



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027473

**Liability:** \$ 289,700.00

**Fee:** \$ 960.00

**Order No.:** 25-40748-VTE

**Dated:** August 6, 2025

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

### GUARANTEES

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

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

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

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

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC  
Company Name

201 W. North River Drive  
Suite 205  
Spokane, WA 99201  
City, State

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

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

## **WA Litigation Guarantee**

### **LITIGATION GUARANTEE**

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

#### **SCHEDULE A**

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40748-VTE

Date of Guarantee: August 6, 2025

Amount of Liability: \$289,700.00

Total: \$1047.36

Guarantee No.: 000027473

Premium: \$960.00

Sales Tax: \$87.36

1. Name of Assured:  
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
Fee
3. Title to said estate or interest at the date hereof is vested in:  
Richelle A. Schooley, a single person, who acquired title by Deed recorded October 15, 2020 under Auditor's File Number 6981606
4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:  
See attached Exhibit "A".

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

**SCHEDULE B**

Order Number: 25-40748-VTE

Guarantee No.: 000027473

**GENERAL EXCEPTIONS FROM COVERAGE**

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. 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.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane and the City of Spokane
11. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), and any amendments thereto:  
Recorded: May 13, 1954  
Recording No.: 239852B in the [official records](#)
12. Certificate of Approval for Fence Encroachment and the terms and conditions thereof:  
Recorded: August 10, 1981  
Recording No.: 8108100076 in the [official records](#)
13. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Cozza Third Addition in the [official records](#) as recorded in Volume 3 of Plats, Page(s) 29, and any amendments thereto.
14. Pending action in Spokane County:  
Superior Court Cause No.: 25-2-01607-32  
Being an action for: Tax Lien Foreclosure

## **WA Litigation Guarantee**

Plaintiff: Spokane County, a Political Subdivision of the State of Washington

Defendant: Richelle A. Schooley

Attorney for Plaintiff: Lawrence Haskell

Telephone No.: 509-477-5764

15. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the [official records](#) .

**End of Special Exception**

## **WA Litigation Guarantee**

Order Number: 25-40748-VTE

Guarantee No.: 000027473

### **INFORMATIONAL NOTES**

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:
2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review  
Spokane Valley News Herald  
Cheney Free Press

## **WA Litigation Guarantee**

### **EXHIBIT A**

Order Number: 25-40748-VTE

Guarantee No.: 000027473

#### **PROPERTY DESCRIPTION:**

Lot 11, Block 2, Cozza Third Addition, as per plat recorded in Volume 3 of Plats, Page 29;

Situate in the County of Spokane, State of Washington.

RETURN TO:  
Gore & Grewe, P.S.  
103 E. Indiana Avenue, Suite A  
Spokane, WA 99207-2317

6981606 10/15/2020 08:49:58 AM  
Rec Fee: \$104.50 Page 1 of 2  
Deed SIMPLIFILE LC E-RECORDING  
Spokane County Washington eRecorded

TAX PARCEL NUMBER: 36322.1911

The tax parcel number is provided at the request of the Auditor and shall not be construed as part of the legal Document.

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**PERSONAL REPRESENTATIVE'S DEED**

The undersigned, DEBORAH J. VANDENBERG, Personal Representative of the **ESTATE OF DANIEL LEE VANDENBERG** (the "Grantor"), for and in consideration of Love and Affection, hereby conveys and quitclaims to **RICHELLE A. SCHOOLEY**, a single person, the following-described real estate situated in the County of Spokane, State of Washington:


LOT 11, BLOCK 2, COZZA THIRD ADDITION, AS PER PLAT RECORDED  
IN VOLUME 3 OF PLATS, PAGE 29;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this Deed to those expressed herein, and excludes all covenants arising or to arise by statutory or other implication.

DATED this 14 day of October 2020.

**Estate of Daniel Lee Vandenberg**

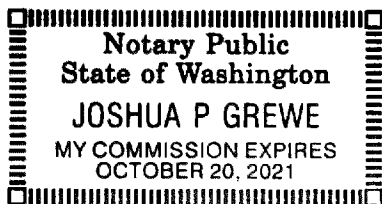
  
Deborah J. Vandenberg, Personal  
Representative

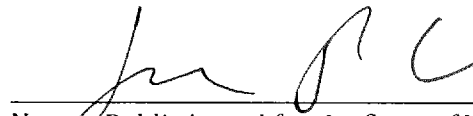


STATE OF WASHINGTON       )  
  :SS  
County of Spokane        )

I certify that I know or have satisfactory evidence that **Deborah J. Vandenberg** is the individual who appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Personal Representative of the **Estate of Daniel Lee Vandenberg** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14 day of October 2020.



  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at Spokane  
My Appointment Expires: 10-20-21  
(Notary seal must be legible for scanning and not conceal text)

DO NOT STAMP IN MARGIN.

239852 B

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That GUS J. COZZA, a single man, owner of the property hereinafter described, does hereby declare the following protective restrictions in connection with the following property, TO-WIT:

Lots 1 to 22 inclusive, Block 1; Lots 1 to 22 inclusive, of Block 2, COZZA THIRD ADDITION to Spokane, in the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book 2 of Plats, Page 28, in the office of the County Auditor of said County.

SUBJECT to roads, rights of way and easements, as the same now exist or appear of record.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until December 31, 1995, at which time said covenants shall be automatically extended for successive periods of ten years (10) unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Any election for the extension of these covenants or for the appointment of any committee herein provided shall be held at a convenient location in the City of Spokane upon thirty days' notice (30) of said election served by regular mail addressed to the property address and shall be conducted according to rules adopted at said meeting by those attending said meeting.

MEMBERSHIP: The architectural control committee is composed of:

GUS J. COZZA  
Mailing Address

North 5503 Elm Street  
318 Symons Building

WILLIAM P. COZZA

North 5003 Oak Street

ALEXANDER P. COZZA

North 6223 Ruby Street

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful

for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the sub-divider, or elected by a majority of the owners of the lots in said subdivision. However, in the event such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval shall not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

(b) No residential structure shall be erected or placed on any building plot which has an area of less than 6,000 square feet or a width of less than 50 feet at the front building setback line, and 20 feet minimum building setback on all streets.

(c) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

(d) No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(e) Dwelling cost, quality and size: No dwelling shall be permitted on any lot at a cost of less than \$8,750.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open, porches and garages, shall be not less than 720 square feet for a one-story dwelling.

1. All utilities should be located in the alley in the rear of of the lots and easements shall be allowed for that purpose.
2. Any dwelling or structure erected or placed on any blocks or lots shall be completed as to exterior appearance, including finished painting, within nine months from date of commencement of construction.

(f) No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line required by law, except that nothing shall prevent the erection of a necessary retaining wall, the top of such wall not to extend more than three feet, above the finish grade at the back of said retaining wall and except such fence, wall or mass planting that may be approved by the committee as described in Paragraph (a).

(g) No part of said property shall be used for business purposes of any kind whatsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 30 day of April, 1954.

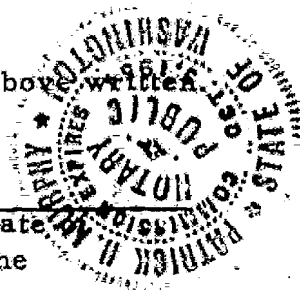
Gus J. Cozza  
GUS J. COZZA

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that on this 30 day of April, 1954 personally appeared before me GUS J. COZZA, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Patrick Murphy  
Notary Public in and for the State of  
Washington, residing at Spokane



FILED FOR RECORD MAY 13 1954 AT 3:25 P M  
REQUEST OF Patrick Murphy  
FRANK J. GLOVER. SPOKANE COUNTY AUDITOR

## C E R T I F I C A T E

OFF  
VOL.

560 PAGE 1419 ✓

I certify that I am the owner of the land located at  
East 304 Columbia, Spokane, Washington, legally described  
 as follows: Lot 11 Bl. 2 Cozza 3<sup>rd</sup>;  
 and that in consideration of the grant by the City of Spokane of the  
 revocable privilege to use portions of the right of way of \_\_\_\_\_  
Lidgerwood for the purpose of fencing,  
 I assume any and all liability which may arise from and in connection  
 with the above-described land use, and I covenant to remove said im-  
 provement and restore the land to its present condition, all at my own  
 expense, within thirty days after notice to do so by the City of  
 Spokane.

William Berry  
 Property Owner

STATE OF WASHINGTON )  
 County of Spokane ) <sup>ss</sup>

On this day personally appeared before me  
William Berry to me known to be the individual  
 as described in and who executed the within and foregoing instrument,  
 and acknowledged that he signed the same as a free  
 and voluntary act and deed, for the uses and purposes therein men-  
 tioned.

Given under my hand and official seal this 27<sup>th</sup> day  
 of July, 1981.



FILED OR RECORDED  
 REQUEST OF City Bldg. Insp.

AUG 10 10 47 AM '81

VERNON A. HAN, CLERK  
 SPOKANE COUNTY, WASH.  
 DEPUTY

OPENLAND

Phillip J. Wink  
 Notary Public in and for the  
 State of Washington, residing  
 at Spokane

Room 451 City Hall 99201

3.00







VISTA  
TITLE & ESCROW

**ParcelID: 36322.1911**  
**304 E Columbia Ave, Spokane WA 99208**

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.