

JohnsMonroe
MitsunagaKoloušková
P L L C

Darrell S. Mitsunaga
Duana T. Koloušková
Vicki E. Orrico
Patricia M. Army
Dean Williams
Peter Durland

Via Messenger Delivery

City of Snoqualmie
City Council
38624 SE River Street
Snoqualmie, WA 98065

February 13, 2025

Re: Supplemental Materials: **Petition for Vacation of Right of Way, Tax Parcel Number
7849200064**

Dear City Clerk:

Please see attached materials requested by your letter.

Sincerely,



Dean Williams
Direct Tel: (425) 467-9967
Email: williams@jmmklaw.com

Reviewed and Approved by:

/s/Stephen DeShazo

Stephen DeShazo
In-House Counsel
steve.deshazo@isolahomes.com
7525 SE 24th St., Ste. 487
Mercer Island, WA 98040



SOS

Office of the Secretary of State
Corporations & Charities Division

Limited Liability Company

See attached detailed instructions

☐ Filing Fee \$30.00

☒ Filing Fee with Expedited Service \$80.00

02/16/16 3108739-

001

\$80.00 K

FILED: 3180938

SECRETARY OF STATE

February 16, 2016

STATE OF WASHINGTON

UBI Number: 602873258

CERTIFICATE OF AMENDMENT

Chapter 23.95 RCW

SECTION 1

NAME OF LIMITED LIABILITY COMPANY (LLC): (as currently recorded with the Office of the Secretary of State)

ISOLA FINANCIAL, LLC

SECTION 2

AMENDMENTS TO CERTIFICATE: (if necessary, attach additional information. If changing the name it must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC. If the designation is omitted, it will default to LLC when processed)

Change name to: NWBF, LLC

SECTION 3

EFFECTIVE DATE OF AMENDMENTS TO CERTIFICATE: (please check one of the following)

- ☒ Upon filing by the Secretary of State
- ☐ Specific Date: _____ (Specified effective date must be within 90 days AFTER the Amended Certificate has been filed by the Office of the Secretary of State)

SECTION 4

EXECUTOR INFORMATION (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X

Matthew J. LePage, Member

Feb. 8, 2016

(206) 582-7900

Signature

Printed Name/Title

Date

Phone

EXHIBIT A

The land referred to is situated in the County of King, City of Snoqualmie, State of Washington, and is described as follows:

Lot 1, Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof recorded, in Volume 6 of Plats, page 51, records of King County, Washington.

TOGETHER WITH that portion of vacated Park Street lying between Lot 1 in Block 3 and Lot 1 in Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof, recorded in Volume 6 of Plats, on page 51, records of King County, as vacated by Ordinance No. 194 and recorded under Recording No. [4279610](#);

EXCEPT the West half of the North half thereof.

ALSO EXCEPT that portion of Lot 4, Block 1 for Park Street as located.

SITUATE in the County of King, State of Washington.

ABBREVIATED LEGAL

Portion of Lot 1, Block 4 of [SNOQUALMIE FALLS](#)

Tax Account No. 784920-0064-09



OLD REPUBLIC TITLE, Ltd.

601 Union Street, Suite 1501
Seattle, WA 98101
(206) 441-1955 Fax: (206) 374-2416

2nd Report

Attached Commitment Issued for the sole use of:

ISOLA HOMES
7525 SE 24th Street Suite 487
Mercer Island, WA 98040

Our Order Number 5226020003-PA

Customer Reference ISOLA HOMES

When Replying Please Contact:

Commercial Title Officers
commercial.washington@ortc.com
(206) 441-1955
(206) 441-1955

Property Address:

39194 Southeast Park Street, Snoqualmie, WA 98065

See Attached Commitment to Insure



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.


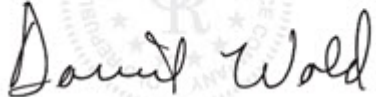
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Old Republic Title, Ltd.
19020 33rd Avenue W., Suite 360
Lynnwood, WA 98036

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111
www.oldrepublictitle.com

Authorized Officer or Agent

By  President
Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature 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 is not 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.

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- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 and authenticated by a person authorized by the Company.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.
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.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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SCHEDULE A

COMMITMENT

1. Commitment Date: February 5, 2025, at 8:00 AM
2nd Report
2. Policy or Policies to be issued:

ALTA Owner's Policy of Title Insurance - 2021
Amount: Amount to come.
Rate: General Schedule
Note: Standard Coverage
Proposed Insured: Purchaser for value from the vested owner herein
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:

ISOLA FINANCIAL, LLC, a Washington limited liability company, NOW KNOWN AS NWBF, LLC, a Washington limited liability company
5. The Land is described as follows:

See Legal Description Exhibit.

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SCHEDULE B – PART I

COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

- A.** 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.
 - B.** Pay the agreed amount for the estate or interest to be insured.
 - C.** Pay the premiums, fees, and charges for the Policy to the Company.
 - D.** 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.
- 1. Release(s) or Reconveyance(s) of appropriate items.
 - 2. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the completed Power of Attorney form should be submitted for review prior to closing.
 - 3. The following requirements must be satisfied with respect to ISOLA Financial, LLC, a Washington Limited Liability Company:
 - 1. A Copy of the Limited Liability Agreement and any amendments thereto must be submitted for our review.
 - 2. Proof that the Certificate of Formation has been filed with the Washington State Secretary of State's Office in accordance with statute and that the LLC is in good standing.
 - 3. All members must sign any conveyance or mortgage document unless the Agreement gives specific authority to one or more members to sign.
 - 4. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

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5. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

6. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.
7. Title is to vest in persons not yet revealed, and when so vested will be subject to matters disclosed by a search of the records against their names.

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SCHEDULE B – PART II

COMMITMENT

EXCEPTIONS FROM COVERAGE

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:

- A. 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.
- 1. (a) Taxes or assessments that 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) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (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 excepted under (a), (b), or (c) are shown by the Public Records.

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6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Any private easements/rights in favor of the owners of other lots within the subdivision, which the herein described property is a part of, lying within the former lines of Vacated Park Street.

Ordinance No. 194 recorded [in Official Records under Recording Number 4279610](#).

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Town of Snoqualmie
For : A drainage tile
Recorded : [September 1, 1961 in Official Records under Recording Number 5325050](#)
Affects : Easterly portion of premises

10. Terms and provisions as contained in an instrument,

Entitled : Waiver and Covenant Not to Sue
Executed By : Cary LeSarge and Jeanne LeSarge
Dated : March 13, 1985
Recorded : [March 14, 1985 in Official Records under Recording Number 8503140423](#)

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11. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on the plat of a survey made by Gary L. Van Ness, on December 22, 1997, designated Job No. HENS737, as follows:

A) Encroachment of 1 story frame building unto Schusman Avenue right of way and Park Street right of way

B) Dirt and Gravel Road as located

And recorded December 31, 1997 in Official Records under Recording Number 9712319001.

12. Lien of Real Estate Excise Sale Tax upon any sale of said premises, as established by the Washington State Department of Revenue.

Confirm the current rate by contacting the following prior to closing:

Name of Agency : King County Records and Election Division, Excise Tax
Department
Telephone Number : (206) 477-6620

13. 2025 Taxes, a lien, not yet due and payable.

Tax Account No. 784920-0064-09

14. DELINQUENT GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENCY; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

For year : 2024
Amount Billed : \$5,481.47
Amount Paid : \$2,740.74
Tax Account No. : 784920-0064-09
Levy Code : 2277

Assessed Valuation

Land : \$152,000.00
Improvement : \$392,000.00

15. Any unrecorded and subsisting leases.

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----- Informational Notes -----

A. **NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this ALTA Commitment report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

B. This company finds no open Deeds of Trust or other Mortgages of public record. Please advise your Title Agent or Escrow Personnel if this information is incorrect.

C. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

NONE

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument	
Entitled	: Trustee's Deed
By/From	: Gary O. Olson
To	: Isola Financial, LLC, a Washington limited liability company
Dated	: June 19, 2012
Recorded	: June 19, 2012 in Official Records under Recording Number 20120619001095

D. Short Term Rate ("STR") does not apply.

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- E. NOTE: This report covers land which was identified by street address and/or tax parcel number(s) – assessor’s parcel number(s) when the order was opened.
- F. If you would like the Company to act as Trustee in a proposed Deed of Trust, please note that Old Republic Title, Ltd. may act as Trustee of a Deed of Trust under RCW 61.24.010(1).
- G. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 38-18-010 and RCW 65-04-015. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Documents for King, Snohomish and Pierce Counties should be delivered to our Lynnwood office at 19020 33rd Ave W #360, Lynnwood WA 98036.

LAST RELEASE TIMES:

<u>E-RECORDING:</u>	<u>REGULAR RECORDING:</u>
King County: Non-Excise Only, 3:25 p.m.	2:25 p.m.
Pierce County: Both Excise and Non-Excise 3:25 p.m.	n/a
Snohomish County: Both Excise and Non-Excise	
3:25 p.m. Monday through Thursday	2:25 p.m.
2:55 p.m. Friday	1:55 p.m.

Transactions that include the payment of excise tax must include the excise tax check payable to Old Republic Title, Ltd.

Please allow sufficient time for your documents to be reviewed and processed. Our last run to King County leaves at 1:40 p.m. Monday through Friday.

- H. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service Area on or after February 1, 1990.

For further information please contact the King County Wastewater Treatment Division at: (206)-296-1450.

cm/MO

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- I. NOTE: The ALTA 22 (CLTA 116) may describe the improvements as a Single Family Residence known as 39194 Southeast Park Street, Snoqualmie, WA 98065.

KSS/MO

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LEGAL DESCRIPTION EXHIBIT

The land referred to is situated in the County of King, City of Snoqualmie, State of Washington, and is described as follows:

Lot 1, Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof recorded, in Volume 6 of Plats, page 51, records of King County, Washington.

TOGETHER WITH that portion of vacated Park Street lying between Lot 1 in Block 3 and Lot 1 in Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof, recorded in Volume 6 of Plats, on page 51, records of King County, as vacated by Ordinance No. 194 and recorded under Recording No. [4279610](#);

EXCEPT the West half of the North half thereof.

ALSO EXCEPT that portion of Lot 4, Block 1 for Park Street as located.

SITUATE in the County of King, State of Washington.

ABBREVIATED LEGAL

Portion of Lot 1, Block 4 of [SNOQUALMIE FALLS](#)

Tax Account No. 784920-0064-09

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY OF TITLE INSURANCE – 2021**

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.


EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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 are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that 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) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (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 excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

 OLD REPUBLIC TITLE	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

