



WESTCOR
LAND TITLE INSURANCE COMPANY

GUARANTEE NO.
SG-1-WA1014-5988441

**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 * 39542
Kittitas Title and Escrow, LLC
208 W. 9th Avenue, Suite 6
Ellensburg, WA 98926

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia W. Bower
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) 629-6842

SUBDIVISION GUARANTEE

SCHEDULE A

State: Washington
County: Kittitas

Agent Number	File Number	Guarantee Number	Fee	Subdivision
WA1014	39542	SG-1-WA1014-5988441	\$300.00	Younger Plat

1. Name of Assured:

Jerry Martens and Western Elite Incorporated Services

2. Date of Guarantee: February 07, 2018

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

Western Elite Incorporated Services

4. Description of the land:

Parcel A:

Lots 2, 3, 4 and 5 of YOUNGER PLAT, according to the Plat recorded in volume 11 of Plats at page(s) 243-244, records of Kittitas County, Washington.

Parcel B:

An easement for purposes of ingress and egress over the following described property:

The Westerly 60 feet, of even width, of Parcel 4 of GRM Short Plat No. 1 being a portion of the Northwest Quarter of Section 31, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington, as recorded under Survey, recorded under Kittitas County Auditor's File No. 542182 as granted in instrument under recording No. 553808.

5. Name of Proposed Subdivision Plat or Condominium Map:

Younger Plat

Dated February 07, 2018

Issued By:

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



SUBDIVISION GUARANTEE

Order Number: 39542

Guarantee No.: SG-1-WA1014-5988441

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:	\$466.54
Amount paid:	\$0.00
Amount due:	\$466.54, plus interest and penalty, if delinquent
Levy code:	43
Land use/DOR code:	91
Map number:	20-16-31061-0002
Parcel number:	956668
Assessed value of land:	\$40,500.00
Assessed value of improvement:	\$8,100.00

Affects Lot 2

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

Year:	2018
Amount billed:	\$488.51
Amount paid:	\$0.00
Amount due:	\$488.51, plus interest and penalty, if delinquent
Levy code:	43
Land use/DOR code:	91
Map number:	20-16-31061-0003
Parcel number:	956669
Assessed value of land:	\$45,000.00
Assessed value of improvement:	\$8,100.00

Affects Lot 3

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

Year:	2018
Amount billed:	\$474.30
Amount paid:	\$0.00
Amount due:	\$474.30, plus interest and penalty, if delinquent
Levy code:	43
Land use/DOR code:	91
Map number:	20-16-31061-0004
Parcel number:	956670
Assessed value of land:	\$43,380.00
Assessed value of improvement:	\$8,100.00

Affects Lot 4

SUBDIVISION GUARANTEE

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

Year:	2018
Amount billed:	\$474.30
Amount paid:	\$0.00
Amount due:	\$474.30, plus interest and penalty, if delinquent
Levy code:	43
Land use/DOR code:	91
Map number:	20-16-31061-0005
Parcel number:	956671
Assessed value of land:	\$43,380.00
Assessed value of improvement:	\$8,100.00

Affects Lot 5

5. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	Western Elite Incorporated Services
Trustee:	AmeriTitle
Beneficiary:	Umpqua Bank
Amount:	\$811,000.00
Dated:	October 16, 2017
Recorded:	October 20, 2017
Recording No.:	201710200052
Loan No.:	747035057

ASSIGNMENT OF LEASES AND/OR RENTS AND THE TERMS AND CONDITIONS THEREOF:

Assignor:	Western Elite Incorporated Services
Assignee:	Umpqua Bank
Dated:	October 16, 2017
Recorded:	October 20, 2017
Recording no.:	201710200053

6. ANY CLAIM THAT MAY ARISE from an allegation that any future use of the property herein described constitutes an overburdening of the easement set forth herein as parcel B of Schedule A.

7. MEMORANDUM OF OPTION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between:	Fred S. Talerico, an unmarried person
And:	Central Cascades Land Company Inc.
Recorded:	December 29, 2007
Recording no:	200711290040

MODIFICATION AND/OR AMENDMENT BY INSTRUMENT:

Recorded:	December 3, 2007
Recording No.:	200712030066

8. EASEMENT, including terms and provisions contained therein:

Recorded:	August 26, 1924
Recording no.:	69834
In favor of:	The Pacific Telephone and Telegraph Company, its successors and assigns
For:	Right to erect and maintain poles, with the necessary wires and fixtures thereon, and all other stated purposes
Affects:	The legal description contained in said easement is not sufficient to determine its exact location.

Refer to the record of said instrument for full particulars.

SUBDIVISION GUARANTEE

9. EASEMENT, including terms and provisions contained therein:

Recorded: June 29, 1923
Recording no.: 70142
In favor of: The Pacific Telephone and Telegraph Company, its successors and assigns
For: Right to erect and maintain poles, with the necessary wires and fixtures thereon, and all other stated purposes
Affects: The legal description contained in said easement is not sufficient to determine its exact location.

Refer to the record of said instrument for full particulars.

10. EASEMENT, including terms and provisions contained therein:

Recorded: June 29, 1923
Recording no.: 70143
In favor of: The Pacific Telephone and Telegraph Company, its successors and assigns
For: Right to erect and maintain poles, with the necessary wires and fixtures thereon, and all other stated purposes
Affects: The legal description contained in said easement is not sufficient to determine its exact location.

Refer to the record of said instrument for full particulars.

11. EASEMENT, including terms and provisions contained therein:

Recorded: October 21, 1929
Recording no.: 97743
In favor of: The Pacific Telephone and Telegraph Company, its successors and assigns
For: Right to place and maintain one anchor with the necessary wires and fixtures thereon, and all other stated purposes
Affects: The legal description contained in said easement is not sufficient to determine its exact location.

Refer to the record of said instrument for full particulars.

12. EASEMENT, including terms and provisions contained therein:

Recorded: July 7, 2008
Recording no.: 200807070025
In favor of: Inland Telephone Co.
For: Construct, operate, maintain, repair, replace, improve, remove and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and all other stated purposes
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

13. EASEMENT, including terms and provisions contained therein:

Recorded: July 7, 2008
Recording no.: 200807070026
In favor of: R & R Cable Co.
For: Construct, operate, maintain, repair, replace, improve, remove and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and all other stated purposes
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

SUBDIVISION GUARANTEE

14. EASEMENT, including terms and provisions contained therein:

Recorded: December 10, 2008
Recording no.: 200812100019
In favor of: Puget Sound Energy Inc.
For: Construct, operate, maintain, repair, replace, improve, remove and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and all other stated purposes
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

15. 10 FOOT WATER LINE EASMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: December 4, 2017
Recording no.: 201712060013

Refer to the record of said instrument for full particulars.

16. WATER USERS AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Fred S. Talerico, a single man
And: Allen Lang and Carole Greene, husband and wife
Recorded: December 30, 2008
Recording Number: 200812300018

17. WELLSITE COVENANTS AND RESTRICTIONS contained in instrument:

Recorded: February 10, 2009
Recording number(s): 200902100048

18. RELINQUISHMENT OF ALL EXISTING AND FUTURE RIGHTS to light, view and air, together with the rights of access to and from the state highway constructed on lands conveyed by instrument:

Recorded: October 9, 1964
Recording no.: 316111
In favor of: The State of Washington

19. YOUNGER DITCH EASEMENT AND AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Recorded: July 14, 1964
Recording Number: 314029

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

Reserving: Minerals
Reserved by: Northern Pacific Railway Company
Recorded: October 2, 1897
Recording no.: Volume V, Page 374

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.

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

Reserving: Minerals
Reserved by: Northern Pacific Railway Company
Recorded: March 23, 1903
Recording no.: 10011

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.

SUBDIVISION GUARANTEE

22. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS contained and/or delineated and any and all matters disclosed thereby on the face of the plat recorded in Volume 11 of Plats at page(s) 243-244 in Kittitas County, Washington.

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

Recorded: February 1, 1982

Recording no.: 458705

Book: 10

Page: 15