

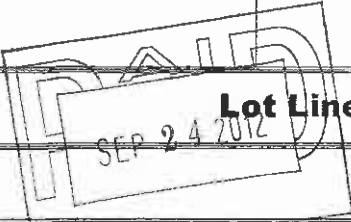
Received Stamp

RECEIVED

SEP 24 2012



City of Roslyn  
Planning Department  
100 E. Pennsylvania Ave.  
PO Box 451  
Roslyn, WA 98941  
509-649-3105  
FAX 509-649-3174  
roslynplanning@inlandnet.om



**Lot Line Adjustment Application Checklist**

**FOR STAFF USE ONLY**

**File No.:**

**Received By:**

**Date Received:**

The following is a list of materials which are required for a complete application. Consult with the Planning Department if you have any questions. In addition to the Lot Line Adjustment Application, the applicant shall file seven (8) legible paper copies of the proposed lot line adjustment, on sheets 18" x 24" in size. The following information (#8-20) must appear on the lot line adjustment drawing and final mylar (final mylar shall be submitted only after approval of the proposal) that will be recorded if approved:

Applicant	City	NA	The Planning Official will determine which items are not applicable (NA) at or prior to the pre-application meeting.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Master Permit Application
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Lot Line Adjustment Permit Application.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. The Lot Line Adjustment permit fee.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. A vicinity map extending at least 800 feet in each direction from the proposed short subdivision, or further, if necessary, to assist in locating the lot line adjustment. The vicinity map shall be drawn to scale of one inch equals 800 feet.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. A Title Insurance Report or Short Plat Certificate obtained no more than 90 days prior to submitting the lot line adjustment confirming that the title of the lands as described and shown on said plat in the name of all the owners of all affected parcels signing the Lot Line Adjustment Certificate or instrument of dedication.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Letter from the applicant or his/her applicant explaining the reason for requesting the proposed lot line adjustment.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Copy of existing or proposed covenants or restrictions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. SEPA Checklist.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. A title block in the lower right corner with the following items in the order listed: a. Name of the proposed LLA (usually the property owner's last name); b. Provision for the City's file number (i.e.: LLA ___-___); c. Section, Township, Range; d. Tax lot numbers(s); e. Roslyn, Kittitas County, Washington; f. Scale of the drawing with scale bar. A scale of 1" = 40' is required unless a modification is obtained from the Development Review Committee before submittal; g. Date the drawing;

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	10. Certification of the land surveyor that the platting regulations have been complied with, that a proper survey was made, together with provisions for his/her signature and seal;
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	11. A detailed plan of the existing lot line(s) at a scale of 1" = 40'.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	12. A detailed plan of the proposed lot line adjustment scale of 1" = 40'. The detailed plan shall clearly show the following information: a. North arrow. b. Basis of bearing (recorded survey). c. Washington North Lambert Grid.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	13. Indication of perimeter boundary, lot and right-of-way lines with a notation of bearings (or azimuth from the north), distance, and curve data. The curve data must include: a. Radius, central angle, arc length, and tangents. b. Radical bearings for all points of compound curves, reverse curves, beginning and/or ending of all non-tangent curves.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	14. Define the purpose and delineate all: a. Existing and/or proposed easements to be dedicated or reversed for public use. b. Existing and/or proposed areas and facilities for the common use of residents or property owners.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	15. Location of all monuments, both found and set.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	16. Indication of lot lines prior to adjustment and after the lot lines have been adjusted.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	17. Legal description of the subject property prior to the lot line adjustment and after the lot lines have been adjusted.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	18. Description and purpose of easement provisions. Existing easement needed to be vacated must be noted.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	19. Location of existing structures, including distance to property lines with an indication of whether the structure will remain or be removed. This requirement may be waived by the Planning Official before submittal.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	20. Location and approximate size of any water courses, boundaries of area subject to inundation of storm water overflows and marshes.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	21. Any other additional information as required by the Planning Official.

Received Stamp



City of Roslyn  
Planning Department  
100 E. Pennsylvania Ave.  
PO Box 451  
Roslyn, WA 98941  
509-649-3105  
FAX 509-649-3174  
roslynplanning@inlandnet.com

### Lot Line Adjustment Application

This form must be completed (clearly printed or typed) and submitted to the City with the Master Permit application and any other permit applications and associated application materials as required on the attached application checklist(s), as well as all fees as determined by the Planning Official. If you have questions or need more information, please contact the Planning Department at (509) 649-3105 or roslynplanning@inlandnet.com.

#### FOR STAFF USE ONLY

File No.:	Received By:	Date Received:	Date Complete:
Applicant Name: Larry and Sue Tritt			
Phone # (509) 304-4240			
Signature: <i>Larry and Sue Tritt</i>	<i>Suzanne J. Tritt</i>		<i>MARJORIE H. HATHAWAY Marjorie H. Hathaway 9-26-12 JAMES S. HATHAWAY James S. Hathaway 09/23/2012 9/26/12</i>
Project / Development Name: Tritt / Hathaway Lot Line Adjustment			
Description of Proposal:			
Assessor / Tax Parcel Number(s): 20-15-17041-0001, 20-15-17051-1208			
Number of Lots Existing: 2		Number of Lots Proposed: 2	

**A. Justification**

A lot line adjustment is a mechanism by which the City may approve the alteration of lot lines between subdivided or unsubdivided lots or both, where such an adjustment does not create any additional lot, tract, parcel, site, or division nor create lots which are nonconforming or more nonconforming than exists.

The Planning Official may approve an application for a lot line adjustment provided the following criteria are met (please indicate how this proposal complies with the criteria):

1. The proposed adjustment shall meet the exemption requirements provided in RCW 58.17.040(6).

The proposed adjustment is minor in nature and does not create any additional parcels.

2. The lot line adjustment shall not result in the creation of any additional tract, lot, parcel, site or division.

This proposal does not create any new parcels.

3. The property being transferred within the lot line adjustment shall be combined with the benefiting parcel and shall not be a separate parcel, which could be mistaken as a separate and distinct, conveyable tract without proper research.

This proposal does not create any new parcels.

4. The lots, tracts, or parcels resulting after the lot line adjustment shall meet all dimensional requirements specified for the applicable zone as outlined in this Title.

This proposal conforms to the City of Roslyn zoning ordinance.

5. All lots modified by the lot line adjustment procedures shall have legal access meeting the standards of the City of Roslyn.

Both parcels have direct access to North "E" Street.

6. The lot line adjustment shall not violate an applicable requirement or condition of a previous land use action, subdivision, short subdivision or binding site plan;

This proposal does not violate any applicable requirements.

7. All lot line adjustments shall be recorded surveys consistent with the requirements of Chapter 58.09 RCW and Chapter 332-130 WAC. All lot lines being adjusted shall be surveyed, and newly established lot corners shall be staked.

A record of survey shall be filed with Kittitas County following approval.

## **Reason for requesting the proposed lot line adjustment / Narrative**

The Tritt's own parcel 20-15-17051-1206. The parcel is 10,000 square feet in size and has a single family home on it. It is served by public water and sewer by the City of Roslyn.

The Hathaway's own parcel 20-15-17041-0001. The parcel is 50,828 square feet in size and has a single family home on it. It is served by public water and sewer by the City of Roslyn.

Currently the Tritt's are using a portion of the Hathaway's property, with their permission, for a garden area and landscaping.

The Hathaway's have their property listed and would like to sell the portion being used for a garden and landscaping to the Tritt's prior to selling the overall property.

**September 17, 2012**

**HLA Project No. 12097**

**Legal descriptions for Lot Line Adjustment**

**Existing legal Descriptions**

**Parcel 20-15-17051-1206**

Lot 6, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN, according to the Plat thereof recorded in Volume 3 of Plats, page 10, records of Kittitas County Washington.

Together with the vacated right of way of Pennsylvania Avenue accruing thereto by operation of law.

**Parcel 20-15-17041-0001**

That portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter in Section 17, Township 20 North, Range 15 East, W.M. Kittitas County, Washington Described as follows:

Beginning at the Northwest corner of Lot 1, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN, according to the Plat thereof recorded in Volume 3 of Plats, page 10, records of Kittitas County Washington; Thence North 58°05'00" East along the projection of the northwesterly line of said Lot 1 230.00 feet;

Thence South 10°24'49" East 354.68 feet to a point which bears North 58°05'00" East from the northeast corner of the terminus of Pennsylvania Avenue as platted;

Thence South 58°05'00" West 100.00 feet to said Northeast corner of Pennsylvania Avenue;

Thence North 31°55'00" west along the northeasterly line of said Block 12 a distance of 330.00 feet to the Point of Beginning.

**Proposed Legal Descriptions**

**Parcel "A"**

Lot 6, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN, according to the Plat thereof recorded in Volume 3 of Plats, page 10, records of Kittitas County Washington.

Together with the vacated right of way of Pennsylvania Avenue accruing thereto by operation of law.

And Together with that portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter in Section 17, Township 20 North, Range 15 East, W.M. Kittitas County, Washington Described as follows:

Beginning at the most northerly corner of said Lot 6;

Thence South 31°55'00" East along the northeasterly line of said Lot 6 and its southeasterly extension 80.00 feet to the northeast corner of vacated Pennsylvania Avenue;

Thence North 58°05'00" East 38.65 feet;

Thence North 8°27'27" West 26.32 feet;

Thence North 73°14'52" West 74.39 feet to the Point of Beginning.

### **Parcel "B"**

That portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter in Section 17, Township 20 North, Range 15 East, W.M. Kittitas County, Washington Described as follows:

Beginning at the Northwest corner of Lot 1, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN, according to the Plat thereof recorded in Volume 3 of Plats, page 10, records of Kittitas County Washington;

Thence North 58°05'00" East along the projection of the northwesterly line of said Lot 1 230.00 feet;

Thence South 10°24'49" East 354.68 feet to a point which bears North 58°05'00" East from the northeast corner of the terminus of Pennsylvania Avenue as platted;

Thence South 58°05'00" West 100.00 feet to said Northeast corner of Pennsylvania Avenue;

Thence North 31°55'00" west along the northeasterly line of said Block 12 a distance of 330.00 feet to the Point of Beginning.

Except that portion thereof described as follows:

Beginning at the most northerly corner of Lot 6, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN, according to the Plat thereof recorded in Volume 3 of Plats, page 10, records of Kittitas County Washington;

Thence South 31°55'00" East along the northeasterly line of said Lot 6 and its southeasterly extension 80.00 feet to the northeast corner of vacated Pennsylvania Avenue;

Thence North 58°05'00" East 38.65 feet;

Thence North 8°27'27" West 26.32 feet;

Thence North 73°14'52" West 74.39 feet to the Point of Beginning.

### **Legal Description of property to be conveyed from Hathaway to Tritt**

That portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter in Section 17, Township 20 North, Range 15 East, W.M. Kittitas County, Washington Described as follows:

Beginning at the most northerly corner of Lot 6, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN, according to the Plat thereof recorded in Volume 3 of Plats, page 10, records of Kittitas County Washington;

Thence South  $31^{\circ}55'00''$  East along the northeasterly line of said Lot 6 and its southeasterly extension 80.00 feet to the northeast corner of vacated Pennsylvania Avenue;

Thence North  $58^{\circ}05'00''$  East 38.65 feet;

Thence North  $8^{\circ}27'27''$  West 26.32 feet;

Thence North  $73^{\circ}14'52''$  West 74.39 feet to the Point of Beginning.



### Vicinity Map



Map Center: Township:20 Range:15 Section:16

***Kittitas County Disclaimer***

*Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.*



# CHICAGO TITLE INSURANCE COMPANY

Policy No. WA2011-46-0116485-2012.72156-86791699

## GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: 08/16/2012

WA2011 0116485  
AmeriTitle  
503 North Pearl St  
Ellensburg, WA 98926  
Tel: (509) 925-1477  
Fax: (509) 962-8325

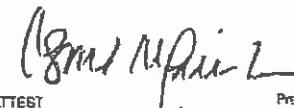



Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:



  
ATTEST President

  
Secretary

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

SUBDIVISION GUARANTEE

Office File Number : 0116485  
Guarantee Number : WA2011-46-0116485-2012.72156-86791699  
Dated : August 16, 2012, at 8:00 a.m.  
Liability Amount : \$ 1,000.00  
Premium : \$ 250.00  
Tax : \$ 20.00

Your Reference : HATHAWAY

Name of Assured: HLA

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

**That portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter in Section 17, Township 20 North, Range 15 East, W.M., Kittitas County, Washington, described as follows:**

**Beginning at the Northwest corner of Lot 1, Block 12, NORTHWEST IMPROVEMENT COMPANY'S EAST ADDITION TO THE CITY OF ROSLYN; thence North 58°05'00" East along the projection of the Northwesterly line of said Lot 1, 230.00 feet; thence South 10°24'49" East 354.68 feet to a point which bears North 58°05'00" East from the Northeast corner of the terminus of Pennsylvania Avenue, as platted; thence South 58°05'00" West 100.00 feet to said Northeast corner of Pennsylvania Avenue; thence North 31°55'00" West along the Northeasterly line of said Block 12 a distance of 330.00 feet to the point of beginning.**

Title to said real property is vested in:

**JAMES GORDON HATHAWAY AND MARJORIE HARRIET HATHAWAY, TRUSTEES OF THE JAMES AND MARJORIE HATHAWAY REVOCABLE LIVING TRUST, UNDER TRUST AGREEMENT DATED MARCH 19, 2002**

END OF SCHEDULE A

(SCHEDULE B)

File No. 0116485

Guarantee Number: WA2011-46-0116485-2012.72030-86791699

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**EXCEPTIONS:**

1. General taxes and assessments for the year 2012 have been paid.

<u>Amount</u>	<u>Tax Parcel No.</u>	<u>Affects</u>
\$ 202.81	20-15-17041-0001 (570736)	Ptn said premises
\$ 7.47	20-15-17010-0003 (580736)	Ptn said premises
  
2. Unpaid assessments levied by the Town (now City) of Roslyn, if any, no search having been made therefor.
  
3. Notice of possible (present and future) water or sewer connection charges and possible charge for unpaid utilities levied, or to be levied, by the City of Roslyn, notice of which is given by instrument recorded March 14, 1990, under Kittitas County Auditor's File No. 527711, and instrument recorded February 25, 1992, under Kittitas County Auditor's File No. 546863.
  
4. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
  
5. Reservations contained in deed.  
Executed by : PCTC, INC., A Delaware Corporation (Formerly known as Plum Creek Timber Company, Inc., and BN Timberlands, Inc.)  
Recorded : June 30, 1989  
Auditor's No. : 521473  
As Follows : Grantors reserves unto itself;

(A) All oil, gas and other hydrocarbons, regardless of gravity and whether produced in liquid or gaseous form (including, without limitation, all gas occurring in coal or lignite seams, beds or deposits, but except as occurring in coal or lignite seams beds or deposits when vented as a non-commercial substance in conjunction with coal or lignite development or extraction operations) and all substance necessarily produced in association with such oil, gas and other hydrocarbons, together with such substance, are collectively called "reserved oil and gas", together with rights of ingress and egress for the purpose of drilling for, exploring for, producing, storing, treating, transporting and processing reserved oil and gas with the right to remove any and all property grantor places on the subject property, provided such rights of ingress and egress shall be subject to the provisions set forth below; and

(B) All minerals, metals and ores of every kind and nature and whether surface or subsurface in, on or under the subject property except for reserved oil and gas and all sources of geothermal energy (such minerals and sources are called the "reserved minerals", and including without limitation and without regard to their intended use of current commercial value:

- (1) Coal, lignite, and peat (including gas occurring in coal or lignite seams, beds or deposits to the extent the same is vented as a non-commercial substance in conjunction with coal or lignite development or extraction operations);

(SCHEDULE B) (CONTINUED)

File No. 0116485

Guarantee Number: WA2011-46-0116485-2012.72030-86791699

(SPECIAL EXCEPTION NO. 5 CONTINUED)

- (2) Precious metals such as gold and silver and other metals such as copper, iron, lead and zinc;
- (3) Industrial minerals, including without limitation talc, calcium carbonate, mica and kaolin;
- (4) Fissionable source materials, including without limitation uranium, vanadium and thorium;
- (5) Sand, clay, gravel, aggregate, granite, stone, rock, including without limitation decorative rock and rock of unique character; provided, grantee may use so much of the items described in this clause (5) as it reasonable requires in connection with its use and enjoyment of the subject property or with the construction, maintenance, and repair of roads serving the subject property, so long as the use of such items is incidental to such other uses and is not a primary use;
- (6) All other naturally occurring elements, compounds, and substances whether similar or dissimilar, metallic or non-metallic, in whatsoever form and whether occurring, found, extracted or removed in solid, liquids or gaseous state; and
- (7) All of the constituent products of all or any of the foregoing and all other substances necessarily produced in association therewith.,

Together with rights of ingress and egress for the purpose of prospecting and exploring for reserved minerals by any means, and for the purpose of drilling, extracting, mining, developing, producing, treating and processing reserved minerals by all methods, (including without limitation mining by strip, auger, open pit, in-situ combustion, solution, and underground methods), and of erecting, operating, maintaining and working any mining, extraction, production, treatment or processing facility by all. Procedures, whether such means, methods, or procedures are now known or hereafter discovered, and of taking out, storing, stockpiling, removing transporting and marketing reserved minerals, together with the right to commingle reserved mineral or any other material produced from the subject property with minerals or any other material produced from any other property and to use the subject property for any of the aforesaid activities with respect to such minerals and material when related to like activities involving reserved minerals.

We further note the following instruments with regard to said reservation:

- a) Conveyance of minerals reserved under deed to Plum Creek Timber Company, L.P. to Meridian Mineral Company by deed recorded June 30, 1989 in Volume 291, Page 805, under Auditor's File No. 521474;
- b) Conveyance of oil and gas reserved under deed to Plum Creek Timber Company, L.P. to Meridian Oil Inc. by deed recorded June 30, 1989 in Volume 291, Page 807, under Auditor's File No. 521475;
- c) Quit Claim Deed from Meridian Minerals Company to Plum Creek Timber Company, L.P., recorded January 15, 1993 in Volume 338, Page 1932, under Auditor's File No. 556252 which "does hereby release, remise and quitclaim, without any covenants of warranty whatsoever, unto Plum Creek Timber Company, L.P., a Delaware limited partnership, and to its successors and assigns, all of the rights, title and interest of the Grantor in and to the Reserved Minerals, as said Reserved Minerals and all rights and appurtenances thereto are defined and reserved to PCTC, Inc. in and under the "Deed to Plum Creek Timber Company, L.P." from PCTC, Inc. to Plum Creek Timber Company, L.P. executed on June 21, 1989, effective on June 8, 1989, recorded June 30, 1989, under Document No. 521473, records of Kittitas County, Washington, which Reserved Minerals and rights and appurtenances were subsequently conveyed by PCTC, Inc. to Grantor pursuant to that document entitled "Conveyance of Minerals Reserved under Deed to Plum Creek Timber Company, L.P." executed on June 21, 1989, effective June 8, 1989, recorded June 30, 1989 under Document No. 521474, records of Kittitas County, Washington." We further note by Warranty Deed recorded June 30, 1999 under Auditor's File No. 199906300046, the interest of Plum Creek Timber Company, L.P., a Delaware Limited Partnership, was conveyed to Plum Creek Land Company, a Delaware corporation

Present ownership and other matters affecting said reservation not shown herein.

(SCHEDULE B) (CONTINUED)

File No. 0116485

Guarantee Number: WA2011-46-0116485-2012.72030-86791699

6. Exceptions and Reservations as contained in Instrument  
From : Plum Creek Timber Company  
Dated : December 27, 1990  
Recorded : January 9, 1991  
Auditor's File No. : 536233

Excepting and reserving unto the Grantor, its successors and assigns forever all minerals of every nature upon or in said land including coal, iron, natural gas and oil with right to remove same.

Said document further provides as follows:

"A material consideration for this conveyance, without which it would not be made, is the agreement by the Grantee, for herself, and for her heirs and assigns, that the Grantor shall be in no manner responsible or liable to the Grantee, or to any subsequent owner or purchaser, or any person interested therein, for any damage of whatever nature, by reason of any cave or movement of the earth caused by the removal of coal, earth or rock under the surface of the premises, or for any other damage whatever resulting from or caused by the operations of the coal mines of the Grantor in the vicinity of the premises, including fire and explosion, whether through the negligence of said Grantor or otherwise."

Present ownership and other matters affecting said reservation not shown herein.

7. Matters disclosed on the Survey recorded January 18, 1991, in Book 17 of Surveys, page 54, under Auditor's File No. 536454, including but not limited to the following:  
a) Location of fence line in relation to property boundary.
8. Terms and conditions of agreement  
Recorded : May 31, 1991  
Auditor's File No : 539737  
Between : PCTC, INC., A Delaware corporation (formerly known as Plum Creek Timber Company, INC., AND BN Timberlands, INC.) as grantors, Plum Creek Timber Company, L.P., as grantee, Meridian Minerals Company, a Montana Corporation, as reserved mineral owner and Meridian Oil, Inc., a Delaware Corporation, as reserved oil and gas owner.
9. Partial waiver of surface use rights.  
Dated : February 13, 1992  
Recorded : April 8, 1996  
Auditor's File No. : 199604080028  
By : Meridian Oil Inc.
10. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on September 26, 2005, under Kittitas County Auditor's File No. 200509260031.  
In favor of : Puget Sound Energy, Inc., a Washington corporation  
For : To construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one utility system for purposes of distribution and sale of electricity  
Affects : A portion of said premises

(SCHEDULE B) (CONTINUED)

File No. 0116485

Guarantee Number: WA2011-46-0116485-2012.72030-86791699

11. Terms and conditions of the trust under which title is vested.

END OF EXCEPTIONS

Notes:

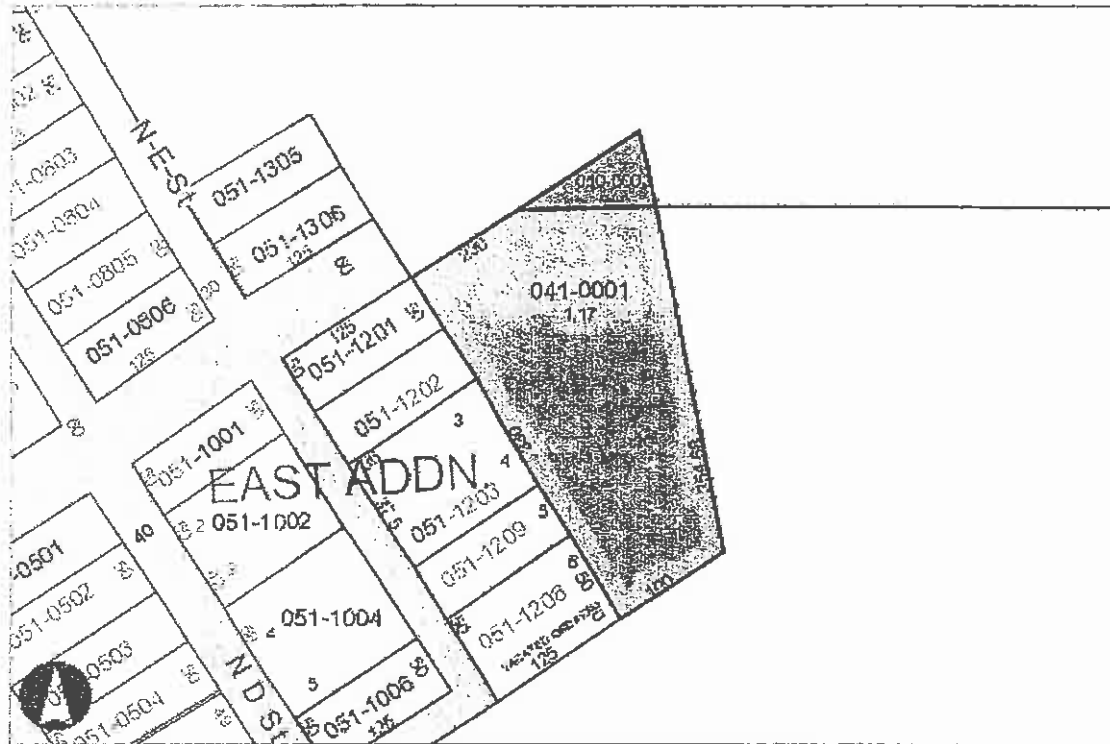
1. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

AW/lmw

1 cc: HLA: Eric Herzog  
eherzog@hlacivil.com



Map Center: Township:20 Range:15 Section:17

***Kittitas County Disclaimer***

*Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation.*

*Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.*









**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
PO BOX 80868 GEN - 03E  
Bellevue, WA 98009-0868  
ATTN.: WRC

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THIS DOCUMENT IS ASSUMED.

# ORIGINAL

# EASEMENT

33-

REFERENCE #:   
GRANTOR: Hathaway  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn of Section 17, Township 20 N, Range 15 East, Lots 3, 4, and 5, Block 12 East Addtn To Roslyn  
ASSESSOR'S PROPERTY TAX PARCEL: 20-15-17051-1203; 20-15-17051-1209

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, , James Gordon Hathaway and Marjorie Harriet Hathaway, trustees of the James and Marjorie Hathaway revocable Living Trust, under Trust Agreement March 19, 2002 ("Grantor" herein), hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in KITTITAS County, Washington:

LOTS 3, 4 AND 5, BLOCK 12, EAST ADDITION TO THE CITY OF ROSLYN, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 17, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A RIGHT OF WAY FIVE (5) FEET IN WIDTH WITH TWO AND ONE HALF (2.5) FEET ON EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one utility system for purposes of distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, for electricity; or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

~~2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.~~

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent. Except for the present garage that is approximately 1' foot from the centerline of said easement.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

Tritt  
WONO 105037191  
REDT: 56553  
September 2005

REVIEWED BY  
KITTITAS COUNTY TREASURER

*[Signature]*  
09-26-2005



5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 19<sup>th</sup> day of September, 2005.

James Gordon Hathaway and Marjorie Harriet Hathaway, trustees of the James and Marjorie Hathaway revocable Living Trust, under Trust Agreement March 19, 2002

BY: James Gordon Hathaway  
James Gordon Hathaway

BY: Marjorie Harriet Hathaway  
Marjorie Harriet Hathaway

STATE OF WASHINGTON )  
COUNTY OF Kittitas ) SS

ON THIS 19 DAY OF September, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED James Gordon Hathaway and Marjorie Harriet Hathaway, TO ME KNOWN TO BE THE PERSONS WHO SIGNED AS TRUSTEES AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED; AND ON OATH STATED THAT (HE/SHE/THEY) WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AS TRUSTEES OF SAID LIVING TRUST.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.



Ida M. Knutson  
(SIGNATURE OF NOTARY)

Ida M Knutson  
(PRINT OR STAMP NAME OF NOTARY)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Clifton  
MY APPOINTMENT EXPIRES: 1-29-2007

NOTARY SEAL, TEXT AND ALL NOTARY INFORMATION MUST BE INSIDE 1" MARGINS