

CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-48322173

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: November 28, 2023

Issued by:

AmeriTitle, LLC

503 N Pearl St., Ste 101

Ellensburg, WA 98926

(509)925-1477

Laura Woodiwiss

Authorized Signer

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

CHICAGO TITLE INSURANCE COMPANY



By:

(Signature)

President

ATTEST

(Signature)

Secretary

RECEIVED
JUN 05 2024

Subdivision Guarantee Policy Number: 72156-48322173

Kittitas County CDS

SUBDIVISION GUARANTEE

Order No.: 615270AM
Guarantee No.: 72156-48322173
Dated: November 28, 2023

Liability: \$1,000.00
Fee: \$350.00
Tax: \$29.40

Assured: Cruse & Associates

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:

See attached Exhibit 'A'

Title to said real property is vested in:

John T. Gates and Eva M. Gates, husband and wife as to TRACT 1; Eva M. Gates and John Thomas Gates, wife and husband as to TRACT 2; and John T. Gates and Eva M. Gates, a married couple as to TRACT 3

END OF SCHEDULE A

(SCHEDULE B)

Order No: 615270AM
Policy No: 72156-48322173

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: 2023
Tax Type: County
Total Annual Tax: \$1,333.10
Tax ID #: 21139
Taxing Entity: Kittitas County Treasurer
First Installment: \$666.55
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$666.55
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2023
Affects: Tract 1

Subdivision Guarantee Policy Number: 72156-48322173

7. Tax Year: 2023
Tax Type: County
Total Annual Tax: \$5,655.78
Tax ID #: 21140
Taxing Entity: Kittitas County Treasurer
First Installment: \$2,827.89
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$2,827.89
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2023
Affects: Tract 2
8. Tax Year: 2023
Tax Type: County
Total Annual Tax: \$3,401.60
Tax ID #: 21142
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,700.80
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$1,700.80
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2023
Affects: Tract 3
9. 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.
10. Liens, levies and assessments of the Pioneer Trails Easement Owner's Association.
11. The provisions contained in Deed to the Kittitas Reclamation District,
Recorded: April 12, 1928,
Instrument No.: [90010](#)
As follows: "Said grantor, for itself and for its successors and assigns, hereby acknowledge full satisfaction for all severance damages and claims thereto to all their lands adjacent to the lands herein conveyed by reason of or occasioned by the location, construction, maintenance and operation of an irrigation canal by grantee, its successors and assigns, over and across the premises herein conveyed."
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: United States of America
Purpose: One or more electric power transmission lines and one or more telephone and/or telegraph lines
Recorded: October 11, 1944
Instrument No.: [180048](#)
Book 69, Page 44
Affects: A strip of land 125 feet wide over and across a portion of said premises

13. Agreement and the terms and conditions contained therein
Purpose: Road Use and Easement Exchange
Recorded: October 24, 1985
Instrument No.: [491488](#)
14. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from PCTC, Inc, a Delaware Corporation (Formerly known as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.).
Recorded: June 30, 1989
Instrument No.: [521473](#)
- 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.
15. Agreement and the terms and conditions contained therein
Between: PCTC, INC., a Delaware corporation (formerly known as Plum Creek Timber Company, Inc.
And: BN Timber Company, L.P., as grantee, Meridian Minerals Company, a Montana Corporation, as reserved mineral owner and Meridian Oil, Inc., a Delaware corporation, as reserved oil and gas owner.
Recorded: May 31, 1991
Instrument No.: [539737](#)
16. The provisions contained in Partial Waiver of Surface Use Rights,
Recorded: February 13, 1992,
Instrument No.: [199604080028](#)
17. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: October 31, 2002
Book: 28 of Surveys, Page: 59
Instrument No.: [200210310025](#)
Matters shown:
a) Easements shown thereon
b) Notes thereon.
18. 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: May 7, 2003
Instrument No.: [200305070001](#)
- Modification(s) of said covenants, conditions and restrictions
Recorded: October 7, 2004
Instrument No.: [200410070008](#)
19. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Plat of Fowler Creek Large Lot Subdivision, SP-2003-11,
Recorded: July 29, 2003
Book: 8 of Plats, Pages: 231 and 232
Instrument No.: [200307290054](#)
Matters shown:
a) Easements shown thereon;
b) Notes shown thereon
c) Dedication thereon.

20. Agreement and the terms and conditions contained therein
In favor of: Cle Elum's Sapphire Skies, LLC, a Washington limited liability company
Purpose: Road Maintenance Agreement
Recorded: May 26, 2004
Instrument No.: [200405260056](#)
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: Westside Ridge LLC, its successors and assigns
Purpose: Ingress, egress, utilities and reconstruction use and maintenance
Recorded: January 26, 2005
Instrument No.: [200501260003](#)
22. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: January 26, 2005
Book: 30 of Surveys, Page: 236
Instrument No.: [200501260006](#)
Matters shown:
a) Easements shown thereon;
b) Cul-de-sacs shown thereon;
c) Notes contained thereon.
23. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: January 26, 2005
Book: 30 of Surveys, Page: 237
Instrument No.: [200501260007](#)
Matters shown:
a) Easements shown thereon;
b) Reservations shown thereon.
24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Big Fowler Creek, LLC, its successors and assigns
Purpose: Ingress and egress to certain trails in the Vicinity for recreational use
Recorded: January 28, 2005
Instrument No.: [200501280001](#)
25. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: For permanent non-exclusive easement and right-of-ways sixty (60') feet in width for ingress, egress, utilities, reconstruction, use and maintenance, over, upon, along and across existing roads
Recorded: February 9, 2005
Instrument No.: [200502090017](#)
26. Unrecorded Joint Development Memorandum of Understanding dated April 5, 2007, notice of which is given by recital in Notice of Memorandum of Understanding, and the terms and conditions thereof, executed by and between the parties herein named:
Between: Northland Resources; LLC, Meadow Springs, LLC; Stuart Vista, LLC and Starlite Construction LLC
Recorded: February 8, 2008
Auditor's File No.: [200802080038](#)

27. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: July 7, 2011
Book: 37 of Surveys, Pages: 160 through 162
Instrument No.: [201107070002](#)
Matters shown:
a) Easements shown thereon;
b) Notes shown thereon.
- "Declaration Terminating (Portion of) Easement" recorded May 16, 2012 under Auditor's File No. [201205160008](#).
- "Declaration Releasing Easement" recorded June 29, 2012 under Auditor's File No. [201206290039](#).
28. 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: September 2, 2011
Instrument No.: [201109020032](#)
29. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Stuart Vista LLC, a Washington limited liability company
Recorded: September 2, 2011
Instrument No.: [201109020033](#)
Affects: Tract 2
30. 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: September 2, 2011
Instrument No.: [201109020033](#)
Affects: Tract 2
31. Agreement and the terms and conditions contained therein
Between: Stuart Vista, LLC, a Washington limited liability company
And: Eva M. Garry
Purpose: Shared Driveway Maintenance Agreement
Recorded: September 2, 2011
Instrument No.: [201109020035](#)
32. 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.
Purpose: Construct, operate, maintain, repair, replace, improve and enlarge one or more utility systems
Recorded: May 23, 2012
Instrument No.: [201205230029](#)
Affects: Tract 1 and Tract 3
33. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Puget Sound Energy, Inc.
Recorded: May 23, 2012
Instrument No.: [201205230030](#)
Affects: Tract 2

34. Agreement and the terms and conditions contained therein
Between: Stuart Vista, LLC, ("SV")
And: Eva M. Garry
Purpose: Shared Driveway and Maintenance Agreement
Recorded: June 29, 2012
Instrument No.: [201206290040](#)
Affects: Tract 2 and other land
35. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Northland Investments, Inc., a Washington corporation
Recorded: April 1, 2015
Instrument No.: [201504010031](#)
36. The provisions contained in deed from Northland Investments, Inc., a Washington corporation
Grantor, to John T. Gates and Eva M. Gates,
Recorded: April 1, 2015,
Instrument No.: [201504010031](#)
37. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: Eva M. Gates and John T. Gates
Secured Party: Puget Sound Cooperative Credit Union
Recorded: August 16, 2017
Instrument No.: [201708160001](#)
Affects: Tract 2

A change to the above Financing Statement was filed:

Recorded: July 19, 2022

Instrument No.: [202207190014](#)

Nature of Change: Continuation

Subordination Agreement referencing: Instrument No.: [201708160001](#)

And: Instrument No.: [202004080027](#)

Recorded: April 8, 2020

Instrument No: [202004080030](#)

38. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$150,000.00
Trustor/Grantor: Eva M. Gates and John Thomas Gates, wife and husband
Trustee: AmeriTitle
Beneficiary: Cashmere Valley Bank
Dated: October 24, 2018
Recorded: October 30, 2018
Instrument No.: [201810300018](#)
Affects: Tract 2

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.

Subordination Agreement referencing: Instrument No.: [201810300018](#)

And: Instrument No.: [202004080027](#)

Recorded: April 8, 2020

Instrument No: [202004080031](#)

39. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$327,500.00

Trustor/Grantor: Eva M. Gates and John Thomas Gates, wife and husband

Trustee: AmeriTitle, Inc.

Beneficiary: Cashmere Valley Bank

Dated: April 3, 2020

Recorded: April 8, 2020

Instrument No.: [202004080027](#)

Affects: Tract 2

Subordination Agreement referencing: Instrument No.: [201708160001](#)

And: Instrument No.: [202004080027](#)

Recorded: April 8, 2020

Instrument No: [202004080030](#)

Subordination Agreement referencing: Instrument No.: [201810300018](#)

And: Instrument No.: [202004080027](#)

Recorded: April 8, 2020

Instrument No: [202004080031](#)

END OF EXCEPTIONS

Notes:

Note No. 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.

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: Parcels B, C and E, Book 37 of Surveys, pgs 160-162, being ptn Lot 12-B, SP-2003-11, FOWLER CREEK LARGE LOT SUBDIVISION, Book 8 of Plats, pgs 231-232.

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

EXHIBIT 'A'

File No. 615270AM

TRACT: 1

Parcel B of that certain Survey as recorded July 7, 2011, in Book 37 of Surveys, pages 160 through 162, under Auditor's File No. [201107070002](#), records of Kittitas County, Washington; being a portion of Lot 12-B, SP-2003-11, [FOWLER CREEK LARGE LOT SUBDIVISION](#), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 8 of Plats, pages 231 and 232, records of said County.

TRACT: 2

Parcel C of that certain Survey as recorded July 7, 2011, in Book 37 of Surveys, pages 160 through 162, under Auditor's File No. [201107070002](#), records of Kittitas County, Washington; being a portion of Lot 12-B, SP-2003-11 [FOWLER CREEK LARGE LOT SUBDIVISION](#), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 8 of Plats, pages 231 and 232, records of said County, in the County of Kittitas, State of Washington, in the Southeast Quarter of Section 1, Township 19 North, Range 14 East, W.M.

TRACT 3:

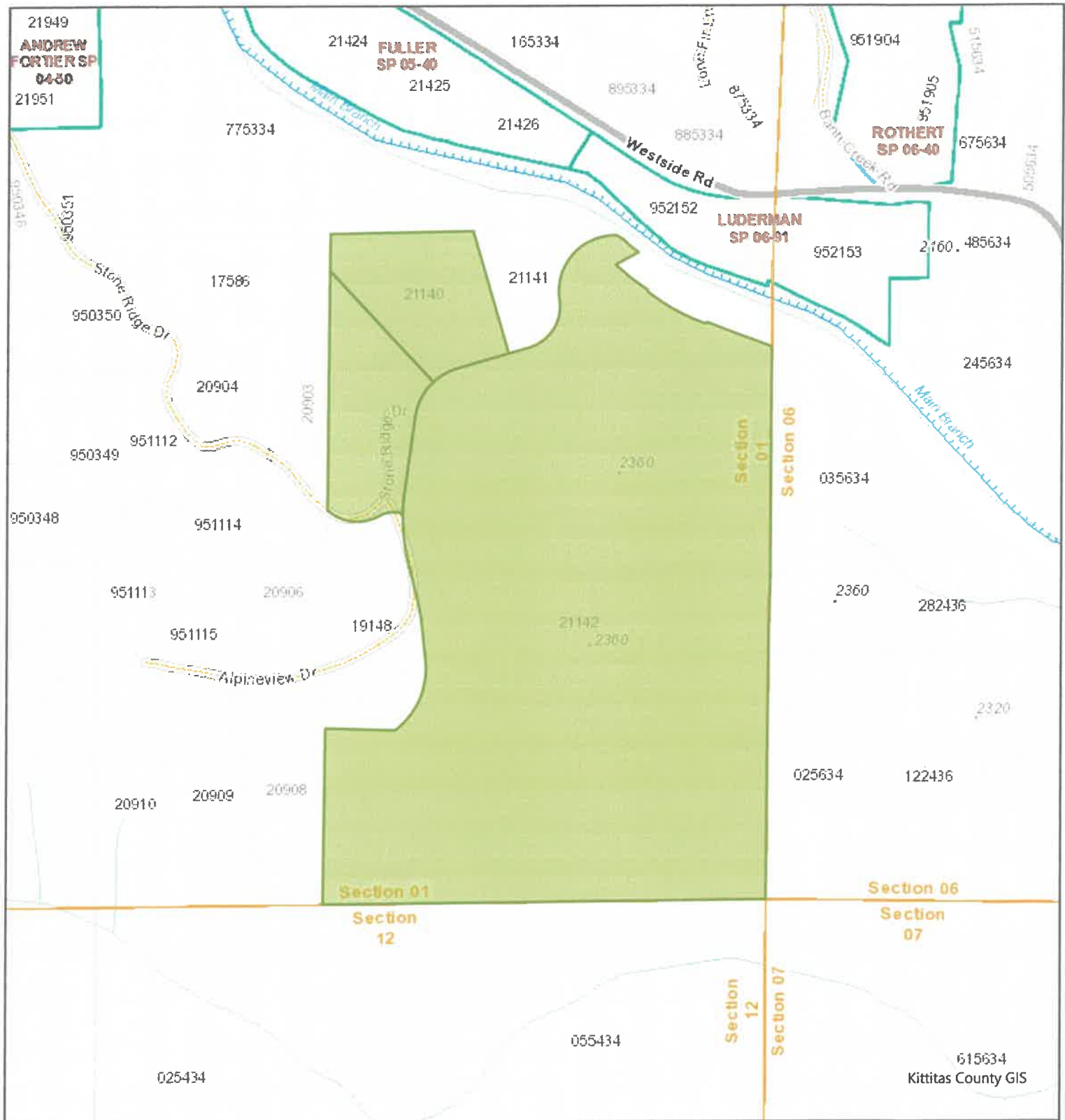
Tract A:

Parcel E of that certain Survey as recorded July 7, 2011, in Book 37 of Surveys, pages 160 through 162, under Auditor's File No. [201107070002](#), records of Kittitas County, Washington; being a portion of Lots 12-B and 12-C, SP-2003-11 [FOWLER CREEK LARGE LOT SUBDIVISION](#), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 8 of Plats, pages 231 and 232, records of said County.

Tract B:

A sixty foot (60') easement for ingress, egress and utilities over and under the existing road as delineated on the [Plat of Westside Heights](#), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 9 of Plats, Pages 85 and 86, records of said County.

Kittitas County COMPAS Map



Date: 11/17/2023

1 inch equals 752 feet

0 0.05 0.1 0.19 mi

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.

