

2411 W Dolarway, Suite 1 Ellensburg, WA 98926 Phone: (509)925-5665 (888)925-5868 www.nextitle.com

ALTA PLAIN LANGUAGE COMMITMENT FORM

Issued By **NEXTITLE, A TITLE AND ESCROW CO.**

Agent For FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: NXWA-0142278

THIRD COMMITMENT

SCHEDULE A

Commitment Date: June 30, 2016 at 8:00AM 1.

2. Policy (or Policies) to be issued:

> ALTA Owner's Policy, (6-17-06) Standard Coverage Owner's Policy

Policy Amount

\$150,000.00

Premium:

\$540.00

Tax:

\$43.20

Total:

\$583.20

Loan Policy

Proposed Insured: BuildWorx Development LLC

ALTA Extended Loan Policy, (6-17-06)

Policy Amount

\$0.00

Premium:

\$0.00

Tax: Total: \$0.00

\$0.00

Proposed Insured: Appropriate Lender

- Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by: 3. Oksana Zhukovskaya, as her separate estate
- The land referred to in the Commitment is described as follows: 4. See attached Exhibit A

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SCHEDULE A

(Continued)

Issued By:

NEXTITLE, A TITLE AND ESCROW CO.

2411 W Dolarway, Suite 1 Ellensburg, WA 98926

> Dennis J. Gilmore President

First American Title Insurance Company

Jeffrey S. Robinson Secretary

COUNTERSIGNED: Eric T. Bloomquist

Authorized Officer or Agent

Commitment No.: NXWA-0142278 THIRD COMMITMENT

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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Commitment No.: NXWA-0142278 THIRD COMMITMENT

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: 2016, Billed: \$608.05, Paid: \$0.00, Balance: \$608.05. The current levy code is 30. The current use code is 11.

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. 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.; 082536, Year: 2016, Billed: \$684.92, Paid: \$0.00, Balance: \$684.92. The current levy code is 14.

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.: 082536, Year: 2015, Billed: \$832.38, Paid: \$0.00, Balance: \$832.38. The current levy code is 14.

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

- 4. Any unpaid charges or assessments, and liability for further assessments or charges, levied by The Village at the Summit Homeowner's Association, for which a lien may have arisen, or may arise.
- 5. Any unpaid charges or assessments, and liability for further assessments or charges, levied by Snogulamie Pass Utility District, for which a lien may have arisen, or may arise.
- Agreement and the terms and conditions thereof, By and between: New Snoqualmie Summit Inn, Inc. and 6. 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,

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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.

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.

- 8. 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.
- 9. 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.

 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.

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(Continued)

- 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.
 - First Amendment to said instrument was recorded May 7, 1996, under Auditor's File No. 199605070029.
 - 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. 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
- 13. Indemification 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
- 14. Option Agreement and the terms and conditions thereof imposed by instrument Recorded: December 1, 2004, under Recording No. 200412010041.

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Informational Notes:

- 1. According to the Application for Title Insurance, the proposed insured is BuildWorx Development LLC. We find no pertinent matters against said party (ies).
- 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 **Oksana Zhukovskaya** by Deed recorded on **December 1**, **2004**, under Recording No. **200412010039**.
- 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: xxxx Guye Peak Ln, 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.

LOT C, BL. 9 VILLAGE AT THE SUMMIT, DIV II, 8/31 KITTITAS CO., WA LOT D, BL. 9 VILLAGE AT THE SUMMIT, DIV II, 8/31 KITTITAS CO., WA

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

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(Continued)

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

NexTitle 2411 W. Dolarway, Ste. 1 Ellensburg, WA 98926

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

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EXHIBIT A

LOT C, BLOCK 9, VILLAGE AT THE SUMMIT DIVISION 2, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 8 OF PLATS, PAGES 31 THROUGH 33, RECORDS OF SAID COUNTY.

LOT D, BLOCK 9, VILLAGE AT THE SUMMIT DIVISION 2, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 8 OF PLATS, PAGES 31 THROUGH 33, RECORDS OF SAID COUNTY.