

After Recording Return To:

Fowler Creek Trails, LLC
c/o Patrick Deneen
1890 Nelson Siding Road
Cle Elum, WA 98922

Recording Information

Document Title(s)	COVENANT PRECLUDING FURTHER DIVISION OF REAL PROPERTY
Grantor(s)	Fowler Creek Trails, LLC, a Washington limited liability company; Patrick Deneen; Nancy H Marcus
Grantee / Beneficiary	Kittitas County, Washington
Abbreviated Legal Description	Lot 100, Book _____ of Surveys, Pages _____, records of the Kittitas County Auditor; a portion of the NE 1/4 of Section 3, Township 19 North, Range 14 East, W.M., Kittitas County, Washington
Assessor's Tax Parcel No.	982736
Reference No(s).	Book _____ of Surveys, Pages _____, records of the Kittitas County Auditor
Related County File	Kittitas County Boundary Line Adjustment BL-26-00002; Fowler Creek Trails Boundary Line Adjustment

This first page is provided for recording and indexing. The operative covenant begins on the following page.

COVENANT PRECLUDING FURTHER DIVISION OF REAL PROPERTY

THIS COVENANT PRECLUDING FURTHER DIVISION OF REAL PROPERTY (this "Covenant") is made for recording in the real property records of Kittitas County, Washington, by Fowler Creek Trails, LLC, a Washington limited liability company, together with Patrick Deneen and Nancy Harcus to the extent of any record ownership interest held by them in the Property described below (collectively, "Owner"), for the benefit of Kittitas County, Washington, and all successors in interest to the Property.

RECITALS

- A. Owner owns or controls that certain real property located in Kittitas County, Washington, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The Property is identified for County and Assessor reference as Parcel No. 382736 and Lot 100.
- B. The Property is part of the Fowler Creek Trails Boundary Line Adjustment, Kittitas County Boundary Line Adjustment No. BL-26-00002 (the "BLA").
- C. Kittitas County Community Development Services issued Conditional Preliminary Approval for the BLA dated April 1, 2026. As a condition of final BLA approval, a covenant precluding further division of Parcel No. 382736, identified as Lot 100, must be recorded with the Kittitas County Auditor, and the BLA/record of survey plat note must reflect the Auditor recording number of this Covenant.
- D. Owner intends that this Covenant satisfy that condition and bind the Property as a covenant running with the land.

COVENANT

- 1. **No Further Division.** The Property shall not be further divided without specific approval of the Kittitas County Board of Commissioners. Without limiting the foregoing, Owner and all successors and assigns shall not subdivide, short subdivide, segregate, split, replat, or otherwise divided.
- 2. **Use of Property Not Otherwise Restricted.** Except for the restriction against further division stated in Section 1, this Covenant does not itself regulate the lawful use, occupancy, improvement, transfer, financing, taxation, or development of the Property, all of which remain subject to applicable law, permits, and recorded instruments.
- 3. **Runs With the Land.** This Covenant is intended to and shall run with the land and bind Owner and Owner's heirs, successors, assigns, transferees, purchasers, lessees, mortgagees, beneficiaries, and all other persons or entities acquiring any right, title, or interest in or to the Property after the date this Covenant is recorded.
- 4. **Benefit and Enforcement.** This Covenant is made for the benefit of Kittitas County, Washington, and the public regulatory purposes served by the BLA condition. Kittitas County, acting through its authorized departments or officials, may enforce this Covenant by any lawful remedy, including declaratory relief, injunctive relief, specific performance, denial or withholding of approvals inconsistent with this Covenant, and any other remedy available at law or in equity.
- 5. **Amendment or Release.** This Covenant may be amended, released, or terminated only by a written instrument approved by the Kittitas County Board of Commissioners, signed by the then-current record owner of the Property and Kittitas County, or its authorized successor agency, and recorded with the Kittitas County Auditor. No oral statement, permit comment, staff communication, correspondence, or unrecorded document shall amend, release, terminate, or otherwise modify this Covenant.

- 6. Severability.** If any provision of this Covenant is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.
- 7. No Waiver.** Failure to enforce this Covenant in any instance shall not constitute a waiver of the right to enforce it in any other instance.
- 8. Governing Law and Venue.** This Covenant shall be governed by Washington law. Venue for any action concerning this Covenant shall lie in Kittitas County Superior Court unless exclusive jurisdiction is vested elsewhere by law.
- 9. Effective Date.** This Covenant is effective upon recording with the Kittitas County Auditor.

DATED this ____ day of _____, 2026.

OWNER / GRANTOR:

FOWLER CREEK TRAILS, LLC,
a Washington limited liability company

By: _____

Name: Patrick Deneen

Title: Authorized Representative

Patrick Deneen, individually

Nancy Marcus, individually

ACKNOWLEDGMENT - REPRESENTATIVE CAPACITY

STATE OF WASHINGTON

County of Kittitas

This record was acknowledged before me on _____, 2026, by Patrick Deneen as authorized representative of Fowler Creek Trails, LLC, a Washington limited liability company, on behalf of the company.

Signature of Notary Public

Print Name

Notary Public in and for the State of Washington

My commission expires

ACKNOWLEDGMENT - INDIVIDUAL CAPACITY

STATE OF WASHINGTON

County of Kittitas

This record was acknowledged before me on _____, 2026, by Patrick Deneen.

Signature of Notary Public

Print Name

Notary Public in and for the State of Washington

My commission expires

ACKNOWLEDGMENT - INDIVIDUAL CAPACITY

STATE OF WASHINGTON

County of Kittitas

This record was acknowledged before me on _____, 2026, by Nancy Harcus.

Signature of Notary Public

Print Name

Notary Public in and for the State of Washington

My commission expires

EXHIBIT A
Legal Description

The Property subject to this Covenant is legally described as follows:

LOT 100, in Book _____ of Surveys, Pages _____, as filed with the Kittitas County Auditor, situated in Kittitas County, Washington.

For reference only: The Property is identified as Assessor's Parcel No. 982736 and as Lot 100 on the Fowler Creek Trails Boundary Line Adjustment, Kittitas County Boundary Line Adjustment No. BL-26-00002.