

H 50.  
ck # 2817  
10/15/12  
URJ



**Water Resources Program**  
**Request for Determination of Water Budget Neutrality**

SURFACE WATER       GROUND WATER

Please ensure that the form is completely filled out.  
Incomplete forms will lead to longer processing times, and may be rejected.

**Section 1. APPLICANT**

Applicant/Business Name: J. Sam and Claudette Maybo	Phone No: 425-743-3221 Home	Other No: 425-218-9662 Cell
Address: 5607 169 <sup>th</sup> PL SW		
City: Lynnwood	State: WA	Zip: 98037-2850
Email Address (optional): sammaybo@msn.com		

Contact Name (if different from above): Jason McCormick Project Manager, Washington Water Trust	Phone No: 509.607.3513	Other No: 509.925.5601
Relationship to Applicant: Consultant to the Estate of Harry Masterson		
Address: 103 East 4 <sup>th</sup> Avenue, Ste 203		
City: Ellensburg	State: WA	Zip: 98926
Email Address (optional): jason@washingtonwatertrust.org		

**Section 2. STATEMENT OF INTENT**

Briefly describe the purpose of your proposed project: Water supply for a three bedroom cabin and small outside garden area.

Anticipated length of time to complete your project: 5-20 years

Is this for an existing use, established prior to July 16, 2009? \_\_\_ Yes X No

If yes, when was the water first regularly and beneficially used? \_\_\_\_\_

For Ecology Use	APPLICATION NO: <u>64-35587</u>	SEPA: Exempt/Not Exempt
	Fee Paid: <u>50.00</u>	Check No: <u>2817</u> <u>10-15-2012</u> ECY Coding: 001-001-WR1-0285-000011
Date Returned	By	Priority Date <u>10-15-2012</u> By <u>[Signature]</u> WRIA: <u>39 Kitt</u>

**Water Use:** List all proposed uses and the quantity required for each. (For example: domestic, group domestic, lawn or commercial garden, municipal water supply, stock watering or industrial.)  
 Approximately 350 gallons/day for domestic  
 Approximately 150 gallons/day for lawn and/or small non-commercial garden up to 500 sq ft.

Purpose(s) of Use	Rate (check one box only)	Total Water Use* in Acre-Feet per Year (AF/YR) (If known)	Period of Use (Continuously or Seasonal)
	<input type="checkbox"/> Cubic Feet per Second (CFS) <input checked="" type="checkbox"/> Gallons per Minute (GPM)		
Domestic	10 GPM	392	Continuously
Lawn/garden	10	022	Seasonal
<b>TOTAL:</b>			

\*Total water use is the total quantity of water required for each use. (1 acre-foot = 325,851 gallons). For example calculations, located at:  
<http://www.ecy.wa.gov/programs/wr/cro/wtrxchg.html>

**Section 3. POINT OF DIVERSION OR WITHDRAWAL**  
 Complete A or B, and C below

A.) If Surface Water Source	B.) If Ground Water Source
<input type="checkbox"/> Spring <input type="checkbox"/> Creek <input type="checkbox"/> River <input type="checkbox"/> Lake <input type="checkbox"/> Other: _____ Source Name: _____ Tributary to: _____ Number of proposed diversion points: _____ Do you have an existing diversion? <input type="checkbox"/> YES <input type="checkbox"/> NO	Do you have an existing well? <input checked="" type="checkbox"/> "YES" <input type="checkbox"/> NO <input type="checkbox"/> Well(s) <input type="checkbox"/> Other: _____ Existing well diameter & depth: <u>8 inch diameter drilled 440 ft.</u> If available, attach Water Well Report and pump test. Well Tag ID No. <u>AKW662</u> Number of proposed points of withdrawal: <u>One</u>

**C.) Point of Diversion/Withdrawal – Legal Description**

Parcel No.	¼	¼	Section	Township	Range	County
554935	S	NE	23	20	16	Kittitas
Lot(s)	Block(s)		Subdivision			

If available, GPS (Global Positioning System) device location:  
 Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
 Datum and units (for example NAD83 and decimal degrees, etc): \_\_\_\_\_ (required for all GPS locations)  
 If known, enter the distances in feet from the point of diversion or withdrawal to the nearest section corner:

\_\_\_\_\_ Feet ( North/ South) and \_\_\_\_\_ feet ( East/ West)  
 from the (NW SW NE SE  \_\_\_\_\_) corner of Section \_\_\_\_\_.

*NOTE: If more than one point of diversion/withdrawal, attach additional information on a separate sheet of paper. A map identifying the well location within the parcel is required for all existing wells proposed for use under this request (see below).*

**Attach a map of your project showing the point of diversion/withdrawal and place of use. If platted property, be sure to include a complete copy of the plat map. Please ensure that the well location and parcel number listed in Section 3 matches the well location on the site map and on the well log. If there are any differences please provide an explanation on a separate sheet of paper. Unclear well locations may cause delays in processing the request.**

Section 4. WATER SYSTEM INFORMATION	
Complete A or B, C, D, E and F below	
<b>A.) Domestic Water Systems only</b>	<b>B.) Municipal Water Systems only</b> <i>(defined under RCW 90.03.015)</i>
Projected number of connections to be served: <u>One</u>	Present population to be served water: _____
Type of connections: <u>recreational cabin</u> <i>(e.g., home, recreational cabin)</i>	Estimate future population to be served: _____ (20 year projection)
C.) Water System Planning	
Do you have a Water System Plan approved by the Washington State Department of Health, Drinking Water Division? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If yes, date plan was approved ____/____/____ Water System Number: _____	
Name of water system: _____	
Are you within the service area of an existing water system? <input type="checkbox"/> YES <input type="checkbox"/> "X" NO	
If yes, explain why you are unable to connect to the system: _____	
_____	
_____	
_____	
_____	
D.) On-Site Septic	
Will there be an on-site septic system? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, please provide a copy of the property covenant that restricts or prohibits trees or shrubs over the septic drain field.	

5

**E.) Sanitary Sewer System**

Will domestic wastewater be discharged to a sanitary sewer system?  YES  NO

If yes, please provide a copy of the sewer utility agreement that serves the proposed project.

**F.) Irrigation**

Total number of acres requested to be irrigated under this application = \_\_\_\_\_ Acres or 500 square feet  
 NOTE: Outline the area to be irrigated on your attached map. (1 acre = 43,560 square feet)

**Section 5. MITIGATION**

To request a determination of Water Budget Neutrality under Chapter 173-539A WAC, the applicant must identify an existing trust water right or pending application to place a water right in trust. The trust water right(s) must:

- Contribute an equal or greater amount to Yakima River flow during the irrigation season, as measured at Parker.
- Have a priority date earlier than May 10, 1905.
- Be eligible to be used for instream flow protection and mitigation of out-of-priority uses.

**A) Existing Trust Water Right**

Please identify existing trust water right(s) for use as mitigation.

Water Right No.	Rate (check one box only)	Acre-Feet per Year (AF/YR) (if known)	Priority Date
	<input checked="" type="checkbox"/> Cubic Feet per Second (CFS) <input type="checkbox"/> Gallons per Minute (GPM)		
CS4-01467@11sb3a	0.335 cfs – 05/01-09/15 0.045 cfs – 09/16-04/30	49.035 af/yr - 05/01-09/15 0.075 af/yr – 09/16-04/30	June 30, 1883
<b>TOTAL:</b>		<b>49.11 af/yr</b>	

**B) Proposed Trust Water Right Application**

Please identify the pending application(s) to place a water right(s) into trust for use as mitigation.

Water Right No.	Rate (check one box only)	Acre-Feet per Year (AF/YR) (if known)	Priority Date
	<input type="checkbox"/> Cubic Feet per Second (CFS) <input type="checkbox"/> Gallons per Minute (GPM)		
<b>TOTAL:</b>			

**C) Quantity of Trust Water Right(s) listed in Section 5 (A) and (B) Acquired for Mitigation**

Please list the specific quantity in AFY of Trust Water Right(s) listed in Sections 5(A & B) that have been acquired to offset consumptive use associated with this proposed new use of groundwater: 0.137 AFY

Note: You may wish to refer to the online water use calculator for example consumptive use calculations:  
<http://www.ecy.wa.gov/programs/wr/cro/wtrxchg.html>  
 Additional information regarding consumptive use can be found in Chapter 173-539(A)-050(3) WAC.

**Section 6. PLACE OF USE**

Attach a copy of the legal description of the property (on which the water will be used) taken from a real estate contract, property deed or title insurance policy, or copy it carefully in the space below.

See Exhibit D in Attachment A						
½	¼	Section	Twp.	Range	County	Parcel No.
S	NE	23	20	16	Kittitas	554935

**Section 7. REQUIRED SIGNATURES**

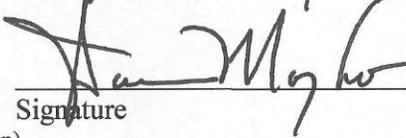
I certify that the information provided in this application is true and accurate to the best of my knowledge. I understand that in order to process my request, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though employees of the Department of Ecology may have assisted me in the preparing this application, I am fully responsible for the accuracy of the information provided.

J. Sam Maybo  
 Print Name  
 (Applicant or authorized representative)

  
 Signature

10/11/2012  
 Date

J. Sam Maybo  
 Print Name  
 (Land Owner, if seeking to use the ground water exemption)

  
 Signature

10/11/2012  
 Date

**Submit this form to:**  
 DEPARTMENT OF ECOLOGY  
 WATER RESOURCES PROGRAM  
 CENTRAL REGIONAL OFFICE  
 15 W. YAKIMA AVE, SUITE 200  
 YAKIMA, WA 98902-3452

**GROUNDWATER MITIGATION CONTRACT**

This Groundwater Mitigation Contract ("Agreement") is entered into and effective this 4<sup>th</sup> day of October, 2012, between the ESTATE OF HARRY MASTERSON ("MASTERSON RANCH"), as Seller, whose address is 381 MASTERSON ROAD, CLE ELUM, WA 98922, and J. SAM MAYBO and CLAUDETTE M. MAYBO, as Buyer, whose address is 5607 - 169<sup>TH</sup> Place S.W., Lynnwood, WA 98037-2850.

**I. RECITALS**

1.1 This Agreement concerns certain surface water rights from the Teanaway River, which are described in Exhibit A and referred to in this Agreement as the "Trust Water Rights." Masterson Ranch has transferred the Trust Water Rights to the State Trust Water Right Program to be used for water banking purposes under Chapter 90.42 RCW. The Trust Water Rights can be used to provide mitigation for consumptive water uses associated with domestic water use and incidental irrigation for lawn and noncommercial garden use ("Consumptive Water Use").

1.2 Buyer owns real property in Kittitas County, Washington, legally described in Exhibit B and referred to in this Agreement as "Buyer's Property." Buyer desires to obtain mitigation for Consumptive Water Use impacts associated with the development of Buyer's Property.

1.3 Masterson Ranch is willing to provide mitigation for Consumptive Water Use on Buyer's Property, as provided in this Agreement.

**II. AGREEMENT**

In consideration of the foregoing and the performance of mutual covenants herein, the parties agree as follows:

2.1 **Sale of Mitigation Water Supply.** Masterson Ranch agrees to sell to Buyer, and Buyer agrees to purchase from Masterson Ranch, a beneficial interest in a portion of Masterson Ranch's Trust Water Rights, as mitigation for Consumptive Water Use impacts associated with development of Buyer's Property, under the terms and conditions provided under this Agreement. Buyer requests and Masterson Ranch agrees to provide Consumptive Water Use mitigation necessary to mitigate the following uses:

One residential unit, connected to approved septic system

Irrigation of 500 square feet of lawn or noncommercial garden

2.2 **Purchase Price.** As consideration for the Groundwater Mitigation Certificate provided to Buyer under this Agreement, Buyer agrees to pay to Masterson Ranch the sum of PURCHASE PRICE Forty Five Hundred Dollars (\$4500.00) per residential unit with irrigation, for a total of Forty Five Hundred (\$4500.00) ("Water Price") plus all Transactional Costs (defined below), which together shall be referred to herein as the "Purchase Price." "Transactional Costs" to be paid by Buyer include Washington State and Kittitas County real estate excise taxes, County and State permit processing fee (if applicable), the escrow fee, Seller's agent fee, subdivision guarantees, and document preparation and recording fees, and all costs associated with seeking approval from Ecology for a Water Budget Neutral Determination or Water Right Permit, a Water Availability Determination and Well Site Inspection/Well Site Review from Kittitas County, if required, and an Ecology/USBR Exchange Contract Fee, if

required, as estimated on Exhibit C. A Seller's Estimate of Closing Costs is attached to this Agreement as Exhibit C and incorporated by reference.

**2.3 Down Payment; Payment of Purchase Price.** Buyer shall, within five (5) days from execution of this Agreement, deposit a down payment in the amount of Three Thousand Dollars (\$3,000.00) in an escrow account with Stewart Title of Kittitas County, located at 208 W. Ninth Suite 6, Ellensburg, WA 98926 ("Stewart Title"). Buyer shall deposit the balance of the Purchase Price in good funds to the escrow account no later than twenty four (24) hours prior to Closing.

**2.4 Groundwater Mitigation Certificate.** No later than seven (7) days prior to Closing as provided under this Agreement, Masterson Ranch will deliver to escrow a "Groundwater Mitigation Certificate", which demonstrates the availability of mitigation for the contemplated Consumptive Water Use on Buyer's Property as provided in this Agreement. The Groundwater Mitigation Certificate will be in a form that is suitable for recording with the County Auditor. The Groundwater Mitigation Certificate will remain appurtenant to the Buyer's Property and title to the Groundwater Mitigation Certificate will run with the land.

**2.5 Closing.** Closing shall take place in the offices of Stewart Title, no later than thirty (30) days from the date Ecology conditionally approves Buyer's application for a Water Budget Neutral Determination or Water Right Permit. At Closing, the Groundwater Mitigation Certificate will be delivered from escrow to Buyer, and the balance of the Purchase Price, after costs, shall be delivered from escrow to Masterson Ranch. Promptly after the Closing, Stewart Title shall cause the Groundwater Mitigation Certificate to be recorded in Kittitas County and after recording, the recorded Groundwater Mitigation Certificate shall be forwarded to Buyer. Except as otherwise provided in this Agreement, sale of the Groundwater Mitigation Certificate is without recourse after Closing.

**2.6 Cancellations; Buyer's Recourse.** At any time prior to Closing, Buyer may, through written document tendered to Stewart Title and to Seller, terminate this Agreement: (a) based on Buyer's due diligence investigation of the suitability, fitness and/or adequacy of such groundwater for Buyer's intended uses; or (b) because Buyer has not received a Water Budget Neutral Determination, Water Right Permit, or Groundwater Mitigation Certificate within a reasonable amount of time, upon terms or conditions that Buyer deems acceptable. In the event that Buyer timely tenders such written notice of termination to Masterson Ranch and Stewart Title, Buyer shall receive a full refund of all amounts in escrow, including the down payment, less any documented costs actually incurred and paid by Masterson Ranch in reliance upon this Agreement (i.e. application fees, escrow fees, title report, and a reasonable processing fee not to exceed Five Hundred Dollars (\$500.00)).

**2.7 Buyer's Obligations.** No later than fourteen (14) days after the date of execution of this Agreement, Buyer shall apply, in cooperation with Masterson Ranch, to Ecology for approval of a Water Budget Neutral Determination or a Water Right Permit for the contemplated Consumptive Water Use on Buyer's Property. Buyer and Masterson Ranch shall cooperate in good faith and in every proper and legal way to seek Ecology approval for Buyer's application.

After Closing, Buyer and its heirs, personal representatives, assigns and other successors-in-interest shall utilize Consumptive Water Use for which mitigation is provided under the

Groundwater Mitigation Certificate only on Buyer's Property and in a manner consistent with Buyer's ownership of a Groundwater Mitigation Certificate as provided under this Agreement.

**2.8 Property Inspection.** During the term of this Agreement, and prior to final approval by Ecology of a Water Budget Neutral Determination or a Water Right Permit for the contemplated Consumptive Water Use on Buyer's Property, Masterson Ranch and its employees, representatives, and agents shall have the right to enter upon Buyer's Property for purposes of inspection of any existing or proposed well location and other water uses on Buyer's Property. Masterson Ranch shall indemnify, defend, and hold harmless Buyer from and against any injury, harm, damages, or claims that arise from the presence of Masterson Ranch or its employees, representatives, and agents on Buyer's Property pursuant to this Agreement.

**2.9 Buyer's Representations and Warranties.** Buyers represents and warrants to Masterson Ranch that Buyer has made, or will have made by closing of escrow, such independent investigation of the groundwater mitigation (provided to Buyer under this Agreement or other authorization) that Buyer deems necessary or appropriate to determine the suitability, fitness and/or adequacy of such groundwater mitigation for Buyer's intended Consumptive Water Use on Buyer's Property. Buyer agrees it will not use water on Buyer's Property exceeding the amount for which groundwater mitigation is provided pursuant to this Agreement or to which Buyer is otherwise authorized to use under state law or contract.

**2.10 Masterson Ranch's Representations and Warranties.** The only representations, agreements and warranties made by Masterson Ranch are those set forth in writing in this Agreement. **EXCEPT FOR THESE REPRESENTATIONS, AGREEMENTS AND WARRANTIES SET FORTH IN THIS AGREEMENT, MASTERSON RANCH MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE GROUNDWATER MITIGATION PROVIDED UNDER THIS AGREEMENT FOR ANY PURPOSE.**

### III. GENERAL PROVISIONS

**3.1 Entire Agreement.** This Agreement contains the entire agreement between Masterson Ranch and Buyer with respect to the subject matter contained herein. There are no agreements, promises, assurances, representations, warranties, undertakings or understandings, either written or oral, between the parties other than those set forth in this Agreement.

**3.2 Severability.** The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected thereby.

**3.3 Indemnification.** The parties agree to indemnify and hold each other and their respective officers, employees and agents harmless from any claims of third parties for acts or omissions of either party arising under or related to this Agreement.

**3.4 Assignment.** This Agreement is binding on and accrues to the benefit of Masterson Ranch and the Buyer and their respective successors and assigns. The Buyer may not assign its interest in this Agreement without Masterson Ranch's prior written consent.

**3.5 Default.** If, after expiration of any rescission right period provided for by law, Buyer breaches any covenant or condition contained in this Agreement, the Deposit shall be forfeited to Masterson Ranch as the sole and exclusive remedy available to Masterson Ranch for the default. Masterson Ranch and the Buyer agree that Escrow Agent shall deliver such amount to Masterson Ranch as liquidated damages and not as a penalty.

**3.6 Notice.** Notices under this Agreement shall be in writing directed to the other party at the address shown above, and shall be effective, unless otherwise provided by law, (i) if mailed, on the third day after deposit as registered or certified mail, postage prepaid, (ii) if sent by overnight delivery using a nationally recognized courier service, one business day after or (iv) if sent by personal delivery, upon receipt by the addressee. Either party may change its address for notices by at least five days' advance written notice to the other.

**3.7 Prohibition Against Recordation.** Buyer shall not cause or allow this Agreement, or a short form memorandum or an assignment of this Agreement to become public record without Seller's prior written consent, which consent may be withheld by Seller in its sole discretion.

**3.8 No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture between Masterson Ranch and Buyer.

**3.9 Survival.** All warranties and representations contained in this Agreement shall survive Closing and the execution and delivery of any documents at the Closing date, and shall not be merged into any document delivered by Masterson Ranch or Buyer at the Closing Date. All provisions which contemplate performance after the Closing Date, shall survive termination of this Agreement and the Closing Date, and shall not be so merged.

**3.10 Amendment.** This Agreement may be amended only by an instrument in writing signed by both parties. No changes, alterations or modifications hereto shall be effective unless made in writing and signed by both parties.

3.11 **Waiver.** If either party fails to exercise its rights under this Agreement, it shall not be precluded from subsequent exercise of its rights. A failure to exercise rights shall not constitute a waiver of any other rights under this Agreement.

3.12 **Governing Law.** This Agreement shall be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall lie in Kittitas County, Washington.

*In witness of the foregoing provisions, the parties have signed this Agreement below:*

Kathleen Masterson, Personal Representative

Buyer: J. Sam Maybo

Seller: Kathleen Masterson

Buyer: Claudette Maybo

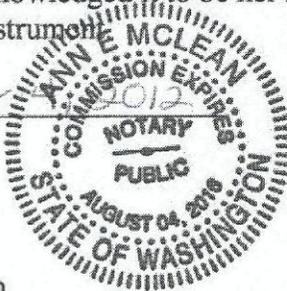
Date:

Date: 10-4-12

State of Washington  
County of Kittitas

I certify that I know or have satisfactory evidence that Kathleen Masterson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated her authority to execute the instrument as the authorized agent of Estate of Harry Masterson, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October

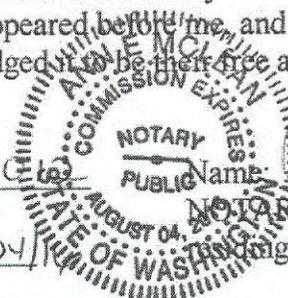


Name: Ann E. McLean  
NOTARY PUBLIC for the State of WA  
residing at Cle Elum  
My appointment expires: 08/04/16

State of Washington  
County of Kittitas

I certify that I know or have satisfactory evidence that J. Sam Maybo and Claudette M. Maybo are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated: October 4, 2012



Name: Ann E. McLean  
NOTARY PUBLIC for the State of Washington,  
residing at Cle Elum

My appointment expires: 08/04/16

**EXHIBIT A – MASTERSON RANCH TRUST WATER RIGHTS**

Name: Estate of Harry Masterson  
Water Right Number: CS4-01467@11sb3a  
Total Consumptive Quantity Available for Mitigation: 36.77 acre-feet  
Priority Date: June 30, 1883  
Source: Teanaway River

**EXHIBIT B – BUYER’S REAL PROPERTY**

**Place of Use**

Kittitas County, Washington, tax parcel No. 554935

Complete parcel description attached as Exhibit D

**EXHIBIT C – SELLER’S ESTIMATE OF CLOSING COSTS**

**Purchase Price**

1 (one) residential unit and 500 square feet of lawn or garden \$4,500.00

**Transaction Costs**

Escrow Fees (payable to Stewart Title) \$351.00

Subdivision Guarantees (payable to Stewart Title) \$179.00

Document Preparation, Processing and Administration  
(Purchase and Sale/Closing Documents, Water Budget  
Neutrality Application Assistance, Groundwater Mitigation  
Certificate, Declaration of Covenant required by WAC 173-  
539A-050) (payable to Seller) \$2,100.00

Teaway Habitat Mitigation Fee (reserved by Seller for  
Ecology) \$500.00

County Recording Fees (payable to Kittitas County Auditor) \$85.00

Real Estate Excise Tax (1.53% of Purchase Price) (payable to  
Kittitas County Assessor) \$70.00

Ecology/USBR Exchange Contract Fee for \$22 per acre  
feet/year for balance of contract term (38 years) (payable to  
Department of Ecology) \$15.00

Transaction Costs Subtotal: \$3,300.00

**Total Funds Required to Close: \$7,800.00**

THE GRANTORS, JAMES R. PETRICK and WALTRUDT M. PETRICK, his wife, for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid, convey and warrant to JOSEPH S. MAYBO and CLAUDETTE MARIE MAYBO, his wife, the following described real estate, situated in the County of Kittitas, State of Washington:

That portion of the south half of the northeast quarter of Section 23, Township 20 North, Range 16 East, W. M., Kittitas County, Washington, more particularly described as follows: Beginning at a concrete monument marked "27," said monument being approximately 2468 feet north and 1249 feet west of the fence corner at the approximate southeast corner of said Section 23; thence west 163.63 feet to a concrete monument marked "25"; thence N1°02'51" E 774.74 feet to a concrete monument marked "22;" thence continuing N 1°02'51" E 157.11 feet; thence due east 30.30 feet to the True Point of Beginning; thence continuing east 658.62 feet to an intersection with a line of four concrete monuments of which the most southerly monument is marked "27;" thence N 30°11'20" E along said line of monuments 185.07 feet; thence due west 748.76 feet to a point N 1°02'51" E of the True Point of Beginning; thence S 1°02'51" W 160.00 feet to the True Point of Beginning.

SUBJECT TO the following restrictions:

That the grantees, their heirs, successors and assigns shall not be entitled to subdivide, sell, transfer or in any way convey the above described property into more than two lots; it being the intention and purpose of this restriction that said property shall not be divided into parcels of less than 2.5 acres. This restriction is a covenant running with the land and shall last for a period of 20 years.

That the grantees, their heirs, successors and assigns shall not build or cause to be placed any building or structure within 150' measured at right angles from the easterly property line of the above-described tract.

2400  
6-28-72  
842  
KITTITAS COUNTY REC  
[Signature]

DATED this 26th day of June, 1972.

[Signature]  
Walttrudt M. Petrick

STATE OF WASHINGTON)  
                  Kittitas ) ss.  
County of King        )