

CHICAGO TITLE INSURANCE COMPANY



Policy No. 72156-48601820

Kittitas County CDS

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 13, 2024

Issued by:

AmeriTitle, LLC

503 N Pearl St., Ste 101

Ellensburg, WA 98926

(509) 925-1477

Kami Sinclair

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.

Subdivision Guarantee Policy Number: 72156-48601820

SUBDIVISION GUARANTEE

Order No.: 657048AM
Guarantee No.: 72156-48601820
Dated: November 13, 2024

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

Your Reference: 2697 & 2699 Hidden Valley Rd., Cle Elum, WA 98922

Assured: Clay Szeliga

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:

Clay Szeliga, a single man

END OF SCHEDULE A

(SCHEDULE B)

Order No: 657048AM
Policy No: 72156-48601820

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: 2024
Tax Type: County
Total Annual Tax: \$1,134.16
Tax ID #: 19256
Taxing Entity: Kittitas County Treasurer
First Installment: \$567.08
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$567.08
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$5,354.19
Tax ID #: 19257
Taxing Entity: Kittitas County Treasurer
First Installment: \$2,677.10
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$2,677.09
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2024

7. Water Metering assessment for the year 2024, which becomes delinquent after October 31, 2024, if not paid.
Amount : \$180.00 (Paid)
Parcel No. : 19257

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.

9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument: Granted To: Jerry R. McNaul and Mary Patricia McNaul
Recorded: June 6, 1988
Instrument No.: [512883](#)

Amended by Amendment to Access Easement Agreement, including the terms and provisions thereof,
Recorded: May 20, 1998
Instrument No.: [199805200012](#)

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: Matthew D. Coe and Virginia Coe, and Jerry R. McNaul
Purpose: Perpetual, nonexclusive easement
Recorded: December 28, 2001
Instrument No.: [200112280021](#)
Affects: Portion of said premises
11. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: March 27, 2002
Book: 27 Page: 116
Instrument No.: [200203270009](#)
Matters shown:
a) 60' easement for access and utilities
b) Notes contained thereon

12. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: October 10, 2003
Book: 29 Page: 80
Instrument No.: [200310100060](#)
Matters shown:
a) Easement "R", 60 foot access and utility easement
b) Notes contained thereon
13. 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: December 17, 2004
Instrument No.: [200412170017](#)
14. Well Easement and Maintenance Agreement, and the terms and conditions contained therein
Between: Matthew Coe, Roxanne MCBride and Steve and Leslie Loflin
Recorded: August 29, 2005
Instrument No.: [200508290031](#)

Clarifications and Corrections to Well Agreement and Easement recorded October 17, 2006 under Auditor's recording No. [200610170001](#).

Amendment recorded August 11, 2008 under Auditor's recording No. [200808110070](#).
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: Steven and Leslie Loflin
Purpose: Construction, maintenance and repair of water line
Recorded: June 23, 2008
Instrument No.: [200806230004](#)
Affects: Portion of said premises
16. 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: March 6, 2012
Instrument No.: [201203060026](#)
17. Restrictive Covenant-Easement Declaration, including the terms and provisions thereof for the purposes stated therein and rights incidental thereto as set forth in instrument:
Granted To: Matthew Coe, a married man as his separate property, Steven Loflin and Leslie Loflin, husband and wife
Recorded: February 10, 2017
Instrument No.: [201702100013](#)
Affects: A portion of said premises and other land
18. Water Share Sales Agreement from Well BTN178, and the terms and conditions contained therein
Between: Steven & Leslie Loflin, Alan & Suzzy Altman and Matt Coe
Recorded: April 12, 2017
Instrument No.: [201704120017](#)

19. 2 Party Shared Well Water Users Agreement, and the terms and conditions contained therein
Property Owner: Matt Coe
Recorded: April 28, 2017
Instrument No.: [201704280013](#)
20. An easement including the terms and provisions thereof for the purposes stated therein and rights incidental thereto as set forth in instrument:
Granted To: Public
Recorded: June 19, 2017
Instrument No.: [201706190025](#)
21. Easement and Road Use and Maintenance Agreement, and the terms and conditions contained therein
Between: Matthew D. Coe, a married man as his separate property And: Public and benefitted property owners
Recorded: August 25, 2017
Instrument No.: [201708250010](#)
22. Notice to Future Property Owners, and the terms and conditions contained therein
Recorded: November 3, 2017
Instrument No.: [201711030029](#)
23. Well Water System User Maintenance Agreement-Easement Declaration, and the terms and conditions contained therein
Between: Steve Loflin and Leslie Loflin, a married couple with marital community; and Alan Altman and Suzzy Altman, a married couple with marital community; and Matthew Coe, a married man as his separate property, and Sidiri Louise Sisich Sherwood and Benjamin Hathaway Sherwood
Recorded: June 15, 2018
Instrument No.: [201806150064](#)
24. 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 13, 2020
Instrument No.: [202005130028](#)
Affects: Tract B
25. Kittitas County Public Health Department Water Metering Agreement and the terms and conditions contained therein
Between: Clay Szeliga
And: The County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Health Department
Recorded: September 10, 2020
Instrument No.: [202009100046](#)
Affects: Tract B

26. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$973,400.00
Trustor/Grantor: Clay Szeliga, a single person
Trustee: AmeriTitle, Inc.
Beneficiary: Potlatch No. 1 Financial Credit Union
Dated: February 22, 2021
Recorded: February 23, 2021
Instrument No.: [202102230045](#)
Affects: Tract B

An agreement to modify the terms and provisions of said Deed of Trust as therein provided:
Recorded: January 3, 2022
Instrument No.: [202201030019](#)

27. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$327,000.00
Trustor/Grantor: Clay Szeliga, a single person
Trustee: AmeriTitle, Inc.
Beneficiary: Potlatch No. 1 Financial Credit Union
Dated: December 13, 2021
Recorded: December 20, 2021
Instrument No.: [202112200056](#)
Affects: Tract B

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.

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: 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 Lot B and ptn of Lot C Book 29 of Surveys, pg 80; ptn of Section 32, Township 20N, Range 17E, W.M.

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

EXHIBIT 'A'

File No. 657048AM

Tract A:

Lot B of that certain Survey as recorded in Book 29 of Surveys, at page 80, recorded under Auditor's File No. 200310100060, records of Kittitas County, State of Washington;

EXCEPT that portion of Lot B of that certain Boundary Line Adjustment Survey as recorded in Book 29 of Surveys, at page 80, recorded under Auditor's File No. 200310100060, records of Kittitas County, State of Washington described as follows:

Beginning at the Northeasterly corner of said Lot B which is the true point of beginning of said line;
Thence South 00°34'22" West along the Easterly boundary of said Lot B, 337.25 feet;
Thence North 89°20'45" West, 84.93 feet;
Thence North 00°34'22" East, 335.97 feet;
Thence North 89°47'21" East along the North boundary line of said Lot B, 84.94 feet to the true point of beginning and the terminus of said line;

AND EXCEPTING that portion of Lot B of that certain Boundary Line Adjustment Survey as recorded in Book 29 of Surveys, at page 80, recorded under Auditor's File No. 200310100060, records of Kittitas County, State of Washington described as follows:

Beginning at the Northeasterly corner of said Lot B;
Thence South 00°34'22" West along the Easterly boundary of said Lot B, 337.25 feet which is the true point of beginning of said line;
Thence continuing along said Easterly boundary line, 87.61 feet;
Thence North 89°20'45" West, 84.93 feet;
Thence North 00°34'22" East, 87.61 feet;
Thence South 89°20'45" East, 84.93 feet to the true point of beginning and the terminus of said line.

All situated in Section 32, Township 20 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Tract B:

Lot C of that certain Boundary Line Adjustment Survey as recorded in Book 29 of Surveys, at page 80, recorded under Auditor's File No. 200310100060, records of Kittitas County, State of Washington;

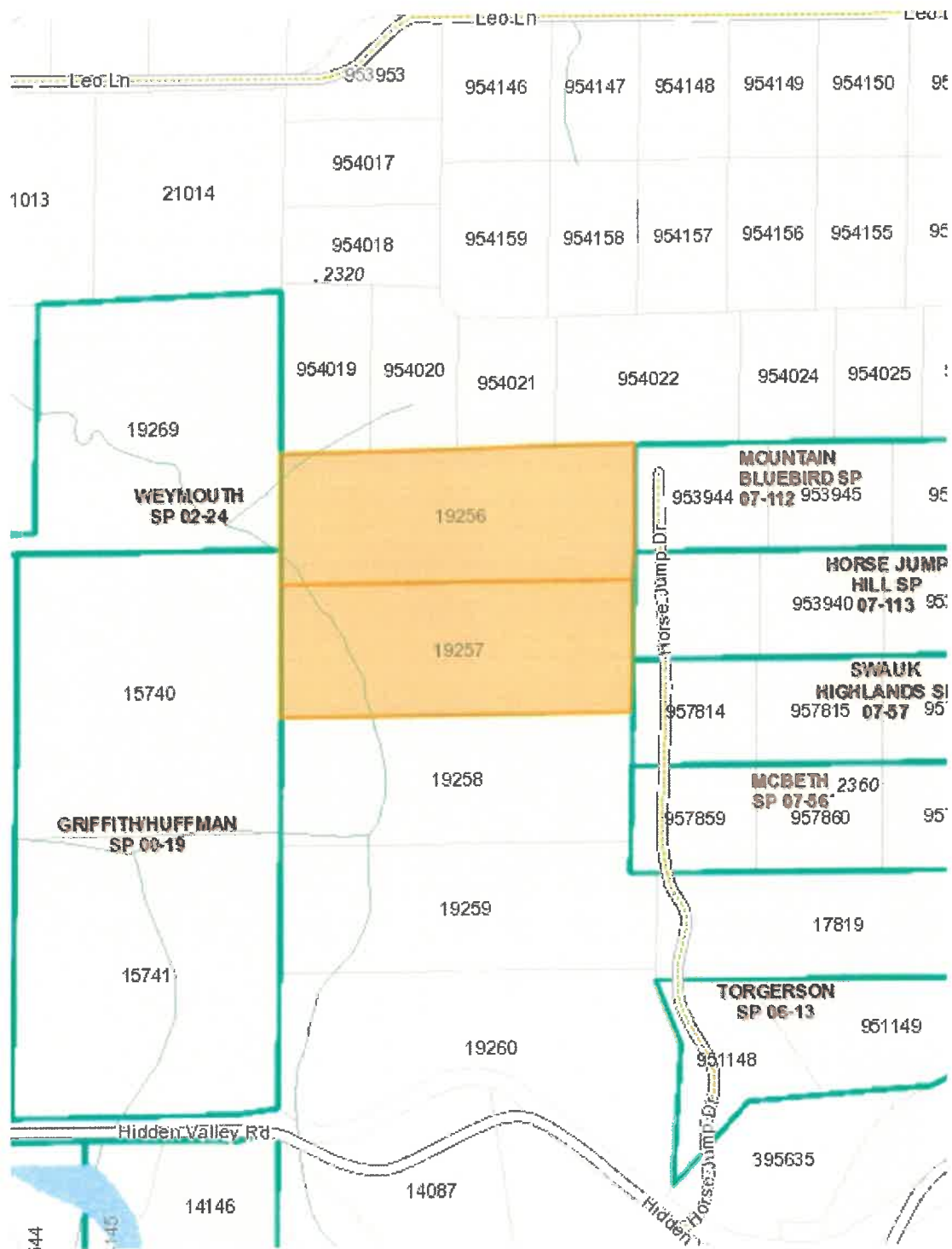
EXCEPT that portion of Lot C described as follows:

Beginning at the Southeasterly corner of said Lot C which is the true point of beginning of said line;
Thence North 89°20'45" West along the Southerly boundary of said Lot C, 84.93 feet;
Thence North 00°34'22" East, 166.63 feet;
Thence South 89°20'45" East, 84.93 feet;
Thence South 00°34'22" West along the East boundary line of said Lot C, 166.63 feet to the true point of beginning and the terminus of said line;

AND EXCEPTING that portion of Lot C of that certain Boundary Line Adjustment Survey as recorded in Book 29 of Surveys, at page 80, recorded under Auditor's File No. 200310100060, records of Kittitas County, State of Washington described as follows:

Beginning at the Northeasterly corner of said Lot C and the true point of beginning of said line;
Thence South 00°34'22" West along the Easterly boundary of said Lot C, 249.65 feet;
Thence North 89°20'45" West, 84.93 feet;
Thence North 00°34'22" East, 249.65 feet;
Thence South 89°20'45" East along the North boundary line of said Lot C, 84.93 feet to the true point of beginning and the terminus of said line.

All situated in Section 32, Township 20 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.



2699 Hidden Valley Rd
Cle Elum, WA 98922

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF