

# CHICAGO TITLE INSURANCE COMPANY

Policy No. WA2011-46-0116816-2012.72156-87142705

## GUARANTEE

OCT 6 2012

07067-1

CHICAGO TITLE INSURANCE COMPANY, a Nebraska 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: 09/27/2012

WA2011 0116816  
AmeriTitle  
503 North Pearl St  
Ellensburg, WA 98926  
Tel: (509) 925-1477  
Fax: (509) 962-8325

CHICAGO TITLE INSURANCE COMPANY

By:



*[Signature]*  
ATTEST President

*[Signature]*  
Secretary

*[Signature: Maureen Wyatt]*  
Authorized Signatory

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

SUBDIVISION GUARANTEE

Office File Number : 0116816  
Guarantee Number : WA2011-46-0116816-2012.72156-87142705  
Dated : September 27, 2012, at 8:00 a.m.  
Liability Amount : \$ 1,000.00  
Premium : \$ 250.00  
Tax : \$ 20.00

Your Reference : O'KEEFE

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:

**The South Half of the North Half of the Northeast Quarter of the Northwest Quarter of Section 10, Township 18 North, Range 18 East, W.M., County of Kittitas, State of Washington; EXCEPT the right of way for Reecer Creek County Road (Reecer Road) along the Easterly boundary thereof.**

Title to said real property is vested in:

**DAVID J. O'KEEFE, A MARRIED MAN AS HIS SEPARATE ESTATE**

END OF SCHEDULE A

(SCHEDULE B)

File No. 0116816

Guarantee Number: WA2011-46-0116816-2012.72030-87142705

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

**EXCEPTIONS:**

1. General taxes and assessments for the second half of the year 2012, which become delinquent after October 31, 2012, if not paid.  
Amount : \$650.58  
Tax No. : 18-18-10000-0003 (046033)

NOTE: First half 2012 taxes and assessments have been paid in the amount of \$650.58.  
General taxes and assessments for the full year: \$1,301.16.

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

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

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

3. 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.

4. 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)

5. 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 November 1, 1996, under Kittitas County Auditor's File No. 199611010041.  
For : Public Utility District No. 1 of Kittitas County, and to its successors or assigns  
Affects : The North half of the South half of the Northeast Quarter of the Northwest Quarter of said Section 10-- it appears that said legal description is in error and the intent was to encumber the premises described herein, as the signatory thereto, J.P. Reilley, holds no interest in the premises described in said document.

(SCHEDULE B)

File No. 0116816

Guarantee Number: WA2011-46-0116816-2012.72030-87142705

6. Agreement for Purchase of Power, and the terms and conditions thereof, executed by and between the parties herein named;
- Between : Public Utility District No. 1, and Mr. J.P. Reilley;  
Dated : September 19, 1996  
Recorded : March 18, 1997  
Auditor's File No. : 199703180017  
Affects : "His property located at 7761 Reecer Creek Road...  
Tax Parcel #18181000021  
The North half of the South half of the Northeast Quarter of the Northwest Quarter..." of said Section 10-- it appears that said legal description is in error and the intent was to encumber the premises described herein, as the signatory thereto, J. P. Reilley, holds no interest in the premises described in said document, and the address referenced on said document corresponds with the premises described herein.
7. DEED OF TRUST, and the terms and conditions thereof:
- Grantor : David J. O'Keefe, a married man as his separate estate  
Trustee : AmeriTitle  
Beneficiary : Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Lender, as hereinafter defined, and Lender's successors and assigns.  
Lender: Banner Bank  
Amount : \$108,000.00, plus interest  
Dated : July 2, 2007  
Recorded : July 9, 2007  
Auditor's File No. : 200707090060

END OF EXCEPTIONS

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.
2. We note the title to the following manufactured home located on said premises has been eliminated, as disclosed by Manufactured Home Application for Title Elimination:
- Recorded : December 24, 1996  
Auditor's File No. : 199612240010  
Manufactured Home : 1997, Northwest Limited, 40' x 27', VIN No. GWOR23N17076

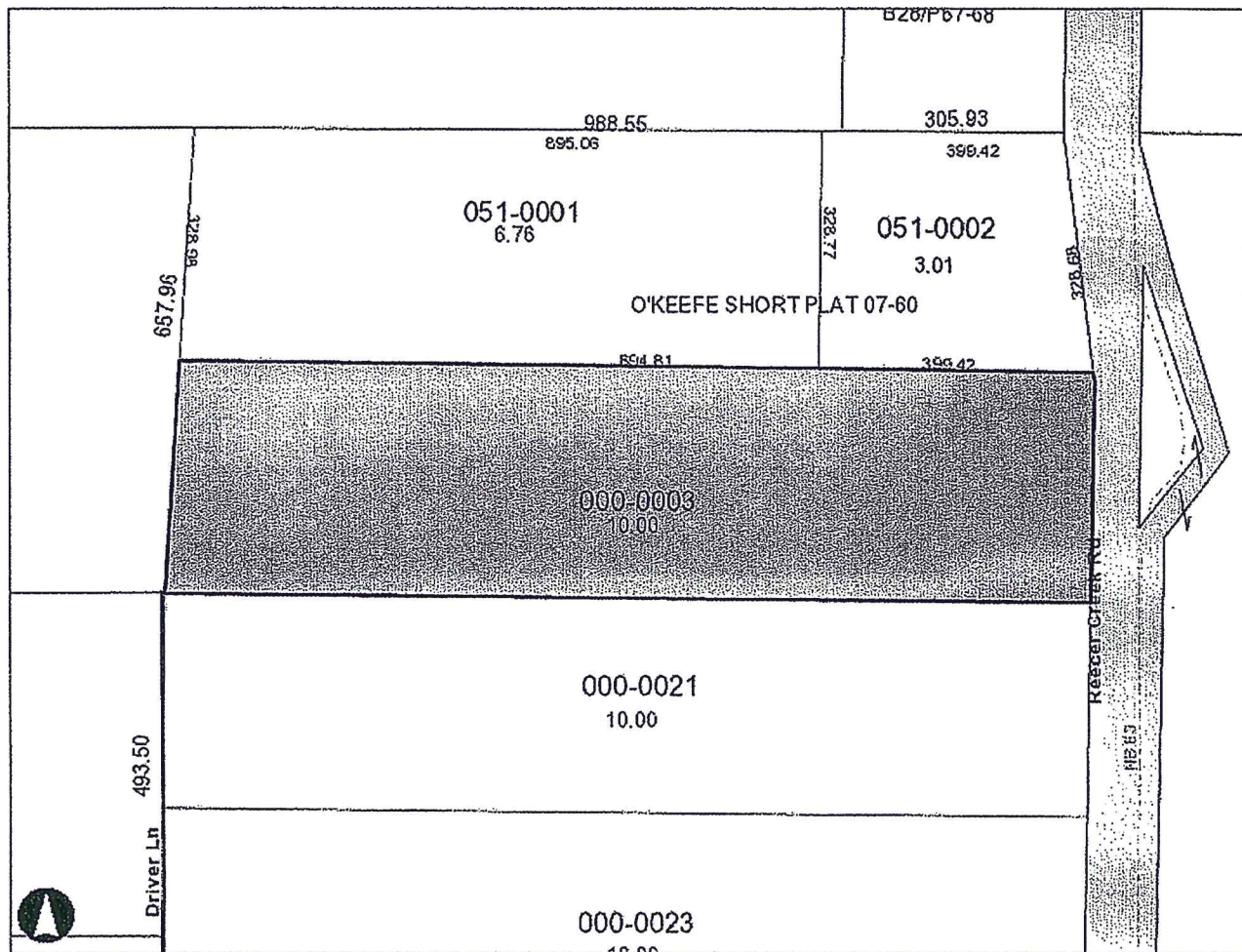
NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such 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/lmw

1 cc: Encompass: Ginger  
gweiser@encompasses.net

7761 Reecer Creek



**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.





In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Effective Date: 5/1/2008

**Fidelity National Financial, Inc  
Privacy Statement**

Fidelity National Financial, Inc and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access to Personal Information/**

##### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc  
601 Riverside Avenue  
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.