



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027520

Liability: \$ 326,900.00

Fee: \$ 1,060.00

Order No.: 25-40796-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: 25-40796-VTE

Date of Guarantee: August 14, 2025

Amount of Liability: \$326,900.00

Total: \$1156.46

Guarantee No.: 000027520

Premium: \$1,060.00

Sales Tax: \$96.46

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:
William J. Maghan, III, a married man as his sole & separate property, and Douglas R. Maghan, a single man who acquired title by Deed recorded November 25, 2008 under Auditor's file number 5739011
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: 25-40796-VTE

Guarantee No.: 000027520

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
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. 7425250 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 Subdivision of Lots 1,4,5,6, in Section 3-26-45 in the [official records](#) as recorded in Volume "F" of Plats, Page(s) 1, and any amendments thereto.

WA Litigation Guarantee

15. Easement and the terms and conditions thereof:
Grantee: Inland Empire Rural Electrification Inc
Purpose: Right of Way
Recorded: September 29, 2021
Recording No.: 7132055 in the [official records](#)
16. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Newman Lake as said line exists today or may have existed in the past.
17. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may have formerly been covered by water.
18. The right of use, control, or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.
19. Any questions that may arise due to shifting or change of the line or ordinary high tide or ordinary high water of the Newman Lake or due to the Newman Lake having shifted or changed its line of ordinary high tide or ordinary high water.
20. Any question that may arise as to the location of the lateral boundaries of the tidelands or shorelands described herein.

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40796-VTE

Guarantee No.: 000027520

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: 25-40796-VTE

Guarantee No.: 000027520

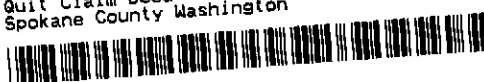
PROPERTY DESCRIPTION:

LOT 5 IN BLOCK 6, OF SUBDIVISION OF LOTS 1, 4, 5, 6, IN SECTION 3, TOWNSHIP 26, RANGE FORTY-FIVE 45 EWM,
IN SPOKANE COUNTY, STATE OF WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK "F" OF PLATS, ON
PAGE 1,

TOGETHER WITH SHORELAND OF THE SECOND CLASS ADJOINING SAID LOT 5

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

11/25/2008 02:49:12 PM
 Recording Fee \$43.00 Page 1 of 2
 Quit Claim Deed BENNETT & BENNETT
 Spokane County Washington



When Recorded Return To:

BENNETT & BENNETT
 400 DAYTON, SUITE A
 EDMONDS, WA 98020

DOCUMENT TITLE: Quit Claim Deed

GRANTORS: Maghan, Meri E.

GRANTEES: Maghan, III, William J., a married man, but as his sole & separate estate
 Maghan, Douglas R., a single man

LEGAL

DESCRIPTION: Lot Five (5) in Block (6), including shorelands west of and adjacent thereto, of Subdivision of Lots One (1), Four (4), Five (5), Six (6), in Section Three (3), Township Twenty-Six (26), Range Forty-Five (45) EWM, in Spokane County, State of Washington, as per map thereof recorded in Book "F" of Plats, on page 1, in the office of the Auditor of Spokane County, Washington.

ASSESSOR'S TAX

PARCEL NOS.: 560310705

REFERENCE NOS. OF
 DOCUMENTS
 RELEASED

OR ASSIGNED: n/a

QUIT CLAIM DEED

THE GRANTOR, MERI E. MAGHAN, for and in consideration of love and affection, conveys and quit claims to WILLIAM J. MAGHAN, III, a married man, but as to his sole and

adc/real-est/Deeds/qcd/maghan-1/11/13/2008

ORIGINAL

Page 1

Subdivision Lots 14.5 and 6. Sec. 3. T.26N. R.45E.

Scale 200 ft to one inch

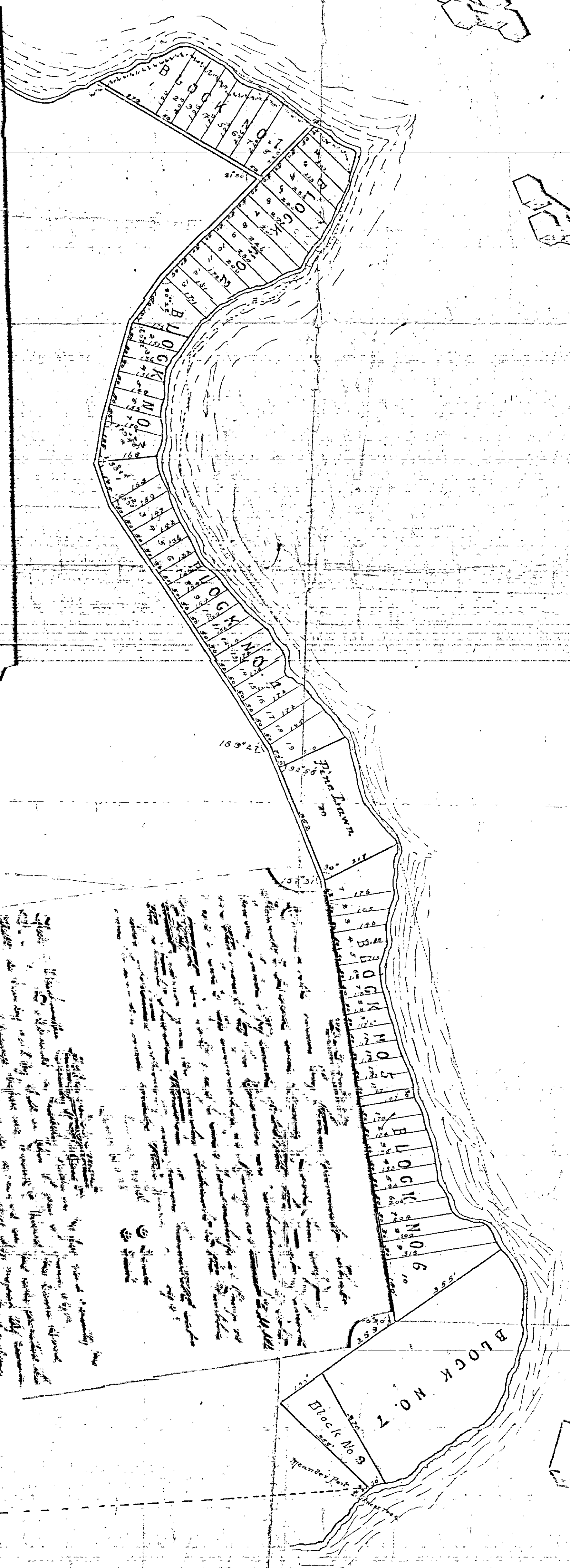
I hereby certify that I have made a survey
 of the subdivision lots, 1, 4.5, 6. Sec. 3, T.26N. R.45E.
 and same is correct as shown on this map

W. C. B.

I hereby certify the above plat shows and describes with very nearly exact
 divided city lots.

ALPHEON WILLY

City Clerk



[Handwritten notes in cursive script, likely a surveyor's or clerk's record, describing the survey process and the accuracy of the map.]

Dedication

At all men by their presents: That
Frank E. Hood in
have laid off and plotted the tract of land
on this map to be known as "Subdivision of S. 1-
1-4, 5, 6 Sec 3 Twp 26 Range 40 E. N. 11,
situated in Lots 1-4, 5, 6 Sec 3 Township 26 Range 40
E. N. 11. And give as freely dedicate to the Public
the tracts shown thereon.

In witness whereof we have hereunto set
our hands and seals this June 1. 1906

Frank E. Hood ⊗ Seal
Laura H. Hood ⊗ Seal

Acknowledgment

State of Washington, County of Stevens
J. J. W. Galbraith, a Notary Public in & for said county & State, do hereby certify that on the 1st day of June, 1906,
personally appeared before me Frank E. Hood, & Laura Hood,
to me known to be the individuals described in & who executed the
within instrument, & acknowledged that they signed the same
as free & voluntary act & deed for the uses & purposes
therein mentioned.

Witness my hand & official seal this 1st day of June 1906.
J. J. W. Galbraith
Notary Public
Stevens County

7132055 09/29/2021 11:55:54 AM

Rec Fee: \$204.50 Page 1 of 2

Right Of Way Easement SIMPLIFILE LC E-
RECORDING

Spokane County Washington eRecorded

Return Address:

Inland Power & Light Co.

PO Box A

Spokane WA 99219-5000

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. RIGHT OF WAY EASEMENT	
Reference Number(s) of Documents assigned or released: N/A Additional reference #'s on page _____ of document	
Grantor(s) (Last name, first name, initials) 1. BROWN, JAMES E. 2. BROWN, ANNA H. Additional names on page _____ of document.	
Grantee(s) (Last name first, then first name and initials) 1. INLAND EMPIRE RURAL ELECTRIFICATION, INC. 2. Additional names on page _____ of document.	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) PTN OF NE1/4 OF SEC 3 TWP 26 N RGE 45 EWM: LOT 5 BLK 6 OF SUBDIVISION OF LOTS 1, 4, 5 AND 6 AS PER PLAT THEREOF REC IN BK F OF PLATS PG 1 AFN 3100294. Additional legal is on page ____ of document.	
Assessor's Property Tax Parcel/Account Number 56031.0705	<input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

Sign below ONLY if your document is Non-Standard

I am requesting an emergency nonstandard recording for an additional fee of \$50 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

R.E. Excise Tax Exempt
Spokane County Treas By JRF
09/29/2021

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned James E. Brown and
Mrs Anna H. Brown his wife for a good and valuable consideration, the re-
 ceipt whereof is hereby acknowledged, does hereby convey and warrant unto INLAND
 EMPIRE RURAL ELECTRIFICATION, INC., a corporation, whose postoffice address is
 511 Ziegler Building, Spokane, Washington, and to its successors or assigns, the
 right to enter upon the lands of the undersigned, situated in the County of
Spokane, state of Washington, and more particularly described as follows:

Lot 5 Block 6 of subdivision of lots 1, 4, 5, and 6 Section 3
Twp. 26 N. Range 45 E.W.M.

and to place, construct, operate, repair, maintain, relocate and replace thereon
 and in or upon all streets, roads or highways abutting said lands an electric
 transmission or distribution line or system, and to cut and trim trees and shrub-
 bery to the extent necessary to keep them clear of said electric line or system
 and to cut down from time to time all dead, weak, leaning or dangerous trees that
 are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only
 a single pole and appurtenances will be used, and that the location of the poles
 will be such as to form the least possible interference to farm operations, so
 long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described
 lands and that the said lands are free and clear of encumbrances and liens of
 whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this
 instrument in the singular shall be construed to read in the plural and that words
 used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 4 day of Apr 1939

STATE OF WASHINGTON

County of Spokane

} ss.

Mrs Anna H. Brown (L.S.)

James E. Brown (L.S.)

On this day, before me, the undersigned, a Notary Public in and for said
 County and State, personally appeared Mrs Anna H. Brown and
James E. Brown wife & husband
 to me known to be the individual s 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 4 day of April A.D. 1939

E. L. Losh.

Notary Public in and for the State of
 Washington, residing at Deer Park

1621

Typed (14-1)

-108-

separate property, and to DOUGLAS R. MAGHAN, a single man, any and all interest in and to 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 Five (5) in Block (6), including shorelands west of and adjacent thereto, of Subdivision of Lots One (1), Four (4), Five (5), Six (6), in Section Three (3), Township Twenty-Six (26), Range Forty-Five (45) EWM, in Spokane County, State of Washington, as per map thereof recorded in Book "F" of Plats, on page 1, in the office of the Auditor of Spokane County, Washington.

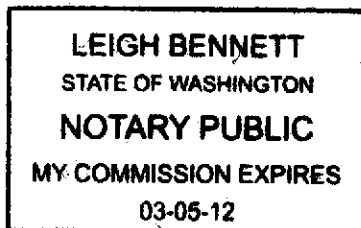
DATED this 13th day of November, 2008.

Meri E. Maghan
MERI E. MAGHAN

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that MERI E. MAGHAN signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of November, 2008.



Leigh Bennett
Notary Public in and for the State of Washington
Residing at Edmonds
My commission expires: 3/5/12