

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“this Agreement”) is entered into by and between, Kittitas County, a political subdivision of the State of Washington and Craig and Nancy Schnebly, a married couple, as of 2/24, 2016 (“the Effective Date”).

Factual Background

- A. Craig and Nancy Schnebly (hereinafter “Seller”) own surface water rights with a priority date of June 30, 1886 to Coleman Creek in Kittitas County, filed in the Yakima Superior Court *Ecology v. Acquavella* adjudication as Court Claim No. 02064 (hereinafter “1886 Water Right”), which are more fully described in **Exhibit A**, attached hereto and incorporated herein. The 1886 Water Right has been confirmed in two parts, with a Conditional Final Orders dated December 4, 2006, for the diversion of .34 cubic-feet per second (“cfs”), 127.53 acre-feet per year (“AF/year”) for the irrigation of 32.7 acres between March 15 and October 31; and for the diversion of 1.15 cfs, 447 AF/year for the irrigation of 114.6 acres between March 15 and October 31.
- B. Seller also owns surface water rights with a priority date of April 7, 1871, filed in the Yakima Superior Court *Ecology v. Acquavella* adjudication as Court Claim No. 01049 and Court Claim No. 02064 (hereinafter “1871 Water Right”), which are more fully described in **Exhibit B**, attached hereto and incorporated herein. The 1871 Water Right has been confirmed in two parts, with a Conditional Final Order dated December 4, 2006. Court Claim No. 01049 authorizes diversion of .592 cfs, 230.841 AF/year, for irrigation of 59.19 acres between April 1 and October 15. Court Claim No. 02064 authorizes diversion of .40 cfs, 136.5 AF/year, for the irrigation of 35 acres as approved by Ecology in Water Right Change Application No. CS4-02064CTCL.
- C. Kittitas County (hereinafter “Buyer”) is interested in purchasing the 1886 Water Right and a portion of the 1871 Water Right. Buyer will transfer the 1886 and the acquired portion of the 1871 Water Right to the Washington State Trust Water Rights Program pursuant to Chapters 90.42 and 90.38 RCW as mitigation for existing and/or future groundwater withdrawals in Kittitas County.
- D. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the irrigation portion of the 1886 Water Right and all of the irrigation portion of the 1871 Water Right less twenty acre feet of consumptive use of the 1871 Water Right and an additional portion of the 1871 Water Right needed to enable Seller to irrigate 23.05 acres under the 1871 Water Right (hereinafter “the County’s portion of the 1871 Water Right”). Seller will retain the stock water portion of both the 1886 Water Right and the 1871 Water Right.

Agreement

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kittitas County and Craig and Nancy Schnebly agree as follows:

1. Purchase Price for Water Right Claim. The purchase price for the 1886 Water Right and the County's portion of the 1871 Water Right is Four Thousand Six Hundred Thirty-Two Dollars and Forty-Five Cents (\$4,632.45) per acre-foot of consumptive water use approved by the Washington Department of Ecology (hereinafter "Ecology") for transfer to the Trust Water Right Program for mitigation of groundwater use in Kittitas County, less the Earnest Money Deposit then held by the Closing Agent and any interest earned thereon. Seller's obligation to sell and Buyer's obligation to purchase is contingent upon the provisions of the Agreement.

2. Earnest Money. Within five (5) business days following the mutual execution of this Agreement, the County will deposit with Amerititle, 101 West Fifth, Ellensburg, Washington 98926, ("Closing Agent"), a full executed copy of this Agreement and the sum of Ten Thousand Dollars (\$10,000.00) in immediately available funds (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held in an interest bearing money market-type account by the Closing Agent. Interest on the Earnest Money Deposit shall be for the benefit of whichever party is entitled to the Earnest Money Deposit at Closing or other termination of this Agreement. The Earnest Money Deposit shall be paid to Seller or refunded to Buyer as set forth in this Agreement.

3. Future Water Use by Seller. If Ecology approves the application to change the purpose of use of the 1886 Water Right and the County's portion of the 1871 Water Right to a Trust Water Right, Seller and their heirs, successors, and assigns agree not to divert, pump, store, or use the 1886 Water Right or that portion of the 1871 Water Right sold to Buyer. Seller will be authorized to divert, pump, store, or use only that portion of the 1871 Water Right as determined by Ecology to be necessary for Seller to retain 20 acre-feet of consumptive use for future home development, and an additional amount of consumptive use so that Seller can irrigate a total of 23.05 acres under the 1871 Water Right, and the stockwater associated with the 1886 Water Right and 1871 Water Right. Seller will also be allowed to divert, pump, store, or use that quantity of water leased from the Buyer pursuant to Paragraph 10 of this Agreement.

4. Land Following and Monitoring. Except in accordance with the retained water described in Paragraph 3 above and the Leaseback provisions in Paragraph 10 below, upon Closing, Seller agrees to no longer irrigate the Property described in **Exhibit C**, attached hereto and incorporated herein, and the Property described in Exhibit E, attached hereto and incorporated except for the 23.05 acres identified on **Exhibit D**. Buyer will monitor the Property described in Exhibit C and D on at least an annual basis to ensure compliance with this land following provision.

5. Water Right Change Application. Buyer will prepare and deliver to Seller one or more applications, in the form prescribed by Ecology, for the change of the 1886 Water Right and the County's portion of the 1871 Water Right purchased by Buyer to the Trust Water Right Program. Seller shall prepare the portion of the applications regarding the water retained by Seller in accordance with Paragraph 3 above. Once all applications (collectively, "the Change Application") are agreed to by Buyer and Seller, Buyer and Seller shall duly sign all counterparts of the Application. Buyer and Seller will cooperate in the process of filing the Change Application with Ecology. Buyer and Seller will share proportionately the processing costs associated with the Application or its approval by Ecology. Seller and Buyer will cooperate in all aspects of the application process and will allow Buyer to defend any objections. The parties understand that Ecology will issue the final decision on the Change Application. If the change decision issued by the Department of Ecology is appealed by a third party, Buyer has the right to terminate this Agreement.

6. Ecology Determination of Trust Water Right. Buyer will acquire and pay Seller for the quantity of the 1886 Water Right and the quantity of the County's portion of 1871 Water Right that Ecology determines to be valid and available for transfer to the Trust Water Rights Program, as stated by Ecology in its report of examination or other statement of factual findings (collectively, "the Report of Examination"). Buyer and Seller understand that: (i) the amount of the Trust Water Right will be based upon the actual historical use of water pursuant to the 1886 Water Right and the 1871 Water Right and calculation of consumptive water use, not calculation of the quantity of water diverted; (ii) in quantifying the Trust Water Right, various factors such as consumptive use, conveyance losses, and return flows are taken into account by Ecology, and (iii) the Trust Water Right may include a smaller area of use and a lesser quantity of water than is included in the Court Claims and other documents associated with the 1886 Water Right and the 1871 Water Right.

7. Ecology Review, Assumption of the Risk, and Hold Harmless. Seller recognizes that part of the water right change application process requires Ecology to make a tentative determination of the extent and validity of the 1886 Water Right and the 1871 Water Right. Seller also recognizes that Ecology, in processing the change of the 1886 Water Right and 1871 Water Right, follows certain statutes and administrative code provisions. Seller also recognizes that in applying the statutes and administrative code provisions, Ecology interprets the statutes and administrative code provisions in a manner that is beyond the control of Buyer and Seller and but subject to certain statutory and administrative appeal rights. Ecology's processing of the transfer request may result in all or part of the Water Rights being determined to be relinquished. Seller agrees to assume the risk of all or part of the Water Right being determined to be relinquished and agrees to hold Buyer harmless from any and all damages, loss of water or property rights, which may occur as result of the transfer process.

8. Contingencies.

8.1 Funding and Resolution Ratifying Agreement. This Agreement is contingent upon (i) the County's ability to obtain funding in order to pay and (ii) the Kittitas County Board of Commissioners passing a resolution in the ordinary course of its business ratifying this Agreement and appropriating sufficient funds for the purchase of the 1886 Water Right and the County's portion of the 1871 Water Right on or before December 30, 2016. In the event either of these contingencies are not satisfied or waived by December 30, 2016, then this Agreement shall terminate.

8.2 Ecology Approval. Prior to Closing, all of the following conditions will have occurred or been satisfied: (i) Ecology will have approved the Change Application as filed by Buyer or subject only to such variations from the Change Application as are acceptable to Buyer, (ii) the change contemplated by the Change Application will have been approved in writing by all applicable governmental and quasi-governmental authorities, (iii) all objection and appeal periods relating to the Change Application or any governmental or quasi-governmental decisions relating thereto will have expired, and (iv) any objections or appeals filed with respect to the Change Application or any governmental or quasi-governmental decisions relating thereto will have been resolved to Buyer's satisfaction.

8.3 Quantity of Water Approved by Ecology as Trust Water Right. Seller and Buyer estimate that Ecology's review of the water right for transfer into the Trust Water Program will be based on calculation of at least 2.76 AF/acre of consumptive use and will result in approximately 582.844 AF/year of consumptive use for transfer into the Trust Water Right Program for mitigation of groundwater use in Kittitas County.

8.3 No Material Changes. Between the Effective Date and the Closing Date, there will have been no material adverse change to the 1886 Water Right and 1871 Water Right, including, without limitation, the following: (i) adverse changes in legal or equitable title to the 1886 Water Right and 1871 Water Right, (ii) defaults, breaches, violations or actions filed or taken under any mortgages, deeds of trust, or any other document or agreement, and (iii) the creation or occurrence of additional, or any adverse change to, any legal restrictions or other circumstances.

8.4 Waiver of Contingencies. Buyer may waive, in whole or in part, any condition precedent to Buyer's performance under this Agreement. Seller may likewise waive, in whole or in part, any condition precedent to its performance under this Agreement. All contingencies or conditions precedent described in this Section 8 will be deemed waived once both Buyer and Seller have delivered all items that each is required to deliver for closing pursuant to this Agreement.

9. When and How Purchase Price Will Be Paid. At Closing (as defined below), the entire Purchase Price, subject to any credits, deductions, prorations or adjustments provided in this Agreement, will be paid to Seller in cash or equivalent cleared funds.

10. Leaseback Provisions. Upon Closing, Buyer agrees to lease to Seller and Seller agrees to lease from Buyer at least enough water sufficient to irrigate 85 acres each year (“Minimum Leaseback Water”) for ten (10) years from the date of Closing (hereinafter “the Leaseback Period”). Buyer and Seller agree that the annual lease price will be the per acre price established for water by the Kittitas Reclamation District for each year of the Lease (hereinafter “Leaseback Price”). Buyer may, in its sole discretion, lease more than the Minimum Leaseback Water to Seller each year during the Leaseback Period at that year’s Leaseback Price. Buyer and Seller agree to meet each year in February during the Leaseback Period to determine the total amount of water to be leased and the lease price. Seller understands and acknowledges that Buyer may also seek to lease the additional water above the Minimum Leaseback Water to other parties. Buyer agrees that Seller has the first option to lease additional water from the 1886 Water Right and 1871 Water Right if the Seller agrees to pay the lease price for such additional water secured by Buyer in a bona fide offer from any willing lessor, with fifteen (15) of notice of any such bona fide offer.

11. Right of First Refusal and First Option. Effective for 50 years upon Closing under this Agreement, Seller hereby grants Buyer the exclusive and irrevocable right of first refusal and first option to purchase the portion of the 1871 Water Right that Seller is retaining under this Agreement, which is twenty (20) acre feet of consumptive use of the 1871 Water Right and an additional portion of the 1871 Water Right needed to enable Seller to irrigate 23.05 acres under the 1871 Water Right (hereinafter “Seller’s Retained 1871 Water Right”). The parties may extend this 50-year period by mutual agreement.

11.1 Exercise of First Option. This right of first refusal or first option to purchase may only be exercised by Purchaser within thirty (30) days from notification by Seller that Seller desires to sell Seller’s Retained 1871 Water Right. Seller is obligated to provide such notice to Purchaser prior to offering Seller’s Retained 1871 Water Right to a third party.

11.2 Purchase Price for Seller’s Retained 1871 Water Right. In the event Seller elects to sell and Purchaser desires to exercise his first refusal rights granted under the terms of this agreement, the purchase price shall be negotiated by Buyer and Seller.

12. Seller’s Warranties and Representations. In addition to the warranties and representations contained elsewhere in this Agreement (and in any of the documents executed in connection with this Agreement) or implied by law, Seller makes the following warranties and representations, each of which: (i) is material and being relied upon by Buyer, (ii) is true in all respects as of the Effective Date, (iii) will be true in all respects at Closing, and (iv) will survive Closing. Seller will indemnify, protect, defend and hold Buyer (and Buyer’s agents, employees, officers, directors and members) harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, of any nature whatsoever, including, without limitation, attorneys’ fees, arising from or related to any untruth, inaccuracy or breach of any of Seller’s warranties or

representations, whether contained in this Section or elsewhere in this Agreement. All of Seller's representations and warranties contained in this Agreement will be true and correct as of the Closing Date.

13. Historic Water Use. To the best of Seller's knowledge, (i) water under the 1886 Water Right and the 1871 Water Right have consistently been put to beneficial use in accordance with terms specified in the water right documents for the 1886 Water Right and the 1871 Water Right, and protected from relinquishment during that same time periods, (ii) no period of five consecutive years of partial or total nonuse has occurred since 1967, and (iii) the 1886 Water Right and the 1871 Water Right have never been intentionally abandoned or voluntarily relinquished.

14. Title. At Closing, Seller will deliver to Buyer and its assigns good, marketable, and indefeasible fee simple title to the 1886 Water Right and the County's portion of the 1871 Water Rights, and the same will be free and clear of all liens, claims, encumbrances and defects of title, of any nature whatsoever except those to which Buyer has granted its written consent. To the best of Seller's knowledge, there are no leases, rental agreements, service contracts, option agreements, mortgages, deeds of trust, or other written or oral commitments, arrangements, agreements or obligations of any kind affecting the 1886 Water Right and the County's portion of the 1871 Water Right.

15. Closing.

15.1 Definitions.

15.1.1 Closing Agent. For purposes of this Agreement "closing agent" shall be Amerititle, 101 West Fifth, Ellensburg, Washington 98926, who is authorized to perform escrow services pursuant to the provisions of Chapter 18.44 of the Revised Code of Washington and is designated by the parties hereto to perform such services.

15.1.2 Date of Closing. For purposes of this Agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

15.1.3 Place and Time of Closing. The sale shall be closed in the offices of Closing Agent, within twenty-one (21) days after the satisfaction of Contingencies.

15.2 Obligations of Buyer and Seller at Closing. Buyer and Seller shall deposit with the Closing Agent at least three (3) days before the closing date all instruments, documents, and monies necessary to close the sale in accordance with this Agreement.

15.3 Payment of Costs.

15.3.1 Costs to be divided Equally. Escrow fees, if any, the closing fee charged by the closing agent and document preparation fees shall be divided equally between Buyer and Seller.

15.3.2 Costs to be paid by Seller. Seller shall pay all real estate excise taxes, attorney's fees incurred by Seller, if any, and other charges normally borne by a Seller.

15.3.3 Costs to be Paid by Buyer. Buyer shall pay Buyer's attorney fees, if any, and those costs or expenses normally allocated to a Buyer in a real estate transaction.

16. Execution of All Documents. Buyer and Seller, individually and severally, hereby acknowledge that the execution of all documents associated with this transaction will substantially affect their legal rights and that each has the opportunity to obtain and consult with independent legal counsel for the purposes of this transaction and matters relating thereto.

17. Advice of Counsel. The parties acknowledge they have had the opportunity to consult with their own legal counsel regarding this Agreement.

18. Attorneys' Fees. If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter or without resort to suit.

19. Governing Law and Venue. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington. Venue shall be in Kittitas County, Washington.

20. Notices. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the parties' addresses set forth above. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail.

21. Time of Performance. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

22. Section Headings. The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

23. Invalidity. In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

24. Legal Relationships. The parties to this Agreement execute the same solely as a Buyer and Seller. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement. Any married person executing this Agreement hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.

25. Assignment; Successors. Neither the Buyer nor Seller may sell, transfer, assign, pledge or encumber its interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. A purported sale, transfer, assignment, pledge or encumbrance without prior written consent of the other party shall be null and void and of no force or effect. Subject to the restrictions contained herein, the rights and obligations of the Buyer and Seller shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

26. Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.

27. Interpretation. This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or

interpretation of the terms hereof shall be applied against either party as the drafter hereof.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. Facsimile transmission of this Agreement and retransmission of any signed facsimile transmission shall be the same as delivery of an original.

29. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.

IN WITNESS WHEREOF the parties have signed and delivered this Agreement as of the day and year first above written.

SELLER:

BUYER:

CRAIG & NANCY SCHNEBLY

KITTITAS COUNTY


By: Craig Schnebly




By: Nancy Schnebly

By: Paul Jewell

Its: Vice-Chairman
Kittitas county, commissioners

Date: 2/24/16

Date: 2/24/2016

Seller's Address and Phone:

Buyer's Address and Phone:

2570 SCHNEBLY RD.
ELLENSBURG, WA. 98926
509-968-3726

205 west 5th Ave, Suite # 108
Ellensburg, WA 98926
509-962-7508

ACKNOWLEDGEMENTS

State of Washington
County of Kittitas

I certify that I know or have satisfactory evidence that Craig Schnebly, husband of Nancy Schnebly the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated: 2-24-16 Name: Robin S. Raap
NOTARY PUBLIC for the State of Washington
residing at Ellensburg, WA
My appointment expires: 1/15/17



State of Washington
County of Kittitas

I certify that I know or have satisfactory evidence that Nancy Schnebly, wife of Craig Schnebly the person who appeared before me, and said person 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: 2-24-16 Name: Robin S. Raap
NOTARY PUBLIC for the State of Washington
residing at Ellensburg, WA
My appointment expires: 1/15/17



State of Washington
County of Kittitas

I certify that I know or have satisfactory evidence that Commissioner Paul Jewell is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the State Director of the _____, a Washington ~~non-profit corporation~~, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated: 2-24-16 Name: Robin S. Raap
NOTARY PUBLIC for the State of Washington
residing at Ellensburg, WA
My appointment expires: 1/15/17



Exhibit A

CLAIMANT NAME: **Craig P. Schnebly
& Nancy L. Schnebly** COURT CLAIM NO. 02064

Certificate Number: S4-84433-J

Subbasin: 10 Kittitas

Source: Coleman Creek

Use: Irrigation of 32.7 acres

Period of Use: March 15 through October 31

Quantity: 0.34 cubic foot per second, 127.53 acre-feet per year

Priority Date: **June 30, 1886**

Point of Diversion: 900 feet south and 450 feet east from the center of Section 12, being within the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, T. 18 N., R. 19 E.W.M.

Place of Use: The SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, T. 18 N., R. 19 E.W.M., except that portion which lies north of Coleman Creek.

CLAIMANT NAME: **Craig P. Schnebly
& Nancy L. Schnebly** COURT CLAIM NO. 02064

Certificate Number: S4-84434-J

Subbasin: 10 Kittitas

Source: Coleman Creek

Use: Irrigation of 114.6 acres

Period of Use: March 15 through October 31

Quantity: 1.15 cubic foot per second, 447 acre-feet per year

Priority Date: **June 30, 1886**

Point of Diversion: 1300 feet north and 640 feet west of the south quarter corner of Section 12, being within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, T. 18 N., R. 19 E.W.M.

Place of Use: The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying north of Coleman Creek in Section 12, the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, all in T. 18 N., R. 19 E.W.M.

Exhibit B

CLAIMANT NAME: **Craig P. Schnebly
& Nancy L. Schnebly** COURT CLAIM NO. 01049

Certificate Number: S4-85098-J

Subbasin: 10 Kittitas

Source: Coleman Creek

Use: Irrigation of 59.190 acres and stock water

Period of Use: April 1 through October 15

Quantity: 0.592 cubic foot per second, 230.841 acre-feet per year

Priority Date: **April 7, 1871**

Point of Diversion: 1660 feet north and 267 feet east from the south quarter corner of Section 12, being within the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, T. 18 N., R. 19 E.W.M.

Place of Use: That portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 13, T. 18 N., R. 19 E.W.M., which is bounded by a line described as follows: Beginning at the northeast corner of said E $\frac{1}{2}$ NW $\frac{1}{4}$ thence S 00°15'53" E along the east line of said E $\frac{1}{2}$ NW $\frac{1}{4}$, 668.11 feet to the true point of beginning for said described line, thence continuing along said east line, S 00°15'53" E, 1971.86 feet to the southeast corner of said E $\frac{1}{2}$ NW $\frac{1}{4}$, thence S 86°38'36" W along the south line of said E $\frac{1}{2}$ NW $\frac{1}{4}$, 1040.42 feet to the point of curvature for a 3760.00 foot radius curve to the right, said point being on the northerly right of way of the Kittitas Reclamation District Highline Canal, thence along said right of way and said curve, through a central angle of 4°06'48", an arc length of 269.94 feet, thence N 00°15'53" W, 1183.11 feet, thence S 87°05'14" W, 116.12 feet to a point on the west line of the E $\frac{1}{2}$ NW $\frac{1}{4}$, thence N 01°36'11" E along said west line of the E $\frac{1}{2}$ NW $\frac{1}{4}$, 664.54 feet, thence N 87°33'37" E, 1368.44 feet to the true point of beginning of said described line.

CLAIMANT NAME: **Craig P. Schnebly** COURT CLAIM NO. 02064
& **Nancy L. Schnebly**

Certificate Number: S4-84524-J

Subbasin: 10 Kittitas

Source: Coleman Creek

Use: Irrigation of 35 acres

Period of Use: March 15 through October 31

Quantity: 0.40 cubic foot per second, 136.5 acre-feet per year

Priority Date: **April 7, 1871**

Point of Diversion: 1,300 feet north and 640 feet west from the south quarter corner of Section 12, being within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, T. 18 N., R. 19 E.W.M.

Place of Use: Commencing at the SE corner of Section 11, T. 18 N., R. 19 E.W.M., thence N 89°47'5.5" W 1291 feet; thence N 0°4'17" E 1044 feet to the True Point of Beginning; thence N 21°2'15" E 112 feet; thence N 53°40'23" E 169 feet; thence N 81°52'12" E 199 feet; thence S 88°17'6" E 671 feet; thence S 58°32' E 32 feet; thence S 6°44'10" E 40 feet; thence S 40°17'34" W 61 feet; thence S 41°16' W 67 feet; thence S 13°36'10" E 235 feet; thence S 30°5'23" E 497 feet; thence S 25°33'36" E 102 feet; thence S 0°E 44 feet; thence S 56°10'26" W 469 feet; thence S 49°8'15" W 669 feet; thence N 71°33'54" W 51 feet; thence N 28°36'38" W 302 feet; thence N 20°43'32" W 159 feet; thence N 35°23'41" W 187 feet; thence N 61°41'57" W 119 feet; thence N 1°9'26" E 795 feet to the True Point of Beginning.

Comments: This water right reflects changes approved pursuant to Water Right Change Application No. CS4-02064CTCL.

Exhibit C

Exhibit C

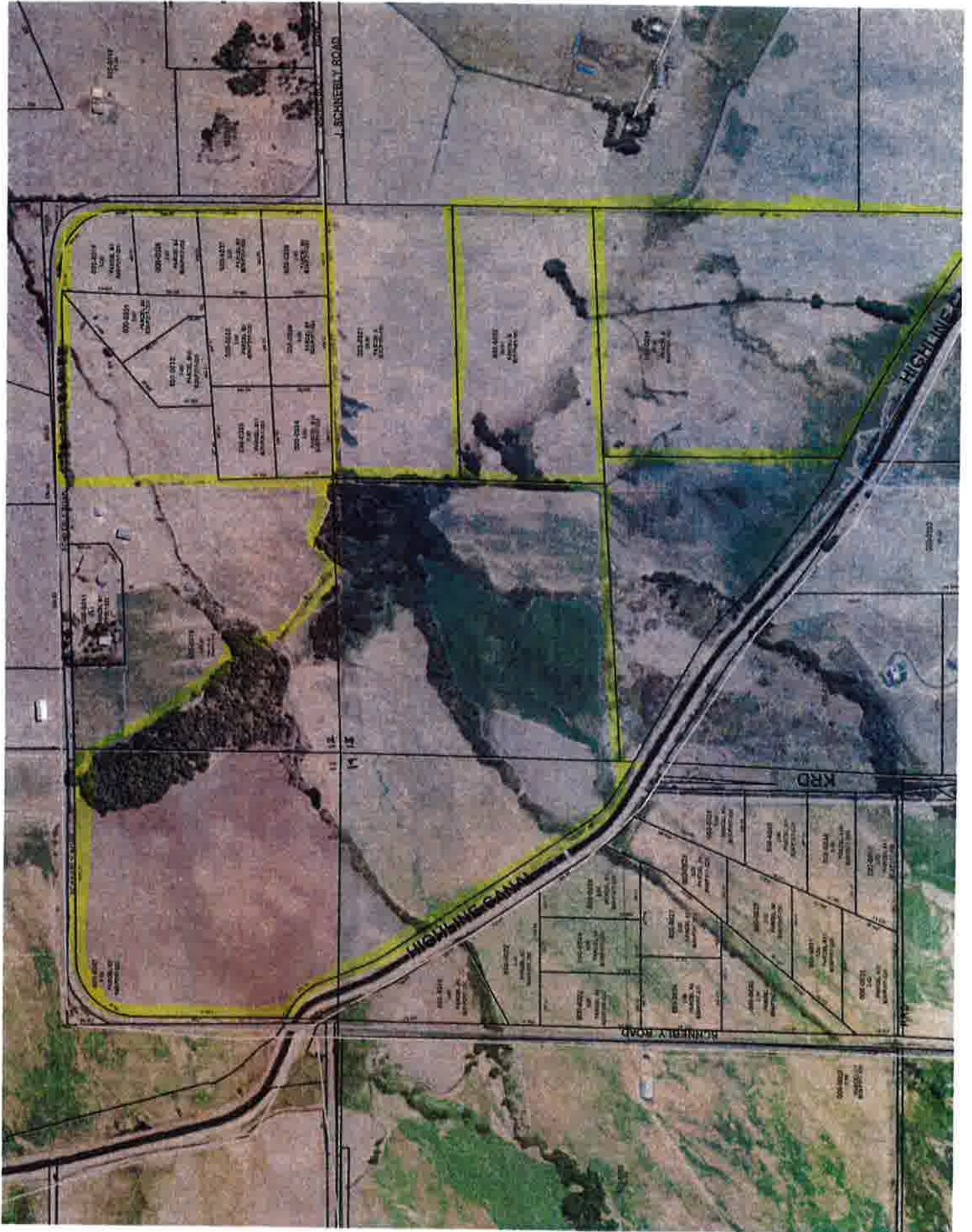


Exhibit D

Exhibit D

