CHICAGO TITLE INSURANCE COMPANY

Guarantee No.: 7493-1-YC26-222806-FID-2026.7208647-236459288

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: _____
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.: YC26-222806-FID

Policy No.: 7208647-236459288

Date of Policy: June 8, 2026 at 08:00 AM

Amount of Insurance: $12,113.37

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:

   Sarah Rothe Maes and American Marine Bank Trust Department, Co-Trustees of the Sarah Maes Trust established under the Will of Donn L. Rothe executed December 31, 1992, and the codicil thereto

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.: YC26-222806-FID **Policy No.:** 7208647-236459288

EXHIBIT A

DESCRIPTION

Lot 16, SUNSET CREST HOMESITES, recorded in Volume "N" of Plats, Page 17, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

Office File No.: YC26-222806-FID **Policy No.:** 7208647-236459288

SCHEDULE B

SPECIAL EXCEPTIONS:

1. Local district assessments and/or charges due the City of Yakima. In the amount of 978.88, plus interest and penalty.

2. Charges which may be due to the Sunset Crest Homesites.

3. 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): 181321-32415,

   b. According to the Yakima County Assessor's Office, the address for the property described in Exhibit A of our Commitment is 8 Shamrock Dr W, Yakima, WA 98908.

   c. Location Information: The Northeast Corner which is approximately 350 ft South of the intersection of Summitview Ave and Shamrock Dr, Yakima Washington.

   d. Address of Owners or Heirs:

      Sarah Katherine Maes - 481 Buckboard Ln, Ellensburg, WA 98926

   e. The legal description in this report is based upon Deed recorded under Auditor's File Number 7091857

   f. Last Excise Affidavit Number: 315386

   g. The vesting is a result of Fiduciary Deed recorded under Auditor's File Number 7091857.

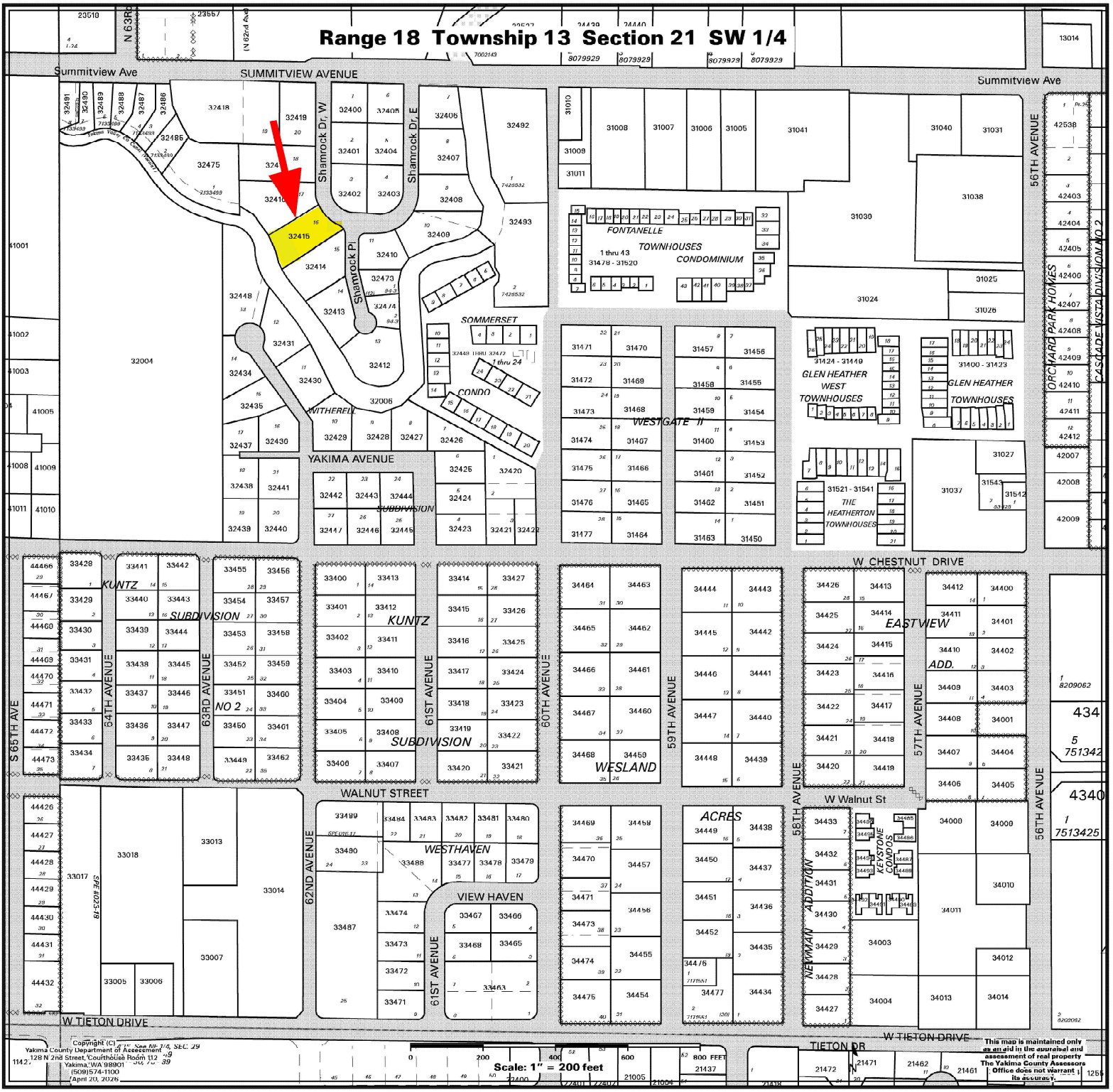
   h. Address of Lienholders:

      City of Yakima - 129 N 2nd St, Yakima, WA 98901

      Sunset Crest Homesites - 105 Shamrock Dr E, Yakima, WA 98908

SCHEDULE B
(Continued)

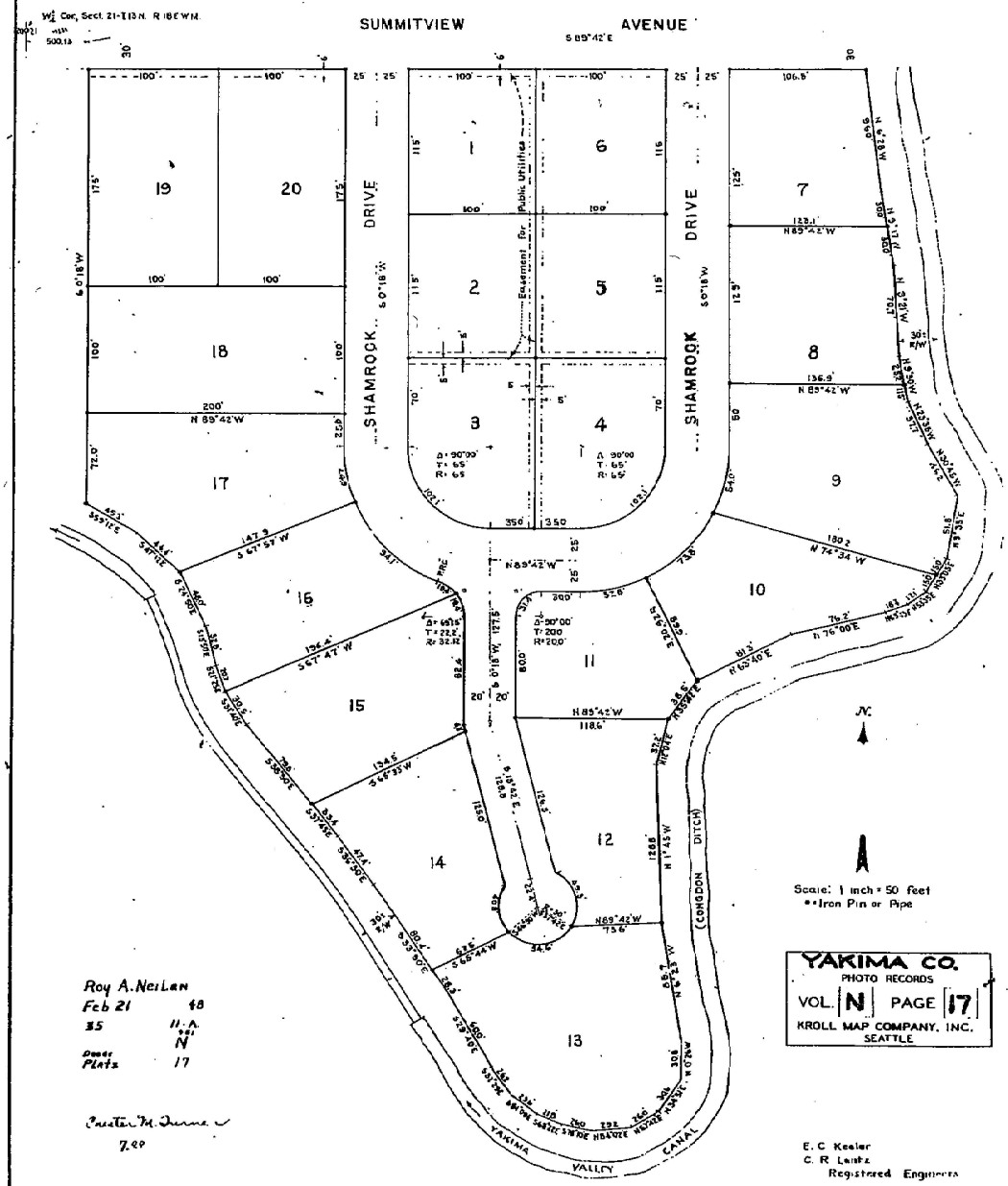
The Amended report is being issued to amend the following:
Schedule A: None
Schedule B: Amending #1 & #2
Notes: Amending h


Range 18 Township 13 Section 21 SW 1/4
Summitview Ave
SUMMITVIEW AVENUE
Shamrock Dr, W
Shamrock Dr, E
Shamrock Pl
56TH AVENUE
FONTANELLE
TOWNHOUSES
CONDOMINIUM
1 thru 43
31478 - 31520
SOMMERSET
1 thru 24
CONDO
WITHERELL
YAKIMA AVENUE
SUBDIVISION
WESTGATE II
GLEN HEATHER
WEST
TOWNHOUSES
GLEN HEATHER
TOWNHOUSES
THE
HEATHERTON
TOWNHOUSES
ORCHARD PARK HOMES
CASCADE VISTA DIVISION NO 2
W CHESTNUT DRIVE
KUNTZ
SUBDIVISION
KUNTZ
SUBDIVISION
NO 2
WESLAND
EASTVIEW
ADD.
S 65TH AVE
64TH AVENUE
63RD AVENUE
61ST AVENUE
60TH AVENUE
59TH AVENUE
57TH AVENUE
WALNUT STREET
WESTHAVEN
VIEW HAVEN
62ND AVENUE
61ST AVENUE
ACRES
NEWMAN
ADDITION
KEYSTONE
CONDOS
58TH AVENUE
56TH AVENUE
W Walnut St
W TIETON DRIVE
TIETON DR
Scale: 1" = 200 feet
Copyright (C)
Yakima County Department of Assessment
128 N 2nd Street, Courthouse Room 112
Yakima, WA 98901
(509)574-1100
April 20, 2026
This map is maintained only as an aid in the appraisal and assessment of real property. The Yakima County Assessor's Office does not warrant its accuracy.

N-17

SUNSET CREST HOMESITES

A Portion of the NW¼ SW¼
Section 21, T. 13 N., R. 18 E. W.M.
January 1948



Roy A. Neilan
Feb 21 48
35 N.A.
Plats 17

Chester M. Jones
7.29

E. C. Keeler
C. R. Lantz
Registered Engineers

YAKIMA CO.
PHOTO RECORDS
VOL. N PAGE 17
KROLL MAP COMPANY, INC.
SEATTLE

—DEDICATION—

KNOW ALL MEN BY THESE PRESENTS That we, J. W. Sturgis and Margaret Sturgis, husband and wife, are the owners, and Roy A. Neilan and Ruth M. Neilan, husband and wife, are contract purchasers of a tract of land situate in Yakima County, Washington, described as follows:

That part of the northwest quarter of the southwest quarter of Section 21, Township 13 North, Range 18 East, W.M., lying north and west of the Yakima Valley Canal, EXCEPT the west 500.13 Feet thereof, measured along the north line of said subdivision- That we have caused same to be surveyed and platted into streets and lots, under the designated name of SUNSET CREST HOMESITES, as shown on the annexed plat, and we do hereby dedicate our interests in the streets as shown on said plat to the use of the public, in accordance with the statutes of the State of Washington, in such cases made and provided, and we hereby reserve easements for public utilities over and across certain lots as shown on said plat.

IN WITNESS WHEREOF we have executed these presents this 4th day of February 1948.

J. W. Sturgis
Margaret Sturgis

Roy A. Neilan
Ruth M. Neilan

—ACKNOWLEDGMENT—

State of Washington } S.S
County of Yakima }

On this 4th day of February, 1948, personally appeared before me J. W. Sturgis and Margaret Sturgis, husband and wife, and Roy A. Neilan and Ruth M. Neilan, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned

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

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

I HEREBY CERTIFY that all taxes on the above described property are paid up to and including the year 1948

C. S. Cole
County Treasurer

APPROVED BY the Planning Commission of the City of Yakima, this 14th day of January 1948

Chairman of Commission

APPROVED BY the County Engineer of Yakima County, Washington, this . day of . 1948.

County Engineer

APPROVED BY the Board of County Commissioners, Yakima County, Washington, this 14th day of January 1948

Chairman of Board

Approved by the Yakima County Planning Commission, on this 17th day of July, 1948.

Chairman of Board