



ALTA Commitment (6/17/06)

COMMITMENT FOR TITLE INSURANCE

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("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 in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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 by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officer and signatory on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary



Pacific Northwest Title Company

YOUR TITLE TEAM:

LaVonne Bowman, Sr. Title Officer
(206)343-1328
lavonnebowman@pnwt.com

Kelly Cornwall, Sr. Title Officer
(206)343-1335
kellycornwall@pnwt.com

Curtis Goodman, Title Officer
(206)343-1327
curtisgoodman@pnwt.com

Daisy Lorenzo, Title Officer
(206)343-1329
daisylorenzo@pnwt.com

Peter Child, Title Officer
(206)343-1355
peterchild@pnwt.com

Kathy Turner, Asst. Title Officer
(206)343-1345
kathyturner@pnwt.com

A.L.T.A. COMMITMENT

SCHEDULE A

Windermere Real Estate
1200 112th Avenue NE, #B100
Bellevue, WA 98004
Attention: **Wesley Falkenberg**

Title Order No.: **1169142**
Customer Ref: **First Citizens Bank**

1. Effective Date: August 26, 2011 at 8:00 A.M.

2. Policy or Policies to be issued:
Underwriter split is 30%

PREMIUM

ALTA Owner's Policy
Standard
Rate: **Short Term Rate**

Liability Amount: \$**TBD**
Tax: \$

\$ **TBD**
\$ **TBD**

Proposed Insured: **To Be Determined**

3. The estate or interest in said land described or referred to in the Commitment and covered herein is:

Fee simple as to Parcel(s) A, B and C, an easement as to Parcel(s) A-1 and B-1

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

First-Citizens Bank & Trust Company

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

SEE EXHIBIT A ATTACHED

Pacific Northwest Title Company

EXHIBIT A

Order No.: 1169142

Legal Description:

PARCEL A:

LOTS 1 THRU 4, INCLUSIVE, PIERCE COUNTY SHORT PLAT NO. 8706230325, RECORDED JUNE 23, 1987 IN PIERCE COUNTY, WASHINGTON.

PARCEL A-1:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS, AS DELINEATED ON SAID PIERCE COUNTY SHORT PLAT NO. 8706230322 AND 8706230325, RECORDED JUNE 23, 1987, AND AS GRANTED BY INSTRUMENT RECORDED MAY 14, 1987 UNDER RECORDING NO. 8705140363 AND 8705140364, IN PIERCE COUNTY, WASHINGTON.

PARCEL B:

LOTS 3 AND 4, PIERCE COUNTY SHORT PLAT NO. 8706230322, RECORDED JUNE 23, 1987, IN PIERCE COUNTY, WASHINGTON.

PARCEL B-1:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS, AS DELINEATED ON SAID PIERCE COUNTY SHORT PLAT NO. 8706230322 AND 8706230325, RECORDED JUNE 23, 1987, AND AS GRANTED BY INSTRUMENT RECORDED MAY 14, 1987 UNDER RECORDING NO. 8705140363 AND 8705140364, IN PIERCE COUNTY, WASHINGTON.

PARCEL C:

THE SOUTH 254 FEET OF THE NORTH 379 FEET OF GOVERNMENT LOT 6 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE WEST 16.5 FEET AND THE EAST 30 FEET THEREOF, IN PIERCE COUNTY, WASHINGTON.

Property Address:

Not Available
Pierce, WA

Pacific Northwest Title Company

Tax Account Number:

0319257009, 0319257010, 0319257011, 0319257026, 0319257015, 0319257016 and 0319264081

*** END OF EXHIBIT A ***

Pacific Northwest Title Company

A.L.T.A. COMMITMENT SCHEDULE B

Order No.: 1169142

- I. The following are the requirements to be complied with:
 - A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - B. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

- 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. GENERAL EXCEPTIONS:
 1. 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.
 2. Any facts, rights, interests, 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 persons in possession thereof.
 3. Easements, claims of easement or encumbrances 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 would disclose, and which are not shown by the public records.
 5. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
 6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
 7. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
 - C. SPECIAL EXCEPTIONS: As on Schedule B attached.

Pacific Northwest Title Company

SCHEDULE B - continued

Order No.: 1169142

SPECIAL EXCEPTIONS:

1. 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 **unincorporated Pierce County** is at **1.78%**.
Levy/Area Code: 590

2. Taxes for the year 2011. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	0319257009
Levy Code:	590
Total Assessed Value:	\$ 85,000.00
Assessed Land Value:	\$ 85,000.00
Assessed Improvement Value:	\$ 0.00
2011 Total Tax Principal:	\$ 1,127.35

1st Half

Amount Billed:	\$ 563.67
Amount Paid:	\$ 563.67
Amount Due:	\$ 0.00

2nd Half

Amount Billed:	\$ 563.68
Amount Paid:	\$ 0.00
Amount Due:	\$ 563.68

2011 Remaining Balance:	\$ 563.68
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Affects: Lot 1 Parcel A

Pacific Northwest Title Company

3. Taxes for the year 2011. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	0319257010
Levy Code:	590
Total Assessed Value:	\$ 113,900.00
Assessed Land Value:	\$ 113,900.00
Assessed Improvement Value:	\$ 0.00
2011 Total Tax Principal:	\$ 1,502.18

1st Half

Amount Billed:	\$ 751.09
Amount Paid:	\$ 751.09
Amount Due:	\$ 0.00

2nd Half

Amount Billed:	\$ 751.09
Amount Paid:	\$ 0.00
Amount Due:	\$ 751.09

2011 Remaining Balance:	\$ 751.09
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Affects: Lot 2 of Parcel A

4. Taxes for the year 2011. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	0319257011
Levy Code:	590
Total Assessed Value:	\$ 80,500.00
Assessed Land Value:	\$ 80,500.00
Assessed Improvement Value:	\$ 0.00
2011 Total Tax Principal:	\$ 1,068.94

1st Half

Amount Billed:	\$ 534.47
Amount Paid:	\$ 534.47
Amount Due:	\$ 0.00

2nd Half

Amount Billed:	\$ 534.47
Amount Paid:	\$ 0.00
Amount Due:	\$ 534.47

2011 Remaining Balance:	\$ 534.47
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Affects: Lot 3 of Parcel A

Pacific Northwest Title Company

5. Delinquent Taxes for the year 2011.

Tax Account No.: 0319257026
Levy Code: 590
Total Assessed Value: \$ 77,600.00
Assessed Land Value: \$ 77,600.00
Assessed Improvement Value: \$ 0.00

1st Half

Amount Billed: \$ 254.72
Amount Paid: \$ 0.00
Amount Due: \$ 254.72 , plus interest and penalty

2nd Half

Amount Billed: \$ 254.72
Amount Paid: \$ 0.00
Amount Due: \$ 254.72

Affects: Lot 4 of Parcel A

6. Taxes for the year 2011. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 0319257015
Levy Code: 590
Total Assessed Value: \$ 99,400.00
Assessed Land Value: \$ 99,400.00
Assessed Improvement Value: \$ 0.00
2011 Total Tax Principal: \$ 1,313.96

1st Half

Amount Billed: \$ 656.98
Amount Paid: \$ 656.98
Amount Due: \$ 0.00

2nd Half

Amount Billed: \$ 656.98
Amount Paid: \$ 0.00
Amount Due: \$ 656.98

2011 Remaining Balance: \$ 656.98

Affects: Lot 3 of Parcel B

Pacific Northwest Title Company

7. Taxes for the year 2011. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	0319257016
Levy Code:	590
Total Assessed Value:	\$ 156,400.00
Assessed Land Value:	\$ 146,600.00
Assessed Improvement Value:	\$ 9,800.00
2011 Total Tax Principal:	\$ 2,205.91

1st Half

Amount Billed:	\$ 1,102.95
Amount Paid:	\$ 1,102.95
Amount Due:	\$ 0.00

2nd Half

Amount Billed:	\$ 1,102.96
Amount Paid:	\$ 0.00
Amount Due:	\$ 1,102.96

2011 Remaining Balance:	\$ 1,102.96
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Affects: Lot 4 of Parcel B

8. Taxes for the year 2011. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	0319264081
Levy Code:	590
Total Assessed Value:	\$ 239,500.00
Assessed Land Value:	\$ 131,000.00
Assessed Improvement Value:	\$ 108,500.00
2011 Total Tax Principal:	\$ 3,342.97

1st Half

Amount Billed:	\$ 1,671.48
Amount Paid:	\$ 1,671.48
Amount Due:	\$ 0.00

2nd Half

Amount Billed:	\$ 1,671.49
Amount Paid:	\$ 0.00
Amount Due:	\$ 1,671.49

2011 Remaining Balance:	\$ 1,671.49
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Affects: Parcel C

Pacific Northwest Title Company

9. Taxes which may be assessed and extended on any subsequent roll for the tax year 2011, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.
10. Proof that there are no parties in possession, or claiming to be in possession, other than above vestees.
11. Easement, including terms and provisions contained therein:
Recording Information: October 11, 1972 and June 21, 1988 under Recording Nos. 2468693, 2468694 and 8806210187
In Favor of: Garrett Allison
For: Ingress, egress and utilities

Affects: Parcel A
12. Easement, including terms and provisions contained therein:
Recording Information: January 02, 1974 under Recording No. 2534051
For: Ingress, egress and utilities

Affects: Parcel A
13. Easement, including terms and provisions contained therein:
Recorded: May 14, 1987
Recording Information: 8705140363
In Favor of: Lee D. Allison and Lu Ann Allison, husband and wife
For: Ingress, egress and utilities

Affects: Parcel B
14. Easement, including terms and provisions contained therein:
Recording Information: May 14, 1987 under Recording Nos. 8705140363 and 8705140364
In Favor of: Lee D. Allison
For: Ingress, egress and utilities

Affects: Parcels A and B
15. Any and all offers of dedication, conditions, restrictions, easements, fence line/boundary discrepancies, notes and/or provisions shown or disclosed by Pierce County Short Plat No. 8706230322.

Affects: Parcel B
16. Any and all offers of dedication, conditions, restrictions, easements, fence line/boundary discrepancies, notes and/or provisions shown or disclosed by Pierce County Short Plat No. 8706230325.

Affects: Parcel A

Pacific Northwest Title Company

17. Easement, including terms and provisions contained therein:
Recorded: June 29, 1987
Recording Information: 8706290204
In Favor of: Pierce County, a political subdivision of the State of Washington
For: Additional right-of-way for 176th Street

Affects: Lot 4 of Parcel B
18. The terms and provisions contained in the document entitled "Critical Area and Natural Resource Land Title Notification"
Recorded: July 24, 2006
Recording No.: 200607240574

Affects: Parcel A
19. Easement, including terms and provisions contained therein:
Recording Information: 200806200590
In Favor of: Pierce County, a Municipal Corporation and a Political Subdivision of the State of Washington
For: Construction of a wall

Affects: Lot 4 of Parcel B
20. The terms and provisions contained in the document entitled "Declaration of Private Storm and Access Easement Agreement"
Recorded: November 19, 2009
Recording No.: 200911190512

Affects: Lots 2 and 3 of Parcel A and other property
21. Easement, including terms and provisions contained therein:
Recording Information: 201005210142
In Favor of: Pierce County, a Municipal Corporation and a Political Subdivision of the State of Washington
For: Construction of a retaining wall

Affects: Lot 4 of Parcel B

*** END OF SCHEDULE B ***

Pacific Northwest Title Company

NOTES:

1. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: 200912010002, 201006160336 and 201106170202
2. The records of Pierce County and/or our inspection indicate that the address of the improvements located on said land is:
Not Available
Pierce, Washington
3. In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code and the filed schedule of this Company.
4. Abbreviated Legal Description

Parcel Number: 0319257009, 0319257010, 0319257011, 0319257026, 0319257015,
0319257016 and 0319264081
5. Recording Packages should be delivered to **215 Columbia Street, Seattle, WA 98104, Attn: Recording Department**. Please allow sufficient time for our review of the documents prior to recording.

If the recording documents are to be filed in Pierce or Snohomish County, please contact the Recording Department at **206-343-1357**. Due to transportation concerns and recording limitations set by the Counties, we may request the documents be sent to one of our affiliated offices in order to meet your recording requirements.

/DMG

Pacific Northwest Title Company

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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Pacific Northwest Title Company

CONDITIONS

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 acquired 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. 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.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

American Land Title Association Commitment – 2006 (Rev. 6/06)