

ATTACHMENT E

After recording return to:

01/30/2008 03:33:17 PM  
\$56.00  
Easement DUNN  
Kittitas County Auditor

200801300046  
Page 1 of 15

JEFF SLOTHOWER  
Lathrop, Winbauer, Harrel & Slothower L.L.P.  
PO Box 1088  
Ellensburg, WA 98926



REVIEWED BY: *K Bowen*  
DEPUTY, KITTITAS COUNTY TREASURER  
DATE: *1/30/08*  
STANDS BEFORE ME: *Althea Dunn*  
REPRESENTING: *Ranch on Swauk Creek*  
STATING THAT NO CONSIDERATION  
IS BEING PAID.

**AUDITORS NOTE** Portions of this document poor quality for imaging

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DOCUMENT TITLE: EASEMENT

GRANTORS: THE RANCH ON SWAUK CREEK LLC, a Washington limited liability company and EVERGREEN VALLEY LLC, a Washington limited liability company

GRANTEES: n/a

LEGAL DESCRIPTION: Township 20 N, Range 17E; portions of the W 1/2 of Section 27 and the E 1/2 of Section 28

ASSESSOR'S TAX PARCEL NO.: 20-17-27030-0002; 20-17-27030-0006; 20-17-27030-0003; 20-17-27030-0005; 20-17-28000-0006

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**EASEMENT**

THIS EASEMENT is made this 30<sup>th</sup> day of January, 2008, by The Ranch on Swauk Creek LLC, a Washington limited liability company and Evergreen Valley LLC, a Washington limited liability company (hereinafter collectively referred to as the "Grantor").

WHEREAS, The Ranch on Swauk Creek LLC and Evergreen Valley LLC own fee title to the real property located in Kittitas County, Washington on which the easements established herein are located and said property is generally described as the NW 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 27 and the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 28, all in Township 20 N, Range 17 E, W.M. (hereinafter the "Property"); and

WHEREAS, the Grantor desires to create certain easements as set forth herein and to establish the property benefited by the Easements, burdened by the Easements, and establish terms and conditions for the use and maintenance of the Easements.



NOW, THEREFORE, in consideration of the benefits contained and derived hereunder, the Grantor, for and on behalf of itself and its respective successors in interest and assigns, does hereby grant, declare, convey, reserve and establish the following easements and further declares that all of the Property shall be held, sold and conveyed together with and subject to the following easements, assessments and lien rights, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property.

1. **Easements.**

1.1 **Easement A.** A non-exclusive easement as described and delineated on Exhibit A, attached hereto and incorporated herein by reference.

1.1.1 **Use.** Easement A shall be used for the following purposes:

1.1.1.1 The location, construction and use of a private road for ingress and egress, together with, but not limited to, the right to reconstruct, replace, repair, maintain and use said road; and

1.1.1.2 The location, construction and use of underground utilities, including, but not limited to, power, telephone, cable and natural gas, together with, but not limited to, the right to install, replace, repair, maintain and use said utilities; and

1.1.1.3 The location, construction and use of underground irrigation pipeline(s), together with, but not limited to, the right to install, replace, repair, maintain and use said pipeline(s).

1.1.2 **Property Burdened:** The property burdened by the easement is legally described as real property on which Easement A is located.

1.1.3 **Property Benefited:** The property benefited by the easement is legally described on Exhibit B attached hereto and incorporated herein by reference.

1.1.4 **Restrictions on use:** The area of Easement A shall not be used for long term parking, storage, staging of construction (except construction required for a road or improvement located on Easement A) or any other use that would unreasonably interfere with its intended purpose.

1.2 **Segment 3 Easement.** A non-exclusive easement as described and/or delineated on Exhibit C attached hereto and incorporated herein by reference.

1.2.1 **Use.** The Segment 3 Easement shall be used for the following purposes:

1.2.1.1 The location, construction and use of a private road for ingress and egress, together with, but not limited to, the right to reconstruct, replace, repair, maintain and use said road; and



1.2.1.2 The location, construction and use of underground utilities, including, but not limited to, power, telephone, cable and natural gas, together with, but not limited to, the right to install, replace, repair, maintain and use said utilities; and

1.2.1.3 The location, construction and use of underground irrigation pipeline(s), together with, but not limited to, the right to install, replace, repair, maintain and use said pipeline(s).

1.2.2 **Property Burdened:** The property burdened by the Segment 3 Easement is legally described as real property on which the Segment 3 Easement is located.

1.2.3 **Property Benefited:** The property benefited by the Segment 3 Easement is legally described on Exhibit B attached hereto and incorporated herein by reference.

1.2.4 **Restrictions on Use:** The area of the Segment 3 Easement shall not be used for long term parking, storage, staging of construction (except construction required for a road or improvement located on Easement A) or any other use that would unreasonably interfere with its intended purpose.

1.2.5 **Termination of Segment 3 Easement.** Grantor reserves the right in the future to terminate the Segment 3 Easement; provided, however, the Segment 3 Easement will not be terminated until the relocation of Burke Road is complete and an alternative access road constructed on Easement A.

2. **Use and Maintenance.** All decisions concerning the use, repair, replacement, maintenance or reconstruction of the easement improvements on Easement A and the Segment 3 Easement (collectively the "Easements"), including, but not limited to the roads, utilities and/or pipelines (hereinafter the "Improvements"), shall be made by any lawfully formed homeowners' association formed in the future which all or part of the Benefited Property is subject to. Until such time, and in the event a homeowners' association is formed, but later becomes invalid, all decisions concerning the use, repair, replacement, maintenance or reconstruction shall be agreed upon by a majority vote of the owners of the Lots benefited by the Easement or Improvement in question pursuant to paragraphs 2.1 to 2.3.

2.1 For purposes of this Agreement, each separate legal lot benefited by the Easement, inclusive, shall each have one vote. Only Lots having a beneficial use of the Easement or Improvement in question (hereinafter the "Affected Lot Owners") shall be entitled to vote on matters related thereto. For purposes of this paragraph, "beneficial use" of a roadway shall be deemed to begin upon commencement of construction of a residence, garage, shop or other approved outbuilding on the Lot. In the event the Affected Lot Owners shall determine by majority vote that an Improvement is in need of repair, replacement, maintenance or reconstruction (hereinafter collectively "Maintenance"), the Affected Lot Owners shall share equally in the cost of such Maintenance, based upon the number of votes as provided hereinabove. Each vote shall equate to a share in said cost; provided, however, Grantor and Developer shall not be assessed any Maintenance



Cost under the provisions of this Agreement. When a decision is made to provide Maintenance to an Improvement, the Affected Lot Owners shall establish an account for said purpose. The account shall be managed by a Lot Owner or a designated management company, as agreed upon by a majority of votes by the Affected Lot Owners. Each Affected Lot Owner shall pay its share of the estimated cost of the work into said account within thirty (30) days of written request. In the event the amount paid into the account is not enough to pay the actual cost of the approved Maintenance, each Affected Lot Owner shall pay its share of any shortage into the account. If any Affected Lot Owner fails to pay its share of the cost of Maintenance when due, the remaining Affected Lot Owners, individually or collectively, may pay the defaulting Lot Owner's share and may record a lien against the defaulting Lot Owner's real property in favor of the Lot Owner(s) who advanced the payment. Said lien may be enforced pursuant to the law of the State of Washington. The lien does not have to be foreclosed or otherwise enforced within any specific time period.

2.2 In the event any Lot Owner or Lot Owners desire to upgrade or provide Maintenance on the Improvements without majority approval by Affected Lot Owners, then the Lot Owner(s) desiring to make such upgrade or perform such Maintenance shall do so at their sole cost and expense; provided, however, any such work shall not interfere with the use of the Improvements by the other Lot Owners.

2.3 In the event any Lot Owner or Lot Owners disturb the surface of any Easement area set forth herein during the installation of utilities, storm water drainage or other improvements for the benefit of their own Lot(s), or through excessive wear and tear, or for any reason damage the Improvements, the Lot Owner(s) responsible for such damage shall be responsible for repairing and restoring such damaged Improvement to its prior condition, at that Lot Owner(s)' sole cost and expense.

3. **No Protest Clause.** No owner of all or any part of the Benefited Property may at any time in the future object to, protest or otherwise attempt to interfere with, prevent or block the use of any portion of the Easement(s) for residential purposes by any other owner of property benefited by the easement. This paragraph is intended to prevent the owners of all or any portion of the burdened Property or any part thereof from bringing any claim that the use of the Easement by any portion of the benefited property will overburden the easement. This paragraph is intended to be construed as liberally as possible and is intended to ensure that all portions of the benefited Property have the ability to use any part of the Easements created, conveyed, reserved and established herein for any purpose allowed herein including, but not limited to access and utilities for residential purposes regardless of the number of residential parcels created in the future.

4. **Easement Amendment.** The Grantor and their successors and assigns reserve and retain the absolute right to amend, modify, add benefited property to, reform, modify maintenance provisions and relocate the Easements created herein (collectively the "Easement Amendments").

4.1 Easement amendments shall be made in an instrument in writing entitled "Amendment to Easement" which sets forth the entire Easement Amendments. Any Easement



Amendment will be filed with the Kittitas County Auditor and shall be effective upon filing with the Kittitas County Auditor.

4.2 All Owners of the Benefited and Burdened Property hereby grant to Grantor a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Owners of the Benefited and Burdened Property acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

5. **Hold Harmless and Indemnification.**

5.1 Each owner of any property benefited by the easements created herein shall defend, indemnify and hold the Grantor, the owners of the burdened property and the other owners of property benefited by this easement (hereinafter collectively referred to as "Owner") harmless from any and all claims and causes of action which may accrue to or be suffered by any Owner by reason of, arising out of, or resulting from the use by any of the Easement Improvements or the Easement Area or the use by property owners and that property owner's successors, assigns, employees, agents, lessees, licensees, invitees and guests, unless the claim or cause of action is caused by or results from the sole negligence of the owner of the burdened Lot or its agents, tenant, invitees or employees. In the event of concurrent negligence of the Lot Owners or their agents, tenants, invitees or employees, each such Lot Owners shall be responsible only to the extent of its own negligence and that of its agents, tenants, invitees and employees.

5.2 Each property owner agrees to defend, indemnify and hold the Grantor and the other Property Owners harmless from any and all claims and causes of action which may accrue to or be suffered by reason of, arising out of, or resulting from the construction and/or installation of Improvements on the Easement by a property owner, its successors, assigns, employees, agents, lessees, licensees, invitees and guests.

6. **Eminent Domain.** If any Easement described herein, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the portion of the Easement area which is taken. If all or any part of the Easement area is taken, this Agreement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the Easement area shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the Easement area so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the Easement from seeking compensation from the condemning agency, only, for loss of the Easement.

7. **Easements and License Runs with the Land.** The Easements and License granted and the restrictions and covenants established herein shall run with and shall bind and be obligatory upon the







**EXHIBIT A**

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LEGAL DESCRIPTION  
SWAUK RANCH ROAD

Beginning at the Quarter Corner common to Sections 2,7 and 28, T.20N., R.17E., W.M.;  
thence S0°-16'-28"W 139.95 feet to a point in the center of the Burke Road Roundabout  
(Kittitas County Road #30000).  
Thence S55°-22'-55"E 85.00 feet to the True Point of Beginning (edge of the County  
Road Right-of-Way);  
Thence a strip of land thirty (30.00) feet on both sides (60.00 feet total) of a center line  
bearing S55°-22'-55"E 38.15 feet (said strip of land commencing from the edge of the  
County Road Right-of-Way).  
Thence 22.00 feet along a curve concave to the north having a radius of 75.00 feet.  
Thence S72°-11'-15"E 128.95 feet.  
Thence 148.35 feet along a curve concave to the southwest having a radius of 150.00  
feet, thence S15°-31'-22"E 102.40 feet.  
Thence S22°-40'-39"E 179.44 feet.  
Thence 174.239 feet along a curve concave to the west having a radius of 205.00 feet.  
Thence S26°-01'-15"W 146.90 feet.  
Thence S11°-45'-29"E 102.87 feet.  
Thence S21°-09'-11"W 154.25 feet.  
Thence 175.11 feet along a curve concave to the east having a radius of 205.00 feet.  
Thence S27°-47'-20"E 167.97 feet.  
Thence 170.54 feet along a curve concave to the west having a radius of 190 feet.  
Thence continuing on a strip of land forty (40.00) feet on both sides (80.00 feet total) of a  
line bearing S23°-09'-48"W 17.75 feet.  
Thence 222.45 feet along a curve concave to the north having a radius of 110.00 feet.  
Thence N40°-58'-04"W 34.32 feet.  
Thence continuing on a strip of land one hundred ten (110.00) feet on both sides (220.00  
feet total) of a line bearing N40°-58'-04"W 110.00 feet, to a point in the center of the  
Swauk Ranch Road Roundabout  
Thence N72°-35'-50"W 113.30 feet to Terminate at a point on the west line of Section  
27, T.20N., R.17E., W.M. with the parallel boundaries of described strip of land  
extending or diminishing on the same bearing to also terminate on said west line of  
Section 27, T.20N., R.17E., W.M.; said center line terminus located S0°-16'-26"W  
1,556.72 feet from the Point of Beginning at the Quarter Corner common to Sections 27 and  
28, T.20N., R.17E., W.M. said strip of land comprising 4.11 acres.

EXHIBIT     A

LEGAL DESCRIPTION  
SWAUK RANCH ROAD

Beginning at the Section Corner common to Sections 27, 28, 33, and 34 of T.20N., R.17E., W.M.;

Thence N0°-16'-23"E 1,089.13 feet to the True Point of Beginning in the center of the Swauk Ranch Road on the east line of Section 28, T.20N., R.17E., W.M.;

Thence a strip of land one hundred ten (110.00) feet in parallel width on the right and seventy (70.00) feet in parallel width on the left of a line bearing N70°-48'-41"W 66.18 feet, with the parallel boundaries of described strip of land extending or diminishing on the same bearing to also begin on said east line of Section 28, T.20N., R.17E., W.M.;

Thence continuing on a strip of land seventy (70.00) feet on both sides (140.00 feet total) of a center line bearing N70°-48'-41"W 66.43 feet.

Thence 95.86 feet along a curve concave to the south having a radius of 220.00 feet.

Thence continuing on a strip of land fifty (50.00) feet on both sides (100.00 feet total) of a center line bearing S84°-13'-24"W 28.25 feet.

Thence 174.57 feet along a curve concave to the southeast having a radius of 180.00 feet.

Thence S28°-39'-17"W 141.62 feet.

Thence 119.08 feet along a curve concave to the northwest having a radius of 200.00 feet.

Thence S62°-46'-05"W 32.59 feet.

Thence continuing on a strip of land thirty (30.00) feet on both sides (60.00 feet total) of a center line bearing S62°46'-05"W 254.50 feet.

Thence S66°-26'-03"W 223.30 feet.

Thence 121.07 feet along a curve concave to the southeast having a radius of 300.00 feet.

Thence S43°-18'-44"W 192.45 feet.

Thence 103.29 feet along a curve concave to the east having a radius of 75.00 feet.

Thence, S35°-35'-38"E 84.95 feet.

Thence 181.84 feet along a curve concave to the west having a radius of 160.00 feet.

Thence S29°-31'-27"W 81.10 feet to Terminate at a point on the south line of Section 28, T.20N., R.17E., W.M. with parallel boundaries of described strip of land extending or diminishing on the same parallel bearing to also terminate on said south line of Section 28, T.20N., R.17E., W.M.; said center line terminus located N89°-44'-31"W 1,293.78 feet from the Point of Beginning at the section corner common to Sections 27, 28, 33, and 34 of T.20N., R.17E., W.M.; said strip of land comprising 3.38 acres.

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**EXHIBIT B**

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20-17-28000-0006 and 20-17-28000-0001

Lot 2B3 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington. Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. (39.35) Forest & Range zoning

20-17-28000-0004

Lot 2B1 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington. Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 24.05

20-17-28000-0003

Lot 2A2 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington. Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 27.08

20-17-28000-0002

Lot 2A1 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington. Being a portion of the southeast quarter of Section 28, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 21.46

20-17-33000-0001

Parcel 1 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 25 under Auditor's file no. 200512220030 Records of Kittitas County, State of Washington. Being a portion of the southeast quarter of Section 33, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 75

20-17-33000-0008 & 20-17-33000-0023

Parcel 2 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 25 under Auditor's file no. 200512220030 Records of Kittitas County, State of Washington. Being a portion of the northeast quarter of Section 33, Township 20N, Range 17 East, W.M., Kittitas County, Washington. Total acres 35.15

20-17-33000-0025

Parcel 4 of that certain survey recorded December 22, 2005 in Book 12 of surveys on Page 25 under Auditor's file no. 200512220030 Records of Kittitas County, State of Washington. Being a portion of the southeast quarter of Section 33, Township 20N, Range 17 East, W.M., Kittitas County, Washington. 20.01

20-17-33000-0019 (77.47 acres)

SEC. 33 TWP 20 RGE 17 PTN NW1/4 (Parcel F, Surv. 826 Pg. 10)

**20-17-27030-0002/0009** – That part of the West Half of the Northwest Quarter of the Southwest Quarter, lying Westerly of proposed State Highway SR 131 EXCEPT the South 806.10 feet thereof and EXCEPT State Highway right of way along the West Boundary (Old SR 131); and That part of the West Half to the Southwest Quarter of the Northwest Quarter, lying Westerly of proposed State Highway 131, and EXCEPT the North 1,170 feet thereof and EXCEPT State Highway Right of way along the West boundary. All in Section 27, Township 20N Range 17E, W.M. in



the County of Kittitas, State of Washington (Known as the Community 108.7 feet of Tract 2 and all of Tract 3, Swauk Creek), 6.41 acre-

**20-17-27030-0003** - The South 415 feet of that part of the West Half of the Northwest Quarter of the Southwest Quarter lying West of State Highway SR 131 EXCEPT State Highway Right of Way along the West Boundary (aka SR 131) and EXCEPT The Northerly 88.89 feet: all in Section 27, Township 20 North, Range 17 East, W. M. County of Kittitas, State of Washington, 5.9 acres

**20-17-27030-0006** - The South 806.1 feet of that portion of the West Half of the Northwest Quarter of the Southwest Quarter of Section 27, Township 20 North, Range 17 East, W. M. in the County of Kittitas, State of Washington lying West of the Westerly right of way of State Highway SR 131 as acquired under Judgment and Decree of Appropriation filed June 3, 1971, in Kittitas County under Superior Court Cause No 17232: EXCEPT The South 326.11 feet thereof and Right of Way of State Highway SR 131, along the West Boundary thereof, 4.95 acres

**20-17-27030-0005/0007** - A portion of these tax parcels lying west of SR 97 in the South Half of the Southwest Quarter of Section 27, Township 20 North, Range 17 East, W. M. in the county of Kittitas, State of Washington, 17.46 estimated acres

**20-17-28000-0010/0011** - Parcels 12 and 13 of that certain Survey as recorded January 23, 2001 in Book 25 of Surveys, pages 20c through 21 under Auditor's File No. 200101230001, records of Kittitas County, Washington, being a portion of the Southwest Quarter of Section 28, Township 20 N, Range 17 East, W. M. in the County of Kittitas, State of Washington, 20 acres

**20-17-28000-0005** - Parcel 2B2 of that certain Survey as recorded December 22, 2005 in Book 32 of Surveys, page 26, under Auditor's File No. 200512220030, records of Kittitas County, Washington, being a portion of the Northeast Quarter of Section 33, Township 20 N, Range 17 East, W. M. in the County of Kittitas, State of Washington, lying southerly of Swauk Creek and West of Burke RD, 21.06 acres

**20-17-33000-0024/0026** - Parcel 3 of that certain survey recorded December 22, 2005 in Book 32 of Surveys, page 25, under Auditor's File No. 200512220081, records of Kittitas County, Washington, being a portion of the Southwest Quarter of Section 28, Township 20 N, Range 17 East, W. M. in the County of Kittitas, State of Washington, 35.15 acres

**20-17-34000-0002/0006** - A portion of the these tax parcels lying West of SR 97 in the West half of Section 34, Township 20 North, Range 17 East, W. M. in the county of Kittitas, State of Washington, 31.87 estimated acres

Lot 2B4 of that certain survey recorded December 22, 2005 in Book 32 of surveys on Page 26 under Auditor's file no. 200512220031 Records of Kittitas County, State of Washington, Being a portion of the southeast quarter of Section 28, Township 20 N, Range 17 East, W. M. Kittitas County, Washington, 27.01

**EXHIBIT C**

**01/30/2008 03:33:17 PM**

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SEGMENT 3  
LEGAL DESCRIPTION  
SWAUK RANCH ROAD EASEMENT

A ROAD EASEMENT WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 27, 28, 33 AND 34 OF TOWNSHIP 20 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON; THENCE NORTH 00°16'26" EAST ALONG THE COMMON LINE OF SECTION 27 AND 28, 1322.94 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE. SAID TRUE POINT OF BEGINNING IS LOCATED ON THE SOUTH LINE OF THE BURKE ROAD RIGHT OF WAY; THENCE SOUTH 89°26'21" EAST, 30.00 FEET ALONG THE SAID ROAD RIGHT OF WAY; THENCE SOUTH 37°27'46" EAST, 221.31 FEET AND TO THE NORTH SIDE OF SEGMENT 1; THENCE NORTH 72°35'50" WEST, 142.74 FEET; THENCE NORTH 70°48'41" WEST, 35.98 FEET; THENCE SOUTH 00°16'23" WEST, 42.31 FEET; THENCE NORTH 70°48'41" WEST, 100.43 FEET; THENCE NORTH 00°16'26" EAST, 131.07 FEET TO THE SOUTHWEST CORNER OF SAID RIGHT OF WAY; THENCE SOUTH 89°48'33" EAST, 100.00 FEET ALONG SAID ROAD RIGHT OF WAY TO THE TRUE POINT OF BEGINNING OF EASEMENT.

ALL SITUATED IN SECTION 27 AND 28 OF TOWNSHIP 20 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

CONTAINING .63 ACRES MORE OR LESS



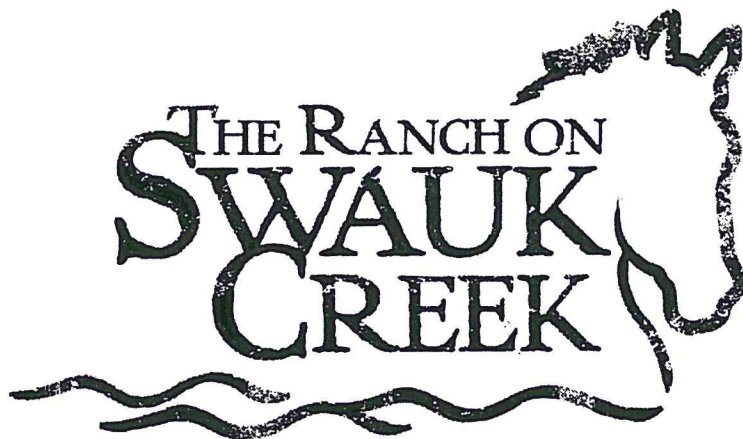
EXHIBIT     C



# ROAD PLANS

## RANCH ON SWAUK CREEK

2006 CONSTRUCTION



Central Cascade Construction  
Kenneth C. Ratliff, PE, PLS  
**P.O. Box 808**  
Cle Elum, WA. 98922  
April 10, 2008  
(509) 304-9834

**TO:** Chad Bala, Terra Design  
**FROM:** Ken Ratliff   
**RE:** Copies of Plans & Specifications, Swauk Road Construction 2006

Attached are copies of the the following plans and Specifications:

Swauk Road "B"	0.92 miles
Swauk Road "A2"	0.89 miles
Swauk Road "A1"	0.44 miles
<u>Swauk Entry Road</u>	<u>0.45 miles</u>
Total	2.70 Miles

In their entirety, the Contract Documents consist of the Contract, the Subcontractor's Agreement, the Specifications, attached Quantities Summary (if applicable), the Stakes on the ground, and the Road Plans. I have omitted the Contract, stake notes, and Subcontractor's Agreement, as they contain proprietary information which should not be pertinent to the County's needs. Also, since these plans did not require any agency review and were part of an agreement between two private parties, they were not stamped with an engineer's seal. If they need to be stamped, this can be done. I also blacked out the dollar amounts in the contracts, as this is also proprietary information.

If you need anything more, please let me know.

Ken

Attachments: 4 sets plans & specs

# CONSTRUCTION CONTRACT

Contract No.   1  

This Construction Contract, which bears the date of June 12, 2006, is entered into between the Ranch on Swauk Creek, LLC, whose address and phone number are P.O. Box 808, Cle Elum, WA. 98922, (509) 649-2703, cell phone (509) 304-9834, and Wyss Logging, LLC, whose address and phone number is 2200 Industry Lane, Yakima, WA. 98901, (509) 452-5893, cell phone (509) 952-6356, upon the following terms and conditions in connection with the following construction project known as:

## SWAUK ROAD "B"

1. The Contract Documents consist of this Contract, the "Subcontractor's Agreement", the "Swauk Road "B" Specifications", and the Road Plans. The Washington State Department of Transportation 2006 edition of the "Standard Specifications for Road, Bridge, and Municipal Construction" are part of the contract documents.
2. Contractor, for the Contract Price set forth below, shall perform all work required to complete the Project and related work in accordance with the Contract Documents, and all applicable government codes, regulations, laws and ordinances, as they may apply to performance of the Project, including, but not limited to the following:
  - a. All materials, supplies, apparatuses, appliances, equipment, tools, implements, and all labor, supervision, transportation, storage, and all other services as and when required for or in connection with the performance of the Project.
  - b. The scope of the Project work shall include all work specifically called for in the Contract Documents and governmental codes and regulations, and all items necessary to provide a complete project, except for those items that are specifically and expressly excluded.
3. The work shall be done in a professional and competent manner, consistent with the Engineer's design requirements, and all the materials furnished and used in connection therewith shall be new and in accordance with the Contract Documents.
4. Contractor shall continuously remove from all areas of the Project site all litter, rubbish, debris, or surplus materials which may accumulate from prosecution of the work.
5. Contractor recognizes that time is of the essence for this project and that it is imperative that the project proceed uninterrupted until final completion.

6. Contractor shall submit a schedule of progress, within five (5) working days of the execution of this contract, showing when significant milestones will be completed and when the entire project will be completed.
7. PRICE. In consideration of the labor, materials, equipment and services to be provided by Contractor under and in accordance with the terms of this Contract, Contractor shall be paid according to the following schedule:

<u>Schedule of Items</u>	<u>Price</u>
1. Mobilization.....lump sum	\$ [REDACTED]
2. Clearing , 4.86 acres, \$ [REDACTED] per acre, total lump sum	\$ [REDACTED]
3. Excavation & Embankment, 7,257 cy, \$ [REDACTED] per cy, total lump sum	[REDACTED]
4. Culverts, 600LF design, \$ [REDACTED] per LF installed, actual quan.	[REDACTED]
(Contractor will be paid according to actual lineal feet of pipe installed.)	
5. a. Silt Fence, 250 LF design, \$ [REDACTED] per LF installed, actual quan.	\$ [REDACTED]
(Contractor will be paid according to actual lineal feet of Silt Fence installed.)	
Total, before tax and before adjustments for Actual Quantities:	\$ [REDACTED]

NOTE:           Blasting of unknown rock not included.  
                   Prices do not include Sales Tax.  
                   Sales Tax will be added according to Kittitas County rates.  
                   Lump Sum pay items will be paid according to Lump Sum Price.  
                   Actual Quantity items will be paid according to actual quantity installed.

6. Additional Work. In the event the Ranch on Swauk Creek, LLC, needs additional work done not included in the above Schedule of Items, such additional work may only proceed with the express instructions of the Engineer. The Engineer for this project is Kenneth C. Ratliff, PE. Such additional work may not exceed ten percent (10%) of the amount in the contract (may not exceed \$5,782.98) without a written change order signed by **Patrick Deneen**. Any additional work shall only be paid according to the following rate schedule:

<u>Equipment</u>	<u>Rate Per Hour</u>
JD 772CH Grader	\$102.50
JD 550 or D3 Cat	\$90.00
D4h Cat 6 way blade & rippers	\$105.00

<u>Equipment</u>	<u>Rate Per Hour</u>
D6R Cat with rippers	\$130.00
370 Excavator with thumb	\$155.00
160 Excavator with thumb	\$115.00
200 LC Excavator with thumb	\$130.00
416C 4x4 rubber tire backhoe	\$75.00
10-12 Yard Dump Truck	\$78.00
10-12 Yard Dump Truck with trailer 7 axles	\$95.00
30 Ton Rock Truck	\$130.00
7 Axle Lowboy	\$110.00
8 Axle Lowboy	\$130.00
Dump Truck w/3 axle tiltbed trailer	\$95.00
Water Truck	\$80.00
Drill- Self Contained	\$120.00
84" Smooth Drum Vibratory Roller	\$97.50
Laborer	\$32.50
Skilled Laborer	\$42.50
Powder Laborer	\$47.50
Construction Foreman	\$47.50
Operator's Attendant (for L&I)	\$22.50
Hand Falling	\$57.50

8. Progress Payments. Contractor shall submit an itemized invoice by the 25<sup>th</sup> of each month for progress payment. The invoice shall clearly show each pay item from the Schedule of Items, the percent completed per item by the invoice date, the total amount completed in the contract for payment, and the net amount due for the current payment (subtract all prior payments).

All progress payment will have 10% withheld from payment as a performance deposit. Such performance deposit shall be paid only when project is complete and has passed final inspection by the engineer and final approval by the owner.

9. INSURANCE- Contractor shall procure and maintain in force general liability (bodily injury/property damage) employers liability and workers compensation insurance for the Contractor and Contractors employees. Said policies shall have liability limits of not less than the following:

GENERAL LIABILITY OCCURRENCE:	\$1,000,000
AGGREGATE:	\$2,000,000
EMPLOYERS LIABILITY (STOP GAP)	\$1,000,000
AUTO LIABILITY	\$1,000,000

Contractor must also provide a Certificate of Insurance showing the Ranch on Swauk Creek, LLC, as an additional insured on a primary basis.

10. **CLEANUP AND SAFETY RULES-** Contractor is responsible for maintaining a safe work environment. Contractor is liable for any hazardous items or materials left by him or his crew on the property. Contractor is also liable for any incidents resulting from hazardous items or materials left by him or his crew on the job site. Should the Ranch on Swauk Creek, LLC be penalized and/or fined by the Department of Labor and Industries for the contractors act, omission, or negligence, the contractor will be held responsible for all such penalties. Contractor will receive a fax of violations of any safety standard done by contractor. The Ranch on Swauk Creek, LLC will discuss any fines with contractor before deducting them from the final payment for work completed.
  
11. **HOLD HARMLESS AND INDEMNIFICATION-** Contractor shall be responsible for all consequential damage resulting from deficiencies in his work and agrees to hold harmless and indemnify the Ranch on Swauk Creek, LLC from any claims, suits, losses, or damages resulting from deficiencies in his work, the materials used therein and damages resulting there from.
  
12. **FIRST RIGHT TO CURE-** In the event there is an alleged Construction Defect in the work performed by the contractor under this agreement, the parties agree that the contractor shall have the first right to cure any such alleged defect. The party alleging such defect shall have the obligations to notify the contractor in writing setting forth the details of such alleged defect. The contractor shall have a period of not more than 45 days to cure such alleged defect.

The parties agree that this process shall first be exhausted before any other legal or equitable remedy may be sought.

**THIS CONTRACT IS ACKNOWLEDGED AND EXECUTED AS OF THE DAY SET FORTH ABOVE:**

By: \_\_\_\_\_  
 Ranch on Swauk Creek, LLC  
 P.O. Box 808  
 Cle Elum, WA. 98922  
 (509) 649-2703

By: \_\_\_\_\_  
 Contractor  
 \_\_\_\_\_  
 Company

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## SWAUK ROAD "B" SPECIFICATIONS

GENERAL -Road will be built in summer 2006, providing access to saddle near rock pit and future access for residential development.  
-Specifications are referenced from the "Standard Specifications for Road, Bridge, and Municipal Construction", 2006 edition, by the Washington State Department of Transportation.

STAKING Will be done by owner.

### SCOPE OF THE WORK 1-04

The intent of the contract is to prescribe a complete work. Omissions from the contract of details of work that are necessary to carry out the intent of the contract shall not relieve the contractor from performing the omitted work.

The work shall include all materials, labor, supervision, equipment, tools, insurance, and other items required to furnish and install all Clearing, Grubbing, and piling of all vegetation outside the clearing limits, excavation, compacted embankments to a completed subgrade, with ditches and cross drain culverts, seeding, and temporary erosion and sediment control for SWAUK ROAD "B" as described in the plans and staked on the ground.

Contractor shall build the road to subgrade under this agreement, including all designated pipes, drainage structures, and silt fences and other erosion control provisions. Aggregate for surfacing, rock for riprap, are not a part of this agreement.

### CLEARING 2-01

Contractor shall reference the following DOT specifications, with modifications as stated:

- | 2-01.1    | Description   |
|-----------|---|
| 2-01.2    | Disposal of Usable Material and Debris. <i>Exception- All merchantable logs shall be bucked to the most appropriate commercial lengths and decked adjacent to the clearing for later haul by the owner.</i>   |
| 2-01.2(2) | Disposal Method No. 2- Waste Site. <i>Exception- All stumps shall be grubbed from the top of cut to bottom of fill. Contractor shall pile all slash, wood, brush, and debris in piles outside the clearing limits. Remove all wood down to 6", remove brush also.</i> |
| 2-01.3(1) | Clearing (See exceptions listed above.)   |
| 2-01.3(2) | Grubbing (See exceptions listed above.)   |

ROADWAY EXCAVATION & EMBANKMENT 2-03

2-03.3(14)B Earth Embankment Construction *(No exceptions.)*

2-03.3(14)C Compacting Earth Embankments- Method A *(compaction with earth moving equipment, cut and fill slopes smoothed and finished.)*

2-03.3(14)D Compaction and Moisture Control Tests *(Contractor's responsibility)*

CULVERTS (entire section) 7-02

***Additional Provisions-***

*-Pipe materials shall be either galvanized steel, aluminum, or corrugated polyethylene, fully conforming to DOT specifications. -*

*-No "dimple" bands are allowed.*

*-Pipe inlets shall have sufficient inlet basin to not encroach onto road traveled way.*

*-All pipe trenches shall be compacted to 95% density.*

*-All pipes shall be installed with positive camber, there shall be no sags in any pipe.*

*-Pipe zone backfill material shall be free of rocks larger than 4 inches in dimension. Native material meeting this standard is allowed.*

EROSION CONTROL AND ROADSIDE PLANTING 9-14

***Silt Fence-*** *Will be included on a unit price basis on this contract, installed in locations to be designated by the engineer.*