

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

Issued by:

AmeriTitle, LLC

101 W Fifth Ave.

Ellensburg, WA 98926

(509)925-1477

Authorized Signer

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]*

President

ATTEST
[Signature]

Secretary

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

Subdivision Guarantee Policy Number: 72156-47608014

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

Subdivision Guarantee Policy Number: 72156-47608014

(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:

Subdivision Guarantee Policy Number: 72156-47608014

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

Return to:
Palomino Fields Utilities, Inc.
301 West 1st Street
Cle Elum, WA 98922

07/01/2021 02:29:35 PM

202107010042

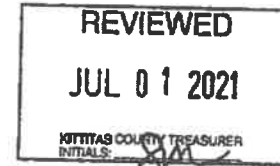
\$110.50

Page: 1 of 8

Agreement

PALOMINO FIELDS UTILITIES

Kittitas County Auditor



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.

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 Expires: _____

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 Expires: _____

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

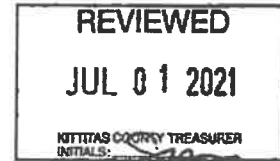
Those tracts of land filed with the Kittitas County Auditor's Office as the Palomino Fields Division III Plat in Volume 13 at Page 105 and recorded under the Kittitas County Auditors Recording Number 202012030070 including and limited to Lots 1 through 11 as shown on said Plat Map and located in the Northwest Quarter of Section 27, Township 18 North, Range 18, East W.M., Kittitas County, State of Washington.

End of Exhibit A

Signature and Notary Pages
Palomino Fields – Water Service Agreement

Return to:
Palomino Fields Utilities, Inc.
301 West 1st Street
Cle Elum, WA 98922

07/01/2021 02:29:35 PM 202107010043
\$110.50 Page: 1 of 8
Agreement PALOMINO FIELDS UTILITIES
Kittitas County Auditor




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.

Palomino Fields Irrigation Service Agreement

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 Expires: _____

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 Expires: _____

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

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Agreement

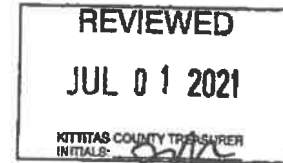
PALOMINO FIELD UTILITIES

Page: 1 of 10

Kittitas County Auditor



Return to:
Palomino Fields Utilities, Inc.
301 West 1st Street
Cle Elum, WA 98922



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 Expires: _____

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 Expires: _____

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option

to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.


A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

 First American Title™	Subdivision Guarantee
Schedule A	ISSUED BY First American Title Insurance Company
	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
Schedule B	ISSUED BY First American Title Insurance Company
	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 <small>ISSUED BY</small> First American Title Insurance Company
Schedule C	<small>GUARANTEE NUMBER</small> 5003353-800507

File No.: 382424AM

The land in the County of Kittitas, State of Washington, described as follows:

TRACT 1:

Tracts A and B, PALOMINO FIELDS PLAT - DIVISION II, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 23 through 29, records of said County.

TRACT 2:

Tracts C-1 and D-1, PALOMINO FIELDS PLAT - DIVISION V, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 88 through 91, records of said County.

File -- Project Desc: S:\15169\15169 MPUR-pr (Plotted - Aug 8, 2017)



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

James A. Clark
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 average and water system herein shown does meet and comply with all requirements of the County Health Dept.

Dated this 14th day of August, A.D., 2017

Cheryl A. Hays
Kittitas County Health Officer

CERTIFICATE OF PLANNING DEPT.

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

Dated this 14th day of August, A.D., 2017

Debra A. Hays
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 full. The plat is now to be filed.

Dated this 14th day of August, A.D., 2017

Debra A. Hays
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.

Dated this 14th day of August, A.D., 2017

Debra A. Hays
Kittitas County Assessor

KITTITAS COUNTY BOARD OF COMMISSIONERS

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

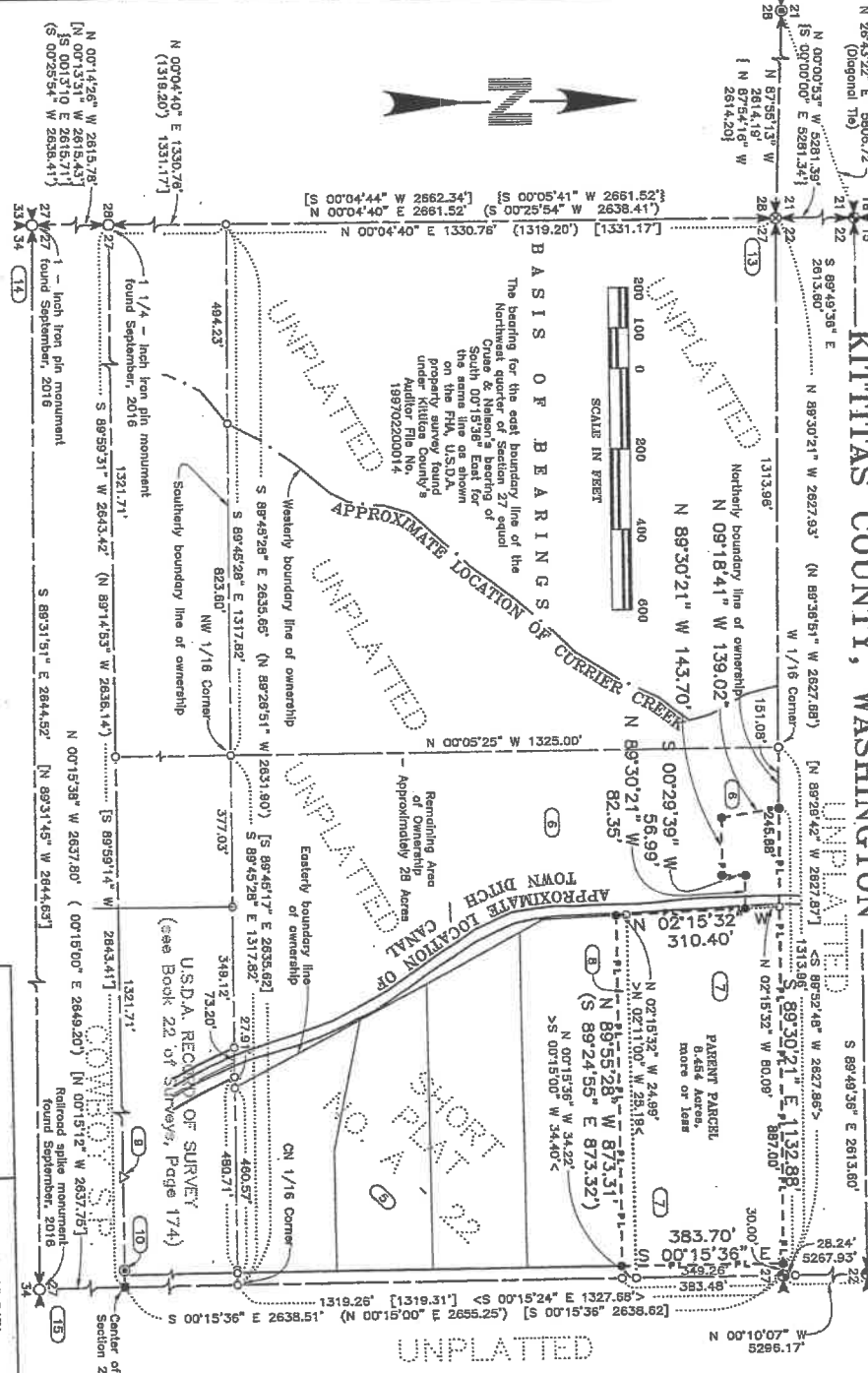
James A. Clark
Chairman

Debra A. Hays
Secretary

ATTEST: *Debra A. Hays*
County Clerk

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



SURVEYOR'S CERTIFICATE

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

Dated this 14th day of August, A.D., 2017

Debra A. Hays
Kittitas County Assessor

AUDITOR'S CERTIFICATE

Filed for record at the request of the Kittitas County Board of Commissioners this 15th day of August, A.D., 2017.

31 minutes past 11 o'clock

A.M. and recorded in Volume 205 of Plats, at Page (e) 201-205, records of Kittitas County, Washington.

RECEIVING NO. 201708150016

Debra A. Hays
Kittitas County Auditor



Bradley P. Hays
Bradley P. Hays, P.L.S.
Washington Land Surveyor No. 49273
WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1388 Hunter Place
Moscow Lake, Washington 98937

RECEIVING NO. 201708150016

Debra A. Hays
Kittitas County Auditor

INSTRUMENT USED
Trimble R10 GPS Receivers
Meridian 530-150-000

INDEXING DATA
SET TERN RISE

WESTERN PACIFIC ENGINEERING AND SURVEY, INC.
Pioneer Way Professional Center
1388 Hunter Place
Moscow Lake, Wash.
LCU

A Portion of the NE 1/4 of the NW 1/4 of Section 27, Township 18 North, Range 18 East, W.M. Palomino Fields Plat - Division I, Kittitas County, Washington

Surveyed by LHR Date 04-16
Drawn by TML/PCS Date 01-17
Checked by HJB Date 07-17
Scale 1" = 200'
Sheet 1 of 6
Project No. 15169

2022

File -- Project Desc.: S:\5169\5169 MP1.pro (Plotted - Aug 11, 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. KITITAS COUNTY, WASHINGTON

Receiving No. 201708150016
LP - 07-31

271818

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

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

LOT 1

LOT 2

LOT 3

LOT 4

N 00°05'25" W 1325.00'

N 00°15'36" W 1319.26' [1319.31'] <S 00°15'24" E 1327.68'>

REECER CREEK RD.

CN 1/16 Corner

S 89°46'28" E 1317.82' (N 89°28'51" W 1315.85') [S 89°45'17" E 1317.81']

CURVE T A B L E

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	50.00'	89°14'46"	77.89'	48.35'	N44°52'39"W	70.24'
C2	275.00'	9°48'14"	47.05'	23.99'	N85°35'32"E	47.00'

SCALE IN FEET

100 50 0 100 200 300

BASIS OF BEARINGS

The bearing for the east boundary line of the
Northwest quarter of Section 27, Township 18
North, Range 18 East of South 00°15'36" East
for the same line as shown on the P.M., U.S.G.A.
property survey found under Kittitas County's
Auditor File No. 189702200014

NOTICE

This is a Boundary Line Survey and as such is not
intended to show, nor does it 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 persons without
the express consent of the Surveyor.
Inwitness and patron.



INSTRUMENT USED

Trimble R10 GPS Receivers
Traverse Closure
Meade Standards Per
WAC 332-150-090

INDEXING DATA

527	128	138
527	128	138
527	128	138

**WESTERN PACIFIC ENGINEERING
AND SURVEY, INC.**

Pioneer Way Professional Center
1320 Boulder Place (509) 835-1023 Moses Lake, Wash.

LCU

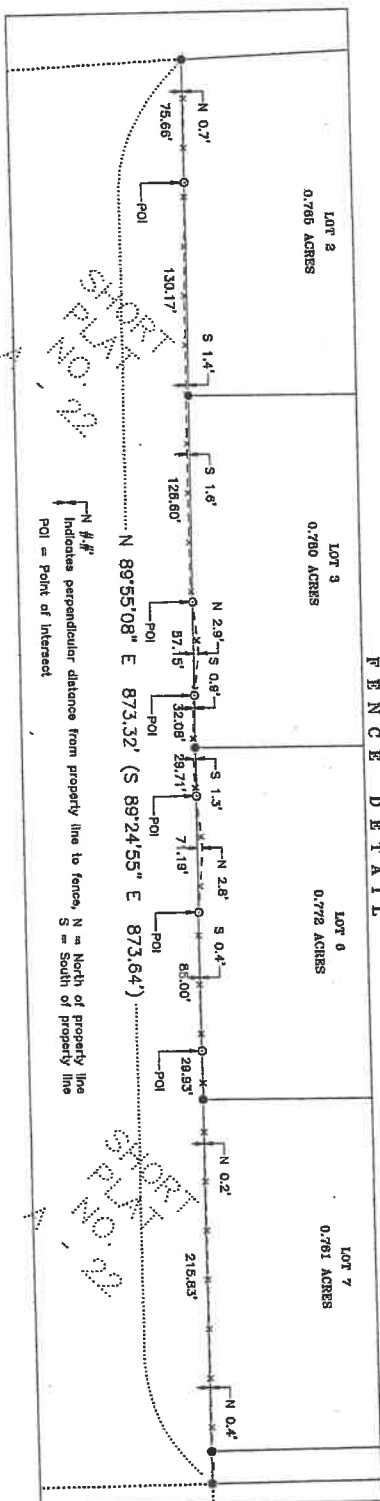
A Portion of the NE 1/4 of the
NW 1/4 of Section 27,
Township 18 North, Range 18 East, W.M.
Palomino Fields Plat - Division I
Kittitas County, Washington

Surveyed by LKH Date 04-16 Scale 1" = 100'
Checked by TML/PCS Date 01-17 Sheet 2 of 5
Reviewed by RBH Date 07-17 Project No. 15169

PALOMINO FIELDS PLAT - DIVISION I
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

Receiving No. 2272015015
LP - 07-31

271818



LEGEND

- 5/8" inch iron pin with surveyor's cap monument set July 11, 2017
located 1.542925' 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 "S 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
- Retired apple monument found September 2016
- Calculated point only
○ Not found or lost


L E G E N D
(continued)

- Previously recorded information from Record of Survey drawing on found under Kittitas County APN 199302200014
- Previously recorded information from Record of Survey drawing on found under Kittitas County APN 199702200014
- Previously rescored information from Statutory Warranty Deed found under Kittitas County APN 416786
- Note - See Sheet 3 of 5
- 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 reidentification by the Surveyor naming said person.

INSTRUMENT USED	INDEXING DATA
Tribble R10 GPS Receivers	
Traverse Closure	
Meets Standards Per	
WAC 332-130-080	
S27 T10N R18E	

**WESTERN PACIFIC ENGINEERING
AND SURVEY, INC.**

Pioneer Way Professional Center
1320 Hunter Place (609)765-1023 Moses Lake, Wash.
LCU

A portion of the NE 1/4 of the NW 1/4 of Section 27,

Palomino Fields Plat - Division 1
Township 18 North, Range 20 East, T18N R20E
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	BMH	Date	07-17	Project No.	15169



LP - 07-01

2P - 07-0

SEVERN & SONS MANUFACTURING

- [illegible]

FROM 17.10.1940... "Lindenberg" 17.10.1940

6. *Identification of sources* Involvement will require identifying an individual or organization that is responsible for the specific activities. This may be accomplished by conducting a background check on individuals and organizations that are suspected of involvement. This may also be accomplished by reviewing the records of the individuals and organizations that are suspected of involvement. This may also be accomplished by reviewing the records of the individuals and organizations that are suspected of involvement.

NOTICE

This survey was prepared for the exclusive use of the judges, personnel, or solely owned in the Surveyor's business. Said confidential data and related to any evidence, just as withheld as required by regulation by the Surveyor and/or said person.



NIGHT TO FARM NOTICE

On February 18, 1977 Chicago Title and Insurance Water Company was contacted in that any information regarding the location and ownership of the "lean ditch." At that time both entities were unable to provide any information. However, the company's present "water rights" map as well as any past maps or descriptions of areas that are now ditches and ditches other than the surveyed location shown on this survey.

[illegible]

AND SURVEY, INC.

4228 Mustang Road
 Newark, New Jersey 07102
 (201) 596-1111

A Portlan of the NR 1/4 of the
 NR 1/4 of Section 87.
 Township 10 North, Range 10 East, W.R.
 Palmetto Glades Plat - Division 1
 Palmetto Glades

Surveyed by: J.M. Bate 8-1-19
 Corrected by: J.M. Bate 8-1-19
 Date of: 1919

1" = 50'
 1" = 40'
 1" = 30'
 1" = 20'
 1" = 10'
 1" = 5'
 1" = 2'
 1" = 1'



PALOMINO FIELDS PLAT - DIVISION I
A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

Receiving No. 2003010004
IP - 07-31

271818

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 Hager Creek, located in Section 27, 1867, In Township 27, North, Range 18 East, N.W., in the County of Kittitas, State of Washington.

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 13° West, 1,341.4 feet,
thence North 86°35' East, 500 feet; thence North 27°47' East, 836
feet; thence North 0°2' West, 879 feet; thence North 69°60' East,
72.8 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 Eriensburg Water Company (Town Ditch).

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 34 and running thence South 0.15 West along the East boundary line 77 feet; thence North quarter section 37, 5.75 feet; thence East along the North boundary line 2.92 West 37.5 feet to the North boundary line of said section; and thence South 89.33 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 THEREFROM the right-of-way of the Elkinsburg Water Company Canal,

This 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 Northwest Quarter of said section; thence South 00°19'00" West along the East boundary line of said section 160 feet to the true point of beginning; thence South 00°35'00" West along the East boundary line of said quarter of quarter section 34.40 feet; thence along the East boundary line of said quarter of quarter section 11.00 feet; thence South 00°00'00" East a distance of 504.70 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.

PROPERTY DESCRIPTION
AS RESULT OF SURVEY

That portion of the Northeast quarter of the Northeast quarter of Section 27, Township 19 North, Range 18 East, N.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:

Commanding at the a 3 - inch brass cap monument found in a monument cress 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 North 89.30.21 West, said Section 27, a distance of 30.00 feet, more or less, to the right-of-way boundary line of BEGINNING; thence South 00.15.36 West, coincident with the West right-of-way boundary line of said right-of-way boundary line of BEGINNING, a distance of 383.70 feet, said course being the Northwest quarter of said Section; thence North 89.55.29 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 143.70 feet; thence South 00.25.35 East, a distance of 143.70 feet; thence North 89.30.21 West, a distance of 133.02 feet to the northeast corner of the Northwest quarter of said Section 17; thence South 89.30.21 East, coincident with the north boundary line of the Northwest quarter of said Section 27, a distance of 1332.60 feet to the POINT OF BEGINNING.

Containing 8.454 ACRES, more or less.

DEDICATION

[illegible]

IN WITNESS WHEREOF, We have hereunto set our hands and seal this
day ..10th... of August....., A.D., 2017.

Patrick Daneen, Manager,
CLE ELM PINES EAST, LLC

DEDICATION

THE OWNER of the land described herein in the above is CLE ELLEN PIERCE KERN, LLC, a Washington Limited Liability Company. The owner hereby declares this plat and dedicate to the public forever all roads and ways herein with the right to make and maintain all roads and ways herein with the right to continue to drain said slopes for cuts and fills, and the right to construct, maintain and use any easements, rights of way, or other easements, and the right to grade, fill, and otherwise improve the same. The owner further agrees that the grading of the roads and ways herein for drainage water or for any other purpose shall be done in such a manner as to cause no damage to the lands and ways herein or drainage water or any other easements, rights of way, or other easements, to hamper proper road drainage. Any encroaching of drainage waters in culverts or ditches or repaving 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 Denham, Manager
 CLE ELUM PINES WEST, LLC

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF KATLANA. } ss

On this day, 1974, of August, 1974, A.D. 2017, before me, _____, a Notary Public, _____, and for the State of Washington, _____, duly commissioned and sworn, personally appeared _____, known to be the secretary of CIE SLIM PINE EAST, LLC, and acknowledged the said instrument for the uses and purposes therein stated, 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
James M. [Signature]
Notary Public in and for the State of
Maine, at
residing at *DeBow, ME*

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF KIMMS) S

On this day... (DTH) of **AMUSAT** A.D. 2017, before me, the undersigned, a Notary Public in and for the State of Texas, appeared and acknowledged to me the foregoing instrument, and acknowledged to me that he is the person whose name is subscribed to the instrument, and that he executed the instrument for the purposes and consideration therein expressed. (the) was authorized to execute the instrument, and that the seal affixed to the instrument is the corporate seal of Said Corporation.

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

Edward P. Ivers
Notary Public in and for the State of
Washington,
residing at *Clallam, WA*

[illegible]

**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 - Division 1
Grant County Washington

Surveyed by	LMH	Date	04-16	Scale	1" = N/A
Drawn by	Tml/PCS	Date	01-17	Sheet	5 of 5
Checked by	BJB	Date	07-17	Project No.	15169

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 E. Pool
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 13th Day of May, A.D., 2019.

Mark E. Pool
Kittitas County Engineer

CERTIFICATE OF PLANNING DEPT.

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

Dated this 15th Day of May, A.D., 2019.

Mark E. Pool
Kittitas County Engineer

CERTIFICATE OF THE SURVEYOR

I HEREBY CERTIFY that the Palomino Fields Plat - Division II has been examined by me and I find that it conforms to the requirements of the Kittitas County Surveyor's Office.

Dated this 15th Day of May, A.D., 2019.

Mark E. Pool
Kittitas County Engineer

CERTIFICATE OF ASSESSOR

I HEREBY CERTIFY that the Palomino Fields Plat - Division II has been examined by me and I find that it conforms to the requirements of the Kittitas County Assessor's Office.

Dated this 15th Day of May, A.D., 2019.

Mark E. Pool
Kittitas County Engineer

KITTITAS COUNTY BOARD OF COMMISSIONERS

EXAMINED AND APPROVED this 21st day of May, A.D., 2019.

Mark E. Pool
Kittitas County Engineer

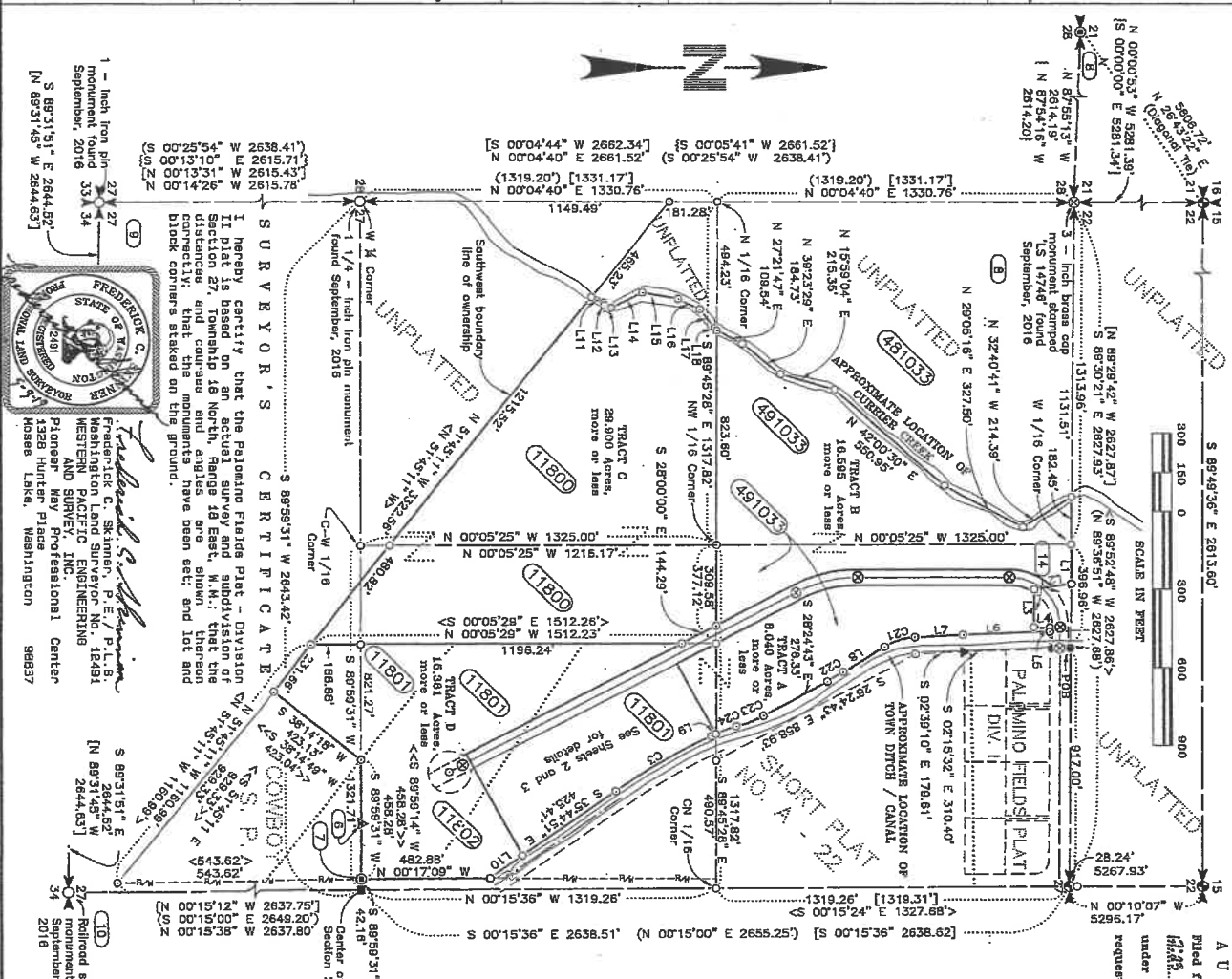
BOARD OF COUNTY COMMISSIONERS

EXAMINED AND APPROVED this 21st day of May, A.D., 2019.

Mark E. Pool
Kittitas County Engineer

PALOMINO FIELDS PLAT - DIVISION II

A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. ENTIRE PLAT MAP



AUDITOR'S CERTIFICATE

I have examined the foregoing plat and find it correct and true to the original survey and the same is hereby certified to be correct and true to the original survey and the same is hereby certified to be correct and true to the original survey.

Dated this 21st day of May, A.D., 2019.

Mark E. Pool
Kittitas 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 Gruese and Nelson's bearing of South 00°15'35" East for the same line as shown on Kittitas County's property Auditor File No. 19970220014.

INSTRUMENT USED

Trimble R10 GPS
Trimble Hi-Corner
WAC 332-130-000

INDEXING DATA

SE2 T18N R18E

WESTERN PACIFIC ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Main Street, Suite 100
Spokane, WA 99201
Phone: (509) 755-1285
Fax: (509) 755-1286
Website: www.westernpacific.com

LCU, INC.

Surveyed by LHM
Drawn by TML/FCS
Checked by FCS
Scale 1" = 300'
Sheet 7 of 7
Project No. 18146

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

LEGEND

181827

Tract C
29,000 Acres,
more or less

N 00°05'29" W 1385.12

15.381 Acres,
more or less

-Centerline of Town Ditch / Canal
(Ellensburg Water Company Town
Ditch) as defined on the Record
of Survey drawing as found in
Book 22, pages 174 and 175,
of Surveys under Kittitas County's
APN 199702200014

N 89°45'28" W 101.06'

STATE IN DEPT

100 50 0 100 200 3

REECER CREEK ROAD

S 00°15'36" E 2638.51' (N 00°15'00" E 2655.25') [S 00°15'36" 2638.62] To N. 1/4 Corner

- | | |
|-----|---|
| ● | 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 etamped "Kittitas County" found September, 2016 |
| ⊗ | 2" - inch brass cap monument etamped "LS 12491" grouted in a 2-inch pipe set in a monument case April, 2019 |
| ▲ | 5/8" - inch iron pin with surveyor's cap etamped "12491" monument found September 2016 |
| ▲ | 5/8" - inch iron pin with surveyor's cap etamped "18093" monument found September 2016 |
| ⊙ | 5/8" - inch iron pin with no surveyor's cap monument found September 2018 .. |
| □ | 1" - inch iron pin with no surveyor's cap monument found September 2016 |
| ■ | Rollroad apple monument found September 2016 |
| ◆ | 5/8" - inch iron pin with surveyor's cap marked "LS 49237" monument set July 11, 2017 |
| ▲ | 5/8" - inch iron pin with surveyor's cap marked "LS 12491" monument found April 10, 2018 and verified |
| ○ | Calculated point only
- no monument found or set |
| () | Previously recorded information from Preston Short Plats 202 and 203, and information on drawing of Short Plats G, Short Plat No. 77-12
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 Poloncho Fields Plat - Div. I, as found in Volume 12 of Plots, pages 201 through 205, under Kittitas County's AFN 201708150016 |
| >> | Previously recorded information from the Record of Survey drawing as found in Book G of Short Plats, pages 202 through 203, under Kittitas County's AFN 200410400331 |
| ② | Note - See Sheet 5 of 7 |

Note - See Sheet 5 of 7





WESTERN PACIFIC
ENGINEERING & SURVEY

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
Tl: (509) 765-1923 Ft: (509) 765-1286
Services in Washington and Idaho

INSITU-MENT GPS
Trimble R10 GPS
Receivers
Troyers Closure
Media Standards Per
WAC 352-130-0980

INDUSTRIAL DESIGN
527 118N 191E



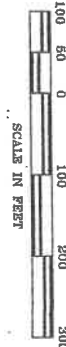
LCU, INC.

Surveyed by	LMH	Scale	1" = 100'
Drawn by	Tml/	Sheet	2 of 7
Checked by	FCS	Project No.	18146

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

NOTICE

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



The bearing for the east boundary line of the Northwest quarter of Section 27 equal Course & Nelson's bearing of South 00°15'36" East for the same line as shown on the F.H.A. U.S.D.A. property survey found under Kittitas County's Auditor File No. 189702200014

SHORT PLAT
NO. 422

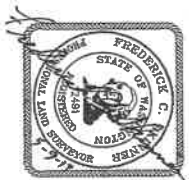
TRACT B
16.595 Acres,
more or less

TRACT A
8.040 Acres,
more or less

MATCH LINE

TERRA DEVELOPMENT SERVICES CORPORATION
18 E. Hunter Place, Moses Lake, Washington
T:(509)765-1023 F:(509)765-1298

Surveyed by	LMH	Scale	1" = 100'
Drawn by	Tml/	Sheet	5 of 7
Checked by	FCS	Project No.	18144

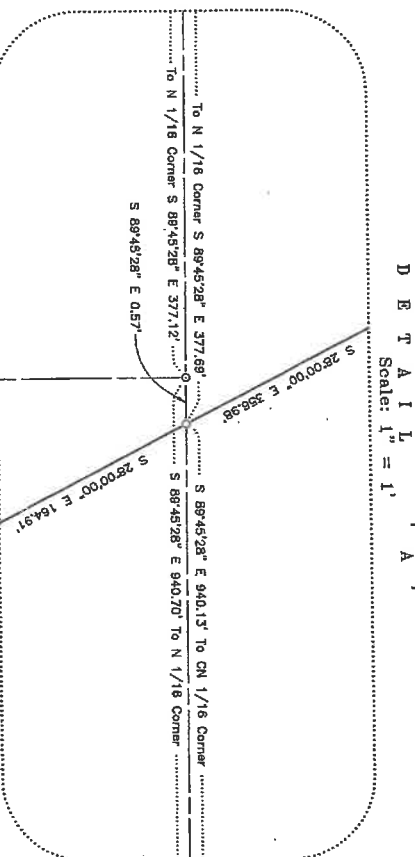
[illegible]

PLAT NOTES

1. Existing thirty-foot (30.00') Kittles County Road Right-of-Way.
2. The short plat name is shown on top of the short plat as "Kittles County Road Right-of-Way" but the County refers to this same short plat as "SHORT PLAT A-22". Said plat is filed under the Kittles County Auditor's file Number as 415400.
3. Tract A 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 A 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 B 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 6/8-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 Kittles County Auditor's Office under the Auditor's file Number B36434.
9. Land Corner Record for Section Corner is filed with the Kittles County Auditor's Office under the Auditor's file Number 135912150012.
10. Land Corner Record for Section Corner is filed with the Kittles County Auditor's Office under the Auditor's file Number 135912150013.
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, Kittles County Auditor's file No. 135912500014
13. Kittles County Temporary Road Access Easement - to be vacated upon road being extended to Revere Creek.
14. Area platted on the Palomino Field Plat - Division I, as recorded in Volume 12 of Plans, Pages 20-21, N 17°22'22" E, under the Kittles County Auditor's file Number 201705150016.
15. Existing forty-foot (40.00') Kittles County Road Right-of-Way (40.00' each side of centerline).
16. Existing 61x-61x - foot (66.00') Town Ditch Right-of-Way Easement (66.00' each side of centerline) and the Auditor's file Number 135912200014.
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 herein to the property line that lies immediately east of said Town Ditch.

WATER NOTES

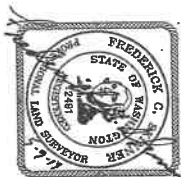
On February 8, 2017 Chicago title and Easenburg Water Company were contacted to find any information regarding the location and ownership of the "Towm Ditch." At that time both parties were unable to provide any information to said ditch. The Easenburg Water Company believes there is at least a prescriptive 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 Plot and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

C U R V E													T A B L E			C H O R D		
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	SECTING	CHORD						CHORD					
C1	2293.00"	10 29.41"	416.16"	209.67"	S 30 31.31 E		416.60"											
C2	20.00"	80 00.00"	20.94"	11.56"	S 55 00.00" E		20.00"											
C3	60.00"	300 00.00"	416.86"		S 62 00.00" W		60.00"											
C4	20.00"	60 00.00"	62.94"	11.65"	N 02 00.00" E		20.00"											
C5	197.04"	80 28.00"	189.66"	5.45 14.48" W			266.65"											
C6	500.00"	80 28.00"	244.36"	1304.66"	S 14 00.00" E		541.92"											
C7	137.04"	80 28.00"	97.26"	50.24"	S 17 44.25" W		251.78"											
C8	197.04"	48 50.94"	173.64"	91.77"	S 22 05.12" E		169.05"											
C9	470.00"	28 00.00"	228.69"	117.78"	S 14 00.00" E		227.41"											
C10	530.00"	28 00.00"	255.01"	132.41"	S 14 00.00" E		256.44"											
C11	2293.00"	2 50.94"	113.27"	66.56"	S 26 43.57" E		113.28"											
C12	2293.00"	3 16.54"	132.59"	66.06"	S 29 48 11" E		132.57"											
C13	2293.00"	3 16.32"	148.52"	64.28"	S 33 04.23" E		148.50"											
C14	2293.00"	1 03.48"	42.30"	21.16"	S 35 13.00" E		42.30"											
C15	2250.00"	10 26.41"	410.16"	209.65"	S 30 31.30 E		409.60"											
C16	2217.00"	10 06.93"	391.36"	196.20"	S 30 41.65 E		390.87"											
<231.36">																		
C17	200.00"	29 57.16"	70.85"	53.50"	S 17 37.48" E		103.37"											
C18	1000.00"	4 11.43"	145.82"	36.63"	S 30 30.74 E		73.61"											
C19	646.32"	12 09.47"	145.60"	58.12"	S 22 19.46" E		115.65"											
C20	500.00"	9 03.14"	75.01"	39.55"	S 20 46.35" E		78.93"											
C21	257.00"	59 57.16"	121.81"	62.35"	S 17 37.46" E		150.45"											
C22	943.00"	4 41.43"	70.81"	39.48"	S 30 30.74 E		104.72"											
C23	512.82"	12 09.47"	105.80"	54.50"	S 22 19.46" E		86.14"											
C24	559.00"	9 03.14"	84.22"	42.60"	S 20 46.35" E		84.14"											



INSTRUMENT USED Trimble R10 GPS Receivers Traverses Closure Meets Standards For WAC 332-130-090	INDEXING DATA  527 118N R18E
---	--

**WESTERN PACIFIC
ENGINEERING & SURVEY**
A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
Tl:(509)765-1023 F:(509)765-1288
Services in Washington and Idaho

Surveyed by	LMH	Scale	1" =	N/A
Drawn by	Tml/	FCS	Sheet	5 of 7
Checked by	FCS	Project No.	18146	

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

181827

13/28

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

PALOMINO FIELDS PLAT - DIVISION II
A PTN. OF THE E ½ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

SURVEYOR'S NARRATIVE

ORIGINAL
PROPERTY DESCRIPTION

1. Historically two different locations of the north quarter corner of Section 27 Township 18 North, Range 18 East, N.W. 1/4, have been used. In 1877, the north quarter monument was killed and the location of the monument was determined by the Kittitas Co. Auditor as being approximately 40 feet from the road. The monument has been removed possibly due to road reconstruction. In 1993 via the survey recorded under Kittitas Co. Auditor's File Number 539777, 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 26.24 feet.

2. The 3-inch brass cap monument found at the intersection of Peacer Creek Road and Bowens Road was said to establish the north boundary of the northeast quarter of Section 16, Township 36N, Range 12E, T16N, R12E, S36N. By holding this monument as evidence of a boundary, it would have a negative impact, 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
41B140

Tract 1 of Statutory Warranty Deed recorded under A/FN
201410160051

Tract 2 of Statutory Warranty Deed recorded under AFN
201410480051

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 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 states along Reecer Creek Road.

After contacting Killebrew County and doing independent research, we found no specific records recorded in the records of the Killebrew County Auditor's Office. Thereafter with no other evidence, for this survey, the centerline of the county road known as Racey Creek was defined in the northeast quarter of the northwest quarter of the northeast quarter of the southeast quarter of the northwest quarter of said section. The road centerline matches that of said Auditor's file Number 418340.

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 additional 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.

TRACT 2:
That portion of the Northwest Quarter of the Northwest Quarter lying East of the center line of the channel of Peacer Creek, as located in October 3, 1897, in Section 27, Township 18 North, Range 18 East, W.N., in the County of Kittitas, State of Washington;

The Northaast 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 Section 25, and running thence South 15° West, 1,321.5 feet; thence North 27.47° West, 830 feet; thence North 89.3° West, 500 feet; thence North 27.47° West, 879 feet; thence North 59.50° East, 75.8 feet; thence North 2.2° West, 835.75 feet; thence North 334.05 feet to the point of commencement.

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

TRACT 2
The No

inval. 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 Reeser Creek as located on October 3, 1957.

AND

All that portion of the Southwest Quarter of the Northwest 1/4 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 Reaser Creek as located on October 3, 1897, 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, Parcel A, B, H and K of that certain Survey as recorded February 1, 1964, in Book 32, of the Survey, pages 171 and 175, under Auditor's file No. 198702200014, records of Kittitas County, Washington, EXEMPTING any portion of said Parcel F and G, lying within the COMBOW SHORT PLAT, Kittitas County Short Plat No. 04-04, as recorded October 4, 2004, in Book 6 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 Plot and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

LINE	BEARING	DISTANCE
L1	S 89.30 21. E	116.84
L2	(N 69.30 21. M)	116.84
L3	S 09.18 41. E	139.02
L4	(N 09.18 41. M)	139.02
L5	S 89.30 21. E	139.02
L6	(N 09.29 39. M)	56.99
L7	S 89.30 21. E	16.28
L8	S 02.45 32. E	313.80
L9	S 02.39 26. E	179.84
L10	S 36.36 26. E	182.89
L11	S 26.18 10. E	18.79
L12	(N 26.18 10. M)	<18.79>
L13	S 39.44 61. E	146.15
L14	S 28.30 07. E	49.87
L15	(N 28.30 07. E)	49.87
L16	S 78.12 25. E	10.33
L17	(N 78.12 25. E)	10.33
L18	S 13.20 59. E	28.07
L19	(N 13.20 59. E)	28.07
L20	S 26.40 51. W	130.05
L21	(N 26.40 51. W)	130.05
L22	S 10.21 56. E	138.08
L23	(N 10.21 56. E)	138.08
L24	S 28.13 14. E	50.11
L25	(N 28.13 14. E)	50.11
L26	S 53.29 36. E	89.88
L27	(N 53.29 36. E)	89.88
L28	S 44.28 13. E	43.34
L29	(N 44.28 13. E)	43.34



LCU, INC.

Surveyed by LMH Scale 1" = N/
 Drawn by Tml/FCS Sheet 6 of
 Checked by FCS Project No. 1814

**WESTERN PACIFIC
ENGINEERING & SURVEY**

A TERRA DEVELOPMENT SERVICES CORPORATION
1328 E. Hunter Place, Moses Lake, Washington
T:(509)765-1023 F:(509)765-1268
Services in Washington and Idaho

INSTRUMENT USED
Trimble R10 GPS
Receivers

INDEXING DATA

Traverse Closure
Meets Standards Per
WAC 332-130-090

S27 T18N R18E

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

181827

13/29

PALOMINO FIELDS PLAT - DIVISION II
A PTN. OF THE E 1/2 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

GENERAL NOTES

1. As per RCW 17.10.440, 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 be the location of the boundaries and shall be subject to the five feet each side of the easement. Said easement shall be for public utilities, gas, irrigation, and cable television.
4. Subdivision Guarantee No. 72185-46708762, as provided by Chicago Title Insurance Company, All easements, rights, and interests in the property shall be those with a plattable location have been shown on face of plat.

IRRIGATION NOTES

1. The Ellensburg Water Company's canal and canal road runs on the eastern edge of this Palomino Fields Division II Subdivision. The canal road is located on the Division II Subdivision'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, the individual parcels and delivers the water to the Division II Subdivision. The Palomino Fields Water System, Inc. owns the shares of the Palomino Fields Water System, Inc. as the water master for any and all irrigation water and acts as the water master 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 dedicate, this plat and dedicate to the public forever all roads and ways hereon with the right to continue to drain said roads and ways over and across any lot or lots, where water, mud, rocks and natural course, in the original proposed reasonable grading of the roads and ways hereon, shall be subject to the five feet each side of the road or ways hereon no drainage water on any lot or lots shall be discharged upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage waters in culverts, drains or retaining thereof across any lot or lots shall be done 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 PINES 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 PINES EAST, LLC, a Washington Limited Liability Company

Manager

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF Kittitas) SS

On this day 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 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 above, for the State of Washington, residing at Ellensburg

STATE OF WASHINGTON)
COUNTY OF Kittitas) SS

On this day 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 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 above, for the State of Washington, residing at Ellensburg



INSTRUMENT USED		INDEXING DATA	
Trimble R10 GPS		Towers County	
Meade Standards Per WAC 352-130-090		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		ICU, INC. Scale 1" = N/A Drawn by Tm/ FCS Sheet 7 of 7 Checked by FCS Project No. 18146	

181827

Directly to the Board

7. 1990年12月15日，在《人民日报》发表署名文章《论邓小平的“南方谈话”》，指出“南方谈话”是继十一届三中全会之后，中国改革开放的又一个里程碑。

A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT - DIVISION II
A PORTION OF THE S $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

181827

- B/A - 1 inch iron pin with marked "LS 12491" monu

- Note - See Sheet 3 of 4**

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

Surveyed by	L.M.H.	Scale	1" = 100'
Drawn by	Tml/FCS	Sheet	2 of 4
Checked by	FCS	Project No.	18146

Figure 1

This is a Major Plot subversion Survey and as such is not intended to show, nor does it purport to show, all excitements and encumbrances.

18" W 423.13' S 89°59'31" W 42.16'

Center of
Section 27

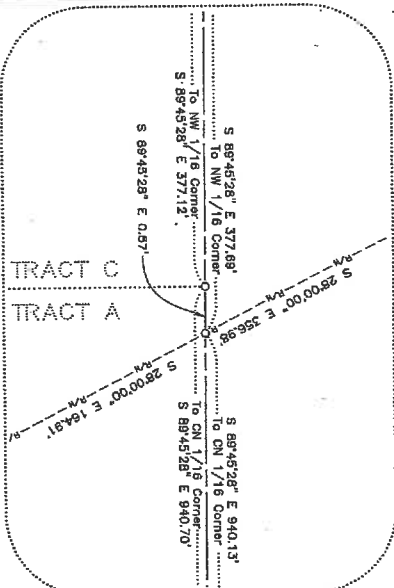
13/60

File -- Project Desc: S:\18146\18146.DWG 5\18146.MPS.pro (Plotted - Jan 15, 2020)

PALOMINO FIELDS PLAT - DIVISION V
A REPLAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT - DIVISION II
A PORTION OF THE S 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS 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 23 through 25, 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 assessment of ten feet in width is reserved along all parcel lot lines. The ten foot assessment shall split the exterior plat boundaries and shall be divided five feet each side of the interior lot lines. Said assessment shall be for public utilities, gas, irrigation, and cable television.
4. Subdivision Guarantee No. 72458-4640372, 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 of water lines. The Town of Ellensburg and the Ellensburg Water Company believe 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 subdivision Survey and as such is not intended to show, nor does it purport to show, all easements and encumbrances.

This survey was prepared for the 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 reclassification by the Surveyor naming said person.

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 6/8-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 335434.
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. 18970200014.

CURVE TABLE

CHARGE	RADIUS	DELTA	ARC	TANGENT	CHORD BEARING	CHORD
C1	157.04	90°28'39"	248.03	189.40	S 45°14'49" N	223.04
C2	470.00	29°00'00"	259.89	117.18	S 14°00'00" E	287.41
C3	80.00	60°00'00"	20.94	11.55	S 58°00'00" E	20.00
C4	80.00	300°00'00"	418.88	11.55	S 82°00'00" W	80.00
C5	80.00	60°00'00"	20.94	11.55	N 02°00'00" E	20.00
C6	530.00	28°00'00"	259.89	117.18	S 14°00'00" E	287.41
C7	217.04	80°28'39"	342.79	216.92	S 45°14'49" N	308.26
C8	187.04	80°28'39"	285.41	186.66	S 45°14'49" N	255.65
C9	500.00	28°00'00"	244.35	124.56	S 14°00'00" E	241.92
C10	25.00	90°00'00"	25.27	25.00	S 17°00'00" W	35.35



**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 LKH Scale 1" = N/A
Drawn by Tm/PCS Sheet 3 of 18146
Checked by FCS Plotted No. 18146

INSTRUMENT USED

Trimble R10 GPS
Receiver
Trimble SCS100
Meas Standards Per
WAC 352-130-050

INDEXING DATA

S27 T18N R12E

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

181827

13/1

13/1

RECEIVING NO.
LPF-19-00004
LP-07-00031

181827

PALOMINO FIELDS PLAT - DIVISION V
A REPEAT OF TRACT C AND TRACT D, PALOMINO FIELDS PLAT - DIVISION II
A PORTION OF THE S 1/2 OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
KITITAS COUNTY, WASHINGTON

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

- Historically two different locations of the north quarter corner of Section 27, Township 18 North, Range 18 East, W.M. have been shown on the plat. The monument 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 538177, a nail and washer was set with a note that Kittitas Co. Auditor's File Number 418140 was removed. The location of these two monuments differ by 28.24 feet.
- The 3-inch brass cap monument found at the intersection of Reecer Creek Road and Bowers Road was held to establish the north boundary of the north quarter of the north side of this line. The monument appeared negative impact, 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.
- However, the 1977 monument location was held for the purposes of locating the following three parcels:
Kittitas Co. Short Plat No. A-82 recorded under AFN 418140
Tract 1 of Statutory Warranty Deed recorded under AFN 201410160061
Tract 2 of Statutory Warranty Deed recorded under AFN 201410160061
- In addition, other monuments and fence lines were used to help confirm the boundaries of said Short Plat.
- The west quarter corner of Section 27 recorded on said Auditor's File Number 418140 was 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.
- 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 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 shown on the plat. The said centerline matches that of said Auditor's File Number 418140.
- 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 additional adjoining property in this general area.

D E D I C A T I O N S

DEDICATION KNOW ALL MEN by these presents, CLE ELUM PINES WEST, LLC, a Washington Limited Liability Company, do hereby declare this plat and dedicate to the public forever all roads and ways hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the ordinary seasonal 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 or drainage waters in culverts or ditches or routing thereof across any lot and may 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

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

STATE OF WASHINGTON)
COUNTY OF) SS

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

WITNESS my hand and official seal the day and year first written.
Notary Public in and for the State of Washington.
residing at

STATE OF WASHINGTON)
COUNTY OF) SS

On this day of A.D., 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and 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 to the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first written.
Notary Public in and for the State of Washington.
residing at

N O T I C E

This is a Major Plot subdivision Survey and as such is not intended to show, nor does it purport to show, all easements and encumbrances.
This survey was prepared for the exclusive use of the person, persons, or entity named in the Dedication hereon. Said certificate does not extend to any unrecorded person without an expressed consent of the Surveyor naming said person.



INSTRUMENT USED		INDEXING DATA	
Trimble R10 GPS Receiver		527 118N R18E	
Towers Closure Meets Standards Per WAC 332-130-090			
WESTERN PACIFIC ENGINEERING & SURVEY A TERRA DEVELOPMENT SERVICES CORPORATION 1326 E. Hunter Place, Moses Lake, Washington 1(509)765-1023 F(509)765-1298 Services in Washington and Idaho			
Surveyed by LHM Drawn by Tml/FCS Checked by		Scale 1" = N/A Sheet 4 of 4 Project No. 18146	

When recorded return to:
Cle Elum Pines West, LLC
Cle Elum Pines East, LLC
Box 808
Cle Elum, WA 98922

03/29/2016 03:02:19 PM

201603290030

\$75.00
Covenants AMT
Kittitas County Auditor

Page: 1 of 3



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

AMT 75-

**DOCUMENT TITLE: DECLARATION PALOMINO FIELDS DRAINFIELD
RESTRICTIVE COVENANT**

**GRANTOR: CLE ELUM PINES EAST, LLC a Washington Corporation and CLE
ELUM PINES WEST, LLC a Washington Corporation (hereinafter referred to as
the "Grantors")**

**GRANTEE: PALOMINO FIELDS HOME OWNERS ASSOCIATION, Inc. a
Washington Corporation (hereinafter referred to as the "Grantee")**

**LEGAL DESCRIPTION: A portion of northwest quarter Section. 27, Township 18,
Range 18 East and A portion of northeast quarter of the southwest quarter
Section. 27, Township 18, Range 18 East as further described on Exhibit A
attached hereto.**

DECLARATION PALOMINO FIELDS DRAINFIELD RESTRICTIVE COVENANT

**WHEREAS the Palomino Fields plat is served by multiple community drain fields;
and**

**WHEREAS the Palomino Fields community drain fields are located on and
between various parcels through out the Palomino Fields plat; and**


**WHEREAS the Palomino Fields plat community drain fields will benefit from
protective restrictive covenants; and**

**NOW THEREFORE, the grantor agrees that said grantor, his/her (their) heirs,
successors and assigns will not construct or maintain or suffer to be constructed
or maintained within the community drain field area: any structures, roads,
driveways, or trails for vehicular traffic; and shall not excavate or compact natural
soil within this area; and shall not plant or maintain, or suffer to be planted or
maintained, any trees or shrubs over said septic systems drain fields.**

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

DATED: March 28, 2016

CLE ELUM PINES EAST, LLC



PATRICK D. DENEEN, Manager

CLE ELUM PINES WEST, LLC

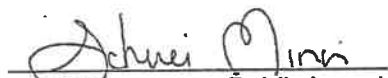
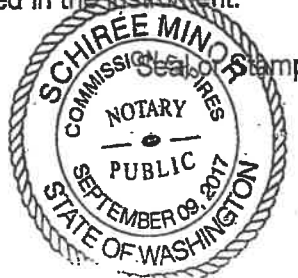


PATRICK D. DENEEN, Manager

State of Washington
County of Kittitas;

I certify that I know or have satisfactory evidence that Patrick D. Deneen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the Manager of CLE ELUM PINES WEST, LLC and the Manager of CLE ELUM PINES EAST, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 28, 2016


Signature, Notary Public in and
for the State of Washington

Printed name: Schirree Minner
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
EXHIBIT A
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 6 OF SHORT PLATS, PAGES 202 AND 203, UNDER AUDITOR'S FILE NO. 200410040031, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

TRACT 1:

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


A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER OF QUARTER SECTION AND RUNNING THENCE SOUTH 0°15' WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION 377.5 FEET; THENCE WEST 904.7 FEET; THENCE NORTH 2°02' WEST 377.5 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION; AND THENCE SOUTH 89°39' EAST ALONG SAID NORTH BOUNDARY LINE 917.0 FEET TO THE POINT OF BEGINNING.

TRACT 2:

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

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°15'00" WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION A DISTANCE OF 377.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°15'00" WEST ALONG THE EAST BOUNDARY LINE OF SAID QUARTER OF QUARTER SECTION A DISTANCE OF 34.40 FEET; THENCE NORTH 89°24'55" WEST A DISTANCE OF 903.64 FEET; THENCE NORTH 02°11'00" WEST A DISTANCE OF 25.19 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 904.70 FEET TO THE TRUE POINT OF BEGINNING.

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

<p>REVIEWED BY: <u>[Signature]</u> DEPUTY, KITTITAS COUNTY TREASURER DATE: <u>8-5-08</u> STANDS BEFORE ME: <u>SPA</u> REPRESENTING: <u>DR. HORTON</u> STATING THAT NO CONSIDERATION IS BEING PAID.</p>	<p style="text-align: center;">RECORDER'S USE ONLY</p> <p>08/05/2008 09:32:36 AM 200808050001 \$53.00 Page 1 of 12 Contract CITY EBURG Kittitas County Auditor</p> <p>1 </p>
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Return To:
Shawnté Anderson
12931 NE 126th Pl
Kirkland, WA 98034

AUDITORS NOTE Portions of this document poor quality for imaging

Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

- A. Document Titles (or transactions contained therein):**
 1 Contract for Reimbursement for Water/Sewer Facilities
 2 _____
- B. Grantor (last name, first name, middle initial):**
 1 SSH1, LLC
 2 _____
 Additional grantors on page ____ of document.
- C. Grantee (last name, first name, middle initial):**
 1 City of Ellensburg
 2 _____
 Additional grantees on page ____ of document.
- D. Legal description (lot, block, plat or section, township, range):**
A portion of 1/2 West half of the NE 1/4, Sec. 27, Twp. 18N,
 Additional legal description on page ____ of document. Range 18E
- E. Assessor's property tax parcel/account number(s):**

- F. Reference numbers of documents assigned or released:**

 Additional references on page ____ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

08/05/2008 09:32:36 AM

200808050001

\$53.00
Contract CITY EBURG
Kittitas County Auditor

Page 2 of 12



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
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- 5.) The parties further acknowledge that \$35,275.00 of the cost of the improvement for the water main and \$5,644.80 for the sewer main represents the cost of oversizing of the utilities which benefits the entire City water system and were installed for the purpose of servicing future water and sewer system customers, and for which the City will pay to the developer under separate agreement.
- 6.) The parties agree that the area benefited by said extensions amounts to 2558 front feet along Reecer Creek Road for sewer and 3893 front feet along Bender Road and 200 along Reecer Creek Road for water of which one half, along property frontage and 100% offsite is directly attributable to the owner. The remaining benefited property (future service area) resulting in a fair pro rata share of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby who tap or connect to said system. The new extensions shall be reimbursed on a front footage and or square footage basis. The reimbursement for the watermain on Reecer Creek Road shall be a per front foot charge of \$88.76 and \$60.50 for Bender Road to the properties indicated on Figure 2. The reimbursement for the sewer main on Reecer Creek Road shall be a per foot charge of \$51.04 South of the John Wayne Trail and \$56.76 North of the John Wayne Trail to the properties indicated on Figure 1 and Figure 3.
- 7.) The City and the Owner desire to and intend by this agreement to provide for collection of the fair pro rata share of the cost of construction of said extension from the owner(s) of the benefited properties shown on Figures 1, 2 and 3 who did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, Chapter 35.91 RCW, provided that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions shown on Figure 1 & Figure 2 shall become a part under the terms of this contract, pursuant to provisions of any Resolution, or policy now or hereafter in effect. The imposition by the City of any such requirements shall not be deemed an impairment of this contract though it may be imposed in such manner as to refuse service to an Owner of the benefited property to secure compliance with such requirements of the city.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth it is agreed by and between the parties hereto as follows:

- a.) All of the recitals set forth above are adopted by the parties as material terms of this agreement.
- b.) Owner shall transfer title free and clear of all encumbrances, to the extension shown in Figures 1, 2 and 3 by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the



City, which instrument shall contain Owners warranty that is has good title and the right to convey said extensions, and that it will warrant and defend the City against any claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after date of acceptance by the City, and that it warrants said extension to be fit for the use for which it is intended.

- c.) Owner further warrants that it is the owner in title absolute of the extensions shown in Figures 1, 2 and 3, that it has neither permitted nor suffered any person or other entity to tap onto said extension prior to the date of this agreement; that the sum of \$60.50 & \$88.76 (for water) and \$51.04 & \$56.76 (for sewer) per lineal front foot is a fair pro rata charge to be assessed against the owner(s) of each parcel within the benefited premises (future service area), as shown on Figures 1, 2 and 3 who subsequently tap onto or connect to said facility, and to further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions per provisions of Title 60 RCW. In the event any lien or other claim against said extensions is asserted after conveyance to the City, which lien or claim arose on or prior to such conveyance, then the Owner shall defend and save harmless the City from loss on account thereof, and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this agreement.
- d.) In consideration of the conveyance of the extensions shown in Figures 1, 2 and 3 the City agrees to accept said extension for maintenance as a part of its facility, after inspection and testing by the City. The City further agrees to collect from the owners of the realty benefited by said line who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair pro rata share of the cost of such construction based upon the sum of \$60.50 & 88.76 (for water) and \$51.04 & \$56.76 (for sewer) per lineal front foot; unit charges shall be conclusively presumed to be a fair pro rata charge against the benefited parcel(s). In addition to the amounts agreed to be collected by the City in this paragraph, the City shall charge in addition to its usual and ordinary charges made against persons applying for service from said facility a sum equal to fifteen percent of the amount agreed in this paragraph by the City to be collected for Owner from person tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping and accounting pursuant to the terms of this agreement.
- e.) The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt by the City at the address of the Owner as set forth hereinafter or at such other address as the Owner shall provide by Certified mail. If said payments are returned to the City unclaimed by the Owner or if the City is




unable to locate the owner, after six (6) months, the City shall retain all sums then received and all future sums collected under this agreement.

- f.) In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by the operation of law, the City shall pay any benefits accruing hereunder, after notice, to the successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this contract, or other parties which the City believes to be necessary or proper and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.
- g.) The City agrees not to allow any Owner or user of any benefited property as described in Figures 1, 2 and 3 (future service area) to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair pro rata charge hereinabove set forth.
- h.) The City shall be entitled to rely with acquittance on the provisions of this contract with respect to the fairness of the pro rata charge herein provided, and upon the description of the benefited properties set forth in Figure 1 and Figure 2 and Figure 3 (future service area).



- i.) This agreement shall become operative upon its being recorded with the Auditor of the County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen years after the date of such recording, or until the owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier, provided, that in the event the additions shown on Figures 1, 2 and 3 or any portions thereof shall, during the term of this agreement, be rendered useless by the redesign or reconstruction in the absolute judgment of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this agreement shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals the day and year first above written.

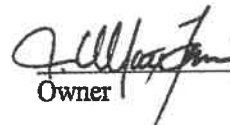


City Manager

Approved as to form:



City Attorney

 DIVISION PRESIDENT
Owner

Owner's address:

12931 NE 126th Pl

Kirkland, WA 98034



**BLACK HORSE DEVELOPER'S REIMBURSEMENT AGREEMENT
EXHIBIT A**

Reecer Creek Road
8" PVC Sewer Main

Description	Quantity	Unit Cost	Total
8" PVC	2558 LF	\$ 33.50	\$ 85,693.00
Manholes	11 EA	3,650.00	40,150.00
Connect to Existing	1 EA	1,860.00	1,860.00
Trench Dam	8 EA	295.00	2,360.00
Cleanouts	2 EA	974.00	1,948.00
Grade for Asphalt	2200 SY	31.00	68,200.00
Saw Cutting	2540 LF	1.70	4,318.00
Class B Asphalt	2160 SY	9.65	20,844.00
Base Course	785 TN	13.40	10,519.00
Top Course	365 TN	15.30	5,584.50
Fog Line	2300 LF	0.27	621.00
Engineering	1 LS	19,000.00	19,000.00
Total			\$ 261,097.50

Cost distributed equally for east and west sides of main. Therefore 50% of
sewer: $\$261,097.50 / 2 = \$130,548.75 / 2558 \text{ LF} = \$51.04 \text{ per Frontage Foot}$

REECER CREEK ROAD NORTH OF JOHN WAYNE TRAIL (See Figure 3)

Easement cost distributed from north of John Wayne Trail to Bowers: Therefore cost of
easement $\$50,000.00 / 4370 \text{ LF} / 2 = \$5.72 \text{ per Frontage Footage north of the}$
John Wayne Trail.

**BLACK HORSE DEVELOPER'S REIMBURSEMENT AGREEMENT
EXHIBIT B**

Bender Road

8" DIP Water Main (note priced is for 8" equivalent)

Description	Quantity	Unit Cost	Total
8" DIP	3893 LF	\$ 50.10	\$ 195,039.30
6" DIP	10 LF	66.00	660.00
6" Gate Valve	1 EA	1,010.00	1,010.00
8" Gate Valve	6 EA	1,280.00	7,680.00
12" Butterfly Valves	13 EA	1,280.00	16,640.00
Connect to Existing	1 EA	3,480.00	3,480.00
12" Caps	1 EA	299.00	299.00
8" Caps	4 EA	299.00	1,196.00
6" Caps	1 EA	271.00	271.00
Temp. Blow Off	1 EA	2,610.00	2,610.00
Air Vac	2 EA	2,740.00	5,480.00
Grading	6260 SY	12.58	78,750.80
Saw Cut	9000 LF	1.70	15,300.00
Asphalt	6260 SY	9.65	60,409.00
Top Course	1000 TN	15.30	15,300.00
Base Course	2200 TN	13.40	29,480.00
Striping	4500 LF	0.54	2,430.00
Engineering	1 LS	35,000.00	35,000.00
Total			\$ 471,035.10

Cost distributed equally for east and west sides of main. Therefore 50% of
water: $\$ 471,035.10 / 2 = \$ 235,517.55 / 3893 \text{ LF} = \$ 60.50 / \text{Frontage Foot}$

Reecer Creek Road

8" DIP Water Main

Description	Quantity	Unit Cost	Total
8" DIP	200 LF	\$ 86.00	\$ 17,200.00
8" Gate Valve	2 EA	1,320.00	2,640.00
8" Caps	3 EA	352.00	1,056.00
Temp Blow off	2 EA	1,370.00	2,740.00
Saw Cut	60 LF	1.70	102.00
Asphalt	40 SY	9.65	386.00
Top Course	15 TN	15.30	229.50
Base Course	15 TN	13.40	201.00
Overlay	600 SY	8.25	4,950.00
Engineering	1 LS	6,000.00	6,000.00
Total			\$ 35,504.50

Cost distributed equally for east and west sides of main. Therefore 50% of
water: $\$ 35,504.50 / 2 = \$ 17,752.25 / 200 \text{ LF} = \$ 88.76 / \text{Frontage Foot}$

**Black Horse Development - EXHIBIT C**Reecer Creek and Bender Road
8" to 10" Sewer Main

Description	Quantity	Unit Cost	Total Cost
Sewer Main Cost Increase	1568 LF	3.60	\$ 5,644.80
Total			\$ 5,644.80

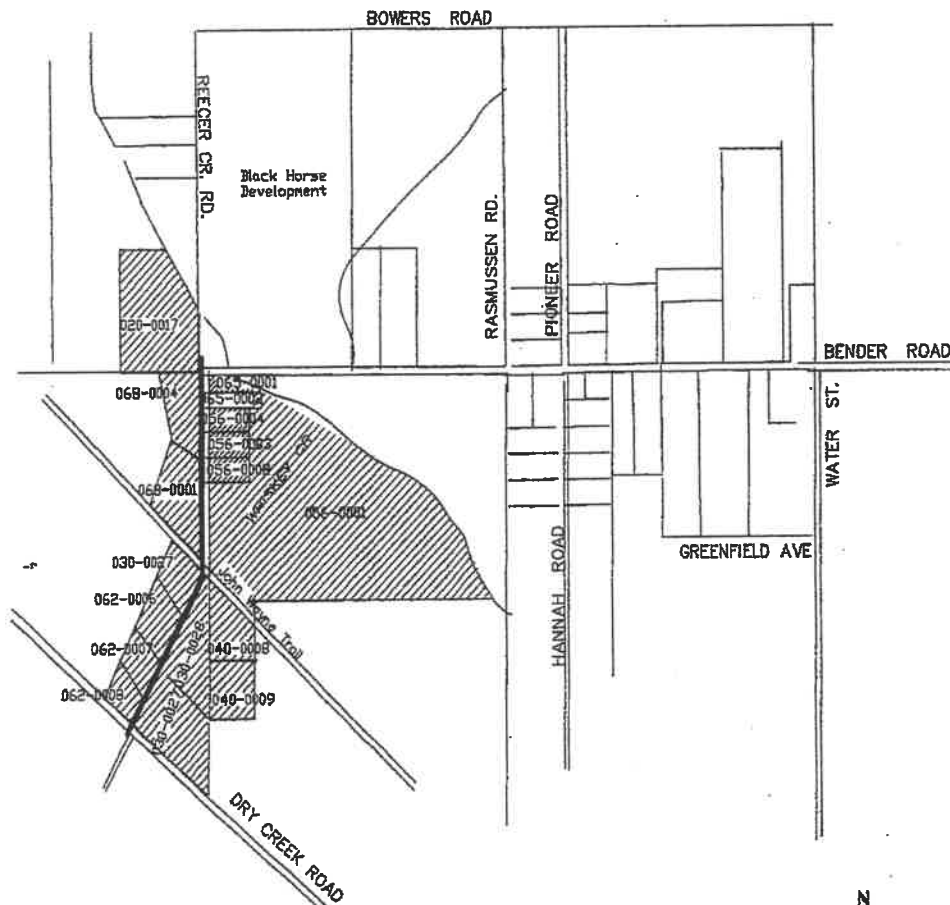
Reecer Creek and Bender Road
8" to 12" Water Main

Description	Quantity	Unit Cost	
Water Main Cost Increase	4930 LF	5.50	\$ 27,115.00
Water Valve Increase Cost	17 EA	480.00	\$ 8,160.00
Subtotal			\$ 35,275.00
Total			\$ 35,275.00



FIGURE 1
BLACK HORSE DEVELOPMENT
REIMBURSEMENT AREA FOR
SEWER SYSTEM

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



Reimbursement Area @

FIGURE 1



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



FIGURE 2

BLACK HORSE DEVELOPMENT REIMBURSEMENT AREA FOR WATER SYSTEM

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

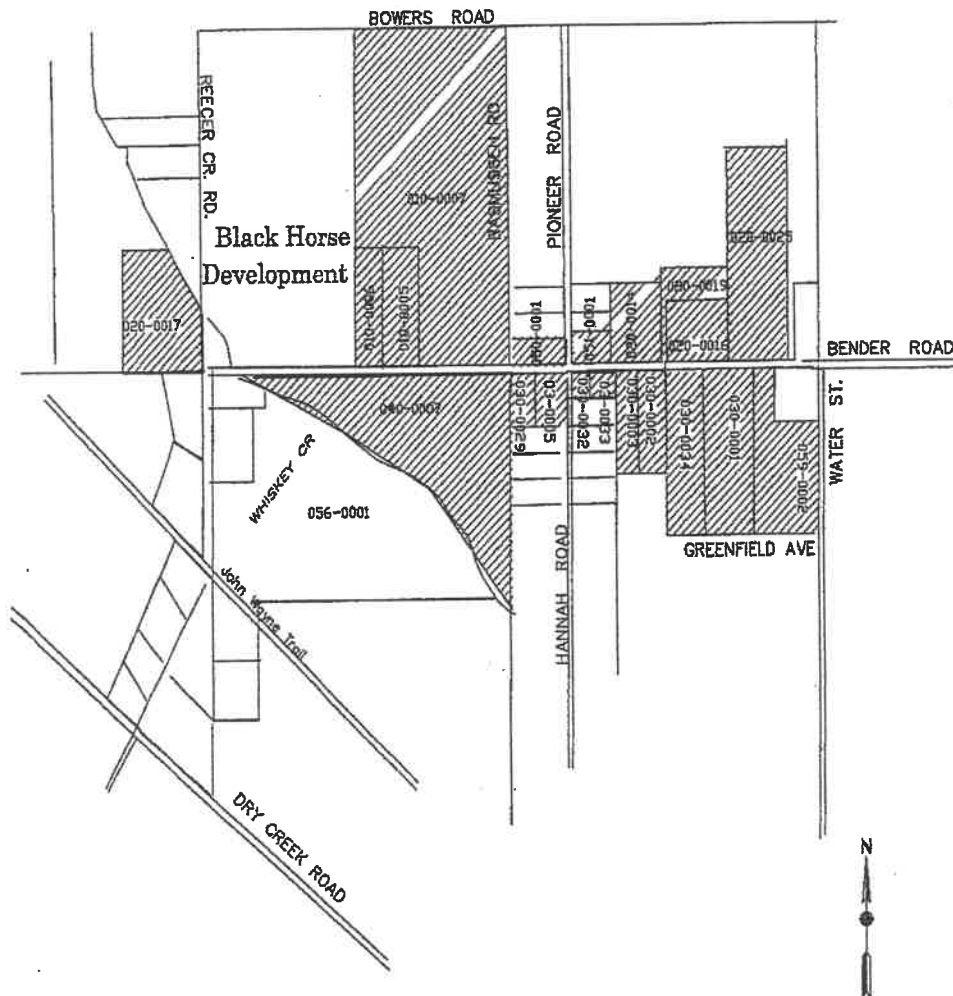


FIGURE 2



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**

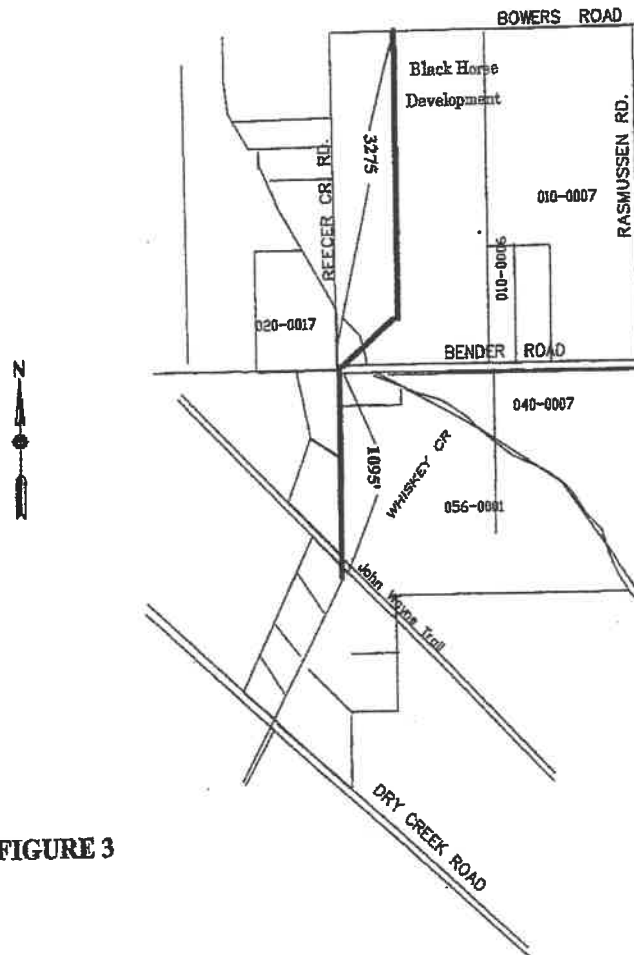


FIGURE 3

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

6-LD1

200410040031

6/202

VICINITY MAP

APPROVALS

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS
EXAMINED AND APPROVED THIS 18th DAY OF AUGUST, A.D. 2004
[Signature]
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

KITTITAS COUNTY HEALTH DEPARTMENT
PRELIMINARY INSPECTION INDICATED THE CONDITIONS MAY ALLOW USE OF EXISTING TRAILS AS A TEMPORARY MEASURE OF SERVICE. HOWEVER, FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT, RESPECTIVE PURCHASERS OF LOTS ARE ADVISED TO MAKE INQUIRIES AT THE COUNTY HEALTH DEPARTMENT ABOUT REQUIREMENTS OF EXISTING TRAIL PERMITS FOR LOTS.

DATED THIS 18th DAY OF AUGUST, A.D. 2004
[Signature]
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
[Signature]
KITTITAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF KITTITAS COUNTY TREASURER
I HEREBY CERTIFY THAT THE FEES AND ASSESSMENTS AND PAID FOR THE PRECEDING YEARS AND FOR THE YEAR IN WHICH THE PLAT IS SUBMITTED TO BE FILED.

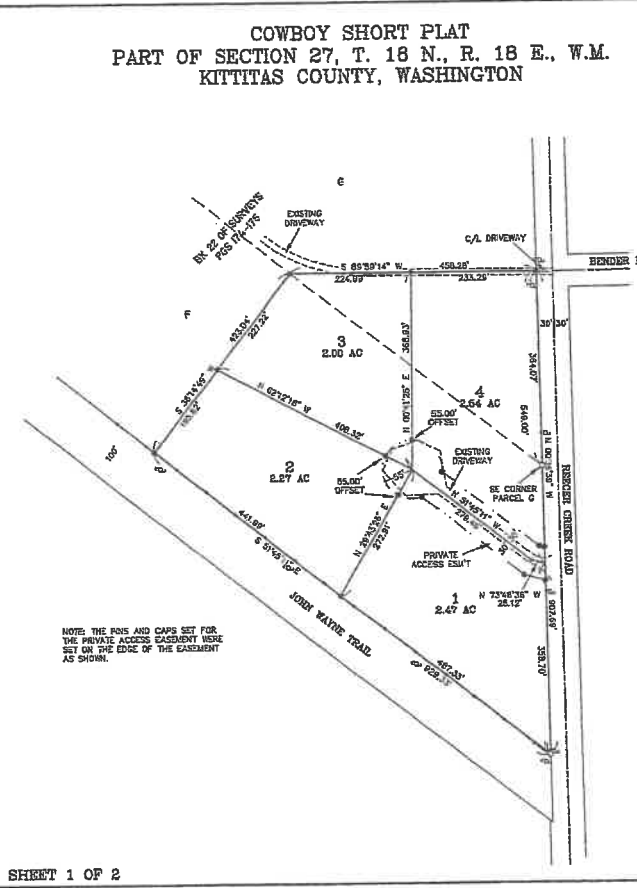
DATED THIS 24th DAY OF AUGUST, A.D. 2004
[Signature]
KITTITAS COUNTY TREASURER

NAME AND ADDRESS - ORIGINAL TRACT OWNERS
NAME: GREAT ROUND-UP COWBOY CHURCH
ADDRESS: P.O. BOX 876
ELLENBURG, WA 99026
PHONE: (509) 833-3200

EXISTING ZONE: SUBURBAN
SOURCE OF WATER: INDIVIDUAL WELLS
CONCRETE SYSTEM: SEPTIC TANKS
ROUTE AND TYPE OF ACCESS: SEE PRIVATE ACCESS EASEMENT

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

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



RECORDING NO. 200410040031
SP-04-04

LEGEND

- SET 6"x8" BEAR W/ YELLOW CAP - "CRUISE 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, 1957, IN BOOK 22 OF SURVEYS, PAGES 174 AND 175, UNDER AUDITOR'S FILE NO. 1985020014, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, WHICH LIES SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL C, THENCE NORTH 09°36'30" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL C, 204.07 FEET TO THE TRUE POINT OF BEGINNING FOR SAID DESCRIBED LINES, THENCE SOUTH 88°59'14" WEST, 456.28 FEET, THENCE SOUTH 30°14'44" WEST, 473.04 FEET, MORE OR LESS, TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL F, AND THE END OF SAID DESCRIBED LINES.

BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 18 EAST, WAL. IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AUDITOR'S CERTIFICATE

Filed for record this 14th day of October, 2004, at 12:33 P.M., in Book G of Short Plats at page(s) 203 of the record at Cruse & Associates.

DAVID B. CRUISE, Auditor
KITTITAS COUNTY, WA

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Surveying and Mapping Act of the State of Washington, and I am a duly licensed Professional Land Surveyor in the State of Washington.

CHARLES A. CRUISE, JR.
Professional Land Surveyor
License No. 12078
DATE: 8-11-04

CRUISE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St.
Ellensburg, WA 99028
(509) 862-8242
P.O. Box 939
(509) 862-8242

COWBOY SHORT PLAT

COWBOY SHORT PLAT
PART OF SECTION 27, T. 18 N., R. 18 E., W.M.
KITITAS COUNTY, WASHINGTON

RECORDING NO. 20041004003

SP-04-04

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE GREAT ROUND-UP COWBOY CHURCH, A WASHINGTON NON-PROFIT CORPORATION, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 4th DAY OF October, A.D. 2004.

THE GREAT ROUND-UP COWBOY CHURCH

[Signature]
TITLE

[Signature] Corp. Sec.
TITLE

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.E.
COUNTY OF KITITAS

THIS IS TO CERTIFY THAT ON THIS 4th DAY OF October, A.D. 2004, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED *[Signature]* and *[Signature]* TO ME KNOWN TO BE THE *[Signature]* AND *[Signature]* RESPECTIVELY OF THE GREAT ROUND-UP COWBOY CHURCH, A WASHINGTON NON-PROFIT CORPORATION, AND RECOGNIZED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON DATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT *[Signature]*
MY COMMISSION EXPIRES 1/1/05



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 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. FOR ROW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS MAGNATE RECKERS 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 174-175 AND THE SURVEYS REFERENCED THEREON.
5. BY KITITAS 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 ON LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITITAS COUNTY ROAD STANDARDS.
9. ACCORDING TO KORS 12.6.3.30 MAILBOXES SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE ROAD STANDARD DRAWINGS H-12 SHEET 1-3.
10. KITITAS COUNTY RELIES ON ITS RECORD THAT A SUPPLY OF POTABLE WATER EXISTS. THE APPROVAL OF THIS DIVISION OF LAND INCLUDES AND 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 REECH CREEK/BENDER INTERSECTION.
12. AN 8" WATER LINE FOR IRRIGATION FRANCHISE (UNRECORDED) EXISTS WITHIN THE RIGHT OF WAY OF REECH CREEK ROAD ADJACENT TO LOTS 1 AND 4 OF THIS SHORT PLAT.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ROGER E. HEAD AND SUSAN E. HEAD, THE UNDERSIGNED BENEFICIARIES OF DEEDS OF TRUST FOR THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 1st DAY OF Oct, A.D. 2004.

[Signature]
ROGER E. HEAD

[Signature]
SUSAN E. HEAD

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.E.
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 E. HEAD AND SUSAN E. HEAD, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT *[Signature]*
MY COMMISSION EXPIRES 1/1/05



AUDITOR'S CERTIFICATE

Filed for record this 4th day of October, 2004, at 2:17 P.M. in Book 6 of Short Plats at page(s) 203 of the records of Kititas County, Washington.

DAVID S. BOWEN
KITITAS COUNTY Auditor



CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 958
Ellensburg, WA 98926 (509) 923-8542
COWBOY SHORT PLAT

6-203

20041004003

6/203

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

GRAPHIC SCALE



LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - "CRUISE 1000"
- FOUND PIN & CAP
- FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON CTS-35 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 110,000 LINEAR CLOSURE AFTER ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR CORNER DOCUMENTATION AND BASIS OF BEARINGS, SEE BOOK 17 OF SURVEYS, PAGE 103, RECORD OF JEFFERSON COUNTY, WASHINGTON, CORNERS SHOWN HEREON VISTED 10/97.
4. THIS SURVEY IS A BOUNDARY LINE ADJUSTMENT.
5. PARCEL A-1 IS TO FACILITATE A BOUNDARY AGREEMENT.

AUDITOR'S CERTIFICATE

Filed for record this 15th day of OCTOBER, 1997, at 2:28 PM, in Book 23 of Surveys at page(s) Y at the request of Cruse & Nelson.

BEVERLY M. ALLENBAUGH BY: Patricia, deputy
JEFFERSON COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act at the request of CRUISE & NELSON in OCTOBER of 1997.

Charles A. Cruse, Jr.
CHARLES A. CRUSE, JR.
Professional Land Surveyor
License No. 16078

OCTOBER 15, 1997
DATE



CRUISE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 658
Tulsa, Oklahoma 74101-0658 (918) 425-4747
SPURLING PROPERTY

SHEET 1 OF 2

23-4

1000510150001

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.

19970220014



NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-3C TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY
3. THE LOCATIONS SHOWN HEREON FOR THE DRY CREEK ROAD AND THE JOHN WAYNE TRAIL (FORMERLY C.M.S.L.P. & P RAILROAD) RIGHTS OF WAY ARE BASED ON THE SURVEY FILED IN BOOK 9 OF SURVEYS, PAGE 54.
4. THE LOCATION SHOWN HEREON FOR THE TOWN DITCH RIGHT OF WAY IS BASED ON THE PHYSICAL CENTERLINE THEREOF.
5. THE LOCATION SHOWN HEREON FOR THE REEGER CREEK ROAD RIGHT OF WAY IS BASED ON PLANS AND DATA ON FILE WITH THE 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 RAIL 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. 15.04 020(1), 15.04 020(2) AND 15.04.020(3) OF THE KITTITAS COUNTY SUBDIVISION ORDINANCE.

LEGAL DESCRIPTIONS

ORIGINAL PARCELS - PIN OF APN 451158

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 D

PARCEL D OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 E

PARCEL E OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 F

PARCEL F OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 J

PARCEL J OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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 K

PARCEL K OF THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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.

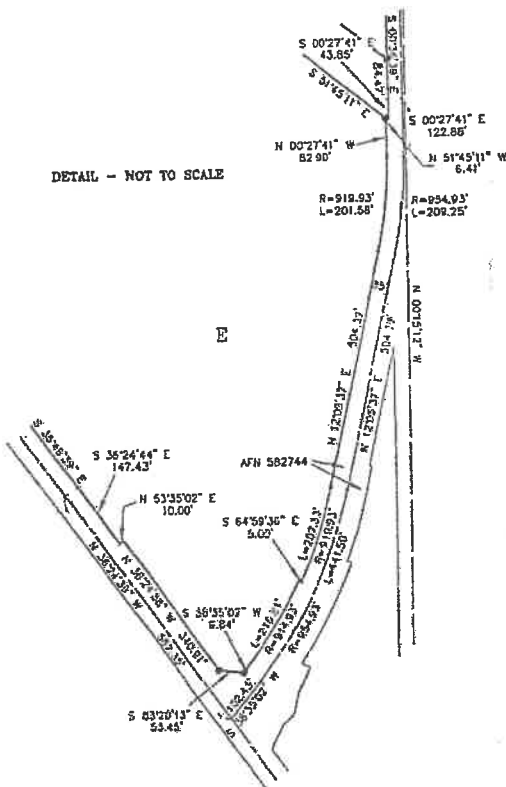
EASEMENT O

EASEMENT O AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED FEBRUARY 20, 1997 IN BOOK 22 OF SURVEYS AT PAGES 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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; 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 171-172, UNDER AUDITOR'S FILE NO. 19970220, 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; AFFECTING PARCELS F, G AND H OF SAID SURVEY.

DETAIL - NOT TO SCALE



SHEET 2 OF 2

AUDITOR'S CERTIFICATE

I do hereby certify that this map was filed for record this 20th day of FEBRUARY, 1997, at 1:11 P.M., in Book 22 of Surveys at page(s) 171-172, at the request of David P. Nelson, Professional Land Surveyor.

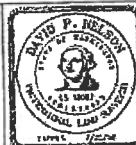
DEWEY M. ANDERSON, COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act on the request of DEWEY M. ANDERSON, COUNTY AUDITOR in 1996.

DAVID P. NELSON
Professional Land Surveyor

FEBRUARY 20 1997
DATE
1:11 PM '97



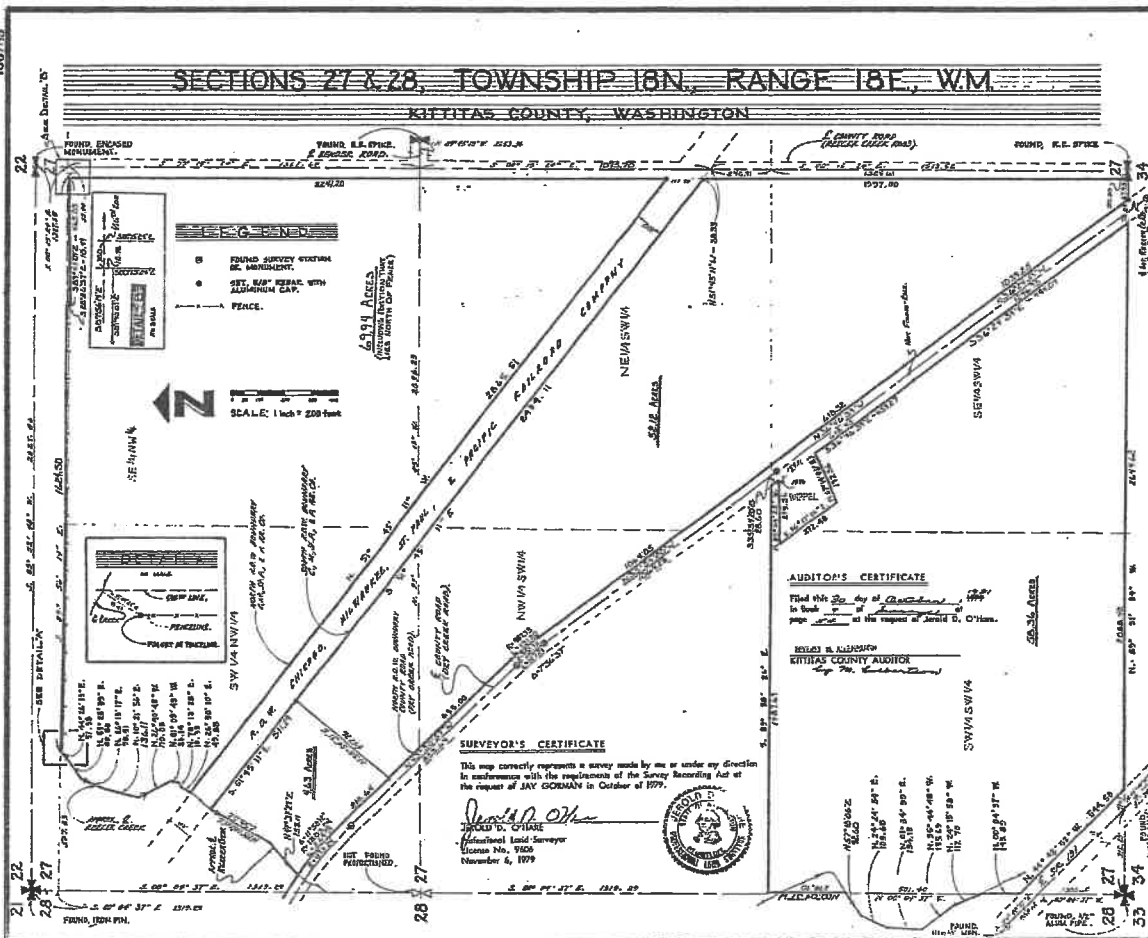
CRUSE & NELSON

PROFESSIONAL LAND SURVEYORS

217 East Fourth Street P.O. Box 959
Ellensburg, WA 98928 (509) 925-4747

FARMERS HOME ADMINISTRATION,
U.S.D.A. PROPERTY

1:11 PM '97



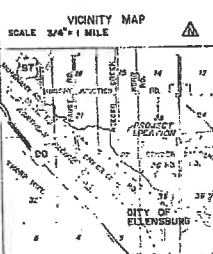
Id 9 pg 54

VEYOR'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. Stinner, P.E. A.L.S.

Frederick C. Stinner, P.E. A.L.S.
Washington, D. C. 20001
L.C. 10001



KITTITAS CO. SHORT PLAT NO. 12

A PORTION SECTION 27, T2W, R1N, RANGE 1R, E. 1N.

ORIGINAL TRACT

ASSESSOR'S PARCEL NO(S)

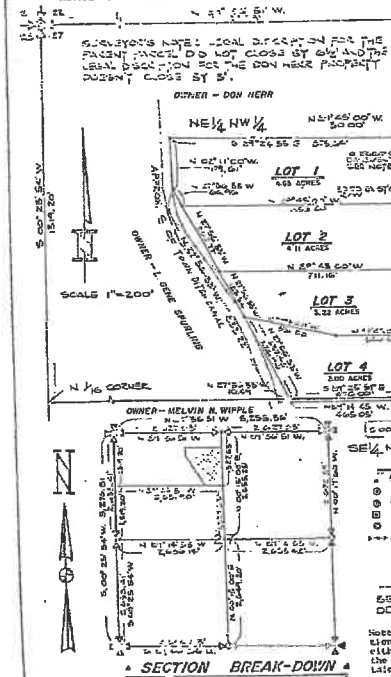
NOTICE:

IT IS ILLEGAL TO FURTHER DIVIDE SHORT PLATTED LOTS NO. 1, 2, 3, 4 DESCRIBED BELOW FOR A PERIOD OF FIVE YEARS FROM THE DATE OF RECORDING OF THIS MAP WITH THE COUNTY AUDITOR.

FUTURE PERMITS:

THE RECORD OF THIS SHORT PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.

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



LEGAL DESCRIPTION

That Portion of the North-east Quarter of the North-east Quarter of the North-east Quarter of the Northwest Quarter of Section 27, Township 15 North, Range 1 East, N.E. 1/4, County of Kittitas, State of Washington, A certain lot is follows:

A tract of land bounded by a line beginning at the Northwest corner of the Northwest quarter of said section; thence South 60°15'00" West along the East boundary line of said quarter a distance of 511.72 feet; thence North 29°45'00" West a distance of 30.00 feet to the Western right-of-way boundary line for the county road known as Greer 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 North-east quarter of the Northwest quarter of said section; thence South 00°15'00" West along the Western boundary line of said county road a distance of 10.72 feet; thence North 90°15'00" West a distance of 465.00 feet; thence North 27°56'33" West a distance of 10.49 feet to the Southern boundary line of the Northwest quarter of the Northwest quarter of said section; thence North 27°56'33" West a distance of 538.22 feet; thence North 02°11'00" West a distance of 179.61 feet; thence South 89°34'55" East a distance of 873.64 feet to the True Point of Beginning, excepting therefrom the right-of-way of the Ellensburg Water Company Canal, containing 14.98 acres, more or less.

KNOW ALL MEN BY THESE PRESENTS: That LeRoy J. Preston and Gretchen C. Preston, husband and wife; and John J. O'Neill and Edna O'Neill, husband and wife, the undersigned owners in fee simple of the herein described real property, do hereby declare, subdivide and plat as herein described.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 28th day of August, A.D. 1977.

LeRoy J. Preston
Gretchen C. Preston

John J. O'Neill
Edna O'Neill

STATE OF WASHINGTON } This is to certify that on this 28th day of August, 1977, before me the County of Kittitas } 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 declaration and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein contained.

Witness my hand and official Notary Public in and for the seal this 28th day of August, 1977, at Ellensburg, Washington.

Margaret Paul

RECEIVING NO. 411146

PLANNING DEPT.

THIS DOCUMENT MEETS ALL REQUIREMENTS AND ST. 11605 OF THE KITTITAS COUNTY SUBDIVISION ACT. ALL RECORDS OF THIS DOCUMENT HAVE BEEN COMPLIED WITH.

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

HEALTH DEPT.

PRELIMINARY INSPECTION LOCATED THE CONDUIT FOR ALLOW USE OF SEPTIC TANKS AS A TEMPORARY TANKS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL DUE TO THE SIZES WITH THIS SHORT PLAT. PASSIVE PRACTICES OF LOTS ARE USED TO MAKE SURE AT THE COUNTY HEALTH DEPT. AT THE CHANCE OF SEPTIC TANK PERMITS FOR SEPTIC LOTS.

John J. O'Neill 11-15-77
ENVIRONMENTAL HEALTH SECTION DATE

COUNTY ENGINEER.

ADDITIONAL FIVEFOOT HAS BEEN MADE FOR ROADS SERVING ALL PROPERTIES IN THIS SUBDIVISION. ALL REQUIRED DISCOUNTS HAVE BEEN COMPLETED OR COMPLETION IS GUARANTEED BY A SURETY BOND ON FILE IN THIS OFFICE.

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

COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HEREINFORWARD LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

John J. O'Neill 11-15-77
TREASURER DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF SEPTEMBER 1977 AT THE REQUEST OF:

LeRoy J. Preston

AUDITOR'S FEE NO. A-22 11-15-77

John J. O'Neill 11-15-77
DEPUTY COUNTY AUDITOR

NAME & ADDRESS - ORIGINAL TRACT OWNER

LEROY J. PRESTON

AT 4, BOX 11, ELLensburg, PHONE 522-2813

EXISTING ZONING - AGRICULTURE

SOURCE OF WATER - WELL

SEWAGE SYSTEM - SEPTIC TANK & DRAINFIELD

IRRIGATION SYSTEM - CASCADING DITCH

WIDTH & TYPE OF ACCESS - DRIVING

COUNTY ROAD (RECEIVER C. JENKINS)

NO. OF SHORT PLATTED LOTS - 4

SUBMITTED ON: RECEIPT

RETURN FOR CAUSE ON: _____

APPROVAL DATE: _____