

Guarantee No.: 7493-1-198147-2020.7208647-220028387

**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.

Countersigned:

By: Yvonne Munson
Authorized Officer or Agent
Yvonne Munson
Fidelity Title Company
117 N 4th St
Yakima, WA 98901
Tel: 509-248-6210
Fax: 509-248-2048



CHICAGO TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "M. Fin", written over a horizontal line.

President

Attest:

A handwritten signature in black ink, appearing to read "Majorie Kemzua", written over a horizontal line.

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.

**AMENDED
LITIGATION/TRUSTEE'S SALE/
CONTRACT FORFEITURE GUARANTEE**

SCHEDULE A

Rate Code NONE	State 48	City 077	Property Type 10	Parcel # 191109-31407
Office File Number 198147	Policy Number 7208647 220028387	Date of Policy June 18, 2020 at 8:00AM	Amount of Insurance \$6,425.87	Premium \$400.00

1. Assured:

YAKIMA COUNTY TREASURER

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

A Fee

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

WALTER L. NEWTON, as his separate estate

4. The land referred to in this Guarantee is situated in the State of Washington, County of **Yakima**, and is described as follows:

Lot 2 of Short Plat recorded under Auditor's File Number 7002134, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

SCHEDULE B

File Number: **198147**

Policy Number: **7208647 220028387**

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

1. Charges or assessments which may be due the Wapato Irrigation Project for construction, and/or operation and maintenance, in the amount \$519.36.
2. Voluntary Compliance Agreement, and the terms and conditions thereof, recorded April 18, 2008, under Auditor's File Number 7608126.
3. Certificate of Public Nuisance, and the terms and conditions thereof, recorded March 9, 2017, under Auditor's File Number 7939117.
4. Judgment against Walt Newton, a single person, and in favor of Robert Beggs, a single person, in the amount of \$877.50, plus cost and interest as entered November 9, 2012, Judgment Number 12-9-04516-4, Yakima County Superior Cause Number 12-2-03723-9. Attorney for Judgment Creditor: James K. Adams and Wagner, Luloff & Adams, PLLC.
5. Transcript of District Court against Walter L. Newton and Jane Doe, husband and wife, in favor of Evergreen Financial Services Inc., rendered December 27, 2108, in the amount of \$812.99. Said transcript filed March 17, 2020 in Yakima County, Yakima County Superior Court Cause Number 20-2-00934-39. Attorney for Judgment Creditor: Jason L. Woehler.
6. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.
7. 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.
8. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
9. 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.
10. The Amended Litigation Guarantee is being issued to amend Paragraph 1.

FIDELITY TITLE COMPANY agent for
CHICAGO TITLE INSURANCE COMPANY

Countersigned

Yvonne Munson

Yvonne Munson, Authorized Signatory
jb/06-21-20/jr/06-24-20

SCHEDULE B - PART I
(Continued)

File Number: **198147**

Policy Number: **7208647 220028387**

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

INFORMATION FOR THE ASSURED

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, the forfeiture of a real estate contract pursuant to RCW 61.30, or 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 it 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 the Guarantee but prior to the issuance of the Endorsement.
3. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the 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, the date of any sale of the premises, recording of a Declaration of Forfeiture of a Real Estate Contract, trustee's sale or deed in lieu thereof.
4. The Address of the Property is: **250 O'Kelly Lane, Wapato, Washington 98951**
5. Location Information: From the Northwest corner on OKelly Lane West approximately 1326 feet to intersect with Ashue Rd.
6. Address of Owners or Heirs:
 - a. **250 O'Kelly Lane, Wapato, Washington 98951**
7. The vesting is a result of Deed recorded under Auditor's File Number 8001394.
8. Legal description in this report is based upon Deed recorded under Auditor's File Number 8001394.
9. Last Excise Affidavit Number: **E002673**

SCHEDULE B - PART I
(Continued)

File Number: **198147**

Policy Number: **7208647 220028387**

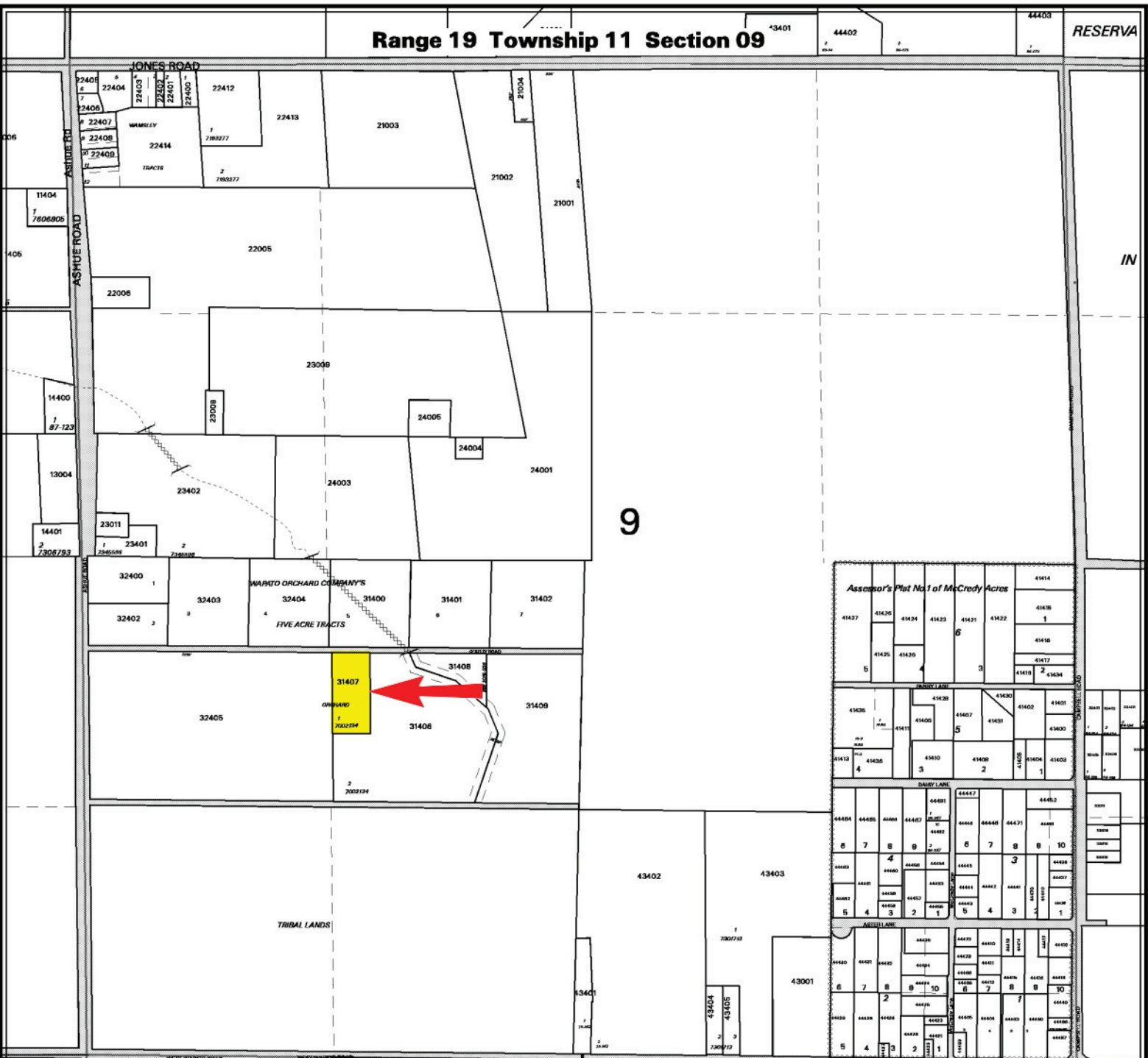
10. Address of lienholders

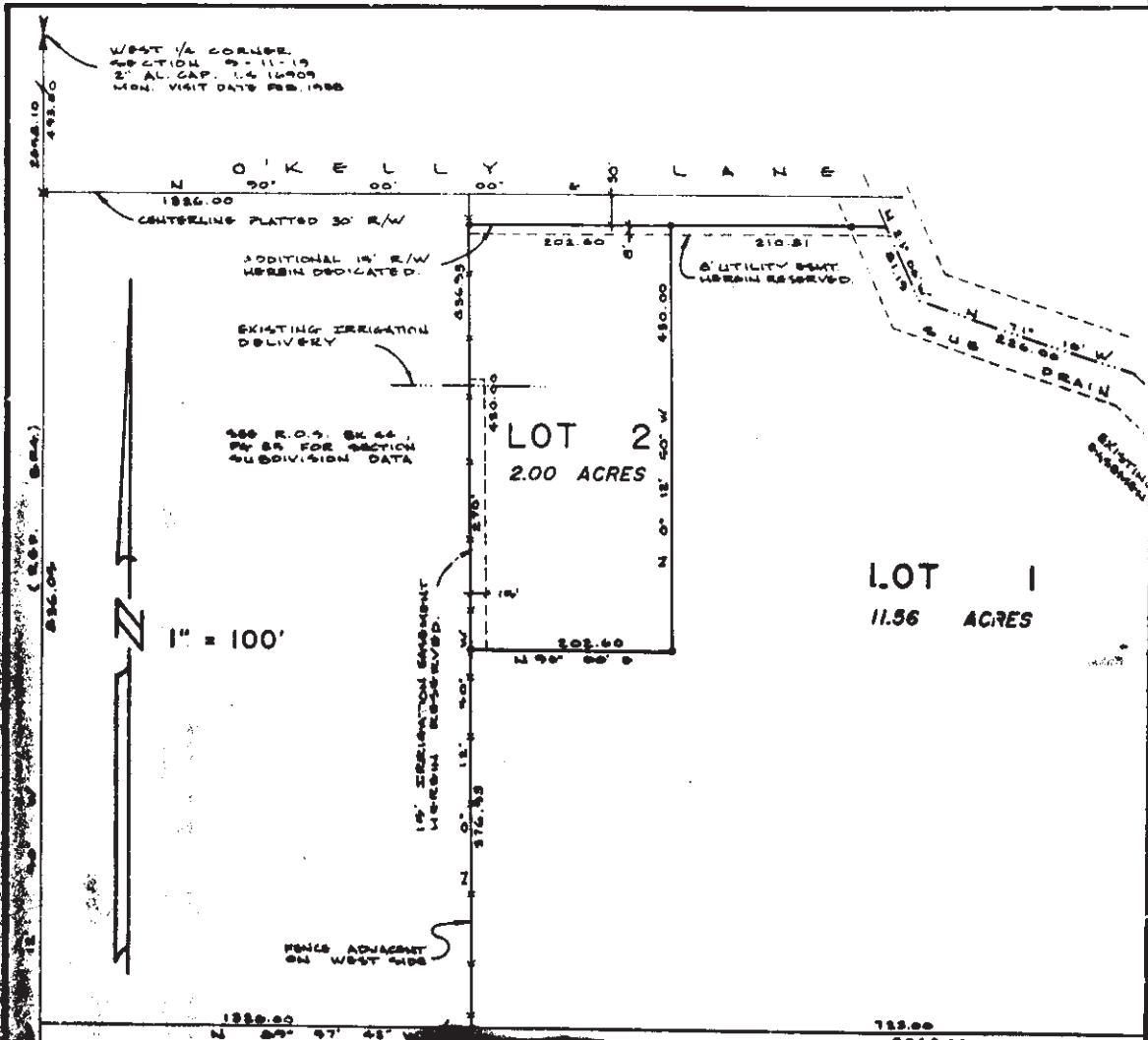
- a. Wapato Irrigation Project, P.O. Box 220, Wapato, Washington 98951
- b. Yakima County Public Services, 128 N. 2nd Street, Room 400, Yakima, Washington 98901
- c. Wagner Luloff & Adams, 2010 W. Nob Hill Blvd., Ste. 2, Yakima, Washington 98902
- d. Evergreen Financial Services, Inc., P.O. Box 9073, Yakima, Washington 98909

Range 19 Township 11 Section 09

RESERVA

9





AF# 1002134

4" CORNER
SECTION 9 - 11-19
LIMBARKO GRAVE
24' 0" 0" 11-11-92
MON. VISIT DATE 1-97

ALL LOTS WITHIN THIS PLAT HAVING MORE THAN TEN ACRES OR MORE SHALL MAINTAIN BUILDINGS SETBACK OF 100 FEET FROM THE ADJOINING FARMING ACTIVITY UNTIL SUCH TIME AS THE FARMING ACTIVITY EXISTS FOR A PERIOD OF ONE YEAR OR MORE.

PURCHASERS AND LESSEES ARE HEREBY NOTIFIED THAT THIS SHORT PLAT IS SITUATED IN AN AGRICULTURAL AREA AND IS THEREFORE SUBJECT TO NOISE, DUST, SMOKE, ODORS, AND THE APPLICATIONS OF CHEMICALS RESULTING FROM AGRICULTURAL PRACTICES ASSOCIATED WITH NEARBY AGRICULTURAL USES.

PURCHASERS AND LESSEES ARE HEREBY NOTIFIED THAT LOT 1 HAS NOT BEEN FURNISHED WITH A SOURCE OF POTABLE WATER AT THE TIME OF APPROVAL OF THIS PLAT. THE OWNERS SHOWN HEREON INTEND FOR LOT 1 TO BE FURNISHED WITH AN INDIVIDUAL WELL. IT IS THE RESPONSIBILITY OF THE OWNERS AND/OR PURCHASERS TO PROVIDE THE NECESSARY PERMITS AND APPROVALS FOR POTABLE WATER.

PURCHASERS AND LESSEES ARE HEREBY NOTIFIED THAT LOTS 1 AND 2 WITHIN THIS PLAT ARE SUBJECT TO DISTRICT (YHD) STANDARDS FOR INSTALLATION OF ON-SITE SEWAGE DISPOSAL AND DOMESTIC WATER SUPPLY. THESE STANDARDS WERE NOT EVALUATED BY YHD PRIOR TO PLAT APPROVAL. PERMITS OR APPROVALS FROM YHD MUST BE OBTAINED PRIOR TO SEWAGE OR WATER SYSTEM DEVELOPMENT IF SEWAGE OR WATER SYSTEM DEVELOPMENT IS SEWAGE.

THE OWNERS SHOWN HEREON, THEIR GRANTEES AND ASSIGNEES IN INTEREST HEREBY COVENANT AND AGREE TO MAINTAIN AND PROTECT ANY SURFACE WATER GENERATED WITHIN THE PLAT ON-SITE. ANY NATURAL DRAINAGEWAYS MUST NOT BE ALTERED OR OBSTRUCTED. YAKIMA COUNTY HAS IN PLACE AN URBAN AND RURAL ADDRESSING SYSTEM. STREET NAMES AND NUMBERS FOR THIS PLAT ARE ISSUED BY THE YAKIMA COUNTY PUBLIC WORKS DEPARTMENT UPON ISSUANCE OF AN APPROVED BUILDING PERMIT.

THIS MAP COULD BE IN THE
DIRECTION IN
RECORDING A
NOTES
1. O DENOTE
2. X DENOTE
3. O DENOTE
4. - - - -
5. SURVEY P
BRATED C

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 19th DAY OF MARCH 1997
SHORT PLAT NO. 7002134 RECORDS OF YAKIMA COUNTY, WASH.
Doug Cochran, County Auditor J. Bonnett
COUNTY AUDITOR BY DEPUTY

LEGAL DESCRIPTION

ALL THAT PORTION OF THE ORCHARD SHOWN ON THE PLAT OF WAPATO ORCHARD COMPANY'S FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "H" OF PLATS, PAGE 19, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH-WEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 18, E.W.M. THENCE SOUTH 0° 20' WEST 508 FEET TO THE SOUTH LINE OF O'KELLY ROAD, THENCE SOUTH 89° 33' EAST 1328 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 0° 20' WEST 823 FEET TO THE SOUTH LINE OF SAID PLAT, THENCE SOUTH 89° 28' EAST ALONG SAID SOUTH LINE 719 FEET TO THE CENTERLINE OF AN EXISTING DRAIN, THENCE NORTHERLY ALONG SAID DRAIN CENTERLINE TO THE SOUTH LINE OF O'KELLY ROAD, THENCE NORTH 89° 33' WEST TO THE TRUE POINT OF BEGINNING.

DEDICATION AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS THAT ROLAND S. ROBERTS AND VERNA ROBERTS ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SHORT PLATTED AS SHOWN HEREON, DO HEREBY DEDICATE THE RIGHTS-OF-WAY SHOWN HEREON AS PUBLIC DEDICATION TO THE USE OF THE PUBLIC, DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST YAKIMA COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

Roland Roberts 1-24-1997 Verna Roberts 1-24-1997
 ROLAND S. ROBERTS DATE VERNA ROBERTS DATE

ACKNOWLEDGEMENT

STATE OF WASHINGTON
 COUNTY OF YAKIMA

BEFORE ME, ON THE ABOVE DATES, PERSONALLY APPEARED ROLAND S. ROBERTS AND VERNA ROBERTS, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AND USES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

Jim Bell
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 RESIDING AT Bellevue

JIM BELL
 STATE OF WASHINGTON
 NOTARY PUBLIC
 COMMISSION EXPIRES
 DEC. 21, 1999

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON DATE OF THIS CERTIFICATION HAVE BEEN PAID.

DATED THIS 26 DAY OF January 1997
 BY Spice Anson OFFICE OF YAKIMA COUNTY TREASURER

IRRIGATION DISTRICT APPROVAL AND CERTIFICATION

THE PROPERTY DESCRIBED HEREON IS LOCATED WHOLLY OR IN PART WITHIN THE BOUNDARIES OF THE WAPATO IRRIGATION PROJECT. I HEREBY CERTIFY THAT THE EASEMENTS ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THIS SHORT PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I ALSO CERTIFY THAT THE IRRIGATION EASEMENTS ARE ADEQUATE TO TRANSMIT IRRIGATION WATER THROUGH THIS SHORT PLAT TO OTHER ADJACENT LAND ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY:

- ✓ THAT THIS SHORT PLAT COMPLY WITH THE IRRIGATION DISTRIBUTION FACILITIES IN ADEQUATE WITH THE DISTRICT'S REQUIREMENTS HAVE BEEN MADE FOR COMPLETED IRRIGATION DISTRIBUTION FACILITIES
- ✓ THE EXISTING IRRIGATION DISTRIBUTION FACILITY IS ADEQUATE TO MEET THIS REQUIREMENT
- ✓ 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, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 IS/ARE, IN WHOLE OR IN PART, NOT ENTITLED TO WATER RIGHTS UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT

I ALSO CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID THROUGH Dec. 31 1996.

BY Roger Henderson, Acting Project Administrator WAPATO IRRIGATION PROJECT

APPROVALS

APPROVED BY THE YAKIMA COUNTY DIRECTOR OF PUBLIC WORKS
William E. M... DATE 3/8/97

APPROVED BY THE YAKIMA COUNTY SUBDIVISION ADMINISTRATOR
Carol E. J... DATE 2/12/97

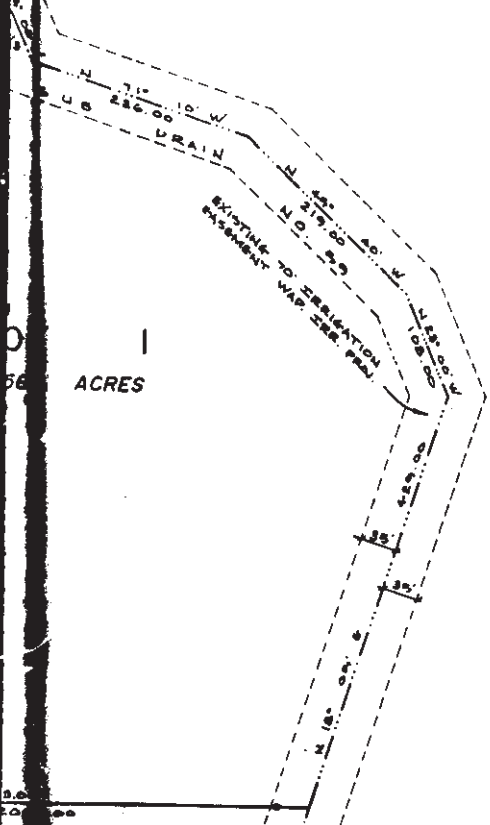
YAKIMA COUNTY PARENT PARCEL NUMBER 191109-31404
BELL & UPTON LAND SURVEYING
 315 NORTH 3RD STREET YAKIMA, WA 457-7656



SHORT PLAT
 PREPARED FOR
ROLAND ROBERTS
 880 O'KELLY LANE, WAPATO, WASHINGTON 98981
 IN THE NW 1/4, SW 1/4, SECTION 9-11-19
 JANUARY 10, 1997 JOB NO. 96151

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT OF 1975.

- NOTES
1. ○ DENOTES 1/2" PIN WITH CAP, STAMPED LS 18894, SET
 2. ✕ DENOTES CONCRETE NAIL WITH WASHER, STAMPED LS 18894, SET
 3. ○ DENOTES SURVEY MONUMENT FOUND AND ACCEPTED UNLESS NOTED.
 4. ———— DENOTES EXISTING FENCE LINE
 5. SURVEY PERFORMED WITH KERN THEODOLITE, LEITZ E. D. M. CALIBRATED CHAIN AND STANDARD FIELD TRAVERSE PROCEDURES.



OF 1 ACRES OR MORE SHALL MAINTAIN A RESIDENTIAL INTENT THROUGH SUCH TIME AS THE FARMING ACTIVITY CEASES TO
 AT SITUATED IN AN AGRICULTURAL AREA, AND THE LOTS CONTAINING OF CHEMICALS RESULTING FROM USUAL AND NOR-
 DELIVERED WITH A SOURCE OF POTABLE DOMESTIC WATER HEREIN INTEND FOR LOT 1 TO BE FURNISHED WITH AN INCH WATER TO PROVIDE THE INTENDED SOURCE OF
 WITH THIS PLAT ARE SUBJECT TO YAKIMA HEALTH DEPARTMENT AND DOMESTIC WATER SUPPLY SYSTEMS. THE LOTS APPROVALS FROM YHD MUST BE OBTAINED BEFORE ANY
 THESE COVENANT AND AGREE TO RETAIN ALL RIGHTS AND INTERESTS MUST NOT BE ALTERED OR IMPEDED.
 STREET NAMES AND NUMBERS FOR LOTS WITHIN THIS SHORT PLAT MUST BE OBTAINED BEFORE ANY CONSTRUCTION OF AN APPROVED BUILDING PERMIT.