

Gordon (11)

VISTA VIEW

TREASURER'S USE ONLY	RECORDER'S USE ONLY  REVIEWED BY KITTITAS COUNTY TREASURER DEPUTY <u>[Signature]</u> DATE <u>7-26-05</u>
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Return To: City of Ellensburg Comm. Dev.  
501 N. Anderson  
Ellensburg WA 98926



200507260028

Page: 1 of 7  
07/26/2005 02:09P  
50.00

Kittitas Co Auditor CITY ELLENSBURG-MULTING

### Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

A. Document Titles (or transactions contained therein):  
 1 Outside Utility Agreement, Annexation Covenant  
 2 \_\_\_\_\_

B. Grantor (last name, first name, middle initial):  
 1 City of Ellensburg  
 2 \_\_\_\_\_  
 Additional grantors on page \_\_\_ of document.

C. Grantee (last name, first name, middle initial):  
 1 Wade, Richard H, and Karen R  
 2 Miller, John L. and Darlene L.  
 Additional grantees on page \_\_\_ of document.

D. Legal description (lot, block, plat or section, township, range):  
 \_\_\_\_\_  
 Additional legal description on page 1 of document.

E. Assessor's property tax parcel/account number(s):  
17-18-01086 -0001, 0002, 0003  
17-18-01087- 0001, 0002, 0003, + 0004

F. Reference numbers of documents assigned or released:  
 \_\_\_\_\_  
 Additional references on page \_\_\_ of document.

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.

Valley Vista Estates  
05-034



## OUTSIDE UTILITY AGREEMENT, ANNEXATION COVENANT.

THIS AGREEMENT is made between the City of Ellensburg (hereinafter "City") and the undersigned Owner(s), which term excludes an occupant who does not own the real property legally described below, (hereinafter collectively "Owner"), and said AGREEMENT shall supercede in its entirety that earlier AGREEMENT entered into between the City of Ellensburg and the undersigned Owner(s), or their predecessors in interest, as recorded April 8, 2002 under Kittitas County Auditor/Recording Index No. 200204080028.

WHEREAS, Owner owns the following-described real property located within Kittitas County, Washington, to wit:

Lots 1, 2, 3 and 4 as delineated on WADE SHORT PLAT No. 1, Kittitas County Short Plat No.94-35, recorded September 9, 1994, in Book D of Short Plats, Pages 152 and 153, under Auditor's File No. 574870; being a portion of the Southeast ¼, Section 1, Township 17 North, Range 18 East W.M., in the County of Kittitas, State of Washington, and

Lots A, B, C and D of WADES SHORT PLAT #2 No. 94-36, recorded September 9, 1994, in Book D of Short Plats, Pages 154 and 155, under Auditor's File No. 574871; being a portion of the Southeast ¼ of Section 1, Township 17 North, Range 18 East W. M., County of Kittitas, State of Washington;

and,

WHEREAS, the reference to "City Utilities" in this document means the provision of a domestic water supply, collection and treatment of sewage, provision of electric service either individually or in combination with one another, and;

WHEREAS, Owner has applied to the City for City utility service for the above-described real property:

NOW, THEREFORE, in consideration of the furnishing of such City utilities, Owner for himself and on behalf of his heirs, successors and assigns, does hereby promise and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.
2. Charges and Fees. Owner shall pay to the City of Ellensburg, when due, all connection charges, plant investment fees, and any and all charges and fees required by law to be paid for the utility service hereby applied for. Cost of extension of utility lines or mains shall be assessed according to the City's policies for utility extension in effect at the time actual construction of utilities occurs.

3. Property Alterations and Improvements. Owner promises and agrees to make all alterations, public improvements, and private improvements on and to such property and the buildings, structures, and other improvements thereon as specified on the attachment hereto marked "EXHIBIT A" and by reference made a part hereof.

4. Annexation Covenant. For the purposes of this Agreement, the term "Owner" shall mean all persons who retain a property ownership right in the above described parcel that is subject to this agreement. The Owner has been informed and understands that the City intends to commence annexation proceedings to annex certain property to the City at such time in the future as it deems such advisable and possible, including but not limited to, the parcel legally described above. In consideration and as a condition of such furnishing of utility service, Owner, for himself/herself, and for his/her heirs, successors and assigns, agrees and covenants with the City, and to the present and future owners or any party affected by the furnishing of City utility service to which this covenant relates, that they shall, whenever so requested by the City, sign any letter, notice, petition, documents or other instruments, furthering or accomplishing the annexation of the above described property to the City of Ellensburg. Owner, for himself/herself and his/her heirs, successors and assigns understands and agrees to annexation of the above described parcel to the City of Ellensburg whether or not annexation involves the assumption by the area to be annexed of existing City indebtedness, and further the application to the area to be annexed the City's Comprehensive Land Use Plan. Such annexation proceedings shall be conducted under the rules and policies in place with both the State of Washington and the City of Ellensburg at the time of the annexation request.

The Owner hereby certifies that He/She has carefully read and considered those provisions contained in the above Section 4 Annexation Covenant. Furthermore, the Owner, by signing this particular section below, acknowledges that She/He fully understands the implications of Section 4 Annexation Covenant requirements and fully agrees to abide by those requirements for the provision of City utilities.

Owner: Richard H. Wade Date: 6-27-05  
Karen R. Wade Date: 6-27-05  
Richard H. Wade and Karen R. Wade

John L. Miller Date: 6/21/2005  
Darlene L. Miller  
John L. Miller and Darlene L. Miller

5. Development and Land Use Standards. Owner agrees to develop the above described parcel subject to this agreement as outlined in "Exhibit A", and in "Exhibit B" and in conformance with the zoning, subdivision and Comprehensive Plan of Kittitas County, and the utility standards of the City of Ellensburg.

*not*  
• development standards  
• never happened

7,000 sq ft



6. Fire Protection Flow Requirements. The City's approval of water service does not guarantee fire protection flow requirements.

7. Litigation; Governing Law. In the event any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney's fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kittitas County, Washington. This Agreement shall be governed by the laws of the State of Washington.

8. Enforcement. In the event that any material provision is found unenforceable by a court of competent jurisdiction or the Owner violates or otherwise fails to abide by one of the specific conditions of this Agreement, this Agreement shall be null and void and the City shall have the right to withdraw the utility service provided for under the conditions of this Agreement. Such withdrawal of utility service may be for the whole or a portion of the property covered and provided utility service under this agreement, as to be determined by the City, and the Owner shall make all payments as provided for under the Agreement for services rendered prior to termination of service pursuant to this Agreement.

9. Assignment. This Agreement shall be filed with the Kittitas County Auditor as a covenant running with the land and binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and fee simple owners.

DATED this 21 day of June, 2005.

OWNER

By: Richard H Wade  
Richard H. Wade and Karen R. Wade

CITY OF ELLENSBURG

By: Edward Barry  
Edward Barry, Mayor

By: John L Miller and Darlene L. Miller  
John L. Miller and Darlene L. Miller

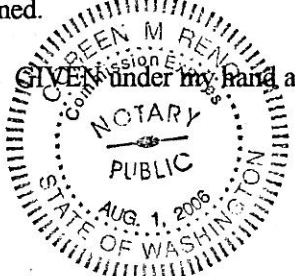


STATE OF WASHINGTON)

: ss.

County of Kittitas )

On this 8th day of July, 2005 before me personally appeared Edward J. Barry to me known to be the Mayor of the City of Ellensburg that executed the foregoing instrument, and acknowledges said instrument to be the free and voluntary act and deed of said City, for the use and purposes therein mentioned.



GIVEN under my hand and official seal the day and year last above written

*Green M. Reed*

NOTARY PUBLIC in and for the State of Washington,  
residing at Ellensburg  
Commission Expires:

STATE OF WASHINGTON)

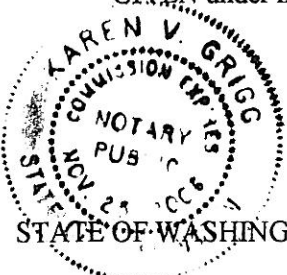
: ss.

County of Kittitas )

I certify that I know or have satisfactory evidence that John L. Miller and Darlene Miller is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, including Exhibits A and B, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 21st day of June 2005.

GIVEN under my hand and official seal the day and year last above written.



*Karen V. Grigg*

NOTARY PUBLIC in and for the State of Washington,  
residing at Ellensburg  
Commission Expires: 11-21-2006

STATE OF WASHINGTON)

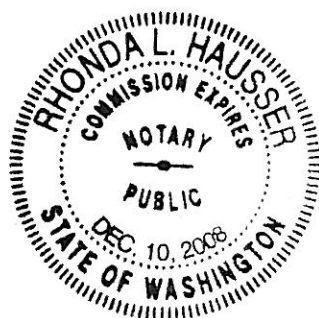
: ss.

County of Kittitas King )

I certify that I know or have satisfactory evidence that Darlene H Wade and Karen K Wade is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, including Exhibits A and B, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 21st day of June 2005.

GIVEN under my hand and official seal the day and year last above written.



*Rhonda L. Hauser*

NOTARY PUBLIC in and for the State of Washington,  
residing at Darlene Wade  
Commission Expires: 12/10/2008



**EXHIBIT "A"**

**IMPROVEMENTS, ALTERATIONS AND SITE DEVELOPMENT  
TO BE MADE BY OWNER**

Proposed Land Use Type Subject to this Agreement

**Single Family Residential**

Owner agrees that any change in proposed land use as shown in this Agreement will require the agreement of the City and execution of a new Agreement.

Richard H. Wood  
 Owner: Karen B. Wood Date: 6/27/05

Owner: Jill M. Smith, Darlene J. Miller Date: 4/21/2005



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Page: 7 of 7

07/26/2005 02:09P

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Kittitas Co Auditor CITY ELLENSBURG-MULTIING

**EXHIBIT "B"**

**CITY APPROVAL OF PUBLIC INFRASTRUCTURE REQUIREMENTS AND DESIGN**

The Owner hereby agrees that in the case of any future development of the property, to include re-zoning, re-subdivision, conditional use or other development approval in the unincorporated County portion of the Urban Growth Area, the installation of utility, street and other public improvements shall conform to the standards and specifications approved by the City of Ellensburg. Such development standards shall use the current City development design requirements as the standard for review of such development, subject to City approved modifications based upon the land use type and density of development proposed in the unincorporated portion of the Urban Growth Area.

Owner has read and agrees with the requirements as set forth in this Exhibit "B".

Owner: Richard H. Wald, Karen R. Wald

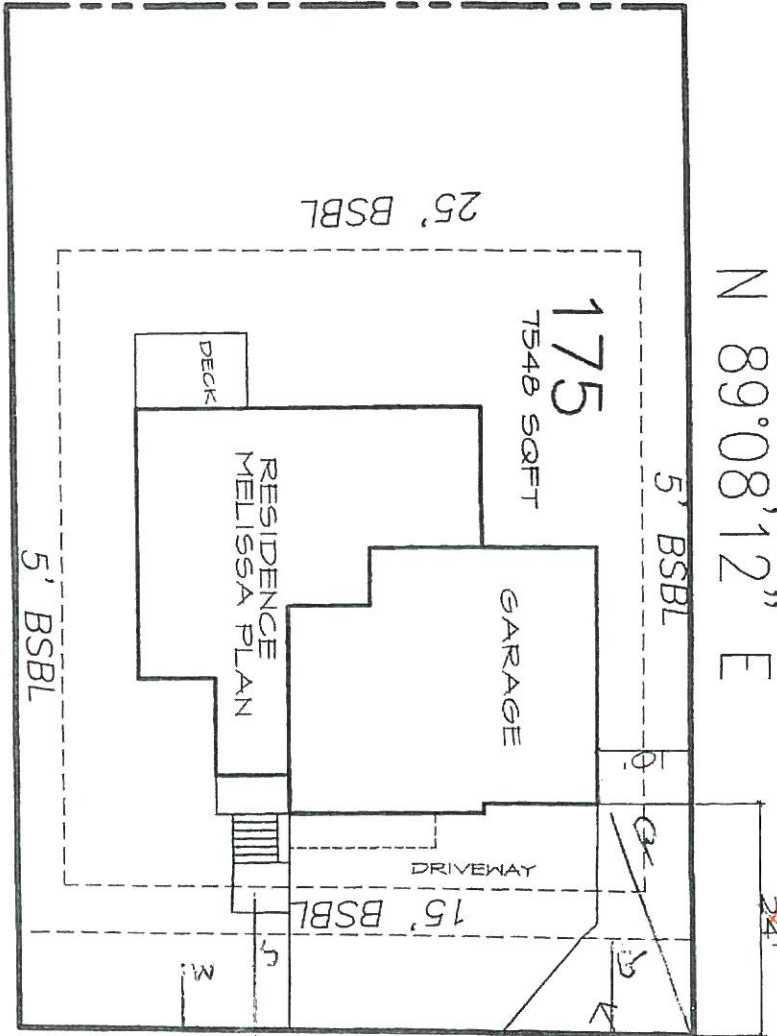
Date: 6/27/05

Owner: John Miller, Barbara L. Miller

Date: 6/21/2005

106.47'  
N 89°08'12" E

70.98'



106.21'

70.99'  
MAGNOLIA STREET

10' UTILITY EASEMENT

**PERMITS REQUIRED**

Water	X	No.	11-044
Septic	X	No.	11-050
Other		No.	

WATER/SEWER AVAILABLE

3/3/11 CS

IMPERVIOUS CALCULATIONS

STRUCTURE	1747 SQFT
DRIVEWAY	700 SQFT
WALKWAY	50 SQFT
<b>TOTAL</b>	<b>2497 SQFT</b>



LOT 175

SEE GENERAL NOTES

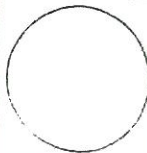
SCALE: 1"=20'

703 S. MAGNOLIA ST.



PROJECT:

**VISTA VIEW**  
CASCADE VIEW INC.



Hash Jones & Anderson  
11644 NE 60th St.  
Kirkland, WA  
(425) 825-0111  
(425) 825-0111

DATE: 07-21-09  
DRAWN BY: [Signature]

SHEET

**C1**

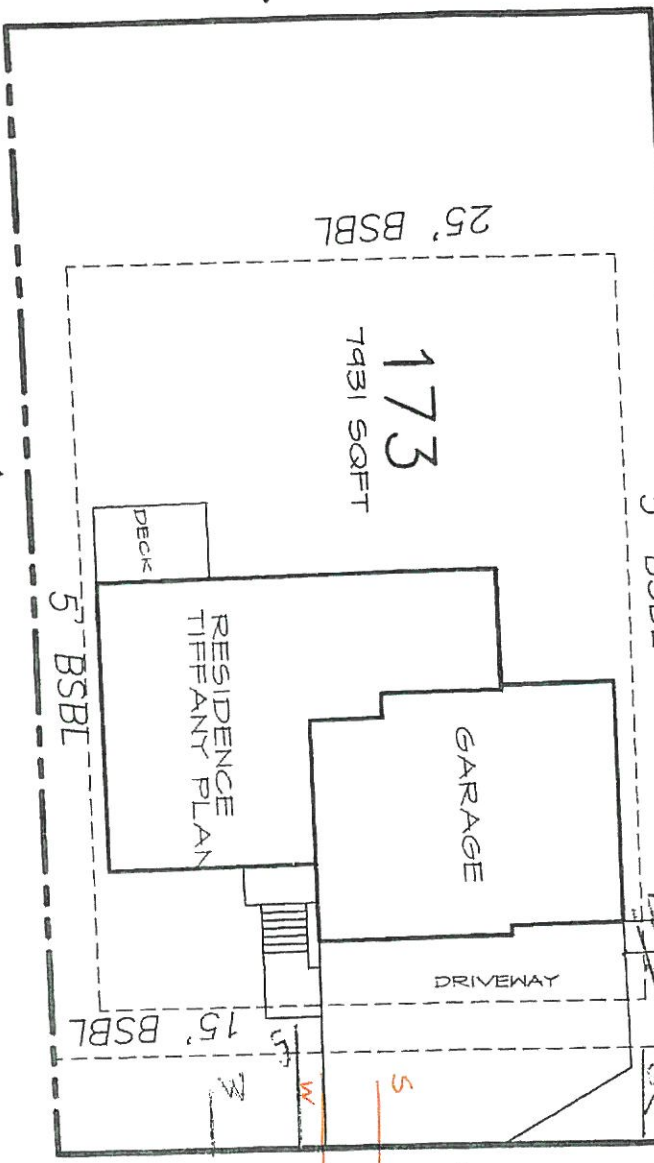
20CPRT0A



67.59' S 00°07'12" E

117.35' N 89°08'12" E

117.35' S 89°08'12" W



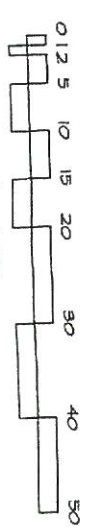
**PERMITS REQUIRED**

Water	X	No. 11-053
Sewer	X	No. 11-054
Grub		No. _____
Other		No. _____

WATER/SEWER AVAILABLE  
3/3/11 CS

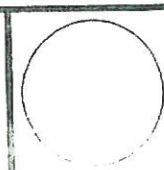
IMPERVIOUS CALCULATIONS

STRUCTURE	1774 SQFT
DRIVEWAY	700 SQFT
WALKWAY	50 SQFT
<b>TOTAL</b>	<b>2524 SQFT</b>



LOT 173

SEE GENERAL NOTES SCALE: 1"=20'  
707 S. MAGNOLIA ST.



**NASH, JONES & ANDERSON**

Nash, Jones & Anderson  
1104 N. 20th St.  
Spokane, WA 99205  
(509) 326-1117

PROJECT: **VISTA VIEW**  
CASCADE VIEW INC.

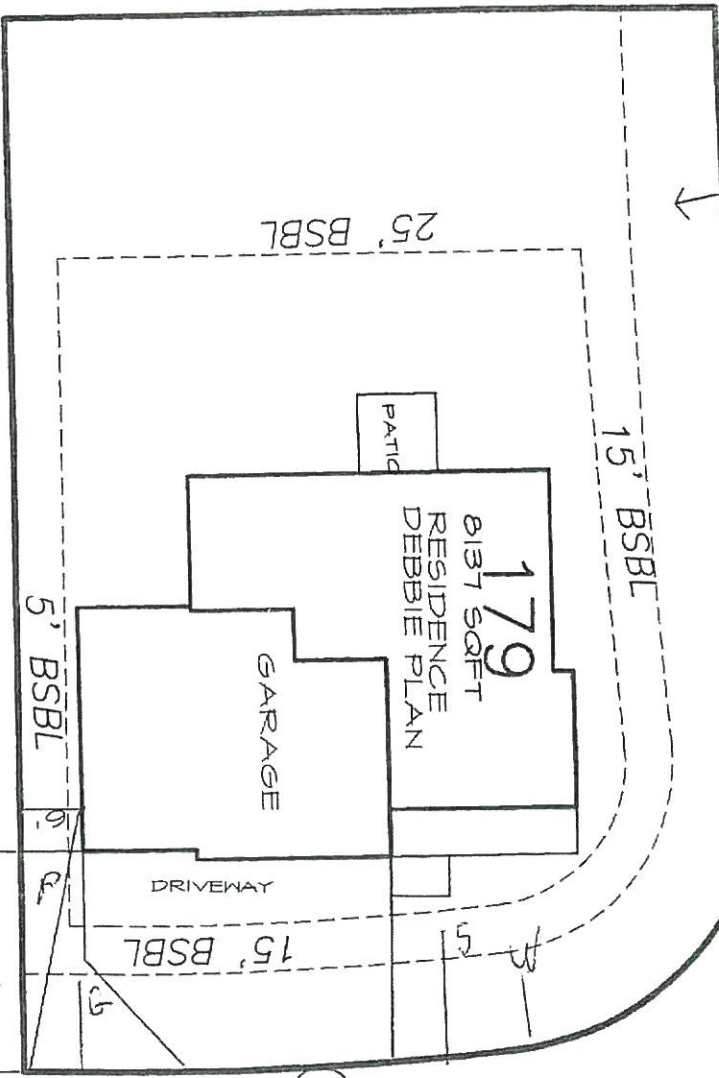
DATE: 07-21-09  
DRAWN BY: MKJ

SHEET **C1**  
20CPRT0A

C4

10' UTILITY EASEMENT  
C29 SEATTLE AVENUE  
C30

74.40'



109.33'  
N 89°08'12" E

25' MIN.  
IMPERVIOUS CALCULATIONS 3/3/11 CS  
WATER / SEWER AVAILABLE

STRUCTURE 1880 SQFT  
DRIVENWAY 670 SQFT  
WALKWAY 50 SQFT  
PATIO 120 SQFT  
TOTAL 2720 SQFT

MAGNOLIA STREET

C31

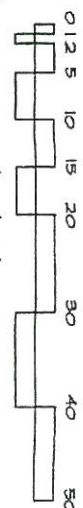
**PERMITS REQUIRED**

Water  No. 11-041

Sewer  No. 11-042

Curb  No. \_\_\_\_\_

Other  No. \_\_\_\_\_



LOT 179

SEE GENERAL NOTES SCALE: 1"=20'  
601 S. MAGNOLIA ST.

Nash, Jones & Anderson  
11644 NE 20th St.  
Bellevue, WA 98007  
(206) 835-4111  
(206) 835-4111

NASH, JONES & ANDERSON

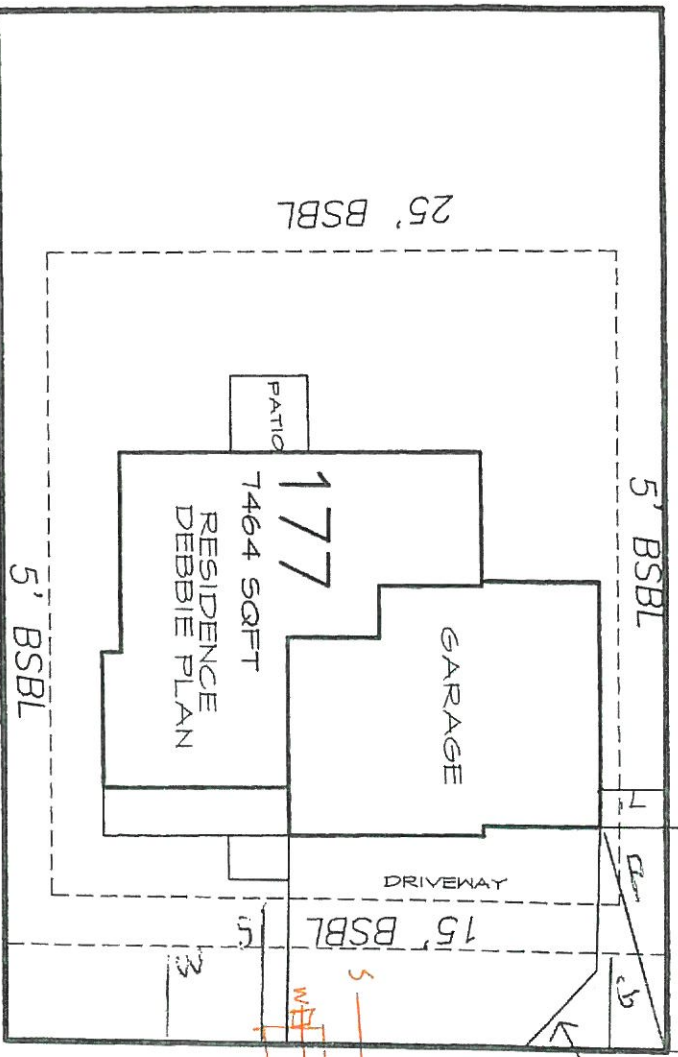
PROJECT: VISTA VIEW  
CASCADE VIEW INC.

DATE: 07-21-09

SHEET C1  
20CPRT0A

108.03'  
N 89°08'12" E

69.52'



106.72'  
N 89°08'12" E

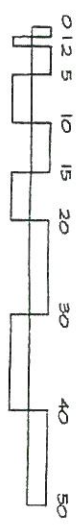
IMPERVIOUS CALCULATIONS

STRUCTURE	1880 SQFT
DRIVEWAY	650 SQFT
WALKWAY	50 SQFT
PATIO	120 SQFT
TOTAL	2700 SQFT

**PERMITS REQUIRED**

Water	X	No.	11-045
Sewer	X	No.	11-046
Curb		No.	
Other		No.	

WATER/SEWER AVAILABLE  
3/3/11 CS

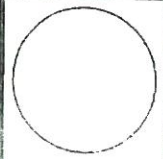


LOT 177

SEE GENERAL NOTES SCALE: 1"=20'  
605 S. MAGNOLIA ST.

DATE: 07-21-09  
DRAWN BY: MWJ

PROJECT:  
**VISTA VIEW**  
CASCADE VIEW INC.



**NASH, JONES & ANDERSON**  
ARCHITECTS  
11644 NE 80TH ST.  
REDMOND, WA 98053  
(425) 820-4117

Sheet  
**C1**  
200PRT04



## **SECTION SIX - PARKING STANDARDS**

## **CITY OF ELLENSBURG**

A. **INGRESS AND EGRESS.** The number, location, width and manner of approach of all points of ingress and egress to required off-street parking areas on to a public street or right-of-way shall be subject to the review and approval of the Public Works Director or designee. To further the goal of minimizing the number of approaches onto public streets, the owners of adjoining properties should provide combined driveways wherever practical and, in conjunction with approval of a development, the City may require a property owner to provide an access and circulation easement to an abutting property under common ownership where joint access is reasonable to serve future development. *SEE also section three (Street Standard), in the Driveways sub-section for additional information.*

B. **STACKED OR TANDEM PARKING.** All required off-street parking must have direct and unobstructed access to ingress and egress from a public street, and stacked or tandem parking shall not be counted toward meeting the required off-street parking requirements in any zoning district EXCEPT for single-family residential structures.

C. **BACKOUT PROHIBITED.** Parking areas shall be so arranged as to make it unnecessary for a vehicle to back out into any public arterial or collector street, or arterial or collector right-of-way. Backing out into local access streets and alleys will be allowed.

D. **MANEUVERING AND DIMENSION REQUIREMENTS.** Adequate provisions shall be made for individual ingress and egress by vehicles to all parking stalls at all times by means of unobstructed maneuvering aisles. The Public Works Director shall promulgate and enforce standards for maneuvering aisles, parking stall dimensions, and parking facility ingress and egress requirements, and to make such standards available to the public.

### **PARKING AREA DEVELOPMENT STANDARDS.**

A. **PURPOSE.** The size and placement of vehicle off-street parking areas are regulated in order to enhance the appearance of neighborhoods as well as nonresidential areas, provide a pedestrian access that is protected from auto traffic, create an environment that is inviting to pedestrians, reduce the visual impact of parking areas from sidewalks, streets, and especially from adjacent residential zones, direct traffic to and within parking areas, reduce the amount, rate and temperature and negative impacts of storm water runoff from vehicle parking areas; and decrease airborne and waterborne pollution.

B. **LANDMARKS AND DESIGN REVIEW.** In addition to the requirements set forth below, all required off-street parking facilities are subject to the requirements set forth in ECC 1.45 – Landmarks and Design Ordinance if applicable.

C. **SETBACK AREAS.**

1. Required off-street parking spaces are not allowed to extend within any required setback area or required open space area in the R-L R-M, R-O, and R-H zoning districts, or in the front setback area in the C-T zoning district. Single family residences located in any of the R-L, R-M, R-O and R-H zoning

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## **CITY STANDARDS**

districts are allowed to locate the minimum required two off-street parking spaces required by this code within the required setback area or required open space area as specified in this section. Any additional parking spaces must be located outside of the required open space and setback areas as specified in this section.

2. At locations where single family residential parking is permitted within the setback or required open space, provision shall be made to prevent this parking from encroaching upon adjacent sidewalks. For the purpose of this requirement there shall be a minimum of **25 feet between adjacent structures and sidewalks to allow for parking clearance when required parking for single family residential development is sited on the required building setback(s) or open space.**

D. GARAGES. Required off-street parking that is provided in garages or carports, shall be credited toward the required off-street parking spaces EXCEPT that no stacked or tandem parking that blocks off those garages or carport parking spaces from direct and unobstructed access to ingress and egress to a public street shall be credited toward the required parking spaces except for single family residential structures as set forth above.

E. PAVING. Subject to the exception below, all required off-street parking for all uses in all zoning districts, as well as all access, maneuvering, and loading areas adjacent to buildings shall be graded to a standard comparable to the street that serves the access, maneuvering or loading areas, and shall be paved. All other maneuvering and loading areas not adjacent to buildings shall be required, at the discretion of the Public Works Director, or his designee, to be paved if dust migration into the air, or mud or gravel migration on to a public street becomes a problem. In all instances, however, the lot entrance shall be paved with Asphalt Concrete Pavement or Portland Cement Concrete from back of sidewalk to the edge of the right-of-way, or to a point five (5) feet behind the back of sidewalk, whichever distance is greater.

1. EXCEPT that required off-street parking for single-family residences with street approaches may be constructed with 5/8" minus gravel, 3" deep, watered and compacted (after asphalt/concrete street approach).

F. TRAFFIC CONTROL DEVICES. All off-street parking traffic control devices such as, but not limited to, parking stripes, pedestrian walkways, directional arrows or signs, bull rails and curbs, etc. shall be installed and completed as shown on the approved parking plan. Hard-surfaced parking areas shall use paint or similar devices to delineate parking spaces, pedestrian walkways, and directional arrows.

G. LANDSCAPING. Landscaping for all required off-street parking areas shall comply with the requirements set forth in Chapter 4.38 of the Ellensburg City Code.

H. LIGHTING. Adequate lighting shall be provided for all required off-street parking areas associated with major design review projects in accordance with the requirements of ECC Chapter 1.45 - Landmarks and Design if applicable. All off-street parking