



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:

Pacific Northwest Title Company, 3224 Wetmore Ave., Everett, WA 98201; FAX No. (425) 551-4815

Title Operations Manager: **Paula Luxmore**, paulaluxmore@pnwt.com, (425)551-4821

Senior Title Officer: **Jere Heiser**, jereheiser@pnwt.com, (425)551-4827

Assistant Title Officer: **Natalie Geyer**, nataliegeyer@pnwt.com, (425)551-2015

## A.L.T.A. COMMITMENT

### SCHEDULE A

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

Title Order No.: **SNO-1171153**  
Customer Ref: **Isabella Park**

1. Effective Date: September 23, 2011 at 8:00 A.M.

2. Policy or Policies to be issued:

Underwriter split is 30%

PREMIUM

**ALTA Owner's Policy**

**Liability Amount: \$TBD**

\$

**TBD**

Standard

Tax:

\$

**TBD**

Rate: **Short Term Rate**

Proposed Insured: **TBD**

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

**FEE SIMPLE**

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

**Parmenter Signature Homes, LLC, a Washington limited liability company**

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

SEE EXHIBIT A ATTACHED

**Pacific Northwest Title Company**

**EXHIBIT A**

Order No.: SNO-1171153

**Legal Description:**

LOTS 1, 2, 3, AND 6, ISABELLA PARK, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER COUNTY AUDITOR'S FILE NUMBER 200806045070, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

**Property Address:**

Lots 1, 2, 3 and 6, Issabella Park  
Bothell, WA

**Tax Account Number:**

011002-000-001-00, 011002-000-002-00, 011002-000-003-00 and 011002-000-006-00

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\*\*\* END OF EXHIBIT A \*\*\*

# Pacific Northwest Title Company

## A.L.T.A. COMMITMENT SCHEDULE B

Order No.: SNO-1171153

- 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.: SNO-1171153

## 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 Snohomish County** is at **1.78%**.  
Levy/Area Code: 03214

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.:	011002-000-001-00
Levy Code:	03214
Total Assessed Value:	\$ 139,400.00
Assessed Land Value:	\$ 139,400.00
Assessed Improvement Value:	\$ 0.00
2011 Total Tax Principal:	\$ 1,484.17

### 1st Half

Amount Billed:	\$ 742.08
Amount Paid:	\$ 742.08
Amount Due:	\$ 0.00

### 2nd Half

Amount Billed:	\$ 742.09
Amount Paid:	\$ 0.00
Amount Due:	\$ 742.09

2011 Remaining Balance:	\$ 742.09
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Affects: Lot 1

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.:	011002-000-002-00
Levy Code:	03214
Total Assessed Value:	\$ 161,000.00
Assessed Land Value:	\$ 161,000.00
Assessed Improvement Value:	\$ 0.00
2011 Total Tax Principal:	\$ 1,713.37

### 1st Half

Amount Billed:	\$ 856.68
Amount Paid:	\$ 856.68
Amount Due:	\$ 0.00

### 2nd Half

Amount Billed:	\$ 856.69
Amount Paid:	\$ 0.00
Amount Due:	\$ 856.69

## Pacific Northwest Title Company

2011 Remaining Balance: \$ 856.69

Affects: Lot 2

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.: 011002-000-003-00  
Levy Code: 03214  
Total Assessed Value: \$ 173,000.00  
Assessed Land Value: \$ 173,000.00  
Assessed Improvement Value: \$ 0.00  
2011 Total Tax Principal: \$ 1,840.69

**1st Half**

Amount Billed: \$ 920.34  
Amount Paid: \$ 920.34  
Amount Due: \$ 0.00

**2nd Half**

Amount Billed: \$ 920.35  
Amount Paid: \$ 0.00  
Amount Due: \$ 920.35

2011 Remaining Balance: \$ 920.35

Affects: Lot 3

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

Tax Account No.: 011002-000-006-00  
Levy Code: 03214  
Total Assessed Value: \$ 195,000.00  
Assessed Land Value: \$ 195,000.00  
Assessed Improvement Value: \$ 0.00  
2011 Total Tax Principal: \$ 2,074.13

**1st Half**

Amount Billed: \$ 1,037.06  
Amount Paid: \$ 1,037.06  
Amount Due: \$ 0.00

**2nd Half**

Amount Billed: \$ 1,037.07  
Amount Paid: \$ 0.00  
Amount Due: \$ 1,037.07

2011 Remaining Balance: \$ 1,037.07

Affects: Lot 6

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6. 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.

7. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Parmenter Signature Homes LLC, a Washington limited liability company  
Grantee/Beneficiary: Seattle Funding Group, Ltd, a Washington corporation  
Trustee: Trustee Services, Inc.  
Amount: \$320,000.00  
Dated: April 15, 2011  
Recorded: April 25, 2011  
Recording Information: [201104250480](#)

According to the public records, the beneficial interest under the deed of trust was assigned to SFG Income Fund VI, L.L.C. by assignment recorded May 03, 2011 as [201105030031](#) of Official Records.

8. Terms, conditions, provisions and stipulations of the Operating Agreement of **Parmenter Signature Homes, LLC**. According to said Agreement dated Undisclosed, Todd Parmenter is the manager thereof. Any amendments to said Agreement must be submitted. Any conveyance or encumbrance of the property must be executed by said manager(s) as provided for therein, subject to said amendments, if any.

9. Reservations and exceptions, including the terms and conditions thereof:

Reserving: An easement for the purpose of maintaining a water hole and pipe line  
Reserved By: Donald Underwood and Pauline Underwood, his wife, and E. A. Peyser and Marie Peyser, his wife  
Recorded: March 07, 1945  
Recording Information: [780373](#)

10. Terms and conditions of Decree:

In Snohomish County  
Superior Court Cause No.: 50090  
Between Plaintiff: Charles H. Brown and Ruth Brown, his wife  
And Defendant: Frank Rogers, et ux

Including, but not limited to, the following:

Defendants are ordered to restore Swamp Creek from the artificial channel created by defendant to the original bed and banks of Swamp Creek and are further enjoined and restrained from any further diversion of said creek

11. Easement, including terms and provisions contained therein:

Recording Information: [1561859](#)  
In Favor of: Pauline Underwood, a widow and Estate of Ethan Allen Peyser and Marie Peyser, surviving wife of Ethan Allan Peyser  
For: The maintenance, repair, replacement and servicing of a pumping system on Swamp Creek and a pipeline extending from Swamp Creek in a general Easterly direction to the property owned by grantors and their predecessors on March 11, 1948

12. Easement, including terms and provisions contained therein:

Recording Information: [7709260215](#)  
In Favor of: Public Utility District No. 1 of Snohomish County  
For: Electric distribution line

## Pacific Northwest Title Company

13. Easement, including terms and provisions contained therein:  
Recording Information: [7709260288](#)  
In Favor of: Alderwood Water District, its successors and assigns  
For: Water Main
14. Easement, including terms and provisions contained therein:  
Recording Information: [8209080083](#)  
In Favor of: Alderwood Water District, a municipal corporation  
For: Sewer pipeline and appurtenances
15. Easement, including terms and provisions contained therein:  
Recording Information: [8311080136](#)  
In Favor of: Alderwood Water District, its successors and assigns  
For: Sewer trunk line
16. Easement, including terms and provisions contained therein:  
Recording Information: [8311220183](#)  
In Favor of: Alderwood Water District, its successors and assigns  
For: Sewer trunk line with all connections, manholes and appurtenances thereto
17. Easement, including terms and provisions contained therein:  
Recording Information: [8711100037](#)  
In Favor of: Present and future owners  
For: Ingress and egress
18. Agreement and the terms and conditions thereof:  
Between: Present  
And: Future owners  
Recording Information: [8903150365](#)
19. Easement, including terms and provisions contained therein:  
Recording Information: [9103280193](#)  
In Favor of: Phoenix Development, Inc.  
For: Main line sanitary sewer
20. Assignment of said easement recorded under recording number [9304010340](#).
21. Easement, including terms and provisions contained therein:  
Recording Information: [9301040404](#)  
In Favor of: Phoenix Development, Inc., a Washington Corporation, its successors and assigns  
For: Bridge for supporting a sanitary sewer main across Swamp Creek and for pedestrian ingress and egress  
  
This easement supercedes and terminates that certain bridge easement recorded under Recording Number [9008210156](#)
22. Restrictive Covenant/Equitable Servitude for Maintenance of Drainage Facilities and the terms and conditions thereof, recorded under Recording Number [9603260600](#)

## **Pacific Northwest Title Company**

23. Any and all offers of dedication, conditions, restrictions, easements, fence line/boundary discrepancies, notes and/or provisions shown or disclosed by Plat of Isabella Park recorded under recording number 200806045070.
24. Any question that may arise due to the shifting and/or changing in the course of Swamp Creek.
25. 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)

**\*\*\* 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: [201104250479](#)
2. The records of Snohomish County and/or our inspection indicate that the address of the improvements located on said land is:  
Lots 1, 2, 3 and 6, Issabella Park  
Bothell, 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  
  
LOTS 1, 2, 3, AND 6, ISABELLA PARK, REC. NO. 200806045070, SNOHOMISH COUNTY  
Parcel Number: 011002-000-001-00, 011002-000-002-00, 011002-000-003-00 and  
011002-000-006-00

/SS

### Contact Information:

Title Operations Manager: Paula Luxmore  
Senior Title Officer: Jere Heiser  
Assistant Title Officer: Natalie Geyer

Phone: (425) 551-4821, E-mail: paulaluxmore@pnwt.com  
Phone: (425) 551-4827, E-mail: jereheiser@pnwt.com  
Phone: (425) 551-2015, E-mail: nataliegeyer@pnwt.com  
Fax: (425) 551-4815

# 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](http://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)