

stewart SUBDIVISION GUARANTEE

Guarantee No.: G-6329-12270

Fee: \$300.00

Order No.: 472142AM

Tax: \$24.90

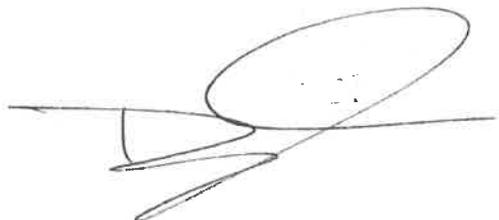
Dated: May 25, 2021

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company (the "Company"), guarantees the County of and Kittitas any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Countersigned by:



Authorized Countersignature



Frederick H. Eppinger
President and CEO



Denise Carraux
Secretary

AmeriTitle
208 W Ninth, Ste. 6
Ellensburg, WA 98926

Guarantee Serial No.	G-6329-12270
---------------------------------	---------------------

In writing this company, please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial No.

SCHEDULE A

Order Number: 472142AM

Prepared by: Dave Johnson
Guarantee No.: G-6329-12270

Effective Date: May 25, 2021
Premium: \$300.00
Sales Tax: \$24.90

OWNERS: Stephanie N. Zipperer and Justin C. Zipperer, a married couple

LEGAL DESCRIPTION:

Lot 1 of EARL GENTRY SHORT PLAT, SP-04-46, Recorded in Book H of Short Plats at page(s) 66 and 67, under Recording Number 200506200020, Being a portion of Sections 21 and 28, Township 20 North, Range 14 East W.M., Records of Kittitas County, Washington.

SUBJECT TO:

1. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

2. Liens, levies and assessments of the Gentry Farms Water User and Owner's Association.
3. Liens, levies and assessments of the Big Creek Road Committee.
4. Liens, levies and assessments of the Big Creek Water User's Association.
5. 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: 2021
Tax Type: County
Total Annual Tax: \$1,818.30
Tax ID #: 15148
Taxing Entity: Kittitas County Treasurer
First Installment: \$911.65
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2021
Second Installment: \$906.65
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2021
Levy Code: 43
Land use/DOR code: 91
Land Value: \$252,800.00
Improvements: \$11,570.00

6. General Taxes for the year 2021, a Lien, the first half is delinquent and the second half is now due and payable.

WA Subdivision Guarantee

Parcel No.: 15148.
In the original amount of: \$911.65.

7. PROVISIONS OF THE of the Gentry Farms Homeowners' Association or Water Users Association, and any tax, fee, assessments or charges as may be levied by said associations, as disclosed by Declaration of Covenants, Conditions, Restrictions, Easements, and Reservations:
Recorded: April 2, 1993
Recording no.: 558285
8. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Postal Telegraph Cable Co.
Recorded: April 27, 1911
Instrument No.: 29533
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company
Recorded: May 12, 1948
Instrument No.: 202133
10. EASEMENT, including terms and provisions contained therein as disclosed by deed recorded under Auditor's File Number 533009:
Recording No.: Volume A of Deeds, Page 162, recorded March 1888
For: Water for irrigation and all other stated purposes
Affects: The legal description contained in said instrument is not sufficient to determine its exact location. Note: Said easement is also disclosed by various other documents of record; however, the recording information of Volume A of Deeds, page 162 disclosed by said documents is in error.

Includes other property
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Bob McCann
Recorded: July 16, 1991
Instrument No.: 540995
12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Recorded: March 17, 1992
Instrument No.: 547356
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Alfred V. Montgomery and Kathleen L. Montgomery, husband and wife
Recorded: June 3, 2014
Instrument No.: 201406030019
14. POSSIBLE UNRECORDED EASEMENTS for irrigation ditches and other facilities relating to the transport of water as disclosed by instrument:
Recorded: June 26, 1926
Recording No.: 82349
15. AGREEMENT FOR IRRIGATION IMPROVEMENTS AND EASEMENTS AND THE TERMS AND CONDITIONS THEREOF:
Between: Lee L. Lund and Jane E. Lund, husband and wife; Maude W. Darling Smith; Robley D. Carr and Dorothy H. Carr, husband and wife and C. Frederick Darling
Recorded: October 27, 1972
Recording no: 378789

WA Subdivision Guarantee

16. DECLARATION OF ROAD USE AND MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
Recorded: February 21, 2003
Recording no: 200302210046
17. BIG CREEK WATER USER'S ASSOCIATION SHARE DITCH AND DIVERSION MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
Recorded: November 22, 2004
Recording no: 200411220072
18. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: April 2, 1993
Instrument No.: 558285
19. Reservation of Oil, gas, minerals, including the terms and provisions contained therein, in deed.
Recorded: July 5, 1973
As Follows: Reserves to the lot owners on each side of Big Creek and abutting on Big Creek the use of the community tract denoted A on Big Creek Plat in Kittitas County, and also the right to use of Sunshine Way, which is or will be dedicated, as a means of ingress and egress to and from the properties lying in that portion of the South Half of Section 21, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington, designated as Big Creek Addition.
Instrument No.: 383266
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Reservation of Oil, gas, minerals, including the terms and provisions contained therein, in deed from Northern Pacific Railway Company.
Recorded: January 17, 1900
Book: 1 of Deeds, Page 460
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
21. Earl Gentry Short Plat as shown on Short Plat No. 04-46, including but not limited to:
Recorded: June 20, 2005
Instrument No.: 200506200020
Book: , Page:
A. Dedication
B. Notes
22. Survey, including the terms and provisions thereof,
Recorded: August 13, 2002
Instrument No.: 200208130003
Book: 27 of Surveys, Page: 248-249
23. Quit Claim Deed (As To Water Rights), including the terms and provisions thereof,
Recorded: June 15, 2017
Instrument No.: 201706150009
24. Certificate of Adjudicated Water Right, including the terms and provisions thereof,
Recorded: July 24, 2019
Instrument No.: 201907240081
25. 2 Party Shared Well Water Users Agreement, including the terms and provisions thereof,
Recorded: February 19, 2021
Instrument No.: 202102190035
26. 2 Party Shared Well Water Users Agreement, including the terms and provisions thereof,
Recorded: February 19, 2021
Instrument No.: 202102190036

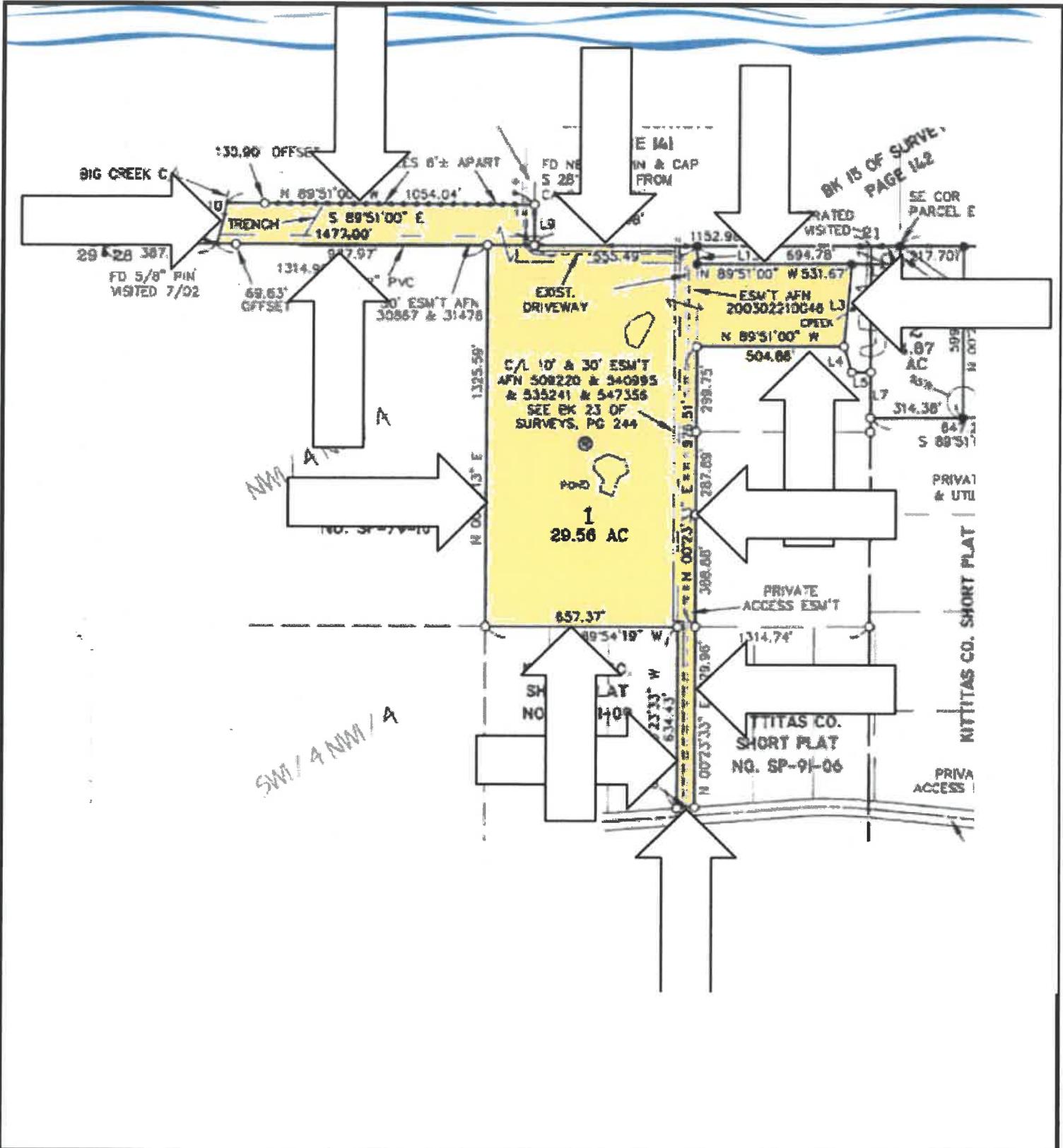


WA Subdivision Guarantee

Order Number: 472142AM

Guarantee No.: G-6329-12270

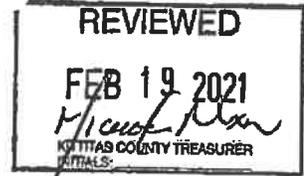
This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.



311 Big Creek Rd
Cle Elum, WA 98922

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF

\$106.50 Agreement ZIPPERER
Kittitas County Auditor



Justin Zipperer
PO Box 971
Cle Elum, WA 98922

2 PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: AHK 109

Serves Parcel Number: TBD

Lot Number: 2 of Zipperer SP Subdivision

Physical Address: 311 Big Creek Road, Cle Elum WA 98922

AND

Parcel Number: TBD

Lot Number: 1 of Zipperer SP Subdivision

Physical Address: TBD, Big Creek Rd, Cle Elum WA 98922

Ownership of the Well and Waterworks

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

Cost of Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

Cost of Maintenance of Water System

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described.

Water Line Easements

Justin & Stephanie Zipperer TBD Zipperer SP Lot 2
(owner name and parcel #, name of subdivision, and lot number containing the well)

GRANTS

Justin & Stephanie Zipperer TBD Zipperer SP Lot 1
(owner name, parcel #, name of subdivision, and lot number adjacent to well)

An easement for the use and purpose of conveying water from the well to the property of

Justin & Stephanie Zipperer TBD Zipperer SP Lot 1
(owner name, parcel #, name of subdivision, and lot number adjacent to well).

Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to shared property line. No new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.

Maintenance and Repair of Pipelines

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines.

Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for two-party domestic use. Any potential source of contamination may include but is not limited to: septic drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animal pens where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New structures and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Kittitas County Public Health Department and/or other appropriate governmental agency.

Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Kittitas County. In the event that the quality or quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

Restriction on Furnishing Water to Additional Parties

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both property owners and written approval from the Kittitas County Public Health Department.

Restriction on Water Use

Use restrictions are set at the time of water budget neutral determination and associated with the parcel. The amount of water allowed is recorded on the deed of the parcel and may be monitored and recorded depending on the source of the water rights. Water use for the lots referenced within this agreement are _____ acre feet/year for parcel # _____ and _____ acre feet/year for parcel # _____. (Include indoor and outdoor use restrictions).

Termination of this Agreement

This agreement may be revoked at anytime; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the Kittitas County Health Department for review and approval. After, review and approval by the health department the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the Kittitas County Auditor's Office as a recorded document that runs with the title of the land.

Heirs, Successors, and Assigns

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

Signed: _____
Owner(s) of Property with the Well
Print Name: Justin Zipperer Stephanie Zipperer

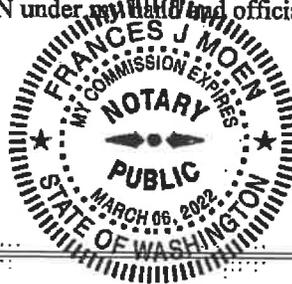
State of Washington)
County of Kittitas)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 18th day of February, 2021, personally appeared before me

Frances J. Moen

to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (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.



Frances J. Moen
Notary Public in and for the State of Washington,
Residing in: Clallum
My Commission Expires: March 6, 2022

Signed: [Signature] [Signature]
Owner(s) of Second Property Served by the Shared Well

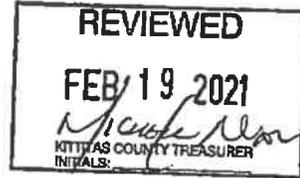
Print Name: Justin Zippner Stephanie Zippner

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 18th day of February, 2021, personally appeared before me Frances J. Moen to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (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.



Frances J. Moen
Notary Public in and for the State of Washington,
Residing in: Clallum
My Commission Expires: March 6, 2022



Justin Zipperer
PO Box 971
Cle Elum, WA 98922

2 PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: TBD

Serves Parcel Number: TBD

Lot Number: 3 of Zipperer SP Subdivision

Physical Address: TBD

AND

Parcel Number: TBD

Lot Number: 4 of Zipperer SP Subdivision

Physical Address: TBD

Ownership of the Well and Waterworks

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

Cost of Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

Cost of Maintenance of Water System

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described.

Water Line Easements

TBD
Justin & Stephanie Zipperer Zipperer SP Lot 3
(owner name and parcel #, name of subdivision, and lot number containing the well)

GRANTS

TBD
Justin & Stephanie Zipperer Zipperer SP Lot 4
(owner name, parcel #, name of subdivision, and lot number adjacent to well)

An easement for the use and purpose of conveying water from the well to the property of

Justin & Stephanie Zipper ^{TBD} Zipper SP Lot 4
(owner name, parcel #, name of subdivision, and lot number adjacent to well).

Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to shared property line. No new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.

Maintenance and Repair of Pipelines

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines.

Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for two-party domestic use. Any potential source of contamination may include but is not limited to: septic drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animal pens where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New structures and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Kittitas County Public Health Department and/or other appropriate governmental agency.

Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Kittitas County. In the event that the quality or quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

Restriction on Furnishing Water to Additional Parties

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both property owners and written approval from the Kittitas County Public Health Department.

Restriction on Water Use

Use restrictions are set at the time of water budget neutral determination and associated with the parcel. The amount of water allowed is recorded on the deed of the parcel and may be monitored and recorded depending on the source of the water rights. Water use for the lots referenced within this agreement are _____ acre feet/year for parcel # _____ and _____ acre feet/year for parcel # _____. (Include indoor and outdoor use restrictions).

Termination of this Agreement

This agreement may be revoked at anytime; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the Kittitas County Health Department for review and approval. After, review and approval by the health department the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the Kittitas County Auditor's Office as a recorded document that runs with the title of the land.

Heirs, Successors, and Assigns

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

Signed: _____
Owner(s) of Property with the Well
Print Name: Justin Zipper Stephanie Zipper

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 18th day of February, 2021, personally appeared before me

Frances J. Moen to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (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.



Frances J. Moen
Notary Public in and for the State of Washington,
Residing in: Cle Elum
My Commission Expires: March 6, 2022

Signed: [Signature] [Signature]
Owner(s) of Second Property Served by the Shared Well

Print Name: Justin Zippner Stephanie Zippner

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 18th day of February, 2021, personally appeared before me Frances J. Moen to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (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.



Frances J. Moen
Notary Public in and for the State of Washington,
Residing in: Cle Elum
My Commission Expires: March 6, 2022

0000 0000 7656

558285

22

RECORDED
INDEXED
COMM - S.C.
50 APR - 2 PM 3:13

GENTRY FARMS

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR GENTRY FARMS (The "Declaration") is made by Earl E. Gentry and Valerie K. Gentry ("Declarant"), as of the 29th day of March, 1991.

RECITALS

Declarant is the owner of certain real property (the "Property") in Kittitas County, Washington, legally described in Exhibit 1 attached hereto.

The Property consists of 14 Parcels as shown in the map.

NOW, THEREFORE, Declarant declares that the Property is subject to all restrictions and easements, as herein set forth or as these covenants, conditions and reservations shall in the future be amended, and shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements and assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of an which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.

DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

Section 1.1.1 "Water User Association" and "Owners Association" means all of the Parcel Owners acting as group in accordance with the By-laws of the Association, this Declaration and as further described in Article 4.

Vol 34 Page 102

0000 0000 7657

Section 1.1.2 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an improvement, except wholly interior alterations to a then existing structure.

Section 1.1.3 "Declarant" shall mean Gentry Farm Owners and/or its successors in interest or assigns.

Section 1.1.4 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Gentry Farms, and as it may from time to time be amended.

Section 1.1.5 "First Real Estate Contract; and "First Vendor" shall mean, respectively, (a) a recorded Real Estate Contract on a Parcel that has legal priority over all other Contracts thereon, and (b) the holder of a first Real Estate Contract. For purposes of determining the percentage of First Real Estate Contract approving a proposed decision or course of action in cases where a Vendor holds a First Real Estate Contract on more than one Parcel, such Vendor shall be deemed a separate Vendor for each such First Real Estate Contract so held.

Section 1.1.6 "Parcel" shall mean any one of the 14 parcels numbered parcels A-1 through A-5 and B-1 through B-9 inclusive, together with improvements and appurtenances, if any, thereon.

Section 1.1.7 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Parcel and shall also mean a real estate contract for the sale of a Parcel.

Section 1.1.8 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Parcel created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Parcel.

Section 1.1.9 "Owners" shall mean a record owner, whether one or more persons, of fee simple title to a Parcel which the property is being so entitled shall except those parties who interest solely for the performance of an obligation.

Section 1.1.10 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

201 page 102

201 page 103

0000 0000 7658

Section 1.1.11 "Property" shall mean the land described on Exhibit 1 and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

Section 1.1.12 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, deck, swimming pool, barn, outbuilding, covered riding arena, shed or the like.

Section 1.1.13 "Survey" shall mean the record of survey of the Property referenced in the "Recitals" paragraph above, and any amendments, corrections of addenda thereto subsequently recorded.

Section 1.1.14 "Transition Date" is defined in Section 6.2.

Section 1.2 Form of words the singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

ARTICLE 2.

EASEMENTS

Section 2.1 Easement for Utilities and Drainage, Buried Irrigation Pines, Stock Water Ditches. Declarant does hereby establish, create and reserve for the benefit of itself and all owners, and their respective heirs and assigns, the following easements:

(1) See Exhibit 2, Map, attached hereto and made a part hereof.

ARTICLE 3.

CONSTRUCTION ON PARCELS AND USE OF PARCELS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property:

(i) standards, that will safeguard the privacy and quiet enjoyment of all Owners; and

(ii) a uniformity of use and quality of workmanship, materials, design, maintenance and location of structures with respect to topography, finish grade elevation and adjacent Parcels

va. SALEX 103

va. SALEX 101

mean any
of an
existing

Owners

ration of
or Gentry

Vendor"
ract on a
thereon,
purposes
Contract
s where a
Parcel,
ch First

4 parcels
clusive,
ereon.

rtqaga or
wall also

owner, or
a Parcel
mean the
tract for

whether
ithin the
ing such

ividual,
er legal

and improvements thereon. It is in the best interests of each Owner that such standards be maintained as hereinafter provided.

Section 3.1 Minimum Size. This Declaration recognized that some Owners may elect to construct a recreational residence for occupation less than 120 days per year ("Recreational Residence"), rather than a primary residence designed for year-round occupancy ("Primary Resident"). Accordingly, the following minimum size requirements shall apply:

Section 3.2.1 Square Footage Area. Square footage for any and all homes to be built on said property shall be as follows: Ramblers to have a minimum of 1,250 square feet of floor space. Split Level Entry houses shall have a minimum of 1,250 square feet on the main floor with a total minimum of 1,650 square feet. Two Story Homes shall contain a minimum of 1,650 square feet of floor area. All Tri-Levels shall contain a minimum of 1,650 square feet of floor area. The entire exterior of any building must be completed within 12 months after work has commenced.

Section 3.2.2 Exterior Finish. Exteriors shall be brick or painted in earthtone colors, including any repainting, except as approved by the Owners Association. Homes shall be of traditional wood frame or brick style. Roofs shall be of a non-glaring finish.

Section 3.3 Use Restrictions.

Section 3.3.1 Residential Use. The dwellings within the Gentry Farms are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational or other reasonable activities normally incident to such use. In addition farms, ranches and home occupations shall be permitted uses under this Declaration. "Farms and ranches" as used herein shall mean any farm and ranch activities owned and operated by the owner of a Parcel. "Home occupation" as used herein shall mean any occupation which is not in violation of the Kittitas County Zoning Ordinances applicable to said area.

Section 3.3.2 Maintenance of Buildings and Parcels. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Parcel, as well as the Parcel, in a good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Parcel.

34164 105

0000 0000 7660

Section 3.3.3 Completion of Construction. Any Structures erected or placed on any Parcel shall be completed as to external appearance within twelve (12) months from the date Construction, however, with good cause shown, the Declarant may extend this term. All yards and landscaping must be completed within six (6) months from the completion of the Structure; however, with good cause shown, the Declarant may extend this term. All Parcels shall be maintained in a neat and orderly condition during Construction.

Section 3.3.4 Temporary Structures. No Structure of a temporary character (other than temporary construction-related structures), trailers, tent, shack, garage, barn, mobile homes, prefab homes, or other outbuilding shall be installed, placed or used on any Parcel as a residence, either temporary or permanently.

Section 3.3.5 Fences. No barbed wire fence shall be permitted.

Section 3.3.6 Offensive Activity. Vehicles or materials used in connection therewith cannot be kept, parked, stored, dismantled or repaired outside of any Parcel or any street within the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Parcel, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Tenants. In addition, and without limitation as to the foregoing, the discharge of firearms and target shooting are strictly prohibited on the Property and all Parcels therein.

Section 3.3.7 Setbacks. No structure shall be located closer than fifty (50) feet from the front, side or rear line of any Parcel. For purposes of this Section, eaves, steps, fences, driveways and open porches shall not be considered as part of the Structure, provided that this Section shall not be construed to permit any portion of a Structure on any Parcel to encroach upon any other Parcel. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks. This paragraph shall not apply to existing structures on Parcels A-1 and A-2.

Section 3.3.8 Underground Utilities. All utility lines or wires located outside a dwelling unit shall be in conduits attached to such units or underground, except existing lines.

Section 3.3.9 Land Use Activities. No oil drilling,

0000 0000 7662

to Gentry Farms Water Users and Owners Association, each owner must belong to "Big Creek Waters Users Association." This association maintains a water diversion system which consists of a diversion dam and main delivery ditches to the water users of Gentry Farms. An initial fee of \$203.00 will be charged for each new member.

ARTICLE 5.

NOTICES FOR ALL PURPOSES

All notices given under the provision of this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Declarant. Mailing addresses may be changed by notice in writing to the Declarant. Notices to the Declarant shall be mailed to the following address:

Earl E. and Valerie K. Gentry
HC 50, BOX 6660
Cle Elum, Washington, 98922

The Declarant's address may be changed from time to time by the execution and recording of an instrument in the real property Records of Kittitas County, Washington, which (i) refers to this Declaration and this Article 5 and (ii) sets forth the Declarant's new address.

ARTICLE 6.

AUTHORITY OF THE DECLARANT

Section 6.1 Adoption of Rules and Regulations. The Declarant with consent of two-thirds of the Owners is empowered to adopt, amend, and revoke detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The rules and regulations shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. Up and until the Transition Date, the Declarant shall have the power to enforce

EX-34100 103

0000 0600 7663

the provisions of this Declaration, and the rules and regulations for the benefit of the Owners. Upon the Transition Date, and without further action by any Person or Persons, (i) the term of the Declarant's management of the Property shall end and all duties shall become the responsibility of the Owners Association; and (ii) the Declarant shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration. The Transition Date will be either (i) the date designated by Declarant in written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded; or (ii) seven (7) years after the recording of this Declaration. From and after the Transition Date by a vote of the then Owners of two-thirds of the Parcels said Owners shall have the power through a written instrument recorded in the real property records of Kittitas County, Washington, to restrict or eliminate all or any part of the approval powers and duties of the Declarant set forth in this Declaration.

The failure of any Owner to comply with provisions of this Declaration, or the rules and regulations will give rise to a cause of action in the Declarant and any aggrieved Parcel Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought with respect to this Declaration, or the rules or regulations adopted by the Declarant or Owners, the prevailing party shall be entitled to judgment against the other party for its reasonable expense, court costs and attorney's fees in the amount awarded by the Court.

Section 6.3 Goods and Services. With the consent of two-thirds vote of the Owners, the Owners shall acquire and pay for as common expenses any goods or services reasonably necessary or convenient for the efficient and orderly maintenance of the Property.

ARTICLE 7.

LIEN AND COLLECTION OF ASSESSMENTS

Section 7.1 ASSESSMENTS ARE A LIEN PRIORITY. All unpaid sums assessed by the Declarant for the share of the common expenses chargeable to any Parcel and any sums specifically assessed to any Parcel under the authority of this Declaration shall constitute a lien on the Parcel and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Parcel in favor of any assessing unit and/or special district and to all

0000 0000 7664

sums unpaid on all first Mortgages and/or Contracts of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Parcel. A First Mortgage and/or Vendor in possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Parcel free of any claims for the share of assessments by the Declarant chargeable to the Parcel which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Parcel's past-due share of assessments shall become new expenses chargeable to all of the Parcel Owners, including the Mortgages or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Parcels owned by each of them.

Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for the past due Assessments as provided in Section 6.1. For purposes of this section "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 7.2 Lien May Be Foreclosed. The lien of delinquent assessments may be foreclosed by suit in like manner as the foreclosure of a mortgage of real property.

Section 7.3 Assessments are Personal Obligations. In addition to constituting a lien on the Parcel, all sums assessed by the Declarant chargeable to any Parcel, together with interest, late charges, costs and attorney's fees in the event of delinquency, shall be the joint and several personal obligations of the owner and any contract purchaser of the Parcel when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments, shall be maintainable without foreclosing or waiving the liens securing the obligation.

Section 7.4 Late Charges and Interest on Delinquent Assessments. The Declarant may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment against a Parcel is not paid when due, the Declarant may elect to declare the entire assessments against the Parcel for the remainder of the fiscal year to be immediately due and payable.

34122 110

Section 7.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 7.6 Remedies Cumulative. The remedies provided herein are cumulative and the Declarant may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 7.7 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Parcel.

ARTICLE 8.

FAILURE OF DECLARANT TO INSIST ON STRICT PERFORMANCE - NO WAIVER

The failure of the Declarant (or Owners) in any instance to insist upon the strict compliance with this Declaration or rules and regulations adopted pursuant hereto, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of any terms, covenant, condition, or restriction. The receipt by the Declarant of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Declarant of any requirement shall be effective unless expressed in writing and signed by the Declarant.

ARTICLE 9.

LIMITATION OF LIABILITY

So long as the Declarant or any Owner acting on behalf of other Owners to enforce the terms and provisions of this Declaration has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, for any damage, loss or prejudice suffered or claimed on account of any act, omission,

111 341

0000 0000 7666

error or negligence of such Person; provided, that this Article shall not apply where the consequences of such act, omission, error or negligence are covered by any insurance actually obtained by the Declarant.

ARTICLE 10.

INDEMNIFICATION.

Declarant shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he hold such position at the time such expenses and liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties.

ARTICLE 11.

INSURANCE

At such times as the Declarant deems appropriate, the Declarant may cause the Owners to purchase and maintain as a common expense a policy or policies which the Declarant deems necessary or desirable to provide casualty insurance; comprehensive liability insurance, with such deductible provisions as the Declarant deems advisable; insurance, as available, for the protection of the Declarant, and/or its representatives from personal liability in the management of the Declarant's duties; and such other insurance if the Declarant deems advisable.

ARTICLE 12.

AMENDMENTS OF DECLARATION

Any Parcel Owner or Declarant may propose amendments to this Declaration. Amendments may be adopted at a meeting of the Owners or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Owners. The total voting power of the Owners at any given time shall equal the number of Parcels included within the Property at the time. The Owners or Owners of each Parcel within the Property shall be entitled to one vote. If

0000 0000 7567

A person (including Declarant) owns more than one Parcel, he or she shall have the votes appertaining to each Parcel owned. If a Parcel is owned by husband and wife and only one of them is at the meeting, the one who is present will represent the marital community. The vote for a Parcel must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Amendments shall be adopted if approved by Owners holding title to two-thirds or more of the Parcels. Once an amendment has been adopted by the Owners the amendment will become effective when a certificate of the amendment, executed by Declarant, has been recorded in the real property Records of Kittitas County, Washington.

ARTICLE 13.

DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 14.

RESERVATION OF DECLARANT'S RIGHT TO AMEND TO AND COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS

Section 14.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds of financing provided by, through or in conjunction with FHLMC or FNMA or FHA.

Section 14.2 Authorization to Amend. If Declarant, after the Declaration has been recorded, determines that it is necessary pursuant to Section 14.1 above, to amend the Declaration, then the Declarant, with the consent of two-thirds vote of the Owners is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Parcel Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Parcels and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Parcel Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 14.3 Duration. Declarant's rights under this Article shall exist only until the Transition Date.

ARTICLE 15.

SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any provision shall not affect the enforceability of any other provision.

ARTICLE 16.

EFFECTIVE DATE

This Declaration shall be effective upon recording.

0000 0000 7669

ARTICLE 17.

ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED as of the date first written above.

GENTRY FARMS

By: Earl E. Gentry
EARL E. GENTRY, Owner

By: Valerie K. Gentry
VALERIE K. GENTRY, Owner

STATE OF WASHINGTON }
County of Kittitas } ss.

I certify that I know or have satisfactory evidence that EARL E. GENTRY and VALERIE K. GENTRY are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 7th day of March, 1993.



Charles E. Meridian
NOTARY PUBLIC in and for the State of WASHINGTON.
My Commission Expires: 10-31-94

no. 341 Oct 115

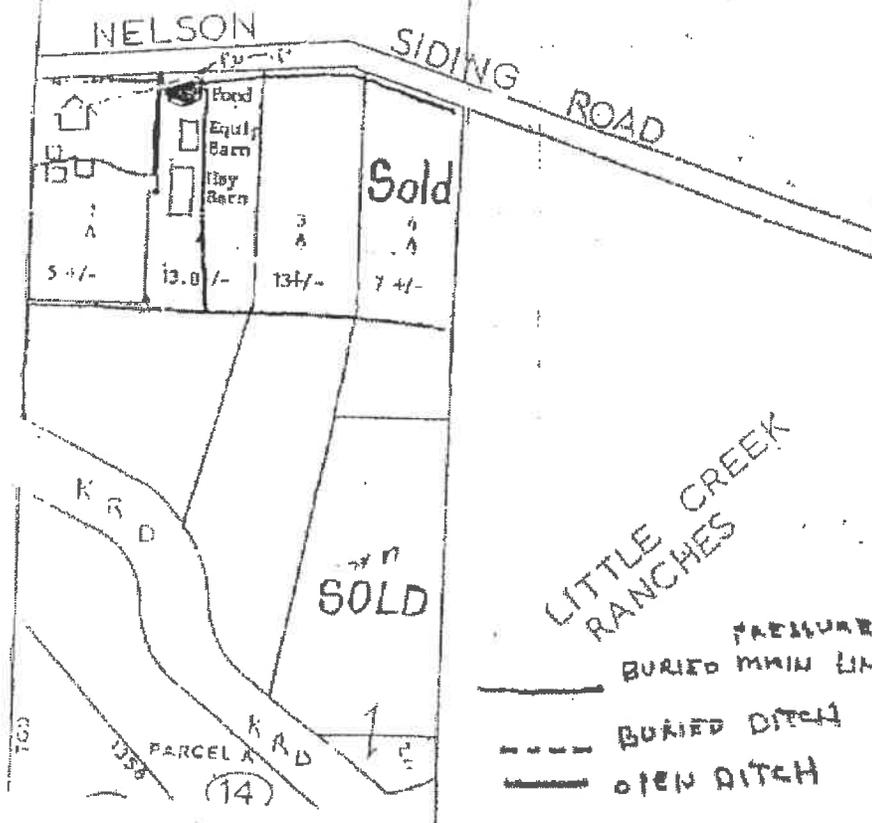
0000 0000 7670

EXHIBIT 1 and EXHIBIT 2
(Consisting of two pages)

Page 1

MAP "A"

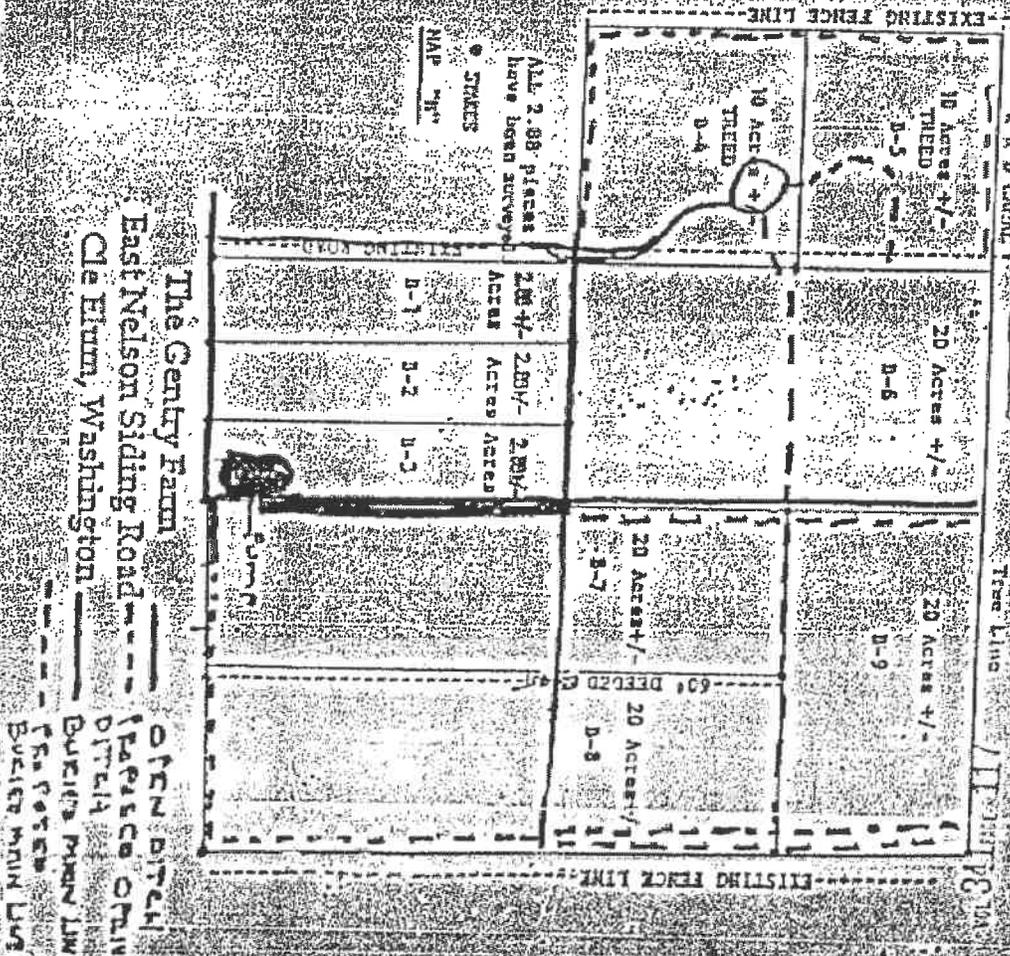
SEE MAP "B" FOR ADDITIONAL
ACREAGE!



34 Jan 1966

0000 0000 7671

EXHIBIT 1 and EXHIBIT 2
(consisting of two pages)



All 2.98 pieces
have been surveyed
STAKES
NAD 79

The Century Farm
East Nelson Siding Road
Mc Elroy, Washington

OPEN DITCH
FARFACO CHAIN
DITCH
BURRIS PUMP LIME
FAFACO
BUCKLE MAN LIME

Page

202133

In consideration of the sum of Five Dollars (\$5.00) received this day from THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, the undersigned hereby grant and convey unto said Company, its successors and assigns, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as said grantee may from time to time require, consisting of underground cables, wires, conduits, manholes, drums and splicing boxes, and surface testing-terminals, repeaters, repeater housings and markers, poles and other appurtenances, upon, over and under a strip of land thirty (30) feet wide across the following-described land which the undersigned own or in which the undersigned has an interest:

Together with the right to place a repeater housing building adjacent to and outside said thirty foot strip and fifty feet easterly from the westerly boundary of the following described land, and the right to clear and keep clear of all vegetation a tract of land one hundred feet square of which tract said repeater housing building shall be the center.

That portion of the Northwest quarter of the Southwest quarter, lying east of the east boundary line of the County Road and South of the South boundary line of the Milwaukee Railroad and the Northeast quarter of the Southwest quarter of the Southwest quarter and the West 178 feet of the Southeast quarter of the Southwest quarter in Section 21, Township 20 North, Range 14 East, T. 1.

County of Kittitas, State of Washington, together with the right of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted, including the right to maintain a road or roads therefor running generally along said strip or over such portions of other route or routes as may be mutually satisfactory; and the right to clear and keep clear all trees, roots, brush and other obstructions from the surface of said strip and to install gates in any fences crossing said strip. The southerly boundary of said strip shall be a line parallel to and ten (10) feet southerly of the first cable laid, which cable shall have its location indicated by surface markers at intervals on said strip. The undersigned for himself (themselves) and heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip, that no inflammable materials or explosives will be used or stored within ten (10) feet of said strip or within one hundred (100) feet of the above-mentioned repeater housings, and that the land on said strip will not be used in agricultural operations or otherwise in a depth greater than ~~four~~ ^{eight} inches. The grantee agrees that said cables shall be buried at least ~~four~~ ^{eight} inches below the ground surface and that it will pay a charge to fence and growing crops ~~and other crops~~ arising from the construction and maintenance of the aforesaid systems.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1st day of ~~July~~ ^{August} 1924.

Witness:

[Handwritten signatures] (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)



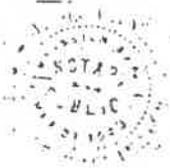
79

STATE OF Washington
COUNTY OF Kittitas

On this day personally appeared before me John Griessmole and
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 purpose therein mentioned.

Given under my hand and official seal this 12th day of May, 1948.



G. L. Mead
Notary Public in and for the State of Washington
residing at Seattle

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

John Griessmole, Clerk

RECEIVED

Return to Operator at

Operator 22

547356

ORIGINAL ⁹⁰⁰

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

JACK W. FLOYD and SHAWN R. K. FLOYD, husband and wife

Grantor hereinafter, grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation (Grantee hereinafter), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" hereinafter) Kittitas County, Washington.

See Attached EXHIBIT "A"

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
STATE DEPARTMENT
JULY 27 1984
SELLEVUE, WASHINGTON 98009-9734

92 MAR 17 PM 11:12
P & L Co.

ATTN: PETER K. REMINGTON

Except as may be otherwise set forth herein Grantor's rights shall be exercised upon that portion of the Property (the "Right-of-Way" hereinafter) described as follows:
A Right-of-Way ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows:

The centerline of Grantee's facilities as constructed or to be constructed, extended or relocated, lying within the above described Property.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances hereof, which may include but are not limited to the following: underground conductors, cables, communication lines, vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damages to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way in the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantee may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearthing Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 75 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Vol 329 Page 1322

21
28

DATED this 24th day of Feb., 19 91



GRANTOR
BY: [Signature]
JACK W. FLOYD
BY: [Signature]
SHAWN R. K. FLOYD

STATE OF WASHINGTON)
COUNTY OF Kittitas)

On this day personally appeared before me JACK W. and SHAWN R. K. FLOYD
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 24th day of Feb., 19 91

Valerie M. Lunn
Notary Public, in and for the State of Washington,
residing at Roslyn
My Commission Expires 6/1/95

STATE OF WASHINGTON)
COUNTY OF)

On this day personally appeared before me _____
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 and official seal this _____ day of _____, 19 _____

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

STATE OF WASHINGTON)
COUNTY OF)

On this day personally appeared before me _____
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 and official seal this _____ day of _____, 19 _____

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

STATE OF WASHINGTON)
COUNTY OF)

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared
to me known to be the _____ and _____, 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 _____
My Commission Expires _____

OFFICIAL RECORDS

VOL 329 PAGE 1323

ORIGINAL

C-9138
9108938
JI/AC001
2013-84

EXHIBIT "A"

All that portion of the following described tract lying South of the Plat of Big Creek, and East of the Thread of Big Creek; Beginning at the Southwest corner of Section 21, Township 20 North, Range 14 East, W. M.;

Thence Easterly 1,477 feet to a point on the South boundary line of said Section;

Thence North 18' East, to the South boundary line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company's Right of Way;

Thence Westerly along said line to the intersection of said railway Right of Way with the Easterly boundary line of Right of Way of County Road;

Thence Southeasterly along said East boundary line to the West boundary line of said Section 21;

Thence South along said West boundary line to the Point of Beginning;

Together with an easement for the purpose of Ingress, egress road construction and maintenance, installation and maintenance of utilities, which easement is described as follows:

An easement 30 feet in width, being 15 feet on each side of the following described centerline;

Commencing at the Southwest corner of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 20 North, Range 14 East, W. M., Records of Kittitas County, State of Washington, lying North of County Road;

Thence East 20.00 feet along the North line thereof to the TRUE POINT OF BEGINNING;

Thence North on a line parallel with and 20.00 feet distant from the West boundary line of said Northeast quarter of the Southeast quarter of the Northwest quarter to the North boundary line thereof;

Thence continuing North on a line parallel with and 20 feet distant from the West boundary line of the East half of the Northeast quarter of the Northwest quarter of Section 28, Township 20 North, Range 14 East, W. M., 20 feet;

Thence West at right angles, 35.00 feet, to a point which lies 15 feet Westerly of the East boundary line of the West half of the Northeast quarter of the Northwest quarter of Section 28, Township 20 North, Range 14 East, W. M.;

Thence North on a line parallel with and 15 feet distant from said East boundary line to a point 15 feet South of the North boundary line of said Northeast quarter of the Northwest quarter;

Thence West at right angles on a line 15 feet distant from and parallel to the North boundary line of the Northeast quarter of the Northwest quarter of Section 28, Township 20 North, Range 14 East, W. M., to a point which lies 30 feet Westerly of the Southeast corner of the above described main tract.

VOL 329 PAGE 1324

to
JESSIE E. ADAMS JOHNSON.

CERTIFICATE OF WATER RIGHT.

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the 27th day of March, 1924, and recorded in Volume 26 of the Superior Court Journal of said County at page 326, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Big Creek a tributary of the Yakima River JESSIE E. ADAMS JOHNSON of Seattle, Washington is entitled to use, subject to the laws of the State of Washington the waters of said Big Creek for the purpose of irrigation during the period from May 1st to September 1st each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 0.5 second feet for the irrigation of 25 acres of the lands hereinafter described.

That the date of priority of said water right is 1905; that the decree aforesaid establishes said right in Class Four, which said class includes a total maximum of 7.16 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 14.9 second feet.

That the point of diversion of said water right is as follows:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29, Township 20 N., Range 14 E., T. N. W.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to-wit:

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21, Township 20 N., Range 14 E., T. N. W.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume II of Water Right Certificates at Page 249.

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 17th day of July, 1925.

(SEAL)

R.K. Tiffany
Supervisor of Hydraulics of the State
of Washington.

Filed for record June 26, 1926, at 3:00 P.M.

Request of Pete Ciorenale
Fred T. Hofmann, County Auditor.

By Aline E. Herblion, Deputy.

Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION
Filed for Record at Request of
GEORGE BONDO

TO George Bundo
13300 SE 30th
Belleme Wa
98005

THIS SPACE RESERVED FOR RECORDER'S USE.
1% RE EXCISE TAX PAID
Amount Receipt
Date June 27, 1973
Affidavit No. 442
BETTE J. SPENCE
KITITAS COUNTY TREASURER
Bette J. Spence

383266

REVENUE STAMPS

FORM 197A

Quit Claim Deed
(CORPORATE FORM)

THE GRANTOR INTERNATIONAL BUILDERS, INC., a Washington corporation,
for and in consideration of a agreement to act as Trustee,
conveys and quit claims to GEORGE BONDO
the following described real estate, situated in the County of Kittitas

21/30

State of Washington including any interest therein which grantor may hereafter acquire:
All that portion of the following described tract lying south of the
Flat of Big Creek and East of the thread of Big Creek.
Beginning at the SW corner of Section 21, Township 20 North, Range 14
East, T.14N.; thence easterly 1477 feet to a point on the south boundary
line of said section; thence north 18' east to the south boundary line
of the Chicago, Milwaukee, St. Paul and Pacific Railway Company's
right of way; thence westerly along said line to the intersection
of said railway right of way with the easterly boundary line of right
of way of county road; thence south easterly along said boundary
line to the east boundary line of said section 21; thence south along
said west boundary line to the point of beginning.

AND
That portion of the Southwest quarter of Section 21, Township 20 North,
R.14E.W., which lies west of the following described line:
Beginning at the southwest corner of Section 21, thence easterly 1477
feet to a point on the south boundary line of said section and the
true point of beginning; thence N 80° 18' E to the south. (Over)

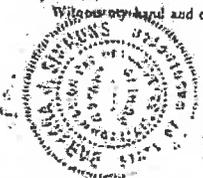
IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers
and its corporate seal to be hereunto affixed this
day of June, 1973.



INTERNATIONAL BUILDERS, INC.
By Max Hurlingham President
By J. L. Simmons Secretary

STATE OF WASHINGTON,
County of KING

On this 19th day of June, 1973, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
MAX HURLINGHAM President and J. L. SIMMONS
to me known to be the President and Secretary, respectively, of INTERNATIONAL BUILDERS, INC.
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 recited, 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.
Filed for Record Date JUL 27 1973 10:59 AM
Notary Public in and for the State of Washington,
Seating at Seattle.
By PATI OFFICIAL RECORDS
Marion Darter, Kittitas County Auditor

JUL 5 1973

VOL 40 PAGE 694

Pioneer National Title Insurance Co. - CK-1334-001

CHAS. H. WICKS JR. 21
RECORDED
JUL 5 1973

(cont from side 1)

boundary line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the end of said line; and East of the extension of the southwesterly boundary line of Lot 4, Big Creek Plat; South of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way and north of the Plat of Big Creek.

Lots 4,5,9,10,11,12,13,14,15,16,22,23 and Tract A Big Creek, as per plat thereof recorded in Book 4 of Plats, page 21, records of Kittitas County, Washington.

That portion of Sections 20 and 21, Township 20 North, Range 14 East, N. W., in Kittitas County, Washington, described as follows:

Beginning at the intersection of the Southwesterly line of the Plat of Big Creek as filed under Plat receiving No. 33307, records of Kittitas County, Washington, with the West line of said Section 21, thence South along said West line 455.74 feet to an intersection with the East line of Talmadge Road opposite P. I. STA. 8 plus 68; thence South 21 degrees 44 minutes West along said Easterly margin 47.65 feet to the true point of beginning of this description; thence South 68°16' East 390 feet, more or less, to the center line of the main channel of Big Creek; then Southerly along said center line to the South line of said Section 21; thence Westerly along said South line to the Southeast corner of said Section 20; thence North 241 feet to the Northeast corner of the South 241 feet of said Section 20; thence Westerly parallel with the South line of said Section 20 to the Easterly line of said Talmadge Road; thence North 21 degrees 44 minutes East along said Easterly margin to the true point of beginning.

Lots 17 and 18 Big Creek, as per plat thereof recorded in Book 4 of Plats, page 21, records of Kittitas County, Washington.

N.B.

This conveyance reserves to the lot owners on each side of Big Creek and abutting on Big Creek the use of the community tract denoted A on Big Creek Plat in Kittitas County, and also the right to use of Sunshine Way, which is or will be dedicated, as a means of ingress and egress to and from the properties lying in that portion of the south half of Section 21, Township 20 N Range 14 E.W.W. Kittitas County, Washington, designated as Big Creek Addition.



JUL 5 1973

OFFICIAL RECORDS



VOL 40 PAGE 695

Northern Pacific Railway Company.

This Deed, made the twenty third day of December In the year of our Lord one thousand eight hundred and eighty eight by the NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly incorporated under the laws of the State of Wisconsin, party of the first part, and James McAdams of the City of Democrat in the County of Chapman and State of Colorado party of the second part.

Whereas, the party of the first part has contracted to sell and convey to the party of the second part, the parcel of the lands hereinafter described, free from incumbrance, for the price hereinafter specified.

Therefore, in compliance with said contract, the party of the first part, in consideration of the sum of two hundred twenty three and 00/100 (223.00) Dollars, note if paid, the receipt of which is hereby acknowledged, does grant, bargain and convey unto the said party of the second part, his heirs and assigns, the following described tract of land, situate in the County of Kititas, in the State of Washington, that is to say: all

of Section No. Twenty in Township Twenty North, of Range Down and East of the William Miller Principal Meridian, containing according to the United States Government Survey, exclusive of following described strip of land 516 acres, more or less, except a strip of land extending through the same (or so much of such strip of land as may be within said described premises) of the width of four hundred (400) feet, lying between two lines each drawn parallel to and distant two hundred (200) feet from the center line of the main track of the Northern Pacific Railway as the same is now located, consolidated and operated on, over or across said described premises, or within two hundred (200) feet of same, and also reserving and excepting from said lands such as are now known, or shall hereafter be ascertained, to contain coal or iron, and also the use of such surface ground as may be necessary for mining operations, and the right of access to such reserved and excepted coal and iron lands for the purpose of exploring, developing and working the same, together with the hereditaments and appurtenances thereto belonging or in anywise appertaining with the reservations and exceptions before stated, and also subject to an easement in the public for only public road level for established here and to hold, the said lands and appurtenances unto the said party of the second part, his heirs and assigns forever, free and clear of all liens, charges and incumbrances, except taxes and assessments, if any, levied or assessed upon the said party of the first part, for the year 1897 and each subsequent year, upon the date hereof, that it will warrant and defend the title to the said premises, forever, except as against the taxes and assessments aforesaid, which, if any, the said party of the second part hereby assumes to pay.

In Witness Whereof, the said party of the first part has caused these presents to be sealed with its corporate seal, and signed by its President, the day and year first above written.

Note: The clause beginning with the word "but" and ending with the words "provided" is stricken out by a red line drawn through the same, before the execution and delivery of this instrument.

Witnessed and attested in the presence of Northern Pacific Railway Company.

Richard B. Jones President
Mr. J. Rogers Secretary

Subscribed and sworn to before me for the year 1897 and each subsequent year, upon the date hereof, that it will warrant and defend the title to the said premises, forever, except as against the taxes and assessments aforesaid, which, if any, the said party of the second part hereby assumes to pay.

Witness my hand and official seal, at my office in the City of St. Paul, the day and year first aforesaid.

W. H. Gemmel Notary Public, Ramsey County, Minnesota

STATE OF MINNESOTA, }
 COUNTY OF RAMSEY }
 On this 24 day of February 1899 before me personally appeared C. S. Mellor to me personally known, who, being by me duly sworn, did say that he is the President of the Northern Pacific Railway Company, the corporation which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. S. Mellor acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed by official seal, at my office in the City of St. Paul, the day and year first aforesaid.

J. W. Corbett Notary Public, Ramsey County, Minnesota

STATE OF WASHINGTON, }
 County of Kititas }
 I certify that the within Deed was filed for record at request of James A. Adams on the 17 day of January 1900 at 5 o'clock P.M.

Simon P. Fogarty Auditor Kititas Co., Wash.
S. C. Boidelov Deputy.

KESC 1279 1/2

TICOR TITLE INSURANCE

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Mr & Mrs Gentry
HC 60 Box 6660
Cl. Elum, WA 98922

533009

REVENUE STAMPS 7.00

THIS SPACE RESERVED FOR RECORDER'S USE

RE EXCISE TAX PAID

Amount \$ 1650.00

Date 9/28/78

Attest the 16918

SALLY SCHIRMANN, TREAS.
KITITAS COUNTY TREASURER

By C. Carr 9/29/90

KITITAS COUNTY AUDITOR
FILED REQUEST OF:

890 SEP -7 PM 3-36

NE 28
NW 28
ARB 104 NW
ARB 25
ARB 52

(FULFILLMENT)

FORM L56P D-443

Statutory Warranty Deed

THE GRANTOR DOROTHY H. CARR, individually and as Executrix of the ESTATE OF ROBLEY D. CARR under King County Superior Court Probate No. 88-4-01828-3 for and in consideration of \$10.00 and other good and valuable consideration,

in hand paid, conveys and warrants to EARL E. GENTRY and VALERIE KAY GENTRY, husband and wife, State of Washington, the following described real estate, situated in the County of KITTITAS

- The West half of the Northeast quarter, the Northeast quarter of the Northwest quarter, and the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28; Township 20 North, Range 14 East, W.M.; Except the right of way of the County Road; and EXCEPT:
1. Easement by Judgment entered in Civil Cause No. 5050
 2. Easement recorded under Auditor's Fee No. 378789
 3. Easement recorded in Book 118 of Deeds, pg. 410
 4. Easement recorded in Volume A, page 162, Kittitas County, Washington
 5. Pendency of Yakima County Superior Court Cause #77-2-01484-5, St. of WA.
 6. Subject to assessment by Weed District No. 5.
 7. Agreement recorded under Auditor's Fee No. 378789.
 8. Other conditions, covenants, easements, reservations and restrictions of record.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated September 20, 1978 and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on Sept. 26, 1978 . Rec. No. 6918.

Dated this 30th day of August, 1990.

Dorothy H. Carr By Dorothy H. Carr
DOROTHY H. CARR DOROTHY H. CARR, as Executrix of Estate of Robley D. Carr, Deceased.

By By

STATE OF WASHINGTON }
COUNTY OF King } ss

On this day personally appeared before me Dorothy H. Carr to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the use and purpose therein mentioned.

GIVEN under my hand and official seal this 30 day of August 1990
James Thomas
Notary Public in and for the State of Washington, residing at Seattle
My commission expires on 11 May 1991

STATE OF WASHINGTON }
COUNTY OF } ss

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and
to me known to be the President 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 use 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
OFFICIAL RECORDS
Notary Public in and for the State of Washington, residing at

31-Sub 767

540995

8.00

Ret: Same.
CE

KITTITAS COUNTY AUDITOR
FILED REQUEST OF: *Cond-CE*
1991 JUL 16 PM 3:37

20-14-28059-0001

EASEMENT

THIS EASEMENT made and entered into this 15th day of July, 1991, by and between EARL GENTRY and VALERIE GENTRY, husband and wife, hereinafter referred to as "Grantor" and BOB MCCANN, a single man, hereinafter referred to as "Grantee",

WITNESSETH:

For valuable consideration, the receipt whereof is hereby acknowledged, grantor grants to grantee, his heirs, successors and assigns, a non-exclusive easement for the purpose of ingress, egress, road construction and maintenance and installation and maintenance of utilities. Which easement is described as follows:

An easement 30 feet in width being 15 feet on each side of the following described centerline:

Commencing at the Southwest corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 28, Township 20 North, Range 14 East W. M., Kittitas County, State of Washington, lying North of the county road; thence East 20 feet along the North line of said county road to the true point of beginning; thence North on a line parallel with and 20 feet distant from the West boundary line of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) to the North boundary line of said Northeast Quarter (NE 1/4) of Southeast Quarter (SE 1/4) of Northwest Quarter (NW 1/4); thence continuing North on a line parallel with and 20 feet distant from the West boundary line of the East half of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 28, Township 20 North, Range 14 E. W. M. 20 feet; thence West at right angles 35 feet, to a point which lies 15 feet westerly of the East boundary line of the West half of the Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) of Section 28, Township 20 North, Range 14 E. W. M.; thence North on a line parallel with and 15 feet distant from said East boundary line to the North boundary line of said Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) and the terminus of this easement.

21
88

Said easement is non-exclusive to grantee and grantor reserves the right to grant other easements over and across the above-described easement.

Vol. 222 p. 368

The property of grantee which is to be served by the above-described easement is described as follows:

The South 656.08 feet of that portion of the Southeast Quarter and of the East Half of the Southwest quarter of Section 21, Township 20 North, Range 14 East, W. M., records of Kittitas County, State of Washington, which is described as follows:

A tract of land bounded by a line beginning at the Southeast corner of said Section and running thence North 89°51' West, 3782 feet; thence North 0°17' East, 2375 feet to the South boundary line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; Thence Southeasterly along said boundary line of said right of way to a point on the East Boundary line of said section, which is North 0° 18' East, 402 feet to the point of beginning and thence South 0°18' West, along the said East boundary line of said section 402 feet, to the point of beginning.

EXCEPT THE EAST 3080.26 FEET, THEREOF.

(ALSO KNOWN AS PARCEL F OF SURVEY, FILED IN VOLUME 15 SURVEYS, PAGE 141)

And no other property without grantor's permission first having been obtained in writing.

DATED this 15th day of July, 1991.

Earl E. Gentry
EARL GENTRY

Valerie K. Gentry
VALERIE K. GENTRY

STATE OF WASHINGTON)
County of Kittitas)

I certify that I know or have satisfactory evidence that EARL GENTRY and VALERIE K. GENTRY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of July, 1991.

(Notary Seal)



Charlene B. Sheridan
Notary Public in and for the State of Washington.
My Commission Expires: 10-17-94

669
MAR 22 1991

06/03/2014 04:29:56 PM

201406030019

\$74 00
Easement ELLIS
Kittitas County Auditor

Page 1 of 3



AFTER RECORDING RETURN TO:
ELLIS LAW OFFICES
P.O. Box 337
Cle Elum, WA 98922

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY Amstadol
DATE 6/3/14

Tax Nos.: 15148 / 20-14-28059-0001; 711336 / 20-14-28053-0003
Abbrev. Descrip.: Ptn Lot 1, Earl Gentry Short Plat 04-046; Lot 3, Mervos Short Plat,
Book D, pgs 20, 21, Kittitas County, Washington.
Documents Referenced: Recording Nos. 200302210046 and 200506200020

EASEMENT

COME NOW EARL E. GENTRY and VALERIE K. GENTRY, husband and wife, hereinafter referred to as "Gentry", who for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grant and convey to ALFRED V. MONTGOMERY and KATHLEEN L. MONTGOMERY, husband and wife, hereinafter referred to as "Montgomery", an Easement as follows:

Gentry, by Declaration of Road Use and Maintenance Agreement recorded under Kittitas County Auditor's Recording Number 200302210046, has created an easement for ingress and egress and utilities over, across and under a portion of Lot 1 of Earl Gentry Short Plat, as described in Kittitas County Auditor's Recording Number 200506200020.

1. **Property Benefited:** Lot 3 of Mervos Short Plat, as recorded in Book D of Plats, pages 20 and 21, records of Kittitas County, Washington, being a portion of Section 28, Township 20 North, Range 14 East, W.M., Kittitas County, Washington.

2. **Property Burdened:** The South 280 feet of Big Creek Road as delineated and described in Declaration of Road Use and Maintenance Agreement recorded under Kittitas County Auditor's Recording Number 200302210046, being a portion of Lot 1 of Earl Gentry Short Plat as recorded under Kittitas County Auditor's Filing No. 200506200020.

3. **Ditch/Culvert:** An open ditch runs North and South on the Westerly portion of sixty (60) foot Big Creek Road. Montgomery shall install and maintain a corrugated metal pipe under the access to Lot 3, Mervos Short Plat. Such corrugated metal pipe (or pipe of other suitable material) shall be of sufficient diameter to continue to carry water through the existing ditch unimpeded by Montgomery's point of access.

4. **Area of Easement:** The access to Lot 3, Mervos Short Plat, shall be thirty (30) feet in width, the Northern terminus of which is 280 feet north of the intersection of Big Creek Road and Nelson Siding Road. The easement shall be the southerly 280 feet of Big Creek Road as said road is described in document recorded under Kittitas County Auditor's Filing No. 20030220046. The easement herein granted is a non-exclusive easement for ingress and egress.

5. **Maintenance:** Montgomery assumes and shall be responsible for their proportionate share of road maintenance as defined in Paragraph 3, Section 2, of Declaration of Road Use recorded under Kittitas County Auditor's Recording Number 200302210046.

6. **Duration of Easement.** The easement herein set forth shall be an easement in perpetuity for the benefit of Montgomery, their heirs, successors and assigns, and binding upon Gentry, their heirs, successors and assigns.

DATED this 28 day of MAY, 2014.


EARL E. GENTRY


VALERIE K. GENTRY

APPROVED:


ALFRED V. MONTGOMERY

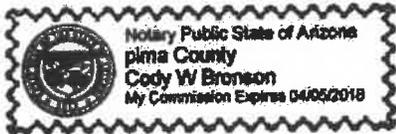

KATHLEEN L. MONTGOMERY

STATE OF ARIZONA)
) ss.
County of Pima)

I certify that I know or have satisfactory evidence that EARL E. GENTRY and VALERIE K. GENTRY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 28th day of May, 2014.

(Notary Seal)



[Signature]
Notary Public in and for the State of Washington
My Commission expires: 4/5/2018

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that ALFRED V. MONTGOMERY and KATHLEEN L. MONTGOMERY, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3rd day of June, 2014.

(Notary Seal)



[Signature]
Notary Public in and for the State of Washington
My Commission expires: 08/04/16

GEN. 28. -14

378789

AGREEMENT FOR IRRIGATION IMPROVEMENTS

THIS AGREEMENT is made this day by and between LEE L. LUND and JANE E. LUND, his wife, hereinafter called Lund, MAUDE M. DARLING SMITH, hereinafter called Smith, ROBLEY D. CARR and DOROTHY H. CARR, his wife, hereinafter called Carr, and C. FREDERICK DARLING, hereinafter called Darling, as follows:

The parties have certain established water rights on Big Creek as follows: Lund, 230 inches, first class; Smith and Darling, 150 inches, first class; Carr, 130 inches first class; and Smith, 135 inches, second class. The parties agree to construct a concrete dam, to Soil Conservation Engineer's specifications, at a point on Big Creek from which said irrigation waters are to be diverted. The location of the dam on Big Creek shall be approximately 490 feet west of the east boundary line of the Southwest Quarter (SW4) of the Southeast Quarter (SE4) of Section Twenty-nine (29), Township Twenty (20) North, Range Fourteen (14) E.W.M., and approximately 160 feet south of the north boundary line of said Southwest Quarter of Southeast Quarter of Section 29.

Handwritten notes:
Lee L. Lund
Jane E. Lund
Maude M. Darling Smith
Robley D. Carr
Dorothy H. Carr
C. Frederick Darling

It is agreed that the cost of constructing and maintaining the dam shall be paid one-third by Lund, one-third by Carr, and one-third by Smith and Darling.

It is anticipated that new ditches and improvements to existing ditches will be constructed from the point of diversion to carry the irrigation waters to the lands of the respective parties in Sections Twenty (20), Twenty-eight (28) and Twenty-nine (29), Township Twenty (20) North, Range Fourteen (14) E.W.M., in Kittitas County, Washington. One ditch, called the West Smith ditch, shall be constructed by Smith and Darling and shall run from the point of diversion northwesterly approximately 580 feet and then northerly approximately 660 feet to its intersection with the present West Smith ^{DARLING} ditch; the cost of

-1-

Filed for Record of AM
Date 10-27-72 3:24 P.M.
By Jack W. Sherry
Auctioneer, Kittitas County Auditor

OFFICIAL RECORDS

VOL. 34 PAGE 420

NOV 7 1972

constructing and maintaining this ditch shall be borne by Smith and Darling proportionately, according to ownership of water transported, for the portions of the ditch used by them, respectively. Another ditch, called the Lund-Carr ditch, runs from the point of diversion in a meandering manner to a point called the Separation Point approximately 660 feet northeast of the point of diversion, then meanders northeasterly to the Lund and Carr lands. From the Separation Point a new branch of the East Smith ditch shall run in a northerly direction approximately 850 feet to an intersection with the present East Smith ditch. All costs of the East Smith ditch shall be borne by Smith. The Lund and Carr irrigation waters will be transported in the Lund-Carr ditch, and Smith shall have the right to have her 135 inches of second class water transported to the Separation Point in this ditch, also. Carr, Lund and Smith will contribute toward the maintenance costs of the Lund-Carr ditch in proportionate amounts according to the ownership of the waters transported in the ditch, for the portions of the ditch used by them, respectively.

The said ditches will run through lands of Lund in Sections 28 and 29, Township 20 North, Range 14 E.W.M., in Kittitas County, Washington. Lund and Carr grant to each other easements for the construction, maintenance and use of the ditches as above described, and also grant to Smith and Darling easements for the construction, maintenance and use of said ditches, as hereinabove described and located. In addition, Lund grants to Carr, Smith and Darling an easement for the joint construction, maintenance and use of the dam hereinabove described.

DATED this 6 day of March, 1965.

Darling & Carr
Roscoe P. Carr
C. Frederick Darling

L. F. Lund
James E. Lund
Wm. L. W. Darling

*Noted by the
 County Clerk
 this 12th day of
 March 1965*

*under my hand and official seal
 of the County of Kittitas
 this 12th day of March 1965*

*James E. Lund
 Notary Public*

113131
 103701

ADDENDUM

As an addition to this agreement, the parties agree that there is a 3rd class water right of 100 inches for the Malm (or Estrem place) on the West side of Big Creek; that a pipe, large enough to carry all waters (385 inches) on West side will be inserted in the dam; and that Malm or his successors will have the use of this works and ditch if and when he or they pay their full share of construction and maintenance.

Dorothy H. Cass

Lee H. Lund

Robley D. Cover

John E. Lund

C. Frederick Darling

Maudie R. King Smith

State of Mo.
County of Shelby

Given under my hand and official seal this 24th day of Sept. 1965

Witness my office 2-26-66

James B. Smith
Notary Public



STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me LEE L. LUND and JANE E. LUND, his wife, MAUDE H. DARLING SMITH, ROBLEY D. CARR and DOROTHY H. CARR, his wife, and C. FREDERICK BARLENG, 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 therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of July, 1956.



Jack McSherry
Notary Public in and for the State of
Washington, residing at Chico, Idaho.

OFFICIAL RECORDS

NOV 2 1972

PAGE 132
VOL 34

APR 21 NW 28-20-14

ARRIVED SEC. F.W. 21-20-14
ARB 51

AFTER RECORDING MAIL, TO:
Cone, Gilreath, Ellis, Cole
Anderson & Nicholson
P. O. Box 337
Cle Elum, Washington 98922



200302210046
Page: 1 of 6
02/21/2003 03:24P
Kittitas Co Auditor CONE, GILREATH, ELLI RGR 24.00

===== DOCUMENT TITLE: =====

1. DECLARATION OF ROAD USE AND MAINTENANCE AGREEMENT
- 2.

Reference No(s) of Related Documents: _____

Additional No(s) on page ____ of document.

GRANTOR(s): (Last name, first name, middle initial)

1. EARL E. GENTRY
2. VALERIE K. GENTRY
- 3.
- 4.

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY NON BURSEV
DATE 2/21/03

5. Additional Names on page ____ of document.

GRANTEE(s): (Last name, first name, middle initial)

1. PUBLIC
- 2.
- 3.
- 4.

5. Additional names on page ____ of document.

Abbreviated Legal Description as Follows (i.e. lot/block/plat/section/township/range/quarter/quarter):

Lots 1, 2, 3 & 6 as recorded under Survey, Auditor's File No. 200208130003, - Ptn NE 1/4 of NW 1/4 Sect. 28, Twasp 20 N., Range 14 East, W. M., Kittitas County, WA
Complete legal description is on page(s) ____ of document.

Assessor's/Treasurer's Property Tax Parcel Number(s):

20-14-28020-0015, 20-14-28020-0020, 20-14-28000-0051 &
20-14-28000-0053



DECLARATION OF ROAD USE AND MAINTENANCE AGREEMENT

THIS DECLARATION made and executed by Earl E. Gentry and Valérie K. Gentry, husband and wife (hereinafter referred to as Gentry), the owner of the property described herein:

WITNESSETH:

WHEREAS, Gentry is the owner of certain real property described herein and for these purposes referred to as "The Property"; and

WHEREAS, it is the intent of Gentry that certain covenants and restrictions be placed in existence with respect to road use and maintenance with respect to property herein described; and

WHEREAS, it is desirable to provide for the covenants and restrictions to exist in perpetuity with regard to road use and maintenance to insure the enjoyment thereof by all future owners and to preserve and protect the rights and benefits herein set forth;

NOW THEREFORE Gentry declares as follows:

1. Property Benefited.

Lots 1, 2, 3 and 6 as delineated on that certain survey recorded August 13, 2002 under Auditor's File No. 200208130003, Book 27 of Surveys, Page 248 and 249, records of Kittitas County, Washington, together with such other real property as may subsequently be provided access to Big Creek Road by Gentry.

2. Description of Easement.

The easement is for ingress and egress and installation of utilities for the benefit of the above described property. Said easement is also known as Big Creek Road and is described as follows:



200302210046

Page: 3 of 6
02/21/2003 03:24P
AGR 24.00

Kittitas Co Auditor CONE, GILREATH, ELLI

An easement across a portion of the Northwest Quarter of Section 28, Township 20 North, Range 14 East, W.M. in the County of Kittitas, State of Washington, 60.00 feet in width (perpendicular measure), lying westerly of, adjacent to and abutting the following described line:

Beginning at the southwest corner of Lot 1 of the Gentry Short Plat (Kittitas County Short Plat No. SP-91-06), as per short plat thereof recorded December 16, 1991 in Book D of Short Plats at pages 18 and 19, under Auditor's File No. 545364, Records of Kittitas County, State of Washington, which is the true point of beginning of said described line; thence N 00°23'33" E. along the west line of said Lot 1, 629.96 feet, more or less, to the northwest corner of said Lot 1; thence continuing N 00°23'33" E. along the west line and west line projected of Parcels 1, 2 and 3 of that certain survey as recorded August 13, 2002, in Book 27 of Surveys at pages 248 and 249, under Auditor's File No. 200208130003, Records of said County, 1324.90 feet, more or less, to the north line of the Northwest Quarter of Section 28, Township 20 North, Range 14 East, W.M., and the terminus of said described line.

The sidelines of said easement to be lengthened or shortened to intersect the north right of way boundary of Nelson Siding (County) Road along the south and the north line of the Northwest Quarter of Section 28, Township 20 North, Range 14 East, W.M. on the north.

3. Covenants and Restrictions.

Section 1. All of the owners of the above described parcels benefited by the easement contained herein, and such other real property as may subsequently be designated by Gentry shall have the right of use of the road as a method of access and egress and for the purpose of installation of utilities to any portion of their property to which the road is contiguous.

Section 2. The method of allocation of maintenance expense for the road shall be divided equally among the parcels above described and such other additional parcels as may be designated by Gentry regardless of the frequency of use, such that each parcel benefited shall pay an equal amount for all assessments for maintenance, snow removal, repair and other expenses reasonably associated with the easement.

Section 3. There shall no gates, cattle guards, fences or other restrictions placed on or across the roadway.



The roadway shall be for the benefit and use of each parcel owner, their guests and invitees.

Section 4. Any improvement of the road to a condition better than gravel surface roadway shall only be accomplished with consent of all property owners entitled to utilize such road.

Section 5. The term maintenance as used herein shall be defined to mean the filling of potholes, grading, repair of culverts and ditches, plowing of snow, and other maintenance necessary to provide a reasonably smooth unpaved surface, as now exists.

Section 6. The word improvement as used herein shall apply to the function of making the road better than it now exists and shall include widening or the application of hard surface road materials or their equivalent so as to provide a better road surface than now exists.

4. Road Committee.

Section 1. It shall be the responsibility of the owners of the parcels to participate as members of a road committee. Said committee shall select, by majority vote, a road manager who shall be responsible for maintenance, snow removal, assessment and other duties as to maintenance of the road and the conditions herein set forth. The affirmative vote of a majority of the committee members shall be required to assess expenses associated with the road or further development of said road.

Section 2 - Assessment. The road committee shall have the authority and power to access each parcel above described for the expense of maintaining the road and other required expenses. All expenses associated with the normal operations of the road, as well as expenses dealing with repair of the road or further development, if agreed upon as set forth hereinabove, of said road shall be assessed as described above in paragraph 3, section 2.

Section 3 - Enforcement of Assessments. Any assessments not paid within 30 days of the notice of assessment or billing for assessments shall entitle the road committee to enforce said assessment by recording written notice of said assessment with the Kittitas County Auditor, claim a lien against the parcel to which the delinquent assessments are attached, together with interest thereon at the rate of 12% per annum, or such other legal rate as may be set by the trustees, from the date due until paid.

From and after recording such notice, the parcel to which the assessment is attached shall be subject to a lien in favor of the road committee as security for such sums designated in such notice, together with any other unpaid assessments which may accrue thereafter, including interest thereon, until satisfied of record. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the road committee shall be entitled to recover reasonable attorney's fees and costs for searching and abstracting public records, as well as incidental costs and court costs. No satisfaction made of record or for foreclosure shall constitute a release of the association's rights hereunder with respect to future delinquent assessments. Any of the owners of the parcels herein and/or the committee shall have the right and authority to enforce the provisions hereof.

5. Amendment.

This Road Use and Maintenance Agreement may be amended only upon unanimous consent of all owners of the parcels described at paragraph 1 together with such other parcels as may subsequently be provided access to Big Creek Road.

6. Covenants.

The provisions herein shall be covenants running with the land and shall be binding upon the real property and any and all parts thereof, the owners thereof, their heirs, assigns, personal representatives and successors in interest.

7. In the event of any litigation with respect to this document, the prevailing party shall be entitled to an award of reasonable attorney fees together with all costs of suit incurred. The venue of any action shall be in the Superior Court of Kittitas County, Washington.

IN WITNESS WHEREOF, the undersigned have placed their signature this 17 day of FEBRUARY, 2003.


EARL E. GENTRY


VALERIE K. GENTRY

STATE OF ARIZONA)
County of Pima)

200302210046
Page: 6 of 6
02/21/2003 03:24P
Kittitas Co Auditor CONE, GILREATH, ELLI AGR 24.00

I certify that I know or have satisfactory evidence that EARL E. GENTRY AND VALERIE K. GENTRY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17 day of February, 2003.

(Notary Seal)

[Signature]
NOTARY PUBLIC in and for the State of Arizona.
My Commission Expires: 12-03-05

Notary Public State of Arizona
Pima County
Ginger Lynn Corrie
Expires December 03, 2005

STATE OF ARIZONA)
County of Pima) ss,

I certify that I know or have satisfactory evidence that Valerie K. Gentry is the person who appeared before me and said person acknowledged that she signed this instrument, individually, and on oath stated that she was authorized to execute the instrument and acknowledged it as the Attorney in Fact for Earl E. Gentry and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 17 day of February, 2003.

(seal)

[Signature]
Notary Public in and for the State of Arizona.
My Commission Expires: 12-03-05
Commission Expires: 12-03-05

Notary Public State of Arizona
Pima County
Ginger Lynn Corrie
Expires December 03, 2005

AUDITORS NOTE Portions of this document poor quality for imaging

RETURN TO:
Lawrence E. Martin
Halverson Applegate P.S.
P. O. Box 22730
Yakima, WA 98907-2715


Kittitas Co Auditor HALVERSON APPLGATE AGR 35.00
200411220072
Page: 1 of 17
11/22/2004 03:55P

28-20-14

Document: BIG CREEK WATER USERS ASSOCIATION SHARED DITCH AND DIVERSION MAINTENANCE AGREEMENT

Reference #: N/A

Grantor: BIG CREEK WATER USERS ASSOCIATION

Grantee: PUBLIC

Legal Description: 1100 feet north and 750 feet east from the South ¼ corner of Section 29, being within the SW ¼ of the SE ¼, Section 29, T. 20 N., Range 14, EWM.

29-20-14

Parcel No. 20-14-28000-0003, 0004, 0010, 0028, 0041,
0042, 0043, 0044, 0045, 0046
20-14-28055-0001, 0003, 0004
20-14-28053-0001, 0002, 0003
20-14-28020-0013, 0014, 0017, 0018, 0019
20-14-28057-0005, 0006
20-14-28052-0001, 0002.



After recording, please return to:

Lawrence E. Martin, Esq.
HALVERSON & APPLGATE
P.O. Box 22730
Yakima, WA 98907

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY K. DILL
DATE 11-22-04

**BIG CREEK WATER USERS ASSOCIATION
SHARED DITCH AND DIVERSION MAINTENANCE AGREEMENT**

This Shared Ditch and Diversion Maintenance Agreement ("Agreement") is effective this 13 day of October, 2001, by and between the Members of the Big Creek Water Users Association as owners of water rights from Big Creek appurtenant to real property in Kittitas County, Washington.

RECITALS

A. The Big Creek Water Users Irrigation Ditch, also know as the Lund Ditch or the Eastside Ditch, is located on the right bank of Big Creek in Kittitas County, 1100 feet north and 750 feet east from the south quarter corner of Section 29, being within the Southwest Quarter of the Southeast Quarter of Section 29, Township 20 North, Range 14 East W.M., and as hereafter located (hereinafter referred to as the "Ditch and Diversion"). Please see map attached hereto. The map will be from the diversion point showing the actual ditch that will be maintained.

B. The Parties to this Agreement are owners of real property in Kittitas County with appurtenant water rights from Big Creek by way of the Ditch and Diversion described above regardless of whether the Member continues to divert the water or otherwise use the water for irrigation or other beneficial use.

C. The Parties to this Agreement have formed Nonprofit Corporation known as the Big Creek Water Users Association, for the purpose of providing for the maintenance of the Ditch and Diversion (hereinafter referred to as "Members").

D. The Members intend to share the cost of maintaining the Ditch and Diversion in proportion to the number of acres, or fraction thereof, each Member is authorized to irrigate from the Ditch and Diversion.

E. The Members intend that membership and the costs and benefits associated with the purposes of the Association shall be binding on subsequent owners of the properties affected.

F. The Big Creek Water Users Association desires to obtain an easement over certain portions of the Members' property for access to and operation, maintenance and repair of the Ditch and Diversion for purposes of operating, maintaining and repairing the Ditch and Diversion as necessary.

G. The Members are willing to grant such access easement to the Big Creek Water Users Association subject to the limitations listed below.

NOW, THEREFORE, in consideration of these mutual covenants, the Members agree as follows:

1. Grant of Easement. The Members of the Big Creek Water Users Association jointly and severally grant and convey to the Big Creek Water Users Association, its heirs, successors and assigns, an easement under, over and across such reasonable portions of each Member's real property as described in Exhibit A attached hereto, for the purpose of accessing, operating, maintaining, and repairing the Ditch and Diversion.

2. Association Boundaries. The Members agree that the provisions of this Agreement apply only to the Ditch and Diversion and that the Association's responsibilities do not extend beyond the Ditch and Diversion to any of the individual properties served by the Ditch and Diversion. All operation, maintenance and repair related to the delivery of water within the individual properties shall be the sole responsibility the individual property owners.

3. Membership. Membership in the Big Creek Water Users Association shall touch and concern and run with title to the properties affected and shall be binding on all parties having any right, title, or interest in the property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

4. Repair and Maintenance. The Members agree to cooperate with the Association and act in good faith in their use of the Ditch and Diversion

and dealings with each other. The Association agrees operate, maintain and repair the Ditch and Diversion in a reasonably usable condition to facilitate delivery of water. The Association's authority to incur costs and the Members' responsibility to pay assessments is limited to those costs reasonably necessary to operate, maintain and repair the Ditch and Diversion to continue the delivery of water as authorized under the Member's water rights.

5. Responsibility of the Board of Directors. The Board of Directors shall be responsible for all maintenance, weir reading levels, diversion maintenance, ditch maintenance, ditch flows and water delivery decisions.

6. Assessment of Costs. The Association shall bear the costs of operating, maintaining and repairing the Ditch and Diversion and the Members shall be assessed for the Association's costs in proportion to the number of acres each Member is entitled to irrigate from the Ditch and Diversion, regardless of the amount diverted.

7. Enforcing Assessments. All sums assessed by the Association but unpaid shall constitute a lien on such Member's real property prior to all other liens except only (a) tax liens, and (b) all sums unpaid on all mortgages of record. Suit to recover any judgment for any unpaid Association assessments shall be maintainable without foreclosing or waiving the liens securing the same.

The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

The association upon written request shall furnish to a Member or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid assessments against the Member's real property. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the board of directors, and every Member, unless and to the extent known by the recipient to be false.

To the extent not inconsistent with this section, the Association is entitled to such additional remedies for collection of assessments as may be permitted by law.



8. Costs and Attorney's Fees. If any party shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such as the Court, or arbiter may determine to be reasonable attorney's fees.

9. Duration. This Shared Ditch and Diversion Maintenance Agreement will last indefinitely or until revoked by a majority of the Members. This Agreement is intended to run with the land and the benefits and burdens of the Agreement will pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed as of the day and year first above written.

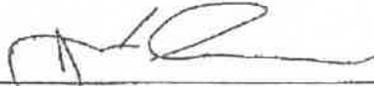
See signatures attached.

Irrigated Acreage


Alvin Bryant
37095 Tamarack Dr. NE
Hansville, WA 98340

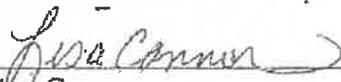
~~25-14-2800-004~~
Parcel Number

6.57 Acres


John Canon

20-14-28055-0001
Parcel Number

5.00 Acres


Lisa Canon
321 Richards Road
Cle Elum, WA 98922


Rick Densmore

20-14-28055-0004
#293-17 Parcel D Sec 28
Parcel Number

1.00 Acres


Leslie Densmore
3401 Nelson Siding Road
Cle Elum, WA 98922

Edward Ellison

Parcel Number

2.97 Acres

Freida Ellison
3550 Nelson Siding Road
Cle Elum, WA 98922

Earl Gentry

Parcel Number

19.68 Acres

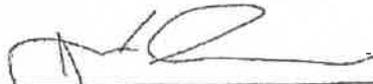
Valerie Gentry
82000 E. Knollwood Terrace
Tucson, AZ 85715

Irrigated Acreage


Alvin Bryant
37095 Tamarack Dr. NE
Hansville, WA 98340

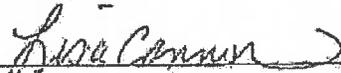
20-14-28050-004
Parcel Number

6.57 Acres


John Canon

20-14-28055-0001
Parcel Number

5.00 Acres


Lisa Canon
321 Richards Road
Cle Elum, WA 98922

20-14-28055-0004
#293-17 Parcel D Sec 28
Parcel Number

1.00 Acres


Rick Denismore


Leslie Denismore
3401 Nelson Siding Road
Cle Elum, WA 98922

Edward Ellison

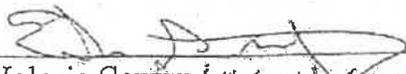
Parcel Number

2.97 Acres

Freida Ellison
3550 Nelson Siding Road
Cle Elum, WA 98922

SURVEY AUG 13, 2002 BOOK 27 Pg 248-249
FILE NUM, 20020813 KITT. CITY
W. E. YAJEC OF SEC 28, TOWNSHIP 20 NORTH,
RANGES 14 & 15, W. M. IN KITT CITY 19.68 Acres
PARCELS 1, 2, 3, 4 & 6
Parcel Number


Earl Gentry


Valerie Gentry by Earl Gentry, her attorney in fact
82000 E. Knollwood Terrace
Tucson, AZ 85715

Kathy Juris
Kathy Juris
4300 Nelson Siding Road
Cle Elum, WA 98922

20-14-28053-0001
20-14-28053-0003
Parcel Number
20-14-28053-0002
20-14-28020-0013
Irrigated Acreage
18.00 Acres

David Lund
David Lund

20-14-28000-0010
Parcel Number

Marilyn Lund
Marilyn Lund
210 Lund Lane
Cle Elum, WA 98922

20-14-28000-0003
20-14-28020-0019
20-14-28057-0006
20-14-28057-0005

43.00 Acres

Mike Milsap
Mike Milsap

20-14-28053-0003
Parcel Number

Cindy Milsap
Cindy Milsap
3601 Nelson Siding Road
Cle Elum, WA 98922

20-14-28052-0002

5.76 Acres

Todd Porter
Todd Porter

20-14-28052-0001
2.88 Acres

Karen Porter
Karen Porter
50 Big Creek Road
Cle Elum, WA 98922

Bryan Ritter
Bryan Ritter

20-14-28020-0017
Parcel Number

Debi Ritter
Debi Ritter
24 Lund Lane
Cle Elum, WA 98922

20-14-28020-0018

24.00 Acres

Irrigated Acreage

Gary Ruttan
Gary Ruttan

20-14-28000-0028
Parcel Number

29.63 Acres

Vickie Z. Ruttan
Vickie Ruttan
P.O. Box 428
Easton, WA 98925

20-14-28000-0042
20-14-28000-0043
20-14-28000-0044
20-14-28000-0045
20-14-28000-0046

Dave Spencer
Dave Spencer

20-14-28055-0003
Parcel Number

1.00 Acres

Wendy Spencer
Wendy Spencer
171 Richards Rd.
Cle Elum, WA 98922

Otto Staheli
Otto Staheli
6241 Nelson Siding Road
Cle Elum, WA 98922

20-14-28000-0004
Parcel Number

24.00 Acres

Trendwest
Trendwest
109 S. 1st St.
Roslyn, WA 98941

Parcel Number

81.51 Acres

Chuck Wallick
Chuck Wallick

P 316334
Parcel Number

3.00 Acres

Janie Wallick
Janie Wallick
801 W. 2nd St.
Cle Elum, WA 98922

20-14-28020-0014

Irrigated Acreage

17.00 Acres

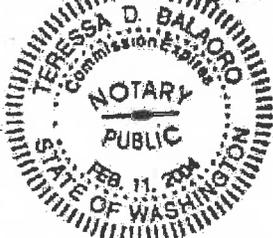
Gerry Griffith
4684 Nelson Siding Road
Cle Elum, WA 98922

Parcel Number

STATE OF WASHINGTON)
: ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that ALVIN BRYANT is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.



Teressa D. Balawo
NOTARY PUBLIC in and for the State
of Washington, residing at Cle Elum, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)
: ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that JOHN and LISA CANON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.



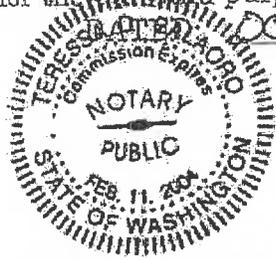
Teressa D. Balawo
NOTARY PUBLIC in and for the State
of Washington, residing at Cle Elum, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)

County of KILLISNOA)

: ss.

I certify that I know or have satisfactory evidence that RICK and LESLIE DENSMORE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the ~~uses and~~ purposes mentioned in the instrument.



OCT 13, 2001.

Teressa D. Balavoz

NOTARY PUBLIC in and for the State of Washington, residing at CLE ELUM, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)

County of KILLISNOA)

: ss.

I certify that I know or have satisfactory evidence that EDWARD and FREIDA ELLISON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.

Teressa D. Balavoz

NOTARY PUBLIC in and for the State of Washington, residing at CLE ELUM, WA 98922
My appointment expires FEB 11, 2004

STATE OF _____)

County of _____)

: ss.

I certify that I know or have satisfactory evidence that EARL and VALERIE GENTRY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 2001.

NOTARY PUBLIC in and for the State of _____, residing at _____
My appointment expires _____

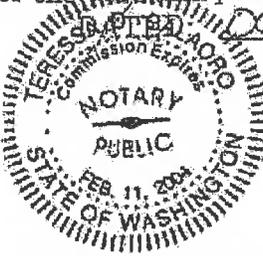


200411220072
Page: 11 of 17
11/22/2004 03:55P
AGR 35 00

STATE OF WASHINGTON)

County of Kittitas)

I certify that I know or have satisfactory evidence that RICK and LESLIE DENSMORE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the ~~uses and~~ purposes mentioned in the instrument.



DATED: OCT 13, 2001.

Teressa O. Balawo

NOTARY PUBLIC in and for the State of Washington, residing at Mc Elum, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)

County of Kittitas)

I certify that I know or have satisfactory evidence that EDWARD and FREIDA ELLISON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.

Teressa O. Balawo

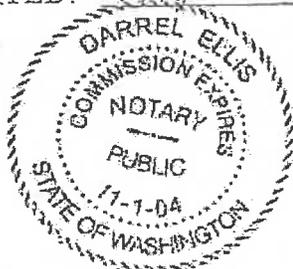
NOTARY PUBLIC in and for the State of Washington, residing at Mc Elum, WA 98922
My appointment expires FEB 11, 2004

STATE OF Washington)

County of Kittitas)

I certify that I know or have satisfactory evidence that EARL and VALERIE GENTRY ^{individually and as a party in fact for Valerie Gentry} are the persons who appeared before me, and said persons ^{his} acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7-14, 2003



[Signature]
NOTARY PUBLIC in and for the State of WA, residing at Cicero
My appointment expires 11/1/04



STATE OF WASHINGTON)
)
) : ss.
County of KILLIAS)

I certify that I know or have satisfactory evidence that KATHY JURIS is the person who appeared before me, and said person 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: OCT 13, 2001.

Teresa D. Balaoro
NOTARY PUBLIC in and for the State of Washington, residing at Cle Elum, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)
)
) : ss.
County of KILLIAS)

I certify that I know or have satisfactory evidence that DAVID and MARILYN LUND are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.

Teresa D. Balaoro
NOTARY PUBLIC in and for the State of Washington, residing at Cle Elum, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)
)
) : ss.
County of KILLIAS)

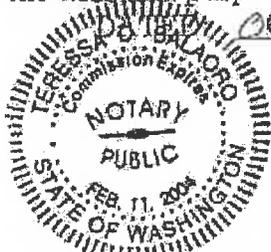
I certify that I know or have satisfactory evidence that MIKE and CINDY MILSAP are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.

Teresa D. Balaoro
NOTARY PUBLIC in and for the State of Washington, residing at Cle Elum, WA 98922
My appointment expires FEB 11, 2004

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

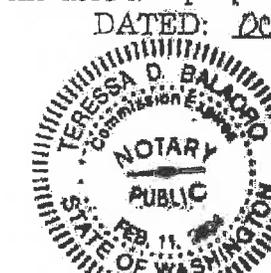
I certify that I know or have satisfactory evidence that TODD and KAREN PORTER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

OCT 13, 2001.


Teressa D. Balazoo
NOTARY PUBLIC in and for the State
of Washington, residing at CLE ELUM, WA 98922
My appointment expires FEB 11, 2004

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

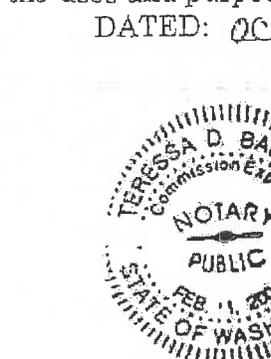
I certify that I know or have satisfactory evidence that BRYAN and DEBI RITTER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 13, 2001.


Teressa D. Balazoo
NOTARY PUBLIC in and for the State
of Washington, residing at CLE ELUM, WA 98922
My appointment expires FEB 11, 2004

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

I certify that I know or have satisfactory evidence that GARY and VICKIE RUTTAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

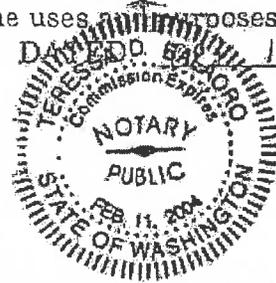
DATED: OCT 18, 2001.


Teressa D. Balazoo
NOTARY PUBLIC in and for the State
of Washington, residing at CLE ELUM, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)
County of Kittitas)
: ss.

I certify that I know or have satisfactory evidence that DAVE and WENDY SPENCER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Oct 13, 2001.

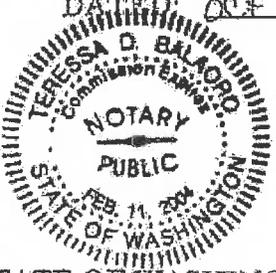


Teressa D. Balawo
NOTARY PUBLIC in and for the State
of Washington, residing at 112 ELM, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)
County of Kittitas)
: ss.

I certify that I know or have satisfactory evidence that OTTO STAHELI is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Oct 13, 2001.



Teressa D. Balawo
NOTARY PUBLIC in and for the State
of Washington, residing at 112 ELM, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)
County of _____)
: ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of TRENDWEST, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2001.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

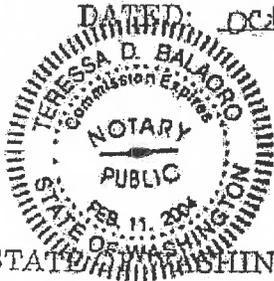
STATE OF WASHINGTON)

: ss.

County of GRANT)

I certify that I know or have satisfactory evidence that CHUCK and JANIE WALLICK are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Oct 13, 2001.



Teressa D. Balczon
NOTARY PUBLIC in and for the State
of Washington, residing at CLE ELUM, WA 98922
My appointment expires FEB 11, 2004

STATE OF WASHINGTON)

: ss.

County of _____)

I certify that I know or have satisfactory evidence that GERRY GRIFFITH is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 2001.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

20041120072

Page: 17 of 17
11/22/2004 03:55P



KILLIS CO Reg/lor HILVERSON APPLICATE AGR 35.00



NA 6-C-85-52-027-204

85

Upon Recording Return to:
Mentor Law Group, PLLC
411 First Ave S., Ste 450
Seattle, Washington 98104

Real Estate Excise Tax
Exempt
Kittitas County Treasurer
By Amy Ciske
Affidavit No. 2017-1186
Date: 6-15-2017

DOCUMENT TITLE:	QUIT CLAIM DEED (AS TO WATER RIGHTS)
GRANTOR:	NEW SUNCADIA, LLC
GRANTEE:	WASHINGTON DEPARTMENT OF ECOLOGY
PARTIAL LEGAL DESCRIPTION:	PTN OF E1/2NE1/4NW1/4, SW1/4NE1/4, & NW1/4SE1/4 SEC. 28, T. 20N, R. 14E, W.M.
ASSESSOR'S TAX PARCEL NOS.:	15148, 251436, 021436, 15499, 15500, & 15501

QUIT CLAIM DEED
(as to Water Rights)

THE GRANTOR, NEW SUNCADIA, LLC, a Delaware Limited Liability Company, for and in consideration of mutual promises in hand paid, conveys and quit claims to the WASHINGTON STATE DEPARTMENT OF ECOLOGY, Grantee, as a trust water right in the State Trust Water Rights Program, established under Chapter 90.42 RCW, all rights, title and interest the Grantors may have in the following described water rights arising under or related to Claim No. 00755 as confirmed in the Conditional Final Order Subbasin No. 2 (Easton) on February 13, 1997, in State of Washington v. Acquavella, et al, Yakima County Superior Court Cause No. 77-2-01484-5, more fully described in Exhibit A, attached hereto and incorporated by reference, which water rights formerly were appurtenant to the real property situated in the County of Kittitas, State of Washington, legally described in Exhibit B, attached hereto and incorporated by reference.

The water right shall be used and made available for use in accordance with the Trust Water Right Agreement between NEW SUNCADIA, LLC and the WASHINGTON STATE DEPARTMENT OF ECOLOGY, attached hereto as Exhibit C and incorporated by reference.

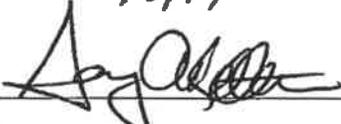
Dated this 5th day of MAY, 2017,

**New Suncadia, LLC,
a Delaware limited liability company**

By: Suncadia Operating Member, LLC,
a Delaware limited liability company,
its managing member

By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager

By: 
Name: Roger Beck
Its: Senior Vice President
Date: 5/8/17

By: 
Name: Gary Kittleson
Its: Vice President
Date: 5/5/17

STATE OF WASHINGTON)
)ss.
COUNTY OF KITTITAS)

On this 5th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROGER BECK and GARY KITTLESON, to me known to be the Senior Vice President and Vice President, respectively, of LDD SUNCADIA MANAGER, INC., a Delaware corporation, manager of SUNCADIA OPERATING MEMBER, LLC, a Delaware limited liability company, managing member of NEW SUNCADIA, LLC, a Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Dated: 5-5-2017 Name: Jena B. Legg-Sybertz
NOTARY PUBLIC for the State of Washington,
residing at Cle Elum

My appointment expires: 5-17-2020



**EXHIBIT A TO QUIT CLAIM DEED
(Water Rights)**

Water Right Authorization: CS4-YRN02CC00755@2
CS4-00755(A)CTCL

Source: Big Creek

Current Use: Instream Flows for Mitigation Purposes

Period of Use: May 1 to August 31

Place of Use: Within Big Creek downstream from the existing point of diversion and Yakima River downstream of confluence with Big Creek.

Points of Diversion: Existing diversion is located 1100 feet north and 750 feet east from the south quarter corner of Section 29, within SW1/4SE1/4 of Section 29, T. 20N, R. 14 E.W.M.

Priority Date: June 30, 1887

**Annual Quantity:
(Consumptive Use)** 127.22 ac-ft/yr

<i>Secondary Reach (ac-ft/yr)</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>Total</i>
CS4-00755(A)CTCL	8.15	9.45	12.77	12.04	42.41
CS4-YRB02CC00755@2	16.31	18.87	25.55	24.08	84.81
Total	24.46	28.32	38.32	36.12	127.22

Instantaneous Quantity: *See below*

<i>Secondary Reach (cfs)</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>
CS4-00755(A)CTCL	0.13	0.16	0.21	0.20
CS4-YRB02CC00755@2	0.27	0.32	0.42	0.39
Total	0.4	0.48	0.63	0.59

EXHIBIT B TO QUIT CLAIM DEED
(Legal Description of Appurtenant Property)

That portion of the Northeast Quarter and of the Southeast Quarter, all in Section 28, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows: beginning at the southwest corner of said Northeast Quarter, which is the true point of beginning of said described line; thence N 00°23'53" E, along the west line of said quarter section, 287.40 feet; thence S 89°57'39" E, 368.36 feet; thence S 00°44'02" E, 238.79 feet; thence S 00°23'53" W, 113.02 feet; thence N 89°57'39" W, 373.08 feet more or less, to the west line of said Southeast quarter section; thence N 00°23'53" E, along said west line 64.39 feet more or less, to the true point of beginning of said described line.

That portion of the Southeast Quarter of Section 28, Township 20 North, Range 14 East W.M., Kittitas County, State of Washington, which is bounded by a line described as follows: beginning at the northwest corner of said quarter section; thence S 00°23'53" W, along the west line of said quarter section, 64.39 feet to the true point of beginning of said described line; thence continuing S 00°23'53" W, 324.36 feet, more or less, to the intersection of said west quarter section line with the north right of way boundary of the Kittitas Reclamation District's main canal; thence S 65°22'24" E, along said right of way boundary, 375.64 feet to a point of curvature for a 406.50 radius curve to the right; thence along said curve, through a central angle of 04°48'48", an arc distance of 34.15 feet; thence N 00°23'53" E, 496.16 feet; thence N 89°57'39" W, 373.08 feet, more or less, to the true point of beginning of the said described line.

AND

That portion of the east half of the northeast quarter of the northwest quarter of Section 28, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington lying east of the following described line:

Beginning at the northeast corner of the northwest quarter of said Section 28; thence north 89°51'00" west, along the north line of said northwest quarter, 657.50 feet to the northwest corner of the northeast quarter of the northeast quarter of the northwest quarter of said Section 28; thence south 00°23'33" west, along the west line of the east half of the northeast quarter of the northwest quarter of said Section 28, 660 feet; thence south 4°45'57" east, 667.35 feet, more or less to the northwest corner of Lot 1 of Gentry Short Plat (Kittitas County Short Plat No. SP-91-06) as recorded December 16, 1991 under Auditor's File No. 545364 and filed in Book D of Short Plats, pages 18 and 19, records of Kittitas County, Washington and the terminus for the line being described.

Except the east 198.86 feet, measured perpendicular to the east line thereof, of the above described parcel A.

And except Parcel J of that certain survey as recorded September 15, 1994, in Book 20 of Surveys at page 117, under Auditor's File No. 575053, records of Kittitas County, Washington; being a portion of the east half of the northeast quarter of the northwest quarter of said Section 28.

EXHIBIT C TO QUIT CLAIM DEED
(Executed trust water right agreement)

**Trust Water Right Agreement
between Washington Department of Ecology
and New Suncadia, LLC**

**For
New Suncadia's Big Creek Water Rights**

This Trust Water Right Agreement is made and entered into as of the 5th day of May, 2017 (referred to herein as the "Effective Date"), by and between the Washington State Department of Ecology, State Trust Water Rights Program (referred to herein as "Ecology") and New Suncadia, LLC (referred to herein as "Suncadia").

Now, therefore, in consideration of the forgoing, the mutual covenants and undertakings as herein after set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

RECITALS AND DEFINITION OF TERMS

A. Ecology is the trustee of the Yakima River Basin Trust Water Rights Program (referral to herein as the "Trust Water Rights Program") as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW.

B. Suncadia is the owner and developer of real property in Kittitas County referred to in this Agreement as the "MPR and Bullfrog UGA properties," generally within Sections 11, 13, 14, 15, 23, 24 and 25 of Township 20 North Range 14 East W.M. and Sections 18, 19, 20, 21, 28, 29, 30 and 31 of Township 20 North Range 15 East W.M., all within Kittitas County, Washington.

C. Suncadia is the owner of certain water rights from Big Creek more particularly described and quantified in Exhibit A (referred to herein as the "Water Rights") such exhibit being attached hereto and incorporated herein.

D. Suncadia's Water Rights arise from Water Right Claim Number 00755, subject of a Conditional Final Order in Washington v. Acquavella, et al., Yakima County Superior Court Cause No. 77-2-01484-5.

E. Ecology and Suncadia desire to complete the process to convey the water right described in change authorization CS4-0755(A)CTCL and CS4-YRB02CC00755@2 dated May 10, 2002, to the Trust Water Rights Program.

F. Ecology and Suncadia executed a Trust Water Right Agreement, dated December 30, 2015, detailing the roles and responsibilities of the parties (referred to herein as the "Reboot Agreement") and incorporated herein by reference. Additional information regarding the implementation of the Reboot Agreement can be found in Ecology's Suncadia Reboot topic file.

G. Suncadia filed applications, Water Rights Tracking No. S4-35803 and G4-35804, for new water right permits relying on the Water Rights, and other water rights owned by Suncadia as mitigation for the new permits (referred to herein as the "New Mitigated Water Right Permits").

H. Suncadia wishes to place its Big Creek Water Rights into the Trust Water Rights Program as mitigation for the New Mitigated Water Right Permits, mitigate for water uses established on the formerly appurtenant property as specified in the Reboot Agreement, and mitigate for third parties as specified herein.

I. Subject to the terms of this Agreement, Ecology confirms that it is willing, able and authorized to hold the Water Rights in the Trust Water Rights Program as provided for herein.

AGREEMENT FOR WATER IN TRUST

1. The forgoing recitals are hereby accepted by the parties and the definitions incorporated in the Agreement herein. The purpose of this Agreement and the primary reason Suncadia is willing to place the Water Rights, more particularly described in Exhibit A, into Ecology's Trust Water Rights Program is to provide a senior water right as off-setting mitigation that will allow Suncadia to apply for and receive new groundwater withdrawal and surface water diversionary permits for the MPR and Bullfrog UGA properties, mitigate for water uses established on the formerly appurtenant property as specified in the Reboot Agreement, and mitigate for third parties. These new water rights will be mitigated by way of a permanent designation of such portion of Suncadia's beneficial interest in the Water in Trust as reasonably required to ensure no impairment to the Yakima River Total Water Supply Available ("TWSA") or other water right. Suncadia's Water Rights will continue to have the attributes described in Exhibit A. Suncadia's Water Rights will be referred to as "Water Rights" before transfer to the State Trust Program and as "Water in Trust" following the transfer anticipated in Section 3 of this Agreement.

2. Suncadia and Ecology agree the Water in Trust more particularly described in Exhibit A can provide a senior water right as off-setting mitigation, in whole or in part for the following:

2.1 As specified in paragraph 1.3 of the Reboot Agreement, to mitigate for the existing development of homes on the land formerly appurtenant to the Water Rights, determined to be 3.34 ac-ft/yr and designated to the parcels specified in Exhibit B, attached hereto and incorporated herein. Ecology shall be solely responsible for managing the Water in Trust held for the parcels specified in Exhibit B.

2.2 To mitigate for Suncadia's own water use, including Suncadia's New Mitigated Water Right Permits or other applications later submitted to Ecology following the process specified in Section 4 of this Agreement so long as sufficient quantity of Water in Trust is available.

2.3 To mitigate for third party domestic water uses established before December 30, 2015 within the Big Creek Basin in accordance with the suitability depicted on Exhibit C, estimated to be 5.9 ac-ft/yr, attached hereto and incorporated herein and according to the process specified in Sections 4 and 5 of this Agreement.

2.4 To mitigate for third party existing or new water uses within the Yakima River Basin in accordance with the suitability depicted on Exhibit D, attached hereto and incorporated herein and according to the process specified in Sections 4 and 5 of this Agreement.

3. This Agreement shall be effective upon its mutual execution, and the Water Rights shall be held in the Trust Water Rights Program commencing upon the recording of the transfer of the ownership of the Water Rights substantially in the form of Exhibit E attached hereto and incorporated herein (the "Deed"). The term of this Agreement shall then be for so long as any portion of the Water Right remains in the Trust Water Rights Program (the "Term"). After recording the Deed, Suncadia will file a motion in Washington v. Acquavella, et al., Yakima County Superior Court Cause No. 77-2-01484-5 to include Ecology as an additional party under Court Claim 0755.

4. The process for Suncadia to identify recipients of mitigation credit and for Ecology to issue mitigated permits or water budget neutral determinations is as follows:

4.1 Suncadia may propose its own new use or Suncadia may enter into a contract with a third party to provide a portion of the Water in Trust as mitigation on such terms consistent with this Agreement. Suncadia or such third party shall make application to Ecology (or, if appropriate, to a water conservancy board) for a water budget neutral determination or for a permit to appropriate surface or ground water at the desired location and for the intended use and quantities, together with all regularly required supporting information (herein after a "New Application" or "New Applications"). As part of the New Application or water budget neutral determination request, such third party shall include documentation of a designation by Suncadia of the specific quantity of the Water in Trust as required to offset the consumptive loss associated with the uses described in the New Application or water budget neutral determination request.

4.2 Upon receipt of a complete New Application or water budget neutral determination, Ecology, pursuant to WAC 173-539A-080 or such other laws or rules as may apply, provide priority processing of a New Application or water budget neutral determination request under Chapter 90.03 and 90.44 RCW, utilizing such portion of the Water in Trust as reasonably needed, along with other proposed mitigation measures to reasonably offset the impacts of the new water use.

4.3 If required under Chapters 90.03 and 90.44 RCW, Ecology will prepare a public notice and send it to the applicant for publication in a newspaper with general circulation in the area as required by Chapter 90.03 RCW. The applicant must publish the notice and ensure that the newspaper transmits an affidavit of publication to Ecology.

4.4 Ecology may, where applicable, complete a Water Transfer Working Group ("WTWG") project description for each New Application or water budget neutral determination request and present it to the WTWG. Ecology, in consultation with the U.S. Bureau of Reclamation, will determine if some or all of the Water in Trust Suncadia designates for a New Application or water budget neutral determination request is assigned to the U.S. Bureau of Reclamation and Ecology's Water Storage and Exchange Contract (referred to herein as "Reclamation-Ecology Exchange Contract").

4.5 Ecology will investigate the New Application or water budget neutral determination request and prepare a Report of Examination or determination, as appropriate, recommending issuance or denial of a permit or determination, based on applicable policy, rules and statute. Ecology's review of New Applications and water budget neutral requests shall also include the following consideration:

4.5.1 Suncadia and or a third party shall provide information to reasonably demonstrate or estimate that the consumptive uses of the proposed project, when offset by the mitigation water allocated from the Water in Trust and any other proposed mitigation measures, do not cause local impairment, and do not increase the consumptive use of water or otherwise effect TWSA.

4.6 In the event Ecology prepares to issue a Report of Examination approval or water budget neutral determination approval, Ecology's permit relative to the New Application or its water budget neutral determination will specify the conditions and limitation on the use of water in the manner consistent with the Water in Trust as mitigation. Conditions relating to measuring and reporting water use and for reimbursement of any Ecology costs to administer the Reclamation-Ecology Exchange Contract will also be included in the permit or water budget neutral determination. Suncadia may pay Ecology for its cost to assign the Water in Trust for its Mitigated Water Right Permits to the Reclamation-Ecology Exchange Contract on an annual basis, on or before December 1st prior to assignment.

5. If Suncadia enters into an agreement to transfer an interest in the Water in Trust to a third party and Ecology approves the third party's new water use, Suncadia shall provide a third party with an executed document in the form acceptable to Ecology permanently allocating a portion of the then available and unallocated Water in Trust to the proposed purpose as set forth in the New Application or request for water budget neutral determination.

6. Suncadia and Ecology agree that the use of the Water in Trust will require the installation and maintenance of a gage station to measure instream flows during low flow periods. Suncadia and its successors or assigns will fund the installation, maintenance, operation and measurement costs for a gage station needed on Big Creek used to mitigate for the New Mitigated Water Right Permits. Suncadia may assign the obligation of installing and maintaining the gage station or measuring instream flows to third parties to the extent the beneficial interest of its Water in Trust is assigned.

7. Ecology shall hold and manage the Water in Trust pursuant to Chapters 90.38 RCW and 90.42 RCW and this Agreement as a part of the TWSA in the Yakima River. Ecology:

7.1 Shall take no position and make no assertions that the quantities and beneficial use of the Water Rights and Water in Trust is other than as stated in Exhibit A.

7.2 Shall, in addition to the protections against relinquishment in Chapters 90.38 RCW and 90.42 RCW; at all times during the Term manage, maintain, preserve and protect for the benefit of Suncadia and its successors, designees and assigns all aspects and attributes of the Water Rights and Water in Trust, including, but not limited to, the priority date, the total diversionary right, instantaneous quantity, and annual consumptive quantity from impairment, challenges, claims and relinquishment.

7.3 Except as provided herein or agreed to by the parties in a separate agreement, Ecology shall not assess or charge Suncadia any costs or fees for maintaining the Water in Trust.

8. In keeping with the purpose of this Agreement and as a material part of the consideration for this Agreement upon which its execution is dependent:

8.1 Suncadia makes the following undertakings, representations and warranties to Ecology:

8.1.1 New Suncadia, LLC is a Delaware limited liability company; owner of the Water Rights and Water in Trust listed in Exhibit A, and duly authorized to enter into this Agreement.

8.1.2 Each individual executing this Agreement on behalf of Suncadia is duly authorized to execute and deliver this Agreement.

8.1.3 Upon its full execution, this Agreement is binding upon Suncadia in accordance with its terms.

8.1.4 Suncadia shall use best efforts to fully and timely perform the obligations and actions contemplated by this Agreement.

8.2 Ecology makes the following undertakings, representations and warranties to Suncadia:

8.2.1 Ecology is authorized and fully able to enter into and perform all its obligations in this Agreement according to its terms.

8.2.2 Each individual executing this Agreement on behalf of Ecology is duly authorized to execute and deliver this Agreement.

8.2.3 Upon its full execution, this Agreement is binding upon Ecology in accordance with its terms.

8.2.4 Ecology shall use its best efforts to fully and timely perform its obligations and actions contemplated by this Agreement, and the obligations and actions under this Agreement shall not be unlawfully withheld.

9. This Agreement may be assigned by Suncadia with the written consent of Ecology, which shall not be unreasonably withheld. This Agreement is binding upon and inures to the parties and their respective heirs, personal representatives and other successors-in-interest.

10. If either party defaults in its obligations under this Agreement; or if this Agreement, or a material portion thereof, be declared illegal or unenforceable; or either party, through no fault or action by such party, should be incapable or prevented from performing any material obligations or actions, the non-defaulting party in the event of a default or either party in any other event shall have the right to the following:

10.1 As the computation of damages may be difficult, continue this Agreement and bring action to specifically perform this Agreement.

10.2 Declare the Agreement null and void, whereupon the parties shall cooperate to end the trust water right relationship in an orderly manner as follows:

10.2.1 Suncadia shall identify all in-process designation agreement and inform Ecology of their status. If Ecology agrees, the application process may be completed promptly in accordance with applicable policies, rules and law.

10.2.2 Ecology shall promptly convey to Suncadia or its designee the portion of the trust water right not yet designated and assigned as mitigation for pending applications.

10.2.3 Each party shall be responsible for their own costs associated with ending the trust water right relationship in an orderly manner.

10.3 Pursue any other remedy now or hereafter available.

10.4 In no event shall the termination of this Agreement alter or affect any water previously allocated for mitigation through permits or other authorizations granted by Ecology.

11. Any notice or communication required by this Agreement between Suncadia and Ecology shall be given to the addresses set forth below:

To Ecology: Water Resources Section Manager
Washington Department of Ecology
Central Regional Office
1250 West Alder Street
Union Gap, WA 98903-0009

To New Suncadia, LLC Attn: Senior Vice President
770 Suncadia Trail

Cle Elum, WA 98922

With copies to:

Mentor Law Group, PLLC
Attn.: Joe Mentor, Jr.
411 First Ave S., Ste 450
Seattle Washington 98104
Telephone: (206) 838-7650
Facsimile: (206) 838-7655

12. If any party fails to exercise its rights under this Agreement, it will not be precluded from subsequent exercise of its rights under this Agreement. A failure to exercise rights will not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by an authorized representative of the party and attached to the original Agreement.

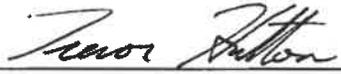
13. Amendments to this Agreement shall be in writing and signed by an authorized representative of each of the parties.

14. The parties agree to defend the terms of this Agreement, including any measures taken for its implementation.

15. This Agreement will be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall be in Kittitas County, Washington.

This Agreement is executed as of the date first above written.

WASHINGTON DEPARTMENT OF
ECOLOGY

By: 
Trevor Hutton
Manager, Water Resources Program
Date: 5/15/17

NEW SUNCADIA, LLC,
a Delaware limited liability company

By: Suncadia Operating Member, LLC
a Delaware limited liability company,
its managing member

By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager

By: 
Roger Beck
Senior Vice President
Date: 5/8/17

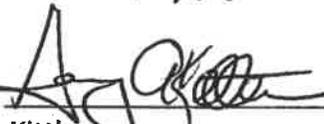
By: 
Gary Kittleson
Vice President
Date: 5/5/2017

EXHIBIT A
(Suncadia's Water Rights subject to this Agreement)

Water Right Authorization: CS4-YRB02CC00755@2
 CS4-00755(A)CTCL

Source: Big Creek

Current Use: Instream Flows for Mitigation Purposes

Period of Use: May 1 to August 31

Place of Use: Within Big Creek downstream from the existing point of diversion and Yakima River downstream of confluence with Big Creek.

Points of Diversion: Existing diversion is located 1100 feet north and 750 feet east from the south quarter corner of Section 29, within SW1/4SE1/4 of Section 29, T. 20N, R. 14 E.W.M.

Priority Date: June 30, 1887

**Annual Quantity:
 (Consumptive Use)** 127.22 ac-ft/yr

<i>Secondary Reach (ac-ft/yr)</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>Total</i>
CS4-00755(A)CTCL	8.15	9.45	12.77	12.04	42.41
CS4-YRB02CC00755@2	16.31	18.87	25.55	24.08	84.81
Total	24.46	28.32	38.32	36.12	127.22

Instantaneous Quantity: *See below*

<i>Secondary Reach (cfs)</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>
CS4-00755(A)CTCL	0.13	0.16	0.21	0.20
CS4-YRB02CC00755@2	0.27	0.32	0.42	0.39
Total	0.4	0.48	0.63	0.59

EXHIBIT B

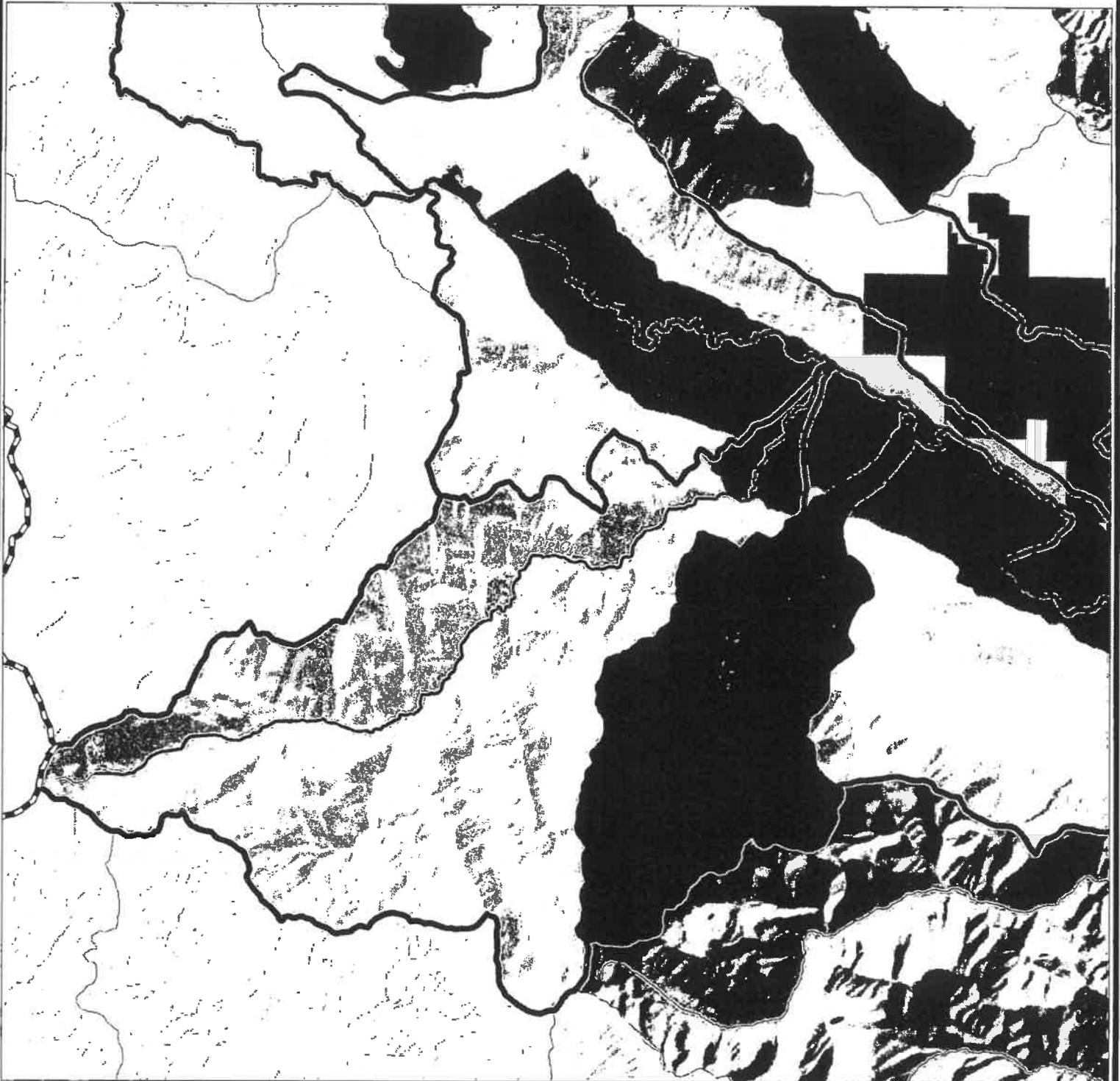
(Fallowed Land Mitigation for Suncadia's Big Creek Water Rights)

Kittitas County Parcel No.	Partial Legal Description	Amount of Mitigation Water
251436	Parcel C of Gentry Short Plat No. 2 93-17, Sec. 28, T. 20N., R. 14 EWM	0.835 ac-ft/yr
11436	Parcel E of Gentry Short Plat No. 3 93-18, Sec 28, T. 20N., R. 14 EWM	0.835 ac-ft/yr
15500	Lots 2 & 3 of Ellison Short Plat 00-04, Sec 28, T. 20N, R. 14 EWM	0.835 ac-ft/yr
15501	Ptn of Lot 3 of Ellison Short Plat 00-04, Sec 28, T. 20N, R. 14 EWM	0.835 ac-ft/yr
	Total	3.34 ac-ft/yr

Exhibit C

Big Creek Water Right Mitigation Suitability

Pre-December 30, 2015 Domestic Water Use



Suitability for Water Bank

-  Likely Suitable
-  Need Additional Information
-  Unsuitable
-  No Mitigation Possible *

-  Yakama Reservation
-  Suncadia
-  Urban Areas

-  Yakima Basin
-  Big and Little Creek Waters
-  Counties

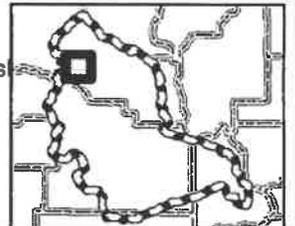
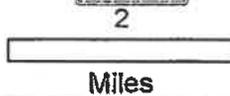
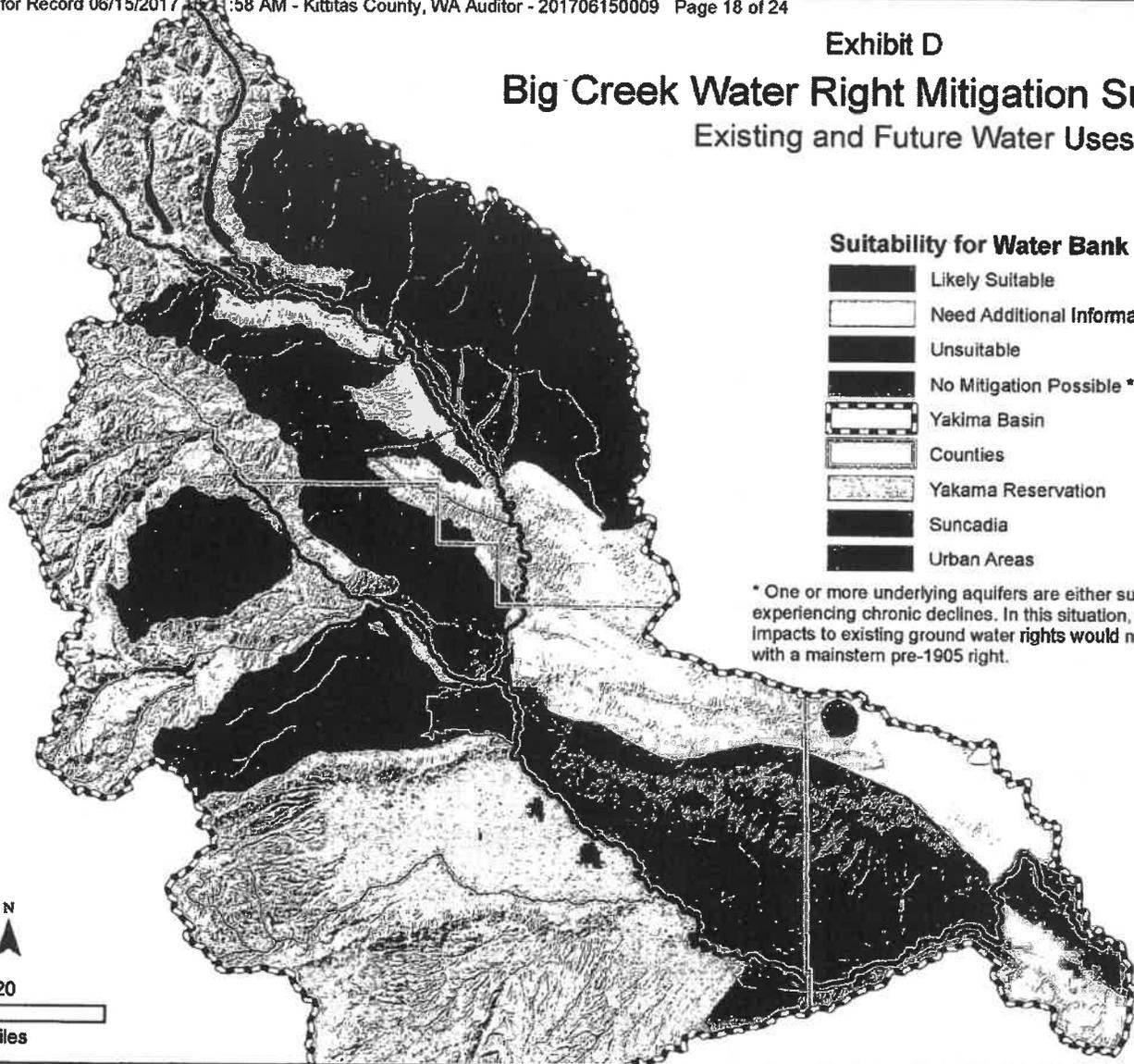


Exhibit D

Big Creek Water Right Mitigation Suitability

Existing and Future Water Uses



* One or more underlying aquifers are either susceptible to or experiencing chronic declines. In this situation, mitigation for impacts to existing ground water rights would not be effective with a mainstem pre-1905 right.

EXHIBIT E

Quit Claim Deed

Upon Recording Return to:
Mentor Law Group, PLLC
411 First Ave S., Ste 450
Seattle, Washington 98104

DOCUMENT TITLE:	QUIT CLAIM DEED (AS TO WATER RIGHTS)
GRANTOR:	NEW SUNCADIA, LLC
GRANTEE:	WASHINGTON DEPARTMENT OF ECOLOGY
PARTIAL LEGAL DESCRIPTION:	PTN OF W1/2E1/2 N1/4NW1/4, NE1/4SE1/4NW1/4 OF SEC. 28, T. 20N, R. 14E, W.M.
ASSESSOR'S TAX PARCEL NO.:	VARIOUS

**QUIT CLAIM DEED
(as to Water Rights)**

THE GRANTOR, NEW SUNCADIA, LLC, a Delaware Limited Liability Company, for and in consideration of mutual promises in hand paid, conveys and quit claims to the WASHINGTON STATE DEPARTMENT OF ECOLOGY, Grantee, as a trust water right in the State Trust Water Rights Program, established under Chapter 90.42 RCW, all rights, title and interest the Grantors may have in the following described water rights arising under or related to Claim No. 00755 as confirmed in the Conditional Final Order Subbasin No. 2 (Easton) on February 13, 1997, in State of Washington v. Acquavella, et al, Yakima County

Superior Court Cause No. 77-2-01484-5, more fully described in Exhibit A, attached hereto and incorporated by reference, which water rights formerly were appurtenant to the real property situated in the County of Kittitas, State of Washington, legally described in Exhibit B, attached hereto and incorporated by reference.

The water right shall be used and made available for use in accordance with the Trust Water Right Agreement between NEW SUNCADIA, LLC and the WASHINGTON STATE DEPARTMENT OF ECOLOGY, attached hereto as Exhibit C and incorporated by reference.

Dated this ____ day of _____, 2017,

**New Suncadia, LLC,
a Delaware limited liability company**

By: Suncadia Operating Member, LLC,
a Delaware limited liability company,
its managing member

By: LDD Suncadia Manager, Inc.,
a Delaware corporation,
its manager

By: _____
Name: Roger Beck
Its: Senior Vice President
Date:

By: _____
Name: Gary Kittleson
Its: Vice President
Date:

STATE OF WASHINGTON)
)ss.
COUNTY OF KITTITAS)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROGER BECK and GARY KITTLESON, to me known to be the Senior Vice President and Vice President, respectively, of LDD SUNCADIA MANAGER, INC., a Delaware corporation, manager of SUNCADIA OPERATING MEMBER, LLC, a Delaware limited liability company, managing member of NEW SUNCADIA, LLC, a Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Dated: _____ Name: _____
NOTARY PUBLIC for the State of Washington,
residing at _____

My appointment expires: _____

**EXHIBIT A TO QUIT CLAIM DEED
(Water Rights)**

Water Right Authorization: CS4-YRN02CC00755@2
CS4-00755(A)CTCL

Source: Big Creek

Current Use: Instream Flows for Mitigation Purposes

Period of Use: May 1 to August 31

Place of Use: Within Big Creek downstream from the existing point of diversion and Yakima River downstream of confluence with Big Creek.

Points of Diversion: Existing diversion is located 1100 feet north and 750 feet east from the south quarter corner of Section 29, within SW1/4SE1/4 of Section 29, T. 20N, R. 14 E.W.M.

Priority Date: June 30, 1887

**Annual Quantity:
(Consumptive Use)** 127.22 ac-ft/yr

<i>Secondary Reach (ac-ft/yr)</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>Total</i>
CS4-00755(A)CTCL	8.15	9.45	12.77	12.04	42.41
CS4-YRB02CC00755@2	16.31	18.87	25.55	24.08	84.81
Total	24.46	28.32	38.32	36.12	127.22

Instantaneous Quantity: *See below*

<i>Secondary Reach (cfs)</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>
CS4-00755(A)CTCL	0.13	0.16	0.21	0.20
CS4-YRB02CC00755@2	0.27	0.32	0.42	0.39
Total	0.4	0.48	0.63	0.59

EXHIBIT B TO QUIT CLAIM DEED
(Legal Description of Appurtenant Property)

That portion of the Northeast Quarter and of the Southeast Quarter, all in Section 28, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows: beginning at the southwest corner of said Northeast Quarter, which is the true point of beginning of said described line; thence N 00°23'53" E, along the west line of said quarter section, 287.40 feet; thence S 89°57'39" E, 368.36 feet; thence S 00°44'02" E, 238.79 feet; thence S 00°23'53" W, 113.02 feet; thence N 89°57'39" W, 373.08 feet more or less, to the west line of said Southeast quarter section; thence N 00°23'53" E, along said west line 64.39 feet more or less, to the true point of beginning of said described line.

That portion of the Southeast Quarter of Section 28, Township 20 North, Range 14 East W.M., Kittitas County, State of Washington, which is bounded by a line described as follows: beginning at the northwest corner of said quarter section; thence S 00°23'53" W, along the west line of said quarter section, 64.39 feet to the true point of beginning of said described line; thence continuing S 00°23'53" W, 324.36 feet, more or less, to the intersection of said west quarter section line with the north right of way boundary of the Kittitas Reclamation District's main canal; thence S 65°22'24" E, along said right of way boundary, 375.64 feet to a point of curvature for a 406.50 radius curve to the right; thence along said curve, through a central angle of 04°48'48", an arc distance of 34.15 feet; thence N 00°23'53" E, 496.16 feet; thence N 89°57'39" W, 373.08 feet, more or less, to the true point of beginning of the said described line.

That portion of the east half of the northeast quarter of the northwest quarter of Section 28, Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington lying east of the following described line:

Beginning at the northeast corner of the northwest quarter of said Section 28; thence north 89°51'00" west, along the north line of said northwest quarter, 657.50 feet to the northwest corner of the northeast quarter of the northeast quarter of the northwest quarter of said Section 28; thence south 00°23'33" west, along the west line of the east half of the northeast quarter of the northwest quarter of said Section 28, 660 feet; thence south 4°45'57" east, 667.35 feet, more or less to the northwest corner of Lot 1 of Gentry Short Plat (Kittitas County Short Plat No. SP-91-06) as recorded December 16, 1991 under Auditor's File No. 545364 and filed in Book D of Short Plats, pages 18 and 19, records of Kittitas County, Washington and the terminus for the line being described.

Except the east 198.86 feet, measured perpendicular to the east line thereof, of the above described parcel A.

And except Parcel J of that certain survey as recorded September 15, 1994, in Book 20 of Surveys at page 117, under Auditor's File No. 575053, records of Kittitas County, Washington; being a portion of the east half of the northeast quarter of the northwest quarter of said Section 28.

EXHIBIT C TO QUIT CLAIM DEED
(Executed trust water right agreement)



Return Name and Address:

WA State Dept. of Ecology
Central Regional Office
1250 W. Alder Street
Union Gap, WA 98903-0009

REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY *K. Smith*

DATE 7/19/2019

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Certificate of Adjudicated Water Right

Certificate Number: S4-83020-J

Grantor(s)

- 1. WA State Dept. of Ecology

Grantee(s)

- 1. Earl E. Gentry
- 2. Valerie K. Gentry
- 3. Daniel B. Crowe
- 4. Donna L. Crowe

Legal description (abbreviated)

Section 28, T. 20 N., R. 14 E.W.M.

Reference Number(s) of documents assigned or released:

Assessor's Property Tax Parcel/Account Number(s):

15148, 17890, 826336, 156334, 571336, 581336, 21053, 21054, 231436, 241436, 251436, 021436, 21055, 926334, 17891, 011436, 031436, 041436, 051436, 15499, 15500, 15501, 866336, 876336, 186336, 886336, 196336, 206336

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



State of Washington
Department of
Ecology
**CERTIFICATE OF ADJUDICATED
WATER RIGHT**



This certificate of adjudicated water right is issued pursuant to the Final Decree made and entered by the Superior Court of the State of Washington in and for Yakima County on the 9th day of May 2019 in the case of State of Washington, Department of Ecology v. James J. Acquavella, et al., County Cause No. 77-2-01484-5. This water right is subject to and will be administered according to the Final Decree, which under Paragraph 8 incorporates all orders and opinions entered in the case. In the event of a conflict between this Certificate and the Final Decree, the Final Decree shall govern.

WATER RIGHT HOLDER: Earl E. Gentry Valerie K. Gentry Daniel B. Crowe Donna L. Crowe	MAILING ADDRESS: Earl E. Gentry 8200 E. Knollwood Ter Tucson, AZ 85750
--	--

CERTIFICATE NUMBER: S4-83020-J	COURT CLAIM NUMBER: 00755	PRIORITY DATE: June 30, 1887
SUBBASIN NUMBER: 02	SUBBASIN NAME: Easton	CFO DATE: February 13, 1997

Source

Big Creek

Quantity

1.67 cubic feet per second; 376.8 acre-feet per year for irrigation and 1.36 cubic feet per second from September 2 through November 15, 1.94 cubic feet per second from November 16 through February 29, 1.37 cubic feet per second from March 1 through April 30, 0.25 cubic foot per second from May 1 through September 1; 7.88 acre-feet per year for consumptive stock water

Purpose of Use

Irrigation of 78.49 acres and stock water

Period of Use

May 1 through September 1 for irrigation; continuous for stock water

Point of Diversion

1100 feet north and 750 feet east from the south quarter corner of Section 29, being within the SW¼SE¼ of Section 29, T. 20 N., R. 14 E.W.M.

Place of Use

That part of the W¼E¼ of Section 28 lying north of the Kittitas Reclamation District Canal, the NE¼NW¼, and NE¼SE¼NW¼ of Section 28, ALL within T. 20 N., R. 14 E.W.M.

Provisions and Limitations of Use

The instantaneous quantity authorized for stock watering from May 1 through September 1 is not in addition to that authorized for irrigation during that same period. When there is a surplus of water in the creek and all of the rights to the creek are being fully satisfied, up to 6.0 cubic feet per second and an additional 166 acre-feet per year can be diverted under this right.

The right to the use of a water right established under the laws of the State of Washington and confirmed hereby is restricted to the lands or place of use, purpose(s) of use, and to the other specified terms and conditions herein described, unless approved for change as provided in RCW 90.03.380 or other statute.

This certificated water right may be subject to relinquishment for nonuse of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Union Gap, Washington, this 16th day of July, 2019.

Maia Bellon, Director
Department of Ecology



Trevor Hutton, Section Manager
Central Regional Office
Water Resources Program

DATA REVIEW
OK LB

To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.

200506200030

H-6b

VICINITY MAP



APPROVALS

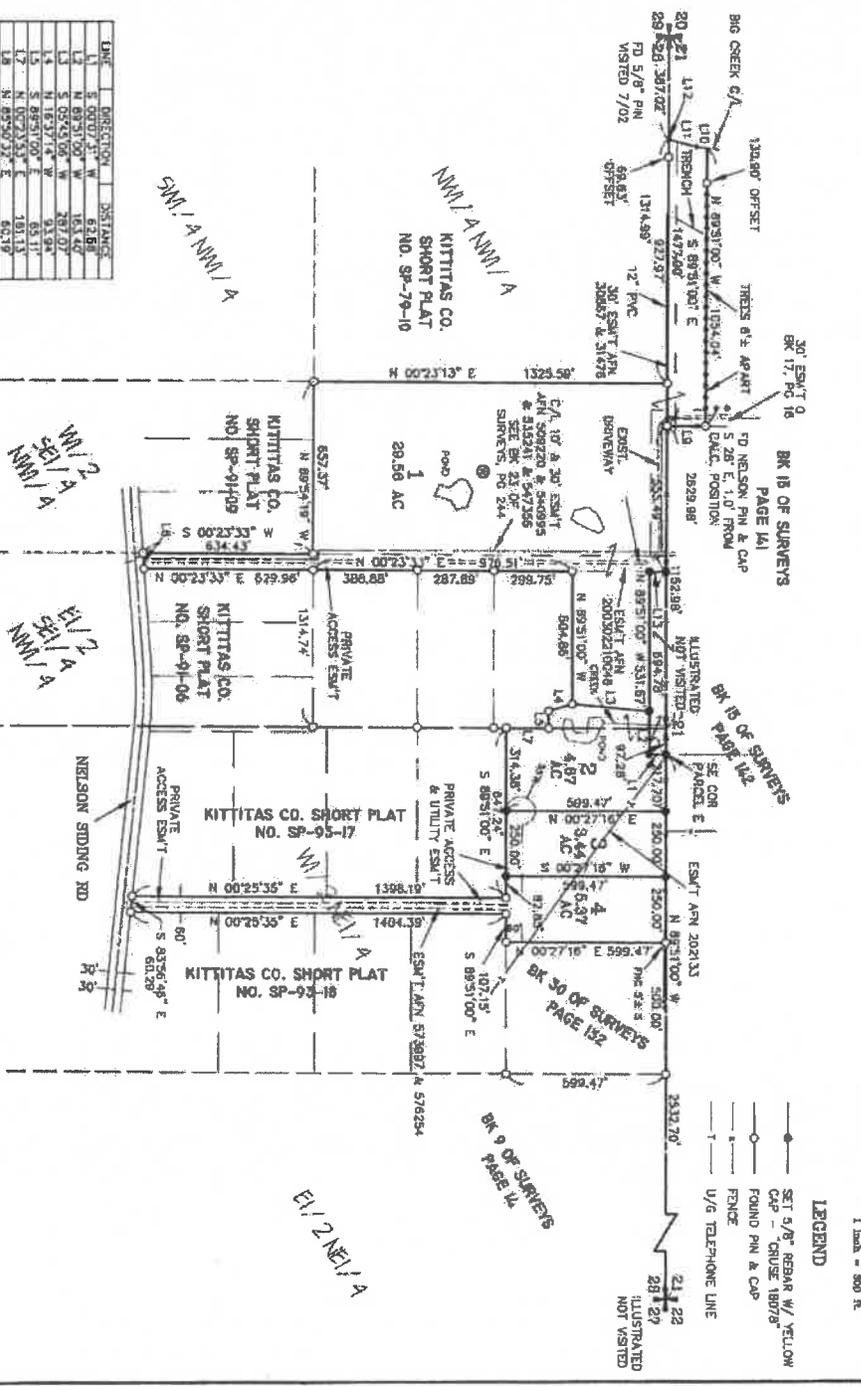
KITITAS COUNTY DEPARTMENT OF PLANNING WORKS
 REVIEWED AND APPROVED THIS 9th DAY OF
 MAY A.D. 2005
[Signature]
 DEPARTMENT OF PLANNING WORKS
 KITITAS COUNTY HEALTH DEPARTMENT
 REVIEWED AND APPROVED THIS 9th DAY OF
 MAY A.D. 2005
[Signature]
 KITITAS COUNTY HEALTH DEPARTMENT

DATE THIS 12th DAY OF MAY A.D. 2005
[Signature]
 DEPARTMENT OF COUNTY PLANNING DIRECTOR
 KITITAS COUNTY HEALTH DEPARTMENT

DATE THIS 27th DAY OF MAY A.D. 2005
[Signature]
 DEPARTMENT OF COUNTY PLANNING DIRECTOR
 KITITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITITAS COUNTY TREASURER
 I HEREBY CERTIFY THAT THE SURVEY SHORT PLAT
 DESCRIBED HEREIN IS CORRECT AND THAT IT
 CONFORMS TO THE COMPENSATION LAWS OF THE
 KITITAS COUNTY PLANNING COMMISSION.
 DATED THIS 27th DAY OF MAY A.D. 2005
[Signature]
 KITITAS COUNTY TREASURER

EARL GENTRY SHORT PLAT
 PART OF SECTIONS 21 & 28, T. 20 N., R. 14 E., W.M.
 KITITAS COUNTY, WASHINGTON



LINE	DIRECTION	DISTANCE
1	S 09°07'31" W	62.81
2	E 08°51'00" W	163.42
3	N 11°51'00" W	181.07
4	N 11°51'00" W	181.07
5	E 86°51'00" E	65.11
6	N 06°23'52" E	101.13
7	N 85°50'37" E	62.49
8	N 00°17'00" E	141.00
9	S 09°28'30" W	40.88
10	S 19°41'30" W	101.54
11	S 40°53'53" W	57.73
12	S 09°23'53" W	62.88

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me
 or under my direction in conformity with the
 requirements of the Survey Recording Act of the
 request of EARL GENTRY in OCTOBER of 2004.

Charles A. Cruse, Jr.
 CHARLES A. CRUSE, JR.
 Professional Land Surveyor
 License No. 18076
 DATE 5-4-05



X	X	X
X	X	X
X	X	X

AUDITOR'S CERTIFICATE
 Paid for record by *[Signature]* of June
 2005, of 121.94 Ea. in Book H of said Plat
 at page(s) 116 of the request of *[Signature]*
 EARL GENTRY
 KITITAS COUNTY AUDITOR

CRUSE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 E. Fourth St.
 Ellensburg, WA 98926 (509) 982-8242
 EARL GENTRY SHORT PLAT

PART OF SECTIONS 21 AND 28,
TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.

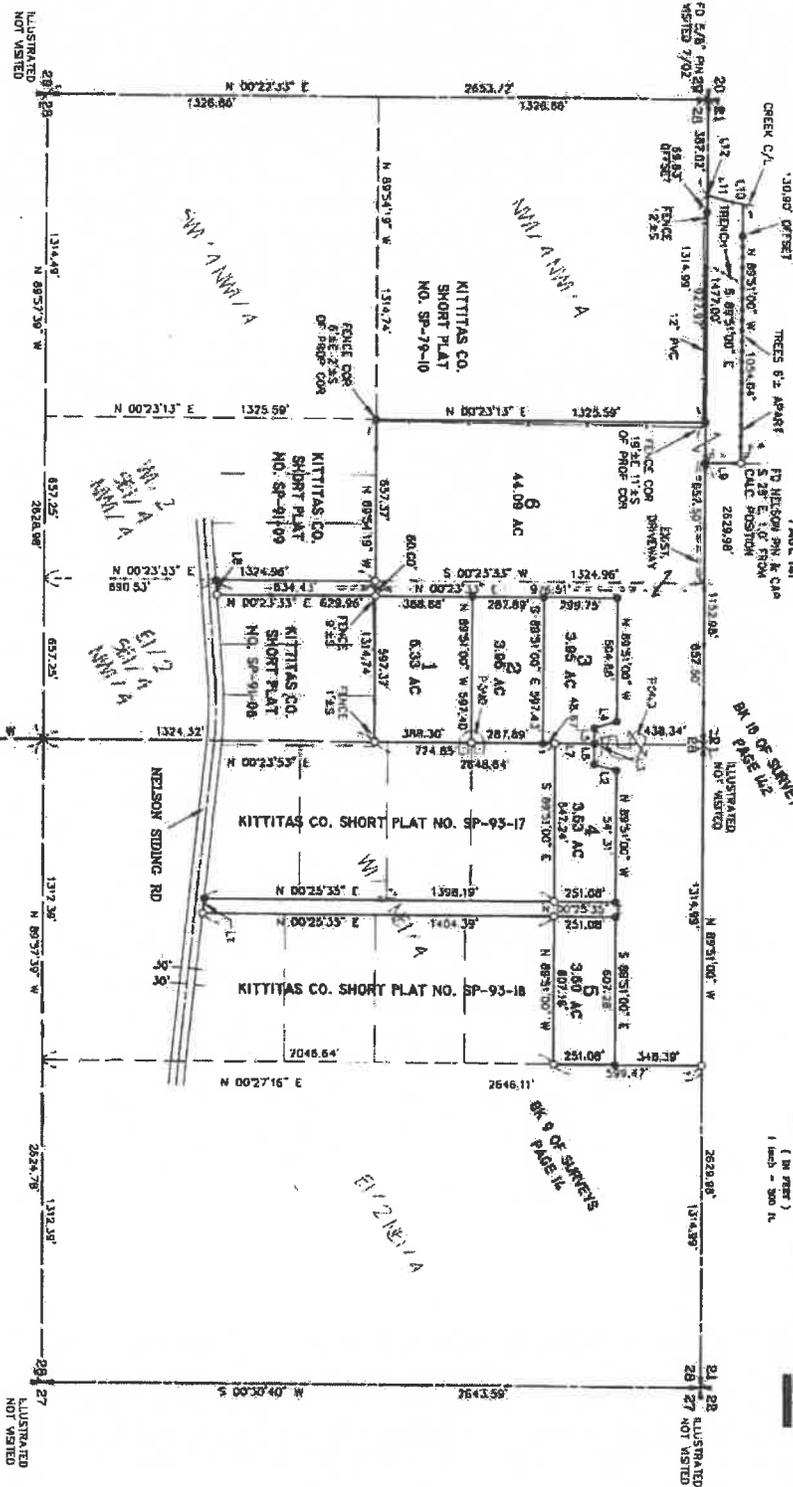
BR 18 OF SURVEYS
PAGE 141

BR 18 OF SURVEYS
PAGE 142



2.002017.001

27-248



LINE	DIRECTION	DISTANCE
1	S 83°50'46" E	60.27
2	S 13°44'21" W	92.53
3	N 89°59'00" W	34.61
4	N 19°57'14" W	93.94
5	S 89°51'00" E	63.11
6	S 89°51'00" E	63.11
7	N 89°51'00" E	63.11
8	N 89°51'00" E	63.11
9	N 00°17'00" W	40.88
10	S 09°21'58" W	40.88
11	S 83°57'37" W	301.54
12	S 40°53'53" W	317.13

LEGEND
 SET 5/8" REBAR W/ YELLOW CAP - CROSS MARK
 FOUND P N & CAP
 FENCE
 ILLUSTRATED NOT VISITED

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformity with the laws of the State of Virginia, and in the presence of the witnesses of said State, GENTRY, on August 13, 2002.

Charles A. Cruse, Jr.
 CHARLES A. CRUSE, JR.
 Professional Land Surveyor
 License No. 10070
 AUGUST 13, 2002
 DME



X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

AUDITOR'S CERTIFICATE

This fee was received in full on the 13th day of August, 2002, at LEWISBURG, VA. in Book 27 of Surveys on page 10. 248 of the request of Cruse & Associates.

DAVID B. BOWEN, SR.
 KITTTAS COUNTY AUDITOR
CRUSE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 East Fourth Street P.O. Box 898
 Lewisburg, VA 24093
GENTRY PROPERTY

**PART OF SECTIONS 21 AND 28,
TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M.**

200208120003

NOTES

1. THIS SURVEY WAS PERFORMED USING A NIKON DTN-521 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS WERE RELOCATED AND CHECKED FROM A CLOSED FIELD WALKER IN EXCESS OF 110,000 LINEAR FEET AFTER QUALITY ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. ACCORDING TO KITTITAS RECALCULATION DISTRICT (RED) RECORDS, PARCEL 1 HAS 0 IRRIGABLE ACRES, PARCEL 2 HAS 0 IRRIGABLE ACRES, PARCEL 3 HAS 0 IRRIGABLE ACRES, PARCEL 4 HAS 0 IRRIGABLE ACRES, PARCEL 5 HAS 0 IRRIGABLE ACRES, PARCEL 6 HAS 2 IRRIGABLE ACRES, WHO WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
4. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
5. THE LANDOWNERS MUST PROVIDE FOR THE APPROPRIATE OF ONE WATER MASTER FOR EACH TURNOUT WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PROPERTY. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING ORDERED AT THE KRD TURNOUT.
6. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
7. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.
8. AN EROSION EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABOUT THE EXTERIOR PROPERTY BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF MIDSECTION LOT LINES.
9. FOR SECTION CORNER MONUMENTATION, SEE BOOK 0 OF SHORT PLATS, PAGES 18-19 CORNERS LAST VESTED 3/91 UNLESS NOTED OTHERWISE.
10. THESE PARCELS ARE DEPART FROM THE KITTITAS COUNTY SUBDIVISION ORDINANCE UNDER CHAP. 18.04.020(1) AND (5).
11. FOR SECTION SUBVISION AND CORNER DOCUMENTATION, SEE THE REFERENCED SURVEYS AND SHORT PLATS.

LEGAL DESCRIPTIONS

ORIGINAL PARCEL DESCRIPTIONS - PART OF AIN 523000

- PARCEL 1
 PARCEL 2
 PARCEL 3
 PARCEL 4
 PARCEL 5
 PARCEL 6
 PARCEL 7
 PARCEL 8



AUGUST 13, 2002

AUDITOR'S CERTIFICATE

Filed for record this 13th day of August, 2002, at 6:15 PM A.M. in Book 27 of Surveys of Book(s) 2722 of the records of Clatsop & Associates.

DAVID B. BRUCKE, Surveyor
 KITTITAS COUNTY AUDITOR

CRUSE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 East Fourth Street, P.O. Box 966
 Ellensburg, WA 98926 (509) 865-8242
GENTRY PROPERTY

87-1-14

AR 51

NW 28-20-14

AR 51

SEC. 21-20-14

AFTER RECORDING MAIL TO:
Cone, Gilreath, Ellis, Cole
Anderson & Nicholson
P. O. Box 337
Cle Elum, Washington 98922



200302210046
Page: 1 of 6
02/21/2003 03:24P
Kittitas Co Auditor CONE, GILREATH, ELLI AGR 24.00

===== DOCUMENT TITLE: =====

1. DECLARATION OF ROAD USE AND MAINTENANCE AGREEMENT
- 2.

Reference No(s) of Related Documents: _____

Additional No(s) on page ____ of document.

GRANTOR(s): (Last name, first name, middle initial)

1. EARL E. GENTRY
2. VALERIE K. GENTRY
- 3.
- 4.
5. Additional Names on page ____ of document.

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY W. M. Barger
DATE 2/21/03

GRANTEE(s): (Last name, first name, middle initial)

1. PUBLIC
- 2.
- 3.
- 4.
5. Additional names on page ____ of document.

Abbreviated Legal Description as Follows (i.e. lot/block/plat/section/township/range/quarter/quarter):

Lots 1, 2, 3 & 6 as recorded under Survey, Auditor's File No. 200208130003, - Ptn NE 1/4 of NW 1/4 Sect. 28, Twasp 20 N., Range 14 East, W. M., Kittitas County, WA
Complete legal description is on page(s) ____ of document.

Assessor's/Treasurer's Property Tax Parcel Number(s):

- 20-14-28020-0015, 20-14-28020-0020, 20-14-28000-0051 & 20-14-28000-0053



DECLARATION OF ROAD USE AND MAINTENANCE AGREEMENT

THIS DECLARATION made and executed by Earl E. Gentry and Valérie K. Gentry, husband and wife (hereinafter referred to as Gentry), the owner of the property described herein:

WITNESSETH:

WHEREAS, Gentry is the owner of certain real property described herein and for these purposes referred to as "The Property"; and

WHEREAS, it is the intent of Gentry that certain covenants and restrictions be placed in existence with respect to road use and maintenance with respect to property herein described; and

WHEREAS, it is desirable to provide for the covenants and restrictions to exist in perpetuity with regard to road use and maintenance to insure the enjoyment thereof by all future owners and to preserve and protect the rights and benefits herein set forth;

NOW THEREFORE Gentry declares as follows:

1. Property Benefited.

Lots 1, 2, 3 and 6 as delineated on that certain survey recorded August 13, 2002 under Auditor's File No. 200208130003, Book 27 of Surveys, Page 248 and 249, records of Kittitas County, Washington, together with such other real property as may subsequently be provided access to Big Creek Road by Gentry.

2. Description of Easement.

The easement is for ingress and egress and installation of utilities for the benefit of the above described property. Said easement is also known as Big Creek Road and is described as follows:



200302210046

Page: 3 of 6
02/21/2003 03:24P
AGR 24.00

Kittitas Co Auditor CONE, GILREATH, ELLI

An easement across a portion of the Northwest Quarter of Section 28, Township 20 North, Range 14 East, W.M. in the County of Kittitas, State of Washington, 60.00 feet in width (perpendicular measure), lying westerly of, adjacent to and abutting the following described line:

Beginning at the southwest corner of Lot 1 of the Gentry Short Plat (Kittitas County Short Plat No. SP-91-06), as per short plat thereof recorded December 16, 1991 in Book D of Short Plats at pages 18 and 19, under Auditor's File No. 545364, Records of Kittitas County, State of Washington, which is the true point of beginning of said described line; thence N 00°23'33" E. along the west line of said Lot 1, 629.96 feet, more or less, to the northwest corner of said Lot 1; thence continuing N 00°23'33" E. along the west line and west line projected of Parcels 1, 2 and 3 of that certain survey as recorded August 13, 2002, in Book 27 of Surveys at pages 248 and 249, under Auditor's File No. 200208130003, Records of said County, 1324.90 feet, more or less, to the north line of the Northwest Quarter of Section 28, Township 20 North, Range 14 East, W.M., and the terminus of said described line.

The sidelines of said easement to be lengthened or shortened to intersect the north right of way boundary of Nelson Siding (County) Road along the south and the north line of the Northwest Quarter of Section 28, Township 20 North, Range 14 East, W.M. on the north.

3. Covenants and Restrictions.

Section 1. All of the owners of the above described parcels benefited by the easement contained herein, and such other real property as may subsequently be designated by Gentry shall have the right of use of the road as a method of access and egress and for the purpose of installation of utilities to any portion of their property to which the road is contiguous.

Section 2. The method of allocation of maintenance expense for the road shall be divided equally among the parcels above described and such other additional parcels as may be designated by Gentry regardless of the frequency of use, such that each parcel benefited shall pay an equal amount for all assessments for maintenance, snow removal, repair and other expenses reasonably associated with the easement.

Section 3. There shall no gates, cattle guards, fences or other restrictions placed on or across the roadway.



The roadway shall be for the benefit and use of each parcel owner, their guests and invitees.

Section 4. Any improvement of the road to a condition better than gravel surface roadway shall only be accomplished with consent of all property owners entitled to utilize such road.

Section 5. The term maintenance as used herein shall be defined to mean the filling of potholes, grading, repair of culverts and ditches, plowing of snow, and other maintenance necessary to provide a reasonably smooth unpaved surface, as now exists.

Section 6. The word improvement as used herein shall apply to the function of making the road better than it now exists and shall include widening or the application of hard surface road materials or their equivalent so as to provide a better road surface than now exists.

4. Road Committee.

Section 1. It shall be the responsibility of the owners of the parcels to participate as members of a road committee. Said committee shall select, by majority vote, a road manager who shall be responsible for maintenance, snow removal, assessment and other duties as to maintenance of the road and the conditions herein set forth. The affirmative vote of a majority of the committee members shall be required to assess expenses associated with the road or further development of said road.

Section 2 - Assessment. The road committee shall have the authority and power to assess each parcel above described for the expense of maintaining the road and other required expenses. All expenses associated with the normal operations of the road, as well as expenses dealing with repair of the road or further development, if agreed upon as set forth hereinabove, of said road shall be assessed as described above in paragraph 3, section 2.

Section 3 - Enforcement of Assessments. Any assessments not paid within 30 days of the notice of assessment or billing for assessments shall entitle the road committee to enforce said assessment by recording written notice of said assessment with the Kittitas County Auditor, claim a lien against the parcel to which the delinquent assessments are attached, together with interest thereon at the rate of 12% per annum, or such other legal rate as may be set by the trustees, from the date due until paid.

From and after recording such notice, the parcel to which the assessment is attached shall be subject to a lien in favor of the road committee as security for such sums designated in such notice, together with any other unpaid assessments which may accrue thereafter, including interest thereon, until satisfied of record. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the road committee shall be entitled to recover reasonable attorney's fees and costs for searching and abstracting public records, as well as incidental costs and court costs. No satisfaction made of record or for foreclosure shall constitute a release of the association's rights hereunder with respect to future delinquent assessments. Any of the owners of the parcels herein and/or the committee shall have the right and authority to enforce the provisions hereof.

5. Amendment.

This Road Use and Maintenance Agreement may be amended only upon unanimous consent of all owners of the parcels described at paragraph 1 together with such other parcels as may subsequently be provided access to Big Creek Road.

6. Covenants.

The provisions herein shall be covenants running with the land and shall be binding upon the real property and any and all parts thereof, the owners thereof, their heirs, assigns, personal representatives and successors in interest.

7. In the event of any litigation with respect to this document, the prevailing party shall be entitled to an award of reasonable attorney fees together with all costs of suit incurred. The venue of any action shall be in the Superior Court of Kittitas County, Washington.

IN WITNESS WHEREOF, the undersigned have placed their signature this 17 day of FEBRUARY, 2003.


EARL E. GENTRY


VALERIE K. GENTRY

STATE OF ARIZONA

County of PIMA



200302210046
Page: 6 of 6
02/21/2003 03:24P
AGR 24.00

Kittitas Co Auditor CONE, GILREATH, ELLI

I certify that I know or have satisfactory evidence that EARL E. GENTRY AND VALERIE K. GENTRY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17 day of February, 2003.

(Notary Seal)



Notary Public State of Arizona
Pima County
Ginger Lynn Corrie
Expires December 03, 2005

Ginger Lynn Corrie
NOTARY PUBLIC in and for the
State of Arizona.

My Commission Expires: 12-03-05

STATE OF ARIZONA

County of PIMA

ss,

~~I certify that I know or have satisfactory evidence that Valerie K. Gentry is the person who appeared before me and said person acknowledged that she signed this instrument, individually, and on oath stated that she was authorized to execute the instrument and acknowledged it as the Attorney in Fact for Earl E. Gentry and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.~~

~~Dated this 17 day of February, 2003~~

~~(seal)~~



~~Notary Public State of Arizona
Pima County
Ginger Lynn Corrie
Expires December 03, 2005~~

~~Ginger Lynn Corrie
Notary Public in and for the State of
Arizona.~~

~~My Commission Expires: 12-03-05~~

~~Commission Expires: 12-03-05~~