

## WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027511 **Liability:** \$1,680.00 \$ 400.00 Fee:

Order No.: 25-40775-VTE Dated: August 4, 2025

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

## **GUARANTEES**

## **Spokane County Treasurer**

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

GUARAN

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

rederick H. Eppinger President and CEO

David Hisey

Secretary

## **GUARANTEE CONDITIONS AND STIPULATIONS**

- 1. **Definition of Terms** The following terms when used in this Guarantee mean:
  - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
  - (b) "public records": those records which impart constructive notice of matters relating to said land;
  - (c) "date": the effective date;
  - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
  - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- 2. Exclusions from Coverage of this Guarantee The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
  - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

## 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
- 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.

Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

Page 2 of 2 for Policy Number: G-6328-000027511 Agent ID: 470144

## LITIGATION GUARANTEE

## Issued by STEWART TITLE GUARANTY COMPANY

a corporation, herein called the Company

## **SCHEDULE A**

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40775-VTE

Date of Guarantee: August 4, 2025

Guarantee No.: 000027511

Premium: \$400.00

Amount of Liability: \$1,680.00 Sales Tax: \$36.40

Total: \$436.4

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:
Genesis 12 LLC, a voluntarily dissolved Washington Limited Liability Company, who acquired title by Deed recorded May 29, 2020 under Auditor's file number 6924907

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: 25-40775-VTE Guarantee No.: 000027511

## GENERAL EXCEPTIONS FROM COVERAGE

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

Superior Court Cause No.: 25-2-01607-32 Being an action for: Tax Lien Foreclosure

Plaintiff: Spokane County, a Political Subdivision of the State of Washington

Defendant: Genesis 12 LLC

Attorney for Plaintiff: Lawrence Haskell

Telephone No.: 509-477-5764

- 13. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
- 14. Terms and conditions of survey recorded March 28, 2024 under Recording Number 7340672 in the official records.

## **End of Special Exception**

Order Number: 25-40775-VTE Guarantee No.: 000027511

## **INFORMATIONAL NOTES**

- 1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:
- 2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review Spokane Valley News Herald Cheney Free Press

## **EXHIBIT A**

Order Number: 25-40775-VTE Guarantee No.: 000027511

## PROPERTY DESCRIPTION:

That portion of the Northeast Quarter of Section 33, Township 27 North, Range 44 East, W.M., in Spokane County, Washington, described as follows:

Beginning at a point 78 rods North of the Southeast corner of the Northeast Quarter of Section 33;

Thence running in a Northwesterly direction, a distance of 1 1/2 rods to a point, said line to run at such an angle from the East line of said Section 33, as will make the last mentioned point exactly 1 rod due West from the East line of said Section 33;

Thence due North 8 rods to a point;

Thence in a Northwesterly direction about 3 rods to a point on the South line of the County Road, which point is 40 feet Southwesterly along the South line of the County Road from the intersection of said line of the County Road and the East line of said Section 33; Thence in a Northeasterly direction along the South line of said County Road, 40 feet to the intersection of the South line of said County Road and the East line of said Section;

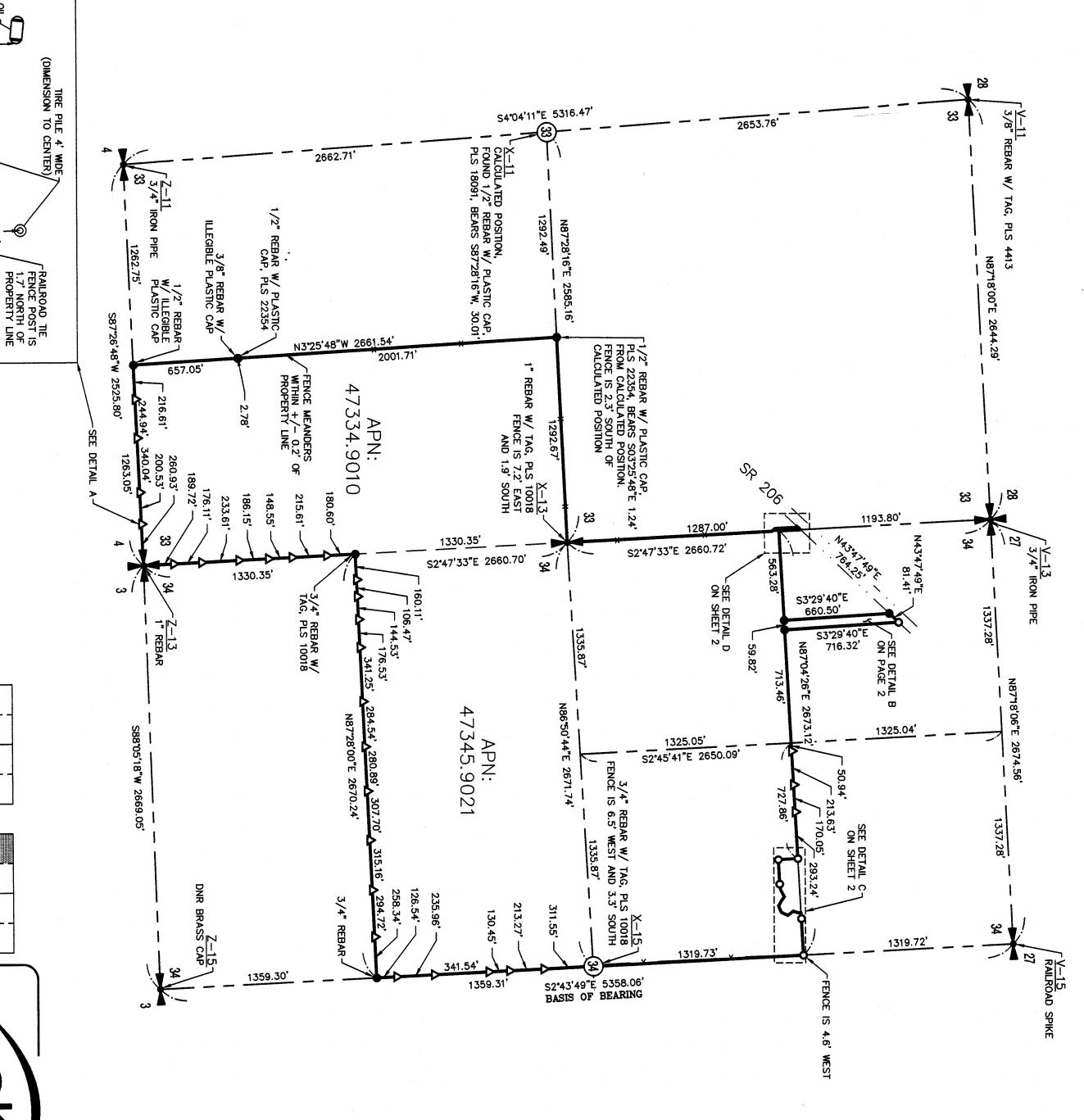
Thence South along the East line of said Section to the Point of Beginning;

Situate in the County of Spokane, State of Washington.

Parcel No.: 47331.9001



A PORTION OF THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 33, AND THE NW 1/4 OF THE NW 1/4, AND THE SW 1/4 OF THE NW 1/4, AND THE SE 1/4 OF THE NW 1/4, AND THE NW 1/4 OF THE SW 1/4, AND THE NE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., SPOKANE COUNTY, WASHINGTON



## AUDITORS CERTIFICATE

7340672

203/25

FILED FOR RECORD THIS 26 DAY OF MAR 2024 AT 39 MINUTES PAST 11 O'CLOCK AM; AND RECORDED IN BOOK 103 OF SURVEYS AT PAGES 25-16, RECORDS OF SPOKANE COUNTY, WASHINGTON, AT THE REQUEST OF STORHAUG ENGINEERING.



## BASIS OF BEARING:

A BEARING OF S02°43'49"E WAS ASSUMED ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 34, AS SHOWN HEREON.

## SURVEYOR'S NOTES:

- THIS DRAWING DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OF RECORD, PRESCRIPTIVE EASEMENTS, OR PHYSICAL FEATURES OF THE PROPERTY.
- THE LEGAL DESCRIPTION PER STATUTORY WARRANTY DEED AFN 6924907 DESCRIBES THE BOUNDARY OF PARCEL 47345.9021 BEING ALONG THE "APPROXIMATE THREAD OF A CREEK AS IT NOW EXISTS". I INTERPRETED THIS TO MEAN THE BOUNDARY IS ALONG THREAD OF THE CREEK AS IT EXISTED AT THE TIME THE ORIGINAL CONVEYANCE WAS WRITTEN, AND NOT ALONG THE CURRENT THREAD. THE CURRENT CREEK CENTERLINE, AS ALONG THE CURRENT THREAD. THE CURRENT HEREON FOR REFERENCE.

# PROCEDURES & EQUIPMENT:

PER WAC 332-130-090, FIELD TRAVERSE PROCEDURES FOR LAND BOUNDARY SURVEYS WERE UTILIZED AND THE STANDARDS SET FORTH THEREIN WERE MET OR EXCEEDED.

PER WAC 332-130-100, EQUIPMENT AND PROCEDURES. AN ANNUALLY CALIBRATED LEICA TCRP 1205 ROBOTIC TOTAL STATION WAS UTILIZED IN THE FIELD TRAVERSE PROCEDURES.

# PURPOSE OF SURVEY:

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE BOUNDARY OF TPARCELS, AS SHOWN HEREON.

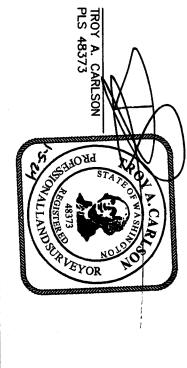
		×					<b>&gt;</b>	0	•
GRAVEL	CREEK CENTERLINE AS LOCATED IN OCTOBER 2023 (SEE SURVEYOR NOTE 2)	FENCE	RIGHT-OF-WAY LINE	SECTIONAL LINE	EXISTING PROPERTY LINE	SUBJECT PARCEL BOUNDARY	SET LATH ON PROPERTY LINE, PLS 48373	SET 1/2" REBAR W/ PLASTIC CAP, PLS 48373	LEGEND FOUND 3/8" REBAR W/ PLASTIC CAP, PLS 10018, UNLESS NOTED

# 500 0 250 500

( IN FEET ) 1 inch = 500 ft. GRAPHIC SCALE

## SURVEYOR'S 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 GENESIS 12 LLC.



landscape architecture surveying  510 east third avenue   spokane, wa   99202 p 509.242.1000	civil engineering planning	Storhäug
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23-303-ROS.dwg 18x24 ROS PG1

OUT BUILDING

 $\frac{\text{DETAIL A}}{1" = 20'}$ 

SEC.33,

T.27N, R.44E.,

T.27N, R.44E., W.M.

PROJECT NUMBER	23-303	FIELD BOOK	01/04/2023	DAIR
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	PROJECT DRAWING NO.	-303	-303	023

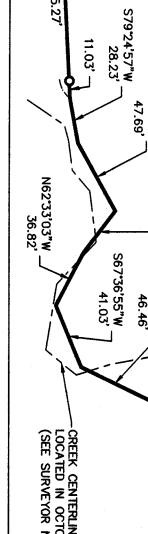
AND A PORTION OF THE NE 1/4 OF THE SE THE NW 1/4 OF THE NW 1/4, AND THE AND THE NW 1/4 OF THE SW 1/4, TOWNSHIP 27 NORTH, RANGE AND THE SW 1/4, AND WS AND THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4, AND THE THE NE 1/4 OF THE SW 1/4 ST, W.M., SPOKANE COUNTY, V SE 1/4 OF SECTION 33,
THE SE 1/4 OF THE NW 1/4,
1/4 OF SECTION 34,
Y, WASHINGTON

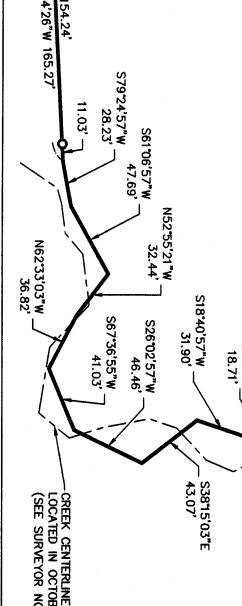
## AUDITORS CERTIFICATE

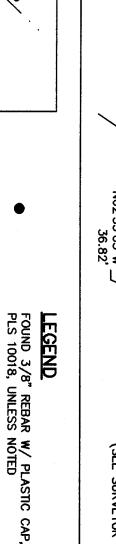
FILED FOR RECORD THIS 28 DAY OF MAR 2024 AT 39 MINUTES PAST 11 O'CLOCK AM; AND RECORDED IN BOOK 202 OF SURVEYS AT PAGES 25-26, RECORDS OF SPOKANE COUNTY, WASHINGTON, AT THE REQUEST OF STORHAUG ENGINEERING.

# SPOKANE COUNTY AUDITOR OR DEPUTY

## DETAIL C 1" = 60' CREEK DETAIL N2°55'34"W 122.95' 154.24° S87°04'26"W 165.27 S79°24'57"W 28.23' N87"04"26"E 2673.12" 11.03' -S61°06'57"W 47.69' 341.91 N62\*33'03"W 36.82 S18\*40'57"W 31.90' S67\*36'55"W 41.03' S26\*02\*57\*W 46.46\* S0"32'00"W 18.71' S3815'03"E 43.07' **- 37.03** CREEK CENTERLINE AS LOCATED IN OCTOBER 2023 (SEE SURVEYOR NOTE 2)







FENCE RIGHT-OF-WAY LINE EXISTING PROPERTY LINE SECTIONAL LINE SUBJECT PARCEL BOUNDARY

SET LATH ON PROPERTY LINE, PLS 48373

SET 1/2" REBAR W/ PLASTIC CAP, PLS 48373

GRAVEL CREEK CENTERLINE AS LOCATED IN OCTOBER 2023 (SEE SURVEYOR NOTE 2)

# SURVEY REFERENCES:

9.5

(R1) RECORD OF SURVEY, BOOK 12 OF SURVEYS, PAGE 56

(R2) RECORD OF SURVEY, BOOK 12 OF SURVEYS, PAGE 86

(R3) RECORD OF SURVEY, BOOK 19 OF SURVEYS, PAGE 7

(R4) RECORD OF SURVEY, BOOK 26 OF SURVEYS, PAGE 22

(R5) RECORD OF SURVEY, BOOK 89 OF SURVEYS, PAGE 40

(R6) RECORD OF SURVEY, BOOK 121 OF SURVEYS, PAGE 76

N87'04'26"E 2673.12' 563.28'

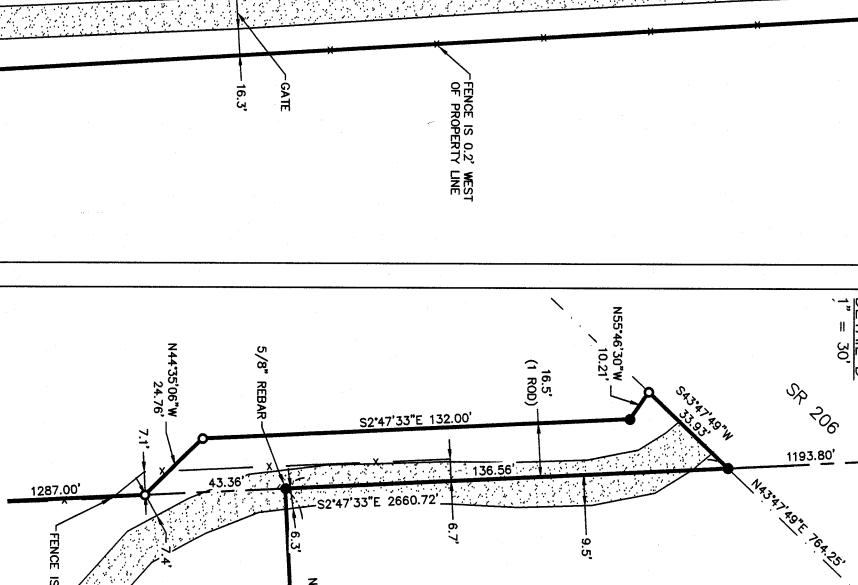
(R7) RECORD OF SURVEY, BOOK 141 OF SURVEYS, PAGE 79

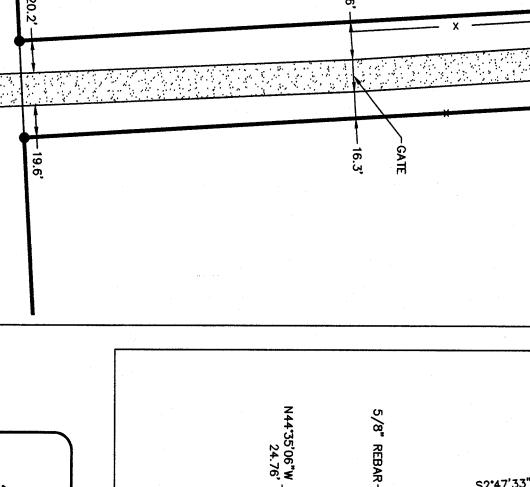
(R8) RECORD OF SURVEY, BOOK 155 OF SURVEYS, PAGE 8

(R9) RECORD OF SURVEY, BOOK 158 OF SURVEYS, PAGE 66



-FENCE IS 0.6' EAST





THENCE SOUTH 880 57'  $29\text{\r{m}}$  West, along said line 60.00 feet to the point of Beginning.

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 10 36' EAST, 716.66 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH 450 40' 52" EAST, ALONG SAID LINE 81.66 FEET;

THENCE FROM SAID POINT OF BEGINNING NORTH 10 36' WEST, 660.68 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MT. SPOKANE PARK DRIVE;

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FROM WHICH POINT THE SOUTHWESTERLY CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER BEARS SOUTH 880 57' 29" WEST, 563.21 FEET;

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON.

THENCE NORTH 10 02 31" WEST 122.95 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID CREEK SOUTH 880 57' 29" WEST PARALLEL WITH SAID NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST HALF, A DISTANCE FEET;

윾

165.27

FENCE

OF PROPERTY LINE

THENCE GENERALLY SOUTHERLY AND WESTERLY ALONG SAID APPROXIMATE THREAD OF CREEK THE FOLLOWING NINE COURSES:
SOUTH 20 25' 03" WEST 18.71 FEET,
SOUTH 200 34' WEST 31.90 FEET,
SOUTH 360 22" EAST 43.07 FEET,
SOUTH 270 56' WEST, 46.46 FEET,
SOUTH 690 29' 58" WEST 41.03 FEET,
NORTH 690 40' WEST, 36.82 FEET,
NORTH 510 01' 56" WEST, 32.15 FEET,
SOUTH 630 00' WEST, 47.69 FEET,
SOUTH 810 18' WEST, 47.69 FEET,

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER FROM WHICH POINT THE NORTHWESTERLY CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER BEARS SOUTH 880 57' 29" WEST 2064.42 FEET;

EXCEPT ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 27 NORTH, RANGE 14 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE LINES OF EXISTING PUBLIC ROADS OR HIGHWAYS.

14.2

 $\frac{\text{DETAIL D}}{1" = 30'}$ 

1193.80

GATE

TOGETHER WITH THE SOUTH HALF OF THE NORTHWEST QUARTER,

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID COUNTY ROAD, 40 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID COUNTY ROAD AND THE EAST LINE OF SAID SECTION;

THENCE IN A NORTHWESTERLY DIRECTION ABOUT 3 RODS TO A POINT IN THE SOUTH LINE OF THE COUNTY ROAD WHICH POINT IS 40 FEET SOUTHWESTERLY ALONG THE SOUTH LINE OF THE COUNTY ROAD FROM THE INTERSECTION OF SAID LINE OF THE COUNTY ROAD AND THE EAST LINE OF SAID SECTION 33;

THENCE DUE NORTH 8 RODS, TO A POINT;

RUNNING THENCE IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 11/2 RODS TO A POINT, SAID LINE TO RUN AT SUCH AN ANGLE FROM THE EAST LINE OF SAID SECTION 33, AS WILL MAKE THE LAST MENTIONED POINT EXACTLY 1 ROD DUE WEST FROM THE EAST LINE OF SAID SECTION 33;

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

 $\frac{\text{DETAIL B}}{1" = 60'}$ 

727.86

LEGAL DESCRIPTION:

BEGINNING AT A POINT 78 RODS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 44 EAST W.M., IN SPOKANE COUNTY, WASHINGTON;

THENCE FROM SAID POINT OF BEGINNING NORTH 880 57' 29" EAST, ALONG SAID LINE, 341.91 FEET TO THE APPROXIMATE THREAD OF A CREEK AS IT NOW EXISTS;

TOGETHER WITH THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR ROAD ONE ROD WIDE DESCRIBED AS FOLLOWS:

# civil engineering planning

23-303-ROS.dwg

PER STATUTORY WARRANTY DEED AFN 6924907

THENCE IN AN EASTERLY DIRECTION TO THE POINT OF INTERSECTION WITH THE WEST LINE OF EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33, THE LATTER POINT OF INTERSECTION BEING APPROXIMATELY 1 ROD SOUTH OF THE NORTH-WEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, AS DISCLOSED BY DEED DATED APRIL 11, 1924, RECORDED IN VOLUME 406 OF DEEDS, PAGE 349.

COMMENCING, AT A POINT ON THE ESTABLISHED COUNTY ROAD ACROSS THE WEST HALF OF SECTION 33, TOWNSHIP 27 NORTH, RANGE 44 EAST, W.M., 1.5 RODS SOUTH OF THE INTERSECTING POINT OF SAID COUNTY ROAD WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

18x24 ROS PG2

PROJECT	23-303	FIELD BOOK	01/04/2023	DATE
DRAWING NO.	JRB	DRAWN	AS NOTED	SCALE

23-303

2

9

2

## landscape architecture surveying 510 east third avenue | spokane, wa | 99202 p 509.242.1000