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JUL 10 2019
Kittitas Co. CDS

CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-46709769

GUARANTEE

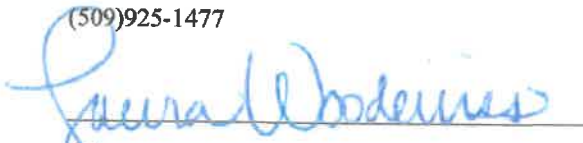
CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

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

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


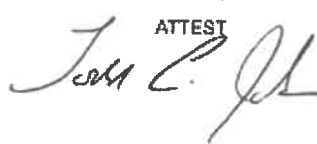
Dated: April 10, 2019

Issued by:
AmeriTitle, Inc.
101 W Fifth Ave.
Ellensburg, WA 98926
(509)925-1477


Authorized Signer

CHICAGO TITLE INSURANCE COMPANY



By: 
President
ATTEST

Secretary

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

Subdivision Guarantee Policy Number: 72156-46709769

SUBDIVISION GUARANTEE

Order No.: 291391AM
Guarantee No.: 72156-46709769
Dated: April 10, 2019

Liability: \$1,000.00
Fee: \$350.00
Tax: \$29.05

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Assured: Encompass Engineering and 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 A:

Parcel H of that certain survey recorded March 21, 1988, in Book 15 of Surveys, page 141, under Auditor's File No. 511364, records of Kittitas County, Washington; being a portion of the South Half of Section 21, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Tract B:

Parcel 1 of that certain Survey recorded November 13, 1990, in Book 17 of Surveys, page 16, under Auditor's File No. 534986, being a portion of Southwest Quarter of Section 21, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

Jay A. Afflerbaugh and Kathleen M. Afflerbaugh, husband and wife as to Tract A and
Mick C. Santa, an unmarried man as to Tract B

END OF SCHEDULE A

(SCHEDULE B)

Order No: 291391AM
Policy No: 72156-46709769



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

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
6. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit:
<http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2019
Tax Type: County
Total Annual Tax: \$1,655.00
Tax ID #: 919036
Taxing Entity: Kittitas County Treasurer
First Installment: \$827.50
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2019
Second Installment: \$827.50
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2019
Affects: Tract A

Subdivision Guarantee Policy Number: 72156-46709769

7. Tax Year: 2019
Tax Type: County
Total Annual Tax: \$2,088.53
Tax ID #: 540536
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,044.27
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2019
Second Installment: \$1,044.26
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2019
Affects: Tract B
8. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.
9. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Northern Pacific Railway Company.
Recorded: December 23, 1898
Book: 1 of Deeds, Page 460
Affects: Tract B
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Postal Telegraph Cable Company, its successors and assigns
Purpose: The right to construct and maintain its lines of telegraph, including the necessary poles and fixtures, over a portion of Section 21, and the right to trim all trees necessary to keep the wires cleared at least 18 inches, and to set necessary guy and brace poles and to attach to trees the necessary guy wires
Recorded: April 27, 1911
Instrument No.: 29533
Book 22 of Deeds, Page 537
Affects: Portion of said premises and other land

Said easement includes the right of ingress and egress to roads now or hereafter located near the Western boundary of said premises and other land, and the right of travel along the pole line provided for therein.
11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power & Light Company, a corporation
Purpose: Electric transmission line
Recorded: November 22, 1922
Book 38 of Deeds, Page 327
Affects: Tract A

12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Pacific Telephone and Telegraph Company
Purpose: Communication systems
Recorded: June 30, 1948
Instrument No.: 202131
Book 79 of Deeds, Page 275
Affects: Tract A
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company, its successors and assigns
Purpose: Communication systems
Recorded: May 12, 1948
Instrument No.: 202133
Book 79 of Deeds, Page 279
Affects: Tract B

Said easement provides in part as follows:
"The undersigned for themselves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip, that no inflammable materials or explosives will be used or stored within ten (10) feet of said strip or within one hundred (100) feet of the above-mentioned repeater housings, and that the land on said strip will not be used in agricultural operations or otherwise to a depth greater than thirty-six (36) inches."
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: for electric transmission and distribution line
Recorded: November 30, 1961
Instrument No.: 293493
Book 109 of Deeds, Page 209
Affects: Tract B

Said Deed provides in part as follows:
"Grantors, their heirs, successors or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the grantee, its successors or assigns, of intention so to do."
15. A decree was entered January 31, 1962, in an action in the Superior Court of Kittitas County, in Civil Cause No. 14959, State of Washington against Human Relations Research Foundation, et al., awarding to said State of Washington, a strip of land for highway right of way and setting the amount to be recovered for the land. Said decree also covers access rights, including air, view and light of the abutting property to the right of way being acquired therein.
Affects: Tract A
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power & Light Company
Purpose: Electric transmission and distribution line
Recorded: January 31, 1969
Instrument No.: 294457
Book 109 of Deeds, Page 428
Affects: Tract A

17. 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.
18. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Book: 15 of Surveys, Page: 141
Instrument No.: 511364
Matters shown:
a) 60' easement for ingress and egress
Affects: Tract A
19. Road Maintenance Agreement, and the terms and conditions contained therein
Recorded: March 3, 1989
Volume 286, Page 823
Instrument No.: 518987
Affects: Tract A
20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
By and between: James D. Perri, Christina L. West, Jeff Ranger and Kara Ranger
Purpose: Irrigation ditch easement
Recorded: March 3, 1989
Instrument No.: 518991
Volume 286, Page 915
Affects: Tract A
21. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: November 13, 1990
Book: 17 of Surveys Page: 16
Instrument No.: 534986
Matters shown:
a) Location of buried telephone cable
Affects: Tract B
22. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Lindsey J. Burchak and Diane Burchak, husband and wife
Purpose: Ingress and egress to the John Wayne Pioneer Trail in Iron Horse State Park
Recorded: January 2, 1992
Instrument No.: 545747
Volume 327, Page 1992
Affects: A thirty (30) foot strip of land directly North and adjacent to the existing Puget Sound Power and Light Company easement and adjacent to the Easterly boundary of said Parcel H to the John Wayne Pioneer Trail (Tract A)

23. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Robert McCann, a single man
Purpose: Ingress and egress to the John Wayne Pioneer Trail in Iron Horse State Park
Recorded: January 2, 1992
Instrument No.: 545748
Volume 327, Page 1994
Affects: A thirty (30) foot strip of land along and adjacent to the Easterly boundary of Parcel H (Tract A)
24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power & Light Company, a Washington corporation
Purpose: For electric transmission and distribution line
Recorded: February 18, 1992
Instrument No.: 546697
Book 328, Page 1959
Affects: A right-of-way ten (10) feet in width (Tract B)
25. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power & Light Company, a Washington corporation
Purpose: Electric transmission and distribution line
Recorded: February 18, 1992
Instrument No.: 546698
Volume 328, Page 1961
Affects: The South 20 feet of said Parcel H (Tract A)
26. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power & Light Company, a Washington corporation
Purpose: Underground electric transmission and/or distribution system
Recorded: March 17, 1992
Instrument No.: 547356
Book 329, Page 1322
Affects: A Right-of-Way 10 feet in width having 5 feet on each side of a centerline as constructed or to be constructed, extended or relocated, lying within said premises and other land (Tract B)
27. The provisions contained in deed,
Dated: July 8, 1997,
Instrument No.: 199707080013.
As follows:
"Purchaser/Grantee shares equally with the other Purchasers of Parcel C-K, in the maintenance of an irrigation ditch, from the KRD delivery point to the Southwest corner of Parcel F shown on that survey recorded at Book 15 of Surveys, at page 141, records of said county and from said Southwest corner of Parcel F to their respective Parcels and such maintenance responsibilities shall not be the responsibility of Seller/Grantor."
Affects: Tract A
28. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: A permanent telecommunications easement, sixteen and one half (16 ½) foot wide
Recorded: May 16, 2008
Instrument No.: 200805160046
Affects: Parcel H (Tract A)

29. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: AT&T Corp. and AT&T Communications – East, Inc. (formerly AT&T Communications, Inc.)
Purpose: The right to operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement
Recorded: October 19, 2009
Instrument No.: 200910190016
Affects: A strip of land sixteen and one-half feet (16 ½') in width affecting said premises and other land (Tract A)
30. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$745,500.00
Trustor/Grantor: Mick C. Santa, an unmarried man
Trustee: AmeriTitle, Inc.
Beneficiary: Cashmere Valley Bank
Dated: July 27, 2018
Recorded: July 30, 2018
Instrument No.: 201807300056
Affects: Tract B
31. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Little Creek, if it is navigable.
Affects: Tract A
32. Any question of location, boundary or area related to the Little Creek, including, but not limited to, any past or future changes in it.
Affects: Tract A
33. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Big Creek, if it is navigable.
Affects: Tract B
34. Any question of location, boundary or area related to the Big Creek, including, but not limited to, any past or future changes in it.
Affects: Tract B
35. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.

END OF EXCEPTIONS

Notes:

- a. 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.
- b. 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: Parcel H, Book 15 of Surveys, pg 141, ptn S Half of Section 21, Township 20N, Range 14E, W.M., and Parcel 1, Book 17 of Surveys, page 16, ptn of SW Quarter of Section 21, Township 20N, Range 14E, W.M.
- c. 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: 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

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