

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE

Guarantee Number 72156-236044759

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: April 7, 2026

CHICAGO TITLE INSURANCE COMPANY

Countersigned By:

Steven Dougherty

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]*

President

ATTEST
[Signature]

Secretary

SCHEDULE A

Your Reference:

Our No. 1072138

Guarantee No. 72156-236044759

Liability: \$1,000.00

Fee: \$350.00

Sales Tax: \$30.10

1. Name of Assured: Central Washington Land Group, LLC, a Washington Limited Liability Company
2. Date of Guarantee: 31st day of March, 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:

Central Washington Land Group, LLC, a Washington Limited Liability Company

END OF SCHEDULE A

(SCHEDULE B)

Order No: 1072138
Policy No: 72156-236044759

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. 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: \$4,080.41
Tax ID #: 621033
Taxing Entity: Kittitas County Treasurer
First Installment: \$2,040.21
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$2,040.20
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$374.42
Tax ID #: 481033
Taxing Entity: Kittitas County Treasurer
First Installment: \$187.21
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$187.21
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$562.08
Tax ID #: 12586
Taxing Entity: Kittitas County Treasurer
First Installment: \$281.04
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$281.04
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026
Tax Type: Irrigation
Total Annual Tax: \$638.36
Tax ID #: 12586
Taxing Entity: Kittitas County Treasurer
First Installment: \$319.18
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$319.18
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

5. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

6. Notice of possible (present and future) tap or connection charges levied, or to be levied, by the City of Ellensburg, notice of which is given by instrument recorded February 3, 1978, under Kittitas County Auditor's File No. [420037](#).
7. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Chicago, Milwaukee and St. Paul Railway Company of Washington
Purpose: Portable snow fences
Recorded: May 4, 1907
Instrument No.: [18471](#)
Book 14 of Deeds, Page 614
Affects: The Northeast Quarter of Section 28
8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Charles H. Dunning
Purpose: Irrigation ditch
Recorded: March 19, 1908
Instrument No.: [20824](#)
Book 16 of Deeds, Page 489
Affects: The Southeast Quarter of the Southeast Quarter of Section 28
9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: City of Ellensburg
Purpose: Water pipe line
Dated: December 14, 1914
Instrument No.: [39134](#)
Book 28 of Deeds, Page 338

10. Agreement and the terms and conditions contained therein
Between: H W Eldred
And: Julia R Eldred
Purpose: Right of way
Recorded: October 25, 1918
Instrument No.: [50046](#)
11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company, its successors and assigns
Purpose: Poles with the necessary wires and fixtures thereon
Recorded: January 9, 1926
Instrument No.: [80185](#)
Book 43 of Deeds, Page 98
Affects: South Half of the South Half of the Southeast Quarter of the Southwest Quarter of Section 22
- Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. [278670](#).
12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company, its successors and assigns
Purpose: Poles with the necessary wires and fixtures thereon
Recorded: January 9, 1926
Instrument No.: [80186](#)
Book 43 of Deeds, Page 99
Affects: Northwest Quarter of the Southwest Quarter of Section 22
- Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. [278670](#).
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company, its successors and assigns
Purpose: Poles with the necessary wires and fixtures thereon
Recorded: January 9, 1926
Instrument No.: [80189](#)
Book 43 of Deeds, Page 102
Affects: Southwest Quarter of the Southwest Quarter and Southeast Quarter of the Southwest Quarter of Section 22
- Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. [278670](#).
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: C.H. Kresge
Recorded: March 13, 1928
Instrument No.: [89608](#)
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company, its successors and assigns
Purpose: Poles with the necessary wires and fixtures thereon
Recorded: July 19, 1929
Instrument No.: [96447](#)
Book 47 of Deeds, Page 476
Affects: Northwest Quarter of the Southwest Quarter of Section 22
- Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. [278670](#).

16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: City of Ellensburg
Purpose: Water pipeline
Recorded: August 8, 1948
Instrument No.: [203021](#)
Book 79 of Deeds, Page 548
Affects: Northeast Quarter of Section 28
17. Agreement and the terms and conditions contained therein
Between: Melvin N. Wippel and Louise V. Wippel
And: Wesley E. Sydow
Purpose: Irrigation
Recorded: July 1, 1955
Instrument No.: [251363](#)
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Pacific Northwest Pipeline Corporation, a corporation
Purpose: Pipeline or pipelines for oil
Recorded: September 27, 1955
Instrument No.: [254871](#)
Book 97 of Deeds, Page 74
Affects: A portion of said premises
19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light
Purpose: Electric line
Recorded: September 29, 1966
Instrument No's.: [333044](#) and [333045](#)
Affects: Portion of Section 28
20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Ellensburg Telephone Company, a Washington corporation, its successors and assigns
Purpose: Lines of communication
Recorded: July 6, 1972
Instrument No.: [376420](#)
Book 31 of Deeds, Page 323
Affects: Southwest Quarter of the Southwest Quarter of Section 22
21. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Ellensburg Telephone Company, a Washington corporation, its successors and assigns
Purpose: Lines of communication
Recorded: July 6, 1972
Instrument No.: [376421](#)
Book 31 of Deeds, Page 324
Affects: Southeast Quarter of the Southwest Quarter of Section 22
22. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 20, 1997
Book: 22 of Surveys Pages: 174 and 175
Instrument No.: [199702200014](#)
Matters shown:
 - a) Easement R
 - b) Concrete ditch
 - c) Notes contained thereon
 - d) Location of fencelines in relation to property boundaries
 - e) Existing crossing

23. Amendment to Access Easement, including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Between: Mark L. Greene and Susanna R. Greene, husband and wife and Lorraine L. Spurling, individually and as the successor in interest to Lester G. Spurling
Recorded: June 6, 2006
Instrument No.: [200606060073](#)
24. Declaration of Covenant for Well, 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: October 2, 2015
Instrument No.: [201510020057](#)
25. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in Declaration Palomino Fields Drainfield Restrictive Covenant
Recorded: March 29, 2016
Instrument No.: [201603290030](#)
26. Declaration of Covenant for Well, 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 18, 2016
Instrument No.: [201608180001](#)
27. Covenants, conditions and restriction, 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 30, 2021
Instrument No.: [202104300021](#)
28. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Kittitas County
Purpose: Conservation easement
Recorded: August 23, 2022
Instrument No.: [202208230025](#)
Affects: A portion of said premises
29. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Cle Elum Pines West, LLC, and Teanaway Ridge, LLC
Purpose: Ingress, egress and utilities
Recorded: October 13, 2022
Instrument No.: [202210130017](#)
Affects: A portion of said premises
30. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: November 28, 2022
Book: 45 of Surveys Page: 61 through 65
Instrument No.: [202211280020](#)
Matters shown:
a) Easements thereon
b) Town Ditch right of way shown thereon
c) Notes thereon

31. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 3, 2023
Book: 45 of Surveys Page: 92 through 96
Instrument No.: [202302030014](#)
Matters shown:
 - a) Existing Drain Pond
 - b) Reecer Creek centerline shown thereon
 - c) Currier Creek centerline shown thereon
 - d) Easements thereon
 - e) Notes thereon
 - f) County Road right of way as shown thereon
32. Any question which may arise due to apparent conflict in the name(s) of the creek(s) creating the boundaries of a portion of said premises. We note that the creek referenced in legal description of the Northwest Quarter of the Northwest Quarter of said Section 27 is Reecer Creek, and that the creek delineated on survey recorded October 15, 1997, in Book 23 of Surveys, Pages 4 and 5, under Auditor's File No. [199710150001](#) in Section 22 is Currier Creek. It would appear from information available to this Company that the said creek(s) is/are in fact one and the same, and is in fact Currier Creek.
33. 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 Reecer, Currier and Spring Creeks, if it is navigable.
34. Any question of location, boundary or area related to the Reecer, Currier and Spring Creeks, including, but not limited to, any past or future changes in it.
35. 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.
36. Question to right of access related to the right to cross the town ditch as to that portion of subject property lying Northeasterly of town ditch in Section 22.
37. This Guarantee makes no assurances, nor makes any representation as to future insurability against lack of access to and from the described land.
38. The Land described herein shall not be deemed to include any house trailer or mobile home standing on the Land.
39. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: Number 9 Ranch, LLC
Secured Party: Farm Credit Services of America, PCA
Recorded: March 11, 2026
Instrument No.: [202603110004](#)

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: Ptns Section 22, Township 18 North, Range 18 East, W.M. and ptns Section 28, Township 18 North, Range 18 East, W.M. and ptns Section 27, Township 18 North, Range 18 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. 1072138

TRACT 1:

The Southwest Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington;
EXCEPT the right of way of the canal of the Ellensburg Water Company (Town Ditch);

AND

That portion of the Northwest Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the West boundary line of the canal of the Ellensburg Water Company (Town Ditch);

AND

The Southeast Quarter of the Southwest Quarter of Section 22, in Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; EXCEPTING THEREFROM:

1. That portion of the following lying within said Section 22: A tract of land bounded by a line described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 27; and running thence South 15' West, 1,321.5 feet; thence North 89°35' West, 500 feet; thence North 27°47' West, 838 feet; thence North 2°2' West, 879 feet; thence North 59°50' East, 79.8 feet; thence East 853.76 feet; thence South 334.09 feet to the point of commencement.
2. Parcels A and A-1 of that certain Survey as recorded October 15, 1997, in Book 23 of Surveys, pages 4 and 5, under Auditor's File No. 199710150001, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.
3. The right of way of the canal of the Ellensburg Water Company (Town Ditch).
4. Right of way for Reecer Creek County road.
5. That portion of the Southwest Quarter of the Southwest Quarter of Section 22, and that portion of the Southeast Quarter of the Southwest Quarter of Section 22. Township 18 North. Range 18 East, W.M., in the County of Kittitas, State of Washington, lying South and West of the West boundary line of the Town Ditch Right of Way of the Ellensburg Water Company, and also lying South and East of the centerline of Currier Creek, as delineated and described on the Record of Survey Boundary Line Adjustment prepared by Western Pacific Engineering and Survey, Inc., more generally described as follows:

Commencing at a 3 inch brass cap encased monument marking the Southeast corner of the Southwest Quarter of said Section 22, said brass cap bears South 00°10'10" East, a distance of 2665.64 feet from a found monument marking the center of said Section 22; thence North 89°30'21" West, coincident with the Southerly boundary of the Southwest quarter of said Section 22, a distance of 965.99 feet, said point also being located at the intersection of the said Southerly boundary of the Southwest quarter and the westerly boundary line of said Town Ditch Right of Way as depicted on Kittitas County Auditor's File No. 199710150001, said point also being the POINT OF BEGINNING; thence coincident with said westerly boundary line of the Town Ditch westerly easement line on the following eleven (11) courses:

1. North 01°43'17" West, a distance of 27.06 feet:
2. North 00°04'10" East a distance of 86.04 feet;
3. North 02°19'20" West a distance of 188.79 feet:
4. North 04°04'11" West a distance of 52.71 feet:
5. North 02°52'02" West a distance of 24.80 feet:
6. North 00°47'19" West a distance of 63.12 feet:
7. North 01°00'39" East a distance of 44.01 feet:
8. Northerly and northwesterly on a 130.17-foot radius curve concave to the southwest a distance of 133.51 feet, coincident with the arc of said curve through a central angle of 58°46'07" to the left;
9. North 59°31'12" West a distance of 35.58 feet;
10. North 62°14'59" West a distance of 12.09 feet;

11. Thence North $62^{\circ}17'16''$ West a distance of 34.42 feet to a point on said Town Ditch Right of Way, said point also being the intersection of the centerline of said Currier Creek and the southwesterly boundary located at the Town Ditch Right of Way:

thence coincident with the centerline of said Currier Creek the following twelve (12) calls;

1. South $31^{\circ}14'51''$ West a distance of 48.19 feet;
2. South $40^{\circ}07'28''$ West a distance of 113.56 feet;
3. South $35^{\circ}14'08''$ West a distance of 82.45 feet;
4. South $38^{\circ}46'52''$ West a distance of 66.17 feet;
5. South $35^{\circ}00'59''$ West a distance of 124.38 feet;
6. South $28^{\circ}17'12''$ West a distance of 27.09 feet;
7. South $35^{\circ}50'43''$ West a distance of 31.33 feet;
8. South $41^{\circ}32'01''$ West a distance of 64.99 feet;
9. South $34^{\circ}41'52''$ West a distance of 59.35 feet;
10. South $35^{\circ}45'38''$ West a distance of 25.02 feet;
11. South $26^{\circ}21'02''$ West a distance of 81.77 feet;
12. Thence South $26^{\circ}56'41''$ East a distance of 54.64 feet, to a point located on said Southerly boundary of said Southwest quarter of Section 22, said point also being the Northwesternly most corner of Lot 5 Palomino Fields Plat, Division VIII as recorded under Kittitas County Auditor's File No. 202112090038;

Thence South $89^{\circ}30'21''$ East, coincident with the said Southerly boundary of the said Southwest quarter, a distance of 530.43 feet to the POINT OF BEGINNING.

(Said exception also being described as Revised Lot 6 of Survey recorded as Book 45 of Surveys, pages 61 through 64, under Auditor's File No.: 202211280020, records of said County.)

TRACT 2:

All of that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying Northeasterly of the right of way of State Highway P.S.H. No. 3 and West of the center line of Spring Creek.

AND

The Northeast Quarter and the North Half of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, EXCEPT:

1. That portion of the Northeast Quarter of the Northeast Quarter which is described as follows:
Beginning at the Northwest corner of said quarter of quarter section and running thence East 759 feet; thence South 173.25 feet; thence West 759 feet; and thence North 173.25 feet to the point of beginning.
2. Right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway, 100 feet in width.
3. Right of way of Northern Pacific Railway, 200 feet in width.
4. Right of way of State Highway, SSH No. 131.
5. That portion of the North Half of the Southeast Quarter lying South and West of the right of way of Burlington Northern Inc. Railroad.
6. That portion of the Southeast Quarter of the Northeast Quarter which is described as follows:
Beginning at the Northeast corner of said Section 28, thence South along the East boundary of said Section, 1642.16 feet to the South right of way boundary of the Chicago, Milwaukee, St. Paul and Pacific Railroad, at which point is the true point of beginning; thence South, 519.20 feet to the North right of way boundary of Dry Creek Road; thence North $66^{\circ}48'$ West along said North right of way boundary 240.00 feet; thence North $27^{\circ}26''$ East, 478.30 feet to the true point of beginning.

7. Right of way for County Road as conveyed to Kittitas County by Quit Claim Deed dated September 1, 1983, recorded October 7, 1983, under Auditor's File No. 474337.

AND

All that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying North and East of the Northeasterly boundary line of the State Highway as now located and constructed and West of the center line of the channel of Reecer Creek, as now located, and East of the centerline of Spring Creek;

EXCEPT Right of way for Faust and Dry Creek County Roads.

And EXCEPT a 1976 Allen Homes, Bon Prix, 24x64 manufactured home.

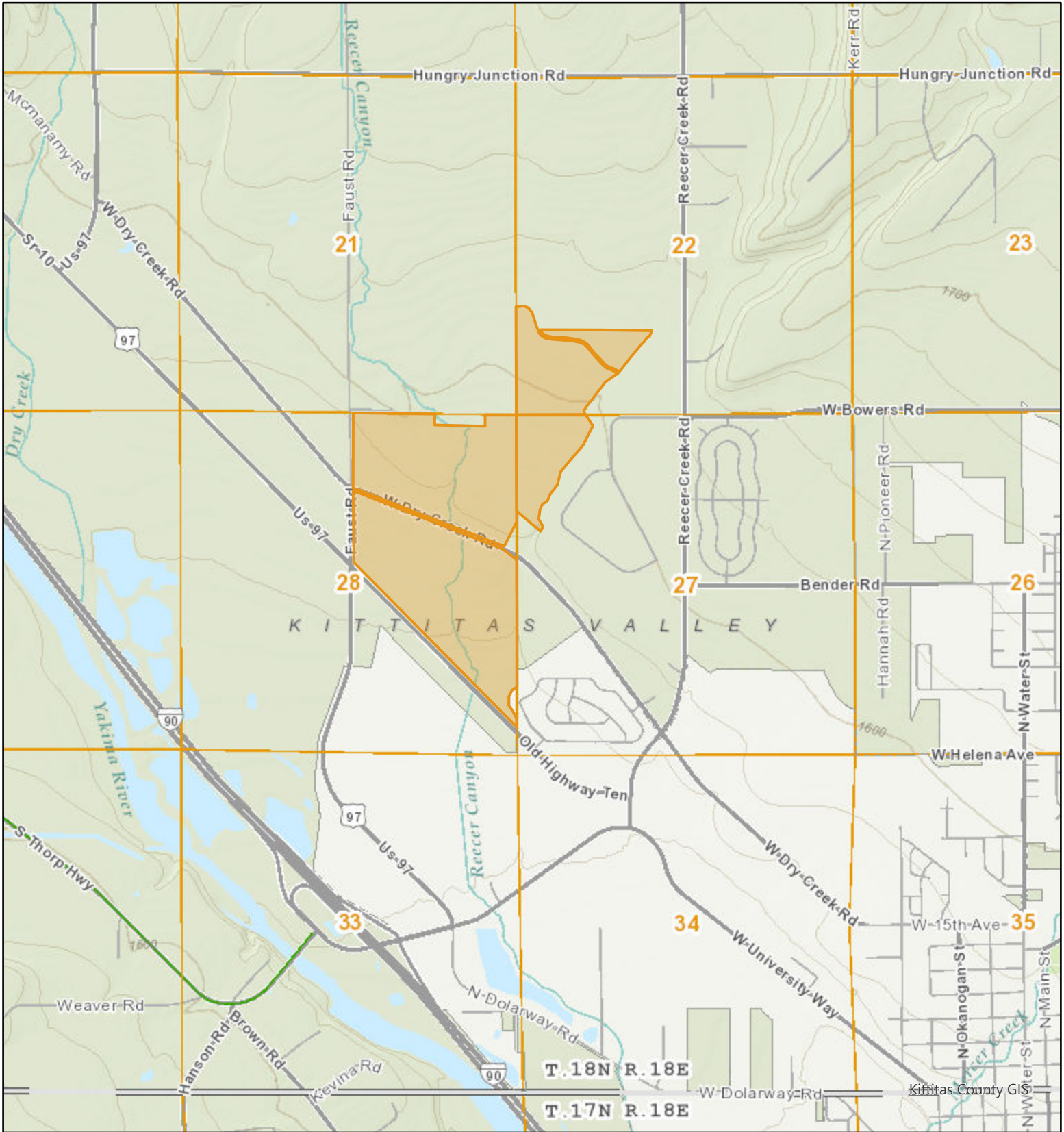
TRACT 3:

The Northwest Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; EXCEPT that portion thereof lying East of the center line of the channel of Reecer Creek as located on October 3, 1967.

AND

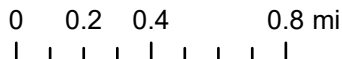
All that portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying North and West of the center line of the channel of Reecer Creek as located on October 3, 1967, and North and East of the Northeasterly boundary line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

Kittitas County COMPAS Map



Date: 4/7/2026

1 inch equals 3,009 feet



Disclaimer:
 Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

