



First American

First American Title Insurance Company

2910 S Meridian Ave, Ste 180
Puyallup, WA 98373-1585
Phn - (253)471-1234 (800)238-8810
Fax -

ESCROW COMPANY INFORMATION:

Escrow Officer/Closer: **SUZANNE SCHROEDER**
sschroeder@firstam.com

First American Title Insurance Company
800 Bellevue Way NE, Suite 300, Bellevue, WA 98004
Phone: (425)201-4550 - Fax: (866)233-5179

Title Team Two (Pierce)

Lisa Polosky (253) 382-2814 lpolosky@firstam.com	Denese Montgomery (253) 382-2813 dmontgomery@firstam.com	Brownie Shoemaker (253) 382-2834 title.pierce.wa@firstam.com
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Email: title.pierce.wa@firstam.com
Fax No. (866) 651-5629
Recording Department
Email: recording.pierce.wa@firstam.com

Effective September 6th, 2011 our Title and Recording Department will be located at:

2910 So. Meridian, Suite 180, Puyallup, WA 98373

Please forward all Recording packages and Title correspondence to our new location.

To: **Windermere Real Estate - Bellevue Common**
1200 112th AVE NE STE B100
Bellevue, WA 98004

File No.: **4203-1827466**
Your Ref No.:

Attn: Wes Falkenberg

Re: Property Address: **XXX A P Tubbs Rd, Buckley, WA 98321**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

SCHEDULE A

1. Commitment Date: January 27, 2012 at 7:30 A.M.

Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
General Schedule Short Term Rate Owner's Standard Policy Proposed Insured: to follow follow	\$ 1,359,900.00	\$ 2,381.00	\$ 221.43
Simultaneous Issue Rate Mortgagee's Extended Policy Proposed Insured: To Be Determined	\$ To Be Determined	\$ To Be Determined	\$ To Be Determined

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple as to Parcels A and B and Easement only as to Parcel C

(B) Title to said estate or interest at the date hereof is vested in:

First Citizens Bank & Trust Company

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

Real property in the County of pierce, State of Washington, described as follows:

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

**SCHEDULE B
SECTION I**

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (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.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:

**SCHEDULE B
SECTION II**

GENERAL EXCEPTIONS

PART ONE:

- 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, 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.
- 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 the public records.
- E. (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.
- F. 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.
- 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 escrow or interest or mortgage(s) thereon covered by this Commitment.

SCHEDULE B
SECTION II
EXCEPTIONS

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

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 the Pierce County is at **1.78 %**.
Levy/Area Code: 680

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.**

2. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4002
Assessed Land Value: \$ 230,300.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 16

Note: Taxes and charges for 2011 were paid in full in the amount of \$44.75.

3. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4003
1st Half
Assessed Value of Land: \$ 231,300.00
Assessed Value of Improvement: \$ 0.00
2nd Half
Assessed Value of Land: \$ 231,300.00
Assessed Value of Improvement: \$ 0.00
Affects: Parcel 17

Note: Taxes and charges for 2011 were paid in full in the amount of \$45.12.

4. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4004
1st Half
Assessed Value of Land: \$ 220,600.00
Assessed Value of Improvement: \$ 0.00
2nd Half
Assessed Value of Land: \$ 220,600.00
Assessed Value of Improvement: \$ 0.00
Affects: Parcel 18

Note: Taxes and charges for 2011 were paid in full in the amount of \$45.48.

5. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1002
1st Half
Assessed Land Value: \$ 180,100.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 180,100.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 19

Note: Taxes and charges for 2011 were paid in full in the amount of \$46.22.

6. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1003
1st Half
Assessed Land Value: \$ 180,800.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 180,800.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 20

Note: Taxes and charges for 2011 were paid in full in the amount of \$40.14.

7. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1004
1st Half
Assessed Land Value: \$ 191,100.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 191,100.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 21

Note: Taxes and charges for 2011 were paid in full in the amount of \$46.94.

8. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1005
1st Half
Assessed Land Value: \$ 191,800.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 191,800.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 22

Note: Taxes and charges for 2011 were paid in full in the amount of \$47.32.

9. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1006
1st Half
Assessed Land Value: \$ 173,500.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 173,500.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 23

Note: Taxes and charges for 2011 were paid in full in the amount of \$47.51.

10. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1007
1st Half
Assessed Land Value: \$ 172,800.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 172,800.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 24

Note: Taxes and charges for 2011 were paid in full in the amount of \$47.14.

11. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1008
1st Half
Assessed Land Value: \$ 133,200.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 133,200.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 25

Note: Taxes and charges for 2011 were paid in full in the amount of \$44.96.

12. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-1009
1st Half
Assessed Land Value: \$ 158,200.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 158,200.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 26

Note: Taxes and charges for 2011 were paid in full in the amount of \$50.44.

13. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4005
1st Half
Assessed Land Value: \$ 181,300.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 181,300.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 27

Note: Taxes and charges for 2011 were paid in full in the amount of \$51.45.

14. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4006
1st Half
Assessed Land Value: \$ 192,000.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 192,000.00
Assessed Improvement Value: \$ 0.00
Affects: Parcel 28

Note: Taxes and charges for 2011 were paid in full in the amount of \$57.44.

15. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4007
1st Half
Assessed Land Value: \$ 174,500.00
Assessed Improvement Value: \$ 0.00
2nd Half
Assessed Land Value: \$ 174,500.00
Assessed Improvement Value: \$ 0.00

Affects: Parcel 29

Note: Taxes and charges for 2011 were paid in full in the amount of \$60.05.

16. General taxes and assessments, if any, for the year 2012, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 061929-4008

1st Half

Assessed Land Value: \$ 213,800.00

Assessed Improvement Value: \$ 0.00

2nd Half

Assessed Land Value: \$ 213,800.00

Assessed Improvement Value: \$ 0.00

Affects: Parcel B Survey [200605055003](#)

Note: Taxes and charges for 2011 were paid in full in the amount of \$3,508.95.

17. Potential taxes, penalties and interest incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Forest land was given by the pierce County Assessor on February 27, 1973 under recording no. [2492218](#).

If the subject property is to continue under the special valuation, the notice of compliance on the forthcoming Excise Tax Affidavit must be properly completed and submitted for approval to the Assessor's Office before or at the time of recordation of the conveyance. Additional time will be required for this process.

If the subject property will not continue under the special valuation, Pierce County will not accept an instrument of conveyance for recording unless the compensating tax has been paid.

(Affects Parcel A)

18. Easement, including terms and provisions contained therein:

Recording Information: [1729569](#)

In Favor of: United States of America

For: Transmission line

(Affects Lots 17 and 18, Parcel A)

19. Easement, including terms and provisions contained therein:

Recording Information: [2237705](#)

In Favor of: United States of America

For: Transmission line and access road

(Affects Parcel A)

20. Easement Agreement and the terms and conditions thereof:

Between: Burlington Northern Railroad Company, a Delaware corporation

And: St. Regis Paper Company, a New York corporation

Recording Information: August 25, 1982 under Recording No. [8208250176](#)

(Affects Parcel B)

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

Reserving: Coal and Minerals
Reserved By: PCTC, Inc.
Recorded: July 7, 1989
Recording Information: [8907070176](#)

Modification and/or amendment by instrument:

Recording Information: May 31, 1991, April 9, 1993 and August 23, 1995 under
Recording Nos. [9105310521](#), [9304091049](#), [9508230371](#) and
[9508230372](#)

22. A Paid-Up Oil and Gas lease and the terms and conditions thereof.

Lessor: Meridian Oil Inc., a Delaware corporation
Lessee: Palo Petroleum, Inc., a Texas corporation
Term: (2) years and so long thereafter as oil and gas is produced
Dated: June 26, 1992
Recorded: January 13, 1993
Recording Information: [9301130354](#)

23. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey recorded June 3, 2003 under Recording No. [200306035005](#), in Pierce County, Washington.

24. Conditions, notes, easements, provisions contained and/or delineated on the face of the Survey recorded May 5, 2006 under Recording No. 200605055003 in pierce County, Washington.

(Affects Parcel B)

25. The terms and provisions contained in the document entitled "Plat Agreement to Maintain Stormwater Facilities and to Implement a Pollution Source Control Plan"

Recorded: October 2, 2006
Recording No.: [200610020327](#)

(Affects Parcel B)

26. Easement, including terms and provisions contained therein:

Recording Information: June 12, 2007 under Recording No. [200706120707](#)
For: Temporary private road and utilities

(Affects Lots 17 and 18, Parcel A)

27. The terms and provisions contained in the document entitled "Private Road and Utility Easement"

Recorded: June 12, 2007
Recording No.: [200706120708](#)

28. Easement, including terms and provisions contained therein:

Recording Information: June 12, 2007 under Recording No. [200706120709](#)
For: Temporary private slope and storm drainage

(Affects Lot 16, Parcel A & Parcel B)

29. Easement, including terms and provisions contained therein:
Recording Information: June 12, 2007 under Recording No. [200706120710](#)
For: Temporary private road and utilities

(Affects : Lot 16, Parcel A & Parcel B)
30. Easement, including terms and provisions contained therein:
Recording Information: June 12, 2007 under Recording No. [200706120711](#)
For: Private slope and storm drainage
31. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: December 21, 2007 under Recording No. [200712210041](#)
- The above said document supercedes and replaces documents recorded May 22, 2006 and August 15, 2007 under Recording Nos. [200605220599](#) and [200708150461](#).
- Modification and/or amendment by instrument:
Recording Information: [201110210504](#)
32. Memorandums of Agreements and the terms and conditions thereof:
Between: Martin Stairs, DRM, LLC
And: Pierce County
Recording Nos.: [201012070445](#) through [201012070452](#) inclusive
Affects: Parcels 16, 17, 18, 26, 27, 28, 29 and Parcel B
33. Matters regarding extended coverage for the Mortgagee's policy which are dependent upon an inspection for determination of insurability. The results of our inspection will be furnished by Supplemental Report.
34. According to the application for title insurance, the purchase price in the proposed transaction is less than the assessed valuation of the property. The COUNTY will require documentation that the purchase price is a bona fide offer. Said documentation may be in the form of a copy of the Purchase and Sale Agreement AND MUST BE SENT IN WITH THE RECORDING PACKAGE.
- Purchase Price: \$ 1,359,900.00
Assessed Value: \$ 2,799,200.00
35. Proof that there are no parties in possession, or claiming to be in possession, other than above vestees.

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 16-29, Survey, Rec. 200306035005 and Parcel B, Survey, Rec. 200605055003

APN: 061929-4002, 061929-1002, 061929-1005, 061929-1008, 061929-4006

APN: 061929-4003, 061929-1003, 061929-1006, 061929-1009, 061929-4007

APN: 061929-4004, 061929-1004, 061929-1007, 061929-4005, 061929-4008

- D. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: [201112220243](#)

Property Address: **XXXX A P TUBBS ROAD, Buckley, WA 98321**

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: "Prior to the issuance of an extended coverage owner's policy (including our Homeowner's Policy of Title Insurance), the Company will require the attached Owner's Affidavit to be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirements as warranted."

NOTE: A FEE WILL BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I
or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American

First American Title Insurance Company
2910 S Meridian Ave, Ste 180
Puyallup, WA 98373-1585
Phn - (253)471-1234 (800)238-8810
Fax -



First American Title

Privacy Information

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 subsidiaries 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 that 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.

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 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

FIRST AMERICAN TITLE INSURANCE COMPANY
Exhibit "A"

Vested Owner: First Citizens Bank & Trust Company

Real property in the County of Pierce, State of Washington, described as follows:

PARCEL A:

PARCELS 16 THRU 29 OF RECORD OF SURVEY RECORDED JUNE 3, 2003 UNDER PIERCE COUNTY RECORDING NO. 200306035005, RECORDS OF PIERCE COUNTY, WASHINGTON.

PARCEL B:

PARCEL B OF THE RECORD OF SURVEY RECORDED MAY 5, 2006 UNDER RECORDING NO. 200605055003, RECORDS OF PIERCE COUNTY, WASHINGTON.

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THE DOCUMENT RECORDED JUNE 12, 2007 UNDER RECORDING NO. 200706120708, RECORDS OF PIERCE COUNTY, WASHINGTON.

Tax Parcel Number: 061929-4002, 061929-1002, 061929-1005, 061929-1008, 061929-4006, 061929-4003, 061929-1003, 061929-1006, 061929-1009, 061929-4007, 061929-4004, 061929-1004, 061929-1007, 061929-4005, 061929-4008

Situs Address: XXXX A P TUBBS ROAD, Buckley, WA 98321