

From: [Cruse & Associates](#)
To: [Rachael Stevie \(CD\)](#)
Cc: [Randy Whitman](#)
Subject: Re: BL-20-00018 Whitman - Conditional Preliminary Approval
Date: Tuesday, September 28, 2021 3:42:13 PM
Attachments: [image001.png](#)
[3723_001.pdf](#)
[202104070033.tif](#)
[BL-20-00018 Lot Sums.pdf](#)
[BL-20-00018 Survey.pdf](#)

CAUTION: This email originated from outside the Kittitas County network. Do not click links, open attachments, fulfill requests, or follow guidance unless you recognize the sender and have verified the content is safe.

Rachael – Attached is a preliminary copy of the Whitman BLA survey with lot summaries. Note that a fence conflict/dispute came up during this survey and attached is the correction survey with deeds that was completed on the original Whitman parcels. This correction added a little more area to this property and is reflected in lot A of this preliminary survey being slightly larger.

Please review and contact me back with any questions or if you need any additional information.

Thanks,
Chris Cruse P.L.S.
Cruse and Associates
217 East 4th Ave.
P.O. Box 959
Ellensburg, WA 98926
(509) 962-8242 Office
cruseandassoc@kvalley.com

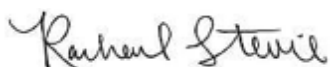
From: [Rachael Stevie \(CD\)](#)
Sent: Tuesday, August 25, 2020 11:14 AM
To: rdwhitman@fairpoint.net
Cc: [Cruse & Associates](#)
Subject: BL-20-00018 Whitman - Conditional Preliminary Approval

Good morning,


Please see attached correspondence in regards to your boundary line adjustment application.

Please contact me directly with any questions.

Thank you!



Planner I
Kittitas County
Community Development Services

<p>TREASURER'S USE ONLY</p> 	<p>RECORDER'S USE ONLY</p> <p>202104080071</p>
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After recording return to:

JEFF SLOTHOWER
Lathrop, Winbauer, Harrel,
Slothower & Denison, L.L.P.
PO Box 1088
Ellensburg, WA 98926

DOCUMENT TITLE: AGREEMENT ESTABLISHING BOUNDARY LINE UNDER CHAPTER 58.04 RCW

GRANTEE: RANDALL WHITMAN and DEBORAH WHITMAN, husband and wife

GRANTOR: TIMOTHY BRYAN and JENNIFER BRYAN, husband and wife

LEGAL DESCRIPTION: Lots 1, 2, 2B, 3, 3B, 4 and 4B of survey recorded April 7, 2021, Bk. 43 of Surveys, p. 187-188, AFN 202104070033; being a portion of the Northwest Quarter of Section 29, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

ASSESSOR'S TAX PARCEL NO.: 644534; 634534; 134534; 054534

REAL ESTATE EXCISE TAX: Does not apply – no consideration as defined in WAC 458-61A-102(2)

AGREEMENT ESTABLISHING BOUNDARY LINE UNDER CHAPTER 58.04 RCW

THIS AGREEMENT ESTABLISHING BOUNDARY LINE UNDER CHAPTER 58.04 RCW (hereinafter referred to as the "Agreement") is made on this _____ day of _____, 2021, by and between TIMOTHY BRYAN and JENNIFER BRYAN, husband and wife ("Grantor" or "Bryan") and RANDALL WHITMAN and DEBORAH WHITMAN, husband and wife ("Grantee" or "Whitman").

A. WHEREAS, Whitman owns title to the real property located in Kittitas County, Washington, legally described as follows (the "Whitman Property"):

Lots 2, 3, and 4 of that certain survey as recorded April 7, 2021, in Book 43 of Surveys, page 187-188, under Auditor's File No. 202104070033, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 29, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT Lots 2B, 3B, and 4B of said survey.

B. WHEREAS, Bryan owns title to the real property located in Kittitas County, Washington, legally described as follows (the "Bryan Property"):

Lots 1, 2B, 3B, and 4B of that certain survey as recorded April 7, 2021, in Book 43 of Surveys, page 187-188, under Auditor's File No. 202104070033, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 29, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

which Bryan intends to sell to a Third Party; and

C. WHEREAS, the Bryan Property and the Whitman Property are contiguous parcels of real property;

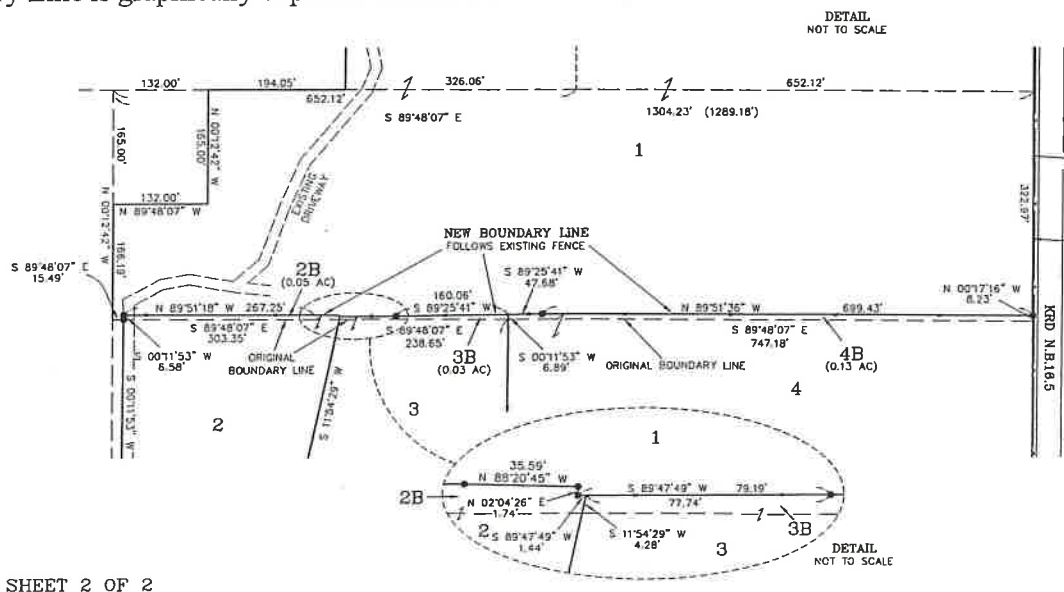
D. WHEREAS a dispute and uncertainty has arisen as to the true and correct location of the common boundary line between the Whitman Property and the Bryan Property and the use and occupation of a portion of the Whitman Property and the Bryan Property;

E. WHEREAS, the parties desire to resolve said dispute by agreeing to fix the boundary line between their properties according to RCW 58.04.007, all as hereinafter set forth; and

F. WHEREAS, the parties desire to document said agreement in this written instrument, using appropriate legal descriptions and with reference to a recorded survey map.

NOW, THEREFORE, for and in consideration of establishing an agreed boundary line pursuant to RCW 58.04.007, the recitals set forth above, the settlement of disputes, and the mutual covenants and agreements herein contained, the receipt and sufficiency which is hereby acknowledged, the parties hereto, for and on behalf of themselves and their successors-in-interest and assigns, do hereby grant, declare, reserve and establish the following:

1. The boundary line between the Whitman Property and the Bryan Property shall be that line designated as "NEW BOUNDARY LINE" on page 2 of that certain survey as recorded April 7, 2021, in Book 43 of Surveys, page 187-188, under Auditor's File No. 202104070033, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 29, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington (hereinafter the "New Boundary Line"). The New Boundary Line is graphically depicted as follows:



2. The following is the revised legal description of the Bryan Property, as a result of the agreed boundary line adjustment contained in Paragraph 1 above:

Lot 1 of that certain survey as recorded April 7, 2021, in Book 43 of Surveys, page 187-188, under Auditor's File No. 202104070033, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 29, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, excluding that portion of Parcels 2B, 3B, and 4B.

3. The following is the revised legal description of the Whitman Property, as a result of the agreed boundary line adjustment contained in Paragraph 1 above:

Lots 2, 2B, 3, 3B, 4, and 4B of that certain survey as recorded April 7, 2021, in Book 43 of Surveys, page 187-188, under Auditor's File No. 202104070033, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 29, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

Bryan, by their signature below, conveys and quit claims to Whitman any and all interest Bryan has in Parcel 2B, 3B and 4B .

4. Grantor and Grantee agree to execute and deliver to the other party such further documents or instruments necessary or appropriate to carry out the intent of the parties to this Agreement.

5. This Agreement shall run with the land and be binding upon and inure to the benefit of both Grantor and Grantee and their respective successors, assigns, heirs, personal representatives, executors, administrators, and devisees.

6. Attorneys' Fees. If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter or without resort to suit.

7. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

8. Notices. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the parties' addresses set forth above. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail.

9. Time of Performance. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

10. Section Headings. The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

11. Invalidity. In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

12. Legal Relationships. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement. Any married person executing this Agreement hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.

13. Assignment; Successors. Subject to the restrictions contained herein, the rights and obligations of the Grantor and Grantee shall inure to the benefit of and be binding upon their respective estates, heirs, executors administrators, successors, successors-in-trust and assigns.

14. Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.

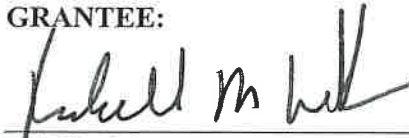
15. Interpretation. This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

17. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands the first date written above.

GRANTEE:



RANDALL WHITMAN



DEBORAH WHITMAN

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that RANDALL WHITMAN is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8th day of April, 2021.



Amanda M. Clevf
Printed Name: AMANDA M. Clevf
Notary Public in and for the State of Washington
My appt. expires: 08-09-2024

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that DEBORAH WHITMAN is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8th day of April, 2021.



Amanda M. Clevf
Printed Name: AMANDA M. Clevf
Notary Public in and for the State of Washington
My appt. expires: 08-09-2024

GRANTOR:

TIMOTHY BRYAN

JENNIFER BRYAN

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that TIMOTHY BRYAN is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8th day of April, 2021.



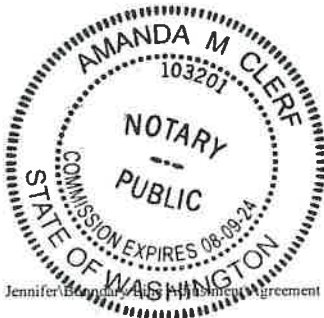
Amanda M. Clerf

Printed Name: AMANDA M. Clerf
Notary Public in and for the State of Washington
My appt. expires: 08-09-2024

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that JENNIFER BRYAN is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8th day of April, 2021.



Amanda M. Clerf

Printed Name: AMANDA M. Clerf
Notary Public in and for the State of Washington
My appt. expires: 08-09-2024

PART OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M.



LEGEND

- SET 5/8" REBAR W/ CAP
- "CRUSE 36815"
- FOUND PIN & CAP
- x — FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND/OR SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR ADDITIONAL INFORMATION, SEE BOOK 1 OF SURVEYS, PAGE 34, AND BOOK 10 OF SURVEYS, PAGE 79.
4. FOR SECTIN SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL INFORMATION, SEE BOOK 16 OF SURVEYS, PAGE 82.
5. BASIS OF BEARINGS = BOOK J OF SHORT PLATS, PAGES 238-240.
6. THE PURPOSE OF THIS SURVEY IS TO CORRECT THE PROPERTY BOUNDARY TO THE EXISTING FENCE AND CURRENT LINE OF USE.

AUDITOR'S CERTIFICATE 202104070033

Filed for record this 7TH day of APRIL,
2021, at 11:23 A.M., in Book 43 of Surveys at
page(s) 187 at the request of Cruse & Associates.

JERALD V. PETTIT BY: *J. Cruse*, Deputy
KITTITAS COUNTY AUDITOR

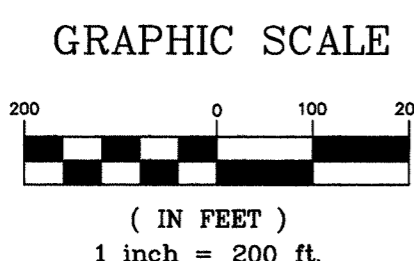
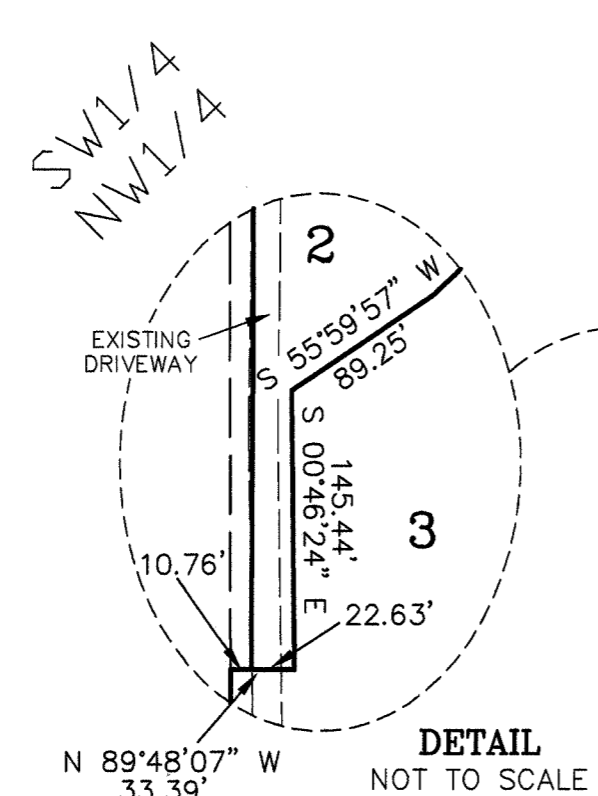
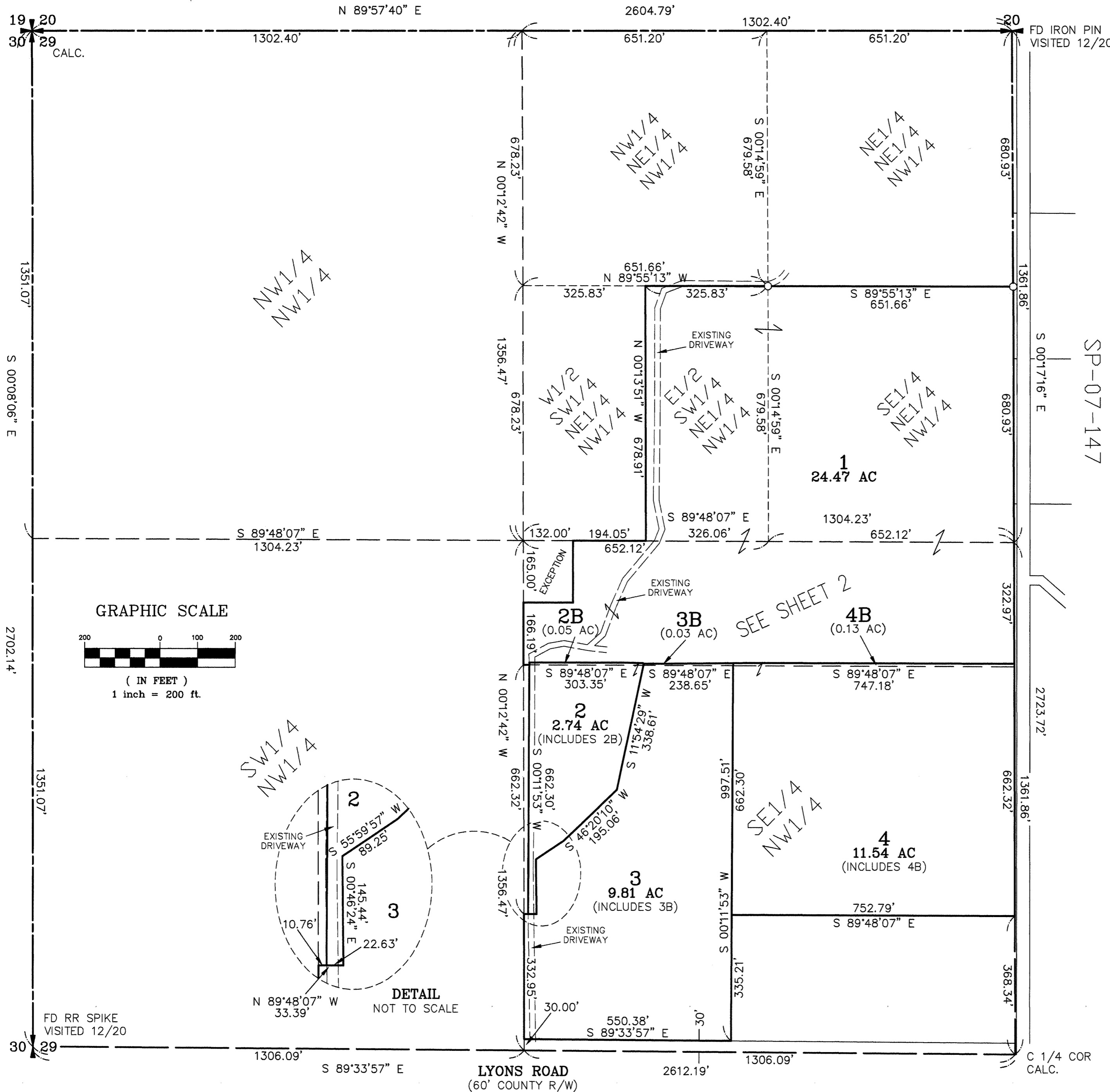
SURVEYOR'S CERTIFICATE

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 TIM BRYAN & RANDY WHITMAN
in APRIL of 2021.

Chris Cruse
CHRISTOPHER C. CRUSE
Professional Land Surveyor
License No. 36815
4/7/2021
DATE

CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242

BRYAN/WHITMAN



04/07/2021 11:23:10 AM V: 43 P: 187 202104070033
 \$192.50
 Surveyor
 Kittitas County Auditor

X	
X	

PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M.

LEGAL DESCRIPTIONS

ORIGINAL PARCEL DEED RECORDS: BRYAN – AFN 201805110050; WHITMAN – AFNS 200806200004 & 201712290024

CORRECTED PARCEL DESCRIPTIONS

PARCEL 1 (BRYAN)

PARCEL 1 OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL 2 (WHITMAN) – INCLUDES PARCEL 2B

PARCEL 2 OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL 2B (BRYAN TO WHITMAN)

PARCEL 2B OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL 3 (WHITMAN) – INCLUDES PARCEL 3B

PARCEL 3 OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

LEGAL DESCRIPTIONS (CONT.)

PARCEL 3B (BRYAN TO WHITMAN)

PARCEL 3B OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

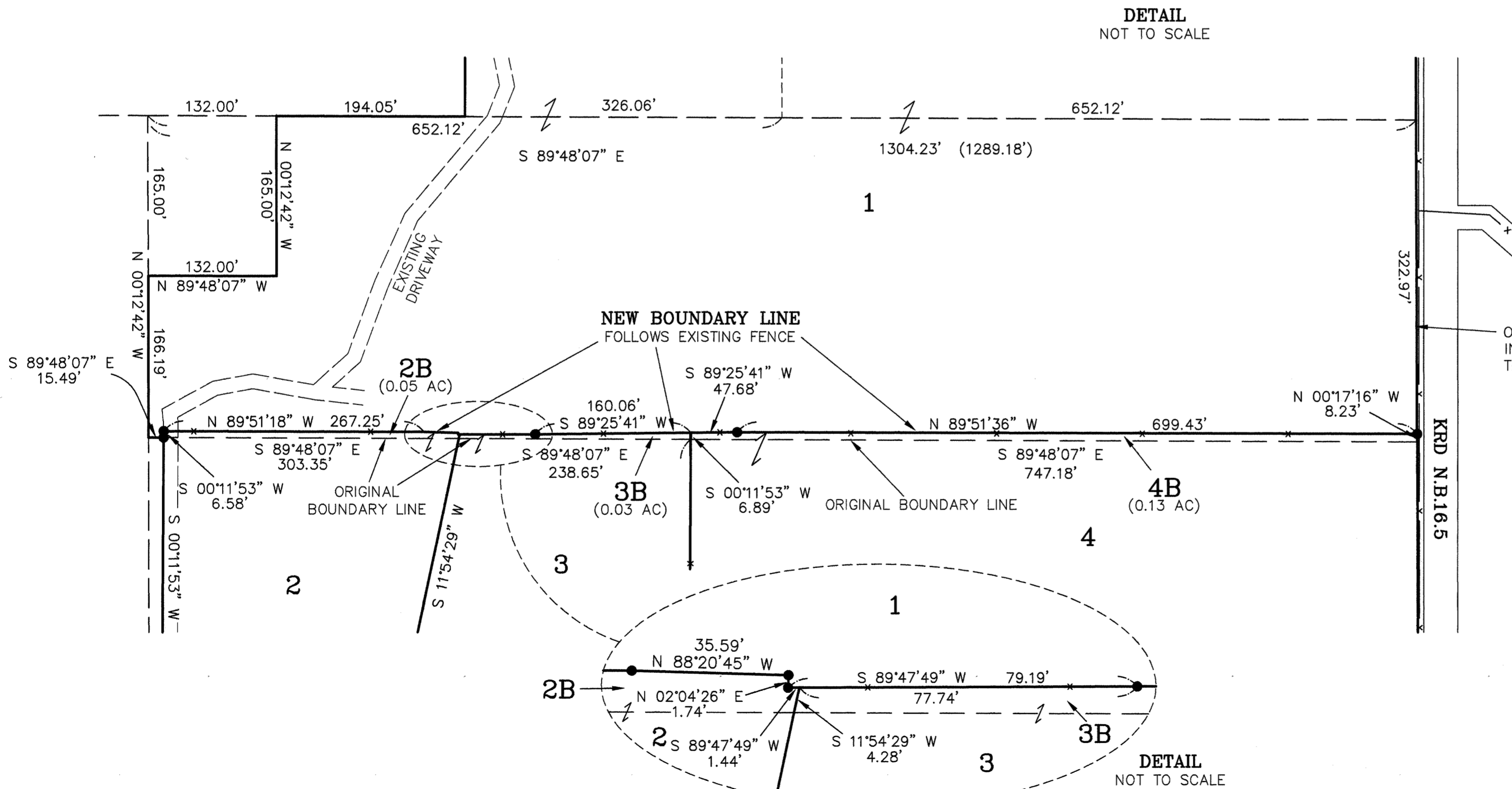
PARCEL 4 (WHITMAN) – INCLUDES PARCEL 4B

PARCEL 4 OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL 4B (BRYAN TO WHITMAN)

PARCEL 4B OF THAT CERTAIN SURVEY RECORDED APRIL 7, 2021, IN BOOK 43 OF SURVEYS AT PAGES 187-188, UNDER AUDITOR'S FILE NO. 20210407 0033, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 19 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

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Survey CRUSE
Kittitas County Auditor Page 2 of 2



CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242

BRYAN/WHITMAN