



1206 N Dolarway Road, Suite 114
Ellensburg, WA 98926
Phone: (509)925-5665
Fax: (509)925-7711
www.nextitle.com

PLAT CERTIFICATE

Order No.: NXWA-0321759

Certificate for Filing Proposed Plat:

This Company has examined the public records of the County Auditor and County Clerk of Kittitas County, Washington, and the public records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said Kittitas County, to-wit:

SEE SCHEDULE A (NEXT PAGE)

VESTED IN:

East Peak Development, LLC, a Washington limited liability company

EXCEPTIONS:

SEE SCHEDULE B ATTACHED

AMOUNT CHARGED: \$350.00
SALES TAX: \$29.05

Records examined to November 28, 2019 at 8:00 AM

Date: December 11, 2019

Issued By:
NexTitle, A Title and Escrow Co.
1206 N Dolarway Road, Suite 114
Ellensburg, WA 98926

COUNTERSIGNED: karen Kies
Authorized Officer or Agent

Received By: Encompass

JAN 14 2020

Engineering and Surveying

19024

NEXTITLE
PLAT CERTIFICATE
SCHEDULE A

(Continued)

Order No.: NXWA-0321759

LEGAL DESCRIPTION

PARCEL 2B OF THAT CERTAIN SURVEY AS RECORDED JUNE 6, 2018, IN BOOK 41 OF SURVEYS, PAGES 144 THROUGH 147, UNDER AUDITOR'S FILE NO. 201806060015, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST HALF OF SECTION 15, TOWNSHIP 22 NORTH, RANG 11 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PLAT CERTIFICATE SCHEDULE B

Order No.: NXWA-0321759

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

- A. 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 of mortgage thereon cover by this Commitment.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- D. Easements or claims of easements not shown by the public records.
- E. Any lien, or right to 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.
- F. Lien under the Workman's Compensation Act not shown by the public records.
- G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
- H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.
- I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.

This certificate is for informational purposes only. It is neither a commitment to insure the title to real property nor does it contain any express or implied opinion, warranty, guarantee, insurance or other similar assurances as to the status of title to the land. The information obtained is limited to that which can be obtained from the public record as of the effective date. This certificate is not intended as a representation regarding the condition of title to real property. This certificate is not, nor is it intended to be, a legal opinion of title or any form of title insurance. As part of the consideration given in exchange for the issuance of this certificate, recipient agrees that NexTitle's sole liability for any loss or damage caused by any error or omission in this certificate shall be limited to the cost of this certificate, whether such error or omission results from the negligence, accident, or other cause. All other liability for loss or damage is expressly disclaimed.

NEXTITLE
PLAT CERTIFICATE
SCHEDULE B

(Continued)

Order No.: NXWA-0321759

The legal description in this report is based on information provided with the application and the public records. Parties must notify the title insurance company if the description does not conform to their expectations.

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 land 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.: 198335, Year: 2019, Billed: \$10,778.76, Paid: \$10,778.76, Balance: \$0.00. The current levy code is 94.

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

Land: \$1,051,500.00
Improvements: \$110,380.00
Total: \$1,161,880.00
3. The lands described herein have been classified as Open Space Land/Farm and Agricultural Land/Timber Land as disclosed by notice recorded under Recording No. 200902030022, and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a notice of compliance form attached to the Excise Tax Affidavit.
4. Easement and the terms and conditions thereof: Grantee: The United States of America, Purpose: Roadways, Area affected: Portion of said land, Recorded: June 17, 1961, under Recording No.: 290399.
5. Easement and the terms and conditions thereof: Grantee: The United States of America, Purpose: Roadway and electric and telephone lines, Area affected: Portion of said land, Recorded: November 3, 1961, under Recording No.: 300558.

Termination of segment of Easement recorded under Recording No. 199810070026.
6. Easement and the terms and conditions thereof: Grantee: The United State of America, Purpose: Roadway, Area affected: Portion of said land, Recorded: September 30, 1968, under Recording No.: 350158.
7. Agreement between Hyak Skiing Corporation, a Washington corporation and Sewer District No. 1, Kittitas County, Washington a municipal corporation for creating a line area for sewage bonds for proportionate share of the use of the sewage system and the terms and conditions thereof imposed by instrument Recorded: June 6, 1968, under Recording No. 347702.
8. Relinquishment of right of access to State Highway and of light, view and air under terms of deed to the State of Washington and the terms and conditions thereof imposed by instrument Recorded: April 26, 1968, under Recording No. 346479.
9. Easement and the terms and conditions thereof: Grantee: Kittitas County Sewer District No. 1, Kittitas County, Washington, a municipal corporation, Purpose: Easement for sewer mains, Area affected: Portion of said land, Recorded: December 11, 1968, under Recording No.: 351534.

10. Easement and the terms and conditions thereof, Purpose: A parking lot and for parking purposes; Area affected: Portion of said land; Recorded 09/06/1973; Recording No.: 384974.
11. Easement and the terms and conditions thereof, Purpose: Ingress, egress and utilities; Area affected: Portion of said land; Recorded 09/09/1973; Recording No.: 384975.
12. Easement and the terms and conditions thereof: Grantee: Puget Sound Power & Light Company and Cascade Telephone Co., Purpose: An underground electric transmission and/or distribution system, Area affected: Portion of said land, Recorded: October 18, 1973, under Recording No.: 385720.
13. Easement and the terms and conditions thereof: Grantee: Puget Sound Power & Light Company, a Washington corporation, Purpose: A right of way 7 feet in width bearing such width on each side of a line described as follows: A 7-foot wide strip of land adjoining the Westerly margin of Keechelus Drive and Keechelus Drive West in the above described property; together with right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over the under the Right-of-Way, together with right of ingress and egress, Area affected: Portion of said land, Recorded: December 2, 1983, under Recording No.: 475572.

Said easement further provides as follows:

"Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the right herein granted provided that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent."

14. Easement and the terms and conditions thereof: Grantee: Kittitas County Sewer District No. 1, Kittitas County, Washington, Purpose: A perpetual right-of-way or easement for sewer mains with the necessary appurtenances, under, through, over and across certain property, Area affected: Portion of said land, Recorded: November 21, 1984, under Recording No.: 484336.
15. Easement and the terms and conditions thereof: Grantee: Port Quendall Development Co., Inc., a Washington corporation, Purpose: Parking for Suncrest Condominium, Area affected: Portion of said land, Recorded: November 21, 1984, under Recording No.: 485528.
16. Easement and the terms and conditions thereof: Grantee: Port Quendall Development Co., Inc., a Washington corporation, Purpose: Parking for Suncrest Condominium, Area affected: Portion of said land, Recorded: January 30, 1985, under Recording No.: 485531.
17. Easement and the terms and conditions thereof: Grantee: Snoqualmie Pass Sewer District of King and Kittitas Counties, Washington, a municipal corporation, Purpose: The right of construct, operate, maintain, repair, replace and enlarge a water pipe and all necessary connections and appurtenances thereto located within the right-of-way, together with the right of ingress thereto and egress therefrom in order to enjoy the easement, Area affected: Portion of said land, Recorded: August 29, 1986, under Recording No.: 498432.
18. Easement and the terms and conditions thereof: Grantee: Port Quendall Development Co., Inc, a Washington corporation, Purpose: Use of Parking Lot for vehicular parking purposes, Area affected: Portion of said land, Recorded: March 7, 1988, under Recording No.: 511066.
19. Easement and the terms and conditions thereof: Grantee: Ski Acres, Inc., a Washington corporation, Purpose: Ingress, egress, access and water lines, Area affected: Portion of said land, Recorded: May 29, 1992, under Recording No.: 549305.
20. Easement and the terms and conditions thereof: Grantee: Ski Lifts, Inc., Purpose: Access and/or water lines, Area affected: Portion of said land, Recorded: July 27, 1992, under Recording No.: 551003.

Termination of Easement recorded under Recording No. 201805240032.

21. Easement and the terms and conditions thereof: Grantee: Snoqualmie Pass Utility District, King and Kittitas Counties, Washington, a municipal corporation, Purpose: District water pipe and fire hydrants, Area affected: Portion of said land, Recorded: October 23, 1998, under Recording No.: 199810230002.
22. Reservations contained in Deed, Recorded: September 6, 2005, Recording No.: 200509060089.

23. Easement and the terms and conditions thereof, Purpose: A sixteen and one half (16 1/2) foot wide easement; Area affected: Portion of said land; Recorded 05/16/2008; Recording No.: 200805160046.
24. Easement and the terms and conditions thereof: Grantee: Puget Sound Energy, Inc. a Washington corporation, Purpose: To construct, operate, maintain, repair, replace, improve, remove and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity, Area affected: Portion of said land, Recorded: November 2, 2010, under Recording No.: 201011020024.
25. Easement and the terms and conditions thereof: Grantee: Sundance Homeowners Association, Purpose: Installing, operating and maintaining a propane tank, Area affected: Portion of said land, Recorded: November 10, 2015, under Recording No.: 201511100006.

(Said easement contains a reversion paragraph)

26. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the Boundary Line Adjustment recorded under Recording No. 201806060015.

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 shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

27. Survey and the terms and conditions thereof, Recorded: November 2, 2012, under Recording No. 201211020016.
28. Survey and the terms and conditions thereof, Recorded: December 11, 2017, under Recording No. 201712110032.
29. Survey and the terms and conditions thereof, Recorded: May 24, 2018, under Recording No. 201805240034.
30. **Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
31. We are informed that East Peak Development, LLC, a Washington limited liability company is a Limited Liability Company (LLC). A copy of the duplicate original of the filed LLC Certificate of Formation, the LLC Agreement, and all subsequent modifications or amendments must be submitted to the company for review.
32. Any conveyance or mortgage by East Peak Development, LLC, a Washington limited liability company, a Limited Liability Company (LLC), must be executed by all the members, or evidence submitted that certain designated members or managers have been authorized to act for the limited liability company.