

MITIGATION WATER PURCHASE AGREEMENT

THIS MITIGATION WATER PURCHASE AGREEMENT is made and entered into as of the 15th day of November, 2021, by and between **SC AGGREGATE COMPANY, INC. A WASHINGTON CORPORATION** (hereinafter referred to as “Seller”), and **DONALD R. AKEHURST** (hereinafter referred to as “Purchaser”).

WHEREAS, Seller is the owner of certain water rights in the mainstem of the Yakima River, WRTS File No. CS4-01724CTCLsb7 (KITT-09-05) (the “Water”), which it has placed into the Yakima River Basin Trust Water Rights Program as authorized under Chapter 90.38 RCW (the “Trust”) as evidenced by that certain Certificate of Trust Water Right No. S4-01724CTCLsb7 issued by the Washington State Department of Ecology (“Ecology”) dated April 13, 2010 (the “Certificate”) for the purpose of enhancing in-stream flows and providing mitigation water to offset and allow for the permitting of new water rights to be used for any lawful purpose within the Yakima River basin; and

WHEREAS, Purchaser is the owner of that certain real property located in Kittitas County and legally described in Exhibit 1 attached hereto and incorporated herein (hereinafter referred to as “Property”); and

WHEREAS, Purchaser desires to obtain a permit from Ecology to withdraw ground water for in-door domestic use on the Property, which permit would not otherwise be granted by Ecology without an offsetting water right in mitigation (the “Permit”); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase a permanent allocation of a portion of the Water in the Trust for the benefit of the Property to allow Purchaser to obtain the Permit, all as is hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, payment of the purchase price and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Seller agrees to permanently allocate such portion of the Water in Trust as required by Ecology to mitigate the water use that will be authorized by the Permit, such allocation to be at the rate of not more than 250 gallons per day per equivalent residential unit (“ERU”) for continuous use, of which 0.084 acre feet of consumptive use per ERU per year shall actually be available to Purchaser for indoor domestic use with an approved septic systems, or as otherwise reasonably determined by Seller (the “Mitigation Water”). It is presently estimated that Purchaser will require ten (10) ERU(s) for Purchaser's intended purpose, for which Purchaser shall pay Seller \$5,250.00 per ERU. Purchaser desires to purchase Mitigation Water for 250 gallons per day per ERU for a total purchase price of \$52,500.00 payable in cash at Closing, including Earnest Money (the “Purchase Price”).

2. Within 3 days of the Contingency Start Date (hereinafter defined), Purchaser shall deposit with the Closing Agent (hereinafter defined) the sum of \$5,000.00 with an additional \$20,000.00 on or before December 1, 2021, (for a total of \$2,500.00 per ERU) paid or delivered as earnest money (the "Earnest Money") in part payment of the purchase price for the Mitigation Water. Seller shall open escrow upon the mutual execution hereof, and the Earnest Money and this Agreement shall be held by the Closing Agent for the benefit of the parties hereto, subject to the terms of this Agreement. Should Ecology reject the Application or deny the Permit, the Earnest Money shall be fully refunded to Purchaser, less only direct out of pocket expenses of Seller, presently estimated to be \$0. Should Purchaser withdraw the Application or otherwise fail to diligently pursue its processing, \$500.00 of the Earnest Money shall be forfeited to Seller (the non-refundable portion of the Earnest Money).

3. Seller's obligation to permanently allocate the Mitigation Water for the Permit is specifically subject to and contingent upon the following terms and conditions. In the event any contingency is not, or cannot be, removed, approved or mitigated to Seller's satisfaction, Seller shall have the right to either waive the contingency or terminate this Agreement, whereupon the refundable portion of the Earnest Money shall be disbursed as set forth herein. For purposes of this Agreement, the term "Contingency Start Date" shall be the later of the date of this Agreement as first above written, or the latest of the dates this Agreement is executed by the parties hereto as indicated on the signature page hereof; provided that if any signature is not dated, the date first above written shall be the Contingency Start Date.

3.1 Purchaser shall prepare the application to Ecology for the Permit (the "Application") and as approved by Seller. Purchaser shall submit the Application to Ecology for processing, together with all required fees.

3.2 Purchaser shall diligently pursue, cooperate with Seller and Ecology, and take all steps and bear all costs required to have the Application timely processed to a conclusion. In addition to the Purchase Price and other costs and expenses allocated to Purchaser in this Agreement and regardless of whether or not the Permit is issued, Purchaser shall pay all attorney's, staff and consulting fees incurred by Purchaser in connection with the preparation and processing of the Application and the issuance of the Permit; provided, however, that Purchaser shall not be responsible for any of Seller's attorney's, staff or consultant fees incurred in enforcing the Trust or making the Mitigation Water otherwise eligible for permanent allocation in Trust as mitigation for the Permit. The provisions of this Section shall survive the termination of this Agreement or Closing.

3.3 Seller's approval of all terms and conditions of the Permit as proposed or issued by Ecology as they may relate to or impact the Trust, Water and/or Mitigation Water in any regard.

3.4 If not otherwise directly provided by Ecology, Purchaser shall provide Seller with a true, correct and complete copy of Ecology's report of examination or water budget neutral determination letter issued pursuant to the Application (collectively the "ROE") within five (5) days of its receipt. The terms and conditions of the ROE shall be reasonably acceptable to Seller, and, if the ROE provides for a greater or lesser quantity of Mitigation Water to be allocated in support of the quantity of water approved by Ecology for the Permit, the purchase price and amount

of the Mitigation Water being acquired by Purchaser shall be proportionately adjusted.

3.5 Failure of Seller to timely approve, disapprove or waive some or all of the contingencies and conditions specified above shall cause this Agreement to be terminable by Seller upon the giving of three (3) days prior written notice to Purchaser. Such notice shall identify the open contingency or contingencies and shall state that this Agreement shall terminate upon the expiration of such 3 day period; provided that, in the event such open contingency or contingencies are then satisfied by Purchaser within such three day period, this Agreement shall not terminate, and the parties shall proceed to closing as provided herein.

4. Purchaser's obligation to purchase the Mitigation Water is specifically subject to and contingent upon satisfaction of the following terms and conditions. In the event said contingency is not, or cannot be, approved or mitigated to Purchaser's satisfaction, and provided Purchaser shall have fully complied with Paragraphs 3.1 and 3.2 hereinabove, Purchaser shall have the right to either waive the contingency or terminate this Agreement, whereupon all non-refundable Earnest Money shall be refunded to Purchaser:

Within fourteen (14) months of the Contingency Start Date, Ecology shall provide Purchaser its Report of Examination ("ROE") issued pursuant to the Application in a form substantially consistent with the water right requested in the Application.

5. Upon the later of Closing or Purchaser's compliance with all conditions in the ROE and/or Permit, Seller shall permanently allocate the Mitigation Water in the Trust to the Property in mitigation of the water right use designated in the ROE and/or Permit subject to the terms and conditions of the Trust, the ROE, the Permit, or as otherwise stated in this Agreement. Purchaser ratifies and shall be bound by the terms and conditions of the Trust, as now or hereafter amended, provided that any amendments subsequent to the date of Closing shall not adversely affect the Permit. The terms of this Paragraph 5 shall survive Closing.

6. The sale shall be closed in the offices of Lathrop, Winbauer, Harrel, Slothower & Denison LLP (hereinafter the "Closing Agent"), within ten (10) days of the issuance of the final ROE and the expiration or final resolution of any appeal period or appeals, but in any event not later than the date which is **eighteen (18) months from the Contingency Start Date, which shall be the Termination Date**. Purchaser and Seller shall timely deposit with the Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement and the Escrow Closing Agreement, a copy of which is provided to Purchaser concurrently herewith.



6.1. Seller shall pay one-half of the escrow closing fee and document preparation fees; all attorney's fees incurred by Seller, if any; and those other costs or expenses normally allocated to a seller in a real estate transaction.

6.2. Purchaser shall pay real estate excise or similar taxes, including, but not limited to, those provided for in RCW 82.45.080 and WAC 458-61A-100(2)(a), incurred upon the permanent allocation of the Mitigation Water in Trust; one-half of the escrow closing fee and document preparation fees; all costs associated with the Application and the issuance of the ROE and Permit,

including, but not limited to publication and recording fees; all attorney's fees incurred by Purchaser and by Seller pursuant to paragraph 3.2, if any, and those other costs or expenses normally allocated to a purchaser in a real estate transaction.

7. Purchaser offers to pay Seller for the permanent allocation of the Mitigation Water in its present condition on the terms noted. Seller hereby warrants that, to the best of its knowledge, it is unaware of any material defect in the Mitigation Water.

8. If either party defaults (that is fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek damages or rescission. If the non-defaulting party seeking damages or rescission is Purchaser, the then refundable portion of the Earnest Money, upon demand, shall be refunded. If the non-defaulting party seeking damages or rescission is Seller, the balance of the Earnest Money, upon demand, shall be forfeited and paid to Seller. **In the event the Purchaser fails, without legal excuse, to complete the processing of the Application, the non-refundable portion of the Earnest Money deposit made by the Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure.**

Seller and Purchaser Initials:   _____

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement encompasses the entire agreement between the parties, there are no other verbal or other agreements which modify or effect this Agreement, and all amendments hereto shall be in writing and signed by each party. If either party shall be in default under this Agreement, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this Agreement. The defaulting party hereby covenants and agrees to pay all costs and expenses so incurred by the non-defaulting party, including but without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall cause a failure of cure of the specified default and shall in itself constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this Agreement or for any cause arising out of this Agreement, the prevailing party in such action shall be entitled to reimbursement by the losing party for all of its court costs and reasonable attorneys' fees and fees or costs normally charged or advanced by such attorneys for items such as reports, photocopies, telephone tolls, mileage, travel, boarding, expert fees, accounting fees or other advanced costs and fees, including such costs and fees that are incurred on appeal and in the enforcement in any judgment. In the event it is reasonably necessary for either party to employ counsel or incur expense, in or out of court in any bankruptcy or reorganization proceedings, to enforce, establish or protect such party's rights hereunder, such party who prevails therein or so protects or establishes such party's rights hereunder shall be entitled to recover all reasonable attorneys' fees and expenses so incurred. All payments and reimbursements required by this paragraph shall be due and payable on demand, and may be offset against any sums owed to the party so liable in order of maturity, and shall bear interest at the rate of twelve percent (12%), per annum, from the date of demand to and including the date of collection or the due date of any sum

against which the same is offset, as the case may be.

10. Any notices required in accordance with any of the provisions herein or desired to be given hereunder shall be delivered personally or if mailed then mailed by registered or certified mail and addressed to the address set forth hereinbelow or at such other place as Seller and/or Purchaser, as the case may be, may in writing from time to time direct. Notices shall be deemed given when delivered, if delivered personally, or three (3) business days after deposit in the United States mail as set forth above.

11. For purposes of this agreement, "Closing Agent" shall be the law firm of Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P. which is designated by the parties hereto to perform such services.

12. For purposes of this agreement "Closing" and "date of closing" shall be construed as the date upon which all appropriate documents allocating the Mitigation Water as required by the ROE are available for delivery to Purchaser or Ecology, as the case maybe, and the proceeds of this sale are available for disbursement to Seller, all as otherwise set forth in the Escrow Closing Agreement.

13. By their respective signatures hereinbelow, the Seller hereby makes the following disclosures which are acknowledged and accepted by Purchaser:

13.1. F. Steven Lathrop is a principal in SC Aggregate, is an attorney licensed to practice law in the State of Washington, and is a principal in the law firm of Lathrop, Winbauer, Harrel, Slothower & Denison, LLP ("LWHSD").

13.2. LWHSD does represent the interests of Seller and the principals of Seller in various legal matters including, but not limited to, matters relative to the Water, Trust, Certificate, and this Agreement and all related matters.

13.3 Purchaser acknowledges that the duties and obligations LWHSD to Purchaser in this transaction are those of escrow closing agent and LWHSD is not acting as legal counsel for Purchaser in any capacity. Neither the payment by Purchaser of document preparation or closing fees nor the act of any representative of LWHSD providing Purchaser with information regarding this transaction or assistance with the Application or Permit in any regard constitute an engagement of this firm as legal counsel for Purchaser. The execution of all documents associated with this transaction will affect Purchaser's legal rights and Purchaser has and will have had now through Closing the opportunity to obtain and consult with independent legal counsel for all purposes relative to this transaction.

Purchaser Initials:  _____

13.4 Notwithstanding the provisions of paragraph 13.3, Seller and Purchaser individually and severally acknowledge that to the extent LWHSD has, does, or is determined to represent the interests of both Seller and Purchaser, whether in various matters and/or assisting in this transaction, it is doing so at the specific request of both parties. The parties acknowledge that

dual representation may be construed to be a conflict of interest under the Rules of Professional Responsibility governing attorneys. The parties, having been advised of the actual or potential conflict of interest and having had the opportunity to consult with independent counsel on the advisability of waiving said actual or potential conflict, do hereby waive any actual and/or potential conflict of interest which may exist with Lathrop, Winbauer, Harrel, Slothower & Denison, L.L.P. and its principals relative to this transaction.

Seller and Purchaser Initials: DS
FSL SA

14. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original; provided, however, any and all such copies containing original signatures shall be provided to the Closing Agent upon mutual acceptance of this Agreement.

15. There are no other verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

IN WITNESS WHEREOF:

SELLER:
SC Aggregate Company, Inc. a Washington corporation

By: DocuSigned by:
F. Steven Lathrop
AAA2E5B5ED4D4DB
F. Steven Lathrop, President

PURCHASER:
Gregory A. Akehurst
Gregory A. Akehurst as attorney of fact
Donald R. Akehurst

Execution Date: 11/15/2021

Execution Date: Nov. 16 2021

Address: 1572 Robinson Canyon Road
Ellensburg WA 98926
steve@lwhsd.com

Address: 2151 Brick Mill Road
Ellensburg, Washington 98926

Telephone: 509-925-5622

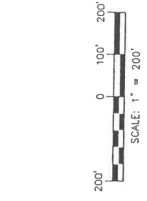
EXHIBIT 1

Legal Description: Ptn. NW ¼ Sec 20, Twn 18N, Rng 19 EWM, Kittitas County, Washington
Parcel Numbers: 784434, 954945, 954946

More fully described on Akehurst Plat under Kittitas County LP-08-00033, LPF-21-00009, a copy of which is attached hereto and incorporated herein by reference.

LP-08-00033
LPF-21-00009

AKEHURST PLAT
A PORTION OF THE NW 1/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M.,
KITTTAS COUNTY, WASHINGTON

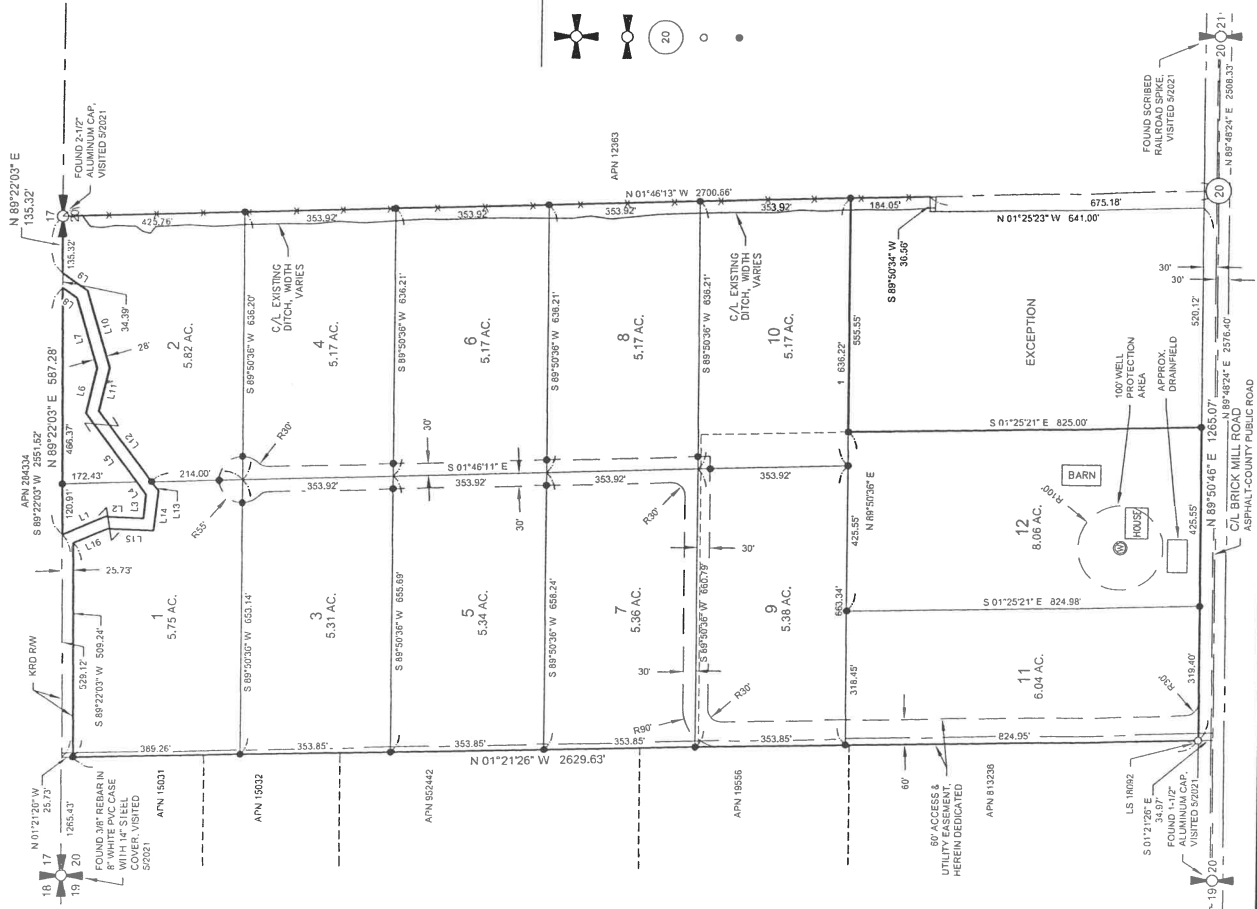
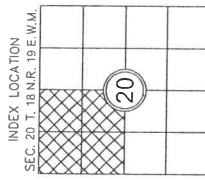


SURVEY NOTES:

- THE PURPOSE OF THIS SURVEY IS TO ILLUSTRATE PARCELS AS SHOWN HEREON AND TO FACILITATE SATISFYING THE CONDITIONS FOR APPROVAL FOR AN APPLICATION FOR A PLAT SUBMITTED SEPARATELY TO KITTTAS COUNTY.
- THIS SURVEY WAS PERFORMED USING A TRIMBLE S7-3 TOTAL STATION WITH RESULTING ACCURACY THAT MEETS OR EXCEEDS STANDARDS PER WAC 332-130-060.
- THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD OR OTHERWISE.
- FOR ADDITIONAL SURVEY AND REFERENCE INFORMATION, SEE THE FOLLOWING:
 - BOOK J OF SHORT PLATS, PAGES 722 & 223, APN: 200808150026
 - BOOK 20 OF SURVEYS, PAGES 237 & 238, APN: 198811160033
- ALL RECORDS OF KITTTAS COUNTY, STATE OF WASHINGTON AND THE SURVEY'S REFERENCED TIERION.
- BEARINGS ARE BASED ON THE BEARING ESTABLISHED ON THE AKEHURST SHORT PLAT RECORDED IN BOOK 10 OF SHORT PLATS, PAGES 100 & 101. THE MONUMENTS ARE THE FOUND 1.12" ALUMINUM CAP AT THE WEST 1/4 CORNER OF SECTION 20 AND THE FOUND RAILROAD SPIKE AT THE EAST 1/4 CORNER OF SECTION 20, AS NOTED HEREON.

LEGEND

- SECTION CORNER, AS NOTED
- QUARTER CORNER, AS NOTED
- CENTER OF SECTION, AS NOTED
- FOUND REBAR & CAP, AS NOTED
- SET REBAR & CAP, LS 45503



LINE #	DIRECTION	DISTANCE
L1	S 23°27'57" E	109.21'
L2	S 15°30'37" W	96.53'
L3	S 83°50'57" E	56.16'
L4	N 53°34'02" E	35.10'
L5	N 53°30'37" E	202.74'
L6	S 77°16'57" E	110.44'
L7	N 74°12'03" E	172.65'
L8	N 34°31'03" E	42.15'
L9	N 48°51'02" E	72.12'
L10	N 74°12'03" E	188.80'
L11	S 77°16'57" E	104.75'
L12	N 53°34'02" E	209.27'
L13	N 53°34'02" E	26.82'
L14	S 83°50'57" E	95.12'
L15	S 15°30'37" W	106.29'
L16	S 23°27'57" E	85.77'



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 LEW. NEWB IN NOV. 2021.

DUSTIN L. PIERCE
CERTIFICATE NO. 45503

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF _____ AT _____, WA.
IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF _____
SURVEYOR'S NAME _____
COUNTY AUDITOR _____
JEROLD V. PETTIT
Deputy County Auditor

Encompass ENGINEERING & SURVEYING
Western Washington Division
165 NE Juniper Street, Ste. 201 • Issaquah, WA 98027 • Ph: (425) 992-0250 • Fax: (425) 391-1055
Eastern Washington Division
407 Southwater Blvd. • Cle Elum, WA 98922 • Ph: (509) 674-7433 • Fax: (509) 674-7419

AKEHURST PLAT PREPARED FOR
A PORTION OF THE NW 1/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., KITTTAS COUNTY

DATE 11/2021
JOB NO. 21114
D.L.P./J.S.W.
SCALE 1" = 200'
D.L.P.
SHEET 1 OF 2

LP-08-00033
LPF-21-00009

AKEHURST PLAT
A PORTION OF THE NW 1/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M.,
KITITITAS COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DONALD R. AKEHURST AND BARBARA J. AKEHURST, HUSBAND AND WIFE, HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREBY DESCRIBED.

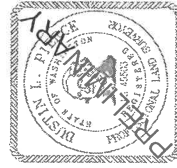
IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS _____ DAY OF _____ A.D., 20____.

DONALD R. AKEHURST
BARBARA J. AKEHURST

ACKNOWLEDGEMENT
STATE OF WASHINGTON)
COUNTY OF _____) S.S.

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____
TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT _____ SIGNED THE SAME AS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES _____



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ WA.
IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF _____
SURVEYOR'S NAME
DUSTIN L. PIERCE
GERALD V. PETERSON
County Auditor
Deputy County Auditor

Encompass
ENGINEERING & SURVEYING
Western Washington Division
165 NE Juniper Street, Ste. 201 • Issaquah, WA 98027 • Ph: (425) 192-0250 • Fax: (425) 391-1055
Eastern Washington Division
407 Stillwater Blvd. • Cle Elum, WA 98922 • Ph: (509) 674-7131 • Fax: (509) 674-7119

AKEHURST PLAT
FOR
RECORD

A PORTION OF THE NW 1/4 OF SECTION 20,
TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M.,
KITITITAS COUNTY

DWN BY
D.L.P./G.W.

DATE
11/2021

SCALE
N/A

JOB NO.
21114

SHEET
2 OF 2

ADJACENT OWNERS

- 284334
SIZ LLC
1921 E SR 106
UNION, WA 98892
- 12003
WINDER GARY A
2813 BRICK MILL ROAD
ELLENSBURG, WA 98926
- 813236
SANDER, ROBERT E ETUX
PO BOX 1696
ELLENSBURG, WA 98926
- 19365
ARNOTT, RUSSELL H &
BOBBY, ROBERT ETUX
PO BOX 1696
ELLENSBURG, WA 98926
- 952442
RUSSELL H
PO BOX 1696
ELLENSBURG, WA 98926
- 15932
CALLAWAY, BARRY E ETUX
PO BOX 805
ELLENSBURG, WA 98926
- 15931
CHARLES R ETUX
PO BOX 1696
ELLENSBURG, WA 98926

LEGAL DESCRIPTION PER CHICAGO TITLE INSURANCE COMPANY - POLICY NO. 72156-4760038:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., KITITITAS COUNTY, STATE OF WASHINGTON WHICH IS DESCRIBED AS FOLLOWS:

LOTS "A" & "B" & "C" OF THAT CERTAIN SURVEY RECORDED IN BOOK 23 OF SURVEYS PAGES 237 AND 238, UNDER AUDITORS FILE NO. 19811180031, RECORDS OF KITITITAS COUNTY, STATE OF WASHINGTON;

EXCEPT
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., KITITITAS COUNTY, STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" OF THAT CERTAIN SURVEY RECORDED IN BOOK 23 OF SURVEYS, PAGES 237 AND 238, UNDER AUDITORS FILE NO. 19811180031, RECORDS OF SAID COUNTY, AND SOUTHWEST CORNER BEING THE TRUE POINT OF BEGINNING OF SAID SURVEY, THENCE NORTH 87°30'36" EAST 155.57 FEET MORE OR LESS, TO THE EAST BOUNDARY OF SAID NORTH 01°20'17" WEST, 823.0 FEET, THENCE NORTH 87°30'36" EAST 155.57 FEET MORE OR LESS, TO THE EAST BOUNDARY OF SAID NORTHWEST QUARTER, THENCE SOUTH 07°46'11" EAST, ALONG SAID EAST BOUNDARY, 184.05 FEET THENCE SOUTH 89°50'36" WEST 184.05 FEET, THENCE SOUTH 07°20'17" EAST 641.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF SAID LINE.

PLAT NOTES:

- 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.
- PER RCW 71.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITITITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
- ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE THE KITITITAS COUNTY ROAD STANDARDS.
- 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.
- MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
- ENTIRE PRIVATE ROAD SHALL ACHIEVE 95% COMPACTION AND SHALL BE INSPECTED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF WASHINGTON SPECIFYING THAT THE ROAD MEETS CURRENT KITITITAS COUNTY ROAD STANDARDS 30900 EDITION, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THIS PLAT.
- KITITITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNTIL SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS. THIS REQUIREMENT WILL INCLUDE THE HARD SURFACE PAVING OF ANY STREET OR ROAD SURFACED ORIGINALLY WITH GRAVEL.
- 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 GROUNDWATER WILL BE EXEMPT FROM RCW 90.44.060 FOR THIS PLAT OR ANY PORTION THEREOF WILL NOT BE SUBJECT TO CURTAILMENT BY THE DEPARTMENT OF ECOLOGY OR A COURT OF LAW.
- METERING WILL BE REQUIRED ON ALL NEW RESIDENTIAL WELL CONNECTIONS AND METERING RESULTS SHALL BE RECORDED IN A MANNER CONSISTENT WITH KITITITAS COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY REQUIREMENTS.
- THE SUBJECT PROPERTIES WILL ONLY HAVE STOCK-BUILT HOMES, AND FENCES ALONG THE PERIMETER OF THE PROPERTY WILL BE OF SAME DESIGN AND CHARACTER. THERE WILL BE NO MODULAR OR TRAILER HOMES ALLOWED WITHIN THE DEVELOPMENT.
- THE SUBJECT PROPERTY IS WITHIN OR NEAR LANDS USED FOR AGRICULTURE ON WHICH A VARIETY OF COMMERCIAL ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR PERIODS OF VARYING DURATIONS (RCW 38.70.096(1)) COMMERCIAL, NATURAL, RESOURCE ACTIVITIES PERFORMED IN ACCORDANCE WITH COUNTY, STATE, AND FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC NUISANCES (RCW 7.78.351).

KRD NOTES:

- ACCORDING TO KITITITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT 1 HAS 2 IRRIGABLE ACRES, LOT 2 HAS 2 IRRIGABLE ACRES, LOT 3 HAS 2 IRRIGABLE ACRES, LOT 4 HAS 1 IRRIGABLE ACRE, LOT 5 HAS 1 IRRIGABLE ACRE, LOT 6 HAS 2 IRRIGABLE ACRES, LOT 7 HAS 2 IRRIGABLE ACRES, LOT 8 HAS 2 IRRIGABLE ACRES, LOT 9 HAS 2 IRRIGABLE ACRES, LOT 10 HAS 2 IRRIGABLE ACRES, LOT 11 HAS 2 IRRIGABLE ACRES, LOT 12 HAS 2 IRRIGABLE ACRES, LOT 13 HAS 2 IRRIGABLE ACRES, LOT 14 HAS 2 IRRIGABLE ACRES, LOT 15 HAS 2 IRRIGABLE ACRES, LOT 16 HAS 2 IRRIGABLE ACRES, LOT 17 HAS 2 IRRIGABLE ACRES, LOT 18 HAS 2 IRRIGABLE ACRES, LOT 19 HAS 2 IRRIGABLE ACRES, LOT 20 HAS 2 IRRIGABLE ACRES.
- FULL PAYMENT OF ANNUAL KRD ASSESSMENT IS REQUIRED REGARDLESS OF THE USE OR NON-USE OF WATER BY THE OWNER.
- THE LANDOWNERS MUST PROVIDE FOR THE APPOINTMENT OF ONE WATER MASTER FOR EACH TURNOUT, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THE WATER DELIVERY SYSTEM. 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.
- KRD OPERATIONS AND MAINTENANCE HOMES ARE FOR DISTRICT USE ONLY. RESIDENTIAL AND RECREATIONAL USE IS PROHIBITED.
- KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE HIGHEST FEASIBLE POINT IN EACH 160 ACRE UNIT OR DESIGNATED TURNOUT. KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.

PROPERTY OWNER:
DONALD R. AKEHURST & BARBARA J. AKEHURST,
HUSBAND AND WIFE
2151 BRICK MILL ROAD
ELLENSBURG, WA 98926-7219

PROPERTY INFORMATION:
PARCEL NO.: 784334, 656496 AND 656495
MAP NO.: 16-19-20020-0006, 16-19-20054-0001 AND 16-19-20054-0003
12 LOTS
SOURCE: INDIVIDUAL WELLS
WATER RIGHTS: NONE
SEWER SOURCE: SEWER TREATMENT PLANT # 6 GRAINFIELD
ZONE: A AGRICULTURE 20 (AG-20)

APPROVALS

KITITITAS COUNTY PUBLIC WORKS
KITITITAS COUNTY DEPARTMENT OF PUBLIC WORKS EXAMINED AND APPROVED THIS _____ DAY OF _____ A.D., 20____.

KITITITAS COUNTY ENGINEER
COMMUNITY DEVELOPMENT SERVICES
I HEREBY CERTIFY THAT THE "AKEHURST PLAT" HAS BEEN EXAMINED BY ME AND FOUND THAT IT CONFORMS TO THE REQUIREMENTS OF THE PLAT OF THE KITITITAS COUNTY PLANNING COMMISSION.

DATED THIS _____ DAY OF _____ A.D., 20____
KITITITAS COUNTY PLANNING OFFICIAL

KITITITAS COUNTY HEALTH DEPARTMENT
I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND CONFORMS WITH CURRENT KITITITAS COUNTY CODE CHAPTER 13.

DATED THIS _____ DAY OF _____ A.D., 20____
KITITITAS 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 ACCORDANCE WITH CURRENT KITITITAS COUNTY CODE CHAPTER 13.
PARCEL NO.: 784334, 656496 AND 656495

DATED THIS _____ DAY OF _____ A.D., 20____
KITITITAS COUNTY TREASURER

CERTIFICATE OF COUNTY ASSESSOR
I HEREBY CERTIFY THAT THE "AKEHURST PLAT" HAS BEEN EXAMINED BY ME AND FOUND THAT THE PROPERTY TO BE IN AN ACCEPTABLE CONDITION.
PARCEL NO.: 784334, 656496 AND 656495

DATED THIS _____ DAY OF _____ A.D., 20____
KITITITAS COUNTY ASSESSOR

KITITITAS COUNTY BOARD OF COMMISSIONERS
EXAMINED AND APPROVED THIS _____ DAY OF _____ A.D., 20____.

BOARD OF COUNTY COMMISSIONERS
KITITITAS COUNTY, WASHINGTON
BY: _____ CHAIRMAN
ATTEST: _____ CLERK OF THE BOARD

NOTICE: THE APPROVAL OF THIS PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.