

CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-44948148 UPDATED 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: September 22, 2020

Issued by:

AmeriTitle, LLC

101 W Fifth Ave. Ellensburg, WA 98926

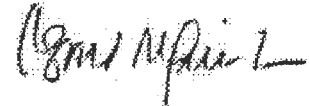
(509)925-1477



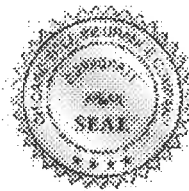
Authorized Signer

CHICAGO TITLE INSURANCE COMPANY

By:



President



ATTEST



Secretary

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

RECEIVED
JAN 11 2021

Subdivision Guarantee Policy Number: 72156-44948148

Kittitas Co. CDS

UPDATED SUBDIVISION GUARANTEE

Order No.: 70027AM
Guarantee No.: 72156-44948148
Dated: December 29, 2020 at 7:30 A.M.

Liability: \$1,000.00
Fee: \$250.00
Tax: \$20.00

Assured: Shirley Riste and Gray 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

Those portions of the Southeast Quarter of Section 28 and of the North Half of Section 33 which lie Westerly of the right of way for Primary State Highway No. 3 (U.S. 97), and Easterly of the Yakima River, EXCEPT:

1. Right of way for Northern Pacific Railway Company, 400 feet in width thru said Section 33.
2. Right of way for Inland Empire Highway, 60 feet in width over the West Half of the Northeast Quarter and the East Half of the Northwest Quarter of said Section 33 as conveyed to the State of Washington by deed recorded in Volume 38 of Deeds, page 41. Said Deed was corrected and superceded by Deed recorded September 5, 1931 in Book 49 of Deeds page 541 only as to the land described in said correction Deed.
3. Right-of-way conveyed to the State of Washington by Deed recorded October 18, 1922 in Book 38 of Deeds page 223.
4. The following portions conveyed to the United States of America by deed recorded in Book 59 of Deeds, page 412, and in Book 61 of Deeds, page 154:
All that portion of the Southwest Quarter of the Northwest Quarter of said Section 33 lying between the Yakima River and the right of way of the Northern Pacific Railway Company; and that portion of the Northwest Quarter of said Section which is described as follows:
Beginning at the Northwest corner of said Section 33; thence North 89° 51' 44" East along the North boundary line of said Section 1663.58 feet; thence South 3° 00' 30" West 186 feet; thence North 86° 05' 30" West 538.8 feet; thence South 66° 56' West 553.8 feet; thence South 5° 30' East 459.1 feet; thence South 32° 10' West 892.0 feet; thence North 65° 44' 47" West 189.1 feet, more or less, to a point on the West boundary line of said section; thence North 0° 12' 48" West, along the West boundary line of said Section 1496.42 feet to the point of beginning; EXCEPT that portion lying West of the Yakima River.
5. Property conveyed to the State of Washington by Deed recorded August 19, 1955 in Book 96 of Deeds page 210.
All in Township 15 North, Range 19 East, W.M., Kittitas County, Washington.
6. Property conveyed to Lawrence Matney Riste and Dana Layton Riste by Deed recorded December 16, 2015 under Auditor's File No. 201512160009.

Title to said real property is vested in:

Shirley A. Riste, as surviving Co-trustee under the Riste Family Trust, dated April 19, 2005 as restated September 30, 2011

END OF SCHEDULE A

(SCHEDULE B)

Order No: 70027AM
Policy No: 72156-44948148

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 for the year 2020, payable after February 15, 2020, which become delinquent after April 30, 2020, if the first half not paid, reflecting an exemption, as allowed under Chapter 182, Laws of 1974, 1st Ex. Session and subsequent amendments thereto.

	Full year	First Half (Paid)	Second Half (Paid)
Amount:	\$350.21	\$175.11	\$175.10
Tax No: 534233			

NOTE: General Taxes and Assessments for the year 2020 without regard to the exemption \$2,215.88

NOTE: Any sale of said premises or death of the exempt taxpayer during the calendar year 2020 may result in a claim by the treasurer for a greater proportion of tax payment by the purchaser of the heirs than the foregoing amount.

Note: Tax payments can be mailed to the following address:
Kittitas County Treasurer
205 W 5th St., Ste. 102
Ellensburg, WA 98926
(509) 962-7535

Subdivision Guarantee Policy Number: 72156-44948148

7. 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: \$2,007.69
Tax ID #: 959315
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,003.85
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$1,003.84
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2020

8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraphy Company
Purpose: Powerline
Recorded: July 7, 1938
Instrument No.: 141731
Book 59 of Deeds, Page 143
Affects: Section 33
9. All the grantor's interest in and to all of the oil, gas and other minerals of every kind and character with the right of ingress and egress and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees; as conveyed by the Yakima Sheep Company, a Corporation, to Arthur A. Bohoskey, Donald A. Bohoskey, and Woodward Bohoskey, by deed dated February 1, 1952, and August 28, 1953, and recorded in Book 88 of Deeds, page 462, and Book 92 of Deeds, page 278.

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.

10. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from The United States of America.
Dated: June 20, 1952
Book: 92 of Deeds, Page 146
Affects: Section 28
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.

11. The provisions contained in deed,
Recorded: August 30, 1956,
Book 98 of Deeds, page 504.
Affects: Section 33
As follows:

"It is understood and agreed that all mineral, coal, oil, ores and gases below the surface of the lands conveyed are hereby reserved unto grantors, their successors and assigns, excepting, however, that in the exploration, development, excavations, mining or removing of same, the surface of said lands shall not be occupied or used, the exercise of said rights shall not injure or damage in any manner the highway or highways to be built thereon, increase the cost of maintenance thereof, interfere with the primary use of said lands and rights of way by the State of Washington, its successors and assigns, for road, State Highway, or other purpose of franchises, granted across, along, or beneath the surface of said highway, nor shall the grantors, their successors and assigns, do any exploration, development, excavation or mining within 500 feet of said surface until the said grantors, their successors and assigns, have such plan for exploitation, development, excavation or mining approved by the Director of Highways of the State of Washington, or his successor or assign, as to whether such plan will be injurious to the primary use of the surface."
12. Agreement and the terms and conditions contained therein
Between: Yakima Mineral Lease Company, a corporation
And: Yakima Sheep Company, an Oregon corporation
Purpose: "No existing structures shall be disturbed in the exercise of the rights granted in such Deeds and if surface property is required it shall be paid for at a reasonable rate."
Recorded: May 21, 1958
Instrument No.: 270246
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.
14. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 6, 1981
Book: 8 Page: 20
Instrument No.: 449534
Matters shown:
 - a) Location of wellsite
 - b) Existing pole line
 - c) 25' access easement
 - d) Location of existing road
15. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: November 6, 1981
Book: 9 Page: 71
Instrument No.: 456974
Matters shown:
 - a) Location of well sites 1-33 and 2-33
 - b) Existing pole line
 - c) 25' access easement
 - d) Location of existing road

Subdivision Guarantee Policy Number: 72156-44948148

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: The United States of America
Purpose: A power transmission line
Recorded: April 21, 1988
Instrument No.: 511911
Affects: A portion of the Southwest Quarter of the Northwest Quarter of Section 33
 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: Public Utility District No. 1 for Kittitas County
Purpose: Electric transmission or distribution line
Recorded: April 16, 1992
Instrument No.: 548119
Book 330, Page 819
Affects: Section 33
 18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The United States
Purpose: The Roza Fish Trapping Facility
Recorded: June 22, 1992
Instrument No.: 549944
Book 332, Pages 897 through 900
Affects: Portion of said premises
 19. Agreement and the terms and conditions contained therein
Between: Public Utility District No. 1 for Kittitas County
And: Mr. Lance Riste
Purpose: Electric power and energy
Recorded: July 14, 1992
Book: 333, Page: 275 and 276
Instrument No.: 550622
 20. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: November 26, 2008
Book: 35 Page: 225
Instrument No.: 200811260029
Matters shown:
a) Location of fences in relation to property boundaries
 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: Lawrence Matney Riste and Dana Layton Riste, each a single person
Purpose: Ingress and egress
Recorded: July 12, 2011
Instrument No.: 201107120027
Affects: Portion of said premises
 22. 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.
 23. 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 Yakima River, if it is navigable.
 24. Any question of location, boundary or area related to the Yakima River, including, but not limited to, any past or future changes in it.
- Subdivision Guarantee Policy Number: 72156-44948148

25. 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.
26. This Guarantee makes no assurances, nor makes any representation as to future insurability against lack of access to and from the described land.

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.

Note No. 2: 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.

Note No. 3: 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 of SE Quarter of Section 28 and ptn of N Half of Section 33.

Note No. 4: If the title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this company will require a copy of the trust instrument creating said trust, Riste Living Trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that is in full force and effect and that it has not been revoked or terminated.

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