

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

RECEIVED

AUG 21 2000

Ballay, Duskin & Peiffle

Issued by:  
CHICAGO TITLE INSURANCE COMPANY  
3030 Hoyt Avenue  
Everett, WA 98201  
(425) 258 - 3683

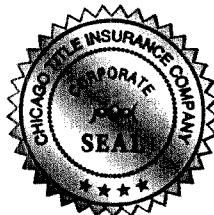
CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. Stone*  
President

By:

*M. Ann Jones Lane*  
Secretary



*Atul Armonis*

.....  
Authorized Signature

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# CHICAGO TITLE INSURANCE COMPANY

3030 HOYT AVENUE, EVERETT, WA 98201

## A.L.T.A. COMMITMENT SCHEDULE A

Title Unit: 04678

Phone: (425)259-8215

Fax: (425)259-8245

Officer: SIMONS TITLE UNIT, SNOHOMISH COUNTY

Order No.: 673267

Your No.: CITY OF ARLINGTON

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Commitment Effective Date: AUGUST 14, 2000 at 8:00 A.M.

1. Policy or Policies to be issued:

ALTA Owner's Policy	Amount:	\$420,000.00
1992 STANDARD	Premium:	\$1,265.00
GENERAL SCHEDULE RATE	Tax:	\$ 105.00

Proposed Insured:  
CITY OF ARLINGTON

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:  
BARRY A. HAMMER, ATTORNEY

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:

CURTIS DUANE HAMMER AND MARY JAN HAMMER, HUSBAND AND WIFE AND JAMES L. BUTLER  
AND MARY HAMMER BUTLER, HUSBAND AND WIFE AS THEIR INTEREST MAY APPEAR

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 88°42'50" WEST FOR 241.8 FEET;

THENCE NORTH 1°06'00" WEST 502.4 FEET;

THENCE NORTH 9°23'00" WEST 942.74 FEET;

THENCE SOUTH 89°24'30" WEST 1452.22 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°22'00" EAST 687.43 FEET;

THENCE NORTH 56°42'00" EAST 590.28 FEET;

THENCE NORTH 71°34'30" EAST 515 FEET MORE OR LESS TO THE EASTERLY MARGIN OF VACATED MARKET STREET EXTENDED NORTHERLY AS SHOWN ON THE PLAT OF HALLER CITY;

THENCE SOUTHERLY ALONG THE EXTENDED EASTERLY MARGIN OF THE AFORESAID MARKET STREET TO THE NORTHERLY MARGIN OF RIVERSIDE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY MARGIN OF RIVERSIDE AVENUE TO THE WESTERLY MARGIN OF MINOR STREET;

THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN OF MINOR STREET TO THE NORTHERLY MARGIN OF DIVISION AVENUE;

THENCE WESTERLY ALONG SAID NORTHERLY MARGIN OF DIVISION AVENUE TO THE TRUE POINT OF BEGINNING;

EXCEPT DIKE ROAD;

EXCEPT STATE HIGHWAY SR 530;

EXCEPT STATE HIGHWAY SR 9;

TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOTS 13 AND 14, SECTION 2, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE NORTH 88°42'50" WEST 241.8 FEET;

THENCE NORTH 01°6' WEST 502.4 FEET;

THENCE NORTH 09°23' WEST 942.74 FEET;

THENCE SOUTH 89°24'30" WEST 1452.22 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°22' EAST 687.43 FEET;

THENCE NORTH 56°42' EAST 590.28 FEET;

THENCE NORTH 71°34'30" EAST 1032.17 FEET;

THENCE NORTH 18°25'30" WEST 280.0 FEET;

THENCE SOUTH 71°34'30" WEST 1790.25 FEET;

THENCE SOUTH 45°36'30" WEST 1099.83 FEET;

THENCE SOUTH 48°12'30" EAST 455.95 FEET;

THENCE NORTH 84°04'30" EAST 299.86 FEET;

THENCE NORTH 89°24'30" EAST 457.7 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION ACQUIRED BY THE STATE OF WASHINGTON BY CONDEMNATION IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 97-2-07732-8.

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT  
SCHEDULE B

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 000673267  
Your No.: CITY OF ARLINGTON

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**SPECIAL EXCEPTIONS**

- a** 1. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED SNOHOMISH COUNTY. PRESENT RATE OF REAL ESTATE EXCISE TAX AS OF THE DATE HEREIN IS 1.78 PERCENT.

- w** 2. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT NOVEMBER 1:

YEAR:	2000
TOTAL TAX BILLED:	\$ 1,319.16
TOTAL TAX OWING:	\$ 659.57
	PLUS INTEREST AND/OR PENALTIES, IF ANY
TAX ACCOUNT NUMBER:	310502-003-002-00
LEVY CODE:	1151
ASSESSED VALUE-LAND:	\$ 45,6090.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 84,000.00

- x** AFFECTS: EASTERLY PORTION OF SAID PREMISES

- y** THE REMAINDER OF SAID PROPERTY UNDER TAX ACCOUNT NO. 310502-003-004-00 IS NOT BEING TAXED IN 2000.

- b** 3. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS FARM AND AGRICULTURAL LAND AND ARE SUBJECT TO THE PROVISIONS OF RCW 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS.

NOTICE OF APPLICATION RECORDED: MAY 14, 1974  
RECORDING NUMBER: 2339992

ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID PROPERTY REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM BY THE NEW OWNER, AND SUBMISSION TO THE COUNTY ASSESSOR WITHIN 60 DAYS OF SUCH SALE.

NOTE: IF THE PROPOSED TRANSACTION INVOLVES A SALE OF THE PROPERTY SO



CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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**SPECIAL EXCEPTIONS**

CLASSIFIED OR DESIGNATED, THERE WILL BE ADDITIONAL REQUIREMENTS REGARDING THE REAL ESTATE EXCISE TAX AFFIDAVIT. PLEASE CONTACT SNOHOMISH COUNTY ASSESSOR'S RECORDS SECTION OR THE COMPANY FOR ADDITIONAL INFORMATION.

*c* AFFECTS: TAX ACCOUNT NO. 023105-3-002-0008

*d* 4. RIGHTS AND RESERVATIONS CONTAINED IN CERTIFICATE NO. 8159.

*e* 5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	ARLINGTON SHINGLE COMPANY, A CORPORATION
AND:	G.G. HUNTER AND MELINDA HUNTER, HIS WIFE
RECORDED:	OCTOBER 5, 1910
RECORDING NUMBER:	159671
REGARDING:	AS DESCRIBED IN SAID INSTRUMENT

*f* 6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	COUNTY OF SNOHOMISH, STATE OF WASHINGTON
PURPOSE:	THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REVISE, OR REBUILD, BANK PROTECTION WORKS, REVETMENTS, DIKES, BANK MATTING, BULKHEADS, RIP RAP, PILE PROTECTION, AND ANY OR ALL OTHER FLOOD RELIEF, AND/OR FLOOD CONTROL WORKS OF ANY NATURE WHATSOEVER AND AS DESCRIBED IN SAID DOCUMENT ALONG AND UPON THE FOLLOWING RIGHT OF WAY, TO-WIT AS DESCRIBED IN SAID INSTRUMENT
AREA AFFECTED:	UNDISCLOSED
RECORDED:	UNDISCLOSED
RECORDING NUMBER:	782681

*g* 7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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**SPECIAL EXCEPTIONS**

GRANTEE: SNOHOMISH COUNTY  
PURPOSE: AS DESCRIBED IN SAID INSTRUMENT  
AREA AFFECTED: AS DESCRIBED IN SAID INSTRUMENT  
RECORDED: JUNE 23, 1953  
RECORDING NUMBER: 1066123

**H** 8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: STATE OF WASHINGTON DEPARTMENT OF GAME  
PURPOSE: TO PERMIT AND ALLOW THE FREE AND UNRESTRICTED PASSAGE OVER AND USE OF SAID STREAM BANK PROPERTY BY SPORT FISHERMEN IN ORDER TO FISH IN THE STILLAGUAMISH RIVER  
AREA AFFECTED: A 25 FOOT STRIP OF LAND BORDERING AND EXTENDING ALONG THE SOUTH SIDE OF THE STILLAGUAMISH RIVER  
RECORDED: JUNE 8, 1954  
RECORDING NUMBER: 1100334

**I** 9. CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER 1-3 AND 1-A AND OF LIGHT, VIEW AND AIR BY SNOHOMISH COUNTY DECREE TO THE STATE OF WASHINGTON:

ENTERED: OCTOBER 20, 1967  
SUPERIOR COURT CAUSE NUMBER: 89758

**J** 10. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1-A AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:

RECORDED: JUNE 13, 1955  
RECORDING NUMBER: 1147319

**K** 11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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**SPECIAL EXCEPTIONS**

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF  
SNOHOMISH COUNTY AND GENERAL  
TELEPHONE COMPANY OF THE NORTHWEST  
INC.  
PURPOSE: ELECTRIC TRANSMISSION AND  
DISTRIBUTION LINE, CONSISTING OF A  
SINGLE LINE OF POLES AND/OR  
STRUCTURES  
AREA AFFECTED: AS DESCRIBED IN SAID INSTRUMENT  
RECORDED: NOVEMBER 26, 1971  
RECORDING NUMBER: 22223942

12. RIGHT OF WAY CONTRACT AND EASEMENT AND THE TERMS AND CONDITIONS  
THEREOF, RECORDED JULY 12, 1973 UNDER AUDITOR'S FILE NUMBER 2303999.

13. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: SNOHOMISH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
WASHINGTON  
AND: THE CITY OF ARLINGTON, A MUNICIPAL  
CORPORATION  
RECORDED: APRIL 5, 1999  
RECORDING NUMBER: 9904051246  
REGARDING: TO PROVIDE A MEANS FOR THE CITY TO  
ACQUIRE AN INTEREST IN PROPERTY  
PURSUANT TO RCW 84.34.200.220 TO  
PROTECT, PRESERVE, MAINTAIN,  
IMPROVE, RESTORE, LIME FUTURE USE OF  
OR OTHERWISE CONSERVE THE PROPERTY  
FOR USE AND ENJOYMENT BY BOTH COUNTY  
AND CITY RESIDENTS.

14. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING AND CHANGING IN THE COURSE  
OR BOUNDARIES OF STILLAGUAMISH RIVER.

15. RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY, OF  
THE PROPERTY HEREIN DESCRIBED WHICH LIES BELOW THE LINE OF ORDINARY  
HIGH WATER OF STILLAGUAMISH RIVER.

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 673267  
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**SPECIAL EXCEPTIONS**

- P 16. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING OR CHANGE IN THE COURSE OF STILLAGUAMISH RIVER OR DUE TO STILLAGUAMISH RIVER HAVING SHIFTED OR CHANGED ITS COURSE, AND RIGHTS OF THE STATE OF WASHINGTON IN AND TO THAT PORTION OF SAID PREMISES, IF ANY, LYING IN THE BED OR FORMER BED OF STILLAGUAMISH RIVER.
- Q 17. ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER.
- R 18. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER.

**END OF SCHEDULE B**

T NOTE A:  
EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FIRST PAGE OR COVER SHEET REQUIREMENTS:

3" TOP MARGIN CONTAINING NOTHING EXCEPT THE RETURN ADDRESS.

1" SIDE AND BOTTOM MARGINS CONTAINING NO MARKINGS OR SEALS.

TITLE(S) OF DOCUMENTS.

RECORDING NO. OF ANY ASSIGNED, RELEASED OR REFERENCED DOCUMENT(S).

GRANTORS NAMES (AND PAGE NO. WHERE ADDITIONAL NAMES CAN BE FOUND).

GRANTEES NAMES (AND PAGE NO. WHERE ADDITIONAL NAMES CAN BE FOUND).

ABBREVIATED LEGAL DESCRIPTION (AND PAGE NO. FOR FULL DESCRIPTION).

ASSESSOR'S TAX PARCEL NUMBER(S).

RETURN ADDRESS (IN TOP 3" MARGIN).

\*\*A COVER SHEET CAN BE ATTACHED CONTAINING THE ABOVE FORMAT AND DATA IF THE FIRST PAGE DOES NOT CONTAIN ALL REQUIRED DATA.

ADDITIONAL PAGES:

1" TOP, SIDE AND BOTTOM MARGINS CONTAINING NO MARKINGS OR SEALS.

ALL PAGES:

NO STAPLED OR TAPED ATTACHMENTS. EACH ATTACHMENT MUST BE A SEPARATE PAGE.

ALL NOTARY AND OTHER PRESSURE SEALS MUST BE SMUDGED FOR VISIBILITY.

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

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**SPECIAL EXCEPTIONS**

FONT SIZE OF 8 POINTS OR LARGER.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

PORTIONS OF GOVERNMENT LOTS 13 AND 14, SOUTHWEST QUARTER OF 2-31-5.

DM/JW

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 673267  
Your No.: CITY OF ARLINGTON

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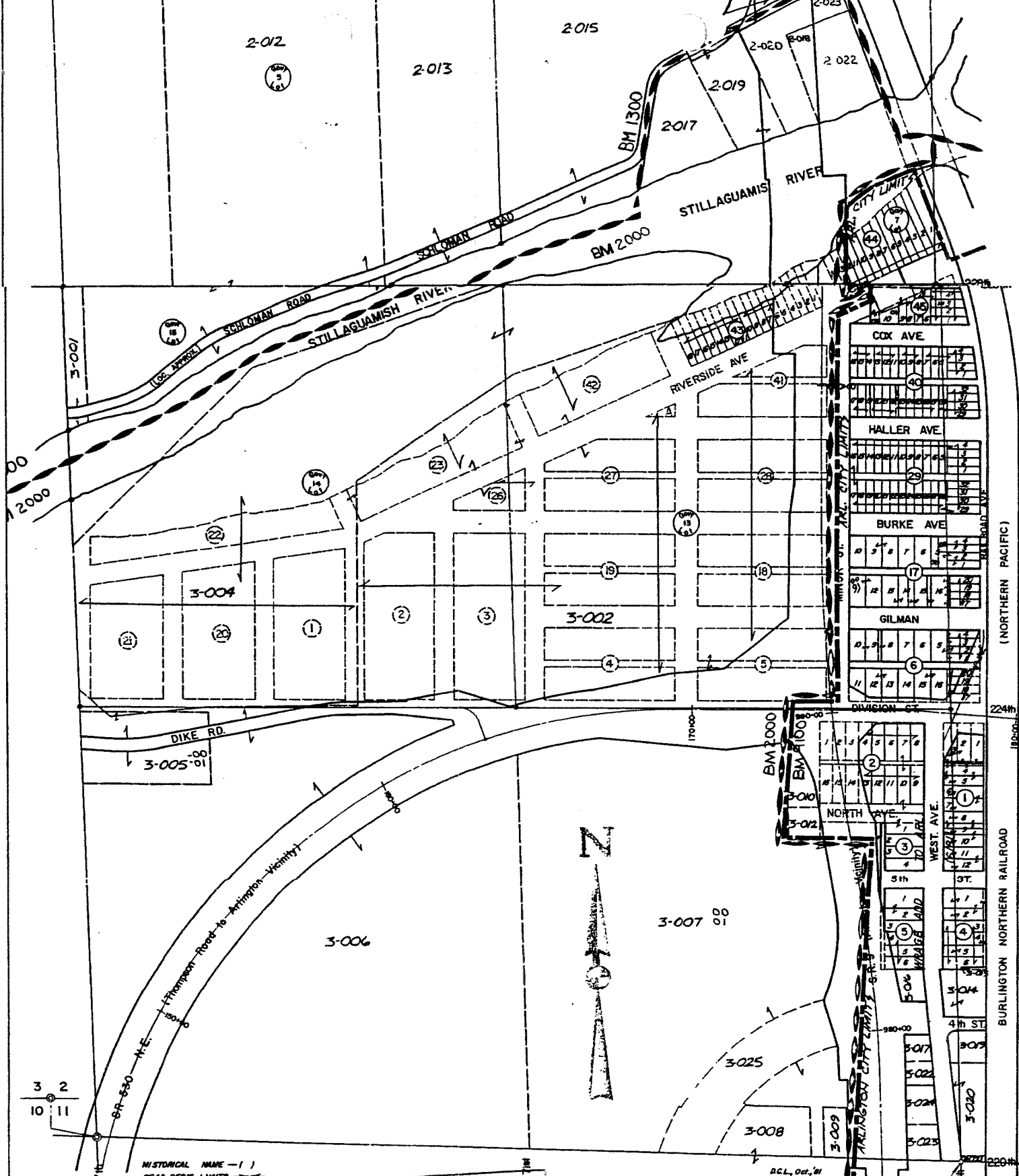
**SPECIAL EXCEPTIONS**

▼ THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS COMMITMENT:

BAILEY, DUSKIN AND PEIFFLE  
MICHELLE

BARRY A. HAMMER, ATTORNEY

BAILEY, DUSKIN AND PEIFFLE  
MICHELLE



This sketch is for the purpose of showing the approximate general location of the premises without actual survey and Chicago Title assumes no liability in connection with the same

NOTE:  
This is not a survey, it is a parcel map used for location of property only.

NOT TO Scale

COMMITMENT  
FOR  
TITLE  
INSURANCE



CHICAGO  
TITLE INSURANCE  
COMPANY  
171 North Clark Street  
Chicago, Illinois 60601-3294