

# CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-47018288

## 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: December 9, 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: 72156-47018288

# SUBDIVISION GUARANTEE

Order No.: 339988AM

Guarantee No.: 72156-47018288

Dated: December 9, 2019

Liability: \$1,000.00

Fee: \$350.00

Tax: \$29.05

Your Reference: 1590 & 1540 Via Kachess Rd, Easton, WA 98925

Assured: Encompass Engineering & Surveying

The assurances referred to on the face page are:

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

Parcel A:

Lot 25, KACHESS RIDGE, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 7 of Plats, pages 21 through 26, records of said County.

Parcel B:

Lots 1 and 2, of GUSTAFSON SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. 97-31, as recorded September 3, 1998, in Book E of Short Plats, page 247, under Auditor's File No. 199809030014, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of the Southeast Quarter, Section 7, Township 21 North, Range 13 East, W.M., in the County of Kittitas, State of Washington; being Lot 26, KACHESS RIDGE, as per plat thereof recorded in Book 7 of Plats, Pages 21 through 26.

Title to said real property is vested in:

Lonnie Gienger, who acquired title as Lon Paul Gienger and Michelle Gienger, husband and wife, as to Parcel A

John W. McKenna, Jr. and Patricia L. McKenna, husband and wife, as to Parcel B

**END OF SCHEDULE A**

**(SCHEDULE B)**

Order No: 339988AM  
Policy No: 72156-47018288

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: \$4,078.77  
Tax ID #: 706635  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$2,039.39  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2019  
Second Installment: \$2,039.38  
Second Installment Status: Paid  
Second Installment Due/Paid Date: October 31, 2019  
Affects: Parcel A

7. Tax Year: 2019  
Tax Type: County  
Total Annual Tax: \$1,276.85  
Tax ID #: 13565  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$638.43  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2019  
Second Installment: \$638.42  
Second Installment Status: Paid  
Second Installment Due/Paid Date: October 31, 2019  
Affects: Parcel B
8. Tax Year: 2019  
Tax Type: County  
Total Annual Tax: \$1,496.51  
Tax ID #: 13566  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$748.26  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2019  
Second Installment: \$748.25  
Second Installment Status: Paid  
Second Installment Due/Paid Date: October 31, 2019  
Affects: Parcel B
9. Liens, levies and assessments of the Kachess Ridge Maintenance Association.
10. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: August 1, 1977  
Book: 7 Page: 21 through 26  
Instrument No.: 415023  
Matters shown: "An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY and PACIFIC NORTHWEST BELL COMPANY, and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of said boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain overhead or underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated, also hereby granted is the right to use the street for the same purposes."
11. 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 1, 1977, in Book 86, page 780  
Instrument No.: 415024  
  
Modification(s) of said covenants, conditions and restrictions (Including the right of assessment and lien)  
Recorded: July 25, 2002  
Instrument No: 200207250016

12. 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.
13. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Gustafon Short Plat,  
Recorded: September 3, 1998  
Book: E of Short Plats Page: 247  
Instrument No.: 199809030014  
Matters shown:
  - a) Notes contained thereon
  - b) Dedication contained thereon
14. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$334,500.00  
Trustor/Grantor: Lon Paul Gienger and Michelle Gienger, husband and wife  
Trustee: Fidelity National Title Insurance Company, a California corporation  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Amerisave Mortgage Corporation  
Dated: December 10, 2012  
Recorded: December 31, 2012  
Instrument No.: 201212310029  
Affects: Parcel A
15. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$213,464.00  
Trustor/Grantor: Lon Paul Gienger and Michelle Gienger, husband and wife  
Trustee: U.S. Bank Trust Company, National Association  
Beneficiary: U.S. Bank National Association  
Dated: December 20, 2013  
Recorded: January 9, 2014  
Instrument No.: 201401090013  
Affects: Parcel A  

This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires satisfactory written statement from the existing lender confirming; (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance, (d) satisfactory documentation from the borrower to close the account.
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 Energy, Inc., a Washington Corporation  
Purpose: Utility Systems  
Recorded: October 18, 2018  
Instrument No.: 201810180034  
Affects: Parcel B

17. Kittitas County Public Health Department Water Metering Agreement, including the terms and provisions thereof,  
Recorded: October 25, 2019  
Instrument No.: 201910250041  
Between: John W. McKenna  
And: The County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Health Department  
Affects: Parcel B

**END OF EXCEPTIONS**

**Notes:**

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

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.

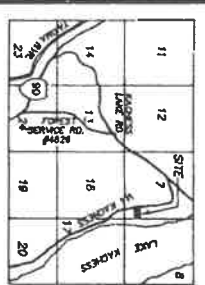
To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

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: Lot 25 and Lot 26, KACHESS RIDGE, Book 7 of Plats, pages 21-26; Lots 1 and 2, GUSTAFSON SHORT PLAT, Book E of Short Plats, page 247; ptn of the SE Quarter of the SE Quarter, Section 7, Township 21 N, Range 13 E, W.M.

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**

# VICINITY MAP



# APPROVALS

KITTITAS COUNTY DEPT. OF PUBLIC WORKS  
 COUNDED AND APPROVED THIS 16<sup>TH</sup> DAY OF  
 MAY, 1998

SECTION OF COUNTY PLANNING DIRECTOR  
 APPROVED AND APPROVED THIS 16<sup>TH</sup> DAY OF  
 MAY, 1998

SECTION OF COUNTY HEALTH DEPARTMENT  
 APPROVED AND APPROVED THIS 16<sup>TH</sup> DAY OF  
 MAY, 1998

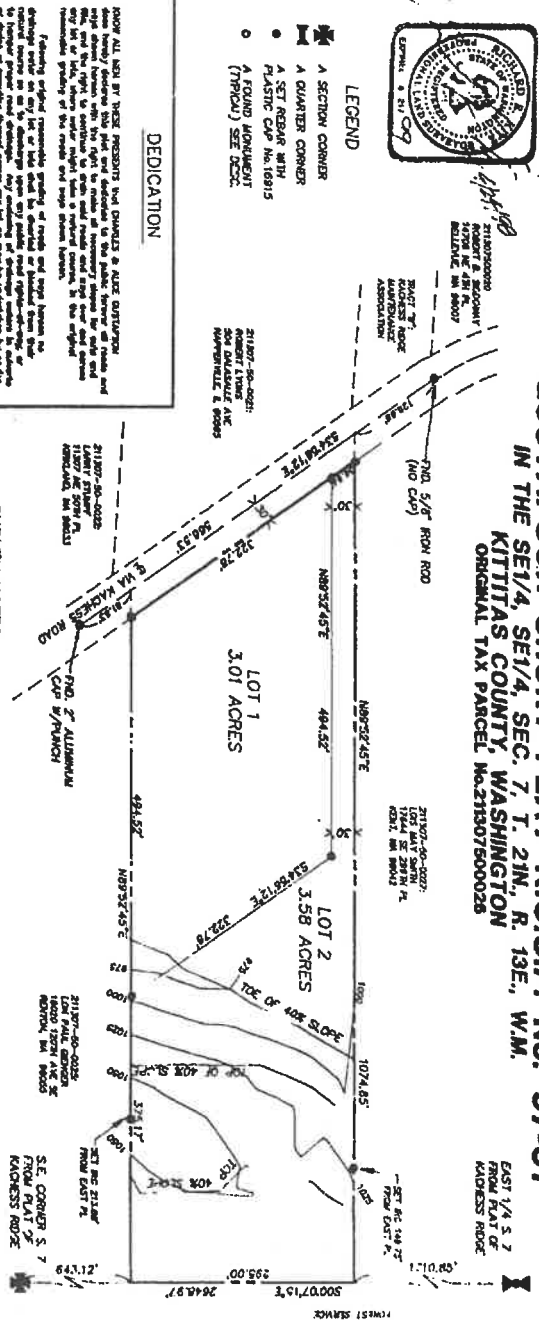
SECTION OF COUNTY ENGINEER  
 APPROVED AND APPROVED THIS 16<sup>TH</sup> DAY OF  
 MAY, 1998

SECTION OF COUNTY TREASURER  
 APPROVED AND APPROVED THIS 16<sup>TH</sup> DAY OF  
 MAY, 1998

SECTION OF COUNTY CLERK  
 APPROVED AND APPROVED THIS 16<sup>TH</sup> DAY OF  
 MAY, 1998



- ### LEGEND
- ★ A SECTION CORNER
  - ✶ A QUARTER CORNER
  - A SET BEARING WITH PLASTIC CUP NO. 16915
  - A SOUND HOUSING (TYPICAL) SEE DESC.



# GUSTAFSON SHORT PLAT K.C.S.P. No. 97-31

IN THE SE1/4, SE1/4, SEC. 7, T. 21N., R. 13E., W.M.  
 KITTITAS COUNTY, WASHINGTON  
 ORIGINAL TAX PARCEL No. 21307500026

### DEDICATION

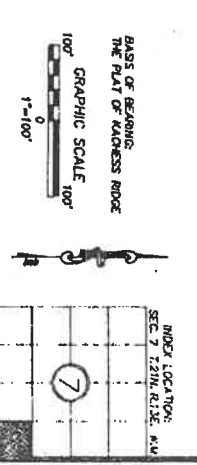
FROM ALL AND BY THESE PRESENTS THE DONORS & ALICE GUSTAFSON...  
 TO THE PUBLIC OF THE STATE OF WASHINGTON...  
 THE DONORS & ALICE GUSTAFSON...  
 HAVE HEREBY DEDICATED TO THE PUBLIC OF THE STATE OF WASHINGTON...  
 THE TRACT OF LAND...  
 DESCRIBED AS FOLLOWS...  
 BEING THE TRACT OF LAND...  
 DESCRIBED IN SHORT PLAT K.C.S.P. NO. 97-31...  
 AND THE TRACT OF LAND...  
 DESCRIBED IN SHORT PLAT K.C.S.P. NO. 97-31...  
 TOGETHER WITH ALL RIGHTS AND INTERESTS...  
 THEREIN...  
 TO THE PUBLIC OF THE STATE OF WASHINGTON...  
 FOR THE PURPOSES OF...  
 AND THE TRACT OF LAND...  
 DESCRIBED IN SHORT PLAT K.C.S.P. NO. 97-31...  
 TOGETHER WITH ALL RIGHTS AND INTERESTS...  
 THEREIN...  
 TO THE PUBLIC OF THE STATE OF WASHINGTON...  
 FOR THE PURPOSES OF...  
 AND THE TRACT OF LAND...  
 DESCRIBED IN SHORT PLAT K.C.S.P. NO. 97-31...  
 TOGETHER WITH ALL RIGHTS AND INTERESTS...  
 THEREIN...  
 TO THE PUBLIC OF THE STATE OF WASHINGTON...  
 FOR THE PURPOSES OF...

### SURVEY NOTES:

1. ALL FIELD WORK WAS PERFORMED DURING AUGUST AND SEPTEMBER OF 1997.
2. ADJUSTMENTS, USING A LEFT SET 20' PLATE SECOND TO THE STATION WITHIN THE CHAIN, WERE MADE TO THE ORIGINAL ADJUSTMENT STANDARDS AS SET FORTH BY IAC 332-13X.
3. SET PROPERTY CORNERS CONSIST OF A 1/2" x 30" BEARING WITH A PLASTIC L.S. CUP NO. 16915.
4. THE 40% SLOPE AREAS AS SHOWN WERE FIELD ADJUSTED AND LOCATED AS A PART OF THE ORIGINAL FIELD TRIANGLE.
5. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OR ENCUMBRANCES OF RECORD OR UNRECORDED.
6. THE LEGAL DESCRIPTION AS SHOWN IS AS PROVIDED BY THE PROPERTY OWNERS.

### LEGAL DESCRIPTION

LOT 20, KAGNESS ROADS, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 7 OF PLAT, PAGES 21 THROUGH 28, RECORDS OF SAID COUNTY.



### K.C.S.P. NO. 97-31

IN THE SE1/4, SE1/4, SEC. 7, T. 21N., R. 13E., W.M.  
 KITTITAS COUNTY, WASHINGTON

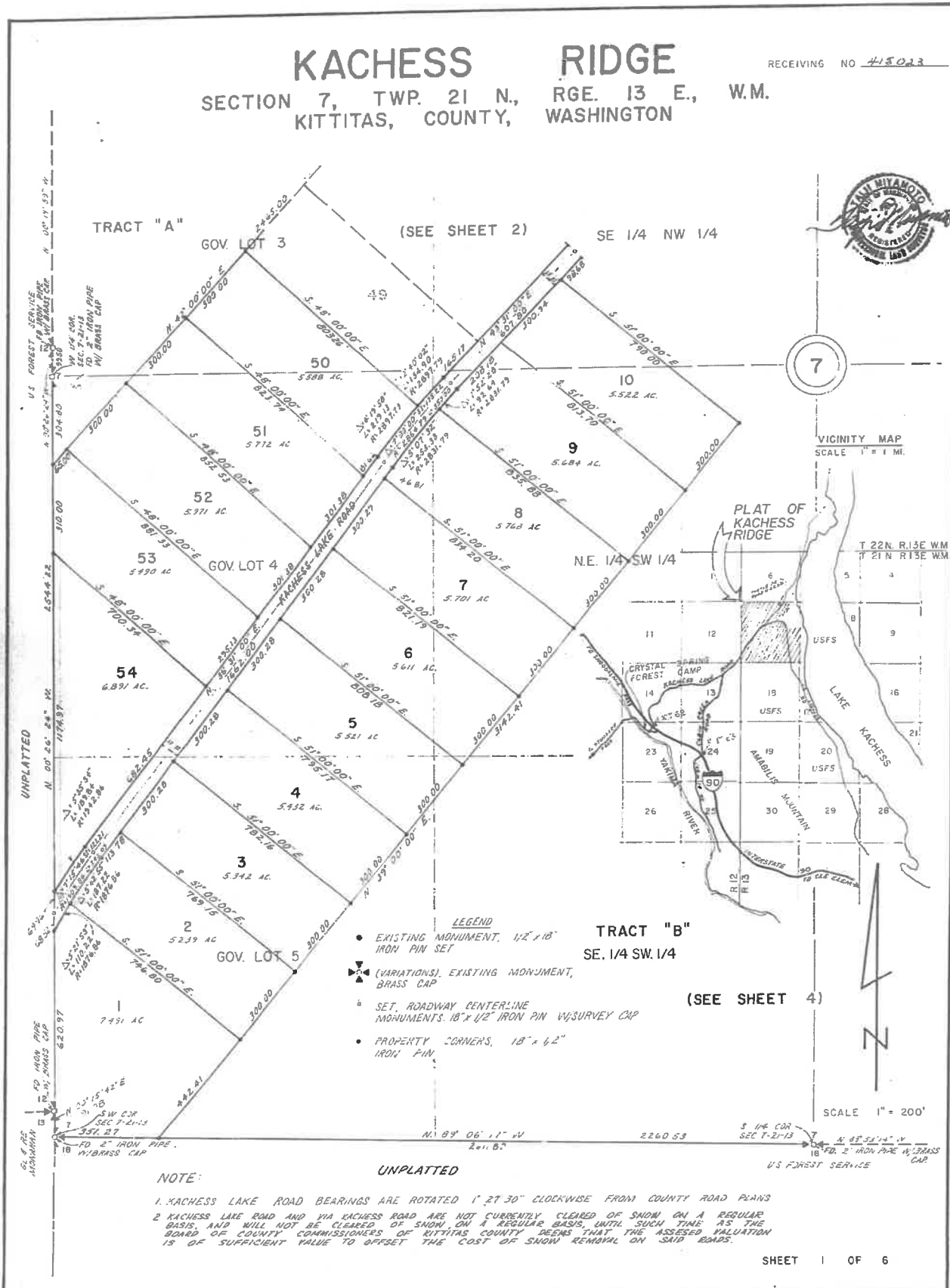
|            |            |       |         |         |        |
|------------|------------|-------|---------|---------|--------|
| OWN BY     | L. ORRISON | DATE  | 9/9/97  | JOB NO. | 97502  |
| CREATED BY | R. KITZ    | SCALE | 1"=100' | SHEET   | 1 OF 1 |

E/247  
 199809030014

# KACHESS RIDGE

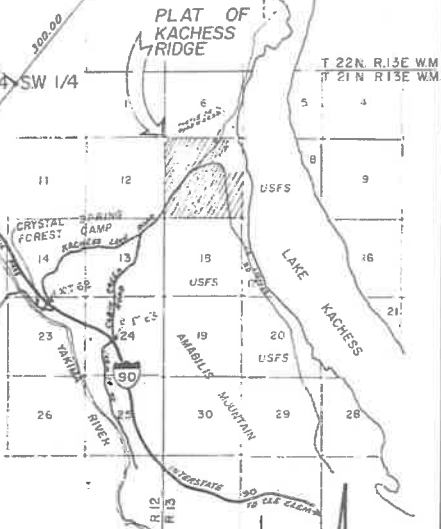
SECTION 7, TWP. 21 N., RGE. 13 E., W.M.  
KITTITAS COUNTY, WASHINGTON

RECEIVING NO 415023



7

VICINITY MAP  
SCALE 1" = 1 MI.



- LEGEND**
- EXISTING MONUMENT, 1/2" x 1/8" IRON PIN SET
  - ▲ (VARIATIONS), EXISTING MONUMENT, BRASS CAP
  - ⊖ SET, ROADWAY CENTERLINE MONUMENTS, 1/8" x 1/2" IRON PIN W/ SURVEY CAP
  - PROPERTY CORNERS, 1/8" x 1/2" IRON PIN

**TRACT "B"**  
SE. 1/4 SW. 1/4

(SEE SHEET 4)

SCALE 1" = 200'

**NOTE:**

1. KACHESS LAKE ROAD BEARINGS ARE ROTATED 1° 27' 30" CLOCKWISE FROM COUNTY ROAD PLANS
2. KACHESS LAKE ROAD AND VIA KACHESS ROAD ARE NOT CURRENTLY CLEARED OF SNOW ON A REGULAR BASIS, AND WILL NOT BE CLEARED OF SNOW ON A REGULAR BASIS, UNTIL SUCH TIME AS THE BOARD OF COUNTY COMMISSIONERS OF KITTITAS COUNTY DEEMS THAT THE ASSESSED VALUATION IS OF SUFFICIENT VALUE TO OFFSET THE COST OF SNOW REMOVAL ON SAID ROADS.



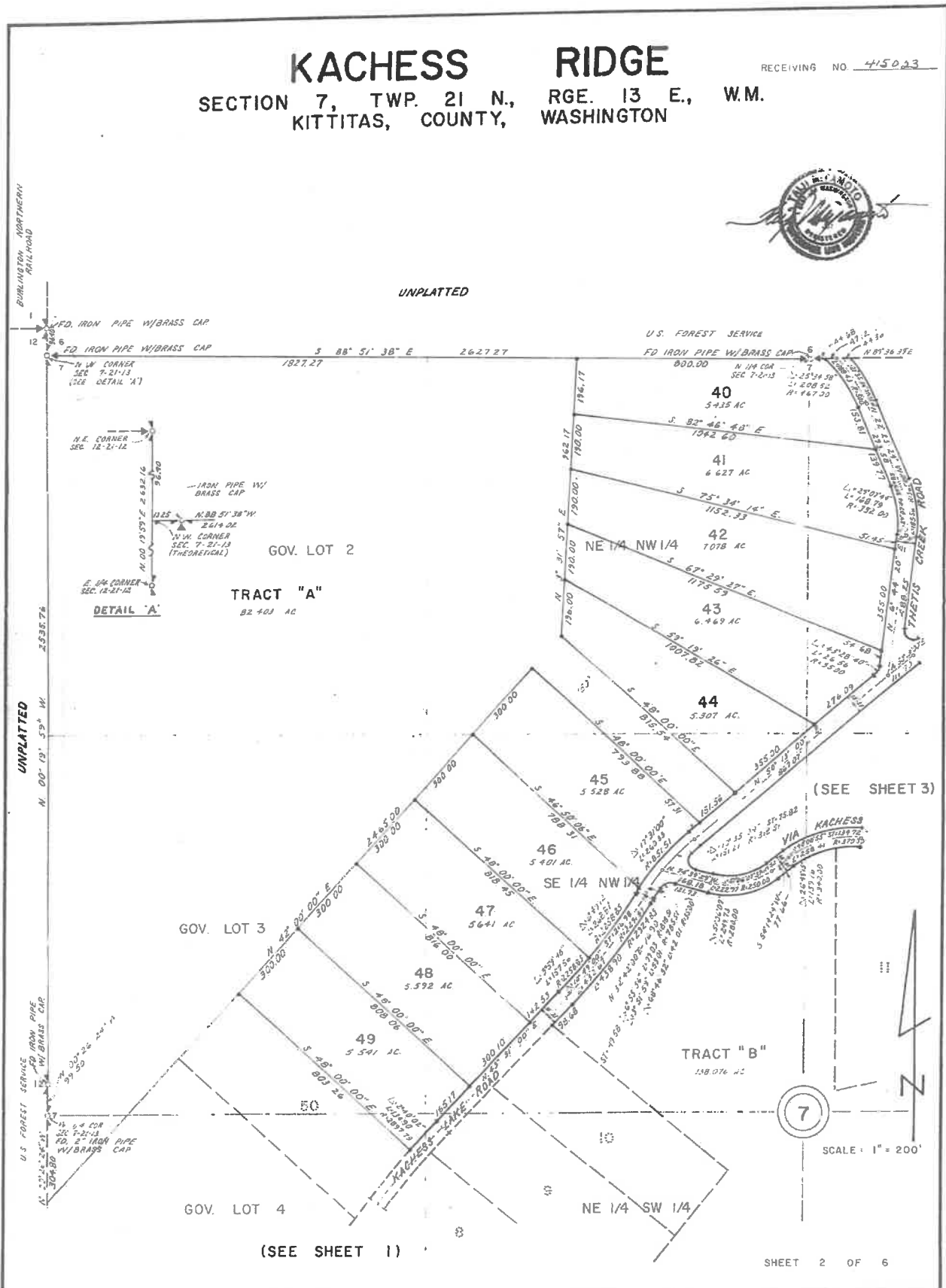
# KACHESS RIDGE

SECTION 7, TWP. 21 N., RGE. 13 E., W.M.  
KITTITAS, COUNTY, WASHINGTON

RECEIVING NO. 415023



UNPLATTED



(SEE SHEET 1)

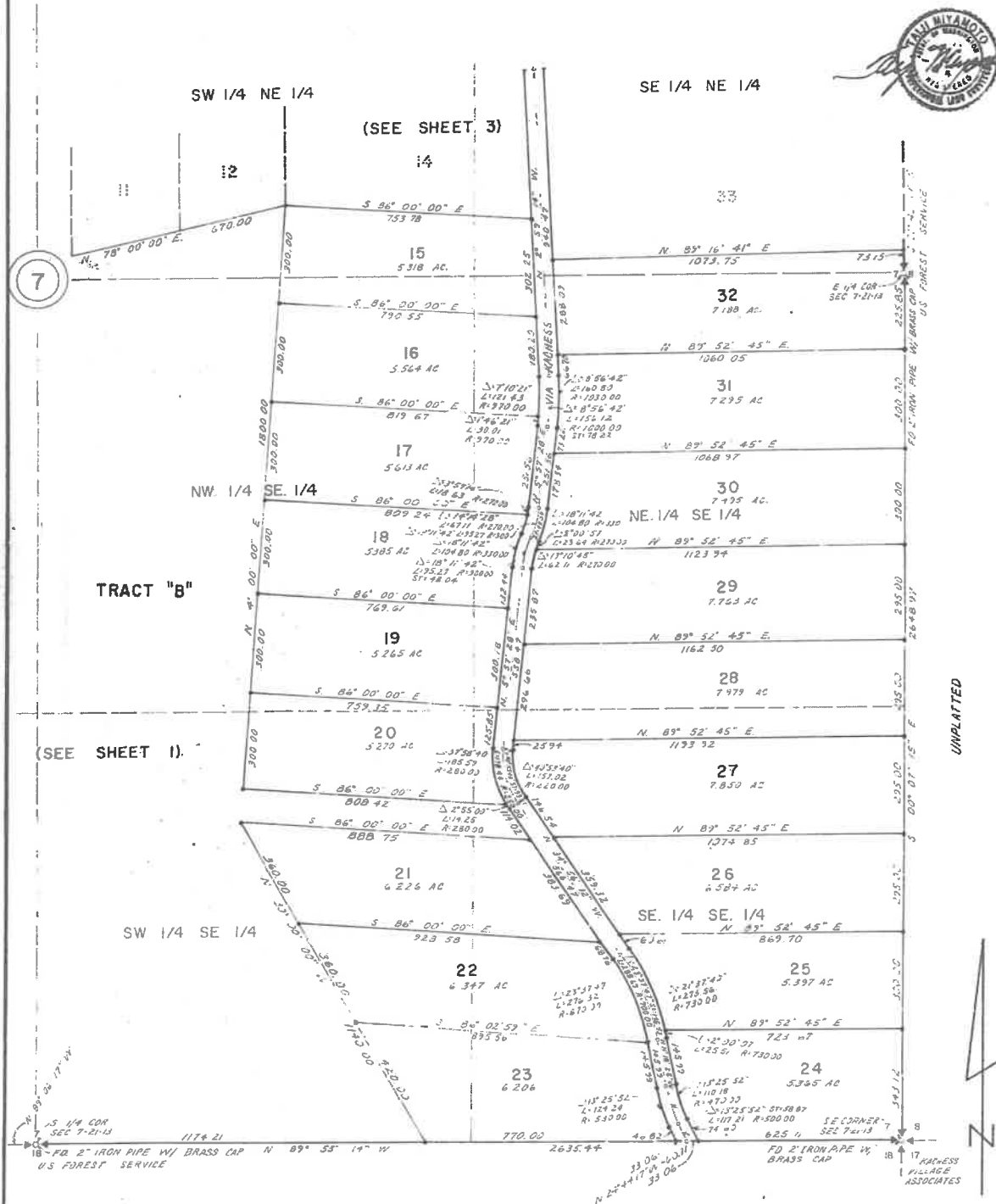
SHEET 2 OF 6



# KACHESS RIDGE

RECEIVING NO 415023

SECTION 7, TWP. 21 N., RGE. 13 E., W.M.  
KITTITAS, COUNTY, WASHINGTON



UNPLATTED

SCALE 1" = 200'

# KACHESS RIDGE

SECTION 7, TWP. 21 N., RGE. 13 E., W.M.  
KITKITAS, COUNTY, WASHINGTON

RECEIVING NO 415023

**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:** That part of Section 7, Township 21 North, Range 13 East of W. N., lying south of that certain road right of way conveyed to United States of America and recorded in Volume 122 of deeds, page 453 and westerly of the boundary of the Department of Interior, United States Department of Reclamation Yakima Storage Project, Kachess Reservoir as shown by the records of Kittitas County, Washington and more particularly described on that certain plat prepared by the Department of Interior No. D2a57 attached to deed recorded April 16, 1917 in Volume 31 of Deeds, page 295, records of said county and state. EXCEPT that certain part of the north half of government Lot 1 of said section conveyed to J. W. Gale by quit claim deed recorded under Auditor's File No. 79166, records of said county and state;

TOGETHER WITH that part of Section 7, Township 21 North, Range 13 East, Willamette Meridian, Kittitas County, Washington, lying north of that certain road right of way conveyed to United States of America, recorded in Volume 122 of Deeds, page 453, records of Kittitas County, Washington:

EXCEPT that certain road right of way deeded to Kittitas County, Washington, recorded in Volume 44 of Deeds, pages 299, 300, 301, and 302, records of Kittitas County, Washington.

ALSO EXCEPT that certain road right of way deeded to the United States of America recorded in Volume 123 of Deeds, pages 385, 386, 387 and 388, records of Kittitas County, Washington.

ALSO EXCEPT that portion of the northeast quarter of said Section 7, being more particularly described as follows:

Beginning at the east quarter corner of said Section 7, thence along the east line of said Section 7 north 00° 43' 19" west 473.15 feet to the true point of beginning; thence south 89° 16' 41" west 1,089.57 feet, to the east margin of the county road (via Kachess); thence along said road margin north 02° 59' 14" west 185.37 feet to the beginning of a curve concave to the southwest having a radius of 620.00 feet; thence northwesterly and southwesterly 1,202.81 feet along said curve through a central angle of 111° 09' 18"; thence leaving said road margin north 40° 36' 24" east 299.28 feet; thence north 63° 38' 24" east 248.75 feet; thence north 56° 56' 24" east 342.51 feet; thence north 46° 41' 24" east 391.96 feet to the south line of the north half of Government Lot 1; thence along said south line north 89° 47' 50" east 876.84 feet to the west boundary of aforementioned Yakima Storage Project, Kachess Reservoir; thence along said west boundary south 35° 59' 17" east 40.84 feet; thence south 17° 29' 17" east 81.00 feet; thence south 16° 18' 17" east 146.00 feet to the east line of said Section 7; thence along said east line of Section 7 south 00° 43' 19" east 1,251.00 feet to the point of beginning.

SUBJECT TO terms and conditions of Easement deed dated March 3, 1943 and recorded in Book 78 of Deeds, page 2, under Auditor's File No. 199852.

**CERTIFICATE OF LAND SURVEYOR**

I hereby certify that the Plat of Kachess Ridge is based on actual survey and subdivision of Section 7, Township 21 North, Range 13 E. W. N., that the distances and courses and angles are shown thereon correctly; that the monuments have been set and lot and block corners staked on the ground.

Licensed Land Surveyor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_



**CERTIFICATE OF FURTHER RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS: That this plat of Kachess Ridge, Kittitas County, Washington is subject to additional restrictions entitled Kachess Ridge Protective Covenants which are filed with the Kittitas County Auditor and which are hereby made a part of this plat.

Recording No. 415024

This is to certify that the above mentioned restrictions have been filed this 1 day of August, A.D., 1922, at 4 minutes past 4:00 o'clock PM, in Volume 86, pages 782, 783, 784, 785, records of Kittitas County, Washington.

Melvin A. Johnson  
Kittitas County Auditor

**FILING CERTIFICATE FOR COUNTY RECORDING**

Filed for records at the request of the Kittitas County Board of Commissioners, this 1 day of August, A. D., 19 22, at 06 minutes past 4:00 o'clock, and recorded in Volume 7 of plats, on pages 21, 22, 23, 24, 25, 26, records of Kittitas County, Washington.

Melvin A. Johnson  
Kittitas County Auditor

Receiving No. 415023

By: D. W. Wilson  
Deputy County Auditor

**EASEMENT PROVISIONS**

An easement is hereby reserved for and granted to Puget Sound Power and Light Company and Pacific Northwest Bell Company, and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of said boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain overhead or underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated, also hereby granted is the right to use the streets for the same purposes.

# KACHESS RIDGE

SECTION 7, TWP. 21 N., RGE. 13 E., W.M.  
KITTITAS, COUNTY, WASHINGTON

RECEIVING NO. 415023

**DECLARATION**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Boise Cascade Corporation, a Delaware Corporation, owner in fee simple of the land hereby platted, and American Pacific Corporation, a Washington Corporation, contract purchasers, hereby declare this plat, and grant to the lot owners an undivided interest in Tracts "A", "B", and "C" for open area and recreational purposes, except for those purposes and uses as outlined and restricted in the protective covenants of this plat:

Together with the non-exclusive easement rights to the use of a portion of Section 17, Township 21 North, Range 13 East, W. M., as described in Easement Exchange Agreement as recorded under Auditor's File No. 408259 in Volume 76,

pages 153, 154, 155, and 156, official records of Kittitas County, Washington.

IN WITNESS WHEREOF we have hereunto set our hands and official seals this 22<sup>nd</sup> day of July, A.D., 1977.

BOISE CASCADE CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

AMERICAN PACIFIC CORPORATION

By: \_\_\_\_\_

John M. Worsley  
Vice President

By: \_\_\_\_\_

A.L. Motels, Vice President

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON }  
COUNTY OF Ada } ss.

On this 1<sup>st</sup> day of July, A. D., 1977, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared J. E. Motels and T. J. ... to me known to be the Senior Vice President and Assistant Secretary of Boise Cascade Corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Frank Stank  
Notary Public in and for the  
State of Idaho,  
residing at Boise

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1977, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared John M. Worsley, to me known to be the Vice President of American Pacific Corporation, a Washington Corporation, the corporation that executed the foregoing instrument and acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument that the seal affixed is the seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_

**APPROVALS**

EXAMINED AND APPROVED this 27 day of July, A.D., 1977

Arden E. Blossom  
Kittitas County Engineer

I hereby certify that the Plat of Kachess Ridge has been examined by me and find that it conforms to the comprehensive plan of Kittitas Planning Commission.

Dated this 1<sup>st</sup> day of August, A.D., 1977

...  
Kittitas County Planning Director

I hereby certify that the taxes and assessments are paid for the preceding years and for this year in which the plat is now to be filed.

Dated this 1<sup>st</sup> day of August, A.D., 1977

...  
Kittitas County Treasurer

I hereby certify that the Plat of Kachess Ridge has been examined by me and I find that this plat complies with all requirements of the County Health Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1977

...  
Kittitas County Health Officer

Examined and approved this 1 day of August, A.D., 1977.

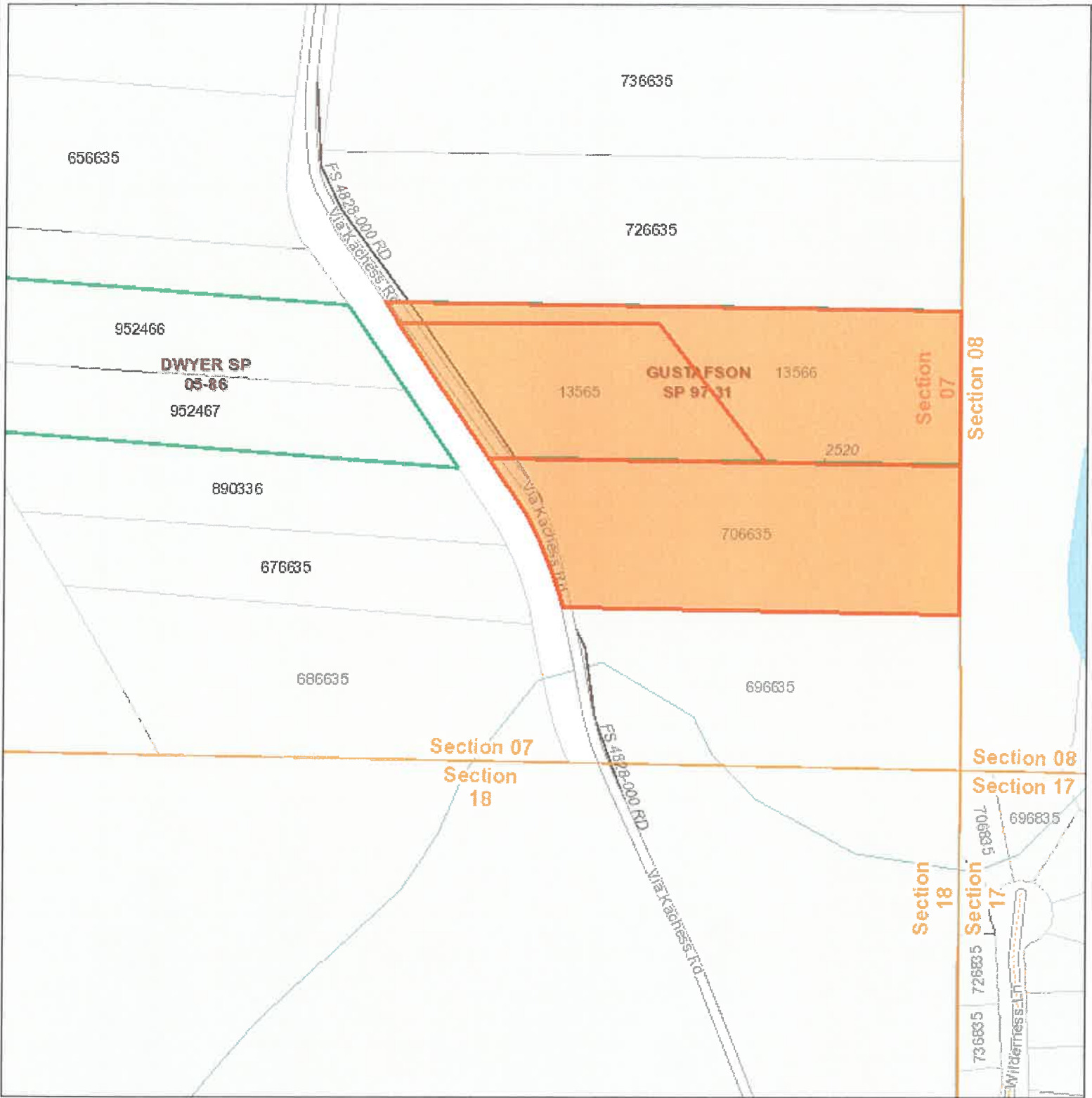
BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

By: Frank Geisich  
Chairman

ATTEST:

Melina A. Johnson  
Clerk of the Board

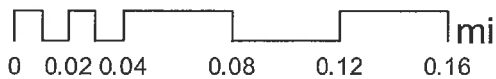
# Parcels 706635, 13565 & 13566



Date: 12/11/2019

1 inch = 376 feet  
Relative Scale 1:4,514

**Disclaimer:**  
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



KITTITAS COUNTY AUDITOR  
FILED REQUEST INT.  
Cone-Cole  
1001 JUN 23 PM 3:13

RE EXCISE TAX PAID

Amount 581.40  
Date 6-28-91  
Affidavit No. 32220  
SALLY SCHORMANN, TREAS.  
KITTITAS COUNTY TREASURER  
By S. Schormann

SPECIAL WARRANTY DEED

THE GRANTOR, SEATTLE-FIRST NATIONAL BANK, Personal Representative of the Estate of JOHN GRAHAM, Deceased for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, in had paid, grants, bargains, conveys and conforms to LON PAUL GIENGER and MICHELLE GIENGER husband and wife, the following described real estate, situated in the County of Kittitas, State of Washington:

Lot 25, KACHESS RIDGE, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 7 of Plats, pages 21 through 26, records of said county.

INCLUDING improvements and appurtenances, but subject to restrictions, reservations, easements and rights of way apparent or of record if any.

SUBJECT TO: Terms and conditions of road right of way easement as recorded under Kittitas County Auditor's File No. 355864; terms, restrictions and covenants as contained in dedication and easement provisions of Plat of Kachess Ridge, as recorded in Book 7 of Plats, page 21 through 26, records of said county; Declaration of Covenants, conditions and restrictions as recorded under Kittitas County Auditor's File No. 415024; appurtenant easement recorded under Auditor's File No. 408259 and amended under Auditor's File No. 416920; pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State vs. Acquavella, et al., as the same pertains to water rights.

The grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said grantor and not otherwise, and will forever warrant and defend the said described real estate.

he grantee in purchasing the Property is not relying on grantor or its agents as to the condition of the Property, soils and geology, lot size or suitability of the Property.

No person acting on behalf of grantor is authorized to make, and by execution hereof, grantee acknowledges that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property, except as may be expressly set forth herein. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of grantor which is not contained herein shall be valid or binding on grantor.

*Ret.*

Law Offices of  
CONE, GILREATH, ELLIS, COLE & KORTE  
105 East First Street • P.O. Box 337  
Cle Elum, Washington 98922  
Telephone (509) 674-5501  
Fax (509) 674-2435

37  
VOL 323 PAGE

John Graham died January 29, 1991 leaving a non-intervention will admitted to probate February 12, 1991 under King County Probate Cause No. 91-4-00859-8. Seattle-First National Bank is authorized as Personal Representative to administer the estate without intervention of court and to mortgage, sell and convey or contract to convey decedent's interest in said above described premises.

DATED this 12<sup>th</sup> day of June, 1991.

SEATTLE-FIRST NATIONAL BANK,  
A Washington Corporation  
Personal Representative of the  
Estate of JOHN GRAHAM, DECEASED.

By: James E. Strock  
JAMES E. STROCK, Vice President  
James L. Gildenvan  
JAMES L. GILDENVAN, Asst. Vice President

STATE OF WASHINGTON )  
                                  ) ss.  
County of King )

I certify that I know or have satisfactory evidence that James E. Strock and James L. Gildenvan are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President and Asst Vice President of SEATTLE-FIRST NATIONAL BANK, a Washington corporation, the personal representative of the Estate of John Graham to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: June 12<sup>th</sup>, 1991.



Claudia Baku Singh  
NOTARY PUBLIC in and for the State of  
WASHINGTON  
My appointment expires: 9-29-91



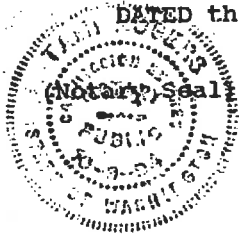
*L. P. Gienger*  
LON PAUL GIENGER

*Michelle Gienger*  
MICHELLE GIENGER

STATE OF WASHINGTON )  
County of King ) ss.

I certify that I know or have satisfactory evidence that LON PAUL GIENGER and MICHELLE GIENGER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 24<sup>th</sup> day of June, 1991.



*L. P. Gienger*  
Notary Public in and for the State of Washington.

My Commission Expires: 10-9-94



200012210010  
Page: 1 of 3  
12/21/2000 11:24A  
KDSD 10.00

Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO:

John W McKenna, Jr  
131 SW 156th St., Suite 100  
Seattle Wa 98166

Prepared by: KENNETH D. BECKLEY, Attorney at Law

|  |  |
|--|--|
| DOCUMENT TITLE(S):                                   | STATUTORY WARRANTY DEED  |
| GRANTOR(S):  | CHARLES R. GUSTAFSON and ALICE F. GUSTAFSON, husband and wife  |
| GRANTEE(S):  | JOHN W. McKENNA, JR. and PATRICIA L. McKENNA, husband and wife   |
| LEGAL DESCRIPTION:                                   | Lots 1 and 2, GUSTAFSON SHORT PLAT, Book E, Page 247; Ptn. SE1/4 of SE1/4, Sec. 7, Twp. 21 N, Range 13 E |
| ASSESSOR'S TAX PARCEL NUMBER:                        | 21-13-07054-0001 & 21-13-07054-0002  |
| REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED: | N/A  |

10-  
AMT 85769E

STATUTORY WARRANTY DEED

THE GRANTOR, CHARLES R. GUSTAFSON and ALICE F. GUSTAFSON, husband and wife, as part of an I.R.C. Section 1031 Tax-Deferred Exchange and other valuable consideration, in hand paid, conveys and warrants to JOHN W. McKENNA, JR. and PATRICIA L. McKENNA, husband and wife, the following described real estate, situated in the County of Kittitas, State of Washington:

Lots 1 and 2, of GUSTAFSON SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. 97-31, as recorded September 3, 1998, in Book E of Short Plats, page 247, under Auditor's File No. 199809030014, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of the Southeast Quarter, Section 7, Township 21 North, Range 13 East, W.M., in the County of Kittitas, State of Washington; being Lot 26, KACHESS RIDGE, as per plat thereof recorded in Book 7 of Plats, Pages 21 through 26. <sup>AMT</sup>  
SUBJECT TO all covenants, dedications, reservations, restrictions, exceptions, easements and rights of way apparent or of record and as set forth on Exhibit "A" attached and by this reference incorporated herein.

SUBJECT TO the pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded. June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. In the event that Seller/Grantor is or should be a party to the Acquavella water right litigation, all responsibility for substituting or including Purchaser/Grantee as an additional party and for prosecuting any water right claims with respect to said litigation, shall be the sole responsibility of the parties and not of the real estate agents, brokers, attorney, and/or closing agent.



DATED this 15<sup>th</sup> day of December, 2000.

Charles R. Gustafson  
CHARLES R. GUSTAFSON

Alice F. Gustafson  
ALICE F. GUSTAFSON

STATE OF WASHINGTON )  
County of King ) ss.

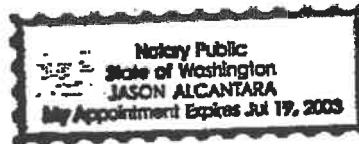
On this day personally appeared before me CHARLES R. GUSTAFSON and ALICE F. GUSTAFSON, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15<sup>th</sup> day of December, 2000.

Notary Seal:

Jason Alcantara  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle  
My commission expires July 19, 2003.  
Printed name: Jason Alcantara

RE EXCISE TAX PAID  
Amount 4437.00  
Date 12-21-00  
Affidavit No. 11770  
KITTITAS COUNTY TREASURER:  
By S. Johnson





**Exhibit "A"**

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 Kachess Ridge Maintenance Association.

Terms, restrictions and covenants contained in Dedication and Easement provisions of Plat of Kachess Ridge, recorded August 1, 1977 in Book 7 of Plats, pages 21 through 26, records of Kittitas County, Washington, which include the following:

"An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY and PACIFIC NORTHWEST BELL COMPANY, and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of said boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain overhead or underground conduits, cables, and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated, also hereby granted is the right to use the street for the same purposes."

Covenants, conditions, restrictions and easement(s) in Declaration of Covenants, Conditions and Restrictions (including the right of assessment and lien), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : August 1, 1977, in Volume 86, page 780  
Recording No. : 415024  
Records of : Kittitas County, Washington  
Executed By : American Pacific Corporation

Notes 1 through 5 as set forth on the Gustafson Short Plat, Book E of Short Plats, Page 247, Auditor's File No. 199809030014.

The following contained in the Dedication of the Gustafson Short Plat:

Dedications to the public forever all roads and ways shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course in the original reasonable grading of the roads and the ways shown hereon.

Following original reasonable grading of roads and ways hereon the drainage water on any lot or lots shall be diverted or blocked from their natural course or as to discharge upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of the owner."

**Return Address:**

Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

12/31/2012 10:21:00 AM

\$93.00  
Deed Of Trust INDECOMM  
Kittitas County Auditor

201212310029  
Page 1 of 21



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

|   |   |
|---|---|
| <b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)<br>Deed OF Trust   |   |
| <b>Reference Number(s) of related Documents:</b><br>Additional reference #'s on page _____ of document  |   |
| <b>Grantor(s)</b> (Last name, first name, initials)<br>Gienger, Lon Paul<br>Gienger, Michelle<br>Additional names on page _____ of document.  |   |
| <b>Grantee(s)</b> (Last name first, then first name and initials)<br>Amerisave Mortgage Corporation<br>Mortgage Electronic Registration Systems, Inc<br>Additional names on page _____ of document.                           |   |
| <b>Trustee</b> Fidelity National Title Insurance Company  |   |
| <b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)<br>Lot 25, Kachess Ridge, Recorded in Book 7 of Plats, Pages 21 through 26<br><br>Additional legal is on page <u>21</u> of document |   |
| <b>Assessor's Property Tax Parcel/Account Number</b><br>assigned 21-13-07050-0025   | <input type="checkbox"/> Assessor Tax # not yet |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.<br>USR / 78267493            |   |

After Recording Return To:

AMERISAVE MORTGAGE CORPORATION  
ONE CAPITAL PLAZA, 3350 PEACHTREE ROAD, STE. 1000  
ATLANTA, GEORGIA 30326

ASV-15 3466

[Space Above This Line For Recording Data]

Loan Number: 905585

### DEED OF TRUST

MIN: 100277210009055855

MERS Phone: 888-679-6377

Grantor(s) (Last name first, then first name and initials):

- 1. GIENGER, LON PAUL
- 2. GIENGER, MICHELLE

- 3.
- 4.
- 5.
- 6.

Additional names on page of document.

Grantee(s) (Last name first, then first name and initials):

- 1. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS)
- 2. FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
- 3. Amerisave mortgage corporation

- 4.
- 5.
- 6.

Additional names on page of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

lot 25, Kachess ridge. recorded in Book 7, pages 21-24 in  
Kittitas County, Washington.

Full legal description on page 21 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): 21-13-07050-0025 (706635)

Reference Number(s) Assigned or Released:

Additional references on page of document.

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 10, 2012, together with all Riders to this document.

(B) "Borrower" is LON PAUL GIENGER AND MICHELLE GIENGER, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AMERISAVE MORTGAGE CORPORATION

Lender is a GEORGIA CORPORATION organized and existing under the laws of GEORGIA  
Lender's address is ONE CAPITAL PLAZA, 3350 PEACHTREE ROAD, STE. 1000, ATLANTA, GEORGIA 30326

(D) "Trustee" is FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION  
3500 188TH STREET SW, SUITE 300, LYNNWOOD, WASHINGTON 98037

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 10, 2012. The Note states that Borrower owes Lender THREE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 334,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2043

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of KITTITAS :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 1590 VIA KACHESS ROAD  
[Street]  
EASTON, Washington 98925 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance

premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or

ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or

earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not

then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or



Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice

required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a

federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any

Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty

to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.


24. **Substitute Trustee.** In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Use of Property.** The Property is not used principally for agricultural purposes.

26. **Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
LON PAUL GIENGER (Seal)  
-Borrower

  
MICHELLE GIENGER (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:  
\_\_\_\_\_

Witness:  
\_\_\_\_\_

[Space Below This Line For Acknowledgment]

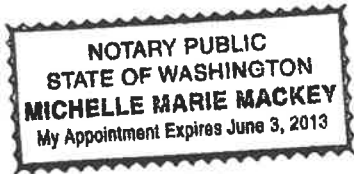
State of WASHINGTON )

County of KITTITAS )

On this day personally appeared before me LON PAUL GIENGER AND MICHELLE GIENGER

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of DECEMBER, 2012



(Seal)

*[Handwritten Signature]*  
Notary Public in and for the state of Washington,  
residing at: Yakima  
My commission expires: 6/3/13

Loan Number: 905585

### SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 10th day of DECEMBER 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to AMERISAVE MORTGAGE CORPORATION, A GEORGIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

1590 VIA KACHESS ROAD, EASTON, WASHINGTON 98925  
(Property Address)


In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

  
LON PAUL GIENGER (Seal)  
-Borrower

  
MICHELLE GIENGER (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower





Title No LIN-ASV-153466

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KITTITAS, STATE OF Washington,  
AND IS DESCRIBED AS FOLLOWS:

LOT 25, KACHESS RIDGE, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF  
RECORDED IN BOOK 7 OF PLATS, PAGES 21 THROUGH 26, RECORDS OF WASHINGTON COUNTY.

Parcel ID: 21-13-07050-0025 (706635)

Commonly known as 1590 Via Kachess Road, Easton, WA 98925  
However, by showing this address no additional coverage is provided

21



U03338590

7414 12/21/2012 78267493/1

Return To (name and address):  
Indecomm Global Services  
2925 Country Drive  
Little Canada, MN 55117



022828998-000650169

This Space Provided for Recorder's Use 01/09/2014 12:45:43 PM

201401090013  
Page 1 of 9

Document Title(s) Deed of Trust  
Grantor(s) See GRANTOR below  
Grantee(s) U.S. Bank National Association

\$81.00  
Deed Of Trust INDECOMM  
Kittitas County Auditor



Legal Description LOT 25 KACHESS RIDGE Pg 9  
Assessor's Property Tax Parcel or Account Number 706635  
Reference Numbers of Documents Assigned or Released

Trustee - US Bank Trust Company NA,  
State of Washington

Space Above This Line For Recording Data

720762

**DEED OF TRUST**  
(With Future Advance Clause)

Master form recorded by .....  
(name of person causing the instrument to be recorded).

By .....

By .....  
(Signature) (Date)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...12/20/2013.....  
..... The parties and their addresses are:

GRANTOR:  
LON PAUL GIENGER AND MICHELLE GIENGER, HUSBAND AND WIFE

706635

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

*LT*  
*mg*  
(page 1 of 8)

**TRUSTEE:**

U.S. Bank Trust Company, National Association,  
a national banking association organized under the laws of the United States  
111 SW Fifth Avenue  
Portland, OR 97204

**LENDER:**

U.S. Bank National Association,  
a national banking association organized under the laws of the United States  
425 Walnut Street  
Cincinnati, OH 45202

- 2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:  
LOT 25 KACHESS RIDGE

The property is located in ..KITTITAS COUNTY.. at ..  
 (County)  
..1590 VIA KACHESS RD..EASTON....., Washington ..98925.....  
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

- 3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ ....213,464.00..... . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

- 4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*  
 Borrower(s): LON GIENGER  
 Principal/Maximum Line Amount: 213,464.00  
 Maturity Date: 01/01/2039  
 Note Date: 12/20/2013



(page 2 of 8)  
mg

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

**Payments.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

**Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

**Claims Against Title.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

**Property Condition, Alterations and Inspection.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

 (page 3 of 8)

**Authority to Perform.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

**Leaseholds; Condominiums; Planned Unit Developments.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**Condemnation.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences may change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

 (page 4 of 8)

**8. DEFAULT.** Grantor will be in default if any of the following occur:

**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

**Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

**Property.** Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

**Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

**9. REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

**10. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting,

*LMG*  
(page 5 of 8)

enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

- 11. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.



Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

- 12. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 13. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

- 14. SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

 (page 6 of 8)  








**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 22828998  
Order Date : 12/05/2013  
Reference : 20132756111757  
Name : LON GIENGER  
Deed Ref : 323/37

Index #:  
Registered Land:  
Parcel #: 706635

---

**SITUATED IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, TO WIT:**

**LOT 25, KACHESS RIDGE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 7 OF PLATS, PAGES 21 THROUGH 26 RECORDS OF SAID COUNTY.**

**ABBREVIATED LEGAL: LOT 25 KACHESS RIDGE**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 323, PAGE 37, OF THE KITTITAS COUNTY, WASHINGTON RECORDS.**



\*U04505824\*

6650 1/3/2014 79207962/1





**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
PO Box 97034 / EST-06W  
Bellevue, WA 98009-9734  
Attn: VC

REVIEWED BY  
KITITITAS COUNTY TREASURER  
DEPUTY Kyle Whistman  
DATE 10/18/2018

ORIGINAL



**EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **JOHN W. MCKENNA, JR. AND PATRICIA L. MCKENNA**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion of the SE ¼ of Sec. 7, TWP. 21N., Rng. 13E., W.M., K.C.**  
ASSESSOR'S PROPERTY TAX PARCEL: **13565/21-13-07054-0001, 13566/21-13-07054-0002**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JOHN W. MCKENNA, JR. AND PATRICIA L. MCKENNA**, husband and wife ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Kittitas County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.**

**This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**4. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**7. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 24<sup>th</sup> day of September, 2018.

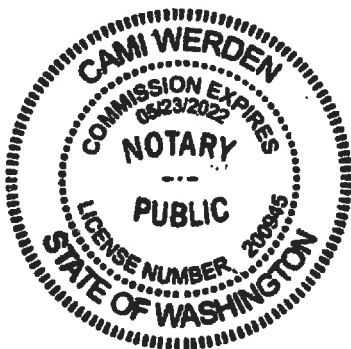
OWNER(S):

By: [Signature]  
John W. McKenna, Jr.

By: [Signature]  
Patricia L. McKenna

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING )

On this 24<sup>th</sup> day of September, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **John W. McKenna, Jr. and Patricia L. McKenna**, husband and wife, to me known to be individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.  
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]  
(Signature of Notary)

Cami Werden  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing

at Auburn, WA

My Appointment Expires: 05/23/2022

Notary seal, text and all notations must be inside 1" margins

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**APN: 13565/21-13-07054-0001, 13566/21-13-07054-0002**

**LOTS 1 AND 2, GUSTAFSON SHORT PLAT, AS DESCRIBED AND/OR DELINEATED ON KITTITAS COUNTY SHORT PLAT NO. 97-31, AS RECORDED SEPTEMBER 3, 1998, IN BOOK "E" OF SHORT PLATS, PAGE 247, UNDER AUDITOR'S FILE NO. 199809030014, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 13 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.**



Return To:  
MCKENNA, JOHN W JR ETUX  
2711 W VALLEY HWY N STE 200

REVIEWED BY  
KITTTITAS COUNTY TREASURER  
DEPUTY *[Signature]*  
DATE 10-25-2019



# Water Mitigation Certificate

THIS CERTIFICATE MUST BE RECORDED WITH THE KITTTITAS COUNTY AUDITOR'S OFFICE.

Grantor Kittitas County  
Grantee MCKENNA, JOHN W JR ETUX  
Map Number 21-13-07054-0002  
Site Address 1540 VIA KACHESS RD, EASTON 989

Permit #  
WM-19-00076  
Trust Water Right #  
Reecer Creek: CS4-02261sb7@2  
Date Issued  
October 25, 2019

Abbreviated Legal Description

ACRES 3.58, GUSTAFSON SHORT PLAT 97-31; LOT 2; SEC. 7, TWP. 21, RGE. 13

This Certificate is issued for an annual average of 275 gallons per day of indoor domestic use only and up to an annual average of 25 gallons per day for outdoor irrigation of up to 500 square feet of non-commercial lawn and/or garden. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded.

This Certificate is for use on the above mentioned parcel only.

An application for a residential building permit must be submitted within two (2) years of issuance of this Mitigation Certificate.

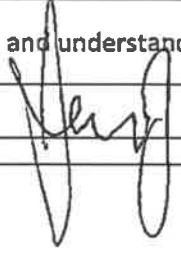
Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc.

Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen.

Issued By  
*[Signature]*  
Regulatory Authority

*[Signature]*  
Health Officer

ALL WATER RIGHTS, EVEN SENIOR WATER RIGHTS, MAY BE SUBJECT TO CURTAILMENT. THE PURCHASER IS HEREBY GIVEN NOTICE THAT THE COUNTY'S WATER RIGHTS BACKING THIS MITIGATION CERTIFICATE COULD POTENTIALLY BE SUBJECT TO CURTAILMENT, WHICH WOULD, IN TURN, SUBJECT THE CERTIFICATE HOLDER TO SUCH CURTAILMENT. THE COUNTY MAKES NO GUARANTEE AGAINST SUCH CURTAILMENT.

| <b>STATEMENTS OF UNDERSTANDING</b>  |  |
|---|--|
| <p><u>JM</u><br/>Initials</p>   | <p>I understand that an application for a residential building permit must be submitted within two (2) years of issuance of this mitigation certificate.</p> <p>Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen.</p> <p>Mitigation is for use on the above mentioned parcel only and is not transferable for use at other locations or for any other uses.</p> <p>Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc.</p> <p>I understand that if package A is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded.</p> <p>I understand that if package B is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only and up to an annual average of 25 gallons per day for outdoor irrigation of up to 500 square feet. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded.</p> <p>I understand that if I am later required to connect to a municipal water source, the mitigation certificate associated with the parcel will be returned to the Kittitas County Water Bank and will be documented on the property title. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed.</p> <p>I understand that unless my mitigation certificate is issued under the Kittitas County Water Bank Over the Counter program, it is subject to final issuance/approval from the Washington State Department of Ecology and could therefore be denied. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed.</p> <p>I agree not to plant any trees or shrubs over my septic drain field.</p> <p>I understand that should I not comply with the statements above and all requirements in Kittitas County Code Title 13.2, enforcement action shall be taken through Kittitas County Code Title 18.</p> |
| <p><u>JM</u><br/>Initials</p>   | <p>I have read and understand the statements listed above.</p>   |
| <p>Property Owner Signature: <u></u> Date: <u>10/24/19</u></p> |  |



**NOTARIZED STATEMENT**

I, John McKenna (the undersigned applicant) under penalty of perjury in the State of Washington agree to comply with all sections of this document, federal, state, and local provisions, codes, and ordinances in regards to water use. These covenants and agreements shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof. I certify that the information provided is true and accurate and I understand that if the project description should change that it is my responsibility to inform Kittitas County Public Health Department (KCPHD) and that the department may require different and/or additional requirements. As the applicant, I assume all risk in its entirety and agree to indemnify defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting there from which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. As the applicant, I understand that I am legally and financially responsible for ensuring there is a legal right to the water to be used, and that all water supply systems are engineered, designed, and constructed in accordance with federal, state and local requirements. I understand that all applicable fees may be non-refundable and that KCPHD may have additional requirements to ensure that sufficient and adequate water supply is available for use and I shall comply with all requests made by KCPHD. Should I as the property owner choose to use and appoint an authorized agent to represent my interest, I may do so, by having myself and the authorized agent sign this notarized statement.

Signed: \_\_\_\_\_ Property Owner(s)

Print Name: John McKenna Property Owner(s)

I, \_\_\_\_\_ (the property owner) appoint, \_\_\_\_\_ as an authorized agent to represent my interest.

Authorized Agent Signature (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_  
Authorized Agent Authorized Agent

State of Washington )  
County of Kittitas )ss

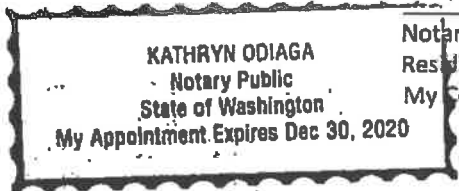
I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 25 day of Oct, 2019, personally appeared before me,

- who is personally known to me
- whose identity I proved on the basis of WA DL
- whose identity I proved on the oath/affirmation of \_\_\_\_\_, a creditable witness to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

John McKenna to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed:

[Signature]



Notary Public in and for the State of Washington,  
Residing in: CC  
My Commission Expires: 12/30/20



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Name:** John McKenna  
**Address:** 2711 West Valley Hwy.  
Auburn, WA 98001

REVIEWED BY  
KITTITAS COUNTY TREASURER  
DEPUTY [Signature]  
DATE 10-25-2019

*(Space above this line is for Recorder's Use)*

**KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT  
WATER METERING AGREEMENT**

This Water Metering Agreement (the "Agreement") is made and entered into by and between John W. McKenna (the "Owner") and the County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Health Department (the "County"), sometimes referred to herein jointly as "Parties" or individually as "Party".

**Recitals**

**WHEREAS**, Owner is the owner of, or has an interest in, certain real property (the "Property") located in Kittitas County, Washington, with a parcel number and/or address of:

**Parcel Number:** 21-13-07054-0002  
**Address:** 1540 Via Kachess Rd  
Easton, WA 98925

and as more fully described on the attached Exhibit "A" and incorporated by this reference; and

**WHEREAS**, Owner intends to extract groundwater from a mitigated well or wells (the "well") located on the property; and

**WHEREAS**, the parties desire to provide for the metering of each well through the installation of a water-measurement device (the "water meter") to measure the Owner's mitigated water usage; and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Purchase and Installation.** Owner shall install a water meter in accordance with the County's requirements for the Kittitas County Mitigation and Metering Program, including but not limited to, Kittitas County Code ("KCC") 13.40.030.

- 2. Installation Cost Reimbursement.** Owners may submit an invoice requesting reimbursement for the costs associated with installation of the water meter provided by KCPHD. Installation costs include either the fees paid for professional installation or the fees associated with self-installation for required parts. KCPHD will reimburse for installation costs up to \$750.00 for either the professional installation costs or the costs for the applicable parts purchased specific to the installation for self-installers upon written proof of such costs. Time and labor fees associated with self-installation are non-reimbursable. Invoices should be submitted before the time of the water meter final inspection and should include any applicable supporting documentation, such as, receipts and invoices from a professional. KCPHD holds the right to verify all invoices and suspect/fraudulent invoices will be turned over to law enforcement for investigation and possible criminal charges.
- 3. Repair and Maintenance.** Cost of installation of failed meters or failed meter registers will be reimbursed by Ecology during the entirety of the Pilot Project. Owner shall notify the County if the water meter becomes damaged or requires replacement. In the event that Owner fails to ensure proper water meter functionality, the County shall perform the necessary maintenance, repair, or replacement of the water meter at the cost of the Owner.
- 4. Water Meter Reading.** The County shall monitor and analyze water usage data at least once during each of the following months: March, July, August, September, and October.
- 5. Ingress and Egress.** Owner hereby grants to the County or designee an irrevocable license for ingress and egress across the property, and shall make provision for access to the property by County personnel, for the purpose monitoring and analyzing water usage data from each water meter on the property, performing maintenance, repair, or replacement of the water meter, and ensuring compliance with the terms of this agreement.
- 6. Site Conditions.** Owner shall maintain the property in a manner to allow safe, reasonable access by County personnel to all water meters with or without prior notice, during regular County business hours, or at any time in the case of emergency.
- 7. Billing.** The County shall provide to Owner a billing statement for payment of fees set by the Kittitas County Public Health Department fee schedule.
- 8. Unpaid Fees.** Owner understands and agrees payments not received within 30 days of billing by the Kittitas County Public Health Department shall be delinquent and may incur a 10% late fee, accruing an additional 10% on the unpaid balance every 30 days thereafter. If payment is not made within 90 days, the department may terminate this agreement and/or attempt to recover payment through a collections agency.
- 9. No By-Pass.** Owner shall not by-pass the water meter or take any action which would affect the accuracy of the domestic use water meter readings or the proper functionality of the water meter.

- 10. Non-Compliance.** Failure to comply with the terms of this agreement shall be cause for termination of this agreement and for collection of any delinquent amounts due the County.
- 11. Data Collected.** Owner agrees that the County shall have the right to collect, monitor, analyze, and disseminate data on mitigated water usage for the purposes of evaluation and analysis. Mitigation and metering data will be provided to the Washington State Department of Ecology and the Water Transfer Working Group.
- 12. Agreement as Covenant Running With the Land.** This Agreement and the covenants contained herein shall be construed as running with the land, and shall be fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this agreement.
- 13. Recording.** Upon execution by the parties, Owner shall cause this agreement to be recorded in the real property records of the office of the Kittitas County Auditor.
- 14. Indemnity.** The Owner agrees to and shall defend, indemnify and hold harmless the County, its successors and assigns, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its successors and assigns, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, damage to the property, including loss of use thereof, the water meter, other property damage or harms for which recovery of damages is sought by any person or persons whether such injury to persons or damage to property is due to the negligence of the Owner, its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the harmless the County, its successors and assigns, appointed or elected officials, agents, or employees.
- 15. Notices.** All notices, requests, demands, correspondence, and other communications to the respective parties of this Agreement shall be in writing and shall be deemed to have been duly given on the date personally served or within three (3) days after the date of mailing, if mailed, by first-class mail, registered or certified, and addressed to the address set forth below:

**For the County:**                    **Public Health Department**  
   **Attn: Water Metering Program**  
   **507 N Nanum St., Suite 102**  
   **Ellensburg, WA 98926**

**For the Owner:**                    John McKenna  
   2711 West Valley Hwy.  
   Auburn, WA 98001

- 16. Legal Compliance.** The Owner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to, KCC Title 13.
- 17. Severability.** If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
- 18. Entire Agreement.** This agreement, including the recitals, section headings, and attached exhibit constitutes the entire agreement of the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 19. Amendment.** No modification, change of terms, or amendment of this agreement shall bind either party unless in writing and signed by both parties.
- 20. Assignment.** No portion of this agreement may be assigned to any other individual, firm or entity without the express and prior written approval of the County.
- 21. Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
- 22. Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This agreement shall be governed by the law of the State of Washington.

**IN WITNESS WHEREOF,** the parties have executed this agreement on the following two (2) signature pages on the dates as indicated, and hereby acknowledge that the parties have read this agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE:**

**FOR THE COUNTY**

  
Kittitas County Public Health Department

Dated: 10/25/2019

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

I certify that I know or have satisfactory evidence that Samantha Cox is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed and sworn/affirmed to before me this 25 day of Oct, 2019

(Notary Seal)




  
Notary Public in and for the State of Washington

Residing at KE

**SIGNATURE PAGE:**

**FOR THE OWNER**

  
\_\_\_\_\_  
Signature

John McKenna  
\_\_\_\_\_  
Printed Name

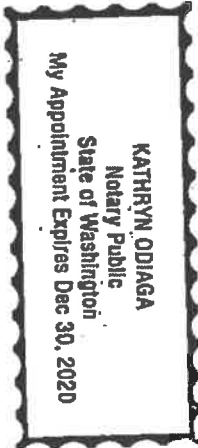
Dated: 10/24/19

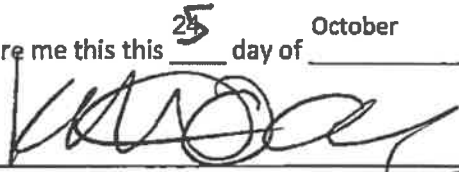
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

I certify that I know or have satisfactory evidence that John McKenna is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed and sworn/affirmed to before me this 25 day of October, 2019.

(Notary Seal)



  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at MC

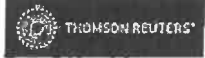
**EXHIBIT "A"**

**REAL PROPERTY DESCRIPTION**





# KITTITAS COUNTY WASHINGTON



## TAXSIFTER

[SIMPLE SEARCH](#) [SALES SEARCH](#) [COUNTY HOME PAGE](#) [CONTACT](#) [DISCLAIMER](#)

[PAYMENT CART\(0\)](#)

Mike Hougardy  
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

**Assessor   Treasurer   Appraisal   MapSifter**

### Parcel

Parcel#: 13566      Owner Name: MCKENNA, JOHN W JR ETUX  
 DOR Code: 91 - Undeveloped - Land      Address1:  
 Situs: 1540 VIA KACHESS RD, EASTON 98925      Address2: 2711 W VALLEY HWY N STE 200  
 Map Number: 21-13-07054-0002      City, State: AUBURN WA  
 Status:      Zip: 98001-1614  
 Description: ACRES 3.58, GUSTAFSON SHORT PLAT 97-31; LOT 2; SEC. 7, TWP. 21, RGE. 13  
 Comment: RM-4/13/01: CHG LEVY FROM 050 TO 047 (FIRE DIST #8) PER RES #06-04-2000-1 & 2000-5 FOR 02 TAX. (1)RM-9/8/98:NEW SHORT PLAT CREATED FROM 21-13-0750-0026 KACHESS RIDGE LOT 26

#### 2020 Market Value

#### 2020 Taxable Value

#### 2020 Assessment Data

|                 |           |                 |           |                              |                                    |
|-----------------|-----------|-----------------|-----------|------------------------------|------------------------------------|
| Land:           | \$194,350 | Land:           | \$194,350 | District:                    | 47 - COR SD28 F08<br>H02 CO COF ST |
| Improvements:   | \$0       | Improvements:   | \$0       | Current Use/DFL:             | No                                 |
| Permanent Crop: | \$0       | Permanent Crop: | \$0       | Senior/Disability Exemption: | No                                 |
| Total           | \$194,350 | Total           | \$194,350 | Total Acres:                 | 3.58000                            |

### Ownership

| Owner's Name            | Ownership % |
|-------------------------|-------------|
| MCKENNA, JOHN W JR ETUX | 100 %       |

### Sales History

| Sale Date | Sales Document | # Parcels | Excise # | Grantor            | Grantee                  | Price     |
|-----------|----------------|-----------|----------|--------------------|--------------------------|-----------|
| 12/21/00  | 11770          | 2         | 11770    | GUSTAFSON, CHARLES | MC KENNA, JOHN W JR ETUX | \$290,000 |

### Building Permits

No Building Permits Available

### Historical Valuation Info

| Year | Billed Owner            | Land      | Impr. | PermCrop Value | Total     | Exempt | Taxable   |
|------|-------------------------|-----------|-------|----------------|-----------|--------|-----------|
| 2020 | MCKENNA, JOHN W JR ETUX | \$194,350 | \$0   | \$0            | \$194,350 | \$0    | \$194,350 |
| 2019 | MCKENNA, JOHN W JR ETUX | \$194,350 | \$0   | \$0            | \$194,350 | \$0    | \$194,350 |
| 2018 | MCKENNA, JOHN W JR ETUX | \$194,350 | \$0   | \$0            | \$194,350 | \$0    | \$194,350 |
| 2017 | MCKENNA, JOHN W JR ETUX | \$194,350 | \$0   | \$0            | \$194,350 | \$0    | \$194,350 |
| 2016 | MCKENNA, JOHN W JR ETUX | \$194,350 | \$0   | \$0            | \$194,350 | \$0    | \$194,350 |

[View Taxes](#)

### Parcel Comments