

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



## CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

**0020167-04**  
**Update 3rd commitment**

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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**CHICAGO TITLE COMPANY OF WASHINGTON**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Unit 4 / Seattle Residential Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5600 Email: CTISeattleTitleUnit4@ctt.com	Escrow Officer: Diane Barlow Chicago Title 4100 194th St SW, Suite 100 Lynnwood, WA 98036 Phone: (425)775-1840 Fax: (425)775-0990 Main Phone: (425)775-1840 Email: diane.barlow@ctt.com

**SCHEDULE A**

**ORDER NO. 0020167-04**

1. Effective Date: September 11, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006  
Proposed Insured: DC Granger Inc. and or assigns  
Policy Amount: \$2,820,000.00  
Premium: \$ 4,568.00  
Tax: \$ 433.96  
Rate: Standard  
Discount(s): General Schedule Combination  
Total: \$ 5,001.96
  - b. ALTA Loan Policy 2006  
Proposed Insured: To Be Determined  
Policy Amount: To Be Determined  
Premium: To Be Determined  
Tax: To Be Determined  
Rate: Extended  
Discount(s): Simultaneous with Combination  
Total: To Be Determined
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:  
Griswold Nursery, 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 34, 35 and 36, Block 81, Burke & Farrar's Kirkland Addition to the City of Seattle Division No. 20, according to the plat thereof recorded in Volume 21 of Plats, page 43, in King County, Washington; Except that portion thereof conveyed to the City of Kirkland by Deed recorded under Recording No. 9205010806.

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

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

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.

- 2. 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.: 124150-0190-06  
Levy Code: 1700  
Assessed Value-Land: \$318,000.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes: Billed: \$3,692.05  
Paid: \$1,846.03  
Unpaid: \$1,846.02

Affects: That portion lying within Lot 34

- 3. 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.: 124150-0191-05  
Levy Code: 1700  
Assessed Value-Land: \$307,000.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes: Billed: \$4,213.20  
Paid: \$2,106.60  
Unpaid: \$2,106.60

Affects: That portion lying within Lot 35

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**SCHEDULE B**

(continued)

4. 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.: 124150-0192-04  
 Levy Code: 1700  
 Assessed Value-Land: \$296,000.00  
 Assessed Value-Improvements: \$47,000.00

General and Special Taxes: Billed: \$3,965.68  
 Paid: \$1,982.84  
 Unpaid: \$1,982.84

Affects: That portion lying within Lot 36

5. 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.
6. 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.
7. 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: Griswold Nursery, 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)

Note: We have received a copy of the limited liability company operating agreement of Griswold Nursery, LLC. Based on our review, paragraph number 7 will not appear on the policy to issue if the following conditions are met on the instrument to be insured:

- Garda Griswold and Orine Holm must sign as managers of said entity.
- All signature(s) must be notarized in a representative capacity.

Further, we will require consent for the proposed transaction from Linda Malland.

8. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

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

9. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: DC Granger Inc

- a. A Copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein.
- c. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

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

10. **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.

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**SCHEDULE B**  
(continued)

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

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

12643 Northeast 70th Street  
Kirkland, WA 98033

Note C: Note: The Company is willing to issue an Extended Coverage Lenders Policy. General Exceptions A through J, inclusive, are hereby deleted.

ALTA 22-06, ALTA 8.1 and ALTA 9-06 Endorsements will issue with the forthcoming lenders policy.

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. Lts. 34-36, Blk. 81, Vol. 21 of Plats, pg. 43  
Tax Account No.: 124150-0190-06, 124150-0191-05 and 124150-0192-04

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**

**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.:** 0020167-04-

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)628-5600 / Fax: (206)628-4725

**Order No.:** 0020167-04  
**Property:** 12643 Northeast 70th Street  
Kirkland, WA 98033

<b>BUYER/BORROWER(S)</b>	
DC Granger Inc. and or assigns	
<b>LISTING AGENT</b>	
Skyline Properties 9709 3rd Ave NE #450 Seattle, WA 98115 <b>Phone:</b> (206)522-3400 <b>Fax:</b> (206)522-6890	<b>Main Contact:</b> Frank Geyer <b>Phone:</b> (206)522-3400 <b>Cell:</b> (206)949-9087 <b>Fax:</b> (206)522-6890 <b>Email:</b> franks@skylineproperties.com
<b>SELLING AGENT</b>	
RE/MAX Metro Realty 2312 Eastlake Ave E Seattle, WA 98102 <b>Phone:</b> (206)726-6228 <b>Fax:</b> (206)322-7576	<b>Main Contact:</b> Jon Bergerson <b>Phone:</b> (206)322-5700 <b>Email:</b> jonbergerson@msn.com
<b>ESCROW</b>	
Chicago Title 4100 194th St SW, Suite 100 Lynnwood, WA 98036 <b>Phone:</b> (425)775-1840 <b>Fax:</b> (425)775-0990	<b>Main Contact:</b> Diane Barlow <b>Phone:</b> (425)775-1840 <b>Fax:</b> (425)775-0990 <b>Email:</b> diane.barlow@ctt.com <b>Contact:</b> Yurianna Cha <b>Phone:</b> (425) 775-1840 <b>Email:</b> yurianna.cha@ctt.com

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

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



## CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

**0020167-04**  
**Update 3rd commitment**

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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**CHICAGO TITLE COMPANY OF WASHINGTON**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Unit 4 / Seattle Residential Chicago Title Company of Washington 701 5th Avenue, Suite 2300 Seattle, WA 98104 Main Phone: (206)628-5600 Email: CTISeattleTitleUnit4@ctt.com	Escrow Officer: Diane Barlow Chicago Title 4100 194th St SW, Suite 100 Lynnwood, WA 98036 Phone: (425)775-1840 Fax: (425)775-0990 Main Phone: (425)775-1840 Email: diane.barlow@ctt.com

**SCHEDULE A**

**ORDER NO. 0020167-04**

1. Effective Date: September 11, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006  
Proposed Insured: DC Granger Inc. and or assigns  
Policy Amount: \$2,820,000.00  
Premium: \$ 4,568.00  
Tax: \$ 433.96  
Rate: Standard  
Discount(s): General Schedule Combination  
Total: \$ 5,001.96
  - b. ALTA Loan Policy 2006  
Proposed Insured: To Be Determined  
Policy Amount: To Be Determined  
Premium: To Be Determined  
Tax: To Be Determined  
Rate: Extended  
Discount(s): Simultaneous with Combination  
Total: To Be Determined
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:  
Griswold Nursery, 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 34, 35 and 36, Block 81, Burke & Farrar's Kirkland Addition to the City of Seattle Division No. 20, according to the plat thereof recorded in Volume 21 of Plats, page 43, in King County, Washington; Except that portion thereof conveyed to the City of Kirkland by Deed recorded under Recording No. 9205010806.

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

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

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.

- 2. 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.: 124150-0190-06  
Levy Code: 1700  
Assessed Value-Land: \$318,000.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes: Billed: \$3,692.05  
Paid: \$1,846.03  
Unpaid: \$1,846.02

Affects: That portion lying within Lot 34

- 3. 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.: 124150-0191-05  
Levy Code: 1700  
Assessed Value-Land: \$307,000.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes: Billed: \$4,213.20  
Paid: \$2,106.60  
Unpaid: \$2,106.60

Affects: That portion lying within Lot 35

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**SCHEDULE B**

(continued)

4. 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.: 124150-0192-04  
 Levy Code: 1700  
 Assessed Value-Land: \$296,000.00  
 Assessed Value-Improvements: \$47,000.00

General and Special Taxes: Billed: \$3,965.68  
 Paid: \$1,982.84  
 Unpaid: \$1,982.84

Affects: That portion lying within Lot 36

5. 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.
6. 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.
7. 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: Griswold Nursery, 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)

Note: We have received a copy of the limited liability company operating agreement of Griswold Nursery, LLC. Based on our review, paragraph number 7 will not appear on the policy to issue if the following conditions are met on the instrument to be insured:

- Garda Griswold and Orine Holm must sign as managers of said entity.
- All signature(s) must be notarized in a representative capacity.

Further, we will require consent for the proposed transaction from Linda Malland.

8. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

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

9. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: DC Granger Inc

- a. A Copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein.
- c. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

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

10. **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.

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**SCHEDULE B**  
(continued)

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

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

12643 Northeast 70th Street  
Kirkland, WA 98033

Note C: Note: The Company is willing to issue an Extended Coverage Lenders Policy. General Exceptions A through J, inclusive, are hereby deleted.

ALTA 22-06, ALTA 8.1 and ALTA 9-06 Endorsements will issue with the forthcoming lenders policy.

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. Lts. 34-36, Blk. 81, Vol. 21 of Plats, pg. 43  
Tax Account No.: 124150-0190-06, 124150-0191-05 and 124150-0192-04

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**

**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.:** 0020167-04-

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

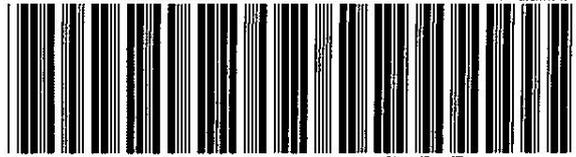
COMPANY OF WASHINGTON

701 5th Avenue, Suite 2300  
Seattle, WA 98104  
Phone: (206)628-5600 / Fax: (206)628-4725

**Order No.:** 0020167-04  
**Property:** 12643 Northeast 70th Street  
Kirkland, WA 98033

<b>BUYER/BORROWER(S)</b>	
DC Granger Inc. and or assigns	
<b>LISTING AGENT</b>	
Skyline Properties 9709 3rd Ave NE #450 Seattle, WA 98115 <b>Phone:</b> (206)522-3400 <b>Fax:</b> (206)522-6890	<b>Main Contact:</b> Frank Geyer Phone: (206)522-3400 Cell: (206)949-9087 Fax: (206)522-6890 Email: franks@skylineproperties.com
<b>SELLING AGENT</b>	
RE/MAX Metro Realty 2312 Eastlake Ave E Seattle, WA 98102 <b>Phone:</b> (206)726-6228 <b>Fax:</b> (206)322-7576	<b>Main Contact:</b> Jon Bergerson Phone: (206)322-5700 Email: jonbergerson@msn.com
<b>ESCROW</b>	
Chicago Title 4100 194th St SW, Suite 100 Lynnwood, WA 98036 <b>Phone:</b> (425)775-1840 <b>Fax:</b> (425)775-0990	<b>Main Contact:</b> Diane Barlow Phone: (425)775-1840 Fax: (425)775-0990 Email: diane.barlow@ctt.com <b>Contact:</b> Yurianna Cha Phone: (425) 775-1840 Email: yurianna.cha@ctt.com

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

**20060323001268**LANE POWELL WD 34.00  
PAGE001 OF 002  
03/23/2006 13:34  
KING COUNTY, WARecorded at the Request of and When Recorded  
Return to:Harold Snow, Jr.  
Lane Powell PC  
1420 5<sup>TH</sup> Avenue, Ste. 4100  
Seattle, WA 98101-2338**E2194369**03/23/2006 13:33  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00

PAGE001 OF 001

**QUIT CLAIM DEED****Grantor:** GRISWOLD, William O., Trustee under Declaration of Living Trust dated February 8, 1980**Grantee:** GRISWOLD NURSERY, LLC**Abbrev. Legal Desc.:** Lots 34, 35 and 36, Blk 81 Burke 7 Farrar's Kirkland Add'n to City of Seattle Div No. 20 Vol 21 page 43  
(Complete legal description on page 1 below)**Tax Parcel ID No.** 12415000190, 12415000191, 12415000192

THE GRANTOR, *WILLIAM O. GRISWOLD*, Trustee under Declaration of Living Trust dated February 8, 1980, for and in consideration of a transfer to a family limited liability company, with no change in beneficial interest, conveys and quit claims to *GRISWOLD NURSERY, LLC*, a Washington limited liability company, ("Grantee"), the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the grantor therein:

Lots 34, 35 and 36, Block 81, Burke 7 Farrar's Kirkland Addition to the City of Seattle, Division No. 20, according to plat thereof recorded in Volume 21 of Plats, page 43, records of King County, Washington.

Dated: March 17, 2006.

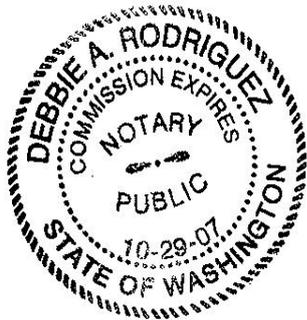
  
\_\_\_\_\_  
WILLIAM O. GRISWOLD, Trustee under  
Declaration of Living Trust dated February 8, 1980

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **William O. Griswold**, the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Trustee under that certain Declaration of Living Trust dated February 8, 1980, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 3/17/06 Debbie A. Rodriguez

Print Name: Debbie A. Rodriguez  
NOTARY PUBLIC for the State of  
Washington, residing at  
Snohomish

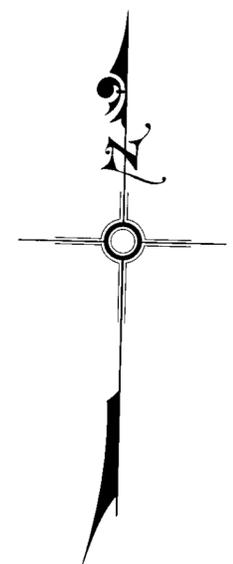
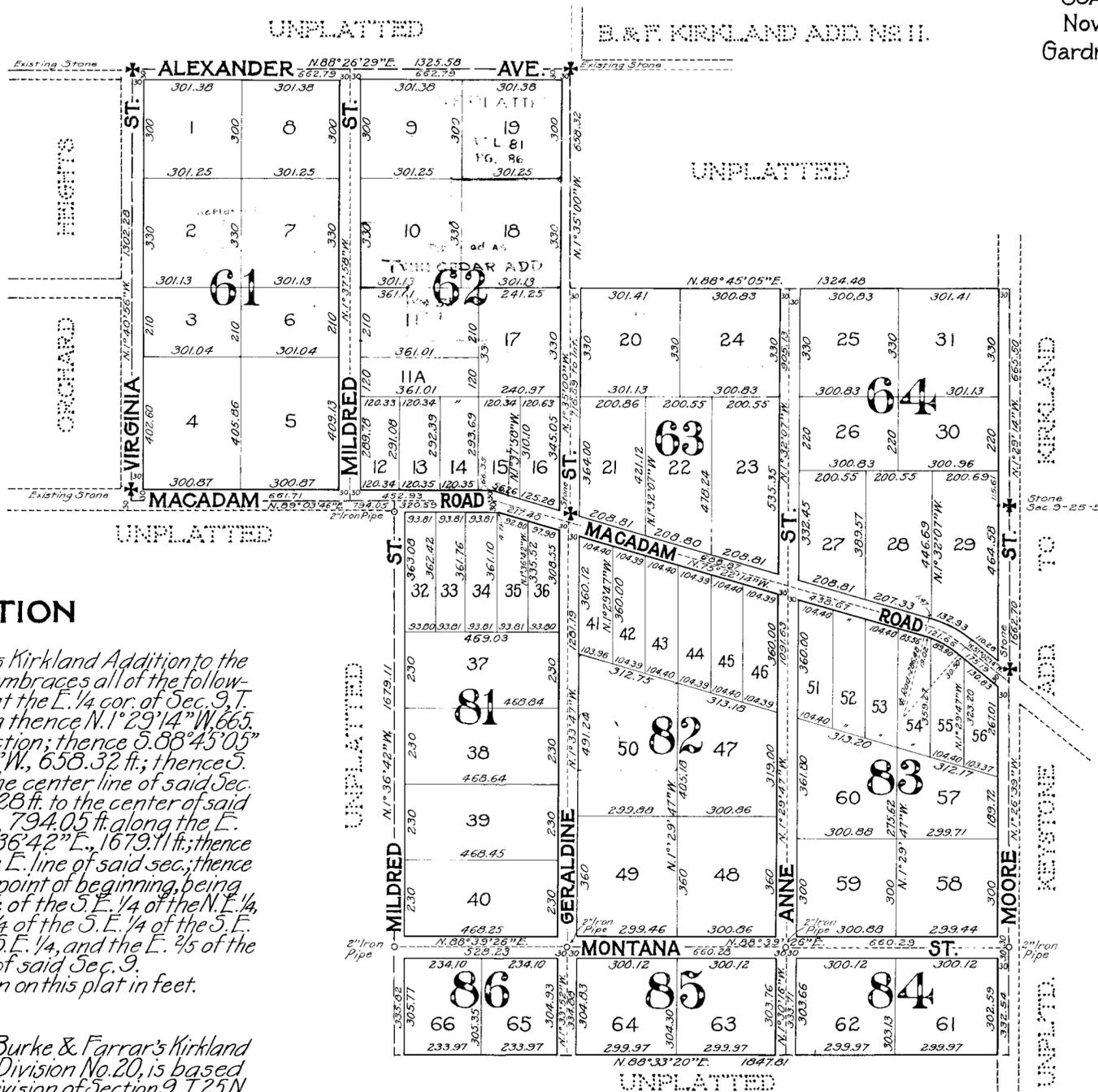


My appointment expires:  
10-29-07

# BURKE & FARRAR'S

# KIRKLAND ADDITION TO THE CITY OF SEATTLE DIVISION No. 20

SCALE: 1"=300'  
November 1913  
Gardner & Gardner  
Engineers.



## DESCRIPTION

This plat of Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 20, embraces all of the following described tract: beginning at the E. 1/4 cor. of Sec. 9, T. 25 N., R. 5 E., W. M., and running thence N. 1° 29' 14\" W 665.50 ft. along the E. line of said section; thence S. 88° 45' 05\" W, 1324.48 ft.; thence N. 1° 33' 00\" W, 658.32 ft.; thence S. 88° 26' 29\" W, 1325.58 ft. to the center line of said Sec. 9; thence S. 1° 40' 56\" E., 1302.28 ft. to the center of said Sec. 9; thence N. 89° 03' 46\" E., 794.05 ft. along the E. and W. 1/4 sec. line; thence S. 1° 36' 42\" E., 1679.11 ft.; thence N. 88° 33' 20\" E., 1847.81 ft. to the E. line of said sec.; thence N. 1° 26' 39\" W., 1662.70 ft. to the E. line of said sec.; thence the S.W. 1/4 of the N.E. 1/4, the S. 1/2 of the S.E. 1/4 of the N.E. 1/4, the N.E. 1/4 of the S.E. 1/4, the N. 1/4 of the S.E. 1/4 of the S.E. 1/4, the E. 1/5 of the N.W. 1/4 of the S.E. 1/4, and the E. 2/5 of the N. 1/4 of the S.W. 1/4 of the S.E. 1/4 of said Sec. 9.

All dimensions are as shown on this plat in feet.

We hereby certify that the Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 20, is based upon an actual survey and subdivision of Section 9, T. 25 N., R. 5 E., W. M. That the distances and courses as shown thereon are correct. That Monuments have been set and the lots and blocks have been staked on the ground.

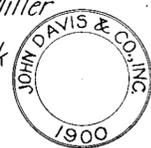
Gardner & Gardner.

## DEDICATION

Know all men by these presents that Burke & Farrar Inc. a corporation organized under the laws of the State of Washington, owners in fee simple of the land hereby platted, and John Davis & Co., a corporation organized under the laws of the State of Washington, and Peter Kirk, mortgagees of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown thereon.

In witness whereof the said corporations have caused their corporate names to be hereunto subscribed, the former by its president and secretary, and the latter, by its secretary, and their corporate seals to be hereunto affixed this 26<sup>th</sup> day of November A. D. 1913, and the said Peter Kirk has hereunto set his hand and seal this 3<sup>rd</sup> day of December A. D. 1913.

Mortgagees  
John Davis & Company  
by Vincent D. Miller  
Its Secretary  
by Peter Kirk



Owners  
Burke & Farrar Inc.  
by E. C. Burke  
Its President  
by Bert Farrar  
Its Secretary



Examined and approved this 20<sup>th</sup> day of January A. D. 1913.  
Attest: Byron Phelps  
County Auditor  
by N. M. Wardall  
Deputy

J. T. Killoren  
Notary Public in and for the State of Washington, residing in Seattle.



David Mc Kenzie  
Chairman of Board of County Commissioners.



## ACKNOWLEDGMENTS

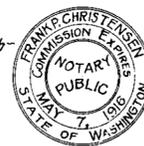
State of Washington } s.s. This is to certify that on this 26<sup>th</sup> day of November A. D. 1913, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E. C. Burke and Bert Farrar, president and secretary respectively of Burke & Farrar, Inc., and Vincent D. Miller, secretary of John Davis & Co., to me known to be the officers of the corporations which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporations for the uses and purposes mentioned therein, and they on oath stated that they were severally authorized by said corporations to execute the said instrument and that the seals thereto affixed are the corporate seals of said corporations.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above mentioned.

State of Washington } s.s. This is to certify that on this 3<sup>rd</sup> day of December A. D. 1913, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter Kirk, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

Frank P. Christensen  
Notary Public in and for the State of Washington, residing in Friday Harbor.



Examined and approved this 15<sup>th</sup> day of January A. D. 1913.  
by F. W. Allen Deputy  
Arthur P. Denton  
County Engineer

910920  
Filed for record at the request of Gardner & Gardner Jan. 20 1914 at 40 min. past 2 P.M. and recorded in Vol. 21 of plats, page 43 records of King County, Washington.

by Omedear  
Deputy

A. G. Simmer,  
Draftsman.

Byron Phelps,  
County Auditor

Filed for Record at Request of:

Parcel No. 7  
This space reserved for recorder's use.

Name STEWART TITLE COMPANY  
Address 12400 1st Avenue S.W.  
City and State ESSEX # 41-12913

6115.00  
61244610 05/01/1992

### Statutory Warranty Deed

THE GRANTOR WILLIAM O. GRISWOLD, Trustee under Declaration of Living Trust dated February 8, 1980,

for and in consideration of One Dollar (\$1.00)

in hand paid, convey and warrant to THE CITY OF KIRKLAND, a municipal corporation of the State of Washington,

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

That portion lying directly adjacent to and southerly of the south margin of State Aid Road No. 4, hereinafter referred to as N.E. 70th Street. Commencing at a point on said south margin 30 feet west of and 30 feet south of the intersection of the centerlines of said N.E. 70th Street and 128th Avenue N.E.; thence north 72° 24' 43" west along said south margin 66.79 feet to the TRUE POINT OF BEGINNING; thence continuing north 72° 24' 43" west along said south margin 125.00 feet; thence continuing along said south margin 98.50 feet; thence south 2° 00' 26" west 5.00 feet; thence south 84° 27' 10" east 97.18 feet; thence south 77° 30' 07" east 123.98 feet to a point on said south margin and the TRUE POINT OF BEGINNING.

Together with that portion lying northeasterly of a 25 foot radius curve tangent to the south margin of N.E. 70th Street and the west margin of 128th Avenue N.E.

All a portion of the parcel of land described as follows:

Lots 34, 35 and 36, Block 81, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 20, according to the plat thereof recorded in Volume 21 of Plats, Page 43, in King County, Washington.

Dated this 6 day of January, 1992

William O. Griswold  
WILLIAM O. GRISWOLD

STATE OF WASHINGTON, )  
County of King ) ss.

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

GIVEN under my hand and official seal this 6th day of January, 1992



Betty L. Simonds  
Notary Public in and for the State of Washington,  
residing at Redmond

My commission expires on Sept 20, 1993  
My Title Notary Public

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE ORIGINAL.

Filed by Stewart Title  
134345-12  
9205010806

