



Enclosed: Preliminary Title Commitment

Property: Guye Peak Lane, Snoqualmie Pass, WA 98068

Date: April 3, 2017

County: Kittitas

Order No.: NXWA-0258315

Reference: Buildworx

THIS INFORMATION IS NOT PART OF THE PRELIMINARY TITLE COMMITMENT. YOU SHOULD READ THE PRELIMINARY TITLE COMMITMENT VERY CAREFULLY.

Your Escrow Team:

STAFF		Email	Direct
Linda Duggins	Escrow Closer	lduggins@nextitle.com	(509) 933-5208

For any questions on your commitment please contact us at **509.925.5665** during *business hours* Monday through Friday from 8:00 AM to 5:00 PM PST or e-mail us at **wakittitas@nextitle.com**

Title Orders: wakittitas@nextitle.com

Your Title Team:

STAFF		Email	Direct
Karen Kies	Title Manager	kkies@nextitle.com	509.933.5201
Randy Carbary	Title Assistant	rcarbary@nextitle.com	509.933.5204

Thank you for choosing **NexTitle, A Title and Escrow Co.**, We value your business. Please let us know how we can help.



NexTitle, A Title and Escrow Co., 2411 W Dolarway, Ste 1, Ellensburg, WA 98926
Main: (509)925-5665 Main Fax: (509)925-7711, Website: www.nextitle.com
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ALTA PLAIN LANGUAGE COMMITMENT FORM

Issued By
NEXTITLE, A TITLE AND ESCROW CO.

Agent For
FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: NXWA-0258315 SECOND COMMITMENT

SCHEDULE A

- 1. Commitment Date: March 28, 2017 at 8:00AM
- 2. Policy (or Policies) to be issued:

Owner's Policy	ALTA Owner's Policy, (6-17-06) Standard Coverage Short term discount	Policy Amount \$575,000.00
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	Premium: \$1,194.00
	Tax: \$97.91
	Total: \$1,291.91

Proposed Insured: Robin Sheridan and Kirk Mastin, presumptively subject to the community interest of their spouse, if married

Loan Policy	ALTA Extended Loan Policy, (6-17-06)	Policy Amount TBD
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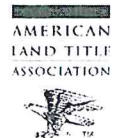
	Premium: TBD
	Tax:
	Total:

Proposed Insured: Appropriate Lender

- 3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Buildworx Development, LLC
- 4. The land referred to in the Commitment is described as follows:
 See attached Exhibit A

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SCHEDULE A
(Continued)

Issued By:
NEXTITLE, A TITLE AND ESCROW CO.
2411 W Dolarway, Ste 1
Ellensburg, WA 98926



COUNTERSIGNED: Alan Chang
Authorized Officer or Agent

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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ALTA Plain Language Commitment Form (6/17/06)
Schedule A

AMERICAN
LAND TITLE
ASSOCIATION



NXWA-0258315

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements that must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed, delivered and recorded.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART ONE:

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public record.
- E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters are excepted under (a), (b) or (c) are shown by the public records; (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements and equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law or not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this commitment.

Paragraphs A, B, C, D, E, F, G and H will not appear as printed exceptions on extended coverage policies, except as to such parts appear as parts thereof which may be typed as a special exception.

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**SCHEDULE B - SECTION II - PART 2
EXCEPTIONS**

PART TWO:

1. 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 **1.53%**.

2. 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.: **092536**, Year: **2017**, Billed: **\$641.83**, Paid: **\$0.00**, Balance: **\$641.83**. The current levy code is **14**. The current use code is **91**.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land:	\$75,000.00
Improvements:	\$0.00
Total:	\$75,000.00

3. 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.
4. Any unpaid charges or assessments, and liability for further assessments or charges, levied by Snoqualmie Pass Utility District, for which a lien may have arisen, or may arise.
5. Easement and the terms and conditions thereof: Grantee: Seattle Ski Club, Purpose: sewer, utilities, and drainage, Area affected: Portion of said premises, Recorded: August 7, 1981, Suit: 18916.
6. Easement and the terms and conditions thereof: Grantee: Puget Sound Power & Light Co., a Washington corporation, Purpose: Electric transmission and distribution lines, together with the necessary appurtenances, Area affected: Portion of said premises, Recorded: August 24, 1990, under Recording No.: 532463.
7. Agreement and the terms and conditions thereof, By and between: New Snoqualmie Summit Inn, Inc. and Sewer District No. 1, Kittitas County, Washington, a municipal corporation of the State of Washington, Dated: June 5, 1968, Recorded: June 12, 1968, in Volume 111, page 137, Auditor's File No.: 347837, Regarding: a continuous and adequate source of revenue, for the construction, maintenance and operation of a sewer system, to the record for which reference is hereby made for the full particulars

Addendum to said agreement recorded March 12, 1975, under Auditor's File No. 395613.

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SCHEDULE B - SECTION II - PART 2

(Continued)

8. Agreement and the terms and conditions thereof, By and between: Snoqualmie Summit Inn, Inc., and Snoqualmie Pass Sewer District, Dated: May 17, 1991, Recorded: September 2, 1992, in Volume 334, page 1538, Auditor's File No.: 552302, Regarding: Sewer and Water System
9. Indemnification Agreement and the terms and conditions thereof, By and between: Snoqualmie Summit Inn, Inc., a Washington corporation, and Snoqualmie Pass Sewer District, Dated: May 17, 1991, Recorded: September 2, 1991, in Volume 334, page 1555, Auditor's File No.: 552303
10. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded Plat of Village at the Summit Division II.

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.

11. Covenants, Conditions and Restrictions imposed by instrument Recorded: September 24, 1990, under Recording No.: 533496, including, but not limited to, liability for assessments levied by the community association.

And Amendments/Modifications thereto recorded under Recording No. 199605070029.

Said Declaration states in "shall supersede and replace that certain Declaration" recorded under Recording No. 528342.

Omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

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.

12. Provisions contained in the Articles of Incorporation and Bylaws of **the Village at The Summit Homeowner's Association.**
13. Matters disclosed by survey, recorded August 17, 2016, under Recording No. : 201608170015.
14. Deed of Trust and the terms and conditions thereof. Grantor: BuildWorx Development, LLC, Trustee: NexTitle, Beneficiary: Sandy Investments, LLC, Original Amount: \$577,500.00, Dated: September 29, 2016, Recorded: October 4, 2016 under Recording No.: 201610040011.

Affects: Said premises and other property.

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SCHEDULE B - SECTION II - PART 2

(Continued)

15. A Claim of Mechanic's Lien recorded under Recording No. 201701260028. Claimant: Gator Contractors, Inc. C/O Judimaryjo, Inc. DBA Liendata USA; Amount: \$10,761.59 and any other amounts due thereunder.

Affects: Said premises and other property.

16. Matters relating to the questions of survey, rights of parties in possession, and unrecorded lien rights for labor and material, if any, the disposition of which will be furnished by supplemental report.

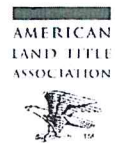
Note: Please advise the company at least three days prior to closing so that we may inspect the land to determine and report the current status of the above noted matters.

17. Pendency of Yakima County Superior Court Cause No 77-2-01484-5, State of Washington, Dept. of Ecology, Plaintiff, vs. Acquavella et al., Defendants. Notice of said cause given in Lis Pendens filed October 14, 1977, in Volume 90, page 589, under Kittitas County Auditor's File No. 417302, and Supplemental Lis Pendens filed June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263. This is an action to determine right to divert, withdraw or otherwise use the surface waters of the Yakima River Drainage Basin, in accordance with RCW Chapters 90.03 and 90.44. Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General.

PLEASE NOTE: The policy/policies to be issued include as one of the General Exceptions "Water rights, claims or title to water". The action referred to herein involves such water rights and so will not appear on said policy/policies as a Special Exception.

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SCHEDULE B - SECTION II - PART 2

(Continued)

Informational Notes:

1. We find no pertinent matters of record against the name(s) of said Borrower(s).
2. In the past 36 months, **there have been no conveyances** of record for the property described in Schedule A herein. Title was acquired by **Buildworx Development, LLC** by Deed recorded on **July 20, 2016**, under Recording No. **201607200013**.
3. The company has been asked to issue simultaneous policies without disclosure of the liability amounts. This commitment shall be effective only when the amounts of the owner's and lender's policies committed for has been inserted in Schedule A hereof. The forthcoming owner's policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner. The company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
4. 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 ALTA 9-06 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 WLTA Homeowner's Additional Protection Endorsement (1/12/95) or in the ALTA 2008 Homeowner's Policy.
5. Based on information provided to the company, on the date of this commitment it appears that there is located on the land:

Property Type: **Single Family Residence**

Known as: **Vacant Land, 6 Guye Peak Lane , Snoqualmie Pass, WA 98068**

6. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04.

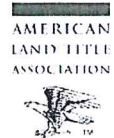
LT D, BLK 9, VILLAGE AT THE SUMMIT DIV 2, KITTITAS CO., WA

Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

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.

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SCHEDULE B - SECTION II - PART 2

(Continued)

8. In the event that the commitment jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The commitment jacket is available for inspection at any company office.

9. In the event this transaction does not close with NexTitle, or this commitment is canceled, a fee of \$60.00, plus sales tax of \$5.70 (\$4.92 sales tax in Kittitas County) will be charged.

10. When sending documents for recording, please send to the following address:

For all counties EXCEPT Kittitas:

NexTitle
2035 120th Avenue NE, Suite 200
Bellevue, WA 98005

For Kittitas County ONLY:

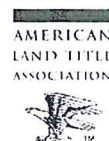
NexTitle
2411 W Dolarway, Suite 1
Ellensburg, WA 98926

If they must record the same day, please contact the title unit for special delivery requirements.

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ALTA Plain Language Commitment Form (6/17/06)
Schedule B-Section II-Part 2



NXWA-0258315

EXHIBIT A

LOT D, BLOCK 9, VILLAGE AT THE SUMMIT DIVISION 2, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 8 OF PLATS, PAGES 31 THROUGH 33, RECORDS OF KITTITAS COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 90 days after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 3.

The Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

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CONDITIONS

1. **DEFINITIONS**

"Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. **LATER DEFECTS**

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

3. **EXISTING DEFECTS**

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

4. **LIMITATION OF OUR LIABILITY**

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

Comply with the Requirements shown in Schedule B - Section I
or
Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

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

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

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

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PRIVACY POLICY NOTICE NEXTITLE, A TITLE AND ESCROW CO.

NexTitle, A Title and Escrow Co. values our customers and we are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures NexTitle, A Title and Escrow Co. takes to safeguard that information.

Who is Covered

Each customer who purchases a title insurance policy or obtains settlement services through NexTitle, A Title and Escrow Co.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

NexTitle, A Title and Escrow Co. does not share personal information that it collects with anyone other than those individuals necessary to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. NexTitle, A Title and Escrow Co. may share nonpublic personal information as permitted by law with entities with whom NexTitle, A Title and Escrow Co. has a joint marketing agreement. Entities with whom NexTitle, A Title and Escrow Co. has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as NexTitle, A Title and Escrow Co. uses to protect this information and to use the information for lawful purposes. NexTitle, A Title and Escrow Co., however, may share information as required by law in response to subpoena, to a government regulatory agency or to prevent fraud.

Information Security

NexTitle, A Title and Escrow Co., at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. NEXTITLE, A TITLE AND ESCROW CO. EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

