



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027475

**Liability:** \$ 674,150.00

**Fee:** \$ 1,760.00

**Order No.:** 25-40741-VTE

**Dated:** August 4, 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: 25-40741-VTE

Date of Guarantee: August 4, 2025

Amount of Liability: \$674,150.00

Total: \$1920.16

Guarantee No.: 000027475

Premium: \$1,760.00

Sales Tax: \$160.16

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:  
Tammy L Owens, as her separate property, who acquired title by Decree of Dissolution filed with Spokane County Superior Court on December 14, 2009 under Case No.: 063005609
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: 25-40741-VTE

Guarantee No.: 000027475

**GENERAL EXCEPTIONS FROM COVERAGE**

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane and the City of Spokane.
11. 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
12. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
13. Notice of Sewer Connection Charge and the terms and conditions thereof:  
Recorded: May 6, 1985  
Recording No.: 8505060162 in the [official records](#)

**End of Special Exception**

## **WA Litigation Guarantee**

Order Number: 25-40741-VTE

Guarantee No.: 000027475

### **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:

NONE

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

The Spokesman Review  
Spokane Valley News Herald  
Cheney Free Press

## **WA Litigation Guarantee**

### **EXHIBIT A**

Order Number: 25-40741-VTE

Guarantee No.: 000027475

#### **PROPERTY DESCRIPTION:**

The North Half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 35, Township 25 North, Range 43 East of the Willamette Meridian, records of Spokane County, Washington;

Situate in the County of Spokane, State of Washington.

Parcel No.: 35351.9018

# Parcel Information



Data As Of: 8/14/2025

Parcel Number: 33551.9018

Site Address: 3318 S FANCHER RD

## Parcel Image



Owner Name: OWENS, BRIAN F & TAMMY L  
Address: 3318 S FANCHER RD, SPOKANE, WA, 99223

Taxpayer Name: OWENS, TAMARA LANG  
Address: 3318 S FANCHER RD, SPOKANE, WA, 99223-1124

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	3318 S FANCHER RD	SPOKANE	4.77	Acre(s)	11 Single Unit	2025	0480	Active

## Assessor Description

35 25 43 N1/2 OF NE1/4 OF SE1/4 OF NE1/4

## Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
11 Single Unit	158	433510	GLNRS	RNGE GLENROSE NORTH	Amanda	(509) 477-5930

Under Washington State Law (WAC 458-07-015) The Assessor's office is required to make an exterior observation of all properties at least once every six years. This property is scheduled for inspection between September 2025 and May of 2026.

## Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2026	699,220	699,220	245,320	453,900	0	0
2025	674,150	674,150	231,550	442,600	0	0
2024	621,420	621,420	197,120	424,300	0	0
2023	639,720	639,720	197,120	442,600	0	0
2022	548,260	548,260	154,660	393,600	0	0

## Characteristics

Dwelling/ Structure	Year Built	Gross Living Area	Size	Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
Dwelling	1993	2,296		NA SF	49 Ranch 1800-2299	Comp sh medium	Forced hot air-gas	Central air	3	0	2
Attached Garage	0		NA	960 SF					0	0	0
Shed - Garden Type	1994		NA	288 SF					0	0	0
Shed - Garden Type	1994		NA	288 SF					0	0	0

\* - Room counts reflect above grade rooms only.

Residential Sq Ft Breakdown	Sq Ft	Extension
Basement	1,200	R01
1st Floor	2,256	R01

Features / Structure	Main Floor Size	Size Type
DWELL - WDDK-RW	192	SF
DWELL - WDDK-RW	400	SF

## Parcel Information Print Summary

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	TO05	0	0	0

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Sales				
Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
05/22/1991	21,000.00	LAND ONLY SALE		35351.9018

## Property Taxes

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

## Disclaimer

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

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



TRANSAMERICA  
TITLE INSURANCE

ME - 156185  
FILED FOR RECORD AT REQUEST OF

Transamerica  
Title Insurance Company

9105290263

WHEN RECORDED RETURN TO

Name Kermit P. Owens, attorney

Address 905 E. Wellesley Ave.

City, State, Zip Spokane, WA 99207

THIS SPACE PROVIDED FOR RECORDER'S USE:  
FILED & RECORDED  
REQUEST OF  
May 29 2 24 PM '91  
WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE, COUNTY, WASH.  
HOY  
\$1.00  
VOL. 1193 PAGE 1777

Statutory Warranty Deed

THE GRANTOR, BEVA E. CHRISTIANSON, as her separate property,

for and in consideration of Ten Dollars and other valuable consideration,

in hand paid, conveys and warrants to BRIAN F. OWENS and TAMMY L. OWENS, husband and wife,

the following described real estate, situated in the County of Spokane, State of Washington:

The North Half of the Northeast Quarter of the Southeast Quarter of the  
Northeast Quarter of Section 35, Township 25 North, Range 43 East, W.M.;

Situate in the County of Spokane, State of Washington.

SUBJECT TO: Notice of Sewer Connection Charge, regarding Spokane International  
Airport Truck Sewer, disclosed by instrument recorded under Auditor's  
File No. 8505060162, executed by City of Spokane, Department of Public Works.

9100007202

Local Tax Paid on

Sale Amt. Pd. 321.30

O.E. "SKIP" CHILBERG

Spokane County Treas.

5/29/91

Dated May 22, 1991

*Beva E. Christianson*

STATE OF WASHINGTON  
COUNTY OF KING } ss.

On this day personally appeared before me  
BEVA E. CHRISTIANSON  
to me known to be the individual described in and  
who executed the within and foregoing instrument,  
and acknowledged that she signed the same  
as her free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
22 day of May, 1991

Notary Public in and for the State of Wash-  
ington, residing at

My appointment expires: 4-26-96

STATE OF WASHINGTON  
COUNTY OF } ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared

and  
to me known to be the President and Secretary,  
respectively, of

the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpora-  
tion, for the uses and purposes therein mentioned, and on oath stated that  
authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

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

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

My appointment expires:

8505060162

ISS. 749 PAGE 1840  
VOL.

**NOTICE OF SEWER CONNECTION CHARGE**

Notice is hereby given that the City of Spokane, Washington, will levy a connection charge on property as a condition to connection to the Spokane International Airport Trunk Sewer, as authorized in RCW 35.92.025.

The property subject to the connection charge are legally described in the attached Exhibits A and B and are outlined on the attached map designated Exhibit C.

This notice and attached Exhibits are filed for record in the Office of the Auditor of Spokane County, Washington, in accordance with Ch. 65.08 RCW and as authorized by Ordinance No. C-27848, passed by City Council on February 11, 1985.

**CITY OF SPOKANE**

**Department of Public Works**

**FILED OR RECORDED**

**REQUEST OF Dept. of Public Works**

**MAY 6 1 04 PM '85**

**WILLIAM E. LONARDE  
AUDITOR  
SPOKANE COUNTY, WASH. \$8.00  
DEPUTY**

**O BENLAND**

**Municipal Bldg (Skywalk Level) 99201-3343**

## EXHIBIT A

## BOUNDARY DESCRIPTION OF SIA LONG TERM SERVICE AREA

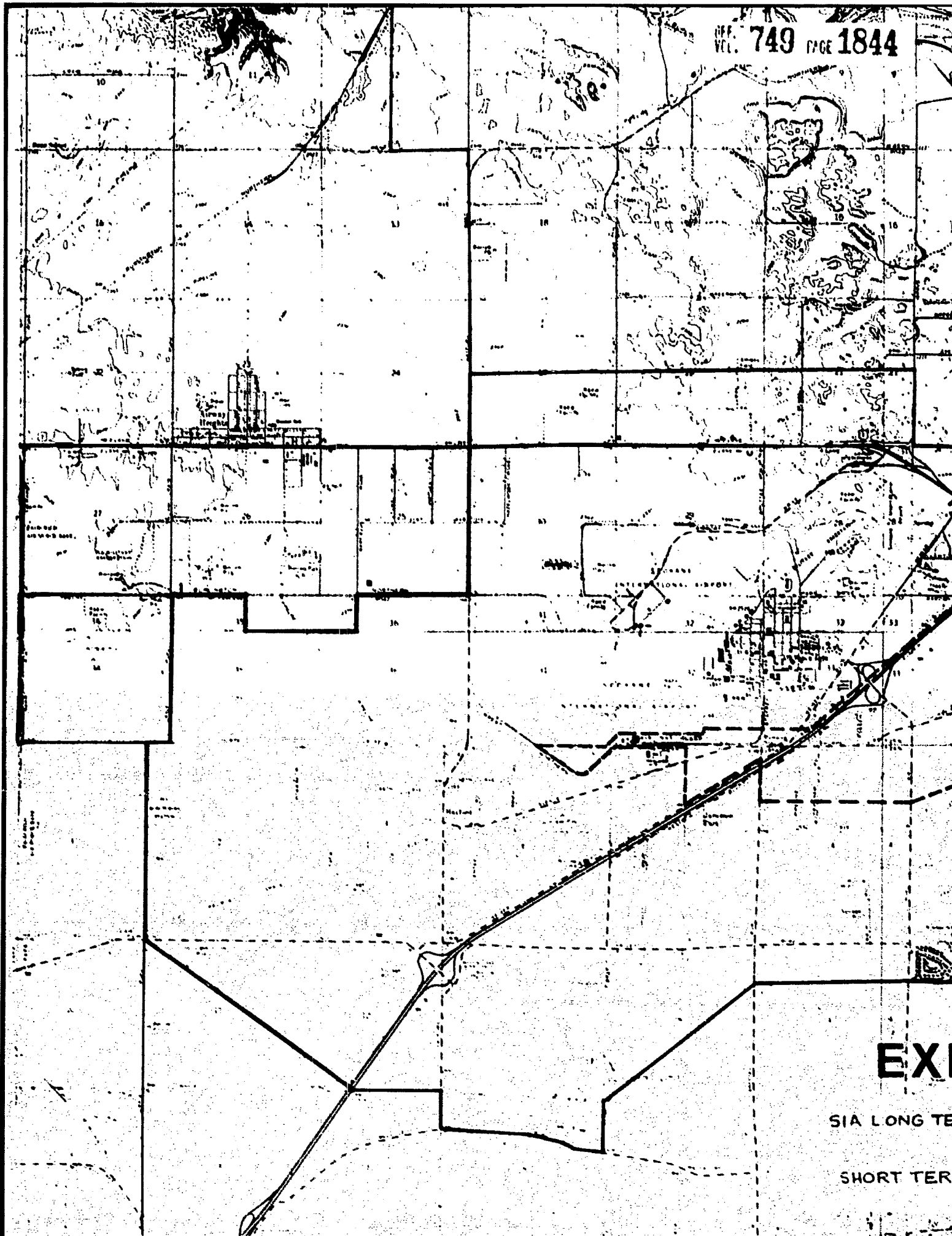
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 2 TOWNSHIP 24 NORTH RANGE 41 EAST, THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 2 TO THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 25 NORTH RANGE 41 EAST; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 35 TO THE CENTER OF SECTION 35; THENCE SOUTHERLY ALONG THE 1/2 SECTION LINE TO THE 1/16 QUARTER CORNER; THENCE EASTERLY ALONG SAID 1/16 TH QUARTER SECTION LINE TO THE EAST LINE OF SAID SECTION 35; THENCE CONTINUING EASTERLY ALONG THE 1/16 LINE OF SECTION 36 TOWNSHIP 25 RANGE 41 EAST TO THE FIRST 1/16 CORNER, THENCE NORTHERLY ALONG THE 1/16 LINE OF SAID SECTION 36 TO THE NORTH LINE OF SAID SECTION 36; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 36 TO THE NORTHEAST CORNER OF SAID SECTION; THENCE NORTHERLY ALONG THE WEST LINE OF SECTIONS 30 AND 19, TOWNSHIP 25 NORTH RANGE 42 EAST TO THE MID-POINT OF SAID SECTION 19; THENCE EASTERLY ALONG THE 1/2 SECTION LINES OF SECTIONS 19, 20, 21 TOWNSHIP 25 NORTH RANGE 42 EAST TO THE EAST LINE OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 42 EAST TO THE MID-POINT OF SAID SECTION; THENCE SOUTHERLY ALONG A STRAIGHT LINE TO THE INTERSECTION OF GEIGER BOULEVARD AND STATE HIGHWAY 2; THENCE SOUTHEASTERLY ALONG STATE HIGHWAY 2; THENCE SOUTHEASTERLY ALONG STATE HIGHWAY 2 TO THE SOUTHEASTERLY RIGHT OF WAY BOUNDARY OF THE INTERSECTION OF STATE HIGHWAY 2 AND INTERSTATE 90; THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 90 TO ITS INTERSECTION WITH THE NORTH-SOUTH 1/2 SECTION LINE OF SECTION 26, TOWNSHIP 25 NORTH RANGE 42 EAST; THENCE SOUTHERLY ALONG SAID 1/2 SECTION LINE TO THE CENTER OF SAID SECTION; THENCE EASTERLY ALONG THE 1/2 SECTION LINE TO THE EAST LINE OF SAID SECTION 26; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 26 EXTENDED TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF INTERSTATE 90; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE EAST LINE OF THE TOPOGRAPHIC FEATURE OF HANGMAN VALLEY; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF HANGMAN VALLEY TO ITS INTERSECTION WITH THE WEST LINE OF HATCH ROAD; THENCE SOUTHWESTERLY ALONG HATCH ROAD TO ITS INTERSECTION WITH INLAND EMPIRE WAY; THENCE WESTERLY ALONG THE EAST-WEST 1/2 SECTION LINE OF SECTIONS 8 AND 7 TOWNSHIP 24 NORTH RANGE 43 EAST TO THE WEST LINE OF SAID SECTION 7; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE INTERSECTION OF THE CHENEY SPOKANE ROAD AND THE NORTH LINE OF SECTION 12 TOWNSHIP 24 NORTH RANGE 42 EAST; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE INTERSECTION OF DORSET ROAD AND THE CENTER OF SECTION 2, TOWNSHIP 24 NORTH RANGE 42 EAST; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE FIRST 1/16 CORNER

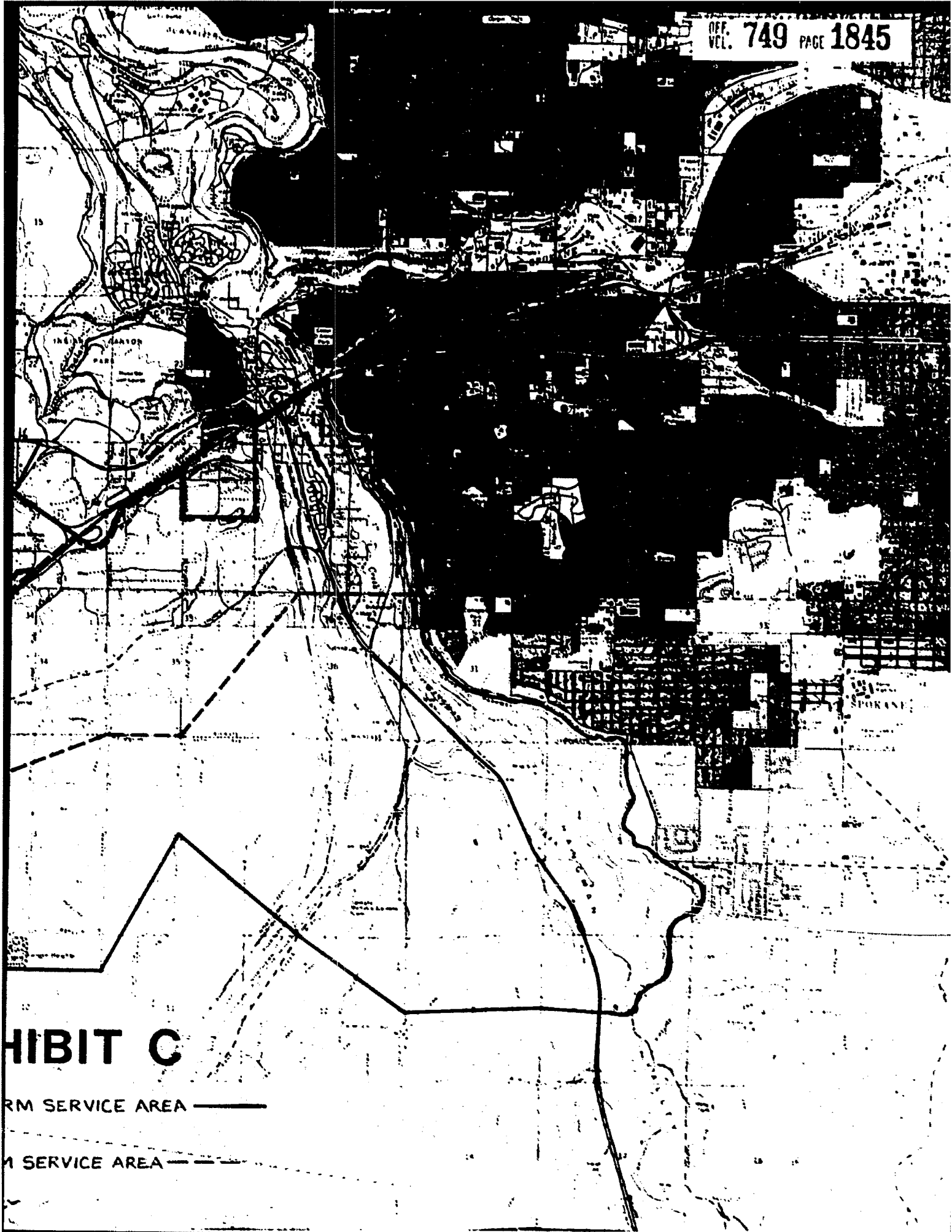
ON THE EAST LINE OF SECTION 10 TOWNSHIP 24 NORTH RANGE 42 EAST; THENCE WESTERLY ALONG THE SAID 1/16 LINE TO THE WEST LINE OF SAID SECTION 10; THENCE CONTINUING WESTERLY ALONG THE 1/16 LINE OF SECTION 9 TOWNSHIP 24 NORTH RANGE 42 EAST TO THE WEST LINE OF SAID SECTION; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 24 NORTH RANGE 42 EAST; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 24 NORTH RANGE 42 EAST TO THE INTERSECTION WITH MELVILLE ROAD; THENCE WESTERLY ALONG MELVILLE ROAD TO HAYFORD ROAD; THENCE NORTHERLY TO THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 24 NORTH; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 13 TO THE INTERSECTION WITH INTERSTATE 90; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING; EXCEPT FOR THE SHORT TERM SERVICE AREA WHICH IS DESCRIBED AS FOLLOWS:

EXHIBIT B

BOUNDARY DESCRIPTION OF SIA SHORT TERM SERVICE AREA

BEGINNING AT INTERSECTION OF THE NORTH LINE OF SECTION 31, TOWNSHIP 25 NORTH RANGE 43 EAST AND THE EAST LINE OF HANGMAN VALLEY; THENCE WESTERLY ALONG SAID NORTH LINE AND THE NORTH LINE OF SECTION 36, TOWNSHIP 25 NORTH RANGE 42 EAST TO THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD LINES; THENCE SOUTHEASTERLY TO THE INTERSECTION OF DORSET ROAD AND 44TH AVENUE ON THE NORTH LINE OF SECTION 2, TOWNSHIP 24 NORTH RANGE 42 EAST; THENCE WESTERLY ALONG SAID NORTH LINE TO ITS INTERSECTION WITH ASSEMBLY ROAD; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SECTION 4, TOWNSHIP 24 NORTH RANGE 42 EAST AND 2000 FEET MORE OR LESS SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE WESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SECTION 2000 FEET MORE OR LESS SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 4 TO THE INTERSECTION OF GODFREY BOULEVARD AND GEIGER BOULEVARD; THENCE SOUTHWESTERLY ALONG GEIGER BOULEVARD TO ITS INTERSECTION WITH SODA ROAD; THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE SOUTH RIGHT OF WAY LINE OF THE GREAT NORTHERN RAILROAD LINE; THENCE WESTERLY ALONG SAID GREAT NORTHERN RAILROAD RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE NORTH LINE OF SECTION 6, TOWNSHIP 24 NORTH RANGE 42 EAST; THENCE EASTERLY 2400 FEET MORE OR LESS ALONG SAID NORTH LINE TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF THE AIR NATIONAL GUARD AREA; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID NORTHWESTERLY AND NORTHLINE OF THE AIR NATIONAL GUARD AREA EXTENDED TO THE NORTH LINE OF GEIGER BOULEVARD; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 90 TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF STATE HIGHWAY 2 AND THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 90; THENCE ALONG SIA LONG TERM SERVICE AREA BOUNDARY TO THE POINT OF BEGINNING.





# HIBIT C

RM SERVICE AREA ———

M SERVICE AREA — — —

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**RECEIVED**  
**MAR 12 2009**  
SALINA, SANGER & GAUPER

**FILED**  
DEC 14 2009  
THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

In re the Marriage of:

TAMARA L. OWENS,

Petitioner,

and

BRIAN F. OWENS,

Respondent.

NO. 06-3-00560-9

☒ DECREE OF DISSOLUTION (DCD)

**I. JUDGMENT/ORDER SUMMARIES**

1.1 RESTRAINING ORDER SUMMARY:

☒ Does not apply.

1.2 REAL PROPERTY JUDGMENT SUMMARY

☒ Does not apply.

1.3 MONEY JUDGMENT SUMMARY:

☒ Does not apply.

*END OF SUMMARIES*

DECREE (DCD) (DCLSP) (DCINMG) - Page 1 of 4  
WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

LAW OFFICES  
**LUKINS & ANNIS**  
A PROFESSIONAL SERVICE CORPORATION  
1600 WASHINGTON TRUST FINANCIAL CENTER  
717 W SPRAGUE AVE.  
SPOKANE, WA 99201-0466  
(509) 455-9555



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**II. BASIS**

Findings of Fact and Conclusions of Law have been entered in this case.

**III. DECREE**

IT IS DECREED that:

**3.1 STATUS OF THE MARRIAGE.**

☒ The marriage of the parties is dissolved.

**3.2 PROPERTY TO BE AWARDED THE HUSBAND.**

☒ The husband is awarded as his separate property the property set forth in the Property Settlement Agreement executed by the parties on 12/17, 2007. The Property Settlement Agreement is incorporated by reference as part of this Decree. The Property Settlement Agreement ☒ is ☐ is not filed with the court.

**3.3 PROPERTY TO BE AWARDED TO THE WIFE.**

☒ The wife is awarded as her separate property the property set forth in the Property Settlement Agreement executed by the parties on 12/17, 2007. The Property Settlement Agreement is incorporated by reference as part of this Decree. The Property Settlement Agreement ☒ is ☐ is not filed with the court.

**3.4 LIABILITIES TO BE PAID BY THE HUSBAND.**

☒ The husband shall pay the community or separate liabilities as set forth in the Property Settlement Agreement referenced above.

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

**3.5 LIABILITIES TO BE PAID BY THE WIFE.**

☒ The wife shall pay the community or separate liabilities as set forth in the Property Settlement Agreement referenced above.

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

1 3.6 HOLD HARMLESS PROVISION.

- 2 ☒ Each party shall hold the other party harmless from any collection action  
3 relating to separate or community liabilities set forth above, including  
4 reasonable attorney's fees and costs incurred in defending against any attempts  
5 to collect an obligation of the other party.

6 3.7 SPOUSAL MAINTENANCE.

- 7 ☒ Does not apply.

8 3.8 CONTINUING RESTRAINING ORDER.

- 9 ☒ Does not apply.

10 3.9 JURISDICTION OVER THE CHILDREN.

- 11 ☒ The court has jurisdiction over the children as set forth in the Findings of Fact  
12 and Conclusions of Law.

13 3.10 PARENTING PLAN.

- 14 ☒ The parties shall comply with the Parenting Plan signed by the court on  
15 12/14/09, 2007. The Parenting Plan signed by the court is approved  
16 and incorporated as part of this decree.

17 3.11 CHILD SUPPORT.

- 18 ☒ Child support shall be paid in accordance with the order of child support signed  
19 by the court on 12/14/09, 2007. This order is incorporated as part of  
20 this decree.

21 3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

- 22 ☒ Does not apply.

23 3.13 NAME CHANGES.

- 24 ☒ Does not apply.

25 *3.14 An Amended Property Settlement Agreement signed by the parties is incorporated by reference.*

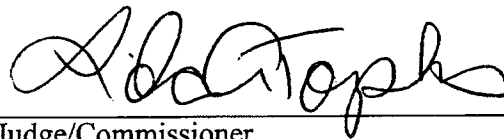
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Dated: 12/14/09

Presented by:



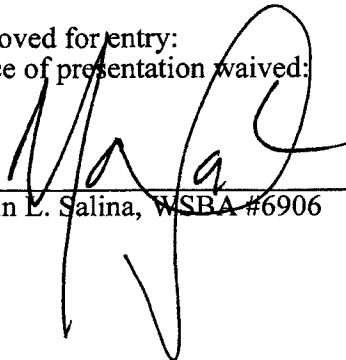
TERENCE R. WHITTEN, WSBA #3254  
Attorney for Petitioner



Judge/Commissioner

Approved for entry:

Notice of presentation waived:



Martin L. Salina, WSBA #6906

DECREE (DCD) (DCLSP) (DCINMG) - Page 4 of 4  
WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

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RECEIVED

MAR 12 2009

SALINA, SANGER & GAUPER

FILED

DEC 14 2009

THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

In re the Marriage of:

TAMARA L. OWENS,

Petitioner,

and

BRIAN F. OWENS,

Respondent.

NO. 06-3-00560-9

PROPERTY SETTLEMENT  
AGREEMENT

**THIS AGREEMENT** is made between Brian F. Owens (hereinafter "Husband") and Tamara L. Owens (hereinafter "Wife") on the basis of the following facts. Husband is represented by Martin L. Salina of Salina, Sanger and Gauper; and Wife is represented by Terence R. Whitten of Lukins & Annis, P.S.

The parties were married on June 27, 1987, in Spokane, Washington.

**I. PRELIMINARY UNDERSTANDINGS**

The parties by this Agreement agree, settle, and effect a division of their community property and desire to set apart to each as separate property the interest of each in their property. The parties further desire to confirm to each his or her own separate property.

Each party hereby acknowledges that this Agreement is made in satisfaction of all financial or other obligations of one to the other. Additionally, the parties desire by this Agreement to settle all matters arising out of the dissolution of their marriage, and agree that

PROPERTY SETTLEMENT AGREEMENT: 1

1 this Agreement is to be incorporated into the Decree of Dissolution in this matter. The parties  
2 acknowledge that this Agreement is subject to approval by the Superior Court of the state of  
3 Washington.

4 This Agreement is the product of negotiation between the parties and language  
5 suggested by each of their legal counsel and should not be construed against one or the other  
6 particularly should a dispute arise.

7 Each party certifies that he or she has entered into this Agreement upon mature  
8 consideration, and that consent to the execution of this Agreement has not been obtained by  
9 duress or undue influence by any person. Each party certifies that, to the best of his or her  
10 knowledge, information, and belief, all assets of each party have been disclosed completely to  
11 the other party, and this Agreement recites all of the assets of both parties.

## 12 **II. PARENTING PLAN AND CHILD SUPPORT**

13 There are four children of the marriage: Brianne, age 16; Henry, age 15; Roselynn, age  
14 11; and, Hayden, age 9. Residential provisions for the children shall be as set forth in the  
15 Parenting Plan filed herein.

16 The Husband agrees to pay to the Wife support for the children, as set forth in the Order  
17 of Child Support filed herein.

18 The Husband shall continue the medical insurance presently in effect for the benefit of  
19 the minor children through his place of business and uninsured medical and dental expenses for  
20 the children shall be allocated as set out in the Order of Child Support.

21 The Husband and Wife shall be entitled to claim the children as exemptions as set out in  
22 the Order of Child Support for federal income tax purposes, pursuant to Section 151 of the  
23 Internal Revenue Code.

## 24 **III. POST-SECONDARY EDUCATION**

25 The right to petition for post-secondary educational support is reserved as set out in the  
Order of Child Support.

PROPERTY SETTLEMENT AGREEMENT: 2

1                                    **IV. PROPERTY DIVISION AND OTHER**  
2                                    **FINANCIAL OBLIGATIONS BETWEEN THE PARTIES**

3            4.1    Property Awarded to Wife. The Wife is awarded as her sole and separate  
4 property the following:

5                    (a)    Wife's clothing, jewelry, and personal effects in her possession.  
6                    (b)    50% interest in the proceeds from the sale of the Anderson Point  
7 property on Pend Oreille Lake in accordance with the terms of paragraph V set forth  
8 below.

9                    (c)    All interest in the house and real property at 3318 S. Fancher, legally  
10 described as follows:

11                                    35 25 43 N1/2 OF NE1/4 OF SE1/4 OF NE1/4  
12                                    Parcel No. 35351.9018

13                                    together with the Washington Trust Bank obligation owing on the  
14 property. The parties agree to utilize the value for the property as \$525,000 with  
15 \$120,000 for the debt obligation.

16                    (d)    50% of E-Trade account, account number 5756-7568, with the value of  
17 the account being equally divided at date of distribution.

18                    (e)    50% of Janus account, account number 202500005, with the value of the  
19 account being equally divided at date of distribution.

20                    (f)    50% of Scottrade account, account number \_\_\_\_\_, with the  
21 value of the account being equally divided at date of distribution.

22                    (g)    A horse trailer with an agreed value of \$8,000.

23                    (h)    Horses and tack with an agreed value of \$4,000.

24                    (i)    1994 tractor with an agreed value of \$11,500.

25                    (j)    Two jet skis of approximate years 1992 and 1997 with an agreed value  
of \$2,000.

PROPERTY SETTLEMENT AGREEMENT: 3

1 (k) All household goods, furnishings, and personal effects in the Fancher  
2 Road house with the exception of those items specifically awarded to Husband with an  
3 agreed net value to Wife of \$5,000.

4 (l) Any and all interest in Wife's investment portfolio in her name with  
5 deGarmo & Kelleher, which is Wife's sole and separate property.

6 (m) A property equalization payment paid by Husband to Wife in the total  
7 principal amount of \$88,279 plus interest at five percent (5%) on the unpaid balance  
8 until the property equalization payment is paid in full.

9 The property equalization payment shall be paid at the rate of \$1,000 per  
10 month commencing with November 5, 2007, and paid each and every month thereafter  
11 until the Anderson Point Pend Oreille property is sold and closed and proceeds  
12 received. The remaining unpaid portion of the equalization payment at the time of the  
13 closing of the sale of the Anderson Point property shall then be paid to the Wife from  
14 the proceeds of the closing of the sale of the Anderson Point property. The payment  
15 shall be distributed to the Wife from the closing. This property equalization payment  
16 obligation shall be evidenced by a promissory note signed by the Husband.

17 (n) Any household goods or personal property purchased by Wife  
18 subsequent to the date of separation of the parties, together with any and all property  
19 received by the Wife by gift, inheritance, bequest, or devise.

20 (o) Funds received from an escrow account at no net value to Wife.

21 4.2 Property Awarded to Husband. Husband is awarded as his sole and separate  
22 property the following:

23 (a) Husband's clothing, jewelry, and personal effects in his possession.

24 (b) All interest in Owens Roofing, Inc., including all assets and liabilities of  
25 Owens Roofing, Inc. The stipulated value for Owens Roofing, Inc. is \$242,000.

(c) 50% interest in the proceeds from the sale of the Anderson Point  
property on Pend Oreille Lake in accordance with the terms of paragraph V set forth  
below.

PROPERTY SETTLEMENT AGREEMENT: 4

1 (d) All interest in real property located at 3315 S. Glenrose, legally  
2 described as follows:

3 35 25 43 N1/2 OF NW1/4 OF SE1/4 OF NE1/4

4 Parcel No. 35351.9016

5 together with the debt obligation owed to Wash. Trust Bank, which is  
6 secured by this property. The parties agree to utilize the value for the Glenrose  
7 property as \$285,000 with \$97,706 for the debt obligation.

8 (e) All interest in the real property located at 3911 E. Trent, legally  
9 described as follows:

10 EAST SIDE SYNDICATE ALL LOT 5; E1/2 OF L6 B202

11 Parcel No. 35151.0411

12 (f) 50% of E-Trade account, account number 5756-7568, with the value of  
13 the account being equally divided at date of distribution.

14 (g) 50% of Janus account, account number 202500005, with the value of the  
15 account being equally divided at date of distribution. Husband shall take as a part of his  
16 50-50 division of this account all interest in retirement funds.

17 (h) 50% of Scottrade account, account number \_\_\_\_\_, with the  
18 value of the account being equally divided at date of distribution.

19 (i) All interest in the 1998 Jet boat at an agreed value of \$20,000.

20 (j) All interest in the Harley Davidson motorcycle with an agreed value of  
21 \$15,000 and debt owed to Washington Trust Bank of \$9,000.

22 (k) Two ATVs at an agreed value of \$5,000.

23 (l) Two trailers at an agreed value of \$500. *Pro*

24 (m) <sup>S-6</sup> ~~A~~ <sup>(S)</sup> fish mount and a bronze with a dog presently located at 3318 S.  
25 Fancher to go to Husband at no net value.

(n) Any household goods or personal property purchased by Husband  
subsequent to the date of separation of the parties, together with any and all property  
received by the Husband by gift, inheritance, bequest, or devise.

PROPERTY SETTLEMENT AGREEMENT: 5



1 (o) Master Fish Formula business at no value.

2 (p) Any interest in a Firemen's Insurance policy with a cash value of \$3,864.

3 4.3 Liabilities Assumed by Wife. The following liabilities are assumed by Wife,  
4 and Wife shall pay, indemnify, and hold Husband harmless from all responsibility for said  
5 liabilities, including all reasonable attorneys' fees and costs incurred, if necessary, to defend  
6 against any action.

7 (a) Any and all obligations incurred solely by Wife since the date of  
8 separation of the parties, including credit card debts.

9 (b) The obligation owed to Washington Trust Bank secured by 3318 S.  
10 Fancher in the approximate amount of \$120,000.

11 (c) Wife's income tax liability for calendar year 2007. Wife shall report her  
12 income from her separate property account and 50% of any income or capital gains, if  
13 any, on the accounts the parties are dividing 50-50.

14 (d) Any past due property taxes relating to 3318 S. Fancher, and this  
15 obligation shall not be credited on the community balance sheet.

16 (e) Any past due property insurance due on 3318 S. Fancher, and this  
17 obligation shall not be credited on the community balance sheet.

18 (f) 50% of the total income tax liability, if any, related to the parties' joint  
19 2004 tax return and the recent notice from the IRS in that regard. It is acknowledged  
20 that the Husband has previously paid \$3,000 toward that obligation which shall be  
21 credited to his 50% of this obligation. Wife's responsibility shall be to pay 50% of any  
22 ultimate amount that is found due and owing.

23 (g) The Wife shall assume and pay any and all obligations associated with  
24 any asset awarded to her hereunder.

25 (h) The Wife has paid a portion of the children's orthodontia bill. The  
Husband shall pay the remaining amount due. Each party's payment shall be without  
credit on the community balance sheet.

PROPERTY SETTLEMENT AGREEMENT: 6

1           4.4    Liabilities Assumed by Husband. The following liabilities are assumed by  
2 Husband, and Husband shall pay and hold Wife harmless from all responsibility for said  
3 liabilities, including all reasonable attorneys' fees and costs incurred, if necessary, to defend  
4 against any action.

5           (a)    Any and all obligations incurred solely by Husband since the date of  
6 separation of the parties, including credit card debts and lines of credit.

7           (b)    The obligation owed to Wash Trust Bank which is secured by 3315  
8 S. Glenrose in the approximate amount of \$97,706.

9           (c)    The obligation owed to Washington Trust Bank relating to the Harley  
10 Davidson motorcycle in the approximate of \$9,000.

11           (d)    A community debt to Washington Trust Bank in the approximate amount  
12 of \$5,000.

13           (e)    All past due property taxes related to 3911 E. Trent, which will not be a  
14 credit or adjustment on the community balance sheet.

15           (f)    The remaining orthodontia bill owed to Dr S/ack in the  
16 approximate amount of \$1,700, which will not be a credit or adjustment on the  
17 community balance sheet. Wife previously paid in excess of \$2,000 of this obligation.

18           (g)    Approximately \$760 owed to Spokane Occupational & Hand Therapy,  
19 which will not be a credit or adjustment on the community balance sheet.

20           (h)    Husband's income tax liability for calendar year 2007, which includes all  
21 income earned by him, including income from Owens Roofing, Inc. and 50% of any  
22 income or capital gains, if any, on the accounts the parties are dividing 50-50.

23           (i)    A property equalization payment to Wife in the total principal amount of  
24 \$88,279 plus interest at five percent (5%) on the unpaid balance until the property  
25 equalization payment is paid in full.

          The property equalization payment shall be paid at the rate of \$1,000 per  
month commencing with November 5, 2007, and paid each and every month thereafter  
until the Anderson Point Pend Oreille property is sold and closed and proceeds

PROPERTY SETTLEMENT AGREEMENT: 7

1 received. The remaining unpaid portion of the equalization payment at the time of the  
2 MS closing of the sale of the Anderson Point property shall then be paid to the Wife from  
3 the husband's one half share of the net sale proceeds the proceeds of the closing of the sale of the Anderson Point property. The payment  
4 shall be distributed to the Wife from the closing. This property equalization payment  
5 obligation shall be evidenced by a promissory note signed by the Husband.

6 (j) 50% of the total income tax liability, if any, related to the parties' joint  
7 2004 tax return and the recent notice from the IRS in that regard. It is acknowledged  
8 that the Husband has previously paid \$3,000 toward that obligation. Husband's  
9 responsibility shall be to pay 50% of any ultimate amount that is found due and owing.

10 (k) The Husband shall assume and pay any and all obligations associated  
11 with any asset awarded to him pursuant to this agreement.

12 (l) Any and all obligations of or associated with Owens Roofing, Inc.,  
13 including accounts payable, loans, lines of credit, and credit card debts.

#### 14 V. ANDERSON POINT PROPERTY

15 5.1 The Anderson Point Pend Oreille Lake property is legally described as follows:

16 27-57N-1W PAGES SUBD LOTS 19 & 20

17 Parcel No. RP 00310000019A A

18 and

19 27-57N-1W PAGES SUBD LOTS 18

20 Parcel No. RP 003100000180 A

21 5.2 This property will be immediately listed for sale by mutual agreement of the  
22 parties and reasonably marketed and sold as soon as possible. All decisions regarding the  
23 listing, marketing, and sale of the property shall be by mutual agreement. If the parties can not  
24 agree, either party may have an issue decided on the Spokane County Superior Court Family  
25 Law Motion Docket, if necessary.

5.3 Until the property is sold, the parties agree to jointly share the utilization of the  
property on approximately a 50-50 basis. If the parties have any disputes about utilization of

PROPERTY SETTLEMENT AGREEMENT: 8

may have ~~pro~~  
1 this property, either party have ~~may~~ the issue decided on the Spokane County Superior Court  
2 Family Law Motion Docket, if necessary.

3 5.4 Necessary expenses associated with the property until it is sold shall be divided  
4 50-50. This would include property taxes, including past due property taxes, insurance,  
5 utilities, and maintenance upkeep expenses.

6 5.5 Upon sale of the property, each party will be issued a 1099 for one-half of the  
7 proceeds, and each party will pay 50% of the tax consequences, if any, from the sale of the  
8 property. *from the husband's one-half share of the net sale proceeds*

9 5.6 From the proceeds of the sale of property, the total amount remaining on the  
10 property equalization payment from Husband to Wife shall first be paid in full. Any joint  
11 obligations related to the property, including closing expenses, unpaid property taxes, unpaid  
12 property insurance, and any other unpaid joint obligations shall be paid out of closing proceeds.  
13 The remaining proceeds will be divided 50% to each party.

14 5.7 The household and personal property items at this lake property will be sold  
15 with the property with the exception that Husband will receive a log bed and deer heads.

16 5.8 If one party owes the other reimbursement for his/her share of joint expenses,  
17 such reimbursement shall be promptly paid. Husband shall not deduct reimbursements owed  
18 from child support.

#### 19 VI. MISCELLANEOUS AND OTHER MATTERS

20 6.1 Husband agrees that he will not occupy the Glenrose property as a residence  
21 unless and until Wife moves from the Fancher Road property or until she otherwise agrees that  
22 he may personally occupy that property.

23 6.2 Husband and Wife agree that Wife may amend her 2005 personal income tax  
24 previously filed and eliminate any reporting of any income related to Owens Roofing, Inc. and  
25 any rental income related to 3911 East Trent Avenue. Wife had previously reported an  
estimated amount totaling \$68,154 for said ~~expenses~~ *income* and shall file an amended return  
eliminating those income items. Husband shall be solely responsible for any income taxes  
related to Owens Roofing, Inc. or rent from 3911 East Trent Avenue, if any.

PROPERTY SETTLEMENT AGREEMENT: 9

1           6.3    Each party agrees and intends by the conditions and provisions of this  
2 Agreement that they have equitably divided their community property and acknowledge that  
3 this Agreement establishes an equitable division of their community property interests and,  
4 further, confirms to each his or her own separate property.

5           6.4    In full consideration of the mutual agreements contained herein, each party shall  
6 execute any deeds, bills of sale, assignments, promissory notes, transfers, waivers, or other  
7 instruments, documents, and amended income tax returns necessary to complete and effectively  
8 carry out the terms of this Agreement. This paragraph shall also be binding upon and inure to  
9 the benefit of the heirs, executors, administrators, successors, and assigns of each of the parties.

10          6.5    In the event that legal descriptions are omitted, incorrect, or insufficient, each  
11 party agrees to promptly execute such additional or necessary documents as may be required to  
12 effectuate the terms of this Agreement.

13          6.6    No modification or waiver of any of the terms of this Agreement shall be valid  
14 as between the parties unless in writing and executed with the same formality as this  
15 Agreement; and no waiver of any breach or default hereunder shall be deemed a waiver of any  
16 subsequent breach or default.

17          6.7    Each of the parties shall be awarded all Social Security benefits to which he or  
18 she is entitled by virtue of their marriage to one another but relinquishes any interest each may  
19 have in the estate of the other party, except as specifically retained under this Agreement.

20          6.8    All previous wills, contracts, and community property agreements, if any,  
21 between the parties are hereby revoked.

22          6.9    The parties agree that all transfers of property and obligations set forth herein  
23 shall be accomplished within 30 days from the entry of a Decree of Dissolution in this action,  
24 unless otherwise provided in this Agreement.

25          6.10   Each party shall pay his or her own attorney's fees and costs incurred in this  
matter.

PROPERTY SETTLEMENT AGREEMENT: 10

1 DATED this 17<sup>th</sup> day of December, 2007.

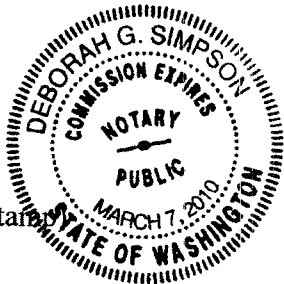
2 [Signature]  
3 BRIAN F. OWENS  
4 Husband

[Signature]  
PAMARA L. OWENS  
Wife

5  
6 STATE OF WASHINGTON )  
7 :ss.  
8 County of Spokane )

9 On this 17<sup>th</sup> day of December, 2007, before me personally appeared BRIAN F.  
10 OWENS, to me known to be the individual described in and who executed the foregoing  
instrument and acknowledged that he signed and sealed the same as his own free and voluntary  
act and deed, for the uses and purposes therein mentioned.

11 GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this  
12 certificate first above written.



Deborah G. Simpson  
Notary Public (Signature)

Deborah G. Simpson  
(Print Name)

My appointment expires 3-7-2010

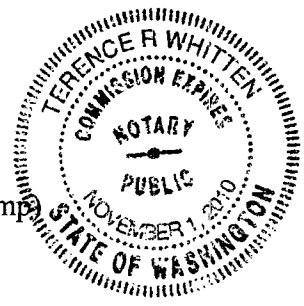
PROPERTY SETTLEMENT AGREEMENT: 11

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STATE OF WASHINGTON )  
:SS.  
County of Spokane )

On this 4 day of ~~December~~ <sup>January</sup> ~~2007~~ <sup>2008</sup>, before me personally appeared TAMARA L. OWENS, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Terence R. Whitten  
Notary Public (Signature)

Terence R. Whitten  
(Print Name)

My appointment expires Nov 10, 2008

PROPERTY SETTLEMENT AGREEMENT: 12