



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000021224

Liability: \$ 196,010.00

Fee: \$ 760.00

Order No.: 24-35556-VTE

Dated: August 13, 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: 24-35556-VTE

Date of Guarantee: August 13, 2024

Amount of Liability: \$196,010.00

Total: \$828.4

Guarantee No.: 000021224

Premium: \$760.00

Sales Tax: \$68.40

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:
Taylor Smith, an unmarried person, who acquired title by deed recorded September 6, 2019 under recording number 6839582.
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: 24-35556-VTE

Guarantee No.: 000021224

GENERAL EXCEPTIONS FROM COVERAGE

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements 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. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (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.
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: the County 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. Right of Way Easement and the terms and conditions thereof:
Grantee: Inland Power & Light Co.
Purpose: Electric transmission and distribution facilities
Recorded: November 15, 1983
Recording No.: 8311150225 in the [official records](#)
13. Declaration of Covenant and Easement and the terms and conditions thereof:
Recorded: August 1, 1995
Recording No.: 9508010336 in the [official records](#)
14. NOTE: Title to the mobile home located on the land has been eliminated by instrument recorded under February 4, 1998 County Recording No. 4184867 in the [official records](#) .
15. Deer Park Airport Avigation and Hazard Easement and the terms and conditions thereof:
Recorded: March 30, 2005
Recording No.: 5196969 in the [official records](#)

WA Litigation Guarantee

16. Easement and the terms and conditions thereof:
Grantee: Inland Power & Light Co.
Purpose: Right of Way
Recorded: October 23, 2012
Recording No.: 6140940 in the [official records](#)

17. Pending action in Spokane County:
Superior Court Cause No.: 24-2-01532-32
Being an action for: Tax Lien Foreclosure
Plaintiff: Spokane County, a Political Subdivision of the State of Washington
Defendant: Taylor Smith
Attorney for Plaintiff: Lawrence Haskell, Spokane County Prosecuting Attorney
Telephone No.: (509) 477-5764

18. A Lis Pendens of said action was recorded on June 27, 2024 under Recording No. 7357338 in the [official records](#) .

End of Special Exception

WA Litigation Guarantee

Order Number: 24-35556-VTE

Guarantee No.: 000021224

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:

NONE

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

EXHIBIT A

Order Number: 24-35556-VTE

Guarantee No.: 000021224

PROPERTY DESCRIPTION:

THE EAST 400.00 FEET OF THE WEST 785.00 FEET OF THE SOUTH 2500.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF HARDESTLY ROAD;

EXCEPT THE NORTH 570 FEET THEREOF;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

AFTER RECORDING MAIL TO:

Taylor Smith

530 2nd Ave #101
Kirkland, WA.
98033

6839582 09/06/2019 09:20:42 AM

Rec Fee: \$104.50 Page 1 of 2

Warranty Deed SIMPLIFILE LC E-RECORDING
Spokane County Washington eRecorded

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Recorders use only

STATUTORY WARRANTY DEED

File No: 4252-3309840 (DS) -SM

Date: September 04, 2019

Grantor(s): **Hank E. Judd**

Grantee(s): **Taylor Smith**

Abbreviated Legal: **PTN SEC 1 TWP 28N RGE 43E SW QTR, SPOKANE COUNTY**

Additional Legal on page: **1**

Assessor's Tax Parcel No(s): **38013.9010**

THE GRANTOR(S) HANK E. JUDD, AS HIS SOLE AND SEPARATE PROPERTY for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Taylor Smith, an unmarried person**, the following described real estate, situated in the County of **Spokane**, State of **Washington**.

LEGAL DESCRIPTION: Real property in the County of Spokane, State of Washington, described as follows:

THE EAST 400.00 FEET OF THE WEST 785.00 FEET OF THE SOUTH 2500.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF HARDESTLY ROAD; EXCEPT THE NORTH 570 FEET THEREOF;

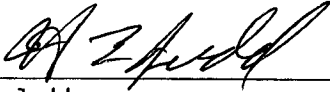
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

APN: 38013.9010

Statutory Warranty Deed
- continued

File No.: 4252-3309840 (DS)

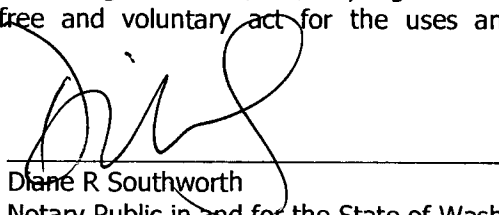


Hank E. Judd

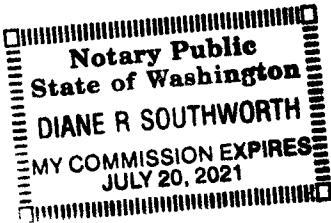
STATE OF Washington)
)-ss
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that **Hank E. Judd**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9/5/19



Diane R Southworth
Notary Public in and for the State of Washington
Residing at: Spokane
My appointment expires: 7/20/21



S311150225

PLEASE RETURN TO:

Inland Power & Light Co.
E. 320 Second Avenue
Spokane, WA 99202

RIGHT-OF-WAY EASEMENT

For Office Use Only:

RECORD YES

NO

If Yes, give Grantor's Address:

E 6905 - 10th AVE
SPOKANE, WA 99206

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "Grantor"),

Wanda R. Chess (A widow)

for mutual offsetting benefits which are hereby acknowledged, do hereby convey and grant to INLAND POWER & LIGHT CO., a Washington corporation (hereinafter called "Grantee") and to its successors or assigns, the right, privilege and authority, to install, reinstall, construct, erect, alter, rephase, repair, energize, operate and maintain electric transmission and distribution facilities, consisting of poles, cables, wires and all other necessary or convenient appurtenances, to make said facilities an integrated electric system and in connection with all the foregoing to cut and trim trees and shrubbery and cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, to chip and spread branches and other foliage and to pile and stack logs as necessary alongside the cleared right of way in accordance with REA specifications to the extent necessary to install and maintain said electric system which is to be located upon, under, over and across the following-described lands and premises situated in the County of Spokane, State of Washington and more particularly described as follows:

A 1/2 undivided interest in, That portion of the East 200 feet of the West 585 feet of the South 2500 feet of the S.W. 1/4 of Section 1, T.28 N., R.43 E.W.M., AND the entire interest in, That portion of the East 190 feet of the West 975.00 feet of the South 2500 feet of the S.W. 1/4 of Section 1, T. 28 N., R.43 E.W.M., ALL lying northerly of Hardesty Road No. 777, all in Spokane County, Washington.

R. E. Excise Tax Exempt

Date Nov 15 1983

Spokane County Treas.

UNDERGROUND CABLE ONLY WE

Together with the right at all times to Grantee, its successors and assigns, of ingress to, and egress from said lands, across Grantor's adjacent lands and to use any and all roads of the Grantor for the purpose of installing, constructing, altering, rephasing, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said land.

The undersigned Grantor covenants and agrees that no barrier, structure or building shall be placed within the right of way granted by this easement without the express written consent of the Grantee.

No monetary consideration or consideration of monetary value has been given for the rights herein conveyed.

The undersigned WARRANT that they have the legal right to grant this easement and agree to hold harmless and indemnify the Grantee for any damages suffered by Grantee should it later be proven that the Grantor did not possess such legal rights. Said lands are free of encumbrances except: R/E CONTRACT WARCO TO CHESS ONB ESCROW # 02-8-02990-8 # 02-8-02992-4

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13 day of MAY, 1983.

Wanda R. Chess

STATE OF Washington

COUNTY OF Spokane

On this day personally appeared before me

Wanda R. Chess

to me known to be the individual described in and who executed the within and to be the instrument, and acknowledged that Wanda R. Chess 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

13th day of MAY, 1983

Bruce G. Austin

Notary Public in and for the State of WASHINGTON residing at SPOKANE

Corporation

By: FILED OR RECORDED President

REQUEST BY Bruce G. Austin

Secretary Nov 15 1 38 PM '83

STATE OF _____

COUNTY OF WILLIAM L. JOHANUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

On this day personally appeared before me

E. JOHNSON

P.O. Box 14028 99214-0028

to be known to be the _____ President and Secretary respectively, of the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this

_____ day of _____, 19 _____

Notary Public in and for the State of _____ residing at _____



SUPERIOR COURT OF WASHINGTON
COUNTY OF SPOKANE

Estate of

HAROLD L. CHESS

Deceased

CASE NO. 83-4-00083-3
LETTERS TESTAMENTARY

I. BASIS

1.1 The last will of the decedent (s), late of: SPOKANE COUNTY
was exhibited, proven and recorded in this court on: FEBRUARY 4, 1983
(Date)

1.2 In that will:

Name: WANDA R. CHESS

is named personal representative.

1.3 The personal representative has qualified.

II. AUTHORIZATION

THIS CERTIFIES: WANDA R. CHESS
(Name)

is authorized by this court to execute the will of the above decedent according to law.

Dated: FEBRUARY 4, 1983

THOMAS R. FALLQUIST
Clerk

[Seal]

By Chuck Naccarato
Deputy Clerk

III. CERTIFICATE OF COPY

STATE OF WASHINGTON)
)ss
COUNTY OF SPOKANE)

As clerk of the superior court of this county, I certify that the above is a true and correct copy of the Letters Testamentary in the above-named case which was entered of record on: FEBRUARY 4, 1983
(Date)

I further certify that these letters are now in full force and effect.

Dated: February 4, 1983

THOMAS R. FALLQUIST
Clerk

[Seal]

By *Chuck Naccarato*
Deputy Clerk

DECLARATION OF COVENANT AND EASEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 19____, by and between MONTE W. JUDD, and CANDICE L. JUDD, husband and wife and MARSHAL LANCE GORDON, JR., being all of the property owners of a certain parcel of real estate located in the County of Spokane, State of Washington, described below and said property owners are using or benefitting from those certain private roadways situated in Spokane County, Washington, as the same are more particularly described herein after as Private Lane.

PARCEL "A"

THAT PORTION OF THE West 385.00 feet of the North 570.00 feet of the South 2500.00 feet of the Southwest Quarter of Section 1, T.28 N., R.43 E., W.M.lying Easterly of Hardesty Road No. 777.

Situate in the County of Spokane, State of Washington

R. E. Excise Tax Exempt

Date 8/11/95 1995

Spokane County Treas.

PARCEL "B"

The East 400.00 feet of the West 785.00 feet of the North 570.00 feet of the South 2,500.00 feet of the Southwest Quarter of Section 1, T. 28 N., R.43 E., W.M., Spokane County, State of Washington

WHEREAS, the said parties desire to create an easement for the installation, operation and maintenance of utilities and an easement for ingress and egress for mutual use and benefit of any separate parcels or ownerships to be created in the future within the above-described Parcels, said easement being described as follows:

A fifty foot wide easement for ingress, egress and utilities across a portion of the Southwest Quarter of Section 1, T.28 N., R.43 E., W.M. the centerline of which is described as follows:

Beginning at the intersection of the South line of the North 570.00 feet of the South 2500.00 feet of said Southwest Quarter and the Easterly right of way line of Hardesty Road No. 777; thence N.00°05'51"E. along said Easterly right of way line a distance of 150.00 to the TRUE POINT OF BEGINNING of the centerline description; thence S.62°54'48"E. a distance of 108.93 feet to a line parallel and 100.00 feet distant from the South line of the said North 570.00 feet; thence easterly on a line parallel and 100 feet distance from said South line of the North 570.00 feet to the east line of the West 385.00 feet of said North 570.00 feet of the South 2500.00 feet of said Southwest Quarter; thence continuing Easterly on a line parallel and 100.00 feet distance from said South line of said North 570.00 feet a distance of 360.00 to the Terminus of said Centerline description.

NOW, THEREFORE, said easement is given for utilities and for the purpose of ingress and egress. Should at the time of construction minor changes in the centerline description of the above described easement are required, all parties their heirs, successors and assigns hereby agree to participate in signing documents for said revision and relocation of said centerline. The owners, their heirs, successors and assigns further agree to jointly

maintain said easement in accordance with the terms set forth below:

1. It is agreed that each property owner abutting and/or using said private roadway shall bear a proportionate share of the cost of maintenance, repair and/or operation of said private roadway based on the following: It is understood and agreed that the properties served by the roadway system have been subdivided out of larger acreage parcel and for the purpose of determining the share of the cost and expense of the maintenance and operation of the private roadway, the individual parcel number assigned, or which will be assigned to each of the sub divided segregated tracts, shall be used as the factor to determine liability for road maintenance costs.

2. It is agreed that any specific road repair, maintenance or operational costs shall be divided by the total number of individual parcel numbers being served by said private roadway system, each property owner shall pay the share multiplied by the number of individual parcel numbers held in the name of said property owner. A parcel number shall be that parcel number assigned by the Spokane County Assessor's office in Spokane County, Washington, for tax and identification purposes. It is specifically understood and agreed, however, that in the event the future use of any property would entail specific road improvements as required by Spokane County in order to obtain a building permit on a particular property site or any subdivision thereof, that the cost of any such improvement shall be borne by the owner seeking the building permit or further subdivision of the property and not by the other property owners defined herein as users of the private roadway.

3. It is hereby agreed that a responsible party be designated as an agent for the purpose of ordering road maintenance, repair, snow plowing, ect., as needed. Provided, however, that the designated agent must obtain a concurrence of the majority of all property owners before incurring any single expense in excess of _____ in any calendar year.

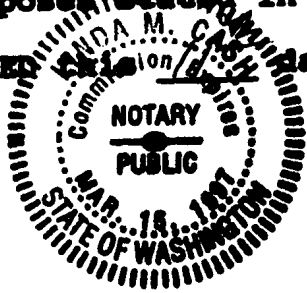
4. It is further understood and agreed that the designated agent may be changed any time as the majority of the property owners users shall agree by vote at any meeting called for the purpose by any member of the parties signing this agreement, their heirs or assigns. Any meeting so called shall not be held sooner than 14 days after a written notice of the intent and purpose of the meeting shall be reduced to writing, deposit in the mail, postage prepaid, and addressed to each member of the group at the address set opposite the names, or to any purpose owner assignee who has furnished the name and mailing address to the designated agent for such purpose.

5. It is agreed and hereby declared that this agreement shall run with the land and shall be binding upon each of the parties hereto, their heirs, successors and assigns, and that in the event of any resale, the subsequent owner shall be bound by the terms and conditions of this agreement whether signed by them or not.

6. Each party hereto agrees on behalf of themselves, their heirs, executors and assigns that any assessment agreed to herein, which shall remain due and unpaid after notice has been sent by the designated agent of the amount of the assessment due and the obligated owner shall fail to pay the same within 30 days after the due date thereof which date shall be

purposes stated in the instrument.

DATED 31st day of July, 1995.



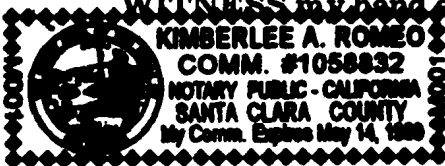
[Handwritten Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Spokane My commission expires 3/15/97

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On July 31, 1995, before me, KIMBERLEE A. ROMEO, a Notary Public for the State of California, personally appeared MARSHAL LANCE GORDON, JR. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Kimberlee A. Romeo
Notary Public

BILL HESSNER
W. 3311 Longfellow
SPOKANE, WA. 99205



VOL. 1755 PAGE 425
FILED IN

REQUEST OF _____

AUG 1 2 49 PM '95

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

RETURN ADDRESS

Hennessey, Edwards & Boswell PS
 1403 S Grand Blvd #201s
 Spokane, WA 99203



4184867
 Page: 1 of 2
 02/04/1998 03:47P
 Spokane Co, WA

		MANUFACTURED HOME APPLICATION		97 0785
PLEASE CHECK ONE				
<input checked="" type="checkbox"/> TITLE ELIMINATION <input type="checkbox"/> TRANSFER IN LOCATION <input type="checkbox"/> REMOVAL FROM REAL PROPERTY				
1 MANUFACTURED HOME				
TPO / PLATE NUMBER	YEAR 1996	MAKE Liber	LENGTH X WIDTH X HEIGHT 40 X 26	VEHICLE IDENTIFICATION NUMBER (VIN) 09L30247XU
2 LAND ADDITIONAL LEGAL DESCRIPTION ON PAGE				TITLE FEES
MANUFACTURED HOME WILL BE <input checked="" type="checkbox"/> AFFIXED <input type="checkbox"/> REMOVED				FILING FEE
PROPERTY TAX PARCEL NUMBER 38013.9048				APPLICATION
LOT	BLOCK	PLAT NAME	SECTION/TOWNSHIP/RANGE 1/28N/43E	
A legal description can be obtained from the local County Assessor's Office. If there is not enough room here, use the Application Attachment form, TD-420-732, available at your local County Auditor's Office.				
The East 400.00 feet of the West 785.00 feet of the South 2500.00 feet of the Southwest Quarter of Section 1, Township 28 North, Range 43 East of the Willamette Meridian, lying Northerly of Hardestly Road; EXCEPT the North 570 feet thereof; Situate in the County of Spokane, State of Washington.				
3 GRANTOR(S) REGISTERED/LEGAL OWNER(S) ADDITIONAL NAMES ON PAGE				
COUNTY #	INCORPORATED	UNINCORPORATED	# REGISTERED OWNERS	# LEGAL OWNERS
NAME OF FIRST REGISTERED OWNER Judd, Hank E and Catherine A		JUDD*HE282P1	DOL CUSTOMER ACCOUNT NUMBER JUDD*CA265RA	
ADDRESS OF FIRST REGISTERED OWNER 32316 N Hardesty Road		CITY Chattaroy	STATE WA	ZIP CODE 99003
NAME OF FIRST LEGAL OWNER Goodrich & Pennington		DOL CUSTOMER ACCOUNT NUMBER		
ADDRESS OF FIRST LEGAL OWNER 130 Avram		CITY Rohnert Park	STATE CA	ZIP CODE
GRANTEE(S) ADDITIONAL NAMES ON PAGE				
NAME OF FIRST GRANTEE DOL CUSTOMER ACCOUNT NUMBER				
Anyone who knowingly makes a false statement of a material fact is guilty of a felony, and upon conviction may be punished by a fine, imprisonment, or both. (RCW 46.12.210)				
I DO SOLEMNLY ATTEST UNDER PENALTY OF PERJURY LAW THAT I / WE ARE THE REGISTERED OWNERS OF THIS VEHICLE AND THIS INFORMATION IS ACCURATE:				
SIGNATURE OF LEGAL OWNER INDICATES CONSENT FOR ELIMINATION OF TITLE / REMOVAL FROM REAL PROPERTY:				
SIGNATURE OF FIRST REGISTERED OWNER AND TITLE, IF APPLICABLE		SIGNATURE OF SECOND REGISTERED OWNER AND TITLE, IF APPLICABLE		
SIGNATURE OF FIRST LEGAL OWNER AND TITLE, IF APPLICABLE		SIGNATURE OF SECOND REGISTERED OWNER AND TITLE, IF APPLICABLE		
NOTARIZATION / CERTIFICATION FOR REGISTERED OWNER(S) SIGNATURE				
State of Washington County of Spokane		Signed or attested before me on 11/21/97	Signature Sonya A Spraul	
by Sonya A Spraul Printed Name of Applicant		Dealer No. OR AND: County/Office No. OR 10-15-99 Notary Expiration Date		
Title Notary		DEALERSHIP Position/Agent/NOTARY		
DEALER'S REPORT OF SALE I certify that this information is correct. The vehicle is clear of encumbrances except as shown.				
DEALER NAME		WA DEALER NUMBER	DATE OF SALE	
PURCHASE PRICE	TAX JURISDICTION/TAX RATE	DEALER'S AUTHORIZED SIGNATURE		
<input type="checkbox"/> USE TAX EXEMPT Sale to a Certified Tribal member on the reservation (attach notarized statement of delivery).				
4 COUNTY AUDITOR/AGENT LICENSING OFFICE APPROVAL: (Not for use by Sub-Agents)				
I certify that the above application appears to have been completed correctly, and the applicant has sufficient documentation to proceed with the recording of this form.				
NAME (TYPED OR PRINTED) Jacqueline Davis			COUNTY OFFICE/FS OPERATOR NUMBER 3201-03	
SIGNATURE Jacqueline Davis			DATE 2-4-98	DATE



HENNESSEY, EDWARDS & BOSW MISC \$9.00

4184867
Page: 2 of 2
02/04/1998 03:47P
Spokane Co, WA

5 TITLE COMPANY CERTIFICATION	
I certify that the legal description of the land and ownership is true and correct per the real property records.	
NAME	TITLE COMPANY/PHONE NUMBER
SIGNATURE / POSITION	DATE
Finalize this application with a Licensing Agent within 10 calendar days of the date Title Company Representative signs.	
6 BUILDING PERMIT OFFICE CERTIFICATION	
I certify that the manufactured home has been affixed to the real property as described, OR a building permit has been issued for this purpose and the attachment will be inspected upon completion.	
NAME	BLDG PERMIT OFFICE/PHONE #
DIVISION OF BUILDING AND PLANNING	97010044 (509) 456 3615
SIGNATURE / POSITION	DATE
<i>[Signature]</i>	12/18/97

INSTRUCTIONS

COMPLETE THE APPROPRIATE BOXES ON THE FORM AS INDICATED BELOW, DEPENDING UPON THE TRANSACTION YOU WISH TO PROCESS.

- A. **Manufactured Home Title Elimination Application** (complete boxes 1, 2, 3, 4 and 6). Use to eliminate a title for a manufactured home which is to become real property.
- B. **Manufactured Home Transfer In Location Application** (complete all boxes). Use **only** when a manufactured home (whose title has been eliminated) is being moved to land with a different legal description **AND** will become part of the real property to which it will be moved and affixed. If the transfer in location is between two different counties, prepare this form in duplicate and have each recorded in its respective county.
- C. **Manufactured Home Removal From Real Property Application** (complete boxes 1, 2, 3, 4 and 5). Use when titling a manufactured home whose title has been previously eliminated. Once properly completed and recorded, this application becomes a supporting document along with others required to apply for a Certificate of Title for the manufactured home.

IMPORTANT: SIGNATURES OF THE OWNERS ON THE MANUFACTURED HOME APPLICATION INDICATE TERMINATION OF INTEREST IN THE MANUFACTURED HOME THROUGH TITLE PROVIDED BY CHAPTER 46.12 RCW AND INDICATE INTENT TO PERFECT INTEREST IN THE MANUFACTURED HOME AS REAL PROPERTY WITH THE LAND HE/SHE/THEY OWN AND TO WHICH IT IS/WILL BE AFFIXED. IF THE MANUFACTURED HOME IS BEING REMOVED FROM REAL PROPERTY, SIGNATURES OF THE OWNERS PER THE REAL PROPERTY RECORDS INDICATE CONSENT TO THE REMOVAL. THE FORM MAY THEN BE USED FOR MAKING APPLICATION FOR TITLE WITH THE DEPARTMENT OF LICENSING AS PROVIDED BY CHAPTER 46.12 RCW.

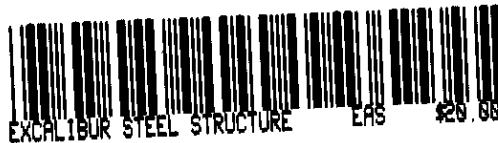
Note: Owners of the manufactured home must own the land when the application is for a Manufactured Home Title Elimination or a Manufactured Home Transfer In Location, as provided by Chapter 65.20 RCW.

- SECTION 1 Enter the description of the manufactured home.
- SECTION 2 Place an "X" in the appropriate box and enter the property tax parcel number, lot, block, plat number and section/township/range, when applicable. Write a legal description in the space provided. If there is not enough room, use the Title Application Attachment (TD0420-732). When processing a "Transfer in Location Application," both boxes should be checked. The application must then be accompanied by two separate land descriptions.
- SECTION 3 This area must be signed by all registered owners of the manufactured home when processing a title elimination. **If the manufactured home has been sold and is being removed from the real property, the owners per the real property records must complete this portion to obtain a Certificate of Title.** Signatures of the owners must be notarized or certified by the selling dealer or a vehicle licensing agent. Fees will include a filing and application fee plus sales or use tax due. Additional fees may include: a title elimination fee and a Mobile Home Affairs Fee. Subagents will charge an additional service fee. (Fees are subject to change without notice.)
- SECTION 4 Take the properly completed Manufactured Home Application and all necessary supporting documents to the County Auditor/Licensing Agent Office for approval. Supporting documents may include but are not limited to: proof of ownership or a Manufacturer's Statement of Origin (MSO), proof of taxes paid, and applicable release(s) of interest. Subagents may **not** complete the approval portion of this form.
- SECTION 5 The "Title Company Certification" box must be completed when processing a "Transfer In Location" or a "Removal From Real Property" application. **Important:** The final recorded application form must be submitted to a vehicle licensing agent within 10 days of the title company's certification.
- SECTION 6 When processing an "Elimination" or "Transfer In Location" application, a city or county office (depending upon the location of the manufactured home) must certify that the home is affixed to the land, or issue a building permit to affix the manufactured home to the land, inspecting the completed attachment. The issuing office must sign the application, adding the permit number if the inspection has not yet occurred.

IMPORTANT: Once the application has been approved by the County Auditor/Licensing Agent Office, take your application form to the County Recording Office. Retain proof of the recording fees paid. If the Recording Office retains your original application form, obtain a certified copy of the recorded form.

APPLICANTS: Once recorded, you must return to a Vehicle Licensing office to file the Manufactured Home Application, paying all required fees.

The Department of Licensing has a policy of providing equal access to its services. If you need special accommodation, please call (360) 902-3600 or TDD (360) 664-8885.



Return Address:
City of Deer Park
Building Department
PO Box F
Deer Park, WA 99006

Deer Park Airport Avigation and Hazard Easement

Whereas, HANK JUDD (full name of property owner(s))
hereinafter called the "Grantor(s)", are the owners in fee of land situated at
32316 N. HARDESTY, CHATTAROY, in the County of Spokane, State of Washington,
assessor tax parcel no: 390139048,
more particularly described as follows:

(full description of property to be covered by easement)

01-28-43 the E 400 ft of the W 785 ft of the
S 2500 ft of the SW 1/4 LYG NLY of Hardesty
Road, Exc the N 57

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor(s), for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto Deer Park Municipal Airport, City of Deer Park, and the County of Spokane, municipal corporations and political subdivisions of the State of Washington as tenants in common, and to the United States of America, hereinafter call the "Grantees", its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to Deer Park Municipal Airport, located in the City of Deer Park, Spokane County, State of Washington, for the unobstructed passage of all aircraft, ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated in the air space above the surface in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from or operating at or on said Deer Park Municipal Airport; and Grantor(s), for themselves, their successors and assigns, do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantees, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from or operating at or on said Deer Park Municipal Airport.

R. E. Excise Tax Exempt
Date March 30 2005
Spokane County Treas.
By [Signature]



Yes No APPLICABLE BOX IS CHECKED, AS NEEDED WHEN AIRPORT MANAGEMENT DETERMINES THERE IS A NEED FOR HEIGHT RESTRICTITON.

THE GRANTOR(S), for themselves, their heirs, executors, administrators, assigns and successors, do hereby covenant and agree to refrain from erecting, causing or permitting to be erected on the above described land, and building, structure, pole, tree, tower, or obstruction in the airspace of any kind or nature above a height in excess of thirty-five (35) feet from the existing elevation of the above described land, and the Grantor(s) agree to take whatever action may be required to remove any obstruction into the airspace above thirty-five (35) feet from the existing elevation of the above described land.

Yes No APPLICABLE BOX IS CHECKED WHEN AIRPORT MANGEMENT DETERMINES THERE IS A NEED FOR AIRPORT APPROVAL OF LIGHTING AND SIGNS.

THE GRANTOR(S) further covenants and agrees that al lighting and signing will be subject to prior approval of by the Airport.

TO HAVE AND TO HOLD said Easement and Right-of-Way, and all rights pertaining thereto, upon the Grantees, their successors and assigns, until said Deer Park Municipal; Airport as existing, enlarged or relocated, shall be abandoned or cease to be used for public airport purposes.

THE PROPOSAL, herein above, has been reviewed by the undersigned representative of the airport management for possible impacts on safe operation of the airport.

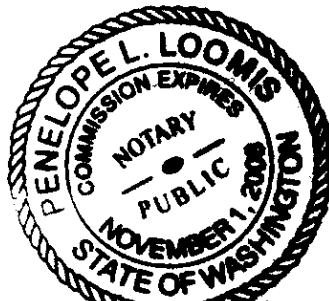
Penelope L. Loomis
Airport Manager

IN WITNESS WHEREOF, the Grantor(s) have herein caused this instrument to be executed the 30th day of MARCH, 2005.

[Signature]
Grantor

Grantor

STATE OF WASHINGTON)
County of Spokane) ss



I certify that I know or have satisfactory evidence that HANK JUDD is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in the instrument.

Dated March 30, 2005

Penelope L. Loomis
Notary Public in and for the State of Washington

10/23/2012 04:04:47 PM

6140940

Recording Fee \$73.00 Page 1 of 2
Right Of Way Easement INLAND POWER & LIGHT CO
Spokane County Washington



PLEASE RETURN TO:
Inland Power & Light Co.
10110 W Hallett Road
Spokane WA 99224

FOR COUNTY RECORDING USE ONLY.

PLEASE DO NOT WRITE IN ABOVE SPACE.

Page 1 of 2

IPL Work Order # 382398

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "Grantor")

Judd, Hank E

Last, first, middle initial

Last, first, middle initial

for mutual offsetting benefits which are hereby acknowledged, do hereby convey and grant to INLAND POWER & LIGHT CO., a Washington Corporation (hereinafter called "Grantee") and to its successors, assigns, or permittees, the right, privilege and authority, to install, alter, bury, rephase, energize, chemically treat, operate, move, maintain, and remove electric transmission and distribution facilities, consisting of poles, cables, wires, and all other necessary or convenient appurtenances, to make said facilities an integrated electric system, as such specifications now exist and as hereafter changed in accordance with specifications adopted by the Grantee, to the extent necessary to install and maintain said electric system, which is located upon, under, over, and across the following-described lands and/or in or upon all streets, roads, or highways abutting said lands and premises situated in the County of

Spokane, State of Washington, and more particularly described as follows:

Abbreviated legal description

SW 1/4 01-28-43
E400FT OF W785FT OF S2500FT OF SW1/4 LYG NLY OF HARDESTY RD EXC N570FT
THEREOF

Assessor's property tax parcel or account number 38013.9010

Grantee, its successors and assigns is also granted the right, privilege, and authority to clear cut 10 feet each side of an overhead conductor and/or cut, remove and trim trees, brush, shrubbery and other obstructions to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, or the branches thereof, to chip and spread branches and other foliage and to pile stack logs as necessary alongside the cleared right-of-way: and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation, for electrification, telephone, or communication needs.

It is agreed that areas over buried vaults, cables, and within the right-of-way shall remain free and clear of structures, barriers, building, trees, shrubbery and/or any other physical encumbrances except by written consent of Grantee.

Free access to all facilities over the Grantors adjacent lands will be allowed at all times. Grantee shall not be responsible for loss, replacement or damage of any improvements or other things below, over or upon such easement necessitated by the Grantee's use of this easement.

No monetary consideration or consideration of monetary value has been given for the rights conveyed. The undersigned WARRANT that they have the legal right to grant this easement and agree to hold harmless and to indemnify the Grantee for any damages suffered by Grantee should it later be proven that the Grantor did not possess such legal rights. Said lands are free of encumbrances except:

R. E. Excise Tax Exempt

Date 10-19 20 12

Spokane County Treas.

By CLR

PLEASE DO NOT WRITE IN ABOVE SPACE.
Page 2 of 2

IPL Work Order # 382398

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 14 day of Sept 2012

[Signature]
Grantor's Signature

[Signature]
Grantor's Signature

STATE OF WASH
COUNTY OF SPOKANE } SS

On this day personally appeared before me

Judd, Hank E
Grantor's Name/Printed

HANK E. JUDD
Grantor's Name/Printed

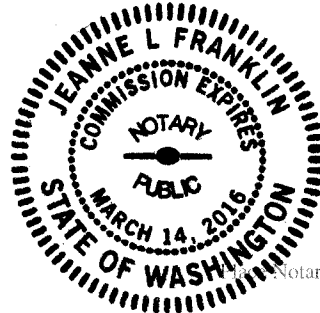
to be known to be the individual described in and who executed the within forgoing instrument, and acknowledged that (Circle one) HE SHE THEY signed the same as (Circle one) HIS HER THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of Sept, 2012

Notary Public Signature J. Franklin

Notary Public in and for the State of Wash residing at Deer Park

My commission expires Mar. 14, 2016



Notary Seal Here



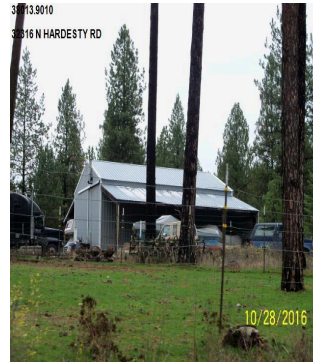
Parcel Information



Data As Of: 8/21/2024

Parcel Number: 38013.9010
Site Address: 32316 N HARDESTY RD

Parcel Image



Owner Name: SMITH, TAYLOR
Address: 32316 N HARDESTY RD, CHATTAROY, WA, 99003

Taxpayer Name: SMITH, TAYLOR
Address: 32316 N HARDESTY RD, CHATTAROY, WA, 99003-8804

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	32316 N HARDESTY RD	CHATTAROY	5.78	Acre(s)	91 Vacant Land	2024	3600	Active

Assessor Description

01-28-43 E400FT OF W785FT OF S2500FT OF SW1/4 LYG NLY OF HARDESTY RD EXC N570FT THEREOF

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
91 Vacant Land	146	733800	CHSPG	RNGE CHATTAROY SPRINGS	Jerry	(509) 477-5945

Under Washington State Law (WAC 458-07-015) The Assessor's office is required to make an exterior observation of all properties at least once every six years. **This property is scheduled for inspection between October 2028 and May of 2029.**

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2025	196,010	196,010	167,110	28,900	0	0
2024	196,010	196,010	167,110	28,900	0	0
2023	161,920	161,920	133,020	28,900	0	0
2022	125,220	125,220	100,620	24,600	0	0
2021	126,120	126,120	100,620	25,500	0	0

Characteristics

Dwelling/ Structure	Year Built	Gross Living Area	Size	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
General Purpose Bldg Wood Pole Frame	2005	NA	1,200 SF					0	0	0
Lean-to	2005	NA	640 SF					0	0	0
Lean-to	2005	NA	640 SF					0	0	0

* - Room counts reflect above grade rooms only.

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	TO10	0	0	0

Sales				
Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
09/04/2019	139,000.00	Statutory Warranty Deed	201913168	38013.9010

Property Taxes

There are special circumstances regarding this parcel. Please call (509) 477-4713 for tax information.

Disclaimer

We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane County, the Assessor, nor the Treasurer makes any warranty, express or implied, with regard to the accuracy, reliability, or timeliness of information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).