

SUBDIVISION GUARANTEE
UPDATED

Office File Number : 0101849
Guarantee Number : 48 0035 72030 6253
Dated : APRIL 27, 2007, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 220.00
Tax : \$ 16.94

Your Reference : TEANAWAY RIDGE

Name of Assured: TEANAWAY RIDGE LLC, A WASHINGTON LIMITED LIABILITY COMPANY
AND ENCOMPASS ENGINEERING

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:

The South half of the Northwest quarter; and that portion of Government Lot 3, lying South of the South boundary line of the right of way of State Highway No. 10 (SR-97) in Section 4, Township 19 North, Range 16 East, W.M., Kittitas County, State of Washington;

And that portion of Government Lot 4 more particularly described as follows:

Starting at a point, a one half inch diameter rebar on the West line of said Government Lot 4 which is North 02°33'47" East, 50.05' from the Southwest corner of said Government Lot 4; Thence South 02°33'47" West 50.05' back along said West line to the Southwest corner of said Government Lot 4, which is in the Yakima River; Thence South 89°44'22" East along the South line of said Government Lot 4 52.00' to the True Point of Beginning which is also in the Yakima River; Thence continuing South 89°44'22" East along South Line, 1266.56' to the Southeast corner of said Government Lot 4; Thence North 02°26'00" East along the East line of said Government Lot 4, 04.7'; Thence North 88°17'16" West approximately along an existing fence line, 1267.15'; Thence South 00°15'38" West, 36.8' to the True Point of Beginning;

Being a portion of that certain Survey as recorded February 19, 2003, in Book 28 of Surveys, page 194, under Auditor's File No. 200302190001, records of Kittitas County, Washington; being a portion of the Northwest Quarter of the Northwest Quarter of Section 4, Township 19 North, Range 16 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT that portion of the Southeast quarter of the Northwest quarter, lying Southerly of the Yakima River, heretofore conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, by Deed dated October 10, 1949 and recorded in Book 83 of Deeds, page 117; and

EXCEPT right of way of the Northern Pacific Railway Company, across the Northerly portion of said premises;

EXCEPT that portion, if any, lying East of the fence line running along the East line, thereof, as per boundary line agreement recorded September 11, 1984, under Auditor's File No. 482182

AND EXCEPT that portion of Government Lot 3 more particularly described as follows:

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(SCHEDULE A)

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**Beginning at the Northwest corner of Government Lot 3;
Thence South along the West boundary of said Government Lot 3 to the intersection of the South
right of way line of the Northern Pacific Railroad and the True point of Beginning;
Thence South 66°58'11" East along said Right of Way 37.21 feet;
Thence South 00°19'36" East, 572.93 feet to a point on the South line of Government Lot 3;
Thence North 89°44'22" West, along the South boundary of Government Lot 3, 62.46 feet to the
Southwest corner of Government Lot 3;
Thence North 02°26'00" East, 587.72 feet to the true point of beginning.**

Title to said real property is vested in:

TEANAWAY RIDGE LLC, A WASHINGTON LIMITED LIABILITY COMPANY

END OF SCHEDULE A

(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. General taxes and assessments for the second half of the year 2007, which become delinquent after October 31, 2007, if not paid:

<u>2nd 1/2 owing</u>	<u>(1st 1/2 paid)</u>	<u>(Full year)</u>	<u>Tax Parcel No.</u>
\$ 4,732.97	(\$ 4,732.98)	(\$ 9,465.95)	19-16-04020-0002 (346534)
\$ 30.05	(\$ 30.05)	(\$ 60.10)	19-16-04050-0401 (19132)

5. Easement for Younger Ditch, across said premises, if same crosses said lands.
6. Release of damages executed by the party herein named, releasing the State of Washington from all future claims for damage resulting from the act herein described.

Dated : May 21, 1958
Recorded : July 9, 1958
Auditor's File No. : 271089
Executed by : John Mayta
Act : The undersigned, does for himself, his heirs, assigns, or other successors in interest, hereby completed release and forever discharge the State of Washington and/or its agents and contractors from any and all claims, demands and causes of action of any nature whatsoever, for damages which may have occurred to the hereinafter described property, or to personal property or persons by reason of the exploration, surveying, testing or any and all other work performed by the State of Washington, its agents or contractors while working on the said hereinafter described lands for the purpose of developing a source of highway materials.

7. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

(SCHEDULE B)

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8. Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Denney A.E. Renando and Margaret E. Renando, husband and wife; and Patricia C. Bunger, a married woman, dealing in her separate estate
Dated : August 8, 1984
Recorded : September 11, 1984
Auditor's File No. : 482182
Providing : An agreeable and satisfactory common boundary between said parties, which will be the new metal post and barbed wire fence constructed by Bunger. Said fence establishes the East line of said premises.
9. Agreement for Purchase of Power, and the terms and conditions thereof, by and between Public Utility District No. 1, and United Pentecostal Church Guest Ranch;
Dated : May 19, 1987
Recorded : August 6, 1987
Auditor's File No. : 506480
Providing : For Purchase of Power
10. Purchase of Power, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Kittitas County PUD, a Washington corporation and Wash. District United Pentecostal Church
Dated : August 10, 1990
Recorded : January 14, 1991
Auditor's File No. : 536324
11. Purchase of Power, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Kittitas County PUD, a Washington corporation and Wash. District United Pentecostal Church
Dated : August 10, 1990
Recorded : January 14, 1991
Auditor's File No. : 536325
12. Declaration of Covenants, recorded under Kittitas County Auditor's File No. 584890, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
13. Commercial Agreement for Purchase of Power, and the terms and conditions thereof, executed by and between the parties herein named;
Between : Public Utility District No. 1 of Kittitas County, a Washington corporation; and Washington District U.P.C.I.
Dated : July 26, 1995
Recorded : October 17, 1995
Auditor's File No. : 586302

(SCHEDULE B)

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14. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Yakima River, if said river is navigable.
15. Any question that may arise due to shifting or change in the course of the Yakima River or due to said river having changed its course.
16. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.
17. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of unnamed creek, if navigable.
18. Any question that may arise due to shifting or change in the course of the unnamed creek herein named, or due to said unnamed creek having changed its course.
Regarding: unnamed creek.
19. Question as to the location of the fenceline along the Easterly boundary as disclosed by description exception and Boundary Line Agreement recorded September 11, 1984, under Auditor's File No. 482182.

END OF EXCEPTIONS

Notes:

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: 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

RO/kdb