



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027467

Liability: \$ 246,070.00

Fee: \$ 860.00

Order No.: 25-40605-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


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: 25-40605-VTE

Date of Guarantee: August 6, 2025

Amount of Liability: \$246,070.00

Total: \$938.26

Guarantee No.: 000027467

Premium: \$860.00

Sales Tax: \$78.26

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:
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: 25-40605-VTE

Guarantee No.: 000027467

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:

WA Litigation Guarantee

Purpose: Communications

Recorded February 9, 1939

Recording No.: 374863A in the [official records](#)

15. Right of Way Deed and the terms and conditions thereof:

Recorded: October 3, 1939

Recording No.: 407434A in the [official records](#)

16. Easement and the terms and conditions thereof:

Purpose: Right of Way

Recorded November 17, 1977

Recording No.: 7711170102 in the [official records](#)

17. Terms and conditions of survey recorded October 10, 1989 under Recording Number 8910050304 in the [official records](#) .

18. Terms and conditions of survey recorded January 10, 1990 under Recording Number 9001100159 in the [official records](#) .

19. Covenant not to Mine and the terms and conditions thereof:

Recorded: March 18, 1997

Recording No.: 4085205 in the [official records](#)

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

Recorded: March 18, 1997

Recording No.: 4085206 in the [official records](#)

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

Recorded: May 8, 1997

Recording No.: 4101078 in the [official records](#)

22. It is our understanding that Helen Louise 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.

23. It is our understanding that Helen Louise 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

WA Litigation Guarantee

Order Number: 25-40605-VTE

Guarantee No.: 000027467

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: 25-40605-VTE

Guarantee No.: 000027467

PROPERTY DESCRIPTION:

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

EXCEPT THE SPOKANE-CHENEY HIGHWAY RIGHT-OF-WAY, COUNTY ROADS AND THE RAILROAD RIGHT-OF-WAY;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

WARRANTY DEED

FILED OR RECORDED?
REQUEST OF TRANSAMERICA TITLE
DEC 10 3 23 PM '80
VERNON M. DEAN, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY
3.00
MINOR

8012100217

530 PAGE 829

STATE OF Washington
DEPT. OF REVENUE
Conveyance Tax
\$07.50
DEC 11 1980

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 consideration of Seventy One Hundred ::::::::::::::: Dollars,
in hand paid, convey s and warrant s to
Glenn Gillson and Helen Gillson, his wife, aka Glenn E. Gillson
and Helen Louise Gillson whose address is Cheney, Wash.
the following described real estate, situated in the County of Spokane State of Washington:
The East Half of the Northeast Quarter of the Southwest Quarter;
The East Half of the Northwest Quarter of the Northeast Quarter of
the Southwest Quarter;
The Northeast Quarter of the Southwest Quarter of the Northeast
Quarter of the Southwest Quarter;
And, the East Half of the Southeast Quarter of the Southwest Quarter;
Except the Spokane-Cheney Highway Right-of-way, County roads, and
the Railroad Right-of-way.
All in Section 21, Township 24 North, Range 42 East, W.M. in Spokane
County, Washington.
::

Subject to An easement in favor of The Pacific Telephone and Telegraph
Company, recorded Feb. 9, 1939. Auditor's No. 374863A.

Dated this 7th day of July 1971

1% Excise Tax on Real Estate
Sale, Am. Pd \$ 71.00
Date 7/7/71 No. 51070
MERTON L. HOWARD, Co. Treas.
By *M. L. Howard*

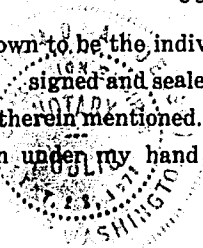
Jack E. Stranger (Seal)
____ (Seal)
____ (Seal)
____ (Seal)

STATE OF WASHINGTON, }
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 7th 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.



William D. Anderson
Notary Public for State of Washington,
Residing at Spokane, Wash.

Filed at Request of:

SALINA, SANGER & GAUPER
Attorneys at Law
803 Washington Mutual Bldg.
601 West Main Avenue
Spokane, Washington 99201

RECORDED

RECORDED

JUN 26 4 43 PM '89

←
15⁰⁰
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 aforescribed real property and MARSHALL

1

8900007930

Excise Tax Paid on
Sale Amt. Pd. 477.00
D.E. "SKIP" CHILBERG
Spokane County Treas
By JC 6/26/89

8900007931

Excise Tax Paid on
Sale Amt. Pd. 14,055.60
D.E. "SKIP" CHILBERG
Spokane County Treas
By JC 6/26/89

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 MARSHALL PROPERTIES, INC. Seller herein hereby authorizes INLAND EMPIRE 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.

SELLERS: *Glenn E. Gillson*
GLENN E. GILLSON

Helen L. Gillson
HELEN L. GILLSON

ADDRESS: West 11610 White Road
Spokane, WA 99204

PURCHASER NO. ONE: INLAND EMPIRE RECYCLING AND
DISPOSAL COMPANY, INC.

By: *Lisa Marshall*
LISA MARSHALL, its President

ADDRESS: P.O. Box 67
Marshall, WA 99020

PURCHASER NO. TWO: MARSHALL PROPERTIES, INC. by

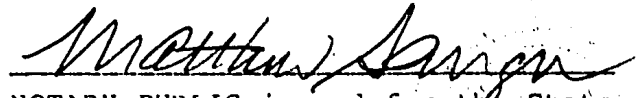
By: *Lisa Marshall*
LISA MARSHALL, its President

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

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 17 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.

374863A
 Easement
 Filed Feb 9 1939
 10:42 A M
 Req Grantee
 Joe A Stewart Aud
 E Froistad Dep
 Rcd by R Edson Dep

COMPARED
 WALTMAN & HAGEMAN

Know all men by these presents: In consideration of Five Dollars (\$5.00), receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to The Pacific Telephone and Telegraph Company, a California corporation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear a pole line with wires, cables, fixtures and appurtenances attached thereto, upon across, over and/or under the following described property situated in Spokane County, State of Washington:

The Southeast quarter of the Southwest quarter (SE⁴SW⁴) the North half of the Southeast quarter (N²SE⁴) and the Southeast quarter of the Northeast quarter (SE⁴NE⁴) of Section Twenty-one (21) Township Twenty-four (24) North, Range Forty Two (42) East, W. M., lying westerly of the Northern Pacific Railway right of way.

Grantee shall have the right to cut down all trees and brush between the westerly line of the highway and a line fifteen (15) feet westerly and parallel with said pole line, it being understood that grantee shall trim all trees by it felled and burn or otherwise dispose of the trimmings or brush, to grantor's satisfaction, and the logs therefrom shall remain the property of grantor.

Grantee shall at all times have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the pole line and/or wires, cables, fixtures and appurtenances from the said property, with the understanding that grantee shall be responsible for all unnecessary damage it causes grantor by the exercise of the rights and privileges herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof, the undersigned has executed this instrument this 1st day of November, 1938.

Witness: J. G. O'Neal.

J. C. Edmiston
Hazel Edmiston

State of Washington) ss
County of Spokane)

On this day personally appeared before me J. C. Edmiston and Hazel Edmiston his wife to me known to be the individuals described 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 1st day of November 1938.

-----		J. G. O'Neal Notary Public in and for the
: J. G. O'Neal Notary Public :		State of Washington, residing at Spokane.
: State of Washington :		
: Commission expires Mar. 21, 1941 :		Form Approved Post, Russell Davis & Paine by
-----		Alan G. Paine

407434A
 Right of Way Deed
 Filed Oct. 3, 1939 9:34 A M.
 Req. Co. Engineer
 Joe A. Stewart, Aud.
 E. Armstrong, Dep.
 E. Cozzetto, Rec.

COMPARED
 WALTMAN & HAGEMAN

In the matter of the The Cheney-Spokane Road

Know all men by these presents that J. C. Edmiston and Hazel Edmiston, his wife, of the County of Spokane, in the State of Washington in consideration of the benefits and other valuable considerations and the sum of One (\$1.00) dollars paid them by the County of Spokane, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto said Spokane County the following described parcel of land, situated in Spokane County in the State of Washington, to-wit:

A strip of land 30 feet wide on each side of and parallel with center line of said Cheney-Spokane road or so much thereof as lies within said 60 foot strip and extra width for cut or fill slopes as surveyed May 17, 1937 for the above mentioned road as shown in the field notes and on the official plat thereof on file in the office of the Spokane County Engineer, over and across the $SE\frac{1}{4}$ of the $NE\frac{1}{2}$ the $SE\frac{1}{4}$ and the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 21, Township 24 North, Range 42 E.W.M.

To have and to hold the same, unto the said Spokane County for the purposes of a public road forever. Provided however, that in the event said road is not established as a county road within two years from date of this instrument, then this deed to become null and void.

In witness whereof we have hereunto set our hands and seals this 6th day of October, 1938.

witness: J. C. Edmiston (Seal)
B. C. Jacobsen Hazel Edmiston (Seal)

State of Washington)
County of Spokane) ss.

On this 6th day of October, A.D. 1938, before me personally appeared J. C. Edmiston and Hazel Edmiston, personally known to me to be the individuals who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said individuals for the uses and purposes herein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

C.F. Griggs, Notary Public : C. F. Griggs, Notary Public
State of Washington : in and for the State of Washington
Commission expires March 13, 1943 : Residing at Spokane

7711170102

RIGHT OF WAY EASEMENT

..... GLENN GILLSON and HELEN GILLSON, husband and wife,

hereby grant.....convey.....and warrant.....to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electrical distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in.....Spokane.....County, State of...Washington.....

to-wit:.....

The East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$); and that portion of the Southeast Quarter (SE $\frac{1}{4}$) lying West of the Railroad, Except the County Road; all in Section Twenty-One (21), Township Twenty-Four (24) North, Range Forty-Two (42) EWM, Spokane County, Washington.

It is understood and agreed that said easement covers the right to place three (3) poles and one (1) anchor; together with the right of overhang, on said E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; and three (3) poles and one (1) anchor, together with the right of overhang, on said portion of the SE $\frac{1}{4}$; all on the above described property.

1% R. E. Excise Tax Exempt

Date 11-17-1977

By *[Signature]*
Deputy County TreasurerFILED OR RECORDED
REQUEST OF WWP

NOV 17 11 13 AM '77

VERNON W. OHLAND, AUDITOR,
SPOKANE COUNTY, WASH.,
DEPUTY

together with the right to inspect said line.

P.O. BOX 3727

OHENLAND 3.00

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

Witness our hand s this 24th day of October 1977.

BY *[Signature]*

Her Attorney in Fact

STATE OF WASHINGTON }
County of Spokane } ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared GLENN GILLSON, known to me to be the individual described in and who executed the foregoing instrument for himself and as Attorney in Fact of HELEN GILLSON, also therein described, and acknowledged that he signed and sealed the same as his voluntary act and deed and as a free and voluntary act and deed of the said HELEN GILLSON for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked, and that the said HELEN GILLSON is now living.

GIVEN under my hand and official seal this 24th day of October, 1977.

[Signature]
Notary Public in and for the State of
Washington, residing at Spokane.

J. PAUL RAMER & ASSOCIATES. INC.

CIVIL ENGINEERS AND LAND SURVEYORS

N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208

(509) 467-5261

9001100159
Survey Book 44
Pg 32-A

SURVEYOR'S AFFIDAVIT

REFERENCE: Record of Survey Auditor's No. 8910050304, Survey Book 44, Page 32,
Section 21, T21N, R42E, W.M., Spokane County, Washington.

PURPOSE: Amend boundary in northeasterly portion of S1/2 of the NE1/4, and
descriptions in the SE1/4 of the SW1/4.

TEXT: Course reading "N16° 31' 59"W 292.02" should read "N16° 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".

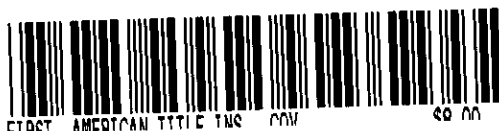
RECEIVED
FILED
J. Paul Ramer
JAN 10 2 07 PM '90
Hoy 700

J. Paul Ramer
J. PAUL RAMER, P. E. & L. S. No. 10018
DATE: 1/9/90



S/B 21-24-42

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



4085205
Page: 1 of 1
03/18/1997 09:08A
Spokane Co WA

170 599 99

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.

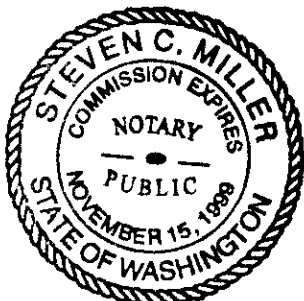
BY: Janet R. Davidson
Janet R. Davidson, President

BY: Helen Gillson
Helen Gillson, Secy. Treas.

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.



Steven C. Miller
Notary Public in and for the State of Washington
Notary Name Printed Steven C. Miller
Residing At Cheney
Commission expires 11-15-99

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



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Spokane Co WA

170599 44

FIRST 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.

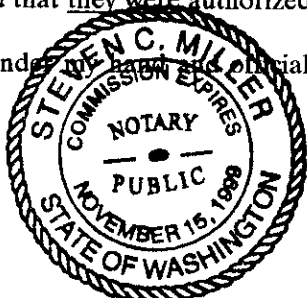
BY: Janet R. Davidson
Janet R. Davidson, President

BY: Helen Gillson
Helen Gillson, Secretary-Treasurer

State of Washington)
County of Spokane) ss.

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.



Steven C. Miller
Notary Public in and for the State of Washington
Notary Name Printed Steven C. Miller
Residing At Cheney
Commission expires 11-15-98

When recorded return to:

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



4101078
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Spokane Co WA

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 Northeast 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 24213.9009 24213.9011
24213.9018 24214.9041 24214.9044

Reference numbers of documents assigned or released: N/A; however this documents relates to 4085203 & 4085206



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Spokane Co WA

ORIGINAL

SECOND RIGHT OF REFUSAL

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 2 day of May, 1997.

MARSHALL PROPERTIES, INC.

By: Janet R. Davidson
Janet R. Davidson, President

By: Helen Gillson
Helen Gillson, Secretary/Treasurer

STATE OF WASHINGTON

County of Spokane

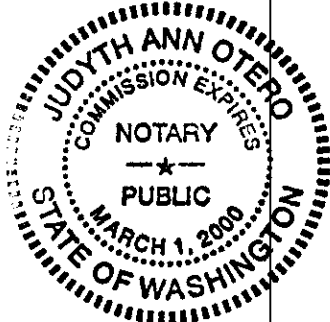
ss.



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Spokane Co WA

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.

Dated: 5-2-97



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

Judyth Ann Otero
[Printed Name]

My commission expires: 3-1-2000

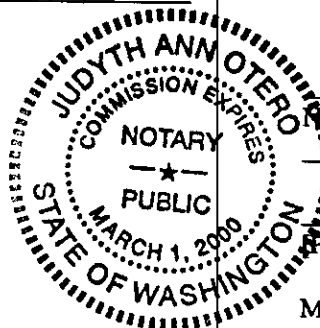
STATE OF WASHINGTON

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.

Dated: 5-2-97



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

Judyth Ann Otero
[Printed Name]

My commission expires: 3-1-2000

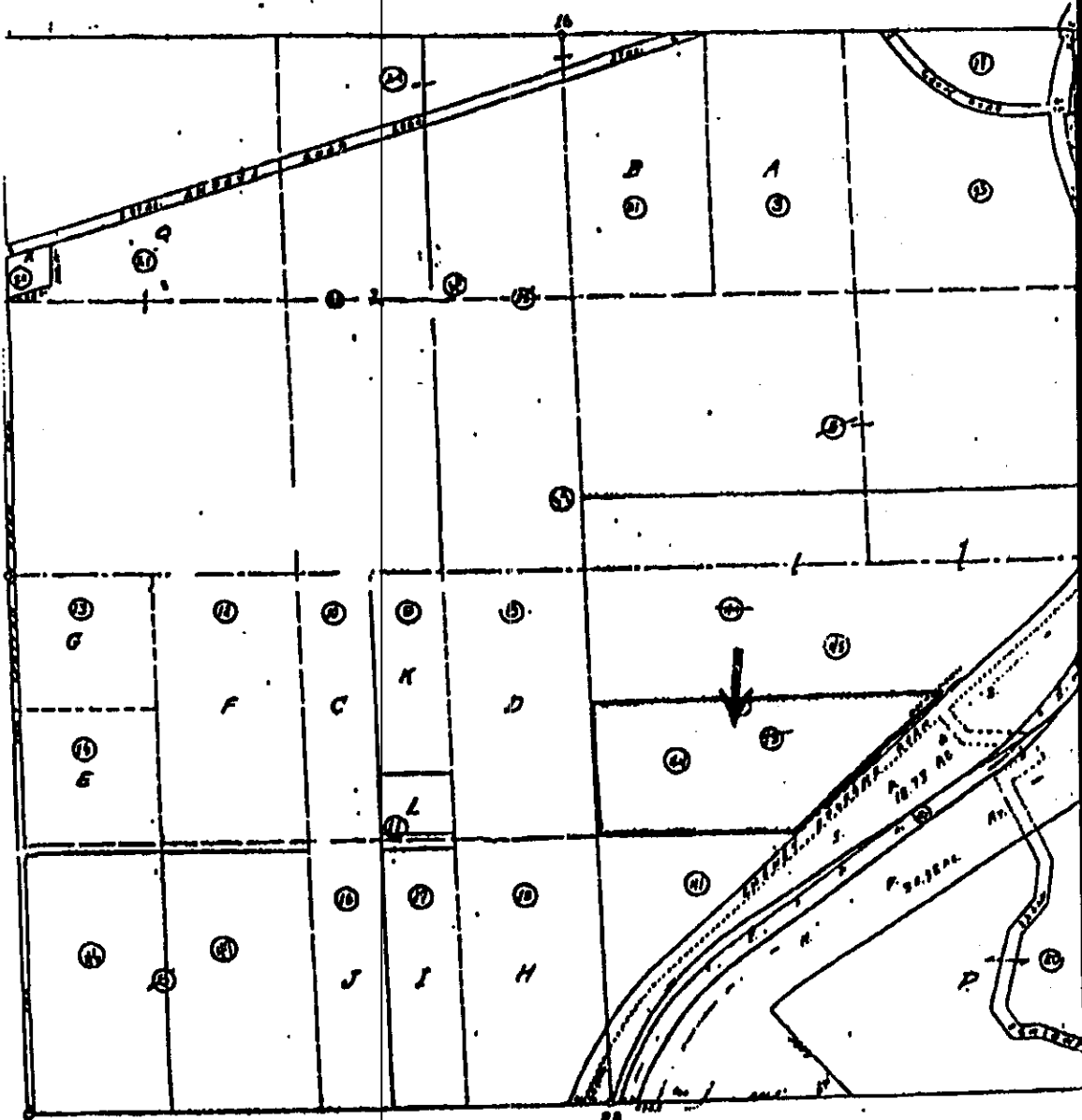


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Spokane Co. WA



First American Title Company of Spokane
West 704 First Avenue • Spokane, Washington 99204 • (509) 486-0380

ORDER NO. _____ MAP VOL _____ PAGE _____ / SEC 21 TWP 24 RGE



This sketch is furnished as a courtesy only by First American Title Insurance Company. NOT a part of any title commitment or policy of title insurance. This sketch is solely for the purpose of assisting in locating the premises and does not purport to show highways, roads or easements affecting the property. No reliance should be placed upon this sketch for the location or dimensions of the property and no liability is assumed for correctness thereof.

Affiliated with First American Title Insurance Company

500 4

TEL: 509 486 0380

501440 MVT MSTRIM 50 01 (NH172)

Property: TBD, Cheney, WA99004
Order No.: 25-40605-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 must be 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 written clearance 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 question 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 strongly advised to consult with an attorney 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.): _____

1. At the time of his/her death, the decedent was a legal resident of _____
 _____(City), _____(County), _____(State).

2. Initial one of the following:
 _____Decedent left no last Will; or

 _____A true and complete copy of the last Will of the decedent which has not been
 probated is attached and the attached Will was never revoked or amended; or

 _____Decedent left a last Will which was probated in
 County, State of _____(attach all probate court documents relating to the
 court's distribution of the decedent's property).

3. If you are the surviving spouse or surviving registered domestic partner of the decedent, initial
 any of the following which apply:

☐ The decedent and I acquired the Property as community property under deed dated
 _____and recorded under _____ County recording
 number _____; or

☐ The decedent and I converted the Property from separate property to community
 property by deed dated _____and recorded under _____
 County recording number _____; or

☐ The decedent and I converted the Property from separate property to community
 property and for the disposition of all community property by a Community Property Agreement
 dated _____and recorded under _____County recording
 number _____.

4. If you held the Property as joint tenants with the Decedent, initial if applicable.

☐ I was named as a joint tenant with the decedent in that certain instrument recorded on
 _____as instrument/document number
 _____ in the records of _____ County, State of _____.

5. A complete list of the living heirs at law of the decedent, and their ages, relationship to
 decedent and current address, is as follows (attach a separate page, if necessary). NOTE: The
 "heirs at law" include, but are not limited to, the decedent's spouse, registered domestic partner,
 children (natural or adopted), parents, brothers, sisters, grandchildren, and great-grandchildren):

_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address

1. All the debts of the decedent, including, but not limited to, all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid, except as follows:

2. The decedent was _____ years of age on the date of their death.

3. As of the date the decedent died, the total value of all of the assets owned by the decedent was approximately \$_____.

4. **This question need only be answered if the decedent was 55 years or older at the time of their death.**

- a. Did the decedent receive assistance from the State of Washington, Department of Social and Health Services for subsistence or medical 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

_____ I don't know

Affiant's Signature

Printed Name of Affiant

Address

Phone Number

State of: _____

County of: _____

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

Dated: _____

Signature

Title

My appointment expires: _____