

ORIGINAL

IRRIGATION AGREEMENT

THIS AGREEMENT is entered into this 4th day of August, 2010, between RAINIER VIEW WATER CO., INC., a corporation organized under the laws of the State of Washington, hereinafter referred to as "Rainier View," and Windwood Division II HOA, hereinafter referred to as "Property Owner."

RECITALS

1. The Property Owner has proposed to install an irrigation system on the property described below and desires to connect said irrigation system to Rainier View's water system.
2. Rainier View owns and operates a public water system, and is willing to provide irrigation water service to Property Owner under the terms of this Agreement and its tariff.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived, it is agreed as follows:

AGREEMENT

1. Property Owner shall install an irrigation system at the location described below:

Address: See attached Plat map

Parcel # Tract A, Windwood Div II
(Common Area Park) open space) See sheet 3 of 3 attached.

2. After the Date of Acceptance, as defined herein and all fees are paid, Rainier View shall install a service connection at the property line of the location described in Paragraph 1, in accordance with its tariff.

3. From the Date of Acceptance, Rainier View shall, subject to approval by the Washington Utilities and Transportation Commission (WUTC), provide service to the property. As used in this Agreement, Date of Acceptance is the date of payment by Property Owner of all sums owed by Property Owner under this Agreement.

4. Nothing in this Agreement entitles Property Owner or Property Owner's successors or assigns to connect to Rainier View's water system, except in accordance with the terms, conditions and charges in Rainier View's tariff filed with the Washington Utilities and Transportation Commission. Property Owner understands the current method of assessing rates is on a meter size basis. If this changes in the future, the tariff shall control over this Agreement on calculation of charges.

5. Property Owner further agrees that its use of water on a per ERU basis shall be limited to eight hundred (800) gallons per day during the irrigation season of May 1 through September 30 and such use shall be pursuant to the tariffs of Rainier View filed with the Commission; provided, that, to the extent such tariffs provide for less usage during the irrigation season than eight hundred (800) gallons per ERU per day, the tariff shall control; including, but not limited to, any action taken under the tariff provision to stop irrigation altogether under high usage situations or equipment failure.

6. The calculation of the eight hundred (800) gallon per ERU per day usage limitation shall be made on a monthly basis. Under this method of calculation, water that is not used in a month may not be saved or "banked" for use in a later month during the irrigation season. For example, if actual irrigation usage is six hundred (600) gallons per ERU per day for the month of May, that difference between six hundred (600) gallons per ERU per day and eight hundred (800) gallons per ERU per day may not be applied in the month of August to provide usage greater than eight hundred (800) gallons per ERU per day.

7. Developer shall design all irrigation and landscaping for open space or areas not part of a lot on which a single family residence will be constructed that may be part of

the plat served by the System Extension to serve conservation goals. Design criteria shall be to use no more than eight hundred (800) gallons per irrigation ERU per day during peak season of May through September. The design criteria shall also be a usage criterion. The calculation of the eight hundred (800) gallon per ERU per day usage limitation shall be made on a monthly basis. In addition, Developer agrees to adopt a "best practices" approach to the use of irrigation service. This best practices approach includes, but is not limited to, the following: (a) irrigation of grass areas at a rate of no more than one (1) inch per week; (b) sizing irrigation sprinklers and installing irrigation sprinklers to provide as near a uniform coverage of grass-landscaped areas as feasible; (c) not using watering practices that involve a "sponge" approach where water is applied in one area with the thought that it will eventually provide coverage of other areas through the water traveling over, through or under the ground; (d) not irrigating when the temperature is forecasted to exceed ninety (90) degrees Fahrenheit; and (e) installing rain sensors at each irrigation location so that irrigation does not occur during or shortly after rainfall. Developer warrants that it will use its best efforts to meet these conservation goals. Notwithstanding anything to the contrary contained herein, all irrigation use is subject to the terms of Owner's tariff, including, but not limited to Owner's ability to limit or stop irrigation for periods of time. In the event of a conflict between the terms of this paragraph and the terms of Owner's tariff as set forth in the Irrigation Schedule, the terms of the tariff shall control.

8. Property Owner agrees that it shall not ask that the meters be disconnected during the periods that fall outside of the irrigation season (October 1 through April 30). If Property Owner does request disconnection for a meter that provides irrigation service, Property Owner will lose all rights related to the meter connection and the ERUs assigned to that meter. Any subsequent request to reinstate service will be treated as a request for new service and will be subject to payment of all of Rainier View's fees for such service, including payment of Developer Contingency Charge and Supplemental Developer's Fee, currently at the rate of Six Thousand Four Hundred Eighty and 00/100 Dollars (\$6,480.00) per ERU.

9. Property Owner represents and warrants that: (1) it is a Non-Profit Organization and in good standing in Washington; (2) it has full authority to enter into this Agreement and that execution of such Agreement shall be binding for all irrigation service throughout the Property Owner's development; (3) entry into this Agreement shall not place Property Owner in breach of any other agreement or loan covenant; and (4) the person signing on behalf of Property Owner has full authority to do so and execution of this Agreement has been duly approved by appropriate action of Property Owner.

10. Rainier View does not warrant delivery of any specific quantity of water.

11. Property Owner shall pay ONE THOUSAND TWO HUNDRED TEN Dollars (\$1,210.00) per residential equivalent for which water service is proposed to be provided by the System Extension as a Developer Contingency Charge. In addition, Property Owner shall pay FIVE THOUSAND TWO HUNDRED SEVENTY Dollars (\$5,270.00) per residential equivalent for which water service is proposed to be provided by the Irrigation Agreement as a Supplemental Developer's Fee. Payment of the sums under this paragraph shall be due and payable within five (5) days of the date this Agreement is approved by the Washington Utilities and Transportation Commission, which approval may occur by the passage of time (thirty days after filing).

12. Property Owner shall pay to Rainier View ONE HUNDRED Dollars (\$100.00) for Rainier View's attorney fees for the development and filing of this Agreement.

13. This Agreement may be terminated by Rainier View, at Rainier View's discretion, upon ten (10) calendar days' written notice to Property Owner, if Property Owner fails to pay any amounts due under this Agreement when due. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

If this Agreement is terminated under this provision, Rainier View shall have no obligation to provide service to Property Owner or Property Owner's successors or assigns.

14. Rainier View shall have no obligation to maintain or repair service lines or other equipment or appurtenances on the Property Owner's side of the meter.

15. Property Owner shall design the irrigation system and landscaping served by the irrigation system to serve conservation goals. Design criteria shall be to use no more than eight hundred (800) gallons per day per irrigation ERU during peak period of May through September. The irrigation system will be designed to include a rain sensor that automatically shut down the system. The Property Owner warrants that it will use its best efforts to meet these conservation goals.

16. Given the nature of the obligations contained herein, Property Owner and Rainier View agree that this Agreement may be enforced by action for specific performance and that monetary damages are otherwise unavailable or insufficient as a means of enforcing the terms of this Agreement.

17. Miscellaneous.

a. Jurisdiction. This Agreement is made with reference to and is intended to be construed in accordance with the laws of the State of Washington. The parties agree that the venue for any suit brought hereunder shall be laid exclusively in Pierce County, Washington.

b. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, assigns and personal representatives of the parties.

c. Execution of Counterpart. This Agreement shall be executed separately or independently in any number of counterparts, each and all of which together shall be deemed to have been executed simultaneously and for all purposes be one agreement.

d. Construction. This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact that one party, or its attorney, may have been more responsible for the preparation of the document.

e. Attorney's Fees. In the event that any party hereto retains an attorney to enforce any of the provisions hereof, then the substantially prevailing party shall be entitled to reasonable attorney's fees incurred in both trial and appellate courts, or fees incurred without suit and all court and accounting costs.

f. Survival. All of the obligations (except to the extent performed), warranties and representations in this Agreement shall survive the closing.

g. Amendment. No modification, amendment, addition to, or termination of this Agreement nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all parties.

h. Waiver. No failure on the part of either party to exercise, and no delay in exercising, any rights hereunder shall operate as a waiver thereof; nor shall any waiver or acceptance of a partial, single or delayed performance of any term or condition of this Agreement operate as a continuing waiver or a waiver of any subsequent breach thereof.

i. Notices. Any notice provided for in this Agreement shall be deemed given if it is in writing and is personally delivered or sent by certified mail, postage prepaid, return receipt requested, and delivered or addressed as set forth below, or to such other address as the parties may hereafter designate by notice given in the same manner.

To Rainier View: RAINIER VIEW WATER COMPANY, INC.
P.O. BOX 44427
TACOMA, WA 98448-0427

To Property Owner: Windward Div. II, H.O.A.
P.O. Box 731733
Puyallup, WA 98373
Phone # (253) 848-1200
Fax # (253) 770-8332
Cell # () _____

j. Effective Date. The effective date of this Agreement shall be thirty (30) days after this Agreement is filed with the WUTC, but may be extended if the WUTC suspends the Agreement.

18. To the extent allowed by law, the Property Owner shall hold Rainier View and its officers, agents, and employees harmless from all suits, claims or liabilities of any nature, including attorney's fees, costs, and expenses for or on account of injuries or damages sustained by any persons or property resulting from negligent or willful activities or omissions of the Property Owner, its agents, employees, or on account of any unpaid wages or other remuneration for services or for failure to comply with Chapter 19.122 RCW ("dig-up laws") or any violation of county franchise requirements; and if judgment be rendered or settlement made requiring payment of damages by Rainier View, which damages are based in whole or in part on the negligent or willful activities or omissions of the Property Owner, its agents or employees, or on account of any unpaid wages or other remuneration for services or for a violation of Chapter 19.122 RCW or county franchise requirements, the Property Owner shall pay the same.

19. Property Owner and Rainier View agree that the obligations contained herein are of such a nature as to be so inextricably combined with the operation and management of the land within the Property Owner's development which is subject to the irrigation service described herein that it is hereby intended that this Agreement materially affects such land and shall be a covenant running with such land and shall be recorded as such.

EXECUTED by the parties the date first above written.

RAINIER VIEW WATER CO., INC.

By: [Signature]
(Signature)

Its: MANAGER
(Title)

PROPERTY OWNER:

Windwood Division II H.O.A.
(Print Name)

By: [Signature] 8/5/10
(Signature)

Its: PRESIDENT
(Title e.g., Property Owner, Contractor)

WINDWOOD DIVISION II

A PORTION OF THE SW1/4, NE1/4 OF SEC. 32, TWP. 19 N., RNG. 4 E., W.M.
PIERCE COUNTY, WASHINGTON

DEDICATION:

We, the undersigned owners of the herein described property dedicate Tract "A" (open space) to the purchasers thereof.

We dedicate to Pierce County that portion of 80th Avenue East, 80th Avenue Court East, 81st Ave. E. East, 183rd Street Court East and 184th Street East as shown on the face of this plat for road purposes.

And hereby grant to the public the right to make all necessary slopes for cuts and fills upon these lots in the original reasonable grading of the streets.

We, the undersigned owners of the herein described property dedicate these Lots to the purchasers thereof. 182nd Street East is Private.

We, dedicate to Pierce County, its officers, employees, agents, successors, assigns, contractors, for the use of the public forever, a perpetual easement with a right of immediate entry and continued access for the construction, improvement, maintenance and repair of underground drainage facilities over, under and across the easements and/or private roads shown on the face of this plat.

Tract "A" is an Open Space Tract, all Lots within this subdivision have an equal and undivided interest in the ownership and maintenance thereof.

Schuur Bros., Inc.,
a Washington Corporation
By: Stuart Schuur
President
Washington Mutual Bank
City Bank

APPROVALS:

PUBLIC WORKS DEPARTMENT:
For Public Roads 80th Avenue East, 80th Avenue Court East, 81st Ave. E. East, 183rd Street Court East and 184th Street East:
I/we hereby certify that all roads and the associated storm sewer system in this plat have been constructed to county standards in accordance with the requirements of the Pierce County Public Works Department, or that a financial guarantee in an amount sufficient to complete the work is deposited in this office. I/we further certify that this plat is hereby accepted and approved.
William J. Hur
Departmental Representative
Date: 7-23-04

SEWER UTILITY:
1) All lots within this plat are served by a public sanitary sewer system which is connected to Pierce County's sanitary sewer system. See note 1 under sewer utility notes on sheet 2 of 3 of this plat.
2) Pierce County, its officers, employees, agents, successors, assigns and its contractors, are hereby granted a perpetual easement with a right of immediate entry and continued access for the construction, improvement, maintenance and repair of storm drainage, water and sanitary sewer pipes, manholes and other utility structures over, under and across the easements and private roads shown on the face of the plat.
Sanitary sewers YES NO
Is the subject property within the Urban Growth Area?
 YES NO
Steve
Wastewater Utility Manager
(AKA Director of Utilities)
Date: 7/27/04

PLANNING AND LAND SERVICES DEPARTMENT:
We hereby certify that this plat is duly approved by the Pierce County Planning and Land Services Department and that the platting fee has been paid.
John
Director, Planning and Land Services Department
Date: 9-29-04

HEARINGS EXAMINER:
Examined and approved by the Hearing Examiner of Pierce County, Washington.
John
Pierce County Hearings Examiner
Date: 7/30/04

FIRE PREVENTION BUREAU:
We hereby certify that this plat is duly approved, subject to compliance with all current requirements of the Fire Prevention Bureau.
Tom
Fire Marshal
Date: 7-21-04

ASSESSOR - TREASURER:
I hereby certify that all State and County taxes heretofore levied against the property described herein, according to the books and records of my office have been fully paid and discharged.
Karen Madigan
Assessor-Treasurer, Pierce County, Washington
Date: 7-23-04

AUDITOR'S CERTIFICATE:
Filed for record this 30th day of JULY 2004, at 46 minutes past 10 A.M. Records of the Pierce County Auditor, Tacoma, Washington. Recording Number 200407305005
Pat McCarthy
Pierce County Auditor
Fee: 685.00
By: Eric Patterson
Date: 7-23-04

LAND SURVEYOR'S CERTIFICATE:
I hereby certify that this Plat of Windwood Division II is based on an actual survey done by me or under my direct supervision; that the bearings and distances are shown correctly; that the perimeter monuments have been set and that all other monuments and lot corners have been set or bonded with the county and will be set prior to the release of the bond; that I have fully complied with all State and County regulations governing platting and that it conforms to the approved preliminary plat and the conditions of approval thereof.
Steph H Woods
Stephen H Woods, P.L.S. 38965
Date: 6/23/04

ACKNOWLEDGEMENTS:

State of Washington } SS
County of Pierce }
On this 13th day of July 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stuart Schuur to me personally known (or proven on the basis of satisfactory evidence) to be the President of Schuur Bros., Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.
Stuart Schuur
Notary Public in and for the State of Washington, residing in Tacoma
My commission expires: Feb. 16, 2007
Stuart J. Butty
Print Notary name

State of Washington } SS
County of Pierce }
This is to certify that on this 9 day of July 2004, before me, the undersigned, a notary public, personally appeared Jerry K. Mahan and Kristie C. Mahan, husband and wife, to me known to be the person(s) who executed the foregoing dedication and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.
Stuart J. Butty
Notary Public in and for the State of Washington, residing in Tacoma
My commission expires: Feb. 16, 2007
Susan K. Schmitt
Print Notary name

State of Washington } SS
County of Pierce }
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WITNESS my hand and seal hereto affixed the day and year in this certificate above written.
Stuart J. Butty
Notary Public in and for the State of Washington, residing in Tacoma
My commission expires: Feb. 16, 2007
Susan K. Schmitt
Print Notary name

State of Washington } SS
County of Pierce }
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Stuart J. Butty
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My commission expires: Feb. 16, 2007
Susan K. Schmitt
Print Notary name



Centre Pointe Surveying
33701 9th Avenue South
Federal Way, WA 98003
(206) 681-1001

SW-NE 32-19N-4E
SHEET 1 OF 3
20040730-5002

ORIGINAL

WINDWOOD DIVISION II

A PORTION OF THE SW1/4, NE1/4 OF SEC. 32, TWP. 19 N., RNG. 4 E., W.M.
PIERCE COUNTY, WASHINGTON

PLAT NOTES:

- The articles of incorporation for The Windwood Division II Homeowners' Association are on file with the State of Washington in Olympia. The Windwood Division II Homeowners' Association is empowered to maintain common property and facilities and charge fees to homeowners for maintenance, and enter into agreements with Pierce County.
- Open space Tract "A" is owned and maintained by the Windwood Division II Homeowners' Association.
- The house address system for this plat shall be as follows: Addresses shall be assigned for the North-South roads within the range of 18210 - 18227 and within the range of 8003 - 8024 for the East-West roads. Individual addresses will be assigned to the principal entrance of each residence or building, in accordance with Pierce County.
- No direct vehicular access shall be allowed to 184th Street East from Lots 1 through 4 and Lots 32 through 35.
- No direct vehicular access shall be allowed to 182nd Street East from Lots 14 through 17 and Lots 45 through 48.
- No building permits will be issued on any lots in this subdivision until all necessary drainage improvements, roads, shared accesses, or alleyways are completed, with the exception that minor items that may be damaged during homebuilding (such as sidewalks, 12-18" wide linings, or shoulder leveling course) may be financially guaranteed.
- All roads are public within this plat, except 182nd Street East.
- This plat is subject to reservations pertaining future road dedication in deed filed under AFN 9503100639.
- This plat is subject to Right of Entry agreements to Pierce County, filed under AFN's 200310091467 and 200310091455.

SEWER UTILITY NOTES:

- Lots 4 through 17, inclusive, and Lot 31 within this plat will be served by a private temporary sanitary sewer system until such time that the public dryline sanitary sewers are connected to the Pierce County Public Sanitary Sewer System and made available for wetline connection. Pierce County has no obligation for the operation, maintenance or repair of the private temporary sanitary sewer system. The lot owners shall be responsible for the operation and maintenance of the private temporary sanitary sewers system. Once the dryline sanitary sewer system is available for wetline connection, all lot owners shall disconnect from the temporary private sanitary sewer system and connect to the public sanitary sewer system at their own expense. The appropriate permits must be obtained from the Pierce County Department of Public Works and Utilities prior to the connection.
- Note that no connection to the proposed dryline sewer lines can be made until all downstream sanitary sewer facilities are constructed and have final County acceptance, all applicable connection charges are paid in full and any other conditions for connection to the sanitary sewer system have been completed to the County's satisfaction.

- No structures (i.e., sheds, decks, etc.) or obstructions (i.e., landscape plants, etc.) will be placed within the public sanitary sewer easement in full and any other conditions for connection to the be disturbed.
 - No fences will be constructed in the public sanitary sewer easement unless there are access gates for maintenance workers/vehicles of the Pierce County Department of Public Works and Utilities. Maintenance workers/vehicles shall have unrestricted access 24 hours a day.
- *A public sanitary sewer easement with an access road exists or is being created.

Surveyor's Notes:

- The monument central shown for this site was accomplished by field traverse utilizing a one (1) second theodolite with integral electronic distance measuring meter (Geodimeter 600) and Real Time Kinematic (RTK) / Static Global Positioning System (GPS). Linear and angular closures of the traverses meet the standards of IAC 332-130-090.
- Offset dimensions shown hereon are measured perpendicular to property lines.
- Full reliance for legal descriptions and recorded easements have been placed on the title report from Trico Title Insurance Company Commitment Order No. Wg. 4289-392874, dated April 14, 2004. No additional research has been attempted.

Basis of Bearing:

True North, Based upon Global Positioning System (GPS) Lambert Grid Washington State South Zone coordinates. A convergence angle of 4° 19' 05.91" counterclockwise was applied at a found 3" surface brass disc in concrete in the turn lane of 176th Street East +/- 150' east of the intersection with 85th Avenue Court East. The monument is the northeast corner of Section 32, Township 19 North, Range 4 East of the Willamette Meridian. The North American Datum of 1983/1981 (NAD 83/81) grid coordinates were found to be 848184.857 / 1189438.437 at that point. The inverse of both the sea level correction factor of 0.99978867 and the grid factor of 0.999954434 was applied to the grid coordinates for shown ground distances.

UTILITY EASEMENT NOTE:

An easement is hereby reserved for and granted to City of Tacoma Department of Public Utilities, DBA Tacoma Power, Puget Sound Energy, any telephone company, any cable company, Pierce County and their respective successors and assigns, under and upon the private ingress/egress and utility easements as shown hereon, in which to install, construct, renew, operate and maintain water system facilities, sewer system facilities, road and sidewalk improvements, storm sewer facilities underground conduits, mains, cables and wires with the necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, cable, water, sewer, storm sewer and gas service together with the right to enter upon the lots at all times for the purpose herein stated.

These easements entered upon for these purposes shall be restored as near as possible to their original condition by the utility. No lines or wires for the transmission of electric current, telephone, or cable TV shall be placed or be permitted to be placed upon any lot unless the same shall be underground or in conduit attached to a building.

RAIN WATER RUNOFF NOTES:

Roof Runoff:
Prior to final building inspection for the structure(s) on all lots, roof drain downspouts shall be tightlined to the lot's infiltration trench, and shall be inspected by Pierce County (or the applicant's retained engineer) for compliance with the drainage requirements.

The drainage system was designed for 2,619 sq ft of impervious surface.

Driveway Runoff:
Prior to final building inspection for the structure(s) on all lots, driveway runoff shall be routed to the roadway drainage system, and shall be inspected by Pierce County (or the applicant's retained engineer) for compliance with the drainage requirements.

The drainage system was designed for 750 sq ft of impervious surface.

LEGAL DESCRIPTION:

Parcel A:
The East half of the Southeast quarter of the Southwest quarter of Northeast quarter of Section 32, Township 19 North, Range 4 East Willamette Meridian, in Pierce County, Washington.

EXCEPT the East 138.10 feet thereof.

(Also known as Revised Parcel A of Boundary Line Adjustment recorded under Auditor's File No. 9510090528)

Parcel B:
The East 138.10 feet of the East half of the Southeast quarter of Southwest quarter of Northeast quarter of Section 32, Township 19 North, Range 4 East Willamette Meridian, in Pierce County, Washington.

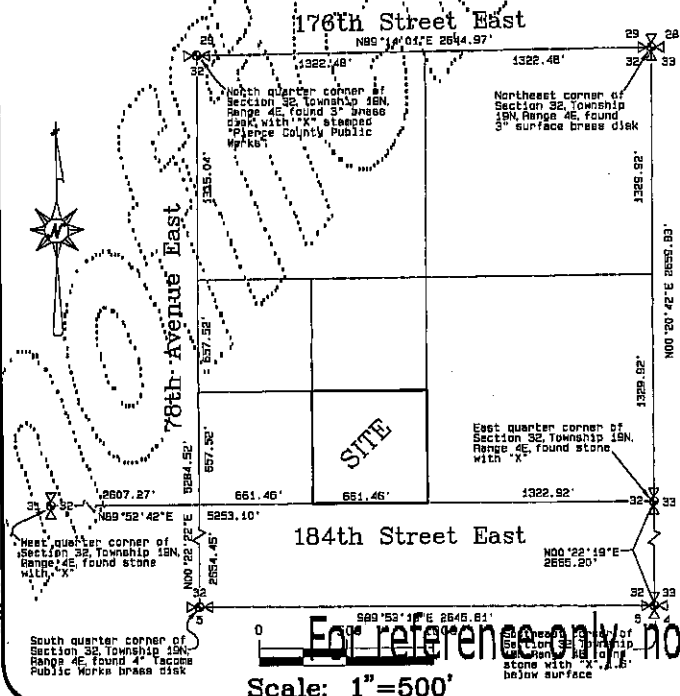
(Also known as Revised Parcel B of Boundary Line Adjustment recorded under Auditor's File No. 9510090528.)

Parcel C:
The West half of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 32, Township 19 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.

HEALTH DEPARTMENT:

Preliminary inspections indicate soil and site conditions may allow use of on-site sewage system as means of sewage disposal for some but not necessarily all building sites within this plat.

Meiloe Blaine 7/22/04
Departmental Representative Date



Scale: 1"=500'

For reference only, not for sale



Centre Pointe Surveying
33701 9th Avenue South
Federal Way, WA 98003
(206) 891-1601

SW-NE 32-19N-4E
SHEET 2 OF 3

200407305002

ORIGINAL

