

WA LITIGATION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

Guarantee No.: G-0000549076298 **Liability:** \$ 100,000.00 **Fee:** \$ 583.00
Order No.: 20-5550-TO/Item # 39/ 749168/R13311-437-1350 **Dated:** April 29, 2020

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

GUARANTEES

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Guardian Northwest Title & Escrow Company DBA
First American Title of Skagit County
Company Name

121 NE Midway Blvd.
Suite 101
Oak Harbor, WA 98277
City, State



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
 - (b) "public records": those records which impart constructive notice of matters relating to said land;
 - (c) "date": the effective date;
 - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
 - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) 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.
 - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land 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.
 - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
 - (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
 - (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability – Payment of Loss** –
 - (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
 - (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
 - (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
 - (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.
No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

WA Litigation Guarantee

LITIGATION GUARANTEE

Issued by
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SCHEDULE A

Prepared by: Guardian Northwest Title & Escrow Company, 60-0021028

Order Number: 20-5550-TO/Item #39/R13311-437-1350/749168

Date of Guarantee: April 29, 2020

Amount of Liability: \$100,000.00

Total: \$633.72

Guarantee No.: 549076298

Premium: \$583

Sales Tax: \$50.72

1. Name of Assured:
ISLAND COUNTY TREASURER
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
Fee
3. Title to said estate or interest at the date hereof is vested in:
Gail E. Woods and Anna Mae L. Woods, husband and wife
4. The land referred to in this Guarantee is situated in the State of Washington, County of Island and is described as follows:
See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

SCHEDULE B

Order Number: 20-5550-TO/Item #39/R13311-437-1350/749168

Guarantee No.: 549076298

GENERAL EXCEPTIONS FROM COVERAGE

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
6. Reservations contained in Patent from the United States of America or State where the land described in Schedule A is located.
7. Restrictive Covenants affecting the property described in Schedule A.
8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.

End of General Exceptions

NOTE: Attention is called to the Military Reservist Relief Act of 1991 (sec. 800 to 810, Military and Veterans Code), and the Servicemembers Civil Relief Act of 2003 (50 U.S.C. Appendix, seq. 501 et seq) which replaces Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto, which contain inhibitions against the sale of land under a Deed of Trust if the owner is entitled to the benefits of said acts. Also, federal law may require a judicial foreclosure, subject to applicable redemption rights, to cut off a junior United States judgment.

NOTE: Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his or her delegate as a requirement for the discharge or divestment of a Federal Tax Lien in a nonjudicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

SCHEDULE C

Order Number: 20-5550-TO/Item #39/R13311-437-1350/749168

Guarantee No.: 549076298

SPECIAL EXCEPTIONS:

1. Easement, including the terms and conditions thereof granted by instrument
Recorded: May 1, 1959
Auditor's No.: 121415, records of Island County, WA
In favor of: Puget Sound Power and Light Company
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Portion of said premises and other property
2. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named James McClearly Survey recorded November 6, 1997 as Auditor's File No. 97018468.
3. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded August 17, 2004 under Auditor's File No. 4110003.
4. The effect of a Declaration of easements, covenants and road maintenance agreement, including the terms and conditions thereof recorded August 4, 2015 as Auditor's File No. 4383341.

At the time of execution not all Property Owners signed said agreement.

5. Claim of lien, including the terms and provisions thereof in the amount of \$470.00, plus interest and any other amounts due, Mahoneyville Water Association against Gail E. Woods and Aleene Woods entered October 16, 2017 as Cause No. 4432097.
6. Any tax, fee, assessments or charges as may be levied by Mahoneyville Water Association.
7. Delinquent general taxes, plus interest & penalties:

Year: 2020
Amount Billed: \$1,631.65
Amount Paid: 0.00
Amount Due: Contact County Treasurer's Office
Tax Account No.: R13311-437-1350/749168

Delinquent general taxes, plus interest & penalties:

Year: 2019
Amount Billed: \$1,222.91
Amount Paid: 0.00
Amount Due: Contact County Treasurer's Office
Tax Account No.: R13311-437-1350/749168

Delinquent general taxes, plus interest & penalties:

Year: 2018
Amount Billed: \$1,062.52
Amount Paid: 0.00
Amount Due: Contact County Treasurer's Office
Tax Account No.: R13311-437-1350/749168

WA Litigation Guarantee

Delinquent general taxes, plus interest & penalties:

Year: 2017

Amount Billed: \$1,589.01

Amount Paid: 0.00

Amount Due: Contact County Treasurer's Office

Tax Account No.: R13311-437-1350/749168

End of Special Exception

WA Litigation Guarantee

Order Number: 20-5550-TO/Item #39/R13311-437-1350/749168

Guarantee No.: 549076298

INFORMATIONAL NOTES

- NOTE #1: In accordance with the Document Standardization Requirements becoming effective January 1, 1997, the Company recommends the following abbreviated legal description be used when the full legal description does not appear on the first page OR when a standardization cover sheet is required for recording.

Ptn of NE NW in 11-33-1E

- NOTE #2: The County tax legal is acceptable for tax sale conveyance purposes.
- NOTE #3: According to the County Assessor's Rolls, the address for the subject property is:
4341 North Noisy Circle Oak Harbor 98277 WA
- NOTE #4: As a courtesy, necessary parties (those having claim or interest by reason of ownership of fee title and matters shown in Special Exceptions), to be made defendants in a court action, are as follows:

1. Unknown Tenant
4341 Noisy Cir.
OAK HARBOR, WA 98277-95832

2. Gail E. Woods and Anna Mae Woods
4341 Noisy Cir.
OAK HARBOR, WA 98277-95832

3. Aleena Woods
4341 Noisy Cir.
OAK HARBOR, WA 98277-95832

4. Mahoneyville Water Association
4328 Noisy Cir.
OAK HARBOR, WA 98277-95832

- NOTE #5: Manufactured Home Title Elimination Application recorded under Auditor's File No. 99000302, recites that a manufactured home is being affixed, or is affixed, to said premises.
- Local Contact Information:

Aaron B. Baker
Guardian Northwest Title & Escrow
121 NE Midway Blvd
PO Box 727
Oak Harbor, WA 98277
Ph: (360)675-2286
Email: aaron.baker@gnwttitle.com

WA Litigation Guarantee

EXHIBIT A

Order Number: 20-5550-TO/Item #39/R13311-437-1350/749168

Guarantee No.: 549076298

PROPERTY DESCRIPTION:

That portion of the Northeast Quarter of the Northwest Quarter of Section 11, Township 33 North, Range 1 East of the Willamette Meridian

Beginning at a concrete monument on the South line of said subdivision and the West line of Secondary State Highway 1-D; thence North 89°49'26" West along said South line a distance of 662.03 feet to the Southwest corner of said subdivision: Thence North 0°36'38" West 455.92 feet to the true point of beginning: Thence North 65°18' East 122.74 Feet; Thence North 24°42' West 83.75 Feet; Thence South 65°18' West 83.7 feet, to the West line of said subdivision; thence South 0°36'38" East 91.86, feet to the true point of beginning; Situate in the County of Island, State of Washington.

Together with the following described property

That portion of the Northeast Quarter of the Northwest Quarter of Section 11, Township 33 North, Range 1 East of the Willamette Meridian described as follows:

Beginning at a concrete monument on the South line of said subdivision and the West line of Secondary State Highway 1-D; thence North 89°49'26" West along said South line a distance of 662.03 feet to the Southwest corner of said Subdivision thence North 0°36'38" West 455.92 feet; thence North 65°18' East a distance of 122.74 feet thence North 24°42' West 83.75 feet; to the true point of beginning; thence continuing North 24°42' West to the intersection of the South line of a Tract of land conveyed to Ronald R. Coupland and Marion L. Coupland, husband and wife on Coupland Tract on the west line Of the Northeast 1/4 of the Northwest 1/4 of the said Section 11; Thence South along the West line of the subdivision to the Northwest corner of a tract of land conveyed to Gail E Woods and Ann May L. Woods, husband and wife on April 16, 1963 as Auditors File No. 260821, thence Northeasterly along the Northerly line of said Woods tract to the True Point of Beginning.

This property shall attach to and become an integral part of Tax Lot 59, owned by the grantee herein, and shall never be sold separately from said Tax Lot 59.

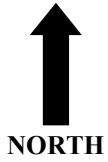
Except the South 10 feet thereof.

Situate in Island County, Washington.



Oak Harbor
360-675-2286

Order #20-5550



NOTICE: This sketch is furnished by Guardian Northwest Title & Escrow Company, and its underwriters, as a courtesy only. This sketch is not part of any commitment for title insurance or policy of title insurance. This sketch is furnished solely to assist in locating the premises. It does not purport to be a survey of the premises, to show all highways, to show all roads and/or easements affecting the subject premises. No reliance should be placed upon this sketch for dimensions of the premises. No liability is assumed by Guardian Northwest Title & Escrow Company as to the correctness depicted herein. **This map is not to scale.**

287444

cl. 2-30-5

Transamerica Title Insurance Co



Filed for Record at Request of

Name Anna Mae Woods
Address 4341 N. 68th W
City and State Bellevue, Wa. 98007

THIS FILED PROVIDER RECORDERS USE.
VOL. 3178 ISLAND COUNTY
PAGE 8 REQUEST OF
Anna Mae Woods
AUG 19 12 18 PM '75
E. DUANE KEMP, AUDITOR
ISLAND COUNTY, WASH.
D. Libbey DEPUTY



Statutory Warranty Deed

THE GRANTOR S, LEROY A. JOHNSON and PAMELA SUE JOHNSON, his wife,

287444

for and in consideration of Three Thousand Forty (\$3,040.00) Dollars

in hand paid, conveys and warrants to GAIL E. WOODS and ANNA MAE L. WOODS, his wife,

the following described real estate, situated in the County of Island, State of Washington:

That portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 33 North, Range 1, East W. M., described as follows:

Beginning at a concrete monument on the South line of said subdivision and the West line of Secondary State Highway 1-D; thence North 89°49'26" West along said South line, a distance of 662.03 feet to the Southwest corner of said subdivision; thence North 0°36'38" West 455.92 feet to the true point of beginning; thence North 65°18' East 122.74 feet thence North 24°42' West 83.75 feet; thence South 65°18' West 83.7 feet to the West line of said subdivision; thence South 0°36'38" East 91.86 feet to the true point of beginning; situate in the County of Island, State of Washington.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated January 5, 1971, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on April 16, 1973, Rec. No. 18680.

Dated this 14th day of August, 1975

EXCISE TAX PAID
April 16-1973 ON CONTRACT
RUTH E. ZYLSTRA
County Treasurer

Leroy A. Johnson
Pamela S. Johnson

STATE OF WASHINGTON, }
County of Island }

On this day personally appeared before me Leroy A. Johnson and Pamela Sue Johnson to me known to be the individuals described in and who executed the within and foregoing instrument, acknowledged that they signed the same as their free and voluntary acts and purposes therein mentioned.

GIVEN under my hand and official seal this 14th August, 1975
James M. [Signature]
Notary Public in and for the State of Washington.





AFTER RECORDING MAIL TO:

Name James D. Mc Cleary

Address 4335 N. Noisy Circle

City, State, Zip Oak Harbor, WA. 98277

Filed for Record at Request of: James D. Mc Cleary

QUIT CLAIM DEED

THE GRANTOR(S) Gail E. and Anna Mae L. Woods
for and in consideration of \$1,000⁰⁰, One Thousand Dollars
conveys and quit claims to James D. Mc Cleary
the following described real estate, situated in the County of Island, state of Washington,
together with all after acquired title of the grantor(s) therein: attachment, page one
of one, Exhibit A, The NE of the NW, 11, 33N-1 E

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 23 2004

AMOUNT PAID \$ 17.80
LINDA E RIFFE
ISLAND COUNTY TREASURER

Assessor's Property Tax Parcel/Account Number: R13311-437-1359

Dated: 8.20.04

Gail E Woods

Gail E Woods

Anna Mae L. Woods

Anna Mae L. Woods

STATE OF Washington

COUNTY OF Island

I certify that I know or have satisfactory evidence that Gail & Annamae Woods
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and
acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8.20.04

[Signature]
Notary Public in and for the state of Washington
My appointment expires: 10.29.07



Exhibit A



ISLAND COUNTY AUDITOR

QCD

The South 10 feet of the following described property

That portion of the Northeast ¼ of the Northwest ¼ of Section 11, Township 33 North, Range 1, East W. M., described as follows:

Beginning at a concrete monument on the South line of said subdivision and the West line of Secondary State Highway 1-D; thence North 89°49'26" West along said South line, a distance of 662.03 feet to the Southwest corner of said subdivision; thence North 0°36'38" West 455.92 feet to the true point of beginning; thence North 65°18' East 122.74 feet; thence North 24°42' West 83.75 feet; thence South 65°18' West 83.7 feet, to the West line of said subdivision; thence South 0°36'38" East 91.86, feet to the true point of beginning; situate in the County of Island, State of Washington.

Together with the following described property

That portion of the Northeast ¼ of the Northwest ¼ of section 11, Township 33 North, Range 1 East W.M., described as follows:

Beginning at a concrete monument on the South line of said subdivision and the West line of Secondary State Highway 1-D; thence North 89°49'26" West along said South line a distance of 662.03 feet to the Southwest corner of said subdivision; thence North 0°36'38" West 455.92 feet; thence North 65°18' East 122.74 feet; thence North 24°42' West 83.75 feet to the TRUE POINT OF BEGINNING; thence continuing North 24°42' West to the intersection of the South line of a tract of land conveyed to Ronald R. Coupland and Marion L. Coupland, husband and wife on May 2, 1977 as Auditor's File No. 313020; thence Southwesterly along the Southerly line of the Coupland tract to the West line of the Northeast ¼ of the Northwest ¼ of the said Section 11; thence South along the West line of the subdivision to the Northwest corner of a tract of land conveyed to Gail E. Woods and Anna May L. Woods, husband and wife, on April 16, 1973 as Auditor's File No. 260821, thence Northeasterly along the Northerly line of said Woods tract to the TRUE POINT OF BEGINNING.

SUBJECT TO: Easement to Puget Power, Aud. No. 121415.

This property shall attach to and become an integral part of Tax Lot 59, owned by the grantee herein, and shall never be sold separately from said Tax Lot 59.