

FILE COPY

EXHIBIT



Commonwealth[®]
Land Title Insurance Company

**Commitment
For
Title Insurance**

Title insurance since 1876

425 Pike Street, Suite 600 ♦ Seattle, WA 98101 ♦ 206.343.2800 ♦ Fax 206.689.0288



Reliance
A Reliance Group Holdings Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY
425 PIKE STREET SUITE 600
SEATTLE, WA 98101
(206) 343-2800/FAX (206) 689-0271

KING COUNTY OPEN SPACE

508 2ND AVE., #708
SEATTLE, WA 98104
Attn: NEIL

Your No. : E SAM TRAIL
Regarding : BN/KCOS

CLTIC NO.: H769553

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: AUGUST 2, 1996 at 8:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner Policy (10-17-92)	Amount :	\$.00
WORK CHARGE	Premium:	\$	300.00
	Tax :	\$	24.60

Proposed Insured: KING COUNTY OPEN SPACE

(b) ALTA Loan Policy (10-17-92)	Amount :	\$.00
	Premium:	\$	
	Tax :	\$	

Proposed Insured:


(c)	Amount :	\$.00
	Premium:	\$	
	Tax :	\$	

(d)	Amount :	\$	
	Premium:	\$	
	Tax :	\$	

(e)	Premium:	\$	
	Tax :	\$	

3. The estate or interest in the land described or referred to in the Commitment and covered herein is: A FEE SIMPLE OR AN EASEMENT INTEREST ONLY as may be created under instrument recorded under King County Recording No. 13449

Countersigned: _____


RANDY B MCCRORY

Phone No.: 689-0268

CLTIC NO.: H769553

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

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation,
successor in interest to SEATTLE LAKESHORE AND EASTERN RAILWAY COMPANY

5. The land referred to in this Commitment is situated in the County of King, State of Washington, and described as follows:

SEE ATTACHED EXHIBIT "A-1"

CLTIC NO.: H769553

EXHIBIT "A-1"

That portion of the Northern Pacific Railroad Company right-of-way lying within Government Lot 3 in Section 6, Township 24 North, Range 6 East, W.M., in King County, Washington.

END OF EXHIBIT "A-1"

SCHEDULE B - SECTION 1

- I. The following are the requirements to be complied with:
- A. Instrument necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

SCHEDULE B - SECTION 2

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
- A. 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 for value of record the estate or interest or mortgage thereon covered by this commitment.
- B. Any policy issued pursuant hereto will contain the exclusions from coverage and, under Schedule B, the standard exceptions as set forth and identified as to the type of policy on the attached schedules of Exclusions and Exceptions.
- C. SPECIAL EXCEPTIONS:

1. Liability to assessment for general taxes, said property not being carried on the general tax rolls.

Said taxes are being carried on the tax rolls as operating property, which includes this and other property.

SURFACE WATER MANAGEMENT CHARGES for the year 1996.

<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Principal Balance</u>
\$85.02	\$42.52	\$42.50

CONSERVATION TAX CHARGES for the year 1996.

<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Principal Balance</u>
\$1.25	\$0.63	\$0.62

AFFECTS: Said premises and other property

2. Real Estate Excise Tax pursuant to the authority of RCW Chapter 82.45 and subsequent amendments thereto.

As of the date herein, the tax rate for said property is .0178, Unincorporated King County.

3. TRUST DEED OR MORTGAGE dated November 10, 1896, executed by Northern Pacific Railway Company, a Wisconsin corporation, to The Farmers Loan and Trust Company, a corporation, to secure payment of bonds in the aggregate principal sum of \$190,000,000.00 and interest, recorded December 28, 1896, as a real estate mortgage in Volume 137 of Mortgages, page 92, and as a Chattel Mortgage in Volume 33 of Chattel Mortgages, page 1, under Recording No. 153717 and supplemental indentures thereto, if any.
4. TRUST DEED OR MORTGAGE dated November 10, 1896, executed by Northern Pacific Railway Company, a Wisconsin corporation, to the Mercantile Trust Company, a corporation, to secure payment of bonds in the aggregate principal sum of \$130,000,000.00 and interest, recorded December 28, 1896, in Volume 137 of Mortgages, page 1, under Recording No. 153716 and supplemental indentures thereto, if any.
5. TRUST DEED OR MORTGAGE dated July 1, 1914, and Supplementals thereto, executed by Northern Pacific Railway Company, a Wisconsin corporation, to Guaranty Trust Company of New York, a New York corporation, and William S. Tod, as Trustees.
6. CONSOLIDATED MORTGAGE (and supplemental indentures thereto) dated March 2, 1970, recorded March 3, 1970, under Recording No. 6625578, records of King County, Washington, reference to which is made for full particulars.

MORTGAGOR: Burlington Northern, Inc.
MORTGAGEE: Morgan Guaranty Investment Company of New York and Jacob M. Ford, II, Investor

7. The effect of the following Mortgage (and supplemental indentures thereto):

A Trust Deed or Mortgage dated January 1, 1921, executed by Great Northern Railway Company, a Minnesota corporation, to First National Bank of the City of New York, as Trustee, to secure the payment of bonds to be issued, recorded May 10, 1921 under Recording No. 1517101, by reason of Burlington Northern, Inc. succeeding to the interest of Great Northern Railway Company.
8. Terms and conditions of an Act of Congress approved July 2, 1864 (the Northern Pacific Land Grant Act of 1864) providing for the construction and maintenance of a continuous railroad from Lake Superior to Puget Sound.

9. Title as vested is pursuant to instrument recorded under Recording No. 13449. Numerous court cases have held that the language contained in the original instruments conveying ownership rights to various railroad entities can be construed as ambiguous, both as to intent and purpose. This Company therefore assumes no liability for any questions which may arise relating to the nature of the interest of Burlington Northern, as successor, until such time as a court of competent jurisdiction makes a final determination on this matter.
10. Possible reversionary rights and rights of adjoining property owners, dependant upon the intent and/or purpose of the instrument under which title to the rights herein described as vested.
11. This Company assumes no liability relative to the location of the right of way described herein which may be disclosed by an accurate survey of said premises.
12. Question of compliance with R.C.W. 58.17 and local subdivision ordinances.
13. Any unrecorded permits, licenses, easements and agreements entered into by Burlington Northern Railway Company, or its predecessors in interest, pertaining to the use of the right of way by other parties for water, sewer and electric lines, private and public roads and railroad crossings.
14. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Purpose:	Private roadway
Area Affected:	Northerly portion of said premises
Recorded:	June 12, 1923
Recording No.:	1748265
15. Right to enter the land to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line adjoining the land, as granted in instrument recorded under Recording No. 2810056 and 2810057.
16. COVENANTS, CONDITIONS AND RESTRICTIONS imposed by instrument recorded on May 9, 1887, under Recording No. 13449.

DJC/cgg

END OF SCHEDULE B

CLTIC NO.: H769553

Investigation should be made to determine if there are any service, installation, maintenance, or construction charge for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

This company is a Pennsylvania Corporation and is in no way affiliated or connected with Commonwealth Title Insurance Company or Commonwealth Title Company of Pierce County, Washington.

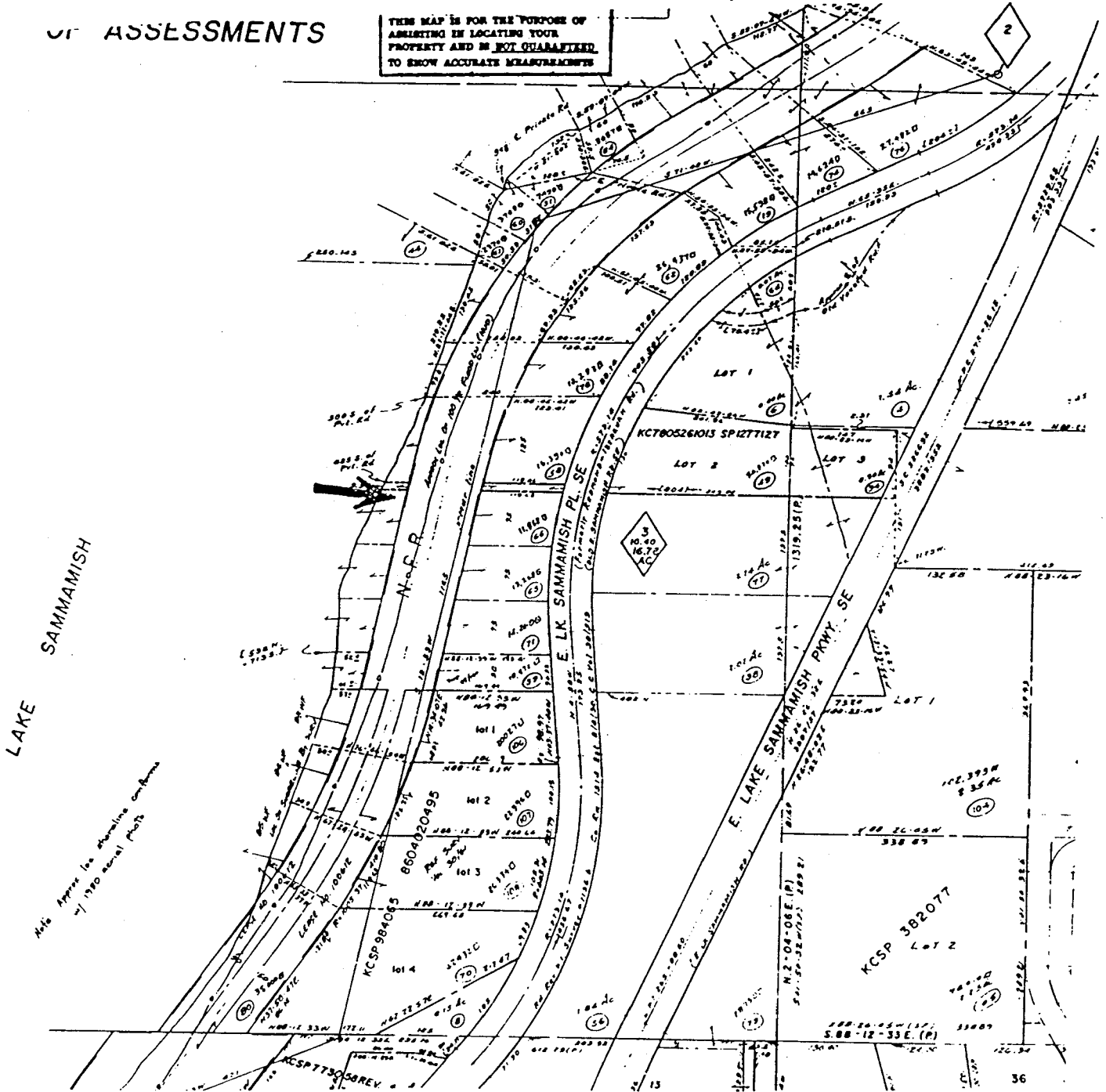
ORDER # 769553 CUSTOMER # _____ VOL. _____ PAGE _____

PLAT _____ LOT _____ BLOCK _____

QUARTER/ QUARTER N¹/₂ / SE SEC. 6 TWP. 24 RANGE 6

OF ASSESSMENTS

THIS MAP IS FOR THE PURPOSE OF ASSISTING IN LOCATING YOUR PROPERTY AND IS NOT GUARANTEED TO SHOW ACCURATE MEASUREMENTS



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes **NO LIABILITY** for any matter related to this sketch. References should be made to an accurate survey for further information.

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE EXCLUSIONS FROM COVERAGE REFERRED TO IN PARAGRAPH 3 OF THE CONDITIONS AND STIPULATIONS ARE AS FOLLOWS:

ALTA OWNER'S POLICY (10-17-92) AND ALTA LEASEHOLD OWNER'S POLICY (10-17-92)

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement hereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

ALTA LOAN POLICY (10-17-92) AND ALTA LEASEHOLD LOAN POLICY (10-17-92)

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or

CLTA STANDARD COVERAGE LOAN POLICY (1990)

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) to timely record the instrument of transfer; or

(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.

SCHEDULE B EXCEPTIONS

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNERS' POLICIES - STANDARD COVERAGE AND CLTA STANDARD COVERAGE LOAN POLICY

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

1. Taxes or assessments which are not now payable or 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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under workers' compensation laws, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B EXCEPTIONS APPEARING IN ALTA OWNERS' POLICIES - EXTENDED COVERAGE

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

1. Taxes or assessments which are not now payable or 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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

Commitment For Title Insurance

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges 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 this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. Lynch, Jr.
Secretary

By

Joseph A. Burke
President

Conditions and Stipulations

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