CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-47018313

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: February 11, 2020

Issued by:

AmeriTitle, Inc.

101 W Fifth Ave.

Ellensburg, WA 98926

(509)925-1477

Authorized Signer

CHICAGO TITLE INSURANCE COMPANY

Com ATTEST Of

Prosident

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

SUBDIVISION GUARANTEE

Order No.: 351390AM

Guarantee No.: 72156-47018313

Dated: February 11, 2020

Liability: \$1,000.00

Fee: \$350.00 Tax: \$29.05

Your Reference: 2781 Stevens Rd, Ellensburg, WA 98926

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:

Tract 1:

Farm Unit "E", according to the Farm Unit Plat, or the North Half of the Southeast Quarter of Section 10, Township 17 North, Range 20 East, W.M., EXCEPT right of way for County Road along the North and East boundaries thereof.

Tract 2:

The South Half of the Northeast Quarter of Section 10, Township 17 North, Range 20 East, W.M., EXCEPT:

- 1. Right of way of County Roads along the South and West boundary lines thereof.
- 2. Right of way of Kittitas Reclamation District Lateral across said tract.
- A tract of land bounded by a line described as follows:

Beginning at a point which is 30 feet East of the Northwest corner of said Half of Quarter section and running thence South along the East boundary line of County Road right of way 506.0 feet; thence North 70°53; East 344.0 feet; thence North 19°56' East 417.0 feet to the North boundary line of said Half of Quarter section; thence West along said North boundary 467.1 feet to the point of beginning.

ALL in the County of Kittitas, State of Washington .

Title to said real property is vested in:

Michael E. Colson and Sandra A. Colson, Trustees of the Michael E. Colson and Sandra A. Colson Revocable Living Trust dated January 26, 2015

END OF SCHEDULE A

(SCHEDULE B)

Order No:

351390AM

Policy No:

72156-47018313

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

EXCEPTIONS:

- 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.
- 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
- 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: \$3,296.36

Tax ID #: 840633

Taxing Entity: Kittitas County Treasurer

First Installment: \$1,648.18 First Installment Status: Due

First Installment Due/Paid Date: April 30, 2020

Second Installment: \$1,648.18 Second Installment Status: Due

Second Installment Due/Paid Date: October 31, 2020

 Communication assessment for the year 2020, which becomes delinquent after April 30, 2020, if not paid.

Amount: \$30.00 Parcel No. : 840633

Note: This exception is for informational purposes only and will be removed from the final policy as the assessment is not a lien on real property.

8. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

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

Granted To: Kittitas County

Purpose: A road

Dated: February 28, 1936 Book 56 of Deeds, Page 421 Affects: A portion of Tract 1

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

Granted To: Kittitas County

Purpose: Road

Dated: February 28, 1936 Book 56 of Deeds, Page 422 Affects: A portion of Tract 2

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: Public Utility District No. 1

Purpose: The right to construct, operate, repair, maintain, relocate and replace an electric transmission or distribution line, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said line, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling

Dated: February 20, 1939 Book 62 of Deeds, Page 342 Affects: A portion of Tract 1

- 13. 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.
- Agreement for Purchase of Power and the terms and conditions contained therein Between: Public Utility District No. 1 of Kittitas County, a Washington corporation, of Ellensburg

Washington

And: Michael E. Colson Recorded: June 28, 1991 Instrument No.: 540506

15. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

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. Pursuant to information previously provided to the Company, we note the following party/parties is/are authorized to sign on behalf of the named entity. In the event of any revision to said authorization, the Company must be notified immediately, and provided with evidence of the identity and authority of any party/parties to execute the forthcoming instrument(s); the Company makes no further commitment pending review of any such evidence.

Entity: The Michael E. Colson and Sandra A. Colson Revocable Trust Authorized Signatories: Michael E. Colson, as Trustee and Sandra A. Colson, as Trustee

c. 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: Farm Unit "E", according to the Farm Unit Plat, or the N Half of the SE Quarter of Section 10, Township 17 N, Range 20 E, W.M. and the S Half of the NE Quarter of Section 10, Township 17 N, Range 20 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