

CHICAGO TITLE INSURANCE COMPANY

Policy No. 7215645618038

GUARANTEE

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: January 26, 2017

Issued by:

AmeriTitle, Inc.

101 W Fifth

Ellensburg, WA 98926

(509)925-1477



Authorized Signer

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

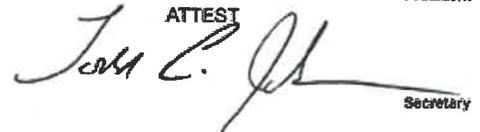
Subdivision Guarantee Policy Number: 7215645618038

CHICAGO TITLE INSURANCE COMPANY

By: 

President



ATTEST

Secretary

RECEIVED
SEP 17 2018

Kittitas County CDS

UPDATED SUBDIVISION GUARANTEE

Order No.: 136826AM

Guarantee No.: 7215645618038

Dated: June 21, 2018 at 7:30 A.M.

Liability: \$1,000.00

Fee: \$350.00

Tax: \$28.70

Your Reference: 4684 Nelson Siding Road, Cle Elum

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:

All of that part of the following described portion of the Northeast Quarter of Section 29, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, which lies East of Big Creek and North of the Kittitas Reclamation District Canal:

A tract of land bounded by a line beginning at a point on the North boundary line of said Quarter section which is 1,274.8 feet South 89°26' West of the intersection of the South boundary line of the right of way of the County Road with the North boundary line of said Quarter section, and running thence South 11°02' West, 756.4 feet; thence South 26°58' East, 64.9 feet; thence South 77°18' East, 1,900.1 feet to the East boundary line of said Quarter section; thence South along the East boundary line of said Quarter section to the Southeast corner thereof; thence West along the South boundary line of said Quarter section to the Southwest corner thereof; thence North along the West boundary line of said Quarter section to the Northwest corner thereof; and thence East along the North boundary line of said Quarter section to the point of beginning.

EXCEPT: That portion as conveyed to Kittitas Reclamation District by Warranty Deed dated September 27, 1927, Book 45, page 561, Auditor's File No. 87724.

Title to said real property is vested in:

Mark E. Wenger and Darcy L. Spencer-Wenger, husband and wife

END OF SCHEDULE A

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(SCHEDULE B)

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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: 2018
Tax Type: County
Total Annual Tax: \$2,754.45
Tax ID #: 479134
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,377.23
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2018
Second Installment: \$1,377.22
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2018

7. 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.

8. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Northwestern Improvement Company.
Recorded: June 23, 1902
Volume: 4 of Deeds, Page 610
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.
9. Waiver of damages contained in Deed from C.F. Diener and Louisa Diener, husband and wife to the Kittitas Reclamation District, dated September 11, 1926, and recorded October 6, 1926, in Book 43 of Deeds, page 637, under Auditor's File No. 83744, 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."

10. The provisions contained in deed,
Recorded: April 7, 1972,
Instrument No.: 447684.
As follows: "It is understood that the grantee must contribute his full share to all repairs, maintenance, replacement and upkeep on all irrigation ditches and waterworks and the dam on Big Creek where the water is diverted to said lands."
11. At the request of the insured, we have agreed to eliminate any reference in the policy to issue as to the pendency of Yakima County Superior Court Cause No. 77-2-01484-5 on the agreed-upon understanding that there are no provisions in said policy which afford, or are intended to afford, insurance that there is a present or continuing right to use surface waters of the Yakima River Drainage Basin. The sole purpose of said paragraph appearing in our Guarantee was to advise the insured that such an action is pending of record and that judgment adjudicating such surface waters are being sought in accordance with the statutes of the State.
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 & Light Company, a Washington corporation
Purpose: Underground electric system
Recorded: July 10, 1981
Instrument No.: 453494
Volume 151, Page 129
Affects: A right of way 10 feet in width
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

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Granted To: Earl E. Gentry and Valerie K. Gentry, husband and wife

Purpose: Access

Recorded: May 23, 1985, in Volume 226, Page 52, under Kittitas County Auditor's File No. 487802, and as amended by instrument recorded July 11, 1985 in Volume 229, Page 16, under Auditor's File No 488779.

Affects: A strip of land 20 feet in width along the existing Kittitas Reclamation District Lateral to the Kittitas Reclamation District Canal; then Northwesterly along the canal to the existing road; thence continuing along said existing road to the existing road crossing the Kittitas Reclamation Canal at the Big Creek siphon.

14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Earl E. Gentry and Valerie K. Gentry, husband and wife

Purpose: Access

Recorded: May 23, 1985, in Volume 276, Page 52, under Kittitas County Auditor's File No. 4878028, and as amended by instrument recorded July 11, 1985 in Volume 229, Page 16, under Auditor's File No 488779

Affects: Along the existing roadways location of which is undisclosed

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: Earl E. Gentry and Valerie K. Gentry, husband and wife

Purpose: Maintenance and repair of existing phone line

Recorded: May 23, 1985, in Volume 26, Page 52, under Kittitas County Auditor's File No. 487802, and as amended by instrument recorded July 11, 1985 in Volume 229, Page 16, under Auditor's File No 488779

Affects: Portion of said premises

16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Earl E. Gentry and Valerie K. Gentry, husband and wife

Purpose: Use, maintenance and installation of power line

Recorded: May 23, 1985, in Volume 226, Page 52, under Kittitas County Auditor's File No. 487802, and as amended by instrument recorded July 11, 1985 in Volume 229, Page 16, under Auditor's File No 488779

Affects: Portion of said premises

17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Gerald J. Griffith and Joanne C. Griffith, husband and wife

Purpose: Access

Recorded: April 30, 1991, in Volume 321, Page 1088, under Kittitas County Auditor's File No. 538944

Affects: 20 foot strip of land being 10 feet on either side of the centerline of the existing road and within the South 40 feet of said premises

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

Amount: \$381,700.00

Trustor/Grantor: Mark E. Wenger and Darcy L. Spencer-Wenger, husband and wife as joint tenants

Trustee: LS Title of Washington, a Washington corporation

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Countrywide Bank, FSB

Dated: February 4, 2009

Recorded: February 11, 2009

Instrument No.: 200902110004

The beneficial interest under said Deed of Trust was assigned of record to Bank of America, N.A., by assignment

Recorded: January 29, 2015

Instrument No.: 201501290004

19. Corrected License Agreement and the terms and conditions contained therein
Between: United States of America
And: Mark E. Wenger and Darcy L. Spencer-Wegner, husband and wife
Recorded: August 19, 2016
Instrument No.: 201608190001

Said document is a Corrected License Agreement of original License Agreement recorded July 26, 2013 under Auditor's File No. 201307260057.

20. 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.
21. Any question of location, boundary or area related to the Big Creek, including, but not limited to, any past or future changes in it.
22. 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.
23. 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 18, 2018
Instrument No.: 201805180083

END OF EXCEPTIONS

Notes:

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- a. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.
To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.
- 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: Ptn NE Quarter of Section 29, Township 20N, Range 14E, W.M.

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for informational 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