

## Preliminary Development Plan Requirements

### Exhibit #4.

17.36.030 2. Legal description of the subject property including section, township, range, parcel numbers and number of acres;

Palomino Trails  
Planned Unit Development Application

All of the property is located within Township 18N Range 18E and Sections 28 and 22.

Parcel ID: 621033  
Map Number: 18-18-28000-0040  
Acres Recorded: 192.16

Parcel ID: 12586  
Map Number: 18-18-22030-0010  
Acres Recorded: 54.36

# CHICAGO TITLE INSURANCE COMPANY

**Policy No. 72156-46568922**

## GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: November 8, 2018

Issued by:  
AmeriTitle, Inc.  
101 W Fifth Ave.  
Ellensburg, WA 98926  
(509)925-1477



Authorized Signer

CHICAGO TITLE INSURANCE COMPANY



By: 

President

ATTEST  


Secretary

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

Subdivision Guarantee Policy Number: 72156-46568922

# **SUBDIVISION GUARANTEE**

Order No.: 268646AM  
Guarantee No.: 72156-46568922

Liability: \$1,000.00  
Fee: \$350.00  
Extra Section Charge:\$150.00  
Tax: \$41.50

Dated: November 8, 2018

Your Reference: Teanaway Ridge LLC

Assured: Teanaway Ridge LLC, a Washington limited liability company

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

See attached Exhibit 'A'

Title to said real property is vested in:

Teanaway Ridge LLC, a Washington limited liability company

**END OF SCHEDULE A**

Subdivision Guarantee Policy Number: 72156-46568922

**(SCHEDULE B)**

Order No: 268646AM  
Policy No: 72156-46568922

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. 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: 2018  
Tax Type: County  
Total Annual Tax: \$907.49  
Tax ID #: 12586  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$453.75  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2018  
Second Installment: \$453.74  
Second Installment Status: Paid  
Second Installment Due/Paid Date: October 31, 2018  
Affects: Tract 1

Subdivision Guarantee Policy Number: 72156-46568922

5. Tax Year: 2018  
Tax Type: Irrigation  
Total Annual Tax: \$413.06  
Tax ID #: 12586  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$206.53  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2018  
Second Installment: \$206.53  
Second Installment Status: Paid  
Second Installment Due/Paid Date: October 31, 2018  
Affects: Tract 1
6. Tax Year: 2018  
Tax Type: County  
Total Annual Tax: \$5,324.59  
Tax ID #: 621033  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$2,662.30  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2018  
Second Installment: \$2,662.29  
Second Installment Status: Paid  
Second Installment Due/Paid Date: October 31, 2018  
Affects: Tract 2
7. 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.
8. 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.
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: Chicago, Milwaukee and St. Paul Railway Company of Washington  
Purpose: Portable snow fences  
Recorded: May 4, 1907  
Instrument No.: 18471  
Book 14 of Deeds, Page 614  
Affects: The Northeast Quarter of Section 28

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: Charles H. Dunning  
Purpose: Irrigation ditch  
Recorded: March 19, 1908  
Instrument No.: 20824  
Book 16 of Deeds, Page 489  
Affects: The Southeast Quarter of the Southeast Quarter of Section 28

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, its successors and assigns  
Purpose: Poles with the necessary wires and fixtures thereon  
Recorded: January 9, 1926  
Instrument No.: 80185  
Book 43 of Deeds, Page 98  
Affects: South Half of the South Half of the Southeast Quarter of the Southwest Quarter of Section 22

Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. 278870.

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, its successors and assigns  
Purpose: Poles with the necessary wires and fixtures thereon  
Recorded: January 9, 1926  
Instrument No.: 80186  
Book 43 of Deeds, Page 99  
Affects: Northwest Quarter of the Southwest Quarter of Section 22

Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. 278870.

13. 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, its successors and assigns  
Purpose: Poles with the necessary wires and fixtures thereon  
Recorded: January 9, 1926  
Instrument No.: 80189  
Book 43 of Deeds, Page 102  
Affects: Southwest Quarter of the Southwest Quarter and Southeast Quarter of the Southwest Quarter of Section 22

Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. 278870.

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

Subdivision Guarantee Policy Number: 72156-46568922

Granted To: The Pacific Telephone and Telegraph Company, its successors and assigns  
Purpose: Poles with the necessary wires and fixtures thereon  
Recorded: July 19, 1929  
Instrument No.: 96447  
Book 47 of Deeds, Page 476  
Affects: Northwest Quarter of the Southwest Quarter of Section 22

Said easement was assigned to the Ellensburg Telephone Company, its successors and assigns, by instrument recorded September 21, 1959, in Volume 105, Page 33, under Auditor's File No. 278870.

15. 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 pipeline  
Recorded: August 8, 1948  
Instrument No.: 203021  
Book 79 of Deeds, Page 548  
Affects: Northeast Quarter of Section 28
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sount Power and Light  
Purpose: Electric line  
Recorded: September 29, 1966  
Instrument No's.: 333044 and 333045  
Affects: Portion of Section 28
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Ellensburg Telephone Company, a Washington corporation, its successors and assigns  
Purpose: Lines of communication  
Recorded: July 6, 1972  
Instrument No.: 376420  
Book 31 of Deeds, Page 323  
Affects: Southwest Quarter of the Southwest Quarter of Section 22
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Ellensburg Telephone Company, a Washington corporation, its successors and assigns  
Purpose: Lines of communication  
Recorded: July 6, 1972  
Instrument No.: 376421  
Book 31 of Deeds, Page 324  
Affects: Southeast Quarter of the Southwest Quarter of Section 22
19. At the request of the insured, we have agreed to eliminate any reference in the policy to issue as to the pendency of Yakima County Superior Court Cause No. 77-2-01484-5 on the agreed-upon understanding that there are no provisions in said policy which afford, or are intended to afford, insurance that there is a present or continuing right to use surface waters of the Yakima River  
Subdivision Guarantee Policy Number: 72156-46568922



Drainage Basin. The sole purpose of said paragraph appearing in our Guarantee was to advise the insured that such an action is pending of record and that judgment adjudicating such surface waters are being sought in accordance with the statutes of the State.

20. Amendment to Access Easement, including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Between: Mark L. Greene and Susanna R. Greene, husband and wife and Lorraine L. Spurling, individually and as the successor in interest to Lester G. Spurling  
Recorded: June 6, 2006  
Instrument No.: 200606060073
21. Declaration of Covenant for Well, 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: October 2, 2015  
Instrument No.: 201510020057
22. Declaration of Covenant for Well, 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: August 18, 2016  
Instrument No.: 201608180001
23. 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 Reecer, Currier and Spring Creeks, if it is navigable.
24. Any question of location, boundary or area related to the Reecer, Currier and Spring Creeks, including, but not limited to, any past or future changes in it.
25. 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.
26. Question to right of access related to the right to cross the town ditch as to that portion of subject property lying Northeasterly of town ditch in Section 22.

#### **END OF EXCEPTIONS**

#### **Notes:**

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring

Subdivision Guarantee Policy Number: 72156-46568922

by reason of reliance thereon.

Note No. 2: Note No. 2: 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: Ptn SW Quarter of Section 22, Township 18N, Range 18E, W.M and Ptn. SE Quarter of Section 28, Township 18N, Range 18E, W.M.

Note No. 3: It has come to our attention that there is a manufactured home situated on the land covered by this commitment. In order for the company to insure the manufactured home as a part of the land, the company will require:

- (a) A 'Statement of Intent to Declare Manufactured Home Real Property' be recorded.
- (b) Verification that the tax assessor will assess the mobile home as real property; and
- (c) A cancellation of the certificate of title by the Department of Motor Vehicles.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

**END OF GUARANTEE**

## EXHIBIT 'A'

File No. 268646AM

### Tract 1

The Southwest Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; EXCEPT the right of way of the canal of the Ellensburg Water Company (Town Ditch);

AND

That portion of the Northwest Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the West boundary line of the canal of the Ellensburg Water Company (Town Ditch);

AND

The Southeast Quarter of the Southwest Quarter of Section 22, in Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; EXCEPTING THEREFROM:

a) That portion of the following lying within said Section 22: 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.

b) Parcels A and A-1 of that certain Survey as recorded October 15, 1997, in Book 23 of Surveys, pages 4 and 5, under Auditor's File No. 199710150001, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

c) The right of way of the canal of the Ellensburg Water Company (Town Ditch).

d) Right of way for Reecer Creek County road.

### Tract 2

Subdivision Guarantee Policy Number: 72156-46568922

All of that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying Northeasterly of the right of way of State Highway P.S.H. No. 3 and West of the center line of Spring Creek.

AND

The Northeast Quarter and the North Half of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, EXCEPT:

1. That portion of the Northeast Quarter of the Northeast Quarter which is described as follows:

Beginning at the Northwest corner of said quarter of quarter section and running thence East 759 feet; thence South 173.25 feet; thence West 759 feet; and thence North 173.25 feet to the point of beginning.

2. Right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway, 100 feet in width.

3. Right of way of Northern Pacific Railway, 200 feet in width.

4. Right of way of State Highway, SSH No. 131.

5. That portion of the North Half of the Southeast Quarter lying South and West of the right of way of Burlington Northern Inc. Railroad.

6. That portion of the Southeast Quarter of the Northeast Quarter which is described as follows:

Beginning at the Northeast corner of said Section 28, thence South along the East boundary of said Section, 1642.16 feet to the South right of way boundary of the Chicago, Milwaukee, St. Paul and Pacific Railroad, at which point is the true point of beginning; thence South, 519.20 feet to the North right of way boundary of Dry Creek Road; thence North 66°48' West along said North right of way boundary 240.00 feet; thence North 27°26" East, 478.30 feet to the true point of beginning.

7. Right of way for County Road as conveyed to Kittitas County by Quit Claim Deed dated September 1, 1983, recorded October 7, 1983, under Auditor's File No. 474337.

AND

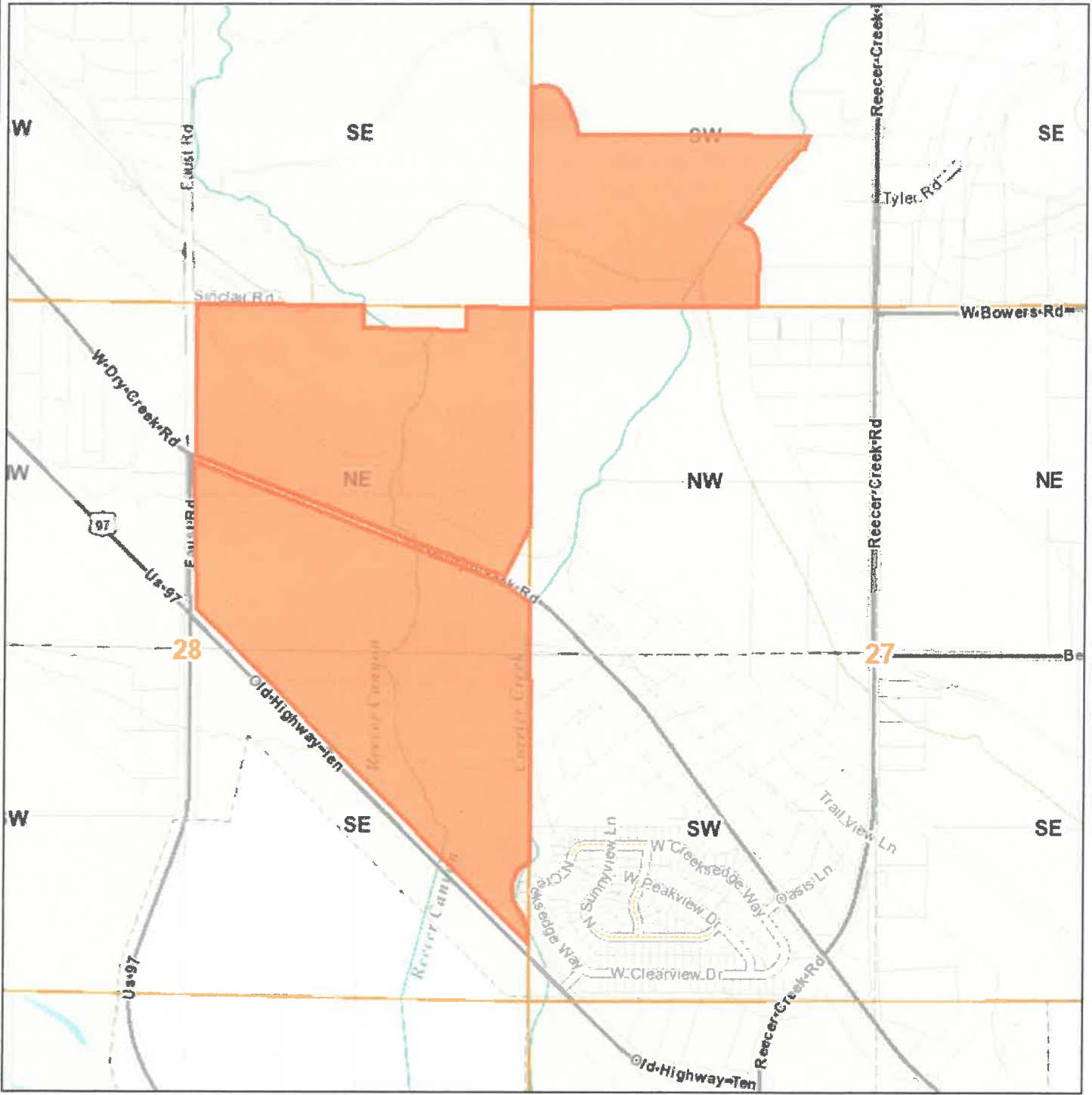
All that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, Subdivision Guarantee Policy Number: 72156-46568922

Washington, lying North and East of the Northeasterly boundary line of the State Highway as now located and constructed and West of the center line of the channel of Reecer Creek, as now located, and East of the centerline of Spring Creek;

EXCEPT Right of way for Faust and Dry Creek County Roads.

And EXCEPT a 1976 Allen Homes, Bon Prix, 24x64 manufactured home.

# 2516 W DRY CREEK RD



Date: 11/9/2018

1 inch = 1,505 feet  
Relative Scale 1:18,056

**Disclaimer:**  
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



**DECLARATION  
OF COVENANT**

I (we) the undersigned, owner(s) in fee simple of the land described herein hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, am (are the owner(s) in fee simple of (an interest to) the following described real estate situated in Kittitas County, State of Washington; to wit:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; EXCEPTING THEREFROM:

THAT PORTION OF THE FOLLOWING LYING WITHIN SAID SECTION 22: A TRACT OF LAND BOUNDED BY 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, 878 FEET; THENCE NORTH 59°50' EAST, 79.8 FEET; THENCE EAST 853.76 FEET; THENCE SOUTH 334.09 FEET TO THE POINT OF COMMENCEMENT.

PARCELS A AND A-1 OF THAT CERTAIN SURVEY AS RECORDED OCTOBER 15, 1997, IN BOOK 23 OF SURVEYS, PAGES 4 AND 5, UNDER AUDITOR'S FILE No. 1997101500001, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

THE RIGHT OF WAY OF THE CANAL OF THE ELLENSBURG WATER COMPANY (TOWN DITCH), CONTAINING 51.93 ACRES on which the grantor(s) owns and operates two wells and waterworks supplying water for public use located on said real estate, at:

Well "BIN651" is located approximately 167' west of the Town Ditch and approximately 246' north of the Bowers Road center line. And Well "BIN652" is located approximately 164' west of the Town Ditch and approximately 128' north of the Bowers Road center line.

And grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (one hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to 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.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this 17<sup>th</sup> day of August, 2016,  
Graptos \_\_\_\_\_ (Seal)

State of Washington  
County of Kittitas

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 17<sup>th</sup> day of August, 2016, personally appeared before me Patrick Densen to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

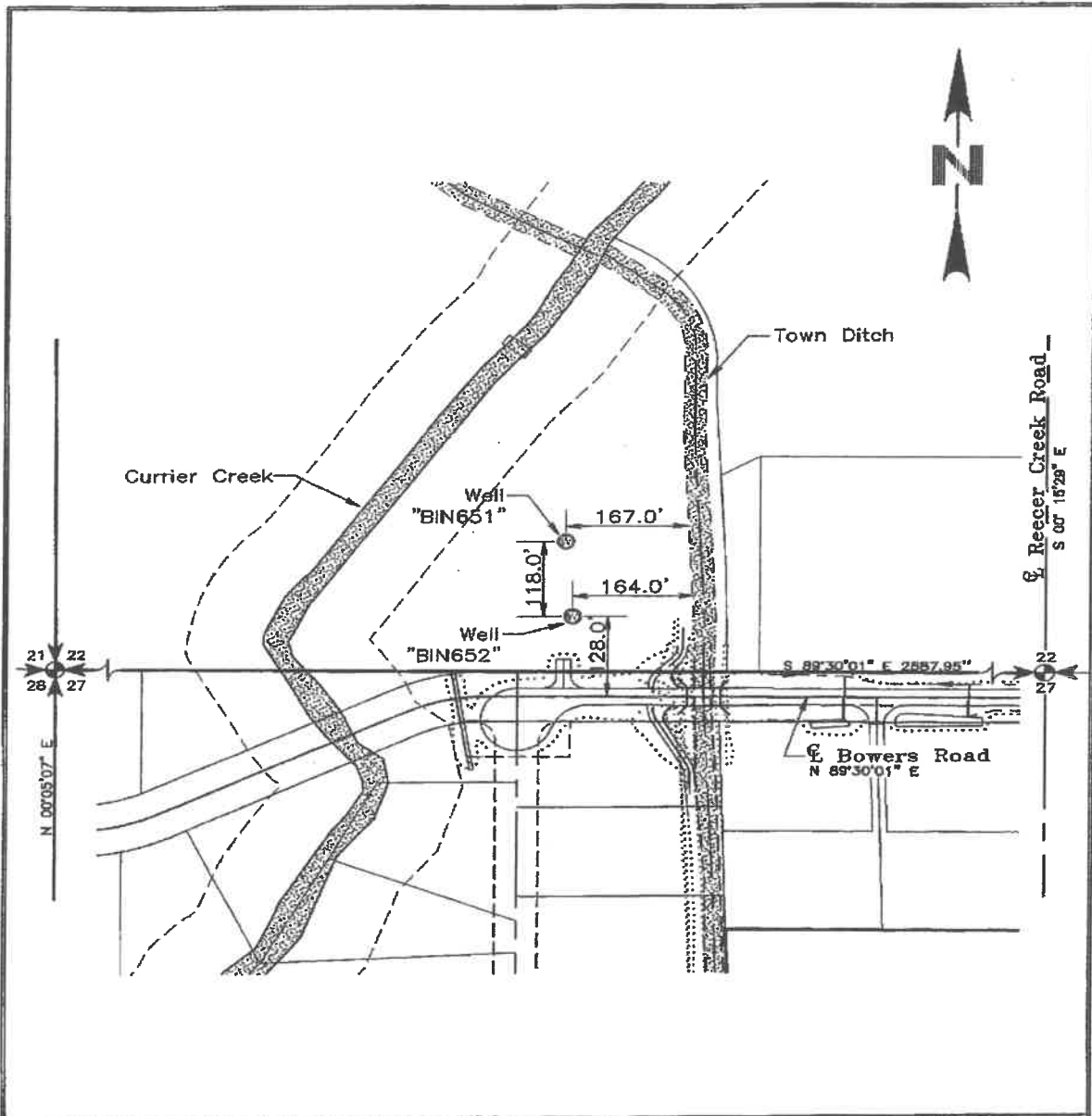
GIVEN under my hand and official seal the day and year last above written.




Printed Name: LeRae A. Gaidos

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

Commission Expires: 9/29/2019



<p><b>WESTERN PACIFIC ENGINEERING AND SURVEY, INC.</b>                  A TERRA DEVELOPMENT SERVICES COMPANY                  Pioneer Professional Center                  1328 Hunter Place, Moses Lake, WA 98837                  (509) 765-1023</p>		<p><b>Palomino Fields Water System</b>                  ELLENSBURG, WASHINGTON</p>	
	DRAWN BY: BNO CHECKED BY: NDN	DATE AUG, 2016	WPE PROJECT # 14453
		Scale: 1" = 200' PLATE NO.: 1	



Teaway Ridge LLC  
P.O. Box 808  
Cle Elum WA 98922

10/02/2015 04:42:54 PM

201510020057

\$72.00  
Covenants AMT  
Kittitas County Auditor

Page: 1 of 1

DECLARATION  
OF COVENANT

AMT \$72-

On this date, October 2, 2015, TEANAWAY RIDGE LLC (Grantor), the undersigned, owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

The Grantor herein, owns in fee simple the following described real estate situated in Kittitas County, State of Washington to wit:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; EXCEPTING THEREFROM:

THAT PORTION OF THE FOLLOWING LYING WITHIN SAID SECTION 22: A TRACT OF LAND BOUNDED BY 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, 878 FEET; THENCE NORTH 59°50' EAST, 79.8 FEET; THENCE EAST 853.76 FEET; THENCE SOUTH 334.09 FEET TO THE POINT OF COMMENCEMENT.

PARCELS A AND A-1 OF THAT CERTAIN SURVEY AS RECORDED OCTOBER 15, 1997, IN BOOK 23 OF SURVEYS, PAGES 4 AND 5, UNDER AUDITOR'S FILE No. 1997101500001, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

THE RIGHT OF WAY OF THE CANAL OF THE ELLENSBURG WATER COMPANY (TOWN DITCH), CONTAINING 51.93 ACRES

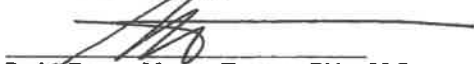
on which the Grantor owns and operates a well and waterworks supplying water for public use located on said real estate, located in the southeast corner between Currier Creek and the Irrigation Canal and Grantor is required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the Grantor agrees and covenants that said Grantor it heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the Grantor and within 100 (one hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to 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.

BY Teaway Ridge, LLC

  
Patrick Deneen, Manager Teaway Ridge, LLC

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

STATE OF Washington

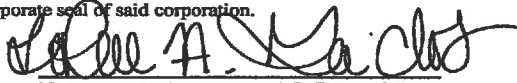
ss.

COUNTY OF Kittitas

On this 2<sup>nd</sup> day of October 2015, before me personally appeared Patrick Deneen to me known to be the manager of the corporation that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: October 2, 2015





Notary name printed or typed: LeRae A. Gaidos  
Notary Public in and for the State of Washington  
Residing at Cle Elum  
My appointment expires: 9/29/19

After recording return to:  
JEFF SLOTHOWER  
Lathrop, Winbauer, Harrel & Slothower L.L.P.  
PO Box 1088  
Ellensburg, WA 98926

REVIEWED BY  
KITTITAS COUNTY TREASURER  
DEPUTY M. Starks  
DATE 6-16-2006

DOCUMENT TITLE: AMENDMENT TO ACCESS EASEMENT AMT 99131  
34-  
GRANTOR: LORRAINE L. SPURLING, individually and as the successor in interest to LESTER G. SPURLING,  
GRANTEE: MARK L. GREENE and SUSANNA R. GREENE, husband and wife  
LEGAL DESCRIPTION: Portions of the SE ¼ SW ¼ Section 22, T. 18 N., R. 18 East W.M.  
ASSESSOR'S TAX PARCEL NO.:  
REFERENCE DOCUMENT: Real Estate Contract recorded under AFN 199712240001

AMENDMENT TO ACCESS EASEMENT

THIS AMENDMENT OF ACCESS EASEMENT (hereinafter referred to as the "Amendment") is entered into on this 16<sup>th</sup> day of June, 2006, by and between MARK L. GREENE and SUSANNA R. GREENE, husband and wife and LORRAINE L. SPURLING, individually and as the successor in interest to LESTER G. SPURLING;

WHEREAS, LESTER G. SPURLING and LORRAINE L. SPURLING, husband and wife ("Spurling") and MARK L. GREENE and SUSANNA R. GREEN, husband and wife ("Greene") entered into that certain Real Estate Contract dated December 19, 1997 which is recorded under Kittitas County Auditor's File No. 199712240001 ("Contract");

WHEREAS, Spurling conveyed to Greene the property legally described in said Contract together with a non-exclusive easement for ingress, egress and utilities legally described as Easement Q as described in Book 23 of that Surveys, pages 4 and 5 under Auditor's File No. 199710150001, records of Kittitas County, Washington, which easement benefits the property conveyed to Greene in said Contract and which burdens Parcel A of that certain survey recorded

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

under Auditor's File No. 199710150001, Book 23 of Surveys, page 4, Records of Kittitas County, Washington (hereinafter referred to as the "Easement Q"); and

WHEREAS the parties are now desirous of amending the easement in anticipation of Greene selling the property conveyed in the contract; and

NOW, THEREFORE, for and in consideration of the benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledges, each of the parties, for and on behalf of itself and its respective successors in interest and assigns, does hereby agree as follows:

**1. MODIFICATION OF EASEMENT.**


Spurling and Greene hereby agree that the non-exclusive easement for ingress, egress and utilities described as Easement Q, as described in Book 23 of that certain Survey, Pages 4 and 5, under Auditor's File No. 199710150001, records of Kittitas County, which easement benefits the property conveyed to the Greene in the Contract and which burdens Parcel A of that certain survey recorded at Auditor's File No. 199710150001, Book 23 of Surveys, Page 4, Records of Kittitas County, can only be used by the benefited property for the purposes of ingress and egress and utilities which are necessary for agricultural use only. The parties further agree that Easement Q cannot be used for non-agricultural ingress, egress and utilities by the owner of the benefited property.

**2. LEGAL EXPENSES.**

If either party is required to bring or maintain any action (including assertion or any counterclaim or cross claim, or claim in a proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Declaration to an attorney for the enforcement in any of the covenants, conditions, or restrictions, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

**3. TITLES AND HEADINGS.**

Titles and headings are for descriptive purposes only and do not control or alter the meaning of this agreement or any provision thereunder as set forth herein.

  
LORRAINE L. SPURLING, individually  
and as the successor in interest to  
LESTER G. SPURLING

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916



20060606073

Page: 3 of 3  
06/06/2006 04:53P

Kittitas Co Auditor AMERITITLE AMDT 34.00

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

I certify that I know or have satisfactory evidence that LORRAINE L. SPURLING, individually and as the successor in interest to LESTER G. SPURLING is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of June, 2006.



*Schiree Sullivan*  
Print Name: Schiree Sullivan  
Notary Public in and for the State of Washington  
My commission expires: 9-9-09

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

420037

NOTICE OF WATER AND SEWER CONNECTION CHARGE

700

City of Ellensburg, Washington

Notice is hereby given that the City of Ellensburg, Washington, has levied or intends to levy a tap, hook-up or connection charge on property which taps into or is served by water or sewer facilities constructed by virtue of contracts pursuant to R.C.W. 35.91.020 or by the sale of revenue bonds; and notice is further given that the City of Ellensburg has levied or intends to levy additional connection charges authorized in R.C.W. 35.92.025. All land shaded on the maps marked "Water Assessment Map No. 77-126 and Sewer Assessment No. 77-127", City of Ellensburg, Washington, dated December 1, 1977, attached hereto and recorded herewith has been assessed for main construction but may require tap, hook-up, and/or trunk charges. All land not shaded on said maps may require main construction charge, tap, hook-up, and/or trunk charges.

This notice is filed for record in the office of the Auditor of Kittitas County, Washington, pursuant to and in accordance with provisions of R.C.W. 65.08.170.

Dated this 6 day of January, 1978.

CITY OF ELLENSBURG, WASHINGTON

*[Signature]*  
Mayor

Attest:

*[Signature]*  
City Clerk

KITITAS COUNTY CLERK  
City of Ellensburg  
78 FEB 3 PM 3:53

Title Department  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
509-925-1477  
FAX 509-962-3111

Escrow Closing Department  
P. O. Box 617  
503 North Pearl  
Ellensburg WA 98926  
509-925-1477  
FAX 509-962-8325

## AMERITITLE

RE: "Acquavella Water Rights Case"  
Special Exception No. \* of Preliminary Commitment for Title Insurance  
File No. \*

This letter is to provide you with an explanation of the pending water rights action filed in Yakima County Superior Court Cause No. 77-2-01484-5 (Department of Ecology, vs. James J. Acquavella, et al) which appears as a special exception in every report issued by all title insurers in Kittitas County and all adjoining counties lying within the Yakima River Drainage Basin.

We are not providing a copy of the Lis Pendens, nor the supplement thereto, as recorded in this County. These documents consist of hundreds of pages almost entirely of legal descriptions and the names of property owners.

The pending action is, "for the purpose of securing judgment adjudicating and determining the relative rights to the diversion and use of the surface waters of the Yakima River drainage basin in Benton, Kittitas, Klickitat and Yakima counties, Washington, lying between Latitudes 45°59' North and 47°37' North and between Longitudes 119°14' East and 121°30' East, as outlined on the map previously filed with the court, and determining the extent and priority of the rights of all entities claiming the right to the use of any of the surface waters of the said drainage basin." The case has been pending in court since 1977. Because most or all properties in Kittitas County (and the three adjoining counties) make use of the surface waters of the Yakima River Drainage Basin, you can imagine what a voluminous court case this is and hence the reason why it is still in court after so many years.

Due to the complexity of the case, it is expected to take many years to reach a final adjudication. When this court case reaches its conclusion, the most likely worst case scenario would be to limit water usage and/or it may result in the establishment of additional assessments for water usage. As the action involves only surface waters, the greatest impact would be to properties where there is heavy water usage such as commercial or agricultural enterprises.

We will not carry the exception forward to the final title policy. Instead, the policy carries a blanket exception for "matters relating to water and water rights".

If you or your customers have further questions in regards to this matter, please give us a call.



376420

KNOW ALL MEN BY THESE PRESENTS:

For a good and valuable consideration receipt whereof is hereby acknowledged, an easement is hereby granted to Ellensburg Telephone Company, a Washington corporation, its successors and assigns, with the right, privilege and authority to construct, reconstruct, operate, inspect, maintain or remove lines of telephone and telegraph, or other signal, television or communication circuits, consisting of such underground conduits, cables, manholes, poles and other markers, fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the following described property and the roads, streets or highways thereto adjoining, situated in the county of Kittitas state of Washington: Specifically, to place underground cable across the property described as follows:

Tax 2 and Tax 4 S 1/2 SW 1/4, SEC. 22, T 18 N, R 18 E. WM

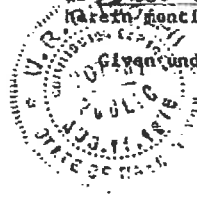
The grantor for himself, his heirs, executors, administrators, successors and assigns hereby covenants that no digging will be done or permitted within five (5) feet of said lines which will in any manner disturb their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifteen (15) feet of said lines. All conduit or cable laid under this grant shall be laid upon a route as now located, and shall be buried to such depth as not to interfere with the ordinary use of said land. The grantee shall at all times have the right of free ingress to and egress from said property for all purposes herein mentioned.

In witness whereof, the undersigned has executed this instrument this 12th day of Apr, 19 72.

Grover A. Spurling  
Grover A. Spurling  
Kettle Spurling  
Kettle Spurling  
L. Gene Spurling  
L. Gene Spurling  
Lorraine Spurling  
Lorraine Spurling

State of Washington )  
County of Kittitas ) SS.

On this day personally appeared before me Grover A. Spurling, Kettle Spurling, L. Gene Spurling & Lorraine Spurling to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal this 12 day of Apr 19 72.

Filed for Record at 10:40 A.M. W.R. Rudolph  
Date JUL-6-1972 at Notary Public in and for the State of  
Washington  
By Ellensburg Telephone Co Residing at Ellensburg  
Marion Darter, Kittitas County Auditor

State of Washington )  
County of ) SS.

On this \_\_\_ day of \_\_\_, 19 \_\_\_, before me, the undersigned, personally appeared \_\_\_ and \_\_\_ to me known to be the \_\_\_ President and \_\_\_ Secretary, respectively, of \_\_\_ the corporation that executed the foregoing instrument, 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 \_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written. 6 July 1972

C. Peterson  
#8454

Notary Public in and for the State of Washington, Residing at \_\_\_\_\_



333045

Date AUGUST 20, 1966

A 31473  
S 1925

The undersigned, MONFORT, GRANT and ELEANOR R. MONFORT, his wife,  
grants to PUGET SOUND POWER & LIGHT COMPANY, the right to install, maintain, replace, remove and use an electric line,  
including all necessary poles, anchors, wires and fixtures, and to keep this line free of interference from trees or other growth  
on the following property situated in the County of Kittitas, State of Washington:

A strip of land 50 feet in width lying parallel and adjacent to the  
easterly margin of Desmond Road in the Southwest 1/4 of the Southwest 1/4  
of the Northeast 1/4 of Section 28, Township 18 North, Range 18 East, W.H.  
said strip extending north from the northerly margin of U. S. Highway 10,  
a distance of 180 feet as measured along the easterly line of said 50 foot  
strip.

Filed for Record  
Date 9-29-66 at 11:21 A.M.  
P.M.

By Puget Sound Power Light Co  
Marion Dastler, Kittitas County Auditor

REAL ESTATE EXCISE TAX  
EXEMPT

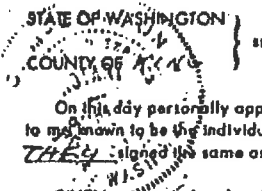
KITTITAS COUNTY TREASURER  
L. [Signature]

The center line of said electric line to be located as now staked across said property or as may be relocated by  
mutual consent.

The Company shall have access for the purposes stated and shall be responsible for damage caused by negligence of the  
Company. These terms shall be binding upon the successors and assigns of the respective parties.

x Grant Monfort  
x Eleanor R. Monfort

Witness



On this day personally appeared before me GRANT MONFORT & ELEANOR R. MONFORT  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
THEY signed the same as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of AUGUST, 1966.

[Signature]  
Notary Public in and for the State of Washington,  
residing at Reuten

STATE OF WASHINGTON }  
COUNTY OF }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared

and \_\_\_\_\_

to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

\_\_\_\_\_ the corporation that executed the foregoing  
instrument, 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 \_\_\_\_\_ authorized to execute the said instrument and  
that the seal affixed is the corporate seal of said corporation.

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

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

EASEMENT-PERMIT  
\*78825-7-66

VOL. 123 PAGE 287

A 38473  
JK 1723

Date August 26 1966

333044

The undersigned, MONFORT, GRANT and ELEANOR R. MONFORT, his wife,  
grants to PUGET SOUND POWER & LIGHT COMPANY, the right to install, maintain, replace, remove and use an electric line,  
including all necessary poles, anchors, wires and fixtures, and to keep this line free of interference from trees or other growth  
on the following property situated in the County of \_\_\_\_\_, State of Washington:

The South five (5) feet of the West 40 feet of that portion of the NW 1/4  
of the SE 1/4 of Section 28, Township 18N, Range 18 East, 3M, lying  
East of the East margin of State Highway #3 (Desmond Rd.)

filed for Record at 11:21 A.M.  
Date 9-24-66 P.M.  
By Puget Sound Power & Light Co.  
Marion Bremer, Kittitas County Auditor

REAL ESTATE EXCISE TAX  
EXEMPT  
CITIZEN COURT TREASURER  
L. J. ...

The center line of said electric line to be located as now staked across said property or as may be  
relocated by mutual consent.

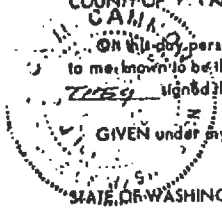
The Company shall have access for the purposes stated and shall be responsible for damage caused by negligence of the  
Company. These terms shall be binding upon the successors and assigns of the respective parties.

Grant Monfort  
Eleanor R. Monfort

Witness

STATE OF WASHINGTON

COUNTY OF KING



ON this 26th day, personally appeared before me GRANT MONFORT & ELEANOR R. MONFORT  
to me known to be the individual 3 described in and who executed the within and foregoing instrument, and acknowledged that  
THEY signed the same as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of August, 1966.

Grant Monfort  
Notary Public in and for the State of Washington,  
residing at Bolton

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_

to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

\_\_\_\_\_ the corporation that executed the foregoing  
instrument, 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 \_\_\_\_\_ authorized to execute the said instrument and  
that the seal affixed is the corporate seal of said corporation.

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

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

EASEMENT-PERMIT  
#788.25-7-46

VOL 123 PAGE 286

(33)

22-18-18

278670  
Q78370

101 105 part 033

ASSIGNMENT OF RIGHT OF WAY

For a valuable consideration, the receipt of which is hereby acknowledged, The Pacific Telephone and Telegraph Company, a California corporation, does hereby assign, transfer and convey unto the Elginburg Telephone Company, its successors and assigns forever, all of the interest in and to the following described Right of Way Easements, to which reference is made as to Grantor, Date of Grant, Recording data and property description in the following summary:

1. W.L. Vinden et. al. Easement dated June 4, 1929, Recorded July 16, 1929 in Book 87 of Deeds Page 461, S1/4-34-27, Section 27, Township 20 North, Range 17 East, W.M., This Easement covers two anchors and was held to be located as now staked.
2. W.L. Vinden, et. al. Easement dated October 21, 1925, Recorded November 20, 1925 in Book 43 of Deeds Page 37, S1/4-34-27, Section 27, Township 20 North, Range 17 East, W.M., as now located and staked by the Telephone Company.
3. Caterina Bettas, an unmarried woman Easement dated October 9, 1925, Recorded November 20, 1925 in Book 43 of Deeds Page 37, S1/4-34-27, Section 27, Township 20 North, Range 17 East, W.M., as now located and staked by the Telephone Company. 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 300 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line across the Telephone Company's lines placed upon said Right of Way at an angle of less than 95 degrees.
4. Caterina Bettas, et. al. Easement dated October 14, 1925, Recorded May 4, 1926 in Book 43 of Deeds Page 300, S1/4-34-27, Section 27, Township 20 North, Range 17 East, W.M., as now located and staked by the Telephone Company. The Telephone Company agrees to rearrange its poles to conform to mining operations on the above described property at any time within thirty days written notice to do so.
5. Joe Estaza et. al. Easement dated June 3, 1929, Recorded July 16, 1929 in Book 87 of Deeds Page 466, S1/4-34-27, Section 27, Township 20 North, Range 17 East, W.M., This permit covers two guy anchors to be located as now staked.

9/21/59

6. P.A. Sanford, et.al. Easement dated October 9, 1925. Recorded November 13, 1925 in Book 53 of Deeds Page 15. S21-22, Section 27, and Section 28, both in Township 20 North, Range 17 East, W.M., as located and staked by the Telephone Company. 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 or within 500 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 degrees.
7. P.A. Sanford, et.al. Easement dated June 3, 1929. Recorded July 10, 1929 in Book 57 of Deeds Page 455. S21-22, Section 27 and the S1 of Section 28, all in Township 20 North, Range 17 East, W.M. This permit covers 3 guy anchors to be located as now staked.
8. W.H. McCallum, et.al. Easement dated May 31, 1929. Recorded July 10, 1929 in Book 57 of Deeds Page 458. S21-22, Section 3, Township 19 North, Range 17 East, W.M. This permit covers four anchors and one pole to be located as now staked.
9. C.H. Varden, et.al. Easement dated May 31, 1929. Recorded July 10, 1929 in Book 57 of Deeds Page 455. S21-22, Section 4, Township 19 North, Range 17 East, W.M. This permit covers the guy anchor to be located as now staked.
10. Lyle V. Piland, a Bachelor Easement dated May 31, 1929. Recorded July 16, 1929 in Book 57 of Deeds Page 464. S21-22, Section 4, Township 19 North, Range 17 East, W.M. This permit covers the guy anchor to be located as now staked.
11. Smithson Company by J.H. Smithson, President Easement dated October 23, 1925. Recorded January 9, 1926 in Book 53 of Deeds Page 97. Sections 1, 10, 23 and 25, Township 19 North, Range 17 East, W.M.; S21-22, Section 21, Township 19 North, Range 13 East, W.M., as now located and staked by the Telephone Company. 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 500 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 degrees.



35. P.H. Ross, by Fred S. Ross, his attorney-in-fact, et.al.

Statement dated June 6, 1927, Recorded June 24, 1927 in Book 43 of Deeds Page 391. S4-C21, Section 3, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company. The Grantor agrees not to grant any right or permit for the erection of any electric power transmission line or lines upon or over said property, parallel with and within 500 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 degrees.

37. Ada H. Saylor, et.al.

Statement dated March 7, 1927, Recorded May 24, 1927 in Book 43 of Deeds Page 377. S4-C21, and the S4-C21, Section 12, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company. 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 500 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 degrees.

33. John J. Faust, et.al.

Statement dated October 12, 1925, Recorded November 23, 1925 in Book 43 of Deeds Page 33. S4-C21, Section 14, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company. 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 100 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 degrees.

33. L.C. Winkler, et.al.

Statement dated November 16, 1925, Recorded December 24, 1925 in Book 43 of Deeds Page 73. S4-C21, Section 21, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company. Grantor only.

20. Dan Kleinberg, et.al.

Statement dated October 26, 1925, Recorded January 9, 1926 in Book 43 of Deeds Page 56. S4-C21, Section 22, S4-C21, Section 21, and the S4-C21, Section 16, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company. Not more than 6 poles and 1 anchor to be placed on the property above described.

21. Ross Leonard, an unmarried man

Agreement dated October 26, 1925. Recorded January 9, 1926 in Book 59 of Deeds Page 100. (21-22), Section 21, Township 13 North, Range 13 East, N.M., as now located and staked by the Telephone Company. 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 500 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across said right-of-way at an angle of less than thirty-five degrees.

22. Will Haberman, et al.

Agreement dated June 10, 1927. Recorded July 19, 1927 in Book 67 of Deeds Page 459. (22-23), Section 21, Township 13 North, Range 13 East, N.M. This permit covers two poles to be located as now staked.

23. Ross Leonard, a widow

Agreement dated June 19, 1929. Recorded July 19, 1929 in Book 67 of Deeds Page 477. (23-24), Section 21, Township 13 North, Range 13 East, N.M. This permit covers one guy anchor to be located as now staked.

24. E.S. Cylar, et al.

Agreement dated October 26, 1925. Recorded January 9, 1926 in Book 59 of Deeds Page 100. (24-25) and the (24-25), Section 27, Township 13 North, Range 13 East, N.M., as now located and staked by the Telephone Company. The Grantor agrees not to grant any right or permit for the erection or maintenance of any power transmission line or lines upon or over said property, parallel with and within 500 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 degrees.

25. T.M. Porter, et al.

Agreement dated October 25, 1925. Recorded January 9, 1926 in Book 59 of Deeds Page 99. (25-26), Section 22, Township 13 North, Range 13 East, N.M., as now staked and located by the Telephone Company. 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 500 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 degrees.

36. J.D. Matthews, et. al.

Easement dated June 11, 1929, Recorded July 19, 1929 in Book 47 of Deeds Page 473. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M. This permit covers two poles to be located as now stated.

37. G.L. Spurling, et. al.

Easement dated October 26, 1925, Recorded January 9, 1926 in Book 43 of Deeds Page 403. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M. This permit covers one pole to be located and staked by the Telephone Company. The Grantor agrees not to grant or permit any right or power 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 degrees.

38. Ella J. Bowers, an unmarried woman

Easement dated October 21, 1925, Recorded January 9, 1926 in Book 43 of Deeds Page 393. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company. The Grantor agrees not to grant or permit any right 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 degrees.

Anna, et. al.

Easement dated June 12, 1929, Recorded July 19, 1929 in Book 47 of Deeds Page 473. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M. This permit covers one guy anchor to be located as now stated.

W. Canning, et. al.

Easement dated June 17, 1929, Recorded July 19, 1929 in Book 47 of Deeds Page 473. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M. This permit covers three guy anchors to be placed as now stated.

W. F. Loter, et. al.

Easement dated March 31, 1926, with the right to erect and maintain overhanging wires. Recorded May 12, 1926 in Book 43 of Deeds Page 311. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M.

39. Anna S. Zwickler, an unmarried woman

Easement dated October 21, 1925, to erect and maintain guy stee and anchor. Recorded November 20, 1925 in Book 43 of Deeds Page 37. 114-22-24, Section 22, Township 13 North, Range 13 East, W.M., as now located and staked by the Telephone Company.



- 33. Anna G. Cricker, a  
cylinder - Easement dated June 13, 1929, recorded July  
19, 1929 in Book 67 of Deeds Page 475.  
E12-114, Section 21, Township 13 North,  
Range 17 East, W.M.
- 34. Anna J. Cricker, a  
cylinder - Easement dated September 23, 1928, recorded  
January 6, 1929 in Book 67 of Deeds Page 117.  
E12-114, Section 21, Township 13 North,  
Range 17 East, W.M., as now situated and also  
situated by the telephone company.
- 35. Vera T. Gleason, et.al. - Easement dated April 1, 1925 to place and make  
cable car tracks. Recorded July 13, 1925 in Book  
67 of Deeds Page 23.  
E12-114, Section 21, Township 13 North, Range  
17 East, W.M., as now situated and stated by  
the telephone company.
- 36. Western Lumber Co. by  
Jeb. Hillman, President  
et.al. - Easement dated December 23, 1928, recorded  
February 27, 1929 in Book 67 of Deeds Page  
155.  
E12-114, Section 21, Township 13 North, Range  
17 East, W.M., as now situated and  
stated by the telephone company. Not more  
than 2 poles to be placed on the property  
described above.
- 37. E.H. Gooden, et. al. - Easement dated June 7, 1929, recorded July  
13, 1929 in Book 67 of Deeds Page 462.  
E12-114, Section 0, Township 13 North, Range  
17 East, W.M. This permit covers two guy  
anchors to be located as now staked.
- 38. Geo. Karl, a bachelor - Easement dated May 9, 1929 for one guy anchor,  
recorded June 23, 1929 in Book 67 of Deeds  
Page 245.  
E12-114, Section 21, Township 13 North, Range  
17 East, W.M.
- 39. Wolfgang Ippisch, et. al. - Easement dated September 15, 1929, recorded  
October 30, 1929 in Book 68 of Deeds Page 58.  
E12-114, Section 11, Township 17 North,  
Range 21 East, W.M. and Lot 5, Block 8 of  
South Ellensburg, being a portion of E12-114,  
Section 11. This permit covers two  
anchors to be located as now staked.
- 40. E.V. Kuns, et. al. - Easement dated May 14, 1930, recorded July  
23, 1930 in Book 68 of Deeds Page 57.  
Section 11, Township 17 North, Range 19 East,  
W.M., described as follows:  
Beginning at the SW corner of the E12-114, of  
said Section and running thence East 100 feet,  
thence South 500 feet, more or less, to the  
Highway, thence Northwesterly, along the east  
boundary of said Highway, to the west line of  
E12-114, of said Section 11, thence North to  
the place of beginning.
- 41. C.B. Colonna, et. al. - Easement dated June 10, 1929, recorded July  
23, 1929 in Book 67 of Deeds Page 491.  
E12-114 and the E12-114, Section 13, Township  
17 North, Range 18 East, W.M. This permit  
covers two guy anchors to be located as now  
staked.

101305 281040

21. Edl Becker, et. al. Easement dated June 20, 1927, for one guy anchor. Recorded July 23, 1929 in Book 57 of Deeds Page 570. S21-S24, Section 22, Township 17 North, Range 19 East, W.2.
22. Richard Barnett, et. al. Easement dated June 20, 1929. Recorded July 23, 1929 in Book 57 of Deeds Page 592. That portion of S21-S24, Section 22, Township 17 North, Range 19 East, W.2, lying East of the Highway.
23. J.M. Carroll, et. al. Easement dated November 12, 1921 for one guy anchor. Recorded December 20, 1921 in Book 52 of Deeds Page 51. S21, Section 22, Township 17 North, Range 19 East, W.2, lying East of the Northern Pacific Railway.
24. Stephen Woodhouse, et. al. Easement dated November 12, 1921 for nine anchors. Recorded December 20, 1921 in Book 52 of Deeds Page 51. S21 and the N1/2-S24, Section 22, Township 17 North, Range 19 East, W.2, lying East of the Northern Pacific Railway Company.
25. F.R. Swanson, et. al. Easement dated June 20, 1929. Recorded August 27, 1929 in Book 57 of Deeds Page 533. S21-S24, Section 22, and the N1/2-S24, Section 22, Township 17 North, Range 19 East, W.2. Said property being the sole and separate property of the Grantors.
26. Will Haberman, et. al. Easement dated June 10, 1929. Recorded October 29, 1929 in Book 57 of Deeds Page 530. S21-S24, Section 22, Township 17 North, Range 19 East, W.2. Said Right of Way to be as now located over said property.
27. J.J. Jacobs, et. al. Easement dated June 14, 1929. Recorded July 26, 1929 in Book 57 of Deeds Page 489. That portion of the S21-S24, Section 22, Township 17 North, Range 19 East, W.2, lying East of the Highway. This permit covers one guy anchor to be located as now stated.
28. Cascal Investment Co. by Bruce Conroy, President, et. al. Easement dated October 10, 1925. Recorded December 2, 1925 in Book 49 of Deeds Page 45. S1/2-S24, and the N1/2-S24, Section 22, Township 17 North, Range 19 East, W.2, as now located and attached by the Telephone Company, and more fully described by the print attached hereto and by this reference thereto made a part of this permit. See Exhibit 247.

105 041

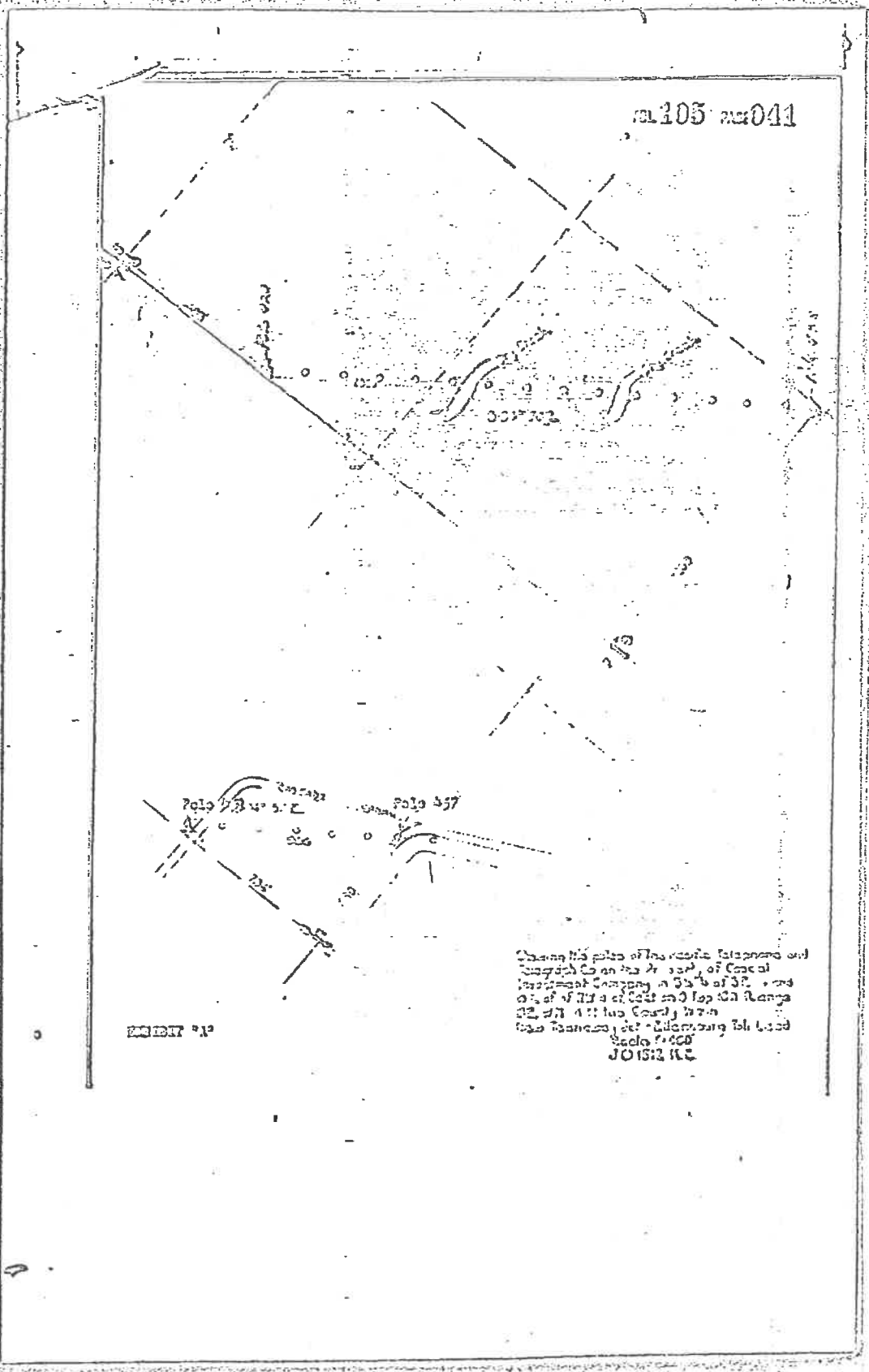


EXHIBIT 10

Showing the poles of the Pacific Telephone and  
 Telegraph Co on the N. side of Canal  
 Investment Company in S. 1/4 of 32. and  
 0 1/2 of 33 of 22 in 0 1/2 23 Range  
 22, T. 1 N. R. 23 E. County 27 N.  
 State of Kansas, 1st. Meridian 1st. Lead  
 Scale 7.628  
 J. O. S. R. C.

Vol 105 Mar 0 12

State of Washington  
Dept. of Public Lands

Warrant dated June 29, 1926, recorded in  
Island County August 20, 1926 in Book 93  
of Wards Page 220 and in Yakima County Series  
Order 9, 1925 in Book 292 of Wards Page 227.

Application No. 12529:

All those portions of the E1/4, the SW1/4,  
and the NE1/4 of Section 36, Township 17 North,  
Range 23 East, T17N, R23E, included within the limits  
of a strip of land 19 feet in width having 9  
feet of each width on each side of the following  
described center line:

Beginning at a point on the east line of said  
Section 36 which is 222.8 feet north of the  
southeast corner thereof and running thence  
S 62 degrees 57' 12" W 222.8 feet, and S 62  
degrees 57' 12" W 122.8 feet to a point on the  
south line of said Section 36, which is 7 1/2  
degrees 57' 12" W 222.8 feet distant from the  
southeast corner of said south line.  
The right of way hereinabove described has an  
area of 1.24 acres according to the plat there-  
of on file in the office of the Commissioner of  
Public Lands at Olympia, Washington; appraised  
at \$49.00.

Application No. 12530:

All that portion of the E1/4, Section 19, Town-  
ship 19 North, Range 23 East, T19N, R23E, included  
within the limits of a strip of land 19 feet  
in width having 9 feet of each width on each  
side of the following described center line:  
Beginning at a point on the north line of said  
Section 19, which is N 63 degrees 50' 19" W 1917  
feet distant from the northeast corner thereof  
and running thence S 0 degrees 03' W 593.9  
feet to a point on the south line of said Sec-  
tion 19 which is N 69 degrees 02' W 2010 feet  
distant from the southeast corner thereof.  
The right of way hereinabove described has an  
area of 1.24 acres according to the plat there-  
of on file in the office of the Commissioner  
of Public Lands at Olympia, Washington; apprais-  
ed at \$55.00.

Application No. 12531:

All those portions of the E1/4, the W1/4,  
the SE1/4 and the SW1/4 of Section 36, Town-  
ship 19 North, Range 23 East, T19N, R23E, included  
within the limits of a strip of land 19 feet  
in width having 9 feet of each width on each  
side of the following described center line:  
Beginning at a point on the north line of said  
Section 36, which is 222.7 feet east of the  
northeast corner thereof and running thence  
S 62 degrees 57' 12" W 222.8 feet to a point on  
the east line of said Section 36 which is 1931.5  
feet north of the southeast corner thereof.  
The right of way hereinabove described has an  
area of 1.23 acres according to the plat there-  
of on file in the office of the Commissioner  
of Public Lands at Olympia, Washington; ap-  
praised at \$55.00.

30 m043

Section 22, Township 23, Range 20 East, County of North, State of Ohio, containing the rights of a party of land 20 feet in width having 5 feet of the following described estate line:

Beginning at a point on the north line of said section 22, which is 50 feet east of the northeast corner thereof and running thence 50 degrees 30' 00" east 50 feet to a point on the east line of said section 22 to which said 50 feet north is said northeast corner.

The right of my devisees described in an deed of 1850 according to the plat thereof as filed in the office of the Auditor of Public Lands of Ohio, Washington, D.C., April 10, 1850.

Section 22, Township 23, Range 20 East, County of North, State of Ohio, containing the rights of a party of land 20 feet in width having 5 feet of each side on each side of the following described estate line:

Beginning at a point on the north line of said section 22, which is 50 feet east of the northeast corner thereof and running thence 50 degrees 30' 00" east 50 feet to a point on the east line of said section 22 to which said 50 feet north is said northeast corner.

The right of my devisees described in an deed of 1850 according to the plat thereof as filed in the office of the Auditor of Public Lands of Ohio, Washington, D.C., April 10, 1850.

Section 22, Township 23, Range 20 East, County of North, State of Ohio, containing the rights of a party of land 20 feet in width having 5 feet of each side on each side of the following described estate line:

Beginning at a point on the north line of said section 22, which is 50 feet east of the northeast corner thereof and running thence 50 degrees 30' 00" east 50 feet to a point on the north line of said section 22, which is 50 feet east of the northeast corner thereof.

The right of my devisees described in an deed of 1850 according to the plat thereof as filed in the office of the Auditor of Public Lands of Ohio, Washington, D.C., April 10, 1850.

1. O. S. Smith, et al.

Instrument dated October 23, 1850, recorded January 2, 1851, in Book 17 of Deeds, Page 53.  
 O. S. Smith, Section 22, Township 23, Range 20 East, County of North, State of Ohio, as my interest and estate by the following description:

2. The National Bank of Montgomery, by J. L. ...

Instrument dated June 23, 1850, recorded July 25, 1850, in Book 17 of Deeds, Page 53.  
 The portions of the ... of Section 22, Township 23, Range 20 East, County of North, State of Ohio, lying east of the Highway.

101305 no044

The Blomberg Telephone Company, hereby accepts the foregoing assignments, and in every consideration, hereby agrees and agrees to carry out and perform all of the terms and conditions contained in said assigned contracts of right of way... to be carried out and performed by the Blomberg Telephone and Telegraph Company... and after the date hereof and the Blomberg Telephone Company, and hereafter to the Blomberg Telephone and Telegraph Company and against the Blomberg Telephone and Telegraph Company on account of the same... and the Blomberg Telephone and Telegraph Company and against the Blomberg Telephone and Telegraph Company on account of the same...

FORM APPROVED  
STATE OF WASHINGTON  
J. H. [Signature]

THE BLOMBERG TELEPHONE COMPANY  
[Signature]  
D.C. [Signature], Vice President and General Manager

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared B. H. [Signature], Vice President and General Manager, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal this 21 day of September, 1937

[Signature]  
Notary Public in and for the State of Washington  
residing at [Address]

THE BLOMBERG TELEPHONE COMPANY

[Signature]  
President



STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me R. D. [Signature], President, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of September, 1937.

[Signature]  
Notary Public in and for the State of Washington  
residing at [Address]

3  
C 10

Filed in Book 9:00 AM  
20 4-11-37  
J. H. [Signature]  
Notary Public, King County, Washington

E A B E M E N T

KNOW ALL MEN BY THESE PRESENTS: That we, A. J. DUNNINGTON and MARY DUNNINGTON, hereinafter referred to as grantors, for and in consideration of Four Hundred Fifty Dollars (\$450.00) in hand paid, do hereby grant and give unto the City of Ellensburg, a municipal corporation, hereinafter referred to as grantee, its successors and assigns, the right to lay, maintain, operate, repair and remove a water transmission pipe line through and over the following described land situate in Kittitas County, Washington, to-wit:

A strip of land twenty (20) feet wide in Section Twenty-eight (28) Township Eighteen (18) North Range Eighteen (18) East, lying adjacent to and immediately north and east and parallel with the north right-of-way line of the Kittitas County Road known as Dry Creek Road or County Route No. 33. The southerly boundary line of said 20 foot strip of land is more particularly described as follows: Commencing at the intersection of the northerly right of way boundary of the said County Road with the east boundary of said Section Twenty-eight (28), Township Eighteen (18) North, Range Eighteen (18) E. W. N. and running thence along the said northerly boundary of said County Road N 56° 12' W 254 feet more or less; thence N 66° 56' W along said northerly right-of-way boundary of said County Road 1095 feet more or less. The above described parcel comprising 0.62 acres more or less.

Not less than 2 feet of ground shall cover said pipe and in no case shall said pipe interfere with the proper cultivation of the land of the grantors.

That the possession and use of said premises are to be and remain in the said grantors, their heirs, executors, administrators and assigns subject to the grant herein made as if this conveyance had not been executed.

That the grantee, its successors and assigns, shall have the right to enter into and upon said land for the purpose of laying and maintaining said pipes, and also at all times in the

503033

future for the purpose of repairing, inspecting, maintaining and replacing said pipes.

That the grantors reserve to themselves, their heirs, executors, administrators and assigns, the right to lay and maintain over the pipe line constructed by the grantee a twelve-inch irrigation cement drain pipe commencing at the said intersection of the northerly right-of-way boundary of the said County Road with the East boundary of said Section Twenty-eight (28), Township Eighteen (18) North, Range Eighteen (18) E. W. N. and running thence along the said northerly boundary of said County Road North 56°12' West 254 feet more or less, thence running north 66°56' West along said northerly right-of-way boundary of said County Road 550 feet more or less.

That the grantee, its successors and assigns, will indemnify the grantors, their heirs, executors, administrators and assigns, for all damages sustained by them caused by subsequent maintenance, replacement or repair of said water line, and will cause the least possible interruption of the use of the irrigation and drainage facilities on said land.

IN WITNESS WHEREOF the grantors have hereunto set their hands this 28th day of June, 1946.

*[Handwritten Signature]*  
Mary Dunnington



STATE OF WASHINGTON )  
County of Kitsap ) ss.

I, the undersigned Notary Public, do hereby certify that on this 28th day of June 1948, personally appeared before me, A. J. DUNNINGTON and MARY DUNNINGTON, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

*H. K. Davis*  
Notary Public in and for the State of Washington, residing at Ellensburg



*Wend Johnson*  
S. J. 48  
P.M.  
Auditor

DEED RECORD No. 47  
KITITAS COUNTY, WASHINGTON

477

WITNESS: N. M. Nordean

J. B. Hawthorne

Form Approved

Clara I. Hawthorne

Post & Russell

By A. E. Russell

STATE OF WASHINGTON)  
County of Kittitas) SS

THIS CERTIFIES, That on this 11 day of June, A.D. 1929, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named J. B. Hawthorne and Clara I. Hawthorne his wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and hear above written.

(Notary Seal)

N. M. Nordean

Com. Exp. Nov. 27th, 1931

Notary Public Residing at Spokane,  
Wash.

Filed for record July 19th, 1929 at 9:10 A.M.

Request of Pacific Telephone and  
Telegraph Company

Beaumont Apple, County Auditor

By Kaybellie Hofmann, Deputy

ROSE DESMOND

RECORDING NO. 96448

TO

3791

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Ellensburg, Wa. June 13th, 1929

RIGHT OF WAY DEED

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Rose Desmond, a widow, and situated in the County of KITITAS, State of WASHINGTON, and described as follows:

Southeast quarter of northeast quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$ ) Section twenty-one (21) Township eighteen (18) North, Range eighteen (18) E.W.M.

This permit covers one guy anchor to be located as now staked.

It is understood that the employes 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 repairs, etc., provided always that said telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: N.M. Nordean

Rose Desmond

Form Approved

Post & Russell

By A. E. Russell

STATE OF WASHINGTON)  
County of Kittitas) SS

THIS CERTIFIES, That on this 13 day of June, A.D. 1929, before me, the undersigned

*Handwritten initials*

*Handwritten initials*

476

DEED RECORD No. 47  
KITITAS COUNTY, WASHINGTON

Northwest quarter of northwest quarter of northeast quarter (NW<sup>1</sup>/<sub>4</sub>-NW<sup>1</sup>/<sub>4</sub>-NE<sup>1</sup>/<sub>4</sub>) Section thirty-four (34) Township eighteen (18) North, Range eighteen (18) E.W.M.

This permit covers three guy anchors to be placed as now staked.

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 repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

O. H. Dunning  
Elizabeth R. Dunning

WITNESS: N.M. Nordean

Form Approved  
Post & Russell  
By A. E. Russell

STATE OF WASHINGTON:)  
                          )SS  
County of Kittitas)

THIS CERTIFIES, That on this 13 day of June, A.D. 1929, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named O. H. Dunning and Elizabeth R. Dunning his wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Notary Seal)  
Com. Exp. Nov. 10th, 1931

N. M. Nordean  
Notary Public, Residing at Spokane,  
Wash.

Filed for record July 19th, 1929 at 9:9 A.M.

Request of Pacific Telephone  
and Telegraph Company  
Beaumont Apple, County Auditor

By Maybelle Hofmann, Deputy

J. B. HAWTHORNE, ET UX

RECORDING NO. 96447

TO

6880

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Ellensburg, Wn. June 11, 1929

RIGHT OF WAY DEED

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to J.B. Hawthorne and Clara I. Hawthorne, his wife, and situated in the County of KITITAS, State of WASHINGTON, and described as follows:

Northwest quarter of southwest quarter (NW<sup>1</sup>/<sub>4</sub>-SW<sup>1</sup>/<sub>4</sub>) Section twenty-two (22) Township eighteen (18) North, Range eighteen (18) E.W.M.

This permit covers two poles to be located as now staked.

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 repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

N.M.N.

Consumed  
J.B.  
Hawthorne

N.M.N.

DEED RECORD No. 43

KITTITAS COUNTY, WASHINGTON

signed, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally came Rose Diamond, an unmarried woman, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

Com. Exp. Aug. 28, 1928.

E.C. Jackson

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

Filed for record Jan. 9, 1926, at 4:21 P.M.

Request of R.W. Frierson  
Fred T. Hofmann, County Auditor.

G. A. SPURLING ET UX.,

to

THE PACIFIC TELEPHONE  
AND TELEGRAPH COMPANY.

Recording No. 80189.

6546

R A S E M E N T.

Ellensburg, Wash., October 26, 1925.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to G. A. Spurling, and situated in the County of Kittitas, State of Washington, and described as follows:

Southwest Quarter (SW $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) and Southeast Quarter (SE $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Eighteen (18) North, Range Eighteen (18) East, W.M., as now located and staked by the Telephone Company.

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 repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: E.C. Jackson

G.A. Spurling

Hettie Sparling

Form Approved  
Herbert Korte  
for General Attorney

STATE OF WASHINGTON }  
County of Kittitas } ss

THIS IS TO CERTIFY, That on this 28th day of October, A.D. 1925, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and

*Handwritten notes:*  
E.C.  
7/25  
1926

*Handwritten notes:*  
100.1  
11/11

DEED RECORD No. 43  
KITITAS COUNTY, WASHINGTON

103

sworn, personally James G.A. Spurling and Nettie Spurling, his wife, to me known to be the individuals described in and who executed the within instrument, 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 seal the day and year in this certificate first above written.

(Notary Seal)  
Com. Exp. Aug. 26, 1928.

E.C. Jackson  
Notary Public in and for the State of  
Washington, residing at Seattle.

Filed for record Jan. 9, 1928, at 4:22 P.M.

Request of R.W. Frierson  
Fred T. Hofmann, County Auditor.

J. W. SUVER ET UX.,  
to  
HAZEL SUVER MEADE.

Recording No. 80169.

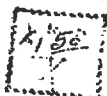
WARRANTY DEED.

The grantors, G. W. Suver and Rose Suver, his wife, of Ellensburg, Washington, for and in consideration of Ten and no/100 DOLLARS in hand paid, convey and warrant to Hazel Suver Meade the following described Real Estate:

All of that portion of the Northeast quarter of the Northeast quarter of Section 3, Township 17 North, Range 18 East of the Willamette Meridian described as follows, to-wit: All of a tract of land bounded by a line commencing at a point, which point is 1845 feet north and 776 feet east of the quarter section corner between Sections 2 and 3, township and range aforesaid; and running thence east 440 feet, more or less, to the west line of the alley which runs north and south through what was formerly Block 10 in Becker's Addition to the City of Ellensburg; running thence north 300 feet; running thence west 440 feet, more or less; and running thence south 300 feet to the point of beginning; Situated in the County of Kittitas, State of Washington.

Dated this 7th day of January, 1928.

WITNESSES:



G.W. Suver (Seal)  
Mrs. Rose M. Suver (Seal)

STATE OF WASHINGTON, )  
County of Kittitas. ) ss.

I, the undersigned, a Notary Public, DO HEREBY CERTIFY that on this 7th day of January, 1928, personally appeared before me, G. W. Suver and Rose Suver, his wife, of Ellensburg, Washington, to me known to be the individuals described in, and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this 7th day of January, A.D. 1928.

(Notary Seal)  
Com. Exp. Mar. 20, 1928.

E.K. Brown  
Notary Public in and for the State of  
Washington, residing at Ellensburg.

Filed for record Jan. 11, 1928, at 2:05 P.M.

Request of G. W. Suver  
Fred T. Hofmann, County Auditor.

By Marie Wippel, Deputy.

STATE OF WASHINGTON )  
COUNTY OF KITITAS ) ss.

THIS IS TO CERTIFY, That on this 2nd day of November, A.D. 1928, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came ELLA V. BOWERS, an unmarried woman, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this day and year in this certificate first above written.

(Notary Seal)  
Com. Exp. Aug. 26, 1928.

E.C. Jackson  
Notary Public in and for the State  
of Washington, residing at Seattle.  
Request of R.W. Frierson  
Fred T. Hofmann, County Auditor.

Filed for record Jan. 9, 1928, at 4:18 P.M.

T. W. PORTER ET UX.,  
to  
THE PACIFIC TELEPHONE  
AND TELEGRAPH COMPANY.

Recording No. 60188.

22-18-18

6544.

EASEMENT.

Ellensburg, Wash., October 28, 1928.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to T.W. Porter, and situated in the County of Kittitas, State of Washington, and described as follows:

Northwest Quarter (NW $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Eighteen (18) North of Range Eighteen East, W.H., as now located and staked by the Telephone Company.

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 600 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 repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: E.C. Jackson

T.W. Porter  
Ada K. Porter

Form Approved  
Herbert Korte  
for General Attorney

DEED RECORD No 3

KITTITAS COUNTY, WASHINGTON

STATE OF WASHINGTON }  
County of Kittitas } ss.

THIS IS TO CERTIFY, That on this 28th day of October, A.D. 1925, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came T.W. Porter and Ada E. Porter, his wife, to me known to be the individuals described in and who executed the within instrument, 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 seal the day and year in this certificate first above written.

(Notary Seal)  
Com. Exp. Aug. 26, 1928.

E.C. Jackson  
Notary Public in and for the State of Washington, residing at Seattle

Filed for record Jan. 9, 1926, at 4:19 P.M.

Request of R.W. Frierson  
Fred T. Hofmann, County Auditor.

E. E. OYLEAR ET UX.,  
to

Recording No. 80167.

THE PACIFIC TELEPHONE  
AND TELEGRAPH COMPANY.

6345.

E A S E M E N T.

Ellensburg, Wash., October 26, 1925.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to E. E. Oylear, and situated in the County of Kittitas, State of Washington, and described as follows:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Eighteen (18) North, Range Eighteen (18) East, W.M., as now located and staked by the Telephone Company.

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 150 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 employes of said Telephone Company shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purpose of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: E.C. Jackson

E.E. Oylear  
Nettie L. Oylear

Form Approved  
Herbert Korte  
for General Attorney

DEED RECORD No. 43  
KITITIAS COUNTY, WASHINGTON

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STATE OF WASHINGTON }  
COUNTY OF KITITIAS } ss.

FORM APPROVED  
Herbert Korts  
for General Attorney

THIS IS TO CERTIFY, that on this 30th day of October, A. D. 1923, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came J. H. SMITHSON and B. HOLT, to me known to be the President and Secretary, respectively, of the SMITHSON COMPANY, the corporation that executed the within and foregoing instrument 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 which stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notary Seal)  
Com. Exp. Aug. 26, 1923.

J.C. Jackson  
Notary Public in and for the State  
of Washington, residing at Seattle.

Filed for record Jan. 9, 1923, at 4:17 P.M.

Request of H.J. Tolson  
Fred T. Hofmann, County Auditor.

ELLA V. BOWERS

Recording No. 20183.

to  
THE PACIFIC TELEPHONE  
AND TELEGRAPH COMPANY.

6343.

27-18-18  
BASSETT

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby

acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Ella V. Bowers, and situated in the County of Kittitas, State of Washington, and described as follows:

South Half (S $\frac{1}{2}$ ) of South Half (S $\frac{1}{2}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-two (22) and North Half (N $\frac{1}{2}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-seven (27) Township Eighteen (18) North, Range Eighteen (18) East, T.18., as now located and staked by the Telephone Company.

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 employes 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 repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: K.C. Jackson

Ella V. Bowers  
Form Approved  
Herbert Korts  
for General Attorney



STATE OF WASHINGTON }  
COUNTY OF KITITAS } ss.

THIS IS TO CERTIFY, That on this 2nd day of November, A.D. 1923, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came ELIA V. BOWERS, an unmarried woman, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notary Seal)  
Com. Exp. Aug. 28, 1923.

E.C. Jackson  
Notary Public in and for the State  
of Washington, residing at Seattle.

Filed for record Jan. 9, 1923, at 4:18 P.M.

Request of R.W. Priorson  
Fred T. Hofmann, County Auditor.

T. W. PORTER ET UX.,  
to  
THE PACIFIC TELEPHONE  
AND TELEGRAPH COMPANY.

Recording No. 30183,

6364,

E A S E M E N T.

Ellensburg, Wash., October 23, 1923,

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to T.W. Porter, and situated in the County of Kittitas, State of Washington, and described as follows:

Northwest Quarter (NW $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Eighteen (18) North of Range Eighteen East, T.W., as now located and staked by the Telephone Company.

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 500 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 repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

WITNESS: E.C. Jackson

T.W. Porter  
Ada E. Porter

Form Approved  
Herbert Korts  
for General Attorney

V 16 / 16 / 489

signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and notarial seal this the day and year in this certificate first above written.

(SEAL)

George W. Gregory,  
Notary Public in and for the State  
of Washington, residing at  
Seattle.

Filed for Record March 19th., 1908, at 4:10 P. M. Request of P. J. Butler.

H. J. Mathews, County Auditor,  
By, Fred H. Butcher, Deputy.

28 46

Recording No. 20824.

Saml. S. Kleinberg, et al., Quit Claim Deed.  
To  
Charles H. Dunning.

This Indenture made this 3rd. day of September, 1907, between S. S. Kleinberg, a bachelor, and Henry Kleinberg and Amelia S. Kleinberg, his wife, of Ellensburg, Kittitas County, Washington, parties of the first part, and Charles H. Dunning, party of the second part; Witnesseth, that the said parties of the first part for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever quit claim unto the said party of the second part, and to his heirs and assigns, all the real property situate in the County of Kittitas and State of Washington, bounded and particularly described as follows, to-wit: A right of way through, over and across the southeast quarter of the southeast quarter of section twenty eight (28) in Township eighteen (18) North, of Range eighteen (18) East of the Willamette Meridian for the certain irrigating ditch heretofore constructed and used which said ditch leaves said land at the southeast corner of said tract, its course being northerly from said southeast corner 36° 30' west about five hundred (500) feet at which point it crosses under the railroad track of the Northern Pacific Railway Company through a concrete culvert; thence running northwesterly on the north side of said railroad track and twenty (20) feet distant therefrom about three hundred (300) feet; thence running north 13° west about four hundred (400) feet to the head of said ditch in Reecer Creek. It being further understood and agreed between the parties hereto that all the water in said creek at the head of said ditch belongs one fourth to second party hereto three fourths to first parties and both parties share shall be carried through said ditch down to the point where the culvert crossing under said railroad track terminates; and that said ditch up to said point shall belong to the parties hereto jointly, and each of the parties hereto shall bear one half of the expense of maintenance and repair of said ditch up to said point. The rest of said ditch from said point of diversion at the end of said culvert down to its termination in the southeast corner

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of said described tract is to be solely the property of said second party and he is granted the right to repair and maintain and renew said ditch and to carry through the same his said one half of the water of said Reecer Creek. To have and to hold all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Saml. S. Kleinberg.

Henry Kleinberg.

Amelia S. Kleinberg.

State of Washington, )  
                              ) SS.  
County of Kittitas, )

This certifies that on this 19th day of March, 1908, before me H. W. Hale a notary public in and for said State, personally appeared S. S. Kleinberg, a bachelor and Henry Kleinberg and Amelia S. Kleinberg, his wife, personally known to me to be the individuals described in and who executed the foregoing deed and acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

(SEAL)

H. W. Hale,  
Notary Public, residing at  
Ellensburg, Washington.

Filed for Record March 19th., 1908, at 4:40 P. M.

Request of C. H. Dunning.

E. J. Mathews, County Auditor,

By, Fred R. Butcher, Deputy.

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Recording No. 20827.

Joseph J. Patzner, et ux.,  
To  
George M. Green.

Warranty Deed.

This Indenture made this tenth day of March, A. D. 1908, between Joseph J. Patzner and Florence R. Patzner, husband and wife, of Puyallup, Washington, parties of the first part, and George M. Green, party of the second part Witnesseth; That the said parties of the first part, for and in consideration of the sum of eleven hundred and -- dollars like money of the United States of America, to them in hand paid by the said party of the second part, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs, executors, administrators and assigns, the following real estate, lying and being in the County of Kittitas, State of Washington, described as follows, to-wit: Lots twenty one (21) and twenty-two (22) in Block No. eight (8) in the town of Hazelwood, as shown upon the plat thereof duly of

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State of Washington, )  
County of Kittitas.)

I, R.E. Dyer a Notary Public in and for the State of Washington, do hereby certify that on this 17th day of April, A. D., 1907, personally appeared before me John H. Smithson and Mary J. Smithson, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, the day and year in this certificate first above written.

(SEAL)

R. E. Dyer,  
Notary Public for the State of  
Washington, residing at Ellensburg.

Filed for Record May, 4th 1907., at 8:12 A. M.

Request of E. W. Cook.

E.J. Mathews, County Auditor.

*OK - use this*

Recording No. 18471.

Warranty Deed.

Andrew Olsen, et ux.,  
TO  
C. M. & ST. P. R. Y. CO.

Warranty Deed

Washington

Know all men by these presents that Andrew Olsen and Rosa Olsen, his wife, of Kittitas County, State of Washington, for and in consideration of ten dollars to them in hand paid the receipt whereof is hereby acknowledged, do hereby convey and warrant unto the Chicago, Milwaukee and St. Paul Railway Company of Washington, its successors and assigns, a strip of land, one hundred feet in width, extending over and across from the North side to the East side of the following described tract of land situated in the County of Kittitas, State of Washington, and described as follows, to-wit: The north half (N.1/2) of the Northeast quarter (N.E.1/4) and the Southeast quarter (S.E.1/4) of the Northeast quarter (N.E.1/4) of Section No. 28 in Township No. 18 N of Range No. 18 E.W.M. Hereby Conveying a strip, belt or piece of land fifty feet in width on each side of the center line of the Railway of said Company, as now located and established over and across said land, containing within said strip an area of 6.44 acres, more or less, said Railway Company is to provide and maintain two private crossings of said railway line on said tract 18 feet in width with gates 18 feet in width opposite such crossings and one undergrade cattle pass near station 2862. Before grading for said railway is begun on said tract said Company is to construct small steel right-of-way fences 52 inches in height having 26 inch woven wire at the bottom and smooth wires above, and is also to provide facilities for conducting water for irrigating and other purposes under the track and across its right of way in a manner to perpetually maintain in its present condition as near as practicable and reasonable, the present system of irrigation and drainage; it being understood that said Company shall not be required to furnish better facilities than those now existing, and in order that water

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may not flow along side the embankment of said Railway, to the injury of such irrigating system the ground shall be left undisturbed at necessary intervals in the borrow-pits at the side of said embankment. And said Grantors for the consideration aforesaid, for themselves and for their heirs, assigns and legal representatives, further grant to said Company, its successors and assigns the right to protect any cuts which may be made on said land, by erecting on both sides thereof, and within one hundred and fifty feet from said center line, portable snow fences: Provided, however, that such fences shall not be erected before the 15th day of October of each year, and shall be removed on or before the first day of April of the year next ensuing their erection. Hereby Granting and Conveying to said Company, its successors and assigns, a fee simple title to said strip of land, together with all rights, privileges and immunities that might be acquired by the exercise of the right of eminent domain. And said Grantors, for themselves and for their heirs, assigns, or legal representatives, covenant and agree that said grants are upon no other consideration than that named herein; that neither said Railway Company nor its agents have made any agreement, promise, or condition, verbal or written, for or relating to any crossings, passageway, or other privilege, over across or under said Railway, and that the right thereto shall be only that conferred by statute, or by an instrument in writing under the Corporate Seal of said Railway Company.

Dated this 17 day of April, A.D., 1907.

Witness: ) Andrew Olsen. (SEAL)  
 Austin Mires) Rosa Olsen. (SEAL)  
 State of Washington,) SS.  
 County of Kittitas.)

I, W.B. Augir a Notary Public in and for the State of Washington, do hereby certify that on this 17th day of April, A.D., 1907., personally appeared before me Andrew Olsen and Rosa Olsen, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal, the day and year in this certificate first above written.

(SEAL) W. B. Augir,  
 Notary Public for the State of  
 Washington, Residing at Seattle.

Filed for Record May, 4th 1907., at 8:13 A.M. Request of E. W. Cook.  
 E.J. Mathews, County Auditor.

AFTER RECORDING RETURN TO:

Teanaway Ridge, LLC, a Washington Limited Liability Company  
1890 Nelson Siding Road  
Cle Elum, WA 98922

RE EXCISE TAX PAID  
Amount \$ 91,095.00  
Date 6-6-2006  
Affidavit No. 2006 7368  
KITTITAS COUNTY TREASURER  
By M. STUMKO

Filed for at the request of:  
AMERITITLE

Escrow No. EA-99131

**STATUTORY WARRANTY DEED**

AMT 99131  
3.4-

THE GRANTOR Mark L Greene and Susanna R Greene, husband and wife for and in consideration of PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE in hand paid, conveys and warrants to Teanaway Ridge, LLC, a Washington Limited Liability Company the following described real estate, situated in the County of Kittitas, State of Washington:

**PARCEL 1:**

The Southwest Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington;  
EXCEPT the right of way of the canal of the Ellensburg Water Company (Town Ditch);

AND

That portion of the Northwest Quarter of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the West boundary line of the canal of the Ellensburg Water Company (Town Ditch);

AND

The Southeast Quarter of the Southwest Quarter of Section 22, in Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; EXCEPTING THEREFROM:

That portion of the following lying within said Section 22: 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.

Parcels A and A-1 of that certain Survey as recorded October 15, 1997, in Book 23 of Surveys, pages 4 and 5, under Auditor's File No. 199710150001, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 22, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

The right of way of the canal of the Ellensburg Water Company (Town Ditch).

PARCEL 2:

All of that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying Northeasterly of the right of way of State Highway P.S.H. No. 3 and West of the center line of Spring Creek.

AND

The Northeast Quarter and the North Half of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, EXCEPT:

1. That portion of the Northeast Quarter of the Northeast Quarter which is described as follows:  
Beginning at the Northwest corner of said quarter of quarter section and running thence East 759 feet; thence South 173.25 feet; thence West 759 feet; and thence North 173.25 feet to the point of beginning.
2. Right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway, 100 feet in width.
3. Right of way of Northern Pacific Railway, 200 feet in width.
4. Right of way of State Highway, SSH No. 131.
5. That portion of the North Half of the Southeast Quarter lying South and West of the right of way of Burlington Northern Inc. Railroad.
6. That portion of the Southeast Quarter of the Northeast Quarter which is described as follows:  
Beginning at the Northeast corner of said Section 28, thence South along the East boundary of said Section, 1642.16 feet to the South right of way boundary of the Chicago, Milwaukee, St. Paul and Pacific Railroad, at which point is the true point of beginning; thence South, 519.20 feet to the North right of way boundary of Dry Creek Road; thence North 66°48' West along said North right of way boundary 240.00 feet; thence North 27°26' East, 478.30 feet to the true point of beginning.
7. Right of way for County Road as conveyed to Kittitas County by Quit Claim Deed dated September 1, 1983, recorded October 7, 1983, under Auditor's File No. 474337.

AND

All that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying North and East of the Northeasterly boundary line of the State Highway as now located and constructed and West of the center line of the channel of Reecer Creek, as now located, and East of the centerline of Spring Creek;

EXCEPT Right of way for Faust and Dry Creek County Roads.

TOGETHER with a 1976 mobile Home 24x64 Bon Per<sup>52</sup>.

Assessor's Tax Parcel Number(s): 18.18.22030.0010 18.18.27020.0003 18.18.27020.0002 18.18.28000.0040

This conveyance is subject to all those items of record, if any, as of the date of this deed and those shown below, if any:

Together with all water rights appurtenant to the property conveyed, including but not limited to the following:

- a. all water rights, regardless of whether represented by stock, to receive water from the Ellensburg Water Company; and
- b. all water wrights which allow the Grantor to withdraw water from the Yakima River and convey the water to the property via the Olson Ditch confirmed to the property in Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants, including all of the Grantor's right, title and interest in and to the Olson /Ditch; and;
- c. all water rights which allow the Grantor to withdraw water from Reecer Creek confirmed under Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al., and;
- d. all water rights which allow the Grantor to withdraw water from springs located on the property confirmed under Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants.

DATED: 6/5/06

Mark L. Greene

Mark L. Greene

Susanna R. Greene

Susanna R. Greene

State of Washington

County of Kittitas

On this day personally appeared before me Mark L. Greene and Susanna R. Greene to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 5<sup>th</sup> day of June, 2006.



Schiree Sullivan  
Printed Name: Schiree Sullivan

Notary Public in and for the State of  
Washington residing at Ellensburg

My appointment expires 9-9-09