

KITITITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITITITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

BOUNDARY LINE ADJUSTMENT

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

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

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

The following items must be attached to the application packet.

REQUIRED ATTACHMENTS

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

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

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

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

APPLICATION FEES:

\$730.00	Kittitas County Community Development Services (KCCDS)
\$90.00	Kittitas County Department of Public Works
\$145.00	Kittitas County Fire Marshal
\$215.00	Kittitas County Public Health Department Environmental Health
\$1,180.00	Total fees due for this application (One check made payable to KCCDS)

FOR STAFF USE ONLY

Application Received By (CDS Staff Signature):

CAB

DATE:

9.19.16

RECEIPT #

31547

RECEIVED

SEP 19 2016

KITITITAS COUNTY

CDS

DATE STAMP IN RED

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

FORM LAST REVISED: 12-30-15

OPTIONAL ATTACHMENTS

- ☐ An original survey of the current lot lines. (Please do not submit a new survey of the proposed adjusted or new parcels until after preliminary approval has been issued.)
- ☐ Assessor COMPAS Information about the parcels.

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:

Ron V. Mitchell

Mailing Address:

1351 Naneum Rd

City/State/ZIP:

Ellensburg, WA 98926

Day Time Phone:

509 856-7094 or 509 899-1586 (Sonja)

Email Address:

Rmitchell@fairpoint.net

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 other contact person

If different than land owner or authorized agent.

Name:

Mailing Address:

City/State/ZIP:

Day Time Phone:

Email Address:

4. Street address of property:

Address:

City/State/ZIP:

5. Legal description of property (attach additional sheets as necessary):

PORTION OF NW1/4/NE1/4 33-18-19 & PORTION W1/2NW1/4, SE1/4NW1/4
33-18-19

6. Property size: 126.62 (acres)

7. Land Use Information: Zoning: AG 20 Comp Plan Land Use Designation: RURAL WORKING

8. Existing and Proposed Lot Information

Original Parcel Number(s) & Acreage
(1 parcel number per line)

New Acreage
(Survey Vol. ____, Pg ____)

18-19-33020-0001 123.62

~~123.62~~ 123.60

18-19-33020-0003 3.00

~~3.00~~ 3.00

APPLICANT IS: ☒ OWNER ☐ PURCHASER ☐ LESSEE ☐ OTHER

AUTHORIZATION

9. 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.

NOTICE: Kittitas County does not guarantee a buildable site, legal access, available water or septic areas, for parcel receiving approval for a Boundary Line Adjustment.

All correspondence and notices will be transmitted to the Land Owner of Record and copies sent to the authorized agent or contact person, as applicable.

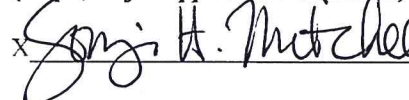
Signature of Authorized Agent:

Signature of Land Owner of Record

(REQUIRED if indicated on application)

(Required for application submittal):

X  (date) 9/9/2016

X  (date) 9-9-16

THIS FORM MUST BE SIGNED BY COMMUNITY DEVELOPMENT SERVICES AND THE TREASURER'S OFFICE PRIOR TO SUBMITTAL TO THE ASSESSOR'S OFFICE.

TREASURER'S OFFICE REVIEW

Tax Status: _____ By: _____ Date: _____

COMMUNITY DEVELOPMENT SERVICES REVIEW

() This BLA meets the requirements of Kittitas County Code (Ch. 16.08.055).

Deed Recording Vol. _____ Page _____ Date _____ **Survey Required: Yes _____ No _____

Card #: _____

Parcel Creation Date: _____

Last Split Date: _____

Current Zoning District: _____

Preliminary Approval Date: _____

By: _____

Final Approval Date: _____

By: _____

MITCHELL BLA NARRATIVE:

Existing parcel sizes are 123.62 acres and 3.00 acres, which will be reconfigured to the same acreages as shown on the attached illustration. The newly configured 3.00 acre parcel will contain two houses which each have existing wells and existing septic systems and drain fields as illustrated. Water and septic systems will remain as they are. The existing legal descriptions are attached; the new descriptions will be provided by survey after the county's preliminary BLA approval is issued.

Cruse & Associates

From: "Jeff Watson" <jeff.watson@co.kittitas.wa.us>
Date: Wednesday, August 17, 2016 2:20 PM
To: "Cruse & Associates" <cruseandassoc@kvalley.com>
Subject: RE: Mitchell property BLA

You are correct;

[Chapter 17.29](#)

A-20 - AGRICULTURE ZONE*

17.29.040 Lot size required.

1. Minimum lot (homesite) requirements in the agricultural (A-20) zone are:
 - a. (20) acres, unless within a conservation plat as provided for in KCC Chapter 16.09, Cluster Platting and Conservation Platting
 - b. In no case shall there be more than two dwellings (residences) on any lot or tax parcel unless such parcel is twice the required minimum (twenty-(20)-acre) size.

This section of code has the inverse effect of allowing 2 residences on Ag 20 parcels. This is expected to change during this year's docket process for development code updates. The BLA will be fine (all other things being reviewed of course) in theory if the 3 acre parcel stays at or above 3 acres.

Jeffrey A. Watson

Planner II

[Community Development Services](#)

411 North Ruby

Ellensburg WA 98926

jeff.watson@co.kittitas.wa.us

509-933-8274

From: Cruse & Associates [mailto:cruseandassoc@kvalley.com]

Sent: Wednesday, August 17, 2016 10:30 AM

To: Jeff Watson

Subject: Mitchell property BLA

Jeff,

Please verify that I'm not misunderstanding our conversation earlier this morning: The Mitchell's have a 123.62 acre and a 3.00 acre parcel in the Ag-20 zone. They wish to adjust the 3.00 acre parcel boundaries so that the 3.00 acre parcel contains two of the existing homes. My understanding is that current county code permits this described boundary adjustment.

Chuck

Charles A. Cruse, Jr. P.L.S.

Cruse and Associates

217 East 4th Ave.

P.O. Box 959

EXISTING BOUNDARY

PROPOSED BDRY

3000

1 inch = 188 feet
Relative Scale 1:2,257

ublish the most
inties, expressed



Drainfields

wells



Part of the NW 1/4 of Section 33, Township 18 North, Range 19 East, W.M.

NOTES:

1. The bulk of bearings is S 02°44'27" E, along the east line of the Northwest Quarter of Section 33, as is the survey recorded in Book 16 of Surveys, page 123.
2. Section corner description and documentation pursuant to WAC 332-130 is as shown on the above mentioned survey of record.
3. This survey was performed using a Topcon GTS-3C total station. The controlling monuments and property corners were located, staked and checked from a closed field traverse in excess of 80,000 feet. There were no other adjustments.
4. The purpose of this survey is to describe a three acre deed release parcel, Mitchell's are contract purchasers of the property surrounding Parcel B shown herein.



Scale: 1" = 100'

100 0 100

LEGEND

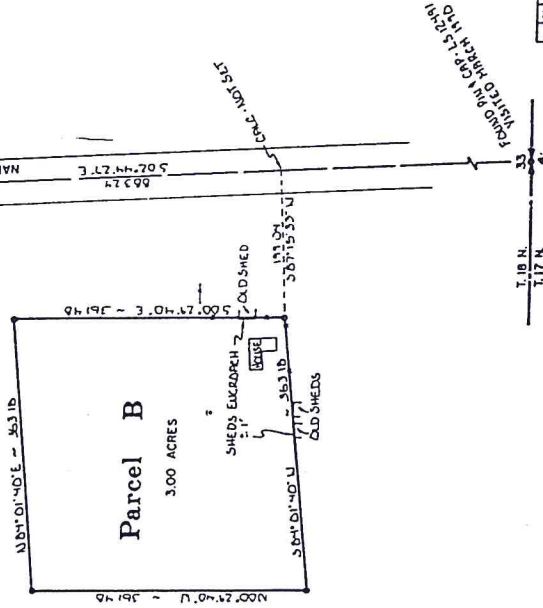
- SET 5/8" REDAR WITH SURVEY CAP
- FENCE

LEGAL DESCRIPTIONS

ORIGINAL PARCEL - AFN 518858

PARCEL B

Parcel B of that certain survey as recorded June 19 1991 in Book 22 of Surveys of Page 123 Auditor's File No. 522222, Records of Kittitas County, Washington being a portion of the Northwest 1/4 of Section 33, Township 18 North, Range 19 East, W.M., Kittitas County, Washington.



AUDITOR'S CERTIFICATE

Filed for record this 19th day of June 1991 at 4:17 P.M. in Book 22 of Surveys of Page 123 of the Records of CRUSE & NELSON BEVERLY M. ALLENBAUGH by: D. Allen

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformity with the requirements of the Survey Recording Act of the State of Washington.

CHARLES A. CRUSE, JR.
Professional Land Surveyor
License No. 1007
Date June 19, 1991

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Main Street
Ellensburg, WA 98926
PH. (509) 923-4747

Mitchell Property

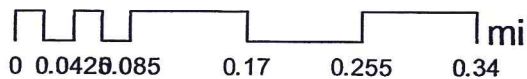
Kittitas County COMPAS Map EXISTING



Date: 9/13/2016

1 inch = 752 feet
Relative Scale 1:9,028

Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



EASEMENT

EKS-185

KNOW ALL MEN BY THESE PRESENTS §

AUDITOR'S NOTE:
Portions of this document
poor quality for filming.

That the undersigned, Ron V. Mitchell and Sonja H. Mitchell, husband and wife (hereinafter referred to as Grantor), for Ten Dollars, cash in hand paid and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto OLYMPIC PIPE LINE COMPANY, a Corporation of Delaware, with an address of P. O. Box 1800, Renton, Washington 98057, (hereinafter called Grantee), its successors and assigns, a easement sixty feet (60') wide, provided that after installation of the pipeline, the width of this easement shall be reduced to twenty feet (20'); to construct, maintain, operate, repair, alter, or replace one and only one pipeline and simultaneously such other underground equipment and communication cables which may be necessary or incidental to the operation of remote controlled facilities and continuous monitoring of pipeline operation systems across, under and upon the lands of Grantor in the County of Kittitas, State of Washington, to wit; within the N. W. ¼ of Section 33, Township 18 North, Range 19 East W. M., as described by Deed in Auditor's File Number 213594, Real Estate Contract in Auditor's File Number 518858 and by Quit Claim Deed under Auditor's File Number 543691. The approximate location of pipeline easement as indicated by dash - - - line on attached Exhibit "A" (subject to as-built survey by a State of Washington certified licensed surveyor and delivery of such certified as-built survey within 120 days after completion of construction to Grantor), and subject to the following conditions, covenants and agreements.

This agreement shall be binding on the Grantor and Grantee; successors and assigns of the parties hereto, and the rights of easement herein granted, or any one of them shall be used by or useful to Grantee for the purposes herein granted, with ingress to and egress from the premises for the purposes of constructing, inspecting, repairing, maintaining, replacing and removing the property of Grantee herein described; the Grantee shall notify Grantor prior to entry upon Grantor property and Grantor shall provide Grantee with ingress-egress directions to and from said easement for the rights herein granted. The undersigned hereby binds themselves, their heirs, executors, administrators, successors and assigns to warrant and defend said easement unto Grantee, its successors and assigns, against every person whomsoever lawful claiming the same or any part thereof.

Grantee agrees to defend, protect, indemnify and hold harmless Grantor from and against any and all losses, liabilities, claims, demands, including but not limited for damages of an environmental nature and causes of action of every character and kind on account of personal injury, illness, death of persons or damage to or loss of property (including but not limited to damage to any property of Grantor) growing out of, incident to or resulting directly or indirectly from the use, occupancy or maintenance of said pipeline by Grantee, its employees, agents, representatives, contractors or subcontractors unless the personal injury, illness, death of persons or damage to or loss of property is caused by the sole negligence of Grantor, their agents, servants, employees, representatives or contractors.

Page 1 of 5

RE EXCISE TAX PAID

Amount 325.58
Date 7-9-96
Affidavit No. 2082
SALLY SCHORMANN, TREAS.
KITITAS COUNTY TREASURER
By [Signature]

Recorded in the County of Kittitas, WA
Beverly M. Allenbaugh, Auditor

12.00

199607090069 4:18pm 07/09/96

Sum
Rum

19960704-009

Grantee represents, warrants and covenants to Grantor that Grantee shall at no time use or permit the premises to be used in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under or about the premises, including but not limited to air quality, soil, surface and sub-surface water conditions. Grantee shall assume sole and full responsibility and to remedy any such violation that may affect the premises as long as the violations are not directly caused by Grantor and/or its successors or assigns. Grantee further agrees that if any stream or water well should become contaminated as a result of Grantee's operations; Grantee shall pay Grantor for such loss and loss of property value. Any subsurface stream crossed during trenching shall be protected and/or surrounded by non-liquefiable materials to ensure continuance of natural flow.

Prior to cutting any fence, Grantee shall brace the existing fence on both sides of the easement adequately, and in such a manner that there will be no slackening of the wires, and while constructing through the fenced area shall maintain sufficient guard or deterrent to keep livestock from crossing. Grantee shall leave access points across the easement to permit livestock crossing during construction and be responsible for injury or loss of livestock. Grantee will not permit any of its agents, employees or any independent contractor performing service to carry any firearms on to lands of Grantor.

The Grantee agrees to bury all pipe to minimum cover of forty eight inches (48") between the top of the pipe and the surface of the land. It is understood that Grantee shall double ditch across the lands of Grantor and double ditching shall be completed by separating the top-soil from the sub-soil and during the backfill operation, said sub-soil shall be placed in the open ditch in layers and compacted, then said top-soil shall be placed in the open ditch to complete said backfill operations. Any basalt or other rock materials that are unearthed on said easement during construction shall be removed from premises and disposed of by Grantee. Grantee agrees to pay for any damage caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline. It is understood and agreed that the consideration herein paid does not include payment of the initial construction crop damages. Grantee herein agrees to smooth and level the ground disturbed by construction and installations of the pipeline and will construct terraces or water diversions and other such soil conservation devices upon the easement described herein, as may be reasonably necessary to prevent damage to the lands of Grantor from erosion resulting from Grantee's operations hereunder and further, shall, at the request of Grantor, again fill and pack any of the backfill which is settled to any appreciable extent. When construction is complete, Grantee shall be responsible for costs to reseed these disturbed portions of the construction corridor with a seed mix acceptable to Grantor or they will be returned to a condition agreed to by Grantor. A five year monitoring plan for upland vegetation, including contingency plans, will be developed and implemented. Parameters to be monitored will include the success of replanted vegetation, types and percentage of invasive species, damage to remaining vegetation along the corridor, such as blowdown or erosion of topsoil, and unanticipated impacts.

Any damage done to the roads or property for ingress and egress caused by Grantee, its agents or assigns on any of Grantor's land, shall be repaired immediately thereafter by Grantee at Grantee's expense.

19960701, 0069

Grantee shall not allow any rubbish, or other waste of any kind or nature to be deposited, thrown out or accumulated upon said lands. All trash, equipment, supplies and materials shall be collected and removed immediately after construction is complete.

Grantee shall make no above ground installation on premises, unless it is agreed upon by Grantor; except pipeline identification markers and/or cathodic test leads adjacent to public roads and/or property fence lines.

Grantor reserves the right to farm said land as well as to graze the same, to build fences and roads on, over and across said land as well as to fully use and enjoy the same premises except for the specific purposes granted herein to Grantee, provided the Grantor shall not construct nor permit to be constructed any structures that may interfere with construction, maintenance or operation of the pipeline by Grantee. Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth and brush in the exercise of the rights herein granted.

Upon completion of the pipeline; subject to the terms and provisions herein contained, this easement grant shall continue so long as it is used for the transmission of natural gas, petroleum or any of its products.

This is not a conveyance of the real estate included with this easement, but is granted solely of an easement as described within.

The parties agree that in the event any enforcement proceedings are required under this easement, the prevailing party shall receive reasonable attorney fees and costs and that venue shall be laid in Kittitas County, Washington.

IN WITNESS WHEREOF, this instrument is signed on this the 15th day of May, 1996.

Sonja H. Mitchell
Sonja H. Mitchell

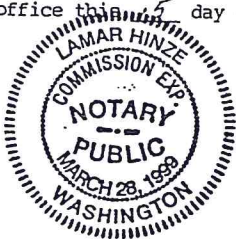
Ron V. Mitchell
Ron V. Mitchell

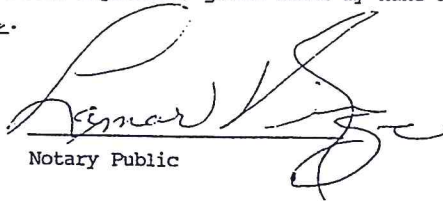
William J. Wilcox
Representative
Olympic Pipe Line Company

199601010069

STATE OF WASHINGTON
COUNTY OF KITTITAS

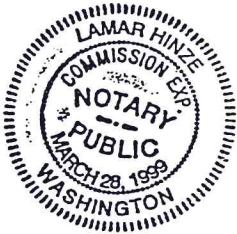
Before Me, the undersigned, Notary Public in and for said County and State, on this day personally appeared Ron V. Mitchell and Sonja H Mitchell, satisfactorily proven to be the person(s) who executed the foregoing instrument as their free and voluntary act and deed for the purposes and considerations therein expressed, given under my hand and seal of office this 15 day of May, 1996.




Notary Public

STATE OF WASHINGTON
COUNTY OF Kittitas

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared William Mulkey, satisfactorily proven to be the authorized agent and representative of Olympic Pipe Line Company who executed the foregoing instrument as his free and voluntary act and deed for the purposes and considerations therein expressed, given under my hand and seal of office this 15 day of May, 1996.



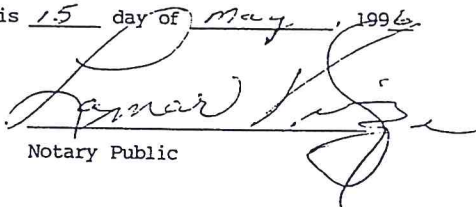

Notary Public

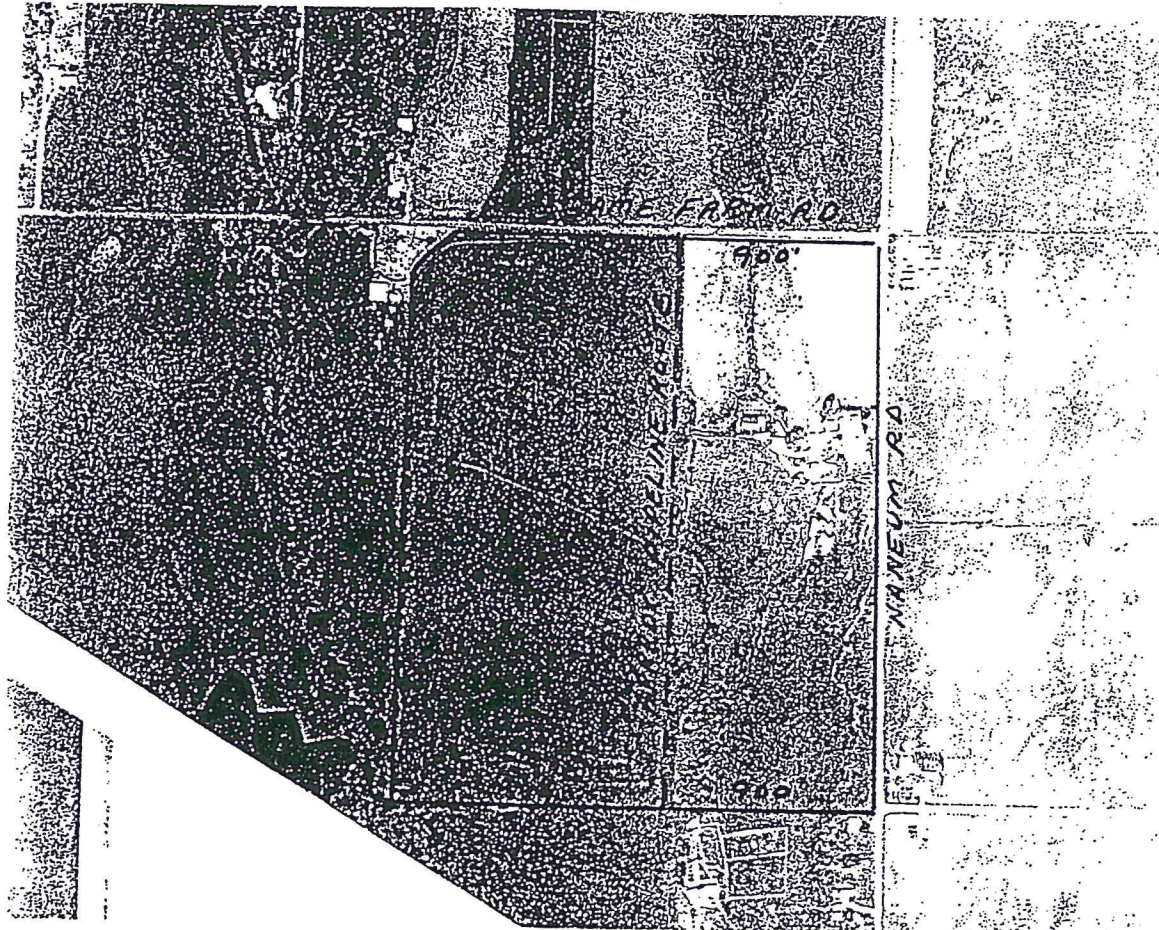
EXHIBIT "A"

199607090069

The Northwest 1/4 of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

EXCEPT:

1. A tract of land bounded by a line beginning at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington; and running thence East along the South boundary line of said quarter of quarter section, 495.5 feet; thence North, parallel with the West boundary line of the West 1/2 of the Northwest 1/4 of said section, 2420.0 feet; thence North 34°04' East, 110.8 feet; thence North 51° East, 194.0 feet to the South boundary line of the right of way of the county road; thence North 87°49' West along the South boundary line of said right of way, 708.5 feet to the intersection thereof with the West boundary line of said West 1/2 of the Northwest 1/4 of said section; and thence South, along the West boundary line of said West 1/2 of the Northwest 1/4 of said section, 2642.0 feet to the point of beginning;
2. A tract of land 20 feet in width conveyed to the Kittitas Reclamation District, by deed recorded in Book 48 of Deeds, page 446;
3. Parcel B of that certain Survey recorded June 19, 1991, in Book 17 of Surveys, page 198, under Auditor's File No. 540243, being a portion of Northwest 1/4 of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.



Shm
Rum

CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-45213472

GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: August 15, 2016

Issued by:

AmeriTitle, Inc.

101 W Fifth

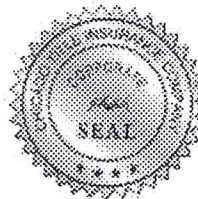
Ellensburg, WA 98926

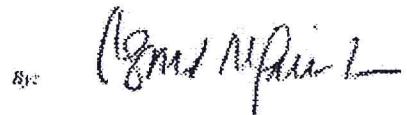
(509)925-1477



Authorized Signer

CHICAGO TITLE INSURANCE COMPANY



By: 

President

ATTEST

Secretary

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

Subdivision Guarantee Policy Number: 72156-45213472

SUBDIVISION GUARANTEE

Order No.: 125792AM
Guarantee No.: 72156-45213472
Dated: August 15, 2016

Liability: \$1000
Fee: \$350.00
Tax: \$28.00

Your Reference:

Assured: Cruse & Associates

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

Tract 1

The Northwest Quarter of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

EXCEPT:

1. A tract of land bounded by a line beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington; and running thence East along the South boundary line of said quarter of quarter section, 495.5 feet; thence North, parallel with the West boundary line of the West Half of the Northwest Quarter said section, 2420.0 feet; thence North 34°04' East, 110.8 feet; thence North 51° East, 194.0 feet to the South boundary line of the right of way of the county road; thence North 87°49' West along the South boundary line of said right of way, 708.5 feet to the intersection thereof with the West boundary line of said West Half of the Northwest Quarter of said section; and thence South, along the West boundary line of said West Half of the Northwest Quarter of said section, 2642.0 feet to the point of beginning.

2. A tract of land 20 feet in width conveyed to the Kittitas Reclamation District, by deed recorded in Book 48 of Deeds, at page 446.

3. Parcel B as described an/or delineated on that certain Survey as recorded June 19, 1991, in Book 17 of Surveys, page 198, under Auditor's File No. 540243, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

4. Right of way of County Roads.

Tract 2

Parcel 1:

Parcel B of that certain survey as recorded June 19, 1991 in Book 17 of Surveys at page 198, under Auditor's File No. 540243, records of Kittitas County, Washington, being a portion of the Northwest 1/4 of Section 33, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

Parcel 2:

An easement for ingress and egress 30 feet in width over the existing driveway which is described as commencing at the Southeast corner of the above described parcel and bearing North 87°15'33" East to Naneum County Road.

FEE SIMPLE interest as to Tract 1, portion of Tract 2 and Easement interest as to portion of Tract 2 in the Land described in this Commitment is owned, at the Commitment Date, by:

Ron V. Mitchell and Sonja H. Mitchell, husband and wife, also shown of record as Ron Mitchell and Sonja Mitchell

END OF SCHEDULE A

(SCHEDULE B)

Order No: 125792AM
Policy No: 72156-45213472

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

TRACT 1 EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
6. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: or call their office at (509) 962-7535.

Tax Year: 2016
Tax Type: County
Total Annual Tax: \$4,092.53
Tax ID #: 614834
Taxing Entity: Kittitas County Treasurer
First Installment: \$2,046.27
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2016
Second Installment: \$2,046.26
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2016
Affect Tract 1

7. Tax Year: 2016
Tax Type: County
Total Annual Tax: \$1,504.35
Tax ID #: 300936
Taxing Entity: Kittitas County Treasurer
First Installment: \$752.18
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2016
Second Installment: \$752.17
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2016
Affects Tract 2

8. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

9. At the request of the insured, we have agreed to eliminate any reference in the policy to issue as to the pendency of Yakima County Superior Court Cause No. 77-2-01484-5 on the agreed-upon understanding that there are no provisions in said policy which afford, or are intended to afford, insurance that there is a present or continuing right to use surface waters of the Yakima River Drainage Basin. The sole purpose of said paragraph appearing in our Guarantee was to advise the insured that such an action is pending of record and that judgment adjudicating such surface waters are being sought in accordance with the statutes of the State.
10. Waiver of damages contained in Deed to the Kittitas Reclamation District, recorded Book 48 of Deeds, page 446, as follows:

"Said grantor, for itself and for its successors and/or assigns, hereby acknowledge full satisfaction for all severance damage and claims thereto to all their lands adjacent to the lands herein conveyed by reason of or occasioned by the location, construction, maintenance and operation of an irrigation canal by grantee, its successors and/or assigns, over and across the premises herein conveyed."

11. Encroachment of sheds as disclosed by survey recorded September 16, 1991, in Volume 17 of Surveys, page 198, under Auditor's File No. 540243.
12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Olympic Pipeline Company, a Delaware corporation, its successors and/or assigns
Purpose: To construct, maintain, operate, repair, alter or replace one and only one pipeline and such other underground equipment and communication cables necessary or incidental to the operation of remote controlled facilities and continuous monitoring of pipeline operation systems
Recorded: July 9, 1996
Instrument No.: 199607090069
Affects: A strip of land sixty feet (60') in width provided that after installation of the pipeline, the width of the easement shall be reduced to twenty feet (20')
13. A Mortgage, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount \$192,000.00

Mortgagor: Ron V. Mitchell and Sonja H. Mitchell, husband and wife

Mortgagee: Northwest Farm Credit Services, FLCA

Dated: September 6, 2002

Recorded: September 13, 2002

Instrument No.: 200209130050

14. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$100,000.00
Trustor/Grantor: Ron V. Mitchell and Sonja H. Mitchell
Trustee: Group 9, Inc.
Beneficiary: Washington Mutual Bank, a Federal Association and its successors and/or assigns
Recorded: March 2, 2007
Instrument No.: 200703020055
15. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Naneum Creek, if it is navigable.
16. Any question of location, boundary or area related to the Naneum Creek, including, but not limited to, any past or future changes in it.
17. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.

TRACT 1 EXCEPTIONS:

18. Question as to the exact location of existing driveway as referenced in the Partial Fulfillment Deed and Granted Easement, dated June 21, 1991, recorded August 9, 1991, under Auditor's File No. 541783, between Mary M. Brezden, dealing as her separate property and Ron Mitchell and Sonja Mitchell, husband and wife.
19. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Job No.: 17/100
Prepared by: Charles A. Cruse, Jr.
Recorded: June 19, 1991
Book: 17 of Surveys Page: 198
Instrument No.: 540243
Matters shown:
 - a.) Shed encroachment
 - b.) Notes contained thereon

END OF EXCEPTIONS

Notes:

Subdivision Guarantee Policy Number: 72156-45213472

Note No. 1: Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

Note No. 2: All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Tract 1

Northwest Quarter of Section 33, Township 18 North, Range 19 East, W.M.

Tract 2

Parcel 1:

Parcel B Book 17 of Surveys page 198, NW 1/4 of Section 33, Township 18 North, Range 19 East, W.M.

Parcel 2:

An easement for ingress and egress 30 feet in width over the existing driveway

Note No. 3: Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

KCTC
52963
7-02

541783

KITTITAS COUNTY AUDITOR
FILED - WEST OF
KCTC
101 AUG -9 PM 2:03

RE EXCISE TAX PAID
Amount 26.23 50
Date 2-23-99
Affidavit No. 26868
SALLY SCHORMANN, TREAS.
KITTITAS COUNTY TREASURER
By _____

KCTC
525

PARTIAL FULFILLMENT DEED
and
GRANT OF EASEMENT

THE GRANTOR, MARY M. BREZDEN, dealing with her separate property, for and in consideration of Ten (\$10.00) Dollars, and other valuable considerations, in hand paid, conveys and warrants to the Grantees, RON MITCHELL and SONJA MITCHELL, husband and wife, the following described real property, situated in Kittitas County, State of Washington:

PARCEL B of that certain survey as recorded June 19, 1991 in Book 17 of Surveys at page 198, under Auditor's File No. 540243, records of Kittitas County, Washington, being a portion of the Northwest 1/4 of Section 33, Township 18 North, Range 19 East, W.M., Kittitas County, Washington.

TOGETHER WITH an easement for ingress and egress 30 feet in width over the existing driveway which is described as commencing at the Southeast corner of the above described parcel and bearing South 87°15'33" West to Naneum County Road.

TOGETHER WITH all water and water rights, if any, ditches, appropriations, franchises, privileges, permits, licenses and easements that are on, connected with, or usually had and enjoyed in connection with the property.

This Deed is given in partial fulfillment of that certain Real Estate Contract between the Grantor and RON MITCHELL, a single man, Grantee dated February 22, 1989, and conditioned for the conveyance of the above described real estate; and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the Grantee, nor any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said Real Estate Contract.

DATED this 21st day of June, 1991.

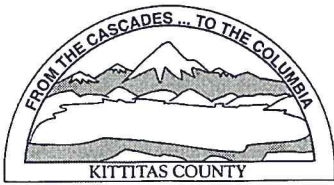
Mary M. Brezden
Mary M. Brezden

STATE OF WASHINGTON)
County of _____) ss.

On this day personally appeared before me MARY M. BREZDEN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of June, 1991.

[Signature]
NOTARY PUBLIC in and for the State of
Washington
My Commission Expires: 4/8/94



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

RECEIPT NO.: 00031547

COMMUNITY DEVELOPMENT SERVICES
(509) 962-7506

PUBLIC HEALTH DEPARTMENT
(509) 962-7698

DEPARTMENT OF PUBLIC WORKS
(509) 962-7523

Account name: 009439

Date: 9/19/2016

Applicant: RON MITCHELL

Type: check # 1517

<u>Permit Number</u>	<u>Fee Description</u>	<u>Amount</u>
BL-16-00013	BOUNDARY LINE ADJUSTMENT MAJOR	730.00
BL-16-00013	BLA MAJOR FM FEE	145.00
BL-16-00013	PUBLIC WORKS BLA	90.00
BL-16-00013	ENVIRONMENTAL HEALTH BLA	215.00
	Total:	1,180.00