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APR 30 2024  
Kittitas County CDS

# CHICAGO TITLE INSURANCE COMPANY

**Policy No. 72156-48474156**

## GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: April 22, 2024

Issued by:

AmeriTitle, LLC  
503 N Pearl St., Ste 101  
Ellensburg, WA 98926  
(509) 925-1477

**Hannah Hall**

Authorized Signer

CHICAGO TITLE INSURANCE COMPANY



By:

*[Signature]*

President

ATTEST

*[Signature]*

Secretary

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

Subdivision Guarantee Policy Number: 72156-48474156

# SUBDIVISION GUARANTEE

Order No.: 631545AM  
Guarantee No.: 72156-48474156  
Dated: April 22, 2024

Liability: \$1,000.00  
Fee: \$650.00  
Tax: \$54.60

Your Reference:

Assured: Encompass Engineering & Surveying

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

See attached Exhibit 'A'

Title to said real property is vested in:

Mark A. Marcell and Jill Marcell, husband and wife, as to Lot 5, John Schreuder and Jeanne Schreuder, a married couple, as to Lot 6, Kevin Silver and Deanna Silver, a married couple, as to Lots 7 and 8, and Mitchel D. Storey, an unmarried man, as to Lots 1 and 9

**END OF SCHEDULE A**

(SCHEDULE B)

Order No: 631545AM  
Policy No: 72156-48474156

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
6. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.  
Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.  
Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$9,668.57  
Tax ID #: 15490 (Affects Lot 5)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$4,834.29  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$4,834.29  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Subdivision Guarantee Policy Number: 72156-48474156

Tax Type: County  
Total Annual Tax: \$10,180.44  
Tax ID #: 15492 (Affects: Lot 6)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$5,090.22  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$5,090.22  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$7,764.93  
Tax ID #: 15483 (Affects: Lots 7 and 8)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$3,882.47  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$3,882.47  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$6,532.12  
Tax ID #: 15495 (Affects: Lot 9)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$3,266.06  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$3,266.06  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$3,274.57  
Tax ID #: 957734 (Affects: Lot 1)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,637.29  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$1,637.29  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

7. Liens, levies and assessments of the Domerie Bay Homeowner's Association.

8. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from PCTC, Inc., a Delaware corporation (formerly known as Plum Creek Timber Company, Inc, and BN Timberlands, Inc.).

Subdivision Guarantee Policy Number: 72156-48474156

Recorded: June 30, 1989

Instrument No.: [521473](#)

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.

9. Agreement and the terms and conditions contained therein  
Between: PCTC, Inc., a Delaware corporation (formerly know as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.)  
And: Plum Creek Timber Company, L.P., Meridian Minerals Company, a Montana Corporation and Meridian Oil Inc., a Delaware corporation  
Recorded: May 31, 1991  
Instrument No.: [539737](#)

10. Reservation of all rights, title and interest to all standing merchantable timber by Green Crow Corporation in Deed, recorded December 29, 1999, under Auditor's File No. [199912290023](#), located on the subject property.

By Timber Deeds recorded December 27, 2002, January 30, 2003, and August 1, 2003, under Auditor's File No. [200212270047](#), [200301300008](#), and [200308010008](#), executed by Green Crow Corporation, a Washington corporation, grantor, said reservations are conveyed to Green Crow Properties, Inc., a Washington corporation, as to Lots 5, 6 and 9.

11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Green Crow Properties, Inc., a Washington corporation, its heirs, successors and assigns

Purpose: Ingress, Egress and Utilities

Recorded: March 2, 2000 and re-recorded April 28, 2000

Instrument No.: [200003020045](#) and rerecorded as instrument No. [200004280008](#)

12. Supplemental Agreement to Settlement in furtherance of that January 2, 1999 unrecorded Settlement Agreement and the terms and conditions contained therein

Between: Green Crow Properties, Inc. a Washington corporation

And: Delaney and Dianna Hamberlin, husband and wife

Purpose: Understanding regarding Domerie Bay Preliminary Plat File No. P-98-01

Recorded: March 9, 2000 and re-recorded April 28, 2000

Instrument No.: [200003090032](#) and re-recorded as instrument No. [200004280010](#)

Amendment to Supplemental Agreement to Settlement recorded March 9, 2000, under Auditor's File No. [200003090033](#) and re-recorded April 28, 2000, under Auditor's File No. [200004280011](#)

13. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: September 29, 2000

Instrument No.: [200009290041](#)

Modification(s) of said covenants, conditions and restrictions

Recorded: December 18, 2000

Instrument No.: [200012180004](#)

Further modifications of said covenants, conditions and restrictions

Recorded: March 4, 2002

Instrument No.: [200203040065](#)

Grant of Easements recorded March 21, 2008 under Auditor's File No. [200803210079](#) of all declarants rights assigned to Domerie Bay Homeowners Association.

14. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled The Domerie Bay Plat  
Recorded: September 13, 2000  
Instrument No.: [200009130033](#)  
Fact(s): Easements, Roads, Setbacks, Covenants, Restrictions, Notes and Dedication
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Energy, Inc.  
Purpose: construct, operate, maintain, repair, replace, improve, remove and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and electricity  
Recorded: July 31, 2001  
Instrument No.: [200107310009](#)
16. The effect, if any, of those certain boundary line adjustment surveys recorded on October 31, 2005 and November 7, 2011 in Book 31 of Surveys, page 226 and in Book 37 of Surveys, page 204, under Auditor's File No. [200510310018](#) and [201111070058](#).  
Affects: Lot 1
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Domerie Bay Homeowner's Association  
Purpose: Grant of Declarant's right to easements referred to in the Declaration  
Recorded: March 21, 2008  
Instrument No.: [200803210079](#)
18. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Weis Short Plat  
Recorded: June 20, 2012  
Book: K Page: 245 and 246  
Instrument No.: [201206200052](#)  
Matters shown:
  - a) Building set back line
  - b) Note 11, which states:  
"A public utility easement 10 feet in width is reserved along all lot lines. The 10 foot easement shall abut the exterior plat boundary and shall be divided 5 feet on each side of interior lot lines. Said easement shall also be used for irrigation."
  - c) All other notes contained thereon.
  - d) Dedication contained thereon
19. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: June 6, 2014  
Instrument No.: [201406060001](#)  
Affects: Lot 7
20. Declaration of Restrictive Covenant for Septic Drainfield and the terms and conditions thereof, by Lisa M. Weis LLC dated May 13, 2013, recorded April 16, 2014 under Auditor's File No. [201404160002](#), as follows: "Declarant hereby declares and covenants that Declarant, its heirs, successors and assigns shall not plant or cause to grow any trees or shrubs over any septic drainfield that may be required on Tax Parcel numbers: 957734 and 957735."
21. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Lake Cle Elum, if it is navigable.  
Subdivision Guarantee Policy Number: 72156-48474156

22. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
23. Any difference in the mean high water line of the Lake Cle Elum and the meander line as shown by government survey.

#### **END OF EXCEPTIONS**

**Notes:**

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Lot 5, 6, 7, 8 and 9, DOMERIE BAY, Volume 8 of Plats, Pgs 197-200; AND Lot 1, of WEIS SHORT PLAT, Bk K, pgs 245-246; being ptn Lot 10, DOMERIE BAY.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

#### **END OF GUARANTEE**

**EXHIBIT 'A'**

File No. 631545AM

Lots 5, 6, 7, 8, and 9, DOMERIE BAY, in the County of Kittitas, State of Washington, as per plat thereof recorded in Volume 8 of Plats, Pages 197, 198, 199 and 200, records of said County.

AND

Lot 1, of WEIS SHORT PLAT, Kittitas County Short Plat No. SP-11-00016, as recorded June 20, 2012, in Book K of Short Plats, pages 245 and 246, under Auditor's File No. 201206200052, records of Kittitas County, State of Washington; being a portion of Lot 10, DOMERIE BAY, as per plat thereof recorded in Book 8 of Plats, pages 197 through 200, in the County of Kittitas, State of Washington.

EXCEPTING those portions, if any, lying within the boundaries of Lake Cle Elum.



# Kittitas County COMPAS Map



Date: 4/15/2024

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1 inch equals 188 feet

0 0.010.02 0.04 mi



# Kittitas County COMPAS Map



Kittitas County GIS

Date: 4/15/2024

1 inch equals 188 feet



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Date: 4/15/2024

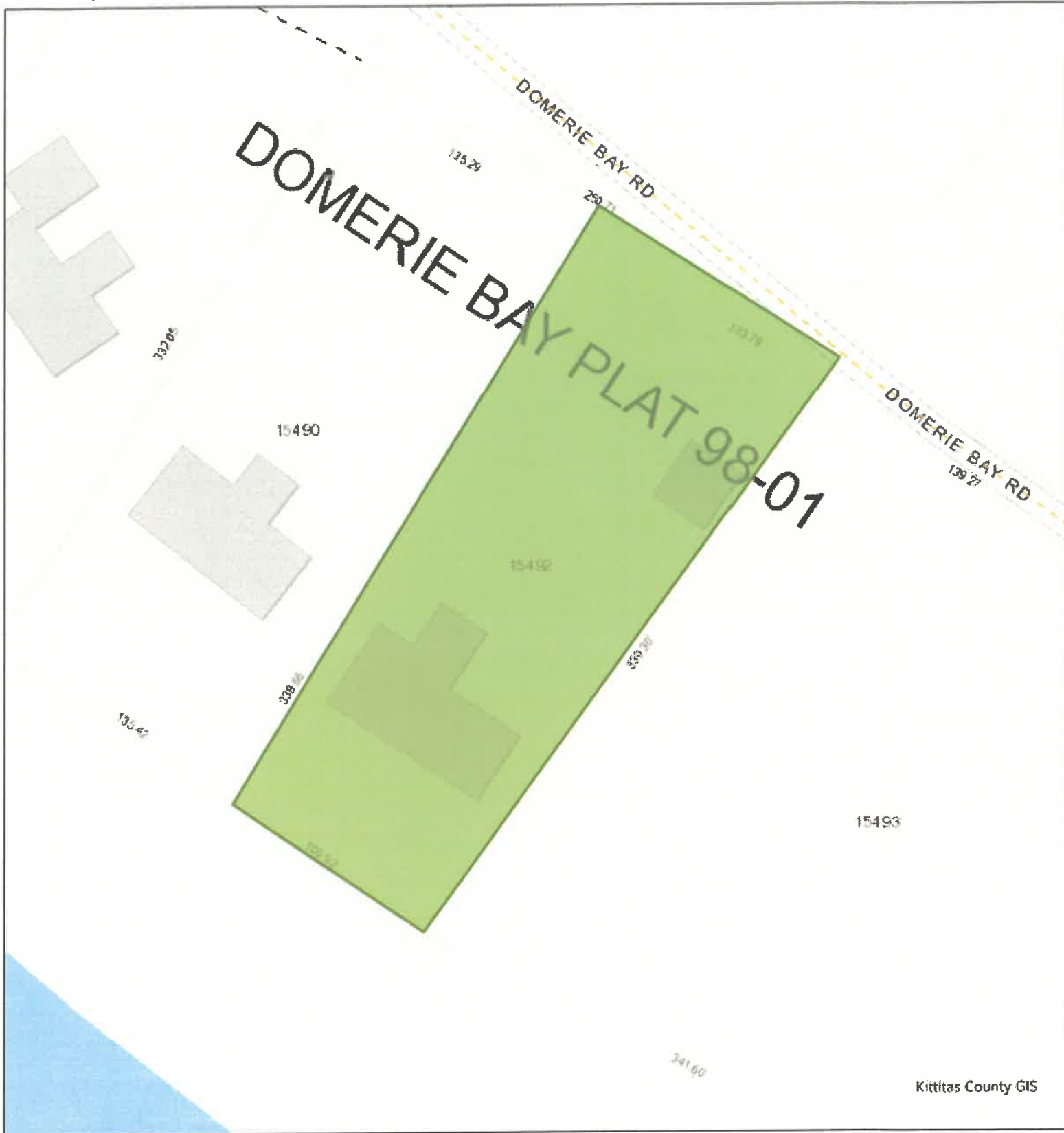
1 inch equals 94 feet

0 0.01 0.01 0.02 mi



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