

#### WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027502 **Liability:** \$ 469,300.00 **Fee:** \$ 1,360.00

**Order No.:** 25-40773-VTE **Dated:** August 15, 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**

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

TEXAS

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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.

Page 2 of 2 for Policy Number: G-6328-000027502 Agent ID: 470144

#### LITIGATION GUARANTEE

# Issued by STEWART TITLE GUARANTY COMPANY

a corporation, herein called the Company

#### **SCHEDULE A**

Guarantee No.:

Premium: \$1,360.00

Sales Tax: \$123.76

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40773-VTE Date of Guarantee: August 15, 2025 Amount of Liability: \$469,300.00

Total: \$1483.76

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: Shannon Conklin, as a separate estate
- 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: 25-40773-VTE Guarantee No.:

#### GENERAL EXCEPTIONS FROM COVERAGE

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -Requirements are met.
- 2. Taxes or assessments which are not shown as existing liens by the record of any taxing authority that levies taxes or assessments on real property or by the Public Records.
- 3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
- 5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Record.
- 6. (A.) Unpatented mining claims; (B.) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C.) water rights, claims or title to water; whether or not the matters excepted under (A), (B) & (C) are shown in the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- 7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- 9. General and Special Taxes and any Assessments. No search has been made thereof.
- 10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane and the City of Airway Heights.
- 11. Liens and Assessments of The City of Spokane Valley.
- 12. Liens and Assessments of Spokane County Water District No. 3.
- 13. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
- 14. Judgment:

Against: Shannon K Conklin In Favor Of: Bonded Adjustment

Amount: \$3,514.96 Filed: November 12, 2019 Case No.: 19204839-32 Attorney: Timothy Durkop

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

15. Lien:

Claimed By: Spokane County Environmental Services

Against: Shannon Conklin Amount: \$1,335.16

Recorded: February 18, 2020

Recording No.: 6893258 in the official records

16. 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

- 17. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
- 18. If the herein described property consists of the dwelling in which the owner resides, such premises cannot be conveyed or encumbered unless the instrument is executed and acknowledged by both spouses/domestic partners, if said owner is a married person/registered domestic partner, pursuant to RCW 6.13.

If the owner is unmarried the forthcoming instrument should so recite.

19. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions 42 USC 3604 (C), and any amendments thereto:

Recorded: October 17, 1983

Recording No.: 8310170026 in the official records

Amendment and/or modification by instrument:

Recorded: January 10, 1984

Recording No.: 8401100113 in the official records

Amendment and/or modification by instrument:

Recorded: January 9, 1987

Recording No.: 8701090229 in the official records

20. Easement and the terms and conditions thereof: Grantee: The Washington Water Power Company

Purpose: Electric transmission Recorded July 15, 1964

Recording No.: 33180C in the official records

21. Easement and the terms and conditions thereof:

Grantee: KZUN, Inc. Purpose: Ground wires Recorded September 6, 1967

Recording No.: 317143C in the official records

22. Easement and the terms and conditions thereof:

Grantee: The Washington Water Company Purpose: Electrical distribution line

Recorded April 15, 1968

Recording No.: 357052C in the official records

23. Septic Tank/Sewer Waiver Agreement and the terms and conditions thereof:

Recorded: April 30, 1986

Recording No.: 8604300349 in the official records

24. Restrictions, easements, dedications and delineated matters contained on the face of the Plat of Forest Meadows 2nd Addition in the <u>official records</u> as recorded in Volume 16 of Plats, Page(s) 90, and any amendments thereto.

**End of Special Exception** 

Order Number: 25-40773-VTE Guarantee No.:

#### INFORMATIONAL NOTES

- 1. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorded or additional fees being charged, subject to the Auditor's discretion.
- 2. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and Vista Title expressly disclaims any liability which may result from reliance upon it.
- 3. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured. Lot 10 in Block 1 of Forest Meadows 2nd Addition
- 4. In the last 36 months the following documents that affect title to the herein described property have been recorded: NONE

The Vestee(s) herein acquired title by Deed recorded February 14, 2017, under Recording No. 6578823 in the official records.

The record discloses no conveyances of the property herein described since said deed.

- 5. THIS PROPERTY MAY BE SUBJECT TO A CHARGE BY SPOKANE COUNTY FOR SEWER CONSTRUCTION, REFERRED TO AS A CAPITAL FACILITIES RATE (CFR). THIS CHARGE IS IN ADDITION TO THE MONTHLY CHARGE FOR SEWER SERVICES. PLEASE CONTACT THE DIVISION OF UTILITIES BILLING SECTION FOR INFORMATION (509) 477-3604.
- 6. 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:

Spokane County Environmental Services 1026 W Broadway Ave Spokane, WA 99260

Timothy W Durkop 2906 N Argonne Road Spokane Valley, WA 99212-2235

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: 25-40773-VTE Guarantee No.:

#### **PROPERTY DESCRIPTION:**

Lot 10 in Block 1 of Forest Meadows 2nd Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 90, records of Spokane County, Washington.

Situate in the City of Spokane Valley, County of Spokane, State of Washington.

6578823 02/14/2017 09:07:45 AM

After recording return to:

Shannon Conklin
11310 East 42<sup>nd</sup> Court
Spokane Valley, WA 99206

Rec Fee: \$76.00 Page 1 of 4
Warranty Deed SIMPLIFILE LC E-RECORDING
Spokane County Washington eRecorded

Reference: 00079678- -558- -GE2

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) Matthew H. Poorman and Cynthia Ortega, husband and wife,

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration

in hand paid, conveys and warrants to Shannon Conklin, an unmarried person

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

See Exhibit A attached hereto and made a part hereof.

Abbreviated Legal: Lot 10, Block 1 in FOREST MEADOW SECOND ADDITION

Tax Parcel Number(s): 45333.1510, , ,

Subject to: Those items specifically set forth on Exhibit "B" attached hereto.

Statutory Warranty Deed

LPB-10-05 (ltr) (1/06)

#### **Inland Professional Title, LLC**

#### 6578823 Page 2 of 4 02/14/2017 09:07:45 AM

| Dated: February 9, 2017  |   |
|--|---|
| Matthew H. Poorman Date  | Cynthia Ortega Z/10/17 Date   |
| State of <u>Washington</u> County of <u>Spokane</u>  | S:  |
| On this 10th day of 10th Correction Matthew H. Poorman and Cynthia Ortega to who executed the within and foregoing instrumed as their free and voluntary act and deed for the Given under my hand and official seal the day and the day an | me known to be the individuas described in and<br>nt, and acknowledged that <b>they</b> signed the same<br>uses and purposes therein mentioned. |
| Notary Public in and for the State of <u>Washington</u> . Residing at <u>Spokane</u> . My Appointment expires: <u> うとしなし</u>   | GRETA EBRECHT NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES FEBRUARY 08, 2020   |

Reference: Statutory Warranty Deed 00079678 558 GE2

#### 6578823 Page 3 of 4 02/14/2017 09:07:45 AM

#### Exhibit A

Lot 10 in Block 1 of FOREST MEADOW SECOND ADDITION, as per plat thereof recorded in Volume 16 of Plats, page 90;

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

#### EXHIBIT B

ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE PLAT OF FOREST MEADOW SECOND ADDITION, AS RECORDED IN VOLUME 16, PAGE 90.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE

AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED IN SCHEDULE A.

COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT RECORDED ON OCTOBER

17, 1983, UNDER RECORDING NO. 8310170026 AND AMENDED ON JANUARY 10, 1984 AND JANUARY

9, 1987 UNDER RECORDING NUMBERS 84011000113 AND 8701090229 BUT OMITTING COVENANTS

OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: THE WASHINGTON WATER POWER COMPANY

PURPOSE: ELECTRIC DISTRIBUTION LINE WITH RIGHT TO PLACE 1 POLE, 2

ANCHORS, TOGETHER WITH RIGHT OF OVERHANG ON DESCRIBED PROPERTY, AND TOGETHER WITH RIGHT TO INSPECT SAID LINE

AFFECTS: ALL OF SAID SUBDIVISION RECORD

DATED: MARCH 6, 1968 RECORDED: APRIL 16, 1968 RECORDING NO.: 357052C

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: THE WASHINGTON WATER POWER COMPANY

PURPOSE: ELECTRIC TRANSMISSION LINE AND TELEPHONE SYSTEM WITH RIGHT TO

PLACE 3 POLES, TOGETHER WITH RIGHT OF OVERHANG ON ELY PORTION OF SAID PROPERTY, AND RIGHT TO INSPECT SAID LINE AND TO REMOVE

**BRUSH AND TREES** 

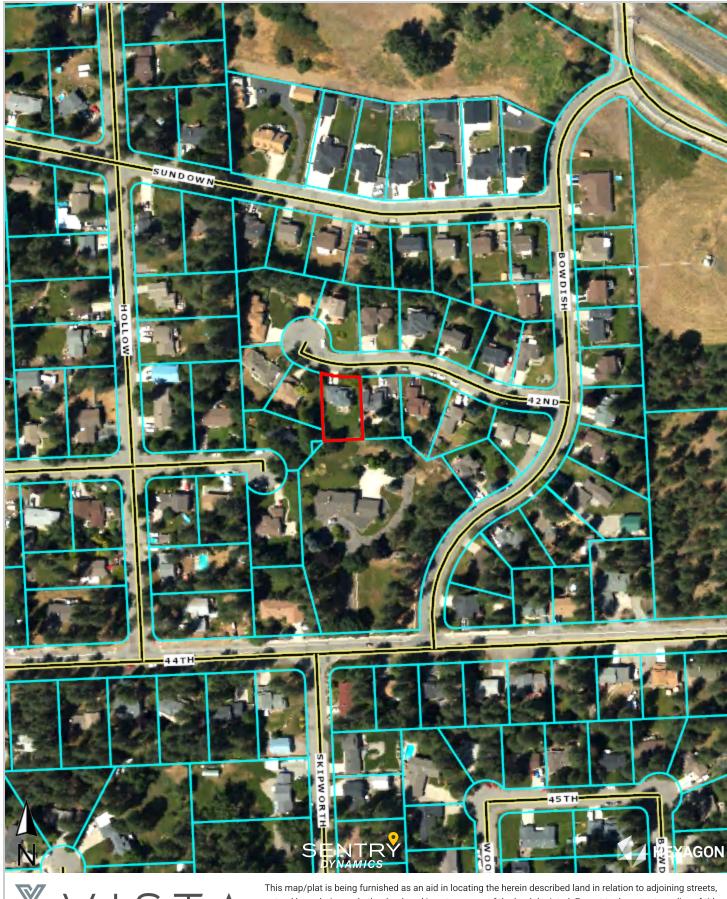
AFFECTS: ALL OF SAID SUBDIVISION

DATED: JULY 1, 1964 RECORDED: JULY 15, 1964 RECORDING NO.: 33180C

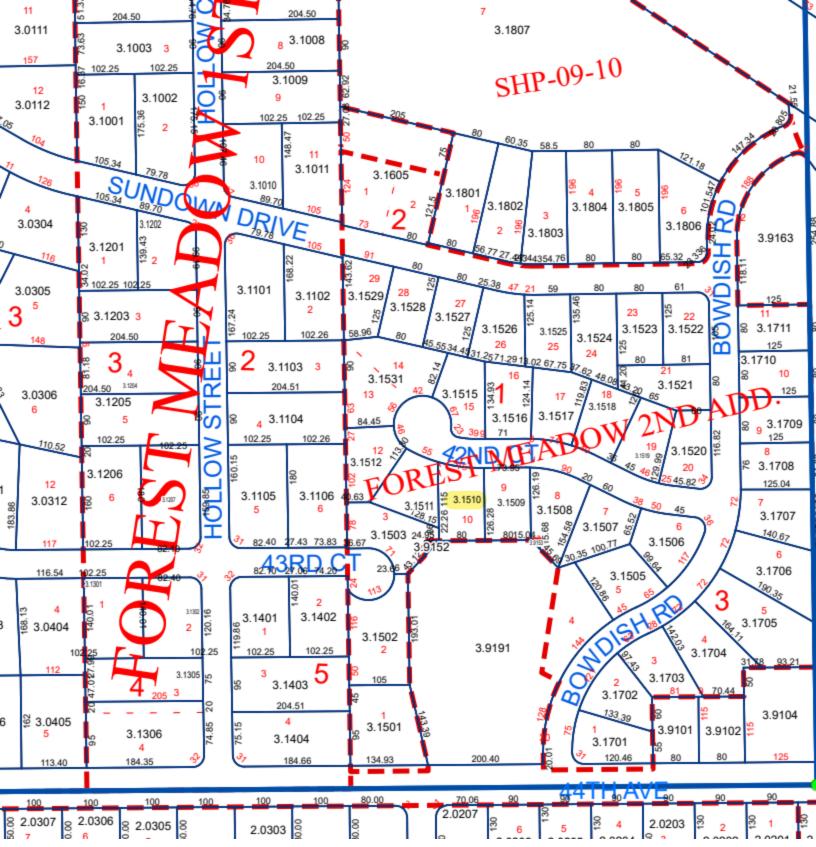
AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

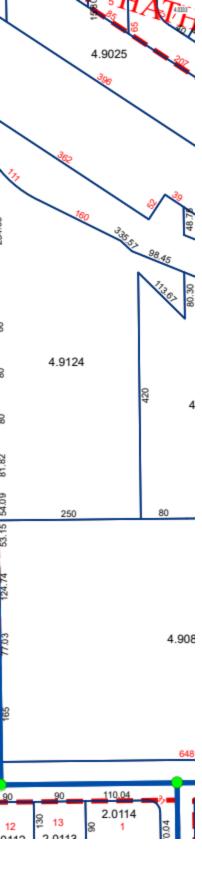
BETWEEN: SPOKANE COUNTY HEALTH DISTRICT

AND: WOLFLAND CO.
DATED: APRIL 30, 1986
RECORDED: APRIL 30, 1986
RECORDING NO.: 8604300349
REGARDING: SEPTIC TANK/SEWER



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





# DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Forrest Meadows Second Addition, a Joint Venture and Bancshares Mortgage Company have caused to be platted into lots, blocks and streets the land shown hereon as "FOREST MEADOW SECOND ADDITION" and described as follows:

That portion of the E 1/2 of SW 1/4 of Section 33, T.25 N., R.44 E.W.M. in Spokane County, Washington described as follows:

Commencing at the SE Corner of said SW 1/4; thence N  $89^{\circ}54'00"$ W, along the South line of said SW 1/4a distance of 810.75 feet to the East line of FOREST MEADOW lst ADDITION, as recorded in Volume  $\,\,$  12 of plats, page 63 in Spokane County, Washington; thence N 00°19'42"W, along said East line, a distance of 30.00 feet to the True Point of Beginning; thence continuing N 00°19'42"W a distance of 1079.09 feet; thence S 76°24'00"E a distance of 183.56 feet; thence S13°36'00"W a distance of 125.00 feet; thence S76°24'00"E a distance of 136.70 feet to the beginning of a curve concave to the North with a radius of 229.742 and a central angle of 13°54'42"; thence Easterly, along the arc, a distance of 55.78 feet to the end of curve; thence N 89°41'18"E a distance of 280.00 feet to the beginning of a curve concave to the Northwest with a radius of 20.00 feet and a central angle of 90°00'00"; thence Northeasterly, along the arc, a distance of 31.42 feet to the end of curve; thence N 00°18'42"W a distance of 24.11 feet to the beginning of a curve concave to the Southeast with a radius of 203.863 feet and a central angle of 69°58'27"; thence Northeasterly, along the arc, a distance of 248.97 feet to a point of reverse curvature of a curve concave to the Northwest with a radius of 20.00 feet, a radial bearing of S 20°20'15"E and a central angle of 78°06'58"; thence Northeasterly, along the arc, a distance of 27.27 feet to Westerly right of way of Sands Road and a point on a curve concave to the Northeast with a radius of 198.52 feet, a radial bearing of S 81°32'47"W and a central angle of 23°46'04"; thence Southeasterly, along the arc and said R/W, a distance of 82.35 feet to the East line of said SW 1/4 and the beginning of a curve concave to the Southwest with a radius of 20.00 feet, a radial bearing of N 57°46'43"E and a central angle of 78°06'58"; thence Westerly, along the arc, a distance of 27.27 feet to a point on a curve concave to the Southeast with a radius of 153.863 feet, a radial bearing of N 20°20'15"W and a central angle of 69°58'27"; thence Southwesterly, along the arc, a distance of 187.91 feet to the end of curve; thence S 00°18'42"E a distance of 118.11 feet; thence N 89°41'18"E a distance of 125.00 feet to the East line of said SW 1/4; thence S 00°18'42"E, along said East line, a distance of 630.83 feet to the Northeast corner of the South 205.00 feet of said SW 1/4; thence N 89°54'00"W, parallel with the S line of said SW 1/4, a distance of 125.00 feet; thence S 00°18'42"E, parallel with the E line of said SW 1/4, a distance of 50.00 feet; thence N 89°54'00"W, parallel with said South line, a distance of 160.00 feet; thence S 00°18'42"E, parallel with said East line, a distance of 125.00 feet to the North R/W of 44 th Avenue; thence N  $89^{\circ}54'00''W$ , along said North line, a distance of 190.80 feet to the West line of the East 475.80 feet of said SW 1/4; thence N 00°18'42"W, along said West line, a distance of 30.00 feet; thence S 89°54'00"E a distance of 0.49 feet to the beginning of a curve concave to the Southeast with a radius of 275.00 feet, a radial bearing of S 89°54'00"E and a central angle of 26°41'08"; thence Northeasterly along the arc, a distance of 128.08 feet; thence N 63°12'52"W, on the projection of a radial line, a distance of 34.45 feet to the West line of said East 475.80 feet; thence N 09°30'14"E a distance of 185.00 feet; thence N 43°57'26"W a distance of 45.69 feet to the West line of said East 475.80 feet; thence N 00°18'42"W, along said West line, a distance of 15.68 feet to the North line of the South 430.00 feet of said SW 1/4; thence N 89°54'00"W, along said North line, a distance of 200.01 feet to the West line of the East 675.80 feet of said SW 1/4; thence S 00°18'42"E, along said West line, a distance of 25.86 feet; thence S 43°51'22"W a distance of 43.12 feet; thence S 00°19'42"E a distance of 193.01 feet; thence S 12°22'58"E a distance of 143.39 feet to the West line of said East 675.80 feet; thence S 00°18'42"E, along said West line, a distance of 10.00 feet to the North R/W line of Said 44th Avenue; thence N 89°54'00"W a distance of 134.94 feet to the True P.O.B.

No more than one dwelling structure shall be placed on any one lot, nor shall any lot be further subdivided for the purpose of creating additional lots or building sites without filing a replat. A public water system as approved by County and State Health Authorities, the local fire district, and the water supplier (purveyor) will be installed within this Plat, and the subdivider will provide for individual domestic water service as well as fire protection to each lot prior to sale of each lot.

Use of private wells and water systems is prohibited.

forever at such time as adjacent property is platted.

The owner, his heirs and successors shall join and participate in any petition or resolution which purpose is the formation of a Utility Local Improvement District (ULID) pursuant to RCW Chapter 36.94, as amended.

The owner, his heirs and successors shall further agree not to oppose or protest any legal assessments for any Utility Local Improvement District (ULID) established pursuant to RCW Chapter 36.94, as amended.

The owners, heirs, and assigns agree not to protest an LID which would connect subject development

into any planned wastewater system as may be deemed necessary via the implementation of a Wastewater Management plan for the area.

Lot 30, Block 1;Lot 3, Block 2; Lot 2, Block 3 as shown hereon, are dedicated to Spokane County to be deeded for road purposes

The platter does hereby dedicate forever the streets shown hereon for public road purposes.

Each new dwelling unit shall be double plumbed for connection to future area-wide collection

The Owners, Grantees and Assigns of Lot 22, Block 1, and Lots 6-11, Block 3, are aware of and do not protest the proximity of the KZUN Radio Tower or the radial antennas extending onto the property.

The lots within 400 feet of the KZUN Radio Tower may contain underground antenna cables which may

require relocation prior to construction on those identified lots.

Floors including basement floors shall not be constructed below elevation 2010 on Spokane County datum within the lots of this plat as required by the National Flood Insurance program.

The owners of lots 13,14, and 29 Block 1 shall be held responsible for obstructing, artificially

The property owner or his representative shall inform each succeeding ourchaser of all

collecting or discharging, the natural or man made drainage flow across or adjacent to their

CURVE "F" CURVE "E" CURVE "D"  $\Delta = 29^{14}30^{-1}$ △ = 26°42'17"  $\Delta = 19^{\circ}33'12"$ R = 230.00R = 232.14R = 231.72T = 60.00T = 55.0040.00 L = 108.00CURVE "H"  $\triangle = 63^{\circ}33'00"$  $\Delta = 13^{\circ}54'42''$ R = 168.52T = 104.3931.08 L = 186.91LEGEND MON. & CORNERS FOUND (AS NOTED) CORNERS SET 1/2" REBAR CAP 706 SPOKANE COUNTY STANDARD MONUMENT SUBDIVISION BOUNDARY BASIS OF BEARING The bearing of S 89°54'00"E along 44th Avenue, as per Forest Meadow 1st Addition, was used as the basis of bearing for this plat. LOT THESE AREAS WERE ROUNDED DOWN TO THE NEAREST 5 SQ.FT. 16,795 sq.ft. 17,240 sq.ft. 12,145 sg.ft. 13,305 sq.ft. 11,415 sq.ft. 11,100 sq.ft. 10,895 sq.ft. 11,715 sq.ft. 10,100 sq.ft. 10,370 sg.ft. 10,100 sq.ft. 10,245 sq.ft. 10,125 sq.ft. 10,665 sq.ft. 10,140 sq.ft. 10,565 sq.ft. 10,775 sq.ft. 10,065 sq.ft. 10,010 sq.ft.

10,165 sq.ft.

10,920 sq.ft.

10,035 sq.ft.

10,000 sq.ft.

12,065 sq.ft.

10,395 sq.ft.

10,855 sq.ft.

10,000 sq.ft.

10,000 sq.ft.

10,085 sq.ft.

11,005 sq.ft.

10,000 sq.ft.

CURVE "C"

 $\Delta = 69°58'27"$ 

R = 178.86

T = 125.18

L = 218.44

CURVE DATA

 $\Delta = 66^{\circ}27'40"$ 

R = 250.00

T = 163.79

L = 289.99

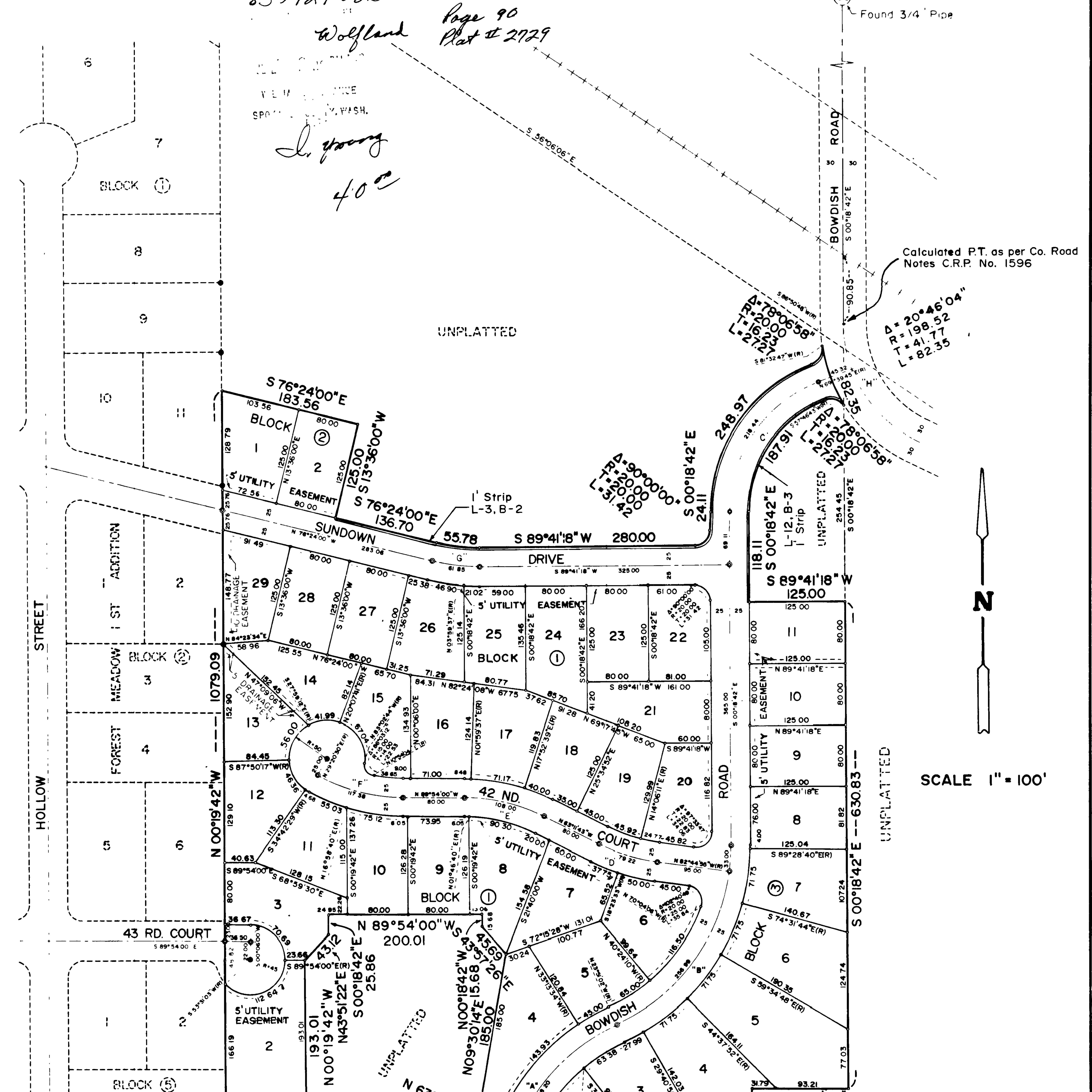
CURVE "A"

\$ = 66°02'58"

R = 250.00

T = 162.51

L = 288.20



Plat Back 16

# **Parcel Information**



Data As Of: 8/23/2025

Parcel Number: 45333.1510 Site Address: 11310 E 42ND CT

#### Parcel Image







Taxpayer Name: CONKLIN, SHANNON

Address: 11310 E 42ND CT, SPOKANE, WA, 99206

Owner Name: CONKLIN, SHANNON
Address: 11310 E 42ND CT, SPOKANE, WA, 99206

Site Address

| Parcel Type | Site Address    | City    | Land Size | Size Desc.  | Description    | Tax Year | Tax Code Area | Status |
|-------------|-----------------|---------|-----------|-------------|----------------|----------|---------------|--------|
| R           | 11310 E 42ND CT | SPOKANE | 10542     | Square Feet | 11 Single Unit | 2025     | 0144          | Active |

#### **Assessor Description**

FOREST MEADOWS 2ND ADD LT 10 BLK 1

#### **Appraisal**

| Parcel Class   | Appraiser | Neighborhood Code | Neighborhood Name | Neighborhood Desc    | Appraiser Name | Appraiser Phone |
|----------------|-----------|-------------------|-------------------|----------------------|----------------|-----------------|
| 11 Single Unit | 160       | 724514            | FSTMW             | PLAT - FOREST MEADOW | Jennifer       | (509) 477-5918  |

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     | 484,100 | 484,100      | 100,000 | 384,100            | 0                | 0              |
| 2025     | 469,300 | 469,300      | 95,000  | 374,300            | 0                | 0              |
| 2024     | 456,700 | 456,700      | 95,000  | 361,700            | 0                | 0              |
| 2023     | 382,400 | 382,400      | 85,000  | 297,400            | 0                | 0              |
| 2022     | 303,400 | 303,400      | 65,000  | 238,400            | 0                | 0              |

#### Characteristics

| Dwelling/<br>Structure | Year<br>Built | Gross<br>Living Area Size | Тур    | e House Type              | Roof Materia     | al Heat                | Cool           | Bedroom <sup>*</sup> | Half<br>Bath* | Full<br>Bath* |
|------------------------|---------------|---------------------------|--------|---------------------------|------------------|------------------------|----------------|----------------------|---------------|---------------|
| Dwelling               | 1986          | 1,516                     | NA SF  | 67 2 Story+ 1500-<br>1799 | Comp sh<br>heavy | Forced hot air-<br>gas | Central<br>air | 3                    | 1             | 2             |
| Attached Garage        | 0             | NA                        | 528 SF |                           |                  |                        |                | 0                    | 0             | 0             |

#### \* - Room counts reflect above grade rooms only.

| Residential Sq Ft Breakdown | Sq Ft | Extension |
|-----------------------------|-------|-----------|
| Basement                    | 748   | R01       |

| Residential Sq Ft Breakdown         | Sq Ft           | Extension |  |
|-------------------------------------|-----------------|-----------|--|
| 1st Floor                           | 748             | R01       |  |
| 2nd Floor                           | 768             | R01       |  |
| Features / Structure                | Main Floor Size | Size Type |  |
| DWELL - Upper Roof Extension Canopy | 276             | SF        |  |
| DWELL - Wood Deck                   | 216             | SF        |  |
| DWELL - Wood Deck                   | 276             | SF        |  |

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

| Sales      |            |                         |               |            |
|------------|------------|-------------------------|---------------|------------|
| Sale Date  | Sale Price | Sale Instrument         | Excise Number | Parcel     |
| 02/09/2017 | 240,500.00 | Statutory Warranty Deed | 201701742     | 45333.1510 |
| 06/26/2015 | 217,000.00 | Warranty Deed           | 201508411     | 45333.1510 |
| 04/13/2001 | 134,500.00 | Statutory Warranty Deed | 200105443     | 45333.1510 |
| 10/27/1993 | 129,700.00 | RESIDENTIAL             |               | 45333.1510 |
| 05/12/1992 | 112,500.00 | NORMAL SALE             |               | 45333.1510 |
| 07/01/1986 | 18,500.00  | LAND ONLY SALE          |               | 45333.1510 |

#### **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).

BOOK 833 PAGE 739

### **331**80C

## RIGHT OF WAY EASEMENT

| Agostino Fir   | rato and Favrette   | Domenica Pivat   | o, husband a   | nd wife   |
|--|---|--|--|---|
|  |   |  | The state of the s |   |
|  | One Hundred and   |  |  |   |
| WATER POWER reconstruct and ma   | COMPANY, a corpora<br>intain an electric trans<br>ctures, to be located<br>County, State of | tion, its successors and<br>mission line and telep<br>over, along and across   | l assigns, the right<br>hone system attack<br>s the following des  | to erect, construct,<br>ied to transmission<br>cribed property in |
| of the East :  | lalf of the Souti   | west Quarter (E  | (ASWE) of Sect   | tion 33 lying   |
| south of the   | 0.W.R. & N. Rail  | Lway Company ria   | int of way, To   | ownship 25  |
| Morth, Range   | 44 E.W.M., Spoke  | me County, Wash  | ington.  |   |
| It is ur   | iderstood and ag  | reed that said e   | asement cover  | rs the right  |
| to place thre  | ee (3) noles, to  | gether with the  | right of ever  | chang, on the   |
| easterly nort  | ion of the above  | described pror   | erty, in the   | location as   |
| now surveyed   | and staked there  | ecr.   |  |   |
| Art 1007 - 10074 - 10074 - 10074 - 10074   |   |  |  |   |
|  |   | entrone of the property of the same and the same of th | ·  |   |
|  |   |  |  |   |
|  | ght to inspect said line  |  | and trees that may   | interfere with the  |
| Witness  | Scel hand at  | is day   | of July  | 1962  |
|  | Seek hand at  | Favrette 1   | Agostino   | Ciroto  |
|  |   |  | <del></del>  | ***   |
|  |   |  |  |   |
| STATE OF Cap County of On this day, being appeared County of Count | lingtons Low fore me, the undersigned stimo ti  | SS. REQUEST C  | glover. Spokan   | RANTEE E COUNTY AUDITOR and state, personally                     |
| to me known to be the  | individual. described   | in and who executed the  | within instrument.   | and acknowledged  |
| /  | signed and sealed the   | same as their  | free and voluntary a   | ct and deed, for the  |
| uses and purposes the  | erein mentioned.<br>hand and official seal th   | is day of .  | Oale   |   |
| Gryen under my   | 1% Excise Tax on Real Estat Sale, Amr Pd S Date 7-15-144 No. MERION L. HUWARD, Co. IT By    | 913 NOTARY PU  | ry CO<br>BLIC in and for the   | liver   |
|  | <u> </u>  |  |  |   |
| J.K.   | FINC DEFE   | ognat. Dept.   | ATTORNE: S   | 037367 64   |

#### BASEMENT ACREEMENT

THIS AGREEMENT, made and entered into this Had day of April, 1965, Domewich Domewich Domewich Domewich Domewich Domewich Domewich PIVATO, husband and wife, hereinafter referred to as GRANTORS, which expression shall include his or her or their heirs, executors, administrators, agents, or assigns where the context so requires or admits and KZUN, INC., hereinafter referred to as GRANTES, which expression includes its licencees, successors, and assigns where the context so requires or admits.

WITNESSETH:

WHEREAS, Grantors are the owners and have title to that certain parcel of real estate near Chester, County of Spokane, State of Washington, more particularly described as follows:

The east eight hundred ten and eight-tenths (810.81) of the east & of the SW# south of the O.W.R. and N. Railroad right of way in Section 33, Township 25, Range 44, EWM, Spokane County, Washington.

and

WHEREAS, Grantee is the owners of that certain parcel of real estate located near Chester, Spokane County, Washington, adjoining and immediately east of Grantors? east property line, more particularly described as follows:

That part of the SW4 of the SE4 of Section 33, Township 25, North, Range 44 E.W.M., in Spokane County, Washington, described as follows:

Beginning at the point on the north and south center line of said Section which point bears northerly 0°04, 460 feet distance from the south quarter section corner of Section 33; running thence south 89047, east 330 feet; thence north 0°04, west 343; thence north 44031, west 470.8; thence south 9°04, east 682.5; to the point of beginning,

and, WHEREAS, Grantee has for the past several years been using and is desirous of continuing to use Grantors? Land described hereinabove for the use and purpose of maintaining installed ground wires for the operation of a radio broadcast station entenna and one guy wire anchor located upon Grantors? property in a line west of the tower and approximately 15? west of the east line of Grantors? property and

WHEREAS, said ground wires are bare copper wires emanating from the base of the antenna each wire being laid underground to a depth of approximately 18" where cultivation is taking place over said wires and to a depth of approximately 10" to 12" in mreas where it is not practical to cultivate.

Said wires are laid like the spokes of a wheel approximately at each three

 degrees from said center for a total of 80 wires each extending approximately 540? at intervals of each three degrees in radial lines for a distance of length of approximately 540° and while said wires are within a few inches of each other at the center, at their radial extremities they are approximately 50° apart and their location is ascertainable by observing the built up furrown which was plowed out when the wires were laid, and

WHEREAS, Grantee has installed said ground wires at a sufficient depth as to not interfere with the cultivation of Grantors? land and whereas Grantors do hereby grant and convey to Grantee, a corporation, its licensees, successors, and assigns, a permanent easement and right of way including perpetual right to enter said real estate of Grantors at any time they may see fit to contract, maintain and repair the underground wires heretofore described together with the right to excavate and refill the furrows or trenches for the maintenance of said wires and the right to remove trees, bushes, undergrowth and other obstructions intereferring with location, maintainence and construction of said underground wires. The easement and right of way hereby granted covers the land within a radius of approximately 540° from the center of the land heretofore described as land owned by Grantee. Grantors do hereby covenant with Grantee that they have good and lawful right to sell and convey Grantors' land above described; that it is free from all encumbrances; and that they will warrant and forever defend the title and quiet possession of this easement against the lawful claims of all persons whomsoever. As a further consideration for the purpose of this easement, Grantors hereby release all claims for damange, for whosever cause, incidental to the exercise of any of the rights herein granted, except damage to growing crops, for which Grantee shall remain liable.

WHEREAS, as a further consideration for the granting of the heretofore described easement by Grantors to Grantee, Grantee grants unto Grantors the sole and exclusive right to use the above described property owned by Grantee for the use and purpose of grazing lifestock thereon to the exclusion of all others including Grantee for the duration of this easement granted by Grantors to Grantee for the purposes therefore mentioned and in connection with this Grantee does hereby covenant with Grantors that it has good and lawful right to sell and convey Grantee's land above described; that it is free from all

encumbrances; that it will warrant and forever defend the title and quiet possession of the easement against the lawful claims of all persons whomsoever. The parties further agree that at any time while this easement agreement is in force should Grantors desire to excavate or build over any of the ground wires that they will give Grantee due notice of their intention to do so and furnish Grantee a sktch of his proposed excavation and/or building so Grantee may remove ground wires that the excavation and/or building interferes with or covers and Grantee will cause said ground wires to be removed and replaced so as not to interfere with Grantors use of their property.

NOWTHEREFORE, in consideration of the use of Grantee's property for grazing purposes and in consideration of a payment of \$115.00 per year on or before the first day of <u>December 1965</u> to Grantees or its licensee, assigns, and successors during the tenure of this easement and grazing rights. This easement shall continue so long as Grantee makes the annual payment as hereinabove provided and keeps the other covenants hereinbefore agreed upon for so many years as Grantee may operate said radio broadcasting station antenna. Grantee agrees that upon its ceasing to use said facilities, it will cause to be recorded a discharge and release of its easement rights at which time Grantors' right of grazing will also terminate.

It is further agreed that in the event Grantee should fail to make the annual payment for a period of thirty (30) days after notice has been given them by Grantors, then and in that event his easement agreement shall terminate and come to an end. In the event that either party shall be required to insitute legal action to enforce the terms of this agreement, then and in that event the prevailing party in addition to costs allowed by statutory law, shall also be allowed reasonable attorney's fees.

 provided that either party may change his place of address by notice to the other party given as herein provided. The mailing and certifying of any such notice, demand or communication as herein provided shall be sufficient service thereof. Service shall be complete when such notice is certified in the United States post office.

Dominica Civato

CERANTOR HUSBAND'S MARK

WITNESSES TO AGOSTINO PIVATE'S MARK

Bus Effet & Symon

Yenn Plrusteif
WITNESS

STATE OF WASHINGTON ) s
County of Spokane )

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

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

STATE OF WASHINGTON)

County of Spokane

3.

I, the undersigned, aNotary Public in and for the above named County and State, do hereby certify that on this /// day of April, 1965, personally appeared before me rawreto Pivate to me known to be the individual described in and who executed the within instrument, and acknowledged 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 the day and year last written.

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

-5-

| IN TESTIMONY WHEREOF, said co<br>signed hereto and its corporate s<br>of April, 1965.   | rporation has<br>eal to be affi   | caused its name to be xed this / / / day   |
|---|---|--|
| Attest:   | K.Z. J. N.  | ! / N/C  |
| Cithin A. Markeling BY  | Halen   | the Swarts   |
|   |   |  |
| As itsSecretary   | As its  | President.   |
| STATE OF WASHINGTON)  | •   |  |
| County of Spokane   |   | $(n_{ij})_{i \in I} = 1$   |
| on this HK day of April and for the above named sounty and  | , 1965, before<br>d State, person   | me, a Notary Public in hally appeared  |
| to me known to be the President a corporation that executed the with acknowledged the said instrument deed of said corporation, for the and each on eath stated that he wand that the seal affixed is the | J.  nd Secretary r  hin and forego,  to be the free  uses and purp  as authorized | espectively of the ing instrument, and and voluntary act and cases therein mentioned, to execute said instrument |
| IN WITHISS WHEREOF, I have hereum day and year first above written.   | Cuc/<br>Rotary Public   | and official seal the  A   |

FILED FOR RECORD SEP 6 1967 AT 4:15 P.M.
FEQUEST OF A. J. Gelice
VERNON W. CHLANK, SPOKANE COUNTY AUDITOR

## 357052C

7 PAGE 584

RIGHTS OF WAY

**ATTORNEYS** 

CONST. DEPT.

# Recerdence Compare Paged RIGHT OF WAY EASEMENT Walter Power 1968 APR 15 AM 10

| Pat Michielli, Jr. and Caro  | line S. Michie     | lli, husban  | d and wife      | VERNON W. OFLAND AL                    |
|--|--------------------|--|-----------------|--|
|  |                    |  | T.              | Weeler DEPUTY                          |
| consideration of One Dollar  |                    | ••••••   |                 |  |
| Oollars (\$.1.00), i   | =                  | -  |                 |  |
| VATER POWER COMPANY, a corpor  |                    |  | _               |  |
| nd maintain an electric distribution line  | _                  | _  |                 |  |
| nd across the following described propert  | y in Spokar        | neCou  | nty, State of   | Washington                             |
| -wit:  |                    |  |                 |  |
| The East 810.8 feet of th  | e east half of     | the southw   | est quarter     | (E2SW1) south                          |
| of O.W.R.N. Co. right of   | way, except the    | e North 400  | feet of th      | e South 430 feet                       |
| of the East 200 feet of t  | ne West 335 fe     | et of Secti  | on Thirty-t     | hree (33),                             |
| Township Twenty-five (25)  | North, Range       | Forty-four   | (44) E.W.M.     | , Spokane                              |
| County, Washington.  |                    |  |                 |  |
| ······   |                    |  | •••••••         | ······································ |
| It is understood and agre  | ed that said e     | asement cov  | ers the rig     | ht to place                            |
| one (1) pole, two (2) and  | hors, together     | with the r   | ight of ove     | rhang on the                           |
| above described property.  |                    |  |                 | •••••                                  |
| ogether with the right to inspect said lin   | e <b>.</b>         |  |                 |  |
| Witness aur har  | dethis 6           | day o  | 1 2ma           | nch 1968                               |
|  | <b>v</b>           | to The   | Lell &          | 1968                                   |
|  | <i>F</i>           | J  | ^ /             | ichieli                                |
| 1% Encise Tux on Real Estate   | -⊀                 | e.u.u.u.   | ZYX             |  |
| Sale, App Pd \$ // 0 // 2535   | •••                | ••••••   | ••••••          | •••••                                  |
| MERTON HOWARD, Co. The   | -                  | to a comment of the c |                 |  |
| "/ Thath   |                    |  | •               |  |
|  |                    |  |                 |  |
| STATE OF Washington  |                    |  |                 |  |
| County of Systams  | ss.                |  |                 |  |
| /  |                    |  | ••              |  |
| On this day, before me, the under  | ·                  |  | _               |  |
| Tat michiele   | Je z ca            | notine   | o. m            | erielle                                |
| h/w  |                    |  |                 | <i>f</i>                               |
| to me known to be the individual de  | scribed in and who | executed the v   | vithin instrume | nt, and acknowledged tha               |
|  | ealed the same as  | their  | free and volur  | natry act and deed, for th             |
| uses and purposes therein mentioned.   | ,                  | <del>o</del> l   | _               | ,                                      |
| lifting toujer my hand and official  | seal this          | day of   | ma              | Live A. D., 19.60                      |
| OTAS .   |                    |  | /               |  |
| Publid ?   | N                  | OTARY PUB  | LIC in and for  | the State of Wash                      |
| Commission .   | •                  |  |                 | aus                                    |
|  | -<br>-<br>-        |  | /               |  |
| The state of the s |                    |  | •               | <b>∵</b> . ♦                           |

O.K. ////

ENG. DEPT

#### PROTECTIVE COVENANTS FOREST MEADOWS 2ND ADDITION

Restrictions and Easements which are imposed in the dedication of the FOREST MEADOWS 2ND ADDITION dated October , 1983 and filed for record October 17, 1983 as Document # **8310170026** are as follows:

- 1. All lots shall be residential and no structures shall be erected, placed or permitted to remain on any portion of this tract, other than, a single family dwelling and a private attached garage.
- No dwelling, house or any part thereof shall be erected on any site within 25' of the front line of each lot, nor within 5' from the side line of any lot nor within 15' of any side or flanking street.
- No dwelling may be constructed or placed upon any lot herein with less than 1100 square feet of floor space in a single story structure, and less than 900 square feet on the ground floor of a split-level or multiple story structure, not including any garage, covered patio or porches, unless approved by the architectural committee.
- The Architectural Control Committee is composed of F. V. Seipp, A. J. Wolff and Fritz Wolff. A morjority of the committee may designate a representative to act for it. In the event the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. In the event of the death or resignation of the committee a majority of the recorded lot owners may elect a new committee.
- 4A. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within theirty (30) days after plans and specifications have been submitted to it, or in any event, no suit to rejoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be demmed to have been fully complied with.
  - No structure of a temporary character trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot, at any time as a residence, either temporarily or permanently.

FILED OF RECORDED REQUEST OF IRANGAMERICA TITLE

OCT 17 8 45 MM '83

WILLIAM E. DONAHUE

SPOKANE COUNTY, WASH. DEPUTY 島 はたしば

#### PROTECTIVE COVENANTS FOREST MEADOWS 2ND ADDITION

- 6. Said premises or any building erected thereon shall not at any time be used for the purpose of any trade, business, or manufacture. No sign of any kind shall be displayed to public view on any lot, except, one sign of not more than 8 square feet, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale.
- Camping trailers, camping vehicles, boats or trailers of any type shall not be stored in the front yard of any lot with in the plat.
- 8. No fence erected along any side lot line or rear lot line herein, shall exceed a height of 6' and any fence erected from the front line of the dwelling to the front lot line shall not exceed a height of 3'.
- 9. No nauseous or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 10. An occupant, or resident, may keep or maintain for his own personal enjoyment household pets, but shall not keep or maintain other animals or livestock.
- 11. Domestic water will be provided for each lot herein prior to sale, as shown in the dedication of the recorded plat.
- 12. A 5' easement is hereby provided on the lots as shown and shall be used for utility purposes as shown on the plat.
- 13. The purchaser of any lot shall commence construction thereon within one year from date of purchase thereof. Purchaser of any lot, once he commences construction thereof shall within six (6) months thereafter have the exterior completely finished and all necessary painting or staining completed.
- 14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless, an instrument signed by two-thirds of the then recorded owners of the lots in the addition has been recorded agreeing to change same in whole or in part.
- 15. All buildings shall have a split shake cedar roof or a type of roof approved by the architectural committee.

#### PROTECTIVE COVENANTS FOREST MEADOWS 2ND ADDITION

|  | FOREST MEADOWS 2ND ADDITION A JOINT VENTURE   |
|--|---|
| Dated: 10-14-83  | WOLFLAND, INC. WASHINGTON CORPORATION BY: F. V. SEIPP, PRESIDENT  |
| Dated: 10-14-83  | Sylvia C. Lawking WOLDLAND, INC., A WASHINGTON CORPORATION BY: SYLVIA A. HAWKINS, TREASURER   |
|  |   |
| appeared <u>F. V. Seipp</u> be the President and Treasur executed the foregoing instr to be the free and voluntary purposes therein mentioned. | october, 1983, before me personally and Sylvia A. Hawkins to me known to er, respectively, of the corporation that nument, and acknowledged the said instrument act and deed of said corporation, for the and on oath stated that he was authorized to and that the seal affixed is the corporate |
| WITNESS my hand and off first above written.   | Notary Public in and for the State of Washington residing at  |

#### 8604300349

SEPTIC TANK/SEWER WAIVER AGREEMENT

| 0111111 |        |               |   |
|---------|--------|---------------|---|
|         |        | / ~           |   |
| 4.7     |        | 86-0315       |   |
| 1       |        | $\mathcal{L}$ |   |
| ~       | 37 1   | カル リンノ        | ` |
| FILE    | Number | 00 0 , -      | • |
|         |        |               |   |

1. PARTIES; PROPERTY.

THIS AGREEMENT is made between Spokane County Health District (SCHD) and Wolfland Co.
as owner of property commonly known as E, 11310 42nd Court, Spokane
Washington and legally described as:

Lot 10 Block 1 Forest Headows 2nd Addition Spokane County, Washington

EILED OR RECORDED

REQUEST OF Health District

APR 30 3 04 PH '86

WILLIAM E. DONAHUE, AUDITOR SPOKANT COURTY, WASH. DEPUTY

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2. PERMISSION. (Initial Applicable Section)

Interoffice

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- (a) The owner is granted permission to install, construct and maintain an on-site sewage disposal system for servicing the above-described property subject to the provisions of Spokane County On-site Sewage System Regulations as now or hereafter amended and other applicable ordinances and regulations of both the incorporated and unincorporated areas of Spokane County shall be installed at the owner's expense and the owner shall be responsible for payment of all inspection and permit fees.

  Please Initial
- (b) The owner is granted permission to connect the above-described property to the public sewer system identified as the Spokane Valley Sewer . The owner

understands and agrees the connection is subject to all ordinances and regulations of both SCHD and the entity providing public sewer service. Said sewer shall be installed at the owner's expense and owner shall be responsible for payment of all inspection and permit fees. He shall also be responsible for obtaining all necessary easements for said sewer connection.

Please Initial

#### 3. LID WAIVER.

The parties understand the public interest may require the creation of a limited improvement district for sewers adequate to serve an appropriate area in which the above-described property is located. Permission to install the septic tank/connect sewer line is subject to the owner's agreement as follows:

Whenever in the future, sewer service is proposed to be established for the area in which the above-described property is located, whether by petition or resolution, the owner will become a party to any petition for the forming of a local improvement district to install sewer service and will not protest the establishment of any local improvement district nor assert any lack of benefit or less benefit than the actual costs of assessment from the district. This instrument waives any right of protest upon the establishment of local improvement district for installation of a public sewer to service the owner's property and binds the owner to join in any petition creating the district.

#### 4. COVENANT RUNNING WITH LAND.

This agreement will be binding on the owner's successors and assigns and is a covenant running with the land. Owner shall be responsible for all filing fees necessary for filing this agreement with the Spokane County Auditor.

|  | SIGNED by Spokane County Health District this 30th day of  |
|--|--|
| 1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1. | april 19 20.   |
|  | By: Attorior Application Officer   |
|  | Wolfland Partnership   |
|  | X Qull Date  |
|  | Owner Alvin J. Wolff, Jr. Partner  |
|  | Date   |
|  |  |
|  | 되고 그렇게 되면 이용 얼마 얼마는 사람이 되고 있는데 그리는 것이 없는데  |
|  | STATE OF WASHINGTON )  |
|  | County of Spokane )  |
|  | I, the undersigned, a Notary Public in and for the above-named county and state, do hereby certify that on this, and state, do hereby certify that on this,  |
| DUAL                                   | 19_, personally appeared before me,  |
| INDIVIDUAL                             | to me known to be the individual described in and who executed the within instrument, and acknowledge that signed and sealed the same as strument, and acknowledge that signed and purposes therein mentioned.   |
|  | GIVEN under my hand and official seal the day and year last above  |
|  | written.   |
|  | Notary Public in and for the State of  |
|  | Washington, residing at Spokane  |
|  | STATE OF WASHINGTON ) )ss  |
|  | County of Spokane )  |
| ENCY                                   | On this day of, 19, before me peared   |
| N/AGI                                  | to me known to be the  |
| CORPORATION/AG                         | to me known to be the of the corporation that executed the within and foregoing instrument, and action the corporation that executed the within and foregoing instrument, and action knowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated corporation, for the uses and purposes therein mentioned, and an oath stated that he was authorized to execute said instrument and that the scal affixed is the corporate seal of said corporation. |
|  | In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.  |
|  |  |
|  | Notary Public in and for State of<br>Washington, Residing in Spokane   |
|  | STATE OF WASHINGTON )  |
| ا ۵                                    | County of Spokane  |
| PARTNERSHIP                            | On this 23 day of april, 1986, before me, the undersigned are Notary Public in and for said County and State, personally appeared 1011   |
| PARTI                                  | personally known to me (or proved to me on the basis of satisfactory exidence)  of the partners of the partnership that executed the  to be one one and acknowledged to me that such partnership executed the same.  |
|  | In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.  |
|  | Notary Public in and for the State of Washington, Residing in Spokane  |

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#### 8701090229

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AMENDMENT TO PROTECTIVE CONVENANTS FOREST MEADOWS 2ND ADDITION

Restrictions and Easements which are imposed in the dedication of the FOREST MEADOWS 2ND ADDITION Dated October 14, 1983 and filed for record October 17, 1983 as document # 8310170026.

Amendments are as follows:

Item # 5 shall be amended to allow a lawn equipment storage building not to exceed 12' by 12'.

Item # 13 shall be amended to delete the requirement of construction commencing in one year from date of purchase of a lot.

FOREST MEADOWS 2ND ADDITION A JOINT VENTURE

| DATED: 1-8-87 | 7. V. Seipp  |
|---------------|--|
|               | WOLFLAND INC A WASHINGTON CORPORATION BY: F. V. SEIPP, PRESIDENT       |
| DATED: 1-8-87 | Sylvia O. Xbushins   |
|               | WOLFLAND INC A WASHINGTON CORPORATION BY: SYLVIA A. HAWKINS, TREASURER |

STATE OF WASHINGTON )
) ss.
County of Spokane )

On this day of lanca 1987, before me personally appeared F. V. Seipp and Sylva A. Hawkins to me known to be the President and Treasurer, 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 corporation, for the purposes therein mentioned, and on oath stated that they were 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.

TRANSAMERICA TITLE

Jan 9 10 45 11 181 \$5.0

Notary Public in and for the State of Washington (Fest ding at Spokane

YMLUAME, SOMETHE ADMINIT SPOXAN COMESTY SNELL KM115877

 FIRST AMENDMENT TO PROTECTIVE COVENANTS OF FOREST MEADOWS SECOND ADDITION, recorded under Spokane County Auditor's No. 8310170026

WHEREAS, Lot 4, Block 1, Forest Meadows Second Addition has been sold and has been, or will be, conveyed to the owners of contiguous unplatted property constituting the personal residence of the owners of such contiguous unplatted property, and said Lot 4, Block 1 will be used by the owners of such contiguous unplatted property as a part of their personal residence;

NOW, THEREFORE, so long as said Lot 4, Block 1, is used by the owners of the contiguous unplatted property as a part of their personal residence, the following paragraphs in said protective covenants shall not apply to said Lot 4, Block 1: 1, 2 and 8 as they relate to side or rear lot lines adjoining the said contiguous unplatted property, 10 and 13.

At such time as said Lot 4, Block 1 ceases to be owned by the owner of the contiguous unplatted property said paragraphs of the protective covenants shall once more apply to said Lot 4, Block 1.

DATED this 5 day of December, 1983.

FOREST MEADOWS SECOND ADDITION

By: WOLFLAND, INC., being the owner of more than 2/3 of the lots in said addition,

Ву

F. V. Seipp Fresident

REQUEST OF TRANSAMERICA TITLE

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WILLIAM E. DONAHUE
AUDITOR
SPOKAHE COUNTY, WASH.
DEPUTY
A.O.

Finen no

RANDALL & DANSKIN ATTORNEYS AND COUNSELORS 1500 SEAFIRST FINANCIAL CENTER 8POKANE, WASHINGTON 99201-0653 (509) 747-2052 INC., one of the joint venturers of Forest Meadows Second Addition, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the

STATE OF WASHINGTON

County of Spokane

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

corporate seal of said corporation.

SS.

Public in and for State of/Washington, residing at

On this 50 day of December, 198%, before me, personally

appeared F. V. SEIPP to me known to be the president of WOLFLAND,

D2C; A/32; j



PLEASE RETURN TO Spokane County Environmental Services

# CERTIFICATION OF DELINQUENT SEWERAGE CHARGES INTEREST AND PENALTIES

TO: SPOKANE COUNTY AUDITOR'S OFFICE

FROM: Kevin R. Cooke, Spokane County Environmental Services Director

Pursuant to Spokane County Code 8.03.9040 (Payment-Delinquency-Lien), Spokane County shall have a lien with the Spokane County Auditor for all delinquent rates, fees and/or charges when such charges have been delinquent for 60 days, together with interest fixed by resolution at eight percent (8%) per annum from the date due until paid. Penalties of not more than ten percent (10%) of the amount due may be imposed in the case of failure to pay the charges at time fixed by Resolution of the Board of County Commissioners.

Additionally, the county department as established in Revised Code of Washington 36.94.120 provides that Spokane County Environmental Services shall certify periodically the delinquencies to the Spokane County Auditor at which time the lien shall attach.

Based upon the above-cited statutory language, I, Maureen Adès, Billing Manager, do hereby certify that:

Parcel Number 45333.1510 more particularly described as FOREST MEADOWS 2ND ADD LT 10 BLK 1 is delinquent in the payment of sewer charges as of February 4, 2020, in the amount of \$1335.16, which includes penalties and interest.

Dated: February 4, 2020.

Mauréen Adès

SUBSCRIBED and SWORN before me on February 4, 2020.

OHIGHNIAN HINDER HINDER

Messica B Leifer
Notary Public in and for
the State of Washington,
residing in Spokane County.

My Commission Expires on: 07/06/23

Address 11310 E 42ND CT Assessed Owner
CONKLIN, SHANNON

Account 033092/104982

# Superior Court - Court Case Information By Name - Civil, Domestic, Probate For: 1920483932

#### **BONDED ADJUSTMENT COMPANY vs CONKLIN, SHANNON**

**Case:** 1920483932

**Charges:** 

**Hearing Type:** null

File Date:

**Court:** Superior Court

**Case Status:** CMPL-11/12/2019

#### **Case Information**

| SUB# | FILE DATE  | DOCUMENT DESCRIPTION  |
|------|------------|---|
| 0.0  | 11/12/2019 | CASE RESOLUTION TRANSFER OF JUDGMENT  |
| 1.0  | 11/12/2019 | TRANSCRIPT OF JUDGMENT  |
| 0.0  | 2/7/2020   | EX PARTE ACTION WITH ORDER ORDER ALLOWING PLAINTIFF TO SERVE POST JUDGMENT INTEROGS |
| 2.0  | 2/7/2020   | MOTION POST JDGMT INTERROGATORIES   |
| 3.0  | 2/7/2020   | ORDER GRANTING MOTION PETITION  |
|      |            |   |

#### **Case Documents**

Access to court records is governed by Washington State Supreme Court General Rule 31(GR 31: Access to Court Records). Pursuant to GR 31(e)(2) 'personal identifiers' may sometimes appear in court records. The responsibility for redacting these personal identifiers rests solely with counsel and the parties. The Court or the Clerk will not review each pleading for compliance with this rule. If a pleading is filed without redaction, the opposing party or identified person may motion the Court to order redaction.

#### Court documents before January 2005 are not available online but may be viewed in person.

| View Doc          | SUB NUMBER | DOCUMENT DESCRIPTION                      | FILE DATE  |
|-------------------|------------|---|------------|
| <u>View Image</u> | 1.0        | TRANSCRIPT OF JUDGMENT                    | 2019-11-12 |
| <u>View Image</u> | 2.0        | MOTION                                    | 2020-02-07 |
| <u>View Image</u> | 3.0        | ORDER GRANTING MOTION PETITION 2020-02-07 |            |
|                   |            |   |            |

#### Hearings

Case No. Sub No. Hearing Type Date Time Location Status

No Hearings Found for case number:

1920483932