CHICAGO TITLE INSURANCE COMPANY

Guarantee No.: 7493-1-YC26-222799-FID-2026.7208647-236350058

LITIGATION/TRUSTEE'S SALE/ CONTRACT FORFEITURE GUARANTEE

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A 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 of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

In Witness whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: MARSHALL Cook
Authorized Officer or Agent

Fidelity Title Company
117 N 4th St
Yakima, WA 98901
Tel:509-248-6210
Fax:509-248-2048

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

By: Michael J. Nolan
President

Attest: Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.

3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:

   (a) created, suffered, assumed or agreed to by one or more of the Assured;

   (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;

   (c) resulting in no loss or damage to the Assured;

   (d) attaching or created subsequent to Date of Guarantee.

4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.

5. 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.

6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.

7. 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.

8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. **DEFINITION OF TERMS**

The following terms when used in this Guarantee mean:

   (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.

   (b) "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. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

   (c) "date," "Date of Guarantee": 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, real estate contract or other security instrument.

2. **PROSECUTION OF ACTIONS**

   (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or 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 thereunder and shall not thereby concede liability or waive any provision hereof.

(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.

3. **NOTICE OF LOSS – LIMITATION OF ACTION**

A statement in writing or 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 the 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.

4. **OPTION 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 a 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 and the mortgage securing the same to the Company upon payment of the purchase price.

5. **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 the liability stated within this Guarantee.

(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 5(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 be lost or destroyed, in which case proof of such 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.

6. **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 or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

7. **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 of 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.

8. **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 the office which issued this Guarantee or to: CHICAGO TITLE INSURANCE COMPANY, National Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.

ISSUED FROM THE OFFICE OF FIDELITY TITLE COMPANY
AS AGENT FOR CHICAGO TITLE INSURANCE COMPANY

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

SCHEDULE A

Office File No.: YC26-222799-FID

Policy No.: 7208647-236350058

Date of Policy: May 20, 2026 at 12:00 AM

Amount of Insurance: $1,428.68

Premium: $450.00

Tax: $38.25

1. Name of Assured:

   Yakima County Treasurer

2. The estate or interest in the land which is covered by this policy is:

   Fee Simple

3. Title to the estate or interest in the land is vested in:

   Mark Luther, as his separate estate

4. The land referred to in this policy is described as follows:

   SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT A AND BY REFERENCE MADE A PART HEREOF

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

Office File No.: YC26-222799-FID **Policy No.:** 7208647-236350058

EXHIBIT A

DESCRIPTION

Lot 46, of SATUS RANCH BLOCK 9, recorded in Volume "W" of Plats, Page 27, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

Office File No.: YC26-222799-FID **Policy No.:** 7208647-236350058

SCHEDULE B

SPECIAL EXCEPTIONS:

1. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.

   Agreements, covenants, conditions, restrictions and/or declarations affecting title, of violations thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey.

   Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.

   Any reservation or conveyance of minerals, gas oil, sand, gravel or timber, or rights related thereto, including leases of said interest, which appear in the public records.

   NOTES

   a. Parcel number(s) assigned by the Yakima County Assessor's Office based upon their own composed narrative description, and used by the Yakima County Treasurer's Office in the collection of real property taxes and assessments:
   Parcel ID(s): 180825-31401,

   b. According to the Yakima County Assessor's Office, the address for the property described in Exhibit A of our Commitment is NKA Satus Creek Way, Toppenish, WA 98948.

   c. Location Information: Approximately 2000 feet North and 925 feet East of the intersection of US Hwy 97 and East Ridge Drive

   d. Address of Owners or Heirs: 3302 Missimer Rd, Prosser, WA, 99350

   e. The legal description in this report is based upon Deed recorded under Auditor's File Number 8092156

   f. Last Excise Affidavit Number: 458884

   g. Address of Lienholders: None

   h. The vesting is a result of Deed recorded under Auditor's File Number 8092156.

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

INFORMATION FOR THE ASSURED

Office File No.: YC26-222799-FID **Policy No.:** 7208647-236350058

1. This guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or the forfeiture of a real estate contract pursuant to RCW 61.30 or a foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B, affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this guarantee is issued. This Guarantee is not a commitment nor an obligation by the company to issue any policy or policies of title insurance insuring said land, and is not to be used as a basis for closing any transaction affecting title to said land.

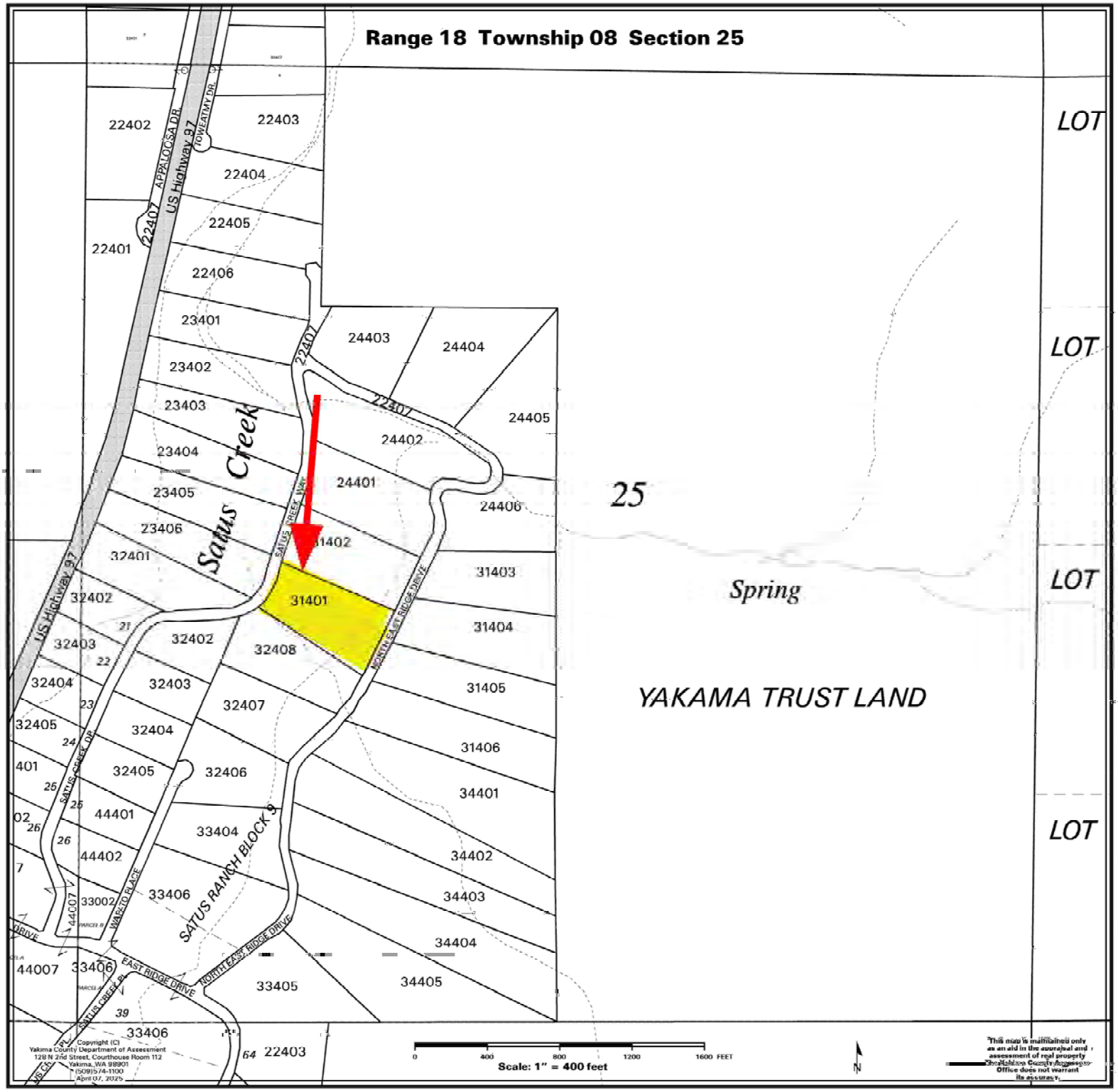
2. Upon request WITHIN 60 DAYS from the effective date of this Guarantee, the company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of this Guarantee but prior to the issuance of the endorsement.

3. Upon request on the 30th day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE 30TH DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.

4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of this Guarantee at the request of the Assured. The fee for such endorsements will be charged according to the Company's filed Rate Schedule for such endorsements. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, any sale of the premises or a Declaration of Forfeiture of a Real Estate Contract, trustee's sale or deed in lieu of thereof.

5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.

6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale or forfeiture.


Range 18 Township 08 Section 25
LOT
LOT
LOT
LOT
25
Spring
YAKAMA TRUST LAND
Satus Creek
US Highway 97
APPALOOSA DR.
NOWEATMY DR.
SATUS CREEK WAY
SATUS CREEK DR.
MOUNTAIN RIDGE DRIVE
NORTH EAST RIDGE DRIVE
EAST RIDGE DRIVE
SATUS CREEK PL.
WASETO PLACE
SATUS RANCH BLOCK 9
22402
22403
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22405
22406
22407
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Copyright (C)
Yakima County Department of Assessment
128 N 2nd Street, Courthouse Room 112
Yakima, WA 98901
(509)574-1100
April 07, 2025
0
400
800
1200
1600 FEET
Scale: 1" = 400 feet
N
This map is maintained only as an aid in the appraisal and assessment of real property. Yakima County Assessor's Office does not warrant its accuracy.

SATUS RANCH I

SECTIONS 24, 25, 26, 35 & 36, TWP.

YAKIMA COUNTY, WASHING

DESCRIPTION

This plat of Satus Ranch Block 2 lying in Sections 24, 25, 26, 35 and 36, Twp 8 N, R 19 E, W.M., Yakima County, Wash. embraces the following described tracts: That N ½ of the E ½ of the aforesaid Sec. 36, the E ½ of the NE ¼ of the aforesaid Sec. 35, the N ½ of the NE ¼ of said Sec. 26, the E ½ of the SE ¼ of the aforesaid Sec. 26, the S ½ of the aforesaid Sec. 25, the S ½ of the aforesaid Sec. 24, EXCEPT the following described tracts: That portion of the E ½ of the NE ¼ of the aforesaid Sec. 35 lying West of Satus Highway Route No 97. EXCEPT that portion of the E ½ of the NE ¼ of the aforesaid Sec. 35 lying West of Satus Highway Route No 97. Except that portion of the E ½ of SE ¼ of the aforesaid Sec. 26 lying W'ly of the W'ly R/W line of Satus Highway Route No 97. Except those parts thereof described as follows: PARCEL A: Commencing at the cor. common to the aforesaid Secs. 23, 24, 25 and 26; thence S 89°41'30" E along the South line of said Sec. 26, a dist. of 2170.41 ft. to the T.P.O.B., thence N 14°58' W 309.50 ft.; thence N 28°41'30" E 300.00 ft.; thence S 46°11'30" E 195.58 ft. to the beg. of a curve to the left; thence Northerly along said curve to the left, having a radius of 230.00 ft., through an arc of 31°00' an arc dist. of 124.48 ft.; thence N 15°10'30" E 100.00 ft. to the beginning of a curve to the right; thence easterly along said curve to the right, having a radius of 170.00 ft., through an arc of 62°15'36" a dist. of 184.75 ft. to the East line of said Section 26, and point lying N 00°06'13" E 827.36 ft. from the S.E. Cor. thereof; thence continuing along said curve to the right, having a radius of 170.00 ft., through an arc of 17°30'00" a dist. of 51.92 ft.; thence S 45°27'30" E 163.28 ft. to the beginning of a curve to the right; thence S.E'ly along said curve to the right, having a radius of 30 ft., through an arc of 90°00'00" a dist. of 47.13 ft.; thence S 44°32'30" W 871.6 ft. to the aforesaid S.E. Cor. of Sec. 26; thence continue S 44°32'30" W 100.00 ft.; thence N 44°11'30" W 1780.41 ft. to the T.P.O.B. PARCEL B: Commencing at the corner common to the aforesaid Secs. 23, 24, 25 and 26; thence N 1°08'13" E, along the East line of said Section 26, a dist. of 791.61 ft. to the T.P.O.B.; thence S 46°28'30" E 225.83 ft.; thence S 16°28'30" W 100.00 ft. to the beginning of a curve to the right; thence S'ly along said curve to the right, having a radius of 30.00 ft., through an arc of 90°00'00", a distance of 47.12 ft. to the beginning of a curve to the left; thence W'ly along said curve to the left, having a radius of 230.00 ft., through an arc of 31°45'36", a distance of 127.52 ft.; thence S 14°42'54" W 100.00 ft. to the beginning of a curve to the right; thence S'ly along said curve to the right, having a radius of 30.00 ft., through an arc of 90°00'00", a distance of 47.12 ft.; thence S 75°17'06" E 223.18 ft.; thence S 46°28'30" E 136.27 ft. to the T.P.O.B. PARCEL C: Commencing at the corner common to the aforesaid Sections 23, 24, 25 and 26; thence N 1°08'13" E, along the East line of said Sec. 26, a dist. of 1091.61 ft. to the T.P.O.B., said point lying on a curve to the left, passing on a radial line of said point bearing S 1°50'15" E; thence S'ly, E'ly and along said curve to the left, having a radius of 230.00 ft., through an arc of 4°23'23", a distance of 17.63 ft. to the beginning of a curve to the right; thence S'ly, E'ly along said curve to the right, having a dist. of 28.66 ft., through an arc of 54°43'10", thence S 15°00'00" E 100.00 ft. to the beginning of a curve to the right; thence S'ly along said curve to the right, having a radius of 30.00 ft., through an arc of 90°00'00", a dist. of 47.12 ft. to the beginning of a curve to the left; thence E'ly along said curve to the left, having a radius of 180.00 ft., through an arc of 4°26'18", a dist. of 13.93 ft.; thence S 14°26'48" W 100.00 ft. to the beginning of a curve to the right; thence W'ly along said curve to the right, having a radius of 30.00 ft., through an arc of 90°00'00", a distance of 47.12 ft.; thence N 75°33'12" E 223.18 ft.; thence S 46°28'30" E 468.54 ft. to the T.P.O.B.

1. **DECLARATION.** This Declaration of Protective Covenants and Restrictions shall encompass the general plan for the protection, improvement and development of Satus Ranch Block 2 and shall be the covenants and restrictions upon and subject to which all lots, tracts or parcels thereof shall be held, leased, sold and conveyed, and each and all of which is and are for the benefit of said land and of each owner of same. Wherever used herein the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. Each lot, tract and parcel of land hereafter sold, conveyed or otherwise disposed of by the present owners, thereof, and to which the real property records of Yakima County, Washington, as a servitude in favor of and as a burden upon each and every lot, tract and parcel thereof as the dominant tenement or tenements, to wit;

2. **LAND USE AND STRUCTURES.** The development of this land and the uses which are acceptable, as a conditional use, in the Commercial, Trailers and Tents are permitted, unless specifically prohibited within any area by express provision upon the face of the plats. No permanent structure shall be constructed, assembled or placed upon any lot, tract or parcel of the land which does not conform to the building and other pertinent regulations of Yakima County. No structure shall be constructed, assembled or placed [illegible] the Benton-Yakima Health Administrative power reasonable [illegible] rights-of-way.

3. **SETBACKS.** No structure or sanitary disposal facility shall be allowed within a one hundred foot setback line from the existing right of way line of U.S. Highway 97 and/or parallel frontage roads on any lot, tract or parcel abutting said right of way or within a one hundred foot setback line from Satus Creek or within such further distance from Satus Creek as may be required by the Washington Shoreline Management Act of 1971, Extraordinary Session, Chapter 286, 1st Amendment, as may be applicable, as any lot, tract or parcel thereof as or abutting or traversed by Satus Creek.

4. **HIGHWAY ACCESS.** There shall be no right to direct vehicular access from U.S. Highway 97 to, over or through any lots, tracts or parcels except by frontage road access as shown on the plats. This restriction shall be enforceable by any person or persons owning an interest in any of the land within the plats or any portion thereof, and/or the use of the State of Washington where boundaries may from time to time include the plats.

5. **WALKING ACCESS.** There is reserved for public walking access an easement over right of way for foot access along each bank of Satus Creek within the plats.

6. **SANITATION.** All septic tanks and drain fields shall be constructed in accordance with Yakima County Health District regulations. On slopes which are deemed too steep for conventional drainfields, only gravity chamber type disposal units or other methods approved by the Yakima County Health District shall be used. Construction of pressure heads requiring on-site sewage disposal shall not be commenced on any lot, tract or parcel without prior approval by the Yakima County Health District of the site, any facilities therefor and assurance of compliance with Yakima County Health District regulations.

DEDICATION

KNOW ALL MEN BY [illegible] and Vivian Irene Hale, Harold L. Holmgren and Carol L. Holmgren, owners of the above described real estate, have caused the same to be platted into lots, streets and public alleys as shown on the annexed plat, and do hereby dedicate to the use of the public forever all streets, alleys and public highways shown on said plat; and also the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; and also the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts and parcels shown on said plat, in the original reasonable grading of said streets, alleys and public highways; and also the right to drain all streets over and across any lot or lots, and to locate, construct and maintain or authorize the location, construction and maintenance of conduits for water, gas, sewer, electric light and power, telephone and other purposes in, over, upon and under the several lots as may be necessary and proper for the furnishing of said services to all parts of the platted area, with the right to enter upon the several lots at all times for the purposes herein stated. And we do hereby waive all claims for damages against any governmental authority which may be occasioned to the adjacent land by the establishment, construction or maintenance of roads over and across said plat. And we do hereby also dedicate the use of all non-access lines shown on said plat to the public forever, the restriction of access rights to be enforceable by any person owning land in said plat and entitled to access to said streets, alleys or highways, and by the State of Washington, which restrictions shall be appurtenant to and run with the land.

In witness whereof we have hereunto set our hands and seals this [illegible] day of [illegible], 19[illegible].

Harold L. Holmgren

Roland L. [illegible]

[illegible]

UPPER SATUS GRAZ[illegible]

[illegible]

ACKNOWLEDG

STATE OF WASHING[illegible]
COUNTY OF YAKIM[illegible]

On this 4TH day [illegible] the State of Wash[illegible] Holmgren, also known as L. Holmgren and [illegible] Holmgren, his wife, and acknowledged th[illegible] purposes therein me[illegible]

STATE OF WASHING[illegible]
County of YAKIM[illegible]
On this [illegible]th day of [illegible], 19[illegible], before me personally appeared Harold L. Holmgren, to me known to be the [illegible] Holmgren, and Carol L. Holmgren, his wife, to me known to be the [illegible] and executed the foregoing 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, and on oath stated that the seal affixed is the corporate seal of said corporation.

LAND SURVE[illegible]

I, Robert R. Sadler, [illegible] SATUS RANCH, BLOC[illegible] 25, 26, 35 and 36, [illegible] thereon correctly, [illegible] ground as shown.

TREASURER'S

I hereby certify [illegible] by this office have [illegible] encumbrance with the

of 1000.00 ft, through an arc of 10°37'05", a distance of 185.54 ft. to the beginning of a curve to the left; thence N89°-59'-05"E along said curve to the left having a radius of 1800.00 ft. through an arc of 2°08'11" a distance of 67.12 ft. thence N 87°51'54" E 225.18 ft, thence S41°20'01" E 468.97 ft to the TRUE POB.

1. DECLARATION. This Declaration of Protective Covenants and Restrictions shall constitute the general plan for the protection and development of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40,

RANCH BLOCK 9

26,35 & 36, TWP. 8 N., R. 18 E., W.M.

IMA COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Donald F Halvorgner also known as D.F. Halvorgner and Virnie Irene Halvorgner his wife, Roland L Halvorgner and Betty Mae Halvorgner his wife, Gerald L Halvorgner and Carol Halvorgner his wife, UPPER SATUS DEVELOPERS Inc; are the owners of the above described property and that they have caused the same to be surveyed and platted into lots and streets under the name of SATUS RANCH BLOCK 9, and it hereby conveys and quit claims all streets shown on said plat to Satus Basin Association, a non profit Washington Maintenance Corporation, whose mailing address is the Yakima County Auditors File No. 2263605 and petitions for their dedication to the use of the public the ten foot right easement except for a street easement as hereby reserve the easements as shown on Public Utilities and dedications being subject to the Connecticut Mutual Life Insurance Company Mortgage recorded under Aud. File No. 2037126.

IN WITNESS WHEREOF they have executed these presents

Donald F Halvorgner
Donald F Halvorgner aka D.F. Halvorgner

Virnie Irene Halvorgner
Virnie Irene Halvorgner

Roland L Halvorgner
Roland L. Halvorgner

Betty Mae Halvorgner
Betty Mae Halvorgner

Gerald L Halvorgner
Gerald L. Halvorgner

Carol Halvorgner
Carol Halvorgner

UPPER SATUS DEVELOPERS, INC.

Irene Halvorgner for Donald F Halvorgner
President Secretary

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF YAKIMA }

On this 4TH day of DECEMBER 1971, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Donald F Halvorgner, also known as D.F. Halvorgner, and Virnie Irene Halvorgner his wife, Roland L Halvorgner and Betty Mae Halvorgner his wife, Gerald L Halvorgner and Carol Halvorgner, his wife to me known to be the individuals who executed the foregoing instrument, and acknowledged the same to be their free and voluntary act and deed for the uses and purposes therein mentioned

Charles K. Bratton
Notary Public in and for the State of Washington
residing at Seattle

STATE OF WASHINGTON }
COUNTY OF YAKIMA } ss.

On this 4TH day of November 1971, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Fred H. Lamb to me known to be the President and Secretary, respectively, of Upper Satus Developers Inc, the Corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation

Charles K. Bratton
Notary Public in and for the State of Washington
residing at Seattle

LAND SURVEYOR'S CERTIFICATE

I, Robert R Sadler, Professional Land Surveyor do hereby certify that this plat of SATUS RANCH, BLOCK 9, is based upon an actual survey of the subdivision of Sections 25, 26, 35 and 36, Twp 8 N, R 18 E W.M, that the distances and angles are shown thereon correctly and that the monuments will be set and lot corners staked on the ground as shown. Boundary and lot staking to be completed by [illegible]

Robert R Sadler

TREASURER'S CERTIFICATE

I hereby certify that all chargeable regular and special assessments collectable by this office have been paid and that 1973 of the taxes last paid have been examined with this office this 15th day of December 1971

Yakima County Treasurer

COUNTY OF YAKIMA }

On this 4TH day of November 1971, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald F. Holwegner, also known as D. F. Holwegner, and Vivian Irene Holwegner his wife, Roland L. Holwegner and Betty Mae Holwegner, his wife, Gerald L. Holwegner and Cecil Holwegner, his wife, to me known to be the individuals who executed the foregoing instrument, and acknowledged the same to be their free and voluntary act and deed for the uses and purposes therein mentioned.

Charles K. Brooks
Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON }
COUNTY OF YAKIMA } ss

On this 4TH day of November 1971, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred R. Doney and Donald F. Holwegner to me known to be the President and Secretary, respectively, of Upper Sates Developers Inc, the Corporation that executed the foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Charles K. Brooks
Notary Public in and for the State of Washington, residing at Seattle

LAND SURVEYOR'S CERTIFICATE

I, Robert R. Sadler, Professional Land Surveyor, do hereby certify that the plat of SATUS RANCH, BLOCK 9, is based upon an actual survey of portions of Sections 24, 25, 26, 35 and 36, Twp. 8 N., R. 18 E.W.M., that the distances and courses are shown thereon correctly and that the monuments will be set and corners staked on the ground as shown. Boundary and lot staking to be completed by August 1, 1972.

Robert R. Sadler
Robert R. Sadler P.L.S.

TREASURER'S CERTIFICATE

I hereby certify that all chargeable regular and special assessments collectable by this office have been paid and that 25% of the taxes last paid have been deposited with this office this 18th day of November 1971.

Yakima County Treasurer

APPROVALS

STATE OF WASHINGTON }
COUNTY OF YAKIMA } ss

I, Charles Riemcke, being first duly sworn on oath depose and say that as the duly elected Yakima County Assessor I have acted in all respects pursuant to Chapter 262, Laws of 1961, and that this plat is Number 284 in the County of Yakima, subscribed to before me this 18 day of November 1971.

Charles A. Riemcke
Yakima County Assessor

Charles K. Brooks
Notary Public in and for the State of Washington residing at Yakima Seattle

Approved by the Director of Planning of Yakima County, Washington, this 18th day of Nov.

Director of Planning

Approved by the Yakima County Road Engineer this 15th day of Nov.

Yakima County Road Engineer

Approved by the Board of Yakima County Commissioners of Yakima County, Washington, this 15th day of Nov.

Chairman of the Board

RECORDING CERTIFICATE

Filed for record at the request of UPPER SATUS DEVELOPERS INC. this 8th day of NOVEMBER 1971 at the hour of 12 [illegible] Page 27 [illegible] Yakima County, Washington.

Marilyn Macaw, Auditor

Eugene [illegible]

Fee $[illegible]

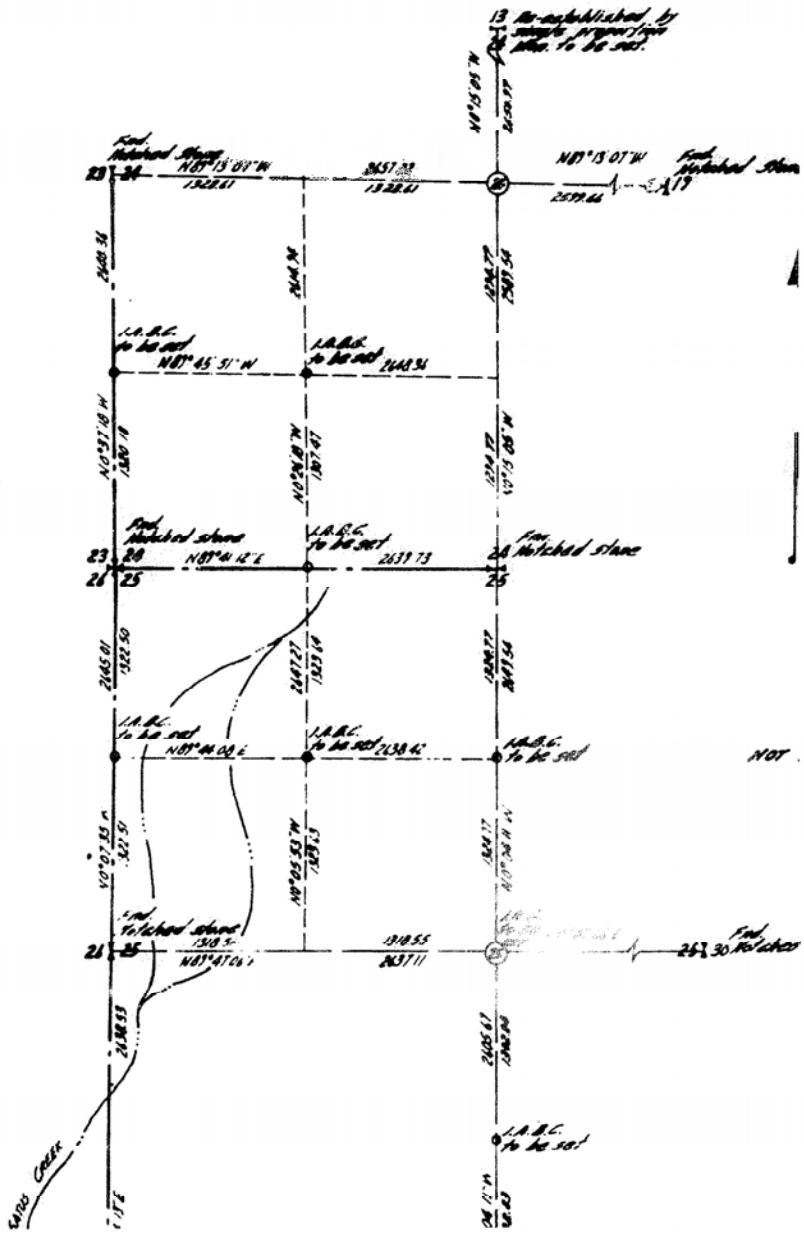
SHEET 1 OF 6

SATUS RANCH E

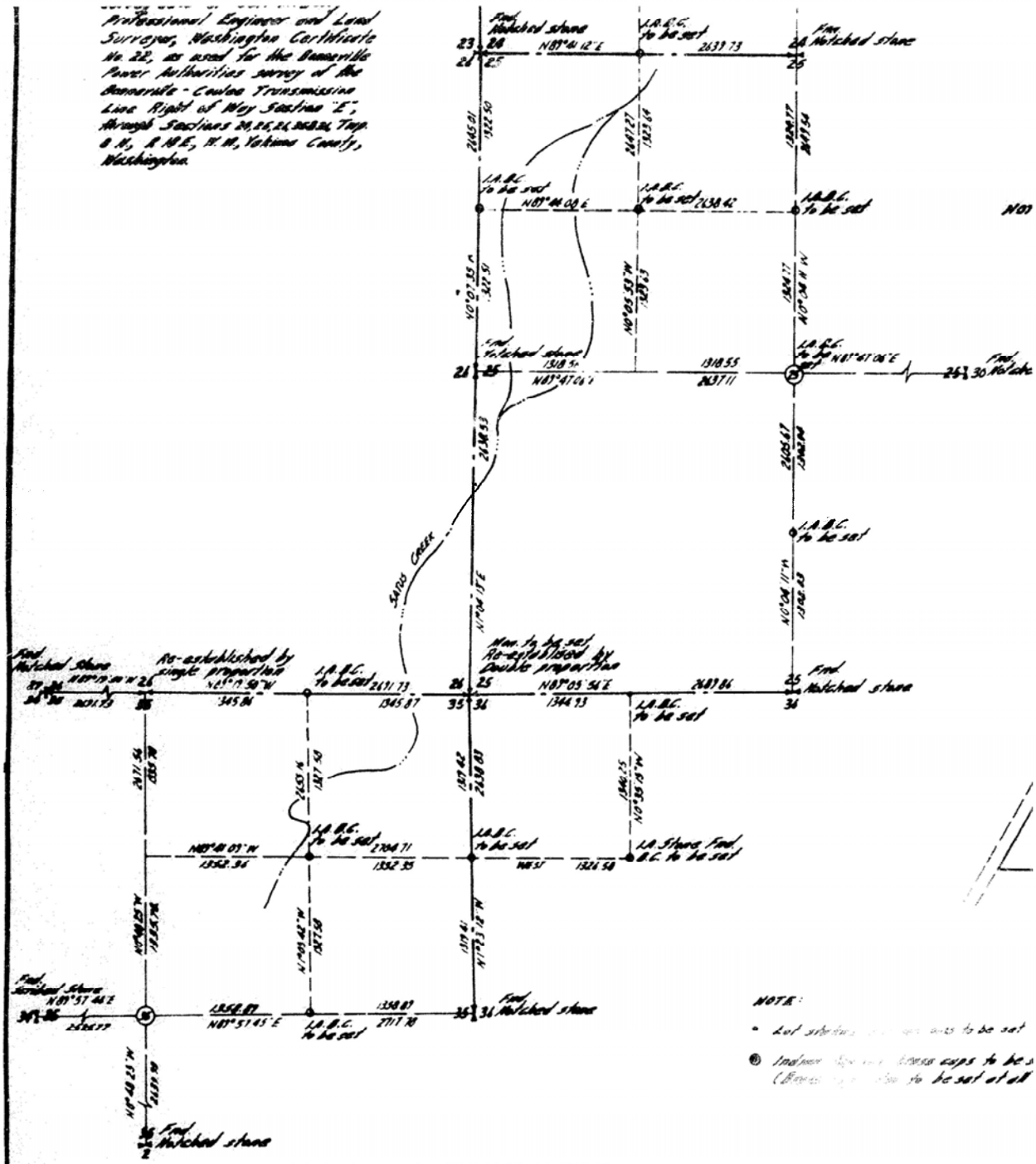
SECTIONS 24, 25, 26, 35 & 36, TWP.

YAKIMA COUNTY, WASHING

NOTE:
The adjacent section subdivision information is based upon the 1939 survey data of Carl M. Berry Professional Engineer and Land Surveyor, Washington Certificate No. 22, as used for the Bonneville Power Authorities survey of the Bonneville - Coulee Transmission Line Right of Way Section "E", through Sections 19, 25, 26, 35 & 36, Twp. 8 N., R. 19 E., W. M., Yakima County, Washington.



Professional Engineer and Land Surveyor, Washington Certificate No. 22, as used for the Bonneville Power Authorities survey of the Bonneville - Coulee Transmission Line Right of Way Sections "E", through Sections 24, 25, 26, 35 & 36, Twp. 8 N., R. 18 E., W. M., Yakima County, Washington.

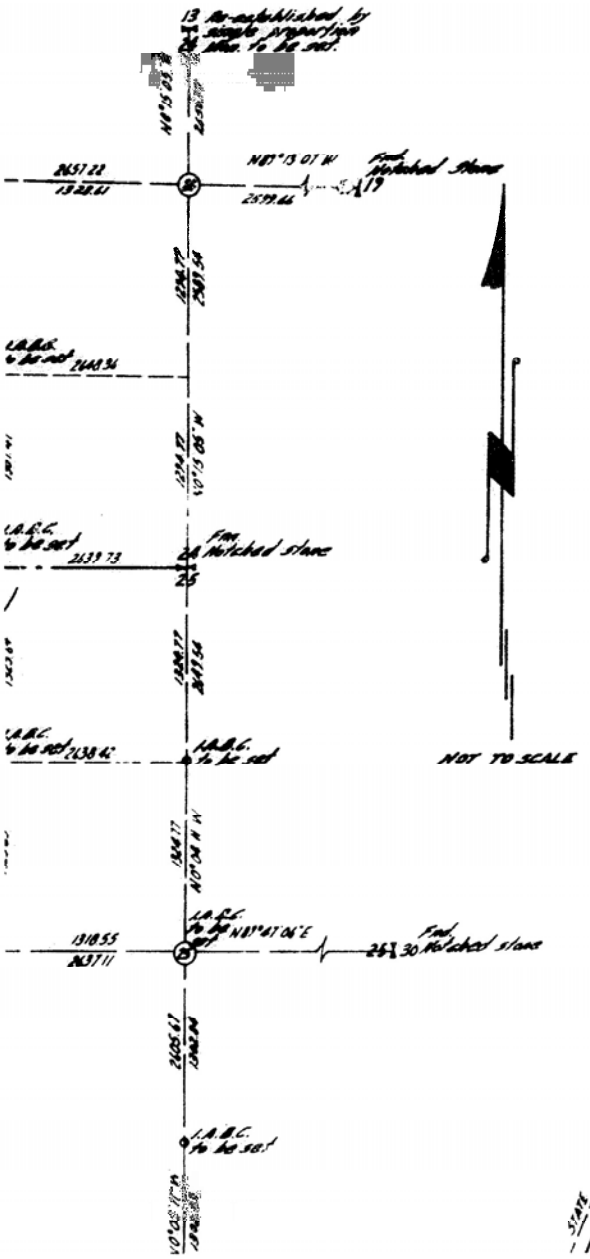


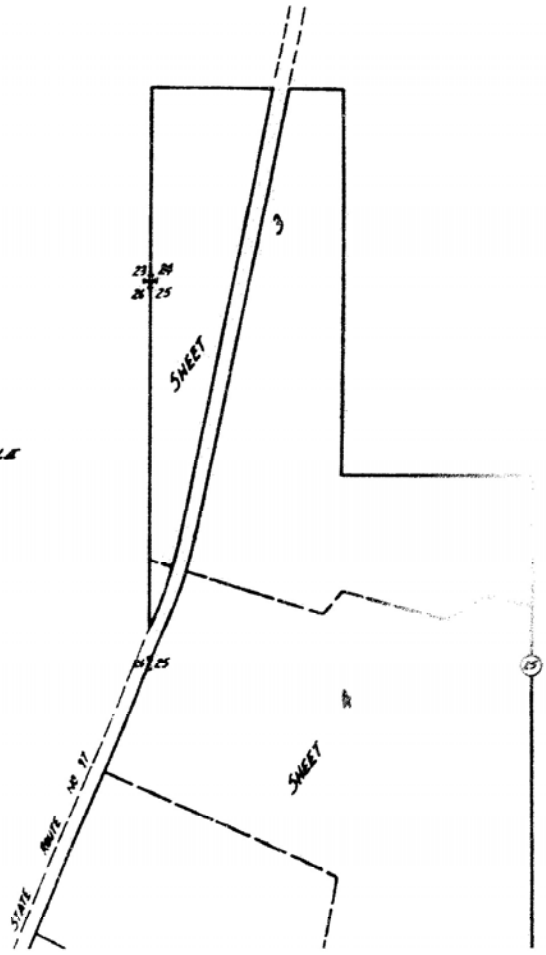
SUNDOWN LAND SERVICES LTD.

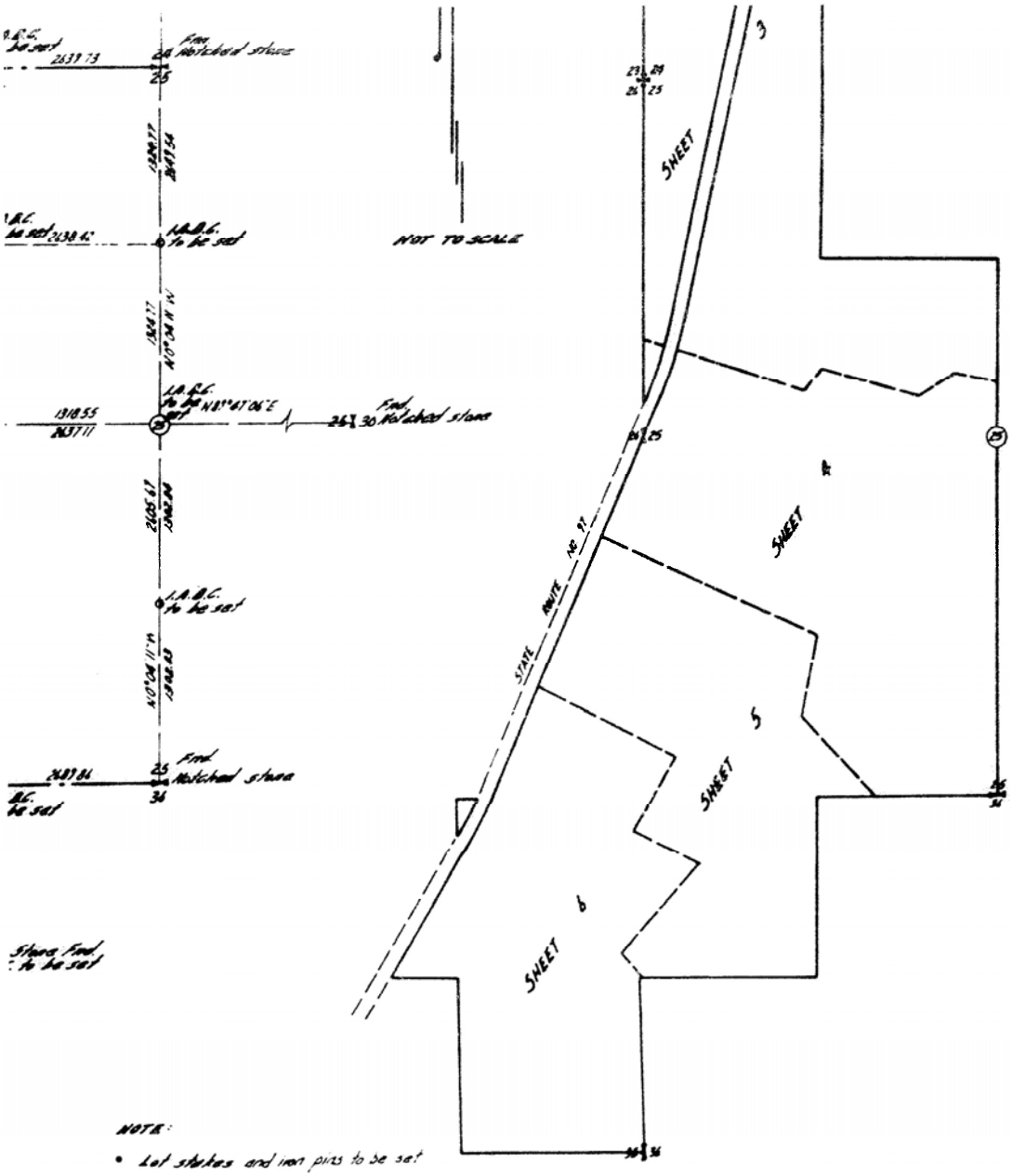
RANCH BLOCK 9

6, 35 & 36, TWP. 8 N., R. 18 E., W.M.

MA COUNTY, WASHINGTON







NOTE:

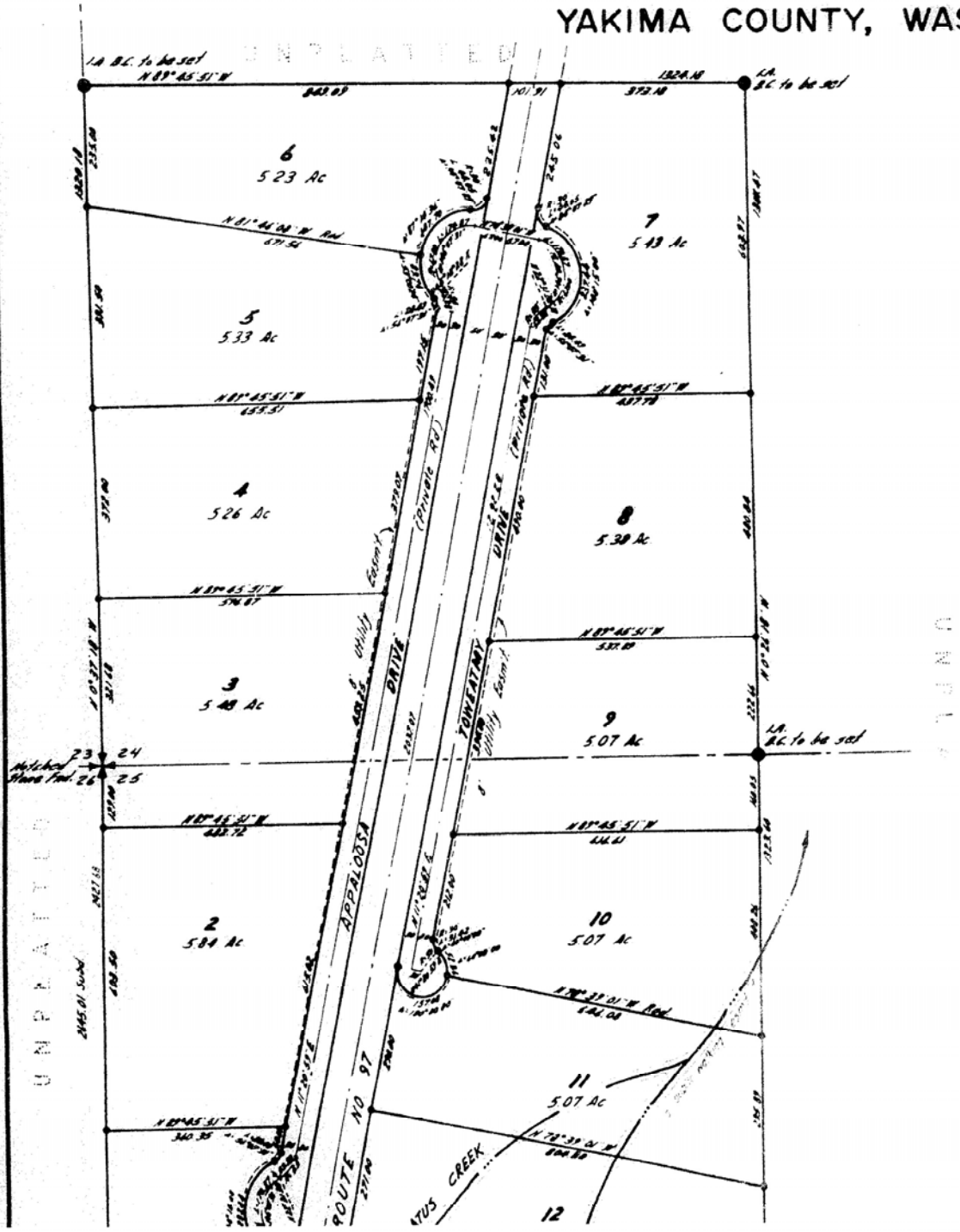
- Lot stakes and iron pins to be set
- Indian Agency brass caps to be set (Brass caps also to be set at all G.L.O. found corners).

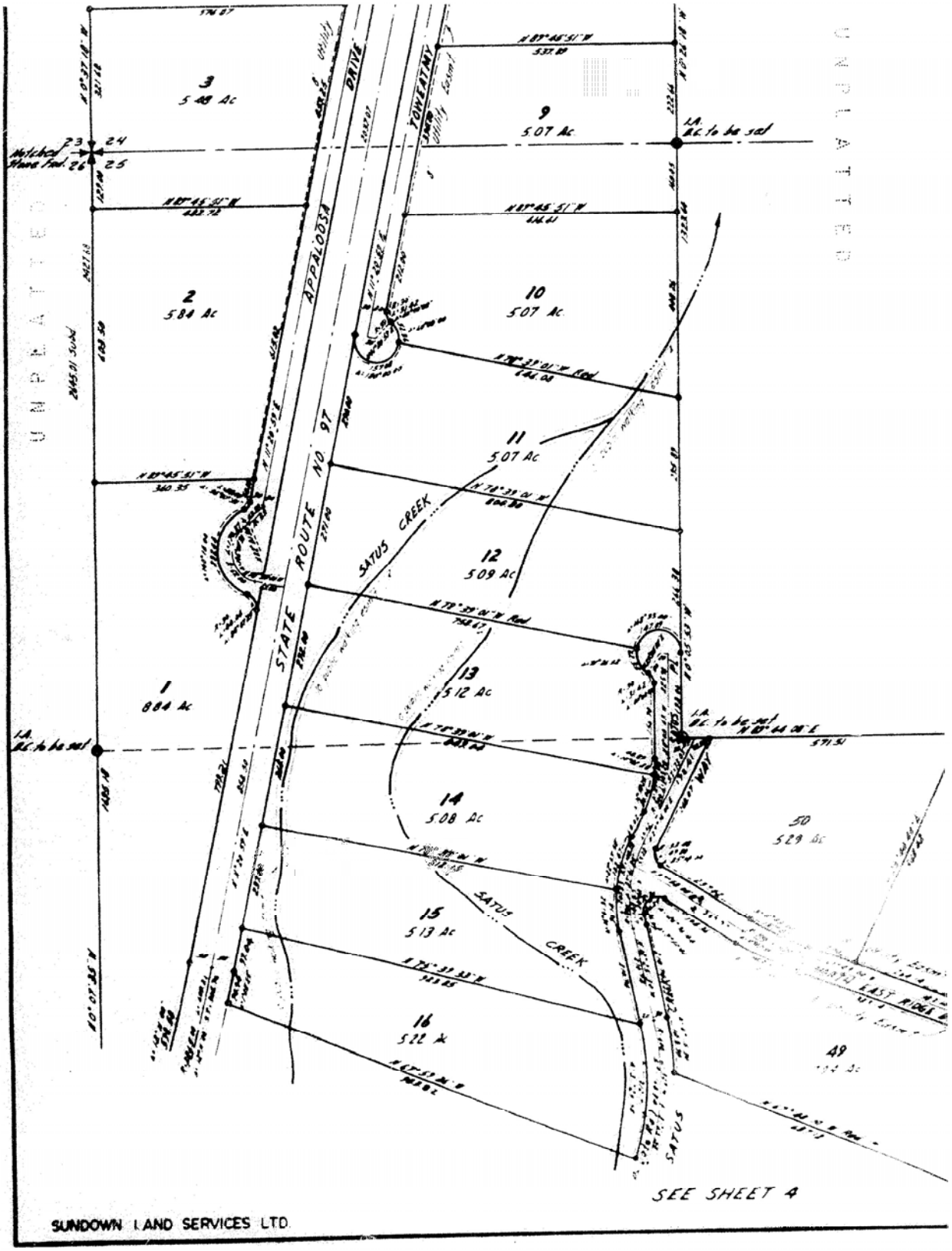
INDEX MAP

SATUS RANCH

SECTIONS 24,25,26,35 & 36, TWP

YAKIMA COUNTY, WASHIN

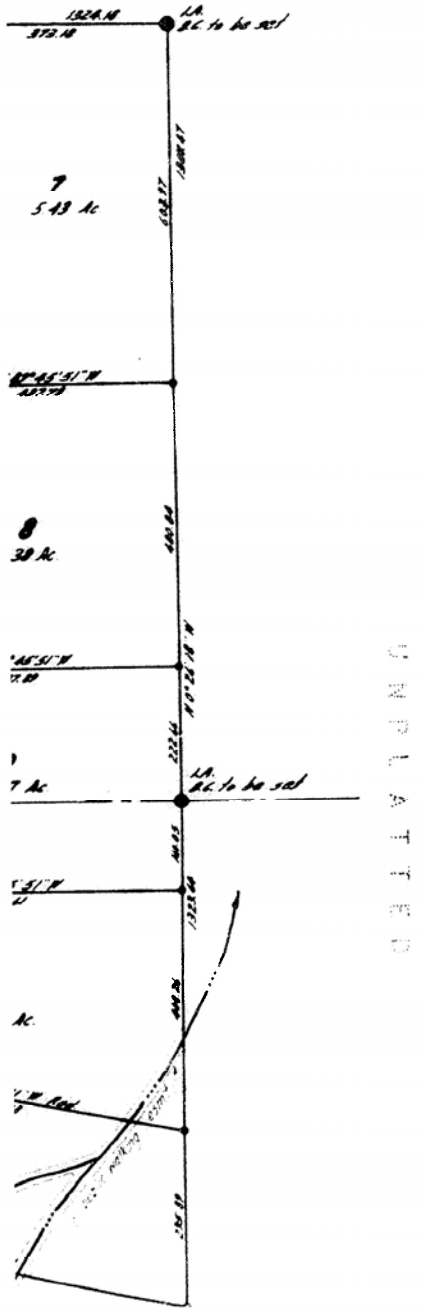



UNPLATTED
UNPLATTED
APPALOOSA DRIVE
TOWEATMY
STATE ROUTE NO. 97
SATUS CREEK
SATUS CREEK
SATUS
WAY
EAST RIDGE
3
5.48 Ac
2
5.84 Ac
1
8.84 Ac
9
5.07 Ac
10
5.07 Ac
11
5.07 Ac
12
5.09 Ac
13
5.12 Ac
14
5.08 Ac
15
5.13 Ac
16
5.22 Ac
50
5.29 Ac
49
I.A. B.C. to be set
Notched Stone Fnd.
SEE SHEET 4
SUNDOWN LAND SERVICES LTD.

RANCH BLOCK 9

26,35 & 36, TWP. 8 N., R. 18 E., W.M.

KIMA COUNTY, WASHINGTON



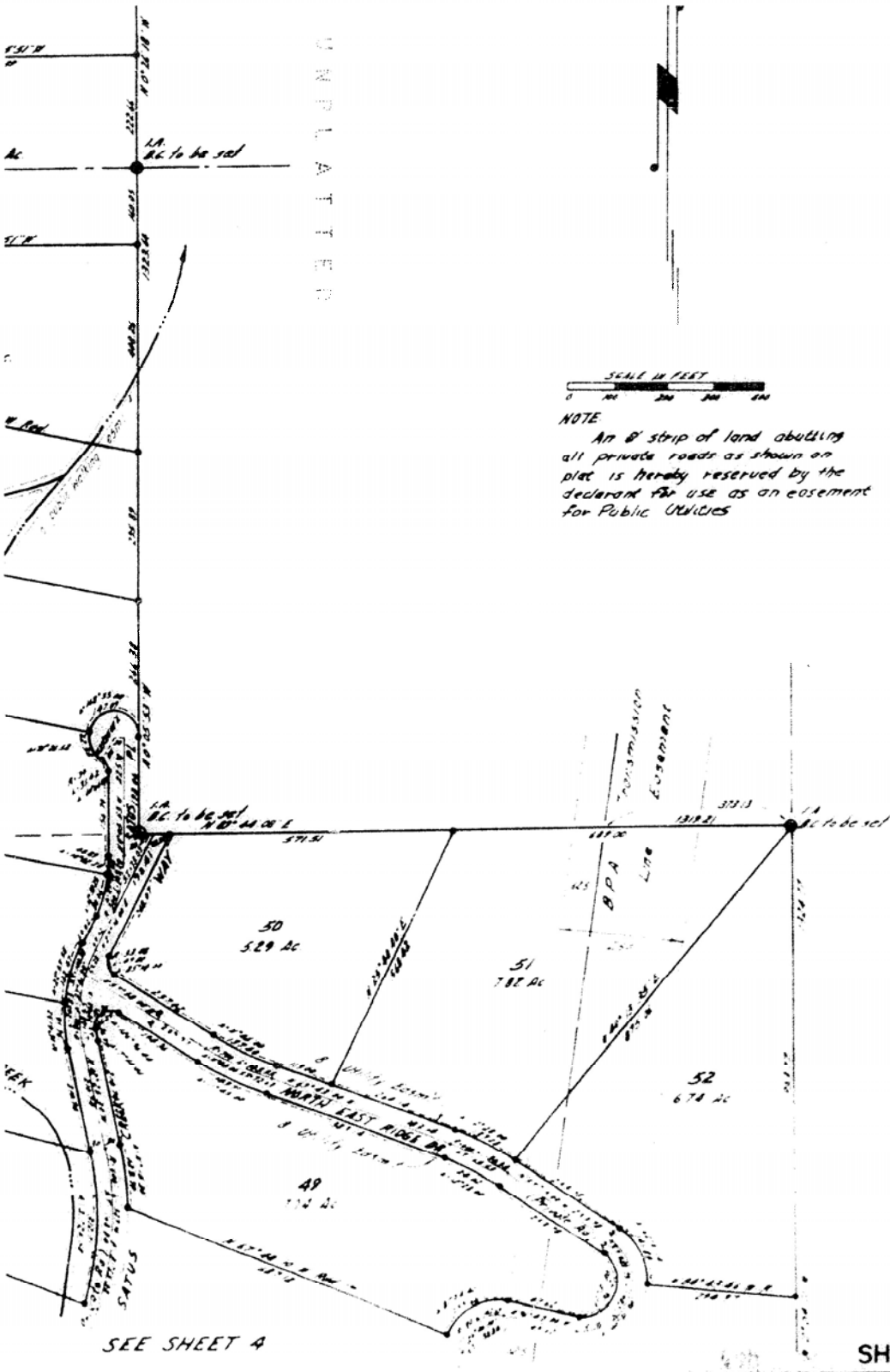
SUBDIVIDED

SCALE IN FEET

0 100 200 300 400

NOTE

An 8' strip of land abutting all private roads as shown on plat is hereby reserved by the declarant for use as an easement for Public Utilities



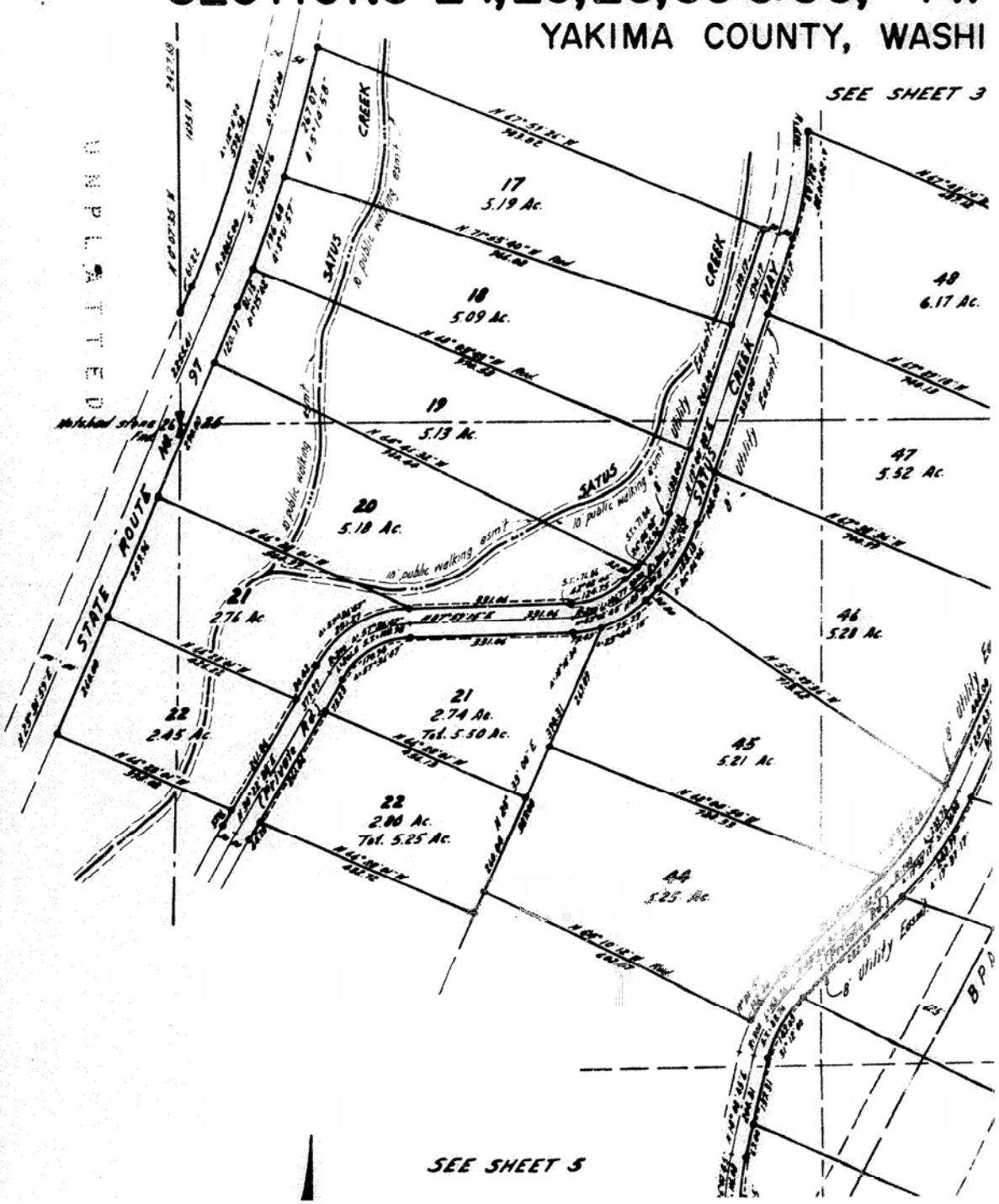
SCALE IN FEET
0 100 200 300 400
NOTE
An 8' strip of land abutting all private roads as shown on plat is hereby reserved by the declarant for use as an easement for Public Utilities
I.A. B.C. to be set
50
5.29 Ac
51
7.82 Ac
52
6.74 Ac
49
NORTH EAST RIDGE DR
SATUS
B P A Line
Transmission Easement

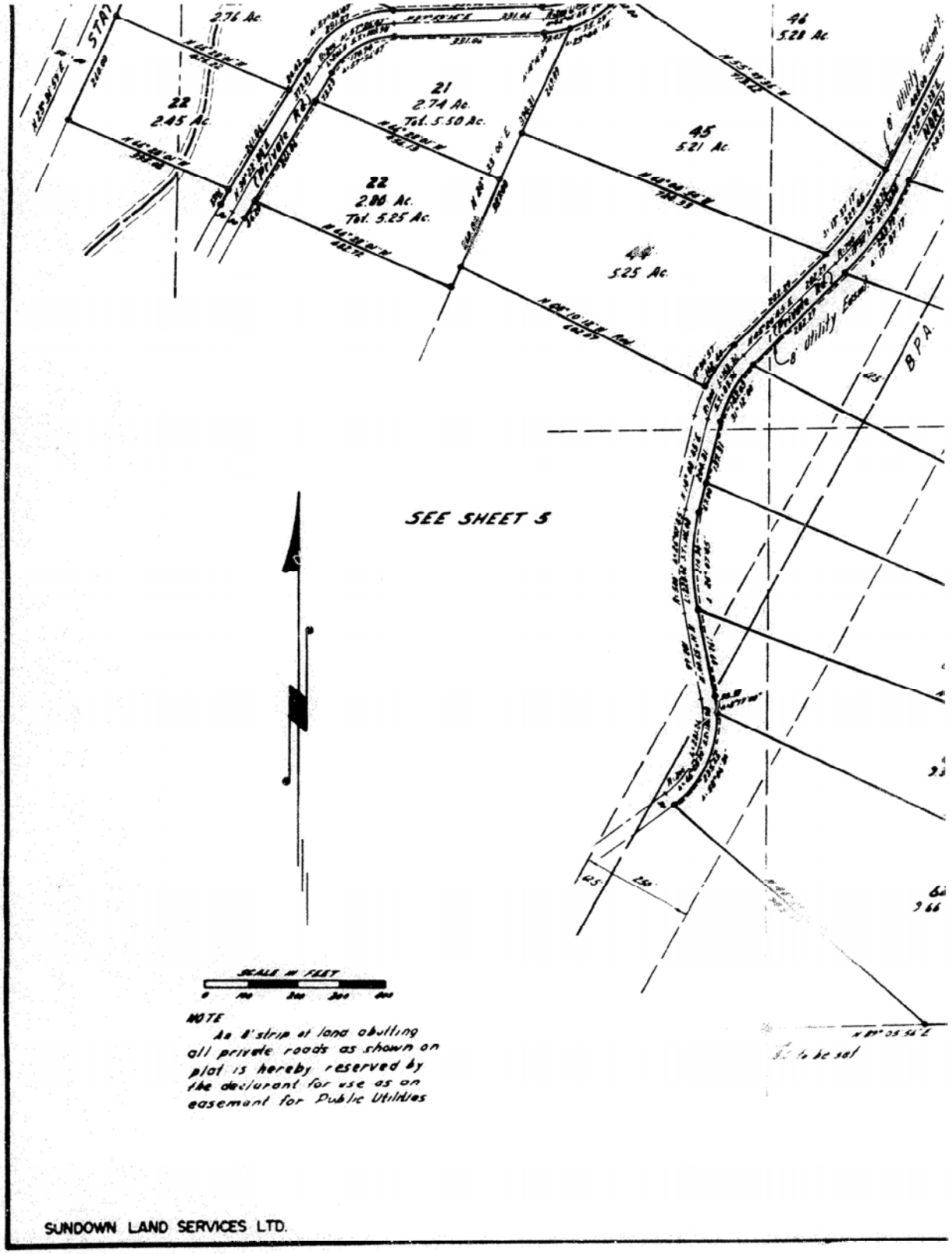
SEE SHEET 4

SATUS RANCH

SECTIONS 24, 25, 26, 35 & 36, TW

YAKIMA COUNTY, WASHI



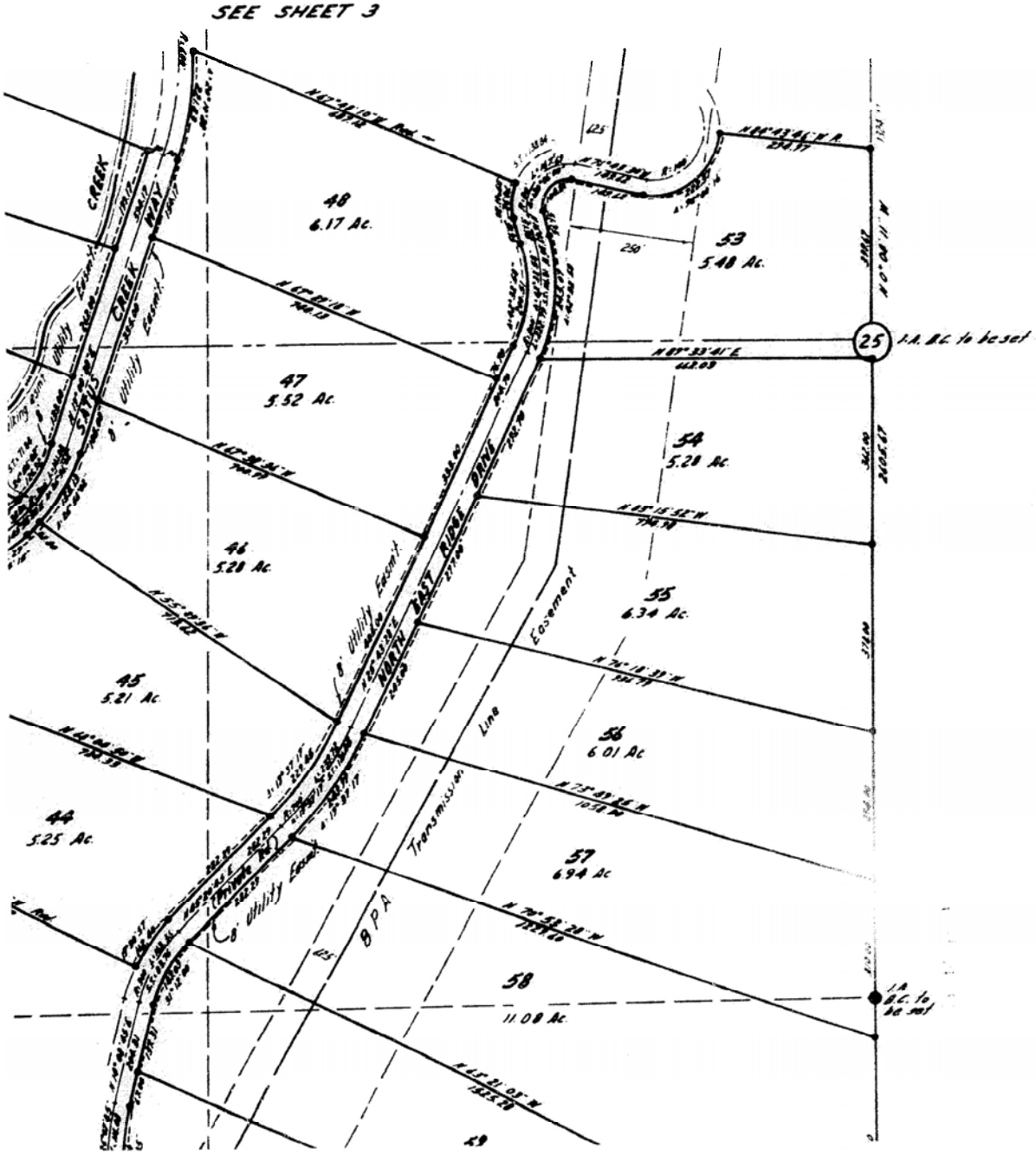


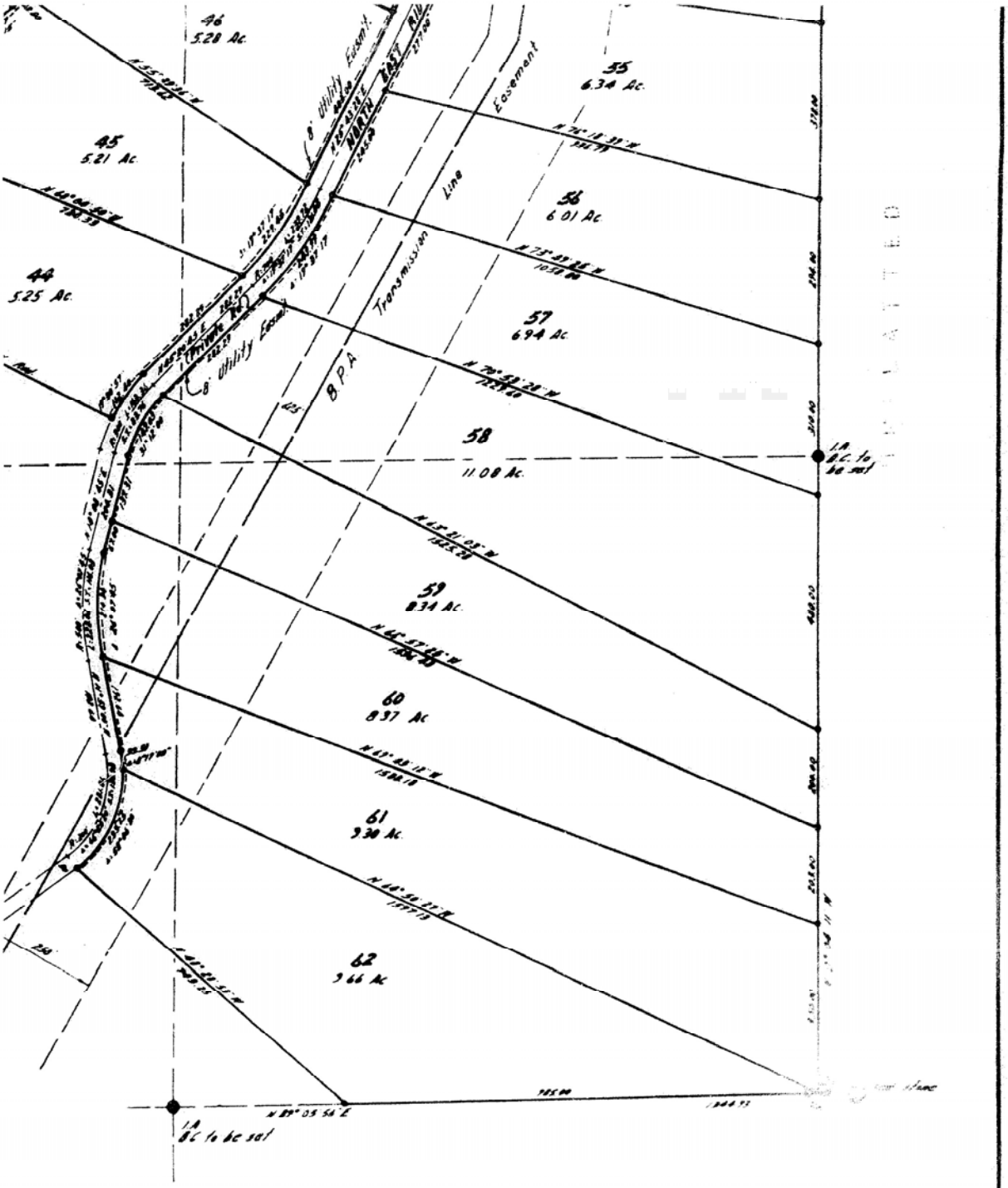
SUNDOWN LAND SERVICES LTD.

RANCH BLOCK 9

6, 35 & 36, TWP. 8 N., R. 18 E., W.M.

MA COUNTY, WASHINGTON



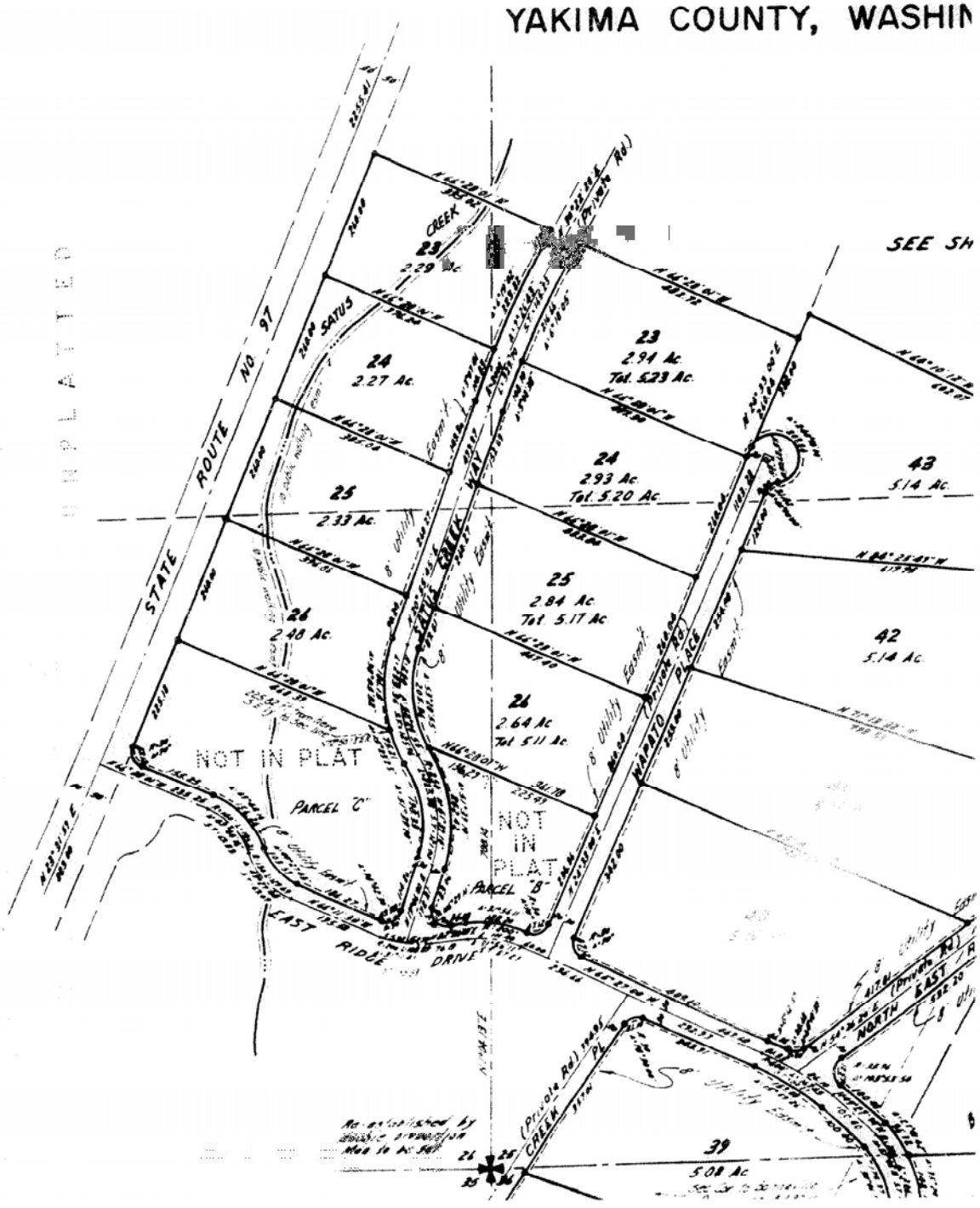

46
5.28 Ac.
45
5.21 Ac.
44
5.25 Ac.
55
6.34 Ac.
56
6.01 Ac.
57
6.94 Ac.
58
11.08 Ac.
59
8.34 Ac.
60
8.37 Ac.
61
9.30 Ac.
62
9.66 Ac.
8' Utility Easmt.
NORTH EAST RIV
Easement
Transmission Line
B.P.A.
8' Utility Easmt.
1.A.
B.C. to be set
1.A.
B.C. to be set

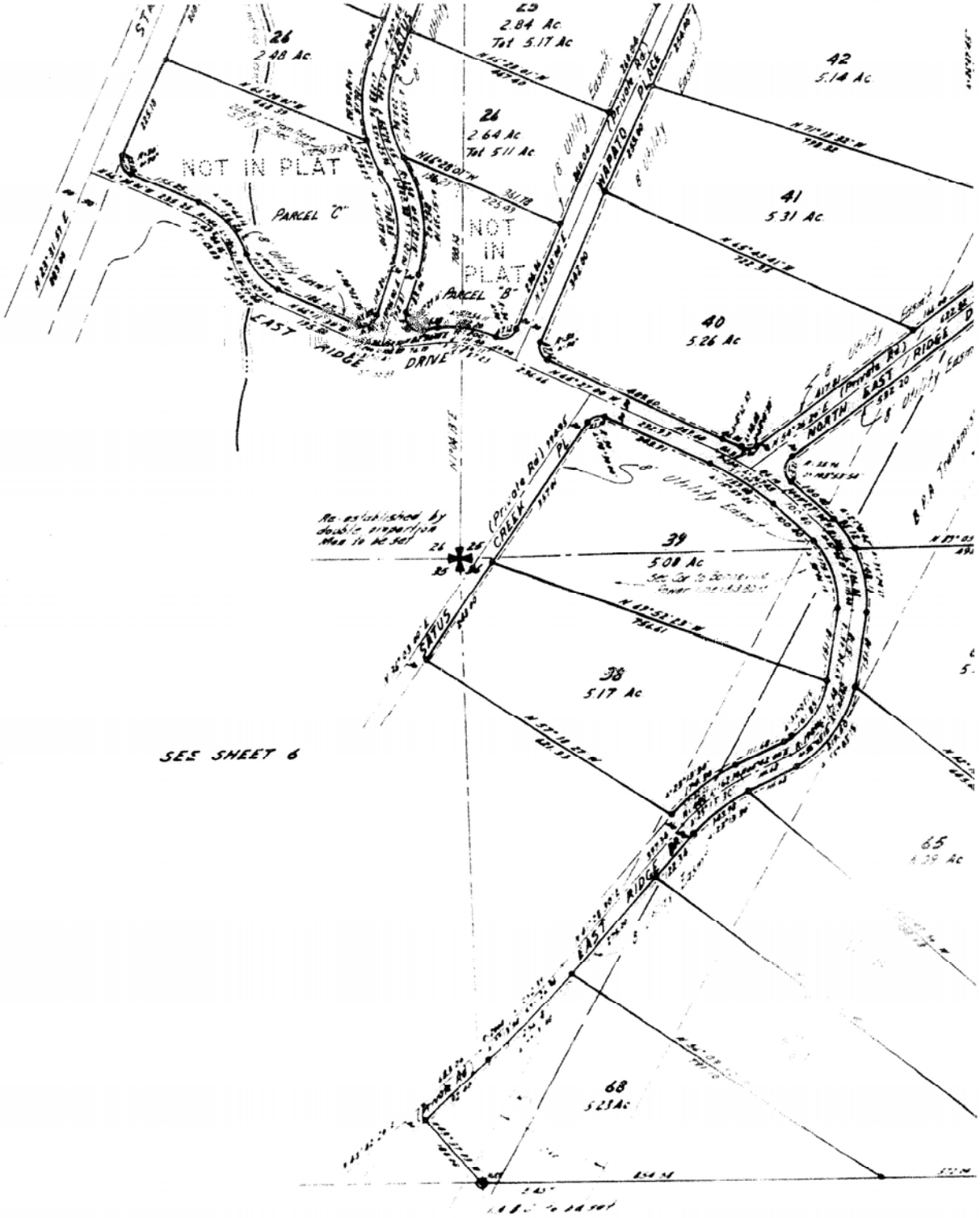
SHEET 4 OF 6

SATUS RANCH

SECTIONS 24,25,26,35 & 36, TWP

YAKIMA COUNTY, WASHIN



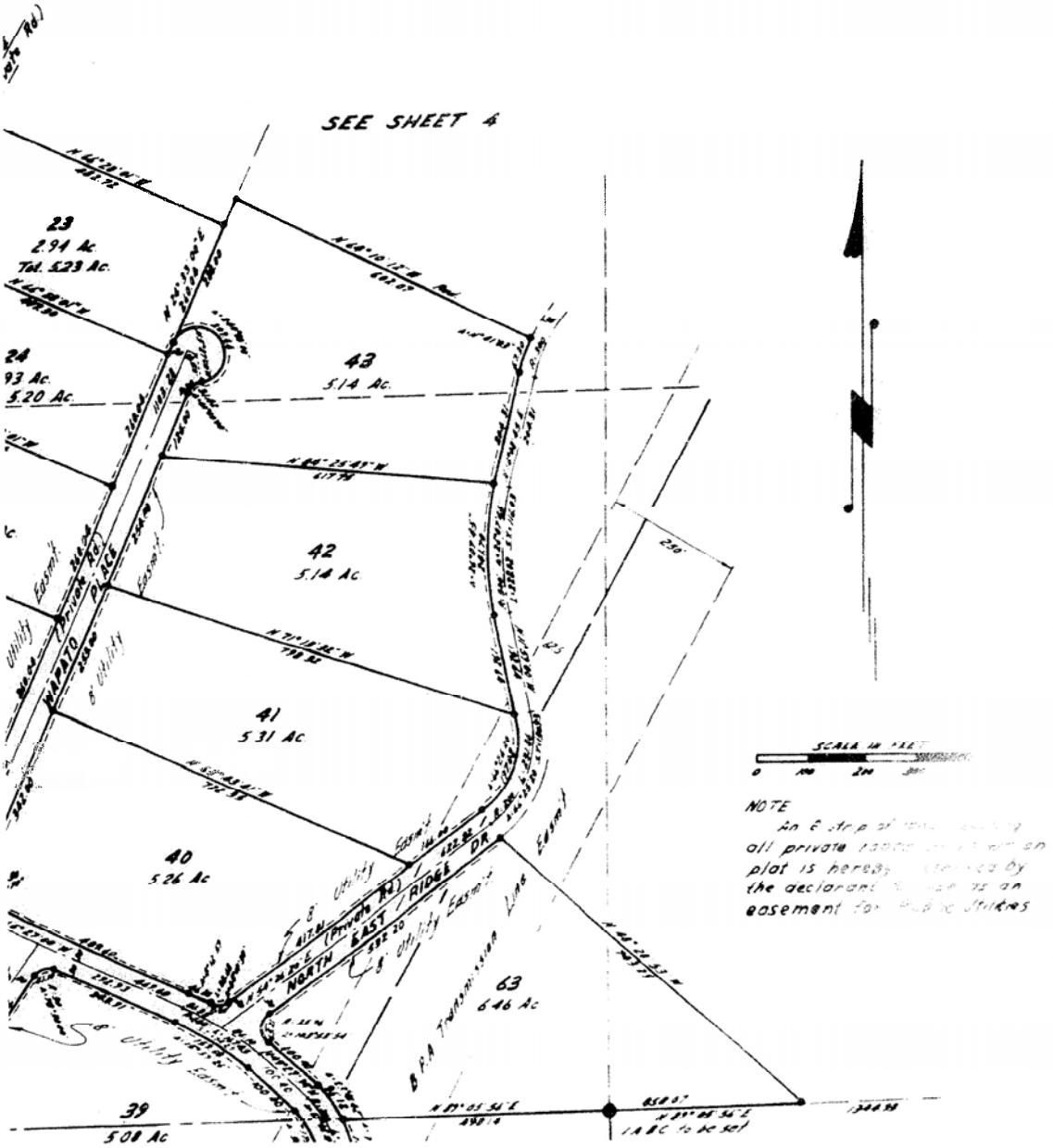

NOT IN PLAT
PARCEL "C"
NOT IN PLAT
PARCEL "B"
EAST RIDGE DRIVE
NORTH EAST RIDGE DRIVE
(Private Rd.)
PAPATO PLACE
(Private Rd.)
CREEK
STATUS
EAST RIDGE
26
2.48 Ac
23
2.84 Ac
Tot 5.17 Ac
26
2.64 Ac
Tot 5.11 Ac
42
5.14 Ac
41
5.31 Ac
40
5.26 Ac
39
5.08 Ac
38
5.17 Ac
65
68
5.23 Ac
5' Utility Easement
8' Utility Easement
SEE SHEET 6

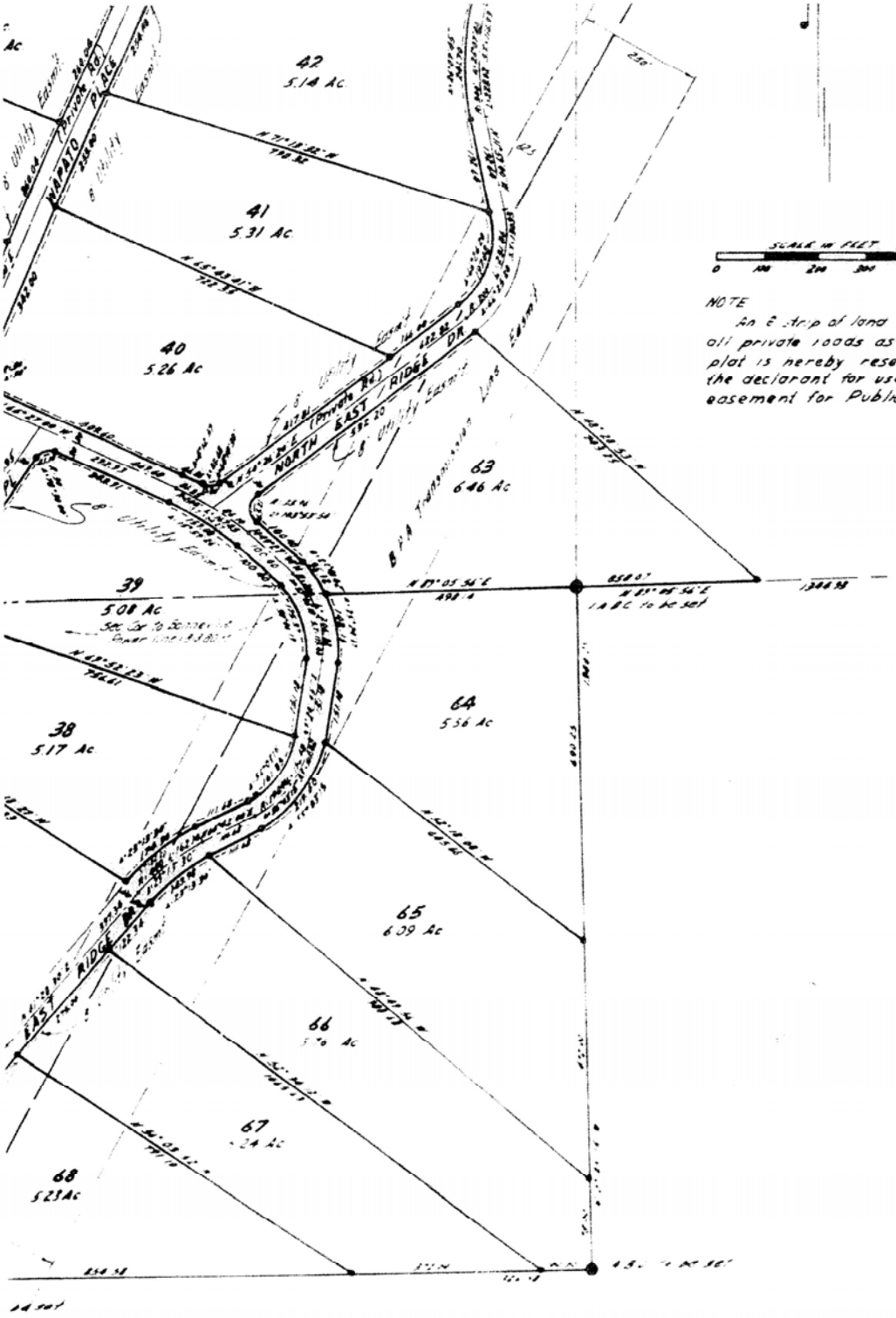
KROLL MAP COMPANY, INC.
SEATTLE

RANCH BLOCK 9

6,35 & 36, TWP. 8 N., R. 18 E., W.M.

NA COUNTY, WASHINGTON





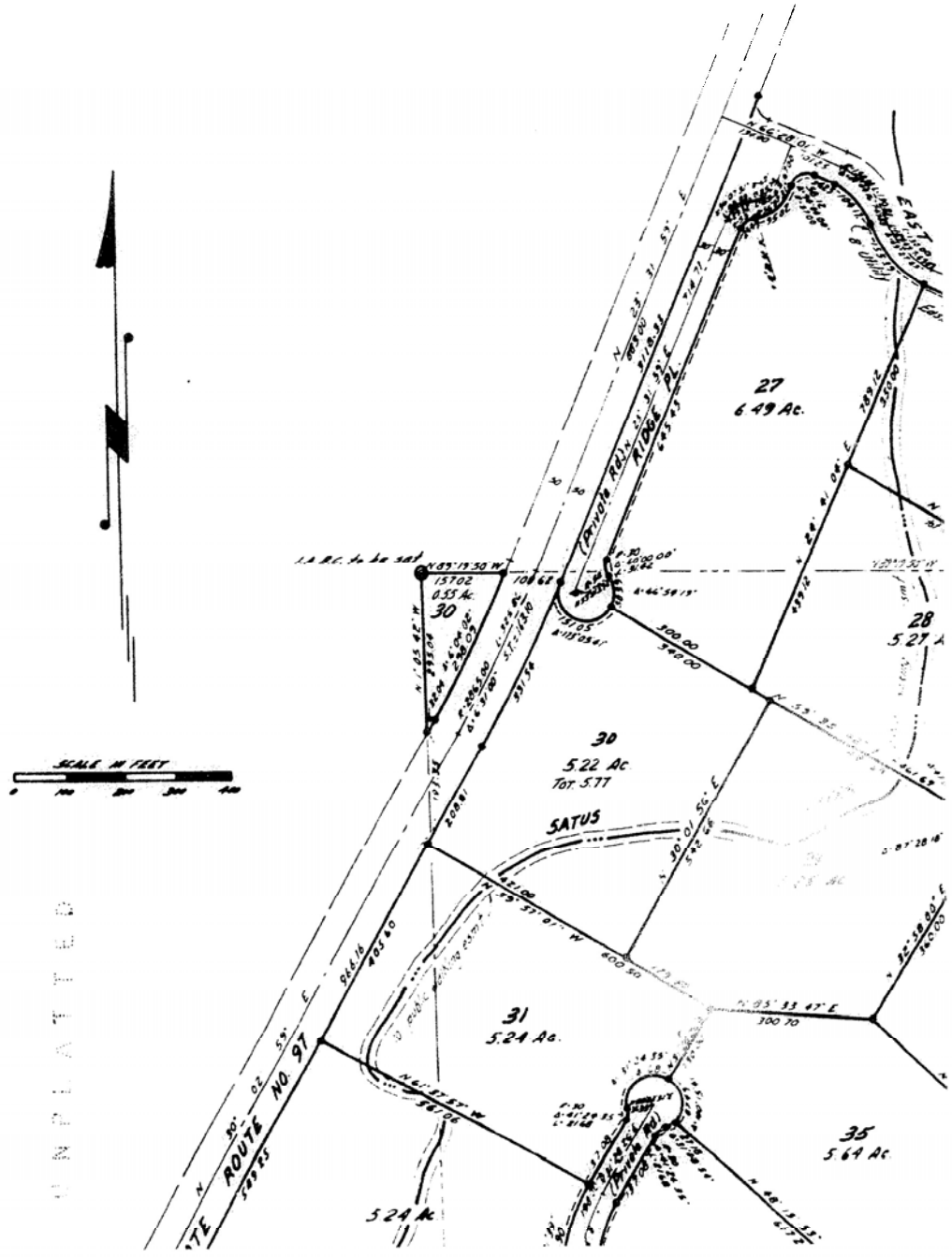
NOTE

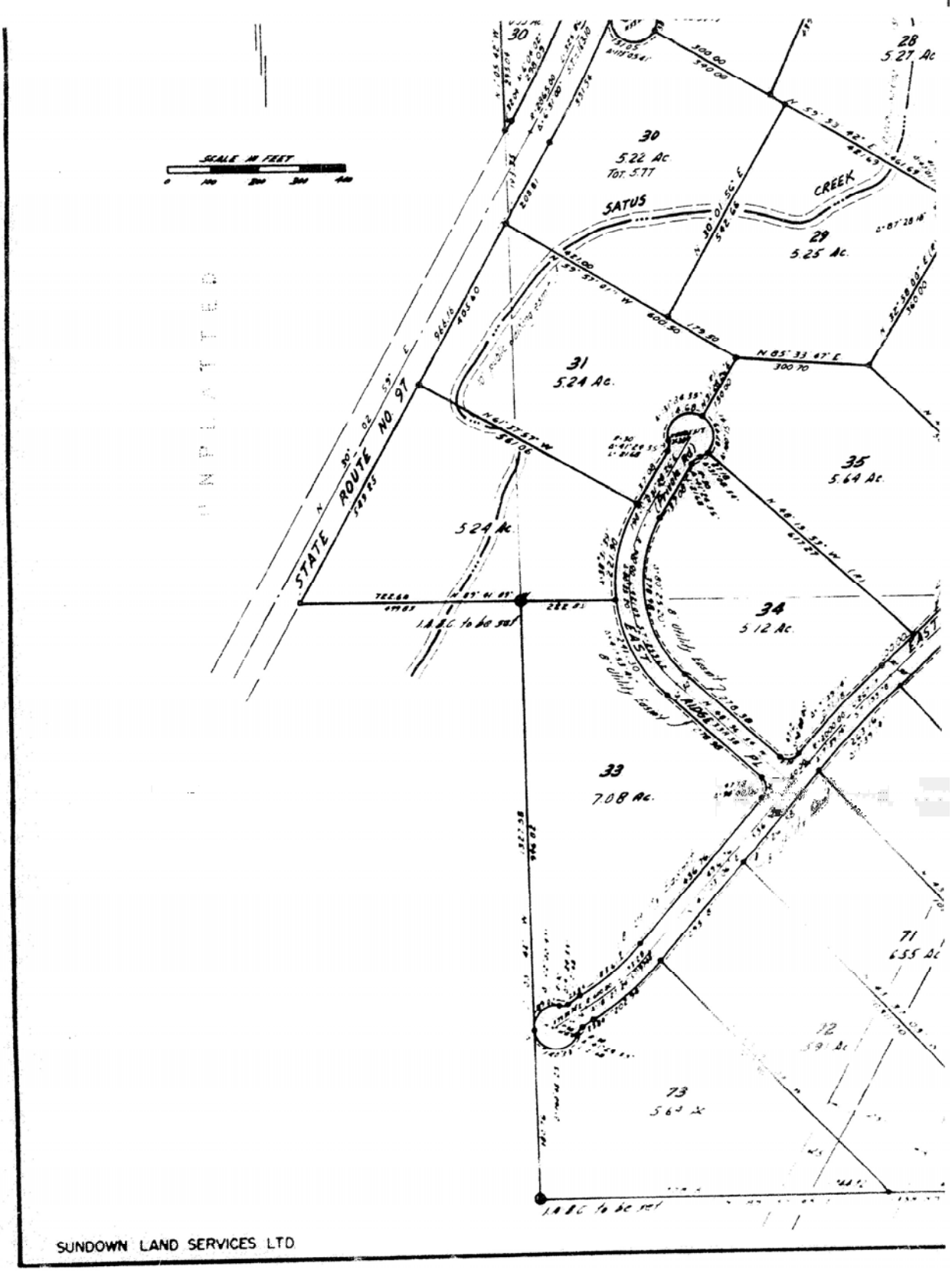
An 8' strip of land abutting all private roads as shown on plat is hereby reserved by the declarant for use as an easement for Public Utilities

SATUS RANCH

SECTIONS 24,25,26,35 & 36, TWP

YAKIMA COUNTY, WASHIN





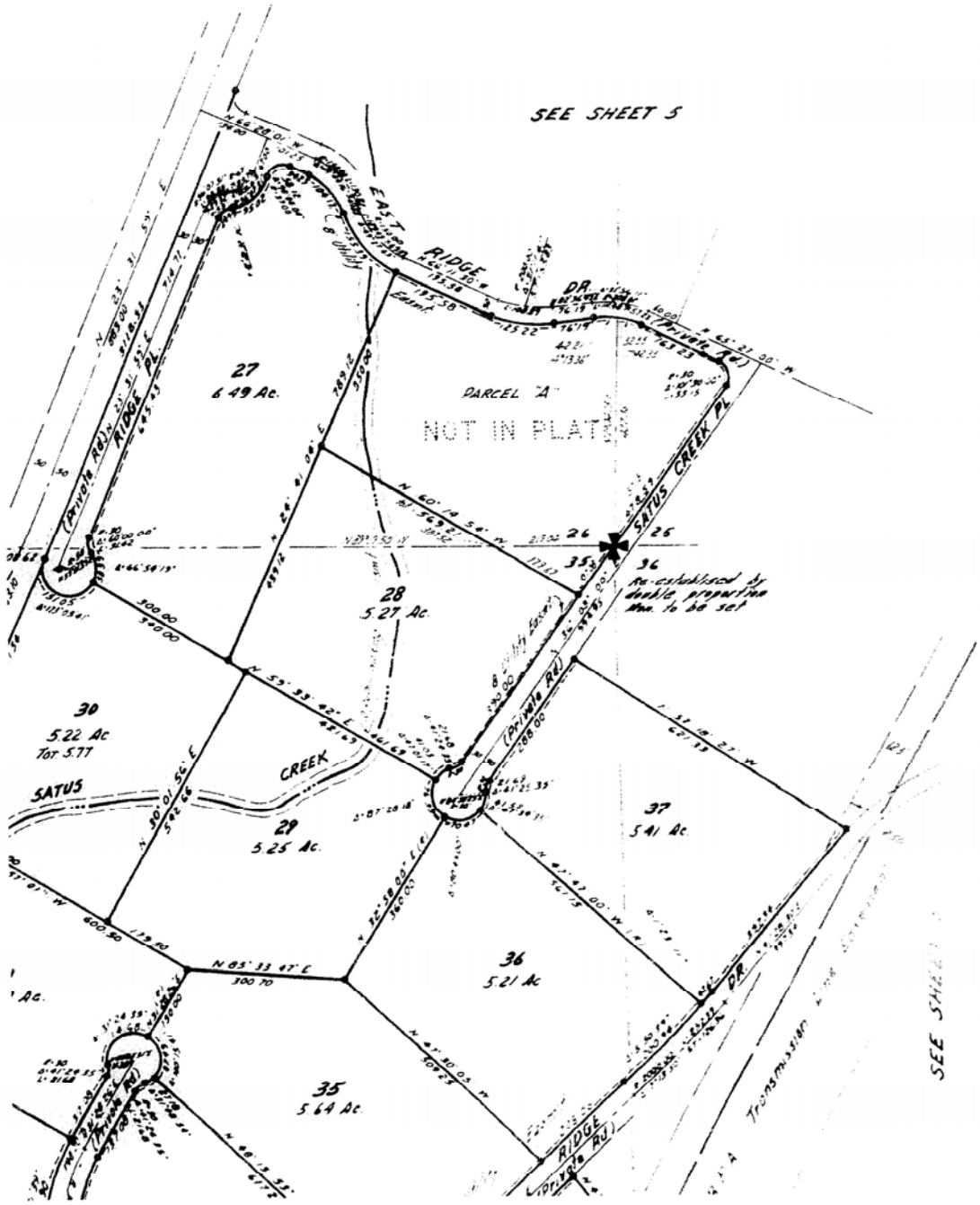
SUNDOWN LAND SERVICES LTD

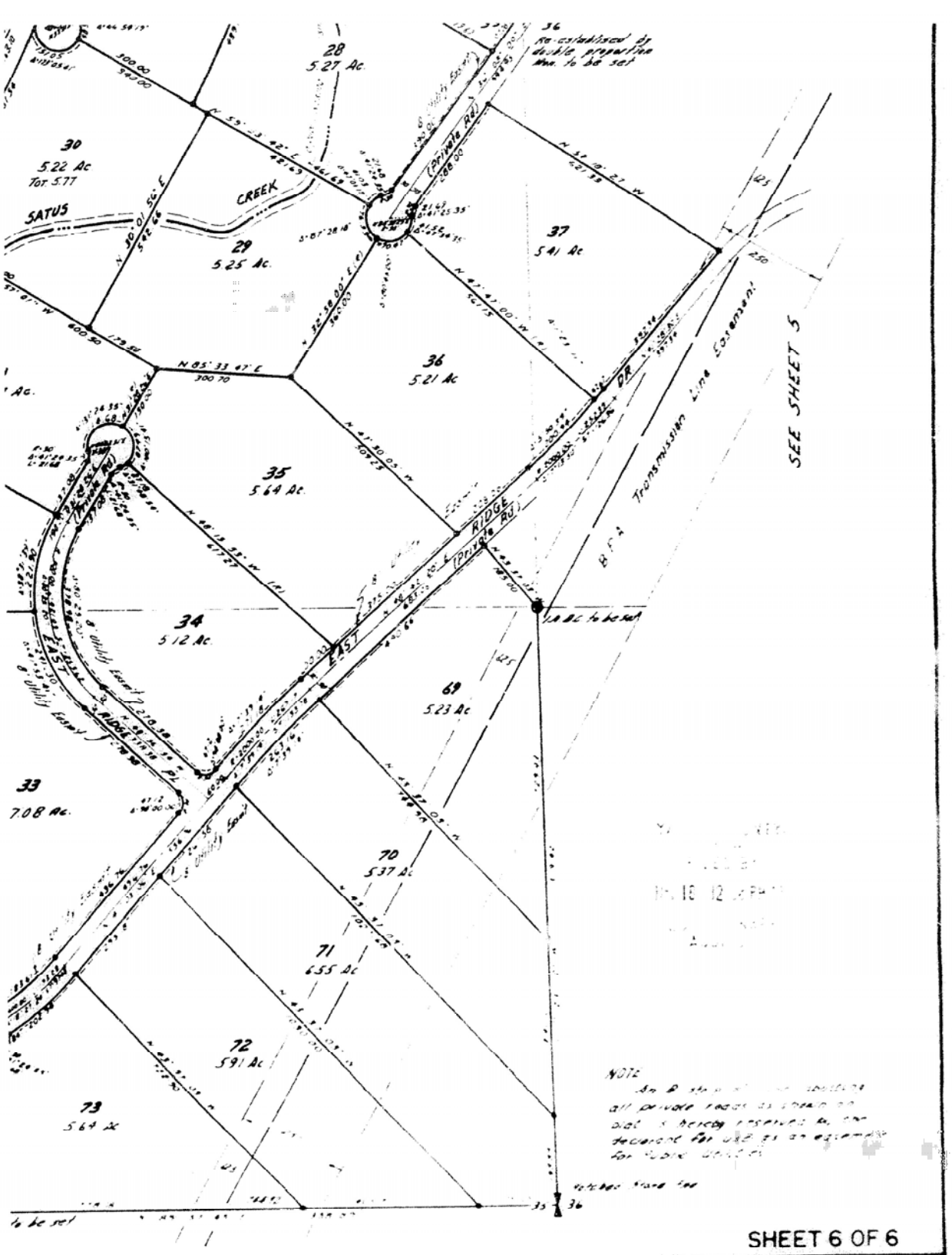
KROLL MAP COMPANY, INC.
SEATTLE

RANCH BLOCK 9

6,35 & 36, TWP. 8 N., R. 18 E., W.M.

MA COUNTY, WASHINGTON




28
5.27 Ac.
30
5.22 Ac
Tot. 5.77
SATUS
CREEK
29
5.25 Ac.
37
5.41 Ac
36
5.21 Ac
35
5.64 Ac.
34
5.12 Ac.
69
5.23 Ac
33
7.08 Ac.
70
5.37 Ac
71
6.55 Ac
72
5.91 Ac
73
5.64 Ac
RIDGE RD
EAST
B.P.A. Transmission Line Easement
SEE SHEET 5
SHEET 6 OF 6