



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000021209

Liability: \$ 64,000.00

Fee: \$ 560.00

Order No.: 24-35487-VTE

Dated: August 14, 2024

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

GUARANTEES

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC
Company Name

201 W. North River Drive
Suite 205
Spokane, WA 99201
City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
 - (b) "public records": those records which impart constructive notice of matters relating to said land;
 - (c) "date": the effective date;
 - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
 - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
 - (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
 - (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability – Payment of Loss** –
 - (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
 - (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
 - (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
 - (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.
No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

WA Litigation Guarantee

LITIGATION GUARANTEE

Issued by
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 24-35487-VTE

Date of Guarantee: August 14, 2024

Amount of Liability: \$64,000.00

Total: \$610.4

Guarantee No.: 000021209

Premium: \$560.00

Sales Tax: \$50.40

1. Name of Assured:
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
Fee
3. Title to said estate or interest at the date hereof is vested in:
Anthony J. Reynolds, an unmarried person, who acquired title by Quit Claim Deed recorded August 27, 2003 under Auditors No. 4952386
4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:
See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

SCHEDULE B

Order Number: 24-35487-VTE

Guarantee No.: 000021209

GENERAL EXCEPTIONS FROM COVERAGE

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the public records.
3. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
4. Extended coverage exceptions as follows:
 1. Rights or claims of parties in possession not shown by the public records.
 2. Easements, claims of easement or encumbrances which are not shown by the public records.
 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: City of Spokane
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
12. Pending action in Spokane County:
Superior Court Cause No.: 24-2-01532-32
Being an action for: Foreclosure
Plaintiff: Spokane County
Defendant: Anthony J. Reynolds

WA Litigation Guarantee

13. Judgment:

Against: Anthony Reynolds, a single man and Triple T Farms, Inc
In Favor Of: Gary Bruner
Amount: \$55,465.57
Filed: January 15, 2016
Case No.: 16-2-00193-3
Attorney: Stamper Rubens, P.S.

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

14. A Lis Pendens of said action was recorded on June 27, 2024 under Recording No. 7357338.

15. Reservations contained in Warranty Deed and the terms and conditions thereof:

Recorded: May 24, 1897
Recording No.: 15435 in the [official records](#)

16. Easement and Reservations contained in Deed and the terms and conditions thereof:

Recorded: December 6, 1955
Recording No.: 357759B in the [official records](#)

Partial Release of Easement and the terms and conditions thereof:

Recorded: January 12, 1981
Recording No.: 8101120304 in the [official records](#)

17. Terms and conditions of survey recorded December 8, 1980 under Recording Number 8012080046 in the [official records](#) .

18. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Reynolds Final City Short Plat File Z1200035FSP in the [official records](#) as recorded in Volume 27 of Short Plats, Page(s) 84-85, and any amendments thereto.

19. Easement and the terms and conditions thereof:

Grantee: The Washington Water Power Company
Purpose: Right of Way
Recorded: September 17, 1984
Recording No.: 8409170184 in the [official records](#)

20. Easement and the terms and conditions thereof:

Purpose: Ingress and Egress
Recorded: September 24, 1991
Recording No.: 9109240236 in the [official records](#)

Note: This is as re-record of 9108010307

21. Road & Utility Maintenance Agreement and the terms and conditions thereof:

Recorded: November 13, 2012
Recording No.: 6147849 in the [official records](#)

End of Special Exception

WA Litigation Guarantee

Order Number: 24-35487-VTE

Guarantee No.: 000021209

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exception(s) to made defendants in said action to be brought by the plaintiff, are as follows:

Stamper Rubens, P.S.
Gary Bruner 509-326-4891
720 W Boone Ste 200
Spokane, WA 99201

2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review
Spokane Valley News Herald
Cheney Free Press

WA Litigation Guarantee

EXHIBIT A

Order Number: 24-35487-VTE

Guarantee No.: 000021209

PROPERTY DESCRIPTION:

LOT D OF REYNOLDS FINAL CITY SHORT PLAT, Z1200035FSP, RECORDED IN BOOK 27 OF SHORT PLATS, PAGES 84 - 85, RECORDS OF SPOKANE COUNTY;

SITUATE IN CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON

FILED

JAN 15 2016

**Timothy W. Fitzgerald
SPOKANE COUNTY CLERK**

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

GARY BRUNER,)
)
 Plaintiff,) NO. **16200193-3**

v.)
)
) JUDGMENT

JAMES DENTON and KAREN DENTON,)
 husband and wife; ANTHONY REYNOLDS)
 a single man; and TRIPLE T FARMS, INC., a)
 Washington corporation,)
)
) Defendants.)

THIS MATTER came before the Court on the presentation by Gary Bruner, Plaintiff, of a judgment for money due by James Denton, Karen Denton, Anthony Reynolds, and Triple T Farms, Inc. The judgment was presented pursuant to RCW 4.60.070 and based on Defendants' Confession of Judgment attached as Exhibit "A" and incorporated herein by this reference.

Based on the Confession of Judgment, the Court enters Judgment, joint and severally, against Defendants in favor of Plaintiff as follows:

1. Principal Amount - \$55,465.57; and
2. Post-judgment interest at 9% per annum.

//

JUDGMENT: 1




S T A M P E R R U B E N S , P . S .
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA, 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

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DONE IN OPEN COURT THIS 15th day of January, 2016.



JUDGE/COURT COMMISSIONER

STEVEN N. GROVDAHL
COURT COMMISSIONER

Presented By:
STAMPER RUBENS, P.S.


By: _____
MICHAEL H. CHURCH, WSBA #24957
HAILEY L. LANDRUS, WSBA #39432
Attorneys for Plaintiff

H:\Clients\Bruner, Gary\Pleadings\PN, COJ, J, JS\Judgment.docx



Exhibit A

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

GARY BRUNER,)
)
 Plaintiff,) NO. 16200193-3
)
)
 v.) CONFESSION OF JUDGMENT
)
 JAMES DENTON and KAREN DENTON,)
 husband and wife; ANTHONY REYNOLDS)
 a single man; and TRIPLE T FARMS, INC., a)
 Washington corporation,)
)
 Defendants.)

Defendants, JAMES DENTON, KAREN DENTON, ANTHONY REYNOLDS, and TRIPLE T FARMS, INC., confess judgment in favor of Plaintiff GARY BRUNER, in the principal amount of \$55,465.57 plus interest which shall accrue at the rate of nine percent (9%) per annum, and authorize the Court to enter judgment in favor of the Plaintiff.

This Confession of Judgment is for money due or to become due as shown by the following facts:

On June 1, 2015, Plaintiff loaned monies to Defendants in the amount of \$50,000.00 to be repaid within two months. Defendants failed to repay the monies as agreed.

As a result, Defendants have executed this Confession of Judgment and agree that this agreement shall secure payment of all current outstanding monies due and shall also secure any future debt incurred by Defendants to Plaintiff.



S T A M P E R R U B E N S, P. S.
ATTORNEYS AT LAW
720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

1 Accordingly, Defendants hereby confess judgment in favor of Plaintiff, in the amount of
2 \$55,465.57, plus interest.

3 Defendants agree that this Confession of Judgment is consent to entry of final judgment
4 and that there shall be no just reason for delay of entry. Defendants consent to jurisdiction and
5 venue in the County of Spokane, State of Washington.

6 Defendants, by signing this Confession of Judgment, agree that this Confession of
7 Judgment authorizes the entry of final judgment pursuant to RCW 4.60 et seq. There are no
8 defenses to entry of this Confession of Judgment.

9 Defendants make this Confession of Judgment in consideration of Plaintiff's forbearance
10 from proceeding with litigation against Defendants and others to recover the sums currently due
11 and owing.

12 Plaintiff shall file and record this Confession of Judgment. Upon filing and recording,
13 Plaintiff shall be entitled to execute on the same in the event that Defendants fail in any respect
14 to make payment to Plaintiff in a manner satisfactory to Plaintiff, which shall be determined in
15 the sole discretion of Plaintiff.

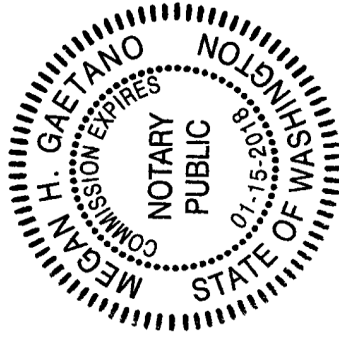
16 DATED this 14th day of January 2016.

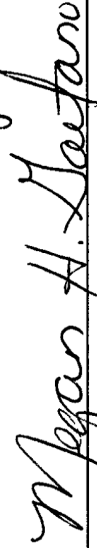
17 I, Defendant, JAMES DENTON, verify under oath that the above Confession of
18 Judgment is authorized by me and that the facts set out above are true and correct to the best of
19 my knowledge and belief.

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JAMES DENTON

SIGNED AND SWORN TO before me on this 14th day of January, 2016.




NOTARY PUBLIC in and for the State of
Washington, residing at: Spokane
My commission expires: 1/15/18



STAMPER RUBENS, P.S.
ATTORNEY AT LAW

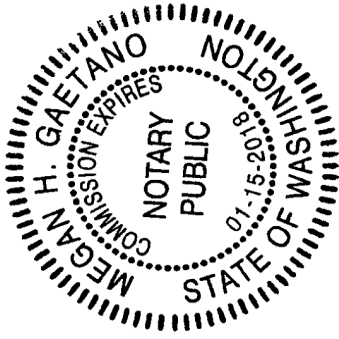
720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

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I, Defendant, KAREN DENTON, verify under oath that the above Confession of Judgment is authorized by me and that the facts set out above are true and correct to the best of my knowledge and belief.

Karen Denton
KAREN DENTON

SIGNED AND SWORN TO before me on this 14th day of January, 2016.

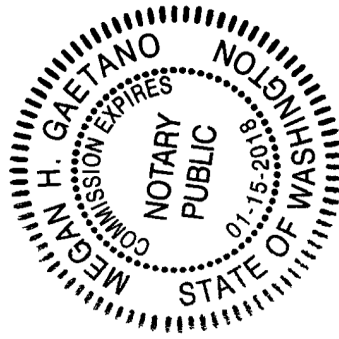


Megan H. Gaetano
NOTARY PUBLIC in and for the State of Washington, residing at: Spokane
My commission expires: 1/15/18

I, Defendant, ANTHONY REYNOLDS, verify under oath that the above Confession of Judgment is authorized by me and that the facts set out above are true and correct to the best of my knowledge and belief.

Anthony Reynolds
ANTHONY REYNOLDS

SIGNED AND SWORN TO before me on this 14th day of January, 2016.



Megan H. Gaetano
NOTARY PUBLIC in and for the State of Washington, residing at: Spokane
My commission expires: 1/15/18



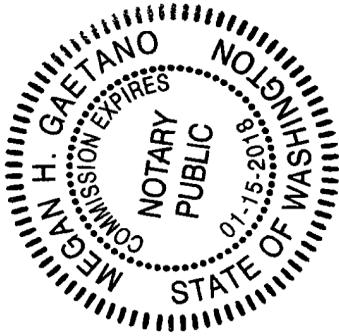
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DATED this 14 day of January 2016.

TRIPLE T FARMS, INC.

By: [Signature]
Its: Anthony J. Reynolds
PRES.

SIGNED AND SWORN TO before me on this 14th day of January, 2016.

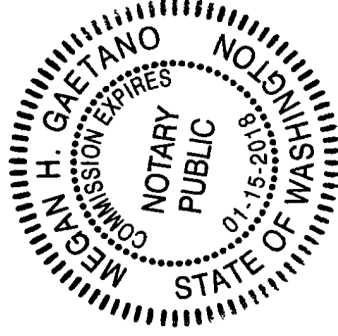


[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at: Spokane
My commission expires: 1/15/18

ANTHONY REYNOLDS is the President of TRIPLE T FARMS, INC. and verifies under oath that the above Confession of Judgment is authorized by TRIPLE T FARMS, INC. and that the facts set out above are true to the best of her knowledge and belief.

[Signature]
Print: Anthony J. Reynolds
President, Triple T Farms, Inc.

SIGNED AND SWORN TO before me on this 14th day of January, 2016.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at: Spokane
My commission expires: 1/15/18



STAMP ER RUBENS, P.S.
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

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Plaintiff, GARY BRUNER, assents to the entry of the above Confession of Judgment authorized by Defendants JAMES DENTON, KAREN DENTON, ANTHONY REYNOLDS, and TRIPLE T FARMS, INC.



GARY BRUNER

H:\Clients\Bruner, Gary\Pleadings\PN, COJ, I, JS\COJ.docx



STAMPFER RUBENS, P S
ATTORNEYS AT LAW

720 WEST BOONE, SUITE 200
SPOKANE, WA 99201
TELEFAX (509) 326-4891
TELEPHONE (509) 326-4800

DEED RECORD.

15435 WARRANTY DEED.

State of Washington, Spokane County, ss.

Filed the 24th day of May 1897
at 8 o'clock and 30 minutes a M., at request of
Belena Murphy

William G Pratt wife
TO

Belena Murphy

By Phil B. Becher
County Auditor.

Recorded on 3rd day of June 1897

By M J White
Deputy.

This Indenture, Made this 2nd day of April A. D. 1897, between
William G. Pratt and Rebecca Pratt <husband and wife>
parties of the first part,
and Belena Murphy

part y of the second part,
WITNESSETH, That the said parties of the first part for and in consideration of the sum of
thirteen hundred DOLLARS,
to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do hereby
grant, bargain, sell and convey, unto the said part y of the second part, his heirs and assigns, forever, all that
tract or parcel of land, lying and being in the County of Spokane, and State of Washington

and described as follows, to-wit:
Being <19> thirteen ^{more or less} acres of land situated in the N W 1/2
of the N E q. of the N E q. of Section <35> Tpt <28> Range <42>

<it is agreed between the parties of the first part and the party
of the second part that the parties of the first part reserve the
right of way through the land as used at present between
the main road and their house

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in any
wise appertaining, to the said part his of the second part, y heirs and assigns, forever. And the said
William G. Pratt and Rebecca Pratt
parties of the first part, for their heirs, executors and administrators, do covenant with the said part y
of the second part, his heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and
have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances:
<except a mortgage for seven hundred and fifty dollars
\$750.00 payable December 15th 1897, which the party of the 2nd
part assumes + agrees to pay.

and the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part y of the second
part, his heirs and assigns, against all persons lawfully claiming, or to claim, the whole or any part thereof, the said
parties of the first part will warrant and defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seals the day
and year first above written.

Signed, Sealed and Delivered in Presence of
Jas H. Dunham
W M McLeod

William G. Pratt (Seal)
Rebecca Pratt (Seal)
(Seal)
(Seal)

The State of Washington, County of Spokane, ss.
I, W. M. McLeod

a Notary Public in and for said County and State, do hereby
certify that on this 21st day of May A. D. 1897 personally appeared before me
William G. Pratt and Rebecca Pratt <his wife>
to me known to be the individual described in and who executed the within instrument, and ac-
knowledged that they signed and sealed the same as their free and voluntary act and deed,
for the uses and purposes therein mentioned.

W. M. McLeod
Notary Public
State of Washington
Commission expires
Nov. 18, 1900.

WITNESS my hand and official seal, the day and year in this certificate first above written.
W M McLeod
Notary Public.
Residing at Spokane Washington

This is to certify that I have compared the foregoing
and find same
instrument.
J H Dunham

357759B

- D E E D -

THIS INDENTURE, Made this 9th day of November, 1955,
 between THE WASHINGTON WATER POWER COMPANY, a corporation of the
 State of Washington, party of the first part, and THEODORE YEAGER
 and DOROTHY I. YEAGER, husband and wife, parties of the second
 part, WITNESSETH:

That the said party of the first part, for and in considera-
 tion of the sum of SEVEN HUNDRED DOLLARS (\$700) to it paid by the
 parties of the second part, receipt of which is hereby acknowledged,
 does by these presents convey and warrant unto the parties of the
 second part the following described real estate situate in the
 County of Spokane, State of Washington, to-wit:

That part of the Northeast Quarter of the Northeast
 Quarter of Section 35, Township 25 North, Range 42, E.W.M.
 in the City of Spokane, County of Spokane and State of
 Washington more particularly described as follows:

Beginning at a point 50 rods north of the southwest
 corner of the Northeast Quarter of the Northeast Quarter
 of said Section 35; thence east 317 feet; thence south
 350 feet; thence west 317 feet; thence north to the
 point of beginning, except all that part thereof within
 the following described strip of land:

Beginning at a point 1003.5 feet west of the
 northeast corner of the Northeast Quarter of said Section
 35; thence in a westerly direction on and along the north
 line of the Northeast Quarter of the Northeast Quarter
 of said Section to the Northwest corner of said quarter
 quarter section; thence in a southerly direction on and
 along the west line of said quarter quarter section a
 distance of 100 feet; thence in an easterly direction
 parallel with and 100 feet distant from, at right angles,
 to a line running south from the point of beginning;
 thence in a northerly direction a distance of 100 feet
 to the point of beginning.

ALSO:

That part of the Northeast Quarter of the Northeast
 Quarter of Section 35, Township 25 North, Range 42, E.W.M.,
 in the County of Spokane and State of Washington, described
 as follows:

Beginning at a point 293½ feet west and 100 feet
 south of the northeast corner of said Section 35; thence
 west 710 feet; thence south 290 feet; thence east 622
 feet; thence northeasterly to a point which is 193½ feet
 south of the point of beginning; thence north 193½ feet
 to the point of beginning.

Also: Beginning at a point on the westerly side of Thorp
 Road, 380 feet, measured at right angles, south of the

1% Excise Tax on Real Estate
 Sale Amt Pd \$ 7.25
 Date 12-6-55 No 68145
 Joe A. Sigward, Co. Treasr.
 By *[Signature]*

north line of said Northeast Quarter; thence south-
westerly along the northwesterly line of Thorp Road,
350 feet to a point; thence in a northwesterly direction
390 feet, more or less, to a point on the south line
of the north 380 feet of said Northeast Quarter of the
Northeast Quarter, which point is 155 feet east of the
west line of the Northeast Quarter of the Northeast
Quarter; thence east to the point of beginning.

Subject to right of way deed through the land
between the main road and the house, recorded in
Book 84 of Deeds, page 52.

SUBJECT TO easements, matters of record and public roads.

RESERVING unto the party of the first part the right to
construct, reconstruct, maintain, repair and operate transmission
lines or distribution lines over any part of the North ¹⁵⁰~~100~~ feet *off*
of said property.

AND the parties of the second part, for themselves, their
heirs, successors or assigns, hereby covenant, as a covenant to
run with the land, that no buildings of any kind whatsoever shall
be constructed on the North ¹⁵⁰~~100~~ feet of said tracts.

AND the parties of the second part further agree to pay the
1956 taxes on the said property, and should the party of the
first part pay the same, to reimburse the first party for said
payment upon demand.

AND the said party of the first part covenants and agrees
that it will, as soon as reasonably possible, obtain a release
of the above described property from the lien of the general
mortgage and the supplemental mortgages affecting all properties
of the said first party.

IN WITNESS WHEREOF the party of the first part has caused
this instrument to be executed by its officers thereunto duly
authorized, the day and year first above written.



THE WASHINGTON WATER POWER COMPANY

By *J. R. Royce*
Vice-President

Attest: *D. J. Lindsay*
Secretary

Description O. K.

Label
Engineering Dept.

W. W. P. Co.

Earl Baughman
Eng. Dept.



BY *L. W. Coffin*

STATE OF WASHINGTON)
COUNTY OF SPOKANE) SS.

On this 9th day of ~~October~~ ^{November}, 1955, before me, a Notary Public in and for the above named County and State, personally appeared J. E. E. Royer and B. J. LINDSAY, to me known to be the Vice President and Secretary, respectively, of THE WASHINGTON WATER POWER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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



E B Falkington
NOTARY PUBLIC for the State of Washington, residing at Spokane.

FILED FOR RECORD DEC 6 1955 AT 11 24 AM
REQUEST OF Theodore Yeager
FRANK J. GLOVER. SPOKANE/COUNTY AUDITOR

8101120304

PARTIAL RELEASE OF EASEMENT

This Indenture made this 5th day of January, 1981, between The Washington Water Power Company a corporation of the State of Washington, first party and Earline Zielinski a widow, second party, Witnessst:

Whereas by deed dated the 9th day of November, 1955, recorded December 6, 1955, in the office of the County Auditor, Spokane County, first party conveyed to Theodore Yeager and Dorothy J. Yeager, husband and wife the following described property of Spokane County:

That part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 25 North, Range 42, E.W.M. in the City of Spokane, County of Spokane and State of Washington more particularly described as follows:

Beginning at a point 80 rods north of the southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 35; thence east 317 feet; thence south 380 feet; thence west 317 feet; thence north to the point of beginning, except all that part thereof within the following described strip of land:

Beginning at point 1003.5 feet west of the northeast corner of the Northeast Quarter of said Section 35; thence in a westerly direction on and along the north line of the Northeast Quarter of the Northeast Quarter of said Section to the Northwest corner of said quarter quarter section; thence in a southerly direction on and along the west line of said quarter quarter section a distance of 100 feet; thence in an easterly direction parallel with and 100 feet distant from, at right angles, to a line running south from the point of beginning; thence in a northerly direction a distance of 100 feet to the point of beginning.

ALSO:

That part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 25 North, Range 42, E.W.M., in the County of Spokane and State of Washington, described as follows:

Beginning at a point 293½ feet west and 100 feet south of the northeast corner of said Section 35; thence west 710 feet; thence south 280 feet; thence

east 622 feet; thence northeasterly to a point which is $193\frac{1}{2}$ feet south of the point of beginning; thence north $193\frac{1}{2}$ feet to the point of beginning.

Also: Beginning at a point on the westerly side of Thorp Road, 380 feet, measured at right angles, south of the north line of said Northeast Quarter; thence southwesterly along the northwesterly line of Thorp Road, 350 feet to a point; thence in a northwesterly direction 390 feet, more or less, to a point on the south line of the north 380 feet of said Northeast Quarter of the Northeast Quarter, which point is 155 feet east of the west line of the Northeast Quarter of the Northeast Quarter; thence east to the point of beginning.

reserving as an easement the right to construct, reconstruct, maintain, repair and operate transmission lines over any part of the North 150 feet of said property and providing that no building of any kind whatsoever shall be constructed on the said North 150 feet of said tract; and

Whereas second party has acquired title to the above described property and desires to construct buildings on a portion of said North 150 feet or convey title to other parties who desire to construct such building; and

Whereas first party does not require all of the area included in such easement and so restricted and is willing to release part of said area from the easement and an additional part from the building restriction:

Now Therefore, in consideration of one dollar (\$1.00) and other valuable considerations, first party hereby releases its easement over the south 50 feet of such easement retaining and reserving its easement and rights over the North 100 feet of the property described above; and first party hereby releases from the building restriction a portion of the South 50 feet of the North 100 feet, reserved as an easement, to a line 25 feet South of the center line of first party's existing trans-

mission line and second-party, for herself, her heirs, successors or assigns, hereby covenants, as a covenant to run with the land, that no buildings of any kind whatsoever shall be constructed on the above described premises northerly of a line running parallel to and 25 feet south of the existing electric transmission line of first party.

IN WITNESS WHEREOF the parties have executed this agreement as of the date herein first written above.

THE WASHINGTON WATER POWER COMPANY

By D. L. Olson
Senior Vice President, Resources

Attest [Signature]
Assistant Secretary

Earline Zielinski
EARLINE ZIELINSKI

STATE OF WASHINGTON,)
) ss
County of Spokane)

On this 8th day of January, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

D. L. Olson and L. O. Falk
to me known to be the Senior Vice President ^{Resources} and Assistant Secretary, respectively, of The Washington Water Power Company the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



J. Richard Moffett
Notary Public in and for the State of Washington, residing at Spokane.

FILED OR RECORDED
REQUEST OF Dean, Schwenker & Keane
JAN 12 3 25 PM '81
VERNON W. DEAN, CLERK OF COURT
SPokane COUNTY, WASH.
DEPUTY
E. YOUNG

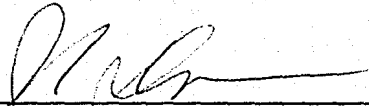
700

STATE OF WASHINGTON)
) ss
County of SPOKANE)

On this day personally appeared before me EARLINE ZIELINSKI to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she

signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of January , 19 81.



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



Survey Book 23
Page 49
8012080046

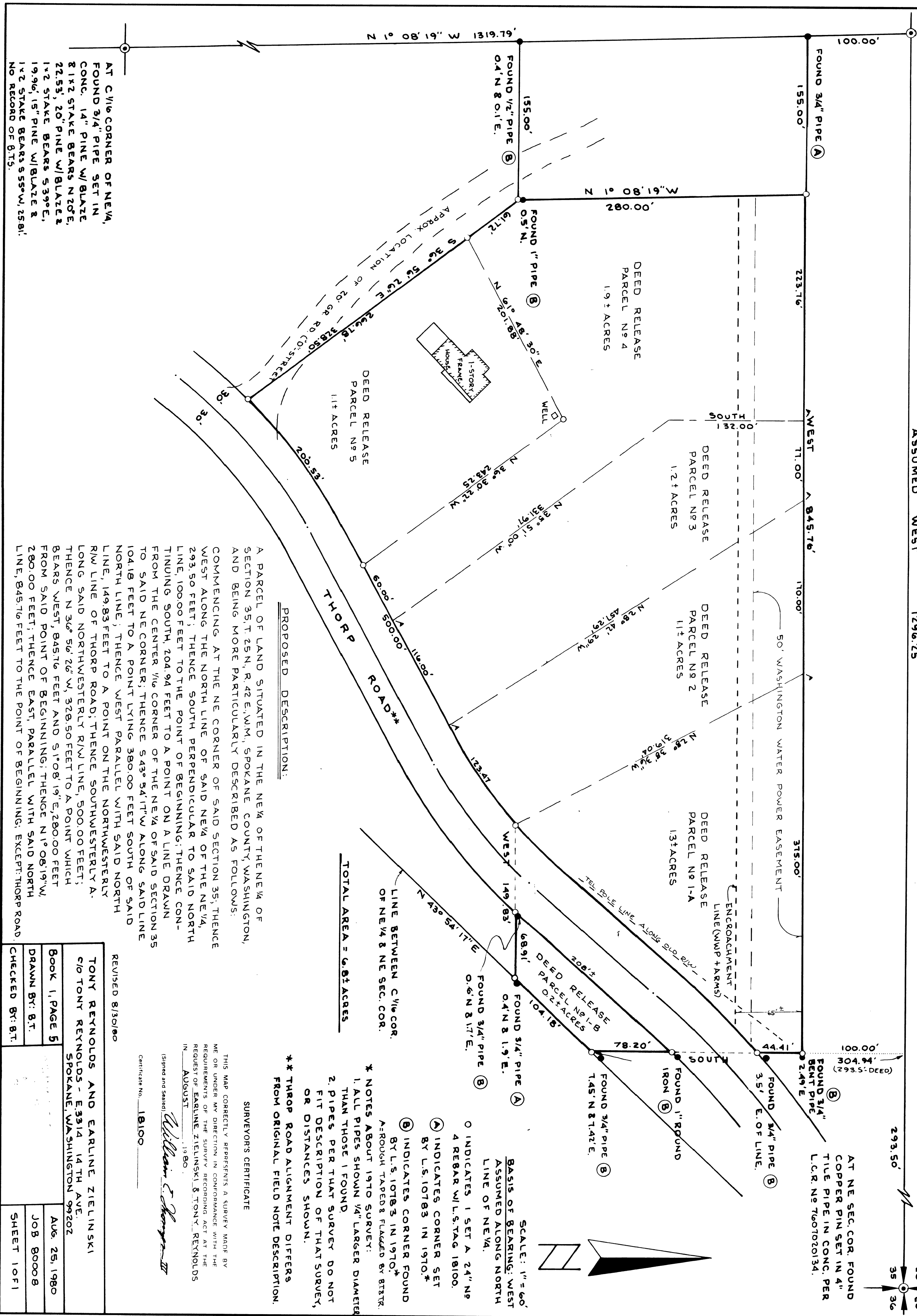
WILLIAM E. THOMPSON
Surveyor
Sept. 9 21 11 1993
10:00
K. M. M...
18100

AT N 1/4 CORNER OF NE 1/4
FOUND COPPER PIN SET IN
4" TILE PIPE IN CONC. - NO
RECORD.

ASSUMED WEST 1296.25'

26 25
35 36

AT NE SEC. COR. FOUND
COPPER PIN SET IN 4"
TILE PIPE IN CONC. PER
L.C.R. No 7607020134.



PROPOSED DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 35, T. 25 N., R. 42 E., W.M., SPOKANE COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NE CORNER OF SAID SECTION 35; THENCE WEST ALONG THE NORTH LINE OF SAID NE 1/4 OF THE NE 1/4, 293.50 FEET; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE, 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH, 204.94 FEET TO A POINT ON A LINE DRAWN FROM THE CENTER 1/4 CORNER OF THE NE 1/4 OF SAID SECTION 35 TO SAID NE CORNER; THENCE S 43° 54' 17" W ALONG SAID LINE 104.18 FEET TO A POINT LYING 380.00 FEET SOUTH OF SAID NORTH LINE; THENCE WEST PARALLEL WITH SAID NORTH LINE, 149.83 FEET TO A POINT ON THE NORTHWESTERLY R/W LINE OF THORP ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY R/W LINE, 500.00 FEET; THENCE N 36° 56' 26" W, 328.50 FEET TO A POINT WHICH BEARS WEST, 845.76 FEET AND S 1° 08' 19" E, 280.00 FEET FROM SAID POINT OF BEGINNING; THENCE N 1° 08' 19" W, 280.00 FEET; THENCE EAST, PARALLEL WITH SAID NORTH LINE, 845.76 FEET TO THE POINT OF BEGINNING; EXCEPT THORP ROAD.

TOTAL AREA = 6.81 ACRES

LINE BETWEEN C 1/4 COR. OF NE 1/4 & NE SEC. COR.

- SCALE: 1" = 60'
BASIS OF BEARING: WEST ASSUMED ALONG NORTH LINE OF NE 1/4.
- INDICATES 1 SET A 24" N.P. 4 REBAR W/ L.S. TAG 18100.
 - Ⓐ INDICATES CORNER SET BY L.S. 10783 IN 1970.*
 - Ⓑ INDICATES CORNER FOUND BY L.S. 10783 IN 1970.*
 - Ⓐ THROUGH TAPPED & FLAGGED BY B.T.T.R.
 - * NOTES ABOUT 1970 SURVEY:
1. ALL PIPES SHOWN 1/4" LARGER DIAMETER THAN THOSE I FOUND
 - 2. PIPES PER THAT SURVEY DO NOT FIT DESCRIPTION OF THAT SURVEY, OR DISTANCES SHOWN.
 - ** THORP ROAD ALIGNMENT DIFFERS FROM ORIGINAL FIELD NOTE DESCRIPTION.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF EARLINE ZIELINSKI & TONY REYNOLDS IN AUGUST 1980.

(Signed and sealed) *William E. Thompson*
Certificate No. 18100

REVISED 8/30/80

TONY REYNOLDS AND EARLINE ZIELINSKI	
C/O TONY REYNOLDS - E3314 14TH AVE.	
SPOKANE, WASHINGTON 99202	
Book 1, PAGE 5	AUG. 25, 1980
DRAWN BY: B.T.	JOB 80008
CHECKED BY: B.T.	SHEET 10 F1

NE 1/4, NE 1/4, S. 35, T. 25 N., R. 42 E. 2343

REYNOLDS FINAL CITY SHORT PLAT

FILE #Z1200035FSP

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON

PAGE 1 OF 2

REFERENCES

- R-1 SURVEY BY MELVIN TAGGART, PLS 8446, DATED JUNE 1999, RECORDED IN BOOK 87 OF SURVEYS, PAGE 78.
- R-2 SURVEY BY WILLIAM E. THOMPSON III, DATED AUGUST 1990, RECORDED AS DOCUMENT #9012000046.
- R-3 STATUTORY WARRANTY DEED, RECORDED JANUARY 21, 1981, AS DOCUMENT NO. 8101210063.
- R-4 DEED, RECORDED AS DOCUMENT NO. 3577598, RESERVES POWER LINE EASEMENT ACROSS NORTH 150' OF SUBJECT PARCEL.
- R-5 PARTIAL RELEASE OF EASEMENT, RECORDED AS DOCUMENT NO. 810120304 (RELEASES SOUTHERLY 50' OF EASEMENT RESERVED BY R-4, AND REVISES BUILDING RESTRICTION TO 25' SOUTH OF THE CL OF THE EXISTING POWER TRANSMISSION LINE).
- R-6 ELECTRICAL DISTRIBUTION LINE EASEMENT, RECORDED SEPTEMBER 17, 1984, AS DOCUMENT NO. 8409170184 (BLANKET EASEMENT ACROSS ENTIRE PLATTED AREA).
- R-7 INGRESS AND EGRESS EASEMENT OVER AND ACROSS THE ROAD COMMONLY REFERRED TO AS 'D STREET', RECORDED AUGUST 1, 1991, AS DOCUMENT NO. 9109240236.

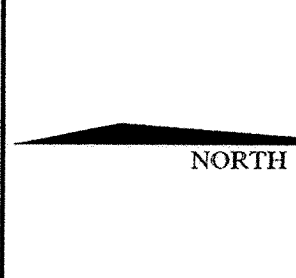
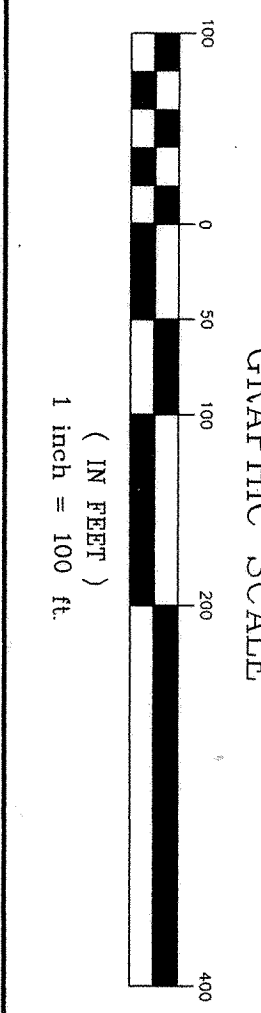
SURVEYOR'S NOTES

1. TWO SETS OF MONUMENTS FOUND ALONG THE EAST BOUNDARY OF THE PLAT ILLUSTRATE THE AMBIGUITY IN THE EXISTING LEGAL DESCRIPTION, WHICH CALLS FOR THE POINT OF BEGINNING TO BE 293.5 FEET WEST AND 100 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 35. THE SURVEY REFERENCED HEREIN AS R-2 ASSUMES THE NORTH SECTION LINE TO BEAR WEST, MEASURES ALONG THAT LINE 293.5 FEET WEST, INTERPRETS THE SOUTH CALL LITERALLY, AS A CARDINAL BEARING, PERPENDICULAR TO THE SECTION LINE, AND 100' SOUTH, AND SETS A 3/8" REBAR MONUMENT. THE FOUR FOUND 3/8" REBARS SET BY THAT SURVEY WERE HELD FOR THE EAST BOUNDARY. FOUR 3/4" IRON PIPES WERE FOUND, WHICH WERE ALSO REFERENCED IN R-2. IF THE EAST SECTION LINE IS OFFSET 293.5' WESTERLY, IT IS WITHIN 0.2' OF THE NORTHERLY PIPE, WHICH FALLS 1.00' SOUTH OF THE NORTH SECTION LINE, WITH A MAXIMUM RESIDUAL OF 0.6' TO THE OTHER 3 PIPES. WHILE RECOGNIZING THE MERIT OF THIS SOLUTION, I ALSO RECOGNIZE THAT MY PRIMARY RESPONSIBILITY IS TO PROTECT THE PUBLIC, AND CHOOSE TO HOLD THE FIRST SOLUTION DUE ITS LESSEER LIKELIHOOD TO CAUSE A DISPUTE BETWEEN PROPERTY OWNERS FROM A POTENTIAL OVERLAP SITUATION.
2. THE COUNTY ALIGNMENT FOR THORPE ROAD IS SHOWN IN THE SURVEY REFERENCED HEREIN AS R-1, AND DOES NOT FIT THE ROAD AS ACTUALLY CONSTRUCTED. THE ALIGNMENT SHOWN FOR THORPE ROAD HEREIN IS BASED UPON THE EXISTING ASPHALT ROAD, AS CONSTRUCTED. A CENTRAL LINE ALIGNMENT WAS DETERMINED BY LOCATING THE NORTHERLY AND SOUTHERLY EDGES OF ASPHALT PAVEMENT IN THE FIELD AND SPLITTING THE DIFFERENCE BETWEEN THEM. A RIGHT-OF-WAY WIDTH OF 60 FEET WAS ACCEPTED, AS SHOWN IN R-1 AND R-2.
3. BUILDING SETBACKS SHOWN ARE FOR PRIMARY RESIDENTIAL STRUCTURES, FOR ACCESSORY STRUCTURES, THE TYPICAL FRONT AND REAR SETBACKS BECAME 20' AND 5' RESPECTIVELY, WHILE SIDE SETBACKS REMAIN 5'. CURRENT ZONING IS RESIDENTIAL SINGLE FAMILY.

LEGEND

- (M) MEASURED
- (R) RECORD
- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "ATS P.L.S. 38036"
- FOUND MONUMENT
- AS NOTED
- COMPUTED POINT
- ⊕ SECTION CORNER
- ⊕ QUARTER CORNER
- ⊕ CENTER SECTION

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	02°45'14"	820.00	39.41'	S 44°37'44" W	39.41'
C2	02°44'11"	850.00	70.27'	S 45°37'13" W	70.23'
C3	05°31'42"	660.00	100.27'	S 46°30'56" W	100.21'
C4	07°21'43"	595.00	115.00'	S 46°55'59" W	114.92'
C5	20°21'03"	585.00	211.34'	S 43°52'38" W	210.23'
C6	20°21'03"	545.00	200.68'	S 53°25'38" W	199.63'
C7	20°21'03"	535.00	190.03'	S 53°25'38" W	189.03'
C8	08°19'15"	538.00	59.02'	S 46°24'45" W	58.93'
C9	14°01'46"	533.00	131.01'	S 36°35'17" W	130.62'
C10	04°03'46"	520.00	89.50'	S 52°14'46" W	89.39'
C11	09°51'40"	520.00	89.50'	S 52°14'46" W	89.39'
C12	06°25'35"	520.00	56.32'	S 60°22'32" W	56.29'
C13	00°16'46"	1245.00	6.07'	S 63°27'48" W	6.07'
C14	11°44'44"	1200.00	246.02'	S 57°42'47" W	245.59'
C15	11°39'46"	1230.00	250.37'	S 57°46'18" W	249.94'
C16	02°07'23"	1230.00	45.56'	S 62°32'28" W	45.57'
C17	09°32'23"	1230.00	204.79'	S 56°42'36" W	204.56'
C18	03°43'17"	1245.00	60.66'	S 61°27'46" W	60.65'
C19	07°37'18"	1245.00	165.61'	S 55°47'28" W	165.48'
C20	7°37'18"	50.00	69.15'	S 66°22'00" E	63.77'
C21	06°03'47"	460.00	78.68'	S 57°02'47" W	78.65'
C22	90°28'33"	50.00	78.68'	S 14°50'24" W	71.00'
C23	04°00'03"	1200.00	63.79'	S 61°36'08" W	63.77'
C24	07°44'45"	1200.00	162.23'	S 55°34'46" W	162.10'
C25	00°46'52"	1245.00	16.29'	S 52°22'16" W	16.29'
C26	100°33'33"	333.64'	58.96'	S 51°29'56" E	58.89'

LINE TABLE

MEASURED	RECORD	BEARING	LENGTH	RECORD
L1	S 00°55'32" W	24.57'	-	-
L2	S 00°55'32" W	19.79'	-	-
L3	S 00°55'32" W	40.39'	-	-
L4	S 00°55'32" W	41.65'	-	-
L5	S 00°55'32" W	78.61'	-	-
L6	S 43°15'07" W	168.10'	-	-
L7	S 43°15'07" W	168.10'	-	-
L8	S 43°15'07" W	168.10'	-	-
L9	S 43°15'07" W	113.54'	-	-
L10	S 69°06'26" E	69.19'	-	-
L11	S 69°06'26" E	69.19'	-	-
L12	S 63°26'11" W	118.62'	-	-
L13	S 63°26'11" W	32.60'	-	-
L14	S 63°26'11" W	32.60'	-	-
L15	S 63°26'11" W	86.02'	-	-
L16	S 34°42'38" E	30.05'	-	-
L17	S 35°48'01" E	25.00'	-	-
L18	S 05°22'32" E	77.95'	-	-
L19	S 43°15'07" W	113.54'	-	-
L20	S 43°15'07" W	113.54'	-	-
L21	S 46°44'53" E	45.00'	-	-
L22	S 46°44'53" E	45.00'	-	-
L23	S 54°00'54" W	92.08'	-	-
L24	S 60°04'41" W	196.71'	-	-
L25	S 30°23'52" E	45.00'	-	-
L26	S 00°55'32" W	44.56'	-	-

ADDRESSES

LOT	ADDRESS
A	3122 WEST THORPE ROAD
B	3116 WEST THORPE ROAD
C	3108 WEST THORPE ROAD
D	3022 WEST THORPE ROAD
E	3015 WEST THORPE ROAD
F	3010 WEST THORPE ROAD
G	3004 WEST THORPE ROAD

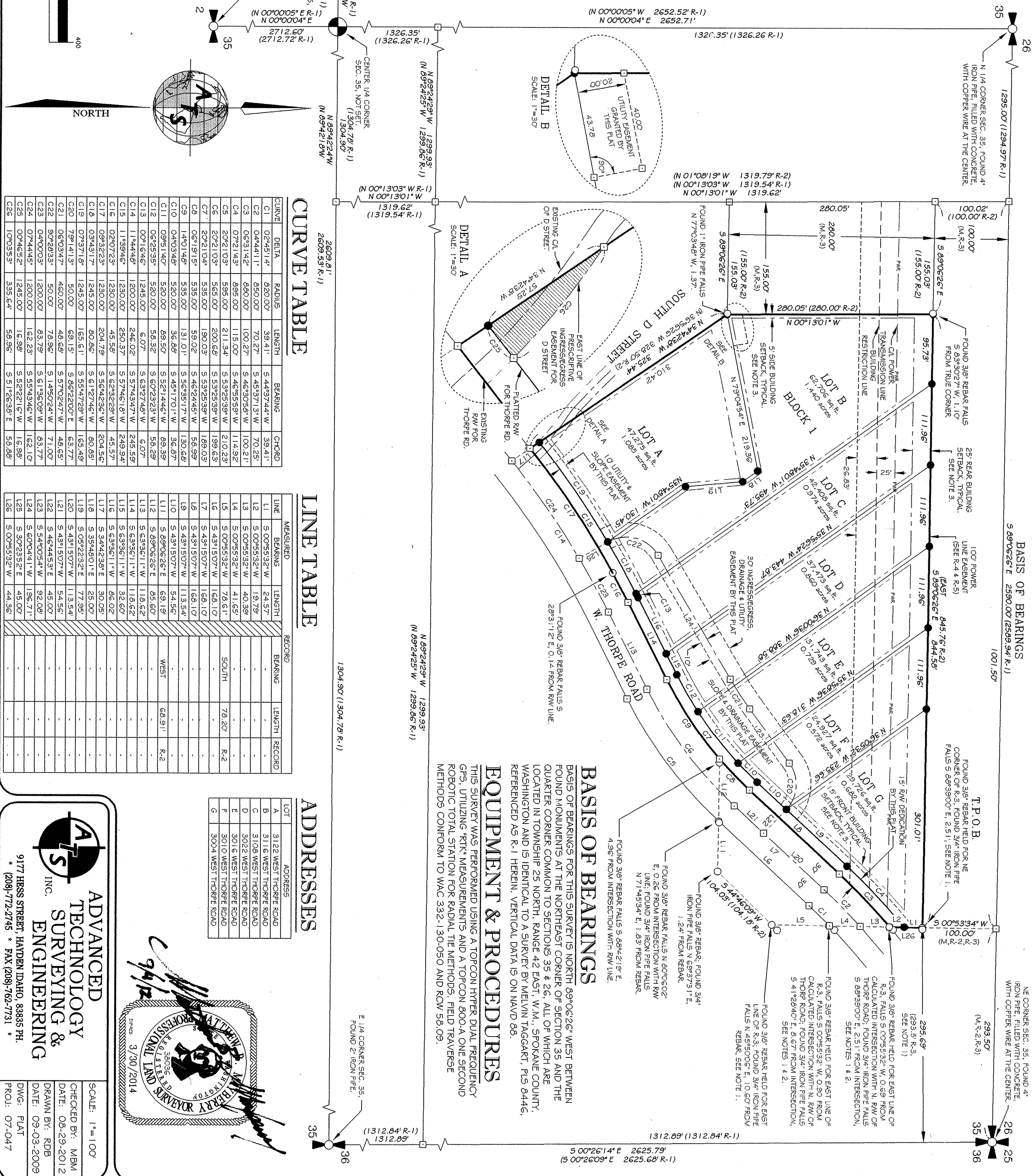
WILLIAM E. THOMPSON III
PROFESSIONAL LAND SURVEYOR
No. 38036
State of Washington
Expires 3/30/2014

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

9177 HESS STREET, HAYDEN IDAHO, 83835 PH: (208) 772-2745 * FAX (208) 762-7731 *

SCALE: 1" = 100'

CHECKED BY: MEMI
DATE: 08-29-2012
DRAWN BY: RDB
DATE: 09-03-2009
DWG: PLAT
PROJ: 07-047



BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 89°06'26" WEST BETWEEN FOUND MONUMENTS AT THE NORTHEAST CORNER OF SECTION 35 AND THE QUARTER CORNER COMMON TO SECTIONS 35 & 26, ALL OF WHICH ARE LOCATED IN TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M., SPOKANE COUNTY, WASHINGTON AND IS IDENTICAL TO A SURVEY BY MELVIN TAGGART, PLS 8446, REFERENCED AS R-1 HEREIN. VERTICAL DATA IS ON NAVD 88.

EQUIPMENT & PROCEDURES

THIS SURVEY WAS PERFORMED USING A TOPCON HYPER DUAL FREQUENCY GPS, UTILIZING 'RTK' MEASUREMENTS AND A TOPCON 800-A ONE SECOND ROTOTIC TOTAL STATION FOR RADIAL THE METHODS, FIELD TRAVERSE METHODS CONFORM TO WAC 332-130-050 AND ROW 58.03.

AUDITORS CERTIFICATE
FILED FOR RECORD THIS 23rd DAY OF November, 2012 AT 1:46 P.M.
IN BOOK 27 of Surveys, Page 84 AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING AND ENGINEERING.

William E. Thompson III
COUNTY AUDITOR - Deputy

REYNOLDS FINAL CITY SHORT PLAT

AUDITORS CERTIFICATE

FILED FOR RECORD THIS 13th DAY OF November, 2012 AT 1:46 P.M.
IN BOOK 27 AT PAGE 8485 AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING AND ENGINEERING
William D. Anderson
COUNTY AUDITOR - Deputy

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FILE #Z1200035FSP

A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON

PAGE 2 OF 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ANTHONY J. RENOLDS, A MARRED MAN, HAS CHOSEN TO BE FLATTED INTO PARCELS THE LAND SHOWN HEREON, TO BE KNOWN AS RENOLDS CITY SHORT PLAT FILE #22001-27-57, BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, MONUMENTED BY A 4 INCH DIAMETER PIPE FILLED WITH CONCRETE AND CONTAINING A COPPER WIRE IN THE CENTER, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 35, MONUMENTED BY A 4 INCH DIAMETER PIPE FILLED WITH CONCRETE AND CONTAINING A COPPER WIRE IN THE CENTER, BEARS NORTH 69° 06' 26" WEST, 2590.00 FEET; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 35, NORTH 89° 06' 26" WEST, 293.50 FEET; THENCE, PERPENDICULARLY, SOUTH 00° 59' 34" WEST, 100.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 59' 32" WEST, 44.36 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE FOR THORPE ROAD, SAID RIGHT-OF-WAY LINE TAKEN TO BE 30 FEET DISTANT FROM AND PARALLEL WITH THE EXISTING CENTERLINE OF THORPE ROAD, AND SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 06° 31' 42", AND A CHORD OF 100.21 FEET, BEARING SOUTH 46° 30' 56" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, 100.27 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 43° 15' 07" WEST, 169.10 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 20° 21' 04" AND A CHORD BEARING SOUTH 59° 25' 39" WEST, 189.03 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, 190.03 FEET;

THENCE SOUTH 63° 36' 11" WEST, 118.62 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1230.00 FEET, A CENTRAL ANGLE OF 11° 39' 46", AND A CHORD BEARING SOUTH 57° 46' 18" WEST, 249.94 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, 290.37 FEET;

THENCE NORTH 34° 42' 38" WEST, 325.44 FEET;

THENCE NORTH 00° 13' 01" WEST, 280.05 FEET;

THENCE SOUTH 69° 06' 26" EAST, 844.58 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINING 6.629 ACRES (288,756 SQ. FT.), MORE OR LESS.

THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS OF THE LAND WHO ARE THE ONLY PARTIES HAVING INTEREST IN THE LAND, AND THE LAND IS NOT ENCUMBERED BY ANY DEED, MORTGAGE, TAXES OR ASSESSMENTS. THE OWNERS HEREBY ADOPT THE PLAN OF LOTS AND STREETS SHOWN.

UTILITY EASEMENTS SHOWN HEREIN ARE HEREBY GRANTED TO THE CITY OF SPOKANE, THE CITY'S PERMITTEES AND THE SERVING UTILITY COMPANIES FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, PROTECTION, INSPECTION AND OPERATION OF THEIR RESPECTIVE FACILITIES, TOGETHER WITH THE RIGHT TO PROHIBIT CHANGES IN GRADE THAT WILL REDUCE THE EXISTING COVERAGE OVER INSTALLED UNDERGROUND FACILITIES AND THE RIGHT TO TRIM AND/OR REMOVE TREES, BUSHES, LANDSCAPING, AND TO PROHIBIT STRUCTURES THAT MAY INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, RELIABILITY, MAINTENANCE, AND SAFE OPERATION OF SAME.

THE USE OF SEPTIC TANKS FOR SEWAGE DISPOSAL OR WELLS FOR POTABLE WATER WILL NOT BE ALLOWED. ALL LOTS MUST BE SERVED BY CITY OF SPOKANE SEWER & WATER SYSTEMS.

ALL STORM WATER AND SURFACE DRAINAGE GENERATED ON-SITE MUST BE DISPOSED OF ON-SITE IN ACCORDANCE WITH SMC 17D.060 STORM WATER FACILITIES AND AS PER THE PROJECT ENGINEER'S RECOMMENDATIONS, BASED ON THE COMPLIANCE WITH THE DRAINAGE PLAN ACCEPTED FOR THIS FINAL PLAT.

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY PARCEL IN THIS PLAT UNTIL EVIDENCE SATISFACTORY TO THE CITY ENGINEER HAS BEEN PROVIDED SHOWING THAT IT COMPLIES WITH THE RECOMMENDATIONS OF SMC 17D.060 STORM WATER FACILITIES AND THE PROJECT ENGINEER'S RECOMMENDATIONS, BASED ON THE DRAINAGE PLAN ACCEPTED FOR THE FINAL PLAT.

PRIOR TO THE SALE OF ANY PARCEL, EACH PARCEL SHALL BE CONNECTED TO A FUNCTIONING PUBLIC WATER SYSTEM COMPLYING WITH THE REQUIREMENTS OF THE CITY ENGINEERING SERVICES DEPARTMENT AND WILL HAVE ADEQUATE PRESSURE AND VOLUME FOR DOMESTIC AND FIRE USES AS DETERMINED BY THE CITY WATERWORKS SERVICES DEPARTMENT. THE PARCELS TO BE SOLD SHALL ALSO BE CONNECTED TO A FUNCTIONING PUBLIC SANITARY SEWER SYSTEM COMPLYING WITH THE REQUIREMENTS OF THE CITY ENGINEERING SERVICES DEPARTMENT. ADDITIONALLY, EACH PARCEL, PRIOR TO SALE, SHALL BE ADEQUATELY SERVED BY A FIRE TRUCKWAY AND APPROPRIATE STREET ACCESS AS DETERMINED BY THE REQUIREMENTS OF THE CITY OF SPOKANE FIRE DEPARTMENT AND CITY TRANSPORTATION DEPARTMENT RESPECTIVELY.

A GEOTECHNICAL EVALUATION OF EACH LOT MUST BE PERFORMED TO DETERMINE THE SUITABILITY OF ANY PROPOSED ABOVE OR BELOW GRADE LEVEL STRUCTURES, PRIOR TO ANY CONSTRUCTION ON THAT LOT.

15 FEET OF ADDITIONAL RIGHT-OF-WAY FOR THORPE ROAD IS HEREBY DEDICATED TO THE CITY OF SPOKANE, AS SHOWN HEREIN, FOR THE BENEFIT OF THE PUBLIC.

SLOPE EASEMENTS FOR CUT AND FILL, AS DEMAND NECESSARY, BY ENGINEERING SERVICES IN ACCORDANCE WITH THE CITY'S DESIGN STANDARDS ARE HEREBY GRANTED TO THE CITY OF SPOKANE FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC STREETS ADJOINING THIS PLAT.

THE LAND IN THIS SHORT PLAT IS NOT IN A DRAINAGE CHANNEL, OR FLOOD PLAIN; THIS SHORT PLAT IS NOT IN AN IRRIGATION DISTRICT.

THE LAND IN THIS SHORT PLAT IS IN THE ACQUIFER SENSITIVE AREA AS DESIGNATED IN THE SPOKANE ACQUIFER QUALITY MANAGEMENT PLAN.

IF EXCAVATION EFFORTS SHOULD REVEAL ITEMS OF IMPORTANCE, THE HISTORIC PRESERVATION OFFICE SHALL BE CONTACTED IMMEDIATELY.

ALL PUBLIC IMPROVEMENTS (STREETS, SEWER, STORM WATER, AND WATER) MUST BE CONSTRUCTED TO CITY STANDARDS BY THE DEVELOPER PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.

A 30 FOOT WIDE EASEMENT FOR THE PURPOSES OF INGRESS, EGRESS, DRAINAGE AND UTILITIES, AS DEPICTED HEREIN, IS HEREBY GRANTED FOR THE BENEFIT OF ALL LOTS. DIRECT ACCESS TO THORPE ROAD IS PROHIBITED FOR ALL LOTS. MAINTENANCE AND OPERATION OF THE PRIVATE UTILITIES (E.G. STORMWATER, SANITARY SEWER) LOCATED HEREIN, AND THE ROADWAY, INCLUDING SNOW REMOVAL, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. NO FENCE OR PORTION THEREOF WILL BE CONSTRUCTED WITHIN SAID EASEMENT WITHOUT PERMISSION OF THE HOMEOWNERS ASSOCIATION. NOB WILL ANY OBJECTS BE PLACED IN SAID EASEMENT THAT WOULD OBSTRUCT THE SAFE AND EFFICIENT MOVEMENT OF VEHICLES, BICYCLES AND PEDESTRIANS.

A SLOPE AND DRAINAGE EASEMENT IS HEREBY GRANTED ACROSS THOSE PORTIONS OF LOTS B THROUGH F, INCLUSIVE, LOCATED BETWEEN THE 30 FOOT DRAINAGE, INGRESS/EGRESS, AND UTILITY EASEMENT GRANTED BY THIS PLAT AND THE NORTHERLY LINE OF THE 15 FEET OF ADDITIONAL RIGHT-OF-WAY FOR THORPE ROAD DEDICATED BY THIS PLAT.

DUST SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION; ALL PARKING AREAS AND DRIVES MUST BE HARD SURFACED. ALL SCAPCA BURNING AND DUST CONTROL MEASURES MUST BE FULLY COMPLIED WITH.

A WASHINGTON WATER POWER ELECTRIC TRANSMISSION LINE EASEMENT CROSSES PORTIONS OF LOTS B THROUGH G, BLOCK 1, INCLUSIVE. ELECTRIC TRANSMISSION LINES GENERATE ELECTRIC AND MAGNETIC FIELDS, WHICH MAY OR MAY NOT BE HAZARDOUS TO HUMAN HEALTH. BUYERS SHOULD BE AWARE THAT STUDIES ARE STILL BEING CONDUCTED ON THESE MATTERS, THE RESULTS YET TO BE DETERMINED. IN PURCHASING ONE OF THESE LOTS, BUYERS ACKNOWLEDGE THAT A POTENTIAL RISK MAY EXIST AND RELEASE THE CITY OF SPOKANE FROM ALL LIABILITY SHOULD IT BE DETERMINED IN THE FUTURE THAT ELECTRIC AND MAGNETIC FIELDS DO REPRESENT A HAZARD TO HUMAN HEALTH.

CONSTRUCTION OF ANY STRUCTURES IS PROHIBITED NORTH OF A LINE OFFSET 25 FEET SOUTH FROM THE CENTERLINE OF THE EXISTING AVISTA POWER TRANSMISSION LINES ADJACENT TO THE NORTH BOUNDARIES OF LOTS B THROUGH G, BLOCK 1, INCLUSIVE, PER R.S. THIS LINE IS SHOWN HEREIN AS BUILDING RESTRICTION LINE ON PAGE 1.

THE FOLLOWING RECIPROCAL EASEMENTS ARE HEREBY GRANTED FOR THE BENEFIT OF ALL LOTS:

VEHICULAR EASEMENTS, NONEXCLUSIVE EASEMENTS FOR THE PURPOSE OF VEHICULAR TRAFFIC OVER, UPON AND ACROSS EACH PARCEL, AND THE PUBLIC STREETS NOW AND HEREAFTER ABUTTING OR LOCATED ON ANY PORTION OF THE FINAL PLAT; LIMITED, HOWEVER, TO THOSE PORTIONS OF THE ENTIRE PLAT WHICH ARE IMPROVED/MAINTAINED BY THE OWNERS THEREOF FROM TIME TO TIME FOR VEHICULAR ACCESS WAYS IN CONFORMITY WITH THIS DECLARATION AND THE FINAL PLAT.

UTILITY EASEMENTS, NONEXCLUSIVE EASEMENTS FOR THE INSTALLATION, USE, TESTING, CONNECTION TO, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF: WATER LINES AND SYSTEMS; TELEPHONE LINES AND SYSTEMS; GAS LINES AND SYSTEMS; SANITARY SEWER LINES AND SYSTEMS; ELECTRICAL LINES AND SYSTEMS (INCLUDING ILLUMINATION); STORM SEWERS, DRAINAGE LINES AND SYSTEMS; CABLE TELEVISION AND SYSTEMS, AND OTHER UTILITY LINES OR SYSTEMS HEREAFTER DEVELOPED TO SERVE ONE OR MORE OF THE PARCELS.

ACCESS EASEMENTS, NONEXCLUSIVE EASEMENTS IN ACCORDANCE WITH ANY ACCESS POINTS AND DRIVING LINES BETWEEN EACH PARCEL, AND THE PUBLIC STREET AND WAYS ABUTTING OR CROSSING ANY PORTION OF THE FINAL PLAT FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS AND ACCESS TO THE EASEMENT HEREBY CREATED.

SURFACE WATER DRAINAGE, NONEXCLUSIVE EASEMENTS FOR THE FLOW OF A REASONABLE VOLUME OF SURFACE WATER TO THE NEAREST DRAINAGE CATCH BASIN AND/OR WATERWAYS AND FOR THE INSTALLATION, USE, TESTING, CONNECTION TO, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL THEREOF, PROVIDED, HOWEVER, THAT THE EASEMENT FOR SURFACE WATER DRAINAGE SHALL BE CONSISTENT WITH AN OVERALL SURFACE WATER DRAINAGE PLAN FOR THE FINAL PLAT.

NO BUILDINGS SHALL BE CONSTRUCTED IN THE AVISTA TRANSMISSION CORRIDOR, NORTH OF THE BUILDING RESTRICTION LINE SHOWN ON SHEET 1 OF THIS PLAT, PER RESERVATIONS IN R.S.

THE OWNERS OF ALL LOTS WITHIN THIS PLAT ARE SUBJECT TO A ROAD AND UTILITY MAINTENANCE AGREEMENT AS RECORDED UNDER AUDITORS DOCUMENT NUMBER 6147849

ANTHONY J. RENOLDS
Anthony J. Reynolds
DATE: 10/23/12

SURVEYORS CERTIFICATE

I, MATTHEW B. MAVERBERY, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE RENOLDS FINAL CITY SHORT PLAT, FILE #Z1200035FSP, AS SHOWN HEREIN, IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, THAT ALL ANGLES, DISTANCES AND COURSES ARE CORRECTLY MEASURED AND THAT ALL NON-ROUNDING LOT CORNERS ARE SET AS SHOWN ON THE PLAT. MONUMENTS AND FRONTING LOT CORNERS SHALL BE SET ON COMPLETION OF THE UTILITY AND STREET IMPROVEMENTS.

Matthew B. Maverbery
MATTHEW B. MAVERBERY, REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF WASHINGTON LICENSE NO. 38036

ACKNOWLEDGMENT

STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI }
ON THIS 23 DAY OF October, 2012, BEFORE ME, Cindy Espc
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
ANTHONY J. RENOLDS

CITY OF SPOKANE TREASURER

I HEREBY CERTIFY THAT THE LAND DESCRIBED BY THIS PLAT, AS OF THE DATE OF THIS CERTIFICATION, IS NOT SUBJECT TO ANY LOCAL IMPROVEMENT ASSESSMENTS.
EXAMINED AND APPROVED, THIS 23 DAY OF October, 2012.

CITY OF SPOKANE PLANNING DIRECTOR

THIS PLAT HAS BEEN REVIEWED ON THIS 23 DAY OF October, 2012 AND IS FOUND TO BE IN FULL COMPLIANCE WITH ALL OF THE CONDITIONS OF APPROVAL STIPULATED IN THE PLANNING DIRECTORS APPROVAL OF PRELIMINARY PLAT #2001-27-57.

CITY OF SPOKANE ENGINEER

APPROVED AS TO COMPLIANCE WITH THE SURVEY DATA, THE DESIGN OF PUBLIC WORKS AND PROVISIONS MADE FOR CONSTRUCTING THE IMPROVEMENTS AND PERMANENT CONTROL MONUMENTS THIS 3rd DAY OF October, 2012.

SPOKANE COUNTY TREASURER

I HEREBY CERTIFY THAT THE LAND DESCRIBED IN THIS PLAT, AS OF THE DATE OF THIS CERTIFICATION, IS NOT SUBJECT TO ANY LOCAL IMPROVEMENT ASSESSMENTS.
EXAMINED AND APPROVED 1 DAY OF November, 2012.

SPOKANE COUNTY ASSESSOR

EXAMINED AND APPROVED, DATED THIS 1st DAY OF November, 2012.
Rob Chase
SPOKANE COUNTY TREASURER



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING
INC.
9177 HESS STREET, HAVDEN IDAHO, 83835 BH.
* (208)-772-2745 * FAX (208)-762-7731 *
SCALE: N/A
CHECKED BY: MBM
DATE: 08-29-2012
DRAWN BY: ROB
DATE: 09-03-2009
DWG: PLAT
PROJ: 07-047

8409170184

DEF. VOL. 714 PAGE 741

RIGHT OF WAY EASEMENT

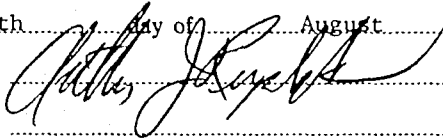
ANTHONY J. REYNOLDS, a single man,

in consideration of ~~One and No/100~~ Dollars (\$ 1.00), in hand paid, convey and warrant to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electric distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in Spokane County, State of Washington

to-wit: A portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-Five (35), Township Twenty-Five (25) North, Range Forty-Two (42) EWM, Spokane County, Washington, described as: Beginning 293.5 feet West and 100 feet South of the Northeast corner of said Section 35; thence South 193.5 feet; thence southwesterly 125 feet to a point 380 feet South of North line; thence West to West line of Thorpe Road; thence southwesterly along said Thorpe Road 350 feet; thence northwesterly 390 feet to a point 155 feet East of the West line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 280 feet; thence East to the Point of Beginning; Except portion lying southeasterly of Thorpe Road.

It is understood and agreed that said easement covers the right of overhang along the northerly boundary of Thorpe Road, on the above described property, together with the right to inspect said line.

Witness my hand this 30th day of August, 1984.



Excise Tax Paid on
Sale Amt. Pd. none
D.E. "SKIP" CHILBERG
Spokane County Treas.
9/17/84

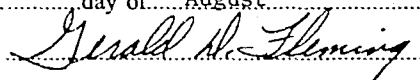
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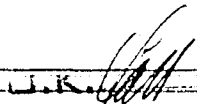
STATE OF WASHINGTON
County of Spokane } ss.

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared Anthony J. Reynolds, a single man,

to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and volunatry act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of August, A. D., 1984.


NOTARY PUBLIC in and for the State of Washington,
residing at Spokane.

STATE OF }
County of } ss.

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared

.....
.....
to me known to be the individual..... described in and who executed the within instrument, and acknowledged that
..... signed and sealed the same as..... free and voluntary act and deed, for the
uses and purposes therein mentioned.

Given under my hand and official seal this..... day of..... A. D., 19.....

NOTARY PUBLIC in and for the State of.....
residing at.....

RIGHT OF WAY EASEMENT

To
THE WASHINGTON WATER
POWER COMPANY

STATE OF.....
County of.....

I hereby certify that the within instru-
ment was filed for record in the office
of the County Auditor of Said County

on the.....

day of.....

A. D. 19....., at..... o'clock

and..... minutes

..... M., at the request of.....

and recorded on page.....

..... of Book.....

of.....

County Auditor.

By.....

Recorded on....., 19.....

By..... Deputy.

Mail to
THE WASHINGTON WATER
POWER COMPANY
Spokane, Wash.

RETURN TO:

Land Services Department
The Washington Water Power Company
P. O. Box 5727
Spokane, Washington 99220

FILED OR RECORDED

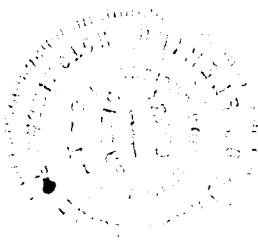
REQUEST OF.....

SEP 17 11 36 AM '84

WILLIAM E. DOMAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

PAYING

\$3.00



PLEASE RETURN TO:
Laurence W. Frederick
E. 2820 53rd
Spokane, WA 99223

9108010307

VOL. 1211 PAGE 1234

DS-157745

PERPETUAL EASEMENT FOR INGRESS AND EGRESS ON ROADWAY

The undersigned, ANTHONY J. REYNOLDS & LYNETTE R. REYNOLDS, husband and wife, being the owner of property described as:

Parcel A: That part of the Northeast quarter of the Northeast quarter of Section 35, Township 25 North, Range 42 East, W.M. in the City of Spokane, Spokane County, Washington, described as follows:

Beginning 293.5 feet West and 100 feet south of the Northeast corner of Section 35; thence South 193.5 feet; thence South-west 125 feet to a point 380.5 feet south of the north line; thence west to the west line of Thorpe Road; thence south-westerly along said road 350 feet; thence northwesterly 390 feet more or less to a point 155 feet east of the west line and 380 feet south of the north line; thence west 155 feet to the west line of said Northeast quarter of the Northeast quarter; thence north 280 feet; thence east to the point of beginning; except that portion thereof lying within the right of way of Thorpe Road.

Parcel B: That portion of the Northeast quarter of the Northeast quarter of Section 35, Township 25 North, Range 42 East, W.M., in Spokane County, Washington, described as follows:

Beginning at a point on the westerly side of Thorpe Road, 380 feet south of the north line of said Northeast quarter; thence southwesterly along the northwesterly line of Thorpe Road 500 feet to the true point of beginning; thence in a northwesterly direction 350 feet more or less to a point on the south line of the north 380 feet of said Northeast quarter of the Northeast quarter, which point is 155 feet east of the west line of the Northeast quarter of the Northeast quarter thence south-easterly to a point on the westerly side of Thorpe Road 350 feet southwesterly of the point on the westerly side of Thorpe Road 380 feet south of the north line of said Northeast quarter; thence southwesterly along the northwesterly line of Thorpe Road to the true point of beginning.

for and in consideration of Eighty Dollars (\$80.00) and other valuable consideration, does hereby grant to TIMOTHY L. GAEBE and SUSAN D. GAEBE, husband and wife, THOMAS D. ROSENBERY and CYNTHIA L. ROSENBERY, husband and wife, WESLEY C. KUHL, a single person, LAURENCE W. FREDERICK, a single person, and MARION H. GREEN, a single person, their heirs, assigns or grantees, a permanent easement for ingress and egress over and across the road (commonly referred to as D Street) as it now exists over and across his above-described property, together with the right to maintain the same.

DATED this 1 day of August, 1991.

Anthony J. Reynolds
Anthony J. Reynolds
Lynette R. Reynolds
Lynette R. Reynolds

STATE OF WASHINGTON)
County of Spokane) ss.

On this 1 day of August, 1991, before me, personally appeared ANTHONY J. REYNOLDS & LYNETTE R. REYNOLDS, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

PURPOSE OF ADDING THE NAME OF YVONNE BUCKLIN TO THE LIST OF GRANTEE OF EASEMENT AS DESCRIBED

Edward E. [Signature]
Notary Public in and for the State of Washington, residing at [Address]
My Commission Expires 6-4-92

A. E. Excise Tax Exempt HEREIN.

Date Aug 1 1991
Spokane County Treas.

AJR INITIALS: ANTHONY J. REYNOLDS
LRR INITIALS: LYNETTE R. REYNOLDS

* THIS DOCUMENT IS BEING RERECORDED FOR

THE SOLE PURPOSE OF ADDING THE NAME OF YVONNE BUCKLIN TO THE LIST OF GRANTEE OF EASEMENT AS DESCRIBED

VOL. 1225 PAGE 541

VOL. 1211 PAGE 1205
RECEIVED
FILED FOR RECORD IN AMERICA TITLE

AUG 14 22 PM '91

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.

~~HOI~~
~~SP~~

RECEIVED
FILED & RECORDED

BY *L. Ludrick*

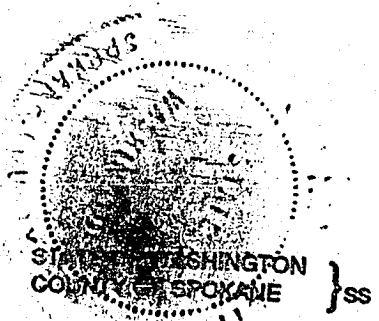
SEP 24 1 06 PM '91

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

Grant

HOY

900



I, William E. Donahue, Spokane County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the original now on file or recorded in my office.

In witness whereof, I hereunto set my hand this

23rd day of Sept 19 91

WILLIAM E. DONAHUE, Spokane County Auditor

Grant L. Clouse Dept



RETURN NAME and ADDRESS

Advanced Technology Surveying
PO Box 3457
Hayden, ID 83835

Please Type or Print Neatly and Clearly All Information

Document Title(s)

Reynolds Final City Short Plat Road Agreement

Reference Number(s) of Related Documents

File # 21200035 FSP

Grantor(s) (Last Name, First Name, Middle Initial)

Anthony Reynolds

Grantee(s) (Last Name, First Name, Middle Initial)

Anthony Reynolds (lot owner)

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

Section 35, Township 25 North, Range 42 East
Northeast Quarter (1/4)

Assessor's Tax Parcel ID Number 25351.0025

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

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

Signature of Requesting Party

R. E. Excise Tax Exempt
Date 11-13 2012
Spokane County Treas.
By CUR

Reynolds Final City Short Plat Road and Utility Maintenance Agreement

The undersigned, herein referred to as the "Declarant" being the owner of Reynolds Final City Short Plat, In Section 35, Township 25 North, Range 42 East, W.M., City of Spokane, Spokane County, Washington does hereby establish and declare all private roads as shown on said plat to be a 30 foot Roadway Easement for ingress, egress and utility purposes and maintenance purposes thereof over, under and along that portion of the subject property shown on said Plat. Said Roadway is exclusive, solely for the benefit of all future lot owners and is appurtenant to the lots and shall run with the land perpetually unless extinguished in a written notice by all of said lot owners. .

The Declarant further declares that the following Road Maintenance Agreement is hereby established and shall encumber and benefit the owners for the maintenance and replacement of said roadway is binding on all lot owners. This covenant shall run with the land perpetually unless extinguished in a recorded notice by all of said owners.

Upon completion of construction of said roadway Declarant will place the roadway under this agreement in its present state of condition and will not perform any further improvement or maintenance. All further maintenance or improvement falls under the guidelines of this agreement.

At the close of each lot sale the purchaser will remit to the closing agent \$250.00 to be placed in an account managed by the Declarant for the maintenance of the roadway and to establish a reserve to cover emergency shortfalls of funds to maintain said roadway. On June 1st of each year \$150.00 will be collected from each lot owner for the following year's upcoming costs and will not be covered by said assessment.

Until such a time as the Declarant has conveyed 75% of the total lots contained in said plat, Declarant will manage the maintenance of the roadway encumbered by this agreement. At such a time as the Declarant has conveyed the aforementioned 75% of the property Declarant will relinquish its management of this agreement. At that time at least a 75% majority of the parcel owners will meet in person, electronically or through the mail and form an association and will meet thereafter on an annual basis. One vote per lot holding will be allowed. Said association will appoint a Roadmaster to manage the roadway maintenance and accounting.

The Roadmaster may be an "outside" individual or entity. The Roadmaster will be responsible for selecting and coordinating contractors to perform duties to maintain the roadway. The Roadmaster may be compensated for their efforts as determined by a 75% vote of the lot owners. The Roadmaster will act on behalf of the lot owners in a professional and ethical manner. The Roadmaster will set up an account at a financial institution of their choosing and Roadmaster will set up an account only with no commingling of any other funds.

The Roadmaster will bill parcel owners on an annual basis on June 1st of each year. Parcel owners will have 30 days to submit payment. In the event payment is not so received the Roadmaster shall have the authority to pursue payment through all legal mean necessary with the delinquent parcel owner being responsible for all costs and/or attorneys fees associated with the collection and accrue interest at a rate of 12% per annum and become a lien upon the property. The Roadmaster shall file notice of unpaid maintenance costs thereof within 60 days of notice.

The Roadmaster will provide all lot owners on accounting of balances and funds spent each 12 months. Parcel owners may request an accounting of the activities at anytime as long as the request comes from a minimum of 20% of the lot owners. The Roadmaster may resign with a 60 day notice given to the all parcel owners. The Roadmaster may be removed from their position by a vote of 75% of the parcel owners using the aforementioned formula. In either event a special meeting will be held in the same manner as the annual meetings to appoint a new Roadmaster.

In the event the Association should desire further improve the roadway beyond maintaining them in their current state including paving. A vote of 75% of the lot owners under the aforementioned formula will be required to pass such initiative.

This agreement is binding on all owners and their successors in interest of Reynolds Plat. Owners may amend this agreement with a 75% majority vote.

[Signature] _____ Date 9/14/12

STATE OF Idaho)
) ss.
County of Kootenai)

On this 14 day of September, 2012, before me the undersigned a Notary in and for the State of Idaho, personally appeared, Anthony J. Reynolds known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same. **WITNESS** my signature and official seal.

To Wit:

Dated this 14 day of September, 2012.

[Signature]
Notary for the State of Idaho
Commission Expires: 12-23-2015

