



COMMITMENT FOR TITLE INSURANCE
 Issued By
Westcor Title Insurance Company

Kittitas County CDS

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: NexTitle Puget Sound, LLC dba NexTitle Washington
 Issuing Office: NexTitle Puget Sound
 Issuing Office's ALTA® Registry ID: WA1022
 Loan ID Number:
 Commitment Number: NTWA-0564425
 Issuing Office File Number: NTWA-0564425
 Property Address: 1690 Mountain Creek Drive, Cle Elum, WA 98922
 Revision Number:

SCHEDULE A

1. Commitment Date: August 14, 2025 12:00AM

2. Policy to be issued:

Owner's Policy:	ALTA Owner's Policy (07-01-21)	Policy Amount
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Premium:	\$ 0.00
Tax:	\$ 0.00
Total:	\$0.00

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below.

Loan Policy:	ALTA Extended Loan Policy (07-01-2021)	Policy Amount
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Premium:	\$ 0.00
Tax:	\$ 0.00
Total:	\$0.00

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a).

3. The estate or interest in the Land at the Commitment Date is:
 CO-OP

4. The Title is, at the Commitment Date, vested in: *David A. Sedgwick and Genevieve B. Sedgwick, who also acquired title as Genevieve B. Miller, husband and wife* and, as disclosed in the Public Records, has been since *September 28, 2015*.

5. The Land is described as follows:

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COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Title Insurance Company

SCHEDULE A (Continued)

See attached Exhibit A

Issued By:

NexTitle Puget Sound, LLC dba NexTitle

Washington

206 W. 1st Avenue, Suite B

Ellensburg, WA 98926



Mary O'Donnell

President
Patricia H. Power

Secretary

COUNTERSIGNED: David Fennell

Authorized Officer or Agent

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under the commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Easements, liens, encumbrances, or claims thereof which are not shown by the public records.
3. Any encroachment, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore, or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records; proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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 for value the estate or interest or mortgage thereon covered by the Commitment.

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SCHEDULE B, PART II – Exceptions (Continued)

9. Real Estate Excise Tax pursuant to the authority of RCW Chapter 82.45 and subsequent amendments thereto.

As of the date herein, the local tax rate for said property is 0.50% together with the graduated state tax rate calculated as follows:

Up to \$525,000	1.1%
\$525,000.01 - \$1,525,000	1.28%
\$1,525,000.01 to \$3,025,000	2.75%
Above \$3,025,000.01	3.0%

10. 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.: [15813](#), Year: 2025, Billed: \$6,583.57, Paid: \$3,291.79, Balance: \$3,291.78. The current levy code is 44/1900. The current use code is 11.

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

Land: \$275,000.00
Improvements: \$851,450.00
Total: \$1,126,450.00

11. Reservations and exceptions and the terms and conditions thereof imposed by instrument Recorded: June 25, 1917, under Recording No. [46277](#).

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. Reservations and exceptions and the terms and conditions thereof imposed by instrument Recorded: May 20, 1946, under Recording No. [189054](#).

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Reservations contained in Deed, Recorded: September 14, 1977, Recording No.: [416393](#).

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

14. Easement and the terms and conditions thereof, Purpose: Irrigation ditches; as disclosed by documents Recorded September 25, 1967 under Recording Nos.: [341869](#) and [341870](#).

15. Easement and the terms and conditions thereof: Grantee: The Public, Purpose: Water lines and facilities and appurtenances thereto, Area affected: Portion of said premises, Recorded: September 17, 2002, under Recording No.: [200209170041](#).

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SCHEDULE B, PART II - Exceptions (Continued)

16. Easement and the terms and conditions thereof, Purpose: Non-exclusive, perpetual easement for the purposes of maintaining, replacing and examining all materials relating to the existing well; Area affected: Portion of said land; Recorded February 26, 2001; Recording No.: [200102260018](#).
17. Two Party Shared Well Water Users Agreement and the terms and conditions thereof imposed by instrument Recorded: December 23, 2024, under Recording No. [202412230027](#).
18. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the Survey recorded under Recording No. [200101230001](#).

Easement "Q" appears to have been dedicated to the public by short plats recorded under Recording Nos.: [200407190004](#), [200407190005](#), and [200407190006](#).

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.

19. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the Short Plat recorded under Recording No. [200202010035](#). 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 Easement, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.
20. Covenants, Conditions and Restrictions imposed by instrument Recorded: September 30, 2005, under Recording No.: [200509300063](#), including, but not limited to, liability for assessments levied by the community association.

Revised Declaration of Covenants, Conditions, Restrictions and Easements and Declaration of Termination of Portions of Previous Declarations recorded under Auditor's File No. [201901140027](#)

Said document states it shall "replace and supercedes" the declaration and amendments recorded under Recording Nos.: [200102260017](#), [200102260020](#), [200203190042](#), and [200406280001](#),

Document recorded under Recording No. [200102260019](#) amends or modifies the Declaration recorded under Recording No. [200102260017](#), [202007010029](#).

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.

21. Provisions contained in the Articles of Incorporation and Bylaws of Lauderdale Ridge Homeowners Association.
22. Any unpaid assessments or charges, and liability for further assessments or charges by Lauderdale Ridge Homeowners Association.

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SCHEDULE B, PART II - Exceptions (Continued)

23. Deed of Trust and the terms and conditions thereof. Grantor: David A Sedgwick and Genevieve B Sedgwick, husband and wife, Trustee: First American Title Company, Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Provident Funding Associates, L.P., Original Amount: \$205,000.00, Dated: July 19, 2020, Recorded: July 23, 2020 under Recording No.: [202007230004](#).
24. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (homestead statute) if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse or domestic partner, individually, or by an attorney-in-fact. In the event the company receives instruments that are not joined by the non-owning spouse or domestic partner with possible homestead rights, the company may be unable to record or to insure the transaction.

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