LPF-21-00008

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES
411 N. Ruby St., Suite 2, Ellensburg, WA 98926
CDS@CO.KITTITAS.WA.US
Office (509) 962-7506

"Building Partnerships – Building Communities"

FINAL PLAT APPLICATION

Please type or print clearly in ink. Attach additional sheets as necessary. The following items must be attached to the application packet at intake or the application will not be accepted. Pursuant to RCW 58.17.140 "Final plats and short plats shall be approved, disapproved, or returned to the applicant within thirty days from the date of filing thereof, unless the applicant consents to an extension of such time period;" therefore Kittitas County must have all of the required attachments to accept the final plat/short plat for review to meet the required timeframes. For plats that require the Board of County Commissioners (BOCC) signature, all documents must be uploaded for consideration approximately one (1) week in advance of the BOCC Agenda Session Meeting. This leaves three (3) weeks from the date of applicant submittal for County Staff to review and sign the plat.

REQUIRED ATTACHMENTS

- ☑ One paper copy of Final Plat drawings meeting all final drawing requirements (reference KCC Title 16 Subdivision Code for plat drawing requirements) and RCW Title 58 along with WAC 332-130.
  - May be submitted on polyester film, however please note these may need to be reprinted based on staff review (this is not required for initial review)
- ☑ Project Condition Compliance Document that responds in writing as to how each condition of preliminary approval has been met, including supporting documentation as necessary (Example Attached).
- ☐ If this is a plat associated with a Planned Unit Development, the Final Development Plan must be approved through Resolution by the BOCC prior to submittal for final plat/short plat review.
- ☑ Recent Title Report, within 90 days of final plat submittal.
- ☑ Lot Line Closures
- ☑ Proof of water sufficient to meet Kittitas County Department of Environmental Health requirements.
- ☐ Any other items specifically required by conditions of preliminary approval.

APPLICATION FEES:

$960.00	Kittitas County Community Development Services (KCCDS) Final Plat Fee
$295.00	Kittitas County Environmental Health Final Plat Fee
$1,215.00*	Kittitas County Public Works Final Plat Fee
$2,470.00	**Total fees due for final plat processing**

*5 hours of review included in Public Works Fee. Additional review hours will be billed at $243 per hour.

FOR STAFF USE ONLY

Application Received By (CDS Staff Signature): _____ DATE: 8/11/21 RECEIPT # _____

RECEIVED
AUG 11 2021
Kittitas County CDS
DATE STAMP IN BOX

Planner Intake Signature (required for submittal): Rachael Stevie 8/13/2021

GENERAL APPLICATION INFORMATION

1. **Name, mailing address and day phone of land owner(s) of record:**
Landowner(s) signature(s) required on application form.

Name: Cle Elum Pines West LLC, Pat Deneen

Mailing Address: PO Box 808

City/State/ZIP: Cle Elum WA 98922

Day Time Phone: 509-260-0462

Email Address: pat@patrickdeneen.com

2. **Name, mailing address and day phone of authorized agent, if different from landowner of record:**
If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

Agent Name: Terra Design Group, Chad Bala

Mailing Address: PO Box 686

City/State/ZIP: Cle Elum WA 98922

Day Time Phone: 509-607-0617

Email Address: bala.c@gmail.com

3. **Name, mailing address and day phone of other contact person**
If different than land owner or authorized agent.

Name:

Mailing Address:

City/State/ZIP:

Day Time Phone:

Email Address:

4. **Street address of property:**

Address: Off of Dapple Gray Way

City/State/ZIP: Ellensburg WA 98926

5. **Tax parcel number(s):** 961599 (Palomino Fields Div IV, Tract E)

6. **Project File Name (at time of preliminary review):** Palomino Fields Plat

7. **Project File Number (at time of preliminary review):** P-07-31

8. **Preliminary Approval Date:** Nov. 11, 2008

9. **Preliminary Approval Resolution Number** Res. 2008-160, 2016-073, 2017-081, 2018-065

10. **Final Development Plan Resolution Number (only if this applies):**

11. **Development Agreement Ordinance Number (only if this applies):** DA-15-0001

AUTHORIZATION

12. Application is hereby made for permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed and or completed work.

All correspondence and notices will be transmitted to the Land Owner of Record and copies sent to the authorized agent or contact person, as applicable.

Signature of Authorized Agent:
(REQUIRED if indicated on application)

X _____ **Date:** 8-3-21

Signature of Land Owner of Record
(Required for application submittal):

X _____ **Date:** 8-3-21

Example

Condition Compliance Document

(Below is an example of a condition compliance document created in Microsoft Excel. It is the applicant's responsibility to create this document for submittal. This document should list all conditions placed on the project during preliminary approval and any other stages of project processing such as through a development agreement or final development plan. The goal of this document is for the applicant to demonstrate to staff that the project has met all requirements necessary to obtain final plat approval.)

"Project Name and File Number" Compliance Document

Preliminary Approval Condition(s)	Applicant Response	Staff Review
A plat note discussing the spread of noxious weeds shall be shown on the plat and shall read: "Per RCW 17.10.140 Landowners are responsible for controlling and preventing the spread of noxious weeds, accordingly, the Kittitas Conty Noxious Weed Board recommends immediate reseeding of areas disturbed by development to preclude the proliferation of noxious weeds."	Plat note has been added to Sheet 2 of the provided final plat drawings.	
It is the responsibility of the Professional Licensed Surveyor (PLS) to ensure the lot closures are correct and accurate.	Noted, Lot line closures included with this submittal.	
The second access shall be shown on the face of the plat.	See final plat drawings.	
The subdivision shall be served by an approved Group B Water System.	Group B Water System approval letter and water mitigation certificates included with this submittal.	
Construction activities shall comply with KCC 9.45 (Noise). Construction hours shall be from 7:00 am to 7:00 pm.	Noted	
All outdoor lighting shall be shielded and directed downward to minimize the effect to nearby residential properties.	Noted	
Wetland and wildlife study will be required, prior to final approval, establishing the appropriate buffers regarding sensitive areas as determined by the consultant.	Wetland and wildlife study included with this submittal.	
One hundred foot buffers will be established along the creek and shown on the final mylars.	One hundred foot buffers have been established and shown on Sheet 1 of the final plat drawings.	
continue listing conditions	*continue response to conditions*	

PALOMINO FIELDS, DIVISION 7

ATTACHMENT LIST

Tab A:	Copy of Palomino Division 7 Plat (8.5x11 & large prints), lot closures, and updated subdivision guarantee.
Tab B:	Approved Resolutions.
Tab C:	WA ST. Department of Ecology Construction Stormwater Stormwater Permit.
Tab D:	Palomino Fields Dapple Gray Way and Stormwater Plan approval drawing
Tab E:	Water Right Permit
Tab F:	WA St. Dept. of Health Source Approval
Tab G:	WA St. Dept. of Health Water Plan Consistency Review by KCCDS.
Tab H:	On-site septic Permits (OS-21-00210 & OS-21-00211)
Tab I:	Draft CC&Rs

RECEIVED
AUG 11 2021
Kittitas County CDS

PALOMINO FIELDS, DIVISION 7 FINAL APPROVAL	COMPLETED	NOTES	TAB
Transportation			
A. The applicant shall be responsible for meeting or exceeding all conditions and requirements set forth by the Department of Public Works,	X		SEE TABs C & D
B. The applicant will provide a proportionate share contribution to the improvement at the Reecer Creek Road and University Way intersection according to the approved transportation impact analysis,		This is not required at this time. $12,450.	
C. The applicant will abide by the conditions as approved under the Palomino Road Variance –08-18 including;	X		
a. Improvements to the Bowers Road and Reecer Creek Road Intersection including a right hand turn lane and acceleration lane.		This has been completed as part of the final plat approval of Palomino Div 1 and approved construction.	
b. A temporary Cul-de-Sac will be installed at the end of Rowers Road extension.	X	Dapple Gray Way has been approved by Kittitas County	SEE TAB D
c. The applicant will guarantee a thru route from Reeccr Creek Road to Faust Road, to be built with future development,		Agreed, as we move through the development in phases and divisison that will occur.	
d. A temporary access at Bender Road gill be built. gated and for emergency use only,	x	Access exist now. Gate is being designed.	
Air			
A. If the applicant plans to burn trees or debris from the property, the applicant shall obtain a burn permit from the Department of Ecology, Only natural unprocessed vegetation may be burned in an outdoor tire. It is the applicant's responsibility to contact the Deparimenl of Ecology regarding this permit.	X	Do not forsee any burning.	
Water & Septic			

A. Aciivitics such as road widening, stump pulling and clearing, grading and fill work and utility placements may require an NTDES Construction Stormwater Permit issued by the Department of Ecology prior to start of construction. This permit requires the preparation of a Stormwater Pollution Prevention Plan, It is the applicant's responsibility to contact the Department of Ecology regarding this requirement	X	See WAR303696.	SEE TAB C
B. Prior to any grading, clearing or construction, erosion control measures shall be in place and shall be able to prevent soil from being carried into surface water (this includes storm drains) by storniwater runoff', The erosion control sediment plan shall be a part of the Stormwater Prevention Plan, as referenced in item A.	X	SWPPP BMPs have been installed per the WAR 303696 along with stormwater designed approved by KC DPW.	SEE TAB C & D
C. The applicant will develop a Group A Water System for the project. The Group A Water System shall be designed by a licensed engineer and approved by the Washington State Department of Health. Ihe Group A water system shall be approved prior to final plat approval. The Group A water system may be built in phases as provided for in the approved Group A Comprehensive Water System Plan as required by DOH, pursuant iii WAC 2415. Demonstration of adequate water rights in relation to development of a Group A Water System shall be. completed prior to final approval. Except for the existing exempt well that currently serves the property no other exempt wells shall be developed to service Ihe project. Any deviations to the water system requirements shall undergo further environmental and plat review.	X	Completed	SEE TABs F & G

D. The applicant will provide sewage treatment through inetercd Community Septic Systems or metered Large On-Site Septic Systems pursuant to WAC 246-27213 "Large-On-Site Septic System Regulations". The type of meters used will be prescribed by Kittitiir County. The initial phases of the project will he served by Community Septic Systems or Large On-Site Septic Systems designed by a licensed septic designer and approved by the Kittitas County Environmental Health Department, pursuant to KCC 13 or by the Washington State. Department of Health pursuant to WAC 246. These. Community Septic Systems or Large On-Site Septic Systems shall be located on an adjacent parcel of land. for a seamless transition into a possible Class A Reclaimed Water System Facility.	X	Community septic Permit issued (OS-21-00210 & OS-21-00211)	SEE TAB H
E. Prior to final approval, identification of community septic areas along with completed site evaluations will be required by the Kittitas County Environmental Health Department	X	Community septic Permit issued (OS-21-00210 & OS-21-00211)	SEE TAB H
F. If a Large On-Site Septic System (LOSS) system is pursued, the appropnate approval documents from the Washington State Department of Health will be required prior to final approval by the Kittitas County Environmental Health Department.		Not Appilcable (N.A.)	
G. Class A Reclaimed Water Facility: Pursuant to WAC 173-240-050 & RCW 90.46, a Class A Reclaimed Water Facility may be developed and approved by the 'Washington State Deptartment of Health and Washington State Department of Ecology. The system, located on an adjacent parcel of land, will contain the following trigger points:		N.A.	

a. When the effluent volume reaches a monthly average of 8,000 gallons per day the applicant will he required to start the planning process fur this facilitv. AO additional building permits will be issued until the Washington State Department of Health or the Washington State Department ofEcology has confirmed that the planning process for the facility has started,		N.A.	
b, When the effluent volume reaches a monthly average of 10,000 gallons per day the applicant will be required to have completed the planning process for the facility, In addition the applicant will be required to start creating engineering and construction drawings for the facility. No additional building permits will be issued until the Washington Stare Department ofHealth or the Washington State Department of Ecology has confirmed that the planning process .for the facility has been completed and that the applicant has started the engineering and construction drawings.		N.A.	
c, When the effluent volume reaches a monthly average of 12,000 gallons per day the applicant will be required to have completed the engineering and construction plans for this facility. ,Vo additional building permits will be issued until the Washington State Department of Health or the Washington State Department of Ecolo,g has confirmed that the engineering and construction plans for the facility have been completed.		N.A.	

d. When the effluent volume reaches a monthly average of 14,000 gallons per day the applicant will be required to have obtained a building permit for the facility and to have started the construction of the facility. No additional building permits will be issued until the Kittitas County Building Department has confirmed that a building permit for the *Wry has been issued and that construction has started.		N.A.	
e. When the effluent volume reaches a monthly average of 15,000 gallons per day the applicant will be required to have completed and have an operational reclaimed facility. ,Vu additional building permits will be issued until the Washington State Department of Health or the Washington Stare Department of Ecolok., has confirmed that the facility is operational.		N.A.	
f. The applicant will record and provide to Community Development Service the recorded meter readings for each Community Septic System or Large On Site Septic System on u quarterly basis.		N.A.	
H. If the applicant wishes to access city systems in the future, it will be recommended that all improvements be developed to current city standards,		The Palomino Fields Plat is not within the City of Ellensburgs UGA therefore this condition is N.A.	
I. Metering shall be required on all residential well connections and metering results shall be recorded in a manner consistent with Kittitas County and Washington State Department of Ecology requirements. (Memorandum of Agreement between Kittitas County and Washington State),	X	All residential structures will have metering required and installed at the time of connection to the water system	

J. The approval of this division of land includes no guarantee that there is a legal right to withdraw groundwater within the land division, The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law.	X	See Permit G4-35739	SEE TAB E
K. Washington Administrative Code (WAC) 173-15O provides for the protection of existing rights against impairment, i.e. interruption or interference in the availability of water. If the water supply in your area becomes limited your use could be curtailed by those with senior water rights.		OK	
Historic and Cultural Preservation			
A. Prior to any ground breaking activity on the subject property, the applicant shall consult with the Yakaina Nation regarding an archaeological survey of the subject property due to a high potential for cultural resource sites at the proposed subdivision. Documentation shall be submitted to Community Development Services to be maintained in the project file.	X	Study Commpleted and already submitted early on in the review process. On file with County	
Light and Aesthetics			
A. Alloutdoor lighting shall be shielded and directed downward to minimize the effect io nearby residential properties	X	Agreed and will be in the CC&R's.	SEE TAB I
Noise			
A. Construction activities shall comply with KCC 9.45 (Noise). Construction hours shall he from 7:00am to 7:00pm.	X	Agreed	

Land and Shoreline Use			
A. Wetland and Wildlife study will be required, prior to Final approval. establishing the appropriate buffers regarding sensitive areas. as determined by the consultant.	X	Study Completed, site visit with DOE completed. Furthemore there are no wetlands identified on this proposed Palomino Fields Division 7 Plat. Study already submitted early on in the process. On file with County.	
B. One hundred foot buffers will be established along Currier Creek and shown on the final mylars.	X	100' buffers requirement along Currier Crk. Shown on preliminary plat map.	
C. A riparian management plan that would incorporate signage for Currier Creek will be completed prior to final approval.	X	Riparian Mngmt Plan for Currier Creek submitted as part of the Development Agreement process reviewed and approvd by BOCC in 2016. "Completed" On file with County	
D. All waterways/waters/ditches located on the subject property, regardless of their designation of intermittent. perennial or ephemeral, shall be delineated and shown on the final mylars, Improvements to such water features shall not impact on-site and oft-site use,	X	Completed and was required at preliminary plat stage. Furthermoe the Ellensburg Water Canal is only identified on Division 2 & Division 3 final plat maps.	
E. A Hydraulic Project Approval (HPA) from. ihe Department of Fish & Wildlife shall he required for all work affecting watercourses, including those that do not flow year-round. This includes, but is not limited to, work associated with construction of bridges, culverts, drainage facilities, outfalls and other construction affecling llie bed, bank or flow of watercourses.		Agreed. This will occurr if & when crossing Currier Creek.	

F. The applicant shall consult with the Department of Fish & Wildlife to determine the appropriate size of culvert needed for the crossing any stream or watercourse on the subject property, Prior to final approval ilie applicant will provide documentation that said crossings meet the proposed standards,		This will occur if & when crossing currier creek.	
Public Safety			
A. The applicant shall consult with the local school district and provide for and depict on the final rnylars a safe location for a bus stop.	X	Per phone discussion on 2-28-19 with Ellensburg School District Transporation Dept. the bus stop is already established at the entrance of the new Bowers Road Ext and Reecer Creek Road intersection as you enter into Palomino Fields Division 1 Plat.	
B. Any future development shall comply with the Inernational Fire Code (IFC) and its Appendices and Referenced Standards, Kittitas County Code, and Kittitas County Road Standards and shall adhere to the strictest of said standards.	X	Palomino Fields Plat Division 1 was approved with Sprinklers in homes per Fire Marshall. This is the same requriement for the complete develpment	
Parks and Recreation			
A. The proposal will include 4-5 pocket parks spaced throughout the platted development. The pocket parks shall he dedicated as open space in perpetuity.	X	3 Park areas (used for anything) are currently established as follows: Tract L (containing 2 park areas, one on east side of Roan Drive and the other on south and west side of roan drive), Tract I is the 3rd park area (between lot 10 & 11 of Division 4	See Tab A
B. The applicant shall add 120 trees that shall be placed sporadically through the development. The trees shall serve as a buffer along the John Wayne Trail, "I'he applicant shall replace any trees that die within the first three years.		120 trees planted on March 18 & 19th, 2021	

PALOMINO FIELDS PLAT – DIVISION VII

Receiving No. .....
LPF-21-00***
LP-07-000**

181827

A REPLAT OF TRACT 'E', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

RECEIVED
AUG 16 2021
Kittitas County CDS

APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

EXAMINED AND APPROVED

This ..... day of ....., A.D. 2021

.....
Kittitas County Engineer

HEALTH DEPARTMENT

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

Dated this ..... Day of ..... A.D., 2021.

.....
Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

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

Dated this ..... Day of ..... A.D., 2021.

.....
Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that the taxes and assessments are paid for the preceding years and for this year in which the plat is now to be filed. Parcel 961599.

Dated this ..... Day of ..... A.D., 2021.

.....
Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

I HEREBY CERTIFY that the Palomino Fields Plat – Division VII, has been examined by me and I find the property to be in an acceptable condition for platting. Parcel 961599.

Dated this ..... Day of ..... A.D., 2021.

.....
Kittitas County Assessor

KITTITAS COUNTY BOARD OF COMMISSIONERS

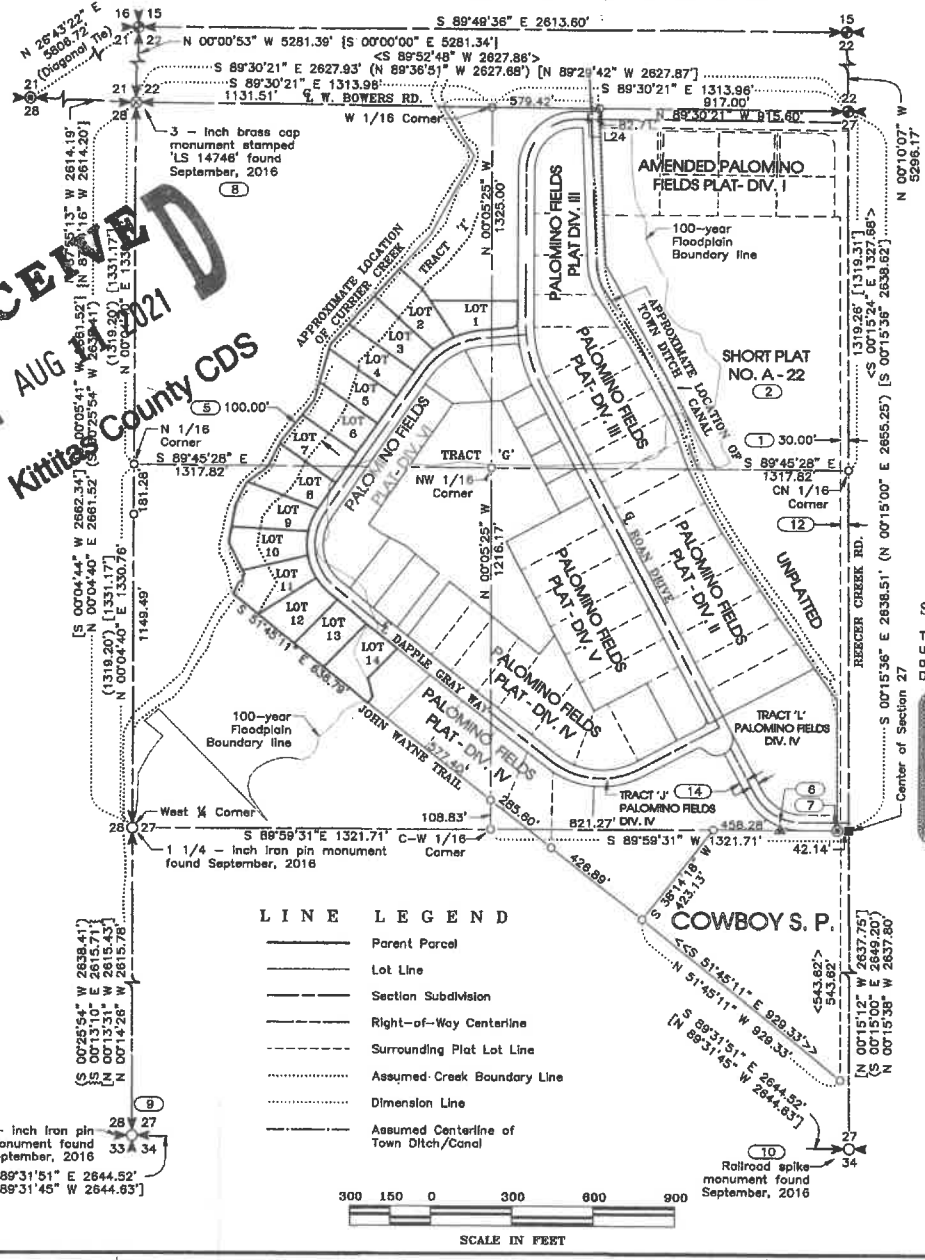
EXAMINED AND APPROVED this ..... day of ..... A.D., 2021.

BOARD OF COUNTY COMMISSIONERS

By .....
Chairperson

ATTEST:

.....
Clerk of the Board



BASIS OF BEARINGS

The bearing for the East boundary line of the Northwest quarter of Section 27 equal Cruse & Nelson's bearing of South 00°15'36" East for the same line as shown on the FHA, U.S.D.A. property survey found under Kittitas County's Auditor File No. 199702200014

AUDITOR'S CERTIFICATE

Filed for record this ..... day of ..... 2021, at ..... M, in Book ..... of Plats at Page(s) ..... under Auditor's File Number ..... at the request of Western Pacific Engineering & Survey, Inc.

.....
County Auditor

.....
Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of Mr. Pat Deneen, in January, 2021.

PRELIMINARY

.....
RICK NORMAN SKINNER, P.L.S.
Washington Land Surveyor No. 43619
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1328 Hunter Place
Moses Lake, Washington 98837

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU, INC.

Surveyed by	LMH	Scale	1" = 300'
Drawn by	Tml/ FCS	Sheet	1 of 5
Checked by	RNS	Project No.	18146

File — Project Desc: S:\Data transfer\18146 BGE\18146 sht7.srv (Plotted - Jul 19, 2021)

PALOMINO FIELDS PLAT – DIVISION VII

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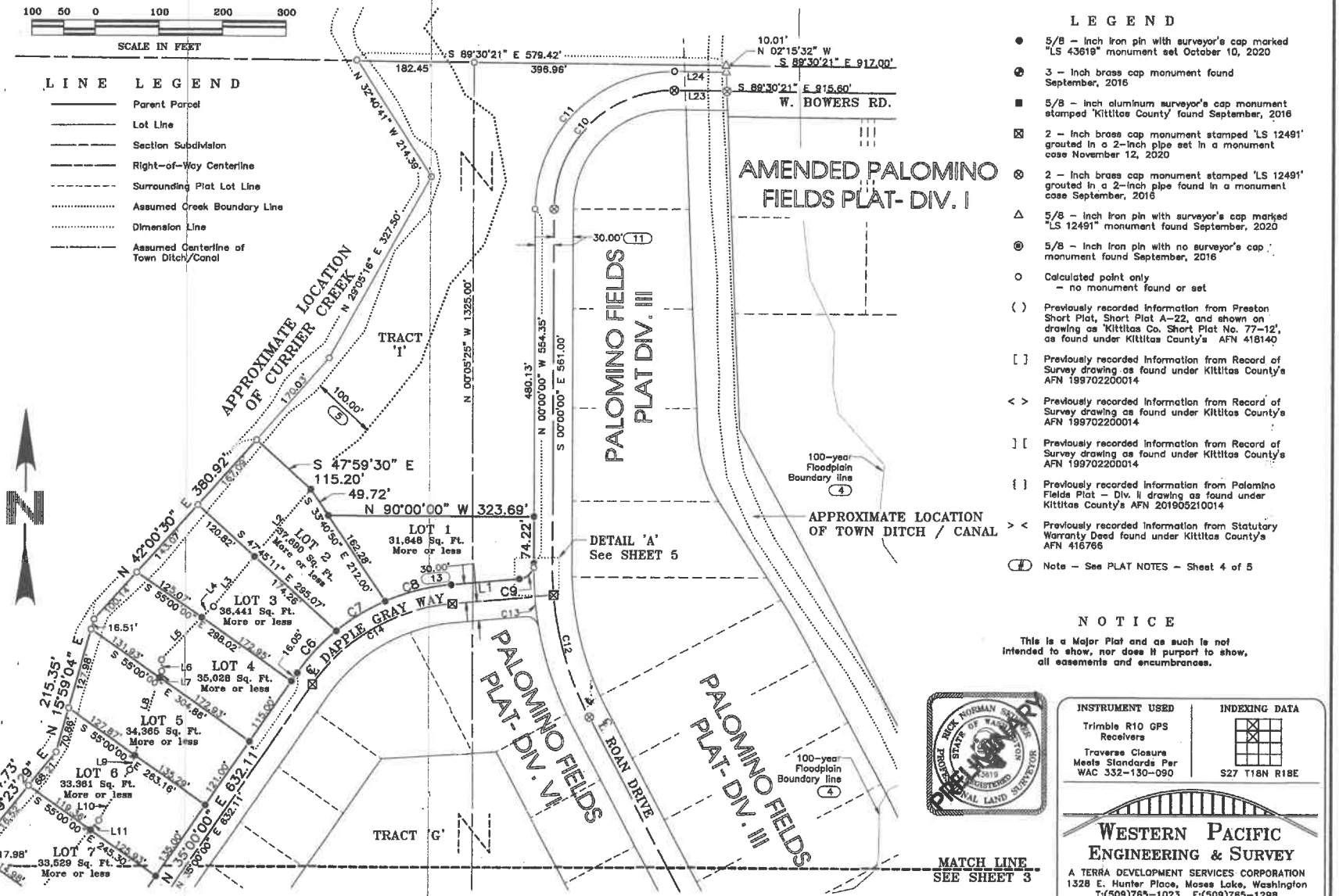

LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 43619" monument set October 10, 2020
- ⊕ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊠ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe set in a monument case November 12, 2020
- ⊗ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe found in a monument case September, 2016
- △ 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument found September, 2020
- ◉ 5/8 – inch iron pin with no surveyor's cap monument found September, 2016
- ○ Calculated point only – no monument found or set
- ( ) Previously recorded information from Preston Short Plat, Short Plat A–22, and shown on drawing as 'Kittitas Co. Short Plat No. 77–12', as found under Kittitas County's AFN 416140
- [ ] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- { } Previously recorded information from Palomino Fields Plat – Div. II drawing as found under Kittitas County's AFN 201905210014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 416766
- (#) Note – See PLAT NOTES – Sheet 4 of 5

NOTICE

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

PRELIMINARY

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	S27 T18N R18E

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Checked by	RNS	Project No.	18146

File --- Project Data: S:\Data transfer\18146 SDR\18146 MP7.pro (Plotted – Jul 19, 2021)

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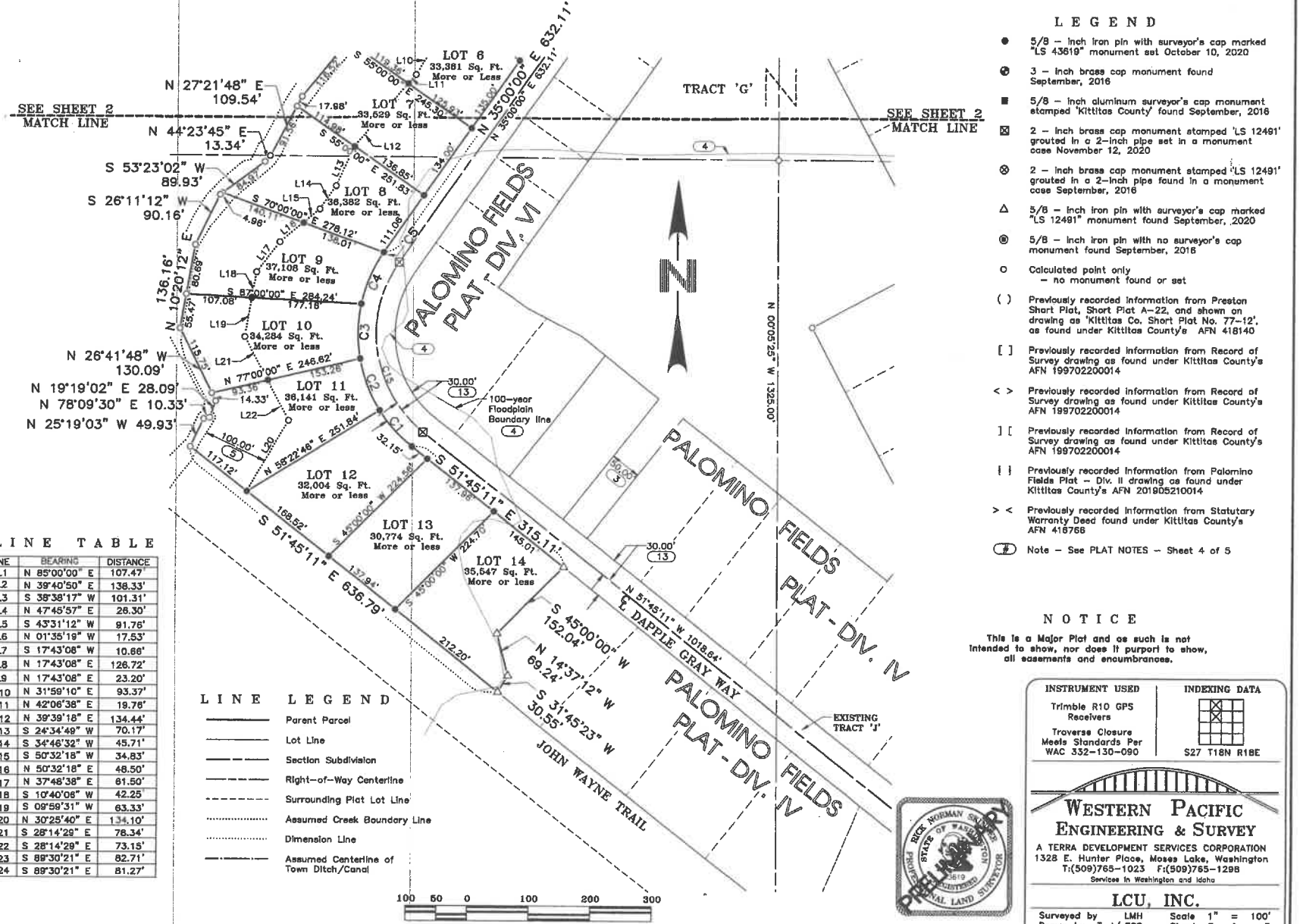


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 85°00'00" E	107.47'
L2	N 39°40'50" E	138.33'
L3	S 38°38'17" W	101.31'
L4	N 47°45'57" E	26.30'
L5	S 43°31'12" W	91.76'
L6	N 01°35'19" W	17.53'
L7	S 17°43'08" W	10.86'
L8	N 17°43'08" E	126.72'
L9	N 17°43'08" E	23.20'
L10	N 31°59'10" E	93.37'
L11	N 42°06'38" E	19.76'
L12	N 39°39'18" E	134.44'
L13	S 24°34'49" W	70.17'
L14	S 34°46'32" W	45.71'
L15	S 50°32'18" W	34.83'
L16	N 50°32'18" E	48.50'
L17	N 37°48'38" E	61.50'
L18	S 10°40'06" W	42.25'
L19	S 09°59'31" W	63.33'
L20	N 30°25'40" E	134.10'
L21	S 28°14'29" E	78.34'
L22	S 28°14'29" E	73.15'
L23	S 88°30'21" E	82.71'
L24	S 89°30'21" E	81.27'

LINE LEGEND

- Parent Parcel
- Lot Line
- Section Subdivision
- Right-of-Way Centerline
- Surrounding Plat Lot Line
- Assumed Creek Boundary Line
- Dimension Line
- Assumed Centerline of Town Ditch/Canal

100 50 0 100 200 300
SCALE IN FEET

LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 43619" monument set October 10, 2020
- ◉ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊠ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe set in a monument case November 12, 2020
- ⊗ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe found in a monument case September, 2016
- △ 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument found September, 2020
- ◉ 5/8 – inch iron pin with no surveyor's cap monument found September, 2016
- ○ Calculated point only – no monument found or set
- ( ) Previously recorded information from Preston Short Plat, Short Plat A–22, and shown on drawing as 'Kittitas Co. Short Plat No. 77–12', as found under Kittitas County's AFN 418140
- [ ] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- | | Previously recorded information from Palomino Fields Plat – Div. II drawing as found under Kittitas County's AFN 201905210014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 418766
- (#) Note – See PLAT NOTES – Sheet 4 of 5

NOTICE

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

RICK NORMAN SHEA — STATE OF WASHINGTON — 18819 — REGISTERED PROFESSIONAL LAND SURVEYOR

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	S27 T18N R18E

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

LCU, INC.

Surveyed by	LMH	Scale	1" = 100'
Drawn by	Tml/ FCS	Sheet	3 of 5
Checked by	RNS	Project No.	18146

File — Project Desc.: S:\Data transfer\18146 BGS\18146 MP7.pro (Plotted – Jul 19, 2021)

PALOMINO FIELDS PLAT – DIVISION VII

A REPLAT OF TRACT 'E', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LPF-21-00***
LP-07-000**

181827

PLAT NOTES

1. Existing thirty-foot (30.00') wide Kittitas County Road Right-of-Way.
2. The short plat name is shown on top of the short plat developed by Mr. Leroy J. Preston in November, 1977, to be "KITTITAS CO. SHORT PLAT NO. 77-12", but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittitas County Auditor's File Number as 418140.
3. A fifty-foot (50.00') wide access strip – a part of Tract "G".
4. The 100-year Flood Plain boundary line as shown hereon.
5. One hundred-foot (100.00') flood plain setback.
6. Found a 5/8-inch iron pin N 17°22'22" E a distance of 0.78' from the calculated position of the property corner.
7. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property line.
8. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 535434.
9. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150012.
10. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150013.
11. A thirty-foot (30.00') wide County Road Right-of-Way Easement dedicated via Palomino Field Plat – Division II as recorded. Roads within R.O.W. are asphalt.
12. County Road Right-of-Way as detailed on the Record of Survey drawing filed in Book 22 of Surveys, Page 174, Kittitas County Auditor's File No. 199702200014. Roads within R.O.W. are asphalt.
13. Thirty-foot (30.00') wide Right-of-Way Easement to be owned by Palomino Fields Utilities Inc. Roads within R.O.W. are asphalt.
14. Thirty-foot (30.00') wide Right-of-Way Easement to be owned by Palomino Fields Utilities Inc. Roads within R.O.W. are asphalt.
15. Metering is required for all new uses of domestic water for residential well connections and usage must be recorded in a manner consistent with Kittitas County Code Chapter 13.35.027and Ecology regulations.
16. The approval of this division of land provides no guarantee that use of water under the ground water exemptions (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law.

WATER NOTES

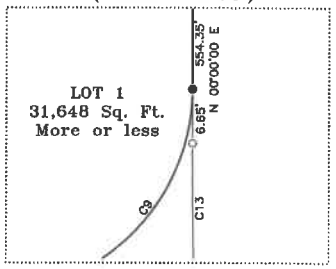
On February 8, 2017 Chicago Title and Ellensburg Water Company were contacted to find any information regarding the location and ownership of the "Town Ditch". At that time both entities were unable to provide any information to said ditch. The Ellensburg Water Company believes there is at least a prescriptive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

SURVEY NARRATIVE

This survey is based upon field survey work done by this office in 2016. This survey followed the various solutions to the boundary issues described in the survey narrative for Palimino Fields Plat – Division 4 as recorded in Volume 13, Pages 105 – 110, records of Kittitas County, WA.

Item 9 of the Chicago Title Insurance Company title policy number 72156-47608014, refers to an easement recorded under instrument number 39134. Said easement is for the purposes of a water pipe line granted to the City of Ellensburg. The 20 foot wide easement, is center on the existing location of the pipeline. The pipeline itself was not able to be located as a result of this survey.

DETAIL 'A'
(Scale 1" = 10')



NOTICE

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

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

ORIGINAL PROPERTY DESCRIPTION

Tract 'H' of the Palomino Fields Plat – Division IV as recorded in Book 13 of Plats, Pages 105 through 110 as recorded under the Kittitas County Auditor's File Number 202101210012.

GENERAL NOTES

1. As per RCW 17.10.140. landowners are responsible for controlling and preventing the spread of noxious weeds. Accordingly, the Kittitas County Noxious Weed Board recommends immediate reseeding of areas disturbed development to preclude the proliferation of noxious weeds.
2. Construction of access improvements will require obtaining an access permit from the Department of Public Works. All access improvements shall be completed in accordance with current Kittitas County Road standards prior to issuance of a building occupancy permit for any proposed lots.
3. Maintenance of the access is the responsibility of the property owners who benefit from its use.
4. An approved access permit will be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right-of-way.
5. Any further subdivision or lots to be served by proposed access may result in further access requirements. See Kittitas County Road Standards.
6. A public utility easement 10 feet (10.00') in width is reserved along all lot lines. The 10 foot easement shall abut the exterior plat boundary and shall be divided 5 feet on each side of interior lines. Said easement shall also be used for irrigation.
7. The entire private road shall achieve ninety-five percent (95%) compaction based upon the standard test method for laboratory compaction method ASTM Designation D1557 using the standard test method for in-place density and water content of soil and soil-aggregate by the nuclear method ASTM D6938 and shall be inspected and certified by a licensed engineer licensed in the State of Washington specifying that the road meets or exceeds current Kittitas County Road Standards prior to the issuance of building permits for this plat.

   KCC 12.09.040 entitled Embankment Construction Control in Developments allows the approved WSDOT Standard Specifications compaction test and/or other ASTM tests approved by the Kittitas County Engineer.
8. Kittitas County will not accept private roads for maintenance as public streets or roads until such streets or roads are brought into conformance with current County Road Standards. The requirement will include the hard surface paving of any street or road surfaced with gravel.
9. No building permits will be issued until the road(s) have been certified by the Kittitas County Public Works Authorized Representative upon completion of the Final Plat.

PRELIMINARY
RICK NORMAN SHERMAN
STATE OF WASHINGTON
3619
REGISTERED
PROFESSIONAL LAND SURVEYOR

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU, INC.

Surveyed by	LMH	Scale	1" = N/A
Drawn by	Tml/ FCS	Sheet	4 of 5
Checked by	RNS	Project No.	18146

File --- Project Desc.: S:\Data transfer\18146 BSE\18146 WPF7.pro (Plotted - Jul 19, 2021)

PALOMINO FIELDS PLAT – DIVISION VII

A REPLAT OF TRACT 'E', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LPF-21-00***
LP-07-000**

181827

D E D I C A T I O N S

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

..... day of....., A.D., 2021, CLE ELUM PINE WEST, LLC., A Washington Limited Liability Company

.....
PAT DENEEN, President
CLE ELUM PINES WEST, LLC

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

STATE OF WASHINGTON)
) SS
COUNTY OF .....)

On this day ..... of ..... A.D., 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and, to me known to be the president of CLE ELUM PINE WEST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington,

residing at .....

L I N E T A B L E

LINE	BEARING	DISTANCE
L1	N 85°00'00" E	107.47'
L2	N 39°40'50" E	138.33'
L3	S 38°38'17" W	101.31'
L4	N 47°45'57" E	26.30'
L5	S 43°31'12" W	91.76'
L6	N 01°35'19" W	17.53'
L7	S 17°43'08" W	10.66'
L8	N 17°43'08" E	126.72'
L9	N 17°43'08" E	23.20'
L10	N 31°59'10" E	93.37'
L11	N 42°06'38" E	19.76'
L12	N 39°39'18" E	134.44'
L13	S 24°34'49" W	70.17'
L14	S 34°48'32" W	45.71'
L15	S 50°32'18" W	34.83'
L16	N 50°32'18" E	48.50'
L17	N 37°48'38" E	61.50'
L18	S 10°40'06" W	42.25'
L19	S 09°59'31" W	63.33'
L20	N 30°25'40" E	134.10'
L21	S 28°14'29" E	78.34'
L22	S 28°14'29" E	73.15'
L23	S 89°30'21" E	82.71'
L24	S 89°30'21" E	81.27'

C U R V E T A B L E

LINE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	230.00'	19°35'09"	78.62'	39.70'	S 41°57'37" E	78.24'
C2	230.00'	22°10'06"	88.99'	45.06'	N 21°04'59" W	88.44'
C3	230.00'	21°58'05"	88.19'	44.64'	S 00°59'07" W	87.65'
C4	230.00'	22°39'27"	90.95'	46.08'	S 23°17'53" W	90.38'
C5	230.00'	00°22'24"	1.50'	0.75'	S 34°48'48" W	1.50'
C6	330.00'	15°35'52"	89.84'	45.20'	N 42°47'56" E	89.56'
C7	330.00'	15°42'52"	90.51'	45.54'	S 58°27'18" W	90.22'
C8	330.00'	18°41'16"	107.63'	54.30'	S 75°38'22" W	107.16'
C9	25.00'	85°00'00"	37.09'	22.91'	S 42°30'00" W	33.78'
C10	187.04'	90°29'39"	295.41'	188.66'	N 45°14'49" E	265.65'
C11	217.04'	90°29'39"	342.79'	218.92'	N 45°14'49" E	308.26'
C12	500.00'	28°00'00"	244.35'	124.66'	S 14°00'00" E	241.92'
C13	530.00'	10°12'57"	94.50'	47.38'	S 05°06'29" E	94.37'
C14	300.00'	50°00'00"	261.80'	139.89'	N 60°00'00" E	253.57'
C15	200.00'	86°45'11"	302.83'	188.98'	S 08°22'35" E	274.72'

N O T I C E

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

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RICK NORMAN HANSEN — STATE OF WASHINGTON — 21819 — REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

File — Project Desc: S:\Data transfer\18146 BSR\18146 MP7.pro (Plotted - Jul 19, 2021)

Western Pacific Engineering and Survey
Monday, August 9, 2021 11:19:18 AM

Palomino Fields Plat - Div. ~~IV~~ 3 PROJECT: S:\Data transfer\18146 BG6\18146 MP7.pro

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CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 1

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing	Distance			
1498		1+13.00	617450.937	2431621340.000000	
	S00°00'00"W	74.22 ft			
1499		1+87.22	617376.717	2431621340.000000	
	Center Point:	381	617376.717	2431621315.000000	
	Radius:	25.00	ft		
	Delta:	85°00'00"	Right		
	Arc Length:	37.09	ft		
	Chord Bearing:	S42°30'00"W			
	Chord Length:	33.78	ft		
	Middle Ordinate:	6.57	ft		
	External:	8.91	ft		
	Deg of Curvature:	229°10'59"	Arc Definition		
	Tangent:	22.91	ft		
	Curve PI:		617353.810	6721621340.000000	
1504		2+24.31	617351.812	0151621317.178563	
	S85°00'00"W	107.47 ft			
1505		3+31.78	617342.445	3871621210.117519	
	Center Point:	918	617013.701	1371621238.878914	
	Radius:	330.00	ft		
	Delta:	18°41'16"	Left		
	Arc Length:	107.63	ft		
	Chord Bearing:	S75°39'22"W			
	Chord Length:	107.16	ft		
	Middle Ordinate:	4.38	ft		
	External:	4.44	ft		
	Deg of Curvature:	17°21'44"	Arc Definition		
	Tangent:	54.30	ft		
	Curve PI:		617337.714	7011621156.022209	
1506		4+39.41	617315.897	4391621106.298098	
	N33°40'50"W	162.28 ft			
1497		6+01.69	617450.937	5031621016.303768	
	S90°00'00"E	323.69 ft			
1498		9+25.38	617450.937	5031621339.303768	

RECEIVED
AUG 11 2021
Kittitas County CDS

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---------------------------------------------------------------------------
---
Closing latitude                = 0.00026
Closing departure               = -0.00623
Closing bearing                 = S87°36'50"E
Closing distance                = 0.00624
Total traverse length           = 808.60  (812.38)
Total error of closure          = 1/129633
Error of closure in latitude    = 1/3113602
Error of closure in departure   = 1/129746

Area                            = 31648.2284  Sq. Ft.
Area                            = 0.727  Acres,

---------------------------------------------------------------------------
---
                                CLOSURE REPORT
Coordinate values shown are computed based on the rounded bearing and
distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 2

Point Number      Description          Sta     Northing       Easting
Elevation
       Bearing   Distance
---------------------------------------------------------------------------
---
    1473                           7+93.05 617268.6973601621029.405679

            Center Point:              918 617013.7034051621238.876639
                  Radius:           330.00 ft
                   Delta:        15°42'52" Right
              Arc Length:            90.51 ft
            Chord Bearing:      N58°27'18"E
             Chord Length:            90.22 ft
          Middle Ordinate:             3.10 ft
                 External:             3.13 ft
        Deg of Curvature:        17°21'44" Arc Definition
                 Tangent:            45.54 ft
                 Curve PI:                 617297.6042001621064.594824
    1506                           8+83.56 617315.8975831621106.293828

       N33°40'50"W     212.00 ft
    1474                          10+95.56 617492.3117651620988.726672

       N47°59'30"W     115.20 ft
    1513          Calc Pt         12+10.76 617569.4080621620903.127600

       S42°00'30"W     137.71 ft
    1431                          13+48.47 617467.0829911620810.966741

       S47°45'11"E     295.07 ft
    1473                          16+43.54 617268.6993661621029.393484
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---
Closing latitude                = 0.00201
Closing departure               = -0.01220
Closing bearing                 = S80°39'35"E
Closing distance                = 0.01236
Total traverse length           = 850.20  (850.49)
Total error of closure          = 1/68790
Error of closure in latitude    = 1/423854
Error of closure in departure   = 1/69714

Area                            = 37690.0112  Sq. Ft.
Area                            = 0.865  Acres,
```

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 3

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing	Distance			
1471		0+00.00	617189.8398421	620959.352839	
	N55°00'00"W	298.02 ft			
1434		2+98.02	617360.7770911	620715.229147	
	N42°00'30"E	143.07 ft			
1431		4+41.09	617467.0848971	620810.977125	
	S47°45'11"E	295.07 ft			
1473		7+36.17	617268.7012711	621029.403868	
	Center Point:	918	617013.7073161	621238.874828	
	Radius:	330.00 ft			
	Delta:	15°35'52" Left			
	Arc Length:	89.84 ft			
	Chord Bearing:	S42°47'56"W			
	Chord Length:	89.56 ft			
	Middle Ordinate:	3.05 ft			
	External:	3.08 ft			
	Deg of Curvature:	17°21'44" Arc Definition			
	Tangent:	45.20 ft			
	Curve PI:		617240.0073831	620994.480529	
1452		8+26.00	617202.9872441	620968.554379	
	S35°00'00"W	16.05 ft			
1471		8+42.05	617189.8398541	620959.348478	

Closing latitude = 0.00001
Closing departure = -0.00436
Closing bearing = S89°50'18"E
Closing distance = 0.00436
Total traverse length = 841.77 (842.05)
Total error of closure = 1/193007
Error of closure in latitude = 1/68373939
Error of closure in departure = 1/193008

Area = 36440.8451 Sq. Ft.
Area = 0.837 Acres,

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 4

Point Number	Description	Sta	Northing	Easting	Elevation
1468		0+00.00	617095.6373571	620893.391548	
	N55°00'00"W 304.86 ft				
1435		3+04.86	617270.4978691	620643.664856	
	N15°59'04"E 16.51 ft				
444		3+21.37	617286.3695351	620648.211320	0.00
	N42°00'30"E 100.14 ft				
1434		4+21.51	617360.7783111	620715.228882	
	S55°00'00"E 298.02 ft				
1471		7+19.53	617189.8410621	620959.352574	
	S35°00'00"W 115.00 ft				
1468		8+34.53	617095.6385771	620893.391284	

Closing latitude = 0.00122
Closing departure = -0.00026
Closing bearing = S12°13'55"E
Closing distance = 0.00125
Total traverse length = 834.53 (834.53)
Total error of closure = 1/668751
Error of closure in latitude = 1/684286
Error of closure in departure = 1/3156411

Area = 35028.4107 Sq. Ft.
Area = 0.804 Acres,

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 5

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing	Distance			
1466		0+00.00	616996.5199601	620823.988799	
	N55°00'00"W	263.16 ft			
1436		2+63.16	617147.4623351	620608.420747	
	N15°59'04"E	127.98 ft			
1435		3+91.15	617270.4941791	620643.663415	
	S55°00'00"E	304.86 ft			
1468		6+96.01	617095.6336671	620893.390107	
	S35°00'00"W	121.00 ft			
1466		8+17.01	616996.5162701	620823.987358	

Closing latitude = -0.00369
Closing departure = -0.00144
Closing bearing = N21°19'54"E
Closing distance = 0.00396
Total traverse length = 817.00 (817.01)
Total error of closure = 1/206232
Error of closure in latitude = 1/221400
Error of closure in departure = 1/566941

Area = 34365.4116 Sq. Ft.
Area = 0.789 Acres,

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 6

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing	Distance			

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------------------------------------------------------------------------
---
    1464                            0+00.00 616885.9344341620746.555980

       N55°00'00"W     245.30 ft
    1437                            2+45.30 617026.6327341620545.617983

       N39°23'29"E      68.21 ft
     432                            3+13.51 617079.3473971620588.905030
0.00
       N15°59'04"E      70.86 ft
    1436                            3+84.37 617147.4677011620608.418199

       S55°00'00"E     263.16 ft
    1466                            6+47.53 616996.5253261620823.986251

       S35°00'00"W     135.00 ft
    1464                            7+82.53 616885.9398001620746.553432


------------------------------------------------------------------------
---
Closing latitude                = 0.00537
Closing departure               = -0.00255
Closing bearing                 = S25°23'52"E
Closing distance                = 0.00594
Total traverse length           = 782.53  (782.53)
Total error of closure          = 1/131730
Error of closure in latitude    = 1/145824
Error of closure in departure   = 1/307136

Area                            = 33361.0351  Sq. Ft.
Area                            = 0.766  Acres,

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                                CLOSURE REPORT
Coordinate values shown are computed based on the rounded bearing and
distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 7

Point Number      Description          Sta     Northing       Easting
Elevation
       Bearing   Distance
------------------------------------------------------------------------
---
    1463                            0+00.00 616776.1680601620669.696737

       N55°00'00"W     251.83 ft
    1438                            2+51.83 616920.6118141620463.409678

       N27°21'48"E      17.98 ft
     790                            2+69.81 616936.5800271620471.673853

       N39°23'29"E     116.52 ft
    1437                            3+86.33 617026.6300571620545.619119
```

```
   S55°00'00"E     245.30 ft
1464                            6+31.63 616885.9317581620746.557116

   S35°00'00"W     134.00 ft
1463                            7+65.63 616776.1653841620669.697873

--------------------------------------------------------------------------------
Closing latitude                = -0.00268
Closing departure               = 0.00114
Closing bearing                 = N22°59'44"W
Closing distance                = 0.00291
Total traverse length           = 765.63  (765.63)
Total error of closure          = 1/263293
Error of closure in latitude    = 1/286022
Error of closure in departure   = 1/673974

Area                            = 33525.9404  Sq. Ft.
Area                            = 0.770  Acres,

--------------------------------------------------------------------------------
                                CLOSURE REPORT
Coordinate values shown are computed based on the rounded bearing and
distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 8

Point Number      Description          Sta     Northing       Easting
Elevation
      Bearing   Distance
--------------------------------------------------------------------------------
1462                            0+00.00 616683.9618221620605.139190

   N70°00'00"W     278.12 ft
1439                            2+78.12 616779.0844641620343.791878

   N53°23'02"E      84.97 ft
 774                            3+63.09 616829.7648721620411.993031

   N44°23'45"E      13.34 ft
 775                            3+76.44 616839.2966161620421.325846

   N27°21'48"E      91.56 ft
1438                            4+67.99 616920.6119411620463.409709

   S55°00'00"E     251.83 ft
1463                            7+19.82 616776.1681871620669.696769

   S35°00'00"W     111.06 ft
1451                            8+30.88 616685.1931611620605.995370

        Center Point:               927 616553.2705801620794.400340
              Radius:           230.00 ft
```

```
                  Delta:         0°22'24" Left
             Arc Length:             1.50 ft
          Chord Bearing:      S34°48'48"W
           Chord Length:             1.50 ft
        Middle Ordinate:             0.00 ft
               External:             0.00 ft
      Deg of Curvature:        24°54'40" Arc Definition
               Tangent:             0.75 ft
              Curve PI:                   616684.5782061620605.564830
   1462                          8+32.38 616683.9616361620605.139013

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---
Closing latitude                = -0.00019
Closing departure               = -0.00018
Closing bearing                 = N43°37'46"E
Closing distance                = 0.00026
Total traverse length           = 832.38  (832.38)
Total error of closure          = 1/3243739
Error of closure in latitude    = 1/4481438
Error of closure in departure   = 1/4701123

Area                            = 36381.9985  Sq. Ft.
Area                            = 0.835  Acres,

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                                  CLOSURE REPORT
Coordinate values shown are computed based on the rounded bearing and
distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 9

Point Number      Description          Sta     Northing       Easting
Elevation
      Bearing   Distance
-------------------------------------------------------------------------------
---
   1462                           0+00.00 616683.9618221620605.139190

      N70°00'00"W     278.12 ft
   1439                           2+78.12 616779.0844641620343.791878

      S53°23'02"W       4.96 ft
    773                           2+83.08 616776.1260691620339.810735

      S26°11'12"W      90.16 ft
    767                           3+73.24 616695.2199941620300.023394

      S10°20'12"W      80.69 ft
   1440                           4+53.93 616615.8395591620285.545040

      S87°00'00"E     284.24 ft
   1461                           7+38.17 616600.9635871620569.395499

           Center Point:               927 616553.2649731620794.395149
```

Radius:	230.00 ft	
Delta:	22°39'27"	Right
Arc Length:	90.95 ft	
Chord Bearing:	N23°17'53"E	
Chord Length:	90.36 ft	
Middle Ordinate:	4.48 ft	
External:	4.57 ft	
Deg of Curvature:	24°54'40"	Arc Definition
Tangent:	46.08 ft	
Curve PI:		616646.0450011620578.955944
1462	8+29.12	616683.9556151620605.134175

Closing latitude	= -0.00621
Closing departure	= -0.00502
Closing bearing	= N38°56'12"E
Closing distance	= 0.00798
Total traverse length	= 828.53 (829.12)
Total error of closure	= 1/103825
Error of closure in latitude	= 1/133478
Error of closure in departure	= 1/165205
Area	= 37107.9386 Sq. Ft.
Area	= 0.852 Acres,

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 10

Point Number	Description	Sta	Northing	Easting	Elevation
Bearing	Distance				
1489		0+00.00	616610.2398821	620392.483348	
N87°00'00"W	107.08 ft				
1440		1+07.08	616615.8440171	620285.550098	
S10°20'12"W	55.47 ft				
764		1+62.56	616561.2742721	620275.597015	
S26°41'48"E	115.75 ft				
1441		2+78.31	616457.8635081	620327.599673	
N77°00'00"E	93.36 ft				
1491		3+71.67	616478.8649381	620418.566862	
N77°00'00"E	153.26 ft				
1460		5+24.93	616513.3409371	620567.898818	

```
           Center Point:              927 616553.2756251620794.405376
                 Radius:           230.00 ft
                  Delta:        21°58'05" Right
             Arc Length:            88.19 ft
           Chord Bearing:      N00°59'07"E
            Chord Length:            87.65 ft
         Middle Ordinate:             4.21 ft
                External:             4.29 ft
        Deg of Curvature:        24°54'40" Arc Definition
                 Tangent:            44.64 ft
                Curve PI:                  616557.2974341620560.141876
    1461                          6+13.11 616600.9779781620569.406003

       N87°00'00"W     177.16 ft
    1489                          7+90.27 616610.2498161620392.488795


--------------------------------------------------------------------------------
---
Closing latitude                = 0.00993
Closing departure               = 0.00545
Closing bearing                 = S28°44'08"W
Closing distance                = 0.01133
Total traverse length           = 789.73  (790.27)
Total error of closure          = 1/69711
Error of closure in latitude    = 1/79502
Error of closure in departure   = 1/145000

Area                            = 34283.9645  Sq. Ft.
Area                            = 0.787  Acres,


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---
                                CLOSURE REPORT
Coordinate values shown are computed based on the rounded bearing and
distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 11

Point Number      Description          Sta     Northing       Easting
Elevation
       Bearing   Distance
--------------------------------------------------------------------------------
---
    1460                         14+32.50 616513.3343041620567.892929

           Center Point:              927 616553.2689931620794.399487
                 Radius:           230.00 ft
                  Delta:        22°10'06" Left
             Arc Length:            88.99 ft
           Chord Bearing:      S21°04'59"E
            Chord Length:            88.44 ft
         Middle Ordinate:             4.29 ft
                External:             4.37 ft
        Deg of Curvature:        24°54'40" Arc Definition
                 Tangent:            45.06 ft
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```
                Curve PI:                          616468.9604571620575.716395
    1459                              15+21.49 616430.8144821620599.706644

       S58°22'46"W     251.84 ft
    1493                              17+73.33 616298.7769261620385.255089

       N51°45'11"W     117.12 ft
     733                              18+90.45 616371.2803041620293.274904
1580.11
       N25°19'03"E      49.93 ft
     738                              19+40.38 616416.4146261620314.626668

       N78°09'30"E      10.33 ft
     749                              19+50.71 616418.5344231620324.736830

       N19°19'02"E      28.09 ft
     750                              19+78.80 616445.0430001620334.028947

       N26°41'48"W      14.33 ft
    1441                              19+93.13 616457.8453871620327.590951

       N77°00'00"E      93.36 ft
    1491                              20+86.49 616478.8468171620418.558140

       N77°00'00"E     153.26 ft
    1460                              22+39.75 616513.3228161620567.890096

       S77°00'00"W     153.26 ft
    1491                              23+93.01 616478.8468171620418.558140

       N77°00'00"E     153.26 ft
    1460                              25+46.27 616513.3228161620567.890096


-------------------------------------------------------------------------------
---
Closing latitude                = -0.01149
Closing departure               = -0.00283
Closing bearing                 = N13°51'06"E
Closing distance                = 0.01183
Total traverse length           = 1113.22  (1113.76)
Total error of closure          = 1/94077
Error of closure in latitude    = 1/96895
Error of closure in departure   = 1/392958

Area                            = 36141.1792  Sq. Ft.
Area                            = 0.830  Acres,


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                                CLOSURE REPORT
Coordinate values shown are computed based on the rounded bearing and
distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 12
```

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing Distance				
1459		15+21.49	616430.8187851	620599.705096	
	Center Point:	927	616553.2689681	620794.399607	
	Radius:	230.00 ft			
	Delta:	19°35'09" Left			
	Arc Length:	78.62 ft			
	Chord Bearing:	S41°57'37"E			
	Chord Length:	78.24 ft			
	Middle Ordinate:	3.35 ft			
	External:	3.40 ft			
	Deg of Curvature:	24°54'40" Arc Definition			
	Tangent:	39.70 ft			
	Curve PI:		616397.2141501	620620.840287	
1450		16+00.11	616372.6388521	620652.017552	
	S51°45'11"E 32.15 ft				
1458		16+32.26	616352.7363281	620677.266553	
	S45°00'00"W 224.56 ft				
1457		18+56.82	616193.9484301	620518.478654	
	N51°48'01"W 169.52 ft				
1493		20+26.35	616298.7803751	620385.259685	
	N58°22'46"E 251.84 ft				
1459		22+78.18	616430.8179311	620599.711240	

Closing latitude	= -0.00085
Closing departure	= 0.00614
Closing bearing	= N82°05'20"W
Closing distance	= 0.00620
Total traverse length	= 756.31 (756.69)
Total error of closure	= 1/121924
Error of closure in latitude	= 1/885830
Error of closure in departure	= 1/123096
Area	= 32003.8052 Sq. Ft.
Area	= 0.735 Acres,

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 13

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing Distance				
1457		0+00.00	616193.9498061	620518.479982	
	S51°41'42"E 137.94 ft				
1453		1+37.94	616108.4480401	620626.724574	
	N45°00'00"E 224.70 ft				
1456		3+62.64	616267.3349341	620785.611467	
	N51°45'11"W 137.96 ft				
1458		5+00.60	616352.7393571	620677.264589	
	S45°00'00"W 224.56 ft				
1457		7+25.15	616193.9514581	620518.476690	

Closing latitude	= 0.00165
Closing departure	= -0.00329
Closing bearing	= S63°20'59"E
Closing distance	= 0.00368
Total traverse length	= 725.16 (725.15)
Total error of closure	= 1/196875
Error of closure in latitude	= 1/438922
Error of closure in departure	= 1/220276
Area	= 30774.0908 Sq. Ft.
Area	= 0.706 Acres,

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance,
or chord bearing and chord lengths as indicated herein.
Boundary Name: LOT 14

Point Number	Description	Sta	Northing	Easting	Elevation
	Bearing Distance				
1453		0+00.00	616108.4475211	620626.724955	
	S51°45'11"E 212.20 ft				
1428		2+12.20	615977.0846721	620793.376214	1581.64
	N31°45'23"E 30.55 ft				
1502		2+42.76	616003.0611401	620809.454946	

```
0.00
       N14°37'12"W      69.24 ft
    1501                            3+12.00 616070.0592261620791.978275
0.00
       N45°00'00"E     152.04 ft
    1500                            4+64.03 616177.5677411620899.486790
0.00
       N51°45'11"W     145.01 ft
    1456                            6+09.04 616267.3364821620785.603195

       S45°00'00"W     224.70 ft
    1453                            8+33.74 616108.4495881620626.716301


--------------------------------------------------------------------------------
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Closing latitude                = 0.00207
Closing departure               = -0.00865
Closing bearing                 = S76°33'57"E
Closing distance                = 0.00890
Total traverse length           = 833.74  (833.74)
Total error of closure          = 1/93705
Error of closure in latitude    = 1/403334
Error of closure in departure   = 1/96341

Area                            = 35546.6627  Sq. Ft.
Area                            = 0.816  Acres,
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BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

PRELIMINARY PLAT APPROVAL
Palomino Fields (P-07-31)

RESOLUTION

NO. 2008- 160

WHEREAS, according to Kittitas County Code Chapter 16, relating to the Subdivision of Land, adopted pursuant to RCW 58.17, an open record hearing was held by the Kittitas County Hearing Examiner on October 9, 2008 for the purpose of considering a preliminary plat known as the Palomino Fields Preliminary Plat and described as follows:

> *The division of 120.08 acres into 120 lots, map numbers 18-18-27020-0001, 0002, 0003, 0015, 0016 and 0017 located in portions of Section 27, T18N, R18E, WM in Kittitas County. Proponent: Terra Design Group, authorized agent for Cle Elum Pines West, LLC and Cle Elum Pines East, LLC, and Michael Cordner, landowners.*

WHEREAS, public testimony was heard from those persons present; and,

WHEREAS, due notice of the hearing had been given as required by law, and the necessary inquiry has been made into the public interest to be served by such platting; and,

WHEREAS, the Hearing Examiner recommended approval of said proposed subdivision; and,

WHEREAS, a closed record public meeting was held by the Board of County Commissioners on November 18, 2008 to consider the Hearing Examiner's recommendation on this matter; and,

WHEREAS, the Kittitas County Board of Commissioners make the following FINDINGS OF FACT and CONCLUSIONS AT LAW concerning said proposed preliminary plat:

1. Terra Design Group, authorized agent for Cle Elum Pines West, LLC & Cle Elum Pines East, LLC and Michael Cordner, landowners, has submitted a Preliminary Plat application to subdivide approximately 120.8 acres into 120-lots. The proposed lot sizes range from 0.75 acres to 1.23 acres.

2. The property is located north of Dry Creek Road and west of Reecer Creek Road which comprises portions of the W ½ of Section 27, T18N, R18E, WM in Kittitas County. Map numbers 18-18-27020-0001, 0002, 0003, 0015, 0016, 0017. Currier Creek flows

through the property.

3. The subject property is currently zoned Urban Residential. The project was submitted under and is vested to the Suburban Zone KCC 17.20. The project is proposed to be served by a Group A water system and community drain fields transitioning to a Class A Reclaimed Water System as adequate flow is established.

4. The Notice of Application for the preliminary plat application was issued on June 29, 2007. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties. The last day to submit written comments was on July 19 2007.

5. A re-notice of application was issued on January 28, 2008 with the comment period ending on February 14, 2008. The purpose of the re-notice was to reflect changes that Kittitas County Public Works had requested for road alignment. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties.

6. A second re-notice of application was issued on July 10, 2008 with the comment period ending on July 29, 2008. The purpose of the second re-notice was to reflect changes that Kittitas County Public Works had requested for road alignment and an approved Road Variance with required conditions to be shown on the preliminary plat map. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties

7. Kittitas County issued a Mitigated Determination of Nonsignificance (MDNS) on September 8, 2008 in accordance with WAC 197-11-355 (Optional DNS process). There were no appeals of the SEPA MDNS filed.

8. The Hearing Examiner conducted an open record hearing on October 9, 2008 to consider this matter where testimony was heard. On October 21, 2008 the Hearing Examiner issued a recommendation of preliminary plat approval for the Palomino Fields Preliminary Plat (P-07-31).

9. The Board of County Commissioners conducted a closed record meeting on November 18, 2008 for the purpose of considering the preliminary plat known as the Palomino Fields Preliminary Plat (P-07-31). A motion was made and seconded that the preliminary plat be approved. The motion carried with a vote of 3-0.

10. The Board of County Commissioners finds that additional conditions **are not** necessary to protect the public's interest.

NOW, THEREFORE BE IT RESOLVED, that the Kittitas County Board of Commissioners hereby grants preliminary plat approval to the **Palomino Fields Plat (P-07-31)** and adopts the

Kittitas County Land Use Hearing Examiner's Recommended Finds of Fact, Conclusions of Law, Decision and Conditions of Approval (See Exhibit A):

BE IT FURTHER RESOLVED by the Board of County Commissioners of Kittitas County, Washington, that said preliminary plat designated as Palomino Fields Plat (P-07-31) and the same hereby is, approved with the proposed development configuration (See Exhibit B).

DATED this 18th day of November, 2008 at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Mark McClain, Chairman

Alan A. Crankovich, Vice-Chairman

Linda K. Huber, Commissioner

APPROVED AS TO FORM:

ATTEST:
CLERK OF THE BOARD

Julie A Kjorsvik

Greg Zempel WSBA #19125

RECEIVED
OCT 23 2008
KITTITAS COUNTY
CDS

KITTITAS COUNTY
LAND USE HEARING EXAMINER

IN THE MATTER OF	)	**RECOMMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW DECISION AND CONDITIONS OF APPROVAL**
P-07-31 Palomino Fields Preliminary Plat	)	

THIS MATTER having come on for hearing in front of the Kittitas County Hearing Examiner on October 9, 2008, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. Terra Design Group, authorized agent for Cle Elum Pines West & East LLC's and Michael Cordner, landowners, has submitted a Preliminary Plat application to subdivide approximately 120.8 acres into 120-lots. The proposed lot sizes range from 0.75 acres to 1.23 acres. (Application)

2. The applicant is Cle Elum Pines East & West, LLC's, P.O. Box 808, Cle Elum, WA 98922. (Application)

3. The subject property is currently zoned Urban Residential. The project was submitted under and is vested to the Suburban Zone KCC 17.20. The project is proposed to be served by a Group A water system and community drain fields transitioning to a Class A Reclaimed Water System as adequate flow is established. (Application)

4. The property is located north of Dry Creek Road and west of Reecer Creek Road comprising a portion of the W 1/2 of Section 27, T. 18N., R 18E., W.M. in Kittitas County. Tax parcel number(s) # 18-18-27020-0002, 0003, 0015, 0016, 0017, 0001. Currier Creek flows thru the property. (Application / Kittitas County Assessor)

5. Site Information:

Total Project Size:	120.8 acres
Number of Lots:	120
Zoning district	Urban Residential (Vested under Suburban)

Domestic Water:	Group A community system
Sewage Disposal:	Community septic transitioning to a Class A Reclaimed Water System
Power/Electricity:	Puget Sound Energy
Fire Protection:	Fire District #2
Irrigation District:	Ellensburg Water Company

(All from Application)

6. Site Characteristics: The topography of the site and surrounding properties is planar with a gentle slope of 1 to 2%. Currier Creek flows through the project from north to south. There are some existing structures on site. These structures use to be part of the previous landowners church facilities. There is also a large abandoned structure that was placed on the property under the previous ownership. The Town Ditch (Ellensburg Water Company) canal runs along the eastern edge of the property. Eventually this property abuts up against the John Wayne Trail to the south. Some of this ground has not been farmed recently and other portions of this property are currently being farmed. (Application / Staff investigation/Staff Report)

7. Surrounding Property:

North:	Vacant
Northeast:	Residential lots
South:	John Wayne Trail; South of the John Wayne Trail Residential lots
East:	Town Ditch Canal and four residential lots East of Reecer Creek Road BlackHorse @ Whiskey Creek 300 plus residential Planned Unit Development
West:	Agricultural ground

(Staff Report)

8. The Comprehensive Plan designation is Rural. (Staff Report)

9. The subject property is zoned Urban Residential (the project was vested under the Suburban Code (KCC 17.20) prior to the zone change), which allows for an average of one acre minimum lot size. (Staff Report)

10. A long plat and SEPA checklist was submitted to Community Development Services and deemed complete on May 25, 2007. (Application / Staff Report)

11. The Notice of Application for the preliminary plat application was issued on June 29, 2007. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other

interested parties. The last day to submit written comments was on July 19, 2007. (Staff Report)

12. A Renotice was issued on January 28, 2008 with the comment period ending on February 14, 2008 reflecting changes that Kittitas County Public Works had requested for road alignment. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties. All comments received from those comment periods were considered by the Hearing Examiner. (Staff Report)

13. A Second Renotice was issued on July 10, 2008 with the comment period ending on July 29, 2008 reflecting changes that Kittitas County Public Works had requested for road alignment and an approved Road Variance with required conditions to be shown on the preliminary plat map. This notice was published in the official county paper of record and was mailed to jurisdictional government agencies, adjacent property owners and other interested parties. All comments received from those comment periods were considered by the Hearing Examiner. (Staff Report and Hearing Examiner finding)

14. Kittitas County issued a Mitigated Determination of Nonsignificance (MDNS) on September 8, 2008 as in accordance with WAC 197-11-355 (Optional DNS process). There were no appeals of the SEPA MDNS filed. (Staff Report and Hearing Examiner finding)

15. The proposal is consistent with the goals and policies of the Kittitas County Comprehensive Plan. The proposed subdivision will be adequately served by rural levels of service. Adequate provisions will be provided to minimize impacts to Currier Creek. The lots will be served by a Group A water system and community drain fields transitioning to a Class A Reclaimed Water System. Staff has conducted an administrative critical area review in accordance with KCC 17A and found four wetlands on the subject property. Currier Creek also flows thru the development and a 100 foot buffer shall be maintained to protect the creek. (Staff Report and Hearing Examiner finding)

16. As conditioned, this proposal is consistent with the Kittitas County Subdivision Code Chapter 16.12 for Preliminary Plats. (Hearing Examiner finding)

17. As conditioned, this proposal is consistent with the Kittitas County Environmental Health Title 15. (Hearing Examiner finding)

18. As conditioned, this proposal is consistent with the Kittitas County Critical Areas Code Title 17A. (Hearing Examiner finding)

19. As conditioned, this proposal is consistent with the Kittitas County Flood Damage Prevention Code Title 14.08. (Hearing Examiner finding)

20. As conditioned, this proposal is consistent with the Kittitas County Zoning Code Title 17. (Hearing Examiner finding)

21. This proposal is consistent with and is vested to the Kittitas County Code 17.20, Suburban Zone as it existed on the date the application was deemed complete (May 25, 2007). (Hearing Examiner finding)

22. This proposal is consistent with the Kittitas County Irrigation & Sprinkling Code 16.18. (Hearing Examiner finding)

23. The Kittitas County Department of Public Works has identified that Bowers Road as constructed be classified as a Collector. The road is required to meet all Kittitas County Road Standards as outlined in the memorandum issued by the Department of Public Works prior to issuance of a building permit. As conditioned, the proposal is consistent with the provisions of KCC Title 12. (Kittitas County Department of Public Works comments, Staff Report and Hearing Examiner finding)

24. The Kittitas County Department of Public Works required and approved a Traffic Impact Analysis (TIA), and has requested the imposition of all recommended mitigation measures as conditions of approval. As conditioned, there is no detrimental impact to the public health, safety and welfare. (Kittitas County Department of Public Works comments, Staff Report and Hearing Examiner finding)

25. The following agencies provided comments during the comment period: Department of Ecology, Yakama Nation, Washington State Department of Archaeology & Historic Preservation, Kittitas County Department of Public Works, and Kittitas County Environmental Health. As the Hearing Examiner deemed appropriate, these comments have been included as conditions of approval. (Staff Report and Hearing Examiner finding)

26. Public and agency comments that were received were considered by the Hearing Examiner in rendering this Decision and forming Conditions of Approval. (Hearing Examiner finding)

27. The entire Planning Staff file was admitted into the record at the public hearing. (Hearing Examiner finding at open record public hearing)

28. The Kittitas County Department of Land Services recommended approval of this preliminary plat, subject to the recommended conditions of approval. (Staff Report and Staff presentation at open record public hearing)

29. Public hearing after due legal notice was held on October 9, 2008. Appearing and testifying on behalf of the applicant was Chad Bala of Terra Design Group, Inc. in Cle Elum. Mr. Bala testified that he was an agent authorized to appear and speak on behalf of the applicant, Cle Elum Pines West & East, LLC's. Mr. Bala submitted a notebook of records that were consecutively numbered 1 through 563. This notebook and all the materials contained therein were admitted into the record. This notebook was admitted as Exhibit 3 to the hearing. (Chad Bala testimony at open record public hearing)

30. Exhibits at the hearing were:

30.1 Exhibit 1 is an October 9, 2008, letter from Jan Sharar to the Kittitas County Hearing Examiner.
30.2 Exhibit 2 is the Public Works PowerPoint presentation.
30.4 Exhibit 4 is October 9, 2008, letter from Ron and Debbie Kuhn to the Hearing Examiner.
(Chad Bala testimony at open record public hearing)

31 Mr. Bala testified that none of the proposed lots would require a variance due to the buildable area of the lot, riparian setbacks and setbacks related to the septic system, in order to build a single family residence and any accessory structures. This included but was not limited to proposed lots 32, 38, 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55. Mr. Bala testified that on behalf of the applicant there were no objection to any of the proposed conditions of approval. (Chad Bala testimony at open record public hearing)

32. Also testifying on behalf of the applicant was Mark Nelson, P.O. Box 394, Cle Elum, WA 98922. Mr. Nelson was the designer of the septic system to serve this project. Mr. Nelson testified consistent with the application materials on file. Mr. Nelson emphasized that the large on-site sewage system (L.O.S.S.) would be subject to approval by Department of Health. The reclaimed water system would be subject to approval by Department of Ecology and Department of Health. Both the community septic system and the reclaimed water system would require additional permits from other agencies with jurisdiction prior to construction and implementation of those utilities. (Mark Nelson testimony at open record public hearing)

33. Speaking on behalf of the applicant was attorney Jeff Slothower. Mr. Slothower provided argument regarding the vesting issue. Mr. Slothower pointed out that as of the date of the determination of a complete application, that the applicant vested to the applicable zoning regulations in existence at that time. The applicant is complying with those regulations in the development of this project. (Jeff Slothower presentation at open record public hearing)

34. There was some question by the Hearing Examiner regarding a commitment of neighboring property owners to allow the extension of Bowers Road through the neighboring parcel to the west as well as to allow portions of the community septic system and/or reclaimed water system to be located on that separate parcel. Mr. Slothower indicated that it would be acceptable to the applicant to condition final plat approval upon the applicant's securing from the adjacent property owner sufficient permanent rights-of-way and/or easements or other rights to use the adjoining property owner's property for the extension of Bowers Road and for the community septic system and/or reclaimed water system. (Hearing Examiner finding of fact and testimony of Jeff Slothower at open record public hearing)

35. Testifying in favor of the project was Margo Cordner. Mrs. Cordner testified that she has been a real estate agent in Kittitas County for over 19 years. She testified that she thought that this site would provide attractive settings for homeowners in that the lot sizes were up to one acre which were large enough to have a country feel but not so large as to discourage a homeowner from caring for their property as to weed control, etc. (Testimony of Margo Cordner at open record public hearing)

36. Testifying in opposition to the project was Debbie Kuhn. Ms. Kuhn testified that she felt that the zoning for this area should be illegal because it serves special interests. She testified that this project would constitute urban sprawl into a rural area and that there is insufficient demand for houses in this Kittitas County area. She testified as to concerns regarding flooding and infiltration of wells. She provided testimony about canal failures in the area. She testified regarding concerns about grading and filling south of her property, to the north of the project area. She generally spoke of a desire to protect their rural lifestyle from this urban development. (Testimony of Debbie Kuhn at open record public hearing)

37. Testifying in opposition to the project was Vicky Loiseau. Ms. Loiseau testified consistent with two letters that had been submitted into the record prior to the public hearing. She owns two acres south of the project area and south of John Wayne Trail. She believes that her views to the north will be compromised by this project if tall trees or tall homes are constructed. She provided testimony regarding another development on Courier Creek where parks and walking trails were supposed to be constructed but have not. She also testified that areas where developments have been approved but have not yet been built lay in weeds. She had questions as to when the parks within the development were to be built and where access to the John Wayne Trail would occur. She was concerned about asbestos in the house on the subject property that is to be removed. (Testimony of Vicky Loiseau at open record public hearing)

38. Also testifying in opposition to the project was Mike Smith. Mr. Smith offered Exhibit 5 into the record. Exhibit 5 is an October 9, 2008, letter from Mr. Smith, the Community Development Director for the City of Ellensburg. Mr. Smith testified that the project area is not within the Ellensburg Urban Growth Area but that the 120 lots proposed for this development are, in his opinion, urban in nature. Mr. Smith testified that the Town of Thorp has been identified as an Urban Growth Node and has 163 lots of record ranging from 7,000 square feet to 160 acres. Mr. Smith also testified that if this development is approved and is not built in conformity with City of Ellensburg road standards or the ability to connect to City of Ellensburg Water & Sewer, that this will impede the City's growth towards this area. Mr. Smith testified that the City of Ellensburg cannot provide water or sewer to this project because it is not within the Urban Growth Area. (Testimony of Mike Smith at open record public hearing)

39. Mr. Smith testified as to several questions he had about the project. These included what he believed was a lack of information regarding the details of the phasing plan, what infrastructure would be required in each phase, where the large on-site sewage system would be located and the failure of the County to require Bender Road to be extended pursuant to this project. Mr. Smith had concerns about the secondary emergency access road going into the project area. Mr. Smith disagreed with conclusions of the Traffic Impact Analysis. He further had concerns about Bowers Road remaining a private road until it is extended through the adjoining property to Faust Road. Mr. Smith recommended that, for the reasons stated within his testimony and in his letter to the Hearing Examiner that he recommended that the application be denied. (Testimony of Mike Smith at open record public hearing)

40. Testifying in opposition to the project was Shirleen Sterkel. Ms. Sterkel testified that they live just west of the end of Bender Road. One of her concerns was regarding the gate for the secondary emergency access. She was concerned that it would not be locked and that it would turn into a way for the residents to shorten their trip to Ellensburg. She testified that Reecer already has significant noise issues, especially with pickup trucks traveling late at night. She is concerned about increased noise with this development. (Testimony of Shirleen Sterkel at open record public hearing)

41. The proposal is appropriate in design, character and appearance with the goals and policies for the land use designation in which the proposed use is located. (Hearing Examiner finding)

42. The proposed use will not cause significant adverse impacts on the human or natural environments that cannot be mitigated by conditions of approval. (Hearing Examiner finding)

43. The proposal will be served by adequate facilities including access, fire protection, water, storm water control, and sewage disposal facilities. (Hearing Examiner finding)

44. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference. (Hearing Examiner finding)

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted authority to render this decision.

2. As conditioned, the development meets the goals, policies and implementation recommendations as set forth in the Kittitas County Comprehensive Plan.

3. As conditioned, this proposal is consistent with applicable federal and state laws and regulations.

4. Public use and interest will be served by approval of this proposal.

5. As conditioned, the proposal is consistent with Kittitas County Code Title 16 Subdivision, Title 17 Zoning, Title 17A Critical Areas, Title 15 Environmental, Title 14.08, and Title 12 Roads and Bridges and is not detrimental to the public health, safety and welfare of Kittitas County.

6. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the Kittitas County Code and Comprehensive Plan.

7. As conditioned, the proposal does conform to the standards specified in Kittitas County Code.

8. As conditioned, the use will comply with all required performance standards as specified in Kittitas County Code.

9. As conditioned, the proposed use will not be contrary to the intent or purposes and regulations of the Kittitas County Code or the Comprehensive Plan.

10. As conditioned, this proposal does comply with Comprehensive Plan, the Shoreline Master Program, the zoning code and other land use regulations, and SEPA.

11. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

III. RECOMMENDED DECISION

Based on the above Findings of Fact and Conclusions of Law, the Hearing Examiner hereby recommends that Application P-07-31, Palomino Fields Preliminary Plat, be **APPROVED** subject to the following Conditions of Approval.

IV. RECOMMENDED CONDITIONS OF APPROVAL

All Conditions of Approval shall apply to the applicant, and the applicant's heirs, successors in interest and assigns.

1. All conditions imposed herein shall be binding on the "Applicant," which terms shall include the owner or owners of the property, heirs, assigns and successors.

2. The project shall proceed in substantial conformance with the plans and application materials on file dated September 26, 2008 except as amended by the conditions herein.

3. The applicant is responsible for compliance with all applicable local, state and federal rules and regulations, and must obtain all appropriate permits and approvals.

4. It is the responsibility of the applicant to contact the Kittitas County Assessor's and Treasurer's offices to confirm all taxes are current prior to final plat approval.

5. Based on the comment s received during the public comment period and other information submitted with this project permit application, a SEPA Mitigated Determination of Nonsignificance (MDNS) was issued by Community Development Services on September 8, 2008. The following are the mitigations contained within the MDNS and shall be conditions of approval:

   I. Transportation

   A. The applicant shall be responsible for meeting or exceeding all conditions and requirements set forth by the Department of Public Works.

   B. The applicant will provide a proportionate share contribution to the improvement at the Reecer Creek Road and University Way intersection according to the approved transportation impact analysis.

   C. The applicant will abide by the conditions as approved under the Palomino Road Variance –08-18 including:
      a. Improvements to the Bowers Road and Reecer Creek Road intersection including a right hand turn lane and acceleration lane.

b. A temporary Cul-de-Sac will be installed at the end of Bowers Road extension.
c. The applicant will guarantee a thru route from Reecer Creek Road to Faust Road, to be built with future development.
d. A temporary access at Bender Road will be built, gated and for emergency use only.

II. Air

A. If the applicant plans to burn trees or debris from the property, the applicant shall obtain a burn permit from the Department of Ecology. Only natural unprocessed vegetation may be burned in an outdoor fire. It is the applicant's responsibility to contact the Department of Ecology regarding this permit.

III. Water & Septic

A. Activities such as road widening, stump pulling and clearing, grading and fill work and utility placements may require an NPDES Construction Stormwater Permit issued by the Department of Ecology prior to start of construction. This permit requires the preparation of a Stormwater Pollution Prevention Plan. It is the applicant's responsibility to contact the Department of Ecology regarding this requirement.

B. Prior to any grading, clearing or construction, erosion control measures shall be in place and shall be able to prevent soil from being carried into surface water (this includes storm drains) by stormwater runoff. The erosion control sediment plan shall be a part of the Stormwater Prevention Plan, as referenced in item A.

C. The applicant will develop a Group A Water System for the project. The Group A Water System shall be designed by a licensed engineer and approved by the Washington State Department of Health. The Group A water system shall be approved prior to final plat approval. The Group A water system may be built in phases as provided for in the approved Group A Comprehensive Water System Plan as required by DOH, pursuant to WAC 246. Demonstration of adequate water rights in relation to development of a Group A Water System shall be completed prior to final approval. Except for the existing exempt well that currently serves the property no other exempt wells shall be developed to service the project. Any deviations to the water system requirements shall undergo further environmental and plat review.

D. The applicant will provide sewage treatment through metered Community Septic Systems or metered Large On-Site Septic Systems pursuant to WAC

246-272B "Large-On-Site Septic System Regulations". The type of meters used will be prescribed by Kittitas County. The initial phases of the project will be served by Community Septic Systems or Large On-Site Septic Systems designed by a licensed septic designer and approved by the Kittitas County Environmental Health Department, pursuant to KCC 13 or by the Washington State Department of Health pursuant to WAC 246. These Community Septic Systems or Large On-Site Septic Systems shall be located on an adjacent parcel of land, for a seamless transition into a possible Class A Reclaimed Water System Facility.

E. Prior to final approval, identification of community septic areas along with completed site evaluations will be required by the Kittitas County Environmental Health Department.

F. If a Large On-Site Septic System (LOSS) system is pursued, the appropriate approval documents from the Washington State Department of Health will be required prior to final approval by the Kittitas County Environmental Health Department.

G. Class A Reclaimed Water Facility: Pursuant to WAC 173-240-050 & RCW 90.46, a Class A Reclaimed Water Facility may be developed and approved by the Washington State Department of Health and Washington State Department of Ecology. The system, located on an adjacent parcel of land, will contain the following trigger points:

a. When the effluent volume reaches a monthly average of 8,000 gallons per day the applicant will be required to start the planning process for this facility. No additional building permits will be issued until the Washington State Department of Health or the Washington State Department of Ecology has confirmed that the planning process for the facility has started.

b. When the effluent volume reaches a monthly average of 10,000 gallons per day the applicant will be required to have completed the planning process for the facility. In addition the applicant will be required to start creating engineering and construction drawings for the facility. No additional building permits will be issued until the Washington State Department of Health or the Washington State Department of Ecology has confirmed that the planning process for the facility has been completed and that the applicant has started the engineering and construction drawings.

c. When the effluent volume reaches a monthly average of 12,000 gallons per day the applicant will be required to have completed the engineering and construction plans for this facility. No additional building permits will be issued until the Washington State Department of Health or the

Washington State Department of Ecology has confirmed that the engineering and construction plans for the facility have been completed.

d. When the effluent volume reaches a monthly average of 14,000 gallons per day the applicant will be required to have obtained a building permit for the facility and to have started the construction of the facility. No additional building permits will be issued until the Kittitas County Building Department has confirmed that a building permit for the facility has been issued and that construction has started.

e. When the effluent volume reaches a monthly average of 15,000 gallons per day the applicant will be required to have completed and have an operational reclaimed facility. No additional building permits will be issued until the Washington State Department of Health or the Washington State Department of Ecology has confirmed that the facility is operational.

f. The applicant will record and provide to Community Development Services the recorded meter readings for each Community Septic System or Large On Site Septic System on a quarterly basis.

H. If the applicant wishes to access city systems in the future, all improvements shall be developed to current city standards.

I. Metering shall be required on all residential well connections and metering results shall be recorded in a manner consistent with Kittitas County and Washington State Department of Ecology requirements (Memorandum of Agreement between Kittitas County and Washington State).

J. The approval of this division of land includes no guarantee that there is a legal right to withdraw groundwater within the land division. The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law.

K. Washington Administrative Code (WAC) 173-150 provides for the protection of existing rights against impairment, i.e. interruption or interference in the availability of water. If the water supply in your area becomes limited your use could be curtailed by those with senior water rights.

IV. Historic and Cultural Preservation

A. Prior to any ground breaking activity on the subject property, the applicant shall consult with the Yakama Nation regarding an archaeological survey of the subject property due to a high potential for cultural resource sites at the proposed subdivision. Documentation shall be submitted to Community Development Services to be maintained in the project file.

V. **Light and Aesthetics**

A. All outdoor lighting shall be shielded and directed downward to minimize the effect to nearby residential properties.

VI. **Noise**

A. Construction activities shall comply with KCC 9.45 (Noise). Construction hours shall be from 7:00am to 7:00pm.

VII. **Land and Shoreline Use**

A. Wetland and Wildlife study will be required, prior to final approval, establishing the appropriate buffers regarding sensitive areas as determined by the consultant.

B. One hundred foot buffers will be established along Currier Creek and shown on the final mylars.

C. A riparian management plan that would incorporate signage for Currier Creek will be completed prior to final approval.

D. All waterways/waters/ditches located on the subject property, regardless of their designation of intermittent, perennial or ephemeral shall be delineated and shown on the final mylars. Improvements to such water features shall not impact on-site and off-site use.

E. A Hydraulic Project Approval (HPA) from the Department of Fish & Wildlife shall be required for all work affecting watercourses, including those that do not flow year-round. This includes, but is not limited to, work associated with construction of bridges, culverts, drainage facilities, outfalls and other construction affecting the bed, bank or flow of watercourses.

F. The applicant shall consult with the Department of Fish & Wildlife to determine the appropriate size of culvert needed for the crossing of any stream or watercourse on the subject property. Prior to final approval the applicant will provide documentation that said crossings meet the proposed standards.

VIII. **Public Safety**

A. The applicant shall consult with the local school district and provide for and depict on the final mylars a safe location for a bus stop.

B. Any future development shall comply with the International Fire Code (IFC) and its Appendices and Referenced Standards, Kittitas County Code, and Kittitas County Road Standards and shall adhere to the strictest of said standards.

IX. Parks and Recreation

A. The proposal will include 4-5 pocket parks spaced throughout the platted development. The pocket parks shall be dedicated as open space for perpetuity.

B. The applicant shall add 120 trees that shall be placed sporadically through the development. The trees shall serve as a buffer along the John Wayne Trail. The applicant shall replace any trees that die within the first three years.

6. Soil logs need to be scheduled and dug at a mutually convenient time. The developer/owner shall provide soil logs as per Chapter 246-272 WAC or as amended. The information obtained will be recorded and placed in the plat file for future reference. The information obtained from these soil logs is for plat approval purposes only and does not constitute a site evaluation in conjunction with the issuance of a permit for any specific lot.

7. Proof of potable water must be shown prior to final plat approval.

8. All applicants for subdivision utilizing wells shall have a note placed on the face of the final mylar that states: "Kittitas County relies on its record that a supply of potable water exists. The approval of this division of land includes no guarantee or assurance that there is a legal right to withdraw groundwater within the land division."

9. The Final Plat shall meet all requirements as listed in Chapter 16.20 of the Subdivision Code; including content, format, etc. The following items will be required on the Final Plat Submittal:
   a. Adjacent Property Owners: The adjacent property owners and surrounding properties shall be on the face of the final short plat. (K.C.C.16.20.040, 10, Plat drawing, Adjacent Owners).
   b. Surrounding Area: All surrounding property shall be shown in dotted lines and letters with names of plats, roads, adjoining lots, canals, and etc., and if un-platted shall be so indicated. (K.C.C.16.20.040, 11, Plat drawing, Surrounding Area).

10. Bowers Road: Bowers Road from Reecer Creek Road to Faust Road has been identified as a future county road corridor in the Kittitas County Transportation Plan.

If the Bowers Road extension is desired to become a county road, the road shall be constructed to a minimum 22' wide roadway with 2' paved shoulders, for a total minimum width of 26', and follow the procedures outlined below. At the time Bowers Road is brought onto the county road system, it will be classified as a Rural Minor Collector with a speed limit of 25 mph and an access spacing requirement of 150'. The road must be constructed prior to petitioning the County Commissioners to take the road on system. There is no guarantee the road will be accepted onto the county road system.

11. Public Road Improvements: The following public road improvements are required as a result of this development and as mitigation for Road Variance 08-18.
    a. The Bowers Road extension will include a right hand turn lane onto Reecer Creek Road south.
    b. Reecer Creek Road will be widened for the construction of an acceleration lane in the southbound lane.
    c. A temporary cul-de-sac will be constructed at the termination of the Bowers Road extension.
    d. Access to Faust Road will be guaranteed through an easement or right-of-way dedicated to the County. The Bowers Road extension to Faust Road will be constructed in the future as a result of subsequent development.

12. Temporary Cul-de-Sac: A temporary cul-de-sac turn-around having an outside right-of-way easement diameter of at least 110 feet shall be constructed at the west end of the Bowers Road extension. The driving surface shall be at least 96 feet in diameter. Cul-de-sacs must also conform to the requirements specified by the 2006 International Fire Code. Contact the Fire Marshal regarding any additional cul-de-sac requirements.

13. Road Plans: The developer shall submit road plans for all public road improvements, including Bowers Road, as follows: Plan and profile drawings for all roads shall be submitted to the County Engineer on mylar sheets twenty-two inches by thirty-six inches in size, and receive approval before proceeding with construction. The drawing standards used in preparing the drawings shall conform to the current drawing standards employed by the Department of Public Works. All plans for roads, drainage, and utility construction are to be designed and prepared by a licensed professional engineer. Staking for road construction and adequate survey control for utility construction shall be provided at the subdivider's expense. No work may be started until such plans are approved. See current Kittitas County Road Standards 12.08 for more detailed information..

14. Public Road Construction, Testing and Inspection: Prior to construction the developer shall schedule a pre-construction meeting with the Department of Public Works. No work may be started prior to the meeting. Testing services shall be retained by the

19. John Wayne Trail: The applicant shall contact Washington State Parks and provide documentation of any requirements such as fencing and pedestrian access along the trail prior to final approval. An approved access permit shall be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right of way.

20. Private Road Certification: Private roads serving any of the lots within this development shall be inspected and certified by a licensed professional engineer for conformance with current Kittitas County Road Standards, 9/6/05 edition. Kittitas County Public Works shall require this road certification to be completed prior to the issuance of a building permit for any of the structures within the proposed plat.

21. Joint-Use Driveway: A joint-use access shall serve no more than two tax parcels. See Kittitas County Road Standards, 9/6/05 edition.
   a. Access easements shall be a minimum of 20' wide. The roadway width shall have a minimum width of 12'.
   b. The surface requirement is for a minimum gravel surface depth of 6".
   c. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.
   d. Any further subdivision or lots to be served by proposed access may result in further access requirements.

   Single-Use Driveway: A single-use access shall serve no more than one lot. See Kittitas County Road Standards, 9/6/05 edition.
   a. The roadway shall be a minimum of 8' wide with gravel surface.
   b. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.
   c. Any further subdivision or lots to be served by proposed access may result in further access requirements.

22. Plat Notes: The following plat notes shall be included on the final plat:
   a. Entire private road shall achieve 95% compaction and shall be inspected and certified by a licensed engineer in the State of Washington specifying that the road meets current Kittitas County Road Standards prior to the issuance of building permit for this plat.
   b. Kittitas County will not accept private roads for maintenance as public streets or roads until such streets or roads are brought into conformance with current County Road Standards. This requirement will include the hard surface paving of any street or road surfaced originally with gravel.

23. Private Road Maintenance Agreement: The applicant shall meet all applicable conditions of any pre-established or required Private Road Maintenance Agreements.

24. Lot Closure: It is the responsibility of the Professional Licensed Surveyor (PLS) to ensure the lot closures are correct and accurate.

25. Access Permit: An approved access permit shall be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right of way.

26. Addressing: Contact the Kittitas County Rural Addressing Coordinator at (509) 962-7523 to obtain addresses prior to obtaining a building permit. A parcel cannot receive a building permit or utilities until such parcel is identified with a 911 address.

27. Mailbox Placement: The U.S. Postal Service requires that private roads with 6 or more residences install USPS approved Cluster Box Units (CBUs) at a safe location at the mouth of the private road. Contact your local Post Office for location and additional design requirements before beginning construction.

28. Prior to final plat approval, the applicant shall secure from the property owner to the west of the subject property, sufficient right-of-way for the extension of Bowers Road through the adjoining property to Faust Road. This right-of-way shall be in an amount and form suitable to the Kittitas County Engineer and Prosecuting Attorney.

29. Prior to final plat approval, the applicant shall secure from the property owner to the west of the applicant's property, a permanent legal right to locate all or portions of the community septic system and/or reclaimed water system in an amount, location and form acceptable to Washington State Department of Health, Washington State Department of Ecology, Kittitas County Public Works, Kittitas County Planning Department and Kittitas County Prosecuting Attorney.

Dated this 21st day of October, 2008.

KITTITAS COUNTY HEARING EXAMINER

Andrew L. Kottkamp

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR PALOMINO FIELDS PLAT BY AND BETWEEN KITTITAS COUNTY, WASHINGTON, CLE ELUM PINES EAST LLC, AND CLE ELUM PINES WEST LLC

RESOLUTION

NO. 2018- 085

WHEREAS, the Kittitas County Board of County Commissioners approved the Development Agreement for Palomino Fields Plat (DA-15-00001) with Resolution 2016-073 on June 7, 2016; and

WHEREAS, the Kittitas County Board of County Commissioners approved a revised Phasing Plan to allow for flexibility to maximize site soil conditions addressing treatment and disposal of improved site stormwater runoff by amending the approved Development Agreement for Palomino Fields Plat with Resolution 2017-081 on May 2, 2017; and

WHEREAS, since recording of the amended Palomino Fields Development Agreement, it was discovered that a number of scrivener errors existed in the document and that clarification was necessary regarding lot configurations and public and private road standards to ensure consistency with the previous approvals for the Palomino Fields Plat (Res. No. 2008-160, Res. No. 206-073, and Res. No. 2017-081); and

WHEREAS, Community Development Services supports the clarification and scrivener error changes provided in the Second Amendment to the Development Agreement for Palomino Fields as follows:

1. Item G and H were added to the Recitals section to reference the previously approved development agreement resolutions,
2. Item L in the Recitals section was amended to explain why this second amendment to the development agreement is necessary,
3. Item 3.2 in the Agreement section was amended to clarify that density may be moved or reconfigured consistent with the previously approved resolutions for the Palomino Fields Plat,
4. Item 6 in the Agreement section was amended to clarify that public or private roads may be utilized pursuant to the requirements of the Kittitas County Road Standards,
5. Item 10 in the Agreement section clarifies flexibility with the order of the phasing plan to meet the intent of Resolution 2017-081,
6. Items 11.4 and 11.7 in the Agreement section was amended to clarify that public or private

roads may be utilized pursuant to the requirements of the Kittitas County Road Standards; and

NOW, THEREFORE BE IT HEREBY RESOLVED that the Kittitas County Board of Commissioners hereby grants approval of the **Second Amendment to the Development Agreement for Palomino Fields** as attached to correct scrivener errors and provide clarification regarding lot configurations and public and private road standards to ensure consistency for the Palomino Fields Plat.

DATED this 17th day of April, 2018 at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

ABSENT

Laura Osiadacz, Chairman

Obie O'Brien, Vice Chairman

Paul Jewell, Commissioner

ATTEST:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

APPROVED AS TO FORM:

Greg Zempel WSBA #19125

SEAL
BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY WASHINGTON

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this 17th day of April, 2018 by the Cle Elum Pines East LLC and Cle Elum Pines West LLC, Washington Limited Liability Companies, hereafter referred to as "Applicant"; and Kittitas County, hereafter referred to as the "County". This Agreement is made pursuant to the Revised Code of Washington ("RCW") 36.70B.170 and Chapter 15A.11 Kittitas County Code.

RECITALS

A. Chapter 36.70B RCW (the "Development Agreement Statute"), and Chapter 15A.11 Kittitas County Code ("Code") authorize the County to enter into an agreement between the County and all parties having an ownership interest in or control of property described in Exhibit A.

B. The Applicant owns property located in a Portion of the W 1/2 of Section 27, T18N, R18E, W.M. accessed off of Reecer Creek Road (the "Property"). The Property is comprised of Tax Parcel Nos. 18-18-27020-0001; 0002; 0003; 0015; 0016; and 0017, and is legally described on Exhibit A, attached hereto.

C. The Applicant submitted Kittitas County a complete application for the Palomino Fields Plat.

D. Kittitas County Community Development Services issued a SEPA Mitigated Determination of Non-Significance (MDNS) on September 8, 2008.

E. An open Public Hearing was held before the Kittitas County Hearing Examiner on October 9, 2008 and on October 21, 2008 recommended approval for the Palomino Fields preliminary plat.

F. Kittitas County Board of County Commissioners (BOCC) passed Resolution No. 2008- 160 on November 18, 2008, adopting the Hearing Examiner's recommendations for approval of the Palomino Fields preliminary plat (P-07-31). Said Resolution is attached hereto as Exhibit B.

G. Kittitas County Board of County Commissioners (BOCC) passed Resolution No. 2016- 073 on June 7th, 2016, approving a Development Agreement (DA-15-00001) for the Palomino Fields preliminary plat (P-07-31) to allow phasing. Said Resolution is attached hereto as Exhibit C.

H. Kittitas County Board of County Commissioners (BOCC) passed Resolution No. 2017- 081 on May 2nd, 2017, amending the Palomino Fields Development Agreement (DA-15-00001) with regards to site soil conditions, stormwater and flood plain issues. Said Resolution is attached hereto as Exhibit D.

I. This Agreement recognizes the conditions to be met in Resolution No. 2008-160 and requires the completion of those conditions to finalize every division within each phase of the approved plat.

J. The Hearings Examiner recommendation as adopted by the BOCC, states that the Group A Water System may be developed to serve this plat in phases.

K. The Applicant desires and intends to develop and sell the Property in five (5) consecutive phases that include individual divisions (plats) within each phase, where each final plat will meet the requirements of Kittitas County Code Title 16 and providing for the full development of the one hundred and twenty (120) residential parcels as approved under Resolution No. 2008-160.

L. This Agreement corrects scrivener errors and provides clarifications regarding lot configuration due to stormwater and floodplain and public and private road standards, therefore being consistent with the County's comprehensive plan, zoning and development regulations, and is consistent with existing land use approval of the subject site.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Applicant agree as follows:

AGREEMENT

1. Effective Date and Termination.

1.1 Effective Date. The Effective Date of this Agreement is the last date upon which it was signed by the Parties hereto.

1.2 Term. This Agreement shall be effective for five (5) years consistent with Exhibit E "Phasing Plan"; provided, however, that the term of the Agreement may be extended should the Applicant seek and justify requests for extension to the satisfaction of the Director prior to the expiration of the term. Upon expiration of such period, or as may be extended above, this Development Agreement shall automatically terminate. Upon the County granting the Final Plat for the last phase of the Project this agreement shall automatically terminate.

1.3 Termination. This Agreement may be terminated at any time, in writing, by mutual agreement of the Parties to this Agreement.

2. Definitions. For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have meaning as provided in Webster's Dictionary. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumber provision. References to laws, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

2.1 Agreement. "Agreement" means this Development Agreement between Kittitas County, Washington and Cle Elum Pines East LLC and Cle Elum Pines West LLC, as it relates to the Palomino Fields plat in Resolution No. 2008-160 approved by the Board of County Commissioners.

2.2 Applicant. "Applicant" means Cle Elum Pines East LLC and Cle Elum Pines West LLC, a Washington Corporation, or any of its transferees, successors or assigns.

2.3 County. "County" means Kittitas County, Washington.

2.4 Director. "Director" means the Director of the Community Development Services (CDS) of Kittitas County or the person providing the function of the Director of CDS.

2.5 Effective Date. "Effective Date" means set forth in Section 1.1 of this Agreement.

2.6 Open Space. "Open Space" means any land that is retained in a natural condition, or this is improved for outdoor recreational uses outside of residential node areas (including, but not limited to, associated infrastructure such as transmission lines, pumping facilities, and community septic facilities).

2.7 Parties. "Parties" means Kittitas County, Washington and Applicant, Cle Elum Pines East LLC and Cle Elum Pines West LLC, a limited liability company (ies).

2.8 Project. "Project" means the Palomino Fields Preliminary Plat as approved by the County through Resolution No. 2008-160, being a one hundred and twenty (120) unit residential community on the Property, including but not limited to: (i) single family units and (ii) open space areas.

2.9 Property. "Property" means the site legally described in Exhibit A, attached hereto.

2.10 Utilities. "Utilities" includes, but is not limited to: all (i) storm water and drainage systems, infrastructure and facilities; (ii) community septic systems, infrastructure and facilities as approved by Kittitas County; (iii) dry utilities including power infrastructure and facilities, telecommunication systems, infrastructure and facilities; (iv) Group A domestic water systems; and (v) irrigation infrastructure and facilities.

3. Project Elements.

3.1 Permitted Uses. Any permitted use as allowed by the Kittitas County Zoning Code at the date vested by the applications and as permitted by Resolution No. 2008-160 attached hereto as Exhibit B.

3.2 Residential Densities. The Residential Densities for the Palomino Fields Plat have been established by Kittitas County through the adoption of Resolution No. 2008-160. The approved preliminary plat map, attached hereto as Exhibit C, shows the approximate locations and boundaries of lots established for the Palomino Fields Plat by said Resolution. This density may be moved, adjusted, and reconfigured to address soil site conditions, stormwater scenarios, along with possible floodplain preservation on existing and adjacent lands all being consistent with the previous approved Resolutions (Res. No. 2008-160, Res. 2016-073 & Res. No. 2017-081. Barns, outbuildings, garages, shops and the like are allowed within the Palomino Fields Plat.

3.3 Non-Residential Densities and Intensities. The Non-Residential Densities and Intensities for the Palomino Fields Plat have been established by Kittitas County through the adoption of Resolution No. 2008-160. The preliminary plat map, Exhibit C, shows the Non-Residential Densities and Intensities established for the Palomino Fields Plat by said Resolution.

3.4 Building Sizes. Individual residential buildings shall not exceed 6,500 square feet. Barns, outbuildings, garages, shops and the like are allowed within the Palomino Fields Plat.

4. Mitigation Measures, Development Conditions, and Other Requirements. The Palomino Fields Plat shall meet the mitigation requirements as provided for in the SEPA Mitigated Determination of Non-Significance (MDNS) issued on September 4, 2008 by Kittitas County and attached hereto as Exhibit D and those requirements for the Palomino Fields Plat as provided for in Kittitas County Resolution No. 2008-160.

5. Development Standards.

5.1 Drainage and Water Quality Requirements. The owner of each parcel shall be responsible to meet Eastern Washington Storm Water guideline requirements as established for the Palomino Fields Plat as it pertains to that individual parcel. Road drainage shall be the Eastern Washington Storm Water guidelines.

5.2 Landscaping. The areas not containing residential structures and driveways shall become owned by residents and may be landscaped with grasses, trees and other plants that do not require irrigation water that would exceed the irrigation allotment for the individual parcel. Maintenance or non-maintenance of such landscaping shall be the responsibility of residents of the development and will not be the responsibility of the County.

5.3 Other Development Features. There may be an entry monument placed at the entry to the Palomino Fields Plat. Other development features may be developed within the plat that is homogenous with residential development.

6. Road and Sidewalk Standards. Bowers Road, if desired to become a public road, shall meet Kittitas County Road Standards with said extension design being approved by Kittitas County and adopted onto the County Public Road System by Kittitas County Board of County Commissioners by the appropriate process. Internal roads may be developed as public or private

roads as allowed by the Kittitas County Road Standards. All internal roads shall be designed and constructed to Kittitas County Road Standards. Sidewalks are not required within the Palomino Fields Plat and are not being constructed as a condition of this Agreement.

7. Affordable Housing. Affordable housing is not required nor will it be provided within the Palomino Fields Plat.

8. Infrastructure Requirements.

8.1 Domestic Water. Group A Water Systems, as defined by WAC 246-294-010, include systems having 15 or more connections. Phases of the Palomino Fields Plat shall be served by a Group A Water System per the statutory requirements and as approved by the Washington State Department of Health. The water system will be constructed in phases commensurate with the phased development as shown on Exhibit E attached hereto.

8.2 Irrigation Water. The first eight (8) lots of Phase 1, shall be provided irrigation water by Cascade Irrigation District. All other phases shall be provided irrigation water by the Ellensburg Water Company. The irrigation distribution system shall be owned privately and the design, maintenance and operation of said irrigation distribution system shall be approved by the district or company providing the irrigation water, or, if the district does not have an approval process, designed by an Engineer licensed in the State of Washington. The irrigation system will be constructed in phases commensurate with the phased development shown on Exhibit G attached hereto.

8.3 Sewage Disposal. Any Community Septic Systems, which may serve two to seven parcels, will be designed by a licensed designer and approved by Kittitas County. The Community Septic Systems will be constructed in phases commensurate with the phased development as shown on Exhibit E. The Community Septic Systems will not be required to be developed prior to final platting of each or any phase but will be constructed simultaneously with buildings as permitted by the Kittitas County Community Development Services Department and the Kittitas County Health Department. Prior to receiving Occupancy Permit for any building constructed the community septic system shall be completed and approved by the Kittitas County Health Department.

8.4 Storm Drainage. The owner of each parcel shall be responsible to maintain the storm water field established for the Palomino Fields Plat as it pertains to that individual parcel. Road drainage shall meet the Eastern Washington Storm Water guidelines. The Applicant shall develop the Palomino Fields Plat in accordance with a storm water permit issued by the Washington State Department of Ecology. Storm water systems shall be designed in each phase to manage total storm water of completed phases that is generated by a 24-hour, 25-year storm event.

8.5 Fire Protection. Sprinklers shall be located in each residence to provide Fire Protection for the residence and will be constructed to current standards. Neither system wide storage tanks nor fire hydrants are required for the Project.

8.6 Other Infrastructure Requirements. Utilities, including, but not limited to, dry utilities such as power, phone and internet shall be provided to the property line of each parcel.

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10. Phasing. The Project will be constructed and receive final plat approval through the development of individual divisions (plats) within each of the five (5) Phases. The description of the Phasing

Plan is provided in Exhibit E. Phasing may occur consecutively in the order as shown in Exhibit E. The Applicant can complete more than one phase with each final plat submittal.

11. Development Review Processes, Procedures and Standards for Implementing Decisions.

11.1 Standards for Implementing Decisions. Kittitas County shall base its decisions on the Kittitas County Code and per decisions in Resolution No. 2008-160 as further modified for phased development by this document.

11.2 Plat Application. The County will process final plats for each phase of the approved preliminary plat as defined in Kittitas County Code Title 16. Each final plat will be assessed processing fees as exist at the time of submittal.

11.3 SEPA Determination. The County has reviewed, processed and issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary Palomino Fields subdivision and such determination shall be used for impact evaluation. Each final plat will be evaluated in terms of its contribution to the 24- hour, 25-year storm event for the accumulation of all final plats within the Palomino Fields project.

11.4 Roads. Consistent with the conditions for Palomino Fields noted in Resolution No. 2008-160, the County will review and approved engineering designs of road(s) and other infrastructure elements within the County Right of Way. Any private or public roads within the project will be constructed to the Kittitas County Private or Public Road Standards. If a county public road is proposed, the road must be constructed prior to petitioning the County Commissioners to take the road onto system. There is no guarantee, per county code, that a road will be accepted onto the county road system.

11.5 Grading. The County will review any grading permit necessary to meet the Kittitas County Code.

11.6 Reimbursement To The County For Review Processes. The Applicant will pay, pursuant to the fee structure adopted by Kittitas County, any feed required to achieve final plat approval for each phase of the plat.

11.7 Access. Access will be established from Reecer Creek Road along the North boundary line of the property by means of a new County Right of Way, if the Kittitas County Commissioners decide to take this road on as part of the county road system per county code, established from Reecer Creek Road in alignment with the existing Bowers Road and as indicated within the approved preliminary Palomino Fields Plat.

11.8 Homeowner Association. At the conclusion of the development of the Palomino Fields community a Homeowner Association will be created to govern residential areas, community facilities, storm water facilities, and road improvements within residential nodes and open space. The Group A Water System shall be owned, operated and maintained by an entity established, owned and operated by a designate of the Applicant. Said designate shall establish operation procedures and rates as may be approved by the Washington State authorities having jurisdiction if and when required by State Law.

11.9 Design Review. Design Review shall be provided for under a Declaration of Covenants, Conditions and Restrictions ("CC&Rs"). Design Review shall be determined by the Applicant and shall be consistent with applicable Kittitas County Code. The Design Review provisions shall include standards for home design, materials, methods and construction, including, but not limited to, siting for wind and solar considerations, siting for view considerations, setbacks and height restriction. After the expiration of this Agreement, the Homeowner Association, if established, may have the right to adopt further Design Review restrictions as my be permitted consistent with the CC&Rs, Bylaws and Articles of Incorporation. Kittitas County Code will apply if CC&Rs are less restrictive than requirements of the Kittitas County Code.

12. A Build-Out or Vesting Period for Applicable Development Standards. The Applicant may construct one or more divisions within Phase(s) of the project per building season. The Project is anticipated to be completed within 5 years.

13. Process for Amending the Development Agreement. This Agreement may be amended by mutual consent of all of the parties to this Agreement and will follow Kittitas County Code.

14. Any Other Appropriate Development Requirement(s) or Procedure. Any developer may further improve the property within Palomino Fields characteristic to residential development which meets Kittitas County Code and conditions for Palomino fields noted in Resolution No. 2008-160.

15. Model Home. The Applicant, or a designate of the Applicant, may construct a model home, real estate sales facility, or a temporary construction office to be operating for construction or real estate office purposes prior to, or in commencement with, the initial stages of the development. Said facility (ies) shall be required to be operated and licensed as a real estate office under the laws of the State of Washington or by Kittitas County Code as applicable. Upon completion of the final plat of the final phase, or upon selling of the last lot, the model home, real estate sale facility, or construction offices will be decommissioned or transferred over as one of the one hundred and twenty (120) single family residences.16.

16. Miscellaneous and General Provisions.

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Washington and the Kittitas County Code as vested by the Palomino Fields application. Each party represented is duly authorized to sign and perform its obligations under this Agreement. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's authority to enter into development agreements. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by a written agreement of the parties hereto.

16.2 Successors. This Agreement and the rights set forth herein run with the land and shall be binding upon the successive owners and assignees of the development.

16.3 Enforcement. Any party to this Agreement may enforce the terms of this Agreement. No party shall be in default under this Agreement unless it has failed to perform for a period of twenty-one (21) days after written notice of default from the other party. The performance period may be extended to allow a reasonable time period to cure the default. Any notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. All parties to this agreement shall have all rights and remedies provided by law.

16.4 Notices. All notices or other communications under this Agreement shall be delivered to the addresses after each signature. Notices shall be in writing and either; (i) delivered personally; (ii) sent by facsimile transmission with an additional copy mailed first class; (iii) deposited in the U.S. Mail with certified mail postage prepaid and return receipt requested; or (iv) delivered by nationally recognized overnight delivery service with signature required. Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered seventy-two (72) hours after deposit. If sent by overnight delivery, notice shall be deemed delivered forty-eight (48) hours after deposit.

16.5 Counterparts and Recording. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Pursuant to RCW 36.70B.190, this Agreement or memorandum thereof shall be recorded with the Kittitas County Auditor and during the

term of this Agreement shall be binding on the parties, their successors and assigns.
Approved as to form:

IN WITNESS THEREOF, this Agreement is effective on the date of the last signature below.

KITTITAS COUNTY

Name: ~~Laura Osiadacz, Chairman~~
Dated: 4/17/18

Approved as to form:

By _____
Name _____
County Prosecuting Attorney
Dated: _____

CLE ELUM PINES EAST LLC & CLE ELUM PINES WEST LLC
By:
Its: Pat Dennen, Manager
Dated: 4-13-18

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2017 - 081

TITLE: Palomino Fields Revised Development Agreement

WHEREAS: The Kittitas County Board of County Commissioners approved the Phasing Plan within the Development Agreement for Palomino Fields Plat with Resolution 2016-073 as Exhibit E; and

WHEREAS: Current site information suggests environmental impacts can be minimized by tasking suitable site soils for disposal of improved development runoff; and

WHEREAS: The current phasing plan within the Development Agreement requires completion of one phase of development prior to beginning the next phase of development; and

WHEREAS: Public Works supports adding flexibility to the Phasing plan of the Development Agreement allowing divisions within phases for maximizing site soil conditions addressing treatment and disposal of improved site stormwater runoff;

NOW; THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby revise the phasing plan within the Development Agreement for Palomino Fields plat allowing for divisions of platting to occur within the allowed phases and the extension of the time period for the Palomino Fields Development due this allowance.

DATED this 2nd day of May, 2017, at Ellensburg, Washington.

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☑ Deputy Clerk of the Board- Mandy Buchholz

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Paul Jewell, Chairman

Laura Osiadacz, Vice-Chairman

Obie O'Brien, Commissioner

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this 2nd day of March, 2017, by the Cle Elum Pines East LLC and Cle Elum Pines West LLC, Washington Limited Liability Companies, hereafter referred to as "Applicant"; and Kittitas County, hereafter referred to as the "County". This Agreement is made pursuant to the Revised Code of Washington ("RCW") 36.70B.170 and Chapter 15A.11 Kittitas County Code.

RECITALS

A. Chapter 36.70B RCW (the "Development Agreement Statute"), and Chapter 15A.11 Kittitas County Code ("Code") authorize the County to enter into an agreement between the County and all parties having an ownership interest in or control of property described in Exhibit A.

B. The Applicant owns property located in a Portion of the W ½ of Section 27, T18N, R18E, W.M. accessed off of Reecer Creek Road (the "Property"). The Property is comprised of Tax Parcel Nos. 18-18-27020-0001; 0002; 0003; 0015; 0016; and 0017, and is legally described on Exhibit A, attached hereto.

C. The Applicant submitted Kittitas County a complete application for the Palomino Plat.

D. Kittitas County Community Development Services issued a SEPA Mitigated Determination of Non-Significance (MDNS) on September 8, 2008.

E. An open Public Hearing was held before the Kittitas County Hearing Examiner on October 9, 2008 and on October 21, 2008 recommended approval for the Palomino Fields preliminary plat.

F. Kittitas County Board of County Commissioners (BOCC) passed Resolution No. 2008-160 on November 18, 2008, adopting the Hearing Examiner's recommendations for approval of the Palomino Fields preliminary plat (P-07-31). Said Resolution is attached hereto as Exhibit B.

G. This Agreement recognizes the conditions to be met in Resolution No. 2008-160 and requires the completion of those conditions to finalize every division within each phase of the approved plat.

H. The Hearings Examiner recommendation as adopted by the BOCC, states that the Group A Water System may be developed to serve this plat in phases.

I. The Applicant desires and intends to develop and sell the Property in five (5) consecutive phases that include individual divisions (plats) within each phase, where each final plat will meet the requirements of Kittitas County Code Title 16 and providing for the full development of the one hundred and twenty (120) residential parcels as approved under Resolution No. 2008-160.

J. This Agreement establishes that the Phasing Plan, attached hereto as Exhibit E, is consistent with the County's comprehensive plan, zoning and development regulations, and is consistent with existing land use approval of the subject site.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Applicant agree as follows:

AGREEMENT

1. Effective Date and Termination.
   1.1 Effective Date. The Effective Date of this Agreement is the last date upon which it was signed by the Parties hereto.
   1.2 Term. This Agreement shall be effective for five (5) years consistent with Exhibit E "Phasing Plan"; provided, however, that the term of the Agreement may be extended should the Applicant seek and justify requests for extension to the satisfaction of the Director prior to the expiration of the term. Upon expiration of such period, or as may be extended above, this Development Agreement shall automatically terminate. Upon the County granting the Final Plat for the last phase of the Project this agreement shall automatically terminate.
   1.3 Termination. This Agreement may be terminated at any time, in writing, by mutual agreement of the Parties to this Agreement.

2. Definitions. For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have meaning as provided in Webster's Dictionary. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumber provision. References to laws, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.
   2.1 Agreement. "Agreement" means this *Development Agreement between Kittitas County, Washington and Cle Elum Pines East LLC and Cle Elum Pines West LLC,* as it relates to the Palomino Fields plat in Resolution No. 2008-160 approved by the Board of County Commissioners.
   2.2 Applicant. "Applicant" means Cle Elum Pines East LLC and Cle Elum Pines West LLC, a Washington Corporation, or any of its transferees, successors or assigns.

2.3 County. "County" means Kittitas County, Washington.

2.4 Director. "Director" means the Director of the Community Development Services (CDS) of Kittitas County or the person providing the function of the Director of CDS.

2.5 Effective Date. "Effective Date" means set forth in Section 1.1 of this Agreement.

2.6 Open Space. "Open Space" means any land that is retained in a natural condition, or this is improved for outdoor recreational uses outside of residential node areas (including, but not limited to, associated infrastructure such as transmission lines, pumping facilities, and community septic facilities).

2.7 Parties. "Parties" means Kittitas County, Washington and Applicant, Cle Elum Pines East LLC and Cle Elum Pines West LLC, a limited liability company (ies).

2.8 Project. "Project" means the Palomino Fields Preliminary Plat as approved by the County through Resolution No. 2008-160, being a one hundred and twenty (120) unit residential community on the Property, including but not limited to: (i) single family units and (ii) open space areas.

2.9 Property. "Property" means the site legally described in Exhibit A, attached hereto.

2.10 Utilities. "Utilities" includes, but is not limited to: all (i) storm water and drainage systems, infrastructure and facilities; (ii) community septic systems, infrastructure and facilities as approved by Kittitas County; (iii) dry utilities including power infrastructure and facilities, telecommunication systems, infrastructure and facilities; (iv) Group A domestic water systems; and (v) irrigation infrastructure and facilities.

3. Project Elements.

3.1 Permitted Uses. Any permitted use as allowed by the Kittitas County Zoning Code at the date vested by the applications and as permitted by Resolution No. 2008-160 attached hereto as Exhibit B.

3.2 Residential Densities. The Residential Densities for the Palomino Fields Plat have been established by Kittitas County through the adoption of Resolution No. 2008-160. The approved preliminary plat map, attached hereto as Exhibit C, shows the approximate locations and boundaries of lots established for the Palomino Fields Plat by said Resolution. Barns, outbuildings, garages, shops and the like are allowed within the Palomino Fields Plat.

3.3 Non-Residential Densities and Intensities. The Non-Residential Densities and Intensities for the Palomino Fields Plat have been established by Kittitas County through the adoption of Resolution No. 2008-160. The preliminary plat map, Exhibit C, shows the Non-Residential Densities and Intensities established for the Palomino Fields Plat by said Resolution.

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   5.1 Drainage and Water Quality Requirements. The owner of each parcel shall be responsible to meet Eastern Washington Storm Water guideline requirements as established for the Palomino Fields Plat as it pertains to that individual parcel. Road drainage shall be the Eastern Washington Storm Water guidelines.
   5.2 Landscaping. The areas not containing residential structures and driveways shall become owned by residents and may be landscaped with grasses, trees and other plants that do not require irrigation water that would exceed the irrigation allotment for the individual parcel. Maintenance or non-maintenance of such landscaping shall be the responsibility of residents of the development and will not be the responsibility of the County.
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designate of the Applicant. Said designate shall establish operation procedures and rates as may be approved by the Washington State authorities having jurisdiction if and when required by State Law.

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13. Process for Amending the Development Agreement. This Agreement may be amended by mutual consent of all of the parties to this Agreement and will follow Kittitas County Code.

14. Any Other Appropriate Development Requirement(s) or Procedure. Any developer may further improve the property within Palomino Fields characteristic to residential development which meets Kittitas County Code and conditions for Palomino fields noted in Resolution No. 2008-160.

15. Model Home. The Applicant, or a designate of the Applicant, may construct a model home, real estate sales facility, or a temporary construction office to be operating for construction or real estate office purposes prior to, or in commencement with, the initial stages of the development. Said facility (ies) shall be required to be operated and licensed as a real estate office under the laws of the State of Washington or by Kittitas County Code as applicable. Upon completion of the final plat of the final phase, or upon selling of the last lot, the model home, real estate sale facility, or construction offices will be decommissioned or transferred over as one of the one hundred and twenty (120) single family residences.

16. Miscellaneous and General Provisions.

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Washington and the Kittitas County Code as vested by the Palomino Fields application. Each party represented is duly authorized to sign and perform its obligations under this Agreement. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's authority to enter into development agreements. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by a written agreement of the parties hereto.

16.2 Successors. This Agreement and the rights set forth herein run with the land and shall be binding upon the successive owners and assignees of the development.

16.3 Enforcement. Any party to this Agreement may enforce the terms of this Agreement. No party shall be in default under this Agreement unless it has failed to perform for a period of twenty-one (21) days after written notice of default from the other party. The performance period may be extended to allow a reasonable time period to cure the default. Any notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. All parties to this agreement shall have all rights and remedies provided by law.

16.4 Notices. All notices or other communications under this Agreement shall be delivered to the addresses after each signature. Notices shall be in writing and either; (i) delivered personally; (ii) sent by facsimile transmission with an additional copy mailed first class; (iii) deposited in the U.S. Mail with certified mail postage prepaid and return receipt requested; or (iv) delivered by nationally recognized overnight delivery service with signature required. Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered seventy-two (72) hours after deposit. If sent by overnight delivery, notice shall be deemed delivered forty-eight (48) hours after deposit.

16.5 Counterparts and Recording. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Pursuant to RCW 36.70B.190, this Agreement or memorandum thereof shall be recorded with the Kittitas County Auditor and during the term of this Agreement shall be binding on the parties, their successors and assigns.

IN WITNESS THEREOF, this Agreement is effective on the date of the last signature below.

KITTITAS COUNTY

Name: _____

Paul Jewell, Chairman

Dated: 5/2/17

Approved as to form:

By _____

Name _____

County Prosecuting Attorney

Dated: _____

CLE ELUM PINES EAST LLC & CLE ELUM PINES WEST LLC

By: _____

Its: Manager

Dated: 4-27-17

Exhibit A

RECEIVING NUMBER_____

DEDICATION

KNOW ALL MEN BY THESE PRESENT
That we, the undersigned people with interest in the herein described property, do hereby declare subdivide and plat as herein described, and dedicate to the use of the public forever all roads, streets, avenues, places or whatever public property shown hereon.

IN WITNESS WHEREOF, We have set our hands and seals.

_____
CLE ELUM PINES EAST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF _____) s.s.

On this _____day of _____, 200____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____President and _____Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____authorized to execute the said instrument and that the seal affixed (if any) 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 appointment expires _____

DEDICATION

KNOW ALL MEN BY THESE PRESENT
That we, the undersigned people with interest in the herein described property, do hereby declare subdivide and plat as herein described, and dedicate to the use of the public forever all roads, streets, avenues, places or whatever public property shown hereon.

IN WITNESS WHEREOF, We have set our hands and seals.

_____
CLE ELUM PINES WEST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF _____) s.s.

On this _____day of _____, 200____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____President and _____Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____authorized to execute the said instrument and that the seal affixed (if any) 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 appointment expires _____

PALOMINO FIELDS PLAT

PTN. W1/2 OF SECTION 27, T.18N., R.18E., W.M.
KITTITAS COUNTY, STATE OF WASHINGTON

P-08-XX

EXISTING LEGAL DESCRIPTION:

PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF THE CENTER LINE OF THE CHANNEL OF REECER CREEK, AS LOCATED IN OCTOBER 3, 1887, IN SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON;

AND

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

A TRACT OF LAND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 15° WEST, 1,324.5 FEET; THENCE NORTH 89°35' WEST, 500 FEET; THENCE NORTH 37°47' WEST, 630 FEET; THENCE NORTH 22° WEST, 878 FEET; THENCE NORTH 89°50' EAST, 70.8 FEET; THENCE EAST 853.76 FEET; THENCE SOUTH 334.09 FEET TO THE POINT OF COMMENCEMENT;

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

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; EXCEPT THAT PORTION LYING EAST OF THE CENTER LINE OF THE CHANNEL OF REECER CREEK AS LOCATED ON OCTOBER 3, 1887.

AND

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTH AND WEST OF THE CENTER LINE OF THE CHANNEL OF REECER CREEK AS LOCATED ON OCTOBER 3, 1887, AND NORTH AND EAST OF THE NORTHEASTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

PARCEL 3:

PARCELS F, G, H AND K OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1987, IN BOOK 22 OF SURVEYS, PAGES 174 AND 175, UNDER AUDITOR'S FILE NO. 198702200014, RECORDS OF KITTITAS COUNTY, WASHINGTON; EXCEPTING ANY PORTION OF SAID PARCELS F AND G, LYING WITHIN THE COWBOY SHORT PLAT, KITTITAS COUNTY SHORT PLAT NO. 04-04, AS RECORDED OCTOBER 4, 2004, IN BOOK 0 OF SHORT PLATS, PAGES 202 AND 203, UNDER AUDITOR'S FILE NO. 200410040031, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

TRACT 1:

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

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER OF QUARTER SECTION AND RUNNING THENCE SOUTH 01°E' WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION 377.5 FEET; THENCE WEST 804.7 FEET; THENCE NORTH 202' WEST 377.5 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION; AND THENCE SOUTH 89°38' EAST ALONG SAID NORTH BOUNDARY LINE 817.0 FEET TO THE POINT OF BEGINNING.

TRACT 2:

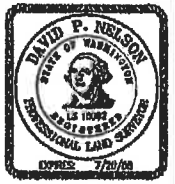
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

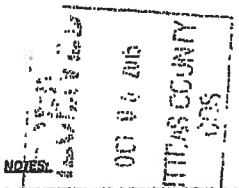
A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°13'00" WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION A DISTANCE OF 377.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°13'00" WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION A DISTANCE OF 34.40 FEET; THENCE NORTH 89°24'55" WEST A DISTANCE OF 903.44 FEET; THENCE NORTH 02°11'00" WEST A DISTANCE OF 25.10 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 904.70 FEET TO THE TRUE POINT OF BEGINNING.

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

NOTE:
THE EXISTING UTILITIES AS SHOWN ARE ONLY APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION, AND INFORM THE DESIGN ENGINEER OF ANY DISCREPANCIES.

Call Before You Dig
1-800-553-4344





NOTES:

1. THIS SURVEY WAS PERFORMED USING A NIKON DTM-521 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.

2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES.

3. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.

4. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITTITAS COUNTY ROAD STANDARDS.

5. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

6. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.

7. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THOSE WHO BENEFIT FROM ITS USE.

8. PURSUANT TO RCW 90.44.050, THE CUMULATIVE EFFECT OF WATER WITHDRAWALS FOR THIS DEVELOPMENT SHALL NOT EXCEED 5,000 GALLONS PER DAY.

RECORDER'S CERTIFICATE .....

Filed for record this.....day of ..... 20.....at.....M in book.....of.....at page.....at the request of .....DAVID P. NELSON.....
Surveyor's Name

.....County Auditor .....Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CLE ELUM PINES EAST LLC in MAY 2007.

DAVID P. NELSON DATE

Certificate No. 18092

Encompass
ENGINEERING & SURVEYING
108 EAST 2ND STREET
CLE ELUM, WA 98922
PHONE: (509) 674-7433
FAX: (509) 674-7419

PALOMINO FIELDS PLAT
PTN. W1/2 OF SECTION 27, T.18N., R.18E., W.M.
KITTITAS COUNTY, STATE OF WASHINGTON

DWN BY	DATE	JOB NO.
GW/ST	06/08	07094
CHKD BY	SCALE	SHEET
D. NELSON	1"=200'	3 OF 3

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

DEVELOPMENT AGREEMENT
for
PALOMINO FIELDS PHASING OF FINAL PLAT

RESOLUTION

NO. 2016- 073

WHEREAS, Chapter RCW 36.70B and Chapter 15A.11 Kittitas County Code authorizes the County to enter into an agreement regarding development of real property located within a jurisdiction between that jurisdiction and parties having ownership or control of such real property; and

WHEREAS, the owners of Cle Elum Pines East, LLC and Cle Elum Pines West, LLC, the applicant, owns property in a portion of the west ½ of Section 27, T18N, R18E. W.M accessed off of Reecer Creek Road located at Map Numbers 18-18-270-0001 thru 03 and 0015 thru 0017; and

WHEREAS, the applicant submitted a complete application, received a mitigated determination of non-significance, and approval from the Board of County Commissioners for a preliminary plat proposing 120 lots on 120.7 acres through the project known as Palomino Fields; and

WHEREAS, the applicant on June 15, 2015 received an extension to finalize the plat to November 18, 2016; and

WHEREAS, the applicant on October 6, 2015 made application for a development agreement to phase the final plat process for the approved preliminary plat, and was deemed complete on November 2, 2015; and

WHEREAS, proper notice of the application and SEPA Determination of Nonsignificance for the proposed development agreement was issued on April 28, 2016 and was accepted on May 12, 2016; and

WHEREAS, notice for a public hearing was made and on May 3, 2016 date for public hearing to evaluate the proposed development agreement was set for May 17, 2016 to hear comments and consider the approval of the proposed development agreement; and

WHEREAS, an open record public hearing was held by the Board of County Commissioners on May 17, 2016 to consider any public comments and staff recommendation on this matter; and,

WHEREAS, the Kittitas County Board of Commissioners make the following FINDINGS OF FACT and CONCLUSIONS AT LAW concerning said proposed development agreement:

1. The Applicant provided Kittitas County a complete application for the Palomino Fields preliminary plat June 28, 2007. After studies on the impacts of the proposed project were reviewed in conjunction with the environmental checklist, Kittitas County Community Development Services issued a SEPA Mitigated Determination of Non-significance (MDNS) on September 8, 2008.

2. The Kittitas County Hearing Examiner held public hearing on October 9, 2008 and recommended approval for the Palomino Fields preliminary plat with conditions on October 21, 2008. The Kittitas County Board of County Commissioners (BOCC) passed Resolution 2008-160 on November 18, 2008 approving the preliminary Palomino Fields plat and adopting the Hearing Examiner's recommendations.

3. A Development Agreement application proposing to divide the property into five (5) phases for final platting was submitted on October 6, 2015 and deemed complete on November 2, 2015.

4. A Notice of Application was issued and published in the Daily Record newspaper on March 29, 2016 and written comments to be received until April 28, 2016. This notice was mailed to jurisdictional government agencies, adjacent property owners and other interested parties.

5. Comments were received during the comment period from the Department of Ecology, Kittitas County Health, Washington Department of Fish and Wildlife and from a neighboring property owner. All comments were considered and are provided on file for review. Three of the four comments related to the project approved in 2008 and only one, from the Department of Fish and Wildlife, provide comment to the proposed phasing of the approved plat.

6. Based upon review of the submitted application materials and information provided from the approved plat application, a Determination of Non-Significance (DNS) regarding the proposed Development Agreement for phasing of the plat was issued on April 28, 2016. The appeal period on the threshold determination ended on May 12, 2016. No appeal was filed.

7. After proper notification, the Board of County Commissioners held an open record public hearing on May 17, 2016 for proposal DA-2016-00001, the Development

Agreement for phasing completion of final platting of the approved Palomino Fields preliminary plat. The hearing was continued to June 7, 2016.

8. Additional changes were made to the proposed phased Development Agreement for clarification, and presented to the Board at that closed hearing for their consideration.

9. The Board of County Commissioners finds that conditions approved in the original plat be held with the development agreement with additional conditions listed within the staff report including:

    a. The applicant is responsible for compliance with all applicable local, state and federal rules and regulations, and must obtain all appropriate permits and approvals.

    b. Development shall occur in conformance with the phasing conditions outlined within the signed development agreement. Any significant alterations outside of minor line adjustments or minor road location in order to meet the conditions normally associated with the plat approved through Resolution 2008-160 are not permitted without an amendment to the plat. Any adjustments to the approved development agreement requires a separate public hearing for approval of such amendments.

    c. All current and future landowners must comply with the International Fire Code.

    d. All development, design and construction shall comply with all Kittitas County Codes and the International Fire and Building Codes.

    e. The four wetlands referred to in the 2008 Hearing Examiner's findings along with wetland buffers will be clearly identified on the final plat map of the first phase to ensure their protection.

    f. The riparian management plan that incorporates signage for Currier Creek referenced in the Hearings Examiner's findings will be completed within the first phase of the project.

    g. All drainage features for stormwater and flood water will be planned and installed before each phase receives final plat approval.

    h. All stream crossings (roads and trails) in each phase will require HPAs from WDFW and shall be obtained for each applicable phase.

    i. Plans for open parks within the 100 foot buffer for Currier Creek shall be provided for review to WDFW in each applicable phase.

j. The plat shall meet all conditions of Kittitas County Code Chapter 13 and shall contain notes required by Department of Health.

NOW THEREFORE,

BE IT HEREBY RESOLVED that the Kittitas County Board of Commissioners hereby grants approval of the **Development Agreement (DA-15-00001)** as shown in Exhibit 1 with conditions listed under Finding 9 above.

DATED this 7th day of June, 2016 at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Obie O'Brien, Chairman

Paul Jewell, Vice Chairman

Laura Osaidaez, Commissioner

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY, WASHINGTON

ATTEST: CLERK OF THE BOARD

Julie A Kjorsvik

APPROVED AS TO FORM:

Greg Zempel WSBA #19125

03/17/2020 09:30:34 AM 202003170015
$158.50 Page: 1 of 56
Covenants HORTON
Kittitas County Auditor

AFTER RECORDING RETURN TO:
D.R. HORTON
11241 SLATER AVE, SUITE 200
KIRKLAND, WA 98033
ATTN: HOA DEPARTMENT

REVIEWED
MAR 17 2020
KITTITAS COUNTY TREASURER
INITIALS:

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR PALOMINO FIELDS WEST

Grantor:	SSHI LLC, dba D R Horton, a Delaware limited liability company
Grantee:	Palomino Fields West Homeowners Association
Abbr. Legal Description:	Lots 1-7, Palomino Fields Plat – Division II, Book 13 of Plats, Pages 23-29 Lots 1-7, Palomino Fields Plat – Division V, Book 13 of Plats, Pages 88-91 (Full Legal on Schedule A)
Assessor's Parcel No.:	960965, 960966, 960967, 960968, 960969, 960970, 960971, 961385, 961386, 961387, 961388, 961389, 961390, 961391

THE PLAT FOR THIS COMMUNITY WAS FILED WITH THE AUDITOR OF KITTITAS COUNTY, WASHINGTON UNDER AUDITOR'S FILE NO. 201905210014 AND 202002250022.

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS PALOMINO FIELDS WEST

ARTICLE 1 CONSTRUCTION AND VALIDITY OF DECLARATION

Section 1.1 Purpose. Declarant has recorded this Declaration to create a single-family residential community of the real estate described in Schedule A, to enhance the value of the Community, to establish a system for governance of the Community, and to protect the interests of Persons having any right, title or interest to real estate in the Community, pursuant to the CIC Act. This Declaration shall be effective as of the date that it is recorded.

Section 1.2 Construction. The creation and operation of the Community are governed by this Declaration, the Map and the CIC Act. In the event a provision of the Declaration is inconsistent with a provision of the CIC Act, the provisions of the CIC Act will prevail. In the event of a conflict between a provision of this Declaration and the Bylaws, the Declaration will prevail except to the extent the Declaration is inconsistent with the CIC Act. An insignificant failure of the Declaration or the Map, or any amendment thereto, to comply with the CIC Act will not, however, invalidate the creation of the Community, nor will it make unmarketable or otherwise affect the title to a Unit and its Common Ownership Interest.

Section 1.3 Covenant Running with Land. This Declaration shall operate as servitude and shall bind Declarant, the Association, all Owners and any other Persons having any right, title or interest in the real estate subject to this Declaration, or any portion thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

Section 1.4 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision if the remaining provision or provisions comply with the CIC Act.

Section 1.5 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners, Mortgagees or voting power necessary to approve a proposed decision or course of action where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, an Owner shall be deemed a separate Owner for each Unit so owned and a Mortgagee shall be deemed a separate Mortgagee for each first Mortgage so held.

Section 1.6 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association shall be proportionately increased on July 1 of each year by the percentage change in the consumer price index specified in Section 065(2) of the CIC Act.

ARTICLE 2 DEFINITIONS

Section 2.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply. The singular form of words includes the plural and the plural includes the singular. Masculine, feminine and neutral pronouns are used interchangeably.

"Additional Property" means the real property described in Schedule B to this Declaration, as it may be amended from time to time.

"**Allocated Interests**" means the Common Ownership Interest, if any, as to any Common Elements owned in common by the Unit Owners, the Common Expense Liability and the Voting Interest allocated to each of the Units in the Community. The formulas used to determine the Allocated Interests are set forth in Article 6.

"**Arbitration Demand**" is defined in Section 28.1.

"**Architectural Control Committee**" or "**ACC**" means any committee established or designated by the Board for the purpose of carrying out some or all of the Board functions set forth in Article 11.

"**Articles**" means Articles of Incorporation for the Association.

"**Assessments**" means all sums chargeable by the Association against a Unit, including, without limitation: (a) general and special assessments for Common Expenses; (b) charges and fines imposed by the Association; (c) interest and late charges on any delinquent account; and (d) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

"**Association**" is defined in Section 13.1.

"**Authorized Users**" means the agents, servants, Tenants, family members, invitees, and licensees of an Owner who are accorded rights, directly or indirectly, by that Owner to use or access all or a portion of that Owner's Unit and its appurtenant interest in the Common Elements.

"**Board**" means the board of directors of the Association, as described in Article 15 and in the Articles and the Bylaws.

"**Books and Records of the Association**" means the books and records that the Association is required to maintain pursuant to Section 495 of the CIC Act.

"**Bylaws**" means the bylaws of the Association as they may from time to time be amended.

"**CIC Act**" means the Washington Uniform Common Interest Ownership Act, Chapter 277, Laws of 2018, codified as chapter 64.90 RCW, as it may be from time to time amended.

"**Common Elements**" means (i) any real estate, other than a Unit, within the Community that is owned or leased by either (A) by the Association or, (B) in common by the Unit Owners, and (ii) any other interests in real estate for the benefit of any Unit Owners that are subject to this Declaration. The term includes the Limited Common Elements.

"**Common Expenses**" means expenditures made by or financial liabilities of the Association, including expenses related to the maintenance, repair and replacement of the Common Elements, allocations to reserves, and expenses related to any utility services provided by or billed through the Association to the Unit Owners. Some Common Expenses are allocated to the Units according to the Common Expense Liability of the Unit. Other Common Expenses are Specially Allocated Expenses.

"**Common Expense Liability**" means the liability for Common Expenses (other than Specially Allocated Expenses) allocated to each Unit, as described in Article 6. The Common Expense Liability may change if additional Units are added to the Community.

"**Common Ownership Interest**" means the undivided ownership interest in any Common Elements that are owned in common by the Unit Owners, allocated to each Unit, as described in Article 6. The Common Ownership Interest may change if additional Units are added to the Community.

"**Community**" or "**Property**" means the Units and Common Elements created by this Declaration and the Map, as they may be amended.

"**Community-Wide Standard**" means the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standards established by the Board pursuant to any Rules adopted by the Board, whichever is the higher standard. Declarant shall establish initially such standard and it may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Community change.

"**Control Termination Date**" means the date that is the earlier of (i) 60 days after Conveyance of 75% of the Units that may be created in the Community, including Units later created, to Owners other than Declarant or a Dealer, (ii) two years after the last Conveyance or transfer of record of a Unit except as security for a debt, (iii) two years after any Development Right to create Units was last exercised, or (iv) the date on which Declarant records a Record terminating all rights to appoint or remove any director or officer of the Association or any master association or to veto or approve a proposed action of any Board or Association.

"**Conveyance**" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and, with respect to a Unit created from a leasehold estate, a transfer by lease or assignment thereof. Conveyance does not mean a transfer solely as security for a debt or other obligation.

"**County**" means Kittitas County, Washington.

"**Dealer**" means a person who, together with such persons' affiliates, owns or has a right to acquire six or more units in the Community.

"**Declarant**" means SSHI LLC, a Delaware limited liability company, and its successors and assigns.

"**Declaration**" means this Declaration of Covenants, Conditions, Easements and Restrictions as it may from time to time be amended.

"**Development Right**" means any right or combination of rights reserved in this Declaration, or an amendment thereto, for the benefit of Declarant, or its successors or assigns to: (a) add real estate or improvements to the Community; (b) create Units, Common Elements or Limited Common Elements within any real estate initially included or subsequently added to the Community; (c) subdivide or combine Units or convert Units into Common Elements; (d) withdraw real estate from

the Community; or (e) reallocate Limited Common Elements with respect to Units that have not been conveyed by Declarant.

"**Electronic Transmission**" or "**electronically transmitted**" means any electronic communication (a) not directly involving the physical transfer of a Record in a Tangible Medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a Tangible Medium by a sender and recipient.

"**Eligible Mortgagee**" means an "**eligible mortgagee**" as defined in the CIC Act.

"**Entry Monuments**" means any entry monuments, signs, landscaping, lighting and other improvements, including water and electricity, installed by Declarant or Association to mark an entry to the Community.

"**Fannie Mae**" means the Federal National Mortgage Association, a federally chartered corporation.

"**Fence Requirements**" shall mean the requirements for fences as provided herein, as well as any requirements included within the Rules adopted by the Board.

"**Fire Lanes**" means any areas within any public right-of-way, easement or on private property that is designated for the use, travel and parking of fire trucks and other firefighting or emergency equipment.

"**Foreclosure**" means a forfeiture or judicial or non-judicial foreclosure of a Mortgage or a deed in lieu thereof.

"**Freddie Mac**" means the Federal Home Loan Mortgage Corporation, a federally chartered corporation.

"**Governing Documents**" means this Declaration, the Map, and the Articles, Bylaws, and Rules of the Association, as they may be amended from time to time.

"**Home**" means a single-family residence, and its associated improvements, located on and within a Unit.

"**HUD**" means the United States Department of Housing and Urban Development.

"**Limited Common Element**" means a portion of the Common Elements allocated in this Declaration, or by operation of law, for the exclusive use of one or more but fewer than all of the Units.

"**Managing Agent**" means the Person, if any, designated by the Board under Section 15.3.

"**Map**" or "**Plat**" means, collectively, the plat for the Community recorded under Auditor's File Number 201905210014 and 202002250022. The Map includes any recorded amendments, corrections, and addenda thereto.

"**Mortgage**" means a recorded mortgage, deed of trust or real estate contract.

"**Mortgagee**" means any holder, insurer or guarantor of a Mortgage on a Unit.

"**Notice and Opportunity to Be Heard**" means the procedure described in Section 15.10.

"**Owner**" or "**Unit Owner**" means Declarant or other Person who owns a Unit, but does not include any Person who (i) has an interest in a Unit solely as security for an obligation, monetary or regulatory, (ii) is the beneficiary of rights under easements and/or covenants granted by an Owner, or (iii) is an Authorized User.

"**Occupant**" means a lessee or licensee of an Owner or any other person or entity, other than an Owner, in lawful possession of a Lot, or a portion of a Lot, with the permission of the Owner.

"**Person**" means a natural person, corporation, partnership, limited partnership, trust, governmental agency or other legal entity.

"**Qualified Financial Institution**" means a bank, savings association, or credit union whose deposits are insured by the federal government.

"**RCW**" means Revised Code of Washington.

"**Record**", when used as a noun, means information inscribed on a Tangible Medium or contained in an Electronic Transmission.

"**Rules**" means the rules or regulations adopted by the Association, as they may be amended from time to time.

"**Special Declarant Rights**" means all rights identified in ARTICLE 12 , together with any right or combination of rights reserved in this Declaration for the benefit of Declarant to: (a) complete improvements indicated on the Map, described in the Declaration or the public offering statements; (b) exercise any Development Rights; (c) maintain sales offices, management offices, signs advertising the Community and models; (d) use easements through the Common Elements for the purpose of making improvements within the Community or within real estate that may be added to the Community; (e) make the Community subject to a master association; (f) merge or consolidate the Community with any other community of the same type; (g) appoint or remove any director or officer of the Association or any master association, or veto or approve a proposed action of any Board or Association; (h) control any construction, design review, or aesthetic standards committee or process; (i) attend meetings of the Units Owners and, except during an executive session, the Board; or (j) have access to the records of the Association to the same extent as a Unit Owner.

"**Specially Allocated Expenses**" means those Common Expenses described in Section 16.6 of this Declaration.

"**Street**" shall mean any public or private road, drive lane or driveway lane (if located in a public right of way or Common Elements), alley, or similar place or other thoroughfare either as shown on the Map or Plat of the Property, however designated, or as so used as a part of the Common Elements; but not any access-way designated on the Map or otherwise as a Limited Common Element for the private use between specific Owners.

"**Street Landscaping**" means the street trees, grass, landscaping and vegetation (as applicable) located within or along the streets in the Community.

"**Street Lighting**" means the lighting for streets within or adjacent to the Community.

"**Structure**" means any improvement on any Unit, including without limitation, any Home, building, garage, carport, porch, shed, greenhouse, deck, pool, pool cover, curbing, fence, wall, rockery, antenna, dish or other receiving device.

"**Tangible Medium**" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

"**Tenant**" means an occupant of Unit other than the Unit Owner, or its personal guests, family members, care givers or roommates. The term includes renters, lessees, tenants and subtenants.

"**Tract**" means the tract(s) identified on the Map, if any.

"**Transition Date**" means the date that is (i) 30 days after the Control Termination Date, or (ii) in the absence of a Special Declarant Right to appoint or remove directors and officers or veto or approve Board or Association actions, 60 days after the Conveyance of 75% of the Units that may be created to Unit Owners other than a Declarant.

"**Transition Meeting**" means the Association meeting called after the Transition Date to elect a new Board pursuant to Section 415(4) of the CIC Act.

"**Unit**" means a physical portion of the Community designated for separate ownership, the boundaries of which are shown on the Map, as amended. Each lot shown on the Map, as such Map may be amended, is a Unit.

"**VA**" means the United States Veterans Administration.

"**Voting Interest**" means the proportionate number of votes in the Association allocated to each Unit, as described in Section 6.4. The Voting Interest may change if additional Units are added to the Community.

"**Yard**" means the outdoor area within the Unit and includes any fences installed by Declarant or an Owner therein.

Section 2.2 Statutory Definitions. Some of the terms defined above are also defined in the CIC Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the CIC Act. If there is any inconsistency or conflict, the definition in the CIC Act will prevail.

ARTICLE 3 NAME OF COMMUNITY

The name of the Community is Palomino Fields West. The Community is a plat community, as that term is defined in the CIC Act.

ARTICLE 4 DESCRIPTION OF REAL ESTATE AND BUILDINGS

Section 4.1 Description of Real Estate. The real estate subject to this Declaration is described in Schedule A, as such Schedule may be amended consistent with this Declaration and the CIC Act.

ARTICLE 5 DESCRIPTION OF UNITS

Section 5.1 Number and Identification of Units. There are fourteen (14) Units in the Community. The location and configuration of each Unit are shown on the Map. Declarant has the right to create a total of one hundred twelve (112) Units in the Community.

ARTICLE 6 ALLOCATED INTERESTS

Section 6.1 Allocated Interests.

6.1.1 This Declaration allocates certain interests in the Community to each Unit. Those interests are: a Common Ownership Interest, a Common Expense Liability and a Voting Interest. The formula used for allocating these interests are set forth in Section 6.2. The allocation of these interests to each Unit can only be changed as provided in this Declaration. The Allocated Interests and the title to a Unit may not be separated or separately conveyed, whether voluntarily or involuntarily, except in conformity with this Declaration. The Allocated Interests shall be deemed to be conveyed with the Unit to which they are allocated even though the description in the instrument of Conveyance may refer only to the title to the Unit. When and if Declarant creates additional Units, it will recalculate the Allocated Interests of the Units using the same formulas, and will amend this Declaration accordingly.

6.1.2 Declarant shall have the right to recalculate the Allocated Interests and amend the Declaration and the Map if the Allocated Interests are incorrect for any reason, including changes in the data used to calculate the Allocated Interests, changes in Unit boundaries, the combination or subdivision of Units, or clerical errors in the Map or Declaration.

Section 6.2 Common Ownership Interest. The Common Ownership Interest of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. The formula for allocating the Common Ownership Interests is: equally among the Units.

Section 6.3 Common Expense Liability. The Common Expense Liability of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. Except for Specially Allocated Expenses, the Common Expenses are allocated to the Units according to the Common Expense Liability, the formula for which is: equally among the Units. Specially Allocated Expenses are allocated according to Section 16.6.

Section 6.4 Voting Interest. The Voting Interest of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. The formula for allocating votes to the Units is: equally among the Units.

ARTICLE 7 COMMON ELEMENTS

Section 7.1 Description. The Common Elements include, without limitation, the following portions of the Community, to the extent applicable: open space, private roads, curbs, planter strips, sidewalks, Street Landscaping, Entry Monuments, recreational facilities, tot lots, parks, open spaces, trails, mail kiosks, storm water detention vault and treatment facilities, and common utility systems. Declarant may add or subtract from the Common Elements during the Development Period by amendment to this Declaration. If the Common Elements shown on the Map are different from those described herein, the Common Elements described on such Map shall be deemed to be the Common Elements unless this Declaration has been amended or modified and states that such amendment or modification changes the Common Elements shown on the Map. As of the recording of this Declaration, there are no Tracts which have been dedicated to the Association.

Section 7.2 Use of Common Elements. Except as otherwise stated in this Declaration, no Owner may alter any Common Element or construct or remove anything in or from any Common Element except with the prior written consent of the Board. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the CIC Act and the Governing Documents. The Owners have no right, however, to use or occupy the Additional Property except the roadways and sidewalks. Declarant and its Authorized Users shall have the exclusive right to use and occupy the Additional Property and improvements thereon until Units are created on the property. Declarant's Authorized Users of the Additional Property shall also have the right to use the Common Elements in common with the Owners.

Section 7.3 Intentionally Omitted.

Section 7.4 Obstruction of Fire Lanes Prohibited. There shall be no parking on Fire Lanes. The purpose of this restriction is to provide adequate road width for the access of emergency vehicles as defined on the Map. The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and constitutes a traffic hazard as defined in state law and an immediate hazard to life and property.

Section 7.5 Conveyance or Encumbrance of Common Elements. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) by a Unit Owner of its interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred. The Association may not convey or subject to a security interest any portion of the Common Elements unless Owners of Units to which at least 80% of the Voting Interests in the Association are allocated, including 80% of the votes allocated to Units not owned by Declarant, agree to that action. All Owners of Units to which any Limited Common Element is allocated must, however, agree in order to convey that Limited Common Element or subject it to a security interest. Any agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications of an agreement, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which it will be void unless recorded before that date. The agreement and all ratifications of the agreement must be recorded in every county in which a portion of the Community is located and will only be effective upon recordation.

ARTICLE 8 LIMITED COMMON ELEMENTS

Section 8.1 Description and Allocation of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements: As of the recording of this Declaration, there are no Limited Common Elements.

Section 8.2 Change in Status of Common Elements. Except for the Development Rights of Declarant, no Common Element may be reallocated as a Limited Common Element, and no Common Element or Limited Common Element may be incorporated into an existing Unit without the approval of Owners of Units holding 67% of the Voting Interest in the Association, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Map.

Section 8.3 Reallocation Between Units. An allocation of a Limited Common Element may not be altered without the consent of the Owners of the Units from which and to which the Limited Common Element is allocated. Except in regard to the Development Rights of Declarant, a Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section 8.3 within 30 days, unless the reallocation does not comply with the CIC Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Community.

Section 8.4 Right to Use Limited Common Elements. Each Owner of a Unit to which a Limited Common Element is allocated shall have the exclusive right to use the Limited Common Element in common with the other Owners, if any, to which that Limited Common Element is allocated. The right to use the Limited Common Element extends to the Owner's Authorized Users, but is governed by the provisions of the CIC Act and the Governing Documents.

ARTICLE 9 EASEMENTS

Section 9.1 Unit Owners. Subject to the Governing Documents and to the Association's rights to regulate the use, maintenance, repair, replacement and modification of the Common Elements, and convey or encumber the Common Elements, each Unit Owner has (i) an easement in and through the Common Elements for access to its Units and (ii) a right to use the Common Elements that are not Limited Common Elements for the purposes for which the Common Elements were intended. The foregoing easement shall terminate upon the termination of this Community pursuant to Article 25 of this Declaration.

Section 9.2 Driveway Maintenance Easements. Certain Units may have driveways that abut or are close to the boundary line of the adjacent Unit. Each Unit that has any portion of a driveway within one foot of the boundary line of an adjacent Unit has an easement over and across that portion of the adjacent Unit as necessary for the maintaining, repairing or replacing the driveway on the benefited Unit. The benefited Owner must repair any damage to the adjoining Unit and must restore the adjoining Unit to a condition similar to that immediately before use of the adjoining Unit.

Section 9.3 Easement for Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the CIC Act, each Unit and all Common Elements have an

easement over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment overhang or intrusion of (i) eaves, bay windows, gutters, downspouts, utility meters, vents and other similar portions of the Owner's Home, or (ii) any encroachment caused by the construction, reconstruction or repair of the improvements, or the natural settlement, shifting, or movement of the improvements or land. Such easements shall exist so long as the encroachments exist or the Unit Owner has the right to cause them to be replaced, provided, however, no valid easement shall exist if the encroachment was caused willfully by the Owner. Such encroachments shall not be construed to affect the marketability of title to any Unit, nor shall they alter the rights and obligations of the Owners.

Section 9.4 Association Functions Easement. The Association has such easements throughout the Community as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

Section 9.5 Entry Monument Easement. To the extent located on any Unit or the Common Elements, the Association has an easement on, under, over and across such Unit or Common Element for the purpose of installing, modifying, maintaining, repairing and replacing, entry monuments or signs and associated landscaping and utilities, together with a non-exclusive right of ingress and egress thereto.

Section 9.6 Signage Easement. The Association has an easement on, under, over and across the exterior 10 feet parallel with and abutting all streets and alleys in the Community, as provided in the Plat, in which to install and maintain street signs, directional signs, no parking signs, other types of signs and address columns or monuments.

Section 9.7 Easement for Entry by Security Patrol. If the Board contracts for security patrol service, said service, and its employees, shall have the right to enter onto any of the Units and the Common Element in order to carry out their duties under such security patrol agreement; provided, however, the patrol service can enter a Unit only if it is either (i) doing so with reasonable cause; or (ii) acting with the consent of the Owner or tenant of such Unit.

Section 9.8 Public Utility Easements. The Plat creates various easements within the Community, including an easement of ten feet in width along all parcel lots lines, for the installation, maintenance, repair and replacement of utilities, gas, irrigation and cable television. No structure, planting, or other material that may damage the utilities or interfere with the use of the easement may be placed within these easement areas. The Owners of the Units subject to utility easements shall not use or alter their Units in any way that would interfere with the proper operation of the storm drainage system or other utilities located within such easement. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.9 Private Storm Drainage Easements. The Plat creates various private storm drainage easements and drainage tracts as part of the overall storm water drainage system in the Community over the exterior 10 feet of each Unit parallel with and adjoining the street frontage which shall be the responsibility of the Owners to maintain. No structure, planting, or other material that may damage the utilities or interfere with the use of the easements may be placed within these easement areas. The Owners of the Units subject to private storm drainage easements shall not use or alter their Units in any way that would interfere with the proper operation of the storm drainage system. Vegetation within the easements shall be routinely maintained and replaced as needed. The Association shall have an easement for the maintenance, repair and replacement of any portion of

the private storm drainage system. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.10 Private Sewer Easements. The Plat creates a sewer main line easement within the Units as part of the overall septic system in the Community in the locations shown on the Plat. The private sewer company is responsible for the maintenance of the sewer main line. No structure, planting, or other material that may damage the utilities or interfere with the use of the easements may be placed within these easement areas. The Owners of the Units subject to private sewer easements shall not use or alter their Units in any way that would interfere with the proper operation of the septic system. Vegetation within the easements shall be routinely maintained and replaced as needed. The Association shall have an easement for the maintenance, repair and replacement of any portion of the private septic system. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.11 Declarant. Declarant has an easement through the Common Elements as is reasonably necessary for the purpose of developing and discharging Declarant's obligations or exercising Special Declarant Rights, and as is necessary to conduct inspections and tests from time to time of all or any parts of the Units or Common Elements, and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Declarant shall restore the affected portion of the property to substantially the condition immediately prior thereto and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom.

9.11.1 Declarant Easement Regarding Plat Bonds. The Association hereby acknowledges, and all Owners by their acceptance of a deed to any Unit acknowledge, that Declarant or its predecessor posted or will be required to post one or more maintenance or monitoring bonds with the City, County or other public governmental authority with jurisdiction over the Plat (collectively the "**Plat Bonds**") in connection with Declarant's build out and the maintenance or monitoring of certain Common Elements, improvements, landscaping, trees, storm water/drainage facilities, walls, and/or other items and shared facilities within and serving the Community (all such areas and items, collectively, the "**Plat Improvements**"). Copies of the Plat Bonds are on file with the County. The Association and all Owners further acknowledge that they are or will be benefitted by use of the Plat Improvements installed under and covered by the Plat Bonds and that Declarant will remain obligated to complete certain maintenance, monitoring, and repair work under the Plat Bonds until the applicable jurisdiction releases the Plat Bonds back to Declarant. Declarant shall be responsible for initially installing and completing all Plat Improvements as required by the governmental authority. Thereafter, the Association shall keep and maintain, or ensure that any responsible Owners keep and maintain, all Plat Improvements, incluidng any trees required to be planted within the Community (and on individual Units) in good condition and repair. Until such time that the County or other governmental authority releases the last of the Plat Bonds back to Declarant, Declarant hereby reserves for itself an easement over the Units, Common Elements and remainder of the Property for the purpose of accessing, inspecting, maintaining, monitoring, repairing and restoring any Plat Improvement covered by a Plat Bond to the extent required by the applicable jurisdiction holding the Plat Bond or as necessary to ensure that such Plat Bonds will be released back to Declarant. The foregoing easement is expressly intended to survive and to continue until all Plat Bonds are released in full. Declarant and its successors shall use commercially reasonable efforts to exercise the foregoing easement rights in a manner that minimizes interference with Owners and the Community, to the extent reasonably practicable. If the Association or any Owner

causes or permits damage to an item installed under or covered by a Plat Bond or otherwise fails to maintain such an item when they had an obligation to maintain the same under this Declaration, the Plat or other binding instrument, and Declarant may exercise its easement rights in this paragraph to maintain, repair or replace any aspect of a Plat Improvement installed under or covered by a Plat Bond, then Declarant shall have the right to perform such maintenance, repair or replacement work and to thereafter seek reimbursement for all reasonable costs incurred from the Association or the responsible Owner. The responsible party shall reimburse Declarant for all such reasonable costs incurred within 30 days after demand, otherwise such costs shall bear interest at the statutory rate and Declarant shall have the right pursue collection of such amounts through any legal means available at law or in equity. For so long as any Plat Bonds remain in place, this paragraph may not be amended without the written consent of Declarant. The Association (or any designated Manager), the ACC and Declarant shall have a limited right of entry in and upon the exterior of all improvements located on any Unit for inspection purposes, and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose an obligation upon the Association, the ACC, or Declarant to maintain or repair any portion of any Unit or any improvement thereon which is the obligation of the Owner to maintain as provided herein. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the improvements located upon their Unit, provided each Owner shall permit access to such Owner's Unit and improvements by any Person authorized by the Association, the ACC, or Declarant (including any designated Manager) as is reasonably necessary, in case of any emergency originating on or threatening such Unit or improvements, whether or not such Owner is present.

9.11.2 Intentionally Deleted.

Section 9.12 Utility and Municipal Easements Granted by Declarant. Declarant reserves the right to grant and record easements to any utility provider or municipality (i) for the installation, construction, maintenance, repair and reconstruction of all utilities serving any portion of the Community or the Additional Property, including, without limitation, such utility services as water, sanitary sewer, storm sewer, electricity, cable television, internet access and telecommunications; (ii) for access through the Common Elements to the utility installations; and (iii) for rights of way, slopes, cuts, fills, environmentally critical areas, native growth protection areas, public facilities or any other purpose or improvement as may be required for the development, construction or sale of the Community or the Additional Property, and (iv) which shall include the 10-foot wide general public utility easement granted by all Owners of each Unit as shown on the Plat.

ARTICLE 10 USE RESTRICTIONS AND CONDUCT RESTRICTIONS

Section 10.1 Use Restrictions. The following use restrictions shall apply to all Units.

10.1.1 Allowed Use. Except as otherwise expressly set forth herein, no Unit shall be used except for residential purposes (and for social, recreational, or other reasonable activities normally incidental to such use); provided, however, upon the written request by an Owner, the Board may allow an Owner to conduct an "in-home business", provided all business activities are carried on within the Home and that there are not an unreasonable number of employees, clients, customers, tradesmen, student, suppliers, or others that come to the Home in connection with such business, but in no event in any

number that would unduly burden the Community, its parking or create a material amount of additional traffic through the Community, as such standards are determined by the Board in its sole and absolute discretion. The determination of whether or not a use is incidental to residential uses shall be made by the Board and shall be binding on all Owners. The Units may also be used for the purpose of operating and managing the Community. The Board may, by Rule, specify the limits of residential use in general and also in particular cases. Notwithstanding the foregoing, Declarant may use any of the Units owned by Declarant as allowed by the CIC Act or this Declaration. Notwithstanding the foregoing, to the extent required under the CIC Act, operation of an "adult family home" on a Unit shall not be prohibited.

10.1.2 Prohibited Uses. The Board shall have the authority to enact Rules permitting rentals in a manner that will not violate the requirements of Fannie Mae, Freddie Mac, FHA or VA and to prohibit such use if advisable to obtain project approval from such agencies.

10.1.3 Single-Family Residence. Only one (1) single-family residential Home may be constructed or permitted to remain on a Unit.

10.1.4 Other Items. Except as expressly provided herein, no structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shed, shack, basement of any incomplete building, barn or other outbuilding shall be either used or located on any Unit, or on any Street, at any time or used as a Home either temporarily or permanently, unless permitted for temporary use during construction/reconstruction of a Home on a Unit and such temporary structure and use are permitted in advance by the ACC. No prefabricated buildings or structures of any nature, specifically including mobile homes, shall be moved, placed, constructed or otherwise located on any Unit for any period of time unless approved by the ACC in advance. Temporary buildings or structures allowed during construction shall be removed immediately after construction or upon request of the ACC, whichever occurs first. Notwithstanding the foregoing, Declarant may place construction and sales trailers on any Unit which Declarant owns or on Common Elements. Notwithstanding the foregoing, a trailer, boat, RV, camper, shed, recreational vehicle or other outbuilding may be located on a Unit if such item is screened or located such that it is not visible from the Street and such item, structure, screening and location are approved in advance by the ACC, which approval shall be in the sole discretion of the ACC. No prior approval by the ACC shall be required if any such trailer, boat, or recreational vehicle is located or parked entirely within the garage of the Home or within any other structure constructed previously with the approval of the ACC.

Section 10.2 Conduct Restrictions. The following conduct restrictions shall apply to all Owners and Authorized Users, except that they shall not apply to, or prohibit any conduct of, Declarant as authorized by the CIC Act or the Governing Documents.

10.2.1 Roads, Sidewalks, Walkways, Etc. The roads, sidewalks and walkways used for access shall be used exclusively for normal ingress and egress. No obstructions shall be placed therein unless permitted by the Board or the Rules.

10.2.2 Parking. Parking is not allowed on any portion of the sidewalks, planter strips or any other portion of the Common Elements, except in designated parking

spaces. No vehicles shall be permitted to park on the Streets within the Property for a period exceeding twenty-four (24) hours (excluding weekends and holidays) without the prior written permission of the Association. No vehicle may be parked on any Unit, except in garages and on designated and approved driveways or parking areas, which areas shall be hard-surfaced or packed earth, and if located on the side or rear yards they must be parked behind a fence, unless otherwise permitted by the Committee unless otherwise permitted by the ACC. Any additional parking added to a Unit after the initial landscaping shall be hard surfaces or packed earth (unless otherwise approved by the ACC in advance) and constructed only in accordance with a site plan approved by the ACC. Unless otherwise expressly permitted herein, only the cars of guests and visitors may be parked on the Streets (it being the intention to keep Street parking available as much as possible for guests and visitors). All other vehicles of Owners and Occupants shall be parked in garages or on driveways or other approved parking areas located entirely within their Unit, as set forth herein. Owners and Occupants shall, to the extent reasonably practicable, first park their vehicles within available garage spaces within their Unit and then on any available driveway or other approved external parking areas within their Unit, and then on any Street. Notwithstanding the foregoing, if any personal or work-related vehicle of an Owner or Occupant is oversized in nature and does not fit within the garage or on the driveway or other parking surface upon their Unit, then the ACC may permit the parking of such over-sized vehicle on the Streets in its reasonable discretion; provided, however, that the Owner or Occupant must park such vehicle on a Street adjacent or as near as possible to their Unit and in no event shall any inoperative vehicle of an Owner or Occupant be allowed to remain on the Street for more than 48 hours (excluding weekends and holidays). No vehicle may be parked on a Street if it interferes with or impedes the flow of traffic and use of the Street by others or if it interferes with a Unit Owner's ability to pull out of or into their approved driveways or parking areas. Notwithstanding anything in this Section to the contrary, no parking shall be allowed on any area or Street where the Plat expressly restricts such parking or where "No Parking," "Emergency Vehicle Access," "Fire Access" or similar signs or markings are otherwise expressly posted in the Community. No commercial vehicles, motor homes, trailers, campers, boats and other recreational vehicles may be parked on any Common Element except on a temporary basis for loading or unloading. The Association may direct that any vehicle or other thing improperly parked or kept on any portion of the Common Elements be removed at the risk and cost of the Owner thereof.

10.2.3 Utility Lines, Facilities and Satellite Dishes. No facilities, antennae, equipment, wires or other devices for the communication or transmission of signals, power, electrical current, or any other electronic transmission, including without limitation telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere upon any portion of a Unit, other than within buildings or enclosed structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other enclosed structures; provided, however, that satellite dishes not exceeding twenty-four inches (24") in diameter (or other size adopted by the Board in the Rules and Regulations to reasonably accommodate all Owners and Occupants throughout the Community with standards typical within the general area of the Property) may be allowed on buildings with the prior written approval of the Committee, and provided, further, that any approved satellite dish is placed on the building so as to meet the following standards: (a) the satellite dish is placed in the most discreet location practical as determined by the Committee; (b) the satellite dish is screened from view from adjacent Units as feasible; and (c) the satellite dish is not visible from the Street in front of the Owner's Unit

to the extent possible. If the provisions of this Section conflict with the provisions of 47 CFR Section 1.4000 or other applicable Federal, state or local law, ordinance or rule, the terms of such law, ordinance or rule shall prevail, but the conditions and limitations in this Section shall be enforced to the maximum extent permitted by law. Nothing contained this Section shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on a Unit. Further, nothing in this Section shall preclude the installation of solar energy panels by an Owner, so long as such panels meet the requirements of RCW 64.90.510(3); the ACC may, however, impose conditions upon such installation as permitted under RCW 64.90.510(4) and (5).

10.2.4 Storage. No storage under decks or overhangs or anywhere else on any Unit which is visible from any point outside the Unit shall be permitted.

10.2.5 Regulated Vehicles, Machinery and Equipment. No in-operative vehicle of any type may remain in any driveway or public road for more than 48 hours (excluding weekends and holidays). No unlicensed motor vehicles, such as motorcycles, dirt bikes, scooters, and ATV's, shall be permitted to operate on any Street. No major automotive repairs shall be permitted on any Unit except for within enclosed garages or behind fences. No machinery or equipment of any kind shall be placed, operated or maintained upon the exterior of or adjacent to any Unit, except such machinery or equipment as is usual and customary in connection with the construction (during residential construction only) or the repair and maintenance of any improvement, appurtenant structure or improvement on a Unit, and except such machinery and equipment customarily used in the maintenance or improvement of landscaping; provided, however, that all such machinery and equipment shall be removed or properly stored upon completion of the applicable construction, repair, maintenance or landscaping project.

10.2.6 Further Regulation. The Board may adopt Rules further regulating conduct on roads, sidewalks, driveways, parking spaces and other Common Elements, including the parking and storage of recreational vehicles, campers, boats and the like, and safe operation of vehicles. The Board may direct that any inoperative vehicle or anything improperly parked or kept in a parking space, or elsewhere in the Community be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the Owner thereof.

10.2.7 Trash and Garbage. No refuse, garbage, rubbish, cuttings or debris of any kind shall be left or deposited upon any Unit unless placed in a suitable, closed and secure container. All outdoor refuse storage areas on each Unit shall be visually screened so as not to be visible from neighboring Units, Streets, or other Common Elements.

10.2.8 Signs. No sign of any kind may be displayed to the public view on or from any Unit or Common Elements without the prior consent of the Board or pursuant to the Rules, except (a) customary name and address signs, (b) "For Sale" or "For Rent" signs of no more than six (6) square feet in size advertising the Unit for sale or rent, which signs must be removed promptly after sale or lease of the residence, (c) signs required by legal proceedings (and then the sign shall be no larger than eighteen inches (18") by twenty-four inches (24"), unless mandated by statute or court order), and (d) temporary signs for political advertising, garage sales, etc. (and then the sign shall be no larger than four (4) square feet and shall be in place no longer than sixty (60) days). The Board may erect on the Common

Elements a master directory of Units including Units that are for sale or lease, and may regulate the size, appearance and location of signs advertising Units for sale or lease.

10.2.9 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit for commercial purposes. No cows, steer or pigs allowed; animals may include chickens (up to 12 with an approved enclosure from the ACC), goats, sheep, and other similar 4-H animals if the Board determines that such additional pet(s) will not adversely impact or be a nuisance within the Community. This does not include fish, birds and other pets that remain caged or housed exclusively indoors. Animals shall be restrained to the Owner's Unit and Yard and shall not be allowed to run at large. Leashed animals are permitted within rights-of-way and authorized Common Elements when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals' waste on the Property, including on the respective Owner's Unit. If an Owner fails to clean up their animals' waste, the Association may, but shall not be obligated to, take such action as may be necessary to clean up the animals' waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose animal(s) created the waste. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance as determined by the Board, at its sole discretion. Notwithstanding anything above, no animal that is considered dangerous, threatening or otherwise harmful to others or that displays any such qualities after being within the Community shall be permitted or allowed to remain within the Community after Notice and Opportunity to Be Heard, after which the Board shall have the right to require removal of any animal from the Unit which it finds in its sole discretion to violate this subsection.

10.2.10 Nuisances and Hazardous Activities. No odors or loud noises are permitted to arise or emit from any Unit or Common Elements so as to render any such property or portion thereof, or activity thereon, unsanitary, offensive or detrimental to any other property in the vicinity thereof or to the Owners and Occupants of such property. No other nuisance or unsafe or hazardous activity is permitted to exist or operate upon any Unit so as to be offensive or detrimental to any other Unit or to its Owner or Occupants. No firearms shall be discharged within the Property and no explosives of any kind shall be discharged or stored upon any Unit or permitted within the Property. No open fires are permitted on the Units, except in a contained outdoor fireplace or barbeque pit designated by the Association (if any), while attended by the applicable Owner or Occupant and in full compliance with local laws and ordinances.

10.2.11 Hazardous Substances. No Owner may permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in, or through the Owner's Unit or any portion of the Common Elements. Each Owner must indemnify, defend, and hold harmless the other Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the property by the Owner, Tenants, or invitees of the Unit. "**Hazardous Substance**" means any hazardous, toxic, or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive

Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, *et seq.*); or under any local or state rule or regulation.

10.2.12 Conveyance by Owners; Notice Required. The right of an Owner to transfer the Unit is not subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit must, however, deliver a written notice to the Board at least two weeks before closing specifying (a) the Unit being sold; (b) the name and address of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board has the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the Conveyance of a Unit, the new Unit Owner must notify the Association of (i) the date of the Conveyance; (ii) the Unit Owner's name and address; and (iii) the name and notice address of every first Mortgagee of the Unit. The Association must notify each insurance company that has issued an insurance policy under Article 20 of the name and address of the new Owner and request that the new Owner be made an additional insured under such policy, unless the insurance policy under Article 20 is written in a manner that would automatically provide coverage to all Unit Owners by virtue of their ownership of a Unit.

10.2.13 Construction. No dirt, debris, or other materials shall be allowed to come off of any Units onto any Streets, Common Elements, other Units, or other parts of the Property as a result of any construction or other activities. All Buildings shall be of new construction (unless the ACC approves of recycled or "décor" vintage construction materials in advance). No previously used houses or other buildings shall be moved onto a Unit. The Unit shall be kept clean and clear of debris during construction. No Home may be constructed on any Unit by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the ACC.

10.2.14 Fences. Fences must comply with all applicable laws and regulations and the Plat, and specifically any fence located within an easement dedicated on the Plat must comply with and is subject to the approval of the County and the utility purveyor as provided in the Plat. Fences may be erected on property lines, except that no fence shall be erected between the front of the house and the Street. Nothing herein shall prevent the erection or maintenance of a necessary or appropriate retaining wall and safety fencing on top of said wall installed by Declarant or otherwise later approved in advance by the ACC. No fence, wall, hedge or mass planting shall at any time extend higher than six feet (6') above the ground, except for necessary and appropriate retaining walls or rockeries (and associated safety fencing on top of the same) which conform to the County codes and are installed by Declarant or otherwise later approved by the ACC in advance. With the exception of necessary or appropriate safety fencing on top of walls, fences shall conform to any applicable Rules concerning fencing, unless otherwise approved by the ACC. No wire fences (other than safety fencing describe above) shall be used unless approved by the ACC. If the Plat or particular easement does not expressly restrict such fencing, rear and side yard fences are permitted to be located within easements created or dedicated on the face of the Plat with the prior written approval of the ACC, provided that such fencing must not interfere with or obstruct the purpose of the easement or any facilities therein. If such a fence or portion of a fence is ever placed within any easements in accordance with the

foregoing sentence, the Owner of said fence shall be required to temporarily remove the same at its cost if the party benefitted by such easement requires removal to carry out activities permitted by the easement (e.g., maintenance of utilities) or required to permanently remove the fence at its cost if such benefitted party determines the fence unreasonably interferes with or obstructs its easement rights.

10.2.15 Lighting. All area lighting shall be designed and positioned to ensure that the light source is not visible from any other Homes or, if visible, is angled downward so as to adequately mitigate the effect of any light spill over onto adjacent Units (whether or not any visible light is adequately mitigated shall be determined by the ACC in its sole discretion for the protection of the Owners within and for the overall harmony of the ACC). Decorative holiday lighting may be installed no more than thirty (30) days before and shall be removed no later than thirty (30) days after the date of the holiday.

10.2.16 Trees. No Owner shall remove or damage any tree required by the conditions of approval of the Plat to be planted within the Community. If an Owner violates this Section 10.2.16, the Association may, but shall not be obligated to, take such action as may be necessary to the tree and any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose damaged or removed the tree.

10.2.17 Unsightly Conditions. No Owner shall permit any unsightly condition to exist on his/her Unit. Unsightly conditions shall include, without limitation, litter, trash, junk, tarps or other debris; unrepaired and inoperable vehicles, boats, boat trailers or other trailers; inappropriate, broken, damaged or ugly furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and air conditioning units or other projections placed on the exterior walls of any Building. The ACC, in its sole discretion, may grant a written waiver of this Section, upon written application by an Owner as provided in this Declaration and may require Owner to remove, screen or take other action to remedy or otherwise adequately mitigate conditions deemed unsightly.

ARTICLE 11 MAINTENANCE, CONSTRUCTION AND ALTERATIONS

Section 11.1 Owner's Maintenance and Repair Responsibilities. Except for maintenance and repairs to be performed by the Association under this Article 11, each Owner must, at the Owner's sole expense, maintain, repair and replace (i) its Home and Yard, (ii) all Structures, other improvements (including any and all utility systems) and landscaping on its Unit, (iii) to the extent not included in the foregoing, any driveways, fences or walls on its Unit, (iv) that portion of the utility installations (including without limitation power, water, gas, telephone and data lines, sanitary sewers, septic system, and storm drainage installations) that are located over the exterior 10 feet of street frontage of their Unit or outside of the Unit but that serve only that Unit. Each Owner must keep all such items in good repair and in neat, clean and sanitary condition, in compliance with applicable Laws, the Governing Documents and the Community-Wide Standard. The Owner shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Unit. No improvement upon any Unit shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

11.1.1 Grounds; Maintenance of Grounds. The entire front landscaping for each Unit with a Home thereon shall be installed prior to occupancy in accordance with the plan submitted to the ACC. The entire landscaping, including the remaining portions of the side and rear yard, shall be installed within twelve (12) months of the conveyance of the Unit to the Owner (other than Declarant or a Dealer). To the extent applicable each Owner shall be responsible for removing the PVC pipe containing the cable connection wires located on their Unit and either burying the cable wires or installing a landscape box and landscaping to screen the cable connection wires and box. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his/her Unit. Nothing contained herein shall preclude an Owner from recovering (from any person liable therefor) damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on Owner's Unit. Such maintenance and repair of the Owner's Unit shall include, without limitation:

11.1.1.1 Parking and Other Areas. Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including paving and repairing or resurfacing such areas when necessary with the type of material originally installed thereon or a substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required.

11.1.1.2 Lighting. Cleaning, maintaining and re-lamping of any external lighting fixtures, except those as may be the property of any public utility or government body.

11.1.1.3 Landscaping. Landscaping shall emphasize plantings and other features which complement and enhance the existing character of the Community. Maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, and replacement of any dead or diseased grass, ground cover, shrubs or trees.

11.1.1.4 Drainage. Maintenance of all storm water drainage systems, yard drains, and catch basins in their originally designed condition, and per any governmental requirements and any conditions as provided here or on the Plat. Further, no Owner shall take any action that would interfere with surface water drainage across his/her Unit either through natural drainage or by drainage easements. The topographic conditions of any Unit shall not be altered in any way that would adversely affect or obstruct the approved and constructed storm drain system and surface flows without the written consent of the ACC.

11.1.1.5 Hillsides and Other. Maintenance of all hillsides, slopes and swales in their as designed and completed condition, and which shall not be changed or interfered with without the prior written consent of the Board.

11.1.2 Remedies for Failure to Perform Owner Maintenance Obligations. If any Owner fails to perform the maintenance and repair obligations required herein, then the Board after fifteen (15) days' prior written notice to such delinquent Owner, shall have the

right, but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner and his/her Unit for the cost of such work together with interest thereon from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by Owner. If the delinquent Owner fails to reimburse the Association for such costs within ten (10) days after demand therefore, the Association may, at any time after such advance, record a claim of lien signed by an authorized agent of the Association for the amount of such charge together with interest thereon and enforce the Association lien in accordance with the provisions of this Declaration. The Association lien and the rights to foreclose thereunder shall be in addition to all other rights and remedies which the Board may have hereunder or in equity or at law, including any suit to recover a money judgment for unpaid Assessments.

Section 11.2 Association's Maintenance and Repair Responsibilities. The Association is responsible for the maintenance, repair, and replacement of the Common Elements, including, without limitation, (i) all Structures, Entry Monuments (if any), and other improvements and landscaping on the Common Elements, provided, however, maintenance and repair of any 6 foot cedar fencing, or portion thereof, bordering a Common Element and a particular Unit shall be the responsibility of such Unit Owner in accordance with Section 11.1 above, and (ii) all utility installations and storm water facilities serving the Community and not the responsibility of an Owner or a governmental entity. The Association must keep such items in good repair and in a neat, clean and sanitary condition, in compliance with applicable Laws, the Governing Documents and the Community-wide Standard. Declarant, not the Association, however, is responsible for the actual costs of the maintenance, repair and replacement and insurance of the buildings and improvements on the Additional Property while they are subject to Development Rights to add Units, Common Elements or Limited Common Elements. The Association shall become responsible for the maintenance, repair and replacement of those items upon the exercise or expiration of such Development Rights. Declarant may pay such costs directly or through the Association. Declarant is also entitled to all income from the Additional Property until Units thereon are created and sold.

Section 11.3 Intentionally Omitted.

Section 11.4 Transfer of Responsibility. The Board may adopt Rules transferring responsibility to maintain certain Limited Common Elements to the Owners if it determines that the Owners will regularly, properly and consistently maintain the Limited Common Elements, and that there is little risk of damage to the Community or cost to the Association from such transfer of maintenance responsibility. The Association may modify or revoke any such Rules if it determines that modification or revocation is in the best interest of the Community.

Section 11.5 Construction and Alterations: Architectural Control. Although the Owners have the responsibility for maintenance, repair and replacement of their Units, Homes and Yards as set forth in this Article 11, the Board shall have the right to regulate any new Structures and any alterations to existing Structures to ensure that they (i) comply with the Governing Documents and (ii) are harmonious with the other Homes and improvements in the Community. Accordingly, except as set forth in Governing Documents, no Owner may construct or install a new Structure or alter any portion of an existing Structure, without the prior written approval of the Board.

11.5.1 Scope of Regulation and Authority. For the avoidance of doubt, the authority of the Board under this Section 11.5 includes regulation of: (i) the location, size, design and appearance of Structures, (ii) the materials and colors of exterior features and

surfaces of Structures, including siding, roofing, windows and doors, (iii) the placement and appearance of ancillary items such as antennae, security devices, and hardscaping, and (iv) other factors relating to compliance with the Governing Documents or harmony with the other Homes and improvements in the Community. The Board shall not have authority to (i) regulate the maintenance, repair or reconstruction of a Structure that does not change its location, size or appearance, or (ii) regulate any landscaping (other than hardscaping) on a Unit unless it alters/interferes with the plan requirements of the Community or the grade and drainage on the Unit. The Board shall have the authority to adopt Rules to implement and clarify the scope, standards and processes under this Section 11.5 and to appoint, pursuant to the Bylaws, an architectural control committee to exercise some or all of its authority hereunder or to advise it as to matters hereunder.

11.5.2 Particular Standards. The following standards shall apply to all Structures and alterations of Structures in the Community.

11.5.2.1 Each Unit must have a private enclosed car shelter for not less than two (2) cars.

11.5.2.2 All roofs must be finished with a minimum thirty (30) year composition material, the color of which shall be approved by the Committee. The exterior finishes on the front of any structures, as well as any paints or stains applied thereto, shall be of similar color to the subject property and approved by the Committee. All Residences and other Improvements shall be constructed of new materials, with the exception of "décor" items, such as weathered brick, approved in advance by the Committee in its sole discretion.

11.5.2.3 The maximum height of any Home shall be per County code.

11.5.2.4 The maximum height of any fence shall be 6 feet.

11.5.2.5 No radio, television or satellite antenna, dish or receiving device other than a "protected antenna" (as defined in 47 C.F.R. §1.4000, as it may be amended) may be installed on the front of a Unit. Any receiving device shall not be larger than 24 inches in diameter.

11.5.3 Approval Process. Subject to any Rules adopted by the Board, an Owner desiring to construct or install any new Structures or alter any existing Structures on its Unit must apply to the Board for approval. The Board may require the submission of plans and specifications and other data relating to the proposal. The Board may require that plans and specifications be prepared by a competent professional and may establish requirements for the format and content of materials submitted to it. The Board may require evidence that the Owner has obtained all permits necessary for the proposed work. Construction, alteration or repair shall not be started until written approval thereof is given by the Board. The Board shall act promptly to process applications and render a decision. The failure of the Board to approve a proposal within 60 days after receiving a complete application, shall be deemed to constitute the Board's approval of the proposal.

11.5.4 Declarant Exempt. Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of this Section 11.5.

Declarant reserves the right to exempt any Dealer to whom Declarant conveys Units from the restrictions of this Section 11.5.

Section 11.6 Construction Work – Common Elements. Except as otherwise allowed by the Governing Documents, or the Board, no owner may alter any portion of the Common Elements.

Section 11.7 Landscaping. The Board may require, at the Owner's expense, the trimming, topping or, removal of any tree, hedge or shrub on an Owner's Unit that it determines is interfering with travel on roads, sidewalks or trails in the Community, or presents a safety hazard related to the Common Elements.

Section 11.8 Declarant Inspections. Until the expiration of all warranties given by Declarant and the time period for filing any claims against Declarant, Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Common Elements, including the Limited Common Elements, in order to ascertain the physical condition of the improvements in the Community and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Declarant shall pay all costs of such inspections and tests and restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. Declarant shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section 11.8.

ARTICLE 12 SPECIAL DECLARANT RIGHTS

Section 12.1 Declarant's Right to Complete Improvements. Declarant and its agents, employees and contractors have the right to complete any improvements and otherwise perform work that is authorized by the Declaration, indicated on the Map, authorized by building permits, provided for under any purchase and sale agreement, necessary to satisfy any express or implied warranty, or otherwise authorized or required by law. Declarant also has the right to make any modifications, improvements or changes to the Common Elements as Declarant determines are appropriate to increase the appeal of the Community to potential buyers, to correct problems in the design or construction of the Community, or for the benefit of one or more Units. In conjunction with the foregoing rights, until construction of the Community is completed, Declarant shall have the right to use any unassigned parking spaces and any portion of any garage or parking lot for staging, storage, parking and other construction-related purposes. The foregoing rights shall terminate ten years from the date this Declaration is recorded.

Section 12.2 Declarant's Right to Maintain Sales Facilities. Declarant, its agents and its employees have the right to install and maintain in any Units owned by Declarant and in any of the Common Elements any facilities that Declarant deems necessary or convenient to the construction, marketing, sale or rental of Units. These facilities may include but are not limited to business offices, management offices, sales offices, construction offices, storage areas, signs, model units and parking areas for Declarant and its employees, agents and contractors, and prospective Tenants or purchasers and their agents. Declarant may install and maintain as many of such facilities as it deems necessary or convenient in such locations as it deems necessary or convenient. Declarant may relocate such facilities as it determines is appropriate in its sole discretion. The right to install and maintain such facilities will expire when Declarant ceases to be a Unit Owner and has no further Development Rights in the Community (including no more right to add property to, or create

additional Units in, the Community). Declarant will have a reasonable time, but in no event less than 60 days after such expiration, to remove any such facilities from the Community.

Section 12.3 Declarant's Right to Use Easements. Declarant and its agents, employees and contractors have an easement over, across, under and through the Common Elements of the Community as reasonably necessary for the purpose of completing construction, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, discharging Declarant's obligations, or exercising Special Declarant Rights within the Community or within any real estate that may be added to the Community. The foregoing rights shall terminate ten years from the date this Declaration is recorded. Declarant further reserves mutual nonexclusive easements over, across, and through the Common Elements of the Community for the benefit of Declarant and its successors and assigns as present and future owners of buildings on the Additional Property, and for the benefit of the Association and all Owners of Units in the Community as follows: (i) for ingress to and egress over the roadways and pathways of the Community and the Additional Property, (ii) to have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable, television, or other utility lines now or hereafter established in the Community and on the Additional Property, and (iii) for the right to use the mail kiosk and trash facilities located on such properties. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of the roadways, pathways, and utilities by Unit Owners or the present and future owners of the buildings on the Additional Property.

Section 12.4 Declarant's Right to Subject the Community to a Master Association. Declarant has the right to make the Community subject to a master association with authority over this Community and the Additional Property. To exercise this right, Declarant may amend this Declaration to delegate powers to the master association and address other matters relevant to the master association. The foregoing rights shall terminate five years from the date this Declaration is recorded.

Section 12.5 Declarant's Right to Merge the Community. Declarant has the right to merge the Community with the Palomino Fields Homeowners Association and Lots 1-8, Palomino Fields Plat – Division 1, Book 12 of Plats, Kittitas County, pages 201-205. To exercise this right, Declarant may execute and record or file one or more merger agreements consolidating the communities and such other documents as are advisable to merge the associations. Such documents shall comply with the requirements of Section 223 of the CIC Act. The foregoing rights shall terminate five years from the date this Declaration is recorded.

Section 12.6 Declarant's Right to Appoint, Remove and Veto. Until the Control Termination Date, Declarant shall have the right to appoint and remove all officers and members of the Board. Notwithstanding the foregoing, not later than 60 days after Conveyance of 25% of the Units that may be created to Owners other than Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than Declarant; and not later than 60 days after Conveyance of 50% of the Units that may be created to Owners other than Declarant, not less than one-third of the members of the Board must be elected by Owners other than Declarant. Declarant may at any time voluntarily terminate its right to appoint and remove officers and members of the Board by recording an amendment to the Declaration surrendering such right. If Declarant does so, it may, for the duration of the period ending on the Control Termination Date, retain the right to veto or approve proposed actions of the Association or Board before they become effective. To exercise this right, Declarant must execute and record an instrument that

specifies the proposed actions that may be vetoed or approved by Declarant. The foregoing rights shall terminate on the Control Termination Date.

Section 12.7 Declarant's Right to Control Architectural Committees. Until Declarant no longer owns any Unit in the Community and no longer has a Development Right to create any Units in the Community or real estate added to the Community, Declarant has the right to appoint and remove all officers and members of any construction, design review or aesthetic standards committee of the Association. In addition, during the period set forth in this Section 12.7, Declarant shall have the right to control any construction, design review or aesthetic standards review or approval process. Declarant may voluntarily terminate its right to appoint and remove officers and members of any such committee or control any process by recording an amendment to the Declaration surrendering the right to appoint and remove officers and members of such committee. If Declarant does so, it may, for the duration of the period set forth in this Section 12.7, exercise the right to approve certain actions of any such committee before they become effective. The foregoing rights will terminate on the later of the date Declarant no longer owns any Unit in the Community, or the date Declarant no longer has a Development Right to create any Units in the Community or in real estate added to the Community.

Section 12.8 Declarant's Right to Attend Association Meetings. Declarant has the right, whether or not it owns any Units in the Community, to attend all meetings of the Association, except during any executive session when Owners are excluded. The Association shall send Declarant notices of all meetings and copies of all minutes of all meetings at the same time that such items are sent to Unit Owners. Notices and minutes shall be delivered to Declarant in a Tangible Medium at the address specified in Section 26.1 or in such other manner as Declarant shall specify in a Record from time to time. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.9 Declarant's Right to Association Records. Declarant has the right, whether or not it owns any Units in the Community, to have access to the Books and Records of the Association to the same extent as a Unit Owner, including, without limitation, pursuant to Section 13.7 and Section 13.8 of this Declaration. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.10 Declarant's Right to Add Real Estate to the Community. Declarant has the right to add some or all of the Additional Property to the Community. The foregoing rights shall terminate ten years from the date this Declaration is recorded. Any future improvements on the Additional Property will be generally of the same quality as the existing improvements. Any liens that arise in connection with Declarant's ownership of and construction of improvements on the Additional Property shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units. All taxes and costs relating to improvements on the Additional Property before it has been added to the Community shall be paid by or allocated to Declarant.

Section 12.11 Declarant's Right to Add Improvements to the Community. Declarant has the right to add improvements to the Community on the Additional Property, including but not limited to Streets (including the extension of the south end of Roan Road to Reecer Creek Road), Units, open spaces, parks and utilities. Any future improvements on the Additional Property will be generally of the same quality as the existing improvements. The foregoing rights shall terminate ten years from the date this Declaration is recorded.

Section 12.12 Declarant's Right to Create Units, Limited Common Elements and Common Elements. Declarant has the right to create up to One Hundred Twelve (112) additional Units on the Additional Property. Declarant will be the Owner of any Unit so created. Declarant is not required to create any additional Units. Declarant has the right to create Common Elements and Limited Common Elements on the Additional Property as determined by Declarant in Declarant's discretion, including, but not limited to, Streets, open spaces, parks and utilities. Declarant is not, however, required to create any such Common Elements or Limited Common Elements or to allocate them to any particular Unit. The foregoing rights shall terminate ten years from the date this Declaration is recorded.

Section 12.13 Declarant's Right to Subdivide or Combine Units or Convert Units to Common Elements. Declarant has the right to subdivide any Unit that has not been conveyed to an Owner other than a Declarant, or to convert any Unit that has not been conveyed to an Owner other than a Declarant into Common Elements. Declarant will be the Owner of any new Unit so created. The foregoing rights shall terminate ten years from the date this Declaration is recorded.

Section 12.14 Intentionally Omitted.

Section 12.15 Declarant's Right to Reallocate Limited Common Elements Allocated to Unsold Units. Declarant has the right to reallocate any Limited Common Element allocated to any Unit that has not been conveyed to an Owner other than Declarant. The foregoing rights shall terminate ten years from the date this Declaration is recorded.

Section 12.16 Exercise of Development Rights.

12.16.1 General. To exercise any Development Right reserved under this Article 12, Declarant shall prepare, execute and record an amendment to the Declaration. In conjunction therewith, Declarant shall record an amendment or supplement to the Map if the previous Map lacks the required detail, certification or other matters required under the CIC Act.

12.16.2 Creation of New Units or Limited Common Elements. An amendment creating Units will (i) show any new Unit(s) created, (ii) reallocate the Allocated Interests among all the Units in the Community, (iii) describe any Limited Common Elements thereby created and designate the Units to which they are allocated (to the extent required by RCW 64.90.240), and (iv) reallocate the Allocated Interests of all Units in the Community using the formulae set forth in Article 6 of the Declaration. The amendment will reallocate the Allocated Interests of all Units in the Community using the formulae set forth in Article 6 of the Declaration.

12.16.3 Subdivision of Units or Conversion of Common Elements. Whenever Declarant exercises the Development Right to subdivide or convert a Unit into additional Units, Common Elements, or both, if Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Section 22. If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by Declarant.

Section 12.17 Use of Property Subject to Development Rights. The Owners shall have the right to use the driveways, sidewalks, garage, parking spaces, and open spaces of the Community, subject to Declarant's Special Declarant Rights.

Section 12.18 Responsibility for Expenses. Declarant shall be responsible for all expenses incurred in connection with real estate subject to Development Rights. Notwithstanding the foregoing, all expenses associated with the operation, maintenance, repair and replacement of any Common Element that the Owners have a right to use (including, without limitation, amenities, parking spaces, drives, roads, sidewalks, trails and open spaces) must be paid by the Association as a Common Expense. Declarant's responsibility shall cease upon the exercise or expiration of such Development Rights, whichever is earlier. Declarant may pay such costs directly or through the Association. Declarant is also entitled to all income from such portions of the property and any improvements thereon until the exercise or expiration of such Development Rights.

Section 12.19 Different Parcels; Different Times. Any Development Right may be exercised with respect to different portions of the Additional Property or parcels of real estate at different times and Declarant's development of the Additional Property may be implemented in phases. No assurances are made as to final boundaries of such parcels or as to the order in which the Additional Property may be subject to the exercise of each Development Right. Even though a Development Right is exercised in any portion of the real estate subject to that right, that right need not be exercised in all or in any other portion of the remainder of that real estate.

Section 12.20 Liens. Any liens that arise in connection with Declarant's ownership of or construction of additional improvements shall attach only to Declarant's interest in any improvements owned by Declarant or against Declarant's Special Declarant Rights and shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units. All taxes and costs relating to improvements before the Units therein have been created shall be paid by or allocated to Declarant.

Section 12.21 Transfer of Special Declarant Rights. The rights described in this Article 12 shall not be transferred except by instrument evidencing the transfer executed by Declarant or Declarant's successor and the transferee and recorded in the county in which the Community is located. The rights and liabilities of the parties involved in such a transfer and of all Persons who succeed to any Special Declarant Right are set out in the CIC Act.

Section 12.22 Termination of Special Declarant and Development Rights. Each Special Declarant Right and Development Right shall terminate as set forth above. Declarant may, however, voluntarily terminate any or all aspects of its Special Declarant Rights or Development Rights at any time by recording an amendment to the Declaration specifying which rights are thereby terminated.

Section 12.23 Liability for Damage. Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Community, of any portion of the Community damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the CIC Act.

ARTICLE 13 OWNERS ASSOCIATION

Section 13.1 Form of Association. The Owners of Units shall constitute an owner's association to be known as the Palomino Fields West Owners Association (the "**Association**"). The

Association shall be organized as a non-profit miscellaneous or mutual corporation, no later than the date the first Unit in the Community is conveyed. Except where expressly reserved to the Owners under the CIC Act or the Governing Documents, the affairs of the Association shall be managed by a Board. The rights and duties of the Board and the Association shall be governed by the provisions of the CIC Act, the Washington Miscellaneous and Mutual Corporations Act, chapter 24.06 RCW, the Declaration and the Bylaws.

Section 13.2 Bylaws. The initial directors appointed in the Articles will adopt initial Bylaws to supplement the Declaration and to provide for the administration of the Association and the property and for other purposes not inconsistent with the CIC Act or the Governing Documents. The Bylaws may be amended pursuant to the procedures set forth in Article 24.

Section 13.3 Qualifications for Membership. Each Owner of a Unit (including Declarant as to Units it owns) shall be a member of the Association and shall be entitled to one membership for each Unit owned. Only Owners may be members of the Association. Ownership of a Unit shall be the sole qualification for membership in the Association. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons, may be members of the Association.

Section 13.4 Transfer of Membership. The membership of an Owner in the Association is appurtenant to the Unit giving rise to the membership. The membership may not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided that if a Unit has been sold on contract, the contract purchaser shall, except as otherwise set forth in the Governing Documents, exercise all rights of the Owner under the Governing Documents, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit will automatically transfer the membership in the Association to the new Owner.

Section 13.5 Voting.

13.5.1 Number and Classes of Votes. The allocation of Voting Interests in the Association is set forth in Section 6.4. Other matters concerning voting are set forth in the Bylaws.

13.5.2 Arbitration. If the votes are tied on any matter voted upon by the members of the Association, the matter shall be submitted to arbitration and mediation as provided in Article 28 of this Declaration.

Section 13.6 Powers of Association.

13.6.1 General Powers. Except to the extent limited by the Governing Documents, the Association shall have (i) all powers authorized under the CIC Act and the Washington Nonprofit Miscellaneous and Mutual Corporations Act; (ii) all powers necessary for the operation of the Community or governance of the Association; (iii) any other powers authorized by this Declaration; and (iv) all powers that may be exercised by any corporation of the same type as the Association.

13.6.2 Capital Improvements. The Association may cause additional improvements to be constructed within the Common Elements and may acquire, hold,

encumber, convey, and dispose of, in the Association's name, any additional tangible or intangible personal property. If the estimated cost of any such improvements or personal property to the Community exceeds $25,000, the approval of the Owners holding at least 51% of the votes in the Association shall be required; and if such estimated cost exceeds $50,000, the approval of the Owners holding 67% of the votes in the Association shall be required. This Section 13.6.2 does not apply to maintenance, repair or replacement of existing Common Element improvements.

13.6.3 Rules. The Board shall have the power to adopt Rules for any purpose authorized under the CIC Act, including the power to adopt Rules to establish and enforce construction and design criteria and aesthetic standards pertaining to the improvements and alterations to the Community. In adopting, amending or rescinding Rules, the Board (i) shall give consideration to the matters brought to its attention after notice to the Unit Owners; and (ii) shall give consideration to the interests of individual Owners and Authorized Users as well as the interests of the Association. All Rules must be reasonable. All Rules must treat similarly situated Units, Owners and Authorized Users similarly. No Rules shall be inconsistent with or violate the provisions of the Governing Documents. Before, adopting, amending or repealing any Rule, the Association must give all Owners notice of: (i) its intention to adopt, amend, or repeal a Rule and provide the text of the Rule or the proposed change; and (ii) a date on which the Board will act on the proposed Rule or amendment after considering comments from Owners. Following adoption, amendment, or repeal of a Rule, the Association must give notice to the Owners of its action and provide a copy of any new or revised Rule.

Section 13.7 Accounts, Records, Financial Statements, Audits and Funds. The Association must keep all of its funds in accounts in the name of the Association with a Qualified Financial Institution. The Association shall keep financial records in accordance with accrual-based accounting principles. The Association must establish and maintain its accounts and records in a manner that will enable it to credit assessments for common expenses and specially allocated expenses, including allocations to reserves, and other income to the association, and to charge expenditures, to the account of the appropriate units in accordance with the provisions of this Declaration. To assure that the unit owners are correctly assessed for the actual expenses of the association, the accounts of the association must be reconciled at least annually unless the board determines that a reconciliation would not result in a material savings to any unit owner. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with accrual-based accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner unless the annual Assessments for the year were less than $50,000.00 and Owners holding a majority of the votes, excluding votes held by Declarant, waive the audit for that year. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any Mortgagee of a first Mortgage, and Declarant pursuant to Article 12, will be entitled to receive the audited financial statement upon written request. The Board, or Persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner or Mortgagee, or Declarant pursuant to Article 12, at such Person's expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of Freddie Mac, Fannie Mae, HUD or VA, if it is a Mortgagee or prospective Mortgagee, the Association shall provide within a reasonable time an audited financial statement of the Association for the preceding fiscal year.

Section 13.8 Inspection of Documents, Books and Records. The Association shall make available for inspection upon request, during normal business hours or under other reasonable circumstances to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and Declarant pursuant to Article 12, and the agents or attorneys of any of them, current copies of the Books and Records of the Association. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

ARTICLE 14 TRANSITION TO OWNER CONTROL

Section 14.1 Election of New Board. No later than the Transition Date, the Board shall call a Transition Meeting to elect a new Board. The Persons elected to the Board at the Transition Meeting shall take office upon such election. Nothing shall prevent previously elected or appointed directors from being elected at such election.

Section 14.2 Transfer of Association Property. No later than 30 days after the Transition Meeting, Declarant shall deliver to the Board elected at the Transition Meeting, or the management agent of the Association, all property of the Owners and of the Association held or controlled by Declarant pursuant to the CIC Act.

Section 14.3 Audit of Association Records. No later than 60 days after the Transition Meeting, the Board shall engage an independent certified public accountant to audit the records of the Association in accordance with generally accepted auditing standards, unless the Owners, other than Declarant, by majority vote, elect to waive the audit. The cost of the audit shall be a Common Expense.

Section 14.4 Termination of Contracts and Leases Made by Declarant. Within two years after the Transition Meeting, the Association may terminate, without penalty, upon not less than 90 days' notice to the other party, any of the following if it was entered into before the Transition Meeting: (a) any management, maintenance, operations or employment contract, or lease of recreational or parking areas or facilities or (b) any other contract or lease between the Association and Declarant or an affiliate of Declarant, as defined in Section 010(1) of the CIC Act. The Association may terminate, without penalty, at any time after the board elected at the Transition Meeting takes office, upon not less than 90 days' notice to the other party any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into. This Section 14.4 does not apply to any lease, the termination of which would terminate the Community or reduce its size, unless the real estate subject to that lease was included in the Community for the purpose of avoiding the right of the Association to terminate a lease under this Section 14.4.

ARTICLE 15 THE BOARD OF DIRECTORS

Section 15.1 Qualifications of Directors and Officers. The qualifications, number, method of election, removal and terms of service of the directors and officers shall be as specified in the Bylaws

Section 15.2 Powers of the Board. Except where expressly reserved to the Owners under the CIC Act or the Governing Documents, the affairs of the Association shall be managed by the Board. The Board may exercise all powers of the Association, except as otherwise provided in the CIC Act, or the Governing Documents. The Board shall arrange for, and shall have the exclusive

right to contract for, goods and services necessary for the proper functioning of the Community. Those goods and services may include, but are not limited to, the following:

15.2.1 Utilities. All necessary utility services for the Common Elements and the Units.

15.2.2 Additions to Common Elements. The addition of improvements or personal property to the Common Elements.

15.2.3 Professional Services. Legal and accounting services necessary or proper for the operation of the Community or enforcement of Governing Documents; services of a hearing officer for quasi-judicial disputes; or services of an architect or other professional to assist with applications for changes to the Community.

15.2.4 Maintenance. The maintenance, repair and replacement of the Common Elements including any Limited Common Elements (such as the parking areas, landscaping, and common utility facilities).

15.2.5 Other Necessary Expenditures. Any other materials, supplies, furniture, labor, services, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or the Bylaws, or under law, or which, in its opinion, is necessary or proper for the operation of the Community, or for the enforcement of this Declaration or the Bylaws.

15.2.6 Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may or is claimed to, in the opinion of the Board, constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expense incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Units responsible to the extent of their responsibility and shall be immediately due and payable to the Association.

Section 15.3 Managing Agent. Declarant or Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Community and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on 30 days' written notice; or (b) without cause, on not more than 90 days' written notice.

Section 15.4 Authority to Borrow. If the Board determines that the funds of the Association are or will be insufficient to pay the expenses of the Association, the Association may borrow funds to pay such expenses. To secure the repayment thereof, the Association may, encumber (subject to the limitations set forth in this Declaration) any portion of the Common Elements. Proceeds of the conveyance or financing are an asset of the Association. In addition, to secure the repayment thereof, the Association may assign (subject to the limitations set forth in this Declaration) its right to receive future income of the Association, including any receivable, right to

payment, and special and general Assessments from the Unit Owners. Prior to making such an assignment, the Board shall provide a notice of intent to borrow to all the Owners. The notice must include the purpose and maximum amount of the loan, the estimated amount and term of any assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan, and must set a date for a meeting of the Owners to consider ratification of the borrowing not fewer than 14 or more than 60 days after mailing of the notice. Unless at that meeting, whether or not a quorum is present, the Owners to which a majority of the votes in the Association are allocated reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the notice. In connection with the encumbrance of future income of the Association, the Association may execute such loan documents and undertake such obligations as the lender may require to realize on the encumbrance including powers of attorney, control over deposit accounts, the right to file or foreclose Assessment liens, and the right to contact account debtors (including the Unit Owners) and require that payment be made directly to the lender.

Section 15.5 Standard of Conduct. In the performance of their duties, the officers and directors are required to exercise the degree of care and loyalty to the Association required of an officer or a director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under chapter 24.06 RCW.

Section 15.6 Limitations on Board Authority. The Board shall act reasonably, in light of the facts determined by the Board, in making all determinations, exercising its discretion, granting or withholding consent, or taking any action on behalf of the Association. The Board shall not, without the vote or agreement of the Unit Owners, (i) amend the Declaration except as set forth in Article 24, (ii) amend the organizational documents of the Association, (iii) terminate the Community, (iv) elect members of the Board, or (v) determine the qualifications, powers, duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 15.7 Limitation of Liability; Indemnification. The liability of each director, officer and committee member, including Declarant when acting in any such capacity, shall be limited as set forth in the Association's Articles. Each director, officer and committee member, including Declarant when acting in any such capacity, shall be entitled to indemnity, reimbursement of expenses and advances of expenses as set forth in the Association's Articles.

Section 15.8 Lawsuits or Arbitration Proceedings.

15.8.1 General. The Association may institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding (**"Proceedings"**) in its own name on behalf of itself or on behalf of two or more Unit Owners, in a representative capacity, on matters affecting the Community, but any action on behalf of Unit Owners shall not convert any individual claims or legal rights that the Unit Owners may have into claims or rights of the Association.

15.8.2 Notice. The Board must carefully evaluate the potential costs and risks to the Unit Owners before committing the Unit Owners to a course of action in any Proceedings. The Board shall evaluate those matters and promptly provide notice in a Record to the Units Owners about any legal proceedings in which the Association is a party other than Proceedings involving the enforcement of Rules or to recover unpaid

Assessments due to the Association. The notice shall describe: (i) the principal amount sought to be recovered; (ii) the estimated attorneys' fees which will be chargeable to the Association; (iii) the basis on which the attorneys' fees will be paid (for example, hourly, flat fee or contingent); (iv) the estimated cost of all witnesses or investigators including bookkeepers, accountants, consultants, investigators, contractors, and experts; (v) the nature of the Association's claims and defenses and the amount at issue; and (vi) the negative consequences the Unit Owners could suffer by reason of the proposed Proceedings, including the likelihood of special Assessments and the impact of the litigation on Unit sales or refinancing while the Proceedings are pending.

ARTICLE 16 BUDGET AND ASSESSMENTS

Section 16.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 16.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year in which Assessments are collected, the Board shall prepare a budget for the Association for the coming year. The budget must include: (i) the projected income to the Association by category, (ii) the projected Common Expenses and those Specially Allocated Expenses that are subject to being budgeted, both by category, (iii) the amount of Assessments per Unit and the date the Assessments are due, (iv) the amount of regular Assessments budgeted for contribution to the reserve account, (v) a statement of whether the Association has a reserve study that meets the requirements of the CIC Act and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study, and (vi) the current deficiency or surplus in reserve funding expressed on a per unit basis. The Budget shall also take into account any surplus or deficit carried over from the preceding year, and make provision for reasonable reserves for contingencies. The Board need not reserve for items that can reasonably be funded from cash flow or borrowing, and need not adopt a "fully funded" plan or contribution and may adopt such plan and contribution rate as it deems appropriate in its reasonable discretion. The Board may at any suitable time require the commencement of contributions to such reserve accounts. The Board need not adopt a new budget prior to the Transition Date, and any budget adopted during such period may be based on the actual expenses for the Association and need not provide for accumulation of reserves.

Section 16.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Community, the Board shall provide a copy of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not fewer than 14 or more than 50 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget and the Assessments against the Units included in the Budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year, such budget shall not take effect unless ratified by the Unit Owners in accordance with this Section 16.3.

Section 16.4 Revisions to Budget. The Board may revise the budget and any Assessments based thereon, from time to time for any reason, including non-payment of any Owner's Assessments. Any revision to the budget is, however, subject to the notice requirements and the right of Owners to ratify the revised budget set forth in Section 16.3.

Section 16.5 Assessments for Common Expenses. The sums required by the Association for Common Expenses as reflected in the annual budget and any supplemental budget shall be divided into installments to be paid periodically, as determined by the Board, over the period to be covered by the budget or supplemental budget. The Assessment for Common Expenses for each Unit shall be the sum of (a) the Common Expense Liability of that Unit multiplied by the total periodic installment for Common Expenses (except Specially Allocated Expenses) for all Units; and (b) any Specially Allocated Expenses of that Unit. Assessments shall commence against all Units that have been created by this Declaration no later than the date of the first Conveyance of a Unit to an Owner other than Declarant. Monthly Assessments shall commence against each later created Unit no later than the date of the first Conveyance of such Unit to an Owner other than Declarant. Notwithstanding the foregoing, Declarant may delay the commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses beyond such date, in which event Declarant must pay all of the Common Expenses or Specially Allocated Expenses that have been delayed during the period of delay. Declarant may exercise the right to delay Assessments for any Units whether initially created or subsequently created pursuant to a Development Right to create Units. If Declarant has paid insurance premiums prior to the commencement of Assessments, it shall be entitled to a refund from the Association of any unearned premium for the period after commencement of Assessments. If the Association does not have adequate working capital at the commencement of Assessments to reimburse Declarant for the unearned premiums, it may deliver a promissory note to Declarant and pay the balance due over time.

Section 16.6 Specially Allocated Expenses. The Common Expenses described in this Section 16.6 shall be assessed against the Units as described herein, and not on the basis of the Unit's Common Expense Liability. At the time of recording of this Declaration, there are no Specially Allocated Expenses.

Section 16.7 Misconduct. To the extent that any Common Expense is caused by the negligence of any Owner or Authorized User of any Unit, the Association may assess that expense against the Owner's Unit.

Section 16.8 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a periodic basis, the Board may levy special Assessments for such expenses against the Units, subject to ratification by the Owners pursuant to Section 16.3.

Section 16.9 Reserve Studies. The Association shall obtain reserve studies and updated reserve studies as and when required by the CIC Act. An initial reserve study must be prepared by a reserve study professional and based upon either a reserve study professional's visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both when construction of some but not all of the improvements is complete. An updated reserve study must be prepared annually and need not be completed each year by a reserve study professional; provided, however, that an updated reserve study must be prepared at least every third year by a reserve study professional and based upon a visual site inspection conducted by the reserve study professional. Until the expiration of all warranties given by or imposed upon Declarant, and the time period for filing any claims against Declarant, the Board shall contemporaneously send a copy of each reserve study to Declarant at the address specified in Section 26.1, or such other address as Declarant may specify in a Record to the Association from time to time.

Section 16.10 Creation of Reserve Account. Once Assessments for replacement reserves are collected, the Board shall establish one or more accounts for the deposit of reserve contributions. Any reserve account must be an income-earning account maintained under the direct control of the Board, and the Board is responsible for administering the reserve account. The operation of the reserve account and any Assessments for contribution to the reserve account shall be further governed by this Article 16 and the Bylaws.

Section 16.11 Withdrawals from Reserve Accounts. The Board may withdraw funds from the Association's reserve accounts to pay for unforeseen or unbudgeted costs that are unrelated to replacement costs of the reserve components. Any such withdrawal must be recorded in the minute books of the Association. The Board must give notice of any such withdrawal to each Unit Owner and adopt a repayment schedule not to exceed twenty-four months unless the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Unit Owners. The Board must provide to Unit Owners along with the annual budget adopted in accordance with Section 16.2 of this Declaration (a) notice of any such withdrawal, (b) a statement of the current deficiency in reserve funding expressed on a per Unit basis, and (c) the repayment plan. The Board may withdraw funds from the reserve account without satisfying the notification of repayment requirements under this section to pay for replacement costs of reserve components not included in the reserve study.

Section 16.12 Payment of Assessments. On a date as the Board may establish by Rule, each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit due for that period, as determined by the Board. Any Assessment that is not paid when due will be subject to late charges, interest charges and collection adopted by the Board pursuant to Section 17.8. The Board shall have the right to change the Assessments to a monthly collection but any additional fees associated with this change will be passed to each Owner.

Section 16.13 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Community shall belong to the Association.

Section 16.14 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay Assessments during that or any subsequent year, and the Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 16.15 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of the Owner's Unit, the Board must furnish a statement signed by an officer or authorized agent of the Association stating the amount of unpaid Assessments against that Unit. The Association must furnish the statement within 15 days after receiving the request. The statement shall be binding on the Association, the Board and every Unit Owner, unless and to the extent known by the recipient to be false. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the statement.

Section 16.16 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities. The Board shall have the discretion to determine when to impose the

recalculated Assessments, but in no event, shall the Board delay imposition beyond the fiscal year during which the Common Expense Liabilities were reallocated.

Section 16.17 Initial Contribution to Working Capital. The first purchaser (as defined in the CIC Act) of any Unit shall, at the time of closing, pay to the Association (or Declarant as set forth below), in addition to other amounts due, an estimated amount of Two Hundred Dollars ($200.00), as a non-refundable initial contribution to the Association's working capital. Declarant shall not use any such contributions to defray expenses that are the obligation of Declarant.

ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien: Priority.

17.1.1 The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due.

17.1.2 A lien under this Article 17 shall be prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recording of this Declaration; (ii) a Mortgage on the Unit recorded before the date on which the unpaid Assessment became due; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

17.1.3 Except as provided in this Section 17.1.3, the lien shall also be prior to the Mortgages described in Section 17.1.2(ii) to the extent of an amount equal to:

17.1.3.1 Assessments (whether specially allocated or not) for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 16, which would have become due in the absence of acceleration during the six months immediately preceding the institution of proceedings to foreclose either the Association's lien or a Mortgage described in Section 17.1.2(ii); plus

17.1.3.2 The Association's actual costs and reasonable attorneys' fees incurred in foreclosing its lien but incurred after the giving of the notice described in Section 17.1.3.3; provided, however, that the costs and reasonable attorneys' fees that will have priority under this Section 17.1.3.2 shall not exceed $2,000 or an amount equal to the amounts described in Section 17.1.3.1, whichever is less.

17.1.3.3 The notice must satisfy the requirements of Section 515 of the CIC Act.

17.1.4 Recording of this Declaration constitutes recorded notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real estate records of the county in which the Community is located. Such recording shall not constitute the notice referred to in Section 17.1.3.3.

Section 17.2 Judicial Foreclosure. A lien arising under this Article 17 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW, subject to any rights of redemption under chapter 6.23 RCW. Upon an express waiver in the

complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months.

Section 17.3 Non-Judicial Foreclosure. A lien arising under this Article 17 may be foreclosed non-judicially in the manner set forth in chapter 61.24 RCW for non-judicial foreclosure of deeds of trust. For the purpose of preserving the Association's non-judicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Company or other title company or their successors or assigns ("**Trustee**"), to secure the obligations of each Unit Owner to the Association for the payment of Assessments. Each Unit Owner shall retain the right to possession of its Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Unit Owner's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien non-judicially pursuant to this Section 17.3, it shall not be entitled to the lien priority over Mortgages provided in Section 17.1.3 and shall be subject to the limits on deficiency judgments under chapter 61.24 RCW.

Section 17.4 Receiver During Foreclosure. In an action to collect Assessments or to foreclose on a lien on a Unit, the Association shall be entitled to the appointment of a receiver to collect all sums due and owing to the Unit Owner before commencement of the action or during the pendency of the action. The receivership shall be governed by chapter 7.60 RCW. During the pendency of the action, the court may order the receiver to pay sums held by the receiver to the Association for any Assessments against the Unit. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 17.5 Effect of Foreclosure. The Association or its authorized representative shall have the power to purchase the Unit at the Foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Nothing in this Article 17 shall prohibit the Association from taking a deed in lieu of Foreclosure. Except as provided in Section 17.1.3, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through Foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 17.6 Assessments Are Personal Obligations. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges in this Article 17, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.7 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments are extinguished unless proceedings to enforce the lien or collect the debt are instituted within six years after the full amount of the Assessments sought to be recovered becomes due.

Section 17.8 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same is assessed as of the time the Assessment is due. In a voluntary Conveyance, other than by

foreclosure, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

Section 17.9 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged, not to exceed the maximum rate calculated under RCW 19.52.020 on all subsequent delinquent Assessments or installments thereof. If the Association has not established such a rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 17.10 Recovery of Attorneys' Fees and Costs. 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 a suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 17.11 Limitations on Foreclosure Proceedings. The Association may not commence an action to Foreclose a lien on a Unit under this Article 17 unless: (i) the Unit Owner, at the time the action is commenced, owes a sum equivalent to at least three months of Assessments, and (ii) the Board approves commencement of a Foreclosure action specifically against that Unit. Every aspect of a collection, Foreclosure, sale or other conveyance under this Article 17, including the method, advertising, time, date, place and terms must be commercially reasonable.

Section 17.12 Security Deposit. An Owner who has been chronically delinquent in paying its Assessments may, from time to time, be required by the Board, after Notice and Opportunity to be Heard, to make and maintain a security deposit not in excess of three months' estimated Assessments, which shall be collected and shall be subject to penalties for non-payment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

Section 17.13 Remedies Cumulative. The remedies provided herein are cumulative, and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 18 ENFORCEMENT OF GOVERNING DOCUMENTS

Section 18.1 Rights of Action. Each Owner and its Authorized Users and the Association shall comply with the Governing Documents and the proper decisions of the Board. Declarant shall enjoy all the rights and assume all the obligations of an Owner as to each unsold Unit in the Community owned by Declarant. The Association acting on behalf of the Owners or any Owner acting on its own behalf may bring an action to recover sums due or damages, or for injunctive relief, or any or all of them, against any party who fails to comply with the Governing Documents and the proper decisions of the Board.

Section 18.2 Additional Rights. In addition to any rights authorized by the CIC Act, the Board may, after Notice and Opportunity to Be Heard, take any of the following actions against any party who fails to comply with the Governing Documents and the proper decisions of the Board:

18.2.1 Require an Owner, at its own expense, to stop work on, and remove, any improvement from such Owner's Unit or other areas of the Community in violation of the Governing Documents and to restore the property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

18.2.2 Levy Assessments to cover costs incurred by the Association to cure a violation of the Governing Documents;

18.2.3 Apply a security deposit posted by an Owner to any unpaid charges or Assessments;

18.2.4 Suspend any right or privilege of a Unit Owner who fails to pay an Assessment, but the Association may not (i) deny a Unit Owner or other occupant access to the Owner's Unit, (ii) suspend a Unit Owner's right to vote, or (iii) withhold services provided to a Unit or a Unit Owner by the Association if withholding the service would endanger the health, safety, or property of any Person; and

18.2.5 Exercise self-help or take action to abate any violation of the Governing Documents.

Notice and Opportunity to Be Heard shall not be required in an emergency situation or in regard to the removal of vehicles or items that are in violation of parking Rules.

Section 18.3 Remedies Cumulative; Attorneys' Fees. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association or Owner prevails, it shall be entitled to recover all costs, including, without limitation, its attorneys' fees and court costs, reasonably incurred in such action.

Section 18.4 Enforcement Discretion; No Waiver. The decision to pursue enforcement action in any particular case shall be left to the judgment of the Board, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

18.4.1 The Association's position does not justify taking action or further action;

18.4.2 The covenant, restriction or Rule being enforced is, or is likely to be, construed as inconsistent with applicable law;

18.4.3 Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or

18.4.4 It is not in the Association's best interests to pursue enforcement action.

Such a decision shall not be construed to be a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in a Record and signed for by the Board. This Section 18.4 also extends and applies to Declarant.

Section 18.5 Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after Notice and Opportunity to Be Heard, the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, Tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in a Record or both (as specified in the notice), subject to reasonable Rules of procedure established by the Board to ensure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 19 TORT AND CONTRACT LIABILITY

Section 19.1 Declarant Liability. An Owner is not liable, solely by reason of being an Owner, for an injury or damage arising out of the condition or use of the Common Elements. Neither the Association nor any Owner except Declarant is liable for Declarant's torts in connection with any part of the Community which Declarant has the responsibility to maintain. An action alleging a wrong done by the Association must be brought against the Association and not against any Owner. An Owner is not precluded from bringing an action contemplated by this Section 19.1 because it is a Unit Owner or a director or officer of the Association.

Section 19.2 Limitation of Liability for Utility Failure. Except to the extent covered by insurance obtained by the Association, neither the Association, the Board, the Managing Agent nor Declarant shall be liable to any Unit Owner for:

19.2.1 the failure of any utility or other service to be obtained and paid for by the Board;

19.2.2 injury or damage to Person or property caused by the elements, or resulting from electricity, water, rain, dust, mold or mildew which may leak, travel or flow from outside of any building; from any Unit, Common Element or part of the building; from any pipes, drains, conduits, appliances, or equipment; or from any other place; or

19.2.3 inconvenience or discomfort resulting from any action taken to comply with the Governing Documents or any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any

such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.3 Limitation of Personal Liability; Indemnification. Each director and officer of the Association shall be insulated from liability for its conduct as a director or officer of the Association to the extent set forth in Article 10 of the Articles and shall be entitled to indemnification to the extent set forth in Article 11 of the Articles.

ARTICLE 20 INSURANCE

Section 20.1 Required Insurance. Commencing not later than the time of the first Conveyance of a Unit to a Person other than Declarant, the Association shall maintain in its own name, to the extent reasonably available and subject to reasonable deductibles, insurance meeting the requirements of this Article 20. The Association may, however, delay procurement of fidelity insurance until the election of the Board at the Transition Meeting. All insurance must be obtained from insurance carriers who are generally acceptable for similar projects, are authorized to do business in the State of Washington and meet the acceptability criteria of Fannie Mae, Freddie Mac, HUD and VA. The Board shall review at least annually the adequacy of the Association's insurance coverage. The Board shall promptly notify the Unit Owners if the required property or liability insurance is not reasonably available.

Section 20.2 Property Insurance Requirements. The Association shall maintain property insurance written on a "special form" of coverage. The property insurance shall cover (i) all Common Elements (including Limited Common Elements) and all real estate that must become Common Elements, (ii) to the extent not described in the foregoing clause, all installed machinery and equipment and personal property owned by the Association and located outside of a Unit (including but not limited to furniture, media equipment, and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering), and (iii) all other personal property of the Association. The property insurance shall insure against all risks of direct physical loss and may, but need not, include damage caused by earthquakes or terrorism. The amount of insurance shall not be less than 100% of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. To ensure adequate property insurance coverage, the Board shall periodically obtain insurance replacement cost appraisals of any buildings and personal property for which insurance is required under this Section 20.2.

Section 20.3 Liability Insurance Requirements. The Association shall maintain commercial general liability insurance, including medical payments insurance, which provides coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements in an amount of at least $1,000,000 for any single occurrence and $2,000,000 aggregate and which contains a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of the negligent act of the Association or other Unit Owners.

Section 20.4 Fidelity Insurance Requirements. The Association shall maintain, or require its Managing Agent to maintain, fidelity insurance naming the Association and its officers, directors, trustees and employees, any Managing Agent, and all other Persons who handle or are responsible for handling funds held or administered by the Association, whether or not the Person receives compensation for services, as insured. The bond shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definitions of "employee" or

similar expression. The policy must provide minimum limits at least equal to the larger of (i) the highest amount of funds, including reserve funds, that the Association is expected to hold at any time while the policy is in force, or (ii) three months of the expected aggregate Assessments for the policy term, plus reserve funds. There shall be no requirement to obtain a fidelity bond prior to the Transition Meeting.

Section 20.5 Additional Insurance Requirements. The insurance policies obtained pursuant to Section 20.2 and Section 20.3 shall:

20.5.1 Provide that the Association is the named insured, and that each Unit Owner is an insured under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

20.5.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or Tenants, and members of their household, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

20.5.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, or any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

20.5.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right to set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee.

Section 20.6 Adjustment of Losses; Insurance Trustee; Power of Attorney. Any loss covered by the insurance described in Section 20.2 must be adjusted with the Association, but the proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association must hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Sections 20.9 and 21.4, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes. Each Owner and the Owner's Mortgagee, if any, are beneficiaries of the policy in accordance with percentages established by the Common Ownership Interest of Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Provided, however, that prior to the creation of additional Units pursuant Declarant's Development Rights, Declarant shall be solely entitled to any insurance

proceeds for any improvements created by Declarant pursuant to its Development Rights unless and until such improvements have been created as Units, Limited Common Elements or Common Elements.

Section 20.7 Additional Insurance. The Association may maintain such other insurance as the Board deems advisable; provided that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, loss of maintenance fees and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Fannie Mae, Freddie Mac, HUD or VA, or other governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or an Owner of a Unit within the Community or an insurer of a Mortgage encumbering a Unit, except to the extent such coverage is not reasonably available or has been waived in a Record by such agency.

Section 20.8 Intentionally Omitted.

Section 20.9 Board has no Obligation to Monitor Lot Owners' Insurance. The Association has no insurable interest in the Lots, the Dwellings or personal property owned by Lot Owners, tenants or other Occupants. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under Section 20.8; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Lot Owner or tenant. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

Section 20.10 Use of Insurance Proceeds. Any portion of the Community, for which insurance is required under Section 20.2 which is damaged or destroyed must be repaired or replaced promptly by the Association pursuant to Article 21.

Section 20.11 Certificate. An insurer that has issued an insurance policy under this Article 20 shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or Mortgagee. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or non-renewal of contracts of insurance.

Section 20.12 Notification of Sale of Unit. Promptly upon Conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the Conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

ARTICLE 21 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 21.1 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article 21:

21.1.1 **"Damage"** shall mean all kinds of damage, whether of slight degree or total destruction, caused by casualty or other occurrence, but shall not include construction defects, deterioration or wear and tear.

21.1.2 **"Substantial Damage"** shall mean that in the judgment of a majority of the Board the estimated Assessment determined under Section 21.2.4 for any one Unit exceeds 3% of the full, fair market value of the Unit before the Damage occurred, as determined by the then current assessed value for the purpose of real estate taxation.

21.1.3 **"Repair"** shall mean restoring the damaged improvements to substantially the condition they were in before they were damaged, with the Unit and the Common Elements having substantially the same boundaries as before. "Repair" does include restoration of improvements or betterments installed after Conveyance by Declarant if those improvements or betterments are not insured because the Owner failed to notify the Board of their installation. Modifications to conform to applicable governmental Rules or available means of construction may be made.

21.1.4 **"Emergency Work"** shall mean work that the Board deems reasonably necessary to avoid further Damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

Section 21.2 Initial Board Determination. In the event of Damage to any portion of the Community that the Association is required to insure by this Declaration, the Board shall promptly take the following actions. In doing so, the Board shall obtain such advice from professionals (such as engineers, architects, contractors, insurance consultants, lenders and attorneys) as the Board deems advisable and shall consider the information then known to the Board.

21.2.1 Determine the nature and extent of the Damage to the insured property and loss to the Association, together with an inventory of the improvements and property directly affected thereby.

21.2.2 Obtain as reliable an estimate as possible of the cost and time to Repair the Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

21.2.3 Determine the insurance proceeds and reserves, if any, that will likely be available to pay for the Damage.

21.2.4 Determine (i) the amount, if any, by which the estimated cost of Repair is likely to exceed the expected insurance proceeds, the reserves available to Repair the Damage, other available funds of the Association, and the deductibles owed by Owners; and (ii) the likely amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense.

Section 21.3 Notice of Damage. The Board shall provide each Owner with a written notice summarizing the initial Board determinations made under Section 21.2, explaining any further information needed by the Board to make a final decision on the cost and schedule for Repairs. If the Board determines that the Damage is Substantial Damage then the notice shall also explain any further information needed by the Board to allow the Owners to make an informed decision about

Repairs to the Community, and shall call a special meeting to consider whether to Repair the Damage. If the Damage affects a material portion of the Community, the Board shall also send the notice to each Mortgagee. If the Board fails to call a meeting within 30 days of the Damage, any Owner or Mortgagee may call such a meeting. The Board may, but is not required to, call such a meeting in other circumstances.

Section 21.4 Execution of Repairs.

21.4.1 The Association shall promptly Repair any damaged portion of the Community that the Association is responsible to insure and to maintain or repair unless:

21.4.1.1 The Community is terminated by vote at a special meeting called in accordance with Section 21.3 and taken in accordance with the termination provisions of the Declaration and CIC Act;

21.4.1.2 Repair would be illegal under any state or local health or safety statute or ordinance; or

21.4.1.3 Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Declarant if Declarant has the right to create Units in the Community, vote not to Repair the Damage.

21.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others and take such other action as is reasonably necessary to make the Repairs. Contracts for the Repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the Repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

21.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of $50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article 21.

The Board may expend so much of the insurance proceeds and Association funds as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 21.5. The cost of Repair or replacement in excess of insurance proceeds, reserves, and deductibles paid by Owners, is a Common Expense.

Section 21.5 Effect of Decision Not to Repair. If all of the damaged or destroyed portions of the insured property are not repaired or replaced:

21.5.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community;

21.5.2 The insurance proceeds attributable to Units and Limited Common Elements that are not repaired or replaced shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated or to lien holders, as their interests may appear; and

21.5.3 The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to their Common Ownership Interests.

If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section 21.5, Article 25 governs the distribution of insurance proceeds if the Community is terminated.

ARTICLE 22 CONDEMNATION

Section 22.1 Power of Attorney. The Association shall represent the Unit Owners in any legal proceedings related to the condemnation of all or part of the Common Elements, and shall have the sole authority to control, negotiate and settle such matters on behalf of the Unit Owners. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Common Elements. Any proceeds from a condemnation shall be paid to the Association for the benefit of affected Units and their Mortgagees, as set forth herein. Should the Association not act, based on their right to act pursuant to this Section 22.1, the affected Owners may individually or jointly act on their own behalf.

Section 22.2 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly give notice of the proceeding or proposed acquisition to each Owner and Mortgagee and to Declarant unless each and every Development Right and Special Declarant Right has expired.

Section 22.3 Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit that may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its Allocated Interests, whether or not any Common Elements are acquired. The award shall be distributed to the Owner or lien holder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section 22.3 is thereafter a Common Element.

Section 22.4 Condemnation of Part of a Unit. Except as provided in Section 22.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Ownership Interest, whether or not any Common Elements are acquired. The award shall be distributed to the Owner or lien holders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Common Ownership Interest and Common Expense Liability are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 22.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation, any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Unit to which that Limited Common Element was allocated at the time of the acquisition, or to lien holders, as their interests may appear, and the portion of the award attributable to the other Common Elements shall be distributed to the Association. If the Board determines that a particular Owner's interest in the Common Elements will be diminished with respect to other Owners by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 22.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 21.

Section 22.7 Taking of Special Declarant Rights. The Association will have no power to represent Declarant in any condemnation or eminent domain proceedings relating to any Development Rights or Special Declarant Rights. Declarant, and not the Association, will be entitled to receive all awards attributable to any Development Rights or Special Declarant Rights.

ARTICLE 23 PROCEDURES FOR SUBDIVIDING OR COMBINING UNITS

Section 23.1 Subdivision or Combination of Units. A Unit may not be subdivided into a greater number of Units, and two or more Units may not be combined into a lesser number of Units. This Section 23.1 does not apply to the exercise of Development Rights.

ARTICLE 24 AMENDMENT OF DECLARATION, MAP, ARTICLES OR BYLAWS

Section 24.1 Procedures. Except in cases of amendments that may be executed by Declarant, the Association or certain Owners under other provisions of this Declaration or under the CIC Act, the Declaration, and the Map may be amended only by vote or agreement of the Owners as specified in this Article 24. Provisions in this Declaration pertaining to Special Declarant Rights that have not expired may not be amended without the consent of Declarant.

24.1.1 Any Owner or Owners may propose amendments to the Board. If approved by a majority of the Board, the amendment shall be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, the Board shall submit the amendment to the members of the Association for their consideration at the next regular or special meeting for

which timely notice can be given. The notice for any meeting at which an amendment will be considered shall include the text of the amendment.

24.1.2 Amendments may be adopted at a meeting of the members of the Association or by such alternative methods as allowed by the Bylaws, after such notice as is required by the Bylaws and this Declaration has been given to all Persons (including Mortgagees) entitled to receive notices.

24.1.3 Upon its adoption and the receipt of any necessary consent under this Article 24, an amendment to the Declaration or the Map will become effective when it is recorded or filed in the real estate records in the county in which the Community is located. The amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. No action to challenge the validity of an amendment to the Declaration or Map adopted by the Association pursuant to this Article 24 may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

24.1.4 Amendments under this Section 24.1 shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 24.2 Consent Required. Except in cases of amendments that may be executed by a Declarant, the Association, or certain Owners under the CIC Act pursuant to different standards, including as specified in RCW 64.90.285, the percentages of consent of Owners and Mortgagees required for adoption of amendments to the Declaration are as follows:

24.2.1 General. Except as set forth elsewhere in this Section 24.2, an amendment to the Declaration or the Map shall require the vote or agreement of Unit Owners holding at least 67% of the Voting Interest in the Association.

24.2.2 Creation of Special Declarant Rights; Increase in Units; Boundary Changes; Changes in Allocated Interests. Except to the extent permitted or required under the CIC Act or this Declaration, an amendment to the Declaration that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, or changes the Allocated Interests of a Unit shall require the vote or agreement of the Owners holding at least 90% of the Voting Interest in the Association, including the consent of any Owner of a Unit, the boundaries or Allocated Interests of which will be changed by the amendment.

24.2.3 Modification of Allowed and Prohibited Uses. Except to the extent permitted or required under the CIC Act or this Declaration, an amendment to the Declaration that allows any use of the Units other than residential use or that prohibits the residential use of the Units shall require the vote or agreement of the Owners holding at least 90% of the Voting Interest in the Association. Any such amendment must provide reasonable protection for a use permitted at the time the amendment is adopted.

24.2.4 Director and Officer Indemnification. No amendment to any provision in the Declaration, Articles or Bylaws may restrict, eliminate or modify (i) any right of a director or officer of an Association to indemnification or any (ii) limitation of liability of such persons, as to conduct that occurred prior to the amendment. Any current or former director or officer affected by such amendment, who is not a Unit Owner is a third party beneficiary of this provision entitled to enforce it.

24.2.5 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right that has not expired without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any real estate subject thereto. No amendment may restrict, eliminate, or otherwise modify any right of directors or officers to indemnification for conduct that occurred prior to the amendment, without the consent of that director or officer.

Section 24.3 Amendments by Declarant. In addition to any other rights to amend the Governing Documents in the CIC Act or this Declaration, Declarant may at any time, upon 30 days advance notice to the Association, adopt, execute and record an amendment or supplement to the Governing Documents to (i) correct a mathematical mistake, an inconsistency, or a scrivener's error, or (ii) clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact, including, without limitation, recalculating any Allocated Interest, clarifying or correcting the location, dimensions or characteristics of the constructed improvements, clarifying or correcting the as-built boundaries or areas of the Units, or complying with the requirements of Fannie Mae, Freddie Mac, HUD, VA, lenders, or title insurers, all within five years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error or ambiguity. Declarant may execute and record any such amendment itself and need not otherwise comply with the requirements of this Article 24.

ARTICLE 25 TERMINATION OF COMMUNITY

Section 25.1 Action Required. Except in the case of the taking of all Units by condemnation or a judicial termination of the Community pursuant to the CIC Act, the Community may be terminated only by (i) agreement of Owners of Units to which at least 80% of the Voting Interest in the Association is allocated, and (ii) the consent of all the holders, including Declarant, of any unexpired Development Rights or Special Declarant Rights.

Section 25.2 Limitation on Termination. The Community may not be terminated while Declarant has any Development Right or Special Declarant Right without the consent of Declarant and any Mortgagee of record with a security interest in the Development Right or Special Declarant Right or in any real estate subject thereto, excluding Mortgagees of Units owned by Persons other than Declarant.

Section 25.3 CIC Act Governs. The applicable provisions of the CIC Act relating to termination of common interest communities, contained in Section 290 of the CIC Act, as it may be amended, shall govern the termination of the Community, including, but not limited to, the disposition of real estate in the Community and the distribution of proceeds from the sale of real estate.

ARTICLE 26 NOTICES

Section 26.1 Form and Delivery of Notice. Notices to the Association, Board, any Owner or any occupant of a Unit must be provided in such manner as provided in the CIC Act. Notices to Declarant must be provided in a Tangible Medium and must be transmitted by mail, private carrier or personal delivery to the following address, or such other address as Declarant may specify in written notice to the Board or the Owners:

SSHI LLC, dba D.R. Horton
11241 Slater Ave, Suite 200
Kirkland, WA 98033
Attn: HOA Department

ARTICLE 27 ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

ARTICLE 28 DISPUTE RESOLUTION

Section 28.1 Mediation and Binding Arbitration of Claims. Any and all claims, disputes or controversies (whether under federal, state or local law) between or between or among any of the Association, the Board or one or more Unit Owners or Authorized Users arising from or related to (i) the Governing Documents, (ii) the Community, or (iii) the management or operation of the Community or the Association, including, without limitation, any such claim of breach of contract, negligence, breach of any duty under the Washington Uniform Common Interest Ownership Act or breach of any alleged duty of good faith and fair dealing (collectively, "**Claims**"), shall be resolved exclusively by binding, non-appeable, arbitration as set forth herein. Notwithstanding the foregoing, the following matters shall not be Claims subject to mandatory mediation or arbitration under this Article 28: (i) any action or remedy initiated by or against any Mortgagee, (ii) judicial Foreclosure actions, (iii) non-judicial trustee's sales, (iv) the appointment of a receiver during Foreclosure, or (v) actions to collect or enforce any order, decision or award rendered by arbitration.

Section 28.2 Initiation of Arbitration; Mediation. If any party to a Claim determines that the Claim cannot be resolved without intervention, then that party shall give notice in a Tangible Medium to all other parties to the Claim demanding that the Claim be submitted to mediation and arbitration pursuant to this Article 28. The parties shall attempt to resolve any Claims in good faith through mediation at the outset of any arbitration proceeding. Any administrative fees of the mediation service and fees of the mediator shall be borne equally by the parties to the mediation. Each party shall pay its own attorneys' fees and costs in connection with the mediation.

Section 28.3 Arbitrator's Authority. This Article 28 shall be deemed to be a self-executing arbitration agreement. Without limiting the authority of the arbitrator under the applicable arbitration rules, the arbitrator shall have the authority to decide (i) the substance of the Claim and any defenses and counterclaims relating thereto, (ii) procedural or evidentiary issues, (iii) issues relating to discovery, (iv) issues relating to applicable law, and (v) issues as to the interpretation or the enforceability of this arbitration agreement, including, without limitation, its revocability, unconscionability or voidability for any cause, the scope of arbitrable issues. The arbitrator shall

have the authority to award both damages and injunctive relief and to enforce the arbitration award. The arbitrator shall not have the authority to award punitive or exemplary damages.

Section 28.4 Arbitration Fees. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

Section 28.5 Arbitration Service; Arbitrator. The arbitration shall be conducted by the American Arbitration Association pursuant to its *Construction Industry Arbitration Rules* in effect as of the date of the arbitration demand. The arbitrator shall possess sufficient knowledge in single family plat communities as determined by the arbitration service.

Section 28.6 Arbitration Procedures and Hearing. All arbitration hearings and meetings shall occur in the county in which the Community is located. The arbitrator shall apply the substantive law of the State of Washington. The arbitrator may allow factual discovery of information from the parties and witnesses to the extent reasonably relevant to claims and damages at issue but shall protect the parties from irrelevant, burdensome or unreasonable discovery. Prior to the arbitration hearing, the parties must agree upon a written statement of the claim theories to be arbitrated. The arbitrator shall schedule the arbitration hearing for the earliest possible time that is consistent with fairness to the parties and the complexity of the issues. A party may request a stenographic record of the arbitration hearing. At the conclusion of the hearing in making the award, the arbitrator shall state in writing the theories raised by the parties and on which the award is based.

Section 28.7 Attorneys' Fees and Costs. The arbitrator shall have the authority to award actual reasonable attorneys' fees and costs to the prevailing party. An attorneys' fee award shall be calculated based upon the actual reasonable hours spent multiplied by a reasonable hourly rate given the experience and knowledge of the biller, without adjustment for risk, delay or difficulty. An attorneys' fee award must be reasonable under the Washington Rules of Professional Conduct. For purposes of this section, a party is a prevailing party if it recovers the majority of the relief it has claimed, or if it prevents another party from recovering the majority of the relief it has claimed, including the enforcement of this Article 28. It may be appropriate in some cases to determine the prevailing party on a claim by claim basis. In some cases there may be no prevailing party.

Section 28.8 Finality. The decision and award of the arbitrator shall be final and binding and may not be appealed to an arbitration panel or a court. The arbitrator's decision and award and may be entered as a judgment in any state or federal court of competent jurisdiction, and a party may institute judicial proceedings to enforce the arbitration award.

Section 28.9 Applicability of Arbitration Acts. The parties expressly agree that the use, operation, management, development, maintenance, repair and replacement of the Community involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and the Washington Uniform Arbitration Act (Chapter 7.04A RCW) now in effect and as the same may from time to time be amended, to the exclusion of any inconsistent state or local law, ordinance or judicial rule. To the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the rules of the arbitration service shall govern the conduct of the arbitration.

Section 28.10 Applicability of Statutes of Limitations. No Claim can be asserted in arbitration after the date such claim could be asserted in a judicial proceeding under applicable statutes of limitation and repose.

Section 28.11 Enforceability. This Article 28 shall inure to the benefit of, and be enforceable by, the Association, the Board, the Unit Owners and Authorized Users and their respective members, managers, officers, directors, employees, agents, attorneys and insurers. The initiation by any party who reserves the right to arbitrate of a judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder, or the filing of a lis pendens, shall not be deemed a waiver of the right to arbitrate or to enforce this arbitration agreement, and, notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay or refuse to participate in arbitration, or to refuse to enforce this arbitration agreement.

Section 28.12 Severability. If any provision of this Article 28 shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

Section 28.13 Waiver of Right to Judicial Proceedings. Each person subject to this Declaration waives any right it may have to institute a judicial proceeding to decide a Claim, to demand arbitration under chapter 64.50 of the Revised Code of Washington, or to demand a trial de novo after arbitration under chapter 64.50 of the Revised Code of Washington.

Section 28.14 Waiver of Right to Jury Trial. Each person subject to this Declaration waives any right it may have to a jury trial under federal or state law as to any dispute between them arising from or involving a Claim. In addition, if the arbitration provisions of this Article 28 are deemed entirely or partially invalid, void or unenforceable by the arbitrator or a judge, such that the parties are not required to resolve their disputes through binding arbitration for any reason, any and all Claims shall be tried before a judge in a court of competent jurisdiction in the State of Washington in the county where the Community is located, and not before a jury, and all parties waive any right to a trial by jury.

Section 28.15 Survival. The provisions of this Article 28 shall survive the transfer by any party of its interest or involvement in the Community or any Unit and the termination of this Declaration.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE AND NOTARY ON FOLLOWING PAGE]

DECLARANT'S SIGNATURE PAGE FOR

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

Date: 3/16/2020

SSHI LLC, dba D R Horton, a Delaware limited liability company

By: _____
Name: Kevin Capuzzi

Title: Division President - Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of March 2020, before me personally appeared Kevin Capuzzi, to me known to be or provided satisfactory evidence he is the Division President of SSHI LLC, dba D R Horton, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company/corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

DATED: 3/16/2020.

NOTARY PUBLIC
STATE OF WASHINGTON
JENNIFER ANN REINER
MY COMMISSION EXPIRES
JULY 8, 2023
COMMISSION NO. 54258

Jennifer Ann Reiner
(Print Name) Jennifer Ann Reiner
Notary Public for the State of Washington
Residing at: Monroe, WA
My commission expires: 7/8/2023

SCHEDULE A
Palomino Fields West

DESCRIPTION OF REAL ESTATE SUBJECT TO DECLARATION

Division II

LOTS 1-7, INCLUSIVE, PALOMINO FIELDS PLAT – DIVISION II, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 201905210014 IN BOOK 13 OF PLATS, PAGES 23 THROUGH 29, RECORDS OF KITTITAS COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

Division V

LOTS 1-7, INCLUSIVE, PALOMINO FIELDS PLAT – DIVISION V, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 202002250022 IN BOOK 13 OF PLATS, PAGES 88 THROUGH 91, RECORDS OF KITTITAS COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

SCHEDULE B
Palomino Fields West

DESCRIPTION OF ADDITIONAL PROPERTY

TRACT A AND B, PALOMINO FIELDS PLAT – DIVISION II, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 201905210014 IN BOOK 13 OF PLATS, PAGES 23 THROUGH 29, RECORDS OF KITTITAS COUNTY, WASHINGTON

TRACT C-1 AND D-1, PALOMINO FIELDS PLAT – DIVISION V, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 202002250022 IN BOOK 13 OF PLATS, PAGES 88 THROUGH 91, RECORDS OF KITTITAS COUNTY, WASHINGTON

ROAD STANDARDS VARIANCE REQUEST

PALOMINO FIELDS ROAD VARIANCE 08-18

June 18, 2008

Findings of Fact:

The applicant is requesting a variance from the second access requirement. The applicant will be providing a guaranteed route for a second access, but does not want to build the road at this time. Public Works has worked with the applicant and agreed on mitigations that will improve the intersection at Bowers Road and Reecer Creek Road instead of constructing the second access.

The applicant is proposing a 120 lot development west of Reecer Creek Road between Bender and Bowers Road. Originally, the applicant proposed an access across from Bender Road, but the southern property line is too far north to allow for alignment with the existing intersection. A canal limits the access from being moved farther north. The applicant is willing to guarantee a through route from Reecer Creek Road to Faust Road, to be built with future development, and improvements to the Bowers Road and Reecer Creek Road intersection including a right hand turn lane and acceleration lane. A temporary cul-de-sac will be installed at the end of the Bowers Road extension. The applicant and Public Works are interested in making the Bowers Road extension a county road, and the applicant is planning to build the road to county road standards. The County Engineer also recommends only one access to the development from Reecer Creek Road due to the high volume of truck traffic.

X Conditional Approval ☐ Denial

Conditions of Approval:

The applicant will be permitted to construct a temporary access at Bender Road. The access must be gated and for emergency use only. The temporary access may be removed at the time the connection to Faust Road is completed, or at the time the Bowers Road extension becomes a county on-system road. All proposed mitigation is required.

Public Works Director

06-19-08
Date

APPEAL

Date Appealed: _____

Board of County Commissioners Hearing Date: _____

PREVIOUS FLOOD PERMIT

KITTITAS COUNTY

FLOOD CONTROL ZONE DISTRICT

FLOOD DEVELOPMENT PERMIT

Project: Division 1 of Palomino Fields Site Work

Date: June 27, 2017

Description: Initial site work and Cul De Sac development within Division 1 of Palomino Fields. Site work includes a portion of the Currier Creek 100 yr. floodplain.

Landowner: Cle Elum Pines East, LLC

Location: West of Reecer Creek Road, between Bender and Bowers Roads

Watercourse: Currier Creek
FIRM Panel: 5300950439B
Zone: Zone A, 100 Year
Base Flood Elevation: 1600 Ft.

Permission is granted under the provisions of RCW 86.16 and KCC 14.08 to complete the site work for this proposed project. This permit is subject to the flood hazard reduction provisions in Kittitas County Code 14.08. All construction materials shall be resistant to flood damage, and the project shall be constructed using methods and practices that minimize flood damage.

A Final Inspection is required prior to final approval. Please call Kittitas County Public Works at (509) 962-7523 to schedule the final inspection.

Relevant codes that **must** be followed are shown below:

14.08.115 Elevation certificates.

Flood elevation certificates will be **required** to be submitted to and be permanently maintained by the Public Works Department:

1. For construction drawings prior to issuance of a building permit
2. For a building under construction prior to scheduling of a framing inspection
3. For finished construction prior to issuance of a Certificate of Occupancy

411 N Ruby St, Suite 1
Ellensburg, WA 98926

T: 509.962.7523
F: 509.962.7663

Chad and Pat,

Here are the flood volumes you requested for the east and west Palomino Flood Areas. These are based on the Currier/Reecer 100-year flood and the flood area extents shown in the attached figure (from the CAD file you provided).

	100-year Volume East Palomino Flood Area Blue Hatched Area	100-year Volume West Palomino Flood Area Yellow Hatched Area
acre-ft	1.03	4.3
cu yds	1665	6940
cu ft	44960	187400

Here are a couple of thoughts I had about the plan as shown in the attached figure. Chad and I discussed these on the phone this morning:

- The proposed compensatory storage area is mostly outside of the current floodplain and therefore wouldn't provide much flood storage (at least as shown).

- Filling the "West Palomino Flood Area" would block a significant amount of floodplain flow, and may have offsite impacts. It sounds like you have considered this and discussed that potential with the County (cc'd). Based on our conversation this morning, you own most of the land around the site, and impacts may be contained to your property.

For a project of this size I would typically expect a hydraulic analysis (model update) to demonstrate no adverse impact and show that the plan provides the necessary compensatory flood storage.

FYI - Here is the County standard I was looking at. I've highlighted the sections that might apply here and require a bit more review:

14.08.315 Standards for filling, grading in floodplain.
Filling, grading or other activity that would reduce the effective storage volume shall be mitigated by creating **compensatory storage on-site**, or off-site if legal arrangements can be made, to assure that the effective compensatory storage volume will be preserved over time; provided, however, that **no increased upstream or downstream flood hazard shall be created by any fill authorized in the floodplain** by this chapter or other applicable chapters. (Ord. 2011-013, 2011)

Thanks,

Chris Frei, PE
Senior Hydraulic Engineer
Watershed Science & Engineering
506 2nd Ave, Ste 2700
Seattle WA, 98104
206.521.3000

26.28	Acers
43,560.00	Sq Feet in an Acre
1,144,756.80	Total Sq. Ft
0.40	Depth of 100 year flood average
457,902.72	Cubic Feet of water
7.48	Number of gallons in a cubic feet
3,425,570.25	Total Gallons we need to compensate for

1.23	Acers
43,560.00	Sq Feet in an Acre
53,578.80	Total Sq. Ft
5.00	Depth of 100 year flood average
267,894.00	Cubic Feet of water
7.48	Number of gallons in a cubic feet
2,004,115.01	Total Gallons the borrow pit compensates for as of 8-11-19

1,421,455.23

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KITTITAS COUNTY

FLOOD CONTROL ZONE DISTRICT

FLOOD DEVELOPMENT PERMIT

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Flood elevation certificates will be **required** to be submitted to and be permanently maintained by the Public Works Department:

1. For construction drawings prior to issuance of a building permit
2. For a building under construction prior to scheduling of a framing inspection
3. For finished construction prior to issuance of a Certificate of Occupancy

411 N Ruby St, Suite 1
Ellensburg, WA 98926

T: 509.962.7523
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CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-47608014

GUARANTEE

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

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

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

Dated: April 26, 2021

CHICAGO TITLE INSURANCE COMPANY

Issued by:

AmeriTitle, LLC

101 W Fifth Ave.

Ellensburg, WA 98926

(509)925-1477

By: _____ President

ATTEST _____ Secretary

Authorized Signer

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

Subdivision Guarantee Policy Number: 72156-47608014

RECEIVED
AUG 11 2021
Kittitas County CDS

UPDATED
SUBDIVISION GUARANTEE

Order No.: 462445AM
Guarantee No.: 72156-47608014
Dated: July 26, 2021 @ 7:30 AM

Liability: $1,000.00
Fee: $350.00
Tax: $29.05

Your Reference: Palomino Fields Development, Ellensburg, WA 98926

Assured: Pat Deneen and Chad Bala

The assurances referred to on the face page are:

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

> Tract E, PALOMINO FIELDS PLAT - DIVISION IV, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 105 through 110, records of said County.

Title to said real property is vested in:

> Cle Elum Pines East, LLC, a Washington Limited Liability Company, and Cle Elum Pines West, LLC, a Washington Limited Liability Company, each as to an indeterminate interest

END OF SCHEDULE A

RECEIVED
AUG 11 2021
Kittitas County CDS

(SCHEDULE B)

Order No: 462445AM
Policy No: 72156-47608014

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

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records

5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

6. Taxes, including any assessments collected therewith, for the prior years, are paid. A new Parcel Number has been assigned as shown:
   Year: 2021
   New Parcel No.: 961599

7. Notice of possible (present and future) tap or connection charges levied, or to be levied, by the City of Ellensburg, notice of which is given by instrument recorded February 3, 1978, under Kittitas County Auditor's File No. 420037.

8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
   Granted To: H W Eldred
   Purpose: A right of way for certain ditch, creek and underground box, together with the right to go upon said premises for the purpose of maintaining, repairing and renewing said ditch, creek course and box
   Recorded: February 27, 1907
   Instrument No.: 17929
   Book 15 of Deeds, Page 118
   Affects: The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of said Section 27, lying North of the County Road

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

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

Granted To: City of Ellensburg
Purpose: Water pipe line
Dated: December 14, 1914
Instrument No.: 39134
Book 28 of Deeds, Page 338

10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company
Purpose: The right to erect and maintain poles with the necessary wires and fixtures thereon and to keep the same free from foliage, together with the right of way for purposes of repairs. "The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right of way intersects said fences.

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

Recorded: January 9, 1926
Instrument No.: 80185
Book 43, Page 98

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

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

Recorded: January 9, 1926
Instrument No.: 80187
Book 43, Page 100
Affects: NE Quarter of NW Quarter

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

12. Discrepancies in the dimensions of said Section 27, and in the location of section corners and quarter corners thereof, as shown on the following documents:
Short Plat recorded November 15, 1977, in Book A of Short Plats, Page 22, Auditor's File No. 418140;
Survey recorded October 30, 1981, in Book 9 of Surveys, Page 54, Auditor's File No. 456785;
Survey recorded February 20, 1997, in Book 22 of Surveys, Pages 174 and 175, Auditor's File No. 199702200014.

13. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 20, 1997
Book: 22 of Surveys Pages: 174 and 175
Instrument No.: 199702200014
Matters shown:
a) Easement "R"
b) Concrete ditch
c) Notes contained thereon
d) Location of fencelines in relation to property boundaries
e) Existing crossing

14. Contract for Reimbursement for Water/Sewer Facilities and the terms and conditions contained therein
Between: SSHI, LLC
And: City of Ellensburg
Recorded: August 5, 2008
Instrument No.: 200808050001

15. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in Declaration Palomino Fields Drainfield Restrictive Covenant
Recorded: March 29, 2016
Instrument No.: 201603290030

16. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division I,
Recorded: August 15, 2017
Book: 12 of Plats, Pages: 201 through 205
Instrument No.: 201708150016
Matters shown:
a) Approximate location of Currier Creek
b) Approximate location of Town Ditch/canal
c) Additional right-of-way dedicated to Kittitas County for the construction and maintenance of the cul-de-sac located at the West end of W. Bowers Road.
d) Location of fenceline in relation to property boundary
e) Dedications contained thereon
f) Notes contained thereon

Said plat was amended by plat amendments filed June 25, 2018 and December 3, 2019, under Auditor's File No. 201806250042 and 201912030032.

17. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division II,
Recorded: May 21, 2019
Book: 13 Page: 23 through 29
Instrument No.: 201905210014
Matters shown:
a) Approximate location of Currier Creek
b) Notes contained thereon
c) Dedication contained thereon

18. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division V,
Recorded: February 25, 2020
Book: 13 of Surveys Page: 88 through 91
Instrument No.: 202002250022
Matters shown:
a) Dedication thereon
b) Surveyor's Narrative Thereon
c) Notes thereon

19. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: March 31, 2020
Instrument No.: 202003170015

20. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division IV,
Recorded: January 21, 2021
Book: 13 of Surveys Page: 105 through 110
Instrument No.: 202101210112
Matters shown:
a) Notes thereon
b) Surveyor's Narrative thereon
c) Dedications thereon

21. Liens, levies and assessments of the Palomino Fields Water System, Inc..

22. Liens, levies and assessments of the Palomino Fields Utilities, Inc..

23. Water Service Agreement and the terms and conditions contained therein
Between: Cle Elum Pines West, LLC and Cle Elum Pines East, LLC
And: Palomino Fields Water System, Inc.
Recorded: July 1, 2021
Instrument No.: 202107010042

24. Irrigation Service Agreement and the terms and conditions contained therein
Between: Cle Elum Pines West, LLC and Cle Elum Pines East, LLC
And: Palomino Fields Utilities, Inc.
Recorded: July 1, 2021
Instrument No.: 202107010043

25. Drain Fields Use Agreement and the terms and conditions contained therein
Between: Cle Elum Pines West, LLC and Cle Elum Pines East, LLC
And: Palomino Fields Utilities, Inc.
Recorded: July 1, 2021
Instrument No.: 202107010044

END OF EXCEPTIONS

Notes:

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

b. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Tract E, PALOMINO FIELDS PLAT - DIVISION IV, Book 13 of Plats, pgs 105-110

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

END OF GUARANTEE

07/01/2021 02:29:35 PM 202107010042
Page:1 of 8
$110.50 PALOMINO FIELDS UTILITIES
Agreement
Kittitas County Auditor

Return to:
Palomino Fields Utilities, Inc.
301 West 1st Street
Cle Elum, WA 98922

REVIEWED
JUL 01 2021
KITTITAS COUNTY TREASURER
INITIALS:

TITLE OF DOCUMENT:
DRAIN FIELDS USE AGREEMENT

PARTIES TO DOCUMENT:

GRANTORS: Cle Elum Pines West, LLC
Cle Elum Pines East, LLC
P.O. Box 808
Cle Elum, WA 98922

GRANTEE: Palomino Fields Water System, Inc.
304 West 1st Street
Cle Elum, WA 98922

Tax Assessor Parcel No.: 961599, 961600, 961601, 961602, 961604, 961573, 961574, 961575, 961576, 961577, 961578, 961579, 961580, 961581, 961582, 961583

Abbreviated Legal: A portion of the Northwest quarter of Section 27, Township 18, Range 18 W.M., Kittitas County, Washington State. Full Legal Description attached as Exhibit A.

RECEIVED
AUG 11 2021
Kittitas County CDS

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (this **"Agreement"**) is made as of June 28, 2021 by and between Cle Elum Pines West, LLC and Cle Elum Pines East, LLC both being Washington State Limited Liability Companies (**"Developer"**) and Palomino Fields Water System, Inc. (**"Utility"**). The Developer and the Utility are together sometimes herein referred to as the **"Parties"** and individually as a **"Party"**.

RECITALS:

A. Developer is the owner of fee title to that certain real property described in **Exhibit A** attached hereto and made a part hereof to be developed and constructed as a residential community (individually a **"Lot"** and collectively, the **"Community"**).

B. Utility owns and operates a Washington State Department of Health (DOH) approved Group A Water System (the **"Water System"**) that serves the Community.

C. Developer and Utility desire to agree to the operation of the Water System for the benefit of the Community, on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual benefits contained and derived hereunder, the Developer and Utility for and on behalf of themselves and their respective successors in interest and assigns, do hereby declare and establish the following Agreement and further declare that the Community and each Lot shall be held, sold and conveyed together with and subject to this agreement and the following rights and obligations, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Community.

1. **Construction, Operation and Maintenance of Water System Facilities.**

a. The initial construction of the Water System shall be the responsibility of Developer, at its sole cost and expense, until the Developer has conveyed all of the Lots to a person, other than Developer, for residential purposes.

b. Each Lot shall be responsible for the cost and expenses of connection of Lot improvements, including residences, to the Water System. All connections shall be subject to Utility design standards, specifications, fees and final approval.

c. The ongoing operation and maintenance of the Water System shall be the responsibility of the Utility, the cost and expense of which shall be borne equally by each Lot in the Community, as provided herein.

2. **Connection.**

a. Each Lot shall be assessed a one-time connection fee in the amount of SEVEN HUNDRED AND FIFTY DOLLAR AND NO/100 ($750.00) per Lot as a condition to connection to the Water System.

b. Each person that owns or holds fee title interest in any Lot, other than

Developer, for residential purposes shall, prior to receiving water service from Utility, enter into an agreement with Utility (a **"User Agreement"**) and shall have received a Water Availability letter from Utility if requested.

3. **Water System Operation/Maintenance Charge.** Utility shall assess each Lot and each Lot shall be equally responsible for all costs and expenses for maintenance, operation and administration of the Water System including reserves for capital improvements and replacements.

a. Operation/Maintenance Fee. Grantee shall invoice the Lots on a monthly basis for Water System charges for maintenance, operation, administration and reserves. Payment for the monthly Operation/Maintenance fee shall be due and payable ten (10) days after invoice date.

b. Initial Monthly Fee. The initial fee for the Water System shall be FORTY SIX AND NO/100 ($46.00) per month (the **"Monthly Fee"**).

c. Annual Fee Adjustments. The Monthly Fee shall be adjusted annually beginning January 1, 2022 by a factor equal to changes in the Consumer Price Index - All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics, provided that such annual increase shall not be less than three percent (3%) nor greater than ten percent (10.0%) for any year. The adjustment shall be calculated each October based on changes in the CPI-U from the previous October.

d. Other fees. From time to time, the Utility may establish such other reasonable fees and costs necessary for the operation of the Water System, to be assessed to the Lots in a fair and equitable manner.

4. **Special Assessments.** All Lot shall be further subject to equal assessments for costs, expenses, maintenance, repair and replacement of Water System improvements and facilities caused by unforeseen, extraordinary or unexpected occurrences or conditions including the following:

a. Special Maintenance. Special Maintenance means costs and expenses that are not anticipated such as flood damage, fire damage, major component loss, and other unforeseen damages to the Water System and appurtenant Water System facilities.

b. Special Maintenance Fees. In the event of unforeseen damages to the Water System and appurtenant Water System facilities that require repair, maintenance, reconstruction, replacement or other similar improvement or replacement, each Lot shall be assessed for an equal pro rata share of such costs and expenses. Payment for said assessment shall be due and payable thirty (30) days after invoice date.

c. Lot-Caused Maintenance/Repair. Any Lot that damages or impairs functions of the Water System and/or appurtenant Water System facilities shall be individually responsible and liable for such costs and expenses relating to said damage or impairment. Such assessments shall be invoiced and shall be due and payable thirty (30) days after invoice date.

d. Ownership Change Fee. There shall be an ownership change fee of $250 for each change in ownership of a Lot following initial connection to the Water System. There shall be annual adjustments to this fee as described in Section 3.c.

5. **Reserves Fund.**

a. Use. The Utility shall create a reserve fund which shall be used for Atypical Maintenance which is defined as that maintenance that is beyond the scope of the regular ongoing operations and maintenance of the system.

b. Reserve Fund Minimum Amount. Utility shall maintain a reserve fund (the **"Reserve Fund"**) with a minimum of THREE THOUSAND DOLLARS AND NO/100 ($3000.00) (the **"Minimum Reserve"**). If the Reserve Fund falls below the Minimum Reserve, each Lot shall be assessed TEN DOLLARS ($10.00) per month, together with the Monthly Fee, until the Minimum Reserve is replenished.

c. Reserve Fund Fee Adjustments. The amount of the Reserve Fund and assessments for the replenishing fees shall be adjusted annually beginning January 1, 2022 by an escalation factor equal to changes in the Consumer Price Index - All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics, which shall be calculated each October based on changes in the CPI-U from the previous October. In no instance shall the CPI-U change be applied if it results in a smaller payment than the previous year's payment. As to any period during which fees have been waived, the CPI-U shall accrue to the rate during such waiver period. In no event shall the increase be less than three percent (3%) or greater than ten percent (10.0%) annually, for any year.

6. **Covenants and Developer and Utility.** Utility shall operate the Water System for the benefit of properties within the Water System Service Area in accordance with DOH permits and applicable law including Chapter 246 of the Washington Administrative Code; provided that the costs and expense of such operation shall be assessed to each lot as provided herein. All Lots within the Community shall have the right and obligation to connect to and utilize the Water System for potable water service for any residential or other lawful purposes; provided that connection to the Water System and receipt of water shall be in accordance with the standards, specifications, rules and policies of the Utility as may be promulgated from time to time, and subject to payment of connection fees, Water System operation/maintenance charges and special assessments, as provided herein.

7. **Binding Affect and Enforcement.** By acceptance of any interest in any Lot or a portion thereof whether by deed, lease, rental or other interest or conveyance in and to any Lot, regardless whether or not it shall be so expressed in such document, a Lot and any individual or entity holding possessory interest in a Lot shall be deemed to covenant and agree to all terms of this Agreement, including but not limited to, paying all costs and charges arising pursuant to this Agreement within 30 days of invoice, all of which will be charged upon such Lot and shall further be a continuing lien upon the lot against which charges are made.

8. **Default.** In the event of default in payment of a monthly invoice or special assessment, the delinquent balance shall bear interest at twelve percent (12%) per annum until paid in full.

a. All unpaid sums shall constitute a lien on the lot and all its appurtenances from the date of default until fully paid. Such lien shall become effective upon recording of a notice of lien with Kittitas County Auditor and may be foreclosed in the same manner as materialman's

lien under Washington state law.

b. All such charges, together with interest, attorney fees and costs necessary to collect the same, shall also be the joint and several personal obligation of any person or party who is an equitable or legal interest holder in such lot at such time such charge became due. Non- use, abandonment, or subsequent sale or conveyance of the lot shall not relieve the responsible party of obligations hereunder.

c. In addition to lien rights hereunder, Grantee may pursue such other remedies as available under law. The remedies are cumulative and Grantee may pursue them either concurrently or in any order.

9. **Covenant Running with Land.** This Agreement and the restrictions and covenants established herein, shall run with the land and be binding upon the properties and all successors and assigns. Anything herein to the contrary notwithstanding, no rights in or to the general public are created hereby.

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

11. **Choice of Law/Disputes.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Washington.

12. **Continuing Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, and signed counterparts may be delivered by electronic transmission, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[*The remainder of this page is blank. Signatures are provided on the following page.*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on the day and year first above written.

Grantor

By:_____
Pat Deneen, Manager
Cle Elum Pines West, LLC

Grantor

By:_____
Pat Deneen, Manager
Cle Elum Pines East, LLC

Grantee

By:_____
Pat Deneen, President

STATE OF WASHINGTON)
)
County of Kittitas)

I certify that I know or have satisfactory evidence that Pat Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of Cle Elum Pines West, LLC and the Manager of Cle Elum Pines East, LLC to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

_____
NOTARY PUBLIC
Residing at:_____
My Commission Expiries: _____

STATE OF WASHINGTON)
)
County of Kittitas)

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

Dated: _____

_____
NOTARY PUBLIC
Residing at:_____
My Commission Expiries: _____

EXHIBIT A
Legal Description of Lots and Community

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division IV Plat in Volume 13 at Page 102 and recorded under the Kittitas County Auditors Recording Number 202101210112 including and limited to Tracts E, F, G, H, L as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

AND

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division III Plat in Volume 13 at Page 105 and recorded under the Kittitas County Auditors Recording Number 202012030070 including and limited to Lots 1 through 11 as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

End of Exhibit A

07/01/2021 02:29:35 PM 202107010043
$110.50 Page:1 of 8
Agreement PALOMINO FIELDS UTILITIES
Kittitas County Auditor

Return to:
Palomino Fields Utilities, Inc.
301 West 1st Street
Cle Elum, WA 98922

REVIEWED
JUL 01 2021
KITTITAS COUNTY TREASURER
INITIALS:

TITLE OF DOCUMENT:
IRRIGATION AGREEMENT

PARTIES TO DOCUMENT:

GRANTORS: Cle Elum Pines West, LLC
Cle Elum Pines East, LLC
P.O. Box 808
Cle Elum, WA 98922

GRANTEE: Palomino Fields Utilities, Inc.
304 West 1st Street
Cle Elum, WA 98922

Tax Assessor Parcel No.: 961599, 961601, 960602, 961580, 961604, 961600, 961573, 961574, 961575, 961576, 961577, 961578, 961579, 961580, 961580, 961581, 961582, 961583

Abbreviated Legal: A portion of the Northwest quarter of Section 27, Township 18, Range 18 W.M., Kittitas County, Washington State. Full Legal Description attached as Exhibit A.

RECEIVED
AUG 11 2021
Kittitas County CDS

IRRIGATION SERVICE AGREEMENT

THIS IRRIGATION SERVICE AGREEMENT (this **"Agreement"**) is made as of June 28, 2021 by and between Cle Elum Pines West, LLC and Cle Elum Pines East, LLC both being Washington State Limited Liability Companies (**"Developer"**) and Palomino Fields Utilities, Inc. (**"Utility"**). The Developer and the Utility are together sometimes herein referred to as the **"Parties"** and individually as a **"Party"**.

RECITALS:

A. Developer is the owner of fee title to that certain real property described in **Exhibit A** attached hereto and made a part hereof to be developed and constructed as a residential community (individually a **"Lot"** and collectively, the **"Community"**).

B. Utility owns and operates the Irrigation System Irrigation(the **"Irrigation System"**) that serves the Community.

C. Developer and Utility desire to agree to the operation of the Irrigation System for the benefit of the Community, on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual benefits contained and derived hereunder, the Developer and Utility for and on behalf of themselves and their respective successors in interest and assigns, do hereby declare and establish the following Agreement and further declare that the Community and each Lot shall be held, sold and conveyed together with and subject to this agreement and the following rights and obligations, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Community.

1. **Construction, Operation and Maintenance of Irrigation System Facilities.**

a. The initial construction of the Irrigation System shall be the responsibility of Developer, at its sole cost and expense, until the Developer has conveyed all of the Lots to a person, other than Developer, for residential purposes.

b. Each Lot shall be responsible for the cost and expenses of connection of Lot improvements, including residences, to the Irrigation System. All connections shall be subject to Utility design standards, specifications, fees and final approval.

c. The ongoing operation and maintenance of the Irrigation System shall be the responsibility of the Utility, the cost and expense of which shall be borne equally by each Lot in the Community, as provided herein.

2. **Connection.**

a. Each Lot shall be assessed a one-time connection fee in the amount of SEVEN HUNDRED AND FIFTY DOLLAR AND NO/100 ($750.00) per Lot as a condition to connection to the Irrigation System.

b. Each person that owns or holds fee title interest in any Lot, other than

Developer, for residential purposes shall, prior to receiving Irrigation service from Utility, enter into an agreement with Utility (a **"User Agreement"**).

3. **Irrigation System Operation/Maintenance Charge.** Utility shall assess each Lot and each Lot shall be equally responsible for all costs and expenses for maintenance, operation and administration of the Irrigation System including reserves for capital improvements and replacements.

a. Operation/Maintenance Fee. Grantee shall invoice the Lots on a monthly basis for Irrigation System charges for maintenance, operation, administration and reserves. Payment for the monthly Operation/Maintenance fee shall be due and payable ten (10) days after invoice date.

b. Initial Monthly Fee. The initial fee for the Irrigation System shall be FORTY SIX AND NO/100 ($46.00) per month (the **"Monthly Fee"**).

c. Annual Fee Adjustments. The Monthly Fee shall be adjusted annually beginning January 1, 2022 by a factor equal to changes in the Consumer Price Index - All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics, provided that such annual increase shall not be less than three percent (3%) nor greater than ten percent (10.0%) for any year. The adjustment shall be calculated each October based on changes in the CPI-U from the previous October.

d. Other fees. From time to time, the Utility may establish such other reasonable fees and costs necessary for the operation of the Irrigation System, to be assessed to the Lots in a fair and equitable manner.

4. **Reserves Fund.**

a. Use. The Utility shall create a reserve fund which shall be used for Atypical Maintenance which is defined as that maintenance that is beyond the scope of the regular ongoing operations and maintenance of the system.

b. Reserve Fund Minimum Amount. Utility shall maintain a reserve fund (the **"Reserve Fund"**) with a minimum of THREE THOUSAND DOLLARS AND NO/100 ($3000.00) (the **"Minimum Reserve"**). If the Reserve Fund falls below the Minimum Reserve, each Lot shall be assessed TEN DOLLARS ($10.00) per month, together with the Monthly Fee, until the Minimum Reserve is replenished.

c. Reserve Fund Fee Adjustments. The amount of the Reserve Fund and assessments for the replenishing fees shall be adjusted annually beginning January 1, 2022 by an escalation factor equal to changes in the Consumer Price Index - All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics, which shall be calculated each October based on changes in the CPI-U from the previous October. In no instance shall the CPI-U change be applied if it results in a smaller payment than the previous year's payment. As to any period during which fees have been waived, the CPI-U shall accrue to the rate during such waiver period. In no event shall the increase be less than three percent (3%) or greater than ten percent (10.0%) annually, for any year.

5. **Special Assessments.** All Lot shall be further subject to equal assessments for costs, expenses, maintenance, repair and replacement of Irrigation System improvements and facilities caused by unforeseen, extraordinary or unexpected occurrences or conditions including the following:

a. Special Maintenance. Special Maintenance means costs and expenses that are not anticipated such as flood damage, fire damage, major component loss, and other unforeseen damages to the Irrigation System and appurtenant Irrigation System facilities.

b. Special Maintenance Fees. In the event of unforeseen damages to the Irrigation System and appurtenant Irrigation System facilities that require repair, maintenance, reconstruction, replacement or other similar improvement or replacement, each Lot shall be assessed for an equal pro rata share of such costs and expenses. Payment for said assessment shall be due and payable thirty (30) days after invoice date.

c. Lot-Caused Maintenance/Repair. Any Lot that damages or impairs functions of the Irrigation System and/or appurtenant Irrigation System facilities shall be individually responsible and liable for such costs and expenses relating to said damage or impairment. Such assessments shall be invoiced and shall be due and payable thirty (30) days after invoice date.

d. Lot is responsible for all maintenance and repair costs from the connection to the main distribution line to the Lots service connection.

e. Ownership Change Fee. There shall be an ownership change fee of $250 for each change in ownership of a Lot following initial connection to the Irrigation System. There shall be annual adjustments to this fee as described in Section 3.c.

6. **Covenants and Developer and Utility.** Utility shall operate the Irrigation System for the benefit of properties within the Irrigation System Service Area in accordance with the specified irrigation rules and policies the irrigation district or company that provides irrigation water to the community and applicable law.; provided that the costs and expense of such operation shall be assessed to each lot as provided herein. All Lots within the Community shall have the right and obligation to connect to and utilize the Irrigation System for Irrigation service for any residential irrigation or other lawful purposes; provided that connection to the Irrigation System and receipt of Irrigation shall be in accordance with the standards, specifications, rules and policies of the Utility as may be promulgated from time to time, and subject to payment of connection fees, Irrigation System operation/maintenance charges and special assessments, as provided herein.

7. **Binding Affect and Enforcement.** By acceptance of any interest in any Lot or a portion thereof whether by deed, lease, rental or other interest or conveyance in and to any Lot, regardless whether or not it shall be so expressed in such document, a Lot and any individual or entity holding possessory interest in a Lot shall be deemed to covenant and agree to all terms of this Agreement, including but not limited to, paying all costs and charges arising pursuant to this Agreement within 30 days of invoice, all of which will be charged upon such Lot and shall further be a continuing lien upon the lot against which charges are made.

8. **Default.** In the event of default in payment of a monthly invoice or special assessment, the delinquent balance shall bear interest at twelve percent (12%) per annum until

paid in full.

a. All unpaid sums shall constitute a lien on the lot and all its appurtenances from the date of default until fully paid. Such lien shall become effective upon recording of a notice of lien with Kittitas County Auditor and may be foreclosed in the same manner as materialman's lien under Washington state law.

b. All such charges, together with interest, attorney fees and costs necessary to collect the same, shall also be the joint and several personal obligation of any person or party who is an equitable or legal interest holder in such lot at such time such charge became due. Non- use, abandonment, or subsequent sale or conveyance of the lot shall not relieve the responsible party of obligations hereunder.

c. In addition to lien rights hereunder, Grantee may pursue such other remedies as available under law. The remedies are cumulative and Grantee may pursue them either concurrently or in any order.

9. **Covenant Running with Land.** This Agreement and the restrictions and covenants established herein, shall run with the land and be binding upon the properties and all successors and assigns. Anything herein to the contrary notwithstanding, no rights in or to the general public are created hereby.

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

11. **Choice of Law/Disputes.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Washington.

12. **Continuing Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, and signed counterparts may be delivered by electronic transmission, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[*The remainder of this page is blank. Signatures are provided on the following page.*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on the day and year first above written.

Cle Elum Pines West, LLC

By:_____
Pat Deneen, Manager

Cle Elum Pines East, LLC

By:_____
Pat Deneen, Manager

Palomino Fields Utilities, Inc.

By:_____
Pat Deneen, President

STATE OF WASHINGTON)
)
County of Kittitas)

I certify that I know or have satisfactory evidence that Pat Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of Cle Elum Pines West, LLC and the Manager of Cle Elum Pines East, LLC to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 28, 2021

NOTARY PUBLIC

Residing at Cle Elum

My Commission Expiries: _____

STATE OF WASHINGTON)
)
County of Kittitas)

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

Dated: June 28, 2021

NOTARY PUBLIC

Residing at Cle Elum

My Commission Expiries: _____

EXHIBIT A
Legal Description of Lots and Community

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division IV Plat in Volume 13 at Page 102 and recorded under the Kittitas County Auditors Recording Number 202101210112 including and limited to Tracts E, F, G, H, L as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

AND

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division III Plat in Volume 13 at Page 105 and recorded under the Kittitas County Auditors Recording Number 202012030070 including and limited to Lots 1 through 11 as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

End of Exhibit A

07/01/2021 02:29:35 PM 202107010044
$112.50 Page: 1 of 10
Agreement PALOMINIO FIELD UTILITIES
Kittitas County Auditor

Return to:
Palomino Fields Utilities, Inc.
301 West 1st Street
Cle Elum, WA 98922

REVIEWED
JUL 01 2021
KITTITAS COUNTY TREASURER
INITIALS:

TITLE OF DOCUMENT:
DRAIN FIELDS USE AGREEMENT

PARTIES TO DOCUMENT:

GRANTORS: Cle Elum Pines West, LLC
Cle Elum Pines East, LLC
P.O. Box 808
Cle Elum, WA 98922

GRANTEE: Palomino Fields Utilities, Inc.
304 West 1st Street
Cle Elum, WA 98922

Tax Assessor Parcel No.: 961599, 961600, 961601, 961602, 961604, 961573, 961574, 961575, 961576, 961577, 961578, 961579, 961580, 961581, 961582, 961583

Abbreviated Legal: A portion of the Northwest quarter of Section 27, Township 18, Range 18 W.M., Kittitas County, Washington State. Full Legal Description attached as Exhibit A.

DRAIN FIELDS USE AGREEMENT

THIS DRAIN FIELDS USE AGREEMENT (this **"Agreement"**) is made as of June 28, 2021 by and between Cle Elum Pines West, LLC and Cle Elum Pines East, LLC both being Washington State Limited Liability Companies (**"Developer"**) and Palomino Fields Utilities, Inc. (**"Utility"**). The Developer and the Utility are together sometimes herein referred to as the **"Parties"** and individually as a **"Party"**.

RECITALS:

A. Developer is the owner of fee title to that certain real property described in **Exhibit A** attached hereto and made a part hereof to be developed and constructed as a residential community (individually a **"Lot"** and collectively, the **"Community"**).

B. Utility is the owner of fee title to that certain real property referred to herein as the **"Drain Fields,"** as defined below with said drain fields located within the property as legally description on **Exhibit B** attached here.

C. Developer and Utility desire to permit the use of the Drain Fields by the Community, on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual benefits contained and derived hereunder, the Developer and Utility for and on behalf of themselves and their respective successors in interest and assigns, do hereby declare and establish the following Agreement and further declare that all of the Drain Fields, the Community, and each Lot shall be held, sold and conveyed together with and subject to this agreement and the following rights and obligations, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Community.

1. Definitions:

"Atypical Maintenance" shall mean and refer to that maintenance that is beyond the scope of the regular ongoing operations and maintenance of the system.

"Black Water" shall mean and refer to liquid flow that has been treated by the Lot Septic System and then pumped from the pump chamber through the Delivery Pipe to the System Collection Line (also referred to as wastewater).

"Delivery Pipe" shall mean and refer to a pipe that connects the outflow side of the Lot Septic System to the System Collection Line including but not limited to the pipeline, all connections and back flow device.

"Drain Field Facilities" shall mean and refer to improvements, structures, and facilities located within the Drain Fields that treat Black Water.

"Lot Septic System" or **"Lot Septic Systems"** shall mean and refer to that portion of the Septic System located on a Lot, or collectively to all the Lot Septic Systems in the Community, including but not limited to, the septic tank, the pump chamber, pipes, electronics

and Delivery Pipe.

"Owners" means and refers to persons or entities, other than Developer, that own any interest in any Lot.

"System Connection Line" means and refers to a pipeline that moves the Black Water from the Delivery Pipe to the Drain Field Facilities.

2. **Construction, Operation and Maintenance of Drain Field Facilities.**

a. Construction of Drain Fields. Developer is responsible for the design, permitting and construction of the Drain Field Facilities.

b. Construction of on Lot Septic Systems. The Owner of a Lot, including the Developer during the period in which Developer is the Owner, shall be responsible for the design permitting, construction, maintenance and operation of that Lot Septic System on each Lot, including without limitation, connecting to the System Collection Line as directed by Utility.

c. Responsibilities of Utility. Utility will operate and maintain the all aspects of the Drainage Field Facilities, including but not limited to the operation and maintenance of the System Collection Line.

3. **Connection Fee.** Developer shall pay a one-time connection fee of SEVEN HUNDRED AND FIFTY DOLLARS AND NO/100 ($750.00) fee per Lot to connect to the Drain Field Facilities (the **"Connection Fee"**); FIVE HUNDRED DOLLARS AND NO/100 ($500.00) of which shall fund the Reserves, as provided below.

4. **Drain Field Operation/Maintenance Charge.** Each Owners shall be responsible for an equal share of all costs and expenses for maintenance, operation and administration of the Drain Field Facilities (**"Operations and Maintenance Costs"**), and for funding reserves for capital improvements and replacements of the Drain Field Facilities (**"Reserves"**).

a. Operation/Maintenance Fee. Utility shall invoice Owners on a monthly basis for Operation and Maintenance Costs and for Reserves, which such invoice shall be due and payable ten (10) days after invoice date, to commence from first day of the month following the date of connection of the Lot to the System Delivery Line.

b. The initial monthly fee (the **"Monthly Fee"**) for the Drain Fields shall be FORTY-SIX DOLLARS AND NO/100 ($46.00), solely for Operation and Maintenance Costs.

c. Annual Fee Adjustments. The fee shall be adjusted annually beginning January 1, 2022 by a factor equal to changes in the Consumer Price Index - All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics, provided that such annual increase shall not be less than three percent (3%) nor greater than ten percent (10.0%) for any year. The adjustment shall be calculated each October based on changes in the CPI-U from the previous October.

5. **Ownership Change Fee.** There shall be a fee of $250 for each change in ownership of a Lot following the commencement of the Monthly Fee, subject to annual adjustments to this fee as described in Section 4.c, above.

6. **Use of Reserves.**

a. Use. The reserve fund shall be used for Atypical Maintenance.

b. Reserve Fund Minimum Amount. Utility shall maintain a reserve fund (the "**Reserve Fund**") with a minimum of THREE THOUSAND DOLLARS AND NO/100 ($3000.00) (the "**Minimum Reserve**"). If the Reserve Fund falls below the Minimum Reserve, each Lot shall be assessed TEN DOLLARS ($10.00) per month, together with the Monthly Fee, until the Minimum Reserve is replenished.

c. Reserve Fund Fee Adjustments. The amount of the Reserve Fund and the replenishing fees shall be adjusted annually beginning January 1, 2022 by an escalation factor equal to changes in the Consumer Price Index - All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics, which shall be calculated each October based on changes in the CPI-U from the previous October. In no instance shall the CPI-U change be applied if it results in a smaller payment than the previous year's payment. As to any period during which fees have been waived, the CPI-U shall accrue to the rate during such waiver period. In no event shall the increase be less than three percent (3%) or greater than ten percent (10.0%) annually, for any year.

7. **Special assessments.** All Owners shall be further subject to equal assessments for cost, expenses, maintenance, repair and replacement of septic system improvements and facility caused by unforeseen extraordinary or unexpected occurrences or conditions including the following:

a. Special maintenance. Special maintenance means cost and expenses that are not anticipated such as flood damage, fire damage, major component loss, and other unforeseen damages to the septic system and appropriate septic system facilities.

b. Special maintenance fees. In the event of unforeseen damages to the septic system in the appurtenant septic system facilities that require repair, maintenance, reconstruction, replacement or other similar improvement or replacement, each lot and owner shall be assessed for an individual pro rata share of such cost and expenses.

c. In instances where Atypical or special maintenance is required by the system, cost of said maintenance shall first be paid by the reserve fund and if that is exhausted, the remaining cost shall share equally with each Lot, with such assessments being due and payable within thirty (30) days after invoice date.

8. **Covenants of Developer and Utility.**

a. Utility shall operate and maintain the Drain Fields Facilities for the benefit of the Community in accordance with applicable permits and law.

b. All Lots within the Community shall have the right and obligation to connect to and utilize the Drain Field Facilities for any residential or other authorized use of a lot or parcel within Community; provided that only residential sewage, as defined within Chapter 246 of the Washington Administrative Code (WAC) will be processed by and through the Drain Field Facilities.

c. Any and all connections to the community septic and drain field system shall be in accordance with standards, specifications, conditions, rules and policies as may established by Utility from time to time.

d. Developer and Owners obtain and maintain a septic tank permit from Kittitas County Health District.

e. Each Lot shall design, permit and construct that portion of the septic system located within such Lot in accordance with Chapter 246 of the Washington Administrative Code (WAC) and as approved by the Kittitas County Health Department; provided that each Lot shall provide to Utility the septic system design document for review and approval, prior to submittal to Kittitas County.

9. **Binding Affect and Enforcement.** By acceptance of any interest in any Lot or a portion thereof whether by deed, lease, rental or other interest or conveyance in and to any Lot, regardless whether or not it shall be so expressed in such document, each Owner is deemed to covenant and agree to all terms of this Agreement, including but not limited to, paying all costs and charges arising pursuant to this Agreement as provided herein, all of which will be charged upon such Lot and shall further be a continuing lien upon the lot against which charges are made.

10. **Default.** In the event of default in payment of a monthly invoice or special assessment, the delinquent balance shall bear interest at twelve percent (12%) per annum until paid in full.

a. All unpaid sums shall constitute a lien on the lot and all its appurtenances from the date of default until fully paid. Such lien shall become effective upon recording of a notice of lien with Kittitas County Auditor and may be foreclosed in the same manner as materialman's lien under Washington state law.

b. All such charges, together with interest, attorney fees and costs necessary to collect the same, shall also be the joint and several personal obligation of any person or party who is an equitable or legal interest holder in such lot at such time such charge became due. Nonuse, abandonment, or subsequent sale or conveyance of the lot shall not relieve the responsible party of obligations hereunder.

c. In addition to lien rights hereunder, Grantee may pursue such other remedies as available under law. The remedies are cumulative, and Grantee may pursue them either concurrently or in any order.

11. **Condemnation.** If any Easement or Property described herein, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the portion of the Easement or Property area which is taken. If all or any part of the Easement area is taken, this Agreement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the Easement or Property area shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the Easement or Property area so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the Easement from seeking compensation from the condemning agency, only, for loss of the Easement.

12. **Attorney's Fees and Costs.** If any party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in any proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Agreement to an attorney for the enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall, in addition to all other payments required, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

13. **Choice of Law/Disputes.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Washington.

14. **Continuing Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, and signed counterparts may be delivered by electronic transmission, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[*The remainder of this page is blank. Signatures are provided on the following page.*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed on the day and year first above written.

Cle Elum Pines West, LLC

By:_____
Pat Deneen, Manager

Cle Elum Pines East, LLC

By:_____
Pat Deneen, Manager

Palomino Fields Utilities, Inc.

By:_____
Pat Deneen, President

STATE OF WASHINGTON)
)
County of Kittitas)

I certify that I know or have satisfactory evidence that Pat Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of Cle Elum Pines West, LLC and the Manager of Cle Elum Pines East, LLC to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

_____
NOTARY PUBLIC
Residing at:_____
My Commission Expiries: _____

STATE OF WASHINGTON)
)
County of Kittitas)

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

Dated: _____

_____
NOTARY PUBLIC
Residing at:_____
My Commission Expiries: _____

EXHIBIT A
Legal Description of Lots and Community

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division IV Plat in Volume 13 at Page 102 and recorded under the Kittitas County Auditors Recording Number 202101210112 including and limited to Tracts E, F, G, H, L as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

AND

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division III Plat in Volume 13 at Page 105 and recorded under the Kittitas County Auditors Recording Number 202012030070 including and limited to Lots 1 through 11 as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

End of Exhibit A

EXHIBIT B
Legal Description of Drain Fields

Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division IV Plat in Volume 13 at Page 105 and recorded under the Kittitas County Auditors Recording Number 202101210112 including and limited to Tracts F, G, H, L as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

End of Exhibit B

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

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Greg L. Smith
Secretary

RECEIVED
AUG 11 2021
Kittitas County CDS

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms.**
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. **Notice of Claim to be Given by Assured Claimant.**
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. **No Duty to Defend or Prosecute.**
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company

to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. **Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. **Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. **Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. **Limitation of Liability.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent

manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**

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

Order No.: 382424AM | Liability: $1,000.00 | Fee: $350.00 plus $150.00 work charge
Tax: $41.50

Name of Assured: **Western Pacific Engineering**

Date of Guarantee: June 12, 2020

The assurances referred to on the face page hereof are:

1. Title is vested in:

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

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of Washington.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

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

By: _____
Authorized Countersignature

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

File No.: 382424AM

RECORD MATTERS

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

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

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

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

5. Tax Year: 2020
   Tax Type: County
   Total Annual Tax: $173.94
   Tax ID #: 960974
   Taxing Entity: Kittitas County Treasurer
   First Installment: $86.97
   First Installment Status: Paid
   First Installment Due/Paid Date: April 30, 2020
   Second Installment: $86.97
   Second Installment Status: Paid
   Second Installment Due/Paid Date: October 31, 2020
   Affects: Tract B

6. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

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

7. Notice of possible (present and future) tap or connection charges levied, or to be levied, by the City of Ellensburg, notice of which is given by instrument recorded February 3, 1978, under Kittitas County Auditor's File No. 420037.

8. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
   Granted To: Chicago, Milwaukee and St Paul Railway Company of Washington
   Purpose: Portable snow fences
   Recorded: March 20, 1907
   Instrument No.: 18106
   Book 14 of Deeds, Page 482

9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
   Granted To: H W Eldred
   Purpose: A right of way for certain ditch, creek and underground box, together with the right to go upon said premises for the purpose of maintaining, repairing and renewing said ditch, creek course and box
   Recorded: February 27, 1907
   Instrument No.: 17929
   Book 15 of Deeds, Page 118
   Affects: The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of said Section 27, lying North of the County Road

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

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

11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Pacific Telephone and Telegraph Company
Purpose: The right to erect and maintain poles with the necessary wires and fixtures thereon and to keep the same free from foliage, together with the right of way for purposes of repairs. "The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right of way intersects said fences.

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

Recorded: January 9, 1926
Instrument No.: 80185
Book 43, Page 98
Affects: Tract 1 and other land

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

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

Recorded: January 9, 1926
Instrument No.: 80187
Book 43, Page 100
Affects: Tract 1 and other land (NE Quarter of NW Quarter)

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

13. Any rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Kittitas County Short Plat No. 77-12,
Recorded: November 15, 1977
Book: A of Short Plats, Page: 22
Instrument No.: 418140
Fact(s): Surveyor's Note: "Legal description for the Don Herr property doesn't close by 3'"

14. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by the Preston & O'Neill Short Plat,
Recorded: November 15, 1977
Book: A of Short Plats Page: 22
Instrument No.: 418140
Matters shown:
a) Location of fence line in relation of the common boundary line
b) Location of Town Ditch canal in relation to boundary line
Affects: Tract 1

15. Discrepancies in the dimensions of said Section 27, and in the location of section corners and quarter corners thereof, as shown on the following documents:
Short Plat recorded November 15, 1977, in Book A of Short Plats, Page 22, Auditor's File No. 418140;
Survey recorded October 30, 1981, in Book 9 of Surveys, Page 54, Auditor's File No. 456785;
Survey recorded February 20, 1997, in Book 22 of Surveys, Pages 174 and 175, Auditor's File No. 199702200014.

16. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 20, 1997
Book: 22 of Surveys Pages: 174 and 175
Instrument No.: 199702200014
Matters shown:
a) Easement "R"
b) Concrete ditch
c) Notes contained thereon
d) Location of fencelines in relation to property boundaries
e) Existing crossing

17. Any question which may arise due to apparent conflict in the name(s) of the creek(s) creating the boundaries of a portion of said premises. We note that the creek referenced in legal description of the Northwest Quarter of the Northwest Quarter of said Section 27 is "Reecer Creek", and that the creek delineated on survey recorded October 15, 1997, in Book 23 of Surveys, Pages 4 and 5, under Auditor's File No. 199710150001 in Section 22 is "Currier Creek". It would appear from information available to this Company that the said creek(s) is/are in fact one and the same, and is in fact "Currier Creek".

18. Agreement for Purchase of Power and the terms and conditions contained therein
Between: Public Utility District No. 1 for Kittitas County, a Washington corporation
And: The Great Round-up Cowboy Church
Recorded: October 16, 1998
Instrument No.: 199810160013

19. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Cowboy Short Plat,
Recorded: October 4, 2004
Book: G of Short Plats Pages: 202 and 203
Instrument No.: 200410040031
Matters shown:
a) Location of existing driveway

20. Contract for Reimbursement for Water/Sewer Facilities and the terms and conditions contained therein
Between: SSHI, LLC
And: City of Ellensburg
Recorded: August 5, 2008
Instrument No.: 200808050001

21. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in Declaration
Palomino Fields Drainfield Restrictive Covenant
Recorded: March 29, 2016
Instrument No.: 201603290030

22. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division I,
Recorded: August 15, 2017
Book: 12 of Plats, Pages: 201 through 205
Instrument No.: 201708150016
Matters shown:
a) Approximate location of Currier Creek
b) Approximate location of Town Ditch/canal
c) Additional right-of-way dedicated to Kittitas County for the construction and maintenance of the cul-de-sac located at the West end of W. Bowers Road.
d) Location of fenceline in relation to property boundary
e) Dedications contained thereon
f) Notes contained thereon

Said plat was amended by plat amendments filed June 25, 2018 and December 3, 2019, under Auditor's File No. 201806250042 and 201912030032.

23. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division II,
Recorded: May 21, 2019
Book: 13 Page: 23 through 29
Instrument No.: 201905210014
Matters shown:
a) Approximate location of Currier Creek
b) Notes contained thereon
c) Dedication contained thereon

24. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Palomino Fields Plat - Division V,
Recorded: February 25, 2020
Book: 13 of Surveys Page: 88 through 91
Instrument No.: 202002250022
Matters shown:
a) Dedication thereon
b) Surveyor's Narrative Thereon
c) Notes thereon

25. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: March 31, 2020
Instrument No.: 202003170015

26. Any right, title and interest of Cle Elum Pines West, LLC,
As disclosed by: County Tax Rolls
Affects: Tract B

27. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Currier Creek, if it is navigable.

28. Any question of location, boundary or area related to the Currier Creek, including, but not limited to, any past or future changes in it.

29. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.

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

File No.: 382424AM

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

TRACT 1:
Tracts A and B, PALOMINO FIELDS PLAT - DIVISION II, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 23 through 29, records of said County.

TRACT 2:
Tracts C-1 and D-1, PALOMINO FIELDS PLAT - DIVISION V, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 88 through 91, records of said County.

Receiving No. 201708150016

PALOMINO FIELDS PLAT – DIVISION I

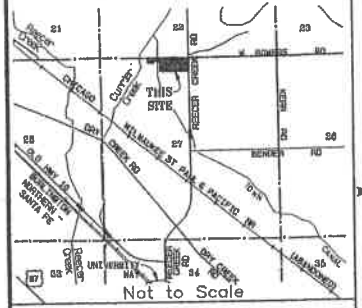
LP – 07 – 31

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

KITTITAS COUNTY, WASHINGTON

271818

VICINITY MAP



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

Dated this 10th Day of August A.D., 2017

Lucas Hack
Kittitas County Engineer

HEALTH DEPARTMENT

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

Dated this 14 Day of August A.D., 2017

Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

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

Dated this 14th Day of AUGUST A.D., 2017

Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that the taxes and assessments are paid for the preceding years and for this year in which the plat is now to be filed. Parcel No. 471033.

Dated this 15th Day of August A.D., 2017

Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

I HEREBY CERTIFY that the Palomino Fields Plat – Division I, has been examined by me and I find the property to be in an acceptable condition for platting. Parcel No. 471033.

Dated this 11th Day of August A.D., 2017

Kittitas County Assessor

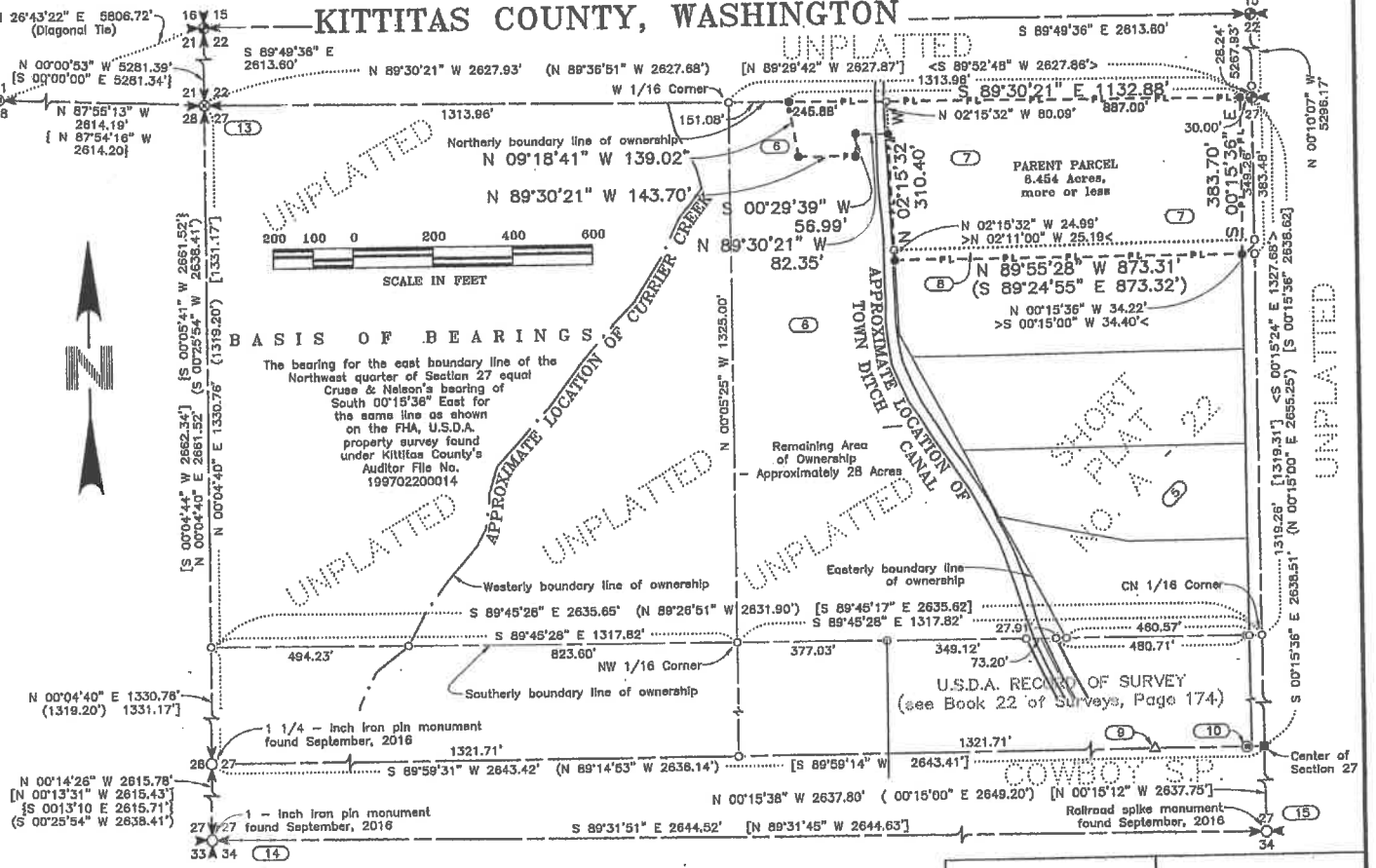
KITTITAS COUNTY BOARD OF COMMISSIONERS

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

BOARD OF COUNTY COMMISSIONERS

By Chairperson

ATTEST Clerk of the Board



SURVEYOR'S CERTIFICATE

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

Bradley J. Bowers, P.L.S.
Washington Land Surveyor No. 49273
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1328 Hunter Place
Moses Lake, Washington 98837

AUDITOR'S CERTIFICATE

Filed for record at the request of the Kittitas County Board of Commissioners this 15th day of August 2017, at 39 minutes past 11 o'clock AM M., and recorded in Volume 12 of Plats, at Page(s) 201-205 records of Kittitas County, Washington.

RECEIVING NO. 201708150016

Jerald V. Pettit
Kittitas County Auditor

By Deputy Auditor

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-000	S27 T18N R18E

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

LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M.
Palomino Fields Plat – Divison I
Kittitas County Washington

Surveyed by	LMH	Date 04-16	Scale 1" = 200'
Drawn by	Tml/FCS	Date 01-17	Sheet 1 of 5
Checked by	BJB	Date 07-17	Project No. 15169

File — Project Docs: S:\15169\15169 aPlR.ppr (Plotted — Aug 8, 2017)

08/15/2017 11:38:02 AM V: 12 P: 201 201708150016
Page 1 of 5
Fee: 0.00
KITTITAS COUNTY, WASHINGTON
County Auditor

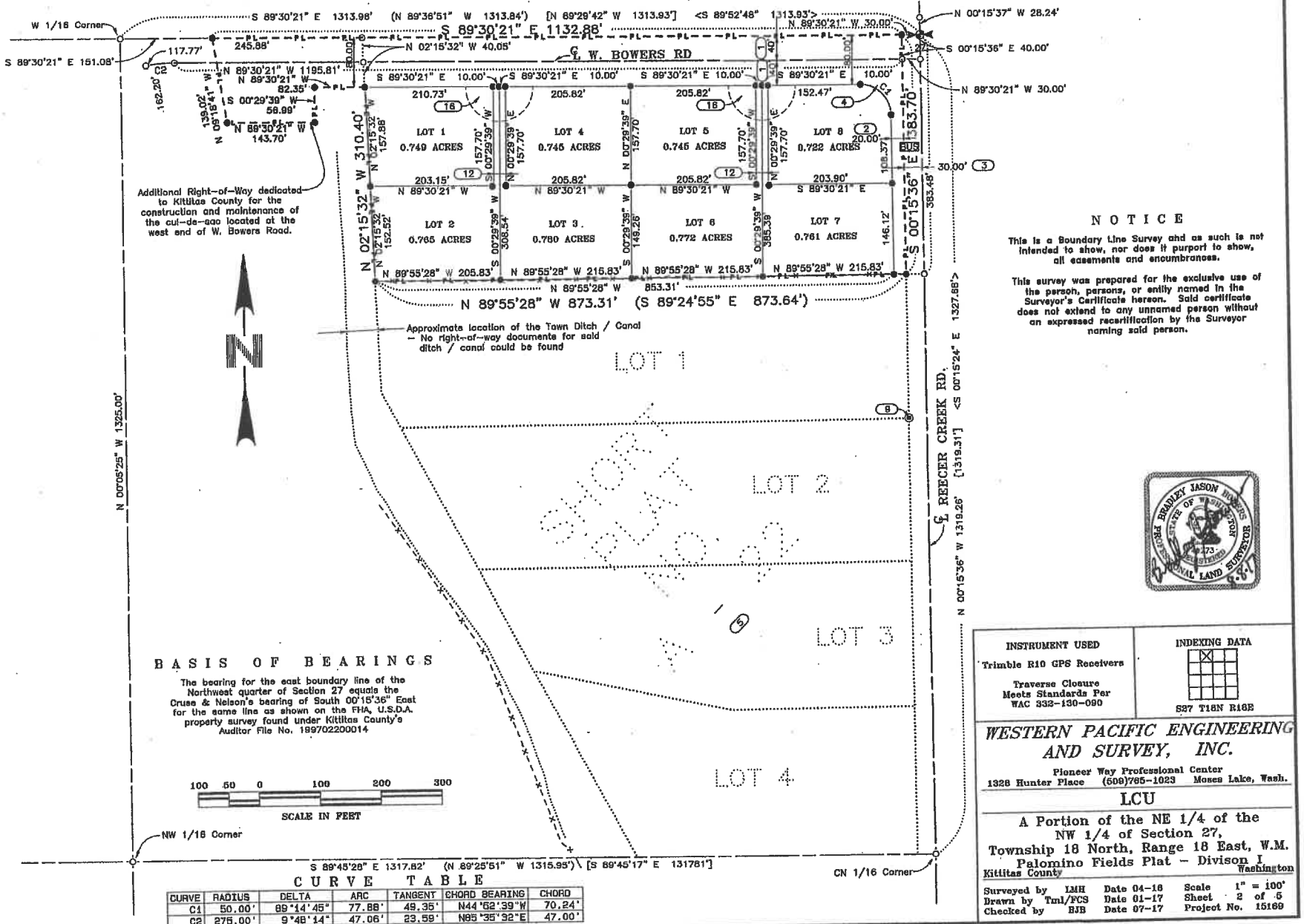
Bond CV

08/15/2017 11:39:02 AM V: 12 Pr: 282 201708150015 Page 2 of 5
$25.00 KITTITAS COUNTY, WA
DENEEN, PEO
Kittitas County Auditor

Receiving No. 201708150015
LP - 07-31
271818

PALOMINO FIELDS PLAT - DIVISION I

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



NOTICE

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

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

BASIS OF BEARINGS

The bearing for the east boundary line of the Northwest quarter of Section 27 equals the Cruse & Nelson's bearing of South 00°15'36" East for the same line as shown on the FHA, U.S.D.A. property survey found under Kittitas County's Auditor File No. 199702200014

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	50.00'	89°14'45"	77.88'	49.35'	N44°52'39"W	70.24'
C2	275.00'	9°48'14"	47.06'	23.59'	N85°35'32"E	47.00'

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M.
Palomino Fields Plat - Divison I
Kittitas County Washington

Surveyed by	LMH	Date 04-16	Scale 1" = 100'
Drawn by	TML/FCS	Date 01-17	Sheet 2 of 5
Checked by	BJB	Date 07-17	Project No. 15169

File --- Project Desc: S:\15169\15169 MPI.prj (Plotted - Aug 11, 2017)

Receiving No. 201709 Sheet

LP – 07-31

PALOMINO FIELDS PLAT – DIVISION I

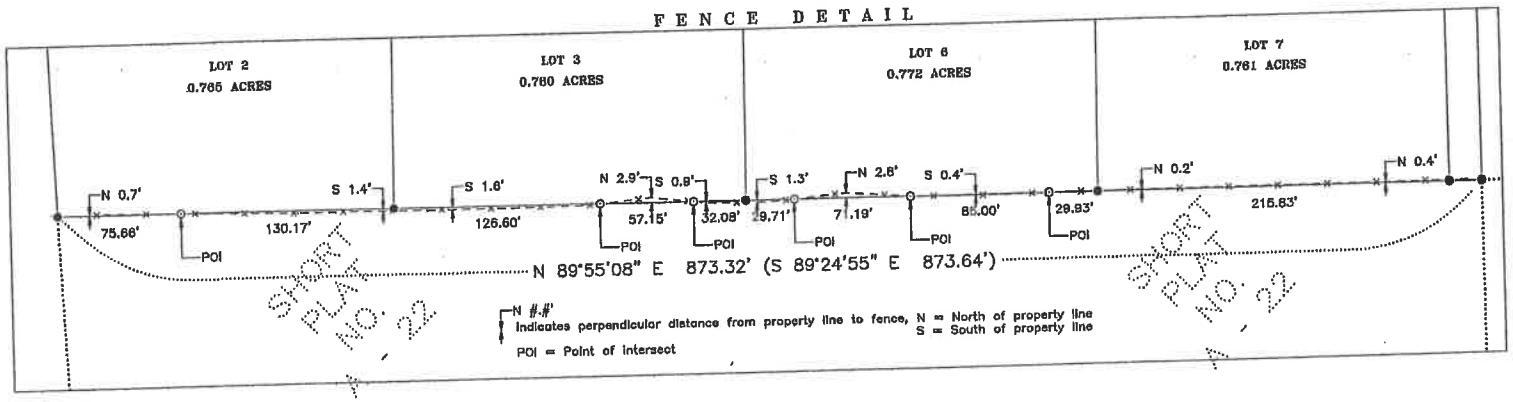
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. KITTITAS COUNTY, WASHINGTON

271818

08/15/2017 11:39:02 AM V: 12 P: 203 201708150016
Page 3 of 5
KITTITAS COUNTY Auditor

V12 P203

FENCE DETAIL



LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
- ⊕ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊗ 3 – inch brass cap monument stamped 'LS 14746' found September, 2016
- △ 5/8 – inch iron pin with surveyor's cap stamped '12491' monument found September 2016
- ▲ 5/8 – inch iron pin with surveyor's cap stamped '18092' monument found September 2016
- ◉ 5/8 – inch iron pin with no surveyor's cap monument found September 2016
- □ 1 – inch iron pin with no surveyor's cap monument found September 2016

  Railroad spike monument found September 2016
- o Calculated point only – no monument found or set
- BUS Approx. bus stop location
- ( ) Previously recorded information from Preston Short Plat, Short Plat A-22, and shown on drawing as 'Kittitas Co. Short Plat No. 77-12', as found under Kittitas County's AFN 418140
- [ ] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014

LEGEND (continued)

- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 416766
- (#) Note – See Sheet 3 of 5
- – – –PL– – Parent Parcel – Parcel boundary as contained in 'PROPERTY DESCRIPTION AS RESULT OF SURVEY'

NOTICE

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

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

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M. Palomino Fields Plat – Divison I

Kittitas County Washington

Surveyed by	LMH	Date 04-16	Scale	1" = N/A	
Drawn by	Tml/FCS	Date 01-17	Sheet	3	of 5
Checked by	BJB	Date 07-17	Project No.	15169	

169\15169 AFIR.dwg (Plotted - Aug 8, 2017)

PALOMINO FIELDS PLAT – DIVISION I

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

Receiving No. 201711
LP - 07-31

PLAT NOTES:

1. Forty-foot (40.00') wide County Road Right-of-Way dedicated to Kittitas County via this plat.
2. Twenty-foot (20.00') wide additional County Road Right-of-Way dedicated to Kittitas County via this plat.
3. Existing thirty-foot (30.00') Kittitas County Road Right-of-Way.
4. The fillet for the fifty-foot (50.00') radius curve dedicated to Kittitas County for County Road Right-of-Way.
5. The short plat name is shown on top of the short plat completed by Mr. Larry A. Preston in November, 2017, to be "KITTITAS CO. SHORT PLAT NO. 17-18", but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittitas County Auditor's File Number as 201540.
6. Tract 1 as described in the property description as listed as being a portion of Tract 1 of the Original Property Description as shown on Sheet 5 of 5.
7. Tract 4 as described in the property description as listed as being a portion of Tract 4 of the Original Property Description as shown on Sheet 5 of 5.
8. Tract 5 as described in the property description as listed as being a portion of Tract 5 of the Original Property Description as shown on Sheet 5 of 5.
9. Found a 5/8-inch iron pin N 17°32'22" E a distance of 0.78' from the calculated position of the property corner.
10. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property line.
11. Found a 5/8-inch iron pin with surveyor's cap monument stamped "19489" a distance of 0.2' south of the calculated position of the property line.
12. A twenty-foot (20.00') wide strip of property to be used as a common driveway.
13. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 538434.
14. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 200912250012.
15. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 200912250013.
16. Fifty-five feet (55.00') radius easement centered on the common property line and four (4.00') south of the south county right-of-way boundary line. Said easement is granted as a 60' by 8' strip to easement can be constructed as per the Kittitas County 2005 Road Standards (Refer to Section 13.01.050 for specifics).

SURVEYOR'S NARRITIVE

1. Forty-foot (40.00') wide County Road Right-of-Way dedicated to Kittitas County via this plat.
2. Twenty-foot (20.00') wide additional County Road Right-of-Way dedicated to Kittitas County via this plat.
3. Existing thirty-foot (30.00') Kittitas County Road Right-of-Way.
4. The fillet for the fifty-foot (50.00') radius curve dedicated to Kittitas County for County Road Right-of-Way.
5. The short plat name is shown on top of the short plat completed by Mr. Larry A. Preston in November, 2017, to be "KITTITAS CO. SHORT PLAT NO. 17-18", but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittitas County Auditor's File Number as 201540.
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7. Tract 4 as described in the property description as listed as being a portion of Tract 4 of the Original Property Description as shown on Sheet 5 of 5.
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9. Found a 5/8-inch iron pin N 17°32'22" E a distance of 0.78' from the calculated position of the property corner.
10. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property line.
11. Found a 5/8-inch iron pin with surveyor's cap monument stamped "19489" a distance of 0.2' south of the calculated position of the property line.
12. A twenty-foot (20.00') wide strip of property to be used as a common driveway.
13. Land corner record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 538434.
14. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 200912250012.
15. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 200912250013.

GENERAL NOTES

1. As per RCW 17.10.440, landowners are responsible for the construction and preventing the spread of noxious weeds. Accordingly, the Kittitas County Noxious Weed Board recommends immediate reseeding of grass disturbed development to preclude the proliferation of noxious weeds.

2. Construction of access improvements will require obtaining an access permit from the Department of Public Works. All access improvements shall be completed in accordance with current Kittitas County Road standards prior to issuance of a building occupancy permit for any proposed lots.

3. An easement of ten feet in width is reserved along all special lot lines. The ten foot easement shall abut the exterior plat boundaries and shall be divided five feet each side of the interior lot lines. Said easement shall be for public utilities, gas, irrigation, and cable television.

4. Subdivision Guarantee No. 72150-0405817, as provided by Chicago Title Insurance Company. All easements from said Subdivision Guarantee have been reviewed, those with a plottable location have been shown on face of plat.

NOTICE

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

This survey was prepared for the exclusive use of the person, persons, or entity who contracts with the Surveyor's Certificate hereon. Any certificate does not extend to any unnamed person without an expressed recertification by the Surveyor making said certificate.

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receiver Tenaris Closure Meets Standards For WAC 332-130-090	SEE TIES SHEET

WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Professional Center
1525 Hunter Place Ellensburg, WA 98926 Moses Lake, WA

LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M. Palomino Fields Plat – Division I

Kittitas County, Washington

Surveyed by	KMM	Date 06-18	Scale	1" = N/A
Drawn by	TWJ/TCE	Date 01-17	Sheet	4 of 5
Checked by	MJB	Date 07-17	Project No.	15168

WATER NOTES

On February 6, 2017 Chicago Title and Ellensburg Water Company were contacted to find any information regarding the location and ownership of the "Iron Ditch". At that time both entities were unable to provide any information to said ditch. The Ellensburg Water Company believes there is at least a prescriptive easement for said ditch but we do not have any documentation to prove this or even define said ditch other than the surveyed location shown on this survey.

RIGHT TO FARM NOTICE

The subject property is within or near land used for agriculture on which a variety of commercial activities may occur that are not compatible with residential development for periods of varying durations (RCW 36.70A.060). Characteristic natural resource activities performed in accordance with county, state and federal laws are not subject to legal action as public nuisances (RCW 7.48.305).

08/15/2017 11:39:02 AM V: 12 P: 205 201708150016
$158.00
Kittitas County Auditor

Receiving No. 201708150016

LP - 07-31

271818

PALOMINO FIELDS PLAT - DIVISION I

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

ORIGINAL PROPERTY DESCRIPTION

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

AND

The Northeast Quarter of the Northwest Quarter of Section 27, in Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; EXCEPTING THEREFROM:

A tract of land bounded by a line described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 27; and running thence South 15' West, 1,321.6 feet; thence North 89°35" West, 600 feet; thence North 27°47' West, 838 feet; thence North 0°2' West, 879 feet; thence North 59°50' East, 78.8 feet; thence East 863.76 feet; thence South 334.09 feet to the point of commencement.

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

TRACT 4:
That portion of the Northeast Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East W.M., County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northeast corner of said quarter of quarter section and running thence South 0°15' West along the East boundary line of said quarter of quarter section 377.5 feet; thence West 904.7 feet; thence North 2°02' West 377.5 feet to the North boundary line of said section; and thence South 89.39' East along said North boundary line 917.0 feet to the point of beginning.

EXCEPTING THEREFROM the right-of-way for the County Road known as Reecer Creek Road.

AND EXCEPTING THEREROM the right-of-way of the Ellensburg Water Company Canal.

TRACT 5:
That portion of the Northeast Quarter of the Northwest Quarter of Section 27, Township 18 North, Range 18 East, W.M., County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northeast corner of the Northeast Quarter of the Northwest Quarter of said section; thence South 00°15'00" West along the East boundary line of said quarter of quarter section a distance of 377.5 feet to the true point of beginning; thence South 00°15'00" West along the East boundary line of said quarter of quarter section a distance of 34.40 feet; thence North 89°24'55" West a distance of 903.64 feet; thence North 02°11'00" West a distance of 25.19 feet; thence South 90°00'00" East a distance of 904.70 feet to the true point of beginning.

EXCEPTING THEREFROM the right-of-way for the County Road known as Reecer Creek Road,

AND EXCEPTING THEREROM the right-of-way of the Ellensburg Water Company Canal.

PROPERTY DESCRIPTION AS RESULT OF SURVEY

That portion of the Northeast quarter of the Northwest quarter of Section 27, Township 18 North, Range 18 East, W.M., County of Kittitas, State of Washington, as delineated and described on the PALOMINO FIELDS PLAT - DIVISION I drawing prepared by Western Pacific Engineering and Survey, Inc., dated August, 2017, and as described as follows:

Commencing at the a 3 - inch brass cap monument found in a monument case marking the northeast corner of the Northwest quarter of said Section 27; thence North 89°30'21" West, coincident with the north boundary line of the Northwest quarter of said Section 27, a distance of 30.00 feet to the west right-of-way boundary line of the county road known as Reecer Creek Road and to the POINT OF BEGINNING; thence South 00°15'36" East, coincident with the west right-of-way boundary line of said County Road, a distance of 383.70 feet, said course being parallel with and 30.00' west of the west boundary line of the Northwest quarter of said Section; thence North 89°55'28" West a distance of 873.31 feet; thence North 02°15'32" West a distance of 310.40 feet; thence North 89°30'21" West a distance of 82.35 feet; thence South 00°29'39" West a distance of 56.99 feet; thence North 89°30'21" West a distance of 143.70 feet; thence North 09°18'41" West a distance of 139.02 feet to the north boundary line of the Northwest quarter of said Section 27; thence South 89°30'21" East, coincident with the north boundary line of the Northwest quarter of said Section 27, a distance of 1132.88 feet to the POINT OF BEGINNING;

Containing 8.454 ACRES, more or less.

DEDICATION

The owner of the land described herein in fee simple is CLE ELUM PINES EAST, LLC, a Washington Limited Liability Company. The owner hereby declares this plat and dedicate to the public forever all roads and ways hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon. Following original reasonable grading of roads and ways hereon no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this day ..10th.. of August..... , A.D., 2017.

.....
Patrick Deneen, Manager
CLE ELUM PINES EAST, LLC

DEDICATION

The owner of the land described herein in fee simple is CLE ELUM PINES WEST, LLC, a Washington Limited Liability Company. The owner hereby declares this plat and dedicate to the public forever all roads and ways hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon. Following original reasonable grading of roads and ways hereon no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this day ..10th.. of ..August..... , A.D., 2017.

.....
Patrick Deneen, Manager
CLE ELUM PINES WEST, LLC

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF KITTITAS)

On this day ..10th.. of ..August..... A.D., 2017, 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 secretary of CLE ELUM PINE WEST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

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

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF KITTITAS)

On this day ..10th.. of ..August..... A.D., 2017, 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 secretary of CLE ELUM PINES EAST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

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

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M.
Palomino Fields Plat - Divison I
Grant County Washington

Surveyed by	LMH	Date 04-16	Scale	1" = N/A	
Drawn by	Tml/FCS	Date 01-17	Sheet	5	of 5
Checked by	BJB	Date 07-17	Project No.	15169	

File -- Project Data: S:\15169\15169 MPP.dgn (Plotted - Aug 8, 2017)

PALOMINO FIELDS PLAT – DIVISION II

Receiving No. .....
LPF – 19-00003
LP – 07-00031

1.81827

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON
ENTIRE PLAT MAP

VICINITY MAP

(Not To Scale)

APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

Dated this 14th Day of MAY A.D., 2019.

Mark K Cook
Kittitas County Engineer

HEALTH DEPARTMENT

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

Dated this 17 Day of MAY A.D., 2019.

Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

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

Dated this 15th Day of May A.D., 2019.

Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that all the taxes and assessments affecting the preceding years and for this year in which the plat is now to be filed. Parcel No. 491033, 11801, and 11802.

Dated this 21st Day of May A.D., 2019.

Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

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

Dated this 15th Day of May A.D., 2019.

Kittitas County Assessor

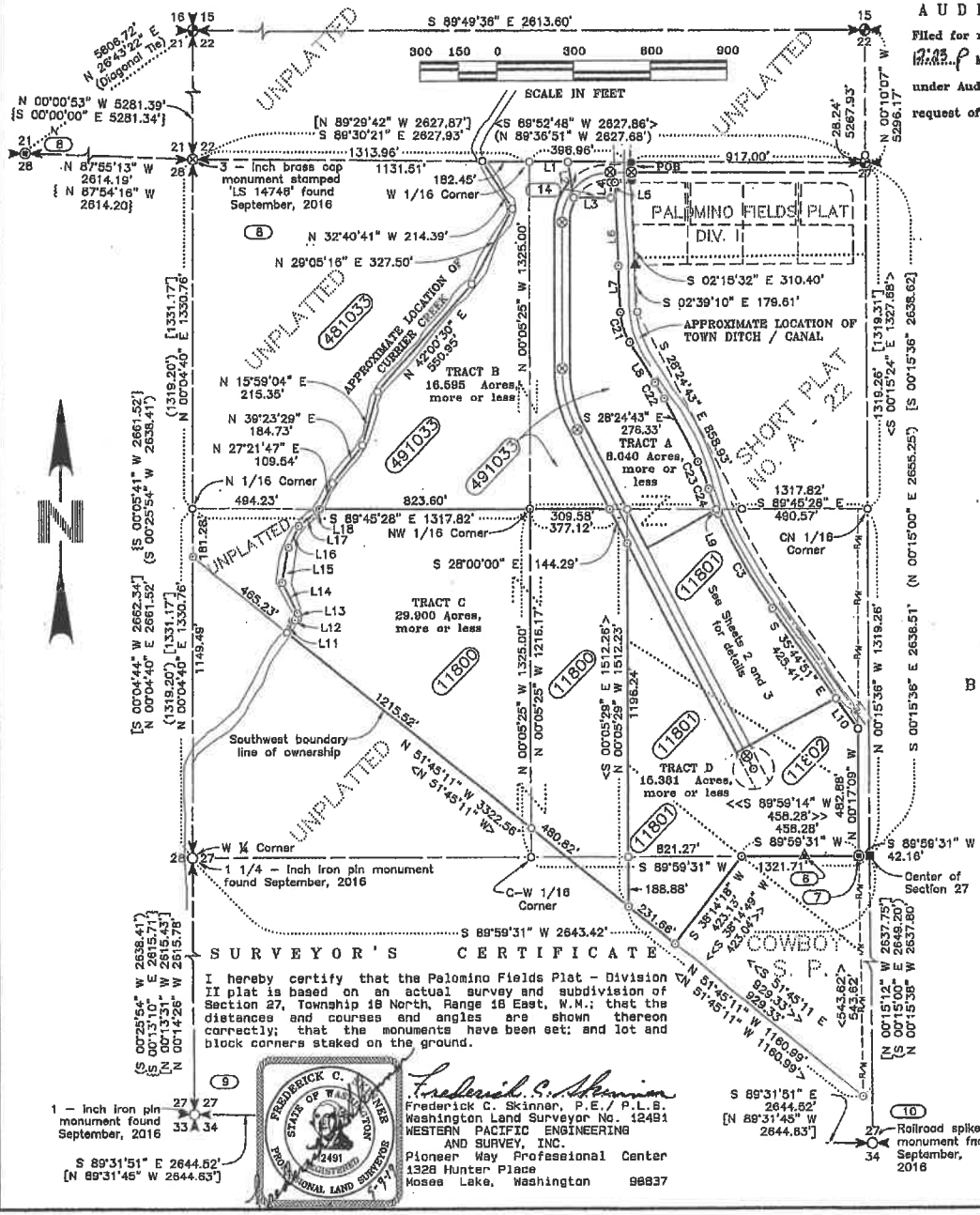
KITTITAS COUNTY BOARD OF COMMISSIONERS

EXAMINED AND APPROVED this 21st day of May A.D., 2019.

BOARD OF COUNTY COMMISSIONERS

By: ..... Chairperson

ATTEST: ..... Clerk of the Board



SURVEYOR'S CERTIFICATE

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

Frederick C. Skinner

Frederick C. Skinner, P.E./ P.L.S.
Washington Land Surveyor No. 12491
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1328 Hunter Place
Moses Lake, Washington 98837

AUDITOR'S CERTIFICATE

Filed for record this 21st day of May, 2019, at 12:23 P M, in Book 13 of Plats at Page(s) 25 under Auditor's File Number 201905210014 at the request of Western Pacific Engineering & Survey, Inc.

Jerald V. Pettit
County Auditor

Deputy County Auditor

NOTICE

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

BASIS OF BEARINGS

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

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

WESTERN PACIFIC ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T:(509)765-1023 F:(509)765-1298
Services in Washington and Idaho

LCU, INC.

Surveyed by	LMH	Scale	1" = 300'
Drawn by	Tmi/ FCS	Sheet	1 of 7
Checked by	FCS	Project No.	18146

05/21/2019 12:23:57 PM V: 13 P: 23 201905210014 Page 1 of 7
$76.00 PALOMINO FIELDS Kittitas County Auditor
13/23
File — Project Desc: S:\18146\18146 DIV 2\18146 MP2.pro (Plotted - May 6, 2019)

13/24

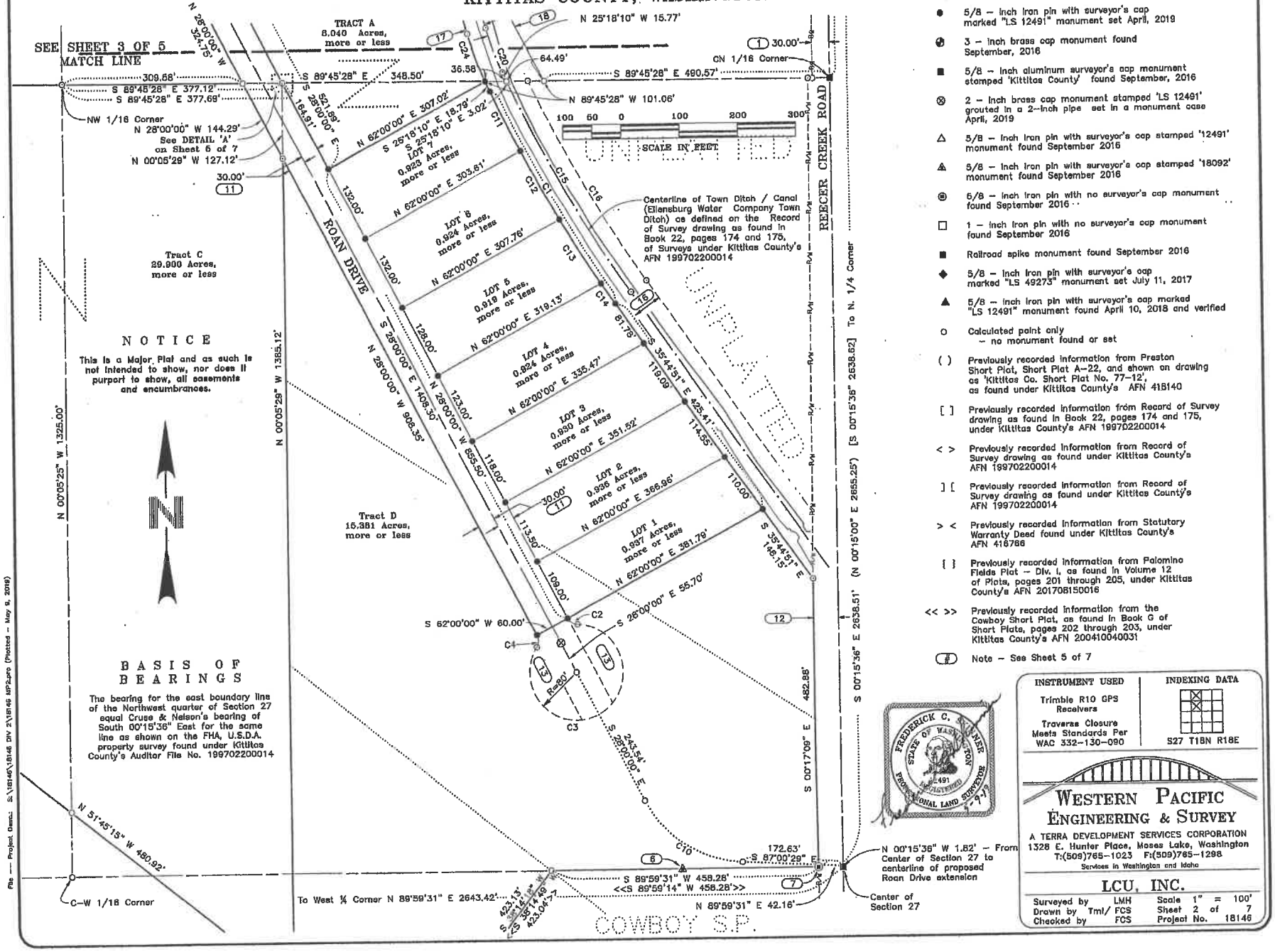
05/21/2019 12:23:57 PM V: 13 P: 24 201905210024
Page 2 of 7
$100.00 PLATTING FEES
Kittitas County Auditor

PALOMINO FIELDS PLAT – DIVISION II

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LPF – 19-00003
LP – 07-00031

181827



NOTICE

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

BASIS OF BEARINGS

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

LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument set April, 2019
- ⊕ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊗ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe set in a monument case April, 2019
- △ 5/8 – inch iron pin with surveyor's cap stamped '12491' monument found September 2016
- ⚠ 5/8 – inch iron pin with surveyor's cap stamped '18092' monument found September 2016
- ⊛ 6/8 – inch iron pin with no surveyor's cap monument found September 2016
- □ 1 – inch iron pin with no surveyor's cap monument found September 2016
- ■ Railroad spike monument found September 2016
- ◆ 5/8 – inch iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
- ▲ 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument found April 10, 2018 and verified
- o Calculated point only – no monument found or set
- ( ) Previously recorded information from Preston Short Plat, Short Plat A–22, and shown on drawing as 'Kittitas Co. Short Plat No. 77–12', as found under Kittitas County's AFN 418140
- [ ] Previously recorded information from Record of Survey drawing as found in Book 22, pages 174 and 175, under Kittitas County's AFN 199702200014
- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 418786
- { } Previously recorded information from Palomino Fields Plat – Div. I, as found in Volume 12 of Plats, pages 201 through 205, under Kittitas County's AFN 201708150016
- << >> Previously recorded information from the Cowboy Short Plat, as found in Book G of Short Plats, pages 202 through 203, under Kittitas County's AFN 200410040031
- (#) Note – See Sheet 5 of 7

FREDERICK C. NELSON – STATE OF WASHINGTON – 12491 – REGISTERED PROFESSIONAL LAND SURVEYOR – 5-9-19

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	S27 T18N R18E

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

LCU, INC.

Surveyed by	LMH	Scale	1" = 100'
Drawn by	Tml/ FCS	Sheet	2 of 7
Checked by	FCS	Project No.	18146

File — Project Dwnld S:\18146\18146 DIV 2\18146 MP2.dwg (Plotted – May 9, 2019)

13/25

05/21/2019 12:23:57 PM V: 13 P: 25 201905210014
$193.00 Page 3 of 7
Plat PALOMINO FIELDS
Kittitas County Auditor

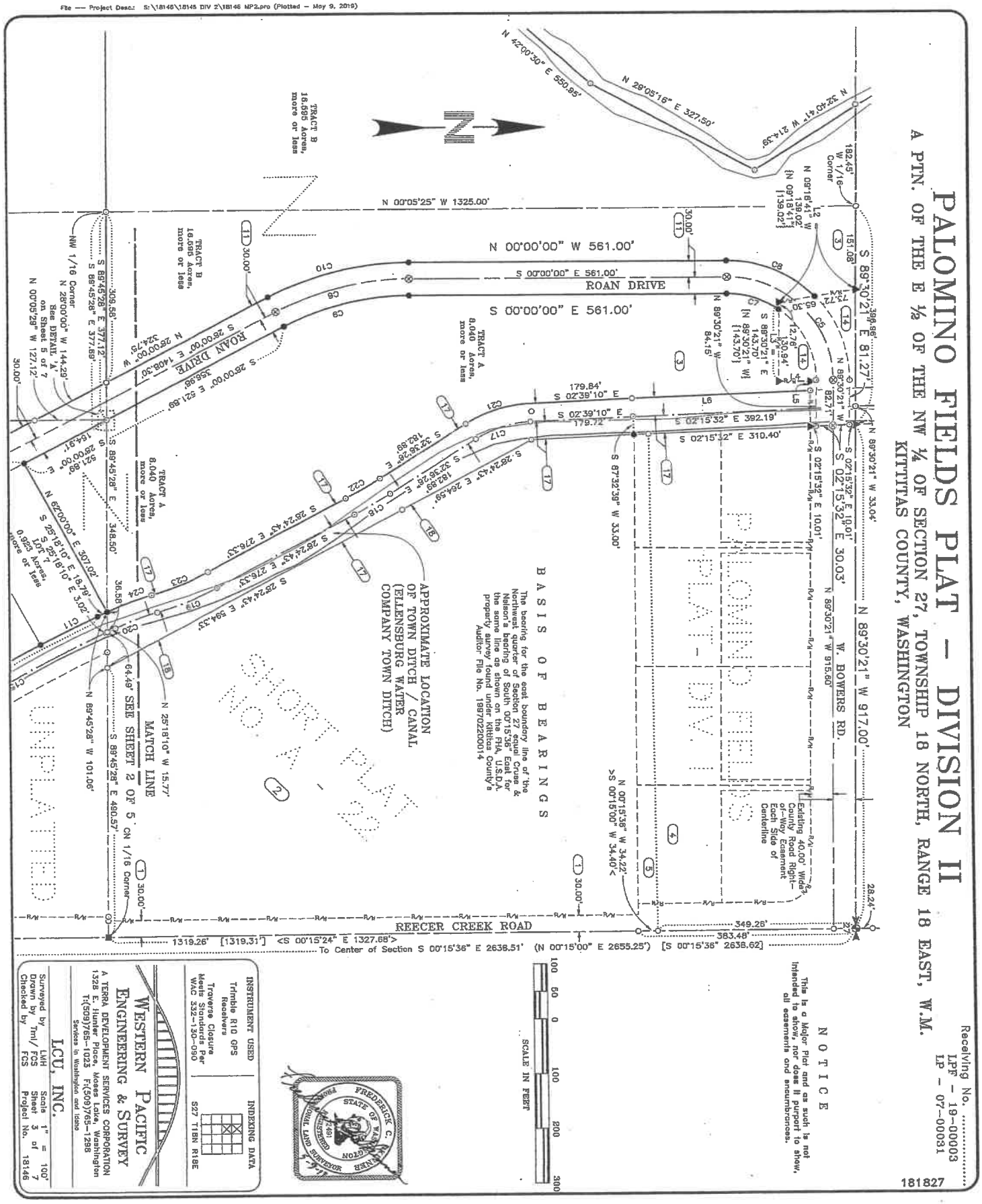
File — Project Desc: S:\18146\18145 DIV 2\18146 MP2.pro (Plotted — May 9, 2019)

PALOMINO FIELDS PLAT – DIVISION II

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LPF – 19-00003
LP – 07-00031

181827



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INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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Services in Washington and Idaho

LCU, INC.

Surveyed by LMH
Drawn by Tml/ FCS
Checked by FCS

Scale 1" = 100'
Sheet 3 of 7
Project No. 18146

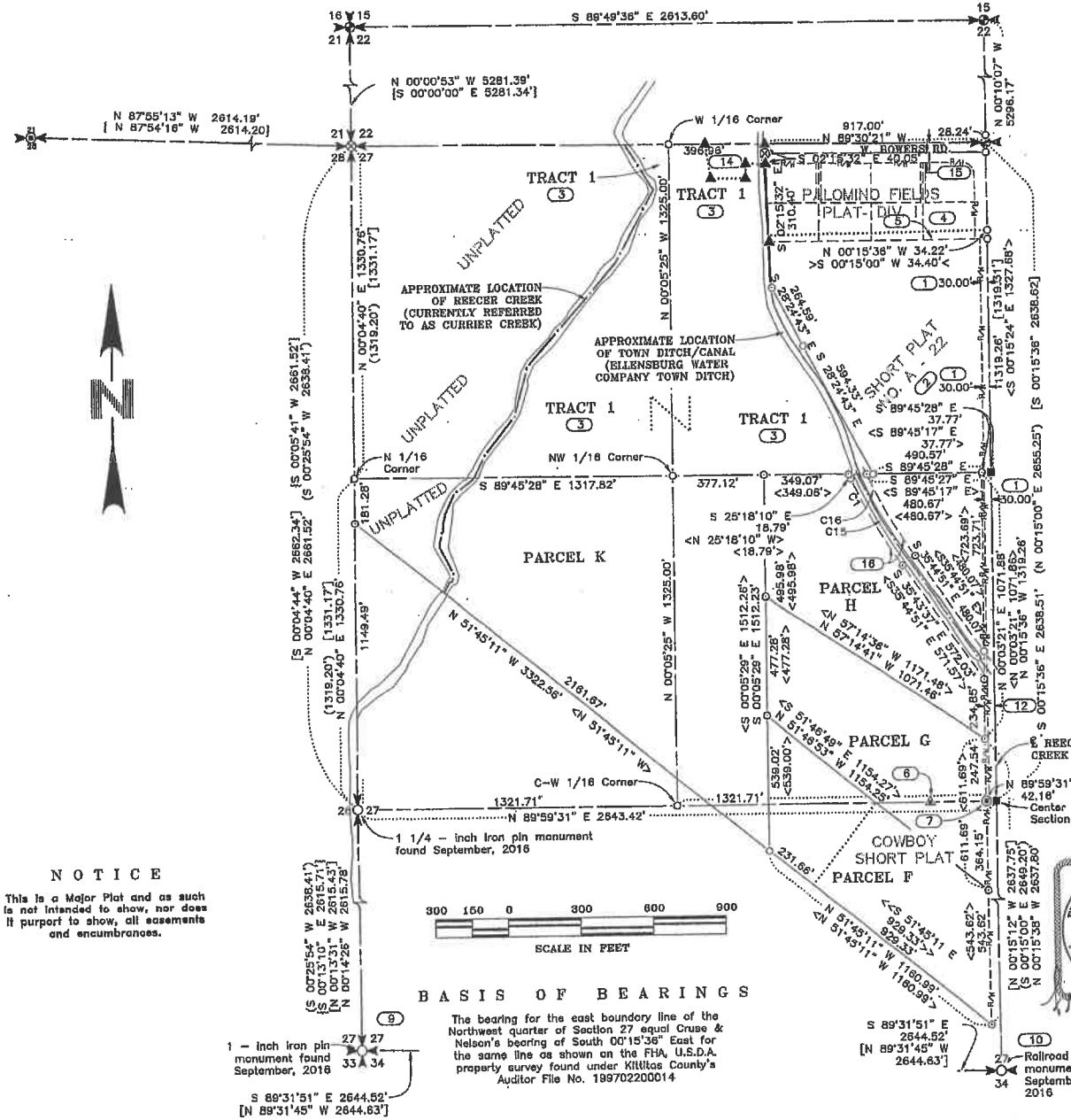
FREDERICK C. WARREN — STATE OF WASHINGTON — 21491 — REGISTERED PROFESSIONAL LAND SURVEYOR

Receiving No. .....
LPF – 19-00003
LP – 07-00031

181827

PALOMINO FIELDS PLAT – DIVISION II

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON
ORIGINAL OWNERSHIP PARCEL MAP



NOTICE

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

BASIS OF BEARINGS

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

LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument set April, 2019
- ⊕ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊗ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe set in a monument case April, 2019
- △ 5/8 – inch iron pin with surveyor's cap stamped '12491' monument found September 2016
- ▲ 5/8 – inch iron pin with surveyor's cap stamped '18092' monument found September 2016
- ◉ 5/8 – inch iron pin with no surveyor's cap monument found September 2016
- □ 1 – inch iron pin with no surveyor's cap monument found September 2016
- ■ Railroad spike monument found September 2016
- ◆ 5/8 – inch iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
- ▲ 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument found April 10, 2018 and verified
- o Calculated point only – no monument found or set
- ( ) Previously recorded information from Preston Short Plat, Short Plat A–22, and shown on drawing as 'Kittitas Co. Short Plat No. 77–12', as found under Kittitas County's AFN 418140
- [ ] Previously recorded information from Record of Survey drawing as found in Book 22, pages 174 and 175, under Kittitas County's AFN 199702200014
- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 416766
- { } Previously recorded information from Palomino Fields Plat – Div. I, as found in Volume 12 of Plats, pages 201 through 205, under Kittitas County's AFN 201708150016
- << >> Previously recorded information from the Cowboy Short Plat, as found in Book G of Short Plats, pages 202 through 203, under Kittitas County's AFN 200410040031
- (#) Note – See Sheet 5 of 7

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	S27 T18N R18E

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

LCU, INC.

Surveyed by	LMH	Scale	1" = 300'
Drawn by	Tml/ FCS	Sheet	4 of 7
Checked by	FCS	Project No.	18146

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PALOMINO FIELDS
PLAT
Kittitas County Auditor
Page 4 of 7
File — Project Data: S:\18146\18146 DIV II\18146 MP2.pro (Plotted — May 8, 2019)

05/21/2019 12:23:57 PM V: 13 P: 27 201905210014
Fee: $.00
Kittitas County Auditor
PALOMINO FIELDS
DIVISION II

PALOMINO FIELDS PLAT – DIVISION II

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

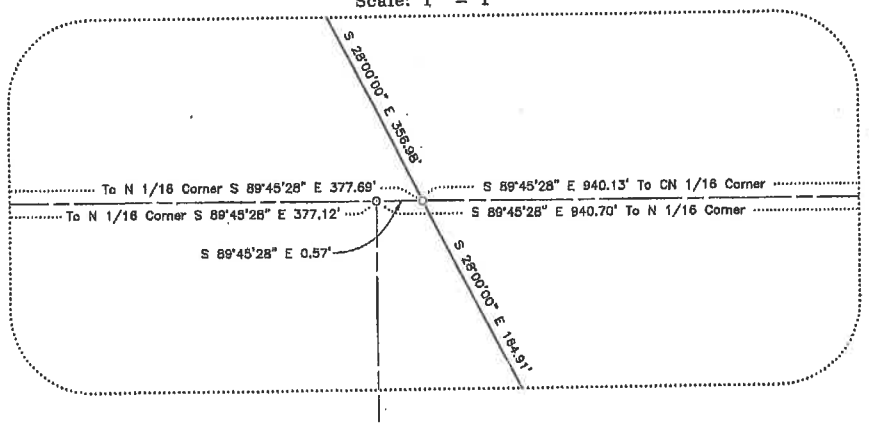
Receiving No. .....
LPF – 19-00003
LP – 07-00031

181827

PLAT NOTES

1. Existing thirty-foot (30.00') Kittitas County Road Right-of-Way.
2. The short plat name is shown on top of the short plat developed by Mr. Leroy J. Preston in November, 1977, to be "KITTITAS CO. SHORT PLAT NO. 77-12", but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittitas County Auditor's File Number as 418140.
3. Tract 1 as described in the property description as listed as being a portion of Tract 1 of the Original Property Description as shown on Sheet 5 of 5.
4. Tract 4 as described in the property description as listed as being a portion of Tract 4 of the Original Property Description as shown on Sheet 5 of 5.
5. Tract 5 as described in the property description as listed as being a portion of Tract 5 of the Original Property Description as shown on Sheet 5 of 5.
6. Found a 5/8-inch iron pin N 17°22'22" E a distance of 0.76' from the calculated position of the property line.
7. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property corner.
8. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 536434.
9. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150012.
10. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150013.
11. A thirty - foot (30.00') wide County Road Right-of-way dedicated via this plat.
12. County road Right-of-Way as detailed on the Record of Survey drawing filed in Book 22 of Surveys, Page 174, Kittitas County Auditor's File No. 199702200014
13. Kittitas County Temporary Road Access Easement - to be vacated upon road being extended to Reecer Creek.
14. Area platted on the Palomino Fields Plat - Division I, as recorded in Volume 12 of Plats, Pages 201 through 205, under the Kittitas County Auditor's File Number 201709150016.
15. Existing forty-foot (40.00') Kittitas County Road Right-of-Way (40.00' each side of centerline).
16. Existing six-six - foot (66.00') Town Ditch Right-of-Way Easement (33.00' each side of centerline) as defined on the Record of Survey drawing found under Kittitas County's Auditor's File Number 199702200014.
17. A thirty-three - foot (33 .00') wide Town Ditch Irrigation Canal Easement (33.00' each side of centerline) dedicated via this plat.
18. A variable wide Town Ditch Irrigation Canal Easement dedicated via this plat. Ditch right-of-way easement extends from the defined centerline as shown hereon to the property line that lies immediately east of said Town Ditch.

DETAIL 'A'
Scale: 1" = 1'



WATER NOTES

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

NOTICE

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

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	2283.00'	10°26'41"	416.18'	208.57'	S 30°31'31" E	415.60'
	<2283.00'>		<416.18'>			
C2	20.00'	60°00'00"	20.94'	11.55'	S 58°00'00" E	20.00'
C3	80.00'	300°00'00"	418.88'		S 62°00'00" W	80.00'
C4	20.00'	60°00'00"	20.94'	11.55'	N 02°00'00" E	20.00'
C5	187.04'	80°29'39"	295.41'	188.66'	S 45°14'49" W	266.65'
C6	500.00'	28°00'00"	244.35'	124.66'	S 14°00'00" E	241.92'
C7	157.04'	35°28'59"	97.25'	50.24'	S 17°44'29" W	95.70'
C8	217.04'	45°50'24"	173.64'	91.77'	S 22°55'12" W	169.05'
C9	470.00'	28°00'00"	229.69'	117.18'	S 14°00'00" E	227.41'
C10	530.00'	28°00'00"	259.01'	132.14'	S 14°00'00" E	256.44'
C11	2283.00'	2°50'34"	113.27'	56.65'	S 26°43'27" E	113.26'
C12	2283.00'	3°18'54"	132.08'	66.06'	S 29°48'11" E	132.07'
C13	2283.00'	3°13'32"	128.52'	64.28'	S 33°04'29" E	128.50'
C14	2283.00'	1°03'42"	42.30'	21.15'	S 35°13'00" E	42.30'
C15	2250.00'	10°26'41"	410.18'	205.65'	S 30°31'30" E	409.60'
C16	2217.00'	10°06'53"	391.38'	196.20'	S 30°41'25" E	390.87'
	<2217.00'>	<10°06'53">	<391.38'>			
C17	200.00'	29°57'16"	104.58'	53.50'	S 17°37'48" E	103.37'
C18	1000.00'	4°11'49"	73.22'	36.63'	S 30°30'34" E	73.21'
C19	646.52'	12°09'47"	115.80'	58.12'	S 22°19'49" E	115.59'
C20	500.00'	9°03'14"	79.01'	39.59'	S 20°46'33" E	78.93'
C21	233.00'	29°57'16"	121.81'	62.33'	S 17°37'48" E	120.43'
C22	967.00'	4°11'49"	70.81'	35.42'	S 30°30'34" E	70.79'
C23	512.52'	12°09'47"	108.80'	54.60'	N 22°19'49" W	108.59'
C24	533.00'	9°03'14"	84.22'	42.20'	S 20°46'33" E	84.14'

FREDERICK C. SCHLEICHER
STATE OF WASHINGTON
2491
REGISTERED
PROFESSIONAL LAND SURVEYOR

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

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

13/28

05/21/2019 12:23:57 PM V: 13 P: 28 201905210014
$150.00
PALOMINO FIELDS
Kittitas County Auditor

PALOMINO FIELDS PLAT – DIVISION II

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LPF – 19–00003
LP – 07–00031

181827

SURVEYOR'S NARRATIVE

1. Historically two different location of the north quarter corner of Section 27 Township 18 North, Range 18 East. W.M. have been used. In 1977 via the short plat recorded under Kittitas Co. Auditor's File Number 418140, a monument was set. Subsequently the monument was removed possibly do to road reconstruction. In 1991 via the survey recorded under Kittitas Co. Auditor's File Number 539177, a nail and washer was set with a note that Kittitas Co. Public Works will set a monument in a monument case with future road maintenance in the vicinity. The location of these two monuments differ by 28.24 feet.

2. The 3-inch brass cap monument found at the intersection of Reecer Creek Road and Bowers Road was held to establish the north boundary of the northwest quarter of said section 27. By holding this monument property on the north side of this line had the fewest apparent negative impacts, while the property immediately on the south side absorbed all the decrease in size. In addition, most performed subsequent to 1991 have relied on this monument as the location of the north quarter corner.

3. However, the 1977 monument location was held for the purposes of locating the following three parcels:

   Kittitas Co. Short Plat No. A-22 recorded under AFN 418140

   Tract 1 of Statutory Warranty Deed recorded under AFN 201410160051

   Tract 2 of Statutory Warranty Deed recorded under AFN 201410160051

   In addition, other monuments and fence lines were used to help confirm the boundaries of said Short Plat.

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

5. The county road right of way for Reecer Creek Road has been defined differently by various plats along Reecer Creek Road.

   After contacting Kittitas County and doing independent records research we found no specific description of said right of way other than the previously recorded plats. Therefore with no other evidence, for this survey, the centerline of the county road known as Reecer Creek was defined in the northeast quarter of the northwest quarter of said Section 27 as coincident with the east boundary of the northwest quarter of said section. The said centerline matches that of said Auditor's File Number 418140.

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

7. The Kittitas County Auditor combined Parcel F, Parcel G, and Parcel H into one County Tax Parcel – Tax Parcel 11802.

8. Areas denoted with Note 14 should be vacated by the Kittitas County Commissioners because it is excess property relative to the road right-of-way needs. In order to accomplish this vacation, an applicant is required to complete a "Vacation Application" for review by the Kittitas County Commissioners and approved by said County Commissioners.

ORIGINAL PROPERTY DESCRIPTION

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

AND

The Northeast Quarter of the Northwest Quarter of Section 27, in Township 18 North, Range 18 East, W.M.,in the County of Kittitas, State of Washington; EXCEPTING THEREFROM:

A tract of land bounded by a line described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 27; and running thence South 15' West, 1,321.5 feet; thence North 89°35' West, 500 feet; thence North 27°47' West, 838 feet; thence North 2°2' West, 879 feet; thence North 59°50' East, 79.8 feet; thence East 853.76 feet; thence South 334.09 feet to the point of commencement.

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

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

AND

All that portion of the Southwest Quarter of the Northwest Quarter of Section 17, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying North and West of the center line of the channel of Reecer Creek as located on October 3, 1967, and North and East of the northeast boundary line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

TRACT 3
Parcels F, G, H and K of that certain Survey as recorded February 20, 1997, in Book 22 of Surveys, pages 174 and 175, under Auditor's file No. 199702200014, records of Kittitas County, Washington, EXCEPTING any portion of said Parcels F and G, lying within the COWBOY SHORT PLAT, Kittitas County Short Plat No. 04-04, as recorded October 4, 2004, in Book G of Short Plats, pages 202 and 203, under Auditor's File No. 200410040031, records of Kittitas County, State of Washington.

NOTICE

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

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°30'21" E	116.84'
	[N 89°30'21" W]	[116.84']
L2	S 09°18'41" E	139.02'
	[N 09°18'41" W]	[139.02']
L3	S 89°30'21" E	151.08'
L4	N 00°29'39" E	56.99'
	(S 00°29'39" W)	
L5	S 89°30'21" E	16.28'
L6	S 02°15'32" E	313.80'
L7	S 02°39'10" E	178.84'
L8	S 32°36'26" E	182.89'
L9	S 25°18'10" E	18.79'
	<N 25°18'10" W>	<18.79'>
L10	S 35°44'51" E	146.15'
	<S 35°44'51" E>	
L11	N 26°30'07" E	49.87'
	<N 26°30'10" E	49.88'>,
L12	N 78°12'25" E	10.33'
	<N 78°12'28" E	10.33'>
L13	N 19°20'55" E	28.07'
	<N 19°20'58" E	28.08'>
L14	N 26°40'51" W	130.02'
	<N 26°40'48" W	130.05'>
L15	N 10°21'53" E	136.08'
	<N 10°21'56" E	136.11'>
L16	N 26°13'14" E	90.11'
	<N 26°13'17" E	90.13'>
L17	N 53°25'36" E	89.88'
	<N 53°25'39" E	89.90'>
L18	N 44°26'10" E	13.34'
	<N 44°26'19" E	813.34'>

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	S27 T18N R18E

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Surveyed by	LMH	Scale	1" = N/A
Drawn by	Tml/ FCS	Sheet	6 of 7
Checked by	FCS	Project No.	18146

File — Project Docs: S:\18146\18148 DIV 2\18148 MP2.pro (Plotted - May 8, 2019)

13/29

05/21/2019 12:23:57 PM V: 13 P: 29 201905210014
Page 1 of 7
KITTITAS COUNTY, WA
PALOMINO FIELDS PLAT
Title: LCU, INC.
Fee: $0.00

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

181827

PALOMINO FIELDS PLAT - DIVISION II

A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

GENERAL NOTES

1. As Per RCW 17.10.140..landowner are responsible for the controlling and.preventing the spread of noxious weeds. Accordingly, the Kittitas County Noxious Weed Board recommends immediate reseeding of areas disturbed development to preclude the proliferation of noxious weeds.

2..Construction of access improvements will require obtaining an access permit from.the Department of Public .Works. All access improvements shall be completed in accordance with current Kittitas County Road standards prior to issuance of a building occupancy permit for any proposed lots.

3. An easement of ten feet in width is reserved along all parcel lot lines. The ten foot easement shall abut the exterior plat bounderies and shall be divided five feet each side of the interior lot lines. Said easement shall be for public utilities, gas, irrigation, and cable television.

4. Subdivision Guarantee No. 72166-46709762, as provided by Chicago Title Insurance Company. All easements from said Subdivision Guarantee have been reviewed, those with a plottable location have been shown on face of plat.

IRRIGATION WATER NOTES

1. The Ellensburg Water Company's canal and canal road runs on the eastern edge of this Palomino Fields Plat - Division II subdivision. There shall be no trespassing on the Ellensburg Water Company's canal road or within the right of way of the Ellensburg Water Company's canal.

2. The Ellensburg Water Company supplies irrigation water to the Palomino Fields Water System, Inc., which, in turns, pressurizes and delivers the irrigation water to the individual parcels within the Palomino Fields Plat - Division II subdivision. The Palomino Fields Water System, Inc. owns the shares of the irrigation water and acts as the Water Master for any and all irrigation water delivered to all parcels within the Palomino Fields Plat - Division II subdivisions. All questions relating to irrigation shall be directed to the Palomino Fields Water System, Inc. and the Water Master.

NOTICE

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

DEDICATION

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ...8th... day of...MAY..., A.D., 2019, CLE ELUM PINE WEST, LLC., a Washington Limited Liability Company

.....
Manager

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ...8th... day of...MAY..., A.D., 2019, CLE ELUM PINE EAST, LLC., a Washington Limited Liability Company

.....
Manager

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF Kittitas)

On this day ...8th... of ...May..., A.D., 2019, 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 manager of CLE ELUM PINE WEST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington,

residing at ...Ellensburg...

SCHIREE MINOR NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 09, 2020

STATE OF WASHINGTON)
) SS
COUNTY OF Kittitas)

On this day ...8th... of ...May..., A.D., 2019, 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 manager of CLE ELUM PINE EAST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington,

residing at ...Ellensburg...

SCHIREE MINOR NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 09, 2020

FREDERICK C. SKINNER STATE OF WASHINGTON 2491 REGISTERED PROFESSIONAL LAND SURVEYOR 05-08-19

INSTRUMENT USED.	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
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LCU, INC.

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

File — Project Desc: S:\18146\18146 DIV 2\18146 MP2.pro (Printed - May 8, 2019)

Receiving No. .....

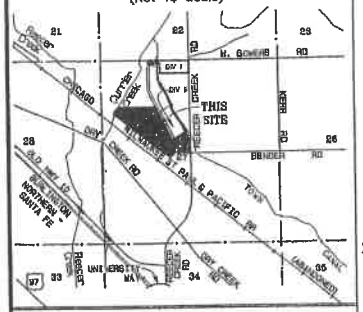
LPF-19-00004
LP-07-00031

181827

PALOMINO FIELDS PLAT – DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT – DIVISION II
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

VICINITY MAP
(Not To Scale)



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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

Mark K Cook
Kittitas County Engineer

HEALTH DEPARTMENT

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

Dated this 12 Day of Feb A.D., 2020.

MD
Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

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

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

Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that the taxes and assessments are paid for the preceding years and for this year in which the plat is now to be filed. Parcel No. 960976 and 960976.

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

Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

I HEREBY CERTIFY that the Palomino Fields Plat – Division V, has been examined by me and I find the property to be in an acceptable condition for platting. Parcel No's. 960976 and 960976.

Dated this 11 Day of February A.D., 2020.

Kittitas County Assessor

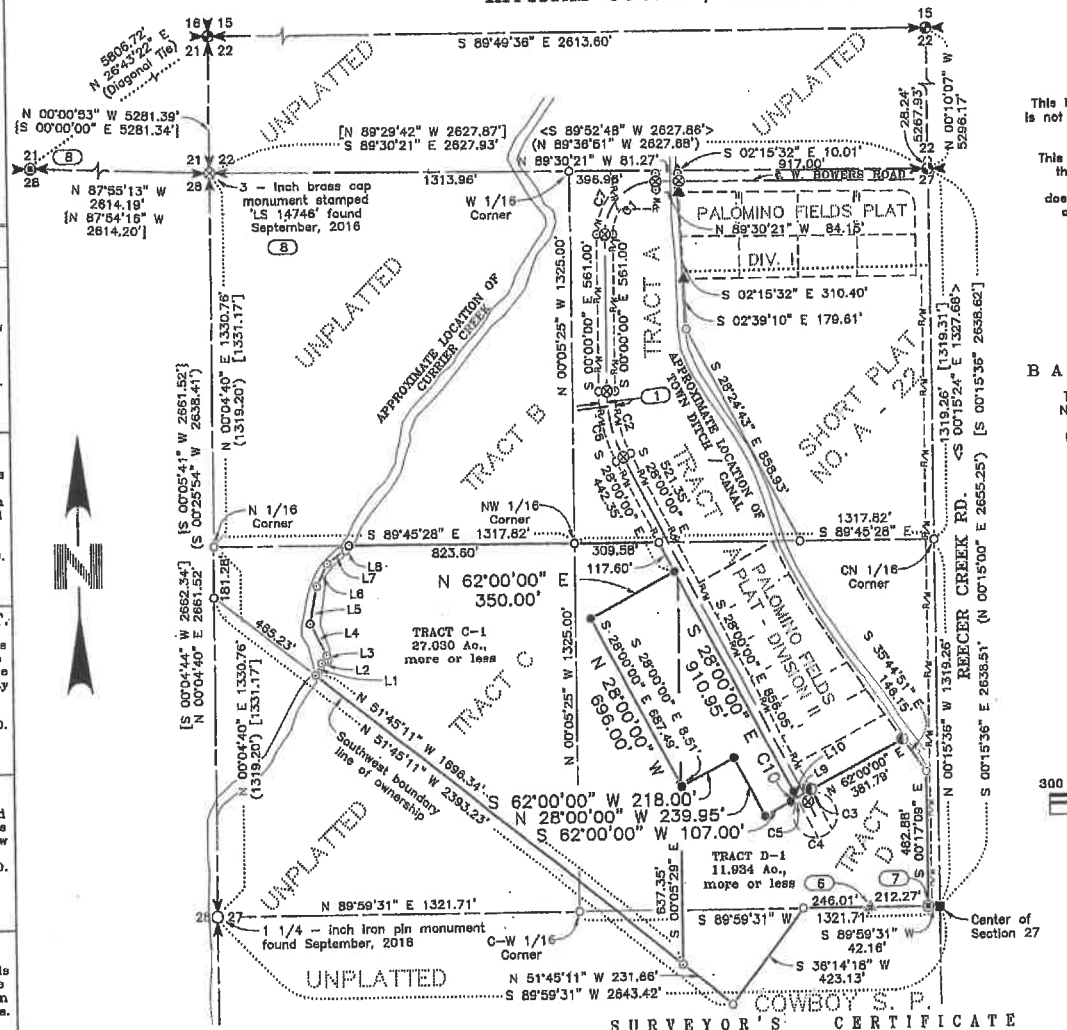
KITTITAS COUNTY BOARD OF COMMISSIONERS

EXAMINED AND APPROVED this 18th day of February A.D., 2020.

BOARD OF COUNTY COMMISSIONERS

By .....
Chairperson

ATTEST .....
Clerk of the Board



NOTICE

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

BASIS OF BEARINGS

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

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 26°30'07" E	49.87'
L2	N 79°12'25" E	10.39'
L3	N 19°20'55" E	28.07'
L4	N 26°40'51" W	130.02'
L5	N 10°21'53" E	138.08'
L6	N 25°13'14" E	90.11'
L7	N 53°25'35" E	89.88'
L8	N 44°28'10" E	13.34'
L9	S 28°00'00" E	24.10'
L10	N 62°00'00" E	50.00'

300 150 0 300 600 900

SCALE IN FEET

AUDITOR'S CERTIFICATE

Filed for record this 25th day of FEBRUARY 2020, at 1:21 PM, in Book 13 of Surveys at Page(s) 88 under Auditor's File Number 202002250022 at the request of Western Pacific Engineering & Survey, Inc.

Jerald V. Pettit
County Auditor

Deputy County Auditor

SURVEYOR'S CERTIFICATE

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

STATE OF WASHINGTON FREDERICK C. SKINNER 12491 REGISTERED PROFESSIONAL LAND SURVEYOR

Frederick C. Skinner

Frederick C. Skinner, P.E./ P.L.S.
Washington Land Surveyor No. 12491
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1328 Hunter Place
Moses Lake, Washington 98837

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU, INC.

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

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CRUSE & NELSON
F.H.A. U.S.D.A.
Plat Law Compliance
File --- Project Data: S:\18146\18146 DIV 5\18146 MPS.pro (Plotted – Jan 27, 2020)

13/89

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Page 2 of 4
CLE ELUM PINES WEST LLC
Kittitas County Auditor

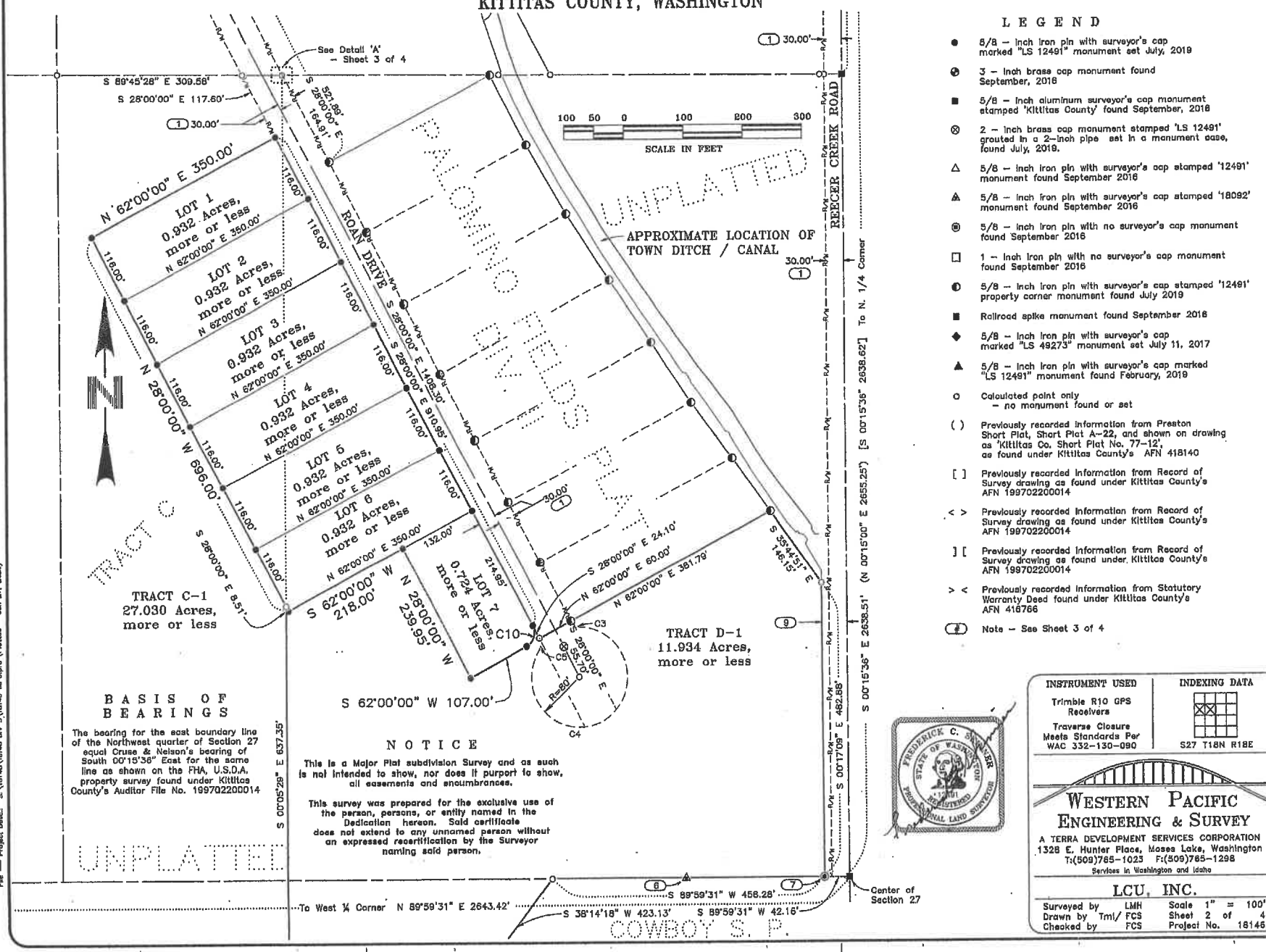
PALOMINO FIELDS PLAT – DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT – DIVISION II
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....

LPF-19-00004
LP-07-00031

181827



LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument set July, 2019
- ⊕ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊗ 2 – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe set in a monument case, found July, 2019.
- △ 5/8 – inch iron pin with surveyor's cap stamped '12491' monument found September 2016
- ▲ 5/8 – inch iron pin with surveyor's cap stamped '18092' monument found September 2016
- ◉ 5/8 – inch iron pin with no surveyor's cap monument found September 2016
- □ 1 – inch iron pin with no surveyor's cap monument found September 2016
- ◐ 5/8 – inch iron pin with surveyor's cap stamped '12491' property corner monument found July 2019
- ■ Railroad spike monument found September 2016
- ◆ 5/8 – inch iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
- ▲ 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument found February, 2019
- o Calculated point only – no monument found or set
- ( ) Previously recorded information from Preston Short Plat, Short Plat A–22, and shown on drawing as 'Kittitas Co. Short Plat No. 77–12', as found under Kittitas County's AFN 418140
- [ ] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 416766
- (#) Note – See Sheet 3 of 4

BASIS OF BEARINGS

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

NOTICE

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FREDERICK C. SNEEVER — STATE OF WASHINGTON — 12491 — REGISTERED PROFESSIONAL LAND SURVEYOR

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	S27 T18N R18E

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

LCU, INC.

Surveyed by	LMH	Scale	1" = 100'
Drawn by	Tml/ FCS	Sheet	2 of 4
Checked by	FCS	Project No.	18145

File — Project Desc.: S:\18145\18145 DIV 5\18145 MPS.pno (Plotted — Jan 27, 2020)

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Page 1 of 4
$187.50 CLE ELUM PINES WEST LLC
Kittitas County Auditor

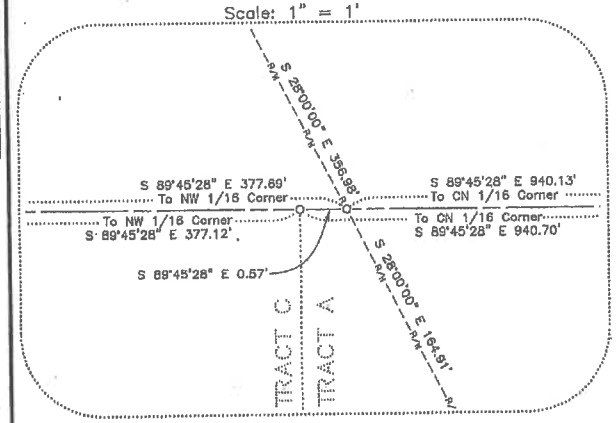
Receiving No. .....
LPF-19-00004
LP-07-00031

181827

PALOMINO FIELDS PLAT – DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT – DIVISION II
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

DETAIL 'A'
Scale: 1" = 1'



ORIGINAL PROPERTY DESCRIPTION

Tract C and Tract D of the Palomino Fields Plat – Division II as recorded in Book 13 of Plats, Pages 29 through 28, as recorded under the Kittitas County Auditor's File Number 201905210014.

GENERAL NOTES

1. As Per RCW 17.10.140. landowners are responsible for the controlling and preventing the spread of noxious weeds. Accordingly, the Kittitas County Noxious Weed Board recommends immediate reseeding of areas disturbed development to preclude the proliferation of noxious weeds.

2. Construction of access improvements will require obtaining an access permit from the Department of Public Works. All access improvements shall be completed in accordance with current Kittitas County Road standards prior to issuance of a building occupancy permit for any proposed lots.

3. An easement of ten feet in width is reserved along all parcel lot lines. The ten foot easement shall abut the exterior plat boundaries and shall be divided five feet each side of the interior lot lines. Said easement shall be for public utilities, gas, irrigation, and cable television.

4. Subdivision Guarantee No. 72156-46840372, as provided by Chicago Title Insurance Company. All easements from said Subdivision Guarantee have been reviewed, those with a plottable location have been shown on face of plat.

WATER NOTES

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

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PLAT NOTES

1. Existing thirty-foot (30.00') Kittitas County Road Right-of-Way.
2. Not used.
3. Not used.
4. Not used.
5. Not used.
6. Found a 5/8-inch iron pin N 17°22'22" E a distance of 0.76' from the calculated position of the property corner.
7. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property line.
8. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 536434.
9. County road right-of-way as detailed on the Record of Survey drawing filed in Book 22 of Surveys, Page 174, Kittitas County Auditor's File No. 199702200014.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	157.04'	90°29'39"	248.03'	158.40'	S 45°14'49" W	223.04'
C2	470.00'	28°00'00"	229.69'	117.18'	S 14°00'00" E	227.41'
C3	20.00'	60°00'00"	20.94'	11.55'	S 58°00'00" E	20.00'
C4	80.00'	300°00'00"	418.88'		S 62°00'00" W	80.00'
C5	20.00'	60°00'00"	20.94'	11.55'	N 02°00'00" E	20.00'
C6	530.00'	28°00'00"	259.01'	132.14'	S 14°00'00" E	256.44'
C7	217.04'	90°29'39"	342.79'	218.92'	S 45°14'49" W	308.26'
C8	187.04'	90°29'39"	295.41'	188.66'	S 45°14'49" W	265.65'
C9	500.00'	28°00'00"	244.35'	124.66'	S 14°00'00" E	241.92'
C10	25.00'	90°00'00"	39.27'	25.00'	S 17°00'00" W	36.36'

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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Services in Washington and Idaho

LCU, INC.

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

File — Project Data: S:\18145\18146 DIV 5\18146 MPS.pro (Plotted - Jan 15, 2020)

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Rec: $0
CLE ELUM PINES WEST LLC
Kittitas County Auditor
Page 4 of 4

13/91

Receiving No. .....

LPF-19-00004
LP-07-00031

181827

PALOMINO FIELDS PLAT – DIVISION V

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT – DIVISION II
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

SURVEYOR'S NARRATIVE

1. Historically two different locations of the north quarter corner of Section 27 Township 18 North, Range 18 East. W.M. have been used. In 1977 via the short plat recorded under Kittitas Co. Auditor's File Number 418140, a monument was set. Subsequently the monument was removed possibly due to road reconstruction. In 1991 via the survey recorded under Kittitas Co. Auditor's File Number 539177, a nail and washer was set with a note that Kittitas Co. Public Works will set a monument in a monument case with future road maintenance in the vicinity. The location of these two monuments differ by 28.24 feet.

2. The 3-inch brass cap monument found at the intersection of Reecer Creek Road and Bowers Road was held to establish the north boundary of the northwest quarter of said section 27. By holding this monument property on the north side of this line had the fewest apparent negative impacts, while the property immediately on the south side absorbed all the decrease in size. In addition, most performed subsequent to 1991 have relied on this monument as the location of the north quarter corner.

3. However, the 1977 monument location was held for the purposes of locating the following three parcels:

   Kittitas Co. Short Plat No. A-22 recorded under AFN 418140

   Tract 1 of Statutory Warranty Deed recorded under AFN 201410160051

   Tract 2 of Statutory Warranty Deed recorded under AFN 201410160051

   In addition, other monuments and fence lines were used to help confirm the boundaries of said Short Plat.

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

5. The county road right of way for Reecer Creek Road has been defined differently by various plats along Reecer Creek Road.

   After contacting Kittitas County and doing independent records research we found no specific description of said right of way other than the previously recorded plats. Therefore with no other evidence, for this survey, the centerline of the county road known as Reecer Creek was defined in the northeast quarter of the northwest quarter of said Section 27 as coincident with the east boundary of the northwest quarter of said section. The said centerline matches that of said Auditor's File Number 418140.

6. The remaining exterior property boundary lines are identified on Sheet 1 of 4 as per the property description contained herein. However, the owner of said property owns addition adjoining property in this general area.

DEDICATIONS

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

..... day of....., A.D., 2020, CLE ELUM PINE WEST, LLC., A Washington Limited Liability Company

.....
President
CLE ELUM PINES WEST, LLC

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

..... day of....., A.D., 2020, CLE ELUM PINE EAST, LLC., A Washington Limited Liability Company

.....
President
CLE ELUM PINES EAST, LLC

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ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF .....)

On this day ..... of ....., A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and, to me known to be the president of CLE ELUM PINE WEST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington.

residing at .....

STATE OF WASHINGTON)
) SS
COUNTY OF .....)

On this day ..... of ....., A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and, to me known to be the president of CLE ELUM PINE EAST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington.

residing at .....

FREDERICK C. [illegible] — STATE OF WASHINGTON — 2491 — REGISTERED PROFESSIONAL LAND SURVEYOR — 9-17-20

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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

LCU, INC.

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

File — Project Dwnl: S:\18146\18146 DIV 5\18146 MPS.pro (Plotted - Jan 15, 2020)

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

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$75.00 Page:1 of 3
Covenants AMT
Kittitas County Auditor

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

AMT 75-

DOCUMENT TITLE: DECLARATION PALOMINO FIELDS DRAINFIELD RESTRICTIVE COVENANT

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

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

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

DECLARATION PALOMINO FIELDS DRAINFIELD RESTRICTIVE COVENANT

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

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

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

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

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

DATED: March 28, 2016

CLE ELUM PINES EAST, LLC

PATRICK D. DENEEN, Manager

CLE ELUM PINES WEST, LLC

PATRICK D. DENEEN, Manager

State of Washington
County of Kittitas;

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

Dated: March 28, 2016

Seal or Stamp

SCHIREE MINOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES SEPTEMBER 09, 2017

Signature, Notary Public in and for the State of Washington

Printed name: Schiree Minor
My Appointment Expires: 9-9-17

Filed for Record 03/29/2016 03:02:19 PM - Kittitas County, WA Auditor - 201603290030 Page 3 of 3

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

AND

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

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

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

PARCEL 2:

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

AND

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

PARCEL 3:

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

TRACT 1:

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

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

TRACT 2:

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

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

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

TREASURER'S USE ONLY	RECORDER'S USE ONLY
REVIEWED BY: [signature] DEPUTY, KITTITAS COUNTY TREASURER DATE: 8-5-08 STANDS BEFORE ME: SSH REPRESENTING: DR Horton STATING THAT NO CONSIDERATION IS BEING PAID.	08/05/2008 09:32:36 AM 200808050001 Page 1 of 12 $53.00 Contract CITY EBURG Kittitas County Auditor

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

AUDITORS NOTE Portions of this document poor quality for imaging

Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

A. ***Document Titles (or transactions contained therein):***
1 Contract for Reimbursement for Water/Sewer facilities
2 _____

B. ***Grantor (last name, first name, middle initial):***
1 SSH1, LLC
2 _____
Additional grantors on page____ of document.

C. ***Grantee (last name, first name, middle initial):***
1 City of Ellensburg
2 _____
Additional grantees on page____ of document.

D. ***Legal description (lot, block, plat or section, township, range):***
A portion of the Westhalf of the NE Qtr, Sec. 27, Twn. 18N, Range 18E
Additional legal description on page____ of document.

E. ***Assessor's property tax parcel/account number(s):***
_____

F. ***Reference numbers of documents assigned or released:***
_____
Additional references on page____ of document.

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

08/05/2008 09:32:36 AM 200808050001
$53.00 Page 2 of 12
Contract CITY EBURG
Kittitas County Auditor

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

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

WITNESSETH:

RECITALS

1.) The City owns and operates a sewer and water system within and adjacent to its limits.

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

3.) The extensions to said system shown on Figures 1, 2 and 3 are located within the area served by the City and will be accepted by the City for maintenance and operation.

4.) The cost of construction of the extensions shown in Figures 1, 2 and 3 are shown on attached Exhibits:

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

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

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

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

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

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

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

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

c.) Owner further warrants that it is the owner in title absolute of the extensions shown in Figures 1, 2 and 3, that it has neither permitted nor suffered any person or other entity to tap onto said extension prior to the date of this agreement; that the sum of $60.50 & $88.76 (for water) and $51.04 & $56.76 (for sewer) per lineal front foot is a fair pro rata charge to be assessed against the owner(s) of each parcel within the benefited premises (future service area), as shown on Figures 1, 2 and 3 who subsequently tap onto or connect to said facility, and to further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions per provisions of Title 60 RCW. In the event any lien or other claim against said extensions is asserted after conveyance to the City, which lien or claim arose on or prior to such conveyance, then the Owner shall defend and save harmless the City from loss on account thereof, and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this agreement.

d.) In consideration of the conveyance of the extensions shown in Figures 1, 2 and 3 the City agrees to accept said extension for maintenance as a part of its facility, after inspection and testing by the City. The City further agrees to collect from the owners of the realty benefited by said line who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair pro rata share of the cost of such construction based upon the sum of $60.50 & 88.76 (for water) and $51.04 & $56.76 (for sewer) per lineal front foot; unit charges shall be conclusively presumed to be a fair pro rata charge against the benefited parcel(s). In addition to the amounts agreed to be collected by the City in this paragraph, the City shall charge in addition to its usual and ordinary charges made against persons applying for service from said facility a sum equal to fifteen percent of the amount agreed in this paragraph by the City to be collected for Owner from person tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping and accounting pursuant to the terms of this agreement.

e.) The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt by the City at the address of the Owner as set forth hereinafter or at such other address as the Owner shall provide by Certified mail. If said payments are returned to the City unclaimed by the Owner or if the City is

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

f.) In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by the operation of law, the City shall pay any benefits accruing hereunder, after notice, to the successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this contract, or other parties which the City believes to be necessary or proper and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.

g.) The City agrees not to allow any Owner or user of any benefited property as described in Figures 1, 2 and 3 (future service area) to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair pro rata charge hereinabove set forth.

h.) The City shall be entitled to rely with acquittance on the provisions of this contract with respect to the fairness of the pro rata charge herein provided, and upon the description of the benefited properties set forth in Figure 1 and Figure 2 and Figure 3 (future service area).

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

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

City Manager

Approved as to form:

City Attorney

Owner Division President

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

BLACK HORSE DEVELOPER'S REIMBURSEMENT AGREEMENT
EXHIBIT A

Reecer Creek Road
8" PVC Sewer Main

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

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

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

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

BLACK HORSE DEVELOPER'S REIMBURSEMENT AGREEMENT
EXHIBIT B

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

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

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

Reecer Creek Road
8" DIP Water Main

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

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

Black Horse Development - EXHIBIT C

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

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

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

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

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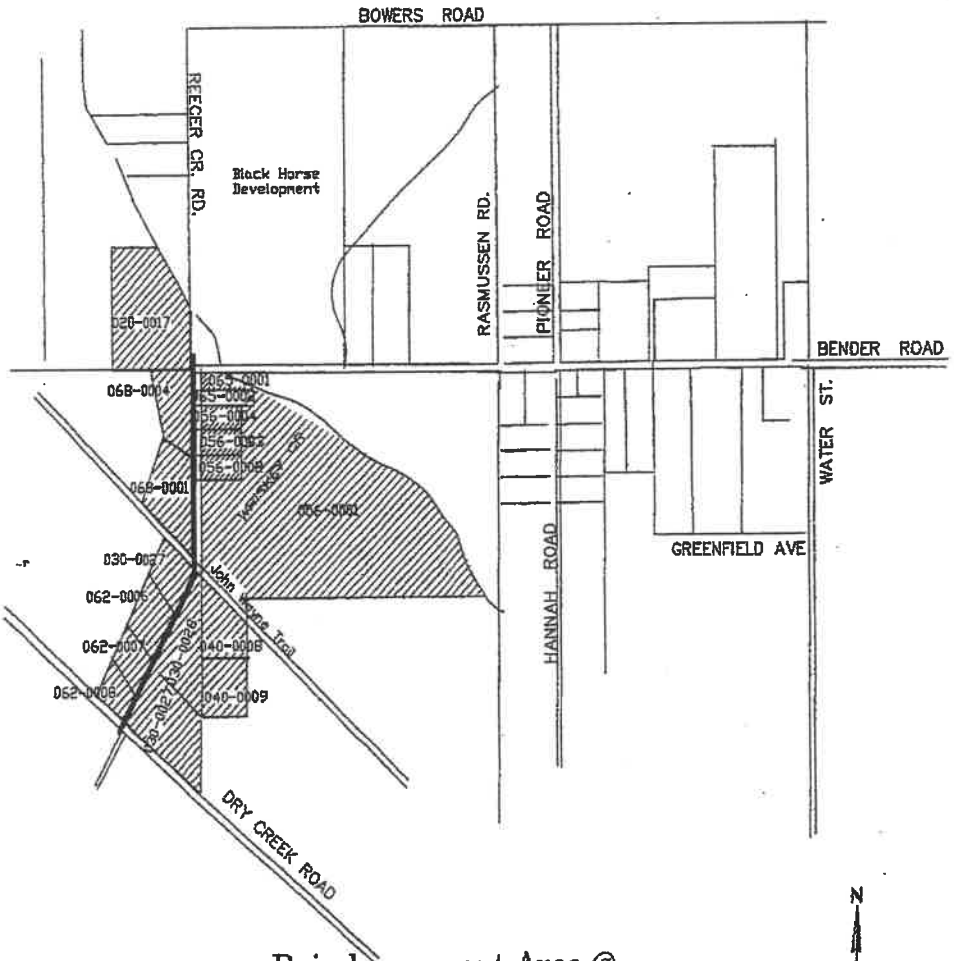
$53.00 Page 10 of 12
Contract CITY EBURG
Kittitas County Auditor

FIGURE 1

BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA FOR
SEWER SYSTEM

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



Reimbursement Area @

FIGURE 1

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

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$53.00 Page 11 of 12
Contract CITY EBURG
Kittitas County Auditor

FIGURE 2

BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA FOR
WATER SYSTEM

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

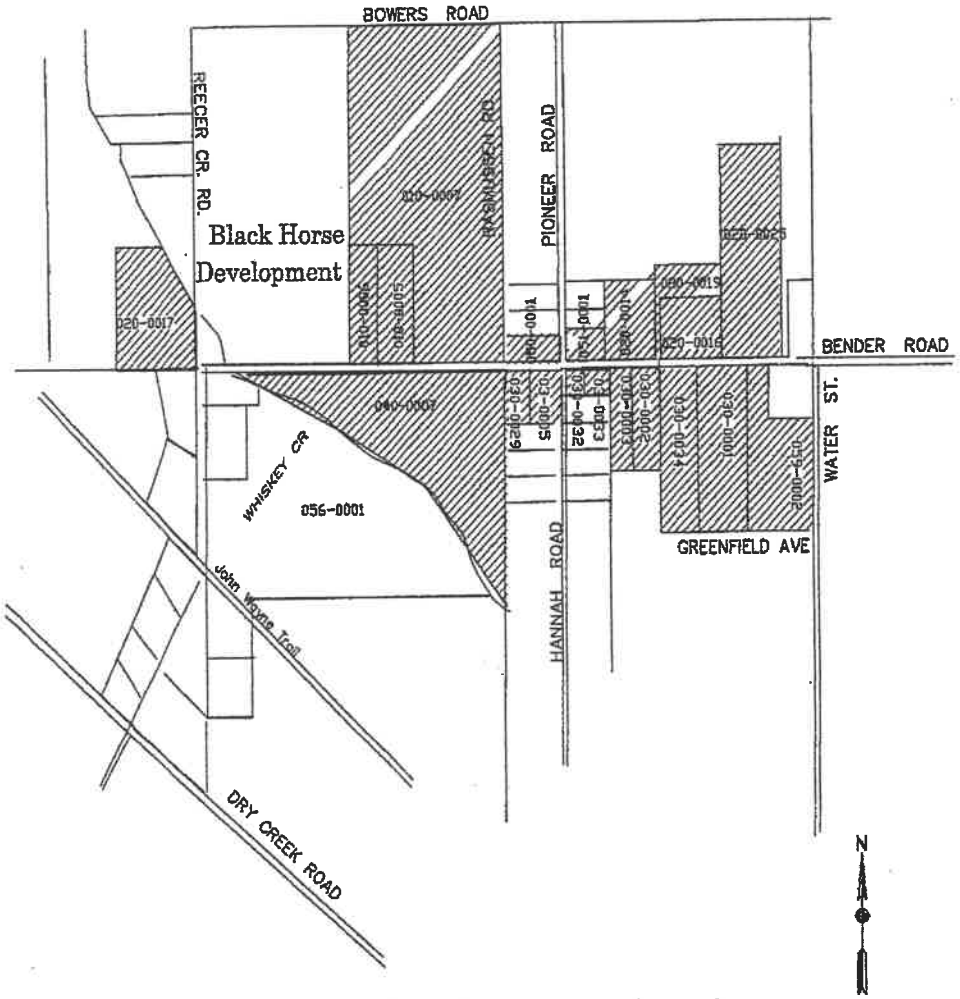


FIGURE 2

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

FIGURE 3

BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA SUBJECT
TO JOHN WAYNE EASEMENT COST

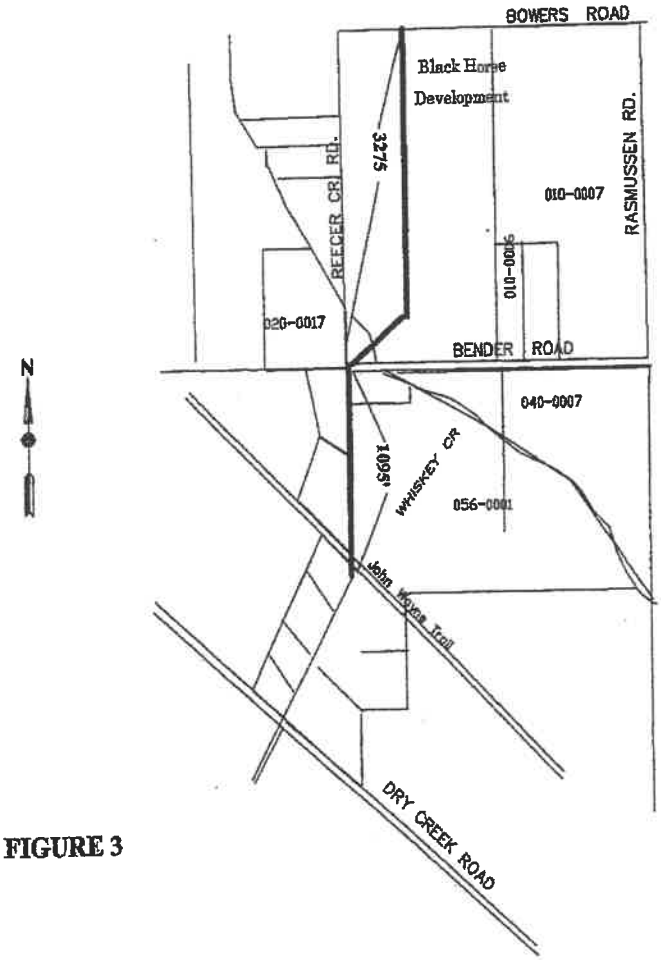


FIGURE 3

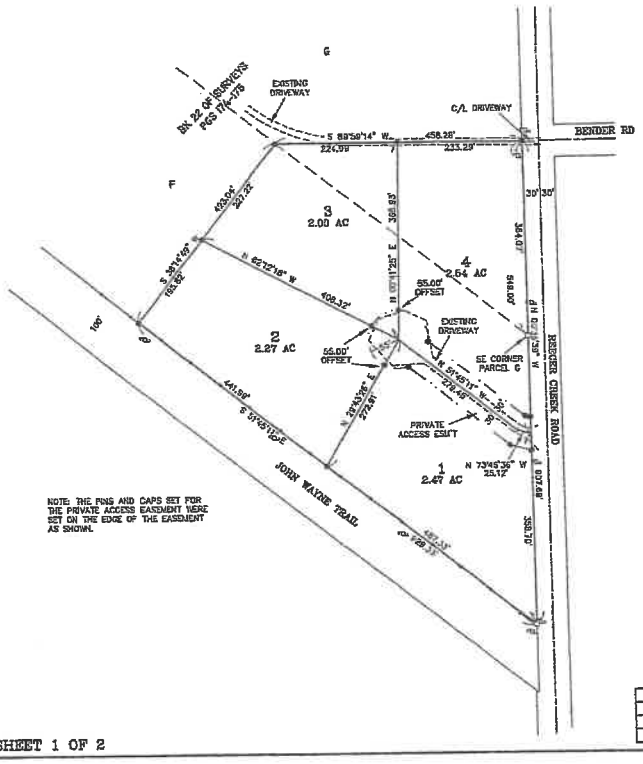
Reimbursement Area Easement Cost
Permit $50,000.00 /4370' / 2 = $5.72 per foot

6-202

RECEIVING NO. 200410040031

SP-04-04

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



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

SHEET 1 OF 2

LEGEND

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

ORIGINAL PARCEL DESCRIPTION

THAT PORTION OF PARCELS F AND G OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997, IN BOOK 22 OF SURVEYS, PAGES 174 AND 175, UNDER AUDITOR'S FILE NO. 199702200004, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, WHICH LIES SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL G, THENCE NORTH 00°36'38" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL G, 354.07 FEET TO THE TRUE POINT OF BEGINNING FOR SAID DESCRIBED LINE; THENCE SOUTH 89°59'14" WEST, 458.28 FEET; THENCE SOUTH 38°14'48" WEST, 423.04 FEET, MORE OR LESS, TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL F AND THE END OF SAID DESCRIBED LINE.

BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AUDITOR'S CERTIFICATE

Filed for record this 4th day of October, 2004, at 12:32 P.M., in Book C of Short Plats at page(s) 202 at the request of Cruse & Associates.

DAVID R. ROBERTSON
KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

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

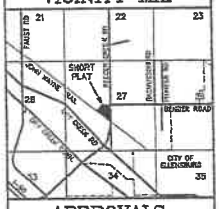
CHARLES A. CRUSE, JR.
Professional Land Surveyor
License No. 18078

8-11-04
DATE

CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 958
Ellensburg, WA 98926 (509) 962-9242

COWBOY SHORT PLAT

VICINITY MAP



APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS
EXAMINED AND APPROVED THIS 12th DAY OF August A.D. 2004.
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

KITTITAS COUNTY HEALTH DEPARTMENT
PRELIMINARY INSPECTION INDICATED SOIL CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRES AT THE COUNTY HEALTH DEPARTMENT ABOUT ISSUANCE OF SEPTIC TANK PERMITS FOR LOTS.
DATED THIS 11th DAY OF August A.D. 2004.
KITTITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR
I HEREBY CERTIFY THAT THE COWBOY SHORT PLAT HAS BEEN EXAMINED BY ME AND FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.
DATED THIS 24th DAY OF August A.D. 2004.
KITTITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITTITAS COUNTY TREASURER
I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.
PARCEL NO. 18[illegible]
DATED THIS 18th DAY OF AUGUST A.D. 2004
KITTITAS COUNTY TREASURER

NAME AND ADDRESS - ORIGINAL TRACT OWNERS
NAME: GREAT ROUND-UP COWBOY CHURCH
ADDRESS: P.O. BOX 879
ELLENSBURG, WA. 98926
PHONE: (509) 933-2500
EXISTING ZONE: SUBURBAN
SOURCE OF WATER: INDIVIDUAL WELLS
SEWER SYSTEM: SEPTIC TANKS
WIDTH AND TYPE OF ACCESS: 60' PRIVATE ACCESS ESM'T
NO. OF SHORT PLATTED LOTS: FOUR (4)
SCALE: 1" = 100'

SUBMITTED ON:
AUTHORIZED APPROVAL DATE:
RETURNED FOR CAUSE ON:

2004100400031

6/202

B-103

RECORDING NO. 200410040031

SP-04-04

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

DEDICATION

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

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 4th DAY OF October A.D., 2004.

THE GREAT ROUND-UP COWBOY CHURCH

Norman Pres. (NAME/TITLE) Corp. Sec. (NAME/TITLE)

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS 4th DAY OF October A.D., 2004, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Norm Swanson AND Sheryl Swanson TO ME KNOWN TO BE THE President AND Secretary RESPECTIVELY OF THE GREAT ROUND-UP COWBOY CHURCH, A WASHINGTON NON-PROFIT CORPORATION, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Thorp
MY COMMISSION EXPIRES: 1-19-05

STEPHEN A. CLOSNER NOTARY PUBLIC STATE OF WASHINGTON 1-19-05

DEDICATION

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

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

ROGER S. HEAD

Susan E. Head
SUSAN E. HEAD

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF YAKIMA }

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Union Gap
MY COMMISSION EXPIRES: 12-20-07

NOTES:

1. THIS SURVEY WAS PERFORMED USING A NIKON DTM-521 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.

2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.

3. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.

4. FOR SECTION SUBDIVISION, SECTION AND QUARTER SECTION CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 22 OF SURVEYS, PAGES 174-176 AND THE SURVEYS REFERENCED THEREON.

5. BY KITTITAS COUNTY ORDINANCE, ONLY SPRINKLER OR DRIP IRRIGATION IS ALLOWED FOR LOTS 3 ACRES OR LESS IN SIZE.

6. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.

7. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT OF WAY.

8. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITTITAS COUNTY ROAD STANDARDS.

9. ACCORDING TO KCRS 12.50.30 MAILBOX(S) SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3.

10. KITTITAS COUNTY RELIES ON ITS RECORD THAT A SUPPLY OF POTABLE WATER EXISTS. THE APPROVAL OF THIS DIVISION OF LAND INCLUDES NO GUARANTEE OR ASSURANCE THAT THERE IS A LEGAL RIGHT TO WITHDRAW GROUNDWATER WITHIN THE LAND DIVISION.

11. ACCESS TO LOTS 1, 2, 3 AND 4 WILL BE LIMITED TO THE ACCESS SOUTH OF LOT 4, NORTH OF LOT 1. IF IMPROVEMENTS ARE MADE TO THE EXISTING DRIVEWAY (RUNNING ALONG THE NORTH PROPERTY LINES OF LOTS 3 AND 4), THE EXISTING DRIVEWAY SHALL BE REALIGNED TO MEET THE ALIGNMENT OF THE REECER CREEK/BENDER INTERSECTION.

12. AN 8" WATER LINE FOR IRRIGATION FRANCHISE (UNRECORDED) EXISTS WITHIN THE RIGHT OF WAY OF REECER CREEK ROAD ADJACENT TO LOTS 1 AND 4 OF THIS SHORT PLAT.

AUDITOR'S CERTIFICATE

Filed for record this 4th day of October 2004, at 12:12 P.M. in Book 8 of Short Plats at page(s) 203 at the request of Cruse & Associates.

DAVID S. BOWEN
KITTITAS COUNTY AUDITOR

CHARLES A. CRUSE REGISTERED PROFESSIONAL LAND SURVEYOR 15108 EXPIRES: 10-08-05

8-11-04

CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242

COWBOY SHORT PLAT

SHEET 2 OF 2

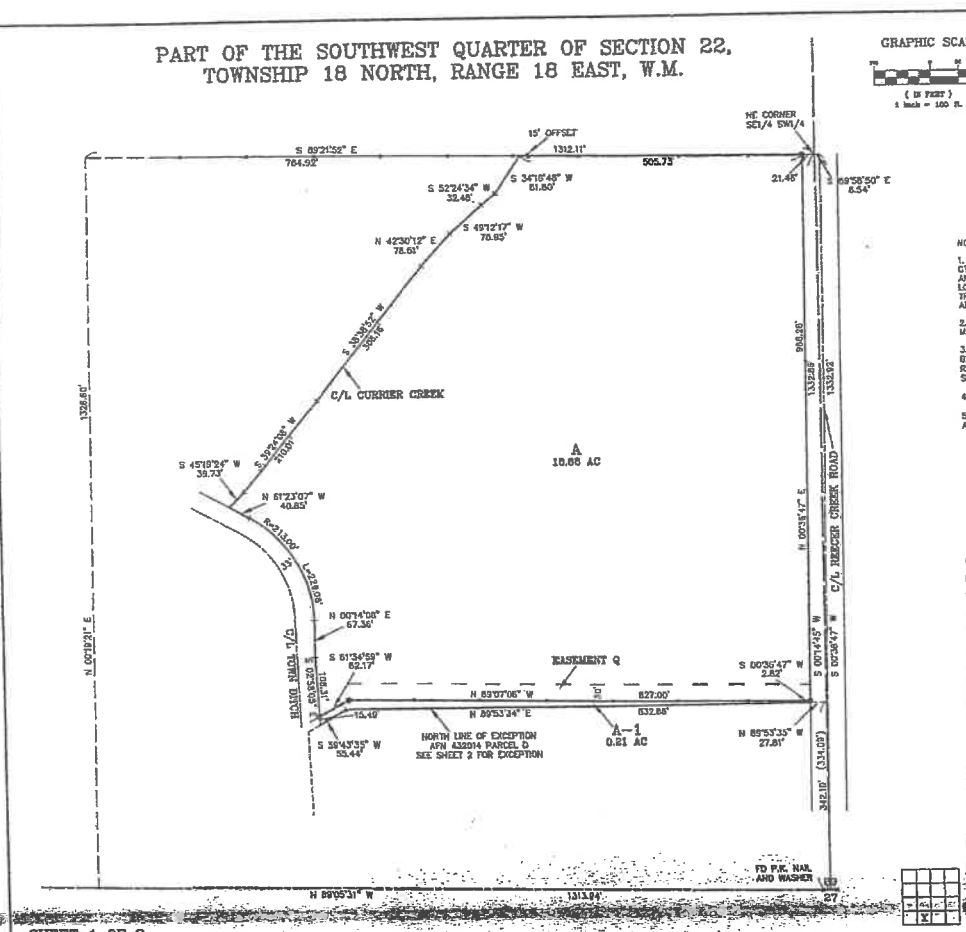
200410040031

B-103

23-4

1997101500001

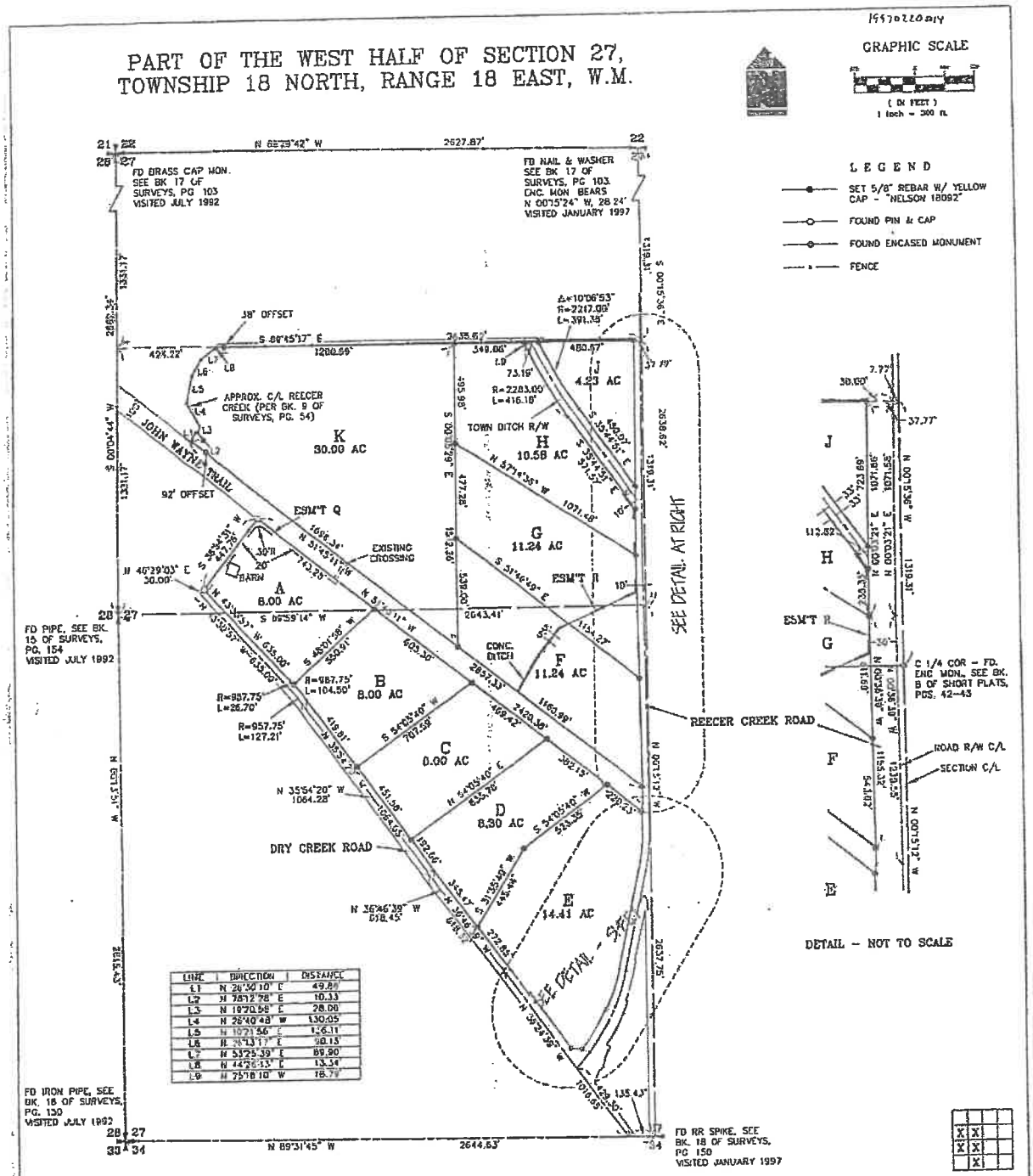
PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.



1997101500001

23/4-5

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



LINE	DIRECTION	DISTANCE
L1	N 26°30'10" E	49.89
L2	N 78°12'28" E	10.33
L3	N 19°30'58" E	28.08
L4	N 26°40'48" W	130.05
L5	N 10°21'56" E	126.11
L6	N 79°43'17" E	90.13
L7	N 53°29'39" E	89.90
L8	N 44°26'13" E	13.54
L9	N 75°18'10" W	18.79'

SHEET 1 OF 2

AUDITOR'S CERTIFICATE

Filed for record this 20th day of FEBRUARY, 1997, at 2:47 P.M., in Book 22 of Surveys at page(s) 127 at the request of Chris A Nelson

BEVERLY M ALDERMAN BY
KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of ROBERT L TERRELL in DECEMBER of 1996

DAVID P NELSON
Professional Land Surveyor

FEBRUARY 20, 1997
DATE
License No 18092

DAVID P. NELSON
STATE OF WASHINGTON
18092
REGISTERED
PROFESSIONAL LAND SURVEYOR

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 925-4747

FARMERS HOME ADMINISTRATION, U.S.D.A PROPERTY

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

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-3C TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.

2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY

3. THE LOCATIONS SHOWN HEREON FOR THE DRY CREEK ROAD AND THE JOHN WAYNE TRAIL (FORMERLY C.M.ST.P. & P RAILROAD) RIGHTS OF WAY ARE BASED ON THE SURVEY FILED IN BOOK 9 OF SURVEYS, PAGE 54.

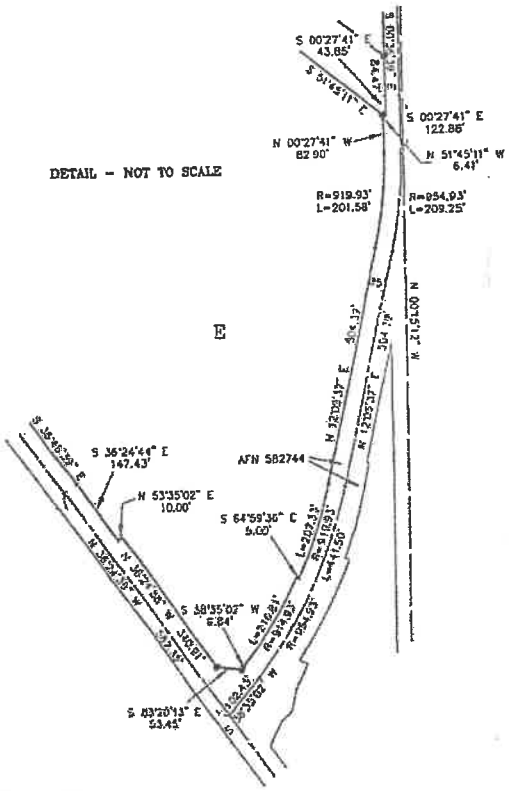
4. THE LOCATION SHOWN HEREON FOR THE TOWN DITCH RIGHT OF WAY IS BASED ON THE PHYSICAL CENTERLINE THEREOF.

5. THE LOCATION SHOWN HEREON FOR THE REECER CREEK ROAD RIGHT OF WAY IS BASED ON PLANS AND DATA ON FILE WITH THE KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

6. THE NORTH LINE OF THE SUBJECT PARCEL SHOWN ON BOOK 9 OF SURVEYS, PAGE 54, WAS BASED ON A DIFFERENT LOCATION FOR THE NORTHWEST CORNER OF SECTION 27 AND A SINGLE PROPORTIONED WEST 1/4 CORNER RATHER THAN THE MONUMENTS SHOWN HEREON.

7. BASIS OF BEARINGS: THE BEARING OF N 00°15'24" W FROM THE RR SPIKE AT THE SOUTH 1/4 CORNER TO AN ENCASED MONUMENT 28'± NORTHERLY OF THE NAIL AND WASHER SHOWN HEREON FOR THE NORTH 1/4, IS THE SAME AS THAT SHOWN FOR THE SAME LINE ON BOOK 9 OF SURVEYS, PAGE 54.

8. THE PARCELS AS SHOWN WERE CREATED UNDER CHAP. 16.04.020(1), 16.04.020(2) AND 16.04.020(5) OF THE KITTITAS COUNTY SUBDIVISION ORDINANCE.



LEGAL DESCRIPTIONS

ORIGINAL PARCELS - PTN OF AFN 451158

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL B

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL C

PARCEL C OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON

PARCEL D

PARCEL D OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON

PARCEL E

PARCEL E OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL F

PARCEL F OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL G

PARCEL G OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL H

PARCEL H OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL J

PARCEL J OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL K

PARCEL K OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EASEMENT Q

EASEMENT Q AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING ACROSS A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; AFFECTING PARCEL A OF SAID SURVEY.

EASEMENT R

EASEMENT R AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 174-175, UNDER AUDITOR'S FILE NO. 199702200_____ RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING ACROSS A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; AFFECTING PARCELS F, G AND H OF SAID SURVEY.

SHEET 2 OF 2

AUDITOR'S CERTIFICATE

Filed for record this 20TH day of FEBRUARY,
1997, at 1:12 P.M., in Book 22 of Surveys
at page(s) 174 at the request of Nelson

BEVERLY M. ELDRIDGE
KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of ROBERT BLANCHETTE in DECEMBER of 1996.

DAVID P. NELSON
Professional Land Surveyor

FEBRUARY 20 1997
DATE

License No. 12282

DAVID P. NELSON
STATE OF WASHINGTON
12282
REGISTERED
PROFESSIONAL LAND SURVEYOR

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 925-4747

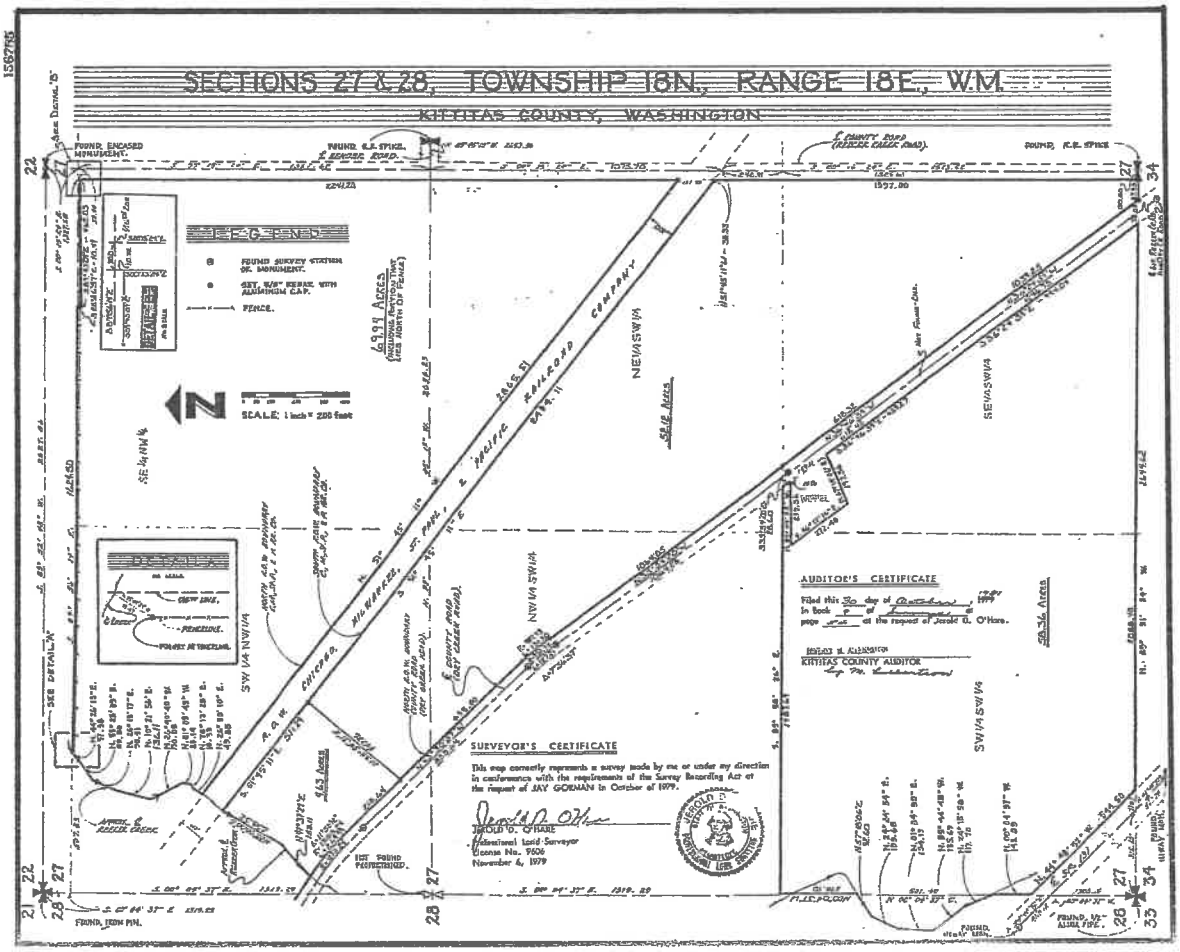
FARMERS HOME ADMINISTRATION,
U.S.D.A PROPERTY

Bk 22 Pg 174

1582765

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

KITTITAS COUNTY, WASHINGTON



Vol 9 pg 97

RECEIVING NO. 414140

KITTITAS CO. SHORT PLAT NO. 1-77

A PORTION SECTION 27 TWP. 18 N., RANGE 18 E., W.M.

ORIGINAL TRACT

ASSESSOR'S PARCEL NO(S).

NOTICE:

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

FUTURE PERMITS:

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

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of Mr. LeRoy J. Preston in August 1977.

Frederick C. Skinner, P.E. & L.S.

Washington L.S. Certificate # 12491

VICINITY MAP

SCALE 3/4" = 1 MILE

PROJECT LOCATION

CITY OF ELLENSBURG

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

SURVEYOR'S NOTE: LEGAL DESCRIPTION FOR THIS PARENT TRACT DO NOT CLOSE BY GMD AND THE LEGAL DESCRIPTION FOR THE DON HERR PROPERTY DOESN'T CLOSE BY 5'.

OWNER – DON HERR

NE¼ NW¼

NW¼ NE¼

LOT 1 4.65 ACRES

LOT 2 4.11 ACRES

LOT 3 3.22 ACRES

LOT 4 2.00 ACRES

OWNER – L. GENE SPURLING

OWNER – LEROY J. PRESTON

OWNER – MELVIN N. WIPPLE

N ¼ CORNER

CENTER ¼ CORNER

SE¼ NW¼

SCALE 1"=200'

SECTION BREAK-DOWN

LEGEND

- ⊙ ½" IRON ; W/ CAP SET
- ● IRON PIN FOUND
- ⊙ IRON PIPE FOUND
- ⊡ ½" ALUM. PIPE FOUND
- ⊙ RAILROAD SPIKE FOUND
- ⟶ EXISTING FENCE LINE

DATUM OF BEARINGS

BEARING ALONG N-S ¼ LINE EQUALS DEGREE BEARING OF S.00°15'W.

Note: The ten feet wide (10.00') irrigation easement shall provide the owner, either downstream or immediately upstre a, the right to enter upon the land to maintain the irrigation system and its flow.

LEGAL DESCRIPTION

That Portion of the Northwest Quarter of the Northeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter of Section 27, Township 18 North, Range 18 East, W.M., County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northeast corner of the Northwest quarter of said section; thence South 00°15'00" West along the East boundary line of said quarter a distance of 511.72 feet; thence North 89°45'00" West a distance of 30.00 feet to the Westerly right-of-way boundary line for the county road known as Reecer Creek, said point being the True Point of Beginning; thence South 00°15'00" West along the West boundary line of said county road a distance of 915.74 feet to the South boundary line of the Northeast quarter of the Northwest quarter of said section; thence South 00°15'00" West along the Westerly boundary line of said county road a distance of 10.72 feet; thence North 89°16'45" West a distance of 465.05 feet; thence North 27°56'33" West a distance of 10.49 feet to the Southerly boundary line of the Northeast quarter of the Northwest quarter of said section; thence North 27°56'33" West a distance of 538.22 feet; thence North 02°11'00" West a distance of 179.61 feet; thence South 89°24'55" East a distance of 873.64 feet to the True Point of Beginning.

EXCEPTING THEREFROM the right-of-way of the Ellensburg Water Company Canal, Containing 14.98 acres, more or less.

KNOW ALL MEN BY THESE PRESENTS: That LeRoy J. Preston and Gretchen C. Preston, husband and wife; and John J. O'Neill and Edna O'Neill, husband and wife, the undersigned owners in fee simple of the herein described real property, do hereby declare, subdivide and plat as herein described. IN WITNESS THEREOF, We have hereunto set our hands and seal this 28th day of Nov., A.D., 19 77.

LeRoy J. Preston

Gretchen C. Preston

John O. O'Neill

Edna O'Neill

STATE OF WASHINGTON } ss
COUNTY OF KITTITAS }

This is to certify that on this 28th day of Nov., 1977, before me the undersigned a notary public personally appeared LeRoy J. Preston and Gretchen C. Preston, and John J. O'Neill and Edna O'Neill, to me known to be the persons who executed the foregoing dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 28th day of Nov. 1977.

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

Margaret Faul

PLANNING DEPT.

THIS DIVISION COMPLIES WITH ALL APPLICABLE REQUIREMENTS AND STANDARDS OF THE KITTITAS COUNTY SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

PLANNING DIRECTOR 11-15-77 DATE

HEALTH DEPT.

PRELIMINARY INSPECTION INDICATE THAT CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRY AT THE COUNTY HEALTH DEPT. AS TO THE ISSUANCE OF SEPTIC TANK PERMITS FOR SPECIFIC LOTS.

ENVIRONMENTAL HEALTH OFFICER 11-16-77 DATE

COUNTY ENGINEER.

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

COUNTY ENGINEER 11/16/77 DATE

COUNTY TREASURER

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

TREASURER 11-16-77 DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 28th DAY OF Nov., 19 77 AT THE REQUEST OF: L. Preston

AUDITOR'S FEE NO. A-22 479.45

DEPUTY COUNTY AUDITOR

NAME & ADDRESS OF ORIGINAL TRACT OWNER
LEROY J. PRESTON
RT 4, BOX 81, ELLENSBURG PHONE 962-2113

EXISTING ZONING AGRICULTURE

SOURCE OF WATER WELL

SEWAGE SYSTEM SEPTIC TANK & DRAINFIELD

IRRIGATION SYSTEM CASCADE DITCH

WIDTH & TYPE OF ACCESS EXISTING COUNTY ROAD (REECER CREEK ROAD)

NO. OF SHORT PLATTED LOTS 4

SUBMITTED ON: _____ RECEIPT _____

RETURN FOR CAUSE ON: _____

APPROVAL DATE: _____

191027

Proj. No. 100.77

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
Environmental Health Division
507 N Nanum St., Suite 102
Ellensburg, WA 98926 509-962-7515

Permit # OS-21-00210

ON SITE SEWAGE INSTALLATION PERMIT

Parcel #
18-18-27075-0100

Description	Type of Permit
	New

Applicant	Type of System
CLE ELUM PINES WEST LLC	Pressure

Subdivision	Division	Block	Lot

Site Address	Parcel Size
REECER CREEK RD ELLENSBURG,	

No. of Bedrooms	Other
29	

Square Feet of Drainfield	Septic Tank Capacity	Pump Chamber Capacity	Application Rate
3480	1000 each lot	1000 each lot	.6

State Licensed Designer / PE	Installation Contractor
Mark Nelson	Central Cascade- Frank Simera

Issued By	Date Issued
Dan Suggs	06/14/2021

A sewage system installation permit expires one year from the month of issuance. A one year renewal permit may be applied for prior to expiration.

Inspected By	Date Approved

Comments

18-18-27075-0100

Kittitas County Public Health Department

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
Environmental Health Division
507 N Nanum St., Suite 102
Ellensburg, WA 98926 509-962-7515

Permit # OS-21-00211

ON SITE SEWAGE INSTALLATION PERMIT

Parcel #
18-18-27075-0100

Description	Type of Permit
	New

Applicant	Type of System
CLE ELUM PINES WEST LLC	Pressure

Subdivision	Division	Block	Lot

Site Address	Parcel Size
REECER CREEK RD ELLENSBURG,	

No. of Bedrooms	Other
29	

Square Feet of Drainfield	Septic Tank Capacity	Pump Chamber Capacity	Application Rate
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Inspected By	Date Approved

Comments

18-18-27075-0100

Kittitas County Public Health Department

ENGINEERS SPECIAL INSPECTORS PLANNERS SURVEYORS
WESTERN PACIFIC ENGINEERING & SURVEY
PIONEER WAY PROFESSIONAL CENTER
1328 E. HUNTER PLACE
MOSES LAKE, WASHINGTON 98837
OFFICE: (509) 765-1023
FAX: (509) 765-1298

APPROVED
DATE: 27/May/2021
KITTITAS COUNTY ENGINEER

April 27, 2021

Cle Elum Piles West LLC
Attn: Chad Bala
P.O. Box 808
Cle Elum, WA 98922

Subject: Roadway Certification for Dapple Grey Way in Kittitas County Washington.
WPES Project Number: 20646

Dear Mr. Bala:

On October 30, 2020 you completed construction of Dapple Grey Way as part of the Palomino Fields Major Plat. I have reviewed the construction and the December 15, 2015 Kittitas County Roadway Standards and have found the following:

Easement Width: Table 4-1, 60' of roadway easement, Tract J, is provided per the Palomino Fields Division 4 plat.

Roadway Width: 26' of asphalt roadway width is provided exceeding the requirements of Table 4-4a for development with 41 or more parcels.

Roadway Surfacing: The roadway is surfaced with 12" of compacted crushed rock and 3" of compacted hot mix asphalt, exceeding the requirements of Table 4-4a.

Roadway Compaction: The compaction of the roadway was done under the supervision of Western Pacific Engineering and Survey. Compaction reports have been included as part of the record. Compaction of the roadway was found to be in conformance with standards.

Drainage: Drainage swales are installed along the roadway perimeter to contain stormwater on site in conformance with Stormwater Management Manual for Eastern Washington and the project plans and specifications.

Maximum Grade: All roadways are below the maximum grade of 10% allowed by Table 4-4a.

Sight Distance: Meets of exceeds the requirements of AASHTO.

Horizontal Curvature: Meets or exceeds the requirements of WSDOT.

Vertical Curvature: Meets or exceeds the requirements of WSDOT.

Access: Dapple Grey Way is access at the north and south ends by the County Road known as Roan Drive.

Speed Limit: The speed limit is not posted at this time

Channelization: Not necessary at this time.

Cut and Fill Slopes: Cut and fill slopes meet or exceed the requirements of Table 4-4a.3

Roadway Maintenance: Roadway maintenance has been address in the Road Maintenance Agreement prepared by James C. Carmody, Meyer, Fluegge & Tenney for the properties fronting Dapple Grey way, including Lots 1/14, Tracts 'E' through 'H' and Tract 'J'.

Having reviewed the construction plans and the roadway construction I find that the roadway, Dapple Grey Way, meets the private roadway standards under Section 12.40.70 through Section 12.40.90 of the Kittitas County Roadway Standards dated December 15, 2015.

If you have any questions or require further assistance in this matter, please feel free to call our office.

Sincerely,

Nathaniel D. Nofziger P.E.
WESTERN PACIFIC ENGINEERING AND SURVEY

PALOMINO FIELDS PLAT – DIVISION IV

Receiving No. .....
LP – ##-######

181827

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

VICINITY MAP

(Not To Scale)

APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

EXAMINED AND APPROVED

This ..... day of ..... , A.D., 2020

.....
Kittitas County Engineer

HEALTH DEPARTMENT

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

Dated this ..... Day of ..... A.D., 2020.

.....
Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

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

Dated this ..... Day of ..... A.D., 2020.

.....
Kittitas County Planning Official

CERTIFICATE OF TREASURER

I HEREBY CERTIFY that the taxes and assessments are paid for the preceding years and for this year in which the plat is now to be filed. Parcels 960974, 961392, & 961393.

Dated this ..... Day of ..... A.D., 2020.

.....
Kittitas County Treasurer

CERTIFICATE OF ASSESSOR

I HEREBY CERTIFY that the Palomino Fields Plat – Division IV, has been examined by me and I find the property to be in an acceptable condition for platting. Parcels 960974, 961392, & 961393.

Dated this ..... Day of ..... A.D., 2020.

.....
Kittitas County Assessor

KITTITAS COUNTY BOARD OF COMMISSIONERS

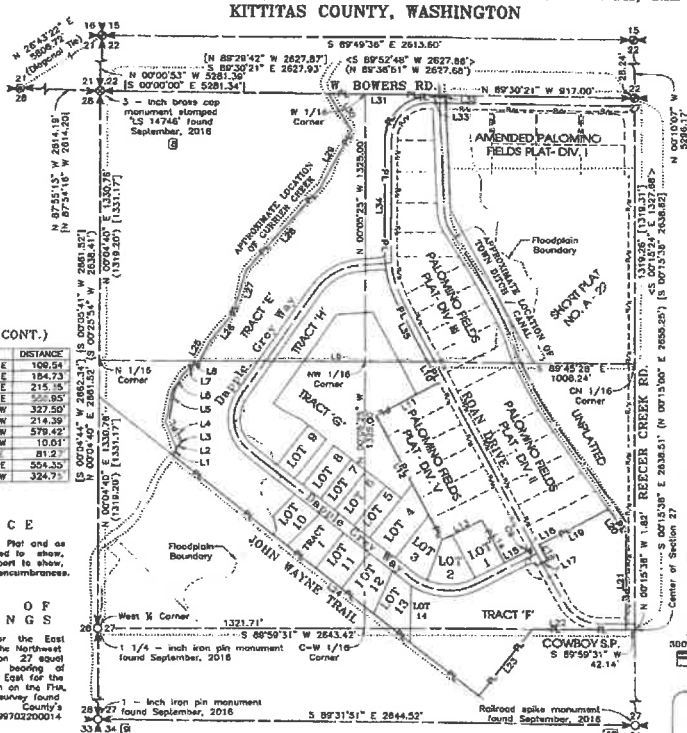
EXAMINED AND APPROVED this ..... day of ..... A.D., 2020.

BOARD OF COUNTY COMMISSIONERS

By .....
Chairperson

ATTEST:

.....
Clerk of the Board



LINE LEGEND

- Parent Parcel
- Lot Line
- Section Subdivision
- Right-of-Way Centerline
- Surrounding Plat Lot Line
- Assumed Creek Boundary Line
- Dimension Line
- Assumed Centerline of Town Ditch/Canal
- Previous Plat Right-of-Way Easement
- PL — Parent Parcel – Parcel boundary as contained in "PROPERTY DESCRIPTION AS RESULT OF SURVEY"

LINE DATA

LINE	BEARING	DISTANCE
L1	N 25°19'03" E	49.93
L2	N 7°50'30" E	10.33
L3	N 19°19'[illegible] E	28.09
L4	N 28°41'48" W	130.09
L5	N 10°20'12" E	136.16
L6	N [illegible]°11'12" E	90.16
L7	N 53°23'02" E	86.32
L8	N 44°23'45" E	12.34
L9	S 89°45'28" E	1133.18
L10	S 28°00'00" E	117.60
L11	S 62°00'00" W	350.00'
L12	S 28°00'00" E	696.00'
L13	N 62°00'00" E	210.00'
L14	S 28°00'00" W	230.95
L15	N 62°00'00" E	107.00'
L16	S 28°00'00" E	110.00'
L17	N 62°00'00" E	60.00'
L18	N [illegible]°00'00" W	88.45'
L19	N 62°00'00" E	381.88
L20	S 35°36'[illegible]" E	147.15
L21	S 00°15'[illegible]" E	462.39
L22	S 88°59'31" W	458.00'
L23	S 38°44'19" W	613.13
L24	N 51°45'11" W	1828.66

LINE DATA (CONT.)

LINE	BEARING	DISTANCE
L25	N 2°21'48" E	108.54'
L26	N 39°21'29" E	184.73'
L27	N 15°58'04" E	215.15'
L28	N 4°[illegible]'30" E	588.85'
L29	S 28°05'16" W	327.50'
L30	N 32°40'41" W	214.39'
L31	N 89°30'21" W	579.42'
L32	N 02°16'32" W	10.01'
L33	S 89°30'21" E	81.2[illegible]
L34	N 00°00'00" E	554.35'
L35	N 28°00'00" W	324.7[illegible]

NOTICE

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

BASIS OF BEARINGS

The bearing for the East boundary line of the Northwest quarter of Section 27 equal Cruse & Nelson's bearing of South 00°15'38" East for the same line as shown on the Plat, U.S.D.A. property survey found under Kittitas County's Auditor File No. 199702200014

AUDITOR'S CERTIFICATE

Filed for record this ..... day of ..... 2020, at ..... M. in Book ..... of Surveys at Page(s) ..... under Auditor's File Number ..... at the request of Western Pacific Engineering & Survey, Inc.

.....
County Auditor

.....
Deputy County Auditor

SURVEYOR'S CERTIFICATE

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

FREDERICK C. SKINNER — STATE OF WASHINGTON — 12491 — REGISTERED LAND SURVEYOR

Frederick C. Skinner, P.E./ P.L.S.
Washington Land Surveyor No. 12491
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1328 Hunter Place
Moses Lake, Washington 98837

300 150 0 300 600 900
SCALE IN FEET

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

INDEXING DATA
527 T18N R18E

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

LCU, INC.

Surveyed by	LMN	Scale	1" = 300'
Drawn by	Tml/ FCS	Sheet	1 of 6
Checked by	FCS	Project No.	18145

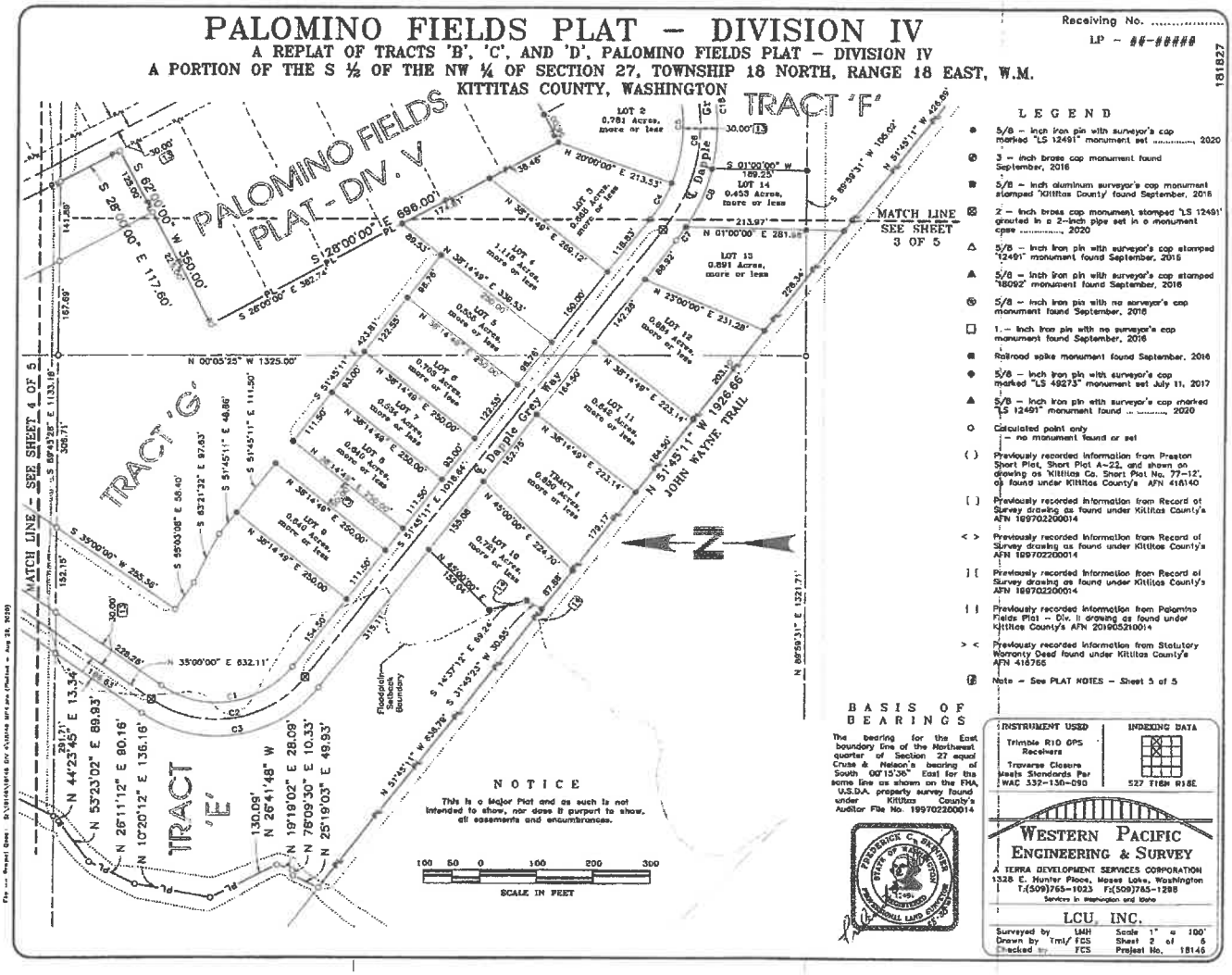
Plat — Project Data\ S:\18145\Plat Div 4\18145 SPE.dgn [Plotted = Aug 25, 2020]

PALOMINO FIELDS PLAT – DIVISION IV

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LP – ##-#####

181827



LEGEND

- ● 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument set ....., 2020
- ⊘ 3 – inch brass cap monument found September, 2016
- ■ 5/8 – inch aluminum surveyor's cap monument stamped 'Kittitas County' found September, 2016
- ⊠ 2" – inch brass cap monument stamped 'LS 12491' grouted in a 2–inch pipe set in a monument case ....., 2020
- △ 5/8 – inch iron pin with surveyor's cap stamped '12491' monument found September, 2016
- ▲ 5/8 – inch iron pin with surveyor's cap stamped '18092' monument found September, 2016
- ⊛ 5/8 – inch iron pin with no surveyor's cap monument found September, 2016
- □ 1. – inch iron pin with no surveyor's cap monument found September, 2016
- ■ Railroad spike monument found September, 2016
- ● 5/8 – inch iron pin with surveyor's cap marked "LS 49273" monument set July 11, 2017
- ▲ 5/8 – inch iron pin with surveyor's cap marked "LS 12491" monument found ....., 2020
- ○ Calculated point only – no monument found or set
- ( ) Previously recorded information from Preston Short Plat, Short Plat A–22, and shown on drawing as 'Kittitas Co. Short Plat No. 77–12', as found under Kittitas County's AFN 416140
- [ ] Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- < > Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
-] [Previously recorded information from Record of Survey drawing as found under Kittitas County's AFN 199702200014
- | | Previously recorded information from Palomino Fields Plat – Div. II drawing as found under Kittitas County's AFN 201905210014
- > < Previously recorded information from Statutory Warranty Deed found under Kittitas County's AFN 416766
- (2) Note – See PLAT NOTES – Sheet 5 of 5

NOTICE

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

BASIS OF BEARINGS

The bearing for the East boundary line of the Northwest quarter of Section 27 equal Cruse & Nelson's bearing of South 00°15'36" East for the same line as shown on the FHA, U.S.D.A. property survey found under Kittitas County's Auditor File No. 199702200014

FREDERICK C. SKINNER – STATE OF WASHINGTON – 12491 – REGISTERED PROFESSIONAL LAND SURVEYOR

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332–130–090	527 T18N R18E

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

LCU, INC.

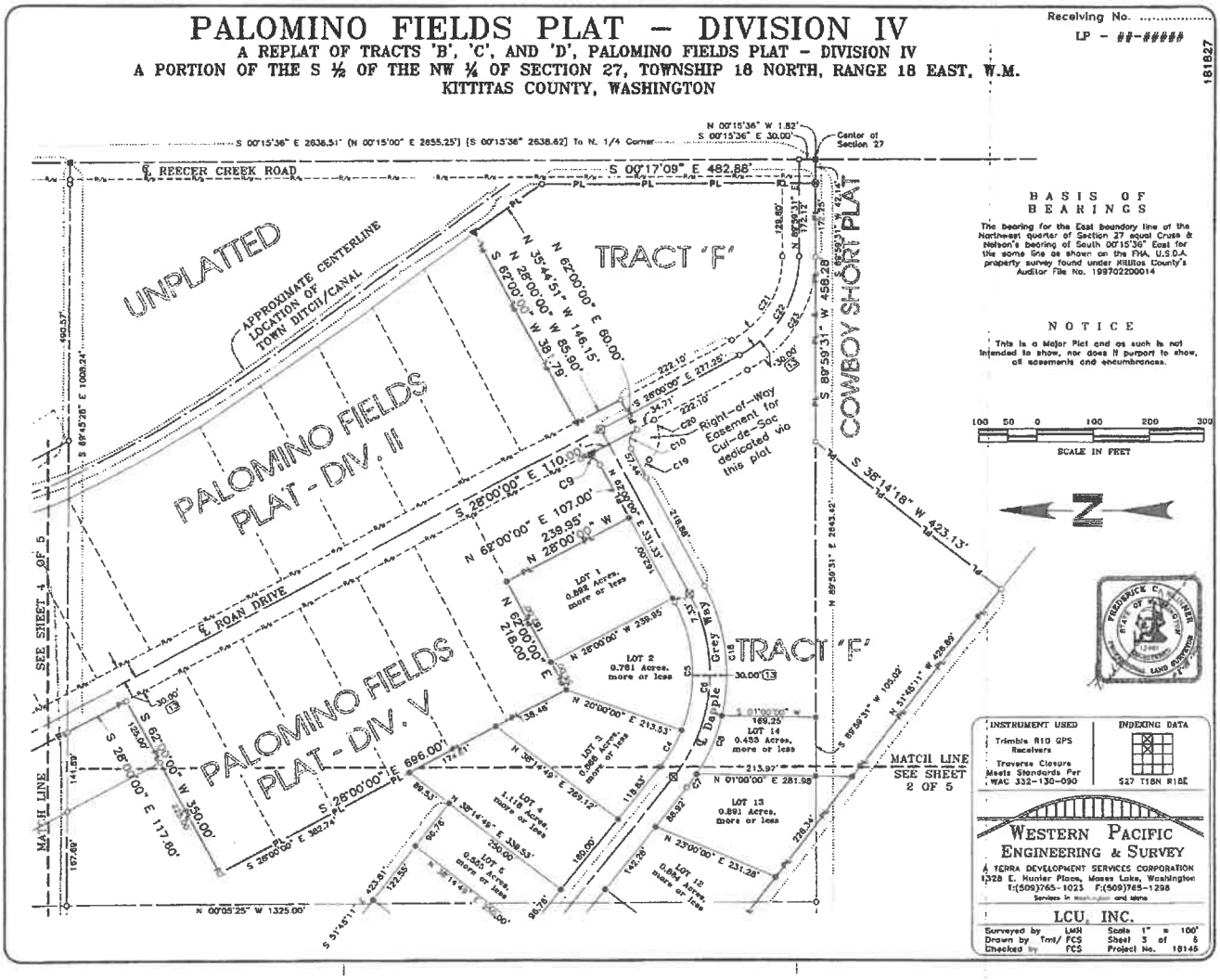
Surveyed by	LMH	Scale	1" = 100'
Drawn by	TmV/ FCS	Sheet	2 of 6
Checked by	FCS	Project No.	18146

PALOMINO FIELDS PLAT – DIVISION IV

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....
LP – ##-#####

181827



BASIS OF BEARINGS

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NOTICE

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INSTRUMENT USED	INDEXING DATA
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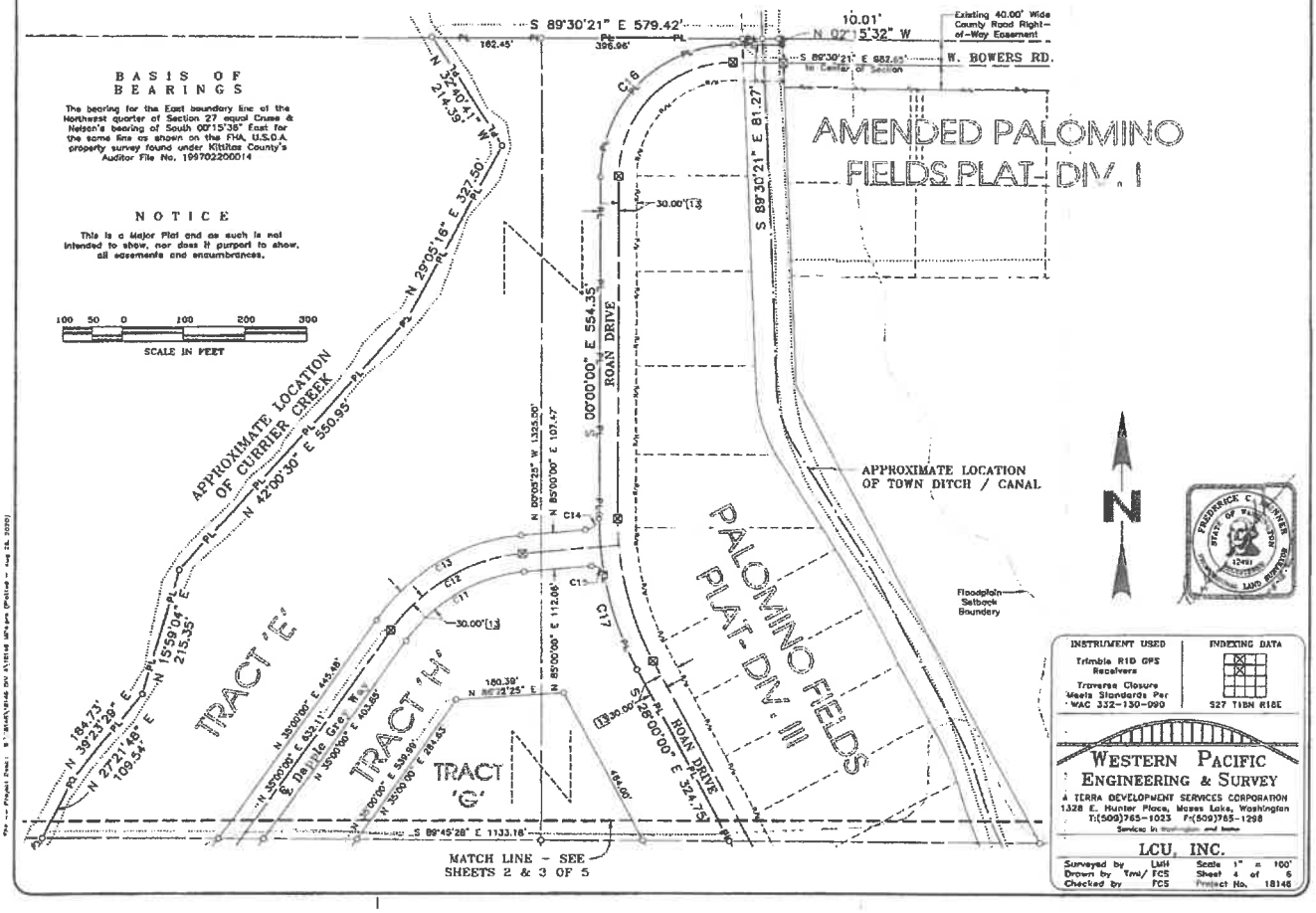
Surveyed by	LMH	Scale	1" = 100'
Drawn by	Tml/ FCS	Sheet	3 of 5
Checked by	FCS	Project No.	18146

Receiving No. .....
LP – ##-#####

181827

PALOMINO FIELDS PLAT – DIVISION IV

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON



INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

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Surveyed by	LMH	Scale	1" = 100'
Drawn by	TMJ/ FCS	Sheet	4 of 6
Checked by	FCS	Project No.	18146

PALOMINO FIELDS PLAT – DIVISION IV

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

Receiving No. .....

LP - ##-#####

181827

ORIGINAL PROPERTY DESCRIPTION

Tract 'B', Tract 'C', and Tract 'D' of the Palomino Fields Plat - Division II as recorded in Book 13 of Plats, Pages 23 through 26, as recorded under the Kittitas County Auditor's File Number 201905210014.

GENERAL NOTES

1. As per RCW 17.10.140, landowners are responsible for controlling and preventing the spread of noxious weeds. Accordingly, the Kittitas County Noxious Weed Board recommends immediate reseeding of areas disturbed development to preclude the proliferation of noxious weeds.

2. Construction of access improvements will require obtaining an access permit from the Department of Public Works. All access improvements shall be completed in accordance with current Kittitas County Road standards prior to issuance of a building occupancy permit for any proposed lots.

3. Maintenance of the access is the responsibility of the property owners who benefit from its use.

4. An approved access permit will be required from the Department of Public Works prior to creating any new driveway access or performing work within the county right-of-way easement.

5. Any further subdivision or lot to be served by the proposed access may result in further access requirement. See Kittitas County Road Standards.

6. A public utility easement ten feet (10.00') in width is reserved along all lot lines. The ten foot (10.00') easement shall abut the exterior plat boundary and shall be divided five feet (5.00') on each side of the interior lot lines. Said easement shall also be used for irrigation.

WATER NOTES

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

SURVEYOR'S NARRATIVE

1. Historically two different location of the north quarter corner of Section 27 Township 18 North, Range 18 East, W.M. have been used. In 1977 via the short plat recorded under Kittitas Co. Auditor's File Number 418140, a monument was set. Subsequently the monument was removed possibly do to road reconstruction. In 1991 via the survey recorded under Kittitas Co. Auditor's File Number 539177, a nail and washer was set with a note that Kittitas Co. Public Works will set a monument in a monument case with future road maintenance in the vicinity. The location of these two monuments differ by 28.24 feet.

2. The 3-inch brass cap monument found at the intersection of Reecer Creek Road and Bowers Road was held to establish the north boundary of the northwest quarter of said section 27. By holding this monument property on the north side of this line had the fewest apparent negative impacts, while the property immediately on the south side absorbed all the decrease in size. In addition, most performed subsequent to 1991 have relied on this monument as the location of the north quarter corner.

3. However, the 1977 monument location was held for the purposes of locating the following three parcels:

   Kittitas Co. Short Plat No. A-22 recorded under AFN 418140

   Tract 1 of Statutory Warranty Deed recorded under AFN 201410160051

   Tract 2 of Statutory Warranty Deed recorded under AFN 201410160053

   In addition, other monuments and fence lines were used to help confirm the boundaries of said Short Plat.

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

5. The county road right of way for Reecer Creek Road has been defined differently by various plats along Reecer Creek Road.

   After contacting Kittitas County and doing independent records research we found no specific description of said right of way other than the previously recorded plats. Therefore with no other evidence, for this survey, the centerline of the county road known as Reecer Creek was defined in the northeast quarter of the northwest quarter of said Section 27 as coincident with the east boundary of the northwest quarter of said section. The said centerline matches that of said Auditor's File Number 418140.

6. The remaining exterior property boundary lines are identified on Sheet 1 of 5 as per the property description contained herein. However, the owner of said property owns addition adjoining property in this general

PLAT NOTES

1. Existing thirty-foot (30.00') wide Kittitas County Road Right-of-Way.
2. The short plat name is shown on top of the short plat developed by Mr. Leroy J. Preston in November, 1977, to be "KITTITAS CO. SHORT PLAT NO. 77-12", but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittitas County Auditor's File Number as 418140.
3. A fifty-foot (50.00') wide access strip - a part of Tract 'B'.
4. Not Used
5. Not Used
6. Found a 5/8-inch iron pin N 17°22'22" E a distance of 0.76' from the calculated position of the property corner.
7. Found a 5/8-inch iron pin without surveyor's cap south a distance of 0.3' from the calculated position of the property line.
8. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 536434.
9. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150012.
10. Land Corner Record for Section Corner is filed with the Kittitas County Auditor's Office under the Auditor's File Number 199912150013.
11. A thirty-foot (30.00') wide County Road Right-of-Way Easement dedicated via Palomino Field Plat - Division II as recorded.
12. County Road Right-of-Way as detailed on the Record of Survey drawing filed in Book 32 of Surveys, Page 174, Kittitas County Auditor's File No 199702200014
13. Thirty-foot (30.00') wide Right-of-Way Easement dedicated to Kittitas County for road proposed via this plat.
14. Flood Plain set-back line.

NOTICE

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

FREDERICK C. SKINNER — STATE OF WASHINGTON — 17248 — REGISTERED PROFESSIONAL LAND SURVEYOR

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
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Surveyed by	LMH	Scale	1" = N/A
Drawn by	Tml/ FCS	Sheet	1 of 5
Checked by	FCS	Project No.	18145

File: --- Project Dwg: R:\18145\dwg\18145 SHT-1(Dated Surveyor) (Revised - July 28, 2020)

Receiving No. .....

LP – ##-#####

181827

PALOMINO FIELDS PLAT – DIVISION IV

A REPLAT OF TRACTS 'B', 'C', AND 'D', PALOMINO FIELDS PLAT – DIVISION IV
A PORTION OF THE S ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

D E D I C A T I O N S

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

..... day of ....., A.D., 2020. CLE ELUM PINES WEST, LLC., A Washington Limited Liability Company

.....
President
CLE ELUM PINES WEST, LLC

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

..... day of ....., A.D., 2020. CLE ELUM PINES EAST, LLC., A Washington Limited Liability Company

.....
President
CLE ELUM PINES EAST, LLC

CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	170.00'	86°45'11"	257.40'	160.63'	S 08°22'35" E	233.51'
C2	200.00'	86°45'11"	302.83'	188.98'	S 08°22'35" E	274.77'
C3	230.00'	86°22'47"	346.95'	215.91'	S 08°13'47" E	314.83'
C4	270.00'	16°04'27"	75.75'	38.12'	S 59°47'25" E	75.50'
C5	270.00'	50°10'22"	236.43'	128.40'	N 87°05'11" E	228.95'
C6	300.00'	86°14'49"	346.87'	195.74'	S 84°52'36" E	327.87'
C7	330.00'	5°08'26"	29.61'	14.81'	S 54°19'26" E	29.60'
C8	330.00'	19°47'24"	113.98'	57.58'	S 86°47'19" E	113.41'
C9	25.00'	90°00'00"	39.27'	25.00'	S 17°00'00" W	35.36'
C10	25.00'	90°00'00"	39.27'	25.00'	N 73°00'00" W	35.36'
C11	170.00'	50°00'00"	235.62'	125.90'	N 80°00'00" E	228.21'
C12	300.00'	50°00'00"	261.80'	139.69'	N 80°00'00" E	253.57'
C13	330.00'	50°00'00"	287.98'	153.68'	N 80°00'00" E	278.93'
C14	25.00'	85°50'00"	37.09'	22.91'	S 42°30'00" W	33.78'
C15	20.00'	84°47'03"	29.60'	18.26'	S 32°36'28" E	26.97'
C16	211.04'	90°29'39"	342.79'	218.02'	S 45°14'49" W	308.26'
C17	530.00'	15°18'07"	141.55'	71.20'	S 17°52'01" E	141.13'
C18	330.00'	41°16'39"	237.67'	124.43'	S 82°38'20" W	232.64'
C19	25.00'	75°28'37"	32.93'	19.35'	S 80°15'42" E	30.60'
C20	55.00'	80°41'34"	77.46'	46.72'	S 82°52'10" E	71.21'
C21	170.00'	62°00'29"	183.96'	102.16'	S 59°00'14" E	175.13'
C22	200.00'	62°00'29"	216.49'	120.19'	S 59°00'14" E	206.04'
C23	230.00'	62°00'29"	248.92'	138.22'	S 59°00'14" E	236.95'

N O T I C E

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

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

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

STATE OF WASHINGTON)
) SS
COUNTY OF .....)

On this day ..... of ....., A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and, to me known to be the president of CLE ELUM PINE WEST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington.

residing at .....

STATE OF WASHINGTON)
) SS
COUNTY OF .....)

On this day ..... of ....., A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and, to me known to be the president of CLE ELUM PINE EAST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of Said Corporation, for the uses and purposes therein mentioned, and on oath stated that he (she) was authorized to execute the said instrument and that the seal affixed is the corporate seal of Said Corporation.

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

.....
Notary Public in and for the State of Washington.

residing at .....

INSTRUMENT USED	INDEXING DATA
Trimble R10 GPS Receivers Traverse Closure Meets Standards Per WAC 332-130-090	S27 T18N R18E

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
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Services in Washington and Idaho

LCU, INC.

Surveyed by	LMN	Scale	1" = N/A
Drawn by	Tmi/ FCS	Sheet	6 of 6
Checked by	FCS	Project No.	18146

FREDERICK C. [illegible] 481 STATE OF WASHINGTON REGISTERED LAND SURVEYOR

File: ... Project Data: Z:\2018\18146 CLE ELUM\Plat Div 4\18146 Sht4.dgn [Plotted - Aug 28, 2020]

ENGINEERS SPECIAL INSPECTORS PLANNERS SURVEYORS
WESTERN PACIFIC ENGINEERING & SURVEY
PIONEER WAY PROFESSIONAL CENTER
1328 E. HUNTER PLACE
MOSES LAKE, WASHINGTON 98837
OFFICE: (509) 765-1023
FAX: (509) 765-1298

August 19th, 2020

PROJECT NO: 20646
REPORT NO: 01

LCU
Attn: Pat Deneen
PO BOX 808
Cle Elum, WA. 98922

PROJECT: Palomino Plat, Dapple Gray Way Improvements
INSPECTION: Soil and Compaction Inspection

On August 19th, 2020, Western Pacific Engineering and Survey was on site to verify the compaction of the fill material placed as subgrade on Dapple Gray Way. Due to the amount of large cobble size on the material being about 50% by weight, a proctor did not seem feasible. Verification of compaction was achieved by the method of probing. Compaction was verified approximately from Sta. 54+00 to Sta. 75+00.

While probing, the material felt very dense and was unable to penetrate the soils with just body weight alone. For additional verification a pin was driven into the subgrade. While pounding the pin into the ground the material felt very dense and unyielding. It seemed that proper compaction efforts were employed by the contractor to achieve proper compaction.

Respectfully Submitted By: David Dekker

ENGINEERS SPECIAL INSPECTORS PLANNERS SURVEYORS
WESTERN PACIFIC ENGINEERING & SURVEY
PIONEER WAY PROFESSIONAL CENTER
1328 E. HUNTER PLACE
MOSES LAKE, WASHINGTON 98837
OFFICE: (509) 765-1023
FAX: (509) 765-1298

August 24th, 2020

PROJECT NO: 20646
REPORT NO: 02

LCU
Attn: Pat Deneen
PO BOX 808
Cle Elum, WA. 98922

PROJECT: Palomino Plat, Dapple Gray Way Improvements
INSPECTION: Soil and Compaction Inspection

On August 24th, 2020, Western Pacific Engineering and Survey was on site to verify the compaction of the fill material placed as subgrade on the Dapple Gray Way intersections. Due to the amount of large cobble size on the material being about 50% by weight, a proctor did not seem feasible. Verification of compaction was achieved by the method of probing. Compaction was verified approximately from Sta. 76+00 to Sta. 80+25.

While probing, the material felt very dense and the probe was unable to penetrate the soils with just body weight alone. For additional verification a pin was driven into the subgrade. While pounding the pin into the ground the material felt very dense and unyielding. It seemed that proper compaction efforts were employed by the contractor to achieve proper compaction.

Respectfully Submitted By: David Dekker

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED #4142.01

Soil Compaction Test Report

Report To: LCU
Attn: Pat Deneen
PO Box 808
Cle Elum, WA 98922

Date: 9/1/20
Project #: 20646
Report #: 03

Project Name: Palomino Plat, Dapple Gray Way Improvements
Contractor: Advantage Dirt Construction
Fill Placement General Location : Dapple Gray Way
Technician: David Dekker
Nuclear Gauge #: #0054; M370703787 Density Standard: 29312

Weather: Sunny / Clear
Air Temp. °F: 80
Test Date: 8/25/20
Moisture Standard: 9088

Moisture-Density Relationship Curve

Proctor Sample ID	Proctor Method	Max Dry Density (pcf)	Optimum Moisture %	Soil Description
MD20646_149	ASTM D1557	141	7.7	Base Course

Summarized below are the results of field density tests performed by Western Pacific Engineering and Survey (WPES), on the above referenced project. These test results relate only to the items tested at the location tested. This report shall not be reproduced, except in full, without the prior written approval of WPES. Unless otherwise noted, our technicians utilized the Nuclear Densometer Method of testing in accordance with ASTM D6938.

Project Specifications

Specified Moisture % Range: N/A
Specified % Compaction: 95

Retest? A Retest is Needed

Test No.	Field Test Location	Elevation	Dry Density (pcf)	Moisture Content (%)	Max Dry Density (pcf)	Optimum Moisture (%)	Percent Compaction (%)	Probe Depth (in)
1	Approx. 5' Right of CL at Sta. 53+41	Top of Base Course	135.5	10.70	141.0	7.7	96.1	6"
2	Approx. 6' Left of CL at Sta. 55+00	Top of Base Course	135.2	7.60	141.0	7.7	95.9	6"
3	Approx. 5' Right of CL at Sta. 61+50	Top of Base Course	136.1	8.00	141.0	7.7	96.5	6"

Remarks:

A retest is needed for the areas of the road that need to be worked more.

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T: (509)765-1023 F: (509)765-1298

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4142.01

Soil Compaction Test Report

Report To: LCU
Attn: Pat Deneen
PO Box 808
Cle Elum, WA 98922

Date: 9/1/2020
Project #: 20646
Report #: 04

Project Name: Palomino Plat, Dapple Gray Way Improvements
Contractor: Advantage Dirt Construction
Fill Placement General Location : Roadway
Technician: Matthew Maygren
Nuclear Gauge #: #0055: M351002911 Density Standard: 27000 Moisture Standard: 10912

Weather: Sunny and Clear
Air Temp. °F: 63
Test Date: 8/31/2020

Moisture-Density Relationship Curve

Proctor Sample ID	Proctor Method	Max Dry Density (pcf)	Optimum Moisture %	Soil Description
MD20646 149	ASTM D1557	141	7.7	Base Course
MD20646 150	ASTM D1557	130.2	9.8	Top Course

Summarized below are the results of field density tests performed by Western Pacific Engineering and Survey (WPES), on the above referenced project. These test results relate only to the items tested at the location tested. This report shall not be reproduced, except in full, without the prior written approval of WPES. Unless otherwise noted, our technicians utilized the Nuclear Densometer Method of testing in accordance with ASTM D6938.

Project Specifications
Specified Moisture % Range: N/A
Specified % Compaction: 95

Retest? No Retest Needed

Test No.	Field Test Location	Elevation	Dry Density (pcf)	Moisture Content (%)	Max Dry Density (pcf)	Optimum Moisture (%)	Percent Compaction (%)	Probe Depth (in)
1	Approx. 4ft. L of CL @ Sta. 56+73	Top of Base Course Subgrade	136.4	8.70	141.0	7.7	96.7	6
2	Approx. CL @ Sta. 59+20	Top of Base Course Subgrade	134.0	6.40	141.0	7.7	95.0	6
3	Approx. 6ft. L of CL @ Sta. 60+70	Top of Base Course Subgrade	135.9	8.50	141.0	7.7	96.4	6
4	Approx. 4ft. L of CL @ Sta. 62+20	Top of Base Course Subgrade	133.7	8.10	141.0	7.7	94.8	6
5	Approx. 6ft. L of CL @ Sta. 63+70	Top of Base Course Subgrade	136.2	6.60	141.0	7.7	96.6	6
6	Approx. 6ft. L of CL @ Sta. 65+20	Top of Base Course Subgrade	134.3	6.90	141.0	7.7	95.2	6

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#4142.01

7	Approx. 7ft. L of CL @ Sta. 66+70	Top of Base Course Subgrade	137.0	8.00	141.0	7.7	97.2	6
8	Approx. 8ft. L of CL @ Sta. 68+20	Top of Base Course Subgrade	136.4	7.40	141.0	7.7	96.7	6
9	Approx. 8ft. L fo CL @ Sta. 69+70	Top of Base Course Subgrade	137.1	6.10	141.0	7.7	97.2	6
10	Approx. 11ft. L of CL @ Sta. 71+20	Top of Base Course Subgrade	135.7	8.40	141.0	7.7	96.2	6
11	Approx. 5ft. L of CL @ Sta. 72+70	Top of Base Course Subgrade	136.6	8.00	141.0	7.7	96.9	6
12	Approx. 8ft. L of CL @ Sta. 74+20	Top of Base Course Subgrade	133.6	8.90	141.0	7.7	94.8	6
13	Approx. 10ft. L of CL @ Sta. 75+70	Top of Base Course Subgrade	134.2	8.00	141.0	7.7	95.2	5
14	Approx. 8ft. L of CL @ Sta. 77+20	Top of Base Course Subgrade	136.5	8.20	141.0	7.7	96.8	6
15	Approx. 5ft. L of CL @ Sta. 79+00	Top of Base Course Subgrade	136.2	11.60	141.0	7.7	96.6	6
16	Approx. 7ft. R of CL @ Sta. 53+40	Top of Top Course Subgrade	124.2	10.50	130.2	9.8	95.4	4

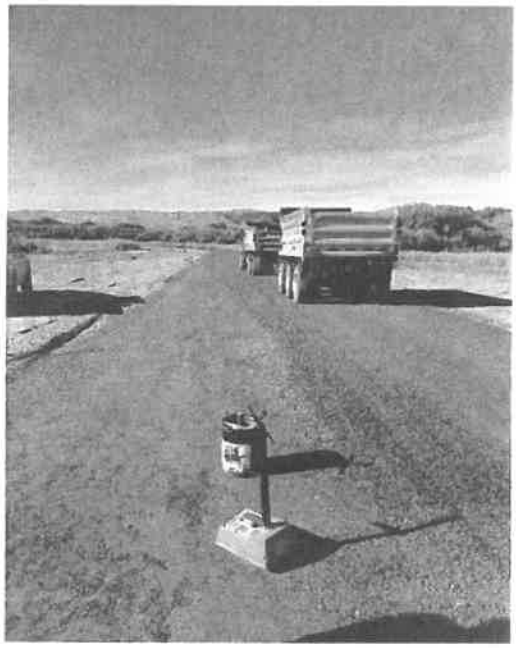
Remarks:
None

Deviations: No

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED
#4142.01

Performing Standard Counts near Dapple Gray Way Rd. and Roan Dr. Southern Intersection.



Performing Density testing of Base Course Subgrade on Dapple Gray Way Rd. (Ref. Test #1 above)

A2LA ACCREDITED #4142.01

Compaction applied via Drum Roller near Dapple Gray Way and Roan Rd. Southern Intersection.

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED
#4142.01

Soil Compaction Test Report

Report To: LCU
Attn: Pat Deneen
PO Box 808
Cle Elum, WA 98922

Date: 9/8/2020
Project #: 20646
Report #: 05

Project Name: Palomino Plat, Dapple Gray Way Improvements
Contractor: Advantage Dirt Construction
Fill Placement General Location : Roadway
Technician: Matthew Maygren
Nuclear Gauge #: #0055: M351002911 Density Standard: 26944 Moisture Standard: 10944

Weather: Sunny and Clear
Air Temp. °F: 70
Test Date: 9/2/2020

Moisture-Density Relationship Curve

Proctor Sample ID	Proctor Method	Max Dry Density (pcf)	Optimum Moisture %	Soil Description
MD20646_149	ASTM D1557	130.2	9.8	Top Course
MD20646_150	ASTM D1557	141	7.7	Base Course

Summarized below are the results of field density tests performed by Western Pacific Engineering and Survey (WPES), on the above referenced project. These test results relate only to the items tested at the location tested. This report shall not be reproduced, except in full, without the prior written approval of WPES. Unless otherwise noted, our technicians utilized the Nuclear Densometer Method of testing in accordance with ASTM D6938.

Project Specifications
Specified Moisture % Range: N/A
Specified % Compaction: 95

Retest? No Retest Needed

Test No.	Field Test Location	Elevation	Dry Density (pcf)	Moisture Content (%)	Max Dry Density (pcf)	Optimum Moisture (%)	Percent Compaction (%)	Probe Depth (in)
1	Approx. 2ft. L of CL @ Sta. 54+90	Top of Top Course Subgrade	127.5	7.50	130.2	9.8	97.9	4
2	Approx. 7ft. R of CL @ Sta. 56+40	Top of Top Course Subgrade	126.8	7.80	130.2	9.8	97.4	4
3	Approx. 7ft. L of CL @ Sta. 57+90	Top of Top Course Subgrade	125.7	9.50	130.2	9.8	96.5	4
4	Approx. 9ft. L of CL @ Sta. 59+40	Top of Top Course Subgrade	128.4	7.10	130.2	9.8	98.6	4
5	Approx. 5ft. R of CL @ Sta. 60+90	Top of Top Course Subgrade	129.2	7.90	130.2	9.8	99.2	4
6	Approx. 5ft. L of CL @ Sta. 62+40	Top of Top Course Subgrade	129.4	9.10	130.2	9.8	99.4	4

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7	Approx. 3ft. R of CL @ Sta. 63+90	Top of Top Course Subgrade	125.7	9.30	130.2	9.8	96.5	4
8	Approx. 10ft. L of CL @ Sta. 65+40	Top of Top Course Subgrade	126.6	6.90	130.2	9.8	97.2	4
9	Approx. 10ft. R of CL @ Sta. 66+90	Top of Top Course Subgrade	126.4	6.90	130.2	9.8	97.1	4
10	Approx. 8ft. L of CL @ Sta. 68+40	Top of Top Course Subgrade	127.1	9.10	130.2	9.8	97.6	4
11	Approx. 3ft. R of CL @ Sta. 69+90	Top of Top Course Subgrade	126.9	8.70	130.2	9.8	97.5	4
12	Approx. 6ft. L of CL @ Sta. 71+40	Top of Top Course Subgrade	125.7	8.90	130.2	9.8	96.5	4
13	Approx. 2ft. R of CL @ Sta. 72+90	Top of Top Course Subgrade	126.8	9.40	130.2	9.8	97.4	4
14	Approx. 6ft. L of CL @ Sta. 74+40	Top of Top Course Subgrade	126.7	7.20	130.2	9.8	97.3	4
15	Approx. 5ft. R of CL @ Sta. 75+90	Top of Top Course Subgrade	128.0	8.10	130.2	9.8	98.3	4
16	Approx. 1ft. L of CL @ Sta. 77+40	Top of Top Course Subgrade	123.6	7.80	130.2	9.8	94.9	4
17	Approx. 6ft. R of CL @ Sta. 50+50	Top of Base Course Subgrade	134.1	8.70	141.0	7.7	95.1	6
18	Approx. 4ft. R of CL @ Sta. 52+00	Top of Base Course Subgrade	135.3	10.00	141.0	7.7	96.0	6
19	Approx. 3ft. R of CL @ Sta. 50+65	Top of Top Course Subgrade	126.7	9.40	130.2	9.8	97.3	4
20	Approx. 7ft. L of CL @ Sta. 52+10	Top of Top Course Subgrade	123.7	13.00	130.2	9.8	95.0	4

Remarks:
None

Deviations: No

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Performing Standard Counts on Dapple Gray Way and Roan Rd Northern Intersection.

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED
#4142.01

Soil Compaction Test Report

Report To: LCU
Attn: Pat Deneen
PO Box 808
Cle Elum, WA 98922

Date: 9/16/20
Project #: 20646
Report #: 06

Project Name: Palomino Major Plat, Phase 4
Contractor: Advantage Dirt Contractors
Fill Placement General Location : Dapple Gray Way Cul-de-Sac at about Sta. 80+20
Technician: Julio Gonzalez
Nuclear Gauge #: #0055: M351002911 Density Standard: 27080

Weather: Clear
Air Temp. °F: 54
Test Date: 9/10/20
Moisture Standard: 11008

Moisture-Density Relationship Curve

Proctor Sample ID	Proctor Method	Max Dry Density (pcf)	Optimum Moisture %	Soil Description
MD20646_150	ASTM D1557	141	7.7	Base Course

Summarized below are the results of field density tests performed by Western Pacific Engineering and Survey (WPES), on the above referenced project. These test results relate only to the items tested at the location tested. This report shall not be reproduced, except in full, without the prior written approval of WPES. Unless otherwise noted, our technicians utilized the Nuclear Densometer Method of testing in accordance with ASTM D6938.

Project Specifications
Specified Moisture % Range: n/a
Specified % Compaction: 95

Retest? No Retest Needed

Test No.	Field Test Location	Elevation	Dry Density (pcf)	Moisture Content (%)	Max Dry Density (pcf)	Optimum Moisture (%)	Percent Compaction (%)	Probe Depth (in)
1	About 55' right of at Sta. 70+90	Top of base course	134.0	9.70	141.0	7.7	95.0	5
2	About 55' right of at Sta. 80+25	Top of base course	133.9	10.40	141.0	7.7	95.0	4

Remarks:
None

Deviations: No

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED #4142.01

Soil Compaction Test Report

Report To: LCU
Attn: Pat Deneen
PO Box 808
Cle Elum, WA 98922

Date: 9/23/2020
Project #: 20646
Report #: 07

Project Name: Palomino Plat, Dapple Gray Way Improvements
Contractor: Advantage Dirt Construction
Fill Placement General Location : Roadway
Technician: Matthew Maygren
Nuclear Gauge #: #0055: M351002911 Density Standard: 27064 Moisture Standard: 10736

Weather: Partly Cloudy
Air Temp. °F: 52
Test Date: 9/21/2020

Moisture-Density Relationship Curve

Proctor Sample ID	Proctor Method	Max Dry Density (pcf)	Optimum Moisture %	Soil Description
MD20646_149	ASTM D1557	130.2	9.8	Top Course

Summarized below are the results of field density tests performed by Western Pacific Engineering and Survey (WPES), on the above referenced project. These test results relate only to the items tested at the location tested. This report shall not be reproduced, except in full, without the prior written approval of WPES. Unless otherwise noted, our technicians utilized the Nuclear Densometer Method of testing in accordance with ASTM D6938.

Project Specifications
Specified Moisture % Range: N/A
Specified % Compaction: 95

Retest? No Retest Needed

Test No.	Field Test Location	Elevation	Dry Density (pcf)	Moisture Content (%)	Max Dry Density (pcf)	Optimum Moisture (%)	Percent Compaction (%)	Probe Depth (in)
1	Approx. 56ft. R of CL @ Sta. 80+00	Top of Top Course Subgrade	126.6	6.50	130.2	9.8	97.2	4
2	Approx. 12ft. R of CL @ Sta. 79+80	Top of Top Course Subgrade	126.9	6.80	130.2	9.8	97.5	4

Remarks:
None

Deviations: No

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED
#4142.01

Performing Standard Counts @ Southern Dapple Gray Way Cul De Sac.

Baer Testing Inc.

1106 Ledwich Ave.
Yakima, WA 98902
(509) 469-3068 Office
(509) 469-3070 Fax

CLIENT: Central Paving, LLC	**PROJECT NUMBER:** 18-159
PROJECT: Palomino Plat	**WORK ORDER #:** 20-1818
TRUCK / TONS: Ticket: 4028177, 959.26 Tons	**SAMPLE NUMBER:** 20-1818-1
DATE SAMPLED: 9/21/2020	**DATE TESTED:** 9/22/2020
ASPHALT TYPE: 1/2" HMA - Granite Ellensburg	**TESTED BY:** AJD

Sampled in Accordance with ASTM D 979 unless otherwise noted.

MECHANICAL ANALYSIS OF EXTRACTED AGGREGATE ASTM D 5444

Sieve Size:	Percent Passing:	JMF:	Spec:
1"			
3/4"	100%		99-100
5/8"			
1/2"	95%		90-100
3/8"	85%		90 Max
1/4"			
#4	54%		
#8	36%		28-58
#16	27%		
#30	19%		
#50	13%		
#100	11%		
#200	6.9%		2.0-7.0

MAXIMUM THEORETICAL SPECIFIC GRAVITY ASTM D 2041

Max. Specific Gravity:	2.538
Max. Density:	158.0
Sample Size:	2511.4
Type of Procedure:	Weight in Air
Type of Container:	Type E
Number of Samples:	1

ASPHALT EXTRACTION ASTM D 6307

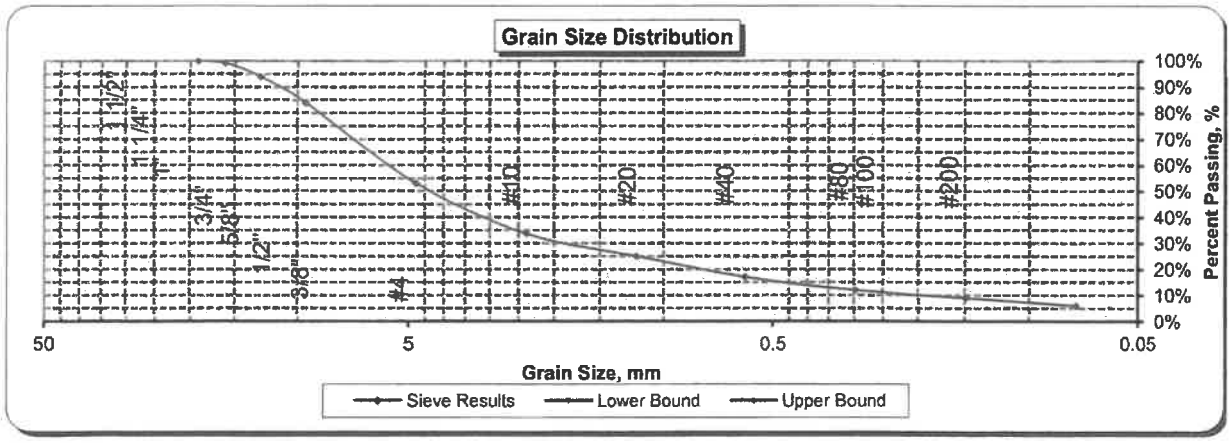
Asphalt Content: 5.42

MOISTURE IN BITUMINOUS PAVING MIXTURES AASHTO T 329

Moisture Content: 0.08%

TOTAL EVAPORAPLE MOISTURE CONTENT OF AGREGATE BY DRYING - ASTM C566

Moisture Content: N/A



REVIEWED BY:

9/22/2020

X

Dee Burrie
Technical Director

This report is the property of the above named Client and is only applicable to the project named above. It shall not be duplicated or reproduced for the use of any other Client or Project.

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

Asphalt Compaction Test Report

Report To: LCU
Attn: Pat Deneen
PO Box 808
Cle Elum, WA 98922

Date: 9/28/2020
Project #: 20646
Report #: 01

Project Name: Palomino Plat, Dapple Gray Way Improvements
Contractor: Central Paving
Fill Placement General Location : Roadway (Dapple Gray Way)
Technician: Matthew Maygren
Nuclear Gauge #: #0055: M351002911 Density Standard: 26936

Weather: Partly Cloudy
Air Temp. °F: 52
Test Date: 9/21/2020
Moisture Standard: 10928

Sample ID	Rice (pcf)	Sample Mix Design
Verbal Rice	157.4	Rice Provided Verbally by Scott of Central Paving

Summarized below are the results of field density tests performed by Western Pacific Engineering and Survey (WPES), on the above referenced project. These test results relate only to the items tested at the location tested. This report shall not be reproduced, except in full, without the prior written approval of WPES. Unless otherwise noted, our technicians utilized the Nuclear Densometer Method of testing in accordance with ASTM D6938.

Project Specifications
Specified % Compaction: 91

Retest: No

Test No.	Field Test Location	Elevation / Lift	Wet Density (pcf)	Theoretical Rice (pcf)	Percent Compaction (%)
1	Approx. 6ft. R of CL @ Sta. 50+50	Top of Asphalt	144.2	157.4	91.6
2	Approx. 5ft. L of CL @ Sta. 52+00	Top of Asphalt	144.4	157.4	91.7
3	Approx. 6ft. L of CL @ Sta. 53+75	Top of Asphalt	144.1	157.4	91.6
4	Approx. 5ft. R of CL @ Sta. 55+25	Top of Asphalt	144.7	157.4	91.9
5	Approx. 1ft. R of CL @ St.a 56+50	Top of Asphalt	145.6	157.4	92.5
6	Approx. 7ft. L of CL @ Sta. 58+00	Top of Asphalt	144.0	157.4	91.5
7	Approx. 4ft. L of CL @ St.a 59+50	Top of Asphalt	144.2	157.4	91.6
8	Approx. 2ft. L of CL @ Sta. 61+00	Top of Asphalt	143.4	157.4	91.1
9	Approx. 5ft. R of CL @ Sta. 62+50	Top of Asphalt	144.0	157.4	91.5
10	Approx. 5ft. L of CL @ Sta. 64+00	Top of Asphalt	145.9	157.4	92.7
11	Approx. 3ft. R of CL @ Sta. 65+50	Top of Asphalt	145.5	157.4	92.4
12	Approx. 6ft. L of CL @ Sta. 67+00	Top of Asphalt	145.2	157.4	92.2

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1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

13	Approx. 6ft. R of CL @ Sta. 68+50	Top of Asphalt	145.5	157.4	92.4
14	Approx. 7ft. L of CL @ Sta. 70+00	Top of Asphalt	144.8	157.4	92.0
15	Approx. 3ft. R of CL @ Sta. 71+50	Top of Asphalt	145.3	157.4	92.3
16	Approx. 5ft. L of CL @ Sta. 73+00	Top of Asphalt	146.0	157.4	92.8
17	Approx. 6ft. L of CL @ Sta. 74+50	Top of Asphalt	144.1	157.4	91.6
18	Approx. 5ft. R of CL @ Sta. 76+00	Top of Asphalt	145.8	157.4	92.6
19	Approx. 4ft. L of CL @ Sta. 77+50	Top of Asphalt	146.4	157.4	93.0
20	Approx. 8ft. R of CL @ Sta. 79+70	Top of Asphalt	144.4	157.4	91.7
21	Approx. 16ft. R of CL @ Sta. 80+10	Top of Asphalt	144.8	157.4	92.0

Remarks:
None

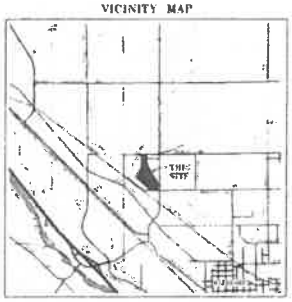
Deviations: No

PRIVATE ROAD NETWORK DRAWINGS FOR PALOMINO MAJOR PLAT, PHASE 4

Prepared By

WESTERN PACIFIC ENGINEERING & SURVEY

VICINITY MAP

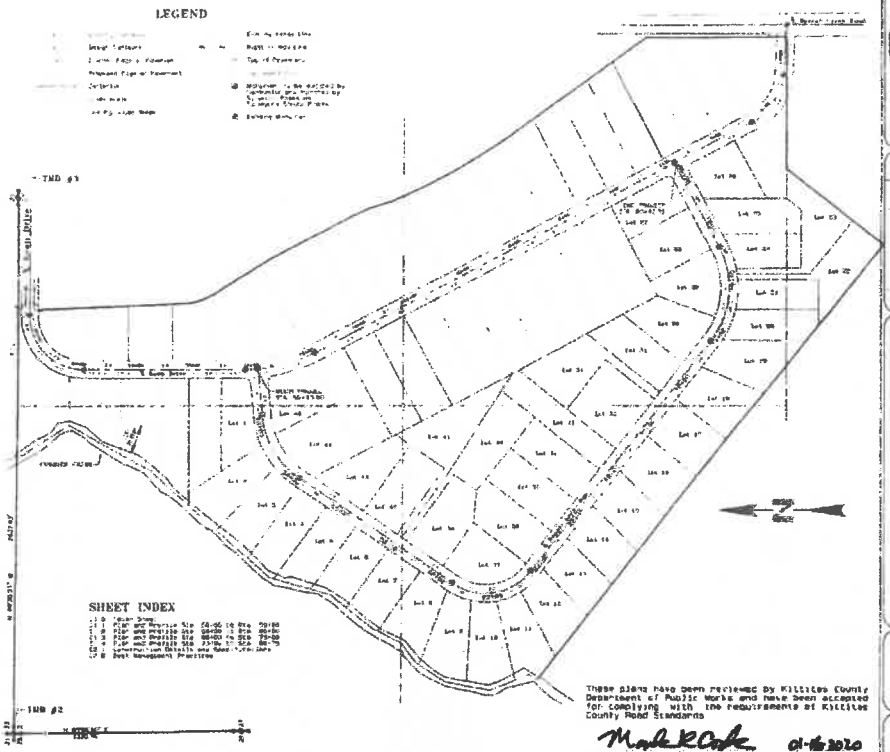


BENCH MARK LISTING

NOTES:

ADDITIONAL NOTES:

LEGEND



SHEET INDEX

These plans have been reviewed by Kittitas County Department of Public Works and have been accepted for complying with the requirements of Kittitas County Road Standards.

Mark R Cook
County Engineer

01-16-2020
Date

WESTERN PACIFIC ENGINEERING & SURVEY

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Cover Sheet

SHEET NO.
C1.0

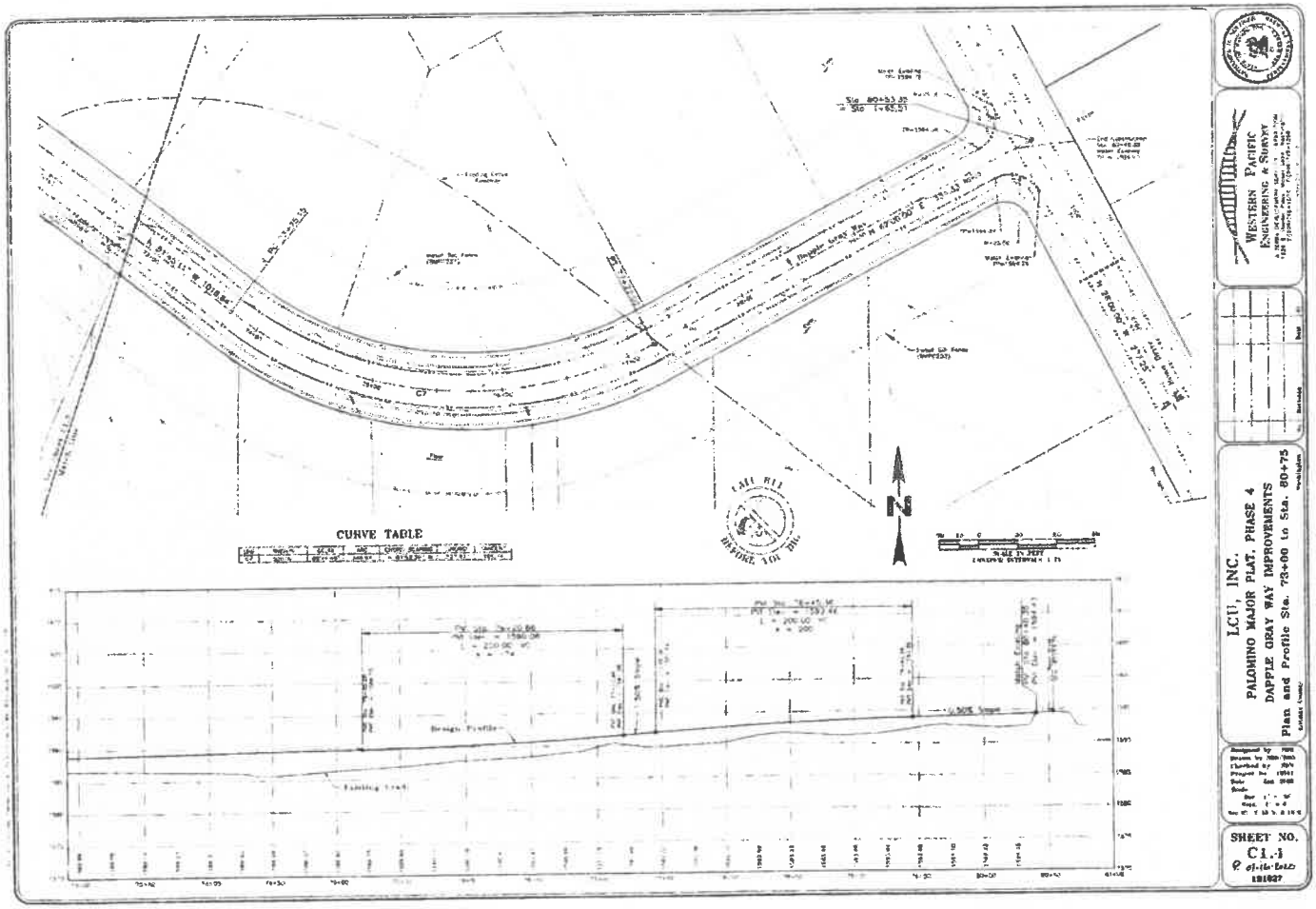
CURVE TABLE
Dapple Gray Way
Design Profile
Existing Grade
-0.50%
-0.86%
Slope
PVI Sta 52+13.00
PVI Elev = 1594.17
L = 100.00' VC
K = 219
PVI Sta 55+96.97
PVI Elev = 1560.50
L = 600.00' VC
K = 1154
WESTERN PACIFIC
ENGINEERING & SURVEY
LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Plan and Profile Sta. 50+00 to Sta. 59+00
SHEET NO.
C1.1
101827

CURVE TABLE
Design Profile
1.80% Slope
Existing 4" main
WESTERN PACIFIC
ENGINEERING & SURVEY
LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Plan and Profile Sta. 50+00 to Sta. 66+00
SHEET NO.
C1.2
181877

WESTERN PACIFIC
ENGINEERING & SURVEY

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Plan and Profile Sta. 66+00 to Sta. 73+00

SHEET NO.
C1.3
of 01-16-2 etc



WESTERN PACIFIC ENGINEERING & SURVEY

LCII, INC.

PALOMINO MAJOR PLAT, PHASE 4

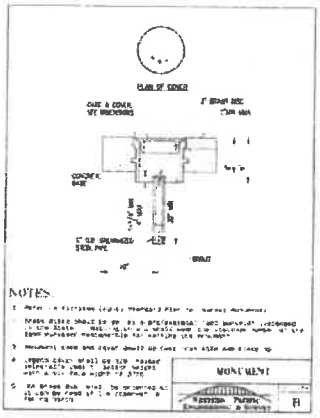
DAPPLE GRAY WAY IMPROVEMENTS

Plan and Profile Sta. 73+00 to Sta. 80+75

SHEET NO.

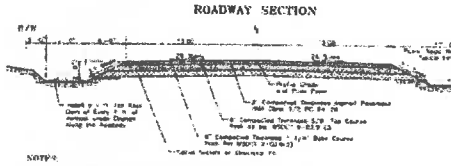
C1.1

GENERAL SPECIFICATIONS

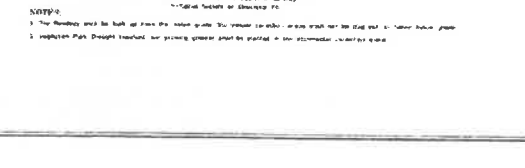


NOTES

1. Refer to Caltrans (1994) Standard Plan for further dimensions.
2. Grade rings should be set as a professional land surveyor registered in the State. Mark the top of a brass nail in the top of the inner most grade ring to establish the monument.
3. Monument cover and cover should be free from mud and dirt.
4. Concrete cover shall be 3/8 inches above the top of the inner most grade ring.
5. All brass pins shall be engraved with a cross or a dot to mark the point.



ROADWAY SECTION



NOTES:

1. The Roadway shall be built on top of the native ground. The removal of unsuitable material and replacement by compacted fill shall be as directed by the Geotechnical Engineer.
2. Imported Fill Material shall be approved by the Geotechnical Engineer prior to importing to the site.

WESTERN PACIFIC ENGINEERING & SURVEY

LCU, INC.

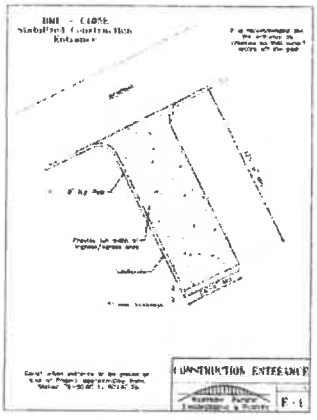
PALOMINO MAJOR PLAT, PHASE 4

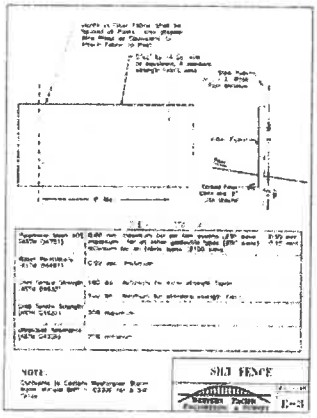
DAPPLE GRAY DRIVE IMPROVEMENTS

Construction Details and Specifications

SHEET NO.
C2.1
of 11-16-2016
181887

NOTES

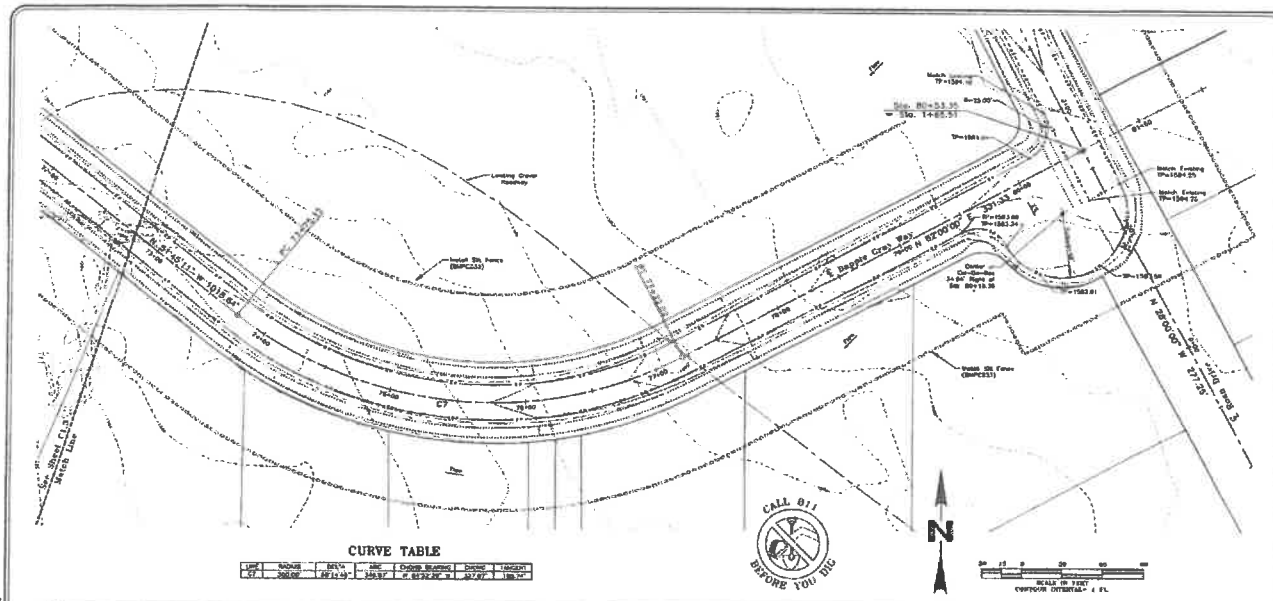




WESTERN PACIFIC ENGINEERING & SURVEY

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY DRIVE IMPROVEMENTS
Best Management Practices

SHEET NO.
C2.2
01-16-2020



WESTERN PACIFIC ENGINEERING & SURVEY

LCU, INC.

PALOMINO MAJOR PLAT, PHASE 4

DAPPLE GRAY WAY IMPROVEMENTS

Plan and Profile Sta. 73+00 to Sta. 80+75

SHEET NO.
C1.4

GENERAL SPECIFICATIONS

The Washington State Department of Transportation "Standard Specifications for Road, Bridge, and Municipal Construction, 2020 Edition as amended by the local agency Kittitas County Public Works, Road Standards, prepared by Western Pacific Engineering & Survey, Inc. are hereby made part of the contract plans. Any discrepancy in the parts of the contract including these contract plans shall be brought to the attention of Western Pacific Engineering & Survey, Inc. and the Kittitas County Pacific Works, prior to construction. During the performance of the work, if the contractor discovers any conflict, error, ambiguity, or discrepancy within the contract plans, contractor shall report it immediately, in writing, to Western Pacific Engineering & Surveys, Inc., and to the responsible agency's designated engineer. The Standard Specifications can be obtained at the following web sites:

http://www.wsdot.wa.gov/Publications/Manuals/
https://www.co.kittitas.wa.us/public-works/development

Responsible Agencies

Postproject Valley Utilities:
All water mains and lines

Kittitas County Public Works:
All roadwork from the existing edge of pavement and all other utility work within the County Road Right of Way.

Kittitas County Building Department:
All other aspects of construction

Prior to the start of construction, a pre-construction conference shall be scheduled with the contractor, the developer's design engineer, city personnel and any affected utilities and agencies.

Special Provisions
1-05.1

The contractor shall do all work in accordance with the contract plans, these special provisions, responsible agency standards, and the Standard Specifications.

1-05.4 Conformity with and Deviations from Plans.

Construction staking shall be performed under the direct supervision of a licensed Professional Surveyor, a copy of the staking notes will be provided to the responsible agency.

The Contractor shall keep the surveyor informed of their staking requirements far enough in advance of the time when the staking will be required to provide a reasonable amount of time to set the stakes. Requests for stakes shall be made at least two working days prior to the need to commence staking operations. The request shall include the offset distances and direction.

As-Constructed Drawings shall be prepared and submitted to the Kittitas County Engineer by the Design Engineer upon completion of the construction

1-06.1 Approval of Materials

The Contractor shall submit a written list of all materials to the Design Engineer for review & construction. Submittals for all manufactured materials used in the project shall be reviewed and approved by the governing agency prior to use. The contractor shall provide materials submittal for all manufactured materials to the respective agencies. All materials shall be approved by the design engineer and the agency prior to the start of construction

All equipment, materials, and articles incorporating into the permanent work:
1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise.
2. May be inspected or tested at any time during their preparation and use.
3. Shall not be used in the work if they become unfit after being previously approved.

1-06.2(1) Samples and Tests for Acceptance.

The Contractor shall deliver representative samples from the Contractor, Producer, or Fabricator to the Owner or their designated inspector without charge before incorporating material into the work in quantity samples. The Contractor shall provide the Owner or their designated inspector with sufficient time and materials for testing before use. The Owner or their designated inspector may require samples be any time. Samples not taken by or in the presence of the Owner or their designated inspector will not be accepted for test, unless the Owner or their designated inspector permits otherwise

The Contractor shall designate specific Contractor employees as points of contact for concrete testing and acceptance. Alternates shall be designated to ensure that direct contact is maintained during concrete placement. The Owner or their designated inspector will designate specific Engineering agency employees as points of contact for concrete testing and acceptance.

The Contractor may observe any of the sampling and testing performed by the Owner or their designated inspector. If the Contractor observes a deviation from the specified sampling and testing procedures, the Contractor shall promptly describe the deviations observed to the Owner or their designated inspector or designated representative immediately, and shall confirm these observed deviations in writing to the Owner or their designated inspector within 24 hours, referencing the specific procedures and steps. The Owner or their designated inspector will respond in writing within 3 working days of the receipt of the Contractor's written communications.

1-07 Laws to be Observed

The Contractor shall always comply with all Federal, State, Tribal, or local laws, ordinances and regulations that affect work under the Contract.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1) All persons on the site or the way be affected by the work;
2) All the work and materials and equipment to be incorporate therein, whether in storage on or off the site, and
3) Other property at site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property including OSHA and CDHA regulations

It is the responsibility of the Contractor to obtain all necessary permits and pay all associated fees to perform the work required by these plans.

1-07.2 Keep to or Observe Contract

Before commencing construction, the contractor must have a Kittitas County Construction Bond in the amount of 125 percent of the estimated construction costs. When a letter of credit or cash is used, the amount deposited shall be for 125 percent of the estimated construction cost as reviewed by the County Engineer.

Construction Permits: Prior to construction the contractor shall obtain the permit and pay to Kittitas County a fee as required.

1-07.4 Protection and Restoration of Property

The Contractor shall protect private or public property on or in the vicinity of the work site. The Contractor shall ensure that it is not trespass, damage, destroyed, or prevented from being used unless the Contract as specifies. Property includes land, utilities, trees, landscaping, improvements legally or the right of way, fences, monuments, buildings, structures, roads, asphalt, sewer or water lines, signs, and other property of all description whether shown on the Plans or not

If the Contractor or agents/employees of the Contractor damage, destroy, or remove property, the Contractor shall restore such property to its original condition. The Contractor shall also pay any inconvenience with the property's use. If the Contractor refuses or does not respond immediately, the Engineer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor

If any unknown subsurface structures are encountered during construction, they shall immediately be brought to the attention of the Design Engineer & Owner and prior to proceeding further with the work, protective measures shall be taken by the Contractor to protect adjacent properties, public and private, at all times during construction. The Contractor shall take all necessary precautions to protect data to aid the requirements of the responsible agency. Hydrant water, irrigation equipment and tree fees are the responsibility of the Contractor.

All disturbed earth areas within the clearing limits shall be covered with a minimum of 3" of shredded hardwoods and seeded with native grass seed.

1-07.13 Utilities and Similar Facilities

The Contractor shall protect all private and public utilities from damage resulting from the work. Among others, these utilities include: telephone, telegraph, gas power lines; cable lines, sewer and water lines; railroad tracks and equipment; and highway lighting and signing systems, and transportation systems. Also, all costs required to protect public and private utilities shall be at the Contractor's expense, except as provided otherwise in this section

The Contractor shall be responsible for verifying the location, dimensions and depth of all existing utilities prior to construction, whether shown on the contract plans or not. Locations of said utilities as shown on the contract plans are based upon the best-known records available and are subject to a degree of unknown variation. If conflicts should occur, the contractor shall immediately advise the design engineer to prepare a design revision. Approval of the design revision from the engineer and design engineer shall be obtained prior to proceeding with construction. It is the contractor's responsibility to notify the appropriate utilities involved prior to the start of any excavation. Call 811 for utility locates two working days prior to excavation. The contractor shall save all reasonable precautions to avoid damaging utilities shown on the contract plans and/or indicated in the utilities report on the serving utility. The contractor shall perform all work and shall furnish and install all materials as required by the utility. In cases where the serving utility furnishes materials and/or installs some components, the contractor shall furnish and/or install all other items of work not provided by the utility that are necessary for a complete and functioning utility system.

All work shall be constructed according to the approved contract plans and standard specifications. Any deviation from the approved contract plans will require written approval from the engineer. The contractor shall keep and maintain at the site one set of record drawings. The contractor shall mark on the record drawings all project alterations, locations, corrections, and any other changes or deviations which may vary from the details represented on the original contract plans. Upon completion of the project, the record drawings shall be submitted to the design engineer for and in preparing permanent record drawings

The contractor shall execute and have available, stored at the applicable responsible agency standards at the job site during the related construction operations

6-01 Clearing, Grubbing and Roadside Cleanup

Clearing, grubbing, stripping and shaping shall be performed in such a manner as not to create unsightly conditions visible to the traveling public on that portion of the project. Clearing limits to be staked at any one time. All existing vegetation, debris, rubble, asphalt pavement, etc., shall be removed from the project area and disposed of at an approved waste site secured by the contractor. Excavation and grading outside of the right-of-way shall comply with the current edition of the International Building Code. All slopes shall be a maximum of 2 horizontal to 1 vertical (2H:1V) unless otherwise noted on the contract plans.

2-01.2(2) Disposal Methods No. 2 - Waste Site:

The contracting agency provides no waste site to the contractor.

2-03 Excavation and Embankment:

Prior to any excavation, including trenching, strip the topsoil as provided in section 2-01. The subgrade for pavements shall be prepared by scarifying topsoil as detailed in Section 2-01 and then compact areas/ refill the subgrade to at least 95 percent of the maximum density. Embankment material shall be native soils less than 12" in greatest diameter

Compaction - All materials and layers shall be placed and compacted to 95% in loose layers not exceeding eight inches in thickness. The contractor shall be responsible for importing and/or depositing all materials as required to construct the earthwork and surfacing to the lines and grades shown on the approved contract plans. In areas of proposed landscaping, compaction need not exceed 90%.

2-03.3(7) Disposal of Surplus Material

Excess native soils may be placed on the site as shown as discussed herein. Excess stripplings beyond what can be placed on site shall be removed from the project site.

2-03.3(14)D Compaction and Moisture Control Tests:

Materials with 35 percent or more retained on the No. 4 sieve shall be determined by the AASHTO Test Method T99. This variation does not modify standard testing procedures that are outlined by WSDOT or AASHTO. Maximum density and optimum moisture for materials of 25 percent or less retained on the No. 4 sieve shall be determined by the ASTM D1557 test method for maximum density/optimum moisture. The contractor shall provide all compaction control tests, maintenance, and labor and materials to facilitate the testing described herein. The contractor shall provide all necessary test pits and additional compaction as directed by the owners representative. The contractor shall afford the responsible agency an opportunity to do projects. During compaction testing. All compaction results shall be with reference to respective maximum densities

6-04.3(9) Spreading and Compaction:

Immediately following spreading, and final grading, each layer of surfacing shall be compacted at least 95 percent of the density determined by the control tests. In areas of proposed landscaping, compaction need not exceed 90%. The determination of field compact density shall be made by the Nuclear gauge.

Each completed layer shall have a smooth, tight, uniform surface that is in the line, grade, and cross-section shown in the Plans, or as staked.

6-04.3(10) A Preparation of Existing Paved Surface.

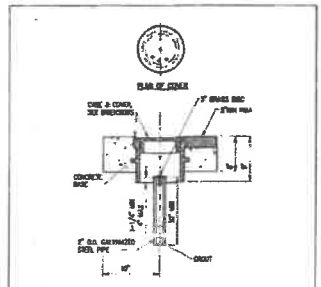
A tack coat shall be applied to all existing asphalt edges to which new asphalt is to be applied

6-03 3(2)C and 6-04.3(6)D Soil Residual Herbicide:

Soil sterilization shall be applied in areas to be paved. Used 2 lbs/ minimum ai/per of basalins and 2 pounds broadcast. Apply at manufacturer's recommended rate to ensure primary vegetation preparation.

2-04.3(12) Surface Smoothness.

Blading or "protective" excavating one quarter inch in depth in surfaces areas shall not be acceptable and shall be corrected by the contractor



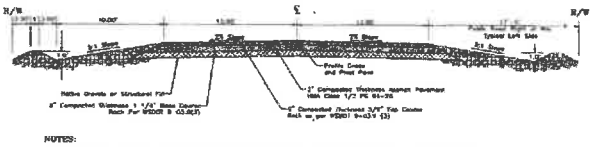
NOTES:

1. Refer to Kittitas County Standard Plan for Survey Monuments.
2. Brass disc shall be set by a professional land surveyor licensed by the State of Washington and shall bear the lisensed number of the land surveyor responsible for setting the monument.
3. Monument case and cover shall be cast iron ASTM A48 Class 30.
4. Lagging cover shall be 1/8" folded integrally cast 8" letter height, with a min face width of 3/16".
5. The grass disc shall be trimmed as it can be read if the destroyer is facing north.

MONUMENT

B

TYPICAL ROADWAY SECTION



NOTES:

1. The Roadway shall be built up from the native grade. Stormwater collection areas shall not be dug out, or below native grade.
2. Vegetation Plan Drought resistant, low growing grasses shall be planted in the stormwater collection areas

WESTERN PACIFIC ENGINEERING & SURVEY
4 N. Mission, Suite 1, Wenatchee, WA 98801
509.888.1123 Fax 509.888.1124
1235 E. Mountain View, Suite 201, Ridgefield, WA 98642
360.887.1123 Fax 360.887.1124
Western Pacific Engineering & Survey, Inc. is authorized to use this drawing for the purpose of this project only. Ownership of this drawing remains with Western Pacific Engineering & Survey, Inc. Unauthorized use of this drawing is prohibited.

No.	Description	Date
1	Corrections Per Review Comments	06/22
2	Per Revisions	Dec.

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY DRIVE IMPROVEMENTS
Construction Details and Specifications
Kittitas County

Designed by RBW
Drawn by KBP/PVC
Checked by RBW
Project No. 18E41
Date Jan. 2020
Scale
Hor 1" = N/A
Vert. 1" = N/A
Sec TN, R 18 E, W M

SHEET NO.
C2.1

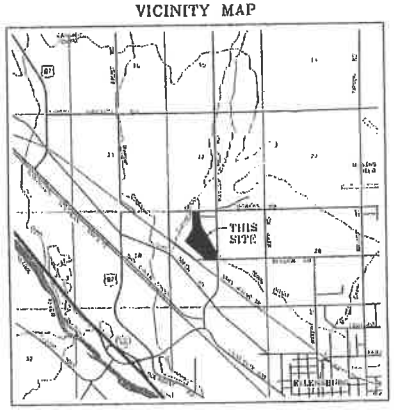
18E827

PRIVATE ROAD NETWORK DRAWINGS FOR PALOMINO MAJOR PLAT, PHASE 4

Prepared By

WESTERN PACIFIC ENGINEERING & SURVEY

VICINITY MAP



BENCH MARK LISTING

TBM#1 - Found monument marking the northwest corner of Section 22 (Elevation=1045.05)

TBM#2 - Found monument marking the southwest corner of Section 22 (Elevation=1089.32)

TBM#3 - Found monument marking the southeast corner of the southwest quarter of Section 22. (Elevation=1015.85)

NOTES:

The engineer who has prepared these plans, by execution and/or seal hereof does hereby affirm responsibility to the County, as a beneficiary of said engineer's work, for any errors and omissions contained in these plans, and approval of these plans by the County Engineering Department shall not relieve the engineer who has prepared these plans of any such responsibility.

These construction plans for Palomino Fields were prepared by me (or under my direct supervision) in accordance with the requirements of the Kittitas County Road Standards.

Nathaniel D. Herziger
Western Pacific Engineering & Survey
01/06/2020

ADDITIONAL NOTES:

1. Inspection: Construction shall not begin until permits have been issued. If a Department of Public Works site inspector is not available after proper notice of construction activity has been provided, the permittee may commence work in the inspector's absence. However, Kittitas County reserves the right to not accept the improvement if subsequent testing reveals an improper installation.

2. Paving shall not start until the mix design is accepted by the County Engineer.

3. All stationing is based on centerline of roadways unless otherwise noted. Kittitas County Road Standards Chapter 5 Page 58 1/29/2012

4. Except where otherwise provided for in these plans and specifications, the most current editions of the WSDOT Standard Specifications and WSDOT Standard Plans shall apply.

5. The vertical datum for the project is equal to US Bureau of Reclamations datum.

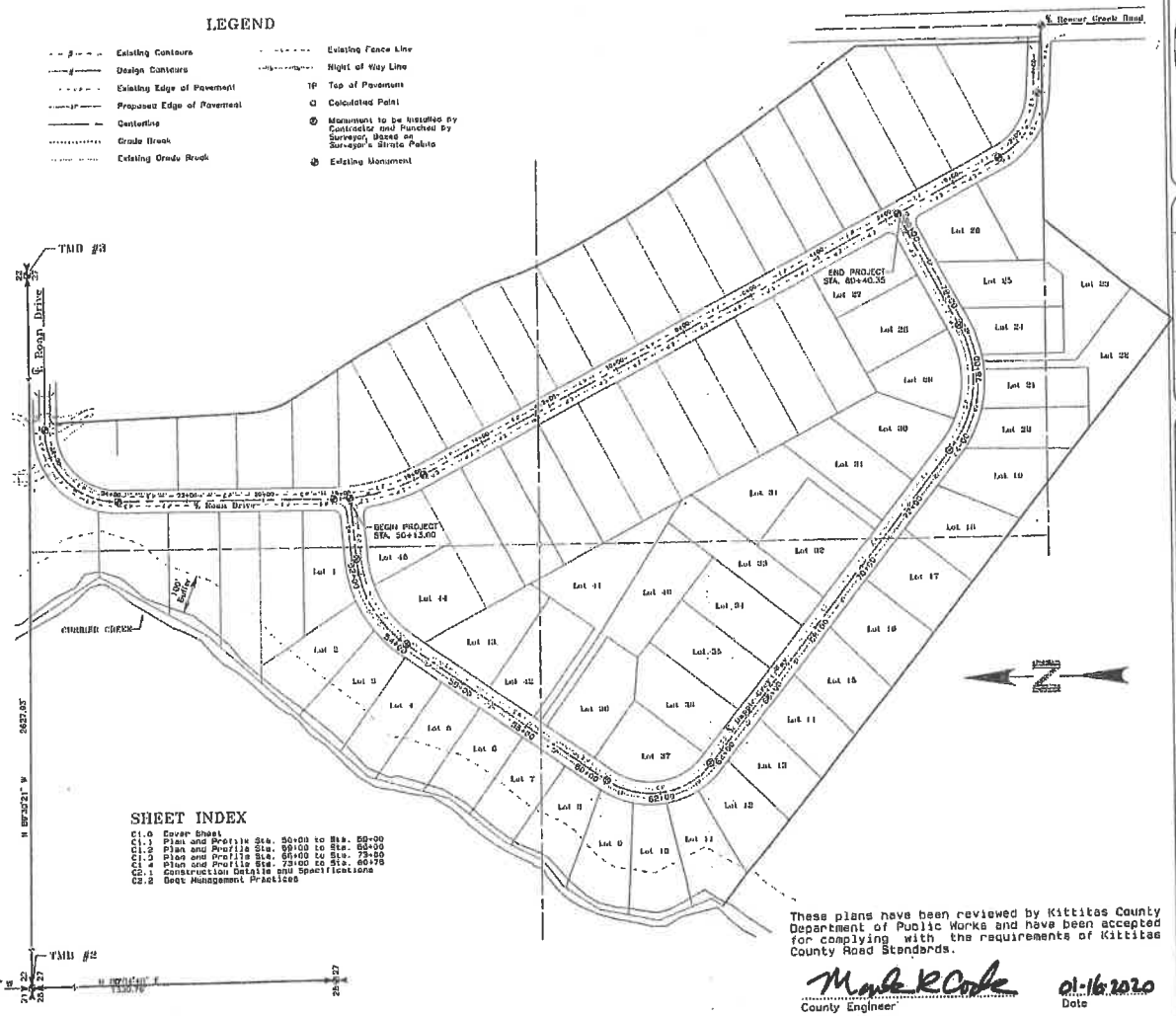
6. Ninety Shown Contours were electronically derived from field measurements provided to WPES by the client.

7. Utility locations are shown and were obtained from field measurements provided to WPES by the client based on marks found on the ground. All underground utility locations should be considered approximate.

8. Property boundary information is taken from the Palomino Fields Plat recorded through Kittitas County. This drawing is not a property survey and boundary information shown hereon should not be used for legal purposes.

LEGEND

- Existing Contours
- Design Contours
- Existing Edge of Pavement
- Proposed Edge of Pavement
- Centerline
- Grade Break
- Existing Grade Break
- Existing Fence Line
- Right of Way Line
- TP Top of Pavement
- Calculated Point
- Monument to be Installed by Contractor and Punched By Surveyor, Based on Surveyor's Stamp Points
- Existing Monument



SHEET INDEX

C1.0 Cover Sheet
C1.1 Plan and Profile Sta. 50+00 to Sta. 59+00
C1.2 Plan and Profile Sta. 59+00 to Sta. 66+00
C1.3 Plan and Profile Sta. 66+00 to Sta. 73+50
C1.4 Plan and Profile Sta. 73+00 to Sta. 80+75
C2.1 Construction Details and Specifications
C2.2 Best Management Practices

These plans have been reviewed by Kittitas County Department of Public Works and have been accepted for complying with the requirements of Kittitas County Road Standards.

Mark R Cook
County Engineer

01-16-2020
Date

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1326 E. Hunter Place, Moses Lake, Washington
T(509)765-1625 F(509)765-1386

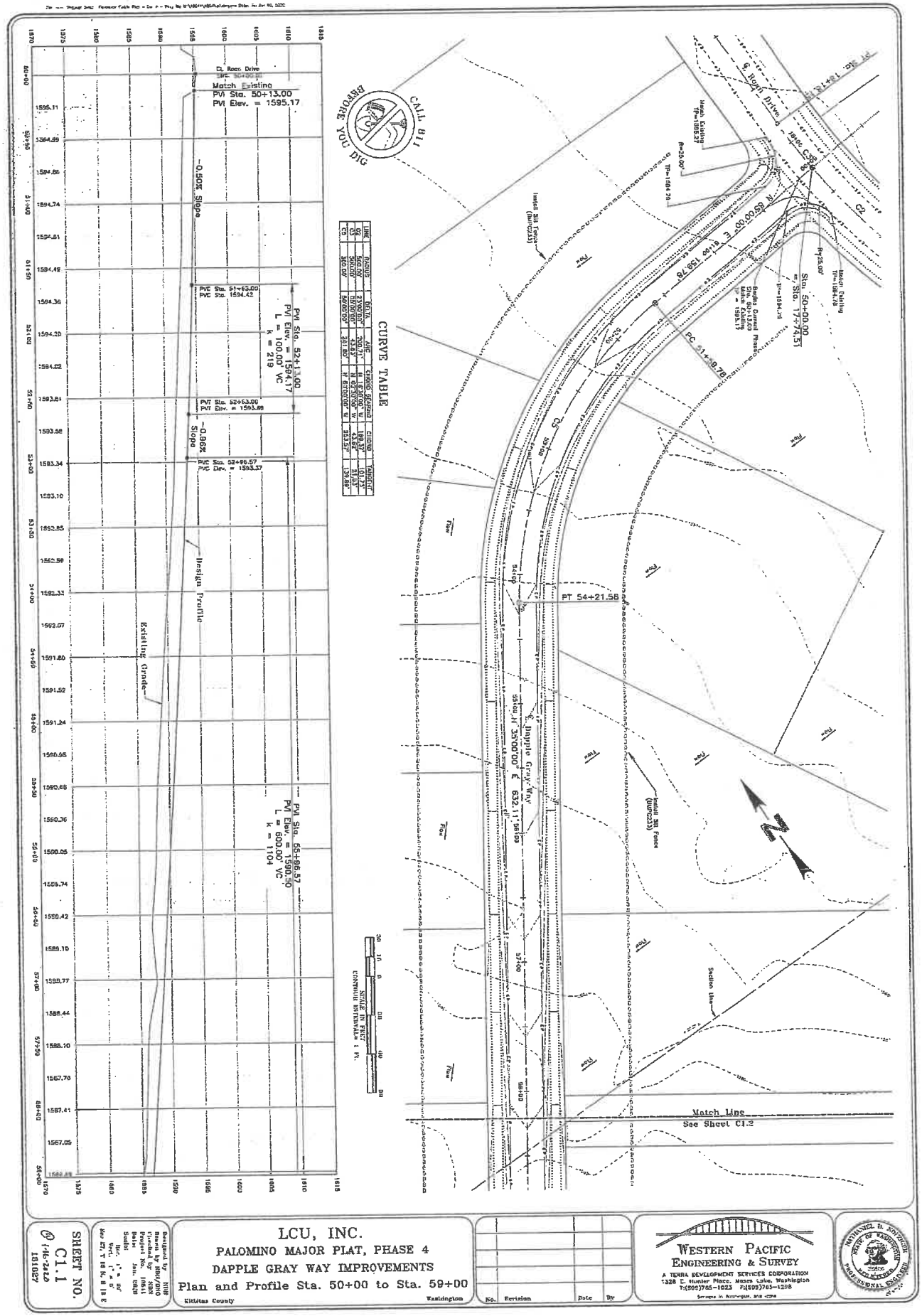
No.	Revisions	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Cover Sheet
Kittitas County Washington

Designed by NDH
Drawn by NDH/GNO
Checked by NDH
Project No. 19611
Date: Jan. 2020
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 22, T 16 N, R 18 E

SHEET NO.
C1.0

161627



CALL 811 BEFORE YOU DIG

CURVE TABLE								
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD	TANGENT
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C2	5400.00'	2°00'00"	188.50'	N 87°00'00" W	188.49'	94.26'
C3	5400.00'	1°23'48"	131.65'	N 87°41'54" W	131.65'	65.83'

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Plan and Profile Sta. 50+00 to Sta. 59+00
Kittitas County Washington

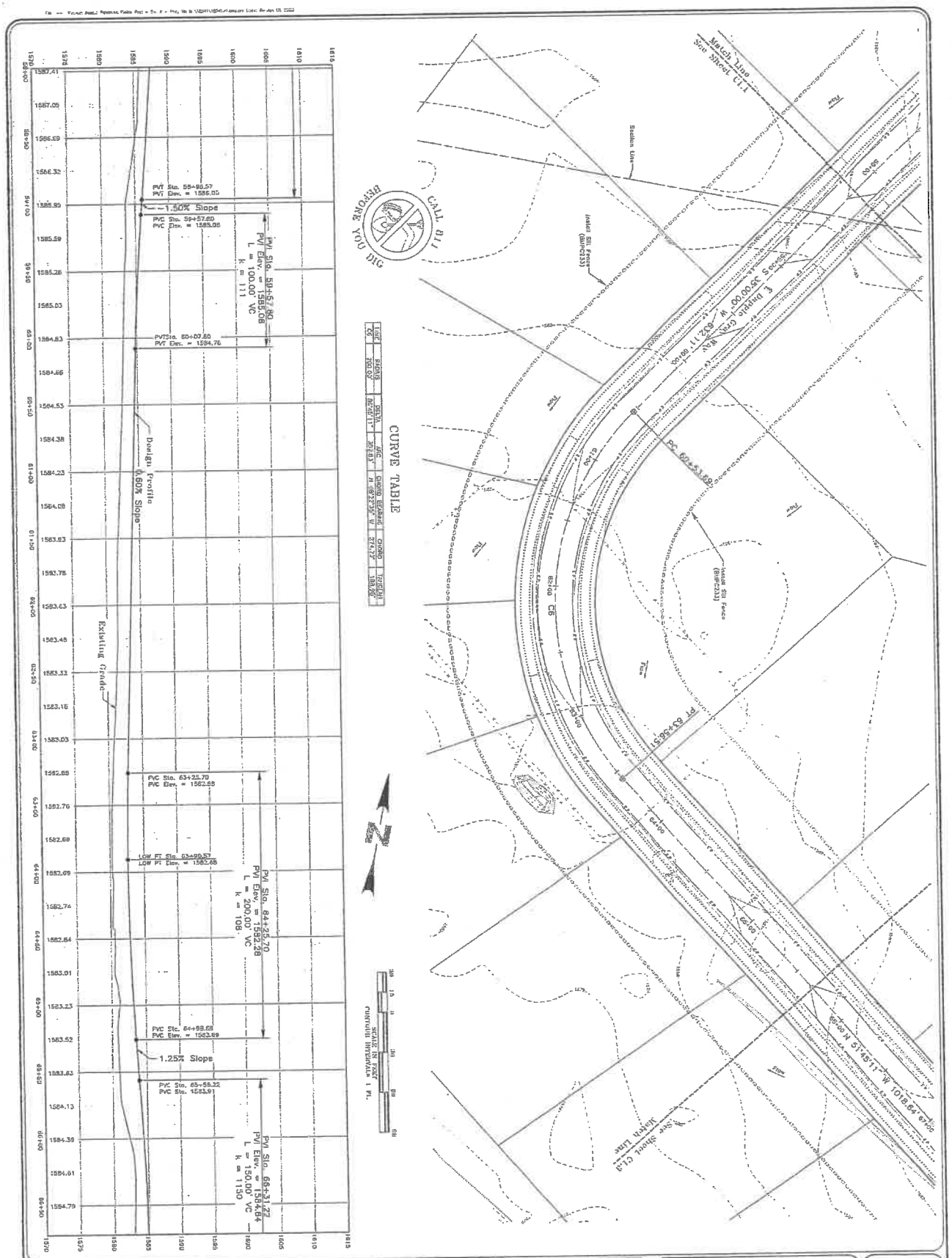
No.	Revision	Date	By

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
P:(509)765-1025 F:(509)765-1298

NATHANIEL B. NORTHEN
STATE OF WASHINGTON
20406
REGISTERED
PROFESSIONAL ENGINEER

SHEET NO. C1.1
Date: 1-16-2020
181027

Designed by: RHB
Drawn by: ASMD
Checked by: ASMD
Project No. 181.1
Basis: Sheet
Scale: 1" = 20'
Vert: 1" = 2'
Hor: 1" = 20'
Sec 17, T 18 N, R 18 E



SHEET NO. C1.2

Designed by RHN
Drawn by NHW/RHN
Checked by RHN
Project No. 18341
Date Jan. 2020
Scale Hor. 1" = 30'
Vert. 1" = 3'
Sec. 27, T 18 N, R 18 E

LCU, INC.

PALOMINO MAJOR PLAT, PHASE 4

DAPPLE GRAY WAY IMPROVEMENTS

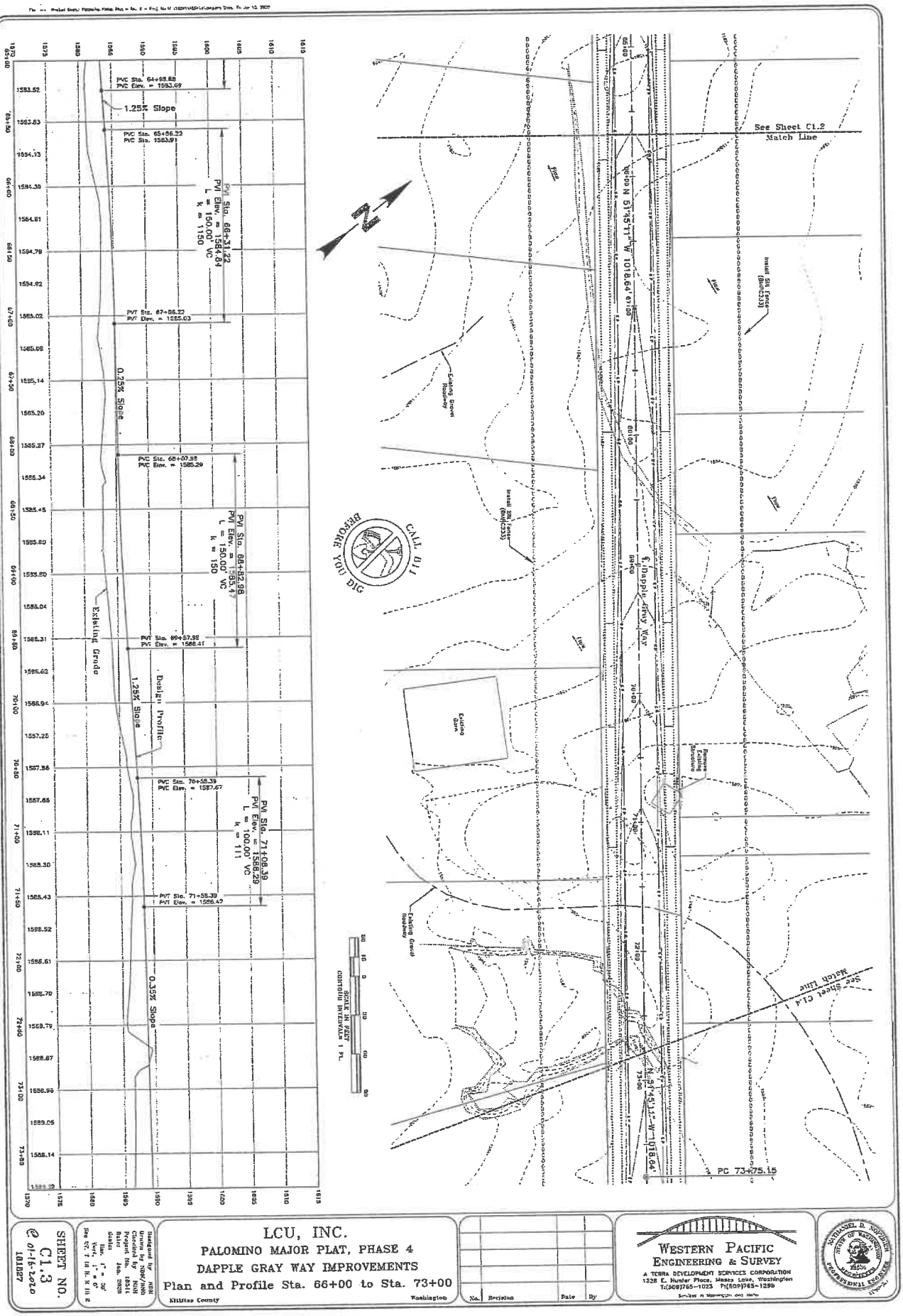
Plan and Profile Sta. 59+00 to Sta. 66+00

Kittitas County Washington

No.	Revision	Date	By

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1525 E. Hunter Place, Moses Lake, Washington
T:(509)765-1623 F:(509)765-1258
Serving the Northwest since 1979

NATHANIEL D. NOWLIN — STATE OF WASHINGTON — 38866 — REGISTERED PROFESSIONAL ENGINEER



LCU, INC.

PALOMINO MAJOR PLAT, PHASE 4

DAPPLE GRAY WAY IMPROVEMENTS

Plan and Profile Sta. 66+00 to Sta. 73+00

Kittitas County Washington

SHEET NO. C1.3

@ 01-16-2020

181827

Horizontal Datum: NAD83/2011
Units: US Survey Feet
Checked by: MJH
Project No. 181827
Date: Jan. 2020

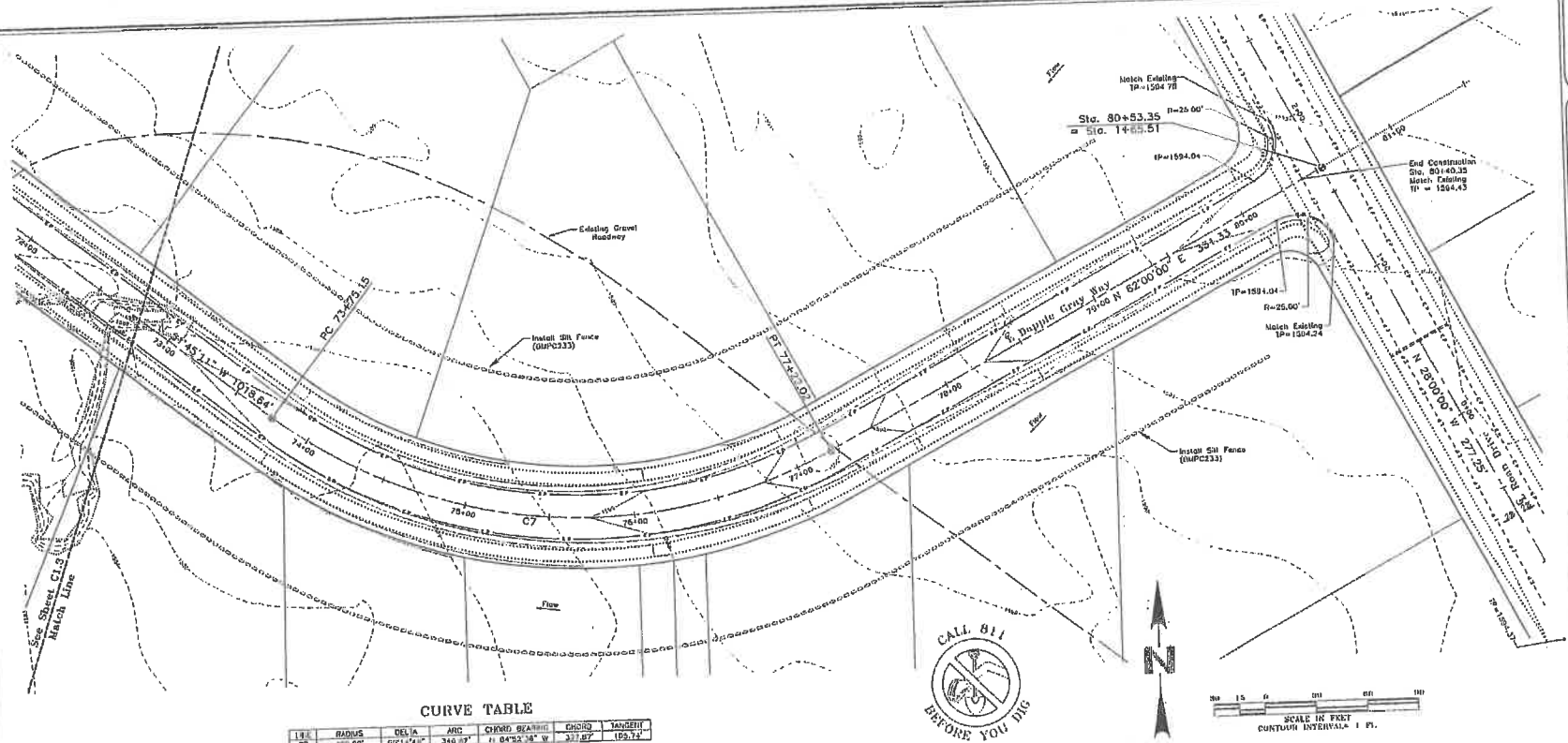
Horiz. 1" = 30'
Vert. 1" = 6'

Sec 07, T 18 N, R 18 E W.M.

No.	Revision	Date	By

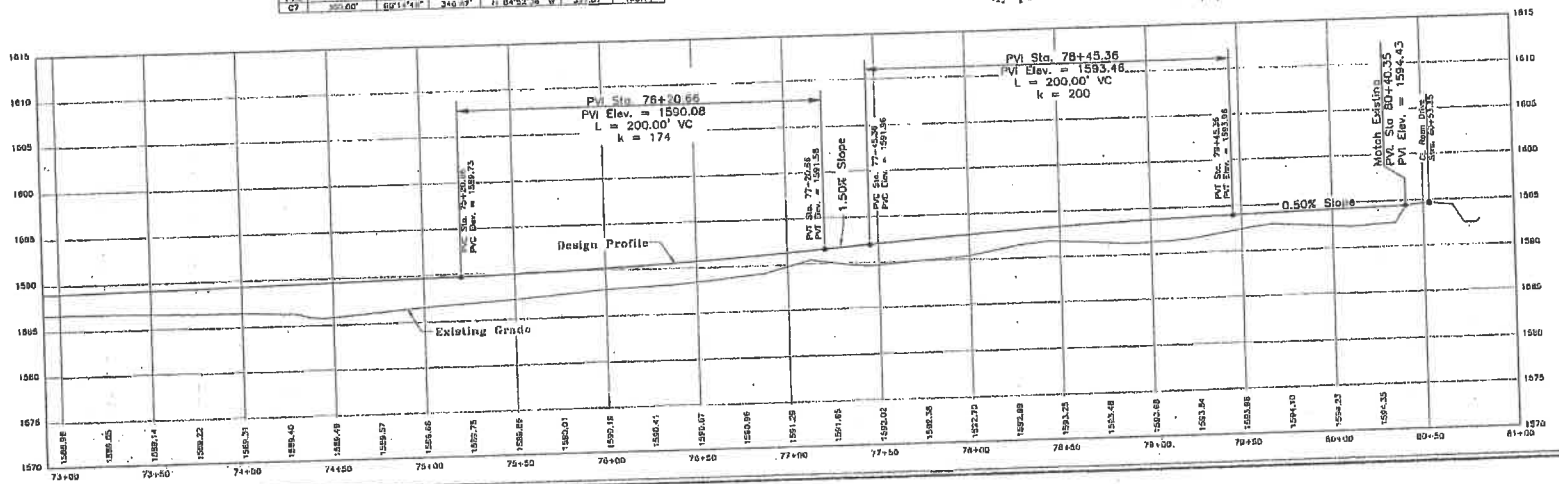
WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T:(509)765-1023 F:(509)765-1295

NATHANIEL D. HOPKINSON — STATE OF WASHINGTON — 21611 — REGISTERED PROFESSIONAL ENGINEER



CURVE TABLE

LINE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD	TANGENT
C7	350.00'	60°11'49"	368.07'	N 84°52'36" W	327.97'	(D) 74'



WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1325 Commercial Street, Bellingham, Washington
T (360)676-1013 F (360)676-1298

No.	Revision	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY WAY IMPROVEMENTS
Plan and Profile Sta. 73+00 to Sta. 80+75
Whitman County Washington

Designed by MHN
Drawn by MHN/JHH
Checked by MHN
Project No. 18541
Date: Jan. 2020
Scale:
Hor. 1" = 50'
Vert. 1" = 5'
Sec 07, T 16 N, R 46 E

SHEET NO.
C1.4
@ 01-16-2020
181827

GENERAL SPECIFICATIONS

The Washington State Department of Transportation "Standard Specifications for Road, Bridge, and Municipal Construction" 2020 Edition as amended by the APWA and the Kittitas County Public Works Road Standards, and referred to as the "Standard Specifications", are hereby part of the contract plans. Any inconsistency in the parts of the contract including these contract plans shall be brought to the attention of Western Pacific Engineering & Survey, Inc. and the Kittitas County Public Works, prior to construction. During the performance of the work, if the contractor discovers any conflict, error, ambiguity, or discrepancy within the contract plans, contractor shall report it immediately, in writing, to Western Pacific Engineering & Survey, Inc., and to the responsible agency's designated engineer. The Standard Specifications can be obtained at the following web sites:

http://www.wsdot.wa.gov/publications/manuals/
https://www.co.kittitas.wa.us/public-works/development

Responsible Agencies:

Evergreen Valley Utilities:
All water mains and lines.

Kittitas County Public Works:
All roadways from the existing edge of pavement and all other utility work within the County Road Right of Way.

Kittitas County Building Department:
All other aspects of construction.

Prior to the start of construction, a pre-construction conference shall be scheduled with the contractor, the developer's design engineer, city personnel and any effected utilities and agencies.

Special Provisions:

The contractor shall do all work in accordance with the contract plans, these special provisions, responsible agency standards, and the Standard Specifications.

1-05.4 Conformity with and Deviations from Plans:

Construction staking shall be performed under the direct supervision of a licensed Professional Surveyor. A copy of the staking notes will be provided to the responsible agency.

The Contractor shall keep the surveyor informed of their staking requirements far enough in advance of the time when the stakes will be required to provide a reasonable amount of time to set the stakes. Requests for stakes shall be made at least two working days prior to the need to commence staking operations. The request shall include the offset distance and direction.

As-Constructed Drawings shall be prepared and submitted to the Kittitas County Engineer by the Design Engineer upon completion of the construction.

1-06.1 Approval of Materials:

The Contractor shall submit a written list of all materials to the design engineer prior to construction. Submittals for all non-standard materials used in the project shall be reviewed and approved by the governing agency prior to use. The contractor shall provide materials submitted for all non-standard materials to the respective agencies. All materials shall be approved by the design engineer and the agency prior to the start of construction.

All equipment, materials, and articles incorporated into the permanent Work:

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
2. May be inspected or tested at any time during their preparation and use; and
3. Shall not be used in the Work if they become unfit after being previously approved.

1-06.2(1) Samples and Tests for Acceptance:

The Contractor shall deliver representative samples (from the Contractor, Producer, or Fabricator) to the Owner or their designated inspector without charge before incorporating material into the Work. In providing samples, the Contractor shall provide the Owner or their designated inspector with sufficient time and quantities for testing before use. The Owner or their designated inspector may require samples at any time. Samples not taken by or in the presence of the Owner or their designated inspector will not be accepted for test, unless the Owner or their designated inspector permits otherwise.

The Contractor shall designate specific Contractor employees as points of contact for concrete testing and acceptance. Alternates shall be designated to ensure that direct contact is maintained during concrete placement. The Owner or their designated inspector will designate specific Contracting Agency employees as points of contact for concrete testing and acceptance.

The Contractor may observe any of the sampling and testing performed by the Owner or their designated inspector. If the Contractor observes a deviation from the specified sampling and testing procedures, the Contractor shall verbally describe the deviations observed to the Owner or their designated inspector or designated representative immediately, and shall confirm these observed deviations in writing to the Owner or their designated inspector within 24 hours, referencing the specific procedures and steps. The Owner or their designated inspector will respond in writing within 3 working days of the receipt of the Contractor's written communications.

1-07.1 Laws to be Observed:

The Contractor shall always comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect work under the Contract.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the site or who may be affected by the work.
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations related to the safety of persons or property including WISHA and OSHA regulations.

It is the responsibility of the Contractor to obtain all necessary permits and pay all associated fees to perform the work required by these plans.

1-07.1 Laws to be Observed Continued:

Before commencing construction, the contractor must have a Kittitas County Construction bond in the amount of 125 percent of the estimated construction costs. When a letter of escrow or cash is used, the amount covered shall be for 150 percent of the estimated construction costs as reviewed by the County Engineer.

Construction Permit: Prior to construction the contractor shall obtain the permit and pay to Kittitas County a fee as required.

1-07.16 Protection and Restoration of Property:

The Contractor shall protect private or public property on or in the vicinity of the Work site. The Contractor shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the Contract so specifies. Property includes land, utilities, trees, landscaping, improvements legally on the right of way, markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs, and other property of all description whether shown on the Plans or not.

If the Contractor (or agents/employees of the Contractor) damage, destroy, or interfere with the use of such property, the Contractor shall restore it to original condition. The Contractor shall also halt any interference with the property's use. If the Contractor refuses or does not respond immediately, the Engineer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor.

If any unknown subsurface structures are encountered during construction, they shall immediately be brought to the attention of the Design Engineer & Owner and prior to proceeding further with the work, protective measures shall be taken by the contractor to protect adjacent properties, public and private, at all times during construction. The contractor shall take all necessary precautions to control dust to meet the requirements of the responsible agency. Hydrant meter, irrigation equipment and any fees are the responsibility of the contractor.

All disturbed soils areas within the clearing limits shall be covered with a minimum of 4" of stockpiled strippings and seeded with native grass seed.

1-07.17 Utilities and Similar Facilities:

The Contractor shall protect all private and public utilities from damage resulting from the Work. Among others, these utilities include: telephone, telegraph, and power lines; pipelines, sewer and water lines; railroad tracks and equipment; and highway lighting and signing systems, and intelligent transportation systems (ITS). All costs required to protect public and private utilities shall be at the Contractor's expense, except as provided otherwise in this section

The contractor shall be responsible for verifying the location, dimension and depth of all existing utilities prior to construction, whether shown on the contract plans or not. Locations of said utilities as shown on the contract plans are based upon the best-known records available and are subject to a degree of unknown variation. If conflict should occur, the contractor shall immediately advise the design engineer to prepare a design revision. Approval of the design revision from the engineer and design engineer shall be obtained prior to proceeding with construction. It is the contractor's responsibility to notify the appropriate utilities involved prior to the start of any excavation. Call Qlt for utility locates two working days prior to excavation. The contractor shall make all necessary arrangements, for construction of utilities shown on the contract plans and/or implicated in the contract document, with the serving utility. The contractor shall perform all work and shall furnish and install all materials as required by the utility. In cases where the serving utility furnishes materials and/or installs some components, the contractor shall furnish and/or install all other items of work not provided by the utility that are necessary for a complete and functioning utility system.

All work shall be constructed according to the approved contract plans and standard specifications. Any deviation from the approved contract plans will require written approval from the engineer. The contractor shall keep and maintain on the site one set of record drawings. The contractor shall mark on the record drawings all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract plans. When construction is complete, the record drawings shall be submitted to the design engineer for use in preparing permanent record drawings.

The contractor shall obtain and have available, copies of the applicable responsible agency standards at the job site during the related construction operations.

8-01 Clearing, Grubbing and Roadside Cleanup:

Clearing, grubbing, stripping and cleanup shall be performed in accordance with 8-01 within the following limits: to the limits shown on the plan and profile sheets. Clearing - prior to the start of any earthwork. All existing vegetation, debris, rubble, asphalt pavement, etc., shall be removed from the project area and disposed of at an approved waste site secured by the contractor. Excavation and grading outside of the right-of-way shall comply with the current edition of the International Building Code. All slopes shall be a maximum of 6 horizontal to 1 vertical (6H:1V) unless otherwise noted on the contract plans.

8-01.2(5) Disposal Method No. 2 - Waste Site:

The contracting agency provides no waste site to the contractor

8-03 Excavation and Embankment:

Prior to any excavation, including trenching, strip the topsoil as provided in section 8-01. The subgrade for embankments shall be prepared by stripping topsoil as provisions in Section 8-01 and then compact (proof roll) the subgrade to at least 95 percent of the maximum density. Embankment material shall be native soils less than 12" in greatest diameter.

Compaction - All materials and layers shall be placed and compacted to uniform layers not exceeding eight inches in thickness. The contractor shall be responsible for importing and/or exporting all materials as required to construct the earthwork and surfacing to the lines and grades shown on the approved contract plans. In areas of proposed landscaping, compaction need not exceed 90%

8-03.3(2) Disposal of Surplus Material:

Excess native soils may be placed on the surrounding lots.

Excess native strippings may be placed on the site as shown as discussed herein. Excess strippings beyond what can be placed on site shall be removed from the project site.

8-03.3(14)D Compaction and Moisture Control Tests:

Materials with 30 percent or more retained on the No. 4 sieve shall be determined by the WSDOT test Method T060. This variation does not modify standard testing procedures that are defined by WSDOT or AASHTO Maximum density and optimum moisture for materials of 30 percent or less retained on the No. 4 sieve shall be determined by the ASTM D1557 test method for maximum density/optimum moisture. The contractor shall provide all necessary excavation, vibratory compaction equipment, and labor to facilitate the testing compaction tests. The contractor shall provide all necessary test pits and additional work as directed by the owners representative. The contractor shall provide the responsible agency an opportunity to be present during compaction testing. All compaction results shall be with reference to received maximum densities.

4-04.3(6) Spacing and Compaction:

Immediately following spreading and final grading, each layer of surfacing shall be compacted at least 95 percent of the density determined by the control tests. In areas of proposed landscaping, compaction need not exceed 90%. The determination of field in-place density shall be made by the Nuclear gauge.

Each completed layer shall have a smooth, tight, uniform surface true to the line, grade, and cross-section shown in the Plans, or as staked.

5-04.3(1) A Preparation of Existing Paved Surface:

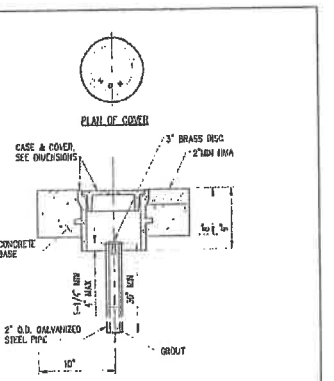
A tack coat shall be applied to all existing asphalt edges to which new asphalt is to be applied.

5-02.3(2)C ~~Cold Planing~~ Shall Residual Herbicide:

Soil sterilization shall be applied in areas to be paved. Keep 2-foot minimum clear of existing and proposed landscape areas. Apply at manufacturer's recommended rate to assure 3-inches minimum penetration

5-04.3(11) Surface Smoothness:

Planing or "bumpiness" exceeding one quarter inch in depth in surfaced areas shall not be acceptable and shall be corrected by the contractor.



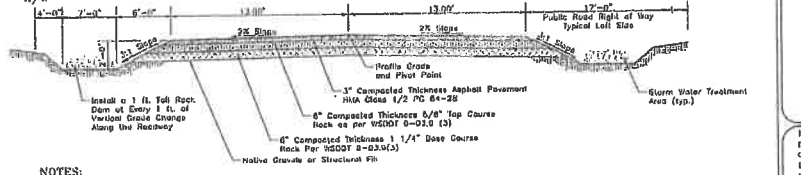
NOTES:

1. Refer to Kittitas County Standard Plan for Survey Monuments
2. Brass discs shall be set by a professional land surveyor licensed by the State of Washington and shall bear the licensed number of the land surveyor responsible for setting the monument.
3. Monument case and cover shall be cast iron ASTM A48 Class 30.
4. Legend cover shall be 1/0" raised integrally cast 1" letter height with a min face width of 3/16".
5. The brass disc shall be oriented so it can be read if the observer is facing north.

MONUMENT
WESTERN PACIFIC ENGINEERING & SURVEY
05/2018
B

1-800-424-5555
CALL BEFORE YOU DIG

ROADWAY SECTION



NOTES:

1. The Roadway shall be built up from the native grade. Stormwater collection areas shall not be dug out, or below native grade.
2. Vegetation Plan: Drought resistant, low growing grasses shall be planted in the stormwater collection areas.

WESTERN PACIFIC ENGINEERING & SURVEY
A TITAN DEVELOPMENT SERVICES CORPORATION
1535 C. Hunter Place, Moses Lake, Washington
T(509)765-1603 F(509)765-1288
Surveyor ■ Hunter, PLS 46412

No.	Revisions	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY DRIVE IMPROVEMENTS
Construction Details and Specifications
Washington
Kittitas County

Designed by NAN
Drawn by NAN/TSL
Checked by NAN
Project No. 18341
Date: Jan. 2020
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 27, T 18 N, R 18 E

SHEET NO.
C2.1
e 01-16-2020
181627

NOTES:

a Mark Clearing Limits

To prevent and reduce the area of soil exposed to construction, the limits of construction will be clearly marked before land-disturbing activities begin. In general, natural vegetation and native topsoil shall be retained in an undisturbed state to the maximum extent possible. The BMPs relevant to marking the clearing limits that will be applied for this project include:
- Temporary property corners.
- High Visibility Plastic Fence (BMP C103E)

a Entrance/Construction Access

Construction access or activities occurring on unpaved areas shall be minimized, yet where necessary, access points shall be stabilized to minimize the tracking of sediment onto public roads, and wheel washing, street sweeping, and street cleaning shall be employed to prevent sediment from entering State waters. All wash wastewater shall be controlled on site. The specific BMPs related to establishing construction access that will be used on the project:
- Stabilized Construction Entrance (BMP C105E)

a Control Flow Rate

Due to all stormwater runoff being retained on site, there will be no flow control required.

a Sediment Controls

All stormwater runoff from disturbed areas shall pass through an appropriate sediment removal BMP before leaving the construction site or prior to being discharged to an infiltration facility. The specific BMPs to be used for controlling sediment on this project include:
- Silt Fence (BMP C105E) - locations outlined in Construction Drawing

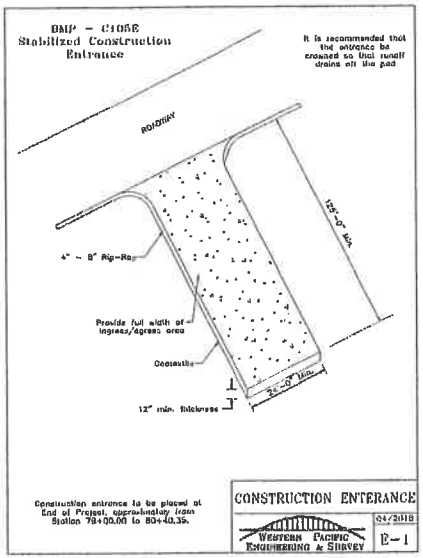
a Stabilize Soils

Exposed and un-worked soils shall be stabilized with the application of effective BMPs to prevent erosion throughout the life of the project. The specific BMPs for soil stabilization that shall be used on this project include:
- Mulching (BMP C121E) - with gravel and rock
- Plastic Covering (BMP C123E)
- Dust Control (BMP C140E)

a Protect Slopes

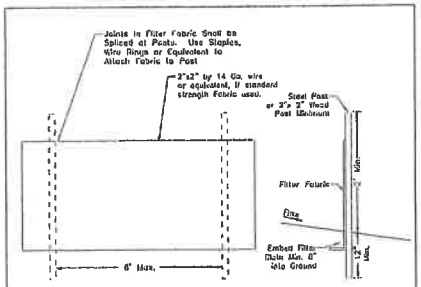
All cut and fill slopes will be designed, constructed and protected in a manner that minimizes erosion. The following specific BMPs will be used to protect slopes for this project:
- Temporary and Permanent Seeding (BMP C120E)
- Plastic Covering (BMP C123E)

In general, cut and fill slopes will be stabilized as soon as possible and soil stockpiles will be temporarily covered with plastic sheeting. All stockpiled soils shall be stabilized from erosion, protected with adjacent trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.



Construction entrance to be placed at End of Project, approximately from Station 79+00.00 to 80+40.39.

CONSTRUCTION ENTRANCE
04/2018
WESTERN PACIFIC ENGINEERING & SURVEY
E-1



GEOTEXTILE STANDARDS

Polymeric Mesh AOS (ASTM D4751)	0.60 mm maximum for slit film wovens (#30 sieve). 0.30 mm maximum for all other geotextile types (#50 sieve). 0.15 mm minimum for all fabric types (#100 sieve)
Water Permeability (ASTM D4491)	0.02 sec^{-1} minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. Minimum for extra strength fabric.
	100 lbs. Minimum for standard strength fabric.
Grab Tensile Strength (ASTM D4632)	30% maximum
Ultraviolet Resistance (ASTM D4355)	70% minimum

NOTE:
Conforms to Eastern Washington Storm Water Manual BMP - C233E for a Silt Fence

SILT FENCE
04/2018
WESTERN PACIFIC ENGINEERING & SURVEY
E-3

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1329 E. Sprague Ave., Spokane, Washington
(509)535-1865 FAX(509)535-1238

No.	Revisions	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 4
DAPPLE GRAY DRIVE IMPROVEMENTS
Best Management Practices
Washington
Whitman County

Designed by NDN
Drawn by NDN/TSL
Checked by NDN
Project No. 18041
Date: Jan. 2020
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 27, T 16 N, R 43 E

SHEET NO.
C2.2
@ 01-16-2020
161827

ENGINEERS SPECIAL INSPECTORS PLANNERS SURVEYORS
WESTERN PACIFIC ENGINEERING & SURVEY
PIONEER WAY PROFESSIONAL CENTER
1328 E. HUNTER PLACE
MOSES LAKE, WASHINGTON 98837
OFFICE: (509) 765-1023
FAX: (509) 765-1298

August 1, 2019

LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, Washington 98922

SUBJECT: Stormwater Management Plan for Phase IV of the Palomino Major Plat located in Ellensburg, Washington.
WPES Project No. 18540

Dear Mr. Deneen:

The purpose of this letter is to outline the stormwater management plan for Phase IV of the Palomino Major Plat in Ellensburg, Washington. The scope of Phase IV of the Palomino Major Plat development, includes the construction of Dapple Gray Way to service 45 additional residential lots. It is expected that each of the lots will contain newly constructed single family homes. The development is located approximately three miles northwest of downtown Ellensburg, Washington. The site can be accessed to the northwest from Bowers Road or from the southeast from Reecer Creek Road. More particularly, the site is located in the Northwest quarter of Section 27, Township 18 North. Range 18 East, W.M., on Kittitas County's Tax Parcel No. 491033

The area in which the Palomino Fields Development is located, is known to have seasonal high ground water during the summer months. Due to the high groundwater, the traditional trenches and swales used to manage stormwater runoff are highly unlikely to function properly. Problems with the high ground water were encountered during the construction of Phase I of this development. At that time, we worked closely with Kittitas County to come up with a solution that would best manage the stormwater runoff from this development. As a result, the road design for this development calls for raising the road bed above the existing native grade. In raising grade of the road, the stormwater will be able to run off the roadway. In order to handle the runoff from the roadway, as well as the lots themselves, the area located along the roadbed will be reserved to be used as infiltration areas. By minimizing compaction and allowing only drought resistant low growing grasses to be planted in these infiltration areas, the stormwater runoff will be able to properly infiltrate into the ground.

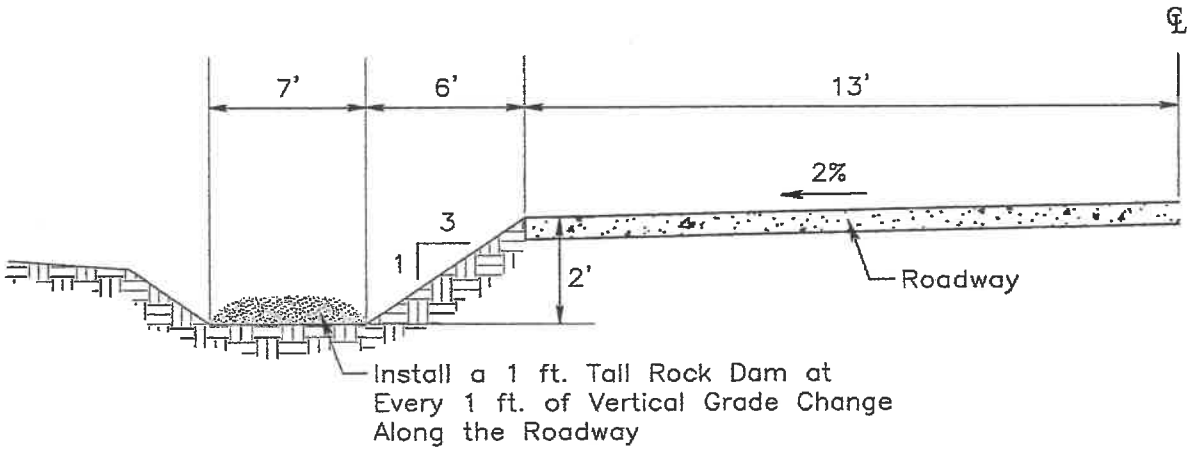
Attached to this letter is an exhibit showing a typical cross section of the stormwater infiltration areas located along the roadway. Within the infiltration area, one foot tall rock check dams will be installed at every foot of vertical grade drop. These check dams are intended to decrease the stormwater flow, minimize channel scour, and promote deposit of sediment. BMP C207, of the *Eastern Washington Stormwater Management Manual*, published by the Washington State Department of Ecology, shall

be followed during the construction of the check dams. As you know, you will also be required to follow all Washington Department of Ecology and Kittitas County Stormwater Standards during the construction of this development.

Thank you for allowing us to serve your engineering needs. If you have any further questions, please feel free to contact our office.

Sincerely,

Nathaniel D. Nofziger, P.E.
WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place
Moses Lake, Washington 98837
(509) 765-1023



NOTES:

1. The Roadway shall be built up from the native grade. Stormwater collection areas shall not be dug out, or below native grade.

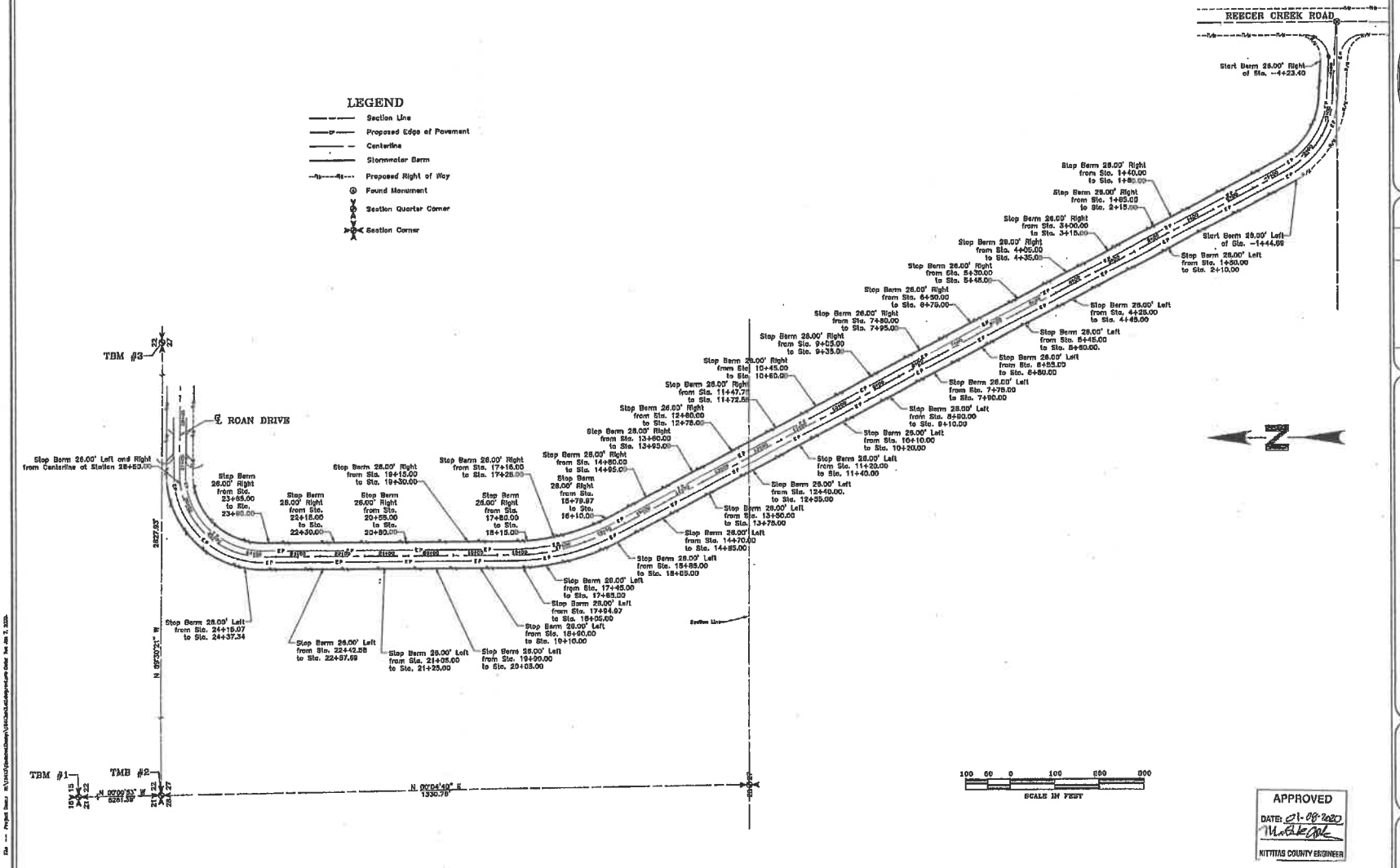
2. Drought resistant, low growing grasses shall be planted in the stormwater collection areas.

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 East Hunter Place
Moses Lake, WA
T:(509)765-1023
F:(509)765-1298

PALOMINO MAJOR PLAT
Stormwater Exhibit
Ellensburg, Washington

DRAWN BY: BNO	DATE:	WPE PROJECT #:	Scale: 1" = N/A
CHECKED BY: NDN	07/2019	18541	PLATE NO.: 01

COUNTY ROAD NETWORK AMENDMENT FOR PALOMINO MAJOR PLAT



APPROVED
DATE: 1-08-2020
KITTITAS COUNTY ENGINEER

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA ENGINEERING SERVICES CORPORATION
1328 E. Nooksack Place, Bellingham, Washington
T(360)715-1023 F(360)715-1238

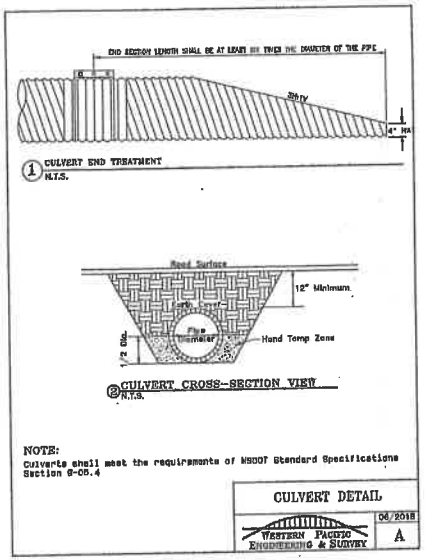
No.	Revisions	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 2 & 3
ROAN DRIVE STORMWATER ALTERATIONS
Road Layout
Kittitas County Washington

Designed by NDH
Drawn by NDH/TSL
Checked by NDH
Project No. 18413
Date: December 2019
Scale
Hor. 1" = 100'
Vert. 1" = N/A
Sec 27, T 18 N, R 18 E

SHEET NO.
C1.1

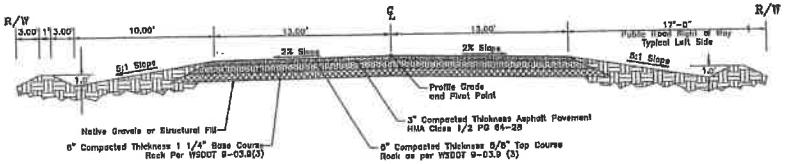
181627



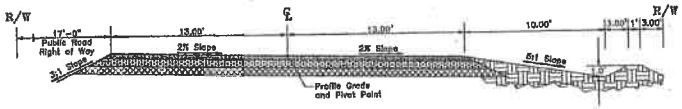
① CULVERT END TREATMENT
N.T.S.

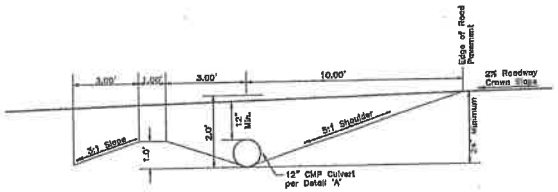
② CULVERT CROSS-SECTION VIEW
N.T.S.

TYPICAL ROADWAY SECTION

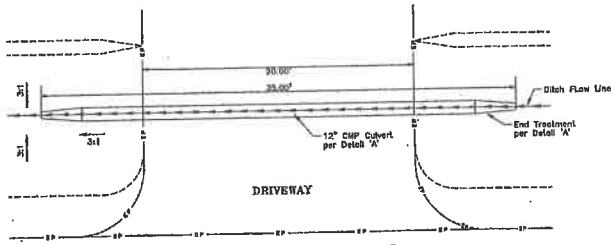


SUPER ROADWAY SECTION
Sta. -4+23.40 to Sta. -1+44.69

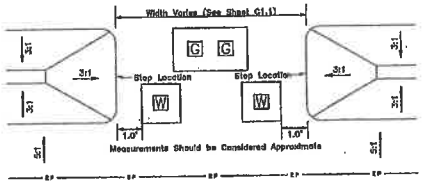




Ⓑ TYPICAL DRIVEWAY PROFILE
Scale: 1" = 2'



Ⓒ TYPICAL DRIVEWAY PLAN
Scale: 1" = 4'



Ⓓ TYPICAL UTILITY BOX CUTOUT
Scale: 1" = 2'

CALL 811 BEFORE YOU DIG

APPROVED
DATE: 01-08-2020
KITTITAS COUNTY ENGINEER

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1325 E. Nanitch Street, Kennewick, WA 99336 • (509) 783-1211
1700 Main Street, Suite 2, Kirkland, WA 98033 • (425) 822-4446
Surveyors in Washington and Idaho

No.	Revision	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 2 & 3
ROAN DRIVE STORMWATE ALTERATIONS
Construction Details
Kittitas County, Washington

Designed by NDN
Drawn by YML/TEL
Checked by NDN
Project No. 12418
Date: December 2019
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 27, T 18 N, R 18 E

SHEET NO.
C2.1

181627

STORMWATER REPORT

PALOMINO MAJOR PLAT, PHASE II & III

LCU Inc.

Prepared by

WESTERN PACIFIC ENGINEERING and SURVEY
1328 E. Hunter Place
Moses Lake, Washington 98837
(509) 765-1023

WPES Project Number 18413
October 2019

ENGINEERS SPECIAL INSPECTORS PLANNERS SURVEYORS
WESTERN PACIFIC ENGINEERING & SURVEY
PIONEER WAY PROFESSIONAL CENTER
1328 E. HUNTER PLACE
MOSES LAKE, WASHINGTON 98837
OFFICE: (509) 765-1023
FAX: (509) 765-1298

October 18, 2019

LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, Washington 98922

SUBJECT: Revised Stormwater Report for Phase II and III of the Palomino Major Plat located in Ellensburg, WA
WPES Project No. 18413

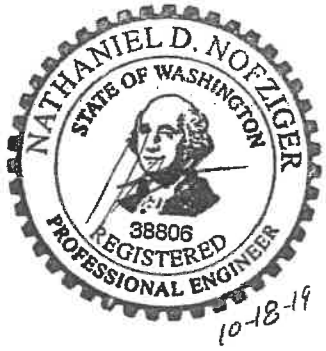
Dear Mr. Deneen:

Please find the attached revised Stormwater Report for Phase II and III of the Palomino Major Plat in Ellensburg, Washington. This revised report incorporates the feedback and current construction conditions as they exist on-site today. As you know, you will be required to follow all Washington Department of Ecology and Kittitas County Stormwater Standards during construction.

Thank you for allowing us to serve your engineering needs. If you have any questions concerning the attached report, please feel free to contact our office.

Sincerely,

Nathaniel D. Nofziger, P.E.
WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place
Moses Lake, Washington 98837
(509) 765-1023



10-18-19

Proposed Development and Existing Site Conditions

The original scope of this project included the development of approximately thirty-five hundred feet of private roadway network to serve thirty-six new single-family residences. Broken out into three phases, each phase would deal with a specific area of the development. This revised report specifically relates to the second and third phases of the overall project. This revision is required due to the reclassification of the roadway from a private road network to a public network and the presence of additional underground utilities.

Current project scope for phases two and three includes the extension of Roan Drive from its current location until it terminates at Reecer Creek Road. The development is located approximately three miles northwest of downtown Ellensburg, Washington. The site can be accessed to the northwest from Bowers Road or from the southeast by Reecer Creek Road. More specifically, the site is located in the Northwest quarter of Section 27, Township 18 North. Range 18 East, W.M., on Kittitas County's Tax Parcel No. 491033

During the preliminary phases of this project, it was determined that the site experienced extremely high-water levels during the summer months. As such, the installation of traditional ditches and swales would be unfeasible. Without the ability to excavate for stormwater collection and infiltration, an elevated roadbed is the most reasonable solution to allow for grading and stormwater management.

In raising the grade of the road, stormwater will be able to run off the roadway and collect in constructed ditches. To accommodate the runoff from the roadway, areas outside the asphalt and compacted gravel shoulder will be left uncompacted to allow maximum infiltration capability. By minimizing compacted areas and allowing plant growth in these infiltration areas, the stormwater runoff will be able to properly infiltrate into the ground.

In the original design, the roadway was intended to be a private road. With this classification, the runoff from the roadway, driveways, and structures placed on each lot would need to have a stormwater collection system. Changing to a county road allows for only the stormwater running off from the roadway itself to be collected and stored. Each property will maintain their runoff on-site.

On October 17th, 2014, Budinger & Associates performed two shallow depth bores to determine soil classification and layer thickness. These bores were located to the west of the existing Bowers Road, approximately 100' and 400' respectively. These locations serve as the primary location for the Phase I development. Results from these tests are included in the appendix. This data indicates that primarily sands and gravels are present on site with a standing water table of five and a half feet or less at the time of boring.

On June 5th, 2018, Western Pacific Engineering and Survey was on site to dig test pits and collect soil samples representative of the native material found on site. The test pits were located in the vicinity of the bridge abutments. The soil conditions, drainage characteristics, and pertinent soil design information was gathered and analyzed for use within this report. The soil analysis, as well as a map showing locations of the test pits, can be found in the appendix.

The proposed development is classified as a low-use site as defined by the 2019 Stormwater Management Manual for Eastern Washington (SWMMEW). Roan Drive is a county road with an average daily traffic (ADT) count of less than 7,500 vehicles, categorizing it as a low-use site according to Table 5.22: Pollutant Loading Classifications for Solids, Metals, and Oil in Stormwater Runoff Directed to UIC Wells.

The natural topography is generally uniform in grade, sloping downward to the southwest. The surface of property is covered in a variety of native grasses. Within the boundaries of Phase III of this project, there is an abandoned irrigation ditch that runs east to west. This irrigation ditch is no longer in use and portions of it will be filled in as necessary. Other important features to note are Currier Creek, the Town Ditch, and their proximity to the site. The Town Ditch borders the eastern portion of the site and Currier Creek is located to the west.

Basin Analysis

After placement of new roadway, the original drainage flow will be disrupted due to the elevated roadbed design. All stormwater that lands within the established Right of Way (ROW) will be collected and stored until it is able to infiltrate. The native soils are somewhat permeable, but will have limited infiltration prior to the soils becoming saturated due to the high-water table. For areas outside the ROW, runoff will be similar to pre-construction conditions.

For this development it is important that the stormwater runoff from the roadway does not directly flow into Currier Creek, due to the potential for contaminants. To protect Currier Creek, construction means and methods shall be consistent with the Stormwater Management Manual for Eastern Washington. For the purpose of this stormwater management document, only the stormwater that lands within the Right of Way will be considered.

General Calculation Procedure

When computing the required infiltration and storage areas for the site, a number of design assumptions were made. These assumptions include: each lot would have its own driveway, approximately twenty feet wide, Roan Drive will be approximately twenty-six feet wide for the 3,250 feet long roadway, approximately twenty linear feet would be subtracted from effective ditch length for each utility cluster, and the infiltration rate is assumed to be zero feet per second to account for the high groundwater table and inability for native soils to infiltrate stormwater.

By quantifying the type of ground cover present on site, a more accurate representation of infiltration and storage is possible. The impervious area, consisting of the roadway and individual driveways, covers approximately 2.2 acres. The pervious cover, consisting of the ditches and shoulders along the roadway, adds an additional 1.3 acres. In accordance with the Kittitas County Code, the rainfall intensity and time of concentration from a 25-year storm were used. A rainfall volume of 1.6 inches, along with Type 1A hydrograph were used to analyze the volume of stormwater expected from the site.

According to the United States Department of Agriculture's (USDA) Soil Survey, the soils in the area have a Hydraulic Soil Group rating of C/D or better. Runoff Curve Number (CN) values can be pulled directly from Table 4.5.2, found in the Stormwater Management Manual for Eastern Washington, published by the Washington State Department of Ecology. For the impervious paved areas, the CN value is 98. For the previous areas, the CN value of 87 for open spaces with less than 50% grassy cover was used. This CN value was chosen as the infiltration areas are designed to be seeded with low-irrigation plants and may not assist in the infiltration of stormwater.

Based on the Budinger & Associates soil exploration data, project soils are classified as poorly graded clean gravels or gravel-sand mix (GP) according to Unified Soils Classification System with a hydraulic permeability of 0.01 feet per minute.

Based on our own research and soil sampling, the soils most closely resemble silty sands or poorly graded sand-silt mix (SM) with a hydraulic permeability of 5×10^{-5} feet per minute within the first foot of depth. For the remainder of the tests, for depths greater than a foot, the soils present have a higher hydraulic conductivity than the initial layer. As such, the lowest value will be used for calculations as it is the limited factor in stormwater infiltration. The data gathered by Western Pacific Engineering & Survey has been included in the appendix.

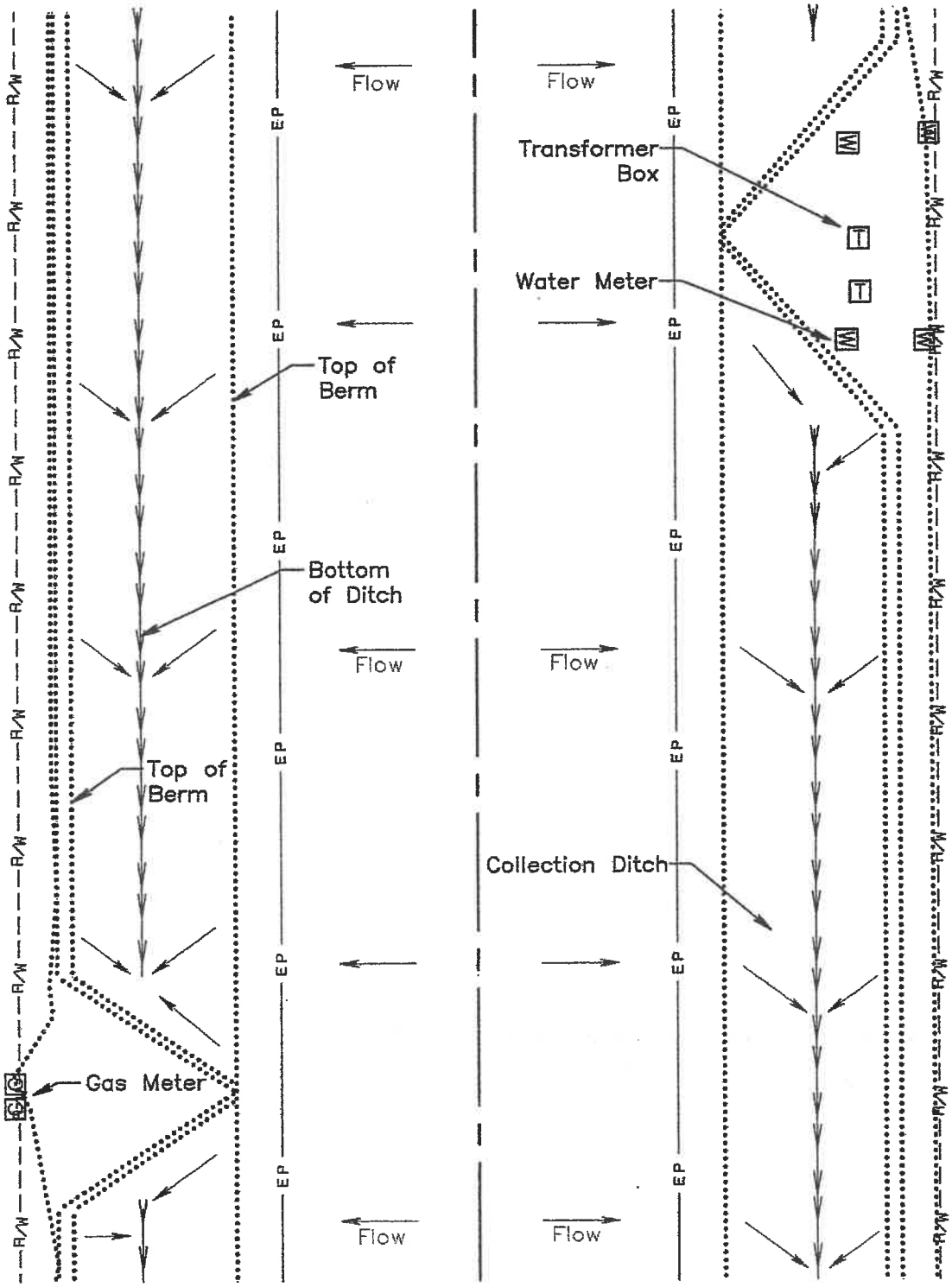
Lastly, by utilizing the United States Department of Agriculture's Web Soil Survey tool, a soil map encompassing the project site and the present soils with their respective engineering and physical properties was obtained. Using the median value for the topsoil infiltration rate returned a value of 0.0018 feet per second. Data sheets utilized to determine the soil type and infiltration rates are included in the appendix. To provide a factor of safety, an assumed infiltration rate of zero feet per second is used to determine the required 100-year storm storage capacity. As such, the required storage for a zero-infiltration scenario is the design standard.

Current earthwork design calls for a one-and-a-half-foot tall berm on the outside of the ditch and a two-foot berm on the inside of the ditch with a trough between them. This depression will contain the stormwater from the roadway. With a design infiltration value of zero feet per second, the required storage is 13,737 ft^3. This amount of water equates to approximately 7.5" and 6.5" of standing water in the left and right ditches, respectively. While the right ditch accepts more runoff, it also has a longer effective length due to the super-elevated roadway, thereby giving it a lower standing depth. With 100-year storm during frozen ground conditions, the stormwater collection system is capable of impounding all runoff without the need for any infiltration. During typical, non-frozen conditions, a storage depth of 2" or less should be expected based on median infiltration rates.

Taking all of the above information into consideration, it was determined that for an SCS Type 1A regional storm, the designed stormwater collection system is more than capable of handling the runoff from Roan Drive.

Appendices and Attachments

- Typical Layout Runoff Map
- Typical Roadway Cross-Section
- Budinger & Associates Soil Bore Data
- WPES Soil Classification
- USDA Soil Classification
- 25-Year Storm Map
- Stormwater Manual Hydrology Tables
- Infiltration Area Calculations
- Basin Runoff Calculations



WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION

1328 East Hunter Place
Moses Lake, WA
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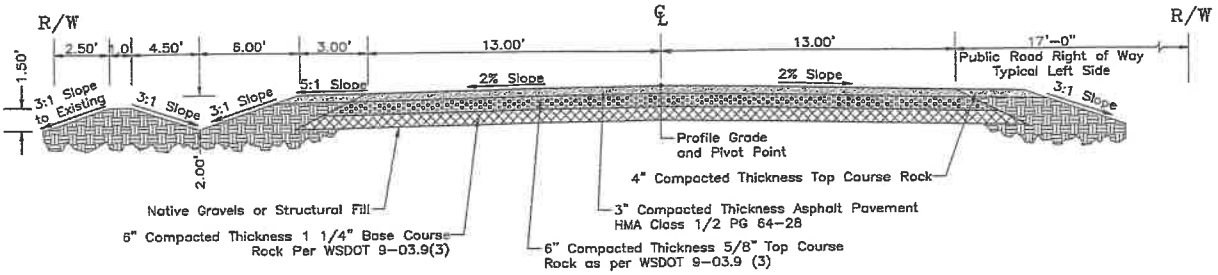
LCU, INC.

Palomino Flats Runoff Map

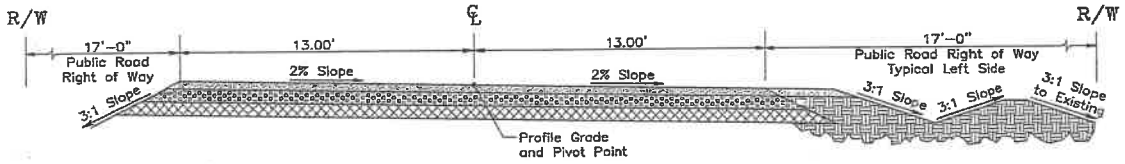
Typical Layout

DRAWN BY: TSL	DATE:	WPE PROJECT #:	Scale: 1" = 10'
CHECKED BY: NDN	October 9, 2019	18413	PLATE NO.: 01

TYPICAL ROADWAY SECTION



SUPER ROADWAY SECTION
Sta. -4+23.40 to Sta. -1+44.69



WESTERN PACIFIC ENGINEERING & SURVEYING
A TERRA DEVELOPMENT SERVICES CORPORATION
1935 Hunter Place
Moses Lake, WA 98837
(509) 765-1023

No.	Revision	Date	By

LCU, INC.
PALOMINO FLATS DRAINAGE
Typical Cross-Section
Kittitas County Washington

Designed by NDN
Drawn by Tml/TSL
Checked by NDN
Project No. 18413
Date: October, 2019
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 27, T 16 N, R 18 E

SHEET NO.
1 of 1

File: N:\18413\Working\Design\18413-Calculations Date: Wed Oct 16, 2019

DCPT LOCATION

TEST PIT LOCATION

N

SCALE: 1"=200'

0 100 200

Budinger & Associates

SITE PLAN	FIGURE 1
PALOMINO FIELDS PLAT ELLENSBURG, WASHINGTON	PROJECT NUMBER S14484
	DATE: 10/2014

TEST PIT 1

Date of Boring: 10-17-14
Driller: client
Type of Drill: Bobcat E42 Mini-excavator
Location: ~ 50 feet west of Reecer Creek Road at Bowers Road
Surface: sparse grass and weeds

Elevation: 100 ft
Logged by: T. Black
Size of hole: 5 ft by 10 ft

DEPTH	SAMPLES: RQD, BLOW COUNTS N (% RECOVERY) (blows/6" (italics))	MOISTURE, COLOR, CONDITION	DESCRIPTION	SOIL LOG
0		moist, dark brown to brown, loose	SAND with Silt and Organics (roots)	
		moist, brown to reddish brown, loose to medium dense	GRAVEL with Sand and Cobbles, occasional Boulders, coarse, rounded	
5		saturated, gray, loose to medium dense	(free groundwater at 5 feet) GRAVEL with Sand, occasional Cobbles and Boulders, coarse, rounded	
			End of Boring @ 5.5 ft	
10				

TEST RESULTS

ATTERBERG LIMITS
PL ——— LL
WATER CONTENT ○
STANDARD PEN TEST, N-VALUE (OBSERVED) ■
3" SPLIT SPOON PENETRATION, BLOWS/FT ■

10 20 30 40 50 60 70 80 90

Budinger & Associates
3820 E. Broadway Ave.
Spokane, WA 99202

TEST PIT LOGS **FIGURE 3-1**

Project: Palomino Road Extension
Location: Ellensburg, WA
Number: S14484

TEST PIT LWWWT S14484 TEST PIT LOGS.GPJ BUDINGER.GDT 10/23/14

TEST PIT 2

Date of Boring: 10-17-14
Driller: client
Type of Drill: Bobcat E42 Mini-excavator
Location: ~ 400 feet west of Reecer Creek Road at Bowers Road
Surface: sparse grass and weeds

Elevation: 95 ft
Logged by: T. Black
Size of hole: 5 ft by 10 ft

DEPTH	SAMPLES RQD, BLOW COUNTS N (% RECOVERY) (blows/6" (italics))	MOISTURE, COLOR, CONDITION	DESCRIPTION	SOIL LOG
0		moist, dark brown to brown, loose	SAND with Silt and Organics (roots)	
		moist, brown to reddish brown, loose to medium dense	GRAVEL with Sand and Cobbles, occasional Boulders, coarse, rounded	
			(free groundwater at 4 feet)	
5		saturated, gray, loose to medium dense	GRAVEL with Sand, occasional Cobbles and Boulders, coarse, rounded	
			End of Boring @ 5 ft	
10				

TEST RESULTS

ATTERBERG LIMITS
PL ⊢——⊣ LL
WATER CONTENT ○
STANDARD PEN TEST, N-VALUE (OBSERVED) ◪
3" SPLIT SPOON PENETRATION, BLOWS/FT ■

10 20 30 40 50 60 70 80 90

TEST PIT LWWMT S14484 TEST PIT LOGS.GPJ BUDINGER.GDT 10/23/14

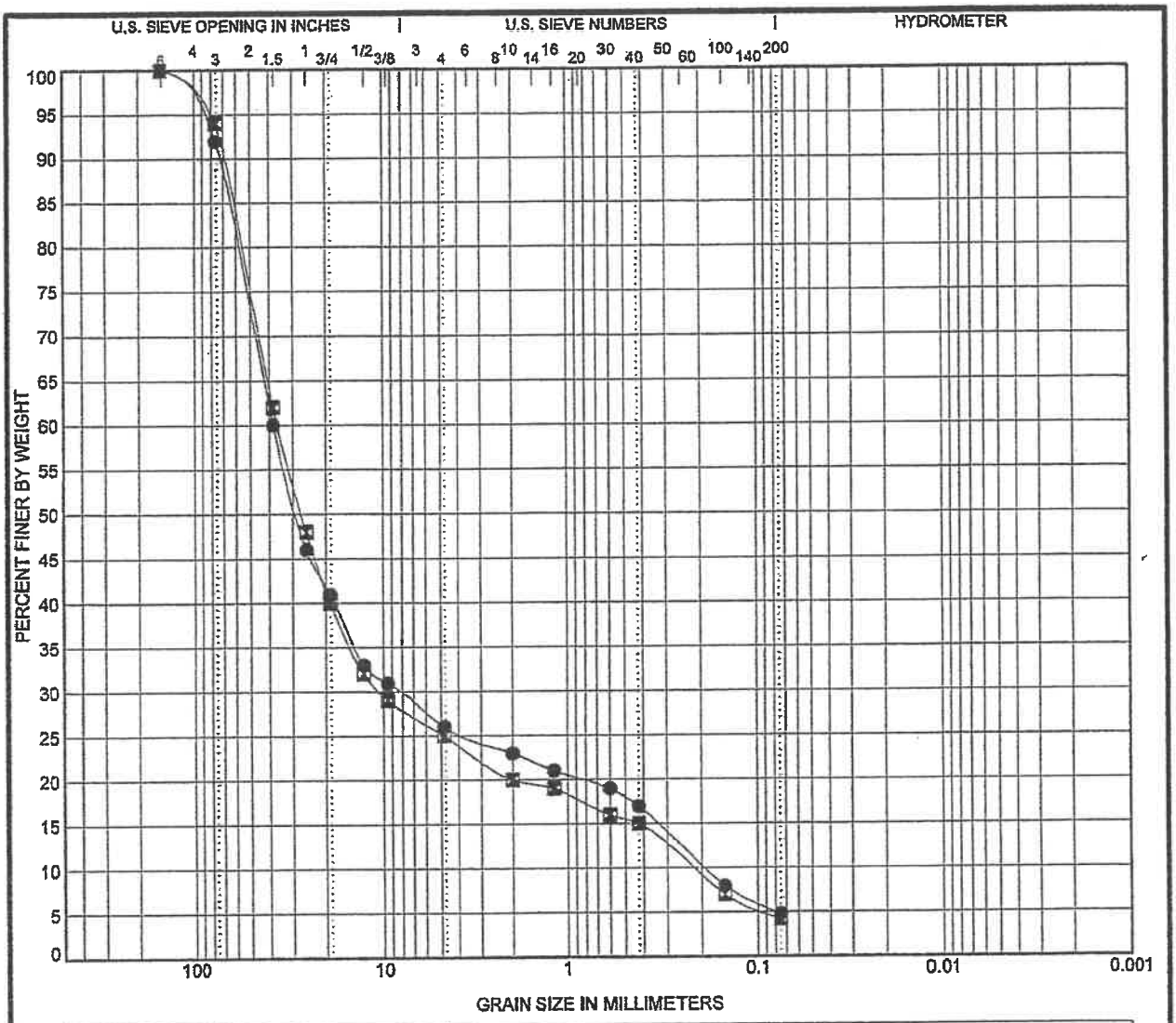
Budinger & Associates
3820 E. Broadway Ave.
Spokane, WA 99202

TEST PIT LOGS **FIGURE 3-2**

Project: Palomino Road Extension
Location: Ellensburg, WA
Number: S14484

SOIL MECHANICS
LABORATORY SUMMARY

		Units	Test Methods		
LABORATORY NUMBER				[illegible]	[illegible]
TEST PIT NUMBER				1	2
DEPTH	TOP	feet		1.0	1
	BOTTOM	feet		3.0	3
SAMPLE TYPE				Bulk	Bulk
MOISTURE		%	ASTM D2216	6.5	6.0
LIQUID LIMIT		%		27	28
PLASTIC LIMIT		%	ASTM D 4318	24	18
PLASTICITY INDEX		%		3	10
UNIFIED CLASSIFICATION			ASTM D 2487	GP	GP
	6"		ASTM D 422	100	100
	3"			92	94
S	1½"	%		60	62
I	1"			46	48
E	3/4" GRAVEL	P		41	40
V	1/2"	A		33	32
E	3/8"	S		31	29
	#4	S		26	25
S	#10	I		23	20
I	#16	N		21	19
Z	#30 SAND	G		19	16
E	#40			17	15
	#100			8	7
	#200			4.8	4.2



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	1	1.0					9.56	200.99
■	2	1.0	POORLY GRADED GRAVEL with SAND(GP)				13.77	161.84

	Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	1	1.0	152.4	38	8.288	0.189	65.3	21.2	4.8	
■	2	1.0	152.4	35.875	10.465	0.222	68.3	20.7	4.2	

Budinger & Associates
1101 North Fancher Road
Spokane Valley, WA 99212

GRAIN SIZE DISTRIBUTION RESULTS

Project: Palomino Road Extension

Location: Ellensburg, WA

Number: S14484

FIGURE 6

US GRAIN SIZE S14484 TEST PIT LOGS.GPJ BUDINGER.GDT 10/23/14

WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED
4142.01

SIEVE ANALYSIS REPORT

Report To: LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, WA 98922

Date Sampled: 06/05/18
Date Received: 06/05/18
Date Tested: 06/07/18
Sampled By: WPE
Sample Method: Test Pit

Project #: 18413
Sample #: 74
Source: On Site
Description: T.P. #1 @ 6 ft

Specifications: No Specs
Sample Meets Specs ? n/a

ASTM D-2487 Unified Soils Classification System
GP, Poorly graded Gravel

Procedure: ASTM C136

$D_{(10)}$= 0.623 mm
$D_{(30)}$= 20.135 mm
$D_{(60)}$= 43.489 mm

% Gravel = 83.5%
% Sand = 14.4%
% Silt & Clay = 2.1%

Coeff. of Curvature, C_C = 14.97
Coeff. of Uniformity, C_U = 69.81
Fineness Modulus= 7.41

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
6.00"	150.00		100%		
4.00"	100.00		100%		
3.00"	75.00		100%		
2.50"	63.00	83%	83%		
2.00"	50.00	74%	74%		
1.75"	45.00		63%		
1.50"	37.50	48%	48%		
1.25"	31.50	41%	41%		
1.00"	25.00	34%	34%		
7/8"	22.40		32%		
3/4"	19.00	29%	29%		
5/8"	16.00		26%		
1/2"	12.50	22%	22%		
3/8"	9.50	20%	20%		
1/4"	6.30	17%	17%		
#4	4.75	16%	16%		
#8	2.360		15%		
#10	2.000	14%	14%		
#16	1.180		12%		
#20	0.850	12%	12%		
#30	0.600		10%		
#40	0.425	8%	8%		
#50	0.300		6%		
#60	0.250		5%		
#80	0.180	4%	4%		
#100	0.150		4%		
#140	0.106		3%		
#170	0.090		2%		
#200	0.075	2.1%	2.1%		

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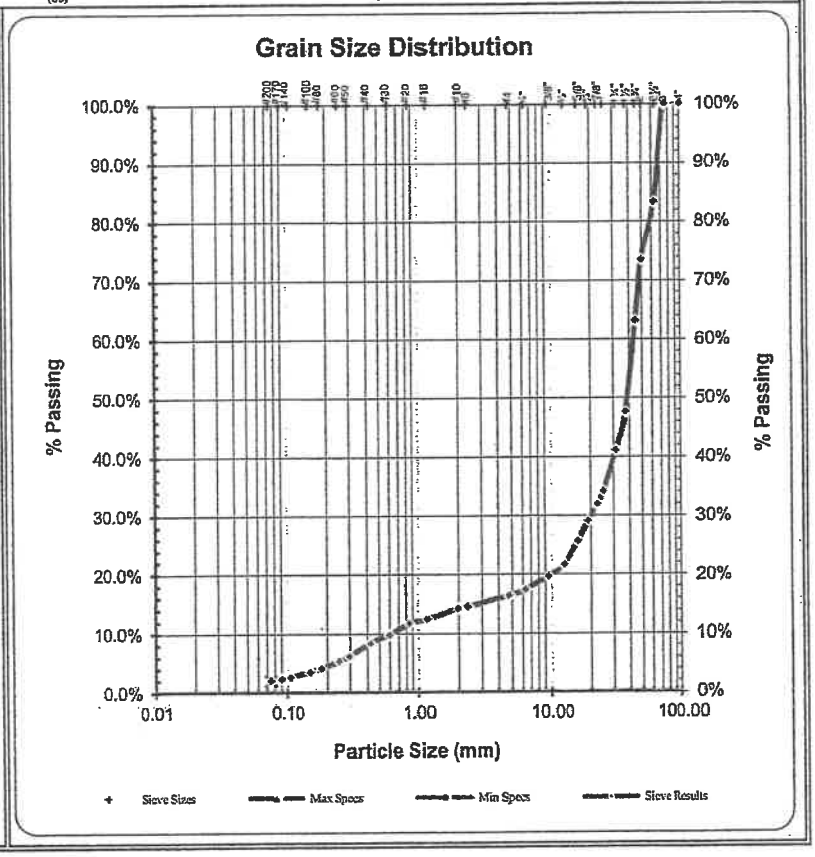

Technician: Jack Demont
Engineer: Nathan Nofziger, P.E.

These test results relate only to the items tested, and were obtained in-lab unless otherwise specified.
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WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED #4142.01

SIEVE ANALYSIS REPORT

Report To: LCU, Inc
Attn: Pat Deneen
P.O. Box 394
Cle Elum, WA 98922

Date Sampled: 06/05/18
Date Received: 06/05/18
Date Tested: 06/08/18
Sampled By: WPE
Sample Method: Test Pit

Project #: 18413
Sample #: 75
Source: On Site
Description: T.P. #1 @ 4 ft

Specifications: No Specs
Sample Meets Specs ? n/a

ASTM D-2487 Unified Soils Classification System
GP-GM, Poorly graded Gravel with Silt and Sand

Procedure: ASTM C136

$D_{(10)}$= 0.223 mm | % Gravel = 71.1% | Coeff. of Curvature, C_C = 4.93
$D_{(30)}$= 5.501 mm | % Sand = 23.9% | Coeff. of Uniformity, C_U = 123.76
$D_{(60)}$= 27.549 mm | % Silt & Clay = 5.1% | Fineness Modulus= 6.31

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
6.00"	150.00		100%		
4.00"	100.00		100%		
3.00"	75.00		100%		
2.50"	63.00	100%	100%		
2.00"	50.00	97%	97%		
1.75"	45.00		89%		
1.50"	37.50	77%	77%		
1.25"	31.50	67%	67%		
1.00"	25.00	56%	56%		
7/8"	22.40		52%		
3/4"	19.00	46%	46%		
5/8"	16.00		43%		
1/2"	12.50	39%	39%		
3/8"	9.50	35%	35%		
1/4"	6.30	31%	31%		
#4	4.75	29%	29%		
#8	2.360		25%		
#10	2.000	24%	24%		
#16	1.180		21%		
#20	0.850	19%	19%		
#30	0.600		17%		
#40	0.425	15%	15%		
#50	0.300		12%		
#60	0.250		11%		
#80	0.180	9%	9%		
#100	0.150	8%	8%		
#140	0.106		6%		
#170	0.090		6%		
#200	0.075	5.1%	5.1%		

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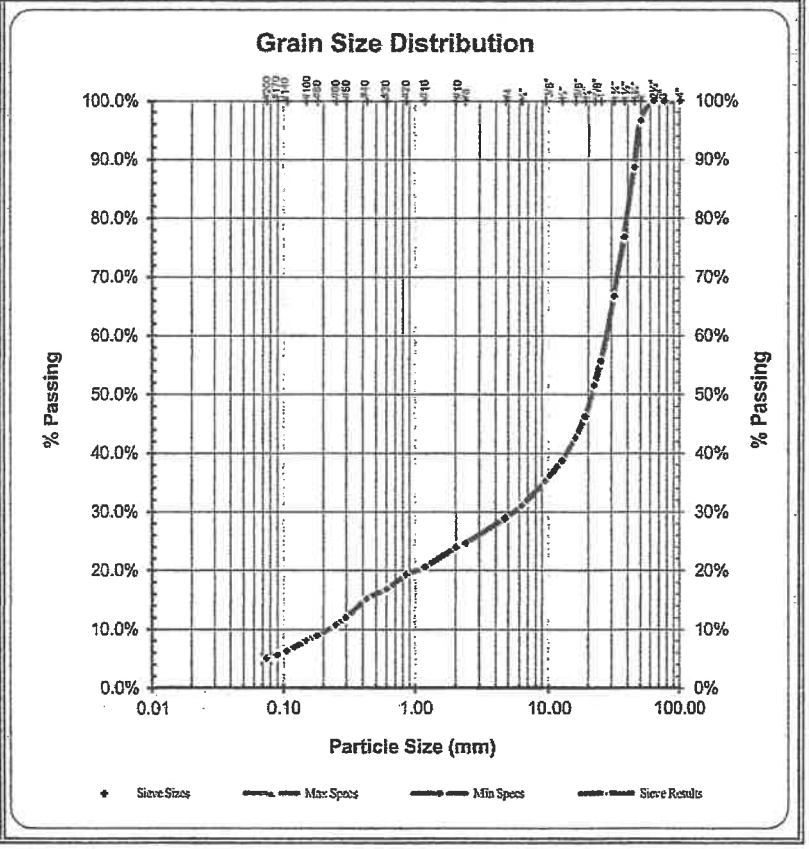

Technician: Jack Demont
Engineer: Nathan Nofziger, P.E.

These test results relate only to the items tested, and were obtained in-lab unless otherwise specified.
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1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

ACCREDITED
41412.01

SIEVE ANALYSIS REPORT

Report To: LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, Washington 98922

Date Sampled: 06/05/18
Date Received: 06/05/18
Date Tested: 06/08/18
Sampled By: WPE
Sample Method: Manual Native

Project #: 18413
Sample #: 76
Source: On-Site
Description: T.P.# 1 @ 12"

Specifications: No Specs
Sample Meets Specs ? n/a

ASTM D-2487 Unified Soils Classification System
SM, Silty Sand

Procedure: ASTM C117 Method B

$D_{(10)}$= 0.023 mm
$D_{(30)}$= 0.069 mm
$D_{(60)}$= 0.189 mm

% Gravel = 1.4%
% Sand = 66.1%
% Silt & Clay = 32.5%

Coeff. of Curvature, C_C = 1.10
Coeff. of Uniformity, C_U = 8.20
Fineness Modulus= 1.01

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
6.00"	150.00		100%		
4.00"	100.00		100%		
3.00"	75.00		100%		
2.50"	63.00		100%		
2.00"	50.00		100%		
1.75"	45.00		100%		
1.50"	37.50		100%		
1.25"	31.50		100%		
1.00"	25.00		100%		
7/8"	22.40		100%		
3/4"	19.00		100%		
5/8"	16.00	100%	100%		
1/2"	12.50	100%	100%		
3/8"	9.50	99%	99%		
1/4"	6.30	99%	99%		
#4	4.75	99%	99%		
#8	2.360		98%		
#10	2.000	98%	98%		
#16	1.180		94%		
#20	0.850	93%	93%		
#30	0.600		87%		
#40	0.425	83%	83%		
#50	0.300		71%		
#60	0.250		66%		
#80	0.180	59%	59%		
#100	0.150		52%		
#140	0.106		40%		
#170	0.090		36%		
#200	0.075	32.5%	32.5%		

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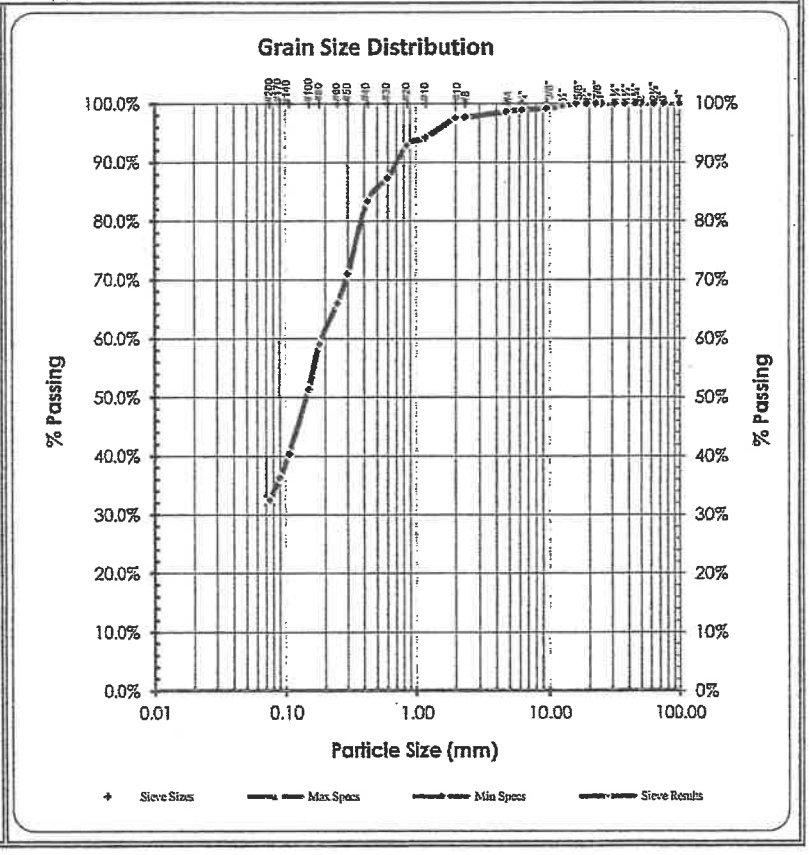

Technician: Jack Demont
Engineer: Nathan Nofziger, P.E.

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WESTERN PACIFIC ENGINEERING & SURVEY
1328 E. Hunter Place, Moses Lake, Washington
T: (509)765-1023 F: (509)765-1298

A2LA ACCREDITED # 4142.01

SIEVE ANALYSIS REPORT

Report To: LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, WA 98922

Date Sampled: 06/05/18
Date Received: 06/05/18
Date Tested: 06/06/18
Sampled By: WPE
Sample Method: Test Pit

Project #: 18413
Sample #: 77
Source: On Site
Description: T.P. #2 @ 6"

Specifications: No Specs
Sample Meets Specs ? n/a

ASTM D-2487 Unified Soils Classification System
SM, Silty Sand

Procedure: ASTM C136

$D_{(10)}$= 0.034 mm
$D_{(30)}$= 0.107 mm
$D_{(60)}$= 0.252 mm

% Gravel = 0.2%
% Sand = 77.5%
% Silt & Clay = 22.3%

Coeff. of Curvature, C_C = 1.34
Coeff. of Uniformity, C_U = 7.49
Fineness Modulus= 1.03

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
6.00"	150.00		100%		
4.00"	100.00		100%		
3.00"	75.00		100%		
2.50"	63.00		100%		
2.00"	50.00		100%		
1.75"	45.00		100%		
1.50"	37.50		100%		
1.25"	31.50		100%		
1.00"	25.00		100%		
7/8"	22.40		100%		
3/4"	19.00		100%		
5/8"	16.00		100%		
1/2"	12.50		100%		
3/8"	9.50		100%		
1/4"	6.30	100%	100%		
#4	4.75	100%	100%		
#8	2.360		99%		
#10	2.000	99%	99%		
#16	1.180		97%		
#20	0.850	96%	96%		
#30	0.600		92%		
#40	0.425	89%	89%		
#50	0.300		68%		
#60	0.250		60%		
#80	0.180	48%	48%		
#100	0.150		41%		
#140	0.106		30%		
#170	0.090		26%		
#200	0.075	22.3%	22.3%		

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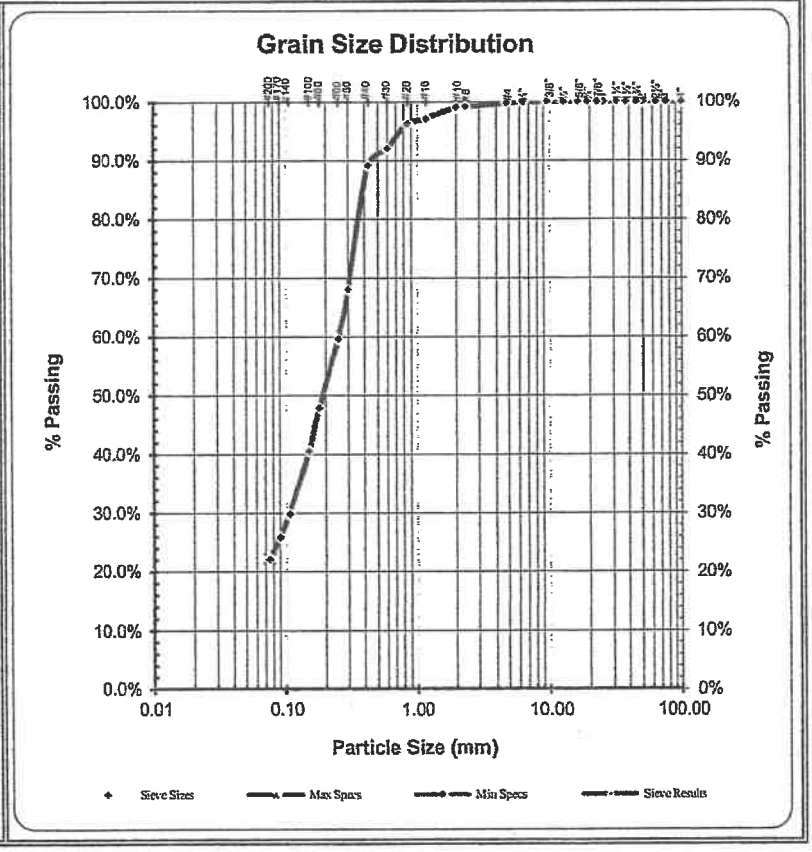

Technician: Jack Demont
Engineer: Nathan Nofziger, P.E.

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ACCREDITED #4142.01

SIEVE ANALYSIS REPORT

Report To: LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, WA 98922

Date Sampled: 06/05/18
Date Received: 06/05/18
Date Tested: 06/08/18
Sampled By: WPE
Sample Method: Test Pit

Project #: 18413
Sample #: 78
Source: On Site
Description: T.P. #2 @ 3 ft

Specifications: No Specs
Sample Meets Specs ? n/a

ASTM D-2487 Unified Soils Classification System
GM, Silty Gravel with Sand

Procedure: ASTM C117 Method B

$D_{(10)}$= 0.037 mm
$D_{(30)}$= 0.243 mm
$D_{(60)}$= 23.057 mm

% Gravel = 53.5%
% Sand = 26.5%
% Silt & Clay = 20.0%

Coeff. of Curvature, C_C = 0.07
Coeff. of Uniformity, C_U = 616.12
Fineness Modulus= 4.89

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
6.00"	150.00		100%		
4.00"	100.00		100%		
3.00"	75.00	100%	100%		
2.50"	63.00	95%	95%		
2.00"	50.00	90%	90%		
1.75"	45.00		85%		
1.50"	37.50	78%	78%		
1.25"	31.50	69%	69%		
1.00"	25.00	61%	61%		
7/8"	22.40		60%		
3/4"	19.00	57%	57%		
5/8"	16.00		55%		
1/2"	12.50	52%	52%		
3/8"	9.50	50%	50%		
1/4"	6.30	48%	48%		
#4	4.75	47%	47%		
#8	2.360		44%		
#10	2.000	43%	43%		
#16	1.180		41%		
#20	0.850	40%	40%		
#30	0.600		37%		
#40	0.425	36%	36%		
#50	0.300		32%		
#60	0.250		30%		
#80	0.180	28%	28%		
#100	0.150	26%	26%		
#140	0.106		23%		
#170	0.090		21%		
#200	0.075	20.0%	20.0%		

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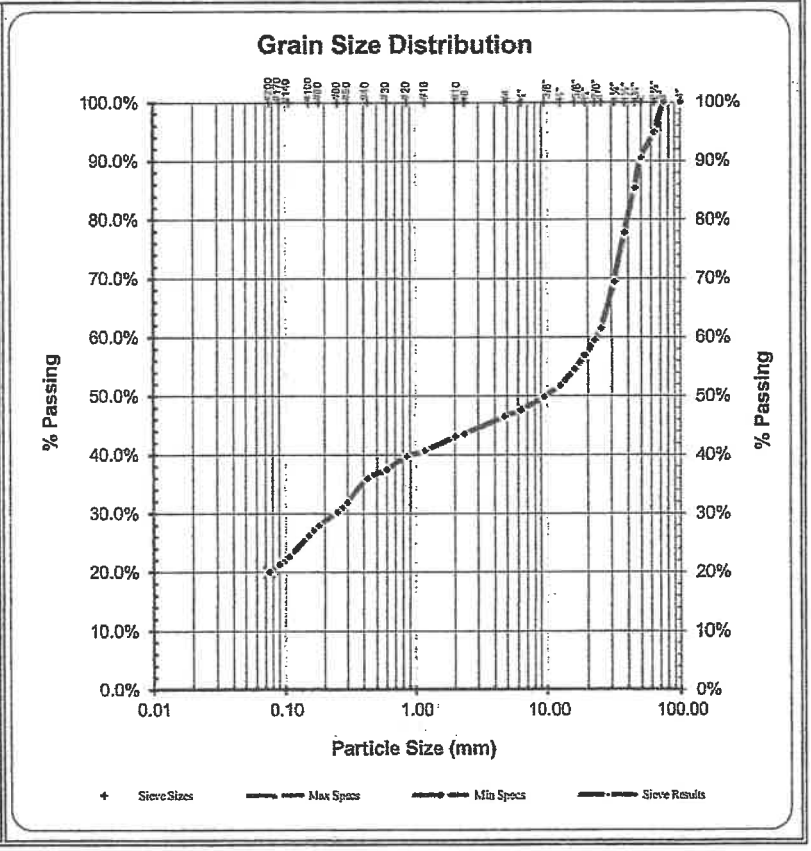

Technician: Jack Demont
Engineer: Nathan Nofziger, P.E.

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Report To: LCU, Inc.
Attn: Pat Deneen
P.O. Box 394
Cle Elum, WA 98922

Date Sampled: 06/05/18
Date Received: 06/05/18
Date Tested: 06/08/18
Sampled By: WPE
Sample Method: Tset Pit

Project #: 18413
Sample #: 79
Source: On Site
Description: T.P. #2 @ 7 ft

Specifications: No Specs
Sample Meets Specs ? n/a

ASTM D-2487 Unified Soils Classification System
GW, Well-graded Gravel with Sand

Procedure: ASTM C136

$D_{(10)}$= 0.333	mm	% Gravel = 70.1%	Coeff. of Curvature, C_C = 2.59
$D_{(30)}$= 4.819	mm	% Sand = 28.0%	Coeff. of Uniformity, C_U = 81.19
$D_{(60)}$= 26.996	mm	% Silt & Clay = 1.9%	Fineness Modulus= 6.36

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
6.00"	150.00		100%		
4.00"	100.00		100%		
3.00"	75.00		100%		
2.50"	63.00		100%		
2.00"	50.00	90%	90%		
1.75"	45.00		83%		
1.50"	37.50	73%	73%		
1.25"	31.50	65%	65%		
1.00"	25.00	58%	58%		
7/8"	22.40		55%		
3/4"	19.00	50%	50%		
5/8"	16.00		46%		
1/2"	12.50	41%	41%		
3/8"	9.50	36%	36%		
1/4"	6.30	32%	32%		
#4	4.75	30%	30%		
#8	2.360		25%		
#10	2.000	24%	24%		
#16	1.180		21%		
#20	0.850	20%	20%		
#30	0.600		16%		
#40	0.425	13%	13%		
#50	0.300		9%		
#60	0.250		7%		
#80	0.180	5%	5%		
#100	0.150		4%		
#140	0.106		3%		
#170	0.090		2%		
#200	0.075	1.9%	1.9%		

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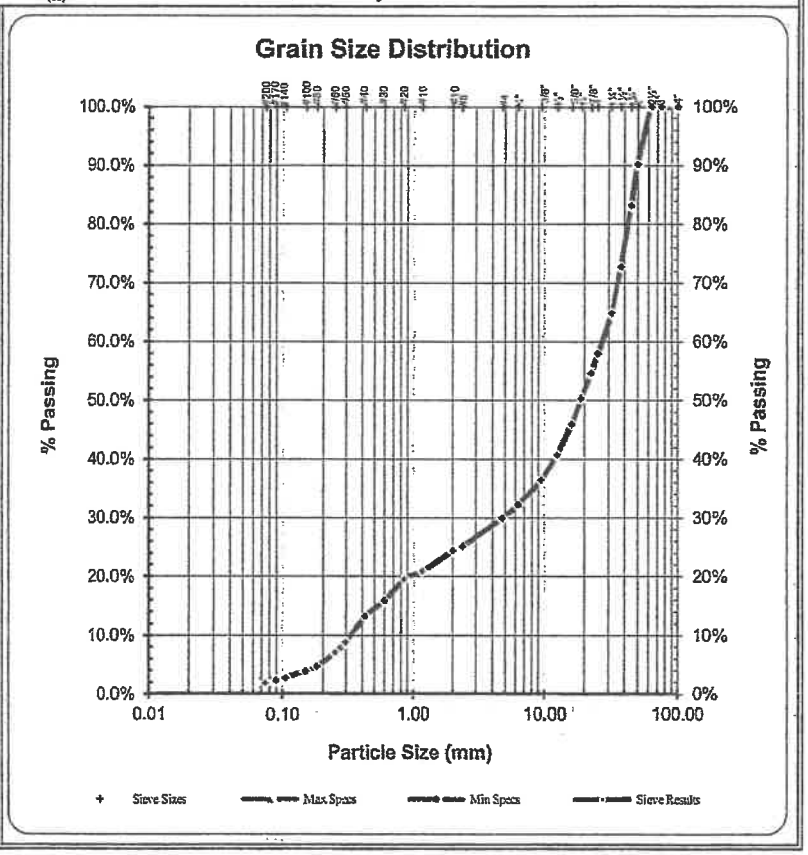

Technician: Jack Demont
Engineer: Nathan Nofziger, P.E.

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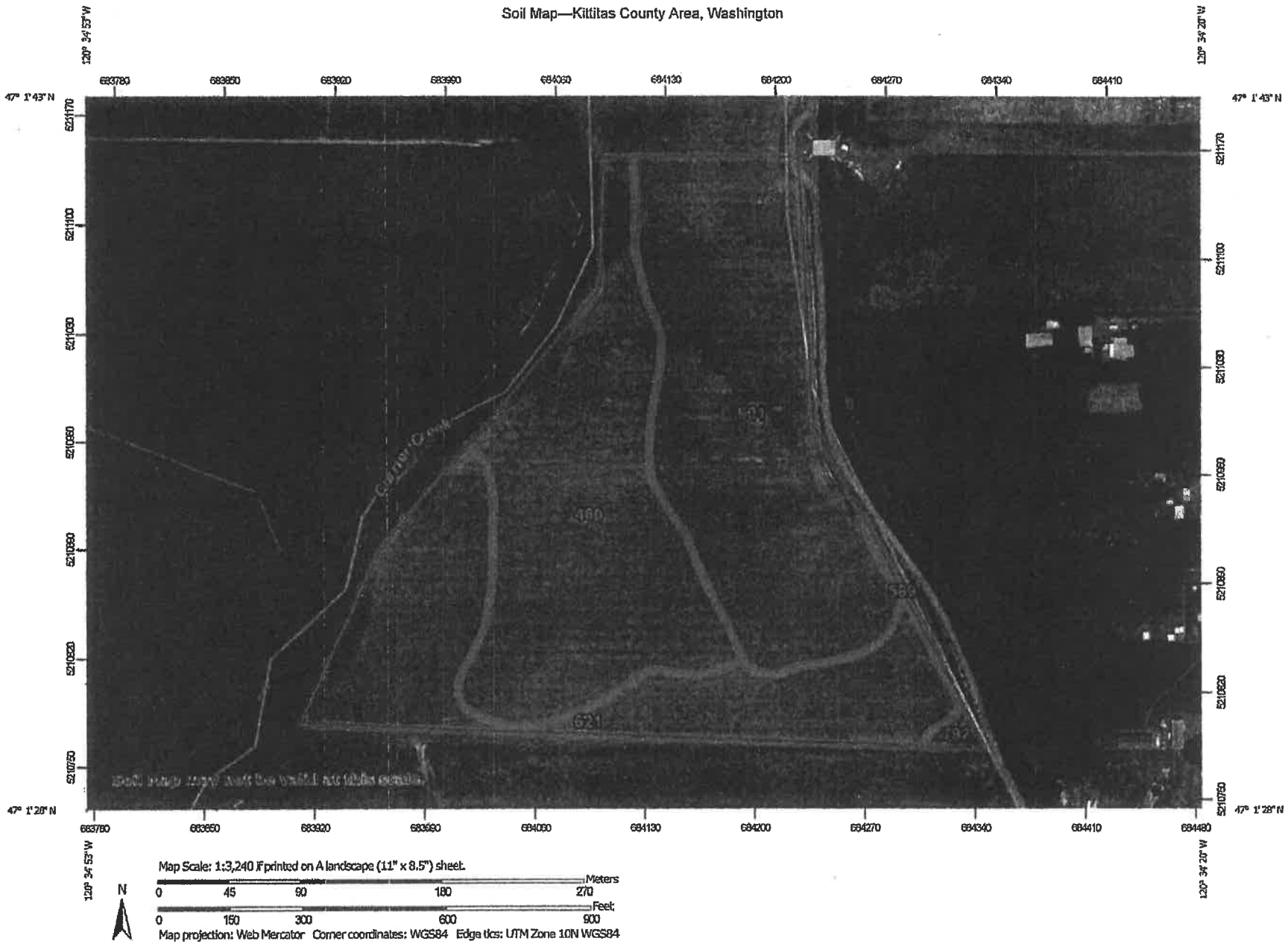
Soil Map—Kittitas County Area, Washington



Map Scale: 1:3,240 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 45 90 180 270

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kittitas County Area, Washington
Survey Area Data: Version 10, Sep 7, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 3, 2014—Sep 21, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
480	Nanum ashy loam, 0 to 2 percent slopes	7.9	34.5%
589	Nack-Brickmill complex, 0 to 5 percent slopes	0.1	0.2%
601	Brickmill gravelly ashy loam, 0 to 2 percent slopes	8.7	37.8%
621	Mitta ashy silt loam, flooded, 0 to 2 percent slopes	6.1	26.8%
792	Brickmill gravelly ashy loam, 0 to 5 percent slopes	0.2	0.7%
Totals for Area of Interest		22.9	100.0%

Physical Soil Properties

This table shows estimates of some physical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

Depth to the upper and lower boundaries of each layer is indicated.

Particle size is the effective diameter of a soil particle as measured by sedimentation, sieving, or micrometric methods. Particle sizes are expressed as classes with specific effective diameter class limits. The broad classes are sand, silt, and clay, ranging from the larger to the smaller.

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In this table, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In this table, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this table, the estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

Moist bulk density is the weight of soil (ovendry) per unit volume. Volume is measured when the soil is at field moisture capacity, that is, the moisture content at 1/3- or 1/10-bar (33kPa or 10kPa) moisture tension. Weight is determined after the soil is dried at 105 degrees C. In the table, the estimated moist bulk density of each soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute linear extensibility, shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. Depending on soil texture, a bulk density of more than 1.4 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates in the table are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity (Ksat) is considered in the design of soil drainage systems and septic tank absorption fields.

Available water capacity refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

Linear extensibility refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change between the water content of the clod at 1/3- or 1/10-bar tension (33kPa or 10kPa tension) and oven dryness. The volume change is reported in the table as percent change for the whole soil. The amount and type of clay minerals in the soil influence volume change.

Linear extensibility is used to determine the shrink-swell potential of soils. The shrink-swell potential is low if the soil has a linear extensibility of less than 3 percent; moderate if 3 to 6 percent; high if 6 to 9 percent; and very high if more than 9 percent. If the linear extensibility is more than 3, shrinking and swelling can cause damage to buildings, roads, and other structures and to plant roots. Special design commonly is needed.

Organic matter is the plant and animal residue in the soil at various stages of decomposition. In this table, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained by returning crop residue to the soil.

Organic matter has a positive effect on available water capacity, water infiltration, soil organism activity, and tilth. It is a source of nitrogen and other nutrients for crops and soil organisms.

Erosion factors are shown in the table as the K factor (Kw and Kf) and the T factor. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and Ksat. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

Erosion factor Kw indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Erosion factor Kf indicates the erodibility of the fine-earth fraction, or the material less than 2 millimeters in size.

Erosion factor T is an estimate of the maximum average annual rate of soil erosion by wind and/or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

Wind erodibility groups are made up of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible. The groups are described in the "National Soil Survey Handbook."

Wind erodibility index is a numerical value indicating the susceptibility of soil to wind erosion, or the tons per acre per year that can be expected to be lost to wind erosion. There is a close correlation between wind erosion and the texture of the surface layer, the size and durability of surface clods, rock fragments, organic matter, and a calcareous reaction. Soil moisture and frozen soil layers also influence wind erosion.

Reference:
United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. (http://soils.usda.gov)

Report—Physical Soil Properties

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties–Kittitas County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	*Pct*	*Pct*	*Pct*	*g/cc*	*micro m/sec*	*In/In*	*Pct*	*Pct*					
480—Nanum ashy loam, 0 to 2 percent slopes														
Nanum	0-8	-39-	-37-	22-25-27	1.15-1.28 -1.40	4.00-9.00-14.00	0.17-0.19-0.20	0.0-1.5-2.9	2.0-3.5-5.0	.24	.24	3	5	56
	8-15	-38-	-36-	25-26-33	1.15-1.28 -1.40	1.40-3.00-4.00	0.17-0.19-0.20	3.0-4.5-5.9	2.0-3.5-5.0	.28	.28			
	15-28	-35-	-34-	27-31-35	1.15-1.28 -1.40	1.40-3.00-4.00	0.15-0.18-0.20	3.0-4.5-5.9	1.0-1.5-2.0	.28	.28			
	28-35	-35-	-34-	27-31-35	1.25-1.33 -1.40	1.40-3.00-4.00	0.08-0.10-0.11	3.0-4.5-5.9	1.0-1.5-2.0	.10	.28			
	35-60	-55-	-14-	27-31-35	1.25-1.33 -1.40	1.40-3.00-4.00	0.07-0.09-0.10	3.0-4.5-5.9	0.0-1.0-2.0	.02	.20			

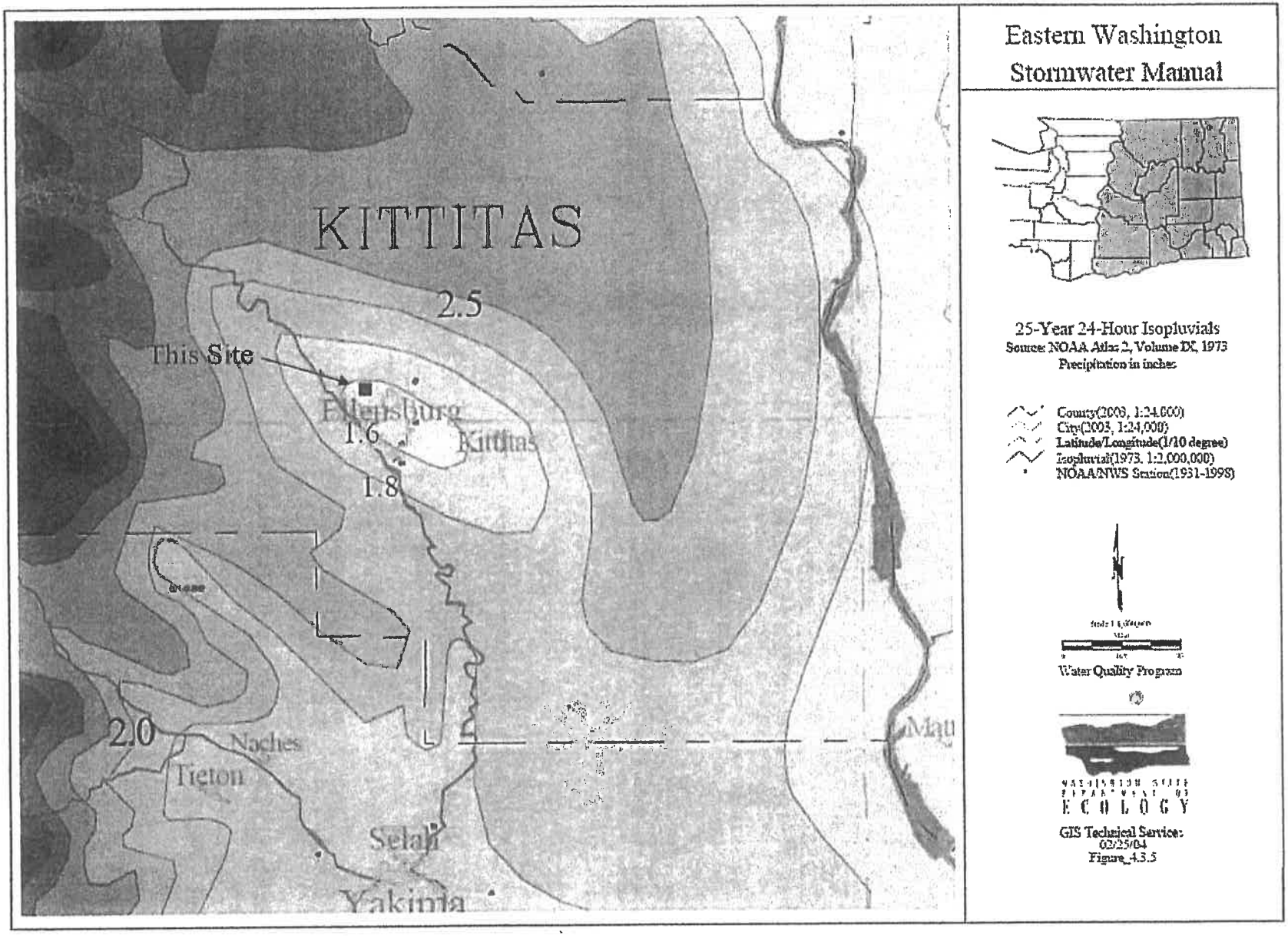
Physical Soil Properties–Kittitas County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	*Pct*	*Pct*	*Pct*	*g/cc*	*micro m/sec*	*In/In*	*Pct*	*Pct*					
589—Nack-Brickmill complex, 0 to 5 percent slopes														
Nack	0-6	-41-	-37-	18-22-25	1.15-1.28 -1.40	4.00-9.00-14.00	0.11-0.13-0.15	0.0-1.5-2.9	2.0-3.0-4.0	.15	.24	2	6	48
	6-15	-35-	-38-	25-28-30	1.15-1.28 -1.40	1.40-3.00-4.00	0.11-0.14-0.16	3.0-4.5-5.9	1.0-2.0-3.0	.32	.32			
	15-60	-53-	-12-	25-35-40	1.30-1.40 -1.50	1.40-3.00-4.00	0.04-0.06-0.08	3.0-4.5-5.9	1.0-1.5-2.0	.02	.17			
Brickmill	0-12	-43-	-40-	15-18-20	1.15-1.28 -1.40	4.00-9.00-14.00	0.07-0.09-0.11	0.0-1.5-2.9	1.0-2.0-3.0	.15	.28	3	5	56
	12-28	-67-	-15-	15-18-20	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.11	0.0-1.5-2.9	0.5-1.3-2.0	.05	.20			
	28-38	-66-	-15-	15-19-25	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.10	0.0-1.5-2.9	0.5-0.8-1.0	.02	.20			
	38-49	-67-	-20-	12-14-15	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.10	0.0-1.5-2.9	0.5-0.8-1.0	.05	.24			
	49-60	-84-	-11-	0-5-10	1.40-1.48 -1.55	42.00-92.00-141.00	0.03-0.04-0.04	0.0-1.5-2.9	0.0-0.3-0.5	.02	.15			

Physical Soil Properties–Kittitas County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	*Pct*	*Pct*	*Pct*	*g/cc*	*micro m/sec*	*In/In*	*Pct*	*Pct*					
601—Brickmill gravelly ashy loam, 0 to 2 percent slopes														
Brickmill	0-12	-43-	-40-	15-18-20	1.15-1.28 -1.40	4.00-9.00-14.00	0.07-0.09-0.11	0.0-1.5-2.9	1.0-2.0-3.0	.15	.28	3	5	56
	12-28	-67-	-15-	15-18-20	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.11	0.0-1.5-2.9	0.5-1.3-2.0	.05	.20			
	28-38	-66-	-15-	15-19-25	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.10	0.0-1.5-2.9	0.5-0.8-1.0	.02	.20			
	38-49	-67-	-20-	12-14-15	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.10	0.0-1.5-2.9	0.5-0.8-1.0	.05	.24			
	49-60	-84-	-11-	0-5-10	1.40-1.48 -1.55	42.00-92.00-141.00	0.03-0.04-0.04	0.0-1.5-2.9	0.0-0.3-0.5	.02	.15			
621—Mitta ashy silt loam, flooded, 0 to 2 percent slopes														
Mitta, flooded	0-6	-7-	-70-	19-23-25	1.00-1.15 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	3.0-4.0-5.0	.32	.32	5	5	56
	6-15	-7-	-70-	19-23-25	1.00-1.15 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	2.0-3.5-5.0	.37	.37			
	15-34	-7-	-70-	19-23-25	1.00-1.15 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	1.0-1.5-2.0	.49	.49			
	34-49	-9-	-64-	25-28-30	1.15-1.28 -1.40	1.40-3.00-4.00	0.17-0.19-0.21	3.0-4.5-5.9	0.5-1.3-2.0	.43	.43			
	49-60	-9-	-64-	25-28-30	1.25-1.33 -1.40	1.40-3.00-4.00	0.17-0.19-0.21	3.0-4.5-5.9	0.0-0.3-0.5	.49	.49			

Physical Soil Properties–Kittitas County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	*Pct*	*Pct*	*Pct*	*g/cc*	*micro m/sec*	*In/In*	*Pct*	*Pct*					
792—Brickmill gravelly ashy loam, 0 to 5 percent slopes														
Brickmill	0-12	-43-	-40-	15-18-20	1.15-1.28 -1.40	4.00-9.00-14.00	0.07-0.09-0.11	0.0-1.5-2.9	1.0-2.0-3.0	.15	.28	3	5	56
	12-28	-67-	-15-	15-18-20	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.11	0.0-1.5-2.9	0.5-1.3-2.0	.05	.20			
	28-38	-66-	-15-	15-19-25	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.10	0.0-1.5-2.9	0.5-0.8-1.0	.02	.20			
	38-49	-67-	-20-	12-14-15	1.30-1.40 -1.50	4.00-9.00-14.00	0.05-0.08-0.10	0.0-1.5-2.9	0.5-0.8-1.0	.05	.24			
	49-60	-84-	-11-	0-5-10	1.40-1.48 -1.55	42.00-92.00-141.00	0.03-0.04-0.04	0.0-1.5-2.9	0.0-0.3-0.5	.02	.15			

Data Source Information

Soil Survey Area: Kittitas County Area, Washington
Survey Area Data: Version 10, Sep 7, 2017


KITTITAS
2.5
This Site
Ellensburg
1.6
Kittitas
1.8
2.0
Naches
Tieton
Selah
Yakima
Eastern Washington
Stormwater Manual
25-Year 24-Hour Isopluvials
Source: NOAA Atlas 2, Volume IX, 1973
Precipitation in inches
County(2003, 1:24,000)
City(2003, 1:24,000)
Latitude/Longitude(1/10 degree)
Isopluvial(1973, 1:2,000,000)
NOAA/NWS Station(1931-1998)
Water Quality Program
ECOLOGY
GIS Technical Service:
02/25/04
Figure_4.3.5

High ground water or shallow bedrock can cause a significant increase in runoff. If either of these conditions exists, it needs to be addressed by the designer. For a more complete discussion of computing weighted CN values, see *Urban Hydrology for Small Watersheds* (USDA, 1986).

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Open space (lawns, parks, golf courses, cemeteries, landscaping, etc.)[a]				
Poor condition (grass cover <50% of the area)	68	79	86	89
Fair condition (grass cover on 50% to 75% of the area)	49	69	79	84
Good condition (grass cover on >75% of the area)	39	61	74	80
Impervious areas				
Open water bodies: lakes, wetlands, ponds etc.	100	100	100	100
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)	98	98	98	98
Permeable pavers and permeable interlocking concrete (assumed as 85% impervious and 15% lawn)				
Fair lawn condition (weighted average CNs)	95	96	97	97
Gravel (including right-of-way)	76	85	89	91
Dirt (including right-of-way)	72	82	87	89
Pasture, grassland, or range-continuous forage for grazing				
Poor condition (ground cover <50% or heavily grazed with no mulch)	68	79	86	89
Fair condition (ground cover 50% to 75% and not heavily grazed)	49	69	79	84
Good condition (ground cover >75% and lightly or only occasionally grazed)	39	61	74	80
Cultivated agricultural lands				
Row Crops (good) e.g., corn, sugar beets, soy beans	64	75	82	85
Small Grain (good) e.g., wheat, barley, flax	60	72	80	84
Meadow				
Continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Brush (brush-weed-grass mixture with brush the major element)				

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas (continued)

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Poor (<50% ground cover)	48	67	77	83
Fair (50% to 75% ground cover)	35	56	70	77
Good (>75% ground cover)	30[b]	48	65	73
Woods-grass combination (orchard or tree farm)[c]				
Poor	57	73	82	86
Fair	43	65	76	82
Good	32	58	72	79
Woods				
Poor (Forest litter, small trees, and brush destroyed by heavy grazing or regular burning)	45	66	77	83
Fair (Woods are grazed but not burned, and some forest litter covers the soil)	36	60	73	79
Good (Woods are protected from grazing, and litter and brush adequately cover the soil)	30	55	70	77
Herbaceous (mixture of grass, weeds, and low-growing brush, with brush the minor element)				
Poor (<30% ground cover)	n/a[d]	80	87	93
Fair (30% to 70% ground cover)		71	81	89
Good (>70% ground cover)		62	74	85
Sagebrush with grass understory				
Poor (<30% ground cover)	n/a[d]	67	80	85
Fair (30% to 70% ground cover)		51	63	70
Good (>70% ground cover)		35	47	55

[a]Composite CNs may be computed for other combinations of open space cover type.

[b]Actual CN is < 30; use CN = 30 for runoff computations.

[c]The indicated CNs were computed for areas with 50% woods and 50% grass (pasture) cover. Other combinations of conditions may be computed from the CNs for woods and pasture.

[d]CNs have not been developed for hydrologic soil group A.

Stormwater Area Calcs - Left Ditch

Length of Roadway	3250	ft
Width of Roadway	13	ft
Lots Left	24	units
Width of Driveway	20	ft
Left Ditch Length	2110.0	ft
Shoulder Width	3	ft
Ditch Right Width	6	ft
Ditch Left Width	4.5	ft

Impervious Area	48730	sq. ft.	1.118	ac
Pervious Area	28485	sq. ft.	0.654	ac
Total Area	77215	sq. ft.	1.772	ac

Infiltration Area	6330	sq. ft.
Storage Volume	527.5	cu. ft.
Assumed Depth	2	inches

Stormwater Area Calcs - Right Ditch

Length of Roadway	3250	ft
Width of Roadway	13	ft
Lots Right	22	units
Width of Driveway	20	ft
Right Ditch Length	2410.0	ft
Shoulder Width	3	ft
Ditch Right Width	6	ft
Ditch Left Width	4.5	ft

Impervious Area	48190	sq. ft.	1.106	ac
Pervious Area	32535	sq. ft.	0.747	ac
Total Area	80725	sq. ft.	1.852	ac

Infiltration Area	7230	sq. ft.
Storage Volume	602.5	cu. ft.
Assumed Depth	2	inches

SCS Type 1A Regional Storm - Central Basin

Stormwater Runoff Area - Left Ditch

Area (acres) = 1.772 | P (inches) = 1.6 | d (min) = 6 | Tc (min) = 5 | Infiltration Area (ft²) = 6330.0

W = 0.375 | Max Storage (cu. ft.) = 556.6

Pervious Area (acres) = 0.654 | CN = 87 | S = 1.49 | 0.2S = 0.30 | Infiltration Rate (cf/min/ft^2) = 0.0018

Impervious Area (acres) = 1.118 | CN = 98 | S = 0.20 | 0.2S = 0.04 | Total Disp = 68.364000

1 Time Increment	2.0 Time Hours	2 Time (min)	3 Rainfall Distribution (Fraction)	4 Incremental Rainfall (inches)	5 Accum. Rainfall (inches)	6 Pervious Acc. Run (inches)	7 Pervious Inc. Run (inches)	8 Impervious Acc. Run (inches)	9 Impervious Inc. Run (inches)	10 Total Runoff (inches)	11 Instant Flow (inches)	12 Design Flow Rate (cfs)	13 Incremental Flow (cf)	14 Drywell Disp. Volume (cf)	15 Accum. Storage (cf)
1	0.0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
2	0.1	6	0.002	0.003	0.003	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
3	0.2	12	0.002	0.003	0.005	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
4	0.3	18	0.002	0.003	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
5	0.4	24	0.002	0.003	0.013	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
6	0.5	30	0.002	0.003	0.016	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
7	0.6	36	0.002	0.003	0.019	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
8	0.7	42	0.002	0.003	0.022	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
9	0.8	48	0.002	0.003	0.026	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
10	0.9	54	0.002	0.003	0.029	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
11	1.0	60	0.002	0.003	0.032	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
12	1.1	66	0.003	0.005	0.037	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
13	1.2	72	0.003	0.005	0.042	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0046	0.0
14	1.3	78	0.003	0.005	0.046	0.000	0.000	0.000	0.000	0.000	0.002	0.001	0.2	0.2274	0.0
15	1.4	84	0.003	0.005	0.051	0.000	0.000	0.001	0.000	0.000	0.004	0.002	0.8	0.8174	0.0
16	1.5	90	0.003	0.005	0.056	0.000	0.000	0.001	0.001	0.000	0.006	0.004	1.6	1.5782	0.0
17	1.6	96	0.003	0.005	0.061	0.000	0.000	0.002	0.001	0.000	0.008	0.007	2.3	2.3419	0.0
18	1.7	102	0.003	0.005	0.066	0.000	0.000	0.003	0.001	0.001	0.010	0.009	3.1	3.0697	0.0
19	1.8	108	0.003	0.005	0.070	0.000	0.000	0.004	0.001	0.001	0.012	0.010	3.8	3.7552	0.0
20	1.9	114	0.003	0.005	0.075	0.000	0.000	0.005	0.001	0.001	0.014	0.012	4.4	4.3994	0.0
21	2.0	120	0.003	0.005	0.080	0.000	0.000	0.006	0.001	0.001	0.015	0.014	5.0	5.0049	0.0
22	2.1	126	0.003	0.005	0.085	0.000	0.000	0.008	0.001	0.001	0.017	0.015	5.6	5.5748	0.0
23	2.2	132	0.003	0.005	0.090	0.000	0.000	0.009	0.002	0.001	0.018	0.017	6.1	6.1116	0.0
24	2.3	138	0.004	0.006	0.096	0.000	0.000	0.012	0.002	0.001	0.026	0.021	7.5	7.5348	0.0
25	2.4	144	0.003	0.005	0.101	0.000	0.000	0.014	0.002	0.001	0.021	0.023	8.3	8.2970	0.0
26	2.5	150	0.003	0.005	0.106	0.000	0.000	0.016	0.002	0.001	0.022	0.022	8.0	7.9550	0.0
27	2.6	156	0.003	0.005	0.110	0.000	0.000	0.018	0.002	0.001	0.023	0.023	8.2	8.1785	0.0
28	2.7	162	0.003	0.005	0.115	0.000	0.000	0.020	0.002	0.001	0.025	0.024	8.5	8.5272	0.0
29	2.8	168	0.004	0.006	0.122	0.000	0.000	0.023	0.003	0.002	0.034	0.028	10.1	10.0704	0.0
30	2.9	174	0.003	0.005	0.126	0.000	0.000	0.025	0.002	0.001	0.027	0.030	10.8	10.7615	0.0
31	3.0	180	0.003	0.005	0.131	0.000	0.000	0.028	0.002	0.002	0.028	0.028	10.0	10.0463	0.0
32	3.1	186	0.003	0.005	0.136	0.000	0.000	0.030	0.003	0.002	0.029	0.028	10.1	10.1021	0.0
33	3.2	192	0.003	0.005	0.141	0.000	0.000	0.033	0.003	0.002	0.029	0.029	10.3	10.3395	0.0
34	3.3	198	0.003	0.005	0.146	0.000	0.000	0.036	0.003	0.002	0.030	0.029	10.6	10.6118	0.0
35	3.4	204	0.004	0.006	0.152	0.000	0.000	0.039	0.004	0.002	0.041	0.034	12.3	12.2923	0.0
36	3.5	210	0.003	0.005	0.157	0.000	0.000	0.042	0.003	0.002	0.032	0.036	12.9	12.9369	0.0
37	3.6	216	0.003	0.005	0.162	0.000	0.000	0.045	0.003	0.002	0.032	0.033	11.9	11.9030	0.0
38	3.7	222	0.004	0.006	0.168	0.000	0.000	0.049	0.004	0.002	0.044	0.037	13.3	13.3251	0.0
39	3.8	228	0.004	0.006	0.174	0.000	0.000	0.053	0.004	0.003	0.045	0.043	15.4	15.4151	0.0
40	3.9	234	0.003	0.005	0.179	0.000	0.000	0.056	0.003	0.002	0.035	0.041	14.6	14.6411	0.0
41	4.0	240	0.004	0.006	0.186	0.000	0.000	0.060	0.004	0.003	0.047	0.041	14.7	14.6789	0.0
42	4.1	246	0.004	0.006	0.192	0.000	0.000	0.064	0.004	0.003	0.048	0.046	16.5	16.4812	0.0
43	4.2	252	0.003	0.005	0.197	0.000	0.000	0.068	0.003	0.002	0.036	0.043	15.5	15.5138	0.0
44	4.3	258	0.004	0.006	0.203	0.000	0.000	0.072	0.004	0.003	0.049	0.043	15.5	15.4707	0.0
45	4.4	264	0.004	0.006	0.210	0.000	0.000	0.076	0.004	0.003	0.050	0.048	17.3	17.3045	0.0
46	4.5	270	0.004	0.006	0.216	0.000	0.000	0.081	0.005	0.003	0.051	0.050	18.0	17.9687	0.0
47	4.6	276	0.004	0.006	0.222	0.000	0.000	0.085	0.005	0.003	0.052	0.051	18.3	18.3302	0.0
48	4.7	282	0.004	0.006	0.229	0.000	0.000	0.090	0.005	0.003	0.052	0.052	18.6	18.6063	0.0
49	4.8	288	0.004	0.006	0.235	0.000	0.000	0.095	0.005	0.003	0.053	0.052	18.9	18.8521	0.0
50	4.9	294	0.005	0.008	0.243	0.000	0.000	0.101	0.006	0.004	0.057	0.058	20.9	20.9005	0.0
51	5.0	300	0.004	0.006	0.250	0.000	0.000	0.106	0.005	0.003	0.054	0.060	21.6	21.5920	0.0
52	5.1	306	0.005	0.008	0.258	0.000	0.000	0.112	0.006	0.004	0.069	0.061	22.0	21.9774	0.0
53	5.2	312	0.004	0.006	0.264	0.000	0.000	0.117	0.005	0.003	0.055	0.062	22.2	22.2352	0.0
54	5.3	318	0.005	0.008	0.272	0.000	0.000	0.123	0.006	0.004	0.070	0.062	22.5	22.4913	0.0
55	5.4	324	0.005	0.008	0.280	0.000	0.000	0.129	0.006	0.004	0.071	0.068	24.6	24.6180	0.0
56	5.5	330	0.005	0.008	0.288	0.000	0.000	0.135	0.006	0.004	0.071	0.070	25.3	25.3413	0.0
57	5.6	336	0.005	0.008	0.295	0.000	0.000	0.142	0.006	0.004	0.072	0.071	25.7	25.7036	0.0
58	5.7	342	0.005	0.008	0.304	0.000	0.000	0.148	0.006	0.004	0.073	0.072	26.0	25.9821	0.0
59	5.8	348	0.005	0.008	0.312	0.000	0.000	0.155	0.006	0.004	0.074	0.073	26.3	26.3014	0.0
60	5.9	354	0.005	0.008	0.320	0.000	0.000	0.161	0.007	0.004	0.075	0.074	26.7	26.6813	0.0
61	6.0	360	0.006	0.010	0.330	0.001	0.000	0.169	0.008	0.005	0.091	0.081	29.1	29.1427	0.0
62	6.1	366	0.006	0.010	0.339	0.001	0.000	0.177	0.008	0.005	0.093	0.089	32.2	32.1758	0.0
63	6.2	372	0.006	0.010	0.349	0.002	0.001	0.185	0.008	0.005	0.094	0.093	33.3	33.3283	0.0
64	6.3	378	0.006	0.010	0.358	0.002	0.001	0.193	0.008	0.005	0.096	0.094	34.0	33.9965	0.0
65	6.4	384	0.007	0.011	0.370	0.003	0.001	0.203	0.010	0.006	0.113	0.102	36.7	36.7314	0.0
66	6.5	390	0.006	0.010	0.379	0.004	0.001	0.211	0.008	0.006	0.099	0.105	37.8	37.7973	0.0
67	6.6	396	0.006	0.010	0.389	0.005	0.001	0.219	0.008	0.006	0.100	0.101	36.2	36.2318	0.0
68	6.7	402	0.006	0.010	0.398	0.006	0.001	0.228	0.008	0.006	0.101	0.100	36.2	36.1691	0.0
69	6.8	408	0.006	0.010	0.408	0.007	0.001	0.236	0.008	0.006	0.102	0.101	36.5	36.4715	0.0
70	6.9	414	0.006	0.010	0.418	0.009	0.001	0.244	0.008	0.006	0.103	0.102	36.9	36.8551	0.0
71	7.0	420	0.007	0.011	0.429	0.010	0.002	0.254	0.010	0.007	0.122	0.110	39.6	39.6120	0.0
72	7.1	426	0.007	0.011	0.440	0.012	0.002	0.264	0.010	0.007	0.123	0.119	43.0	43.0038	0.0
73	7.2	432	0.008	0.013	0.453	0.014	0.002	0.276	0.011	0.008	0.143	0.130	46.7	46.6509	0.0
74	7.3	438	0.008	0.013	0.466	0.017	0.002	0.287	0.011	0.008	0.144	0.140	50.4	50.4031	0.0
75	7.4	444	0.009	0.014	0.480	0.020	0.003	0.300	0.013	0.009	0.164	0.151	54.3	54.2808	0.0
76	7.5	450	0.010	0.016	0.496	0.023	0.003	0.314	0.014	0.010	0.185	0.169	60.7	60.7423	0.0
77	7.6	456	0.021	0.034	0.530	0.031	0.008	0.345	0.031	0.022	0.396	0.260	93.7	68.3640	25.3
78	7.7	462	0.024	0.038	0.568	0.041	0.010	0.380	0.035	0.026	0.465	0.388	139.6	68.3640	96.6
79	7.8	468	0.024	0.038	0.606	0.052	0.011	0.416	0.036	0.027	0.476	0.450	161.9	68.3640	190.1
80	7.9	474	0.024	0.038	0.645	0.065	0.013	0.451	0.036	0.027	0.487	0.473	170.4	68.3640	292.2
81	8.0	480	0.022	0.035	0.680	0.077	0.012	0.484	0.033	0.025	0.455	0.471	169.7	68.3640	393.5
82	8.1	486	0.014	0.022	0.702	0.086	0.008	0.506	0.021	0.016	0.293	0.398	143.4	68.3640	468.5
83	8.2	492	0.013	0.021	0.723	0.094	0.008	0.525	0.020	0.015	0.275	0.313	112.5	68.3640	512.6
84	8.3	498	0.010	0.016	0.739	0.100	0.006	0.540	0.015	0.012	0.213	0.261	94.0	68.3640	538.3

85	8.4	504	0.010	0.016	0.755	0.107	0.007	0.556	0.015	0.012	0.214	0.226	81.2	68.3640	551.1
86	8.5	510	0.008	0.013	0.768	0.112	0.005	0.568	0.012	0.010	0.172	0.201	72.5	68.3640	555.3
87	8.6	516	0.009	0.014	0.782	0.118	0.006	0.582	0.014	0.011	0.195	0.188	67.7	67.7418	555.3
88	8.7	522	0.009	0.014	0.797	0.124	0.006	0.595	0.014	0.011	0.196	0.194	69.7	68.3640	556.6
89	8.8	528	0.007	0.011	0.808	0.129	0.005	0.606	0.011	0.009	0.153	0.179	64.6	64.5733	556.6
90	8.9	534	0.008	0.013	0.821	0.135	0.006	0.618	0.012	0.010	0.176	0.168	60.5	60.5474	556.6
91	9.0	540	0.007	0.011	0.832	0.140	0.005	0.629	0.011	0.009	0.154	0.166	59.7	59.7090	556.6
92	9.1	546	0.007	0.011	0.843	0.145	0.005	0.640	0.011	0.009	0.155	0.157	56.7	56.6926	556.6
93	9.2	552	0.006	0.010	0.853	0.150	0.004	0.649	0.009	0.007	0.133	0.147	53.1	53.0851	556.6
94	9.3	558	0.006	0.010	0.862	0.154	0.005	0.658	0.009	0.007	0.134	0.137	49.3	49.3077	556.6
95	9.4	564	0.006	0.010	0.872	0.159	0.005	0.667	0.009	0.008	0.134	0.135	48.5	48.4700	556.6
96	9.5	570	0.005	0.008	0.880	0.163	0.004	0.675	0.008	0.006	0.112	0.126	45.3	45.3369	556.6
97	9.6	576	0.006	0.010	0.890	0.167	0.005	0.684	0.009	0.008	0.135	0.124	44.6	44.6483	556.6
98	9.7	582	0.005	0.008	0.898	0.171	0.004	0.692	0.008	0.006	0.113	0.124	44.6	44.5538	556.6
99	9.8	588	0.006	0.010	0.907	0.176	0.005	0.701	0.009	0.008	0.135	0.124	44.6	44.6220	556.6
100	9.9	594	0.005	0.008	0.915	0.180	0.004	0.709	0.008	0.006	0.113	0.124	44.7	44.7145	556.6
101	10.0	600	0.005	0.008	0.923	0.184	0.004	0.717	0.008	0.006	0.113	0.116	41.8	41.7611	556.6
102	10.1	606	0.005	0.008	0.931	0.188	0.004	0.724	0.008	0.006	0.114	0.114	41.1	41.0894	556.6
103	10.2	612	0.005	0.008	0.939	0.192	0.004	0.732	0.008	0.006	0.114	0.114	41.0	40.9872	556.6
104	10.3	618	0.005	0.008	0.947	0.196	0.004	0.740	0.008	0.006	0.114	0.114	41.0	41.0265	556.6
105	10.4	624	0.004	0.006	0.954	0.199	0.003	0.746	0.006	0.005	0.091	0.106	38.0	38.0103	556.6
106	10.5	630	0.005	0.008	0.962	0.204	0.004	0.754	0.008	0.006	0.115	0.104	37.3	37.3131	556.6
107	10.6	636	0.005	0.008	0.970	0.208	0.004	0.761	0.008	0.006	0.115	0.112	40.3	40.2851	556.6
108	10.7	642	0.004	0.006	0.976	0.211	0.003	0.768	0.006	0.005	0.092	0.105	38.0	37.9825	556.6
109	10.8	648	0.005	0.008	0.984	0.215	0.004	0.775	0.008	0.006	0.115	0.104	37.5	37.4617	556.6
110	10.9	654	0.005	0.008	0.992	0.220	0.004	0.783	0.008	0.006	0.115	0.112	40.5	40.4930	556.6
111	11.0	660	0.004	0.006	0.998	0.223	0.003	0.789	0.006	0.005	0.092	0.106	38.2	38.1864	556.6
112	11.1	666	0.004	0.006	1.005	0.227	0.003	0.796	0.006	0.005	0.093	0.096	34.5	34.5340	556.6
113	11.2	672	0.005	0.008	1.013	0.231	0.004	0.803	0.008	0.006	0.116	0.102	36.8	36.7915	556.6
114	11.3	678	0.004	0.006	1.019	0.234	0.003	0.810	0.006	0.005	0.093	0.104	37.4	37.3973	556.6
115	11.4	684	0.004	0.006	1.026	0.238	0.003	0.816	0.006	0.005	0.093	0.096	34.5	34.4566	556.6
116	11.5	690	0.004	0.006	1.032	0.241	0.004	0.822	0.006	0.005	0.093	0.094	33.8	33.7574	556.6
117	11.6	696	0.004	0.006	1.038	0.245	0.004	0.828	0.006	0.005	0.093	0.093	33.6	33.6184	556.6
118	11.7	702	0.004	0.006	1.045	0.248	0.004	0.834	0.006	0.005	0.093	0.093	33.6	33.6190	556.6
119	11.8	708	0.004	0.006	1.051	0.252	0.004	0.841	0.006	0.005	0.094	0.093	33.7	33.6542	556.6
120	11.9	714	0.003	0.005	1.056	0.255	0.003	0.845	0.005	0.004	0.070	0.085	30.5	30.5334	556.6
121	12.0	720	0.004	0.006	1.062	0.258	0.004	0.851	0.005	0.005	0.094	0.083	29.8	29.7833	556.6
122	12.1	726	0.004	0.006	1.069	0.262	0.004	0.858	0.006	0.005	0.094	0.091	32.8	32.7899	556.6
123	12.2	732	0.003	0.005	1.074	0.265	0.003	0.862	0.005	0.004	0.071	0.084	30.4	30.3994	556.6
124	12.3	738	0.004	0.006	1.080	0.268	0.004	0.869	0.006	0.005	0.094	0.083	29.8	29.8311	556.6
125	12.4	744	0.004	0.006	1.086	0.272	0.004	0.875	0.006	0.005	0.094	0.091	32.9	32.8939	556.6
126	12.5	750	0.004	0.006	1.093	0.275	0.004	0.881	0.006	0.005	0.094	0.094	33.7	33.6925	556.6
127	12.6	756	0.004	0.006	1.099	0.279	0.004	0.887	0.006	0.005	0.095	0.094	33.9	33.9247	556.6
128	12.7	762	0.003	0.005	1.104	0.282	0.003	0.892	0.005	0.004	0.071	0.086	30.8	30.8198	556.6
129	12.8	768	0.004	0.006	1.110	0.286	0.004	0.898	0.006	0.005	0.095	0.084	30.1	30.0716	556.6
130	12.9	774	0.003	0.005	1.115	0.288	0.003	0.903	0.005	0.004	0.071	0.083	29.9	29.9054	556.6
131	13.0	780	0.004	0.006	1.122	0.292	0.004	0.909	0.006	0.005	0.095	0.083	29.9	29.8914	556.6
132	13.1	786	0.004	0.006	1.128	0.296	0.004	0.915	0.006	0.005	0.095	0.092	33.1	33.1173	556.6
133	13.2	792	0.003	0.005	1.133	0.299	0.003	0.920	0.005	0.004	0.071	0.085	30.7	30.7419	556.6
134	13.3	798	0.004	0.006	1.139	0.302	0.004	0.926	0.006	0.005	0.095	0.084	30.2	30.1749	556.6
135	13.4	804	0.004	0.006	1.146	0.306	0.004	0.933	0.006	0.005	0.095	0.092	33.3	33.2726	556.6
136	13.5	810	0.003	0.005	1.150	0.309	0.003	0.937	0.005	0.004	0.072	0.086	30.9	30.8540	556.6
137	13.6	816	0.003	0.005	1.155	0.312	0.003	0.942	0.005	0.004	0.072	0.075	27.0	27.0496	556.6
138	13.7	822	0.004	0.006	1.162	0.316	0.004	0.948	0.006	0.005	0.096	0.082	29.3	29.3439	556.6
139	13.8	828	0.003	0.005	1.166	0.319	0.003	0.953	0.005	0.004	0.072	0.083	29.9	29.9368	556.6
140	13.9	834	0.004	0.006	1.173	0.323	0.004	0.959	0.006	0.005	0.096	0.084	30.1	30.1106	556.6
141	14.0	840	0.003	0.005	1.178	0.325	0.003	0.964	0.005	0.004	0.072	0.084	30.2	30.1731	556.6
142	14.1	846	0.003	0.005	1.182	0.328	0.003	0.968	0.005	0.004	0.072	0.075	27.0	26.9726	556.6
143	14.2	852	0.004	0.006	1.189	0.332	0.004	0.975	0.006	0.005	0.096	0.082	29.4	29.4325	556.6
144	14.3	858	0.003	0.005	1.194	0.335	0.003	0.979	0.005	0.004	0.072	0.084	30.1	30.0661	556.6
145	14.4	864	0.003	0.005	1.198	0.338	0.003	0.984	0.005	0.004	0.072	0.075	27.0	26.9990	556.6
146	14.5	870	0.004	0.006	1.205	0.342	0.004	0.990	0.006	0.005	0.096	0.082	29.5	29.5007	556.6
147	14.6	876	0.003	0.005	1.210	0.345	0.003	0.995	0.005	0.004	0.072	0.084	30.1	30.1443	556.6
148	14.7	882	0.003	0.005	1.214	0.348	0.003	1.000	0.005	0.004	0.072	0.075	27.1	27.0705	556.6
149	14.8	888	0.004	0.006	1.221	0.352	0.004	1.006	0.006	0.005	0.097	0.082	29.6	29.5787	556.6
150	14.9	894	0.003	0.005	1.226	0.355	0.003	1.011	0.005	0.004	0.073	0.084	30.2	30.2236	556.6
151	15.0	900	0.003	0.005	1.230	0.358	0.003	1.015	0.005	0.004	0.073	0.075	27.1	27.1412	556.6
152	15.1	906	0.003	0.005	1.235	0.361	0.003	1.020	0.005	0.004	0.073	0.073	26.4	26.3857	556.6
153	15.2	912	0.004	0.006	1.242	0.365	0.004	1.026	0.006	0.005	0.097	0.082	29.5	29.4838	556.6
154	15.3	918	0.003	0.005	1.246	0.368	0.003	1.031	0.005	0.004	0.073	0.084	30.3	30.2757	556.6
155	15.4	924	0.003	0.005	1.251	0.371	0.003	1.036	0.005	0.004	0.073	0.076	27.2	27.2187	556.6
156	15.5	930	0.003	0.005	1.256	0.374	0.003	1.040	0.005	0.004	0.073	0.074	26.5	26.4691	556.6
157	15.6	936	0.003	0.005	1.261	0.377	0.003	1.045	0.005	0.004	0.073	0.073	26.3	26.2962	556.6
158	15.7	942	0.004	0.006	1.267	0.381	0.004	1.051	0.006	0.005	0.097	0.082	29.6	29.5524	556.6
159	15.8	948	0.003	0.005	1.272	0.384	0.003	1.056	0.005	0.004	0.073	0.084	30.4	30.3832	556.6
160	15.9	954	0.003	0.005	1.277	0.387	0.003	1.061	0.005	0.004	0.073	0.076	27.3	27.3225	556.6
161	16.0	960	0.003	0.005	1.282	0.390	0.003	1.066	0.005	0.004	0.073	0.074	26.6	26.5714	556.6
162	16.1	966	0.003	0.005	1.286	0.393	0.003	1.070	0.005	0.004	0.073	0.073	26.4	26.3977	556.6
163	16.2	972	0.003	0.005	1.291	0.396	0.003	1.075	0.005	0.004	0.073	0.073	26.4	26.3682	556.6
164	16.3	978	0.003	0.005	1.296	0.399	0.003	1.080	0.005	0.004	0.073	0.073	26.4	26.3747	556.6
165	16.4	984	0.003	0.005	1.301	0.402	0.003	1.084	0.005	0.004	0.073	0.073	26.4	26.3901	556.6
166	16.5	990	0.003	0.005	1.306	0.405	0.003	1.089	0.005	0.004	0.073	0.073	26.4	26.4076	556.6
167	16.6	996	0.003	0.005	1.310	0.408	0.003	1.094	0.005	0.004	0.073	0.073	26.4	26.4256	556.6
168	16.7	1002	0.003	0.005	1.315	0.411	0.003	1.098	0.005	0.004	0.073	0.073	26.4	26.4436	556.6
169	16.8	1008	0.003	0.005	1.320	0.415	0.003	1.103	0.005	0.004	0.074	0.074	26.5	26.4615	556.6
170	16.9	1014	0.003	0.005	1.325	0.418	0.003	1.108	0.005	0.004	0.074	0.074	26.5	26.4794	556.6
171	17.0	1020	0.003	0.005	1.330	0.421	0.003	1.113	0.005	0.004	0.074	0.074	26.5	26.4971	556.6
172	17.1	1026	0.003	0.005	1.334	0.424	0.003	1.117	0.005	0.004	0.074	0.074	26.5	26.5147	556.6
173	17.2	1032	0.003	0.005	1.339	0.427	0.003	1.122	0.005	0.004	0.074	0.074	26.5	26.5322	556.6
174	17.3	1038	0.003	0.005	1.344	0.430	0.003	1.127	0.005	0.004	0.074	0.074	26.5	26.5496	556.6
175	17.4	1044	0.003	0.005	1.349	0.433	0.003	1.131	0.005	0.004	0.074	0.074	26.6	26.5668	556.6
176	17.5	1050	0.003	0.005	1.354	0.436	0.003	1.136	0.005	0.004	0.074	0.074	26.6	26.5840	556.6
177	17.6	1056	0.003	0.005	1.358	0.440	0.003	1.141	0.005	0.004	0.074	0.074	26.6	26.6011	556.6
178	17.7	1062	0.002	0.003	1.362	0.442	0.002	1.144	0.003	0.003	0.049	0.065	23.3	23.2883	556.6
179	17.8	1068	0.003	0.005	1.365	0.445	0.003	1.149	0.005	0.004	0.074	0.062	22.5	22.4707	556.6
180	17.9	1074	0.003	0.005	1.371	0.448	0.003	1.153	0.005	0.004	0.074	0.071	25.6	25.6064	556.6
181	18.0	1080	0.003	0.005	1.376	0.451	0.003	1.158	0.005	0.004	0.074	0.073	26.4	26.4029	556.6
182	18.1	1086	0.003	0.005	1.381	0.454	0.003	1.163	0.005	0.004	0.074	0.074	25.6	26.6144	556.6

183	18.2	1092	0.002	0.003	1.384	0.457	0.002	1.166	0.003	0.003	0.049	0.065	23.3	23.3402	556.6
184	18.3	1098	0.003	0.005	1.389	0.460	0.003	1.171	0.005	0.004	0.074	0.063	22.5	22.5319	556.6
185	18.4	1104	0.003	0.005	1.394	0.463	0.003	1.175	0.005	0.004	0.074	0.071	25.7	25.6794	556.6
186	18.5	1110	0.003	0.005	1.398	0.466	0.003	1.180	0.005	0.004	0.074	0.074	26.5	26.4784	556.6
187	18.6	1116	0.002	0.003	1.402	0.468	0.002	1.183	0.003	0.003	0.050	0.065	23.3	23.3434	556.6
188	18.7	1122	0.003	0.005	1.406	0.471	0.003	1.188	0.005	0.004	0.074	0.063	22.6	22.5697	556.6
189	18.8	1128	0.003	0.005	1.411	0.475	0.003	1.193	0.005	0.004	0.074	0.071	25.7	25.7330	556.6
190	18.9	1134	0.002	0.003	1.414	0.477	0.002	1.196	0.003	0.003	0.050	0.064	23.2	23.1836	556.6
191	19.0	1140	0.003	0.005	1.419	0.480	0.003	1.201	0.005	0.004	0.075	0.063	22.6	22.5562	556.6
192	19.1	1146	0.003	0.005	1.424	0.483	0.003	1.205	0.005	0.004	0.075	0.072	25.8	25.7611	556.6
193	19.2	1152	0.002	0.003	1.427	0.485	0.002	1.208	0.003	0.003	0.050	0.064	23.2	23.2168	556.6
194	19.3	1158	0.003	0.005	1.432	0.489	0.003	1.213	0.005	0.004	0.075	0.063	22.6	22.5904	556.6
195	19.4	1164	0.002	0.003	1.435	0.491	0.002	1.216	0.003	0.003	0.050	0.062	22.4	22.4403	556.6
196	19.5	1170	0.003	0.005	1.440	0.494	0.003	1.221	0.005	0.004	0.075	0.062	22.4	22.4123	556.6
197	19.6	1176	0.003	0.005	1.445	0.497	0.003	1.226	0.005	0.004	0.075	0.072	25.8	25.7753	556.6
198	19.7	1182	0.002	0.003	1.448	0.500	0.002	1.229	0.003	0.003	0.050	0.065	23.3	23.2619	556.6
199	19.8	1188	0.003	0.005	1.453	0.503	0.003	1.234	0.005	0.004	0.075	0.063	22.6	22.6430	556.6
200	19.9	1194	0.002	0.003	1.456	0.505	0.002	1.237	0.003	0.003	0.050	0.062	22.5	22.4946	556.6
201	20.0	1200	0.003	0.005	1.461	0.508	0.003	1.242	0.005	0.004	0.075	0.062	22.5	22.4668	556.6
202	20.1	1206	0.002	0.003	1.464	0.510	0.002	1.245	0.003	0.003	0.050	0.062	22.5	22.4661	556.6
203	20.2	1212	0.003	0.005	1.469	0.514	0.003	1.249	0.005	0.004	0.075	0.062	22.5	22.4752	556.6
204	20.3	1218	0.002	0.003	1.472	0.516	0.002	1.253	0.003	0.003	0.050	0.062	22.5	22.4836	556.6
205	20.4	1224	0.002	0.003	1.475	0.518	0.002	1.256	0.003	0.003	0.050	0.053	19.1	19.1189	556.6
206	20.5	1230	0.003	0.005	1.480	0.521	0.003	1.260	0.005	0.004	0.075	0.060	21.7	21.6598	556.6
207	20.6	1236	0.002	0.003	1.483	0.524	0.002	1.264	0.003	0.003	0.050	0.062	22.3	22.3011	556.6
208	20.7	1242	0.003	0.005	1.488	0.527	0.003	1.268	0.005	0.004	0.075	0.062	22.5	22.4704	556.6
209	20.8	1248	0.002	0.003	1.491	0.529	0.002	1.271	0.003	0.003	0.050	0.063	22.5	22.5188	556.6
210	20.9	1254	0.002	0.003	1.494	0.531	0.002	1.275	0.003	0.003	0.050	0.053	19.2	19.1566	556.6
211	21.0	1260	0.003	0.005	1.499	0.535	0.003	1.279	0.005	0.004	0.075	0.060	21.7	21.7053	556.6
212	21.1	1266	0.002	0.003	1.502	0.537	0.002	1.283	0.003	0.003	0.050	0.062	22.3	22.3483	556.6
213	21.2	1272	0.002	0.003	1.506	0.539	0.002	1.286	0.003	0.003	0.050	0.053	19.1	19.1306	556.6
214	21.3	1278	0.003	0.005	1.510	0.542	0.003	1.290	0.005	0.004	0.075	0.060	21.7	21.7194	556.6
215	21.4	1284	0.002	0.003	1.514	0.545	0.002	1.294	0.003	0.003	0.050	0.062	22.4	22.3724	556.6
216	21.5	1290	0.002	0.003	1.517	0.547	0.002	1.297	0.003	0.003	0.050	0.053	19.2	19.1530	556.6
217	21.6	1296	0.003	0.005	1.522	0.550	0.003	1.301	0.005	0.004	0.075	0.060	21.7	21.7453	556.6
218	21.7	1302	0.002	0.003	1.525	0.553	0.002	1.305	0.003	0.003	0.050	0.062	22.4	22.3992	556.6
219	21.8	1308	0.002	0.003	1.528	0.555	0.002	1.308	0.003	0.003	0.050	0.053	19.2	19.1758	556.6
220	21.9	1314	0.002	0.003	1.531	0.557	0.002	1.311	0.003	0.003	0.050	0.051	18.4	18.3746	556.6
221	22.0	1320	0.002	0.003	1.534	0.559	0.002	1.314	0.003	0.003	0.050	0.050	18.2	18.1788	556.6
222	22.1	1326	0.003	0.005	1.539	0.563	0.003	1.319	0.005	0.004	0.076	0.060	21.5	21.5333	556.6
223	22.2	1332	0.002	0.003	1.542	0.565	0.002	1.322	0.003	0.003	0.050	0.062	22.4	22.3775	556.6
224	22.3	1338	0.002	0.003	1.546	0.567	0.002	1.325	0.003	0.003	0.050	0.053	19.2	19.1954	556.6
225	22.4	1344	0.002	0.003	1.549	0.569	0.002	1.328	0.003	0.003	0.050	0.051	18.4	18.4043	556.6
226	22.5	1350	0.002	0.003	1.552	0.572	0.002	1.331	0.003	0.003	0.050	0.051	18.2	18.2110	556.6
227	22.6	1356	0.002	0.003	1.555	0.574	0.002	1.335	0.003	0.003	0.050	0.050	18.2	18.1672	556.6
228	22.7	1362	0.002	0.003	1.558	0.576	0.002	1.338	0.003	0.003	0.050	0.050	18.2	18.1606	556.6
229	22.8	1368	0.002	0.003	1.562	0.578	0.002	1.341	0.003	0.003	0.050	0.050	18.2	18.1634	556.6
230	22.9	1374	0.002	0.003	1.565	0.581	0.002	1.344	0.003	0.003	0.050	0.050	18.2	18.1685	556.6
231	23.0	1380	0.002	0.003	1.568	0.583	0.002	1.347	0.003	0.003	0.050	0.050	18.2	18.1741	556.6
232	23.1	1386	0.002	0.003	1.571	0.585	0.002	1.350	0.003	0.003	0.051	0.050	18.2	18.1799	556.6
233	23.2	1392	0.002	0.003	1.574	0.587	0.002	1.353	0.003	0.003	0.051	0.051	18.2	18.1857	556.6
234	23.3	1398	0.002	0.003	1.578	0.590	0.002	1.357	0.003	0.003	0.051	0.051	18.2	18.1915	556.6
235	23.4	1404	0.002	0.003	1.581	0.592	0.002	1.360	0.003	0.003	0.051	0.051	18.2	18.1973	556.6
236	23.5	1410	0.002	0.003	1.584	0.594	0.002	1.363	0.003	0.003	0.051	0.051	18.2	18.2030	556.6
237	23.6	1416	0.002	0.003	1.587	0.597	0.002	1.366	0.003	0.003	0.051	0.051	18.2	18.2087	556.6
238	23.7	1422	0.002	0.003	1.590	0.599	0.002	1.369	0.003	0.003	0.051	0.051	18.2	18.2144	556.6
239	23.8	1428	0.002	0.003	1.594	0.601	0.002	1.372	0.003	0.003	0.051	0.051	18.2	18.2201	556.6
240	23.9	1434	0.002	0.003	1.597	0.603	0.002	1.376	0.003	0.003	0.051	0.051	18.2	18.2258	556.6
241	24.0	1440	0.002	0.003	1.600	0.606	0.002	1.379	0.003	0.003	0.051	0.051	18.2	18.2314	556.6
														Max Storage Req=	556.6 C.F.

SCS Type 1A Regional Storm - Central Basin

Stormwater Runoff Area - Right Ditch

Area (acres) = 1.852 | P (inches) = 1.6 | d_t (min) = 6 | Tc (min) = 5 | Infiltration Area (ft²) = 7230.0

W= 0.375 | Max Storage (cu. ft.) = 480.2

Pervious Area (acres) = 0.746 | CN = 87 | S = 1.49 | 0.2S = 0.30 | Infiltration Rate (cf/min/ft^2) = 0.0018

Impervious Area (acres) = 1.106 | CN = 98 | S = 0.20 | 0.2S = 0.04 | Total Disp= 78.084000

1 Time Increment	2.0 Time	2 Time	3 Rainfall Distribution	4 Incremental Rainfall	5 Accum. Rainfall	6 Pervious Acc. Run	7 Pervious Inc. Run	8 Impervious Acc. Run	9 Impervious Inc. Run	10 Total Runoff	11 Instant Flow	12 Design Flow Rate	13 Incremental Flow	14 Drywell Disp. Volume	15 Accum. Storage
	Hours	(min)	(Fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cf)	(cf)	(cf)
1	0.0	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
2	0.1	6	0.002	0.003	0.003	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
3	0.2	12	0.002	0.003	0.006	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
4	0.3	18	0.002	0.003	0.010	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
5	0.4	24	0.002	0.003	0.013	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
6	0.5	30	0.002	0.003	0.016	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
7	0.6	36	0.002	0.003	0.019	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
8	0.7	42	0.002	0.003	0.022	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
9	0.8	48	0.002	0.003	0.026	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
10	0.9	54	0.002	0.003	0.029	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
11	1.0	60	0.002	0.003	0.032	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
12	1.1	66	0.003	0.005	0.037	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0000	0.0
13	1.2	72	0.003	0.005	0.042	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0	0.0045	0.0
14	1.3	78	0.003	0.005	0.046	0.000	0.000	0.000	0.000	0.000	0.002	0.001	0.2	0.2250	0.0
15	1.4	84	0.003	0.005	0.051	0.000	0.000	0.001	0.000	0.000	0.004	0.002	0.8	0.8086	0.0
16	1.5	90	0.003	0.005	0.056	0.000	0.000	0.001	0.001	0.000	0.006	0.004	1.6	1.5613	0.0
17	1.6	96	0.003	0.005	0.061	0.000	0.000	0.002	0.001	0.000	0.008	0.006	2.3	2.3167	0.0
18	1.7	102	0.003	0.005	0.066	0.000	0.000	0.003	0.001	0.001	0.010	0.008	3.0	3.0368	0.0
19	1.8	108	0.003	0.005	0.070	0.000	0.000	0.004	0.001	0.001	0.012	0.010	3.7	3.7149	0.0
20	1.9	114	0.003	0.005	0.075	0.000	0.000	0.005	0.001	0.001	0.014	0.012	4.4	4.3522	0.0
21	2.0	120	0.003	0.005	0.080	0.000	0.000	0.006	0.001	0.001	0.015	0.014	5.0	4.9512	0.0
22	2.1	126	0.003	0.005	0.085	0.000	0.000	0.008	0.001	0.001	0.017	0.015	5.5	5.5149	0.0
23	2.2	132	0.003	0.005	0.090	0.000	0.000	0.009	0.002	0.001	0.018	0.017	6.0	6.0460	0.0
24	2.3	138	0.004	0.006	0.096	0.000	0.000	0.012	0.002	0.001	0.026	0.021	7.5	7.4539	0.0
25	2.4	144	0.003	0.005	0.101	0.000	0.000	0.014	0.002	0.001	0.021	0.023	8.2	8.2079	0.0
26	2.5	150	0.003	0.005	0.106	0.000	0.000	0.016	0.002	0.001	0.022	0.022	7.9	7.8696	0.0
27	2.6	156	0.003	0.005	0.110	0.000	0.000	0.018	0.002	0.001	0.023	0.022	8.1	8.0907	0.0
28	2.7	162	0.003	0.005	0.115	0.000	0.000	0.020	0.002	0.001	0.024	0.023	8.4	8.4357	0.0
29	2.8	168	0.004	0.006	0.122	0.000	0.000	0.023	0.003	0.002	0.034	0.028	10.0	9.9624	0.0
30	2.9	174	0.003	0.005	0.126	0.000	0.000	0.025	0.002	0.001	0.027	0.030	10.6	10.6460	0.0
31	3.0	180	0.003	0.005	0.131	0.000	0.000	0.028	0.002	0.001	0.027	0.028	9.9	9.9384	0.0
32	3.1	186	0.003	0.005	0.136	0.000	0.000	0.030	0.003	0.002	0.028	0.028	10.0	9.9937	0.0
33	3.2	192	0.003	0.005	0.141	0.000	0.000	0.033	0.003	0.002	0.029	0.028	10.2	10.2285	0.0
34	3.3	198	0.003	0.005	0.146	0.000	0.000	0.036	0.003	0.002	0.030	0.029	10.5	10.4979	0.0
35	3.4	204	0.004	0.006	0.152	0.000	0.000	0.039	0.004	0.002	0.041	0.034	12.2	12.1604	0.0
36	3.5	210	0.003	0.005	0.157	0.000	0.000	0.042	0.003	0.002	0.031	0.036	12.8	12.7980	0.0
37	3.6	216	0.003	0.005	0.162	0.000	0.000	0.045	0.003	0.002	0.032	0.033	11.8	11.7752	0.0
38	3.7	222	0.004	0.006	0.168	0.000	0.000	0.049	0.004	0.002	0.044	0.037	13.2	13.1821	0.0
39	3.8	228	0.004	0.006	0.174	0.000	0.000	0.053	0.004	0.002	0.045	0.042	15.2	15.2497	0.0
40	3.9	234	0.003	0.005	0.179	0.000	0.000	0.056	0.003	0.002	0.034	0.040	14.5	14.4840	0.0
41	4.0	240	0.004	0.006	0.186	0.000	0.000	0.060	0.004	0.002	0.046	0.040	14.5	14.5213	0.0
42	4.1	246	0.004	0.006	0.192	0.000	0.000	0.064	0.004	0.003	0.047	0.045	16.3	16.3043	0.0
43	4.2	252	0.003	0.005	0.197	0.000	0.000	0.068	0.003	0.002	0.036	0.043	15.3	15.3473	0.0
44	4.3	258	0.004	0.006	0.203	0.000	0.000	0.072	0.004	0.003	0.049	0.043	15.3	15.3046	0.0
45	4.4	264	0.004	0.006	0.210	0.000	0.000	0.076	0.004	0.003	0.050	0.048	17.1	17.1188	0.0
46	4.5	270	0.004	0.006	0.216	0.000	0.000	0.081	0.005	0.003	0.050	0.049	17.8	17.7759	0.0
47	4.6	276	0.004	0.006	0.222	0.000	0.000	0.085	0.005	0.003	0.051	0.050	18.1	18.1334	0.0
48	4.7	282	0.004	0.006	0.229	0.000	0.000	0.090	0.005	0.003	0.052	0.051	18.4	18.4066	0.0
49	4.8	288	0.004	0.006	0.235	0.000	0.000	0.095	0.005	0.003	0.052	0.052	18.6	18.6497	0.0
50	4.9	294	0.005	0.008	0.243	0.000	0.000	0.101	0.006	0.004	0.056	0.057	20.7	20.6762	0.0
51	5.0	300	0.004	0.006	0.250	0.000	0.000	0.106	0.005	0.003	0.054	0.059	21.4	21.3602	0.0
52	5.1	306	0.005	0.008	0.259	0.000	0.000	0.112	0.006	0.004	0.068	0.060	21.7	21.7415	0.0
53	5.2	312	0.004	0.006	0.264	0.000	0.000	0.117	0.005	0.003	0.055	0.061	22.0	21.9965	0.0
54	5.3	318	0.005	0.008	0.272	0.000	0.000	0.123	0.006	0.004	0.069	0.062	22.2	22.2499	0.0
55	5.4	324	0.005	0.008	0.280	0.000	0.000	0.129	0.006	0.004	0.070	0.068	24.4	24.3538	0.0
56	5.5	330	0.005	0.008	0.288	0.000	0.000	0.135	0.006	0.004	0.071	0.070	25.1	25.0693	0.0
57	5.6	336	0.005	0.008	0.296	0.000	0.000	0.142	0.006	0.004	0.071	0.071	25.4	25.4278	0.0
58	5.7	342	0.005	0.008	0.304	0.000	0.000	0.148	0.006	0.004	0.072	0.071	25.7	25.7056	0.0
59	5.8	348	0.005	0.008	0.312	0.000	0.000	0.155	0.006	0.004	0.073	0.072	26.0	26.0351	0.0
60	5.9	354	0.005	0.008	0.320	0.000	0.000	0.161	0.007	0.004	0.074	0.073	26.4	26.4363	0.0
61	6.0	360	0.006	0.010	0.330	0.001	0.000	0.169	0.008	0.005	0.091	0.080	28.9	28.9084	0.0
62	6.1	366	0.006	0.010	0.339	0.001	0.000	0.177	0.008	0.005	0.092	0.089	32.0	31.9531	0.0
63	6.2	372	0.006	0.010	0.349	0.002	0.001	0.185	0.008	0.005	0.094	0.092	33.1	33.1354	0.0
64	6.3	378	0.006	0.010	0.358	0.002	0.001	0.193	0.008	0.005	0.095	0.094	33.8	33.8374	0.0
65	6.4	384	0.007	0.011	0.370	0.003	0.001	0.203	0.010	0.006	0.113	0.102	36.6	36.6019	0.0
66	6.5	390	0.006	0.010	0.379	0.004	0.001	0.211	0.008	0.005	0.098	0.105	37.7	37.7029	0.0
67	6.6	396	0.006	0.010	0.389	0.005	0.001	0.219	0.008	0.005	0.100	0.100	36.2	36.1780	0.0
68	6.7	402	0.006	0.010	0.398	0.006	0.001	0.228	0.008	0.005	0.101	0.100	36.2	36.1501	0.0
69	6.8	408	0.006	0.010	0.408	0.007	0.001	0.236	0.008	0.005	0.102	0.101	36.5	36.4854	0.0
70	6.9	414	0.006	0.010	0.418	0.009	0.001	0.244	0.008	0.005	0.103	0.103	36.9	36.9011	0.0
71	7.0	420	0.007	0.011	0.429	0.010	0.002	0.254	0.010	0.007	0.122	0.110	39.7	39.6972	0.0
72	7.1	426	0.007	0.011	0.440	0.012	0.002	0.264	0.010	0.007	0.124	0.120	43.1	43.1335	0.0
73	7.2	432	0.008	0.013	0.453	0.014	0.002	0.276	0.011	0.008	0.143	0.130	46.8	46.8348	0.0
74	7.3	438	0.008	0.013	0.466	0.017	0.002	0.287	0.011	0.008	0.145	0.141	50.6	50.6476	0.0
75	7.4	444	0.009	0.014	0.480	0.020	0.003	0.300	0.013	0.009	0.165	0.152	54.6	54.5964	0.0
76	7.5	450	0.010	0.016	0.496	0.023	0.003	0.314	0.014	0.010	0.186	0.170	61.2	61.1560	0.0
77	7.6	456	0.021	0.034	0.530	0.031	0.008	0.345	0.031	0.021	0.400	0.262	94.4	78.0840	16.4
78	7.7	462	0.024	0.038	0.568	0.041	0.010	0.380	0.035	0.025	0.470	0.392	141.0	78.0840	79.3
79	7.8	468	0.024	0.038	0.606	0.052	0.011	0.416	0.036	0.026	0.482	0.455	163.8	78.0840	165.0
80	7.9	474	0.024	0.038	0.645	0.065	0.013	0.451	0.036	0.026	0.494	0.480	172.8	78.0840	259.7
81	8.0	480	0.022	0.035	0.680	0.077	0.012	0.484	0.033	0.025	0.462	0.478	172.2	78.0840	353.9
82	8.1	486	0.014	0.022	0.702	0.086	0.008	0.506	0.021	0.016	0.298	0.405	145.7	78.0840	421.5
83	8.2	492	0.013	0.021	0.723	0.094	0.008	0.525	0.020	0.015	0.280	0.318	114.5	78.0840	457.9
84	8.3	498	0.010	0.016	0.739	0.100	0.006	0.540	0.015	0.012	0.217	0.266	95.7	78.0840	475.5

85	8.4	504	0.010	0.016	0.755	0.107	0.007	0.556	0.015	0.012	0.219	0.230	82.8	78.0840	480.2
86	8.5	510	0.008	0.013	0.768	0.112	0.005	0.568	0.012	0.009	0.176	0.205	74.0	73.9530	480.2
87	8.6	516	0.009	0.014	0.782	0.118	0.006	0.582	0.014	0.011	0.199	0.192	69.1	69.1106	480.2
88	8.7	522	0.009	0.014	0.797	0.124	0.006	0.595	0.014	0.011	0.200	0.198	71.2	71.1691	480.2
89	8.8	528	0.007	0.011	0.808	0.129	0.005	0.606	0.011	0.008	0.156	0.183	65.9	65.9339	480.2
90	8.9	534	0.008	0.013	0.821	0.135	0.006	0.618	0.012	0.010	0.180	0.172	61.8	61.8476	480.2
91	9.0	540	0.007	0.011	0.832	0.140	0.005	0.629	0.011	0.008	0.158	0.169	61.0	61.0123	480.2
92	9.1	546	0.007	0.011	0.843	0.145	0.005	0.640	0.011	0.008	0.158	0.161	57.9	57.9493	480.2
93	9.2	552	0.006	0.010	0.853	0.150	0.004	0.649	0.009	0.007	0.136	0.151	54.3	54.2778	480.2
94	9.3	558	0.006	0.010	0.862	0.154	0.005	0.658	0.009	0.007	0.137	0.140	50.4	50.4296	480.2
95	9.4	564	0.006	0.010	0.872	0.159	0.005	0.667	0.009	0.007	0.137	0.138	49.6	49.5859	480.2
96	9.5	570	0.005	0.008	0.880	0.163	0.004	0.675	0.008	0.006	0.115	0.129	46.4	46.3914	480.2
97	9.6	576	0.006	0.010	0.890	0.167	0.005	0.684	0.009	0.007	0.138	0.127	45.7	45.6978	480.2
98	9.7	582	0.005	0.008	0.898	0.171	0.004	0.692	0.008	0.006	0.115	0.127	45.6	45.6107	480.2
99	9.8	588	0.006	0.010	0.907	0.176	0.005	0.701	0.009	0.007	0.139	0.127	45.7	45.6909	480.2
100	9.9	594	0.005	0.008	0.915	0.180	0.004	0.709	0.008	0.006	0.116	0.127	45.8	45.7947	480.2
101	10.0	600	0.005	0.008	0.923	0.184	0.004	0.717	0.008	0.006	0.116	0.119	42.8	42.7786	480.2
102	10.1	606	0.005	0.008	0.931	0.188	0.004	0.724	0.008	0.006	0.116	0.117	42.1	42.0986	480.2
103	10.2	612	0.005	0.008	0.939	0.192	0.004	0.732	0.008	0.006	0.117	0.117	42.0	42.0017	480.2
104	10.3	618	0.005	0.008	0.947	0.196	0.004	0.740	0.008	0.006	0.117	0.117	42.0	42.0496	480.2
105	10.4	624	0.004	0.006	0.954	0.199	0.003	0.746	0.006	0.005	0.094	0.108	39.0	38.9644	480.2
106	10.5	630	0.005	0.008	0.962	0.204	0.004	0.754	0.008	0.006	0.117	0.106	38.3	38.2564	480.2
107	10.6	636	0.005	0.008	0.970	0.208	0.004	0.761	0.008	0.006	0.118	0.115	41.3	41.3103	480.2
108	10.7	642	0.004	0.006	0.976	0.211	0.003	0.768	0.006	0.005	0.094	0.108	39.0	38.9549	480.2
109	10.8	648	0.005	0.008	0.984	0.215	0.004	0.775	0.008	0.006	0.118	0.107	38.4	38.4271	480.2
110	10.9	654	0.005	0.008	0.992	0.220	0.004	0.783	0.008	0.006	0.118	0.115	41.5	41.5431	480.2
111	11.0	660	0.004	0.006	0.998	0.223	0.003	0.789	0.006	0.005	0.095	0.109	39.2	39.1822	480.2
112	11.1	666	0.004	0.006	1.005	0.227	0.003	0.796	0.006	0.005	0.095	0.098	35.4	35.4397	480.2
113	11.2	672	0.005	0.008	1.013	0.231	0.004	0.803	0.008	0.006	0.119	0.105	37.8	37.7620	480.2
114	11.3	678	0.004	0.006	1.019	0.234	0.003	0.810	0.006	0.005	0.095	0.107	38.4	38.3868	480.2
115	11.4	684	0.004	0.006	1.026	0.238	0.003	0.816	0.006	0.005	0.096	0.098	35.4	35.3748	480.2
116	11.5	690	0.004	0.006	1.032	0.241	0.004	0.822	0.006	0.005	0.096	0.096	34.7	34.6615	480.2
117	11.6	696	0.004	0.006	1.038	0.245	0.004	0.828	0.006	0.005	0.096	0.096	34.5	34.5230	480.2
118	11.7	702	0.004	0.006	1.045	0.248	0.004	0.834	0.006	0.005	0.096	0.096	34.5	34.5278	480.2
119	11.8	708	0.004	0.006	1.051	0.252	0.004	0.841	0.006	0.005	0.096	0.096	34.6	34.5681	480.2
120	11.9	714	0.003	0.005	1.056	0.255	0.003	0.845	0.005	0.004	0.072	0.087	31.4	31.3658	480.2
121	12.0	720	0.004	0.006	1.062	0.258	0.004	0.851	0.006	0.005	0.096	0.085	30.6	30.5988	480.2
122	12.1	726	0.004	0.006	1.069	0.262	0.004	0.859	0.006	0.005	0.097	0.094	33.7	33.6913	480.2
123	12.2	732	0.003	0.005	1.074	0.265	0.003	0.862	0.005	0.004	0.072	0.087	31.2	31.2381	480.2
124	12.3	738	0.004	0.006	1.080	0.268	0.004	0.869	0.006	0.005	0.097	0.085	30.7	30.6575	480.2
125	12.4	744	0.004	0.006	1.086	0.272	0.004	0.875	0.006	0.005	0.097	0.094	33.8	33.8088	480.2
126	12.5	750	0.004	0.006	1.093	0.275	0.004	0.881	0.006	0.005	0.097	0.096	34.6	34.6333	480.2
127	12.6	756	0.004	0.006	1.099	0.279	0.004	0.887	0.006	0.005	0.097	0.097	34.9	34.8758	480.2
128	12.7	762	0.003	0.005	1.104	0.282	0.003	0.892	0.005	0.004	0.073	0.088	31.7	31.6668	480.2
129	12.8	768	0.004	0.006	1.110	0.286	0.004	0.898	0.006	0.005	0.097	0.086	30.9	30.9208	480.2
130	12.9	774	0.003	0.005	1.115	0.288	0.003	0.903	0.005	0.004	0.073	0.085	30.8	30.7526	480.2
131	13.0	780	0.004	0.006	1.122	0.292	0.004	0.909	0.006	0.005	0.098	0.085	30.7	30.7413	480.2
132	13.1	786	0.004	0.006	1.128	0.296	0.004	0.915	0.006	0.005	0.098	0.095	34.1	34.0623	480.2
133	13.2	792	0.003	0.005	1.133	0.299	0.003	0.920	0.005	0.004	0.073	0.088	31.6	31.6219	480.2
134	13.3	798	0.004	0.006	1.139	0.302	0.004	0.926	0.006	0.005	0.098	0.086	31.0	31.0418	480.2
135	13.4	804	0.004	0.006	1.146	0.306	0.004	0.933	0.006	0.005	0.098	0.095	34.2	34.2316	480.2
136	13.5	810	0.003	0.005	1.150	0.309	0.003	0.937	0.005	0.004	0.074	0.088	31.7	31.7460	480.2
137	13.6	816	0.003	0.005	1.155	0.312	0.003	0.942	0.005	0.004	0.074	0.077	27.8	27.8340	480.2
138	13.7	822	0.004	0.005	1.162	0.316	0.004	0.948	0.006	0.005	0.098	0.084	30.2	30.1976	480.2
139	13.8	828	0.003	0.005	1.166	0.319	0.003	0.953	0.005	0.004	0.074	0.086	30.8	30.8101	480.2
140	13.9	834	0.004	0.006	1.173	0.323	0.004	0.959	0.006	0.005	0.099	0.086	31.0	30.9919	480.2
141	14.0	840	0.003	0.005	1.178	0.325	0.003	0.964	0.005	0.004	0.074	0.086	31.1	31.0586	480.2
142	14.1	846	0.003	0.005	1.182	0.328	0.003	0.968	0.005	0.004	0.074	0.077	27.8	27.7663	480.2
143	14.2	852	0.004	0.006	1.189	0.332	0.004	0.975	0.006	0.005	0.099	0.084	30.3	30.3013	480.2
144	14.3	858	0.003	0.005	1.194	0.335	0.003	0.979	0.005	0.004	0.074	0.086	31.0	30.9558	480.2
145	14.4	864	0.003	0.005	1.198	0.338	0.003	0.984	0.005	0.004	0.074	0.077	27.8	27.8001	480.2
146	14.5	870	0.004	0.006	1.205	0.342	0.004	0.990	0.006	0.005	0.099	0.084	30.4	30.3786	480.2
147	14.6	876	0.003	0.005	1.210	0.345	0.003	0.995	0.005	0.004	0.074	0.086	31.0	31.0435	480.2
148	14.7	882	0.003	0.005	1.214	0.348	0.003	1.000	0.005	0.004	0.075	0.077	27.9	27.8801	480.2
149	14.8	888	0.004	0.006	1.221	0.352	0.004	1.006	0.006	0.005	0.099	0.085	30.5	30.4659	480.2
150	14.9	894	0.003	0.005	1.226	0.355	0.003	1.011	0.005	0.004	0.075	0.086	31.1	31.1322	480.2
151	15.0	900	0.003	0.005	1.230	0.358	0.003	1.015	0.005	0.004	0.075	0.078	28.0	27.9592	480.2
152	15.1	906	0.003	0.005	1.235	0.361	0.003	1.020	0.005	0.004	0.075	0.076	27.2	27.1828	480.2
153	15.2	912	0.004	0.006	1.242	0.365	0.004	1.026	0.006	0.005	0.100	0.084	30.4	30.3769	480.2
154	15.3	918	0.003	0.005	1.246	0.368	0.003	1.031	0.005	0.004	0.075	0.087	31.2	31.1948	480.2
155	15.4	924	0.003	0.005	1.251	0.371	0.003	1.036	0.005	0.004	0.075	0.078	28.0	28.0470	480.2
156	15.5	930	0.003	0.005	1.256	0.374	0.003	1.040	0.005	0.004	0.075	0.076	27.3	27.2764	480.2
157	15.6	936	0.003	0.005	1.261	0.377	0.003	1.045	0.005	0.004	0.075	0.075	27.1	27.1000	480.2
158	15.7	942	0.004	0.006	1.267	0.381	0.004	1.051	0.006	0.005	0.100	0.085	30.5	30.4580	480.2
159	15.8	948	0.003	0.005	1.272	0.384	0.003	1.056	0.005	0.004	0.075	0.087	31.3	31.3163	480.2
160	15.9	954	0.003	0.005	1.277	0.387	0.003	1.061	0.005	0.004	0.075	0.078	28.2	28.1634	480.2
161	16.0	960	0.003	0.005	1.282	0.390	0.003	1.066	0.005	0.004	0.075	0.076	27.4	27.3910	480.2
162	16.1	966	0.003	0.005	1.286	0.393	0.003	1.070	0.005	0.004	0.075	0.076	27.2	27.2137	480.2
163	16.2	972	0.003	0.005	1.291	0.396	0.003	1.075	0.005	0.004	0.075	0.076	27.2	27.1849	480.2
164	16.3	978	0.003	0.005	1.296	0.399	0.003	1.080	0.005	0.004	0.076	0.076	27.2	27.1933	480.2
165	16.4	984	0.003	0.005	1.301	0.402	0.003	1.084	0.005	0.004	0.076	0.076	27.2	27.2108	480.2
166	16.5	990	0.003	0.005	1.306	0.405	0.003	1.089	0.005	0.004	0.076	0.076	27.2	27.2305	480.2
167	16.6	996	0.003	0.005	1.310	0.408	0.003	1.094	0.005	0.004	0.076	0.076	27.3	27.2506	480.2
168	16.7	1002	0.003	0.005	1.315	0.411	0.003	1.098	0.005	0.004	0.076	0.076	27.3	27.2708	480.2
169	16.8	1008	0.003	0.005	1.320	0.415	0.003	1.103	0.005	0.004	0.076	0.076	27.3	27.2909	480.2
170	16.9	1014	0.003	0.005	1.325	0.418	0.003	1.108	0.005	0.004	0.076	0.076	27.3	27.3108	480.2
171	17.0	1020	0.003	0.005	1.330	0.421	0.003	1.113	0.005	0.004	0.076	0.076	27.3	27.3307	480.2
172	17.1	1026	0.003	0.005	1.334	0.424	0.003	1.117	0.005	0.004	0.076	0.076	27.4	27.3504	480.2
173	17.2	1032	0.003	0.005	1.339	0.427	0.003	1.122	0.005	0.004	0.076	0.076	27.4	27.3700	480.2
174	17.3	1038	0.003	0.005	1.344	0.430	0.003	1.127	0.005	0.004	0.076	0.076	27.4	27.3895	480.2
175	17.4	1044	0.003	0.005	1.349	0.433	0.003	1.131	0.005	0.004	0.076	0.076	27.4	27.4089	480.2
176	17.5	1050	0.003	0.005	1.354	0.436	0.003	1.136	0.005	0.004	0.076	0.076	27.4	27.4281	480.2
177	17.6	1056	0.003	0.005	1.358	0.440	0.003	1.141	0.005	0.004	0.076	0.076	27.4	27.4472	480.2
178	17.7	1062	0.002	0.003	1.362	0.442	0.002	1.144	0.003	0.003	0.051	0.067	24.0	24.0302	480.2
179	17.8	1068	0.003	0.005	1.366	0.445	0.003	1.149	0.005	0.004	0.076	0.064	23.2	23.1878	480.2
180	17.9	1074	0.003	0.005	1.371	0.448	0.003	1.153	0.005	0.004	0.076	0.073	26.4	26.4249	480.2
181	18.0	1080	0.003	0.005	1.376	0.451	0.003	1.158	0.005	0.004	0.076	0.076	27.2	27.2482	480.2
182	18.1	1086	0.003	0.005	1.381	0.454	0.003	1.163	0.005	0.004	0.077	0.076	27.5	27.4679	480.2

183	18.2	1092	0.002	0.003	1.384	0.457	0.002	1.166	0.003	0.003	0.051	0.067	24.1	24.0898	480.2
184	18.3	1098	0.003	0.005	1.389	0.460	0.003	1.171	0.005	0.004	0.077	0.065	23.3	23.2568	480.2
185	18.4	1104	0.003	0.005	1.394	0.463	0.003	1.175	0.005	0.004	0.077	0.074	26.5	26.5068	480.2
186	18.5	1110	0.003	0.005	1.398	0.466	0.003	1.180	0.005	0.004	0.077	0.076	27.3	27.3329	480.2
187	18.6	1116	0.002	0.003	1.402	0.468	0.002	1.183	0.003	0.003	0.051	0.067	24.1	24.0978	480.2
188	18.7	1122	0.003	0.005	1.406	0.471	0.003	1.188	0.005	0.004	0.077	0.065	23.3	23.3002	480.2
189	18.8	1128	0.003	0.005	1.411	0.475	0.003	1.193	0.005	0.004	0.077	0.074	26.6	26.5672	480.2
190	18.9	1134	0.002	0.003	1.414	0.477	0.002	1.196	0.003	0.003	0.051	0.066	23.9	23.9361	480.2
191	19.0	1140	0.003	0.005	1.419	0.480	0.003	1.201	0.005	0.004	0.077	0.065	23.3	23.2894	480.2
192	19.1	1146	0.003	0.005	1.424	0.483	0.003	1.205	0.005	0.004	0.077	0.074	26.6	26.5998	480.2
193	19.2	1152	0.002	0.003	1.427	0.485	0.002	1.208	0.003	0.003	0.051	0.067	24.0	23.9736	480.2
194	19.3	1158	0.003	0.005	1.432	0.489	0.003	1.213	0.005	0.004	0.077	0.065	23.3	23.3279	480.2
195	19.4	1164	0.002	0.003	1.435	0.491	0.002	1.216	0.003	0.003	0.051	0.064	23.2	23.1737	480.2
196	19.5	1170	0.003	0.005	1.440	0.494	0.003	1.221	0.005	0.004	0.077	0.064	23.1	23.1459	480.2
197	19.6	1176	0.003	0.005	1.445	0.497	0.003	1.226	0.005	0.004	0.077	0.074	26.6	26.6202	480.2
198	19.7	1182	0.002	0.003	1.448	0.500	0.002	1.229	0.003	0.003	0.051	0.067	24.0	24.0254	480.2
199	19.8	1188	0.003	0.005	1.453	0.503	0.003	1.234	0.005	0.004	0.077	0.065	23.4	23.3873	480.2
200	19.9	1194	0.002	0.003	1.456	0.505	0.002	1.237	0.003	0.003	0.052	0.065	23.2	23.2348	480.2
201	20.0	1200	0.003	0.005	1.461	0.508	0.003	1.242	0.005	0.004	0.077	0.064	23.2	23.2071	480.2
202	20.1	1206	0.002	0.003	1.464	0.510	0.002	1.245	0.003	0.003	0.052	0.064	23.2	23.2072	480.2
203	20.2	1212	0.003	0.005	1.469	0.514	0.003	1.249	0.005	0.004	0.077	0.064	23.2	23.2176	480.2
204	20.3	1218	0.002	0.003	1.472	0.516	0.002	1.253	0.003	0.003	0.052	0.065	23.2	23.2271	480.2
205	20.4	1224	0.002	0.003	1.475	0.518	0.002	1.256	0.003	0.003	0.052	0.055	19.8	19.7518	480.2
206	20.5	1230	0.003	0.005	1.480	0.521	0.003	1.260	0.005	0.004	0.078	0.062	22.4	22.3778	480.2
207	20.6	1236	0.002	0.003	1.483	0.524	0.002	1.264	0.003	0.003	0.052	0.064	23.0	23.0411	480.2
208	20.7	1242	0.003	0.005	1.488	0.527	0.003	1.268	0.005	0.004	0.078	0.064	23.2	23.2171	480.2
209	20.8	1248	0.002	0.003	1.491	0.529	0.002	1.271	0.003	0.003	0.052	0.065	23.3	23.2678	480.2
210	20.9	1254	0.002	0.003	1.494	0.531	0.002	1.275	0.003	0.003	0.052	0.055	19.8	19.7945	480.2
211	21.0	1260	0.003	0.005	1.499	0.535	0.003	1.279	0.005	0.004	0.078	0.062	22.4	22.4289	480.2
212	21.1	1266	0.002	0.003	1.502	0.537	0.002	1.283	0.003	0.003	0.052	0.064	23.1	23.0941	480.2
213	21.2	1272	0.002	0.003	1.506	0.539	0.002	1.286	0.003	0.003	0.052	0.055	19.8	19.7697	480.2
214	21.3	1278	0.003	0.005	1.510	0.542	0.003	1.290	0.005	0.004	0.078	0.062	22.4	22.4459	480.2
215	21.4	1284	0.002	0.003	1.514	0.545	0.002	1.294	0.003	0.003	0.052	0.064	23.1	23.1215	480.2
216	21.5	1290	0.002	0.003	1.517	0.547	0.002	1.297	0.003	0.003	0.052	0.055	19.8	19.7949	480.2
217	21.6	1296	0.003	0.005	1.522	0.550	0.003	1.301	0.005	0.004	0.078	0.062	22.5	22.4750	480.2
218	21.7	1302	0.002	0.003	1.525	0.553	0.002	1.305	0.003	0.003	0.052	0.064	23.2	23.1515	480.2
219	21.8	1308	0.002	0.003	1.528	0.555	0.002	1.308	0.003	0.003	0.052	0.055	19.8	19.8206	480.2
220	21.9	1314	0.002	0.003	1.531	0.557	0.002	1.311	0.003	0.003	0.052	0.053	19.0	18.9930	480.2
221	22.0	1320	0.002	0.003	1.534	0.559	0.002	1.314	0.003	0.003	0.052	0.052	18.8	18.7912	480.2
222	22.1	1326	0.003	0.005	1.539	0.563	0.003	1.319	0.005	0.004	0.078	0.062	22.3	22.2594	480.2
223	22.2	1332	0.002	0.003	1.542	0.565	0.002	1.322	0.003	0.003	0.052	0.064	23.1	23.1328	480.2
224	22.3	1338	0.002	0.003	1.546	0.567	0.002	1.325	0.003	0.003	0.052	0.055	19.8	19.8439	480.2
225	22.4	1344	0.002	0.003	1.549	0.569	0.002	1.328	0.003	0.003	0.052	0.053	19.0	19.0267	480.2
226	22.5	1350	0.002	0.003	1.552	0.572	0.002	1.331	0.003	0.003	0.052	0.052	18.8	18.8274	480.2
227	22.6	1356	0.002	0.003	1.555	0.574	0.002	1.335	0.003	0.003	0.052	0.052	18.8	18.7826	480.2
228	22.7	1362	0.002	0.003	1.558	0.576	0.002	1.338	0.003	0.003	0.052	0.052	18.8	18.7764	480.2
229	22.8	1368	0.002	0.003	1.562	0.578	0.002	1.341	0.003	0.003	0.052	0.052	18.8	18.7798	480.2
230	22.9	1374	0.002	0.003	1.565	0.581	0.002	1.344	0.003	0.003	0.052	0.052	18.8	18.7856	480.2
231	23.0	1380	0.002	0.003	1.568	0.583	0.002	1.347	0.003	0.003	0.052	0.052	18.8	18.7919	480.2
232	23.1	1386	0.002	0.003	1.571	0.585	0.002	1.350	0.003	0.003	0.052	0.052	18.8	18.7984	480.2
233	23.2	1392	0.002	0.003	1.574	0.587	0.002	1.353	0.003	0.003	0.052	0.052	18.8	18.8050	480.2
234	23.3	1398	0.002	0.003	1.578	0.590	0.002	1.357	0.003	0.003	0.052	0.052	18.8	18.8114	480.2
235	23.4	1404	0.002	0.003	1.581	0.592	0.002	1.360	0.003	0.003	0.052	0.052	18.8	18.8179	480.2
236	23.5	1410	0.002	0.003	1.584	0.594	0.002	1.363	0.003	0.003	0.052	0.052	18.8	18.8244	480.2
237	23.6	1416	0.002	0.003	1.587	0.597	0.002	1.366	0.003	0.003	0.052	0.052	18.8	18.8308	480.2
238	23.7	1422	0.002	0.003	1.590	0.599	0.002	1.369	0.003	0.003	0.052	0.052	18.8	18.8372	480.2
239	23.8	1428	0.002	0.003	1.594	0.601	0.002	1.372	0.003	0.003	0.052	0.052	18.8	18.8436	480.2
240	23.9	1434	0.002	0.003	1.597	0.603	0.002	1.376	0.003	0.003	0.052	0.052	18.8	18.8499	480.2
241	24.0	1440	0.002	0.003	1.600	0.606	0.002	1.379	0.003	0.003	0.052	0.052	18.9	18.8563	480.2
														Max Storage Req=	480.2 C.F.

PRIVATE ROAD NETWORK DRAWINGS FOR PALOMINO MAJOR PLAT, PHASE 3

Prepared By

WESTERN PACIFIC ENGINEERING & SURVEY

VICINITY MAP

BENCH MARK LISTING

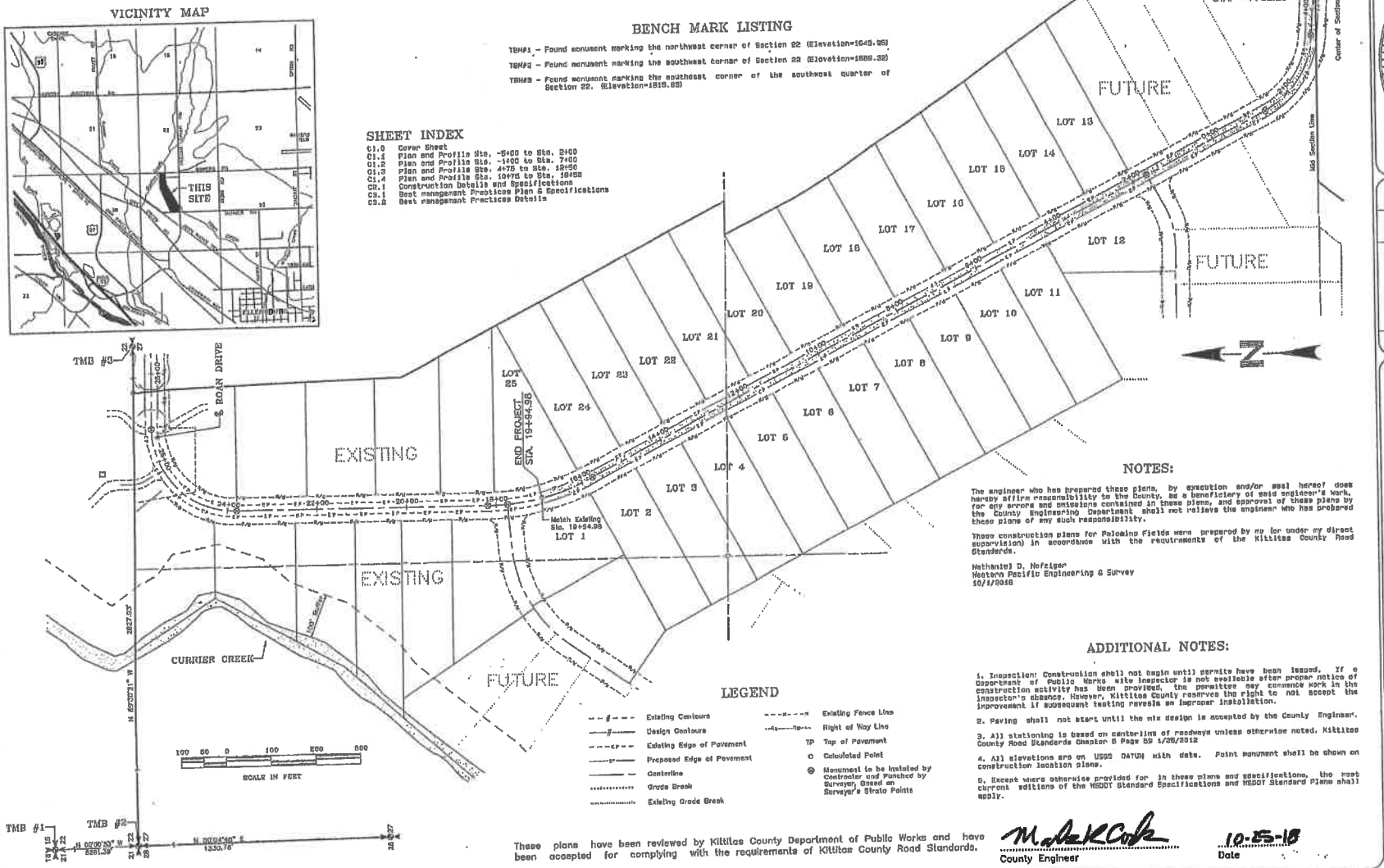
TBM#1 – Found monument marking the northwest corner of Section 22 (Elevation=1645.95)

TBM#2 – Found monument marking the southwest corner of Section 22 (Elevation=1685.32)

TBM#3 – Found monument marking the southeast corner of the southwest quarter of Section 22. (Elevation=1815.68)

SHEET INDEX

C1.0 Cover Sheet
C1.1 Plan and Profile Sta. -5+00 to Sta. 2+00
C1.2 Plan and Profile Sta. -14+00 to Sta. 7+00
C1.3 Plan and Profile Sta. 4+75 to Sta. 12+50
C1.4 Plan and Profile Sta. 10+75 to Sta. 18+50
C2.1 Construction Details and Specifications
C2.1 Best management Practices Plan & Specifications
C2.2 Best management Practices Details



LEGEND

- Existing Contours
- Design Contours
- Existing Edge of Pavement
- Proposed Edge of Pavement
- Centerline
- Grade Break
- Existing Grade Break
- Existing Fence Line
- Right of Way Line
- TP Top of Pavement
- Calculated Point
- Monument to be installed by Contractor and Punched by Surveyor, Based on Surveyor's Strata Points

NOTES:

The engineer who has prepared these plans, by execution and/or seal hereof does hereby affirm responsibility to the County, as a beneficiary of said engineer's work, for any errors and omissions contained in these plans, and approval of these plans by the County Engineering Department shall not relieve the engineer who has prepared these plans of any such responsibility.

These construction plans for Palomino Fields were prepared by me (or under my direct supervision) in accordance with the requirements of the Kittitas County Road Standards.

Nathaniel D. Hofziger
Western Pacific Engineering & Survey
10/1/2018

ADDITIONAL NOTES:

1. Inspection: Construction shall not begin until permits have been issued. If a Department of Public Works site inspector is not available after proper notice of construction activity has been provided, the permittee may commence work in the inspector's absence. However, Kittitas County reserves the right to not accept the improvement if subsequent testing reveals an improper installation.

2. Paving shall not start until the mix design is accepted by the County Engineer.

3. All stationing is based on centerline of roadways unless otherwise noted. Kittitas County Road Standards Chapter 5 Page 5B 1/25/2012

4. All elevations are on USGS DATUM with date. Point monument shall be shown on construction location plans.

5. Except where otherwise provided for in these plans and specifications, the most current editions of the WSDOT Standard Specifications and WSDOT Standard Plans shall apply.

These plans have been reviewed by Kittitas County Department of Public Works and have been accepted for complying with the requirements of Kittitas County Road Standards.

Mark K Cook
County Engineer

10-25-18
Date

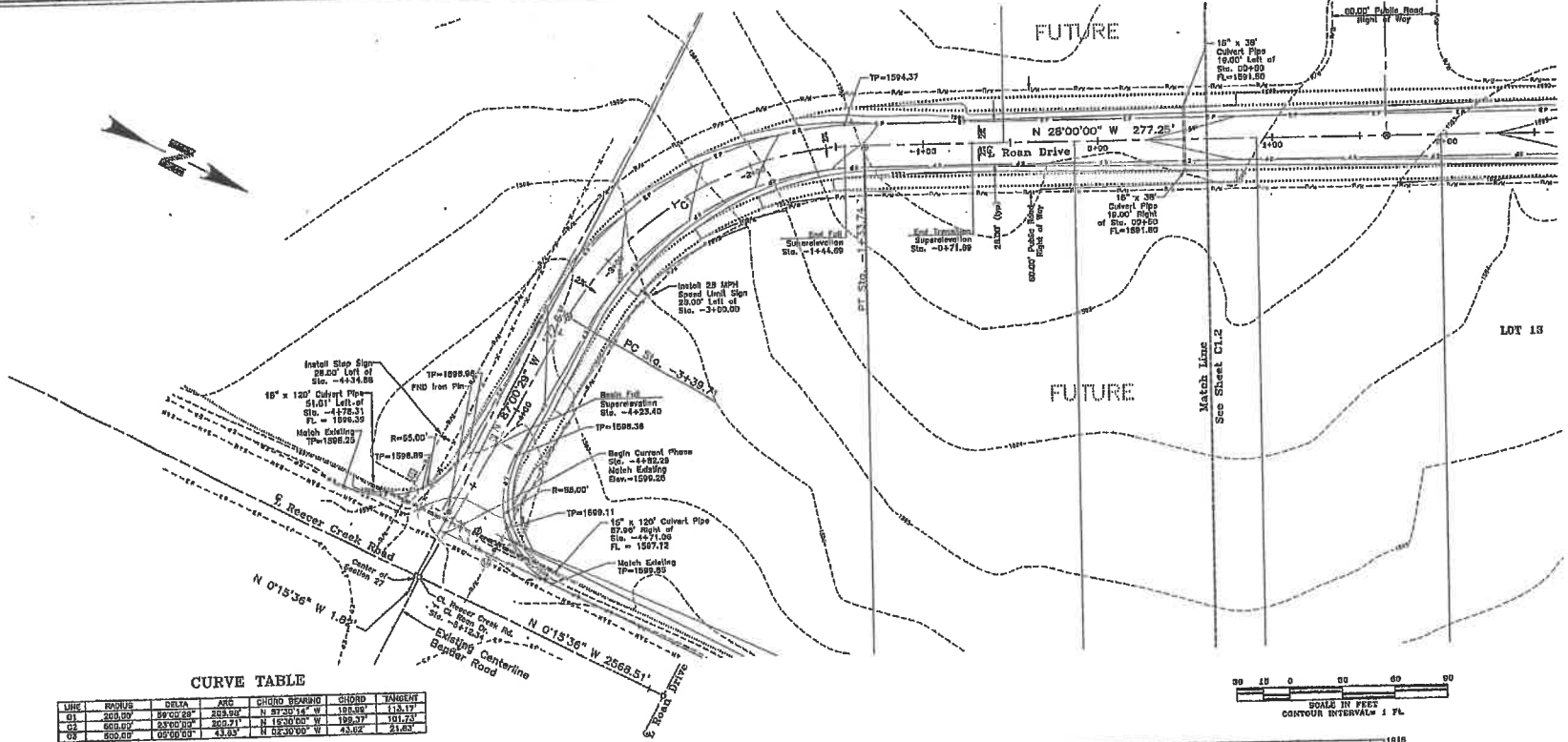
WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES, INC. COMPANY
1128 E. Lincoln, Suite 4 Yakima, Washington 98901
T(509)575-1023 F(509)575-1268
Surveyor in Washington and Idaho

No.	Revision	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
ROAN DRIVE IMPROVEMENTS
Cover Sheet
Kittitas County Washington

Designed by NDH
Drawn by NDH/JAG
Checked by NDH
Project No. 18419
Date: October 2018
Scale:
Hor. 1" = 100'
Vert. 1" = N/A
Res 27, T 18 N, R 18 E

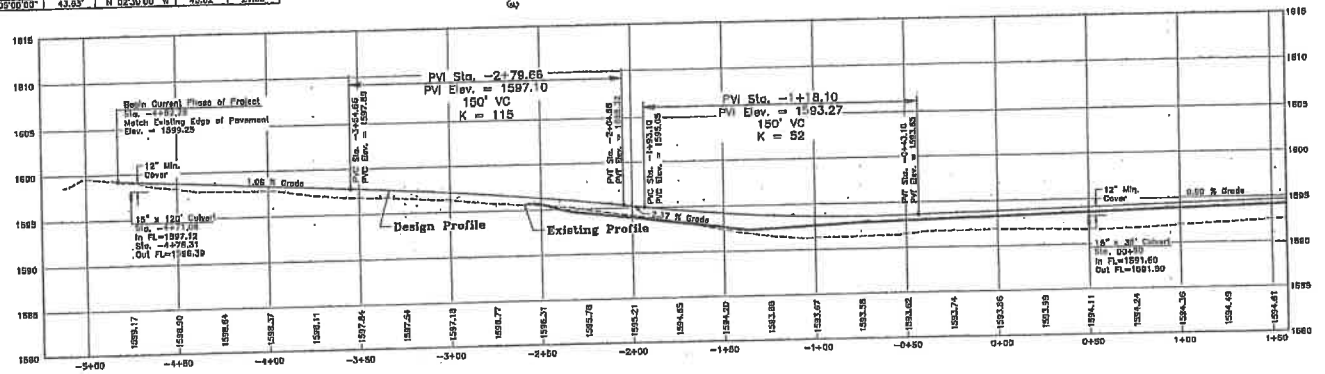
SHEET NO.
C1.0
181827



CURVE TABLE

LINE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD	TANGENT
C1	200.00'	59°00'29"	205.96'	N 57°30'14" W	196.99'	113.17'
C2	600.00'	23°00'00"	300.71'	N 15°30'00" W	298.37'	151.73'
C3	500.00'	05°00'00"	43.63'	N 02°30'00" W	43.62'	21.83'

SCALE IN FEET
CONTOUR INTERVAL= 1 FT.



10/25/18

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DAVE GROUP COMPANY
1508 Lakeway Drive, Suite 2000, Lewiston, Idaho 83501
(208)798-1023 FAX(208)798-1298
Services in Washington and Idaho

No.	Revisions	Date	By

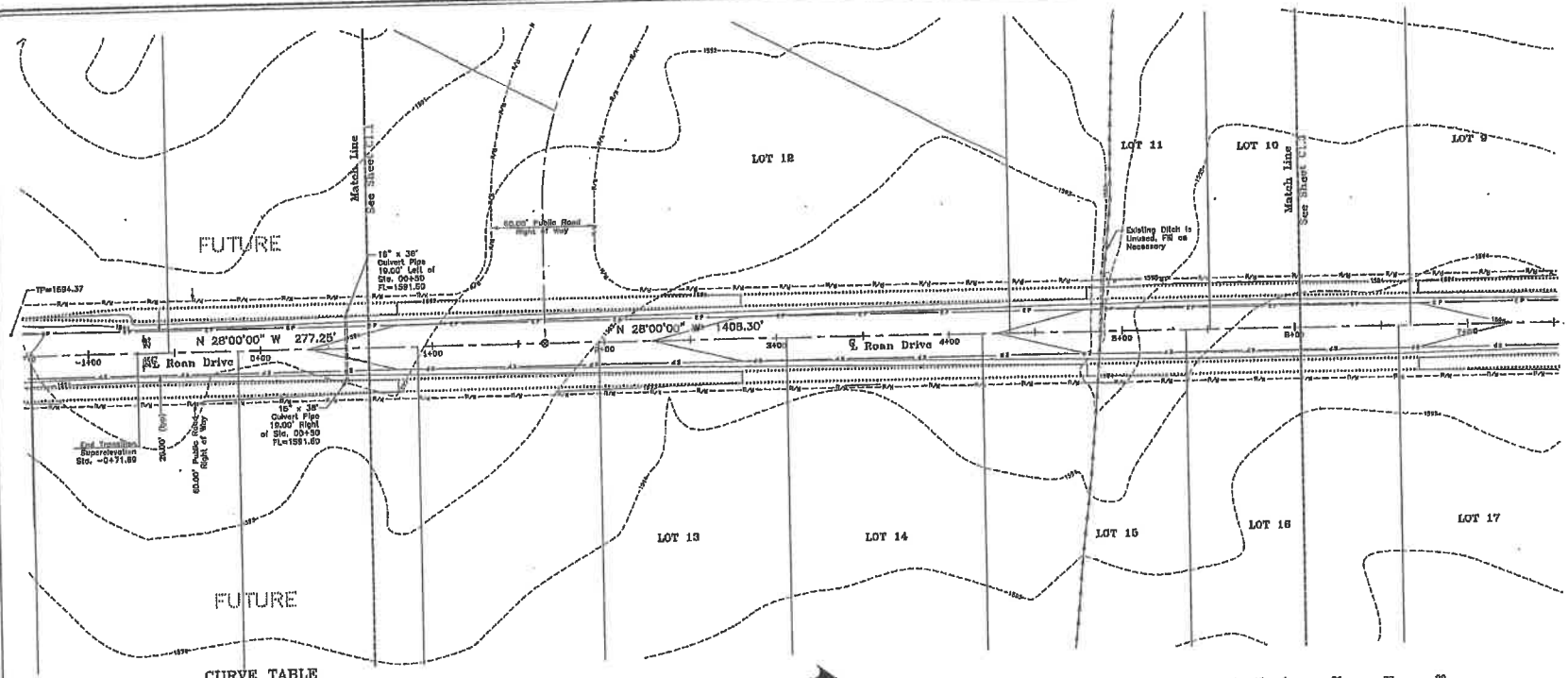
LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
ROAN DRIVE IMPROVEMENTS
Plan and Profile Sta. -5+00 to Sta. 2+00

Whitman County, Washington

Designed by NDN
Drawn by Toni/JAG
Checked by NDN
Project No. 18418
Date: October 2018
Scale:
Hor. 1" = 50'
Vert. 1" = 5'
Sec 27, T 19 N, R 39 E

SHEET NO.
C1.1

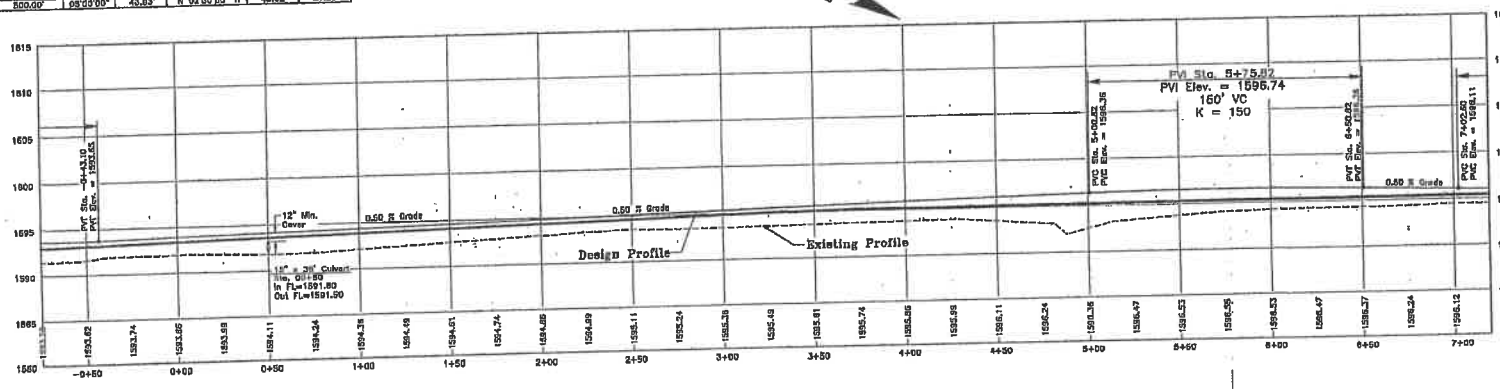
181027



CURVE TABLE

LINE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD	TANGENT
C1	200.00'	59°00'29"	205.99'	N 57°30'14" W	196.99'	113.17'
C2	200.00'	57°00'00"	200.71'	N 16°30'00" W	192.37'	191.73'
C3	500.00'	05°00'00"	43.63'	N 02°30'00" W	43.62'	21.83'

SCALE IN FEET
CONTOUR INTERVAL= 1 FT.



10/25/10

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1329 E. Kincaid, Suite 102, Mount Vernon, Washington 98273
P(360)755-1123 F(360)755-1289
Services in Washington and Idaho

No.	Revision	Date	By

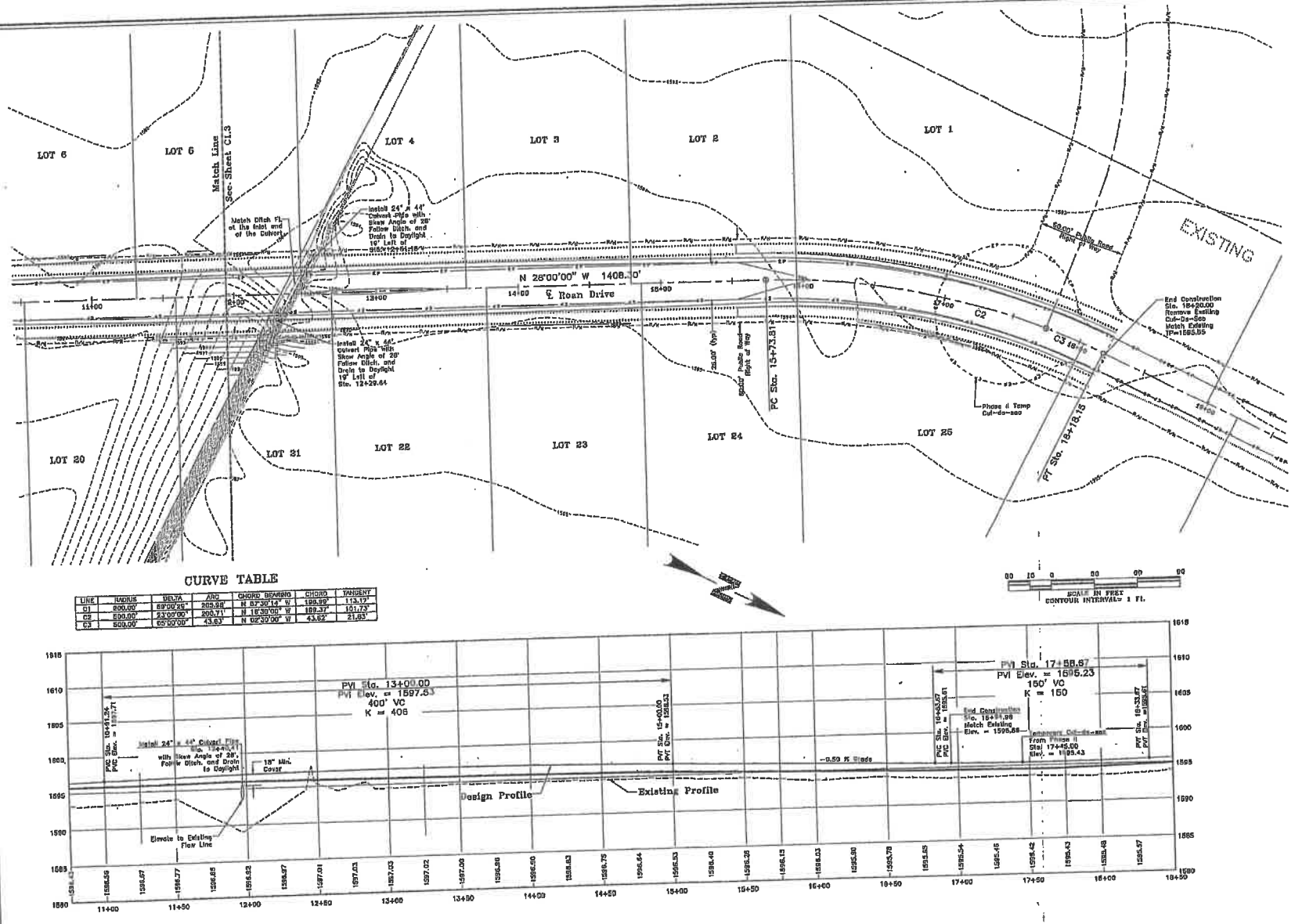
LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
ROAN DRIVE IMPROVEMENTS
Plan and Profile Sta. -1+00 to Sta. 7+00
Kittitas County Washington

Designed by NDH
Drawn by Tml/JAG
Checked by NDH
Project No. 10410
Date: October 2010
Scale:
Hor. 1" = 50'
Vert. 1" = 5'
Sec 27, T 18 N, R 18 E

SHEET NO.
C1.2

181527

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
ROAN DRIVE IMPROVEMENTS
Plan and Profile Sta. 4+75 to Sta. 12+50
Kittitas County
Designed by MHN
Drawn by Tml/AHB
Checked by MHN
Project No. 18413
Date October 2018
Scale Hor. 1" = 40'
Vert. 1" = 4'
Sec 07, T 18 N, R 10 E
SHEET NO.
C1.3
1818P7
Revisions
No. Revision Date By
WESTERN PACIFIC
ENGINEERING & SURVEY
A TEXAS DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T(509)765-1023 F(509)765-1256
Serving to Exceed your Goals
Match Line See Sheet C1.4
Match Line See Sheet C1.2
Roan Drive
N 28°00'00" W 1408.30'
℄ Roan Drive
80.00' Public Road Right of Way
26.00' (typ)
Existing Ditch to Remain, Flow to Roadway
Install 24" x 44' Culvert Pipe with Miter Angle at 28° Downward Slope and Drain to Daylight 19' Left of ℄ Sta. 10+44.44
Install 24" x 44' Culvert Pipe with Miter Angle at 28° Downward Slope and Drain to Daylight 19' Left of ℄ Sta. 10+44.44
Match Ditch Fl. at the Inlet and at the Culvert
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
CURVE TABLE
LINE RADIUS DELTA ARC CHORD BEARING CHORD TANGENT
C1 800.00' 29°00'28" 404.88' N 87°30'14" W 400.58' 206.73'
C2 800.00' 23°00'00" 300.71' N 68°30'00" W 298.72' 152.23'
C3 150.00' 69°00'00" 43.43' N 62°30'00" W 43.62' 24.84'
Design Profile
Existing Profile
PVI Sta. 8+52.60
PVI Elev. = 1595.36
300' VC
K = 305
PVI Sta. 8+73.82
PVI Elev. = 1598.74
150' VC
K = 150
PVC Sta. 7+02.63
PVC Elev. = 1588.11
PVT Sta. 8+50.82
PVT Elev. = 1596.38
PVC Sta. 10+02.60
PVC Elev. = 1594.08
PVT Sta. 10+91.24
PVT Elev. = 1592.71
0.50 % Grade
0.65 % Grade
Elevate to Existing Flow Line
Install 24" x 44' Culvert Pipe with Miter Angle at 28° Follow Ditch, and Drain to Daylight.
18" Min. Cover
BOXES IN FEET
CONTOUR INTERVALS 1 Ft.



10/25/18

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T.(509)765-1223 F.(509)765-1238

No.	Revision	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
ROAN DRIVE IMPROVEMENTS
Plan and Profile Sta. 10+75 to Sta. 18+50
Washington
Kittitas County

Designed by NDN
Drawn by Tml/JAG
Checked by NDN
Project No. 18418
Date: October 2018
Scale:
Hor. 1" = 30'
Vert. 1" = 3'
Sec 27, T 18 N, R 18 E

SHEET NO.
C1.4

181827

GENERAL SPECIFICATIONS

The Washington State Department of Transportation "Standard Specifications for Road, Bridge and Municipal Construction" 2018 Edition as amended by the APWA and the Kittitas County Public Works Road Standards, and referred to as the "Standard Specifications", are hereby part of the contract including these contract plans shall be brought to the attention of Western Pacific Engineering & Survey, Inc. and the Kittitas County Public Works, prior to construction. During the performance of the work, if the contractor discovers any conflict, error, ambiguity, or discrepancy within the contract plans, contractor shall report it immediately, in writing, to Western Pacific Engineering & Survey, Inc., and to the responsible agency's designated engineer. The Standard Specifications can be obtained at the following web sites:

http://www.wsdot.wa.gov/publications/manuals/
http://www.co.kittitas.wa.us/public-works/development

Responsible Agencies:

Evergreen Valley Utilities:
All water mains and lines.

Kittitas County Public Works:
All roadways from the existing edge of pavement and all other utility work within the County Road Right of Way.

Kittitas County Building Department:
All other aspects of construction.

Prior to the start of construction, a pre-construction conference shall be scheduled with the contractor, the developer's design engineer, city personnel and any effected utilities and agencies.

Special Provisions:

The following special provisions and responsible agency standards amend the Standard Specifications. The contractor shall do all work in accordance with the contract plans, these special provisions, responsible agency standards, and the Standard Specifications.

1-05.4 Conformity with and Deviations from Plans:

Construction staking shall be performed under the direct supervision of a licensed Professional Surveyor. A copy of the staking notes will be provided to the responsible agency.

The Contractor shall keep the surveyor informed of their staking requirements far enough in advance of the time when the staken will be required to provide a reasonable amount of time to set the stakes. Requests for stakes shall be made at least two working days prior to the need to commence staking operations. The request shall include the offset distance and direction.

As-Constructed Drawings shall be prepared and submitted to the Kittitas County Engineer by the Design Engineer upon completion of the construction.

1-06.1 Approval of Materials:

Delete the first paragraph and replace with the following: The Contractor shall submit a written list of all materials to the design engineer prior to construction. Submittals for all non-standard materials used in the project shall be reviewed and approved by the governing agency prior to use. The contractor shall provide materials submitted for all non-standard materials to the responsible agencies. All materials shall be approved by the design engineer and the agency prior to the start of construction.

1-06.2(1) Samples and Tests for Acceptance:

Modify the section as follows: The Ward Engineer or Project engineer shall refer to the owner and their designated inspector.

Special inspection shall be as follows, unless modified by the design engineer due to field conditions.

1. Soil subgrade shall be randomly tested for compaction with a minimum of one test per 10,000 square feet but no less than three tests in any given area.
2. Embankment and trench backfill shall be randomly tested for compaction on every four feet of lift.
3. Each layer of rock base shall be randomly tested for compaction with a minimum of one test per 10,000 square feet but no less than three tests in any given area.
4. Each layer of asphalt shall be randomly tested for compaction with a minimum of one test per 5,000 square feet but no less then three tests in any given area.
5. Soil subgrade on roadways shall be randomly tested for compaction with a minimum of three tests per each five hundred feet of roadway.
6. Concrete pavements shall have a minimum compressive strength at 28 days of 4000 psi. One set of four cylinders shall be cast for every 100 cubic yards of concrete poured per day. Individual concrete slabs, walkways and pads containing less than 1.5 cubic yards of concrete need not be tested.

1-07.1 Laws to be Observed:

This Section is supplemented by adding the following:

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the site or who may be effected by the work;
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations related to the safety of persons or property including WISHA and OSHA regulations.

It is the responsibility of the Contractor to obtain all necessary permits and pay all associated fees to perform the work required by these plans.

1-07.1 Laws to be Observed Continued:

Before commencing construction, the contractor must have a Kittitas County Construction bond in the amount of 125 percent of the estimated construction costs. When a letter of credit or cash is used, the amount covered shall be for 110 percent of the estimated construction costs as reviewed by the County Engineer.

Construction Permit: Prior to construction the contractor shall obtain the permit and pay to Kittitas County a fee as required.

1-07.16 Protection and Restoration of Property:

This Section is supplemented by adding the following: If any unknown subsurface structures are encountered during construction, they shall immediately be brought to the attention of the owner and prior to processing further with the work. protective measures shall be taken by the contractor to protect adjacent properties, public and private, at all times during construction. The contractor shall take all necessary precautions to control dust to meet the requirements of the responsible agency. Hydrant meter, irrigation equipment and any fees are the responsibility of the contractor.

All disturbed soils areas within the clearing limits shall be covered with a minimum of 4" of stockpiled strippings and seeded with native grass seed as per the table located on sheet C2.2

1-07.17 Utilities and Similar Facilities:

This Section is supplemented by adding the following: The contractor shall be responsible for verifying the location, dimension and depth of all existing utilities prior to construction, whether shown on the contract plans or not. Locations of said utilities as shown on the contract plans are based upon the best-known records available and are subject to a degree of unknown variation. If conflict should occur, the contractor shall immediately advise the design engineer to prepare a design revision. Approval of the design revision from the engineer and design engineer shall be obtained prior to proceeding with construction. It is the contractor's responsibility to notify the appropriate utilities involved prior to the start of any excavation. Call 811 for utility locates two working days prior to excavation. The contractor shall make all necessary arrangements for construction of utilities shown on the contract plans and/or indicated in the contract document, the contract plans and/or indicated in the contract document, the contractor shall perform all work with the serving utility. The contractor shall perform all work and shall furnish and install all materials as required by the utility. In cases where the serving utility furnishes materials and/or installs some components, the contractor shall furnish and/or install all other items of work not provided by the utility that are necessary for a complete and functioning utility system.

1-08.0 Preposition and Progress: Preliminary Matters:

This Section is supplemented with the following: The contractor shall have and maintain on the job site during the performance of the work complete sets or copies of the following documents:

1. Contract plans which have been signature approved by the Engineer;
2. Responsible agency standards applicable to the construction operations; and
3. One set of record drawings

All work shall be constructed according to the approved contract plans and standard specifications. Any deviation from the approved contract plans will require written approval from the engineer. The contractor shall keep and maintain on the site one set of record drawings. The contractor shall mark on the record drawings all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract plans. When construction is complete, the record drawings shall be submitted to the design engineer for use in preparing permanent record drawings.

The contractor shall obtain and have available, copies of the applicable responsible agency standards at the job site during the related construction operations.

2-01 Clearing, Grubbing and Roadside Cleanup:

The description shall be supplemented as follows: clearing, grubbing, stripping and cleanup shall be performed in accordance with 2-01 within the following limits: to the limits shown on Sheets 3.1 and 3.1. Clearing - prior to the start of any earthwork, all existing vegetation, debris, rubble, asphalt pavement, etc., shall be removed from the project area and disposed of at an approved waste site secured by the contractor. Excavation and grading outside of the right-of-way shall comply with the current edition of the International Building Code. All slopes shall be a maximum of 2 horizontal to 1 vertical (2H:1V unless otherwise noted on the contract plans.

2-01.3(2) Disposal Method No. 2 - Waste Site:

Supplement the following to Section 2-01.3(2): The contracting agency provides no waste site to the contractor.

2-03 Excavation and Embankment:

This Section is revised and supplemented by the following: Prior to any excavation, including trenching, strip the topsoil as provided in section 2-01. The subgrade for embankments shall be prepared by stripping topsoil as provided in Section 2-01 and then compact (proof roll) the subgrade to at least 95 percent of the maximum density. Embankment material shall be native soils less than 12" in greatest diameter.

Compaction - All materials and layers shall be placed and compacted to 95% in loose layers not exceeding eight inches in thickness. The contractor shall be responsible for importing and/or exporting all materials as required to construct the earthwork and surfacing to the lines and grades shown on the approved contract plans. In areas of proposed landscaping. compaction need not exceed 90%.

2-03.3(7) Disposal of Surplus Material:

Supplement the following: Excess native soils may be placed on the surrounding lots.

Excess native strippings may be placed on the site as shown as discussed herein. Excess strippings beyond what can be placed on site shall be removed from the project site.

2-03.3(14)D Compaction and Moisture Control Tests:

This Section is replaced with the following: Materials with 35 percent or more retained on the No. 4 sieve shall be determined by the WSDOT Test Method T606. This variation does not modify standard testing procedures that are defined by WSDOT or AASHTO. Maximum density and optimum moisture for materials of 35 percent or less retained on the No. 4 sieve shall be determined by the ASTM D1557 test method for maximum density/optimum moisture. The contractor shall provide all necessary excavation, vibratory compaction equipment, and labor to facilitate the taking compaction tests. The contractor shall provide all necessary test pits and additional work as directed by the owners representative. The contractor shall provide the responsible agency an opportunity to be present during compaction testing. All compaction results shall be with referral to required maximum densities.

4-04.3(5) Shaping and Compaction:

Replace the first sentence of the first paragraph with the following: Immediately following spreading and final shaping, each layer of surfacing shall be compacted at least 95 percent of the density determined by the control tests. In areas of proposed landscaping, compaction need not exceed 90%.

5-04.3(5)A Preparation of Existing Surfaces:

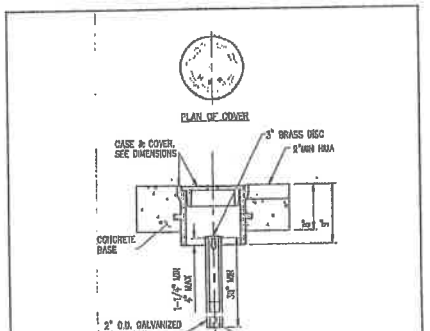
Add the following: A tack coat shall be applied to all asphalt edges to which bituminous surface treatment is to be applied.

8-02.3(5)C and 8-04.3(5)D Soil Residual Herbicide:

Soil sterilization shall be applied in areas to be paved. Keep 2-feet minimum clear of existing and proposed landscape areas. Apply at manufacture's recommended rate to assure 3-inches minimum penetration.

8-04.3(13) Surface Smoothness:

Add the following: Ponding or "birdbaths" exceeding one quarter inch in depth in surfaced areas shall not be acceptable and shall be accepted by the contractor.

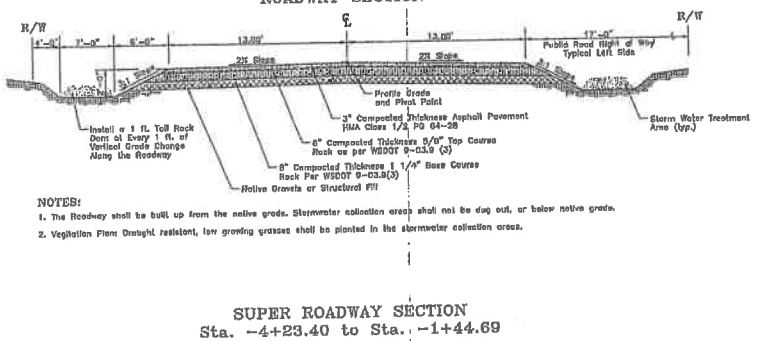


NOTES:

1. Refer to Kittitas County Standard Plan for Survey Monuments.
2. Brass discs shall be set by a professional land surveyor licensed by the State of Washington and shall bear the license number of the land surveyor responsible for setting the monument.
3. Monument case and cover shall be cast iron ASTM A48 Class 30.
4. Legend cover shall be 5/8" raised integrally cast 1" letter height with a min face width of 3/16".
5. The brass disc shall be oriented so it can be read if the observer is facing north.

MONUMENT
WESTERN PACIFIC ENGINEERING & SURVEY
08/2018
B

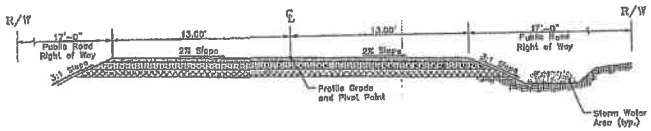
ROADWAY SECTION



NOTES:

1. The Roadway shall be built up from the native grade. Stormwater collection areas shall not be dug out, or below native grade.
2. Vegetation Plans Drought resistant, low growing grasses shall be planted in the stormwater collection areas.

SUPER ROADWAY SECTION
Sta. -4+23.40 to Sta. -1+44.69



10/25/18

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Surveying in Washington and Idaho

No.	Revision	Date	By

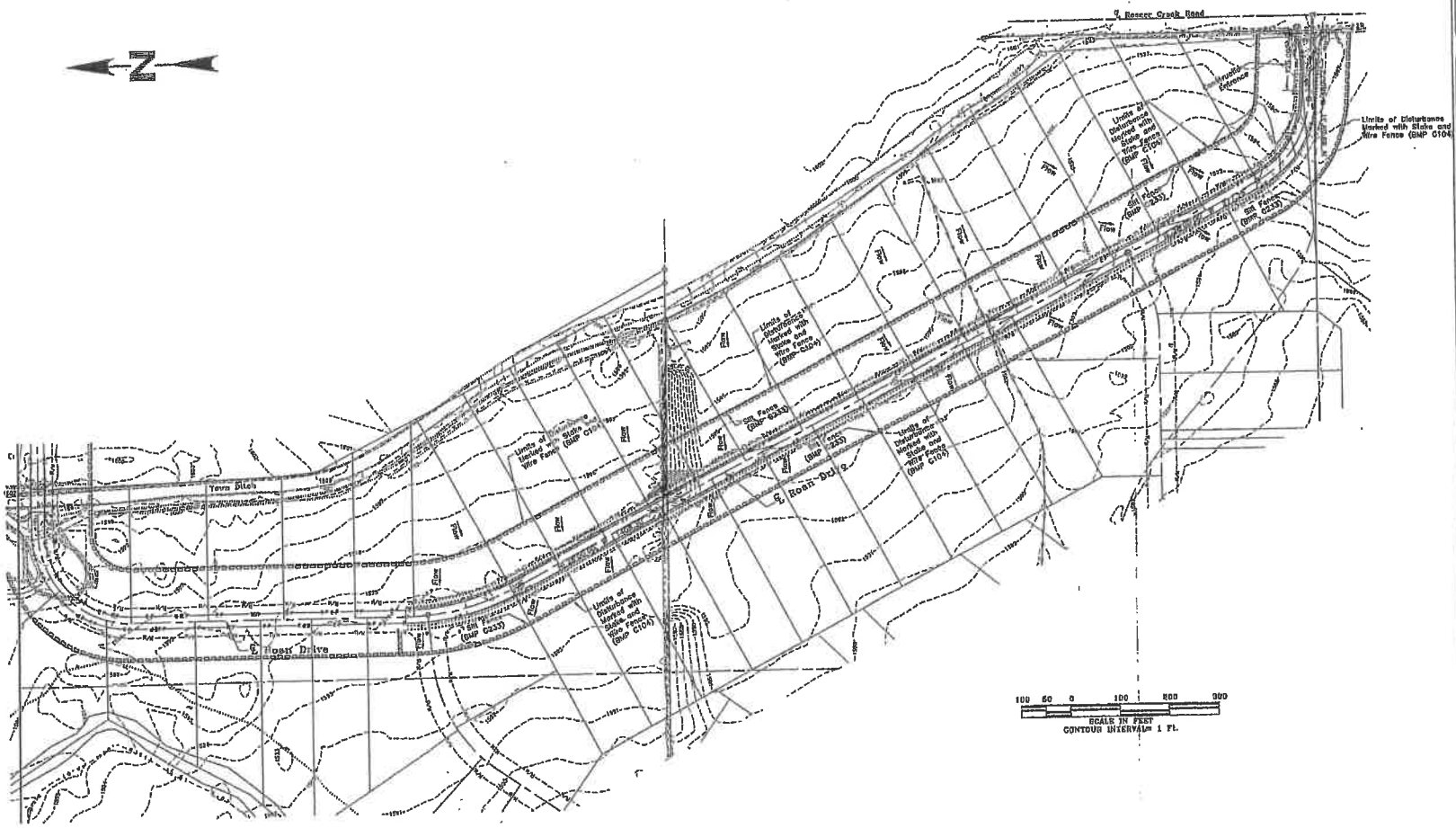
LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
ROAN DRIVE IMPROVEMENTS
Construction Details and Specifications
Kittitas County Washington

Designed by NBN
Drawn by Tml/AG
Checked by NBN
Project No. 18419
Date: October 2018
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 27, T 18 N, R 20 E

SHEET NO.
C2.1

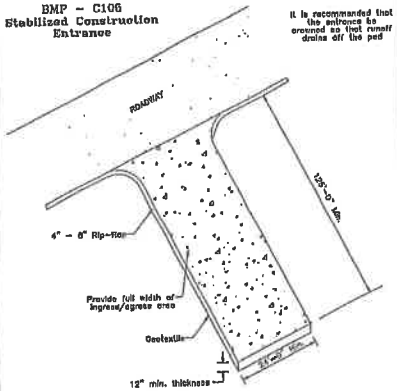
181827

File: ~ Project Docs: N:\2018\Drawing\Phase 3\18419-Subdivision.dwg Dec 17, 2018


N
℄ Rosser Creek Road
Limits of Disturbance Marked with Stake and Wire Fence (BMP C104)
Limits of Disturbance Marked with Stake and Wire Fence (BMP C104)
Limits of Disturbance Marked with Stake and Wire Fence (BMP C104)
Limits of Disturbance Marked with Stake and Wire Fence (BMP C104)
Limits of Disturbance Marked with Stake and Wire Fence (BMP C104)
Silt Fence (BMP C233)
Silt Fence (BMP C233)
Silt Fence (BMP C233)
Silt Fence (BMP C233)
Silt Fence (BMP C233)
Inlet Protection (BMP C220)
Inlet Protection (BMP C220)
Inlet Protection (BMP C220

BMP – C106
Stabilized Construction Entrance

It is recommended that the entrance be crowned so that runoff drains off the pad



CONSTRUCTION ENTRANCE

04/2018 E-1

WESTERN PACIFIC ENGINEERING & SURVEY

8" – 10" precip – Loamy/Limited Rock Shrub-Steppe

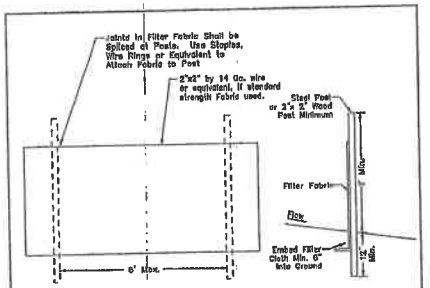
Common Name	Botanical Name	Seeding Method		
		Hydro-Seed	Broadcast	Drill
Bluebunch Wheatgrass	Pseudoroegneria spicata	12	3	6
Bottlebrush Squirreltail	Elymus elymoides	2	1	1
Sandberg Bluegrass	Poa secunda	2	1	1
Big Basin Wild Rye	Elymus multisetus	4	2	1.5
Idaho Fescue	Festuca idahoensis	4	1	0.5
Prairie Junegrass	Koeleria cristata	1	1	1/2
Sandberg Bluegrass	Poa secunda	1	1	1/2
Slenderbeard Wheatgrass	Elymus trachycaulus ssp.	8	3	1.5
	Total lbs./Acre	30	20	11

Basin Wildrye — *Leymus cinereus* — *(drive parameter at site/area in swales and wire riparian areas)*

NATIVE SEEDING CHART

07/2018 E-2

WESTERN PACIFIC ENGINEERING & SURVEY



GEOTEXTILE STANDARDS

Polymeric Mesh AOS (ASTM D4751)	0.60 mm maximum for silt film wovens (#30 sieve). 0.30 mm maximum for all other geotextile types (#50 sieve). 0.15 mm minimum for all fabrics types (#100 sieve)
Water Permittivity (ASTM D4491)	0.02 /sec minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. Minimum for extra strength fabric.
	100 lbs. Minimum for standard strength fabric.
Grab Tensile Strength (ASTM D4632)	30% minimum
Ultraviolet Resistance (ASTM D4355)	70% minimum

NOTE:
Conforms to Eastern Washington Storm Water Manual BMP – C233 for a Silt Fence

SILT FENCE

04/2018 E-3

WESTERN PACIFIC ENGINEERING & SURVEY

10/23/18

WESTERN PACIFIC ENGINEERING & SURVEY
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Sprague Avenue, Spokane, Washington
Telephone (509) 535-1976 Fax (509) 535-1979
Services in Washington and Idaho

No.	Revision	Date	By

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 3
Best Management Practices
Details

Kittitas County Washington

Designed by NBH
Drawn by TML/JAG
Checked by NBH
Project No. 16610
Date: October 2018
Scale:
Hor. 1" = N/A
Vert. 1" = N/A
Sec 27, T 18 N, R 18 E

SHEET NO.
C3.2

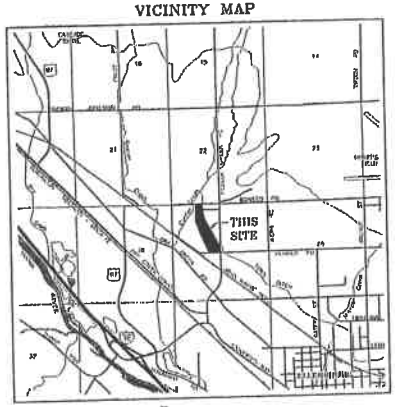
181627

PRIVATE ROAD NETWORK DRAWINGS FOR PALOMINO MAJOR PLAT, PHASE II

Prepared By

WESTERN PACIFIC ENGINEERING & SURVEY

VICINITY MAP



BENCH MARK LISTING

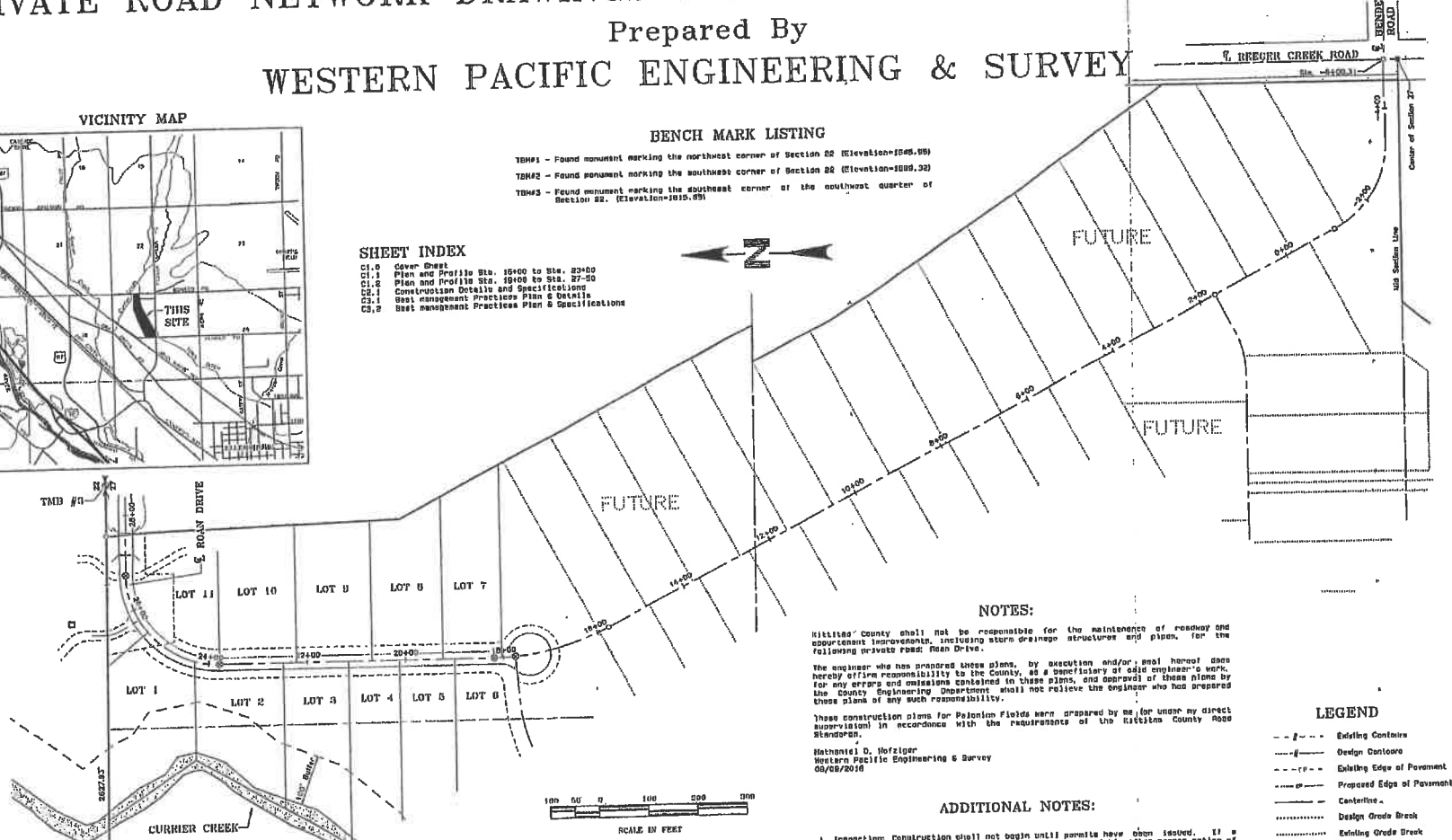
TBM#1 – Found monument marking the northwest corner of Section 22 (Elevation=1565.95)

TBM#2 – Found monument marking the southwest corner of Section 22 (Elevation=1889.32)

TBM#3 – Found monument marking the southeast corner of the southwest quarter of Section 22. (Elevation=1815.89)

SHEET INDEX

C1.0 Cover Sheet
C1.1 Plan and Profile Sta. 15+00 to Sta. 23+00
C1.2 Plan and Profile Sta. 19+00 to Sta. 27+50
C2.1 Construction Details and Specifications
C3.1 Best management Practices Plan & Details
C3.2 Best management Practices Plan & Specifications



NOTES:

Kittitas County shall not be responsible for the maintenance of roadway and appurtenant improvements, including storm drainage structures and pipes, for the following private road: Roan Drive.

The engineer who has prepared these plans, by execution and/or seal hereof does hereby affirm responsibility to the County, as a beneficiary of said engineer's work, for any errors and omissions contained in these plans, and approval of these plans by the County Engineering Department shall not relieve the engineer who has prepared these plans of any such responsibility.

These construction plans for Palomino Fields were prepared by me (or under my direct supervision) in accordance with the requirements of the Kittitas County Road Standards.

Nathaniel D. Hofziger
Western Pacific Engineering & Survey
08/08/2018

ADDITIONAL NOTES:

1. Inspections: Construction shall not begin until permits have been issued. If a Department of Public Works site inspector is not available after proper notice of construction activity has been provided, the permittee may commence work in the inspector's absence. However, Kittitas County reserves the right to not accept the improvement if subsequent testing reveals an improper installation.

2. Paving shall not start until the mix design is accepted by the County Engineer.

3. All stationing is based on centerline of roadways unless otherwise noted. Kittitas County Road Standards Chapter 8 Page 89 1/25/2012

4. All elevations are on USGS DATUM with date. Point monument shall be shown on construction location plans.

5. Except where otherwise provided for in these plans and specifications, the most current editions of the WSDOT Standard Specifications and WSDOT Standard Plans shall apply.

LEGEND

- Existing Contours
- Design Contours
- Existing Edge of Pavement
- Proposed Edge of Pavement
- Centerline
- Design Grade Break
- Existing Grade Break
- Existing Fence Line
- TP Top of Pavement
- Calculated Point
- Monument to be installed by Contractor, and Punched by Surveyor, Based on Surveyor's Strata Points

These plans have been reviewed by Kittitas County Department of Public Works and have been accepted for complying with the requirements of Kittitas County Road Standards.

County Engineer

08-28-2018
Date

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02	County Review Comments - 2	08/28	NBH
01	County Review Comments	06/18	NBH
		Date	By

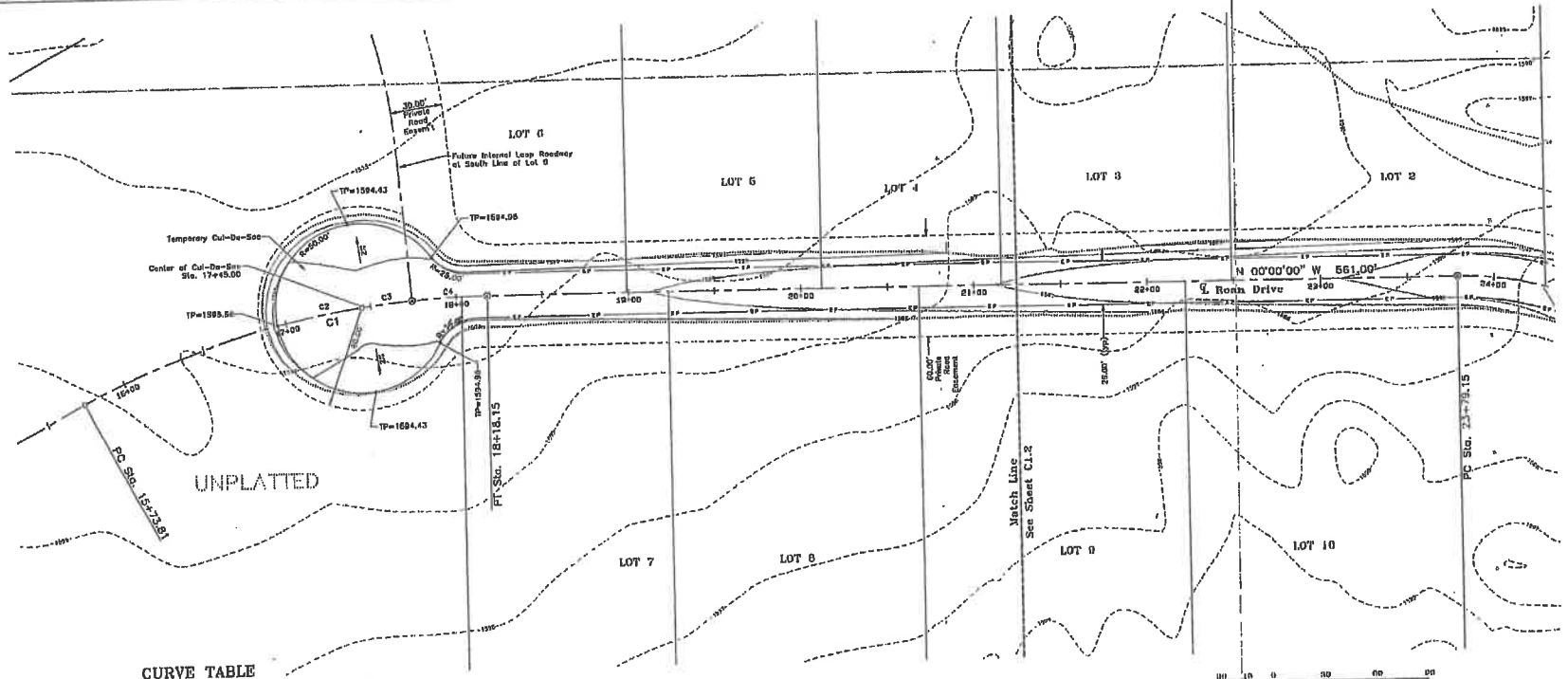
Kittitas County, Washington

LCU, INC.
PALOMINO MAJOR PLAT, PHASE II
ROAN DRIVE IMPROVEMENTS
Cover Sheet

Designed by NBH
Drawn by NBH/AAG
Checked by NBH
Project No. 18418
Date: July 2018
Scales:
Hor. 1" = 100'
Vert. 1" = N/A
Sec 27, T 19 N, R 19 E

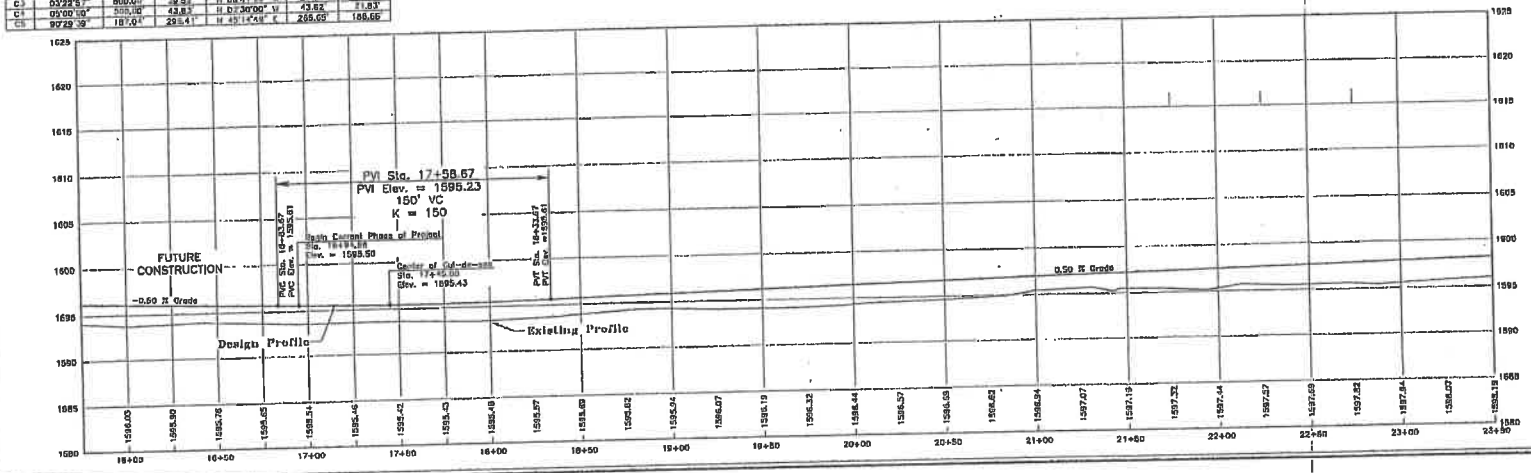
SHEET NO.
C1.0

161827



CURVE TABLE

LINE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	25°00'00"	500.00'	244.35'	N 14°00'00" W	242.32'	124.84'
C2	19°37'01"	500.00'	171.19'	N 16°11'29" W	170.39'	86.44'
C3	03°22'59"	500.00'	29.51'	N 06°41'59" W	29.51'	14.79'
C4	05°00'00"	500.00'	43.63'	N 02°30'00" W	43.62'	21.83'
C5	90°29'39"	187.01'	295.41'	N 45°14'49" E	265.69'	188.66'



No.	Revision	Date	By
02	County Review 2 Comments	08/15	NDN
01	County Review Comments	06/15	NDN

LCU, INC.
PALOMINO MAJOR PLAT, PHASE 2
ROAN DRIVE IMPROVEMENTS
Plan and Profile Sta. 16+00 to Sta. 23+00

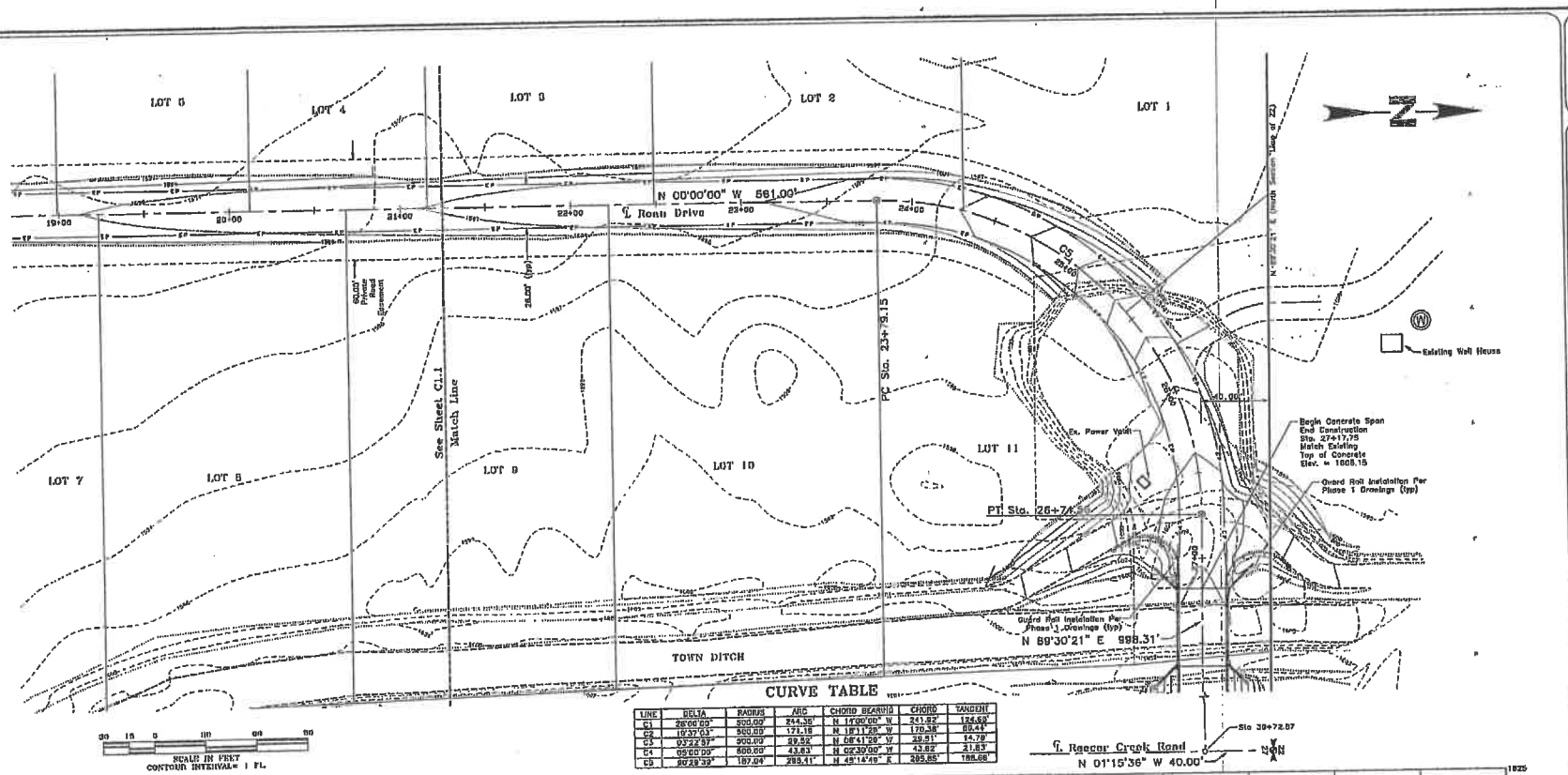
Kittitas County Washington

Designed by NDN
Drawn by TmI/NDN
Checked by NDN
Project No. 18418
Date April 2018
Scales
Hor. 1" = 50'
Vert. 1" = 5'
Sec 27, T 19 N, R 18 E

SHEET NO.
C1.1

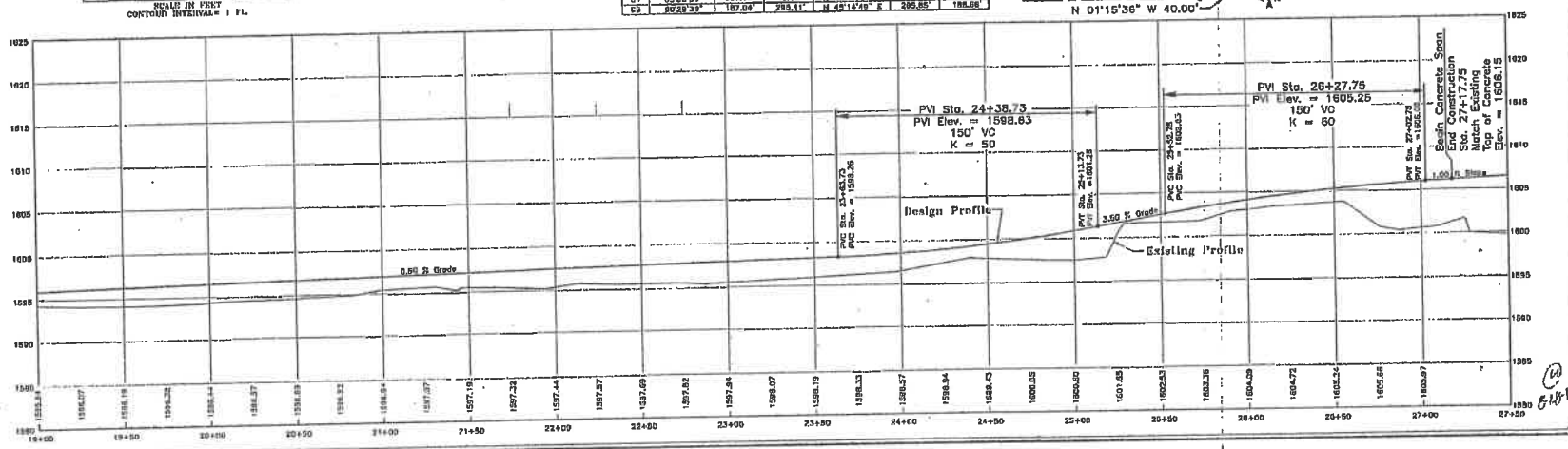
181027

B-2818



CURVE TABLE

LINE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	28°00'00"	500.00'	244.35'	N 14°00'00" W	241.92'	124.69'
C2	19°37'03"	500.00'	171.18'	N 18°11'28" W	170.38'	86.44'
C3	03°22'57"	500.00'	29.52'	N 08°41'28" W	29.51'	14.79'
C4	05°00'00"	500.00'	43.63'	N 02°30'00" W	43.62'	21.83'
C5	90°29'39"	187.00'	295.31'	N 49°14'49" E	265.65'	188.68'



No.	Revisions	Date	By
02	County Review Comments - 2	08/15	NDN
01	County Review Comments	06/15	NDN

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LCU, INC.
PALOMINO MAJOR PLAT, PHASE 2
ROAN DRIVE IMPROVEMENTS
Plan and Profile Sta. 19+00 to Sta. 27+50
Washington
Kittitas County

Designed by NDN
Drawn by Tml/NDN
Checked by NDN
Project No. 10419
Date April 2015
Scales
Hor. 1" = 20'
Vert. 1" = 5'
Sec 27, T 18 N, R 18 E

SHEET NO.
C1.2

151627

GENERAL SPECIFICATIONS

The Washington State Department of Transportation "Standard Specifications for Road, Bridge and Municipal Construction" 2010 Edition as amended by the APWA and the Kittitas County Public Works Road Standards, and referred to as the "Standard Specifications", are hereby part of the contract plans. Any inconsistency in the parts of the contract including these contract plans shall be brought to the attention of Western Pacific Engineering & Survey, Inc. and the Kittitas County Public Works, prior to construction. During the performance of the work, if the contractor discovers any conflict, error, ambiguity, or discrepancy within the contract plans, contractor shall report it immediately, in writing, to Western Pacific Engineering & Survey, Inc., and to the responsible agency's designated engineer. The Standard Specifications can be obtained at the following web sites:

http://www.wsdot.wa.gov/publications/manuals/
http://www.co.kittitas.wa.us/public-works/development

Responsible Agencies:

Evergreen Valley Utilities:
All water mains and lines.

Kittitas County Public Works:
All roadways from the existing edge of pavement and all other utility work within the County Road Right of Way.

Kittitas County Building Department:
All other aspects of construction.

Prior to the start of construction, a pre-construction conference shall be scheduled with the contractor, the developer's design engineer, city personnel and any affected utilities and agencies.

Special Provisions:

The following special provisions and responsible agency standards amend the Standard Specifications. The contractor shall do all work in accordance with the contract plans, these special provisions, responsible agency standards, and the Standard Specifications.

1-05.4 Conformity with and Deviations from Plans:

Construction staking shall be performed under the direct supervision of a licensed Professional Surveyor. A copy of the staking notes will be provided to the responsible agency.

The Contractor shall keep the surveyor informed of their staking requirements far enough in advance of the time when the stakes will be required to provide a reasonable amount of time to set the stakes. Requests for stakes shall be made at least two working days prior to the need to commence staking operations. The request shall include the offset distance and direction.

As-Constructed Drawings shall be prepared and submitted to the Kittitas County Engineer by the Design Engineer upon completion of the construction.

1-06.1 Approval of Materials:

Delete the first paragraph and replace with the following: The Contractor shall submit a written list of all materials to the design engineer prior to construction. Submittals for all non-standard materials used on the project shall be reviewed and approved by the governing agency prior to use. The contractor shall provide materials submitted for all non-standard materials to the respective agencies. All materials shall be approved by the design engineer and the agency prior to the start of construction.

1-08.2(1) Samples and Tests for Acceptance:

Modify the section as follows: The word Engineer or Project engineer shall refer to the owner and their designated inspector.

Special inspection shall be as follows, unless modified by the design engineer due to field conditions.

1. Soil subgrade shall be randomly tested for compaction with a minimum of one test per 10,000 square feet but no less than three tests in any given area.
2. Embankment and trench backfill shall be randomly tested for compaction on every four feet of lift.
3. Each layer of rock base shall be randomly tested for compaction with a minimum of one test per 10,000 square feet but no less than three tests in any given area.
4. Each layer of asphalt shall be randomly tested for compaction with a minimum of one test per 5,000 square feet but no less than three tests in any given area.
5. Soil subgrade on roadways shall be randomly tested for compaction with a minimum of three tests per each five hundred feet of roadway.
6. Concrete pavements shall have a minimum compressive strength at 28 days of 4000 psi. One set of four cylinders shall be cast for every 100 cubic yards of concrete poured per day. Individual concrete steps, walkways and pads containing less than 1.5 cubic yards or of concrete need not be tested.

1-07.1 Laws to Be Observed:

This Section is supplemented by adding the following:

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the site or who may be affected by the work;
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations related to the safety of persons or property including WISHA and OSHA regulations.

It is the responsibility of the Contractor to obtain all necessary permits and pay all associated fees to perform the work required by these plans.

1-07.1 Laws to Be Observed Continued:

Before commencing construction, the contractor must have a Kittitas County Construction bond in the amount of 125 percent of the estimated construction costs. When a letter of escrow or cash is used, the amount covered shall be for 125 percent of the estimated construction costs as reviewed by the Public Works Director.

Construction Permit: Prior to construction the contractor shall obtain the permit and pay to Kittitas County a fee as required.

1-07.16 Protection And Restoration of Property:

This Section is supplemented by adding the following: If any unknown subsurface structures are encountered during construction, they shall immediately be brought to the attention of the owner and prior to proceeding further with the work, protective measures shall be taken by the contractor to protect adjacent properties, public and private, at all times during construction. The contractor shall take all necessary precautions to control dust to meet the requirements of the responsible agency. Hydrant meter, irrigation equipment and any fees are the responsibility of the contractor.

All disturbed soils areas within the clearing limits shall be covered with a minimum of 4" of stockpiled strippings and seeded with native grass seed as per the table located on sheet C0.5

1-07.17 Utilities and Similar Facilities:

This Section is supplemented by adding the following: The contractor shall be responsible for verifying the location, dimension and depth of all existing utilities prior to construction, whether shown on the contract plans or not. Locations of said utilities as shown on the contract plans are based upon the best-known records available and are subject to a degree of unknown variation. If conflict should occur, the contractor shall immediately advise the design engineer to prepare a design revision. Approval of the design revision from the engineer and design engineer shall be obtained prior to proceeding with construction. It is the contractor's responsibility to notify the appropriate utilities involved prior to the start of any excavation. Call 811 for utility locates two working days prior to excavation. The contractor shall make all necessary arrangements, for construction of utilities shown on the contract plans and/or indicated in the contract document, with the serving utility. The contractor shall perform all work and shall furnish and install all materials as required by the utility. In cases where the serving utility furnishes materials and/or installs some components, the contractor shall furnish and/or install all other items of work not provided by the utility that are necessary for a complete and functioning utility system.

1-08.0 Preservation and Progress; Preliminary Matters:

This Section is supplemented with the following: The contractor shall have and maintain on the job site during the performance of the work complete sets or copies of the following documents:

1. Contract plans which have been signature approved by the Engineer.
2. Responsible agency standards applicable to the construction operations; and
3. One set of record drawings

All work shall be constructed according to the approved contract plans and standard specifications. Any deviation from the approved contract plans will require written approval from the engineer. The contractor shall keep and maintain on the site one set of record drawings. The contractor shall mark on the record drawings all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract plans. When construction is complete, the record drawings shall be submitted to the design engineer for use in preparing permanent record drawings.

The contractor shall obtain and have available, copies of the applicable responsible agency standards at the job site during the related construction operations.

2-01 Clearing, Grubbing and Roadside Cleanup:

The description shall be supplemented as follows: Clearing, grubbing, stripping and cleanup shall be performed in accordance with 2-01 within the following limits: to the limits shown on Sheets 3.1 and 3.2. Clearing - prior to the start of any earthwork. All existing vegetation, debris, rubble, asphalt pavement, etc., shall be removed from the project area and disposed of at an approved waste site secured by the contractor. Excavation and grading outside of the right-of-way shall comply with the current edition of the International Building Code. All slopes shall be a minimum of 3 horizontal to 1 vertical (3H:1V unless otherwise noted on the contract plans.

2-01.2(2) Disposal Method No. 2 - Waste Site:

Supplement the following to Section 2-01.2(2): The contracting agency provides no waste site to the contractor.

2-03 Excavation and Embankment:

This Section is revised and supplemented by the following: Prior to any excavation, including trenching, strip the topsoil as provided in section 2-01. The subgrade for embankments shall be prepared by stripping topsoil as provided in Section 2-01 and then compact (proof roll) the subgrade to at least 95 percent of the maximum density. Embankment material shall be native soils less than 12" in greatest diameter.

Compaction - All materials and layers shall be placed and compacted to 95% in loose layers not exceeding eight inches in thickness. The contractor shall be responsible for importing and/or exporting all materials as required to construct the earthwork and surfacing to the lines and grades shown on the approved contract plans. In areas of proposed landscaping, compaction need not exceed 90%.

2-03.3(7) Disposal of Surplus Materials:

Supplement the following: Excess native soils may be placed on the surrounding lots.

Excess native strippings may be placed on the site as shown as discussed herein. Excess strippings beyond what can be placed on site shall be removed from the project site.

2-03.3(14)C Compaction and Moisture Control Tests:

This Section is replaced with the following: Materials with 35 percent or more retained on the No. 4 sieve shall be determined by the WSDOT Test Method T606. This variation does not modify standard testing procedures that are defined by WSDOT or AASHTO. Maximum density and optimum moisture for materials of 35 percent or less retained on the No. 4 Sieve shall be determined by the ASTM D1557 test method for maximum density/optimum moisture. The contractor shall provide all necessary excavation, vibratory compaction equipment, and labor to facilitate the taking compaction tests. The contractor shall provide all necessary test pits and additional work as directed by the owners representative. The contractor shall provide the responsible agency an opportunity to be present during compaction testing. All compaction results shall be with reference to required maximum densities.

4-04.3(8) Shaping and Compaction:

Replace the first sentence of the first paragraph with the following: Immediately following spreading and final shaping, each layer of surfacing shall be compacted at least 95 percent of the density determined by the control tests. In areas of proposed landscaping, compaction need not exceed 90%.

8-04.3(8)A Preparation of Existing Surfaces:

Add the following: A tack coat shall be applied to all asphalt edges to which Bituminous surface treatment is to be applied.

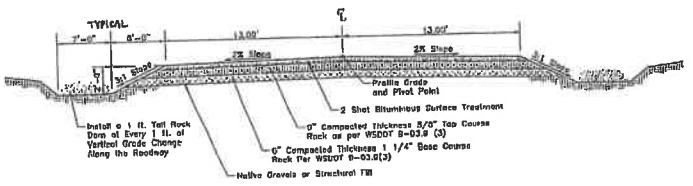
8-02.3(2)C and 8-04.3(8)D Soil Residual Herbicide:

Soil sterilization shall be applied in areas to be paved. Keep 2-foot minimum clear of existing and proposed landscape areas. Apply at manufacturer's recommended rate to assure 3-inches minimum penetration.

8-04.3(9) Surface Smoothness:

Add the following: Ponding or "birdbaths" exceeding one quarter inch in depth in surfaced areas shall not be acceptable and shall be accepted by the contractor.

ROADWAY SECTION


TYPICAL
7'-0"
8'-0"
13.00'
13.00'
2% Slope
2% Slope
3:1 Slope
3:1 Slope
Pvmt
Pvmt
Pvmt

WAR303696
Palomino Fields
W of Reecer Creek Rd btwn Bowers/Bender Rd
Ellensburg Kittitas

Issuance Date: November 18, 2015
Effective Date: January 1, 2016
Expiration Date: December 31, 2020

CONSTRUCTION STORMWATER GENERAL PERMIT

National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity

State of Washington
Department of Ecology
Olympia, Washington 98504

In compliance with the provisions of
Chapter 90.48 Revised Code of Washington
(State of Washington Water Pollution Control Act)
and
Title 33 United States Code, Section 1251 et seq.
The Federal Water Pollution Control Act (The Clean Water Act)

Until this permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this general permit are authorized to discharge in accordance with the special and general conditions that follow.

Heather R. Bartlett
Water Quality Program Manager
Washington State Department of Ecology

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES
411 N. Ruby St., Suite 2, Ellensburg, WA 98926
CDS@CO.KITTITAS.WA.US
Office (509) 962-7506
Fax (509) 962-7682
"Building Partnerships – Building Communities"

January 4, 2016

Western Pacific Engineering and Surveying
1328 E. Hunter Place
Moses Lake, WA 98837

RE: Water System Plan for Palomino Fields

To Whom It May Concern,

This letter is to inform you that Kittitas County Community Development Services did receive a copy of the Draft Water System Plan for Palomino Fields on December 8, 2015. We have reviewed the submitted water system plan and have determined that it is consistent with the County's Comprehensive Plan and Development Regulations. Please find attached to this letter the signed Local Government Consistency Review Checklist.

If you have any questions regarding our determination, please feel free to contact our office at (509) 962-7506.

Sincerely,

Lindsey Ozbolt
Planner II

Enc: DOH Local Government Consistency Review Checklist

Cc: Mark Nelson, Evergreen Valley Utilities *via email*

Washington State Department of Health
Division of Environmental Health
Office of Drinking Water

Local Government Consistency Review Checklist

Water System Name: Palomino Fields PWS ID: AD3692

Planning/Engineering Document Title: Water System Plan Plan Date: November 2015

Local Government with Jurisdiction: Kittitas County

WAC 246-290-108 Consistency with local plans and regulations:
Consistency with local plans and regulations applies to planning and engineering documents under WAC 246-290-106, 246-290-107, and 246-290-110(4)(b (ii).

1) Municipal water suppliers must include a consistency review and supporting documentation in its planning or engineering document describing how it has addressed consistency with **local plans and regulations.** This review must include specific elements of local plans and regulations, as they reasonably relate to water service as determined by Department of Health (DOH). Complete the table below and see instructions on back.

Local Government Consistency Statement	Page(s) in Planning Document	Yes – No – Not Applicable
a) The water system service area is consistent with the adopted land use and zoning within the applicable service area.	Ch.1 pgs. 1-3 & maps	Yes
b) The six-year growth projection used to forecast water demand is consistent with the adopted city/county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Ch. 2 pgs. 1-2	Yes
c) Applies to cities and towns that provide water service: All water service area policies of the city or town are consistent with the utility service extension ordinances of the city or town.	N/A	N/A
d) Service area policies for new service connections are consistent with the adopted local plans and adopted development regulations of all jurisdictions with authority over the service area [City(ies), County(ies)].	Ch. 1 pgs. 2-4	Yes, covers area with vested project.
e) Other relevant elements related to water supply are addressed in the water system plan, if applicable; Coordinated Water System plans, Regional Wastewater plans, Reclaimed Water plans, Groundwater Area Management plans, and Capital Facilities Element of Comprehensive plans.	Ch. 8 pgs. 1-2	N/A

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Signature 1/4/16 Date

Lindsey Ozbolt, Planner II, Kittitas County Community Development Services
Printed Name, Title, & Jurisdiction

Consistency Review Guidance

For Use by Local Governments and Municipal Water Suppliers

This checklist may be used to meet the requirements of WAC 246-290-108. When using an alternative format, it must describe all of the elements; 1a), b), c), d), and e), when they apply.

For **water system plans (WSP)**, a consistency review is required for the retail service area and any additional areas where a municipal water supplier wants to expand its water right's place of use.

For **small water system management programs**, a consistency review is only required for areas where a municipal water supplier wants to expand its water right's place of use. If no water right place of use expansion is requested, a consistency review is not required.

For **engineering documents**, a consistency review is required for areas where a municipal water supplier wants to expand its water right's place of use (water system plan amendment is required). For non-community water systems, a consistency review is required when requesting a place of use expansion. All engineering documents must be submitted with a service area map per WAC 246-290-110(4)(b)(ii).

A) Documenting Consistency: Municipal water suppliers must document all of the elements in a consistency review per WAC 246-290-108.

1 a) Provide a copy of the adopted **land use/zoning** map corresponding to the service area. The uses provided in the WSP should be consistent with the adopted land use/zoning map. Include any other portions of comprehensive plans or development regulations that are related to water supply planning.

1 b) Include a copy of the **six-year growth projections** that corresponds to the service area. If the local population growth rate projections are not used, provide a detailed explanation on why the chosen projections more accurately describe the expected growth rate. Explain how it is consistent with the adopted land use.

1c) Include water service area policies and show that they are consistent with the **utility service extension ordinances** within the city or town boundaries. This applies to cities and towns only.

1 d) Include all **service area policies** for how new water service will be provided to new customers.

1 e) **Other relevant elements** related to water supply planning as determined by the department (DOH). See Local Government Consistency – Other Relevant Elements, Policy B.07, September 2009.

B) Documenting an Inconsistency: Please document the inconsistency, include the citation from the comprehensive plan or development regulation, and provide direction on how this inconsistency can be resolved.

C) Documenting Lack of Consistency Review by Local Government: Where the local government with jurisdiction did not provide a consistency review, document efforts made and the amount of time provided to the local government for their review. Please include: name of contact, date, and efforts made (letters, phone calls, and e-mails). In order to self-certify, please contact the DOH Planner.

The Department of Health is an equal opportunity agency. For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).

DEPARTMENT OF ECOLOGY
State of Washington

File NR: G4-35739
WR Doc ID: 6413963

State of Washington
REPORT OF EXAMINATION
FOR WATER RIGHT APPLICATION

PRIORITY DATE
February 9, 2015

WATER RIGHT NUMBER
G4-35739

MAILING ADDRESS
TEANAWAY RIDGE, LLC
PO BOX 808
CLE ELUM, WA 98922

SITE ADDRESS (IF DIFFERENT)
UNKNOWN

Quantity Authorized for Withdrawal

WITHDRAWAL RATE	UNITS	ANNUAL QUANTITY (AF/YR)
250	GPM	29.57

Purpose

PURPOSE	WITHDRAWAL RATE ADDITIVE	WITHDRAWAL RATE NON-ADDITIVE	UNITS	ANNUAL QUANTITY (AF/YR) ADDITIVE	ANNUAL QUANTITY (AF/YR) NON-ADDITIVE	PERIOD OF USE (mm/dd)
Domestic Multiple (up to 120 connections)	250		GPM	29.57		01/01 - 12/31

REMARKS

For the proposed 120 connections under this approval, the instantaneous quantity combined from the two wells identified by Ecology's Unique Well Tag Nos. BIN-651 and BIN-652 shall not exceed 250 gallons per minute (gpm), 29.57 acre-feet per year (af/yr).

Irrigation, including incidental lawn and/or garden is **not** authorized by this approval.

IRRIGATED ACRES ADDITIVE	IRRIGATED ACRES NON-ADDITIVE	PUBLIC WATER SYSTEM INFORMATION WATER SYSTEM ID	PUBLIC WATER SYSTEM INFORMATION CONNECTIONS
0	0	AD362M (Palomino Fields)	120

Source Location

COUNTY	WATERBODY	TRIBUTARY TO	WATER RESOURCE INVENTORY AREA
KITTITAS	GROUNDWATER		39-UPPER YAKIMA

SOURCE FACILITY/DEVICE	PARCEL	WELL TAG	TWP	RNG	SEC	QQ Q	LATITUDE	LONGITUDE
Well #1	12586	BIN-651	18N	18E	22	SESW	47.02901	-120.57610
Well #2	12586	BIN-652	18N	18E	22	SESW	47.02870	-120.57609

Datum: NAD83/WGS84

Place of Use (See Attached Map)

PARCELS (NOT LISTED FOR SERVICE AREAS)

18-18-27020-0001, 18-18-27020-0002, 18-18-27020-0003, 18-18-27020-0015, 18-18-27020-0016, and 18-18-27020-0017

LEGAL DESCRIPTION OF AUTHORIZED PLACE OF USE

SEE ATTACHMENT 2

Proposed Works

Two wells exist. Well #1 (Ecology Unique Well Tag No. BIN-651) is 8-inches in diameter and 131-feet deep. This well has been shown to produce 60 gpm. Water can be withdrawn from this well using a 10-horsepower (hp) pump. Well No. 2 (Ecology Unique Well Tag No. BIN-652 and considered the "primary source") is 10-inch in diameter and 124-feet deep. This well has been shown to produce 100 gpm. A pump is not yet present for using this well. Both sources will be metered. "The wells are fed individually to the pump house through a totalizing source meter. The line then runs through two 119-gallon bladder tanks and then to the 3-inch water main."[1]

The Palomino Fields properties will be be served by two water systems—a Group A water system as authorized under this proposal for multiple indoor domestic use for an undetermined number of connections. A separate irrigation system will be delivered to the Palomino Fields water users by the Ellensburg Water Company.

Development Schedule

BEGIN PROJECT	COMPLETE PROJECT	PUT WATER TO FULL USE
Started	December 31, 2035	December 31, 2041

In determining the timeframe of the above Development Schedule, that being the amount of time for the applicant to implement the beneficial use of water, a reasonable and just time was considered and allowed under the existing conditions to complete construction. Sufficient time was also allowed in order for the applicant to collect water-use data and to put the water to full beneficial use. The Development Schedule reflects consideration of the cost and magnitude of the project and the potential engineering and physical features typically to be encountered.

Measurement of Water Use

How often must water use be measured?	Weekly
How often must water use data be reported to Ecology?	Annually (Jan 31)
What volume should be reported?	Total Annual Volume
What rate should be reported?	Annual Peak Rate of Withdrawal (gpm)

Provisions

A. Wells, Well Logs, and Well Construction Standards

1. The existing wells and the right to use water from them are restricted to and authorized for groundwater withdrawal from the consolidated and unconsolidated sediments aquifer within the Reecer/Currier Creek subbasin.
2. All wells constructed in the state shall meet the construction requirements of WAC 173-160 titled "Minimum Standards for the Construction and Maintenance of Wells" and RCW 18.104 titled "Water Well Construction." Any well which is unusable, abandoned, or whose use has

[1] Western Pacific Engineering and Survey, "Water System Plan: Palomino Fields Water System," Moses Lake, Washington, November 2015, page 192.

been permanently discontinued, or which is in such disrepair that its continued use is impractical or is an environmental, safety or public health hazard shall be decommissioned.

3. All wells shall be tagged with a Department of Ecology unique well identification number. If you have an existing well and it does not have a tag, please contact the well-drilling coordinator at the regional Department of Ecology office issuing this decision. This tag shall remain attached to the well. If you are required to submit water measuring reports, reference this tag number.
4. Installation and maintenance of an access port as described in WAC 173-160- 291(3) is required for all sources identified.

B. Measurements, Monitoring, Metering, and Reporting

1. An approved measuring device shall be installed and maintained for each of the sources identified by this water right in accordance with the rule "Requirements for Measuring, and Reporting Water Use," WAC 173-173.
2. Water use shall be recorded **weekly** and maintained by the applicant for a minimum of five years. The maximum, individual, and combined rater of withdrawal, and the annual individual total volume for each residence shall be submitted to Ecology by January 31st of each calendar year.
3. Recorded water use data shall be submitted via the Internet. To set up an Internet reporting account, contact the Central Regional Office. If you do not have Internet access, you can still submit hard copies by contacting the Central Regional Office for forms to submit your water use data.
4. WAC 173-173 describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition the Department of Ecology for modifications to some of the requirements.

C. Water Level Measurements

1. In order to maintain a sustainable supply of water and ensure that your water source is not impaired by future withdrawals, static water levels **should** be measured and recorded monthly using a consistent methodology. Static water level is defined as the water level in a well when no pumping is occurring and the water level has fully recovered from previous pumping. Static water level data **should** include the following elements:
    - Unique Well ID Number.
    - Measurement date and time.
    - Measurement method (airline, electric tape, pressure transducer, etc.).
    - Measurement accuracy (to nearest foot, tenth of foot, etc.).
    - Description of the measuring point (top of casing, sounding tube, etc.).
    - Measuring point elevation above or below land surface to the nearest 0.1 foot.
    - Land surface elevation at the well head to the nearest foot.
    - Static water level below measuring point to the nearest 0.1 foot.

D. Department of Health Requirements

1. Prior to any new construction or alterations of a public water supply system, the State Board of Health rules require public water supply owners to obtain written approval from the Office of

Drinking Water of the Washington State Department of Health. Please contact the Office of Drinking Water prior to beginning (or modifying) your project at:

DOH/Division of Environmental Health
16201 E. Indiana Avenue, Suite 1500
Spokane Valley, WA 99216
(509) 329-2100

E. Easement and Right-of-Way

1. The water source and/or water transmission facilities may not be wholly located upon land owned by the applicant. Issuance of a water right authorization by this department does not convey a right of access to, or other right to use, land which the applicant does not legally possess. Obtaining such a right is a private matter between applicant and owner of that land.

F. Water Use Efficiency

1. The water right holder is required to maintain efficient water delivery systems and use of up-to-date water conservation practices consistent with RCW 90.03.005.

G. Proof of Appropriation

1. The water right holder shall file the notice *of Proof of Appropriation of Water* (under which the certificate of water right is issued) when the permanent distribution system has been constructed and the quantity of water required by the project has been put to full beneficial use. The certificate will reflect the extent of the project perfected within the limitations of the permit. Elements of a proof inspection may include, as appropriate, the source(s), system instantaneous capacity, beneficial use(s), annual quantity, place of use, and satisfaction of provisions.

H. Schedule and Inspections

1. Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times, to the project location, and to inspect at reasonable times, records of water use, wells, diversions, measuring devices and associated distribution systems for compliance with water law.

I. General Conditions

1. This authorization shall in no way excuse the permittee from compliance with any federal, state, or local statutes, ordinances, permits, or regulations, including those required and administered by other programs of the Department of Ecology.
2. You (applicant) will record with the Kittitas County Auditor a property covenant, which restricts or prohibits trees or shrubs over a septic drain field on Parcel Nos. 18-18-27020-0001, 18-18-27020-0002, 18-18-27020-0003, 18-18-27020-0015, 18-18-27020-0016, and 18-18-27020-0017.
3. The quantity of mitigated water may not exceed the amount of water available under Trust Water Right No. CS4-00756sb2@3 nor exceed the availability of unused storage capacity to retain the Trust Water Right for later release.
4. Any valid priority calls against the source Trust Water Right No. CS4-00756sb2@3, based on local limitations in water availability, will result in temporary curtailment of the use of water under the permit until the priority call for water ends.

Findings of Fact

Upon reviewing the investigator's report, I find all facts, relevant and material to the subject application, have been thoroughly investigated. Furthermore, I concur with the investigator that water is available from the source in question, that there will be no impairment of existing rights, that the purpose(s) of use are beneficial, and that there will be no detriment to the public interest.

Therefore, I ORDER approval of Application No. G4-35739, subject to existing rights and the provisions specified above.

YOUR RIGHT TO APPEAL

You have a right to appeal this Decision to the Pollution Control Hearings Board (PCHB) within 30 days of the date of receipt of this Decision. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal you must do all of the following within 30 days of the date of receipt of this Decision:

- File your appeal and a copy of this Decision with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this Decision on Ecology in paper form - by mail or in person. (See addresses below.) E-mail is not accepted.

You must also comply with other applicable requirements in chapter 43.21B RCW and chapter 371-08 WAC.

ADDRESS AND LOCATION INFORMATION	
Street Addresses	Mailing Addresses
Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey WA 98503 **Pollution Control Hearings Board** 1111 Israel Road SW, Suite 301 Tumwater WA 98501	**Department of Ecology** Attn: Appeals Processing Desk PO Box 47608 Olympia WA 98504-7608 **Pollution Control Hearings Board** PO Box 40903 Olympia WA 98504-0903

Signed at Union Gap, Washington, this 27th day of May 2016.

Trevor Hutton

Trevor Hutton, Section Manager

For additional information visit the Environmental Hearings Office Website: http://www.eho.wa.gov.
To find laws and agency rules visit the Washington State Legislature Website: http://www1.leg.wa.gov/CodeReviser.

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.

BACKGROUND

This report serves as the written findings of fact concerning Water Right Application Number G4-35739.

Priority Processing

This application is being priority processed because it qualifies under the criteria under which an application may be processed prior to competing applications (WAC 173-152), where the proposed water use is water budget neutral as defined in WAC 173-152-020(18).

Table 1: Summary of "*Requested*" Water Right

Applicant Name:	Teanaway Ridge, LLC
Date of Application:	December 18, 2014
Place of Use:	Parcel Nos. 18-18-27020-0001, 18-18-27020-0002, 18-18-27020-0003, 18-18-27020-0015, 18-18-27020-0016, and 18-18-27020-0017, within the NW¼ of Section 27 and the NE¼SW¼ of Section 27, T. 18 N., R. 18 E.W.M., Kittitas County Washington. **(SEE ATTACHMENT 2 FOR LEGAL DESCRIPTION.)**

County	Waterbody	Tributary To	WRIA
Kittitas	Groundwater		39-Upper Yakima

Purpose	Rate	Unit	Ac-ft/yr	Begin Season	End Season
1) Drill 2 Permanent Wells for Group A System. 2) Serve up to 120 residences.	Unspecified	GPM	30-35	January 1	December 31

Source Name	Parcel	Well Tag	Twp	Rng	Sec	QQ Q	Latitude	Longitude
Well #1	12586	BIN-651	18N	18E	22	SE SW	N/A	N/A
Well #2	12586	BIN-652	18N	18E	22	SE SW	N/A	N/A

GPM= Gallons per Minute; Ac-ft/yr = Acre-Feet per Year; Sec. = Section; Twn=Township; Rng=Range; QQ Q = Quarter-Quarter of a Section; WRIA = Water Resource Inventory Area; E.W.M. = East of the Willamette Meridian.

On February 9, 2015, the application was amended by the applicant to change the two parameters.

On April 6, 2016, the application was amended a second time.

Table 2 below outlines these amendments:

Table 2: Summary of "*Amended Requested*" Water Right

Date of amendment	February 9, 2015	April 6, 2016
Amended water duty	Qi: Unspecified to 250 gallons per minute (gpm). Qa: 30-35 acre-feet per year (af/yr) to 50 af/yr.	Qi: 220 gallons per day and 250 gallons per minute. Qa: 29.57 acre-feet per year.
Amended POW	Existing Well #1 (BIN-651) and Well #2 (BIN-652), both within the SE¼SW¼ in Section 22, T. 18 N., R. 18 E.W.M.	

Legal Requirements for Approval of Appropriation of Water

Although mitigation is not required by a rule in Lower Kittitas like the Upper Kittitas Groundwater Rule (WAC 173-539A), Kittitas County has recently implemented new regulations requiring stricter mitigation standards for new wells in Lower Kittitas County and Ecology has not approved new uses of groundwater in Lower Kittitas County since at least 2009, unless the impacts are mitigated. These new County standards closely mirror the standards placed on Upper Kittitas County since 2009, where new groundwater withdrawals require mitigation under a senior water right. This proposal includes mitigation for the consumptive use.

RCWs 90.03 and 90.44 authorize the appropriation of public water for beneficial use and describe the process for obtaining water rights. Laws governing the water right permitting process are contained in RCW 90.03.250 through 90.03.340 and RCW 90.44.060. In accordance with RCW 90.03.290, determination must be made on the following four criteria in order for an application for water rights to be approved:

- Water must be both physically and legally available.
- There must be no impairment of existing water rights.
- The water use must be beneficial.
- The water use must not be detrimental to the public interest.

Public Notice

RCW 90.03.280 requires that notice of a water right application be published once a week, for two consecutive weeks, in a newspaper of general circulation in the county or counties where the water is to be stored, diverted, and used. Notice of this application was published in the Daily Record of Kittitas County, Washington on March 6th and 13th 2015. No comments or protests were received by Ecology during the 30-day comment period.

Consultation with the Department of Fish and Wildlife

Ecology must give notice to the Department of Fish and Wildlife of applications to divert, withdraw, or store water. Notice was officially provided on April 4, 2016, by Ecology during a Yakima Water Transfer Working Group (WTWG) meeting. The proposal was then re-presented on May 2, 2016. A positive reaction was communicated in response to the proposal.

State Environmental Policy Act (SEPA)

A water right application is subject to a SEPA threshold determination (i.e., an evaluation whether there are likely to be significant adverse environmental impacts) if any one of the following conditions are met:

(a) It is a surface water right application for more than 1 cubic foot per second (cfs), unless that project is for agricultural irrigation, in which case the threshold is increased to 50 cfs, so long as that irrigation project will not receive public subsidies.

(b) It is a groundwater right application for more than 2,250 gallons per minute (gpm).

(c) It is an application that, in combination with other water right applications for the same project, collectively exceed the amounts above.

(d) It is a part of a larger proposal that is subject to SEPA for other reasons (e.g., the need to obtain other permits that are not exempt from SEPA).

(e) It is part of a series of exempt actions that, together, trigger the need to do a threshold determination, as defined under WAC 197-11-305.

Because this application does not meet any of these conditions, it is categorically exempt from SEPA and a threshold determination is not required.

INVESTIGATION

Site Visit

A site exam was conducted on the proposed source wells by Ecology employees, Candis Graff and Chris Perra on March 29, 2016. Pat Deneen and Chad Bala, applicant and representative, were also present. Global Positioning Satellite (GPS) coordinates were taken of the location of each well head and photographs were taken. Area geology was also noted.

Proposed Use and Basis of Water Demand

The Department of Health (DOH)-approved Group A water system, Palomino Fields, became effective on December 1, 2015, and is currently approved for an undetermined number of connections although 229 ERUs is the maximum calculated and 120 connections are requested for this proposal.

The Department of Health's (DOH) December 2009 Water System Design Manual (WSDM)[2] contains guidance for establishing water demands. The suggested methods, in order of preference include:

1. Metered water production and water-use records.
2. Comparable metered water production and use data from analogous water systems. See WAC 246-290-221(3)(a) and Section 5.2.3.
3. The criteria presented in Chapter 5.

According to the WSDM, for new systems or existing water systems that have no source meter records, information can be obtained from analogous water systems or from information presented in Appendix D of this document in order to estimate the Average Daily Demand (ADD) and Maximum Daily Demand (MDD) for residential connections (WAC 246-290-221(3)(a)).[3] Analogous water systems are defined in Section 5.2.3 of the WSDM as systems with similar characteristics, such as, but not limited to, demographics, housing size, lot sizes, climate, conservation practices, use restrictions, soils and landscaping, and maintenance practices. As such, "For projects that propose to have separate irrigation systems, the design of the potable (internal use) water system can be predicted on the estimate of 350 gpd/ERU."[4] However, Palomino Fields estimated and DOH-approved an average daily demand calculation of 220 gpd for this water system.

Ecology assumes that 30% domestic in-house use on a septic system is assumed to be consumptively used. Monthly and annual use at full build-out of the project were calculated based on the proposed 120 ERUs and the estimated 220 gpd and are presented below in **Table 3.**

Table 3: Total and Consumptive Use Calculations*

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Use (af)	2.51	2.27	2.51	2.43	2.51	2.43	2.51	2.51	2.43	2.51	2.43	2.51	**29.57**
Total Consumptive (af)	0.75	0.68	0.75	0.73	0.75	0.73	0.75	0.75	0.73	0.75	0.73	0.75	**8.872**

Note: The calculations in Table 3 are rounded.

[2] Department of Health, "Water System Design Manual," Olympia, WA, 2009, pp. 27-32, www.doh.wa.gov/Portals/1/Documents/Pubs/331-123.pdf, accessed on March 9,2016.

[3] Ibid., p. 28.

[4] Ibid., p. 225.

Proposed Mitigation

The applicant intends to mitigate for consumptive use under the requested appropriation through the transfer of a portion of Lower Kittitas mitigation credits through the Big Creek Water Bank. The Big Creek Water Bank was established by transferring a portion of Court Claim No. 00756 into the Trust Water Right Program (TWRP). Consumptive loss resulting from the applicant's proposed use will be offset with Trust Water Right No. CS4-000756sb2@3.

Other Rights Appurtenant to the Place of Use

A review of Ecology records was conducted for existing water right documents, permits, and claims. There are several water rights appurtenant to the proposed POU and they are described in **Attachment 3.** Surface Water Right No. S4-84605-J, owned by the Ellensburg Water Company will use a portion of their irrigation right in conjunction with the subject proposal. All other water rights appurtenant to the POU for this proposal will not be used in conjunction.

Impairment Considerations

Impairment is an adverse impact on the physical availability of water for a beneficial use that is entitled to protection. A water right application may not be approved if it would:

- Interrupt or interfere with the availability of water to an adequately constructed groundwater withdrawal facility of an existing right. An adequately constructed groundwater withdrawal facility is one that:
  - (a) Is constructed in compliance with well construction requirements.
  - (b) Fully penetrates the saturated zone of an aquifer or withdraws water from a reasonable and feasible pumping lift.
- Interrupt or interfere with the availability of water at the authorized point of diversion of a surface water right. A surface water right conditioned with instream flows may be impaired if a proposed use or change would cause the flow of the stream to fall to or below the instream flow more frequently or for a longer duration than was previously the case.
- Interrupt or interfere with the flow of water allocated by rule, water rights, or court decree to instream flows.
- Degrade the water quality of the source to the point that the water is unsuitable for beneficial use by existing users (e.g., via sea water intrusion).

Availability and Impairment

According to Ecology's hydrogeolgist and author of the hydrologic/hydrogeologic analysis, Technical Memorandum for this proposal, Chris Perra, it is expected that water is physically available from the unconsolidated and consolidated sediments aquifer in the subject area to satisfy the proposed use. Further, water is available without injury to the Total Water Supply Available (TWSA) by way of mitigation offered through use of Trust Water Right CS4-000756sb2@3. Additionally, the proposed use is not expected to result in severe impacts or impairment to neighboring groundwater users or downstream surface water users.

Water Availability

For water to be available for appropriation, it must be both physically and legally available.

Physical Availability

For water to be physically available for appropriation there must be ground or surface water present in quantities and quality and on a sufficiently frequent basis to provide a reasonably reliable source for the requested beneficial use or uses. In addition, the following factors are considered:

- Volume of water represented by senior water rights, including federal or tribal reserved rights or claims.
- Water right claims registered under RCW 90.14.
- Ground water uses established in accordance with RCW 90.44, including those that are exempt from the requirement to obtain a permit.
- Potential riparian water rights, including non-diversionary stock water.
- Lack of data indicating water usage can also be a consideration in determining water availability, if the department cannot ascertain the extent to which existing rights are consistently utilized and cannot affirmatively find that water is available for further appropriation.

Based on the hydrogeolgic setting, observation and interpretation of data from existing wells drilled in the same geographical area and elsewhere, groundwater is physically available from the consolidated and unconsolidated sediments aquifer.

Legal Availability

To determine whether water to be legally available for appropriation, the following factors are considered:

- Regional water management plans – which may specifically close certain water bodies to further appropriation.
- Existing rights – which may already appropriate physically available water.
- Fisheries and other instream uses (e.g., recreation and navigation). Instream needs, including instream and base flows set by regulation. Water is not available for out of stream uses where further reducing the flow level of surface water would be detrimental to existing fishery resources.
- Ecology may deny an application for a new appropriation in a drainage where adjudicated rights exceed the average low flow supply, even if the prior rights are not presently being exercised. Water would not become available for appropriation until existing rights are relinquished for non-use by state proceedings.

The subject of this proposal requires 8.872 acre-feet of mitigation water (see Table 3). Given that the applicant has acquired a portion of trust water under Trust Water Right No. CS4-000756sb2@3 in the amount of 8.872 acre-feet of mitigation, this requirement will be met. This Trust Water Right is dedicated to instream flow for water-banking-mitigation purposes for as long as the right remains in the TWRP.

Based upon the planned mitigation described above, water is considered legally available for permitting purposes.

Beneficial Use

The proposed use of water for multiple domestic purpose is defined in statute as a beneficial use (RCW 90.54.020(1)).

Public Interest Considerations

When Ecology investigates a water right application, consideration of whether the proposal is detrimental to the public interest is required. Ecology must consider how the proposal will affect an array of factors, such as wildlife habitat, recreation, water quality, and human health. The environmental resources and other natural values associated with the area were taken into account during the review of this proposal.

Consideration of Protests and Comments

No protests were filed against this application.

Conclusions

In conclusion:

- Water is physically and legally available for this appropriation.
- The proposed use is a beneficial use of water.
- The proposed use is not detrimental to the public interest.
- The proposed use will not cause impairment or injury to existing water rights.

RECOMMENDATIONS

Based on the above investigation and conclusions, I recommend that this request for a water right be approved in the amounts and within the limitations listed below and subject to the provisions listed above.

Purpose of Use and Authorized Quantities

The amount of water recommended is a maximum limit and the water user may only use that amount of water within the specified limit that is reasonable and beneficial:

- 250 gallons per minute (gpm).
- 29.57 acre-feet per year (af/yr).
- For continuous year-round multiple domestic (up to 120 residential connections) with no incidental lawn/garden or other irrigation.

Points of Withdrawal

Well #1: Within the SE¼SW¼, Section 22, Township 18 North, Range 18 E.W.M.
Well #2: Within the SE¼SW¼, Section 22, Township 18 North, Range 18 E.W.M.

Place of Use

See **ATTACHMENT 2** for a complete legal description within Parcel Nos. 18-18-27020-0001, 18-18-27020-0002, 18-18-27020-0003, 18-18-27020-0015, 18-18-27020-0016, and 18-18-27020-0017, Kittitas County, Washington.

Candis L. Graff

Candis L. Graff, Report Writer

May 26, 2016

Date

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.

ATTACHMENT 1

ATTACHMENT 2

LEGAL DESCRIPTION FOR PLACE OF USE

Parcel 1
That portion of the NW¼NW¼ lying east of the center line of the channel of Reecer Creek, as located on October 3, 1967, in Section 27, T. 18 N., R. 18 E.W.M., in the county of Kittitas, state of Washington,

AND

The NE¼NW¼ of Section 27, T. 18 N., R. 18 E.W.M., in the county of Kittitas, state of Washington excepting therefrom:

A tract of land bounded by a line described as follows: commencing at the northeast corner of the NW¼ of said Section 27; and running thence South 0°15' West, 1,321.5 feet; thence North 89°35' West, 500 feet; thence North 27°47' West, 838 feet; thence North 2°2' West, 879 feet; thence North 59°50' East, 79.8 feet; thence East 853.76 feet; thence South 334.09 feet to the Point of Commencement.

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

Parcel 2
The NW¼NW¼ of Section 27, T. 18 N., R. 18 E.W.M., in the county of Kittitas, state of Washington, except that portion lying east of the center line of the channel of Reecer Creek as located on October 3, 1967.

AND

All that portion of the SW¼NW¼ of Section 27, T. 18 N., R. 18 E.W.M., in the county of Kittitas, state of Washington, lying north and west of the center line of the channel of Reecer Creek as located on October 3, 1967, and north and east of the northeasterly boundary line of the right-of-way of the Chicago Milwaukee, St. Paul and Pacific Railroad Company.

Parcel 3
Parcels F, G, H, and K, of that certain Survey as recorded February 20, 1997, in Book 22 of Surveys, pages 174 and 175, under Auditor's File No. 199702200014, records of Kittitas County, Washington; excepting any portion of said Parcels F and G, lying within the Cowboy Short Plat, Kittitas County Short Plat No. 04-04, as recorded October 4, 2004, in Book G of Short Plats, pages 202 and 203, under Auditor's File No. 200410040031, records of Kittitas County, state of Washington.

Tract 1
That portion of the NE¼NW¼ of Section 27, T. 18 N., R. 18 E.W.M., county of Kittitas, state of Washington, described as follows:

A tract of land bounded by a line beginning at the northeast corner of said quarter of quarter section and running thence South 0°15' West along the east boundary line of said quarter of quarter section 377.5 feet; thence West 904.7 feet; thence North 2°02' West 377.5 feet to the North boundary line of

said section: and thence South 89°39' East along said north boundary line 917.0 feet to the Point of Beginning.

Tract 2
That portion of the NE¼NE¼ of Section 27, T. 18 N., R. 18 E.W.M., county of Kittitas, state of Washington, described as follows:

A tract of land bounded by a line beginning at the northeast corner of the NE¼NW¼ of said Section; thence South 00°15'00" West along the east boundary line of said quarter of quarter section a distance of 377.50 feet to the true Point of Beginning; thence South 00°15'00" West along the east boundary line of said quarter of quarter section a distance of 34.40 feet; thence North 89°24'55" West a distance of 903.64 feet; thence North 02°11'00" West a distance of 25.19 feet; thence South 90°00'00" East a distance of 904.70 feet to the true Point of Beginning.

Excepting therefrom the right-of-way for the county road known as Reecer Creek Road, and excepting therefrom the right-of-way of the Ellensburg Water Company canal.

ATTACHMENT 3

WATER RIGHTS APPURTENANT TO PLACE OF USE

Control No.	Document Type	Purpose	Qa	Source
S4-84638-J	CFO	SR	166,846	Yakima River
S4-84639-J	CFO	SR	250,261	Kachees River
S4-84640-J	CFO	SR	446,610	Yakima River
S4-84641-J	CFO	SR	38,768	Bumping River
S4-84642-J	CFO	SR	216,850	Tieton River
S4-84643-J	CFO	SR	5,300	Tieton River
S4-84644-J	CFO	SR	472	Yakima River
S4-84645-J	CFO	SR	2	Tieton River
S4-84646-J	CFO	SR	56	Yakima River
S4-84647-J	CFO	SR	60	Yakima River
S4-84648-J	CFO	SR	408	Yakima River
S4-84649-J	CFO	SR	1,265	Tieton River
S4-84650-J	CFO	SR	5,120	Yakima River
S4-84605-J	CFO	IR, DM, ST	9,749	Yakima River
G4-02388CL[5]	Claim	IR	20	Infiltration Trench
G4-02386CL	Claim	ST	2	Infiltration Trench
G4-35799	New Application	DM, IR	149.60	Up to 467 Wells

SR=Storage, IR=Irrigation, DM=Domestic Multiple, ST=Stock water

Surface Water Right Nos. S4-84638-J through S4-84650-J, owned by the United States Bureau of Reclamation, authorize water to be stored for flood-control purposes.

Surface Water Right No. S4-84605-J, owned by the Ellensburg Water Company, authorizes irrigation, multiple domestic, and stock water uses. A portion of this irrigation right is anticipated to be used for lawn/garden irrigation for this proposal.

G4-02388CL and G4-02386CL are long-form claims filed in 1973 and claim quantities for irrigation and stock water purposes. If valid, these claims will not be used on the proposed POU for this authorization.

G4-35799, owned by Kittitas County, is a new application for a mitigated permit for County residences who might need water on property not otherwise covered by a water right.

[5] The above referenced claim was filed under Claims Registration Act, RCW 90.14. The intent of this act was to document those uses of surface water in existence prior to the adoption of the State Surface Water Code, RCW 90.03, which was adopted in 1917, and those uses of ground water in existence prior to the adoption of the State Ground Water Code, RCW 90.44, which was adopted in 1945. Since each code adoption, the only means of acquiring a water right within the state is by filing for, and receiving, a permit from Ecology or one of its predecessors or by establishing a right under the "exemption" under the Ground Water Code RCW 90.44.050. Ecology recognizes that the final determination of the validity and extent associated with a claim registered in accordance with RCW 90.14 ultimately lies with the Superior Court through the general adjudication process provided for by RCWs 90.03.110 through 90.03.240. Ecology does, however, recognize that water use may be occurring under these claims.

TAB F.

STATE OF WASHINGTON
DEPARTMENT OF HEALTH
EASTERN DRINKING WATER REGIONAL OPERATIONS
16201 E Indiana Avenue, Suite 1500, Spokane Valley, Washington 99216-2830
TDD Relay 1-800-833-6388

December 22, 2016

Clint Perry, Manager
Palomino Fields
PO Box 394
Cle Elum, WA 98922

Subject: Palomino Fields Water System; PWS ID #AD362; Kittitas County
Source Approval; DOH Project #15-0420; APPROVAL

Dear Mr. Perry:

The source approval for the above project received in this office November 23, 2015 together with various updates received by both email and postal mail, has been reviewed and, in accordance with the provisions of WAC 246-290, is hereby APPROVED.

Please Note:

1. This approval only applies to Source Approval for the two sources, S01 and S02, identified by well tags BIN651 and BIN652, respectively.
2. This approval does not provide approval for any connections. To gain approved connections, it is a two-part process:
   - You will need to complete your planning document and its associated Capacity Analysis to identify the capacity that can be served by your system.
   - You will then submit distribution system, and other components, design to DOH for approval. No change will be made to the number of approved connections until such time as the distribution system and other required water system components are constructed and certification of the completed construction is submitted to the Office of Drinking Water at the address shown above.

As required in WAC 246-290-040 – Within sixty days following the completion of, and prior to the use of the above project or portions thereof, the attached Construction Report must be completed by a professional engineer and returned to this department.

WAC 246-290-120 provides if the certification of completion has not been submitted within two years of the date of this letter, this approval will become null and void unless you take action at that time to arrange for an extension of the approval period in the manner prescribed.

In addition, you are required to submit a revised Water Facilities Inventory (WFI) at the time of certification in order that these new sources may be properly listed on your WFI

WAC 246-290-990 authorizes a schedule of fees to be implemented for review of planning, engineering, and construction documents. The Department of Health's (DOH) total cost to review the source approval is $382.00. An invoice is enclosed.

No change will be made to the number of approved connections until such time as the project is constructed and certification of the completed construction is submitted to the Office of Drinking Water at the address shown above.

Please note that the water system is expected to permit additional new connections in a manner consistent with this project or your approved water system plan, or both, so that physical capacity and water rights are not exceeded.

DOH Disclaimer: The department's approval of your water system design does not confer or guarantee any right to a specific quantity of water. The approved number of service connections is based on your representation of available water quantity. If the Washington Department of Ecology, a local planning agency, or other authority responsible for determining water rights and water system adequacy determines that you have use of less water than you represented, the number of approved connections may be reduced commensurate with the actual amount of water and your legal right to use it. A letter provided from the Department of Ecology indicates that a trust water right can be transferred to these two wells once your planning document is approved by DOH.

If you have any questions please feel free to contact me at (509) 329-2116.

Sincerely,

Russell Mau, PhD, PE
Regional Engineer
Office of Drinking Water
Division of Environmental Public Health

Enclosures: Invoice
Construction Completion Report

cc: Kittitas County Health Department
Nathan Nofziger, PE, Western Pacific Engineering, Inc
Alyssa Gersdorf, DOH WFI Coordinator

From: Rachael Stevie (CD)
To: Pat Nicholson; Candie Leader; Haley Mercer; Christy Garcia; Holly Erdman; Jesse Cox
Cc: Jeremy Johnston
Subject: LPF-21-00008 Palomino Fields, Div 7 - Request for Comment
Date: Friday, August 13, 2021 9:42:00 AM
Attachments: image001.png

Good morning,

We have received a final plat submittal for Palomino Fields, Division 7. This was given preliminary approval on 10/21/2008. Let me know if there is documentation you need to review that you are unable to find.

Please have all comments back to me no later than end of day, Monday, August 23, 2021 As a reminder all final plats have to be reviewed and approved or denied by the commissioners within 30 days of submittal to the county requesting final plat review. We appreciate your quick turnaround on this.

Internal Link: LPF-21-00008 Palomino Fields, Div 7

If you have any questions on this or would like to view the paper file please let me know.

Thanks so much!

Planner I
Kittitas County
Community Development Services
411 N. Ruby Street; Suite 2
Ellensburg, WA 98926
509-962-7637
rachael.stevie.cd@co.kittitas.wa.us

KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

M E M O R A N D U M

TO: All Staff
FROM: Justin Turnbull, County Surveyor
DATE: August 23, 2021
SUBJECT: County Survey Review of LPF-21-00008 Palomino Fields Div VII

Required Corrections:

Sheet 1

1. The text "C/L W. Bowers Rd." incorrectly appears on the N line of Nw1/4 Nw1/4 Sec 27.

Sheet 2

2. Tract 'I' does not show an area. Also, it is not included in the Closure report. Applicant is expected to ensure that the closure report matches the plat. (No need to resubmit new closures)

3. The NW' most line of Lot 2 does not match the closure report.

Sheet 3

4. The area of Lot 7 does not match the closure report.

5. The SW' most line of Lot 12 does not match the closure report (bearing and distance).

6. The SW' most line of Lot 13 does not match the closure report (bearing).

7. Please make it clearer that Curve 'C5' is part of Lot 8.

Sheet 4

8. Plat note 15 is shown as Plat Note 51.

9. Change Original property description from "Tract H" to "Tract E". Also please revise the AFN to 202101210112.

10. Please include the following Note:

    All private roads shown hereon are hereby conveyed to Palomino Fields Utilities Inc. (PFUI) upon the recording of this plat. Except as otherwise noted hereon, PFUI is hereby responsible for all

411 North Ruby Street, Suite 1
Ellensburg, WA 98926
TEL (509) 962-7523
FAX (509) 962-7663

maintenance and management obligations associated with said road. Should PFUI fail to properly maintain said road, the owners of Lots 1 through 14 shall be equally responsible for maintenance of said road.

** Include Tract I in the above statement if Tract I is intended to be managed by PFUI or a homeowners association.

Subdivision Comments

To: Rachel Stevie, CDS Planner

From: Jesse Cox, Environmental Health Supervisor
Holly Erdman, Environmental Health Specialist

Date: 08/24/2021

RE: LPF-21-00008 Palomino

Thank you for the opportunity to comment on the above-mentioned project regarding water and septic requirements to comply with Kittitas County Public Health Department's Water Resources and Environmental Health requirements.

	Findings

On Site Sewage

Finding 1
An approved community drain-field system will be utilized. Any on-site septic systems that are to be utilized for wastewater management must adhere to the standards set by both the Washington Administrative Code, and Kittitas County Code. In accordance with KCC 13.04.090, a minimum of one soil log for each proposed lot where individual sewage disposal systems are contemplated must be complete.

Water

Finding 1
Proposed plat indicates an approved community water system will be used. All wells must meet setbacks required in Kittitas County Code prior to final approval. The applicant must prove legal and physical availability of water for all new uses of water on proposed lots.

A	**Additional Information Required (Prior to Preliminary Plat Approval)**

No additional information required

507 N. Nanum Street, St. 102 · Ellensburg, WA 98926
T: 509.962.7515 · F: 509.962.7581
www.co.kittitas.wa.us/health/

B	Final Plat Review & Recording (Prior to Final Plat Approval)

No additional information required

C	Final Plat Notes

No additional information required

507 N. Nanum Street, St. 102 · Ellensburg, WA 98926
T: 509.962.7515 · F: 509.962.7581
www.co.kittitas.wa.us/health/

From:	Rachael Stevie (CD)
To:	"Pat Deneen"; "Chad Bala"
Cc:	Jeremy Johnston; Dan Carlson; Mark Cook
Subject:	LPF-21-00008 Palomino Fields, Div 7 - Return of Application & Request for Information
Date:	Tuesday, August 24, 2021 12:59:00 PM
Attachments:	LPF-21-00008 Palomino Fields, Div 7 - Return of Application & Request for Information.pdf image001.png LPF-21-00008 Palomino Fields, Dic 7 Comments PW.pdf LPF-21-00008 Palomino Fields, Dic 7 Comments PH.pdf

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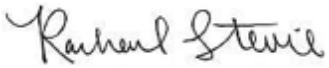
Good afternoon,

Please see attached correspondence regarding your final plat application.

Please let me know if there are any questions.

Thank you!



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Community Development Services
411 N. Ruby Street; Suite 2
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rachael.stevie.cd@co.kittitas.wa.us

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES
411 N. Ruby St., Suite 2, Ellensburg, WA 98926
CDS@CO.KITTITAS.WA.US
Office (509) 962-7506
"Building Partnerships – Building Communities"

August 24, 2021

Cle Elum Pines West, LLC
c/o Pat Deneen
PO Box 808
Cle Elum, WA 98922
pat@patrickdeneen.com

Terra Design Group
c/o Chad Bala
PO Box 686
Cle Elum, WA 98922
bala.c@gmail.com

Sent via email

Subject: Palomino Fields, Division 7 (LPF-21-00008) Final Long Plat – Staff Review, Return of Application-Additional Information Required.

Applicants,

Kittitas County Community Development Services (CDS) received your Palomino Fields, Division 7 (LPF-21-00008) Final Long Plat submittal on August 11, 2021. Kittitas County staff have completed a review of your final plat submittal. As provided below, staff has the following comments, requirements, and/or revisions for your application that need to be addressed prior to final approval and signature of the final plat mylars:

Community Development – Planning:

- The final mylars shall note the final plat file number LPF-21-00008 on the face of the plat in addition to the preliminary approval number LP-07-00031.
- Taxes on parcel #961599 must be paid in full before final signature.

Public Works – Planning/ Survey Review (memo attached):

- See attached memo

Environmental Health:

- See attached memo.

Assessor:

- Assessor provided no comment

Please submit your final mylars with the requested changes at your earliest convenience. As you are aware, RCW 58.17.140 allows for a thirty-day review window for complete Final Plats. Once we receive a resubmittal of the final mylars with requested changes we will initiate the 30 day approval window.

Staff is committed to working with you to facilitate this process as much as possible. Should you have any questions or concerns regarding this letter, please do not hesitate to contact me at 509-962-7637 or via email: rachael.stevie.cd@co.kittitas.wa.us. Also, please do not hesitate to contact any of the County Departments with specific questions as you work on providing this additional information.

Sincerely,

Rachael Stevie
Staff Planner

Enclosure via email:

Comments from:
Kittitas County Public Works
Kittitas County Public Health

CC:

Dan Carlson, CDS Director	*via email*
Jeremy Johnston, CDS Planning Official	*via email*
Mark Cook, Public Works Director	*via email*