

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“this Agreement”) is entered into between, Kittitas County, a political subdivision of the State of Washington (hereinafter “the County”), and James and Hazel Treat (hereinafter “Sellers”), as of June 26, 2017 2017 (“the Effective Date”).

Factual Background

A. Sellers own Water Right Certificate No. S4-84509-J, filed as Water Right Claim No. 01141 and confirmed in the Yakima Superior Court *Ecology v. Acquavella* adjudication, which are more fully described in Exhibit A attached hereto (hereinafter “Water Right”). The Water Right has been confirmed for the withdrawal of 1.2 cubic-feet per second (“cfs”), 275.64 acre-feet per year (“AF/year”) for irrigation of 60 acres between April 15 and September 15, and year-round stockwater, with a priority date of June 30, 1872.

B. The County is interested in purchasing the Water Right which currently is appurtenant to Kittitas County parcel numbers 18-20-18000-0030, 18-20-18000-0031, 18-20-18000-0006, 18-20-18000-0032 and 18-20-18000-0033, which together comprise 95.4 acres, as more fully described in the legal description attached as **Exhibit B** hereto.

C. Sellers wish to reserve the quantity of nine (9) acre-feet per year of consumptive use water under Water Right for their future personal use (“Sellers’ Reserved Quantity”). The remainder of the Water Right not reserved by Sellers is hereinafter referred to as the “Sale Quantity.”

D. The County intends to transfer the entire quantity of water ultimately deemed to have been beneficially used under the Water Right to the Washington State Trust Water Rights Program pursuant to Chapters 90.42 and 90.38 RCW, with the County’s purchased portion thereof (the Sale Quantity) to serve as mitigation for existing and/or future groundwater withdrawals in Kittitas County. Similarly, Sellers’ Reserved Quantity may be accessed in the future by Sellers to satisfy their personal water needs.

E. Sellers desires to sell to the County and the County desires to purchase from Sellers the Sale Quantity and to take such other actions as herein provided.

Agreement

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Sellers agree as follows:

1. Purchase Price for Sale Quantity under Water Right. The purchase price for the Sale Quantity 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. Sellers' obligation to sell and the County's obligation to purchase the Sale Quantity is contingent upon the provisions of this Agreement.

2. Earnest Money. Within five (5) business days following mutual execution of this Agreement, the County will deposit with AmeriTitle, 101 West Fifth, Ellensburg, Washington, 98926 (hereinafter "the Closing Agent"), a fully-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 County as set forth in this Agreement.

3. Future Water Use by Sellers. If Ecology approves the application to change the Water Right to a Trust Water Right, Sellers and their heirs, successors, and assigns agree not to divert, pump, store, or use the portion of the Water Right comprising the Sale Quantity, unless otherwise authorized by the provisions of this Agreement and Ecology's approval of the change application. For purposes of this Agreement, the parties understand and agree that Sellers' Reserved Quantity shall not be subject to these restrictions on the future use of water.

4. Land Fallowing Covenant and Monitoring. Sellers agree to record a covenant against the land described in **Exhibit B**, except as provided by the provisions of this Agreement and Ecology's approval of the change application. Sellers may irrigate the land only under the Leaseback provisions of this Agreement, described in Section 10 below, or with Sellers' Reserved Quantity and/or a different water right acquired by Sellers for that purpose. The County will monitor the land on at least an annual basis to ensure compliance with this land fallowing provision.

5. Water Right Change Application.

5.1 Pre-Filing Water Right Review. In connection with preparation of the below-described Change Application for filing, the Parties agree that Aspect Consulting shall undertake a confidential review and analysis of all information bearing on the likely "validity and extent" of the Water Right, including anticipated total annual consumptive use to be approved for transfer by Ecology, based upon all available evidence of historic water use, including but not limited to photographs and other imaging. Prior to filing the Change Application, Aspect Consulting shall provide its nonbinding total annual consumptive use estimate to the Parties. Thereafter, and *EXCEPT* upon exercise of

Sellers' Cancellation Right under Section 8.1, the County will promptly proceed with the filing of the Change Application as herein provided.

5.2 Change Application Filing and Fees. The County will prepare and deliver to Sellers one or more counterpart applications (collectively, "the Change Application"), in the form prescribed by Ecology, for the change of the entire Water Right to the State Trust Water Rights Program. Sellers shall duly sign all counterparts of the Change Application and deliver to the County original signed counterparts of the Application. The County will file the Change Application with Ecology. The County and Sellers will split evenly the processing costs associated with the Change Application or its approval by Ecology, commencing on the Effective Date, including the costs of retaining Aspect Consulting to assist in the completion of the processing of the Change Application, EXCEPT that total Change Application expenses allocated to Sellers, including Aspect Consulting expenses, shall not exceed Fifteen Thousand Dollars (\$15,000.00).

The County and Sellers will cooperate in all aspects of the Change Application process. 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, the County has the right to terminate this Agreement.

5.3 Sellers' Reserved Quantity. The Change Application will request approval for future use of Sellers' Reserved Quantity on Kittitas County parcel numbers 18-20-18000-0030, 18-20-18000-0031 and 18-20-18000-006 for domestic use in one or more homes, non-commercial lawn and garden irrigation and livestock watering. Sellers' Reserved Quantity shall not be exercised prior to termination of any irrigation water leaseback arrangements as may be entered into between County and Sellers pursuant to Section 10 of this Agreement.

6. Ecology Determination of Trust Water Right. The Sale Quantity to be purchased by the County will be that portion of the Water Right that Ecology determines to be valid and available for transfer to the Trust Water Rights Program, less Sellers' Reserved Quantity, as stated by Ecology in its report of examination or other statement of factual findings (collectively, "the Report of Examination"). The County and Sellers understand that: (i) the amount of the Trust Water Right will be based upon the actual historical use of water pursuant to the Water Right, (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 will include a smaller area of use and a lesser quantity of water than is included within the entire Water Right.

7. Ecology Review, Assumption of the Risk, and Hold Harmless. Sellers recognize that part of the water right change application process requires Ecology to make a tentative determination of the extent and validity of the Water Right. Sellers also recognize that Ecology, in processing the change of the Water Right, follows certain

statutes and administrative code provisions. Sellers also recognize 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 County and Sellers 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 Right being determined to be relinquished. Sellers agrees to assume the risk of all or part of the Water Right being determined to be relinquished and agrees to hold County 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 Sellers' Cancellation Right. In the event that Aspect Consulting's Pre-Filing Water Right Review, described in Section 5.1, finds that total annual consumptive use under the Water Right eligible for transfer to the Trust Water Rights Program, including Sellers Reserved Quantity, may be less than 110 acre-feet per year, Sellers *may*, within five (5) days following receipt of such findings, unilaterally terminate this Agreement by giving notice thereof to the County in the manner provided herein ("Sellers' Cancellation Right"). If Sellers provide timely notice to the County of Sellers' election to exercise Sellers' Cancellation Right, the Parties shall have no further obligations under the Agreement, *EXCEPT* that Sellers shall pay all of the County's share of Aspect Consulting's fees and costs and the County's attorneys' fees associated with this Agreement incurred from the Effective Date until the date of notice of Sellers' exercise of Sellers' Cancellation Right hereunder. If Sellers exercise Sellers' Cancellation Right, the Parties agree to maintain confidential the Pre-Filing Water Right Review estimate, to the fullest extent permitted under applicable law.

8.2 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 Water Right within twelve (12) months of the Effective Date. In the event either of these contingencies are not satisfied or waived within twelve (12) months of the Effective Date, then this Agreement shall terminate.

8.3 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 County or subject only to such variations from the Change Application as are acceptable to County, (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 County's satisfaction.

8.4 Quantity of Water Approved by Ecology as Trust Water Right. Sellers and County estimate that Ecology's review of the Water Right for transfer into the Trust Water Program will be based on calculation of at least 2.6 AF/acre of consumptive use and result in approximately 156 AF/year of consumptive use water for transfer into the Trust Water Right Program for combined use as mitigation of groundwater use in Kittitas County and under Sellers' Reserved Quantity.

8.5 No Material Changes. Between the Effective Date and the Closing Date, there will have been no material adverse change to the Water Right, including, without limitation, the following: (i) adverse changes in legal or equitable title to the 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.

8.6 Waiver of Contingencies. County may waive, in whole or in part, any condition precedent to the County's performance under this Agreement. Sellers 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 the County and Sellers 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 Sellers in cash or equivalent cleared funds.

10. Leaseback Provisions. Upon Closing, the County agrees to lease to Sellers and Sellers agree to lease from County at least enough water sufficient to irrigate the full number of irrigable acres identified by Ecology pursuant to the Change Application each year ("Leaseback Water") for twenty (20) years from the date of Closing (hereinafter "the Initial Leaseback Period"), except in those years in which there is a drought in the Yakima Basin, in which instance the County is under no obligation to lease any water back to Sellers. For purposes of this Agreement, a "drought" shall mean (a) a year, or a portion thereof, when the water supply for the Yakima River Basin is below seventy-five percent of normal, as confirmed by the Bureau of Reclamation, and "junior" (post-1905 priority) water rights are pro-rationed or curtailed, or (b) a year in which the State of Washington declares a drought in all or part of the Yakima River Basin pursuant to WAC 173-166-060.

Notwithstanding the above, in any year in which Sellers have received Leaseback Water from the County before a "drought" has been confirmed or declared under either of the

herein definitions, the County shall so notify Sellers and refund Seller's entire lease payment for that year. Immediately upon receipt of the lease payment refund, Sellers shall curtail all additional use of Leaseback Water for the remainder of that year.

The County and Sellers 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").

The County and Sellers may also agree mutually in writing to alter these Leaseback provisions during the Initial Leaseback Period, except there shall be no obligation on the Parties to alter these provisions.

After the Initial Leaseback Period, the County and Sellers agree that the County may, in its sole discretion, lease back to Sellers some or all of the Water Right. After the Initial Leaseback Period, the County and Sellers agree to meet each year in February to determine the total amount of water to be leased that year, if any, and that year's Leaseback Price.

11. Sellers'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, Sellers makes the following warranties and representations, each of which: (i) is material and being relied upon by County, (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. Sellers will indemnify, protect, defend and hold County (and County'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 Sellers' warranties or representations, whether contained in this Section or elsewhere in this Agreement. All of Sellers' representations and warranties contained in this Agreement will be true and correct as of the Closing Date.

12. Historic Water Use. To the best of Sellers' knowledge, (i) water under the Water Right has been put to beneficial use in accordance with terms specified in the 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 Water Right has never been intentionally abandoned or voluntarily relinquished.

13. Title. At Closing, Sellers will deliver to County and its assigns good, marketable, and indefeasible fee simple title to the Water Right, 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 County has granted its written consent. To the best of Sellers'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 Water Right.

14. Closing.

14.1 Definitions.

14.1.1 Closing Agent. For purposes of this Agreement “closing agent” shall be defined as a person authorized to perform escrow services pursuant to the provisions of Chapter 18.44 of the Revised Code of Washington who is designated by the parties hereto to perform such services.

14.1.2 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 Sellers. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Sellers.

14.1.3 Place and Time of Closing. The sale shall be closed in the offices of AmeriTitle, Ellensburg (hereinafter the “Closing Agent”), within twenty-one (21) days after the satisfaction of Contingencies.

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

14.3. Payment of Costs.

14.3.1 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 County and Sellers.

14.3.2 Costs to be paid by Sellers. Sellers shall pay all real estate excise taxes, attorney’s fees incurred by Sellers, if any, and other charges normally borne by Sellers.

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

15. Execution of All Documents. County and Sellers, 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.

16. 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.

17. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

18. 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.

19. 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.

20. 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.

21. 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.

22. Legal Relationships. The parties to this Agreement execute the same solely as a County and Sellers. 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.

23. Assignment; Successors. Neither the County nor Sellers 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 County and Sellers shall inure to the benefit of and be binding upon their respective estates, heirs, executors administrators, successors, successors-in-trust and assigns.

24. 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.

25. 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.

26. 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.

27. 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.

SELLERS:

JAMES TREAT


James Treat

Date: _____

COUNTY:

KITTITAS COUNTY



By: PAUL JEWELL

Its: BOCC Chair

Date: 6/26/2017

HAZEL TREAT


Hazel Treat

Date: _____

Sellers's Address and Phone:

10891 Brick Mill Rd.
Ellensburg, WA 98926
(253.261.6810)

County's Address and Phone:

205 West 5th
Suite #108
Ellensburg, WA 98926

ACKNOWLEDGEMENTS

State of Washington
County of Kittitas

I certify that I know or have satisfactory evidence that James Treat husband of Hazel Treat, is 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: 6/23/17



Name: Julie A. KJORSVIK
NOTARY PUBLIC for the State of Washington
residing at Ellensburg
My appointment expires: 2/19/18

State of Washington
County of Kittitas

I certify that I know or have satisfactory evidence that Hazel Treat wife of James Treat, is 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: 6/23/17

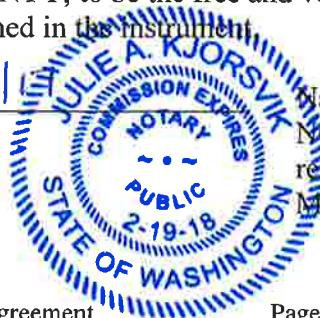


Name: Julie A. KJORSVIK
NOTARY PUBLIC for the State of Washington
residing at Ellensburg
My appointment expires: 2/19/18

State of Washington
County of Kittitas

I certify that I know or have satisfactory evidence that Paul Sewell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated his authority to execute the instrument as the authorized agent of KITTITAS COUNTY, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated: 6/26/17



Name: Julie A. KJORSVIK
NOTARY PUBLIC for the State of Washington
residing at Ellensburg
My appointment expires: 2/19/18

EXHIBIT A: Water Right Certificate

CLAIMANT NAME: James Treat
& Hazel Treat COURT CLAIM NO. 01141

Certificate Number: S4-84509-J

Subbasin: 10 Kittitas

Source: Cooke Creek

Use: Irrigation of 60 acres and stock water

Period of Use: April 15 through September 15

Quantity: 1.20 cubic feet per second, 275.64 acre-feet per year

Priority Date: June 30, 1872

Point of Diversion: 600 feet south and 200 feet east from the north quarter corner of Section 18, being within the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18; AND, 1200 feet north and 450 feet west from the south quarter corner of Section 18, being within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, BOTH WITHIN T. 18 N., R. 20 E.W.M.

Place of Use: Those portions of the E $\frac{1}{2}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 18, T. 18 N., R. 20 E.W.M., lying east of Cooke Creek.

Limitations of Use: When frost is out of the ground before April 15, the period of use is modified to allow use of water as soon as frost is out of the ground and water can beneficially be used. When surplus water is available in excess of that needed to satisfy all existing rights, an additional 1.2 cubic feet per second may be diverted. This water will normally be available approximately 30 days during the spring, which would result in up to 71.28 acre-feet per year being used in addition to that authorized herein.

EXHIBIT B: Legal Description of Land Appurtenant to Water Right.

PARCEL: 951892

PARCEL 1 OF THAT CERTAIN SURVEY AS RECORDED AUGUST 7, 2006 IN BOOK 33 OF SURVEYS AT PAGES 7-8 UNDER AUDITOR'S FILE NO. 20060807-0012 RECORDS OF KITTITAS COUNTY, WASHINGTON: BEING A PORTION OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL: 845034

PARCEL 2 OF THAT CERTAIN SURVEY AS RECORDED AUGUST 7, 2006 IN BOOK 33 OF SURVEYS AT PAGES 7-8 UNDER AUDITOR'S FILE NO. 20060807-0012 RECORDS OF KITTITAS COUNTY, WASHINGTON: BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL: 951893

PARCEL 3 OF THAT CERTAIN SURVEY AS RECORDED AUGUST 7, 2006 IN BOOK 33 OF SURVEYS AT PAGES 7-8 UNDER AUDITOR'S FILE NO. 20060807-0012 RECORDS OF KITTITAS COUNTY, WASHINGTON: BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL: 951894

PARCEL 4 OF THAT CERTAIN SURVEY AS RECORDED AUGUST 7, 2006 IN BOOK 33 OF SURVEYS AT PAGES 7-8 UNDER AUDITOR'S FILE NO. 20060807-0012 RECORDS OF KITTITAS COUNTY, WASHINGTON: BEING A PORTION OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL: 951895

PARCEL 5 OF THAT CERTAIN SURVEY AS RECORDED AUGUST 7, 2006 IN BOOK 33 OF SURVEYS AT PAGES 7-8 UNDER AUDITOR'S FILE NO. 20060807-0012 RECORDS OF KITTITAS COUNTY, WASHINGTON: BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.