



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027495

Liability: \$ 80,000.00

Fee: \$ 560.00

Order No.: 25-40771-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: 25-40771-VTE

Date of Guarantee: August 14, 2025

Amount of Liability: \$80,000.00

Total: \$610.96

Guarantee No.: 000027495

Premium: \$560.00

Sales Tax: \$50.96

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:
Helena One LLC, a Washington limited liability company who acquired title by Deed recorded November 19, 2021 under Auditor's file number 7151968
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: 25-40771-VTE

Guarantee No.: 000027495

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 Spokane County Water 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.: 25-2-01607-32
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
13. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the [official records](#).
14. 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 Rettig Addition in the [official records](#) as recorded in Volume 5 of Plats, Page(s) 14, and any amendments thereto.

WA Litigation Guarantee

15. Easement and the terms and conditions thereof:
Disclosed by instrument recorded: March 18, 1946
Recording No.: 689396A in the [official records](#)
Purpose: Right of way for electrical distribution
In Favor of: The Washington Water Power Company
16. Evidence of the authority of the individual(s) to execute the forthcoming document(s) for Helena One, LLC, a Washington limited liability company, copies of current operating agreement should be submitted prior to close.

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40771-VTE

Guarantee No.: 000027495

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:

NONE

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

EXHIBIT A

Order Number: 25-40771-VTE

Guarantee No.: 000027495

PROPERTY DESCRIPTION:

Lot 1, Block 1, Rettig Addition, as per plat recorded in Volume 5 of Plats, Page 14, records of Spokane County;

Situate in the City of Spokane Valley, County of Spokane, State of Washington.

When recorded return to:

Helena One LLC

1439 N Argonne Rd
Spokane Valley, WA 99212

STATUTORY WARRANTY DEED

Escrow No. 21-1010225

Title No. 21-19937

Tax Parcel Number(s): 45202.1401

Abbreviated Legal: Lot 1, Block 1, Rettig Add.

THE GRANTOR(S) **Rebecca S Albert as Personal Representative of the Estate of Tye K Hutchens, also known as Tyra K Hutchens, deceased and Rebecca S Albert as Personal Representative of the Estate of Janice M Hutchens, deceased,** for and in consideration of good and valuable consideration in hand paid, convey(s), and warrant(s) to **Helena One LLC, a Washington Limited Liability Company,** the following described real estate, situated in the County of Spokane, State of Washington:

Lot 1, Block 1, Rettig Addition, as per plat recorded in Volume 5 of Plats, Page 14, records of Spokane County; Situate in the City of Spokane Valley, County of Spokane, State of Washington.

SUBJECT TO:

This conveyance is subject to future taxes and assessments; Covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

DATED: October 27, 2021

STATUTORY WARRANTY DEED

Page Two

Escrow No. 21-1010225

Title No. 21-19937

Tax Parcel Number(s): 45202.1401

Abbreviated Legal: Lot 1, Block 1, Rettig Add.

Estate of Tye K Hutchens

BY: Rebecca S. Albert P.R.
Rebecca S Albert, Personal Representative

Estate of Janice M Hutchens

BY: Rebecca S. Albert P.R.
Rebecca S Albert, Personal Representative

STATE OF Washington

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Rebecca S Albert is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Personal Representative of the Estate of Tye K Hutchens and the Estate of Janice M Hutchens, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Witness my hand and official seal this 18 day of Nov., 2021.

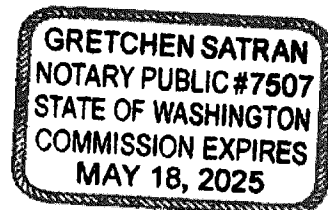
Gretchen Satran

Notary Public:

Notary Public in and for the State of WA

Residing at Spokane

My Commission Expires: 5-18-2025



PLAT #1486

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Westly Rettig and Lillian M. Rettig have laid off and platted into lots and block and street the land shown upon this map to be known as "RETTIG ADDITION" a plat of the East 170' of the South 608' of the SE 1/4 of the NW 1/4 of Section 20, T. 25 N., R. 44 E., W.M., except the South 30' thereof and the South 608' of that portion of the SW 1/4 of the NE 1/4 of Section 20, T. 25 N., R. 44 E., W.M., lying west of Tract 236 of Opportunity except the South 30' thereof, and they do hereby dedicate to the public for the use of the public the streets shown upon this map.

Executed at _____ Washington, this _____ day of _____ 1956.

Westly Rettig
Lillian M. Rettig

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SPOKANE)SS

On this _____ day of _____ 1956 before me personally appeared Westly Rettig and Lillian M. Rettig to me known to be the identical persons who executed the within and foregoing instrument and acknowledged the same to be their free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires _____

Notary Public in and for the State of
Washington residing at _____ Wash.

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 monuments have been set.

Clarence E. Simpson

I hereby certify that the required taxes on the herein platted land have been paid.

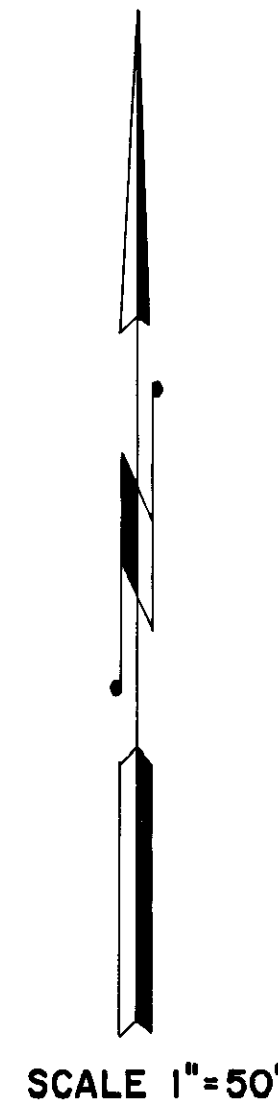
Date Aug. 31st, 1956 By Dea. Duval
Spokane County Treasurer Deputy

Examined and Approved: Date AUG. 31, 1956
Spokane County Engineer

Examined and Approved: Date Aug. 31, 1956
Spokane County Planning Commission By Eau H. H. H.
Chairman

Examined and Approved: Date Aug. 31st, 1956
Spokane County Commissioners By Clarence E. Simpson
Chairman

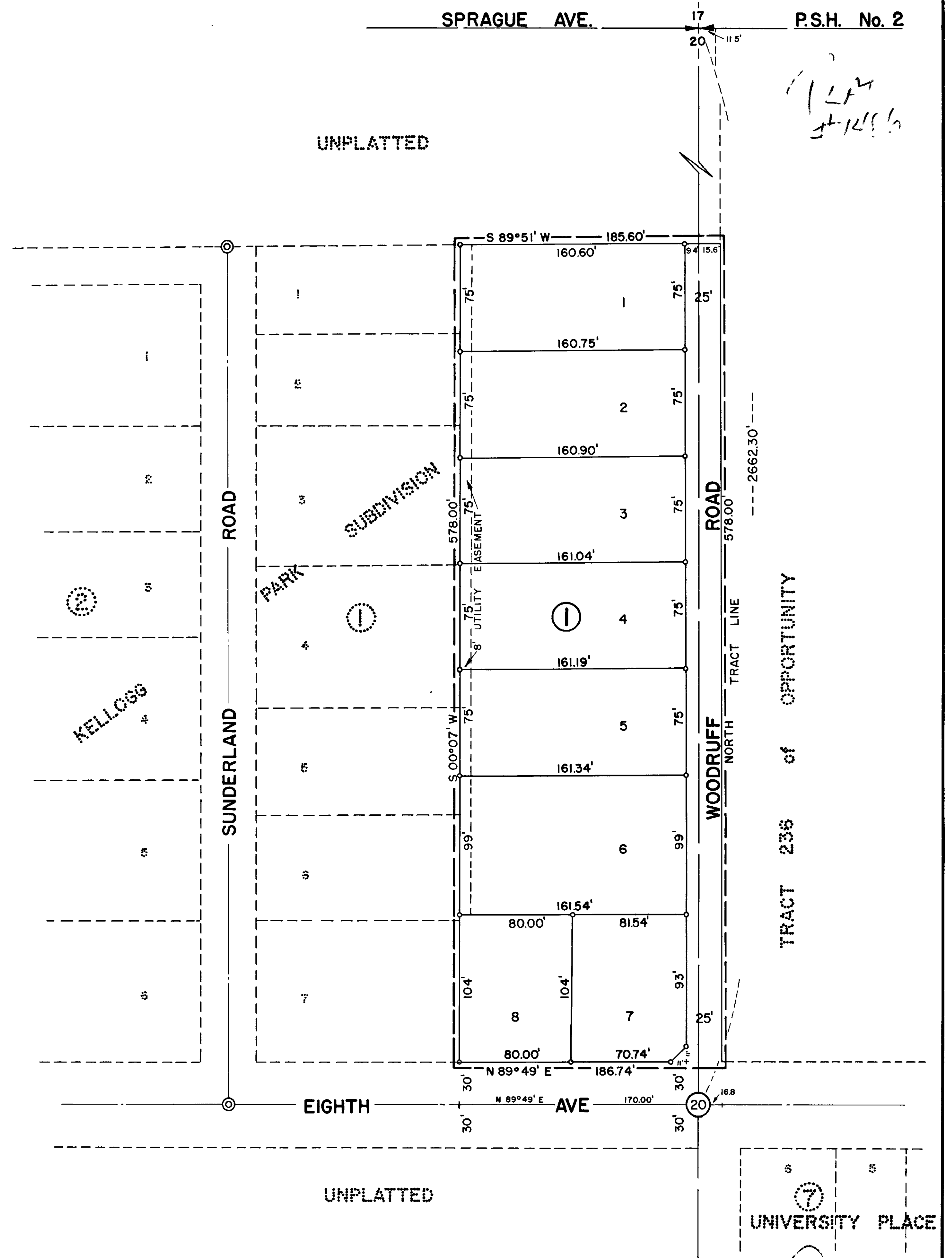
11-1128
Stat. R. G.
FILED FOR RECORD
1956 AUG 31 PM 2 47
FRANK A. SLOVER AUDITOR
SPOKANE COUNTY WASH.
MAKING
15
PLAT # 1486



LEGEND
○ SET 1/2 REINF ROD
● FOUND MONUMENT
--- SUBDIVISION BOUNDARY

LATITUDES AND DEPARTURES

COURSE	DISTANCE	NORTH	SOUTH	EAST	WEST
NORTH	578.00'	578.00			
S 89°51' W	185.60'		.49		185.60
S 00°07' W	578.00'		578.00		1.18
N 89°49' E	186.74'	.60		186.74	
TOTALS	1528.34'	578.60	578.49	186.74	186.78
DIFFERENCE			.11		.04



FINAL PLAT

RETTIG ADDITION

A SUBDIVISION OF A PART OF THE SE 1/4 OF
THE NW 1/4 AND A PART OF THE SW 1/4 OF
THE NE 1/4 IN SECTION 20, T. 25 N., R. 44 E., W.M.

SPOKANE COUNTY, WASHINGTON

SCALE 1" = 50'
AUGUST 1956

CLARENCE E. SIMPSON
PROFESSIONAL ENGINEER

689396A
RWE
Filed Mar 18, 1946 1:26 PM
Req. Grantee
Joe A Stewart, Aud.
E. Armstrong, Dep.
Rec. I. Thomason

RIGHT OF WAY EASEMENT
Helen D Prokosh and John A Prokosh, husband and wife for a valuable consideration convey and warrant to The Washington Water Power Company, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electrical distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in Spokane County, State of Washington to-wit:

COMPARED

Okland Goas

That part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20) Township Twenty-five (25) North Range forty-four (44) EWM described as: Beginning at the Southeast Corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence north 608 feet thence west 175 feet; thence south 608 feet; thence east 175 feet to place of beginning, Spokane County, Washington.

It is understood and agreed that said easement covers the right to place one (1) anchor along the easterly line of the above described property in the location as now staked thereon.

Together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Witness out hands this 5th day of March 1946.

Helen D Prokosh
John A Prokosh

STATE OF WASHINGTON)

COUNTY OF SPOKANE)ss

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared Helen D Prokosh and John A Prokosh, husband and wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of March A D 1946.

Emmett Talkington, Notary Public:
State of Washington :
Commission Expires Sept 6, 1949 :

Emmett Talkington, Notary Public in
and for the State of Wash
Residing at Spokane

OK Ralph Stewart, Eng Dept Const Dept -- Attorneys -- Right of Way James L Irwin Secured by ET

ABD878