

# CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-47018312

## 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 10, 2020

Issued by:

AmeriTitle, Inc.

101 W Fifth Ave.

Ellensburg, WA 98926

(509)925-1477



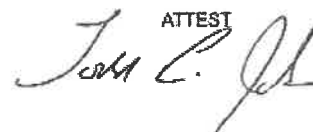
Authorized Signer

CHICAGO TITLE INSURANCE COMPANY

By: 

President



ATTEST  


Secretary

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

Subdivision Guarantee Policy Number: 72156-47018312

# SUBDIVISION GUARANTEE

Order No.: 350713AM  
Guarantee No.: 72156-47018312  
Dated: February 10, 2020

Liability: \$1,000.00  
Fee: \$350.00  
Tax: \$29.05

Your Reference: 7421 & 7710 Teanaway Rd Cle Elum, WA 98927

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:**

That portion of the Northwest Quarter of Section 10, Township 20 North, Range 16 East, W.M., in the County of Kittitas, State of Washington; lying South of the South right-of-way of County Road known as Teanaway Road;

EXCEPT that portion of the Northwest quarter of said Section 10 described as follows: Beginning at a point along the Southern boundary line of the right of way of the county road, which when a line is extended in a Southerly direction from said point at an angle of 90° to the Southerly boundary line of said road right-of-way, that said line will pass through a point which is 10 feet due West of the Northwest corner of the pigeon house; thence from said point of beginning in a Southerly direction along the previously described line to a barbed wire fence with a pole rail along the top, said fence being approximately 150 feet, more or less, from the point of beginning; thence in an Easterly direction parallel to said right of way boundary, 588 feet; thence Northerly at an angle of 90° with the East-West South line, to the Southerly boundary line of the right-of-way of the county road; thence Westerly along the Southerly boundary of the county road right-of-way to the point of beginning;

EXCEPT a strip of land 100 feet in width heretofore conveyed to Cascade Lumber Company, a corporation, by deed dated May 14, 1915, recorded in Book 28 of Deeds, Page 564;

AND EXCEPT any mobile homes located on said premises.

TRACT 2:

That portion of the Northwest Quarter of Section 10, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington, described as follows:

Beginning at a point along the Southern boundary line of the right of way of the county road, which when a line is extended in a Southerly direction from said point at an angle of 90° to the Southerly boundary line of said road right-of-way, that said line will pass through a point which is 10 feet due West of the Northwest corner of the pigeon house; thence from said point of beginning in a Southerly direction along the previously described line to a barbed wire fence with a pole rail along the top, said fence being approximately 150 feet, more or less, from the point of beginning; thence in an Easterly direction parallel to said right of way boundary, 588 feet; thence Northerly at an angle of 90° with the East-West South line, to the Southerly boundary line of the right-of-way of the county road; thence Westerly along the Southerly boundary of the county road right-of-way to the point of beginning.

Title to said real property is vested in:

As to Tract 1:

Thomas A. Conner and Carol Conner, as tenants in common, as to an undivided 28% interest, as acquired by Warranty Deed recorded under Auditor's File No. 200108290011, a re-record of Warranty Deed recorded under Auditor's File No. 200102160004, by Warranty Deed recorded under Auditor's File No. 200108290012, a re-record of Warranty Deed recorded under Auditor's File No. 200012280033, by Quit Claim Deeds recorded under Auditor's File No. 200305020050 and 200305020051, a re-record of Quit Claim Deeds recorded under Auditor's File No. 200303210053 and 200212260016, and by Quit Claim Deeds recorded under Auditor's File Nos. 200412070052, 200501110078 and 200603030046;

AND

Lester Conner, as to an undivided 14% interest, as acquired by Warranty Deed recorded under Auditor's File No. 200108290011 (a re-record of Warranty Deed recorded under Auditor's File No. 200102160004), by Warranty Deed recorded under Auditor's File No. 200108290012 (a re-record of Warranty Deed recorded under Auditor's File No. 200012180033), by Quit Claim Deeds recorded under Auditor's File Nos. 200305020050 and 200305020051, a re-record of Quit Claim Deeds recorded under Auditor's File Nos. 200303210053 and 200212260016; and by Quit Claim Deeds recorded under Auditor's File Nos. 200412070052, 200501110078 and 200603030046

AND

Tom Conner, also appearing of record as Thomas A. Conner, as to the remainder, as acquired by Warranty Deed recorded under Auditor's File No. 200705240057

As to Tract 2:

Thomas A. Conner and Carol Conner, husband and wife

**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. 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: 2020  
Tax Type: County  
Total Annual Tax: \$1,083.09  
Tax ID #: 044835  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$541.55  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2020  
Second Installment: \$541.54  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2020

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7. Tax Year: 2020  
Tax Type: County  
Total Annual Tax: \$1,923.64  
Tax ID #: 034835  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$961.82  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2020  
Second Installment: \$961.82  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2020
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. Right of way of the Knight Irrigation Canal and the Helmer or Peavine Ditch as disclosed by Deed recorded December 16, 1904 under Auditor's File No. 12010. The exact location of said canal and ditch are not disclosed of record.
10. Agreement and the terms and conditions contained therein  
Between: Mary E. Helmer, a widow, and R.R. Carr and Cara B. Carr, husband and wife  
And: Yakima Boom Company, a Corporation  
Recorded: July 15, 1909  
Instrument No.: 24476
11. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in Instrument from R.R. Carr and Cora B. Carr, husband and wife.  
Recorded: April 7, 1913  
Instrument No.: 34616  
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.
12. The provisions contained in Deed to Cascade Lumber Company,  
Recorded: May 15, 1915,  
Instrument No.: 40370, in Book 28 of Deeds, page 565  
As follows:  
  
"Said parties of the first part hereby acknowledge full settlement and satisfaction of any and all claims and demands for damages sustained or which may be sustained to the said Northwest Quarter of Section 10, Township 20 North, Range 16 East, W.M., by reason of location, construction, maintenance and operation by the said Cascade Lumber Company, its successors or assigns, of a steam or other logging railroad or other logging road, wagon or otherwise, through, on, over and across said described tract of land or any part thereof."
13. The provisions contained in Deed from M.C. Ballard and Minnie F. Ballard, husband and wife,  
Recorded: July 23, 1943,  
Instrument No.: 174263, in Book 66 of Deeds, page 469  
As follows:  
"Including all...irrigating ditches and canals; and it's understood by the grantees that they must contribute one-fourth of all labor and expense in maintaining said canal at and from the intake to vendees' lands herein described."
14. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in Instrument from M.C. Ballard and Minnie F. Ballard, husband and wife.  
Recorded: July 23, 1943

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Instrument No.: 174263

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.

15. Agreement and the terms and conditions contained therein

Between: Joe Aimonetto and Tillie Aimonetto, his wife

And: John E. Conner and Yvonne Conner, his wife

Recorded: February 17, 1965

Instrument No.: 318985

As follows:

"It is understood and agreed that the above description may not be correct as to the exception noted covering the two acres surrounding the residence. It is also understood and agreed that a survey is presently being made in connection with said exception in the description, and it is further understood and agreed that when the survey has been completed on the two acres surrounding the residence hereinabove referred to that the description on this contract shall at that time be modified to reflect the proper description of the exception as indicated by said survey."

16. 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.

17. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,

Recorded: September 28, 1990

Book: 16 of Surveys Page: 188 and 189

Instrument No.: 533713

Matters shown:

a) Approximate location of Teanaway Road;

b) Approximate location of Teanaway River;

c) Possible encroachment of existing fence line along the East and South boundaries of the Northwest Quarter.

18. A Judgment with regard to boundary dispute:  
Plaintiff: John B. Crosetto, Jr. and Marcia J. Crosetto, husband and wife  
Defendant: John A. Conner, a single man  
Date Entered: June 24, 1996  
Court: Kittitas County Superior Court  
Case No: 95-2-00039-1  
Recorded: June 24, 1996  
As follows:  
  
"The boundary line between plaintiffs' property and the defendant's property is a point on the North/South boundary line from the bend in the old creek bed to a point represented by the corner stake across the Teanaway River which is the West quarter corner of Section 10. The court has physically established the point on the East line by setting a three foot section of rebar at the intended point.  
  
The defendant's counterclaims for damages for removal of the cottonwood trees is denied.  
  
The plaintiff shall bear the cost of the erection and removal of a new fence and the surveying of the location of that new fence shall be shared by the parties.  
  
The defendant shall fill in the creek ditch and plaintiff shall re-dig and locate the creek bed on his own property."
19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: State of Washington, Department of Ecology  
Purpose: Verifying that Grantors, their heirs, successors, and assigns do not divert, pump, store, or use the Water Rights conveyed to Ecology by Statutory Warranty Deed dated April 26, 2018  
Recorded: May 8, 2018  
Instrument No.: 201805080005  
Affects: Tract 1 and other and other land
20. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: March 26, 2018  
Book: 41 of Surveys Page: 112, 113 and 114  
Instrument No.: 201803260026  
Matters shown:  
a) Fenceline in relation to West boundary  
b) Location of existing road  
c) 60' Easement Y, "to be established by separate document"  
d) Location of a root cellar in relation to West boundary  
e) Notes thereon
21. A pending court action as disclosed by a recorded notice:  
Plaintiff: Helen Bedder  
Defendant: Thomas A. Conner, as Personal Representative of The Estate of John E. Conner  
Court: Kittitas County Superior Court  
Case No.: 19-4-00015-19  
Nature of Action: TDR Trust/Estate Dispute Resolution  
Filed: February 20, 2019
22. Effect, if any, of a Special Warranty Deed,  
From: Thomas A. Conner, as Personal Representative of the Estate of John E. Conner  
To: Thomas A. Conner, a married man as his separate property  
Recorded: September 13, 2019  
Instrument No.: 201909130075

## 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. A mobile home is located on the real property that is the subject of this transaction. AmeriTitle, Inc. assumes no responsibility to obtain the Title Elimination Application nor to complete the same. The Title Elimination Application may or may not be necessary to this transaction.

By this note, AmeriTitle, Inc. is advising the parties to review with their attorneys the requirements of said Application as related to this transaction.

AmeriTitle, Inc. will give no advice nor assume any duties regarding said Application process.

- 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: Ptn of the NW Quarter of Section 10, Township 20 N, Range 16 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