

# CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-47372013

## 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: September 28, 2020

Issued by:

AmeriTitle, LLC

101 W Fifth Ave.

Ellensburg, WA 98926

(509)925-1477

CHICAGO TITLE INSURANCE COMPANY

By:



President



ATTEST



Secretary

Authorized Signer

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

Subdivision Guarantee Policy Number: 72156-47372013

## **SUBDIVISION GUARANTEE**

Order No.: 411427AM

Guarantee No.: 72156-47372013

Dated: September 28, 2020

Liability: \$1,000.00

Fee: \$350.00

Tax: \$29.05

Your Reference: 1091 Big Creek Rd Ellensburg, WA 98926

Assured: Mick Santa

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 of that certain Survey as recorded August 27, 2019, in Book 42 of Surveys, page 96, under Auditor's File No. 201908270061, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 21, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

Mick C. Santa, an unmarried man

**END OF SCHEDULE A**

(SCHEDULE B)

Order No: 411427AM  
Policy No: 72156-47372013

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://taxs@kittitas.wy.us> or call their office at (509) 962-7535.

Tax Year: 2020  
Tax Type: County  
Total Annual Tax: \$6,966.49  
Tax ID #: 540536  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$3,483.25  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2020  
Second Installment: \$3,483.24  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2020

7. Liens, levies and assessments of the Big Creek Road road committee as established by Road Maintenance Agreement recorded February 21, 2003 under Auditor's File No. 200302210046.
8. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Subdivision Guarantee Policy Number: 72156-47372013

Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

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

Said easement includes the right of ingress and egress to roads now or hereafter located near the Western boundary of said premises and other land, and the right of travel along the pole line provided for therein.

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

Said easement provides in part as follows:

"The undersigned for themselves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip, that no inflammable materials or explosives will be used or stored within ten (10) feet of said strip or within one hundred (100) feet of the above-mentioned repeater housings, and that the land on said strip will not be used in agricultural operations or otherwise to a depth greater than thirty-six (36) inches."

12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power and Light Company  
Purpose: for electric transmission and distribution line  
Recorded: November 30, 1961  
Instrument No.: 293493  
Book 109 of Deeds, Page 209

Said Deed provides in part as follows:

"Grantors, their heirs, successors or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the grantee, its successors or assigns, of intention so to do."

13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company

Subdivision Guarantee Policy Number: 72156-47372013

Purpose: Electric transmission and distribution line  
Recorded: January 31, 1969  
Instrument No.: 294457  
Book 109 of Deeds, Page 428

14. Road Maintenance Agreement, and the terms and conditions contained therein  
Recorded: March 3, 1989  
Volume 286, Page 823  
Instrument No.: 518987
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
By and between: James D. Perri, Christina L. West, Jeff Ranger and Kara Ranger  
Purpose: Irrigation ditch easement  
Recorded: March 3, 1989  
Instrument No.: 518991  
Volume 286, Page 915
16. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: November 13, 1990  
Book: 17 of Surveys Page: 16  
Instrument No.: 534986  
Matters shown:  
a) Location of buried telephone cable
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Purpose: Ingress, egress and utilities  
Recorded: November 27, 1990  
Instrument No.: 535241  
Affects: East 30 feet
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company, a Washington corporation  
Purpose: For electric transmission and distribution line  
Recorded: February 18, 1992  
Instrument No.: 546697  
Book 328, Page 1959  
Affects: A right-of-way ten (10) feet in width
19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company, a Washington corporation  
Purpose: Electric transmission and distribution line  
Recorded: February 18, 1992  
Instrument No.: 546698  
Volume 328, Page 1961  
Affects: The South 20 feet of said Parcel H
20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company, a Washington corporation  
Purpose: Underground electric system  
Recorded: March 17, 1992

Instrument No.: 547356  
Affects: A strip of land ten feet in width, as constructed

21. The provisions contained in deed,  
Dated: July 8, 1997,  
Instrument No.: 199707080013.  
As follows:  
"Purchaser/Grantee shares equally with the other Purchasers of Parcel C-K, in the maintenance of an irrigation ditch, from the KRD delivery point to the Southwest corner of Parcel F shown on that survey recorded at Book 15 of Surveys, at page 141, records of said county and from said Southwest corner of Parcel F to their respective Parcels and such maintenance responsibilities shall not be the responsibility of Seller/Grantor."
22. Road Use and Maintenance Agreement and the terms and conditions contained therein  
Between: Earl E. Gentry and Valerie K. Gentry, husband and wife  
Recorded: February 21, 2003  
Instrument No.: 200302210046
23. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Robin Schmaus and Jayne Schmaus, husband and wife  
Purpose: Road use and maintenance  
Recorded: July 27, 2007  
Instrument No.: 200707270065  
Affects: Portion of said premises
24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Purpose: A permanent telecommunications easement, sixteen and one half (16 ½) foot wide  
Recorded: May 16, 2008  
Instrument No.: 200805160046
25. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: AT&T Corp. and AT&T Communications – East, Inc. (formerly AT&T Communications, Inc.)  
Purpose: The right to operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement  
Recorded: October 19, 2009  
Instrument No.: 200910190016  
Affects: A strip of land sixteen and one-half feet (16 ½') in width affecting said premises and other land
26. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by SCHMAUS No. 4 Plat,  
Recorded: April 7, 2015  
Book: 12 of Plats Pages: 130 through 132  
Instrument No.: 201504070004  
Matters shown:  
a) 30' Easement "Q"  
b) 60' Easement "R" with 55' radius cul-de-sac  
c) All notes contained thereon
27. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$745,500.00  
Trustor/Grantor: Mick C. Santa, an unmarried man  
Trustee: AmeriTitle, Inc.  
Beneficiary: Cashmere Valley Bank  
Dated: July 5, 2019

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Recorded: July 10, 2019  
Instrument No.: 201907100015

28. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: August 27, 2019  
Book: 42 of Surveys Page: 96 and 97  
Instrument No.: 201908270061  
Matters shown:  
a) Location of Big Creek and approximate High Water Mark  
b) Location of driveways and other improvements  
c) Fencelines in relation to boundary lines  
d) The location of easements delineated thereon  
e) Notes thereon
29. Two Party Shared Well Water Users Agreement and the terms and conditions contained therein  
Between: Lot 1 of Santa Subdivision  
And: Lot 2 of Santa Subdivision  
Recorded: February 14, 2020  
Instrument No.: 202002140022
30. Effect, if any, of a Quit Claim Deed,  
From: Mick C. Santa, a single person  
To: Travis M. Santa and Michelle L. Santa, a married couple  
Recorded: July 28, 2020  
Instrument No.: 202007280024
- An affidavit confirming conveyance will be recorded for the Company to vest through said deed.
31. Any right, title and interest of Travis M. Santa and Michelle L. Santa, a married couple,  
As disclosed by: Quitclaim Deed  
Recorded: July 28, 2020  
Instrument No.: 202007280024
32. 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 20, 2020  
Instrument No.: 202008200017
33. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Little Creek, if it is navigable.
34. Any question of location, boundary or area related to the Little Creek, including, but not limited to, any past or future changes in it.
35. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Big Creek, if it is navigable.
36. Any question of location, boundary or area related to the Big Creek, including, but not limited to, any past or future changes in it.
37. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.

**END OF EXCEPTIONS**

**Notes:**

- a. 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.
- b. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Parcel A, Book 42 of Surveys, page 96, ptn of the SW Quarter of Section 21, Township 20 N, Range 14 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**