October 9, 2014

Dr. Mark Hayden Valley Veterinary Hospital 2090 Vantage Highway

To: Kittitas County Community Development Services RE: Valley Vet Conditional use permit (CU-13-00006)



The attached documents demonstrate that the conditions of approval have been met:

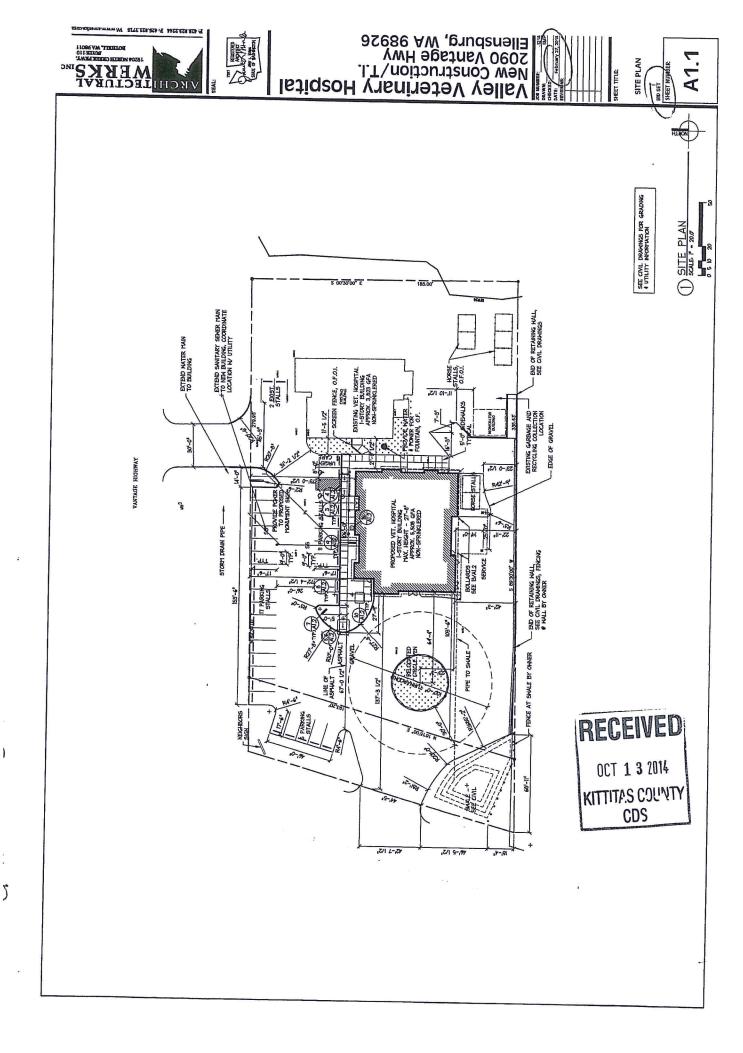
- 1. Valley Veterinary Hospital site plan
- 2. Hayden BLA (BL-13-00022) final approval letter
- 3. Public Works access permit # AC-14-00073
- 4. City of Ellensburg Outside Utilities Agreement, Pre-Annexation agreement, and Frontage Improvement Deferral.
- 5. Fire Marshall Permit #BP-14-00051

I will be submitting two other documents, a letter from PLSA engineers of Yakima, certifying the stromwater system, and a sign permit from KCCDS. Both of these documents are expected to be completed in the next 1-2 weeks.

I believe all other required conditions have been met. Please contact me if you require any further documentation.

Thank you,

Dr. Mark Hayden Cell 509 856 6119





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"

March 6, 2014

Mark Hayden 2090 Vantage Highway Ellensburg WA 98926

RE: Hayden Boundary Line Adjustment (BL-13-00022),

Map Number 17-19-06075-0001 Parcel Number 043437 Map Number 17-19-06020-0002 Parcel Number 891933 RECEIVEL OCT 1 3 2014

KITTITAS COUNTY CDS

Dear Mr. Hayden,

Kittitas County Community Development Services has reviewed the proposed boundary line adjustment and hereby grants final approval to the referenced application. Pursuant to Kittitas County Subdivision Code Chapter 16, please note the following items involved in completing the process:

- 1. Please refer to the attached Kittitas County Public Works Memo for additional information.
- 2. A final packet has been submitted to the Assessor's Office on March 6, 2014 to finalize the boundary line adjustment.

If you have any questions or need assistance, please contact our office at 509-933-8274.

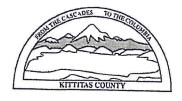
Sincerely,

Staff Planner

CC via E-Mail to: cruseandassoc@kvallev.net

hayden@elltel.net RCrispin@lwhsd.com lindsev.ozbolt@co.kittitas.wa.us

BL-13-00022 Hayden Master File @ T:\CDS\Projects\BLAs\BL 2013\ BL-13-00022 Hayden



KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO:

Jeff Watson, CDS

FROM:

Christina Wollman, Planner III

DATE:

February 7, 2014

SUBJECT:

Hayden BL-13-00022

The Public Works Department has reviewed the Request for Boundary Line Adjustment and finds that it meets current Kittitas County Road Standards.

Our department recommends final approval with the following conditions:

- a. An approved access permit shall be required from the Kittitas County Department of Public Works prior to creating any new driveway access or performing any work within the county road right of way.
- b. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.
- c. Any further subdivision or lots to be served by proposed access may result in further access requirements. See Kittitas County Road Standards.
- d. Evidence of existing access and/or evidence of access to be created should be confirmed prior to sale of property.
- e. Access is not guaranteed to any existing or created parcel on this application.

Please let me know if you have any questions or need further information.

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS 411 N. RUBY STREET, SUITE 1 ELLENSBURG, WA 98926

(509) 962-7523

HAYDEN, MARK R DVM ETUX

May 06, 2014

RECEIVEL

KITTITAS COLIVTY

Permit No.: AC-14-00073 Application Date: April 15, 2014

Issue Date:

OCT 1 3 2014

Application Status: pending

Dear HAYDEN, MARK R DVM ETUX;

Expiration Date: October 12, 2014

Your access/address onto Vantage Highway CDS		
has been conditionally approved by Kittitas County with the following conditions:		
APPLICATION INFORMATION		
Application for: Address Permit X Access Permit		
Assessor Map No.: 17-19-06020-0002		
Access Requested for: COMMERCIAL LOT Desired Width of Driveway: Feet		
Nearest Intersection or Address: Desired Width of Driveway: Feet Nearest Intersection or Address:		
NEW ADDRESS		
Your New Address is: Vantage Highway		
ACCESS REQUIREMENTS		
ALL REQUIREMENTS OF PERMIT TO BE COMPLETED PRIOR TO ISSUANCE OF:		
BUILDING PERMIT OCCUPANCY PERMIT		
N PAVED APRON REQUIRED - WSDOT DESIGN STANDARDS		
N PRIVATE ROAD CERTIFICATION REQUIRED CULVERT LENGTH CALCULATION		
N CULVERT REQUIRED Length = W + 8H + 2 (All Measurements in Feet)		
Minimum Culvert Diameter: Inches W = Width of driveway		
Minimum Beveled End Length: Feet Feet 8 = (Constant) Angle of side slopes (2x4:1) H = Height of culvert + depth of fill above culvert 2 = (Constant) One-foot pipe extension beyond fill ends		
Pipe to be bedded on a minimum of 4" of 5/9 grand on a		
Culverts shall be constructed of new galvanized steel or new plastic HDPE pipe.		
- Maintain a 4:1 slope from the driveway surface to the top of culvert. - Bevels on culvert to be cut at a 4:1 slope.		
INSPECTION OF COMPLETED ACCESS REQUIRED CALL 509-962-7523 TO SCHEDULE YOUR INSPECTION		
other requirements/Comments:		
Construct access to approved submitted access design.		
CALL FOR INSPECTION		
509-962-7623		
Povious d Dun VELLY DAGON		
Reviewed By: KELLY BACON Date: 05/05/2014 Approved By:		
Approved By: Date:		

Mark & Shawn Hayden

From:

"Sarah Voss" <vosss@ci.ellensburg.wa.us>

Date:

Thursday, October 09, 2014 1:07 PM

To:

<hayden@elltel.net>

Attach:

Outside Utiltiy Agreement VVH.pdf

Subject:

outside utiltiy agreement

Good afternoon Dr. Hayden,

Attached is the signed and recorded copy of your outside utility extension agreement for Valley Vet Hospital and the City of Ellensburg. The agreement covers all three parts the County is asking for. Point #8 refers to the pre annexation question and #10 - #13 the frontage improvement deferral. Please feel free to call me if you have any questions.

Sarah Voss

City of Ellensburg, Public Works

(509) 962-7230

RECEIVEL

OCT 1 3 2014

KITTITAS COUNTY CDS

TREASUR	RER'S USE ONLY	RECORDER'S USE ONLY
REVIEWED BY		
DEPUTY COUNTY TREADEPUTY CALLY COUNTY TREADER	SURER Levell 2013	09/18/2013 09:38:41 AM 201309180002 \$80.00 Page 1 of 9 Kittitas County Auditor
Return To:		
City of Ellensh	ourg – City Clerk	
501 N Anders	on St	
Ellensburg, W	A 98926	
<u>Kittit</u>		Auditor/Recorder's Indexing Form Print Or Type All Information in Black Ink
A.		es (or transactions contained therein): ility Extension Agreement
В.	1 City of 2	ame, first name, middle initial): Ellensburg grantors on page of document.
C.		a me, first name, middle initial): en, Mark R
	Additional	grantees on page of document.
D.	Section6,	ion (lot, block, plat or section, township, range): of Township 17 North, Range 19 East legal description on page of document.
E.	Assessor's pro	operty tax parcel/account number(s): 3 2090 Vantage Hwy, Ellensburg, WA
F.	Reference num	nbers of documents assigned or released:

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

of document.

Additional references on page____

UTILITY EXTENSION AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID AND ANNEXATION.

THIS AGREEMENT is entered into on this 16th day of September, 2013, between the City of Ellensburg, Washington, hereinafter referred to as the "City", a Washington Municipal Corporation and Mark Hayden, hereinafter referred to as "the Owner."

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Kittitas County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sanitary sewer utility system, hereinafter referred to as "the utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Chapter 2.48 of the Ellensburg Municipal Code, as now enacted or hereinafter amended, and

WHEREAS, the City Council held a public hearing on this Agreement on September 16th, 2013, during a regularly scheduled Council meeting, and authorized the Mayor to execute this Agreement on behalf of the City; NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

TERMS

- 1. Warranty of Title. The Owner warrants that he is the Owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.
- 2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property (as legally described in Exhibit 'A') from existing utility facilities to be determined by the City.
- 3. Costs. Owner will pay all costs of designing, engineering, constructing and field inspection of the construction of the public improvements covered by this agreement. All construction shall be done to City standards and according to plans approved by the City Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.
- 4. Permits Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by federal, state, county and city

governmental departments including, but not limited to, the Kittitas County Public Works Department, Kittitas County Health Department, State Department of Ecology, and City of Ellensburg.

- 5. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:
 - A. As built plans or drawings in a form acceptable to the City Public Works Department;
 - B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
 - C. A bill of sale in a form approved by the City Attorney; and
 - D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two (2) years.
- 6. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Owner understands and agrees that if the reason for Owner's request to connect is to address a failed sewer system, and Owner seeks from the City, and is granted, relief from the requirement to concurrently connect to both water and sewer, Owner's execution of this Utility Extension Agreement hereby constitutes a commitment to connect to the City Water System, and pay all design, permit and construction fees associated with the service line and any necessary water main line extensions, within three (3) years of execution of this Agreement.
- 7. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, or as they may be hereafter amended or modified.
- 8. Annexation. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:
- A. In general, Kittitas County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation:

- B. In general, City of Ellensburg ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service will be provided to the property by the City of Ellensburg upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Ellensburg indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation:
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. The property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Ellensburg, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

- 9. Land Use. The Owner agrees that as long as the property has not been annexed to the City, that any development of the property described on Exhibit 'A' shall meet the requirements of the Kittitas County Comprehensive Plan, and the applicable Kittitas County zoning.
- 10. Public Works Development Standards. The development or redevelopment of the property shall comply with all Ellensburg Public Works Development Standards, as these standards now exist or may hereafter be amended, applicable to the construction of water, sanitary sewer, and street improvements, which street improvements include, but are not limited to, street, sidewalk, curb and gutter, surface water treatment/flow control and associated conveyance systems, street signs, hot or warm mix asphalt, gravel base course, gravel top course, geotextile fabric, excavation, sawcutting, roadway fill material, striping, and street light improvements. When applicable, this Agreement includes natural gas and electrical utility improvements. All other items of work necessary to the construction of the improvements included in this

paragraph, but not specifically listed, shall be considered incidental to this Agreement and shall be designed and constructed in accordance with the engineer's design and approved by the Public Works Director. The intent of this section is that future annexation of the property to the City of Ellensburg shall result in a development which conforms to these cited Public Works Development Standards.

- 11. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.
- 12. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer and/or water, in addition to any other remedies available to the City.
- 13. Waiver of Right to Protest LID or When Improvements Are Required By City Council. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements:

water, sanitary sewer, surface water flow control and treatment, street improvements, and other improvements identified in paragraph 10 above

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court.

Owner also acknowledges and agrees that the City Council has the authority to require construction of any and all of the improvements identified in paragraph 10 above even in the absence of a LID or ULID. In such instance, Owner agrees to participate in paying for the cost of such improvements to the same extent and manner as if a LID or ULID had been formed, and without in any manner protesting, objecting to, or otherwise opposing the City Council's decision to require construction of the improvements.

- 14. Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.
- 15. Covenant. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the

parties and their heirs, successors and assigns. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee, transferee, or successor shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Kittitas County Auditor shall be borne by the Owner.

- 16. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this Agreement. Venue of such action shall lie in Kittitas County Superior Court or the U.S. District Court for Eastern Washington.
- 17. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to the City shall be to the attention of both the City Manager and City Attorney. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

TO THE OWNER:

Ted Barkley, City Manager Ellensburg City Hall 501 North Anderson St Ellensburg, WA 98926

Mark Hayden 2090 Vantage Highway Ellensburg, WA 98926

Terry Weiner City Attorney Ellensburg City Hall 501 North Anderson St. Ellensburg, WA 98926

18. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the resolution or ordinance adopting this Agreement, such invalidity shall not affect the other terms of this Agreement.

19. Recording. This Agreement shall be filed for record with the Kittitas County Auditor. DATED this 16th day of September, 2013. STATE OF WASHINGTON) ss. **COUNTY OF KITTITAS** know have satisfactory evidence are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the Owners of the property described in Exhibit A to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: NOTARY PUBLIC for the State of Washington, residing at Elleusburg, WA My commission expires: ___

	CITY OF ELLENSBURG Mayor
ATTEST: City Clerk, Coreen Reno	
APPROVED AS TO FORM:	
Terry Weiner, City Attorney	•
STATE OF WASHINGTON COUNTY OF KITTITAS))ss:)
and acknowledged it as the Mayor	tisfactory evidence that Bruce To is the person diperson acknowledged that he signed this instrument of the City of Ellensburg, to be the free and voluntary purposes mentioned in the instrument.
,	Dated: 916-13
□mmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmm	Signature
Notary Public State of Washington COREEN M RENO MY COMMISSION EXPIRES August 1, 2014	NOTARY PUBLIC for the State of Washington, residing at <u>Flonsburg</u> My commission expires: <u>Sl-14</u>

EXHIBIT "A"

That portion of land lying within Kittitas County, State of Washington, Section 6, of Township 17 North, Range 19 East, more particularly described as follows,

Kittitas County Parcel Number: 891933

Kittitas County Map Number: 17-19-06020-0002

Site Address: 2090 Vantage Hwy

Containing 1.33 acres more or less

RECEIVED

COMMERCIAL BUILDING PERMIT

OCT 1 3 2014 KITTITAS CUCNTY CDS

PLAN REVIEW WORKSHEET

PERMIT CENTER DEPARTMENT:	Fire Marshal
PERMIT NO:	BP-14-00051
MAP NUMBER:	17-19-06020-0002
PROJECT LOCATION:	2090 Vantage Hwy
REVIEWER:	B. Larsen
DATE:	03/03/14

The building constructed under this permit shall comply with all federal, state and local laws, the 2012 International Codes and ordinances. <u>The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of any applicable federal, state law, code or of any other ordinance of the jurisdiction.</u>

No conditions required. The plans for the building permit have been reviewed and no conditions are required. The building permit may be issued without any changes or conditions to the submitted plans.
Conditions required. The plans for the building permit have been reviewed and the building permit may be issued according to the attached required conditions/ inspections. These conditions will be attached to the building permit and must be met and/or installed and inspected prior to occupancy of the building.
 Corrections required. The plans for the building permit have been reviewed and the attached corrections are required prior to permit issuance. Corrections should include: DRAWINGS: Responses to the correction notes shall be incorporated on the plans and resubmitted for plan review to the appropriate Kittitas County department. RESPONSE LETTER: A letter describing how each correction item was resolved, the location of the revision on the drawings, and any new or revised information that relates to the correction items must accompany the revised drawings. If the revised sets of drawings and/or additional information are not received within 120 DAYS from the date of this letter, then the application will expire, the deposit will be forfeited and any remaining amount due for the plan review billed.

COMMENTS/ ISSUES/ CONDITIONS/ REQUIRED INFORMATION

NOTE A:	BUILDING CODE REQUIREMENTS: All building and development is subject to Kittitas County Code, International Building Codes and all development agreements.	
NOTE B:	SITE ACCESS: Any security gates shall be made accessible to the fire department by either a key for the gates secured in a key box, or by a KNOX lock.	
	BUILDING ACCESS: Buildings must be made accessible to the fire department by keys secured in a key box.	

D = 0.000	
NOTE C:	FIRE APPARATUS ACCESS ROADS: Ensure that the road, turnaround and parking configuration shown in the plans is maintained.
NOTE D:	Address identification- IFC 505.1. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.
NOTE E:	Haz-Mat Placard – Provide NFPA 704 placard warning sign for the storage of compressed/flammable gases.
NOTE F:	Compressed gas cylinders shall be secured using approved cylinder boxes or chains.
NOTE G:	MSDS Sheets are required for any hazardous material on site, including cleaning agents. Please provide to the inspector during the final inspection.
NOTE H:	Portable Fire Extinguishers- IFC 906.1- Provide fire extinguishers with a minimum rating of 2A, 10BC are required in the locations noted on the plans. Fire extinguishers shall be mounted on hangers or brackets or in cabinets not less than 18" or more than 60" above finished floor.
NOTE I:	REQUIRED INSPECTIONS: All required inspections on the attached forms shall be completed prior to Temporary &/or Full Certificate of Occupancy may be issued.
NOTE J:	PERMIT ISSUANCE: The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any adopted code, any law of Washington State or any other ordinance of Kittitas County. The Kittitas County Fire Marshal's Office shall have the right to enter onto the premises to make inspections as described in this permit and to ensure conformance with the 2012 International Fire Code.