

First American Title Insurance Company

40 E Spokane Falls Blvd
Spokane, WA 99202

January 23, 2024

First American Title

Title Officer: **Scott Fonte**
sfonte@firstam.com
Phone: (509)835-8943 - Fax: (866)510-4167

Escrow Officer: Mary Lux
Phone: (509)835-8948
Fax No: (866)510-4167
E-Mail: TeamLux@firstam.com

Order Number: 4251-4122731

Please send all recording packages to 40 E Spokane Falls Blvd, Spokane, WA 99202

Buyer: Spokane Housing Authority

Seller: Robie Road, LLC and Derek Apartments, LLC

Property: 10003 E 4th Ave
Spokane Valley, WA 99206

Attached please find the following item(s):

ALTA Commitment for Title Insurance

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 40 E Spokane Falls Blvd, Spokane, WA 99202
Issuing Office's ALTA® Registry ID: 0003046
Commitment Number: 4251-4122731
Issuing Office File Number: 4251-4122731
Property Address: 10003 E 4th Ave, Spokane Valley, WA 99206
Revision Number: **2nd Commitment**

SCHEDULE A

1. Commitment Date: December 06, 2023 at 8:00 a.m.

2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Short Term Rate
Proposed Insured: Spokane Housing Authority
Proposed Amount of Insurance: \$6,950,000.00 Premium: \$7,238.00 Tax: \$651.42
The estate or interest to be insured: See Item 3 below

Additional for Extended Coverage \$ 3,378.00 \$ 304.02
 - b. ALTA® Extended Loan Policy
Purchase Money Loan Rate
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$TBD Premium: \$TBD Tax: \$TBD
The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Robie Road LLC, a Washington limited liability company, as to Parcel A and The Derek Apartments, LLC, a Washington limited liability company, as to the remainder

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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First American

Commitment for Title Insurance
Washington - 2021 v. 01.00 (07-01-2021)

FIRST AMERICAN TITLE INSURANCE COMPANY

Scott Fonte

Scott Fonte, Title Officer

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The marital status of the vested owner described in Paragraph 4 of Schedule A is consistent with the marital status identified in the most current instrument vesting Title. First American Title Insurance Company does not represent that this is the current marital status of the vested owner. The current marital status of the vested owner should be provided to the Company prior to closing. Additional requirements may be imposed based upon any change in marital status since the recording of the current vesting deed.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code: 0144

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

1.10% of the selling price less than or equal to \$525,000.00

1.28% of the selling price from \$525,000.01 to \$1,525,000.00

2.75% of the selling price from \$1,525,000.01 to \$3,025,000.00

3.00% of the selling price over \$3,025,000.00

Local Excise Tax for City of Spokane Valley:

0.50% of the selling price

In addition to the Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. Any tax, fee, assessments or charges as may be levied by City of Spokane Valley.
11. Liens and Assessments of Modern Electric Water Company.
12. Rights of way for ditches and pipelines as provided for in contract to Modern Electric Water Company, dated November 4, 1905. Recorded in [Volume "E" of Contracts, Page 267](#). Inquiry should be made as to any unpaid charges by Modern Electric Water Company.
13. Intentionally Deleted
14. Recorded termination to easement on plat:
Recorded: May 03, 2012
Recording No.: [6089555](#) in the Official Records
15. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat of 07-11 recorded in [Volume 27 of Plats, Page\(s\) 92-93](#).
16. Intentionally Deleted
17. Sight Distance Triangle Easement & Agreement and the terms and conditions thereof:
Recorded: May 29, 2009
Recording No.: [5796773](#) and [5796774](#) in the Official Records

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18. Intentionally Deleted
19. Private Sewer Easement & Agreement and the terms and conditions thereof:
Recorded: July 08, 2009
Recording No.: [5811570](#) and [5811571](#) in the Official Records
20. Fire Access Agreement and the terms and conditions thereof:
Recorded: July 08, 2009
Recording No.: [5811572](#) and [5811573](#) in the Official Records
21. Terms and conditions of survey recorded September 16, 2010 under Recording Number [5934466](#) in the Official Records.
22. Intentionally Deleted
23. Intentionally Deleted
24. A lease and the terms and conditions thereof.
Lessor: Maryln A. Romero
Lessee: The Lamar Companies
Term: 20 years
Dated: April 15, 2014
Recorded: July 17, 2014
Recording Information: [6319487](#)

Said Lease, among other things, provides for an option to purchase.
25. Easement, including terms and provisions contained therein:
Recording Information: [9205280310](#)
In Favor of: The Washington Water Power Company, a corporation,
its successors and assigns
For: Right of way
26. Easement, including terms and provisions contained therein:
Recording Information: [563577A](#); October 22, 1942
In Favor of: Cliff M. Barnes and Estella M. Barnes, his wife
For: Public road purposes
Affects: The East 20 feet of the East 81 feet of the West 231 feet of the
South 303.16 feet of the East half of Block 242

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27. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey No. [4333281](#), recorded in volume 85 of surveys, at page(s) 62, in Spokane County, Washington.
28. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. [9301080273](#), recorded in volume 55 of surveys, at page(s) 5, in Spokane County, Washington.
29. Affidavit Re: Easement Rights
Grantor: Modern Electric Water Company
Grantee: LAB Investment LLC and The Public
Recorded: June 25, 2008
Recording No.: [5690116](#)
30. Affidavit Re: Easement Rights.
Grantor: Modern Electric Water Company
Grantee: Lab Investment, L.L.C.
Recorded: July 01, 2008
Recording No.: [5692951](#)
31. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. [6174760](#), recorded in volume 150 of surveys, at page(s) 65-66, in Spokane County, Washington.
32. Declaration of Joint Easements.
Grantor: Spokane United Methodist Homes, d/b/a Rockwood Retirement Communities and Appleway Court 202
Grantee: Spokane United Methodist Homes, d/b/a Rockwood Retirement Communities and Appleway Court 202
Recorded: May 06, 2013
Recording No.: [6204846](#)
33. Declaration of Access and Temporary Construction Storage Easements.
Grantor: Spokane United Methodist Homes, d/b/a Rockwood Retirement Communities
Grantee: Spokane United Methodist Homes, d/b/a Rockwood Retirement Communities
Recorded: May 06, 2013
Recording No.: [6204847](#) and [6204848](#)

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34. Easement, including terms and provisions contained therein:
Recording Information: [7074646](#); May 13, 2021
In Favor of: Government, City of Spokane Valley
For: Border Easement
35. Intentionally Deleted
36. Intentionally Deleted
37. Intentionally Deleted
38. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.
39. Terms, conditions, provisions and stipulations of the Operating Agreement of **Robie Road, LLC**. According to said Agreement dated June 06, 2020, Dennis A. Crapo and Melissa A. Crapo is/are the manager(s) thereof. Any amendments to said Agreement must be submitted. Any conveyance or encumbrance of the property must be executed by said manager(s) as provided for therein, subject to said amendments, if any.
40. Intentionally Deleted
41. Evidence of the authority of the parties executing documents on behalf of Spokane Housing Authority.
42. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
43. The Company will require the attached Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirements as warranted.
44. Terms, conditions, provisions and stipulations of the Operating Agreement of **The Derek Apartments LLC**. According to said Agreement dated March 8, 2021, Dennis A Crapo and Melissa A Crapo is/are the manager(s) thereof. Any amendments to said Agreement must be submitted. Any conveyance or encumbrance of the property must be executed by said manager(s) as provided for therein, subject to said amendments, if any.

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INFORMATIONAL NOTES

A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.

B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.

C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

LOT 1 SP 07-11 (27SP PG 92-93) AND PORTION OF TRACTS 225 AND 242 OPPORTUNITY (K/20-23), SPOKANE COUNTY
APN: 45201.3201, 45201.0518, 45201.0516, 45201.0517, 45201.0523, 45201.0522, 45201.0535, 45201.0513, 45202.0819 and 45202.0813
Property Address: 10003 E 4th Ave, Spokane Valley, WA 99206

D. The Land may be subject to a charge by Spokane County for sewer construction, referred to as a Capital Facilities Rate (CFR). This charge is in addition to the monthly charge for sewer services. Please contact the Division of Utilities Billing Section at (509) 477-3604, for further information.

E. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.3201
Code Area: 0144
Amount: \$ 4,259.90
Assessed Land Value: \$ 454,600.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel A

F. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0518
Code Area: 0144
Amount: \$ 2,037.60
Assessed Land Value: \$ 216,780.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel B

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G. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0516
Code Area: 0144
Amount: \$ 1,641.00
Assessed Land Value: \$ 174,340.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel C

H. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0517
Code Area: 0144
Amount: \$ 469.35
Assessed Land Value: \$ 48,960.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel D

I. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0523
Code Area: 0144
Amount: \$ 727.37
Assessed Land Value: \$ 76,570.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel E

J. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0522
Code Area: 0144
Amount: \$ 611.38
Assessed Land Value: \$ 64,160.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel F

K. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0535
Code Area: 0144
Amount: \$ 759.42
Assessed Land Value: \$ 80,000.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel G

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L. General taxes for the year 2023, which have been paid.

Tax Account No.: 45201.0513
Code Area: 0144
Amount: \$ 759.39
Assessed Land Value: \$ 80,000.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel H

M. General taxes for the year 2023, which have been paid.

Tax Account No.: 45202.0819
Code Area: 0144
Amount: \$ 705.21
Assessed Land Value: \$ 60,000.00
Assessed Improvement Value: \$ 14,200.00
Affects: Parcel I

N. General taxes for the year 2023, which have been paid.

Tax Account No.: 45202.0813
Code Area: 0144
Amount: \$ 1,027.14
Assessed Land Value: \$ 108,650.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel J

O. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

P. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2021 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

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NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

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EXHIBIT A

File No.: 4251-4122731

The Land referred to herein below is situated in the County of Spokane, State of Washington, and is described as follows:

PARCEL A:

LOT 1, SHORT PLAT SHP-07-11, AS PER PLAT RECORDED IN [VOLUME 27 OF SHORT PLATS, PAGES 92 AND 93](#), RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL B:

THAT PORTION OF THE EAST HALF OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID TRACT 225;
THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, 100 FEET;
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST HALF TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE IDAHO AND WESTERN RAILWAY COMPANY;
THENCE WEST ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO THE WEST LINE OF THE EAST HALF OF SAID TRACT;
THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL C:

THE WEST HALF OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY;

EXCEPTING THEREFROM THE WEST 216.60 FEET;

EXCEPTING THEREFROM THE WEST 81.60 FEET OF THE EAST 110.60 FEET OF THE SOUTH 200.00 FEET;

AND EXCEPTING THEREFROM THE NORTH 100.00 FEET FOR THE IDAHO AND WESTERN RAILWAY COMPANY RIGHT-OF-WAY;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL D:

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THE SOUTH 200.00 FEET OF THE WEST 81.60 FEET OF THE EAST 110.60 FEET OF THE WEST HALF OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL E:

THE EAST 90.00 FEET OF THE WEST 216.60 FEET OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY;

EXCEPTING THEREFROM THE NORTH 340.00 FEET;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL F:

THE NORTH 340.00 FEET OF THE EAST 90.00 FEET OF THE WEST 216.60 FEET OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21 22 AND 23, RECORDS OF SPOKANE COUNTY;

EXCEPTING THEREFROM THE NORTH 100.00 FEET FOR THE IDAHO AND WESTERN RAILWAY COMPANY RIGHT-OF-WAY;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL G:

THE WEST 126.6 FEET OF THE SOUTH 348 FEET OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY;

EXCEPT THE SOUTH 100 FEET THEREOF;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL H:

THE WEST 126.6 FEET OF TRACT 225, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY;

EXCEPT THE SOUTH 348 FEET;

AND EXCEPT THE NORTH 100 FEET FOR THE IDAHO AND WESTERN RAILWAY COMPANY RIGHT-OF-WAY;

AND ALSO EXCEPT THE NORTH 50 FEET LYING SOUTHERLY OF AND COINCIDENT TO THE RAILROAD

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RIGHT-OF-WAY;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL I:

THE EAST 96.2 FEET OF THE SOUTH 303.6 FEET OF TRACT 242, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23, RECORDS OF SPOKANE COUNTY;

EXCEPT THE SOUTH 100 FEET THEREOF;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL J:

THAT PORTION OF TRACT 242, OPPORTUNITY, AS PER PLAT RECORDED IN VOLUME "K" OF PLATS, PAGES 20, 21, 22 AND 23 LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 44 EAST OF THE WILLAMETTE MERIDIAN; RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF SAID TRACT 242 AND THE SOUTH LINE OF THE NORTH 150 FEET OF SAID TRACT;
THENCE NORTH 89°40'11" EAST ALONG SAID SOUTH LINE 217.02 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°02'47" EAST 162.79 FEET;
THENCE SOUTH 89°40'11" WEST 6.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 211 FEET OF THE EAST HALF OF SAID TRACT;
THENCE SOUTH 00°03'06" EAST 330.68 FEET TO THE SOUTHEAST CORNER OF SAID WEST 211 FEET;
THENCE NORTH 89°41'10" EAST 20.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 231 FEET OF THE EAST HALF OF SAID TRACT;
THENCE NORTH 00°03'06" WEST ALONG THE EAST LINE OF SAID WEST 231 FEET 303.48 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 340 FEET OF SAID TRACT;
THENCE NORTH 89°40'11" WEST 96.16 FEET TO SOUTHEAST CORNER OF SAID NORTH 340 FEET;
THENCE NORTH 00°02'47" WEST 190.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 150 FEET OF SAID TRACT 242;
THENCE SOUTH 89°40'11" WEST 110.16 FEET TO THE SAID TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROADS;

SAID PROPERTY IS DELINEATED AS PARCEL B OF THAT CERTAIN SURVEY RECORDED FEBRUARY 08, 2013, UNDER AUDITOR'S FILE NO. [6174760](#) IN BOOK 150 OF SURVEYS, PAGES 65 AND 66, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

45201.3201, 45201.0518, 45201.0516, 45201.0517, 45201.0523, 45201.0522, 45201.0535, 45201.0513, 45202.0819 and 45202.0813

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First American

**Commitment for Title Insurance
Washington - 2021 v. 01.00 (07-01-2021)**

10003 E 4th Ave
Spokane Valley, Washington 99206

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Form 50170653 (8-29-22)

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and

4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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