



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027498

Liability: \$ 281,700.00

Fee: \$ 960.00

Order No.: 25-40763-VTE

Dated: August 14, 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

Spokane County Treasurer

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: 25-40763-VTE

Date of Guarantee: August 14, 2025

Amount of Liability: \$281,700.00

Total: \$1047.36

Guarantee No.: 000027498

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:
James Hawkins, a single person who acquired title by Deed recorded October 24, 2001 under Auditor's file number 4645780
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: 25-40763-VTE

Guarantee No.: 000027498

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 Valley and Trentwood Irrigation District #3
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
12. Pending action in Spokane County:
Superior Court Cause No.: 25-2-03380-0
Being an action for: Abatement of Nuisance
Plaintiff: City of Spokane Valley
Defendant: James Hawkins, J. Doe Hawkins
Attorney for Plaintiff: City of Spokane Valley
Telephone No.: 509-720-5105
13. Pending action in Spokane County:
Superior Court Cause No.: 25-2-01607-32
Being an action for: Tax Lien Foreclosure
Plaintiff: Spokane County, a Political Subdivision of the State of Washington
Defendant: Defender Homes Airway Heights, LLC
Attorney for Plaintiff: Lawrence Haskell
Telephone No.: 509-477-5764

WA Litigation Guarantee

14. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the [official records](#) .
15. 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 Wellesley Manor in the [official records](#) as recorded in Volume 4 of Plats, Page(s) 25, and any amendments thereto.

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40763-VTE

Guarantee No.: 000027498

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:

City of Spokane Valley
10210 E Sprague Ave.
Spokane Valley, WA 99206
(Exception #12)

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: 25-40763-VTE

Guarantee No.: 000027498

PROPERTY DESCRIPTION:

LOT 16, BLOCK 1, WELLESLEY MANOR ADDITION, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 4 OF PLATS, PAGE(S) 25, RECORDS OF SPOKANE COUNTY, WASHINGTON;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.



4645780
Page: 1 of 1
10/24/2001 03:00P
Spokane Co WA

WALDO, SCHWEDA,
MONTGOMERY & GALES, P.S.
North 2206 Pines Road
Spokane, Washington 99206

ADMINISTRATOR'S DEED

102401.4

Reference:
Grantor(s):(1)
Grantee(s):(1)
Abbreviated Legal Description:
Assessor's Tax Parcel No.:

THE GRANTOR, WENDY BALLARD, Personal Representative of the Estate of Jean Hawkins,
deceased,

for and in consideration of distribution of probate estate, Spokane Superior Court Case No.
00401118-2,

conveys and quit claims to, JAMES HAWKINS, a single person, GRANTEE

the following described real estate, situated in the County of Spokane, State of Washington,
together with all after acquired title of the grantor therein:

Lot 16, Block 1, Wellesley Manor, County of Spokane, State of
Washington.

Parcel Number: 45012.1116

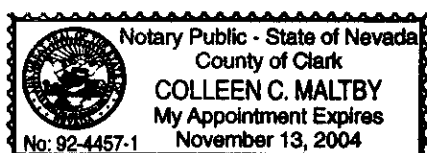
DCT
DATED: September 11, 2001.

Wendy Ballard
WENDY BALLARD

STATE OF NEVADA)
COUNTY OF Clark) ss.

On this day personally appeared before me Wendy Ballard to me known to be the
individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that she signed the same as her free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 11th day of October, 2001.



Colleen C. Maltby
NOTARY PUBLIC in and for the State
of Nevada, Residing at Las Vegas NV

10/24/2001 CBG

\$2.00 200116476

1247
#1399

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that "Tims Land Co," a corporation organized under the laws of the State of Washington, has laid off and platted into lots, blocks and streets the land shown on this map to be known as "Wellesley Manor Addition," a plat in a part of Gov't lots 3 & 4 described as follows: Beginning at a point 230' east and 30' south of the NW corner of Section 1, T.25N, R.44E, W.M., thence S 89°42' E a distance of 1255.0', thence South a distance of 117.62' to the North R/W line of the Spokane Valley Land & Water Co. Canal, thence S 86°51' W along the canal R/W a distance of 330.24', thence N 86°32' W along the canal R/W a distance of 484.86', thence N 28°04' W along the canal R/W & the R/W produced a distance of 832.25', thence North a distance of 181.35' to the point of beginning. And they do hereby dedicate to the public for the use of the public as highways the streets and roads shown upon this map.

1. All lots in the addition shall be known as residential lots. No structure shall be erected altered, placed or permitted to remain on any lot other than one single family dwelling, or one two-family dwelling or one three-family dwelling, together with attached or detached private garage or garages and such other outbuildings as may be incidental to the residential use of the land.
2. No building shall be erected nearer than thirty-five (35) feet to the front line of any lot nor nearer than ten (10) feet to any side line, except that a detached garage or outbuilding located one hundred (100) feet or more from the front line may be located not less than five feet from the side line. Provided further that the side line along a flanking side street shall be not less than twenty-five (25) feet in width and no garage or outbuilding shall project therefrom.
3. No residential structure shall be erected or placed on any lot which has a width of less than ninety (90) feet at the front building set back line or which has an area of less than nine thousand (9000) square feet.
4. No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials. The provisions of this paragraph shall remain in effect until January 1, 1951, on which date the architectural control committee shall be dissolved.
5. The architectural control committee is composed of Charles H. Tolford, N. 1105 University Road, Spokane, Washington, Karl K. Moore, E. 7321 Trent Avenue, Spokane, Washington, and H. E. Isenhardt, E. 7321 Trent Avenue, Spokane, Washington. A majority of the committee may disapprove any plans or specifications submitted to it. In the event of disapproval of any member of the committee, the remaining members shall have full representation as set forth in it. The committee shall have the right to suspend any member of the committee, or to suspend any person or persons owning or controlling any real property situated in this addition to prosecute any person or persons violating or attempting to violate any such covenant and to recover damages for such violation.
6. The committee's approval or disapproval as required in these covenants shall be in writing and the decision of the committee or its designated representative shall be rendered within thirty (30) days after plans and specifications have been submitted to it.
7. No commercial enterprise shall be conducted or carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, provided, however, that the architectural control committee may appoint one or more persons to inspect and report on any lot and to maintain offices within the platted area for the promotion and sale of lots and dwellings in said addition.
8. No dwelling having a floor area of less than 800 square feet in the case of a one-story structure nor less than 750 square feet in the case of one and one-half or two story structure shall be permitted on any lot.
9. No trailer, basement, tent, shed, garage, barn, or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
10. No front yard of any lot shall be fenced along the front lot line nor back to the building set back line.
11. The grantor reserves the easement, right and privilege on a strip of land seven and one-half (7½) feet in width along and parallel to the back lot line of each lot for telephone, gas, water, electric service and other utilities.
12. These covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 1916 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a majority of the owners of lots in this addition it is agreed to change them in whole or in part.
13. If the parties hereto, or any of them, or their heirs or assigns or any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning or controlling any real property situated in this addition to prosecute and to prevent him or them from so doing or to recover damages for such violation.
14. Invalidity of any 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.
15. The lots in this addition are subject to highway, pole line and irrigation easements and contracts of record in the County Auditor's office.
16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet of area, advertising the property for sale or rent, provided, that the licensed real estate broker or agent authorized to promote the sale of lots and dwellings within the addition shall be permitted the use of signs on the lot at which he maintains his office or residence to the extent reasonably necessary to promote the sale of property located in the addition.
17. No lots in this addition will be sold until domestic water is made available.

Executed at Spokane Washington, this 18th day of July, 1955
Charles H. Tolford - PRES.
H. E. Isenhardt - SEC. TREAS.

ACKNOWLEDGMENT

On this 18th day of July, 1955 before me personally appeared Charles H. Tolford and H. E. Isenhardt to me known to be the President and Secretary, respectively of said Tims Land Co., who executed the within and foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cary H. Sturgis
Notary Public in and for the State of Washington
residing at SPOKANE Washington

ENGINEER'S CERTIFICATE

I, Clarence E. Simpson, a licensed Civil Engineer and Land Surveyor, hereby certify that this plat represents a true and correct copy of the official records and survey made by me and that the lot corners and measurements have been set:

Examiners and Approved: Spokane County Engineer
Date July 22nd, 1955
By M. J. Howard
Deputy
Spokane County Treasurer

Examined and Approved: Spokane County Planning Commission
Date July 22nd, 1955
By Fred Mc Cleave
Chairman
by Planning Commission Secretary

Examined and Approved: Spokane County Commissioners
Date July 22nd, 1955
By O. H. Stewart
Chairman

LATITUDES AND DEPARTURES

Course	Distance	North	South	East	West
S 89°42' E	1255.00'	—	6.58'	1254.99'	—
SOUTH	917.62'	—	—	—	—
S 86°51' W	380.24'	—	20.86'	—	379.67'
N 86°32' W	484.86'	29.32'	—	—	483.97'
N 28°04' W	832.25'	734.38'	—	—	391.57'
NORTH	181.35'	—	—	—	—
TOTALS	4,051.06'	945.05'	1254.99'	1254.99'	1255.01'

DIFFERENCE .04'

.22'

LEGEND

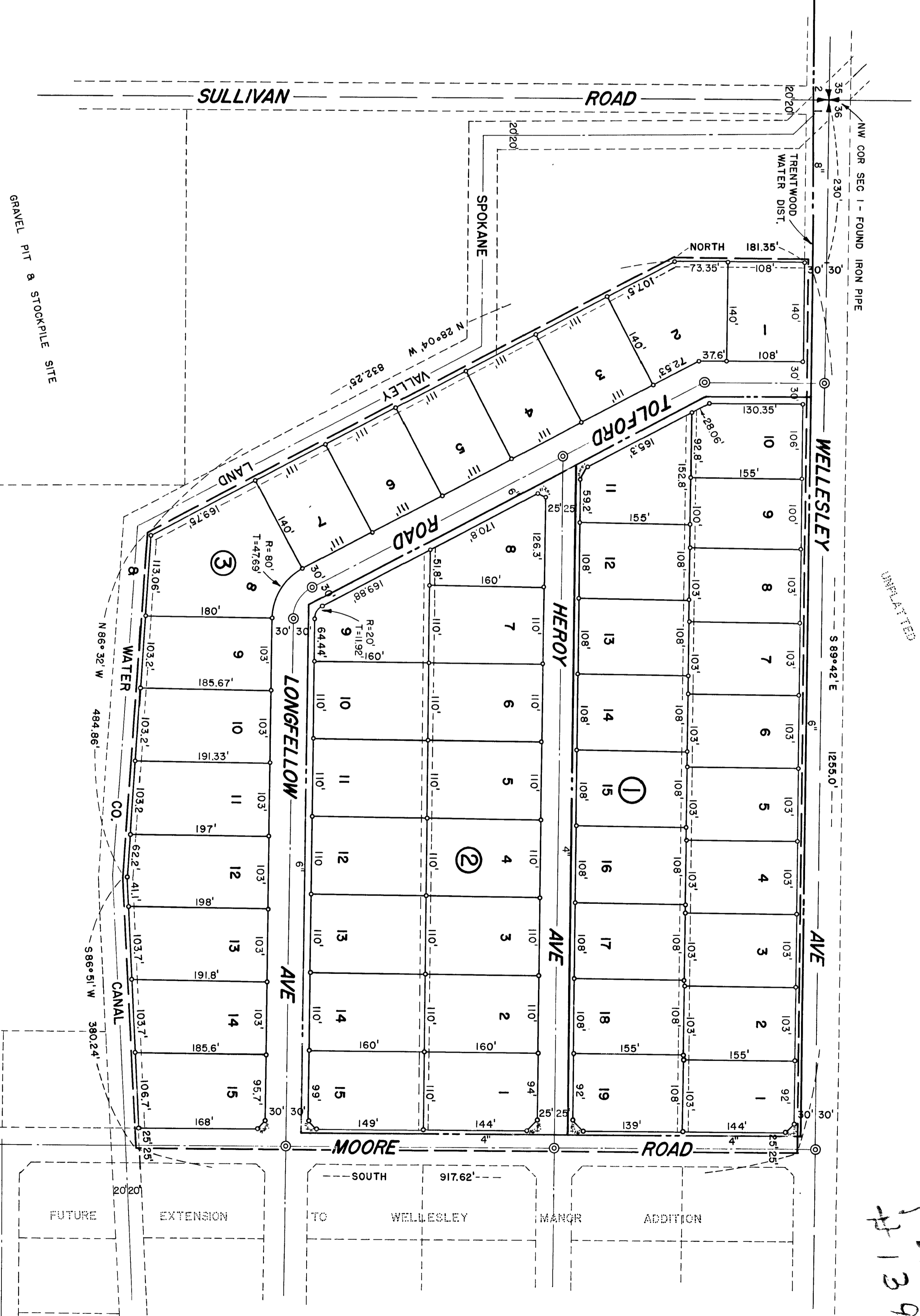
- SET 1/2" X 30" REINFORCED ROD
- SET 3/4" IRON PIPE
- FOUND MONUMENT AS SHOWN
- SUBDIVISION BOUNDARY
- WATER MAIN (SIZES AS SHOWN)
- 7 1/2" EASEMENT

A SUBDIVISION OF PART OF GOV'T
LOTS 3 & 4 IN SECTION 1, T.25N.,
R.44E, W.M.

WELLESLEY MANOR
ADDITION

FINAL PLAT

SCALE 1"=100'
JULY 1955
CLARENCE E. SIMPSON
PROFESSIONAL ENGINEER



1247
#1399