



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY 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 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:

  
Authorized Countersignature

Stewart Title Guaranty Company  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
(888) 896-1443



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
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.
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;
  - f. Schedule B, Part II - Exceptions; and
  - g. a countersignature 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.

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## 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.

## 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.

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**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)**

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

**Issuing Agent:** Stewart Title Guaranty Company  
**Issuing Office:** 1420 Fifth Avenue, Suite 440, Seattle, WA 98101  
**Issuing Office's ALTA® Registry ID:** N/A  
**Loan ID Number:**  
**Commitment Number:** 23000200965  
**Issuing Office File Number:** 23000200965  
**Property Address:** 7650 SE 27th St., Mercer Island, WA 98040  
**Revision Number:**  
**Title Officer:** Paul Ostrom **Escrow Officer:** Kim Belcher  
Phone: (206) 770-8876 Phone: (206) 770-8764  
seattlecstitleofficers@stewart.com Email: kimberly.belcher@stewart.com  
**Title Officer:** Jeanne Morris  
Phone: (253) 215-1322  
Jeanne.Morris@stewart.com

1. **Commitment Date:** October 12, 2023 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**  
(a) 2021 ALTA® Owner's Policy None

Proposed Insured:

(b) 2021 ALTA® Loan Policy - Extended Refinance Rate \$26,580,000.00  
**Premium:** \$10,910.00  
**Tax:** \$1,118.28  
**Total:** \$12,028.28

Proposed Insured: State Farm Insurance Company

3. **The estate or interest in the Land at the Commitment Date is:**  
Fee Simple as to Parcel A, and easement interest as to Parcels B and C  
4. **The Title is, at the Commitment Date, vested in:**  
[Mercer Landmark LLC](#), a Washington limited liability company

5. **The Land is described as follows:**  
FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

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WA ALTA Commitment For Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**STEWART TITLE GUARANTY COMPANY**

  
Authorized Countersignature

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"**

**Legal Description:**

Parcel A:

Lots 7 and 8, Block 18, [McGilvra's Island Addition](#), according to the plat thereof recorded in Volume 16 of Plats, Page 58, records of King County, Washington.

Except that portion of Lot 7 conveyed to King County for Road purposes by Deed recorded under Recording No. [2561657](#).

Also except that portion thereof conveyed to the State of Washington by Deed recorded under Recording No. [8409130204](#).

Parcel B:

Parking easement as contained in that certain document entitled "Perpetual Parking Easement Agreement" recorded April 28, 2005 as Recording No. [20050428003036](#) of official records; and as affected by addendum recorded March 15, 2011 as Recording No. [20110315000354](#) of official records.

Parcel C:

Non-exclusive easements for ingress and egress, utilities, pedestrian bridge and parking as contained in that certain document entitled "Reciprocal Easement Agreement" recorded July 30, 2012 as Recording No. [20120730001223](#) and re-recorded June 27, 2014 as Recording No. [20140627000700](#) of official records.

Situate in the County of King, State of Washington.

[MAP](#)

**Abbreviated Legal:** Ptn. Lts. 7-8, Blk. 18,McGilvra's Island Add., KING Cty., Wa.

**Parcel No(s):** 531510-1491-01

**Purported Address:** 7650 SE 27th St., Mercer Island, WA 98040

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WA ALTA Commitment For Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART I**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

**Requirements**

File No.: 23000200965

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.

Note: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter section for unplatted).

Assessor's tax parcel number(s)

Return address which may appear in the upper left hand 3" top margin

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WAALTA Commitment For Title Insurance Schedule B I (07-01-2021)





**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART I**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

**Requirements**

5. Matters of Extended Mortgage, Owner, or Leasehold coverage have not been cleared. If such coverage is required for the forthcoming transaction, the Company must be informed of the liability amount(s), and identity of the tenants(s) or lender as soon as possible prior to closing to determine the requirements for issuance of such coverage, including, but not limited to, a physical inspection of the property and/or submission of an ALTA/NSPS survey.
6. Evidence of the authority of the individual(s) to execute the forthcoming document(s) for Mercer Landmark LLC, a Washington limited liability company, and copies of the current operating agreement and any amendments thereto, should be submitted prior to closing.
7. The attached [Commercial Title Affidavit](#) must be completed in full, notarized, and submitted to the Company for review prior to closing.

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WA ALTA Commitment For Title Insurance Schedule B I (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

File No.: 23000200965

**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.

## GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, adverse circumstance, discrepancies, conflicts in boundary lines or shortages in area affecting the Title that would be disclosed by an accurate and complete and current 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 by 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.
- 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.

## SPECIAL EXCEPTIONS FOLLOW

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WA ALTA Commitment For Title Insurance Schedule B II (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

**SPECIAL EXCEPTIONS**

1. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2023  
Amount Billed: \$535,738.53  
Amount Paid: \$267,869.27  
Amount Due: \$267,869.26, plus interest and penalty if delinquent  
Tax Account No.: 531510-1491-01  
Levy Code: 1031  
Land: \$17,023,100.00  
Improvements: \$70,383,900.00

Note: King County Treasurer, 201 South Jackson Street #710, Seattle, WA 98104: (206) 263-2890

Web Address: <https://kingcounty.gov/depts/finance-business-operations/treasury.aspx>

2. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.

3. Deed of Trust and Security Agreement and the terms and conditions thereof:

Grantor: Mercer Landmark LLC, a Washington limited liability company  
Trustee: First American Title Insurance Company  
Beneficiary: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation  
Amount: \$32,100,000.00  
Dated: July 8, 2014  
Recorded: August 5, 2014  
Recording No.: [20140805001164](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

4. Assignment of Leases and Rents given for security, and the terms and conditions thereof:

Assignor: Mercer Landmark LLC, a Washington limited liability company  
Assignee: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation  
Recorded: August 5, 2014  
Recording No.: [20140805001166](#)

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WA ALTA Commitment For Title Insurance Schedule B II (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

5. Deed of Trust, Security Agreement and the terms and conditions thereof:  
Grantor: Mercer Landmark LLC, a Washington limited liability company  
Trustee: First American Title Insurance Company  
Beneficiary: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation  
Amount: \$16,200,000.00  
Dated: July 8, 2014  
Recorded: August 5, 2014  
Recording No.: [20140805001165](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

6. Assignment of Leases and Rents given for security, and the terms and conditions thereof:  
Assignor: Mercer Landmark LLC, a Washington limited liability company  
Assignee: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation  
Recorded: August 5, 2014  
Recording No.: [20140805001167](#)

7. Financing Statement and the terms and conditions thereof:  
Secured Party: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation  
Debtor: Mercer Landmark LLC, a Washington limited liability company  
Covers: Personal property and fixtures located on property herein described.  
Recorded: August 5, 2014  
Recording No.: [20140805001168](#)

8. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

Copies of all unrecorded commercial leases and amendments should be submitted prior to closing.

9. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for sewer, water and public facilities of Mercer Island disclosed by instrument recorded under Recording No.: [7712060812](#).

10. Easement and the terms and conditions thereof:  
Grantee: Mercer Island Sewer District  
Purpose: Sewer line  
Affects: said premises  
Recorded: January 30, 1956  
Recording No.: [4659056](#)

11. Easement and the terms and conditions thereof:  
Grantee: Town of Mercer Island  
Purpose: Utility  
Affects: Said premises  
Recorded: April 23, 1962  
Recording No.: [5416169](#)

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File No. 23000200965

WA ALTA Commitment For Title Insurance Schedule B II (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

12. Easement and the terms and conditions thereof:  
Grantee: Town of Mercer Island  
Purpose: Utility  
Affects: Said premises  
Recorded: April 23, 1962  
Recording No.: [5416170](#)
13. Easement and the terms and conditions thereof:  
Grantee: State of Washington  
Purpose: Retaining walls and utilities  
Affects: Said premises  
Recorded: September 13, 1989  
Recording No.: [8909130205](#)
14. Terms and conditions of survey recorded May 22, 2002 under Recording Number [20020522900001](#).
15. Easement and the terms and conditions thereof:  
Grantee: Puget Sound Energy, Inc., a Washington corporation  
Purpose: Transmission and/or distribution line  
Affects: Said premises  
Recorded: March 4, 2005  
Recording No.: [20050304000287](#)
16. Easement and the terms and conditions thereof:  
Grantee: Puget Sound Energy, Inc., a Washington corporation  
Purpose: Transmission and/or distribution line  
Affects: Said premises  
Recorded: April 21, 2005  
Recording No.: [20050421000682](#)
17. Perpetual Parking Easement Agreement and the terms and conditions thereof:  
Recorded: April 28, 2005  
Recording No.: [20050428003036](#)
- Amendment and/or modification by instrument:  
Recorded: March 15, 2011  
Recording No.: [20110315000354](#)
18. Restaurant Agreement and the terms and conditions thereof:  
Recorded: August 9, 2006  
Recording No.: [20060809002416](#)
19. Restaurant Agreement and the terms and conditions thereof:  
Recorded: October 16, 2006  
Recording No.: [20061016001304](#)

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**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

20. Restrictive Covenant and the terms and conditions thereof:  
Recorded: January 5, 2007  
Recording No.: [20070105001800](#)
21. The Mercer Development Agreement and the terms and conditions thereof:  
Recorded: January 9, 2007  
Recording No.: [20070109000684](#)
22. Easement and the terms and conditions thereof:  
Grantee: City of Mercer Island  
Purpose: City street light cabinet and all necessary appurtenances  
Affects: Said premises  
Recorded: March 14, 2007  
Recording No.: [20070314002394](#)
23. Easement and the terms and conditions thereof:  
Grantee: Comcast of Washington Inc.  
Purpose: Cable and broadband communications services  
Affects: Said premises  
Recorded: April 5, 2007  
Recording No.: [20070405000749](#)
24. Easement and the terms and conditions thereof:  
Grantee: City of Mercer Island  
Purpose: City street light cabinet and all necessary appurtenances  
Affects: Said premises  
Recorded: May 11, 2007  
Recording No.: [20070511001312](#)
25. Memorandum of Lease:  
Lessor: Mercer Landmark LLC, a Washington limited liability company  
Lessee: ZRC Operations Company Inc., a Colorado corporation  
Recorded: October 22, 2007  
Recording No.: [20071022000530](#)
26. Restaurant Agreement and the terms and conditions thereof:  
Recorded: June 19, 2008  
Recording No.: [20080619001430](#)
27. Easement and the terms and conditions thereof:  
Grantee: City of Mercer Island  
Purpose: Public Right of way  
Affects: Said premises  
Recorded: July 10, 2008  
Recording No.: [20080710001160](#)

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SCHEDULE B PART II**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

28. Easement and the terms and conditions thereof:  
Grantee: City of Mercer Island  
Purpose: Public access, ingress and egress  
Affects: Said premises  
Recorded: July 10, 2008  
Recording No.: [20080710001162](#)
29. Encroachment License Agreement and the terms and conditions thereof:  
Recorded: July 10, 2008  
Recording No.: [20080710001163](#)
30. Easement Agreement and the terms and conditions thereof:  
Recorded: August 28, 2009  
Recording No.: [20090828001332](#)
31. Reciprocal Easement Agreement and the terms and conditions thereof:  
Recorded: June 27, 2014  
Recording No.: [20140627000700](#)

Said instrument is a re-recording of instrument recorded under Recording No. [20120730001223](#).

Corrected Reciprocal Easement Agreement and the terms and conditions thereof:

Recorded: August 5, 2014  
Recording No.: [20140805001163](#)

32. Easement and the terms and conditions thereof:  
Grantee: The City of Mercer Island  
Purpose: Sewer main  
Affects: Said premises  
Recorded: January 10, 2014  
Recording No.: [20140110000758](#)
33. Permanent Easement for Public Utilities and the terms and conditions thereof:  
Recorded: April 18, 2014  
Recording No.: [20140418000897](#)
34. The following matters as shown on that certain ALTA/ACSM Land Title Survey prepared by Centre Point Consultants, Inc., P.S., dated May 7, 2014 and last revised June 30, 2014 and designated Job No. 3315.
- A) Tree located in public right of way.
- B) Shared access with adjoiner to the north as evidenced by driveway and sidewalk.

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SCHEDULE B PART II**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

35. Easement and the terms and conditions thereof:  
Grantee: Comcast Cable Holdings, LLC  
Purpose: Broadband communications system  
Affects: Said premises  
Recorded: October 14, 2014  
Recording No.: [20141014000457](#)
36. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:  
Recorded: November 19, 2014  
Recording No.: [20141119000554](#)
37. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:  
Recorded: June 27, 2019  
Recording No.: [20190627000160](#)

**End of Special Exceptions**

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SCHEDULE B PART II**

ISSUED BY

**Stewart Title Guaranty Company**

As Agent for Stewart Title Guaranty Company

**NOTES**

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intentions of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provided solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Stewart Title Guaranty Company assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice.
- D. Recording fees charged by the county will be billed as follows: Deeds of Trust \$204.50 for the first page and \$1.00 for each additional page. Deeds \$203.50 for the first page and \$1.00 for each additional page. For electronic recorded documents, please add \$2.75 plus tax for King, Pierce, Snohomish and Thurston Counties and \$5.00 plus tax for all remaining counties in Washington.  
Pursuant to Senate Bill 5386 recording fees will increase by \$183 per document effective July 23, 2023.  
Pursuant to House Bill 1474 recording fees will increase by \$100 per document effective January 1, 2024.
- E. In the event of cancellation, a cancellation charge may be made.
- F. There are no deeds affecting said land recorded within 24 months of the date of this report.
- G. We find no pertinent matters filed or recorded against Mercer Landmark LLC, a Washington limited liability company, borrowers in this transaction.

JB

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**STEWART INFORMATION SERVICES CORPORATION**  
**Updated August 29, 2023**  
**GRAMM LEACH BLILEY PRIVACY NOTICE**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "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 your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

**Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Stewart may use your personal information for the following purposes:**

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

**Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
  - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
  - Directly and indirectly from activity on Stewart's website or other applications.
  - From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

#### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### **iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

### **v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com) or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

### **Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056