

NO. 0117193

LIABILITY \$1,000.00

FEE \$500.00



CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company,
GUARANTEES

Policy No. WA2011-46-0117193-2012.72030-87660107

Herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

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 above.

Dated: APRIL 11, 2013 @ 8:00 AM

CHICAGO TITLE INSURANCE COMPANY

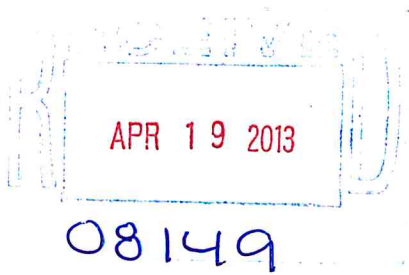
By Marlene Wyatt
Authorized Signature

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.

WA2011 0117193
AmeriTitle
503 North Pearl St
Ellensburg, WA 98926

CHICAGO TITLE INSURANCE COMPANY

By: [Signature] President
ATTEST [Signature] Secretary



SUBDIVISION GUARANTEE

Office File Number : 0117193
Guarantee Number : WA2011-46-0117193-2012. 72030-87660107
Dated : April 11, at 8:00 a.m.
Liability Amount : \$ 1,000.00
Premium : \$ 500.00
Tax : \$ 40.00

Name of 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:

That portion of the Northeast Quarter of Section 1, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

Beginning at the Northeast corner of said Northeast Quarter; thence South 01°49'05" West, along the East boundary of said Northeast Quarter, 1081.97 feet, to the Northeasterly right-of-way of SR 131 and the true point of beginning; thence North 01°49'05" East, along the East boundary of said Northeast Quarter, 147.80 feet; thence South 25°04'36" West, 124.01 feet, to the Northeasterly right-of-way of SR 131; thence South 53°31'09" East, along said right-of-way, 59.54 feet to the true point of beginning.

AND

Government Lots 4 and 5 of Section 6, Township 18 North, Range 18 East, W.M., Kittitas County, State of Washington;

EXCEPT that portion thereof lying Southwesterly of the Northeasterly boundary line of the right of way of State Highway No. 21 (SR 131);

AND EXCEPT beginning at the Northwest corner of Section 6, Township 18 North, Range 18 East, W.M., Kittitas County, State of Washington; thence South 00°00' West, along the West line of said Section 6, 1,172.2 feet to a point on the centerline of Secondary State Highway 131 (21); thence South 47°46' East, 184.1 feet; thence continuing South 50°59' East, 398.6 feet; thence North 43°48' East, 35.0 feet to the true point of beginning; thence continuing North 43°48' East, 1,059.5 feet; thence South 46°12' East, 400 feet; thence South 43°48' West, 544.5 feet; thence continuing South 46°12' East, 865 feet; thence South 43°48' West, 515 feet; thence North 45°01' West, 1,265.3 feet to the true point of beginning;

AND EXCEPTING that portion of the Northwest Quarter of Section 6, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows: Beginning at the Northwest corner of said Northwest Quarter, said point being the true point of beginning; thence South 88°28'52" East, along the North boundary of said Northwest Quarter, 85.08 feet; thence South 46°40'06" West, 120.63 feet to the West boundary of said Northwest Quarter; thence North 01°49'05" East, along said West boundary, 85.08 feet to the true point of beginning.

Title to said real property is vested in:

CRISTY LEA ELLINGSON-JETT, WHO ACQUIRED TITLE AS CRISTY ELLINGSON JETT, AN UNMARRIED WOMAN, AS HER SEPARATE ESTATE

END OF SCHEDULE A

(SCHEDULE B)

File No. 0117193

Guarantee Number: WA2011-46-0117193-2012.72030-87660107

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. General taxes and assessments for 2013, which become delinquent after April 30, 2013, if first half not paid.

	<u>Full year</u>	<u>First Half</u>	<u>Second Half</u>
Amount :	\$ 1,783.24	\$ 891.62	\$ 891.62
Tax No. :	18-18-06000-0003 (726033)		
Affects :	Both parcels in Sections 1 and 6 as per the county assessor's map. We find no separate tax parcel for the property located in Section 1.		

Note: Tax payments can be mailed to the following address:
Kittitas County Treasurer
205 West 5th Avenue, Room 102
Ellensburg, WA 98926
Phone (509) 962-7535

5. Exceptions and Reservations as contained in Instrument
From : The Northern Pacific Railway Company, a corporation
Dated : October 7, 1915
Recorded : December 20, 1915 in Book 30 of Deeds, Page 251, affecting that portion of said premises in said Section 1, as follows:

"Excepting and reserving unto the grantor, its successors and assigns, forever, including coal, iron, natural gas and oil, and also the use of such surface ground as may be necessary for exploring for and mining or otherwise extracting and carrying away the same."

Present ownership and other matters affecting said reservation not shown herein.

6. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefor.

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

(SCHEDULE B) (CONTINUED)

File No. 0117193

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7. Amendatory Contract, governing reclamation and irrigation matters;
Parties : The United States of America and the Kittitas Reclamation District
Dated : January 20, 1949
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
Auditor's File No. : 208267
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
8. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on January 16, 1963, in Volume 111, page 578, under Kittitas County Auditor's File No. 302026.
In favor of : The State of Washington
For : To construct barbed wire fence
Affects : On both sides of, parallel with and contiguous to the right-of-way of Secondary State Highway No. 131 in said Section 1
9. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on July 6, 1972, under Kittitas County Auditor's File No. 376434.
In favor of : Ellensburg Telephone and Telegraph Ellensburg Telephone Company, a Washington Corporation
For : Lines of telephone and telegraph
Affects : Portion of said premises in said Section 6
10. 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.
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
11. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on December 28, 1979, under Kittitas County Auditor's File No. 438625.
For : Ingress and egress
Affects : The Southeasterly and Easterly 60 feet of property located in said Section 6
12. Easement Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
Between : Ivan G. Alderson and Patsy J. Alderson, husband and wife, and Kenneth Jett
Dated : February 15, 2005
Recorded : February 15, 2005
Auditor's File No. : 200502150034
Affects : A portion of the Northeast Quarter of the Northeast Quarter of said Section 1

(SCHEDULE B) (CONTINUED)

File No. 0117193

Guarantee Number: WA2011-46-0117193-2012.72030-87660107

13. Road Maintenance Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
- Between : Ivan G. Alderson and Patsy J. Alderson, husband and wife, and
Kenneth Jett
- Dated : February 15, 2005
- Recorded : February 15, 2005
- Auditor's File No. : 200502150035
- Affects : A portion of the Northeast Quarter of the Northeast Quarter of
said Section 1, which states the following:

"Properties owned by both Alderson and Jett are both benefitted by a road extending from SR 131, described as legal description "A" attached (to said document); Jett and Alderson agree that expenses pertaining to the maintenance and repair of said road shall be shared and that Jett's share shall be 25% of all necessary repairs and maintenance for said road."

14. Two Party Shared Well Water Users Agreement, and the terms and conditions thereof, executed by and between the parties herein named:
- Between : Cristy Ellingson Jett and future owners of 120 and 122 Cross
Creek Drive
- Recorded : August 27, 2012
- Auditor's File No. : 201208270045

15. DEED OF TRUST, and the terms and conditions thereof:
- Grantor : Cristy Lea Ellingson-Jett, who acquired title as Cristy Ellingson Jett, an
unmarried woman, as her separate estate
- Trustee : AmeriTitle
- Beneficiary : Equity Network LLC, a Washington limited liability company
- Amount : \$168,038.04, plus interest
- Dated : November 30, 2012
- Recorded : December 7, 2012
- Auditor's File No. : 201212070005
- Affects : That portion located in said Section 6

Assignment of said Deed of Trust:

- Assignee : David H. Mach and Jaci K. Mach, husband and wife, as to an
undivided 79% interest, and Deva H. Duke, a single person, as
to an undivided 21% interest
- Dated : December 11, 2012
- Recorded : December 14, 2012
- Auditor's File No. : 201212140055

END OF EXCEPTIONS

(SCHEDULE B) (CONTINUED)

File No. 0117193

Guarantee Number: WA2011-46-0117193-2012.72030-87660107

Notes:

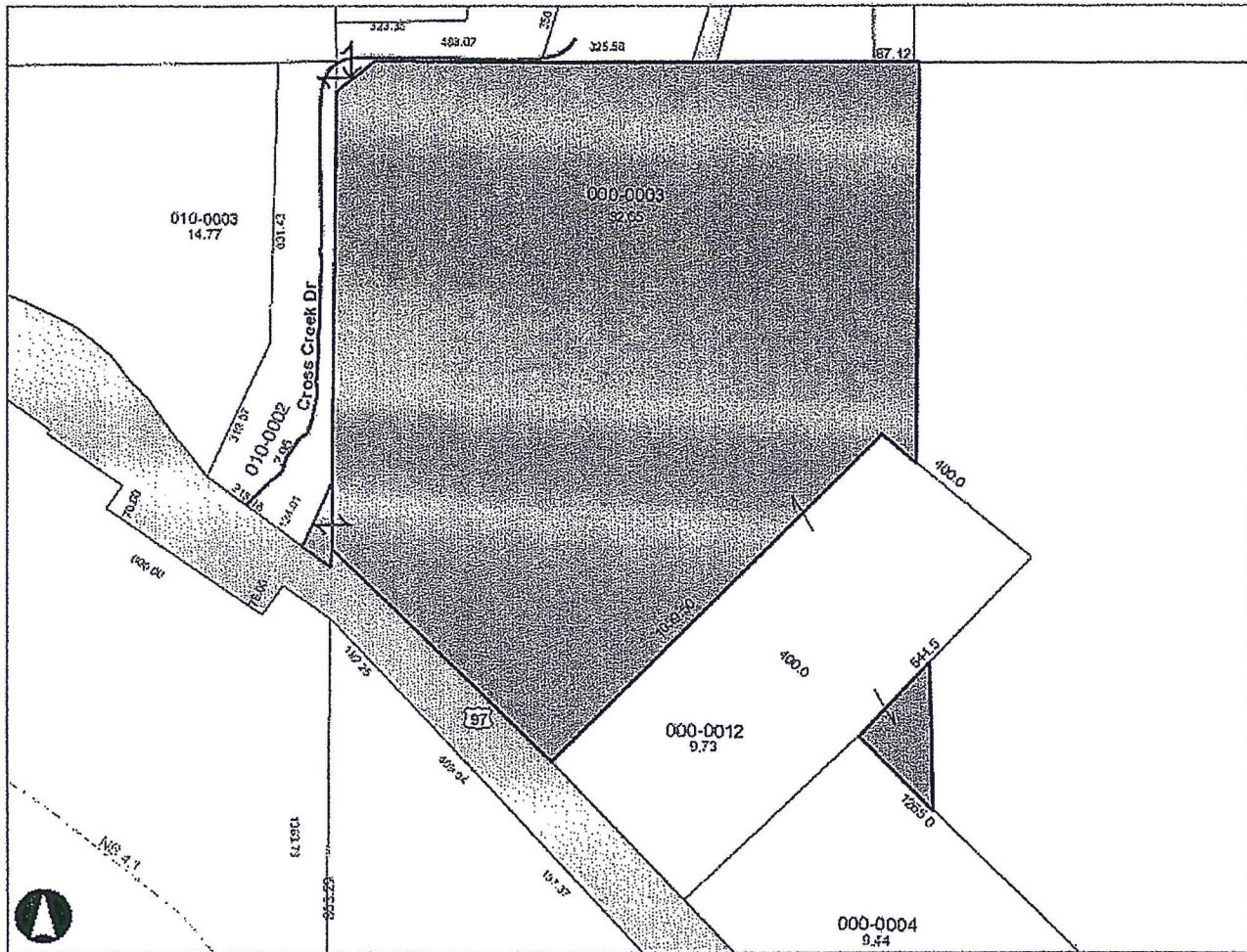
1. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

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

MW/mw

1 cc: Encompass: Marc Kirkpatrick
mkirkpatrick@encompasses.net



Map Center: Township:18 Range:18 Section:6

Kittitas County 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.



08149 PARENT - LARGE PTN.

Point # 1					10000.000	10000.000
S	89	52	25	E	1176.670	
Point # 2					9997.404	11176.667
S	0	0	25	E	829.420	
Point # 3					9167.984	11176.768
N	45	43	5	W	93.380	
Point # 4					9233.181	11109.916
S	44	16	55	W	1000.000	
Point # 5					8517.269	10411.726
S	44	2	13	W	2940.000	
Radius Point # 6					6403.727	8368.067
					Delta = 6 57 34	Length = 357.108
						Tangent = 178.774
N	37	4	39	E	2940.000	
Point # 7					8749.320	10140.578
N	54	15	6	W	202.610	
Point # 8					8867.690	9976.141
N	54	55	21	W	147.280	
Point # 9					8952.329	9855.611
N	23	42	7	E	124.190	
Point # 10					9066.044	9905.533
N	0	26	36	E	851.070	
Point # 11					9917.088	9912.118
N	46	40	6	E	120.810	
Point # 12					9999.991	9999.994



AREA = 1,477,317.50 sf (33.9145 acres)
 LENGTH = 4545.43
 NORTHING ERROR = -0.009 EASTING ERROR = -0.006
 LINEAR ERROR = S 31 26 7 W 0.011

08149 PARENT & PTN. LOT 2 - TRIANGLE PTN

Point # 1						10000.000		10000.000
	N	44	16	55	E		230.180	
Point # 2						10164.789		10160.709
	S	0	0	25	E		188.750	
Point # 3						9976.039		10160.732
	S	0	0	25	E		132.800	
Point # 4						9843.239		10160.748
	N	45	43	5	W		224.530	
Point # 5						10000.003		10000.004

AREA = 25,840.64 sf (.5932 acres)

LENGTH = 776.26

NORTHING ERROR = +0.003

EASTING ERROR = +0.004

LINEAR ERROR = N 52 39 5 E 0.006

08149 LOT 1

Point # 1					10000.000	10000.000
	S	75	44	31	E	583.740
Point # 2						9856.231
	S	33	33	55	W	335.890
Point # 3						9576.348
	S	59	0	42	W	449.390
Point # 4						9344.974
	N	54	55	21	W	59.440
Point # 5						9379.133
	N	23	42	7	E	124.190
Point # 6						9492.848
	N	0	26	36	E	507.160
Point # 7						9999.992
						10000.002

AREA = 221,679.31 sf (5.0891 acres)

LENGTH = 2059.81

NORTHING ERROR = -0.008

EASTING ERROR = +0.002

LINEAR ERROR = S 12 31 11 E 0.008

08149 PTN. LOT 2 (LARGE PTN.)

Point # 1						10000.000	10000.000
N	0	26	36	E		343.910	
Point # 2						10343.900	10002.661
N	46	40	6	E		120.810	
Point # 3						10426.802	10090.537
S	89	52	25	E		1176.670	
Point # 4						10424.206	11267.205
S	0	0	25	E		829.420	
Point # 5						9594.786	11267.305
N	45	43	5	W		93.380	
Point # 6						9659.983	11200.453
S	44	16	55	W		1000.000	
Point # 7						8944.071	10502.263
S	44	2	13	W		2940.000	
Radius Point # 8						6830.529	8458.605
					Delta = 6 57 34	Length = 357.108	Tangent = 178.774
N	37	4	39	E		2940.000	
Point # 9						9176.122	10231.115
N	54	15	6	W		202.610	
Point # 10						9294.492	10066.679
N	54	55	21	W		87.840	
Point # 11						9344.972	9994.793
N	59	0	42	E		449.390	
Point # 12						9576.347	10380.042
N	33	33	55	E		335.890	
Point # 13						9856.229	10565.751
N	75	44	31	W		583.740	
Point # 14						9999.998	9999.993

AREA = 1,255,636.59 sf (28.8254 acres)

LENGTH = 5223.66

NORTHING ERROR = -0.002

EASTING ERROR = -0.007

LINEAR ERROR = S 76 36 38 W 0.008