



Land Use Permit Application

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 6:00pm • Friday 7:30am – 4:00pm

PROJECT NAME: The Reserve at Woodinville		PERMIT NO: LUA16001
PROJECT ADDRESS: 15902 Woodinville - Redmond Road NE	Unit #	PARCEL NO: 152605 9053; 9060; 9068
OWNER INFORMATION		APPLICANT
NAME: Panattoni Development Co.		NAME: Lance Mueller and Assoc.
ADDRESS: 900 SW 16th Street, Suite 330: Renton, WA 98057		ADDRESS: 130 Lakeside Seattle, WA 98122
PHONE NUMBER: 206-838-3847		PHONE NUMBER: 206-325-2553
EMAIL ADDRESS: mbuchanan@panattoni.com		EMAIL ADDRESS: bfadden@lmueller.com
PRIMARY CONTACT / AGENT		ARCHITECT / ENGINEER
NAME: Bob Fadden		NAME: Bob Fadden LMA
ADDRESS: 130 Lakeside Seattle, WA 98122		ADDRESS: 130 Lakeside Seattle, WA 98122
PHONE NUMBER: 206-325-2553		PHONE NUMBER: 206-325-2553
EMAIL ADDRESS: bfadden@lmueller.com		EMAIL ADDRESS: bfadden@lmueller.com
PROJECT DESCRIPTION: Filling, grading, paving, curbs, gutters, construction of water quality improvements, storm water conveyance, site paving, service meters, lighting structures, landscaping both on and off the site and improvement within private property and King County Park ROW		

PROJECT TYPE		<input type="checkbox"/> Check if consolidated review is preferred
<input checked="" type="checkbox"/> Land use approval <input checked="" type="checkbox"/> Design review <input checked="" type="checkbox"/> SEPA (environmental) review <input checked="" type="checkbox"/> Critical areas <input type="checkbox"/> Determination <input checked="" type="checkbox"/> Alteration <input type="checkbox"/> Exception <input type="checkbox"/> Reasonable use permit <input type="checkbox"/> Tree removal <input type="checkbox"/> Master signage plan <input type="checkbox"/> Variance <input type="checkbox"/> Wireless service facility	<input type="checkbox"/> Boundary line <input type="checkbox"/> Binding site plan <input type="checkbox"/> Subdivision <input type="checkbox"/> Short plat <input type="checkbox"/> Preliminary plat <input type="checkbox"/> Final plat <input type="checkbox"/> Modification <input type="checkbox"/> Conditional use <input type="checkbox"/> Special use permit <input type="checkbox"/> Temporary use permit <input type="checkbox"/> Administrative Interpretation	<input checked="" type="checkbox"/> Shoreline permit <input checked="" type="checkbox"/> Substantial development permit <input checked="" type="checkbox"/> Conditional use permit <input type="checkbox"/> Exemption <input type="checkbox"/> Variance <input type="checkbox"/> Annexation <input type="checkbox"/> Zoning code amendment <input type="checkbox"/> Comprehensive plan amendment <input type="checkbox"/> Development Agreement <input type="checkbox"/> Zoning map amendment <input type="checkbox"/> Area-wide <input type="checkbox"/> Site-specific <input type="checkbox"/> Subdivision vacation

I certify under penalty of perjury that I am the owner or authorized agent of the above property and the information furnished by me is true and correct to the best of my knowledge. I certify that all applicable federal, state, county, and City of Woodinville requirements for the work authorized by this permit shall be met. I grant permission for City staff to enter areas covered by this permit application for the sole purpose of inspecting work completed under this permit application and enforcing provisions related to the issuance or approval of the permit.


Owner / Owner's Agent

1-26-16
Date

RECEIVED
JAN 26 2016

The Reserve at Woodinville Project Narrative **1-16-2016**

The Reserve at Woodinville is located at former Woodinville Lumber site located at 15902 Woodinville Redmond Road N.E. The project consists of developing two shell warehouse buildings that have a combined footprint of approximately 200,000 square feet some of which is located in the 200 feet Shoreline Zone.

The site is made up of two separate lots that total about 538,247 square feet of land. Access to the land locked partial from the Woodinville – Redmond Road is provided by easement from King County Parks at two locations.

The project consists of developing parking for about 200 cars; demolition, grading and filling the site for redevelopment; the construction warehouse facility; removal the paved storage yard located within the 100 foot of the OHW mark along with restoration and enhancement of the river buffer; underground storm and utilities systems; landscaping and irrigation; offsite driveways and street improvements, and other work required to make the facility move in ready for a potential user.

This redevelopment project is located between the King County Parks Property (aka old railroad right of way) that runs along the Redmond Woodinville Road N.E. and west of the Sammamish River. The property is currently consists of two parcels whose access is through use agreement with King County Parks at the SW corner and have a second means of emergency through the school site at the NW. The property has no legal frontage of a public roadway.

The site is located within the City of Woodinville I (Industrial) zoning district. To the east of the site is the river buffer along the Sammamish River channel; to the south a building lumber supplier; to the NW a building material supplier, and to the north an existing business park. The businesses to the south share an access drives that cross the King County Parks property.

Currently the two lots that make up this property consist of one large lot and a smaller on that was proposed location of the prior storm drainage pond. A boundary line adjustment will be executed after the demolition of the remaining warehouse is removed that will result in the Building B being located on its own lot and Building A and the storm water quality pond being located on the same property.

The site slopes from the west to the east toward the river buffer about 8 feet over a distance of over 1100 feet at the south boundary and is fully developed with paving, utilities, and structures except for landscaped areas at the office building and previous areas in the buffer. As part of the project parking lot, foundation and perimeter landscape areas will be provided so the overall previous area will be significantly reduced.

Existing Conditions and Back Ground Information:

BD Real Estate previously submitted permits were abandoned in 2015 except for the WSDOT permit which is still in force. The buildings except for the metal building in the shoreline zone where demolished. Prior to that the grading permit closed out and the site winterized.

Attached to the development application is an “As Graded” survey and an aerial photo of the site in its current condition. This shows what areas in the interim which are previous and remain paved.

The prior Shoreline Development Permit and Construction Permits Applications were based on a phased project. The first phase was for shoreline development, grading and demolition permit. The second phase was for site development and building construction, and the third was construction of parking and dock height loading within the shoreline zone. A SEPA review was completed for all phases and a DNS issued in November 14, 2013 and no appeals of that decision were made.

The third phase of the shoreline application was for a conditional use to allow parking within the shoreline zone and dock loading doors with the 200 foot shoreline zone in the area beyond the 100 foot buffer. This was requested so that the office area located at the east side of the property near the buffer would have direct access to parking.

As part of the prior review process the applicant submitted for design review, building permit, demolition permits, engineering permits, sewer and water construction permits, and street improvement permits. The grading permit and development permit for areas outside the shoreline was issued; design review completed, street improvement drawings submitted to WSDOT and approved; construction drawings submitted and approved by planning and building; and the Phase III conditional use permit prepared for parking and loading in the shoreline prepared.

The site except for a small area located within the shoreline zone on the north parcel (125605 9053) and the west parcel (125605 9068) are above the flood zone. Located in within in the shoreline environment are two constructed storm water discharge points that out fall to the river and a constructed water quality treatment swale. These out falls to the river will remain as is and storm water storage volumes be maintained as well.

The existing metal building, located on parcel 125605 9068, was constructed within the 200 “Shoreline Environment” outside of the “Conservancy Management Zone under a shoreline permit issued by the City of Woodinville in 2003 (see attached exhibit). As part of the prior project an enhanced buffer along the river frontage and a water quality swale constructed in the western 25 feet of the setback of a 100 foot buffer approved.

Redevelopment Plan:

The proposed redevelopment plan provides a building footprint of approximately 200,000 SF building that meets the short and long term goals of the tenant who are in the range of 20,000 to 100,000 SF or more. This program requires a design which provides large bulk storage area that has dock height access on one side, and office area of up to a maximum of 15% and a partial second floor area of 7.5%.

The irregular property shape allows us to develop a site plan with the loading area between Buildings A & B so the loading doors are screened from view from the East and the West. This results in a design where the major user’s office area in Building A can be located at the main entry and dock service on the north side of the building. The other tenant entries along the entry drive at Building A face the south along and the office space of the east is next to the 100 foot river buffer.

Building B has office areas at the SW and SE corners as well. It is serviced by entry drives that go north along the east and west ends of Building A. This makes them easy to identify and creates a two circular access route to the loading area that the buildings share. As a result of the design the service areas are screened from the street and the river environment by building modes just as they do on Building A. It also permits us to lower the grade west of the service area so the truck docks are screened by the grade change, the office building, and the landscaping to the west.

This design permits us to efficiently use the land, utilize the topography to create a view of the open space, and take advantage of the amenity the river environment provides to the extent feasible. In doing so we create a need to park between the building and the shoreline “Conservancy Management Zone”; locate parts of the building 40 feet into the “Urban Conservancy Zone”; and locate three drive in doors, two in recessed alcoves just within the 200 foot “Shoreline Environment.

Because of the visibility of the project the south, east & west faces of Building A and the north, east & west faces of Building B will be designed to conform to the intent Industrial Design Guidelines. As part of the approval an early design review package will be submitted. The final approval package will be submitted to staff prior to the issue of the land use permit.

Site Design:

The redeveloped property should be considered as a complex in terms of utilities, maintenance, landscaping, access and storm drainage. Parking is also provided on a shared bases so minimum code parking is achieved through a cross parking agreement between all partials. A parking study has been done and based on that document parking is provided that is sufficient for the current use and additional capacity that can accommodate other uses in the future that have higher demand.

As part of the proposed redevelopment a new on site drainage and water quality treatment system will be provided. Untreated run off from the existing office building site will flow into the new treatment facility which will be located in the SE corner of the site.

The site will be landscape based on the current code requirements. The new patio areas around the office building and at the warehouse office entries will also be landscaped. At the east along the river the new buffer landscaping will be provided at the north parcel (125605 9068) and additional enhancement provided at the area east of the former manufacturing building. Within the buffer access trails will be provided to view points along the river as part of the buffer restoration.

The water quality pond will that is located at the SE corner will receive enhanced plantings similar to the buffer and be fenced off for safety reasons. The pond will be located outside the “Conservancy Management Zone” and discharge through the existing swale to the current drainage out fall location at the river.

Building Design:

The proposed building will be designed to conform to the City of Woodinville Industrial Design Guidelines. In addition it will follow the green building design guidelines which will insure it is environmentally friendly.

The building will be a type IIIB sprinkled structure with 30 foot clearance designed for rack storage of class IV commodities with a steel/wood hybrid roof structure cover with a light colored PVC roof. Exterior walls would be painted concrete with reveals. Loading doors are recessed back into the building so they are protected from the weather. Other wall surfaces are articulated with reveals, painted, have clearstory windows, and a minimum of a 9 foot landscape bed adjacent to them where trees can be planted against the building to provide visual buffer and serve as a transition between the building and ground.

At the SW corner of Building A is a two story entry feature with an exterior canopy that is 12 foot clear. Along the east, west and south face strip windows are featured at the ground and second floor areas at Building A and B adjacent to the entries. At upper wall areas are clearstory window treatment are provided at wall surface visible from off site. The typical office entries have a two story recess area and an entry canopy at the lower level to protect the entrance. These design elements make the entrances easily identifiable.

The buildings as designed have tenant offices at the east near the 100 foot open space. For the facility to function effectively and meet the parking requirement established by the "Parking Demand Study" parking at Building A is needed at the west, south, & east sides and at Building B at the same three faces. The applicant will request a Shoreline Conditional Use Permit for this project so parking can be placed were it is needed.

Off Site Improvements:

The site main access to the Woodinville Redmond Road NE is across the King County Parks property (aka the old railroad right of way) at the SW corner of the site and emergency access is located at the NW corner. Both access routes are currently about 24 feet wide. The primary access, the south drive, width will be increased to 30 feet since it will also be the truck entry.

As part of the project the section of roadway fronting the site will be increased in width so left hand turn lanes at both entries can be provided. Within the old railroad right of way new driveway approaches will be constructed to meet WSDOT standard, drainage culverts installed, a side walk to the highway at the SW drive constructed, and the driveways widened and repaved.

Consistency with the SDP Decision Criteria Statement

A portion of the subject property is located in shoreline zone that is designated “Industry”. The property in this district is zoned “I” Industrial. This area is set aside so that industrial activities can be grouped together and the area be protected from intrusion of commercial or residential uses. The proposed project is consistent with the shoreline designation because the proposed shell buildings are designed to accommodate uses permitted within that zone.

The project will be designed and reviewed according to the City of Woodinville “Industrial Design Guidelines”. The submittal will be based on the previously approved project on this site

The redevelopment of the property will require Grading Permit, Site Development Permit, Shoreline Conditional Use Permit because some of property within the zone will be used for loading and parking. As part of that process SEPA a review will be done to determine the appropriate mitigating measures. That determination will identify what mitigating measures will be needed to issue a Shoreline Conditional Use Permit for future construction.

Consistency with SCUP Decision Criteria Statement

1-17-2016

The Woodinville Shoreline Master Program permits a conditional use permit with the shoreline zone to be allowed the eight criteria in section 7.5.3.3 are satisfied. The applicant requests conditional use permit to allow car parking and loading within the shoreline zone outside the stream buffer. Parking will areas will be buffered based on Shoreline Master Plan Section 6.11.2 (Regulations) 5. Parking Areas-(a) by an enhanced buffer of 100 feet. Loading areas will be screened based Shoreline Master Plan Section 6.11.2 (Regulations) 6. Loading Areas-(b) will be visually screened by design features and 100 foot stream buffer.

Building A is located on parcel C has parking in the shoreline zone and one drive in door located within it that is screened from the shoreline. Building B is located on parcel B, has parking in the shoreline zone and two drive in loading doors that are recessed into the building so they are not visible from the shoreline. In either case since they are drive-in doors the loading or unloading activity is not visible from the shoreline zone. In both situations the stream buffer screens them from view.

Back Ground

Within the industrial area adjacent to the shoreline environment parking has consistently been allowed between the stream buffer within the shoreline zone as shown on the attached aerial photo with the address 16202 Woodinville Redmond Road NE. At the Mackie building where the main office area is adjacent to the river buffer a double row is provided and loading doors are within the shoreline zone on the sides of the structures. In the case of the four building complex to the south two of the buildings have loading doors facing the shoreline environment and parking.

The parking and loading area requirement for the Industrial Shoreline Zone refers to Chapter 6 of the WSMP. Under Section 6.11.2 (Regulations) 5. Parking Area-(a) the parking code allow up to four parking stalls with screen river ward of the buffer between a building in the shoreline zone with a conditional use permit. This is based on the view of stalls being adequately screened.

In order to meet the needs of industrial users WSMP properties designated “Industry” needs to provide adequate parking for near their entrances and access around the buildings for services and emergency. The amount of the parking needed exceeds four parking stalls allowed by code because of the scale of the users be allowed.

Loading doors in the shoreline zone outside the stream buffer are permitted by conditional use permit in the shoreline zone. These doors when located with the shoreline zone on the side of the building shall be screened form the pedestrian view along the water way

SCUP Decision Criteria compliance

Consistency` with the eight decision criteria listed:

1. The proposed use is consistent with the policies of RCW 90.58.020 and the policies of this program.

Response: *The proposed use allows the natural character of the shore to remain as is; doesn't compromise long term benefit; protects the resources and ecology through enhancement of the 100 foot buffer and water quality treatment of existing discharges to the river, and provides public access to viewpoints near the river dike.*

2. The proposed use will not interfere with the normal public use of the shoreline.

Response: *The section of shoreline is not currently publically accessible. If the city chooses at some time in the future to construct a trail on the dike the proposed use doesn't affect the public use of the shoreline.*

3. The proposed use of the site and design of the project is compatible with other existing and planned uses.

Response: *The "I" zoning district allowed uses permit warehousing, outdoor storage, secondary schools, manufacturing, and other non-hazardous uses. The proposed use of the project as warehousing is consistent with the surrounding uses and the cities long term goals for this district. See attached Arial photo of 16202 Woodinville Redmond Road NE*

4. The purposed use will cause no avoidable adverse effects to the shoreline environment in which it is locate.

Response: *The use is separated from the shoreline will a 100 foot buffer. The dike along the river prevents and direct run off from entering the stream. Water from the parking surfaces will be treated prior to discharge to the river. No avoidable adverse effects to the shoreline environment will occur.*

5. That water, air, noise and other classes of pollution will not be more severe than the pollution that would result in from the uses which are permitted in the particular environment.

Response: *Roadways and fire lanes are permitted in the shoreline zone along with clean industrial use. The pollution from parking is similar to the permitted uses and complies with air quality standards.*

6. That none of the goals, policy statements, or specific aims of the particular environment would be violated, abrogated or ignored.

Response: *The proposal doesn't violate, abrogate or ignore the goals, policy statements, or specific aims of the particular environment in that it provides adequate visual buffering and mitigating measures for the proposed use.*

7. That no other applicable regulations will be violated.

Response: *No other applicable regulations will be violated*

8. The public interest suffers no substantial detrimental effect.

Response: *The propose design mitigates and substantial effect.*

CERTIFICATE OF WATER AVAILABILITY

Do not write in this box

Number _____

Name _____

- Building Permit
- Short Subdivision
- Preliminary Plat of PUD
- Rezone or other _____

APPLICANT'S NAME Panattoni Development

PROPOSED USE Woodinville Lumber Business Park

LOCATION 15902 Woodinville-Redmond Road N.E. PIN: 152605-9053, -9060, and -9068

(Attach map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Water will be provided by service connection only to an existing _____ water main _____ feet from the site.

OR

b. Water service will require an improvement to the water system of:
 (1) _____ feet of water main to reach the site; and/or
 (2) the construction of a distribution system on the site; and/or
 (3) Other (describe) A developer extension agreement is required for this project that will necessitate an extension or refurbishment of the District's infrastructure.

2. a. The water system is in conformance with a County approved water comprehensive plan.

OR

b. The water system improvement will require a water comprehensive plan amendment.

3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city, or is within the County approved service area of private water purveyor.

OR

b. Annexation or BRB approval will be necessary to provide service.

4. a. Water ~~is~~ or will be available at the rate of flow and duration indicated below at no less than 20 psi measured at the nearest fire hydrant 0 feet from the building 0 property (or as marked on the attached map):

- | | |
|--|---|
| <u>Rate of Flow</u> | <u>Duration</u> |
| <input type="checkbox"/> less than 500 gpm (approx. _____ gpm) | <input type="checkbox"/> less than 1 hour |
| <input type="checkbox"/> 500 to 999 gpm | <input type="checkbox"/> 1 hour to 2 hours |
| <input checked="" type="checkbox"/> 1,000 gpm or more | <input checked="" type="checkbox"/> 2 hours or more |
| <input type="checkbox"/> calculation of _____ gpm (Commercial Building Permits require flow test or calculation) | |
| <input type="checkbox"/> Flow test of _____ | |

OR

b. Water system is not capable of providing fire flow.

5. a. Water system has certificates of water right or water right claims sufficient to provide service.

OR

b. Water system does not currently have necessary water rights or water right claims.

COMMENTS/CONDITIONS

I hereby certify that the above water agency information is true. This certification shall be valid for one year from the date of signature.

Woodinville Water District
Agency Name
General Manager
Title

Ken Howe
Signatory Name
[Signature]
Signature
12-15-15
Date

ATTACHMENT TO
WOODINVILLE CERTIFICATE OF WATER AVAILABILITY
WOODINVILLE WATER DISTRICT

The following terms and conditions apply to the Woodinville Certificate of Availability.

1. This Certificate of Water Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is between the District and the applicant only, and shall not be assigned or transferred by any party without the prior express written consent of the parties, such consent not to be unreasonably withheld. Further, no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.

2. This District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations from Woodinville or any other governmental agency necessary before applicant can utilize service which is the subject of this Certificate.

3. As of the date of the issuance of this Certificate, the District has water available to provide such utility service to the property which is the subject of this Certificate, and the utility systems exists or may be extended by the applicant to provide service to such property. However, service at a level consistent with the water system plan of the District and meeting the District's standards may require improvements to the District's water system. The issuance of this Certificate creates no contractual relationship between the District and the applicant, and the issuance of this Certificate may not be relied upon and does not constitute the District's guarantee that water will be available at the time the applicant may apply to the District for such service.

4. Application for and the possible provision of District utility service to the property which is the subject of this Certificate shall be subject to and conditioned upon the availability of water service to the property at the time of such application, as well as all federal, state, and District laws, ordinances, policies, and regulations in effect at the time of such application for utility service.

5. Comments specific to properties/project:

12/10/15
Date


Agent - Barghausen Consulting Engineers, Inc.
Signature acknowledges receipt and understanding of Water Availability Certificate and attachment.

CITY OF WOODINVILLE
17301 133 Ave NE
Woodinville WA 98072
425-489-2700

This certificate provides the
Building and Fire Departments
with information necessary for
permit approvals

QTR NW
SEC 15
TWP 20
RG 5
Book _____
Pg L3

CERTIFICATE OF SEWER AVAILABILITY

Do not write in this box

Number _____	Name _____
--------------	------------

- Building Permit
- Short Subdivision
- Preliminary Plat of PUD
- Rezone or other _____

APPLICANT'S NAME Panattoni Development

PROPOSED USE Woodinville Lumber Business Park

LOCATION 15902 Woodinville-Redmond Road N.E.

P.I.N.#: 152605-9053, -9060, and -9068

(Attach map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Sewer service will be provided by side sewer connection only to an existing _____ Size sewer feet from the site and the sewer system has the capacity to serve the proposed use.

OR

- b. Sewer service will require an improvement to the sewer system of:
 - (1) _____ feet of sewer trunk or lateral to reach the site; and/or
 - (2) the construction of a collection system on the site; and/or
 - (3) Other (describe) A developer extension agreement is required for this project that will necessitate an extension or refurbishment of the District's infrastructure.

2. a. The sewer system improvement is in conformance with a County or City approved Sewer comprehensive plan.

OR

- b. The sewer system improvement will require a sewer comprehensive plan amendment.

3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city.

OR

- b. Annexation or BRB approval will be necessary to provide service.

4. Service is subject to the following:

- a. Connection charge: SDC + Permit Cost per connection
- b. Easement(s): on site as necessary
- c. Other: All costs related to DE Agreement.

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from the date of signature.

Woodinville Water District

Agency Name

General Manager

Title

Ken Howe, P.E

Signatory Name

[Signature] 12-15-11

Signatory/Date

**ATTACHMENT TO
WOODINVILLE CERTIFICATE OF SEWER AVAILABILITY
WOODINVILLE WATER DISTRICT**

The following terms and conditions apply to the Woodinville Certificate of Availability.

1. This Certificate of Sewer Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is between the District and the applicant only, and shall not be assigned or transferred by any party without the prior express written consent of the parties, such consent not to be unreasonably withheld. Further, no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.

2. This District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations from Woodinville or any other governmental agency necessary before applicant can utilize service which is the subject of this Certificate.

3. As of the date of the issuance of this Certificate, the District has sewer available to provide such utility service to the property which is the subject of this Certificate, and the utility systems exists or may be extended by the applicant to provide service to such property. However, service at a level consistent with the sewer system plan of the District and meeting the District's standards may require improvements to the District's sewer system. The issuance of this Certificate creates no contractual relationship between the District and the applicant, and the issuance of this Certificate may not be relied upon and does not constitute the District's guarantee that sewer will be available at the time the applicant may apply to the District for such service.

4. Application for and the possible provision of District utility service to the property which is the subject of this Certificate shall be subject to and conditioned upon the availability of sewer service to the property at the time of such application, as well as all federal, state, and District laws, ordinances, policies, and regulations in effect at the time of such application for utility service.

5. Comments specific to properties/project:

12/10/15
Date



Agent - Barghausen Consulting Engineers, Inc.

Signature acknowledges receipt and understanding of Water Availability Certificate and attachment.

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO:
NCS-493960-MPLS DATED 06-20-2011)

PARCEL A:

THE SOUTH 300 FEET OF THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON LYING BETWEEN THE SAMMAMISH RIVER AND THE MAINLINE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED MAIN TRACT;
THENCE SOUTH 88°37'50" EAST ALONG THE NORTH LINE THEREOF, 470.68 FEET;
THENCE SOUTH 01°22'10" WEST 270 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF THE ABOVE DESCRIBED MAIN TRACT;
THENCE NORTH 88°37'50" WEST ALONG SAID NORTH LINE TO THE EASTERLY MARGIN OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY RIGHT OF WAY (FORMERLY NORTHERN PACIFIC RAILROAD RIGHT OF WAY);
THENCE NORTH 25°08'36" WEST, ALONG SAID EASTERLY MARGIN TO THE POINT OF THE BEGINNING.

AND EXCEPT THAT PORTION THEREOF CONDEMNED FOR RIGHT OF WAY BY DRAINAGE DISTRICT NO. 3 IN KING COUNTY SUPERIOR COURT CAUSE NO. 81311.

PARCEL B:

LOTS 1 AND 2 OF CITY OF WOODINVILLE BOUNDARY LINE ADJUSTMENT NO. BLA-2003-0014, AS RECORDED OCTOBER 15, 2003 UNDER RECORDING NO. 20031015900008, RECORDS OF KING COUNTY, WASHINGTON.



LETTER OF TRANSMITTAL

RECEIVED

DEC 10 2015

WOODINVILLE WATER DIST

TO: Dee Lofstrom
Woodinville Water District
17238 Woodinville-Duvall Road
Woodinville, WA 98072

DATE: December 10, 2015
SENT VIA: Courier Delivery
PHONE NO.: _____
OUR JOB: 15985

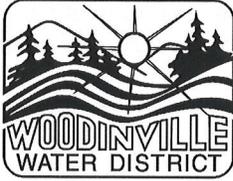
RE: Woodinville Lumber Business Park

Quantity	Date	Description
1 each	12/10/15	Certificate of Water Availability
1 each	12/10/15	Certificate of Sewer Availability
1 each	12/10/15	Check in the Amount of \$80
1 each	12/4/15	Site Plan (11x17)
1 each	6/20/11	Legal Descriptions

Enclosed are the completed water and sewer availability certificate applications for the Woodinville Lumber Business Park project. Please process at your earliest convenience. Let me know if you have any questions or require additional information. Thank you.

cc: Matt Buchanan, Panattoni Development (w/enc via efile)
Betsy Dyer, Barghausen Consulting Engineers, Inc.

Signed: *Ali Sadr*
Ali Sadr, P.E.
Senior Project Engineer



WOODINVILLE WATER DISTRICT

17238 NE Woodinville-Duvall Road
Woodinville, WA 98072
Phone: (425) 487-4100
www.woodinvillewater.com

WATER AND SEWER AVAILABILITY REQUEST APPLICATION

Date: 12-10-15 Grid NW 15-26-5 Map Page L-3

Property Address: 15902 WOODINVILLE-REDMOND RD. N.E. PIN: 152605-9053, 9060, 9068

Property Owners Name: Panattoni Development

Who should we contact when the certificate is complete?

Name: ALI SADR Phone: 425-251-6222

Mailing Address: 18215 72ND AVE. S. City: KENT

Fax: _____ Email Address: ASADR@BARGHAUSEN.COM

1. Relation of Applicant to property: (check one)

Property Owner Owner Representative Other (specify): ENGINEERS

2. Certificate Status:

New Certificate Certificate Renewal

2. Is your request for: (Check One)

Sewer Water Both

3. Does the property have water service currently?

Yes (metered) Yes (Well) No
If "yes", is there a backflow assembly located behind the meter? Yes No

4. Will the building require a fire sprinkler system?

Yes No Don't know

5. Reason for request: (Check One)

Existing single family lot has/needs (check those that apply):

Failing Septic Addition or Remodel (total sq. ft. after remodel _____ s.f.)
 Septic Design Failing Well
 Other (specify): _____

New Construction on existing lot is: (Check One)

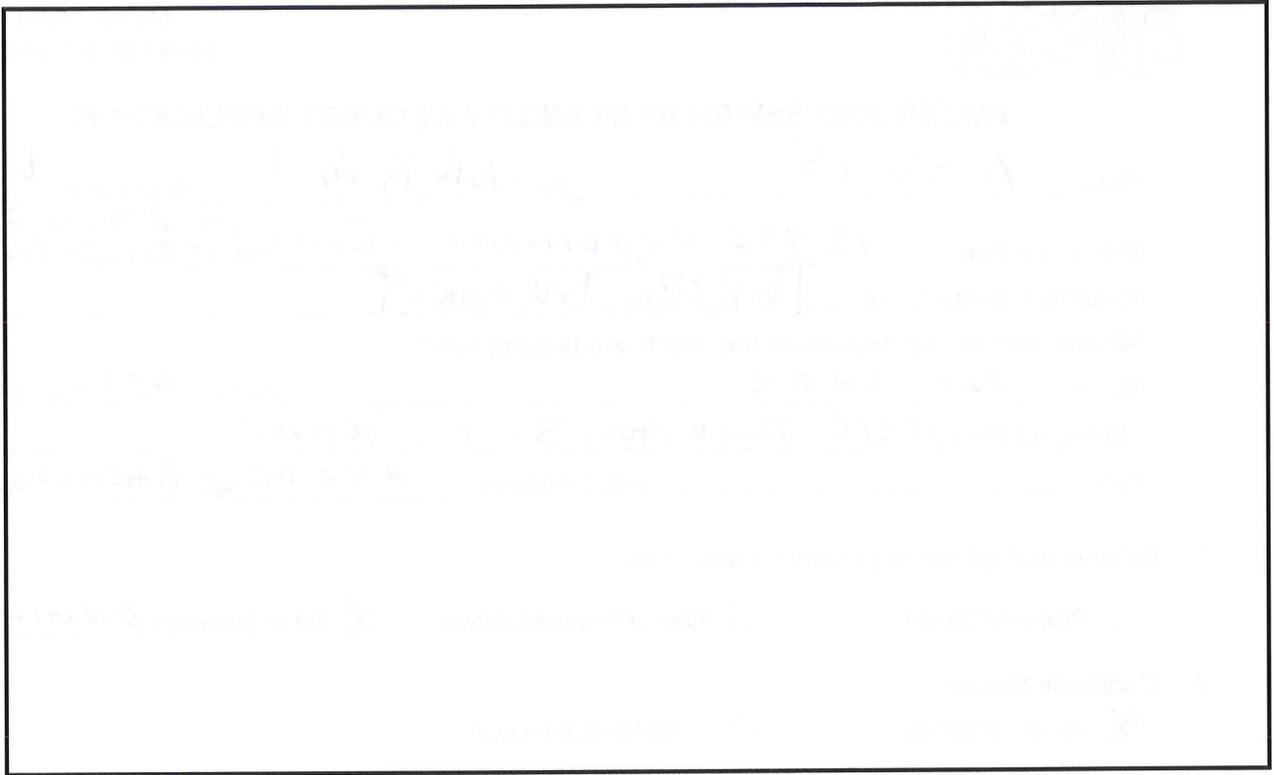
Single Family, Duplex Mother-in-Law Other (specify): _____
(All structures with separate foundations require separate meters)

Square Footage of Home: _____ s.f.

Proposed Development is: (Check One)

Commercial Multi-Family (# of units _____) Industrial
 Plat - # of Lots _____ Short Plat - # of Lots _____
 Other (specify _____)

6. Please provide a sketch showing the distance to the house from each property line. You may attach a site plan or use the designated space below. The distances can be approximate, but be as accurate as possible.



Date: 12-10-15

Applicant Signature: [Signature]

Print Name: JEFF CURRIE

(To be filled out by District staff upon receipt)

Date: 12/14/15

Reviewed By: [Signature]

Taken in by: [Signature]

Date Received: 12/10/15

Time of Day: 2:17

PAID

WOODINVILLE WATER DIST.

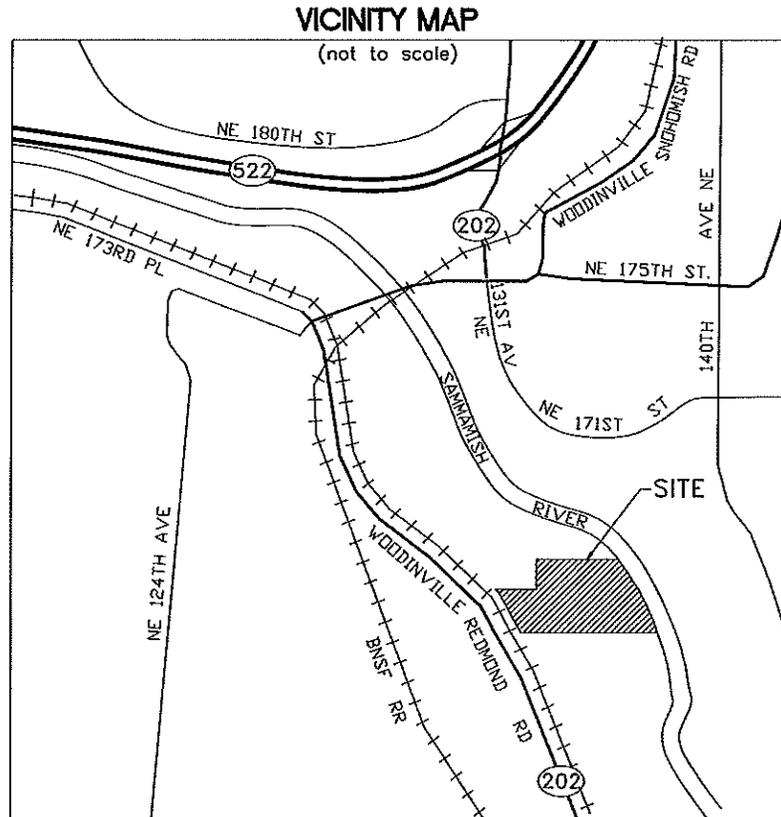
DEC 10 2015

Amount: \$ 80.00
Check No.: 87383
By: Borghese Consulting
Receipt No.: 10283

Contacted for Pickup:

Date: _____

By: _____



LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO:
NCS-706428-WA1 DATED DECEMBER 10, 2014)

PARCELS B AND C OF THE CITY OF WOODINVILLE BOUNDARY LINE
ADJUSTMENT 13001, AS RECORDED IN VOLUME 303, PAGES 23 THROUGH
26, RECORDED OCTOBER 21, 2013 UNDER RECORDING NO.
20131021900003, RECORDS OF KING COUNTY, WASHINGTON.

THE RESERVE AT WOODINVILLE



COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagor of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

This Commitment if preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this commitment to be signed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary



**First American Title Insurance Company
National Commercial Services**

818 Stewart Street, Suite 800, Seattle, WA 98101
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Chantale A. Stiller-Anderson
(206)448-6286
cstiller@firstam.com

Terri Nugent
(206)615-3041
tnugent@firstam.com

To: **NAI Puget Sound Properties
600 108th Avenue Ne, Suite 340
Bellevue , WA 98004**

File No.: **NCS-762069-WA1**
Your Ref No.: **Woodinville Oasis**

Attn: **Patty Bell**

**SECOND REPORT
SCHEDULE A**

- 1. Commitment Date: January 08, 2016 at 7:30 A.M.
- 2. Policy or Policies to be issued:

	AMOUNT	PREMIUM	TAX
Extended Owner's Coverage	\$ 8,675,000.00	\$ To Be Determined	\$ To Be Determined

Proposed Insured:
PDC Seattle, LLC, a Delaware limited liability company

- 3. The estate or interest in the land described on Page 2 herein is **Fee Simple**, and title thereto is at the effective date hereof vested in:

BD Real Estate, LLC, a Washington limited liability company

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

The land referred to in this report is described in Exhibit "A" attached hereto.

EXHIBIT 'A'

LEGAL DESCRIPTION:

PARCELS B AND C OF THE CITY OF WOODINVILLE BOUNDARY LINE ADJUSTMENT 13001, AS RECORDED IN [VOLUME 303, PAGES 23 THROUGH 26](#), RECORDED OCTOBER 21, 2013 UNDER RECORDING NO. [20131021900003](#), RECORDS OF KING COUNTY, WASHINGTON.

SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the Requirements to be complied with:

- Item (A) Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate or interest to be insured.
- Item (B) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- Item (C) Pay us the premiums, fees and charges for the policy.
- Item (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions

SCHEDULE B - SECTION 2
GENERAL EXCEPTIONS

The Policy or Policies to be issued will contain Exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- E. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in acts authorizing the issuance thereof; (3) Water rights, claims or title to water; whether or not the matters excepted under (1), (2) or (3) are shown by the public records; (4) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor, materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgages thereon covered by this Commitment.

**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

The Following Matters Affect Parcel B:

1. Right to maintain a fence, right to cut trees which may constitute a danger to railroad right of way and easement for crossings as granted in railroad right of way deeds to Seattle Lake Shore & Eastern Railway Company recorded under Recording Nos. [13448](#) and [13564](#).
2. The terms and provisions contained in the document entitled Agreement, executed by and between Northern Pacific Railway Company, a Wisconsin corporation and T.B. Klock and Inez M. Klock, husband and wife, recorded June 27, 1928 as Recording No. [2472418](#) of Official Records.
3. Easement, including terms and provisions contained therein:
Recording Information: May 22, 1962 under Recording No. [5429762](#)
In Favor of: King County, a legal subdivision of the State of Washington
For: Flood control
Affects: as described therein
4. Easement, including terms and provisions contained therein:
Recording Information: May 22, 1962 under Recording No. [5429766](#)
In Favor of: King County
For: River bank protection and/or other flood control works
Affects: as described therein
5. The terms and provisions contained in the document entitled Indemnity Agreement, executed by and between Frances DeCarli and Henry A. DeCarli and King County, Washington, recorded May 22, 1962 as Recording No. [5429767](#) of Official Records.
6. Easement, including terms and provisions contained therein:
Recording Information: May 22, 1962 under Recording No. [5429768](#)
In Favor of: King County, a legal subdivision of the State of Washington
For: Flood control
Affects: as described therein
7. The terms and provisions contained in the document entitled Indemnity Agreement, executed by and between W.L. Mullen and Carol M. Mullen and King County, Washington, recorded May 22, 1962 as Recording No. [5429769](#) of Official Records.
8. Easement, including terms and provisions contained therein:
Recording Information: April 10, 1978 under Recording No. [7804100711](#)
In Favor of: Puget Sound Power and Light Company, a Washington corporation
For: An underground electric system
Affects: as described therein
9. Easement, including terms and provisions contained therein:

- Recording Information: April 10, 1978 under Recording No. [7804100722](#)
In Favor of: Puget Sound Power & Light Company, a Washington corporation
For: Underground electric transmission and/or distribution system
Affects: as described therein
10. Easement, including terms and provisions contained therein:
Recording Information: June 14, 1978 under Recording No. [7806140893](#)
In Favor of: Water District No. 104, King County, Washington, a municipal corporation, its successors and assigns
For: Sewer main
Affects: as described therein
11. Easement, including terms and provisions contained therein:
Recording Information: July 14, 1978 under Recording No. [7807141051](#)
In Favor of: Water District No. 104, a municipal corporation, its successors and assigns
For: Sewer
Affects: as described therein
12. Easement, including terms and provisions contained therein:
Recording Information: November 01, 1978 under Recording No. [7811010693](#)
In Favor of: Water District No. 104, a municipal corporation, its successors and assigns
For: Operating, maintaining, inspecting, repairing, or replacing water lines and all necessary facilities and equipment
Affects: as described therein
13. Easement, including terms and provisions contained therein:
Recording Information: November 06, 1981 under Recording No. [8111060759](#)
In Favor of: Water District No. 104, a municipal corporation
For: Operating, maintaining, inspecting, repairing, or replacing water lines and all necessary facilities and equipment
Affects: as described therein
14. Easement, including terms and provisions contained therein:
Recording Information: June 05, 1984 under Recording No. [8406051037](#)
In Favor of: John S. Snow, Jr. and Ellen Snow, husband and wife
For: Ingress, egress and utilities
Affects: as described therein
15. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easement and Maintenance Agreement for Storm Water Detention System" recorded June 05, 1984 as Recording No. [8406051041](#) of Official Records.
16. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easement and Fence Agreement" recorded June 05, 1984 as Recording No. [8406051042](#) of Official Records.

17. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easement" recorded June 05, 1984 as Recording No. [8406051043](#) of Official Records.
18. Easement, including terms and provisions contained therein:
Recording Information: September 19, 1994 under Recording No. [9409191003](#)
In Favor of: King County
For: A public trail for pedestrian, bicycle, equestrian and other non-motorized uses and improvement, construction, alteration and maintenance of such trail, and together with the right to make all necessary slopes for cuts and fills on each side
Affects: as described therein
19. Easement, including terms and provisions contained therein:
Recording Information: May 09, 2003 under Recording No. [20030509002528](#)
In Favor of: Puget Sound Energy, Inc., a Washington corporation
For: An underground electric transmission and/or distribution system
Affects: as described therein
20. Easement, including terms and provisions contained therein:
Recording Information: November 06, 2003 under Recording No. [20031106002810](#)
In Favor of: Woodinville Water District, its successors and assigns
For: Utilities
Affects: as described therein
21. Easement, including terms and provisions contained therein:
Recording Information: April 08, 2005 under Recording No. [20050408002688](#)
In Favor of: Woodinville Water District, its successors and assigns
For: Utilities
Affects: as described therein
22. Easement, including terms and provisions contained therein:
Recording Information: April 11, 2005 under Recording No. [20050411002073](#)
In Favor of: Woodinville Water District, its successors and assigns
For: Utilities
Affects: as described therein
23. Easement, including terms and provisions contained therein:
Recording Information: April 11, 2005 under Recording No. [20050411002074](#)
In Favor of: Woodinville Water District, its successors and assigns
For: Utilities
Affects: as described therein
24. Any question that may arise due to the shifting and/or changing in the course of Sammamish River.
25. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of Sammamish River.

26. Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence)

The Following Matters Affect All Parcels:

27. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Woodinville** is at **1.78%**.
Levy/Area Code: 2505

For all transactions recorded on or after July 1, 2005:

- **A fee of \$10.00 will be charged on all exempt transactions;**
- **A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due.**

28. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

29. The terms and provisions contained in the document entitled Indemnity Agreement, executed by and between Mrs. Inez M. Klock and King County, Washington, recorded May 22, 1962 as Recording No. [5429763](#) of Official Records.
30. Easement, including terms and provisions contained therein:
Recording Information: [6083490](#) and [6083491](#)
For: Ingress, egress, road and utilities
Affects: as described therein
31. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey recorded September 14, 1982 under Recording No. 8209149003 in [Volume 33 of surveys, at Page 192](#), in King County, Washington.
32. The terms, provisions and easement(s) contained in the document entitled "Agreement Releasing Easement and Granting New Easement" recorded December 26, 1985 as Recording No. [8512260866](#) of Official Records.

(Affects Parcel B)
33. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey recorded March 14, 1996 under Recording No. 9603149008 in [Volume 108 of surveys, at Page 85](#), in King County, Washington.

34. Terms, covenants, conditions and restrictions as contained in recorded Lot Line Adjustment (Boundary Line Revision) BLA 2003-0014 :
Recorded: October 15, 2003
Recording Information: [20031015900008](#)
35. Terms, covenants, conditions and restrictions as contained in recorded Lot Line Adjustment (Boundary Line Revision) BLA 13001 :
Recorded: October 21, 2013
Recording Information: [20131021900003](#)
36. Terms and conditions contained in two Agreement for Private Crossing documents, both dated October 28, 2002 by and between The Burlington Northern and Santa Fe Railway Company, and Woodinville Lumber, Inc., and identified as Tracking #02-23055.
37. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: B.D. Real Estate, LLC, a Washington limited liability company
Grantee/Beneficiary: Washington Trust Bank, its successors and assigns
Trustee: UPF Washington, Incorporated and any substitute or successor trustees
Amount: \$4,000,000.00
Recorded: April 03, 2014
Recording Information: [20140403000442](#)

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

(Affects Parcel C and other property)

38. Evidence of the authority of the individual(s) to execute the forthcoming document for B.D. Real Estate, LLC, a Washington limited liability company, copies of the current operating agreement should be submitted prior to closing.
39. Evidence of the authority of the individual(s) to execute the forthcoming document for PDC Seattle LLC, a Delaware limited liability company, copies of the current operating agreement should be submitted prior to closing.
40. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.

41. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

42. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.

43. General Taxes for the year 2016, in an amount not yet available, which cannot be paid until February 15, 2016. Tax Account No.: 152605-9053-05

Note: Taxes and charges for 2015 were paid in full in the amount of \$91,217.44.

(Affects Parcel B)

44. General Taxes for the year 2016, in an amount not yet available, which cannot be paid until February 15, 2016. Tax Account No.: 152605-9068-08

Note: Taxes and charges for 2015 were paid in full in the amount of \$497.01.

(Affects Parcel C)

INFORMATIONAL NOTES

A. 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.

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

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

Parcels B and C, City of Woodinville BLA 13001, Rec. [20131021900003](#)

APN: 152605-9053-05

APN: 152605-9068-08

D. According to the application for title insurance, title is to vest in PDC Seattle, LLC, a Delaware limited liability company.

Examination of the records discloses no matters pending against said party(ies).

E. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

END OF SCHEDULE B

cc: Patty Bell, NAI Puget Sound Properties



First American Title Insurance Company
National Commercial Services

COMMITMENT
Conditions and Stipulations

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

The First American Corporation
First American Title Insurance Company
National Commercial Services
PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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