

Order No.: 109009  
Reference: Deep Lake LLC

December 23, 2009

Bill Fanning  
Century 21 Beutler Waterfront  
41 W Riverside #110  
Spokane, WA 99201

### ALTA Commitment Form

#### COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

/s/ Darrel Rogers

Authorized Signature

STEVENS COUNTY TITLE COMPANY

Company

280 S OAK ST / P O BOX 349  
COLVILLE WA 99114

City, State (509) 684-4589 / SPOKANE (509) 624-3306

TOLL FREE (877) 684-4589

FAX (509) 684-5448

EMAIL darrel@stevenscountytitle.com



*Stewart Jones Jr.*  
Senior Chairman of the Board

*Michael S. Morris*  
Chairman of the Board

*Michael Skalka*  
President

STEVENS COUNTY TITLE  
PRELIMINARY COMMITMENT  
FOR TITLE INSURANCE

SCHEDULE A

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Commitment  
No: 108931

Effective Date of Commitment:  
DECEMBER 22, 2009 at 8:00 AM

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Customer Reference  
No: Deep Lake LLC

Special Rate If Any:  
Developer

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PREPARED FOR: Bill Fanning  
Century 21 Beutler Waterfront  
41 W Riverside #110  
Spokane, WA 99201  
(509)321-1121

PREPARED BY: DARREL ROGERS  
Stevens County Title Company  
P.O. Box 349 \* 280 S Oak St  
Colville, WA 99114  
Phone No. : (509)684-4589 or (509)624-3306 (Spokane)  
Toll Free : (877)684-4589  
Fax No. : (509)684-5448

1. Policy or policies to be issued:

ALTA Owners Policy (6-17-06)  
STANDARD COVERAGE

LIABILITY	:	\$	0.00
PREMIUM	:	\$	150.00
TAX	:	\$	11.40

PROPOSED INSURED:

TO COME

2. The estate or interest in the land described or referred to in this commitment and covered herein is:

FEE SIMPLE ESTATE

3. Title to said estate or interest in said land is at the effective date hereof vested in:

DEEP LAKE, L.L.C., a Washington Limited Liability Company

4. The land referred to in this commitment is described as follows:

FOR DESCRIPTION, SEE EXHIBIT A ATTACHED AND BY REFERENCE MADE A PART HEREOF.

## EXHIBIT A

PARCEL A: (pt 5675301)

That part of Government Lot 1 and that part of Government Lot 2 of Section 26, Township 39 North, Range 41 East, W.M., in Stevens County, Washington, lying West of Deep Lake Boundary Road No. 2722 and North of the following described line:

Beginning at the Northwest corner of the NE1/4 of the SW1/4 of said Section 26; thence North 88°55' West 366.81 feet; thence North 52°09' West 79.76 feet to the Southeasterly line of the County Road; thence North 46°57' 1/2' East 54.56 feet along the Southeasterly line of the County Road; thence North 36°10' East 498.35 feet along the southeasterly line of the County Road; thence North 53°50' West 60.00 feet to the Northwesterly line of the County Road, said point being the beginning of an 890.40 foot radius nontangent curve which center bears North 53°50' West; thence Northeasterly along Northwesterly line of the County Road on said curve through a central angle of 29°09', 453.04 feet; thence continuing along aforesaid curve through a central angle of 03°21', 52.06 feet; thence North 03°50' East 97.94 feet to beginning of said line description; thence North 86°20' West 36.00 feet to the approximate high water line of Deep Lake and end of line description.

Together with shorelands of the second class, situate in front of, adjacent to or abutting thereon, if any.

EXCEPT commencing at the quarter section corner common to Section 23 and 26, said Township and Range; thence Westerly following the Section line on the North side of said Section 26 for 1346.44 feet to the Point of Beginning of the land herein described, thence angle left 90°01'45" point on the shore of Deep Lake; thence angle right 90°01'45" and 200.00 feet; thence angle right 90°01'45" and 346.49 feet to a point on the shore of Deep Lake; thence angle right 111°12'30" and 214.53 feet to a point likewise on the shore said lake; thence angle right 68°47'30" and 268.75 feet to the Point of Beginning;

EXCEPT any portion lying within the plat of WILDERNESS WEST, according to plat thereof recorded July 13, 2004, under Auditor's File No. 20040007771;

AND EXCEPT any portion lying within Amended Deep Lake Condominium Association, according to plat thereof recorded August 20, 2007, under Auditor's File No. 20070000965.

PARCEL B: (pt 5675301)

That part of Lot 12, WILDERNESS WEST, according to plat thereof recorded July 13, 2004, under Auditor's File No. 20040007771, in Stevens County, Washington, described as follows:

Commencing at a point on the Easterly line of said Lot 12 (also being the Westerly right of way line of Deep Lake Boundary Road), said point being located Southerly, along the arc of a curve to the right, 30.97 (delta = 01°15'55", radius = 1402.50 feet, chord = South 03°39'25" West 30.97 feet), and South 04°17'23" West 49.00 feet, all from the Northwesterly corner of said Lot 12; thence South 04°17'23" West along said Easterly line of Lot 12, 245.00 feet; thence North 85°42'37" West along said Easterly line of Lot 12, 10.00 feet; thence South 04°17'23" West along said Easterly line of lot 12, 31.56 feet to the Southeasterly corner of said Lot 12; thence South 89°48'58" West along the Southerly line of said Lot 12, 7.48 feet; thence South 89°48'58" West along the Southerly line of

**EXHIBIT A**  
(Continued)

said Lot 12, 9.00 feet, more or less, to its intersection with the ordinary high water line of Deep Lake; thence Northerly along said ordinary high water line, to its intersection with a line extended North 75°05'41" West 26.46 feet and South 72°05'01" West from the Point of Beginning; thence North 72°05'01" East 11.00 feet, more or less, to a point; thence North 72°05'01" East 75.19 feet; thence South 75°05'41" East 26.46 feet to the Point of Beginning.

PARCEL C: (pt 5675301, 5675000, 5675101)

Government Lot 1 and that part of Government Lot 2 of Section 26, Township 39 North, Range 41 East, W. M., in Stevens County, Washington, lying North of the following line:

Beginning at the Northwest corner of Lot 1, FUNK'S SUBDIVISION TO DEEP LAKE; thence South 79°46' East along the North line extended of said Lot 1 to a point on the Easterly line of said Lot 2.

EXCEPT that part lying West of Deep Lake Boundary Road No. 2722;

EXCEPT any portion lying within the plat of WILDERNESS WEST, according to plat thereof recorded July 13, 2004, under Auditor's File No. 20040007771;

PARCEL D: (pt 5675202)

That part of the unplatted common area as shown on "Amended Deep Lake Condominium Association" plat thereof recorded August 20, 2007, under Auditor's File No. 20070009650, being a part of the NW1/4 of Section 26, Township 39 North, Range 41 East, W.M., in Stevens County, Washington, described as follows:

Beginning at the Southeasterly corner of the "Wilderness West Homeowners Association" community drainfield site as shown on said "Amended Deep Lake Condominium Association" plat; thence South 12°31'38" East along the Westerly right of way line of Deep Lake Boundary Road, 68.98 feet; thence North 77°28'22" East along said right of way line 5.00 feet; thence South 12°31'38" East along said right of way line, 35.55 feet; thence Southerly along said right of way line, along the arc of a curve to the right, with a delta of 00°11'50", a radius of 1402.50 feet, and a cord bearing South 12°25'43" East 4.83 feet; thence South 89°29'13" West 102.57 feet; thence North 49°18'49" West 31.95 feet; thence North 04°08'40" West 72.91 feet to its intersection with the Southerly line of said "Wilderness West Homeowners Association" community drainfield site as a point which is 104.91 feet from the Point of Beginning; thence North 79°53'27" East along said Southerly line of said community drainfield site, 104.91 feet to the Point of Beginning.

**END OF EXHIBIT A**

**SCHEDULE B**  
**GENERAL EXCEPTIONS**

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights of way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for State Workers' Compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of the record for value the estate or interest or mortgage thereon covered by this Commitment.

...END OF GENERAL EXCEPTIONS...

## SCHEDULE B

(continued)

### SPECIAL EXCEPTIONS

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1. Terms, covenants and conditions of said premises being classified or designated as forest lands pursuant to RCW 84.33.120 and 84.33.140, including potential liability for future taxes, penalties and interest, upon breach of, or withdrawal, from said classification. FOR DETERMINATION OF ANY ADDITIONAL TAXES DUE, THE COUNTY ASSESSOR MUST BE CONSULTED. PHONE NO. (509) 684-6161.
2. Lien of Real Estate Excise Sales Tax upon any sale of said premises, if unpaid.  
1.53% - ALL Stevens County
3. Exceptions and reservations contained in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.  
Auditor's File No. : Book 65 of Deeds, page 252  
  
Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire right of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from other lands.
4. Easement for an electric transmission or distribution line as granted to Stevens County Electric Cooperative, Inc., a corporation, together with the right to cut trees and shrubbery to the extent necessary to keep them clear of said line.  
Recorded : September 3, 1957  
Auditor's File No. : 313231
5. Exceptions and reservations contained in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.  
Auditor's File No. : 315042  
  
Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire right of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals, or other products from other lands.

**SCHEDULE B**  
**SPECIAL EXCEPTIONS**  
(continued)

6. An easement affecting that portion of said premises and for the purposes stated herein and incidental purposes as contained in an instrument as set forth below:
- Instrument : Warranty Deed  
Dated : November 12, 1957  
Recorded : November 14, 1957  
Auditor's File No. : 315156  
As follows : The right and privilege of taking water for domestic use from the spring situated in G/L 2, and to convey said water by pipeline over and across said G/L 2 to the property above described, it being understood that said water shall be shared equally by the grantors and grantees and that they have each paid one-half of the cost of the pipe, and will equally share the cost of the installation of said pipe.
7. Waiver of Right of Way deed for Road purposes as granted to Stevens County by instrument.
- In Matter of : Revision No. 2 in Deep Lake Boundary Road  
Width In Feet : 60 feet  
Dated : July 11, 1958  
Recorded : November 19, 1959  
Auditor's File No. : 331268
8. An easement affecting the portion of said premises and for the purpose stated herein, and incidental purposes.
- Dated : January 22, 1964  
Recorded : January 30, 1964  
Auditor's File No. : 359035  
As Follows : Water pipelines from existing spring for ½" pipe for private purposes.
9. Waiver of Right of Way deed for Road purposes as granted to Stevens County by instrument.
- In Matter of : Deep Lake-Boundary Road Revision No. 3  
Width In Feet : 60 feet  
Dated : January 23, 1964  
Recorded : June 15, 1964  
Auditor's File No. : 361513
10. Waiver of Right of Way deed for Road purposes as granted to Stevens County by instrument.
- In Matter of : Deep Lake-Boundary Road Revision No. 3  
Width In Feet : 60 feet  
Dated : January 23, 1964  
Recorded : June 15, 1964  
Auditor's File No. : 361514



**SCHEDULE B**  
**SPECIAL EXCEPTIONS**  
(continued)

11. Easement for an electrical distribution line granted to the Washington Water Power Company, a corporation, together with the right to remove brush and trees that may interfere with the construction, maintenance and operation of the same.  
Dated : December 1, 1964  
Recorded : February 1, 1965  
Auditor's File No. : 365922  
  
Said instrument was re-recorded.  
Recorded : February 4, 1965  
Auditor's File No. : 365975
12. An easement affecting the portion of said premises and for the purpose stated herein, and incidental purposes.  
Dated : January 26, 1968  
Recorded : February 1, 1968  
Auditor's File No. : 387817  
As Follows : Television signal transmission cable with right of ingress and egress for installing, repairing and maintaining said cable.
13. An easement affecting the portion of said premises and for the purpose stated herein, and incidental purposes.  
Dated : December 20, 1968  
Recorded : January 23, 1969  
Auditor's File No. : 393556  
As Follows : A right of way, approximately 20 feet in width, located in G/L 2 of Section 26.
14. An easement affecting that portion of said premises and for the purposes stated herein and incidental purposes as contained in an instrument as set forth below:  
Instrument : Warranty Deed  
Dated : July 5, 1972  
Recorded : July 19, 1972  
Auditor's File No. : 413841  
As follows : An easement unto grantees and the right to use said easement and right of way access for purposes of installing and maintaining power and telephone lines.

**SCHEDULE B**  
**SPECIAL EXCEPTIONS**  
(continued)

15. An easement affecting that portion of said premises and for the purposes stated herein and incidental purposes as contained in an instrument as set forth below:
- Instrument : Sale Agreement  
Dated : April 28, 1975  
Recorded : April 30, 1975  
Auditor's File No. : 436938  
As follows : Unto the purchasers, their heirs, successors and assigns, a perpetual easement along the route of a currently existing pipeline, for transmission of water from a spring located in Government Lot 1 of Section 26, Township 39 North, Range 41 East, W.M., running to the property hereinabove being conveyed, and the right to go in and upon said Government Lot 1 for purposes of maintenance and repair as to said pipeline, and further the right to build a water storage tank along said easement and the right to maintain the same.
16. Third Party Guarantee Agreement executed by and between the parties therein named upon the terms and conditions therein provided.
- Dated : October 6, 2002  
Recorded : October 25, 2002  
Auditor's File No. : 20020012476
17. Covenants, conditions and restrictions contained in Declaration of Protective Restrictions referred to herein, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, if any are found to contain the same.
- Recorded : June 4, 2004  
Auditor's File No. : 20040005977
18. An easement affecting that portion of said premises and for the purposes stated herein and incidental purposes as contained in an instrument as set forth below:
- Instrument : Plat of Wilderness West  
Recorded : July 13, 2004  
Auditor's File No. : 20040007771  
As follows : Pedestrian access utility easement and emergency fire lane
19. Covenants, conditions and restrictions contained in Amended and Restated Declaration of Covenants, Conditions, and Restrictions Deep Lake Condominium referred to herein, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, if any are found to contain the same.
- Recorded : March 7, 2007  
Auditor's File No. : 20070002390

**SCHEDULE B**  
**SPECIAL EXCEPTIONS**  
(continued)

Amendment to Declaration of Covenants, Conditions, and Restrictions Deep Lake  
Condominium Stevens County, Washington

Recorded : August 20, 2007

Auditor's File No. : 20070009651

20. Survey map and floor plans and/or amendments thereto as recorded.  
Recorded : August 20, 2007  
Auditor's File No. : 20070009650
21. Covenants, Conditions and Restrictions contained in Statement of Variance or  
Certificate of Exemption from platting ordinances issued by the County of  
Stevens affecting said premises.  
Recorded : March 13, 2008  
Auditor's File No. : 20080002427
22. Covenants, Conditions and Restrictions contained in Statement of Variance or  
Certificate of Exemption from platting ordinances issued by the County of  
Stevens affecting said premises.  
Recorded : September 23, 2009  
Auditor's File No. : 20090008504
23. Provisions, limitations, and requirements contained in the Horizontal Property  
Regimes Act, Chapter 156, Laws of 1963, as amended, R.C.W. 64.32, as now  
amended by R.C.W. 64.34.
24. Any assessments now or hereafter levied under the provisions of the Condominium  
Declaration for the Condominium named herein (or any amendment thereto), or as  
may be established by any by-laws or amendments adopted thereafter.
25. Question of location of lateral boundaries of shorelands of the second class.
26. Any questions that may arise due to shifting or change of the line of high  
water of the Deep Lake or due to the lake having shifted or changed its line of  
high water.
27. Any prohibition or limitation on the use, occupancy or improvement of the land  
resulting from the rights of the public or riparian owners to use any waters  
which may cover the land.

...END OF SCHEDULE B...

**SCHEDULE C**  
**REQUIREMENTS**

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The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. In the event the transaction fails to close and this Commitment is cancelled, a fee in the amount of \$69.94 will be charged to comply with the State Insurance Code and the filed schedule of this Company.
3. The legal description in this Commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
4. AT THE TIME THE LIABILITY IS FURNISHED TO US AND/OR AMENDED, THE PREMIUM AND TAX WILL BE FIGURED ACCORDINGLY.

Documents failing to comply with any requirements above may not be recorded

...END OF SCHEDULE C...

## NOTES

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The following matter(s) will not be listed as Special Exceptions in Schedule B of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule B of the Policy to be issued, there will be no coverage for loss arising by reason of the matter(s) listed below because these matters are either excepted from coverage under the General Exceptions Section of Schedule B, excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the issuing clauses of the Policy.

General taxes for 2009, are paid in full.  
Amount : \$164.84  
Assessment : \$24.85  
Stmt/Parcel No. : 5675301 / Parcels A, B and C

1. General taxes for 2009, are paid in full.  
Amount : \$3.57  
Assessment : \$24.85  
Stmt/Parcel No. : 5675000 / Parcel C

General taxes for 2009, are paid in full.  
Amount : \$4.03  
Assessment : \$24.85  
Stmt/Parcel No. : 5675101 / Parcel C

General taxes for 2009, are paid in full.  
Amount : \$550.07  
Assessment : \$24.85  
Stmt/Parcel No. : 5675202 / Parcel D and other property

2. Unrecorded Franchise, No. F-03-02, approved by the Board of Commissioners, dated July 2, 2002, providing for a Franchise to locate, construct, operate and maintain 4 inch domestic/commercial waterline and appurtenances over, under, along and across county road rights of way herein mentioned for the purpose of serving existing and additions to Wilderness West Development.
3. Easement(s) as disclosed by Record of Survey.  
Recorded : July 13, 2004  
Book : G of Surveys  
Page : 23 and 24  
Auditor's File No. : 20040007771  
As follows : Utility and pedestrian easement over a portion of Grizzly Way.
4. Easement(s) as disclosed by Record of Survey.  
Recorded : July 13, 2004  
Book : G of Surveys  
Page : 23 and 24  
Auditor's File No. : 20040007771  
As follows : A 20 foot Pedestrian Access Utility Easement, Emergency Fire Lane and Drainage Easement

**SCHEDULE C**  
(Continued)

5. Easement(s) as disclosed by Record of Survey.  
Recorded : July 13, 2004  
Book : G of Surveys  
Page : 23 and 24  
Auditor's File No. : 20040007771  
As follows : A waterline easement.

...END OF NOTES...

DR/cw

**STEWART TITLE GUARANTY COMPANY, STEWART TITLE INSURANCE COMPANY,  
STEVENS COUNTY TITLE COMPANY**

**PRIVACY POLICY NOTICE**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, and STEVENS COUNTY TITLE COMPANY.

We may collect nonpublic personal information about you from the following sources:

- \* Information we receive from you, such as on applications or other forms.
- \* Information about your transactions we secure from our files, or from our affiliates or others.
- \* Information we receive from a consumer reporting agency.
- \* Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements.

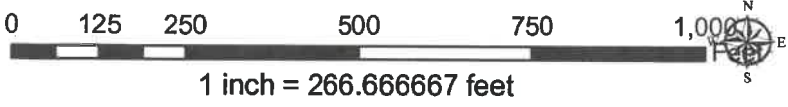
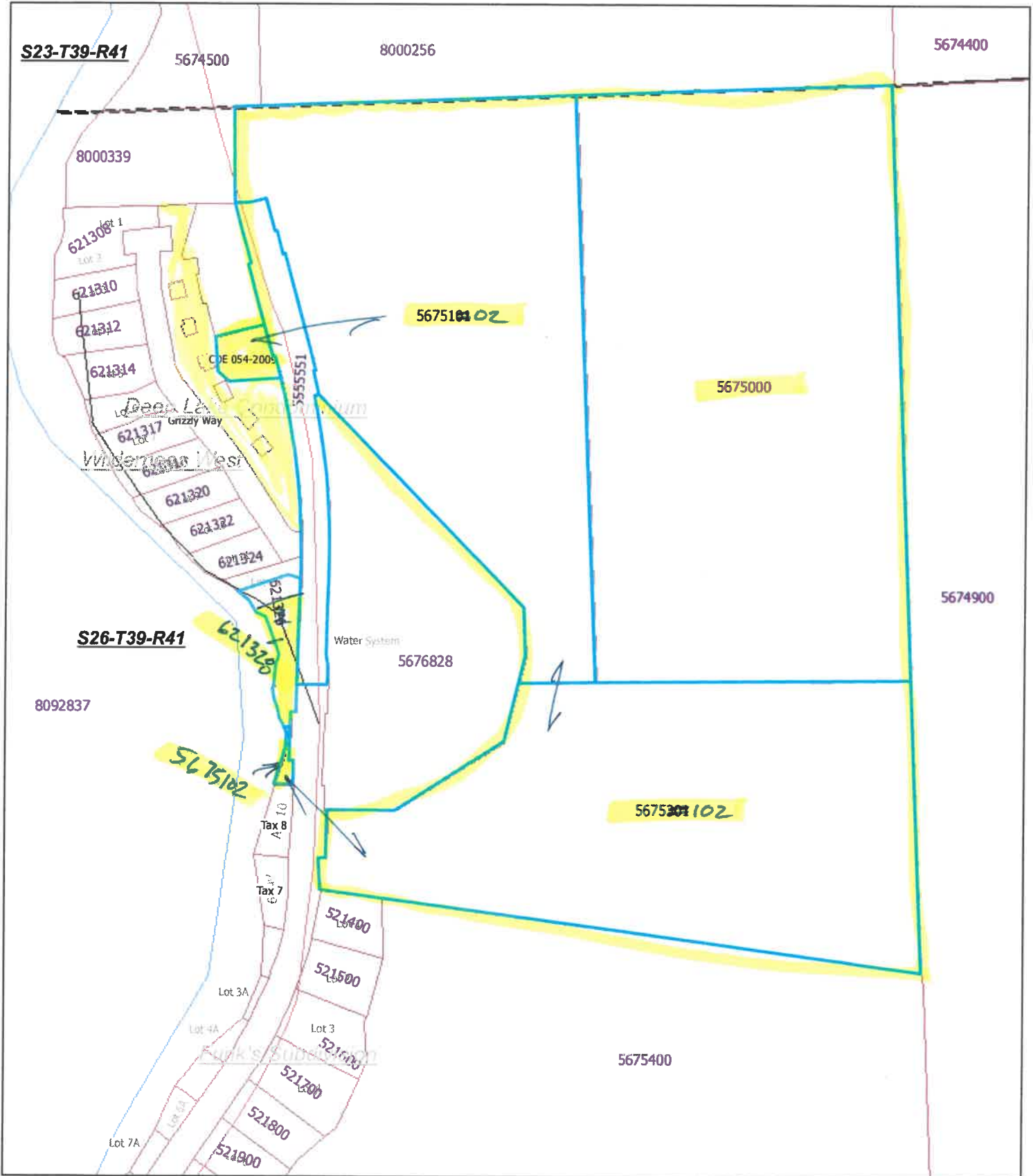
- \* Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- \* Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# Stevens County Title Company

280 S Oak - 100 E Birch, Colville, WA 99114  
(Ph) 509-684-4589 - (Fx) 509-684-5448



This sketch is furnished for your information only. The Company has not surveyed the premises and assumes no liability for any inaccuracy therein.



## EXHIBIT A

PARCEL A: (pt 5675301)

That part of Government Lot 1 and that part of Government Lot 2 of Section 26, Township 39 North, Range 41 East, W.M., in Stevens County, Washington, lying West of Deep Lake Boundary Road No. 2722 and North of the following described line:

Beginning at the Northwest corner of the NE1/4 of the SW1/4 of said Section 26; thence North 88°55' West 366.81 feet; thence North 52°09' West 79.76 feet to the Southeasterly line of the County Road; thence North 46°57 1/2' East 54.56 feet along the Southeasterly line of the County Road; thence North 36°10' East 498.35 feet along the southeasterly line of the County Road; thence North 53°50' West 60.00 feet to the Northwesterly line of the County Road, said point being the beginning of an 890.40 foot radius nontangent curve which center bears North 53°50' West; thence Northeasterly along Northwesterly line of the County Road on said curve through a central angle of 29°09', 453.04 feet; thence continuing along aforesaid curve through a central angle of 03°21', 52.06 feet; thence North 03°50' East 97.94 feet to beginning of said line description; thence North 86°20' West 36.00 feet to the approximate high water line of Deep Lake and end of line description.

Together with shorelands of the second class, situate in front of, adjacent to or abutting thereon, if any.

EXCEPT commencing at the quarter section corner common to Section 23 and 26, said Township and Range; thence Westerly following the Section line on the North side of said Section 26 for 1346.44 feet to the Point of Beginning of the land herein described, thence angle left 90°01'45" point on the shore of Deep Lake; thence angle right 90°01'45" and 200.00 feet; thence angle right 90°01'45" and 346.49 feet to a point on the shore of Deep Lake; thence angle right 111°12'30" and 214.53 feet to a point likewise on the shore said lake; thence angle right 68°47'30" and 268.75 feet to the Point of Beginning;

EXCEPT any portion lying within the plat of WILDERNESS WEST, according to plat thereof recorded July 13, 2004, under Auditor's File No. 20040007771;

AND EXCEPT any portion lying within Amended Deep Lake Condominium Association, according to plat thereof recorded August 20, 2007, under Auditor's File No. 20070000965.

PARCEL B: (pt 5675301)

That part of Lot 12, WILDERNESS WEST, according to plat thereof recorded July 13, 2004, under Auditor's File No. 20040007771, in Stevens County, Washington, described as follows:

Commencing at a point on the Easterly line of said Lot 12 (also being the Westerly right of way line of Deep Lake Boundary Road), said point being located Southerly, along the arc of a curve to the right, 30.97 (delta = 01°15'55", radius = 1402.50 feet, chord = South 03°39'25" West 30.97 feet), and South 04°17'23" West 49.00 feet, all from the Northwesterly corner of said Lot 12; thence South 04°17'23" West along said Easterly line of Lot 12, 245.00 feet; thence North 85°42'37" West along said Easterly line of Lot 12, 10.00 feet; thence South 04°17'23" West along said Easterly line of lot 12, 31.56 feet to the Southeasterly corner of

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

File No. 108931, Deep Lake LLC

**EXHIBIT A**  
(Continued)

said Lot 12; thence South 89°48'58" West along the Southerly line of said Lot 12, 7.48 feet; thence South 89°48'58" West along the Southerly line of said Lot 12, 9.00 feet, more or less, to its intersection with the ordinary high water line of Deep Lake; thence Northerly along said ordinary high water line, to its intersection with a line extended North 75°05'41" West 26.46 feet and South 72°05'01" West from the Point of Beginning; thence North 72°05'01" East 11.00 feet, more or less, to a point; thence North 72°05'01" East 75.19 feet; thence South 75°05'41" East 26.46 feet to the Point of Beginning.

PARCEL C: (pt 5675301, 5675000, 5675101)

Government Lot 1 and that part of Government Lot 2 of Section 26, Township 39 North, Range 41 East, W. M., in Stevens County, Washington, lying North of the following line:

Beginning at the Northwest corner of Lot 1, FUNK'S SUBDIVISION TO DEEP LAKE; thence South 79°46' East along the North line extended of said Lot 1 to a point on the Easterly line of said Lot 2.

EXCEPT that part lying West of Deep Lake Boundary Road No. 2722;

EXCEPT any portion lying within the plat of WILDERNESS WEST, according to plat thereof recorded July 13, 2004, under Auditor's File No. 20040007771;

PARCEL D: (pt 5675202)

That part of the unplatted common area as shown on "Amended Deep Lake Condominium Association" plat thereof recorded August 20, 2007, under Auditor's File No. 20070009650, being a part of the NW1/4 of Section 26, Township 39 North, Range 41 East, W.M., in Stevens County, Washington, described as follows:

Beginning at the Southeasterly corner of the "Wilderness West Homeowners Association" community drainfield site as shown on said "Amended Deep Lake Condominium Association" plat; thence South 12°31'38" East along the Westerly right of way line of Deep Lake Boundary Road, 68.98 feet; thence North 77°28'22" East along said right of way line 5.00 feet; thence South 12°31'38" East along said right of way line, 35.55 feet; thence Southerly along said right of way line, along the arc of a curve to the right, with a delta of 00°11'50", a radius of 1402.50 feet, and a cord bearing South 12°25'43" East 4.83 feet; thence South 89°29'13" West 102.57 feet; thence North 49°18'49" West 31.95 feet; thence North 04°08'40" West 72.91 feet to its intersection with the Southerly line of said "Wilderness West Homeowners Association" community drainfield site as a point which is 104.91 feet from the Point of Beginning; thence North 79°53'27" East along said Southerly line of said community drainfield site, 104.91 feet to the Point of Beginning.

**END OF EXHIBIT A**

Seller's Initials \_\_\_\_\_  
File No. 108931, Deep Lake LLC

Buyer's Initials \_\_\_\_\_

\$100

Copy

### BOUNDARY LINE ADJUSTMENT APPLICATION

STEVENS COUNTY LAND SERVICES—PLANNING DIVISION

Street Address: 260 S. Oak—Courthouse Annex, Colville, WA

Mailing Address: 215 S. Oak—Courthouse Annex, Colville, WA 99114

Phone: 509-684-2401

Fax: 509-684-7525

[www.co.stevens.wa.us/LandServices/index.php](http://www.co.stevens.wa.us/LandServices/index.php)

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_

Receipt: \_\_\_\_\_

Date Received: \_\_\_\_\_

(Type #1 Application)

**Application checklist:**

- Application fee of (See Fee Schedule), payable to Stevens County Land Services.**
- Completed application form.**
- Title Report or Plat Certificate, issued within the previous thirty days.**
- A Site Plan, showing the following;**
  - Size and dimensions of property to be transferred
  - Size and dimensions of Ownership A
  - Size and dimensions of Ownership B
  - Existing and proposed structures
    - Existing and proposed sewage systems
    - Existing and proposed roads, easements & utilities
    - Existing wells and water lines
    - Surface water, such as lakes, ponds, wetlands, streams, etc.
  - North Arrow
- Notarized signatures for all parties having an interest in both Ownership A and Ownership B.** These, include, but are not limited to, all fee owners (contract owners *and* deed holders), lien holders or authorized agents having authority to sign. This *does not* include mineral right owners or easement owners.

**APPLICANT SIGNATURES**

This application is subject to all additions to and changes in the laws, regulations and ordinances applicable to the proposed subdivision until a Determination of Completeness is issued pursuant to SCC 3.30.110.

I certify that the information contained on this application is true, complete and accurate to the best of my knowledge. I understand that information will be used by Stevens County for determining whether this proposal meets the Decision Criteria. I hereby grant to Stevens County, the right to enter the above-described location to inspect the proposed work.

Signature of: (Circle one) Property Owner

Primary Contact/Agent\*

*Walter M. [Signature]*

*Samie A. Engineer*

**\*NOTE:** As per SCC 3.30.100, Property owner is required to sign the application if the Agent does not have written proof of authorization.

# BOUNDARY LINE ADJUSTMENT APPLICATION

## CONTACT INFORMATION

Please designate who the Primary Contact is:

Property Owner A: DEEP LAKE LLC (BILL FANNING, MGR.)

Mailing Address: 41 WEST RIVERSIDE, SUITE 110

City, State, Zip: SPOKANE, WASHINGTON 99201

Day Time Phone: 509-999-5444

Email Address: fanning@21waterfront.com

Property Owner B: SAME AS ABOVE

Mailing Address:

City, State, Zip:

Day Time Phone:

Email Address:

Closing Agent:

Mailing Address:

City, State, Zip:

Day Time Phone:

Email Address:

Surveyor: RANDY R. HOISINGTON, PLS, JAMES A. SEWELL & ASSOCIATES

Mailing Address: 600 4TH STREET WEST

City, State, Zip: NEWPORT, WASHINGTON 99156

Day Time Phone: 509-447-3626

Email Address: rhoisington@jasewell.com

## PROJECT DESCRIPTION

LEGAL DESCRIPTION of property to be transferred from Ownership A to Ownership B:  
SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Sec. 26 Twp. 39N Rge. 41E., W.M.

ACREAGE of property to be transferred: 0.26 +- ACRES

## OWNERSHIP A:

This is the property that the above parcel will be taken from.

LEGAL DESCRIPTION:

SEE PARCEL "B" ON PLAT CERTIFICATE NO. 108146, HERETO ATTACHED.

Sec. 26, Twp. 39N, Rge. 41E., W.M.

TAX PARCEL NUMBER: 5675202

ACREAGE: 1.71 +- ACRES

PROPERTY OWNER(S): DEEP LAKE LLC

**OWNERSHIP B:**

This is the property that the above parcel will be added to.

**LEGAL DESCRIPTION:**

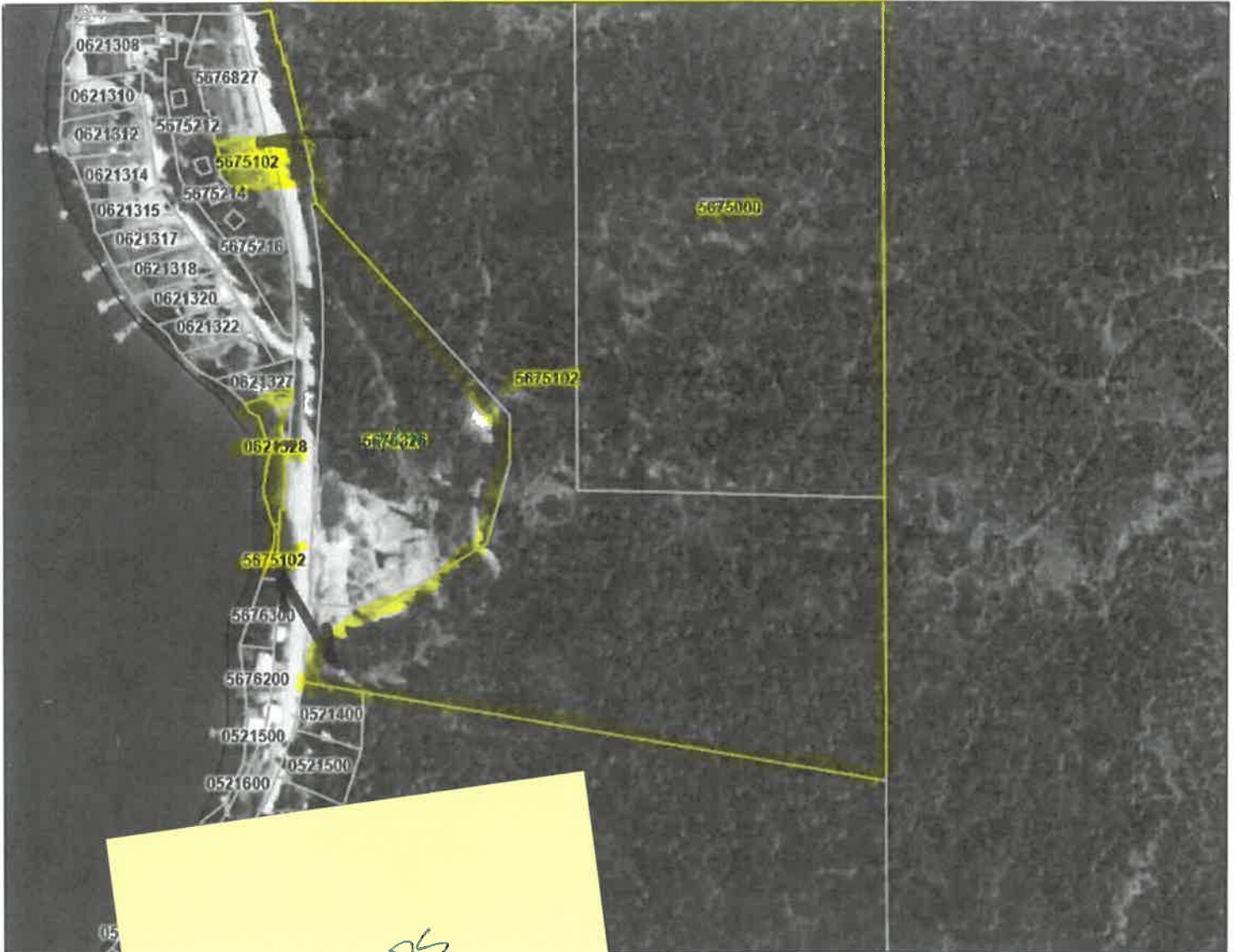
SEE PARCEL "A" ON PLAT CERTIFICATE NO. 108146, HERETO ATTACHED.

Sec. 26 \_\_\_\_\_, Twp. 39N \_\_\_\_\_, Rge. 41E., W.M.

**TAX PARCEL NUMBER:** 5675101

**ACREAGE:** 12.5 +- ACRES

**PROPERTY OWNER(S):** DEEP LAKE LLC



Assessors  
MAP