



Frontier Title & Escrow Company of the Tri-Cities, Inc.

6921 Crosswind Boulevard
Kennewick, Washington 99336
Telephone No. (509) 783-8828
Fax No. (509) 783-6239

Tax Foreclosure Certificate

To: Benton County Treasurer
5600 West Canal Drive, Suite A
Kennewick, WA 99336
Attention: Alicia Woods

Liability: \$7,640.52
Premium: \$ 175.00
Tax: \$ 15.05

This certificate is offered solely for the use of the addressee for the purpose of determining necessary parties defendant in an action to foreclose General Property Taxes. The liability of the Company under this Certificate shall be limited to the amount of actual loss sustained by the addressee due to reliance on any incorrect information in the certificate. No liability is assumed by the company for loss or damage that may arise from any other use of this certificate.

Vesting:

Marvin E. Oliver and Lois A. Oliver, husband and wife

Description:

Lot 2, as delineated on Short Plat No. 2088, recorded under Auditor's Recording No. 94-26686, records of Benton County, Washington.

Subject to:

- A. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.
- B. General Property taxes the Company having made no search thereof.
- C. Agreements, if any, which appear in the public record related to future assessments or obligations not yet of record.
- D. Covenants, Conditions and Restrictions affecting title, if any appear in the public record.
- E. Easements prior to January 1, 2003, if any, which appear in the public records or as shown on any recorded plat.
- F. Any reservations of minerals and mineral rights, including leases of said rights appearing in the public records.
- G. Additional Exceptions as shown on Exhibit A.

Date: 6/18/2020 @ 8:00 a.m.

Exceptions:

- 1. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.
- 2. Rights of ways for pipelines, ditches, canals, flumes, if any cross said premises, together with the right to enter thereon for the purpose of repair and maintenance thereof.
- 3. Easements as shown on the plat.
- 4. Easement, including the terms and provisions contained in document:

Recorded: July 10, 1953
Recording No.: 310189
In Favor of: Benton Rural Electric Association, a Corporation
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Said premises and other property

- 5. Easement, including the terms and provisions contained in document:

Recorded: August 28, 1995
Recording No.: 95-19411
In Favor of: Benton Rural Electric Association, a Corporation
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Said premises and other property

6. Dedication and/or notes contained on the face of said plat, a copy of which is hereto attached.
7. Any question that may arise due to the shifting and changing in the course of the Yakima River.
8. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Yakima River, if said river is navigable.
9. 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 or to use any portion of the land which is now or may formerly have been covered by water.

10. Contract of Sale and the terms and conditions thereof:

Seller: Marvin E. Oliver and Lois A. Oliver, husband and wife
Purchaser: Kenneth Rucker and Rena L. Rucker, husband and wife
Dated: February 5, 2002
Recorded: February 6, 2002
Recording No.: 2002-004638
Excise Tax No.: K00663

11. Warrant in favor of the State of Washington:

Against: Kenneth S. Rucker
Amount: \$559.18, plus interest
Filed: October 20, 2014
Judgment No.: 14-9-03046-3
Case No.: 14-2-02599-5
Department: Employment Security Department

12. Delinquent General Taxes for the years 2017, 2018, 2019, and 2020, in the respective sums of \$2,287.89, \$1,129.86, \$1,376.30, and \$1,493.41, plus interest and penalties.
Affects: Said premises
Tax Account No.: 1-3107-301-2088-002

For more information, please call the Benton County Treasurer at #509-735-8505.

- 13. A. If a mobile home is located on the property, it will not be insured by the policy unless the certificate of title is eliminated and the mobile home converted to real property as required by Chapter 65.20 of the Revised Code of Washington, effective March 1, 1990.
- B. A Manufactured Home Title Elimination should be obtained from the Department of Licensing. The application must be signed by the registered and legal owners of the mobile home, the owner of the land, the city or county building permit office, approved by the Department of Licensing, and recorded. All taxes must be paid and proof given to the department.

NOTE: A fee will be charged by the State of Washington Department of Licensing for processing a "Manufactured Home Title Elimination Application". In addition, a recording fee will also be charged. Chapter 171, Laws of 1990.

NOTE: Subject property is situated in the City of Benton City, Washington.

14. Pending Action in Benton County Superior Court

Plaintiff: Benton County
Defendant: Kenneth and Rena L. Rucker
Cause No.: 20-2-00779-7
Filed: June 5, 2020
Action to: Foreclose
Atty for plaintiff: Reid Hay

Parties to be Notified:

a. Kenneth Rucker and Rena L. Rucker
64104 N. 48th PR NE
Benton City, WA 99320

b. Marvin E. Oliver and Lois A. Oliver
495 Carol Avenue
Benton City, WA 99320

and

Marvin E. Oliver and Lois A. Oliver
P. O. Box 1011
Benton City, WA 99320

c. State of Washington
Employment Security Department
P. O. Box 9046
Olympia, WA 98507

Notes:

NOTE A: Common address purported to be:

64104 N. 48 PR NE
Benton City, WA 99320

NOTE B: Abbreviated legal description as follows:

Lot 2, Short Plat No. 2088



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EXCISE TAX PAID
\$986.85
FE - 6 02 K 0 0 6 6 3

BENTON COUNTY WA *ds*

After Recording Mail to:
WESTSTAR
P O BOX 2078,
PORTLAND, OR 97208

91917SA/91917-LC

Property Address: L2, SP# 2088
Tax Parcel No(s): 1-9107-301-2088-002
Abbreviated Legal: L2, SP# 2088
Full Legal on Page ONE of document LFB44
Filed for record by CHICAGO TITLE INSURANCE COMPANY

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - IS NOT A PART OF THIS CONTRACT.

REAL ESTATE CONTRACT
(Short Form)

1. PARTIES AND DATE. This Contract is entered into on 5th day of FEBRUARY, 2002 between MARVIN E. OLIVER AND LOIS A. OLIVER, HUSBAND AND WIFE, as "Seller" and KENNETH RUCKER AND RENA L. RUCKER, HUSBAND AND WIFE, as "Buyer".

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in BENTON County, State of Washington:

LOT 2, AS DELINEATED ON SHORT PLAT NO. 2088, RECORDED UNDER AUDITOR'S RECORDING NO. 94-28886, RECORDS OF BENTON COUNTY, WASHINGTON

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:
1987 BROOK MANUFACTURED HOME 44' x 20'
SN# B326

4. (a) PRICE.		Buyer agrees to pay:	
	\$64,500.00	Total Price	
Less	\$(3,000.00)	Down Payment	
Less		Assumed Obligation(s)	
Results in	\$61,500.00	Amount Financed by Seller	

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain NA dated NA recorded as Auditor's File No. NA. Seller warrants the unpaid balance of said obligation is \$NA which is payable \$NA on or before the NA including interest at the rate of NA% per annum on the declining balance thereof, and a like amount on or before the NA day of each and every month thereafter until paid in full.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN NA. (Fill in only if there is an early cash out date)

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$61,500.00 as follows:
\$624.00, or more, at Buyer's option, on or before the 1st day of JANUARY, 2002 including interest from 12th day of DECEMBER, 2001 at the rate of 9.0000% per annum on the declining balance thereof; and a like amount, or more, on or before the 1ST day of each and every month thereafter until paid in full.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN



FULL NOT LATER THAN . (Fill in only if there is an early cash out date).

Payments are applied first to interest and then to principal. Payments shall be made at P O BOX 1011 - BENTON CITY, WA 99320 , or such other place as Seller may hereafter indicate in writing.

6. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligations(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charges, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five (5) percent of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:
That certain NA dated NA recorded as Auditor's File No. NA.
ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM ATTACHED HERETO.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the Holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the Holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of five (5) percent of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller in the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the Holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

9. LATE CHARGES. If any payment on the purchase price is not made within FIVE (5) days after the date it is due, Buyer agrees to pay a late charge of the amount of fifteen dollars and no/100's (\$15.00).

Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Buyer in writing.

11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or 12-12-01, whichever is later, subject to any tenancies described in Paragraph 7.

12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good



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faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

16. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price as Seller may direct.

20. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Suit for installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) Forfeit Buyer's interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements and unharvested crops to the Seller 10 days after the forfeiture.



(d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.

(e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 90 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at 64104 N. 40 PRNE, BENTON CITY, WA 99320, and to Seller at 495 CAROL AVE., BENTON CITY, WA 99320, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notices to Seller shall also be sent to any institution receiving payments on the Contract.

26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER INITIALS: BUYER
N/A

29. OPTIONAL PROVISION -- ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER INITIALS: BUYER
N/A

30. OPTIONAL PROVISION -- DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants and option to buy the property, (g) permits a foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A loan of less than 3 years (including



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options for renewals), a transfer to spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condormor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER INITIALS: BUYER
N/A

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER INITIALS: BUYER
N/A

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ N/A per N/A
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER INITIALS: BUYER
N/A

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

MARY E. OLIVER

LOIS A. OLIVER

KENNETH RUCKER

RENA L. RUCKER



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Benton County

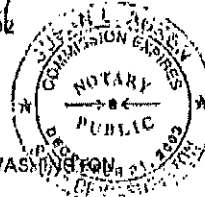
STATE OF WASHINGTON
COUNTY OF BENTON

On this day personally appeared before me MARVIN E. OLIVER AND LOIS A. OLIVER to me known to be the individual(s) 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 purposes therein mentioned.

Given under my hand and official seal this 5th day of FEBRUARY, 2002

Susan L. Abken

SUSAN L. ABKEN
Notary Public in and for the state of Washington
residing at KENNEWICK My commission expires: 12-31-03
STATE OF WASHINGTON
COUNTY OF BENTON



On this day personally appeared before me KENNETH RUCKER AND RENA L. RUCKER to me known to be the individual(s) 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 purposes therein mentioned.

Given under my hand and official seal this 5th day of FEBRUARY, 2002

Susan L. Abken

SUSAN L. ABKEN
Notary Public in and for the state of Washington
residing at KENNEWICK My commission expires: 12-31-03



OCT 20 2014

FILED

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STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
IN THE MATTER OF THE ASSESSMENT OF
AN OVERPAYMENT AND/OR PENALTY AND INTEREST AGAINST

14-202599-5
CAUSE NO.

RUCKER, KENNETH S
64104 N 48 PR NE
BENTON CITY WA 99320-9631

WARRANT CAUSE NO.

JUDGMENT DOCKET
NO 149030402

AND THE MARITAL COMMUNITY, IF ANY, OF RUCKER, KENNETH S, AN INDIVIDUAL,
ID 952308103 3, FOR OVERPAID UNEMPLOYMENT INSURANCE BENEFITS.

SUMMARY OF LIABILITY

DETERMINATION DATE(S):

05/01/2014-009

OVERPAID	PENALTY	INTEREST	OFFSET	PAYMENT	BALANCE
\$509.00	\$0.00	\$10.18	\$0.00	\$0.00	\$519.18

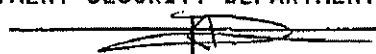
THE STATE OF WASHINGTON THROUGH THE EMPLOYMENT SECURITY DEPARTMENT TO THE
CLERK OF BENTON COUNTY; STATE OF WASHINGTON:

THE INDIVIDUAL IS INDEBTED TO THE STATE OF WASHINGTON FOR AN OVERPAYMENT OF
UNEMPLOYMENT BENEFITS WITH PENALTY AND/OR INTEREST, FOR \$519.18 AS SET FORTH
IN THE DETERMINATION SHOWN ABOVE. THE DETERMINATION HAS BECOME FINAL AND THE
INDIVIDUAL HAS BEEN GIVEN DUE NOTICE OF THE DEPARTMENT'S INTENTION TO FILE
THIS WARRANT PURSUANT TO RCW 50.20.190.

THE CLERK SHOULD DESIGNATE A SUPERIOR COURT CAUSE NUMBER FOR THIS WARRANT AND
CAUSE TO BE ENTERED IN THE JUDGMENT DOCKET UNDER THE CAUSE NUMBER ASSIGNED,
THE INDIVIDUAL'S NAME, THE DATE OF FILING OF THE WARRANT AND THE WARRANT
AMOUNT (WHICH INCLUDES A STATUTORY FILING FEE OF TWENTY DOLLARS AND A TWENTY
DOLLAR SURCHARGE) OF: \$559.18 PLUS INTEREST AS REQUIRED BY RCW 50.20.190.

THE AGGREGATE AMOUNT OF THIS WARRANT AS DOCKETED, IS A LIEN UPON THE TITLE TO
AND INTEREST IN ALL REAL AND PERSONAL PROPERTY OF THE INDIVIDUAL, THE SAME AS
A JUDGMENT IN A CIVIL CASE DULY DOCKETED IN THE OFFICE OF SUCH CLERK, AND IS
SUFFICIENT TO SUPPORT THE ISSUANCE OF WRITS OF GARNISHMENT IN FAVOR OF THE
STATE, THE SAME AS A JUDGMENT, WHOLLY OR PARTIALLY UNSATISFIED.

DONE UNDER MY HAND ON THIS 14, DAY OF Oct, 2014.

FOR THE COMMISSIONER EMPLOYMENT SECURITY DEPARTMENT
AUTHORIZED REPRESENTATIVE: 
WARRANT BPC-003(6/09)



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R. E. A. Prosser, Washington R. E. WISK, County Auditor

FEE No. 310189

KNOW ALL MEN BY THESE PRESENTS: For good and valuable consideration the receipt of which is hereby acknowledged, FELIX SCIOLI, HUSBAND AND WIFE, AS FIRST PARTY HAS GRANTED AND DOES HEREBY GIVE, GRANT, AND CONVEY UNTO THE BENTON RURAL ELECTRIC ASSOCIATION, A CORPORATION, AS SECOND PARTY, EASEMENT ALONG, OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS OF LAND LOCATED IN BENTON COUNTY, WASHINGTON, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR REPAIRS, IMPROVEMENTS, OR REMOVAL, TO-WIT:

S1/2 SECTION 27 IN REG MOUNTAIN ORCHARDS PLATT - LINE 11 CROSS LOT 9 IN BLOCKS 31, 41, 43, 42, 41, NO. 39 - THEN CONTINUE THROUGH LOT 7 IN BLOCKS 27 AND 27 AS STAKED - LINE WILL ALSO CROSS LOT 9 IN BLOCKS 47 AND 47 TO SERVE AN IRRIGATION PUMP

NECESSARY TO SET POLES FOR CARRYING ELECTRIC POWER WIRES WITH SUCH ANCHOR AND GUY WIRES AS MAY BE NECESSARY FOR THE SAME. ALL CONSTRUCTION TO MEET NATIONAL CODE AND STATE CODE REQUIREMENTS.

ALL DAMAGES TO PROPERTY OF THE GRANTEE (OTHER THAN TREES) CAUSED BY BUILDING, MAINTAINING, REPLACING OR REPAIRING SAID ELECTRIC SYSTEM SHALL BE BORNE BY THE GRANTEE.

IN WITNESS WHEREOF, THE GRANTORS HERIN NAMED HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF June 1953.

Felix Scioli

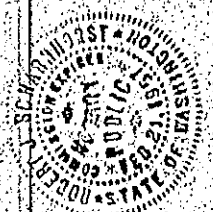
STATE OF WASHINGTON, COUNTY OF Benton SS.

THIS IS TO CERTIFY THAT ON THIS 10th DAY OF June 1953 BEFORE ME A NOTARY PUBLIC FOR THE STATE OF WASHINGTON, THIS DAY PERSONALLY CAME M. Scioli AND TO ME KNOWN TO BE THE INDIVIDUALS HEREIN MENTIONED AND DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT THEY SIGNED AND EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND DATE HEREIN SET FORTH.

Notary Public

(SEAL)



Notary Public

7-10-53 Ellen B... Benton County

82

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, CLIFF AND KARLA LEMAY ^{HUSBAND AND WIFE} of good and valuable consideration the receipt of which is hereby acknowledged, as Grantor, has granted and does hereby give, grant, and convey unto the Benton Rural Electric Association, a Corporation, as Grantee, and to its successors and sub-lessee or assigns, easement along, over, under and across the following described tracts of land located in Benton County, Washington, together with right of ingress and egress for repairs, improvements, or removal, to wit:

Section 31, Township 10 North, Range 27 East, W.M., Benton County, Washington.

A ten (10) foot wide electric utility easement for Benton Rural Electric Association.

The South ten (10) feet of the North twenty (20) feet of Lot 3, according to Short Plat #2088.

(See attached Exhibit "A")

The purpose of this easement is to construct, reconstruct, rephase, repair, operate and maintain an electrical distribution system. The undersigned agree that trees can be cut that may interfere or threaten this system and that all poles, wire, cables and other facilities installed on the above-described land, shall remain the property of Benton Rural Electrical Association, removable at the option of Benton Rural Electric Association. Grantee releases and agrees to indemnify Grantor for any injury, loss or damage arising on account of the sole negligence of Grantee in the exercise of rights granted hereunder.

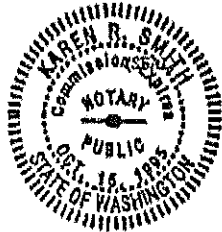
IN WITNESS WHEREOF,

the Grantor herein named have signed this instrument on this 7 day of Aug, 1995.

Cliff Lemay Karla Lemay

STATE OF WASHINGTON)
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that Cliff Lemay and Karla Lemay signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 8-7-95
Signature of Notary Public Karen R. Smith
Title Notary Public
My appointment expires 10-15-95

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY M. Kura DEPUTY

RE BENTON RURAL ELECTRIC
Member owned & controlled since 1937.
P.O. Box 1150 Prosser, WA 99350

OFFICIAL RECORDS

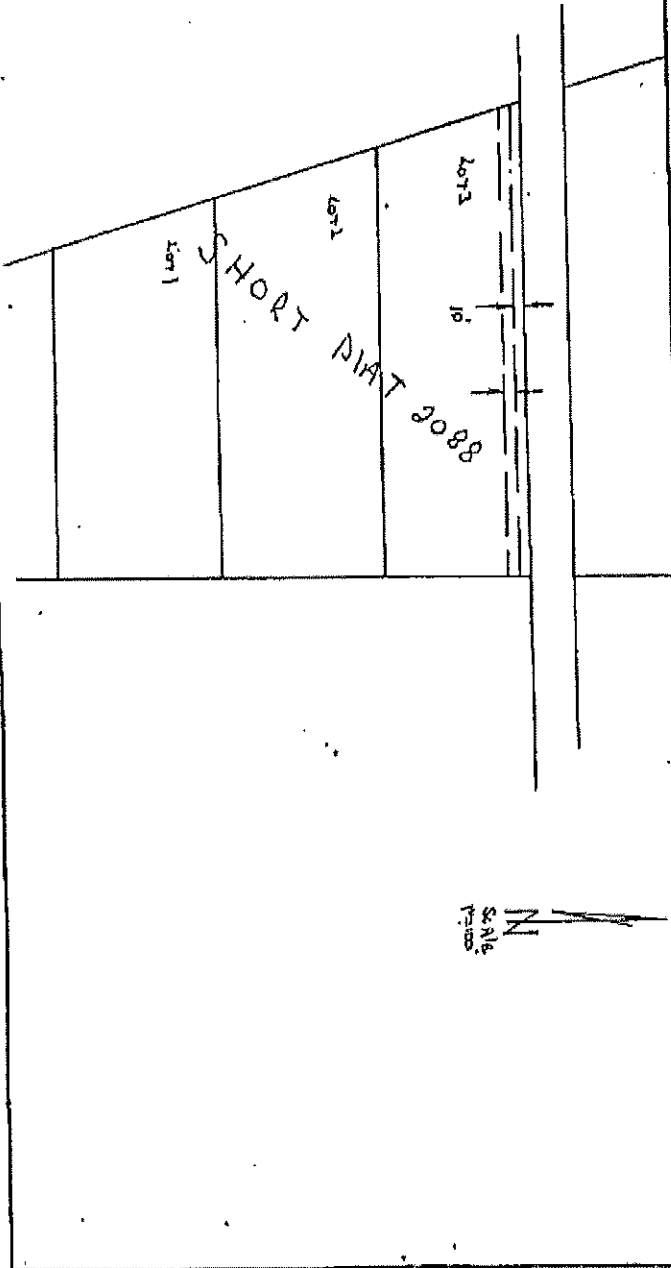
Section BEA
Washington & Benton

Staking Sheet

Name Q. M. & K. A. M. K. M. M. Y.
Location Block 3 of Trp 10th R 37th Sec 31 P. 1000 Number

Work Order No. 1514
Sheet No. 1 of 1

By W. V. 2 Checked



REPRODUCTION OF ORIGINAL SURVEY RECORDS

31-10-24

SHORT PLAT NO. 2088

BENTON COUNTY, WASHINGTON

DESCRIPTION: LOT 35 RED MOUNTAIN GRARDS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 25, RECORDS OF BENTON COUNTY, WASHINGTON.

OWNER'S CERTIFICATE
I, William M. Cartwright, HUSBAND AND WIFE, ZANE T. WARREN, A SINGLE MAN, CLIFF LEMMON, A SINGLE PERSON, WILLIAM M. CARTWRIGHT AND SANDRA N. CARTWRIGHT, HUSBAND AND WIFE, AND STEVEN GLOVES, AS HIS SEPARATE PROPERTY, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHOWN AS PLATTED HEREIN AS SHOWN AND THE EASEMENTS ON THE SHORT PLAT ARE GRANTED FOR THE USES SHOWN THEREON.

William M. Cartwright
CLIFF LEMMON
Zane T. Warren
ZANE T. WARREN
William M. Cartwright
WILLIAM M. CARTWRIGHT
Steven Gloves
STEVEN GLOVES

ACKNOWLEDGEMENTS

STATE OF WASHINGTON
COUNTY OF BENTON
I CERTIFY THAT I AM THE CLERK OF SAID COUNTY AND AS SUCH I HAVE RECORDED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

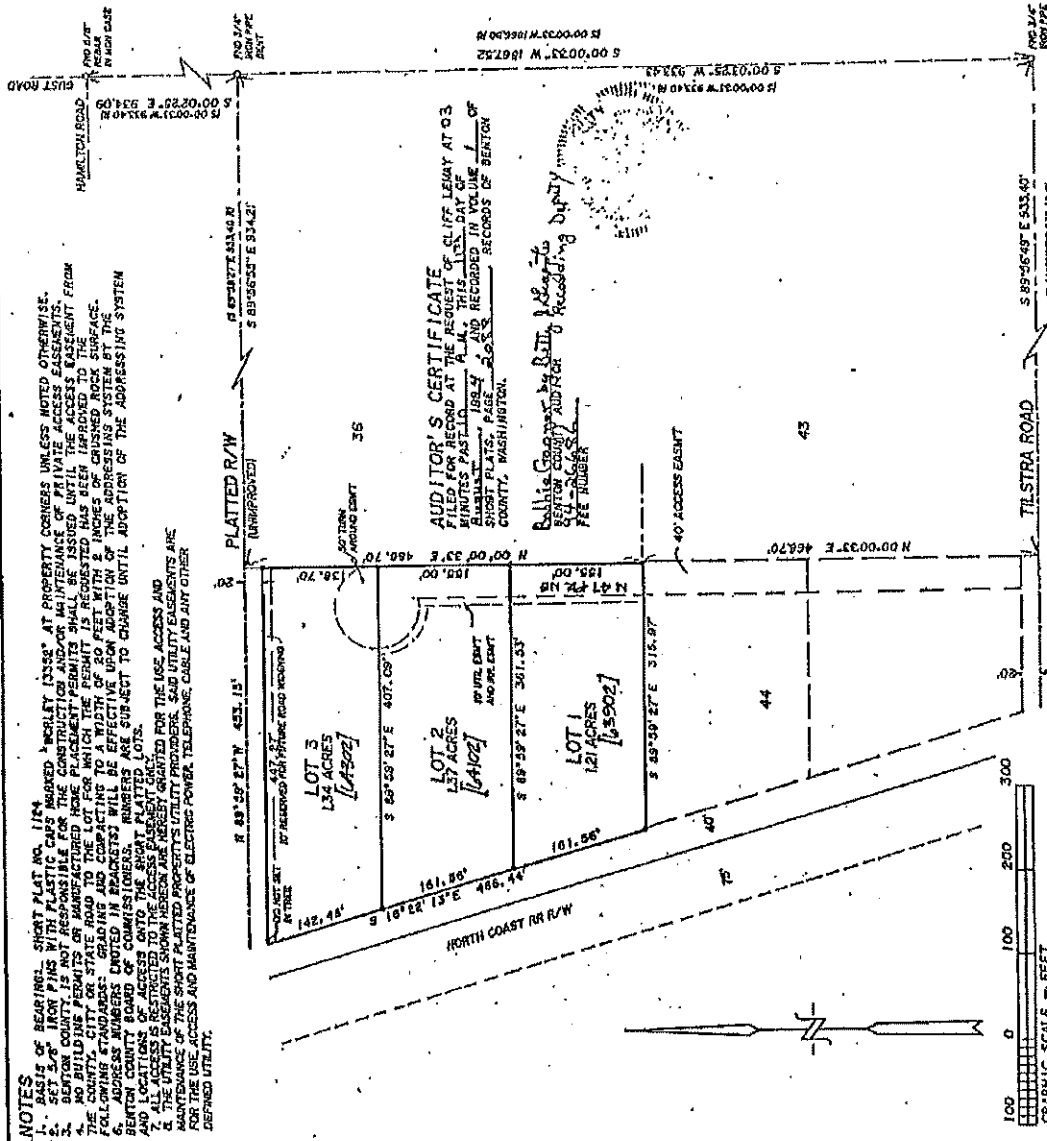
William M. Cartwright
WILLIAM M. CARTWRIGHT
DATE: 10-24-94

STATE OF WASHINGTON
COUNTY OF BENTON
I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT WILLIAM M. CARTWRIGHT AND SANDRA N. CARTWRIGHT, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Stacy D. Spitzer
STACY D. SPITZER
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY APPOINTMENT EXPIRES: 12-31-94
DATE: 10-24-94

IRRIGATION APPROVAL
I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE BENTON IRRIGATION DISTRICT, THAT IT IS IN THE EASTERN PART OF SAID DISTRICT AND THAT THE LAND DESCRIBED HEREIN IS ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE BEEN PAID THROUGH THE YEAR 1994.

David G. Christensen
DAVID G. CHRISTENSEN
SURVEYOR
13332
WORLEY SURVEYING SERVICE, INC., P.
P. O. BOX 8122
KENNEWICK, WASHINGTON 98536
509-783-6676



NOTES
1. BASIS OF BEARING: SHORT PLAT NO. 1124
2. SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WASHLEY 1124" AT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
3. BENTON COUNTY AND BENTON COUNTY RECORDS SHALL BE MAINTAINED AND THE MAINTENANCE OF PRIVATE EASEMENTS FROM THE COUNTY CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS ISSUED HAS BEEN IMPROVED TO THE FACE.
4. FOLLOWING STANDARDS: GRADING AND COMPACTING TO A WIDTH OF 30 FEET WITH 2" THICK ASPHALT SURFACE.
5. ADDRESS NUMBERS CHANGED IN BRACKETED WILL BE EFFECTIVE FROM THE DATE OF ADOPTION OF THE ADDRESSING SYSTEM BY BENTON COUNTY BOARD OF COMMISSIONERS.
6. ADDRESS NUMBERS CHANGED IN BRACKETED WILL BE EFFECTIVE FROM THE DATE OF ADOPTION OF THE ADDRESSING SYSTEM BY BENTON COUNTY BOARD OF COMMISSIONERS.
7. ALL ACCESS IS RESTRICTED TO THE ACCESS EASEMENT ONLY.
8. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE ACCESS AND MAINTENANCE OF THE SHORT PLATTED PROPERTY'S UTILITIES, INCLUDING BUT NOT LIMITED TO: GAS, WATER, CABLE AND ANY OTHER FOR THE USE ACCESS AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND ANY OTHER DEFINED UTILITY.

AUDITOR'S CERTIFICATE
FILED FOR RECORD AT THE REQUEST OF THE PLATTERS AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2088, RECORDS OF BENTON COUNTY, WASHINGTON.
DATE: 10-24-94

William M. Cartwright
WILLIAM M. CARTWRIGHT
DATE: 10-24-94

Stacy D. Spitzer
STACY D. SPITZER
DATE: 10-24-94

David G. Christensen
DAVID G. CHRISTENSEN
DATE: 10-24-94

William M. Cartwright
WILLIAM M. CARTWRIGHT
DATE: 10-24-94

Stacy D. Spitzer
STACY D. SPITZER
DATE: 10-24-94

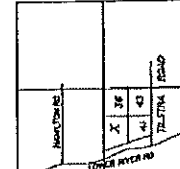
David G. Christensen
DAVID G. CHRISTENSEN
DATE: 10-24-94

William M. Cartwright
WILLIAM M. CARTWRIGHT
DATE: 10-24-94

Stacy D. Spitzer
STACY D. SPITZER
DATE: 10-24-94

David G. Christensen
DAVID G. CHRISTENSEN
DATE: 10-24-94

APPROVALS
I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1994.
William M. Cartwright
WILLIAM M. CARTWRIGHT
BENTON COUNTY TREASURER
DATE: 10-24-94
Stacy D. Spitzer
STACY D. SPITZER
BENTON COUNTY SHORT PLAT ADMINISTRATOR
DATE: 10-24-94



SECTION 34, T10N, R27E, W4E
VICINITY MAP