**Applicant:** Joe Flansburg, CES NW Inc, 310 29th St NE, Suite 101, Puyallup, WA 98372

**Location:** 1305 E. 43rd St, parcel number 5004260580

**Application No(s):** MPD2013-40000206759

**Proposal:** A Short Plat application to subdivide one parcel into two for single-family development. The parcel is currently developed with a house and a garage (to be removed). The site is zoned “R-2” Single-Family Residential Dwelling District.

Written AGENCY/DEPARTMENTAL comments must be submitted by **August 23, 2013** to the below staff contact.

For further information, log onto the website at [http://govme.org](http://govme.org) and select “Permit Information” then “Land Use Notices”. Or go to [http://tacomapermits.org/message-board/landusenotices](http://tacomapermits.org/message-board/landusenotices)

**Documents to Evaluate the Proposal:** Short Plat map, Land Use application, Title Report, and Lot Report

**Studies Requested:** Not applicable to this proposal

**Other Required Permits:** None identified

**Applicable Regulations of the Tacoma Municipal Code:**
- Chapter 13.04 Platting and Subdivisions
- Chapter 13.05 Land Use Permit Procedures
- Chapter 13.06 Zoning
- Other associated regulations and policies

A final decision on the proposal will be made by the Director following the close of the agency/departmental comment period. The decision will be mailed to the applicant, property owner, and project consultants. The decision will include appeal provisions.

**Staff contact:** Elliott Barnett, Land Use Planner  
747 Market St, Room 345, Tacoma, WA 98402; 253-591-5389; elliott.barnett@cityoftacoma.org

**Environmental Review:** Pursuant to WAC 197-11-9-800 and the City of Tacoma's SEPA Procedures, this proposed action is exempt from the Threshold Determination and Environmental Impact Statement requirements of SEPA.
The City of Tacoma does not discriminate on the basis of disabilities in any of its programs or services.
Upon request, special accommodations can be provided within five (5) business days by contacting the City Clerk’s Office at 591-5171 (voice) or 591-5058 (TDD)

City of Tacoma
Planning & Development
Services Department
747 Market Street, Room 345
Tacoma, WA 98402

Subject Site
E. 43rd St.
### Property Information (All fields marked with * are required for submittal)

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Address:</td>
<td>1305 E 43RD ST</td>
</tr>
<tr>
<td>Parcel Number:</td>
<td>5004260580</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Joe Flansburg</td>
</tr>
<tr>
<td>Business Name:</td>
<td>CES NW INC</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>310 29th street NE, Suite 101, Puyallup, WA 98372</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(253) 848-4282</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jflansburg@cesnwinc.com">jflansburg@cesnwinc.com</a></td>
</tr>
<tr>
<td>Property Owner:</td>
<td>Red Moon Development</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>4320 South Priceless View Drive, Gold Canyon, AZ 85118-5871</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(253) 202-8081</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:lbdravis@yahoo.com">lbdravis@yahoo.com</a></td>
</tr>
</tbody>
</table>

### Type of Permit

- Accessory Dwelling Unit
- Plat
- Short Plat
- Variance - Height
- Boundary Line Adjustment
- Reclassification
- Site Approval
- Zoning Verification
- Conditional Use
- Shoreline
- Variance
- Other
- Pre-Application Number: [Redacted]

Note: Some Land Use permits require a pre-application meeting with City staff prior to submitting the application. If you have not had a pre-application meeting with staff, you can request one online or by phone. After your meeting, you will be given a pre-application number to use with this application form.

### Current Use of Property

Please describe how the property is currently being used and what structures exist

Two story residential home and separate garage.
## Proposal

Please describe your proposal. To help you write your description, review the requirements and criteria for the permit for which you are applying. Please address the permit requirements and criteria in your description below, or if more appropriate, in the maps and attachments you provide.

Remove existing buildings and create two buildable lots, by short plat, as originally designed.

## Attachments

Please review the instruction sheet to determine what attachments* must be submitted with your application. Types of attachments that may be required are:

- Site plans, floor plans and building elevations
- Building or site sections
- Landscape plans
- Question sheets or studies

* All application materials must be provided electronically in PDF format. Attach files below.

---

I certify that the information contained herein is complete and accurate to the best of my knowledge.

Applicant's Signature: ___________________________ Date: **8/4/2013**
<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Fee</th>
<th>Permit Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>418 SHR Exemption</td>
<td></td>
<td>435 PLT Final Plat</td>
<td></td>
</tr>
<tr>
<td>420 SHR Develop/CUP</td>
<td>$1,232.77</td>
<td>436 CUP Conditional Use</td>
<td></td>
</tr>
<tr>
<td>421 SHR Variance</td>
<td></td>
<td>438 MLU Variance</td>
<td></td>
</tr>
<tr>
<td>423 SHR Revision</td>
<td></td>
<td>440 BLA Boundary Line Adj</td>
<td></td>
</tr>
<tr>
<td>431 REZ Rezone</td>
<td></td>
<td>441 MPD Binding Site Plan</td>
<td></td>
</tr>
<tr>
<td>432 SIT Site Approval</td>
<td></td>
<td>442 INT Info Item/ADU</td>
<td></td>
</tr>
<tr>
<td>433 PLT Preliminary Plat</td>
<td></td>
<td>443 SEP Environmental</td>
<td></td>
</tr>
<tr>
<td>434 MPD Short Plat</td>
<td>NO FEE</td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Route to: Jana

Permit Number(s):
PROPERTY OWNER’S AUTHORIZATION:

I, __________________________, being duly sworn, attest that I am a property owner owning property shown on the accompanying map, and that I authorize the submittal of a boundary line adjustment on the subject property to the City of Tacoma for preliminary approval.

I, Larry Davis, Managing General Partner of

Red Moon Development Inc., a Washington General Partnership, being duly sworn, attest that I am authorized to make decisions concerning the property shown on the accompanying map, and that I authorize the submittal of a boundary line adjustment on the subject property to city of Tacoma for preliminary approval.

SIGNATURE

SUBSCRIBED AND SWORN TO ME THIS 31st DAY OF July, 2013

Notary Public in and for the State of Washington, residing at Pierce County
ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

Stewart Title Guaranty Company, a Texas 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 180 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, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Attorney's Title Of Washington, Inc.

As issuing agent for Stewart Title Guaranty Company

By

Ellesia Barradale
SCHEDULE A

File Number: TC1-37834-ST

1. Effective Date: July 3, 2013 at 8:30AM

2. Policy or Policies to be issued:

   2010 ALTA Homeowner’s Coverage Owner’s Policy (Builder Rate)
   Proposed Insured: TO FOLLOW
   Amount: $147,700.00
   Premium: $244.00
   Tax: $23.18
   Total: $267.18

   2006 ALTA Extended Coverage Loan Policy – Simultaneous Rate
   Proposed Insured: TO FOLLOW
   Amount: $
   Premium: $
   Tax: $
   Total: $

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

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

   RED MOON DEVELOPMENT, INC., A WASHINGTON CORPORATION

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

   See Exhibit “A” Attached
LOT 58 OF APPLEWOOD ADDITION, ACCORDING TO THE PLAT RECORDED JUNE 18, 2008, UNDER RECORDING NUMBER 200806185001, IN PIERCE COUNTY, WASHINGTON.

TOGETHER WITH A PRIVATE ROAD EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON SAID PLAT.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.
SCHEDULE B – SECTION I

Requirements:

1. Instruments in insurable form which must be executed, delivered, and duly filed for record.

SCHEDULE B – SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

2. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW CHAPTER 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE TAX RATE FOR SAID PROPERTY IS 1.78% FOR ALL TRANSACTIONS RECORDED ON OR AFTER JULY 1, 2005:

• A FEE OF $10.00 WILL BE CHARGED ON ALL EXEMPT TRANSACTIONS;
• A FEE OF $5.00 WILL BE CHARGED ON ALL TAXABLE TRANSACTIONS IN ADDITION TO THE EXCISE TAX DUE.

3. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 5004260580

<table>
<thead>
<tr>
<th>YEAR</th>
<th>BILLED</th>
<th>PAID</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$2,592.87</td>
<td>$1,296.44</td>
<td>$1,296.44</td>
</tr>
</tbody>
</table>

THE CURRENT LEVY CODE IS 005
4. LIABILITY FOR SUPPLEMENTAL TAXES FOR IMPROVEMENTS WHICH HAVE RECENTLY BEEN CONSTRUCTED ON THE LAND. LAND IMPROVEMENTS ARE NOT PRESENTLY ASSESSED, BUT MAY APPEAR ON FUTURE ROLLS.

5. ANY UNPAID ASSESSMENTS OR CHARGES, AND LIABILITY FOR FURTHER ASSESSMENTS OR CHARGES BY APPLEWOOD HOMEOWNERS ASSOCIATION.

6. SHORT FORM DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

   GRANTOR: RED MOON DEVELOPMENT INC., A WASHINGTON CORPORATION
   TRUSTEE: WASHINGTON SERVICES, INC., A WASHINGTON CORPORATION
   BENEFICIARY: WASHINGTON FEDERAL SAVINGS
   ORIGINAL AMOUNT: $3,690,000.00
   DATED: JANUARY 17, 2007
   RECORDED: JANUARY 18, 2007
   RECORDING NO.: 200701180880

   THE DEED OF TRUST WAS MODIFIED BY INSTRUMENTS:
   RECORDING NO’S.: 200903240953; 200910280518; 201003290576; 201107060293; 201305310887

   AFFECTS: ENTIRE PLAT

7. SHORT FORM DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

   GRANTOR: RED MOON DEVELOPMENT, INC., A WASHINGTON CORPORATION
   TRUSTEE: WASHINGTON SERVICES, INC., A WASHINGTON CORPORATION
   BENEFICIARY: WASHINGTON FEDERAL SAVINGS, A UNITED STATES CORPORATION
   ORIGINAL AMOUNT: $739,247.98
   DATED: JUNE 10, 2011
   RECORDED: JULY 6, 2011
   RECORDING NO.: 201107060294

   AFFECTS: LOTS 27 THROUGH 42, INCLUSIVE; LOT 44; LOTS 46 THROUGH 69, INCLUSIVE AND TRACTS A AND B

8. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

   RECORDED: MARCH 23, 1988
   RECORDING NO. 8803230337
   REGARDING: ROAD MAINTENANCE
9. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: JUNE 3, 1996
RECORDING NO.: 9606030591
REGARDING: ROAD MAINTENANCE

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND ENERGY, INC.
PURPOSE: TO CONSTRUCT, OPERATE MAINTAIN, REPAIR, REPLACE, IMPROVE AND ENLARGE ONE OR MORE UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS
AREA: A PORTION OF LOTS 1 TO 48 AND LOTS 55 TO 58 AND LOTS 68 TO 75 AND OTHER PROPERTIES
RECORDED: FEBRUARY 8, 2006
RECORDING NO.: 200602080848

11. DECLARATION OF ROAD AND UTILITIES EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: RED MOON DEVELOPMENT, INC., A WASHINGTON CORPORATION
AND: B & L INVESTMENTS OF WASHINGTON, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
RECORDED: DECEMBER 18, 2007
RECORDING NO.: 200712180671
REGARDING: PRIVATE ROAD AND UTILITIES ALSO KNOWN AS HOWE STREET EAST 41ST STREET AND EAST ‘N’ STREET

12. CITY OF TACOMA UTILITY EASEMENT NO. 3881 AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF TACOMA, A MUNICIPAL CORPORATION
PURPOSE: A NON-EXCLUSIVE PERPETUAL EASEMENT TO INSTALL, CONSTRUCT, OPERATE, INSPECT, MAINTAIN, REMOVE, REPAIR, AND REPLACE CITY OF TACOMA UTILITIES.
AFFECTS: A PORTION OF LOTS 31 AND 32, LOT 59 AND TRACT A (PRIVATE ROAD)
RECORDED: MARCH 25, 2008
RECORDING NO.: 200803251148
THIS EASEMENT SUPERSEDES AND REPLACES, IN ITS ENTIRETY, THOSE CERTAIN
CITY OF TACOMA SANITARY SEWER EASEMENTS RECORDED UNDER RECORDING
NUMBERS 200712190819 AND 200801150132.

13. CITY OF TACOMA UTILITY EASEMENT NO. 3942 AND THE TERMS AND
CONDITIONS THEREOF:

GRANTEE: CITY OF TACOMA, A MUNICIPAL CORPORATION
PURPOSE: A NON-EXCLUSIVE PERPETUAL EASEMENT TO
INSTALL, CONSTRUCT, OPERATE, INSPECT,
MAINTAIN, REMOVE, REPAIR, AND REPLACE CITY
OF TACOMA UTILITIES.
AFFECTS: TRACT A (PRIVATE ROAD)
RECORDED: JUNE 5, 2008
RECORDING NO.: 200806050570

14. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT
RECORDED ON JUNE 18, 2008, UNDER RECORDING NO. 200806180267, INCLUDING,
BUT NOT LIMITED TO, LIABILITY FOR ASSESSMENTS LEVIED BY THE COMMUNITY
ASSOCIATION.

THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS
BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SET FORTH
IN SAID INSTRUMENT TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE
BOUNDARIES OF SAID LAND.

NOTE: RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OF
DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL
STATUS OR NATIONAL ORIGIN HAVE BEEN DELETED.

SAID INSTRUMENT REVISES AND SUPERSEDES “APPLEWOOD DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS” AS FILED UNDER RECORDING NO.
200611020110.

15. PROVISIONS CONTAINED IN THE ARTICLES OF INCORPORATION AND BYLAWS OF
APPLEWOOD HOMEOWNERS ASSOCIATION, AND ANY TAX, FEE, ASSESSMENTS OR
CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.

16. COVENANT AND EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: RED MOON DEVELOPMENT, INC.
AND: CITY OF TACOMA
RECORDED: JUNE 18, 2008
RECORDING NO.: 200806180268
REGARDING: PRIVATE STORM DRAINAGE SYSTEM AND
MAINTENANCE OF STORM DRAINAGE SYSTEM;
AND A PERPETUAL EASEMENT TO THE CITY OF
TACOMA TO ENTER THE PROPERTY, INSPECT THE
PRIVATE STORM DRAINAGE SYSTEM, AND MAKE
NECESSARY REPAIRS

17. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE RECORDED PLAT OF APPLEWOOD ADDITION RECORDED UNDER RECORDING NO. 200806185001.

THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.

NOTE: RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN HAVE BEEN DELETED.

(END OF SCHEDULE B EXCEPTIONS)

NOTE 1: ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, THE PROPOSED INSURED IS . WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY(IES).

NOTE 2: IF THE TRANSACTION TO BE INSURED INVOLVES TWO OR MORE DEEDS OF TRUST THERE MUST BE ONE, OR MORE, DULY EXECUTED SUBORDINATION AGREEMENT(S) THAT IDENTIFIES THE FIRST, SECOND, AND IF APPLICABLE, THIRD LIEN POSITIONS. IF THE SAME LENDER IS PLACING TWO DEEDS OF TRUST OF RECORD SIMULTANEOUSLY THERE MUST BE LANGUAGE ON THE SUBORDINATE INSTRUMENT STATING THAT IT IS JUNIOR TO THE INTENDED FIRST LIEN DEED OF TRUST.

NOTE 3: THE MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHTS OF PARTIES IN POSSESSION AND UNRECORDED LIENS FOR LABOR AND MATERIAL HAVE BEEN CLEARED FOR THE LOAN POLICY, WHICH WHEN ISSUED, WILL CONTAIN THE WLTA 100 ENDORSEMENT.

THE LOAN POLICY OFFERS ADDITIONAL COVERAGE WHICH WILL NOT BE PROVIDED IN THE OWNER’S POLICY TO BE ISSUED, EXCEPT AS SPECIFIED IN THE HOMEOWNER’S ADDITIONAL PROTECTION ENDORSEMENT.

NOTE 4: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:

SINGLE FAMILY RESIDENCE

KNOWN AS:
1305 E 43rd St
Tacoma, WA 98404
NOTE 5: THE COUNTY TAX ROLLS DISCLOSE THE CURRENT ASSESSED VALUATIONS AS FOLLOWS:

- LAND: $47,600.00
- IMPROVEMENTS: $100,100.00
- TOTAL: $147,700.00

NOTE 6: IF YOU WOULD LIKE THE COMPANY TO ACT AS TRUSTEE IN THE PROPOSED DEED OF TRUST, PLEASE NOTE THAT "ATTORNEY'S TITLE OF WASHINGTON, INC." MAY ACT AS TRUSTEE OF A DEED OF TRUST UNDER RCW 61.24.010(1).

NOTE 7: THE COMPANY REQUIRES THE PROPOSED INSURED TO VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED IN THIS TRANSACTION. THE DESCRIPTION OF THE LAND MAY BE INCORRECT, IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE INFORMATION. NOTIFY THE COMPANY WELL BEFORE CLOSING IF CHANGES ARE NECESSARY. CLOSING INSTRUCTIONS MUST INDICATE THAT THE LEGAL DESCRIPTION HAS BEEN REVIEWED AND APPROVED BY ALL PARTIES.

NOTE 8: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

LOT 58, APPLEWOOD ADDITION

NOTE 9: WITHIN IN THE PAST 24 MONTHS THERE HAVE BEEN NO CONVEYANCES OF RECORD FOR THE PROPERTY DESCRIBED IN SCHEDULE A HEREIN. TITLE WAS ACQUIRED BY VESTEE BY THE FOLLOWING DEEDS:

STATUTORY WARRANTY DEEDSRecorded unter RECORDING NUMBERS 200509060907; 200510210032; 200603090127 AND 200609180294

(END OF SCHEDULE B)
Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

Prepared by:  EB 7/9/13

Cc: Better Properties #4317

Attorney’s Title Of Washington, Inc.
Title V of the Gramm-Leach Bliley Act (GLBA) generally prohibits any financial institution, directly or thought its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Attorney's Title Of Washington, Inc.

We may collect nonpublic personal information about you from the following sources:

- Information we receive about you such as on applications or other forms.
- Information about your transactions we secure form our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements.

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.
COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company, a Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 180 days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Countersigned by:

Ellenis Barradale
Authorized Countersignature

Attorney’s Title of Washington, Inc.

Senior Chairman of the Board

Chairman of the Board

President
CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. 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.
THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

ORDER NO. ____________

SECTION: 15  TOWNSHIP: 20N  RANGE: 03E

[Map and survey information]
Lot Closure Calculations for

LOT 58 SHORT PLAT
Parcel name: 58-A

North: 693383.73882        East : 1165053.15715
Line Course: N 00-17-07 E Length: 50.00
       North: 693433.73820        East : 1165053.40610
Line Course: N 05-57-16 E Length: 9.39
       North: 693443.07754        East : 1165054.38020
Line Course: S 89-19-57 E Length: 60.31
       North: 693442.37494        East : 1165114.68611
Line Course: S 29-31-49 E Length: 131.40
       North: 693328.04441        East : 1165179.45099
Curve Length: 25.00        Radius: 42.50
       Delta: 33-42-29        Tangent: 12.88
       Chord: 24.64        Course: S 43-36-57 W
       Course In: S 29-31-49 E Course Out: N 63-14-18 W
RP North: 693291.06536        East : 1165200.39854
End North: 693291.06964        East : 1165200.39912
Line Course: N 56-03-58 W Length: 131.73
       North: 693383.73869        East : 1165053.15678

Perimeter: 407.82   Area: 8,799 sq.ft. 0.20 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00039     Course: S 70-15-50 W
Error North: -0.000132     East : -0.000369
Precision 1: 1,045,717.95

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Parcel name: 58-B

North: 693295.01407        East : 1165052.71558
Line Course: N 00-17-07 E Length: 88.73
       North: 693383.74297        East : 1165053.15737
Line Course: S 56-03-58 E Length: 131.73
       North: 693310.20655        East : 1165162.45142
Curve Length: 27.26        Radius: 42.50
       Delta: 36-44-45        Tangent: 14.12
       Chord: 26.79        Course: S 08-23-20 W
       Course In: S 63-14-18 E Course Out: S 80-00-57 W
RP North: 693291.06964        East : 1165200.39912
End North: 693283.70116        East : 1165158.54276
Line Course: N 83-53-50 W Length: 106.43
       North: 693295.01598        East : 1165052.71592

Perimeter: 354.13   Area: 6,250 sq.ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00193     Course: N 09-56-34 E
Error North: 0.000132     East : -0.000369
Precision 1: 183,497.41