

WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027490 **Liability:** \$ 105,000.00 \$660.00 Fee:

Order No.: 25-40756-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,

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

GUARAN rederick 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.

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.

Page 2 of 2 for Policy Number: G-6328-000027490 Agent ID: 470144

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: 25-40756-VTE

Date of Guarantee: August 4, 2025

Guarantee No.: 000027490

Premium: \$660.00

Amount of Liability: \$105,000.00 Sales Tax: \$60.06

Total: \$720.06

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

Title to said estate or interest at the date hereof is vested in:
 Michael Waddell and Carrie Waddell, husband and wife, who acquired title by Deed recorded June 9, 2021 under Auditor's
 file number 7085755

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: 25-40756-VTE Guarantee No.: 000027490

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 Deer Park
- 11. Deed of Trust and the terms and conditions thereof:

Grantor: Michael Waddell and Carrie Waddell, husband and wife

Trustee: Stamper Rubens, P.S.

Beneficiary: Guyla Tongue, as her sole and separate property

Amount: \$56,882.67 Dated: June 8, 2021 Recorded: June 9, 2021

Recording No.: 7085756 in the official records

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

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

Order No. 25-40756-VTE

Telephone No.: 509-477-5764

13. A Lis Pendens of said action was recorded on April 16, 2024 under Recording No. 7343793

14. Exceptions and Reservations as contained in instrument:

From: State of Washington Recorded: October 30, 1958

Recording No.: 574364B in the official records

15. Easement and the terms and conditions thereof:

Grantee: Inland Power & Light Co, a Washington corporation

Purpose: public utilities Recorded: August 24, 1977

Recording No.: 7708240180 in the official records

16. Easement and the terms and conditions thereof:

Grantee: Waylan D Cork and Teresa Cork, his wife

Purpose: Easement

Recorded: August 24, 1977

Recording No.: 7708240182 in the official records

17. Easement contained in Real Estate Contract and the terms and conditions thereof:

Recorded: September 1, 1977

Recording No.: 7709010191 in the official records

18. The terms and provisions contained in document entitled "Notice to the Public"

Recorded: December 9, 1986

Recording No.: 8612090425 in the official records

19. The terms and provisions contained in document entitled "Notice to the Public"

Recorded: December 9, 1986

Recording No.: 8612090426 in the official records

20. Easement and the terms and conditions thereof:

Grantee: Glen and Marilynn Tongue, husband and wife

Purpose: public utilities Recorded: February 20, 1987

Recording No.: 8702200135 in the official records

21. Easement Agreement and the terms and conditions thereof:

By and Between: Glen I Tongue, Laurel D Tongue, Linda D Largield, Carol E Brown, Donald Larfield, Rodney G Tongue,

Larry G Tongue, Teresa Tongue and Charlene Tongue

Recorded: October 20, 1993

Recording No.: 9310200350 in the official records

22. Mutual Road Maintenance Agreement and the terms and conditions thereof:

By and Between: Glen I Tongue, a single person, Donald Larfield and Linda D Largield, husband and wife, Larry G Tongue and Charlene Tongue, husband and wife, Laurel D Tongue, a single person, Carole E Brown, a single person and Rodney G

Tongue and Teresa Tongue, husband and wife

Recorded: June 19, 1997

Recording No.: 4113301 in the official records

23. Easement and the terms and conditions thereof:

Grantee: Inland Power & Light Co, a cooperative corporation

Purpose: public utilities Recorded October 26, 2018

Recording No.: 6755153 in the official records

WA Litigation Guarantee 24. Terms and conditions of survey recorded March 2, 2020 under Recording Number 6897260 in the official records. End of Special Exception

Order Number: 25-40756-VTE Guarantee No.: 000027490

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:

Guyla Tongue 36306 N Dalton Rd Deer Park, WA 99006 As disclosed by Exception # 10

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: 25-40756-VTE Guarantee No.: 000027490

PROPERTY DESCRIPTION:

The South 477.06 feet of the East Half of the Southeast Quarter of the Northeast Quarter of Section 18, Township 29 North, Range 43 E.W.M., records of Spokane County;

Situate in the County of Spokane, State of Washington.

Parcel No.: 39181.9060

Parcel Information



Data As Of: 8/19/2025

Parcel Number: 39181.9060 Site Address: Unassigned Address

Parcel Image



Owner Name: WADDELL, MICHAEL & CARRIE Address: 503 W BRIDGE RD # 29, DEER PARK, WA, 99006 Taxpayer Name: WADDELL, MICHAEL & CARRIE Address: 503 W BRIDGE RD # 29, DEER PARK, WA, 99006

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	Unassigned Address	Deer Park	7.22	Acre(s)	91 Vacant Land	2025	3520	Active

Assessor Description

18-29-43 S 477.06FT E1/2 OF SE1/4 OF NE1/4

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
91 Vacant Land	132	233960	BEAR2	RANGE-ELOIKA LAKE AREA	Nathan	(509) 477-5906

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 2029 and May of 2030.

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2026	127,540	127,540	127,540	0	0	0
2025	105,000	105,000	105,000	0	0	0
2024	105,000	105,000	105,000	0	0	0
2023	71,500	71,500	71,500	0	0	0
2022	49,500	49,500	49,500	0	0	0

Characteristics

^{* -} Room counts reflect above grade rooms only.

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	TO10	0	0	1
the second of th		The second secon	Name on the state of the state	

Sales Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
06/08/2021	61,000.00	Statutory Warranty Deed	202109067	39181.9060
01/14/2021	0.00	Quit Claim Deed	202100707	39181,9060
09/03/2013	0.00	Warranty Deed	201312778	39181,9060
03/13/1996	0.00	MULTIPLE RESIDENTIAL SALE		39181.9060

Property Taxes

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

Return to:

Stamper Rubens, PS Steven O. Anderson/Mona 720 W Boone, Suite 200 Spokane, WA 99201
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 Rec Fee: \$107.50
 Page 1 of 5

 Warranty Deed
 SIMPLIFILE LC E-RECORDING

 Spokane County Washington
 eRecorded

First American Title

Escrow #12871.09

STATUTORY WARRANTY DEED

THE GRANTORS, GUYLA TONGUE, as her sole and separate property, for and in consideration of Ten and no/100 Dollars (\$10.00), and other valuable consideration in hand paid, convey and warrant to MICHAEL WADDELL and CARRIE WADDELL, husband and wife, situated in the County of Spokane, State of Washington:

THE SOUTH 477.06 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 18, TOWNSHIP 29 NORTH, RANGE 43, E.W.M. SITUATE IN SPOKANE COUNTY, WASHINGTON

Commonly Known as: Vacant Land, Deer Park, WA 99006 Tax Parcel No. 39181.9060

SUBJECT TO:

ALL EXCEPTIONS SHOWING ON THE ATTACHED EXHIBIT A DATED: June , 2021.

(Statutory Warranty Deed - Page 1 of 5)

06-09-2021 - 202109067 - LWL - \$981.00

STATE OF WASHINGTON)

) ss.

County of Spokane

On this day personally appeared before me GUYLAS TONGUE, to me known to be the individual who appeared before me and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of June 2021.

Notary Public State of Washington Ramona M Gonzales Commission No. 25000 Commission Expires 09-18-2022

Notary Public in and for the State of Washington, residing at Spokane.
Name: RAMONA M. GONZALES
My commission expires: 09/18/2022

EXHIBIT "A" SUBJECT TO:

DEER PARK

Exceptions and reservations contained in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry. Auditor's No.: 574364B.

Easement, including terms and provisions contained therein:

In Favor Of: Purpose:

Inland Power & Light Co., a Washington corporation The right, privilege and authority to install, reinstall, construct, erect, alter, repair, energize, operate and maintain electric underground transmission and distribution facilities, of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; also the right, privilege, and authority to install, reinstall, construct, erect, alter, repair, energize, operate and maintain at ground level, electric transformer units, electric junction cabinets and/or containers, together with appurtenances necessary or convenient to make said underground and surface installations an integrated electric system and in connection with all the foregoing to cut, trim, or chemically treat trees and shrubbery, to chip and spread branches and other foliage and to pile and stack logs as necessary alongside the cleared right-of-way in accordance with REA specifications, to the 'extent necessary to install and maintain said electric system. Together with the right at all times to Grantee, its successors and assigns, of ingress to, and egress from said lands, across adjacent lands and to use any and all roads of the Grantor, for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said land

Recorded: Auditor's No.: August 24, 1977 7708240180

(Statutory Warranty Deed - Page 3 of 5)

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Easement, including terms and provisions contained therein: 7708240182 Recording Information: In Favor of: Waylan D. Cork and Teresa Cork, his wife For: An exclusive easement to cultivate that portion of said Section 18 which is bounded as follows: On the North by the Easterly prolongation of that course hereinabove described as bearing North 89°17'24" West 288.00 feet; On the East by the East line of said Section 18; On the South by the Easterly prolongation of the South line of said land; On the West by the East line of said land. 5. Easement, including terms and provisions contained therein: 7709010191 Recording Information: In Favor of: Walter D. Galvin and Barbara E. Galvin, husband and wife. For: An easement to cultivate that portion of said Section 18 which is bounded as follows: On the North by the South line of Eloika Lake Road: On the South by the South line of the land herein above described; On the West by the East lline of the land herein above described; On the East by the East line of said Section 18. No. 1 Notice to the Public Recorded: December 09, 1986 Recording No.: 8612090425 No. 1 Notice to the Public Recorded: December 09, 1986 Recording No.: 8612090426 No. 1 Notice to the Public Recorded: December 09, 1986 8612090427 Recording No.: Easement, including terms and provisions contained therein: In Favor Of: Inland Power & Light Co. Purpose: Electric transmission and/or distribution system Recorded: February 20, 1987 8702200135 Recording No.: 10. Easement Agreement Recorded: October 20, 1993

9310200350

Recording No.:

(Statutory Warranty Deed - Page 4 of 5)

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11. Mutual Road Maintenance Agreement and the terms and conditions thereof:

Between:

Glen I. Tongue, a single person

And:

Donald Larfield and Linda D. Larfield, husband and

wife, Larry G. Tongue and Charlene Tongue,

husband and wife, Laurel D. Tongue, a single person Carole E. Brown, a single person, Rodney G. Tongue

and Teresa Tongue, husband and wife

Recording Information:

4113301; June 19, 1997

Resolution No. 17-0478

Recorded:

June 22, 2017

Recording No.:

6614316

13. Easement, including terms and provisions contained therein: In Favor Of:

Inland Power & Light Co.

Purpose:

Electric transmission and/or distribution system

Recorded:

October 26, 2018

Recording No.:

6755153

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Rec Fee: \$107.50 Page 1 of 4
Deed Of Trust SIMPLIFILE LC E-RECORDING
Spokane County Washington eRecorded

FILED FOR RECORD AT REQUEST OF: Stamper Rubens, P.S.

WHEN RECORDED RETURN TO:

Steven O. Anderson/mg 720 West Boone Suite 200 Spokane, WA 99201

First American Title

Deed of Trust

Corretesy

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Spokane County, Washington:

THE SOUTH 477.06 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 18, TOWNSHIP 29 NORTH, RANGE 43, E.W.M. SITUATE IN SPOKANE COUNTY; WASHINGTON

Commonly Known as: Vacant Land, Deer Park, WA 99006 Tax Parcel No. 39181.9060

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of FIFTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-TWO and 67/100 Dollars (\$56,882.67) with interest, in accordance with the terms of the Promissory Note between the parties of even date herewith, payable to Beneficiary or

4

DEED OF TRUST PAGE 2

and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. The Promissory Note shall be due in full upon the sale or transfer of the property.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the property in good condition and repair, to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property. Notwithstanding the foregoing, the parties acknowledge that nothing herein will require them to improve the current structures, buildings or improvements as they stand on the date of execution hereof.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust, All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor's. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust in the event of foreclosure, all rights of the Grantor in insurance policies then in force shall foreclosure sale. Nothing herein shall prohibit the removal of buildings, improvements, and structures from the property.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust,
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note and Agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation,
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the proper covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums received hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor has or has the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In. the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in

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DEED OF TRUST PAGE 4

which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

The term Beneficiary shall mean the holder and owner of the Note and Agreement secured hereby, whether or not named as Beneficiary herein.

GRANTORS:

STATE OF WASHINGTON

COUNTY OF Spokane

) ss.

On this day personally appeared before me MICHAEL WADDELL and CARRIE WADDELL, to me known to be the individuals who appeared before me 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 day of June, 2021.

Notary Public State of Washington Ramona M Gonzales Commission No. 25000 ommission Expires 09-18-2022

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

Print Name: RAMONA M. GONZALES My Commission Expires: 09/18/22

BOOK 742 PAGE 302 574364B. STATE OF WASHINGTON

IN CO	ONSIDERATION OF				***************************************
	Six thousand	ten and no/1	00	(6,010.00)	Dollars,
the receip	ot of which is hereby acknow	wledged, the State	e of Washingto	n does hereby gran	nt, bargain, sell
and conve	ey unto RALPH LYONS	and CARL BEN	NETT, their		······································
heirs and	assigns, the following descr	ribed I	ndemnity		lande
3	. Spokane	· ·			
			County, Wash	ington, to-wit.	
	NE ¹ / ₄ , Lots 3 and Township 29 North, F acres, more or less, Subject to ease heretofore granted u	, according t ement for rig	to the gove tht of way	rnment survey for county roa	thereof.
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The above	derenthed lands our sale water is				
made, and whi "The grant oils, gases, coal part thereof, a reserves out of servants upon and taking out out of the grar and all times to remain on s venient for the erally all right fielal and effici- under this ress the owner of t for all damage	described lands are sold subject to a ch shall be as binding upon the grant for hereby expressly saves, excepts an individual state of the same for state of the grit to explore the same for state and removing therefrom all state of the same are said lands or any made, unto itself, it said lands or any part thereof said saids or any part thereof for the successful prosecution of such mining said lands or any part thereof for the successful prosecution of such mining is and powers in, to and over said la ent the complete enjoyment of the procuration by the State, its successors or the land upon which the rights herein is sustained by said owner, by reason or	the provisions of the ce and any successor in dreserves out of the grame, kind or description, under the control of the grame, kind or description, under the cuccessors and assign the control of the co	apter 312 of the Sessi interest of said gran rant hereby made, ur, and which may be; and which may be; minerals and fos is forever the right for the purpose of opmerals and fossils, at the right by its or interest of the purpose of opmerals and fossils, as the right by its or interest of the purpose of opmerals and fossils, as the right by its or interest of the reserving for itself of the reserving for its for its reserving f	on Laws of 1927, to which tee as though set out at leto itself, its successors and in or upon said lands abosisis; and it also hereby to enter by itself, its agening, developing and wor and to that end it further their agents, servants aroads, sink such shafts, records, the successors or conveniably necessary or conveniably necessary or conveniably sections of sought to be exerting or sought to be exerting the state, its successors of gins or sought to be exerting the state of the section of the	reference is hereby might herein. I assigns forever, all ve described, or any expressly saves and ents, attorneys and iding mines thereon, expressly reserves dattorneys at any move such soil, and a necessary or cons, as aforesaid, genent to render beness shall be exercised or assigns to pay to cised, full payment
TO HA	AVE AND TO HOLD the said	d premises, with t	their appurtena	nces, unto the said	
	Ralph Lyons and Carl	L Bennett, th	eir	heirs and as	ssigns forever.
	A STATE OF THE STA	, WITNESS t	he Seal of the S	State, affixed thisc	25 th
	THE STATES	day	\mathcal{P} .	tember	, 195&
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្ត វិត្ត		Atte	st:	• •	Governor.
្មូ			Ven	DEPUTY Assistant Secre	tary of State
State Recor	d of Deed Volume 10	, Page	627		. Sing the second of
App. No. 230	093		•		
Contract No.				OCT 3 0 1958 AT	1:06 A.M
			UEST OF	SPOKANE COUNTY	AUDITOR
S. F. No. 494-5-5	5—1M. 41973.	•			

7708240180 Individual Form

RIGHT-OF-WAY EASEMENT - UNDERGROUND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
STANLEY E. CHAPPLE and PATRICIA A. CHAPPLE, his wife for mutual offsetting benefits which are hereby acknowledged, do hereby convey and grant to INLAND
POWER & LIGHT CO., a Washington corporation (hereinafter called "Grantee") and to its successors or
assigns, the right, privilege and authority, to install, reinstall, construct, erect, alter, repair, energize
operate and maintain electric underground transmission and distribution facilities, consisting of vaults,
manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances;
ALSO the right, privilege, and authority to install, reinstall, construct, erect, alter, repair, energize,
operate and maintain at ground level, electric transformer units, electric junction cabinets and/or con-
tainers, together with appurtenances necessary or convenient to make said underground and surface
installations an integrated electric system and in connection with all the foregoing to cut, trim, or
chemically treat trees and shrubbery, to chip and spread branches and other foliage and to pile and
stack logs as necessary alongside the cleared right of way in accordance with REA specifications, to
the extent necessary to install and maintain said electric system, said electric system to be located
upon, under, over and across the following-described lands and premises situated in the County of
Spokane , State of Washington , and more particularly described as follows:
E2E2 Section 18, Township 29N., Range 43 E.W.M., Spokane County, Washington.
1% R. E. Excise Tax Exempt
Date & plu 1977 By Checent
by Calebrat.
Together with the Newty County Times to Grantee, its successors and assigns, of ingress to, and
egress from said lands, across adjacent lands and to use any and all roads of the Grantor, for the
purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said
electric system, and the right at any time to remove all or any part of said electric system from said
land.
Grantee is responsible, as provided by law, for any damage to the Grantor through its negligence
in the construction, operation, and maintenance of said electric system, across, over, upon and under
the property described above.
The rights, title, privilege and authority hereby granted shall continue and be in force until such
time as Grantee, its successors or assigns shall permanently remove all said electric system from said
lands, or shall permanently abandon said electric system, at which time all such rights, title, privilege
and authority shall terminate.
The undersigned covenant that they are the owners of said lands and the same are free of
encumbrances, except: The undersigned are Purchasers on a Page Petate Contract
and total the Dellers are tien 1. Tongue and Maril van M. Tongue his wife
dated November 8, 1975.
INI WITNIECE WILFORDS II I I I I I I I I I I I I I I I I I
IN WITNESS WHEREOF, the undersigned have set their hands and seals this <u>17th</u> day of
August 1977.
- Caren
STATE OF Workington , Patriction U. Chapple
COUNTY OF Spetare
I, the undersigned, a Notary Public, do hereby certify that on this 17 day of August
1977, personally appeared before me Stanley E. and Patricia A. Chapple
to me known to be the individual(s) described in and who executed the within instrument, and ack-
nowledged 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 the day and year in this certificate above written.
71000 1000
FILED OR RECORDED
(Notery Public in and for the State of State of
REQUEST OF Grantor residing at Spoken 1/2
IP&L Co. 7-75 Aug 24 01 PH '77 2.00
TO A STATE OF THE
VERNON W. OHLAND. AUDITOR. SPOKANE COUNTY, WASH. PONTO OF THE COUNTY OF THE COUNTY.
DEPUTY ROUCE 2, Box 144 99207
POSTON

NOTICE OF REAL ESTATE CONTRACT

WE 336 PAGE 11

19 77

Notice is hereby given that on the 17thday of August

Stanley E. Chapple and Patricia A. Chapple, his wife as sellers, and

as purchasers, Waylan D. Cork and Teresa Cork, his wife executed a contract of sale, wherein the sellers agreed to sell to the purchasers and the purchasers agreed to purchase from the sellers, the following described real estate in ___Spokane _ County, Washington, with the appurtenances:

> SEE ATTACHED LEGAL DESCRIPTION A portion of $E_2^1E_2^1$ Sec. 18, Twp. 29N., r. 43 E.W.M.

(Elcika Praffie Ranchettes)

FILED OR RECORDED

REQUEST OF Stanley Chapple

Aug 24 | 05 PH'77

VERNOR W. OHLAND, AUDITOR: -SPOKAHE COUNTY, WASH. Route 2 Box 144 9927

Fidelity Mutual Savings Bank Valley Branch

E8112 Sprague Ave. Said contract is being held in escrow at Spokane, Wash. 99206

Dated this 17th day of August

STATE OF WASHINGTON,

Spokane County of

On this day personally appeared before me Stanley E. and Patricia A. Chapple

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they their signed the same as free and voluntary act and deed; for then uses and purposes

therein mentioned.

GIVEN under my hand and official seal this

day of August

STATE OF WASHINGTON

County of Spokane

TERESA CORK

On this 17, th. day of

August

, 19 77, before me personally appeared to me known to be the individual described in and who executed herself and also as Attorney in fact for WAYLEN D. CORK

the foregoing instrument for and acknowledged that S he signed and sealed the same as her free and voluntary act and deed for her self and also as her free and voluntary act and deed for fier purposes therein mentioned, and on sail principal that the said principal for the uses and purposes therein mentioned, and on sail principal that the power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal sensy living and is not insane.

Given under my hand and only a sail the day and year last above written. her

INDIVIDUAL AND AS ATTORNEY

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

Airway Heights

Form No. W-13.1

Parcel #5

Commencing at the intersection of the Southerly line of Eloika Lake Road, 70.00 feet wide, with the East line of Section 18 in Township 29 North, Range 43 East of the Willamette Meridian and running thence along said Southerly line
North 69 deg. 17 min. 24 sec. West 195.00 feet to the true point of beginning, thence continuing North 89 deg. 17 min. 24 sec. West 65.00 feet, thence South 84 deg. 06 min. 05 sec. East 221.15 feet to a line parallel with and distance Westerly 40.00 feet measured at right angles to the East line of said Section 18, thence along said line on a bearing South a distance 746.58 feet, thence North 89 deg. 17 min. 24 sec. West 288.00 feet, and South 0 deg. 03 min. 45 sec. West 0.71 feet, thence South 0 deg. 04 min. 57 sec. West 358.24 feet, thence South 69 deg. 17 min. 24 sec. West 358.24 feet, thence South 89 deg. 17 min. 24 sec. East 585.96 feet to a line parallel with and distance Westerly 30.00 feet measured at right angles to the East line of said Section 18, thence along said line on a bearing North a distance of 1,105.53 feet, thence
North 82 deg. 23 min. 20 sec. West 166.45 feet to the true point of beginning.

Together with an exclusive easement to cultivate that portion of said Section 18 which is bounded as follows:
On the North by the Easterly prolongation of that course hereinabove described as bearing North 89 deg. 17 min. 24 sec. West 288.00 feet;
On the East by the East line of said Section 18;
On the South by the Easterly prolongation of the South line of said land;
On the West by the East line of said land.

Also a non-exclusive easement to be used in common with others for ingress, egress and for the installation and maintenance of public utilities over that portion of said Section 18 which lies within a strip of land 60.00 feet wide 30.00 feet on each side of the West line of the East half of the East half of the East half of said Section 18 said strip to be bounded Southerly by the Westerly prolongation of that course herein above described as running South 89 deg. 17 min. 24 sec. East a distance of 585.96 feet.

Also an exclusive easement for ingress, egress and for the installation and maintenance of public utilities and to cultivate that portion of said Section 16 bounded as follows:
On the North by the Westerly prolongation of that course hereinabove described as running North 89 deg. 17 min. 24 sec. West 287.45 feet;
On the East by that course herein above described as running South 0 deg. 04 min. 57 sec. West 358.24 feet;

题 336 聚 1149

Parcel #5 con't.

On the South by the Westerly prolongution of that course above described as running South 89 deg. 17 min. 24 sec. herein

above described as running South 89 deg. 17 min. 24 sec. East 585.96 feet; On the West by parallel with and distance Westerly 10.00 feet measured at right angles to that course herein above described as running South 0 deg. 04 min. 57 sec. West 358.24 feet.

NOTICE OF REAL ESTATE CONTRACT

Notice is hereby given that on the 5thday of August 1977 STANLEY E. CHAPPLE and PATRICIA A. CHAPPLE, his wife as seilers, and WALTER D. GALVIN and BARBARA E. GALVIN, his wife as purchasers, executed a contract of sale, wherein the sellers agreed to sell to the purchasers and the purchasers agreed to purchase from the sellers, the following described real estate in SPOKANE County, Washington, with the appurtenances: SEE ATTACHED LEGAL DESCRIPTION A portion of $E_2^1E_2^1$ Sec. 18, Twp. 29N., R. 43 E.W.M. FILED OR RECORDED REQUEST OF Stanley E Chapple 17 Excise Tex on Real Estate Sale, Amy Pd\$ \$950 VERHOR W. OHL AND, AUDITOR, SPOKANE COUNTY, WASH., DEPUTY. Date 8/21/7 No. 163239 DUN W. BROWN, Co. Treas. L YOUNG 99207 Rt 2, Box 144 Fidelity Mutual Savings Bank Valley Branch E8112 Sprague Ave. Said contract is being held in escrow at Spokane, Washington Dated this 5th day of August 1977 STATE OF WASHINGTON. County of Spokane On this day personally appeared before me Stanley E. and Patricia A. Chapple to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. 15+6 GIVEN under my hand and official seal this STATE OF . A. D. 19.22., before me, the undersigned, a Notary Public in and for the State o duly commissioned and aworn personally appeared (Talvin) to me known to be the individual 5. described in and who executed the foregoing instrument, and acknowledged to me that Lhey signed and sealed the said instrument as the free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal hand of affixed the day and year in this certificate above written. Notary Public - State of Nevada CLARK COUNTY JANICE K. SHAVER MY COMMISSION EXPIRES NOVEMBER 8, 1960

(Acknowledgment by Individual. Wachington Title Insurance Company Company

লিবাটিয়েলিটিয়ের প্রতিশ্রমান কর্মনানক নক্ষানানিক করিছে প্রত্যাসালিত করিছে ব

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Commencing at the intersection of the Line of Eloika Lake Road, 70.00 feet wide, with the East 11

Township 29 North, Kange 43 Bast of the Willa...tte Meridian and running thence North 89 deg. 17 min. 24 sec. West 260.00 feet, along said Southerly line to the true point of teginning, thence continuing North 89 deg. 17 min. 24 sec. West 67.17 feet, thence South 89 deg. 17 min. 46 sec. West 766.57 feet, thence South 89 deg. 17 min. 21 sec. East 766.57 feet, thence south 89 deg. 17 min. 21 sec. East 766.57 feet, thence barallel with and distance Westerly 40.01 feet measured a line parallel to the East line of said Section 15 thence Long said line on a bearing of North a distance of 7.0.58 feet, thence rence point of heartrains.

Together with an resement to eultivate that portion of said Section is which is counted as follows: C+ hest by the Bast line of the land herein above described; East by the East line of said Section 18. North by the South line of the land herein above described;

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NO. NOTICE TO THE PUBLIC

DJ PAGE]

KNOW ALL MEN BY THESE PRESENTS, That Glen Tongue & Marilynn Tongue and Iredelle

Rosenthal & Joanne Rosenthal being the owners of the following described lands in consideration of mutual benefits to be hereafter derived do for themselves, their heirs, grantees and assigns, hereby agree to the following:

Construct a road to serve the lands herein described in accordance with the adopted County road standards for future public right of way Tract X.

Said road will be contained in the following described right of way: A strip of land being 60 feet in width, 30 feet on each side of the West line of the East Half of the East Half of the Northeast Quarter, and the terminus of said line; TOGETHER WITH a strip of land being 60 feet in width, 30 feet on each side of the West line of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter. In Section 18, Township 29 North, Range 43 E.W.M., in Spókane County, Washington.

(Easement No. 1)

Agree to deliver to Spokane County a properly signed and executed Right of Way Deed covering said right of way to accommodate a future County Road to be constructed by a County Road Improvement District in accordance with approved County Road standards, upon the payment of the market value of the lands being acquired. This option to remain in effect until the establishment of said County Road.

Join and participate in the formation of a County Road Improvement District (RID) pursuant to RCW 36.88, at such time as a district may be formed or any Road Improvement Project sanctioned by Spokane County, which involves the lands herein described. The owners, their heirs, and assigns further agree not to oppose or protest any legal assessments for said Road Improvement District (RID) established pursuant to RCW 36.88.

Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the lands herein described. By allowing a building permit to be issued on property on a private road, Spokane County assumes no obligations for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examing, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road.

The conditions and statements apply to the following described property:

The East Half of the Northeast Quarter and also the North Half of the Northeast Quarter of the Southeast Quarter of Section 18. Township 29 North, Range 43 E.W.M., in Spokane County, Washington.

The undersigned owners, their heirs, successors or assigns hereby release Snokane County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the hereinabove described lands and improvements thereon as a result of allowing a building permit to be issued on property which is served by a private road.

These requirements are and shall run with the land and shall be binding upon the owners, their heirs, successors or assigns.

_ 1986

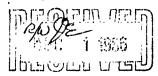
Joanne Rosenthal

STATE OF WASHINGTON) COUNTY OF SPOKANE) ss	%: 8 63 page 11 3
On this 2 day of November 19	986 hafana wa parsanally appared
Clen Tongue and Ma	
personally known to me to be the individual	dual(s) that executed the foregoing strument to be the free and voluntary act
IN WITNESS WHEREOF, I have hereunto set the day and year first above written.	my hand and affixed my official seal
EILEO. OR RECORDED	
3 58 FH '86 DEC 9 3 58 PH '86	Notary Public, In and for the State of Washington, residing in Spokane,
MEG 3 O SQTH GO	Washington
AUDITOR AUDITOR AUDITOR SPOKANE COUNTY, WASH.	
XXX SNELL	
Interoffice	ω
STATE OF WASHINGTON) SS COUNTY OF SPOKANE)	
On this 20 day of October	1986, before me personally anneared
Iredelle Rosenthal personally known to me to be the indiv	and Joanne Rogenthel
instrument and acknowledged the said individual(s), for the	and Joanne Rosenthal vidual(s) that executed the foregoing instrument to be the free and voluntary ac ne uses and purposes herein mentioned.
instrument and acknowledged the said is and deed of said individual(s), for the IN WITNESS WHEREOF. I have hereunto se the day and year first above written.	and Joanne Rosenthal vidual(s) that executed the foregoing instrument to be the free and voluntary ac
instrument and acknowledged the said in and deed of said individual(s), for the IN WIJNESS WHEREOF, I have hereunto se	and Joanne Rosenthal vidual(s) that executed the foregoing instrument to be the free and voluntary ac ne uses and purposes herein mentioned.
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personally known to me to be the indivinstrument and acknowledged the said i and deed of said individual(s), for the IN WIJNESS WHEREOF. I have hereunto se the day and year first above written. STATE OF WASHINGTON) SS On thisday of	and Joanne Rosenthal vidual(s) that executed the foregoing instrument to be the free and voluntary ac ne uses and purposes herein mentioned. et my hand and affixed my official seal Notary Public, in and for the State of Washington, residing in Spokane, Washington 9, before me personally anneared oe
STATE OF WASHINGTON) COUNTY OF SPOKANE) On thisday of Dersonally known to me to be the individual (s), for the day and year first above written.	9 before me personally anneared oedual(s) that executed the foregoing instrument to be the free and voluntary ache uses and purposes herein mentioned. Notary Public, in and for the State of Washington, residing in Spokane, Washington
personally known to me to be the indivinstrument and acknowledged the said i and deed of said individual(s), for the IN WIINESS WHEREOF. I have hereunto se the day and year first above written.	and Joanne Rosenthal vidual(s) that executed the foregoing instrument to be the free and voluntar ne uses and purposes herein mentioned. et my hand and affixed my official sea Notary Public, In and for the S of Washington, residing in Spok

Carlo G 640%

Notary Public, In and for the State of Washington, residing in Spokane.

Nashington



NO. 1 NOTICE TO THE PUBLIC

ROAD NA	dres Rd &	184"5"
DADOGL	W: 863	PAGE 1132
PARCEL	NU	······································

PURPOSE

KNOW-ALL-MEN-BY-THESE-PRESENTS, That Glen Tongue & Marilynn Tongue and Iredelle

Rosenthal & Joanne Rosenthal and lands in consideration of mutual benefits to be hereafter derived do for themselves, their heirs, grantees and assigns, hereby agree to the following:

Construct a road to serve the lands herein described in accordance with the adopted County road standards for future public right of way Tract X.

Said road will be contained in the following described right of way: A strip of land being 60 feet in width, 30 feet on each side of the West line of the East Half of the East Half of the Northeast Quarter, and the terminus of said line; TOGETHER WITH a strip of land being 60 feet in width, 30 feet on each side of the West line of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter. In Section 18, Township 29 North, Range 43 E.W.M., in Spókane County, Washington.

(Easement No. 1)

Agree to deliver to Spokane County a properly signed and executed Right of Way Deed covering said right of way to accommodate a future County Road to be constructed by a County Road Improvement District in accordance with approved County Road standards, upon the payment of the market value of the lands being acquired. This option to remain in effect until the establishment of said County Road.

Join and participate in the formation of a County Road Improvement District (RID) pursuant to RCW 36.88, at such time as a district may be formed or any Road Improvement Project sanctioned by Spokane County, which involves the lands herein described. The owners, their heirs, and assigns further agree not to oppose or protest any legal assessments for said Road Improvement District (RID) established pursuant to RCW 36.88.

Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the lands herein described. By allowing a building permit to be issued on property on a private road, Spokane County assumes no obligations for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road.

The conditions and statements apply to the following described property:

The East Half of the Northeast Quarter and also the North Half of the Northeast Quarter of the Southeast Quarter of Section 18, Township 29 North, Range 43 E.W.M., in Spokane County, Washington.

The undersigned owners, their heirs, successors or assigns hereby release Spokane County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the hereinabove described lands and improvements thereon as a result of allowing a building permit to be issued on property which is served by a private road.

These requirements are and shall run with the land and shall be binding upon the owners, their heirs, successors or assigns.

TERESA CORK

Marilynn Tongue

STATE OF WASHINGTON) COUNTY OF SPOKANE) SS	
on this 2/ day of Novebe 19	
Glen Tongue and Ma ersonally known to me to be the individual nstrument and acknowledged the said insumed deed of said individual(s), for the	dual(s) that executed the foregoing strument to be the free and voluntary act
N WITNESS WHEREOF, I have hereunto set he day and year first above written.	my hand and affixed my official seal
www.nc.nc.pc//ncは解養	Sally and the sa
REQUEST OF CO. Eng	
DEC 9 3 59 PH '86	Notary Public, in and for the State of Washington residing In Spokane, Washington
WILLIAM E. DOBAHUE AUDITOR SPOKANE GOUNTY, WASH. DEPUTY	
XXX """ SNELL	
XXX Interoffice	error e e e e e e e e e e e e e e e e
V *	
STATE OF WASHINGTON) SS	
On thisday of	19, before me personally anneared
그 바이 살아 가는 지수가 그렇게 되었다.	nstrument to be the free and voluntary ac e uses and purposes herein mentioned. t my hand and affixed my official seal
IN WITNESS WHEREOF, I have hereunto se	t my hand and affixed my official seal Notary Public, In and for the State of Washington, residing in Spokane
IN WITNESS WHEREOF, I have hereunto se	t my hand and affixed my official seal
IN WITNESS WHEREOF, I have hereunto se the day and year first above written.	Notary Public, In and for the State of Washington, residing in Spokene.
IN WITNESS WHEREOF, I have hereunto se the day and year first above written. STATE OF WASHINGTON) COUNTY OF SPOKANE) SS	Notary Public, In and for the State of Washington, residing in Spokene, Washington
IN WITNESS WHEREOF, I have hereunto se the day and year first above written. STATE OF WASHINGTON) COUNTY OF SPOKANE) SS	Notary Public, In and for the State of Washington, residing in Spokene, Washington
STATE OF WASHINGTON) ss COUNTY OF SPOKANE) ss On this 24 day of September 19 personally known to me to be the individing trument and acknowledged the said instrument and acknowledged the said instrument.	Notary Public, In and for the State of Washington, residing in Spokane, Washington Mashington TERESA CORK dual(s) that executed the foregoing strument to be the free and voluntary act
STATE OF WASHINGTON) ss COUNTY OF SPOKANE) ss On this 24 day of Septem 19 Personally known to me to be the individe	Notary Public, In and for the State of Washington, residing in Spokana, Washington Washington TERESA CORK dual(s) that executed the foregoing strument to be the free and voluntary act uses and purposes herein mentioned.
STATE OF WASHINGTON) ss COUNTY OF SPOKANE) ss On this 24 day of September 19 personally known to me to be the individual instrument and acknowledged the said insand deed of said individual (s), for the IN WITNESS WHEREOF, I have hereunto set	Notary Public, In and for the State of Washington, residing in Spokana, Washington **TERESA CORK** dual(s) that executed the foregoing strument to be the free and voluntary act uses and purposes herein mentioned.
STATE OF WASHINGTON) ss COUNTY OF SPOKANE) ss On this 24 day of September 19 personally known to me to be the individual instrument and acknowledged the said insand deed of said individual (s), for the IN WITNESS WHEREOF, I have hereunto set	Notary Public, In and for the State of Washington, residing in Spokana, Washington **TERESA CORK** dual(s) that executed the foregoing strument to be the free and voluntary act uses and purposes herein mentioned.

PLEASE RETURN TO:

IP&L 4/85 (A-6)

8702200135

MFF. VCL.	879 PLGE 1748
	RECORD YES
	It Yes, give Grantor's Address: RT 3 BOX 285 DOLL PARK WA. 97000
	DOLL PARK WA. 19006)

	Y EASEMENT	Il Yes, give Grantor's Address:					
Spokane, WA 99202 (20	Feet)	DOZE PARK WA. 1/9006)					
KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "Granfor"),							
GLEN + MARILYNH TONGUE HUSE							
for mutual offsetting benefits which are hereby acknowledged, do Washington corporation (hereinafter called "Grantee") and to its reinstall, construct, erect, after, rephase, repair, energize, operate sisting of poles, cables, wires and all other necessary or convenient and in connection with all the foregoing to cut and trim trees and or dangerous trees that are tall enough to strike the wires in falli	successors or assigns, the right, pri- and maintain electric transmission appurtenances, to make said faciliti shrubbery and cut down from time	vilege and authority, to install, and distribution facilities, con- es an integrated electric system o time all dead, weak, leaning					
stack logs as necessary alongside the cleared right-of-way in accordinated and maintain said electric system which is to be located upon	dance with REA specifications (20, under, over and across the following	fect) to the extent necessary to					
situated in the County of <u>SPOKANE</u> particularly described as follows:	, State of WA	, and more					
E/2 OF SEC 18 TWP 29 RGE 43	IN SPOKANE CO.						
R. E. Excise Tax Exempt							
Dale 20 1987 Spokene County Trees.							
Sporane County frees.							
Together with the right at all times to Grantee, its successors and adjacent lands and to use any and all roads of the Grantor for the energizing, operating and maintaining said electric system, and the from said land.	purpose of installing, constructing,	altering, rephasing, repairing.					
The undersigned Grantor convenants and agrees that no barrier, is by this easement without the express written consent of the Gran	structure or building shall be placed lee.	within the right-of-way granted					
No monetary consideration or consideration of monetary value		n conveyed.					
The undersigned WARRANT that they have the legal right to the Grantee for any damages suffered by Grantee should it late Said lands are free of encumbrances except:	r be proven that the Grantor did	not possess such legal rights.					
IN WITNESS WHEREOF, the undersigned have set their	hands and seals this 21 de	y of 2100, 1986.					
III 1	and the second second						
All - Horyne	Corpor	ation					
Marilem Tru	By: Presic	lent					
- Wungar	Secret						
STATE OF ANA	STATE OF						
COUNTY OF SPOKANE 55.	COUNTY OF	55.					
On this day personally appeared before me	On this day personally	appeared before me					
GLEN TONONE							
MACILYNA TON GUE to be known to be the individual described in and who executed the	to be known to be the Presi						
within foregoing instrument, and acknowledged that THE	of the corporation that executed acknowledge the said instrument to deed of said corporation, for the use	be the free and voluntary act and					
signed the same as THEIR free and	ed; and each on oath stated that the instrument and that the seal affixed poration:	were authorized to execute said					
voluntary act and deed, for the uses and purposes therein mentioned.							
ALS Oas of NOV. 19 86.	GIVEN under my hand	and official seal this					
Maria Mismo	day of	. 19					
Notary Philips 18 and for the State of MA	Notary Public in and for the Stat	e of					
residing at SPOKWE	residing at						

SM-1848

9310200350

VOL. 1502 PAGE 1104
NO CONSIDERATION
FILED OR RECORDED

REQUEST OF SPOKANE COUNTY

Oct 20 | 53 PM '93

EASEMENT AGREEMENT

WILLIAM E. DONAHUE AUDITOR SPOKANE, COUNTY, WASH.

Come now the undersigned, and mutually convey and quit claim for the benefit of the properties set forth on Exhibit "A" the following described easement for purposes of ingress and egress.

An easement 60 feet in width being 30 feet on each side of the following described center lines:

- 1. The north line of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, Washington.
- 2. The west line of the East Half (E-1/2) of the West Half (W-1/2) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, Washington.
- 3. The west line of the East Half (E-1/2) of the East Half (E-1/2) of the Northeast Quarter (NE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, Washington.

The easement created herein shall be appurtenant to the respective properties of the parties identified on Exhibit "A", shall run with the land, and be binding on the parties respective heirs, successors and assigns.

DATED this ____ day of September, 1993.

Control	Control	Control	Carol	E. Brown
Donald Larfield	Carol	E. Brown		
Donald Larfield	Carol	E. Brown		
Donald Larfield	Carol	E. Brown		
Donald Larfield	Carol	E. Brown		
Rodney G. Tongue				
Larry G. Tongue	Teresa Tongue			
Carol	Car			

& E. Suelie Jax Exempl

Spokeste Sounty Trees.

EXHIBIT "A"

LINDA D.LARFIELD PARCEL:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, State of Washington.

CAROL E. BROWN PARCEL:

The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, State of Washington.

RODNEY G. TONGUE PARCEL:

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, State of Washington.

LARRY G. TONGUE PARCEL:

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, State of Washington.

LAUREL D. TONGUE PARCEL:

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M., Spokane County, State of Washington.

GLEN I. TONGUE PARCEL:

The East Half (E1/2) of Section 18, Township 29 North, Range 43 E.W.M, situate in Spokane County, Washington, EXCEPT property as set forth above.

STATE OF WASHINGTON)	
County of Spokane) ss.	
I certify that I know or have satisfactory evid person who appeared before me, and said person acknowledged it to be his free and voluntary act for DATED: 9/25/93	ence that GLEN I. TONGUE, a single person, is the acknowledged that he signed this instrument and the uses and purposes mentioned in the instrument. MAX EGGER
MAX EGGER	Man Em
TO LOGEN	NOTARY PUBLIC in and for the State of
	Washington, residing at
	My Appointment Expires: 4-22-95
MO SAPRIL 2	
STATE OF WASHINGTON	
) ss.	
County of Spokane)	
LARFIELD, husband and wife, are the persons who that they signed this instrument and acknowledged purposes mentioned in the instrument. DATED: 121 Q3 STATE OF WASHINGTON) SS. County of Spokane	widence that LINDA D. LARFIELD and DONALD appeared before me, and said persons acknowledged it to be their free and voluntary act for the uses and NOTARY PUBLIC in and for the State of Washington, residing at
TONGUE, husband and wife, are the persons who	ridence that LARRY G. TONGUE and CHARLENE appeared before me, and said persons acknowledged it to be their free and voluntary act for the uses and
LAX EGGA.	Miss Est
or WASHIE	NOTARY PUBLIC in and for the State of
	Washington, residing at Goille
5 S	My Appointment Expires: 4-22-95

STATE OF WASHINGTON)	
County of Spokane) ss.	
the person who appeared before me, and said person acknowledged it to be his free and voluntary act for DATED: 1	Mean Ear
MAX EGGER	NOTARY PUBLIC in and for the State of Washington, residing at 6/v///4 My Appointment Expires: 4-22-55
STATE OF WASHINGTON	
County of Spokane) ss.	
person who appeared before me, and said perso	dence that CAROL E. BROWN, a single person, is the n acknowledged that she signed this instrument and the uses and purposes mentioned in the instrument.
MAX EGGER	NOTARY PUBLIC in and for the State of Washington, residing at
STATE OF WASHINGTON AND PUBLISHED	
County of Spokane) ss.	
TONGUE, husband and wife, are the persons wh	evidence that RODNEY G. TONGUE and TERESA o appeared before me, and said persons acknowledged it to be their free and voluntary act for the uses and

MAX EGGER



4113301 Page: 1 of 5 06/19/1997 11:26A Snokane Co. WA

RETURN TO: HENNESSEY, EDWARDS & BOSWELL, P.S. 7307 N. DIVISION, SUITE 301 SPOKANE, WA. 99208

PNT15125 MUTUAL ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT is entered into this 6th day of June, 1997, between GLEN I. TONGUE, a single person, DONALD LARFIELD and LINDA D. LARFIELD, husband and wife, LARRY G. TONGUE and CHARLENE TONGUE, husband and wife, LAUREL D. TONGUE, a single person, cAROLE E. BROWN, a single person and RODNEY G. TONGUE and TERESA TONGUE, husband and wife,

WHEREAS, Glen I. Tongue, a single person, is the current owner of the following described real / property, situated in Spokane County, Washington:

The Eash Half (E1/2) of Section 18, Township 29 North, Range 43 E.W.M. 3 9185 9053

WHEREAS, Donald Larfield and Linda D. Larfield, husband and wife, are the current owners of the following described real property, situated in Spokane County, Washington:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Townwhip 29 North, Range 43 E.W.M. 39/84.905/

WHEREAS, Larry G. Tongue and Charlene Tongue, husband and wife, are the current owners of the following described real property, situated in Spokane County, Washington:

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M. 39134. 9052

WHEREAS, Laurel D. Tongue, a single person, is the current owner of the following described real
✓ property, situated in Spokane County, Washington:

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 42 E.W.M.

WHEREAS, Carol E. Brown, a single person, is the current owner of the following described real property, situated in Spokane County, Washington:

The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M.

WHEREAS, Rodney G. Tongue and Teresa Tongue, husband and wife, are the current owners of the following described real property, situated in Spokane County, Washington:

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 29 North, Range 43 E.W.M. 3 9/84 9050

WHEREAS, there is a private sixty foot roadway, mutually servicing the parcels of all parties and the parties hereto desire to establish agreements relative to the maintenance and upkeep of the same;

NOW, THEREFORE, for themselves, their heirs, successors and assigns, the parties hereto agree and covenant as follows:

The parties hereto agree to mutually maintain and repair that portion of the private roadway which mutually serves their respective parcels, from its beginning to its end, as described in Easement Agreement attached hereto as Exhibit "A". It is agreed that this commonly used section of roadway shall be mutually maintained at the equal expense of all parties including the filling of churck holes, snow removal and such other repairs needed to reasonably allow reasonable access to all of the parcels of the parties hereto. Any additional repairs shall be made only by express agreement of all parties, specifically agreeing to share equally the costs of such additional repairs or maintenance.

Each of the parties hereto agrees to maintain, at their own expense, his private driveway which only serves his parcel.

Each of the parties agrees to indemnify the other against all liability for injury to himself or damage to his proeprty when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

It is understood that the purpose of this agreement and repair agreement is to maintain the roadway in its current conditions, with improvements to the common portion of the roadway to be undertaken only



4113301 Page: 2 of 5 06/19/1997 11:26A Spokane Co. WA

upon the express consent of the parties hereto.

This agreement shall be binding upon the heirs, successors and assigns of the parties, and shall run with the land.

Dated this 6th day of June, 1997.

Slen Longue

Glen I. Tongue

Laurel D. Tongue

Laurel D. Tongue

Laurel D. Tongue

Carol E. Brown

Donald Larfield

Rodney G. Tongue

Teresa Tongue

Manna Manna

Teresa Tongue

Manna

Manna

Teresa Tongue

Manna

Manna

Manna

Teresa Tongue

Manna



STATE OF WASHINGTON)
) 355.
County of Spokane)

On this day personally appeared before me LAUREL D. TONGUE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed and sealed 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 _ q day of June, 1997.

NOTARY PUBLIC in and for the State of Washington, 5.5.01.



STATE OF WASHINGTON)

(State of Spokane)

On this day personally appeared before me LARRY D. TONGUE and CHARLENE TONGUE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SIVEN under my hand and official seal this 9 day of June, 1997.

NOTARY PUBLIC in and for the State of Washington, residing at Solane. My appointment expires 5.05.01.





4113301 Page: 4 of 5 06/19/1997 11:26A

STATE OF WASHINGTON

County of Spokane

On this day personally appeared before me CAROL E. BROWN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed and sealed 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 9 day of June, 1997.

NOTARY PUBLIC in and for the State of Washington, 5.5.01
residing at Spokani. My appointment expires 5.5.01

20 V

STATE OF WASHINGTON

County of Spokane

On this day personally appeared before me RODNEY G. TONGUE and TEREGA TONGUE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my band and official seal this $\frac{9}{2}$ day of June, 1997.





STATE OF WASHINGTON)
County of Spokane)
On this day personally appeared before me GLEN I. TONGUE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.
NOTARY PUBLIC in and for the State of Washington, 5.05.01.
STATE OF MASHINGTON
STATE OF WASHINGTON) State
On this day personally appeared before me DONALD LARFIELD and LINDA D. LARFIELD, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed 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 day of June, 1997.
NOTARY PUBLIC in and for the State of Washington, residing at My appointment expires

10/26/2018 10:07:47 AM 67!
Recording Fee \$101.00 Page 1 of 3
Right Of Way Easement INLAND, POWER & LIGHT CO
Spokane County Washington

Spokane County Treas.

By 5 FB





Return Address: Inland Power & Light Co. PO Box A **Spokane WA 99219-5000**

Document Title(s) (or transactions contained therein): (all areas applications)	able to your document must be filled
in)	
1. RIGHT OF WAY EASEMENT 2.	
4 .	
Reference Number(s) of Documents assigned or released:	
N/A	
Additional reference #'s on page of document	
Grantor(s) (Last name, first name, initials)	
1. Tongue, Glen I.	
2. Tongue, Marilyn M.	
Additional names on page of document.	
Grantee(s) (Last name first, then first name and initials)	
1. INLAND POWER & LIGHT CO.	
2.	
Additional names on page	
Additional names on page of document.	
Legal description (abbreviated: i.e. lot, block, plat or section, township	in range)
The East half of Section 18, Township 29N, Range 43EWM. Excluding Co	ounty Roads
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account Number	Assessor Tax # not yet assigned
39181.9617, 9043, 9045, 9046, 9054, 9055, 9057, 9059, 9058, 9060 and 39	9184.9049, 9050, 9051, 9052,
9048, 9061, 9062, 9063	
The Auditor/Decoder : 11 1 1 1 1 C	
The Auditor/Recorder will rely on the information provided on the form.	Γhe staff will not read the
document to verify the accuracy or completeness of the indexing information below ONLY if your document is Non-Standard	on provided herein.
requesting an emergency nonstandard recording for an additional fee of \$50 as provided in t	DCW 26 19 010 1 1 1 1
cessing requirements may cover up or otherwise obscure some part of the text of the original of	document.
	Signature of Requesting Pa
	R. E. Excise Tax Exempt

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (whether one or

	more) Glen I Tongue and Marilynn M Tongue (husband and wife)
	for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto INLAND POWER & LIGHT CO., a cooperative corporation, organized and existing under the laws of the State of Washington, and to its successors or assigns, the right to en-
	ter upon the lands of the undersigned, situated in the County of Spokane
	State of Washington, and more particularly described as follows:
All in	The East $\frac{1}{2}$ of Section 18, Township 29N. , Range 43E.W.M. Excluding county roads , Spokane County, State of Washington
	and to construct, operate and maintain, and to reconstruct, rephase, alter, repair and energize,
	under, on, and/or above the above-described lands and/or in, under or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut, trim or chemically treat trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to chemically spray or cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.
,	The undersigned covenant that they are the owners of said lands and same are free of encumbrances, except: Suying on Contract Thom lands and same are free of encumbrances, except: Suying on Contract Thom
	IN WITNESS WHEREOF, the undersigned have set their hands and seals this 12 th
	day of September , 1974.
	Alla f longue
	Jarilyan The Songue
;	STATE OF WASHINGTON
	ss.
•	County of Spokane)
3	On this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Glen I Tongue and Marilynn M Tongue
_	(husband and wife)
]	knowledged that they signed and sealed the same as their free and voluntary act and dead for the uses and purposes therein mentioned.
	Given and and official seal this 12th day of Suptember, 1974.
/	Ethel D adams

REL

residing at <u>Spakane</u> Wash

Notary Public in and for the State of Washington

IP&L Co. 3-19-71

Individual Form M.J.J. SUBORDINATION AGREEMENT RE RIGHT-OF-WAY EASEMENT

The undersigned being the Seller, Purchaser, Mortgagor, Mortgagee (strike out the inapplicable words) referred to in the RIGHT-OF-WAY EASEMENT to which this SUBORDINATION AGREEMENT is attached states that he, she, they, it (strike out the inapplicable words) have read the foregoing RIGHT-OF-WAY EASEMENT and hereby release any interest which the undersigned holds in the property therein described to the extent, but only to the extent, necessary to subordinate that interest to the easement therein granted.

			re set their hand(s) and seal(s) this' 11th
day of	September	, 19 74.	VEDDA Slevik
			2 states of the states
			x Irene B. Jenicke
STATE O	F WASHINGTON)	
		: SS.	
County of	f Spokane)	
l, 1 19 <u>74</u> , pe	the undersigned, a l ersonally appeared b	Notary Public, do here before me <u>Eldon S.</u>	by certify that on this 11th day of September Jenicke and Irene B. Jenicke
acknowle	dged that they	dual(s) described in and signed the same as ses therein mentioned.	who executed the within instrument, and their free and voluntary act and
@#!			
3 40	ven under my hand o	and official seal the day	and year in the certificate above written.
0 1155101	N Etalling		Jam a Strong
> S NOT	ARY Sign		Notary Public in and for the State of
S O PUI	BLIC X 5		Washington, residing at Spokane .
7,60	O. P. HILLIAM		
Million	AV2".		

IP&L Co. 3-19-71

REL

PARCEL "A"

NORTH 800.75 FEET OF E 1/2 OF W 1/2 OF NE 1/4 OF NE 1/4 OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 43 EMA, EXCEPT ROAD. PARCEL."B"

NORTH GOLD, FEET OF W 1/2 OF W 1/2 OF NE 1/4 OF NE 1/4 OF SECTION 18, TOWNSHIP 29 NORTH, RANGE 43 EWA, EXCEPT ROAD, APN: 39181.9041

PARCEL "C"
SOUTH 358.06 FEET OF NORTH 1158.81 FEET OF W 1/2 OF NE 1/4
OF NE 1/4 OF SECTION 18,TOWNSHIP 29 NORTH, RANGE 43 EWM.

PARCEL "D"

SOUTH 345.74 FEET OF NORTH 1504.55 FEET OF W 1/2 OF E 1/2

OF NE 1/4 OF SECTION 18,TOWNSHIP 29 NORTH, RANGE 43 EWA.

PARCEL "E"
SOUTH 346.26 FEET OF NORTH 1501.78 FEET OF E 1/2 OF E 1/2 OF NE 1/4 OF SECTION 18,TOWNSHIP 29 NORTH, RANGE 43 EWM.

PARCEL "F"

SOUTH 334.56 FEET OF NORTH 1836.34 FEET OF E 1/2 OF E 1/2 OF NORTH, RANGE 43 EWM.

PARCEL "6"

THE SOUTH 3A-07 FEET OF THE NORTH 1,838.62 FEET OF THE WEST
HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, SECTION 18,
TOWNSHIP 29 NORTH, RANGE 43 EWA;

PAROEL "
SOUTH 323.46 FEET OF NORTH 2159.8 FEET OF E 1/2 OF E 1/2 OF SECTION 18, TOWNSHIP 29 NORTH, RANGE 43 EWM. PARCE. "H"

SOUTH 322.98 FEET OF NORTH 2161.60 FEET OF W 1/2 OF E 1/2 OF
NE 1/4 OF SECTION 18.TOWNSHIP 29 NORTH, RANGE 43 EWM.

PARCEL. "J"

SOUTH 477.06 FEET OF E 1/2 OF SE 1/4 OF NE 1/4 OF SECTION
18, TOWNSHIP 29 NORTH, RANGE 43 EWAI.

PARCEL "K"

SOUTH 473.03 FEET OF W 1/2 OF SE 1/4 OF NE 1/4 OF SECTION
18, TOWNSHIP 29 NORTH, RANGE 43 EWM.

BASIS OF BEARINGS:

WASHINGTON STATE PLANE ZONE NORTH

EQUIPMENT AND PROCEDURES NOTE:

THIS SURVEY PERFORMED IN NOVEMBER, 2019 BY STANDARD FIELD TRANSPER METHORS, USING A LEDA OS 16 965, DER WAS 1822-1320-069, FIELD TRANSFER PROCEDURES FOR LAND BOUNDARY SURVEYS WERE LINEED AND THE STANDARDS SET FORTH THEREIN WERE MET OR EXCEEDED.

REFERENCED SURVEYS:

R1) SHORT PLAT NO. 78040, BOOK 1, PAGE(S) 62-63, OFFICIAL RECORDS OF SPOKANE COUNTY

R2) RECORD OF SURVEY, BOOK 120, PAGE 24, OFFICIAL RECORDS OF SPOKANE COUNTY

OCCUPATIONAL INDICATORS:

HIS SURVEY HAS DEPICTED EXSTING OCCUPATIONAL MUDICATIONS IN ACCROMANCE WITH MACE, X23-130-960. HEES OCCUPATIONAL MUCKINGS HOW NIGHTER A POTENTIAL FOR CLAMIS OF UNWRITTEN TILL OWNETSHIP. HILE CLAMA ESUADUTION OF OWNETSHIP DATED UPON UNWRITTEN TILE CLAMAS HAS NOT BEEN RESOLVED BY THIS BOUNDARY SURVEY.

SURVEYORS CERTIFICATE:

THIS HAP CORRECTLY REPRESENTS A SUPPLY HADE
BY HE OR HUGES HY DIRECTION IN CONTROMANDE
HITH THE REQUESTION OF THE SURVEY RECORDING
ACT, AT THE PROJECTION OF THE SURVEY RECORDING
HOW L. HOLT, P.L.S. CERTIFICATE NO. 37549





(IN FEET) 1 inch = 250 ft.

SEC

ž.

PAGE

WN BY: BPO DATE: 11/14/2019

DEER PARK, SPOKANE COUNTY, WASHINGTON A PORTION OF THE E 1/2 AND OF THE NE 1/4 OF SECTION 18

FOWNSHIP 29 NORTH, RANGE 43 EAST, W.M.

RECORD OF SURVEY

PAGE 1 OF 1

HOLT SURVEYING AND MAPPING, INC.
TAPIO OFFICE CENTER, 104 S. FREYA BLUE FLAG BUILDING
SUITE 104A, SPOKAME, WA 99202
(509) 222-0468 richholtsurveying@gmail.com

19081 ON BOL 8CALE: 1" == 250' GRAPHIC SCALE

RECORD 9 SURVEY

A PORTION OF THE E 1/2 AND OF THE NE 1/4 OF SECTION 18
TOWNSHIP 29 NORTH, RANGE 43 EAST, W.M.
DEECH PARK, SPOKANE COUNTY, WASHINGTON

SPOKANE COUNTY AUDITOR

179/73

