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JUN 15 2018

Kittitas County CDS

**Kittitas County**  
WASHINGTON

## Water Mitigation Certificate

THIS CERTIFICATE MUST BE RECORDED WITH THE KITTITAS COUNTY AUDITOR'S OFFICE

|                     |                            |                            |                           |
|---------------------|----------------------------|----------------------------|---------------------------|
| <b>Grantor</b>      | Kittitas County            | <b>Permit #</b>            | WM-18-00044               |
| <b>Grantee</b>      | SINCLAIR, DREW             | <b>Trust Water Right #</b> | Amerivest: CS4-01968sblla |
| <b>Map Number</b>   | 18-18-21040-0006           | <b>Date Issued</b>         | March 23, 2018            |
| <b>Site Address</b> | 200 SINCLAIR RD ELLENSBURG |                            |                           |

### Abbreviated Legal Description

ACRES 11.01, CD. 8643-2; PTN SW 1/4 SE 1/4; SLY OF TOWN DITCH (PTN PARCEL A, B20/P159)(PARCEL A, B20/P159, EXCEPT PARCEL D, B32/P162) &

This Certificate is issued for an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day as long as the annual average is not exceeded.

This Certificate is for use on the above mentioned parcel only and is not transferable for use at other locations or for any other uses.

Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc.

Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen.

Issued By

  
Regulatory Authority



Health Officer

Return to

SINCLAIR, DREW

202 SINCLAIR RD #A, ELLENSBURG, WA 98926

ALL WATER RIGHTS, EVEN SENIOR WATER RIGHTS, MAY BE SUBJECT TO CURTAILMENT. THE PURCHASER IS HEREBY GIVEN NOTICE THAT THE COUNTY'S WATER RIGHTS BACKING THIS MITIGATION CERTIFICATE COULD POTENTIALLY BE SUBJECT TO CURTAILMENT, WHICH WOULD IN TURN, SUBJECT THE CERTIFICATE HOLDER TO SUCH CURTAILMENT. THE COUNTY MAKES NO GUARANTEE AGAINST SUCH CURTAILMENT.



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MAR 23 2018  
KO

WM-18-00044  
Tracking #: \_\_\_\_\_  
Date Accepted: 3/23/18  
Accepted By: [Signature]

To Protect and Promote the Health and the Environment of the People of Kittitas County

### Kittitas County Water Mitigation Program Mitigation Certificate Application For Subdivisions

INCOMPLETE APPLICATIONS, INCLUDING APPLICATIONS WITHOUT THE PROPER DOCUMENTATION, WILL NOT BE ACCEPTED.

PLEASE PROVIDE:

- A COPY OF THE PARCEL'S FULL LEGAL DESCRIPTION
- A COMPLETED KITTITAS COUNTY WATER METERING AGREEMENT
- A COMPLETED IRRIGATION AFFIDAVIT
- WELL LOG ( IF WELL DRILLED AFTER DECEMBER 2, 2015)
- SUBDIVISION MAP WITH LOT NUMBERS LABELED

**NOTE: IF APPLICANT IS ELIGIBLE FOR THE OVER THE COUNTER PROGRAM WELL MUST BE DRILLED PRIOR TO MITIGATION APPLICATION.**

|   |  |
|---|--|
| OWNER NAME: <u>DREW E. SENCLATH</u>                           | PHONE #: <u>509-899-1067</u>                       |
| MAILING ADDRESS: <u>202 SENCLATH RD. #A</u>                   | TAX PARCEL #: <u>TBD - 18-18-21040-0006</u>        |
| CITY, STATE, ZIP: <u>ELLENSBURG, WA 98926</u>                 | E-MAIL: <u>DREWSEN11@HOTMAIL.COM</u>               |
| PROJECT LOCATION (ROAD NAME AND LOT NUMBER): <u>FAUST RD.</u> | UNIQUE WELL TAG ID (IF APPLICABLE): <u>BKB 389</u> |

PLEASE DESCRIBE PROPOSED PROJECT: WELL w/ FUTURE RESIDENCE

PROPOSED SUBDIVISION NAME: SENCLATH SHORT PLAT PROPOSED # OF LOTS: 2

|  |  |
|--|--|
| IS THE WELL PART OF OR WILL IT BE PART OF A PUBLIC WATER SYSTEM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>IF YES, NAME OF PUBLIC WATER SYSTEM: _____<br>IS THE WELL PART OF OR WILL IT BE PART OF A SHARED WELL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>IF YES, PARCEL# WHERE WELL IS LOCATED: _____ | PLEASE CHOOSE ONE OF THE FOLLOWING:<br><input type="checkbox"/> MY WELL WAS DRILLED BEFORE DECEMBER 2, 2015<br><input checked="" type="checkbox"/> MY WELL WAS DRILLED AFTER DECEMBER 2, 2015<br><input type="checkbox"/> NO WELL HAS BEEN DRILLED |
|--|--|

#### KITTITAS COUNTY WATER BANK PACKAGES:

##### PACKAGE A:

Applicants with access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package A.

Includes an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded.

##### PACKAGE B:

Applicants without access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package B.



STATEMENTS OF UNDERSTANDING

Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen.

Mitigation is for use on the above mentioned parcel only and is not transferable for use at other locations or for any other uses.

Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc.

I understand that if package A is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded.

I understand that if package B is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only and up to an annual average of 25 gallons per day for outdoor irrigation of up to 500 square feet. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded.

I understand that if I am later required to connect to a municipal water source, the mitigation certificate associated with the parcel will be returned to the Kittitas County Water Bank and will be documented on the property title. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed.

  
\_\_\_\_\_  
Initials


I understand that I must apply for a residential building permit within two (2) years of issuance of the mitigation certificate.

I understand that if I do not apply for a building permit or should that active building permit expire, a conservation easement pertaining to the subject parcel shall be recorded with the Kittitas County Auditor. The associated mitigation certificate shall also expire and the water represented thereby shall automatically revert to the county's bank. In the event of such reversion, all costs associated with the processing and recording of this transaction shall be deducted from the refund of the fee for the water mitigation certificate.

I understand that unless my mitigation certificate is issued under the Kittitas County Water Bank Over the Counter program, it is subject to final issuance/approval from the Washington State Department of Ecology and could therefore be denied. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed.

I agree not to plant any trees or shrubs over my septic drain field.

I understand that should I not comply with the statements above and all requirements in Kittitas County Code Title 13.2, enforcement action shall be taken through Kittitas County Code Title 18.

  
\_\_\_\_\_  
Initials

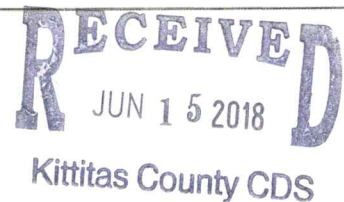
I have read and understand the statements listed above.

Property Owner Signature: \_\_\_\_\_



Date: \_\_\_\_\_





NOTARIZED STATEMENT

I, DREW SINCLAIR (the undersigned applicant) under penalty of perjury in the State of Washington agree to comply with all sections of this document, federal, state, and local provisions, codes, and ordinances in regards to water use. These covenants and agreements shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof. I certify that the information provided is true and accurate and I understand that if the project description should change that it is my responsibility to inform Kittitas County Public Health Department (KCPHD) and that the department may require different and/or additional requirements. As the applicant, I assume all risk in its entirety and agree to indemnify defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting there from which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. As the applicant, I understand that I am legally and financially responsible for ensuring there is a legal right to the water to be used, and that all water supply systems are engineered, designed, and constructed in accordance with federal, state and local requirements. I understand that all applicable fees may be non-refundable and that KCPHD may have additional requirements to ensure that sufficient and adequate water supply is available for use and I shall comply with all requests made by KCPHD. Should I as the property owner choose to use and appoint an authorized agent to represent my interest, I may do so, by having myself and the authorized agent sign this notarized statement.

Signed: X [Signature] Property Owner(s)

Print Name: Drew Sinclair

I, \_\_\_\_\_ Property Owner(s) (the property owner) appoint,

\_\_\_\_\_ as an authorized agent to represent my interest.

Authorized Agent Signature (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_  
Authorized Agent Authorized Agent

State of Washington )  
County of Kittitas )ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 23 day of March, 2018, personally appeared before me,

- who is personally known to me
- whose identity I proved on the basis of WA DL
- whose identity I proved on the oath/affirmation of \_\_\_\_\_, a creditable witness to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

Drew Sinclair to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed  
[Signature]  
Notary Public in and for the State of Washington,  
Residing in: WA  
My Commission Expires: 12/30/20





OFFICIAL USE ONLY

Review of Application:

TRACKING #: WM-18-00044

|   |   |
|---|---|
| Application is complete?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                             |
| Full legal description attached?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                             |
| Metering agreement attached?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| Irrigation affidavit attached?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| If well drilled after December 2, 2015, well log/IWSR review completed and construction requirements met? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |

|   |                               |   |
|---|-------------------------------|---|
| Applicant Notified?   | Date of Notification: 3-23-18 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Notification method: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input checked="" type="checkbox"/> Phone |                               |   |

Evaluation Notes:

Date: \_\_\_\_\_ Notes: \_\_\_\_\_

Date: \_\_\_\_\_ Notes: \_\_\_\_\_

FINAL EVALUATION:

REVIEWER: *John Moore* APPROVAL DATE: 3-23-18

- Water Mitigation Package A Cost: \$3080
- Water Mitigation Package B Cost: \$3995
- Water Metering 1st year Cost: \$180

Total Fee Due: = \$3260 Receipt #: PH18-00257

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Kittitas County CDS



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Name: Drew Sinclair

M. Address: 202 Sinclair Rd #A  
Ellensburg WA 98926

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*(Space above this line is for Recorder's Use)*

**Step 3c: KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT  
WATER METERING AGREEMENT**

This Water Metering Agreement (the "Agreement") is made and entered into by and between Drew Sinclair (the "Owner") and the County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Health Department (the "County"), sometimes referred to herein jointly as "Parties" or individually as "Party".

**Recitals**

**WHEREAS**, Owner is the owner of, or has an interest in, certain real property (the "Property") located in Kittitas County, Washington, with a parcel number and/or address of:

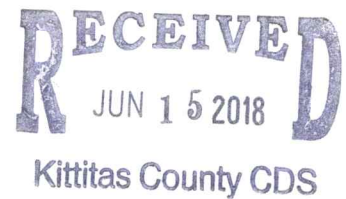
Parcel Number: 18-18-21040-0006

Address: Faust Rd 101 #1  
Ellensburg WA 98926

and as more fully described on the attached Exhibit "A" and incorporated by this reference; and

**WHEREAS**, Owner intends to extract groundwater from a mitigated well or wells (the "well") located on the property; and

**WHEREAS**, the parties desire to provide for the metering of each well through the installation of a water-measurement device (the "water meter") to measure the Owner's mitigated water usage; and



**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

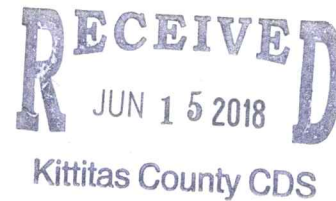
- 1. Purchase and Installation.** Owner shall purchase and install a water meter in accordance with the County's requirements for the Kittitas County Mitigation and Metering Program, including but not limited to, Kittitas County Code ("KCC") 13.40.030. Any and all costs of the purchase and installation of the water meter shall be the sole responsibility of the Owner.
- 2. Repair and Maintenance.** Owner shall be responsible for the cost of any and all maintenance, repair, or replacement of the water meter necessary to ensure proper water meter functionality. Owner shall notify the County if the water meter becomes damaged or requires replacement. In the event that Owner fails to ensure proper water meter functionality, the County shall perform the necessary maintenance, repair, or replacement of the water meter at the cost of the Owner.
- 3. Water Meter Reading.** The County shall monitor and analyze water usage data at least once during each of the following months: March, July, August, September, and October.
- 4. Ingress and Egress.** Owner hereby grants to the County or designee an irrevocable license for ingress and egress across the property, and shall make provision for access to the property by County personnel, for the purpose monitoring and analyzing water usage data from each water meter on the property, performing maintenance, repair, or replacement of the water meter, and ensuring compliance with the terms of this agreement.
- 5. Site Conditions.** Owner shall maintain the property in a manner to allow safe, reasonable access by County personnel to all water meters with or without prior notice, during regular County business hours, or at any time in the case of emergency.
- 6. Billing.** The County shall provide to Owner a billing statement for payment of fees set by the Kittitas County Public Health Department fee schedule.
- 7. Unpaid Fees.** Owner understands and agrees payments not received within 30 days of billing by the Kittitas County Public Health Department shall be delinquent and may incur a 10% late fee, accruing an additional 10% on the unpaid balance every 30 days thereafter. If payment is not made within 90 days, the department may terminate this agreement and/or attempt to recover payment through a collections agency.
- 8. No By-Pass.** Owner shall not by-pass the water meter or take any action which would affect the accuracy of the domestic use water meter readings or the proper functionality of the water meter.



- 9. Non-Compliance.** Failure to comply with the terms of this agreement shall be cause for termination of this agreement and for collection of any delinquent amounts due the County.
- 10. Data Collected.** Owner agrees that the County shall have the right to collect, monitor, analyze, and disseminate data on mitigated water usage for the purposes of evaluation and analysis. Mitigation and metering data will be provided to the Washington State Department of Ecology and the Water Transfer Working Group.
- 11. Agreement as Covenant Running With the Land.** This Agreement and the covenants contained herein shall be construed as running with the land, and shall be fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this agreement.
- 12. Recording.** Upon execution by the parties, Owner shall cause this agreement to be recorded in the real property records of the office of the Kittitas County Auditor.
- 13. Indemnity.** The Owner agrees to and shall defend, indemnify and hold harmless the County, its successors and assigns, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its successors and assigns, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, damage to the property, including loss of use thereof, the water meter, other property damage or harms for which recovery of damages is sought by any person or persons whether such injury to persons or damage to property is due to the negligence of the Owner, its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the harmless the County, its successors and assigns, appointed or elected officials, agents, or employees.
- 14. Notices.** All notices, requests, demands, correspondence, and other communications to the respective parties of this Agreement shall be in writing and shall be deemed to have been duly given on the date personally served or within three (3) days after the date of mailing, if mailed, by first-class mail, registered or certified, and addressed to the address set forth below:



For the County: Public Health Department  
Attn: Water Metering Program  
507 N Nanum St., Suite 102  
Ellensburg, WA 98926



For the Owner: DREW SINCLAIR  
202 SINCLAIR RD #A  
ELLENSBURG, WA 98926

- 15. **Legal Compliance.** The Owner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to, KCC Title 13.
- 16. **Severability.** If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
- 17. **Entire Agreement.** This agreement, including the recitals, section headings, and attached exhibit constitutes the entire agreement of the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 18. **Amendment.** No modification, change of terms, or amendment of this agreement shall bind either party unless in writing and signed by both parties.
- 19. **Assignment.** No portion of this agreement may be assigned to any other individual, firm or entity without the express and prior written approval of the County.
- 20. **Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
- 21. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This agreement shall be governed by the law of the State of Washington.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the following two (2) signature pages on the dates as indicated, and hereby acknowledge that the parties have read this agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE:**

**FOR THE COUNTY**

  
Kittitas County Public Health Department

Dated: 3-23-18

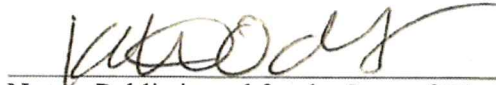
STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KITTITAS                 )

I certify that I know or have satisfactory evidence that Erin Moore is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed and sworn/affirmed to before me this this 23 day of March, 2018.

(Notary Seal)



  
Notary Public in and for the State of Washington  
Residing at KE





**VICINITY MAP**

**APPROVALS**

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2017.

KITTITAS COUNTY ENGINEER  
 I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND CONFORMS WITH CURRENT KITTITAS COUNTY CODE CHAPTER 13  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2017.

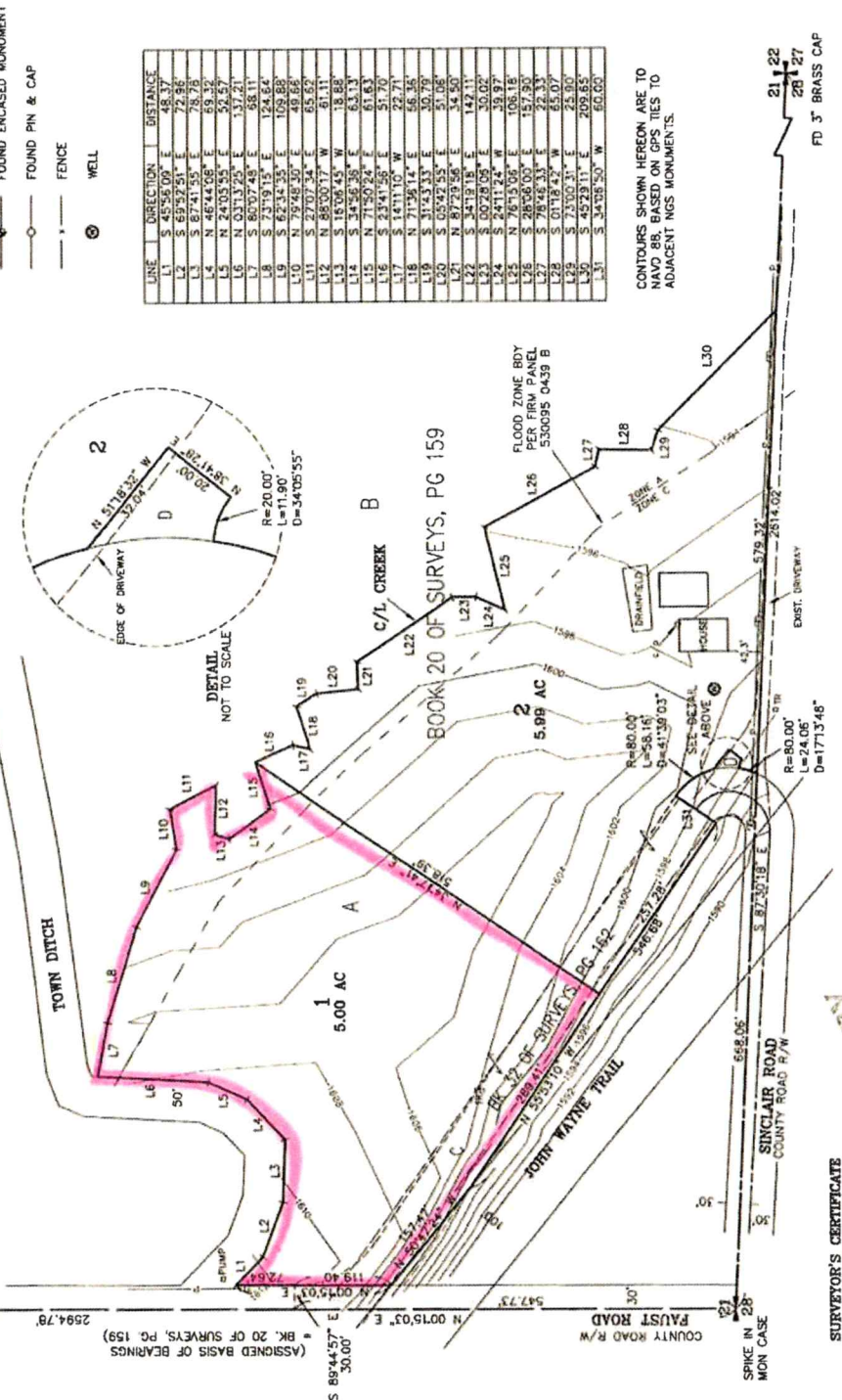
KITTITAS COUNTY HEALTH OFFICER  
 I HEREBY CERTIFY THAT THE SINCLAIR SHORT PLAT HAS BEEN EXAMINED BY ME AND FOUND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2017.

KITTITAS COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.  
 PARCEL NO. 10167  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2017.

KITTITAS COUNTY PLANNING DIRECTOR  
 NAME AND ADDRESS - ORIGINAL TRACT OWNERS  
 BASIL SINCLAIR  
 200 SINCLAIR ROAD  
 ELLENBURG, WA 98928  
 PHONE: (509) 925-2371  
 EXISTING ZONE: AC-5  
 SOURCE OF WATER: INDIVIDUAL WELLS  
 SEWER SYSTEM: ON SITE SEWAGE SYSTEMS  
 STORM WATER: NO IMPROVEMENTS FOR THIS APP.  
 NORTH AND TYPE OF ACCESS: COUNTY ROAD R/W  
 NO. OF SHORT PLATTED LOTS: TWO (2)  
 SCALE: 1" = 100'

SUBMITTED ON: \_\_\_\_\_  
 AUTOMATIC APPROVAL DATE: \_\_\_\_\_  
 RETURNED FOR CAUSE ON: \_\_\_\_\_

**SINCLAIR SHORT PLAT**  
**PART OF SECTION 21, T. 18 N., R. 18 E., W.M.**  
**KITTITAS COUNTY, WASHINGTON**



**CRUISE & ASSOCIATES**  
**PROFESSIONAL LAND SURVEYORS**  
 217 E. Fourth St.  
 Ellensburg, WA 98926 (509) 962-6242  
 P.O. Box 969  
 Ellensburg, WA 98926

**SINCLAIR SHORT PLAT**

**AUDITOR'S CERTIFICATE**

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_ 2017, at \_\_\_\_\_ M., in Book L of Short Plats at page(s) \_\_\_\_\_, at the request of Cruse & Associates, RECEIVING NO. \_\_\_\_\_

ERALD V. PETTIT BY \_\_\_\_\_  
 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 of the request of DREW SINCLAIR in AUGUST 2017.

*Christopher C. Cruse*  
 CHRISTOPHER C. CRUISE  
 Professional Land Surveyor  
 License No. 38815  
 DATE: 11/27/2017

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 JUN 15 2018  
 Kittitas County CDS

**SHEET 1 OF 2**

SINCLAIR SHORT PLAT  
PART OF SECTION 21, T. 18 N., R. 18 E., W.M.  
KITITITAS COUNTY, WASHINGTON

ORIGINAL PARCEL DESCRIPTIONS

TRACT 1

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED DECEMBER 6, 1994, IN BOOK 20 OF SURVEYS, PAGE 159, UNDER AUDITOR'S FILE NO. 577564, RECORDS OF KITITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITITAS, STATE OF WASHINGTON;

EXCEPT PARCEL D OF THAT CERTAIN SURVEY AS RECORDED MAY 15, 2006, IN BOOK 32 OF SURVEYS, PAGE 182, UNDER AUDITOR'S FILE NO. 200608150247, RECORDS OF KITITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITITAS, STATE OF WASHINGTON;

TRACT 2

PARCEL C OF THAT CERTAIN SURVEY AS RECORDED MAY 15, 2006, IN BOOK 32 OF SURVEYS, PAGE 182, UNDER AUDITOR'S FILE NO. 200608150047, RECORDS OF KITITITAS COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITITITAS, STATE OF WASHINGTON;

EXCEPT ANY PORTION LYING WITHIN THE JOHN WAYNE TRAIL AS SHOWN ON SAID SURVEY.

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.
2. FOR SECTION SUBDIVISION, SECTION AND QUARTER SECTION CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 32 OF SURVEYS, PAGE 182 AND THE SURVEYS REFERENCED THEREON.
3. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WHO BENEFIT FROM ITS USE.
4. AN APPROVED ACCESS PERMIT WILL BE REQUIRED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO CREATING ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT OF WAY.
5. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE KITITITAS COUNTY ROAD STANDARDS.
6. KITITITAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNTIL SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS. THIS REQUIREMENT WILL INCLUDE THE HARD SURFACE PAVING OF ANY STREET OR ROAD SURFACED ORIGINALLY WITH GRAVEL.
7. ALL DEVELOPMENT MUST COMPLY WITH INTERNATIONAL FIRE CODE.
8. THE SUBJECT PROPERTY IS WITHIN OR NEAR DESIGNATED NATURAL RESOURCE LANDS OF LONG-TERM COMMERCIAL SIGNIFICANCE ON WHICH A VARIETY OF COMMERCIAL ACTIVITIES ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. COMMERCIAL UTILITIES ARE NOT TO BE PERFORMED IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC UTILITIES. (RCW 7.48.305)
9. PURSUANT TO KCC 14.08.090 A FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY DEVELOPMENT WITHIN THE 100 YEAR FLOODPLAIN.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT BASIL L. SINCLAIR AND ETIA SINCLAIR, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS OF TRACT 1, AND BASIL L. SINCLAIR, A MARRIED INDIVIDUAL PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HIS SPOUSE, THE UNDERSIGNED OWNER OF TRACT 2, DO HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

BASIL L. SINCLAIR \_\_\_\_\_  
ETIA SINCLAIR \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.  
COUNTY OF KITITITAS }

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BASIL L. SINCLAIR AND ETIA SINCLAIR, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

AUDITOR'S CERTIFICATE

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_  
2017, at \_\_\_\_\_ M., in Book L of Short Plats  
(#1388866) of the request of Cruse & Associates  
RECEIVING NO. \_\_\_\_\_

SEAL V. PETRIT BY  
KITITITAS COUNTY AUDITOR



CRUSE & ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
217 E. Fourth St.  
Ellensburg, WA 98926 (509) 962-8242

SINCLAIR SHORT PLAT

11/21/2017



Step 3a: AFFIDAVIT OF IRRIGATION WATER AVAILABILITY

STATE OF WASHINGTON)

) ss.

COUNTY OF KITTITAS )

I, DREW SENCCLAIR, the undersigned, do hereby affirm and attest to the following:

1) I am a citizen of the United States of America and of the State of Washington, over the age of 18 years, and competent to make this affidavit.

2) I am the owner of certain real property located in Kittitas County, Washington, with a physical address and/or parcel number of:

Parcel Number: 18-18-21040-0006

Address: FAUST RD  
Ellensburg WA 98926

3) I declare that:

The above described property has access to an irrigation water supply for outdoor use (please check one of the boxes below). (Package "A")

Adequate water right for irrigation purposes

Accessible water shares from an irrigation district

Previously established beneficial use under permit exemption for irrigation purposes up to one half acre

The above described property does not have access to an irrigation water supply for outdoor use (please check one of the boxes below). (Package "B")

No water rights for irrigation purposes available

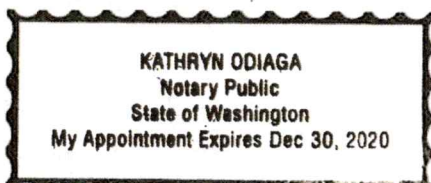
No access to water rights for irrigation purposes

4) I further declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED this 23 day of March, 2018 at Ellensburg, Washington.

[Signature]  
Affiant Signature

SUBSCRIBED and SWORN to (or affirmed) before me this 23 day of March, 2018



[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at RC  
My commission expires: 12/30/20



