

KITTITAS COUNTY COMMUNITY DEVELOPMENT 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"

ZONING CONDITIONAL USE PERMIT APPLICATION

CM-09-00003

(Proposing a use such as a Bed & Breakfast or Campground)

KITTITAS COUNTY ENCOURAGES THE USE OF PRE-APPLICATION MEETINGS. PLEASE CONTACT COMMUNITY DEVELOPMENT SERVICES TO SET UP A PRE-APPLICATION MEETING TO DISCUSS A PROPOSED PROJECT.

PLEASE TYPE OR PRINT CLEARLY IN INK. ATTACH ADDITIONAL SHEETS AS NECESSARY. PURSUANT TO KCC 15A.03.030, 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

- ADDRESS LIST OF ALL LANDOWNERS WITHIN 500 FEET OF THE SUBJECT PARCEL(S). IF ADJOINING PARCELS ARE OWNED BY THE APPLICANT, THEN THE 500 FOOT AREA SHALL EXTEND FROM THE FARTHEST PARCEL. IF THE PARCEL IS WITHIN A SUBDIVISION WITH A HOMEOWNERS' OR ROAD ASSOCIATION, PLEASE INCLUDE THE MAILING ADDRESS OF THE ASSOCIATION.
- SITE PLAN OF THE PROPERTY WITH ALL PROPOSED BUILDINGS POINTS OF ACCESS, ROADS, PARKING AREAS, SEPTIC TANK, DRAINFIELD, DRAINFIELD REPLACEMENT AREA, AREAS TO BE CUT AND/OR FILLED, NATURAL FEATURES SUCH AS CONTOURS, STREAMS, GULLIES, CLIFFS, ETC.
- SEPA CHECKLIST (UNLESS EXEMPT)

APPLICATION FEE:

\$2,030.00 (\$1,560 fee + \$470 SEPA) for Community Development Services

\$130.00 for Fire Marshal

(One check made payable to KCCDS)

Accessory Dwelling Units and Special Care Dwellings are exempt from SEPA

FOR STAFF USE ONLY

APPLICATION RECEIVED BY:
(CDS STAFF SIGNATURE)

Mandy Wood

DATE:

7/30/09

RECEIPT #

00005372



NOTES:

1. **Name, mailing address and day phone of land owner(s) of record:**
Landowner(s) signature(s) required on application form.

Name: Easton Ridge Land Company, Inc.
Mailing Address: P.O. Box 687
City/State/ZIP: Roslyn, WA 98941
Day Time Phone: 509-649-2211
Email Address: annew@inlandnet.com

2. **Name, mailing address and day phone of authorized agent, if different from land owner of record:**
If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

Agent Name: Anne Watanabe
Mailing Address: P.O. Box 687
City/State/ZIP: Roslyn, WA 98941
Day Time Phone: 509-649-5218
Email Address: annew@inlandnet.com

3. **Street address of property:**

Address: North of Sparks Road
City/State/ZIP: Easton, WA 98925

4. **Legal description of property:**
Section 1 T20N R13E, Kittitas County

5. **Tax parcel number:** portions of 950626, 950625, 960627

6. **Property size:** 40 (acres)

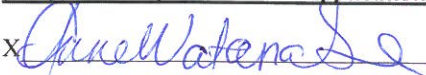
7. **Narrative project description:** Please include the following information in your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description (be specific, attach additional sheets as necessary):

This Conditional Use Permit is to place approximately 250-300 mini-storage units on 40 acres in the southwest quarter of Section 1, T20N, R13E, W.M., Kittitas County. The structures will generally run parallel and to the north of the Bonneville Power Administration Transmission Lines that traverse the property and will be approximately 3500' (running parallel to the BPA lines) by 150' deep. Units will vary in size to accommodate customer needs. The property is zoned Rural-3. Elements described in the aesthetic/sight screening plan will provide a facility that blends in with the surrounding area. The lease agreement will identify conditions and restriction of uses and times of access.

8. Provision of the zoning code applicable: KCC 17.30; 17.30.090(9); 17.56.030(38)
9. A conditional use permit may be granted when the following criteria are met. Please describe in detail how each criteria is met for this particular project (attach additional sheets as necessary):
- A. The proposed use is essential or desirable to the public convenience and not detrimental or injurious to the public health, peace, or safety or to the character of the surrounding neighborhood.
- The proposed use is both essential and desirable to the public convenience in that no other mini-warehouses are in the vicinity of the property. The Easton area currently supports extensive outdoor recreation activities including but not limited to snowmobiling, horseback riding, mountain bike riding, dirt bike riding, skiing, hunting, boating and camping. The Easton area also supports a population of both full time, seasonal and weekend residents and vacationers who are likely to have storage needs for seasonal equipment and personal affects throughout the year. The proposed use will enhance the character of the surrounding neighborhood and community by providing a secure, centralized and enclosed place for storage of unused items. The proposed use will decrease the likelihood of theft, prevent unnecessary weatherization of items and reduce on-lot clutter, thus benefiting the public health, peace and safety of the community.
- B. The proposed use at the proposed location will not be unreasonably detrimental to the economic welfare of the county and that it will not create excessive public cost for facilities and services by finding that (1) it will be adequately serviced by existing facilities such as highways, roads, police and fire protection, irrigation and drainage structures, refuse disposal, water and sewers, and schools; or (2) that the applicant shall provide such facilities; or (3) demonstrate that the proposed use will be of sufficient economic benefit to offset additional public costs or economic detriment.
- The applicant currently owns the proposed location of the project and all lands adjacent to the project. The project will likely benefit the economic welfare of the county in that residents and non-residents will have the convenience of storing seasonal recreational items at the facility, especially larger motorized items such as boats and snowmobiles. This service may likely be an incentive and added convenience for people to recreate in the area, including the nearby Easton State Park, thus bringing in tourist revenue. The visual quality of the area will also likely improve by reducing the amount of items stored on home sites and within the public's eye. Sparks Road, a county road, currently provides access to the property off of I-90 and the applicant will be developing and financing a private road from Sparks Road to the mini-warehouses. The applicant will provide the necessary services and facilities to serve the project so that the proposed use will not create excessive public costs or be detrimental to the economic welfare of the county.
10. Application is hereby made for permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed and or completed work.

All correspondence and notices will be mailed to the Land Owner of Record and copies sent to the authorized agent.


Signature of Authorized Agent:
(REQUIRED if indicated on application)

X 

Date:

7-27-09

Signature of Land Owner of Record
(REQUIRED for application submittal):

X 

Date:

7-27-09

Easton Mini-storage CUP

RECEIVING No. 1401 D.Y.S. 09.3

511-11

BOUNDARY LINE ADJUSTMENT
SECTION 1 & PORTION OF SECTION 12
TOWNSHIP 20 NORTH, RANGE 13 EAST, W.M.
KITTITAS COUNTY, WASHINGTON

NOTES:

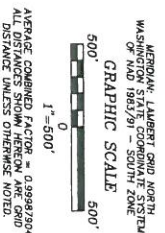
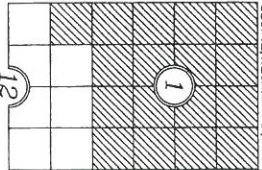
1. THIS SURVEY WAS PERFORMED USING A NIKON DTM THREE SECOND TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY OWNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER ANGLE ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR ADDITIONAL SURVEY INFORMATION, PLEASE REFER TO SURVEY BOOK 26, PAGE 246.
4. THE PURPOSE OF THIS SURVEY IS TO ALTER THE BOUNDARY LINES OF TAX PARCELS 20-13-01000-0022, 20-13-01000-0023, 20-13-01000-0024, 20-13-01000-0025, 20-13-01000-0026, 20-13-01000-0027, 20-13-01000-0028, 20-13-01000-0029, 20-13-01000-0030, 20-13-01000-0031, 20-13-01000-0032, 20-13-01000-0033, 20-13-01000-0034 IN CONFORMANCE WITH KITTITAS COUNTY SUBDIVISION ORDINANCE SECTION 16.04.020

EXISTING LEGAL DESCRIPTION:

LOTS 4, B, C, D & TRACT A OF EASTON PLAT SHORT PLAT 03-35, RECORDED IN BOOK C OF SURVEY PLATS, PAGES 238 & 239, RECORDED UNDER AUDITOR'S FILE NUMBER 200501240029, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

AND LOT 6 OF THAT CERTAIN SURVEY BOOK 28, PAGE 246, RECORDED UNDER AUDITOR'S FILE NUMBER 2005020046, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

INDEX LOCATION:



AVERAGE CORNER FACTOR = 0.999979046
 ALL DISTANCES SHOWN HEREON ARE IN FEET
 UNLESS OTHERWISE NOTED.

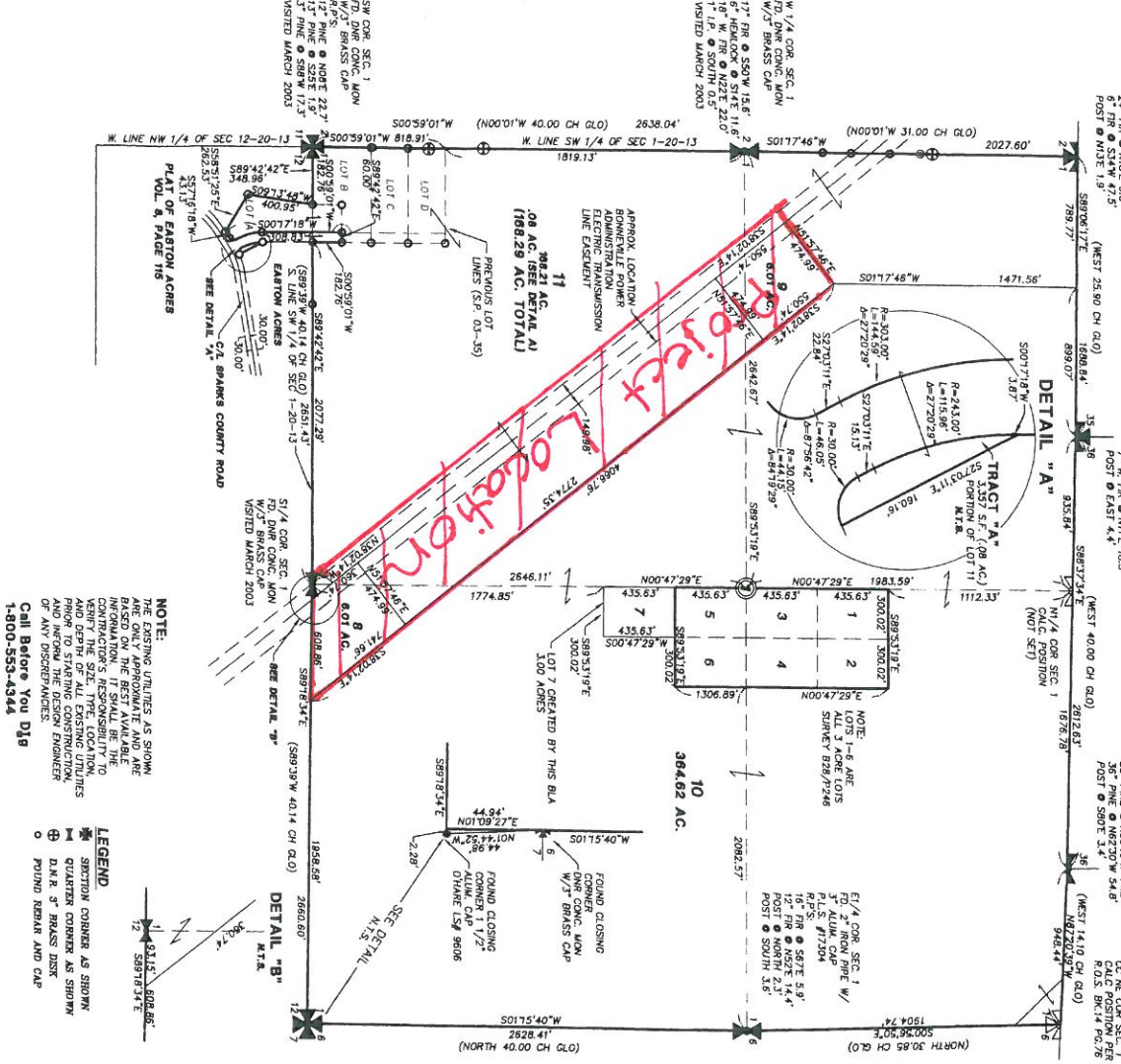
RECORDER'S CERTIFICATE
 I, **DAVID P. NELSON**, County Auditor, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in my office on this **14th** day of **April**, 2006, at **4:16 P.M.**

SURVEYOR'S CERTIFICATE
 I, **David P. Nelson**, County Auditor, do hereby certify that the above and foregoing is a true and correct copy of the original as recorded in my office on this **14th** day of **April**, 2006, at **4:16 P.M.**

This map correctly represents a survey made by me or under my direction in conformity with the laws of the State of Washington, and in the request of **EASTON RIDGE LAND COMPANY**, in **KITTITAS COUNTY, WASHINGTON**, on **03/31/06**.
 Certificate No. **18092**

Encompass
 ENGINEERING & SURVEYING
 108 EAST 2ND STREET
 CLE ELUM, WA 99022
 PHONE: (509) 674-7433
 FAX: (509) 674-7419

BOUNDARY LINE ADJUSTMENT
 PREPARED FOR
EASTON RIDGE LAND COMPANY
 KITTITAS COUNTY
 DWN BY **G. WEISER**
 DATE **03/06**
 JOB NO. **06004**
 CHKD BY **D. NELSON**
 SCALE **1"=500'**
 SHEET **1** OF **1**

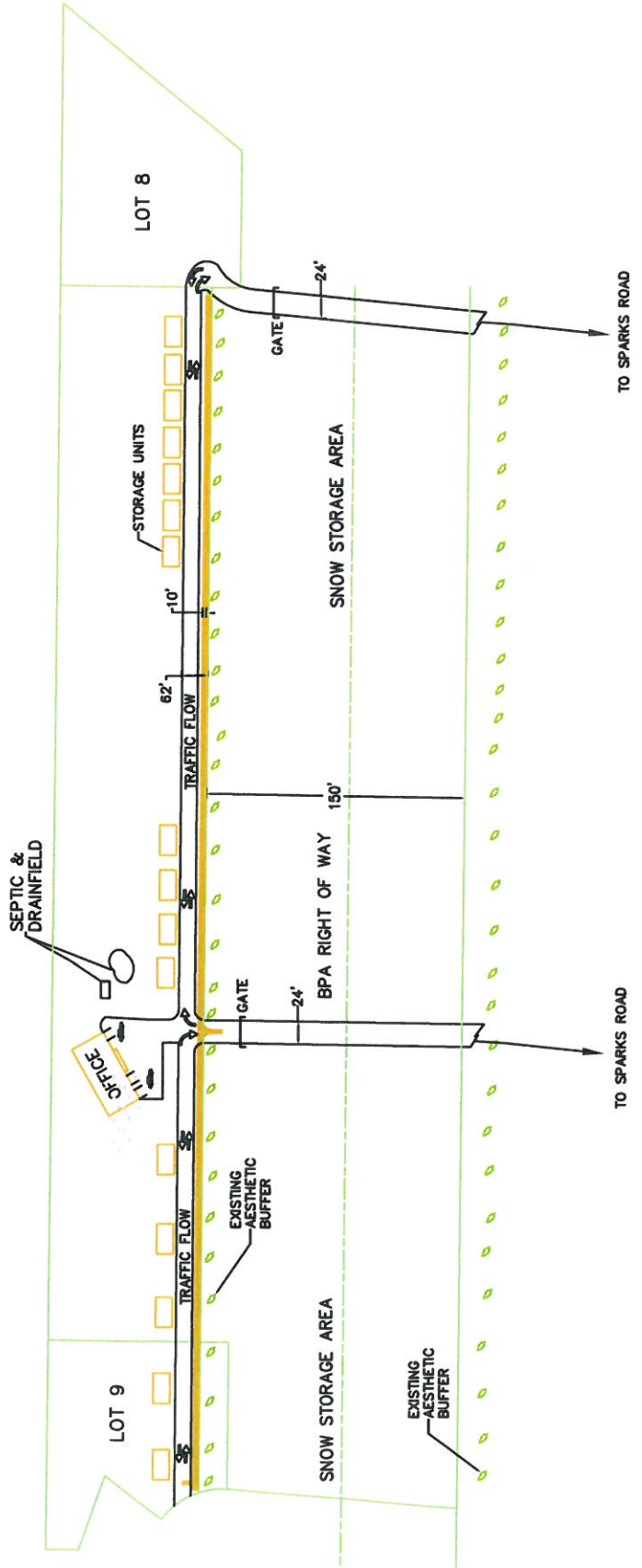
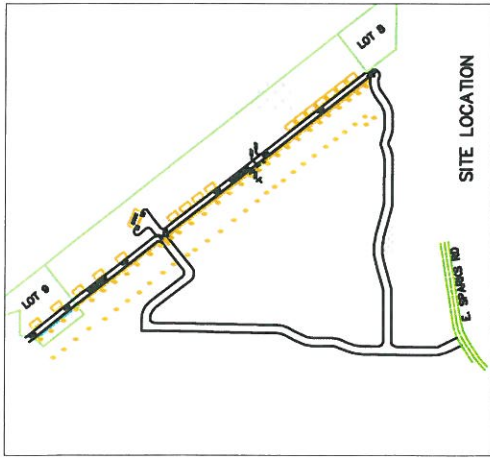


NOTE:
 THE EXISTING UTILITIES AS SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE USER TO VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY DISCREPANCIES.

Call Before You Dig
 1-800-553-4344

EASTON MINI-STORAGE PRELIMINARY LAY-OUT

LOT 8, 9 AND PORTION OF LOT 11 OF BOUNDARY
LINE ADJUSTMENT RECORDED IN BOOK 32 OF SURVEYS, PAGE
125 SECTION 1 AND PORTION OF SECTION 12
T 20 N R 13 E



Unit # _____
Gate Code: _____

EASTON MINI STORAGE RENTAL AGREEMENT

Unit # _____ Rent: _____

	Amount Collected by East Cle Elum Storage
	\$ _____ Rent for the first _____ month(s)
	\$ _____ Non-refundable administrative fee
	\$ _____ Total amount received

Rent is considered late if it is not received in Easton Mini Storage office by 6:00 p.m. on the 10th day of each month.

Occupant Information:

Name _____
Address _____
City, State, ZIP _____
(_____) (_____) _____
Home Phone _____ Work Phone _____ Email _____

Social Security Number _____ Drivers License Number & State _____

Alternate Person: Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be Sent. (If none write "none")

Name _____
Address _____
City, State ZIP _____

Disclose Lien holders

Please provide the name & address of any lien holders or secured parties who have an interest in the property stored or to be stored (If none write "none")

NOTICE OF LIEN: Pursuant to the Washington Self- Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien of rent and other charges due remain unpaid fir fourteen (14) consecutive days.

(Name of Owner) _____, hereinafter "Owner", rents the Occupant the storage space indicated above pursuant to the following terms and conditions:

- 1) **TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month to month basis. The minimum rental term is one month.
- 2) **RENT:** The rent shall be the amount stated above paid to Owner at the address stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant fifteen (15) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new charge against such payments effective upon giving notice of the new rate.
- 3) **PARTIAL RENT PAYMENTS:** Owner, at the Owners sole discretion, may accept or reject partial rent payment. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the Washington Self – service Storage Facility Act.
- 4) **CHANGE OF ADDRESS:** Occupant must provide address changes to owner in writing. Such change will become effective when received by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the request change if address.
- 5) **ADMINISTRATIVE FEE:** Occupant agrees to pay the indicated non-refundable administrative fee. (Optional)

- 6) **SECURITY DEPOSIT:** Occupant will pay in advance a security deposit in the amount stated above to secure Occupant's faithful performance of all terms of this agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of the time during which deposit is held. This deposit less all expenses incurred by Owner for damage to or cleaning of the storage space shall be returned to Occupant within 15 days after Occupant removes all stored property from the storage space. At Owner's sole option, amounts may be withheld from the security deposit to compensate for any rent or any other charges due and unpaid under this agreement at the time Occupant relinquishes, abandons or otherwise loses possession of the storage space. Owner reserves the right to require an additional security deposit when deemed necessary in Owner's sole discretion. (Optional)
- 7) **LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated bad check charge plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien sale costs incurred by Owner.
- 8) **DENIAL OF ACCESS:** When rent or other charges remain unpaid for six (6) consecutive days, Owner may deny Occupant access to the storage space.
- 9) **TERMINATION:** Thirty (30) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full month's prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages.
- 10) **USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. A self-storage space cannot be used for residential purposes, storing perishable items nor may animals be stored. Occupant shall not store antiques, artwork, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.
- 11) **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity that produces such materials. Occupant's obligations of indemnity as set forth below specifically toxic materials by Occupant, Occupant agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.
- 12) **INSURANCE:** Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property.
- 13) **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.
- 14) **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions of the Owner, Owner's agents or employees.
- 15) **INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.
- 16) **LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measure Owner deems reasonable to re-secure the space, with or without notice to Occupant
- 17) **RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.
- 18) **PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

- 19) **OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.
- 20) **OWNERS RIGHT TO ENTER:** Occupant grants Owner, Owner's agents or representatives of any government authority, including police and fire officials, access to the storage space upon three (3) days advanced notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of government authority shall have the right to enter the storage space without notice to Occupant, and take such actions as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.
- 21) **NO SUBLETTING:** Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in the Owner's sole discretion.
- 22) **WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim counterclaim, or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner or Owner's agents or employees, on any matter arising out of, or in any way connected with this rental agreement, Occupant's use of the storage space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.
- 23) **NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known address. Notices shall be deemed given when deposited in the United States mail. Occupant agrees that any such notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U. S. Postal Services. All statutory notices shall be sent as required by law.
- 24) **NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.
- 25) **VENUE:** In the event of institution of legal proceedings to enforce any provision of this Agreement the venue of such proceeding shall come at the option of owner in Kittitas, County, Washington.
- 26) **ATTORNEY FEES:** In the event of litigation with respect to enforcement of any term or provision of this Agreement the prevailing party shall be entitled to an award of reasonable attorney fees together with all costs of suit. In the event that owner herein is required to send any notice to occupant, all reasonable costs incurred by owner in the preparation and sending of such notice, including reasonable attorney fees, shall be upon demand prepaid by occupant to owner.
- 27) **DISCLOSURE OF LIEN HOLDER/SECURED PARTIES:** Occupants shall disclose to owner the name and address of any other lien holder or secured party who has an interest in the property stored or to be stored. The occupant's property in the event of non-payment will be subject to a claim of lien and may be sold to satisfy the lien if the rent and other costs due remain unpaid for fourteen (14) consecutive days as authorized by RCW 19.150.

The name and address if any Lien holder or Secured Party who has an interest in its property stored or to be stored (if none write "NONE"):

- 28) **NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreement shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.
- 29) **SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.
- 30) **ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.
- 31) **NO ALTERATIONS:** Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

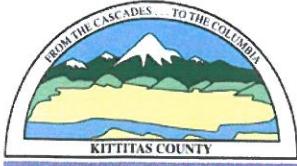
Do not sign this agreement until you have read it, including the provisions on the other side, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Occupants Signature

Date

On Behalf of Owner

Date



KITTITAS COUNTY COMMUNITY DEVELOPMENT 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"

SEPA ENVIRONMENTAL CHECKLIST

FEE \$470.00

PURPOSE OF CHECKLIST:

The State Environmental Protection Act (SEPA), chapter 43.21C RCW. Requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

INSTRUCTIONS FOR APPLICANTS:

This environmental checklist asks you to describe some basic information about your proposals. Governmental agencies use this checklist to determine whether the environmental impacts or your proposal are significant, requiring preparation if an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "don not know" or "does not apply" Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

USE OF CHECKLIST FOR NONPROJECT PROPOSALS:

Complete this checklist for non-project proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS.

For non-project actions, the references in the checklist to the words "project," "applicant" and "property or site" should be read as "proposal," "proposer" and "affected geographic are" respectively.

TO BE COMPLETED BY APPLICANT

FOR STAFF USE

A. BACKGROUND

1. Name of proposed project, if applicable:

Easton Mini-Storage

2. Name of applicant:

Easton Ridge Land Company, Inc.

3. Address and phone number of applicant and contact person:

P.O. Box 687, Roslyn, WA 98941

4. Date checklist prepared:

July 17, 2009

5. Agency requesting checklist:

Kittitas County CDS

6. Proposed timing or schedule (including phasing, if applicable):

Complete upon county approval; construction in fall 2009 or summer 2010; no phasing for construction

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No, this is an independent proposal to construct mini-storage units with no proposed phasing.

8. List any environmental information you know about that had been prepared, or will be prepared, directly related to this proposal.

An Environmental Impact Statement is currently being prepared for the proposed Marian Meadows Planned Unit Development Rezone (Z 06-35) and Preliminary Plat (P 06-31) which surrounds (but excludes) the area proposed under the conditional use permit for the mini storage units. Previous studies also conducted for the Marian Meadows project: "Wetland, Stream and Wildlife Assessment," by Raedeke Associates, Inc.; "A Section 106 Archaeological Review and Inventory," by Reiss-Landreau Research; and "Traffic Impact Study," conducted by Transportation Engineering Northwest. All studies are hereby incorporated by reference.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

An Environmental Impact Statement is currently being conducted for the proposed Marian Meadows Planned Unit Development, which is a separate, adjacent project.

10. List any government approvals or permits that will be needed for your proposal, if known.

County conditional use permit; WA DOE stormwater & air permits; building permits

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This Conditional Use Permit is to place approximately 250-300 mini-storage units in the southwest quarter of Section 1, T20N, R13E, W.M., Kittitas County. The units will generally run parallel, out side of and to the north of the Bonneville Power Administration Transmission Lines that traverse the property. The dimensions of the facility will be approximately 3500' (running parallel to and outside of the BPA right-of-way) by 150' deep. Units will vary in size to accommodate customer needs.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

North of Sparks Road, generally along the existing BPA transmission lines, all in Section 1, T20N, R13E, Easton, Washington.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): flat, rolling, hilly, steep slopes, mountainous, other.

b. What is the steepest slope on the site (approximate percent slope)?
0-2% grade

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

3944 Kladnick Sandy Loam (0-8% slope); 6800 Roxer Complex/rock Outcrop (40-70% slope); 6845 Roxer Gravelly Sandy Loam (45-65% slope); 6846 Roxer Variant/Roxer complex (45-65%); No prime farmland or agricultural soils on site

d. Are there surface indications or history of unstable soils in the immediate vicinity?

An existing inactive rock quarry is located at both ends of the property.

e. Describe the purpose, type, and approximate quantities of any filing or grading proposed. Indicate source of fill.

Construction grading and filling for the access road and mini storage structure.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Some typical erosion is likely to occur during clearing, grading and construction.

g. About what percentage of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

approximately 30%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The area is generally flat and little erosion is expected. Best management practices will be used in accordance with a DOE stormwater pollution prevention plan which will be developed for the project, and will include the use of silt fencing, check dams, detention ponds, and other controls.

2. AIR

a. What types of emissions to the air would result from the proposal (i.e. dust, automobiles, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

b. **Noise and dust typical of a construction site is expected.** Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None known.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

A fugitive dust control plan will likely be developed for the project and will include best management practices, such as watering, and avoiding land disturbance during extreme winds.

3. WATER

a.

Surface

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what streams or river it flows into.

Silver Creek is located west off the property; 2 intermittent unnamed streams are located in the vicinity with one off the northwest end and the other off the southeast end of the property. An intermittent non fish bearing stream flows off the center of the eastern property line. Waters run in a north-south direction toward the Yakima River.

2) Will the project require any work over, in or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

It is likely that the project will require work within 200 feet of the unnamed intermittent streams identified near the property. No work will occur in or near Silver Creek.

3) Estimate the fill and dredge material that would be placed in or removed from surface water or wetlands, and indicate the area of the site that would be affected. Indicate the source of fill material.

No fill or dredge material is expected to be placed in or removed from surface waters.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b.

Ground

1) Will ground water be withdrawn, or will water be discharged to surface waters? If so, give general description, purpose, and approximate quantities if known.

Domestic water service will be provided by the Easton Water District which has a ground water right.

2) Describe waste materials that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

A septic drainfield may be utilized on site for domestic sewage.

c.

Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known).

Where will this water flow? Will this water flow into other waters? If so, describe.

Rain/snow events will produce runoff & stormwater that historically run southerly via Silver Creek and the unnamed intermittent streams. A stormwater and drainage plan will be implemented to control runoff and stormwater flows using culverts, retention ponds, side ditches, and other best management practices.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Yes. Natural historic drainage, flows and runoff patterns on the property show a southerly flow of water from the adjacent hillside, with water either infiltrating the ground or flowing thru existing drainages and streams, generally toward the Yakima River.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

A stormwater and drainage plan will be implemented to control runoff and stormwater flows using culverts, retention ponds, side ditches, and other best management practices.

4. PLANTS

a. Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: (fir), cedar, (pine), other
- shrubs
- grass
- pasture
- crop or grain
- wet soil plants: cattails, buttercup, bulrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation: _____

b. What kind and amount of vegetation will be removed or altered?
small shrubs, grasses, and small trees

c. List threatened or endangered species known to be on or near the site.
None known

d. Proposed landscaping use of native plants, or other measures to preserve or enhance vegetation on the site, if any:
A landscaping and aesthetic plan will include use of native plants, trees and shrubs. Existing trees along the BPA power lines corridor will remain on site to the greatest extent possible.

5. ANIMALS

a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

- birds: (hawk), heron, (eagle), (songbirds), other:
- mammals: (deer), (bear), (elk), beavers, other:
- fish: bass, salmon, trout, herring, shellfish, other: _____

b. List any threatened or endangered species known to be on or near the site.
None Known

c. Is the site part of a migration route? If so, explain.
no

d. Proposed measures to preserve or enhance wildlife, if any.
Natural vegetation and standing trees will remain on site to the greatest extent possible as part of the project's landscaping plan.

6.

ENERGY AND NATURAL RESOURCES

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the competed project s energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electricity will serve the site for power and heating.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, describe.

no

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

None

7.

ENVIRONMENTAL HEALTH

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No

1) Describe special emergency services that might be required.
No unique or special services are expected to be required to serve the property.

2) Proposed measures to reduce or control environmental health hazards, if any.

b. Noise

1) What types of noise exist in the area which may affect your project (for example, traffic, equipment, operation, other)?

None

2) What types and levels of noise would be created by or associated with the project on a short-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Some noise during construction from vehicles, machinery and workers. All noise will comply with county regulations. Construction hours will be limited to 7am-7pm in the summer and 8am-6pm in the winter.

3) Proposed measures to reduce or control noise impacts, if any.

Construction hours will be limited to 7am-7pm in the summer and 8am-6pm in the winter.

8.

LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties?

The site and immediate adjacent land is vacant. Adjacent uses include 2 inactive rock quarries, BPA transmission lines; rural residential, and a proposed residential planned unit development.

b. Has the site been used for agriculture? If so, describe.

No

c. Describe any structures on the site.

None

d. Will any structures be demolished? If so, what?

No

- e. What is the current zoning classification of the site?
Rural -3
- f. What is the current comprehensive plan designation of the site?
Rural
- g. If applicable, what is the current shoreline master program designation of the site?
Not applicable
- h. Has any part of the site been classified as an environmentally sensitive area?
No
- i. Approximately how many people would the completed project displace?
None
- j. Approximately how many people would reside or work in the completed project? No residences would be provided. It is expected that the facility will be self-operating but 1-2 employees may be on site during business hours.
- k. Proposed measures to avoid or reduce displacement impacts, if any.
None
 - l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

9. HOUSING

A landscaping and aesthetic plan will be implemented.

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.
None
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle or low-income housing.
none
- c. Proposed measures to reduce or control housing impacts, if any.
None

10. AESTHETICS

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
Maximum height will be 35 feet. Principal exterior building material will be metal.
- b. What views in the immediate vicinity would be altered or obstructed?
Construction of the mini-storage units will slightly modify the viewshed of adjacent residents.
- c. Proposed measures to reduce or control aesthetic impacts, if any.
A landscaping and aesthetic/sight screening plan will be implemented; exterior colors will complement natural features.

11. LIGHT AND GLARE

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Security lighting will be on site.
- b. Could light or glare from the finished project be a safety hazard or

interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any.

Lighting would be downward facing.

12. RECREATION

a. What designated and informal recreational opportunities are in the immediate vicinity?

Snow park at Cabin Creek; Easton State Park, Lake Easton, Wenatchee National Forest (non-motorized trails)

b. Would the proposed project displace any existing recreational uses?

If so, describe. No legal, authorized uses will be displaced.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None

13. HISTORIC AND CULTURAL PRESERVATION

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

No

b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

none

c. Proposed measures to reduce or control impacts, if any.

none

14. TRANSPORTATION

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Access is from Sparks Road, a county road, then onto a private road system established by the applicant.

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

No

The project will have 250-300 units with a "loop" access road and areas at the units for loading/unloading. Only 2-3 formal parking spaces may be provided for employees.

- c. How many parking spaces would the completed project have? How many would the project eliminate?
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).
A new private roadway will be established from Sparks Road to the site.
- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.
The Easton State Airport is about 1/2 mile to the west of the property.
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.
An estimated 0.28 trips per week day per unit yields an estimated 70-85 trips per day.
- g. Proposed measures to reduce or control transportation impacts, if any.
Road signage and speed limits will be located on site. Hours of operation and access will be limited to business hours.

15. PUBLIC SERVICE

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.
Little increase in public services is expected.
- b. Proposed measures to reduce or control direct impacts on public services, if any.
Lease documents will prohibit and restrict uses of the storage units, e.g. no storage of hazardous substances, no commercial or manufacturing activities within the storage units, no entry after dark, etc.

16. UTILITIES

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse services, telephone, sanitary sewer, septic system, other.
- b. Describe the utilities that are proposed for the project, the utility providing the services, and the general construction activities on the site or in the immediate vicinity which might be needed.
Electricity from Puget Sound Energy; Telephone from QWest; Internet from R&R Cable or Millenium internet; water from Easton Water District

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Nathan R Weis

Date: 7.27.09

Print Name: Nathan R. Weis