Attachment 19 First American Title Insurance Company 818 Stewart St, Ste 800 Seattle, WA 98101 Phn - (206)728-0400 (800)826-7718 Fax -

#### **First American Title Insurance Company** 3905 Martin Way, Ste A, Olympia, WA 98506

ESCROW COMPANY INFORMATION: Escrow Officer/Closer: GAIL RANDALL GRandall@firstam.com

Phone: (360)350-6760 - Fax: (866)341-0145

King County Title Team 818 Stewart St, Ste. 800, Seattle, WA 98101 Fax No. (866) 904-2177 Fax No. (866) 561-3729 EMAIL: TITLEKINGWA@firstam.com

Pat Fullerton (206) 615-3055 Peter Child (206) 336-0726

**Attn: Bonnie Geers** 

Re:

Kelly Cornwall (206) 336-0725

Jennifer Salas (206) 615-3011 Kathy J. Turner (206) 336-0724

Curtis Goodman (206) 615-3069 Municipality Title Officer

To: Quadrant Homes 14725 SE 36th Street, Suite 200 Bellevue, WA 98006 File No.: **4291-2227241** Your Ref No.: **QPID-12136** 

Property Address: To Be Determined, Redmond, WA

# **Fifth Report**



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#### **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.

## First American Title Insurance Company

Pat Fullerton, Title Officer

## **SCHEDULE A**

- 1. Commitment Date: May 26, 2015 at 7:30 A.M.
- 2. Policy or Policies to be issued: AMOUNT PREMIUM TAX General Schedule Rate with 10% combination discount Extended Owner's Policy \$ 12,400,000.00 \$ 18,906.00 \$ 1,814.98 Proposed Insured: Quadrant Corporation, a Washington Corporation Multiple Coverage Rate ALTA Extended Loan Policy \$ To Follow \$ To Follow \$ To Follow Proposed Insured: To Follow
- 3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

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

N. Mansoori and T. Mansoori, Trustees of the Nuri and Talla Living Trust dated June 17, 2005, and successors

4. The land referred to in this Commitment is described as follows: Real property in the County of King, 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.

- Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Redmond** is at **1.78** %. Levy/Area Code: 2025
- 2. General Taxes for the year 2015. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	2	52605903308
	1	st Half
Amount Billed:	\$	20,929.06
Amount Paid:	\$	20,929.06
Amount Due:	\$	0.00
Assessed Land Value:	\$	4,188,000.00
Assessed Improvement Value:		0.00
	2nd Half	
Amount Billed:	\$	20,929.06
Amount Paid:	\$	0.00
Amount Due:	\$	20,929.06
Assessed Land Value:	\$	4,188,000.00
Assessed Improvement Value:	\$	0.00

- 3. Potential lien rights as a result of labor and/or materials used, or to be used, for improvements to the premises. The Company reserves the right to make additional requirements prior to insuring. An indemnity agreement to be completed by The Quadrant Corporation, is being sent to The Closing Escrow Company and must be submitted to us **prior to closing** for our review and approval. All other matters regarding extended coverage have been cleared for mortgagee's policy. Items A through E and G and H on Exhibit B herein will be omitted in said extended coverage mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.
- 4. Agreement executed by and between the parties herein named upon the conditions therein provided.

Between:	Murullah Mansoori and Talla Mansoori, husband and wife,	and
	Ata Mansoori	
Recorded:	May 18, 1987	
Recording Information:	8705180405	
Providing as Follows:		
Ownership of said premises	and subdivision thereof	

The interest of Ata Mansoori was assigned to Ata Monsoori, Trustee, or his successors in trust, under the Ata Mansoori Living Trust, dated November 15, 2004, and any amendments thereto, by instrument recorded under Recording Number 20041117001221.

5. Right, title and interest of Susan Mansoori, grantee on Quit Claim Deed:

Dated:	August 30, 2005
Recorded:	September 06, 2005
Recording Number:	20050906000075
Grantor:	Ata Mansoori

On the date of said instrument, the Grantor, individually, held no record interest in said property, and has since acquired no record interest.

6. Terms, provisions, conditions of the Trust Agreement of Nuri and Talla Mansoori Living Trust dated June 17, 2005, and any subsequent modifications, a copy of which should be submitted to this office for inspection.

We have reviewed the Trust and will accept the signatures of N. Mansoori and T. Mansoori as co-trustees of said trust.

7. ALTA survey by Axis Survey & Mapping, dated April 10, 2014 under Job No. 14-059 discloses the following exceptions to AITA Extended Owner's Purchaser Coverage:

(A) Fences along the southerly portion of the property that do not conform to the south property line.

(B) Errors in one or more of the courses along the north property line that do no conform with the legal description of record.

8. The terms and provisions contained in the document entitled "Declaration of Covenant Private Well"

Recorded:	April 10, 1991
Recording No.:	9104100997

Said instrument is a re-record of recording no(s). 9103291137.

9.	Easement, including terms and	provisions contained therein:
	Recorded:	July 12, 1993
	Recording Information:	9307120603
	In Favor Of:	Puget Sound Energy, Inc., a Washington corporation
	For:	Electric transmission and/or distribution system

- 10.Reimbursement Agreement for Utility Improvements and the terms and conditions thereof:<br/>Between:<br/>And:<br/>Recording Information:City of Redmond<br/>John F Buchan Construction Inc.<br/>20020829000113
- 11.
   Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):

   Recorded:
   November 17, 2005

   Recording Information:
   20051117900035
- 12. Reimbursement Agreement for Utility Improvements and the terms and conditions thereof: Between: City of Redmond And: Prescott Land Partners, LLC Recording Information: 20071210000359

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Reimbursement Agreement correction recorded as Recording Number 20080305002267.

#### **INFORMATIONAL NOTES**

- A. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.
- B. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.
- C. 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.
- D. 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.

PTN SEC 25 TWP 26N RGE 5E NW QTR SE QTR, KING COUNTY APN: 252605903308

E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

Property Address: **To Be Determined, Redmond, WA** 

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.

## 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.

cc: Quadrant Corporation

cc: The Nuri and Talla Mansoori Living Trust

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First American Title Insurance Company 818 Stewart St. Ste 800 Seattle, WA 98101

Phn - (206)728-0400 (800)826-7718 Fax -



First American Title

#### 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:

First American

- 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.

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

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.

Form 50-PRIVACY (9/1/10)

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Privacy Information (2001-2010 First American Financial Corporation)

## FIRST AMERICAN TITLE INSURANCE COMPANY Exhibit "A"

Vested Owner: N. Mansoori and T. Mansoori, Trustees of the Nuri and Talla Living Trust dated June 17, 2005, and successors

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

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, 322.8 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 318.8 FEET; THENCE NORTH 72°57′00" EAST 207 FEET; THENCE NORTH 41°12′00" EAST 152 FEET; THENCE NORTH 71°44′00" EAST 210 FEET; THENCE SOUTH 24°43′00" EAST 122 FEET; THENCE EAST 770 FEET; THENCE SOUTH 350 FEET; THENCE WEST 750 FEET;

THENCE SOUTH 50 FEET;

THENCE WEST 172 FEET; THENCE SOUTH 50 FEET; THENCE WEST 400 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY UNDER RECORDING NUMBERS 2723101 AND 2723102 FOR ROAD PURPOSES;

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION LYING SOUTHERLY OF THE ABOVE DESCRIBED PROPERTY AND LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE NORTH 02°10′58" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 321.65 FEET;

THENCE SOUTH 88°31'14" EAST, A DISTANCE OF 30.00 FEET TO THE EXISTING EASTERN MARGIN OF THE 172ND AVENUE NORTHEAST RIGHT OF WAY AND TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

THENCE CONTINUING SOUTH 88°31'14" EAST, A DISTANCE OF 370.30 FEET;

THENCE NORTH 01°50'57" EAST, A DISTANCE OF 51.50 FEET;

THENCE SOUTH 88°34'28" EAST, A DISTANCE OF 172.85 FEET;

THENCE NORTH 02°00'07" EAST, A DISTANCE OF 48.09 FEET;

THENCE SOUTH 88°15′54" EAST, A DISTANCE OF 768.44 FEET TO THE TERMINUS ON THE EAST LINE OF SAID NORTHWEST QUARTER, SAID TERMINUS BEING FURTHER DESCRIBED AS LYING 416.26 FEET TO THE NORTH, AS MEASURED ALONG SAID EAST LINE, FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY, PURSUANT TO ORDER OF DEFAULT AND JUDGMENT FILED IN KING COUNTY UNDER SUPERIOR COURT CAUSE NUMBER 14-2-20046-3 AND AS RECORDED UNDER RECORDING NO. 20141117000348:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 05 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE NORTH 01°57'11" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 416.26 FEET TO THE NORTHEAST CORNER OF WYNSTONE, ACCORDING TO THE PLAT THEREOF RECORDED UNDER KING COUNTY RECORDING NUMBER 20051221001348, AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCELS;

THENCE NORTH 01°57'11" EAST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 347.93 FEET TO THE SOUTHEAST CORNER OF WILLOWMERE PARK, ACCORDING TO THE PLAT THEREOF RECORDED UNDER KING COUNTY RECORDING NUMBER 20140303000262;

THENCE NORTH 88°35'37" WEST ALONG THE SOUTH LINE OF SAID PLAT OF WILLOWMERE PARK A DISTANCE OF 791.29 FEET TO AN ANGLE POINT THEREOF;

THENCE SOUTH 87°49'02" EAST (EAST PER DEED PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 4291-2227241), DEPARTING SAID SOUTH LINE OF WILLOWMERE PARK A DISTANCE OF 770.00 FEET;

THENCE SOUTH 02°10'58" WEST A DISTANCE OF 337.38 FEET MORE OR LESS (SOUTH 350 FEET PER SAID DEED) TO THE NORTH LINE OF SAID PLAT OF WYNSTONE;

THENCE SOUTH 88°15'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 22.62 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel Number: 252605903308

Situs Address: To Be Determined, Redmond, WA