

original → 13-20

FEE 22.00  
FILED FOR RECORD

Jeffers Law Firm

AUG 2 11 44 AM '85

BOOK 846 PAGE 158-75  
CHELAN COUNTY AUDITOR  
WENATCHEE, WASH

14-1  
15-62  
SS #876  
SS #400  
18-23-20 G=N  
18-3

BYLAWS OF  
EAGLEROCK WATER ASSOCIATION

PREAMBLE

The following Eaglerock Water Association Bylaws were created to operate the irrigation system of Eaglerock development for the benefit of the property owners. It takes into consideration that each individual lot may have different irrigation needs. These needs vary from watering landscape around the home to pastures consisting of several acres.

The system is engineered to accommodate present and future acreage listed in the Eaglerock Water Association Bylaws. Each share of Wenatchee Reclamation District water will be delivered at the rate of 5.5 gallons per minute twenty-four hours a day, seven days a week, during the Wenatchee Reclamation District's irrigation season. The system is pressure equalized at each out take with a pressure relief valve and flow control valve. The flow control valve regulates the amount of water that can be used at each lot to 5.5 gallons per minute per acre. To insure a quality, standardized, cost effective and immediately useful system, the Association borrowed money to install the Association box on each lot, which box includes a 2" ball valve, a flow and pressure control valve. The Association will collect a Two Hundred Fifty and No/100 Dollar (\$250.00) hookup charge at the time each user begins to draw irrigation water to pay back the aforementioned loan.

The expense of operation and maintenance must be equitably shared and paid on a monthly basis. The only way to do this, outside of metering usage, which is economically impractical, is to assess the acreage that can be irrigated. This is in keeping with the Wenatchee Reclamation District method of charging, which assesses its members an annual fee regardless if the water is used or not.

ARTICLE I

PLAN OF ASSOCIATION

SECTION 1. Name. The name of the Association is

Bylaws

BOOK 846 PAGE 158  
JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW  
317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

8508020022

AUG 2 1985

1 Eaglerock Water Association, herein referred to as the "Asso-  
2 ciation". The principal office of the Association shall be  
located in Chelan County, Washington.

3 SECTION 2. Bylaws Application. The provisions of  
4 these Bylaws implement the Agreement for Distribution of Water  
and Maintenance of Eaglerock Water System, herein referred to as  
5 the "Agreement".

6 SECTION 3. Membership. These Bylaws shall be binding  
7 on the undersigned and all persons, corporations, partnerships or  
8 associations owning or holding an interest in any part of the  
9 property and water rights described in Exhibit A or any property  
10 serviced in the future as indicated in Article I, Section 7, and  
11 the successors, heirs, executors, administrators and assigns of  
12 all of the above. All such persons, corporations, partnerships,  
13 associations, successors, heirs, executors, administrators and  
14 assigns shall be members of the Association. The mere acquisi-  
15 tion of the property with water rights will signify that these  
16 Bylaws are adopted, ratified and will be complied with.

17 SECTION 4. Purposes. This Association is formed for  
18 the purpose of cooperatively and jointly providing maintenance,  
19 repair and operation of the Eaglerock Water System. This Asso-  
20 ciation is not responsible for the installation maintenance, re-  
21 pair or operation of the member's individual lot systems. The  
22 individual users will be responsible for the maintenance, repair  
23 and operation of the individual lot systems.

24 SECTION 5. Duties of Association. This Association  
shall have the duty to install, maintain, repair and operate the  
Eaglerock Water System in order to insure compliance with any  
applicable laws or regulations and to insure that the system is  
capable of delivering irrigation water to members of the Asso-  
ciation. The Association's responsibilities shall include the  
pumping station, water line from the Wenatchee Reclamation Dis-  
trict source to the outlet of the Association valve box and the  
valve box. The valve box will contain a 2" ball valve, a pres-  
sure reducing valve and a flow regulating valve. There will be a  
valve box servicing each lot.

SECTION 7. Duties of Association Members. Each lot  
owner shall put in their own system, which shall include a shut  
off valve at the outlet of the Association valve box. The Asso-  
ciation shall have access to such shut off valve. Owners shall  
drain their system before a date to be set by the Association

Bylaws

BOOK 846 PAGE 159

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW

317 N. Mission, P.O. Box 1888  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

1 each year. The owners may not drain their system into the main  
2 system. Owners may not alter or access the valve box.

3 SECTION 7. Scope of Services. No services shall be  
4 provided to anyone other than members of the Association without  
5 the unanimous approval of the membership. PROVIDED, that the  
6 following parcels of property shall be entitled to hook up to the  
7 system upon obtaining the necessary water rights and complying  
8 with the requirements set forth herein:

- 9 1. All of Grandview Acres, as described in  
10 Exhibit C, attached hereto;
- 11 2. All of Homer Jackson's Short Subdivi-  
12 sion, as described in Exhibit D, at-  
13 tached hereto;
- 14 3. All of Phase III of Eaglerock Subdivi-  
15 sion, as described in Exhibit E, at-  
16 tached hereto;
- 17 4. All of Brian Nelson property, as de-  
18 scribed in Exhibit F, attached hereto;
- 19 5. No more than forty (40) acres of the  
20 Clayton Allen property, as described in  
21 Exhibit G, attached hereto.

22 The initial water system is designed to deliver 150  
23 acre shares of water at 35 psi at 1500 m.s.l. The initial system  
24 is designed to handle Phases I and II Eaglerock Subdivision (100  
acres), property 1 and 2 listed above (30 acres) and 20 acres of  
Brian Nelson property listed as Property 4 above.

Since properties 1 and 2 above were included within the  
initial construction, they shall be required to pay a hookup fee  
of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per  
acre, plus Two Hundred Fifty and No/100 Dollars (\$250.00) per  
lot. The One Thousand Five Hundred and No/100 Dollars  
(\$1,500.00) per lot fee shall be paid to Eaglerock Joint Venture  
as reimbursement for the additional costs of installing a system  
to handle the properties. The Two Hundred Fifty and No/100 Dol-  
lar (\$250.00) fee shall be paid to the Association. If Eaglerock  
Joint Venture installs or lends the money to install the Asso-  
ciation boxes, the Association will reimburse Eaglerock Joint  
Venture the Two Hundred Fifty and No/100 Dollars (\$250.00).

BOOK 846 PAGE 160

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW  
317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

Bylaws

- 3 -

AUG 0 2 1985

1 Any use of the system to service property 3 above, the  
2 remainder of 4 above and property 5 above may require booster  
3 pumps and extension of the main irrigation line. All design and  
4 installation costs will be paid by the owner of the land served.  
5 The Association will provide the design and installation. The  
6 estimated costs shall be paid before any installation is com-  
7 menced. The Association will be responsible for the Association  
8 box, 2" ball valve, flow and pressure control valves. It will be  
9 reimbursed by the user at the time of hookup in the sum of Two  
10 Hundred Fifty and No/100 Dollars (\$250.00).

11 After hookup, the property owners shall become members  
12 of the Association and shall have all the rights and obligations  
13 of the original members.

14 SECTION 8. Powers. The Association shall have all the  
15 powers conferred by the operation of law, including, but not lim-  
16 ited to the following:

- 17 a. To sue and be sued;
- 18 b. To sell, mortgage, lease and other-  
19 wise dispose of any assets;
- 20 c. To make contracts and guarantees  
21 and incur liabilities; and
- 22 d. To elect or appoint officers and  
23 agents.

## 24 ARTICLE II

### MEMBERSHIP MEETINGS

SECTION 1. Annual Meetings. The first annual meeting  
of the members shall be held the 1st Tuesday in March, 1986, each  
subsequent regular annual meeting of the members shall be held on  
the 1st Tuesday in March of each year thereafter.

SECTION 2. Special Meetings. It shall be the duty of  
the President to call a special meeting of the members as direct-  
ed by resolution of the Board of Directors or upon a petition  
signed by a majority of the membership.

SECTION 3. Notice of Meetings. It shall be the duty  
of the Secretary to mail a notice of the annual or special

BOOK 846 PAGE 161

Bylaws

- 4 -

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW  
317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

AUG 2 1985

1 meetings, stating the purpose thereof, as well as the date, time  
2 and place where it is to be held, to each member not less than  
ten (10) days prior to such meeting.

3 SECTION 4. Quorum. Fifty percent (50%) of the members  
4 present in person or by proxy at any meeting shall constitute a  
5 quorum. If a quorum is not present, the meeting shall be con-  
6 tinued and notice given as for any other meeting. At the con-  
7 tinued meeting, twenty-five percent (25%) of the members present  
8 in person or by proxy shall constitute a quorum.

9 SECTION 5. Voting Power. Members shall have one vote  
10 per lot.

11 SECTION 6. Proxy. Votes may be cast in person or by  
12 proxy.

13 SECTION 7. Action Without Meeting. Any action may be  
14 taken without a meeting if authorized by a writing signed by all  
15 members who would be entitled to vote at a meeting for such pur-  
16 pose.

17 SECTION 8. Procedure for Meetings. Robert's Revised  
18 Rules of Order shall be followed at all meetings.

19 ARTICLE III

20 BOARD OF DIRECTORS

21 SECTION 1. Number and Qualification. The affairs of  
22 the Association shall be governed by a Board of Directors. The  
23 Board of Directors shall have three (3) Directors. The Board of  
24 Directors shall be elected by the members of the Association.  
Each lot shall be entitled to one (1) vote. The Director's terms  
shall be for two (2) years and shall always be offset, so that  
during no year shall it be necessary to elect three (3) new  
members. In the event of a vacancy, the remaining board members  
shall appoint a lot owner to fill the vacancy for the remainder  
of the term.

SECTION 2. Quorum. A majority of the Board of Direc-  
tors shall constitute a quorum.

SECTION 3. Meeting. Meetings of the Board of Direc-  
tors may be held at such time and place within Chelan County as

BOOK 846 PAGE 162

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW

317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3885  
Wenatchee, Washington 98801

Bylaws

AUG 0 2 1985

1 shall be determined from time to time by a majority of the Direc-  
2 tors. Notice of meetings of the Board of Directors shall be giv-  
3 en to each Director, personally or by mail, telephone or tele-  
4 graph, at least three (3) days prior to the day named for such  
5 meeting. Such notice shall state the time, place and purpose of  
6 the meeting. Notice of a meeting may be waived by a Director by  
7 consent in writing or by attendance by the Director at the meet-  
8 ing of the Board.

9 SECTION 4. Action Without Meeting. The Directors  
10 shall have the right to take any action in the absence of a meet-  
11 ing which they could take at a meeting by obtaining the written  
12 approval of all of the Directors. Any action so approved shall  
13 have the same effect as though taken at a meeting of the Direc-  
14 tors.

15 SECTION 5. Powers. The Board of Directors shall have  
16 all the powers conferred upon them by law, including, but not  
17 limited to:

18 a. To exercise all powers, duties and authorities  
19 vested in or delegated to this Association and not reserved to  
20 the membership by the provisions of these Bylaws;

21 b. To exercise all management and control of the  
22 affairs of the Association;

23 c. To make contracts and incur liabilities in  
24 connection with the exercise of any of the powers and duties of  
the Board;

d. To provide or cause to be provided all goods  
and services required by the Bylaws or by law, which the Board,  
in its discretion, deems necessary for the proper operation of  
the Association;

e. To engage the services of a managing agent to  
perform such duties and services as it shall authorize, to fix  
the compensation of such managing agent, and to delegate to any  
managing agent any or all of its powers and duties as the Board  
deems advisable;

f. To designate and remove personnel necessary  
for the maintenance, repair and replacement of any Association  
property;

BOOK 846 PAGE 163

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.

ATTORNEYS AT LAW

317 N. Mission, P.O. Box 1688

Telephone (509) 662-3685

Wenatchee, Washington 98801

Bylaws

- 6 -

AUG 2 1965

1 g. To determine policies and to adopt administra-  
2 tive rules and regulations from time to time as the Board deems  
3 advisable;

4 h. To determine at least annually the monthly  
5 assessments due from each member;

6 i. To render or cause to be rendered statements  
7 of any assessments which remain unpaid by any owner;

8 j. To collect monthly and special assessments  
9 from the members. The procedures for collecting late or delin-  
10 quent payments outlined in Article V, Section 4, shall be fol-  
11 lowed;

12 k. To keep the books, records and papers of the  
13 Association. Such books, records and papers shall be subject to  
14 inspection by any member during reasonable business hours;

15 l. To elect the officers of the Association and  
16 otherwise exercise powers regarding officers of the Association  
17 as set forth in these Bylaws; and

18 m. To maintain insurance as may be deemed advis-  
19 able by the Board.

20 SECTION 6. Compensation. There shall be no compen-  
21 sation paid to members of the Board for acting as such.

22 SECTION 7. Control by Developer. Notwithstanding any  
23 other provision herein, for the first three (3) years from the  
24 date of these bylaws the Eaglerock Joint Venture manager shall  
constitute the entire Board of Directors. During the fourth  
(4th) year, one (1) member of the Board shall be the Eaglerock  
Joint Venture manager and two (2) members shall be elected for  
two (2) year terms. During the fifth (5th) year, the Eaglerock  
Joint Venture manager shall be replaced by a third (3rd) elected  
member who shall also serve for a two (2) year term.

#### ARTICLE IV

#### OFFICERS

SECTION 1. Designation. The principal officers of the  
Association shall be President, Vice-President and Secretary/  
Treasurer, all of whom shall be elected by and from the Board of

BOOK 846 PAGE 164

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW

317 N. Mission, P.O. Box 1688  
Telephone (509) 682-3685  
Wenatchee, Washington 98801

Bylaws

- 7 -

AUG 0 2 1985

1 Directors. The Directors may appoint such other officers as in  
2 their judgment may be necessary.

3 SECTION 2. Removal of Officers. Upon an affirmative  
4 vote of the majority of members of the Board of Directors, any  
5 officer may be removed, either with or without cause, and a suc-  
6 cessor elected by the Directors.

7 SECTION 3. Disbursement of Funds. All checks and or-  
8 ders of payment shall be signed by the President and the  
9 Secretary/Treasurer.

10 SECTION 4. Powers to Contract. Contracts of the Asso-  
11 ciation must be jointly executed by the President and the Secre-  
12 tary.

## 13 ARTICLE V

### 14 ASSESSMENTS

15 SECTION 1. Assessments for Operation, Repair, Mainte-  
16 nance and Replacement. All members are obligated to pay an ini-  
17 tial assessment of Two Hundred Fifty and No/100 Dollars (\$250.00)  
18 per lot. This assessment shall be made only once per lot. All  
19 members are obligated to pay monthly assessments or special as-  
20 sessments imposed by the Board of Directors to meet all operat-  
21 ing, repair and maintenance expenses and for a reserve fund for  
22 replacement. The assessments for the first year after the date  
23 of these Bylaws are set at Six and No/100 Dollars (\$6.00) per  
24 acre per month.

All annual or special assessments will be billed on a  
per acre basis (See attached Exhibit "B")

Individual owners may be assessed damages for any dam-  
age they cause to the system.

SECTION 2. Assessments for Acquisitions or Capital  
Improvements. The Association members are obligated to pay as-  
sessments imposed by the Association to pay for acquisitions or  
capital improvements approved by seventy-five percent (75%) of  
the membership.

SECTION 3. Wenatchee Reclamation District Assessments.  
Each owner shall pay their Wenatchee Reclamation District Assess-  
ments directly. If a failure to pay affects the system, the

BOOK 846 PAGE 165

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.

ATTORNEYS AT LAW

317 N. Mission, P.O. Box 1688

Telephone (509) 862-3685

Wenatchee, Washington 98801

Bylaws

Aug 2 1985



1 Association may pay the assessment and collect the amount paid  
2 immediately using the methods available in Article V, Section 4.

3 SECTION 4. Delinquent Assessments. If a member is  
4 delinquent for a three (3) month period, the Secretary-Treasurer  
5 shall cause to be recorded in the office of the Chelan County  
6 Auditor a lien giving notice of such delinquent sums and other  
7 authorized charges and interest (including the cost of recording  
8 such notice, and reasonable attorney's fees, if any), a suffi-  
9 cient description of the property against which the same has been  
10 assessed, and the name of the record owner or owners thereof.  
11 Liens for assessments may be foreclosed by suit by the officers  
12 acting on behalf of the Association in like manner as a mortgage  
13 of real property. The Association has the option of filing an  
14 action for monies owed in lieu of or in addition to a lien fore-  
15 closure. The Association shall be allowed attorney's fees and  
16 interest at twelve percent (12%) per annum from the date of deli-  
17 quency regardless of the form of collection used.

18 SECTION 5. Non-Profit Operation. The Association  
19 shall be operated on a non-profit basis for the benefit of its  
20 members. Any excess assessments collected by the Association  
21 shall be allocated to the members either as a dividend or as a  
22 credit for the next year's assessments.

23 SECTION 6. Dissolution or Liquidation. In the event  
24 of the dissolution or liquidation of the Association, all members  
shall be liable for any outstanding debts of the Association pro  
rata according to their assessments formula or after all out-  
standing debts of the Association have been paid, any residual  
assets shall be distributed to the members pro rata according to  
that same assessment formula.

## ARTICLE VI

### AMENDMENT TO THE BYLAWS

These Bylaws may be amended by the Association in a  
duly constituted meeting for such purpose and no amendment shall  
take effect unless approved by members representing at least  
seventy-five percent (75%) of all the members. PROVIDED; there  
can be no amendment without the written consent of Eaglerock  
Joint Venture for the first three (3) years following the record-  
ing of this document.

BOOK 846 PAGE 166

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW  
317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

Bylaws

- 9 -

AUG 0 2 1985

ARTICLE VII

MISCELLANEOUS

SECTION 1. Interpretation. When interpreting these Bylaws, the singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

SECTION 2. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

DATED this 1st day of August, 1985.

EAGLEROCK JOINT VENTURE

By Brian Nelson, Manager of Eaglerock Joint Venture

STATE OF WASHINGTON )
COUNTY OF CHELAN ) ss.

ON this day personally appeared before me BRIAN NELSON to me known to be the Manager of EAGLEROCK JOINT VENTURE, who executed the within and foregoing instrument, and acknowledged to me that he was authorized to sign the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of August, 1985.

NOTARY PUBLIC in and for the State of Washington, residing at Wenatchee, WA 98801. Includes notary seal and page numbers 846 and 167.

AUG 2 1985

Eaglerock Subdivision Phases I and II

IN THE COUNTY OF CHELAN, STATE OF WASHINGTON

Those portions of Sections 8 and 17, Township 23 North, Range 20, E.W.M., Chelan County, Washington, described as follows:

The East half of the Southwest quarter of said Section 8, EXCEPT therefrom the following described portion:

Beginning at the Northeast corner of said East half; thence South 88°25'32" West, 1313.83 feet to the Northwest corner thereof; thence South 00°54'31" East along the West line thereof, 894.40 feet; thence North 80°15'00" East, 670.00 feet; thence South 02°29'58" West, 937.00 feet; thence South 46°44'34" East, 507.18 feet to a point on a curve concave to the Northwest from which the center of said curve bears North 42°05'25" West, 120.00 feet; thence 40.00 feet along said curve to the left through 19°05'55" of arc; thence South 61°11'20" East radial to said curve 60.00 feet to a point on a concentric curve having a radius of 180.00 feet; thence 198.64 feet along said curve to the left through 63°13'40" of arc; thence North 34°25'00" West tangent to said curve 228.51 feet; thence South 89°02'58" West, 399.94 feet to the East line of said East half; thence North 00°57'02" West along said line, 1714.88 feet to the Point of Beginning for said exception, ALSO EXCEPT therefrom right of way for county road along the East portion thereof, TOGETHER WITH the Northwest quarter of the Northwest quarter and the East half of the Northwest quarter of said Section 17, EXCEPT from said East half the following described portion:

Beginning at the Southeast corner thereof; thence North 00°05'27" West along the East line thereof 2250.39 feet; thence South 89°19'33" West, 38.00 feet to the Westerly right of way line for a county road known as Crestview Road; thence North 10°00'00" West along said line, 131.73 feet; thence leaving said line South 89°19'33" West 591.71 feet; thence South 00°05'27" East, parallel with said East line, 130.00 feet; thence South 00°22'44" West, 130.88 feet; thence South 03°27'54" West, 236.35 feet; thence South 09°03'14" East, 276.01 feet; thence South 12°34'26" West, 333.70 feet; thence South 43°03'24" West, 229.16 feet; thence South 20°31'41" West, 479.91 feet to a point on the North line of the South half of the Southeast quarter of the Northwest quarter of said Section 17; thence South 89°33'52" West along said line 45.20 feet to a point which is North 89°33'52" East, 250.00 feet from the Northwest corner thereof; thence South 19°13'29" West, 378.36 feet; thence South 31°29'56" West, 240.00 feet to a point on the West line of said East half, from which the Northwest corner of said South half bears North 00°00'04" West, 560.00 feet; thence South 00°00'04" East along said line, 111.22 feet to the Southwest corner of said East half; thence North 89°26'56" East, 1320.26 feet to the Southeast corner thereof and the Point of Beginning for said exception, ALSO EXCEPT therefrom right of way for a county road known as Lovell Road along the West line thereof.



POLICY ISSUING AGENT FOR  
SAFECO TITLE INSURANCE COMPANY  
(End of Legal)

EXHIBIT A

846 PAGE 168

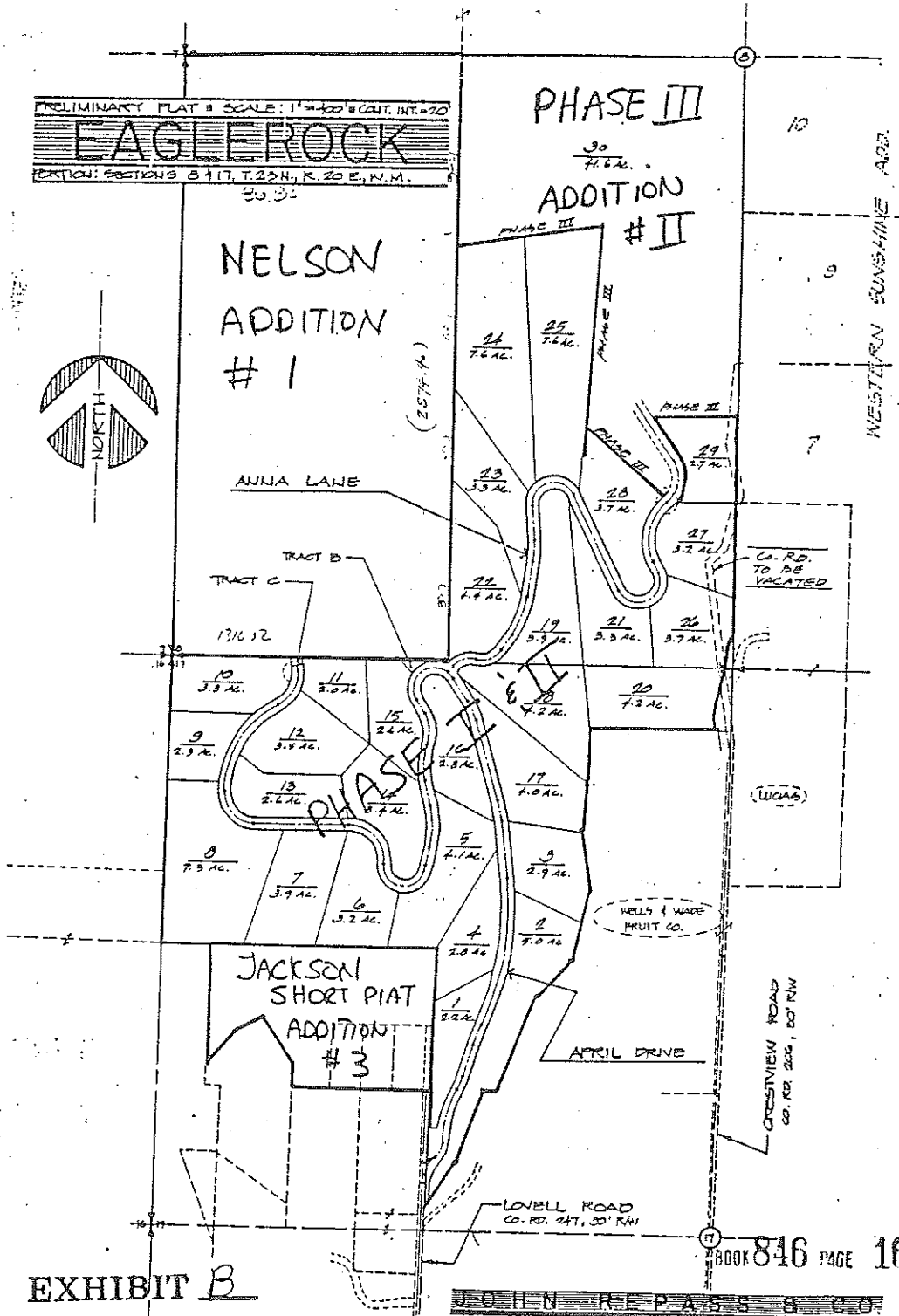
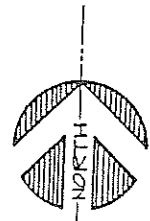
AUG 0 2 1985

PRELIMINARY PLAT # SCALE: 1"=400' CONT. INT. = 20'  
**EAGLE ROCK**  
 SECTION: SECTIONS 8 & 17, T.23N., R. 20E., W.M.  
 20, 31

**PHASE III**  
 30  
 71.6 AC.  
**ADDITION # II**

**NELSON**  
**ADDITION # I**

**JACKSON**  
**SHORT PLAT**  
**ADDITION # 3**



**EXHIBIT B**

BOOK 846 PAGE 169

**JOHN REPASS & CO**  
 130 STATE HWY. 50 # EAST WENATCHEE, WA. # (509) 884-1487  
**LAND SURVEYOR**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

EXHIBIT "C"

Grandview Acres Amended Short Plat, Chelan  
County, Washington, according to the plat  
thereof recorded in Book SP-1 of short plats,  
at page 3, records of said county.

EXHIBIT C  
BOOK 846 PAGE 170

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW

317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

AUG 0 2 1985

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

EXHIBIT "D"

Short Plat No. 400, recorded July 26, 1978,  
under Auditor's No. 789278, being a portion  
of the North half of the Southwest quarter of  
the Northwest quarter of Section 17, Township  
23 North, Range 20 E.W.M., in the County of  
Chelan, State of Washington.

BOOK 846 PAGE 171

EXHIBIT D

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.  
ATTORNEYS AT LAW  
317 N. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801

Aug 15 1978

LAND TITLE COMPANY  
CHELAN-DOUGLAS COUNTY, INC.  
16 SOUTH MISSION STREET  
P.O. BOX 71  
WENATCHEE, WASHINGTON 98801

(509) 663-8555

Eaglerock Subdivision Phase III

IN THE COUNTY OF CHELAN, STATE OF WASHINGTON

That portion of the East half of the Southwest quarter of Section 8, Township 23 North, Range 20, E.W.M., Chelan County, Washington, described as follows: Beginning at the Northeast corner of said East half; thence South  $88^{\circ}25'32''$  West, 1313.83 feet to the Northwest corner thereof; thence South  $00^{\circ}54'31''$  East along the West line thereof, 894.40 feet; thence North  $80^{\circ}15'00''$  East, 670.00 feet; thence South  $02^{\circ}29'58''$  West, 937.00 feet; thence South  $46^{\circ}44'34''$  East, 507.18 feet to a point on a curve concave to the Northwest from which the center of said curve bears North  $42^{\circ}05'25''$  West, 120.00 feet; thence 40.00 feet along said curve to the left through  $19^{\circ}05'55''$  of arc; thence South  $61^{\circ}11'20''$  East radial to said curve 60.00 feet to a point on a concentric curve having a radius of 180.00 feet; thence 198.64 feet along said curve to the left through  $63^{\circ}13'40''$  of arc; thence North  $34^{\circ}25'00''$  West tangent to said curve 228.51 feet; thence South  $89^{\circ}02'58''$  West, 399.94 feet to the East line of said East half; thence North  $00^{\circ}57'02''$  West along said line, 1714.88 feet to the Point of Beginning.

(End of Legal)

EXHIBIT E

BOOK 846 PAGE 172

AUG 2 1985

IN THE COUNTY OF CHELAN, STATE OF WASHINGTON

Balance of property owned by Nelson.

The West half of the Southwest quarter of Section 8, Township 23 North,  
Range 20, E.W.M., Chelan County, Washington.

(End of Legal)



POLICY ISSUING AGENT FOR  
SAFECO TITLE INSURANCE COMPANY

EXHIBIT F

BOOK 846 PAGE 173

AUG 12 1985



PARCEL 18A:

Tract in Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington described as follows:

Beginning at a point 170 feet West of the Northeast corner of the Northeast quarter of the Southeast quarter of the Northeast quarter of said section;  
thence West 1010 feet;  
thence South  $12^{\circ}12'$  East 46.9 feet;  
thence South  $2^{\circ}53'$  West 124.6 feet;  
thence South  $10^{\circ}18'$  East 153 feet;  
thence East 1050 feet;  
thence North  $10^{\circ}35'$  West 107 feet;  
thence North  $10^{\circ}5'$  West 233 feet to the place of beginning.

PARCEL 18B:

Tract in Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington described as follows:

Beginning at a point 49 feet North and 22 feet West from the Southeast corner of the Northeast quarter of the Southeast quarter of the Northeast quarter of said section;  
thence North  $10^{\circ}35'$  West 280 feet;  
thence West 1050 feet;  
thence South  $10^{\circ}18'$  East 53.3 feet;  
thence South  $24^{\circ}45'$  East 22.4 feet;  
thence South  $3^{\circ}45'$  East 136.8 feet;  
thence South  $9^{\circ}20'$  East 24.3 feet;  
thence South  $89^{\circ}14'$  East 1040 feet to the place of beginning.

PARCEL 18C:

Tract in Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington, described as follows:

Beginning at a point 49 feet North of the Southeast corner of the Northeast quarter of the Southeast quarter of the Northeast quarter of said section, and running thence West 1940 feet; thence South 236 feet; thence East 260 feet; thence South 473 feet; thence East 700 feet; thence North 709 feet to the place of beginning.

PARCEL 18D:

Tract of Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington, described as follows:

All that part of the East half of the Northeast quarter of said Section 18 lying West of the Old Gunn Ditch, the location of which ditch is more definitely described as follows: Beginning at the quarter section corner of the East side of Said Section 18; thence North  $89^{\circ}14'$  West 241.3 feet to the initial point or a point in the old Gunn Ditch;  
thence  $31^{\circ}44'$  West 147.3 feet;  
thence North  $21^{\circ}27'$  West 77.4 feet;  
thence North  $6^{\circ}14'$  East 92.3 feet;  
thence North  $23^{\circ}45'$  East 176.9 feet;  
thence North  $77^{\circ}00'$  West 197.0 feet;  
thence North  $8^{\circ}03'$  West 51.4 feet;  
thence North  $17^{\circ}58'$  East 102.7 feet;  
thence North  $9^{\circ}20'$  West 109.3 feet;  
thence North  $3^{\circ}45'$  West 136.8 feet;  
thence North  $24^{\circ}45'$  West 22.4 feet;  
thence North  $17^{\circ}18'$  West 218.3 feet;  
thence North  $2^{\circ}58'$  East 124.6 feet;  
thence North  $12^{\circ}12'$  West 136.9 feet;  
thence North  $7^{\circ}46'$  West 125.1 feet;  
thence North  $36^{\circ}49'$  East 49.0 feet;  
thence North  $34^{\circ}39'$  West 147.4 feet;  
thence North  $41^{\circ}53'$  West 78.3 feet;  
thence North  $15^{\circ}00'$  West 93.2 feet;  
thence North  $3^{\circ}30'$  West 124.3 feet;  
thence North  $60^{\circ}07'$  East 67.6 feet;

EXHIBIT G-1

BOOK 846 PAGE 174

AUG 2 1985

(Legal description cont'd.)

PARCEL "D" cont'd.

thence North  $9^{\circ}05'$  East 194.4 feet;  
thence North  $32^{\circ}39'$  East 114.6 feet;  
thence North  $52^{\circ}46'$  West 99.5 feet;  
thence North  $34^{\circ}50'$  West 42.2 feet;  
thence North  $12^{\circ}54'$  West 85.2 feet;  
thence North  $5^{\circ}55'$  West 106.6 feet;  
thence North 29.3 feet to the North line of said Section 18; whence the Northeast corner of said section bears South  $89^{\circ}23'$  East 1381.3 feet.

PARCEL "E":

Tract in Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington described as follows:

Beginning at a point 170 feet West of the Northeast corner of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 18;

thence North  $18^{\circ}45'$  West 350.0 feet;  
thence West 96.0 feet; thence South  $34^{\circ}39'$  West 49 feet;  
thence South  $7^{\circ}06'$  East 125.1 feet;  
thence South  $12^{\circ}12'$  East 90 feet;  
thence East 1010 feet to the place of beginning.

PARCEL "F":

Tract in Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington, described as follows:

All that part of the Southeast quarter of the Southeast quarter of the Southeast quarter of the Northeast quarter lying East of the County Road and extending to section line between Sections 17 and 18, said Township and range.

PARCEL "G":

Tract in Section 18, Township 23 North, Range 20, E.W.M., Chelan County, Washington, described as follows:

Commencing at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 18;  
thence North on section line, 673.1 feet to a point 10 feet South of the center line of the American Fruit Growers Ditch, which point is the POINT OF BEGINNING of this description;  
thence North  $61^{\circ}13'$  West 241.6 feet;  
thence North  $38^{\circ}12'$  West 148.6 feet;  
thence North  $85^{\circ}26'$  West 123.5 feet;  
thence North  $65^{\circ}05'$  West 202.6 feet;  
thence North  $51^{\circ}54'$  West 66.4 feet to a point 10 feet South of the Southerly pipe line of American Fruit Growers and 10 feet West of the center line of the Ditch above mentioned;  
thence South  $65^{\circ}33'$  West 428.9 feet to a point 10 feet South of the center line of the Southerly pipe line mentioned above, and 10 feet East of the East line of the pump house of the American Fruit Growers;  
thence South  $22^{\circ}16'$  East 12 feet;  
thence South  $22^{\circ}16'$  East 6.4 feet to a point 10 feet North of the Northerly pipe line of the American Fruit Growers and 10 feet East of the East line of the pump house above mentioned;  
thence North  $28^{\circ}19'$  East 331.7 feet;  
thence North, parallel with the East line of said Section 18, 143.5 feet to the North line of the Northeast quarter of the Southeast quarter of said Section 18;  
thence South  $89^{\circ}28'$  East 948 feet to the Northeast corner of the Northeast quarter of the Southeast quarter of said section;  
thence South along the East line of said Section 18, 640.3 feet, more or less, to the POINT OF BEGINNING.

PARCEL "H":

The North 2 acres of the West quarter of the South three-fourths of the Northwest quarter of the Southwest quarter of Section 17, Township 23 North, Range 20, E.W.M., Chelan County, Washington.

EXHIBIT G-2

BOOK 846 PAGE 175