



KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

GRADING PERMIT APPLICATION

(KCC 14.05 Clearing or Grading)

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

REQUIRED ATTACHMENTS

1. Site plan which includes:
 - a. Vicinity map, using natural points of reference
 - b. Property lines
 - c. Permit area boundary
 - d. North arrow
 - e. Location and dimensions of all existing and proposed development, including structures, roads, sewer and water lines, wells, utilities, easements, water bodies, floodplains, critical areas, drainage facilities, and on-site sewage disposal and drainfield areas, within the permit area boundary.
2. Grading plan
3. Engineered grading plan for projects in excess of 500 cubic yards or in a critical area (floodplain, wetland, geologically hazard area)
4. SEPA Checklist (if not exempt per KCC 15.04 or WAC 197-11-800)

APPLICATION FEES:

\$0.00 Total fees due for this application (One check made payable to KCPW)

FOR STAFF USE ONLY		
Application Received By:	Date:	Receipt #
_____	_____	_____
Project Number:		
<u>GP-19-00010</u>		

RECEIVED
JUL 23 2015
KITITAS COUNTY
DEPT OF PUBLICWORKS
DATE STAMP IN BOX

GENERAL APPLICATION INFORMATION

1. **Name, mailing address and day phone of land owner(s) of record:**
Landowner(s) signature(s) required on application form.
Name: Brent Olson * (also on behalf of Goldy Marsh)
Mailing Address: 11631 Just A Meer Lane NE
City/State/ZIP: Bainbridge Island, WA 98110
Day Time Phone: 206-953-8221(cell); 206-780-5103 (of)
Email Address: brentolson@mbolson.com

2. **Name, mailing address and day phone of authorized agent, if different from landowner of record:**
If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.
Agent Name: _____
Mailing Address: _____
City/State/ZIP: _____
Day Time Phone: _____
Email Address: _____

3. **Name, mailing address and day phone of engineer, if required:**
Engineer Name: Marc Kirkpatrick
Engineer Firm: Encompass Engineering & Surveying
Mailing Address: 407 Swiftwater Blvd
City/State/ZIP: Cle Elum, WA 98922
Day Time Phone: 509-674-7433
Email Address: _____

4. **Street address of property:** Address not yet assigned

5. **Map Number and Tax Parcel Number:** 15159 (20-16-32000-0050)

6. **Property size:** 10.67 acres _____ (acres)

7. **Is project within a Critical Area:**
_____ Floodplain _____ Habitat Conservation Areas
_____ Wetland _____ Geologic Hazardous Area

8. **Is project within 200' of a Shoreline of the State:** _____ Yes _____ No

9. **Project Information:**

Maximum fill depth: _____ (feet) Maximum cut depth: _____ (feet)
Quantity of fill: _____ (cubic yards) Quantity of excavation: _____ (cubic yards)
Maximum fill slope: _____ (feet) Maximum cut slope: _____ (feet)

Categories

- Structure
- Road
- Bridge / Culvert
- Levee
- Stream Bank / Channel
- Irrigation Structure
- Habitat Enhancement
- Utilities
- Subdivision (new or expansion)
- Other: _____

Components

- Excavation
- Fill
- Channelization
- Grading
- Clearing
- Mining and Dredging
- Drilling
- Debris Removal
- Wetland Impact
- Other: _____

10. **Grading plan type:** _____ Regular Engineered

Grading plan checklist:

- Easily reproducible scale on the plan of appropriate size depicting location and details of all cuts and all fills including depth and finished slopes of all cuts and all fills. ✓
- General vicinity map of the area. ✓
- North arrow. ✓
- Subject property boundary lines, existing and proposed roads or driveways, easements, natural or manmade bodies of water and drainages, critical areas, shorelines, floodplains, and any existing or proposed structures, wells or septic systems on the site, and the distance between such features.
- Bodies of water, critical areas, structures, wells and septic systems on adjacent property and lying within 50 feet of the subject grading activity boundary that could be affected by the proposed grading operations.
- Maps drawn with contour intervals that adequately depict existing and proposed slopes for the proposal. ✓
- Total quantities, in cubic yards, and type of cut and fill material, including on-site grading material, and imported material.
- Cross section drawings that include:
 - Maximum depth of fill and maximum height of cuts.
 - Existing and proposed buildings and their setbacks from cut or fill slopes.
 - Existing grades extending a minimum of twenty (20) feet beyond the scope of work.
 - Finished grades of cuts and fills extending a minimum of twenty (20) feet beyond the scope of work.
 - Retaining walls and the adjacent grade at least twenty (20) feet on either side of the wall(s).
 - Grades of all existing cut and fill areas expressed as a ratio of horizontal to vertical slope.
- The disposal site for excavated material. Offsite disposal may require a separate grading permit.
- The location of proposed erosion and sedimentation control measures showing compliance with the requirements of WDOE Stormwater Management Manual for Eastern Washington.
- Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, berms, settling ponds, or other water or erosion control devices to be utilized as a part of the proposed work.
- Any recommendations included in an engineering geology or geotechnical assessment or report for grading or developing the property. If required, assessment and reports shall be completed in compliance with KCC 17A Critical Areas.

11. List all applicable local, state and federal permits and indicate whether they were issued, waived, denied or pending. _____

12. Project description and additional project information (attach additional sheets if necessary): _____
Construction of a 22-foot road to access property. Length of road
is approximately 2,350 lf.

AUTHORIZATION

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 transmitted to the Land Owner of Record and copies sent to the authorized agent, as applicable.

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

Date:

X _____

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

Date:

X G. Brent Olson* 

7/22/2015

* Olson is not land owner, but possesses legal road easement on subject parcel.

For staff use only:

County Engineer approval date: _____

County Engineer approval signature: _____

Conditions of approval: _____

REAL ESTATE CONTRACT

THIS CONTRACT, made this 25th day of May, 1966 between

DEWEY E. BALLARD, hereinafter called the "seller" and
 THOMAS J. WILLETTE and NORMA J. WILLETTE, his wife, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Kittitas County, Washington:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty (20) North, Range Sixteen (16) SW $\frac{1}{4}$, in Kittitas County, State of Washington, except the coal and minerals underlying the surface thereof.

Seller reserves to himself in perpetuity a non-exclusive easement for roadway 30 feet in width running in a northerly and southerly direction along the entire east boundary line of said tract hereinabove described, for

~~Free of incumbrances, except:~~

access to adjoining lands owned by seller.

On the following terms and conditions: The purchase price is ~~Fourteen Thousand and no/100~~ ~~(\$14,000.00)~~ ~~dollars~~, of which ~~Four Thousand Six Hundred Forty and no/100~~ ~~(\$4,640.00)~~ ~~dollars~~ has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: The unpaid balance is \$11,360.00. Purchaser shall pay seller direct \$3,786.67 or more on or before May 20, 1967; \$3,786.67 on or before May 20, 1968; and \$3,786.66 on or before January 15, 1969. At the time of said payments, purchaser shall pay to seller interest on the declining unpaid principal balance to date of each payment at the rate of 6% per annum, interest to commence on date of this contract. There shall as soon as practicable hereafter be left in escrow with the Seattle First National Bank, Cle Elum, Washington, a copy of this contract and the warranty deed and title insurance policy hereinafter described; the only obligation of the escrow agent shall be to hold said documents in escrow and deliver them to purchaser upon payment in full by purchaser hereunder, or return them to seller upon default of purchaser hereunder. Real estate taxes and water and utilities charges shall be prorated as of date of this contract.

No waiver of payment or breach of contract by seller shall constitute a waiver of any subsequent delinquency, default or breach of contract. Notices may be sent by certified or registered mail by either party to the other, effective upon mailing.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

WARRANTY DEED

THE GRANTOR DEWEY E. BALLARD, in his separate right, for and in consideration of TEN AND 00/100 (\$10.00) DOLLARS in hand paid, conveys and warrants to ELVIN C. OLSON and IRMA A. OLSON, husband and wife, the following described real estate, situated in the County of Kittitas, State of Washington:

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 20 North, Range 16 East, W.M., which is described as follows:

Beginning at a point on the West boundary line of said section, which is 1,060 feet North 2°09' West of the quarter section corner on the West line of said section, and running thence South 64°43' East 1,454.2 feet to a point on the 1/16 section line; thence North 00°43' West on the 1/16 section line to the Northeast corner of said Southwest 1/4 of the Northwest 1/4 of said section; thence West, along the North boundary line of said subdivision to the Northwest corner thereof; and thence South 2°09' East on the section line to the point of beginning.

TOGETHER WITH an easement for joint use of and access to roadway reserved for grantor's use over and along the east line of the northwest 1/4 of the northwest 1/4 of said Section 32, which is reserved as a means of access to grantor's other adjoining property.

SUBJECT TO all restrictions, reservations, exceptions, easements, rights of way and possessory rights appearing of record or existing by prescription.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 15, 1967, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

DATED this 11 day of July, 1969.

Dewey E. Ballard