

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5003353-800507

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

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

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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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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 prosecution 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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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 Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule A	GUARANTEE NUMBER 5003353-800507

Order No.: 382424AM

Liability: \$1,000.00

Fee: \$350.00 plus \$150.00 work charge
Tax: \$41.50

Name of Assured: **Western Pacific Engineering**

Date of Guarantee: June 12, 2020

The assurances referred to on the face page hereof are:

1. Title is vested in:

Cle Elum Pines East, LLC, a Washington Limited Liability Company as to Tract 1, and Cle Elum Pines West, LLC, a Washington Limited Liability Company, as to Tract 2

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.
7. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Tracts A & B, PALOMINO FIELDS PLAT - DIVISION II, Book 13/pgs 23-29; & Tracts C-1 & D-1, PALOMINO FIELDS PLAT - DIVISION V, Book 13/pgs 88-91.

By:


Authorized Countersignature

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule B	GUARANTEE NUMBER 5003353-800507

File No.: 382424AM

RECORD MATTERS

1. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
2. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2020
Tax Type: County
Total Annual Tax: \$91.92
Tax ID #: 960972
Taxing Entity: Kittitas County Treasurer
First Installment: \$45.96
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$45.96
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract A

4. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$29.62
Tax ID #: 960973
Taxing Entity: Kittitas County Treasurer
First Installment: \$29.62
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$0.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract A

5. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$173.94
Tax ID #: 960974
Taxing Entity: Kittitas County Treasurer
First Installment: \$86.97
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$86.97
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2020
Affects: Tract B
6. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

7. Notice of possible (present and future) tap or connection charges levied, or to be levied, by the City of Ellensburg, notice of which is given by instrument recorded February 3, 1978, under Kittitas County Auditor's File No. 420037.
8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Chicago, Milwaukee and St Paul Railway Company of Washington
Purpose: Portable snow fences
Recorded: March 20, 1907
Instrument No.: 18106
Book 14 of Deeds, Page 482
9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: H W Eldred
Purpose: A right of way for certain ditch, creek and underground box, together with the right to go upon said premises for the purpose of maintaining, repairing and renewing said ditch, creek course and box
Recorded: February 27, 1907
Instrument No.: 17929
Book 15 of Deeds, Page 118
Affects: The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of said Section 27, lying North of the County Road

Together with the effect of Agreement executed by Simon P. Wippel and Gertrude E. Wippel, his wife, and H. W. Eldred and Julia R. Eldred, his wife, and recorded October 25, 1918, in Volume 32 of Deeds, page 546, under Auditor's File No. 50046.

10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: City of Ellensburg
Purpose: Water pipe line
Dated: December 14, 1914
Instrument No.: 39134
Book 28 of Deeds, Page 338

11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: The Pacific Telephone and Telegraph Company

Purpose: The right to erect and maintain poles with the necessary wires and fixtures thereon and to keep the same free from foliage, together with the right of way for purposes of repairs. "The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right of way intersects said fences.

"Grantor agrees not to grant any right or permit for erection or maintenance of any electric power transmission lines or lines upon or over said property, parallel with and within 200 feet of lines placed by the Telephone Company, or for erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right of way at an angle of less than 35°."

Recorded: January 9, 1926

Instrument No.: 80185

Book 43, Page 98

Affects: Tract 1 and other land

Said easement was assigned to Ellensburg Telephone Company by assignment filed for record September 21, 1959, recorded in Book 105 of Deeds, page 33, under Auditor's File No. 278670.

12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: The Pacific Telephone and Telegraph Company

Purpose: The right to erect and maintain poles, with the necessary wires and fixtures thereon and to keep same free from foliage. The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right-of-way intersects said fences. The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within 200 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right of way at an angle of less than thirty-five (35) degrees. It is understood that the employees of said Telephone Company shall, at any time when necessary, have access to said right of way and the poles and wires thereon, for purposes of repair, etc., provided always that said Telephone Company shall be responsible for any damage which may be necessarily done to the property above described.

Recorded: January 9, 1926

Instrument No.: 80187

Book 43, Page 100

Affects: Tract 1 and other land (NE Quarter of NW Quarter)

Assignment of right of way recorded September 21, 1959, under Kittitas County Auditor's File No. 278670.

13. Any rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Kittitas County Short Plat No. 77-12,

Recorded: November 15, 1977

Book: A of Short Plats, Page: 22

Instrument No.: 418140

Fact(s): Surveyor's Note: "Legal description for the Don Herr property doesn't close by 3"

14. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by the Preston & O'Neill Short Plat,

Recorded: November 15, 1977

Book: A of Short Plats Page: 22

Instrument No.: 418140

Matters shown:


a) Location of fence line in relation of the common boundary line

b) Location of Town Ditch canal in relation to boundary line

Affects: Tract 1

15. Discrepancies in the dimensions of said Section 27, and in the location of section corners and quarter corners thereof, as shown on the following documents:
Short Plat recorded November 15, 1977, in Book A of Short Plats, Page 22, Auditor's File No. 418140;
Survey recorded October 30, 1981, in Book 9 of Surveys, Page 54, Auditor's File No. 456785;
Survey recorded February 20, 1997, in Book 22 of Surveys, Pages 174 and 175, Auditor's File No. 199702200014.
16. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 20, 1997
Book: 22 of Surveys Pages: 174 and 175
Instrument No.: 199702200014
Matters shown:
 - a) Easement "R"
 - b) Concrete ditch
 - c) Notes contained thereon
 - d) Location of fencelines in relation to property boundaries
 - e) Existing crossing
17. Any question which may arise due to apparent conflict in the name(s) of the creek(s) creating the boundaries of a portion of said premises. We note that the creek referenced in legal description of the Northwest Quarter of the Northwest Quarter of said Section 27 is "Reecer Creek", and that the creek delineated on survey recorded October 15, 1997, in Book 23 of Surveys, Pages 4 and 5, under Auditor's File No. 199710150001 in Section 22 is "Currier Creek". It would appear from information available to this Company that the said creek(s) is/are in fact one and the same, and is in fact "Currier Creek".
18. Agreement for Purchase of Power and the terms and conditions contained therein
Between: Public Utility District No. 1 for Kittitas County, a Washington corporation
And: The Great Round-up Cowboy Church
Recorded: October 16, 1998
Instrument No.: 199810160013
19. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Cowboy Short Plat,
Recorded: October 4, 2004
Book: G of Short Plats Pages: 202 and 203
Instrument No.: 200410040031
Matters shown:
 - a) Location of existing driveway
20. Contract for Reimbursement for Water/Sewer Facilities and the terms and conditions contained therein
Between: SSHI, LLC
And: City of Ellensburg
Recorded: August 5, 2008
Instrument No.: 200808050001
21. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in Declaration Palomino Fields Drainfield Restrictive Covenant
Recorded: March 29, 2016
Instrument No.: 201603290030

22. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division I,
 Recorded: August 15, 2017
 Book: 12 of Plats, Pages: 201 through 205
 Instrument No.: 201708150016
 Matters shown:
 a) Approximate location of Currier Creek
 b) Approximate location of Town Ditch/canal
 c) Additional right-of-way dedicated to Kittitas County for the construction and maintenance of the cul-de-sac located at the West end of W. Bowers Road.
 d) Location of fenceline in relation to property boundary
 e) Dedications contained thereon
 f) Notes contained thereon
- Said plat was amended by plat amendments filed June 25, 2018 and December 3, 2019, under Auditor's File No. 201806250042 and 201912030032.
23. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division II,
 Recorded: May 21, 2019
 Book: 13 Page: 23 through 29
 Instrument No.: 201905210014
 Matters shown:
 a) Approximate location of Currier Creek
 b) Notes contained thereon
 c) Dedication contained thereon
24. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division V,
 Recorded: February 25, 2020
 Book: 13 of Surveys Page: 88 through 91
 Instrument No.: 202002250022
 Matters shown:
 a) Dedication thereon
 b) Surveyor's Narrative Thereon
 c) Notes thereon
25. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
 Recorded: March 31, 2020
 Instrument No.: 202003170015
26. Any right, title and interest of Cle Elum Pines West, LLC,
 As disclosed by: County Tax Rolls
 Affects: Tract B
27. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Currier Creek, if it is navigable.
28. Any question of location, boundary or area related to the Currier Creek, including, but not limited to, any past or future changes in it.
29. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.

 First American Title™	Subdivision Guarantee
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule C	<small>GUARANTEE NUMBER</small> 5003353-800507

File No.: 382424AM

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

TRACT 1:

Tracts A and B, PALOMINO FIELDS PLAT - DIVISION II, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 23 through 29, records of said County.

TRACT 2:

Tracts C-1 and D-1, PALOMINO FIELDS PLAT - DIVISION V, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 88 through 91, records of said County.



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

I HERBERY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I approve this plat.
 Dated this 16th Day of August, A.D., 2017
James A. Clark
 Kittitas County Engineer

HEALTH DEPARTMENT

I HERBERY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I find that the sewer and water system herein shown does meet and comply with all requirements of the County Health Dept.
 Dated this 14th Day of August, A.D., 2017
Michelle A. Hild
 Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

I HERBERY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I find that it complies with the Comprehensive Plan of the Kittitas County Planning Commission.
 Dated this 14th Day of August, A.D., 2017
Dawn C. Anderson
 Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HERBERY CERTIFY that the taxes and assessments are paid for the preceding years and for this year in which the plat is now to be filed.
 Dated this 14th Day of August, A.D., 2017
Dea. Williams
 Kittitas County Treasurer

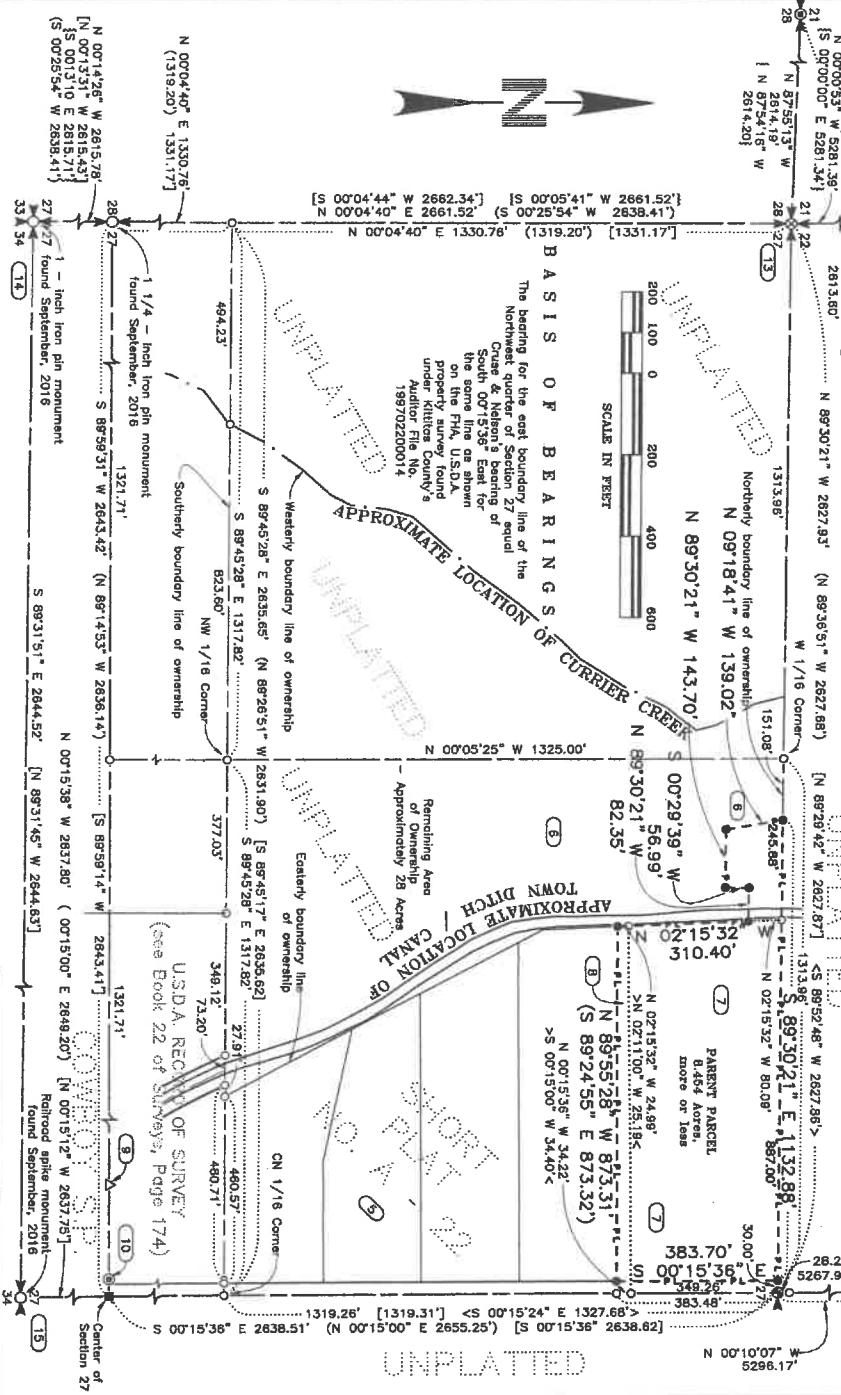
CERTIFICATE OF ASSESSOR

I HERBERY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I find the property to be in an acceptable condition for plating.
 Dated this 14th Day of August, A.D., 2017
Dawn Williams
 Kittitas County Assessor

KITTITAS COUNTY BOARD OF COMMISSIONERS

EXAMINED AND APPROVED this 15th Day of August, A.D., 2017.
 BOARD OF COUNTY COMMISSIONERS
Chairman: [Signature]
 Clerk: *Dawn Williams*

PALOMINO FIELDS PLAT - DIVISION I
 A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27,
 TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.,
 KITTITAS COUNTY, WASHINGTON



SURVEYOR'S CERTIFICATE

I hereby certify that the Palomino Fields Plat - Division I is based on an actual survey and subdivision of Section 27, Township 18 North, Range 18 East, W.M., that the distances and bearings are true to the monumentary and block corners staked on the ground.
 Dated this 15th Day of August, A.D., 2017
Bobby P. Jones
 Bradley E. Jones, P.L.S.
 Washington Land Surveyor No. 49273
 WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
 Pioneer Way (Professionals) Center
 Moses Runer Place
 Moses Lake, Washington 98837

AUDITOR'S CERTIFICATE

Filed for record at the request of the Kittitas County Board of Commissioners this 15th day of August, 2017, at 8:21 minutes past 11 o'clock.
 M., and recorded in Volume 2017, at of Plate, at Page(s) 201-205, records of Kittitas County, Washington.
 RECEIVING NO. 201708150816
Sarah V. Peltz
 Kittitas County Auditor
 Deputy Auditor

INSTRUMENT USED		INSTRUMENT DATA	
Trimble R10 GPS Receivers		<input checked="" type="checkbox"/>	Traverse Closure
Meade Standards for	WAJ 502-100-000	<input checked="" type="checkbox"/>	Meade Standards for
		<input checked="" type="checkbox"/>	987 TURN RISE

WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
 Pioneer Way Professional Center
 1328 Runer Place (509)765-1023 Moses Lake, Wash.
 LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M., Palomino Fields Plat - Division I, Kittitas County, Washington
 Surveyed by: JMH Date 04-16 Scale 1" = 200'
 Drawn by: Tml/YCS Date 01-17 Sheet 1 of 5
 Checked by: RJB Date 07-17 Project No. 15169



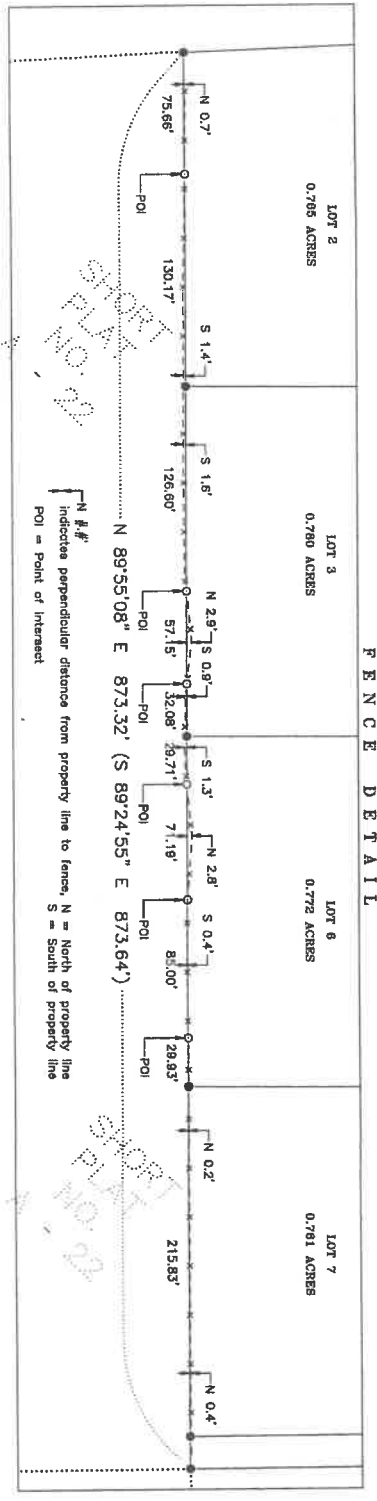
File - Project Deso: S:\15169\15169 MPR-pr (Plotted - Aug 8, 2017)

PALOMINO FIELDS PLAT - DIVISION I

A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. KITKITAS COUNTY, WASHINGTON

Receiving No. 201708150816
LP - 07-31

271818



LEGEND

- 5/8" - inch iron pin with surveyor's cap marked 'LS 48273' monument set July 11, 2017
- 3" - inch brass cap monument found September, 2018
- 5/8" - inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊙ 3" - inch brass cap monument stamped 'LS 14748' found September, 2016
- △ 5/8" - inch iron pin with surveyor's cap stamped '12481' monument found September 2016
- ▲ 5/8" - inch iron pin with surveyor's cap stamped '18092' monument found September 2016
- ⊙ 5/8" - inch iron pin with no surveyor's cap monument found September 2016
- 1" - inch iron pin with no surveyor's cap monument found September 2016
- Railroad spike monument found September 2016
- Calculated point only
- - no monument found or set
- ⊠ Approx. bus stop location
- () Previously recorded information from Preaton Short Plat, Short Plat A-22, and shown on drawing as found under Kittitas County's AFN 418140
- [] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 198702200014

LEGEND (continued)

- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 198702200014
- [] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 198702200014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 418756
- Ⓜ Note - See Sheet 3 of 5
- Parcel boundary as continued in PROPERTY DESCRIPTION AS RESULT OF SURVEY

NOTICE

This is a Boundary Line Survey and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

This survey was prepared for the exclusive use of the person, persons, or entity named in the Surveyor's Certificate hereon. Said certificate does not extend to any unnamed person without an expressed reassignment by the Surveyor naming said person.



INSTRUMENT USED		INDEXING DATA	
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WESTERN PACIFIC ENGINEERING AND SURVEY, INC.			
Pioneer Way Professional Center Moses Lake, Wash. 1328 Hunter Place (509)755-1023			
LCU			
A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M. Palomino Fields Plat - Division I Kittitas County Washington			
Surveyed by	LDH	Date	04-16
Drawn by	Tom/PCS	Date	01-17
Checked by	BBB	Date	07-17
Scale	1" = 80'	Sheet	3 of 5
Project No.	15169		

13/24

File -- Project Desc.: S:\16146\16146 DIV 2\18148 MP2.pro (Plotted - May 9, 2019)

PALOMINO FIELDS PLAT - DIVISION II

A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.

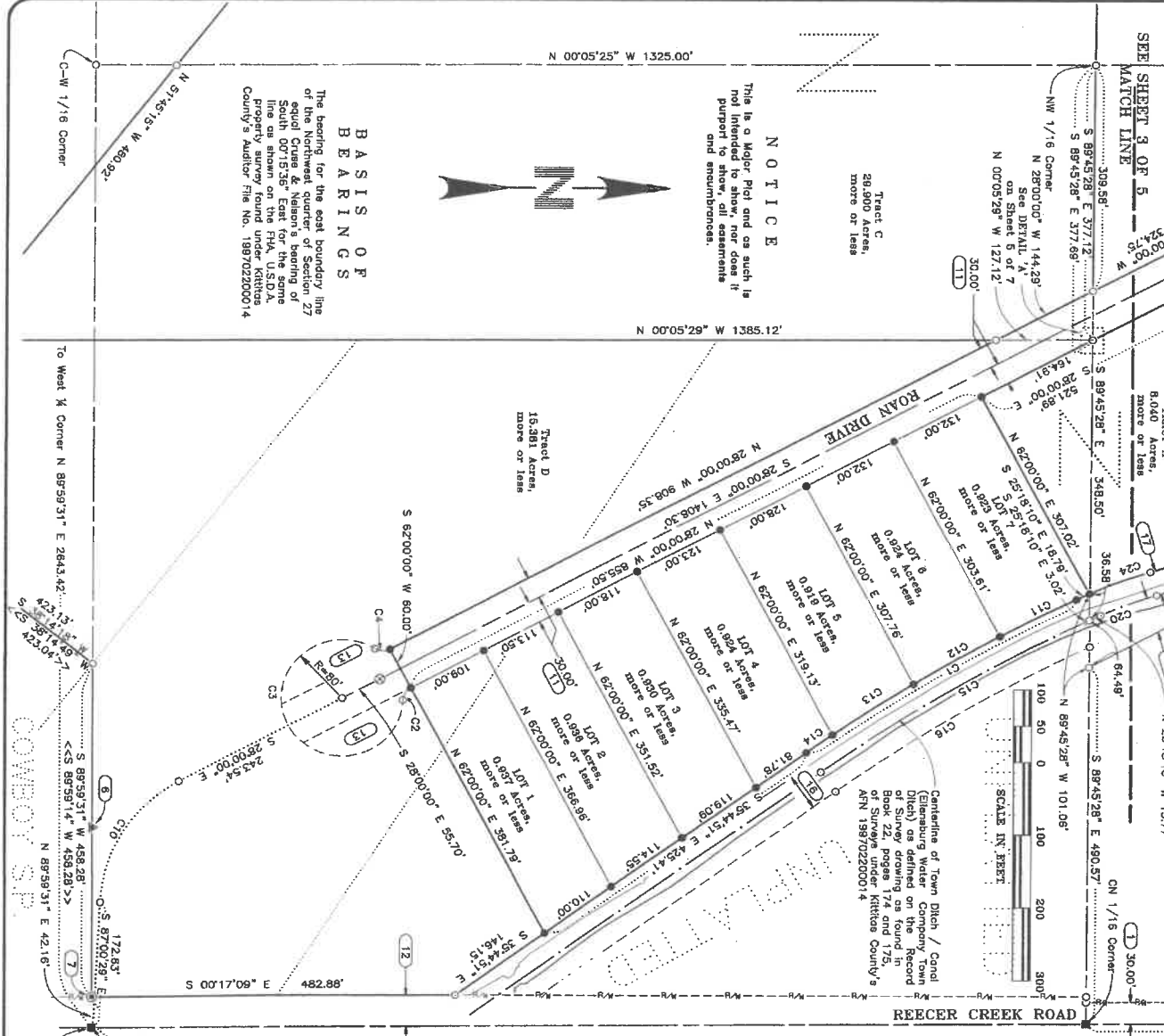
KITITAS COUNTY, WASHINGTON

Receiving No.
L P F - 19-00003
LP - 07-00031

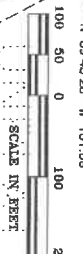
181827

NOTICE
This is a Major Plat and as such is not intended to show, nor does it purport to show, all assessments and encumbrances.

BASIS OF BEARINGS
The bearing for the east boundary line of the Northwest quarter of Section 27 equal to the bearing of Nelson's bearing of South 00°15'36" East for the same length of line as the length of the property survey found under Kititas County's Auditor File No. 198702200014



Centerline of Town Ditch / Canal (Kittitas) as defined on the Record Book 22, pages 174 and 175, of Surveys under Kititas County's AFN 198702200014



- 5/8" - high iron pin with surveyor's cap marked "LS 12491" monument set April, 2019
 - 3" - high brass cap monument found September, 2016
 - 5/8" - high aluminum surveyor's cap monument stamped "Kittitas County" found September, 2016
 - ⊗ 2" - high brass cap monument stamped "LS 12491" monument found April, 2019
 - ⊙ 2" - high brass cap monument stamped "LS 12491" monument found September 2016
 - ▲ 5/8" - high iron pin with surveyor's cap stamped "18092" monument found September 2016
 - ⊖ 5/8" - high iron pin with no surveyor's cap monument found September 2016
 - 1" - high iron pin with no surveyor's cap monument found September 2016
 - Railroad spike monument found September 2016
 - ◆ 5/8" - high iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
 - ▲ 5/8" - high iron pin with surveyor's cap marked "LS 12491" monument found April 10, 2016 and verified
 - Calculated point only
 - - no monument found or set
 - () Previously recorded information from Preston Sperry's Survey from on drawing as Kititas Co. Short Plat No. 77-42 as found under Kititas County's AFN 418140
 - [] Previously recorded information from Record of Survey drawing as found in Book 22, pages 174 and 175, under Kititas County's AFN 198702200014
 - [] Previously recorded information from Record of Survey drawing as found under Kititas County's AFN 198702200014
 - [] Previously recorded information from Statutory Warranty Deed found under Kititas County's AFN 416766
 - { } Previously recorded information from Bagnhaug Fields Plat - Div. 1 as found in Volume 12 of Plats, pages 201 through 205, under Kititas County's AFN 20708150016
 - > < Previously recorded information from the Cowboy Short Plat 203 found in Book G of Statutory Warranty Deeds under Kititas County's AFN 200410040031
- Note - See Sheet 5 of 7

WESTERN PACIFIC ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hamler Place, Mesa Lake, Washington
1-(509)-693-1023 F1(509)-693-1298
Services in Washington and Idaho

ICU, INC.

Scale 1" = 100'
Drawn by: nmh / FCS
Checked by: FCS
Project No.: 18146

INSTRUMENT USED
Trimble R10 GPS
Receivers
Troyava Closure
Metal Standards Per
WMC 332-150-080

INDEXING DATA
527 T18N R18E

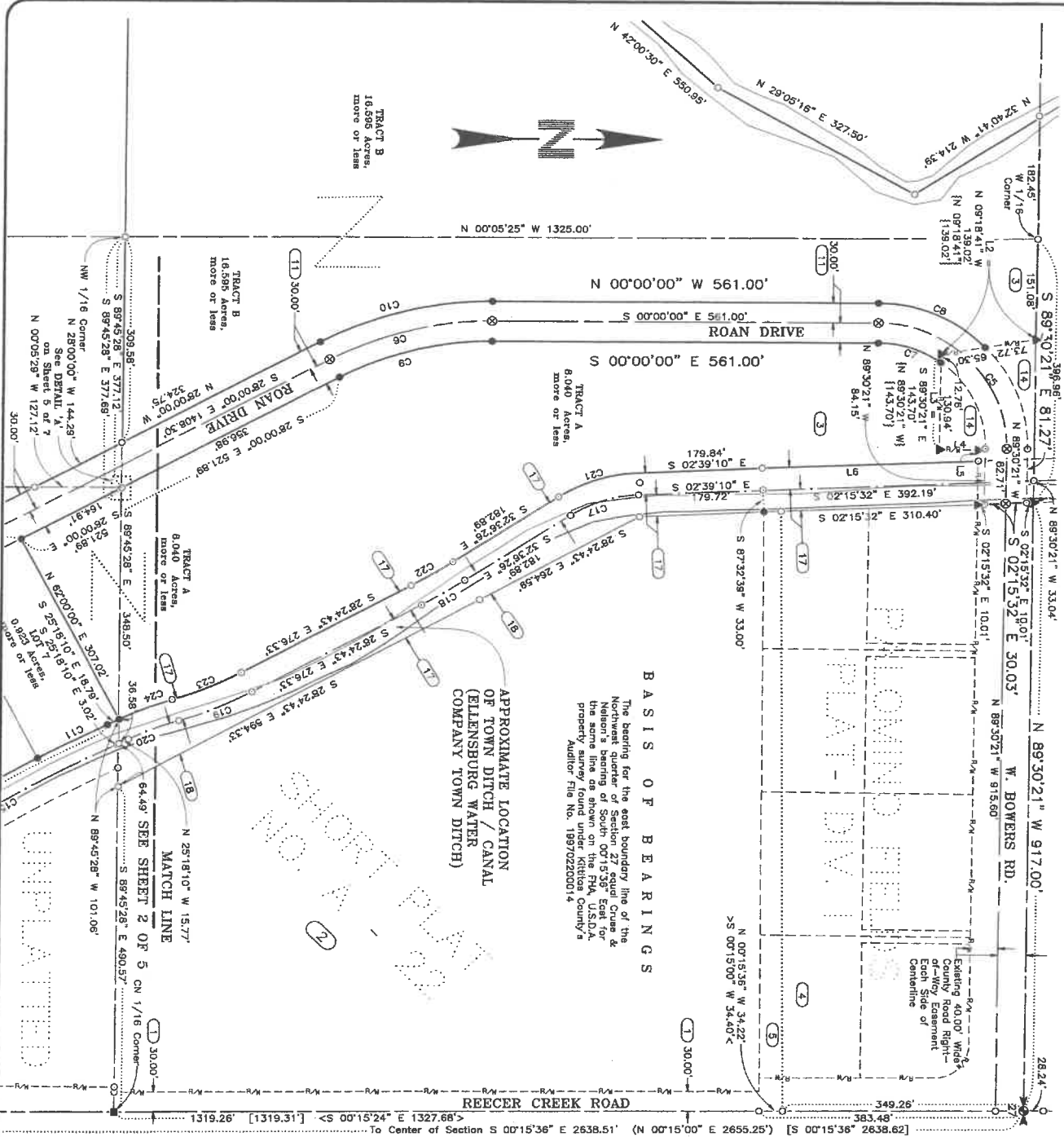
File --- Project Desc.: S:\18146\18146 Div 2\18146 MP2.prc (Plotted - May 9, 2018)

PALOMINO FIELDS PLAT - DIVISION II

A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITKITAS COUNTY, WASHINGTON

Receiving No.
LPP - 19-00003
LP - 07-00031

181827



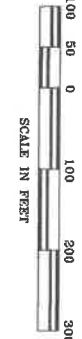
UNPLATTED

WESTERN PACIFIC ENGINEERING & SURVEY
A TERESA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T:(509)765-1023 F:(509)765-1288
Services in Washington and Idaho

ICU INC.
Surveyed by LMH Scale 1" = 100'
Drawn by Tml/FCS Sheet 3 of 7
Checked by FCS Project No. 18146

INSTRUMENT USED
Trimble R10 GPS
Receivers
Traverse Closure
Meade Standards Per
WAC 332-130-090

INDEXING DATA
527 118N R18E



NOTICE
This is a Major Plat and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

PALOMINO FIELDS PLAT - DIVISION II

A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.

KITITAS COUNTY, WASHINGTON

ORIGINAL OWNERSHIP PARCEL MAP

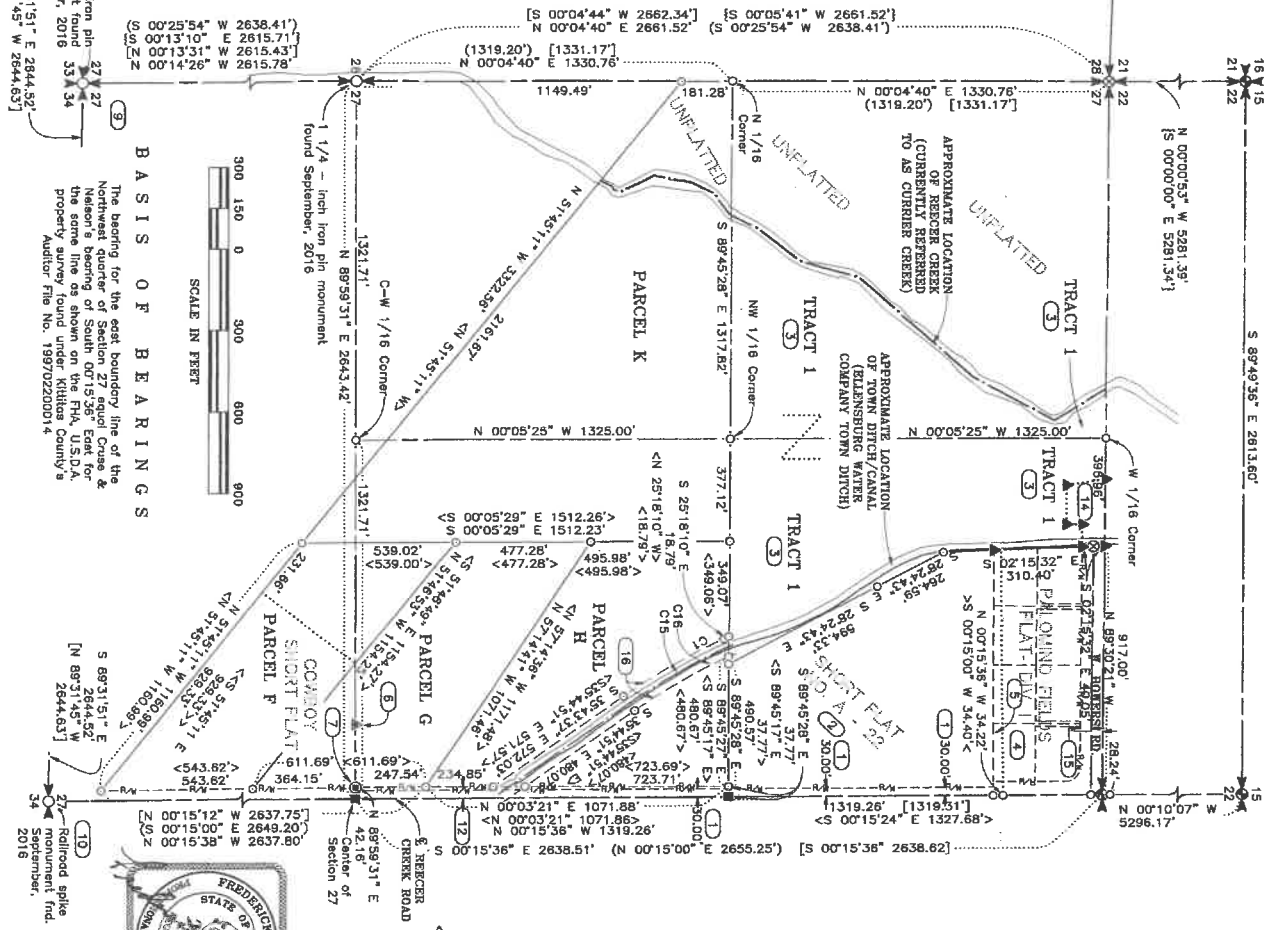
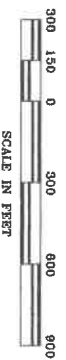


NOTICE
This is a Major Plat and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

1 - inch from pin monument found September, 2016
27 W 27
33 A 34
S 89°31'51" E 2644.52'
N 89°31'45" W 2644.53'

BASIS OF BEARINGS

The bearing for the east boundary line of the Northwest quarter of Section 27 equal Cause & Nelson's bearing of South 00°15'36" East for the same line as shown on the RIA, USDA, property survey found under Kittitas County Auditor File No. 199702200014



- 5/8 - inch iron pin with surveyor's cap marked "LS 12491" monument set April, 2019
 - 3 - inch brass cap monument found September, 2016
 - 5/8 - inch aluminum surveyor's cap monument stamped Kittitas County found September, 2016
 - 2 - inch brass cap monument stamped "LS 12491" grooved in a 2-inch pipe set in a monument case April, 2019
 - ▲ 5/8 - inch iron pin with surveyor's cap stamped "12491" monument found September 2016
 - ▲ 5/8 - inch iron pin with no surveyor's cap stamped "18092" monument found September 2016
 - 5/8 - inch iron pin with no surveyor's cap monument found September 2016
 - 1 - inch iron pin with no surveyor's cap monument found September 2016
 - ◆ 5/8 - inch iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
 - ▲ 5/8 - inch iron pin with surveyor's cap marked "LS 12491" monument found April 10, 2018 and verified calculated point only
 - - no monument found or set
 - () Previously recorded information from Preston Short Plat, Short Plat A-22, and shown on drawing as Kittitas County Short Plat No. 77-121, as found under Kittitas County's AFN 418140
 - [] Previously recorded information from Record of Survey drawing as found in Book 22, pages 174 and 175, under Kittitas County's AFN 199702200014
 - <> Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
 - [] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
 - > Previously recorded information from Stibitory Warranty Deed found under Kittitas County's AFN 416766
 - || Previously recorded information from Palomino Fields Plat, pages 201 through 209, under Kittitas County's AFN 201708190016
 - <<>> Previously recorded information from the Cowley Short Plat, as found in Book C of Short Plats, pages 202 through 203, under Kittitas County's AFN 2004010040031
- Note - See Sheet 5 of 7

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1335 E. Hunter Place, Moses Lake, Washington
T:(509)765-1023 F:(509)765-1298
Services in Washington and Idaho

LCU, INC.
Scale 1" = 300'
Drawn by Tml/FCS Sheet 4 of 7
Checked by FCS Prod. No. 18146

INSTRUMENTS USED
Trimble R10 GPS
Receivers
Trimble Closure
Meets Standards Per
WAC 332-130-090

INDEXING DATA
527 118N R18E

PALOMINO FIELDS PLAT - DIVISION II

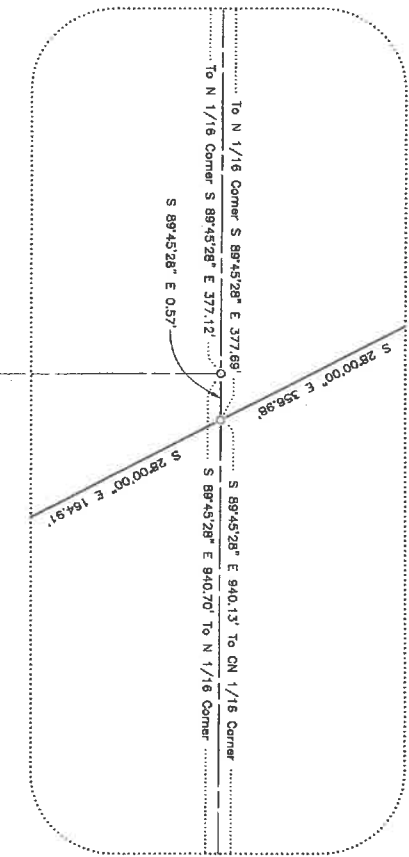
A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

PLAT NOTES

- Existing thirty-foot (30.00') Kittitas County Road Right-of-Way.
- The short plat name is shown on top of the short plat developed by Mr. Leroy J. Preston in November, 1977, to be KITITAS CO. SHORT PLAT NO. 77-12, but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittitas County Auditor's File Number as 418140.
- Tract 1 as described in the property description as listed as being a portion of Tract 1 of the Original Property Description as shown on Sheet 5 of 5.
- Tract 4 as described in the property description as listed as being a portion of Tract 4 of the Original Property Description as shown on Sheet 5 of 5.
- Tract 5 as described in the property description as listed as being a portion of Tract 5 of the Original Property Description as shown on Sheet 5 of 5.
- Found a 5/8-inch iron pin N 17°22'22" E a distance of 0.76' from the calculated position of the property line.
- Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property corner.
- Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 536434.
- Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 35992150012.
- Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 35992150013.
- A thirty - foot (30.00') wide County Road Right-of-way dedicated via this plat.
- County road Right-of-way as detailed on the Record of Survey drawing filed in Book 22 of Surveys, Page 174, Kittitas County Auditor's File No. 19970200014
- Kittitas County Temporary Road Access Easement - to be vacated upon road being extended to Paacan Creek.
- Area platted on the Palomino Fields Plat - Division I, as recorded in Volume 12 of Plats, Pages 201 through 205, under the Kittitas County Auditor's File Number 201708150015.
- Existing forty-foot (40.00') Kittitas County Road Right-of-Way (40.00' each side of centerline).
- Existing 81x-81x - foot (66.00') Town Ditch Right-of-Way Easement (33.00' each side of centerline) as defined on the Record of Survey drawing found under Kittitas County's Auditor's File Number 19970200014.
- A thirty-three - foot (33.00') wide Town Ditch Irrigation Canal Easement (33.00' each side of centerline) dedicated via this plat.
- A variable wide Town Ditch Irrigation Canal Easement (33.00' minimum) as defined on the Record of Survey drawing found under Kittitas County's Auditor's File Number 19970200014.

DETAILED

Scale: 1" = 1'



WATER NOTES

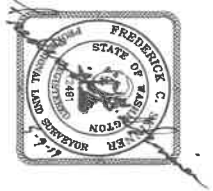
On February 8, 2017 Chicago Title and Elijassburg Water Company were contacted to find any information regarding the location and status of the water line in the vicinity of the plat. The water company was unable to provide any information to assist in the location of the water line. It is the opinion of the surveyor that the water line is located in the vicinity of the plat. The surveyor has marked the location of the water line on the plat. The surveyor has also marked the location of the water line on the plat. The surveyor has also marked the location of the water line on the plat.

NOTICE

This is a Major Plat and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	2893.00'	10°28'41"	445.18'	808.67'	S 30°51'51" E	415.80'
C2	20.00'	50°00'00"	20.54'	11.55'	S 59°00'00" E	20.00'
C3	60.00'	300°00'00"	418.88'	11.55'	S 02°00'00" N	60.00'
C4	20.00'	60°00'00"	20.54'	11.55'	N 02°00'00" E	20.00'
C5	167.04'	90°29'39"	295.41'	189.65'	S 45°14'49" N	265.85'
C6	500.00'	28°00'00"	244.35'	124.65'	S 14°00'00" E	241.92'
C7	157.04'	35°28'59"	97.25'	50.92'	S 17°44'29" W	95.70'
C8	217.04'	45°56'24"	113.64'	91.77'	S 22°55'12" W	115.05'
C9	470.00'	28°00'00"	259.69'	117.18'	S 14°00'00" E	227.41'
C10	530.00'	28°00'00"	289.01'	132.14'	S 14°00'00" E	256.44'
C11	2893.00'	2°50'34"	113.27'	56.65'	S 26°43'27" E	113.25'
C12	2893.00'	3°18'54"	132.08'	66.05'	S 29°48'11" E	132.07'
C13	2893.00'	3°13'32"	188.52'	64.28'	S 33°04'23" E	128.50'
C14	2893.00'	1°03'42"	42.30'	21.15'	S 35°13'00" E	42.30'
C15	2250.00'	10°28'41"	410.16'	205.65'	S 30°51'30" E	409.60'
C16	2217.00'	10°06'53"	391.38'	195.20'	S 30°41'25" E	390.87'
C17	200.00'	<2817.00'>	<10°06'53" >	<391.38' >	<S 30°41'25" E >	<390.87' >
C18	200.00'	29°57'16"	104.56'	53.50'	S 17°37'48" E	103.37'
C19	1000.00'	4°11'43"	73.22'	36.63'	S 30°30'34" E	73.21'
C20	500.00'	12°09'47"	115.80'	58.42'	S 22°19'49" E	115.59'
C21	500.00'	9°03'14"	79.01'	39.59'	S 20°46'33" E	78.93'
C22	867.00'	29°57'16"	121.81'	62.33'	S 17°37'48" E	120.43'
C23	867.00'	4°11'43"	70.81'	35.42'	S 30°30'34" E	70.79'
C24	530.00'	12°09'47"	108.80'	54.60'	N 22°19'49" N	108.59'
		9°03'14"	84.22'	42.20'	S 20°46'33" E	84.14'



WESTERN PACIFIC ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
 1328 1st Avenue, Suite 1025, Federal Way, WA 98003
 T: (206) 765-1025 F: (206) 765-1298
 Services in Washington and Idaho

INSTRUMENT USED
 Trimble R10 GPS
 Traverse Closure
 Wild Standards for
 WMA 322-150-080

INDEXING DATA
 527 T18N R18E

Surveyed by: LHM Scale: 1" = N/A
 Drawn by: Tml/FCS Sheet: 5 of 7
 Checked by: FCS Project No.: 18146

LCU INC.

PALOMINO FIELDS PLAT - DIVISION II

A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

S U R V E Y O R ' S N A R R A T I V E

P R O P E R T Y D E S C R I P T I O N

1. Historically, two different locations of the north quarter corner of Section 27 Township 18 North Range 18 East, W.M. have been used. In 1977 via the short plat recorded under Kittitas Co. Auditor's File Number 418140, a monument was set. Subsequently, the monument was removed possibly due to road reconstruction. In 1991 via the survey recorded under Kittitas Co. Auditor's File Number S59177, a nail and washer monument was set at the north quarter corner of said section. In a monument case filed in the District Court of Kittitas County, the location of these two monuments differ by 28.24 feet.

2. The 3-inch brass cap monument found at the intersection of Reecer Creek Road and Bowers Road was held to establish the north quarter corner of the northwest quarter of said section 27. In doing so, the monument was found to be 28.24 feet from the line had the monument been set. The monument was found to be 28.24 feet from the property immediately on the south side absorbed all the decrease in size. In addition, most performed subsequent to 1991 have raised on this monument see the location of the north quarter corner.

3. However, the 1977 monument location was held for the purposes of locating the following three parcels:
Kittitas Co. Short Plat No. A-22 recorded under AFN 418140
Tract 1 of Statutory Warranty Deed recorded under AFN 201410180051
Tract 2 of Statutory Warranty Deed recorded under AFN 201410180051

4. The west quarter corner of Section 27 recorded on said Auditor's File Number 418140 was calculated. However, on an adjacent survey to west, a 1-1/4 inch iron pipe was found and accepted as said west quarter corner. During this survey a quarter corner iron pipe was found and accepted as said west quarter corner.

5. The county road right of way for Reecer Creek Road has been defined differently by various plats along Reecer Creek Road. After contacting Kittitas County and doing independent research, it was found that the correct location of said right of way is that shown on the plat recorded under AFN 201410180051. Therefore with no other evidence, for this survey, the centerline of the county road known as Reecer Creek was defined in the northeast quarter of the northwest quarter of said Section 27 as coincident with the east boundary of the northwest quarter of said section. The said centerline matches that of said Auditor's File Number 418140.

TRACT 1:
The location of the Northwest Quarter of the Northwest Quarter lying East of the center line of the channel of Reecer Creek located in October 3, 1967, in Section 27, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

TRACT 2:
The Northeast Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, EXCEPT that portion thereof lying East of the center line of the channel of Reecer Creek as located on October 3, 1967.

TRACT 3:
Parcel F, G, H and K of that certain Survey as recorded February 20, 1997, in Book 22 of Surveys, pages 174 and 175, under Auditor's file No. 199702200014, records of Kittitas County, Washington, EXCEPTING any portion of said Parcel F and G, lying within the COMBOT SHORT PLAT, Kittitas County Short Plat No. 200410040031, recorded under Auditor's File No. 200410040031, records of Kittitas County, State of Washington.

NOTICE
This is a Major Plat and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

LINE	BEARING	DISTANCE
L1	S 89.30 21. E	116.84
L2	S 09.18 41. E	139.02
L3	S 89.30 21. E	131.05
L4	S 00.29 39. W	16.28
L5	S 89.30 21. E	16.28
L6	S 02.19 39. E	312.80
L7	S 95.29 29. E	142.84
L8	S 95.18 10. E	146.79
L9	S 95.18 10. W	146.79
L10	S 95.44 51. E	146.15
L11	S 95.44 51. E	49.87
L12	S 95.30 10. E	49.86
L13	N 78.12 28. E	10.33
L14	N 19.20 58. E	28.07
L15	N 56.40 51. W	150.02
L16	N 10.21 53. E	156.08
L17	N 26.13 14. E	90.11
L18	N 53.25 38. E	89.88
L19	N 53.25 38. E	89.90
L20	N 44.26 10. E	13.34
L21	N 44.26 13. E	813.34



WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. (509)765-1023 F:(509)765-1298
Services in Washington and Idaho

ICM INC.
Scale 1" = N/A
Drawn by rml/FCS
Checked by FCS
Project No. 18146

INSTRUMENT USED
Tribble R10 GPS
Receiver
Troyeva Closure
Method of WAC 322-130-090

INDEXING DATA
S27 T18N R18E



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS
I HEREBY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I approve this plat.
Dated this 13th Day of February A.D., 2020.
M. R. ...
Kittitas County Engineer

HEALTH DEPARTMENT
I HEREBY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I find that the sewage and water system herein shown does meet and comply with all requirements of the County Health Dept.
Dated this 13th Day of February A.D., 2020.
M. R. ...
Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.
I HEREBY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I find that it conforms to the zoning and other applicable provisions of the Kittitas County Planning Commission.
Dated this 13th Day of February A.D., 2020.
M. R. ...
Kittitas County Planning Official

CERTIFICATE OF TREASURER
I HEREBY CERTIFY that the taxes and assessments levied for the year 2019 and for the year 2020 which the plat is now to be filed. Parcel No. 980975 and 980976. Dated this 13th Day of February A.D., 2020.
M. R. ...
Kittitas County Treasurer

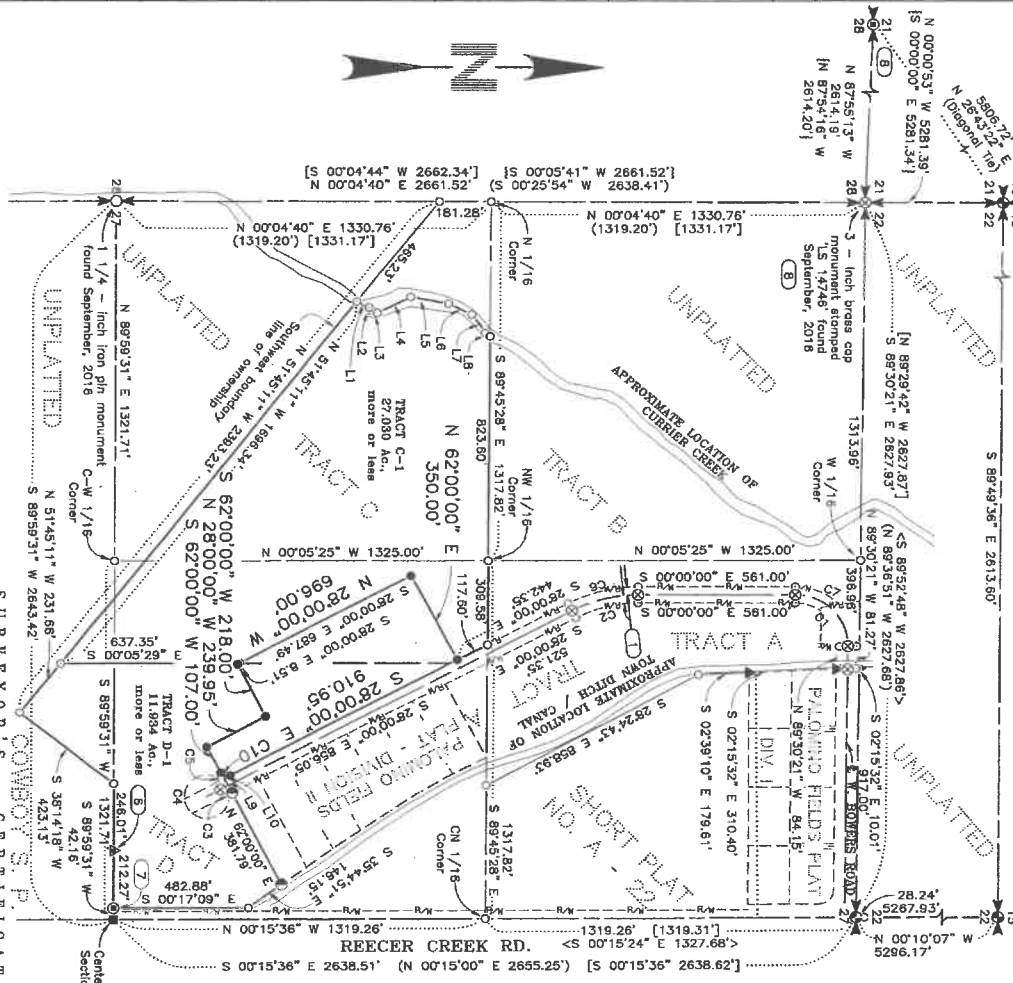
CERTIFICATE OF ASSESSOR
I HEREBY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I find the property to be in an acceptable condition for platting. Parcel No. 980975 and 980976.
Dated this 11th Day of February A.D., 2020.
M. R. ...
Kittitas County Assessor

BOARD OF COUNTY COMMISSIONERS
EXAMINED AND APPROVED this 13th day of February A.D., 2020.
M. R. ...
Chairperson

ATTY GENERAL
Dated this 13th day of February A.D., 2020.
M. R. ...
Clerk of the Board

PALOMINO FIELDS PLAT - DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT - DIVISION II
A PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

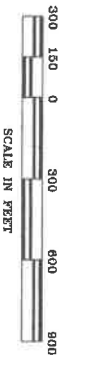


NOTICE
This is a Major Plat subdivision Survey and as such is not intended to show, nor does it purport to show, oil easements and encumbrances.
This survey was prepared for the exclusive use of the Palomino Fields Plat - Division V. The person, persons, or entity named in the plat does not extend to any unnamed person without an expressed reification by the Surveyor naming said person.

BASIS OF BEARINGS
The bearing for the east boundary line of the Palomino Fields Plat - Division V, is based on the North-south bearing of South 07°15'36" East and the same line as shown on the Plat, U.S.G.A. property survey found under Kittitas County's Auditor File No. 19970220014.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 25°30'07" E	45.87
L2	N 78°12'25" E	10.33
L3	N 19°20'55" E	28.07
L4	N 85°40'51" W	130.02
L5	N 10°21'53" E	135.09
L6	N 28°13'14" E	80.11
L7	N 53°25'35" E	89.89
L8	N 46°26'10" E	13.94
L9	S 28°00'00" E	24.10
L10	N 52°00'00" E	80.00



AUDITOR'S CERTIFICATE
Filed for record this 27th day of February A.D., 2020, at 1:21 PM, in Book 13 of Plats at Page(s) 88 under Auditor's File Number 202002250022, at the request of Western Pacific Engineering & Survey, Inc.

SURVEYOR'S CERTIFICATE
I hereby certify that the Palomino Fields Plat - Division V is based on an actual survey and subdivision of Section 27, Township 18 North, Range 18 East, W.M.; that the distances and courses and angles are shown thereon correctly; that the monuments have been set; and lot and block corners staked on the ground.

Sheryl V. Platt
County Auditor
Dated this 13th day of February A.D., 2020.
Debra ...
County Auditor

Frederick C. Skinner
Frederick C. Skinner, P.E., P.L.S.
WESTERN PACIFIC ENGINEERING
1328 Hunter Place
Moses Lake, Washington 98837

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T(509)765-1023 F(509)765-1298
Services in Washington and Idaho
LCU, INC.
Surveyed by LHM Scale 1" = 300'
Drawn by Tm/ FCS Sheet 1 of 18146
Checked by FCS Project No. 18146



17/189

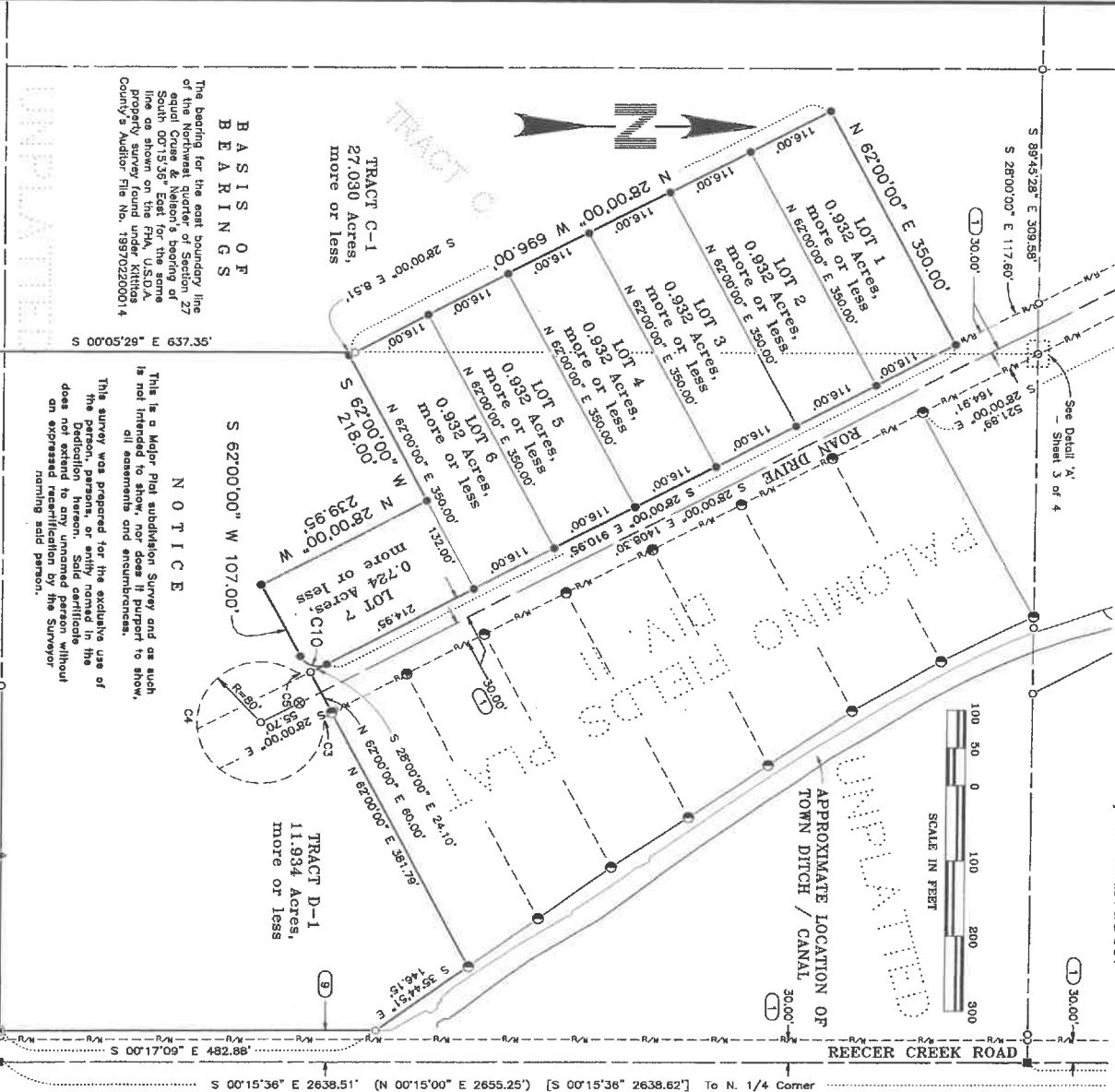
File -- Project Desc: 3:\18146\18146.DW 5\18146.MPS.ppt (Plotted - Jan 27, 2020)

PALOMINO FIELDS PLAT - DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT - DIVISION II

A PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.

KITTITAS COUNTY, WASHINGTON

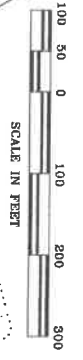


BASIS OF BEARINGS

The bearing for the east boundary line of the Northwest quarter of Section 27 equal Crane & Nelson's bearing of South 00°15'35" East for the same line as shown on the FMA, U.S.D.A. Property survey found under Kittitas County's Auditor File No. 189702200014

NOTICE

This is a higher Plat subdivision Survey and as such is not intended to show any all easements and encumbrances. This survey was prepared for the exclusive use of the person, persons, or entity named in the Dedication hereon. Said certificate does not constitute any representation for the Surveyor naming said person.



- LEGEND**
- 5/8 - inch iron pin with surveyor's cap marked "LS 12491" monument set July, 2019
 - 3 - inch brass cap monument found September, 2016
 - 5/8 - inch aluminum surveyor's cap monument stamped Kittitas County found September, 2016
 - ⊗ 2 - inch brass cap monument stamped "LS 12491" ground in a 2-inch pipe set in a monument case, found July, 2016
 - ▲ 5/8 - inch iron pin with surveyor's cap stamped "12491" monument found September 2016
 - △ 5/8 - inch iron pin with surveyor's cap stamped "18092" monument found September 2016
 - ⊖ 5/8 - inch iron pin with no surveyor's cap monument found September 2016
 - 1 - inch iron pin with no surveyor's cap monument found September 2016
 - ◇ 5/8 - inch iron pin with surveyor's cap stamped "12491" property corner monument found July 2019
 - Railroad spike monument found September 2016
 - ◆ 5/8 - inch iron pin with surveyor's cap marked "LS 49275" monument set July 11, 2017
 - ▲ 5/8 - inch iron pin with surveyor's cap marked "LS 12491" monument found February, 2016
 - Calculated point only
 - - no monument found or set
 - () Previously recorded information from Preston Short Plat, Short Plat A-22, and shown on drawing as Kittitas Co. Short Plat No. 77-12, as found under Kittitas County's AFN 418140
 - [] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 189702200014
 - << Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 189702200014
 - >> Previously recorded information from Stikely Worthy Deed found under Kittitas County's AFN 4167566
- Note - See Sheet 3 of 4

WESTERN PACIFIC ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Mesa Lake, Washington
1-(509)765-1023 F:(509)765-1288
Services in Washington and Idaho

ICU, INC.
Scale 1" = 100'
Sheet 2 of 4
Printed No. 18146

INSTRUMENT USED

- Trimble R10 GPS Receiver
- Trevaux Cleare
- Meiss Standards Par WAC 332-130-090

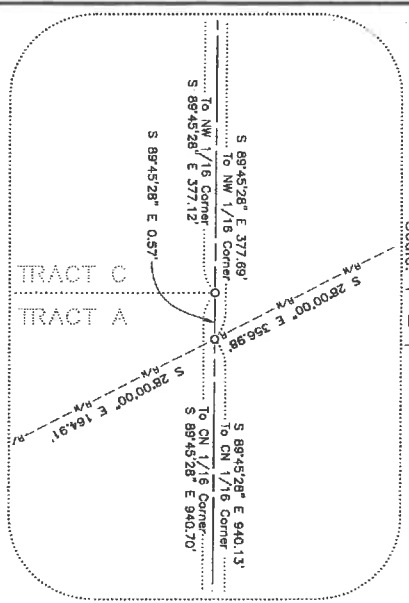
INDEXING DATA

S27 118N R18E

PALOMINO FIELDS PLAT - DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT - DIVISION II
A PORTION OF THE S 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

DETAIL 'A'
Scale: 1" = 1'



ORIGINAL PROPERTY DESCRIPTION

Tract C and Tract D of the Palomino Fields Plat - Division II as recorded in Book 19 of Plats, Pages 23 through 29, as recorded under the Kittitas County Auditor's File Number 201905210014.

GENERAL NOTES

1. As Per RCW 17.10.140, landowners are responsible for the controlling and preventing the spread of noxious weeds. Accordingly, the Kittitas County Noxious Weed Board recommends immediate reseeding of areas disturbed development to preclude the proliferation of noxious weeds.
2. Construction of access improvements will require obtaining an access permit from the Department of Public Works. All access improvements shall be completed in accordance with current Kittitas County Road standards prior to issuance of a building occupancy permit for any proposed lots.
3. An assessment of ten feet in width is reserved along all parcel lot lines. The ten foot assessment shall abut the exterior plat boundaries and shall be divided five feet each side of the interior lot lines. Said assessment shall be for public utilities, gas, irrigation, and cable television.
4. Subdivision Guarantee No. 72185-46940372, as provided by Chicago Title Insurance Company, through the Washington Subdivision Guarantee has been reviewed, those with a plattable location have been shown on face of plat.

WATER NOTES

On February 8, 2017 Chicago Title and Ellensburg Water Company were contacted to find any information regarding the location and ownership of the "Town Ditch". At that time both entities were unable to provide any information. The Ellensburg Water Company provided the following information: "The ditch for said ditch but we do not have any documentation to prove this or even define said ditch other than the surveyed location shown on this survey."

NOTICE

This is a Major Ditch Subdivider Survey and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

This survey was prepared for the exclusive use of the person, persons, or entity named in the plat and is not to be construed as a warranty or does not purport to show. Said certificate does not purport to show, but is intended to show, without an expressed recertification by the Surveyor naming said person.

PLAT NOTES

1. Existing, thirty-foot (30.00') Kittitas County Road Right-of-Way.
2. Not used.
3. Not used.
4. Not used.
5. Not used.
6. Found a 5/8-inch iron pin N 17°22'22" E a distance of 0.76' from the calculated position of the property corner.
7. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property line.
8. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 536434.
9. County road right-of-way as detailed on the Record of Survey drawing filed in Book 22 of Surveys, Page 174, Kittitas County Auditor's File No. 19970220014.

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	157.04'	90°28'39"	248.03'	158.40'	S 43°14'49" W	223.04'
C2	470.00'	90°00'00"	228.68'	117.13'	S 14°00'00" E	227.41'
C3	80.00'	60°00'00"	80.94'	41.55'	S 58°00'00" E	50.00'
C4	80.00'	300°00'00"	418.86'	11.55'	N 02°00'00" W	80.00'
C5	80.00'	90°00'00"	20.94'	11.55'	N 02°00'00" E	20.00'
C6	590.00'	90°00'00"	259.01'	132.14'	S 14°00'00" E	256.44'
C7	217.04'	90°28'39"	342.79'	218.92'	S 45°14'49" W	309.26'
C8	187.04'	90°28'39"	285.41'	198.65'	S 45°14'49" W	285.65'
C9	500.00'	28°00'00"	244.35'	124.65'	S 14°00'00" E	241.92'
C10	25.00'	90°00'00"	39.27'	25.00'	S 17°00'00" W	35.36'

CURVE TABLE



WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
Tel: (509)765-1023 Fax: (509)765-1298
Services in Washington and Idaho

LCU, INC.

Surveyed by LMH Scale 1" = N/A
Drawn by TM/ RCS Sheet 3 of 4
Checked by RCS Project No. 18146

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers	527 118N R18E
Traverse Closure	
Mach Stencils Per WAC 332-130-090	

When recorded return to:
Cle Elum Pines West, LLC
Cle Elum Pines East, LLC
Box 808
Cle Elum, WA 98922

03/29/2016 03:02:19 PM

201603290030

\$75.00

Page: 1 of 3

Covenants AMT
Kittitas County Auditor



COURTESY RECORDING ONLY ...
NO LIABILITY FOR VALIDITY
AND / OR ACCURACY ASSUMED BY
AMERITITLE

AMT 75-

**DOCUMENT TITLE: DECLARATION PALOMINO FIELDS DRAINFIELD
RESTRICTIVE COVENANT**

**GRANTOR: CLE ELUM PINES EAST, LLC a Washington Corporation and CLE
ELUM PINES WEST, LLC a Washington Corporation (hereinafter referred to as
the "Grantors")**

**GRANTEE: PALOMINO FIELDS HOME OWNERS ASSOCIATION, Inc. a
Washington Corporation (hereinafter referred to as the "Grantee")**

**LEGAL DESCRIPTION: A portion of northwest quarter Section. 27, Township 18,
Range 18 East and A portion of northeast quarter of the southwest quarter
Section. 27, Township 18, Range 18 East as further described on Exhibit A
attached hereto.**

DECLARATION PALOMINO FIELDS DRAINFIELD RESTRICTIVE COVENANT

**WHEREAS the Palomino Fields plat is served by multiple community drain fields;
and**

**WHEREAS the Palomino Fields community drain fields are located on and
between various parcels through out the Palomino Fields plat; and**

**WHEREAS the Palomino Fields plat community drain fields will benefit from
protective restrictive covenants; and**

**NOW THEREFORE, the grantor agrees that said grantor, his/her (their) heirs,
successors and assigns will not construct or maintain or suffer to be constructed
or maintained within the community drain field area: any structures, roads,
driveways, or trails for vehicular traffic; and shall not excavate or compact natural
soil within this area; and shall not plant or maintain, or suffer to be planted or
maintained, any trees or shrubs over said septic systems drain fields.**

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

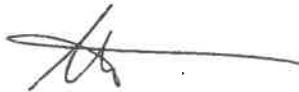
DATED: March 28, 2016

CLE ELUM PINES EAST, LLC



PATRICK D. DENEEN, Manager

CLE ELUM PINES WEST, LLC

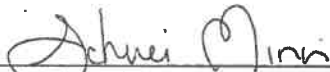


PATRICK D. DENEEN, Manager

State of Washington
County of Kittitas;

I certify that I know or have satisfactory evidence that Patrick D. Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the Manager of CLE ELUM PINES WEST, LLC and the Manager of CLE ELUM PINES EAST, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 28, 2016



Signature, Notary Public in and
for the State of Washington

Printed name: Schirree Mino
My Appointment Expires: 9-9-17

AND

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; EXCEPTING THEREFROM:

A TRACT OF LAND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 15° WEST, 1,321.5 FEET; THENCE NORTH 89°35' WEST, 500 FEET; THENCE NORTH 27°47' WEST, 838 FEET; THENCE NORTH 2°2' WEST, 879 FEET; THENCE NORTH 59°50' EAST, 79.8 FEET; THENCE EAST 853.76 FEET; THENCE SOUTH 334.09 FEET TO THE POINT OF COMMENCEMENT.

THE RIGHT OF WAY OF THE CANAL OF THE ELLENSBURG WATER COMPANY (TOWN DITCH).

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; EXCEPT THAT PORTION LYING EAST OF THE CENTER LINE OF THE CHANNEL OF REECER CREEK AS LOCATED ON OCTOBER 3, 1967.

AND

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTH AND WEST OF THE CENTER LINE OF THE CHANNEL OF REECER CREEK AS LOCATED ON OCTOBER 3, 1967, AND NORTH AND EAST OF THE NORTHEASTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

PARCEL 3:

PARCELS F, G, H AND K OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997, IN BOOK 22 OF SURVEYS, PAGES 174 AND 175, UNDER AUDITOR'S FILE NO. 199702200014, RECORDS OF KITTITAS COUNTY, WASHINGTON; EXCEPTING ANY PORTION OF SAID PARCELS F AND G, LYING WITHIN THE COWBOY SHORT PLAT, KITTITAS COUNTY SHORT PLAT NO. 04-04, AS RECORDED OCTOBER 4, 2004, IN BOOK 6 OF SHORT PLATS, PAGES 202 AND 203, UNDER AUDITOR'S FILE NO. 200410040031, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

TRACT 1:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER OF QUARTER SECTION AND RUNNING THENCE SOUTH 0°15' WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION 377.5 FEET; THENCE WEST 904.7 FEET; THENCE NORTH 2°02' WEST 377.5 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION; AND THENCE SOUTH 89°39' EAST ALONG SAID NORTH BOUNDARY LINE 917.0 FEET TO THE POINT OF BEGINNING.

TRACT 2:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°15'00" WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION A DISTANCE OF 377.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°15'00" WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION A DISTANCE OF 34.40 FEET; THENCE NORTH 89°24'55" WEST A DISTANCE OF 903.64 FEET; THENCE NORTH 02°11'00" WEST A DISTANCE OF 25.19 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 904.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AS REECER CREEK ROAD, AND EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE ELLENSBURG WATER COMPANY CANAL.

<p style="text-align: center;">TREASURER'S USE ONLY</p> <p>REVIEWED BY: <u>[Signature]</u> DEPUTY, KITTITAS COUNTY TREASURER DATE: <u>8-5-08</u> STANDS BEFORE ME: <u>SFA</u> REPRESENTING: <u>DR HZ/TA</u> STATING THAT NO CONSIDERATION IS BEING PAID.</p>	<p style="text-align: center;">RECORDER'S USE ONLY</p> <p>08/05/2008 09:32:36 AM 200808050001 \$59.00 Page 1 of 12 Contract CITY EBURG Kittitas County Auditor</p> <p style="text-align: center;">[Barcode]</p>
--	---

Return To:
Shawnté Anderson
12931 NE 126th pl
Kimland, WA 98034

AUDITORS NOTE Portions of this document poor quality for imaging

Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

- A. Document Titles (or transactions contained therein):**
1 Contract for Reimbursement for Water/Sewer facilities
2 _____
- B. Grantor (last name, first name, middle initial):**
1 SSH1, LLC
2 _____
Additional grantors on page _____ of document.
- C. Grantee (last name, first name, middle initial):**
1 City of Ellensburg
2 _____
Additional grantees on page _____ of document.
- D. Legal description (lot, block, plat or section, township, range):**
A portion of the West half of the NE 1/4, Sec. 27, Twn. 18N,
Additional legal description on page _____ of document. Range 18E
- E. Assessor's property tax parcel/account number(s):**

- F. Reference numbers of documents assigned or released:**

Additional references on page _____ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.



Contract for Reimbursement Under Water and Sewer Facilities Act
(RCW 35.91) For Sewer and Water Facilities

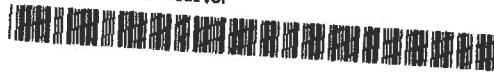
This AGREEMENT, made this 17 day of July, 2008, between SSHI, LLC dba D. R. Horton and the City of Ellensburg, situated in Kittitas County, Washington, the parties respectively referred to herein as "Owner" and "City"

WITNESSETH:

RECITALS

- 1.) The City owns and operates a sewer and water system within and adjacent to its limits.
- 2.) The Owner has constructed under this agreement with the city, pursuant to the requirements to serve water & sewer to the Black Horse Project (south property line). Certain extensions to said system more particularly shown in Figures 1, 2 and 3 attached hereto and incorporated herein by this reference, which additions are capable of serving the Owner's Plat, and other adjacent areas. The improvement involves water and sewer line to be installed in Reecer Creek Road and Bender Road Right of Ways to serve the Black Horse Project. This agreement is for the value of a City standard 8" utility main.
- 3.) The extensions to said system shown on Figures 1, 2 and 3 are located within the area served by the City and will be accepted by the City for maintenance and operation.
- 4.) The cost of construction of the extensions shown in Figures 1, 2 and 3 are shown on attached Exhibits:

Exhibit A: Sewer Main Extension South of John Wayne Trail	
Located on Reecer Creek Road	\$ 111,777.60
Sewer Extension – North of John Wayne Trail	\$ 149,319.90
Exhibit B: Water Main Extension – Reecer Creek Road	\$ 35,504.50
Water Main Extension – Bender Road	\$ 471,035.10
Exhibit C: Water and Sewer System – Oversizing	\$ 40,919.80



- 5.) The parties further acknowledge that \$35,275.00 of the cost of the improvement for the water main and \$5,644.80 for the sewer main represents the cost of oversizing of the utilities which benefits the entire City water system and were installed for the purpose of servicing future water and sewer system customers, and for which the City will pay to the developer under separate agreement.

- 6.) The parties agree that the area benefited by said extensions amounts to 2558 front feet along Reecer Creek Road for sewer and 3893 front feet along Bender Road and 200 along Reecer Creek Road for water of which one half, along property frontage and 100% offsite is directly attributable to the owner. The remaining benefited property (future service area) resulting in a fair pro rata share of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby who tap or connect to said system. The new extensions shall be reimbursed on a front footage and or square footage basis. The reimbursement for the watermain on Reecer Creek Road shall be a per front foot charge of \$88.76 and \$60.50 for Bender Road to the properties indicated on Figure 2. The reimbursement for the sewer main on Reecer Creek Road shall be a per foot charge of \$51.04 South of the John Wayne Trail and \$56.76 North of the John Wayne Trail to the properties indicated on Figure 1 and Figure 3.

- 7.) The City and the Owner desire to and intend by this agreement to provide for collection of the fair pro rata share of the cost of construction of said extension from the owner(s) of the benefited properties shown on Figures 1, 2 and 3 who did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, Chapter 35.91 RCW, provided that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions shown on Figure 1 & Figure 2 shall become a part under the terms of this contract, pursuant to provisions of any Resolution, or policy now or hereafter in effect. The imposition by the City of any such requirements shall not be deemed an impairment of this contract though it may be imposed in such manner as to refuse service to an Owner of the benefited property to secure compliance with such requirements of the city.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth it is agreed by and between the parties hereto as follows:

- a.) All of the recitals set forth above are adopted by the parties as material terms of this agreement.

- b.) Owner shall transfer title free and clear of all encumbrances, to the extension shown in Figures 1, 2 and 3 by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the



City, which instrument shall contain Owners warranty that is has good title and the right to convey said extensions, and that it will warrant and defend the City against any claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after date of acceptance by the City, and that it warrants said extension to be fit for the use for which it is intended.

- c.) Owner further warrants that it is the owner in title absolute of the extensions shown in Figures 1, 2 and 3, that it has neither permitted nor suffered any person or other entity to tap onto said extension prior to the date of this agreement; that the sum of \$60.50 & \$88.76 (for water) and \$51.04 & \$56.76 (for sewer) per lineal front foot is a fair pro rata charge to be assessed against the owner(s) of each parcel within the benefited premises (future service area), as shown on Figures 1, 2 and 3 who subsequently tap onto or connect to said facility, and to further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions per provisions of Title 60 RCW. In the event any lien or other claim against said extensions is asserted after conveyance to the City, which lien or claim arose on or prior to such conveyance, then the Owner shall defend and save harmless the City from loss on account thereof, and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this agreement.
- d.) In consideration of the conveyance of the extensions shown in Figures 1, 2 and 3 the City agrees to accept said extension for maintenance as a part of its facility, after inspection and testing by the City. The City further agrees to collect from the owners of the realty benefited by said line who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair pro rata share of the cost of such construction based upon the sum of \$60.50 & 88.76 (for water) and \$51.04 & \$56.76 (for sewer) per lineal front foot; unit charges shall be conclusively presumed to be a fair pro rata charge against the benefited parcel(s). In addition to the amounts agreed to be collected by the City in this paragraph, the City shall charge in addition to its usual and ordinary charges made against persons applying for service from said facility a sum equal to fifteen percent of the amount agreed in this paragraph by the City to be collected for Owner from person tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping and accounting pursuant to the terms of this agreement.
- e.) The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt by the City at the address of the Owner as set forth hereinafter or at such other address as the Owner shall provide by Certified mail. If said payments are returned to the City unclaimed by the Owner or if the City is




unable to locate the owner, after six (6) months, the City shall retain all sums then received and all future sums collected under this agreement.

- f.) In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by the operation of law, the City shall pay any benefits accruing hereunder, after notice, to the successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this contract, or other parties which the City believes to be necessary or proper and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.
- g.) The City agrees not to allow any Owner or user of any benefited property as described in Figures 1, 2 and 3 (future service area) to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair pro rata charge hereinabove set forth.
- h.) The City shall be entitled to rely with acquittance on the provisions of this contract with respect to the fairness of the pro rata charge herein provided, and upon the description of the benefited properties set forth in Figure 1 and Figure 2 and Figure 3 (future service area).

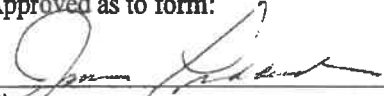


i.) This agreement shall become operative upon its being recorded with the Auditor of the County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen years after the date of such recording, or until the owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier, provided, that in the event the additions shown on Figures 1, 2 and 3 or any portions thereof shall, during the term of this agreement, be rendered useless by the redesign or reconstruction in the absolute judgment of the City Engineer, then the City 's obligation to collect for the Owner of the tapping charges provided pursuant to this agreement shall cease.

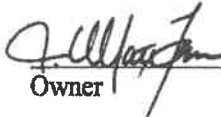
IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals the day and year first above written.



City Manager

Approved as to form: 

City Attorney

 Division President
Owner

Owner's address: 12931 NE 126th Pl
Kirkland, WA 98034



**BLACK HORSE DEVELOPER'S REIMBURSEMENT AGREEMENT
EXHIBIT A**

Reecer Creek Road
8" PVC Sewer Main

Description	Quantity	Unit Cost	Total
8" PVC	2558 LF	\$ 33.50	\$ 85,693.00
Manholes	11 EA	3,650.00	40,150.00
Connect to Existing	1 EA	1,860.00	1,860.00
Trench Dam	8 EA	295.00	2,360.00
Cleanouts	2 EA	974.00	1,948.00
Grade for Asphalt	2200 SY	31.00	68,200.00
Saw Cutting	2540 LF	1.70	4,318.00
Class B Asphalt	2160 SY	9.65	20,844.00
Base Course	785 TN	13.40	10,519.00
Top Course	365 TN	15.30	5,584.50
Fog Line	2300 LF	0.27	621.00
Engineering	1 LS	19,000.00	19,000.00
Total			\$ 261,097.50

Cost distributed equally for east and west sides of main. Therefore 50% of sewer: $\$ 261,097.50 / 2 = \$ 130,548.75 / 2558 \text{ LF} = \$ 51.04$ per Frontage Foot

REECER CREEK ROAD NORTH OF JOHN WAYNE TRAIL (See Figure 3)

Easement cost distributed from north of John Wayne Trail to Bowers: Therefore cost of easement $\$ 50,000.00 / 4370 \text{ LF} / 2 = \$ 5.72$ per Frontage Footage north of the John Wayne Trail.



**BLACK HORSE DEVELOPER'S REIMBURSEMENT AGREEMENT
 EXHIBIT B**

Bender Road

8" DIP Water Main (note priced is for 8" equivalent)

Description	Quantity	Unit Cost	Total
8" DIP	3893 LF	\$ 50.10	\$ 195,039.30
6" DIP	10 LF	66.00	660.00
6" Gate Valve	1 EA	1,010.00	1,010.00
8" Gate Valve	6 EA	1,280.00	7,680.00
12" Butterfly Valves	13 EA	1,280.00	16,640.00
Connect to Existing	1 EA	3,480.00	3,480.00
12" Caps	1 EA	299.00	299.00
8" Caps	4 EA	299.00	1,196.00
6" Caps	1 EA	271.00	271.00
Temp. Blow Off	1 EA	2,610.00	2,610.00
Air Vac	2 EA	2,740.00	5,480.00
Grading	6260 SY	12.58	78,750.80
Saw Cut	9000 LF	1.70	15,300.00
Asphalt	6260 SY	9.65	60,409.00
Top Course	1000 TN	15.30	15,300.00
Base Course	2200 TN	13.40	29,480.00
Striping	4500 LF	0.54	2,430.00
Engineering	1 LS	35,000.00	35,000.00
Total			\$ 471,035.10

Cost distributed equally for east and west sides of main. Therefore 50% of water: $\$ 471,035.10 / 2 = \$ 235,517.55 / 3893 \text{ LF} = \$ 60.50 / \text{Frontage Foot}$

Reecer Creek Road

8" DIP Water Main

Description	Quantity	Unit Cost	Total
8" DIP	200 LF	\$ 86.00	\$ 17,200.00
8" Gate Valve	2 EA	1,320.00	2,640.00
8" Caps	3 EA	352.00	1,056.00
Temp Blow off	2 EA	1,370.00	2,740.00
Saw Cut	60 LF	1.70	102.00
Asphalt	40 SY	9.65	386.00
Top Course	15 TN	15.30	229.50
Base Course	15 TN	13.40	201.00
Overlay	600 SY	8.25	4,950.00
Engineering	1 LS	6,000.00	6,000.00
Total			\$ 35,504.50

Cost distributed equally for east and west sides of main. Therefore 50% of water: $\$ 35,504.50 / 2 = \$ 17,752.25 / 200 \text{ LF} = \$ 88.76 / \text{Frontage Foot}$


Black Horse Development - EXHIBIT C

 Reecer Creek and Bender Road
 8" to 10" Sewer Main

Description	Quantity	Unit Cost	Total Cost
Sewer Main Cost Increase	1568 LF	3.60	\$ 5,644.80
Total			\$ 5,644.80

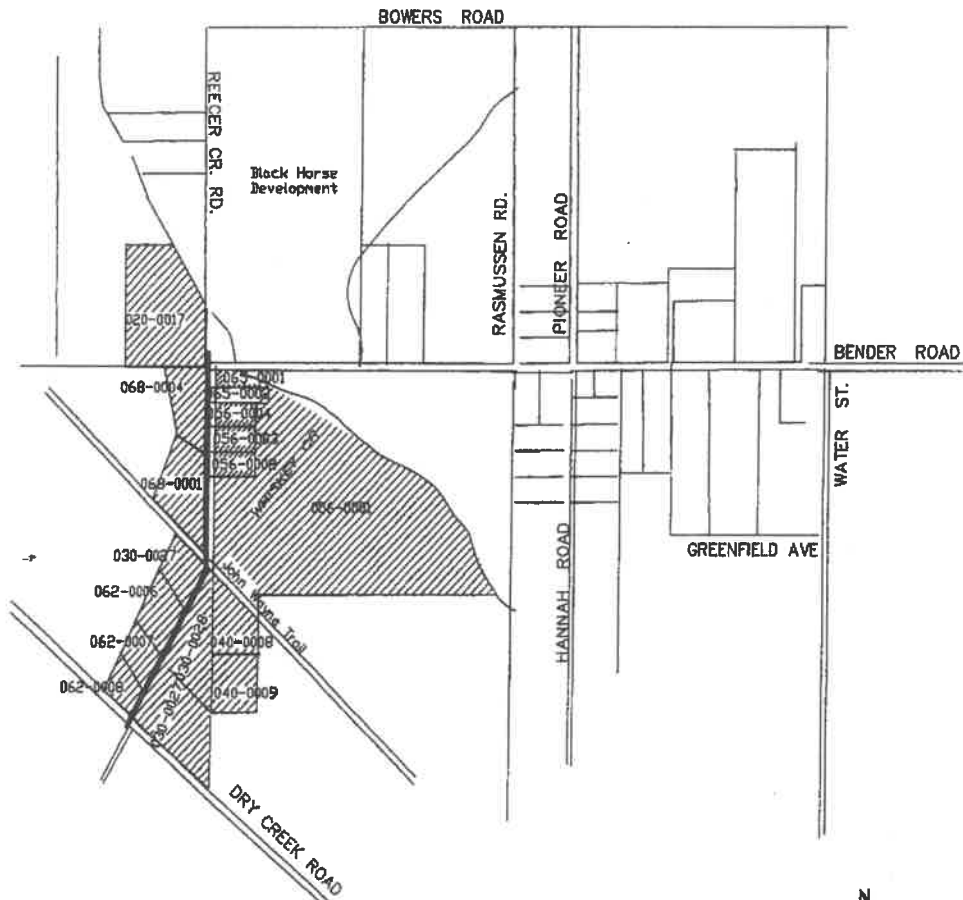
 Reecer Creek and Bender Road
 8" to 12" Water Main

Description	Quantity	Unit Cost	
Water Main Cost Increase	4930 LF	5.50	\$ 27,115.00
Water Valve Increase Cost	17 EA	480.00	\$ 8,160.00
Subtotal			\$ 35,275.00
Total			\$ 35,275.00

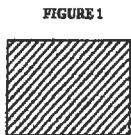


FIGURE 1
BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA FOR
SEWER SYSTEM

PARCEL SUBJECT TO PER FOOT FEE UPON
COMPLETION TO THE SEWER LINE
Agreement Ends



Reimbursement Area @



\$51.04 per Frontage Foot Reecer Creek
Add \$ 5.72 per Frontage Foot North of JW Trail
Plus Administration Costs





FIGURE 2

**BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA FOR
WATER SYSTEM**

**PARCEL SUBJECT TO PER FOOT FEE UPON
COMPLETION TO THE WATER LINE
Agreement Ends**

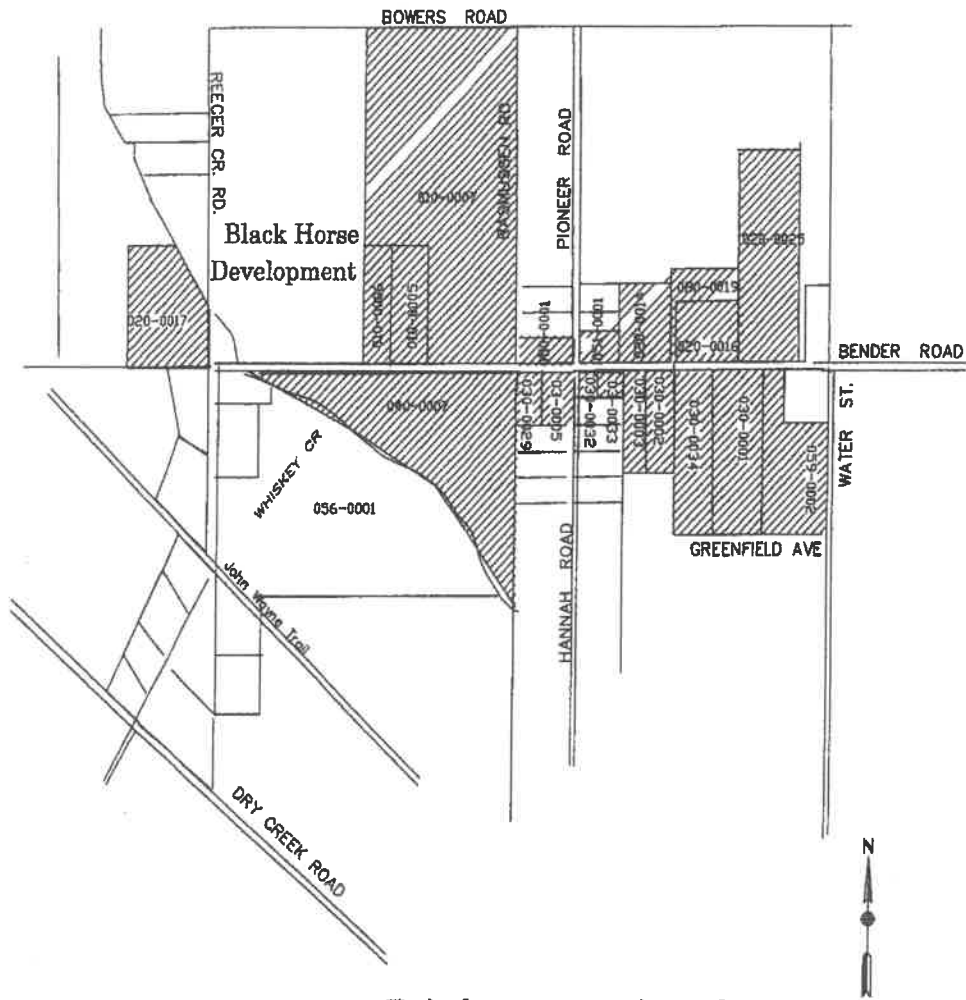


FIGURE 2



Reimbursement Area @
\$ 60.50 per Frontage Foot Bender Road
\$ 88.76 per Frontage Foot Reecer Creek
Plus Administraton Costs



FIGURE 3

BLACK HORSE DEVELOPMENT REIMBURSEMENT AREA SUBJECT TO JOHN WAYNE EASEMENT COST

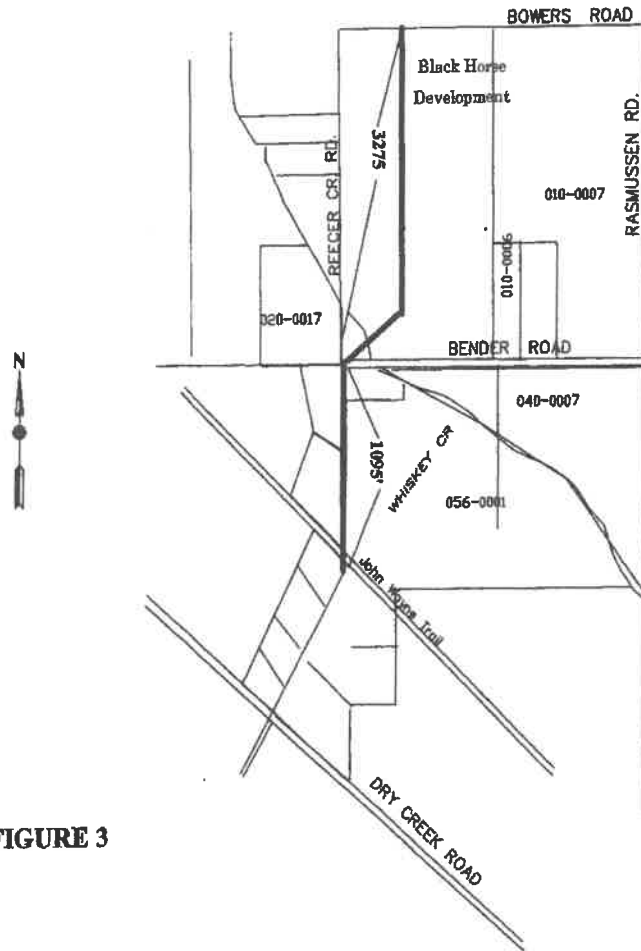


FIGURE 3

Reimbursement Area Easement Cost
Permit \$50,000.00 / 4370' / 2 = \$5.72 per foot

6-104

200410040031
6/202



APPROVALS

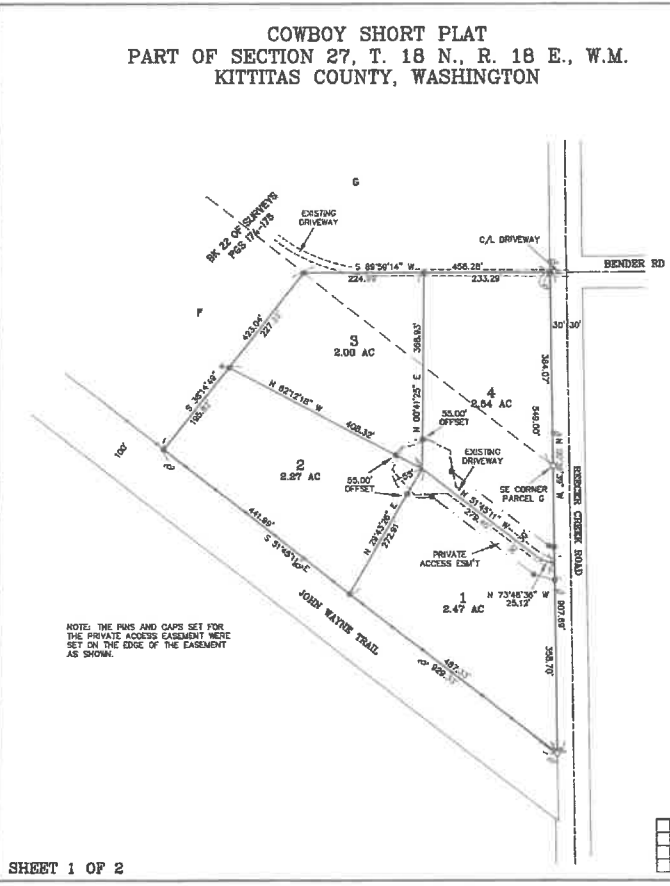
KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS
 EXAMINED AND APPROVED THE 11TH DAY OF
 August, A.D. 2004
[Signature]
 DISTRICT DEPARTMENT OF PUBLIC WORKS

KITITAS COUNTY HEALTH DEPARTMENT
 PRELIMINARY INSPECTION REVEALED SOIL CONDITIONS
 MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY
 MEANS OF SEWAGE DISPOSAL FOR HOME BUT NOT
 NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT
 PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED
 TO HAVE INQUIRIES AT THE COUNTY HEALTH
 DEPARTMENT ABOUT FEASIBILITY OF SEPTIC TANK
 PERMITS FOR LOTS.
 DATED THIS 18TH DAY OF August, A.D. 2004
[Signature]
 COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR
 I HEREBY CERTIFY THAT THE COUNTY SHORT PLAT
 HAS BEEN EXAMINED BY ME AND FIND THAT IT
 CONFORMS TO THE COMPREHENSIVE PLAN OF THE
 KITITAS COUNTY PLANNING COMMISSION.
 DATED THIS 24TH DAY OF August, A.D. 2004
[Signature]
 COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITITAS COUNTY TREASURER
 I HEREBY CERTIFY THAT THE TAXES AND AMENDMENTS
 ARE PAID FOR THE PRECEDING YEARS AND FOR THIS
 YEAR IN WHICH THE PLAT IS NOW TO BE FILED.
 PARCEL NO. 188-00000-0000 : ✓
 DATED THIS 18TH DAY OF August, A.D. 2004
[Signature]
 KITITAS COUNTY TREASURER

NAME AND ADDRESS - ORIGINAL TRACT OWNERS
 NAME: GREAT ROUND-UP COWBOY CHURCH
 ADDRESS: P.O. BOX 878
 ELLENBURG, WA 99018
 PHONE: (509) 833-8300
 EXISTING ZONE: SUBURBAN
 SOURCE OF WATER: INDIVIDUAL WELLS
 SEWER SYSTEM: SEPTIC TANKS
 WIDTH AND TYPE OF ACCESS: PRIVATE ACCESS EASEMENT
 NO. OF SHORT PLATTED LOTS: FOUR (4)
 SCALE: 1" = 100'
 SUBMITTED ON: _____
 AUTOMATIC APPROVAL DATE: _____
 RETURNED FOR CAUSE ON: _____



NOTE: THE PINS AND CAPS SET FOR
 THE PRIVATE ACCESS EASEMENT WERE
 SET ON THE EDGE OF THE EASEMENT
 AS SHOWN.

SHEET 1 OF 2

RECEIVING NO. 200410040031
 SP-04-04
 (IN FEET)
 1 inch = 200 ft.

LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - "CRUISE 18078"
- FOUND PIN & CAP
- FENCE
- EASEMENT
- POWER POLE

ORIGINAL PARCEL DESCRIPTION
 THAT PORTION OF PARCELS F AND G OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997, IN BOOK 25 OF SURVEYS, PAGES 174 AND 175, UNDER ADJUTANT'S FILE NO. 1887020004, RECORDS OF KITITAS COUNTY, STATE OF WASHINGTON, WHICH LIES SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL G, THENCE NORTH 00°36'39" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL G, 364.07 FEET TO THE TRUE POINT OF BEGINNING FOR SAID DESCRIBED LINE, THENCE SOUTH 89°51'14" WEST, 456.26 FEET, THENCE SOUTH 38°14'48" WEST, 423.04 FEET, MORE OR LESS, TO THE SOUTHWESTERN BOUNDARY OF SAID PARCEL F AND THE END OF SAID DESCRIBED LINE.
 BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

AUDITOR'S CERTIFICATE
 Filed for record this 9TH day of October, 2004, at 12:13 P.M., in Book G of Short Plats of page(s) 263, at the request of Cruse & Associates, KITITAS COUNTY, WASHINGTON.
 DAVID B. BOHANNON
 KITITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act at the request of THE GREAT ROUND-UP COWBOY CHURCH in FEBRUARY of 2004.
[Signature]
 CHARLES A. CRUISE, JR.
 Professional Land Surveyor
 License No. 19078
 8-11-04

CRUISE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 E. Fourth St. P.O. Box 969
 Ellensburg, WA 99008 (509) 862-6242

COWBOY SHORT PLAT



6-103

200410040031

6/203

COWBOY SHORT PLAT
PART OF SECTION 27, T. 18 N., R. 18 E., W.M.
KITITAS COUNTY, WASHINGTON

RECORDING NO. 200410040031
SP-04-04

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT THE GREAT ROUND-UP COWBOY CHURCH, A WASHINGTON NON-PROFIT CORPORATION, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 4th DAY OF October, A.D., 2004.
THE GREAT ROUND-UP COWBOY CHURCH

[Signature]
TITLE
[Signature] Corp. Sec.
TITLE

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITITAS }

THIS IS TO CERTIFY THAT ON THIS 4th DAY OF October, A.D., 2004, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED *[Signature]* AND *[Signature]* TO ME KNOWN TO BE THE A WASHINGTON NON-PROFIT CORPORATION, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT *[Address]*
MY COMMISSION EXPIRES: *[Date]*



NOTES:

1. THIS SURVEY WAS PERFORMED USING A NIKON DTM-521 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER ADJUSTMENT.
2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.
3. PER ROW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY THE KITITAS COUNTY WEEDS NEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
4. FOR SECTION SUBDIVISION, SECTION AND QUARTER SECTION CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 22 OF SURVEYS, PAGES 174-175 AND THE SURVEYS REFERENCED THEREON.
5. BY KITITAS COUNTY ORDINANCE, ONLY SPRINKLER OR DRIP IRRIGATION IS ALLOWED FOR LOTS 3 ACRES OR LESS IN SIZE.
6. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
7. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT OF WAY.
8. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITITAS COUNTY ROAD STANDARDS.
9. ACCORDING TO WACS 12.50.30 MAILBOXES SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3.
10. KITITAS COUNTY RELIES ON ITS RECORD THAT A SUPPLY OF POTABLE WATER EXISTS. THE APPROVAL OF THIS DIVISION OF LAND INCLUDES NO GUARANTEE OR ASSURANCE THAT THERE IS A LEGAL RIGHT TO WITHDRAW GROUNDWATER WITHIN THE LAND DIVISION.
11. ACCESS TO LOTS 1, 2, 3 AND 4 WILL BE LIMITED TO THE ACCESS SOUTH OF LOT 4, NORTH OF LOT 1. IF IMPROVEMENTS ARE MADE TO THE EXISTING DRIVEWAY (RUNNING ALONG THE NORTH PROPERTY LINES OF LOTS 3 AND 4), THE EXISTING DRIVEWAY SHALL BE REALIGNED TO MEET THE ALIGNMENT OF THE RECORDER CREEK/BONDER INTERSECTION.
12. AN 18" WATER LINE FOR IRRIGATION FRANCHISE (UNRECORDED) EXISTS WITHIN THE RIGHT OF WAY OF RECORDER CREEK ROAD ADJACENT TO LOTS 1 AND 4 OF THIS SHORT PLAT.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT ROGER S. HEAD AND SUSAN E. HEAD, THE UNDERSIGNED BENEFICIARIES OF DEEDS OF TRUST FOR THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 1st DAY OF Oct, A.D., 2004.

[Signature]
ROGER S. HEAD
[Signature]
SUSAN E. HEAD

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF *[AKIMA]* }

THIS IS TO CERTIFY THAT ON THIS 1st DAY OF Oct, A.D., 2004, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ROGER S. HEAD AND SUSAN E. HEAD, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT *[Address]*
MY COMMISSION EXPIRES: *[Date]*



AUDITOR'S CERTIFICATE

Filed for record this 4th day of October, 2004, at 1:23 P.M. in Book 0 of Short Plat at page(s) 203 of *[Book & Associates]*.
DAVID S. BOWEN
KITITAS CO. CLERK



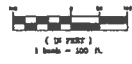
CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 660
Ellensburg, WA 98928 (609) 982-8848
COWBOY SHORT PLAT

8-11-04

PART OF THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.

1997A150001

GRAPHIC SCALE



LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - CORNER 1907
- FOUND PIN & CAP
- - - FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON CTS-3C TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED WALK TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR CORNER DOCUMENTATION AND BASIS OF REBARING, SEE BOOK 12 OF SURVEYS, PAGE 103, RECORDS OF KITITAS COUNTY, WASHINGTON. CORNERS SHOWN HEREON VISITED 10/97.
4. THIS SURVEY IS A BOUNDARY LINE ADJUSTMENT.
5. PARCEL A-1 IS TO FACILITATE A BOUNDARY AGREEMENT.

AUDITOR'S CERTIFICATE

Filed for record this 15th day of OCTOBER, 1997, at ELLIS, WA, in Book 23 of Surveys at page(s) 2 at the request of Cruse & Nelson.

BEVERLY M. ALLENBAUGH BY: Prill, deputy
KITITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

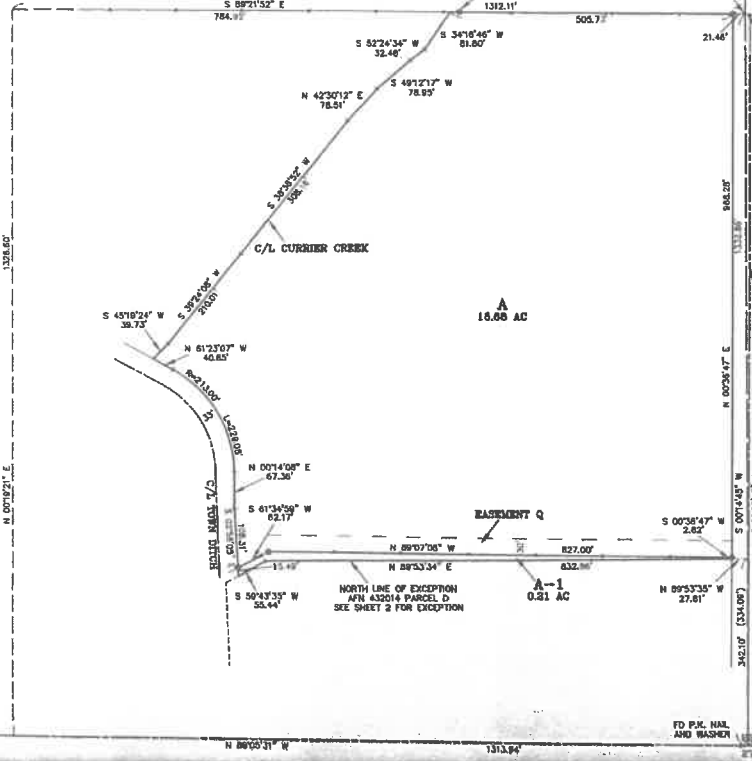
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of CRUSE & NELSON in OCTOBER of 1997.

Charles A. Cruse
CHARLES A. CRUSE, JR.
Professional Land Surveyor
License No. 19078



OCTOBER 1, 1997
DATE

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98920 (509) 925-4747
SPURLING PROPERTY



S-14-5
23/4-5
199710150001

PART OF THE WEST HALF OF SECTION 27,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.

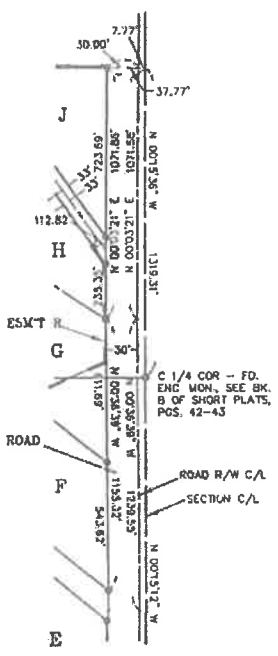
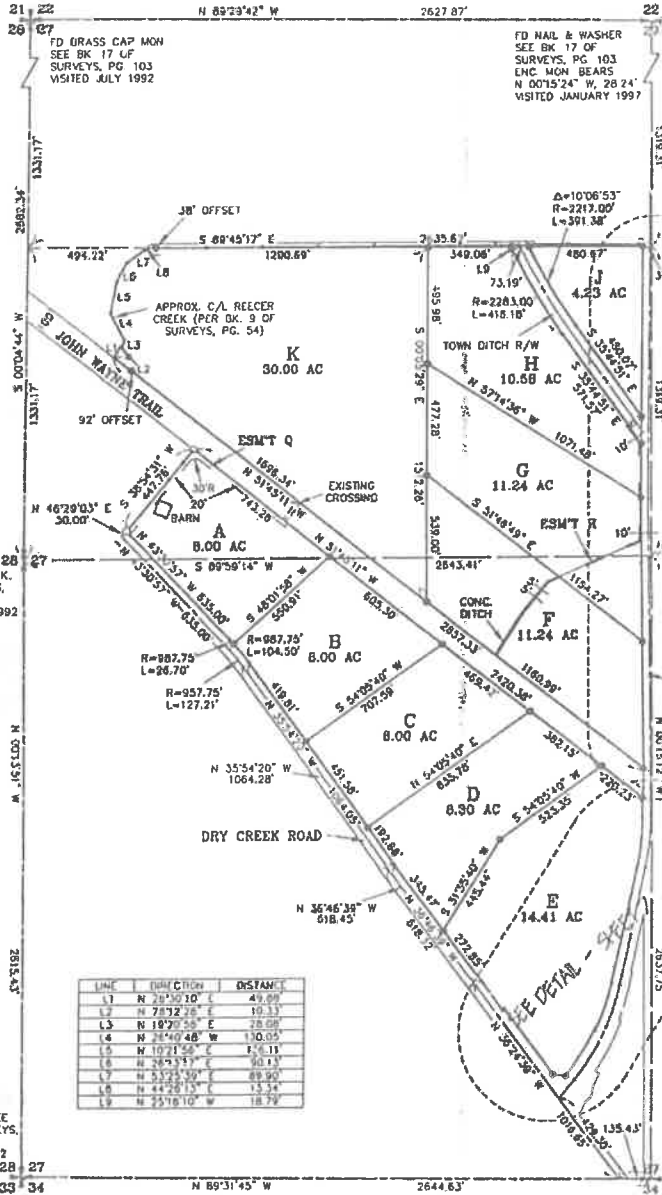
19970220.dwg

GRAPHIC SCALE



LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - NELSON 18092
- FOUND PIN & CAP
- ◉— FOUND ENCASED MONUMENT
- — — FENCE



DETAIL - NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 21°55'10" E	49.09'
L2	N 73°12'28" E	18.13'
L3	N 19°27'58" E	28.08'
L4	N 8°40'48" W	110.05'
L5	N 10°21'52" E	110.11'
L6	N 26°34'51" E	60.13'
L7	N 53°24'30" E	89.99'
L8	N 44°28'15" E	13.34'
L9	N 25°18'10" W	18.79'

SHEET 1 OF 2

AUDITOR'S CERTIFICATE
Filed for record this 20th day of FEBRUARY, 1997, at Y.Y.O. P.M. in Book 22 of Surveys at page(s) 177 at the request of Cruse & Nelson
BEVERLY M. ALLENBAUGH, Auditor
NITELAS COUNTY AUDITOR

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 ROBERT LARSEN in DECEMBER of 1996
[Signature]
DAVID P. NELSON
Professional Land Surveyor
FEBRUARY 20, 1997
DATE
License No 18092



CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 925-4747
FARMERS HOME ADMINISTRATION,
U.S.D.A PROPERTY

PART OF THE WEST HALF OF SECTION 27,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.

19970220017



NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-3C TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY
3. THE LOCATIONS SHOWN HEREON FOR THE DRY CREEK ROAD AND THE JOHN WAYNE TRAIL (FORMERLY C.M.S.L.P. & P RAILROAD) RIGHTS OF WAY ARE BASED ON THE SURVEY FILED IN BOOK 9 OF SURVEYS, PAGE 54.
4. THE LOCATION SHOWN HEREON FOR THE TOWN DITCH RIGHT OF WAY IS BASED ON THE PHYSICAL CENTERLINE THEREOF.
5. THE LOCATION SHOWN HEREON FOR THE REEGER CREEK ROAD RIGHT OF WAY IS BASED ON PLANS AND DATA ON FILE WITH THE KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS
6. THE NORTH LINE OF THE SUBJECT PARCEL SHOWN ON BOOK 9 OF SURVEYS, PAGE 54, WAS BASED ON A DIFFERENT LOCATION FOR THE NORTHWEST CORNER OF SECTION 27 AND A SINGLE PROPORTIONED WEST 1/4 CORNER RATHER THAN THE MONUMENTS SHOWN HEREON.
7. BASIS OF BEARINGS: THE BEARING OF N 00°15'24" W FROM THE RR SPIKE AT THE SOUTH 1/4 CORNER TO AN ENCASED MONUMENT 28'3" NORTHERLY OF THE NAIL AND WASHER SHOWN HEREON FOR THE NORTH 1/4, IS THE SAUC AS THAT SHOWN FOR THE SAME LINE ON BOOK 9 OF SURVEYS, PAGE 54.
8. THE PARCELS AS SHOWN WERE CREATED UNDER CHAP. 16.04.020(1), 16.04.020(2) AND 16.04.020(5) OF THE KITITAS COUNTY SUBDIVISION ORDINANCE.

LEGAL DESCRIPTIONS

ORIGINAL PARCELS - PIN OF AFN 451158

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL B

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL C

PARCEL C OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON

PARCEL D

PARCEL D OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON

PARCEL E

PARCEL E OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL F

PARCEL F OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL G

PARCEL G OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL H

PARCEL H OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL J

PARCEL J OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

PARCEL K

PARCEL K OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

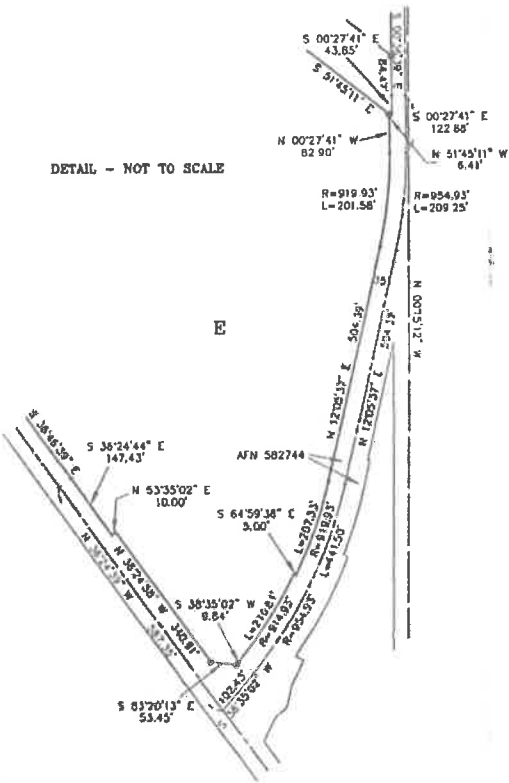
EASEMENT Q

EASEMENT Q AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING ACROSS A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON; AFFECTING PARCEL A OF SAID SURVEY.

EASEMENT R

EASEMENT R AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-176 UNDER AUDITOR'S FILE NO. 19970220 RECORDS OF KITITAS COUNTY, WASHINGTON; BEING ACROSS A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON; AFFECTING PARCELS F, G AND H OF SAID SURVEY.

DETAIL - NOT TO SCALE



SHEET 2 OF 2

AUDITOR'S CERTIFICATE

Filed for record this 20TH day of FEBRUARY, 1997, of 1997 E.M. in Book 22 of Surveys of page(s) 174 at the request of Cruse & Nelson

BEVERLY M. ALDENBACH
KITITAS COUNTY AUDITOR

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 of the request of ROBERT HINKEL in DECEMBER of 1996.

DAVID P. NELSON
Professional Land Surveyor

FEBRUARY 20, 1997
DATE
License No. 12822

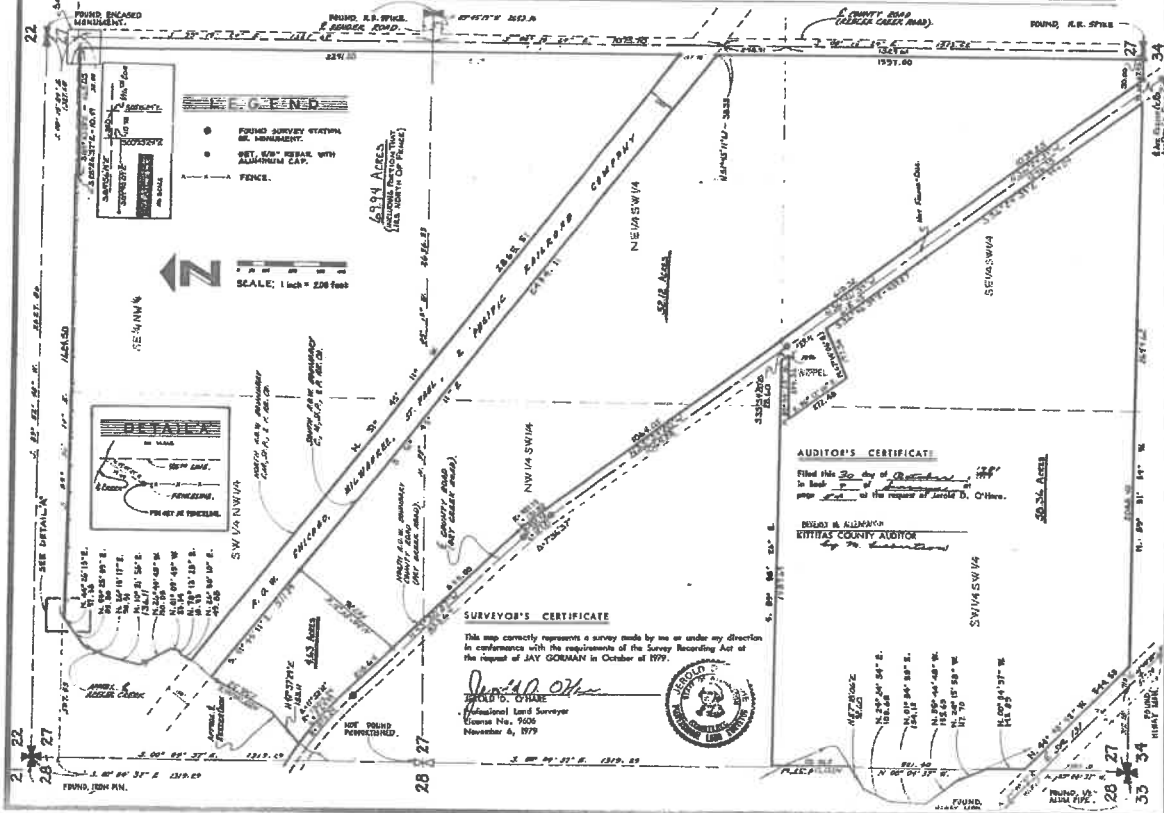


CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 859
Ellensburg, WA 98926 (509) 925-4747
FARMERS HOME ADMINISTRATION,
U.S.D.A PROPERTY

156775

SECTIONS 27 & 28, TOWNSHIP 18N, RANGE 18E, W.M.

KITITAS COUNTY, WASHINGTON



LEGEND

- FOUND SURVEY STATION OR MONUMENT.
- SEE 20' REBAR WITH ALUMINUM CAP.
- FENCE.

SCALE: 1 inch = 200 feet

DETAIL A

SEE DETAIL 'A'

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in compliance with the requirements of the Survey Recording Act of the State of WASHINGTON in October of 1979.

David D. O'Hare
 David D. O'Hare
 Professional Land Surveyor
 License No. 926
 November 6, 1979

AUDITOR'S CERTIFICATE

Filed this 20th day of October 1979
 to book 2 of
 page 2 of the report of David D. O'Hare.

ROBERT W. ALLEN
 KITAS COUNTY AUDITOR

119 pg 54

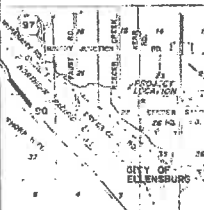
119 pg 54

PLANNING 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 Mr. LeRoy J. Preston in August 1977.

Frederick C. Stinner
 Frederick C. Stinner, P.E. & L.S.
 1410 North 1st Street, Suite 101
 Ellensburg, Washington 98926

VICINITY MAP
 SCALE 3/4" = 1 MILE



KITITAS CO. SHORT PLAT NO. 77-12

A PORTION SECTION 27, TWP. 10 N., RANGE 10 E., W.M.

ORIGINAL TRACT
 ASSESSOR'S PARCEL NO(S)

NOTICE:

IT IS ILLEGAL TO FURTHER DIVIDE SHORT PLATTED LOTS NO. 4 DESCRIBED BELOW FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF RECORDING OF THIS MAP WITH THE COUNTY AUDITOR.

FUTURE PERMITS:

THE APPROVAL OF THIS SHORT PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.

RECEIVING NO. 414100

PLANNING DEPT.
 THIS SHORT PLAT COMPLIES WITH ALL MINIMUM REQUIREMENTS AND OF STANDARDS OF THE KITITAS COUNTY SUBDIVISION ORDINANCE. ALL PERMITS REQUIRED OF THIS SHORT PLAT MUST BE OBTAINED WITHIN THE FOLLOWING DATE:

Bob Schuman
 PLANNING DIRECTOR 11-15-77
 DATE

HEALTH DEPT.
 PRELIMINARY INSPECTION INDICATES THAT CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR LOTS NOT REQUIRING ALL BUILDING PERMITS. THIS SHORT PLAT PROPOSED PLACEMENTS OF LOTS ARE USED TO MAKE SURE AT THE COUNTY HEALTH DEPT. AT THE INSTANCE OF SEPTIC TANK PERMITS FOR SPECIFIC LOTS.

ENVIRONMENTAL HEALTH DEPT. DATE

COUNTY ENGINEER
 ADEQUATE PROVISION HAS BEEN MADE FOR ROADS SERVING ALL PROPERTIES IN THIS SUBDIVISION. ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED OR COMPLETION IS GUARANTEED BY A SURETY BOND ON FILE IN THIS OFFICE.

COUNTY TREASURER
 I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

Bob Schuman
 COUNTY ENGINEER 11-15-77
 DATE

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 11th DAY OF 1977 AT THE REQUEST OF:
 LeRoy J. Preston
 AUDITOR'S FEE NO. A-22 11/14/77
 DEPUTY COUNTY AUDITOR

NAME & ADDRESS - ORIGINAL TRACT OWNER
 LEROY J. PRESTON
 RT. 4, BOX 81, ELLensburg, PHONO 362-2813
 EXISTING ZONING - AGRICULTURE
 SOURCE OF WATER - WELL
 SEWAGE SYSTEM - SEPTIC TANK & BRAINFIELD IRRIGATOR SYSTEM - CASCADE DITCH
 WIDTH & TYPE OF ACCESS - 12' SIDEWALK
 COUNTY ROAD (REFER TO DEED ROAD)
 NO. OF SHORT PLATTED LOTS - 4
 SUBMITTED ON: RECEIPT
 RETURN FOR CAUSE ON: RECEIPT
 APPROVAL DATE:

NOTICE: THIS AREA IS AN AGRICULTURAL AREA AND NOISE, DUST AND ODORS ARE TO BE EXPECTED.

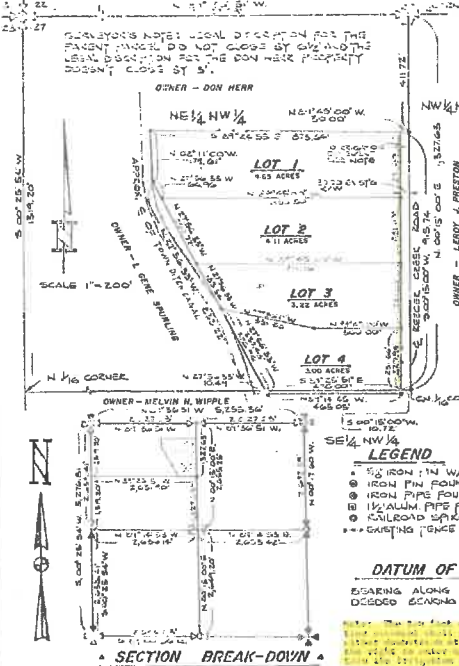
LEGAL DESCRIPTION

This portion of the Northwest Quarter of the Section 27, Township 10 North, Range 10 East, W.M., County of Kittitas, State of Washington, is defined as follows:
 A tract of land bounded by a line beginning at the Northeast corner of the Northwest quarter of said section; thence South 0°15'00" West along the East boundary line of said quarter a distance of 111.77 feet; thence North 27°55'00" West a distance of 30.00 feet to the westerly right-of-way boundary line for the county road known as Beecher Creek, said point being the True Point of Beginning; thence South 0°15'00" West along the West boundary line of said county road a distance of 915.74 feet to the South boundary line of the Northwest quarter of said section; thence South 0°15'00" West along the westerly boundary line of said county road a distance of 10.72 feet; thence North 89°16'45" West a distance of 465.09 feet; thence North 27°56'33" West a distance of 10.49 feet to the southerly boundary line of the Northwest quarter of said section; thence North 27°56'33" West a distance of 139.22 feet; thence North 02°11'00" West a distance of 179.61 feet; thence South 89°26'55" East a distance of 873.64 feet to the True Point of Beginning.
 EXCEPTING THEREFROM the right-of-way of the Ellensburg Water Company Canal, containing 14.98 acres, more or less.

KNOW ALL MEN BY THESE PRESENTS: That LeRoy J. Preston and Gretchen C. Preston, husband and wife, and John J. O'Neill and Edna O'Neill, husband and wife, the undersigned owners in fee simple of the herein described real property, do hereby declare, subdivide and plat as herein described. IN WITNESS WHEREOF, we have hereunto set our hands and seal this 28th day of August, 1977.

LeRoy J. Preston
 LeRoy J. Preston
John J. O'Neill
 John J. O'Neill
Gretchen C. Preston
 Gretchen C. Preston
Edna O'Neill
 Edna O'Neill

STATE OF WASHINGTON } This is to certify that on this 28th day of August, 1977, before me the undersigned a notary public personally appeared LeRoy J. Preston and Gretchen C. Preston, and John J. O'Neill and Edna O'Neill, to me known to be the persons who executed the foregoing dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official Notary Public in and for the seal this 28th day of August, 1977, at the State of Washington, residing at Ellensburg.



- LEGEND
- 1/2" IRON IN W/CAP SET
 - IRON PIN FOUND
 - IRON PIPE FOUND
 - ALUMINUM PIPE FOUND
 - KILNBRICK SPARE FOUND
 - BEARING RANGE LINE

DATUM OF BEARINGS
 BEARINGS ALONG N-S 1/4 LINE EQUALS DECEDED BEARINGS OF S. 00°15' W.

SECTION BREAK-DOWN

191827
 10077