

# E. TITAS COUNTY COMMUNITY

36-17-000/0 EVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926 CDS@CO.KITTITAS.WA.US Office (509) 962-7506 Fax (509) 962-7682

"Building Partnerships - Building Communities"

# **BOUNDARY LINE ADJUSTMENT**

(Adjustment of lot lines resulting in no new lots, as defined by KCC 16.10.010)

NOTE: If this Boundary Line Adjustment is between multiple property owners, seek legal advice for conveyance of property. This form does not legally convey property.

Please type or print clearly in ink. Attach additional sheets as necessary. Pursuant to KCC 15A.03.040, a complete application is determined within 28 days of receipt of the application submittal packet and fee.

The following items must be attached to the application packet.

# REQUIRED ATTACHMENTS

Note: The following are required per KCC 16.10.020 Application Requirements. A separate application must be filed for <u>each</u> boundary line adjustment request.

Unified Site Plan of existing lot lines and proposed lot lines with distances of all existing structures,
access points, well heads and septic drainfields to scale.  Signatures of all property owners.
Narrative project description (include as attachment): Please include at minimum the following
information in your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description. Provide existing and proposed legal descriptions of the affected lots. Example: Parcel A – The North 75 feet of the West 400 feet of the Southwest quarter of the Southwest quarter of
Section 02; Township 20 North; Range 16 East; W.M.; Except the West 30 feet thereof for roads.  A certificate of title issued within the preceding one hundred twenty (120) days.

For final approval (not required for initial application submittal):

- Full year's taxes to be paid in full.
- Recorded Survey.

	APPLICATION FEES:	
\$800,00	Kittitas County Community Development Services (KCCDS)	
\$275.00	Kittitas County Department of Public Works	
	Kittitas County Fire Marshal	
\$280.00		JL

\$1,500.00 Total fees due for this application (One check made payable to KCCDS)

MECHIVED

Kittings County CDS

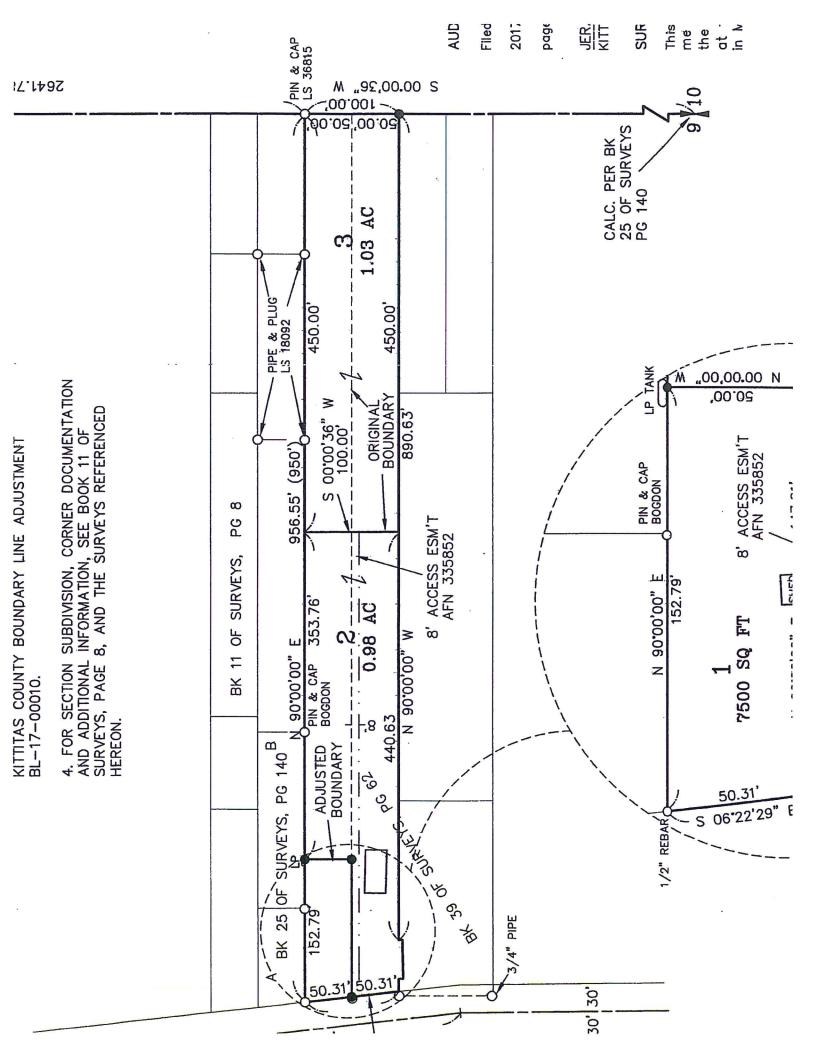


COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT

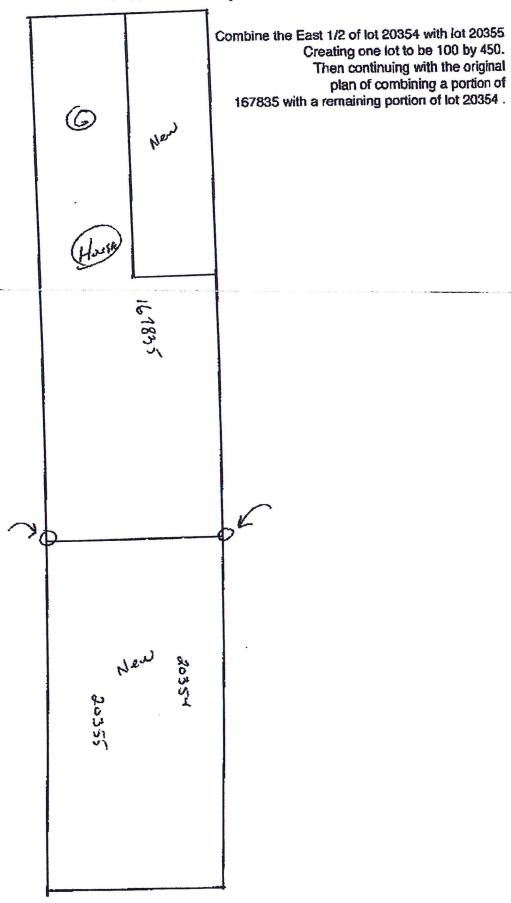


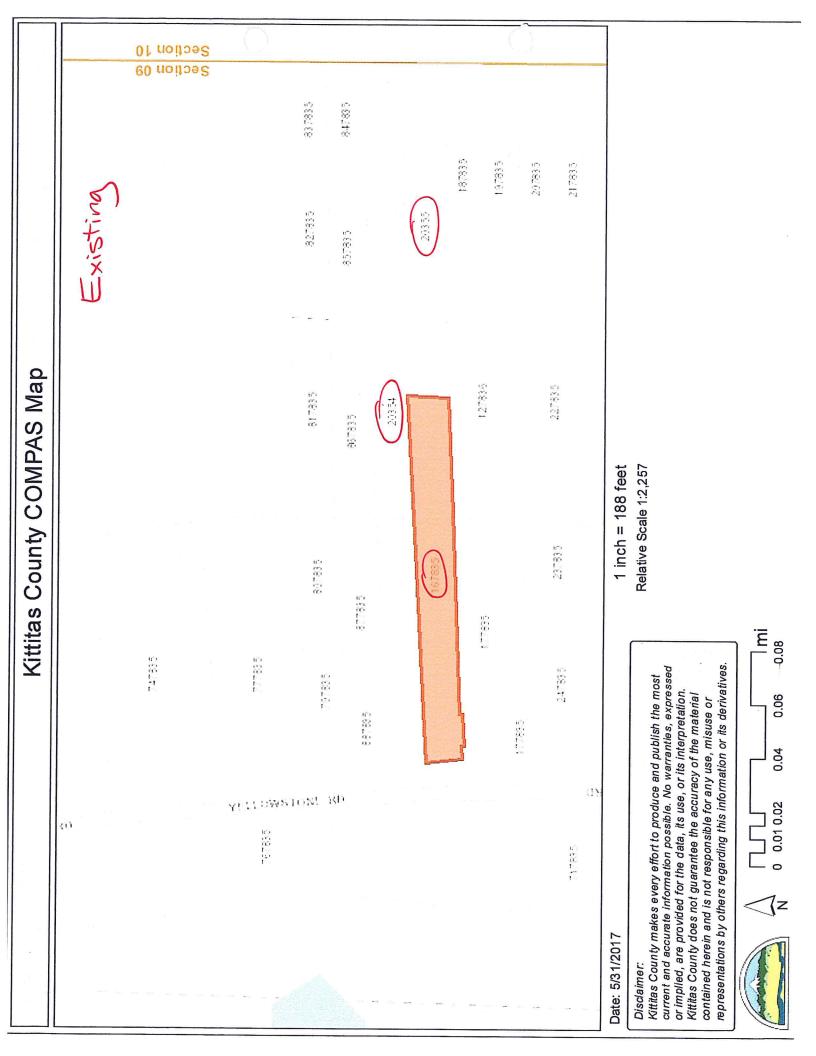
	parcels until after preliminary approval has been issued.)		
		GENERAL APPLICATION INFORMATION	
	Name, mailing address Landowner(s) signature	s and day phone of land owner(s) of record: (s) required on application form	
	Name:	Pat Ellis	
	Mailing Address:	PO Box 105	
	City/State/ZIP:	Snoqualmie Pass, WA 98068	
	Day Time Phone:	(206) 714-1640	
	Email Address:	pat105@line.com	
	Name, mailing address If an authorized agent is	and day phone of authorized agent, if different from landowner of record: indicated, then the authorized agent's signature is required for application submittal.	
	Agent Name:	Chris Cruse	
	Mailing Address:	Po Box 959	
	City/State/ZIP:	Ellensburg WA 989Z6	
	Day Time Phone:	962-8242	
	Email Address:	Cruse and assoc (a kvalley, com	
	Name, mailing address If different than land own	and day phone of other contact person  ner or authorized agent.	
	Name:		
	Mailing Address:		
1	City/State/ZIP:		
	Day Time Phone:		
3	Email Address:		
	Street address of proper	rty:	
1	Address:	670 Yellowstone Rd	
(	City/State/ZIP:	Snoqualmie Pass	
]	Legal description of pro	perty (attach additional sheets as necessary): 4, Sec9, TZZN, RIIE, WM. See title report	
- 1	Property size:	tor full nescriptio	
	Land Use Information:	Zoning: Ras (acres)	
-	out and mation.	Zoning: Kes Comp Plan Land Use Designation: LAMIRO	

8.	Existing and Proposed Lot Information	
	Original Parcel Number(s) & Acreage (1 parcel number per line)	New Acreage (Survey Vol, Pg)
	20354 - 1.09 AC	Combine into Z
	167835 - 0,59AC	parce s:
	20355 - 0.5ZAL	7,500 Saft 3
		0.98 -203 Ac Remainder \$
		1.03 Acres
	APPLICANT IS:OWNERPURCHASE	EROTHER
),	with the information contained in this application information is true, complete, and accurate. I fur	the activities described herein. I certify that I am familiar, and that to the best of my knowledge and belief such other certify that I possess the authority to undertake the sto which this application is made, the right to enter the
NOTIC parcel r	E: Kittitas County does not guarantee a buildate ecciving approval for a Boundary Line Adjustmen	ole site, legal access, available water or septic areas, for
	correspondence and notices will be transmitted to the nt or contact person, as applicable.	e Land Owner of Record and copies sent to the authorized
Signatu	re of Authorized Agent:	Signature of Land Owner of Record
REQU	IRED if indicated on application)	(Required for application submitted):
	Muse (date) 5/12/2017	X date 5-22-201
THIS F	ORM MUST BE SIGNED BY COMMUNITY DEVEL	OPMENT SERVICES AND THE TREASURER'S OFFICE
	PRIOR TO SUBMITTAL TO	THE ASSESSOR'S OFFICE.
	TREASURER'S C	OFFICE REVIEW
Tax Stat	nus: By:	Date:
.( )	COMMUNITY DEVELOPM This BLA meets the requirements of Kittitas County	
, .	Deed Recording Vol Page Date	·
Car	rd#:	Parcel Creation Date:
	t Split Date:	Current Zoning District:
	liminary Approval Date:	Ву:
Fina	al Approval Date:	



Creating one lot to be 100 by 450.





Visit our World-Wide Web site at: http://www.slewarl.com

# POLICY OF TITLE INSURANCE ISSUED BY

# STEWART TITLE

# GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

STEWART TITLE

GUARANTY COMPANY

Countersigned:

STEWART TITLE OF 208 W. 9™, STE.6

ELLENSBURG, WA 98926



# **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses

which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental profess of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Fights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

rainis of entirient contain unless house of the exercise interest has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 Defects, liens, encumbrances, adverse claims or other matters:

 (a) created, suffered, assumed or agreed to by the insured claimant;
 (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to like date the insured claimant became an insured under this policy;

resulting in no loss or damage to the insured claimant;

(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in these or damage which resulting in the insured obtains the paid value for the catalo or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the calabete Inforest insured by this policy, by reason of the operation of tederal background creating the estate or inferest insured by this policy being deemed a translation conveyance or insudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results

(i) to timely record the instrument or transfer; or (ii) of such recordation to inspert redice to a purchaser for value or a judgment or lien creditor.

THER'S POLICY - 10.17.49

### SCHEDULE A

Order Number: 17473

Policy No.: O-9993-3522404

Date of Policy: December 15, 2004 at 11:19 AM

Amount of Insurance: \$80,000.00

Premium: \$455.00

1. Name of Insured:

Pat Ellis and Sharon Ellis, husband and wife

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

Pat Ellis and Sharon Ellis, husband and wife

4. The land referred to herein is situated in the State of Washington, County of Kittitas described as follows:

See Legal Description attached hereto as Exhibit "A"

Schedule A Policy No: O-9993-3522404



#### **EXHIBIT "A"**

#### PARCEL 1:

That portion of the Northeast Quarter of the Northeast Quarter of Section 9, Township 22 North, Range 11 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

BEGINNING at the Northeast corner of said Section 9, and running

THENCE South along the East line thereof 650 feet to the true point of beginning;

THENCE running West, parallel with the North line of said Section 9, 950 feet, more or less, to the East line of a road known as the Yellowstone Trail.

THENCE South along the East line of said road 50 feet;

THENCE running East, parallel with the North line of said Section 9, 950 feet more or less, to the East line of the Section; running

THENCE North 50 feet along the said East line to the true point of beginning.

EXCEPTING THEREFROM any portion which may be lying within the right of way of Yellowstone Road.

#### PARCEL 2:

That portion of the Northeast Quarter of the Northeast Quarter of Section 9, Township 22 North, Range 11 East of the W.M., in the County of Kittitas, State of Washington, described as follows:

BEGINNING at the Northeast comer of said Section 9 and running

THENCE South 700 feet to the true point of beginning;

THENCE West, parallel with the North line of said Section 9, 450 feet;

THENCE South 50 feet:

THENCE East, parallel with the North line of said Section 9, 450 feet to the East line of said Section 9;

THENCE North 50 feet along said East line to the true point of beginning.

#### PARCEL 3:

That portion of the Northeast Quarter of the Northeast Quarter of Section 9, Township 22 North, Range 11 East, W.M., in the County of Kittitas, State of Washington which is described as follows:

BEGINNING at the Northeast corner of said Section 9, and running

THENCE South along the East line thereof 750 feet to the true point of beginning;

THENCE West parallel with the North line of said Section, 300 feet;

THENCE South parallel with the East line of said Section 50 feet;

THENCE East parallel with the North line of said Section, 300 feet to the East line of said Section, and

Schedule A Policy No: O-9993-3522404



### ALTA OWNER'S POLICY

THENCE North along said East line to the true point of beginning.

Schedule A Policy No: O-9993-3522404



#### SCHEDULE 8

Order Number: 17473 Policy No: O-9993-3522404

#### GENERAL EXCEPTIONS

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of the following:

- A. Taxes or assessments which are not now payable or which are not shown as existing liens by the records or any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- B. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by in possession, or claiming to be in possession, thereof.
- C. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- E. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

**END OF GENERAL EXCEPTIONS** 

Schedule B Policy No.: 0-9993-3522404



#### SCHEDULE B

Order Number: 17473

Policy No: O-9993-3522404

#### SPECIAL EXCEPTIONS:

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

FUTURE LIABILITY TO ASSESSMENTS levied by Snoqualmie Pass Sewer District #8.

EASEMENT, including terms and provisions contained therein:

Recorded:

August 4, 1971

Recording no .:

369455

In favor of:

Present and future owners

For:

Mutual utility ditch to contain a sewer line and electrical

Affects:

The legal description contained in said easement is not

sufficient to determine its exact location within said

premises

Refer to the record of said instrument for full particulars.

Affects Parcel 1.

3. EASEMENT, including terms and provisions contained therein:

Recorded:

October 21, 1988

Recording no.:

516412

In favor of:

Puget Sound Power and Light Company

For:

Underground electric system

Affects:

The North 10 feet of the West 310 feet of Parcel 1

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between:

Snoqualmie Pass Sewer District

And: Recorded:

Property owners

Recording Number:

April 21, 1986

Purpose:

494870

Sewer district improvements

RESERVATIONS AND EXCEPTIONS, including the terms and conditions as contained in

Statutory Warranty Deed:

Recorded:

May 24, 1939 and March 3, 1941

Recording No.:

147163 and 159486

As Follows:

The above described land shall not, at any time, be used for commercial purposes of any kind.

The above described land is subject to fire regulations of the National Forest.

Schedule B

Policy No.: O-9993-3522404

title guaranty company

#### SCHEDULE B

Order Number: 17473 Policy No: 0-9993-3522404

6. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor:

Pat Ellis and Sharon Ellis, husband and wife

Trustee: Beneficiary: Stewart Title of Kittitas County Robert E. Guyer and Marion J. Guyer, husband and

wife

Amount:

\$75,000.00

Dated:

December 8, 2004

Recorded: Recording No.:

December 15, 2004

200412150011

**End of Exceptions** 

Schedule B Policy No.: O-9993-3522404



#### KITTITAS COUNTY TITLE COMPANY 103 WEST 5TH, P. O. BOX 578 **ELLENSBURG WA 98926** 509-925-6911

Order No.: 70580 Your Reference:

Ordered by: Khadija/ALTA Escrow

#### SCHEDULE A

Effective Date: June 16, 1994, at 5:00 p.m. 1.

Proposed insured: Owners Policy: PATRICK S. ELLIS and SHARON ELLIS, husband and wife

Loan Policy

2.	Policy or Policies to be issued:	Amount	Premium	Tax
	[X] Owner's standard coverage [] Mortgagee's standard coverage [] Mortgagee's extended coverage []	\$ 27,000.00 \$ \$ \$	\$ 270.00 \$ \$ \$	\$ 20.25 \$ \$

3. The Estate or Interest in the land which is covered by this Commitment is:

Fee Simple Estate

Title to the estate or interest in the land is at the effective date hereof vested in: 4.

KEITH A. MILLS and LINDA M. MILLS, husband and wife

The land referred to in this commitment is described as follows: 5.

> That portion of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 22 North, Range 11 East, W.M., in the County of Kittitas, State of Washington, which is bounded by a line described as follows:

> Beginning at the Northeast corner of sald Section 9 and running thence South 700 feet; thence West, parallel with the North line of said Section 9, 450 feet to the true point of beginning; thence West, parallel with the North line of said Section 9, 500 feet, more or less, to the East line of a road known as the Yellowstone Trail; thence South along the East line of said road, 50 feet; thence running East, parallel with the North line of said Section 9, 500 feet more or less to a point 450 feet West of the East line of said Section 9, thence North 50 feet; to the true point of beginning.

> > END OF SCHEDULE A

Order No.: 70580

# SCHEDULE B - Section 1 Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper Instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (c) The legal description submitted has been modified as set forth herein to comply with the record and the presumed intention of the parties to the transaction. The same should be examined and approved by said parties prior to closing.

# SCHEDULE B - Section 2 General Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 8. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiring of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary line, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- E. (1)Unpatented mining claims; (2) reservations or exceptions in patents or in acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excepted under (1), (2) or (3) are shown by the public records; (4) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgages thereon covered by this commitment.

# SCHEDULE B - Section 2 Special Exceptions

 General taxes, fire patrol assessments and assessments for Weed District #9 for the second half of the year 1994, which become delinquent after October 31, 1994, if not paid.

Amount

\$136.76

Tax No.

22110911023

 Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of .0153.

Continued

## SCHEDULE B (Continued)

Order No.: 70580

3. ASSESSMENT

> AMOUNT \$1,275.00 INTEREST 15%

FROM August 1, 1982

ANNUAL INSTALLMENTS 15 INSTALLMENTS PAID 11 INSTALLMENTS DELINQUENT a

NEXT INSTALLMENT DELINQUENT : August 1, 1994

LEVIED BY Snoqualmie Pass Sewer District

FOR Treatment plant U.L.I.D. NUMBER 4 Parcel #39

4. **ASSESSMENT** 

> AMOUNT \$710.00 INTEREST 10%

FROM September 25, 1988

ANNUAL INSTALLMENTS 10 **INSTALLMENTS PAID** 6 INSTALLMENTS DELINQUENT

NEXT INSTALLMENT DELINQUENT September 25, 1994

LEVIED BY Snoqualmle Pass Sewer District

FOR Water systems U.L.I.D. NUMBER 7 Parcel #27

Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, 5. Plaintiff, vs. (Numerous named Defendants) notice of which is given by Lis Pendens recorded on October 14, 1977, under Kittitas County recording number 417302, 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)

Supplemental notice of Lis Pendens filed June 4, 1980 under Auditor's File No. 442263, in Volume 131, page 63.

Easement, and the terms and conditions thereof, affecting a portion of sald premises and for the purposes hereinafter 6. stated, as conveyed by instrument recorded on February 2, 1967, under Kittitas County Auditor's File No. 335852.

In favor of: Stan Kriegel, a single man

: A non-exclusive easement for ingress and egress over For

Affects The North eight feet of said property

Terms and conditions of Snoqualmie Pass Sewer District for King and Kittitas Countles, Washington, Resolution No. 7. 86-7 recorded April 21, 1986 in Volume 243, page 403, under Kittitas County Auditor's File No. 494870.

End of Special Exceptions

Continued

# SCHEDULE B (Continued)

Order No.: 70580

NOTICE: A minimum fee of \$50.00 plus tax will be charged upon the cancellation of this commitment pursuant to the Washington State Insurance Code and the filed rate schedule of the Company.

# END OF SCHEDULE B

### LC/ba

4cc:

Maria

ALTA Escrow 925 116th Ave. NE

Suite 201

Bellevue, WA 98004



# KITTITAS COUNTY PERMIT CENTER 411 N. RUBY STREET, ELLENSBURG, WA 98926

**RECEIPT NO.:** 

00034177

COMMUNITY DEVELOPMENT SERVICES

(509) 962-7506

PUBLIC HEALTH DEPARTMENT

(509) 962-7698

DEPARTMENT OF PUBLIC WORKS

(509) 962-7523

Account name:

032753

Date: 6/1/2017

Applicant:

PAT ELLIS

Type:

check

# 5089

Permit Number	Fee Description	Amount
BL-17-00010	BOUNDARY LINE ADJUSTMENT MAJOR	800.00
BL-17-00010	BLA MAJOR FM FEE	145.00
BL-17-00010	PUBLIC WORKS BLA	275.00
BL-17-00010	ENVIRONMENTAL HEALTH BLA	280.00
	Total:	1,500.00