

**CHICAGO TITLE INSURANCE COMPANY**

**GUARANTEE**

**Guarantee Number 7251247-236287106**

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: May 18, 2026

**CHICAGO TITLE INSURANCE COMPANY**

Countersigned By:

*Hannah Hall*  
Authorized Signatory

**CHICAGO TITLE INSURANCE COMPANY**



By: *[Signature]* President  
ATTEST *[Signature]* Secretary

## **SCHEDULE A**

Your Reference:

Our No. 1081170

Guarantee No. 7251247-236287106

Liability: \$1,000.00

Fee: \$350.00

Sales Tax: \$29.05

1. Name of Assured: Blue Jay Land Company, LLC
2. Date of Guarantee: 28th day of April, 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:

Blue Jay Land Company, LLC, a Washington Limited Liability Company

**END OF SCHEDULE A**

(SCHEDULE B)

Order No: 1081170  
Policy No: 7251247-236287106

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: \$2,255.85  
Tax ID #: 964138  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,127.93  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2026  
Second Installment: \$1,127.92  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2026

Tax Year: 2026  
Tax Type: County  
Total Annual Tax: \$0.00  
Tax ID #: 964142  
Taxing Entity: Kittitas County Treasurer

5. Taxes, interest and penalties, if any, which may result from the loss of the tax exemption for which this property has qualified.
6. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. [208267](#), no search having been made therefore.  
To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.
7. Liens, levies and assessments of the Mountain Ridge Resort Communities Owner's Association as shown in Declaration of Covenants recorded under Auditor's File No. [200409010047](#) and [2004092800063](#) and [200412300040](#).
8. Liens, levies and assessments of the Roslyn Ridge Activity Center as shown in Roslyn Ridge Activity Center Agreement recorded under Auditor's File No. [200706010052](#).
9. Water connection/hook-up fee as shown in Declaration of Covenants recorded under Auditor's File No. [200409010047](#) and [2004092800063](#) and [200412300040](#).

10. Possible sewer connection fee as shown in Declaration of Covenants recorded under Auditor's File No. [200409010047](#) and [2004092800063](#) and [200412300040](#).
11. Liens, levies and assessments of the Roslyn Ridge West Master Association.
12. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Northern Pacific Railway Company.  
Recorded: February 25, 1901  
Book: [1 of Deeds, Page 467](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. The provisions contained in Instrument,  
Recorded: September 17, 1906,  
Instrument No.: [16604](#).  
As follows: The grantors hereby grant to the grantee its successors and assigns, the right and power of making and maintaining such air shafts and drains as may be necessary to the working and mining of said coal deposits. The said grantee agrees to make reasonable compensation for damages done to the house and barn of said grantors by the said air shafts, and agrees to maintain said air shafts and drains in proper condition. Access to said air shafts and drains is granted to said grantee its successors, and assigns and agents provided it shall not be made a traveling way. The grantors expressly waive all claims to lateral, adjacent, and subjacent support and agree not to hold the grantee, its successors or assigns liable for any injury to the surface or buildings arising from any depression or subsidence of the surface due to the use of the underlying soil for mining purposes. The grantors agree to maintain necessary drains and to use the surface so as not to interfere with or injure the grantees or its successors' mines, shafts, or tunnels.
14. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Busy Bee Mining and Development Company.  
Recorded: September 24, 1908  
Book: 18, Page 102  
Instrument No.: [22056](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Roslyn Fuel Company.  
Dated: December 16, 1916  
Book: [31 of Deeds, Page 132](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
16. Reservations as set forth in Deed recorded January 17, 1917 as Document No. [44916](#) from A.G. Perry to the Roslyn Fuel Company.
17. 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 Roslyn Fuel Company  
Purpose: Coal and other minerals  
Recorded: January 17, 1927  
Instrument No.: [44916](#)  
Book 31 of Deeds, Page 153  
Affects: A portion of said premises
18. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from The Roslyn Fuel Company.  
Recorded: December 22, 1927  
Book: [46 of Deeds, Page 94](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
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: County of Kittitas, State of Washington  
Purpose: Right of way  
Recorded: May 6, 1931  
Book [49 of Deeds, Page 382](#)

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: Winston Bros. Co.  
Purpose: Easement with rights to drive trucks, maintain electric transmission lines and generally to occupy the surface of the described premises  
Recorded: January 16, 1933  
Instrument No.: [111285](#)  
Volume 52 of Deeds, Page 518
21. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from William C. Shaw and Madeline Shaw, his wife, A.W. Klavon and Marion Klavon, his wife, and Frank Watzel and Elizabeth Watzel, his wife.  
Recorded: August 15, 1941  
Instrument No.: [163358](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: A. Whitner Allen and Marian R. Allen, his wife  
Purpose: Pipeline for water  
Recorded: June 25, 1964  
Instrument No.: [313648](#)  
Volume 115, Page 597
23. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Robert H. Mason and Greta Mason, his wife; A. Whitner Allen and Marian R. Allen, his wife; Milton C. Young and Violette M. Young, his wife; Orval C. Scott and Geraldine Scott, his wife; Ray E. Cottet and Jean M. Cottet, his wife; Anthony G. Sandona and Loretta M. Sandona, his wife; and Walter F. Miller and Laurita B. Miller, his wife  
Purpose: Ingress and egress of an access road  
Recorded: April 2, 1965  
Instrument No.: [319989](#)  
Volume 118, Page 269
24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Orval C. Scott and Geraldine Scott, his wife; Delbert H. Swap and Marion L. Swap, his wife; and Albert Galanti and Leah A. Galanti, his wife  
Purpose: Ingress and egress of an access road  
Recorded: August 19, 1966  
Instrument No.: [332170](#)  
Volume 123, Page 50
25. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Orval C. Scott and Geraldine Scott, husband and wife, and Clarence Anderson, a single person  
Purpose: Access road  
Recorded: October 16, 1968  
Instrument No.: [350491](#)  
Volume 131, Page 21
26. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Sunny Lands Development Corporation  
Purpose: Water main pipeline  
Recorded: May 10, 1971  
Instrument No.: [367514](#)

Assignment of Sunny Lands Development Corporation's interest to Pineloch Sun Beach Club, Inc., by instrument recorded under Auditor's File No. [374523](#).

27. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Sunny Lands Development Corporation  
Purpose: Water main pipeline  
Recorded: May 10, 1971  
Instrument No.: [367515](#)

Assignment of Sunny Lands Development Corporation's interest to Pineloch Sun Beach Club, Inc., by instrument recorded under Auditor's File No. [374523](#).

Agreement to Realign a Water Line Easement recorded June 20, 2019, under Auditor's File No. [201906200023](#).

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: Sunny Lands Development Company, a Washington corporation  
Purpose: Constructing, installing, repairing, maintaining and operating a water pipe line and all necessary connections and appurtenances thereto and includes the rights of ingress and egress for the purpose of enjoying said easement  
Recorded: May 10, 1971  
Instrument No.: [367516](#)  
Volume 20, Page 261

Assignment of Sunny Lands Development Corporation's interest to Pineloch Sun Beach Club, Inc., by instrument recorded under Auditor's File No. [374523](#).

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: Sunny Lands Development Corporation, a Washington corporation  
Purpose: Water Main pipeline  
Recorded: May 10, 1971  
Instrument No.: [367517](#)  
Volume 20, Page 264

Assignment of Sunny Lands Development Corporation's interest to Pineloch Sun Beach Club, Inc., by instrument recorded under Auditor's File No. [374523](#).

30. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Robert H. Mason and Greta Mason, his wife  
Purpose: Pipeline for water  
Recorded: October 18, 1972  
Instrument No.: [378668](#)  
Volume 34, Page 293

31. 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: Robert C. Leander and Betty H. Leander, his wife, and their heirs, successors and assigns  
Recorded: November 3, 1972  
Instrument No.: [378919](#)  
Book: 34, Page: 648

32. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted to: Delbert Harold Swap and marion Lenore Swap, his wife, and Albert Galanti and Leah Annette Galanti, his wife  
Purpose: Ingress and egress  
Recorded: December 12, 1972  
Instrument no.: [379565](#) and other various deeds of record  
Volume 35, page 600

33. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Orval C. Scott and Geraldine Scott, his wife  
Purpose: Access road  
Recorded: October 20, 1975  
Instrument No.: [400601](#)  
Volume 65, Page 568
34. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Roslyn Telephone Company, a Washington corporation  
Purpose: To construct, reconstruct, operate and maintain a telephone line or system  
Recorded: July 2, 1981  
Instrument No.: [453292](#), [453293](#), [453294](#), [453295](#), [453298](#), [453299](#)  
Volume 150, Pages 642 through 645
35. Easement Exchange Agreement and the terms and conditions contained therein  
Between: Plum Creek Timber Company, Inc., a Delaware corporation, Alpine Veneers, Inc., an Oregon corporation, and the United States National Bank of Oregon  
Recorded: August 9, 1984  
Volume 209, Page: 379  
Instrument No.: [481279](#)
36. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from PCTC, Inc., a Delaware Corporation (formerly known as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.).  
Recorded: June 30, 1989  
Instrument No.: [521473](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
37. Agreement and the terms and conditions contained therein  
Between: PCTC, Inc., a Delaware corporation (formerly known as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.) as grantors, Plum Creek Timber Company, L.P., as grantee, Meridian Minerals Company, a Montana corporation, as reserved mineral owner and Meridian Oil, Inc., a Delaware corporation, as reserved oil and gas owner.  
Recorded: May 31, 1991  
Instrument No.: [539737](#)
38. 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, a Washington corporation  
Recorded: September 14, 1994  
Instrument No.: [574976](#)  
Book: 358, Page: 1261
39. Partial waiver of surface use rights.  
Recorded: April 8, 1996  
Auditor-'s File No.: [199604080028](#)  
Executed by: Meridian Oil, Inc.
40. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Pineloch Sun Beach Club, Inc  
Purpose: A water pipeline  
Recorded: September 27, 1999  
Instrument No.: [199909270010](#), [199909270011](#), and [199909270012](#).

41. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Plum Creek Timber Company, L.P., its successors and assigns

Purpose: Ingress, egress and utilities

Recorded: December 30, 1999

Instrument No.: [199912300037](#)

Said instrument further provides in part as follows:

"Said easement may be relocated and developed at Grantee's expense with the approval of Grantor, which shall not be unreasonably withheld."

Assignment of Easement rights recorded under Auditor's File No. [201412180026](#)

42. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Plum Creek Timberland, L.P., a Delaware limited partnership, successor by merger to Plum Creek Timber Company, L.P., and its successors

Recorded: December 27, 2000

Instrument No.: [200012270001](#)

43. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Hamberlin Short Plat,

Recorded: May 22, 2001

Book: F of Short Plats Pages: 158 and 159

Instrument No.: [200105220008](#)

Matters shown:

a) Utility easement designated as Parcel B

b) Encroachment of existing fence lines into that portion of said premises designated as Parcel B

c) Power pole easement within and outside the East boundary of said Parcel B

d) Notes contained thereon

e) Dedication thereon

44. Rights of owners within the Southwest Quarter of the Southwest Quarter of Section 1 and within the Northwest Quarter of Section 12, Township 20 North, Range 14 East, to use existing gravel road located within the subject property as disclosed by Survey recorded in Book 29 of Surveys, pages 47 and 48, under Auditor's File No.

[200308180073](#)

45. Declaration of Covenant, 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: June 9, 2004

Instrument No.: [200406090015](#)

46. 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: September 1, 2004

Instrument No.: [200409010047](#)

47. 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: September 28, 2004

Instrument No.: [200409280063](#)

Modification(s) of said covenants, conditions and restrictions

Recorded: September 30, 2005

Instrument No.: [200509300132](#)

Further modifications of said covenants, conditions and restrictions

Recorded: June 28, 2008

Instrument No.: [200806260017](#)

Said Declaration was extended to the subject property by document [201808070022](#) and by [202009280091](#).

Further modifications of said covenants, conditions and restrictions

Recorded: August 7, 2018

Instrument No.: [201808070022](#)

Further modifications of said covenants, conditions and restrictions

Recorded: September 28, 2020

Instrument No.: [202009280091](#)

48. Access and Utilities Easement Agreement and the terms and conditions contained therein

Between: Teanaway Ridge LLC, Ronald Mill Site IV Inc., R&R Heights Company, Inc. and Cle Elum Resources Company, LLC

Recorded: October 29, 2004

Instrument No.: [200410290131](#)

49. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Evergreen Ridge P.U.D. Phase 1 - Division 1

Recorded: September 7, 2004

Instrument No.: [200409070067](#)

Matters shown:

a) Notes contained thereon

50. 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: November 19, 2004

Instrument No.: [200411190054](#)

51. 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: December 30, 2004

Instrument No.: [200412300040](#)

52. 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: December 30, 2004

Instrument No.: [200412300041](#)

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

Recorded: April 17, 2006

Book: 32 Pages: 134 through 137

Instrument No.: [200604170033](#)

Matters shown:

a) Shaded area designated as Disputed Ownership

b) Notes contained thereon

54. 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:

Executed By: Teanaway Ridge LLC, a Washington limited liability company

Recorded: June 2, 2006

Instrument No.: [200606020052](#)

55. Roslyn Ridge Activity Center Agreement and the terms and conditions contained therein

Between: Roslyn Ridge Activity Center, Inc., a Washington corporation

And: Evergreen Valley LLC

Recorded: June 1, 2007

Instrument No.: [200706010052](#)

Said Agreement was extended to the subject property by document [201808070022](#) and document [202009280091](#).

56. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:  
Recorded: May 20, 2008  
Instrument No.: [200805200038](#)
57. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in instrument:  
Granted To: SSHI LLC, a Delaware Limited Liability Company  
Recorded: December 12, 2008  
Instrument No.: [200812120035](#)
58. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: DeAnn Reeves, an unmarried individual  
Purpose: Ingress and egress  
Recorded: May 13, 2010  
Instrument No.: [201005130006](#)
59. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Allen and Gayla Barton, husband and wife  
Purpose: Ingress and egress  
Recorded: June 22, 2010  
Instrument No.: [201006220030](#)
60. Quitclaim, Assignment and Assumption of Easement Rights, including the terms and provisions thereof,  
Recorded: December 18, 2014  
Instrument No.: [201412180025](#)  
Between: Plum Creek Timberlands, L.P.  
And: Central Cascades Forests, LLC
61. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Kirk Keppler and Joni Keppler  
Recorded: February 17, 2016  
Instrument No.: [201602170003](#)
62. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Evergreen Ridge P.U.D. - Parcel A, Division 1,  
Recorded: August 7, 2018  
Book: 12 of Plats, Pages: 242 through 246  
Instrument No.: [201808070013](#)  
Matters shown:  
a) 40' Rockberry Loop  
b) Easement provisions  
c) Notes contained thereon
63. 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 Energy, Inc., a Washington corporation  
Purpose: Utility systems  
Recorded: August 20, 2018  
Instrument No.: [201808200058](#)
64. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Evergreen Ridge P.U.D. - Parcel B, Division 2,  
Recorded: May 15, 2018  
Book: 12 of Plats Page: 224 through 227  
Instrument No.: [201805150019](#)  
Matters shown:  
a) Easement provision  
b) Notes contained thereon

65. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Evergreen Ridge P.U.D. - Rockberry Loop Plat,  
Recorded: May 21, 2019  
Book: 13 of Plats Pages: 30 through 35  
Instrument No.: [201905210015](#)  
Matters shown:  
a) 40' access & utility Easement W herein dedicated  
b) 40' access & utility Easement R herein dedicated  
c) 8 foot trail Easement S herein dedicated  
d) 20' access & utility Easement T herein dedicated  
e) 8 foot trail Easement U herein dedicated  
f) Easement provision contained thereon  
g) Notes contained thereon
66. Agreement and the terms and conditions contained therein  
Between: Teanaway Ridge, LLC  
And: Pineloch / Sun Beach Club, Inc.  
Purpose: Agreement to Realign a Water Line Easement  
Recorded: June 20, 2019  
Instrument No.: [201906200023](#)
67. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: April 10, 2020  
Book: 42 of Surveys, Pages: 201 and 202  
Instrument No.: [202004100036](#)  
Matters shown:  
a) Notes as contained thereon
68. A Memorandum of Notice of Lien with the terms and conditions contained therein:  
Between: Teanaway Ridge LLC, a Washington Limited Liability Company; Evergreen Valley LLC, a Washington Limited Liability Company; DK Professional Consultants, Inc., a Washington Corporation; PQD Construction Inc., a Washington Corporation; Ronald Mill Site One, Inc., a Washington Corporation; Ronald Mill Site Two, Inc., a Washington Corporation; and Ronald Mill Site IV, Inc., a Washington Corporation  
And: JKS Partners, L.P., a Missouri limited partnership  
Which provides for royalty payments upon sale  
Recorded: March 11, 2021 and April 5, 2021  
Instrument No.: [202104050014](#) and [202103110058](#)  
Affects: This and other property
69. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Nicolas and Heather Trescases  
Purpose: Access  
Recorded: December 14, 2022  
Instrument No.: [202212140012](#)  
Affects: Portion of said premises and other land
70. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: October 6, 2023  
Book: 45 Page: 234 through 237  
Instrument No.: [202310060039](#)  
Matters shown:  
a) Easements thereon  
b) Notes thereon
71. 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 Energy, Inc.  
Purpose: Utilities  
Recorded: April 24, 2024  
Instrument No.: [202404240001](#)  
Affects: Portion of said premises and other land

72. Master Declaration and Covenants, Conditions, and Restrictions for Roslyn Ridge West, a Plat Community, 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: July 1, 2024  
Instrument No.: [202407010032](#)
73. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: July 24, 2024  
Book: 46 Page: 113 through 116  
Instrument No.: [202407240028](#)  
Matters shown:  
a) Easements thereon  
b) Notes thereon
74. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Purpose: Access and Utility  
Recorded: July 19, 2024  
Instrument No.: [202407190011](#)
75. Effect, if any, of a Notice/Agreement,  
From: Blue Jay Land Company LLC, a Washington Limited Liability Company and Teanaway Ridge LLC, a Washington Limited Liability Company  
To: Kirk Keppler and Joni Keppler, husband and wife  
Recorded: December 10, 2024  
Instrument No.: [202412100018](#)
76. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Roslyn Ridge P.U.D. Phase 1 and 2 Plat,  
Recorded: August 5, 2025  
Book: 14 Page: 140-144  
Instrument No.: [202508050030](#)  
Matters shown:  
a) Notes thereon  
b) Easements thereon
77. Covenants, conditions, easements 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 26, 2025  
Instrument No.: [202508260004](#)
78. Easement or easements, including the terms and provisions thereof, as contained in instrument,  
Recorded: August 26, 2025  
Instrument No.: [202508260004](#)
79. Shared Roadway Maintenance Agreement for Double O Road and Bitterroot Lane, including the terms and provisions thereof,  
Recorded: August 26, 2025  
Instrument No.: [202508260005](#)
80. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Roslyn Ridge WEst Master Association, a Washington nonprofit corporation, Evergreen Valley Water System, Inc., and Everygreen Valley Sewer System, Inc.  
Purpose: Utility and Drainage Easements  
Recorded: November 5, 2025  
Instrument No.: [202511050008](#)

81. Any adverse claim for discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts, which a correct survey would disclose.
82. Rights of the public in and to that portion of the Land lying within the right-of-way of Oddson Drive.

### **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: Lot 10, and Tract DO-1, ROSLYN RIDGE P.U.D. PHASE 1 AND 2 PLAT, Bk 14, pgs 140-144.
- B. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- 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.

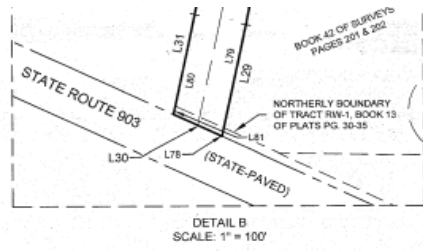
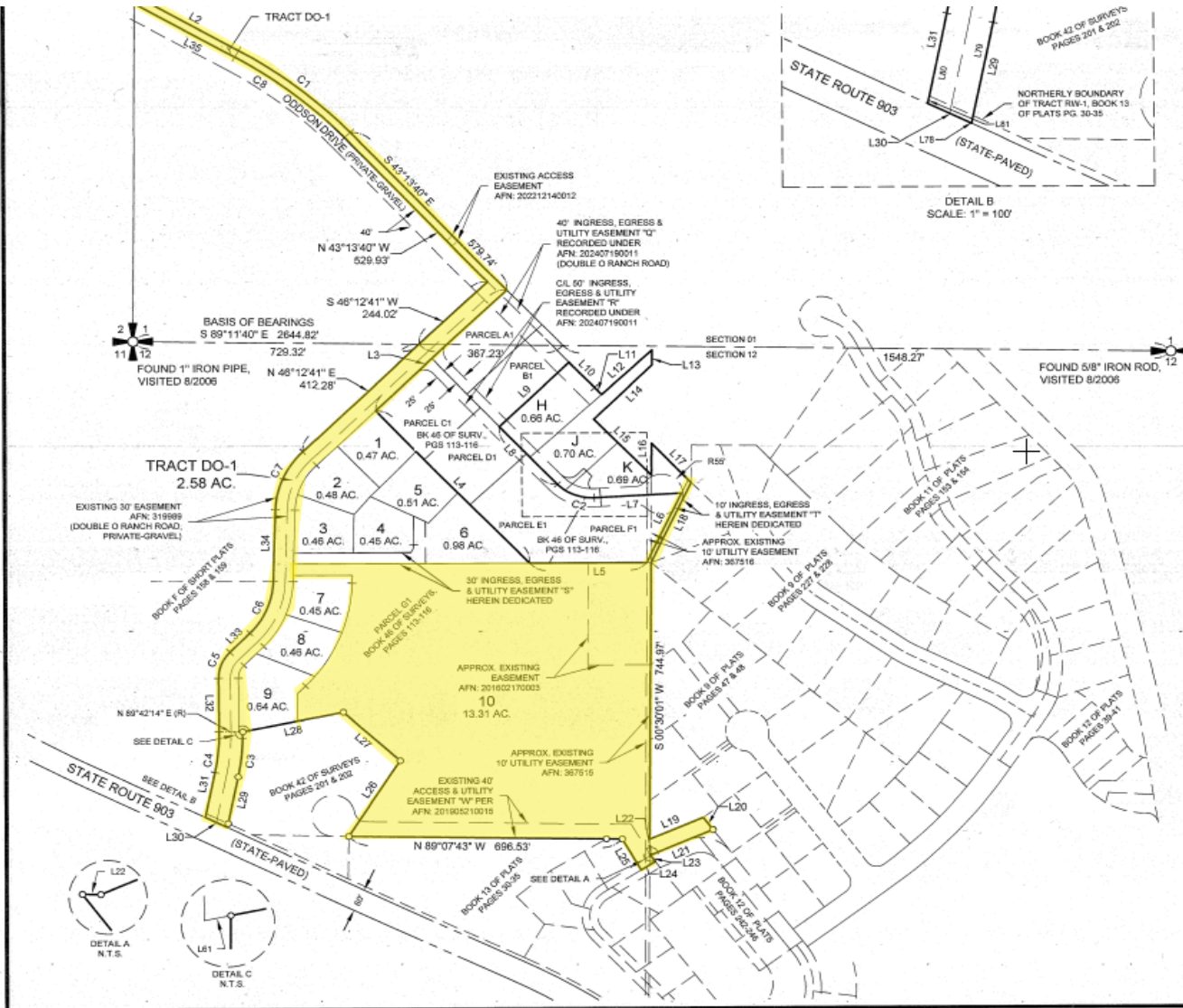
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

**EXHIBIT 'A'**

File No. 1081170

Lot 10, and Tract DO-1, [ROSLYN RIDGE P.U.D. PHASE 1 AND 2 PLAT](#), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 14 of Plats, pages 140 through 144, records of said County.

08/05/2025 01:44:52  
 542375  
 KITTITAS COUNTY AUDITOR



**LEGEND**

- SECTION CORNER, AS NOTED
- QUARTER CORNER, AS NOTED
- FOUND 5/8" REBAR & CAP, LS 45503
- SET 5/8" REBAR & CAP, LS 45503
- (R) RADIAL BEARING
- AFN AUDITOR'S FILE NUMBER



7/23/2025

**AUDITOR'S CERTIFICATE** 20250805!  
 FILED FOR RECORD THIS 5th DAY OF Aug 2025  
 IN BOOK 14 OF Plat AT PAGE 142  
 SURVEYOR'S NAME  
 DUSTIN L. PIERCE  
 COUNTY AUDITOR  
 County Auditor

**Encomp**  
 ENGINEERING & SURVEY  
 Western Washington Division  
 165 NE Juniper Street, Ste. 201 • Issaquah, WA 98027 • F  
 Eastern Washington Division  
 110 South Oakes Ave., Suite 230 • Cle Elum, WA 98922 • I

**ROSLYN RIDGE P.U.D. PHASE 1**  
 PREPARED FOR  
 BLUE JAY LAND COMPANY LLC  
 A PORTION OF SECTION 5 & A PORTION OF  
 TOWNSHIP 20 NORTH, RANGE 14 EAST  
 KITTITAS COUNTY

|             |           |
|-------------|-----------|
| DWN BY      | DATE      |
| D.L.P./G.W. | 07/2025   |
| CHKD BY     | SCALE     |
| D.L.P.      | 1" = 200' |



**NKA Double O Road  
 Ronald, WA 98940**

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF