

Guarantee No.: 7386-13-1062503-2026.27030-235826429

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a Florida Corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned: 

By: _____
Authorized Officer or Agent

AmeriTitle, LLC
503 N Pearl St., Ste 101
Ellensburg, WA 98926-3173
Tel: 509-925-1477
Fax: 509-962-3111



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

Attest: 
Marjorie Nemzura
Secretary

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Kittitas County CDS

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

- (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule A of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule A and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as

stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. 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 of this Guarantee. If the Company shall exercise its rights under this paragraph it shall do so diligently

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The

proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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 such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under

Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

7. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to a defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the 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.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not full cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance of the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is

\$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: **FIDELITY NATIONAL TITLE INSURANCE COMPANY, Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.**

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE

Guarantee Number 27030-235826429

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 ASSUANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: February 27, 2026


CHICAGO TITLE INSURANCE COMPANY


CHICAGO TITLE INSURANCE COMPANY

Countersigned By:

Steven Dougherty
Authorized Signatory



By: 
President

ATTEST 
Secretary

SCHEDULE A

Your Reference:

Our No. 1062503

Guarantee No. 27030-235826429

Liability: \$1,000.00

Fee: \$350.00

Sales Tax: \$29.75

1. Name of Assured: Fowler Creek Trails LLC
2. Date of Guarantee: 18th day of February, 2026 at 7:30 A.M.

The assurances referred to on the face page are:

That, according to those public records which, 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:

Fowler Creek Trails, LLC, a Washington Limited Liability Company as to TRACT 1; and Patrick Deneen and Nancy Marcus, who are described as tenants in common on the document in which title vests, each presumptively subject to the community interests of their spouses or domestic partners if married or in a domestic partnership, as to TRACT 2

END OF SCHEDULE A

(SCHEDULE B)

Order No: 1062503
Policy No: 27030-235826429

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: 2026
Tax Type: County
Total Annual Tax: \$408.16
Tax ID #: 949861
Taxing Entity: Kittitas County Treasurer
First Installment: \$204.08
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$204.08
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$122.11
Tax ID #: 949862
Taxing Entity: Kittitas County Treasurer
First Installment: \$61.06
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$61.05
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$109.57
Tax ID #: 949863
Taxing Entity: Kittitas County Treasurer
First Installment: \$54.79
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$54.78
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$470.86
Tax ID #: 949864
Taxing Entity: Kittitas County Treasurer
First Installment: \$235.43
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$235.43
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$470.86
Tax ID #: 949865
Taxing Entity: Kittitas County Treasurer
First Installment: \$235.43
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$235.43
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$470.86
Tax ID #: 949866
Taxing Entity: Kittitas County Treasurer
First Installment: \$235.43
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$235.43
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$468.66
Tax ID #: 949867
Taxing Entity: Kittitas County Treasurer
First Installment: \$234.33
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$234.33
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$230.58
Tax ID #: 949868
Taxing Entity: Kittitas County Treasurer
First Installment: \$115.29
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$115.29
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$467.72
Tax ID #: 949869
Taxing Entity: Kittitas County Treasurer
First Installment: \$233.86
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$233.86
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$4,227.34
Tax ID #: 949870
Taxing Entity: Kittitas County Treasurer
First Installment: \$2,113.67
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$2,113.67
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$421.99
Tax ID #: 949871
Taxing Entity: Kittitas County Treasurer
First Installment: \$211.00
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$210.99
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$467.72
Tax ID #: 949873
Taxing Entity: Kittitas County Treasurer
First Installment: \$233.86
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$233.86
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$405.02
Tax ID #: 382736
Taxing Entity: Kittitas County Treasurer
First Installment: \$202.51
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$202.51
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$92.96
Tax ID #: 785434
Taxing Entity: Kittitas County Treasurer
First Installment: \$46.48
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$46.48
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$467.72
Tax ID #: 949874
Taxing Entity: Kittitas County Treasurer
First Installment: \$233.86
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$233.86
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$197.34
Tax ID #: 949875
Taxing Entity: Kittitas County Treasurer
First Installment: \$98.67
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$98.67
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$491.30
Tax ID #: 17435
Taxing Entity: Kittitas County Treasurer
First Installment: \$245.65
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$245.65
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$470.86
Tax ID #: 949853
Taxing Entity: Kittitas County Treasurer
First Installment: \$235.43
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$235.43
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$470.86
Tax ID #: 949854
Taxing Entity: Kittitas County Treasurer
First Installment: \$235.43
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$235.43
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$470.86
Tax ID #: 949855
Taxing Entity: Kittitas County Treasurer
First Installment: \$235.43
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$235.43
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$468.97
Tax ID #: 949851
Taxing Entity: Kittitas County Treasurer
First Installment: \$234.49
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$234.48
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

7. Taxes, interest and penalties, if any, which may result from the loss of any tax exemptions for which this property has qualified.
8. The provisions contained in Instrument,
From: Michael Burchak and Marie Burchak, his wife
Recorded: April 24, 1978,
Book 97, page 354
Instrument No.: [421854](#).
As follows:

"Grantor reserves a perpetual right to use of water for domestic use on the North Half of the Northwest Quarter, Tract 2, and Lots 3 and 4, in Section 2, Township 19 North, Range 14 EWM, Kittitas County, Washington, from the spring located on said Lot 1 of Section 3, and grantor retains a perpetual easement for installation, maintenance and use of a pipeline from grantor's present home in said Section 2 to the said spring on Lot 1

Grantee may have joint use with grantor of water from Fowler Creek under water right of grantor, but all waste water therefrom must be rerun into Fowler Creek by grantee after its use"

9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Rodney T Dunn and Marianne Dunn, husband and wife
Recorded: May 18, 1984
Instrument No.: [479311](#)
Book: 204, Page: 395

Adjustment of Easement recorded July 20, 1993 in Book 344, page 841, under Auditor's File No. [561373](#)

Revision of legal description recorded October 13, 1993 under Auditor's File No. [564280](#)

10. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Dennis M Deneen Short Plat,
Recorded: October 12, 1993
Book: D of Short Plats Page: 76
Instrument No.: [564257](#)
Matters shown:
 - a) Dedication thereon
 - b) Location of spring and spring protection area
 - c) Location of wetland area
 - d) 60' private access easement
 - e) Notes contained thereon.

11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Puget Sound Power & Light Company
Recorded: October 24, 1994
Instrument No.: [576280](#)
 12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Tom and Margaret Whitaker and Pat Deneen
Recorded: June 16, 1997
Instrument No.: [199706160040](#)
 13. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: April 30, 2002 and December 5, 2002
Book: 27 of Surveys Page: 150 and Book: 28 of Surveys Pages: 116 and 117
Instrument No.: [200204300049](#) and [200212050006](#)
Matters shown:
a) 60' ingress, egress and utility easement to be established under separate document
 14. 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: April 22, 2004
Instrument No.: [200404220041](#)
 15. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: November 1, 2005
Book: 31 of Surveys Pages: 231 through 235
Instrument No.: [200511010073](#)
Matters shown:
a) 60' access and utility easement
- Affidavit of Minor Correction of Survey recorded December 7, 2005, under Auditor's File No. [200512070042](#).
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: August 21, 2006
Instrument No.: [200608210079](#)
 17. 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: September 29, 2006
Instrument No.: [200609290101](#)
 18. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
By: Schuler Deneen Family Ranch LLC, a Washington limited liability company; Schuler Deneen Family Ranch Partnership, a Washington partnership
Recorded: April 21, 2008
Instrument No.: [200804210034](#)

19. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$705,000.00
Trustor/Grantor: Fowler Creek Trails, LLC, a Washington Limited Liability Company
Trustee: Meyer, Fluegge & Tenney, P.S.
Beneficiary: Schuler Deneen Family Ranch, LLC
Dated: June 16, 2020
Recorded: June 17, 2020
Instrument No.: [202006170026](#)

The beneficial interest under said Deed of Trust was assigned of record to JKS Partners, L.P. by assignment,
Recorded: June 17, 2020
Instrument No.: [202006170027](#)

20. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the unnamed creek, if it is navigable.
21. Any question of location, boundary or area related to the unnamed creek, including, but not limited to, any past or future changes in it.
22. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
23. The right of the United States of America, acting through the U.S. Forest Service or any of its agencies, to regulate or limit the right of access to and from road.

END OF EXCEPTIONS

Notes:

- A. 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 Parcels 79, 84, 95 and 96 and all of Parcels 74, 75, 76, 77, 78, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 97, 98, 99 and 100, Book 31 of Surveys, pgs 231-235, and ptn Government Lot 1, all in Section 3, Township 19 North, Range 14 East, W.M.
- B. 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.
- C. 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).

Guarantee Conditions and Stipulations (12/15/95)

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. 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 of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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 such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall

terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the 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.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service

of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

EXHIBIT 'A'

File No. 1062503

TRACT 1:

Parcels 74, 75, 76, 77, 78, 85, 86, 87, 88, 89, 90, 91, 92, 93, 97, 98, 99 and 100 of that certain Survey as recorded November 1, 2005, in Book 31 of Surveys, pages 231 through 235, under Auditor's File No. 200511010073, records of Kittitas County, Washington; being portions of Government Lots 1 and 2 in Section 3, Township 19 North, Range 14 East, W.M., and also being portions of Lots 1, 2, 3 and 4, of DENEEN SHORT PLAT, Kittitas County Short Plat No. 91-15, as recorded October 12, 1993, in Book D of Short Plats, pages 76 through 78, under Auditor's File No. 564257, records of Kittitas County, State of Washington.

AND

Those portions of Parcels 79, 84, 95 and 96, of that certain Survey as recorded November 1, 2005, in Book 31 of Surveys, pages 231 through 235, under Auditor's File No. 200511010073, records of Kittitas County, Washington; being portions of Government Lots 1 and 2 in Section 3, Township 19 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, described as follows:

Beginning at the Northeast corner of Section 3, Township 19 North, Range 14 East, W. M., in the County of Kittitas, State of Washington, 1988.41 feet North 89°36'29" West to the point of beginning.

Thence 1397.31 feet South 0°11'26" East;
25.76 feet South 89°40'13" East;
373.77 feet North 0°13'44" East;
166.95 feet South 89°38'8" East;
289.06 feet North 0°59'11" East;
90.70 feet North 89°38'4" West
734.41 feet North 0°59'11" East;
125.76 feet North 89°36'29" West to the point of beginning.

AND

That portion of Government Lot 1, Section 3, Township 19 North, Range 14 East, W.M., in the County of Kittitas, State of Washington, lying East of the Easterly right-of-way of Fowler Creek Road.

TRACT 2:

Parcel 94 of that certain Survey as recorded November 1, 2005, in Book 31 of Surveys, pages 231 through 235, under Auditor's File No. 200511010073, records of Kittitas County, Washington; being portions of Government Lots 1 and 2 in Section 3, Township 19 North, Range 14 East, W.M., and also being portions of Lots 1, 2, 3 and 4, of DENEEN SHORT PLAT, Kittitas County Short Plat No. 91-15, as recorded October 12, 1993, in Book D of Short Plats, pages 76 through 78, under Auditor's File No. 564257, records of Kittitas County, State of Washington.