

MCCABE MEADOWS PROTECTIVE COVENANTS

Mccabe Meadows is a 240 acre development that was created by James Farrer and consists of 12 parcels which are approximately 20 acres each in size. In 2005 Mr Farrer created protective covenants for Mccabe Meadows. October 12th 2005, he signed them and had them notarized. October 14th 2005 the protective covenants were recorded with Klickitat County. Each buyer of a parcel in Mccabe Meadows acknowledge these protective covenants when they purchased the property.

My wife Amy and I bought 2 parcels in McCabe Meadows development in 2012 and took comfort in the protective covenants knowing it limited to the type of uses that could be done with the land.

Cypress Creek Renewable has leased 6 parcels, totaling approximately 120 acres from three different land owners, none of whom live in the Mccabe Meadows development. This is in direct violation of the protective covenants and not consistent with the land uses in the development.

McCabe Meadows covenants state;

The undersigned owners of real property in Klickitat County, Washington known as McCabe Meadows pursuant to a general plan for the benefit of their said property, and of all successive owners of portions hereof, hereby declare and impose the following protective covenants the same to apply generally to the property and to its owners and occupants.

Section I Property Affected:

This section lists the 12 parcels including the six parcels that are part of the Carriger project.

Section III covenant regarding uses:

Second sentence; Any owner or occupant may make ordinary residential and recreational uses of the portion of the property in which that owner or occupant has interest". Industrial scale solar and Lithium ion battery storage are definitely not a residential or recreational use. This is a direct violation of the protective covenants and not consistent with the current land uses and should not be allowed.

Section V covenants regarding activities: The last sentence states "No noxious thing or use of the property shall be allowed. Solar panels if cracked or broken have noxious and toxic materials that could easily contaminate the soil and private wells in McCabe meadows. Two acres of Lithium ion battery storage directly behind residences is a noxious and toxic

time bomb. It could contaminant the air, soil and private wells and would be an extreme fire hazard to the residences if a fire did happen. Again this project is a violation of the protective covenants and current land uses in the development and should not be allowed.

When Mr Farrer wrote these covenants its clear that he intended for land in this development to be used for residential or recreational purposes, not industrial uses like solar. When parties bought property in the development, based on the protective covenants they would have never imagined industrial solar being allowed.

Protective covenants case law:

Protective covenants are a legally binding contract between the land owners.

Protective covenants that are consistent with applicable law, will not be superseded or terminated by zoning ordinances that are not consistent with the protective covenants.

In March of 2023, My wife (Amy Hanson) spoke with Joanne Snarski of EFSEC, about our protective covenants in McCabe Meadows. She stated that EFSEC had not run into this before and she would have to consult with the Assistant Attorney General about it. She was advised by the AG office that EFSEC has authority over state law, county and city ordinances and zoning but **NO** authority over protective covenants.

By EFSEC 's own admission they have no authority over our protective covenants , therefore that portion of the Carriger project within the McCabe Meadows development cannot be approved.

I have attached a copy of the protective covenants and parcel maps that show the parcels in McCabe Meadows being leased for the Carriger solar project.

Thank you,
Russ Hanson
!0 Tucker Hill Rd
Goldendale WA



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AFTER RECORDING SEND TO:

James D. Farrer

3275 Hwy 142

Goldendale, WA 98620

MCCABE MEADOWS PROTECTIVE COVENENT

The undersigned owners of real property in Klickitat County, Washington known as McCabe Meadows pursuant to a general plan for the benefit of their said property, and of all successive owners of portions hereof, hereby declare and impose the following protective covenants the same to apply generally to the property and to its owners and occupants.

I. **PROPERTY AFFECTED:** The real property to which these Protective Covenants pertain, referred to herein for convenience as "the property," is legally described as:

PARCEL 2 - 05152600001000

THE N1/2 OF THE SE1/4 OF THE SW1/4 OF SECTION 26, T 5 N, R 15 E, W.M.

PARCEL 3 - 05152600001100

THE S1/2 OF THE SW1/4 OF THE SW1/4 OF SECTION 26, T 5 N, R 15 E, W.M.

PARCEL 4 - 05152600000600

THE S1/2 OF THE SE1/4 OF THE SW1/4 OF SECTION 26, T 5 N, R 15 E, W.M.

PARCEL 5 - 05153500001400

THE N1/2 OF THE NW1/4 OF THE NW1/4 OF SECTION 35, T 5 N, R 15 E, W.M.

PARCEL 6 - 05153500001500

THE N1/2 OF THE NE1/4 OF THE NW1/4 OF SECTION 35, T 5 N, R 15 E, W.M.

PARCEL 7 - 05153500000700

THE S1/2 OF THE NW1/4 OF THE NW1/4 OF SECTION 35, T 5 N, R 15 E, W.M.

PARCEL 8 - 05153500000800

THAT PORTION OF THE EAST HALF OF THE NW1/4 OF SECTION 35, T 5 N, R 15 E, W.M. LYING NORTH OF THE BPA RIGHT OF WAY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE S1/2 OF THE NE1/4 OF THE NW1/4 OF SAID SECTION 35; THENCE S88°51'16"E 661.07'; THENCE S08°59'48"W 1601.16' TO SAID BPA ROW; THENCE S72°59'30"W 407.26'; THENCE N00°42'20"W 1713.94' TO THE POINT OF BEGINNING.



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PARCEL 9 - 05153500000900

THE N1/2 OF THE NW1/4 OF THE NE1/4 OF SECTION 35, T 5 N, R 15 E, W.M.

PARCEL 10 - 0513500000200

THE S1/2 OF THE NW1/4 OF THE NE1/4 OF SECTION 35, T 5 N, R 15 E, W.M.

PARCEL 11 - 05153500001100

THAT PORTION OF THE EAST HALF OF THE NW1/4 OF SECTION 35, T 5 N, R 15 E, W.M. LYING NORTH OF THE BPA RIGHT OF WAY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE S1/2 OF THE NE1/4 OF THE NW1/4 OF SAID SECTION 35; THENCE N88°51'16"W 661.07'; THENCE S08°59'48"W 1601.16 TO SAID BPA ROW; THENCE N72°59'30"E 580.27'; THENCE N00°42'20"W 764.28' THENCE S89°15'08"E 375.58" THENCE N00°52'10"W 639.26' TO THE POINT OF BEGINNING.

PARCEL 12 - 05153500001200

THOSE PORTIONS OF THE SE1/4 OF THE NW1/4, EXCEPT THE WEST 948.13' THEREOF: AND OF THE SW1/4 OF THE NE1/4; ALL LYING NORTH OF THE BPA RIGHT OF WAY AND ALL IN SECTION 35, T 5 N, R 15 E, W.M.

PARCEL 13 - 05153500001300

THOSE PORTIONS OF THE SE1/4 OF THE NW1/4 AND THE SW1/4 OF THE NE1/4 LYING SOUTH OF THE BPA RIGHT OF WAY, ALL IN SECTION 35, T 5 N, R 15 E, W.M.

II. NATURE, SCOPE AND DURATION: These protective covenants shall run with the land and be binding on all persons, natural and corporate, holding any proprietary right or possessory interest in any portion of the property. They shall remain in full force and effect for a period of fifty years following the recording of this instrument.

III. COVENANT REGARDING USES: All uses made of the property shall comply with applicable governmental regulations. Any owner or occupant may make ordinary residential and recreational uses of the portion of the property in which that owner or occupant has interests.

IV. COVENANTS REGARDING IMPROVMENTS AND STRUCTURES: Structures which may be erected and placed on the property include permanent dwellings including mobile homes have 1200 Square Feet or more, and must be New or not to exceed 3 years of age. No truck, camper or motor home shall be considered a permanent dwelling for purposes of this covenant, and the same shall be placed not be occupied by persons on the property either as a permanent or be placed or kept on the property unless all required governmental



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permits authorizing the placement, construction and/or occupancy or the same have been issued.

V. COVENANTS REGARDING ACTIVITIES: No garbage, refuse or rubbish shall be allowed to accumulate upon any part of the property. No disabled motor vehicles or vehicle hulks shall be kept or stored on any part of the property, except that disabled vehicles may be kept or stored on any part of the property, except that disabled vehicles may be kept and repaired in a fully enclosed garage. No noxious thing or use of the property shall be allowed.

VI. COVENANTS REGARDING PRIVATE ROAD MAINTENANCE: To assure a level of permanent maintenance of the private road system consistent with convenient use thereof for access to portions of the property not directly accessible from public roads, the owner of any portion of the property dependent on the private road system for access to that portion of the property dependent on the private road system for access to that portion shall have a continuing affirmative duty to pay a fair and proportionate share of such necessary costs as are incurred by the owners generally in maintaining the system.



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My Commission expires: _____



My Commission expires: 10-7-2007

Notary Public in and for the State of Washington

GIVEN under my hand and official seal the day and year last above written.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James D. Farer to me known to be the individual described in and who executed the foregoing instrument, as owner of McCabe Meadows, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated James D. Farer is authorized to execute the said instrument.

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
(ss. COUNTY OF KLIKITAT)

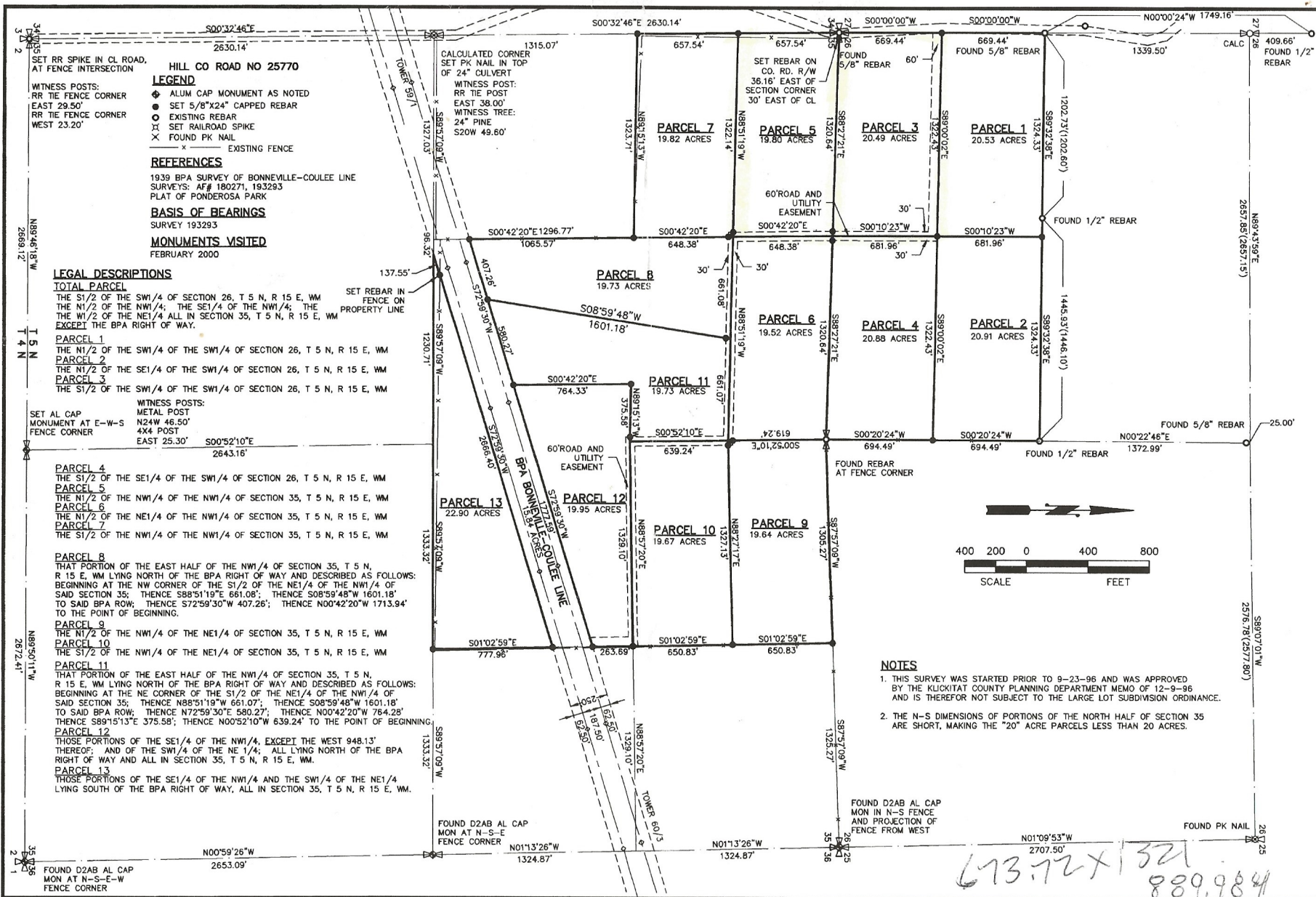
James D. Farer

By

DATED this 12th day of Oct, 2005

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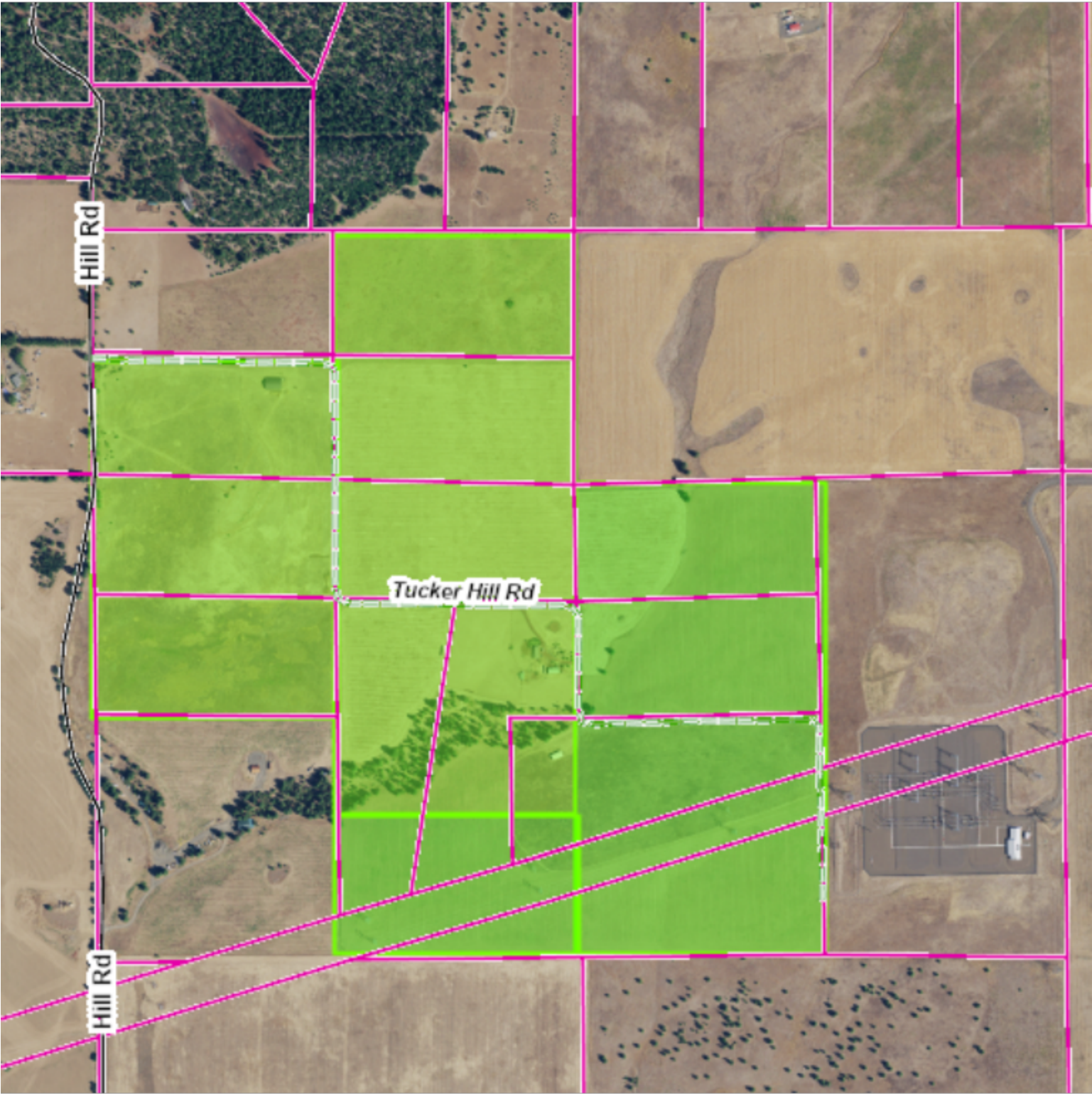


SURVEY FOR HILL ROAD PROPERTY SECS. 26 & 35, T 5 N, R. 15 E, W.M. KLUCKITAT COUNTY, WASHINGTON		DATE: 3-22-05 SCALE: 1"=400' DRAWN BY: JG SURVEYED BY: JG/BR CHECKED BY: FEC SHEET 1 OF 1 JOB NO. 00-0802A		ACCURACY STATEMENT(WAC 332-130) THIS SURVEY WAS PERFORMED USING A LIETZ SET-4 TOTAL STATION, BY FIELD TRAVERSE WITH RELATIVE ACCURACY GREATER THAN 1:5000 MATHEMATICAL ANALYSIS IS BY COMPASS RULE. NOTE NO WARRANTIES ARE MADE AS TO MATTERS OF ENCROACHMENT, ADVERSE POSSESSION, UNWRITTEN TITLE, RIPARIAN CHANGES, FLOOD ZONES ETC.		SURVEYOR'S CERTIFICATE THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF JIM FARRER IN 02-00. <i>Frank E. Childs, Jr.</i> 5/24/05 FRANK E. CHILDS, JR., PLS 18028 DATE				INDEX 26 & 35 5N 15E		AUDITOR'S CERTIFICATE FILED FOR RECORD THIS 25th DAY OF May 2005 AT 3:18P M. IN BOOK 11 OF SURVEYS AT PAGE 295 AT THE REQUEST OF TAYLOR ENGINEERING INC. COUNTY AUDITOR <i>Victoria B. B...</i> 1053852 Deputy Auditor <i>...</i>	
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43435 FT

McCabe Meadows development

Customize a Subtitle Here



Legend

- County Boundary
- Towns (Points)
- City Limits

- Roads
 - City
 - County
 - Other Govt
 - Private
 - State

- Parcels

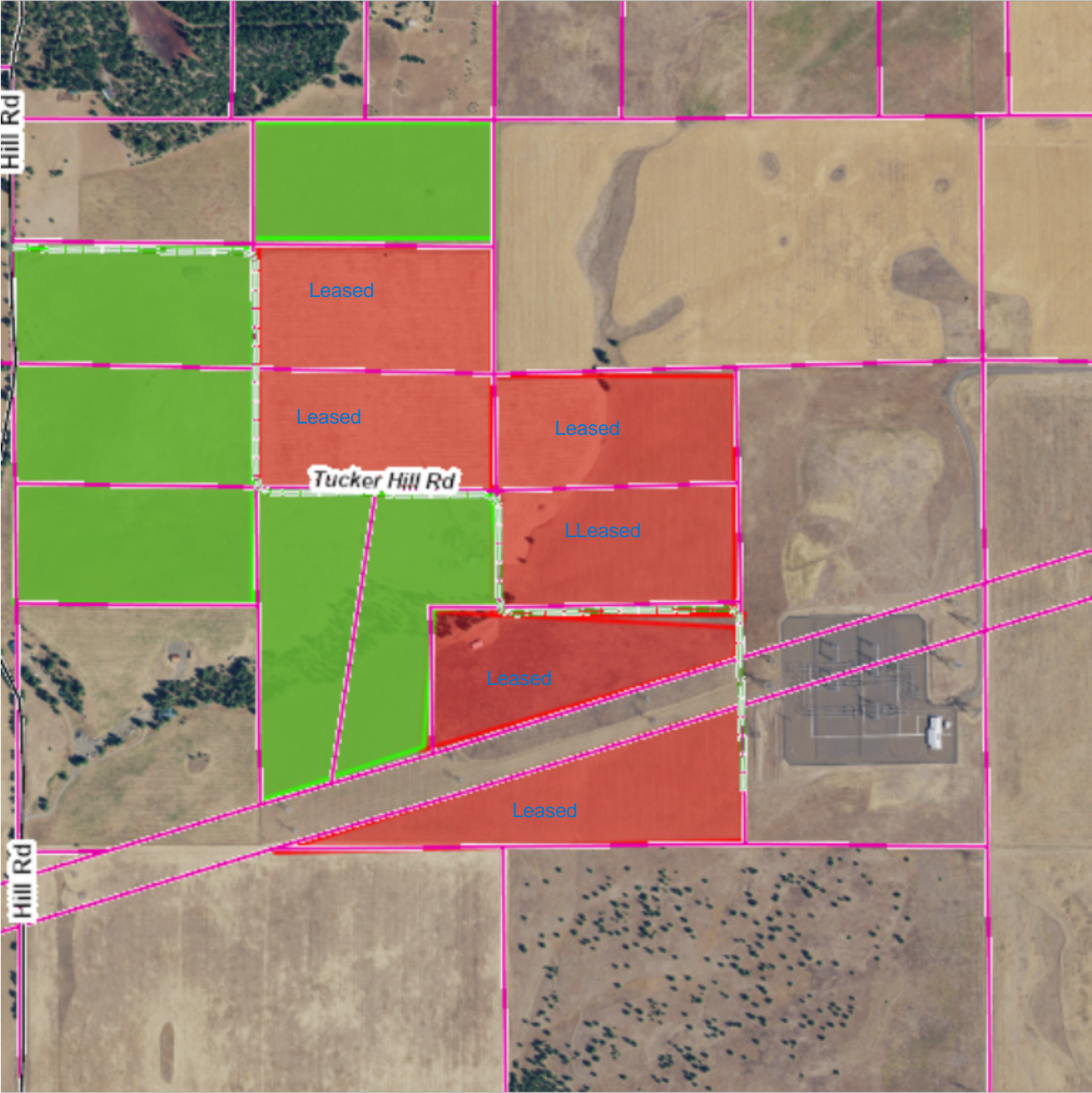
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Leased land

Customize a Subtitle Here



Legend

- County Boundary
- Towns (Points)
- City Limits

- Roads
 - City
 - County
 - Other Govt
 - Private
 - State

- Parcels

1000 ft



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