



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027515

**Liability:** \$ 566,600.00

**Fee:** \$ 1,560.00

**Order No.:** 25-40794-VTE

**Dated:** August 4, 2025

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

### GUARANTEES

#### Spokane County Treasurer

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

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

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

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC  
Company Name

201 W. North River Drive  
Suite 205  
Spokane, WA 99201  
City, State

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

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

## **WA Litigation Guarantee**

### **LITIGATION GUARANTEE**

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

#### **SCHEDULE A**

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40794-VTE

Date of Guarantee: August 4, 2025

Amount of Liability: \$566,600.00

Total: \$1701.96

Guarantee No.: 000027515

Premium: \$1,560.00

Sales Tax: \$141.96

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:  
Ann Werner, as her separate property, who acquired title by Deed recorded June 29, 1970 under Auditor's file number 495690C
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: 25-40794-VTE

Guarantee No.: 000027515

**GENERAL EXCEPTIONS FROM COVERAGE**

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane and the City of Spokane Valley and Consolidated Irrigation District # 19.
11. Pending action in Spokane County:  
Superior Court Cause No.: 25-2-01607-32  
Being an action for: Tax Lien Foreclosure  
Plaintiff: Spokane County, a Political Subdivision of the State of Washington  
Defendant: Defender Homes Airway Heights, LLC  
Attorney for Plaintiff: Lawrence Haskell  
Telephone No.: 509-477-5764
12. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
13. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
14. Easement and the terms and conditions thereof:  
Grantee: The Pacific Telephone and Telegraph Company  
Purpose: Right of Way  
Recorded: January 9, 1925  
Recording No.: 782409 in the [official records](#)

## WA Litigation Guarantee

15. Agreement and the terms and conditions thereof:  
Recorded: April 15, 1969  
Recording No.: 100345C in the [official records](#)
16. Exceptions and Reservations as contained in instrument:  
From: Standard Oil Company of California  
Recorded: June 29, 1970  
Recording No.: 495690C in the [official records](#)
17. Sewer Connection Agreement and the terms and conditions thereof:  
Recorded: August 3, 1995  
Recording No.: 9508030115 in the [official records](#)
18. First Right of Refusal and the terms and conditions thereof:  
Recorded: December 31, 2012  
Recording No.: 6163370 in the [official records](#)

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 25-40794-VTE

Guarantee No.: 000027515

### 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:

Tenants and/or Occupants  
17801 E Sprague Ave  
Greenacres, WA 99016  
As disclosed by Exception # 13

Avista Corporation  
Real Estate Dept. MSC-25  
1411 E Mission  
Spokane, WA 99220-3727  
As disclosed by Exception # 18

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

The Spokesman Review  
Spokane Valley News Herald  
Cheney Free Press

## WA Litigation Guarantee

### EXHIBIT A

Order Number: 25-40794-VTE

Guarantee No.: 000027515

#### PROPERTY DESCRIPTION:

A portion of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 45 East of the Willamette Meridian, as per deed recorded under Auditor file number 646238, Spokane County, Washington State, lying South of the Old Chicago, Milwaukee & St Paul Railroad, EXCEPTING the South 30 feet thereof, and more particularly described as follows:

Commencing at the South Quarter corner of said Section 18;

Thence along the East line of said Southeast Quarter of the Southwest Quarter, North 00°05'38" West, a distance of 30 feet to the North right of way of Sprague Avenue;

Thence along said North right of way, North 89°56'04" West, a distance of 210.00 to the True Point of Beginning;

Thence continuing along said North right of way, North 89°56'04" West, a distance of 671.20 feet to the South right of way of said Old Chicago, Milwaukee & St Paul Railroad;

Thence along said South railroad right of way, North 71°57'05" East, a distance of 737.10 feet;

Thence leaving said South railroad right of way, South 00°05'38" East, a distance of 134.17 feet;

Thence South 17°26'45" West, a distance of 99.54 feet to the Point of Beginning;

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

Parcel No.: 55183.9001

# Parcel Information

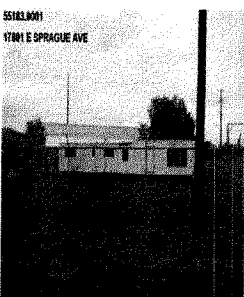
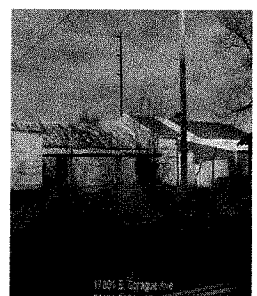
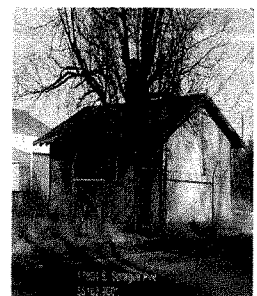
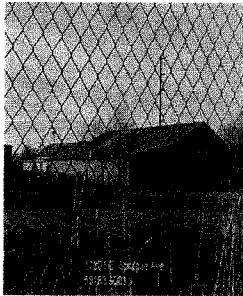
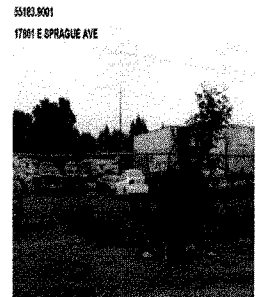
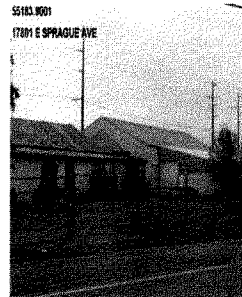
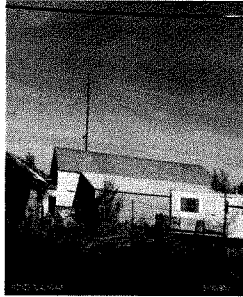


Data As Of: 8/26/2025

Parcel Number: 55183.9001

Site Address: 17801 E SPRAGUE AVE

## Parcel Image



Owner Name: WERNER, ANN  
Address: 11415 E 17TH AVE, SPOKANE VALLEY, WA, 99206

Taxpayer Name: WERNER, ANN  
Address: 11415 E 17TH AVE, SPOKANE VALLEY, WA, 99206

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	17801 E SPRAGUE AVE	GREENACRES	81187	Square Feet	51 Wholesale	2025	0144	Active

## Assessor Description

18-25-45 PTN OF SE1/4 OF SW1/4 LYG SLY OF CMSTP & P RR ROW DAF: COMMENCING AT S1/4 COR OF SEC 18 TH N00°05'38"W 30FT TO N ROW LN OF SPRAGUE AVE TH N89°56'04"W 210FT TH N89°56'04"W 671.20FT TO S ROW LN OF OLD CMSTP&P RR TH N71°57'05"E 737.10FT TH S00°05'38"E 134.17FT TH S17°26'45"W 99.54FT TO POB

## Appraisal



8/26/25, 8:48 AM

## Parcel Information Print Summary

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
51 Wholesale	95	544311	443IM	Valley Warehouse East	Amber	(509) 477-5916

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	568,800	568,800	389,700	179,100	0	0
2025	566,600	566,600	389,700	176,900	0	0
2024	396,960	396,960	243,560	153,400	0	0
2023	404,270	404,270	202,970	201,300	0	0
2022	377,270	377,270	202,970	174,300	0	0

## Characteristics

\* - Room counts reflect above grade rooms only.

Description	Appraiser	Year Built	Year Remodeled	Number of Floors
Office	133	1921		1
Storage	133	1976		1
Storage	133	1976		1

## Commercial Details

Description	Area
All Extensions	13,096
Office	560
Storage	12,536

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	CO35	0	230	0

## Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
09/21/1992	0.00	RESIDENTIAL		55183.9001

## 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).

5980

Spokane, Washington November 17, 1924

782409  
RIGHT OF WAY EASEMENT.  
Spokane Valley Farms Co.

TO.

Pac. Tel. & Tel Co.  
Filed Dec. 30. 1924.  
9-10 A.M.  
Req. Grantee.  
Elmer H. Bartlett Aud.  
G.B. Creighton Dep.  
Recd. Jan 9, 1925.  
B. Fetterly Dep.  
Mail

HOWARD  
TULLS

For and in consideration of the sum of One (\$1.00) Dollar receipt whereof is hereby acknowledged, a right of way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Spokane Valley Farms Company and situated in the County of Spokane, State of Washington, and described as follows:

That portion of southeast quarter of southwest quarter (SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section eighteen (18) Township twenty five (25) North, Range Forty-five (45) E.W.M. which

lies northwest of G.M. & St. P. R.R. right of way.

Right of way for one (1) anchor as shown on blue print attached.

It is understood that the employees of said Telephone Company shall, at any time when necessary, have access to said right of way and the poles and wires thereon, for purposes of repairs, etc. provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness: Eleanor MacCallum

Spokane Valley Farms Company  
By W. J. Kommers, President.  
W.A. Brown Secretary.

R.K.T

Form Approved;  
H.D Pillsbury,  
V.P. & Gen'l Attorney.

STATE OF WASHINGTON.  
COUNTY OF SPOKANE SS.

On this 17th day of November A D. 1924. before me, personally appeared W.J. Kommers, and W.A. Brown to me known to be the President and Secretary respectively of Spokane Valley Farms Company the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

W.E. Tollenaar

:W.E. Tollenaar  
: Notary Public, State of Washington.  
: Commission expires Jan 26, 1927

: Notary Public in and for the State of  
: Washington, Residing at Spokane.

FOR PLAT, SEE PLAT BOOK 8, PAGE 45.

Parcel 5-35 (Corbin Area)

16th March

THIS AGREEMENT, dated the ~~12th~~ day of ~~January~~, 1965, by and between STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Grantor", and THE UNITED STATES OF AMERICA, hereinafter called "Grantee,"

## WITNESSETH:

1. Grantor, for and in consideration of the full and prompt performance of the things to be performed by Grantee as hereinafter set forth and contained, hereby grants to Grantee a right of way and easement to lay, construct, maintain, operate, repair and remove an underground irrigation turnout and its appurtenances consisting of one two inch (2") galvanized, capped pipe terminating approximately two feet (2') inside Sprague Avenue property line and less than 12" above the ground level (hereinafter called "said facility") for the transportation of water, in, under, along and across that certain real property (hereinafter called "said premises") situate in the County of Spokane, State of Washington, and described as follows:

The north 20 feet of the south 50 feet of the west 20 feet of the east 277 feet of the SE1/4SE1/4SW1/4 of Section 18, Township 25 North, Range 45 East, Willamette Meridian.

2. Grantee's employees and agents, while on Grantor's property, at all times shall be subject to the authority of Grantor's representative, and shall observe all safety and other regulations which Grantor may prescribe from time to time, including particularly that regulation which prohibits smoking on the premises and any of Grantor's requirements regarding identification of persons.

3. No open flame, or apparatus which could cause fire or explosion, shall be used by Grantee on said premises without first obtaining permission of Grantor's representative.

4. Grantee shall complete its installation and construction of said facility with dispatch and in a workmanlike manner and shall promptly and properly refill all excavations made by or for Grantee on said premises.

5. If Grantee should at any time assign or transfer this agreement in whole or in part, Grantee shall furnish Grantor with a fully-executed copy of such assignment, or transfer. It is understood and agreed that, upon the effective date of such assignment or transfer, the assignee shall thereupon become liable for full compliance of all the terms and conditions herein.

6. It is understood Grantee will, at Grantor's request, remove said facility within sixty (60) days. Upon completion of said removal Grantor may terminate this agreement at any time by giving Grantee at least thirty (30) days' prior notice in writing of its intention so to do. Upon the termination of the rights herein given, Grantee shall on demand execute and deliver to Grantor within thirty (30) days, a good and sufficient Quitclaim Deed to the rights herein given.

7. The expenditure of any money or the performance of any work by the United States hereunder which may require the appropriations of money by the Congress or the allotment of funds shall be contingent upon such appropriations or allotments being made. The failure of the Congress so to appropriate funds or the absence of any allotment of funds shall not relieve any assignee from any obligations then accrued under this contract and no liability shall accrue to the United States in case such funds are not appropriated or allotted.

145 H. E. Excise Tax Exempt

Date 4-15 1965

By *C. J. [Signature]*  
Deputy County Treasurer

Certified Correct  
 Date 4-15-65  
 [Signature]  
 Engineer

100345C

8. Any written notices to be given by Grantee to Grantor hereunder shall, until further notice by Grantor, be addressed to Grantor at 225 Bush Street, San Francisco, California, Attention Marketing Operations. Any written notices to be given by Grantor to Grantee hereunder shall, until further notice by Grantee, be addressed to Grantee at N. 3808 Sullivan Road, Spokane, Washington 99216. All such notices shall be given by depositing the same in the United States mail, postage prepaid, and shall be deemed given when so deposited.

9. Grantee hereby recognizes Grantor's title and interest in and to said premises and agrees never to assail or resist Grantor's title or interest therein.

10. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

11. This grant is subject to all valid and existing licenses, leases, grants, exceptions, reservations and conditions affecting said premises.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate.

STANDARD OIL COMPANY OF CALIFORNIA

By *J. A. English*  
Contract Agent

By *Bartensen*  
Assistant Secretary

THE UNITED STATES OF AMERICA

By *Stanley C. Wallace*  
Stanley C. Wallace  
Acting Project Construction Engineer

By \_\_\_\_\_

STATE OF CALIFORNIA

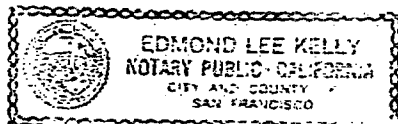
100345C

City and County of San Francisco )

) ss

On this 16th day of March, A. D., 1965, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared R. A. Hansen and E. A. HANSEN to me known to be the Contract Agent and Assistant Secretary, respectively, of STANDARD OIL COMPANY OF CALIFORNIA, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Edmond Lee Kelly  
Notary Public in and for the City and  
County of San Francisco, State of  
California  
residing at San Francisco

My Commission Expires January 23, 1968

(Wash.)

31

STATE OF WASHINGTON )

: ss

County of Spokane )

On this 19th day of March, 1965, personally appeared before me STANLEY C. WALLACE, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

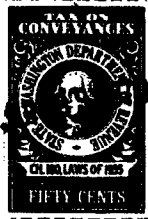
Mariline A. Phelps  
Notary Public in and for the  
State of Washington  
Residing at Spokane

My commission expires July 15, 1968

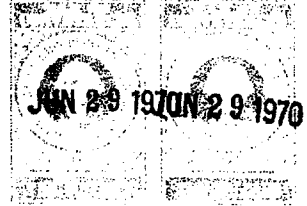
(SEAL)

FILED FOR RECORD APR 15 1965 AT 1:54 P. M.

REQUEST OF GRANTEE  
FRANK J. GLOYER, SPOKANE COUNTY AUDITOR

Indexed  
Recorded  
Compared  
Filed1225  
Sta  
Wen

495690C

DEED

C 51248

The Grantor, STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, for and in consideration of Ten Dollars (\$10.00), in hand paid, bargains, sells and conveys to Gene Werner and Ann Werner, his wife, as joint tenants, the following described real estate:

Part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Twenty-five (25) North, Range Forty-five (45), E.W.M., more particularly described as follows:

Beginning at the intersection of the center line of the Right of Way of the Chicago, Milwaukee & St. Paul Railroad Company with the center line of the Nosler Road (County Road), and running thence North 89 degrees 59 minutes East 210.7 feet along the center line of said Nosler Road; thence turning to the left and running North 0 degrees 01 minutes West 30.0 feet to the true point of beginning, said point lying in the North line of the Nosler Road; thence turning to the right and running North 89 degrees 59 minutes East 881.2 feet along said Nosler Road; thence turning to the left and running North 0 degrees 08 minutes West 288.0 feet to the Right of Way of the Chicago, Milwaukee & St. Paul Railroad Company; thence turning to the left and running South 71 degrees 53 minutes West 926.7 feet along the Right of Way of the Chicago, Milwaukee & St. Paul Railroad Company to the true point of beginning; being all of that part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Eighteen (18), Township Twenty-five (25) North, Range Forty-five (45), E.W.M., lying South of the Chicago, Milwaukee & St. Paul Railroad, excepting a thirty (30) foot strip off of the South side thereof for County Road, situated in the County of Spokane, State of Washington.

Excepting and reserving to Grantor, its successors and assigns, all oil, gas and other hydrocarbons, water (and steam) and all other minerals, whether similar to those herein specified or not, within or that may be produced from said parcel, provided, however, that the surface of said parcel shall never be used for the exploration, development, extraction, removal or storage of any thereof.

Also excepting and reserving to Grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells or other works into or through said parcel below a depth of 500 feet and to produce, inject, store, and remove from and through such wells or works oil, gas, water and other substances of whatever nature, including the right to perform any and all operations deemed by Grantor necessary or convenient for the exercise of such rights.

1 $\frac{1}{2}$  Excise Tax on Real Estate  
Sale, Amt Pd \$ 225.00  
Date 6/29/70 No. 35145  
MERTON L. HOWARD, Co. Treas.

By *[Signature]*

- 1 -

FILED OR RECORDED  
REQUEST OF PIONEER NATIONAL TITLE

JUN 29 2 01 PM 1970

VERNON OHLAND, AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY *[Signature]*

3.00

4956900

OFF. VOL. 65 PAGE 522

This conveyance is subject to that certain right of way and easement dated September 12, 1951 from Standard Oil Company of California to The Washington Power Company, and to all matters appearing of record or that can be ascertained by an inspection of such land.

Dated this 19th day of May, 1970.

STANDARD OIL COMPANY OF CALIFORNIA

By

L. A. Swanson  
Vice President

By

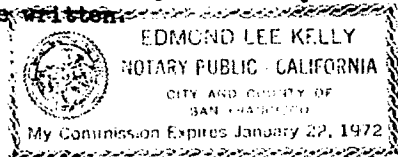
J. B. Bowman  
Assistant Secretary

Send future tax statements to:

State of California )  
City and County of San Francisco ) ss

On May 26, 1970, before me, Edmond Lee Kelly, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared L. A. Swanson and J. B. Bowman known to me to be Vice President and Assistant Secretary of Standard Oil Company of California the Corporation described in and that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of the said Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, in the City and County and State aforesaid the day and year in this certificate above written.



Edmond Lee Kelly  
Notary Public in and for said City and  
County of San Francisco, State of California

17

**SEWER CONNECTION AGREEMENT BETWEEN SPOKANE COUNTY, HEPTONS  
AND DAHM DEVELOPMENT, INC., WITH LATECOMER PROVISIONS**

THIS AGREEMENT is made and entered into this 7 day of August, 1995, by and between Dahm Development, Inc. (hereinafter "Dahm"), a Washington corporation, with offices at Suite 215, South 104 Freya, Spokane, Washington, 99202; Clara A. Hepton, a single person; the Testamentary Trust of Virgil J. Hepton, dated January 3, 1977 (hereinafter "Heptons"), a duly organized trust under the laws of the State of Washington; and Spokane County (hereinafter "County"), a political subdivision of the State of Washington, with offices at W. 1116 Broadway, Spokane, Washington.

**R E C I T A L S**

A. Pursuant to the provisions of chapter 36.94 RCW, Spokane County has the power to construct, operate and maintain a system of sewerage within Spokane County.

B. RCW 39.94.190 authorizes counties to contract with private parties in and for the establishment, maintenance and operation of all or a portion of a system of sewerage.

C. Chapter 35.91 RCW authorizes the County to contract with owners of real estate for the construction of public sewerage facilities and to provide for the reimbursement of such owners, on a fair pro rata share basis, by the owners of real estate who did not contribute to the original cost of such facilities and who subsequently tap into or use the same.

D. Dahm owns 39 acres of land located along the south side of Eighth Avenue between Barker Road and Long Road, described more particularly on Exhibit "A", attached hereto and incorporated by



reference.

E. Dahm also owns 76 acres of land located approximately one mile east of Sullivan Road and one-third of a mile north of 32nd Avenue. In 1994, Dahm was given preliminary plat approval to divide said land under Spokane County Planning Department File No. PE-1724-93. A portion of the preliminary plat, known as "Morningside", received final plat approval in 1994.

F. Heptons own Lots 1 and 4, Block 1; Lots 1, 3, 4 and 5; Block 2; and Lots 1 and 2, Block 3, Meadowview Ranch Estates, recorded at Page 58, Book 21 of Plats, Auditor's No. 9309290070, records of the Spokane County Auditor.

G. Heptons also own additional land, more particularly described on Exhibit "B", attached hereto and incorporated by reference, which land comprises a part of the original preliminary plat of Meadowview Ranch Estates, Planning Department File No. PE-1644-91. Heptons are seeking final plat approval to divide said land into 18 single family lots.

H. Dahm desires to design, construct and install certain public sewerage facilities, hereinafter referred to as the "Facilities", that will enable or facilitate connection of certain properties owned by Dahm and Heptons to the County's general sewerage system. Heptons and Dahm intend or have entered into a separate agreement not involving the County to finance the initial cost of the Facilities.

I. The Facilities generally include the installation of an eight inch public sewer line extending south from the County's

South Valley Interceptor to the intersection of Long Road and Sprague Avenue, then south in Long Road to Eighth Avenue, then east in Eighth Avenue to Barker Road, then east in Eighth Avenue to Harmony Road.

J. The County will allow Dahm to install an interim eight inch line in Long Road in lieu of the 24 inch line called for in the basin plan for the area, to prevent delay in sewerage Heptons' property, as described above, and to prevent delay in sewerage certain lots in the Morningside preliminary plat for which Dahm is seeking final plat approval.

K. The parties recognize that the capacity of the Facilities is limited and should be reserved primarily for the properties owned by Heptons and Dahm, considering their financing of the cost of the Facilities, single family homes along the frontage of the Facilities, and Greenacres Elementary School. The parties desire to provide for a fair pro rata share reimbursement to Dahm of the cost of the Facilities from the owners of other properties allowed to connect to the County's system through the Facilities and who did not contribute to the original cost of the Facilities.

L. The County currently imposes General Facilities Charges (GFCs) by ordinance on all properties connecting to the County's general sewerage system.

M. Nothing in this agreement shall be construed to grant Dahm or Heptons the right to or expectancy for preliminary or final approval of any land use proposals.

N. The installation of public sewer lines eight inches or

less in diameter is exempt from the provisions of the Washington State Environmental Policy Act, pursuant to WAC 197-11-800 (24) (b).

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties do mutually agree as follows:

1. Design and Construction of Facilities. Dahm shall cause the Facilities to be designed by a licensed engineer and constructed in accordance with County specifications and plans approved and on file with the Spokane County Division of Utilities, and all applicable federal, state and county laws, rules and regulations.

2. Inspection. The County shall have the right to make reasonable inspections during the course of construction to determine that the Facilities are being constructed in accordance with the approved plans and specifications and applicable rules and regulations. In the event the County determines that the Facilities are not being so constructed, the County shall have the right to stop work on the Facilities until such defects are remedied, without any liability to the County for any increased costs or damages for delay caused thereby.

3. Reimbursement of Fees. Dahm shall reimburse the County for all costs incurred by the County for plan review and inspection, which shall be paid by Dahm before the County's acceptance of the Facilities.

4. Acceptance and Conveyance of Facilities. Upon determination by the County that the Facilities have been completed as required and are capable of being accepted by the County for

operation and maintenance, Dahm shall execute and deliver to the County a Bill of Sale, free and clear of all adverse claims, liens and encumbrances; warranting that Dahm has good title and the right to convey the Facilities, and will defend the County against all claims, demands or suits asserted by any person with respect to the Facilities; and warranting that the Facilities as constructed shall be free from defects in workmanship or materials for a period of one year from the date of acceptance. Dahm shall provide the County with security for such warranty, approved as to form by the County, in an amount equalling ten percent (10 %) of the cost of the Facilities, for a one year period after acceptance thereof. Dahm shall also provide such easements, licenses and rights-of-way on and to the real property, with warranty of title for conveyance of any interest in real property, as are needed by the County for operation and maintenance.

5. Allocation of Capacity in Facilities.

a. The County shall permanently reserve capacity in the Facilities for the following uses, unless connected to the County's general sewerage system through other sewer facilities:

(1) 14 single family homes in the final plat of Meadowview Ranch Estates;

(2) 18 single family homes on the property described on Exhibit "B";

(3) for Greenacres Elementary School, located at the corner of Fourth Avenue and Long Road, the Equivalent Residential Units (ERUs) of capacity needed to serve such use; and

(4) for all other parcels fronting along the Facilities, one ERU per 80 feet of actual frontage along the Facilities. The current Assessor's tax parcel numbers for all properties fronting along the Facilities are listed on Exhibit "C", attached hereto and incorporated by reference herein.

b. The County shall permanently reserve the remaining capacity in the Facilities for uses developed on lands owned by Dahm, including without limitation the property described on Exhibit "A", capable of being connected to the Facilities (as determined by the County), whether described in this agreement or not; provided, that such reservation shall only be required for uses either connected to the Facilities within five (5) years of the date this agreement was executed by the County or developed on lots (at the rate of one ERU per lot) which have been given at least preliminary approval by Spokane County before expiration of such five year period.

c. For the purpose of this section, an ERU is based on an average daily wastewater flow of 300 gallons per day, and biochemical oxygen demand and suspended solid concentration of 250 milligrams per liter; provided, that regardless of flow, a single family residence shall be considered as one (1) ERU, a duplex as two (2) ERUs and each multi-family dwelling unit as eight-tenths (.8) of one ERU. County Utilities shall determine the number of ERUs for a particular property, and in so doing may utilize the methods set forth in the County's general facilities ordinance for determining the number of equivalent residential units of uses

connecting to the County's general sewerage system.

6. Connection to County Sewerage System. All owners of properties connecting to the County's general sewerage system through the Facilities, and their successors shall:

a. connect to the County's system at the owner's sole expense;

b. obtain a sewer connection permit from the County for each connection to the County's general sewerage system, pay all applicable fees for inspection or plan review, and enter into a sewer connection agreement if deemed necessary by the County;

c. comply with all resolutions and ordinances of Spokane County applicable to properties connecting or connected to the County's general sewerage system, including without limitation payment of applicable GFCs and other sewer charges;

d. maintain all private sewer lines, appurtenances and facilities, including without limitation all side sewer stubs serving the uses on the property, regardless of whether or not they are located within County rights-of-way or public easements; and

e. comply with the latecomer provisions of this agreement, including payment of a Latecomer Fee and administrative charge for connecting to the Facilities, if applicable as provided below.

7. Latecomer Fees.

a. The owners of all properties connecting to the County's general sewerage system through the Facilities shall be required to pay a fair pro rata share cost of the Facilities plus

interest ("Latecomer Fee") to the County before connecting said property to the Facilities, plus an "administrative charge" equal to five percent (5 %) of such fee (used by the County to defray the cost of its services including bookkeeping and accounting); provided, the following properties shall be exempt from such payments:

- (1) properties owned by Dahm;
- (2) Lots 1 and 4, Block 1; Lots 1, 3, 4, and 5, Block 2; and Lots 1 and 2, Block 3; all in Meadowview Ranch Estates; and

- (3) the property described on Exhibit "B";

b. The Latecomer Fee and administrative charge shall be paid in addition to all other sewer charges lawfully imposed by the County pursuant to resolution or ordinance.

c. The County shall have the sole and exclusive authority to determine what properties in addition to those properties which the County is herein required to reserve capacity for may tap into or use the Facilities.

d. The Latecomer Fee for a particular latecomer property shall be determined by multiplying the Facilities Cost as defined below by the ratio of the number of ERUs of the latecomer property divided by the total ERUs of capacity in the Facilities, as estimated by the County Division of Utilities, plus interest at the rate of four percent (4 %) per year calculated on the basis of a 365 day year commencing from the date the Facilities are accepted for operation and maintenance by the County.

e. The Facilities Cost shall equal the total cost of design, labor and materials used to construct the Facilities, as evidenced by contracts, claims and invoices and other evidence submitted by Dahm and verified by the County. Upon delivery of the Bill of Sale as provided above, the parties shall append to this agreement as executed an agreed statement of the Facilities Cost as well as the County's estimate of the total capacity of the Facilities in ERUs, which shall then be recorded with the County Auditor. Such recording shall not be considered a prerequisite to the enforceability of this agreement.

f. Within 60 days of collection of any Latecomer Fee, the County shall transmit the same to Dahm.

g. Dahm's right to reimbursement from Latecomer Fees shall be limited to a period of ten (10) years from the date the Bill of Sale for the Facilities is accepted by the County; provided, if the County is unable to locate Dahm or its successor after diligent search within six months from the collection of any Latecomer Fee, the County shall have the right to retain and deposit said amount for the sole benefit of the County.

h. Reimbursement to Dahm from Latecomer Fees (excluding the portion thereof attributable to interest) shall not exceed the Facilities Cost times the difference between the estimated total ERUs of capacity in the Facilities and the ERUs connected to the Facilities without a latecomer fee being required (as authorized in paragraph 7a above).

i. The County shall not be liable under this agreement



to pay any costs of the Facilities, except as herein provided, nor shall the County be liable for failure to collect any Latecomer Fee. Dahm and the County shall have a cause of action under this agreement against the owner of any latecomer property which was connected to the Facilities without paying the required Latecomer Fee and five percent administrative charge; provided, that disposition of any such fee or charge collected shall be as provided for in this agreement.

8. Indemnity. All services to be rendered or performed under this agreement by Dahm shall be rendered or performed entirely at its own risk, and such owner expressly agrees to indemnify and hold harmless Spokane County and any of its officers, agents, employees or otherwise, from any and all liability, loss or damage that Spokane County or any of its officers, agents, employees or otherwise may suffer as a result of claims, demands, actions, damages or injuries of every kind or nature whatsoever, by or to any and all persons or property, or judgments against the County or any of its officers, agents, employees or otherwise which result from, arise out of or are in any way connected with the obligations to be rendered or performed by such owner under the terms of this agreement.

9. Compliance With Laws. The parties agree to observe all applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

10. Records, Files and Inspections. All Dahm files and records developed for or related to this Agreement shall be freely

open to inspection and copying by the County Director of Utilities; provided that all documents subject to the attorney-client privilege shall be exempt from disclosure.

11. Assignment. Neither party may assign any interest in this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

12. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Failure of any party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other of any provision shall not in any way affect the validity of this Agreement or any part hereof, or the right of either to hereafter enforce each and every such provision.

13. Notices. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the parties either personally or by registered or certified mail, return receipt requested, at their respective addresses hereinabove given. Notices sent by registered or certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

14. Headings. The headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to nor shall they be deemed to define, limit or extend that scope or intent of the captions to which they apply.

15. All Writing as Contained Herein. This Agreement contains

all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

16. Period of Agreement. No modification or amendment of this Agreement shall be effective unless executed in writing with the same formalities attendant to execution of this Agreement.

This agreement may be terminated by the concurrence of all the parties, agreed to in writing and executed with the same formalities attendant to execution of this Agreement. Upon termination, each party shall retain their own property and facilities, except as provided for herein.

17. Administration. The parties hereby designate the Spokane County Utilities Director as the administrator of this Agreement for the County, Richard Dahm as the administrator for Dahm, and Clara A. Hepton as the administrator for Heptons.

18. Successors and Assigns. This Agreement shall be binding on the parties, their heirs, successors and assigns.

19. Notification of Users or Purchasers. Dahm and Heptons shall notify each purchaser of their respective properties of the existence of this agreement.

20. Venue. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any

provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

21. Recording. This agreement shall be recorded, and its recording shall be a prerequisite to the enforcement of its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below.

Dated this 1 day of August, 1995

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

By [Signature]  
Chairman

ATTEST:

WILLIAM E. DONAHUE  
Clerk of the Board

By: [Signature]

Deputy Clerk

Approved as to form:

[Signature]  
Michael C. Dempsey  
Deputy Prosecuting Attorney

Dated this 31<sup>st</sup> day of July, 1995

DAHM DEVELOPMENT, INC.

By

Richard T. Dahm  
Richard T. Dahm  
President

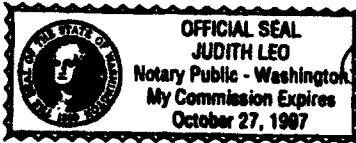
STATE OF WASHINGTON )

) ss

County of Spokane )

I certify that I know or have satisfactory evidence that Richard T. Dahm signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as president of Dahm Development, Inc., to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: July 31, 1995.



Judith Leo  
NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane  
My appointment expires: 10-27-97

Dated this 31st day of July, 1995

Clara A. Hepton  
CLARA A. HEPTON

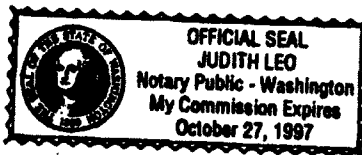
STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

I certify that I know or have satisfactory evidence that Clara A. Hepton signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as her free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATED: July 31, 1995.

Judith Leo

NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane  
My appointment expires: 10-27-97



TESTAMENTARY TRUST OF VIRGIL J. HEPTON,  
DATED JANUARY 3, 1977, a duly organized trust  
under the laws of the State of Washington

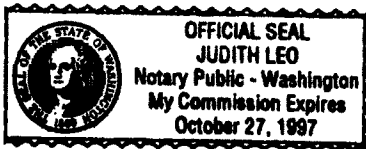
By Robert V. Hepton  
Robert V. Hepton, Trustee

By David A. Hepton  
David A. Hepton, Trustee

STATE OF WASHINGTON )  
County of Spokane ) ss

I certify that I know or have satisfactory evidence that Robert V. Hepton and David A. Hepton signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as trustees of the Testamentary Trust of Virgil J. Hepton, dated January 3, 1977, to be the free and voluntary act of said persons and of such trust, for the uses and purposes mentioned in the instrument.

DATED: July 31, 1995.



Judith Leo  
NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane  
My appointment expires: 10-27-97

**95 0874**

**EXHIBIT "A"**

**VOL. 1755 PAGE 1789**

THAT PORTION OF THE SE. 1/4 OF SECTION 19, T. 25 N., R. 45 E., W.M. IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 35 FEET WIDE, SAID 35 FOOT STRIP OF LAND CONSISTING OF A 20 FOOT WIDE DITCH RIGHT OF WAY ALONG THE NATURAL OULET OF SALTESE LAKE, AS DESCRIBED AND CONVEYED BY DEED RECORDED IN BOOK "A" OF DEEDS, PAGE 106, IN SPOKANE COUNTY, WASHINGTON, AND A 15 FOOT WIDE STRIP OF LAND LYING NORTHERLY TO AND ADJOINING SAID 20 FOOT WIDE DITCH RIGHT OF WAY, AS DESCRIBED AND CONVEYED BY DEED RECORDED IN BOOK 473 OF DEEDS, PAGE 410, IN SPOKANE COUNTY, WASHINGTON, IN THE SE. 1/4 OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN.

EXCEPT EXISTING COUNTY ROAD RIGHT-OF-WAYS.



**EXHIBIT "B"**

*A portion of the southwest quarter of Section 20, Township 25 North, Range 45 East W.M., Spokane County, Washington, more particularly described as follows:*

*Commencing at the northwest corner of the southwest quarter, thence EAST along the north line of the southwest quarter 700.00 feet, thence SOUTH 15.00 feet to a point on the south right of way line of 8th Avenue and the POINT of BEGINNING, thence continuing SOUTH 153.07 feet, thence S 24°01'13" W 350.80 feet, thence S 65°58'47" E 30.19 feet, thence S 24°01'13" W 182.12 feet, thence N 45°29'03" W 34.61 feet, thence N 65°58'47" W 497.48 feet to a point on the east right of way line of Barker Road, thence N 0°12'13" W 425.36 feet to a point on the south right of way line of 8th Avenue, thence EAST along the south right of way line of 8th Avenue 669.95 feet to the POINT of BEGINNING.*

*Containing 7.555 Acres.*

## EXHIBIT "C"

Parcel Number 55183.9001  
55184.9002

Parcel Number 55191.2101  
55191.0407  
55191.0413  
55191.0414  
55191.0409  
55191.0410  
55191.0612  
55191.0613  
55191.0624  
55191.0623  
55191.0625  
55191.0626  
55191.0634  
55191.0635  
55191.0632  
55191.0636  
55191.0637  
55191.0619  
55191.0628

Parcel Number 55192.0101  
55192.0102  
55192.0114  
55192.0113  
55192.0112  
55192.0111  
55192.0344  
55192.0343  
55192.0313  
55192.0320  
55192.0314  
55192.0321  
55192.0323  
55192.0324  
55192.2106  
55192.0339  
55192.9020

Parcel Number 55202.0264  
55202.0265  
55202.0231  
55202.0230  
55202.0241

Parcel Number 55183.9001  
55184.9002  
55184.9003 & 55184.9003R

Parcel Number 55194.9025

**95 0874**

**VOL. 1755 PAGE 1792**

**EXHIBIT "C" (Page 2 of 2)**

**Parcel Number**

55203.0401  
55203.0402  
55203.0403  
55203.0404  
55203.0405  
55203.0406  
55203.0407  
55203.0501  
55203.0502  
55203.0503  
55203.0504  
55203.0505  
55203.0601  
55203.0602

**Parcel Number**

55203.9105  
55203.9019

*B6 Utilities* *pg 1792A*  
*Vol 1755*

FILED OR RECEIVED

REQUEST OF \_\_\_\_\_

AUG 3 10 24 AM '95

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY WASH.  
DEPUTY

*INTEROFFICE*

DISTRIBUTION DATE AUG 2 1995

Accounting _____	City/Town Clerks _____
Control _____	Legal Publication _____
File _____	Code (S) _____
Department <i>Utilities</i> _____	Post _____
Auditor _____	Budget (2) _____
Other <i>52</i> _____	



Filed for Record at Request of:

Avista Corporation  
Real Estate Dept.MSC-25  
1411 E. Mission  
Spokane, WA 99220-3727

55183.9001 FIRST RIGHT OF REFUSAL S-187303

The undersigned Grantor, ANNE WERNER, who also appears of record as Ann Werner, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, grants unto Grantee AVISTA CORPORATION, a Washington corporation, First Right of Refusal in that certain real estate in the County of Spokane, State of Washington, described as follows: 8

All that part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 25 North, Range 45 East, Willamette Meridian, in the City of Spokane Valley, Spokane County, Washington State, lying South of the old Chicago, Milwaukee & St. Paul Railroad, EXCEPT the South 30 feet for Sprague Avenue, AND EXCEPT that portion more particularly described as follows:

Commencing at the South Quarter corner of said Section 18; thence along the East line of said Southeast Quarter of the Southwest quarter, N 00°05'38" W, a distance of 30 feet to the North right of way of Sprague Avenue and the Point of Beginning; thence leaving said Sprague Avenue right of way, N 00°05'38" W, a distance of 288.00 feet to the South right of way of the old Chicago, Milwaukee & St. Paul Railroad; thence along said right of way, S 71°57'05" W, a distance of 189.21 feet; thence leaving said old Chicago, Milwaukee & St. Paul Railroad right of way, S 00°05'38" E, a distance of 134.17 feet, thence S 17°26'45" W, a distance of 99.54 feet to the North right of way of said Sprague Avenue; thence along said right of way; S 89°56'04" E, a distance of 210.00 feet to the Point of Beginning.

The following terms and conditions shall apply:

1. Grant of Option: Grantor gives the Grantee the "right of first refusal" with respect to any sale of, or other transfer of, ownership of the above-described property upon the terms and conditions noted herein.

2. The Right of First Refusal: The right of refusal shall operate as follows:  
For a period of one (1) year from Closing, purchaser Avista Corporation, a Washington corporation, shall have a first right of refusal on the remainder of seller Anne Werner's property that adjoins the property that she sold to Avista Corporation in December, 2013. Grantee shall have the right to meet the terms of any valid, acceptable, bona fide offer submitted to Grantor herein from a licensed Real Estate Agency or Broker. Grantee shall have 15 business days from receipt of such offer in which to accept or decline the offer. Should Grantee decline or not respond within said 15 business day period, the Grantor may proceed to close on the submitted offer. All offers shall be submitted to Avista Corporation, Real Estate Dept.

MSC-25, 1411 E. Mission Ave., P.O. Box 3723, Spokane, Washington 99220, via certified mail, return receipt requested.

3. Binding Effect: This agreement shall run with the land and inure to the benefit of the parties and their respective heirs, successors and assigns.

4. Termination: This agreement shall terminate upon the sale of the entire property herein described in a manner consistent with the terms of this agreement, or at such other time as may be agreed upon in writing by the parties.

DATED this 31<sup>ST</sup> day of December, 2012.

Anne Werner  
Anne Werner, who also appears of record  
as Ann Werner

Avista Corporation, a Washington corporation

By:

Donald J. Malisani

Print name: Donald J. Malisani

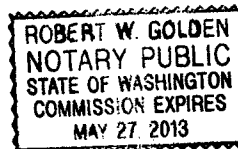
Its: Real Estate Dept Mgr

STATE OF WASHINGTON }  
COUNTY OF SPOKANE } s.s.

I certify that I know or have satisfactory evidence that Anne Werner is the person who appeared before me, and said person acknowledged that she was authorized to sign this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 31, 2012.

Robert W. Golden  
Notary Public in and for the State of Washington  
Residing at SPOKANE  
My appointment expires: 5/27/13



STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SPOKANE     )

I certify that I know or have satisfactory evidence that DONALD J. MRLISANI is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Real Estate Dept. Mgr. of

Avista Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: December 27, 2012.

Theodore M. Baker  
THEODORE M. BAKER

Notary Public in and for the State of Washington

Residing at Spokane

My appointment expires: Jan. 31, 2016.

