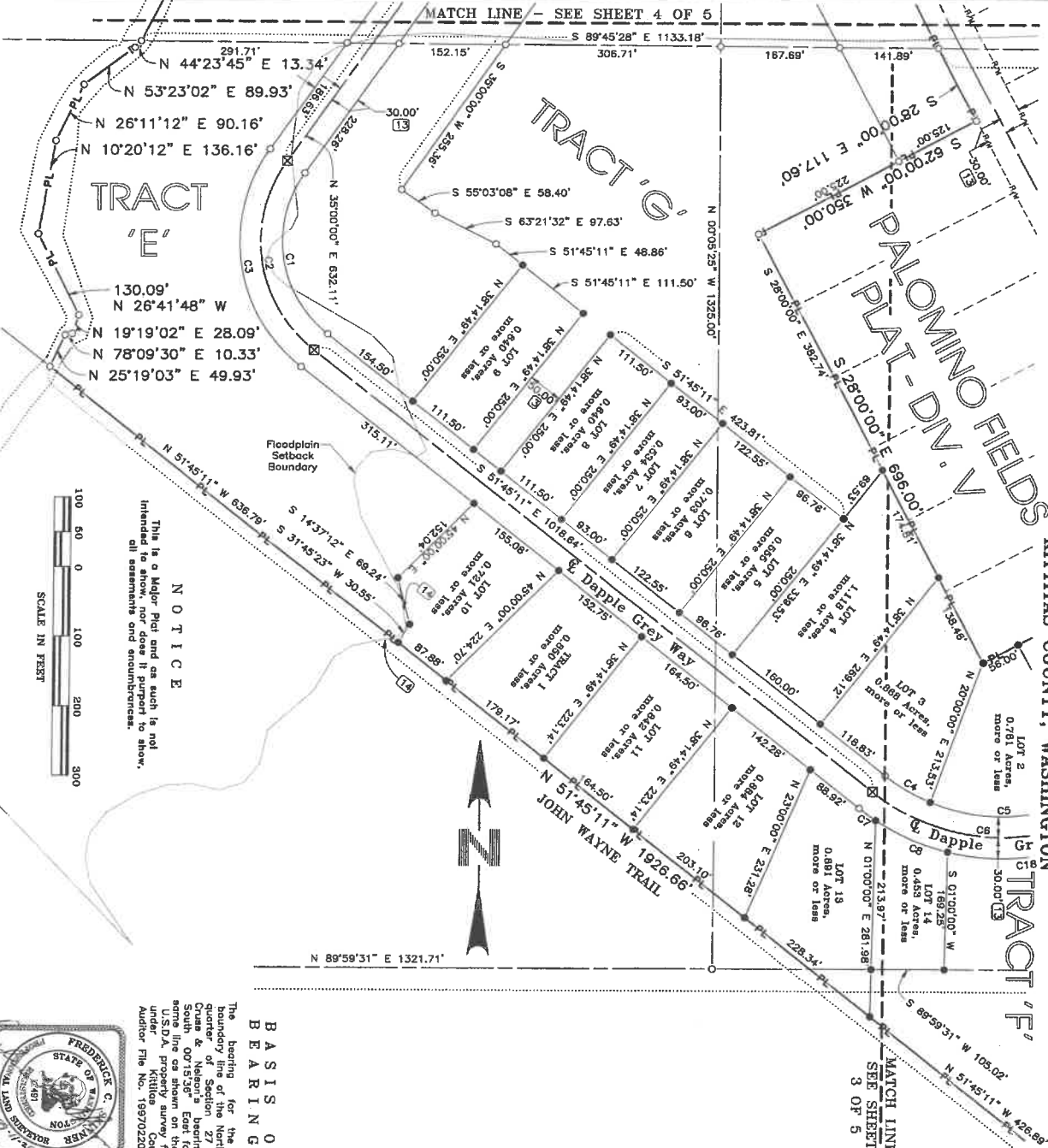


PALOMINO FIELDS PLAT - DIVISION IV

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

Receiving No.
LP - #-#-####

181827



NOTICE

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

SCALE IN FEET

100 50 0 100 200 300



BASIS OF BEARINGS

The bearing for the East boundary line of the Northwest quarter of Section 27 equal Traverse Closure Meade Standards for WAC 532-150-090 under U.S.D.A. Primary Survey Kititas Auditor File No. 199702200014

- LEGEND**
- 5/8 - inch iron pin with surveyor's cap marked 'LS 12491' monument set 2020
 - 3 - inch brass cap monument found September, 2016
 - ▲ 5/8 - inch aluminum surveyor's cap monument stamped Kititas County found September, 2016
 - 2 - inch brass cap monument stamped 'LS 12491' found in a 2-inch pipe set in a monument case 2020
 - △ 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 '18082' 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
 - 5/8 - inch iron pin with surveyor's cap marked 'LS 12491' monument found 2020
 - Calculated point only
 - no monument found or set
 - () Previously recorded information from Preston Short Plat, Short Plat A-22, and shown on drawing as Kititas Co. Short Plat No. 77-12', as found under Kititas County's AFN 418140
 - [] Previously recorded information from Record of Survey drawing as found under Kititas County's AFN 199702200014
 - <> Previously recorded information from Record of Survey drawing as found under Kititas County's AFN 199702200014
 - [] Previously recorded information from Palomino Fields Plat - Div. II drawing as found under Kititas County's AFN 201905210014
 - > < Previously recorded information from Statutory Warranty Deed found under Kititas County's AFN 416766
 - Ⓧ Note - See PLAT NOTES - Sheet 5 of 5

WESTERN PACIFIC
ENGINEERING & SURVEY

A TERESA DEVELOPMENT SERVICES CORPORATION
1326 E. Hillway Pl., P.O. Box 1298
Tulsa, Oklahoma 74116
T(909)765-1025 F(909)765-1298
Services in Washington and Idaho

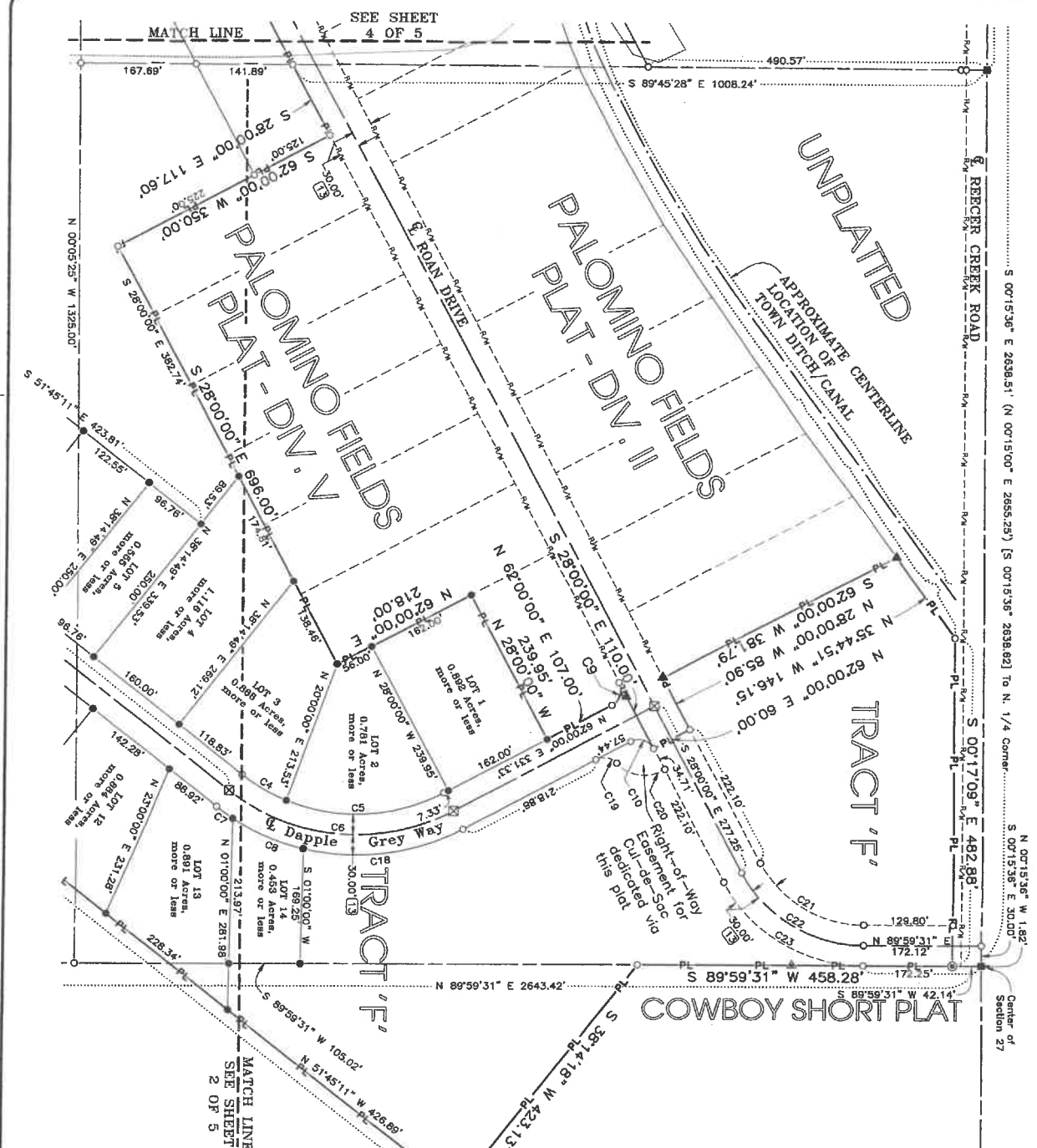
LCU INC.

Surveyed by: LMH Scale 1" = 100'
Drawn by: Tm/FCS Sheet 2 of 6
Checked by: FCS Project No. 18146

PALOMINO FIELDS PLAT - DIVISION IV

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT - DIVISION IV
A PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 16 EAST, W.M.
KITITAS COUNTY, WASHINGTON

Receiving No.
LP - #-#-#-#-#



WESTERN PACIFIC
ENGINEERING & SURVEY

A TRESA DEVELOPMENT SERVICES CORPORATION
1328 E. Hudson Street, P.O. Box 1000
Tulsa, Oklahoma 74103
Tel: (918) 755-1025 Fax: (918) 755-1288
Services in Washington and Idaho

ICU, INC.

Surveyed by LHM Scale 1" = 100'
Drawn by Tml/FCS Sheet 3 of 6
Checked by FCS Project No. 18146

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS	
Troyer Receivers	
Traverse Closures	
Meade Standards Per WAC 352-30-080	527 T18N R18E

SCALE IN FEET

NOTICE

This is a Major Plat and as such is not intended to be a report to show, all easements and encumbrances.

BASIS OF BEARINGS

The bearing for the East boundary line of the Northwest quarter of Section 27, equal to the bearing for the East boundary line of the same line as shown on the P.M. U.S.D. property survey found under Kititas County's Auditor File No. 189702200014

PALOMINO FIELDS PLAT - DIVISION IV

A REPEAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT - DIVISION IV
A PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

Receiving No.
LP - ##-####

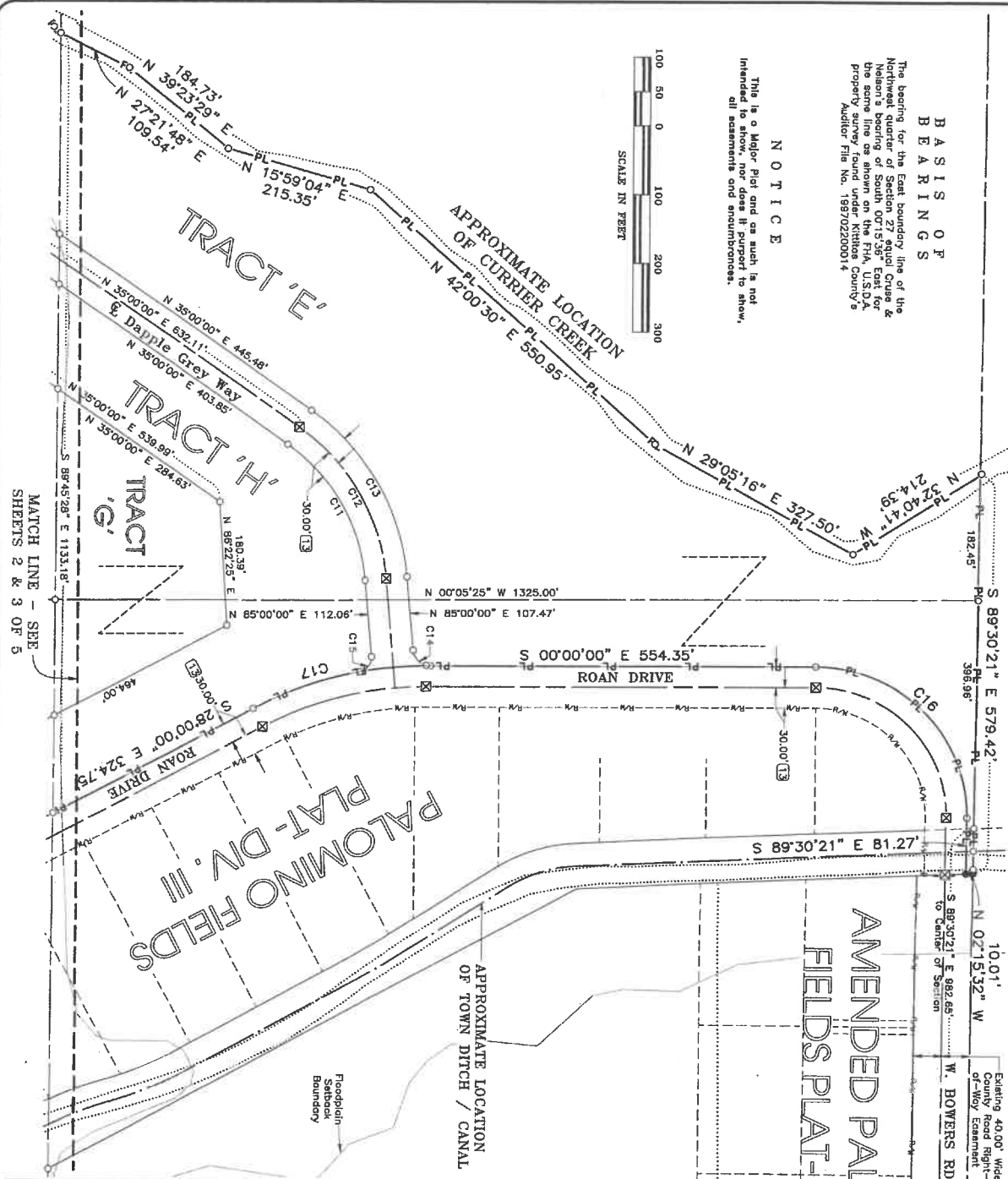
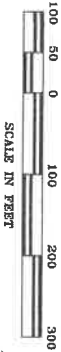
181827

BASIS OF BEARINGS

The bearing for the East boundary line of the Northwest quarter of Section 27 equal Cruise & Nelson's bearing of South 00°15'36" East for the same line as shown on the F14, U.S.D.A. property survey found under Kittitas County's Auditor File No. 19970250014

NOTICE

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



WESTERN PACIFIC ENGINEERING & SURVEY
 A TERRA DEVELOPMENT SERVICES CORPORATION
 1328 E. Hunter Place, Kent, WA 98144
 F:(509)765-1288 F:(509)765-1288
 Services in Washington and Idaho

INSTRUMENT USED
 Trimble R10 GPS Receiver
 Tavorra Closure
 Made Standard Per WAC 522-150-050

INDEXING DATA
 527 118N R19E

LCU INC.
 Scale 1" = 100'
 Sheet 4 of 6
 Project No. 18146

Surveyed by LMH
 Drawn by Tml/FCS
 Checked by FCS

MATCH LINE - SEE SHEETS 2 & 3 OF 5

PALOMINO FIELDS PLAT - DIVISION IV
 A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT - DIVISION IV
 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

Receiving No.
 LP - #-#####

D E D I C A T I O N S

DEDICATION KNOW ALL MEN by these presents that CLE ELUM PINES WEST, LLC, a Washington Limited Liability Company, do hereby dedicate to the public, to be used as a public right-of-way, all roads and ways hereon with the right to make and improve, all roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon, following original reasonable grading of the roads and ways shown hereon, on any lot or lots shall be diverted or blocked from travel on any lot or to hamper or discharge upon any public road rights-of-way or to hamper or drain or rerouting thereof across any lot as may be undertaken by or on the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this day of, A.D., 2020, CLE ELUM PINES WEST, LLC, a Washington Limited Liability Company

President
 CLE ELUM PINES WEST, LLC

IN WITNESS WHEREOF, we have hereunto set our hands and seal this day of, A.D., 2020, CLE ELUM PINES EAST, LLC, a Washington Limited Liability Company

President
 CLE ELUM PINES EAST, LLC

CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	170.00	86.4511	307.83	186.83	S 89°22'53" E	233.51
C2	200.00	86.4511	325.83	186.98	S 89°22'53" E	243.72
C3	230.00	86.7247	346.75	215.81	S 89°33'47" E	274.62
C4	270.00	160.6427	74.25	38.12	S 59°27'25" E	316.53
C5	270.00	507.032	236.43	126.40	N 87°05'11" E	228.85
C6	300.00	667.449	284.87	185.74	S 84°32'36" E	332.87
C7	330.00	908.26	29.61	14.81	S 64°19'24" E	29.60
C8	330.00	1947.24	113.98	57.58	S 66°27'19" E	113.42
C9	25.00	90700.00	38.27	25.00	S 17°00'00" W	35.38
C10	25.00	90700.00	235.82	25.00	N 73°00'00" W	258.27
C11	270.00	50700.00	281.80	125.80	N 60°00'00" E	228.51
C12	300.00	50700.00	297.93	132.88	N 60°00'00" E	253.57
C13	330.00	50700.00	317.09	22.91	S 42°30'00" W	33.78
C14	23.00	85407.03	23.80	18.28	S 45°36'29" E	26.97
C15	23.00	8447.03	342.79	218.92	S 17°32'01" E	308.26
C16	430.00	8478.29	331.53	214.20	S 82°28'50" W	332.84
C17	430.00	4118.89	32.83	19.36	S 82°28'50" W	17.43
C18	330.00	7528.37	32.83	19.36	S 82°28'50" W	30.80
C19	25.00	80741.34	77.46	46.72	S 89°00'14" E	171.43
C20	200.00	82700.29	183.68	102.16	S 59°00'14" E	206.04
C21	230.00	82700.29	216.45	120.19	S 59°00'14" E	236.85
C22	230.00	82700.29	248.92	138.22	S 59°00'14" E	236.85

N O T I C E

This is a Major Plat 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 recalcification by the Surveyor naming said person.

A C K N O W L E D G E M E N T S

STATE OF WASHINGTON)
 COUNTY OF) SS

On this day, A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the president of CLE ELUM PINES WEST, LLC, 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 he (she) was authorized to execute the said instrument, and that the seal affixed is the corporate seal of said Corporation.

WITNESS My hand and official seal the day and year first written.

Notary Public in and for the State of Washington,

residing at

STATE OF WASHINGTON)
 COUNTY OF) SS

On this day, A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the president of CLE ELUM PINES EAST, LLC, 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 he (she) was authorized to execute the said instrument, and that the seal affixed is the corporate seal of said Corporation.

WITNESS My hand and official seal the day and year first written.

Notary Public in and for the State of Washington,

residing at

INDEXING DATA

Trimble R10 GPS	
Trimble Receivers	
Moisture Closure	
Moisture Storage Per	
WAC 382-130-080	



WESTERN PACIFIC
 ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
 1328 E. Hunter Blvd., Walla Walla, WA 99159
 T: (509) 765-1023 F: (509) 765-1299
 Services in Washington and Idaho

ICU, INC.

Surveyed by LHM Scale 1" = N/A
 Drawn by Tml/FCS Sheet 6 of 6
 Checked by FCS Projct No. 18146

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:07 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 1

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing Distance				
1250			615766.2573101621789.521990		
N28°00'00"W	239.95 ft				
1249			615978.1206631621676.872247		
N62°00'00"E	162.00 ft				
388			616054.1750561621819.909757		
S28°00'00"E	239.95 ft				
387			615842.3117041621932.559500		
S62°00'00"W	162.00 ft				
1250			615766.2573101621789.521990		

 Total Perimeter = 803.90 ft
 Area = 38871.9142 Sq. Ft.
 Area = 0.892 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:07 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 2

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
1261			615751.1790091621554.396101		
N20°00'00"E	213.53 ft				
1251			615951.8302551621627.427182		
N62°00'00"E	56.00 ft				
1249			615978.1206631621676.872247		
S28°00'00"E	239.95 ft				
1250			615766.2573101621789.521990		
S62°00'00"W	7.33 ft				
1282			615762.8167941621783.051320		
1258		Arc Center	616001.2126441621656.293998		
	Radius:	270.00 ft			
	Delta:	50°10'22" Right			
	Arc Length:	236.43 ft			
	Chord Bearing:	S87°05'11"W			
	Chord Length:	228.95 ft			
	Middle Ordinate:	25.47 ft			
	External:	28.12 ft			
	Deg of Curvature:	21°13'14" Arc Definition			
	Tangent:	126.40 ft			
1261			615751.1790091621554.396101		

 Total Perimeter = 753.24 ft
 Area = 34038.5342 Sq. Ft.
 Area = 0.781 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:07 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 3

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing	Distance			
1259			615862.7290891621395.828108		
N38°14'49"E	269.12 ft				
938			616074.0802911621562.425685		
S28°00'00"E	138.46 ft				
1251			615951.8302551621627.427182		
S20°00'00"W	213.53 ft				
1261			615751.1790091621554.396101		
1258		Arc Center	616001.2126441621656.293998		
	Radius:	270.00 ft			
	Delta:	16°04'27" Right			
	Arc Length:	75.75 ft			
	Chord Bearing:	N59°47'25"W			
	Chord Length:	75.50 ft			
	Middle Ordinate:	2.65 ft			
	External:	2.68 ft			
	Deg of Curvature:	21°13'14" Arc Definition			
	Tangent:	38.12 ft			
1283			615789.1681591621489.149940		
N51°45'11"W	118.83 ft				
1259			615862.7290891621395.828108		

 Total Perimeter = 815.68 ft
 Area = 37794.8885 Sq. Ft.
 Area = 0.868 Acres,

Western Pacific Engineering & Survey, Inc.
1328 Hunter Place
Moses Lake, WA
(509)765-1023
Friday, September 11, 2020 9:25:08 AM

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GEOMETRY REPORT

Traverse name: LOT 4

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing	Distance			
1252			615961.7774201621270.172117		
N38°14'49"E	339.53 ft				
1273			616228.4265801621480.358308		
S28°00'00"E	174.81 ft				
938			616074.0802911621562.425685		
S38°14'49"W	269.12 ft				
1259			615862.7290891621395.828108		
N51°45'11"W	160.00 ft				
1252			615961.7774201621270.172117		

Total Perimeter = 943.45 ft
Area = 48691.7062 Sq. Ft.
Area = 1.118 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 5

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
1270			616021.6779121621194.180370		
N38°14'49"E	250.00 ft				
1271			616218.0153991621348.943387		
S51°45'11"E	96.76 ft				
425			616158.1149071621424.935134		
S38°14'49"W	250.00 ft				
1252			615961.7774201621270.172117		
N51°45'11"W	96.76 ft				
1270			616021.6779121621194.180370		

 Total Perimeter = 693.52 ft
 Area = 24190.4094 Sq. Ft.
 Area = 0.555 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 6

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
1266			616097.5431311621097.935241		
N38°14'49"E 423	250.00 ft		616293.8806181621252.698258		
S51°45'11"E 1271	122.55 ft		616218.0153991621348.943387		
S38°14'49"W 1270	250.00 ft		616021.6779121621194.180370		
N51°45'11"W 1266	122.55 ft		616097.5431311621097.935241		

 Total Perimeter = 745.10 ft
 Area = 30637.6568 Sq. Ft.
 Area = 0.703 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 7

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
1297			616155.1149741621024.897697		
N38°14'49"E	250.00 ft				
1298			616351.4524601621179.660713		
S51°45'11"E	93.00 ft				
423			616293.8806181621252.698258		
S38°14'49"W	250.00 ft				
1266			616097.5431311621097.935241		
N51°45'11"W	93.00 ft				
1297			616155.1149741621024.897697		

 Total Perimeter = 686.00 ft
 Area = 23250.0000 Sq. Ft.
 Area = 0.534 Acres,

Western Pacific Engineering & Survey, Inc.
1328 Hunter Place
Moses Lake, WA
(509)765-1023
Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

GEOMETRY REPORT

Traverse name: LOT 8

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing	Distance			
421			616224.1392791620937	331178	
N38°14'49"E	250.00 ft		616420.4767661621092	094195	
422					
S51°45'11"E	111.50 ft		616351.4524601621179	660713	
1298					
S38°14'49"W	250.00 ft		616155.1149741621024	897697	
1297					
N51°45'11"W	111.50 ft		616224.1392791620937	331178	
421					

Total Perimeter = 723.00 ft
Area = 27875.0000 Sq. Ft.
Area = 0.640 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 9

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
424			616324.1161881620810.497161		
N38°14'49"E	250.00 ft				
427			616520.4536751620965.260178		
S51°45'11"E	111.50 ft				
400			616451.4293691621052.826697		
S38°14'49"W	250.00 ft				
398			616255.0918831620898.063680		
N51°45'11"W	111.50 ft				
424			616324.1161881620810.497161		

 Total Perimeter = 723.00 ft
 Area = 27875.0000 Sq. Ft.
 Area = 0.640 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 10

Point Number	Description Bearing Distance	Vertical Angle	Northing	Easting	Elevation
0.00	392	Z90°00'00"	616081.5672801621021.280355		
	S45°00'00"W 224.70 ft				
0.00	393	Z90°00'00"	615922.6811931620862.394268		
	N51°45'11"W 87.88 ft				
0.00	389	Z90°00'00"	615977.0829211620793.378434		
	N31°45'23"E 30.55 ft				
0.00	390	Z90°00'00"	616003.0634731620809.459722		
	N14°37'12"W 69.24 ft				
0.00	391	Z90°00'00"	616070.0595011620791.983688		
	N45°00'00"E 152.04 ft				
0.00	395	Z90°00'00"	616177.5673281620899.491516		
	S51°45'11"E 155.08 ft				
0.00	392		616081.5672801621021.280355		

Total Perimeter = 719.49 ft					
Area = 31413.5974 Sq. Ft.					
Area = 0.721 Acres,					

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: TRACT I

Point Number	Description Bearing Distance	Vertical Angle	Northing	Easting	Elevation
0.00	396	Z90°00'00"	615987.0091621621141.239914		
0.00	S38°14'49"W 223.14 ft				
0.00	397	Z90°00'00"	615811.7662211621003.104672		
0.00	N51°45'11"W 179.17 ft				
0.00	393	Z90°00'00"	615922.6811931620862.394268		
0.00	N45°00'00"E 224.70 ft				
0.00	392	Z90°00'00"	616081.5672801621021.280355		
0.00	S51°45'11"E 152.75 ft				
0.00	396		615987.0091621621141.239914		

 Total Perimeter = 779.75 ft
 Area = 37031.8227 Sq. Ft.
 Area = 0.850 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 11

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
831			615885.1750971621270.429980		
S38°14'49"W	223.14 ft				
832			615709.9321561621132.294738		
N51°45'11"W	164.50 ft				
397		Z90°00'00"	615811.7662211621003.104672		
0.00					
N38°14'49"E	223.14 ft				
396			615987.0091621621141.239914		
0.00					
S51°45'11"E	164.50 ft				
831			615885.1750971621270.429980		

 Total Perimeter = 775.28 ft
 Area = 36706.5203 Sq. Ft.
 Area = 0.843 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
 (509)765-1023
 Friday, September 11, 2020 9:25:08 AM

Palomino Fields Plat - Div. IV PROJECT: S:\18146\18146 DIV 4\18146 MP4.pro

 GEOMETRY REPORT

Traverse name: LOT 12

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing Distance				
428			615797.0959791621382.170065		
S23°00'00"W	231.28 ft				
429			615584.2009631621291.801492		
N51°45'11"W	203.10 ft				
832			615709.9321561621132.294738		
N38°14'49"E	223.14 ft				
831			615885.1750971621270.429980		
S51°45'11"E	142.28 ft				
428			615797.0959791621382.170065		

 Total Perimeter = 799.80 ft
 Area = 38534.4164 Sq. Ft.
 Area = 0.885 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
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 GEOMETRY REPORT

Traverse name: LOT 13

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
753			615724.7856921621476.049330		
S01°00'00"W	281.98 ft				
755			615442.8467951621471.128069		
N51°45'11"W	228.34 ft				
429			615584.2009631621291.801492		
N23°00'00"E	231.28 ft				
428			615797.0959791621382.170065		
S51°45'11"E	88.92 ft				
1277			615742.0471621621452.006816		
922		Arc Center	616001.2126441621656.293998		
	Radius:	330.00 ft			
	Delta:	5°08'26" Left			
	Arc Length:	29.61 ft			
	Chord Bearing:	S54°19'24"E			
	Chord Length:	29.60 ft			
	Middle Ordinate:	0.33 ft			
	External:	0.33 ft			
	Deg of Curvature:	17°21'44" Arc Definition			
	Tangent:	14.81 ft			
753			615724.7856921621476.049330		

 Total Perimeter = 860.13 ft
 Area = 38822.3269 Sq. Ft.
 Area = 0.891 Acres,

Western Pacific Engineering & Survey, Inc.
 1328 Hunter Place
 Moses Lake, WA
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 GEOMETRY REPORT

Traverse name: TRACT 'F'

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing	Distance			
PC351			616112.4889801622438.761720		
	S35°40'03"E 466	146.62 ft	615993.3756481622524.250741		
	S00°16'26"E 497	482.39 ft	615510.9935701622526.555551		
1597.97	S89°59'31"W 286	458.28 ft	615510.9291401622068.275510		
	S38°14'18"W 430	423.13 ft	615178.5814601621806.383820		
1584.74	N51°45'11"W 755	426.89 ft	615442.8467951621471.128069		
	N01°00'00"E 287	68.01 ft	615510.8461281621472.315002		
	N89°59'31"E 288	105.02 ft	615510.8608141621577.331252		
	N01°00'00"E 289	169.25 ft	615680.0854971621580.285080		
1258		Arc Center	616001.2126441621656.293998		
	Radius:	330.00 ft			
	Delta:	41°18'59" Left			
	Arc Length:	237.97 ft			
	Chord Bearing:	N82°39'30"E			
	Chord Length:	232.84 ft			
	Middle Ordinate:	21.22 ft			
	External:	22.68 ft			
	Deg of Curvature:	17°21'44" Arc Definition			
	Tangent:	124.42 ft			
1276			615709.8399391621811.219614		
	N62°00'00"E 276.33 ft		615839.5683051622055.203186		
PC336					
627		Arc Center	615817.4946151622066.939975		
	Radius:	25.00 ft			
	Delta:	90°00'00" Right			
	Arc Length:	39.27 ft			
	Chord Bearing:	S73°00'00"E			
	Chord Length:	35.36 ft			
	Middle Ordinate:	7.32 ft			
	External:	10.36 ft			
	Deg of Curvature:	229°10'59" Arc Definition			
	Tangent:	25.00 ft			

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PC337			615829.2314041622089.013665
N62°00'00"E	60.00 ft		
384		615857.3996981622141.990521	
N28°00'00"W	85.90 ft		
826		615933.2491561622101.660648	
N62°00'00"E	381.79 ft		
PC351		616112.4889801622438.761720	

Total Perimeter = 3360.84 ft
Area = 447058.4182 Sq. Ft.
Area = 10.263 Acres,

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 GEOMETRY REPORT

Traverse name: TRACT 'H'

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
1296			617276.0653281621348.402407		
972		Arc Center	617370.0650691621870.000000		
	Radius:	530.00 ft			
	Delta:	17°47'03" Left			
	Arc Length:	164.51 ft			
	Chord Bearing:	S19°06'29"E			
	Chord Length:	163.85 ft			
	Middle Ordinate:	6.37 ft			
	External:	6.45 ft			
	Deg of Curvature:	10°48'38" Arc Definition			
	Tangent:	82.92 ft			
PC380			617121.2451411621402.037776		
S28°00'00"E	324.75 ft				
431			616834.5077651621554.498743		
S28°00'00"E	117.60 ft				
697			616730.6768271621609.706632		
S62°00'00"W	125.00 ft				
258			616671.9928821621499.338183		
N28°00'00"W	184.74 ft				
263			616835.1079041621412.608387		
N28°00'00"W	279.26 ft				
259			617081.6805651621281.503378		
S86°22'25"W	180.39 ft				
261			617070.2711761621101.473257		
S35°00'00"W	284.63 ft				
811			616837.1143961620938.215120		
S35°00'00"W	255.36 ft				
801			616627.9355121620791.746488		
0.00					
S55°03'08"E	58.40 ft				
799			616594.4808091620839.617654		
S63°21'32"E	97.63 ft				
420			616550.7015381620926.886738		
S51°45'11"E	48.86 ft				
427			616520.4536751620965.260178		
S38°14'49"W	250.00 ft				
424			616324.1161881620810.497161		
N51°45'11"W	154.50 ft				

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1284			616419.7597331620689.160595
839		Arc Center	616553.2692241620794.399446
	Radius:		170.00 ft
	Delta:		86°45'11" Right
	Arc Length:		257.40 ft
	Chord Bearing:		N08°22'35"W
	Chord Length:		233.51 ft
	Middle Ordinate:		46.43 ft
	External:		63.88 ft
	Deg of Curvature:		33°42'12" Arc Definition
	Tangent:		160.63 ft
1285			616650.7772181620655.143599
N35°00'00"E	228.26 ft		
808			616837.7579131620786.068892
N35°00'00"E	403.85 ft		
1286			617168.5685661621017.705006
1254		Arc Center	617013.7029271621238.876058
	Radius:		270.00 ft
	Delta:		50°00'00" Right
	Arc Length:		235.62 ft
	Chord Bearing:		N60°00'00"E
	Chord Length:		228.21 ft
	Middle Ordinate:		25.30 ft
	External:		27.91 ft
	Deg of Curvature:		21°13'14" Arc Definition
	Tangent:		125.90 ft
1287			617282.6754961621215.344007
N85°00'00"E	112.06 ft		
1294			617292.4420621621326.976364
1295		Arc Center	617272.5181681621328.719479
	Radius:		20.00 ft
	Delta:		84°47'03" Right
	Arc Length:		29.60 ft
	Chord Bearing:		S52°36'29"E
	Chord Length:		26.97 ft
	Middle Ordinate:		5.23 ft
	External:		7.08 ft
	Deg of Curvature:		286°28'44" Arc Definition
	Tangent:		18.26 ft
1296			617276.0653281621348.402407

Total Perimeter = 3792.42 ft
 Area = 256594.8635 Sq. Ft.
 Area = 5.891 Acres,

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 GEOMETRY REPORT

Traverse name: TRACT 'E

Point Number	Description Bearing Distance	Vertical Angle	Northing	Easting	Elevation
95			618147.3922401621640.172833		
N89°30'21"W	81.27 ft				
1301			618148.0931481621558.908012		
1299		Arc Center	617931.0650691621557.036151		
	Radius:	217.04 ft			
	Delta:	90°29'39" Left			
	Arc Length:	342.79 ft			
	Chord Bearing:	S45°14'49"W			
	Chord Length:	308.26 ft			
	Middle Ordinate:	64.23 ft			
	External:	91.23 ft			
	Deg of Curvature:	26°23'57" Arc Definition			
	Tangent:	218.92 ft			
1300			617931.0650691621340.000000		
S00°00'00"E	554.35 ft				
1303			617376.7189521621340.000000		
1305		Arc Center	617376.7189521621315.000000		
	Radius:	25.00 ft			
	Delta:	85°00'00" Right			
	Arc Length:	37.09 ft			
	Chord Bearing:	S42°30'00"W			
	Chord Length:	33.78 ft			
	Middle Ordinate:	6.57 ft			
	External:	8.91 ft			
	Deg of Curvature:	229°10'59" Arc Definition			
	Tangent:	22.91 ft			
1304			617351.8140841621317.178894		
S85°00'00"W	107.47 ft				
1281			617342.4471781621210.114663		
1254		Arc Center	617013.7029271621238.876058		
	Radius:	330.00 ft			
	Delta:	50°00'00" Left			
	Arc Length:	287.98 ft			
	Chord Bearing:	S60°00'00"W			
	Chord Length:	278.93 ft			
	Middle Ordinate:	30.92 ft			
	External:	34.11 ft			
	Deg of Curvature:	17°21'44" Arc Definition			
	Tangent:	153.88 ft			
1280			617202.9831521620968.555884		
S35°00'00"W	445.48 ft				
1155			616838.0668011620713.038702		
S35°00'00"W	186.63 ft				

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1279			616685.1918051620605.994476
805		Arc Center	616553.2692241620794.399446
	Radius:		230.00 ft
	Delta:		86°45'11" Left
	Arc Length:		348.25 ft
	Chord Bearing:		S08°22'35"E
	Chord Length:		315.92 ft
	Middle Ordinate:		62.82 ft
	External:		86.43 ft
	Deg of Curvature:		24°54'40" Arc Definition
	Tangent:		217.32 ft
807			616372.6387361620652.017471
	S51°45'11"E	315.11 ft	
0.00	815	Z90°00'00"	616177.5673281620899.491516
	S45°00'00"W	152.04 ft	
0.00	391	Z90°00'00"	616070.0595011620791.983688
	S14°37'12"E	69.24 ft	
0.00	390	Z90°00'00"	616003.0634731620809.459722
	S31°45'23"W	30.55 ft	
0.00	389	Z21°56'58"	615977.0829211620793.378434
	N51°45'11"W	636.79 ft	
1580.11	733		616371.2863571620293.278907
	N25°19'03"E	49.93 ft	
	738		616416.4238101620314.632110
	N78°09'30"E	10.33 ft	
	749		616418.5439751620324.743970
	N19°19'02"E	28.09 ft	
	750		616445.0528311620334.036186
	N26°41'48"W	130.09 ft	
	764		616561.2708451620275.593075
	N10°20'12"E	136.16 ft	
	767		616695.2208661620300.024393
	N26°11'12"E	90.16 ft	
	773		616776.1292211620339.812851
	N53°23'02"E	89.93 ft	
	774		616829.7658311620411.991846
	N44°23'45"E	13.34 ft	
1615.85	796		616839.3006201620421.327682
	N27°21'48"E	109.54 ft	
	790		616936.5831191620471.675170
	N39°23'29"E	184.73 ft	
0.00	432	Z90°00'00"	617079.3475491620588.907484
	N15°59'04"E	215.35 ft	

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444			617286.3677831620648.209124
0.00			
N42°00'30"E	550.95 ft		
827			617695.7464251621016.924584
N29°05'16"E	327.50 ft		
829			617981.9372431621176.135874
N32°40'41"W	214.39 ft		
1104			618162.3932961621060.382290
S89°30'21"E	182.45 ft		
54			618160.8196881621242.829885
1602.57			
S89°30'21"E	396.96 ft		
979			618157.3960161621639.778206
S02°15'32"E	10.01 ft		
95			618147.3922401621640.172833

Total Perimeter = 6334.94 ft
Area = 699339.5478 Sq. Ft.
Area = 16.055 Acres,

Western Pacific Engineering & Survey, Inc.
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 GEOMETRY REPORT

Traverse name: TRACT 'G'

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
	Bearing	Distance			
482			616566.3617801621300.674974		
	S28°00'00"E	382.74 ft			
1273			616228.4265801621480.358308		
	S38°14'49"W	89.53 ft			
425			616158.1149071621424.935134		
	N51°45'11"W	423.81 ft			
422			616420.4767661621092.094195		
	S38°14'49"W	250.00 ft			
421			616224.1392791620937.331178		
	N51°45'11"W	50.00 ft			
398			616255.0918831620898.063680		
	N38°14'49"E	250.00 ft			
400			616451.4293691621052.826697		
	N51°45'11"W	160.36 ft			
420			616550.7015381620926.886738		
	N63°21'32"W	97.63 ft			
799			616594.4808091620839.617654		
	N55°03'08"W	58.40 ft			
801			616627.9355121620791.746488		
0.00					
	N35°00'00"E	255.36 ft			
811			616837.1143961620938.215120		
	N35°00'00"E	284.63 ft			
261			617070.2711761621101.473257		
	N86°22'25"E	180.39 ft			
259			617081.6805651621281.503378		
	S28°00'00"E	464.00 ft			
258			616671.9928821621499.338183		
	S62°00'00"W	225.00 ft			
482			616566.3617801621300.674974		

 Total Perimeter = 3171.86 ft
 Area = 342148.1345 Sq. Ft.
 Area = 7.855 Acres,

Western Pacific Engineering & Survey, Inc.
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 GEOMETRY REPORT

Traverse name: LOT 14

Point Number	Description	Vertical Angle	Northing	Easting	Elevation
Bearing	Distance				
289			615680.0854971621580	285080	
S01°00'00"W	169.25 ft				
288			615510.8608141621577	331252	
S89°59'31"W	105.02 ft				
287			615510.8461281621472	315002	
N01°00'00"E	213.97 ft				
753			615724.7856921621476	049330	
922		Arc Center	616001.2126441621656	293998	
	Radius:	330.00 ft			
	Delta:	19°47'24" Left			
	Arc Length:	113.98 ft			
	Chord Bearing:	S66°47'19"E			
	Chord Length:	113.42 ft			
	Middle Ordinate:	4.91 ft			
	External:	4.98 ft			
	Deg of Curvature:	17°21'44" Arc Definition			
	Tangent:	57.56 ft			
289			615680.0854971621580	285080	

 Total Perimeter = 602.22 ft
 Area = 19747.4635 Sq. Ft.
 Area = 0.453 Acres,

 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
	ISSUED BY First American Title Insurance Company
Schedule C	GUARANTEE NUMBER 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.

File -- Project Desc.: S\15169\15169 MPH-R-pr (Plotted - Aug 9, 2017)



APPROVALS

KITITTAS COUNTY DEPARTMENT OF PUBLIC WORKS

I HEREBY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I approve this plat.

Dated this 10th Day of August, A.D. 2017
Charles R. Siver
Kitittas County Engineer

HEALTH DEPARTMENT

I HEREBY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I find that the sewage and water system therein shown does meet and comply with all requirements of the County Health Dept.

Dated this 14th Day of August, A.D. 2017
Christina Lind
Kitittas County Health Officer

CERTIFICATE OF PLANNING DEPT.

I HEREBY CERTIFY that the Palomino Fields Plat - Division I, has been examined by me and I find that it conforms to the Comprehensive Plan of the Kitittas County Planning Commission.

Dated this 14th Day of August, A.D. 2017
Debra C. Ales
Kitittas County Planning Official

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that the taxes and assessments payable on this plat for the preceding year are in full and that the plat is subject to be filed. Parcel No. 471033 (S 007254 W 2838.41)

Dated this 3rd Day of August, A.D. 2017
Debra C. Ales
Kitittas County Treasurer

CERTIFICATE OF ASSESSOR

I HEREBY 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 platting.

Parcel No. 471033.
Dated this 14th Day of August, A.D. 2017
Dawn Hawk
Kitittas County Assessor

KITITTAS COUNTY BOARD OF COMMISSIONERS

EXAMINED AND APPROVED this 15th day of August, A.D. 2017.

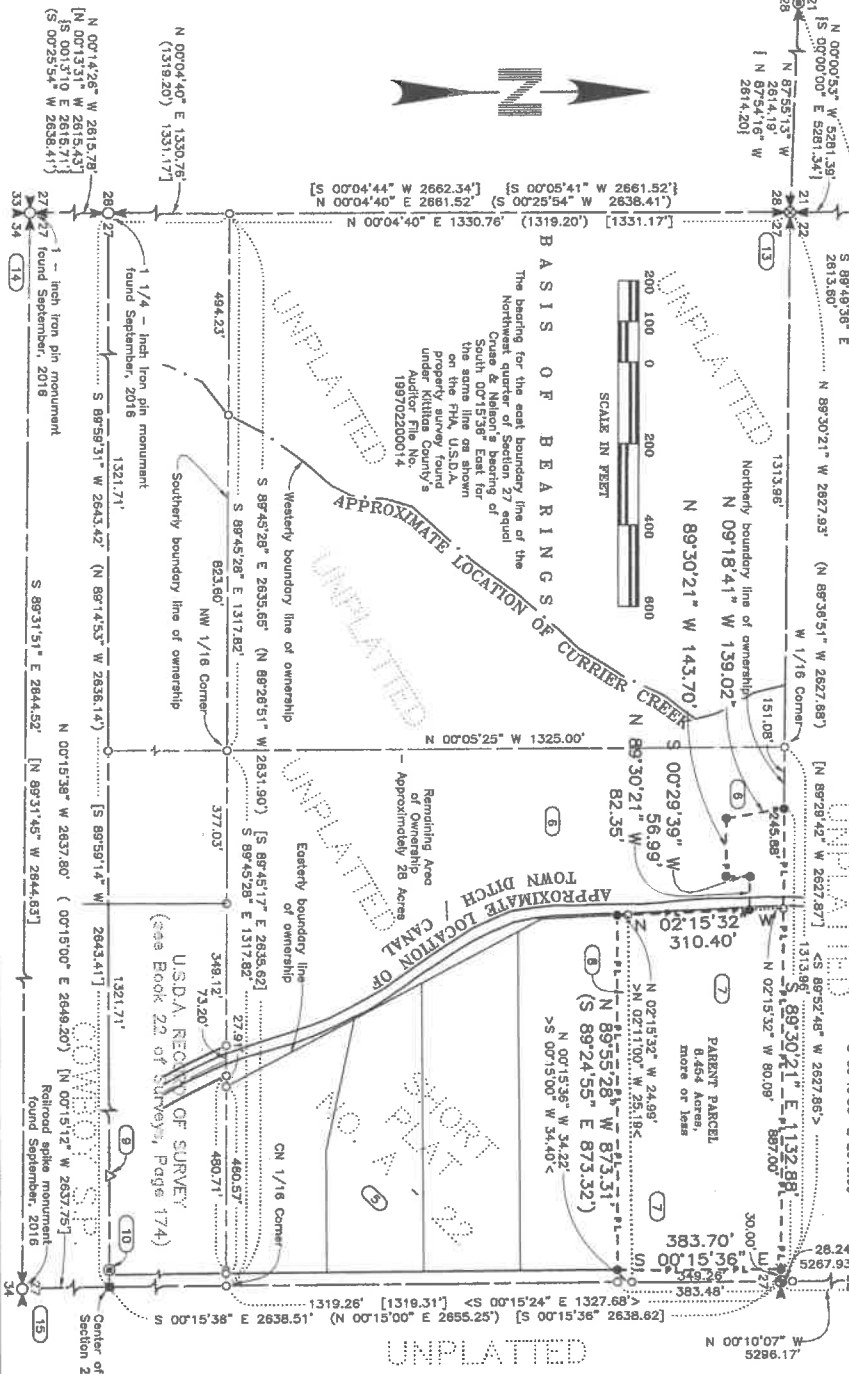
By: *Debra C. Ales*
Chairperson
ATTN: *Debra C. Ales*
Kitittas County Board of Commissioners

PALOMINO FIELDS PLAT - DIVISION I

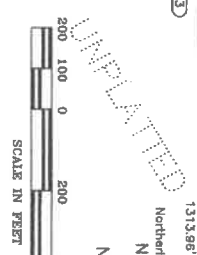
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITITTAS COUNTY, WASHINGTON

Receiving No. 2017 081506
LP - 07 - 31

271818



BASIS OF BEARINGS
The bearing for the east boundary line of the Northwest quarter of Section 27 equal South 0°15'36\"/>



SURVEYOR'S CERTIFICATE

I hereby certify that the Palomino Fields Plat - Division I plat is based on an actual survey and subdivision of Section 27, Township 18 North, Range 18 East, W.M.; that the distances and bearings and angles have been measured correctly to the monuments and black corners and 10¢ 5/16 black corners staked on the ground.



Bobby P. Siver
Bobby P. Siver, P.L.S.
Washington Land Surveyor No. 49273
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Professional Engineer Center
1328 Hunter Place, Washington 98837

AUDITOR'S CERTIFICATE

Filed for record at the request of the Kitittas County Board of Commissioners this 15th day of August, 2017, at 8⁵⁷ minutes past 11 o'clock A.M., and recorded in Volume 19 of Plats, at Page (a) 201-205 of Plats, in Kitittas County, Washington.

RECEIVING NO. 2017 081506
By: *Send V. Peltz*
Kitittas County Auditor
Deputy Auditor

INSTRUMENT USED

Trimble R10 GPS Receivers
Transverse Closure
MARC 532-150-000

INDEXING DATA

WESTERN PACIFIC ENGINEERING AND SURVEY, INC.

1328 Hunter Place
Pioneer Way Professional Center
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 Kitittas County

Surveyed by: JMH Date 04-18
Drawn by: Tom/FCS Date 01-17
Checked by: BJB Date 07-17
Scale 1" = 200'
Sheet 1 of 5
Project No. 15169

PALOMINO FIELDS PLAT - DIVISION I

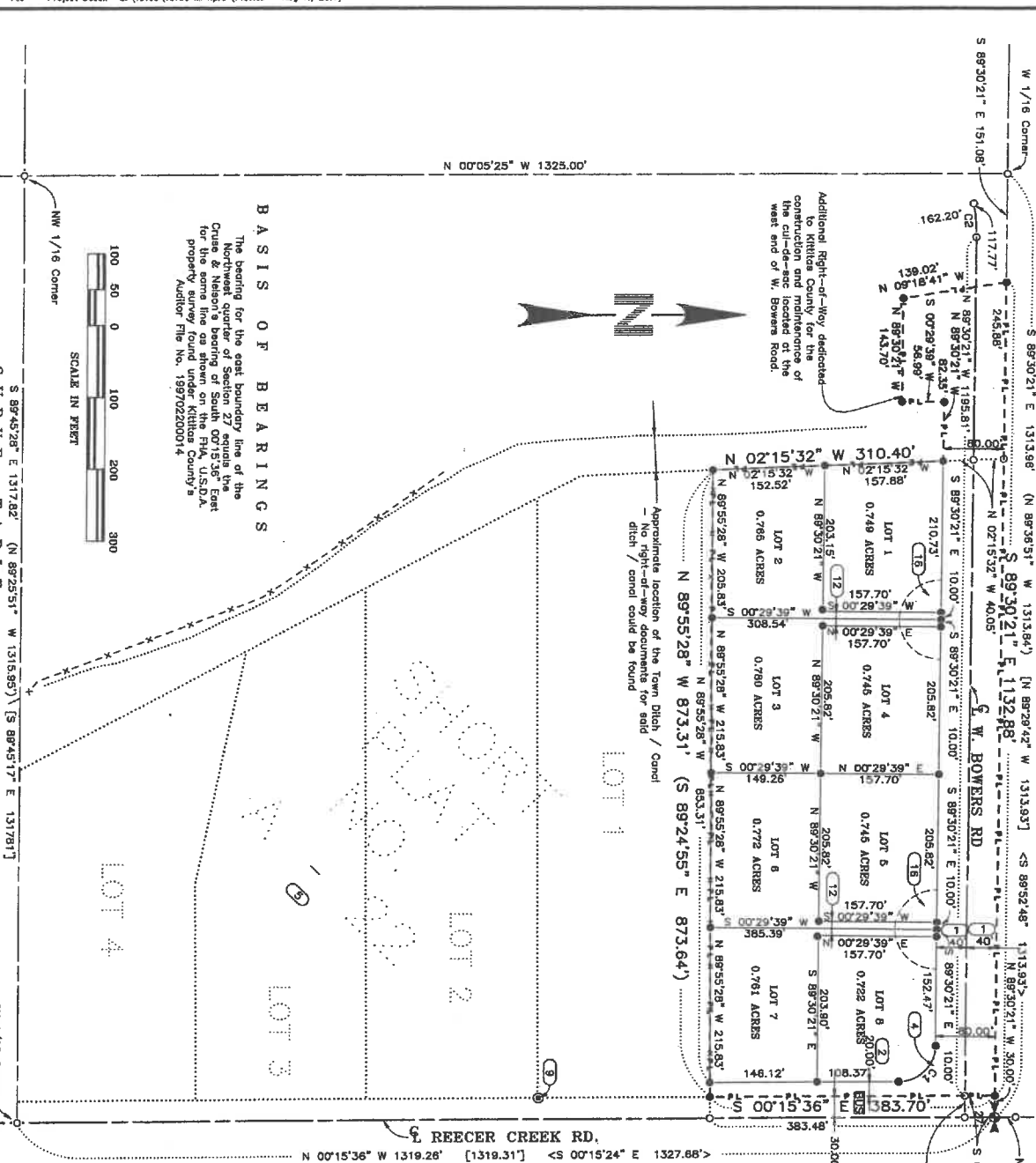
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. KITITAS COUNTY, WASHINGTON

Receiving No. 201706150016
 LP - 07-31

271818

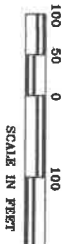
Additional Right-of-Way dedicated to Kittitas County for the construction and maintenance of the cul-de-sac located at the west end of W. Bowers Road.

Approximate location of the Town Ditch / Canal - No right-of-way documents for said ditch / canal could be found



CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	50.00'	89°14'45"	77.89'	49.35'	N44°52'39"W	70.24'
C2	275.00'	9°48'14"	47.05'	23.59'	N85°35'32"E	47.00'

BASIS OF BEARINGS
 The bearing for the east boundary line of the Northwest quarter of Section 27 equals the Cruise & Nelson's bearing of South 00°15'36" East for the same line as shown on the PIA, U.S.A. property survey found under Kittitas County's Auditor File No. 159702200014.



INSTRUMENT USED Trimble R10 GPS Receivers Treyveze Closure Keats Standards Per WAC 352-150-090	INDEXING DATA <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8
WESTERN PACIFIC ENGINEERING AND SURVEY, INC. Please see My Professional Center 1328 Hunter Place (509)785-1023 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 Drawn by: TML/KCS Date: 01-17 Checked by: RBW Date: 07-17	Scale: 1" = 100' Sheet: 2 of 5 Project No.: 15169



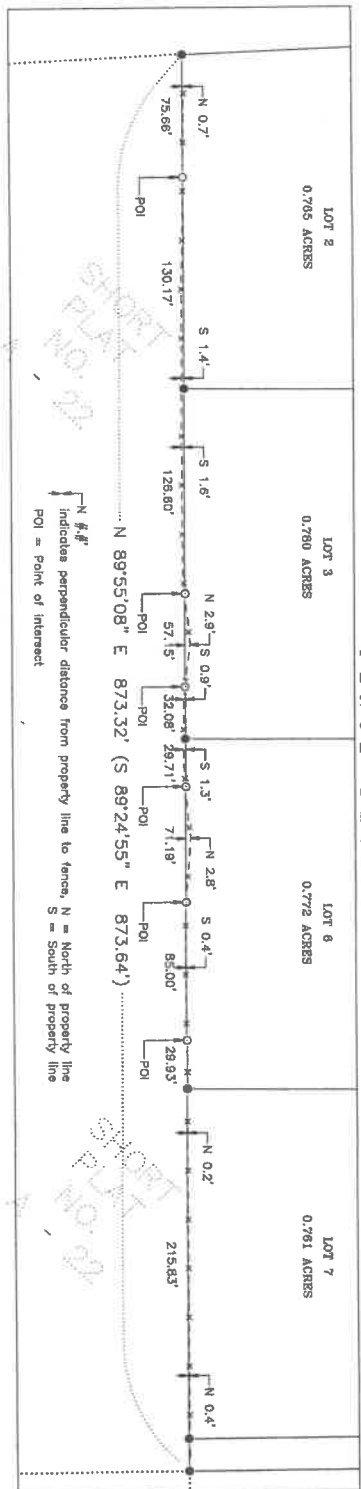
NOTICE
 This is a Boundary Line Survey and as such is not intended to show the location of the boundaries of all encumbrances.
 This survey was prepared for the exclusive use of the person, persons, or entity named in the Surveyor's Certificate hereon. Said certificate does not constitute a warranty of any kind and is not intended as an expressed re-identification by the Surveyor naming said person.

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. KITITAS COUNTY, WASHINGTON

Receiving No. 201708150016
LP - 07-01

271818



FENCE DETAIL

LEGEND

- 5/8 - inch iron pin with surveyor's cap marked 'LS 48273' found July 11, 2017
- 3 - inch brass cap monument found September, 2016
- 5/8 - inch aluminum surveyor's cap monument stamped Kittitas County found September, 2016
- ⊙ 3 - inch brass cap monument stamped 'LS 14746' found September, 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
- Railroad spike monument found September 2016
- Calculated point only
- no monument found or set

NOTES

- () 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 19970220014

LEGEND (continued)

- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 19970220014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 19970220014
- > < Previously recorded information from Stituly Wornly Deed found under Kittitas County's AFN 418766
- [] Note - See Sheet 3 of 5
- P.L.--- Parent Parcel - Parcel boundary as contained 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 parties to the survey and the Surveyor's Certificate hereon. Said certificate does not extend to any unnamed person without an expressed recertification by the Surveyor naming said person.

INSTRUMENT USED

Trimble R10 GPS Receivers
Traverse Closure
Meeks Standards Per
VAC 332-130-080

INDEXING DATA

WESTERN PACIFIC ENGINEERING AND SURVEY, INC.

Pioneer Way Professional Center
1328 Hunter Place (509)765-1023
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 LHM Date 04-16 Scale 1" = N/A
Drawn by Tml/FCS Date 01-17 Sheet 3 of 5
Checked by RBW Date 07-17 Project No. 15169



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.
KITITAS COUNTY, WASHINGTON

Recording No. **1000000000**
 LP - 07-01

P L A T

N O T E S :

1. The plat shown on this map, being more than 1/4 of any section.
2. The plat shown on this map, being more than 1/4 of any section.
3. The plat shown on this map, being more than 1/4 of any section.
4. The plat shown on this map, being more than 1/4 of any section.
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18. The plat shown on this map, being more than 1/4 of any section.

G E N E R A L

N O T E S :

1. A plat shown on this map, being more than 1/4 of any section.

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17. A plat shown on this map, being more than 1/4 of any section.

18. A plat shown on this map, being more than 1/4 of any section.

N O T I C E

This is to certify that the above plat is a true and correct copy of the original plat on file in the office of the County Clerk of Kititas County, Washington.

Witness my hand and the seal of said County, this 1st day of July, 1918.

County Clerk, Kititas County, Washington.



W A T E R

N O T E S :

1. The plat shown on this map, being more than 1/4 of any section.

2. The plat shown on this map, being more than 1/4 of any section.

3. The plat shown on this map, being more than 1/4 of any section.

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18. The plat shown on this map, being more than 1/4 of any section.

R I G H T

N O T I C E

1. The plat shown on this map, being more than 1/4 of any section.

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3. The plat shown on this map, being more than 1/4 of any section.

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16. The plat shown on this map, being more than 1/4 of any section.

17. The plat shown on this map, being more than 1/4 of any section.

18. The plat shown on this map, being more than 1/4 of any section.

DEPARTMENT OF THE STATE OF WASHINGTON DIVISION OF LANDS AND MINES 1000 BANK BUILDING OLYMPIA, WASHINGTON	RECEIVED JUL 1 1918 1000 BANK BUILDING OLYMPIA, WASHINGTON
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITITAS COUNTY, WASHINGTON.	PLAT NO. 1000000000



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

I HEREBY CERTIFY that the Palomino Fields Plat - Division II, has been examined by me and I approve this plat.

Dated this 15th day of May, A.D., 2019.
Walter A. Cook
Kittitas County Engineer

HEALTH DEPARTMENT

I HEREBY CERTIFY that the Palomino Fields Plat - Division II, 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 15th day of May, A.D., 2019.
Walter A. Cook
Kittitas County Engineer

CERTIFICATE OF PLANNING DEPT.

I HEREBY CERTIFY that the Palomino Fields Plat - Division II, has been examined by me and I find that the plat conforms to the Comprehensive Zoning Ordinance of the Kittitas County Planning Commission.

Dated this 15th day of May, A.D., 2019.
Walter A. Cook
Kittitas County Engineer

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that the taxes and assessment for the Palomino Fields Plat - Division II, for the years 1801, 1801, and 1802, have been paid.

Dated this 15th day of May, A.D., 2019.
Walter A. Cook
Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

I HEREBY CERTIFY that the Palomino Fields Plat - Division II, has been examined by me and I find the property to be in an acceptable condition for platting Parcel No.s 491033, 11801, and 11802.

Dated this 15th day of May, A.D., 2019.
Walter A. Cook
Kittitas County Assessor

KITTITAS COUNTY BOARD OF COMMISSIONERS

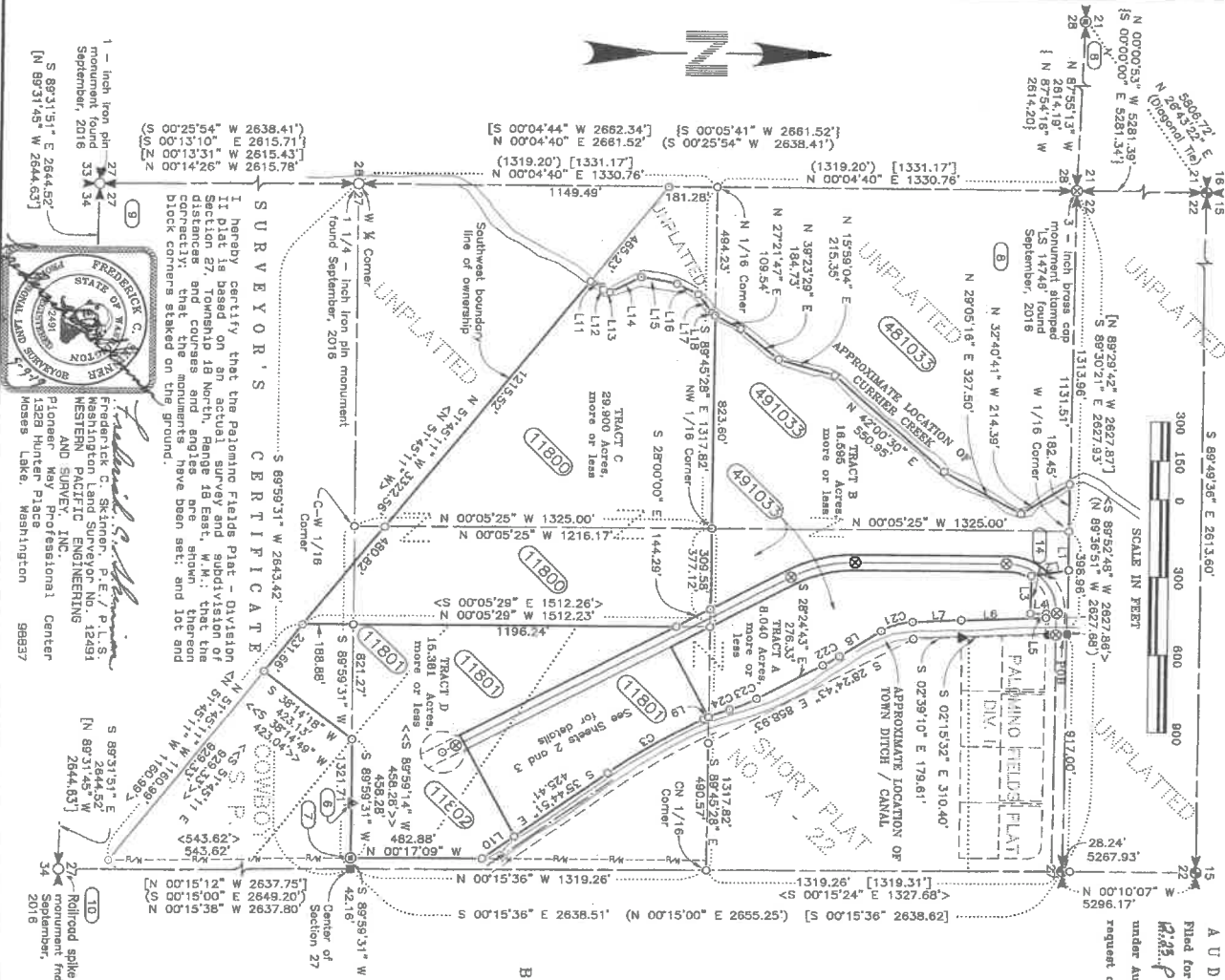
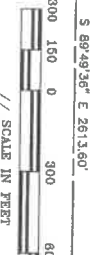
EXAMINED AND APPROVED this 15th day of May, A.D., 2019.

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington

By: *Walter A. Cook*
County Auditor

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.
KITTITAS COUNTY, WASHINGTON
ENTIRE PLAT MAP



SURVEYOR'S CERTIFICATE
I hereby certify that the Palomino Fields Plat - Division II, 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 in accordance with the laws of this State; and that the corners shown are the true corners of the ground.

Dated this 15th day of May, A.D., 2019.
Walter A. Cook
Kittitas County Auditor

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter, P.O. Box 1023, Wenatchee, WA 98093
Tel: (509) 765-1023 Fax: (509) 765-1288
Services in Washington and Idaho

ICU, INC.
Surveyed by: *Walter A. Cook* Scale: 1" = 300'
Drawn by: *Tom FCS* Sheet 1 of 7
Checked by: *FCS* Project No.: 18146

INDEXING DATA

Traverse	1
Receivers	2
Traverse Closure	3
WAC 35A-150-080	4
527 TERN RISE	5

BASIS OF BEARINGS
The bearings for the east boundary line of the Northwest quarter of Section 27 equal Course & the same bearings of South 0°15'36" East for the same bearings of South 0°15'36" East for the property survey found under Kittitas County's Auditor File No. 18970220014.

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

AUDITOR'S CERTIFICATE
Filed for record this 15th day of May, 2019, at 11:45 P.M. in Book 123 of Plats at Page(s) 25 under Auditor's File Number 201905210014 at the request of Western Pacific Engineering & Survey, Inc.

Walter A. Cook
County Auditor
Tom FCS
Deputy County Auditor

13/24

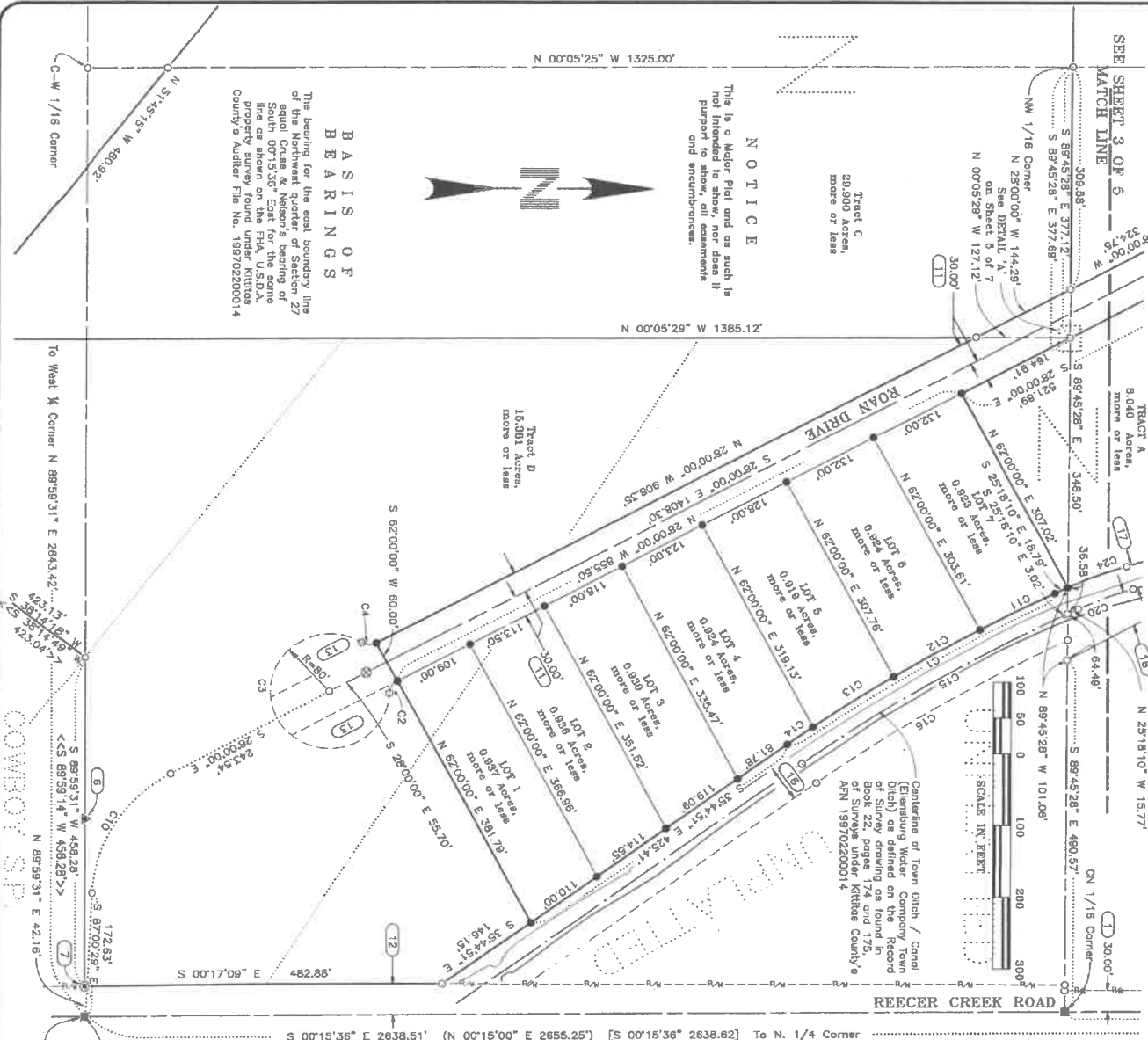
File --- Project Desc: S:\18148\18146 DV 2\18148 MP2.pro (Plotted - May 9, 2019)

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.
LPF - 19-00003
LP - 07-00031



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

BASIS OF BEARINGS
The bearing for the east boundary line of the Northwest quarter of Section 27 equal Cruse & Nelson's bearing of South 07°15'35" East for the same line is the bearing of the same line as shown on the plat of the same property survey found under Kittitas County's Auditor File No. 199702200014

Centerline of Town Ditch / Canal (Eliensburg Water Company Town of SN) as defined on the Record Book 22, pages 174 and 175, of Surveys under Kittitas County's AFN 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" found 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 surveyor's cap stamped "18092" monument found September 2016
- 5/8" - inch iron pin with no surveyor's cap monument found September 2016
- Railroad spike 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 Survey drawing as found under Kittitas County's AFN 418140 as found under Kittitas County's AFN 418140
- [] 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 Statutory Warranty Deed found under Kittitas County's AFN 4181768
- | | Previously recorded information from Palomino Fields Plat - Div. I, as found in Volume 12 of Plats, pages 201 through 205, under Kittitas County's AFN 201708150016
- <<>> Previously recorded information from the Cowboy Short Plat as found in Book G of Survey Plat 201708150016, under Kittitas County's AFN 200410040031
- Ⓢ Note - See Sheet 5 of 7



WESTERN PACIFIC ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
716-509-1227
www.westernpacific.com

ICU INC.
Scale 1" = 100'
Drawn by Tml / FCS
Checked by Tml / FCS
Project No. 18146

INSTRUMENT USED

Trimble R10 GPS
Receiver
Mesa Standards Per
WAC 352-150-030

INDEXING DATA

SZ7 T18N R18E

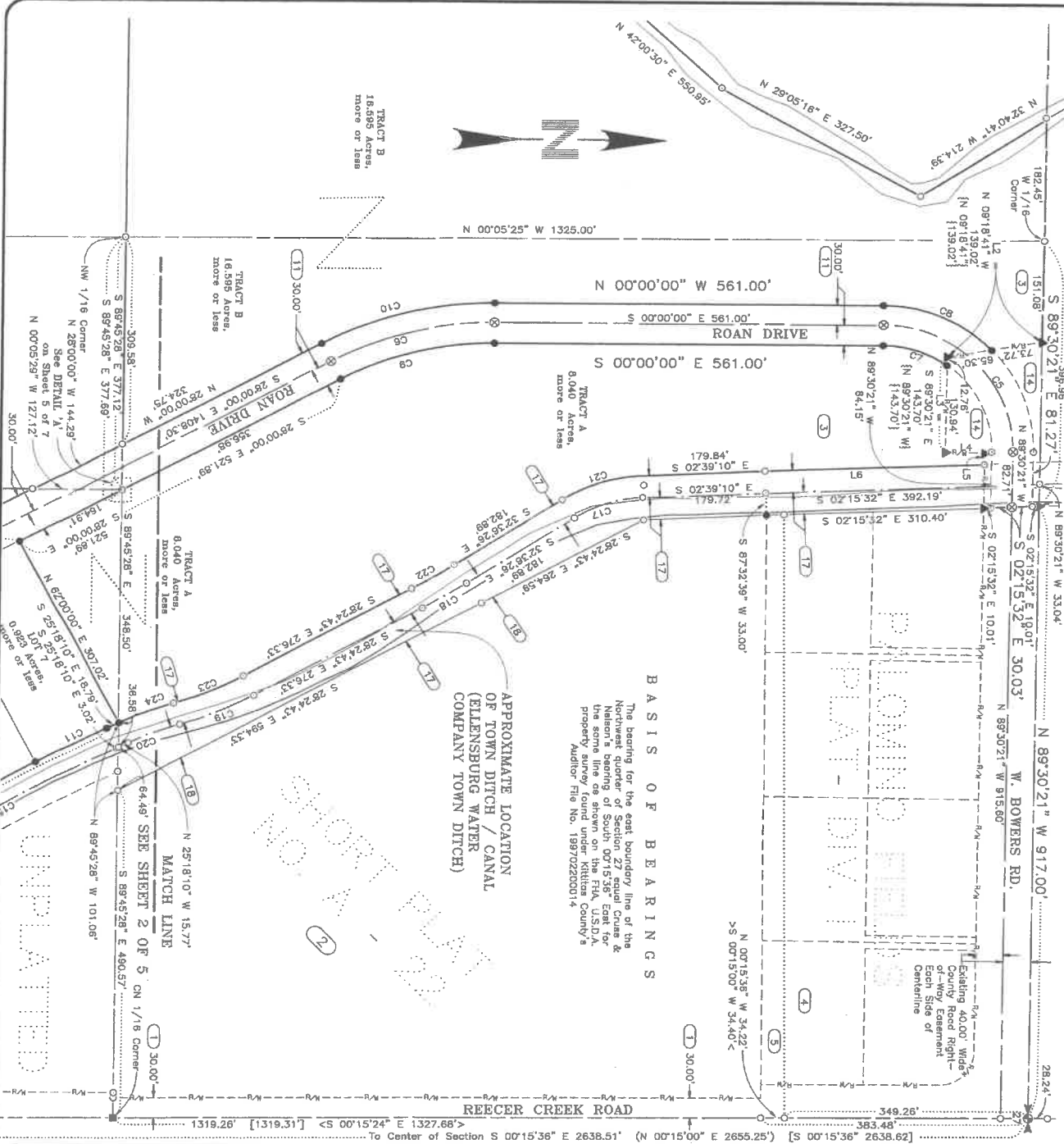
File -- Project Desc: S:\18146\18146 DIV 2\18146 MP2.pro (Plotted - May 9, 2019)

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.
LPF - 19-00003
LP - 07-00031

181827



UNPLATTED

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



INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS	
Receivers	
Towware Closure	
Mosaic Standards Per WAC 332-130-090	527 T18N R18E

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

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

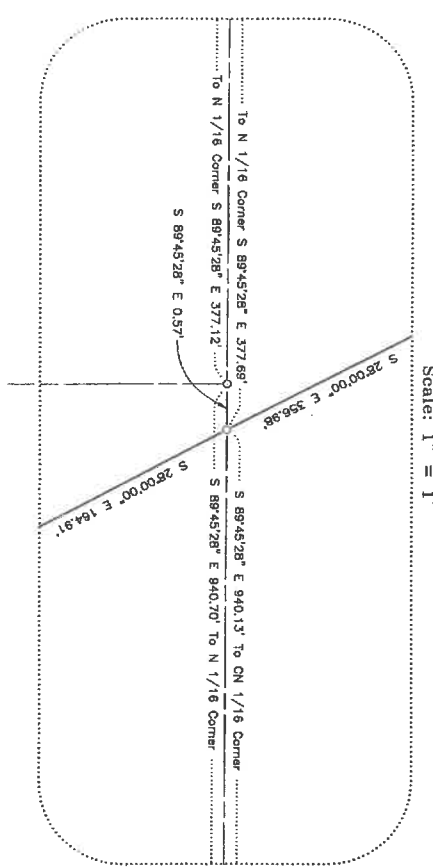
PALOMINO FIELDS PLAT - DIVISION II

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

PLAT NOTES

1. Existing thirty-foot (30.00') Kittitas County Road Right-of-Way.
2. The short plat name is shown on top of the short plat developed by Mr. Leroy J. Preston in November, 1977, to be KITTTIAS 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 418240.
3. 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.
4. Tract 4 as described in the property description as listed as being a portion of the Original Property Description as shown on Sheet 5 of 5.
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.
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 line.
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 corner.
8. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 536434.
9. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150012.
10. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150013.
11. A thirty - foot (30.00') wide County Road Right-of-way dedicated via this plat.
12. 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
13. Kittitas County Temporary Road Access Easement - to be vacated upon road being extended to Hassen Creek.
14. 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 201706150016.
15. Existing forty-foot (40.00') Kittitas County Road Right-of-Way (40.00' each side of centerline).
16. Existing 31x31 - foot (96.00') Town Ditch Right-of-Way Easement (33.00' each side of centerline) as defined on the Record of Survey drawing round under Kittitas County's Auditor's File Number 19970220014.
17. A thirty-three - foot (33.00') wide Town Ditch Irrigation Canal Easement (33.00' each side of centerline) dedicated via this plat.
18. A variable wide Town Ditch Irrigation Canal Easement dedicated via this plat. The right-of-way is shown on the plat line that lies immediately east of said Town Ditch.

DETAILS



WATER NOTES

On February 8, 2017 Chicago Title and Eliensburg Water Company were contacted to find any information regarding the location and name of the water ditch. At that time both entities were unable to provide any information. The plat was prepared by the Water Company believes there is at least a prescriptive easement for an old 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 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	2283.00	10.28 41	416.18	208.87	S 30 31 31 E	415.60
C2	<2283.00>		<416.18>			
C3	80.00	50.00 00	20.94	11.55	S 58 00 00 E	20.00
C4	80.00	300.00 00	418.88	11.55	N 05 00 00 W	80.00
C5	187.04	50.29 39	205.41	168.66	S 45 14 48 W	20.00
C6	500.00	88.00 00	244.56	124.66	S 14 00 00 E	241.92
C7	157.04	35.28 59	97.25	50.24	S 17 44 29 W	95.70
C8	417.00	45.50 24	173.64	91.77	S 22 55 13 W	159.05
C9	470.00	28.00 00	229.69	117.18	S 14 00 00 E	227.41
C10	530.00	28.00 00	259.04	138.14	S 14 00 00 E	256.44
C11	2283.00	2.50 34	113.27	56.65	S 26 43 27 E	113.26
C12	2283.00	3.18 54	132.08	65.06	S 29 48 11 E	132.07
C13	2283.00	3.13 32	128.43	64.28	S 33 04 23 E	128.50
C14	2283.00	1.03 42	42.30	21.15	S 35 13 30 E	42.30
C15	2250.00	10.26 41	410.16	205.65	S 30 31 30 E	409.60
C16	2217.00	10.06 53	391.38	195.20	S 30 31 25 E	390.87
C17	<2217.00>		<391.38>			
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	58.12	S 22 19 48 E	115.59
C21	233.00	9.03 14	79.01	38.59	S 20 46 33 E	78.93
C22	957.00	29.97 16	421.81	82.33	S 17 37 48 E	150.43
C23	512.52	4.11 43	70.81	34.42	S 30 30 34 E	70.79
C24	533.00	12.09 47	108.80	54.60	N 22 19 48 W	108.59
		9.03 14	84.82	42.20	S 20 46 33 E	84.14



INSTRUMENT USED
Trimble R10 GPS
Receiver
Terracon Closure
Mars 3300000000
MNC 342-150-090

INDEXING DATA

527	1181	R18E
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WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Sunrise Plaza, Moses Lake, Washington
11/20/2018
Drawn by: [Signature] and [Signature]

Surveyed by: LHM
Drawn by: Tml/FCS
Checked by: FCS

LCI, INC.
Scale: 1" = N/A
Sheet: 5 of 7
Project No.: 18146

Receiving No.
LP# - 19-00003
LP - 07-00031
181827

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 the different location of the north quarter corner of Section 27, Township 18 North, Range 18 East, W.M. Kititas Co. Auditor's File Number 48940 recorded under said Subsequently the monument was removed possibly due to road reconstruction. In 1991 via the survey recorded under Kititas Co. Auditor's File Number 539177, a nail and washer monument was set with a note that Kititas Co. Public Works will set a monument in a monument case with future road maintenance in the north quarter corner. The location of these two monuments differs by 28.24 feet.

2. The 3-1/2 inch brass cap monument found at the intersection of Rescer Creek Road and Bowers Road was held to establish the north boundary of the northwest quarter of said section 27. This monument was found in the north side of this line had this fence monument set with a note that the property immediately on the south side absorbed all the decrease in size. In addition, most performed subsequent to 1991 have relied on this monument as the location of the north quarter corner.

3. However, the 1977 monument location was held for the purposes of locating the following three parcels:
Parcel 1 of Statutory Warranty Deed recorded under AFN 418140
Parcel 2 of Statutory Warranty Deed recorded under AFN 201410160051
Parcel 3 of Statutory Warranty Deed recorded under AFN 201410160051

4. In addition, other monuments and fence lines were used to help confirm the boundaries of said Short Plat.
The west quarter corner of Section 27 recorded on said Auditor's File Number 48940 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 said 1-1/4 inch iron pipe was found and accepted as said west quarter corner.

5. The county road right of way for Rescer Creek Road has been defined differently by various plats along Rescer Creek Road. After contacting Kititas County and doing independent research we found no specific description of said right of way. Therefore with no other evidence for this survey, the centerline of the county road known as Rescer Creek was defined in the northeast quarter of the east 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 48940.

6. The remaining property is identified on Sheet 1 of 7 of this plat as per the property description contained herein. However, the owner of said property owns addition adjoining property in this general area.

7. The Kititas County Auditor Combined Parcel F, Parcel G, and Parcel H into one County Tax Parcel - Tax Parcel 11802.
Areas denoted with Note 14 should be vacated by the Kititas County Commissioners because it is excess property relative to the road right-of-way needs. In order to accomplish this each of the applications is returned to complete a vacation application application by the Kititas County Commissioners and approved by said County Commissioners.

O R I G I N A L

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

TRACT 1:
That portion of the Northwest Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East, W.M., in the County of Kititas, State of Washington, EXCEPTING THEREFROM:
The Northwest Quarter of the Northwest Quarter of Section 27, in Township 18 North, Range 18 East, W.M., in the County of Kititas, 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 22 West, 875 feet; thence North 22 West, 79.8 feet; thence East 893.76 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).
TRACT 2
The Northwest Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East, W.M., in the County of Kititas, State of Washington, EXCEPT that portion thereof lying on the right-of-way of the channel of Rescer Creek as located on October 3, 1987.

AND
All that portion of the Southwest Quarter of the Northwest Quarter of Section 17, Township 18 North, Range 18 East, W.M., in the County of Kititas, State of Washington, lying North and West of the center line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

TRACT 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 Kititas County, Washington, EXCEPTING any portion of said Parcels F and G, lying within the COMBAY SHORT PLAT, Kititas County, Short Plat No. 201410160051 recorded under Auditor's File Number 201410160051, records of Kititas County, State of Washington.

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

N O T I C E

L I N E T A B L E

LINE	BEARING	DISTANCE
L1	S 89°30'21" E	116.84
L2	N 89°30'21" W	116.84
L3	S 09°18'41" E	139.02
L4	N 09°18'41" W	139.02
L5	S 89°30'21" E	56.99
L6	N 09°28'39" E	56.99
L7	S 89°30'21" E	16.28
L8	S 02°45'32" E	313.80
L9	S 02°35'10" E	179.84
L10	S 02°36'26" E	162.89
L11	S 02°16'10" E	16.79
L12	S 02°16'10" E	16.79
L13	N 09°18'41" E	146.18
L14	N 09°18'41" E	146.18
L15	N 28°30'07" E	49.87
L16	N 28°30'07" E	49.87
L17	N 78°42'25" E	10.33
L18	N 78°42'25" E	10.33
L19	N 19°20'59" E	28.07
L20	N 19°20'59" E	28.07
L21	N 26°40'51" W	130.05
L22	N 26°40'51" W	130.05
L23	N 10°21'53" E	136.08
L24	N 10°21'53" E	136.08
L25	N 26°13'17" E	90.11
L26	N 26°13'17" E	90.11
L27	N 53°28'35" E	89.88
L28	N 53°28'35" E	89.88
L29	N 44°28'13" E	13.34
L30	N 44°28'13" E	13.34

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



WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hudson Place, Moses Lake, Washington
1(509)766-1044 Fax(509)765-1259
Surveyed by **LCU INC.** Scale 1" = N/A
Drawn by **LCU INC.** Sheet 6 of 7
Checked by **FCS** Project No. 18146

INSTRUMENT USED
Trimble R10 GPS
Resolvers
Troyer's Closure
Mars Simonsds Per
WAC 352-150-080

INDEXING DATA
S27 T18N R18E

17/188

File -- Project Desc: S:\18146\18146 DIV 5\18146 MP3.pro (Plotted - Jan 27, 2020)



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

I HERBERY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I approve this plat.

Dated this 27th day of February A.D., 2020.

Mark L. Cook
Kittitas County Engineer

HEALTH DEPARTMENT

I HERBERY 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 27th day of February A.D., 2020.

Robert M. Stiles
Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

I HERBERY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I find that it conforms to the Comprehensive Plan of the Kittitas County Planning Commission.

Dated this 13th day of February A.D., 2020.

Robert M. Stiles
Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HERBERY CERTIFY that the taxes and assessments are paid for the preceding years for the lots shown on this plat. The plat is now on file in the office of the Treasurer.

Dated this 27th day of February A.D., 2020.

Robert M. Stiles
Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

I HERBERY CERTIFY that the Palomino Fields Plat - Division V, has been examined by me and I find that the same is in an acceptable condition for platting. Parcel No. 980975 and 980976.

Dated this 11th day of February A.D., 2020.

Robert M. Stiles
Kittitas County Assessor

BOARD OF COUNTY COMMISSIONERS

Examined and approved this 27th day of February A.D., 2020.

Robert M. Stiles
Chairperson

Mark L. Cook
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 utility plat subdivision survey and as such is not intended to show or define it except to show all easements and encumbrances.

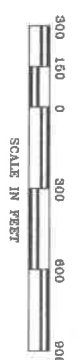
This survey was prepared for the exclusive use of the person, persons, or entity named in the dedication herein. Said certificate does not constitute a warranty of accuracy without an expressed recertification by the Surveyor naming said person.

BASIS OF BEARINGS

The bearing for the east boundary line of the Northwest quarter of Section 27 equal Cause & Nelson's bearing of South 07°15'55" East for the Northwest quarter of Section 27, East D. Property survey found under Kittitas County's Auditor File No. 189702200014

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 86°30'07" E	49.87'
L2	N 78°12'25" E	10.33'
L3	N 19°20'55" E	26.07'
L4	N 26°40'51" W	130.02'
L5	N 10°22'53" E	135.08'
L6	N 26°12'14" E	90.11'
L7	N 53°28'35" E	89.88'
L8	N 44°28'10" E	13.54'
L9	N 28°00'00" E	24.10'
L10	N 52°00'00" E	50.00'



AUDITOR'S CERTIFICATE

I have for record this 27th day of February A.D., 2020, at 11:21 PM in Book 13 of Plat at Page 1, 86, under Auditor's File Number 202002250022, at the request of Western Pacific Engineering & Survey, Inc.

David V. Pitt
County Auditor

Robert M. Stiles
Deputy County Auditor

SURVEYOR'S CERTIFICATE

I hereby certify that the Palomino Fields Plat - Division V is a replat of the Palomino Fields Plat - Division II and is in accordance with the laws of the State of Washington and the rules and regulations of the Board of Surveyors of the State of Washington. 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.

Frederick C. Skinner
Frederick C. Skinner, P.E., P.L.S.
Washington Land Surveyor No. 12483
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)765-1288
Services in Washington and Idaho

ICU, INC.

Surveyed by LMH Scale 1" = 300'
Drawn by Tml/FCS Sheet 1 of 4
Checked by FCS Project No. 18146

INSTRUMENTS USED

- Trimble R10 GPS
- Receiver
- Traverse Closure
- Metal Standards Per WAC 332-130-090

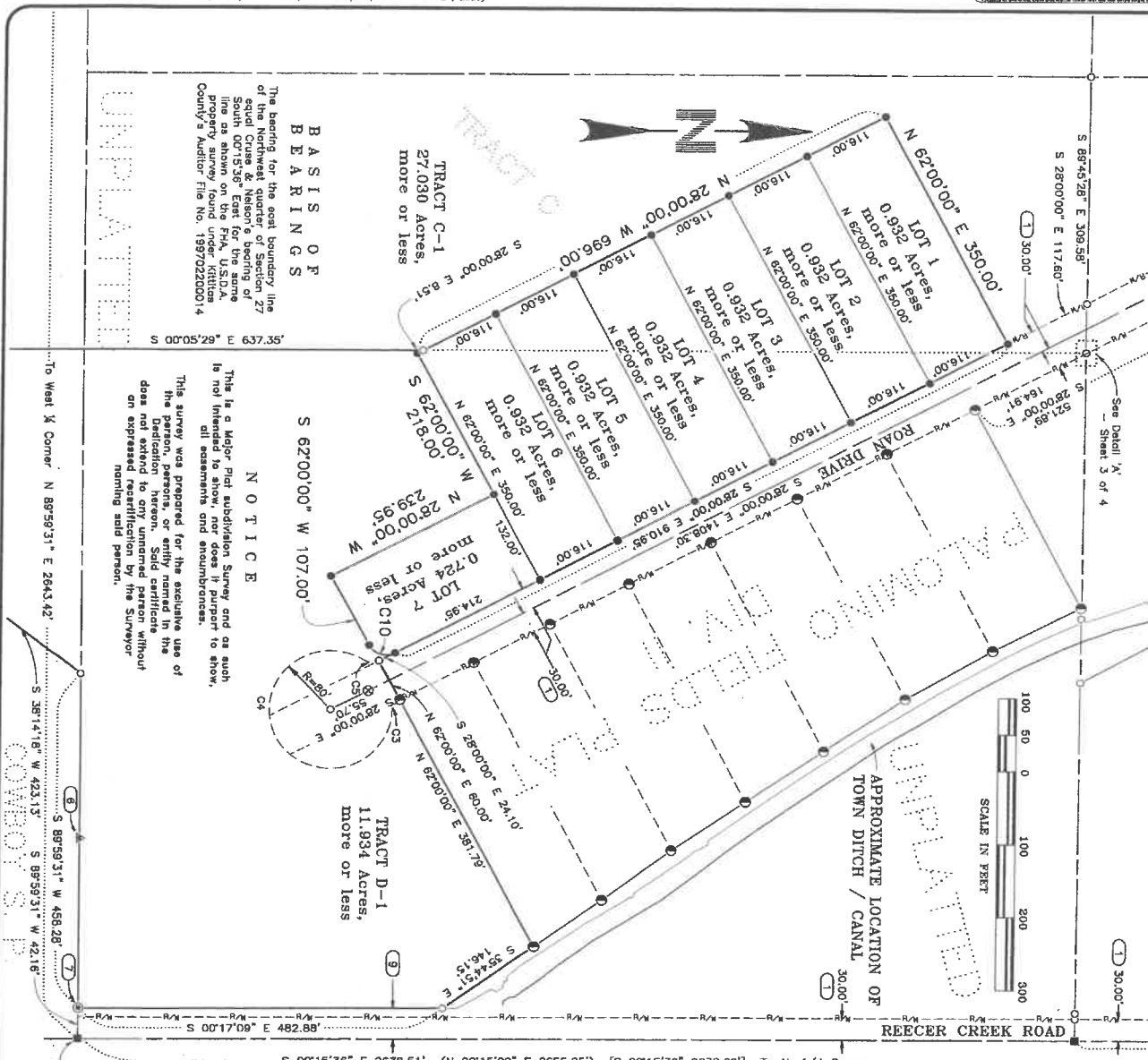
INDEXING DATA

S27 T18N R18E

12/09

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.
KITITAS COUNTY, WASHINGTON



BASIS OF BEARINGS
The bearing for the east boundary line of the Northwest quarter of Section 27 of the Northwest 1/4 of the NW 1/4 of the South 00'15'36" East for the same line as shown on the FIA, U.S.D.A. Property survey found under Kititas County's Auditor File No. 15970220014

NOTICE
This is a Major Plat subdivision Survey and as such is not intended to show all easements and encumbrances. This survey was prepared for the exclusive use of the person, persons, or entity named in the plat. No other person, persons, or entity shall be bound by this survey without an expressed reclassification by the Surveyor naming said person.

Center of Section 27
S 38°14'18" W 423.13'
S 89°59'31" W 42.18'
S 89°59'31" W 458.28'
S 89°59'31" E 2843.42'



- LEGEND**
- 5/8" - inch iron pin with surveyor's cap marked 'LS 12491' monument set July, 2016
 - 1 - inch brass cap monument found September, 2016
 - 5/8" - inch aluminum surveyor's cap monument stamped Kititas County found September, 2016
 - ⊗ 2 - inch brass cap monument stamped 'LS 12491' 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 '16092' 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 149273' monument set July 11, 2017
 - ◆ 5/8" - inch iron pin with surveyor's cap marked 'LS 12491' monument found February, 2019
 - Calculated point only
 - no monument found or set
 - () Previously recorded information from Preston Short Plat, Short Plat A-22, and shown on drawing as Kititas Co. Short Plat No. 77-12, as found under Kititas County's AFN 418140
 - [] Previously recorded information from Record of Survey drawing as found under Kititas County's AFN 19970220014
 - [] Previously recorded information from Record of Survey drawing as found under Kititas County's AFN 19970220014
 - [] Previously recorded information from Statutory Western Ditch found under Kititas County's AFN 416786
- Note - See Sheet 3 of 4

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T(509)785-1025 F(509)785-1288
Services in Washington and Idaho

LCU, INC.
Scale 1" = 100'
Drawn by Tml/FCS Sheet 2 of 4
Checked by FCS Project No. 18146

INSTRUMENT USED
Trimble R10 GPS
Towers Closure
Meas Standards Ppr
WAC 352-150-090

INDEXING DATA
S27 118N R13E

12/11

PALOMINO FIELDS PLAT - DIVISION V

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

Receiving No.
LPF-19-00004
LP-07-00031

181827

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

- 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 Kiltitas Co. Auditor's File Number 418140, a monument was set with a 3-inch brass cap monument at the intersection of Reecer Creek Road and Bowers Road, a monument was set with a note that Kiltitas Co. Public Works will set a monument in a monument case with future road maintenance in the vicinity. The location of these two monuments differ by 28.24 feet.
- The 3-inch brass cap monument found at the intersection of Reecer Creek Road and Bowers Road was held to establish the north boundary of the northwest quarter of said section 27. By holding this monument property on the north side of this line had the fewest apparent negative impacts, while the property immediately on the south side absorbed all the consequences of the location of the monument as the location of the north quarter corner.
- However, the 1977 monument location was held for the purposes of locating the following three parcels:
Kiltitas Co. Short Plat No. A-22 recorded under AFN 418140
Tract 1 of Statutory Warranty Deed recorded under AFN 201410160051
Tract 2 of Statutory Warranty Deed recorded under AFN 201410160051
- In addition, other monuments and fence lines were used to help confirm the boundaries of said Short Plat.
- The west quarter corner of Section 27 recorded on said Auditor's File Number 418140 was located by the surveyor on an adjacent survey to west, a 1-1/4 inch iron pipe line was accepted as said west quarter corner. During this survey said 1-1/4 inch iron pipe was found and accepted as said west quarter corner.
- The county road right of way for Reecer Creek Road has been defined differently by various plats giving Reecer Creek Road. After contacting Kiltitas County and doing independent records research we found no specific description of said right of way other than the previously recorded plats. Therefore with no other evidence, for this survey, the line of the county road from a Reecer Creek was defined in the north-south road 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.
- The remaining exterior property boundary lines are identified on the Short Plat as in the property description contained herein. However, the owner of the property and property adjoining property in this general area.

D E D I C A T I O N S

DEDICATION KNOW ALL MEN by these presents, CLE ELUM PINES WEST, LLC, a Washington Limited Liability Company, do hereby declare this plat and dedicate to the public forever all roads and ways hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways and the right to catch where water might take a natural course, all drainage waters on any lot or lots shall be shown hereon. Following original reasonable grading of roads upon any public road right-of-way, or to hamper proper drainage, any enclosing of drainage waters in culverts or drains for the holding thereof, across any lot, shall be undertaken by or such owner.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____ day of _____, A.D. 2020, CLE ELUM PINE WEST, LLC, a Washington Limited Liability Company

President
CLE ELUM PINES WEST, LLC

DEDICATION KNOW ALL MEN by these presents, CLE ELUM PINES EAST, LLC, a Washington Limited Liability Company, do hereby declare this plat and dedicate to the public forever all roads and ways hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, and the right to catch where water might take a natural course, all drainage waters on any lot or lots shall be shown hereon. Following original reasonable grading of roads and ways hereon, no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way, or to hamper proper road drainage, any enclosing of drainage waters in culverts or drains for the holding thereof, across any lot, shall be undertaken by or such owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, A.D. 2020, CLE ELUM PINE EAST, LLC, a Washington Limited Liability Company

President
CLE ELUM PINES EAST, LLC

A C K N O W L E D G E M E N T S

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this day, _____ of _____, A.D. 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the president of CLE ELUM PINE WEST, LLC, 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 he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS My hand and official seal the day and year first written.

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

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this day, _____ of _____, A.D. 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the president of CLE ELUM PINE EAST, LLC, 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 he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS My hand and official seal the day and year first written.

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

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this day, _____ of _____, A.D. 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the president of CLE ELUM PINE WEST, LLC, 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 he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS My hand and official seal the day and year first written.

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

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this day, _____ of _____, A.D. 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the president of CLE ELUM PINE EAST, LLC, 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 he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS My hand and official seal the day and year first written.

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

N O T I C E

This is a Major Plat subdivision 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 use of the person, persons, or entity named in the Dedication hereon. Said certificate does not extend to any unnamed person without an expressed reification by the Surveyor naming said person.



WESTERN PACIFIC ENGINEERING & SURVEY A TERRA DEVELOPMENT SERVICES CORPORATION 1328 E. Hunter Place, Moses Lake, Washington 14(509)765-1023 F:(509)765-1298 <small>Services in Washington and Idaho</small>		ICU, INC. Scale 1" = N/A Drawn by Tml/FCS Sheet 4 of 4 Checked by FCS Project No. 18146																									
INSTRUMENT USED Trimble R10 GPS Receivers Traverse Closure Meala Standards Per WAC 352-130-080	INDEXING DATA <table border="1"> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> </table> 527 T18N R18E																										

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

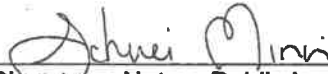


PATRICK D. DENEEN, Manager

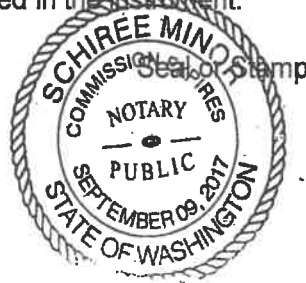
State of Washington
County of Kittitas;

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 Mironi
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 G 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>SPA</u> REPRESENTING <u>DR. HORTON</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 \$53.00 Page 1 of 12 Contract CITY EBURG Kittitas County Auditor</p> <p style="text-align: center;"></p>
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Return To:
Shawnté Anderson
12931 NE 126th pl
Kirkland, 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 Westhalf 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
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

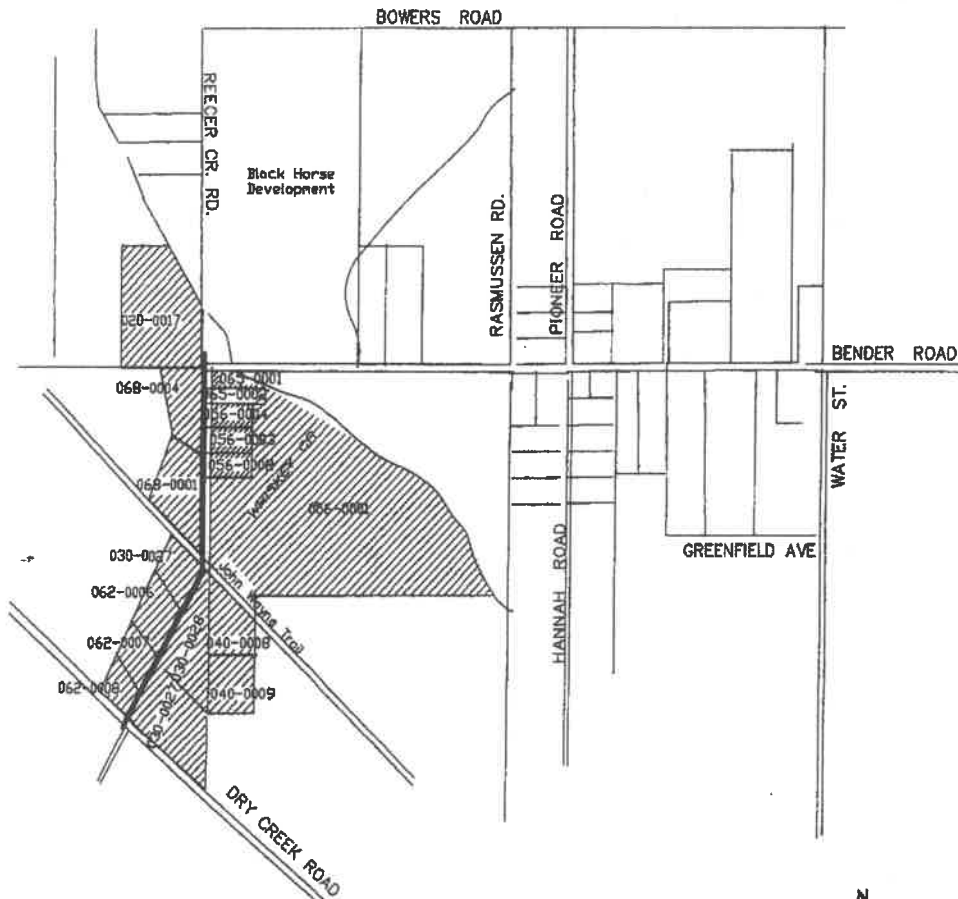
 Reecer Creek and Bender Road
 8" to 12" Water Main

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

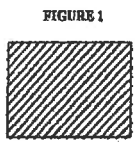


FIGURE 1
BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA FOR
SEWER SYSTEM

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



Reimbursement Area @



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





Figure 3

BLACK HORSE DEVELOPMENT REIMBURSEMENT AREA SUBJECT TO JOHN WAYNE EASEMENT COST

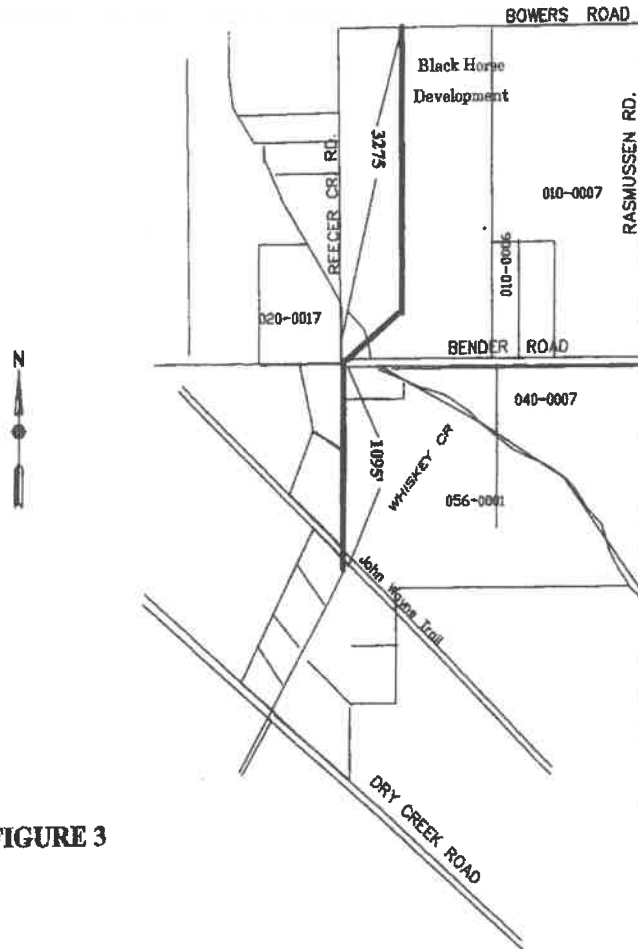


FIGURE 3

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

6-121

200410040031
6/202

VICINITY MAP

APPROVALS

KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS
EXAMINED AND APPROVED THIS 11th DAY OF August, A.D. 2004
[Signature]
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

KITITAS COUNTY HEALTH DEPARTMENT
PRELIMINARY INSPECTION INDICATED THE CONDITIONS MAY ALLOW USE OF SEWING TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRIES AT THE COUNTY HEALTH DEPARTMENT ABOUT ISSUANCE OF SEWING TANK PERMITS FOR LOTS.

DATED THIS 11th DAY OF August, A.D. 2004
[Signature]
KITITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR
I HEREBY CERTIFY THAT THE COWBOY 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]
KITITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITITAS COUNTY TREASURER
I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THIS PLAT IS NOW TO BE FILED.
PARCEL NO. 18197200014

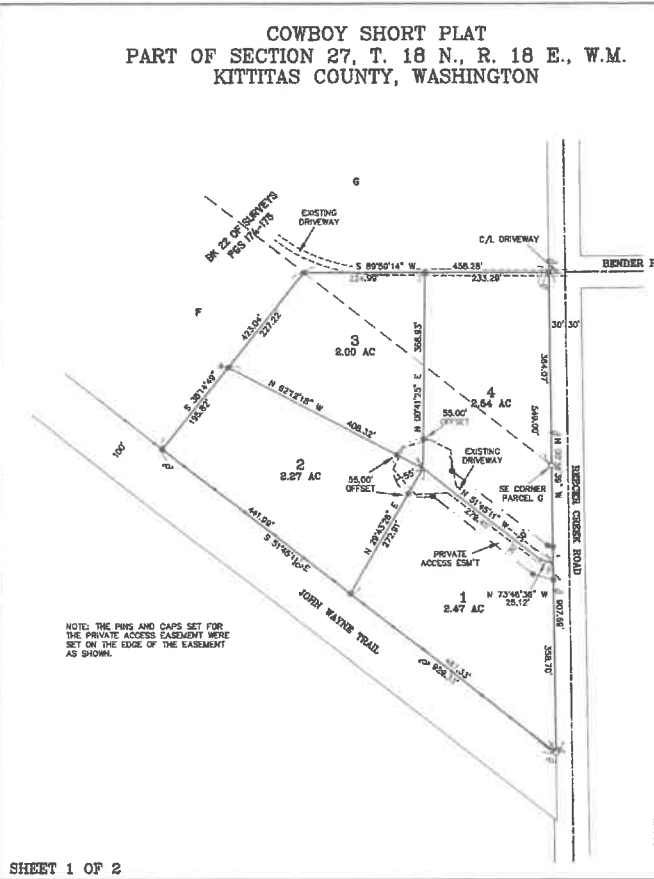
DATED THIS 11th DAY OF August, A.D. 2004
[Signature]
KITITAS COUNTY TREASURER

NAME AND ADDRESS - ORIGINAL TRACT OWNERS
NAME: GREAT ROUND-UP COWBOY CHURCH
ADDRESS: P.O. BOX 879
ELLENBURG, WA 99028
PHONE: (509) 833-2500

EXISTING ZONE: SUBURBAN
SOURCE OF WATER: INDIVIDUAL WELLS
SEWER SYSTEM: SEWING TANKS
NOTE: HAD TYPE OF ACCESS: NOT PRIVATE ACCESS EMT

NO. OF SHORT PLATTED LOTS: FOUR (4)
SCALE: 1" = 100'

SUBMITTED ON: _____
AUTOMATIC APPROVAL DATE: _____
RETURNED FOR CHANGE ON: _____



RECORDING NO. 200410040031

SP-04-04

(1/8 INCH) = 100 FT.

LEGEND

- SET 5/8" REBAR W/ YELLOW CAP = "CRUISE 18079"
- 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, 1987, IN BOOK 228 OF SURVEYS, PAGES 174 AND 175, UNDER AUDITOR'S FILE NO. 18197200014 RECORDED IN 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 80°27'30" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL G, 364.07 FEET TO THE TRUE POINT OF BEGINNING FOR SAID DESCRIBED LINE, THENCE SOUTH 82°52'14" WEST, 458.28 FEET; THENCE SOUTH 30°44'48" 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 4th day of October, 2004, at 12:13 P.M., in Book G of Short Plats at page(s) 243 of the record of Deeds & Mortgages.

DAVID B. BROWN, Auditor
KITITAS COUNTY

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me, or under my direction, in conformity with the requirements of the Survey Recording Act of the request of the GREAT ROUND-UP COWBOY CHURCH in FEBRUARY of 2004.

[Signature]
CHARLES A. CRUISE, JR.
Professional Land Surveyor
License No. 18079
8-11-04
DATE

CRUISE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 869
Ellensburg, WA 99028 (509) 923-8242

COWBOY SHORT PLAT

6-203

200410040031

G/203

COWBOY SHORT PLAT
PART OF SECTION 27, T. 18 N., R. 18 E., W.M.
KITITITAS 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]
NAME: [Signature] TITLE: Corp. Sec.

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITITITAS

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 President AND Secretary RESPECTIVELY OF THE GREAT ROUND-UP COWBOY CHURCH, A WASHINGTON NON-PROFIT CORPORATION, AND RECOGNIZED 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 Ilwaco
MY COMMISSION EXPIRES: 1/19/07



NOTES:

1. THIS SURVEY WAS PERFORMED USING A MINOM 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 AZIMUTH 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. PDR ROW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITITITAS COUNTY NOXIOUS WEED 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 23 OF SURVEYS, PAGES 174-175 AND THE SURVEYS REFERENCED THEREIN.
5. BY KITITITAS 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 KITITITAS COUNTY ROAD STANDARDS.
9. ACCORDING TO RCW 12.50.30 (MADRID'S) SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE NODOT STANDARD DRAWINGS H-12 SHEET 1-3.
10. KITITITAS 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 (EXPANDING ALONG THE NORTH PROPERTY LINES OF LOTS 3 AND 4), THE EXISTING DRIVEWAY SHALL BE REALIGNED TO MEET THE ALIGNMENT OF THE REEZER CREEK/BENDER INTERSECTION.
12. AN 8" WATER LINE FOR IRRIGATION FRANCHISE (UNRECORDED) EXISTS WITHIN THE RIGHT OF WAY OF REEZER 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] [Signature]
ROGER S. HEAD SUSAN E. HEAD

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF Skamania

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 Union Gap
MY COMMISSION EXPIRES: 1/19/07



AUDITOR'S CERTIFICATE

Filed for record this 4th day of October, 2004, at Ilwaco, O.R., in Book O of Short Plats of page(s) 203 of the records of Cruse & Associates.

DAVID S. BOWEN
KITITITAS COUNTY

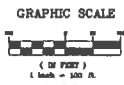


CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 869
Bellingham, WA 98228 (509) 862-8642
COWBOY SHORT PLAT

23-4

1997/10/5000

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



LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - CRUSE 18078
- FOUND PIN & CAP
- A— FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-30 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. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR CORNER DOCUMENTATION AND BASIS OF BEARINGS, SEE BOOK 17 OF SURVEYS, PAGE 103, RECORDS OF WATKINS 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 2:18 P.M., in Book 23 of Surveys of page(s) 5 at the request of Cruse & Nelson.

BEVERLY M. ALLENBROUGH BY: Pratt, deputy
WATKINS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

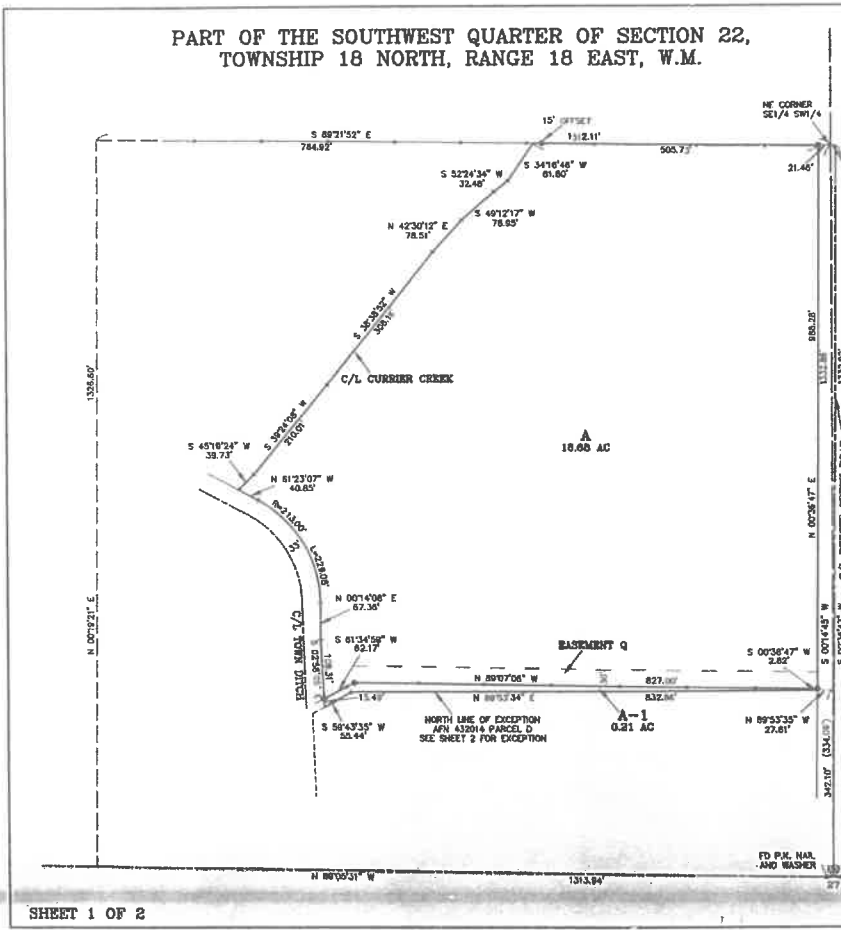
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of GENE SPURLING in OCTOBER of 1997.

Charles A. Cruse, Jr.
CHARLES A. CRUSE, JR.
Professional Land Surveyor
License No. 18078



OCTOBER 11, 1997
DATE

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
817 East Fourth Street P.O. Box 950
Wenatchee, WA 98090 (509) 625-4747
SPURLING PROPERTY



SHEET 1 OF 2

1997101691 23/4-5

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

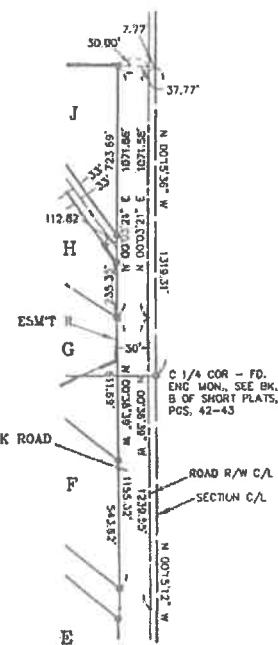
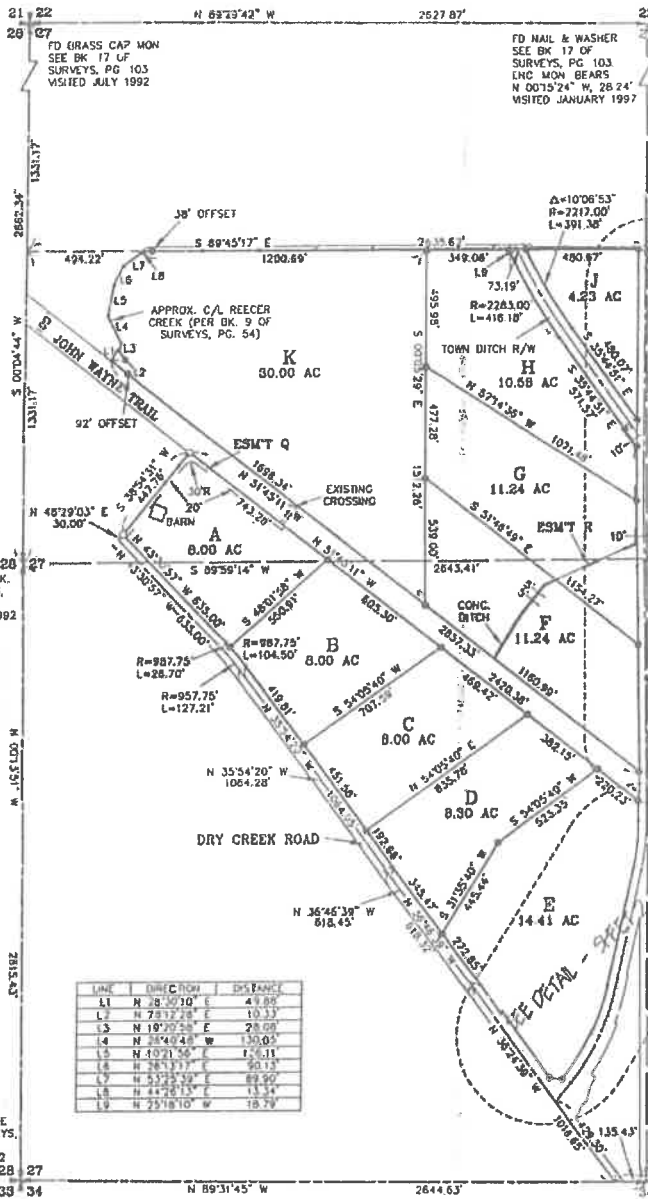
19970216.dwg

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	BEARING	DISTANCE
L1	N 8°50'10" E	41.85		
L2	N 7°37'28" E	10.11		
L3	N 19°22'58" E	25.00		
L4	N 28°44'44" W	15.00		
L5	N 10°21'55" E	12.01		
L6	N 26°17'37" E	20.13		
L7	N 53°25'52" E	89.90		
L8	N 44°20'15" E	13.34		
L9	N 25°18'10" W	18.79		

FD IRON PIPE, SEE BK 18 OF SURVEYS, PG. 150 VISITED JULY 1992

FD RR SPIKE, SEE BK. 18 OF SURVEYS, PG. 150 VISITED JANUARY 1997

X	X
X	X
X	X

SHEET 1 OF 2

AUDITOR'S CERTIFICATE
Filed for record this 20th day of FEBRUARY, 1997, at ELLensburg, W.M., in Book 22 of Surveys at page(s) 127, at the request of Cruse & Nelson
BEVERLY M. ALLENBAUGH BY [Signature]
MTRITAS 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 Surveyors Licensing Act at the request of ROBERT TERRELL in DECEMBER of 1995
[Signature]
DAVID P. NELSON
Professional Land Surveyor
FEBRUARY 20, 1997
DATE
License No. 186492



CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98928 (509) 925-4747
FARMERS HOME ADMINISTRATION,
U.S.D.A PROPERTY

11 11 117

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



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 20'± NORTHERLY OF THE NAIL AND WASHER SHOWN HEREON FOR THE NORTH 1/4, IS THE SAME 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 121-122 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 121-122 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 121-122 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 121-122 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 121-122 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 121-122 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 121-122 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 121-122 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 121-122 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 121-122 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.

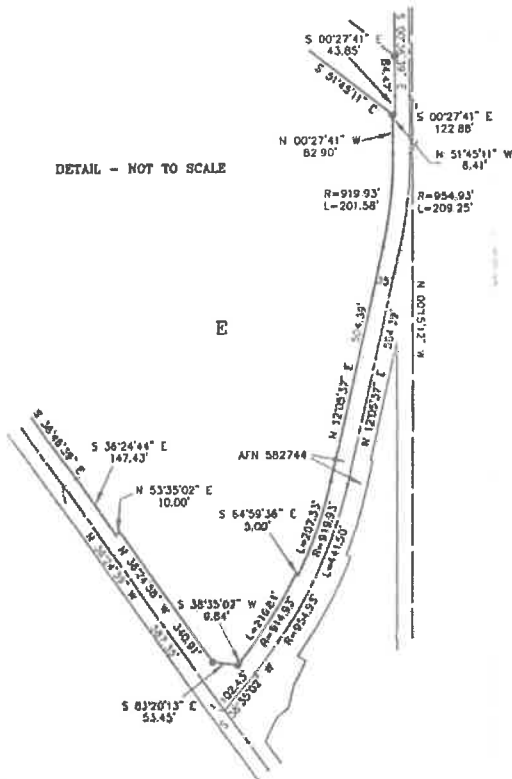
EASEMENT Q

EASEMENT Q AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 121-122 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 121-122 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

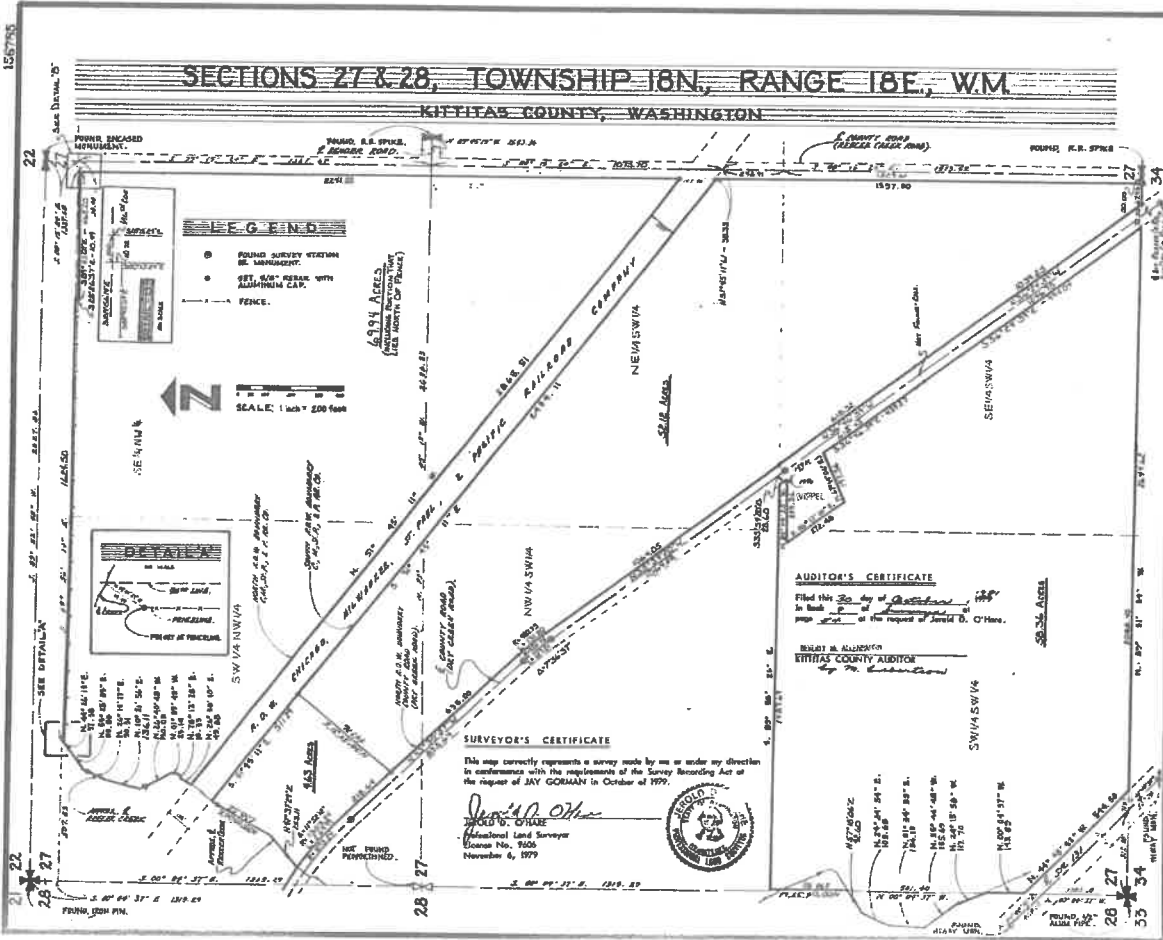
AUDITOR'S CERTIFICATE
 Filed for record this 20TH day of FEBRUARY, 1997, at _____ C.M., in Book 22 of Surveys of page(s) 121-122 at the request of _____ of Nelson.
 BEVERLY M. ALLENBAUGH
 KITITAS COUNTY AUDITOR

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 at the request of _____
 DAVID P. NELSON
 Professional Land Surveyor
 DATE FEBRUARY 20, 1997
 License No 12222



CRUSE & NELSON
 PROFESSIONAL LAND SURVEYORS
 217 East Fourth Street P.O. Box 959
 Ellensburg, WA 98828 (509) 925-4747
 FARMERS HOME ADMINISTRATION,
 U.S.D.A PROPERTY

19170224014



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

LEGEND

- FOUND SURVEY STATION OR MONUMENT
- SET 1/2" IRON NAIL WITH ALUMINUM CAP
- FENCE

SCALE: 1 inch = 200 feet

DETAILS

SEE DETAIL 'A' FOR FULL DESCRIPTION OF THIS PROPERTY

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me in order my direction in accordance with the requirements of the Survey Recording Act of the request of JAY GORMAN in October of 1979.

David R. O'Hare
DAVID R. O'HARE
 Professional Land Surveyor
 License No. 7526
 November 4, 1979



AUDITOR'S CERTIFICATE

Filed this 20th day of October 1979
 in Book P of Kittitas County
 page 22 of the request of David D. O'Hare.

BRUCE M. ALLENBY
 KITTITAS COUNTY AUDITOR

U&P Pg 57

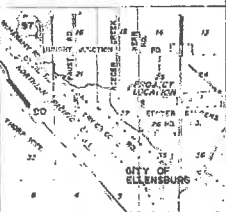
newly

MEYER'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 Mr. Leroy J. Preston in August 1977.

Lester C. Meyer
 Frederick C. Shiner, P.E. & S.
 Washington Field Surveyor # 12491

VICINITY MAP
 SCALE 3/4" = 1 MILE



KITITAS CO. SHORT PLAT NO. 77-12

A PORTION SECTION 27, T21N, R10E, W1E, 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. 412110

PLANNING DEPT.
 THIS SHORT PLAT MEETS ALL MINIMUM
 REQUIREMENTS AND IS IN ACCORDANCE WITH THE
 KITITAS COUNTY SUBDIVISION ORDINANCE
 ALL RECORDS OF THIS PLAT WILL BE
 MAINTAINED IN THE PLANNING DEPT.

John J. O'Neill 11-15-77
 PLANNING DIRECTOR DATE

HEALTH DEPT.
 PRELIMINARY INSPECTION INDICATES THAT CON-
 DITIONS MAY ALLOW USE OF SEPTIC
 TANKS AS A YACHTLAND USE OF SEWAGE
 DISPOSAL FOR HOME BUT NOT NECESSARILY
 ALL OUTLETS SITES WITHIN THIS SHORT
 PLAT. PROSPECTIVE PURCHASERS OF LOTS
 ARE URGED TO MAKE INQUIRY AT THE
 COUNTY HEALTH DEPT. AT THE OFFICE
 OF SEPTIC TANK PERMITS FOR SEPTIC LOTS

COUNTY ENGINEER
 ADEQUATE PROVISION HAS BEEN MADE
 FOR ROADS SERVICE 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 HEREIN TO BE LEVIED AGAINST
 THE SHORT PLATTED PROPERTY DESCRIBED
 HEREON, ACCORDING TO THE BOOKS
 AND RECORDS OF MY OFFICE, HAVE
 BEEN FULLY PAID AND DISCHARGED.

John J. O'Neill 11-15-77
 COUNTY ENGINEER DATE

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 15th DAY OF 1977
 AT THE REQUEST OF:
 AUDITOR'S FEE NO. A-22 2/16/77
 DEPUTY COUNTY AUDITOR

NAME & ADDRESS ORIGINAL TRACT OWNER
 LEROY J. PRESTON
 RT 4, BOX 81, ELLensburg, PHOENIX 382-283
 EXISTING ZONING AGRICULTURE
 SOURCE OF WATER WELL
 SEWAGE SYSTEM SEPTIC TANK & DRAINFIELD
 IRRIGATION SYSTEM CASCADE DITCH
 WIDTH & TYPE OF ACCESS EXISTING
 COUNTY ROAD (NEESEE CREEK ROAD)
 NO. OF SHORT PLATTED LOTS 4
 SUBMITTED ON: RECEIPT
 RETURN FOR CAUSE ON:
 APPROVAL DATE:

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

LEGAL DESCRIPTION

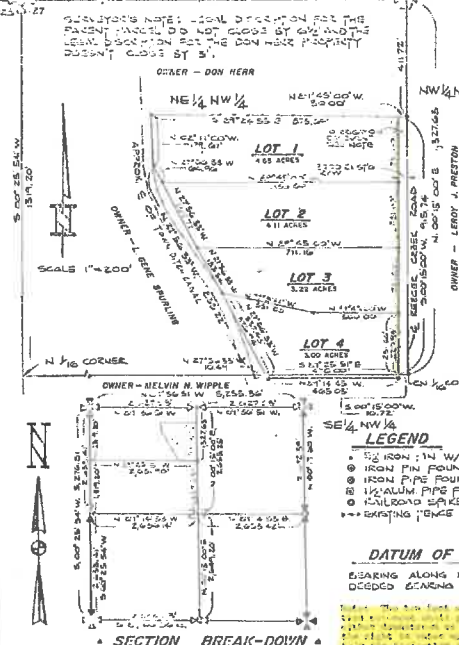
That Portion of the Northwest Quarter of the North 1/4 Quarter of the Southwest Quarter of Section 27, Township 21 North, Range 10 East, W.M., County of Kittitas, State of Washington, is described as follows:
 A tract of land bounded by a line beginning at the Northeast corner of the Northwest quarter of said section; thence South 60°15'00" West along the East boundary line of said quarter a distance of 111.72 feet; thence North 27°56'33" West a distance of 30.00 feet to the Western right-of-way boundary line for the county road known as Neesee Creek, said point being the True Point of Beginning; thence South 60°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 North-east quarter of the Northwest quarter of said section; thence South 80°15'00" West along the Western boundary line of said county road a distance of 10.72 feet; thence North 89°16'45" West a distance of 465.05 feet; thence North 27°56'33" West a distance of 10.49 feet to the Southern boundary line of the Northwest quarter of the Northwest quarter of said section; thence North 27°56'33" West a distance of 133.22 feet; thence North 02°11'00" West a distance of 179.61 feet; thence South 89°24'55" 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
Gretchen C. Preston
John J. O'Neill
Edna O'Neill

STATE OF WASHINGTON } This is to certify that on this 28th
 COUNTY OF KITITAS } day of August, 1977, before me the
 undersigned a notary public personally
 appointed 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 declaration 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 Ellensburg, Washington, residing
 at Ellensburg, Washington.



Proj. No. 100.77

28-11