



**WESTCOR LAND TITLE INSURANCE COMPANY
SUBDIVISION GUARANTEE**

SUBJECT TO THE CONDITIONS AND STIPULATIONS HEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY**, a California corporation, herein called the Company,

GUARANTEES

the Assured named in Schedule A of this Guarantee, in an amount not to exceed \$1,000.00

That, as of the Date shown on Schedule A, according to those public records, which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision referenced in Schedule A, the only parties having any record title interest in said land whose signatures are necessary on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are set forth and shown in Schedule A.

SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By: WA1014 * 39543
Kittitas Title and Escrow, LLC
208 W. 9th Avenue, Suite 6
Ellensburg, WA 98926

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
Resident

Attest: Patricia H. Power
Secretary

NOTE: This Guarantee is of no force and effect unless Schedule A is attached together with any added pages incorporated by reference.

GUARANTEE CONDITIONS AND STIPULATIONS
(To the extent terms included herein are applicable to this Guarantee)

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "date": the Date of Guarantee.

2. EXCLUSIONS:

This Guarantee does not cover:

Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action with the time herein before specified, shall be a conclusive bar against maintenance by the assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage or this Guarantee, or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY-PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

- (c) No claim for damages shall arise or be maintainable under this guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

10. FEE

The fee specified on Schedule A of this Guarantee is the total fee for title search and examination and for this Guarantee.

SUBDIVISION GUARANTEE

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

HOME OFFICE

875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

SUBDIVISION GUARANTEE

SCHEDULE A

State: Washington
County: Kittitas

Agent Number	File Number	Guarantee Number	Fee	Subdivision
WA1014	39543	SG-1-WA1014-5990339	\$300.00	

1. Name of Assured:

Jerry Martens and R & R Heights Land Company, Inc., a Washington corporation

2. Date of Guarantee: February 07, 2018

3. Parties having any record title interest in the land:

R & R Heights Land Company, Inc., a Washington corporation

4. Description of the land:

Parcel A:

Parcels 1, 2, 3, 4, 6 and 7 of that certain survey recorded April 30, 2008, in Book 35 of Surveys, Page 26-29, under Auditor's File No. 200804300032, records of Kittitas County, State of Washington; being a portion of Section 7, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

→ Lots A, B, C, D, E, F, G, H, H1, H2, H3, H4, H5 J, K, L, M, N, and P of that certain survey recorded April 30, 2008, in Book 35 of Surveys, Page 26-29, under Auditor's File No. 200804300032, records of Kittitas County, State of Washington; being a portion of Section 7, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

→ Parcel B:

Parcel 5 of that certain survey recorded April 30, 2008, in Book 35 of Surveys, Page 26-29, under Auditor's File No. 200804300032, records of Kittitas County, State of Washington; being a portion of Section 7, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

→ EXCEPT that portion recorded under recording No. 201107180041.

Parcel C:

Lots 28, 29, A and E of that certain survey recorded September 16, 2004, in Book 30 of Surveys, Page 140, under Auditor's File No. 200409160035, records of Kittitas County, State of Washington; being a portion of Section 7 and 18, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

Parcel D:

Lots 12 and 13 of that certain survey recorded April 20, 2004, in Book 30 of Surveys, Page 35-36, under Auditor's File No. 200404200022, records of Kittitas County, State of Washington; being a portion of Section 18, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

Parcel E:

The Northeasterly 25 feet of The Burlington Northern Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 50 foot wide Cle Elum to Ronald, Washington Branch line property, now discontinued, located upon, over and across the Northwest Quarter of the Southwest Quarter of Section 7, Township 20 North, Range 15 East of the Willamette Meridian, Kittitas County, Washington, bounded on the West by the West line of said Section 7 and bounded on the Southeasterly side by a line drawn radially to said Railway Company's Main Track

SUBDIVISION GUARANTEE

centerline, as originally located and constructed, distant 1765 feet, more or less, Northwesterly of the South line of said Section 7, as measured along said Main Track centerline, said Southeasterly boundary line of hereinabove described property is where said Branch Line right of way changes in width from 50 feet to 150 feet.

Hereinabove described property is also bounded on the Southeasterly side by the Northwesterly line of property conveyed by Burlington Northern Railroad Company to Frank R. J. Cernick III by deed dated November 14, 1995.

Parcel F:

Lots 3 and 4 of R & R HEIGHTS SHORT PLAT, SP 02-01 recorded April 29, 2002, in Book F of Short Plats at Page(s) 240-241, under Auditor's File No. 200204290002, Being a portion of the Northeast Quarter of Section 18, Township 20 North, Range 15 East, records of Kittitas County, State of Washington.

5. Name of Proposed Subdivision Plat or Condominium Map:

Dated February 07, 2018

Issued By:
Kittitas Title and Escrow, LLC
208 West 9th Avenue, Suite 6
Ellensburg, WA 98926

A handwritten signature in black ink, appearing to be a stylized name, located below the printed text of the issuer.

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Order Number: 39543

Guarantee No.: SG-1-WA1014-5990339

SUBJECT TO:

1. **GENERAL TAXES.** The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$46.21
Amount paid:	\$0.00
Amount due:	\$46.21, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0001
Parcel number:	13509
Assessed value of land:	\$970.00
Assessed value of improvement:	\$0.00

Affects Parcel 1 of Parcel A

2. **GENERAL TAXES.** The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$45.95
Amount paid:	\$0.00
Amount due:	\$45.95, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	88
Map number:	20-15-07000-0002
Parcel number:	13510
Assessed value of land:	\$760.00
Assessed value of improvement:	\$0.00

Affects Parcel 2 of Parcel A

3. **GENERAL TAXES.** The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$55.08
Amount paid:	\$0.00
Amount due:	\$55.08, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	88
Map number:	20-15-07000-0003
Parcel number:	13511
Assessed value of land:	\$1,870.00
Assessed value of improvement:	\$0.00

Affects Parcel 3 of Parcel A

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4. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$53.84
Amount paid:	\$0.00
Amount due:	\$53.84, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0005
Parcel number:	20253
Assessed value of land:	\$1,900.00
Assessed value of improvement:	\$0.00

Affects Parcel 4 of Parcel A

5. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$2,022.71
Amount paid:	\$0.00
Amount due:	\$2,022.71, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18020-0001
Parcel number:	146134
Assessed value of land:	\$231,900.00
Assessed value of improvement:	\$950.00

Affects a portion of Parcel 6 of Parcel A

6. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$42.80
Amount paid:	\$0.00
Amount due:	\$42.80, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0007
Parcel number:	20255
Assessed value of land:	\$540.00
Assessed value of improvement:	\$0.00

Affects the remainder of Parcel 6 of Parcel A

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7. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,988.83
Amount paid:	\$0.00
Amount due:	\$1,988.83, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0023
Parcel number:	18416
Assessed value of land:	\$228,950.00
Assessed value of improvement:	\$0.00

Affects a portion of Parcel 7 of Parcel A

8. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$41.26
Amount paid:	\$0.00
Amount due:	\$41.26, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0008
Parcel number:	20256
Assessed value of land:	\$390.00
Assessed value of improvement:	\$0.00

Affects the remainder of Parcel 7 of Parcel A

9. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0009
Parcel number:	20257
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot A of Parcel A

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10. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0010
Parcel number:	20258
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot B of Parcel A

11. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0011
Parcel number:	20259
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot C of Parcel A

12. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0012
Parcel number:	20260
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot D of Parcel A

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13. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0013
Parcel number:	20261
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot E of Parcel A

14. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0014
Parcel number:	20262
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot F of Parcel A

15. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0015
Parcel number:	20263
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot G of Parcel A

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16. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0016
Parcel number:	20264
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot H of Parcel A

17. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$991.94
Amount paid:	\$0.00
Amount due:	\$991.94, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18052-0001
Parcel number:	362834
Assessed value of land:	\$109,800.00
Assessed value of improvement:	\$0.00

Affects Lot H1 of Parcel A

18. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$993.67
Amount paid:	\$0.00
Amount due:	\$993.67, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18052-0002
Parcel number:	19655
Assessed value of land:	\$110,000.00
Assessed value of improvement:	\$0.00

Affects Lot H2 of Parcel A

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19. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$993.67
Amount paid:	\$0.00
Amount due:	\$993.67, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18052-0003
Parcel number:	19656
Assessed value of land:	\$110,000.00
Assessed value of improvement:	\$0.00

Affects Lot H3 of Parcel A

20. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$993.67
Amount paid:	\$0.00
Amount due:	\$993.67, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18052-0004
Parcel number:	19657
Assessed value of land:	\$110,000.00
Assessed value of improvement:	\$0.00

Affects Lot H4 of Parcel A

21. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$993.67
Amount paid:	\$0.00
Amount due:	\$993.67, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18052-0005
Parcel number:	955370
Assessed value of land:	\$110,000.00
Assessed value of improvement:	\$0.00

Affects Lot H5 of Parcel A

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22. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0017
Parcel number:	20265
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot J of Parcel A

23. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0021
Parcel number:	952016
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot K of Parcel A

24. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0022
Parcel number:	952017
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot L of Parcel A

SUBDIVISION GUARANTEE

25. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0023
Parcel number:	952018
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot M of Parcel A

26. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.49
Amount paid:	\$0.00
Amount due:	\$38.49, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0024
Parcel number:	952019
Assessed value of land:	\$50.00
Assessed value of improvement:	\$0.00

Affects Lot N of Parcel A

27. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$248.44
Amount paid:	\$0.00
Amount due:	\$248.44, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0030
Parcel number:	949604
Assessed value of land:	\$28,600.00
Assessed value of improvement:	\$0.00

Affects a portion of Lot P of Parcel A

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28. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$38.41
Amount paid:	\$0.00
Amount due:	\$38.41, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0026
Parcel number:	955371
Assessed value of land:	\$40.00
Assessed value of improvement:	\$0.00

Affects the remainder of Lot P of Parcel A

29. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$43.89
Amount paid:	\$0.00
Amount due:	\$43.89, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	88
Map number:	20-15-07000-0006
Parcel number:	20254
Assessed value of land:	\$610.00
Assessed value of improvement:	\$0.00

Affects Parcel B

30. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,116.16
Amount paid:	\$0.00
Amount due:	\$1,116.16, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0027
Parcel number:	949599
Assessed value of land:	\$107,200.00
Assessed value of improvement:	\$16,900.00

Affects Lot 28 of Parcel C

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31. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,119.63
Amount paid:	\$0.00
Amount due:	\$1,119.63, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0028
Parcel number:	949601
Assessed value of land:	\$107,600.00
Assessed value of improvement:	\$16,900.00

Affects Lot 29 of Parcel C

32. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,022.32
Amount paid:	\$0.00
Amount due:	\$1,022.32, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0029
Parcel number:	949603
Assessed value of land:	\$96,400.00
Assessed value of improvement:	\$16,900.00

Affects Lot A of Parcel C

33. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,018.85
Amount paid:	\$0.00
Amount due:	\$1,018.85, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0006
Parcel number:	18399
Assessed value of land:	\$96,000.00
Assessed value of improvement:	\$16,900.00

Affects Lot E of Parcel C

SUBDIVISION GUARANTEE

34. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,032.74
Amount paid:	\$0.00
Amount due:	\$1,032.74, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0015
Parcel number:	18408
Assessed value of land:	\$97,600.00
Assessed value of improvement:	\$16,900.00

Affects Lot 12 of Parcel D

35. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,032.74
Amount paid:	\$0.00
Amount due:	\$1,032.74, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18010-0016
Parcel number:	18409
Assessed value of land:	\$97,600.00
Assessed value of improvement:	\$16,900.00

Affects Lot 13 of Parcel D

36. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$58.47
Amount paid:	\$0.00
Amount due:	\$58.47, plus interest and penalty, if delinquent
Levy code:	31
Land use/DOR code:	91
Map number:	20-15-07000-0025
Parcel number:	952020
Assessed value of land:	\$2,590.00
Assessed value of improvement:	\$0.00

Affects Parcel E

SUBDIVISION GUARANTEE

37. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,053.61
Amount paid:	\$0.00
Amount due:	\$1,053.61, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18051-0003
Parcel number:	17637
Assessed value of land:	\$109,400.00
Assessed value of improvement:	\$7,500.00

Affects Lot 3 of Parcel F

38. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2018
Amount billed:	\$1,018.87
Amount paid:	\$0.00
Amount due:	\$1,018.87, plus interest and penalty, if delinquent
Levy code:	40
Land use/DOR code:	91
Map number:	20-15-18051-0004
Parcel number:	17638
Assessed value of land:	\$105,400.00
Assessed value of improvement:	\$7,500.00

Affects Lot 4 of Parcel F

39. POTENTIAL TAXES, PENALTIES AND INTEREST incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34.

If the subject property is to continue under the special valuation, the notice of compliance on the forthcoming excise tax affidavit must be properly completed and submitted for approval to the Assessor's office before the time of recordation of the conveyance. Additional time will be required for this process.

If the subject property will not continue under the special valuation, Kittitas County will not accept an instrument of conveyance for recording unless the compensating tax has been paid.

The County Assessor's office requires 15 days advance notice regarding said matter.

Affects portions of Parcel A and Parcel B

40. WAIVER OF DAMAGES AND CONSENT TO LOCATE COUNTY ROAD and the terms and conditions thereof:

Recorded:	May 23, 1941
Recording no.:	161530
Area:	Portions of Sections 7 and 18, Township 20 North, Range 15 East

Refer to the record of said instrument for full particulars.

41. RIGHTS OF THE PUBLIC AND/OR GOVERNMENTAL AGENCIES in and to that portion of said premises lying within the rights-of-way of S.R. 903 and Horvatt Road.

SUBDIVISION GUARANTEE

42. EASEMENT, including terms and provisions contained therein:

Recorded: July 9, 1957
Recording no.: 264899
In favor of: Puget Sound Power & Light Company
For: Electric Transmission and/or Distribution line and all other stated purposes
Affects: Undisclosed portions of Township 20 North, Ranges 14 and 15 East

Refer to the record of said instrument for full particulars.

43. ROAD USE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Roslyn Cascade Coal Company, a Washington Corporation
And: Northern Pacific Railway Company, a Wisconsin Corporation
Recorded: May 23, 1962
Recording no: 297039
Affects: Portions of Section 7, Township 20 North, Range 15 East and other property

Refer to the record of said instrument for full particulars.

44. EASEMENT, including terms and provisions contained therein:

Recorded: May 31, 1985
Recording no.: 581905
In favor of: Plum Creek Timber Company, L.P.
For: Roads and all other stated purposes
Affects: A portion of Section 7, Township 20 North, Range 15 East and other property.

Refer to the record of said instrument for full particulars.

45. EFFECT, IF ANY, OF FINAL DECISION AND ORDER:

Recorded: March 31, 1997
Recording No.: 199703310001

46. EASEMENT, including terms and provisions contained therein:

Recorded: September 17, 1998
Recording no.: 199809170016
In favor of: City of Roslyn
For: Water filter site and all other stated purposes
Affects: A portion of Section 7, Township 20 North, Range 15 East

Refer to the record of said instrument for full particulars.

47. EASEMENT, including terms and provisions contained therein:

Recorded: September 17, 1998
Recording no.: 199809170017
In favor of: City of Roslyn
For: Water filter site and all other stated purposes
Affects: A portion of Section 7, Township 20 North, Range 15 East and other property

Refer to the record of said instrument for full particulars.

SUBDIVISION GUARANTEE

48. EASEMENT AS RESERVED IN DEED, including terms and provisions contained therein:

Recorded: December 27, 2000
Recording no.: 200012270003
In favor of: Plum Creek Timberlands, L.P., a Delaware limited partnership
For: Ingress, egress, utilities, reconstruction, use and maintenance of existing roads and all other stated purposes
Affects: A portion of Section 18, Township 20 North, Range 15 East

Refer to the record of said instrument for full particulars.

PARTIAL ASSIGNMENT OF EASEMENT AND ASSUMPTION AGREEMENT

Recorded: August 17, 2001
Recording no.: 200108170038

NOTICE OF RELOCATION OF EASEMENT:

Recorded: April 26, 2006
Recording No.: 200604260027

AMENDED NOTICE OF RELOCATION EASEMENT:

Recorded: September 30, 2011
Recording No.: 201109300039

MUTUAL ACKNOWLEDGMENT OF RELOCATION OF EASEMENT:

Recorded: January 17, 2014
Recording No.: 201401170020

QUITCLAIM, ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS:

Recorded: December 18, 2014
Recording No.: 201412180025

CORRECTION TO QUITCLAIM, ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS:

Recorded: March 4, 2015
Recording No.: 201503040032

49. EASEMENT AS RESERVED IN DEED, including terms and provisions contained therein:

Recorded: June 21, 2001
Recording no.: 200106210052
In favor of: Plum Creek Timberlands, L.P., a Delaware limited partnership
For: Ingress, egress, utilities, use and maintenance of existing roads and all other stated purposes
Affects: A portion of Section 7, Township 20 North, Range 15 East

Said easement contains a provision for sharing in the cost of maintenance, repair or reconstruction by the common users.

Refer to the record of said instrument for full particulars.

MUTUAL ACKNOWLEDGMENT OF RELOCATION OF EASEMENT:

Recorded: January 17, 2014
Recording No.: 201401170020

QUITCLAIM, ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS:

Recorded: December 18, 2014
Recording No.: 201412180025

CORRECTION TO QUITCLAIM, ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS:

Recorded: March 4, 2015
Recording No.: 201503040032

SUBDIVISION GUARANTEE

50. EASEMENT AS RESERVED IN DEED, including terms and provisions contained therein:

Recorded: June 21, 2001
Recording no.: 200106210053
In favor of: Cle Elum Sapphire Skies, L.L.C., a Washington Limited Liability Company.
For: Ingress, egress, utilities, reconstruction, use and maintenance of existing roads and all other stated purposes
Affects: A portion of Section 7, Township 20 North, Range 15 East

Said easement contains a provision for sharing in the cost of maintenance, repair or reconstruction by the common users.

Refer to the record of said instrument for full particulars.

51. DECLARATION OF COVENANT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: January 10, 2006
Recording no: 200601100052

Affects a portion of Section 18, Township 20 North, Range 15 East

52. EASEMENT MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: R&R Heights Land Company, Inc.
And: Cooper Pass, LLC
Recorded: April 26, 2006
Recording no: 200604260028

Affects portions of Sections 7 and 18, Township 20 North, Range 15 East and other property

53. TERMS, COVENANTS, CONDITIONS AND/OR PROVISIONS, including a covenant to bear pro-rata allocation of the cost of construction, maintenance and/or repair contained in an easement serving said premises:

Recorded: April 26, 2006
Recording no.: 200604260028

Affects portions of Sections 7 and 18, Township 20 North, Range 15 East and other property

54. WATER UTILITY EASEMENT, including terms and provisions contained therein:

Recorded: August 22, 2011
Recording no.: 201108220005

Said instrument is a re-record of recording number(s). 201107180040.

Affects a portion of Section 7, Township 20 North, Range 15 East

55. DECLARATION OF SEWER LINE AND COMMUNITY DRAINFIELD EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: March 7, 2012
Recording no: 201203070016

Affects portions of Section 18, Township 20 North, Range 15 East

56. DECLARATION OF COVENANTS FOR THE MOUNTAIN RIDGE WATER SYSTEM AND THE TERMS AND CONDITIONS THEREOF:

Recorded: January 23, 2013
Recording no: 201301230004

Affects portions of Sections 18 and 7, Township 20 North, Range 15 East

57. DECLARATION OF SHARED DRIVEWAY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: July 16, 2013

SUBDIVISION GUARANTEE

Recording no: 201307160022

Affects Lot 28 of Parcel C

58. DECLARATION OF COVENANT (SEPTIC DRAINFIELD) contained in instrument:

Recorded: July 16, 2013

Recording no(s): 201307160023

Affects portions of Section 18, Township 20 North, Range 15 East

59. GROUNDWATER MITIGATION CERTIFICATE AND THE TERMS AND CONDITIONS THEREOF:

Grantor: Central Cascades Land Company, Inc., a Washington corporation

Grantee: R & R Heights Land Company, Inc., a Washington corporation

Recorded: July 16, 2013

Recording no: 201307160027

Affects portions of Section 18, Township 20 North, Range 15 East

60. DECLARATION OF COVENANT (SEPTIC DRAINFIELD) contained in instrument:

Recorded: December 14, 2016

Recording no: 201612140026

Affects Parcel F

61. LYDIA LANE WATER SYSTEM WATER USERS AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: May 5, 2017

Recording no: 201705050021

Affects Parcel F

62. EASEMENT, including terms and provisions contained therein:

Recorded: August 24, 2017

Recording no.: 201708240044

In favor of: Puget Sound Energy, Inc.

For: One or more utility systems and all other stated purposes

Affects: Affects Lot 3 of Parcel F

Refer to the record of said instrument for full particulars.

63. 20 FOOT WATER AND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: January 25, 2018

Recording no: 201801250011

Refer to the record of said instrument for full particulars.

64. RESERVATIONS AND EXCEPTIONS, including the terms and conditions thereof:

Reserving: Minerals

Reserved by: Joseph H. Dixon

Recorded: December 24, 1886

Recording no.: Volume C, page 122

Note: No examination has been made as to the current ownership of said mineral estate.

Refer to the record of said instrument for full particulars.

65. RESERVATIONS AND EXCEPTIONS, including the terms and conditions thereof:

Reserving: Minerals

Reserved by: Elmer E. Powell

SUBDIVISION GUARANTEE

Recorded: December 24, 1886
Recording no.: Volume D Page 168-170

Note: No examination has been made as to the current ownership of said mineral estate.

Refer to the record of said instrument for full particulars.

66. RESERVATIONS AND EXCEPTIONS, including the terms and conditions thereof:
Reserving: Minerals
Reserved by: Joseph Dixon
Recorded: April 20, 1887
Recording no.: Volume D, Page 299-301

Note: No examination has been made as to the current ownership of said mineral estate.

Refer to the record of said instrument for full particulars.

67. RESERVATIONS AND EXCEPTIONS, including the terms and conditions thereof:
Reserved by: PCTC, Inc., a Delaware corporation
Recorded: June 30, 1989
Recording no.: 521473

Note: No examination has been made as to the current ownership of the minerals, oil and gas rights reserved by said instrument.

Refer to the record of said instrument for full particulars.

68. PRIMARY COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c):
Recorded: October 20, 2004
Recording number(s): 20041020033

Amendment(s) and/or modification(s) of said covenants:
Recording number(s): 201203080018 and 201702210059

69. SECONDARY COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EXCEPTIONS AND/OR EASEMENTS; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c):
Recorded: October 20, 2004
Recording number(s): 200410200034

Amendment(s) and/or modification(s) of said covenants:
Recording number(s): 201203080019 and 201702210060

70. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c):
Recorded: July 18, 2011
Recording number(s): 201107180039

SUBDIVISION GUARANTEE

71. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EXCEPTIONS AND/OR EASEMENTS; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c):
Recorded: October 31, 2017
Recording number(s): 201710310021

72. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS contained and/or delineated on the face of the short plat recorded April 29, 2002, in Book F of Short Plats, page(s) 240-241 under Kittitas County Auditors file no. 200204290002.

73. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS contained and/or delineated on the face of the short plat recorded June 2, 2004, in Book G of Short Plats, page(s) 161-162 under Kittitas County Auditors file no. 200406020035.

74. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: September 26, 1991
Recording no.: 543309
Book: 18
Page: 67-68

75. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: March 6, 1998
Recording no.: 199803060012
Book: 23
Page: 83

76. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: August 24, 1998
Recording no.: 199808240026
Book: 23
Page: 199

77. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: November 2, 2000
Recording no.: 200011020018
Book: 25
Page: 149

78. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: January 2, 2001
Recording no.: 200101020023
Book: 25
Page: 194

79. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: March 13, 2002
Recording no.: 200203130001
Book: 27
Page: 108-109

80. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: August 6, 2002
Recording no.: 200208060021
Book: 27
Page: 239-240

81. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby

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Recorded: April 1, 2003
Recording no.: 200304010032
Book: 28
Page: 211-212

82. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: December 11, 2003
Recording no.: 200312110022
Book: 29
Page: 176

83. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: April 23, 2004
Recording no.: 200404230042
Book: 30
Page: 39

84. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: April 20, 2004
Recording no.: 200404200022
Book: 30
Page: 35-36

85. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: September 16, 2004
Recording no.: 200409160035
Book: 30
Page: 140

86. BOUNDARY LINE ADJUSTMENT SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: March 6, 2006
Recording no.: 200603060021
Book: 32
Page: 74

87. BOUNDARY LINE ADJUSTMENT SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: March 28, 2008
Recording no.: 200803280062
Book: 34
Page: 242

88. BOUNDARY LINE ADJUSTMENT SURVEY and any and all matters relating thereto and disclosed thereby:

Recorded: April 30, 2008
Recording no.: 200804300032
Book: 35
Page: 26-29