

Development Agreement By and Between

City of Yakima

and

**Apple Tree Construction Company, LLC for
Apple Tree Phase No. 4**

This Development Agreement ("Agreement") is made and entered into between the City of Yakima, a Washington municipal corporation ("City") and Apple Tree Construction Company, LLC, a Washington limited liability company ("Apple Tree" or "Developer").

I. RECITALS

Whereas, the City is a first class charter city incorporated under the laws of the State of Washington and has the authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby to control the use and development of property within its corporate limits; and

Whereas, the City has the authority to enter into development agreements with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170(1); and

Whereas, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement pursuant to RCW 36.70B.170(1); and

Whereas, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

Whereas, Developer is the owner of five parcels of approximately 24.83 acres at the west side of S. 86th Avenue, Yakima, Washington (the "Property"). The Property is legally described as follows:

See Attached Exhibit A., incorporated herein by this reference; and

Whereas, Developer has proposed a 68-lot subdivision comprised of three (3) phases together with three (3) individual plats, authorizing common private interior roadways, gates, and rolled curb and gutter, known as Apple Tree Development—Phase 4; and

Whereas, Apple Tree and City cooperated in a public/private partnership to design and construct public wastewater line and service facilities in order to provide wastewater service to the Ahtanum Sub – Basin. Sewer construction and financing was provided by Apple Tree Partnership pursuant to Sewer Construction and Bond Purchase Agreement dated November 14, 2000. Apple Tree Phase No. 4 is situated within the benefit area and properties subject to agreements with regard to wastewater connections as set forth in the referenced agreement; and

Whereas, pursuant to the Growth Management Act, RCW 36.70A, the City adopted its Yakima Urban Area Comprehensive Plan. Subsequently, the City has revised and updated this plan and has adopted and continues to adopt development regulations to implement the plan, including adoption of Yakima Urban Area Zoning Ordinances, which zoned the property Low Density Residential; and

Whereas, an open record public hearing was held before the City of Yakima Planning Commission on April 12, 2017, (following required public notice) and the Planning Commission issued a Recommendation to the Yakima City Council on April 26, 2017; and

Whereas, City Council held a closed record public hearing and considered the application, record and Planning Commission's Recommendation on June 6, 2017, and approved the subdivision (Resolution R-2017-070); and

Whereas, the parties intend this agreement to guide the current and future uses of the property, and,

Whereas, the City Council, at an open public hearing, authorized the City Manager to sign this development agreement with the developer,

Now, therefore, the parties hereto agree as follows:

II. AGREEMENT

In consideration of mutual benefits, the parties agree as follows:

1. **The Project.** The project or Project is the development and use of approximately 24.83 acres in the City of Yakima. The Apple Tree Development—Phase 4 approval, PLP #002-13 and SEPA #024-13 describe the project as a thirty (30) lot residential development, and four additional tracts to be developed with residential use, all with gated private roads, and as more particularly set forth in the approved preliminary plat of Apple Tree Phase No. 4 ("Subdivision" or "Plat") – Exhibit B. Exhibit B is attached hereto and fully incorporated herein as the proposed development subject to this Agreement.

Apple Tree Phase No. 4 was reviewed and recommended for approval by the City of Yakima Planning Commission as set forth in the Recommendation to the Yakima City Council on April 26, 2017, and the Subdivision was approved by Yakima City Council on June 6, 2017.

The development, as outlined on Exhibit "B" and within the City Council's findings regarding the preliminary plat incorporating the Planning Commission recommendation, meets the minimum lot size and setback requirements for the R-1 zoning district. Consistent with YMC 15.28.035(D), the development will contain adequate infrastructure and landscaping as outlined on the plat.

2. **Subject Property.** The project site is legally described in Exhibit "A" attached hereto and incorporated herein by this reference (sometimes referred to as the "Subject Property" or "Property" herein).

3. **Parties to Development Agreement.** The parties to this Agreement are:

- a) The "City" is the City of Yakima.
- b) The "Developer" is Apple Tree Construction LLC.
- c) "Landowner" or "landowners". From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

4. **Private Undertaking.** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

5. **Development Terms.**

a) **Final Plat - Completion and Recording.** Developer agrees to abide by the terms and conditions established by City for the preliminary plat of Apple Tree Phase No. 4, including construction

(or bonding if approved pursuant to Yakima Municipal Code section 14.05.200) of all infrastructure and improvements described on the preliminary plat plan decisions.

b) Determination of Non - Significance. Developer agrees that the Property shall be used and developed in a manner consistent with the project description in the State Environmental Policy Act (SEPA) Determination of Non -Significance issued by the City of Yakima on April 11, 2014 (File No. SEPA #024-13), and incorporated herein by this reference as if set forth in full (the "DNS").

c) Gate and Interior Roads. Apple Tree Phase No. 4, Phases I, II, and III will be developed as a gated private residential community. Gate location shall be as set forth on attached Exhibit B. Interior roadways (including fire access roads) shall be private and maintained by Apple Tree and/or a homeowners' association established for or by residents of Apple Tree Phase No. 4. In the event Apple Tree and/or a homeowners' association is terminated, disassociated, or ceases to legally exist, the lot owners of Apple Tree Phase No. 4 shall be responsible for the gates and interior roads of the development. The private roadways shall not become public roadways unless they meet all City public road standards and requirements and are accepted by the City Engineer. If the streets are ever made public, all entry and exit gates will be removed.

d) Phased Development. Apple Tree Phase No. 4 is designed as a phased residential development. Development shall proceed at such times and manner as determined reasonable and/or appropriate by Apple Tree and subdivision approval shall continue for the period specified herein. Any residential construction shall be subject to applicable building codes in place at the time a complete building permit application for said construction has been received by the City.

The parties acknowledge that the most efficient and economic development of the Subject Property depends on numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. The parties also acknowledge that the first phase of Apple Tree Phase 4 will provide improvements available to all tracts of land associated with the entire phased development except Tract "D" and the improvements necessary for Tract "D" shall be constructed prior to, or at the time of development of Tract "D" as required.

e) Wastewater Connections. Developer acknowledges and agrees that it shall participate in the development and costs associated with all wastewater connections and necessary infrastructure as required under the Sewer Construction and Bond Purchase Agreement, dated November 14, 2000, which is fully incorporated herein.

That Agreement states that during the first 40 years of the Sewer Construction and Bond Purchase Agreement (so until November 13, 2040), the Developer shall not be charged for the future portion of the Trunkage Element found in YMC 7.58.060 as it existed at the time of the Agreement, and that the historic portion of the Trunkage element, which must be paid, is set at the rate in effect, by City ordinance on May 27, 1988.

That Agreement, in part, also states that the Developer will not be charged Collection Element, defined as: "that portion of the Connection Charge, as defined in Section 7.58.070 of the YMC and designated 'Base Collection Pipes Charge' ... [consisting of the] equitable share (historic) and actual cost (future)" for any current or future development where it constructs the wastewater collection system at its own expense.

As of the date of this Development Agreement the base rate for properties subject to the Sewer Construction and Bond Purchase Agreement is \$813.93, not including tax. This base rate will continue through this Development Agreement, pursuant to the Sewer Construction and Bond Purchase Agreement, and if the Developer is the connecting party and has built its own collection pipe.

All charges not specifically waived in the Sewer Construction and Bond Purchase Agreement shall be paid by the developer and/or landowner, such as taxes and fees.

f) Water Connections and Other Development Costs. Developer is responsible for all costs of development and the costs of the requirements outlined in the development permit decision approved by the City Council, other than as specifically stated herein.

g) Permitted Uses and Development Standards. The permitted uses, density and intensity of use, the maximum height and size of proposed buildings, and the construction, installation and extension of public improvements shall be those set forth in this Agreement; the permits, agreements and approvals identified herein; and all exhibits incorporated herein.

6. Term. This Agreement shall continue in force for a period of thirty-five (35) years unless extended or terminated as provided herein or when the property has been fully developed in accord with the preliminary plat, whichever first occurs. Termination of this Agreement shall not affect any of Developer's obligations herein which expressly or by implication are to continue after the termination of this Agreement; notwithstanding the generality of the foregoing, the parties expressly agree and covenant that the streets within Apple Tree Phase 4 shall be required to be private and shall not be accepted by the City of Yakima as public streets unless, prior to any public dedication of the private streets in the development, the streets are reconstructed to meet the City street standards at the expense of either the Developer, a homeowners' association, or the property owners, as the case may be.

7. Vesting. The subdivision shall be vested to development regulations, standards, conditions, and laws applicable at the time this Development Agreement is recorded, inclusive of specific conditions and standards set forth in said Development Agreement. The vesting period shall be for the Term of the Agreement, unless sooner terminated in accordance with the terms herein. During the stated vesting period the applicant shall be entitled to implement the Subdivision in accordance with the terms and conditions of approval set forth herein. The City and Developer agree that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

8. City's Reservation of Rights. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170. Provided, however, that this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City the authority which is prohibited by law from being subject to the mutual agreement with consideration of parties acting under Ch. 36.70B RCW. Without limitation, this shall include the right of the City to impose new or different conditions on the property to the extent required by a serious threat to public health and safety or as required by law.

9. Default/Notices. No party shall be in default under this Agreement unless it has failed to perform as required for a period of thirty (30) days after written notice of default to the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. The party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation, damages, specific performance or writs to compel performance or require action consistent with this Agreement.

10. Assignment of Interests, Rights and Obligations. This Agreement shall be binding and inure to the benefit of the parties. No party may assign its rights under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of Developer and the City.

11. Appeals. In the event that any of the permits or approvals associated with the proposed development, including but not limited to SEPA determinations, preliminary plat, or planned development approval, are or may be appealed, then in that event, the City's obligations under this Agreement, and under the above-referenced development entitlements, shall be suspended, and may be terminated upon

either order of court of competent jurisdiction or mutual agreement of the parties. Developer agrees not to appeal any of the previously required permits or approvals associated with the proposed development, including but not limited to SEPA determinations, preliminary plat, or planned development approval.

12. **Third-Party Legal Challenge.** In the event any legal action or special proceeding is commenced against the City by any person or entity other than a party to this Agreement to challenge this Agreement or any provision herein, including any of the permits, approvals, or entitlements associated with this Agreement, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer, and Developer shall have the sole responsibility for defense of the third-party legal challenge. The tender and acceptance thereof shall relate solely to defense of the claims but shall not include assumption of any municipal liability, obligation or legal responsibility arising from or related to challenged municipal acts or omissions. The Developer shall not settle any such tendered lawsuit without the consent of the City, which consent shall not be unreasonably withheld.

13. **Developer's Warranties and Representations.** Developer represents and warrants to City that Developer has a property interest in the property, and that the covenants and obligations of Developer in this Agreement and in the permits, approvals, and entitlements associated with this Agreement and the proposed development do not violate or constitute a default under or breach of any agreement between Developer and any third party by which Developer is bound. Developer represents and warrants to City that Developer is fully authorized to enter into and perform its obligations under this Agreement. Developer represents and warrants to City that there is neither pending nor, to the knowledge of Developer, any threatened legal action, arbitration or administrative hearing before any governmental authority to which Developer is a party and which could enjoin or restrict Developer's right or ability to perform its obligations under this Agreement.

14. **Modification of an Approved Master Planned Development Overlay.** Modifications to the adopted master development plan and/ or Development Agreement may be required from time to time. Minor modifications will be subject to Type (2) review as defined in YMC Chapter 15.13. The administrative official shall review modifications to adopted master development plan and/or Development Agreement as a minor modification if it has been determined that:

- a) The amendment does not increase the areas identified for any particular land use or increase the residential density approved in the master plan;
- b) The amendment does not increase the total area of nonresidential uses by more than five percent (5%);
- c) The amendment does not materially change the type and character of approved uses;
- d) The amendment does not materially change provisions for parking or traffic circulation within the development;
- e) The amendment does not materially change buffers, setbacks, buffers, landscaping, shoreline, critical areas, or other mitigation measures;
- f) The amendment does not materially impact the overall design of the approved master plan; and
- g) Other similar changes of a minor nature proposed to be made to the configuration, design, layout or topography of the master planned development which are deemed not to be material or significant in relation to the entire master planned development and are determined not to have any significant adverse effect on adjacent or nearby lands or the public health, safety or welfare.

Major modifications will be subject to Type (3) review as defined in YMC Chapter 15.15 and shall be referred to the Hearing Examiner in accordance with YMC 15.15.040. A "major modification" shall be any

modification to an approved development agreement that is deemed to be more significant than a "minor modification" as described hereinabove.

15. **Further Discretionary Action.** Developer acknowledges that the existing land use regulations for the City of Yakima contemplate the exercise of further discretionary powers by the City. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying existing land use regulations as appropriate. These powers may include, but are not limited to, review of additional permit applications under SEPA.

16. **Termination.** This Agreement shall expire and /or terminate as provided below:

a) This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are consistent with such permits and approvals.

b) This Agreement shall terminate upon the expiration of the term identified in Section 6 herein or when the Subject Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

c) **Effect upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

d) **Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (providing that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then-existing planning and zoning laws).

17. **Severability.** If any provision of this Agreement are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law or tribunal with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect.

18. **Agreement to be Recorded.** This Agreement may be modified only by written agreement of the parties hereto. This Agreement or a memorandum thereof shall be recorded against the Property as a covenant with the land which touches and concerns the Property and shall be binding upon the City and Developer, their heirs, successors and assigns, and all future owners of the Property. Developer shall be responsible for the costs of recording. Any approved modifications to this Agreement shall also be recorded against the Property.

19. **Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

20. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Yakima County Superior Court.

21. **Attorneys' Fees.** In the event of any litigation or dispute resolution process between the parties regarding an alleged breach of this Agreement, neither party shall be entitled to any award of attorneys' fees.

22. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties hereto only and is not intended to benefit any other person or entity. No person or entity not a party to this Agreement (other than a subsequent landowner of a lot in the Plat of Apple Tree Phase No. 4) may enforce the terms and provisions of this Agreement.

23. **Integration.** This Agreement, including its recitals which are fully incorporated herein, represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements between the parties, oral or written, except as expressly set forth herein.

24. **Covenants Running with the Land.** The conditions and covenants set forth in this Agreement shall run with the land. Developer and every purchaser, assignee, or transferee of any interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Developer contained in this Agreement, as such duties and obligations pertain to that portion of the Property sold, assigned, or transferred to it.

25. **Notices.** Notices, demands or correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid, first-class mail to the following addresses:

City Manager
City of Yakima
129 North Second Street
Yakima, WA 98902

Apple Tree
Apple Tree Construction Company, LLC
8805 Occidental Avenue
Yakima, WA 98903

Notices to subsequent owners of lots in the Apple Tree Phase No. 4 shall be required to be given by the City only for those owners who have given the City written notice of their address for such notice. A party hereto shall, from time to time, advise the other of new addresses for such notices, demands, or correspondence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth below.

CITY OF YAKIMA

By: _____
Alex Meyerhoff
Interim City Manager

APPLE TREE CONSTRUCTION COMPANY, LLC
a Washington Limited Liability Company

By: John E. Barton
John E. Barton
Managing Member

STATE OF WASHINGTON)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that **JOHN E. BORTON** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of APPLE TREE CONSTRUCTION COMPANY, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 17th day of January, 2020.



Dean R. Crow
Type/Print Name Dean R. Crow
Notary Public in and for the State of Washington residing
at Yakima
My Commission expires 9-20-21

STATE OF WASHINGTON)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that **ALEX MEYERHOFF** is the Interim City Manager of the City of Yakima and the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Interim City Manager of CITY OF YAKIMA be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 2020.

Type/Print Name _____
Notary Public in and for the State of Washington residing
at _____
My Commission expires _____

EXHIBIT 'A'

181206-23025

PARCEL 'B' OF THAT RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE
NUMBER 8020287,
RECORDS OF YAKIMA COUNTY, WASHINGTON.

171201-14012

PARCEL 'E' OF THAT RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE
NUMBER 8020287,
RECORDS OF YAKIMA COUNTY, WASHINGTON.

171201-13013

PARCEL 'F' OF THAT RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE
NUMBER 8020287,
RECORDS OF YAKIMA COUNTY, WASHINGTON.

181206-23013

BEGINNING 390 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 12 NORTH,
RANGE 18 EAST, W.M., THENCE NORTH 75 FEET; THENCE WEST 284 FEET; THENCE
SOUTH 75 FEET; THENCE EAST 284 FEET TO THE POINT OF BEGINNING, RECORDS OF
YAKIMA COUNTY, STATE OF WASHINGTON.

EXHIBIT 'B'

PLAT OF "APPLE TREE NO. 4"

(A PORTION OF THE NORTHWEST 1/4 SEC. 8
TOWNSHIP 12 NORTH RANGE 18 EAST WM.
AND A PORTION OF THE NORTH 1/2 SEC. 1,
TOWNSHIP 12 NORTH RANGE 17 EAST WM.)

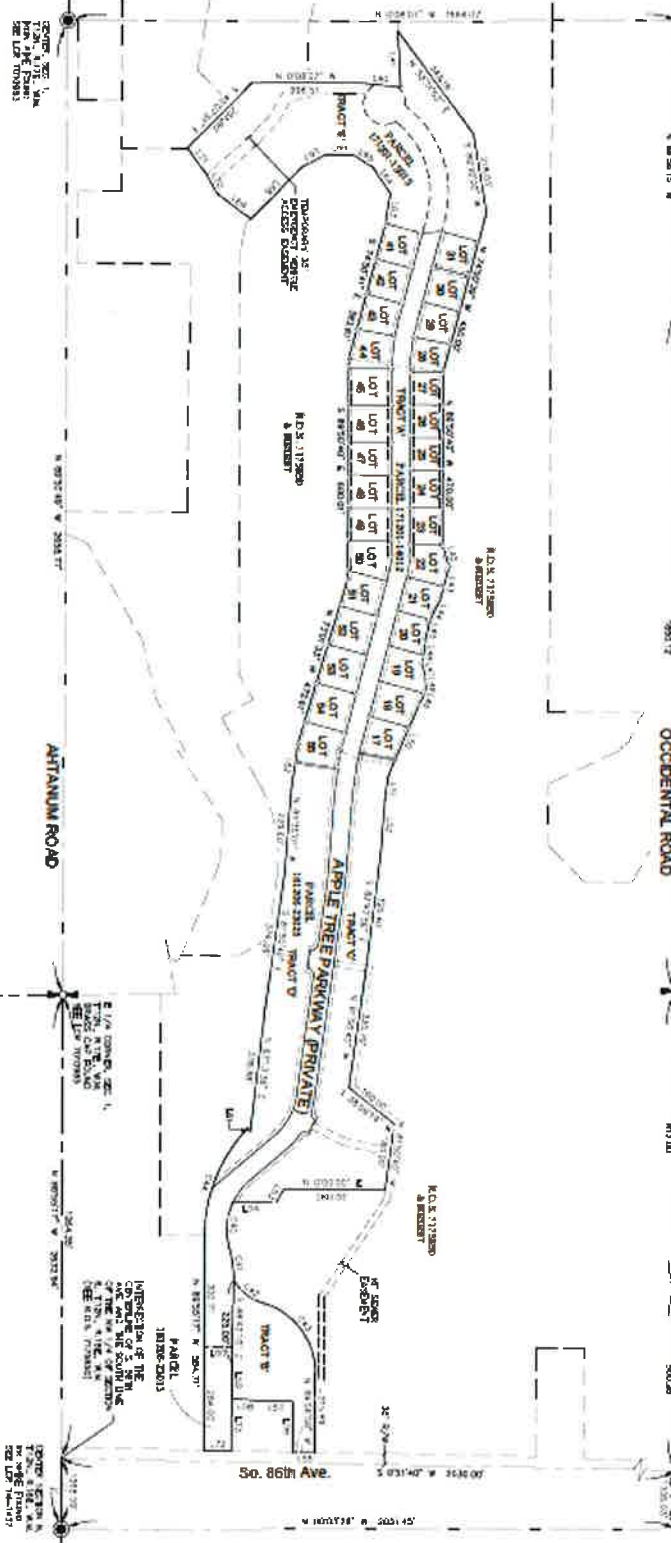


LEGEND: CONVEYANCE
BY INSTRUMENT
1. 1700-0000-0000
2. 1700-0000-0000
3. 1700-0000-0000

LEGEND: CONVEYANCE
BY INSTRUMENT
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2. 1700-0000-0000
3. 1700-0000-0000

LEGEND: CONVEYANCE
BY INSTRUMENT
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3. 1700-0000-0000

LEGEND: CONVEYANCE
BY INSTRUMENT
1. 1700-0000-0000
2. 1700-0000-0000
3. 1700-0000-0000



LEGAL DESCRIPTION

SECTION 1, TOWNSHIP 12 NORTH, RANGE 18 EAST, WM. AND A PORTION OF THE NORTH 1/2 SEC. 1, TOWNSHIP 12 NORTH, RANGE 17 EAST, WM. ACCORDING TO THE PLAT OF "APPLE TREE NO. 4" BY [NAME], A PROFESSIONAL LAND SURVEYOR, INC., DATED [DATE].

YAKIMA COUNTY TREASURER'S CERTIFICATE

I, [NAME], TREASURER OF YAKIMA COUNTY, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED LAND IS THE PROPERTY OF [NAME], AND THAT THE SAME IS SUBJECT TO A MORTGAGE IN FAVOR OF [NAME], AS SHOWN BY THE RECORDS OF THE COUNTY CLERK. DATED THIS [DATE] OF [MONTH] 19[XX].

SURVEYOR'S CERTIFICATE

I, [NAME], A PROFESSIONAL LAND SURVEYOR, INC., DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED LAND IS THE PROPERTY OF [NAME], AND THAT THE SAME IS SUBJECT TO A MORTGAGE IN FAVOR OF [NAME], AS SHOWN BY THE RECORDS OF THE COUNTY CLERK. DATED THIS [DATE] OF [MONTH] 19[XX].

NOTES

1. THE AREA 1 AND 2 LOT, 2000-0000-0000, IS THE PROPERTY OF [NAME].
2. THE AREA 3 LOT, 2000-0000-0000, IS THE PROPERTY OF [NAME].
3. THE AREA 4 LOT, 2000-0000-0000, IS THE PROPERTY OF [NAME].

PARCEL NUMBERS: 171201-13013
171201-14012
161206-3025
161206-3013

HILA
Engineering and Land Surveying, Inc.
2003 East Blvd
Vancouver, WA 98602
Tel: 509-585-3006
www.hilaland.com

DATE	BY	17000
171201-13013	[Signature]	17000
171201-14012	[Signature]	17000
161206-3025	[Signature]	17000
161206-3013	[Signature]	17000

EXHIBIT 'B'

PLAT OF "APPLE TREE NO. 4"

(A PORTION OF THE NORTHWEST 1/4, SEC. 8,
TOWNSHIP 12 NORTH, RANGE 18 EAST, WM,
AND A PORTION OF THE NORTH 1/2, SEC. 1,
TOWNSHIP 12 NORTH, RANGE 17 EAST, WM.)



ADDRESS TABLE

[illegible]**NOTES**

- [illegible]



Engineering and Land Surveying, Inc.

Yakima, WA 98901
 509.586.7100
 Fax: 509.583.3004
 www.helical.com

FILE NO. 100-11040
-IT
DECEMBER 11, 2011
JURY
3 of 4

PARCEL NUMBERS: 171201-13013

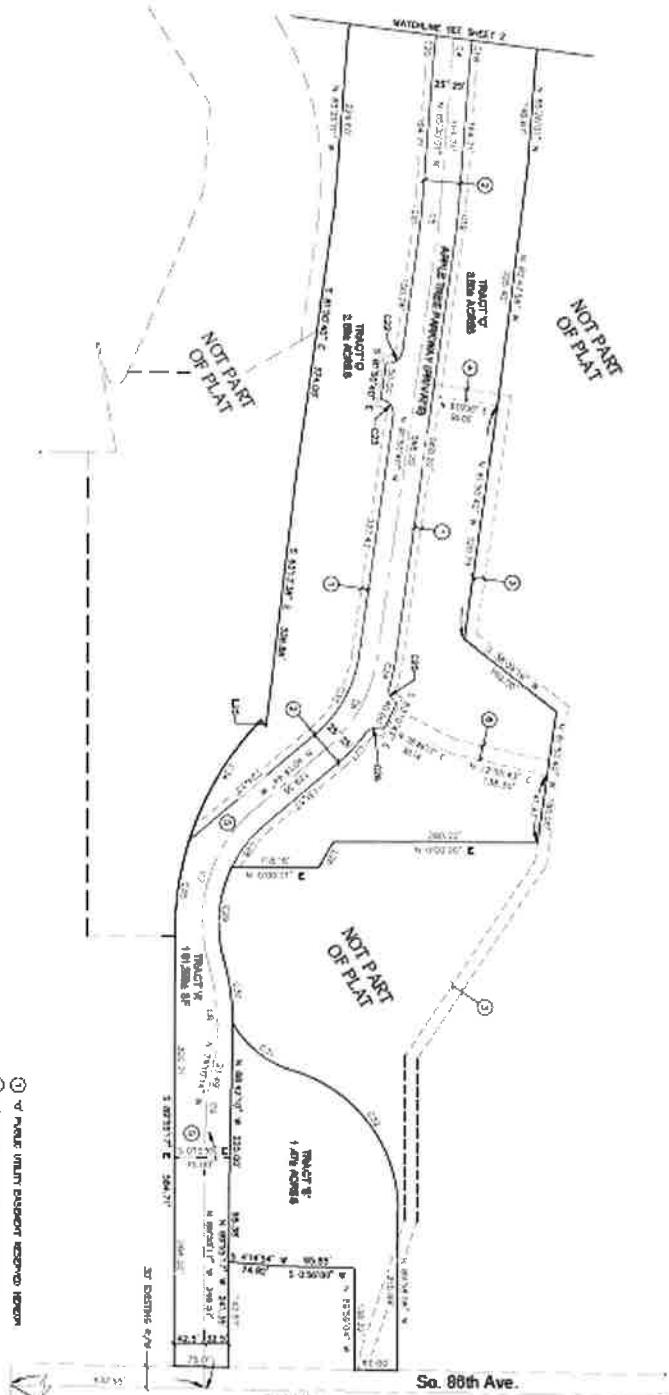
171201-14012
181206-23025
181206-23013

1. ☐ a. **WALK** (MAIN VERB) → **WALKED** (PAST TENSE)
2. ☐ b. **WALK** (MAIN VERB) → **WALKS** (PRESENT TENSE)
3. ☐ c. **WALK** (MAIN VERB) → **WALKING** (PRESENT PARTICIPLE)
4. ☐ d. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
5. ☐ e. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
6. ☐ f. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
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8. ☐ h. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
9. ☐ i. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
10. ☐ j. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
11. ☐ k. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
12. ☐ l. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
13. ☐ m. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
14. ☐ n. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
15. ☐ o. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
16. ☐ p. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
17. ☐ q. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
18. ☐ r. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
19. ☐ s. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
20. ☐ t. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
21. ☐ u. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
22. ☐ v. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
23. ☐ w. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
24. ☐ x. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)
25. ☐ y. **WALK** (MAIN VERB) → **WALKS** (PRESENT PARTICIPLE)
26. ☐ z. **WALK** (MAIN VERB) → **WALKED** (PAST PARTICIPLE)

EXHIBIT 'B'

PLAT OF "APPLE TREE NO. 4"

(A PORTION OF THE NORTHWEST 1/4, SEC. 8,
TOWNSHIP 12 NORTH, RANGE 18 EAST, W.M.
AND A PORTION OF THE NORTH 1/2, SEC. 1,
TOWNSHIP 12 NORTH, RANGE 17 EAST, W.M.)



- 1. V. MARK GRANT SURVEY RECOVERED BOUNDARY
- 2. V. MARK GRANT SURVEY RECOVERED BOUNDARY
- 3. DISTANCE OF BOUNDARY FROM ASHLY BOUNDARY
- 4. V. SPUR BOUNDARY RECOVERED BOUNDARY
- 5. PUBLIC UTILITY AND ACCESS BOUNDARY RECOVERED BOUNDARY WITH VARIOUS NOTES
- 6. V. SPUR BOUNDARY RECOVERED BOUNDARY
- 7. V. SPUR BOUNDARY RECOVERED BOUNDARY
- 8. V. SPUR BOUNDARY RECOVERED BOUNDARY
- 9. V. SPUR BOUNDARY RECOVERED BOUNDARY
- 10. V. SPUR BOUNDARY RECOVERED BOUNDARY

PARCEL NUMBERS: 171201-13013
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181206-23013



HILA

Engineering and Land Surveying, Inc.

2800 Blue Bell Blvd.
Virginia, VA 20002
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