

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is executed and entered into by and between **Valley Water District**, a Washington municipal corporation, (“**Seller**”); and \_\_\_\_\_, (“**Buyer**”) (individually a “**Party**” and collectively the “**Parties**”).

### R E C I T A L S

A. Seller owns certain real property commonly known as 1114 St. Andrews Ct., Puyallup, Washington 98372, as legally described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Real Property**” or “**Property**”).

B. The Property is surplus to Seller’s operations and needs. Pursuant to Resolutions No. 2017-04, 2021-07, 2023-02 and 2024-05 Seller conducted a sale in accordance with RCW 57.08.016.

C. Buyer was the successful bidder at the sale and desires to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. Agreement to Sell/Purchase Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property in accordance with the terms set forth herein:

a. Purchase Price. The purchase price for the Property is \$ \_\_\_\_\_ AND \_\_\_/100<sup>ths</sup> DOLLARS (\$ \_\_\_\_\_) (the “**Purchase Price**”).

b. Deposit. Concurrently with its bid, Buyer deposited with Seller a \_\_\_\_\_ check in the amount of \_\_\_\_\_ AND \_\_\_/100<sup>ths</sup> DOLLARS (\$ \_\_\_\_\_) (the “**Deposit**” or “**Earnest Money**” 5% of Purchase Price). Within five (5) business days of the mutual execution of this Agreement, Seller shall deliver Ticor Title, 437 29th St NE, Puyallup, WA 98372 (“**Escrow Agent**”) a copy of the executed Agreement and the Deposit, with instructions to the Escrow Agent to deposit the Deposit into a non-interest bearing escrow account (“**Escrow Account**”) at a federally insured banking institution, to be held and applied pursuant to the terms of this Agreement. Except as otherwise provided in this Agreement, the Deposit will be credited to Buyer at Closing and applied to the payment of the Purchase Price.

c. Payment of Purchase Price. The Purchase Price shall be paid by Buyer in cash or other immediately available U.S. funds at Closing; provided, that the Earnest Money paid to Seller shall be credited against the Purchase Price at Closing.

2. Conveyance and Condition of Title to Real Property. Title to the Real Property shall be conveyed by Seller to Buyer at Closing by Statutory Warranty Deed (the “**Deed**”), free and clear of all liens, encumbrances or defects except those Permitted Exceptions set forth in Paragraph 3 below.

3. Title Insurance. At Closing, Seller shall cause Tigor Title, 437 29<sup>th</sup> St. NE, Ste. B, Puyallup WA 98372 (the "Title Company") to issue an ALTA standard form owner's policy of title insurance to Buyer in an amount equal to the total Purchase Price of the Property; and insuring the Real Property to be free and clear of all liens and encumbrances except for the Permitted Exceptions identified in this Paragraph 3 (the "Title Policy"). Buyer may elect to obtain, at Buyer's cost, extended coverage owner's standard title insurance, and if Buyer so elects, Buyer shall promptly obtain and deliver to the Title Company any survey required by the Title Company in connection therewith.

Attached hereto as Exhibit "B" and incorporated by this reference is an ALTA Commitment for Title Insurance dated April 14, 2023 issued by the Title Company (the "Preliminary Commitment"). Seller shall cause the Title Company to deliver to Buyer a copy of any supplement to the Preliminary Commitment. In the event any such supplement discloses additional exceptions to Schedule B to the Preliminary Commitment (other than general taxes and assessments which are to be prorated at Closing, as set forth below), Buyer may, within seven (7) days from receipt of the supplement, deliver written notice to Seller of any objections thereto that Buyer may have. In the event Buyer fails to deliver such written objections within such 7-day period, any such additional exceptions shall be deemed Permitted Exceptions, as hereafter defined. In the event of Buyer's timely objection, Seller shall, within seven (7) days thereafter, either (a) notify Buyer in writing that it will cause any such additional exception to be removed on or before Closing, or (b) that it is unwilling to remove such exception. In the event Seller notifies Buyer that it is unwilling to remove any such title exception on or before Closing, then as Buyer's sole and exclusive remedy, Buyer may elect, by written notice given to Seller within seven (7) business days after receipt of Seller's notice, to terminate this Agreement. In the event of Buyer's timely termination, the Earnest Money shall promptly be refunded to Buyer, and neither party shall have any further rights or obligations with respect to this Agreement.

At Closing, the Property shall be conveyed by Seller to Buyer subject to the General Exceptions and Special Exceptions set forth in Schedules A and B of the Preliminary Commitment, as supplemented; provided, general taxes and assessments, as set forth in the Preliminary Commitment shall be prorated at Closing, as set forth in Paragraph 7.c herein. These title exceptions are specifically approved and accepted by Buyer and are referred to as the "Permitted Exceptions."

4. Closing of Sale. The sale shall be closed at the offices of the Escrow Agent on the date that is thirty (30) days after mutual execution of this Agreement (the "**Closing Date**"); provided, that Seller, in Seller's discretion, may upon written notice to Buyer extend the Closing Date up to sixty (60) additional days.

5. Seller's Deliveries. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

a. Statutory Warranty Deed. A Statutory Warranty Deed in substantially similar form as that attached hereto as Exhibit "C," executed and acknowledged by Seller, and conveying title to the Real Property to Buyer subject only to the Permitted Exceptions;

b. FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller; and

c. Additional Documents. Any additional documents that the Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

6. Buyer's Deliveries. On or before the Closing Date, Buyer shall deliver in escrow to the Escrow Agent the following:

a. Purchase Price. The Purchase Price, less the Deposit, together with an additional payment amount equal to Buyer's prorations and closing costs, in immediately available U.S. funds; and

b. Additional Documents. Any additional documents that the Closing Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7. Closing Costs.

a. Seller's Closing Costs. Seller shall pay the title insurance premium attributable to the ALTA owner's standard form policy of title insurance; one-half of the recording fees, one half of the escrow fees, and all real estate excise taxes and/or compensating taxes associated with the sale of the Property, if any.

b. Buyer's Closing Costs. Buyer shall pay one-half the recording fees; one-half the escrow fees; the additional premium for extended coverage title insurance, if elected by Buyer, and the sum of \$5,000.00 for Seller's administrative, legal, appraisal and engineering fees incurred in connection with the surplus of the Property.

c. Prorations. Real property taxes for the current year, the current portion of assessments, if any, and utilities shall be prorated between Buyer and Seller as of the date of Closing. Buyer shall be responsible for all utilities and other service charges incurred after the Closing Date.

8. Seller's Representations and Warranties. As a material inducement to Buyer to execute this Agreement and consummate this transaction, Seller represents and warrants to Buyer:

a. Organization and Authority. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

b. Notices of Violation. To Seller's knowledge, the Property is not in violation of any applicable covenant, condition or restriction or any applicable statute,

ordinances, regulation, order, permit, rule or law, including, without limitation, any building, zoning or environmental restriction or requirement concerning filling, use, construction, maintenance, repair, replacement, operation or occupancy, and Seller has not received from any governmental agency any notice of the existence of any such violations.

c. Pending Actions. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or the Property, including but not limited to condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement in accordance with its terms.

d. Assessments. To Seller's knowledge, there are no assessments for public improvements pending or existing or, to Seller's knowledge, proposed with respect to the Property, other than those identified in the Permitted Exceptions; provided, however, that should Buyer apply to Seller for connection to Seller's water system, such connection shall be subject to the payment to Seller of all applicable Valley Water District connection fees and charges.

e. Seller's Performance. Seller is not in default under any agreement, lease or contract concerning the Property to which Seller is a party, and to Seller's knowledge there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing.

f. Non-foreign Status. Pursuant to Section 1445 of the Internal Revenue Code, Seller is not a foreign person or nonresident alien as defined within that section. Seller understands that the Purchaser may disclose this warranty to the Internal Revenue Service.

As used herein the phrase "to Seller's knowledge" Agreement means the present actual knowledge of Seller's Board of Commissioners.

9. Sale "AS IS." WITH THE EXCEPTION OF THE LIMITED REPRESENTATIONS DESCRIBED HEREIN, THE PROPERTY AND ANY IMPROVEMENTS THEREON SHALL BE CONVEYED TO BUYER IN ITS AS-IS, WHERE-IS WITH ALL FAULTS CONDITION, WITH NO EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS, STATEMENTS, ASSURANCES OR CONFIRMATIONS OF ANY NATURE BY SELLER OR ANY AGENT OF SELLER, AS TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE ADDRESSING THE SURFACE OR SUBSURFACE CONDITION OF THE PROPERTY, THE DIMENSIONS, SIZE OR ACREAGE OF THE PROPERTY, THE CONDITION OF THE PROPERTY, BUYER'S ABILITY TO DEVELOP THE PROPERTY IN ANY FASHION, THE CONDITION OR STATUS OF ANY IMPROVEMENTS THEREON, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE BUILDING, LAND USE OR ZONING CODES, REGULATIONS OR ORDINANCES RELEVANT THERETO, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE OR ANY USE WHATSOEVER, THE EXISTENCE OF ANY HAZARDOUS MATERIALS ON THE PROPERTY, THE EXISTENCE OF ANY WELLS OR UNDERGROUND STORAGE TANKS ON THE PROPERTY, THE EXISTENCE OF ANY ENCROACHMENTS ON OR OFF OF THE PROPERTY AND THE EXISTENCE OF ANY WETLANDS ON THE PROPERTY.

Buyer agrees and acknowledges that, in purchasing the Property, Buyer shall rely entirely on its own investigation, examination and inspection of the Property and not upon any representation or warranty of Seller, or any agent or representative of Seller. THEREFORE, BUYER AGREES THAT, IN CONSUMMATING THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, BUYER ASSUMES THE FULL RESPONSIBILITY AND RISKS OF DEFECTS AND CONDITIONS, INCLUDING DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION, AND BUYER SHALL ACQUIRE THE PROPERTY IN ITS THEN CONDITION, "AS IS, WHERE IS" AND WITH ALL FAULTS, SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY. The agreements and acknowledgments contained in this Paragraph are a conclusive admission that Buyer shall acquire the Property solely upon its own judgment as to any matter germane to the Property or to Buyer's contemplated use of the Property, and not upon any statement, representation or warranty by Seller, or any agent or representative of Seller, which is not expressly set forth in this Agreement. Buyer hereby waives, releases and forever discharges Seller and Seller's officials, employees and agents from any and all claims, causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at the Closing or which may arise in the future on account of or in any way arising out of, or connected with the Property.

10. Buyer's Representations and Warranties. As a material inducement to Seller to execute this Agreement and complete this transaction, Buyer represents and warrants to Seller:

a. Authority. Buyer has the right, power and authority to enter into, execute and deliver this Agreement, and to perform Buyer's obligations under this Agreement in accordance with its terms.

b. Pending Actions. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement in accordance with its terms.

11. Default and Damages.

a. Default by Buyer. If Buyer defaults on its obligation to purchase the Property from Seller pursuant to this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Seller hereby releases any and all right to specific performance of this Agreement and/or to recover actual damages incurred as a result of any default by Buyer. It has been agreed by the Parties that the forfeiture of such sums shall constitute a reasonable estimate, as of the time this Agreement is being executed, of the risks and damages Seller could suffer as a result of Buyer's failure to close this transaction. The Parties are initialing this Section for the purposes of acknowledging and agreeing to such exclusive remedy and liquidated damages provision.

Seller's Initials

Buyer's Initials

\_\_\_\_\_

\_\_\_\_\_

b. Default by Seller. If Seller defaults in its obligation to sell and convey the Real Property to Buyer pursuant to this Agreement, Buyer's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Buyer shall be entitled to the return of the Deposit previously paid to Seller or (b) to bring a suit for specific performance hereunder provided appropriate proceedings are promptly commenced by Buyer and prosecuted with diligence and continuity. As a condition precedent to any suit for specific performance, Buyer must be in a position to tender all of its deliveries on or before the Closing Date, including the Purchase Price.

12. Possession. Buyer shall be entitled to possession of the Property upon Closing.

13. Miscellaneous.

a. Time is of the Essence. Time is of the essence of this Agreement.

b. Non-Merger. The terms, conditions, and provisions of this Agreement (including, but not limited to, Seller's and Buyer's representations, warranties, and indemnification obligations) shall not be deemed merged into the deed, and shall survive the Closing and continue in full force and effect.

c. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sent U.S. certified mail, return receipt requested, or by personal service, or by email, addressed as set forth below:

All notices to be given to Seller shall be addressed as follows:

Valley Water District  
Attn: Sean Vance, Manager  
14515 Pioneer Way E  
Puyallup, WA 98372  
Phone No. (253) 841-9698  
Email: [sean@valleywaterdistrict.com](mailto:sean@valleywaterdistrict.com)

With a copy to:

Rosemary Larson  
Inslee, Best, Doezie & Ryder, P.S.  
10900 NE 4<sup>th</sup> Street, Suite 1500  
Bellevue, WA 98009-9016  
Phone No. 425-455-1234  
Email: [rlarson@insleebest.com](mailto:rlarson@insleebest.com)

All notices to be given to Buyer shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Either Party hereto may, by written notice to the other, designate such other address for the giving of notices as being necessary. All notices shall be deemed given on the day such notice is personally served, or on date of the email transmission if the sender receives an acknowledgement of receipt from the recipient, or on the third day following the day such notice is mailed in accordance with this paragraph.

d. Computation of Time. Any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 4:30 p.m. Pacific Time on the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050, in which event the period of time shall be extended to the next business day.

e. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors and assigns.

f. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue for any dispute arising hereunder shall be the Pierce County Superior Court.

g. Oral Agreements and Representations. There are no verbal or other agreements, including, but not limited to any representations or warranties, which modify or affect this Agreement. Buyer acknowledges to Seller that in entering into this Agreement, Buyer is not relying on any representations or warranties except those expressly set forth in this Agreement.

h. Dispute Costs. In the event of any conflict, claim or dispute between the Parties hereto and arising out of or relating to the subject matter of this Agreement, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing Party shall be entitled to receive from the non-prevailing Party all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbitrator's fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorney's fees incurred or expended whether or not arbitration or court proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.

i. Agency Disclosure. Seller was not represented by a broker in this transaction, and shall indemnify, defend and save Buyer harmless from and against any claims, fees (including attorneys' fees and costs) or costs arising out of any claim made by any broker or agent claiming a commission is due by or through Seller. Buyer was not represented by a broker in this transaction, and shall indemnify, defend and save Seller harmless from and against any claims, fees, or costs (including attorney's fees and costs) arising out of any claim made by any broker or agent claiming a commission is due by or through Buyer. The indemnifications set forth in this Section shall survive Closing.

j. Counterparts and Facsimile Transmission. This Agreement may be executed in multiple counterpart copies. Each counterpart shall constitute an original of this Agreement, but all such counterparts shall constitute but a single Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of mutual acceptance of this Agreement.

**“BUYER”:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

**“SELLER”:**

**Valley Water District**, a Washington  
municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024



**EXHIBIT "A"**  
**TO**  
**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**LEGAL DESCRIPTION**

LOT 4, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016  
UNDER AUDITOR'S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,  
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**EXHIBIT "B"**  
**TO**  
**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**PRELIMINARY COMMITMENT**

**[Copy Attached]**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Commitment Number:

70206081

## 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 EXTRACTIONAL 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, Commonwealth Land Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Ticor Title Company**  
437 - 29th St NE, Ste. B  
Puyallup, WA 98372

Countersigned By:

John Bloomquist  
Authorized Officer or Agent

**Commonwealth Land Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Arlene Naputi Ticor Title Company 437 - 29th St NE, Ste. B Puyallup, WA 98372 Phone: 253-904-1142 Fax: 877-521-9938 Main Phone: (425)255-7472 Email: Arlene.Naputi@ticortitle.com	

**Order Number: 70206081**

**SCHEDULE A**

1. Commitment Date: April 14, 2023 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-WA Mod

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	
Proposed Amount of Insurance:	\$10,500.00	
The estate or interest to be insured:	FEE SIMPLE	
Premium:	\$	186.00
Tax:	\$	18.79
Rate:	Standard	
Discount(s):	Residential	
Total:	\$	204.79

(b) ALTA Loan Policy 2021 w-WA Mod

Proposed Insured:	Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser	
Proposed Amount of Insurance:	\$10,500.00	
The estate or interest to be insured:	FEE SIMPLE	
Premium:	\$	350.00
Tax:	\$	35.35
Rate:	Extended	
Discount(s):	Residential Purchase Loan	
Total:	\$	385.35

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:

Valley Water District, a Washington municipal corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

LOT 4, PIERCE COUNTY SHORT PLAT RECORDED DECEMBER 1, 2016 UNDER RECORDING NO. 201612015001,  
RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

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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. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**SCHEDULE B, PART I - Requirements**  
(continued)

9. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Puyallup.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State Portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agricultural land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online at <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Valley Water District, a Washington municipal corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B, PART I - Requirements**  
(continued)

11. **TO PROVIDE THE EXTENDED COVERAGE POLICY AND/OR ALTA HOMEOWNER'S POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

**END OF REQUIREMENTS**

**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

**Note A:** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**Note B:** Note: Please send recording packages to the following address.

Attn: Recording Department  
10840 SE 208th St  
Kent, WA 98031

**Note C:** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

LT 4, PIERCE COUNTY SPL, REC. NO. 201612015001  
Tax Account No.: 042036-6012

Note E: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note F: The language contained in the printed Exceptions from coverage and Conditions and Stipulations of the Policy committed for may be examined by inquiry at the office which issued the Commitment, and a specimen copy of the insurance Policy Form(s) referred to in this commitment will be furnished promptly upon request.

Note G: Investigation should be made to determine if there are any service, installation, maintenance, or connection charges for sewer, water, electricity or Metro Sewer Treatment Capacity Charge.

Note H: In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this company.

Note I: Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed for record.

Note J: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

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**SCHEDULE B, PART I - Requirements**  
(continued)

**Note K:** As part of Ticor Title Company's commitment to the environment, we encourage the paperless distribution of our products whenever possible. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically.

Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing WAPolicy@ticortitle.com. Hard copy versions may be issued upon request.

**Note L:** Recording charges (per document title) for closings on July 26, 2021, and after, for all Washington counties:

Deed of Trust - \$204.50 and \$1 for each additional page.  
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.  
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page  
Multiple titled documents are charged per applicable title.

There is an additional \$4.25 plus tax fee per document for electronic recording.

**RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**Note M:** This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent of a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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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:

**GENERAL EXCEPTIONS:**

- A. Rights or claims of parties in possession, or claiming possession, not shown in Public Records.
  
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, 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 law, and not shown by the Public Records.
  
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
  
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

G. Unpatented mining claims, and all rights relating thereto.

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. 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.

**SPECIAL EXCEPTIONS:**

1. Exceptions and reservations contained in deed whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor: State of Washington  
Recording No.: 2474152

NOTE: This exception does not include present ownership of the above mineral rights.

Right of the State of Washington or its successors, subject to payment of compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in above-referenced deed.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Right of way for private railroad, skid roads, flumes, canals, timber and minerals  
 Recording Date: June 18, 1981  
 Recording No.: 8106180125  
 Affects: Portion of said premises

3. Road maintenence agreement and the terms and conditions thereof:

Recording Date: April 3, 1986 and April 9, 1986  
 Recording No.: 8604030176, 8604030177, 8604030178 and 8604090153

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power & Light Company  
 Purpose: Electric transmission and/or distribution line  
 Recording Date: February 7, 1994  
 Recording No.: 9402070650  
 Affects: Portion of said premises

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Puget Sound Power n& Light Company  
 Purpose: Electric transmission and/or distribution line  
 Recording Date: May 12, 1994  
 Recording No.: 9405120631  
 Affects: Portion of said premises

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Alderton McMillan Water Supply  
 Purpose: Ingress and egress  
 Recording Date: July 31, 1995  
 Recording No.: 9507310382  
 Affects: Portion of said premises

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Pierce County Large Lot Division:

Recording No: 8210040207

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**SCHEDULE B, PART II - Exceptions**  
(continued)

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Survey:

Recording No: 200109215010

9. Stipulated decree of appropriation and the terms and conditions thereof:

Recording Date: August 9, 2006  
King County Superior Court Cause No: 05-2-12516-6  
Recording No.: 200608090188

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Pierce County Short Plat:

Recording No: 201612015001

11. Stormwater Management and BMP Facilities Agreement and the terms and conditions thereof:

Recording Date: December 8, 2016  
Recording No.: 201612080168

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Valley Water District  
Purpose: Water Line Easement  
Recording Date: November 7, 2019  
Recording No.: 201911070179  
Affects: Portion of said premises

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**SCHEDULE B, PART II - Exceptions**  
(continued)

13. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 23, 2021  
Recording No.: 202111230781

14. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: 042036-6012  
Levy Code: 095  
Assessed Value-Land: \$199,100.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$10.56  
Paid: \$0.00  
Unpaid: \$10.56

15. Taxpayer of the Land has qualified for a Municipal Corp and Misc Taxing Districts. Contact the County Treasurer to determine if said exemption has been or will be cancelled and to determine the amount of any tax payment due.
16. City, county or local improvement district assessments, if any.
17. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**END OF SCHEDULE B, PART II**

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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.
  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
    - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

## 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.

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(continued)

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.

**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 and authenticated by a person authorized by the Company.

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.

**11. ARBITRATION - INTENTIONALLY DELETED**

**END OF CONDITIONS**

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## RECORDING REQUIREMENTS

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:

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 (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

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. Font size of 8 points or larger.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice: Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information: Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**EXHIBIT "C"**  
**TO**  
**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**STATUTORY WARRANTY DEED**

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Title of Document: Statutory Warranty Deed

Grantor: Valley Water District, a municipal corporation

Grantee(s):

Short Legal Description: LOT 4, CITY OF PUYALLUP SHORT PLAT RECORDED  
DECEMBER 1, 2016 UNDER AUDITOR'S FILE NO.  
201612015001, RECORDS OF PIERCE COUNTY,  
WASHINGTON.

Assessor's Property Tax  
Parcel/Account Number(s):

Reference Number(s) of  
Documents Assigned  
or Released: N/A

**STATUTORY WARRANTY DEED**

THE GRANTOR, **VALLEY WATER DISTRICT**, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, does hereby convey and warrant to \_\_\_\_\_, as GRANTEE, that certain real property located in Pierce County, Washington, legally described as follows:

LOT 4, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016  
UNDER AUDITOR'S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,  
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

This conveyance is subject to the exceptions identified on **Exhibit "A"** attached hereto  
and incorporated herein by this reference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

Valley Water District,  
a Washington municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF PIERCE     )

I certify that I know or have satisfactory evidence that Sean Vance is the person who  
appeared before me, and said person acknowledged that he signed this instrument, on oath stated  
that he was authorized to execute the instrument, and acknowledged it as the General Manager of  
Valley Water District to be the free and voluntary act of such entity for the uses and purposes  
mentioned in the instrument.

**DATED:** \_\_\_\_\_  
\_\_\_\_\_

**NAME:** \_\_\_\_\_  
(Print Name)

**Notary Public in and for the State of Washington**  
**Commission Expires:** \_\_\_\_\_



**EXHIBIT "A"**  
**TO**  
**STATUTORY WARRANTY DEED**  
**Exceptions**



