

5/8/2009 8:08 AM

Jeff Watson

From: Terry Ostergaard [terryo@alphasub.com]
Sent: Friday, May 08, 2009 7:13 AM
To: Jeff Watson
Subject: RE: DW Farms SP-08-00021
Attachments: image001.jpg

Jeff,

The applicant is required to provide proof of water availability and they will be completing it this summer. I will have the mylars to you when they have completed this task.

Thanks,

Terry L. Ostergaard, Project Manager

Alpha Subdivision Pro's, Inc.
4727-A Evergreen Way
Everett, WA 98203
425-252-1884 (V)
425-339-0269 (F)
terryo@alphasub.com

From: Jeff Watson [mailto:jeff.watson@co.kittitas.wa.us]
Sent: Thursday, May 07, 2009 1:19 PM
To: Terry Ostergaard
Subject: DW Farms SP-08-00021

DW Farms SP-08-00021

Just a heads up on this one CPA was issued 10/1/2008 and we're waiting on mylars.

Jeff Watson
Planner I

Kittitas County Community Development
Services
411 N. Ruby Street, Suite 2
Ellensburg, WA 98926
jeff.watson@co.kittitas.wa.us
P: 509.933.8274
F: 509.962.7682



"Building Partnerships-Building Communities"

All e-mail sent to this address will be received by the Kittitas County e-mail system and may be subject to Public Disclosure under RCW Chapter 42.56 and is subject to archiving and review by someone other than the recipient.

Kari Braniff

From: Terry Ostergaard [terryo@alphasub.com]
Sent: Wednesday, October 15, 2008 9:31 AM
To: Kari Braniff
Subject: RE: KRД
Attachments: image001.jpg

Categories: Red Category

Thnaks,

Terry L. Ostergaard, Project Manager
Alpha Subdivision Pro's, Inc.
4727-A Evergreen Way
Everett, WA 98203
425-252-1884 (V)
425-339-0269 (F)
terryo@alphasub.com

CPA Appeal Period ends
10/15/08

10/20/08

- Mylars
- Taxes
- KRД Letter of Approval

From: Kari Braniff [mailto:kari.braniff@co.kittitas.wa.us]
Sent: Wednesday, October 15, 2008 9:24 AM
To: Terry Ostergaard
Subject: RE: KRД

Hello Terry,

I sent them one for comment during the Notice of Application process, but I will send them one via email again so she can get it fast.

Thanks,

Kari Braniff
Staff Planner

Kittitas County Community Development Services
411 N Ruby Street Suite 2
Ellensburg, WA 98926
kari.braniff@co.kittitas.wa.us
P: 509.962.7046
F: 509.962.7682



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From: Terry Ostergaard [mailto:terryo@alphasub.com]
Sent: Wednesday, October 15, 2008 9:23 AM

To: Kari Braniff
Subject: KR D

Kari,
I have contacted Keli Bender at the Kittitas Reclamation District regarding what is needed to set up an account for this property.
She indicated she would need a copy of the application and a map.
Could you send her a copy/
Thanks,

Terry L. Ostergaard, Project Manager

Alpha Subdivision Pro's, Inc.

4727-A Evergreen Way

Everett, WA 98203

425-252-1884 (V)

425-339-0269 (F)

terryo@alphasub.com

Kari Braniff

From: Kari Braniff
Sent: Wednesday, October 15, 2008 10:14 AM
To: 'Keli Bender'
Cc: 'Terry Ostergaard'
Subject: DW Farms Application and Map (SP-08-00021)
Attachments: image001.jpg; DW Farms Application.pdf

Categories: Red Category

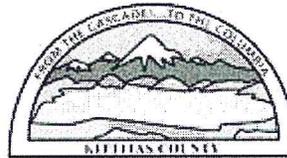
Hello Keli,

I am sending you the application and map for this project they can get an account set up. ☺

Thanks,

Kari Braniff
Staff Planner

Kittitas County Community Development Services
411 N Ruby Street Suite 2
Ellensburg, WA 98926
kari.braniff@co.kittitas.wa.us
P: 509.962.7046
F: 509.962.7682



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Kari Braniff

From: Kari Braniff
Sent: Wednesday, October 01, 2008 1:49 PM
To: 'terryo@alphasub.com'
Subject: RE: DW Farms Short Plat (SP-08-00021)
Attachments: image001.jpg; Public Health Comment-Revised.pdf

Hello again Terry,

I have attached new Environmental Health comments that I received today, the second plat note has been changed . I am sending out Conditional approval today as well.

Thanks,

Kari Braniff
Staff Planner

Kittitas County Community Development Services
411 N Ruby Street Suite 2
Ellensburg, WA 98926
kari.braniff@co.kittitas.wa.us
P: 509.962.7046
F: 509.962.7682



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From: Kari Braniff
Sent: Thursday, September 25, 2008 10:07 AM
To: 'terryo@alphasub.com'
Subject: DW Farms Short Plat (SP-08-00021)

Hi Terry,

Please see the attached comments from Environmental Health based on new information obtained regarding the parcel creation and in compliance with the Memorandum of Agreement between Kittitas County and The Department of Ecology.

If you have any questions let me know. I will be issuing the Conditional Preliminary Approval within the next week.

Thanks,

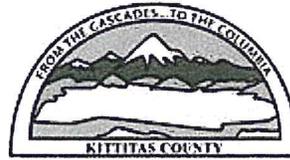
Kari Braniff
Staff Planner

Kittitas County Community Development Services
411 N Ruby Street Suite 2
Ellensburg, WA 98926

kari.braniff@co.kittitas.wa.us

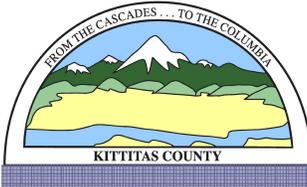
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KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

October 1, 2008

Terry Ostergaard
c/o A.S.P.I.
4727-A Evergreen Way
Everett, WA. 98203

Dear Mr. Ostergaard,

Kittitas County Community Development Services has determined that the DW Farms Short Plat (SP-08-00021) is a complete application and hereby grants *conditional preliminary approval* subject to the following conditions:

1. Both sheets of the final mylars shall reflect short plat number SP-08-00021 and an accurate legal description shall be shown on the face of the final plat.
2. Full current year's taxes shall be paid on all tax parcel numbers per requirement of the Kittitas County Treasurer's Office.
3. The following plat notes shall be recorded on the final mylar drawings:
 - All development must comply with International Fire Code.
 - The subject property is within or near existing agricultural or other natural resource areas on which a variety of activities may occur that are not compatible with residential development for certain periods of varying duration. Agricultural or other natural resource activities performance in accordance with county, state and federal laws are not subject to legal action as public nuisances. Kittitas County has adopted the right to farm provisions contained in Section 17.74 of the Kittitas County Zoning Code.
 - This project has exhausted its use of the one-time split provision allowed per Kittitas County Code 17.29.040. No further division of the property shall be allowed.
 - The approval of this division of land includes no guarantee that there is a legal right to withdraw groundwater within the land division. The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law.
4. The DW Farms Short Plat (SP-08-00021) currently has a total of 5,000 gallons of water per day for all domestic and irrigation uses from the exemption. Each newly developed parcel will be allotted 2,500 gallons per day.
5. All new residential wells will be required to demonstrate by metering compliance with the single project withdrawal limitation of 5,000 gallons to be shared between the two lots.
6. All groundwater withdrawals on the subject property shall be subject to the rules and regulations adopted and administered by the Washington State Department of Ecology; this includes the use of water for irrigation. Legally obtained water must be used on-site.
7. Washington Administrative Code (WAC) 173-150 provides for the protection of existing rights against impairment, i.e. interruption or interference in the availability of water. If the water supply in your area becomes limited, your use could be curtailed by those with senior water rights.
8. This property is within the Kittitas Reclamation District boundaries. Proof that all Kittitas Reclamation District General Guidelines have been met for all newly created lots shall be provided to Community Development Services

DARRYL PIERCY, DIRECTOR

ALLISON KIMBALL, ASSISTANT DIRECTOR

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prior to final approval.

9. Per Kittitas County Environmental Health, soil logs need to be performed and water availability information is needed. Evidence of both shall be provided to Community Development Services prior to final approval.
10. Legal Description: The legal description shall be corrected to read "...as recorded January 7, 2005, in Book **30** of Surveys, Page 222..."
11. Easement 'R': The west boundary of the property is encumbered by Easement 'R' as recorded in Book 28 Page 231 and deeded to neighboring properties. The easement shall be shown on the final plat.
12. Access: Vantage Highway is classified as a Rural Minor Collector and has an access spacing requirement of 300'. If access to Lot 1 is proposed from Easement 'R' the road will need to be improved to the requirements of a High Density Private Road that serves 3-14 lots. Access may also be from the single-use or joint -use driveways. If the existing access is not used it shall be removed.
13. Existing Access: The existing access shall be shown on Sheet 1 of 2.
14. Joint-Use Driveway: A joint-use access shall serve no more than two tax parcels. See Kittitas County Road Standards, 9/6/05 edition.
 - a. Access easements shall be a minimum of 20' wide. The roadway width shall have a minimum width of 12'.
 - b. The surface requirement is for a minimum gravel surface depth of 6".
 - c. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.Single -Use Driveway: A single-use access shall serve no more than one lot. See Kittitas County Road Standards, 9/6/05 edition.
 - a. The roadway shall be a minimum of 8' wide with gravel surface.
 - b. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.
 - c. Any further subdivision or lots to be served by proposed access may result in further access requirements.
15. Plat Notes: Plat notes shall reflect the following:
 - a. Maintenance of the access is the responsibility of the property owners who benefit from its use.
16. Private Road Maintenance Agreement: The applicant shall meet all applicable conditions of any pre-established or required Private Road Maintenance Agreements.
17. Lot Closure: It is the responsibility of the Professional Licensed Surveyor (PLS) to ensure the lot closures are correct and accurate.
18. Access Permit: An approved access permit shall be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right of way.
19. Addressing: Contact the Kittitas County Rural Addressing Coordinator at (509) 962-7523 to obtain addresses prior to obtaining a building permit. A parcel cannot receive a building permit or utilities until such parcel is identified with a 911 address.
20. Fire Protection: Contact the Kittitas County Fire Marshal regarding any additional access requirements for Emergency Response.
21. Mailbox Placement: Mailboxes must be approved by U.S. Postal Service. Mailbox locations are site specific. Contact your local Post Office for location and design standards before beginning construction.

Approval of the DW Farms Short Plat may be appealed to the Kittitas County Board of Commissioners upon request of any aggrieved party within 10 working days, and shall accordingly be eligible for final administrative approval after Wednesday, October 15, 2008. Administratively approved short plats must be recorded with the County Auditor and shall not be deemed approved until so filed.

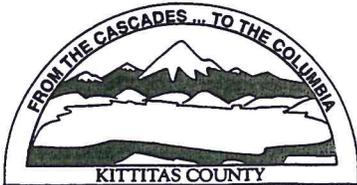
This determination may be appealed pursuant to KCC 15A.07.010 by submitting specific factual objections and a fee of \$500 to the Kittitas County Board of Commissioners (205 W. 5th, Room 108) by 5:00 p.m. on Wednesday, October 15, 2008.

If you have any questions or need assistance, please contact our office at 509-962-7506.

Sincerely,

Kari Braniff
Staff Planner

CC: Donald & Toni Colby



Kittitas County Community Development Services

Darryl Piercy, Director

NOTIFICATION CHECKLIST FOR PLANNING ISSUES (to be filled out and kept in the files at all times)

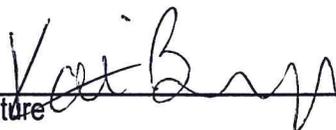
PROPOSAL NAME: DW FARMS SHORT PLAT (SP-08-00021) CPA

NOTIFICATION MAIL DATE: 10/1/08

Mailer: In addition to attaching the items for mailing, please attach a copy of the names and addresses of those to whom mailed and the public hearing notice sent to the newspapers.

State of Washington
County of Kittitas

I certify that the acts of notification of SEPA and other actions described in this document have occurred or have been performed.



Signature

Subscribed and sworn to before me this 10 day of October, 20 08.



Notary Public for the State of Washington residing
in Ellensburg
My appointment expires July 9, 20 10.

Washington Dept. of Ecology
Derek Sandison, Regional Director
15 W. Yakima Ave. Ste. 200
Yakima, WA 98902-3401

Donald & Toni Colby
21231 290th Ave SE
Maple Valley, WA. 98038

Kittitas County Environmental Health

Kittitas County Public Works

Terry Ostergaard c/o ASPI
4727-A Evergreen Way
Everett, WA. 98203

From: Kari Braniff
Sent: Thursday, September 25, 2008 10:07 AM
To: 'terryo@alphasub.com'
Subject: DW Farms Short Plat (SP-08-00021)
Attachments: EH Water Comment.pdf

Hi Terry,

Please see the attached comments from Environmental Health based on new information obtained regarding the parcel creation and in compliance with the Memorandum of Agreement between Kittitas County and The Department of Ecology.

If you have any questions let me know. I will be issuing the Conditional Preliminary Approval within the next week.

Thanks,

Kari Braniff
Staff Planner

Kittitas County Community Development Services
411 N Ruby Street Suite 2
Ellensburg, WA 98926
kari.braniff@co.kittitas.wa.us
P: 509.962.7046
F: 509.962.7682



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KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

September 15, 2008

Terry L. Ostergaard c/o A.S.P.I.
4727-A Evergreen Way
Everett, WA. 98203

RE: Transmittal of Documents – DW Farms (SP-08-00021)

Dear Mr. Ostergaard:

Enclosed are the comments I have received regarding the DW Farms Short Plat during the comment period:

April 29, 2008

Environmental Health

August 26, 2008

Environmental Health

September 8, 2008

Department of Ecology

September 12, 2008

Department of Public Works

If you have any questions or need assistance, please contact our office at 509-962-7506.

Sincerely,

Kari Braniff
Staff Planner

CC: Donald & Toni Colby

DARRYL PIERCY, DIRECTOR

ALLISON KIMBALL, ASSISTANT DIRECTOR

COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT • FIRE INVESTIGATION



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-3452 • (509) 575-2490

RECEIVED

SEP 05 2008

KITTITAS COUNTY
CDS

September 3, 2008

Kari Braniff
Kittitas County Community Development
411 N Ruby Street, Suite 2
Ellensburg, WA. 98926

Dear Ms. Braniff:

Thank you for the opportunity to comment on the short plat of approximately 20 acres into 2 lots, proposed by Donald and Tobi Colby [SP 08-00021]. We have reviewed the application and have the following comments.

Water Resources

Any ground water withdrawals in excess of 5,000 gallons per day or for the irrigation of more than ½ acre of lawn or noncommercial garden will require a permit from the Department of Ecology.

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

The Attorney General's Opinion, (AGO 1997 No. 6) regarding the status of exempt ground water withdrawals, states that a group of wells drilled by the same person or group of persons, at or about the same time, in the same area, for the same purpose or project should be considered a single withdrawal and would not be exempt from the permitting requirement contained in RCW 90.44.050, if the total amount withdrawn for domestic use exceeds 5,000 gallons per day or if a total of more than .5 acre of lawn and garden are irrigated.

The Attorney General's opinion suggests that caution should be used in finding developments to be exempt from needing a water right permit if the possibility exists that the development of the project will result in the ultimate withdrawal of water in excess of 5,000 gallons per day or the irrigation of more than .5 acre of lawn and garden.



Ms. Braniff
September 3, 2008
Page 2 of 2

With the Supreme Court's guidance on the limitations of groundwater exemptions, all lots within this proposed subdivision would be covered by a single groundwater exemption provided this development is not part of a larger project.

To comply with the 5,000 gallon per day limit, Ecology recommends metering the wells for this development. Water use data should be recorded by the property owner of the well monthly. Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times, to the records of water use that are kept to meet the above conditions, and to inspect at reasonable times any measuring device used to meet the above conditions. For metering information, please contact Ken Schuster at (509) 454-4263.

To comply with irrigating up to 0.5 acre of lawn and garden, Ecology recommends requiring property covenants for each lot to limit the amount of the lawn and garden to be irrigated so it adds up to the maximum allowable acreage.

If you have any questions concerning the Water Resources comments, please contact Candis Graff at (509) 454-4264.

Sincerely,



Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012

September 26, 2008

Kari Braniff
Community Development Services

Dear Ms. Braniff:

Please note the changes made below regarding water volume available under the domestic well use exemption for the DW Farms Short Plat (SP-08-00021). In order to meet the requirements set forth by Kittitas County Public Health's Environmental Health Division and Kittitas County Code Chapter 13, the following items must be submitted:

- Soil logs for each lot where installation of a septic system is intended;
- Well log for the existing well on the property, or a hydro geological report indicating water is available;
- *The following plat notes shall be included on the final mylar:*
 1. "The approval of this division of land includes no guarantee that there is a legal right to withdraw groundwater within the land division. The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law."
 2. "The DW Farms Short Plat (SP-08-00021) currently has a total of 5,000 gallons of water per day for all domestic and irrigation uses from the exemption. Each newly developed parcel will receive 2500 gallons per day".

Note: if distribution of the available water between parcels is different than listed above, specify the quantity of water in gallons per day by parcel on the final mylar.

3. Kittitas County will require all new development county-wide to include water meters for each individual residential connection. Kittitas County Public Health's Environmental Health Program will choose the meter brand and



To Protect and Promote the Health and the Environment of the People of Kittitas County

design to be used and installed by professionals to meet the required specifications.

I look forward to assisting you if you have further questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Holly Myers".

Holly Myers
Environmental Health Director
Kittitas County Public Health
(509) 962-7584

**Kittitas County
Public Health Department**
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
T: 509.962.7515
F: 509.962.7581



www.co.kittitas.wa.us/health/

**Environmental
Health Services**
411 North Ruby Street, Suite 3
Ellensburg, WA 98926
T: 509.962.7698
F: 509.962.7052



To Protect and Promote the Health and the Environment of the People of Kittitas County

September 24, 2008

Kari Braniff
Community Development Services

Dear Ms. Braniff:

Thank you for the opportunity to comment on the DW Farms Short Plat (SP-08-00021). In order to meet the requirements set forth by Kittitas County Public Health's Environmental Health Division and Kittitas County Code Chapter 13, the following items must be submitted:

- Soil logs for each lot where installation of a septic system is intended;
- Well log for the existing well on the property, or a hydro geological report indicating water is available;
- *The following plat notes shall be included on the final mylar:*
 1. "The approval of this division of land includes no guarantee that there is a legal right to withdraw groundwater within the land division. The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law."
 2. "The DW Farms Short Plat (SP-08-00021) currently has a total of 1250 gallons of water per day for all domestic and irrigation uses from the exemption. Each newly developed parcel will receive 625 gallons per day". Conditions of the original BMJ Short Plat (SP-02-05) on parcel 18-20-32000-0016 state, "The cumulative effect of water withdrawals for this development shall not exceed 5,000 gallons per day."

Note: if distribution of the available water between parcels is different than listed above, specify the quantity of water in gallons per day by parcel on the final mylar.

3. Kittitas County will require all new development county-wide to include water meters for each individual residential connection. Kittitas County Public Health's Environmental Health Program will choose the meter brand and design to be used and installed by professionals to meet the required specifications.

**Kittitas County
Public Health Department**
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
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F: 509.962.7581



www.co.kittitas.wa.us/health/

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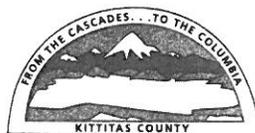
I look forward to assisting you if you have further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Holly Myers'. The signature is fluid and cursive, written over a light grey background.

Holly Myers
Environmental Health Director
Kittitas County Public Health
(509) 962-7584

**Kittitas County
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507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
T: 509.962.7515
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F: 509.962.7052



To Protect and Promote the Health and the Environment of the People of Kittitas County

August 26, 2008

Kari Braniff, Staff Planner
Kittitas County Community Development Services
411 N. Ruby St., Suite 2
Ellensburg, WA. 98926

RE: DW Farms Short Plat (SP-08-00021)

Dear Ms. Braniff,

Thank you for the opportunity to comment on the above referenced project. The file indicates soil logs need to be performed and water availability information is needed. The future well(s) serving the lots will be required to have meters installed.

Thank you for your time.

Sincerely,

A handwritten signature in black ink that reads "Holly Duncan".

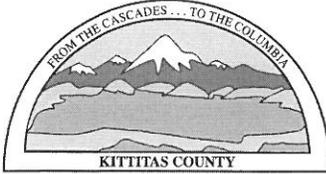
Holly Duncan
Environmental Health Specialist
Kittitas County Public Health
(509) 962-758

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KITTITAS COUNTY

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Kari Braniff, Community Development Services

FROM: Christina Wollman, Planner II *cw*

DATE: September 12, 2008

SUBJECT: DW Farms Short Plat SP-08-21

Our department has reviewed the short plat application and has the following comments:

- “Conditional Preliminary Approval”** is recommended based on the information provided. See below for conditions of preliminary approval.
- “Additional Information Requested”. Prior to continuing the approval process for the submitted development, additional information is requested for analysis.

The following shall be conditions of preliminary approval:

1. Legal Description: The legal description shall be corrected to read “... as recorded January 7, 2005, in Book 30 of Surveys, Page 222...”
2. Easement ‘R’: The west boundary of the property is encumbered by Easement ‘R’ as recorded in Book 28 Page 231 and deeded to neighboring properties. The easement shall be shown on the final plat.
3. Access: Vantage Highway is classified as a Rural Minor Collector and has an access spacing requirement of 300’. If access to Lot 1 is proposed from Easement ‘R’ the road will need to be improved to the requirements of a High Density Private Road that serves 3-14 lots. Access may also be from single-use or joint-use driveways. If the existing access is not used it shall be removed.
4. Existing Access: The existing access shall be shown on Sheet 1 of 2.
5. Joint-Use Driveway: A joint-use access shall serve no more than two tax parcels. See Kittitas County Road Standards, 9/6/05 edition.
 - a. Access easements shall be a minimum of 20’ wide. The roadway width shall have a minimum width of 12’.
 - b. The surface requirement is for a minimum gravel surface depth of 6”.

- c. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.
- d. Any further subdivision or lots to be served by proposed access may result in further access requirements.

Single-Use Driveway: A single-use access shall serve no more than one lot. See Kittitas County Road Standards, 9/6/05 edition.

- a. The roadway shall be a minimum of 8' wide with gravel surface.
- b. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.
- c. Any further subdivision or lots to be served by proposed access may result in further access requirements.

6. Plat Notes: Plat notes shall reflect the following:

- a. Maintenance of the access is the responsibility of the property owners who benefit from its use.

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

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

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

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

11. Fire Protection: Contact the Kittitas County Fire Marshal regarding any additional access requirements for Emergency Response.

12. Mailbox Placement: Mailboxes must be approved by U.S. Postal Service. Mailbox locations are site specific. Contact your local Post Office for location and design standards before beginning construction.

Kari Braniff

From: Keli Bender [krd.keli@fairpoint.net]
Sent: Wednesday, August 20, 2008 9:30 AM
To: Kari Braniff
Subject: DW Farms

Good morning Kari;

This is in regards to the DW Farms Short Plat SP-08-00021. This property is within the KRD boundaries and both parcels contain irrigable ground. Conditions set forth in the KRD General Guidelines for Subdivisions will need to be met prior to approval. If you need additional information, please let me know.

Keli

Keli R. Bender
KRD Lands Clerk/RRA
krd.keli@elltel.net



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

NOTICE OF APPLICATION

To: Interested Departments & Agencies with Jurisdiction
Adjacent property owners
Applicant

From: Kari Braniff, Staff Planner

Date: August 19, 2008

Subject: **DW Farms Short Plat, SP-08-00021**

Please find enclosed a Notice of Application and related documents for the referenced project, Terry Ostergaard, authorized agent for Donald & Tobi Colby, landowners, submitted a complete application on August 7, 2008 for a 2 lot Short Plat pursuant to Kittitas County Code 16.32 on approximately 20.00 acres of land that is zoned Agriculture-20. The subject property is located northeast of the City of Kittitas, east of Takhoma Farm Lane, west of Fox Road, on Vantage Highway, Ellensburg, WA 98926, and located in a portion of Section 32, T18N, R20E, WM, in Kittitas County. Map number 18-20-32052-0007.

The submitted application and related filed documents may be examined by the public at the Community Development Services office at 411 N Ruby Street, Suite 2, Ellensburg, WA 98926 as well as on the CDS website at www.co.kittitas.wa.us/cds/current/.

Comments on the overall application may be submitted to the Kittitas County Community Development Services Office, 411 N Ruby Street, Suite 2, Ellensburg, WA 98926, on or before **September 4, 2008 at 5:00 pm.** Staff Planner: Kari Braniff

If you have any questions, please contact Community Development Services at (509) 962-7506.

DARRYL PIERCY, DIRECTOR

ALLISON KIMBALL, ASSISTANT DIRECTOR

COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT • FIRE INVESTIGATION

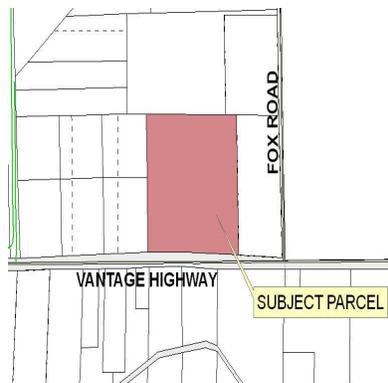
**Notice of Application
DW Farms Short Plat (SP-08-00021)**

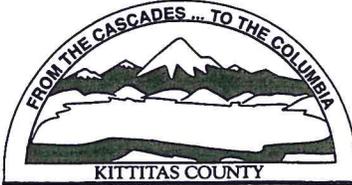
NOTICE IS HEREBY given that Terry Ostergaard, authorized agent for Donald & Tobi Colby, landowners, submitted a complete application on August 7, 2008 for a 2 lot Short Plat pursuant to Kittitas County Code 16.32 on approximately 20.00 acres of land that is zoned Agriculture-20. The subject property is located northeast of the City of Kittitas, east of Takhoma Farm Lane, west of Fox Road, on Vantage Highway, Ellensburg, WA 98926, and located in a portion of Section 32, T18N, R20E, WM, in Kittitas County. Map number 18-20-32052-0007.

Any person desiring to express their views or to be notified of the action taken on this application should contact Kittitas County Community Development Services (CDS). The submitted application and related filed documents may be examined by the public at the Community Development Services office between 8:00 am and 5:00 pm at 411 N. Ruby Street, Suite 2, Ellensburg, WA 98926, or on the CDS website at <http://www.co.kittitas.wa.us/cds/current/>.

Please send comments regarding this application prior to **September 4, 2008 at 5:00 pm** to Kittitas County Community Development Services, 411 N Ruby, Suite 2, Ellensburg, WA. Attention: Kari Braniff, Staff Planner

Dated: August 15, 2008
Publish: August 19, 2008, Daily Record





Kittitas County Community Development Services

Darryl Piercy, Director

NOTIFICATION CHECKLIST FOR PLANNING ISSUES (to be filled out and kept in the files at all times)

NOA

PROPOSAL NAME:

DW FARMS SITORT PLAT (SP-08-00021)

NOTIFICATION MAIL DATE:

8/19/08

Mailer: In addition to attaching the items for mailing, please attach a copy of the names and addresses of those to whom mailed and the public hearing notice sent to the newspapers.

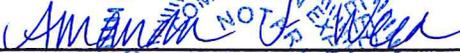
State of Washington
County of Kittitas

I certify that the acts of notification of SEPA and other actions described in this document have occurred or have been performed.



Signature

Subscribed and sworn to before me this 19 day of August, 20 08

Notary Public for the State of Washington residing
In Ellensburg

My appointment expires August, 2010.

AFFIDAVIT OF PUBLICATION

State of Washington, County of Kittitas, ss: Diane Ewing being first duly sworn on oath, deposes and says: That she is the Office Manager of the Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

NOTICE OF APPLICATION DW Farms Short Plat (SP-08-00021)

As is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

AUGUST 19, 2008

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$79.50 rate of \$5.30 per column inch for each insertion.

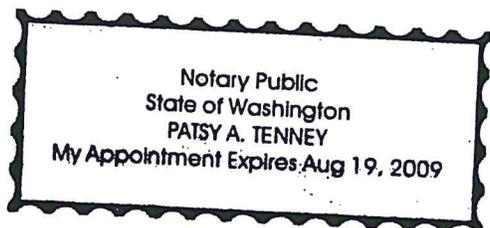
Diane Ewing

Subscribed to me this 3 day of September, 2008.

Patsy A Tenney

PATSY A TENNEY

Notary Public in and for
The State of Washington
Residing at Ellensburg,
Washington (SEAL)



RECEIVED

SEP 10 2008

KITTITAS COUNTY
CDS

03523775 INVOICE FOR CLASSIFIED ADVERTISING			MAKE CHECKS PAYABLE TO →
CLASS 999	AD TYPE 1e	INS. 1	AMOUNT \$79.50
AGATES 10	LINES 60	WORDS 20	INCHES 7.4
EDITIONS 01			AD TAKER KA
Cust # a0104720			
PHONE (509)962-7506			
SORTLINE Notice of Application DW			
START DATE 08/19/08		STOP DATE 08/19/08	

11

DAILY RECORD

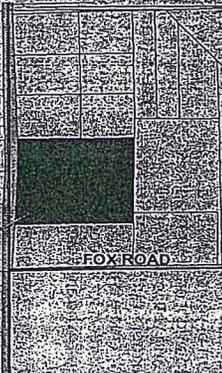
401 N. Main St. • Ellensburg, WA 98926 • (509) 925-1414

a0104720 - 03523775
 Kittitas County Community
 Development Services
 411 N. Ruby St, Suite 2
 ELLENSBURG, WA 98926

INVOICES ARE DUE IN 10 DAYS

**Notice of Application
 DW Farms Short Plat
 (SP:08:00021)**

NOTICE IS HEREBY given that Terry Obergare, authorized agent of Donald & Tobie Colby, landowners, submitted a complete application on August 7, 2008, for a 12 lot Short Plat pursuant to Kittitas County Code 16.32 on approximately 20.00 acres of land, presently zoned Agricultural 20. The subject property is located north east of the City of Kittitas east of Nakoma Farm Lane, west of Fox Road on Vantage Highway Ellensburg, WA 98926 and located in a portion of Section 32, T18N, R20E, W4 in Kittitas County. Map Number: 3205210007.



Any person desiring to express their views on or to be heard on the action taken on this application should contact Kittitas County Community Development Services (CDS). The submitted application and related filed documents may be examined by the public at the Community Development Services office between 8:00 a.m. and 5:00 p.m. at 411 N. Ruby Street, Suite 2, Ellensburg, WA 98926 or on the CDS website at <http://www.co.kittitas.wa.us/cds/cdmn>.

Please send comments regarding this application prior to September 4, 2008 at 5:00 p.m. to Kittitas County Community Development Services, 411 N. Ruby, Suite 2, Ellensburg, WA. Attention: Kim Brantl Staff Planner.

Dated: August 15, 2008.
 Published: August 19, 2008. Daily Record.

KITTITAS COUNTY

COMMUNITY DEVELOPMENT SERVICES
411 NORTH RUBY STREET, SUITE 2
ELLENSBURG, WA 98926

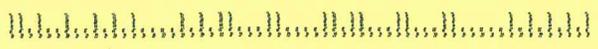
LILLQUIST, VICTOR N
670 LARSEN RD
ELLENSBURG WA 98926



X 992 N7E 1 607I 72 08/20/08
FORWARD TIME EXP RTN TO SEND
LILLQUIST VICTOR
PO BOX 1697
ELLENSBURG WA 98926-1697

RETURN TO SENDER

9892605300
583548643 R002



KITTITAS CO PUD #1
1400 E VANTAGE HIGHWAY
ELLENSBURG WA 98926-

SHELTON, SKY ETUX
820 FOX RD
ELLENSBURG WA 98926

LAUB, JOE ETUX
13790 VANTAGE HIGHWAY
ELLENSBURG WA 98926

JENKS, KENNETH C ETUX
13792 VANTAGE HWY
ELLENSBURG WA 98926-

HAGAN, HARLEY P ETUX
13200 COUNTY RD 175
SALIDA CO 81201-

LANGLOSS, WM N SR
14270 VANTAGE HIGHWAY
ELLENSBURG WA 98926

HENNINGS, ROBERT P ETUX
PO BOX 1180
ELLENSBURG, WA 98926-

KETTELS, RICHARD ETUX
14060 VANTAGE HIGHWAY
ELLENSBURG WA 98926

BINGHAM, MICHAEL I ETUX
400 FALCON RIDGE RD
ELLENSBURG WA 98926

HAWKS, LEONARD L ETUX
340 FALCON RIDGE RD
ELLENSBURG WA 98926

MASSEY, CHRISTOPHER L ETUX
310 FALCON RIDGE RD
ELLENSBURG WA 98926

HOLLINGSWORTH, DAN L ETUX
13557 VANTAGE HWY
ELLENSBURG WA 98926-

DONALDSON, MICHAEL S
13553 VANTAGE HWY
ELLENSBURG WA 98926-

LILLQUIST, VICTOR N
670 LARSEN RD
ELLENSBURG WA 98926

EBANEZ, ROSS ETUX
13685 VANTAGE HWY
ELLENSBURG WA 98926-

LARSON, MAYNARD M
571 FOX RD
ELLENSBURG WA 98926

BOSA, KELLY L TRUSTEE
8425 NE WOODLAND COVE DR
KIRLAND WA 98034-

FOX, FREDRICK A JR
PO BOX 4592
SPANAWAY WA 98387-

William Holmes
PO Box 643
Maple Valley, WA. 98038

Washington Dept. of Ecology
Derek Sandison, Regional Director
15 W. Yakima Ave. Ste. 200
Yakima, WA 98902-3401

Kittitas Valley Fire & Rescue
2020 Vantage Highway
Ellensburg, WA 98926

Kittitas School District 403
Administration Office
N Pierce Street
Kittitas, WA 98934

Kittitas County Public Works

Kittitas Reclamation District
P.O. Box 276
Ellensburg, WA 98926

Kittitas County Solid Waste Programs

Kittitas County Code Enforcement

Kittitas County Environmental Health

Kittitas County Sheriff's Department

(if applicable)
Washington State DOT
Rick Holmstrom
PO Box 12560
Yakima, WA 98909

Fairpoint Communications
Tom Stevens
208 W. Third
Ellensburg, WA 98926

Tom Justus
WA State Department of Health
Eastern Regional Office
1500 West Fourth Avenue Suite 305
Spokane, Washington 99201

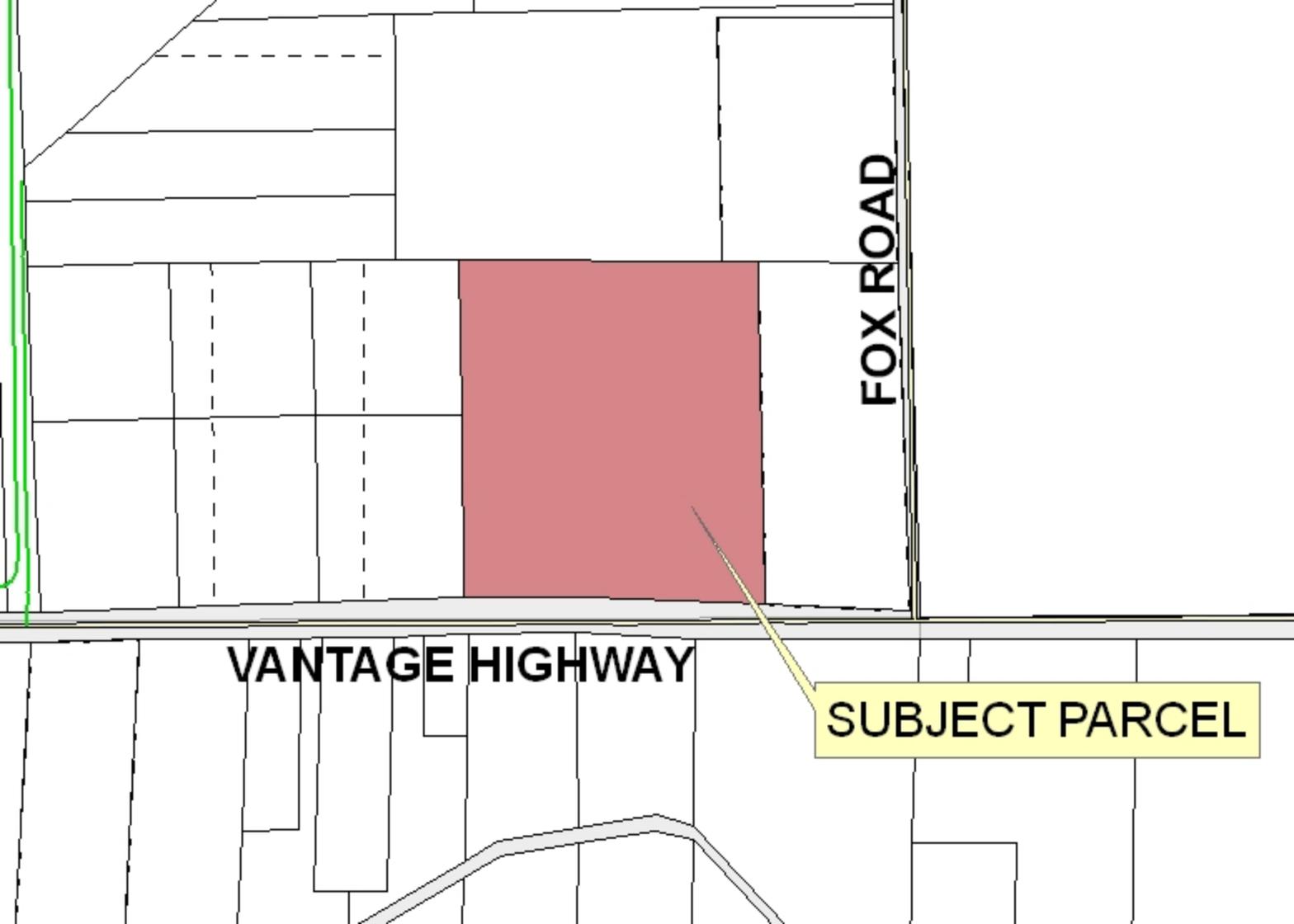
Kittitas County Fire Marshal

Cindy Preston
DNR Aquatic Land Manager
713 E Bowers Road
Ellensburg, WA 98926

Sean Northrop
206 West 1st
Cle Elum, WA 98922

Donald & Toni Colby
21231 290th Ave SE
Maple Valley, WA. 98038

Terry Ostergaard c/o ASPI
4727-A Evergreen Way
Everett, WA. 98203



FOX ROAD

VANTAGE HIGHWAY

SUBJECT PARCEL

AG-20

Preliminary Submittal Requirements:

Review Date:

Tax Parcel: 18-20-32052-0007

Date Received: 5/9/08

File Number: SP-08-21

Date Project Completed

Planner
KARI BRANIFF

Conditional Notes:

- Fee Collected
- Second page of application turned in (landowner contact info page)
- Address list of all landowners within 300' of the site's tax parcel
- Large Preliminary Plat Maps (blue lines)
- 8.5x11.5" Copy of plat map
- Certificate of Title
- Computer Closures
- Parcel History (required for CA & Ag 20) Date Requested: 5/12 Date Completed:

needed

Subdivision conforms to the county comprehensive plan and all zoning regulations in effect at the time the preliminary plat is submitted.

- Located within Fire District # 2
- Located within Irrigation District: *KRD* Letter sent to Irrigation District Date: _____
- School District: *Kittitas School District*
- UGA *N*
- UGN *NO*
- Rezone *NO*
- Adjacent Subdivisions *OLDONES?* *LACO FARMS S/P (TRUDIE)*

Critical Areas Check

Date _____ Planner Signature: _____

Zoning: *AG-20*
Lot Size: *20.00*
Required Setbacks: F *25* S *5* R *25*

- Y N
- Does SEPA Apply to proposed use? (More than 8 lots or if required by a rezone)
 - Variance Required?
 - Conditional Use Permit Required?
 - Within Shoreline? Shoreline Environment?
 - Frequently Flooded Area? Panel#: 530095 0 Zone: _____
 - Fish & Wildlife Conservation Area? Type of Habitat: _____ Water Type: _____
 - Wetland? Buffer requirement: _____

Geologic Hazard Areas:

- Seismic
- Landslide
- Erosion
- Mine
- Steep Slope
- Aquifer Recharge Area: Does this involve Hazardous Materials? (If no, then project is exempt)
 - Hazardous Materials containment required if checked
- Airport Zone? Zone: _____
- Forest Service Roads? Road: _____
- BPA Easement Located on Property? Letter Sent to BPA Date: _____
- Additional Approvals Required? Type _____

CRITICAL AREA NOTES:

- Existing structures

Preliminary Plat Drawing Requirements:

General Information (KCC 16.12.020)

- Submitted on 18"x24" sheet
- Names of proposed subdivision, all sheets
- Location of subdivision by section, township, range, county, and state, all sheets
- Legal Description of Land contained within subdivision
- Name(s), and address of the owner(s), subdivider(s), surveyor, engineer, and date of survey
- Registered Land Surveyor: Name, address, phone and Seal of the registered land surveyor who made, or under whose supervision was made, a survey of the proposed plat (License still valid?)
- Scale (1"=200', or greater) , sheet one
- North Arrow, sheet one
- Date, sheet one
- Vicinity map showing the boundary lines of all adjacent subdivisions, roads, streets, rivers, streams, canals, or any other information that will assist the planning commission in considering the plat.
- Proposed platted boundary lines, lot and road dimensions, and gross acreage, sheet one.
- A statement regarding the contemplated sewage disposal, potable water supply, and drainage improvements for the proposed subdivision.
- Names and addresses of all abutting property owners.
- All access easements.
- All irrigation ditch easements or historical ditch locations. (Ord. 2005-31, 2005)
- Approval Blocks: To include County Engineer's (or Director of Public Works), CDS Director, Health Department, Auditor (including any recording information regarding restrictions, covenants, maintenance agreements, etc.), Treasurer's, *Assessor's only applies to Long Plats.*

Existing Conditions (KCC 16.12.030)

- Contour lines at intervals of one foot or less for slopes less than three percent, five feet for slopes three to thirty percent, and ten feet for slopes over thirty percent.
- Location, width and type of all roads, streets, alleys, easements, and rights-of-way on and adjacent to the proposed subdivision.
- Location of all existing ditches apparent or of record, marshes, areas subject to flooding, and the direction of flow of all water courses, as required by KCC 17A.05.015.
- Existing uses of the property, including the location and nature of all acreage, fences and/or other structures.
- Any additional information deemed necessary by Kittitas County.
- The total acreage and number of lots included within the subdivision shall be indicated on the face of the plat.

Other

- Review Final Plat Requirements Checklist to determine other requirements/conditions
- Wellhead protection areas (17A.08.020). ALL non-community wells must be placed a minimum of 50 feet from property lines.
- Right to Farm Ordinance applies to ALL permits on or within 1000' of land zoned Ag-3, Ag-20, Commercial Agriculture, or Forest and Range
- AIRPORT OVERLAY ZONE** Subdivision. When any division of land including short plats, plats, cluster subdivision, and planned unit developments, occur on any land within the airport overlay zoning district safety zones 1 through 6, a note located on the first page of the plat, shall be recorded with the county auditor as follows:
This property is located within the Airport Overlay Zoning District in which a variety of airport aviation activities occur. Such airport aviation activities may impact the use of your property.
- Does the parcel contain lands less than 3 acres? If so, include memo from Environmental Health regarding that current lot configurations are not guaranteed until septic and water approvals.
- By Kittitas County Ordinance, only sprinkler or drip irrigation is allowed for lots 3 acres or less in size.
- For Short Plats and Plats containing BPA easements, start requiring this plat note:**
Plat note: "Bonneville Power Administration (BPA) imposes certain conditions on the use of properties encumbered by high voltage transmission line right-of-ways. There can be no structures built on BPA right-of-ways. Proposed uses of the right-of-way must be reviewed, approved and permitted by BPA prior to installation. BPA Real Estate Field Services can be contacted at 1-800-836-6619."

The BPA layers are on the Critical Area, remember they have around a 100' – 200' easement around these wires. We will hopefully get this easement layer soon, but for now we have the line locations. When BPA lines are identified in proximity to a proposed structure, a note on the critical area should inform the applicant and should include the phone number of the BPA real estate service member (Michelle Doiron, Realty Specialist 1800-836-6619). There is an application they have fill out for any work within a BPA easement they can get from her. So we won't hold up critical areas for this, but should make sure applicants are aware of the BPA issues on the property by putting clearly in the "note section" or any other way you can think of making sure applicants are aware of the possible easement issue.

NOTES:

- Review Final Plat Requirements Checklist to determine other requirements/conditions
- The Final plat shall be drawn on polyester film in a neat and legible manner.
- Drawn on 18" x 24" sized paper.
- The Perimeter of the subdivision shall be depicted with heavier lines than appear elsewhere on the plat.
- A Marginal line shall be drawn completely around each sheet, leaving an entirely blank margin on one inches on the sides.
- The scale shall be 1" = 200', or greater, unless otherwise approved by the director.
- All lettering shall be printed with permanent ink.
- Each sheet of the final plat shall contain the subdivisions name at the top of the sheet in large letters followed underneath with the section, township, range, county and state. The space for recording the receiving number is in the upper right hand corner, sheet numbers at the bottom of the sheets.
- It shall show all courses and distances necessary to re-stake any portion of said plat.
- Required monuments shall be shown together with a legend of monuments on the face of each plat sheet. (Ord. 2005-31, 2005)

Kari Braniff

From: Kari Braniff
Sent: Wednesday, June 25, 2008 8:49 AM
To: Terry Ostergaard
Subject: RE: DW Farms SP-08-21
Attachments: image002.png

Terry,

I have not received anything in regards to the parcel history or a title report. Upon receiving the parcel history I can continue processing the short plat.

Thanks,

Kari Braniff
Staff Planner

Kittitas County Community Development Services
411 N Ruby Street Suite 2
Ellensburg, WA 98926
kari.braniff@co.kittitas.wa.us
P: 509.962.7560
F: 509.962.7682

"Building Partnerships-Building Communities"

All e-mail sent to this address will be received by the Kittitas County e-mail system and may be subject to Public Disclosure under Chapter 42.56 RCW and is subject to archiving and review by someone other than the recipient.

From: Terry Ostergaard [mailto:terryo@alphasub.com]
Sent: Tuesday, June 24, 2008 7:42 AM
To: Kari Braniff
Subject: DW Farms SP-08-21

Kari,

The last communication I received from you was the request for the parcel history.

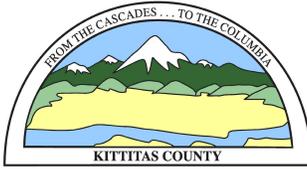
Did you receive the title report from the Colby's?

If so, where do we stand?

Thanks,

Terry L. Ostergaard, Project Manager

Alpha Subdivision Pro's, Inc.
4727-A Evergreen Way
Everett, WA 98203
425-252-1884 (V)
425-339-0269 (F)
terryo@alphasub.com



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

April 15, 2008

Terry L. Ostergaard c/o A.S.P.I.
4727-A Evergreen Way
Everett, WA. 98203

RE: DW Farms Short Plat SP-08-21

Dear Mr. Ostergaard,

In regard to the above referenced application, it appears that your client is applying the One-Time Split provision as found in Chapter 17.31.040 of the Kittitas County Zoning Code. The application does not include a parcel history verifying the eligibility of the subject parcel for a One-Time Split, and therefore we require that you submit a completed parcel history. If you do not have this information available, Community Development Services can determine if the subject property qualifies by completing the parcel history for a fee of \$125.00.

Please feel free to contact me directly if you have any questions about this application at 509-933-8276.

Sincerely,

Kari Braniff
Staff Planner

Attachments: Parcel History Form

DARRYL PIERCY, DIRECTOR

ALLISON KIMBALL, ASSISTANT DIRECTOR

COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT • FIRE INVESTIGATION

VICINITY MAP

APPROVALS

KITTITAS COUNTY PUBLIC WORKS
EXAMINED AND APPROVED
THIS ____ DAY OF _____, A.D., 2008.

KITTITAS COUNTY ENGINEER _____

KITTITAS COUNTY HEALTH DEPARTMENT

PRELIMINARY INSPECTION INDICATED SOIL
CONDITIONS MAY ALLOW USE OF SEPTIC DISPOSAL
FOR SOME BUT NOT NECESSARILY ALL BUILDING
SITES WITHIN THIS SHORT PLAT. PROSPECTIVE
PURCHASERS OF LOTS ARE URGED TO MAKE
INQUIRIES AT THE COUNTY HEALTH DEPARTMENT
ABOUT ISSUANCE OF SEPTIC TANK PERMITS FOR
LOTS.

DATED THIS ____ DAY OF _____, A.D., 2008.

KITTITAS COUNTY HEALTH OFFICER _____

CERTIFICATE OF COUNTY PLANNING DIRECTOR

I HEREBY CERTIFY THAT THE DW FARMS SHORT
PLAT HAS BEEN EXAMINED BY ME AND FIND
THAT IT CONFORMS TO THE COMPREHENSIVE
PLAN OF THE KITTITAS COUNTY PLANNING
COMMISSION.

DATED THIS ____ DAY OF _____, A.D., 2008.

KITTITAS COUNTY PLANNING DIRECTOR _____

CERTIFICATE OF KITTITAS COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES AND
ASSESSMENTS ARE PAID FOR THE PRECEDING
YEARS AND FOR THIS YEAR IN WHICH THE
SHORT PLAT IS NOW TO BE FILED.
PARCEL NO. 18-20-32052-0007

DATED THIS ____ DAY OF _____, A.D., 2008.

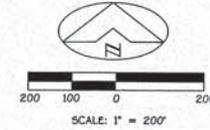
KITTITAS COUNTY TREASURER _____

PROPERTY OWNERS
NAME: DONALD & TONI COLBY
ADDRESS: 21231 290TH AVE SE
MAPLE VALLEY, WA 98038
PHONE: 425-432-2231
SITE ADDRESS: 140XX VANTAGE HIGHWAY
ELLENSBURG, WA 98926
EXISTING ZONING: AG-20
SOURCE OF WATER: INDIVIDUAL WELLS
SEWER SYSTEM: SEPTIC TANKS
ACCESS: COUNTY ROAD R/W
NO. OF SHORT PLATTED LOTS: TWO (2)
SCALE: 1" = 200'

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

DW FARMS SHORT PLAT
LOCATED IN SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.
KITTITAS COUNTY, WASHINGTON
SP-

RECEIVING NO. _____



BASIS OF BEARING
RECORD OF SURVEY, APN 200501070057

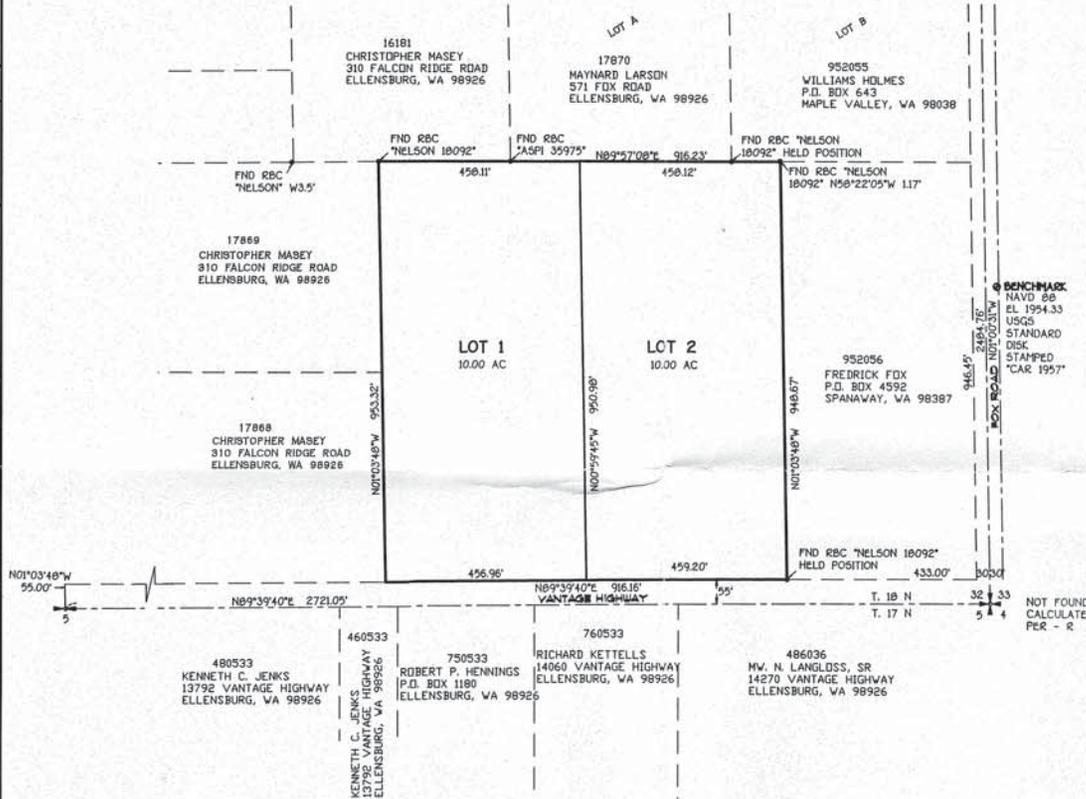
SURVEY REFERENCES
R - RECORD OF SURVEY, APN 200501070057
RECORD OF SURVEY, APN 200212060062
RECORD OF SURVEY, APN 200204100052
RECORD OF SURVEY, APN 200612050048

SURVEY NOTES
EQUIPMENT: LEICA 1" TOTAL STATION
METHOD: FIELD TRAVERSE
THE CLOSURES OF THIS FIELD TRAVERSE CONDUCTED DURING
THIS SURVEY MEET OR EXCEED THE MINIMUM CLOSURE
STANDARDS STATED IN WAC 332-130-090.

LEGEND

- INDICATES 24" X 1/2" IRON BAR WITH CAP MARKED "L.S. 35975" (5ET 03-28-08).
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED (VISITED 08-08-07).
- ⊙ FOUND MONUMENT AS NOTED (VISITED 08-08-07).
- M - MEASURED

RECEIVED
APR 29 2008
Kittitas County
CDS



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____, 2008.
AT _____ M IN BOOK _____ OF SHORT PLATS
AT PAGE(S) _____ AT THE REQUEST OF ALPHA
SUBDIVISION PRO'S, INC.

KITTITAS COUNTY AUDITOR _____

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
REQUEST OF DONALD COLBY IN MARCH OF 2008.



MATTHEW J. SCHNEIDERS
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 32441

DATE _____
EXPIRES _____

SEC. 32, T. 18 N, R. 20 E W.M.



A.S.P.I.
Land Surveyors
AND
LAND USE FACILITATORS
ALPHA SUBDIVISION PRO'S, INC.
4121-A Evergreen Way
EVERETT, WA 98203
Tel: (425) 282-1884

PREPARED 04-25-08
208026FP.DWG

DW FARMS SHORT PLAT

**DW FARMS SHORT PLAT
LOCATED IN SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.
KITITITAS COUNTY, WASHINGTON
SP-**

RECEIVING NO. _____

ORIGINAL LEGAL DESCRIPTION

PARCEL C OF THAT CERTAIN SURVEY AS RECORDED JANUARY 7, 2005, IN BOOK OF SURVEYS, PAGE 222, UNDER AUDITOR'S FILE NO. 200501070057, RECORDS OF KITITITAS COUNTY, WASHINGTON; BEING A PORTION OF LOTS B-4A AND B-4B OF THE BMJ SHORT PLAT, KITITITAS COUNTY SP# 02-05, RECORDED DECEMBER 6, 2002, IN BOOK G OF SHORT PLATS, PAGES 29 AND 30, UNDER AUDITOR'S FILE NO. 200212060062, RECORDS OF KITITITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, 20 EAST, W.M. IN THE COUNTY OF KITITITAS, STATE OF WASHINGTON.

NOTES:

1. ALL DEVELOPMENT MUST COMPLY WITH THE INTERNATIONAL FIRE CODE AND ITS APPENDICES;
2. PER KITITITAS COUNTY CODE 17.29.040, THIS SHORT PLAT HAS EXHAUSTED THE USE OF THE ONE-TIME SPLIT PROVISION ALLOWED PER KITITITAS COUNTY CODE. NO FURTHER ONE TIME SPLITS ARE ALLOWED FOR THE SUBJECT PARCELS AND ALL SUBSEQUENT PARCELS CREATED VIA THIS SHORT PLAT;
3. THE SUBJECT PROPERTY IS WITHIN OR NEAR EXISTING AGRICULTURAL OR OTHER NATURAL RESOURCE AREAS ON WHICH A VARIETY OF ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF VARYING DURATION. AGRICULTURAL OR OTHER NATURAL RESOURCE ACTIVITIES PERFORMANCE IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC NUISANCES. KITITITAS COUNTY HAS ADOPTED THE RIGHT TO FARM PROVISIONS CONTAINED IN SECTION 17.74 OF THE KITITITAS COUNTY ZONING CODE;
4. KITITITAS COUNTY RELIES ON ITS RECORD THAT A SUPPLY OF POTABLE WATER EXISTS. THE APPROVAL OF THIS DIVISION OF LAND INCLUDES NO GUARANTEE OR ASSURANCE THAT THERE IS A LEGAL RIGHT TO WITHDRAW GROUNDWATER WITHIN THE LAND DIVISION;
5. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITITITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS RESEEDING AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS;
6. 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;
7. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT OF WAY;
8. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITITITAS COUNTY ROAD STANDARDS;
9. THIS SURVEY WAS PERFORMED USING A LEITZ-SOKKISHA TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 110,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT;
10. ACCORDING TO THE KITITITAS RECLAMATION DISTRICT (KRD), LOTS 1 AND 2 CONTAIN IRRIGABLE ACREAGE;
11. FULL PAYMENT OF THE ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER;
12. THE LANDOWNER MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PROPERTY. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. THE KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT;
13. THE KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE OF SAID ROADS IS PROHIBITED;
14. THE KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT;

DEDICATION

KNOW ALL MEN BY THESE PRESENT DONALD & TONI COLBY, HUSBAND & WIFE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL PROPERTY HEREBY DECLARE, SUBVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS _____ DAY OF _____, 2008.

DONALD COLBY

TONI COLBY

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF _____ } SS.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DONALD & TONI COLBY, HUSBAND & WIFE, ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE OF THEIR FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: _____ SIGNATURE: _____

TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____

MY COMMISSION EXPIRES: _____

RECEIVED
APR 29 2008
Kitititas County
CDS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____
2008, AT _____ M. IN BOOK _____ OF SHORT
PLATS AT PAGE(S) _____ AT THE REQUEST OF
ALPHA SUBDIVISION PRO'S, INC.

KITITITAS COUNTY AUDITOR

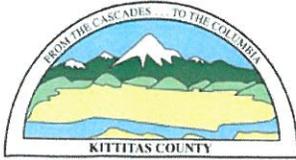


A.S.P.I.
**Land Surveyors
AND
LAND USE FACILITATORS**
ALPHA SUBDIVISION PRO'S, INC.
4121-A Evergreen Way
EVERETT, WA 98203
Tele: (425) 282-1884

PREPARED 04-25-08
208026FP.DWG

SHEET 2 OF 2

DW FARMS SHORT PLAT



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926
CDS@CO.KITTITAS.WA.US
Office (509) 962-7506
Fax (509) 962-7682

SHORT PLAT APPLICATION

(To divide lot into 2-4 lots)

SP-08-00021

KITTITAS COUNTY ENCOURAGES THE USE OF PRE-APPLICATION MEETINGS. PLEASE CONTACT COMMUNITY DEVELOPMENT SERVICES TO SET UP A PRE-APPLICATION MEETING TO DISCUSS A PROPOSED PROJECT.

PLEASE TYPE OR PRINT CLEARLY IN INK. ATTACH ADDITIONAL SHEETS AS NECESSARY. PURSUANT TO KCC 15A.03.030, A COMPLETE APPLICATION IS DETERMINED WITHIN 28 DAYS OF RECEIPT OF THE APPLICATION SUBMITTAL PACKET AND FEE. THE FOLLOWING ITEMS MUST BE ATTACHED TO THE APPLICATION PACKET:

REQUIRED ATTACHMENTS

- Five large copies of short plat with all preliminary drawing requirements complete (reference KCC Title 16 Subdivision Code for plat drawing requirements) and one small 8.5"x11"copy.
- Address list of all landowners within 500 feet of the subject parcel(s). If adjoining parcels are owned by the applicant, then the 500 foot area shall extend from the farthest parcel. If the parcel is within a subdivision with a Homeowners' or Road Association, then please include the mailing address of the association.

OPTIONAL ATTACHMENTS

(Optional at submittal, required at the time of final submittal)

- Certificate of Title (Title Report)
- Computer lot closures

APPLICATION FEES:

\$190 plus \$10 per lot for Public Works Department;
\$380 plus \$75/hr. over 4 hrs. for Environmental Health Department;
\$630 for Community Development Services Department
(One check made payable to KCCDS)

RECEIVED

APR 28 2008

KITTITAS COUNTY
CDS

FOR STAFF USE ONLY

APPLICATION RECEIVED BY:
(CDS STAFF SIGNATURE)

X Katzen

DATE:

4/29/08

RECEIPT #

843

NOTES:

RECEIVED

ADD STAMP
DATE \$ 5 2008
HERE
Kittitas County
CDS

DARRYL PIERCY, DIRECTOR

ALLISON KIMBALL, ASSISTANT DIRECTOR

COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT • FIRE INVESTIGATION

1. **Name, mailing address and day phone of land owner(s) of record:**

Landowner(s) signature(s) required on application form.

Name: DONALD & TONI COLBY
Mailing Address: 21231 290TH AVE SE
City/State/ZIP: MAPLE VALLEY, WA 98038
Day Time Phone: 425-432-2231
Email Address: _____

2. **Name, mailing address and day phone of authorized agent (if different from land owner of record):**

If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

Agent Name: TERRY L. OSTERGAARD c/o A.S.P.I.
Mailing Address: 4727-A EVERGREEN WAY
City/State/ZIP: EVERETT, WA 98203
Day Time Phone: 425-252-1884
Email Address: terryo@alphasub.com

3. **Street address of property:**

Address: 140XX VANTAGE HIGHWAY
City/State/ZIP: ELLENSBURG, WA 98926

4. **Legal description of property:**

PARCEL "C" OF THAT CERTAIN SURVEY AS RECORDED JANUARY 7, 2005 IN BOOK OF SURVEYS, PAGE 222, UNDER AUDITOR'S FILE NO. 200501070057, RECORDS OF KITITAS COUNTY, WASHINGTON.

5. **Tax parcel number(s):** 20932 18-20-32052-0007

6. **Property size:** 20.00 _____ (acres)

7. **Narrative project description:** Please include the following information in your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description (be specific, attach additional sheets as necessary):

SUBDIVIDE THE 20 ACRE SITE INTO 2 SFR.
WATER WILL BE VIA WELLS, INDIVIDUAL OR SHARED.
SEWAGE DISPOSAL WILL BE VIA INDIVIDUAL SEPTIC TANKS & DRAINFIELDS.

8. **Are Forest Service roads/easements involved with accessing your development?**

Yes No (Circle) If yes, explain:

9. **What County maintained road(s) will the development be accessing from?**
VANTAGE HIGHWAY

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

All correspondence and notices will be mailed to the Land Owner of Record and copies sent to the authorized agent.

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

X [Signature]

Date:

4/11/08

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

X Donald W. Coby
Jeni Coby

Date:

4-21-08
4-21-08

PROPERTY OWNERS
WITHIN 500'
DONALD COLBY SHORT PLAT

Donald & Toni Colby
21231 290th Ave SE
Maple Valley, WA 98038

P-20932 ✓

Michael Donaldson
13553 Vantage Highway
Ellensburg, WA 98926

P-15382 ✓

Michael Bingham
400 Falcon Ridge Road
Ellensburg, WA 98926

P-15381 ✓

Joe Laub
13790 Vantage Highway
Ellensburg, WA 98926

P-470533 ✓

Leonard Hawks
340 Falcon Ridge Road
Ellensburg, WA 98926

P-16180 ✓

Kenneth C. Jenks
13792 Vantage Highway
Ellensburg, WA 98926

P-480533 ✓

Chistopher Masey
310 Falcon Ridge Road
Ellensburg, WA 98926

P-16181 ✓

Robert P. Hennings
P.O. Box 1180
Ellensburg, WA 98926

P-750533 ✓

Ross Ebanex
13685 Vantage Highway
Ellensburg, WA 98926

P-17869 ✓

Maynard Larson
571 Fox Road
Ellensburg, WA 98926

P-17870 ✓

Frederick Fox
P.O. Box 4592
Spanaway, WA 98387

P-952056 ✓

Richard Kettells
14060 Vantage Highway
Ellensburg, WA 98926

P-760533 ✓

William Holmes
P.O. Box 643
Maple Valley, WA 98038

P-952055 ✓

WM N. Langloss, Sr
14270 Vantage Highway
Ellensburg, WA 98926

P-486036 ✓

Sky Shelton
820 Fox Road
Ellensburg, WA 98926

P-255134 ✓

Kittitas County PUD #1
1400 E. Vantage Highway
Ellensburg, WA 98926

P-310433 ✓

Dan Hollingsworth
13557 Vantage Highway
Ellensburg, WA 98926

P-16827 ✓

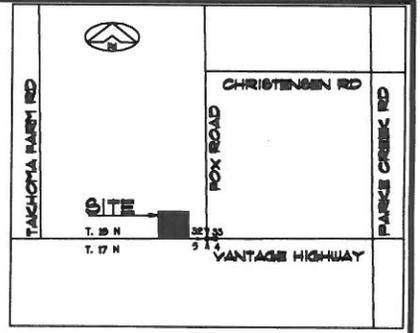
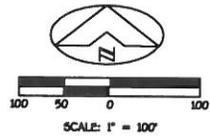
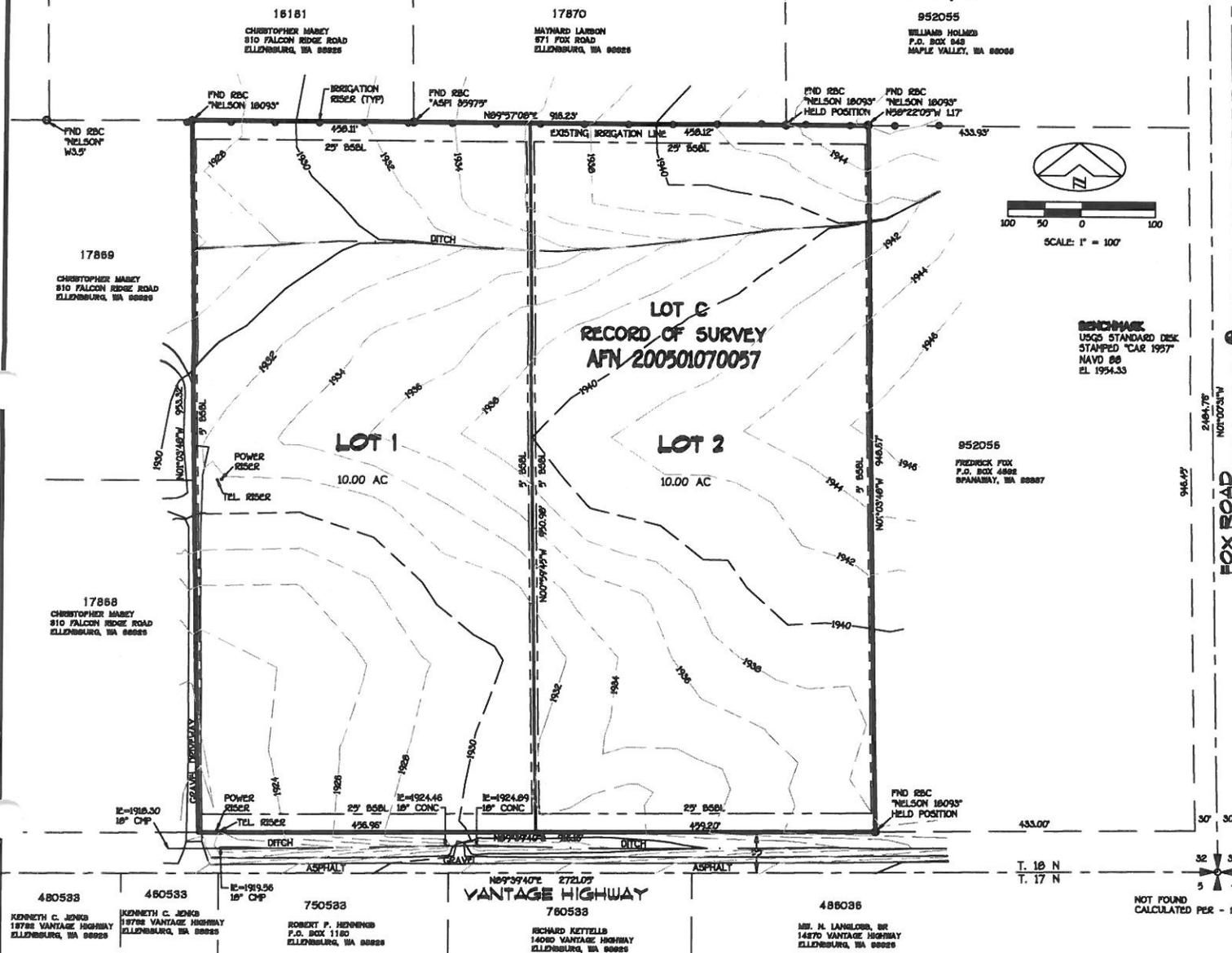
Kenneth C. Jenks
13792 Vantage Highway
Ellensburg, WA 98926

P-460533 ✓

Victor Lillquist
13681 Vantage Highway
Ellensburg, WA 98926

P-17868 ✓

PORTION OF SE 1/4 OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, WM.



LEGAL DESCRIPTION
 PARCEL C OF THAT CERTAIN SURVEY AS RECORDED JANUARY 7, 2005, IN BOOK OF SURVEYS, PAGE 222, UNDER AUDITOR'S FILE NO. 200501070057, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF LOTS 8-1A AND 8-1B OF THE BMJ SHORT PLAT, KITTITAS COUNTY 8th CD-2A, RECORDED DECEMBER 6, 2002, IN BOOK G OF SHORT PLATS, PAGES 29 AND 30, UNDER AUDITOR'S FILE NO. 200212060082, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, 20 EAST, WM, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

UTIL DATA
 SITE ADDRESS: 140X VANTAGE HIGHWAY ELLENBURG, WA 99225
 TAX PARCEL NUMBER: 22932
 18-20-32092-0007
 EXISTING ZONING: AG-20
 EXISTING LAND USE: VACANT
 PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL
 FLAT AREA: 87193 SF = 20.00 ACRES
 NUMBER OF UNITS PROPOSED: 2
 UNITS PER ACRE OF LAND: 2/20.00 AC = 0.10 LOTS/AC
 BASE FLOOD ELEVATION: NONE
 IRRIGATION DISTRICT: K50
 WEED DISTRICT: WEED DISTRICT 85
 DRAINAGE IMPROVEMENTS: INDIVIDUAL INFILTRATION
 WATER SOURCE/PURVEYOR: INDIVIDUAL WELLS
 SEWAGE DISPOSAL/PURVEYOR: INDIVIDUAL DRAINFIELDS
 FIRE DISTRICT: FIRE DISTRICT NO. 2 (RURAL ELLENBURG)
 SCHOOL DISTRICT: SCHOOL DISTRICT NO. 403

DATUM
NAVD 88

BENCHMARK
USGS NON STAMPED "CAR 1957"

BASIS OF BEARINGS
R - RECORD OF SURVEY 200501070057

LEGEND

- ⊙ FOUND MONUMENT AS NOTED.
- FOUND IRON PIPE OR BAR AND CAP (RBC) AS NOTED.
- EX. FENCE
- DSEL. BUILDING SET BACK LINE
FRONT = 25'
REAR = 25'
SIDE = 5'
SIDE STREET = 15'
UNLESS OTHERWISE NOTED.

SURVEY NOTES
 EQUIPMENT: LIETZ-SOKKISHA TOTAL STATION I'
 THEODOLITE WITH INTERNAL EDM.
 METHOD: FIELD TRAVERSE
 THE CLOSURES OF THIS FIELD TRAVERSE
 CONDUCTED DURING THIS SURVEY MEET
 OR EXCEED THE MINIMUM CLOSURE
 STANDARDS STATED IN WAC 332-130-090.

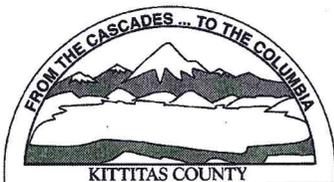


OWNER/APPLICANT CONTACT

DONALD & TONI COLBY 21231 290TH AVE SE MAPLE VALLEY, WA 98038 425-432-2231	TERRY L. OSTERGAARD A.S.P.I. 4727-A EVERGREEN WAY EVERETT, WA 98203 (425) 252-1884
---	--

PRELIMINARY SHORT PLAT
OF
DW FARMS
A PORTION OF SE 1/4 SEC. 32, TWP. 18 N, RGE. 20 E, WM
KITTITAS COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION PRO'S INC.) PREP: 04-10-06
4727-A EVERGREEN WAY EVERETT, WA 98203 (425) 252-1884 2060280WQ



KITTITAS COUNTY PERMIT CENTER
411 N. RUBY STREET, ELLENSBURG, WA 98926

RECEIPT NO.: 0000843

COMMUNITY DEVELOPMENT SERVICES
(509) 962-7506

PUBLIC HEALTH DEPARTMENT
(509) 962-7523

DEPARTMENT OF PUBLIC WORKS
(509) 962-7698

Account name: 000840

Date: 4/29/2008

Applicant: COLBY, DONALD ETUX

Type: check # 6193

<u>Permit Number</u>	<u>Fee Description</u>	<u>Amount</u>
SP-08-00021	CDS FEE FOR SHORT PLAT	630.00
SP-08-00021	EH SHORT PLAT FEE	380.00
SP-08-00021	PUBLIC WORKS SHORT PLAT FEE	210.00
	Total:	1,220.00

A.S.P.I.

ALPHA SUBDIVISION PRO'S INC.
SURVEYORS & LAND USE FACILITATORS
www.alphasub.com

4727-A Evergreen Way, Everett, WA 98203
Phone: (425) 252-1884 Fax: (425) 339-0269

LETTER OF TRANSMITTAL

DATE	8/5/08	JOB NO.	208026
ATTENTION	KARI BRANIFF		
RE:	DW FARMS		
	SP-08-21		
RECEIVED			
AUG 07 2008			

TO Kittitas County CDS
411 N Ruby St. Suite 2
Ellensburg, WA 98926

KITTITAS COUNTY
CDS

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

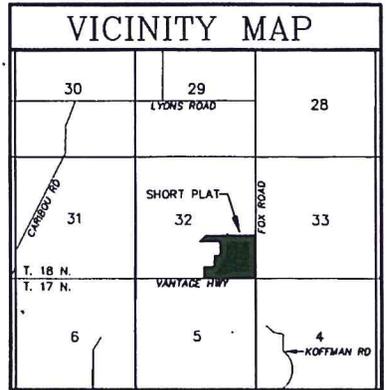
COPIES	DATE	NO.	DESCRIPTION
1			Title Report + parcel history

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected plans
 For review and comment _____
 For BIDS DUE _____ 20 ____ PRINTS RETURNED AFTER LOAN TO US

REMARKS Title Report showing lot status as requested.

COPY TO: _____ SIGNED: Terry Ostergaard



BMJ SHORT PLAT
 KITTITAS COUNTY SHORT PLAT NO. 02-05
 PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.,
 KITTITAS COUNTY, WASHINGTON.

ADDITIONAL NOTES:

- a) ACCESS TO LOT B-4A SHALL BE RESTRICTED TO THE USE OF THE 40' EASEMENT ACROSS LOT B-4A TO FOX ROAD. LOT B-4A SHALL NOT ACCESS THE 40' EASEMENT RECORDED UNDER AFN 200009070021, ALSO KNOWN AS FALCON RIDGE ROAD.
- b) THE CUMULATIVE EFFECT OF WATER WITHDRAWALS FOR THIS DEVELOPMENT SHALL NOT EXCEED 3,000 GALLONS PER DAY.

APPROVALS

KITTITAS COUNTY PUBLIC WORKS

EXAMINED AND APPROVED This 28th day of October A.D., 2002

[Signature]
Public Works Director

COUNTY PLANNING DIRECTOR

I hereby certify that the "BMJ" Short Plat has been examined by me and find that it conforms to the comprehensive plan of the Kittitas County Planning Commission.

Dated this 5th day of December A.D., 2002

[Signature]
Kittitas County Planning Director

KITTITAS COUNTY HEALTH DEPARTMENT

Preliminary inspection indicated soil conditions may allow use of septic tanks as a temporary means of sewage disposal for some, but not necessarily all building sites within this short plat. Prospective purchasers of lots are urged to make inquiries of the County Health Department about issuance of septic tank permits for lots.

Dated this 26th day of NOVEMBER, A.D., 2002

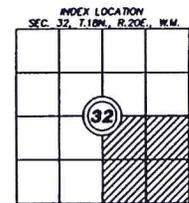
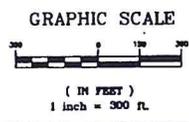
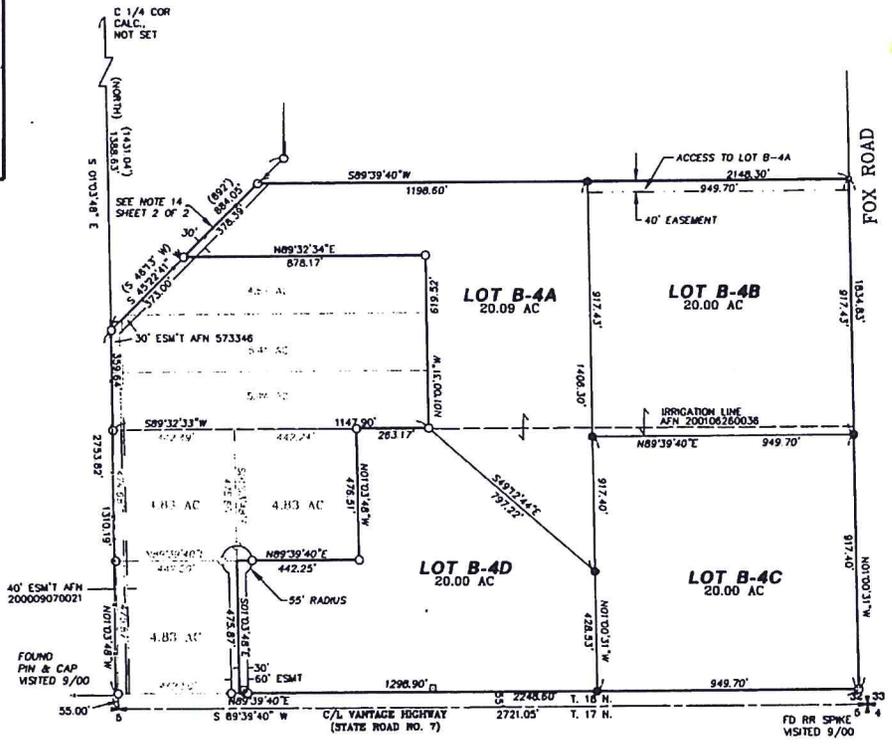
[Signature]
Kittitas County Health Director

CERTIFICATE OF TREASURER

I hereby certify that all taxes and assessments are paid in full for this year and no taxes are to be paid.

Dated this 27th day of DECEMBER, A.D., 2002

[Signature]
Kittitas County Treasurer



RECORDER'S CERTIFICATE 200212060062

Filed for record this 6th day of December, 2002 at 11:02 AM in book # 1000 of 2002 at page 7 of the request of DAVID P. NELSON Surveyor's Name

DAVID B. BOWEN County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act by the request of S. JOHNSON, C. HARRILL, & S.W. BARE in AUGUST 2002.

DAVID P. NELSON
Certificate No. 18092

K.C.S.P. NO. 02-05
 Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M.
 Kittitas County, Washington

DWN BY T. ROLETTO	DATE 10/2002	JOB NO. 01667
CHKD BY D. NELSON	SCALE 1" = 300'	SHEET 1 OF 2

- LEGEND**
- ⊕ SECTION CORNER COMMON TO FOUR SECTIONS
 - ⊖ QUARTER CORNER COMMON TO TWO SECTIONS
 - SET 1/2" REBAR W/ RED CAP - "NELSON 18092"
 - FOUND PIN & CAP
 - FENCE
 - TRANSFORMER



EASTSIDE CONSULTANTS, INC.
 ENGINEERS - SURVEYORS
 816 EAST FIRST
 CLE ELUM, WASHINGTON 99022
 PHONE: 800874-7433

OWNERS: CHRIS MARCHEL, STEVE JOHNSON
AND STEVE M. BARE
ADDRESS: 16271 VANTAGE HIGHWAY
ELLENSBURG, WA 98926
PHONE NUMBER: (509) 968-3769
ZONE - AG-20
SOURCE OF WATER: INDIVIDUAL WELLS
SEWER SOURCE: SEPTIC TANKS
ORIGINAL PARCEL NUMBER: 18-20-32000-0016
NO. OF SHORT PLATTED LOTS: 4

BMJ SHORT PLAT
KITTITAS COUNTY SHORT PLAT NO. 02-05
PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.,
KITTITAS COUNTY, WASHINGTON.

ORIGINAL PARCEL DESCRIPTION

LOT B4 OF THAT CERTAIN SURVEY AS RECORDED JULY 25, 2002 IN BOOK 27 OF SURVEYS, AT PAGE 230, UNDER AUDITOR'S FILE NO. 200207250021, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

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 1:1,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.
3. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 25 OF SURVEYS, PAGES 95-96, AND BOOK 27 OF SURVEYS, PAGE 230, AND THE SURVEYS REFERENCED THEREIN. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY OF RECORD FILED IN BOOK 27, PAGE 230.
4. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
5. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITTITAS COUNTY ROAD STANDARDS (SEC. 12.30.010).
6. ACCORDING TO KCRS 12.50.30 MAILBOX(S) SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3.
7. ACCORDING TO KITTITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT B-4A HAS 1.0 IRRIGABLE ACRES, LOT B-4B HAS 2.0 IRRIGABLE ACRES; LOT B-4C HAS 2.0 IRRIGABLE ACRES AND LOT B-4D HAS 2.0 IRRIGABLE ACRES. KRD WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
8. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
9. THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PLAT. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT.
10. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
11. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.
12. 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.
13. THE COSTS OF CONSTRUCTING, MAINTAINING AND SNOW REMOVAL FOR ALL ROADS, STREETS, ACCESSES AND ALLEYS WITHIN THIS PLAT SHALL BE THE OBLIGATION OF ALL OF THE OWNERS OF THE LOTS OF THE PLAT AND OF ANY ADDITIONAL LOTS THAT MAY BE SERVED BY THESE ROADS, STREETS AND ALLEYS.
14. FOR ADDITIONAL CONDITIONS, COVENANTS AND RESTRICTIONS SEE THE CERTAIN DOCUMENT FILED UNDER AUDITOR'S FILE NO. 200207250008 RECORDED OF KITTITAS COUNTY, WASHINGTON.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT STEVE JOHNSON AND ROBERTA JOHNSON, HUSBAND AND WIFE, CHRIS MARCHEL AND KAROLYN MARCHEL, HUSBAND AND WIFE, AND STEVEN M. BARE AND RUTH BARE, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 23rd DAY OF October, A.D., 2002.

Steve Johnson Chris Marchel Steven M. Bare
STEVE JOHNSON CHRIS MARCHEL STEVEN M. BARE
Roberta Johnson Karolyn Marchel Ruth Bare
ROBERTA JOHNSON KAROLYN MARCHEL RUTH BARE



ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS 23rd DAY OF October, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVE JOHNSON AND ROBERTA JOHNSON, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tate
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/25/07



ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS 23rd DAY OF October, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CHRIS MARCHEL AND KAROLYN MARCHEL, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

John J. Delle
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/25/07



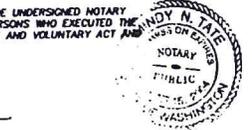
ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS 23rd DAY OF October, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVEN M. BARE AND RUTH BARE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tate
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/25/07



DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT JACK L. SHARICK AND SALLY J. SHARICK, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 7th DAY OF November, A.D., 2002.

Jack L. Sharick Sally J. Sharick
JACK L. SHARICK SALLY J. SHARICK

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS 7th DAY OF November, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JACK L. SHARICK AND SALLY J. SHARICK, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

John J. Delle
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/25/07

RECORDER'S CERTIFICATE 200212060062
Filed for record this 6th day of DEC, 2002, at 11:02 A.M. in book 9 of SHORT PLATS at page 2 at the request of DAVID P. NELSON

DAVID P. NELSON
County Auditor

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of S. JOHNSON, C. MARCHEL & S.M. BARE in AUGUST 2002.

DAVID P. NELSON
Certificate No. 18092

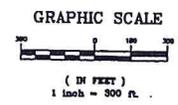
K.C.S.P. NO. 02-05
Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M.
Kittitas County, Washington

DWN BY	DATE	JOB NO.
T. ROLETTO	10/2002	01557
CHKD BY	SCALE	SHEET
D. NELSON	1" = 300'	2 OF 2

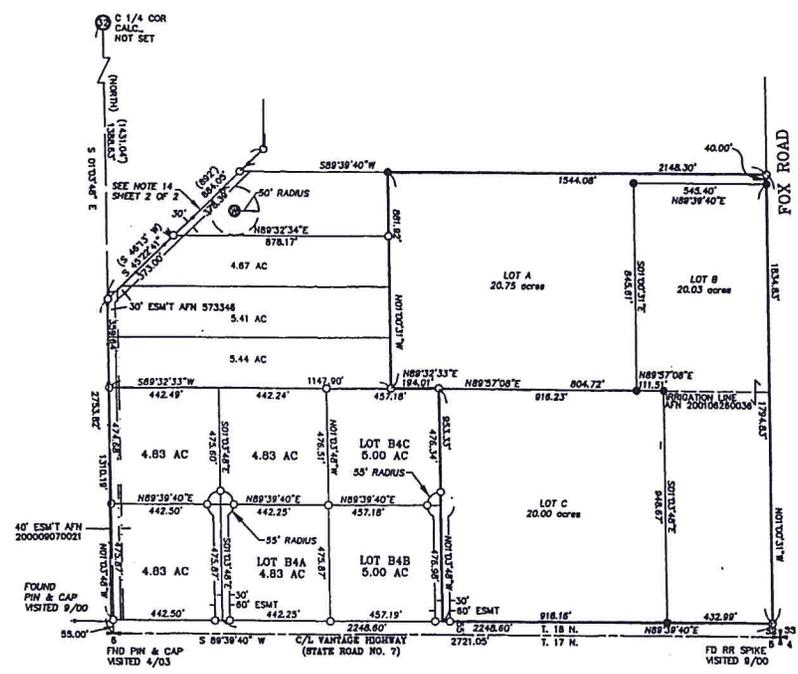
EASTSIDE CONSULTANTS, INC.
ENGINEERS - SURVEYORS
816 EAST FIRST
CLE ELIJA, WASHINGTON 98922
PHONE: 8009874-7433

RECORD OF SURVEY

PORTION OF THE SE 1/4 OF SEC. 32, T.18N., R.20E., W.M.,
KITITAS COUNTY, WASHINGTON.



Compliments of: AmerTitle
This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any occurring by reason of reliance thereon.



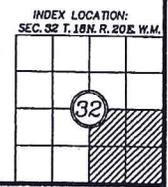
NOTES:

1. THIS SURVEY WAS PERFORMED USING A NIKON DTM-521 TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
3. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 25 OF SURVEYS AT PAGES 95 AND 96, AND BOOK 27 OF SURVEYS AT PAGE 230, AND THE SURVEYS REFERENCED THEREON. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY RECORDED IN BOOK 27 AT PAGE 230.
4. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE SECTION 12.05 OF THE KITITAS COUNTY ROAD STANDARDS.
5. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
6. FOR ADDITIONAL CONDITIONS, COVENANTS AND RESTRICTIONS SEE THE CERTAIN DOCUMENT FILED UNDER AUDITOR'S FILE No. 200207250008, RECORDS OF KITITAS COUNTY, STATE OF WASHINGTON.

KRD NOTES:

1. ACCORDING TO KITITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT A HAS 20.75 IRRIGABLE ACRES, LOT B HAS 20.03 IRRIGABLE ACRES, LOT C HAS 20.00 IRRIGABLE ACRES. KRD WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
2. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
3. THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PROPERTY. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT.
4. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
5. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.

- ### LEGEND
- + SECTION CORNER COMMON TO FOUR SECTIONS
 - QUARTER CORNER COMMON TO TWO SECTIONS
 - SET 1/2" REBAR W/ RED CAP - "NELSON 18092"
 - FOUND PIN & CAP
 - - - FENCE
 - ⊕ TRANSFORMER



RECORDER'S CERTIFICATE 200501070057
 Filed for record this 7 day of Jan. 2005, at 1:11 PM in book No. of Surveys at page No. at the request of DAVID P. NELSON Surveyor & Home
 JUDY DISS County Auditor
 DAVID P. NELSON Deputy County Auditor

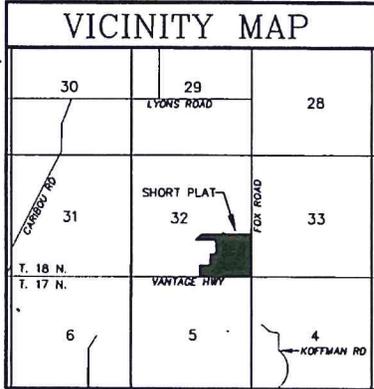
SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of S. JOHNSON, C. MARCHEL, R. BARE in... AUG... 2004.
 DAVID P. NELSON
 Certificate No. 18092

EASTSIDE CONSULTANTS, INC.
 214 PENNSYLVANIA AVE.
 CLE ELUM, WASHINGTON 98022
 PHONE: (800)674-7433
 FAX: (800)674-7439

RECORD OF SURVEY
 PREPARED FOR S. JOHNSON, C. MARCHEL, R. BARE
 A PORTION OF THE SE 1/4 OF SEC. 32 TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITITAS COUNTY WASHINGTON
 DWN BY T. ROLETTO DATE 01/2005 JOB NO. 01557
 CHKD BY D. NELSON SCALE SHEET 1 OF 1

200501070057

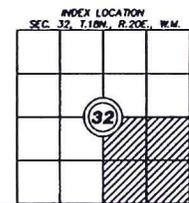
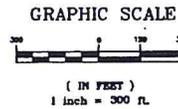
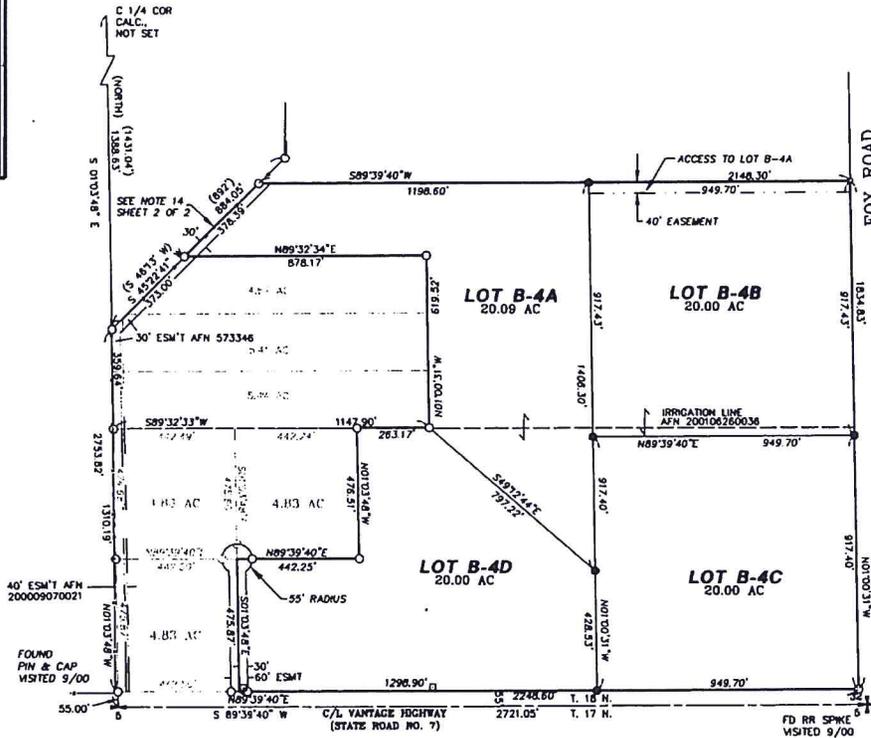
30/222



BMJ SHORT PLAT
 KITTITAS COUNTY SHORT PLAT NO. 02-05
 PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.,
 KITTITAS COUNTY, WASHINGTON.

ADDITIONAL NOTES:

- a) ACCESS TO LOT B-4A SHALL BE RESTRICTED TO THE USE OF THE 40' EASEMENT ACROSS LOT B-4A TO FOX ROAD. LOT B-4A SHALL NOT ACCESS THE 40' EASEMENT RECORDED UNDER AFN 200009070021, ALSO KNOWN AS FALCON RIDGE ROAD.
- b) THE CUMULATIVE EFFECT OF WATER WITHDRAWALS FOR THIS DEVELOPMENT SHALL NOT EXCEED 5,000 GALLONS PER DAY.



APPROVALS

KITTITAS COUNTY PUBLIC WORKS

EXAMINED AND APPROVED This 28th day of October A.D. 2002

Clifford
Public Works Director

COUNTY PLANNING DIRECTOR

I hereby certify that the "BMJ" Short Plat has been examined by me and find that it conforms to the comprehensive plan of the Kittitas County Planning Commission.

Dated this 3rd day of December A.D. 2002

Debra Taylor
Kittitas County Planning Director

KITTITAS COUNTY HEALTH DEPARTMENT

Preliminary inspection indicated soil conditions may allow use of septic tanks as a temporary means of sewage disposal for some, but not necessarily all building sites within this short plat. Prospective purchasers of lots are urged to make inquiries of the County Health Department about issuance of septic tank permits for lots.

Dated this 21st day of NOVEMBER, A.D. 2002

John Wilson
Kittitas County Health Officer

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all taxes and assessments are paid to date and no liens are due for this year in any amount that need to be paid.

Dated 4th day of November A.D. 2002

John Wilson
County Treasurer

ORIGINAL TAX LOT NO. 18-20-32000-0018

- LEGEND**
- ⊕ SECTION CORNER COMMON TO FOUR SECTIONS
 - ⊔ QUARTER CORNER COMMON TO TWO SECTIONS
 - SET 1/2" REBAR W/ RED CAP - "NELSON 18092"
 - FOUND PIN & CAP
 - FENCE
 - TRANSFORMER



RECORDER'S CERTIFICATE 2002-12060062

Filed for record this 6th day of December, 2002 at 11:02 AM in book 1206 of SHORT PLATS at page 1 of the request of DAVID P. NELSON Surveyor's Name

DAVID B. BOWEN County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of S. JOHNSON, C. MARCHET & S.M. BARE in AUGUST 2002.

DAVID P. NELSON
Certificate No. 18092

K.C.S.P. NO. 02-05
 Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M.
 Kittitas County, Washington

DWN BY T. ROLETTO	DATE 10/2002	JOB NO. 01887
CHKD BY D. NELSON	SCALE 1" = 300'	SHEET 1 OF 2

EASTSIDE CONSULTANTS, INC.
 ENGINEERS - SURVEYORS 518 EAST FIRST
 CLE ELMS, WASHINGTON 98822
 PHONE: 800-687-7433

OWNERS: CHRIS MARCHEL, STEVE JOHNSON
AND STEVE M. BARE
ADDRESS: 16271 VANITAGE HIGHWAY
ELLENSBURG, WA 98926
PHONE NUMBER: (509) 968-3789
ZONE - AG-20
SOURCE OF WATER: INDIVIDUAL WELLS
SEWER SOURCE: SEPTIC TANKS
ORIGINAL PARCEL NUMBER: 18-20-32000-0018
NO. OF SHORT PLATTED LOTS: 4

BMJ SHORT PLAT
KITTITAS COUNTY SHORT PLAT NO. 02-05
PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.,
KITTITAS COUNTY, WASHINGTON.

ORIGINAL PARCEL DESCRIPTION

LOT #4 OF THAT CERTAIN SURVEY AS RECORDED JULY 25, 2002 IN BOOK 27 OF SURVEYS, AT PAGE 230 UNDER ALDOR'S FILE NO. 200207250021, RECORDS OF KITTITAS COUNTY, WASHINGTON BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, R.20E., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

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 TRAVELER 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 ADJUT 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 SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 25 OF SURVEYS, PAGES 89-96, AND BOOK 27 OF SURVEYS, PAGE 230, AND THE SURVEYS REFERENCED THEREIN. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY OF RECORD FILED IN BOOK 27, PAGE 230.
4. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESETING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
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6. ACCORDING TO RCW 12.30.30 MAILBOX(S) SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE NDOT STANDARD DRAWINGS M-12 SHEET 1-3.
7. ACCORDING TO KITTITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT B-4A HAS 1.62 IRRIGABLE ACRES, LOT B-4B HAS 2.0 IRRIGABLE ACRES, LOT B-4C HAS 2.0 IRRIGABLE ACRES AND LOT B-4D HAS 2.0 IRRIGABLE ACRES. KRD WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
8. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
9. THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PLAT. THE WATER MASTER SHALL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT.
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12. 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.
13. THE COSTS OF CONSTRUCTING, MAINTAINING AND SNOW REMOVAL FOR ALL ROADS, STREETS, ACCESSES AND ALLEYS WITHIN THIS PLAT SHALL BE THE OBLIGATION OF ALL OF THE OWNERS OF THE LOTS OF THE PLAT AND OF ANY ADDITIONAL LOTS THAT MAY BE SERVED BY THESE ROADS, STREETS AND ALLEYS.
14. FOR ADDITIONAL CONDITIONS, COVENANTS AND RESTRICTIONS SEE THE CERTAIN DOCUMENT FILED UNDER ALDOR'S FILE NO. 200207250021 RECORDED IN KITTITAS COUNTY, WASHINGTON.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT STEVE JOHNSON AND ROBERTA JOHNSON, HUSBAND AND WIFE, CHRIS MARCHEL AND KAROLYN MARCHEL, HUSBAND AND WIFE, AND STEVEN M. BARE AND RUTH BARE, HUSBAND AND WIFE, THE UNDERSIGNED CONTRACT PURCHASERS OF THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 23rd DAY OF October, A.D., 2002.

Steve Johnson Chris Marchel Steven M. Bare
 STEVE JOHNSON CHRIS MARCHEL STEVEN M. BARE
Roberta Johnson Karolyn Marchel Ruth Bare
 ROBERTA JOHNSON KAROLYN MARCHEL RUTH BARE



ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KITTITAS } S.S.

THIS IS TO CERTIFY THAT ON THIS 23rd DAY OF October, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVE JOHNSON AND ROBERTA JOHNSON, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Thomas N. Zell
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/21/02



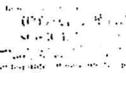
ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KITTITAS } S.S.

THIS IS TO CERTIFY THAT ON THIS 23rd DAY OF October, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CHRIS MARCHEL AND KAROLYN MARCHEL, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Thomas N. Zell
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/21/02



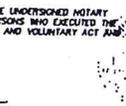
ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KITTITAS } S.S.

THIS IS TO CERTIFY THAT ON THIS 23rd DAY OF October, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVEN M. BARE AND RUTH BARE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Thomas N. Zell
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/21/02



DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT JACK L. SHANOK AND SALLY J. SHANOK, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 17th DAY OF November, A.D., 2002.

Jack L. Shanok Sally J. Shanok
 JACK L. SHANOK SALLY J. SHANOK

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KITTITAS } S.S.

THIS IS TO CERTIFY THAT ON THIS 17th DAY OF November, A.D., 2002, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JACK L. SHANOK AND SALLY J. SHANOK, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Thomas N. Zell
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 11/21/02

RECORDER'S CERTIFICATE 200212060062

Filed for record this 6th day of December, A.D., 2002, at 11:02 AM in book 18 of SHORT PLATS at page 106 of 106 in the office of the Auditor of Kittitas County, Washington.

DAVID P. NELSON
County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of S. JOHNSON, C. MARCHEL, A. S.M., BARE in AUGUST 2002.

DAVID P. NELSON
Certificate No. 18092

K.C.S.P. NO. 02-05		
Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M.		
Kittitas County, Washington		
DWN BY	DATE	JOB NO.
T. ROLETTO	10/2002	01657
CHKD BY	SCALE	SHEET
D. NELSON	1" = 300'	2 OF 2

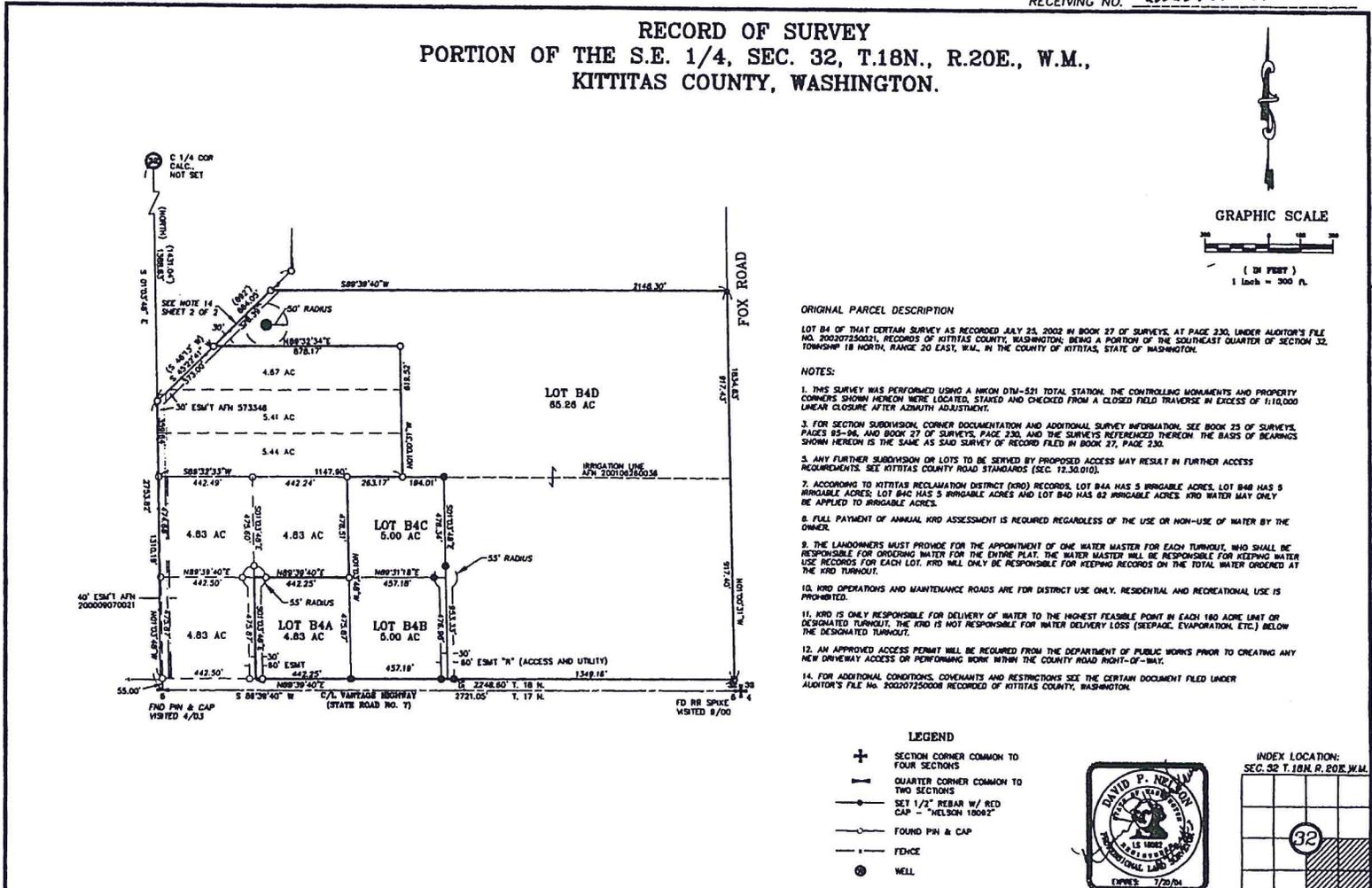
EASTSIDE CONSULTANTS, INC.
ENGINEERS - SURVEYORS 876 EAST FIRST
CLE ELLENBURG, WASHINGTON 98923
PHONE 509-927-7488

Compliments of: AmenTitle
 This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any claiming by reason of reliance thereon.

RECEIVING NO. 200304240051

28-231

RECORD OF SURVEY
PORTION OF THE S.E. 1/4, SEC. 32, T.18N., R.20E., W.M.,
KITTITAS COUNTY, WASHINGTON.



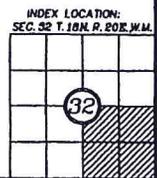
ORIGINAL PARCEL DESCRIPTION

LOT B4 OF THAT CERTAIN SURVEY AS RECORDED JULY 23, 2002 IN BOOK 27 OF SURVEYS, AT PAGE 230, UNDER AUDITOR'S FILE NO. 200207250021, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

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 11,000 LINEAR FEET AFTER AZIMUTH ADJUSTMENT.
2. FOR SECTION SUBMISSION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 25 OF SURVEYS, PAGES 85-96, AND BOOK 27 OF SURVEYS, PAGE 230, AND THE SURVEYS REFERENCED THEREON. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY OF RECORD FILED IN BOOK 27, PAGE 230.
3. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITTITAS COUNTY ROAD STANDARDS (SEC. 12.30.010).
4. ACCORDING TO KITTITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT B4A HAS 5 IRRIGABLE ACRES, LOT B4B HAS 5 IRRIGABLE ACRES, LOT B4C HAS 5 IRRIGABLE ACRES AND LOT B4D HAS 82 IRRIGABLE ACRES. KRD WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
5. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
6. THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PLAT. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT.
7. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
8. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.
9. 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.
10. FOR ADDITIONAL CONDITIONS, COVENANTS AND RESTRICTIONS SEE THE CERTAIN DOCUMENT FILED UNDER AUDITOR'S FILE NO. 200207250008 RECORDED OF KITTITAS COUNTY, WASHINGTON.

- LEGEND**
- + SECTION CORNER COMMON TO FOUR SECTIONS
 - QUARTER CORNER COMMON TO TWO SECTIONS
 - SET 1/2" REBAR W/ RED CAP - NELSON 10092
 - FOUND PIN & CAP
 - FENCE
 - WELL



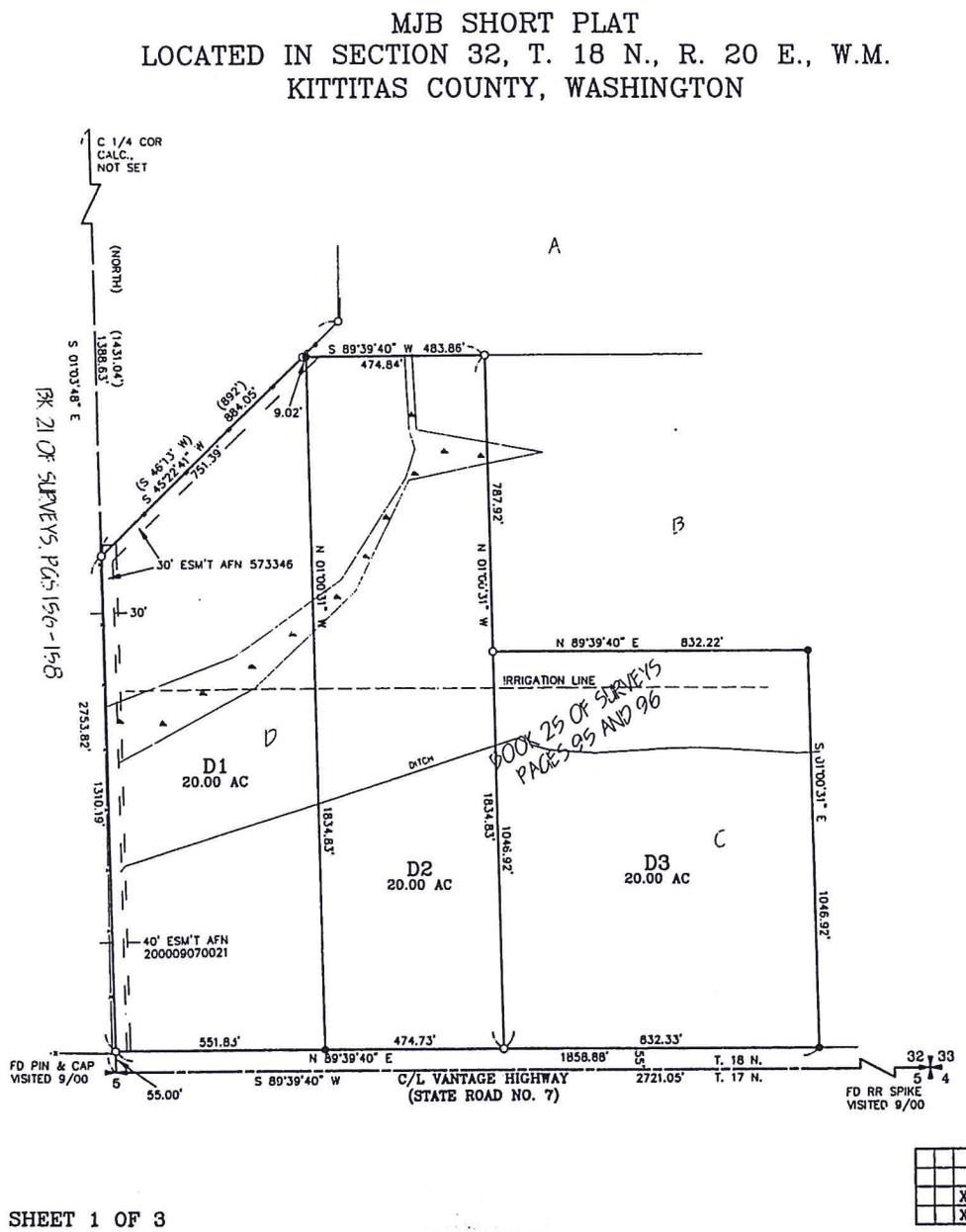
<p>RECORDER'S CERTIFICATE (200304240051) Filed for record this 24th day of April, 2003, at 4:20 P.M. in book 27 of Surveys at page 230 at the request of DAVID P. NELSON DAVID B. BOWEN County Auditor</p>	<p>SURVEYOR'S CERTIFICATE This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of S. JOHNSON, C. MARCHEL, S.M., RARE, in April, 2003. DAVID P. NELSON Certificate No. 18092</p>	<p>RECORD OF SURVEY PREPARED FOR S. JOHNSON, C. MARCHEL, S.M., RARE BE 1/4 SEC 32, T. 18N., R. 20E., W.M.</p> <p>KITTITAS COUNTY WASHINGTON</p> <p>DWN BY: T. ROLETTO DATE: 04/20/03 JOB NO.: 01557</p> <p>CHKD BY: D. NELSON SCALE: 1"=300' SHEET: 1 OF 1</p> <p>EASTSIDE CONSULTANTS, INC. ENGINEERS-SURVEYORS 819 EAST FIRST CLATSOP, WASHINGTON 98622 PHONE: (360)574-7448 FAX: (360)574-7419</p>
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125150
 1251102020VC

Compliments of America
 This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any inaccuracy by reason of reliance thereon.

F-153

VICINITY MAP	
APPROVALS	
KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS EXAMINED AND APPROVED THIS <u>27</u> DAY OF <u>APRIL</u> A.D. 200 <u>1</u> DIRECTOR, DEPARTMENT OF PUBLIC WORKS	
KITTITAS COUNTY HEALTH DEPARTMENT PRELIMINARY INSPECTION INDICATED SOIL CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRIES AT THE COUNTY HEALTH DEPARTMENT ABOUT ISSUANCE OF SEPTIC TANK PERMITS FOR LOTS. DATED THIS <u>30</u> TH DAY OF <u>APRIL</u> A.D. 200 <u>1</u> KITTITAS COUNTY HEALTH OFFICER	
CERTIFICATE OF COUNTY PLANNING DIRECTOR I HEREBY CERTIFY THAT THE MJB SHORT PLAT HAS BEEN EXAMINED BY ME AND FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION. DATED THIS <u>27</u> TH DAY OF <u>May</u> A.D. 200 <u>1</u> KITTITAS COUNTY PLANNING DIRECTOR	
CERTIFICATE OF KITTITAS COUNTY TREASURER I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED. PARCEL NO. 1820-32000-0015 DATED THIS <u>25</u> TH DAY OF <u>April</u> A.D. 200 <u>1</u> KITTITAS COUNTY TREASURER	
NAME AND ADDRESS - ORIGINAL TRACT OWNERS NAME: CHRIS MARCHEL, STEVEN M. JOHNSON & STEVEN M. BARE ADDRESS: 18271 VANTAGE HWY, ELLENSBURG, WA 98928 PHONE: (509) 988-3789 EXISTING ZONE: AG-20 SOURCE OF WATER: INDIVIDUAL WELLS SEWER SYSTEM: SEPTIC TANKS WIDTH AND TYPE OF ACCESS: COUNTY ROAD R/W NO. OF SHORT PLATTED LOTS: THREE (3) SCALE: 1" = 200'	
SUBMITTED ON: _____ AUTOMATIC APPROVAL DATE: _____ RETURNED FOR CAUSE ON: _____	



RECEIVING NO. 20010501015

SP-00-29

LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - "NELSON 18092"
- FOUND PIN & CAP
- FENCE

AUDITOR'S CERTIFICATE

Filed for record this 27 day of May 2001, at 3:19 P.M., in Book F of Short Plats at page(s) 153 at the request of Cruse & Nelson.

DAVID E. BOWEN, Auditor
 KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of STEVE JOHNSON, CHRIS MARCHEL & STEVEN M. BARE in SEPTEMBER of 2000.

DAVID P. NELSON
 Professional Land Surveyor
 License No. 18092
 4/25/01

DATE: _____

CRUSE & NELSON
 PROFESSIONAL LAND SURVEYORS
 217 E. Fourth St. P.O. Box 959
 Ellensburg, WA 98928 (509) 926-4747

MJB SHORT PLAT

200105010015

F/153-155

		X	
		X	

F-154

MJB SHORT PLAT
LOCATED IN SECTION 32, T. 18 N., R. 20 E., W.M.
KITITAS COUNTY, WASHINGTON

RECORDING NO. 20010569015

SP-00-29

NOTES

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-JC TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZIMUTH ADJUSTMENT.
2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.
3. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 25 OF SURVEYS, PAGES 95-96, AND THE SURVEYS REFERENCED THEREON. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY OF RECORD.
4. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
5. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS SEE KITITAS COUNTY ROAD STANDARDS (SEC. 12.30.010).
6. ACCORDING TO KCRS 12.50.30 MAILBOX(S) SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3.
7. ACCORDING TO KITITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT D1 HAS 18 IRRIGABLE ACRES, LOT D2 HAS 17 IRRIGABLE ACRES; LOT D3 HAS 20 IRRIGABLE ACRES. KRD WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
8. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
9. THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PLAT. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT.
10. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
11. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.
12. 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.
13. THE COSTS OF CONSTRUCTING, MAINTAINING AND SNOW REMOVAL FOR ALL ROADS, STREETS, ACCESSES AND ALLEYS WITHIN THIS PLAT SHALL BE THE OBLIGATION OF ALL OF THE OWNERS OF THE LOTS OF THE PLAT AND OF ANY ADDITIONAL LOTS THAT MAY BE SERVED BY THESE ROADS, STREETS AND ALLEYS.

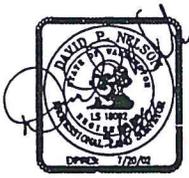
ORIGINAL PARCEL DESCRIPTION

PARCEL D AND THE WEST 832.16 FEET, WHEN MEASURED AT RIGHT ANGLES TO THE WEST BOUNDARY THEREOF, OF PARCEL C OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NO. 200008080035, RECORDS OF KITITAS COUNTY, WASHINGTON; BEING A PORTION OF "THE SOUTHWEST" QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITITAS, STATE OF WASHINGTON.

AUDITOR'S CERTIFICATE

Filed for record this 8th day of May,
2001, at 3:18 P.M., in Book F of Short Plats
at page(s) 157 of the request of Cruse & Nelson.

DAVID B. BOWEN
KITITAS COUNTY AUDITOR



CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 959
Ellensburg, WA 98926 (509) 925-4747
MJB SHORT PLAT

c.152

MJB SHORT PLAT
LOCATED IN SECTION 32, T. 18 N., R. 20 E., W.M.
KITITAS COUNTY, WASHINGTON

FILE AND NO: 20010508095
SP-00-29

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT STEVE JOHNSON AND ROBERTA JOHNSON, HUSBAND AND WIFE, CHRIS MARCHEL AND KAROLYN MARCHEL, HUSBAND AND WIFE, AND STEVEN M. BARE AND RUTH BARE, HUSBAND AND WIFE, THE UNDERSIGNED CONTRACT PURCHASERS OF THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 30th DAY OF April, A.D., 2001.

Steve Johnson Chris Marchel Steven M. Bare
STEVE JOHNSON CHRIS MARCHEL STEVEN M. BARE
Roberta Johnson Karolyn Marchel Ruth Bare
ROBERTA JOHNSON KAROLYN MARCHEL RUTH BARE

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITITAS }

THIS IS TO CERTIFY THAT ON THIS 30th DAY OF April, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVE JOHNSON AND ROBERTA JOHNSON, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Marla K. Williams
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: 08/15/04



ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITITAS }

THIS IS TO CERTIFY THAT ON THIS 1st DAY OF May, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CHRIS MARCHEL AND KAROLYN MARCHEL, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tate
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: August 15, 2004



ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITITAS }

THIS IS TO CERTIFY THAT ON THIS 30th DAY OF April, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVEN M. BARE AND RUTH BARE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tate
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: August 15, 2004



DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT JACK L. SHARICK AND SALLY J. SHARICK, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 3rd DAY OF May, A.D., 2001.

Jack L. Sharick Sally J. Sharick
JACK L. SHARICK SALLY J. SHARICK

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITITAS }

THIS IS TO CERTIFY THAT ON THIS 3rd DAY OF May, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JACK L. SHARICK AND SALLY J. SHARICK, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tate
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Ellensburg
MY COMMISSION EXPIRES: August 15, 2004



AUDITOR'S CERTIFICATE

Filed for record this 25th day of May, 2001, at 11:18 P.M., in Book F of Short Plats at page(s) 155 at the request of Cruse & Nelson.

DAVID B. BOWEN, David B. Bowen
KITITAS COUNTY AUDITOR



CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 959
Ellensburg, WA 98928 (509) 925-4747
MJB SHORT PLAT

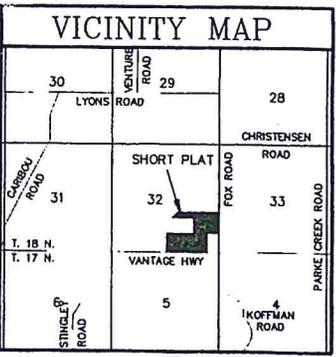
Compliments of: AmeriTitle
 This sketch is furnished for informational purposes only
 to assist in property location with references to streets
 and other parcels. No representation is made as to accuracy
 and the County retains no liability for any boundary
 location or measurement.

F-191

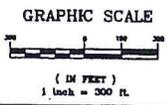
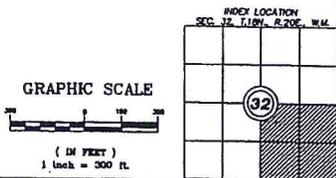
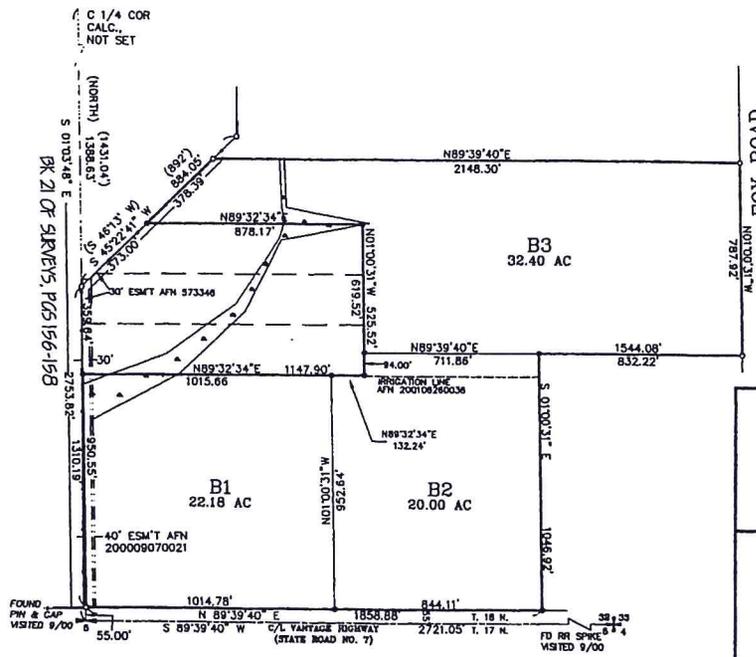
2001 1204 0015

F/191-193

RECEIVING NO. # 200112040015



JBM SHORT PLAT
 KITTITAS COUNTY SHORT PLAT NO. 01-15
 PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.
 KITTITAS COUNTY, WASHINGTON



APPROVALS

KITTITAS COUNTY PUBLIC WORKS

EXAMINED AND APPROVED this 2nd day of November A.D. 2001

[Signature]
Public Works Director

COUNTY PLANNING DIRECTOR

herby certify that the "SB" Short Plat has been examined by me and find that it conforms to the comprehensive plan of the Kittitas County Planning Commission.

Dated this 2nd day of November A.D. 2001

[Signature]
Kittitas County Planning Director

KITTITAS COUNTY HEALTH DEPARTMENT

Preliminary inspection indicated soil conditions may allow use of septic tanks as a temporary means of sewage disposal for some, but not necessarily all building sites within this short plat. Prospective purchasers of lots are urged to make inquiries of the County Health Department about issuance of septic tank permits for lots.

Dated this 1st day of November A.D. 2001

[Signature]
Kittitas County Health Officer

CERTIFICATE OF COUNTY TREASURER

I hereby certify that the taxes and assessments are paid for the preceding years and for this year in which this plat is now to be filed.

Dated this 1st day of November A.D. 2001

[Signature]
Kittitas County Treasurer

ORIGINAL TAX LOT NO. 18-29-32000-0014

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

Call Before You Dig
 1-800-553-4344

- LEGEND**
- SET 5/8" REBAR W/ YELLOW CAP - "NELSON 15092"
 - FOUND PH & CAP
 - FENCE



RECORDER'S CERTIFICATE 2001.12.04.0015

Filed for record this 4th day of Dec. 2001 at 11:45 A.M. in book... of Serial page 191... at the request of DAVID P. NELSON

David B. Rowan County Auditor
[Signature] Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of... MARGHERITA S.M. BARE in... 2001.

DAVID P. NELSON
 Certificate No. 18092

K.C.S.P. NO. 01-15
 Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M.
 Kittitas County, Washington

DWN BY G. WEISER	DATE 07/01	JOB NO. 01557
CHKD BY D. NELSON	SCALE 1" = 300'	SHEET 1 OF 3

EASTSIDE CONSULTANTS, INC.
 ENGINEERS - SURVEYORS 510 EAST FIRST
 CLE ELUM, WASHINGTON 99022
 PHONE(509)374-7433

F-192

OWNERS: CHRIS MARCHEL, STEVE JOHNSON AND STEVE M. BARE
ADDRESS: 18271 VANTAGE HIGHWAY
ELLENSBURG, WA 98926

PHONE NUMBER: (509) 968-3789

ZONE - AG-20

SOURCE OF WATER: INDIVIDUAL WELLS
SEWER SOURCE: SEPTIC TANKS

ORIGINAL PARCEL NUMBER: 18-20-32000-0014
NO. OF SHORT PLATTED LOTS: 3

RECEIVING NO. # 200112040015

JBM SHORT PLAT

KITTITAS COUNTY SHORT PLAT NO. 01-15
PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.
KITTITAS COUNTY, WASHINGTON

ORIGINAL PARCEL DESCRIPTION

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON. EXCEPT THE WEST 120.34 FEET WHEN MEASURED AT RIGHT ANGLES TO THE WEST BOUNDARY THEREOF, AND THAT PORTION OF PARCEL D OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON WHICH LIES SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 89°32'34" EAST 1,027.55 FEET MORE OR LESS TO THE EAST BOUNDARY OF SAID PARCEL D AND THE TERMINUS OF SAID LINE.

AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 819.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET OF THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY AND BOUNDARY PROJECTED 604.21 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

AND THE WEST 832.16 FEET, WHEN MEASURED AT RIGHT ANGLES TO THE WEST BOUNDARY THEREOF, OF PARCEL C OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPOCON OTS-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 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 SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 25 OF SURVEYS, PAGES 95-96, AND THE SURVEYS REFERENCED THEREON. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY OF RECORD.
4. PER ROW 17,18,140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
5. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITTITAS COUNTY ROAD STANDARDS (SEC. 12.30.010).
6. ACCORDING TO KCRS 12.50.30 MAILBOX(S) SHALL BE "BREAK-AWAY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3.
7. ACCORDING TO KITTITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT B1 HAS 2.1 IRRIGABLE ACRES, LOT B2 HAS 2.0 IRRIGABLE ACRES; LOT B3 HAS 1.1 IRRIGABLE ACRES. KRD WATER MAY ONLY BE APPLIED TO IRRIGABLE ACRES.
8. FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
9. THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR ORDERING WATER FOR THE ENTIRE PLAT. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT. KRD WILL ONLY BE RESPONSIBLE FOR KEEPING RECORDS ON THE TOTAL WATER ORDERED AT THE KRD TURNOUT.
10. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
11. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 180 ACRE UNIT OR DESIGNATED TURNOUT. THE KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.
12. 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.
13. THE COSTS OF CONSTRUCTING, MAINTAINING AND SNOW REMOVAL FOR ALL ROADS, STREETS, ACCESSES AND ALLEYS WITHIN THIS PLAT SHALL BE THE OBLIGATION OF ALL OF THE OWNERS OF THE LOTS OF THE PLAT AND OF ANY ADDITIONAL LOTS THAT MAY BE SERVED BY THESE ROADS, STREETS AND ALLEYS.



RECORDER'S CERTIFICATE *APPLIA 4/10/15*

Filed for record this *16th* day of *April*, 2015 at *2:00 P.M.*
in book *25* of *Short Plat* pages *95-96* at the request of
DAVID P. NELSON
County Auditor

David B. Bousen County Auditor *A. Flack* Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of *CHRIS MARCHEL, STEVE JOHNSON, & STEVE M. BARE* in *LINE* 2001.

DAVID P. NELSON
Certificate No. 18092

K.C.S.P. NO. 01-15
Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M.
Kittitas County, Washington

DWN BY G. WEISER	DATE 07/01	JOB NO. 01567
CHKD BY D. NELSON	SCALE 1" = 300'	SHEET 2 OF 3

EASTSIDE CONSULTANTS, INC.
ENGINEERS - SURVEYORS 518 EAST FIRST
CLE ELUM, WASHINGTON 98922
PHONE: 6081874-7433

261/3

F-193

RECEIVING NO. # 200112040015

JBM SHORT PLAT
KITITAS COUNTY SHORT PLAT NO. 01-15
PORTION OF THE S.E.1/4, SEC. 32, T.18N., R.20E., W.M.
KITITAS COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT STEVE JOHNSON AND ROBERTA JOHNSON, HUSBAND AND WIFE, CHRIS MARCHEL AND KAROLYN MARCHEL, HUSBAND AND WIFE, AND STEVEN M. BARE AND RUTH BARE, HUSBAND AND WIFE, THE UNDERSIGNED CONTRACT PURCHASERS OF THE HEREN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 20th DAY OF November, A.D., 2001.

Steve Johnson, Chris Marchel, Steven M. Bare, Roberta Johnson, Karolyn Marchel, Ruth Bare

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT JACK L. SHARCK AND SALLY J. SHARCK, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF THE HEREN DESCRIBED REAL PROPERTY, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 16th DAY OF November, A.D., 2001.

Jack L. Sharck, Sally J. Sharck

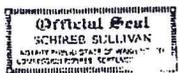
ACKNOWLEDGEMENT

STATE OF WASHINGTON) S.S.
COUNTY OF KITITAS)

THIS IS TO CERTIFY THAT ON THIS 16th DAY OF November, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JACK L. SHARCK AND SALLY J. SHARCK, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

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

Notary Public in and for the State of Washington Residing at Ellensburg
My Commission Expires: 4-9-05



ACKNOWLEDGEMENT

STATE OF WASHINGTON) S.S.
COUNTY OF KITITAS)

THIS IS TO CERTIFY THAT ON THIS 20th DAY OF November, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVE JOHNSON AND ROBERTA JOHNSON, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tak, Notary Public in and for the State of Washington Residing at Ellensburg
My Commission Expires: 1/15/02



ACKNOWLEDGEMENT

STATE OF WASHINGTON) S.S.
COUNTY OF KITITAS)

THIS IS TO CERTIFY THAT ON THIS 20th DAY OF November, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CHRIS MARCHEL AND KAROLYN MARCHEL, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tak, Notary Public in and for the State of Washington Residing at Ellensburg
My Commission Expires: 1/15/02



ACKNOWLEDGEMENT

STATE OF WASHINGTON) S.S.
COUNTY OF KITITAS)

THIS IS TO CERTIFY THAT ON THIS 20th DAY OF November, A.D., 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEVEN M. BARE AND RUTH BARE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND ACKNOWLEDGED TO ME THAT 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.

Mindy N. Tak, Notary Public in and for the State of Washington Residing at Ellensburg
My Commission Expires: 1/15/02



RECORDER'S CERTIFICATE ... 18092		
Filed for record this 16 th day of November, 2001 In book... of... of... of... DAVID P. NELSON County Auditor		
SURVEYOR'S CERTIFICATE This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of... S. JOHNSON, C. MARCHEL & S.M. BARE in... JUNE... 2001. DAVID P. NELSON Certificate No. 18092		
K.C.S.P. NO. 01-15 Portion of S.E.1/4, Sec. 32, T.18N., R.20E., W.M. Kititias County, Washington		
OWN BY G. WEISER	DATE 07/01	JOB NO. 01657
CHKD BY D. NELSON	SCALE 1" = 300'	SHEET 3 OF 3
EASTSIDE CONSULTANTS, INC. ENGINEERS - SURVEYORS 616 EAST FIRST GLE BEING, WASHINGTON 98823 PHONE: (509) 874-7433		

F/193

NO. 0107393

LIABILITY \$1,000.00

FEE \$ 216.00

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Policy No. 72030- 7017

DONALD & ANTOINETTE COLBY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

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 above.

Dated: July 1, 2008 at 8:00a.m.

CHICAGO TITLE INSURANCE COMPANY

By 
Authorized Signature

RECEIVED
AUG 07 2008
KITITAS COUNTY
GDS

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.

SUBDIVISION GUARANTEE

Office File Number : 0107393
Guarantee Number : 48 0035 72030 7017
Dated : July 1, 2008, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 200.00
Tax : \$ 16.00

Your Reference : COLBY

Name of Assured: DONALD COLBY AND ANTOINETTE COLBY; AND ASPI LAND SURVEYORS

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:

Parcel C of that certain Survey as recorded January 7, 2005, in Book 30 of Surveys, page 222, under Auditor's File No. 200501070057, records of Kittitas County, Washington; being a portion of Lots B-4A, B-4B, B-4C and B-4D of the BMJ SHORT PLAT, Kittitas County SP# 02-05, recorded December 6, 2002, in Book G of Short Plats, Pages 29 and 30, under Auditor's File No. 200212060062, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

DONALD COLBY AND ANTOINETTE COLBY, HUSBAND AND WIFE

END OF SCHEDULE A

(SCHEDULE B)

File No. 0107393

Guarantee Number: 48 0035 72030 7017

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

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. General taxes and assessments for the year 2008 have been paid.
Amount : \$143.33
Tax Parcel No. : 18-20-32052-0007 (20932)
5. 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 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.

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

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

7. Amendatory Contract, governing reclamation and irrigation matters;
Parties : The United States of America and the Kittitas Reclamation District
Dated : January 20, 1949
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
Auditor's File No. : 208267
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
8. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

(SCHEDULE B)

File No. 0107393

Guarantee Number: 48 0035 72030 7017

9. Matters disclosed and/or delineated on that certain survey recorded August 8, 2000 in Book 25 of Surveys, Pages 95 and 96, recorded July 25, 2002 in Book 27 of Surveys, Page 230, and recorded April 24, 2003 in Book 28 of Surveys, Page 231, as follows:
 - a) Notes contained thereon
 - b) Irrigation line
10. Matters disclosed and/or delineated on the MJB SHORT PLAT, recorded May 8, 2001 in Book F of Short Plats, Pages 153, 154 and 155, under Auditor's File No. 200105080015, as follows:
 - a) Notes contained thereon
 - b) Irrigation line.
11. Declaration of Protective Covenants, Conditions and Restrictions, Easement and Shared Well Agreements dated June 19, 2001, filed June 26, 2001 under Auditor's File No. 200106260036, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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.
12. Matters disclosed and/or delineated on the JBM SHORT PLAT, recorded December 4, 2001 in Book F of Short Plats, Pages 191, 192 and 193, under Auditor's File No. 200112040015, including (but not limited to) the following:
 - a) Irrigation line
 - b) Notes contained thereon
13. Declaration of Protective Covenants, Conditions and Restrictions, recorded July 25, 2002, under Kittitas County Auditor's File No. 200207250008, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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.
14. Owner's Declaration, recorded October 9, 2002, under Kittitas County Auditor's File No. 200210090001, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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.
15. Matters disclosed and/or delineated on BMJ Short Plat recorded December 6, 2002, in Book G of Short Plats, Pages 29 and 30, under Auditor's File No. 200212060002, as follows:
 - a) Irrigation line
 - b) Notes contained thereon
16. Owner's Declaration recorded April 19, 2004, under Auditor's File No. 200404190084, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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.

Said instrument is a re-record of that certain Owner's Declaration recorded January 6, 2004, under Auditor's File No. 200401060024.

(SCHEDULE B)

File No. 0107393

Guarantee Number: 48 0035 72030 7017

17. Matters disclosed and/or delineated on that certain Survey recorded January 7, 2005, in Book 30 of Surveys, Page 222, under Auditor's File No. 200501070057, as follows:
 - a) Irrigation line;
 - b) Notes contained thereon;
 - c) KRD notes contained thereon
 - d) 60' easement and cul-de-sac affecting a portion of the West boundary of said Lot C.
18. Declaration of Protective Covenants, Conditions and Restrictions recorded May 13, 2005, under Auditor's File No. 200505130003, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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.

END OF EXCEPTIONS

Notes:

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

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

CDF/lam

1 cc: Donald & Antoinette Colby
Mail



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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AFTER RECORDING RETURN TO:

Donald Colby and Antoinette Colby
21231 290th Ave SE
Maple Valley, WA 98038

Filed for at the request of:
AMERITITLE

Escrow No. EA-97063

AMT 97063E
19-

STATUTORY WARRANTY DEED

THE GRANTOR Ruth H. Bare, individually and as Personal Representative of the Estate of Steven M Bare for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys and warrants to Donald Colby and Antoinette Colby, husband and wife the following described real estate, situated in the County of Kittitas, State of Washington:

Parcel C of that certain Survey as recorded January 7, 2005, in Book 30 of Surveys, page 222, under Auditor's File No. 200501070057, records of Kittitas County, Washington; being a portion of Lots B-4A, B-4B, B-4C and B-4D of the BMS SHORT PLAT, Kittitas County SP# 02-05, recorded December 6, 2002, in Book G of Short Plats, Pages 29 and 30, under Auditor's File No. 200212060062, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of Section 52, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

Assessor's Tax Parcel Number(s): 18.20.32052.0004 (R17870) Pm

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

RE EXCISE TAX PAID

Amount \$1,147.50

Date 5-16-05

Affidavit No. 2005-1135

KITTITAS COUNTY TREASURER

By [Signature]

DATED: 5-13-05

[Signature]
Ruth H. Bare, individually and as Personal Representative of the Estate of Steven M Bare

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Ruth Bare is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath and stated that she was authorized to execute the instrument and acknowledged it individually and as Personal Representative of the Estate of Steven M Bare, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 13 day of May, 2005.

[Notary Seal]
Notary Name: Janet Vaughan
Residing at Ellensburg
My commission expires 6-30-06

NOW, THEREFORE,



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Kittitas Co Auditor AMERITITLE

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described on Exhibit A.

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean that portion of the property legally described on Exhibit A which is subdivided and/or created by division into a smaller parcel(s).

1.3 The word "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

II. PROPERTY SUBJECT DECLARATIONS:

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

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III. PROPERTY RESTRICTIONS

3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be

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Kittitas Co Auditor AMERITITLE

subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

IV. EASEMENT

4.1 Access Easement.

4.1.1 Location. The Declarants hereby grant, declare, reserve and establish a nonexclusive, perpetual easement and right of way 40 feet wide along the West boundary of Parcel D-1 as depicted on that certain plat dated May 8, 2001 and filed in Book F, page 153 of Short Plats, records of Kittitas County, Washington.

4.1.2 Use. The Declarants acknowledge and agree the Access Easement exists for the benefit of the property legally described on Exhibit B, a true and correct copy of which is attached hereto and incorporated hereinafter referenced to as the "Exhibit B Property". The Access Easement is to be used by the owner(s) of the Exhibit B Property, their successors and assigns, and their respective lessees, sub-lessees, tenants, subtenants, business invitees employees, and agents for the purposes of ingress and egress and access to the Exhibit B Property. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. Declarants further acknowledge that the easement described can also be used by the owners of the Exhibit B Property, and each of their successors and assigns for the purposes of constructing, maintaining, repairing and operating underground utilities, including, without limitation, sanitary sewer, water, electricity, telephone, communication and drainage on, under and across such easement area for the benefit of the Exhibit B Property. Notwithstanding anything contained herein to the contrary, each Declarant and their successors and assigns, shall be fully responsible and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of their respective easement area.

4.1.3 Maintenance of the Access Easement. The cost of constructing, maintaining (including snow removal), repairing, enlarging or improving any road located on the Access Easement shall be borne pro rata by the owners of the Exhibit B Property, with each

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party paying their pro-rata share of the cost of construction, maintenance (including snow removal), repairs, enlargements or improvements on any road located on the Access Easement.

4.1.4 Utilities. At such time as the owners of the Exhibit B Property desire to utilize the Access Easement for the purposes of bringing utilities, as above described to any of the benefited parcels, the cost of installing, maintaining, repairing, enlarging or improving said utilities, shall be the sole and separate responsibility and obligation of the owners of the parcel desiring to bring the utilities to a parcel. If more than one owner desires to install utilities in the easement, then the cost shall be shared equally among all of those using the utilities.

4.1.5 Maintenance of the Surface of the Access Easement. If and when the owners of a benefited parcel utilize the Access Easement, either for the construction of a road or for the extension of utilities to a Parcel or to repair, enlarge or improve the Access Easement for any reason, the owners of the Parcels desiring or necessitating the installation, maintenance, repair, enlargement or improvement, at the conclusion of said maintenance, repair, enlargement or improvement of said road or utilities located on the Access Easement shall have the obligation of returning the surface area of the easement to the condition it was in prior to the installation, maintenance, repair, enlargement, or improvement which resulted in a disturbance of the surface (excluding the improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the owners of Parcels desiring or necessitating the activity which resulted in the cost and if said activity benefits more than one parcel, then the cost shall be borne pro rata by the number of parcels necessitating or desiring the activity generating the cost.

4.2 Irrigation Water and Irrigation Easement.

4.2.1 Location. Declarants do hereby grant, declare, reserve and establish a nonexclusive, perpetual easement and right of way as described on Exhibits D and E, for the purposes of transporting irrigation water and maintaining, repairing, enlarging, modifying and replacing facilities to transport irrigation water over, across and under a portion of the property as described on Exhibits B and C. Said easement benefits the property legally described on Exhibit A.

4.2.2 Irrigation Distribution System. Developer will provide one (1) irrigation riser to each Parcel's property line. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on each individual parcel. The Lot Owner shall further be responsible for the installation of a water meter on each parcel and will pay any and all costs associated with the installation of said water meter.

4.2.3 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described

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herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.2.4 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.2.5 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C ("Exhibit C Property") will be subdivided in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.2.6 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D, described above, intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. This shall be accomplished by the Developer who shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.2.7 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.



V. SHARED WELL

5.1 Location of Well. There is a domestic water well located approximately 159 feet east and 12 feet north of the southeast corner of the property legally described on Exhibit F, a true and correct copy of which is attached hereto and incorporated herein by reference. There is a well house and pumping facility located approximately 109 feet east and 34 feet north of the southeast corner of the Exhibit F Property. The well and well house are for the use and benefit of the Exhibit B Property.

5.2 Easement for Well and Well House. There exists a perpetual non-exclusive easement consisting of a circle 100 feet in diameter, the center of which is the well described above. The easement burdens the property legally described on Exhibit F and a portion of the Exhibit B Property and benefits the Exhibit B and the Exhibit F Property. The owners of the burdened property may not locate, within 100 feet of said well, any improvement of any kind above or below the surface. Each parcel having the right to use the shared well shall also have the right to locate water conveyance pipes on the Exhibit B Property and the Exhibit F Property within 40 feet of the boundaries of said lots for the purposes of conveying domestic water to their lots.

5.3 Sharing of Expenses. Each parcel owner, upon purchase from the Developer, shall contribute \$300 to a common fund for the maintenance, repair, replacement and operation of the well. The owner of the property the well is located on shall hold the money contributed. The electricity for the shared well shall be separately metered and the costs of electricity, other operating costs, repair and maintenance shall be divided equally by the Exhibit B Property and the Exhibit F Property.

5.4 Disclaimer. Developer makes no representations or warranties as to the quality, quantity or adequacy of the water in said well. Developer makes no representations as to whether the quantity of water is sufficient to adequately provide water to any parcel. The owners of the Exhibit B Property and the Exhibit F Property and their successors and assigns take the well and well house facility AS IS. Developer specifically discloses that the well is an "exempt well" and by state regulation the quantity of water withdrawn is limited to 5,000 gallons per day. Because of said limitation, the well may only be used for domestic water and not for irrigation and the use by all of the property owners entitled to use the property may not exceed 5,000 gallons per day.

VI. TERM OF COVENANT

6.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any

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instrument terminating these covenants which has been signed by 75% of the Lot Owners of record at the time of the termination. This Declaration may be amended at any time so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VII. ENFORCEMENT

7.1 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, any Lot Owner or owner of benefited property, joining with other Lot Owners or individually, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

7.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.



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IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 21 day of June, 2001.

Steve B. Bare
STEVE BARE

Ruth Bare
RUTH BARE

[Signature]
ROBERTA JOHNSON

Roberta Johnson
ROBERTA JOHNSON

Ch Marchel
CHRIS MARCHEL

[Signature]
KAROLYN MARCHEL

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE BARE and RUTH BARE, husband and wife, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21 day of June, 2001.



Janet Vaughan
Printed Name: Janet Vaughan
Notary Public in and for the State of Washington.
My appointment expires: 6-30-02



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STATE OF WASHINGTON)
)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON and REBECCA JOHNSON, husband and wife, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21 day of June, 2001.



Janet Vaughan
Printed Name: Janet Vaughan
Notary Public in and for the State of Washington.
My appointment expires: 6-30-02

STATE OF WASHINGTON)
)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL and KAROLYN MARCHEL, husband and wife, are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19 day of June, 2001.



Janet Vaughan
Printed Name: Janet Vaughan
Notary Public in and for the State of Washington.
My appointment expires: 6-30-02

Richard-Cove-CRS third draft

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Exhibit A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet to the true point of beginning; thence S 89°32'34" W 1106.27 feet; thence N 45°22'41" E 315.05 feet; thence N 89°32'34" E 878.17 feet; thence S 01°00'31" E 219.51 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet to the true point of beginning; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet; thence S 89°32'34" W 1106.27 feet; thence S 45°22'41" W 57.96 feet, more or less, to the West boundary of said Southeast Quarter; thence S 01°03'48" E, along said West boundary, 159.63 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1005.55 feet to the true point of beginning; thence continuing N 01°03'48" W, along said West boundary, 200.01 feet; thence N 89°32'34" E 1148.09 feet; thence S 01°00'31" E 200.01 feet; thence S 89°32'34" W 1147.90 feet, more or less, to the true point of beginning.



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PARCEL B & C OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND THAT PORTION OF PARCEL D OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON WHICH LIES SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH $01^{\circ}03'48''$ WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET MORE OR LESS TO THE EAST BOUNDARY OF SAID PARCEL D AND THE TERMINUS OF SAID LINE.



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Exhibit B

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet to the true point of beginning; thence S 89°32'34" W 1106.27 feet; thence N 45°22'41" E 315.05 feet; thence N 89°32'34" E 878.17 feet; thence S 01°00'31" E 219.51 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1205.57 feet to the true point of beginning; thence N 89°32'34" E 1148.09 feet; thence N 01°00'31" W 200.01 feet; thence S 89°32'34" W 1106.27 feet; thence S 45°22'41" W 57.96 feet, more or less, to the West boundary of said Southeast Quarter; thence S 01°03'48" E, along said West boundary, 159.63 feet, more or less, to the true point of beginning.

That portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest Corner of said Southeast Quarter thence N 01°03'48" W, along the West boundary of said Southeast Quarter, 1005.55 feet to the true point of beginning; thence continuing N 01°03'48" W, along said West boundary, 200.01 feet; thence N 89°32'34" E 1148.09 feet; thence S 01°00'31" E 200.01 feet; thence S 89°32'34" W 1147.90 feet, more or less, to the true point of beginning.

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.



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Kittitas Co Auditor AMERITITLE

Exhibit C

PARCEL B & C OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND THAT PORTION OF PARCEL D OF THAT CERTAIN SURVEY AS RECORDED AUGUST 8, 2000, IN BOOK 25 OF SURVEYS AT PAGES 95 AND 96, UNDER AUDITOR'S FILE NUMBER 200008080035, RECORDS OF KITTITAS COUNTY, WASHINGTON WHICH LIES SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 89°32'34" EAST 1,147.90 FEET MORE OR LESS TO THE EAST BOUNDARY OF SAID PARCEL D AND THE TERMINUS OF SAID LINE.

AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01°03'48" WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH 89°32'34" EAST 1,147.90 FEET; THENCE NORTH 01°00'31" WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'34" WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH 45°22'41" EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH 89°39'40" EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH 01°00'31" EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.



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Kittitas Co Auditor AMERITITLE

Exhibit D

AN EASEMENT 20 FEET IN WIDTH, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON; THENCE NORTH $01^{\circ}03'48''$ WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER, 1,005.55 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET; THENCE NORTH $89^{\circ}45'30''$ EAST 1,544.12 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF FOX ROAD AND THE TERMINUS OF SAID LINE. THE SIDE LINES OF SAID EASEMENT ARE TO BE EXTENDED TO INTERSECT THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER AND THE WEST RIGHT OF WAY BOUNDARY OF FOX ROAD.



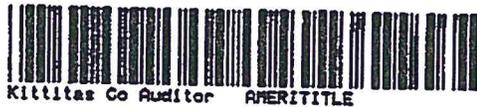
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Page: 16 of 17
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Kittitas Co Auditor AMERITITLE

Exhibit E

AN EASEMENT 10 FEET IN WIDTH LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON; THENCE NORTH $01^{\circ}03'48''$ WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER, 1,005.55 FEET; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH $01^{\circ}00'31''$ WEST 619.53 FEET TO THE END OF SAID LINE AND SAID EASEMENT.



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Exhibit F

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH $01^{\circ}03'48''$ WEST ALONG THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER 1,005.55 FEET; THENCE NORTH $89^{\circ}32'34''$ EAST 1,147.90 FEET; THENCE NORTH $01^{\circ}00'31''$ WEST 619.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}32'34''$ WEST 878.17 FEET TO THE WEST BOUNDARY OF PARCEL D OF THAT CERTAIN SURVEY FILED IN BOOK 25 OF SURVEYS PAGES 95 AND 96 UNDER AUDITOR'S FILE NUMBER 200008080035 RECORDS OF KITTITAS COUNTY, WASHINGTON; THENCE NORTH $45^{\circ}22'41''$ EAST ALONG SAID WEST BOUNDARY 378.39 FEET TO THE NORTH BOUNDARY OF SAID PARCEL D; THENCE NORTH $89^{\circ}39'40''$ EAST ALONG SAID NORTH BOUNDARY 483.86 FEET; THENCE SOUTH $01^{\circ}00'31''$ EAST 262.40 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	<div data-bbox="621 600 1101 705" style="text-align: center;">  <p>Kittitas Co Auditor SLOTHOWER</p> </div> <div data-bbox="1105 606 1328 716" style="text-align: right;"> <p>200207250008 Page: 1 of 8 07/25/2002 12:34P COV 28.00</p> </div>

After recording return to:

JEFF SLOTHOWER
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

Document Title: Declaration of Protective Covenants, Conditions and Restrictions

Grantors: BMJ PARTNERSHIP

Legal Description: SE ¼ S32, T18N, R20 EWM

Assessor's Tax
Parcel Number:

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by BMJ PARTNERSHIP, (hereinafter "Developer" or "Declarants") this 16th day of July, 2002.

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



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WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

WHEREAS, it is the intent of the Developer that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and the enjoyment thereof and to that end the Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described on Exhibit A attached hereto and incorporated herein by reference.

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean the property legally described on Exhibit A.

1.3 The word "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not



limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

II. PROPERTY SUBJECT DECLARATIONS.

2.1 The restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS

3.2 The property legally described herein on Exhibit B shall not at any point in time, now or in the future, be allowed to access and use "Falcon Ridge Road" as Falcon Ridge Road is now constructed. If, in the future, any owner of the property legally described on Exhibit B desires to have access from Falcon Ridge Road then that owner, at owner's sole cost and expense, shall be required to make improvements on Falcon Ridge Road as determined by the Kittitas County Road Standards, as administered by the Kittitas County Department of Public Works. Said improvements may include, but are not limited to, adding additional gravel, paving and such other improvements as may be required in the future under the Kittitas County Road Standards.

IV. TERM OF COVENANT

4.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property in perpetuity.

V. ENFORCEMENT

5.1 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, any Lot Owner or owner of benefited property, joining with other Lot Owners or individually, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In



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addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

5.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 16th day of July, 2002.

BMJ PARTNERSHIP:

Steve M. Bare
STEVE BARE

Chris Marchel
CHRIS MARCHEL

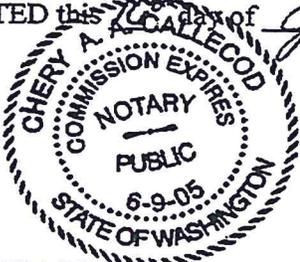
[Signature]
STEVE JOHNSON

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

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that STEVE BARE is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of BMJ Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20th day of July, 2002.



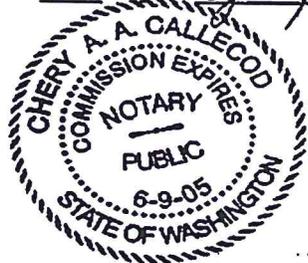
Chery A. Callecot

Printed Name: CHERY A. CALLECOT
Notary Public in and for the State of Washington.
My appointment expires: 6-9-05

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of BMJ Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16th day of July, 2002.



Chery A. Callecot

Printed Name: CHERY A. CALLECOT
Notary Public in and for the State of Washington.
My appointment expires: 6-9-05



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Page: 6 of 8
07/25/2002 12:34P
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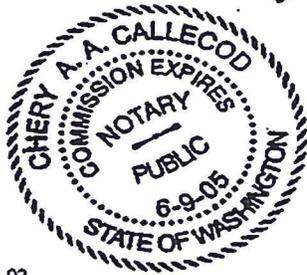
Kittitas Co Auditor SLOTHOWER

STATE OF WASHINGTON)
)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of BMJ Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16th day of July, 2002.



Chery A. A. Callecod
Printed Name: CHERY AA CALLECOD
Notary Public in and for the State of Washington.
My appointment expires: 6-9-05

jj/jbm/bmj/ccr 7-15-02

Jeff Slothower
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200207250008
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COV 28.00

Kittitas Co Auditor SLOTHOWER

Exhibit A

Legal Description of Property:

Beginning at the Southwest corner of said Southeast Quarter thence North 01°03'48" West along the West boundary of said Southeast quarter 1,005.55 feet; thence north 89°32'234" East 1,147.90 feet; thence North 01°00'31" West 619.53 feet to the true point of beginning; thence south 89°32'34" West 878.17 feet to the west boundary of Parcel D of that certain survey filed in Book 25 of Surveys pages 95 and 96 under Auditor's File No. 200008080035, records of Kittitas County, Washington; thence North 45°22'41" east along said west boundary 378.39 feet to the north boundary of said Parcel D; thence north 89°39'40" East along said north boundary and boundary projected 604.21 feet; thence South 01°00'31" East 262.40 feet more or less to the true point of beginning; being a portion of the Southeast quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

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200207250008

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COV 28.00

Kittitas Co Auditor SLOTHOWER

Exhibit B

Property Restricted from Accessing Falcon Road:

Lots B1, B2, B3 and B4 of that certain survey as recorded June 18, 2002 in Book 27 of Surveys, at page 188, under Auditor's File No. 200206180030, records of Kittitas County, Washington; being a portion of the Southeast quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	 <p>200210090001 Page: 1 of 11 10/09/2002 10:02A DCL 29.00</p>
	<p>Kittitas Co Auditor J SLOTHOWER</p>

After recording return to:

JEFF SLOTHOWER
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

Document Title:	OWNER'S DECLARATION
Grantors:	JBM PARTNERSHIP
Legal Description:	Lots B1, B2, B3 and B4 of Surveys, recorded in Book 27 of Surveys, page 230, at AFN 200207250021
Assessor's Tax Parcel Number:	18-20-32051-0001; 18-20-32051-0002; 18-20-32051-0003; 18-20-32051-0004

OWNER'S DECLARATION

This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by JBM PARTNERSHIP, (hereinafter "Developer" or "Declarants") this 8th day of October, 2002.

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
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WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

WHEREAS, it is the intent of the Developer that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and the enjoyment thereof and to that end the Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described as Lots B-1, B-2, B-3 and B-4 of Surveys recorded in Book 27 of Surveys at page 230 under Auditor's File No. 200207250021, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington ("BMJ Short Plat").

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean Lots B-1, B-2, B-3 and B-4.

1.3 The word "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory

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right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

II. PROPERTY SUBJECT DECLARATIONS.

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS

3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

Jeff Slothower
Lathrop, Winbauer, Harrel, Slothower & Denison LLP.
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Ellensburg, WA 98926
Fax (509) 962-8093
Tel (509) 925-6916



3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, abandoned vehicles, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

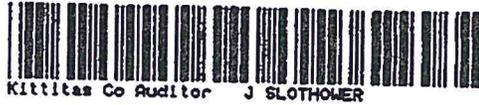
IV. EASEMENT

4.1 Access Easement.

4.1.1 Location. The Declarants hereby grant, declare, reserve, convey and establish a nonexclusive, perpetual easement described as "Easement P" on that certain survey recorded July 25, 2002 under Auditor's File No. 2002072500021. Said easement is for ingress, egress, access and utility access to and from Lots B-1, B-2, B-3 and B-4. Said easement benefits Lots B-1, B-2, B-3 and B-4 (hereinafter "Benefited Property"). Said easement burdens Lots B-1, B-2, B-3 and B-4.

4.1.2 Use. The Access Easement is to be used by the owner(s) of the Benefited Property, their successors and assigns, and their respective lessees, sub-lessees, tenants, subtenants, business invitees employees, and agents for the purposes of ingress and

Jeff Slothower
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egress and access to the Benefited Property. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. Declarants further acknowledge that the easement described can also be used by the owners of the Benefited Property, and each of their successors and assigns for the purposes of constructing, maintaining, repairing and operating underground utilities, including, without limitation, sanitary sewer, water, electricity, telephone, communication and drainage on, under and across such easement area for the benefit of the Benefited Property. Notwithstanding anything contained herein to the contrary, each lot owner and their successors and assigns, shall be fully responsible and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of their respective easement area.

4.1.3 Maintenance of the Access Easement. The term "maintenance" as used herein shall be defined to mean the filling of potholes, grading, repair of culverts or bridges, and other maintenance necessary to provide a reasonably smooth unpaved road, as now exists.

4.1.3.1 Any improvement of the easement road in excess of any required maintenance shall not be undertaken without the express approval of all parties who share in the use of that portion of the easement road south to be improved. If any of the users do not consent to the improvement of the road and the remainder of users decide or desire to improve the road by either paving, oiling, etc. such may be accomplished but without charge to the non-consenting party.

4.1.3.2 The method of allocation of maintenance expense for the road shall be divided equally amongst all parcels regardless of frequency of use, such that each parcel benefited by the easement described herein shall pay one-fourth (1/4) each for all assessments for maintenance, snow removal, repair, and all other expenses reasonably associated with the easement.

4.1.3.3 The required level of maintenance shall be a gravel surface roadway of at least 22 feet in width, including all necessary drainage, ditches, culverts and snow removal, with a 75-foot radius cul-de-sac at the end of said easement.

4.1.3.4 There shall be no gates, cattle guards, fences or other restrictions placed on or across the roadway. The roadway shall be for the benefit and use of each parcel, their guests and invitees.

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

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4.1.4 Utilities. At such time as the owners of the Benefited Property desire to utilize the Access Easement for the purposes of bringing utilities, as above described to any of the benefited parcels, the cost of installing, maintaining, repairing, enlarging or improving said utilities, shall be the sole and separate responsibility and obligation of the owners of the parcel desiring to bring the utilities to a parcel. If more than one owner desires to install utilities in the easement, then the cost shall be shared equally among all of those lots using the utilities.

4.1.5 Maintenance of the Surface of the Access Easement. If and when the owners of a benefited parcel utilize the Access Easement, either for the construction of a road or for the extension of utilities to a Parcel or to repair, enlarge or improve the Access Easement for any reason, the owners of the Parcels desiring or necessitating the installation, maintenance, repair, enlargement or improvement, at the conclusion of said maintenance, repair, enlargement or improvement of said road or utilities located on the Access Easement shall have the obligation of returning the surface area of the easement to the condition it was in prior to the installation, maintenance, repair, enlargement, or improvement which resulted in a disturbance of the surface (excluding the improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the owners of Parcels desiring or necessitating the activity which resulted in the cost and if said activity benefits more than one parcel, then the cost shall be borne pro rata by the number of parcels necessitating or desiring the activity generating the cost.

4.2 Irrigation Water and Irrigation Easement.

4.2.1 Irrigation Distribution System. Developer will provide one irrigation riser to each parcel's property line for the benefit of Lots B-1, B-2 and B-3. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on each individual parcel. The Lot Owner shall further be responsible for the installation of a water meter on each parcel and will pay any and all costs associated with the installation of said water meter. The irrigation line serving each lot is described in a document recorded under Auditor's File No. 200106260036 and the terms and conditions under which the irrigation water and irrigation easement for the existing pipeline are to be used are set forth in Covenants, Conditions and Restrictions that were filed of record under Auditor's File No. 200106260036. The irrigation water delivery line serving Lot B-1 is located on an easement identified as 20 feet in width, ten (10) feet on either side of the line, running north-south and dividing Lots B-2 and B-3 as designated on BMJ Short Plat. Paragraph 4.2.5 of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036 provides that additional property will be subdivided and the subdivided property will be entitled to be benefited and burdened by the irrigation easement. As a result, paragraph 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of those Covenants, Conditions and Restrictions set forth at Auditor's File No. 200106260036 are hereby adopted and incorporated herein by reference. For ease of reference, said paragraphs have been re-numbered as Paragraphs 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6,

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respectively, to correspond with this Agreement and are reprinted as follows with a change in paragraph 4.2.8:

4.2.2 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.2.3 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.2.4 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C ("Exhibit C Property") will be subdivided in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.2.5 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D, described above, intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. It is further the responsibility of the benefited parcels to install a water meter to the benefited parcels to measure each parcel's own use of water. The Developer who shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15 including those lot owners benefited by these Covenants and by the Covenants recorded under Auditor's File No. 200106260036. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.2.6 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the

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benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.

V. TERM OF COVENANT

5.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any instrument terminating these covenants which has been signed by 75% of the Lot Owners of record at the time of the termination. This Declaration may be amended at any time so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VI. ENFORCEMENT

6.1 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, any Lot Owner or owner of benefited property, joining with other Lot Owners or individually, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

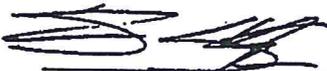
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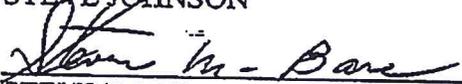


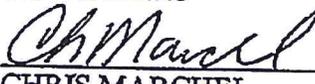
6.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 7 day of Oct, 2002.

JBM PARTNERSHIP:



STEVE JOHNSON


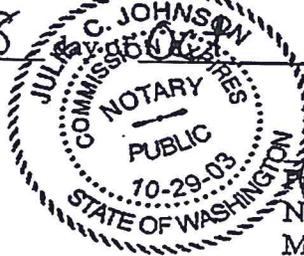
STEVE BARE


CHRIS MARCHEL

STATE OF WASHINGTON)
)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of JBM Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8 day of Oct, 2002.





Printed Name: JULIE C. JOHNSON
Notary Public in and for the State of Washington.
My appointment expires: 10-29-03

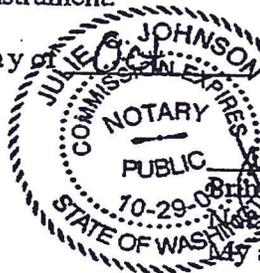
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STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that STEVE BARE is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of JBM Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 7 day of Oct, 2002.

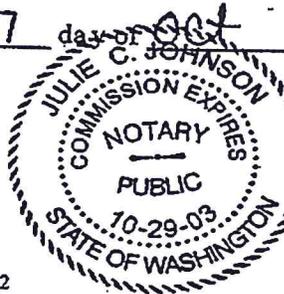


Julie C Johnson
Printed Name: JULIE C. JOHNSON
Notary Public in and for the State of Washing ton.
My appointment expires: 10-29-03

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of JBM Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 7 day of Oct, 2002.



Julie C Johnson
Printed Name: JULIE C. JOHNSON
Notary Public in and for the State of Washing ton.
My appointment expires: 10-29-03

jj/jbm/covenants/October 7, 2002



Exhibit A

Legal Description of Property:

Lots B1, B2 and B3 of the JBM Short Plat (KCSP No. 01-15) as per Short Plats recorded in Book F of Short plats, pages 191-193 under Auditor's File No. 200112040015, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

EXCEPT the westerly 229.08 feet (when measured at right angles to the west boundary thereof) of Lot B1 of JBM Short Plat (KCSP No. 01-15) as per Short Plat recorded in Book F of Short Plats, pages 191 to 193 under Auditor's File No. 200112040015, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, except the north 34.623 feet (when measured at right angles to the north boundary) thereof.

and EXCEPT that portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington which is bounded by a line described as follows:

Beginning at the Southwest corner of said Southeast quarter; thence North 01 °03'48" West, 55.00 feet, along the West boundary of said Southeast Quarter, to the North right-of-way boundary of the Vantage Highway; thence North 89 °39'40" East along said north right-of-way boundary, 458.21 feet to the true point of beginning; thence North 01 °03'48" West 915.53 feet; thence North 89 °32'33" East 229.00 feet; thence South 01 °03'47" East, 916.00 feet, more or less, to the north right-of-way boundary of the Vantage Highway; thence South 89 °39'40" West along said North right-of-way boundary, 229.00 feet, more or less to the true point of beginning.

and EXCEPT that portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the Southwest corner of said Southeast Quarter; thence North 01 °03'48" West, 55.00 feet, along the West boundary of said Southeast Quarter, to the North right-of-way boundary of the Vantage Highway; thence North 89 °39'40" East, 915.96 feet along said North right-of-way boundary to the true point of beginning; thence North 01 °03'46" west, 914.33 feet; thence North 89 °32'33" East, 228.70 feet; thence South 01 °03'44" East, 914.80 feet, more or less, to the North right-of-way boundary of the Vantage Highway; thence South 89 °39'40" West along said right of way boundary 228.70 feet, more or less, to the true point of beginning.

And Parcel C of that certain survey as recorded August 8, 2000, in Book 25 of Surveys at pages 95 and 96, under Auditor's File No. 200008080035, records of Kittitas County, State of Washington; being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington. Except the West 832.16 feet, when measured at right angles to the west boundary thereof.

Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F

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TREASURER'S USE ONLY	RECORDER'S USE ONLY
	 <p>200401060024 Page: 1 of 10 01/06/2004 04:15P DCL 28.00</p>
	<p>Kittitas Co Auditor J SLOTHOWER</p>

After recording return to:

JEFF SLOTHOWER
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

	 <p>200404190084 Page: 1 of 10 04/19/2004 04:32P DCL 28.00</p>
	<p>Kittitas Co Auditor J SLOTHOWER</p>

Document Title: **OWNER'S DECLARATION**

Grantors: **MJB PARTNERSHIP** 28

Legal Description: **Lots B4A, B4B, B4C and B4D of Surveys, recorded in Book 28 or Surveys, page 230 at AFN 200307250021 231, AFN 200304240051**

Assessor's Tax Parcel Number: **18-20-32052-0001; 18-20-32052-0002; 18-20-32052-0003; 18-20-32052-0004**

OWNER'S DECLARATION
NOTE: Rerecorded to correct Paragraph 4.1.1 - Location of Easement R, and correct legal description.
This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by MJB PARTNERSHIP, (hereinafter "Developer" or "Declarants") this 5th day of January, 2003. 2004

WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

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WHEREAS, it is the intent of the Developer that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and the enjoyment thereof and to that end the Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

L DEFINITIONS

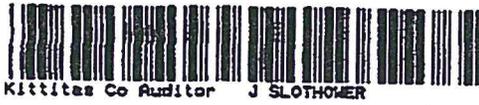
1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described as Lots B4A, B4B and B4C and B4D recorded in Book 28 of Surveys at page 231 under Auditor's File No. 200304240051, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington ("BMJ Short Plat").

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean Lots B4A, B4B and B4C and B4D.

1.3 The word "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

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II. PROPERTY SUBJECT DECLARATIONS.

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS

3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, abandoned vehicles, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural



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or related activities; there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.

3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

IV. EASEMENT

4.1 Access Easement.

4.1.1 Location of Easement R. The Declarants hereby grant, declare, reserve, convey and establish a nonexclusive, perpetual easement described as "Easement R" on that certain survey recorded under Auditor's File No. 200304240052-1. Said easement is for ingress, egress, access and utility access to and from B4B and B4C. Said easement benefits Lots B4B and B4C (hereinafter "Benefited Property"). Said easement burdens Lots B4B, B4C, and B4D.

4.1.2 Location of Easement P. The Declarants previously granted, declared, reserved, conveyed and established a nonexclusive, perpetual easement described as "Easement P" on that certain survey recorded under Auditor's File No. 200207250021. Said easement is for ingress, egress, access and utility access to and from B4A and those lots set out and identified in paragraph 4 in the Owners Declaration, filed under Kittitas County Auditor's File No. 200210090001. Provided, however, that declarant owns all of Lot B4 described in the Owner's Declaration filed under Auditor's File No. 200210090001 and hereby declares that the only portion of Lot B4 which has a right to use and is benefited by Easement P is Lot B4A, as depicted on that certain survey recorded under Auditor's File No. 200207250001. subject to the terms and conditions set forth in the Owner's Declaration recorded under Auditor's File No. 200210090001.

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4.1.3 Use. The Access Easement is to be used by the owner(s) of the Benefited Property, their successors and assigns, and their respective lessees, sub-lessees, tenants, subtenants, business invitees employees, and agents for the purposes of ingress and egress and access to the Benefited Property. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. Declarants further acknowledge that the easement described can also be used by the owners of the Benefited Property, and each of their successors and assigns for the purposes of constructing, maintaining, repairing and operating underground utilities, including, without limitation, sanitary sewer, water, electricity, telephone, communication and drainage on, under and across such easement area for the benefit of the Benefited Property. Notwithstanding anything contained herein to the contrary, each lot owner and their successors and assigns, shall be fully responsible and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of their respective easement area.

4.1.4 Maintenance of the Access Easement. The term "maintenance" as used herein shall be defined to mean the filling of potholes, grading, repair of culverts or bridges, and other maintenance necessary to provide a reasonably smooth unpaved road, as now exists.

4.1.4.1 Any improvement of the easement road in excess of any required maintenance shall not be undertaken without the express approval of all parties who share in the use of that portion of the easement road south to be improved. If any of the users do not consent to the improvement of the road and the remainder of users decide or desire to improve the road by either paving, oiling, etc. such may be accomplished but without charge to the non-consenting party.

4.1.4.2 The method of allocation of maintenance expense for the road shall be divided equally amongst all parcels regardless of frequency of use, such that each parcel benefited by the easement described herein shall pay one-fourth (1/4) each for all assessments for maintenance, snow removal, repair, and all other expenses reasonably associated with the easement.

4.1.4.3 The required level of maintenance shall be a gravel surface roadway of at least 22 feet in width, including all necessary drainage, ditches, culverts and snow removal, with a 75-foot radius cul-de-sac at the end of said easement.

4.1.4.4 There shall be no gates, cattle guards, fences or other restrictions placed on or across the roadway. The roadway shall be for the benefit and use of each parcel, their guests and invitees.

4.1.4.5 It shall be the responsibility of the owners of the parcels to participate as members of the road committee and said committee shall select, by majority vote, a road manager who shall be responsible for maintenance, snow removal, assessment and the

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other duties as to the maintenance of the road and the conditions set forth herein. The affirmative vote of four members shall be required to assess expenses associated with the road or further development of said road.

4.1.5 Utilities. At such time as the owners of the Benefited Property desire to utilize the Access Easement for the purposes of bringing utilities, as above described to any of the benefited parcels, the cost of installing, maintaining, repairing, enlarging or improving said utilities, shall be the sole and separate responsibility and obligation of the owners of the parcel desiring to bring the utilities to a parcel. If more than one owner desires to install utilities in the easement, then the cost shall be shared equally among all of those lots using the utilities.

4.1.6 Maintenance of the Surface of the Access Easement. If and when the owners of a benefited parcel utilize the Access Easement, either for the construction of a road or for the extension of utilities to a Parcel or to repair, enlarge or improve the Access Easement for any reason, the owners of the Parcels desiring or necessitating the installation, maintenance, repair, enlargement or improvement, at the conclusion of said maintenance, repair, enlargement or improvement of said road or utilities located on the Access Easement shall have the obligation of returning the surface area of the easement to the condition it was in prior to the installation, maintenance, repair, enlargement, or improvement which resulted in a disturbance of the surface (excluding the improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the owners of Parcels desiring or necessitating the activity which resulted in the cost and if said activity benefits more than one parcel, then the cost shall be borne pro rata by the number of parcels necessitating or desiring the activity generating the cost.

4.2 Irrigation Water and Irrigation Easement.

4.2.1 Irrigation Distribution System. Developer will provide one irrigation riser to each parcel's property line for the benefit of Lots B4A, B4B and B4C. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on each individual parcel. The Lot Owner shall further be responsible for the installation of a water meter on each parcel and will pay any and all costs associated with the installation of said water meter. The irrigation line serving each lot is described in a document recorded under Auditor's File No. 200106260036 and the terms and conditions under which the irrigation water and irrigation easement for the existing pipeline are to be used are set forth in Covenants, Conditions and Restrictions that were filed of record under Auditor's File No. 200106260036. The irrigation water delivery line serving Lot B-1 is located on an easement identified as 20 feet in width, ten (10) feet on either side of the line, running north-south and dividing Lots B-2 and B-3 as designated on BMJ Short Plat. Paragraph 4.2.5 of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036 provides that additional property will be subdivided and the subdivided property will be entitled to be benefited and burdened by the irrigation easement. As a result, paragraph 4.2.3, 4.2.4,

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4.2.5, 4.2.6 and 4.2.7 of those Covenants, Conditions and Restrictions set forth at Auditor's File No. 200106260036 are hereby adopted and incorporated herein by reference. For ease of reference, said paragraphs have been re-numbered as Paragraphs 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6, respectively, to correspond with this Agreement.

4.2.2 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.2.3 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.2.4 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C (Exhibit C property) to that certain document recorded under Kittitas County Auditor's File No. 200106260036 will be subdivided in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.2.5 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D to that certain document recorded under Kittitas County Auditor's File No. 200106260036 intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. It is further the responsibility of the benefited parcels to install a water meter to the benefited parcels to measure each parcel's own use of water. The Developer who shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15 including those lot owners benefited by these Covenants and by the Covenants recorded under Auditor's File No. 200106260036. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited

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parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.2.6 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.

V. TERM OF COVENANT

5.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any instrument terminating these covenants which has been signed by 75% of the Lot Owners of record at the time of the termination. This Declaration may be amended at any time so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VI. ENFORCEMENT

6.1 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, any Lot Owner or owner of benefited property, joining with other Lot Owners or individually, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any

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restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

6.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 5th day of JANUARY, 2003-2004

MJB PARTNERSHIP:

[Signature]
Steve Johnson
[Signature]
Ruth Bare
[Signature]
Chris Marchel

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that STEVE JOHNSON is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of MJB Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5 day of January, 2004.



[Signature]
Printed Name: Christina E. Denison
Notary Public in and for the State of Washington.
My appointment expires: 2.01.05

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STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that RUTH BARE is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of MJB Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5 day of January, 2004.



Christina E. Denison
Printed Name: Christina E. Denison
Notary Public in and for the State of Washington.
My appointment expires: 2.01.05

STATE OF WASHINGTON)
County of Kittitas)

ss.

I certify that I know or have satisfactory evidence that CHRIS MARCHEL is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as a partner of MJB Partnership to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5 day of January, 2004.



Christina E. Denison
Printed Name: Christina E. Denison
Notary Public in and for the State of Washington.
My appointment expires: 2.01.05

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TREASURER'S USE ONLY	RECORDER'S USE ONLY
	
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	Kittitas Co Auditor J SLOTHOWER DCL

After recording return to:

RUTH BARE
8200 Sorenson Road
Ellensburg, WA 98926

Document Title: **OWNER'S DECLARATION**

Grantors: RUTH BARE, individually and as personal representative of the Estate of Steven M. Bare, deceased.

Legal Description: Lot C of Surveys, recorded in Book 30 of Surveys, page 222, at Auditor's File No. 200501070057

Assessor's Tax

Parcel Number:

OWNER'S DECLARATION

This Declaration of Protective Covenants, Conditions and Restrictions (hereinafter "Declaration") is made and executed by RUTH BARE, individually and as personal representative of the Estate of Steven M. Bare, deceased (hereinafter "Developer" or "Declarants") this 10th day of May, 2005.

WITNESSETH:

WHEREAS, Developer is the owner of real property located in Kittitas County, Washington, and more particularly described herein in paragraph 1.1 (hereinafter the "Property"); and

WHEREAS, Developer intends to develop a residential development on the property (the "Development"); and

WHEREAS, it is the intent of the Developer that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and the

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enjoyment thereof and to that end the Developer desires a means to preserve and protect the intended character of the Property;

NOW, THEREFORE,

Developer declares that all of the Property shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants, conditions, reservations, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, agreements, restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

I. DEFINITIONS

1.1 The words "Property" and "Development", shall mean and refer to all the real property legally described as Lot C of Surveys, recorded in Book 30 of Surveys, page 222, at AFN 200501070057, records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 32, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

1.2 The word(s) "Lot(s)" or "Parcel(s)" shall mean Lot C or any future subdivision of Lot C created by future division of Lot C.

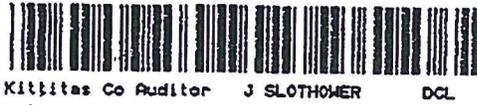
1.3 The word "Lot Owner" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot or part of the property subject to these Covenants, Conditions and Restrictions. The word Lot owner shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot; and including liens and easement holders and tenants or other persons in possession; a possessory right to occupy a lot subject to these Covenants, Conditions and Restrictions, including but not limited to tenants, individuals and/or entities not holding fee title, a vendee's interest under a real estate contract, or any subtenants.

1.4 The Phrase "KRD" shall mean the Kittitas Reclamation District and its successors and assigns.

II. PROPERTY SUBJECT DECLARATIONS.

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, These covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

III. PROPERTY RESTRICTIONS



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3.1 Peace and Enjoyment of Property. Each lot owner shall use their respective lot for their own enjoyment and in such a manner as to not offend other lot owners or all other lot owners' use and enjoyment of their respective lots.

3.2 Permitted Activities. No Lot Owner shall carry on any activity of any nature whatsoever on the Property that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

3.3 Structures on Lots.

3.3.1 No pre-manufactured home or modular home which is older than five (5) years shall be allowed to be placed on or erected on any Lot, regardless of whether said placement is temporary or permanent.

3.3.2 Garages and outbuildings shall be allowed to be constructed on a Lot; however, all garages constructed on a Lot shall be a minimum size of 20 feet by 20 feet.

3.4 Irrigation Drainage. Each property owner agrees to allow and provide in a reasonable manner for the passage of irrigation and drainage water in the existing ditches across their properties. All tracts or parcels through which said ditches run shall be subject to reservations of easements and rights of way for use and maintenance of said irrigation and drainage ditches.

3.5 Condition of Lot. Each Lot shall be maintained in a clean, sanitary condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, abandoned vehicles, equipment (other than farm equipment), and building materials (temporary storage during construction phases excluded).

3.6 Agricultural Use. All Lot Owners understand and acknowledge they have been informed that the Property is located in an active agricultural area in which a specific right to farm law exists. All owners of Lots understand that, in the normal management of agricultural or related activities, there will be noise, dust, distribution of airborne particulate matter, and other effects from the operation of farm equipment, irrigation pumps, and there will be movement of agricultural equipment and/or animals. The Lot Owner is aware that, in an agricultural area, both ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides, and related plant protection and development products occur on a regular basis. The Lot Owner further understands and agrees that agricultural activities occur in both daylight and at night and not during any particular time. The Lot Owner understands that, by owning a Lot, he will be subjected to all of the above and possibly additional activities and/or situations that may be perceived as a nuisance but which are the result of normal ongoing agricultural activities. A Lot Owner is precluded from commencing any legal activity or any kind of a lawsuit in any court of competent jurisdiction alleging damages from the result of normal and non-negligent agricultural activities.



3.7 Open Space Taxation. As of the making of this Declaration, the Property is designated as open space and is taxed at a special use rate. The sale of the property or any portion thereof may result in the property sold not being eligible for special use taxation rates. In the event that occurs, there may be interest, penalties and additional taxes due. The purchaser of the property or any part of the property shall be responsible for payment of any and all interest, penalties and additional taxes incurred and shall save and hold Declarant harmless therefrom.

IV. EASEMENT

4.1 Irrigation Water and Irrigation Easement.

4.1.1 Irrigation Distribution System. Developer will provide one irrigation riser to the lot property line for the benefit of Lot C. The Lot Owner and its successors and assigns shall be responsible for any and all costs associated with the irrigation distribution system on the lot. The Lot Owner shall further be responsible for the installation of a water meter on the lot and will pay any and all costs associated with the installation of said water meter. The irrigation line serving the lot is described in a document recorded under Auditor's File No. 200106260036 and the terms and conditions under which the irrigation water and irrigation easement for the existing pipeline are to be used are set forth in Covenants, Conditions and Restrictions that were filed of record under Auditor's File No. 200106260036. Paragraph 4.2.5 of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036 provides that additional property will be subdivided and the subdivided property will be entitled to be benefited and burdened by the irrigation easement. As a result, paragraph 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of those Covenants, Conditions and Restrictions set forth at Auditor's File No. 200106260036 are hereby adopted and incorporated herein by reference. For ease of reference, said paragraphs have been re-numbered as Paragraphs 4.1.2, 4.1.3, 4.1.4, 4.1.5 and 4.1.6, respectively, to correspond with this Agreement and are reprinted as follows with exhibit references to Exhibits C and D of the Covenants, Conditions and Restrictions recorded under Auditor's File No. 200106260036.

4.1.2 Maintenance. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system located on the irrigation easements described herein, the owners of the benefited parcels shall contribute their pro rata share of the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump.

4.1.3 Repair of Surface. In the event that the repair, maintenance, enlargement or replacement of the existing irrigation distribution system located above described results in the surface area being disturbed, the surface shall be returned to the condition it was in prior to the repair, maintenance, enlargement or replacement of the irrigation distribution system; provided, however, that the cost of restoring the condition of the surface shall be part of the cost of the repair, maintenance, enlargement, or replacement and shall be paid as provided above.

4.1.4 Additional Property Served by the Irrigation Easement. It is contemplated that the property legally described on Exhibit C (Exhibit C Property) to that certain document recorded under Kittitas County Auditor's File No. 200106260036 will be subdivided



in the future. The subdivided parcels shall be benefited and burdened by the irrigation easement in the same manner as the Exhibit C Property is benefited and burdened.

4.1.5 Allocation of KRD Water. Certain portions of the benefited and burdened parcels are entitled to receive water delivered by the KRD. The KRD delivers the water to the property at a point where the line legally described on Exhibit D, described above, intersects the eastern boundary of the Exhibit C Property. It is the responsibility of the benefited parcels to deliver KRD water to the benefited parcels. It is further the responsibility of the benefited parcels to install a water meter to the benefited parcels to measure each parcel's own use of water. The Developer shall act as the water master until such time as each and every lot has been sold. After said lots have been sold, the Developer will no longer act as water master and the water master shall be an individual or individuals elected by majority vote of the benefited lot owners each year on or about March 15 including those lot owners benefited by these Covenants and by the Covenants recorded under Auditor's File No. 200106260036. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the benefited parcels and arranging for necessary maintenance. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the benefited parcels. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the benefited parcels at any meeting called by the water master. Benefited lot owners may vote on any matter requiring a vote in person or by written proxy.

4.1.6 Restriction on Use. The water master shall have the authority to adopt such rules and regulations as are necessary to efficiently deliver irrigation water to all of the benefited property. This may include, but not be limited to, the right to designate days when specific lots can and cannot irrigate.

V. TERM OF COVENANT

5.1 The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any instrument terminating these covenants which has been signed by 75% of the Lot Owners of record at the time of the termination. This Declaration may be amended at any time so long as the amendment has been signed by at least 90% of the Lot Owners of record at the time of the amendment. The easements set forth herein are perpetual.

VI. ENFORCEMENT

6.1 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, any Lot Owner or owner of benefited property, joining with other Lot Owners or individually, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation



against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

6.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set their hand and seal as of the 10 day of May, 2005.

Ruth Bare
RUTH BARE

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that RUTH BARE is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of May, 2005.

AMANDA M. CLERF
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 08-09-08

Amanda M. Clerf
Printed Name: Amanda M. Clerf
Notary Public in and for the State of Washington.
My appointment expires: 08-09-08

Trademark, Clr. Johnson, Stamp Corp's Regs 5-05-03