



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027503

**Liability:** \$ 228,540.00

**Fee:** \$ 860.00

**Order No.:** 25-40774-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

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
  - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
  - (b) "public records": those records which impart constructive notice of matters relating to said land;
  - (c) "date": the effective date;
  - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
  - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
  - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
  - (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
  - (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability – Payment of Loss** –
  - (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
  - (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
  - (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
  - (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
  - (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.  
No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

## **WA Litigation Guarantee**

### **LITIGATION GUARANTEE**

Issued by  
**STEWART TITLE GUARANTY COMPANY**  
a corporation, herein called the Company

#### **SCHEDULE A**

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40774-VTE

Date of Guarantee: August 15, 2025

Amount of Liability: \$228,540.00

Total: \$938.26

Guarantee No.:  
Premium: \$860.00  
Sales Tax: \$78.26

1. Name of Assured:  
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
Fee
3. Title to said estate or interest at the date hereof is vested in:  
William Firmage, 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: 25-40774-VTE

Guarantee No.:

**GENERAL EXCEPTIONS FROM COVERAGE**

1. 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 Greenbluff.
11. Personal Property Taxes:  
Year: 2025  
Amount Billed: \$537.03  
Amount Paid: \$0.00  
Amount Due: \$537.03  
Tax Account No.: 99.010720
12. Personal Property Taxes:  
Year: 2024  
Amount Billed: \$2,849.72  
Amount Paid: \$0.00  
Amount Due: \$2,849.72  
Tax Account No.: 99.010720
13. Deed of Trust and the terms and conditions thereof:  
Grantor: William A Firmage  
Trustee: Alterman Law Group PC  
Beneficiary: Green Bluff Farms LLC  
Amount: \$180,000.00

## WA Litigation Guarantee

Dated: July 8, 2023

Recorded: July 31, 2023

Recording No.: 7299193 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.

14. 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: William Firmage

Telephone No.: 509-477-5764

15. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.

16. 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.

17. Title to the mobile home located on the land has been eliminated by instrument recorded under Spokane County Recording No. 6603878 in the [official records](#) . An ALTA 7 Manufactured Housing Endorsement will be issued with the forthcoming lender's policy.

18. Water Extension and the terms and conditions thereof:

Recorded: February 14, 1991

Recording No.: 9102140163 in the [official records](#)

19. Terms and conditions of survey recorded February 29, 2000 under Recording Number 4459900 in the [official records](#) .

20. Title Notice and the terms and conditions thereof:

Recorded: October 11, 2001

Recording No.: 4640947 in the [official records](#)

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 25-40774-VTE

Guarantee No.:

### INFORMATIONAL NOTES

1. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intentions of the parties to this transaction.
2. Any maps, plats or surveys attached to this commitment are provided solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Vista Title and Escrow, LLC assumes no liability for any loss occurring by reason of reliance thereon.
3. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice.
4. Abbreviated Legal Description: Ptn of the SW1/4 in 19-27-44
5. Recording fees charged by the county will be billed as follows: Deeds of Trust are \$304.50 for the first page and \$1.00 for each page thereafter. Deeds are \$303.50 for the first page and \$1.00 for each page thereafter.
6. 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 May 17, 2017, under Recording No. 6604083 in the [official records](#) .  
  
The record discloses no conveyances of the property herein described since said deed.
7. 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.
8. 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:

Grren Bluff Farms, LLC  
20335 S Shore Vista Drive  
Oregon City, OR 97045  
Attn: Caleb Beaudin

Dean N, Alterman  
Alterman Law Group PC  
805 SW Broadway, Suite 1580  
Portland, OR 9702

9. 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: 25-40774-VTE

Guarantee No.:

**PROPERTY DESCRIPTION:**

THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON.

EXCEPT GREEN BLUFF ROAD.

ALSO KNOWN AS TRACT B OF SURVEY RECORDED FEBRUARY 29, 2000 UNDER AUDITOR'S FILE NO. 4459900.

TOGETHER WITH 1999 REDMN Mobile Home VIN# 1826112AB, 28/56

Affects Parcel Number: 47193.9101

05/17/2017 02:36:01 PM

6604083

Recording Fee \$74.00 Page 1 of 2  
Warranty Deed FIRST, AMERICAN TITLE INSURANCE COMPANY  
Spokane County Washington



AFTER RECORDING MAIL TO:

William Firmage  
8110 E. Greenbluff Rd  
Colbert WA 99005

Filed for Record at Request of:  
First American Title Insurance Company

Space above this line for Recorders use only

## STATUTORY WARRANTY DEED

File No: **4251-2472448 (DMG)**

Date: **May 15, 2017**

Grantor(s): **Mark D. Huckaba and Leila Huckaba**

Grantee(s): **William Firmage**

Abbreviated Legal: **PTN SEC 19 TWP 27N RGE 44E NE QTR SW QTR, SPOKANE COUNTY**

Additional Legal on page:

Assessor's Tax Parcel No(s): **47193.9101**

**THE GRANTOR(S) Mark D. Huckaba and Leila Huckaba, husband and wife** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **William Firmage, an unmarried person**, the following described real estate, situated in the County of **Spokane**, State of **Washington**.

**LEGAL DESCRIPTION:** Real property in the County of Spokane, State of Washington, described as follows:

**THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON.**

**EXCEPT GREEN BLUFF ROAD.**

**ALSO KNOWN AS TRACT B OF SURVEY RECORDED FEBRUARY 29, 2000 UNDER AUDITOR'S FILE NO. 4459900.**

**TOGETHER WITH 1999 REDMN Mobile Home VIN# 1826112AB, 28/56**

05/17/2017 201706455  
LJT \$5,345.00




APN: 47193.9101

Statutory Warranty Deed  
- continued

File No.: 4251-2472448 (DMG)

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.



Mark D. Huckaba

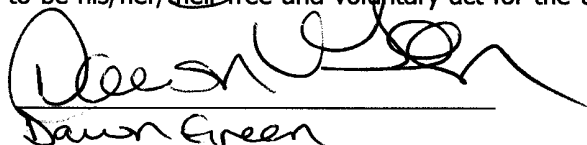


Leila Huckaba

STATE OF Washington )  
 )-ss  
COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that **Mark D. Huckaba and Leila Huckaba**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/~~they~~ signed this instrument and acknowledged it to be his/her/~~their~~ free and voluntary act for the uses and purposes mentioned in this instrument.

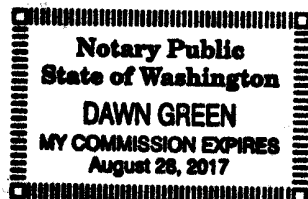
Dated: 5-16-17

  
Dawn Green

Notary Public in and for the State of Washington

Residing at: Spokane

My appointment expires: 8/28/2017





## RETURN NAME and ADDRESS

DEAN N. ALTERMAN  
ALTERMAN LAW GROUP PC.  
805 SW BROADWAY, SUITE 1580  
PORTLAND, OREGON 97205

Please Type or Print Neatly and Clearly All Information

## Document Title(s)

DEED OF TRUST - GREEN BLUFF FARMS, LLC /  
WILLIAM FIRMAGE.

## Reference Number(s) of Related Documents

## Grantor(s) (Last Name, First Name, Middle Initial)

FIRMAGE, WILLIAM, A.

## Grantee(s) (Last Name, First Name, Middle Initial)

GREEN BLUFF FARMS LLC.  
ALTERMAN LAW GROUP PC ; TRUSTEE

## Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

19-27-44-SW

## Assessor's Tax Parcel ID Number

47193.9101

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

## Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

\_\_\_\_\_  
Signature of Requesting Party

**Grantor:** FIRMAGE, William  
8110 E Greenbluff Road  
Colbert, Washington 99005

**Beneficiary:** GREEN BLUFF FARMS, LLC  
20335 S. Shore Vista Drive  
Oregon City, Oregon 97045  
Attn: Caleb Beaudin

**After Recording Return To:**  
Dean N. Alterman  
Alterman Law Group PC  
805 SW Broadway, Suite 1580  
Portland, Oregon 97205

**Until a change is requested, send property tax statements to:**  
William Firmage  
8110 E Greenbluff Road  
Colbert, Washington 99005

Abbreviated Legal: Parcel 47193.9101 19-27-44 SW

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **“Security Instrument”** means this document, which is dated July, 8, 2023.
- (B) **“Tenant”** is WILLIAM FIRMAGE, a Washington resident. Tenant is the grantor/trustor under this Security Instrument.
- (C) **“Landlord”** is GREEN BLUFF FARMS, LLC, a Washington limited liability company. Landlord’s address is 20335 S. Shore Vista Drive, Oregon City, Oregon 97045, Attn: Caleb Beaudin. Landlord is the beneficiary under this Security Instrument.
- (D) **“Trustee”** is Alterman Law Group PC, an Oregon professional corporation, with an address of Suite 1580, 805 SW Broadway, Portland, Oregon 97205.
- (E) **“Lease”** means the Agricultural Lease Agreement entered into by Landlord and Tenant dated \_\_\_\_\_, 2023. The Lease is for real property at 8214 E Greenbluff Road, Colbert,

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**1 – DEED OF TRUST – Green Bluff Farms, LLC/William Firmage**

Washington, a tract of land that is adjacent to the Property described in this Security Instrument. The term of the Lease runs from January 1, 2024 to December 31, 2033, subject to earlier termination as described in the Lease. The Lease states that Tenant owes Landlord rent in the amount of \$180,000.00 per year ("Rent") during the term of the Lease. Tenant has promised to pay the Rent and perform all other Tenant obligations under the Lease.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Obligations"** means all of Tenant's obligations, both monetary and non-monetary, under the Lease, and all sums due under this Security Instrument, plus interest.

(H) [Intentionally omitted.]

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) [Intentionally omitted.]

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) [Intentionally omitted.]

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) [Intentionally omitted.]

(O) **"Periodic Payment"** means the regularly scheduled amount due for Rent and other charges payable by Tenant to Landlord under the Lease.

(P) [Intentionally omitted.]

(Q) **"Successor in Interest of Tenant"** means any party that has taken title to the Property, whether or not that party has assumed Tenant's obligations under the Lease and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Landlord the performance of Tenant's covenants and agreements under this Security Instrument and all of Tenant's Obligations under the Lease. For this purpose, Tenant irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in Spokane County, Washington described in attached Exhibit A which currently has the address of 8110 E Greenbluff Road, Colbert, Washington 99005 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property except the existing modular home currently located on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TENANT COVENANTS that Tenant is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for the encumbrances of record. Tenant warrants and will defend generally the title to the Property against all other claims and demands.

This Security Instrument is executed concurrently with a Lease between the Tenant and Landlord. The parties agree that any default under the Lease also constitutes a default under this Security Instrument.

UNIFORM COVENANTS. Tenant and Landlord covenant and agree as follows:

**1. Payment of Rent, Utility Charges, and Late Charges.** Tenant shall pay when due Tenant's Rent and other monetary obligations evidenced by the Lease and any utility charges and late charges due under the Lease.

Payments are deemed received by Landlord when received at the location designated in the Lease or at such other location as may be designated by Landlord in accordance with the notice provisions in Section 15. Landlord may accept any payment or partial payment insufficient to bring Tenant's monetary Obligations current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Landlord is not obligated to apply such payments at the time such payments are accepted. No offset or claim which Tenant might have now or in the future against Landlord shall relieve Tenant from making payments due under the Lease and this Security Instrument or performing the Obligations secured by this Security Instrument.

**2. Application of Payments.** Payments due under the Lease and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Landlord as payment under the Lease or this Security Instrument is returned to Landlord unpaid, Landlord may require that any or all subsequent payments due under the Lease and this Security Instrument be made in one or more of the following forms, as selected by Landlord: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

If Landlord receives a payment from Tenant for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Landlord may apply any payment received from Tenant to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be

{00158295}

**3 – DEED OF TRUST – Green Bluff Farms, LLC/William Firmage**

applied to any late charges due.

3. [Intentionally omitted.]

4. **Charges; Liens.** Tenant shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Tenant shall promptly discharge any lien which has priority over this Security Instrument unless Tenant: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Landlord, but only so long as Tenant is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Landlord's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Landlord subordinating the lien to this Security Instrument. If Landlord determines that any part of the Property is subject to a lien that did not exist at the time of this Security Instrument and which can attain priority over this Security Instrument, Landlord may give Tenant a notice identifying the lien. Within 10 days of the date on which that notice is given, Tenant shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Landlord may require Tenant to pay a one-time charge for a real estate tax verification and/or reporting service used by Landlord in connection with the Obligations.

5. **Property Insurance.** If Tenant does not cause Landlord to be named as a mortgagee and loss payee on that policy, then Tenant shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Landlord requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Landlord requires. What Landlord requires pursuant to the preceding sentences can change during the term of the Lease. The insurance carrier providing the insurance shall be chosen by Tenant subject to Landlord's right to disapprove Tenant's choice, which right shall not be exercised unreasonably.

If Tenant fails to maintain any of the coverages described above, Landlord may obtain insurance coverage, at Landlord's option and Tenant's expense. Landlord is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Landlord, but might or might not protect Tenant, Tenant's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Tenant acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Tenant could have obtained. Any amounts disbursed by Landlord under this Section 5 shall become additional debt of Tenant secured by this Security Instrument. These amounts shall bear interest at the rate of five percent (5%) per annum from the date of disbursement and shall be payable, with such interest, upon notice from Landlord to Tenant requesting payment.

All insurance policies required by Landlord and renewals of such policies shall be subject to Landlord's right to disapprove such policies, shall include a standard mortgage clause, and shall name Landlord as mortgagee and/or as an additional loss payee. Landlord shall have the right to hold the policies and renewal certificates. If Landlord requires, Tenant shall promptly give to

Landlord all receipts of paid premiums and renewal notices. If Tenant obtains any form of insurance coverage, not otherwise required by Landlord, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Landlord as mortgagee and/or as an additional loss payee.

In the event of loss, Tenant shall give prompt notice to the insurance carrier and Landlord. Landlord may make proof of loss if not made promptly by Tenant. Unless Landlord and Tenant otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Landlord, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Landlord's security is not lessened. During such repair and restoration period, Landlord shall have the right to hold such insurance proceeds until Landlord has had an opportunity to inspect such Property to ensure the work has been completed to Landlord's satisfaction, provided that such inspection shall be undertaken promptly. Landlord may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Landlord shall not be required to pay Tenant any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Tenant shall not be paid out of the insurance proceeds and shall be the sole obligation of Tenant. If the restoration or repair is not economically feasible or Landlord's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Tenant. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Tenant abandons the Property, Landlord may file, negotiate and settle any available insurance claim and related matters. If Tenant does not respond within 30 days to a notice from Landlord that the insurance carrier has offered to settle a claim, then Landlord may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Landlord acquires the Property under Section 22 or otherwise, Tenant hereby assigns to Landlord (a) Tenant's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Lease or this Security Instrument, and (b) any other of Tenant's rights (other than the right to any refund of unearned premiums paid by Tenant) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Landlord may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Lease or this Security Instrument, whether or not then due.

**6. Occupancy.** Tenant owns and occupies the Property for agricultural and business purposes. Until Tenant satisfies all of its obligations under the Lease and this Security Instrument is released, Tenant will continue to occupy and operate the Property for agricultural and business purposes.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Tenant shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Tenant is residing on the Property, Tenant shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Tenant shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with

{00158295}

damage to, or the taking of, the Property, Tenant shall be responsible for repairing or restoring the Property only if Landlord has released proceeds for such purposes. Landlord may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Tenant is not relieved of Tenant's obligation for the completion of such repair or restoration.

Landlord or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Landlord may inspect the interior of the improvements on the Property. Landlord shall give Tenant notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. [Intentionally omitted.]

9. **Protection of Landlord's Interest in the Property and Rights Under this Security Instrument.** If (a) Tenant fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Landlord's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Tenant has abandoned the Property, then Landlord may do and pay for whatever is reasonable or appropriate to protect Landlord's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Landlord's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Landlord may take action under this Section 9, Landlord does not have to do so and is not under any duty or obligation to do so. It is agreed that Landlord incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Landlord under this Section 9 shall become additional debt of Tenant secured by this Security Instrument. These amounts shall bear interest at the rate of five percent (5%) per annum from the date of disbursement and shall be payable, with such interest, upon notice from Landlord to Tenant requesting payment.

If this Security Instrument is on a leasehold, Tenant shall comply with all the provisions of the lease. If Tenant acquires fee title to the Property, the leasehold and the fee title shall not merge unless Landlord agrees to the merger in writing.

10. [Intentionally omitted.]

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Landlord.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Landlord's security is not lessened. During such repair and restoration period, Landlord shall have the right to hold



such Miscellaneous Proceeds until Landlord has had an opportunity to inspect such Property to ensure the work has been completed to Landlord's satisfaction, provided that such inspection shall be undertaken promptly. Landlord may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Landlord shall not be required to pay Tenant any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Landlord's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Tenant. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Tenant.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Tenant and Landlord otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Tenant.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Tenant and Landlord otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Tenant, or if, after notice by Landlord to Tenant that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Tenant fails to respond to Landlord within 30 days after the date the notice is given, Landlord is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Tenant Miscellaneous Proceeds or the party against whom Tenant has a right of action in regard to Miscellaneous Proceeds.

Tenant shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Landlord's judgment, could result in forfeiture of the Property or other material impairment of Landlord's interest in the Property or rights under this Security Instrument. Tenant can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Landlord's judgment, precludes forfeiture of the Property or other material impairment of Landlord's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Landlord's interest in the Property are hereby assigned and shall be paid to Landlord.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Forbearance By Landlord Not a Waiver.** Any forbearance by Landlord in exercising any right or remedy including, without limitation, Landlord's acceptance of payments from third persons, entities or Successors in Interest of Tenant or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Successors and Assigns Bound.** Subject to the provisions of Section 18, any Successor in Interest of Tenant who assumes Tenant's obligations under this Security Instrument in writing, and is approved by Landlord, shall obtain all of Tenant's rights and benefits under this Security Instrument. Tenant shall not be released from Tenant's obligations and liability under this Security Instrument unless Landlord agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Landlord.

**14. Default Charges.** Landlord may charge Tenant fees for services performed in connection with Tenant's default, for the purpose of protecting Landlord's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Tenant shall not be construed as a prohibition on the charging of such fee. Landlord may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

**15. Notices.** All notices given by Tenant or Landlord in connection with this Security Instrument must be in writing. Any notice to Tenant in connection with this Security Instrument shall be deemed to have been given to Tenant when mailed by first class mail or when actually delivered to Tenant's notice address if sent by other means. Notice to any one Tenant shall constitute notice to all Tenants unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Tenant has designated a substitute notice address by notice to Landlord. Tenant shall promptly notify Landlord of Tenant's change of address. If Landlord specifies a procedure for reporting Tenant's change of address, then Tenant shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Landlord shall be given by delivering it or by mailing it by first class mail to Landlord's address stated herein unless Landlord has designated another address by notice to Tenant. Any notice in connection with this Security Instrument shall not be deemed to have been given to Landlord until actually received by Landlord. If any notice required by this Security Instrument is also required under Applicable

Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Lease conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Lease which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Tenant's Copy.** Tenant shall be given one copy of the Lease and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Tenant.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Tenant at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Tenant is not a natural person and a beneficial interest in Tenant is sold or transferred) without Landlord's prior written consent, then Landlord may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Landlord if such exercise is prohibited by Applicable Law.

If Landlord exercises this option, Landlord shall give Tenant notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Tenant must pay all sums secured by this Security Instrument. If Tenant fails to pay these sums prior to the expiration of this period, Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand on Tenant.

**19. Tenant's Right to Reinstate After Acceleration.** If Tenant meets certain conditions, Tenant shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Tenant's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Tenant: (a) pays Landlord all sums which then would be due under this Security Instrument and the Lease as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Landlord's interest in the Property and rights under this Security Instrument; and (d) takes such action as Landlord may reasonably require to assure that Landlord's interest in the Property and

rights under this Security Instrument, and Tenant's performance of the Obligations secured by this Security Instrument, shall continue unchanged. Landlord may require that Tenant pays such reinstatement sums and expenses in one or more of the following forms, as selected by Landlord: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Tenant, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20.** [Intentionally omitted.]

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Tenant shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Tenant shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Tenant shall promptly give Landlord written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Tenant has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Tenant learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Tenant shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Landlord for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Tenant and Landlord further covenant and agree as follows:

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**10 – DEED OF TRUST – Green Bluff Farms, LLC/William Firmage**

**22. Acceleration; Remedies.** Landlord shall give notice to Tenant prior to acceleration following Tenant's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Tenant, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Tenant of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Tenant to acceleration and sale. If the default is not cured on or before the date specified in the notice, Landlord at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Landlord shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Landlord invokes the power of sale, Landlord shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Landlord's election to cause the

Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Landlord or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Tenant and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Tenant, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Landlord or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon performance of all Obligations secured by this Security Instrument, Landlord shall request Trustee to reconvey the Property and shall surrender this Security Instrument and the Lease evidencing the Obligations secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Landlord may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Landlord may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Attorneys' Fees.** As used in this Security Instrument and in the Lease, attorneys' fees shall include those awarded by an appellate court.

**26. Protective Advances.** This Security Instrument secures any advances Landlord, at its discretion, may make under Section 9 of this Security Instrument to protect Landlord's interest in the Property and rights under this Security Instrument.

## 27. Required Evidence of Property Insurance.

## WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your Obligations. If the cost is added to your Obligations, the interest rate on the underlying Obligations will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

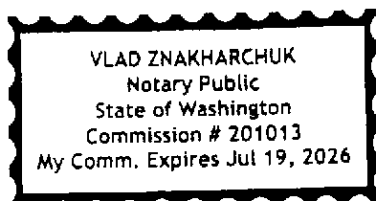
The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.


BY SIGNING BELOW, Tenant accepts and agrees to the terms and covenants contained in this Security Instrument.

WAT  
William Firmage

STATE OF WASHINGTON )  
County of Spokane )

This Deed of Trust was executed before me on 7<sup>th</sup>, 2023, by William Firmage as his voluntary act.



  
Notary Public for Washington  
My commission expires 7/19/2026

**EXHIBIT A**

Certain real property in the County of Spokane, State of Washington, described as follows:

The West half of the East half of the Northeast quarter of the Southwest quarter of Section 19, Township 27 North, Range 44 East of the Willamette Meridian, in Spokane County, Washington;

Excepting that portion withing Green Bluff Road;

ALSO KNOWN AS Tract B of Survey Recorded February 29, 2000 under Auditor's File No. 4459900.

Subject to covenants, conditions, restrictions, and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded survey.

This Deed of Trust does **not** grant a security interest in that certain 1999 REDMN mobile home, VIN 1826112AB, 28/56, now located on the real property.

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**13 – DEED OF TRUST – Green Bluff Farms, LLC/William Firmage**

05/17/2017 09:18:58 AM

6603878

Recording Fee \$75.00 Page 1 of 3  
Manufactured Home Title WILLIAM FIRMAGE  
Spokane County Washington

## RETURN RECORDED DOCUMENT TO:

William Firmage  
8110 E. Greenbluff Rd.  
Colbert Wa. 99005**Manufactured Home  
Application**For full instructions on completing this form, see **Manufactured Home  
Application Instructions**, form TD-420-730.

Please check one:

- ☒
- Title Elimination
- 
- ☐
- Transfer in Location
- 
- ☐
- Removal from Real Property

<b>1 Manufactured Home</b>			
Title purpose only (TPO)/Plate no.	Year 1999	Make REDMON	Length/Width (feet) 56 X 28
		Vehicle identification no. (VIN) 1826112AB	
<b>2 Land</b>			
Manufactured home will be <input checked="" type="checkbox"/> Affixed <input type="checkbox"/> Removed		Real property Tax parcel no. 47193.9101 Legal description on page 2	
Lot	Block	Plat name or Section/Township/Range 19-27-44	Quarter/Quarter section SW.
<b>3 Grantor(s) Registered/Legal Owner(s) – Additional names on page</b>			
County no. 32	No. registered owners 2	No. legal owners	Grantee name (if applicable)
Name of registered owner HUCKABA, MARK			Washington driver license or UBI no. HUCKAMD444MB
Name of additional registered owner			Washington driver license or UBI no.
Address (Address, City, State, ZIP code) 8214 E GREENBLUFF RD COLBERT WA 99005			
Name of legal owner			Washington driver license or UBI no.
Name of additional legal owner			Washington driver license or UBI no.
Address (Address, City State, ZIP code)			
I certify under penalty of perjury under the laws of the state of Washington that I am/we are the registered owner(s) of this manufactured home and the foregoing information is true and correct.			
Date and place (city or county) signed		Registered owner signature x Mark Huckaba	
Date and place (city or county) signed		Registered owner signature x Title, if signing for a business	
Notary signature (print name)		State of WA, County of Spokane	
Signed or attested before me on 05/17/2017		by Mark Huckaba	
Print registered owner name		Print registered owner name	
Notary printed or stamped name Agent		Notary signature Donna Mackey	
Title		Dealer/county office number or notary expiration 3201-25	



Manufactured home TPO/Plate number (from Section 1) \_\_\_\_\_

<b>4 Title Company Certification</b>		
PRINT or TYPE Name of person signing	Title company name	
Position	(Area code) Telephone no.	
<p>I certify that the legal description of the land and ownership is true and correct according to the real property records.</p> <p style="text-align: center;"><b>X</b> _____</p> <p style="text-align: center;">Signature <span style="float: right;">Date</span></p>		
<b>5 Building Permit Office Certification</b>		
<p>I certify that</p> <p><input checked="" type="checkbox"/> the manufactured home has been affixed to the real property as described.</p> <p><input type="checkbox"/> a building permit has been issued for this purpose and the attachment will be inspected upon completion.</p>		
PRINT or TYPE Name of person signing	Building permit office	Building permit no.
<u>SUSAN CLARK SPOKANE CTY</u>		<u>B1700938</u>
Position	(Area code) Telephone no.	
<u>PROJECT COORDINATOR</u>	<u>509-477-3675</u>	
<p><b>X</b> <u>S. Clark</u> <u>5/16/17</u></p> <p>Signature <span style="float: right;">Date</span></p>		
<b>6 Signature of Legal Owner(s)</b>		
Signature of legal owner indicates consent for Elimination of Title or Removal from real property.		
<p><b>X</b> _____</p> <p>Legal owner signature <span style="float: right;">Title, if signing for a business</span></p>		
<p><b>X</b> _____</p> <p>Legal owner signature <span style="float: right;">Title, if signing for a business</span></p>		
Notarization/Certification	State of _____, County of _____	
	Signed or attested before me on _____	
(Seal or stamp)	by _____	by _____
	Print legal owner name	Print legal owner name
	Notary printed or stamped name	Notary signature
	Title	and <b>X</b> _____
		Dealer/county office number or notary expiration
<b>7 Land Description</b>		
Legal description of land <u>Abbreviated legal</u>		
<p><u>DTN SEC 19 TWP 27N RGE 44E NE QTR SW QTR</u></p> <p><u>SPOKANE COUNTY, WASHINGTON Except Greenbluff RD.</u></p> <p><u>Together with 1999 Redman Manufactured Home.</u></p> <p><u>VIN# 1826112AB 28/56</u></p>		

Manufactured home TPO/Plate number (from Section 1) \_\_\_\_\_

<b>8 Dealer Report of Sale – Selling dealer complete this section</b>					
PRINT or TYPE Dealer name				Washington dealer no.	
Date of sale	Purchase price		Tax jurisdiction/Tax rate		
<input type="checkbox"/> Sales Tax Exempt – Sale to a Certified Tribal member on the reservation (attach notarized statement of delivery). I certify under penalty of perjury under the laws of the state of Washington that this information is correct. The manufactured home is clear of encumbrances except as shown. Any required sales tax has been collected. <div style="text-align: center;"> <div style="display: inline-block; width: 40%; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 10%; text-align: center; margin: 0 10px;"><b>X</b></div> <div style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 2px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <span>Date and place (city or county) signed</span> <span>Dealer authorized signature</span> </div>					
<b>9 County Auditor/Agent Licensing Office Approval (not for use by subagents)</b>					
PRINT or TYPE Name <i>Donna F. Mackey</i>			County office/VFS operator no. <i>3201-25</i>		
I certify that the above application appears to be completed correctly, and the applicant has sufficient documentation to proceed with the recording of this form. <div style="text-align: center;"> <div style="display: inline-block; width: 40%; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 10%; text-align: center; margin: 0 10px;"><b>X</b></div> <div style="display: inline-block; width: 45%; border-bottom: 1px solid black; margin-bottom: 2px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="text-align: right; margin-top: -20px;"><i>05/17/2017</i></div>					
<b>10 Title Fees</b>					
Filing fee	Application	Mobile home fee	Elimination fee	Use tax	Subagent fees
					Total fees and tax

Anyone who knowingly makes a false statement of a material fact is guilty of a felony, and upon conviction may be punished by a fine, imprisonment, or both. RCW 46.12.750

# Parcel Information

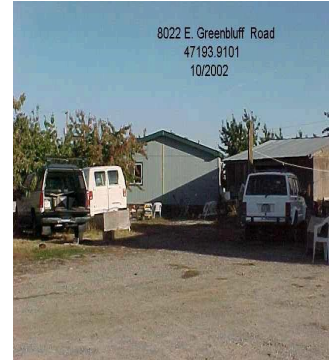


Parcel Number: 47193.9101

Data As Of: 8/23/2025

Site Address: 8110 E GREENBLUFF RD

## Parcel Image



Owner Name: FIRMAGE, WILLIAM

Address: 8110 E GREENBLUFF RD, COLBERT, WA, 99005

Taxpayer Name: FIRMAGE, WILLIAM

Address: 8110 E GREENBLUFF RD, COLBERT, WA, 99005

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	8110 E GREENBLUFF RD	COLBERT	10.03	Acre(s)	91 Vacant Land	2025	1200	Active

## Assessor Description

19-27-44 TR "B" OF RECORDED SURVEY AUDITORS# 4459900 BK 91 PG 44 ALSO KNOWN AS W1/2 OF E1/2 OF SW1/4 EXC RD

## Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
91 Vacant Land	143	134710	PEONS	RNGE PEONE PRAIRIE SOUT	Steve	(509) 477-5904

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	228,040	228,040	206,240	21,800	0	0
2025	228,540	228,540	206,240	22,300	0	0
2024	230,150	230,150	206,150	24,000	0	0
2023	504,690	504,690	194,190	310,500	0	0
2022	380,690	380,690	147,790	232,900	0	0

## Characteristics

Dwelling/ Structure	Year Built	Gross Living Area	Size	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
General Purpose Bldg Wood Pole Frame	2000	NA		832 SF				0	0	0
General Purpose Bldg Wood Pole Frame	2011	NA		900 SF				0	0	0

\* - Room counts reflect above grade rooms only.

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	TO20	0	0	0

Sales				
Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
05/16/2017	0.00	Mobile Home	201706401	47193.9101
05/15/2017	300,000.00	Statutory Warranty Deed	201706455	47193.9101
09/11/2002	0.00	Quit Claim Deed	200217229	47193.9101

#### 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).

# Parcel Information



Parcel Number: 99.010720

Site Address: 8110 E GREENBLUFF RD

Data As Of: 8/23/2025

## Parcel Image



Owner Name: FIRMAGE, WILLIAM

Address: 8110 E GREENBLUFF RD, COLBERT, WA, 99005

Taxpayer Name: FIRMAGE, WILLIAM

Address: 8110 E GREENBLUFF RD, COLBERT, WA, 99005

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
M	8110 E GREENBLUFF RD	COLBERT			18 Other Residential	2025	1200	Active

## Assessor Description

MOBILE HOME ON LEASED LAND

## Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
18 Other Residential	143	134710	PEONS	RNGE PEONE PRAIRIE SOUT	Steve	(509) 477-5904

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	52,100	52,100	0	52,100	0	0
2025	51,900	51,900	0	51,900	0	0
2024	286,500	286,500	0	286,500	0	0

## Characteristics

Dwelling/ Structure	Year Built	Gross		Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
		Living Area	Size								
Manufactured Home	1999	NA	1,512 SF	91	Double Wide	Comp sh	medium	Wall units-elec	None 0	0	0

\* - Room counts reflect above grade rooms only.

Features / Structure	Main Floor Size	Size Type
MHOME - Wood Deck	272	SF

## Sales

Property Taxes

Taxes are due April 30th and October 31st  
Total Charges Owing: \$3,386.75

Tax Year	Charge Type	Annual Charges	Remaining Charges Owing
	Total Taxes for 2025	537.03	537.03
2025	A/V Property Tax	521.39	521.39
2025	Interest & Penalties	15.64	15.64
	Total Taxes for 2024	2,849.72	2,849.72
2024	A/V Property Tax	2,544.40	2,544.40
2024	Interest & Penalties	305.32	305.32

Disclaimer

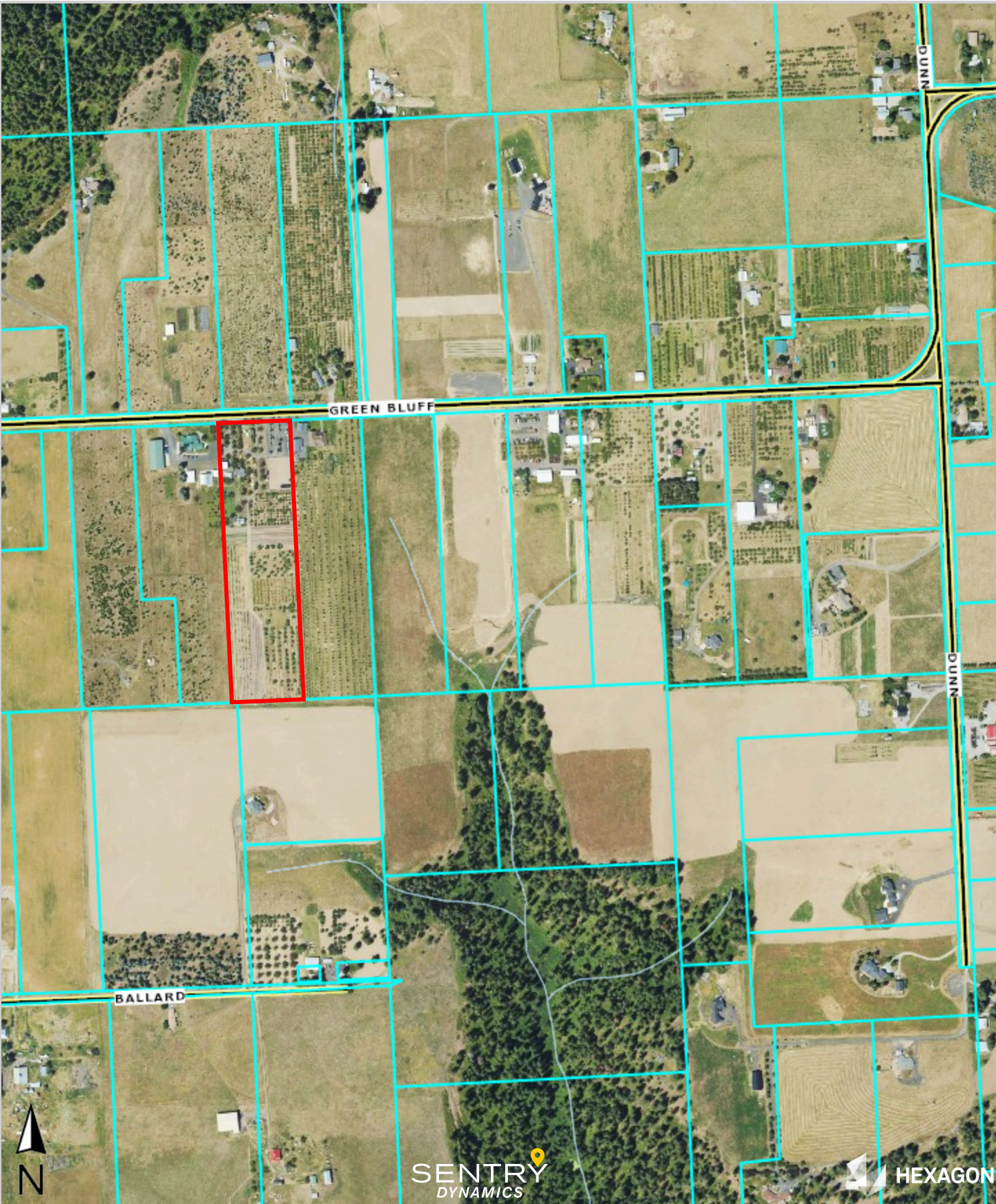
We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane 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).









 **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.

**BEFORE THE  
WASHINGTON STATE BOUNDARY REVIEW BOARD  
FOR SPOKANE COUNTY**

In the Matter of

WHITWORTH WATER DISTRICT NO. 2  
WATER EXTENSION  
(GREEN BLUFF AREA)

FILE No. 395-90

RESOLUTION AND HEARING  
DECISION

**PROPOSAL**

A Notice of Intention submitted by Whitworth Water District No. 2 was filed with the Boundary Review Board on November 30, 1990. The District proposed to extend domestic water service outside of its corporate limits to an area of approximately 6,240 acres in the Green Bluff area. Property owners of the area have formed the Green Bluff Water Association to be served as a single customer of the Whitworth Water District. The Green Bluff Water Association would install and maintain facilities to connect to the Whitworth system at Lowe and Day-Mt. Spokane Roads. Whitworth would sell the Green Bluff Water Association wholesale water. The Green Bluff Water Association would be limited to one hundred connections.

The area as originally proposed was legally described as the east half of Section 24, the northeast quarter and the north half of the southeast quarter all in Section 25, all in T27, R43EWM and all of Sections 16, 17, 18, 19, 20, 21, 28, 29, and 30, all in T27N, R44EWM. A complete legal description and map of the modified and approved proposal are included in Exhibit A.

**RESOLUTION**

WHEREAS, the Boundary Review Board invoked jurisdiction in this matter pursuant to RCW 36.93.100 (1) on December 10, 1990 and set a hearing date for January 14, 1991;

WHEREAS, public notice procedures pursuant to RCW 36.93.160 were carried out: notice to affected jurisdictions thirty days prior to the public hearing, publication of legal notices in the Spokane Chronicle three times prior but not later than five days before the hearing and posting of notices in at least ten places in the proposed area and other public places;

WHEREAS, letters regarding the proposal were received from the State Department of Health and the Spokane County Planning Department;

WHEREAS, a public hearing was held on January 14, 1991 at 1:30 PM in the second floor hearing room of the Broadway Center Building, 721 North Jefferson Street, Spokane and all proceedings were tape recorded;



WHEREAS, the Board Planner administered an oath to those planning to testify, presented a staff report on the proposal, read portions of written testimony prepared by Tom Kingen, attorney for the Green Bluff Water Association, and introduced the proponent of the project, Tom Haggarty, Consulting Engineer, Whitworth Water District No. 2;

WHEREAS, Mr. Haggarty presented the proposal of the Whitworth Water District to extend water lines to the Green Bluff area to the Boundary Review Board and responded to questions of the Board;

WHEREAS, public testimony was given by:

1. Elizabeth Graham, 10927 East Haliday, Colbert
2. Bob Panther, Green Bluff Water Association, 19510 North Sands Road, Colbert
3. Dick Laws, Green Bluff Water Association, 17308 North Day/Mt. Spokane Road
4. Roger Smith, Green Bluff Water Association, 17411 North Dunn Road, Colbert
5. Pat Frankovic, Spokane County Planning Department
6. Bill Dobratz, Spokane County Utility Department

WHEREAS, the Boundary Review Board considered all testimony and after questions to those giving testimony and discussion, voted four (4) in favor and (0) against to modify and approve the proposal and directed its Planner to compose a written hearing decision for adoption by the Board;

WHEREAS, the Boundary Review Board is entering its written decision concerning this matter, pursuant to RCW 36.93.160 (4), and is adopting and filing its decision with the Board of County Commissioners and the Clerk of each governmental unit directly affected within forty days after the conclusion of the final hearing.

## HEARING DECISION

**BRB 395-90: Proposed Permanent Extension of Water Service by Whitworth Water District No. 2 to 6,240 acres outside of its Corporate Limits in the Green Bluff area** is hereby MODIFIED AND APPROVED by the Washington State Boundary Review Board for Spokane County. The Boundary Review Board modified the proposal by limiting water service to approximately 1,460 acres in the Green Bluff area 1000 feet in any direction from the proposed water line and limiting the number of domestic connections to a maximum of one hundred. A complete legal description and map of the modified and approved proposal are included in Exhibit A.

This action is based upon the following findings pursuant to RCW 36.93.170, "Factors to be considered by the Board" and RCW 36.93.180, "Objectives of the Boundary Review Board".

## **FACTORS CONSIDERED BY THE BOARD**

### **•Population density**

The area originally proposed to be served as a part of the Green Bluff Water Association was an approximately ten square mile area designated Rural by the Spokane County Comprehensive Plan. This designation permits a density of one residence for every ten acres. The County Planning Department estimated that the existing density is about one residence per ten acres.

The Board was concerned that the density of the area not be increased because of the extension of public water service to the area and therefore modified the proposal to limit service to property only within 1000 feet of the proposed water lines.

### **•Land area and uses**

The area is predominantly agricultural with scattered residences. The Board determined this to be a factor in its decision. The rural nature of the area is intended to be protected by limiting the proposed water system to one hundred connections within 1000 feet of the proposed water line.

### **•Comprehensive plans and zoning**

The Spokane County zone designations for the area are: Agricultural and Agricultural Suburban. The Spokane County Comprehensive Plan identifies the area as Rural. The Coordinated Water System Plan designates the proposed area as unclaimed and not within the future service area of the Whitworth Water District.

The County Planning Department was concerned that the integrity of the Comprehensive Plan not be compromised by allowing the extension of utilities to lead development. The Board determined that this was a factor in its decision. The restriction of the contract between Whitworth and the Association limiting connections to one hundred and the design of the water lines allowing a supply to serve only one hundred residences together with the Board's decision ensured that the Comprehensive Plan would be followed.

### **•Per capita assessed valuation**

The assessed valuation of the approximately ten square mile area is \$47,362,000. The Board did not consider this a factor in its decision because the proposed water system extension will be financed by the individual property owners connecting to the system at a cost ranging from approximately \$13,600 for 60 connections to approximately \$8,600 for 100 connections. There will be no cost to residents of the area not connecting to the water system.

**•Topography, natural boundaries and drainage basins, proximity to other populated areas**

The topography consists of a plateau or bluff surrounded from other areas by hilly terrain. The water system is proposed to serve the bluff area only. Property not on the bluff could not be served by the Green Bluff Water Association.

The Board heard testimony from residents included in the original proposal that they could not receive water from the Green Bluff Water Association and due to the language of the Wholesale Water Agreement between Whitworth and the Association, they also could not be served by Whitworth. The residents felt that if they could not take advantage of the proposed system that they should not be precluded from receiving water from other sources and asked that the Board remove the territory not physically able to be served by the Association from the proposal.

Based upon this testimony and other discussion, the Board limited the proposed water system to an area within one thousand feet of the proposed water lines.

**•The existence and preservation of prime agricultural soils and productive agricultural uses**

The Green Bluff area is an agricultural area with many fruit tree orchards. More water may be available for the irrigation of agricultural lands if the domestic water was supplied by Whitworth to the Green Bluff Water Association. The Board limited the water system to within 1000 feet of the proposed water lines to protect the rural nature of the area and hence the preservation of prime agricultural land and uses.

**•The likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years**

The proposed area is estimated to grow slowly during the next ten years. Growth will be restricted by the ten-acre minimum lot size called for in the Spokane County Comprehensive Plan. Testimony was heard by the Board from the County Planning Department regarding the pressure for growth if a water system is approved. County planner Pat Frankovic stated that the County can support the proposal because there is a need for a reliable source of water to existing residences, and the design of the system and the wording in the contract limit the number of parcels to one hundred connections.

The unincorporated areas of the County adjacent to the proposed area are also estimated to grow slowly during the next ten years.

The Board concurred that given the restrictions of the number of connections allowed and the design of the system, growth to the area would continue at a slow rate and that the extension of water lines would not encourage excessive growth to the area inconsistent with the County Comprehensive Plan.

**•Location and most desirable future location of community facilities.**

The Board did not consider this a factor in their decision.

**•Need for municipal services**

In written testimony, Tom Kingen, attorney for the Green Bluff Water Association, stated that because of the use of groundwater for irrigation, "in the last two or three years individual property owners have experienced a lack of water or significantly reduced quantities necessitating bringing in bottled water or other bulk water to serve their individual needs."

The proposed area is not within the future service area of the Whitworth Water District as designated by the Coordinated Water System Plan (CWSP). Property owners in the Green Bluff area have been trying for several years to develop a reliable source of water for the area. At this point, the Whitworth Water District is the only entity able to provide this water. Recently Whitworth extended a water line and built a reservoir within two miles of Green Bluff which made the ability to serve Green Bluff more reasonable.

The Board determined that water service was needed in the proposed area and would be best served by the Green Bluff Water Association through a Wholesale Water Agreement with the Whitworth Water District..

**•Effect of ordinances, governmental codes, regulations and resolutions on existing services**

The proposed area is not within the future water service area of the Whitworth Water District as designated by the Coordinated Water Service System Plan. Bill Dobratz, Director of the County Utilities Department, testified that the Green Bluff Water Association would be a private water purveyor and not have a defined future service area but would be required to follow the guidelines of the CWSP.

The Board accepted Mr. Dobratz' testimony that any further extension of the system would be filed with and reviewed by the Board.

**•Present cost and adequacy of governmental services and controls in the area**

The area is not currently served by any water purveyor. Up to one hundred properties within the area requesting service connections will be charged based on rates and fees established by the Green Bluff Water Association.

**•Prospects of governmental services from other sources**

At this time, no other water district is adjacent to the proposed area or could possibly serve the area. The Green Bluff Water Association could drill a well and supply its own water but due to the inconsistent nature of the water table this was not deemed feasible.

The Board considered this a factor in its decision and agreed that the area could best be served with a Wholesale Water Agreement between the Whitworth Water District and the Green Bluff Water Association.

**•Probable future needs for such services and controls**

Water service is needed in the area to protect the water table and allow the existing residents a reliable supply of water. If expansion of or addition to the system becomes feasible at a later date, extensions to the system would be filed with and reviewed by the Boundary Review Board.

**•Probable effect of proposal or alternative on cost and adequacy of services and controls in area and adjacent area**

The Board considered this a factor in its decision because the proposed water system extension will be financed by the individual property owners connecting to the system at a cost ranging from approximately \$13,600 for 60 connections to approximately \$8,600 for 100 connections. There will be no cost to residents of the area not connecting to the water system.

**•The effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units**

In order to describe the contractual obligations, Mr. Kingen entered four legal documents into the record as written testimony. They are summarized as follows:

1) Articles of Incorporation of the Green Bluff Water Association - June 14, 1990  
Limits the number of shareholders to one hundred, based on the capacity of the proposed system; a person must own land within the service area of the Association to purchase a share; and only one share of stock must be purchased for each connection for each person.

2) By-laws of the Green Bluff Water Association  
Only one connection per dwelling unit.

3) Wholesale Water Agreement between Whitworth Water District and Green Bluff Water Association

Whitworth will supply up to an average of 380,000 gallons per day; the contract terminates in forty years; Green Bluff will install and maintain facilities to connect to Whitworth's 18 inch main; the Green Bluff service area shall be the geographical area designated by the Boundary Review Board; Whitworth agrees not to provide service within this area; Green Bluff agrees not to provide service outside of its designated service area.

4) Water Users Agreement between the Green Bluff Water Association and individual property owners.

The water user is a full time resident of Washington and owns property within the service area of Green Bluff; Green Bluff may shut off water to a user who allows a connection or extension for the purpose of supplying another user; each connection fee will entitle the user to one residential/commercial connection; water shall not be resold.

The Board determined that this was a factor in its decision and eliminated the area that could not be served by Whitworth through Green Bluff in the designated service area or to property within 1000 feet of the proposed water lines.

- The effect of the proposal or alternative on adjacent areas, on mutual economic and social interests, and on the local government structure of the county.

The Board did not consider this a factor in the extension of water service.

## **OBJECTIVES OF THE BOUNDARY REVIEW BOARD**

- Preservation of natural neighborhoods and communities**

Because of the geographical feature of the bluff, Green Bluff is an easily recognizable community. In modifying the proposal, the Board hoped to achieve the objective of preserving this rural community.

- Use of physical boundaries, including but not limited to bodies of water, highways and land contours.**

The land contours were used by the Green Bluff Water Association in determining the properties that the proposed system would serve. The Board in its decision, met this objective by limiting water service from the water lines to an area of 1000 feet from the water lines, most of which is located on the top of the bluff.

- Creation and preservation of logical services.**

According to the Coordinated Water System Plan, the Green Bluff Water Association would be a private water purveyor and not have a designated future service area. The Board in its decision created a service area for the Green Bluff Water Association and limited it to properties on top of the bluff within 1000 feet of the proposed water lines.

- Prevention of abnormally irregular boundaries.**

This objective was deemed to be not applicable by the Board

- Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas**

This objective was deemed to be not applicable by the Board.

- Dissolution of inactive special purpose districts**

This objective was deemed to be not applicable by the Board.

- Adjustment of impractical boundaries**

This objective was deemed to be not applicable by the Board.

- Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character**

This objective was deemed to be not applicable by the Board.



•Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

The area proposed for water service is designated as Rural in the Spokane County Comprehensive Plan. In reviewing contracts between Whitworth and the Association that limit users to one hundred connections and the design capacity of the proposed water lines to only one hundred users and in limiting the service are to within 1000 feet of the water lines, the Board's decision meets this objective.

THEREFORE BE IT RESOLVED BY THE WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SPOKANE COUNTY that based upon the record, testimony and exhibits In File No. 395-90 and the above findings and conclusions, the proposed extension of water by the Whitworth Water District No. 2 to the Green Bluff area is hereby APPROVED AND MODIFIED by limiting water service to approximately 1,460 acres in the Green Bluff area 1000 feet in any direction from the proposed water line and limiting the number of domestic connections to a maximum of one hundred. This Resolution and Hearing Decision is also being submitted to the Whitworth Water District No. 2 for final action as deemed appropriate by its statutes.

ADOPTED BY THE WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SPOKANE COUNTY by a vote of three (3) in favor and (0) against on this 11th day of February, 1991, and signed by me in authentication of its adoption on said date.

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SPOKANE COUNTY

Sue Delucchi

Sue Delucchi, Chair

ATTESTED TO and filed by me on this 14th day of February, 1991.

Susan M. Winchell

Susan M. Winchell, Planner

RECEIVED  
FILED OR RECORDED

REQUEST OF Boundary Rev.

FEB 14 1 22 PM '91

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE, COUNTY, WASH.

*Interoffice*

*TP.* XXX



4640947  
Page: 1 of 2  
10/11/2001 02:01P  
Spokane Co WA

4628303  
Page: 1 of 2  
09/04/2001 04:01P  
Spokane Co. WA

**FILED BY:**

Spokane County Planning  
1026 W. Broadway  
Spokane, WA 99260  
(509) 456-2205

**TITLE NOTICE**

Spokane County Zoning Code  
Section 14.640.220

File Number : GAE-4-01

**AFFIDAVIT FOR ACCESSORY RESIDENTIAL USE IN THE  
GENERAL AGRICULTURAL (GA) ZONE**

This is an agreement with limitations and conditions regarding an Accessory Residential Use (second dwelling) authorized by Spokane County for the below described property.

STATE OF WASHINGTON )

COUNTY OF SPOKANE )

ss:

Allen Hockaba

Allen Hockaba (print name) being duly sworn  
on oath deposes and says:

I am (we are) a citizen(s) of the United States of America and a resident(s) of the State of Washington over the past 8 years. I am (we are) owner(s) of the below described property and am (are) executing this affidavit to make the following statements.

That on the 11th day of Aug, 2001, I (we) personally have read and do understand the limits and restrictions for placement of one accessory single family dwelling under the General Agricultural (GA) standards listed in Section 14.640.220, Accessory Uses, of the Spokane County Zoning Code.

I (we) do meet the following standards:

- The below described parcel is ten acres or greater in size;
- The dwelling will be occupied by persons engaged in the ownership and/or operation of the farm(s); or
- The dwelling will be occupied by a retiring owner who has been engaged in the operation of the farm for at least five (5) years; and
- No division of land for the purpose of sale, lease or transfer is involved.

That the above standards apply to parcel number 19743-9021 Tract A  
legally described as:

W 1/3 OF E 1/4 OF NE 1/4 OF SW 1/4

Re recording to add file #



SPOKANE CO. PLANNING

N

SQ. NO.

4640947

Page: 2 of 2  
10/11/2001 02:01P  
Spokane Co. WA

4628303

Page: 2 of 2  
09/04/2001 04:01P  
Spokane Co. WA

TITLE NOTICE - Accessory Residence in GA Zone, 14.640.220

Page 2

Furthermore, that I (we) understand the proposed accessory dwelling is not intended as a rental unit nor to imply that the above described parcel may be further subdivided unless consistent with the Spokane County Zoning Code, the Spokane County Subdivision Ordinance, the Spokane County Short Plat Ordinance and/or other subdivision regulations, as each may be adopted or amended.

I, L. Lee Huskabe (print name), swear under penalty of perjury\* that the above responses are made truthfully and to the best of my knowledge. I also agree to furnish any further documentation that may be required by Spokane County. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, Spokane County may withdraw any approval that it might issue in reliance on this application.

Signed: L. Lee HuskabeDate: 8-31-01Address: 2802 E Greenleaf Rd  
Colbert WA

**PERJURY\*** Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five (5) years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

SUBSCRIBED AND SWORN to before me this 31 day of August, 2001

Dawn A. Baxter

Notary Public in and for the State of Washington

Residing at: SpokaneMy commission expires: 9/7/2003

THE TERMS OF THIS TITLE NOTICE SHALL RUN WITH THE LAND AND APPLY TO THE APPLICANT, OWNERS, HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST.

RELEASE OF THIS TITLE NOTICE CAN ONLY BE ACCOMPLISHED BY THE AUTHORITY OF SPOKANE COUNTY PLANNING OR SUCCESSOR BY RECORDING A "TITLE NOTICE EXTINGUISHMENT" BASE UPON FINDINGS THAT SUPPORT THE RELEASE.

# RECORD OF SURVEY

## PORTION OF SW1/4 OF SECTION 19, T27N, R44E, W.M.

### SPOKANE COUNTY, WASHINGTON

4459400  
AUDITOR'S CERTIFICATE  
FILED FOR RECORD THIS 29<sup>TH</sup> DAY OF  
FEB 2000 AT 4:46 P.M. IN  
BOOK 41 OF SPOKANE AT  
PAGE 44 AT THE REQUEST OF  
RAMER & ASSOCIATES, L.L.C.  
BY: *J. Palmer Denny*  
SPOKANE COUNTY AUDITOR

#### NEW LEGAL DESCRIPTION

All the real property situated in the SW1/4 of Section 19, T27N, R44E, W.M., Spokane County, Washington, more particularly described as follows:

#### TRACT "A"

The E1/2 of the W1/2 of the NE1/4 of the SW1/4 of said Section 19;

EXCEPT County road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said tract embraces 10.0172 acres, more or less.

#### TRACT "B"

The W1/2 of the E1/2 of the NE1/4 of the SW1/4 of said Section 19;

EXCEPT County road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said tract embraces 10.0301 acres, more or less.

#### DEED OR RECORD

West two-thirds (2/3) of the East three-quarters (3/4) of the Northeast one-quarter (1/4) of the Southwest one quarter (1/4) and all fixtures thereon, including but not limited to Model 977 Buddy Mobile Home, Serial #0494-0803X. All in Section 19, Township 27, Range 44, E.M., oil in Spokane County.

#### PURPOSE OF SURVEY

**BASIS OF BEARINGS**  
N0°35'44"W NORTH-SOUTH CENTERLINE  
SECTION AS PER R.O.S. BOOK 57,  
PAGE 53.

#### NOTE:

THIS BOUNDARY LINE ADJUSTMENT IS NOT A LEGAL SEGREGATION UNTIL COUNTY PLANNING AND ASSESSOR REQUIREMENTS ARE COMPLETED.

#### SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF *Allen Huckaba*

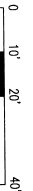
2000.

*Lawrence E. Benson, L.S. #18076*



**Ramer & Associates, P.C.**  
C.N.L. ENGINEERS AND LAND SURVEYORS  
14 W. GRAVES ROAD, SPOKANE, WASHINGTON 99218 (509) 467-5261

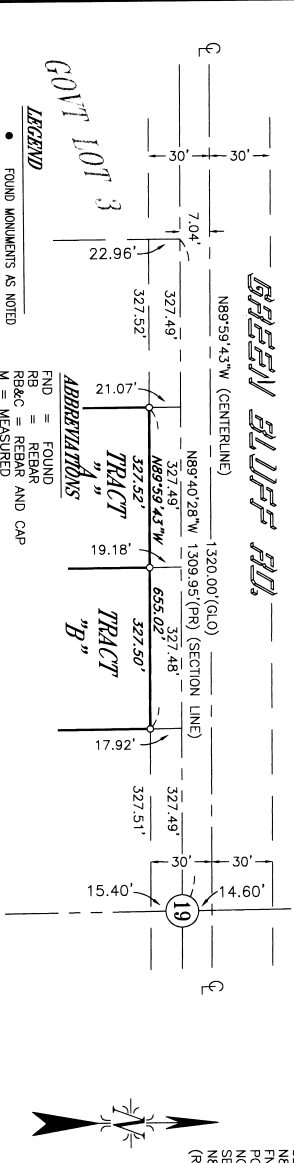
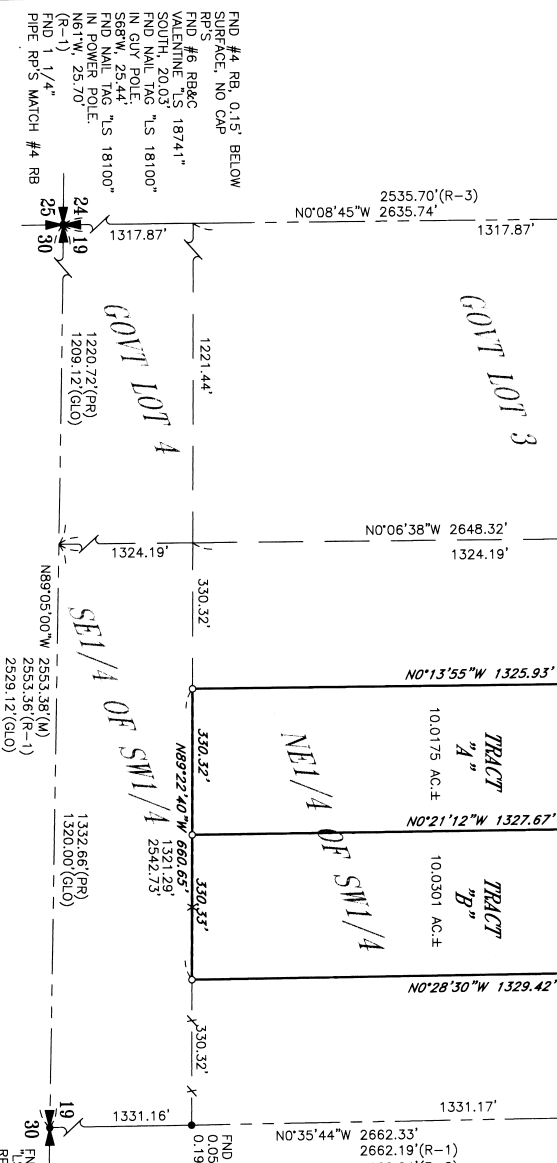
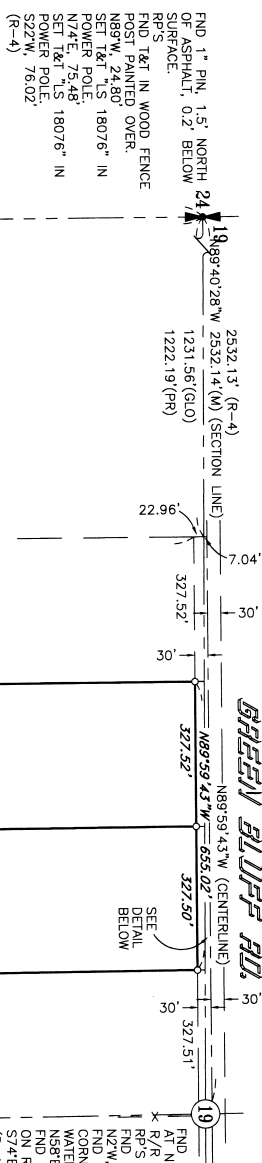
**ALLEN HUCKABA**  
8022 E. GREEN BLUFF RD.  
COLBERT, WA 99005



S19127N, R44E


DATE: 2/16/00  
SCALE: 1"=200'  
DRAWN BY: WH  
CHECKED BY: LEB  
FIELD BOOK: LL

PROJECT NO.  
00016  
SHEET 1 OF 1



#### LEGEND

- FOUND MONUMENTS AS NOTED
- SET 3/8\"/>

- SECTION CORNER
- 1/4 SECTION
- CENTER SECTION

- FOUND
- REBAR
- REBAR W/ CAP
- MEASURED
- GOVERNMENT LAND OFFICE
- TAG & TACK
- R.O.S. BOOK 57, PAGE 53.
- R.O.S. BOOK 71, PAGE 74.
- R.O.S. BOOK 68, PAGE 98.
- R.O.S. BOOK 43, PAGE 41.
- UNRECORDED SURVEY
- SARCENT, MAY 1967.

#### EQUIPMENT & PROCEDURES

THE SURVEY PERFORMED HEREON WAS BY USE OF A SECOND THEODOLITE, DISTANCE MEASUREMENT, AND PLUMB BOBS. THE PROCEDURE WAS BY FIELD TRANSIT. CLOSURE WAS WITHIN LEAD LIMITS.

q1144