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BOOK OF M318 FOR
L. D. 1978 COMPANY

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DOUGLAS COUNTY AUDITOR
WATERVILLE, WASHINGTON

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COVENANTS AND PROMISES
Claudia K. Goodfellow/Douglas County

PARTIES

1.1 Goodfellow. Claudia K. Goodfellow, a married woman dealing in her sole and separate property.

1.2 County. Douglas County, a Washington Municipal Corporation.

DESCRIPTED PROPERTY

2.1 Goodfellow Property. Claudia K. Goodfellow is the owner of the following described property located in Douglas County, Washington:

The South 120.0 feet of Government Lot 4 and the North 247.5 feet of Government Lot 5, Section 2, Township 22 North, Range 20, E.W.M., Douglas County, Washington, EXCEPT that portion conveyed to the State of Washington for road purposes by deed recorded March 29, 1973, under auditor's no. 168016, AND EXCEPT that portion of the above described lands which lies between the Columbia River and a contour line at elevation 612 feet above sea level, U.S.G.S. Datum, as conveyed to the Washington Electric Company by deed recorded January 3, 1931, under auditor's no. 83633, AND EXCEPT that portion described as follows:

Commencing at the Northwest corner of Section 2; thence North 89°30'01" East along the North line of said section for a distance of 531.96 feet; thence South 00°29'59" East for a distance of 1335.20 feet to the True Point of Beginning; thence South 05°04'08" East for a distance of 123.27 feet; thence South 89°47'35" West for a distance of 172.84 feet; thence North 00°22'29" East for a distance of 123.46 feet; thence North 89°39'39" East 26r a

BOOK 318 PAGE 261

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distance of 161.15 feet to the True Point of Beginning.

BURDENED PROPERTY

3.1 Rad Miller Property. Rad W. Miller and C.K. Miller Orchards, Inc., own the following described property located in Douglas County, Washington:

Lot 8, East Wenatchee Land Company's Plat of part of Section 2, Township 22 North, Range 20, E.W.M., Douglas County, Washington, according to the plat thereof recorded in Volume A of Plats, Page 194, EXCEPT the West 100 feet of the East 340 feet of the North 115 feet, AND EXCEPT the portion of said Lot 8 lying below 632 feet contour line as conveyed to the Puget Sound Power and Light Company, by instrument recorded December 10, 1931, under auditor's no. 84817, AND EXCEPT portion conveyed to the State of Washington for highway purposes by deed recorded January 17, 1957, under auditor's number 133450, AND EXCEPT that portion of said Lot 8, lying within Carroll's Short Subdivision, Douglas County, Washington, according to the plat thereof recorded in Volume F of Plats, Page 61.

3.2 Miller/Sney Property. Willard K. Miller, Pamela Sney, and C.K. Miller Orchards, Inc., own the following described property located in Douglas County, Washington:

The north 457.50 feet of the south 577.5 feet of Government Lot 4, Section 2, T 22 N., R 20 E.W.M., Douglas County, Washington. Except: that portion conveyed to the State of Washington for road purposes by deed recorded March 29, 1973, under auditor's no. 168016, And Except: that portion of the above-described lands which lies between the Columbia River and a contour line at elevation 632 feet above sea level, U.S.G.S. Datum, as conveyed to the Washington Electric Company by deed recorded January 3, 1931, under auditor's no 83633.

The above parcel of land contains 12.6 acres more or less.

BOOK 318 PAGE 262

APPLICABLE AGREEMENTS AND EXHIBITS

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2 4.1 Right of First Refusal. Claudia K. Goodfellow has a
3 Right of First Refusal to both the Rad Miller and Miller/Sugg
4 Parcels described above. That Right of First Refusal was dated
5 August 20, 1990, and recorded under Douglas County Auditor's
6 No. 263261.

7 4.2 Earnest Money Agreements. The County has entered
8 into Earnest Money Receipt and Agreements with Rad W. Miller, Will-
9 ard K. Miller, Pamela Sugg and C.K. Miller Orchards, Inc., for the
10 purchase of the Rad Miller and Miller/Sugg parcels described above.
11 Those agreements are contained in two Earnest Money Receipts and
12 Agreements dated March 25, 1991, and amended by Addendum dated April
13 8, 1991, and an Amendment and Ratification dated July 30, 1991.

14 4.3 Site Plan. The Site Plan is attached as Exhibit "A"
15 to these Covenants and Promises and is a part hereof.

WAIYER

16 5.1 Waiver. In consideration of the following promises
17 and covenants, Claudia K. Goodfellow agrees to waive her right to
18 purchase the Rad Miller and Miller/Sugg parcels under the Right of
19 First Refusal.

PROMISES AND COVENANTS

20 6.1 Access Road. The County agrees to build a public
21 street from Sunset Highway within and along the southerly border of
22 the Miller/Sugg property as depicted in the Site Plan. This public
23 street will provide ingress and egress to the Goodfellow parcel at
24 entry point to be constructed by the County at the time the road is
completed at a location to be agreed upon. The roadway shall be
paved with a minimum of two lanes with curbs and gutters and a
depressed landscape median. In addition, there shall be a planted
berm on both sides of the roadway together with a walking path
and/or bike trail connecting to the Sunset Highway. These
improvements shall be made similar to those shown on the Site Plan.

The Parties acknowledge that the County may not be able to
obtain access to Sunset Highway to build a public street from the
Sunset Highway along the southerly border of the Miller/Sugg
property. The County agrees to use its best efforts to acquire that
access and build the street as depicted in the Site Plan. If the
County is unable to obtain access to Sunset Highway for the public
street, the County shall provide ingress and egress for Goodfellow
to 19th Street as set out in the Site Plan with an entry point to be

BOOK 318 PAGE 263

JEFFERS, DANIELSON, BONN & AYLWARD, P.S.
ATTORNEYS AT LAW
317 N. Mission, P.O. Box 1688
Telephone (509) 662-3885
Wenatchee, Washington 98807

1 constructed by the County at a location to be agreed upon. If the
2 County cannot obtain access to Sunset Highway for the public street,
3 the County shall either build a dead end street as shown in the Site
4 Plan or maintain the south 20 feet of the area (where it abuts the
5 Goodfellow property) which would have been the public street as
6 depicted in the Site Plan, as a buffer zone of landscaped but
7 undeveloped property. The remaining area (approximately 80') which
8 is shown as a public street in the Site Plan may be used for parking
9 or other uses not including buildings.

6.2 Rad Miller Parcel Covenants.

7 6.2.1 The County agrees that any building or
8 remodeling on the Rad Miller parcel, the construction of which
9 begins on or before July 1, 1996, shall not exceed two stories above
10 the natural ground level measured from the east side, and will have
11 a finished exterior (other than concrete block) and landscaping
12 consistent with the Site Plan. After July 1, 1996, there will be no
13 restrictions regarding the height or appearance of future
14 remodelings or new construction of buildings on this parcel.

11 6.2.2 The use of the Rad Miller parcel shall be
12 restricted to agricultural, residential, parks or government offices
13 or business facilities. The use of the property for overnight
14 housing of adult prisoners or as parking lots for heavy equipment
15 parking or storage sites for sand, gravel or other road materials is
16 specifically prohibited.

15 6.2.3 The Rad Miller parcel covenants shall run with
16 the land and be binding upon the owners, heirs, successors and
17 assigns of the Rad Miller parcel and shall benefit the owners,
18 heirs, successors and assigns of the Claudia K. Goodfellow parcel.

6.3 Miller/Sugg Parcel Covenants.

18 6.3.1 Buildings, excluding uncovered parking and
19 public streets, shall cover no more than 35% of the surface area of
20 the section of the property designated on the Site Plan as Future
21 Site 4 and no more than 35% of the section of the property
22 designated on the Site Plan as Future Site 5. Any buildings on
23 Future Site 4 shall not exceed one story above the natural ground
24 level, measured from the east side. Any buildings above the 665
foot contour line shown on the Site Plan for Future Site 5 shall not
exceed three stories above the natural ground level measured from
the east side. Any other buildings on Future Site 5 shall not
exceed two stories above the natural ground level measured from the
east side. All buildings will have a finished exterior (other than
concrete block) and landscaping consistent with the Site Plan.

BOOK 318 PAGE 264

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.
ATTORNEYS AT LAW
317 N. Mission, P.O. Box 1088
Telephone (509) 662-3883
Wenatchee, Washington 98807

1 6.3.2 The use of the Miller/Sugg parcel shall be
 2 restricted to agricultural, residential, parks or government
 3 offices, or business facilities. The use of the property for
 4 overnight housing of adult prisoners or juvenile detainees, or for
 5 heavy equipment parking or storage sites for sand, gravel or other
 6 road materials is specifically prohibited.

7 6.3.3 The Miller/Sugg parcel covenants shall run
 8 with the land and be binding upon the owners, heirs, successors and
 9 assigns of the Miller/Sugg parcel and shall benefit the owners,
 10 heirs, successors and assigns of the Claudia K. Goodfellow parcel.

11 6.4 Maintenance of Property. All vacant portions of the
 12 burdened property shall be maintained in a fire-safe, horticultu-
 13 rurally-sound and reasonably presentable condition.

14 6.5 High Intensity Lighting. Any exterior mercury vapor
 15 lamps, spotlights, floodlights or similar lights which are installed
 16 on the Miller/Sugg parcel shall have directional shields reasonably
 17 located so as to restrict such lights from directly shining upon the
 18 benefitted property.

19 6.6 Temporary Dwellings. No tents, trailers, recrea-
 20 tional vehicles, mobile homes, campers, etc., may be used as
 21 temporary dwellings on the burdened property.

22 6.7 Water/Sewer. The County agrees to install 10-inch
 23 water main and 6-inch pressurized sewer main in the County road
 24 right of way referred to in Section 6.1. Owners of the benefitted
 property shall be entitled to hook up to the water and sewer on
 separate meters but shall be responsible for any hookup charges and
 user fees with the water/sewer districts.

6.8 Irrigation Water. The County will review the amount
 of irrigation water needed to serve the Kad Miller and Miller/Sugg
 parcels and sell any shares in the Wenatchee Reclamation District
 which it does not need to service those parcels to Claudia K.
 Goodfellow at fair market value.

6.9 Completion. The County agrees to complete all of its
 obligations under this Agreement within a reasonable time after
 completion of building construction on each site.

6.10 Enforcement. Enforcement shall be by proceedings at
 law or in equity against any person or persons violating or
 attempting to violate any covenant of promise either to restrain
 violation, enforce agreements or to recover damages. The right to

BOOK 318 PAGE 265

JEFFERS, DANIELSON, ECKHART & AYWARD, P.C.
 ATTORNEYS AT LAW
 317 N. Mission, P.O. Box 1008
 Wenatchee, WA 98801
 Telephone (509) 662-5000
 Fax (509) 662-5007

enforce shall be available to any owners, heirs, successors and assigns of the Goodfellow parcel.

6.11 Attorney's Fees. In case the owners within the Goodfellow parcel must contact an attorney to settle a dispute involving this Agreement, or any portion thereof, the prevailing party shall be entitled to collect all reasonable costs and expenses including, but not limited to, reasonable attorney's fees.

6.12 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision hereof.

6.13 Voiding of Agreement. This agreement shall be null and void in the event the County does not purchase the Rad Miller and Miller/Sugg parcels.

6.14 Modification of Height Restriction. In the event the owner of the benefitted parcel constructs a commercial building on the benefitted parcel which is more than two stories high, or a residential building more than three stories high, measured from the east side, the restrictions on height of buildings on the Rad Miller parcel contained in Section 6.2.1 and the restrictions on height of buildings on the Miller/Sugg parcel contained in Section 6.3.1 shall be automatically increased by one story, for each additional story (above two or three stories) of the construction on the benefitted parcel.

FIRST RIGHT TO PURCHASE

7.1 First Right to Purchase. If at any time Goodfellow shall intend to sell all or a portion of the Goodfellow property to any entity in which Goodfellow and/or her spouse do not own at least 25% or to any individual other than descendants: (1) of Goodfellow and/or her spouse; or (2) of the siblings of Goodfellow and/or her spouse; (a "Related Party Sale"), while the County has an interest of record in the Burdened Property, the Seller shall give the County written notice of her intent to sell identifying the property involved and the County shall have 30 days after receipt of the notice to make an offer to purchase the identified property (the "County Offer"). If the Seller does not immediately accept the County Offer, within the 12 months following receipt of the County Offer, the Seller may sell the identified property to an unrelated party only if the price equals or exceeds 110% of the amount offered by the County, evaluated with a present value discount factor of 9 1/2%.

BOOK 318 PAGE 266

JEFFERS, DANIELSON, BONN & AYLWARD, P.S.
ATTORNEYS AT LAW
317 N. Mission, P.O. Box 1688
TAMMINGTON (509) 642-2638
Wenatchee, Washington 98807

STATE OF HAWAII)
) ss.
COUNTY OF MAUI)

I CERTIFY that I know or have satisfactory evidence that CLAUDIA K. GOODFELLOW is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27th day of August, 1991.



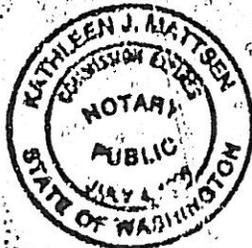
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NOTARY PUBLIC, State of Hawaii
My Commission Expires 5-30-95

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STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I CERTIFY that I know or have satisfactory evidence that RAD MILLER is the person who appeared before me, and said person acknowledged that he signed this instrument as the President of C. K. MILLER ORCHARDS, INC., d/b/a DOUBLE M ORCHARDS, INC., and acknowledged it to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

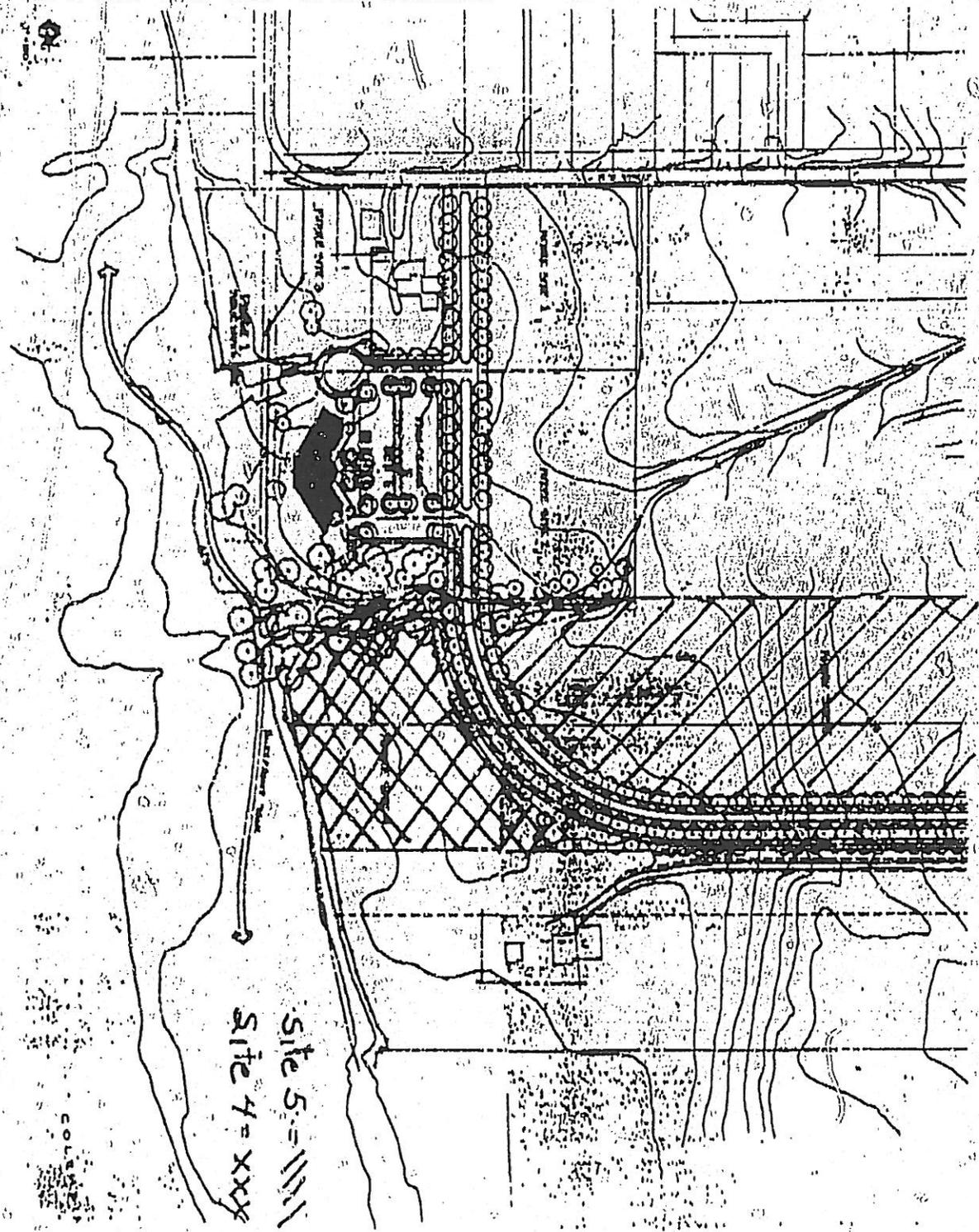
DATED this 10th day of September, 1991.



[Handwritten Signature]

NOTARY PUBLIC, State of Washington
My Commission Expires 7/4/93

BOOK ^M 318 PAGE 270



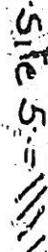
Site 5 = 
 Site 4 = xxx

EXHIBIT A