

*Joe Creek Retreat Homeowners Association*

**NOTICE OF ANNUAL ASSESSMENT (DUE BY 3/20/2012)**

Mailed on the 18<sup>th</sup> day of February 2012.

To all lot owners at Joe Creek Retreat. I hope this letter finds you well.

As Declarant of Joe Creek Retreat HOA I am bound to initiate this notice of annual assessment in the amounts hereunder described.

This initial assessment is likely much higher than those in the future due to the need to create base funds for road maintenance and for the costs of creating access easements for everyone. Additionally and unfortunately, another assessment is necessary due to circumstances out of my control. That being to pay for legal costs due to the owner of parcel K, Ms. Melissa Messerschmidt choosing to flagrantly abuse the CC&Rs and various codes/laws by erecting 1, then another and finally a 3<sup>rd</sup> illegal, non-conforming shed. She has done so against my repeated advice at each turn, and against that of the HOA's law firm, Chelan County Code, WA Dpt of L&I and of course without the wishes of the unfortunate lot owners surrounding her property. She has been duly warned on multiple occasions and was given more than ample time to cure the problems thereby leaving the HOA with no alternatives. Although we will likely get the money back via court it goes without saying I am deeply remiss about the entire debacle and am working diligently to see that all is taken care of.

On a positive note, for those that haven't been up in a while here's a little progress report;

1. After many of you voiced your desires, we now have some established terms for road maintenance including snow removal and allowance for recreational access to both Ivan Morse Rd and USFS to the north where the snopark sits. It's a fairly complicated provision which required a lot of unusual language to deal with non-members and all the various roads up here. Upon consideration I figured the legal fees for drafting the documentation would likely be in the \$3k realm or about \$200 for each owner. So, I did everything I could to bring it to fruition, free of cost to everyone. Please note the funds being collected for the roads go to "Base Funds" with charges of \$125 to \$225 per lot owner. So, they're not excessive by any means but do allow reserves for unexpected costs. Funds not used spill over to the following year/s thereby decreasing dues.

2. I have designed and am building and paying for the materials to build a custom gate for the main entrance on Canyon Ranch Rd. Each owner will have a padlock, secured to the gate itself rather than hanging off a chain susceptible to mistakes/cutting/theft as we've experienced on several occasions now. I've been able to scavenge a lot of the iron from my own stock and picked up the remainder for about five hundred bucks. In the end I'll probably only have around a grand or so into it which beats the estimate I got for \$4,300 not including installation. I've done my best to make it look decent and believe it will function well for many years to come. I have decided to provide this gate for free to the HOA. It's basically completed, ready for paint and installation when things thaw out up here. Any help in doing so would be greatly appreciated. (it's about 500lbs)

3. I have also designed and am building and paying for a central mail/shipment depository near the end of Canyon Ranch Rd. It is a fairly elaborate system made up of 16 high security iron mailboxes with the same

padlocks as on the gate, keyed alike for each owner. This is a great winter project with significant DIY savings in the \$3k neighborhood. Again, I am providing this at no cost but some help w/installation would be great.

4. I also managed to further improve several portions of roads including hiring a grader for all and then graveling some spots with a dump truck. All the work was done at my expense. I plan on continuing to provide more of such work in the spring where reasonably possible but will ask the costs of equipment rental and fuel be shared per the percentage cost splits as provided in the new road maintenance provision. As many of the owners are aware, I am happy to help others and contribute to the common good of JCR wherever I can. And when considering labor is usually 50% to 80% of the costs I figure we all win by going DIY wherever possible.

As broken down here, the assessments are necessitated for the following reasons;

1. Base fund generation for road maintenance thru 12/31/2012 = \$2,500 (\$125 to \$225 ea)
2. Estimated Legal fees for dealing with illegal buildings on parcel K = \$3,000. (\$250 ea) We have sent out a notice of special assessment to collect these fees which if paid would result in a refund to everyone. But there's no guarantee Ms Messerschmidt will pay in which case the HOA will be recording the lien that's now in place. If that lien is not satisfied in a timely fashion we will be forced to foreclose on her property in order to reclaim our losses.
3. Surveying/Legal/Misc fees for creation of access easements = \$4,000. (\$250 ea, Actual costs were much greater)

The amount owed for each lot owner is broken down on the page included herein titled "Breakdown of Assessments for JCR" **Payments are due 3/20/2012.**

*End note: I am making solid strides towards stepping down as Declarant for the HOA. This will occur soon upon my completing the creation and recording of all necessary access and utility easements as I have promised to all. It's been a pretty extensive and expensive project, plenty of appointments with the surveyor and attorney, much more entailed than one might imagine. So, I hope everyone can understand why it's taking so long and appreciate the fact that I've personally fronted all the costs. At any rate, if you're interested in being on the board please let me know and I will happily see to it you are appointed to whatever position/s desired per availability. An official notice regarding this will be going out soon.*

Thank you,

David Allender  
Joe Creek Retreat HOA

### Breakdown of Assesments

Group/Road #:	#1	#2	#3	#4	#5	Totals For Road	Legal Fees	Costs For						
Group:	Canyon Ranch	Less Traveled	Flicker	Moonbeam	Little Tree	Maintenance	for parcel K	Easements	Assesment					
Base Fund:	\$750.00	\$250.00	\$750.00	\$250.00	\$500.00	\$2,500.00	\$3,000.00	\$4,000.00	Totals					
Parcel													Parcel	Due
A	\$46.88		\$46.88		\$31.25	\$125.00	+	\$250.00	+	\$250.00	=	A >	\$625.00	
B	\$46.88		\$46.88		\$31.25	\$125.00	+	\$250.00	+	\$250.00	=	B >	\$625.00	
C	\$46.88		\$46.88		\$31.25	\$125.00	+		+	\$250.00	=	C >	\$375.00	
D	\$46.88	\$62.50	\$46.88		\$31.25	\$187.50	+	\$250.00	+	\$250.00	=	D >	\$687.50	
E	\$46.88		\$46.88		\$31.25	\$125.00	+	\$250.00	+	\$250.00	=	E >	\$625.00	
F	\$46.88		\$46.88		\$31.25	\$125.00	+	\$250.00	+	\$250.00	=	F >	\$625.00	
G	\$46.88	\$87.50	\$46.88		\$31.25	\$212.50	+	\$250.00	+	\$250.00	=	G >	\$712.50	
H	\$46.88	\$100.00	\$46.88		\$31.25	\$225.00	+	\$250.00	+	\$250.00	=	H >	\$725.00	
I	\$46.88		\$46.88		\$31.25	\$125.00	+	\$250.00	+	\$250.00	=	I >	\$625.00	
J	\$46.88		\$46.88	\$62.50	\$31.25	\$187.50	+	\$250.00	+	\$250.00	=	J >	\$687.50	
K	\$46.88		\$46.88	\$87.50	\$31.25	\$212.50	+	\$250.00	+	\$250.00	=	K >	\$712.50	
L	\$46.88		\$46.88	\$100.00	\$31.25	\$225.00	+	\$250.00	+	\$250.00	=	L >	\$725.00	
M	\$46.88		\$46.88		\$31.25	\$125.00	+		+	\$250.00	=	M >	\$375.00	
N	\$46.88		\$46.88		\$31.25	\$125.00	+		+	\$250.00	=	N >	\$375.00	
O	\$46.88		\$46.88		\$31.25	\$125.00	+		+	\$250.00	=	O >	\$375.00	
P	\$46.88		\$46.88		\$31.25	\$125.00	+	\$250.00	+	\$250.00	=	P >	\$625.00	

***Please remit payment prior to 3/20/2012, Thank You!***

Send to: Joe Creek Retreat H.O.A. PO Box B, Manson, WA 98831

Return to:  
Joe Creek Retreat Homeowners Association  
PO Box B  
Manson, WA 98831

**FIRST "AMENDMENT TO DECLARATION" OF COVENANTS, CONDITIONS AND RESTRICTIONS OF JOE CREEK RETREAT**

**Reference numbers of related documents: 2323415**

**Grantors:** Peggy Star, David Allender, Chris Peterson, Dawn MacCallum, Aaron Loffler, Brian Johnson, Wayne Stocks, Victoria Stocks, Aaron Sullivan, Emily Sullivan, Melissa Messerschmidt, Elija Lee, Beth Lee, Carla Fleming, Scott Fleming, Joanne Richter

**Grantees:** Peggy Star, David Allender, Chris Peterson, Dawn MacCallum, Aaron Loffler, Brian Johnson, Wayne Stocks, Victoria Stocks, Aaron Sullivan, Emily Sullivan, Melissa Messerschmidt, Elija Lee, Beth Lee, Carla Fleming, Scott Fleming, Joanne Richter

**Assessor's Tax Parcel No.** 282206120050, 282206110050, 282206110100, 282206140050, 282206130100, 282206130050, 282206400100, 282206140100, 282206420000, 282206300100, 282206410050, 282206410100, 282206420100, 282206300050, 282206400050, 282206120100

**Full Legal Description:** See Attached Exhibit A

- 1.1 Declarant. The undersigned David Allender is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Joe Creek Retreat.
- 1.2 Parties. The Grantors named above who own Lots within Joe Creek Retreat, for whom David Allender is acting as attorney in fact, and the "Non-Members," being Peggy Star and Chris Peterson, who own Lots in Joe Creek Retreat II.
- 1.3 Property. The Property covered by this Amendment includes all property within Joe Creek Retreat & Joe Creek Retreat II identified in Exhibit A and known as Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N & O.
- 1.4 Prior Document. The Declaration of Covenants, Conditions and Restrictions for Joe Creek Retreat (the "Declaration") recorded May 17, 2010 under Chelan County AFN 2323415.

**AMENDMENTS TO DECLARATION:**

- A. New Subsection 8.16.4 “EXEMPT PROPERTY”
- B. Adoption of “ROAD MAINTENANCE” as Article 18
- C. Revision to Subsection 18 of Article 8
- D. New Plat Map; “JOE CREEK RETREAT 2<sup>ND</sup> PLAT MAP”

**AMENDMENT A:**

**To 8.16 Exempt Property, add a new subsection, as follows:**

**8.16.4** Any lot/s conveyed to affiliates of Declarant by Declarant for less than \$20,000 shall remain exempt from assessments of all kinds for a period not to exceed 10 (ten) years from the date of conveyance by Declarant or sooner upon;

- a. Further conveyance of any lot to other parties for more than \$20,000.00
- b. Cessation of availability of any such exempted lot for sale;
- c. Building of a residence upon any exempted lot by its owner.

**AMENDMENT B: : Add to the Declaration a New Article 18 as follows;  
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## **ARTICLE 18 ROAD MAINTENANCE**

**18.1 Parties and Roadways.** The parties to this provision are the Members of Joe Creek Retreat Homeowners Association and "Non-Members" as defined herein who benefit from easements and/or use of any of the roadways known as Canyon Ranch Road, Flicker Lane, Moonbeam Road, Less Traveled Lane and Little Tree Lane located in Sections 6 and 11, Township 28N, Range 22E.

**18.2 Purpose.** The purpose of this provision is to establish means and allowances for the improvement, repair, maintenance, snow removal and emergency access, where reasonably possible, upon the above referenced roadways and for any fencing, lighting or security gates thereupon all of which will be equitably shared as described herein.

**18.3. Independent Work** If any Owner or Non-Member performs improvements, maintenance, repairs or replacements upon any common easement or roadway without the approval of the other lot Owners and/or Non-Members prior to performing such work, the lot owner performing the work shall become liable for the entire cost thereof, unless such work is deemed an emergency in terms of immediate life safety. However, where such emergency repairs on any portion of road are performed, neither majority vote nor prior approval is necessary before making said repairs.

**18.4. Responsibilities.** Owners and Non-Members shall take reasonable care in using the common easements/roadways and if any cause/s unusual degradation or damage/s thereto, such party shall be individually responsible for the cost of immediate repairs. Owners/Non-Members, at their sole expense, may improve but shall repair and maintain common easement areas and roadways by the terms set forth herein to, at minimum, a degree which is deemed adequate and reasonable for passage/use by a majority vote of Owners benefitting from each respective easement or roadway and/or utilization thereof. All road improvement/s, normal repair/s and maintenance responsibilities will be shared and allocated among Owners/Non-Members in groups corresponding to the easements/roadways (ie; Road #X group, with 10 assessable lots = 10% each) as follows;

**18.4.1 Canyon Ranch Road Group, Road #1.** Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P Owners and/or Non-Members shall be responsible for all expenses related to the improvement, repair, maintenance, dust control, snow removal and electrical charges for a gate on Canyon Ranch Road, referred to as "Road #1" herein. Said Owners and Non-Members shall be responsible for assessments in equal percentage amounts for each assessable lot owned. Yearly assessments for Road #1 shall be made in amounts calculated to result in a total of \$750.00 in base funds available annually. (\$46.88 each)

**18.4.2 Less Traveled Lane Group, Road #2.** Parcels H, G and D Owners shall be responsible for all expenses related to the improvement, repair, maintenance, dust control and snow removal on Less Traveled Lane, referred to as "Road #2" herein. H Owner shall bear 40%, G 35% and D 25% of the expense/s towards

yearly assessments in amounts calculated to result in a total of \$250.00 in base funds available annually. (ie; H=\$100, G=\$87.50, D=\$62.50 )

**18.4.3 Flicker Lane Group, Road #3.** Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P Owners and/or Non-Members shall be responsible for all expenses related to the improvement, repair, maintenance, dust control and snow removal on Flicker Lane, referred to as "Road #3" herein. Said Owners and Non-Members shall be responsible for assessments in equal percentage amounts for each assessable lot owned. Yearly assessments for Road #3 shall be made in amounts calculated to result in a total of \$750.00 in base funds available annually. (ie; \$46.88 each)

**18.4.4 Moonbeam Road Group, Road #4.** Parcels J, K and L Owners shall be responsible for all expenses related to the improvement, repair, maintenance, dust control and snow removal on Moonbeam Road, referred to as "Road #4" herein. L shall bear 40%, K, 35% and J, 25% of the expense/s towards yearly assessments in amounts calculated to result in a total of \$250.00 in base funds available annually. (ie; L=\$100, K=\$87.50, J=\$62.50)

**18.4.5 Little Tree Lane Group, Road #5.** Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P Owners and/or Non-Members shall be responsible for all expenses related to the improvement, repair, maintenance, dust control and snow removal on Little Tree Lane and the portion of Moonbeam Rd that connects it to Canyon Ranch Rd collectively referred to as "Road #5" herein. Said Owners and Non-Members shall be responsible for assessments in percentage amounts to be equally determined for each assessable lot owned. Yearly assessments for Road #5 shall be made in amounts calculated to result in a total of \$500.00 in base funds available annually. (ie; \$31.25 each)

**18.5. Road Maintenance Accounting.** The funds necessary to maintain the aforementioned annual base fund levels for each road group shall be prepaid by Owners/Non-Members and accounted for via a separate ledger detailing all assessments and transactions broken down for each road/group. Road improvement projects, if any shall be made possible by separate funds generated from special assessments payable by Owners/Non-Members of groups responsible for whichever road/s to be improved. Surplus funds, if any at years end, shall be carried forward thereby reducing the assessment amount/s needed to bring funds up to the aforementioned base fund levels accordingly.

**18.6 Invoicing.** Contractors performing road improvement/s, repair/s or maintenance work for the association shall be required to break down, in percentage amounts all amounts invoiced for work done on each road.

18.7 **Road Improvement.** In additions to maintenance, repair, snow removal and dust control, Owners may choose to improve easements/roadways which they are responsible for. Approval for such road improvement projects and any special assessments made necessary therefrom, must be gained by majority vote of the Owners in each respective group.

18.8. **Meetings.** A meeting or conference call may be held between Owners/Non-Members of any road group/s at specific time intervals or scheduled when required, to discuss the specifics and responsibilities in insuring the road(s) is/are kept at acceptable standards.

18.9. **Special Instructions.** Any section/s of common easement or roadway lying within 100 yards of a residence shall be graveled and/or sprayed with an environmentally friendly dust controlling agent at whatever frequency reasonably necessary to abate dust. Snow removal will be determined by Owners per the terms set forth herein excepting in the case of Road #3 and Road #5 for which snow removal, if any, shall be restricted to whatever degree reasonably doable by a plow operator as to leave some snow in the centermost section for snow machines during the months of January, February and March.

18.10 **Use Without Easement and Non-Members** It is hereby declared that in exchange for payment for road related assessments as provided for in these CC&Rs, the Association and its members do hereby individually grant to the owners of parcels C, M, N and O "Non-Members" the right to vote on matters relevant to their respective roads/groups and the right to use certain routes within Road #1, Road #3, Road #4 and Road #5 as follows. In the case where no easement has been granted to an Owner or Non-Member, use of said routes shall be for recreational purposes only, not as legal access and furthermore shall be limited to certain routes with no parking permitted at any time, one of such routes being from the point where Road #5 meets East Fork Joe Creek Road (aka USFS #8045) to Road #1 via the applicable section of Road #4. The second of such routes is hereby granted to all members AND non-members alike for recreational use of snow machines only during the months of January, February and March, snow pack permitting, to/from East Fork Joe Creek (aka USFS # 8045) via Road #5, Road #4 and Road #3 to/from the point where an unimproved spur to be named "Antilon Trail" meets United States Forestland, said spur location to be determined at the sole discretion of Lot B Owner. Once determined by said Owner the location will be marked with a sign displaying an arrow and the words "Antilon Trail".

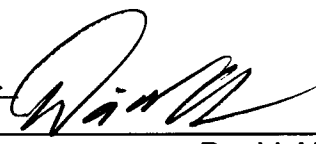
18.11 **Non-Member Approval** Chris Peterson as legal owner of parcel M and Peggy Star as legal owner of parcels C, N and O do hereby agree to be bound by all terms and provisions within this section 18 and do grant/permit Joe Creek Retreat Homeowners Association the rights and powers necessary to carry out collection of funds from them, their predecessors and assigns for road related assessments in the amounts determined by percentages as described in 18.4 herein on a perpetual term, running with said lands.



18.12 **Designated Person/s.** Owners/Non-Members of any Road Group/s may, by popular vote, designate a person or persons to arrange for road maintenance. All repairs, maintenance and snow removal will be achieved by competitive bid unless a non-competitive price is accepted by vote of a majority of the Owners present at a meeting duly called for such purpose.


**AMENDMENT C: (Portion of 8.18 Stricken); Amend Section 8.18 to read as follows;**

**8.18 Extraordinary Assessments.** In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of covering the actual cost of any reconstruction, repair, replacement or unusually considerable maintenance of any Easements or common areas due to damage or normal wear-and-tear, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment such as but not limited to excessive snow removal. Maintenance of the roadways shall include all provisions necessary to provide year-round access to the lowermost areas of parcels I, J, K, D and G and/or a common area if any, to be used for parking during winter months which shall be snowplowed, at a minimum of approximately twelve (12) feet wide, upon approximately nine (9) inches of snowfall. It is the intent of these standards to maintain the lowest roadways passable by four-wheel drive vehicles. It shall be the responsibility of Lot owners to maintain and snowplow their respective driveways and subject to approval by the association, all other roads as deemed necessary.

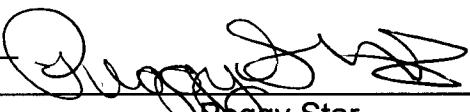
Dated: 2/17/12   
David Allender

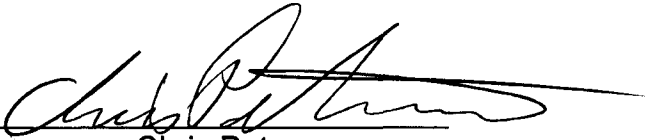


*Debra Lynn Deardorff*  
Residing at  
Wenatchee, WA  
10/30/15

Dated: 2/17/12 

David Allender as Attorney-In-Fact per the Joe Creek Retreat CC&Rs for Dawn MacCallum, Aaron Loeffler, Brian Johnson, Wayne Stocks, Victoria Stocks, Aaron Sullivan, Emily Sullivan, Melissa Messerschmidt, Elija Lee, Beth Lee, Carla Fleming, Scott Fleming and Joanne Richter

Dated: 2/17/12   
Peggy Star

Dated: 2-17-12  
  
Chris Peterson

STATE OF WASHINGTON)  
COUNTY OF Chelan ) ss.

On this day personally appeared before me David Allender, a single man, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 17 day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF CHELAN) ss.

On this day personally appeared before me DAVID ALLENDER, a single person, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same in his capacity as attorney-in-fact for Dawn MacCallum, Aaron Loefer, Brian Johnson, Wayne Stocks, Victoria Stocks, Aaron Sullivan, Emily Sullivan, Melissa Messerschmidt, Elija Lee, Beth Lee, Carla Swanson, Scott Swanson, Joanne Richter and as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

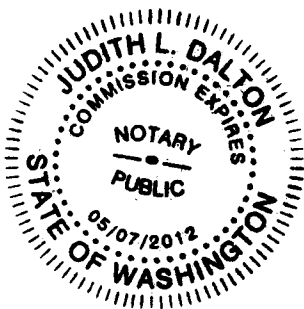
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON)

COUNTY OF Chelan) ss.

On this day personally appeared before me Chris Peterson, a single man, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 17th day of February, 2012.

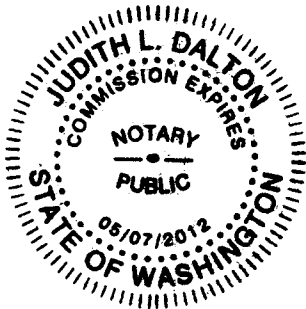


Judith L Dalton  
\_\_\_\_\_  
Print Name: Judith L Dalton  
Notary Public, State of Washington  
Residing at: Wenatchee WA 98801  
My Commission Expires: 5-7-2012

STATE OF WASHINGTON)  
COUNTY OF Chelan ) ss.

On this day personally appeared before me Peggy Star, a single woman, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 17th day of February, 2012.



Judith L Dalton  
Print Name: Judith L Dalton  
Notary Public, State of Washington  
Residing at: Wenatchee WA  
My Commission Expires: 5-7-2012

Exhibit A

PARCEL A

DESCRIPTION

Description for a parcel of land in Government Lot 2, and the Southwest Quarter of the Northeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 371.59 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 1375.97 feet; thence North 87° 42' 22" East leaving said north-south center section line a distance of 973.33 feet; thence South 12° 02' 14" West a distance of 762.07 feet; thence South 50° 19' 55" West a distance of 1048.97 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.

PARCEL B

DESCRIPTION

Description for a parcel of land in Government Lots 1 and 2 of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 12° 02' 14" East a distance of 762.07 feet; thence North 11° 32' 59" East a distance of 864.92 feet to the north line of said Section 6; thence North 89° 53' 10" East along said section line a distance of 443.10 feet; thence South 10° 34' 15" East leaving

said section line a distance of 1075.59 feet; thence South 61° 07' 36" West a distance of 1110.58 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.

PARCEL C

DESCRIPTION

Description for a parcel of land in Government Lot 1 of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 0° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 0° 15' 25" West along said north-south center section line for a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet; thence North 61° 07' 36" East a distance of 1110.58 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 10° 34' 15" West a distance of 1075.59 feet to the north line of said Section 6; thence North 89° 53' 10" East along said north line a distance of 1044.68 feet to the northeast corner of said Section 6, 3" Bureau of Land Management brass cap; thence South 00° 07' 31" East along the east line of said Section 6 a distance of 1077.99 feet; thence North 70° 35' 55" West leaving said east section line a distance of 701.78 feet; thence South 41° 11' 48" West a distance of 285.12 feet to the TRUE POINT OF BEGINNING. Containing 21.06 acres, more or less.

PARCEL D

DESCRIPTION

Description for a parcel of land in Government Lot 2, the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of

said section, said point being the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence continuing North 00° 15' 25" West along said north-south center section line a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet; thence South 05° 07' 44" West a distance of 972.66 feet; thence South 13° 12' 38" East a distance of 785.04 feet; thence South 77° 49' 20" West a distance of 218.82 feet; thence North 63° 20' 10" West a distance of 423.75 feet; thence North 29° 09' 29" West a distance of 627.34 feet to the TRUE POINT OF BEGINNING. Containing 21.72 acres, more or less.

PARCEL E  
DESCRIPTION

Description for a parcel of land in Government Lots 1 and 2, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 61° 07' 36" East a distance of 1110.58 feet; thence South 09° 28' 17" East a distance of 1139.53 feet; thence North 75° 15' 25" West a distance of 779.65 feet; thence South 40° 23' 33" West a distance of 760.79 feet; thence North 05° 07' 44" East a distance of 972.66 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.

PARCEL F  
DESCRIPTION

Description for a parcel of land in Government Lots 1 and the Southeast Quarter of the Northeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet; thence North 61° 07' 36" East a distance of 1110.58 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 41° 11' 48" East a distance of 285.12 feet; thence South 70° 35' 55" East a distance of 701.78 feet to the east line of said Section 6; thence South 00° 07' 31" East along said east section line a distance of 1050.16 feet; thence South 85° 14' 46" West leaving said section line a distance of 666.79 feet; thence North 09° 28' 17" West a distance of 1139.53 feet to the TRUE POINT OF BEGINNING. Containing 21.07 acres, more or less.

#### PARCEL G

#### DESCRIPTION

Description for a parcel of land in the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south section line for a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet; thence South 05° 07' 44" West for a distance of 972.66 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 40° 23' 33" East a distance of 760.79 feet; thence South 75° 15' 25" East a distance of 779.65 feet; thence South 29° 34' 01" West a distance of 1198.63 feet; thence South 77° 49' 20" West a distance of 487.09 feet; thence North 13° 12' 38" West a distance of 785.04 feet to the TRUE POINT OF BEGINNING. Containing 22.86 acres, more or less.



PARCEL H

DESCRIPTION

Description for a parcel of land in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south section line for a distance of 371.59 feet; thence North 50° 19' 55" East leaving said north-south center section line a distance of 1048.97 feet; thence North 61° 07' 36" East for a distance of 1110.58 feet; thence South 09° 28' 17" East for a distance of 1139.53 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 85° 14' 46" East a distance of 666.79 feet to the east line of said Section 6; thence South 00° 07' 31" East along said section line a distance of 912.25 feet to the east quarter corner of said Section 6, a 3" Bureau of Land Management brass cap; thence South 00° 20' 10" East continuing along said section line a distance of 169.20 feet; thence South 78° 03' 28" West leaving said section line a distance of 384.50 feet; thence North 21° 19' 44" East a distance of 165.25 feet; thence South 84° 29' 56" West a distance of 947.24 feet; thence North 29° 34' 01" East a distance of 1198.63 feet to the TRUE POINT OF BEGINNING. Containing 22.67 acres, more or less.

PARCEL I

DESCRIPTION

Description for a parcel of land in the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 1218.65 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence continuing North 00° 15' 25" West along said north-south center section line a distance of 1856.37 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section;

thence South 29° 09' 29" East leaving said north-south center section line a distance of 627.34 feet; thence South 63° 20' 10" East a distance of 423.75 feet; thence South 01° 16' 13" West a distance of 1202.11 feet; thence North 82° 40' 32" West a distance of 654.70 feet to the TRUE POINT OF BEGINNING. Containing 21.78 acres, more or less.

PARCEL J

DESCRIPTION

Description for a parcel of land in the Northeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 1218.65 feet; thence South 82° 40' 32" East leaving said north-south center section line for a distance of 654.70 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 01° 16' 13" East a distance of 1202.11 feet; thence North 77° 49' 20" East a distance of 705.91 feet; thence North 84° 29' 56" East a distance of 227.89 feet; thence South 17° 53' 24" West a distance of 1507.21 feet; thence North 82° 40' 32" West a distance of 484.47 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.

PARCEL K

DESCRIPTION

Description for a parcel of land in the Northeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 1218.65 feet; thence South 82° 40' 32" East leaving said north-south center section line for a distance of 1139.17 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 17° 53' 24" East a distance of 1507.21 feet; thence North 84° 29' 56" East a distance of 719.35

feet; thence South 21° 19' 44" West a distance of 165.25 feet; thence South 23° 24' 15" West a distance of 1523.05 feet; thence North 84° 37' 23" West a distance of 516.23 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.

PARCEL L

DESCRIPTION

Description for a parcel of land in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 1218.65 feet; thence South 82° 40' 32" East leaving said north-south center section line for a distance of 1139.17 feet; thence South 84° 37' 23" East a distance of 516.23 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 23° 24' 15" East a distance of 1523.05 feet; thence North 78° 03' 28" East a distance of 384.50 feet to the east line of said Section 6;

thence South 00° 20' 10" East along said section line a distance of 1138.71 feet to the south 1/16 corner of said section, a 3" Bureau of Land Management brass cap; thence continuing South 00° 20' 10" East along said section line a distance of 243.04 feet; thence South 84° 28' 54" West leaving said section line a distance of 993.86 feet to the TRUE POINT OF BEGINNING. Containing 21.18 acres, more or less.

PARCEL M

DESCRIPTION

Description for a parcel of land in the Southwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet, said south quarter corner being also the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 0° 15' 25" West along the north-south center line of said Section 6 for a distance of 1218.65 feet; thence South 82° 40' 32" East leaving said north-south center section line a

distance of 1139.17 feet; thence South 32° 53' 37" West a distance of 1267.34 feet to the south line of said Section 6; thence South 88° 47' 05" West along said section line a distance of 436.24 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.

PARCEL N

DESCRIPTION

Description for a parcel of land in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 88° 47' 05" East along the south line of said Section 6 a distance of 436.24 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 32° 53' 37" East leaving said section line a distance of 1267.34 feet; thence South 84° 37' 23" East a distance of 516.23 feet; thence South 09° 40' 42" East a distance of 1000.96 feet to the south line of said section; thence South 88° 47' 05" West along the south line of said section a distance of 1370.81 feet to the TRUE POINT OF BEGINNING; Containing 22.24 acres, more or less.

PARCEL O

DESCRIPTION

Description for a parcel of land in the Southeast Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47' 05" East a distance of 2634.45 feet; thence North 88° 47' 05" East along the south line of said Section 6 a distance of 1807.05 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence North 09° 40' 42" West leaving said section line a distance of 1000.96 feet; thence North 84° 28' 54" East a distance of 993.86 feet to the east line of said Section 6; thence South 00° 20' 10" East along said section line a distance of 1064.76 feet to the southeast corner of said Section 6, a 3" Bureau of Land Management brass cap; thence South 88° 47' 05" West along the south line of said section a

distance of 827.41 feet to the TRUE POINT OF BEGINNING. Containing 21.50 acres, more or less.

#### PARCEL P

#### DESCRIPTION

Description for a parcel of land in Government Lot 2 of Section 6, Township 28 North, Range 22 East, W.M., Chelan County, Washington, said parcel being more particularly described as follows at grid, Washington State Coordinate System, North Zone, NAD 83/07, using a scale factor of 0.999818135:

Commencing at the south quarter corner of said Section 6, a 3" Bureau of Land Management brass cap, from which the southeast corner of said Section 6, also a 3" Bureau of Land Management brass cap, bears North 88°47'05" East a distance of 2634.45 feet; thence North 00° 15' 25" West along the north-south center line of said Section 6 for a distance of 3075.02 feet to a 3" Bureau of Land Management brass cap set as a witness corner for the center of said section; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 1747.56 feet to the TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; thence continuing North 00° 15' 25" West along said north-south center section line for a distance of 884.08 feet to the north quarter corner of said Section 6, a 3" Bureau of Land Management brass cap; thence North 89° 53' 10" East along the north line of said section a distance of 1149.70 feet; thence South 11° 32' 59" West leaving said section line a distance of 864.92 feet; thence South 87° 42' 22" West a distance of 973.33 feet to the TRUE POINT OF BEGINNING. Containing 21.05 acres, more or less.