

CANYON RIVER RANCH, LLC
Canyon Rd – SR 821
(PO Box 186 Ellensburg, WA 98926)

FIRE PROTECTION CONTRACT

This agreement is made between Canyon River Ranch, LLC (Canyon River) and Kittitas County Fire Protection District 2 (District).

WHEREAS, the District is organized and equipped to provide fire protection services within and in the vicinity of its boundaries, and Canyon River desires that the District provide such services to its property located on State Route 821, NOW THEREFORE,

1. Beginning on the date of approval by both parties hereto, the District shall provide fire protection services to the property described below:

The South Half (S ½) of the Southwest Quarter (SW ¼), Section 28, Township 16 North, Range 19 East W.M., Kittitas County, Washington.

EXCEPT easement granted by the Highway Service Corporation of the State of Washington, dated July 21, 1931, filed for record September 5, 1931, and recorded in Book 49 of Deeds, page 540, granting a right-of-way over a strip of land 100 feet wide, being 50 feet on each side of center line of said road as surveyed over and across said premises;

EXCEPT a right-of-way 400 feet in width reserved by the Northern Pacific Railway Company over and across a portion of the above-described premises;

EXCEPT the North 200 feet thereof.

TOGETHER WITH all water rights and irrigation ditches appurtenant thereto.

TOGETHER WITH a 1993 28x56 mobile home; Manufacturer: Valley Manufacturing Country Cottage, Serial No. VHM12806W20651A/B.

TOGETHER WITH 1975 Ponderosa mobile home, Serial No. S6187.

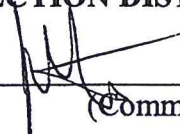
Subject to restrictions, reservations, easements and rights of way apparent or of record.

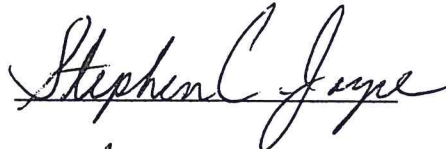
2. In consideration for receiving fire protection services, Canyon River shall pay to the District an amount equal to \$1.50 for each \$1,000.00 of assessed value as determined by the Kittitas County Assessor. The payment will be based on the latest assessed value and will be paid no later than 60 days after property tax statements have been sent out.

3. This agreement shall be for an indefinite period. Either Canyon River or the District may cancel this contract upon giving written notice of intent to cancel one year in advance.
4. This agreement is made pursuant to RCW 39.34.080. Canyon River and the District shall perform all services and carry out all responsibilities under the terms of this agreement as independent agencies and neither shall by virtue of this agreement be considered an agent or an agency of the other.
5. The District and Canyon River shall indemnify and hold each other harmless from any loss, and from any cause of action, suits at law or equity or claims or damages or for any liability of any nature due to the actions of the other arising from the operation of this contract.
6. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties.
7. Canyon River acknowledges that, due to the location of the protected occupancy, the District may not be able to provide a level of service consistent with that provided to District residents. The level of service most likely to be affected will be response time although the District will respond to calls for service as dispatched with appropriate apparatus and staffing.

**KITTITAS COUNTY FIRE
PROTECTION DISTRICT 2**

CANYON RIVER RANCH, LLC

By: 
(Commissioner)

By: 

Date: 11-28-06

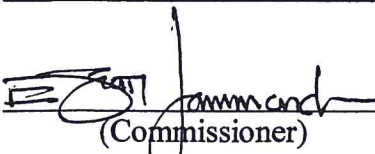
Date: 11/4/06

By: 
(Commissioner)

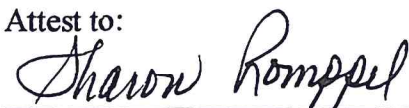
By: _____

Date: 11-28-06

Date: _____

By: 
(Commissioner)

Date: 11-28-06

Attest to:

District Secretary