

# CHICAGO TITLE INSURANCE COMPANY

**Policy No. 72156-47152005**

## UPDATED 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 17, 2020

Issued by:

AmeriTitle, Inc.

101 W Fifth Ave.

Ellensburg, WA 98926

(509)925-1477

  
Authorized Signer



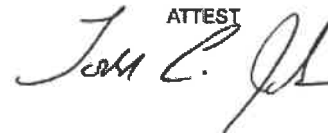
CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary

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

Subdivision Guarantee Policy Number: 72156-47152005

# SUBDIVISION GUARANTEE

Order No.: 384248AM  
Guarantee No.: 72156-47152005  
Dated: September 15, 2020

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

Your Reference: 870 & 1071 Scott Dr. Cle Elum, WA 98922

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:

Tract 1:

PARCEL 1:

Parcel C of that certain survey recorded March 21, 1988, in Book 15 of Surveys, page 142, under Auditor's File No. 511365, being a portion of the South half of Section 21, Township 20 North, Range 14 East, W.M., records of Kittitas County, State of Washington.

PARCEL 2:

A non-exclusive easement ingress and egress, 60 feet in width, from Nelson Siding County Road, as delineated on that certain Survey recorded March 21, 1988, in Book 15 of Surveys, page 142, under Auditor's File No. 511365, being a portion of the South half of Section 21, Township 20 North, Range 14 East, W.M., records of Kittitas County, State of Washington, and as partially relocated by document recorded March 3, 1989 under Auditor's File No. 518990.

Tract 2:

PARCEL 1:

Parcel K of that certain Survey recorded March 21, 1988, in Book 15 of Surveys, page 142, under Auditor's File No. 511363, being a portion of the South Half of Section 21, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

PARCEL 2:

A non-exclusive easement ingress and egress, 60 feet in width, from Nelson Siding County Road, as delineated on that certain Survey recorded March 21, 1988, in Book 15 of Surveys, page 140, under Auditor's File No. 511363, being a portion of the South half of Section 21, Township 20 North, Range 14 East, W.M., records of Kittitas County, State of Washington, and as partially relocated by document recorded March 3, 1989 under Auditor's File No. 518990.

Title to said real property is vested in:

Kimberlee R. Lohnes, a single person

**END OF SCHEDULE A**

(SCHEDULE B)

Order No: 384248AM  
Policy No: 72156-47152005

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: 2020  
Tax Type: County  
Total Annual Tax: \$5,356.14  
Tax ID #: 218936  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$2,678.07  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2020  
Second Installment: \$2,678.07  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2020

7. Tax Year: 2020  
Tax Type: County  
Total Annual Tax: \$3,224.09  
Tax ID #: 049036  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,612.05  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2020  
Second Installment: \$1,612.04  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2020
8. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.  
  
To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.
9. 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  
Purpose: The right to construct and maintain its lines of telegraph, including the necessary poles and fixtures  
Recorded: April 27, 1911  
Instrument No.: 29533  
Book 22, Page 537  
Affects: Said premises, the exact location and width thereof, is not disclosed of record
10. An easement across said premises and other land, with the right to construct, erect, alter, improve, repair, operate and maintain an electric transmission line across said premises granted by Dominick Venera, a bachelor, Joseph Venera, a bachelor, and Peter Venera, a bachelor, to the Puget Sound Power and Light Company, a corporation, by agreement dated October 19, 1922, and recorded in Book 38 of Deeds, page 327. Said agreement contains the following provisions:  
  
"Grantors shall not discharge any dynamite or other explosives, for the purpose of blasting stumps, or for any other purposes within a distance of 300 feet of said transmission line without first giving due and reasonable notice in writing to the proper officer or agent of the grantee of their intention to do so."
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: Pacific Telephone and Telegraph Company  
Purpose: To construct, operate, maintain, replace and remove such communication systems as said grantee may from time to time require, consisting of underground cables, poles, and other appurtenances and the right to clear and keep cleared all trees, roots, brush, and other obstructions from the surface of said strip and to install gates in any fences crossing said strip  
Recorded: May 11, 1948  
Volume 79 of Deeds, Page 275 and 277  
Affects: a strip of land 30 feet wide across said land, together with the right of ingress and egress over a road running generally along said strip or over such practical other route as may be mutually satisfactory

12. The provisions contained in easement,  
Recorded: May 11, 1948,  
Volume 79 of Deeds, Page 275 and 277  
As follows: "The undersigned 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 10 feet of said strip or within 100 feet of repeater housings; and that the land on said strip will not be used in agricultural operations or otherwise to a depth greater than 24 inches."
13. A decree was entered January 31, 1962, in an action in the Superior Court of Kittitas County, in Civil Cause No. 14959, State of Washington against Human Relations Research Foundation, et al., awarding to said State of Washington, a strip of land for highway right of way and setting the amount to be recovered for the land. Said decree also covers access rights, including air, view and light of the abutting property to the right of way being acquired therein.
14. Easement for rights of way across said premises and other land, with the right to construct, erect, alter, improve, repair, operate and maintain an electric transmission and distribution line, together with the right of ingress and egress across adjacent lands of grantors, and the right to cut all brush and timber and trim all trees which constitute a menace or danger to said line, granted by Human Research Foundation to Puget Sound Power and Light Company, by deed dated January 23, 1962, and recorded in Book 109 of Deeds, page 428. Said easement contains the following provisions:  
  
"Grantors shall not place, construct or maintain any building or other structure within 20 feet of said center line and shall do no blasting whatsoever within a distance of 300 feet from said line unless reasonable notice thereof has been first given to grantee in writing."
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company  
Purpose: Underground electric transmission and/or distribution system  
Recorded: June 2, 1981  
Instrument No.: 452457  
Volume 149, Page 374  
Affects: A right of way 10 feet in width, having 5 feet of such width, on each side of a centerline, described as follows:  
  
The centerline of grantee's facilities, as constructed, or to be constructed, extended or relocated, lying within the South 50 feet of the West 733.37 feet of the East 1,374.94 feet of the Southeast Quarter of said section.
16. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Nelson Siding County Road,  
Book: 15 of Surveys Page: 140  
Matters shown:  
a) Nonexclusive easement, 60 feet in width for ingress and egress to Nelson Siding County Road
17. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Volume: 15 of Surveys Page: 142  
Instrument No.: 511365  
Matters shown:  
a) 60' easement for ingress and egress to Nelson Siding Road

18. Road Maintenance Agreement and the terms and conditions contained therein  
Volume 286, Page 823  
Recorded: March 3, 1989  
Instrument No.: 518987
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: James D. Perri, Christina L. West, Jeff Ranger and Kara Ranger  
Purpose: Irrigation ditch easement  
Recorded: March 3, 1989  
Instrument No.: 518991  
Book 286, Page 915  
Affects: Portion of said premises
20. The provisions contained in contract,  
Recorded: August 24, 1988,  
Instrument No.: 514967.  
As follows:  
"TOGETHER WITH all water rights and irrigation ditches appurtenants thereto, including a permanent, non-exclusive easement 10 feet in width and in a location to be determined by Seller/Grantor across Seller's/Grantor's remaining real property located to the West of the above described real property for delivery of water to the above described real property; provided, however, that Purchaser/Grantee shares equally in the cost of the purchase, installation and maintenance of an irrigation pipeline, from the Kittitas Reclamation District delivery point to the West Boundary of Seller's/Grantor's said remaining real property, with each Parcel as shown on said Survey responsible for paying an equal share of the cost thereof after the sale of such Parcels by Seller/Grantor. The irrigation ditch or irrigation lines East of the Southwest corner of Parcel F (as shown on said survey) will run in an East - West direction along the Southerly 10 feet of the South line of Seller's/Grantor's 99 acres as shown on said survey. Any additional irrigation ditches or irrigation lines will follow only along surveyed property lines unless a different system of water distribution is agreed to by all affected property owners."
21. 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: August 9, 1989  
Instrument No.: 522539  
Volume 293, Page 675  
Affects: Said premises and other land
22. 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: July 16, 2014  
Instrument No.: 201407160006

23. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$100,000.00  
Trustor/Grantor: Kimberlee R. Lohnes, a single woman  
Trustee: AmeriTitle  
Beneficiary: Cashmere Valley Bank  
Dated: January 27, 2020  
Recorded: January 31, 2020  
Instrument No.: 202001310055  
Affects: Tract 1
24. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$250,000.00  
Trustor/Grantor: Kimberlee R. Lohnes  
Trustee: AmeriTitle  
Beneficiary: Cashmere Valley Bank  
Dated: June 5, 2020  
Recorded: June 16, 2020  
Instrument No.: 202006160030  
Affects: Tract 1

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.

**END OF EXCEPTIONS**



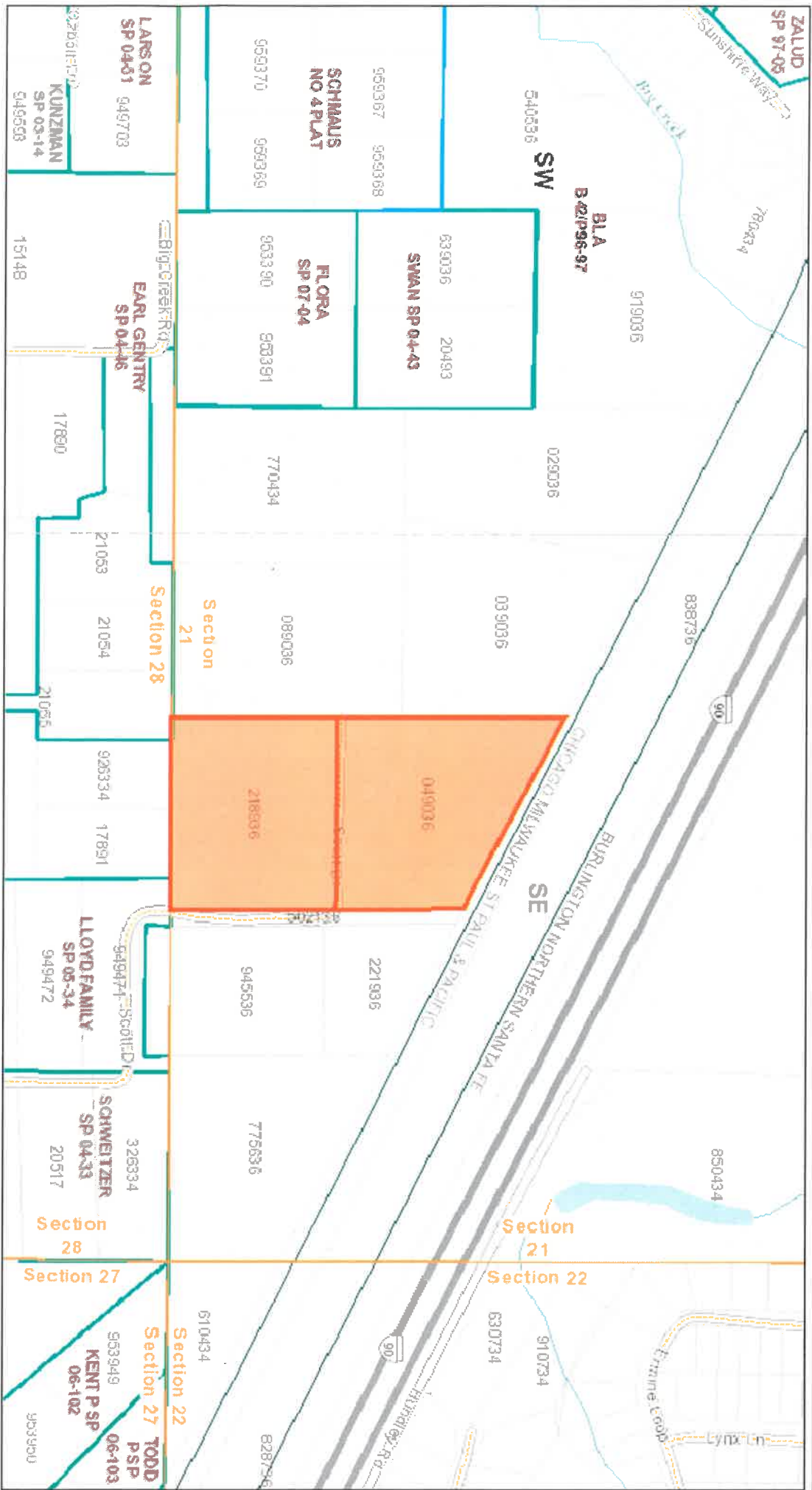
**Notes:**

- 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 C and K, Book 15 of Surveys, page 142, ptn of the S Half 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**

# 870 & 1021 Scott Dr



Date: 6/30/2020

**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.



1 inch = 752 feet  
 Relative Scale 1:9,028