## Description of Easement Provided by Lunds to the Original Purchasers of the Property



In 1971 Lee Lund, the patriarch of the Lund family, sold land that the family owned on the south side of the KRD Canal.

Included in those sales documents was specific language that shows their knowledge that the land, now Big Creek Trails, would be subdivided in the future and in fact they agreed to participate in the subdivision of the land by signing, if required, all of the appropriate documents as required by the county for development of the property and further agreed to dedicate the road easement.

The language in the documents are specific.

Document 1 is the originally filed Real estate contract including exhibit A as filed with the county.

Document 2 is Page 1 of the original filed real estate contract with the section regarding subdivision highlighted in yellow.

Document 3 is that section retyped in a PDF format that is easier to read.

Document 4 is the front page of the original exhibit A with the section that relates to our easement highlighted.

Document 5 is that section retyped in a PDF format that is easier to read.

Document 6 is the easement document entered into by both the Lunds and Ranch Properties as filed with the county.

Document 7 is the original document with the section that relates to our easement highlighted.

Document 8 is that section retyped in a PDF format that is easier to read.

Document 9 is the section of the original Real Estate contract where the Lunds agreed to participate in the platting of the property and dedicating roads.

Document 10 is the section of the original Real Estate contract (Hightlighted) where the Lunds agreed to participate in the platting of the property and dedicating roads.

Document 11 are deeds from Lee Lund to Brian Ritter and others that clearly shows they were given the property subject to the existing easements.

Printer A-mild MID-tr

### 372652 REAL ESTATE CONTRACT

THIS CONTRACT, made and extend into this

ith day of December

1971

LEE L. LUND and JANE E. LUND, husband and wife

broken and the "rele," and THE TRANS-WEST COMPANY, a Washington corporation

handenfter called the "junctioner,"

WITNESSETE: That the soller agrees to sell to the purchaser and the purchaser agrees to purchase from the sollering described and estate, with the appartmentors, in Kittitas County, State of Washington:

All parcels of real property and easements legally described on the attached Schedule "A" herein incorporated by this reference and made a part of this agreement.

Date OFF. 30.1971 1.2: C.7P. M

By ACT

Marion Derier, Kinas County Audia

Nine Hundred and No/100 (\$900.00) Dollars, or more at purchaser's option, on or before the 19th day of January , 1972 and Nine Hundred and No/100 (\$900.00) Dollars or more at purchaser's option on or before the 29th day of each succeeding calendar month for 35 months thereafter, (so that the first 36 payments shall be at the rate of \$900.00 per month, or more at purchaser's option). Thereafter, the sum of Seven Hundred Fifty and No/100 (\$750.00) Dollars or more at purchaser's option shall be paid on the same day of each succeeding calendar month until the balance of said purchase price shall have been paid in full. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ---7---per cent per annum from the 29th day of December ,1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Subject also to further terms agreed upon and set forth in separate instrument executed contemporaneously with this real estate contract.

In the event purchaser, its successors or assigns, shall desire to plat or otherwise divide these premises into parcels, seller, his heirs, successors or assigns, agree to join in the execution of each such plat, to join in the execution and submission of any appropriate zoning applications, to execute all other necessary documents and to join in all dedications for roads or other purposes, necessary or appropriate to the accomplishment and filing of each such plat or division, any empense thereof to be borne by the purchaser.

Upon request of purchaser, its successors or assigns, seller, his heirs, successors or assigns, agree to execute and deliver warranty deeds in partial fulfillment of this contract for any portion or portions of the premises, upon payment to seller of the sum of \$500.00 per acre for each acre released lying North of the B.P.A. Line Northerly boundary and \$250.00 per acre for each

acre released lying South of the Northerly boundary of the B.P.A. Line, plus insurable value of buildings thereon, if any. Such sums shall be in cash and in addition to the monthly payments called for herein, and shall apply to the reduction of the outstanding principal balance. Provided, however, that such interim deeds shall not be conveyed so as to deny access to the remaining land and shall be for not less than five acres. No deed releases shall be granted until seller has received the first twelve monthly payments provided for herein.

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to chem ed Meda All payments to be much he er at such other pince so the safer may don't be writing. 1971 As referred to in this contrast, "date of chaley" shall be.

(1) The purchaser assessment and agrees to pay before definquency all taxes and assessments that may as between graster and granter becomes a lieu on said real extate; and if by the terms of this contract the purchaser has assessed payment of any morteaux, cantenut or other enquantenues, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lieu on said real extate, the purchaser agrees to pay the same before definquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the leadings now and hereafter placed on said real extate insured to the actual cash value thereof agricus loss or change by both fire and wachtered in a company acceptable to the refer and for the seller, herefit, as his laterest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full impection of said real exists has been made and that neither the seller nor his sazine shall be bold to say covernant respecting the coordition of any improvements thereon nor shall the purchaser or seller or the sazine of rither be held to say covernant or agreement for alterations, improvements or repairs unless the covernant or agreement relied on is contained herein or is in writing and attached to said made a part of this contract.

(4) The purchaser assumes all hazards of damage to se destruction of any improvements now as asid sent exists or bereafter placed thereos, and of the taking of usid real exists or say part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case may part of said real exists is taken for public use, the portion of the condensation award remaining after payments of successful procuring the same shall be point to the seller and applied as payment on the purchase price herein values the seller shall be seller shall be the rebuilding or restoration of any improvements demand by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable express of procuring the same shall be therefore the restoration or rebuilding of such improvements within a promountable time, unless parchaser elects that said procurings shall be paid to the seller for application on the purchaser price herein.

[33] The office has delivered on a procurate of afforts within 14 days of the date of shall be restorated within 18 of 18th immunes by

(3) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaner's policy of title insurance in standard forms, or a commutament therefore, insured by Transmoorken Title innovances Company, insuring the parchaner to the full amount of said purchane prior against here or damage by reason of defect in soller's title to mid real estate as of the date of closing and containing no exceptions other than the following:

b. Printed general compitions appearing in mid policy form;
b. Linus or correspondences which by the terms of this contract the purchaser is to assume to be unab subject; and a, es as to which the conveys

hery emitting contract or contracts under which miler in purchasing said real estate, and any mortespe utilist by this contract agrees to pay, more of which for the purpose of this paragraph (5) shall be deertgags or other obligation, which he downed defects in seller's title.

50 Š (6) If sulpr's title to said real estate is subject to an ordering contract or contracts under which after is parchasing soid real extate, or any marteness ar other obligation, which after is to pay, seller agrees to tende such payments in accordance with the terms thereof, and upon definal, the purchaser shall have the right to make any payments accordance to the payments and any payments so made shall be applied to the payments next falling due the after under this contract.
(7) The miles agrees, upon remiving full payment of the purchase price and interest in the messar above specified, to exceed:

diver to purchase a statutory warranty deed to mid real estate, excepting any part thereof hospiter taken for public use, free of encumbrances except my that may attach after date of closing through my person other than the miles, and subject to the inflowing:

Encumbrances specifically described on the attached Schedule "A".

(6) Union a different data is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to extan parameter on the product of the purchaser covenants to keep the buildings and other improvements on said and estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for my illegal purpose. The purchaser covenants to pay all service, installation or construction charges for unter, sever, electricity, garbage or other utility services formished to said real estate after the date purchaser is emitted to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect each insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on miler's demand, all without prejudice to any other right the seller might have by muon of such default.

sight have by misson of such default.

[10] There is of the exercise of this contract, and it is agreed that in case the purchaser shall full to comply with or perform any sendation or agreement hermal or to make any payment required becoming any in the time and in the manner herein required, the effort may elect be declare all the purchaser's richts hermander terminated, and upon his doing so, all payments made by the purchaser executed: and all improvements placed upon the real estate shall be forfested to be selfer as biquidated damares, and the purchaser executed are all the possessions of the real estate; and no waiver by the selfer as biquidated damares, and the part of the purchaser shall no executed as a waiver of any subsequent default.

Sorvice upon purchaser of all demands, notices or other papers with respect to forfesture and termination of purchaser's rights may be used States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the selfer.

tine by Usukal States Mail, postage pre-paid, return receipt requested, directed to the parchaser at his address last known to the seller.

(11) Upon sulfer's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required forwarder, the parchaser across to pay a transcable sum as attorney's fees and all costs and expenses in connection with such suit, which if the enforce shall be included in any judgment or decree entered in such suit.

If the enforce shall bring suit to pressure are adjudication of the termination of the parchaser's rights bereunder, and judgment is emissed, the parchaser agrees to pay a reasonable sums as attorney's fees and all costs and expenses in connection with such sais, and also the remainable can of enarching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such sais.

The parties withouther the heart mass stated	man hastrament in al the date first written above.
THE TRANS-WEST COMPANY	Trait thereof
By Whish	· Sie Es Do
8.1012	A SAME
By Therack to temp	(531)

STATE OF WASHINGTON, County of Kittitas

On this day personally appeared before me Lee L. Lund and Jane E. Lund

to me known to be the individual <sup>9</sup> described in and who executed the within and foregoing instrument, and action ledged that they signed the same as their free and voluntary act and deed, her the mes and garpenes therein mentioned.

CHVEN under my hand and official sent this 22nd - the pol

Septe=ber , 1971 Notary Public in and for the State of Washington, Cle slum, an. esiding at



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TRANSAMERICA TITLE INSURANCE COMPANY

PARTICIPATE TO PERSONAL

Filed for Record at Request of

The Trans-West Company

955 Tacoma Avenue South Address

City and Sunt Tacoma, Wash. 98402 Sand that statements to: The Trans-West Company

965 Tacoma Avenue South Taccina, Wash. 98402

THUS SPACE DESERVED FOR DECORDER'S USE.

	XCISE TAX F	AJI
	1050	~
Date In	7-,30.71	_
Affidav	It No. 749	2
BET	TE J. SPENC	Æ
NUTTITAS	COUNTY THEAS	URE
By 2/	* A tese	46

OFFICIAL RECORDS

### PROPERTY DESCRIPTION

The South half of the Southeast quarter, the Northwest quarter of the Southeast quarter, and the West half of the Northeast quarter of the Southeast quarter of Section 29; and the North half of the Northeast quarter, and the Southeast quarter of the Northeast quarter of Section 32;

ALL in Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

TOGETHER WITH a 60 foot wide easement, for ingress and egress, over and across the South half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 28, and the East half of the Northeast quarter of the Southeast quarter of Section 29, all in Township 20 North, Range 14 East, W. M., Kittitas County, Washington. The centerline of said easement to follow the conterline of the existing road from the County road, Southwesterly to the point of intersection of the centerlines of the road and the Kittitas County Reclamation District main canal; thence continuing Southwesterly along the centerline of the existing read to a point approximately 300 feet; thence Northwesterly to a point which is 330 feet South and 300 feet East of the West quarter corner of said Section 28; thence West parallel to the North line of the Southwest quarter of said Section 28 to a point on the West line of said Section 28 which is 330 feet South of the West quarter corner of said Section 28; thence continuing West parallel to the North line of the Southeast quarter of said Section 29 to a point on the West line of the East half of the Northeast quarter of the Southeast quarter of said Section 29 which is 330 feet South of the Northwest corner of said parcel. Said easement to be divisible, perpetual, assignable and appurtenant to the real property being conveyed by this contract.

SUBJECT TO reservation of an easement by the seller for the use of an existing spring located in the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of said Section 32 and further subject to a 20 foot easement 10 feet on either side of an existing water pipeline extending from said spring Northeasterly to a point on the North line of the Southeast quarter of the Southeast quarter of said Section 29, said point being not more than 300 feet West of the Northeast corner of said Southeast quarter. Reservation includes the right to construct a 5,000 gallon reservoir at the spring and to make such repairs and improvements as may be necessary from time to time to maintain the spring and pipeline in good order. The rights reserved by this easement are limited to domestic use only, and further extension of water system will be subject to prior written consent of The Trans-West Company, its successors or assigns.

FURTHER SUBJECT TO perpetual easement and right-of-way, including terms and conditions thereof, over and across the Northwest quarter of the Southeast quarter and the South half of the Southeast quarter of said Section 29 and the Northwest quarter of the Northeast quarter and the East half of the Northeast quarter of said Section 32, granted to the United States of America in documents as follows:

b. Easement dated 28 July 1941 as recorded 26 September 1941 in Volume 64 of Deeds at page 178.

c. Easement dated 24 August 1942 as recorded 27 August 1942 in Volume 65 of Deeds at page 311.

d. Easement dated 23 September 1942 as recorded 17 October 1942 in Volume 65 of Deeds at page 408.

e. Easement dated I May 1952 as recorded 10 July 1952 in Volume 89 of Deeds at page 585.

f. Easement dated 21 May 1965 as recorded 2 June 1965 in Volume 118 of Deeds at page 735.

FURTHER SUBJECT TO easements for right to divert water from Big Creek in the South half of the Southeast quarter, and the Northwest of the Southeast quarter, and the West half of the Northeast quarter of the Southeast quarter of said Section 29 as listed in the following documents:

a. Certificate of Change in Point of Diversion of Water dated 27 October 1926 as recorded in Volume 45 of Deeds at page 20.

b. Certificate of Change in Point of Diversion of Water dated 5 June 1925 as recorded in Volume 4, Book of Water Rights, at page 226.

c. Certificate of Change of Point of Diversion of Water dated 10 October 1934 as recorded in Volume 4, Book of Water Rights, at page 393,

d. Certificate of Water Right dated 15 July 1925 as recorded in Volume 4, Book of Water Rights, at page 515.

e. Certificate of Change of Point of Diversion of Water dated 17 May 1965 as recorded in Volume 5. Book of Water Rights, at page 30.

Certificate of Change of Point of Diversion of Water dated 17 May 1965
 recorded in Volume 5, Book of Water Rights, at page 31.

FURTHER SUBJECT TO IRRIGATION EASEMENTS OVER and across the South half of the Southeast quarter and the Northwest of the Southeast quarter and the West half of the Northeast quarter of the Southeast quarter of said Section 29 as listed in the following documents:

a. Easement dated 16 March 1888 as recorded in Book "A" of Water Rights at page 161.

b. Easement decreed in Court Judgment entered 10 November 1914 in Cavil Cause No. 5050.

c. Easement decreed in Court Judgment entered 25 May 1921 in Civil Cause No. 6160.

d. Easement dated 20 August 1926 as recorded in Volume 52 of Deeds at page 185.

e. Easement dated 7 January 1936 as recorded in Volume 56 of Deeds at page 503.

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FURTHER SUBJECT TO apparent and existing irrigation ditch easements and rights of way, and the access rights of the ditch users to repair, maintain and use the ditches. ALSO, easement for use of land within a 100 foot radius north and west of existing main diversion dam on Big Creek for purpose of repair and maintenance of the dam.

FURTHER SUBJECT TO non-exclusive right of seller to use existing roads for access to the West Half of Section 29, in Township 20 Worth, Range 14 EWM for livestock grazing purposes.

PASE 1 23

10, 20 Jo

DIFIGUAL - 10 - 17

29,32-20

372652

## **REAL ESTATE CONTRACT**

THIS CONTRACT, und and extend into the

6th day of December

1971

LEE L. LUND and JANE E. LUND, husband and wife

between the "sile," and THE TRANS-WEST COMPANY, a Washington corporation

handsofter called the "murcheser,"

4

WINESSETE: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the miller the following described seal enters, with the apparaments, in Kittita's County, State of Westington:

All parcels of real property and easements legally described on the attached Schedule "A" herein incorporated by this reference and made a part of this agreement.

Pried for Record 1.2: c gp. M.

By KCTC

Marton Darter, Kritas County Audia

The terms and conflictes of this contract are as follows: The purchase price is One Hundred Five Thousand and No/100-----(\$-105,000.00\_).Delium, of which contract Thousand and No/100------(\$-15,000.00\_).Delium have been guid, the county whereaf is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Mine Hundred and No/100 (\$900.00) Dollars, or more at purchaser's option, on or before the goth day of January \_, 1972 and Nine Hundred and No/100 (\$900.00) Dollars or more at purchaser's option on or before the 29th day of each succeeding calendar month for 35 months thereafter, (so that the first 36 payments shall be at the rate of \$900.00 per month, or more at purchaser's option). Thereafter, the sum of Seven Hundred Fifty and No/100 (\$750.00) Dollars or more at purchaser's option shall be paid on the same day of each succeeding calendar month until the balance of said purchase price shall have been paid in full. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ---7---per cent per annum from the 29th day of December ,1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Subject also to further terms agreed upon and set forth in separate instrument executed contemporaneously with this real estate contract.

In the event purchaser, its successors or assigns, shall desire to plat or otherwise divide these premises into parcels, seller, his heirs, successors or assigns, agree to join in the execution of each such plat, to join in the execution and submission of any appropriate zoning applications, to execute all other necessary documents and to join in all dedications for roads or other purposes, necessary or appropriate to the accomplishment and filing of each such plat or division, any empense thereof to be borne by the purchaser.

Upon request of purchaser, its successors or assigns, seller, his heirs, successors or assigns, agree to execute and deliver warranty deeds in partial fulfillment of this contract for any portion or portions of the premises, upon payment to seller of the sum of \$500.00 per acre for each acre released lying North of the B. P. A. Line Northerly boundary and \$250.00 per acre for each

acre released lying South of the Northerly boundary of the B. P. A. Line, plus insurable value of buildings thereon, if any. Such sums shall be in cash and in addition to the monthly payments called for herein, and shall apply to the reduction of the outstanding principal balance. Provided, however, that such interim deeds shall not be conveyed so as to deny access to the remaining land and shall be for not less than five acres. No deed releases shall be granted until seller has received the first twelve monthly payments provided for herein.

Official actions:

VOL. 27 118

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# A PORTION OF KITTITAS COUNTY DOCUMENT NUMBER 372652 BOOK NUMBER 27 PAGE 118 PARAGRAPH 4

Subject also to further terms agreed upon and set forth in separate instrument executed contemporaneously with this real estate contract. In the event purchaser, its successors or assigns, shall desire to plat or otherwise divide these premises Into parcels, seller, his heirs, successors or assigns agree to join in the execution of each such plat, to join in the execution and submission of any appropriate zoning applications, to execute all other necessary documents and to join in all dedications for roads or other purposes, necessary or appropriate to the accomplishment and filing of each such plat or division, any expense thereof to be borne by the purchaser.

#### SCHEDULE "A"

### PROPERTY DESCRIPTION

The South half of the Southeast quarter, the Northwest quarter of the Southeast quarter, and the West half of the Northeast quarter of the Southeast quarter of Section 29; and the North half of the Northeast quarter, and the Southeast quarter of the Northeast quarter of Section 32;

ALL in Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

TOGETHER WITH a 60 foot wide easement, for ingress and egress, over and across the South half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 28, and the East half of the Northeast quarter of the Southeast quarter of Section 29, all in Township 20 North, Range 14 East, W.M., Kittitas County, Washington. The centerline of said easement to follow the centerline of the existing road from the County road, Southwesterly to the point of intersection of the centerlines of the road and the Kittitas County Reclamation District main canal; thence continuing Southwesterly along the centerline of the existing road to a point approximately 300 feet; thence Northwesterly to a point which is 330 feet South and 300 feet East of the West quarter corner of said Section 28; thence West parallel to the North line of the Southwest quarter of said Section 28 to a point on the West line of said Section 28 which is 330 feet South of the West quarter corner of said Section 28; thence continuing West parallel to the North line of the Southeast quarter of said Section 29 to a point on the West line of the East half of the Northeast quarter of the Southeast quarter of said Section 29 which is 330 feet South of the Northwest corner of said parcel. Said easement to be divisible, perpetual, assignable and appurtenant to the real property being conveyed by this contract.

SUBJECT TO reservation of an easement by the seller for the use of an existing spring located in the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of said Section 32 and further subject to a 20 foot easement 10 feet on either side of an existing water pipeline extending from said spring Northeasterly to a point on the North line of the Southeast quarter of the Southeast quarter of said Section 29, said point being not more than 300 feet West of the Northeast corner of said Southeast quarter. Reservation includes the right to construct a 5,000 gallon reservoir at the spring and to make such repairs and improvements as may be necessary from time to time to maintain the spring and pipeline in good order. The rights reserved by this easement are limited to domestic use only, and further extension of water system will be subject to prior written consent of The Trans-West Company, its successors or assigns.

FURTHER SUBJECT TO perpetual easement and right-of-way, including terms and conditions thereof, over and across the Northwest quarter of the Southeast quarter and the South half of the Southeast quarter of said Section 29 and the Northwest quarter of the Northeast quarter and the East half of the Northeast quarter of said Section 32, granted to the United States of America in documents as follows:

# A PORTION OF KITTIES COUNTY DOUCMENT 372652

# EXHIBIT A

TOGETHER WITH a 60 foot wide easement, for ingress and egress, over and across the South half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 28, and the East half of the Northeast quarter of the Southeast quarter of Section 29, all in Township 20 North, Range 14 East, W. M., Kittitas County, Washington. The centerline of said easement to follow the centerline of the existing road from the County road, Southwesterly to the point of Intersection of the centerlines of the road and the Kittitas County Reclamation District main canal; thence continuing Southwesterly along the centerline of the existing road to a point approximately 300 feet; thence North westerly to a point which Is 330 feet South and 300 feet East of the West quarter corner of said Section 28; thence West parallel to the North line of the Southwest quarter of said Section 28 to a point on the West line of said Section 28 which is 330 feet South of the West quarter corner of said Section 28; thence continuing West parallel to the North line of the Southeast quarter of said Section 29 to a point on the West line of the East half of the Northeast quarter of the Southeast quarter of said Section 29 which is 330 feet South of the Northwest corner of said parcel. Said easement to be divisible, perpetual, assignable and appurtenant to the real property being conveyed by this contract.



Survey recorded June 15, 1988 in Book 15 of Surveys page 159, Kittitas County Auditor's File No. 513096.

THIS DEED IS GIVEN IN FULFILLMENT OF REAL ESTATE CONTRACT BETWEEN THE PARTIES DATED FURE \_\_9 , 1990.

Dated this 9

day of June lale, 1990.

LEE L. LIND

JANE E. LUND

STATE OF WASHINGTON

County of Kittitas

SŞ.

I certify that I know or have satisfactory evidence that LEE L. LUND and JANE E. LUND are the persons, who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it as their free and voluntary act for such uses and purposes mentioned in the instrument.

DATED this granged day of Func

Juno July, 1990

(Notary Seal)

Notary Public in and for the State of Washington. Commission Expires: 1917-90









