CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-45213476

GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Nebraska 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: August 16, 2016

Issued by: AmeriTitle, Inc. 101 W Fifth Ellensburg, WA 98926

(509)925-1477Vactor

Authorized Signer

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

CHICAGO TITLE INSURANCE COMPANY

(gmi Main L

Secret

President

Subdivision Guarantee Policy Number: 72156-45213476

SUBDIVISION GUARANTEE

Order No.: 126359AM Guarantee No.: 72156-45213476 Dated: August 16, 2016 Liability: \$1,000.00 Fee: \$350.00 Tax: \$28.00

Your Reference: BLA 160009

Assured: 808s LLC Professional Land 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:

Tract 1:

Lot 6, Block II, TEANAWAY WAGON WHEEL, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 6 of Plats, pages 30 through 43.

Tract 2:

Lots 15 & 16, Block V, TEANAWAY WAGON WHEEL, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 6 of Plats, pages 30 through 43, records of said County.

Tract 3:

Lot 17, Block V, TEANAWAY WAGON WHEEL, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 6 of Plats, pages 30 through 43, records of said County.

Title to said real property is vested in:

As to Tract 1 and 3: Dwight E. Watson, Trustee of the Dwight E. Watson Revocable Living Trust dated April 24, 2000 As to Tract 2: John A. Hamel and Barbara J. Hamel, husband and wife

END OF SCHEDULE A

(SCHEDULE B)

Order No: 126359AM Policy No: 72156-45213476

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. At the request of the insured, we have agreed to eliminate any reference in the policy to issue as to the pendency of Yakima County Superior Court Cause No. 77-2-01484-5 on the agreed-upon understanding that there are no provisions in said policy which afford, or are intended to afford, insurance that there is a present or continuing right to use surface waters of the Yakima River Drainage Basin. The sole purpose of said paragraph appearing in our Guarantee was to advise the insured that such an action is pending of record and that judgment adjudicating such surface waters are being sought in accordance with the statutes of the State.
- 7. Liens, levies and assessments of the Wagon Wheel/Sandy Ridge Property Owners Association, Inc.
- 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: August 2, 1960
 Instrument No.: 283994

Modification(s) of said covenants, conditions and restrictions Recorded: July 28, 2000 Instrument No: 200007280096 Affects: Tract 1

- 9. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Teanaway Wagon Wheel, Recorded: November 29, 1973
 Book: 6 of Plats Pages: 30 through 43 Instrument No.: 386466
 Matters shown:
 a) Dedications as contained thereon
- 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: August 2, 1960
 Instrument No.: 283993

Modification(s) of said covenants, conditions and restrictions Recorded: July 28, 2000 Instrument No: 200007280095 Affects: Tract 2

A Contract of Sale, including the terms and provisions thereof, providing for the sale of said land. Dated: July 7, 2014
Vendor: John A. Hamel and Barbara J. Hamel, husband and wife
Vendee: Dwight Watson, a married man and Joseph Stehle, a married man
Recorded: July 8, 2014
Instrument No. 201407080023
Affects: Tract 2

END OF EXCEPTIONS

Notes:

Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

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: Tract 1: Lot 6, Block 2, TEANAWAY WAGON WHEEL, Book 6 of Plats, pages 30 through 43. Tract 2: Lots 15 & 16, Block 5, TEANAWAY WAGON WHEEL, Book 6 of Plats, pages 30 through 43. Tract 3: Lot 17, Block V, TEANAWAY WAGON WHEEL, Book 6 of Plats, pages 30 through 43.

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for informational 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.

Note No. 2: Taxes, including any assessments collected therewith, for the year shown below are paid: Amount: \$487.39 Year: 2016

Parcel No.: 847335

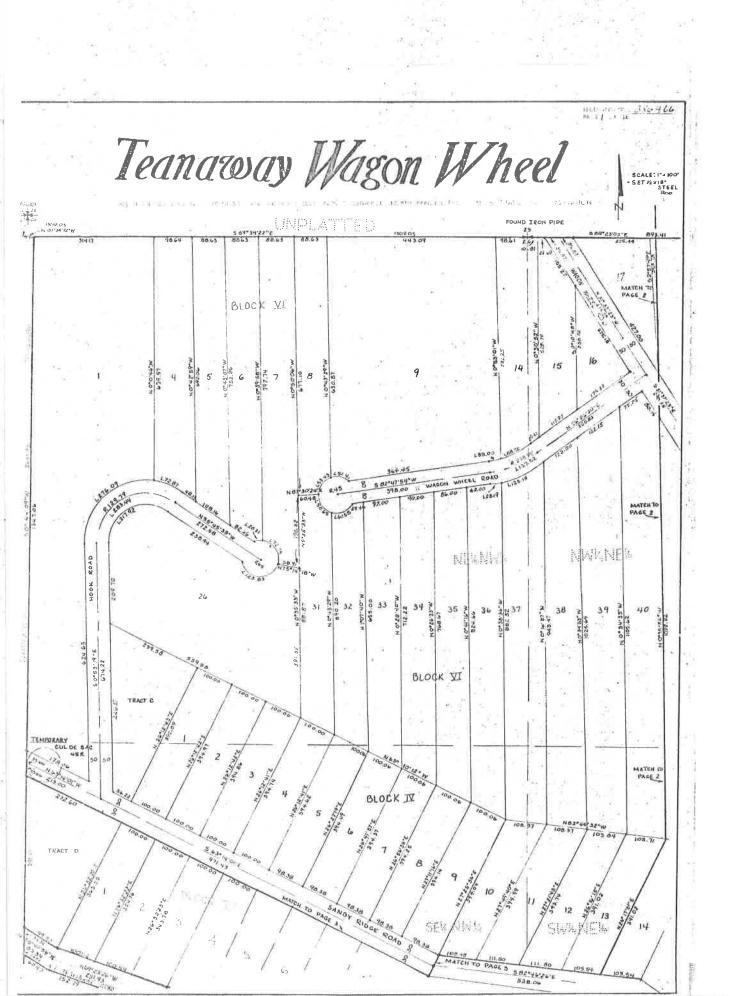
Note No. 3: Taxes, including any assessments collected therewith, for the year shown below are paid: Amount: \$323.68 Year: 2016 Parcel No.: 677435

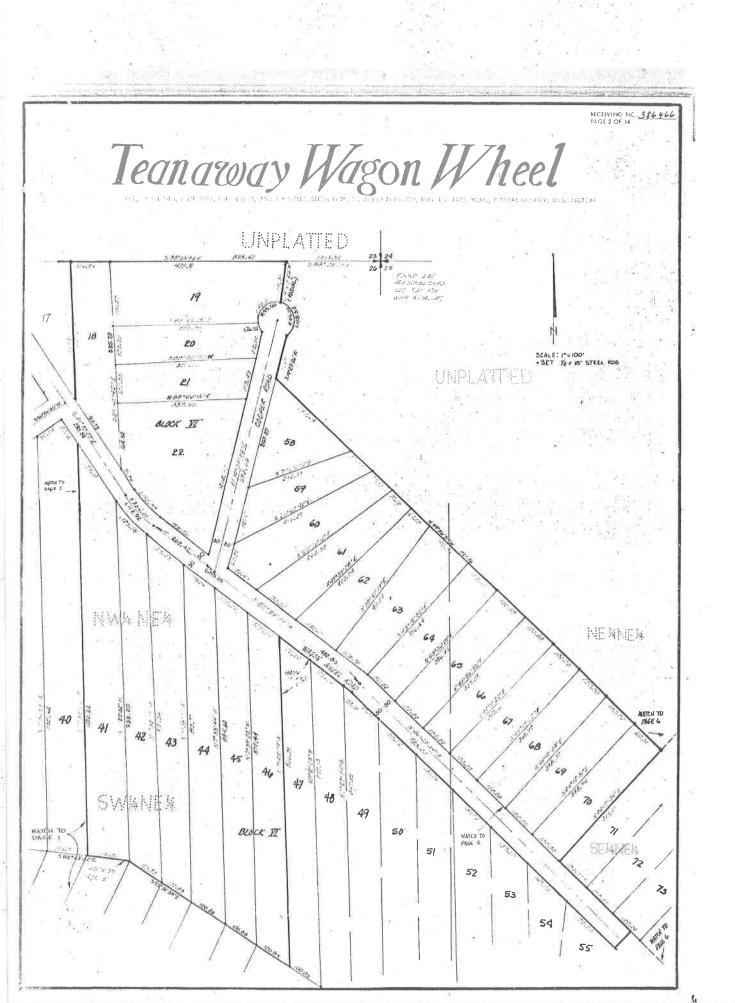
Note No. 4: Taxes, including any assessments collected therewith, for the year shown below are paid: Amount: \$299.39 Year: 2016 Parcel No.: 687435

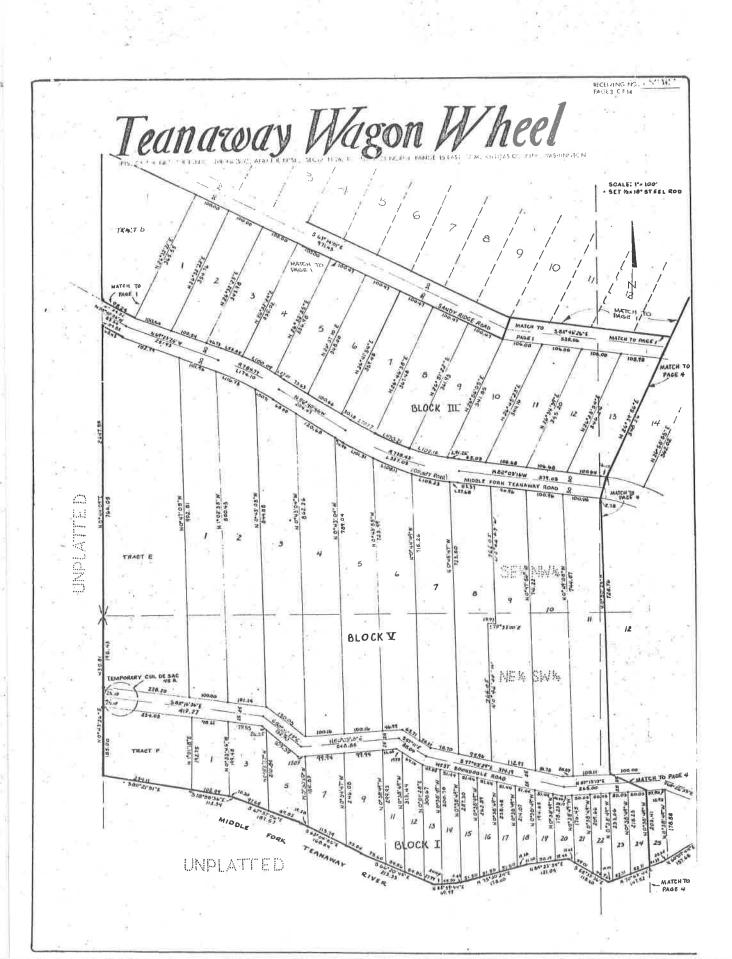
Note No. 5: Taxes, including any assessments collected therewith, for the year shown below are paid: Amount: \$285.98 Year: 2016 Parcel No.: 697435

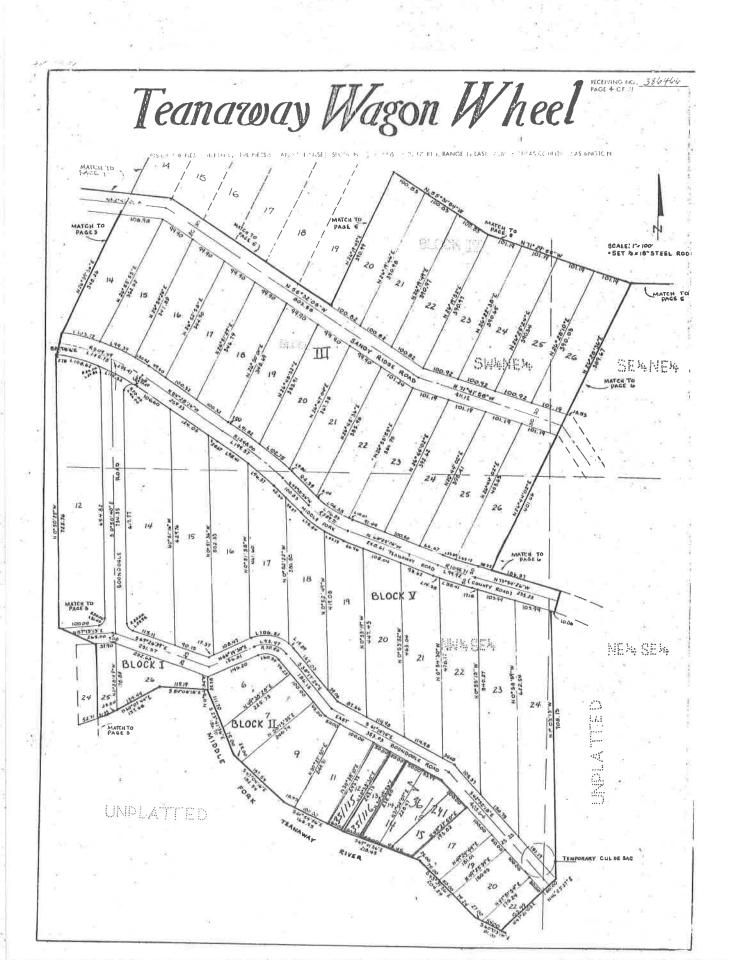
NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such 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).

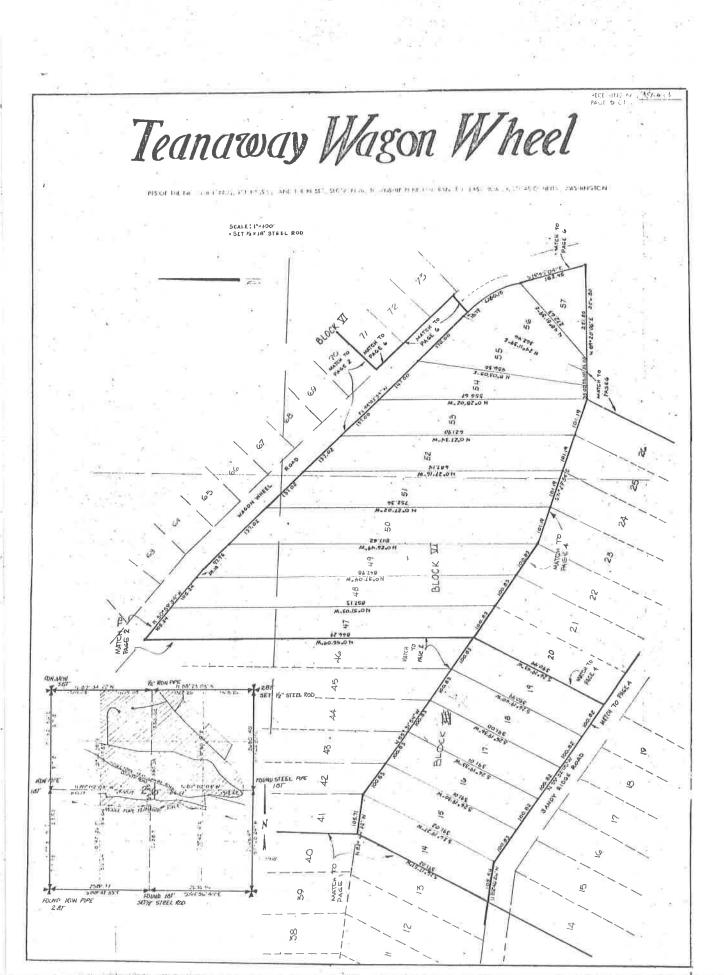
END OF GUARANTEE

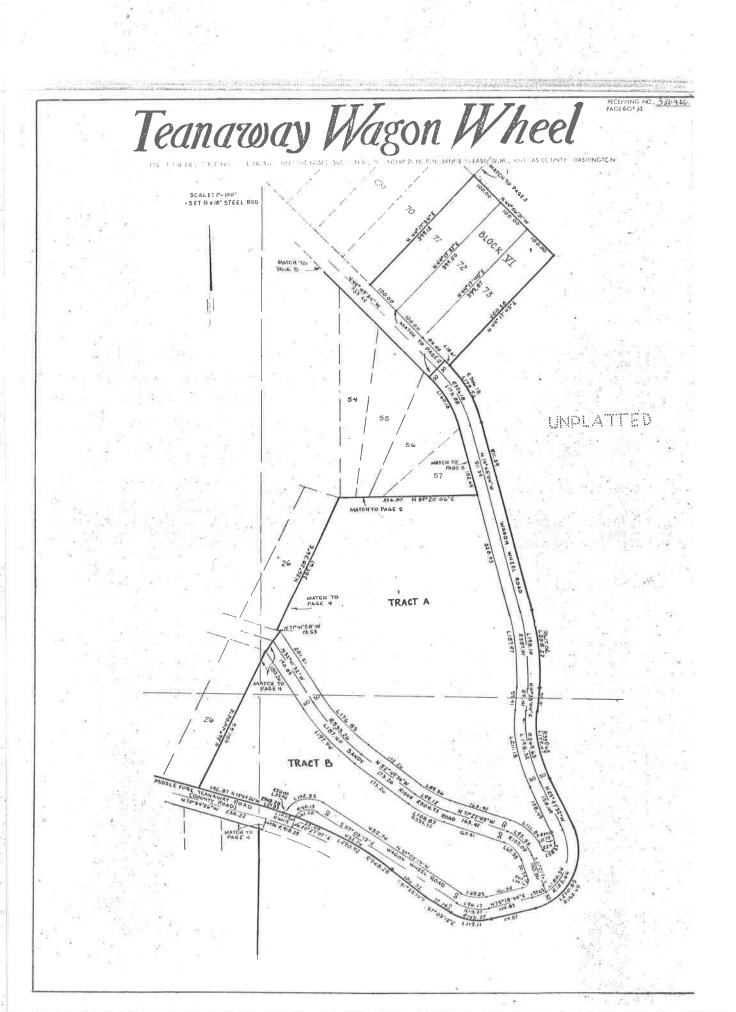












RECEIVING NC . 386466 Poon 2 of

Teanaway Wagon Wheel

LEGAL DESCRIPTION

LEGAL DESCRIPTIC N
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DEDICATION

NEX.W. ALL MEN BY THEST PRESENT: That <u>the undersigned owner</u> in the simple the herein described red primetry, does hereby declare, voldities and plut as herein described, and dedicate to the use of an initial loss are all roads, streets, and plut as herein described, and dedicate to the use of an initial officer and roads, streets, and plut as herein described, and here plut is ponsible yours herean which shall be maintained by a private non-path comparison of the ponsible yours in the road and invo remanvel of all roads, streets, and alley, which its plat and all access roads to this plat and of and invo remanvel of all roads, streets, and alley, which its plat and all access roads to this plat and of and invo remanvel of all roads, streets, and plays here nods, thereas, and the owners of any of the loss of this plat and any definition plats shall petition the County Commissioners in include his road may an one and system, it is understood that the roads shall that here is include his roads in one-priorit incorporation. non-ciplit corporation

ITLY ITNESS WHERE(F., We have hereunto set our hands and seal this $j = \frac{1}{2} dire of - \int_{0}^{\infty} dire for each A, D, Tertholds and seal this for the formula of the fo$ tack Cipi

ACKNOWLEDGEMENT

STATE OF WASHINGTON

1 this 22 die al Dotober

CONTY OF FITTERS

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SURVEYCRS CERTIFICATE

an Hy that the plan of TEANAWAY WACC N Writelt is bared an actual summy and subdivision 20,10 winship 21 Noith, Ronge 15 East, W.M., that the distincts and courses and ragings acon carrell), that the monuments have been rel and to and black concers sube do in the that the distances and courses and onglas are t and for and block corners staked on the



EXAMINED AND APPROVED This 19 day of Nevambar A.D., 1973.

Sorton C. Blossom

Hereby certify that the pilot of TEACHAWAY WACK N Written has been examined by me and find that a conformato the comprehensive planof the Kittina Couvery Plancing Commission.

Dated this 19 day of Hovember A.D., 973

I hereby certify that the taxes and assessments are puid for the preceding years and far this year in which to be filled. Dured this 19th duy of November & D., 1973.

APPRO ZALS

Thereby certify that the $\mu(a)$ as 1 AT (AV(A), $0,A\in C$ is V (EEL has been a anti-with all requirements of the Count, dealth Department Dated this 19 day of November A.D., 1973.

Andrew & Biele

EXAMINED AND APPROVED THIS 26 day of Movember A.O., 1972.

IGARD C.F. COUNTY COMMISSIC NERS KITHAS COUNTY, WASHINGTON

ATTEST: Clerk at the Bound

Filed for record at the request at the Fittitic Count Forts of Commissioners this 29 thay of November A.D., 1973, of 41 minutes part 9:20 of clock 1. A. Standard Commissioners this 29 that of Plats, on page 3.0 minutes 2. Records of Kitsilas County, Washington.

Kittilas County Audito

RECEIVING NO. 386466 Teanaway Wagon Wheel Coword a. Fort inderig on en an re starvin e ub rievan' iu putho oper nyr ho panto of the Lor 4 & Bjock V Lor 19 & Block VI, Lois & Dean Kingfuld Diane Wingfield 1 1.1516 1000 rreel ing al ,ellor. fit 17. THE re all a lla, fal ln risen ls arm ball 'ns s'l)p `an s lla b t a raid em, all ab t a raid em, 1 Di Nofe + Person Richardson Block II, Lor 13 5 shiley & Purhad The matrix d_{1} is a contract on set 1 this $\underline{Z} \underline{Z}^{nd} dvy$ Thomas Symons Black II, Lat 14 Vernon Bell Leoral Bell Mang anat a. Rechy lorgaret A. Leuhy lock II, Lois 15, 16 & aloct III or 16 Jock 1, Lot 1, 2 IV, Lois 21,22 & Block V, Loi 22 Alice & Willson Hoch I, Les OII BLOUK S, LOTS Cacilia P. Hofedily Kand & Hoferit OCK. luce 7-1 23.0 The Cathorner of M Marilyn . Hook roney & Thurttones durent Haine man, fr Herloff Hansen Ilene L. Hansen many Mene Treiner Georgen. Gela Patricia a. Sechar Addia Garapel 4.10.19.37.36.41.42.45.46.4 46 Donald C. Saypor Sanest Nine Clore ce VS P A.L. Leville Edward Rohinser Block J, Lor 1. James F. Summ Johlen Laman Anch Robert Barros ck I, Lot 15 & Block III, 1615 24, 25 Nern Hundlach Vern Sondben Block M, Lois 22, ... Jusie m. Gundlach Tot of Statt C. F. Preslus black III, Lot 26 Verynon Rollindiach Jessie 31 Sun dlack Buck through Block IV, Lur I eonard Zochar lock IV, Lot 9 Virginia J. and Joseph Limold Arthur Schulz Hazel M 2 chiefe Joseph Conold Virgining and Robert D. Dass Scan G. Press. by Ganet Barn 50 Hock 19, 101 15 Emest Be Earl K. Sommerfeld sorothy C. Sommerfeld Ronald See Pite by Comit Rea I, Lois 24,25 S Black Ht, Lot 7 Pupel france of Connell of a anne M. Frank Col Mielso Block II, Lois I, 5 Flored Rubers Aline Kuben! Riock II, Lots 5,7 & Block III for 6 - & Block IV Lots 7,8 ,ABlerk V, Lot 16 Block V., Kim P.,

386460 920 357 25 G 1 5 14 15 Teanaway Wagon Wheel Bridgerd & Shonbo In Brothy & Shonka Donald C Lins HATE F ASHING CN CE M. CENTIAS Richard Omison 2 Dr 71 TOIST 1 CERTIFY T . Tothey 1) 415" 17 Burn Hind grand with Mary m. Roth STE CLY ALL NOT Line Eline Poch COUNTY OF KITHTAS THIS IS TO CERTIFY That on this & day of More and a undersigned, a Natary Public, personal a record Bellevel of the second of th Eliza M Edwarde Howell & Elmals Their Rida Vil Shontzen Byon Hock with the Blen Y Triningling B. P. Falhenberg Komanistievert Rollew In Summer & in an Alexie Llock 4. . un 29, 10 me that the state of the state his Planes & fmith Marcelino B. Smith WTHNESS My turnel and allicial seal Danaid S. Cllin. Danaid C. China Mach. J., tols (6, 39 June P. Elles Bying Hock Seath, Wash 17 mont E. Postle Evelen & Postle STÂTE OF WASHINGTON With the round by formany A. horskyn young COUNTY OF KITTIAS 1145 15 16. CERTIFY Transa Hi 35 day of May Chulin Brandet Chalotte Bras Man Larg shared one water Mapine Burson W.P.Burcon WITESS Wy to or correlation wat the day. 1015 64,65,66 Sille Well ACK NC WLEDGEMENT STATE OF WASHINGTON STAFL CL V Z Stora 2-2-COURTY OF KEPTING COUNT? CE PITIMAS HIIS IS IC CERTIFY That on this 12 day of June A.D., 1972, before our, the understanded, a Notor, Public, person ofly type and <u>Base</u> to all <u>Mary June</u> to an <u>Crown to be the person whet executed the memory dedication and utilized to a be the <u>person</u> whet executed the memory dedication and utilized to a be the <u>person</u> whet executed the memory dedication and utilized to a be the <u>person</u> whet executed the memory dedication and utilized to a be the person whet executed the memory dedication and utilized to a be the person whet executed the memory dedication and utilized to a be the person whether the test of the set of the set</u> THIS IS IC. CERTIFY That an this 19 doy me that for anyon VITNESS My have and afficial seal the day and year first written WITHESS My burning of official seal the day Par old R. Color Winhingto Byun H. ... withing at Ellers barry, ale. STATE OF WASHINGTON 11 STATE OF WASHING TO N COUNTY OF BUILDAS Time is 16 c ERITY has an Unit b day at June of the second strength COUNTY CE HITTIAS This is it CERNEY to a shiring war of the stand they ! to be the persons who to be the periods who many the time WITNESS My hund and articlation 115155735 Caust aut alticual Byun Hoch Winer Byon Harl

RECEIVING NO. 386466 Teanaway Wagon Wheel ACKNC WLEDGEMENTS ACKING WLEDGEMENTS STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS and is IC CERTIFY that on this L day of Movement undersigned, a Nature Public, personally approved Westerned to me know to be rive personally approved the face and the upper sector of the same approved the face and wall the same approved the same approved the same approved to the height mentioned. THIS IS TO CERTIFY That on this 1 day of Movement of the second of the second s rain meniloned. WITNESS My hand and official seal the day and year first written WITNESS My hand and official seal the day and year Busen Horles Nordry Jublic irrand for the State of Viceshin residing at Settle, Made 4 STATE OF WASHINGTON STATE OF WASHINGTON 66 COUNTY OF KITTITAS COUNTY OF KITTITAS THIS IS TC CERTIFY That on this <u>''</u> day of <u>A.D.</u>, 19 , before me, the undersigned, a Natary Public, personally appeared, <u>t</u> <u>and</u> <u>t</u> <u>and</u> <u>t</u> to me known to be the persons who executed the foregoing dedication and ecknowledged to me that <u>'</u> signed and scaled the same as <u>t</u> tree and valuatory act and deed for the uses and purp therein mentioned. THIS IS IC CERTIFY That an IV's 6 day of <u>Norrestantians</u> undersigned, a Natary Palitic, pertainally appeared <u>Data</u> To me known to be the person who excursed the farcisation decision to me known to be the person who excursed the farcisation decision that is set to be the person who excursed the farcisation of the theory on momentation of the same as **Theory** here and voluntary are nor theory on momentation. WITNESS My hand and afficial seal the day and year first written. WITNESS MY hand and official seal the day and year first written. Russon Acch Natary rullic in and for the Store of Washington residing of Seattle of Wash. Notary Public in and for the State of Washington residing or STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITHTAS COUNTY OF KITTITAS THIS IS TO CERTIEY That on this THIS IS TO CERTIFY That on this _____ day of _____ undersigned, a Notary Public, personally appeared, to me known to be the persons what executed the fam before me, the THIS IS IC CERTIFY 1 of or ** , 10 say of **Mary confect**, undersigned, a Notary Public, personally ambained **Marketere** to be known to be the persons who executed the longaring induce the standard and sealed the same and the foregrad on voluntary therein mentioned. egoing dedication wiedged to me think signed and sealed the therein mentioned. . Y ISNESS My hand ano official seal the day and year first written WITNESS My hand and efficial real the day Base Ofen A Noter Public impand for the Store of Washing residing at Scattle, Mast Notory Public in and for the State of Washingto · · · · residing at 1. a. c STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS 1185 15 IC CERTIFY That on this 2 day of **Manufacture** A.D., 197 undersigned, a Notary Public, persmally appeared **Certify** and eckno in the known to be into persons who energies the foregoing desicolity and eckno the signed and realed the same in **Chair** free and voluntary act and deed to the signed and realed the same in **Chair** free and voluntary act and deed to the signed. A.D., 1971, before me, the THIS IS IC CERTIFY that on this 9 day of Manufactures undersigned, a Natary Public, paradonally approved the Soft of the second due to the persons who executed the longating filling the and underside the same of the second due to the test mere and the second due to the same of the cho-fellged to me that he loregoing aller WITNESS My hand and official seal the day and year first WITNESS My hand and official seal the day and year first written. • /v Byon Udort Washing STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS THIS IS TO CERTIFY That an ihis 7 day of **Mary English** and 1971, before me, it undersigned, a Notary Public, personally appeared **Arthur**. Schuler, Handling, one known to be the person who executed the fore-prime dedication and extromeded to me that the signed and sealed the same of **Mary**. Free and voluntary act and deed for the uses and purp linkfin mentioned. THIS IS TO CERTIFY That on this 9 day of Merriculus 4.0.. 1991 undersigned, a Notary Public, pertainally appeared. Description on State of to me known to be the persons what executed the foregoing deslication and State of the Level signed and scaled the same of History indevices and dead for the thereformationed. WITNESS My hand and official seal the day and year first written WITNESS My hand and official seal the day Burn Hold Brite Stole of Washington residing of Sottle, Nach. Been Hond Tota Public in and In the State of Weights estating in Sattle, March.

PECEIVING NO 386466 Teanaway Wagon Wheel ACKNOWLIDGEMENTS ACTINE WEED GENERITS STATE OF WASHINGTON STATE C.F. WASHINGTO N COUNTY GE KITTITAS COUNTS CE EITHTAS THE IS TO CERTIFY that an His 14 day of **Movember** 10, 1971, before underigned, a Motory Public, providently appear **Movember** 10, 1971, before type how in the file persons who near with the tensory moderated the function of the standard and solel this same a Unit 15 IC CERTIFY That an 44.22 day of New Sec and ensured, a Notary Poblic, personally appendix in the craements the the position which are sensible the second and worked the same second the concerning of point mentioned. A LEAHEY WITTESS My houst out affie at seal the day WITNESS My hand and official seal the d eattle, Wash T- STATE OF WASHINGICN STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS THIS IS IC-CERTIFY That on this 144 always Mary employed by 1971, between the structure interstigned, a Notary Public, personality impreasing structure in the structure interstigned in the second structure in the structure interstigned and scales of the structure and structure interstigned and scales of the scale of the 1HIS IS TO CERTIFY Tool on the 2 day of Marcan Ja no known to be the person who exercised the they signed with verified the same as theirs nutritio maintained. WITNESS My hand and afficial seal the day and y WITHESS MY hund and afficial and the do-Barn Hook NStur Probler in and for the State of Working residing of South of Working T STATE OF WASHINGTON STATE OF VIASHINGTON CC UNITY C.F. KITTITAS THIS IS GC CISIIF'S Business row 44 along at Disconferry 5.5, 1971, before me, the and antioners, a failing Public, personality approved a large the conferred for an endower me, the one is more than a contraction of a conferred to the conferred for an endower the SHA. Support make another that conferred to the conferred for an endower the intervent metalenter. COUNT OF KITHIAS THES IS TO CERTIFY that an this 1.5 they at Mary string as a set of 17 and contentioned, a blockup Public, performing approved, the foresting and the content of the set of the message with employ the set one as performed and set of the set of . 19 71 . before me, the the source to be the p the signed out mater of orein mentioned. WITHESS My hand and a ficial seal WITHES My Knew and Senttle, Weak the Wash 11 37 STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS 41 HIS IS IC CENTRY that an this 24-day of opticitized, a Nativy Public, personalis approx-gane known to be the person who excepted new Hiles, stand and realed the time Active test COUNTY OF KITTITAS 11415 IS IG CLEINY that an thin Z day of Ar great materignest, a Notery Public, revenably opposite of Park 2 the providence that to be the period who executed the Mosing dedicate interview and realist the same of the interview devices and valuation of Notein mentioned. WITNESS My hand and official seal the day WITNESS My band and official seal the day and year liss written STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTHAS THIS IS IC. CEPTIFY That on this 2 day of Charge of A.C. undersigned, in Notary Public, personally improve the health B. B.Com the signed and sealed the same of the automating devication and the signed and sealed the same in Marke and valuating act and dee therein mentioned. HIS IS ICICENTRY That an His 12 day of (inferiored, a Natury Public, juncantilly approx and there in the the period who every high the MC_vigned and unded the same of the fire ally Lakeund opening the down may be made by the to a me it a und valuation y net and densities for the uses and purp WITNESS My hand and official toal Byrn Hool ablic in ad for the state of V

A 112 12 14 - 386446 Teanaway Wagon Wheel MARK VILLE IMPLIES CEDE VITEUEMENTS STATE OF WASHINGTON TAU OF WASHING IC N COUNTROL NITHAS COUNTS OF FILMIAS 1HIS IS IG CIRIFC Ibut on this \$7 One of **Another Constant** outersigned, a Natury Public, personally appendix **Deviced State** to the known to be the person who was not the Constant of the constant of the second state of the se into the Child & Frances in the 13 say of Monsey Les most, a thirty fields, prescript more of the The transmission for the present who we prese the Associated and verified the same on the free but only for the field and the same on the free but only for the field and liga m & this they signed and TINESS My hand a WITH ST My heret and official real the day cattle Nosh STÂTE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTIAS COUNTY OF KITHAS THIS IS IC CERTIFY This on this 1 day of 11 or of the second states of t Diff. IS IC CERTIFY that on this 13 de, at Mor Insertioned, a Normy Public, personally appeared A me Ansen to be the parton who every put the its deep signed and reales the same a first inter-minant mentioned. Romana Walter WITNESS My hand and official seat the day and year WINESS Min Land, and official se Byron Hook STATE OF WASHINGTON STATE OF VASHINGTON COUNTY OF KITHTAS THIS IS TO CERTIFY that on this 10 day Movember and a reader in the second states of the seco COUNTY CT KILLITAS 1.0.1 197 " Movember 1005 IS BC CERTIFY Hus Faction this 14 day 1571, before me, the their they signed and re her WITHESS Ny hard and afficial sea WITPLESS AND TH Byron Hook Seatthe Wash . Bpo H.A. SHATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS 11 Dels 15 10 CERTITY that an this 19 day of Marcanfeet anterilared, a Fatar, Baltin, performing appendix for COUNTY OF KITTINAS 29 as is in CERTIFY Dust outerligeed, a Fictor, Baldic, a we known is to top person That an this 14day of Moussell and y Public, proceeding opposed frances of a the timed and w Thear ... in to be the there is mantioned, WITHUSS $M_{\rm p}$ lases and afficial real $m_{\rm p}$. WITNUSS My hand und official seal Beittle, Wash STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS THIS IS TO CERTIFY Thin DHS IS TO CERTIFY Inst on this 144 day of Mary counter-watercloped, at Patray Public, pertonally upper a statistical to get hown to be the perturbation and a second by Counter desidenting the signed and welled the same of the free and attaction and on the citizen centerlined. That on this **14** day day y Public, personally as mocorte lercigned, o'hly - thes igned en WITHESS Review Lo WITHESS MAN HUNG Byrm Hook Seattle, CHSI. Byron Hek

RECEIVING NO. 386466 Teanaway Wagon Wheel ACKINC WLI DIGEMENTS ACKINC WLEDGEMENTS STATE OF WASHINGTON STATE OF WASHINGTON. COUNTY CENTRAS COUNTY OF FITTINGS THE IS IC CERTIFY that on this QC, itay at Clarge set A.D., 1974, before me, the accessional, a becay table, personally agrees Dester W. Stellar and There is a Strategy to the person why executed the target by dedication and acknowledged to me that the set is an even of valuentary oct and deed for the uses and purposes the rest and methand. THIS IS TC CERTIFY That an this day pl ______A, D., 19 ______before me, the undersigned, a Notary Public, personality appeared _______bodd to me known to be the persons who executed the lairgoing dedication and acknowledged to me that ligned and sealed the same as ______free and valuntary act and deed for the uses and purpose flierein mentioned. WITNESS My bond and afficial seal the day and year first written. WITNESS My hand and official seal the day and year first written. Notary Public in and for the State of Washingto & Woodk residion of STATE OF WASHINGTON STATE OF WASHINGTON THIS IS TO CERTIFY That on this 25 day of Charge at 20,00, 19 underigned, a Nator Public, personally apparently control to the the person and an entering the personal deficition and between the personal deficit COUNTY OF KITTITAS COUNTY OF KITHIAS THIS IS IC CERTIFY That on His day of _____ A.D., 19____ and undersigned, a Nassay Public, personally appeared ______ and to me known to be the person who sectored the foregoing idedication and acknowled signed and scaled the some as ______ free and voluntary act and deed for the Therein mentioned. A.D., 19 , before me, the 10 72 - grain me. ma-ledged to me that signed and scaled the two or the feet WITNESS MY hand and official seal the day and year first written. V 11/NI 55 //w hand ord official weak the skill Notary Public in and for the State of Washing "STATE OF WASHINGICN STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS Octo HUS IS TO CERTIFY That on this group THIS IS TO CLERIFY That on this day of ______A.D., 19____, before me, the undersigned, o Notary Public, personally appeared, ______and _____and to me known to be the persons who executed the fare gaing dedication and ucknowledged to me that signed and seuled the same as ______free and valuntary oct and deed for the uses and purposes Therein mentioned. undersigned, a behav, belies, personal a support of the toregoing defice to the instant to be the persons who executed the toregoing defice there, signed and scaled the same of their free and voluntary thefetia mentioned. - Blan V 7. THMLS Ry Land and afficial real the day of WITNESS My hand and official seal the day and year first written. 6.2 Notary Public in and for the State of Washington STATE OF WASHINGTON STATE OF WASHINGTON COUNTY CE KITHTAS COUNTY OF KITTITAS THIS IS IC CERTIFY That in this to day at February / THIS IS TO CERTIFY That an this day at A.D., 19 before me, the undersigned, a Natary Public, personally appearent, and additional and an additional terms who executed the forsigning dedication and acknowledged to res that grant and and and and and the tame as free and valuatory act and deed for the uses and purport terms of the rein mentioned. to me known to be the person who executed the large standard und souled the me of the here there is meritioned. WITHESS My hand and official seal the day a WITNESS My hand and official seal the day and year first written, Natary Public in and for the State of Washington residing at STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF KITTITAS COUNTY OF KITTITAS toy of Tables are p.D., 1973, hence me by opparing 10. I Statement in Frieders of plea the foreigning distication and tacknowledgesto me that Data free and volunitary act and deed for the uses and purpo iHIS IS TO CERTIFY find on this 21 day of that undersigned, o'thatar, Public, personally appendially trajection is bealter person who executed the farring there signed and realed the same as the train free and information of the same as the same as the same second and the same as the same as the same second as the s A.D., 19 , before ma, the windgrif to me the WEINESS My hand and official seal the day WITNESS My hand and afficial seal the day and year first written. Notary Public in and for the State of Washingto

PAGE 14 CF 14 Teanaway Wagon Wheel

CRTH RANGE IS EAST, W.M., KHTHAS COUNTY, WASHINGTON

ADDITIONAL DEDICATORS

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John Barry J. Helen Barry Stephen Lyn Johnson Clast the Schnon

ACKNOWLEDGEMENTS STATE OF WASHINGTON 55

COUNTY OF KITHTAS

THIS IS TO CERTIFY That on this 28° day at <u>Traf</u>, A.D., 1972, before we has undersigned, a Nation multic, permonthy appointed <u>the standard of the standard standard</u> person with a baseford association and acknowledged to me show the the and socied the some us their free and volumery act and devel for the some standard therein membrane.

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ACKNOWLEDGEMENT

STATE OF WASHINGTON 15

COUNTY OF KITHTAS

THIS IS TO CERTIFY that on the 28% day of T-15 medersigned, a plotary Public, personally approved _wyley A.O., 1972, before me the

1122 WITNESS my hand and afficial seal the day and year first S1101 CI. Jarold D. D.

AmeriTitle, Inc.



Invoice

Date: 08/29/2016 Number: 82720

808s LLC Professional Land Surveying 4201 Hwy. 970 Cle Elum, WA 98922

Property Address: NKA Teanaway Middle Fork Road Cle Elum, WA 98922

Please Remit Payment To: AmeriTitle, Inc. Attn: Accounts Receivable 345 SE Third Bend, OR 97702 (541) 330-8140

| File Number | Transactee | Client's File # | Class/Description | Memo | | Amount |
|-------------|------------------------------------|-------------------|--------------------------|---------------------|-------|----------|
| 126359AM | 808s LLC Profess Land Surveying | sional BLA 160009 | Owner Premium Tax | Owner's Premium Tax | | \$28.00 |
| 126359AM | 808s LLC Profess Land Surveying | sional BLA 160009 | Owner's Premium | | | \$350.00 |
| | | | | | Total | \$378.00 |
| | | | | Total Due | | \$378.00 |

Buyer (Borrower) - 808s LLC Professional Land Surveying Seller (if any) - Dwight E Watson and Joseph Stehle Loan Amount (if any) -Sales Price (if any) - \$1,000.00 When recorded return to: AmeriTitle PO Box 5017 Klamath Falls, OR 97601

| RE EXCISE TAX PAID | |
|--|---|
| Amount \$ 1535.00 | |
| Date 11114 8, 2014 | |
| DateUIU 8, 2014 Affidavit NoOIU - 11 90 | |
| KITTITAS COUNTY TREASURE | 7 |
| BKB.Blumenstetter | |

07/08/2014 04:33:29 PM 201407080023 \$80.00 Real Estate Contract AMERITITLE Page:1 of 9 Kittitas County Ruditor

AMT-120399-E \$80-

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS. CONTRACT--WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.

- 1. PARTIES AND DATE. This Contract is entered into on July 7, 2014,
- between John A Hamel and Barbara J Hamel, husband and wife as "Seller" and Dwight Watson, a married man and Joseph Stehle, a married man as "Purchaser."
- 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Kittitas County, State of Washington:

Lot 15 & 16, Block V, TEANAWAY WAGON WHEEL, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 6 of Plats, pages 30 through 43, records of said County.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 21.15.26050.0518 (677435), 21.15.26050.0516 (687435)

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

No part of the purchase price is attributed to personal property.

LPB 44-05(ir) rev. 3/2009 Page 1 of 9 4. (a) PRICE. Purchaser agrees to pay: \$ 100,000.00 Total Price

| Less | \$ 40,000.00 Down Payment |
|------------|--|
| Less | \$ 0.00 Assumed Obligation(s) |
| Results in | \$ 60,000.00 Amount Financed by Seller. |

(b) ASSUMED OBLIGATIONS. Purchaser agrees to pay the above assumed obligation(s) by assuming and agreeing to pay that certain ______ dated

(Mortgage/Deed of Trust/Contract) recorded as Auditor's File No. _______. Seller warrants the unpaid balance of said obligation is \$ _______ which is payable \$ _______ on or before the ______ day of ______ () including () plus interest at the rate of _______ % per annum on the declining balance thereof; and a like amount on or before the _______ day of each and every _______ thereafter until paid in full.

- (month/year)
- **NOTE:** Fill in the date in the following two lines only if there is an early cash out date on the assumed obligation.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN ______, ____.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$60,000.00 as follows:

\$ 300.00 or more at purchaser's option on or before the 7th day of

August, 2014(X) including () plus interest from July 7, 2014 at the rate of 4.0% per annum on the declining balance thereof; and a like amount or more on or before the 7th day of each and every month thereafter until paid in full.

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the amount financed by seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN JULY 7, 2019.

Payments are applied first to interest and then to principal. Payments shall be made at AmeriTitle, PO Box 5017, Klamath Falls, OR 97601 or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Purchaser fails to make any payments on assumed obligation(s), Seller may give written notice to Purchaser that unless Purchaser makes

LPB 44-05(ir) rev. 3/2009 Page 2 of 9 the delinquent payment(s) within 15 days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Purchaser shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Purchaser pays the purchase price in full: That certain ______ dated

(Mortgage/Deed of Trust/Contract)

, recorded as Auditor's File No.

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM

- (b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Purchaser will be deemed to have assumed said encumbrances as of that date. Purchaser shall thereafter make payments directly to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Purchaser a fulfillment deed in accordance with the provisions of paragraph 8.
- (c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Purchaser may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Purchaser will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Purchaser may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Purchaser in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Purchaser makes such delinquent payments on three occasions, Purchaser shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.
- 7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions, and reservations in addition to the obligations assumed by Purchaser and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

LPB 44-05(ir) rev. 3/2009 Page 3 of 9

- 9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Purchaser agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.
- 10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Purchaser in writing.
- 11. POSSESSION. Purchaser is entitled to possession of the property from and after the date of this Contract or July 8, 2014, whichever is later, subject to any tenancies described in paragraph 7.
- 12. TAXES, ASSESSMENTS, AND UTILITY LIENS. Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural, or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
- 13. INSURANCE. Purchaser agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Purchaser plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Purchaser. Purchaser may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS. If Purchaser fails to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
- 15. CONDITION OF PROPERTY. Purchaser accepts the property in its present condition and acknowledges that Seller, his/her agents, and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.
- 16. RISK OF LOSS. Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.

LPB 44-05(ir) rev. 3/2009 Page 4 of 9

- 17. WASTE. Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
- 19. CONDEMNATION. Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
- 20. DEFAULT. If the Purchaser fails to observe or perform any term, covenant, or condition of this Contract, Seller may:
 - (a) Suit for Installments. Sue for any delinquent periodic payment; or
 - (b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
 - (c) Forfeit Purchaser's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title, and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
 - (d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within 30 days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge, and reasonable attorney's fees and costs.
 - (e) Judicial Foreclosure. Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.
- 21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
- 22. PURCHASER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchaser may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

LPB 44-05(ir) rev. 3/2009 Page 5 of 9

- 24. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
- 25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at 20425 B Popler Way, Lynnwood, WA 98036 (Watson) and 4119 5th Place SE, Snohomish, WA 98296 (Stehle) and to the Seller at 3440 Teanaway MF, Cle Elum, WA 98922 or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.
- 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
- 27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Purchaser.
- 28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Purchaser may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Purchaser owns free and clear of any encumbrances. Purchaser hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

| | SELLER | INITIALS: | PURCHASER |
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| 29. | | | all not make any substantial alteration to the onsent of Seller, which consent will not be |

| SELLER | INITIALS: | PURCHASER |
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| | | |

30. OPTIONAL PROVISION -- DUE ON SALE. If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriffs sale of any of the Purchaser's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action.

LPB 44-05(ir) rev. 3/2009 Page 6 of 9 A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

| Saller | INITIALS: |
|--------|-----------|
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31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Purchaser elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Purchaser agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ ______ per ______. Such "reserve" payments from Purchaser shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Purchaser and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Purchaser agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

| SELLER | INITIALS: | · | PURCHASER |
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33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

LPB 44-05(ir) rev. 3/2009 Page 7 of 9

INITIALS:

SELLER

PURCHASER

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

ELLER John A Hamel Rarbara J Hame

PURCHASER Dwight Watson

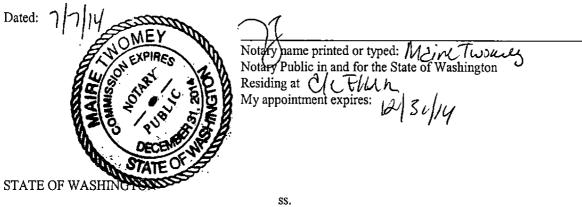
Joseph Stehle

STATE OF WASHINGTON

COUNTY OF KITTITAS

SS.

I certify that I know or have satisfactory evidence that John A Hamel and Barbara J Hamel (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



COUNTY OF KITTITAS

I certify that I know or have satisfactory evidence that Dwight Watson and Joseph Stehle (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Notary name printed or typed: LPB 44-05(ir) rev. 3/2009 Page 8 of 9

Subject to the following:

Any unpaid assessments or charges, and liability to further assessments or charges, for which a lien may have arisen (or may arise); as imposed by Wagon Wheel/Sandy Ridge Property Owners Association, Inc.

Covenants, conditions and restrictions in Covenants, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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:August 2, 1960Auditor's File No.:283993Executed By:Teanaway Wagon Wheel, Inc.

Said instrument re-recorded July 28, 2000 under Auditor's File No. 200007280095.

Terms, restrictions and covenants contained in Dedication provisions of TEANAWAY WAGON WHEEL, recorded November 29, 1973 in Book 6 of Plats, pages 30-43, records of Kittitas County, Washington, as follows:

"...dedicate to the use of the public forever all roads, streets, avenues, alleys, places, easements, or whatever public property shown thereon which shall be maintained by a private non-profit corporation. The costs of construction, maintaining and snow removal of all roads, streets, and alleys within this plat and all access to this plat shall be the obligation of a non-profit corporation composed of all the owners of the lots of the plat and of any additional plats that may be served by these roads, streets, and alleys. In the event that the owners of any of the lots of this plat or any additional plats shall petition the County Commissioners to include the roads in the county road system, it is understood that the roads shall first be built up to minimum county standards by said non-profit corporation."



TEANAWAY WAGON WHEEL, INC.

COVENANTS

Description Hillside Addition

Tract 3; Lots 1 through 25, and Tract 4, Lots 1 through 26, Section 26, TWP 21 N., R. 15 E.W.M., Kittitas County, Washington, as per legal description following:

Description

Pet: O. Andita

Tract 1: All of that portion of the southwest quarter of Section Twenty-five (25), lying south and west of the county road. as located and constructed through said quarter section on September 28, 1953, the date of deed to vestee recorded in Book 92 of Deeds, Page 416.

> The east half of the west half and one acre in the southwest corner of the northeast quarter of Section Twenty-six (26):

> The northwest quarter of Section Thirty-six (36), except: 1. A tract of land bounded by a line beginning at a point

1,640 feet south of the northeast corner of said quarter section, and running thence south 638.5 feet; thence north 60° 50' west 86 feet; thence north 84° 35' west 110.5 feet; thence north 39° 55' west 253 feet; thence north 22° 07' west 98 feet; thence north 41º 30' west 127.5 feet thence north 50° east 72 feet; thence north 34° east 256 feet; thence north 23° 29' east 130.5 feet; thence north 56° 25' east 90.3 feet; thence south 32° 47' east 263.85 feet to the point of beginning.

2. A tract of land bounded by a line beginning at a point 1,418.0 feet south and 142.8 feet west from the northeast corner of said quarter section, and running thence south 23° 29! west 130.5 feet; thence south 34° west 256.0 feet; thence south 50° 30' west 72 feet; thence north 36° west 220.3 feet; thence north 76° 30' east 176 feet; thence north 65° 10' east 126.5 feet; thence north 26° east 240.7 feet; and thence south 41° 24' east 83.5 feet to the point of beginning.

All in TWP 21N., R. 15, E.W.M., in the County of Kittitas, State of Washington.

Tract 2: The east half of Section Twenty-six (26), TMP. 21N., R. 15, B.W.M., in the County of Kittitas, State of Washington, except one acre in the southwest corner of the northeast quarter of said section.

As per plat attached.

ACRE TRACT AREA PROTECTIVE COVENANTS

A. LAND USE AND BUILDING TYPE

1. Land: Each lot shall be approximately one acre and shall be not less than 100 feet wide. No tract shall be subdivided within 5 years from date. No tract shall ever be subdivided into less than 1/2 (one-half) acre tracts.



1A. No lot shall be used for Commercial purposes. Pets and other femily livestock may be kept on the property in properly fenced enclosures and in such quarters as are not reasonably objectionable to the other property owners in the vicinity. Any dispute that may arise as to what is reasonably objectionable shall be referred to the Architectural and Planning Committee for settlement. The ruling of this committee shall be final.

2. Buildings: No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single-family dwelling not to exceed one and one-half stories in height, a private garage for not more than two cars and such housing as may be approved for the keeping of pets and family animals.

24. No building shall be placed on any lot until the construction plans and specifications and a plan showing the location of all structures have been approved by the Architectural and Planning Committee as to quality of workmanship and materials, harmony of external design with existing structures surrounding and as to location with respect to topography and finish grade elevation. No fence or wall shall be constructed that would impair the view from adjacent properties.

28. A dwelling shall be started on each lot purchased within two years after purchase and completed within three years of the date the lot was purchased.

2C. The ground floor area of the main structure exclusive of open porches and garages shall be not less than 350 square feet.

2D. Building Location: No building shall be located on any lot nearer to the end lot line than 20 feet or nearer to any side street line than 10 feet including porches and no nearer than five feet to any interior lot line. For the purpose of these covenants, eaves, steps, and open porches shall be considered as a part of a building.

2E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved to Teanaway Magon Wheel, Inc.

3. Temporary structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, without a permit from the planning committee.

4. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B. ARCHITECTURAL AND PLANNING COMMITTEE:

1. Membership: The Architectural and Planning Committee is composed of Jack Richford, Seattle, Washington, W. G. Cooper, Seattle, Washington, and J. Ellis George, Issaquah, Washington. A majority of the committee may designate a representative to act for it.



B. ARCHITECTURAL AND PLANNING COMMITTEE (Contid.)-

. 2. In the event of a vacancy on the committee for any reason, the vacancy shall be filled by a member appointed by the then governing body of Teanaway Wagon Wheel, Inc.

3. Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

3. Severability: Involidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Ret. Co. Auditor

TEANAWAY WAGON WHEEL, INC.

COVENANTS

Description

Riverside Addition

Tract 1, Lots 1 through 31, and Tract 2, Lots 1 through 23, Section 26, TWP 21 N., R. 15 E.W.M., Kittitas County, Washington, as per legal description following:

Description

Tract 1: All of that portion of the southwest quarter of Section Twenty-five (25), lying south and west of the county road, as located and constructed through said quarter section on September 28, 1953, the date of deed to vestee recorded in Book 92 of Deeds, Page 416.

> The east half of the west half and one acre in the southwest corner of the northeast quarter of Section Twenty-six (26):

The northwest quarter of Section Thirty-six (36), except: 1. A tract of land bounded by a line beginning at a point

1,640 feet south of the northeast corner of said quarter section, and running thence south 638.5 feet; thence north 60° 50' west 86 feet; thence north 84° 35' west 110.5 feet; thence north 39° 55' west 253 feet; thence north 22° 07' west 98 feet; thence north 41° 30' west 127.5 feet thence north 50° east 72 feet; thence north 34° east 256 feet; thence north 23° 29' east 130.5 feet; thence north 56° 25' east 90.3 feet; thence south 32° 47' east 263.85 feet to the point of beginning.

2. A tract of land bounded by a line beginning at a point 1,418.0 feet south and 142.8 feet west from the north-oast corner of said quarter section, and running thence south 23° 29' west 130.5 feet; thence south 34° west 256.0 feet; thence south 50° 30' west 72 feet; thence north 36° west 220.3 feet; thence north 78° 30' east 176 feet; thence north 65° 10' east 126.5 feet; thence north 26° east 240.7 feet; and thence south 41° 24' east 83.5 feet to the point of beginning.

All in TWP 21 N., R. 15, E.W.M., in the County of Kittitas, State of Washington.

Tract 2: The east half of Section Twenty-six (26), TNP. 21 N., R. 15, E.W.M., in the County of Kittitas, State of Washington, except one acre in the southwest corner of the northeast quarter of said section.

As per plat attached.

PROTECTIVE COVENANTS

RESIDENTIAL AREA COVENANTS:

A. Land Use and Building Type

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

Page 1



2. Architectural and Planning Control: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural and Planning Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected over four feet high.

3. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 400 square feet for a one-story dwelling.

4. An approved plan building must be started within 2 years after a building lot is purchased and completed within 3 years from date of purchase of the building lot.

5. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty feet to the front lot line, or nearer than ten feet to any side street line including porches. No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line. For a detached garage or any other permitted accessory building a five-foot side yard shall be required. For the purposes of this covenant, steps and open porches shall be considered as part of a building.

6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, without a permit from the Planning Committee.

9. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Livestock and poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that they are kept on a leash, in a kennel or under the owner's control at all times.

B. Architectural and Planning Committee

1. Membership: The Architectural and Planning Committee is composed of Jack Richford, Seattle, Washington; W. G. Cooper, Seattle, Washington; and J. Ellis George, Issaquah, Washington. A majority of the committee may designate a representative to act for it.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Fifteen years subsequent to the recording of these sovenants, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. In the event of a vacancy on the committee for any cause, the vacancy shall be filled by the governing body of TEANAWAY WAGON WHIEL, INC.

Page 2



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3. Frocedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. General Provisions

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots or the then governing body has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

3. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



