



Record and Return to:

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

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 in the City's Urban Growth Area, in Grant County, Washington and described as follows:

Sandcastle Court Final Plat

Parcel No. 170073012

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 improvements or obtain a written waiver from the City of Moses Lake permitting the platting to proceed without the installation of the described 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 the described improvements at a later date in lieu of posting a cash payment equal to 150% of the cost of those improvements 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, the owner's 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 described 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: In the design of the development of the Premises, the owner shall not place wellhead sanitary protection areas from new wells that project into current or future street or utility easements. All wells shall be abandoned and de-commissioned at the time city potable water becomes available to the premises and all buildings shall be connected to city water service per the city code. All septic tanks shall be abandoned and de-commissioned at the time

city sewer becomes available to the premises and all buildings shall be connected to city sewer service per the city code.

The following 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:

Streets: Dedicate easements to place, design and construct full width street improvements on all interior and exterior streets the full length of the plat as required by City design standards or pay to the City the Premises's share of the cost of any of these improvements when completed by others.

Streets: Future street, including street fronting the plat at the time of construction, curb, sidewalk, gutter and water and sewer infrastructure, built to city standards, is provided in favor of the City of Moses Lake.

Sewer: Dedicate easements to place, design and construct a gravity sewer main the full length of the plat or pay to the City the Premises's share of the cost of this improvement when completed by others, and install sewer side services to each lot or pay the full cost to the City when completed by others. Connection to the service shall be required upon written notification when the improvements are installed.

Water: Dedicate easements to place, design and construct water main the full length of the plat or pay to the City the Premises's share of the cost of this improvement when completed by others and install services to each lot, or pay the full cost to the City when completed by others. Connection to the service shall be required upon written notification when the improvements are installed.

Fire Hydrants: Install fire hydrants along all interior and exterior streets fronting the plat or pay to the City the Premises's share of the cost when installed by others.

Street Lights: Dedicate easements for and install street lighting circuitry and street lights in accordance with plans and specifications prepared by the Grant County Public Utility District and approved by the City Engineer.

Underground Power: Design and construct underground electrical power to all property within the plat in accordance with plans and specifications prepared by the Grant County Public Utility District and approved by the City Engineer.

Construction Standards: These improvements shall be designed and constructed to current City standards at the time of construction.

- 3.3 Triggering Event: Upon the happening of the event listed herein, the owner, the owner's 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. Different improvements may be required to be installed from time to time or at the same time within the sole discretion of the City.

- 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,



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

Notary Public
State of Washington
DORIS L. LONG
MY COMMISSION EXPIRES
MAY 15, 2018

Dated August 2nd 2017

Doris L Long
Notary Public
My appointment expires May 15, 2018

[If corporation, attach certified proof of signing officer's authority]



and deposition costs, and all actual attorney's fees incurred before, during and after trial, including appeals.

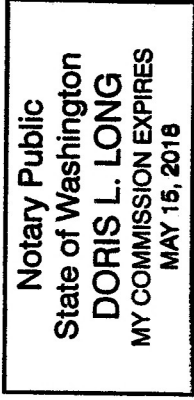
4. Dated: 8-2, 2017

Michael J Bernsen
Mike Bernsen

WASHINGTON STATE
Grant County

I certify that I know or have satisfactory evidence that Mike Bernsen signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 2nd, 2017



Doris L. Long
Notary Public
My appointment expires May 15, 2018

POWER OF ATTORNEY

1. **Appointment:** Developer hereby makes, constitutes, and appoints the City of Moses Lake, Washington, acting through its City Manager, Developer's true and lawful attorney for Developer and in Developer's name, place, and stead for the purposes stated herein. [In accordance with RCW 35A.01.040(9)(d), Developer's officer duly authorized to execute deeds or encumbrances has executed this Power of Attorney. Certified proof of such officer's authority is attached hereto.]
2. **Independent Advice:** Developer has executed this Power of Attorney for the purposes stated after having a full understanding of the implications of the execution of this instrument. This Power of Attorney is also executed after being fully advised by Developer's own counsel as to the power being conveyed to the City of Moses Lake and with a full appreciation and waiver of any rights being abrogated.
3. **Purpose:** Developer appoints the City of Moses Lake as Developer's attorney for the purpose of executing any and all documents, petitions, requests, letters, or the like necessary or desirable in the process of the creation of Local Improvement Districts and/or Utility Local Improvement Districts as described in the above joined Covenant as to Improvements.

Dated: 8-2-17

By Michael J Bernsen

State of Washington
County of Grant

