First American Title Insurance Company

40 E Spokane Falls Blvd
Spokane, WA 99202

June 28, 2021

Austin Fuller
Whipple Consulting Engineers, LLC
P.O. Box 1566
Veradale, WA 99037

Phone: (509)893-2617
Fax: (509)926-0227

Title Officer:	Scott Fonte
Phone:	(509)835-8943
Fax No.:	(866)510-4167
E-Mail:	sfonte@firstam.com
Order Number:	3742215

Escrow Number: 3742215

Buyer:

Owner:

Property: To Be Determined
Spokane, Washington 99223

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Guarantee	Subdivision Guarantee ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5003353-3742215 (FIRST AMENDED)**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

Whipple Consulting Engineers, LLC

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. 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 of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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 such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the 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.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**

FIRST AMERICAN

First American Title

First American	Subdivision Guarantee ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **3742215 (FIRST AMENDED)**

Schedule A

Order No.: 3742215 (FIRST AMENDED) Liability: $2,000.00 Fee: $750.00
Tax: $66.75

Name of Assured: Whipple Consulting Engineers, LLC

Date of Guarantee: June 22, 2021

The assurances referred to on the face page hereof are:

1. Title is vested in:

   Vaughn's 57th Avenue, LLC, a Washington Limited Liability Company

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

RECORD MATTERS

1. General Taxes for the year 2021. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

   Tax Account No.: 34032.0494

	1st Half
Amount Billed:	$ 20,430.28
Amount Paid:	$ 20,430.28
Amount Due:	$ 0.00
Assessed Land Value:	$ 3,379,380.00
Assessed Improvement Value:	$ 37,500.00
	2nd Half
Amount Billed:	$ 20,430.28
Amount Paid:	$ 0.00
Amount Due:	$ 20,430.28
Assessed Land Value:	$ 3,379,380.00
Assessed Improvement Value:	$ 37,500.00

2. An unrecorded lease and the terms and conditions thereof, disclosed by instrument recorded under recording no. 4800118.

   Lessor: Case Family Partners
   Lessee: Northwest Tower, LLC
   Dated: August 8, 2002
   Term: 5 years, and subject to four (4) additional five (5) five year extension periods by Northwest

   Affects: Parcel D

   The assignment of Lessee's interest under the lease.
   Assigned By: Rockpile Limited Partnership, a Washington General Partnership, and Case Family Properties, a Washington General Partnership
   Assigned To: Vaughn's 57th Avenue, LLC, a Washington limited liability company
   Dated: November 01, 2013
   Recorded: November 05, 2013
   Recording No.: 6262461

3. Memorandum of PCS Site Agreement and the terms and conditions thereof:
   Between: Northwest Tower, LLC
   And: Case Family Partners
   Recorded: November 12, 2002
   Recording Information: 4800118
   Affects: Parcel D

Modification and/or amendment by instrument:
Recorded: March 3, 2004
Recording Information: 5040797

Lease Assignment and Assumption Agreement;
Assignor: Northwest Tower, LLC, a Washington Limited Liability Company
Assignee: GoldenState Towers, LLC, a Delaware Limited Liability Company
Recorded: March 3, 2004
Recording Information: 5040798 and 5040799

Assignment of PCS Site Lease Agreement;
Assignee: Case Family Properties, a Washington General Partnership
Assignor: Case Family Partners, a Washington Partnership
Recorded: April 25, 2008
Recording Information: 5668250
Affects: A portion of said property

A Document entitled "Memorandum of Supplement"

Dated: February 10, 2015
Grantor: GoldenState Towers, LLC, a Delaware limited liability company
Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Recorded: June 15, 2015
Recording No.: 6407641

Subject to the terms and conditions described therein.

Assignment and Assumption of PCS Site Agreement recorded under recording no. 6585853 and 6585854.

4. Easement, including terms and provisions contained therein:
Recording Information: 430250A
In Favor of: The Washington Water Power Company, a Corporation, its successors and assigns
For: Electric transmission and/or distribution system
Affects: Parcel E

5. Easement, including terms and provisions contained therein:
Recorded: May 14, 1974
Recording Information: 7405140214; Volume 195, Page 309
In Favor of: Clifford Case and Evelyn M. Case, husband and wife
For: Purposes of use as a parking area and vehicular ingress and egress
Affects: Parcels B & C

6. Easement, including terms and provisions contained therein:

Recorded:	September 16, 1974
Recording Information:	7409160160
Volume/Page:	206/979
In Favor of:	The Washington Water Power Company, a Washington Corporation
For:	Electric transmission and/or distribution system
Affects:	Parcel A

7. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. 8610160389, recorded in volume 37 of surveys, at page(s) 80, in Spokane County, Washington.

Affects:	Parcel E

8. Utility Connection Local Improvement District Covenant.

By:	Clifford H. Case and Evelyn M. Case
Recorded:	July 16, 1990
Recording No.:	9007160231; Volume 1125, Page 910
Affects:	Parcels A & B

9. Maintenance Agreement and the terms and conditions thereof:

Between:	Clifford Case
And:	John R. Case
Recorded:	December 19, 1991
Recording Information:	9112190142; Volume 1248, Page 565
Affects:	Parcel C

10. Local Improvement District Covenant.

By:	Clifford Case
Recorded:	December 19, 1991
Recording No.:	9112190148; Volume 1248, Page 577
Affects:	Parcel A

11. Local Improvement District Covenant.

By:	John R. Case
Recorded:	December 19, 1991
Recording No.:	9112190149; Volume 1248, Page 580
Affects:	Parcel C

12. Title Notice.

Filed By:	Spokane County Planning Department
Recorded:	July 13, 1993
Recording No.:	9307130432; Volume 1456, Page 1515

"Land Use Regulation Action Imposing a variety of special development conditions,"

13. Title Notice.

Filed By:	Spokane County Planning Department
Recorded:	July 13, 1993

Recording No.: 9307130433; Volume 1456, Page 1517

14. Ordinance No. C-29395.
Recorded: September 27, 1993
Recording No.: 9309270550

15. Easement, including terms and provisions contained therein:
Recorded: June 09, 2003
Recording Information: 4907074
In Favor of: Avista Corporation
For: Electric distribution line easement

16. Easement, including terms and provisions contained therein:
Recording: July 18, 1930
Recording Information: A45829; Vol. 483, Pg. 546
Between: Washington Water Power Company
And: Robt. Gruett
For: Right of Way
Regarding: The Washington Water Power Company will furnish, maintain and operate the necessary electric distribution apparatus in that certain district known as Moran Prairie between-and-to furnish electric service to the premises hereinafter described which are owned by the undersigned.
Affects: Parcel D

17. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. 4873476, recorded in volume 106 of surveys, at page(s) 3, in Spokane County, Washington.
Affects: Parcel D

18. Title Notice
Filed By: Spokane County Planning Department
Recorded: February 04, 2014
Recording No.: 6282376

Subject to the terms and conditions described therein.
Affects: Parcels D & E

19. The terms and provisions contained in the document entitled "Grant of Easement"
Recorded: March 15, 2017
Recording No.: 6585852

Informational Notes, if any

The land in the County of Spokane, State of Washington, described as follows:

PARCEL A:

LOT 12 IN BLOCK 1 OF SOUTH SPOKANE, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS AT PAGE 12, IN SPOKANE COUNTY, WASHINGTON;

EXCEPT THE NORTH 1½ ACRES THEREOF;

AND EXCEPT THE WEST 165 FEET THEREOF.

PARCEL B:

THE NORTH 65 FEET OF THE WEST 165 FEET OF THAT PORTION OF LOT 12 LYING SOUTH OF THE NORTH 1½ ACRES THEREOF, IN BLOCK 1 OF SOUTH SPOKANE, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS AT PAGE 12, IN SPOKANE COUNTY, WASHINGTON.

PARCEL C:

THE WEST 165 FEET OF THAT PORTION OF LOT 12 LYING SOUTH OF THE NORTH 1½ ACRES OF SAID LOT 12; BLOCK 1 OF SOUTH SPOKANE, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS AT PAGE 12, IN SPOKANE COUNTY, WASHINGTON,

EXCEPT THE NORTH 65 FEET THEREOF.

PARCEL D:

LOT 11, BLOCK 1, SOUTH SPOKANE AMENDED PLAT, AS PER PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY;

EXCEPT THE NORTH 30 FEET OF LOT 11, AS CONVEYED TO THE COUNTY OF SPOKANE, RECORDED JUNE 7, 1971, UNDER AUDITOR'S FILE NO. 553786C;

FURTHER EXCEPTING THE EAST 30 FEET OF THE NORTH 1½ ACRES OF SAID LOT, AS CONVEYED TO THE COUNTY OF SPOKANE, RECORDED JUNE 7, 1971, 553787C;

AND EXCEPT THE WEST 22 FEET OF THE NORTH 136 FEET OF SAID LOT 11;

PARCEL E:

THE NORTH ONE AND ONE-HALF ACRES OF LOT 12, BLOCK 1, SOUTH SPOKANE AMENDED PLAT, AS PER PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY;

EXCEPT THE NORTH 30 FEET AS CONVEYED TO THE COUNTY OF SPOKANE, RECORDED JUNE 7, 1971 UNDER AUDITOR'S FILE NUMBERS 553786C AND 553787C;

TOGETHER WITH THE WEST 22 FEET OF THE NORTH 136 FEET OF LOT 11, BLOCK 1, SOUTH SPOKANE AMENDED PLAT, AS PER PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

ALSO EXCEPT THAT PORTION DEEDED TO SPOKANE COUNTY FOR REGAL ROAD UNDER AF# 5081203.

ALL SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

NORTHWEST TOWER LE $22.00
4800118
Page: 1 of 4
11/12/2002 12:43P
Spokane Co, WA

Return to:
Northwest Tower
PO 30183
Spokane WA
99223

EXHIBIT B

PCS Site Agreement

Site Name: South Regal
Site I.D. 27
Date: 8/5/02

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by a written PCS Site Agreement dated 8/8, 2002, between Northwest Tower, LLC and Case Family Partnership (Owner)

Such Agreement provides in part that Owner leases to Northwest a certain site ("Site") located at, 3007 E 55th within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on 8/8/02, which term is subject to four (4) additional five (5) year extension periods by Northwest.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

parcel # 34032.0446
Legal: That portion of Lot 11 Block 1 of the amended Plat of South Spokane Addition.

Northwest Tower, LLC

By:
Name: Steve Smith
Title: Member
Address: P.O. Box 30183, Spokane, WA 99223

Owner

By: John R. Case
Name: John R. Case
Title: General Partner
Address: 5415 S. Regal
Spokane Wa 99223

R. E. Excise Tax Exempt
Date 11/12 2002
Spokane County Treas.
By M Olson

LEGAL DESCRIPTION OF PROPOSED PROJECT AREA

(Prepared by Adams & Clark, Inc.)

That portion of Lot 11, Block 1 of the Amended Plat of South Spokane Addition, City of Spokane, Spokane County, Washington, according to the official plat thereof filed for record in Volume "D" of Plats, page 12 of the records of Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Lot 11, from which the southeast corner of Lot 11 bears N89°16'54"E; thence N11°03'51"E 225.37 feet to the TRUE POINT OF BEGINNING; thence N79°36'32"W 30.00 feet; thence N10°23'28"E 50.00 feet; thence S79°36'32"E 30.00 feet; thence S10°23'28"W 50.00 to the TRUE POINT OF BEGINNING;

Containing 1,500 square feet.

EXHIBIT A

Site: 27
Site South Regal
Date: 8/5/02

PCS SITE AGREEMENT

Site Description

Site situated in the County of Spokane, State of Washington, commonly described as follows: parcel # 34032.0446

Legal Description:

Owner Initials JRC

Northwest Initials

Note: Owner and Northwest may, at Northwest's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A (Site Description), B (Memorandum of PCS Site Agreement)

Owner John R. Case

By: John R. Case

Its: General Partner

S.S./Tax 91 1585610

Address: 5415 S. Regal

Date: 8-8-02

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Kurt R Dehmer

Print Name: Kurt R Dehmer

NOTARY PUBLIC in and for the State of Washington, residing at Spokane My commission expires 10/15/04

KURT R. DEHMER NOTARY PUBLIC COMMISSION EXPIRES 10-15-04 STATE OF WASHINGTON

Northwest Tower, LLC. a Washington limited liability company

Northwest

By: Steve Smith

Its: Member

Date: 8/8/02

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Kurt R Dehmer

Print Name: Kurt R Dehmer

NOTARY PUBLIC in and for the State of Washington, residing at Spok My commission expires 10/15/04

KURT R. DEHMER NOTARY PUBLIC COMMISSION EXPIRES 10-15-04 STATE OF WASHINGTON

11/05/2013 02:33:18 PM 6262461
Recording Fee $127.00 Page 1 of 6
Assignment Of Lease FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington

Return Address:

Stamper Rubens
Steven O. Anderson/TK
720 W. Boone, Suite 200
Spokane, WA 99201

2019476MSA

Document Titles:
1. Assignment of Lease Agreement

Reference Numbers of Related Documents:
4800118

Grantors/Borrower: (Last name first, then first name and initials)

1. Rockpile Limited Partnership; (2) Case Family Properties

Grantees/ Lender: (Last name first, then first name and initials)

1. Vaughn's 57th Avenue, LLC

Legal Description: (abbreviated, i.e. lot, block, plat or section, township, range)
Portion of Lot 11, Block 1, South Spokane Amended Plat, as per plat recorded in Volume "D" of Plats, Page 12

Assessor's Property Tax Parcel/Account Number:
34032.0481

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.
I am hereby requesting an emergency nonstandard 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 part of the text of the original document.
In addition to the standard fee, an emergency recording fee of $50.00 is assessed. This statement is to become part of the recorded document.

R. E. Excise Tax Exempt 6
Date 11-5 2013
Spokane County Treas.
By CLR

Signed: Sei Kempf
Signature of Requesting Party

ASSIGNMENT OF LEASE AGREEMENT

Agreement made this 1st day of November, 2013, between **ROCKPILE LIMITED PARTNERSHIP, a Washington General Partnership, and CASE FAMILY PROPERTIES, a Washington General Partnership**, herein referred to as assignor, and **VAUGHN'S 57TH AVENUE, LLC, a Washington limited liability company**, herein referred to as assignee.

RECITALS

1. Assignor has entered into a Lease Agreement, as Landlord therein, with PINNACLE TOWERS ACQUISITION, LLC, herein referred to as Tenant. A copy of the Lease Agreement, containing a description of the demised premises, is attached hereto as Exhibit "A".

2. Assignor does hereby assign the Lease Agreement to assignee. Assignee does hereby assume all liabilities and duties under the Lease Agreement, as well as all rights of assignor therein pertaining to the collection of all rents to become due after the effective date of the assignment.

In consideration of the mutual covenants contained herein the parties agree as follows:

Assignor transfers and assigns to assignee all rights, duties, and interests in the collection of all rents required under the Rent provisions in the Lease Agreement dated October 28, 2004, on the demised premises therein described. The assignment shall become effective on November 1, 2013, and shall apply to all rents due thereafter.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease Agreement at Spokane, Washington, the day and year first above written.

ASSIGNEE:
~~**ASSIGNOR:**~~

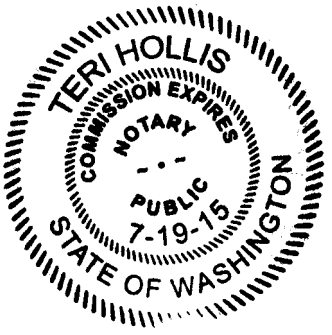
VAUGHN'S 57th AVENUE, LLC

BY: Cyrus Vaughn III, President

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 6 day of November, 2013, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cyrus Vaughn III, to me known to be the President of Vaughn's 57th Avenue, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Notary Public in and for the State
of Washington, residing at Spokane.
Name: Teri Hollis
My commission expires: 7/19/15

ASSIGNOR:

ROCKPILE LIMITED PARTNERSHIP

CASE ~~FAMILY~~ LIVING TRUST – General Partner

BY: John R. Case, Trustee

CASE ~~FAMILY~~ LIVING TRUST – General Partner

BY: Harry R. Case, Trustee

Linda M. Case Patterson, General Partner LMP

CASE FAMILY PROPERTIES

BY: John R. Case, Partner

BY: Harry R. Case, Partner

BY: Linda M. Case Patterson, Partner

BY: Scott Case, Partner

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me John R. Case, as Trustee of the Case Living Trust, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November, 2013.

STEVEN O ANDERSON
COMMISSION EXPIRES
NOTARY PUBLIC
08-10-17
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Spokane.
Name: STEVEN O. ANDERSON
My commission expires: 08/10/17

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Harry R. Case, as Trustee of the Case Living Trust, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November, 2013.

STEVEN O ANDERSON
COMMISSION EXPIRES
NOTARY PUBLIC
08-10-17
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Spokane.
Name: STEVEN O. ANDERSON
My commission expires: 08/10/17

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Linda M. Case-Patterson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November, 2013.

TERI HOLLIS
NOTARY PUBLIC
COMMISSION EXPIRES
7-19-15
STATE OF WASHINGTON

Teri Hollis
Notary Public in and for the State of Washington, residing at Spokane.
Name: Teri Hollis
My commission expires: 7/19/15

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ___ day of November, 2013, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John R. Case, Harry R. Case, Linda M. Case Patterson and Scott Case, to me known to be the Partners of Case Family Properties, a Washington general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

TERI HOLLIS
NOTARY PUBLIC
COMMISSION EXPIRES
7-19-15
STATE OF WASHINGTON

Teri Hollis
Notary Public in and for the State of Washington, residing at Spokane.
Name: Teri Hollis
My commission expires: 7/19/15

TK/:2013-11-01
H:\Clients\SouthRegalLumberYard\Real Property\LUMBER YARD\Assignment of Lease.Cell Tower.doc

SPOKANE, COUNTY TITLE CO AGR $22.00
5040797
Page: 1 of 4
03/03/2004 10:52
Spokane Co, WA

Recording Requested By
and When Recorded Mail To:

Northwest Tower, LLC
P. O. Box 30183
Spokane, WA 99223

Re: South Regal

(Recorder's Use Above this Line)

Parcel # 34032.0481

THIS CORRECTIVE MEMORANDUM OF PCS SITE AGREEMENT IS BEING RECORDED TO CORRECT THE NAME OF THE ORIGINAL OWNER SET FORTH IN THAT CERTAIN MEMORANDUM OF PCS SITE AGREEMENT RECORDED NOVEMBER 12, 2002, IN THE OFFICIAL RECORDS OF THE RECORDER'S OFFICE OF SPOKANE COUNTY AS INSTRUMENT NO. 4800118.

S-104798

CORRECTIVE MEMORANDUM OF PCS SITE AGREEMENT

THIS CORRECTIVE MEMORANDUM OF AGREEMENT is entered into the last day executed below, and affirms that a lease was made and entered into by that certain written PCS Site Agreement (the "Lease") dated August 8, 2002, by and between **Case Family Partners**, a general partnership, (mistakenly identified as *Case Family Properties, LLC* in the Lease and *Case Family Partnership* in the Memorandum of PCS Site Agreement) with an address at 5415 S. Regal Street, Spokane, Washington 99223, and **Northwest Tower, LLC**, a Washington limited liability company, with a mailing address of P. O. Box 30183, Spokane, Washington 99223, the terms and conditions of which are incorporated herein by reference.

The Lease provides in part that Case Family Partners ("Owner") leases to Northwest Tower, LLC ("Northwest"), a certain site located at 3007 E. 55th, Spokane County, Spokane, Washington, more particularly described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing August 8, 2002, as provided in the Lease, which term is subject to four (4) additional five (5) year extension periods by Northwest.

IN WITNESS WHEREOF, the parties have executed this Corrective Memorandum under seal as of the date set forth below.

CASE FAMILY PARTNERS
A general partnership

By: John R. Case
Name: John R. Case
Title Managing Member

Dated: 2-20-2004

ACKNOWLEDGMENT

State of Washington)
) ss.
County of Spokane)

On 2/20/04, before me, Sharrie Renfro Notary Public, personally appeared John Case,

☐ personally known to me -or-
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

SHARRIE LEE RENFRO NOTARY PUBLIC SPOKANE COUNTY, WA

Notary Public

[Notary Seal]

-Northwest Signature Page-

Northwest Tower, LLC
a Washington limited liability company

By: _____
Steven Smith
Title: Member
Dated: 2/20/04

ACKNOWLEDGMENT

State of Washington)
) ss.
County of Spokane)

On 2/20/04, before me, Sharrie Renfro Notary Public, personally appeared Steve Smith,

☐ personally known to me -or-
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

[Notary Seal]

SHARRIE LEE RENFRO
NOTARY
EXP. 08/31/06
PUBLIC
SPOKANE COUNTY, WA

South Reg

Exhibit A

LEGAL DESCRIPTION OF PREMISES

That portion of Lot 11, Block 1 of the Amended Plat of South Spokane Addition, City of Spokane, Spokane County, Washington, according to the official plat thereof filed for record in Volume "D" of Plats, page 12 of the records of Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Lot 11, from which the southeast corner of Lot 11 bears N89°16'54"E; thence N11°03'51"E 225.37 feet to the TRUE POINT OF BEGINNING; thence N79°36'32"W 30.00 feet; thence N10°23'28"E 50.00 feet; thence S79°36'32"E 30.00 feet; thence S10°23'28"W 50.00 to the TRUE POINT OF BEGINNING;

Containing 1,500 squore feet.

Lessor's Initials: JRC
Lessee's Initials: B

SPOKANE, COUNTY TITLE CO ALE $25.00
5040798
Page: 1 of 7
03/03/2004 10:52
Spokane Co, WA

When Recorded Return To:

GoldenState Towers, LLC
125 Ryan Industrial Court
Suite 109
San Ramon, CA 94583
Attn: Susan Densmore

Re: WA-0207 Regal

AUDITOR'S NOTE
Legibility for recording and copying unsatisfactory in a portion of this instrument when received.

Parcel #34032.0412
34032.0481

S-104798

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 2nd day of March, 2004, between Northwest Tower, LLC, a Washington limited liability company, (the "Assignor"), and GoldenState Towers, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement II (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor is the current lessee under that certain Site Lease (the "Lease") for that certain real property more specifically described in Exhibit A and Exhibit A-1 attached hereto (the "Site"). A depiction of the Site is shown on Exhibit B hereto;

WHEREAS, that certain Memorandum of Lease recorded on November 12, 2002, as Document No. 4800118 in the Office of the County Recorder of Spokane County, State of Washington;

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement II (the "Purchase Agreement"), pursuant to which the Assignor agreed to sell, assign, transfer, and convey to Assignee, and Assignee agreed to acquire and assume, among other things, the Lease; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement the parties desire to effect the assignment to Assignee of the Lease by Assignor's execution and delivery of this Agreement evidencing the vesting in Assignee of all right, title, and interest in and to the Lease.

R. E. Excise Tax Exempt
Date 3-3 2004
Spokane County Treas.
By M Olson

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption.

1.1. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and assumes and takes from Assignor:

(a) all right, title, interest, estate, privilege, and hereditament of Assignor in and to the leasehold estate created under and by virtue of the Lease; and

(b) all right, title, interest, estate, privilege, and hereditament accruing to the Assignor arising under or by virtue of the Lease and the leasehold estate created under and by virtue thereof, or otherwise incident or appurtenant to the rights of the Assignor as lessee under the Lease or the Leasehold estate created thereby.

1.2. Assumption. Assignee hereby assumes, and agrees to pay, perform, and discharge when due, all liabilities in respect of payment, performance, and other obligations under the Lease and no other liabilities; provided, however, that the Assignee does not hereby assume any liability relating or arising from the breach or violation by Assignor of the Lease prior to the date hereof.

2. General Provisions.

2.1. Terms of the Purchase Agreement Control. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of the Assignor or the Assignee set forth in the Purchase Agreement.

2.2. Construction; Severability. All section headings used hereby are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary, or limit the express provisions hereof. In the event that any provision of this Agreement shall, for any reason, be held violative of any applicable law, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

2.3. Miscellaneous. This Agreement (a) is executed pursuant to the Purchase Agreement and may be executed in counterparts, each of which as so executed

shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2.4. Amendment and Termination. This Agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

NORTHWEST TOWER, LLC

By: _____
Name: Steven B. Smith
Title: Managing Member

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On 3/01/04, before me, TERRY M. KELLY, Notary Public, personally appeared Steven B. Smith,

☑ personally known to me, or
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Notary Seal]

TERRY M. KELLY
Commission Expires
NOTARY PUBLIC
AUG. 1, 2005
STATE OF WASHINGTON

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires 8/01/05

ASSIGNEE:

GOLDENSTATE TOWERS, LLC

By: _____
Name: John F. Ricci
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On MAR - 1 2004, before me, Susan Densmore, Notary Public, personally appeared John F. Ricci, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notary Seal]

WITNESS my hand and official seal.

Susan Densmore
Notary Public
My Commission Expires 12/30/07

ESI1 SUSAN DENSMORE
COMM. #1459204
Notary Public-California
CONTRA COSTA COUNTY
My Comm. Exp. Dec 30, 2007 ESI1

EXHIBIT A

LEGAL DESCRIPTION OF PARENT PARCEL

Lot 12, Block 1, AMENDED PLAT OF SPOKANE ADDITION, as per plat recorded in Volume "D" of Plats, Page 12, records of Spokane County;

EXCEPT the North one and one-half acres thereof;

AND EXCEPT the West 165 feet thereof;

AND Lot 11, block 1, SOUTH SPOKANE AMENDED PLAT, as per plat recorded in Volume "D" of Plats, Page 12, records of Spokane County;

EXCEPT the North 30 feet AND the East 30 feet as conveyed to the City of Spokane, recorded June 7, 1971 under Auditor's File Nos. 553786C and 553787C;

AND EXCEPT the West 22 feet of the North 136 feet of said Lot 11;

Situate in the County of Spokane, State of Washington.

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPOSED PROJECT AREA

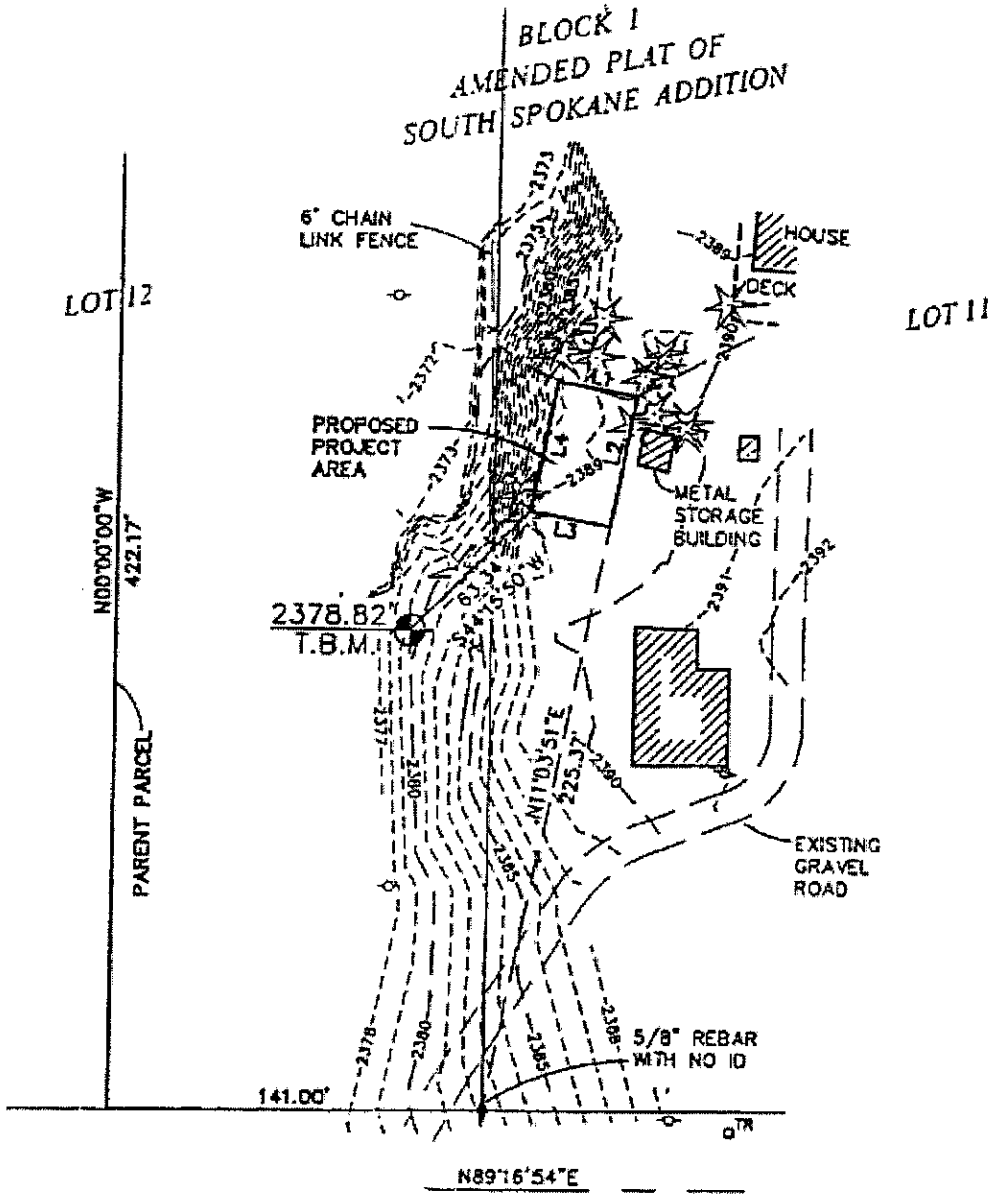
That portion of Lot 11, Block 1 of the Amended Plat of South Spokane Addition, City of Spokane, Spokane County, Washington, according to the official plat thereof filed for record in Volume "D" of Plats, page 12 of the records of Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Lot 11, from which the southeast corner of Lot 11 bears N89°16'54"E; thence N11°03'51"E 225.37 feet to the TRUE POINT OF BEGINNING; thence N79°36'32"W 30.00 feet; thence N10°23'28"E 50.00 feet; thence S79°36'32"E 30.00 feet; thence S10°23'28"W 50.00 to the TRUE POINT OF BEGINNING;

Containing 1,500 square feet.

EXHIBIT B

DEPICTION OF THE SITE



SPOKANE, COUNTY TITLE CO ALE $25.00
5040798
Page: 1 of 7
03/03/2004 10:52
Spokane Co, WA

SPOKANE, COUNTY TITLE CO ASSMPT $19.00
5040799
Page: 1 of 1
03/03/2004 10:52
Spokane Co, WA

When Recorded Return To:

GoldenState Towers, LLC
125 Ryan Industrial Court
Suite 109
San Ramon, CA 94583
Attn: Susan Densmore

Re: WA-0207 Regal

AUDITOR'S NOTE
Legibility for recording and copying unsatisfactory in a portion of this instrument when received.

Parcel #34032.0412
34032.0481

S-104798

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 2nd day of March, 2004, between Northwest Tower, LLC, a Washington limited liability company, (the "Assignor"), and GoldenState Towers, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement II (as defined below).

WITNESSETH:

WHEREAS, Assignor is the current lessee under that certain Site Lease (the "Lease") for that certain real property more specifically described in Exhibit A and Exhibit A-1 attached hereto (the "Site"). A depiction of the Site is shown on Exhibit B hereto;

WHEREAS, that certain Memorandum of Lease recorded on November 12, 2002, as Document No. 4800118 in the Office of the County Recorder of Spokane County, State of Washington;

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement II (the "Purchase Agreement"), pursuant to which the Assignor agreed to sell, assign, transfer, and convey to Assignee, and Assignee agreed to acquire and assume, among other things, the Lease; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement the parties desire to effect the assignment to Assignee of the Lease by Assignor's execution and delivery of this Agreement evidencing the vesting in Assignee of all right, title, and interest in and to the Lease.

R. E. Excise Tax Exempt
Date 3-3 2004
Spokane County Treas.
By M Olson

04/25/2008 02:31:37 PM 5668250
Recording Fee $47.00 Page 1 of 6
Assignment JOHN F BURY
Spokane County Washington

RETURN TO:

JOHN F. BURY
Murphy, Bantz & Bury, P.S.
818 W. Riverside Ave., Suite 631
Spokane, WA 99201

ASSIGNMENT OF PCS SITE LEASE AGREEMENT

Reference:	4800118
Assignor:	Case Family Partners, a Washington partnership
Assignee:	Case Family Properties, a Washington general partnership
Legal Desc.:	N. 1.5 acres of Lot 11, Block 1, South Spokane Amended Plat, Vol. "D," P. 12
Parcel No.:	34032.0481

THIS AGREEMENT, made effective the 23rd day of April, 2008, between Case Family Properties, a Washington general partnership, ("Assignee") and Case Family Partners, a Washington partnership ("Assignor").

W I T N E S S E T H:

1. A written PCS Site Lease Agreement was made and recorded on November 12, 2002 by and between Northwest Tower, LLC, as Lessee, and "Case Family Partners," as Lessor, respecting the real property legally described on Exhibit "A" attached hereto.

2. Case Family Properties, a Washington general partnership, as the correct name of the title owner, has agreed to assume the interest of the misstated Lessor in the above described Lease.

R. E. Excise Tax Exempt
Date April 25 20 08
Spokane County Treas.
By C Helbert

THEREFORE, It is mutually agreed as follows:

1. Assignor Case Family Partners do, hereby assign to Case Family Properties, effective as of date above written, all right, title and interest which it may possess as Lessor in the PCS Site Lease Agreement described above.

2. Case Family Properties hereby covenants and agrees to assume all obligations of Lessor, which may arise under the terms of the Lease from its inception, and any and all subsequent amendments and/or modifications made thereto.

3. Assignee covenants to indemnify and hold named Assignee harmless from any and all claims, liabilities, judgments, charges and/or attorney fees arising under said lease by any act, occurrence or omission arising out of the Lease.

4. Notwithstanding the foregoing Assignment, Lessee shall remain liable according to the terms of the Lease without modification or release.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease.

DATED this 23 day of April, 2008.

ASSIGNOR: CASE FAMILY PARTNERS

By: JOHN R. CASE
Its: Partner

By: HARRY R. CASE
Its: Partner

By: LINDA M. CASE PATTERSON
Its: Partner

By: J.SCOTT CASE
Its: Partner

ASSIGNEE: CASE FAMILY PROPERTIES

By: JOHN R. CASE
Its: Partner

By: HARRY R. CASE
Its: Partner

By: LINDA M. CASE PATTERSON
Its: Partner

By: J.SCOTT CASE
Its: Partner

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 23 day of April, before me personally appeared JOHN R. CASE to me known to be a partner of the partnerships that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act and deed of said partnership 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.

Notary Public
State of Washington
MARY L. MYERS
MY COMMISSION EXPIRES
February 01, 2010

NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 2-1-2010

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 23 day of April, before me personally appeared HARRY R. CASE to me known to be a partner of the partnerships that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act and deed of said partnership 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.

Notary Public
State of Washington
MARY L. MYERS
MY COMMISSION EXPIRES
February 01, 2010

Mary L. Myers
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 2-1-2010

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 23 day of April, before me personally appeared LINDA M. CASE PATTERSON to me known to be a partner of the partnerships that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that she 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.

Notary Public
State of Washington
MARY L. MYERS
MY COMMISSION EXPIRES
February 01, 2010

Mary L. Myers
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 2-1-2010

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 23 day of April, before me personally appeared J.SCOTT CASE to me known to be a partner of the partnerships that executed the within and foregoing instrument, acknowledged said instrument to be the free and voluntary act and deed of said partnership 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.

Notary Public
State of Washington
MARY L. MYERS
MY COMMISSION EXPIRES
February 01, 2010

Mary L. Myers
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 2-1-2010

EXHIBIT "A"

The North one and one half acres of Lot 11, Block 1, South Spokane Amended Plat, as per Plat recorded in Volume "D" of Plats, Page 12, Records of Spokane County;

Except the North 30 feet and the East 30 feet as conveyed to the County of Spokane, recorded June 7, 1971 under Auditor's File Nos. 5537860 and 5537470;

And except the West 22 feet of the North 136 feet of said Lot 11;

Situate in the County of Spokane, State of Washington.

06/15/2015 08:59:28 AM
Recording Fee $77.00 Page 1 of 6
Miscellaneous DAVIS WRIGHT
Spokane County Washington

6407641

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004-5149

Space above this line is for Recorder's use.

Memorandum of Supplement

Grantor:	GoldenState Towers, LLC, a Delaware limited liability company
Grantee:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Legal Description:	Lot 11, Block 1, South Spokane Amended Plat, Vol. D, Page 12, Spokane County, State of Washington **Official legal description as Exhibit A**
Tax Parcel No.	34032.0481
Reference # (if applicable):	N/A

R. E. Excise Tax Exempt
Date 6-2 2015
Spokane County Treas.
By CLR

SPO REGAL
DWT 25970583v1 0052051-000032

MEMORANDUM OF SUPPLEMENT

This Memorandum made this 10TH day of FEBRUARY, 2015, between GoldenState Towers, LLC, a Delaware limited liability company, with its offices located at 2000 Corporate Drive, Canonsburg, PA 15317, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices located on One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into a Supplement to that certain Master Lease Agreement dated November 30, 2000. Such Supplement has an initial term commencing on the earlier of (i) the first day of the month immediately following LESSOR's issuance of written notice to proceed with the installation of LESSEE's Equipment at the Site, or (ii) June 1, 2015. The Supplement may be extended as provided in the Master Lease Agreement.

2. In consideration of the payments, and subject to the terms and conditions, set forth in the Master Lease Agreement and applicable Supplement thereto, LESSOR has leased or subleased to LESSEE certain space at that certain property located in the City of Spokane, County of Spokane, State of Washington, which property is described as a parcel containing approximately 1,500 square feet, as shown on Exhibit "1" attached hereto and made a part hereof. The lease or sublease includes the non-exclusive appurtenant rights for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along an existing right of way extending from the nearest public right of way.

3. The Supplement shall commence on the earlier of (i) the first day of the month immediately following LESSOR's issuance of written notice to proceed with the installation of LESSEE's Equipment at the Site, or (ii) June 1, 2015, and a copy of the Master Lease Agreement and applicable Supplement thereto is on file in the offices of LESSOR and LESSEE.

4. The terms, covenants and provisions of the Master Lease Agreement and applicable Supplement thereto, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto LESSOR and LESSEE have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR: GoldenState Towers, LLC, a Delaware limited liability company

By: _____
Name: JOHN M. MASSIMINO
Title: LICENSING MANAGER
Date: FEB 10 2015

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Brian Mecum
Area Vice President Network
Date: 2/3/15

Exhibit A – Legal Description

LESSOR ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.
COUNTY OF Washington)

On this 10th day of February, 2015, before me, a Notary Public in and for the State of Pennsylvania, personally appeared John M. Massimino, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Licensing Manager of GoldenState Towers, LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Taylor J. Whipkey, Notary Public
Cecil Twp., Washington County
My Commission Expires Nov. 4, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Taylor J. Whipkey
NOTARY PUBLIC in and for the State of PA,
residing at Washington County
My appointment expires 11/4/18
Print Name Taylor J. Whipkey

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On 2/4/2015 before me, Ruth L. Concepcion, Notary Public, personally appeared Brian Mecum who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

RUTH L. CONCEPCION
Commission # 2070644
Notary Public - California
Orange County
My Comm. Expires Jun 7, 2018

Place Notary Seal Above

SPO REGAL
DWT 25970583v1 0052051-000032

EXHIBIT "1"
LEGAL DESCRIPTION

Lot 11, Block 1, SOUTH SPOKANE AMENDED PLAT, as per plat recorded in Volume "D" of Plats, page 12, records of Spokane County;

EXCEPT the North 30 feet of said Lot 11, as conveyed to the County of Spokane, recorded June 7, 1971, under Auditor's File No. 553786C;

ALSO EXCEPT the East 30 feet of the North 1½ acres of said Lot 11, as conveyed to the County of Spokane, recorded June 7, 1971, under Auditor's File No. 553787C;

ALSO EXCEPT the West 22 feet of the North 136 feet of said Lot 11;

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

03/15/2017 03:17:58 PM 6585853
Recording Fee $150.00 Page 1 of 5
Assignment INLAND, PROFESSIONAL TITLE
Spokane County Washington

RETURN ADDRESS:

Linear
127 John Clarke RD
Middletown RI
02842

Document Title:	Assignment and Assumption of PCS Site Agreement
Reference Number(s) of Related Documents:	November 12, 2002 at #4800118 March 3, 2004 at #5040797 COURTESY RECORDING 031517.1-5
Grantor(s) (Last Name, First & Middle Initial):	Vaughn's 57th Avenue, LLC, a Washington limited liability company
Grantee(s) (Last Name, First & Middle Initial):	Global Signal Acquisitions IV LLC, a Delaware limited liability company
Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range:	PTN. LOT 11, BLK. 1, SOUTH SPOKANE AMENDED, VOL. "D", PG. 12, SPOKANE CO., WA
Assessor's Tax Parcel ID Number:	34032.0494 NEXTITLE A TITLE & ESCROW CO Recorded by NexTitle Order No. 225069 5/77-
Site ID:	Regal (BUN 873597)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or 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 $~~100.~~ 50.00

_____
Signature of Requesting Party

R. E. Excise Tax Exempt
Date 03-13 2017
Spokane County Treas.
By JRP

ASSIGNMENT AND ASSUMPTION OF
PCS SITE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PCS SITE AGREEMENT (this "Assignment") is made this 27TH day of FEBRUARY, 2017, by and between VAUGHN'S 57TH AVENUE, LLC, a Washington limited liability company, having a mailing address of 1311 North Washington, Suite C, Spokane, WA 99201 ("Assignor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

WHEREAS, Assignor is the lessor under that certain PCS Site Agreement dated August 8, 2002, originally between Case Family Properties, LLC, as, lessor, and Northwest Tower, LLC, as lessee, a memorandum of which was recorded on March 3, 2004 at Instrument No. 5040797, being a correction of the memorandum recorded on November 12, 2002 at Instrument No. 4800118 in the official records of Spokane County, Washington (hereinafter the "Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Lease and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Lease pertains to certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property"); and

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of $10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease, together with any amendments to the Lease, including the right to amend the Lease to extend the term length and in any other manner deemed necessary by Assignee. Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Lease upon the terms and conditions set forth in the Lease.

3. Except as expressly set forth herein, the terms of the Lease shall remain in full force and effect, unaltered by this Assignment.

4. Assignor and Assignee further covenant to each other that they each have full right and authority to execute and deliver this instrument.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:
VAUGHN'S 57TH AVENUE, LLC, a
Washington limited liability company

By: _____
Name: Cyrus Vaughn, III
Title: Manager

LIMITED LIABILITY COMPANY

STATE OF WA)
)SS.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Cyrus W Vaughn III is the person who appeared before me, and said person acknowledged that said person signed the foregoing Assignment and Assumption of PCS Site Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the manager of VAUGHN'S 57TH AVENUE, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Feb. 27, 2017.

Notary Seal

Notary Public
State of Washington
Barbara E Trudeau
Commission Expires 07-01-2018

Barbara E Trudeau
(Signature of Notary)
BARBARA E TRUDEAU
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of WA
My appointment expires: 7/1/2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTEE:
GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company

By _____

Print Name: Angela Siebe

Title: Director Land Acq. Ops

LIMITED LIABILITY COMPANY

STATE OF Texas)
)SS.
COUNTY OF Harris)

I certify that I know or have satisfactory evidence that Angela Siebe is the person who appeared before me, and said person acknowledged that said person signed the foregoing Consent, Nondisturbance and Attornment Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of GLOBAL SIGNAL ACQUISITIONS IV LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/27/17.

Notary Seal

KELSER RONNETTE MCMILLER
Notary Public, State of Texas
Comm. Expires 03-25-2018
Notary ID 128219417

(Signature of Notary)

Kelser McMiller
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: 3-25-18

EXHIBIT "A"
(Description of Subject Property)

LOT 11, BLOCK 1, SOUTH SPOKANE AMENDED PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "D" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, WASHINGTON.

EXCEPT THE NORTH 30 FEET THEREOF, AS CONVEYED TO THE COUNTY OF SPOKANE BY DEED RECORDED JUNE 7, 1971, UNDER RECORDING NO. 553786C;

AND EXCEPT THE EAST 30 FEET OF THE NORTH ONE AND ONE-HALF ACRES OF SAID LOT, AS CONVEYED TO SPOKANE COUNTY BY DEED RECORDED JUNE 7, 1971 UNDER RECORDING NO. 553787C;

AND EXCEPT THE WEST 22 FEET OF THE NORTH 136 FEET;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

03/15/2017 03:17:58 PM 6585853
Recording Fee $150.00 Page 1 of 5
Assignment INLAND, PROFESSIONAL TITLE
Spokane County Washington

RETURN ADDRESS:

Linear
127 John Clarke RD
Middletown RI
02842

03/15/2017 03:17:58 PM 6585854
Recording Fee $146.00 Page 1 of 1
Assumption INLAND, PROFESSIONAL TITLE
Spokane County Washington

Document Title:	Assignment and Assumption of PCS Site Agreement
Reference Number(s) of Related Documents:	November 12, 2002 at #4800118 March 3, 2004 at #5040797
Grantor(s) (Last Name, First & Middle Initial):	Vaughn's 57th Avenue, LLC, a Washington limited liability company
Grantee(s) (Last Name, First & Middle Initial):	Global Signal Acquisitions IV LLC, a Delaware limited liability company
Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range:	PTN. LOT 11, BLK. 1, SOUTH SPOKANE AMENDED, VOL. "D", PG. 12, SPOKANE CO., WA
Assessor's Tax Parcel ID Number:	34032.0494
Site ID:	Regal (BUN 873597)

COURTESY RECORDING
031517.1-5

NEXTITLE | A TITLE & ESCROW CO
Recorded by NexTitle
Order No. 225069
5/77-

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or 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 $~~100.~~ 50.00

Signature of Requesting Party

R. E. Excise Tax Exempt
Date 03-13 2017
Spokane County Treas.
By JRF

430250A
Right of Way Easement
Filed Mar. 23, 1940 9:10 AM
Req. Grantee
Joe A. Stewart, Aud.
E. Armstrong, Dep.
Rec. By P. Von-der-Smith, Dep.

COMPARED
WALTMAN & HAGEMAN

RIGHT OF WAY EASEMENT Sunset line

H. L. Metzger and Frances M. Metzger, his wife, in consideration of Fifty and no/100 Dollars ($50.00), in hand paid, convey and warrant to The Washington Water Power Company, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electric transmission line and telephone system attached to transmission line poles or structures, to be located over, along and across the following described property in Spokane County, State of Washington, to-wit:

North one and one-half (1½) acres of lot eleven (11) and the north one and one-half (1½) acres of Lot twelve (12) in Block one (1) of South Spokane.

It is understood and agreed that said easement covers the right to place two (2) poles and three (3) anchors on saidproperty in the locations as now surveyed and staked thereon.

together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Witness our hands this 2nd day of March, 1940.

H. L. Metzger
Frances Metzger

State of Washington)
County of Spokane)ss.

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared H. L. Metzger and Frances M. Metzger, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and officisl seal this 2nd day of March, A.D. 1940.

Fred R. Howard, Notary Public :
State of Washington :
Commission Expires July 7, 1943 :

Fred R. Howard, Notary Public
in and for the State of Washington,
residing at Spokane

OK	Ralph Stewart Eng. Dept.	B. M. Merrill Const. Dept.	B. J. Lindsay Right of Way	FRH Secured by

OFF. VOL. 195 PAGE 309

7405140214

FILED OR RECORDED
REQUEST OF PIONEER NATIONAL TITLE

MAY 14 2 32 PM '74

VERNON W. OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY 2.00

Zac Case C-97468

EASEMENT

The Grantors, ARLEIGH ZACHER and AGNES E. ZACHER, husband and wife, for and in consideration of one dollar and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grant, bargain, sell, and convey to the Grantees, CLIFFORD CASE and EVELYN M. CASE, husband and wife, an easement for use of the following real property owned by the Grantors, situated in Spokane County, Washington and more particularly described as follows:

The North 65 feet of Lot 12, Block 1, South Spokane, lying south of the north 1 1/2 acre of said Lot 12.

Said easement is granted for purposes of use as a parking area and vehicular ingress and egress to the following real property owned by the Grantees:

The West 165 feet of Lot 12, Block 1, South Spokane, lying south of the north 1 1/2 acre of said Lot 12, except the North 65 feet thereof.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of the grantors herein, the grantees herein, and their heirs, executors, administrators and assigns.

The grantees named above shall use the rights granted above with due regard to the rights of others and to their use thereof, and shall not use the easement in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

Grantors reserve the right to terminate this easement by dedication of the subservient land as a public roadway at any future date.

Dated this 1st day of May, 1974.

1% Excise Tax on Real Estate
Sale, Amt. Pd $ None
Date 5/14/74 No. 99426
DON W. BROWN, Co. Treas.
By R J Roth

Arleigh Zacher
ARLEIGH ZACHER

Agnes E. Zacher
AGNES E. ZACHER

STATE OF WASHINGTON)
) ss
County of Spokane)

On this day personally appeared before me ARLEIGH ZACHER and AGNES E. ZACHER, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and puposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May, 1974.

R. P. Eastes
Notary Public in and for the State of Washington residing at Spokane

7409160160

RIGHT OF WAY EASEMENT

ARLEIGH ZACHER and AGNES E. ZACHER, husband and wife,

hereby grant..... convey..... and warrant..... to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electrical distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in Spokane County, State of Washington

to-wit:

Lot Twelve (12) of Block One (1); Except the North 1½ acres; and Except the West 165 feet of the Amended Plat of South Spokane, in Section 3, Township 24 North, Range 43 EWM, Spokane County, Washington.

It is understood and agreed that said easement covers the right to place three (3) poles and two (2) anchors, together with the right of overhang, on the above described property.

FILED OR RECORDED
REQUEST OF GRANTEE
SEP 16 11 43 AM '74
VERNON W. OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

together with the right to inspect said line. Box 3727, T.A. 90220

2.00

No monetary consideration or consideration of monetary value has been given for the rights herein conveyed.

Witness our hands this 15th day of August, 1974

Arleigh Zacher
Agnes E. Zacher

STATE OF Washington
County of Spokane } ss.

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared Arleigh Zacher and Agnes E. Zacher husband and wife

to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of August A. D., 1974

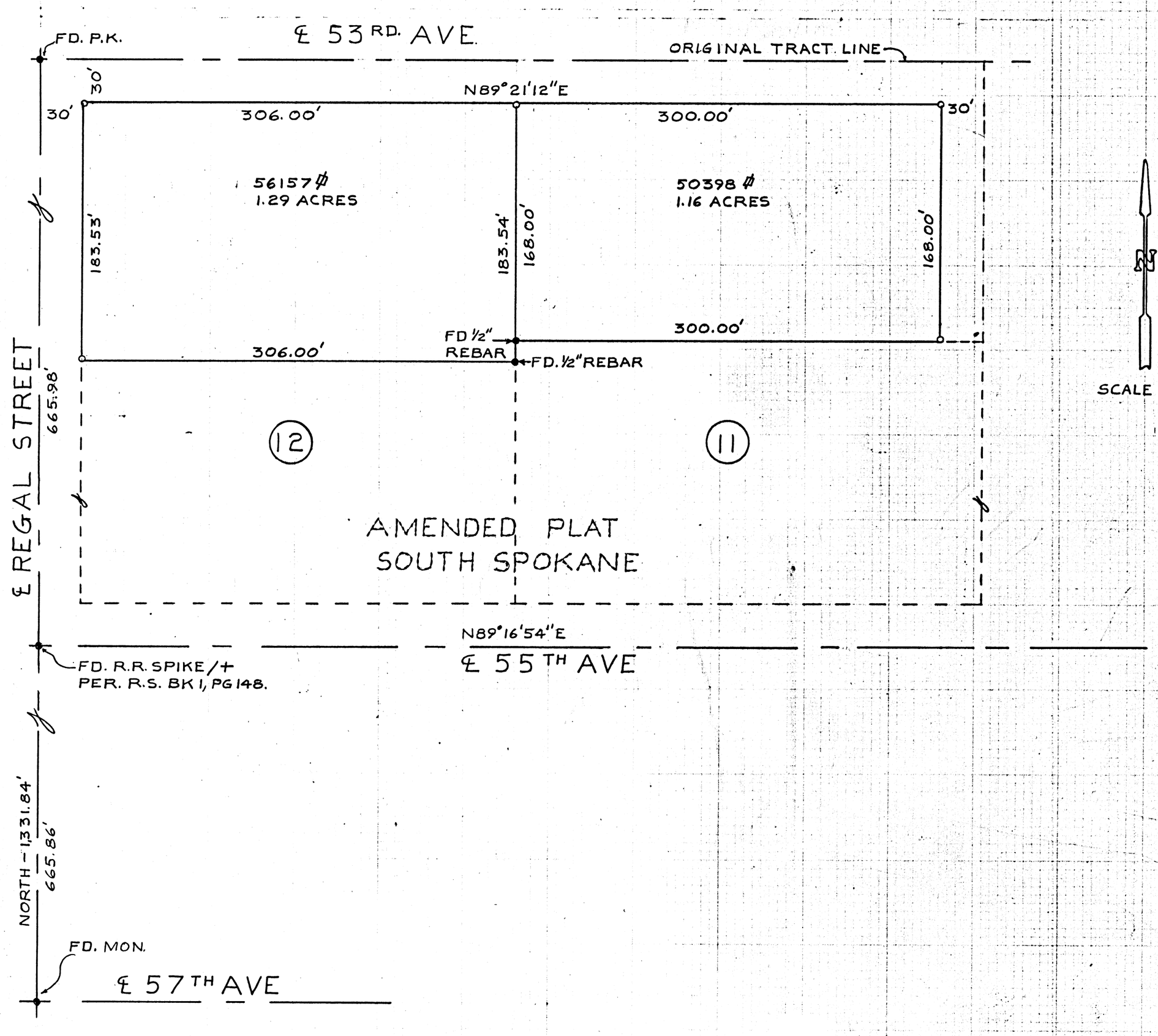
NOTARY PUBLIC in and for the State of Wa
residing at Spokane

OLIVER
NOTARY
PUBLIC
MY COMMISSION EXPIRES
AUG 23, 1977
WASHINGTON

Survey Book 37
Page 80

8610160389
FILED FOR RECORD AT
REQUEST OF Welborn Land Surveying
OCT 16 3 28 PM '86
WILLIAM E. DONAHUE
AUDITOR
[SPOKANE COUNTY, WASH.]
DEPUTY
Oberland 25.00

N.E. 1/4, SEC. 3 T. 24 N. R.43 E., W.M.



SCALE 1"=60'

BASIS OF BEARING

ASSUMED NORTH ON THE W. LINE OF THE N.W. 1/4 PER R.S. IN. BK 1, PG 148

LEGEND

o = SET #4 REBAR WITH YELLOW CAP MARKED 15043 WELBORN.

• = FD. AS MARKED

SURVEYORS CERTIFICATE

THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND WAS SURVEYED AT THE REQUEST OF JOYCE LAMON AND JIM WILLIAM IN AUG., 1986.

EUGENE H. WELBORN
STATE OF WASHINGTON
150 43 REGISTERED
PROFESSIONAL LAND SURVEYOR

WELBORN'S LAND SURVEYING
E. 7011 SECOND AVE.
SPOKANE, WASHINGTON 99212
(509) 926-5959

JOB# 356
37/80

E 2917 55th Ave

Public Works File No.

9007160231

CITY OF SPOKANE, WASHINGTON · FOUNDED IN 1881 ·

UTILITY CONNECTION LOCAL IMPROVEMENT DISTRICT COVENANT

1. OWNER/PROPERTY

A. The parties whose names appear below, hereafter known as "Owner", covenant and warrant that they are the owners of the property to which this document applies, are fully authorized to execute this document and bind themselves, their successors, heirs and assigns and the subject property to the terms set forth herein. "City" refers to the City of Spokane, Washington.

B. The terms herein are a covenant running with the land on the premises commonly known as E. 2917 - 55th Avenue and legally described as

C. This covenant shall pertain to that geographic area, including the premises, reasonably identifiable as part of a water and/or sewer local improvement district (LID) project designed to serve the geographic area, hereafter known as "Area". The Area is determined by geographic and topographic considerations in accord with municipal engineering practice and may differ for sewer or water LID proposals. The enforceability of this covenant, by any remedy, shall not depend upon whether all premises within the Area are included in a particular LID.

2. PROVISIONAL SERVICE

A. Subject to City policies, ordinances, and other applicable laws, the Owner desires to procure utility service for the premises by connection to (check as applicable):

[ ] the City Water System

[X] the City Sewer System

[ ] on-site sewage disposal facility

all at Owner's expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that the service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant. Owner acknowledges disconnection from the above option and connection to a future LID installation may be required, at the Owner's expense.

3. FUTURE LOCAL IMPROVEMENT DISTRICTS

A. The Owner understands that an LID for sewer and/or water service may be proposed which would include the Owner's property. The Owner acknowledges substantial consideration and value for this covenant as a mechanism to encourage the advance construction of utility improvements which will protect the aquifer and groundwater from degradation and supply a reliable source of pure water or enhanced fireflow protection.

B. The Owner accepts the LID mechanism as a reasonable means to obtain the above benefits, and further agrees the subject premises will receive future benefit equal to the LID assessment at the time of LID installation(s) in the Area, without regard to whether actual physical connection of the premises occurs to such future LID installation(s) and without regard to any expenses incurred in obtaining the provisional service above described.

C. The foregoing items are freely accepted, as full and adequate consideration for this covenant, regardless of whether any provisional service option is required by law or applicable regulation. The Owner understands that provisional service would not be authorized without the Owner's binding commitment, on their behalf and the behalf of their successors, heirs and assigns, as provided in this covenant.

4. COVENANT

A. The Owner covenants, warrants and agrees, on their behalf and the successors, heirs and assigns, that whenever future water and/or sewer service is proposed to be established for the Area through the L.I.D. process, whether by petition or resolution, the owner will become a party to any petition for the forming of a L.I.D. to install water and/or sewer service and not protest the formation of any L.I.D.

B. This covenant applies for both sewer and water LID proposals, whether proposed at the same or at different times. This covenant shall have a term of ten years from the date of signature by the Owner(s). At the end of ten years this covenant is null and void.

C. (For outside the City limits.) The Owner further covenants, warrants and agrees that the current owner will join in any petition for annexation to the City of Spokane which includes the above-described property and will not protest the annexation in any way.

5. ADDITIONAL

A. In the event the Owner fails to pay promptly any LID assessment proposed or otherwise fails to perform any obligation of this agreement, the City may make such payments, take such steps, and incur such costs as needed to accomplish performance thereof, all at Owner's sole expense and liability and the full municipal cost, fees, or expenses accruing shall be a lien against the premises described, in addition to any other remedy in contract, equity or law.

B. If, for any reason, any provision or part of this instrument should be declared illegal or unenforceable, the City may declare the provisional service installed to be cancelled, and the Owner shall immediately remove all improvements or connections and restore the premises or the City may do so as provided above.

C. No obligation incurred may be waived except in writing by the City Engineer. Failure to enforce any provision in any instance or occasion shall not waive the right to enforce it in any subsequent instance or occasion. The Owner has had an opportunity to consult with legal counsel and signs this document without reservation or condition. No provision shall be construed in favor of or against any person or entity.

D. This agreement will be recorded with the Auditor of the County in which the property is located.

DATED this 4 day of APRIL, 1990.

Clifford H. Case
Owner

Evelyn M. Case
Owner

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that CLIFFORD CASE and EVELYN CASE signed this document, on oath stated that he/she was authorized to sign the document and acknowledged it as the partner(s) of _____ a partnership, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 4-4-90

(Signature of Notary Public)

My appointment expires JAN 30, 1992

2-Copy

MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 19____,

between Clifford H. Case and Evelyn M. Case,

hereinafter referred to as owner(s) of the first part, are the legal owner(s) of the following described property:

Address:

Legal Description: Spok South Am PL EXC N1 1/2 AC + EXC W 165 Ft LT 12 Bl and Spokane South Amended Plat of N 65' of W165' LYG S of N1 1/2 AC of LT 12 BLK1

and between John R Case and _____,

hereinafter referred to as owner(s) of the second part, are the legal owners(s) of the following described property:

Address:

Legal Description:
Spokane South Amended Plat of W165' LYG S of N1 1/2 AC of LT 12 Blk 1 EXC N 65'

1. PRIVATE SEWER. The parties agree and acknowldge that the above properties are served by a private sewer line, which connects to a public sewer in _____. The parties agree that they shall be liable for maintenance and repair of the private sewer line.

2. COMPLIANCE WITH LAWS. The parties agree to exercise their responsibilities in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3. SUCCESSORS. This agreement shall be binding upon the undersigned parties, their heirs, successors and assigns, and shall be a covenant running with the properties.

EXECUTED as of the above date

VOL. 1125 PAGE 914

Owner(s) of the First Part

Clifford N. Case

X Evelyn M. Case

STATE OF WASHINGTON)
)ss
County of Spokane)

On this 4 day of April, 1990, before me, personally appeared Clifford Case and Evelyn Case to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

Owner(s) of the Second Part

X John R. Case

STATE OF WASHINGTON)
)ss
County of Spokane)

On this 4 day of April, 1990, before me, personally appeared John R. Case ~~and~~ to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

RECEIVED
FILED OR RECORDED
REQUEST OF City of Spokane
JUL 16 1 56 PM '90
11.00
WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.
SAMPSON

9112190142 VOL. 1248 PAGE 565

MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 4 day of December, 1991, between ~~T. Anderson~~ JOHN CASE and ——, hereinafter referred to as owner(s) of the first part, are the legal owner(s) of the following described property:

Address: 5421 S. Regal Street

Legal Description: Spokane South Amended Plat of West 165 feet lying South of North 1½ acre of Lot 12, Block 1 except North 65 feet

and between Clifford Case and ——, hereinafter referred to as owner(s) of the second part, are the legal owners(s) of the following described property:

Address: 2917 E. 55th Avenue

Legal Description: Spokane South Amended Plat except North 1½ acre and except West 165 feet Lot 12, Block 1

1. PRIVATE SEWER. The parties agree and acknowldge that the above properties are served by a private sewer line, which connects to a public sewer in _____. The parties agree that they shall be liable for maintenance and repair of the private sewer line.

2. COMPLIANCE WITH LAWS. The parties agree to exercise their responsibilities in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3. SUCCESSORS. This agreement shall be binding upon the undersigned parties, their heirs, successors and assigns, and shall be a covenant running with the properties.

EXECUTED as of the above date

FILED OR RECORDED
REQUEST OF Cdy
DEC 19 10 44 AM '91
WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

8.00

HOY.

VOL. 1248 PAGE 566

Owner(s) of the First Part

Clifford Case

CLIFFORD CASE

STATE OF WASHINGTON)
)ss
County of Spokane)

On this 4 day of Dec., 19 91, before me, personally appeared Clifford Case and John R. Case to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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

NOTARY PUBLIC STATE OF WASHINGTON

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

Owner(s) of the Second Part

John R. Case

JOHN CASE

STATE OF WASHINGTON)
)ss
County of Spokane)

On this _____ day of _____, 19 ____, before me, personally appeared _____ and _____ to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

RECEIVED
DEC 9 1991
PUBLIC WORKS

9112190148

Public Works File No. _____

FILED OR RECORDED
REQUEST OF City
DEC 19 10 46 AM '91
WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

900

LOCAL IMPROVEMENT DISTRICT COVENANT

VOL. 1248 PAGE 577

1. OWNER/PROPERTY

A. The parties whose names appear below, hereafter known as "Owner", covenant and warrant that they are the owners of the property to which this document applies, are fully authorized to execute this document and bind themselves, their successors, heirs and assigns and the subject property to the terms set forth herein. "City" refers to the City of Spokane, Washington.

B. The terms herein are a covenant running with the land on the premises commonly known as 2917 East 55th Avenue and legally described as Spokane South AM PL excluding north 1 and 1/2 acres and excluding west 165 feet of Lot 12, Block 1.

C. This covenant shall pertain to that geographic area, including the premises, reasonably identifiable as part of a sewer local improvement district (L.I.D.) project designed to serve the geographic area, hereafter known as "Area". The Area is determined by geographic and topographic considerations in accord with municipal engineering practice and may differ for sewer L.I.D. proposals. The enforceability of this covenant, by any remedy, shall not depend upon whether all premises within the Area are included in a particular L.I.D.

2. PROVISIONAL SERVICE

A. Subject to City policies, ordinances, and other applicable laws, the Owner desires to procure utility service for the premises by connection to the City Sewer System all at Owner's expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that the service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant. Owner acknowledges disconnection from the above option and connection to a future L.I.D. installation may be required, at the Owner's expense.

3. FUTURE LOCAL IMPROVEMENT DISTRICTS

A. The Owner understands that an L.I.D. for sewer service may be proposed which would include the Owner's property. The Owner acknowledges substantial consideration and value for this covenant as a mechanism to encourage the advance construction of utility improvements which will protect the aquifer and groundwater from degradation and supply a reliable source of pure water or enhanced fireflow protection.

B. The Owner accepts the L.I.D. mechanism as a reasonable means to obtain the above benefits, and further agrees the subject premises will receive future benefit equal to the L.I.D. assessment at the time of L.I.D. installation(s) in the Area, without regard to whether actual physical connection of the premises occurs to such future L.I.D. installation(s) and without regard to any expenses incurred in obtaining the provisional service above described.

C. The foregoing items are freely accepted, as full and adequate consideration for this covenant, regardless of whether any provisional service option is required by law or applicable regulation. The Owner understands that provisional service would not be authorized without the Owner's binding commitment, on their behalf and the behalf of their successors, heirs and assigns, as provided in this covenant.

4. COVENANT

A. The Owner covenants, warrants and agrees, on their behalf and the successors, heirs and assigns, that whenever future sewer service is proposed to be established for the Area through the L.I.D. process, whether by petition or resolution, the owner will become a party to any petition for the forming of a L.I.D. to install sewer service and not protest the formation of any L.I.D.

B. This covenant shall have a term of ten years from the date of signature by the Owner(s). At the end of ten years this covenant is null and void.

C. The Owner further covenants, warrants and agrees that the current owner will join in any petition for annexation to the City of Spokane which includes the above-described property and will not protest the annexation in any way.

5. ADDITIONAL

A. In the event the Owner fails to pay promptly any L.I.D. assessment proposed or otherwise fails to perform any obligation of this agreement, the City may make such payments, take such steps, and incur such costs as needed to accomplish performance thereof, all at Owner's sole expense and liability and the full municipal cost, fees, or expenses accruing shall be a lien against the premises described, in addition to any other remedy in contract, equity or law.

B. If, for any reason, any provision or part of this instrument should be declared illegal or unenforceable, the City may declare the provisional service installed to be canceled, and the Owner shall immediately remove all improvements or connections and restore the premises or the City may do so as provided above.

C. No obligation incurred may be waived except in writing by the City Engineer. Failure to enforce any provision in any instance or occasion shall not waive the right to enforce it in any subsequent instance or occasion. The Owner has had an opportunity to consult with legal counsel and signs this document without reservation or condition. No provision shall be construed in favor of or against any person or entity.

D. This agreement will be recorded with the Auditor of the County in which the property is located.

DATED this 12 day of 4, 1991.
Dec. 4, 1991

Clifford Case
Clifford Case

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Clifford Case signed this document ~~and~~ acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned.

DATED: 12/4/91

(Signature of Notary Public)

My appointment expires 2/1/95

daily/#3/utl'con.cas

RECEIVED
DEC 9 1991
PUBLIC WORKS

9112190149 Public Works FILE NO.

FILED OR RECORDED
REQUEST OF City
DEC 19 10 46 AM '91
WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY
HOY.
VOL. 1248 PAGE 580

LOCAL IMPROVEMENT DISTRICT COVENANT

1. OWNER/PROPERTY

A. The parties whose names appear below, hereafter known as "Owner", covenant and warrant that they are the owners of the property to which this document applies, are fully authorized to execute this document and bind themselves, their successors, heirs and assigns and the subject property to the terms set forth herein. "City" refers to the City of Spokane, Washington.

B. The terms herein are a covenant running with the land on the premises commonly known as 5421 South Regal Street and legally described as Spokane South Amended Plat of the west 165 feet lying south of north 1 1/2 acres of Lot 12, Block 1 excluding the north 65 feet.

C. This covenant shall pertain to that geographic area, including the premises, reasonably identifiable as part of a sewer local improvement district (L.I.D.) project designed to serve the geographic area, hereafter known as "Area". The Area is determined by geographic and topographic considerations in accord with municipal engineering practice and may differ for sewer L.I.D. proposals. The enforceability of this covenant, by any remedy, shall not depend upon whether all premises within the Area are included in a particular L.I.D.

2. PROVISIONAL SERVICE

A. Subject to City policies, ordinances, and other applicable laws, the Owner desires to procure utility service for the premises by connection to the City Sewer System all at Owner's expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that the service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant. Owner acknowledges disconnection from the above option and connection to a future L.I.D. installation may be required, at the Owner's expense.

3. FUTURE LOCAL IMPROVEMENT DISTRICTS

A. The Owner understands that an L.I.D. for sewer service may be proposed which would include the Owner's property. The Owner acknowledges substantial consideration and value for this covenant as a mechanism to encourage the advance construction of utility improvements which will protect the aquifer and groundwater from degradation and supply a reliable source of pure water or enhanced fireflow protection.

B. The Owner accepts the L.I.D. mechanism as a reasonable means to obtain the above benefits, and further agrees the subject premises will receive future benefit equal to the L.I.D. assessment at the time of L.I.D. installation(s) in the Area, without regard to whether actual physical connection of the premises occurs to such future L.I.D. installation(s) and without regard to any expenses incurred in obtaining the provisional service above described.

C. The foregoing items are freely accepted, as full and adequate consideration for this covenant, regardless of whether any provisional service option is required by law or applicable regulation. The Owner understands that provisional service would not be authorized without the Owner's binding commitment, on their behalf and the behalf of their successors, heirs and assigns, as provided in this covenant.

VOL. 1248 PAGE 581

4. **COVENANT**

A. The Owner covenants, warrants and agrees, on their behalf and the successors, heirs and assigns, that whenever future sewer service is proposed to be established for the Area through the L.I.D. process, whether by petition or resolution, the owner will become a party to any petition for the forming of a L.I.D. to install sewer service and not protest the formation of any L.I.D.

B. This covenant shall have a term of ten years from the date of signature by the Owner(s). At the end of ten years this covenant is null and void.

C. The Owner further covenants, warrants and agrees that the current owner will join in any petition for annexation to the City of Spokane which includes the above-described property and will not protest the annexation in any way.

5. **ADDITIONAL**

A. In the event the Owner fails to pay promptly any L.I.D. assessment proposed or otherwise fails to perform any obligation of this agreement, the City may make such payments, take such steps, and incur such costs as needed to accomplish performance thereof, all at Owner's sole expense and liability and the full municipal cost, fees, or expenses accruing shall be a lien against the premises described, in addition to any other remedy in contract, equity or law.

B. If, for any reason, any provision or part of this instrument should be declared illegal or unenforceable, the City may declare the provisional service installed to be canceled, and the Owner shall immediately remove all improvements or connections and restore the premises or the City may do so as provided above.

C. No obligation incurred may be waived except in writing by the City Engineer. Failure to enforce any provision in any instance or occasion shall not waive the right to enforce it in any subsequent instance or occasion. The Owner has had an opportunity to consult with legal counsel and signs this document without reservation or condition. No provision shall be construed in favor of or against any person or entity.

D. This agreement will be recorded with the Auditor of the County in which the property is located.

DATED this 4 day of December, 1991.

John R. Case
~~H. Anderson, Et al~~
JOHN CASE

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that John R Case signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned.

DATED: 12/4/91

(Signature of Notary Public)

My appointment expires 2/1/95

ANNA M. CAMPBELL
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
FEB 1, 1995

daily/#3/utl'con.and

RECEIVED
DEC 9 1991
PUBLIC WORKS

9307130432

RECEIVED
FILED OR RECORDED
REQUEST OF
JUL 13 4 32 PM '93
WILLIAM E. ... AUDITOR
SPOKANE, COUNTY, WASH.

INTEROFFICE

TITLE NOTICE

VOL. 1456 PAGE 1515

FILED BY:
Spokane County Planning Department
North 721 Jefferson Street
Spokane, WA 99260
(509) 456-2205

SPOKANE COUNTY HAS TAKEN THE FOLLOWING LAND USE REGULATION ACTION IMPOSING A VARIETY OF SPECIAL DEVELOPMENT CONDITIONS ON MARCH 22, 1993. FILE NO. ZS-57-92 IS AVAILABLE FOR INSPECTION IN THE SPOKANE COUNTY PLANNING DEPARTMENT REGARDING THE BELOW-DESCRIBED PROPERTY:

Assessor's Parcel No.: 34032.0412

Legal Description:Lot 11, Block1, EXCEPT the north 1 1/2 acres; and Lot 12, Block 1 EXCEPT the north 1 1/2 acres, BOTH according to AMENDED PLAT OF SOUTH SPOKANE, as filed in Volume D of Plats, Page 12, in Spokane County, Washington.

NOTICE IS GIVEN TO ALL PARTIES WITH INTEREST IN THE ABOVE PROPERTY:
Planning Department File No.: ZS-57-92. Review this file for additional regulations other than those stated below.

Authority: Hearing Examiner Committee

1. At least 8 feet of future acquisition area for road right-of-way and utilities, in addition to the existing right-of-way, along Regal Street. NOTE: The additional dedication as required by the County Engineer shall be included within this 2 foot acquisition area.

2. Building and other setbacks required by the Spokane County Zoning Code shall be measured from the future acquisition area reserved for road right-of-way and utilities.

3. No required landscaping, parking, '208' areas, drainfield or allowed signs shall be within the future acquisition area for road right-of-way and utilities. If any of the above improvements are made within this area, they shall be relocated at the applicant's expense when roadway improvements are made.

4. The future acquisition area, until acquired by Spokane County, shall be private property and may be used as allowed in the zone except any improvements (such as landscaping, parking, surface drainage, drainfields, signs or others) shall be considered "interim" uses.

5. The property owner shall be responsible for relocating such "interim" improvements at the time Spokane County makes roadway improvements after acquiring said future acquisition area.

THE TERMS OF THIS 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 THE SP0KANE COUNTY PLANNING DEPARTMENT OR SUCCESSOR BY RECORDING OF A "TITLE NOTICE EXTINGUISHMENT" BASED UPON A FINDING THAT RELEASE SHOULD OCCUR.

BY SPOKANE COUNTY PLANNING DEPARTMENT:

Name: Tim Lawhead Title: Planner II

Signature: Tim Lawhead Date: July 7, 1993

9307130433

RECEIVED
FILED OR RECORDED INTEROFFICE
REQUEST OF
JUL 13 4 32 PM '93
WILLIAM E. CONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

TITLE NOTICE

VOL. 1456 PAGE 1517

FILED BY:
Spokane County Planning Department
North 721 Jefferson Street
Spokane, WA 99260
(509) 456-2205

Assessor's Tax Parcel Number: 34032.0412

The parcel of property legally described as Lot 11, Block 1, EXCEPT the north 1 1/2 acres; and Lot 12, Block 1, EXCEPT the north 1 1/2 acres, BOTH according to AMENDED PLAT OF SOUTH SPOKANE, as filed in Volume D of Plats, Page 12, in Spokane County, Washington.is the subject of a land use action, imposing a variety of special development conditions, by a Spokane County Hearing Body or Administrative Official on March 22, 1993. File No. ZS-57-92 is available for inspection and copying in the Spokane County Planning Department.

Release of this Title Notice can only be accomplished through the authority of the Spokane County Planning Department or its successor by recording of a "Title Notice Extinguishment" based upon a finding that such release should occur.

BY SPOKANE COUNTY PLANNING DEPARTMENT:

Name: Tim Lawhead Title: Planner II

Signature: Tim Lawhead Date: July 7, 1993

9309270550

ORDINANCE No. C-29395

VOL 1490 PAGE 1212

An ordinance approving and confirming the assessments and assessment roll of Local Improvement District No. 13318, for the ~~improvement of~~ construction of a sanitary sewer and water main in Regal Street, in the City of Spokane, from 60th Avenue to 44th Avenue,

under Ordinance No. C 29070, and levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said roll; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the cost and expense of said improvement; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the assessments and assessment roll of Local Improvement District No. 13318 for the ~~improvement of~~ construction of a sanitary sewer and water main in Regal Street, in the City of Spokane, from 60th Street to 44th Avenue,

under Ordinance No. C 29070, as the same now stands, be and the same hereby are, in all things approved and confirmed.

Section 2. That each of the lots, tracts and parcels of land and other property shown upon said roll is hereby declared to be specially benefited by said improvement in at least the amount charged against the same, and that the assessment appearing against each lot, tract or parcel of land and other property is in proportion to the several assessments appearing upon said roll. There is hereby levied and assessed against each such lot, tract and parcel of land, and other property described in said roll, the amount finally charged against the same thereon.

Section 3. That the City Clerk is hereby directed to certify and transmit said assessment roll to the City Treasurer for collection pursuant to State law and the ordinances of the City of Spokane.

Section 4. That said assessments shall become due and payable on the 15th day of June, 1989, and thereafter shall bear interest at an effective rate of three-fourths of one percent in excess of the rate at which installment notes or bonds may be sold as authorized in the next following section of this ordinance. All or any portion of any assessment may be paid without penalty or interest at any time before said date. Any portion of any assessment not paid as aforesaid shall be paid to the City Treasurer in ten equal annual installments, the first of which shall be due, payable, and delinquent on the 15th day of June, 1990, and on the same day in each year thereafter, together with interest thereon. All delinquent installments, consisting of principal and interest, shall bear interest at the aforesaid rate to the date of payment or foreclosure sale, and in addition the total of the foregoing shall be subject to a penalty, the rate and calculation of which shall be as by general ordinance prescribed.

Section 5. That the 15th day of July, 1989, is hereby fixed as the date of issue of the installment notes or bonds required to be issued on account of said improvement; provided, a later date may be fixed by resolution of the City Council. No installment notes or bonds shall be issued in excess of the cost and expense of said improvement, or before the expiration of fifty (50) days from and after the date of the first publication of notice by the City Treasurer that said roll is in his hands for collection.

Section 6. This ordinance shall take effect and be in force from and after its passage.

Passed the City Council May 1, 1989.

Vicki S. McNeill
Mayor

Attest: Marilyn J. Montgomery
City Clerk

Approved as to Form:

Harlan Thurston
Assistant City Attorney

C29395

$ Parcel number
A Address of property
C Tax payer
D Record owner

VOL. 1490 PAGE 1213

	CODE	PARCEL NUMBER NAME	LEGAL DESCRIPTION AS ASSESSED	AREA	ASSESSMENT
24.	#	04434-0101			
	A	E 2820 57th Av	E120FT OF B1	15600	$3,368.90
	D	Empire Inv Prtn c/o Glen Cloninger Red Flag Bldg S 104 Freya, Suite 103A Spokane, Wa 99202		SIDE SWR	$920.90
	C	Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103 A Spokane, WA 99202			
25.	#	04434-0102			
	A		E120FT OF B2	15600	$4,456.75
	D	Empire Inv Prtn c/o Glen Cloninger S 104 Freya St Red Flag Bldg, Suite 103 A Spokane, Wa 99202		MANHOLE SIDE SWR	$1,087.80 $920.95
	C	Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103 A Spokane, WA 99202			
26.	#	04434-0103			
	A		E120FT OF B3	15600	$2,448.05
	D	Empire Inv Prtn c/o Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103A Spokane, Wa 99202			
	C	Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103 A Spokane, WA 99202			

	CODE	PARCEL NUMBER NAME	LEGAL DESCRIPTION AS ASSESSED	AREA	ASSESSMENT
27.	#	04434-0104			
	A		E120FT OF B4	15600	$2,448.00
	D	Empire Inv Prtn c/o Glen gloninger S 104 Freya St Red Flag Bldg, Suite 103 A Spokane, Wa 99202			
	C	Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103 A Spokane, WA 99202			
28.	#	04434-0105			
	A		E120FT OF B5	15600	$2,448.00
	D	Empilre Inv Prtn c/o Glen Cloninger S 104 Freya St Red Flag Bldg, Suite 103 A Spokane, Wa 99202			
	C	Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103 A Spokane, WA 99202			
29.	#	04434-0106			
	A		E120FT OF B6 EXC CO RD	12000	$1,883.00
	D	Empire Inv Prtn c/o Glen Cloninger S 104 Freya St Red Flag Bldg, Suite 103A Spokane, Wa 99202			
	C	Glen Cloninger S 104 Freya St Red Flag Bldg Suite 103 A Spokane, WA 99202			

04431.0116

ACD	Verda L Seiler S 5502 Regal St Spokane, Wa 99203	PT OF B27 LYG ELY OF LN DRN FROM PT 5FT 4IN E OF NW COR TO RT 9FT E OF SW COR	32253 SIDE SWR	$5,982.0C $920.9C

VOL. 1490 PAGE 1216

SOUTH SPOKANE,AMEND,PLAT

32. # 03432-0411

A D	S 5311 Regal St F Metzger 7410 Westmond Rd Sagle, Id 83860	WLY 120FT OF N1 1/2 AC OF L12 B1EXC ST	21057 SIDE SWR	$4,225.1C $920.9C
C	H L Metzger 7410 Westmond Rd Sagle, Id 83860			

33. # 03432-0436

D	V C Miller S2521 Manito Blvd Spokane, Wa 99203	WLY 120FT OF L13 B2 EXC N235FT & EXC CO RD	44040 SIDE SWR	$8,752.5C $1,841.85
AC	Akins Thrift Inc E 2911 57th Av Spokane, WA 99203			

34. # 03432-0442

A CD	S 5517 Regal St Harlan D Douglass E 815 Rosewood Av Spokane, Wa 99208	W120FT OF S100FT OF N235FT OF L13 B2	12000 SIDE SWR	$2,803.95 $920.9C

A D.	03432.0447 H H Routh Etal W 524 7th Av Spokane, Wa 99204	03-24-43 PTN OF GOV L4 LYG WLY OF LN DRN 180FT E OF & PAR TOW R/W LN OF REGAL ST	13509	$2,119.65
C	D E Marsden S 4525 Palouse Hwy Spokane, WA 99203			

VOL. 490 PAGE 1217

37. #	03432-0470			
A CD	Alda Spokane Association 160 Spear St Suite 920 San Francisco , CA 94105	WLY 120FT OF N235FT OF L13 B2 EXC S100FT	16200 SIDE SWR	$4,383.85 $1,841.85
		TOTAL.....		$294,553.00

9.	#	03432-9097			
	ACD	J Paul Shields S 5015 Regal St Spokane, Wa 99223	03-24-43 E120FT OF W150FT OF N173FT OF S1/2 OF N1/2 OF GOV L12 IN N1/2	20760 SIDE SWR	$4,178.50 $920.90

03432.9097

VOL. 1490 PAGE 1218

10.	#	03432-9098			
	A D	S 5023 Regal St W H Trefry c/o Paul Shields S 5015 Regal St Spokane, Wa 99223	03-24-43 E120FT OF W150FT OF S1/2 OF N1/2 OF L12 IN N1/2	19431	$3,049.10
	C	Paul J Shields S 5015 Regal St Spokane, WA 99223			

LID 13318 AP

CODE	PARCEL NUMBER NAME	LEGAL DESCRIPTION AS ASSESSED	AREA	ASSESSMENT
7. #	03432-9033			
A D	H H Routh Etal W 524 7th Av Spokane, Wa 99204	03-24-43 N31R 12 1-/2FT OF GOV L5 OF N 1/2 LYG WLY OF LN DRN 180FT E OF & PAR TO W R/W LN OF RGSAL ST EXC PTN W OF PALOUSE HWY	23086	$3,622.55
C	D E Marsden S 4525 Palouse Hwy Spokane, WA 99203			

LID 13318 AP

	CODE	PARCEL NUMBER NAME	LEGAL DESCRIPTION AS ASSESSED	AREA	ASSESSMENT
21.	‡	04431-9015			
X	A O	D & P Swartout Box 8118 Spokane, Wa 99203	04-24-43 N165FT OF S360FT OF E150FT OF L16 OF N1/2 EXC ST	19797 SIDE SWR	$4,027.35 $920.91
	C	Dennis Swartout Box 8118 Spokane, WA 99203			
18.	‡	04431-9001			
X	A CD	D E Marsden S4525 Palouse Hwy Spokane, Wa 99203	04-24-43 GOV L1 OF 1/2 LYG E OF REGAL ST	7013	$1,100.50
15.	‡	03433-9110			
X	A D	5905 Regal P J Mcennerney Spokane, Wa 99203	03-24-43 W150FT OF PTN OF NW1/4 OF SW-1/4 DAF: BEG ON E/L OF REGAL ST 9.70FT N OF SW COR OF N1/2 OF NW1/4 OF SW1/4 TH E307.44FT TH S283.-21FT TH W307.44FT TO E/L OF REGAL ST TH N283.51FT TO POB EXC THE S98FT THEREOF	22261 SIDE SWR	$4,414.15 $920.90
	C	First Interstate Bank of Wash Mortgage Div Box 21506 Seattle, Wa 98111 310775			

VOL. 1490 PAGE 1220

FILED AT THE
REQUEST OF City Spokane

SEP 27 2 56 PM '93

WALTER E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

4907074
Page: 1 of 4
06/09/2003 01:05P
AVISTA CORP FAS $22.00 Spokane Co. WA

Return Address:
Avista Corporation
Real Estate Department
P. O. Box 3727
Spokane, Washington 99220-3727

R. E. Excise Tax Exempt
Date 6/6 2003
Spokane County Treas.
By DL Gruber

ELECTRIC DISTRIBUTION LINE EASEMENT

For Mutual Benefits, the receipt of which is hereby acknowledged, _____
John R. Case, Managing Partner, Case Family Partnership

Please print the names of the grantors exactly as they have signed on the signature line(s) on page 2.

having the mailing address of 5415 S. Regal, Spokane, WA. 99203 the undersigned, "Grantor(s)", hereby grant(s), convey(s) and warrants(s) to the AVISTA CORPORATION, "Grantee", a Washington corporation, its successors and assigns, a perpetual easement on, over, under, along and across, real property identified by Assessor Parcel # 34032.0481 located in the Northwest Quarter (NW 1/4) of Section 3 , Township 24 North, Range 43 East, W. M., Spokane County, State of Washington , described as follows:

See Exhibit "A"

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate, and replace, an electric distribution line, consisting of 1 pole, 1 anchor and down guy, together with overhead conductor wires and all necessary fixtures and appurtenances, "facilities", on, over, under, along, and across above described property.

2. **ACCESS AND DAMAGE.** Grantee shall have access over and across the above described property and the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damage or compensates the Grantor for any damage to said properties as a result of such access, repair and maintenance.

3. **RIGHT OF WAY CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and

remove any and all brush, branches and trees, including danger trees, on the above described property of the Grantor, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's facilities as described herein, or that could interfere with the exercise of Grantee's rights as granted herein.

4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any building or dwelling directly beneath said electrical conductor wires or place buildings or structures that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

5. **INDEMNITY.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees.

6. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

Dated this 3rd day of March, 20 03.

John R. Case Mgr. Partner
Case Family Partners
Grantor Signature

Grantor Signature

John R. Case
Print Grantor Name

Print Grantor Name

Grantor Signature

Grantor Signature

Print Grantor Name

Print Grantor Name

STATE OF Washington)
) **ss.**
COUNTY OF Spokane)

On this day personally appeared before me

John R. Case, Managing Partner, Case FAmily Partnership

Please print the names of the grantors exactly as they have signed on the signature line(s) on page 2.

to me known to be the individual(s) described in and who executed the within and forgoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of March, 20 03.

Signature of Notary

Claude E. Kaler Jr.

Print Name of Notary
Notary Public in and for the
State of Washington

Residing at Spokane, Washington 99203

My commission expires May 31, 2006

CLAUDE E. KALER JR
COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 31, 2006
STATE OF WASHINGTON

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____

_____

_____

Please print the names of the grantors exactly as they have signed on the signature line(s) on page 2.

to me known to be the individual(s) described in and who executed the within and forgoing instrument and acknowledged that h signed the same as h free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20 ___.

Signature of Notary

Print Name of Notary
Notary Public in and for the
State of _____

Residing at _____

My commission expires _____

Exhibit "A" – Case Family Partnerships

The North thirty (30) feet of the South Half of the West Half (S1/2 W1/2) of Lot 12, Block 1, AMENDED PLAT OF SPOKANE ADDITION, as per plat recorded in Volume "D" of Plats, page 12, records of Spokane County and the North thirty (30) fee of the West sixty (60) feet of Lot 11, Block 1, SOUTH SPOKANE AMENDED PLAT, as per plat recorded in Volume "D" of Plats, Page 12, Records of Spokane County, State of Washington. All in Section 3, Township 24 North, Range 43 East, W. M.

A45829
Ext. Agreement FOR RELEASE Nov 1, 1935
Robt. Gruett
to BOOK 3 PAGE 455
W. W. P. Co.
Filed Jul 18, 1930
3 07 PM
Req. W. W. P. Co.
Frank J. Glover, Aud.
E. Froistad, Dep.
Rcd. by J. E. Bigger, Dep.
Mail to Req. City
COMPARED
Anderson, Van Marsh,

EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into by and between THE WASHINGTON WATER POWER COMPANY, a Washington corporation and the undersigned owner, WITNESSETH:

IT IS AGREED that The Washington Water Power Company will furnish, maintain and operate the necessary electric distribution apparatus in that certain district known as Moran Prairie between -- and-- to furnish electric service to the premises hereinafter described which are owned by the undersigned.

The undersigned agrees to acquire electrical appliances and to use, or cause to be used, electricity for heat, light and/or power so that the minimum amount to be paid for same by him (in lieu of excess construction cost) shall be One Dollar# per month and for a period of not less than five (5) years. The undersigned agrees to pay the Power Company for electricity used, according to the regular rate schedules and tariff on file with the Department of Public Works of the State of Washington or Public Utilities Commission of Idaho, and shall pay in any event a minimum amount, as hereinabove specified.

The undersigned Robt. Gruett owner of the following described property: South 3½acres of Lot 11 and Lot 12, South Spokane Addition further agrees that all charges made by the Power Company for electricity in accordance with the said schedules and used on said premises, and also any minimum amount, as specified in this contract, whether incurred by the undersigned or by a tenant of the undersigned, shall be a lien on the premises above described, which may be foreclosed as a mortgage.

IT IS FURTHER AGREED that this contract shall be binding upon the respective parties to this agreement and respective executors, administrators, successors or assigns.

DATED this 25th day of June, 1930.

THE WASHINGTON WATER POWER COMPANY
By Lewis A. Lewis
Owner Robt Gruett Route #3 Spokane

Attest: Waldo W. Skuse
STATE OF WASHINGTON
COUNTY OF SPOKANE, ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 25th day of June, A. D. 1930, personally appeared before me, Robert Gruett to me known to be the individual I described in and who executed the within instrument, and acknowledged that He signed and sealed the same as His free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this 25th day of June, A. D. 1930.

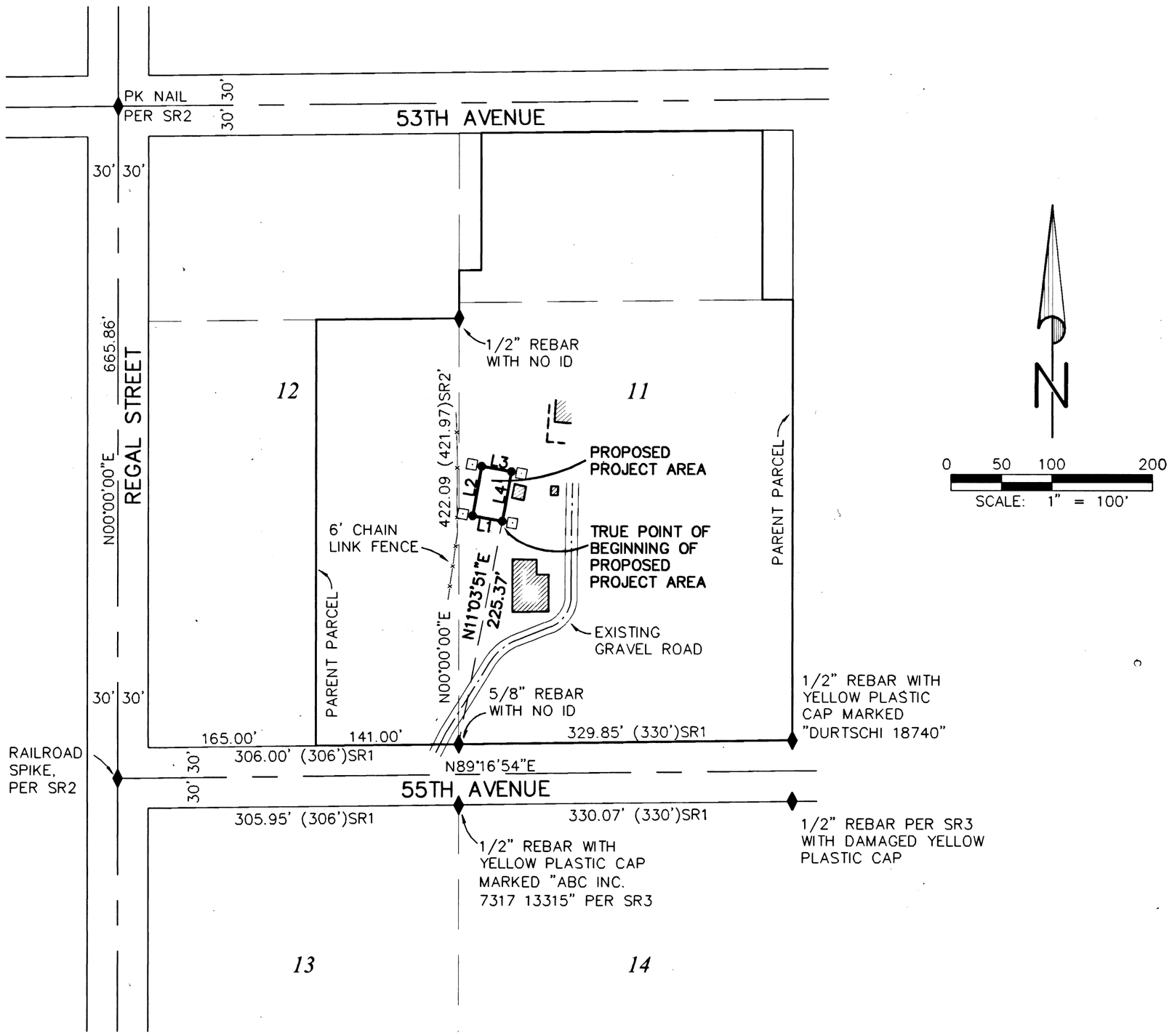
:- - - -

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 8th DAY
OF April, 2003 AT 9:46 A.M.
IN BOOK 106 OF Surveys AT PAGE 3
AT THE REQUEST OF ADAMS & CLARK, INC.

(Signed) J. Higdem
County Auditor

4873476
Bk 106
Pg 3



LEGAL DESCRIPTION OF PARENT PARCEL (NOT SURVEYED)

(As shown in the Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company, Order No. 104798, effective date September 13, 2002.)

Lot 12, Block 1, AMENDED PLAT OF SOUTH SPOKANE ADDITION, as per plat recorded in Volume "D" of Plats, Page 12, records of Spokane County;

EXCEPT the North one and one-half acres thereof;

AND EXCEPT the West 165 feet thereof;

AND Lot 11, block 1, SOUTH SPOKANE AMENDED PLAT, as per plat recorded in Volume "D" of Plats, Page 12, records of Spokane County;

EXCEPT the North 30 feet AND the East 30 feet as conveyed to the City of Spokane, recorded June 7, 1971 under Auditor's File Nos. 553786C and 553787C;

AND EXCEPT the West 22 feet of the North 136 feet of said Lot 11;

Situate in the County of Spokane, State of Washington.

LEGAL DESCRIPTION OF PROPOSED PROJECT AREA

(Prepared by Adams & Clark, Inc.)

That portion of Lot 11, Block 1 of the Amended Plat of South Spokane Addition, Spokane County, Washington, according to the official plat thereof filed for record in Volume "D" of Plats, page 12 of the records of Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Lot 11, from which the southeast corner of Lot 11 bears N89°16'54"E; thence N11°03'51"E 225.37 feet to the TRUE POINT OF BEGINNING; thence N79°36'32"W 30.00 feet; thence N10°23'28"E 50.00 feet; thence S79°36'32"E 30.00 feet; thence S10°23'28"W 50.00 to the TRUE POINT OF BEGINNING;

Containing 1,500 square feet.

LINE TABLE		
LINE	BEARING	LENGTH
LI	N79°36'32"W	30.00'
L2	N10°23'28"E	50.00'
L3	S79°36'32"E	30.00'
L4	S10°23'28"W	50.00'

SURVEY REFERENCES

SR1 = Amended Plat of South Spokane, Volume "D" Page 12.
SR2 = Record of Survey, Book 1 Page 148.
SR3 = Record of Survey, Book 56 Page 8.

EQUIPMENT AND PROCEDURES

This survey was performed with a 6 second total station theodolite using field traverse procedures.

BASIS OF BEARINGS

N00°00'00"E was assumed on the centerline of Regal Street as shown.

LEGEND

● = SET 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C INC. 12904"

⊡ = SET HUB & TACK AT 10' OFFSET FROM SITE CORNERS

♦ = FOUND AS SHOWN

NO ID = NO IDENTIFYING CAP OR TAG

= EXISTING BUILDING

= FENCE LINE

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 NORTHWEST TOWER IN SEPTEMBER, 2002.

DANIEL B. CLARK
CERTIFICATE NO. 12904

DANIEL B. CLARK
STATE OF WASHINGTON
12904
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 4/2/03

3-24-03

SHEET 1 OF 1

RECORD OF SURVEY: A PORTION OF LOT 11, BLOCK 1, AMENDED PLAT OF SOUTH SPOKANE ADDITION, IN SECTION 3, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M. SPOKANE COUNTY, WASHINGTON

NW	NE
SW	SE
03-24-43	

AC Adams & Clark, Inc.
1720 W. Fourth Ave.
Spokane, WA 99204-1702
(509) 747-4600

DATE:	03/21/03	DWG. BY:	CDJ
SCALE:	1"=100'	F.B. NO.	631
FOR:	NW TOWER	W.O. NO.	2002-01-134

P:\2002113\4\dwg\2002113\4R0S.dwg CDJ 10-09-2002

106/3

Spokane County
Department of Building & Planning
1026 West Broadway Avenue
Spokane, WA 99260

02/04/2014 02:05:07 PM 6282376
Recording Fee $72.00 Page 1 of 1
Notice SPOKANE, COUNTY BUILDING & PLANNING
Spokane County Washington

TITLE NOTICE

Parcel No.: 34032.0480 AND 34032.0481

Legal Property Owner: VAUGHNS 57TH AVENUE, LLC

The parcel(s) of property legally described as:

Parcel number: 34032.0480
SOUTH SPOKANE AMENDED PLAT N 1.5 ACS OF LT12 & W 22FT OF N 136FT OF LT11 BLK1 EXC N 30FT CONVEYED TO SPOKANE COUNTY FOR RD AND EXC RD

AND

Parcel Number: 34032.0481
SOUTH SPOKANE AMENDED PLAT LT11 BLK1 EXC N 30' & E 30' AS CONVEYED TO COUNTY OF SPOKANE & EXC W 22' OF N 136' OF SD LT11

is the subject of a land use action by the Spokane County Hearing Examiner on November 5, 2013, imposing a variety of special development conditions. File No. ZS-01-13 is available for inspection and copying in the Spokane County Building and Planning Department.

Release of this Title Notice can only be accomplished through the authority of the Spokane County Department of Building and Planning or its successor by recording of a "Title Notice Extinguishment" based upon a finding that such release should occur.

BY SPOKANE COUNTY DEPARTMENT OF BUILDING AND PLANNING:

Name: Tammy Jones Title: Senior Planner

Signature: Tammy Jones Date: January 29, 2014

03/15/2017 03:17:58 PM 6585852
Recording Fee $141.00 Page 1 of 19
Easement INLAND, PROFESSIONAL TITLE
Spokane County Washington

RETURN ADDRESS
Linear's
127 John Clarke Rd
Middleton, RI 02842

Please Type of Print Neatly & Clearly All Information 031517.1-19

DOCUMENT TITLE

COURTESY RECORDING

Grant of Easement

REFERENCE NUMBER(S) OF RELATED DOCUMENTS

GRANTOR(S)
Vaughn's 57th Avenue, LLC

GRANTEE(S)
Global Signal Acquisition IV LLC

LEGAL DESCRIPTION: (abbreviated form is acceptable) i.e. Section/Township/Range/ ¼ Section

Lot 11 Block 1 South Spokane Amended Plat
Ptn NW 1/4 3-24-43

ASSESSOR'S TAX PARCEL ID NUMBER:
34032.0493 and 34032.0494

This Grant of Easement conveys a right of first refusal

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy of 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 36.16.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the head of the original document. Fee for non-standard processing is $50.00

D Johnson for Lorraine Livingston

R. E. Excise Tax Exempt
Date 3-15 2017
Spokane County Treas.
By S KB

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made effective this 27TH day of FEBRUARY, 2017 ("Effective Date"), by and between **VAUGHN'S 57TH AVENUE, LLC, a Washington limited liability company** ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company** ("GSA IV or Grantee").

1. **Description of Grantor's Property**. Grantor is the owner of that certain land and premises in Spokane, County of Spokane, State of Washington, by Statutory Warranty Deed recorded on November 5, 2013, at Instrument No. 6262460, in the Public Records of Spokane County, Washington, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For the amount of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a thirty-two (32) feet by sixty-three (63) feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and legally described in Exhibit "C-1" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, the following rights and interests: (i) a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and legally described in Exhibit "C-2", and (ii) a non-exclusive, perpetual right-of-way along a ten (10) foot wide right-of-way extending from the nearest public right-of-way with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Utility Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and legally described in Exhibit "C-3" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement and Utility Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Spokane County, State of Washington. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over the portion of Grantor's Property that is reasonably necessary for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. **Easement Area.** The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment, and a cell on wheels ("COW") system and related equipment, and (ii) uses incidental thereto, including without limitation, testing of any kind, for GSA IV's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that it shall have no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact solely for the purpose of executing land use applications, permits, licenses and other approvals on Grantor's behalf, subject to the Permitted Use. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Perpetual Easement.** This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

8. **Security of GSA IV's Communications Facilities**. GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

9. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area, if the encroachment, interference or hazard is not remedied by Grantor after written notice and 10 calendar days' opportunity to cure. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions and repairing any damage to Grantor's Property as a result of GSA IV's exercise of removal rights under this Section 9. Notwithstanding anything to the contrary in this Section 9, GSA IV shall have the right to remove

obstructions, including but not limited to vegetation, which reasonably presents an imminent hazard to person or property without prior notice to Grantor.

10. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

11. **Real Estate Taxes.** During the term of the Easement, GSA IV shall pay all real and personal property taxes directly attributable to the Easement Area. Grantor shall exercise good faith efforts to have the Easement Area separately assessed for tax purposes. If the Easement Area is separately assessed for tax purposes, then in connection therewith, Grantor shall direct the applicable tax authority to submit the appropriate bill/assessment directly to GSA IV at the address identified herein. Beginning on the date the Easement Area is separately assessed for tax purposes, and continuing thereafter for so long as the Easement remains in full force and effect, GSA IV shall be responsible for all real and personal property taxes attributable to the Easement Area upon receipt of the appropriate bill/invoice. Alternatively, if the Easement Area is not separately assessed by the taxing authority, then GSA IV agrees to reimburse Grantor, within sixty (60) days of its receipt of such tax bill/assessment and proof of payment, for the portion of Grantor's tax bill/assessment directly attributable to GSA IV's use of the Easement Area. If the Easement Area's valuation not be expressly identified in the tax bill/assessment, then a separate allocation should be made to determine the value attributable to the Easement Area. This allocation will be based on the relationship of the assessed value attributed to the improvements and land within the Easement Area as a percentage of the overall assessed real estate valuation. Should the assessment include improvements outside of the Easement Area, the value of such improvements will be excluded from GSA IV's portion of the tax assessment. Grantor shall pay all taxes (other than those to be paid directly to the taxing authority by GSA IV as aforesaid) levied against Grantor's Property on or before the date such taxes become delinquent, and, in the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes"). In all instances (whether or not separately assessed), GSA IV reserves the right to challenge any real estate and/or personal property tax assessment against Grantor's Property, the Easement Area and/or any improvements within the Easement Area, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. For purposes of this Section 12, "Easement Area" does not include the Access Easement.

12. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. Enforcement.

a) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

14. Limitation on Damages. In no event shall either party be liable to the other party for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

15. Recording. Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

16. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may

be due to or caused by the acts of GSA IV, its agents or invitees. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, its agents or invitees, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

17. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

18. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

19. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

20. **Grantor's Property**. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

21. Entire Agreement. Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

22. Construction of Document. Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

23. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Spokane County, State of Washington.

24. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:	Vaughn's 57th Avenue, LLC Attn: Cyrus W. Vaughn III 521 W. Main Ave. Spokane, WA 99201
If to GSA IV:	Global Signal Acquisitions IV LLC c/o Crown Castle USA Inc. General Counsel Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317

25. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or

encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

26. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

27. **Mortgages.** This Easement shall be subordinate to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that the holder of any such Mortgage shall recognize (i) the validity of this Easement in the event of foreclosure of any interest(s) in Grantor's Property and (ii) GSA IV's right to occupy Grantor's Property, including any rights of access and/or utilities related thereto. Simultaneously with the execution of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to GSA IV a non-disturbance agreement, in recordable form, reasonably acceptable to GSA IV for any pre-existing Mortgage(s) which may encumber all or a portion of Grantor's Property, including the Easement Area. Following the full execution of this Easement and prior to the recordation of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to GSA IV a non-disturbance agreement, in recordable form, reasonably acceptable to GSA IV for any subsequent Mortgage(s) that may encumber all or a portion of the Grantor's Property, including the Easement Area.

28. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

29. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

30. **Abandonment.** If GSA IV abandons the Easement Area, and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV and giving GSA IV the opportunity to reclaim this Easement Area within thirty (30) days of receipt of said written notice. In the event GSA IV fails to reclaim the Easement Area within the thirty (30) day period, Grantor may thereafter terminate this

Easement by providing written notice of termination to GSA IV. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within one hundred twenty (120) days from the date of such termination, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTOR:
VAUGHN'S 57TH AVENUE, LLC, a
Washington limited liability company

By: _____
Print Name: Cyrus Vaughn, III
Title: Manager

LIMITED LIABILITY COMPANY

STATE OF WA)
)SS.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Cyrus W Vaughn III is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the manager of VAUGHN'S 57TH AVENUE, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/27/17.

Notary Seal

Notary Public
State of Washington
Barbara E Trudeau
Commission Expires 07-01-2018

Barbara E Trudeau
(Signature of Notary)
BARBARA E TRUDEAU
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of WA
My appointment expires: 7/1/2018

GSA IV
GLOBAL SIGNAL ACQUISITIONS IV
LLC, a Delaware limited liability company

By: _____

Print Name: Angela Siebe
Title: Director Land Acq. Ops

LIMITED LIABILITY COMPANY

STATE OF Texas)
)SS.
COUNTY OF Harris)

I certify that I know or have satisfactory evidence that Angela Siebe is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of GLOBAL SIGNAL ACQUISITIONS IV LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/27/17.

Notary Seal

KELSER RONNETTE MCMILLER
Notary Public, State of Texas
Comm. Expires 03-25-2018
Notary ID 128219417

(Signature of Notary) Kelser McMiller

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Texas
My appointment expires: 3-25-18

EXHIBIT "A"
TO GRANT OF EASEMENT

[Description of Grantor's Property]

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON, BEING A PORTION OF LOT 11, BLOCK 1, SOUTH SPOKANE AMENDED PLAT ACCORDING TO THE PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 12, RECORDS OF SPOKANE COUNTY, WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11, BEING HEREINABOVE DESCRIBED; THENCE ALONG THE EAST LINE OF SAID LOT 11, NORTH 01°10'41" WEST 52.00 FEET TO A LINE PARALLEL WITH AND 52.00 FEET NORTHERLY OF, BEING MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 11; THENCE ALONG SAID PARALLEL LINE, 88°03'25" WEST 83.01 FEET TO A LINE PARALLEL WITH AND 83.00 FEET WESTERLY OF, BEING MEASURED AT RIGHT ANGLES TO, THE SAID EAST LINE OF LOT 11;

THENCE ALONG SAID PARALLEL LINE, SOUTH 01°10'41" EAST 52.00 FEET TO SAID SOUTH LINE OF LOT 11;

THENCE ALONG SAID SOUTH LINE, NORTH 88°03'25" EAST 83.01 FEET TO THE SAID POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 4,316 FEET OF LAND, MORE OR LESS.

BEING KNOWN AS LOT A OF UNRECORDED LOT LINE ADJUSTMENT NO. CE-5-16.

EXHIBIT "B"
TO GRANT OF EASEMENT

[Site sketch including access road to property]

EXHIBIT "C-1"
TO GRANT OF EASEMENT

[Description of Easement Area]

A parcel of land located in the Northwest Quarter of Section 3, Township 24 North, Range 43 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

> **Commencing** at the southwest corner of the Northwest Quarter of Section 3, Township 24 North, Range 43 East, Willamette Meridian, from which the southeast corner of the Northwest Quarter of said Section 3, bears North 87°59'07" East, a distance of 2708.79 feet, as shown on an unrecorded boundary line adjustment survey by Duryea & Associates, dated January 2016, under Job No. 13-1785;
>
> thence North 37°38'32" East, a distance of 928.87 feet to the **Point of Beginning;**
>
> thence North 01°10'41" West, a distance of 32.00 feet;
>
> thence North 88°03'25" East, a distance of 63.00 feet;
>
> thence South 01°10'41" East, a distance of 32.00 feet;
>
> thence South 88°03'25" West, a distance of 63.00 feet to the **Point of Beginning;**

Containing 2,016 square feet or 0.05 acres, more or less.

EXHIBIT "C-2"
TO GRANT OF EASEMENT

[Description of Access Easement Area]

A strip of land 20 feet wide across a parcel of land located in the Northwest Quarter of Section 3, Township 24 North, Range 43 East, Willamette Meridian, Spokane County, Washington, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

> **Commencing** at the southwest corner of the Northwest Quarter of Section 3, Township 24 North, Range 43 East, Willamette Meridian, from which the southeast corner of the Northwest Quarter of said Section 3, bears North 87°59'07" East, a distance of 2708.79 feet, as shown on an unrecorded boundary line adjustment survey by Duryea & Associates, dated January 2016, under Job No. 13-1785;
>
> thence North 37°38'32" East, a distance of 928.87 feet;
>
> thence North 01°10'41" West, a distance of 32.00 feet;
>
> thence North 88°03'25" East, a distance of 63.00 feet;
>
> thence South 01°10'41" East, a distance of 16.00 feet to the **Point of Beginning;**
>
> thence North 88°03'18" East, a distance of 20.01 feet to the **Point of Terminus;**
>
> Lengthening and shortening the side lines of said strip so as to terminate on the east property line and the east line of the tower lease.

Containing 400 square feet or 0.01 acres, more or less.

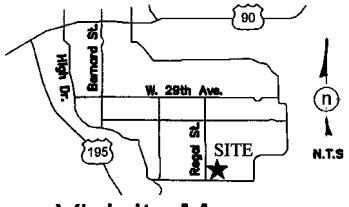
EXHIBIT "C-3"
TO GRANT OF EASEMENT

[Description of Utility Easement Area]

A strip of land 10 feet wide across a parcel of land located in the Northwest Quarter of Section 3, Township 24 North, Range 43 East, Willamette Meridian, Spokane County, Washington, being 5 feet wide on each side of the following described centerline, more particularly described as follows:

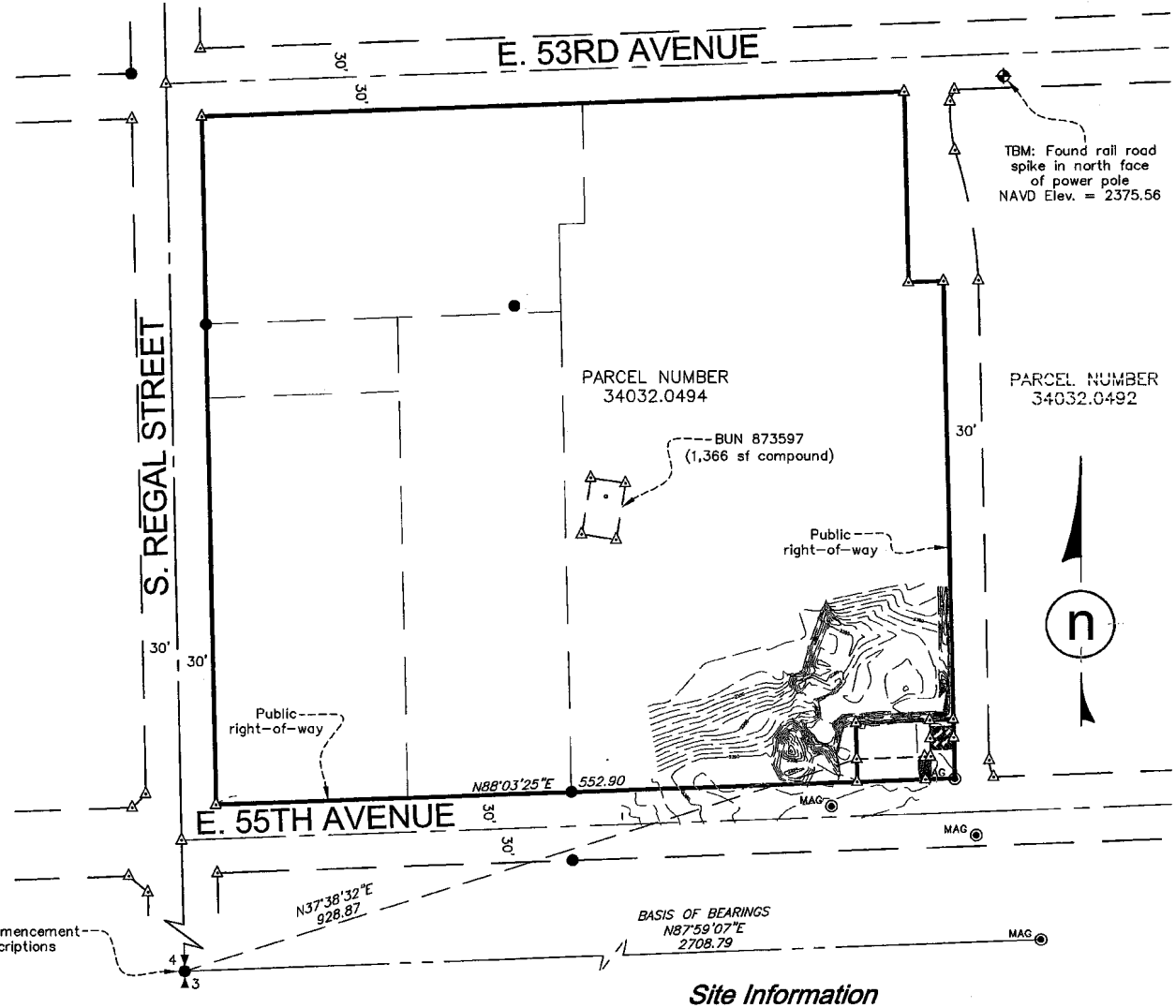
> **Commencing** at the southwest corner of the Northwest Quarter of Section 3, Township 24 North, Range 43 East, Willamette Meridian, from which the southeast corner of the Northwest Quarter of said Section 3, bears North 87°59'07" East, a distance of 2708.79 feet, as shown on an unrecorded boundary line adjustment survey by Duryea & Associates, dated January 2016, under Job No. 13-1785;
>
> thence North 37°38'32" East, a distance of 928.87 feet;
>
> thence South 01°10'41" East, a distance of 20.00 feet to the north right-of-way line of East 55th Avenue;
>
> thence North 88°03'25" East along said north right-of-way line of East 55th Avenue, a distance of 58.27 feet to the **Point of Beginning;**
>
> thence North 01°56'35" West, a distance of 20.00 feet to the **Point of Terminus;**
>
> Lengthening and shortening the side lines of said strip so as to terminate on the north right-of-way line of East 55th Avenue and the south line of the tower lease.

Containing 200 square feet or 0.005 acres, more or less.



Vicinity Map

NOT TO SCALE



Legend

- △ = Calculated point (nothing found or set)
- ● = Found rebar
- MAG ◉ = Found mag nail
- ✥ = Found benchmark
- PP ⊖ = Power pole
- ☼ = Light pole
- Ⓔ = Electric manhole
- EM △ = Electric meter
- TP □ = Telephone pedestal
- WV ⋈ = Water valve
- FH ⋈ = Fire hydrant
- ▭ = Sign
- = Fence line
- OE = Overhead electric line
- UE = Underground electric line
- W = Water line

	AREA TABLE	SQUARE FEET	ACRE
Ⓐ	PARENT PARCEL		±8.7
Ⓑ	ACCESS EASEMENT	400	0.01
Ⓒ	UTILITY EASEMENT	200	0.005
Ⓓ	TOWER EASEMENT	2,016	0.05

0 100 200
scale in feet
1"=100'

Site Information

Site Name – Regal Knight
Site Number – BUN 829584
Site Address – 3023 E. 55th Avenue, Spokane, WA 99223
Flood Zone Designation – X
Parcel Land Owner – Vaughn 57th Avenue, LLC
Parcel Zoning – Center & Corridor Type 2 (CC2-DC)
Parcel Number – 34032.0494 & 34032.0493
Parcel Deed Recorded – 6262460

EASEMENT SURVEY

IN SECTION 3,
TOWNSHIP 24 NORTH, RANGE 43 EAST

FOR: CROWN CASTLE

SITE NAME: REGAL KNIGHT
BUN: 829584
ADDRESS: 3023 E. 55TH AVENUE, SPOKANE, WA 99223
SPOKANE COUNTY

CROWN CASTLE
3530 TORINGDON WAY, SUITE 300, CHARLOTTE, NC 28277

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 326
Office:(386) 418-0500 Fax:(386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

Hayden, Idaho 83835 12229 W. Dakota Aven
www.h2survey.com| Phone: (208) 772-66

DRAWN BY: RMH | CHECKED BY: JAB | JOB #: 2016-072

SURVEYOR'S NOTES

1. BASIS OF BEARING, A BEARING OF N87°59'07E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, AS SHOWN ON AN UNRECORDED BOUNDARY LINE ADJUSTMENT SURVEY BY DURYEA & ASSOCIATES, DATED JANUARY 2016, UNDER JOB NO. 13-1785.

2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO CROWN CASTLE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

JOSHUA A. BAGLEY
STATE OF WASHINGTON
42105
REGISTERED
PROFESSIONAL LAND SURVEYOR

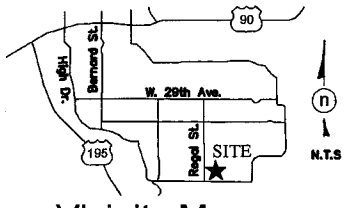
8/24/16

h2 Surveying

Joshua A Bagley
LAND SURVEYOR – Washington 42105

Date of Survey: 6/16
Date of Last Revision: 8/24/16

SHEET 1 OF 3



Vicinity Map

NOT TO SCALE

TOWER EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°10'41" W	32.00
L2	N 88°03'25" E	63.00
L3	S 01°10'41" E	32.00
L4	S 88°03'25" W	63.00

UTILITY EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L5	S 01°10'41" E	20.00
L6	N 88°03'25" E	58.27
L7	N 01°56'35" W	20.00

Legend

- △ = Calculated point (nothing found or set)
- ● = Found rebar
- MAG ◉ = Found mag nail
- ◆ = Found benchmark
- PP = Power pole
- ☼ = Light pole
- Ⓔ = Electric manhole
- EM = Electric meter
- TP □ = Telephone pedestal
- WV ⋈ = Water valve
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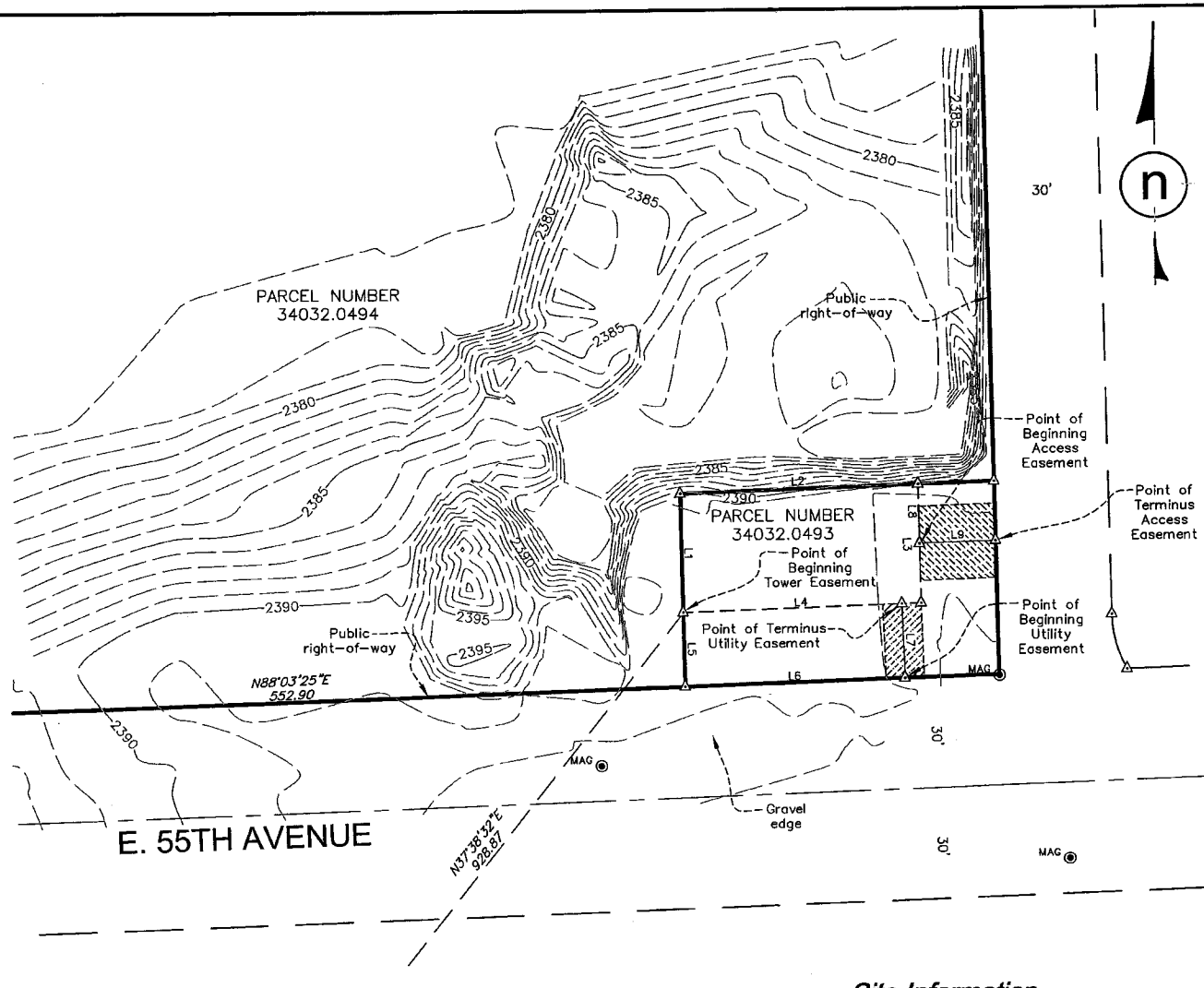
- —UE— = Underground electric line
- —W— = Water line



AREA TABLE		SQUARE FEET	ACRE
Ⓐ	PARENT PARCEL		±8.7
Ⓑ	ACCESS EASEMENT	400	0.01
Ⓒ	UTILITY EASEMENT	200	0.005
Ⓓ	TOWER EASEMENT	2,016	0.05

0 30 60
scale in feet
1"=30'

ACCESS EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°10'41" W	32.00
L2	N 88°03'25" E	63.00
L8	S 01°10'41" E	16.00
L9	N 88°03'18" E	20.01

Site Information

Site Name – Regal Knight
Site Number – BUN 829584
Site Address – 3023 E. 55th Avenue, Spokane, WA 99223
Flood Zone Designation – X
Parcel Land Owner – Vaughn 57th Avenue, LLC
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IN SECTION 3,
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FOR: CROWN CASTLE

SITE NAME: REGAL KNIGHT
BUN: 829584
ADDRESS: 3023 E. 55TH AVENUE,
SPOKANE, WA 99223
SPOKANE COUNTY

CROWN CASTLE
3530 TORINGDON WAY, SUITE 300, CHARLOTTE, NC 28277

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SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO CROWN CASTLE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

JOSHUA A. BAGLEY
STATE OF WASHINGTON
42105
REGISTERED
PROFESSIONAL LAND SURVEYOR

8/24/16

h2 Surveying

Joshua A Bagley
LAND SURVEYOR – Washington 42105

Date of Survey: 6/6
Date of Last Revision: 8/24/16

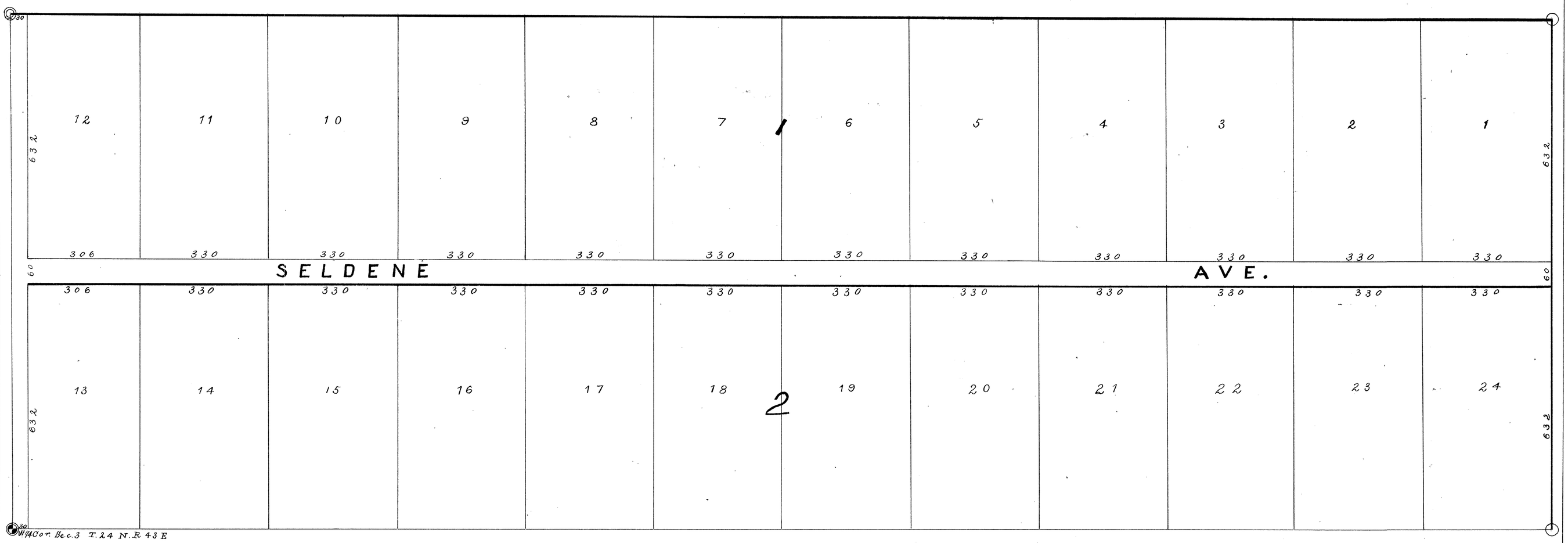
SHEET 2 OF 3

SOUTH SPOKANE

SPOKANE CO. WASHINGTON

Amended plat and Dedication

Filed Apr. 21, 1892 at. 1 00 P.M.
Reguest of The Washington Abstract & Title Guarantee Co.
Recorded Apr. 23, 1892
J. J. L. Peel Auditor
By W. H. HOSLER Deputy



DEDICATION.

Know all men by these presents that we Isabelle Bussier widow and Ella Grinnell and Fred B. Grinnell her husband have platted and laid off the land shown upon the annexed map to be known as South Spokane Spokane County Washington situated in lots 13-14-15 Section 3 Township 24 North Range 43 East of W.M. and we do herby rededicate to the public for public use forever the streets as shown upon the annexed amended map

In testimony whereof we have hereunto set our hands and seals this 15th day of April A.D. 1892

Witnesses
H. H. McMillan (Seal)
K. J. L. Ross (Seal)

Isabelle Bussier (Seal)
Ella Grinnell (Seal)
Fred B. Grinnell (Seal)

State of Washington
County of Spokane } SS

I H. H. McMillan a Notary Public in and for said county and state, do hereby certify that on this 15th day of April A.D. 1892. personally appeared before me Isabelle Bussier widow and Ella Grinnell and Fred B Grinnell her husband known to me to be the identical persons described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written

H. H. McMillan
Notary Public, Washington.
Residing at Spokane, Wash.

H. H. McMILLAN NOTARY PUBLIC STATE OF WASH. COMMISSION EXPIRES MARCH 19 1894

RIGHT OF WAY DEED 553786C OFF. VOL. 92 PAGE 1093

Indexed
Compared
Paged

Not Com

IN THE MATTER of the 53RD AVENUE No. 1541

KNOW ALL MEN BY THESE PRESENTS, That Harold L. Metzger and Mrs. Frances Metzger, his wife, of the County of Spokane, in the State of Washington, in consideration of the benefits and other valuable considerations, and the sum of One and No/100 ($1.00) Dollars, paid them by the County of Spokane, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said Spokane County, the following described parcel of land, situated in Spokane County, in the State of Washington, to-wit:

~~A strip of land feet wide on side of and parallel with line of said road or so much of the property of the grantor as lies within said foot strip, as surveyed, for the above mentioned road, as shown in the field notes and on the official plat thereof on file in the office of the Spokane County Engineer, over and across~~ The north 30 feet of Lots 11 and 12 of Block 1 of Amended Plat of South Spokane in the Northwest Quarter (NW¼)

of Section 3, Township 24 North, Range 43, E.W.M.

TO HAVE AND TO HOLD the same, unto the said Spokane County for the purposes of a public road forever.

In witness whereof they have hereunto set their hands and seals this 25th day of May, 19 71.

Harold L. Metzger (Seal)

Mrs. Frances Metzger (Seal)

(NOTE: If married, must be signed by both husband and wife.)

Form CR 655

553786C

STATE OF WASHINGTON, } ss.
County of Spokane.

On this 25th day of May, A. D. 1971, before me personally appeared Harold L. Metzger personally known to me to be the persons Mrs. Frances Metzger that/who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said persons, for the uses and purposes herein mentioned, and on oath each stated that they are authorized to execute this instrument and that seal affixed is the seal of said persons.

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

(Seal)

Louise J. Banks
Justice of Peace
Notary Public

In and for the State of Washington,
residing at Spokane

RIGHT OF WAY DEED

ROAD

STATE OF WASHINGTON, } ss.
County of Spokane.

This is to certify that this instrument was filed in the office of the Auditor of Spokane County at the request of

on this day of 19

at o'clock M.

County Auditor.

By Deputy.

FILED OR RECORDED

REQUEST OF County Eng.

JUN 7 1 37 PM 1971

VERNON OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

xxx Reg

RIGHT OF WAY DEED

553787C

OFF. VOL. 92 PAGE 1095

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IN THE MATTER of the UNNAMED RIGHT OF WAY No. 1541

KNOW ALL MEN BY THESE PRESENTS, That Harold L. Metzger and Mrs. Frances Metzger, his wife, of the County of Spokane, in the State of Washington, in consideration of the benefits and other valuable considerations, and the sum of One and No/100 ($1.00 Dollars, paid them by the County of Spokane, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said Spokane County, the following described parcel of land, situated in Spokane County, in the State of Washington, to-wit:

~~A strip of land feet wide on side of and parallel with line of said road or so much of the property of the grantor as lies within said feet strip, as surveyed for the above mentioned road, as shown in the field notes and on the official plat thereof on file in the office of the Spokane County Engineer, over and across~~ the east 30 feet of the north 1½ acres of Lot 11 of Block 1 of Amended Plat of South Spokane in the Northwest Quarter (NW¼)

of Section 3, Township 24 North, Range 43, E.W.M.

TO HAVE AND TO HOLD the same, unto the said Spokane County for the purposes of a public road forever.

In witness whereof they have hereunto set their hands and seals this 25th day of May, 1971

Harold L. Metzger (Seal)

Mrs Frances Metzger (Seal)

(NOTE: If married, must be signed by both husband and wife.)

Form CR 655

553787C

STATE OF WASHINGTON, } ss.
County of Spokane.

On this 25th day of May, A. D. 19 71, before me personally appeared Harold L. Metzger personally known to me to be the persons Mrs. Frances Metzger ~~that~~ who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said persons, for the uses and purposes herein mentioned, and on oath each stated that they are authorized to execute this instrument and that seal affixed is the seal of said persons.

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

(Seal)

Louise J. Banks
Justice of Peace
Notary Public

In and for the State of Washington,
residing at Spokane

RIGHT OF WAY DEED

ROAD

STATE OF WASHINGTON, } ss.
County of Spokane.

This is to certify that this instrument was filed in the office of the Auditor of Spokane County at the request of

on this day of 19

at o'clock M.

County Auditor.

By Deputy.

FILED OR RECORDED
REQUEST OF
County Eng.
JUN 7 1 37 PM 1971
VERNON OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

Req xxx

SPOK CNTY ENGINEERS WD $0.00
5081203
Page: 1 of 2
06/08/2004 12:37P
Spokane Co. WA

After Recording Return To:
Spokane County Engineer's Office
Attn.: Right of Way Department
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Statutory Warranty Deed
Grantors: Lamon, Joyce
Grantee: Government, County of Spokane
Legal Description: NW ¼ of Section 03, Township 24 N., Range 43 E.W.M., Spokane County, Washington
Additional Legal Description: See Page 1
Assessor's Tax Parcel Number : 34032.0480
CRP 2927, Map 15

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

STATUTORY WARRANTY DEED

IN THE MATTER OF REGAL ROAD, CRP 2927, ROAD FILE NO. 1047
KNOW ALL MEN BY THESE PRESENTS, that the Grantor, JOYCE LAMON, for and in consideration of Mutual Benefits, conveys and warrants to Spokane County, a political subdivision of the State of Washington, the following described real estate, situated in the County of Spokane, State of Washington:

A PORTION OF ASSESSORS PARCEL NO. 34032.0480

That portion of Lot 12, South Spokane Amended Plat, as per plat thereof recorded in Volume "D" of Plats, Page 12; lying Northwesterly of the following described line:

BEGINNING at a point on the West line of Lot 12, said point being 30.00 feet South of the Northwest corner thereof; thence South along the West line of said Lot, a distance of 8.00 feet, and the TRUE POINT OF BEGINNING of this line description; thence Northeast to a point on a line that is 30.00 feet South of and parallel with the North line of Lot 12, said point being 8.00 feet East of and 30.00 feet South of the Northwest corner thereof, and the end of this line description.

Located in the Northwest Quarter (NW ¼) of Section 3, Township 24 N., Range 43 E.W.M., Spokane County, Washington.

BJB 5-19-04

Encompassing 32 square feet.

6/1/2004 CBG
$2.00 2004092220

over

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19 day of May, 2004.

By: Joyce Lamon
JOYCE LAMON

By: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that JOYCE LAMON is the individual who appeared before me, and said individual acknowledged that she signed this instrument, and acknowledged it as her free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 19 day of May, 2004.

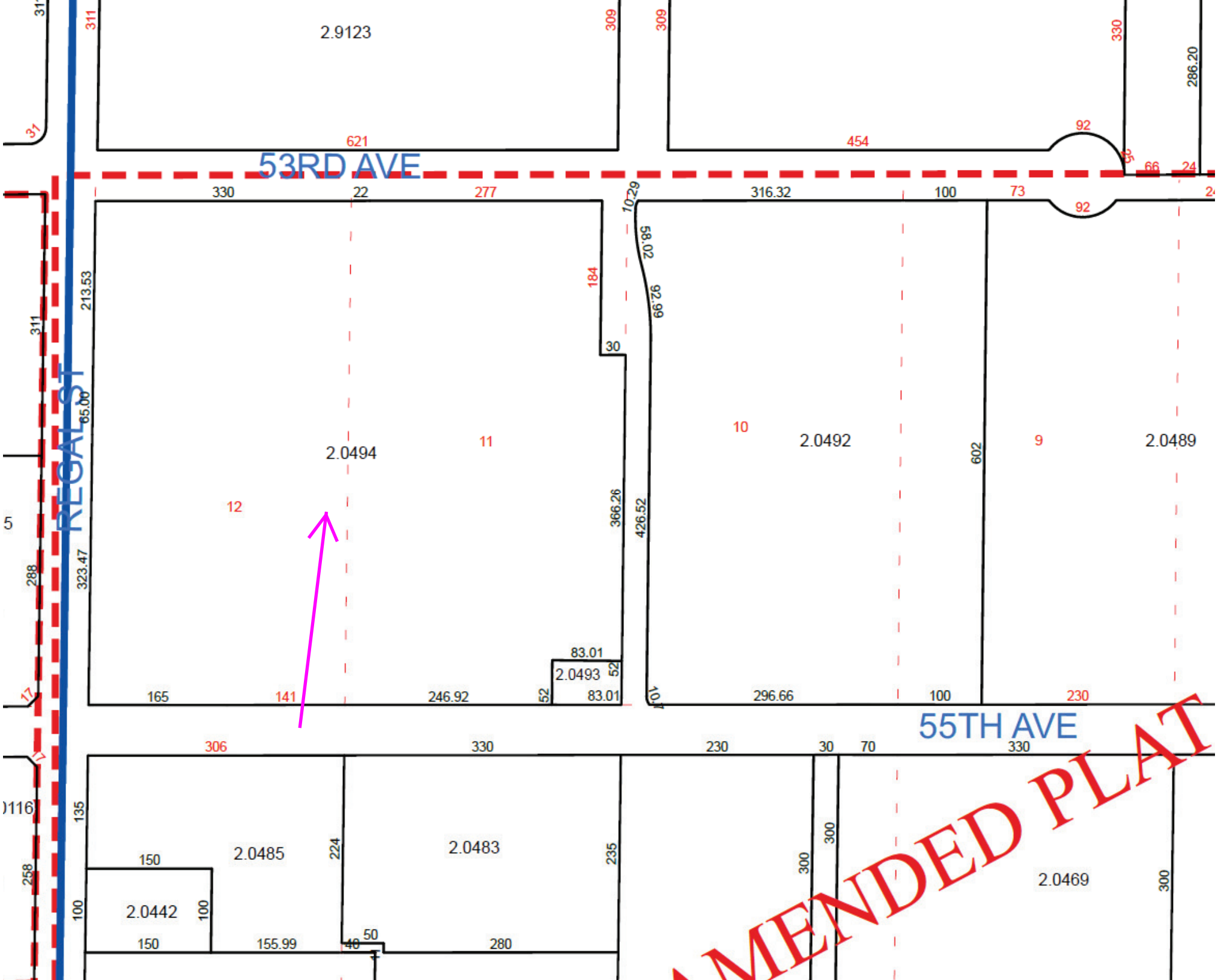
TERRI E. HANSEN
COMMISSION EXPIRES
NOTARY
PUBLIC
SEPTEMBER 1, 2006
STATE OF WASHINGTON

Terri Hansen
NOTARY PUBLIC
In and for the State of Washington,
residing at Spokane.
My appointment expires: 9-1-2006.

First American

40 E. Spokane Falls Blvd
Spokane, WA 99202
Phone: 509-456-0550
Fax: 866-537-9602

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.


2.9123
621
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330
286.20
53RD AVE
330
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213.53
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58.02
92.99
30
65.00
2.0494
11
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2.0492
602
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426.52
323.47
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83.01
2.0493
52
165
141
246.92
52
83.01
296.66
100
230
55TH AVE
REGAL ST
306
330
230
30
70
330
135
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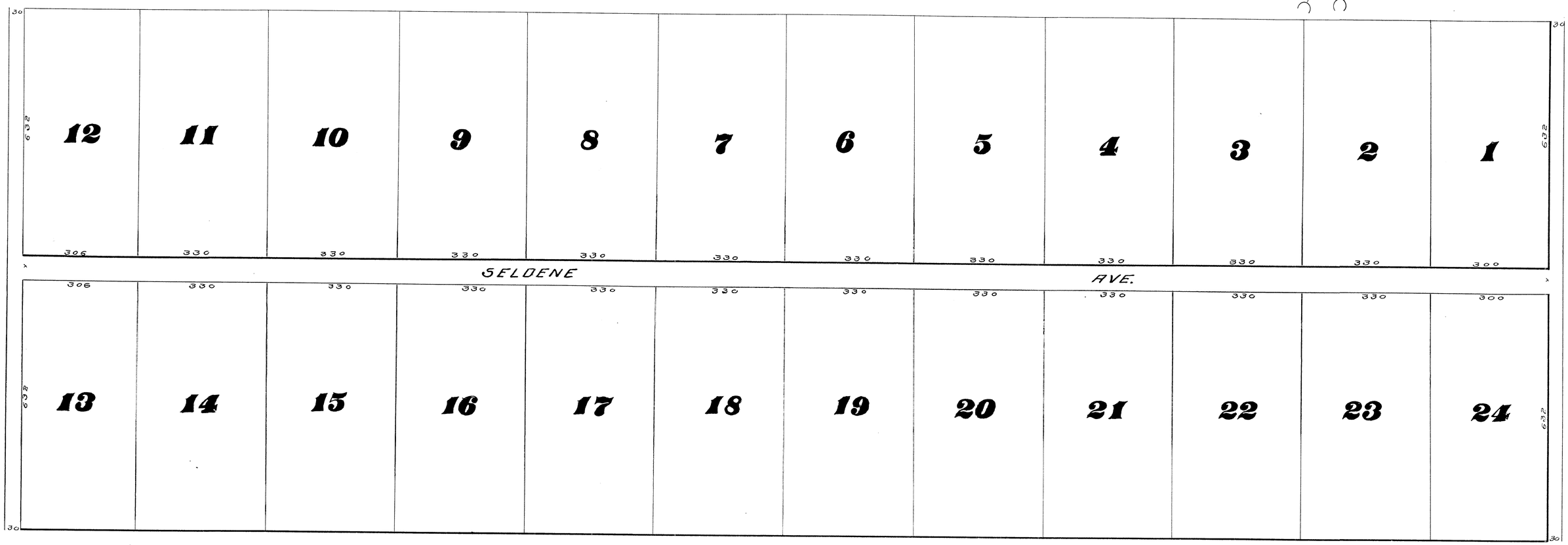
224
2.0483
235
300
300
2.0469
300
150
2.0442
100
100
150
155.99
40
50
280
AMENDED PLAT

SOUTH SPOKANE

(SCALE 150 FT. = 1 INCH)

F. D. STANLEY, C.E.



Territory of Washington }
County of Spokane } ss

Know all men by these presents, That we H. M. Currier and Isabelle Currier his wife and Fred B. Grinnell unmarried have subdivided the following described property To Wit;

Lots 13, 14 & 15 T. 24 N. R. 43 E. W. B. M. and we hereby dedicate to public use forever the streets as described and platted upon the annexed plat.

In witness whereof I hereby set my hand and seal as the attorney in fact for said Currier and wife and for myself and hereby affirm that the same is my free and voluntary act and deed.

Herbert M. Currier

By Fred B. Grinnell his attorney in fact

Isabelle Currier

By Fred B. Grinnell her attorney in fact.

Fred B. Grinnell

(Seal)

Territory of Washington }
County of Spokane } ss

I hereby certify that on the seventh day of September 1889 personally appeared before me Z. D. Brown a Notary Public in and for said County Fred B. Grinnell known to me to be the identical person described as attorney in fact for Herbert M. Currier and Isabelle Currier and he has acknowledged to me that he signed the same of his free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof I have set my hand & affixed my official seal this 7th day of Sept. 1889.

SEAL

Z. D. Brown,
Notary Public.

Filed Sept. 24th. 1889, 3-45 P.M.
Request Fred B. Grinnell
Recorded Sept. 26th. 1889.
M. D. Smith, Auditor.
By C. A. Smith, Deputy.

That I ve
find same Tabe a
A
W. H. Cook