



**WA LITIGATION GUARANTEE**

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

**Guarantee No.:** G-0000949242578      **Liability:** \$ 100,000.00      **Fee:** \$ 578.00  
**Order No.:** 21-11333; item 12; S7410-02-01010-0; 733736      **Dated:** May 21, 2021

**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  
\_\_\_\_\_  
Company Name  
  
121 NE Midway Blvd.  
Suite 101  
Oak Harbor, WA 98277  
\_\_\_\_\_  
City, State



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

## 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: 21-11333; item 12; S7410-02-01010-0; 733736

Date of Guarantee: May 21, 2021

Amount of Liability: \$100,000.00

Total: \$629.44

Guarantee No.: 949242578

Premium: \$578.00

Sales Tax: \$51.44

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:  
Daniel L. Lindsley, Sr. and Barabara A. Lindsley, 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: 21-11333; item 12; S7410-02-01010-0; 733736

Guarantee No.: 949242578

**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: 21-11333; item 12; S7410-02-01010-0; 733736

Guarantee No.: 949242578

**SPECIAL EXCEPTIONS:**

1. Terms and conditions of Articles of Incorporation and Bylaws of Lost Lake Improvement Club, Inc., a non-profit corporation, including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 207497.
2. Terms and conditions of Articles of Incorporation and Bylaws of Lost Lake Property Owners Association (formerly Lost Lake Community Club, Inc., formerly Lost Lake Improvement Club, Inc.), including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File Nos. 4015427, 4190086, 4282292 and 4403411.

Said Bylaws appear to replace Auditor's File Nos. 299920, 86004110, 87008020, 93021531, 94003737, 94008678, 96020452, 98024490 AND 20010691.

3. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Plat of Lost Lake Grove, Div. No. 2  
Recorded: November 15, 1965  
Auditor's No.: 177704

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

4. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: November 23, 1965  
Auditor's No.: 177987

5. Any tax, fee, assessments or charges as may be levied by Lost Lake Property Owners Association (formerly Lost Lake Community Club, Inc., formerly Lost Lake Improvement Club, Inc.).
6. Delinquent general taxes, plus interest & penalties:

Year: 2021  
Amount Billed: \$1,723.49  
Amount Paid: 0.00  
Amount Due: Contact County Treasurer's Office  
Tax Account No.: S7410-02-01010-0/733736

Delinquent general taxes, plus interest & penalties:

Year: 2020  
Amount Billed: \$1,866.84  
Amount Paid: 0.00  
Amount Due: Contact County Treasurer's Office  
Tax Account No.: S7410-02-01010-0/733736

## WA Litigation Guarantee

Delinquent general taxes, plus interest & penalties:

Year: 2019

Amount Billed: \$1,638.06

Amount Paid: 0.00

Amount Due: Contact County Treasurer's Office

Tax Account No.: S7410-02-01010-0/733736

Delinquent general taxes, plus interest & penalties:

Year: 2018

Amount Billed: \$2,228.99

Amount Paid: 0.00

Amount Due: Contact County Treasurer's Office

Tax Account No.: S7410-02-01010-0/733736

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 21-11333; item 12; S7410-02-01010-0; 733736

Guarantee No.: 949242578

### INFORMATIONAL NOTES

1. 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

2. 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:  
Lot 10, Block 1, Lost Lake Grove #2
3. NOTE #2: The County tax legal is acceptable for tax sale conveyance purposes.
4. NOTE #3: According to the County Assessor's Rolls, the address for the subject property is:  
NHN Graham Dr. Camano Islnd 98282 WA
5. 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. Daniel L. Lindsley  
Barbara A. Lindsley  
1415 GRAHAM DR  
Camano Island, WA 98282-8300

2. Lost Lake Grove Owners Association  
1469 Lake Dr.  
Camano Island, WA 98282

6. NOTE #5: The records of title to subject premises disclose no MANUFACTURED HOME TITLE ELIMINATION APPLICATION (Form TD § 420-729) for any mobile home which may be situated upon the premises. In the absence of such a recorded application, a mobile or manufactured home is personal property, not real property and therefore, insurance of title to and location of any mobile home, manufactured home or other movable dwelling which may be located on the subject premises will be expressly excluded from the coverage afforded by the policy/policies to issue.  
For your information, in accordance with RCW 65.20, there are fees for processing of MANUFACTURED HOME TITLE ELIMINATION APPLICATION payable to the Department of Licensing. County fees and recording fees for filing the completed application are separate matters.

## WA Litigation Guarantee

### EXHIBIT A

Order Number: 21-11333; item 12; S7410-02-01010-0; 733736

Guarantee No.: 949242578

#### PROPERTY DESCRIPTION:

Lot 10, Block 1, Plat of Lost Lake Grove, Division No. 2, as per plat recorded in Volume 8 of Plats, page 56, records of Island County, Washington.

Situate in the County of Island, State of Washington.