



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027440

**Liability:** \$ 80,000.00

**Fee:** \$ 560.00

**Order No.:** 25-40582-VTE

**Dated:** July 25, 2025

**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

#### Spokane County Treasurer

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: 25-40582-VTE

Date of Guarantee: July 25, 2025

Amount of Liability: \$80,000.00

Total: \$610.96

Guarantee No.: 000027440

Premium: \$560.00

Sales Tax: \$50.96

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:  
Defender Homes Airway Heights, L.L.C., a Washington Limited Liability Company, who acquired title by Deed recorded February 14, 2017 under Auditor's file number 6578849
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: 25-40582-VTE

Guarantee No.: 000027440

**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 and the City of Airway Heights.
11. Deed of Trust and the terms and conditions thereof:  
Grantor: Defender Homes Airway Heights, LLC, a Washington Limited Liability Company  
Trustee: Real Estate Management Corporation  
Beneficiary: Jeanette Rose Dibiasse as Trustee of The Jeanette Rose Dibiasse Revocable Trust  
Amount: \$643,000.00  
Dated: September 13, 2021  
Recorded: September 13, 2021  
Recording No.: 7125258 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Affects This and Other Property

12. Lien:  
Claimant: Spokane County Noxious Weed Control Board  
Against: Defender Homes Airway Heights, LLC  
Amount: \$967.14

## WA Litigation Guarantee

For: Labor, Materials and Supply Equipment  
Date Work Commenced: August 1, 2022  
Date Work Ceased: August 1, 2022  
Recorded: October 17, 2022  
Recording No.(s): 7247178 in the [official records](#)

Affects This and Other Property

13. A review of the Secretary of State records show that Defender Homes Airway Heights, LLC, a limited liability company is currently in a Delinquent status. If said company becomes Inactive, the company will cease to be an entity capable of holding title.
14. 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 Aspen Craig Addition in the [official records](#) as recorded in Volume 35 of Plats, Page(s) 98 and 99, and any amendments thereto.

Affidavit of Minor Correction of Survey and the terms and conditions thereof:

Recorded: June 14, 2010

Recording No.: 5908151 in the [official records](#)

15. Water and Sewer Easement and the terms and conditions thereof:  
Recorded: October 24, 2007  
Recording No.: 5604013 in the [official records](#)
16. Development Agreement and the terms and conditions thereof:  
Recorded: November 12, 2024  
Recording No.: 6347645 in the [official records](#)
17. Pending action in Spokane County:  
Superior Court Cause No.: 25-2-01607-32  
Being an action for: Tax Lien Foreclosure  
Plaintiff: Spokane County, a Political Subdivision of the State of Washington  
Defendant: Defender Homes Airway Heights, LLC  
Attorney for Plaintiff: Lawrence Haskell  
Telephone No.: 509-477-5764
18. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 25-40582-VTE

Guarantee No.: 000027440

### INFORMATIONAL NOTES

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

Jeanette Rose Dibiase, Trustee of The Jeanette Rose Dibiase Revocable Trust  
12123 Bayhill Drive  
Burlington, WA 98233  
As disclosed by Exception # 11

Spokane County Noxious Weed Control Board  
222 N Havana St  
Spokane, WA 99202  
As disclosed by Exception # 12

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: 25-40582-VTE

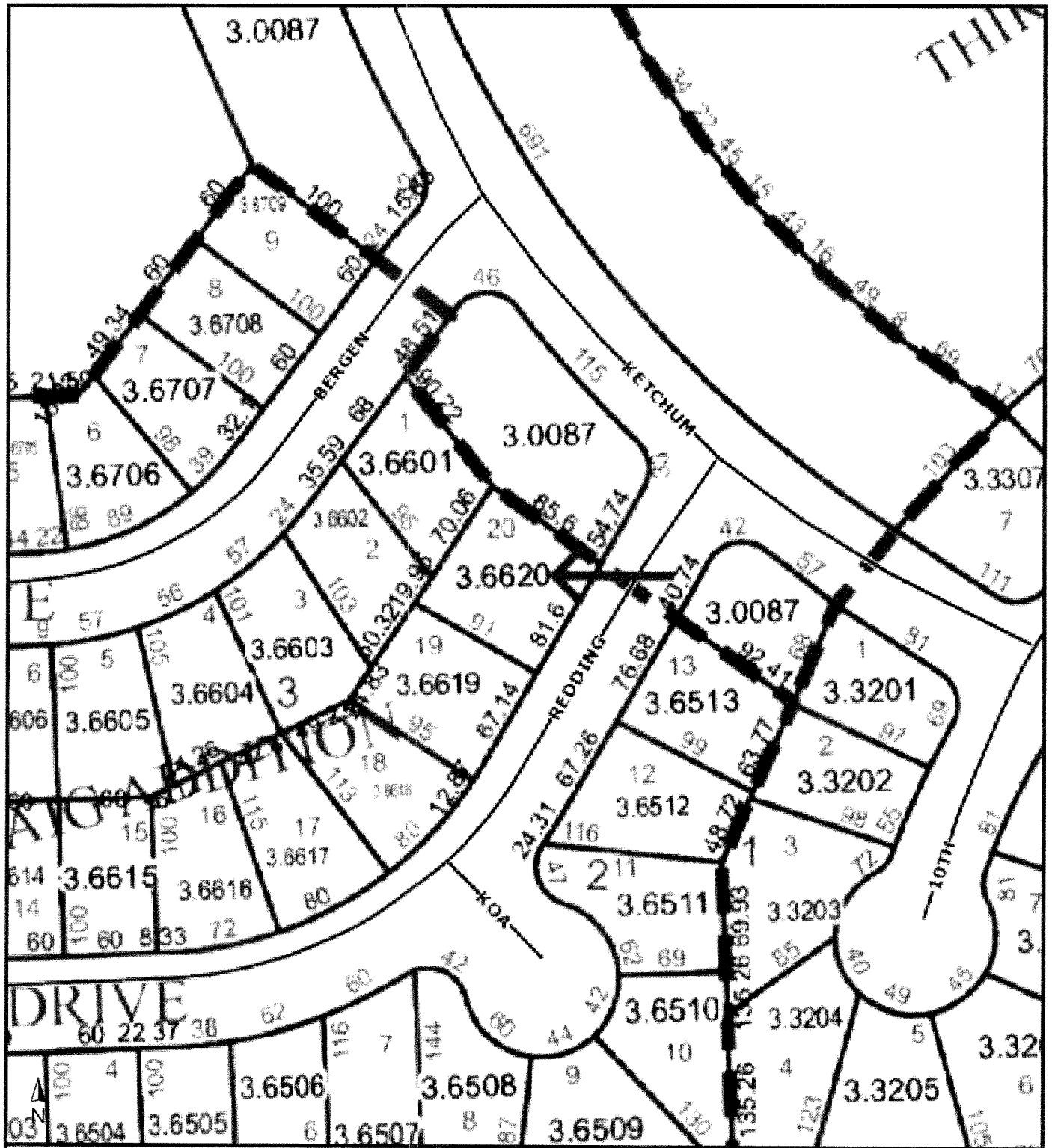
Guarantee No.: 000027440

#### **PROPERTY DESCRIPTION:**

Lot 20, Block 3, Aspen Craig Addition, as per plat thereof recorded in Volume 35 of Plats, Page(s) 98 and 99, records of Spokane County, Washington.

Situate in the County of Spokane, State of Washington.

Parcel No.: 15233.6620



VISTA  
TITLE & ESCROW

**ParcelID: 15233.6620**

**13634 W Redding Dr, Airway Heights WA 99001**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



# Parcel Information

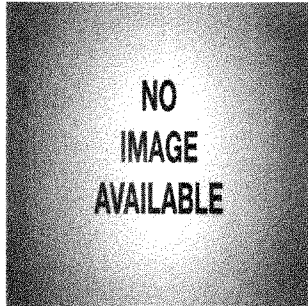


Data As Of: 8/4/2025

Parcel Number: 15233.6620

Site Address: 13634 W REDDING DR

## Parcel Image



Owner Name: DEFENDER HOMES AIRWAY HEIGHTS LLC

Address: 41499 W SUNDAY BAY RD N, DEER MEADOWS, WA, 99122

Taxpayer Name: DEFENDER HOMES AIRWAY HEIGHTS LLC

Address: 41499 W SUNDAY BAY RD N, DEER MEADOWS, WA, 99122

## Site Address

| Parcel Type | Site Address       | City           | Land Size | Size Desc.  | Description    | Tax Year | Tax Code Area | Status |
|-------------|--------------------|----------------|-----------|-------------|----------------|----------|---------------|--------|
| R           | 13634 W REDDING DR | AIRWAY HEIGHTS | 7582      | Square Feet | 91 Vacant Land | 2025     | 0370          | Active |

## Assessor Description

ASPEN CRAIG ADD: LOT 20 BLK 3 (AFN 5892427)

## Appraisal

| Parcel Class   | Appraiser | Neighborhood Code | Neighborhood Name | Neighborhood Desc | Appraiser Name | Appraiser Phone |
|----------------|-----------|-------------------|-------------------|-------------------|----------------|-----------------|
| 91 Vacant Land | 157       | 241570            | ASPR              |                   | Blaine         | (509) 477-5936  |

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 September 2027 and May of 2028.

## Assessed Value

| Tax Year | Taxable | Market Total | Land   | Dwelling/Structure | Current Use Land | Personal Prop. |
|----------|---------|--------------|--------|--------------------|------------------|----------------|
| 2026     | 80,000  | 80,000       | 80,000 | 0                  | 0                | 0              |
| 2025     | 80,000  | 80,000       | 80,000 | 0                  | 0                | 0              |
| 2024     | 80,000  | 80,000       | 80,000 | 0                  | 0                | 0              |
| 2023     | 70,000  | 70,000       | 70,000 | 0                  | 0                | 0              |
| 2022     | 65,000  | 65,000       | 65,000 | 0                  | 0                | 0              |

## Characteristics

\* - Room counts reflect above grade rooms only.

| Land Number | Soil ID | Frontage | Depth | Lot(s) |
|-------------|---------|----------|-------|--------|
| 1           | R1SL    | 0        | 0     | 1      |

## Sales

| Sale Date  | Sale Price | Sale Instrument       | Excise Number | Parcel     |
|------------|------------|-----------------------|---------------|------------|
| 02/09/2017 | 825,000.00 | Bargain and Sale Deed | 201701749     | 15233.6620 |

## Property Taxes

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

WHEN RECORDED RETURN TO:  
Defender Homes Airway Heights, LLC  
P.O. Box 620  
Cheney, WA 99004



## BARGAIN AND SALE DEED

2786523-BC

THE GRANTOR, State Bank Northwest, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to Defender Homes Airway Heights, L.L.C., a Washington Limited Liability Company, the following described real estate, situated in the County of Spokane, State of Washington, to wit:

LOTS 4 THRU 13, BLOCK 2 AND LOTS 1 THRU 20, BLOCK 3, ASPEN CRAIG  
ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 35 OF PLATS, PAGES 98  
AND 99 IN SPOKANE COUNTY, WASHINGTON.

APN: 15233.6504, 15233.6505, 15233.6506, 15233.6507, 15233.6508, 15233.6509,  
15233.6510, 15233.6511, 15233.6512, 15233.6513, 15233.6601, 15233.6602,  
15233.6603, 15233.6604, 15233.6605, 15233.6606, 15233.6607, 15233.6608,  
15233.6609, 15233.6610, 15233.6611, 15233.6612, 15233.6613, 15233.6614,  
15233.6615, 15233.6616, 15233.6617, 15233.6618, 15233.6619, 15233.6620

SUBJECT TO: Rights reserved in federal patents or state deeds, reservations, restrictions, land use and zoning laws, plat dedications, and restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future municipal, county, state or other governmental or quasi-governmental assessments.

Dated: February 9, 2017

"Grantor"

STATE BANK NORTHWEST

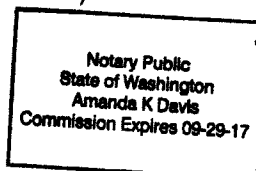
  
By: Jay Lunsford, Senior Vice President


State of Washington )

County of Spokane )

I certify that I know or have satisfactory evidence that Jay Lunsford is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Senior Vice President of State Bank Northwest to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 9, 2017



  
Notary name printed or typed: AMANDA K DAVIS  
Notary Public in and for the State of WA  
Residing at: Spokane, WA  
My appointment expires: 9-29-17

2/14/2017 201701749  
SKB \$14,690.00

Filed for record at the request of:  
Puget Sound Investors  
P.O. Box 2116  
Mount Vernon, WA 98273

**DOCUMENT TITLE:** DEED OF TRUST  
**GRANTOR:** DEFENDER HOMES AIRWAY HEIGHTS, LLC  
**GRANTEE/BENE.:** DIBIASE, JEANETTE ROSE, as Trustee of THE JEANETTE ROSE DIBIASE REVOCABLE TRUST  
**GRANTEE/TRUSTEE:** REAL ESTATE MANAGEMENT CORPORATION  
**LEGAL DESC.:** Lt. 8, 13, 14, 15, 16, 17, 18, 19, and 20 Blk 3 Aspen Craig  
**TAX PARCEL NOS.:** 15233.6608, 15233.6613, 15233.6614, 15233.6615, 15233.6616, 15233.6617, 15233.6618, 15233.6619, 15233.6620

**DEED OF TRUST**

21-20230

THIS DEED OF TRUST, made this 13 day of September, 2021, between DEFENDER HOMES AIRWAY HEIGHTS, LLC, a Washington Limited Liability Company, GRANTOR, the address of which is PO Box 620, Cheney, WA 99004, REAL ESTATE MANAGEMENT CORPORATION, a Washington Corporation, TRUSTEE, the address of which is P.O. Box 2116, Mount Vernon, WA 98273, and JEANETTE ROSE DIBIASE, as Trustee of THE JEANETTE ROSE DIBIASE REVOCABLE TRUST, BENEFICIARY, whose address is 12123 Bayhill Drive, Burlington, WA 98233.

WITNESSETH: Grantor, in consideration of the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the indebtedness evidenced by the promissory note of even date, with interest thereon, and any other sums payable thereunder and hereunder, and to secure the performance of the obligations contained herein, grant, bargain, sell and convey to Trustee and its successors and assigns forever, in trust, with power of sale, right of entry, and possession and for the benefit of the Beneficiaries, all of Grantor's estate, right, title, interest, claim and demand in the property located in Spokane County, State of Washington, described as follows:

(a) Legal Description:

**Lot. 8, 13, 14, 15, 16, 17, 18, 19, and 20 Block 3 Aspen Craig Addition, according to plat recorded in Volume 35 of Plats, Pages 98 and 99 in Spokane County, Washington.**

- (b) All buildings, structures and other improvements now or hereafter erected on the real property;
- (c) All fixtures and trade fixtures used in association with the improvements on the real property;
- (d) All personal property placed upon or used in conjunction with the real property;

(e) All of the Grantors' rights as landlord in and to all existing and future leases and tenancies, whether written or oral, and any issues or profits thereof.

(f) The rights to the proceeds of sale of any of the foregoing.

The described real property is not used principally for agricultural purposes (which is defined as an operation to produce crops, livestock or aquatic goods), together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of **SIX HUNDRED FORTY THREE THOUSAND AND NO/100 DOLLARS (US \$643,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. The term "Grantor" as used in this agreement includes the "Borrower" as defined in RCW 61.24, if the Borrower is a person or entity other than the Grantor.

To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. Grantors shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the property or any portion of the property. Without limiting the generality of the foregoing, Grantors will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel, or rock products without the prior written consent of Lender.

3. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lenders interests and to inspect the property for purposes of Grantors compliance with the terms and conditions of this Deed of Trust.

4. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

5. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

6. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

7. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's fees, attorney's fees, appraisal fees (including those related to any action for a deficiency judgment) actually incurred, as provided by statute.

8. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Each of the following, at the option of the Beneficiary, shall constitute an event of default under this Deed of Trust:

- a. Default in Indebtedness: Failure of Grantors to make any payment when due on the indebtedness.
- b. Default on Other Payments: Failure of Grantors within the time required by this Deed of Trust to make any payment for taxes or any other payment necessary to prevent filing of or to effect discharge of any lien.
- c. Compliance Default: Failure of Grantors to comply with any other term, obligation, covenant or condition contained in this Deed of Trust or Note.
- d. Defective Collateralization: This Deed of Trust ceases to be in full force and effect at any time for any reason.
- e. Foreclosure: Commencement of foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantors or by any governmental agency against any of the real property described herein.

5. Upon occurrence of any event of default and at any time thereafter, all sums secured hereby shall immediately become due and payable, at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Pursuant to RCW 62.9-501(4), if this deed of trust encumbers both real and personal property, the trustee is authorized to sell all or any portion of the grantor's interest in the real and personal property at the trustee's sale. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. With regard to any personal property, fixtures, assignments of choses, such security may be foreclosed as provided herein, or as may otherwise be provided by law.

6. Nothing herein contained shall prohibit Beneficiary from pursuing any other remedy available to it or its successor at law. Specifically, Beneficiary or Trustee shall be entitled to take possession of any property defined as security hereunder, to marshal the assets defined as security hereunder, and to the appointment of a receiver in the manner provided by law, without regard to the sufficiency of the property or any other security for the indebtedness secured hereby, which receiver shall be entitled to collect the rents, profits, proceeds of sale, or other income generated by the property used as security hereunder, and the application of such sums to the indebtedness owed Beneficiary. Beneficiary, or Beneficiary's agent or designee, shall be entitled to act in the capacity of receiver without necessity of appointment by the court having jurisdiction, and without bond. In the event Beneficiary obtains the appointment of a receiver from a court of competent jurisdiction, Beneficiary may so act or may designate Beneficiary's agent so to act, without bond to the extent allowed by law. The costs of such receivership shall be added to and become a part of the debt secured by this Deed of Trust.

7. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

8. The power of sale conferred by this Deed of Trust and by the deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a

mortgage.

9. In the event of the death, incapacity, disability or resignation of Trustee or the election of the beneficiary to replace the trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

10. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

11. This Deed of Trust is personal to the Grantor herein. In the event of the sale, lease, assignment or transfer of all or a part of the Grantors interest in the real property, whether legal, beneficial or equitable, the full balance of principal and interest due on the Note secured by this Deed of Trust shall be due and payable in full. However, provided that the Grantor is in full compliance with the terms and conditions of this Deed of Trust and the Promissory Note secured thereby, individual parcels shall be released from the Deed of Trust in consideration of a principal reduction payment to the beneficiary in the amount of \$85,000.00 per lot to be released, or by providing suitable replacement collateral acceptable to the Beneficiary.


DEFENDER HOMES AIRWAY HEIGHTS, LLC

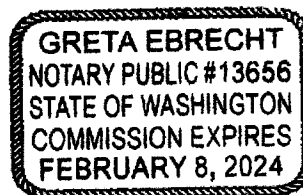
By:   
STEVEN C. EMTMAN, Managing Member

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF SPOKANE     )

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, STEVEN C. EMTMAN, to me known to be the Managing Member of DEFENDER HOMES AIRWAY HEIGHTS, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and that he is authorized to execute the same.

Witness my hand and official seal this 13<sup>th</sup> day of September, 2021.

  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane.  
My appointment expires 02/08/2024.



**REQUEST FOR FULL RECONVEYANCE**

Do Not Record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

10/17/2022 11:25:27 AM

7247178

Recording Fee \$40.00 Page 1 of 2  
Lien SPOKANE COUNTY NOXIOUS WEED CONTROL BOARD  
Spokane County Washington



**SPOKANE COUNTY NOXIOUS WEED CONTROL BOARD**  
**222 N HAVANA**  
**SPOKANE, WA 99202**  
**(509) 477-5777**

**LIEN FOR LABOR, MATERIALS AND EQUIPMENT  
USED IN CONTROLLING NOXIOUS WEEDS**

**SPOKANE COUNTY NOXIOUS WEED CONTROL BOARD, Claimant**  
**vs.**  
**DEFENDER HOMES AIRWAY HEIGHTS, LLC**

Notice is hereby given that on August 1, 2022 the Spokane County Noxious Weed Control Board, pursuant to R.C.W. Chapter 17.10, as amended, after having duly notified the owner that a violation of Chapter 17.10 exists, commenced to perform labor, furnish materials and supply equipment for the abatement of noxious weeds upon:

|                  |            |  |
|------------------|------------|--|
| <b>PARCEL'S:</b> | 15233.6506 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 6 BLK 2 (AFN 5892427) |
|                  | 15233.6507 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 7 BLK 2               |
|                  | 15233.6508 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 8 BLK 2               |
|                  | 15233.6509 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 9 BLK 2               |
|                  | 15233.6510 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 10 BLK 2              |
|                  | 15233.6511 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 11 BLK 2              |
|                  | 15233.6516 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 16 BLK 2              |
|                  | 15233.6517 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 17 BLK 2              |
|                  | 15233.6601 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 1 BLK 3               |
|                  | 15233.6602 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 2 BLK 3               |
|                  | 15233.6603 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 3 BLK 3               |
|                  | 15233.6604 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 4 BLK 3               |
|                  | 15233.6605 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 5 BLK 3               |
|                  | 15233.6606 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 6 BLK 3               |
|                  | 15233.6607 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 7 BLK 3               |
|                  | 15233.6608 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 8 BLK 3               |
|                  | 15233.6609 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 9 BLK 3               |
|                  | 15233.6610 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 10 BLK 3              |
|                  | 15233.6611 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 11 BLK 3              |
|                  | 15233.6612 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 12 BLK 3              |
|                  | 15233.6613 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 13 BLK 3              |
|                  | 15233.6614 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 14 BLK 3              |
|                  | 15233.6615 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 15 BLK 3              |
|                  | 15233.6616 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 16 BLK 3              |
|                  | 15233.6617 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 17 BLK 3              |
|                  | 15233.6618 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 18 BLK 3              |
|                  | 15233.6619 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 19 BLK 3              |
|                  | 15233.6620 | 23-25-41 SW ¼ ASPEN CRAIG ADD: LOT 20 BLK 3              |

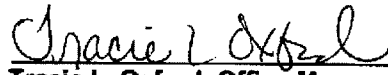
of which the property owner, or reputed owner is:

**DEFENDER HOMES AIRWAY HEIGHTS, LLC**  
**15202 E SPRAGUE AVE #667**  
**SPOKANE VALLEY, WA 99037**



the performance of which labor, furnishing material and supplying of equipment ceased on August 1, 2022 and that such labor, materials and equipment, plus fees, has the value of \$967.14 and the undersigned claims a lien upon the property herein described for \$967.14.

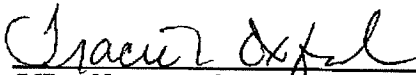
**Spokane County Noxious Weed Control Board**



Tracie L. Oxford, Office Manager

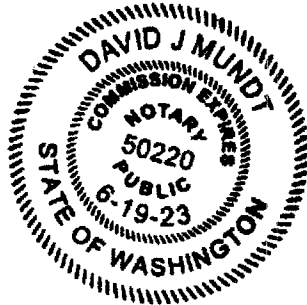
STATE OF WASHINGTON     }  
  } SS  
COUNTY OF SPOKANE     }

Tracie L. Oxford, being sworn, says: I am the Office Manager for the Spokane County Noxious Weed Control Board, claimant above named; I have heard the foregoing claims, read and know the contents thereof, and believe the same to be just.



Office Manager, Spokane County Noxious Weed Control Board

SUBSCRIBED and SWORN to before me this 11 day of October 2022




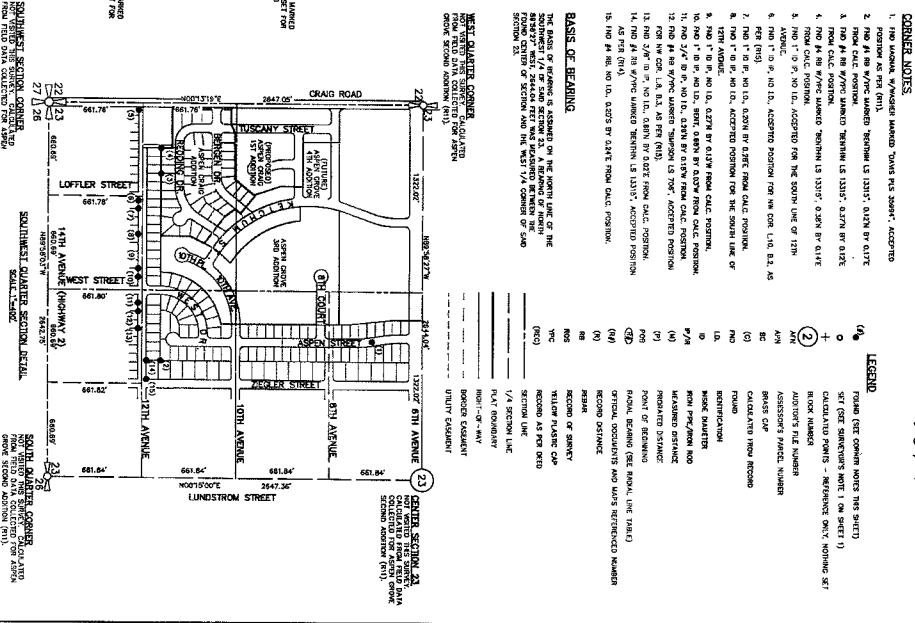


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SPOKANE

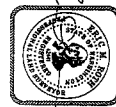


Qat #4079

William C. Anderson  
Spokane County Auditor  
Deputy



Störhånen  
civil engineering planning  
landscape architecture surveying



|                |              |             |          |
|----------------|--------------|-------------|----------|
| DATE           | 09/24/09     | SCALE       | AS SHOWN |
| FIELD BOOK     | BKS. 10 & 19 | DRAWN       | RHM      |
| PROJECT NUMBER | 06-051       | DRAWING NO. | 2 OF 2   |

Storhaug Engineering  
510 East Third Avenue  
Spokane, Washington 99202  
p 509.242.1000 f 509.242.1001

06/14/2010 10:51:25 AM  
Recording Fee \$62.00 Page 1 of 1  
Affidavit STORHAUG ENGINEERING  
Spokane County Washington

5908151



### AFFIDAVIT OF MINOR CORRECTION OF SURVEY

GRANTOR/SURVEYOR: Eric M. Roth, PLS GRANTEE: PUBLIC

LEGAL DESCRIPTION: T 25 N R 41E (W/E) SEC. 23 WM SW 1/4 1/4,

Gov. Lot, DLC, HES, Plat or other: Plat: Aspen Craig Addition

I, Eric M. Roth, PLS, being first duly sworn on an oath, depose and say that I am a Professional Land Surveyor, that I made a survey of land for Aspen Craig Addition which document was recorded on the 16<sup>th</sup> day of April, 2010, in book 35 on page(s) 98-99, Recording Number 5892427, Records of Spokane County Auditor's Office, Spokane, Washington, said document being a Plat (Record of Survey, Plat, Short Plat, Boundary Line Adjustment, Condominium, Large Lot Division). That there being a minor survey, spelling, mathematical or drafting error, or omitted signature which does not in any way materially subvert the approval of the original document by changing lot areas so as to effect zoning approvals, easements, conditions of approval or access roadways, the affiant approves the following change to the aforementioned recordings as follows:

Parcel adjacent to Craig Rd., address S. 1008 Tuscany Street, indicated as Lot 1, Block 2 to be shown as Lot 14, Block 2.  
Parcel adjacent to Craig Rd., address S. 1012 Tuscany Street, indicated as Lot 2, Block 2 to be shown as Lot 15, Block 2.  
Parcel adjacent to Craig Rd., address S. 1104 Tuscany Street, indicated as Lot 3, Block 2 to be shown as Lot 16, Block 2.  
Parcel adjacent to Craig Rd., address S. 1112 Tuscany Street, indicated as Lot 4, Block 2 to be shown as Lot 17, Block 2.

Surveyor Seal:

  
Professional Land Surveyor

42441  
License Number

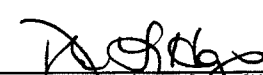
STATE OF WASHINGTON  
County of SPOKANE

On this day personally appeared before me ERIC M. ROTH, PLS to me known to be the individual/corporation described in and who executed the within and foregoing instrument and acknowledged to me that (he/she) he signed the same as (his/her) his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Seal:



  
Notary Public in and for the State of Washington  
Residing at SPOKANE, WA



After recording, return to:  
Charles V. Carroll, Attorney  
522 W. Riverside, Suite 420  
Spokane, WA 99201

10/24/2007 03:29:41 PM  
Recording Fee \$44.00 Page 1 of 5  
Easement CHARLES V. CARROLL, ATTORNEY  
Spokane County Washington

5604013



## WATER AND SEWER EASEMENT

GRANTOR, LANDRETH FAMILY INVESTMENTS LIMITED PARTNERSHIP, a Washington limited partnership, being the fee owner of the following described real property situate in Spokane County, State of Washington:

A portion of the Southwest Quarter of Section 23, Township 25 North, Range 41 East, W.M., further identified as Assessor's Tax Parcel Nos. 15233.0010, 15233.0051 and 15233.0053.

does hereby, for valuable consideration, grant and convey to ASPEN GROVE DEVELOPMENT, INC., a Washington corporation, its successors and assigns, GRANTEE, a permanent non-exclusive easement for the installation, maintenance and repair of water and sewer utilities, and ingress and egress incidental to such purposes and for an emergency vehicle access turnaround area, on, over, under and across the following described portion of said tract:

Legal description set forth on attached Exhibit "A" and shown on drawing on attached Exhibit "B", and incorporated herein by this reference.

Said easement shall run with the land herein described and shall be binding on the heirs, successors and assigns of the undersigned Grantor. Grantee and its successors and assigns shall be solely responsible for all costs of installation, maintenance and repair of the water and sewer utilities placed on said easement.

DATED: September 15, 2007  
*[Signature]*

R. E. Excise Tax Exempt

Date

Oct 31 2007  
Spokane County Treas.

By *[Signature]*

LANDRETH FAMILY INVESTMENTS  
LIMITED PARTNERSHIP

BY: *[Signature]*

Jay H. Landreth, General Partner

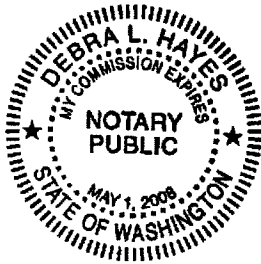
STATE OF WASHINGTON)

) ss:

County of Spokane )

On this day personally appeared before me JAY H. LANDRETH, known to me or proven to me on the basis of satisfactory evidence, to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned on behalf of LANDRETH FAMILY INVESTMENTS LIMITED PARTNERSHIP, a Washington limited partnership, and stated that he was authorized to so as General Partner of said entity.

Given under my hand and official seal this 15<sup>th</sup> <sup>October</sup> day of ~~September~~, 2007.



A handwritten signature of Debra L. Hayes in cursive script.

Notary Public in and for the State of  
Washington, residing at Spokane, WA  
My commission expires 05-01-08

## EXHIBIT (A)

**LEGAL DESCRIPTION** (Water & Sewer Easement for Proposed Aspen Craig Addition & Aspen Craig 1<sup>st</sup> Addition)

A parcel of land situate in the Southwest ¼ of Section 23, Township 25 North, Range 41 East of the Willamette Meridian, City of Airway Heights, Spokane County, Washington and more particularly described as follows:

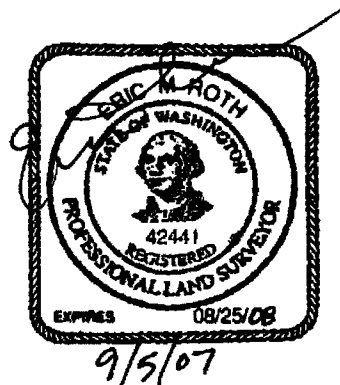
**Commencing** at the West ¼ Corner of said Section 23 being a ¾" ID IP in County Monument Case, said point bears North 89° 58' 27" West 2644.04 feet from the Center of said Section 23 being a 2" ID IP w/ 3/16" Copper wire in concrete; thence along the north line of said Southwest ¼, South 89°58'27" East, a distance of 770.88 feet; thence South 00°01'33" West, a distance of 91.90 feet to the intersection with the south right of way line of 6<sup>th</sup> Avenue, said point being the **True Point Of Beginning**; thence along a non tangent curve concave to the Southwest, having a radius of 30.00 feet, a central angle of 89°58'51", an arc length of 47.11 feet, a chord bearing of South 44°59'01" East, and a chord length of 42.42 feet; thence South 00°00'24" West, a distance of 65.93 feet; thence along a tangent curve to the Right, having a radius of 470.00 feet, a central angle of 19°59'46", an arc length of 164.03 feet; thence South 20°00'10" West, a distance of 185.03 feet; thence along a tangent curve to the Left, having a radius of 830.00 feet, a central angle of 21°30'22", an arc length of 311.54 feet; thence along a tangent curve to the Right, having a radius of 25.00 feet, a central angle of 91°32'46", an arc length of 39.94 feet; thence North 89°57'26" West, a distance of 53.17 feet; thence South 00°02'20" West, a distance of 60.00 feet; thence South 89°57'26" East, a distance of 63.27 feet; thence along a tangent curve to the Right, having a radius of 25.00 feet, a central angle of 81°02'47", an arc length of 35.36 feet; thence along a tangent curve to the Left, having a radius of 830.00 feet, a central angle of 19°08'09", an arc length of 277.21 feet; thence along a tangent curve to the Right, having a radius of 25.00 feet, a central angle of 72°09'28", an arc length of 31.48 feet; thence South 44°06'40" West, a distance of 15.85 feet; thence along a tangent curve to the Left, having a radius of 230.00 feet, a central angle of 4°38'35", an arc length of 18.64 feet; thence South 39°28'05" West, a distance of 5.69 feet; thence South 50°31'55" East, a distance of 60.00 feet; thence North 39°28'05" East, a distance of 5.69 feet; thence along a tangent curve to the Right, having a radius of 25.00 feet, a central angle of 104°50'56", an arc length of 45.75 feet; thence along a tangent curve to the Left, having a radius of 830.00 feet, a central angle of 7°58'03", an arc length of 115.42 feet; thence along a tangent curve to the Right, having a radius of 25.00 feet, a central angle of 76°15'34", an arc length of 33.27 feet; thence South 32°36'33" West, a distance of 54.74 feet; thence South 52°15'37" East, a distance of 60.24 feet; thence North 32°36'33" East, a distance of 40.74 feet; thence along a tangent curve to the Right, having a radius of 25.00 feet, a central angle of 96°15'00", an arc length of 42.00 feet;

(Legal Continued)

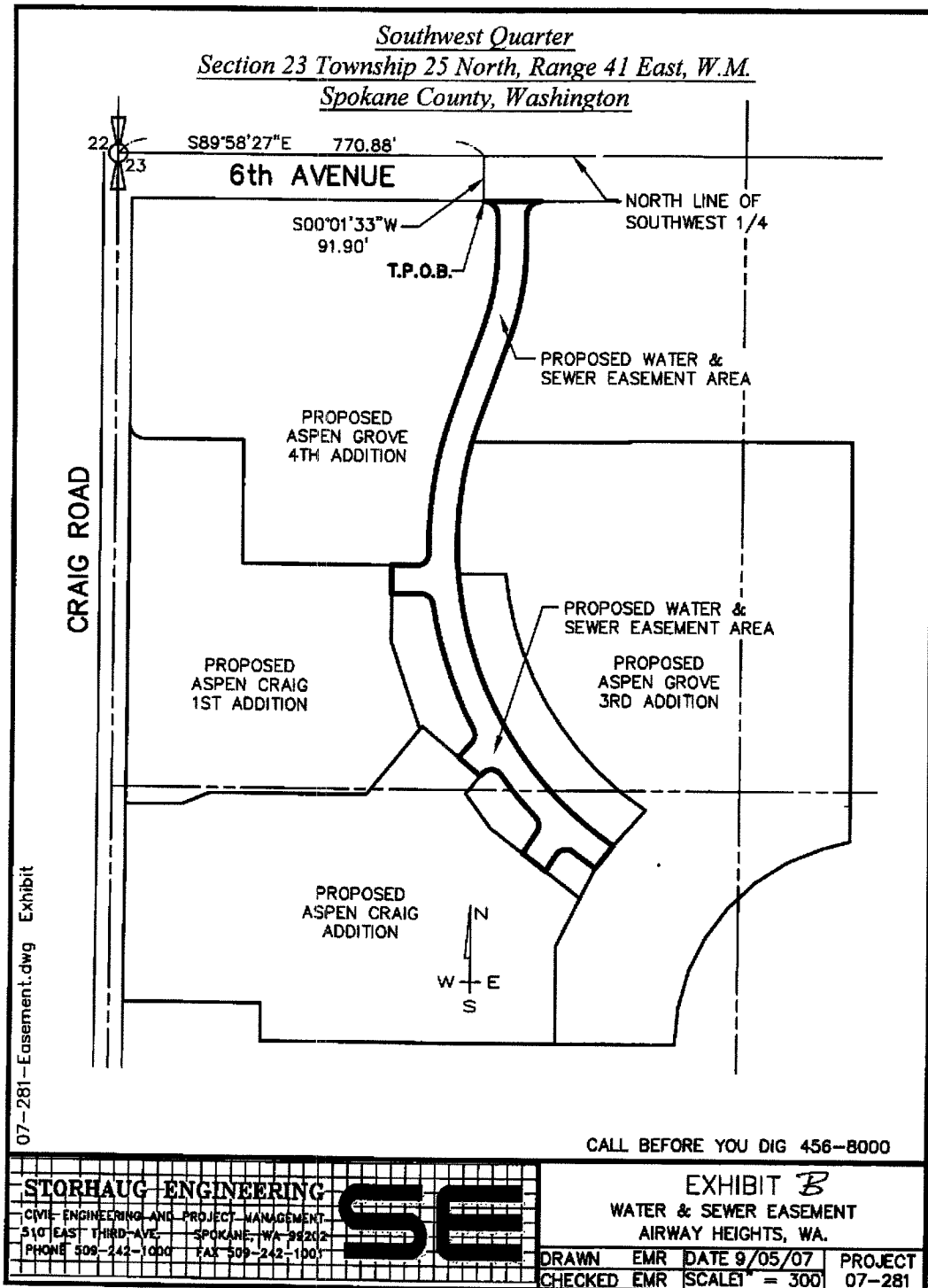
(Legal Continued)

thence along a tangent curve to the Left, having a radius of 830.00 feet, a central angle of  $3^{\circ}55'57''$ , an arc length of 56.97 feet; thence North  $38^{\circ}04'56''$  East, a distance of 60.10 feet; thence along a non-tangent curve concave to the East, having a radius of 770.00 feet, a central angle of  $75^{\circ}19'21''$ , an arc length of 1,012.26 feet, a chord bearing of North  $17^{\circ}39'30''$  West, and a chord length of 940.93 feet; thence North  $20^{\circ}00'10''$  East, a distance of 185.03 feet; thence along a tangent curve to the Left, having a radius of 530.00 feet, a central angle of  $19^{\circ}59'46''$ , an arc length of 184.97 feet; thence North  $00^{\circ}00'24''$  East, a distance of 65.89 feet; thence along a tangent curve to the Right, having a radius of 30.00 feet, a central angle of  $90^{\circ}01'09''$ , an arc length of 47.13 feet to the intersection with the south line of said 6<sup>th</sup> Avenue; thence, along said south line, North  $89^{\circ}58'27''$  West, a distance of 120.00 feet to the **True Point Of Beginning**,

Said described land contains 2.38 Acres, more or less.







**RETURN NAME and ADDRESS**



City of Airway Heights  
1208 S. Lundstrom St.  
Airway Heights, WA 99001

Please Type or Print Neatly and Clearly All Information

**Document Title(s)**

Development Agreement

**Reference Number(s) of Related Documents**

Exhibit A, Property Map; Exhibit B, Required SEPA Mitigations/Conditions, ZMA 2013-01;  
Exhibit

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

City of Airway Heights

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

Steve Emtman, Defender Development

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

SW ¼ of Section 23, Township 25 N, Range, 41 EWM, Aspen Craig Subdivision

**Assessor's Tax Parcel ID Number:** 15233.6601-15233.6620; 15233.6501-15233.6513;  
15233.6701-15233.6709; 15233.6514-15233.6517; 15233.6401

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

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 3rd day of November, 2014 ("**Effective Date**"), by and between the CITY OF AIRWAY HEIGHTS, a municipal corporation of the State of Washington (the "**City**"), and DEFENDER DEVELOPMENT, LLC, a Washington limited liability company and its related entities (the "**Developer**"), jointly referred to as "**Parties**."

### RECITALS

- A. Developer owns approximately 10.33 acres of real property located in the City of Airway Heights and intends to construct a multi-family residential development known as Aspen Craig. A legal description of the subject property is attached hereto as Exhibit "A" and by this reference is incorporated herein (the "**Property**").
- B. On May 13, 2013, Developer applied for a rezone on the Property from R-2 (Duplex Residential) and RM (Residential Manufactured) to R-3 (Multi-Family Residential), which was approved by the Airway Heights City Council on November 4, 2013 under Ordinance C-805 ("**Project**").
- C. On August 1, 2013, the City issued a MDNS pursuant to the State Environmental Policy Act ("SEPA"), which contained conditions for the Project including that the Developer enter into a Development Agreement with the City. See Exhibit B.
- D. This Development Agreement is entered into pursuant the authority of RCW 36.70B.170 and RCW 43.21C.060.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Developer agree as follows:

### AGREEMENT

#### I. DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

A. "**Applicable Rules**" means those provisions set forth in Titles 13 through 18 of the Airway Heights Municipal Code ("AHMC") existing on the Vesting Date. Applicable Rules shall not include any requirements set forth in any of the following: the Americans with Disabilities Act, Chapter 19.27 RCW – the State Building Code, or the Administrative Regulations adopted pursuant to either state or federal statute. Applicable Rules shall also not include any provisions of the uniform codes including, but not limited to, building, fire, plumbing and electrical codes adopted by the state and modified by the City.

B. **“Developer”** means Defender Development, LLC, or their successors and assigns including any lot or unit owner.

C. **“Permit”** means permission, approval or other consent which allows for the development of the Property to include but not be limited to, clearing, grading and improving the same with either above or below ground structures, facilities and appurtenances.

D. **“Subsequent Rules”** means all ordinances, resolutions, codes, rules, regulations and official policies of city, amended or adopted after the Vesting Date and prior to the expiration or termination of this Agreement which amend any Applicable Rules, are inconsistent with any Applicable Rules or are inconsistent with this Agreement.

E. **“Subsequent Project Approvals”** means all Project approvals required by law or city policy after approval of this Agreement to construct the Project including, but not limited to, Clearing and Grading Permits, Preliminary and Final Subdivision approval, Binding Site Plan approval, Building Permits and Occupancy Permits.

F. **“Vesting Date”** means the Effective Date.

G. Capitalized terms not otherwise defined shall have the meaning set forth in the Airway Heights Municipal Code or common understanding.

## II. DEVELOPMENT OF THE PROPERTY

2.1 Right to Develop. During the Term and subject to the terms and conditions of this Agreement, including the reservations of authority set out in Section 2.5 herein below, Developer shall have a vested right to develop, construct and repair the Project in accordance with, and to the extent of the Applicable Rules and this Agreement; provided all such development, construction, and repair shall be subject to Subsequent Project Approvals. The Project shall remain subject to all Subsequent Project Approvals required to complete the Project. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property, nor shall this Agreement relieve Developer from Developer's obligations to comply with rules and regulations applicable to the Property and Developer's development of the same, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Property.

2.1.1 The right to develop the Property pursuant to the Applicable Rules is hereby authorized pursuant to City Ordinance C-805 with the understanding that this Agreement shall control and supersede terms in Ordinance C-805, which are inconsistent herewith.

2.1.2 Developer shall obtain all required Permits prior to commencing construction of the Project.

2.2 Effect of Agreement on Subsequent Rules. Subsequent Rules shall not be applicable to the Property except as otherwise provided in this Agreement, including Section 2.5.

Developer may elect to comply with Subsequent Rules to the extent they are inconsistent with the Applicable Rules upon the agreement of the City.

2.3 Changes to Project and Amendments.

Any Subsequent Project Approval involving a change or amendment of the Project but which do not create new significant environmental impacts not evaluated in the MDNS, all as set forth in Chapter 197-11 WAC, shall not require an amendment to this Agreement and shall be subject to the Applicable Rules. Any Subsequent Project Approval involving a change or amendment of the Project that may have a probable significant adverse environmental impact not evaluated in the MDNS and not covered by the range of alternatives and impacts analyzed in the MDNS, shall be subject to Subsequent Rules.

2.4 Subsequent Project Approvals. City shall accept for processing, review and action all applications for Subsequent Project Approvals, and such applications shall be processed in the normal manner for processing such matters.

2.5 Reservations of Authority. Notwithstanding any other provision of this Agreement, the following shall apply to the Development of the Property.

(a) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(b) Regulations governing construction standards and specifications as follows: the Uniform Building Code, Uniform Plumbing Code, National Electric Code, and Uniform Fire Code.

(c) Taxes, fees, charges or assessments (including mitigation and/or impact fees) adopted after the Vesting Date which apply uniformly throughout the City or within a defined area of benefit which includes the Property; provided, Developer may request a credit for the total value of dedicated land or public facilities provided by Developer as a condition of Subsequent Project Approval if the land, public facilities or payments are identified as System Improvements under Chapter 82.02 RCW or in cases where the City, in the City's discretion, determines that such dedication of land or public facilities serve the goals and objectives of the capital facilities plan approved by the City Council.

(d) Regulations which the City and Developer mutually agree, by written consent, may be applied to Development of the Property.

### III. DEVELOPMENT OF THE PROJECT CONDITIONS OF DEVELOPMENT

3.1 Density. As set forth in Ordinance C-805, the Project shall be limited to a density not to exceed fifteen (15) units per acre.

3.2 Sound Mitigation and Notice to Tenants and Purchasers. Sound mitigation, as required under AHMC 17.16 (JLUS Protections for Fairchild Air Force Base) shall be installed in all residential units.

A notice, in a form acceptable to the City, that residential units are likely to experience noise from aviation over-flight activities shall be included in all lease or sale documents. Attached as Exhibit C is the form notice acceptable to the City. In addition, tenants and purchasers shall be provided, and required to sign, a separate notice that occupants of the Project will likely experience noise from aviation over-flight activities and waive any right to make a claim, demand or file suit seeking damages and/or injunctive relief regarding such noise against any person or governmental entity. The notice signed by tenants shall be retained by Developer or its agent. The notice signed by a purchaser shall be recorded with the Spokane County Auditor with a copy provided to the City of Airway Heights Building Department.

3.3 Traffic Impact Fee. Pursuant to AHMC Chapter 12.18, the Developer shall pay \$800.00 per unit to the Craig Road/SR-2 Intersection Mitigation Fund.

3.4 Water Service Connection. AHMC 13.04.135 entitled "Use of Classification" sets forth the classification schedule that determines the Connection Fees to be paid for water service to the Property. Developer shall pay the cost of a one inch (1") meter connection to serve each structure that contains no more than four (4) separate dwelling units with the number of fixture units that does not exceed the calculation set forth on Exhibit D. It is understood that a single water meter will serve four (4) units with one meter for the building. No further fixtures shall be added to a unit beyond that set forth in Exhibit D unless approved in advance by the City. Installation of additional fixtures may require the installation of a larger meter at the expense of the property owner. If in the future, individual units within a structure are subdivided with the intent to transfer to separate ownership, appropriate and adequate water meters shall be installed for each separated unit prior to the transfer of said unit(s).

The City, in its discretion, may elect to send one utility bill for each four plex that contains the total City utility charges for the building. The property owner shall be responsible to pay all City utility charges unless agreed otherwise. Alternatively, the City may elect to send a utility bill to each owner/tenant occupying a unit that will contain the total City utility charges, with the cost of water service divided by the number of units in the building that are receiving water service.

The section 3.4 shall survive termination of the Agreement and be considered a covenant running with the Property.

#### IV. MISCELLANEOUS

4.1 Term. This Agreement shall commence on the date it is fully executed by the Developer and the City. In the event of any appeal by a third party of the City's approval of this Agreement, the Effective Date shall be automatically extended to the date that any such appeal is finally resolved. Developer agrees to defend, hold harmless and indemnify the City from and against any and all liability, damages, costs or expenses, including attorney's fees, arising from Developer undertaking any construction activities during such appeal. Developer shall have ten (10) years from the Effective Date to apply for all Subsequent Project Approvals unless this Agreement is sooner terminated or extended by mutual written consent of the City and the Developer. Once Developer has obtained a building permit for the Project, this Agreement shall continue until such building permits (including any extension to the term of the building permits which the City may grant,) expire or the Project is complete, whichever occurs first. Upon expiration of this Agreement, the Property shall be subject to the then existing development code and zoning classification as set forth on the official City zoning map.

4.2 Permitted Delays. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process of by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. Delaying Party shall promptly notify the other party in writing of any delay hereunder as soon as possible after the same has been ascertained.

4.3 City Delays. If any City approvals required hereunder shall be unreasonably delayed beyond the normal time period by no fault of Developer, the term of this Agreement shall be extended by a period equal to the time of the delay.

4.4 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Mutual agreement of the parties;
- (b) Completion of the Project in accordance with the terms of this Agreement, including all required occupancy permits, and acceptance by City or the applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the

provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

4.5 Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

4.6 Relationship of Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Developer is an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

4.7 Notices. All notices under this Agreement shall be in writing and shall be effective when personally delivered or 48 hours after deposit in the United States mail first-class, as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

To Developer:            Steve Emtman

To City:                    City of Airway Heights  
Attn.: Development Services Director  
1208 S. Lundstrom  
Airway Heights, WA 99001

and to:                    Stanley M. Schwartz  
Witherspoon Kelley  
422 W. Riverside, Ste. 1100  
Spokane, WA 99201



Either party may change its address by giving notice in writing to the other party.

4.8 Entire Agreement. This Agreement is complete and sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

4.9 Amendments. This Agreement may only be amended in writing signed by the City and the Developer.

4.10 Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane County Auditor.

4.11 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the parties have been materially altered or abridged.

4.12 Interpretation and Venue. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. For any judicial proceeding, venue shall be Spokane County.

4.13 Assignment. The parties acknowledge that Development of the Project likely will involve sale, conveyance, or assignment of all or portions of the Property to third parties who will own, develop and/or occupy portions of the Property and buildings thereon. Developer shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights, or obligations under this Agreement or in the Property to other parties acquiring an interest or estate in all or any portion of the Property, including a transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

In any such transfer or assignment, if the transferee or assignee agrees in writing to assume the obligations herein pertaining to the Property transferred or assigned, then the transferee or assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Developer who has so transferred or assigned its rights, shall be thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that such Developer shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Property still owned by such Developer.

4.14 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

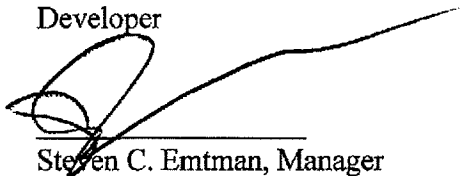
4.15 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

4.16 Non-Enforcement not Waiver. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

4.17 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

Signed the year and date set forth above.

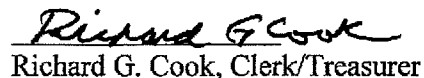
Developer

  
Steven C. Emtman, Manager

City

  
Albert Tripp, City Manager

Attest:

  
Richard G. Cook, Clerk/Treasurer

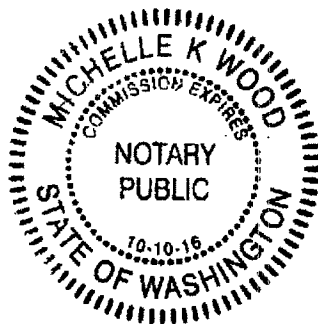
Approved as to form:

  
City Attorney

STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

I certify that I know or have satisfactory evidence that STEVEN C. EMTMAN executed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it, as the Manager of Defender Developments LLC to be the free and voluntary act of such company, for the uses and purposes mentioned in the instrument.

DATED: 11-6-, 2014.



Michelle K Wood  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Spokane, Co  
My appointment expires: 10-10-16

**Exhibit A**  
**The Property**

**Exhibit B**  
**SEPA MDNS**

**Exhibit B**  
**Required SEPA Mitigations/Conditions, ZMA 2013-01**

The proponent shall enter into a developer agreement with the City agreeing to the following as a condition of approval for this request to change the zoning designation of the property referred to as the Aspen Craig Subdivision from its current R-2, Duplex/RM, Manufactured Residential to R-3, Multi-Family Residential.

1. The proposed new zoning designation, R-3, Multi-Family Residential, allows for a density of 10-20 units/acre. A condition for approval of the proposed R-3 zoning designation shall be a cap in allowed density, not to exceed 10-units/acre.
2. Sound mitigation, as required under AHMC 17.16, JLUS Protections for Fairchild Air Force Base, shall be installed in all residential units.
3. Notice that these residential units are likely to experience noise from aviation over-flight activities shall be included in the declaration section of any lease or sale documents.
4. Potential tenants/lessees shall be provided, and required to sign, a separate notice that residents of these units will likely experience noise from aviation over-flight activities and waive any right to complain regarding disturbance from such noise. The original copy of the notice shall be kept in the tenant's rental file and a copy returned to the tenant for their records.
5. Potential purchasers of any of these properties shall be provided, and required to sign, a separate notice that residents of these units will likely experience noise from aviation over-flight activities and waive any right to complain regarding disturbance from such noise. The notice shall be recorded as part of the sales agreement, a copy shall be provided to the purchaser, and a copy shall be provided to the City of Airway Heights Building Department to be kept in the City file for the structure.
6. Contribution to the "Craig Rd./SR-2 Intersection Mitigation Fund" shall be required at \$800/per unit.

This list of conditions is not necessarily complete at this time. This is a preliminary list based on the submitted SEPA Checklist and rezone application. Final conditions shall be determined after the close of the SEPA comment period, August 16, 2013, and the scheduled public hearing regarding this proposal on October 16, 2013.

**Exhibit C**  
**Notice of Aviation Activity**

**Acknowledgement  
of Noise Impacts to Property**

This notice is to inform the buyer/lessee/renter and occupants of this property, \_\_\_\_\_, Unit # \_\_\_\_\_, located on Spokane County parcel number \_\_\_\_\_, that they are likely to experience repetitive noise from aviation over-flight activities that may affect the use and enjoyment of the property. By signing below, the buyer/lessee/renter, acknowledges this notice and hereby agrees to hold harmless and waive all claims, causes of action, liability and damages against the City of Airway Heights, Spokane International Airport, and Fairchild Air Force Base caused by or resulting from such aircraft or over-flight noise.

\_\_\_\_\_  
Buyer/Lessee/Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Lessee/Renter Printed

\_\_\_\_\_  
Seller/Leasing/Renting Agent Signature

\_\_\_\_\_  
Date

(This original document must be recorded as part of any sales agreement on affected properties, as shown in AHMC 17.16, JLUS Protections for Fairchild Air Force Base, with a copy being provided to the buyer, a copy kept on file by the seller, and a copy returned to the City of Airway Heights Building Department for the property's file. For leased or rented properties on affected properties, the original document must be kept on file with the rental/leasing agent and a copy provided to the lessee or renter.)



**Exhibit D**

**4-Plex Fixture Count, 1" Meter**

**David N. Randall, Civil Engineer**  
**521 W. Cameron Road**  
**Spangle, Washington 99031**  
**Ph/Fax: (509) 245-3402**  
**Cell: (509) 951-7411**

August 20, 2014

Steve Emtman  
521 1<sup>st</sup> Street  
Cheney, Washington 99004

Re: **Revised** Calculation of water meter sizing required for the Aspen Craig 4 Plexes  
proposed for construction in Airway Heights, Washington.

Steve,

The following table has been changed to reflect modifications to the proposed fixture layout. The information listed in the table below summarizes the Fixture Units calculated for the proposed 4 plexes.

Fixture Unit Summary

| Fixture        | Total Number | Fixture Units | Total Fixture Units |
|----------------|--------------|---------------|---------------------|
| Bath Sink      | 4            | 1             | 4                   |
| Kitchen Sink   | 4            | 1.5           | 6                   |
| Water Closet   | 4            | 2.5           | 10                  |
| Shower         | 4            | 2             | 8                   |
| Clothes Washer | 4            | 4             | 16                  |
| Hose Bibb      | 2            | 2.5           | 5                   |

Total = 49 Fixture Units

The UPC notes that 49 Fixture Units equates to 29 gpm (see UPC Table P2903.6(1)). Based upon information provided by the City of Airway Heights a 1" water meter is capable of supporting a flow rate of 30 to 32 gpm. This available 1" meter flow rate exceeds the required peak flow rate of 29 gpm. It recommended that a 1" meter be utilized based on the revised fixture layout.

A 1" meter should be more then adequate in this situation. AWWA C700 specifics that a 1" positive displacement meter should be capable of operating at a maximum flow rate of 50 gpm. A check of the specifications for a 1" Sensus and a 1" Neptune water meter revealed that both meters do meet the AWWA specification for a maximum flow rate of 50 gpm. This flow rate exceeds the maximum rate of 30 to 32 gpm as noted by the City of Airway Heights.

I hope that this information is helpful. If you have any questions please give me a call.

Sincerely,



David Randall, P.E.

