



# CHICAGO TITLE

COMPANY OF WASHINGTON

## SUPPLEMENT NO. 2

Moira Haughian  
 BlueLine Group  
 25 Central Way, Suite 25  
 Kirkland, WA 98033

**Title Officer:** Commercial / Unit 6  
**Esc. Officer:** Shelley Anderson  
**Property:** ptn of the swq nwq sn 34-26-05  
 Redmond, WA 98052  
**Borrower(s):** Terrene Ventures, LLC, a Washington  
 Limited Liability Company  
**Seller(s):** Richard Darveau and Christy Darveau  
**Order No.:** 0023128-06

The above numbered report with an Effective Date of April 6, 2015 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

**The effective date is amended as follows:**

The Effective Date of August 22, 2014 is hereby amended to be: April 6, 2015 at 08:00 AM

**The following items/notes have been changed on your report:**

ITEMS:

11. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015  
 Tax Account No.: 342605-9046-02  
 Levy Code: 2020  
 Assessed Value-Land: \$353,000.00  
 Assessed Value-Improvements: \$256,000.00

General and Special Taxes: Billed: \$6,097.93  
 Paid: \$0.00  
 Unpaid: \$6,097.93

**SUPPLEMENTAL**

(continued)

For title inquiries, please contact the issuing office:

Chicago Title Company of Washington  
701 5th Avenue, Suite 2300  
Seattle, WA 98104

Phone: (206)628-5610  
Fax: (206)628-9717  
Email: CTISEATitleUnit6@ctt.com

For settlement inquiries, please contact the settlement office:

Chicago Title Company of Washington  
701 5th Avenue, Suite 2300  
Seattle, WA 98104

Phone: (206)628-5666  
Fax: (206)628-9737

Supplemental Date: April 13, 2015

Countersigned By:



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Authorized Officer or Agent

**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

Commitment Number:

**0023128-06**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, 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 (6) 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, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial / Unit 6 Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5610 Email: CTISeaTitleUnit6@ctt.com	Escrow Officer: Shelley Anderson Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Phone: (206)628-9746 Fax: (206)628-9739 Main Phone: (206)628-5666 Email: Shelley.Anderson@ctt.com

**SCHEDULE A****ORDER NO. 0023128-06**

1. Effective Date: August 22, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006
 

Proposed Insured:	Terrene Ventures, LLC, a Washington Limited Liability Company		
Policy Amount:	\$792,500.00		
Premium:		\$	2,196.00
Tax:		\$	208.62
Rate:	Extended		
Discount(s):	Residential Resale with Combination		
Total:		\$	2,404.62
3. The estate or interest in the land described or referred to in this Commitment is:
 

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 

Richard P. Darveau and Christy A. Darveau, husband and wife
5. The land referred to in this Commitment is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

The North 3 acres of the South half of the North half of the Southwest quarter of the Northwest quarter of Section. 34, Township 26 North, Range 5 East, W.M., in King County, Washington;  
Except County Road;

And Except that portion, if any, lying within the following described property:

The North 132 feet of the South 231 feet of the North half of the Southwest quarter of the Northwest quarter of said section;

And Except that portion thereof lying within the following described property:

The West 590 feet of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 26 North, Range 5 East, W.M., in King County, Washington;  
Except the South 251 feet thereof;

And Except the West 30 feet thereof for 132nd Avenue Northeast.

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**SCHEDULE B**

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:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. 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 estate or interest or mortgage thereon covered by this Commitment.

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**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company  
 Purpose: Electric transmission and/or distribution line, together with necessary appurtenances  
 Recording Date: April 29, 1929  
 Recording No.: 2531753  
 Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipe Line Company, a Delaware Corporation  
 Purpose: Pipeline or Pipelines, together with appurtenances  
 Recording Date: December 18, 1963  
 Recording No.: 5677748  
 Affects: Easterly Portion of said premises

3. Right to enter the Land to make repairs and to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining said Land, as granted by instrument:

Recording No.: 4166169

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as shown in the document

Recording Date: April 2, 1962  
 Recording No.: 5406598  
 Purpose: ingress, egress and utilities  
 Affects: Portion of said premises

The exact location and extent of said easement is not disclosed of record.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipe Line company, a Delaware Corporation  
 Purpose: Pipeline or pipelines together with appurtenances  
 Recording Date: September 25, 1973  
 Recording No.: 7309250416  
 Affects: Portion of said premises, the description contained therein is not sufficient to determine its exact location within the property herein described.

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**SCHEDULE B**  
(continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company  
 Purpose: Electric transmission and/or distribution line, together with necessary appurtenances  
 Recording Date: May 2, 1975  
 Recording No.: 7505020464  
 Affects: The South 10 feet of said premises and other property

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Viacom Cablevision  
 Purpose: Television cable and related equipment  
 Recording Date: March 24, 1988  
 Recording No.: 8803240879  
 Affects: Portion of said premises, the description contained therein is not sufficient to determine its exact location

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Viacom Cablevision  
 Purpose: Television line and related hardware  
 Recording Date: March 24, 1988  
 Recording No.: 8803240880  
 Affects: Th North 20 feet of the South 251 feet of the East 560 feet of the West 590 feet of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 24, Township 26 North, Range 5 East, W.M.

9. Covenant to bear part or all of the cost of construction, repair or maintenance of easement granted over adjacent property:

Purpose of Easement: access easement  
 Recording No.: 7912130588

10. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Redmond.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

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**SCHEDULE B**  
(continued)

11. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014  
 Tax Account No.: 342605-9046-02  
 Levy Code: 2020  
 Assessed Value-Land: \$315,000.00  
 Assessed Value-Improvements: \$227,000.00

General and Special Taxes: Billed: \$5,919.67  
 Paid: \$2,959.84  
 Unpaid: \$2,959.83

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$215,500.00  
 Dated: December 3, 2012  
 Trustor/Grantor: Richard P. Darveau and Christy A. Darveau, husband and wife  
 Trustee: First American Title Insurance Company  
 Beneficiary: Mortgage Electronic Registration Systems Inc. as nominee for Provident Funding Associates, L.P.  
 Recording Date: December 13, 2012  
 Recording No.: 20121213000737

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$200,000.00  
 Dated: February 25, 2010  
 Trustor/Grantor: Richard P. Darveau and Christy A. Darveau, married  
 Trustee: First American Title Insurance Company  
 Beneficiary: KeyBank National Association  
 Recording Date: February 26, 2013  
 Recording No.: 20130226000420

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

14. To provide an extended coverage owner's policy, general exceptions A through D may be eliminated or limited after an inspection of the Land and/or review of the survey, if required, is completed. General exceptions E through J will remain in the owner's policy to be issued.

If the anticipated closing date is less than 4 weeks from the date of this commitment, please contact your title officer immediately.

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**SCHEDULE B**  
(continued)

15. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

**END OF EXCEPTIONS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: In the event the owner's policy coverage is changed from extended to standard coverage a charge of \$200.00, plus \$17.60 sales tax, will be added to cover the costs relating to the extended coverage inspection.

Note B: Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note C: NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

Standard Coverage:	\$1,420.00
Sales tax:	\$134.90
Extended coverage surcharge:	\$776.00
Sales tax on surcharge:	\$73.72

TOTAL PREMIUM, INCLUDING TAX: \$2,404.62

Your invoice to follow, will include

Inspection charge:	\$225.00
Sales tax:	\$21.37

TOTAL CHARGES, INCLUDING TAX: \$2,650.99

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

ptn of the swq nwq sn 34-26-05  
Tax Account No.: 342605-9046-02

Note E: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

**END OF NOTES**

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**SCHEDULE B**  
(continued)

**END OF SCHEDULE B**

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**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.
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 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>.*

**END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Effective: January 24, 2014**

**Order No.:** 0023128-06--SA

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

**Collection and Use of Information**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

**Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

## PRIVACY NOTICE

(continued)

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youonlinechoices.com](http://www.youonlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

**PRIVACY NOTICE**

(continued)

**European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

**Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

**Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

**Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

**Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014 / LAST UPDATED: JANUARY 24, 2014





# CHICAGO TITLE

COMPANY OF WASHINGTON

701 5th Avenue, Suite 2300  
 Seattle, WA 98104  
 Phone: (206)628-5610 / Fax: (206)628-9717

**Order No.:** 0023128-06  
**Property:** APN/Parcel ID: 342605-9046-02

<b>SELLER(S)</b>	
Richard Darveau and Christy Darveau	
<b>BUYER/BORROWER(S)</b>	
Terrene Ventures, LLC, a Washington Limited Liability Company	
<b>ESCROW</b>	
Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 <b>Phone:</b> (206)628-5666 <b>Fax:</b> (206)628-9737	<b>Escrow Officer:</b> Shelley Anderson <b>Phone:</b> (206)628-9746 <b>Fax:</b> (206)628-9739 <b>Email:</b> Shelley.Anderson@ctt.com
<b>BUILDER</b>	
Terrene Ventures / Highmark Development Group 520 6th St. S. #B Kirkland, WA 98034 <b>Phone:</b> (425)822-8848 <b>Fax:</b>	<b>Main Contact:</b> Kevin Rech <b>Phone:</b> (425)788-4717 <b>Email:</b> kevin@terreneventures.com

**Thank You for specifying Chicago Title Company of Washington  
 Your transaction is important to us.**



# CHICAGO TITLE

COMPANY OF WASHINGTON

## SUPPLEMENT NO. 2

Moira Haughian  
 BlueLine Group  
 25 Central Way, Suite 25  
 Kirkland, WA 98033

**Title Officer:** Commercial / Unit 6  
**Esc. Officer:** Shelley Anderson  
**Property:** 11026 132nd Avenue NE  
 Redmond, WA 98052  
**Buyer(s):** Terrene Ventures, LLC a Washington LLC  
**Seller(s):** Dana J. Olson and Shawna G. Olson  
**Order No.:** 0027988-06

The above numbered report with an Effective Date of April 6, 2015 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

**The effective date is amended as follows:**

The Effective Date of November 13, 2014 is hereby amended to be: April 6, 2015 at 08:00 AM

**The following items/notes have been changed on your report:**

ITEMS:

11. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015  
 Tax Account No.: 342605-9093-04  
 Levy Code: 2020  
 Assessed Value-Land: \$365,000.00  
 Assessed Value-Improvements: \$116,000.00

General and Special Taxes: Billed: \$4,818.71  
 Paid: \$0.00  
 Unpaid: \$4,818.71

**SUPPLEMENTAL**

(continued)

For title inquiries, please contact the issuing office:

Chicago Title Company of Washington  
701 5th Avenue, Suite 2300  
Seattle, WA 98104

Phone: (206)628-5610  
Fax: (206)628-9717  
Email: CTISEATitleUnit6@ctt.com

For settlement inquiries, please contact the settlement office:

Chicago Title Company of Washington  
701 5th Avenue, Suite 2300  
Seattle, WA 98104

Phone: (206)628-5666  
Fax: (206)628-9737  
Email: CTISettlementCommercialEscrow@fnc.com

Supplemental Date: April 13, 2015

Countersigned By:



---

Authorized Officer or Agent

**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**0027988-06**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, 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 (6) 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, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial / Unit 6 Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5610 Email: CTISeaTitleUnit6@ctt.com	Escrow Officer: Shelley Anderson Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Phone: (206)628-9746 Fax: (206)628-9739 Main Phone: (206)628-5666 Email: Shelley.Anderson@ctt.com

**SCHEDULE A****ORDER NO. 0027988-06**

1. Effective Date: November 13, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006
 

Proposed Insured:	Terrene Ventures, LLC a Washington limited liability company		
Policy Amount:	\$785,000.00		
Premium:	\$	1,498.00	
Tax:	\$	142.31	
Rate:	Standard		
Discount(s):	Residential Resale with Combination		
Total:	\$	1,640.31	
3. The estate or interest in the land described or referred to in this Commitment is:
 

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 

Dana J. Olson and Shawna G. Olson, husband and wife
5. The land referred to in this Commitment is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

The West 478 feet of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington;  
Except the South 251 feet thereof; and  
Except the East 100 feet thereof; and  
Except the West 30 feet thereof for 132nd Avenue Northeast;

Together with an easement for ingress, egress and utility over and across the North 20 feet of the West 478 feet of the South 251 feet of said South half of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington;  
Except the West 30 feet thereof for 132nd Avenue Northeast.

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**SCHEDULE B**

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:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. 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 estate or interest or mortgage thereon covered by this Commitment.

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**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Granted to: Puget Sound Power & Light Company  
 Purpose: Electric transmission and distribution lines and related facilities and appurtenances thereto  
 Recording Date: April 20, 1929  
 Recording No.: 2531753  
 Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Granted to: Olympic Pipe Line Company, a Delaware corporation  
 Purpose: Pipeline(s) for transportation of oil and gas, etc., and appurtenances related thereto  
 Recording Date: December 18, 1963  
 Recording No.: 5677748  
 Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Granted to: Olympic Pipe Line Company, a Delaware corporation  
 Purpose: Pipeline(s) for transportation of oil and gas, etc., and appurtenances related thereto  
 Recording Date: September 25, 1973  
 Recording No.: 7309250416  
 Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Granted to: Puget Sound Power & Light Company, a Washington corporation  
 Purpose: Electric transmission and/or distribution lines together with all necessary or convenient appurtenances  
 Recording Date: May 2, 1975  
 Recording No.: 7505020464  
 Affects: A Southerly portion of said premises and other property
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 

Purpose: Ingress, egress and utility  
 Recording Date: July 6, 1976  
 Recording No.: 7607060135  
 Affects: A Southerly portion of said premises and other property

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**SCHEDULE B**  
(continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Viacom Cablevision  
Purpose: Aerial television line or buried cable television line(s) and appurtenances  
Recording Date: March 24, 1988  
Recording No.: 8803240878  
Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.

7. Easement Agreement

Between: Mark P. Argelan and Betty Kaye Argelan, husband and wife  
And: Stephen G. Nielsen and Lynne P. Nielsen, husband and wife  
Recording Date: December 26, 1995  
Recording No.: 9512260975  
Regarding: Lateral support for adjacent road; provisions for drainage system

8. Matters contained in that certain Road Maintenance Agreement which document, among other things, may provide for liens and charges.

Between: Charles S. White and Karen White, husband and wife  
And: Wauneta J. McDonald, single person  
Recording Date: December 13, 1979  
Recording No.: 7912130588

Reference is hereby made to said document for full particulars.

9. Matters contained in that certain document

Entitled: Seller's Notice of On-Site Sewage System Operation and Maintenance Requirements  
Dated: August 11, 2006  
Executed by: Susan D. Booth  
Recording Date: August 11, 2006  
Recording No.: 20060811000007

Reference is hereby made to said document for full particulars.



**SCHEDULE B**  
(continued)

10. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Renton.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

11. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014  
 Tax Account No.: 342605-9093-04  
 Levy Code: 2020  
 Assessed Value-Land: \$326,000.00  
 Assessed Value-Improvements: \$102,000.00

General and Special Taxes: Billed: \$4,676.01  
 Paid: \$4,676.01  
 Unpaid: \$0.00

12. Please be advised that our search did not disclose any open mortgages/deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
13. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
14. The deed under which title is vested, recorded under recording no. 20060817001941, must be re-recorded to include a legal description of the property conveyed. Said deed did **not** include the legal description attachment referenced therein.
15. Title is to vest in Terrene Ventures, LLC, and will then be subject to the following matters shown at paragraph(s) 16.
16. Terms and conditions of the limited liability company agreement for Terrene Ventures, LLC.

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**SCHEDULE B**  
(continued)

17. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

**END OF EXCEPTIONS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Portion of the Southwest quarter of the Northwest quarter of Section 34-26-5.  
Tax Account No.: 342605-9093-04

Note B: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

**END OF NOTES****END OF SCHEDULE B**

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ALTA Commitment (06/17/2006)



**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.
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 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>.*

**END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Effective: January 24, 2014**

**Order No.:** 0027988-06--SA

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

**Collection and Use of Information**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

**Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

## PRIVACY NOTICE

(continued)

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

**PRIVACY NOTICE**

(continued)

**European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

**Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

**Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

**Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

**Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014 / LAST UPDATED: JANUARY 24, 2014





# CHICAGO TITLE

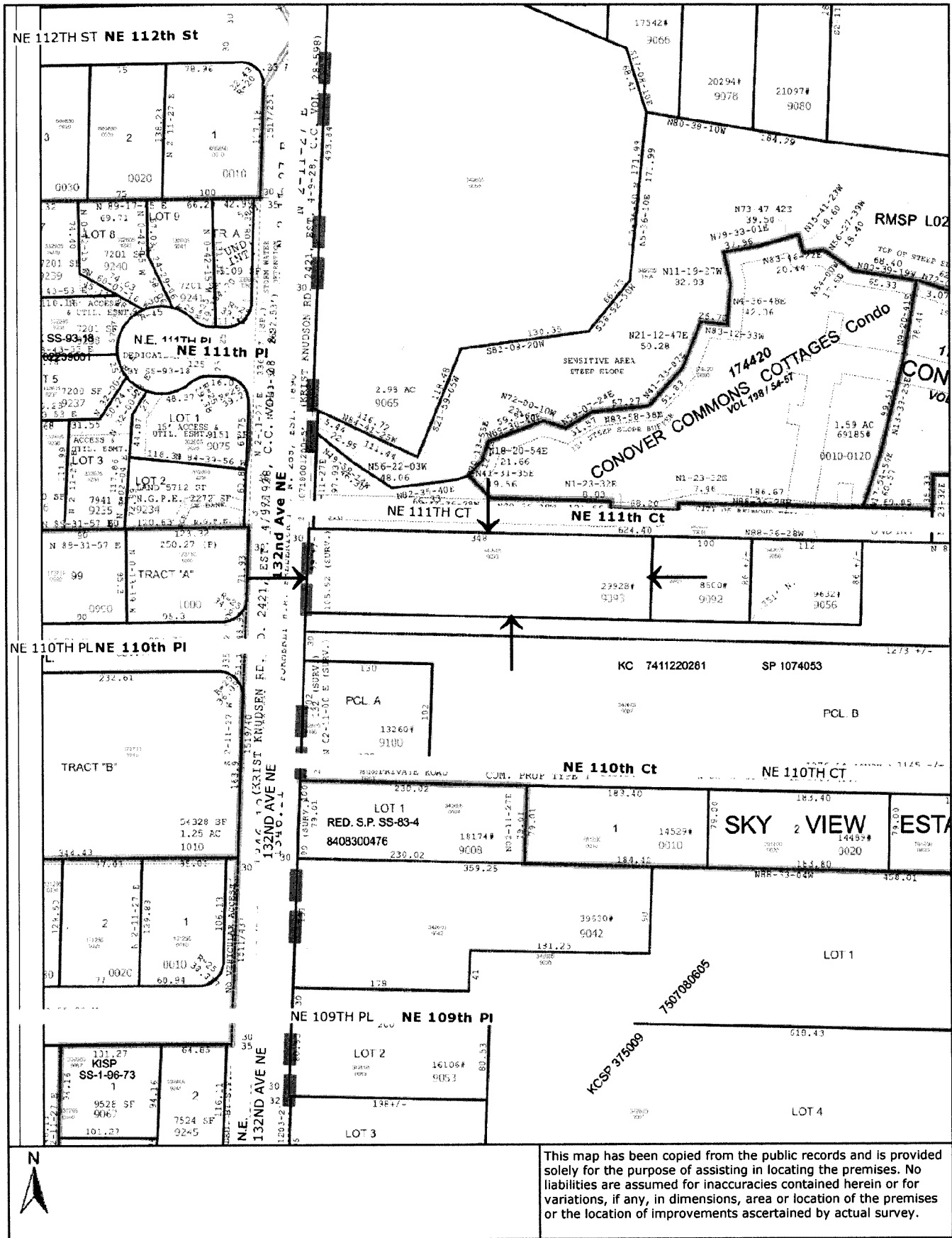
COMPANY OF WASHINGTON

701 5th Avenue, Suite 2300  
Seattle, WA 98104  
Phone: (206)628-5610 / Fax: (206)628-9717

**Order No.:** 0027988-06  
**Property:** 11026 132nd Avenue NE  
Redmond, WA 98052

<b>SELLER(S)</b>	
Dana Olson and Shawna Olson	
<b>BUYER/BORROWER(S)</b>	
Terrene Ventures, LLC a Washington LLC	
<b>ESCROW</b>	
Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 <b>Phone:</b> (206)628-5666 <b>Fax:</b> (206)628-9737	<b>Escrow Officer:</b> Shelley Anderson <b>Phone:</b> (206)628-9746 <b>Fax:</b> (206)628-9739 <b>Email:</b> Shelley.Anderson@ctt.com
<b>BUILDER</b>	
Terrene Ventures / Highmark Development Group 520 6th St. S. #B Kirkland, WA 98034 <b>Phone:</b> (425)822-8848 <b>Fax:</b>	<b>Main Contact:</b> Kevin Rech <b>Phone:</b> (425)788-4717 <b>Email:</b> kevin@terreneventures.com

**Thank You for specifying Chicago Title Company of Washington  
Your transaction is important to us.**



20060817001941.001

When recorded return to:

DANA J. OLSON AND SHAWNA G. OLSON  
11026 132<sup>ND</sup> Avenue NE  
Redmond, Washington 98052,



20060817001941  
STEWART TITLE WD  
PAGE 001 OF 001  
08/17/2006 18:55  
KING COUNTY, WA

Filed for Record at Request of  
Alta Escrow, Inc.  
Escrow Number: 60355-BW

Grantor: Susan D Booth  
Grantee: Dana J. Olson and Shawna G. Olson

E2230253  
08/17/2006 18:55  
KING COUNTY, WA  
TRX \$10,320.00  
SALE \$580,000.00  
PAGE 001 OF 001

Statutory Warranty Deed

THE GRANTOR SUSAN D. BOOTH, A SINGLE WOMAN, AS HER SEPARATE ESTATE for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to DANA J. OLSON AND SHAWNA G. OLSON, HUSBAND AND WIFE the following described real estate, situated in the County of King, State of Washington

Tax Parcel Number(s): 342605-9093-04

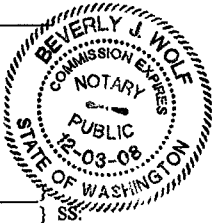
① STEWART TITLE  
206138152

SEE ATTACHED HERETO AND MADE A PART HEREIN BY REFERENCE.

SUBJECT TO: Easements, Reservations, Restrictions,, Covenants, Conditions and Agreements of record as disclosed by Stewart Title Preliminary Title Report under order number 206138152.

Dated AUGUST 16, 2006

*Susan D Booth*  
Susan D Booth



READ AND APPROVED  
BY *Dana J Olson*  
BY *Shawna G. Olson*

STATE OF Washington  
COUNTY OF KING SS:

I certify that I know or have satisfactory evidence that Susan D Booth  
is the person(s) who appeared before me, and said person(s) acknowledged that she  
signed this instrument and acknowledge it to be her free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: August 16, 2006

*Janey J. Olney*  
Notary Public in and for the State of Washington  
Residing at SAMMAMISH  
My appointment expires: 12-3-2008

VESA

2531755

1437  
121

Now Apr 20 29 10-55  
Apr 15 29  
The Thomas Wilson Land Company, a Incorp  
to Puget Sound Power & Light Company a corp

to grant and give to us, their privilege and authority to con-  
struct, erect, alter, improve, repair, operate and maintain two  
electric transmission and distribution lines, as consisting of a  
single or double row of steel or wooden poles or towers with braces  
guys and anchors, transmission, distribution, telephone and tele-  
graph wires, insulators, crossarms and other necessary or convenient  
appurtenances and appliances, across, over and upon the lands hereinafter

sub of the land of sec 34 to 35 NR 3 own, or so roads

The grantor shall make no use of the land occupied by said transmission  
lines, or adjacent thereto, which in the opinion of the grantee interferes  
with or endangers the operation of said lines, and no blasting shall  
be done within 500 ft of said lines without first giving to the  
grantee reasonable notice thereof in writing

In exercising the right herein granted, the grantee shall, may pass and  
recess over adjacent lands of the grantor; it may cut and remove  
all brush, trees and other obstructions which in the opinion of the  
grantee interfere with or endanger the operation of said lines; and it  
may remove all or part of its piling and equipment and may surrender  
the same, at any time

The above covenants shall run with the land and are binding upon all  
subsequent owners thereof

The center line of each of said transmission lines shall be parallel with,  
and not more than 25 feet distant on either side from, a pin center  
line across said land, but braces, guys and anchors may be placed where  
most convenient to the grantee

In witness whereof the grantor has hereunto set its hand  
(corporal) The Thomas Wilson Land Company  
By Frank B Stearns president  
Attest Tracy H Duncan secretary

Cuyahoga Co Ohio April 15 29 by Frank B Stearns and Tracy H Duncan pres  
and secy of The Thomas Wilson Land Company, a Incorp, (corp form) of  
LA (Hall) ap Ohio res at--(NS) ml O V Batherer 317 central bldg

2531754

Now Apr 20 29 10-55  
Apr 1 29 \$10  
Lewis Bros. Realty Co. a Incorp  
to Hannah Lewis a widow

to give and warrant to said plaintiff the following

lot 24, blk 12, Hillman's City add to on Div no 6  
sub to say and all legal taxes and assessments, which are hereby excused  
from the warranties hereof

In witness whereof the grantor has hereunto set its hand and its  
corporate seal and attested by its secretary  
(corporal) Lewis Bros. Realty Co.  
By Lauren L Lewis president

0-3  
(9-63)

RIGHT OF WAY

THE STATE OF WASHINGTON

County of KING

5677718

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED FIFTY AND NO/100 Dollars (\$150.00), the receipt of which is hereby acknowledged,

SAMUEL T. CONOVER AND HIS WIFE CHARLOTTE L. CONOVER

hereinafter referred to as GRANTOR (whether one or more), does hereby grant and convey to OLYMPIC PIPE LINE COMPANY, a Delaware corporation, with a permit to do business in the State of Washington, its successors and assigns, hereinafter referred to as GRANTEE, the rights of way, easements and privileges to construct, maintain, operate, repair, replace, change the size of, and remove in whole or in part, a pipe line or pipe lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, with the necessary fittings, fixtures, valves, appurtenances, and cathodic protection devices, and the right to maintain the right of way clear of trees, underbrush, buildings, and other obstructions, along a route to be selected by Grantee, on, over, across and through the following described property situated in the County of KING, State of Washington:

THE NORTH 3 ACRES, 99 FEET, W/4, OF THE SOUTH HALF OF THE NORTH HALF (S 1/2 OF N 1/2) OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 OF NW 1/4) OF SECTION 34, T 26 N, R 5 E, W M.

SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS BEING THE WESTERLY FIFTY (50) FEET OF AN EXISTING EASEMENT GRANTED TO THE PUGET SOUND POWER AND LIGHT COMPANY OVER THE ABOVE DESCRIBED PROPERTY.

together with the right of ingress and egress to and from said line or lines. OVER EXISTING ROADS.

Grantor shall have the right to fully use and enjoy the above described premises, except as to the rights herein granted. Grantee agrees to pay any damages which may arise to crops, timber, or fences of Grantor, resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time and from time to time, an additional consideration of \$1.00 PER FOOT shall be paid for each pipe line laid after the first line.

It is agreed that any payment due hereunder may be made direct to Grantors or assigns.

Any pipe line constructed by Grantee, its successors or assigns, across lands under cultivation at the time of construction thereof, shall be buried to such depth as will not interfere with such cultivation.

The rights of way, easements and privileges herein granted are not divisible and are assignable and transferable, in whole or in part.

The terms, conditions, and provisions of this grant or any contract resulting therefrom shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

THE RIGHTS AND PRIVILEGES CONTAINED HEREIN ARE MADE SUBJECT TO SAID PUGET SOUND POWERS AND LIGHT COMPANY EASEMENT OVER THE ABOVE DESCRIBED PROPERTY.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 23 RD day of NOVEMBER, 1963.



Samuel T. Conover  
Charlotte L. Conover

DEC 18 1963

RIGHT OF WAY

THE STATE OF WASHINGTON

County of KING

7307250416

FOR AND IN CONSIDERATION of the sum of Twenty Five and 00/100 Dollars  
(~~\$25.00~~), the receipt of which is hereby acknowledged,

Samuel T. Conover and Charlotte L. Conover, his wife  
11020 132nd N. E.  
Kirkland, Washington 98033

hereinafter referred to as GRANTOR (whether one or more), does hereby grant and convey to OLYMPIC PIPE LINE COMPANY, a Delaware corporation, with a permit to do business in the State of Washington, its successors and assigns, hereinafter referred to as GRANTEE, the rights of way, easements and privileges to construct, maintain, operate, repair, replace, change the size of, and remove in whole or in part, a pipe line or pipe lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, with the necessary fittings, fixtures, valves, appurtenances, and cathodic protection devices, and the right to maintain the right of way clear of trees, underbrush, buildings, and other obstructions, along a route to be selected by Grantee, on, over, across and through the following described property situated in the County of KING, State of Washington:

The North three (3.0) acres, ninety nine (99) feet, more or less, of the South half of the North half of the Southwest quarter of the Northwest quarter (S $\frac{1}{2}$  of N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 34, Township 26 North, Range 5 East, W. M.

Said rights of way and easements area to be fifty (50) feet in width, extending ten (10) feet West to forty (40) feet East of the West boundary line of the existing Puget Sound Power and Light Company easement over the above described property, and shall include such additional area as may be necessary or convenient for the construction proposed, provided however that grantor shall be additionally compensated, at rate specified in construction damage release dated this date, for any "evergreen" type trees destroyed by construction in such area.

together with the right of ingress and egress to and from said line or lines.

Grantor shall have the right to fully use and enjoy the above described premises, except as to the rights herein granted. Grantee agrees to pay any damages which may arise to crops, timber, or fences of Grantor, resulting from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time and from time to time, an additional consideration ~~to be negotiated~~ shall be paid for each pipe line laid after the first line.

It is agreed that any payment due hereunder may be made direct to Grantors or any one of them.

Any pipe line constructed by Grantee, its successors or assigns, across lands under cultivation at the time of construction thereof, shall be buried to such depth as will not interfere with ordinary cultivation.

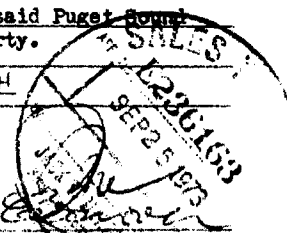
The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

The terms, conditions, and provisions of this grant or any contract resulting from the exercise thereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

The rights and privileges contained herein are made subject to said Puget Sound Power and Light Company easement over the above described property.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 24<sup>th</sup> day of September, 19 73.

\_\_\_\_\_  
Samuel T. Conover  
\_\_\_\_\_  
Charlotte L. Conover  
\_\_\_\_\_



ACKNOWLEDGEMENT OF CORPORATE GRANTOR

STATE OF WASHINGTON

ss.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively of \_\_\_\_\_

\_\_\_\_\_, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

ACKNOWLEDGEMENT OF INDIVIDUAL

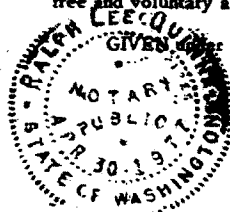
STATE OF WASHINGTON

ss.

COUNTY OF KING

On this day personally appeared before me Samuel T. Conover and Charlotte L. Conover, to be known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24<sup>th</sup> day of September, 1973.



\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

ACKNOWLEDGEMENT OF INDIVIDUAL

STATE OF WASHINGTON

ss.

COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, to be known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

RECORDED

INDEXED

1973 SEP 25 AM 10 39

DIRECTOR  
RECORDS & ELECTIONS  
KING COUNTY, WASH.

FILED for Record at Request of

OLYMPIC PIPE LINE CO.  
C/O HIND & ASSOCIATES  
1200 BOSTON WAY  
BELLEVUE, WA 98004

3.00

— E RF

SEP-25-73 00064 7309250416





7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 5 day of April 19 75

GRANTOR

Samuel Thomas Conover  
Samuel Thomas Conover  
Charlotte Conover  
Charlotte Conover

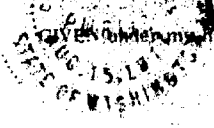
7505020464

STATE OF WASHINGTON

COUNTY OF King

Samuel Thomas Conover &

On this day personally appeared before me Charlotte Conover to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



and official seal this 5 day of April 19 75

Ernest Baker  
Notary Public in and for the State of Washington  
residing at Issaquah

STATE OF WASHINGTON

COUNTY OF

On this day of 19 before me, the undersigned personally appeared and to me known to be the and respectively of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation

Witness my hand and official seal hereunto affixed the day and year first above written.

Notary Public in and for the State of Washington  
residing at

MAY -275 00100 7505020464 LOT E-W

FILED for Record at Request of

RECORDED  
REQUEST  
1975 MAY 2 PM 12 36  
RECORDS & ELECTRONICS  
KING COUNTY, WASH.

Filed for Record in \_\_\_\_\_ of \_\_\_\_\_  
King County, Washington  
1000 - \_\_\_\_\_  
Redmond Road  
Seattle, WA 98108

### REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 30th day of June, 1976 1976 6 AM 8 30  
between Sam F. Conover and Charlotte L. Conover, his wife

hereinafter called the "seller," and Charles Stephen White and Karen Kay White, ~~his wife~~  
KING CO.

hereinafter called the "purchaser,"

7607060135

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in King County, State of Washington: The East 100 Feet of the West 478 feet of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 26 North, Range 5 East W.M., in King County, Washington;

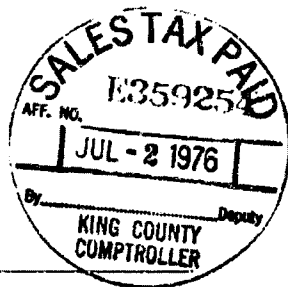
Except the South 251 feet thereof

Together with an easement for ingress, egress and utility over and across the North 20 feet of the West 478 feet of the South 251 feet of said South half of the North half of the Southwest quarter of the Northwest quarter and except the West 30 feet thereof for 132nd Avenue Northeast.

Situate in the County of King, State of Washington.

The terms and conditions of this contract are as follows: The purchase price is

Thirty Five Hundred Dollars - - - - - (\$3500.00 ) Dollars, of which  
Two Hundred Dollars - - - - - (\$ 200.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Sum of  
\$1000.00 including earnest money upon clearance of title insurance ) Dollars,  
or more at purchaser's option, on or before the 10th day of January, 1977 .  
and payments of \$450.00 including interest (\$ ) Dollars,  
or more at purchaser's option, on or before the July 10, 1977 of each succeeding January & July  
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of -9- per cent per annum from the day of , 19  
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.  
All payments to be made hereunder shall be made at 11020 - 132nd Avenue N.E., Kirkland, Wa.  
or at such other place as the seller may direct in writing.



8426444

As referred to in this contract, "date of closing" shall be \_\_\_\_\_

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
  - a. Printed general exceptions appearing in said policy form;
  - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
  - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

5

7607060135

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Sam T. Conover* (SEAL)  
*Charlotte L. Conover* (SEAL)  
*Raymond H. Yipity* (SEAL)  
*Charles White* (SEAL)

STATE OF WASHINGTON,

County of King

On this day personally appeared before me Sam T. Conover and Charlotte L. Conover, his wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of July, 1976

*Dorothy C. Hanson*  
Notary Public in and for the State of Washington,  
residing at Kirkland



**First American Title  
INSURANCE COMPANY**

THIS SPACE RESERVED FOR RECORDER'S USE:

Filed for Record at Request of  
AFTER RECORDING MAIL TO

Name SAM T. CONOVER  
Address 11020 132nd NE  
City and State KIRKLAND, WA 98033

VIACOM CABLEVISION  
P. O. Box 5187  
Everett, WA 98206  
745-8400

MAR 24 11 52 AM '88  
BY THE CLERK OF  
RECORDS & DISTRICT  
KING COUNTY

RECEIVED HIS DAY

EASEMENT

The Grantor

*Wauneta J. McDonald*

hereby grant to and convey to to the Grantee Viacom Cablevision, its successors and assigns, the right, privilege and authority to install, maintain, replace, remove and use an aerial television line and its related hardware; or to survey, place and maintain a buried television cable and its related equipment with necessary markers under and across the following land, located in King County, State of Washington, to-wit:

8803240878

Parcel No. 342605-9093-04 part of rolls created at  
1126-132nd Ave. N.E. Redmond, Wa. 98052  
Lot 734-26-05 Block 9093 Code 2055 S1/4 34 TWP 26 R6 05 W478 FT OF S 1/2 OF N 1/4 OF SW 1/4 OF NW 1/4 LESS 5.81 FT THERELESS E 100 FT THERE LESS CO. RD.

Grantee agrees that said television lines whether aerial or buried will be placed in such a manner that it will not interfere with the use of the land by the Grantor. Employees of or persons authorized by the Grantee shall, when necessary, have access to the Grantee's cable lines for purposes stated. Grantee shall be responsible for all damages that might be said to the land of the Grantor by reason of installation or maintenance of said cable.

Grantee agrees to save harmless the Grantor from any and all claims for damages arising out of its use of said land.

Grantor agrees that the terms of this grant will be treated as a covenant running with the land in the event of sale or other transfer of the property.

SIGNED AND EXECUTED this 11th day of January, 1988.

*Wauneta J. McDonald*  
GRANTOR (signature)

88/03/24 #0878 A  
RECD F 5.00  
CASHSL \*\*\*\*\*5.00  
55

WAUNETA J. McDONALD  
GRANTOR (Print or type name)

Subscribed and sworn to me this 11th day of JANUARY, 1988.

*Virginia R. Larson*  
Notary Public in and for the State of Washington, residing at  
Renton, Washington.

The Grantee does hereby accept this Grant and agrees to be bound by its terms.

*Wauneta J. McDonald*  
for Viacom Cablevision

Subscribed and sworn to me this \_\_\_ day of \_\_\_\_\_, 19\_\_\_.

Notary Public in and for the State of Washington, residing at  
\_\_\_\_\_, Washington.

EXCISE TAX NOT REQUIRED  
King Co. Records Division  
By *A. Millard* Deputy

6

7/10/08

**AFTER RECORDING RETURN TO:**

Rodgers & Deusch (D.A.D.)  
3 Lake Bellevue Dr., Suite 100  
Bellevue, WA 98005

THE INSURANCE COMPANY  
no document of  
customer courtesy  
no liability for  
or validity of  
the document.

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT IS made with reference to the following facts:**

**A. MARK P. ARGELAN and BETTY KAYE ARGELAN, husband and wife, (Grantor), are the owners of the property legally described as follows:**

The west 478 Feet of the south half of the north half of the southwest quarter of the northwest quarter of Section 34, Township 26 North, Range 5 East, W.M., in King County, Washington,  
EXCEPT the south 251 feet thereof;  
AND EXCEPT the east 100 feet thereof;  
AND EXCEPT the west 30 feet thereof for 132nd Avenue Northeast;

TOGETHER WITH an easement for ingress, egress and utility over and across the north 20 feet of the west 478 feet of the south 251 feet of said south half of the north half of the southwest quarter of the northwest quarter;  
EXCEPT the west 30 feet thereof for 132nd Avenue Northeast.

Hereafter referenced as "Grantor's Property".

**B. STEPHEN G. NIELSEN and LYNNE P. NIELSEN, husband and wife, (Grantee) are the owners of the property legally described on Exhibit No. 1.**

Hereafter referenced as "Grantee's Property".

**C. Grantor, for good and valuable consideration, has agreed to convey to grantee a certain easement across Grantor's Property as set forth herein.**

**BASED UPON THE FOREGOING, the parties hereby agrees as follows:**

**1. Easement.**

1.1 Grantor hereby conveys and quit claims to grantee, for the benefit of and appurtenant to Grantee's Property, a non-exclusive easement over that portion of Grantor's Property legally described as follows:

FILED BY CHICAGO TITLE INSURANCE CO.  
REF.# 9512260975-4

9.00  
11:36:00 AM KING COUNTY RECORDS 003 SH

EXCISE TAX NOT REQUIRED  
King Co. Records Division

By [Signature] Deputy

**ORIGINAL**

7

CHERRY TREE TRUST COMPANY  
I have read the document of  
recording with customer courtesy  
and without any liability for  
the accuracy or validity of  
the document.

The Westerly 120 feet of the North 30 feet of the following described tract:

The west 478 feet of the south half of the north half of the southwest quarter of the northwest quarter of Section 34, Township 26 North, Range 5 East, W.M., in King County, Washington;  
EXCEPT the south 251 feet thereof;  
AND EXCEPT the east 100 feet thereof;  
AND EXCEPT the west 30 feet thereof for 132nd Avenue Northeast

Hereafter referenced as the "Easement Property".

1.2 The easement shall be for the purpose of improving the Easement Property in a manner which will provide lateral support and otherwise accommodate an adjacent road Grantee intends to construct and/or improve on Grantee's Property. The rights conveyed under the easement granted herein shall include the right of Grantee to fill a large hole which exists on the Easement Property.

1.3 The easement shall be deemed extinguished upon the earlier of (i) the date the Easement Property has been improved in a manner that will provide lateral support and otherwise accommodate the adjacent roadway referenced in paragraph 1.2, or (ii) August 31, 1998.

**2. Construction and Maintenance Conditions.**

2.1 Grantee's right to fill and grade the Easement Property shall be subject to all applicable rules and regulations, including any obligation which might exist to obtain a permit from the City of Redmond.

2.2 The final elevation of any fill placed on the Easement Property shall not exceed the final road profile on Grantee's Property as approved by the City of Redmond.

2.3 The interim and finished grades shall slope downward to Grantor's north property line so that standing water will not collect on Grantor's property.

2.4 Grantee shall maintain the present drainage course across Grantor's property. Grantee may reconstruct the existing drainage system and/or construct a new drainage system on Grantor's property consistent with any conditions imposed by the City of Redmond in conjunction with the construction of the road on Grantee's Property.

**3. Miscellaneous.**

3.1 This agreement shall be binding upon the heirs, successors and assigns of the

9512260975



2514764

A G R E E M E N T

AGREEMENT made this 7 day of DECEMBER, 1979, between Charles S. White and Karen White, his wife, of King County, Washington, Wauneta J. McDonald, single person, of King County, Washington, and Charlotte Conover, of King County, Washington:

The parties hereto, hereby agree that the access formed by that certain easement described, more particularly in the attachment hereto, which is incorporated herein by this reference, to Tax Lots 46, 56, 92, and 93, more particularly described in the attachment hereto, and incorporated herein by this reference shall be for the mutual use and enjoyment of the owners of the said tax lots, and shall be jointly maintained by them in a mutually agreed fashion. This Agreement constitutes a covenant which shall run with the land affected thereby, and shall be for the benefit and use of their heirs, assigns, successors in interest, and administrators, and shall also impose an obligation on said owners, heirs, executors, successors in interest, administrators, and assigns, to the same extent as is imposed upon the owners thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at KIRKLAND, WASHINGTON, on the 7 day of DECEMBER, 1979.

Charles S. White  
CHARLES S. WHITE

Karen H. White  
KAREN WHITE

Wauneta J. McDonald  
WAUNETA J. McDONALD

Charlotte Conover  
CHARLOTTE CONOVER

DEC-13-79 00171 7912130568 -- D HF

RECORDED & INDEXED  
DEC 13 1979



7912130588

STATE OF WASHINGTON)
)
COUNTY OF KING ) ss.

On this day personally appeared before me Charles S. White and Karen White, his wife, to me, known to be the individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 7 day of December, 1979.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Address]

STATE OF WASHINGTON)
)
COUNTY OF KING ) ss.

On this day personally appeared before me Wauneta J. McDonald, a single person, to me, known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 7th day of December, 1979.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)
)
COUNTY OF KING ) ss.

On this day personally appeared before me Charlotte Conover, to me, known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 7 day of December, 1979.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Address]

ACCOUNT NUMBER

COUNTY DEPARTMENT OF ASSESSMENTS

11000 130 000

90000 CONOVER CHARLOTTE

01179 01179

ADDITIONAL DATA PAGES FOLLOW DUE TO SPLIT CODES 8 30 9

1.00 AC-99 FT M/L OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SECTION 34-26-5 ; LESS W 560 FT THEREOF LYING N OF LINE 251 FT N OF S LINE OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SAID SECTION 34.

7912130588

N 3 AC-99 FT M/L OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SECTION 34-26-5 ; LESS COUNTY ROAD ; LESS W 560 FT THEREOF LYING N OF LINE 251 FT N OF S LINE OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SAID SECTION 34.

CSW 12/13/19

TAX LOT 46

7912130588

The East 100 feet of the West 478 feet of the South half of the North half  
of the Southwest quarter of the Northwest quarter of Section 34, Township 26  
North, Range 5 East W.M., in King County, Washington;  
EXCEPT the South 251 feet thereof.

TAX LOT 92  
CHARLES & KAREN  
WHITE

7912130588

The east 112 feet of the west 590 feet of that portion of the south half of the north half of the southwest quarter of the northwest quarter of Section 34, Township 26 North, Range 5 East, W.M., in King County, Washington, lying north of the south 251 feet (being a portion of the north 3 acres of said south half) together with an easement for ingress, egress and Public Utilities, over the north 20 feet of the south 251 feet of the east 560 feet, of the west 590 feet of the south half of the north half of the southwest quarter of the northwest quarter of Section 34, Township 26 North, Range 5 East, W.M., in King County, Washington;

ALSO over that portion of said south half as follows:

Beginning at the southeast corner of the easement described above; thence northerly parallel with the west line of said subdivision a distance of 40 feet; thence easterly parallel with the south line of said subdivision a distance of 20 feet; thence along a curve to the left of radius 20 feet whose center lies on the easterly extension of the last described line an arc distance of 31.42 feet to the north line of the south 251 feet of said south half; thence southerly parallel with the west line of said subdivision 20 feet to the north line of the south 231 feet of said south half; thence westerly 40.25 feet to the true point of beginning.

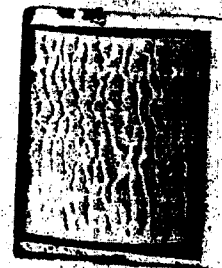
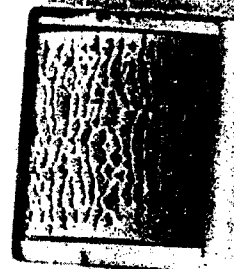
TAX LOT 56  
CHARLES & KAREN  
WHITE

*EASEMENT DESCRIPTION*

TOGETHER WITH an easement for ingress, egress and utility over and across the North 20 feet of the West 478 feet of the South 251 feet of said South half of the North half of the Southwest quarter of the Northwest quarter. AND EXCEPT the West 30 feet thereof for 132nd Avenue Northeast.

Situate in the County of King, State of Washington.

7912130588



in hand paid, corveys and warrants to Wauneta McDonald

consideration.

the following described real estate, situated in the County of King  
Washington:

, State of

The West 478 feet of the South half of the North half of the Southwest quarter of  
the Northwest quarter of Section 34, Township 26 North, Range 5 East W.M., in King  
County, Washington;

EXCEPT the South 251 feet thereof;

EXCEPT the East 100 feet thereof;

EXCEPT the West 30 feet thereof;

TOGETHER with an easement for ingress, egress and utility over and across the North  
20 feet of the West 478 feet of the South 251 feet of said South half of the North  
half of the Southwest quarter of the Northwest quarter; AND EXCEPT the West 30 feet  
thereof for 132nd Avenue Northeast.

TAX LOT 93

This deed is given in fulfillment of the

MO995-3

7912130588

**RETURN ADDRESS**

11026 132ND AVE NE  
REDMOND WA 98052



**20060811000007**

CUSTOMER OSS 34.00  
PAGE 001 OF 003  
08/11/2008 08:37  
KING COUNTY, WA

Please print neatly or type information

**Document Title:**

King County Form--Seller's Notice of On-Site Sewage System Operation and Maintenance Requirements

**Reference Number(s) of Related Documents:**

\_\_\_\_\_

\_\_\_\_\_ Additional Reference #s on page \_\_\_\_\_

**Grantor(s) (Last, First, and Middle Initial)**

Susan D Booth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Additional Grantors on page \_\_\_\_\_

**Grantee(s) (Last, First, and Middle Initial)**

THE PUBLIC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Legal Description (abbreviated form: lot, block, plat or section, township, range, quarter/quarter)**

342605 93 W 478 FT of S 1/2 of N 1/2 of Sw 1/4 of NW  
1/4 Less S 251 FT Thof Less E 100 FT Thof Less Co. Rd

\_\_\_\_\_ Additional legal is on page \_\_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

3426059093

\_\_\_\_\_ Additional parcel #s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the documents to verify the accuracy or completeness of the indexing information provided herein.

9

NWMLS Form 22U  
 Seller's Notice of OSS  
 Rev. 3/03  
 Page 2 of 3

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 Northwest Multiple Listing Service  
 ALL RIGHTS RESERVED

**KING COUNTY FORM -  
 SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM  
 OPERATION AND MAINTENANCE REQUIREMENTS**

Assessor's Tax Parcel ID#: 3426059093

1. Seller is the owner of real property within King County, which is legally described as follows:  
342605 93 W 478 FT of S 1/2 of N of Sw 1/4 of  
NW 1/4 Less S 251 FT Thof Less E 100 FT Thof Less Co Rd  
11026 132<sup>nd</sup> ave NE Redmond WA 98052
2. The above-described real property is served by an on-site sewage system ("OSS").
3. The Code of the King County Board of Health, Section 13.60.005 establishes certain responsibilities of the OSS owner with respect to the operation and maintenance of an On-site Sewage System, as follows:
  - A. The OSS owner is responsible for the continuous proper operation and maintenance of the OSS, and shall:
    1. Determine the level of solids and scum in the septic tank at least once every three (3) years for residential system with no garbage grinder and once every year if a garbage grinder is installed and, unless otherwise provided in writing by the health officer, once every year for commercial systems.
    2. Employ an approved pumper to remove the septage from the tank when the level of solids and scum indicates that removal is necessary.
    3. Cause preventive maintenance/system performance monitoring inspections to be conducted and any indicated service to be performed by an approved person at a minimum frequency in accordance with Table 13.60-1 unless otherwise established by the health officer or the sewage review committee.
    4. Operate and maintain all OSS in accordance with this title, with pertinent alternative system guidelines issued by the DOH [State of Washington Department of Health] and with the approved OSS owner's operating and maintenance instruction manual.
    5. Protect the OSS area including the reserve area from:
      - a. Cover by structures or impervious material;
      - b. Surface drainage;
      - c. Soil compaction, for example, by vehicular traffic or livestock; and
      - d. Damage by soil removal and grade alteration.
    6. Maintain the flow of sewage to the OSS at or below the approved design both in quantity and waste strength.
    7. Direct drains, such as footing of roof drains away from the area where the OSS is located.



NWMLS Form 22U  
Seller's Notice of OSS  
Rev. 3/03  
Page 3 of 3

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Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

**KING COUNTY FORM -  
SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM  
OPERATION AND MAINTENANCE REQUIREMENTS**

**B. The owner shall not allow:**

1. Use or introduction of strong bases, strong acids or organic solvents into an OSS for the purpose of system cleaning;
2. Use of a sewage system additives unless it is specifically approved by the DOH; or
3. Use of an OSS to dispose of waste components atypical of residential wastewater, for example, but not limited to, petroleum products, paints, solvents, or pesticides.

4. **Note about Operation and Maintenance Program Fee:** Rules and Regulations 02-01, amendment to the Code of the King County Board of Health, states, "At the time of sale or transfer of property ownership, the buyer or transferee of a property served by an OSS shall forward to the health officer a fee as set forth in the fee schedule and submit a signed copy of the notice on title as set forth in Section 13.56.054A." This fee is \$40.00 per the Rules and Regulations 02-01, effective June 17, 2002.

Susan O'Boyle 8/11/06  
Seller Date

\_\_\_\_\_  
Seller Date

STATE OF WASHINGTON )

) ss:

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally  
(month) (year)

appeared \_\_\_\_\_ and \_\_\_\_\_, to me  
known to be the individual(s) described herein and who executed the foregoing instrument as his/her/their  
free and voluntary act and deed for the uses and purposes herein stated.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(month) (year)

RECORDER'S NOTES:  
NOTARIAL SEAL NOT AFFIXED

\_\_\_\_\_  
Print Name:

NOTARY PUBLIC in and for the State of

Washington, Residing at: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

When recorded return to:

,DANA J. OLSON AND SHAWNA G. OLSON  
11026 132<sup>ND</sup> Avenue NE  
Redmond, Washington 98052,



Filed for Record at Request of  
Alta Escrow, Inc.  
Escrow Number: 60355-BW

Grantor: Susan D Booth  
Grantee: Dana J. Olson and Shawna G. Olson

**E2230253**  
08/17/2006 15:35  
KING COUNTY, WA  
TAX \$10,329.00  
SALE \$550,000.00  
PAGE 001 OF 001

**Statutory Warranty Deed**

THE GRANTOR SUSAN D. BOOTH, A SINGLE WOMAN, AS HER SEPARATE ESTATE for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to DANA J. OLSON AND SHAWNA G. OLSON, HUSBAND AND WIFE the following described real estate, situated in the County of King, State of Washington

Tax Parcel Number(s): 342605-9093-04

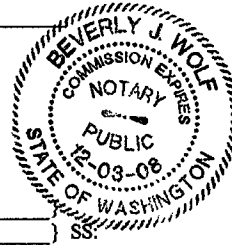
① STEWART TITLE  
206138152

SEE ATTACHED HERETO AND MADE A PART HEREIN BY REFERENCE.

SUBJECT TO: Easements, Reservations, Restrictions,, Covenants, Conditions and Agreements of record as disclosed by Stewart Title Preliminary Title Report under order number 206138152.

Dated AUGUST 16, 2006

Susan D Booth



READ AND APPROVED

BY   
BY

STATE OF Washington  
COUNTY OF KING } SS.

I certify that I know or have satisfactory evidence that Susan D Booth

is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 16, 2006

Notary Public in and for the State of Washington  
Residing at SAMMAMISH  
My appointment expires: 12-3-2008



# CHICAGO TITLE

COMPANY OF WASHINGTON

## SUPPLEMENT NO. 2

Moira Haughian  
 Blueline Group  
 25 Central Way, Suite 25  
 Kirkland, WA 98033

**Title Officer:** Commercial / Unit 6  
**Esc. Officer:** Shelley Anderson  
**Property:** APN/Parcel ID: 342605-9087  
**Borrower(s):** Terrene Ventures, LLC, a Washington  
 Limited Liability Company  
**Seller(s):** Rosehill Development LLC, a Washington  
 Limited Liability Company  
**Order No.:** 0015205-06

The above numbered report with an Effective Date of April 6, 2015 including any supplements or amendments thereto, is hereby modified and/or supplemented in order to reflect the following:

**The effective date is amended as follows:**

The Effective Date of May 6, 2014 is hereby amended to be: April 6, 2015 at 08:00 AM

**The legal description is/are as follows:**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**The following items/notes have been changed on your report:**

ITEMS:

12. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2015
Tax Account No.:	342605-9100-05
Levy Code:	2020
Assessed Value-Land:	\$204,000.00
Assessed Value-Improvements:	\$4,000.00
General and Special Taxes:	Billed: \$2,090.92
	Paid: \$0.00
	Unpaid: \$2,090.92

Affects: Lot A

**SUPPLEMENTAL**

(continued)

13. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015  
Tax Account No.: 342605-9087-02  
Levy Code: 2020  
Assessed Value-Land: \$539,000.00  
Assessed Value-Improvements: \$61,000.00

General and Special Taxes: Billed: \$6,008.36  
Paid: \$0.00  
Unpaid: \$6,008.36

Affects: Lot B

For title inquiries, please contact the issuing office:

Chicago Title Company of Washington  
701 5th Avenue, Suite 2300  
Seattle, WA 98104

Phone: (206)628-5610  
Fax: (206)628-9717  
Email: CTISEATitleUnit6@ctt.com

For settlement inquiries, please contact the settlement office:

Chicago Title Company of Washington  
701 5th Avenue, Suite 2300  
Seattle, WA 98104

Phone: (206)628-5666  
Fax: (206)628-9737

Supplemental Date: April 13, 2015

Countersigned By:



Authorized Officer or Agent

**EXHIBIT "A"**  
Legal Description

Parcel A:

Lot A, King County Short Plat Number 1074053, recorded under recording number 7411220281, in King County, Washington.

Parcel B:

Lot B, King County Short Plat Number 1074053, recorded under recording number 7411220281, in King County, Washington.

**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

Commitment Number:

**0015205-06**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, 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 (6) 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, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial / Unit 6 Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5610 Email: CTISeaTitleUnit6@ctt.com	Escrow Officer: Shelley Anderson Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Phone: (206)628-9746 Fax: (206)628-9739 Main Phone: (206)628-5666 Email: Shelley.Anderson@ctt.com

**SCHEDULE A****ORDER NO. 0015205-06**

1. Effective Date: May 6, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006
 

Proposed Insured:	Terrene Ventures, LLC, a Washington Limited Liability Company		
Policy Amount:	\$2,110,000.00		
Premium:	\$		3,903.00
Tax:	\$		370.79
Rate:	Extended		
Discount(s):	Residential Resale with Combination		
Total:	\$		4,273.79
3. The estate or interest in the land described or referred to in this Commitment is:
 

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 

Rosehill Development LLC, a Washington Limited Liability Company
5. The land referred to in this Commitment is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lots A and B, King County Short Plat Number 1074053, recorded under recording number 7411220281, in King County, Washington.

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**SCHEDULE B**

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:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. 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 estate or interest or mortgage thereon covered by this Commitment.

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**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company  
 Purpose: Electric transmission and/or distribution system  
 Recording Date: April 29, 1929  
 Recording No.: 2531753  
 Affects: Portion of said premises and other property

The description contained in the above instrument is not sufficient to determine its exact location within the property herein described.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipe Line Company  
 Purpose: Pipe Line  
 Recording Date: December 18, 1963  
 Recording No.: 5677746  
 Affects: Portion of Lot B

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, reserved in a document:

Purpose: ingress and egress  
 Recording Date: July 24, 1972  
 Recording No.: 7207240059  
 Affects: The west 130 feet of the north 30 feet of Lot B

Said reserved easement also appears in instruments recorded under recording numbers 7410240185 and 7710260399.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipe Line Company  
 Purpose: Pipe Line  
 Recording Date: September 25, 1973  
 Recording No.: 7309250418  
 Affects: Portion of said premises

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on King County Short Plat Number 1074053:

Recording No: 7411220281

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**SCHEDULE B**  
(continued)

6. Terms and conditions of notice of charges by water, sewer, and/or storm and surface water utilities, recorded under recording number 9408091502.
7. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Redmond.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents.

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

8. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
9. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Rosehill Development LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B**  
(continued)

To provide an extended coverage owner's policy, general exceptions A through D may be eliminated or limited after an inspection of the Land and/or review of the survey, if required, is completed. General exceptions E through J will remain in the owner's policy to be issued.

If the anticipated closing date is less than 4 weeks from the date of this commitment, please contact your title officer immediately.

10. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. **Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.**

**END OF EXCEPTIONS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

Standard Coverage:	\$2,602.00
Sales tax:	\$247.19
Extended coverage surcharge:	\$1,301.00
Sales tax on surcharge:	\$123.60

TOTAL PREMIUM, INCLUDING TAX: \$4,273.79

Your invoice to follow, will include

Inspection charge:	\$230.00
Sales tax:	\$21.85

TOTAL CHARGES, INCLUDING TAX: \$4,525.64

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**SCHEDULE B**  
(continued)

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Parcels A & B, KC S.P. #1074053, 7411220281.  
Tax Account No.: 342605-9100 and -9087

Note C: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

**END OF NOTES**

**END OF SCHEDULE B**

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**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.
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 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>.*

**END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Effective: January 24, 2014**

**Order No.:** 0015205-06--SA

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

**Collection and Use of Information**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

**Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.



## PRIVACY NOTICE

(continued)

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

**PRIVACY NOTICE**

(continued)

**European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

**Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

**Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

**Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

**Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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# CHICAGO TITLE

COMPANY OF WASHINGTON

701 5th Avenue, Suite 2300  
Seattle, WA 98104  
Phone: (206)628-5610 / Fax: (206)628-9717

**Order No.:** 0015205-06  
**Property:** APN/Parcel ID: 342605-9087

<b>SELLER(S)</b>	
Rosehill Development LLC, a Washington Limited Liability Company	
<b>BUYER/BORROWER(S)</b>	
Terrene Ventures, LLC, a Washington Limited Liability Company	
<b>LISTING AGENT</b>	
Windermere Real Estate Company 5424 Sand Point Way N.E. Seattle, WA 98105 <b>Phone:</b> (206)524-1100 <b>Fax:</b> (206)526-7614	<b>Main Contact:</b> Aaron Fredrickson Phone: (206)524-1100 Cell: (206)769-6806 Fax: (206)526-7614 Email: afred@windermere.com
<b>SELLING AGENT</b>	
Skyline Properties 50 116th Ave SE #120 Bellevue, WA 98006 <b>Phone:</b> (425)455-2065 <b>Fax:</b> (425)646-4766	<b>Main Contact:</b> Eli Berman Phone: (425)586-7292 Cell: (206)384-5236 Fax: (425)646-4766 Email: eli@skylineproperties.com
<b>ESCROW</b>	
Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 <b>Phone:</b> (206)628-5666 <b>Fax:</b> (206)628-9737	<b>Escrow Officer:</b> Shelley Anderson Phone: (206)628-9746 Fax: (206)628-9739 Email: Shelley.Anderson@ctt.com
<b>BUILDER</b>	
Terrene Ventures / Highmark Development Group 520 6th St. S. #B Kirkland, WA 98034 <b>Phone:</b> (425)822-8848 <b>Fax:</b>	<b>Main Contact:</b> Michael Walsh Phone: (425)822-8848 Cell: (425)293-3159 Fax: (425)438-8944 Email: mike@terreneventures.com

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