

Record and Return to:

Legal Department
City of Moses Lake
P. O. Box 1579
Moses Lake, WA 98837

1215070 05/18/2007 09:10 AM COV
Page 1 of 2 R 33.00 Grant Co, WA
PAUL BERNSSEN



COVENANT AS TO IMPROVEMENTS

1. Owner and Plat: This covenant running with the land is made by Sandcastle Estates, LLC, herein referred to as the owner of certain real property, herein referred to as the premises, located adjacent to the City of Moses Lake, in Grant County, Washington and described as follows:

Sandcastle Estates No. 4 Phase 3, per plat thereof filed with the Grant County Auditor

2. Recitals:

- 2.1 The owner has caused the premises to be platted under the jurisdiction of Grant County, Washington, within the City of Moses Lake's Urban Growth Area, and in connection with that platting, the owner is required to make certain utility improvements or obtain a written waiver from the City of Moses Lake permitting the platting to proceed without the installation of the described utility improvement at this time.
- 2.2 The owner and the City of Moses Lake, Grant County, Washington, desire to allow the owner to proceed with the completion of certain utility improvements at a later date in lieu of posting a cash payment equal to 150% of the cost of the utility improvement deferred herein.
- 2.3 It is the desire of the owner that the terms upon which certain improvements will be required in the future to be placed upon the premises shall become covenants running with the land and shall be binding upon the land and all present and subsequent owners and persons dealing with the same.

3. Covenant Terms:

- 3.1 Binding Effect: The terms of this covenant shall be binding upon the owner, his/its successors, assigns, heirs, agents, and all other persons claiming an interest in the premises or any portion thereof. The liability for the cost of the installation of the utility improvements, the construction of which is delayed by this covenant, is joint and several to the entire premises and any lots, tracts, parcels, or divisions of the premises.
- 3.2 Improvements: The following utility improvements remain to be installed in connection with the platting of the premises within the City's Urban Growth Area and the City has provided a written waiver to Grant County to permit the platting of the premises:

Design and construct street, curb, sidewalk, gutter, and water and sewer improvements to all interior and exterior streets the full length of the plat to city standards current at the time of construction.
- 3.3 Triggering Event: Upon the happening of the event listed herein, the owner, his/its heirs, assigns, or successors in and to the premises shall cause the above improvements to be forthwith made. The City of Moses Lake shall give written notice to the owner to proceed to install those improvements when the city determines installation of those improvements is required. The determination of the City of Moses Lake shall be conclusive.

3.4 Enforcement: The City of Moses Lake is a beneficiary of this covenant and as such is entitled to seek enforcement of this covenant or, in the alternative, reimbursement to the city for the costs of installing the improvements with public funds if the city has installed some or all of the required improvements itself after the failure of the owners to perform. In the event of such enforcement action, the City of Moses Lake shall be entitled to recover all costs of litigation including but not limited to the costs of title searches, service of process, discovery, and disposition costs, and all actual attorney's fees incurred before, during and after trial, including appeals.

4. Dated: 15th, May 2007

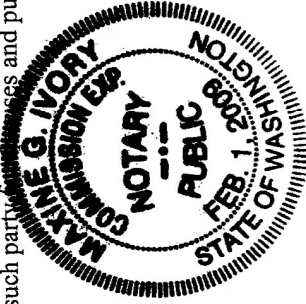
SANDCASTLE ESTATES, LLC

By Paul S. Bernsen
Paul S. Bernsen, Member

By Michael J. Bernsen
Michael J. Bernsen, Member

WASHINGTON STATE
Grant County

I certify that I know or have satisfactory evidence that Paul S. Bernsen signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as a member of Sandcastle Estates, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

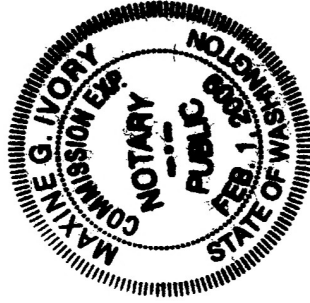


Dated: 5/15/07 2007

Therese B. Swartz
Notary Public
My appointment expires 2/1/09

WASHINGTON STATE
Grant County

I certify that I know or have satisfactory evidence that Michael J. Bernsen signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as a member of Sandcastle Estates, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 5/15/07 2007

Therese B. Swartz
Notary Public
My appointment expires 2/1/09

