



First American

First American Title Insurance Company

**40 E Spokane Falls Blvd
Spokane, WA 99202**

January 14, 2022

Jon Hester
T.O. Engineers
1717 S. Rustle Street, Suite 201
Spokane, WA 99224

Phone: (509)319-2580

Fax:

| | |
|----------------|--------------------|
| Title Officer: | Scott Fonte |
| Phone: | (509)835-8943 |
| Fax No.: | (866)510-4167 |
| E-Mail: | sfonte@firstam.com |
| Order Number: | 3876203 |

Escrow Number: 3876203

Buyer:

Owner:

Property: 2920 S. Spotted Road
Spokane , Washington

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-3876203

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3876203

Order No.: 3876203

Liability: \$2,000.00

Fee: \$750.00

Tax: \$67.50

Name of Assured: T.O. Engineers

Date of Guarantee: December 30, 2021

The assurances referred to on the face page hereof are:

1. Title is vested in:

City of Spokane, a Municipal Corporation of the State of Washington, and Spokane County, a political subdivision of the State of Washington, each as to an undivided 1/2 interest

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

- A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
- B. Water rights, claims or title to water.
- C. Tax Deeds to the State of Washington.
- D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
3876203

RECORD MATTERS

1. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the Spokane County Tax Rolls, as exempt. Tax account no. 25286.9001.
Affects: Parcels A and B

The following Affects ptn lying in Section 28

2. Easement, including terms and provisions contained therein:
Recording Information: [268639](#); February 03, 1910
For: Electric transmission and communication lines
3. Easement, including terms and provisions contained therein:
Recording Information: [270593](#); February 19, 1910
For: Electric transmission and communication lines
4. Easement, including terms and provisions contained therein:
Recording Information: [Book 255, page 567](#); August 11, 1910
For: Electric transmission and communication lines
5. Easement, including terms and provisions contained therein:
Recording Information: [273233](#); March 16, 1910
For: Electric transmission lines
6. Easement, including terms and provisions contained therein:
Recording Information: [275256](#); April 01, 1910
For: Electric transmission and communication lines
7. Easement, including terms and provisions contained therein:
Recording Information: [275257](#); April 01, 1910
For: Electric transmission and communication lines
8. Easement, including terms and provisions contained therein:
Recording Information: [547832](#); March 10, 1919
For: Guy anchors
9. Easement, including terms and provisions contained therein:
Recording Information: [A715](#); August 07, 1929
For: Communication line maintenance

10. Easement, including terms and provisions contained therein:
Recording Information: [994711](#); June 25, 1929
For: Electric transmission and communication lines
11. Easement, including terms and provisions contained therein:
Recording Information: [A65383](#); December 30, 1930
For: Road
12. Easement, including terms and provisions contained therein:
Recording Information: [483550A](#); March 13, 1941
For: Maintenance of buried cable lines
13. Easement, including terms and provisions contained therein:
Recording Information: [526888A](#); December 16, 1941
For: Sewer pipe line
14. Easement, including terms and provisions contained therein:
Recording Information: [528957A](#); January 03, 1942
For: Sewer pipe line
15. Easement, including terms and provisions contained therein:
Recording Information: [535021A](#); February 27, 1942
For: Sewer pipe line
16. Easement, including terms and provisions contained therein:
Recording Information: [541706A](#); April 20, 1942
For: Sewer pipe line
17. Easement, including terms and provisions contained therein:
Recording Information: [538375A](#); March 24, 1942
For: Sewer pipe line
18. Easement, including terms and provisions contained therein:
Recording Information: [571938A](#); January 14, 1943
For: Sewer pipe line
19. Reservations and exceptions, including the terms and conditions thereof:

Reserved By: USA
Recorded: June 14, 1949
Recording Information: [885248A](#)
20. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
Recorded: March 13, 1963
Recording No.: [922706B](#)
In favor of: The State of Washington
21. Exceptions and Reservations as contained in Instrument:
From: City of Spokane
Recorded: Undisclosed
Recording No.: [87531B](#)

22. Easement, including terms and provisions contained therein:
Recording Information: [208645B](#); November 25, 1953
In Favor of: The Washington Water Power Company, a Washington corporation
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
23. Easement, including terms and provisions contained therein:
Recording Information: [237159B](#); April 30, 1954
In Favor of: The Washington Water Power Company, a Washington corporation
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
24. Easement and Conditions contained therein as created or disclosed in instrument:
Recorded: February 07, 1962
Recording No.: [838355B](#)
For: Communication lines
25. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
Recorded: September 06, 1963
Recording No.: [962045B](#)
In favor of: The State of Washington
26. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
Recorded: August 14, 1963
Recording No.: [957284B](#)
In favor of: The State of Washington
27. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
Recorded: November 26, 1963
Recording No.: [979860B](#)
In favor of: The State of Washington
28. Easement, including terms and provisions contained therein:
Recording Information: [569014C](#); August 13, 1971
In Favor of: The Washington Water Power Company, a Washington corporation
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
29. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
Recorded: September 22, 1971
Recording No.: [576558C](#)
In favor of: The State of Washington
30. Easement, including terms and provisions contained therein:
Recording Information: [638853C](#); July 21, 1972
For: Electric distribution line

31. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
 Recorded: December 19, 1972
 Recording No.: [671418C](#)
 In favor of: The State of Washington
32. Exceptions and Reservations as contained in Instrument:
 From: Spokane County and City of Spokane
 Recorded: December 19, 1972
 Recording No.: [671418C](#)
 As Follows: Right of flight for passage of aircraft
33. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
 Recorded: December 19, 1972
 Recording No.: [671418C](#)
 In favor of: The State of Washington
34. Easement, including terms and provisions contained therein:
 Recording Information: [7601120209](#)
 In Favor of: The Washington Water Power Company, a Washington corporation
 For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
35. Relinquishment of all existing and future rights to light, view and air, together with the rights of access to and from the State Highway constructed on lands conveyed by instrument:
 Recorded: November 13, 1973
 Recording No.: [7311130100](#)
 In favor of: The State of Washington
36. Easement, including terms and provisions contained therein:
 Recording Information: [7711140208](#)
 For: Electric underground transmission and distribution facilities
37. Easement, including terms and provisions contained therein:
 Recording Information: [7711140209](#)
 For: Electric transmission and distribution lines
38. Easement, including terms and provisions contained therein:
 Recording Information: [9005290285](#)
 For: Electric transmission line
39. Easement, including terms and provisions contained therein:
 Recording Information: [9009130232](#)
 For: Utilities
40. Easement, including terms and provisions contained therein:
 Recording Information: [9103260282](#)
 For: Electric transmission line

41. Easement, including terms and provisions contained therein:
Recording Information: [4448519](#); January 18, 2000
For: Electric transmission and distribution facilities
42. Easement, including terms and provisions contained therein:
Recording Information: [4729115](#); May 21, 2002
For: Telecommunications facilities
43. Easement, including terms and provisions contained therein:
Recording Information: [5130394](#); October 01, 2004
For: Utilities
44. Exceptions and Reservations as contained in Instrument:
From: City of Spokane
Recorded: November 13, 1973
Recording No.: [7311130100](#)
As Follows: Maintenance of facilities
45. Notice of special connection charge;
Recorded: January 23, 1991
Recording No.: [9101230221](#)
46. Easement, including terms and provisions contained therein:
Recording Information: [5858018](#); December 08, 2009
In Favor of: State of Washington, Department of Transportation and its assigns
For: Easement (Access Rights Only)
47. Temporary Construction and Access License Agreement and the terms and conditions thereof:
Between: City of Spokane and County of Spokane, municipal corporations of the State of Washington
And: Northwest Farm Credit Services, FLCA, a federal land credit association
Recording Information: [6492372](#); May 02, 2016
Affects: This and other property
48. High Risk Drainage Area
Grantor: Terry Horne
Grantee: The Public
Recorded: February 15, 2019
Recording No.: [6782333](#)

Affects: This and other property
49. Easement, including terms and provisions contained therein:
Recording Information: [7121795](#); September 02, 2021
In Favor of: Inland Empire Rural Electrification, Inc.
For: Electric transmission or distribution line or system

50. Easement, including terms and provisions contained therein:
 Recording Information: [7121800](#); September 02, 2021
 In Favor of: Inland Empire Rural Electrification, Inc.
 For: Electric transmission or distribution line or system
51. Easement, including terms and provisions contained therein:
 Recording Information: [7121801](#); September 02, 2021
 In Favor of: Inland Empire Rural Electrification, Inc.
 For: Electric transmission or distribution line or system

The following Affects ptn lying in Section 29

52. Lease and the terms and conditions thereof as disclosed by Memorandum of Lease.
 Lessor: Spokane Airport Board
 Lessee: Phillips Construction Co., Inc.
 Term: 50 years commencing upon the date on which motel operations are commenced
 Dated: June 01, 1970
 Recorded: June 30, 1970
 Recording Information: [495869C](#)

53. A lease and the terms and conditions thereof.
 Lessor: Spokane County and The City of Spokane, Municipal Corporations of the State of Washington acting jointly through the Spokane Airport Board
 Lessee: Phillips Construction Company, Inc., an Idaho Corporation
 Term: 50 years
 From: Date on which motel operations are commenced
 Dated: April 09, 1969
 Recorded: August 09, 1971
 Recording Information: [567798C](#)
 Affects: Portions of Sections 29, 30 and includes other property

Amendment thereto and the terms and conditions thereof:

Between: Spokane Airport Board
 And: Phillips Enterprises, Inc.
 Dated: May 25, 1970
 Recorded: August 09, 1971
 Recording Information: [567799C](#)

Unrecorded Amendment dated April 20, 1970 and December 15, 1971, as disclosed by instrument recorded December 03, 1997 under Recording No. [4166381](#).

Amendment thereto and the terms and conditions thereof:

Between: Spokane Airport Board
 And: Spokane Equities
 Dated: April 16, 1973
 Recorded: July 12, 1973
 Recording Information: [7307120029](#)

Said instrument is a re-record of recording no(s). [7306220253](#)

An assignment of the Lessee's interest in said lease was
 Executed By: Phillips Construction Company, Inc.

To: Phillips Enterprises, Inc.
Dated: April 20, 1970
Recorded: February 09, 1971
Recording Information: [532751C](#)

An assignment of the Lessee's interest in said lease was
Executed By: Phillips Enterprises, Inc., now known as Rama International
Investment Corporation
To: Spokane Equities, an Arizona Limited Partnership
Dated: November 07, 1971
Recorded: November 10, 1972
Recording Information: [663552C](#)

Fifth Amendment to Lease and the terms and conditions thereof:
Between: Spokane Airport Board
And: Spokane Equities, an Arizona Limited Partnership
Dated: April 11, 1984
Recorded: December 03, 1997
Recording Information: [4166381](#)

Sixth Amendment to the Lease and Concession Agreement:
Dated: April 17, 1991
Disclosed by: Assignment and Assumption of Lease and Concession
Agreement and Landlords Consent
Recorded: November 25, 1998
Recording Information: [4297940](#)

An assignment of the Lessee's interest in said lease was
Executed By: Spokane Equities, an Arizona Limited Partnership
To: Spokane Airport Property LLC, an Arizona Limited Liability
Company
Dated: April 15, 1998
Recorded: November 25, 1998
Recording Information: [4297940](#)

54. An unrecorded lease and the terms and conditions thereof, disclosed by instrument recorded under recording no. [8302250238](#).

Lessor: Spokane Airport Board
Lessee: Dollar Rent A Car Systems, Inc.
Dated: June 24, 1981
Term: Not disclosed

Affects: Portion of Sections 29 & 30 and includes other property

The assignment of Lessee's interest under the lease.

Assigned By: Alcan Northwest of Washington
Recorded: February 25, 1983
Recording No.: [8302250238](#)

The assignment of Lessee's interest under the lease.

Assigned By: Utter Motor Company, a Washington Corporation

55. An unrecorded lease and the terms and conditions thereof, disclosed by instrument recorded under recording no. [8901230200](#).

Lessor: Spokane Airport Board
Lessee: Spokane County, a Municipal Corporation
Dated: December 14, 1977
Term: Not disclosed

56. Lease and the terms and conditions thereof as disclosed by Memorandum of Lease.

Lessor: Spokane Airport Board
Lessee: Airex Investments, a Washington General Partnership
Term: Above lease expires on December 31, 2024
Dated: September 08, 1989
Recorded: December 11, 1989
Recording Information: [8912110089](#)
Affects: Portion of Section 29 and includes other property

57. Lease and the terms and conditions thereof as disclosed by Memorandum of Lease.

Lessor: Airex Investments, a Washington General Partnership
Lessee: Airborne Freight Corporation, a Delaware Corporation
Term: Not disclosed
Dated: October 10, 1989
Recorded: December 11, 1989
Recording Information: [8912110090](#)
Affects: Portion of Section 29 and includes other property

58. Lease and the terms and conditions thereof as disclosed by Memorandum of Lease.

Lessor: Airex Investments, a Washington General Partnership
Lessee: Federal Express Corporation
Term: Above lease expires on December 31, 2025
Dated: August 17, 1990
Recorded: November 16, 1990
Recording Information: [9011160025](#)
Affects: Portion of Section 29 and includes other property

59. Lease and the terms and conditions thereof as disclosed by Memorandum of Lease.

Lessor: Spokane Airport Board
Lessee: Airex Investments, a Washington General Partnership
Term: The above lease expires on December 31, 2025
Dated: September 19, 1990
Recorded: November 16, 1990
Recording Information: [9011160026](#)
Affects: Portion of Section 29 and includes other property

60. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Flight Deck Spokane, LP, a Limited Liability Partnership
Grantee/Beneficiary: Inland Northwest Bank
Trustee: UPF, Incorporated
Amount: \$4,541,000.00
Dated: August 03, 2007
Recorded: August 09, 2007
Recording Information: [5573009](#)

Affects said premises and other property

Modification and/or amendment by instrument:
Recorded: March 31, 2008
Recording Information: [5658289](#)

Modification and/or amendment by instrument:
Recorded: July 29, 2009
Recording Information: [5819565](#)

Modification and/or amendment by instrument:
Recorded: August 30, 2010
Recording Information: [5929635](#)

Modification and/or amendment by instrument:
Recorded: May 09, 2017
Recording Information: [6601679](#)

61. Lease and the terms and conditions thereof as disclosed by Memorandum of Lease.
Lessor: Spokane Airport Board, an agency of the City and County of Spokane, municipal corporations of the State of Washington
Lessee: Flight Deck Spokane, LP dba Spokane Wingate Inn & Suites, a Texas limited partnership
Term: Pursuant to the terms of the Lease, the term of the Lease commenced July 01, 2007, and expires on June 30, 2037, with options to extend the term as set forth in the Lease
Dated: June 17, 2009
Recorded: June 26, 2009
Recording Information: [5807382](#)

62. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Flight Deck Spokane, LP, a Texas limited partnership
Grantee/Beneficiary: Northwest Business Development Association, a Washington corporation
Trustee: Spokane County Title Company
Amount: \$2,000,000.00
Dated: June 16, 2009
Recorded: June 26, 2009
Recording Information: [5807383](#)

According to the public records, the beneficial interest under the deed of trust was assigned to U.S. Small Business Administration by assignment recorded June 26, 2009 as [5807384](#) of official records.

63. The terms and provisions contained in the document entitled "Third Party Lender Agreement"
Recorded: June 26, 2009
Recording No.: [5807385](#)

64. Deed of Trust and the terms and conditions thereof.
 Grantor/Trustor: Spokane Airport Property, LLC, an Arizona Limited Liability Company
 Grantee/Beneficiary: Alaska Usa Federal Credit Union
 Trustee: Inland Professional Title, LLC
 Amount: \$2,000,000.00
 Dated: September 18, 2017
 Recorded: September 29, 2017
 Recording Information: [6644385](#)
65. Assignment of leases and/or rents and the terms and conditions thereof:
 Assignor: Spokane Airport Property, LLC, an Arizona Limited Liability Company
 Assignee: Alaska USA Federal Credit Union
 Recorded: September 29, 2017
 Recording Information: [6644386](#)
66. Condemnation by the State of Washington of right of access to state highway and of light, view and air by Decree entered April 20, 1943, in the District Court of the United States for the Eastern District of Washington Northern Division.
67. Restrictions, Reservations, Easements and Conditions contained in Deed executed by the United States of America, acting by and through the War Assets Administrator, dated July 21, 1948, recorded June 14, 1949, under recording no. [885248A](#), in Volume 583 of Deeds, Page 165.
68. Easement, including terms and provisions contained therein:
 Recording Information: [838355B](#); February 07, 1962
 In Favor of: Pacific Northwest Bell Telephone Company, a Corporation
 For: The right, privilege and authority to construct, reconstruct, operate, inspect, maintain or remove line of telephones and telegraph, or other signal or communication circuits, consisting of underground conduits, cables, markers, fixtures, and appurtenances as the Grantee may from time to time require
69. Easement, including terms and provisions contained therein:
 Recording Information: [116124C](#); June 14, 1965
 In Favor of: The United States of America, acting by and through its Department of Commerce-Weather Bureau
 For: A balloon inflation shelter and weather bureau radio-theodolite with dome and right-of-way for cable connections thereto, and access by road to the facility
70. Easement, including terms and provisions contained therein:
 Recording Information: [313398C](#); August 18, 1967
 In Favor of: The Washington Water Power Company, a Washington Corporation
 For: Electric transmission and/or distribution system
71. Easement, including terms and provisions contained therein:
 Recording Information: [503602C](#); August 11, 1970
 In Favor of: The Washington Water Power Company, a Corporation, its successors and assigns
 For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances

72. Easement, including terms and provisions contained therein:
Recording Information: [543129C](#); April 13, 1971
In Favor of: The Washington Water Power Company, a Corporation, its successors and assigns
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
73. Easement, including terms and provisions contained therein:
Recording Information: [7310230166](#)
In Favor of: The Washington Water Power Company, a Corporation, its successors and assigns
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
74. Easement, including terms and provisions contained therein:
Recording Information: [8408300216](#); Vol. 711, Pg. 1585
In Favor of: The Washington Water Power Company, a Corporation, its successors and assigns
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances
75. Terms and Conditions of Seventh Amendment.
Dated: January 01, 1989
Recorded: January 23, 1989
Recording No.: [8901230200](#)
76. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: May 02, 1989
Recording Information: [8905020076](#); Vol. 1033, Pg. 731
From: City of Spokane, a municipal corporation of the State of Washington
To: Spokane County, a political subdivision of the State of Washington
77. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. [4231723](#), recorded in volume 81 of surveys, at page(s) 73, in Spokane County, Washington.
78. Easement, including terms and provisions contained therein:
Recording Information: [4448519](#)
In Favor of: Avista Corporation, a Washington Corporation
For: To construction, reconstruct, operate, maintain, repair, relocate and replace overhead and underground electric transmission and distribution facilities and communication lines, and underground natural gas pipelines
79. Resolution Vacation of Airport Drive and Spotted Road County Engineer's Road File Nos. 1837 and 2396.
Recorded: October 01, 2004
Recording No.: [5130394](#)
Affects: Portion of Sections 29 & 30 and includes other property

80. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. [5556167](#), recorded in volume 128 of surveys, at page(s) 4, in Spokane County, Washington.
81. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. [5891725](#), recorded in volume 140 of surveys, at page(s) 83, in Spokane County, Washington.
82. Temporary Construction and Access License Agreement and the terms and conditions thereof:
 Between: City of Spokane and County of Spokane, municipal corporations of the State of Washington
 And: Northwest Farm Credit Services, FLCA, a federal land credit association
 Recording Information: [6492372](#); May 02, 2016
83. High Risk Drainage Area
 Grantor: Terry Horne
 Grantee: The Public
 Recorded: February 15, 2019
 Recording No.: [6782333](#)
 Affects: This and other property
84. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):
 Recorded: June 10, 2021
 Recording Information: [7086366](#)
85. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):
 Recorded: September 07, 2021
 Recording Information: [7122934](#)
86. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
 Affects: Parcels A and B

Informational Notes, if any



First American

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3876203

The land in the County of Spokane, State of Washington, described as follows:

ALL THAT PORTION OF SECTIONS 28 AND 29, TOWNSHIP 25 NORTH 42 EWM DESCRIBED AS FOLLOWS:

ALL OF SECTION 28 LYING NORTHWESTERLY OF GEIGER BOULEVARD, EXCEPT STATE HIGHWAY.

TOGETHER WITH, THE SOUTH HALF OF SAID SECTION 29, EXCEPT THE NORTH 190 FEET OF THE EAST 740 FEET THEREOF.

ALSO TOGETHER WITH, THE SOUTH 300 FEET OF THE EAST 400 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;

ALSO TOGETHER WITH, A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 29, MONUMENTED WITH A RAILROAD SPIKE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS SOUTH 1°58'50" EAST 2670.01

FEET, MONUMENTED WITH A 5/8" REBAR AND YELLOWPLASTIC CAP MARKED LS 13775;

THENCE; SOUTH 88° 11'05" WEST 2632.52 FEET ALONG THE EAST-WEST CENTER SECTION LINE, TO THE CENTER SECTION CORNER MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444;

THENCE; NORTH 2°17'36" WEST 299.97 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED MEM PLS 35157;

THENCE; CONTINUING ALONG SAID CENTER SECTION LINE NORTH 2°17'32" WEST 9.93 FEET TO A POINT OF NON TANGENT CURVATURE TO THE RIGHT WITH SAID CURVE HAVING A RADIUS OF 2504.64 FEET, AND

A CHORD OF NORTH 72°05'41" EAST 1388.92 FEET, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444;

THENCE; EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°11'40" AN ARC DISTANCE OF 1407.36 FEET TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444;

THENCE; NORTH 88°11'32" EAST 1245.11 FEET TO THE WESTERLY RIGHT OF WAY OF SPOTTED ROAD, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444;

THENCE; SOUTH 2°15'34" EAST 40.77 FEET ALONG SAID WESTERLY RIGHT OF WAY TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444, SAID POINT BEING THE TERMINUS OF SPOTTED ROAD RIGHT OF WAY;

THENCE, NORTH 87°43'58" EAST 50.00 FEET TO THE EAST LINE OF SECTION 29, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444;

THENCE; SOUTH 2°16'02" EAST 654.31 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SPOKANE, SPOKANE COUNTY WASHINGTON.



First American

First American Title Insurance Company
40 E Spokane Falls Blvd
Spokane, WA 99202

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.