



Enclosed: Prelim Commitment

Property: 970 Aspen Springs Road, Cle Elum, WA 98922 **Date:** June 7, 2024
County: Kittitas **Order No.:** NXWA-0551474

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

Your Title Team:

Staff	Title	Email	Phone No
Karen Kies	Sr. Title Officer	WATitle@nextitle.com	(509) 925-5665
Trinity Kies	Title Assistant	WATitle@nextitle.com	(509) 925-5665
Title Orders	New Title Orders	WAOrders@nextitle.com	
Recording Team	Recording Releases	WA_Recording@nextitle.com	

For any questions on your report, please contact your above team or call the main office at (509) 925-5665 during business hours Monday through Friday from 8:00 AM to 5:00 PM PST.

APN 497134

RECEIVED
AUG 26 2024

Kittitas County CDS

NexTitle Washington, 13555 SE 36th St, Suite 270, Bellevue, WA 98006
Main Phone: (425)457-7855 Main Fax: (425)732-2022 Website: NexTitle.com

Hawaii | Idaho | Oregon | Washington



**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Northwest Title, LLC, dba NexTitle

206 W. 1st Avenue, Suite B
Ellensburg, WA 98926

A handwritten signature in black ink, appearing to read 'DF', written over a horizontal line.

COUNTERSIGNED: David Fennell
Authorized Officer or Agent



Two handwritten signatures in black ink. The first signature, 'Mary O'Donnell', is written above a horizontal line. Below the line, the word 'President' is printed. The second signature, 'Patricia H. Power', is written below the first signature, also above a horizontal line. Below the line, the word 'Secretary' is printed.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

RECEIVED
AUG 26 2024

Kittitas County SPS

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



COMMITMENT FOR TITLE INSURANCE

Issued By
Westcor Title Insurance Company

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

Issuing Agent: Northwest Title, LLC, dba NexTitle

Issuing Office: NexTitle Washington

Issuing Office's ALTA® Registry ID: WA1000

Loan ID Number:

Commitment Number: NXWA-0551474

Issuing Office File Number: NXWA-0551474

Property Address: 970 Aspen Springs Road, Cle Elum, WA 98922

Revision Number:

SCHEDULE A

1. Commitment Date: May 30, 2024 8:00AM

2. Policy to be issued:

Owner's Policy: ALTA Owner's Policy (07-01-21)

Policy Amount

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

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:
FEE SIMPLE

4. The Title is, at the Commitment Date, vested in: *Diana Moore who acquired title as Diana A. Moore, as her separate estate* and, as disclosed in the Public Records, has been since *February 19, 2014*.

5. The Land is described as follows:
See attached Exhibit A

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



COMMITMENT FOR TITLE INSURANCE

Issued By
Westcor Title Insurance Company

SCHEDULE A (Continued)

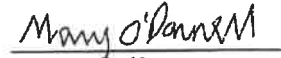
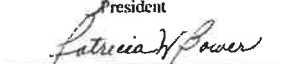
Issued By:

Northwest Title, LLC, dba NexTitle

206 W. 1st Avenue, Suite B

Ellensburg, WA 98926




President

Secretary

COUNTERSIGNED: David Fennell

Authorized Officer or Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



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.: [497134](#), Year: 2024, Billed: \$1,201.49, Paid: \$600.75, Balance: \$600.74. The current levy code is 44/1900. The current use code is 19.

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

Land: \$104,850.00
Improvements: \$104,140.00
Total: \$208,990.00

11. Reservations and exceptions and the terms and conditions thereof imposed by instrument Recorded: August 6, 1919, under Recording No. [52798](#).
12. Easement and the terms and conditions thereof, Purpose: Pipeline; Area affected: a portion of said premises; Recorded September 9, 1913 under Recording No.: [35736](#).
13. Easement and the terms and conditions thereof: Grantee: The Pacific Telephone and Telegraph Company, Purpose: Telephone, telegraph, and communications, Area affected: Portion of said premises, Recorded: May 19, 1959, under Recording No.: [276125](#).
14. Easement and the terms and conditions thereof, Purpose: Access, water, and power; Area affected: a portion of said premises; Recorded December 31, 1968 under Recording No.: [351837](#).
15. Easement and the terms and conditions thereof, Purpose: Ingress and egress; Area affected: a portion of said premises; Recorded May 12, 1971 under Recording No.: [367573](#).
16. Hold Harmless Agreement and the terms and conditions thereof imposed by instrument Recorded: December 18, 1979, under Recording No. [438407](#).
17. Boundary Line Agreement and the terms and conditions thereof, Between: Diana Moore, a single woman and Jeffrey Myers and Monica Myers, husband and wife, imposed by instrument Recorded: January 16, 2019, under Recording No. [201901160029](#).
18. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded Plat of [Sky Meadows](#). 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.

RECEIVED
AUG 26 2024

Kittitas County CDS

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



SCHEDULE B, PART II - Exceptions (Continued)

19. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded Plat of [Sky Meadows II](#). 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: December 16, 1970, under Recording No.: [365080](#), including, but not limited to, liability for assessments levied by the community association.

And Amendments/Modifications thereto recorded under Recording Nos.: [394043](#), [449877](#), [450072](#), and [484957](#).

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. Covenants, Conditions and Restrictions imposed by instrument Recorded: May 14, 1992, under Recording No.: [548861](#), including, but not limited to, liability for assessments levied by the community association.

And Amendments/Modifications thereto recorded under Recording No. [200706200001](#), [201705250045](#) and [201706270031](#).

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.

22. Matters disclosed by survey, recorded October 20, 2004, under Recording No. : [200410200018](#).

23. Survey and the terms and conditions thereof, Recorded: December 12, 2018, under Recording No. [201812120026](#).

24. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Unknown Creek.

25. Rights of State of Washington to that portion of the land, if any, lying in the bed of Unknown Creek, if that waterway is navigable.

26. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Unknown Creek.

27. Any Restriction on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



SCHEDULE B, PART II - Exceptions (Continued)

28. Rights and Easement of the public for commerce, navigation, recreation and fisheries.
29. Any Restriction on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.
30. Provisions contained in the Articles of Incorporation and Bylaws of Sky Meadows Ranch Country Club.
31. Any unpaid assessments or charges, and liability for further assessments or charges by Sky Meadows Ranch Country Club.
32. Deed of Trust and the terms and conditions thereof. Grantor: Tyrone K. Moore and Diana A. Moore, husband and wife, Trustee: Stewart Title of Kittitas County, Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Homecomings Financial Network, Inc., Original Amount: \$105,000.00, Dated: April 11, 2005, Recorded: April 22, 2005 under Recording No.: [200504220041](#).

Said Deed of Trust was modified by instrument Recorded: October 30, 2014 under Recording No.: [201410300011](#).

Successive Assignments of the Deed of Trust: Last Assignee: Select Portfolio Servicing, Inc, Recorded: November 30, 2018, under Recording No. [201811300024](#).
33. 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



SCHEDULE B, PART II – Exceptions (Continued)

Informational Notes

1. Title will be vested in parties yet to be disclosed.
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 Diana Moore by deed recorded on February 19, 2014 under Recording No. [201402190021](#).
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 owners and lenders policies committed for has been inserted in Schedule A hereof. The forthcoming owners 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, ALTA 8.1, ALTA 22 and ALTA 5 endorsements, if applicable. 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: Vacation and Cabin
Known as: 970 Aspen Springs Road, Cle Elum, WA 98922

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

PTN OF LTS 3 AND 4, BLK C, SKY MEADOWS, 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.
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 up to \$250.00, plus sales tax will be charged if applicable.
10. When sending documents for recording, please send to the following address:

206 W. 1st Avenue, Suite B, Ellensburg, WA 98926 Attn: Recording

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



SCHEDULE B, PART II - Exceptions (Continued)

11. In order to expedite recording for our clients, we E-Record whenever possible. There is an additional charge of \$5.00 per document when E-Recording. When E-Recording documents require excise clearance, checks must be made payable to NexTitle.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474



EXHIBIT A

The Land is described as follows:

LOT 3, BLOCK C, SKY MEADOWS, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 5 OF PLATS, PAGES 29 AND 30, RECORDS OF SAID COUNTY, EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE NORTH 2°12'36" WEST, 124.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 43°34'19" WEST, 48.83 FEET;
THENCE NORTH 30°22'00" WEST, 24.50 FEET;
THENCE NORTH 19°55'47" EAST, 17.18 FEET;
THENCE NORTH 35°08'35" EAST, 61.57 FEET;
THENCE SOUTH 2°12'36" EAST, 123.10 FEET TO THE TRUE POINT OF BEGINNING,

TOGETHER WITH THAT PORTION OF LOT 4 OF SAID PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 2°12'36" WEST, 124.95 FEET;
THENCE SOUTH 43°34'19" EAST, 40.60 FEET;
THENCE SOUTH 2°12'36" EAST, 96.72 FEET;
THENCE NORTH 87°25'56" WEST, 26.92 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

APN/Parcel(s): 497134

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: NXWA-0551474





Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is 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 WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

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 our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal 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

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC 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 WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, 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 WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, please email us at compliance@nextitle.com or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, please email us at nextitle.com or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Northwest Title, LLC, dba NexTitle will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description , including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address ; policy number; file number; employment history; bank account number; credit card number ; debit card number; financial account numbers; commercial information ; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities ; non-affiliated third parties; social media networks; affiliated third parties

Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications , or Products; protecting against malicious, deceptive , fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks ; internet service providers; data analytics providers; service providers ; government entities ; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description , including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number ; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information ; internet or other electronic network activity; geolocation data; audio and visual information ; professional or employment information ; and inferences drawn from the above categories to create a profile about a consumer.

Northwest Title, LLC, dba NexTitle does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will inform you in writing why we made that decision and provide you with a cost estimate before completing your request.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response may be delivered by mail or electronically.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable .

CUSTODIAN OF RECORDS

Northwest Title, LLC, dba NexTitle



PRIVACY POLICY NOTICE

Northwest Title, LLC, dba NexTitle

File No.: NXWA-0551474

Northwest Title, LLC, dba NexTitle 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 to protect your nonpublic information and inform you about the measures Northwest Title, LLC, dba NexTitle takes to safeguard that information.

Who is Covered

Each customer who purchases a title insurance policy or obtains settlement services through Northwest Title, LLC, dba NexTitle.

Information Collected

In the normal course of business and to provide the necessary services our customers request, we may obtain nonpublic financial data 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 without limitation to those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Northwest Title, LLC, dba NexTitle does not share personal information that it collects with anyone other than those individuals necessary to complete the services as requested by the consumer. Northwest Title, LLC, dba NexTitle may share nonpublic information as permitted by law with entities with whom Northwest Title, LLC, dba NexTitle has a joint marketing agreement. Northwest Title, LLC, dba NexTitle only enters into joint marketing agreements with entities that have agreed to only use the shared information for lawful purposes and precautions and security measures at least as protective as those that Northwest Title, LLC, dba NexTitle uses to protect this information. Northwest Title, LLC, dba NexTitle may share information as required by law in response to subpoenas or other legal process, to a government regulatory agency, or to prevent fraud.

Information Security

Northwest Title, LLC, dba NexTitle strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against unauthorized access. We maintain physical, electronic, and procedural safeguards in compliance with federal and state standards to protect personal information.

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Northwest Title, LLC, dba NexTitle are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Northwest Title, LLC, dba NexTitle's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

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.

