

### WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027465

Liability: \$98,010.00

Fee:

\$ 560.00

Order No.: 25-40594-VTE

Dated: August 6, 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

Agent ID: 470144

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.
- 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.
   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.

### LITIGATION GUARANTEE

# Issued by STEWART TITLE GUARANTY COMPANY

a corporation, herein called the Company

#### SCHEDULE A

Guarantee No.: 000027465

Premium: \$560.00

Sales Tax: \$50.96

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40594-VTE
Date of Guarantee: August 6, 2025
Amount of Liability: \$98,010.00

Total: \$610.96

Name of Assured:
 Spokane County Treasurer

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

3. Title to said estate or interest at the date hereof is vested in:
The heirs and devisees of Helen Louise Gillson, deceased, who acquired title by Deed recorded December 10, 1980 under Auditor's file number 8012100217

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: 25-40594-VTE Guarantee No.: 000027465

### 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. Contract of Sale, including the terms, covenants and provisions thereof:

Seller: Glenn Gillson, who also appears of record as Glenn E. Gillson and Helen Gillson, who also appears of record as

Helen Louise Gillson, husband and wife

Purchaser: Marshall Properties, Inc., a Washington corporation

Recorded: June 26, 1989

Recording No.: 8906260288 in the official records

Excise Tax Receipt No.:

12. 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

- 13. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the official records.
- 14. Easement and the terms and conditions thereof:

Purpose: Right of Way Recorded November 17, 1977

Recording No.: 7711170102 in the official records

- 15. Terms and conditions of survey recorded October 10, 1989 under Recording Number 8910050304 in the official records.
- 16. Terms and conditions of survey recorded January 10, 1990 under Recording Number 9001100159 in the official records.
- 17. Covenant not to Mine and the terms and conditions thereof:

Recorded: March 18, 1997

Recording No.: 4085205 in the official records

18. First Right of Refusal and the terms and conditions thereof:

Recorded: March 18, 1997

Recording No.: 4085206 in the official records

19. Second Right of Refusal and the terms and conditions thereof:

Recorded: May 8, 1997

Recording No.: 4101078 in the official records

- 20. Apparent lack of access to and from the herein described property.
- 21. It is our understanding that Helen Gillson is now deceased, however we find no record of the probate of the estate having been had in Superior Court for Spokane County. The Company, therefore does not insure against the rights of heirs, creditors, or the liability for inheritance tax, if any, or any other matters that a probate of the estate might disclose.
- 22. It is our understanding that Helen Gillson is now deceased, however we find no evidence of record in Spokane County of a probate of the estate of said decedent. This company will require the following:
  - a. A complete signed and acknowledged Lack of Probate Affidavit.
  - b. A copy of the Community Property Agreement, if such existed, if not it should be noted in the Lack of Probate Affidavit,
  - c. A copy of the Death Certificate.
  - d. A copy of the decedent's will. If decedent did not leave a will, this should be so noted on the Lack of Probate Affidavit.

**End of Special Exception** 

Order Number: 25-40594-VTE Guarantee No.: 000027465

## 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:

Castle Materials, Inc, a Washington corporation - has First Right of Refusal (exception #18) Address Unknown

Spokane Regional Solid Waste System - has Second Right of Refusal (exception #19)

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: 25-40594-VTE Guarantee No.: 000027465

### PROPERTY DESCRIPTION:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 42 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 42 EAST, W.M., RECORDS OF SPOKANE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

CONTRACT CITY

REQUEST OF TRANSAMERICA TITLE

DEO 10 3 23 PH 180

VERNON N. 244 AND TOR ISPOKANE COUNTY, WASHING DEBUTED OO DEPT. OF LIGHT CONVEYANCE TO 7. 50 E

MINOR

104/093

MAIL TO

-This deed is statutory form for use in State of Washington only-

### WARRANTY DEED

The Grantor Jack E. Stranger, a single man

of	Spokane	County		State of	Washington	
for and in	onsideration of	Seventy One	Hundred ::::	.::::::::	::::::::	Dollars,
in hand paid	, convey 3 and w	arrant s to	0411	*d *F**		a
and Helen	Louise Gill	rson and rere	en-Gillson, hi whose address	s wile, a	ka Glenn E. , Wash.	Gillson
		•	the County of S			
The East		Northwest Qu	larter of the			
	heast Quarte r of the Sou		thwest Quarter	of the N	ortheast	
And, the Except t	East Half of	f the Souther heney Highway	ast Quarter of y Right-of-way	the Sout	hwest Quarte roads, and	er;
All in S	ection 21, T	ownship 24 No	orth, Range 42	East, W.	M. in Spokar	ie
County,	Washington.				:::::::::::::::::::::::::::::::::::::::	::
Subject to	An easement : Company, rec	in favor of torded Feb. 9	The Pacific Te	lephone a	nd Telegrapi 74863A.	i

Dated this 7 th	day of July	0 \	1971
11 Excise Tex on Real Estate Salo, Ami Pd \$ 7/00 Data 7/7/No. 51070 MIRTON L HOWARD, Co. 11995.		Je E Stranger	(Seal) (Seal)
STATE OF WASHINGTON,			(Seal)
County of Spokane ss.	•	•	

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 7 the day of July, 1971 personally appeared before me

Jack E. Stranger

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

Given under my hand and official seal the day and year last above written.

Notary Public for State of Washington.

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8906260288

Filed at Request of:

SALINA, SANGER & GAUPER Attorneys at Law 803 Washington Mutual Bldg. 601 West Main Avenue Spokane, Washington 99201 Jun 26 4 49 PM (18)

SAMPSON

# WASHINGTON STATE (REAL-ESTATE CONTRACT

THIS REAL ESTATE CONTRACT, dated June 1, 1989, by and between SELLER: GLENN GILLSON, also known as GLENN\_E.\_GILLSON, and HELEN\_GILLSON, also known as HELEN LOUISE GILLSON, husband and wife, AND PURCHASER NO. ONE: INLAND EMPIRE RECYCLING AND DISPOSAL COMPANY, INC., a Washington corporation; AND PURCHASER NO. TWO: MARSHALL PROPERTIES, INC., a Washington corporation.

### IT IS AGREED AS FOLLOWS

That the Seller sells to the Individual Purchasers and the Individual Purchasers purchase from the Seller upon the terms and conditions set forth on Schedule 1 relating to Purchaser No. One, and Schedule 2 relating to Purchaser No. Two, which Schedules is attached hereto and by this reference incorporated herein, the total real property situate in County of Spokane, State of Washington and described on Schedule 3A and 3B, which Schedules are attached hereto and by this reference incorporated herein. Conveyance of Schedule 3A property shall be by Special Warranty Deed and conveyance of Schedule 3B property shall be Statutory Warranty Deed.

CONVEYANCE IN TRUST: The parties to this transaction agree that INLAND EMPIRE RECYCLING AND DISPOSAL COMPANY, INC. will be purchasing the processed landfill portion of the aforedescribed real property and MARSHALL

# 8900007930

Excise Tax Paid on
Sale Amt. Pd. 477.00
D.E. "SKIP" CHILBERG
Spokane County Tress
By 100 100

# 8900007991

Excise Tax Paid on
Sale Amt. Pd. 14, 055-60
D.E "SKIP" CHILBERG
Spokene County Tress
By: ( 6/2 6/59

PROPERTIES, INC. will be purchasing the unprocessed landfill property. The parties have visually agreed as to which specific property is processed landfill property and which property is unprocessed landfill property. The Seller has commissioned its agent to survey the heretofore described real estate to obtain proper legal descriptions dividing the property into processed and unprocessed portions. Said legal descriptions are not available at the time of execution of this Real Estate Contract. Therefore, the entire real property to be conveyed by Seller shall be conveyed to INLAND EMPIRE RECYCLING AND DISPOSAL COMPANY, INC., IN TRUST, for said company and Seller herein hereby authorizes INLAND EMPIRE MARSHALL PROPERTIES, INC. RECYCLING AND DISPOSAL COMPANY, INC. through its officers and authorized agents to be seller's limited attorney in fact to execute a Fulfillment Deed for that portion of the property conveyed herein which is the unprocessed landfill property meant to be conveyed to MARSHALL PROPERTIES, INC. and place said Fulfillment Deed in escrow as hereinafter provided.

POSSESSION: The Purchaser shall be entitled to possession of said real estate on June 1, 1989, and to retain possession so long as Purchaser is not in default hereunder.

RETENTION OF TITLE AND SECURITY: Except as otherwise provided herein, the Seller's title to the property described herein shall remain in the Seller until the Purchaser has fully performed the obligations described in this contract. In addition, the Purchaser grants to the Seller a security interest in all condemnation awards and insurance proceeds which become payable in connection with this real property. Purchaser further grants to Seller a security interest in all improvements hereinafter made by Purchaser to the property, including replacement fixtures and equipment.

ESCROW: Adept Escrow, East 107 Magnesium Road, Spokane, Washington, is hereby designated by Seller and Purchaser as escrow agent. Seller agrees to deposit the original of this agreement, together with a deed sufficient to convey to Purchaser the Seller's interest in the real property,

with the designated escrow agent. If the sale as described herein also involves a mobile home or other personal property, Seller further agrees to deposit with the escrow agent a Bill of Sale, Mobile Home Title Certificate, and Release of Interest, all as may be applicable. The said escrow agent is hereby authorized to receive monies under the terms of this agreement, issue receipts therefore, and distribute payments according to the terms of this agreement and Seller's instructions. When the terms of this agreement have been fully complied with by the Purchaser, the escrow agent is authorized to deliver to the Purchaser the Seller's deed and other documents being held by the escrow agent for safekeeping. Each of the parties hereto agree to pay one-half (1/2) of the escrow fees charged by the escrow agent unless otherwise specified in this agreement.

TAXES AND ASSESSMENTS: In addition to the payments herein provided for, and except as otherwise discharged through any reserve account, the Purchaser shall pay before delinquency all real estate and personal property taxes, all general and special assessments, and all other charges of whatsoever kind or nature as may be levied or assessed by any lawful authority upon or against the property, or the use thereof to the extent the same or any installments thereof are attributable to the ownership or use of the property. If the Purchaser shall fail to pay real estate taxes or assessments and such failure is not rectified within fifteen (15) days following Seller's written demand to the Purchaser to do so, the Seller may, at Seller's option, for the remaining term of this contract, pay the taxes and assessments as the same fall due and add the amount so paid back to the balance owing on the contract.

CONDITION OF PROPERTY: The real property sold herein is sold "As Is." The Purchaser agrees that full inspection of said real property has been made, Purchaser is fully aware of the landfill operations conducted on the property and hereby agrees to accept the property in its present "As Is" condition. Seller represents that to the best of Seller's knowledge, Seller has complied with all laws, rules, and regulations of any city,

state, or federal government or agency having jurisdiction over use of said real estate. Purchaser agrees that Purchaser will, after purchase, comply with all laws, rules, regulations of any city, state, or federal government or agency have jurisdiction over use of said real estate.

DEFAULT AND REMEDIES: Should the Purchaser fail to make payments or to keep or perform any of the covenants and agreements herein contained, the same shall constitute a default by this agreement and the Seller may, as Seller's sole election, take the following courses of action:

- (a) The Seller may institute a lawsuit and obtain judgment against the Purchaser for any delinquent amounts or other sums due and payable under the contract to the date the judgment is rendered, together with any sums which may have been advanced by the Seller in protection of the property, together with interest on all such amounts at the default rate from the date each such amount was advanced or due, together with costs and reasonable attorney fees;
- (b) Upon giving the Purchaser not less than fifteen (15) days written notice in advance, within which time any monetary default may be cured, the Seller may declare the entire unpaid balance of the purchase price together with all interest then due thereon to be immediately due and payable and institute suit to collect such amounts together with any amounts made by Seller and interest at the default rate of twelve percent (12%) per annum, unless the contract rate is greater from date of acceleration;
- (c) The Seller may cancel and render void all rights, titles, and interests of the Purchaser or Purchaser's successors in interest in this contract and in the property described herein by giving a Notice of Intent to Forfeit pursuant to R.C.W. Chapter 61.30, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereof, and the Seller records a Declaration of Forfeiture pursuant to said chapter. Upon forfeiture of this contract, the Seller may retain all payments made hereunder by the Purchaser and take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchaser or any

person or persons having possession of said property by, through, or under the Purchaser who were properly given Notice of Intent to Forfeit and the Declaration of Forfeiture;

(d) If this contract includes the sale of personal property, the Seller shall have all the rights and remedies contained in the Washington Uniform Commercial Code in effect as of the date of Purchaser's default.

COSTS AND ATTORNEY FEES: If either party to this contract shall be in default under the terms of this contract, the non-defaulting party shall have the right, at defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby agrees and promises to pay all costs and expenses so incurred by the non-defaulting party including, without limitation, arbitration and court costs, notice expenses, title search expenses, and reasonable attorney fees, and the failure of the defaulting party to promptly pay the same shall constitute a further and additional default.

NOTICES: Any notices required and permitted by law or under this contract shall be in writing and shall be sent by first class and certified or registered mail, return receipt requested, and postage pre-paid, to the parties' addresses set forth in this agreement, conditioned that either party may change his address by notice to the other party. All notices which are so addressed and paid for shall be deemed effective three (3) business days following the deposit thereof in the United States mail, irrespective of actual receipt of such notice by the addressee. Service of any notice shall also be effective if personally served in the same manner as provided for service of a Summons in legal proceedings.

TIME OF ESSENCE: Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement affective as of the day and year first above written.

ADDRESS: West 11610 White Road 99204 Spokane, WA INLAND EMPIRE RECYCLING AND PURCHASER NO. ONE: DISPOSAL COMPANY, INC. ADDRESS: P.O. Box 67 Marshall, WA 99020 PURCHASER NO. TWO: MARSHALL PROPERTIES, INC. by

STATE OF WASHINGTON ) : ss.
County of Spokane )

On this day personally appeared before me GLENN E. GILLSON and HELEN L. GILLSON, husband and wife, to me known to be the individuals described

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in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of June, 1989.

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

## SCHEDULE 1

SELLER:

Glenn E. Gillson and

Helen Gillson, husband and wife,

and

PURCHASER:

Inland Empire Recycling and

Disposal Company, Inc.

Conveyance by Special Warranty Deed

# TERMS AND CONDITIONS

The total agreed purchase price for the subject real property is the sum of Thirty Thousand Dollars (\$30,000.00) to be paid pursuant to the terms and conditions set forth on that certain Sale Contract and Security Agreement dated June 17, 1989, with an effective date of June 1, 1989, by and between Glenn Gillson General Contractors, Inc., a Washington Corporation, and Glenn and Helen Gillson, husband and wife, (hereinafter referred to as "Seller"), and Marshall Landfill, Inc., Marshall Properties, Inc., Inland Empire Recycling and Disposal Company, Inc., all Washington corporations, and/or their assigns, (hereinafter referred to as "Purchaser" or "Purchasers", Purchasers and Sellers collectively referred to as "Parties").

### SCHEDULE 2

SELLER:

Glenn E. Gillson and

Helen Gillson, husband and wife,

and

PURCHASER: Marshall Properties, Inc.

Conveyance by Statutory Warranty Deed

## TERMS AND CONDITIONS

The total agreed purchase price for the subject real property is the sum of Thirty Thousand Dollars (\$884,000.00) to be paid pursuant to the terms and conditions set forth on that certain Sale Contract and Security Agreement dated June 17, 1989, with an effective date of June 1, 1989, by and between Glenn Gillson General Contractors, Inc., a Washington Corporation, and Glenn and Helen Gillson, husband and wife, (hereinafter referred to as "Seller"), and Marshall Landfill, Inc., Marshall Properties, Inc., Inland Empire Recycling and Disposal Company, Inc., all Washington corporations, and/or their assigns, (hereinafter referred to as "Purchaser" or "Purchasers", Purchasers and Sellers collectively referred to as "Parties").

### SCHEDULE 3A

Legal description of real property purchased by Inland Empire Recycling and Diposal Company, Inc., and conveyed by Special Warranty Deed.

That portion of the South half of the Northwest Quarter of the Southeast Quarter and the South half of the Northeast Quarter of the Southeast Quarter lying Northwesterly of the Cheney-Spokane Road, EXCEPT the 60 foot joint use road right of way following existing private road, across said South half of the Northeast Quarter of the Southeast Quarter of Section 21, Township 24 North, Range 42 E.W.M.;

Situate in the County of Spokane, State of Washington.

### SCHEDULE 3B

Legal description of real property purchased by Marshall Properties, Inc., and conveyed by a Statutory Warranty Deed.

# PARCEL 1:

Portion of Section 21. Township 24 North, Range 42 E.W.M. described as follows:

The East half of the Northeast Quarter of the Southwest Quarter, EXCEPT a strip of land 20 feet in width along the South side thereof reserved for road purposes by Warranty Deed recorded under Spokane County Auditor's File No. 363219, of said Section 21; the East half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 21; the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 21; and the East half of the Southeast Quarter of the Southwest Quarter of said Section 21, EXCEPT right of way conveyed to Spokane County for road purposes under Document No. 407434A and EXCEPT railroad right of way;

Situate in the County of Spokane, State of Washington.

# PARCEL 2:

That portion of the Southwest Quarter of the Southeast Quarter of Section 21, Township 24, North, Range 42 E.W.M., lying Westerly of Spokane, Portland & Seattle Railway Company right of way, EXCEPT rights of way conveyed to Spokane County for road purposes under Document Nos. 407434A, 668727A and 869972A;

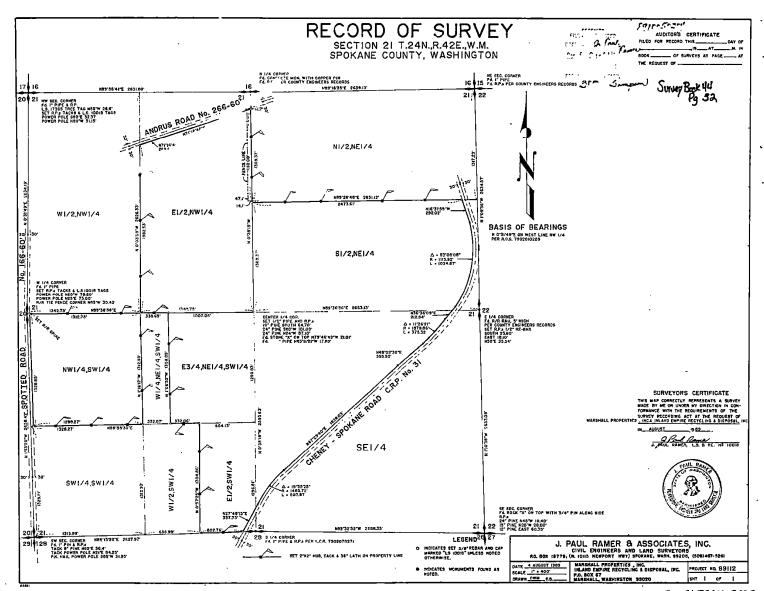
Situate in the County of Spokane, State of Washington.

# PARCEL 3:

That portion of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 24 North, Range 42 E.W.M.;

EXCEPT a strip of land 20 feet in width across the South end of said tract reserved for road purposes by Warranty Deed recorded under Auditor's File No. 582963;

Situate in the County of Spokane, State of Washington.



Sec. 21, T24N, R42E

# J. PAUL RAMER & ASSOCIATES, INC.

CIVIL ENGINEERS AND LAND SURVEYORS N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208

(509) 467-5261

9001100159 Survey Book 44 G 32-A

# SURVEYOR'S AFFIDAVIT

REFERENCE: Record of Survey Auditor'S No. 8910050304, Survey Book 44, Page 32, Section 21, T2IN, R42E, W.M., Spokane County, Washington.

PURPOSE: Amend boundary in northeasterly portion of \$1/2 of the NEI/4, and descriptions in the \$EI/4 of the \$WI/4.

<u>TEXT</u>: Course reading "Ni6" 31' 59"W 292.02" should read "Ni6" 31' 59"W 294.02".

"W1/2, SW1/4" should read "W1/2 of SE1/4 of SW1/4" and
"E1/2, SW1/4" should read "E1/2 of SE1/4 of SW1/4".

FILLIE J. Paul Ramer

J. PAUL RAMER, P. E. & L. S. No. 10018

DATE: \_\_/

Jui 10 2 07 FH 126

Hoy 700





4085205 Page: 1 of 1 03/18/1997\_09:08A

WHEN RECORDED RETURN TO:

MILLER LAW OFFICE?

P.O. BOX 158,

CHENEY; WA 99004

RECORDED AT THE REQUEST OF;

FIRST AMERICAN TITLE

ESCROW NO. 97R001

ORDER NO. COURTESY

170 549 99

37

# COVENANT NOT TO MINE

THE BELOW SIGNED, MARSHALL PROPERTIES, INC., A Washington Corporation, does hereby covenant and agree that they, any agent or employee, shall not mine sand, gravel, or any other mineral, or facilitate, or assist any third person in doing so by lease of land or otherwise, from lands situated in Section 21, Township 24 North, Range 42 East, W.M., in Spokane County, Washington, or any adjoining section, from the date hereof until like date in the year 2005.

Tax Parcel Nos. 24213.9008-24213.9009, 24213.9011, 24213.9018, 24214.9041 & 24214.9044

It is intended that grantor herein shall not compete with CASTLE MATERIALS, INC., a Washington Corporation for the sale of minerals for such periods. This covenant may be enforceable by injunction, or at law.

Nothing herein shall limit any mining pursuant to the existing lease with Gary A. Anderson, or any competing activity of Marshall Properties Inc. not conducted on the described land.

Dated this 14th day of March , 1997

MARSHALL PROPERTIES, INC.

BY: Janet R. Davidson, President

BY: Helen Gillson, Secreticas.

State of Washington ) ) ss.
County of Spokane )

On this 14th day of March, 1997, personally appeared before me Janet R. Davidson and Helen Gillson to me known or proven by satisfactory evidence to be the persons appearing before me and acknowledged that they signed the same as their free and voluntary act and deed as the President and Secretary-Treasurer, respectively, of Marshall Properties, Inc. for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument on behalf of said corporation.

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

Notary Public in and for the State of Washington Notary Name Printed Steven C. M. Nov

Residing At Chevery

Commission expires 11-15-15

4085206 Page: 1 of 1 03/18/1997—09:08A

WHEN RECORDED RETURN TO:
MILLER LAW OFFICE
P.O. BOX 158
CHENEY, WA 99004
RECORDED AT THE REQUEST OF:
FIRST AMERICAN TITLE

ESCROW NO. 97R001 ORDER NO. COURTESY

120999 44 CFIRST RIGHT OF REFUSAL

THE BELOW SIGNED, MARSHALL PROPERTIES INC., a Washington Corporation, does hereby give, grant, and convey unto CASTLE MATERIALS, INC., a Washington Corporation, FIRST RIGHT OF REFUSAL to purchase any real property the said Janet R. Davidson shall intend to sell or convey located in Sections 21, Township 24 North, Range 42 East, W.M., in Spokane County, Washington, or any adjoining Section.

Tax Parcel Nos. 24213.9008. 24213.9009. 24213.9011, 24213.9018, 24214.9041 & 24214.9044

In the event Marshall Properties, Inc. shall elect to sell they shall mail notice of the intended sale to Castle Materials, Inc. by certified mail at S. 10710 Cheney-Spokane Rd., Marshall, WA 99020 or such other addresses as either party may specify in writing to the other party. Thereafter Castle Materials, Inc. shall have 21 days to give notice of exercise of the first right.

Conveyance of any property covered by the first right of refusal shall be conclusive as to third parties that notice was given and the right refused.

Nothing contained herein shall be deemed to limit any conveyance to Spokane County or conveyance made pursuant to agreement with Spokane County, Washington.

Dated this 14th day of March , 1997

MARSHALL PROPERTIES, INC.

BY: Janet R. Davidson, President

BY: Helen Gillson, Secretary-Tréasurér

State of Washington )

SS. County of Spokane

On this Haddy of March, 1997, personally appeared before me Janet R. Davidson and Helen Gillson to me Known or proven by satisfactory evidence to be the persons appearing before me and acknowledged that they signed the same as their free and voluntary act and deed as the President and Secretary-Treasurer, respectively, of Marshall Properties, Inc. for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument on behalf of said corporation.

1

When recorded return to:

Craig Trueblood PRESTON GATES & ELLIS LLP 601 W. Riverside, Suite 1400 Spokane, WA 99201 (509) 624-2100



4101078 Page: 1 of 4 05/08/1997 11:184

SECOND RIGHT OF REFUSAL

Grantor(s):

Marshall Properties, Inc.

Grantee(s):

Spokane Regional Solid Waste System

Legal Description:

Sections 21, Township 24 North, Range 42 East, W.M., in Spokane County, Washington, or any adjoining Section. Excluding: That portion of the South half of the Northwest quarter of the Southeast quarter and the South half of the Northwest quarter, of the Southeast quarter lying Northwesterly of the Cheney-Spokane Road, a portion of Tax Parcel No.: 24214.9044.

Assessor's Property Tax Parcel Account Number(s):

24213.9008 <u>24213.9009</u> 24213.9011 24213.9018 <u>24214.9041</u> 24214.9044

Reference numbers of documents assigned or released:

N/A; however this documents relates to 4085203 & 4085206

J1CST/24148-00.005/3900UF.DOC

-1-

SECOND RIGHT OF REFUSAL

Page: 2 of 4
05/08/1997 11:18A ORIGINAL

THE BELOW SIGNED, MARSHALL PROPERTIES, INC., a Washington Corporation, does hereby grant and convey unto the SPOKANE REGIONAL SOLID WASTE SYSTEM, an entity created by interlocal agreement by the City of Spokane and Spokane County pursuant to Washington law, SECOND RIGHT OF REFUSAL to purchase any real property the said Marshall Properties, Inc. shall intend to sell or convey located in Sections 21, Township 24 North, Range 42 East, W.M., in Spokane County, Washington, or any adjoining Section.

Including Tax Parcel Nos: 24213.9008, 24213.9009, 24213.9011, 24213.9018, 24214.9041 and 24214.9044.

Excluding: That portion of the South half of the Northwest quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter lying Northwesterly of the Cheney-Spokane Road, a portion of Tax Parcel No: 24214.9044.

In the event Marshall Properties, Inc. shall elect to sell, and in the event Castle Materials, Inc., or its successor, shall fail or refuse to exercise its Right of First Refusal, dated March 14, 1997, then Marshall Properties, Inc. shall mail notice of the intended sale to the Spokane Regional, Solid Waste System at 808-West Spokane Falls Boulevard, 8th Floor, Spokane, WA 99201 or such other address as the Spokane Regional Solid Waste System may specify in writing to the other party. Thereafter, the Spokane Regional Solid Waste System shall have twenty-one (21) days to give notice of exercise of this Second Right of Refusal.

Conveyance of any property covered by this Second Right of Refusal shall be conclusive as to third parties that notice was given and the right refused.

Nothing contained herein shall be deemed to limit any conveyance to Spokane County or conveyance made pursuant to agreement with Spokane County, Washington.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 1997.

MARSHALL PROPERTIES, INC.

Inget P. Davidson Box

Jaget R. Davidson, Fresident

Helen Gillson, Secretary\Treasurer

By:

STATE OF WASHINGTON

County of Spokane

Page: 3 of 4 05/08/1997 11:18A

I certify that I know or have satisfactory evidence that Helen Gillson is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act as the Secretary\Treasurer of marshall Properties, Inc. for the uses and purposes mentioned in the instrument.

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Dated:

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

My commission expires:

STATE OF WASHINGTON

County of Spokane

SS.

I certify that I know or have satisfactory evidence that Janet R. Davidson is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act as President of Marshall Properties, Inc. for the uses and purposes mentioned in the instrument.

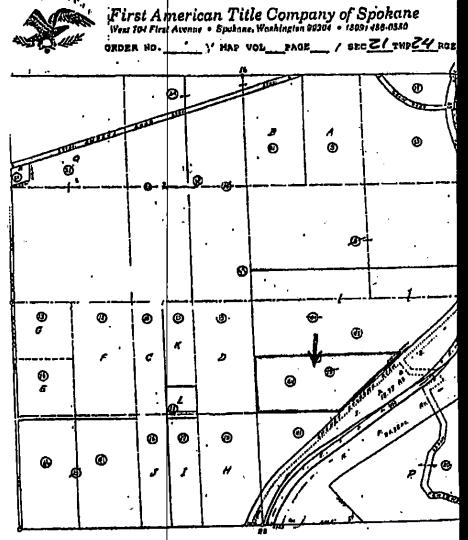
O PUBLIC PUBLIC WASH Publican and for the State of Washington, residing at \_

Marine Marine

My commission expires: 3-1-2000

CST\24148-00.006\ SECREF1.DOC

Page: 4 of 4 05/08/1997 11:18A Sonkane Co WA



is sketch is furnished as a spurresy only by First American Title Insurance Company. NOT a part of any title consistent or policy of title insurance. This sketch is fairly for the purpose of assisting in locating the premises and does not purpore to ghosts, roads or assemble affecting the property. No rollance should be placed up atch for the location or disamsions of the property and no liability is assumed for the location or disamsions of the property and no liability is assumed for the location.

Affiliated with First American Title Insurance Company

TEL: 1 609 836

SOLIENT 13-02 MIFFER TWA ONLIGH

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Property:

TBD, Cheney, WA99004

Order No.:

25-40594-VTE

# LACK OF PROBATE AFFIDAVIT

### INSTRUCTIONS FOR USE OF THIS FORM BY TITLE AGENTS

- 1. Affidavits should be obtained from several family members or other persons knowledgeable about the decedent. Each person should sign a separate affidavit. Compare the affidavits to ensure you are receiving accurate information.
- 2. A certified copy of the decedent's death certificate <u>must be</u> supplied along with the affidavit. Review the death certificate to insure it is the same person as the person in title.
- 3. You need not take an exception for a possible DSHS lien if either (a) the decedent was under 55 at their death (check the death certificate), (b) the affidavit states that no medical assistance was provided by the State, or (c) the affidavit states that the surviving spouse or surviving registered domestic partner lived on the subject property at the time of the decedent's death. If the answer to 12 (a) is "yes" or "I don't know," and if the spouse/registered domestic partner did not live on the property at the time of the decedent's death, then you will need to get a <u>written\_clearance</u> from DSHS (Phone: 800-562-6114 / Fax: 360-664-8410). They will need the decedent's name, social security number and date of birth.
- 4. Contact an underwriter if the information in the affidavit seems incomplete or inaccurate.
- 5. Contact an underwriter if the answer to guestion 11 exceeds \$600,000

Note: All applicable questions must be answered fully. Notwithstanding Stewart Title Guaranty Company's ("Stewart") possible willingness to insure this transaction without a probate of the decedent's estate, you are <u>strongly advised to consult with an attorney</u> regarding the benefits of conducting a probate. Failure to probate an estate can have numerous legal and practical ramifications which may not be covered under a title insurance policy. In the event Stewart agrees to insure without a formal probate of the decedent's estate, additional premium may be charged pursuant to Stewart's schedule of premiums filed with the Office of the Insurance Commissioner.

Please note that if a person owns real property in Washington State but their estate is probated in another state, an ancillary probate must be done in Washington for the estate to be considered "probated" for the purpose of the real property.

A certified copy of the Death Certificate must be attached to this Affidavit.

This affidavit is made to induce Stewart Title Guaranty Company ("Stewart") to issue its policies of title insurance on the above referenced property (the "Property") passing to the surviving heir(s). I understand that Stewart will be relying on the information contained in this affidavit in determining whether or not to insure title to real property. I agree to indemnify Stewart for any losses or costs Stewart may incur in the event any of the information contained in this affidavit is, to the best of my knowledge, either false, incomplete, or misleading.

1.	The full name of the decedent is:
2.	The decedent died on:
3.	My relationship to the decedent is as follows (spouse, registered domestic partner, son, daughter, etc.):

Order No.: 25-40594-VTE Page 1

		_(City), _		(County),	(State)
2.	Initial one of the following	g:			
	A true and probated is attached and			Will of the decedent wher revoked or amended	
	Decedent le County, State of court's distribution of the		(attach all		probated in nts relating to the
3.	If you are the surviving any of the following whi	spouse or ch apply:	surviving registere	ed domestic partner of	the decedent, initial
	The decedent and number	and re			
	number	, 01			
	The decedent and				
	property by deed dated County recording number	er		and recorded under ; or	<del></del>
	_				_
	] The decedent and property and for the disp	I converte	ed the Property fro	om separate property to operty by a Community	community Property Agreement
	dated	ar	nd recorded under	C	ounty recording
	<u></u>				
4.	If you held the Property	as joint te	nants with the De	cedent, initial if applical	ole.
	[] I was named as a	ioint tena	nt with the decede	nt in that certain instrur	ment recorded on
				as instrumen	t/document number
		in the	records of	County, State	e of
5.	A complete list of the lividecedent and current ac "heirs at law" include, bu	ldress, is it are not	as follows (attach	a separate page, if ne	
	children (natural or adop	teo), pare		ers, grandchildren, and	ered domestic partner,
Nai		Age			ered domestic partner,
	me		ents, brothers, siste	ers, grandchildren, and	ered domestic partner,
Naı	me	Age	ents, brothers, siste	ers, grandchildren, and Complete Address	ered domestic partner,
Nai Nai	me me	Age	Relationship Relationship	Complete Address  Complete Address	ered domestic partner,
Nai Nai Nai	me me me	Age Age	Relationship  Relationship  Relationship  Relationship	Complete Address  Complete Address  Complete Address  Complete Address	ered domestic partner,

The dec	cedent was	years of a	ge on the date of the	ir death.	
As of th approxi	e date the decede	nt died, the to	tal value of all of the	assets owned by the decedent wa	
This qu their d		be answered	l if the decedent wa	s 55 years or older at the time o	
a.				e of Washington, Department of dical care (Medicaid/Welfare)?	
	Yes		No	I don't know	
a.	If the answer to 12(a) is "yes" or "I don't know," did the decedent's spouse or registered domestic partner, at the time of the decedent's death, live on the Property?				
	Yes		No	l don't know	
Affiant's	Signature				
Printed N	Name of Affiant	<del></del>			

Order No.: 25-40594-VTE

State of:		
County of:		
who appeared before me, and said	idence that person acknowledged that (he/she) signed this pluntary act for the uses and purposes mentioned in the	is the person instrument and instrument.
Dated:	Signature	
	Title	
	My appointment expires:	

Order No.: 25-40594-VTE