

The Lund Family
210 Lund Lane
Cle Elum, WA 98922

July 11, 2016

Kittitas County Board of Commissioners
205 W 5th Ave Ste 108
Ellensburg, WA 98926

RE: Objections to Big Creek Trails PUD Rezone

TO: Kittitas County Board of Commissioners

We are the Lund Family. We have lived on the Lund property all of our lives. In 1916 (100 years ago) Kernel Lund purchased the land we all live on today. David Lund is also the current owner of the property that includes Lund Lane. We are all aware of the request of a rezone to a PUD put forth by DK Professional Consultants, Inc. and Big Creek Trails'. The following are our objections to this rezone.

1. We object to the Big Creek Trails Rezone to a PUD because a PUD does not belong in a rural area. PUD's should be next to an existing town or community of concentrated development. This rezone is not required to service any existing homes or communities but only serves to create a new community in a rural area where it does not belong.
2. Big Creek Trails Rezone refers to property between Big Creek and Little Creek. However, the property that does have an easement on Lund Lane is not even close to Little Creek. What are these other properties? The easements that have been granted on Lund Lane are very specific and have been granted by the authority of the owners of Lund Lane. The owners of Lund Lane are not willing to grant easements to include any additional properties.
3. When the easement to the subject property was granted by Lee Lund, he was aware that there could be development in the parcel to which the easement was

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granted. However, he knew that much of the property was not buildable. The majority of the property he sold is under power lines, on a hillside, includes wet lands, areas prone to flooding and is located next to Big Creek where an irrigation water diversion exists. Though Mr. Lund knew a future owner may build a home on the property, the easement was never intended to service a development of this size.

4. If the county allows a PUD, there would be substantial traffic impacting Lund Lane. The impact will only happen if you allow the PUD. There are numerous properties owned by LLC's adjacent to the subject property. Lee Lund never granted the original easement to extend to any other properties. These properties extend all the way to Fowler Creek, they do not have easements, and are waiting for someone to open the door and create the opportunity for development. With the development of this project, it will open the door for a transportation corridor linking properties with no easement to Lund Lane. Lee Lund did not grant the easement with intention of a corridor from Fowler Creek to Lund Lane.

5. Lee Lund and Ranch Properties granted the easement with a written condition (see attached copy) documenting the easement to the property in question. It states that Lee Lund and Ranch Properties (grantors) reserve the right to control traffic by any appropriate means to protect children playing in the area. If a PUD is granted, our right to control the traffic as stated by this easement will be violated. There will be no way to stop the traffic of property owners that do not have legal access to Lund Lane or control and enforce speed limits on the road. This clearly violates the legal terms of the easement.

Throughout our life we have farmed, raised our families, enjoyed the company of neighbors, and appreciated all that comes with a rural lifestyle. Though there have been changes over the years, it has been gradual, well planned, and fair. The proposed PUD far oversteps the boundaries of respectful and legal development. We hope you will listen to all comments and concerns regarding this project and respect the legal terms and intention of what was set forth by the grantors of the easement. In addition, we hope you will consider the impact upon the current long term residents of Lund Lane and the community at large.

Respectfully,

Dave and Marilyn Lund

Dave and Marilyn Lund

Marilyn Lund
210 Lund Lane
Cle Elum, WA 98922

Bryan and Debi Ritter

Bryan Ritter
Debi Ritter
24 Lund Lane
Cle Elum WA 98922

Linnea and Albert Montgomery
4281 Nelson Siding Rd
Cle Elum WA 98922

Kathy and Stu Juris

Kathy Juris
Stu Juris

4300 Nelson Siding Rd
Cle Elum, WA 98922

Tammy and Jarrod Zabik

Tammy Zabik
321 Lund Lane
Cle Elum, WA 98922

Jarrod Zabik
321 Lund Lane
Cle Elum, WA 98922

Please see the attached real estate contract that has the legal description of the easement tied to Lund Lane.

THIS CONTRACT, made and entered into this 6th day of December 1971

between LEE L. LUND and JANE E. LUND, husband and wife

hereinafter called the "seller," and THE TRANS-WEST COMPANY, a Washington corporation

hereinafter called the "purchaser,"

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

All parcels of real property and easements legally described on the attached Schedule "A" herein incorporated by this reference and made a part of this agreement.

The terms and conditions of this contract are as follows: The purchase price is One Hundred Five Thousand and No/100 (\$105,000.00) Dollars, of which Fifteen Thousand and No/100 (\$15,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Nine Hundred and No/100 (\$900.00) Dollars, or more at purchaser's option, on or before the 29th day of January, 1972 and Nine Hundred and No/100 (\$900.00) Dollars or more at purchaser's option on or before the 29th day of each succeeding calendar month for 35 months thereafter, (so that the first 36 payments shall be at the rate of \$900.00 per month, or more at purchaser's option). Thereafter, the sum of Seven Hundred Fifty and No/100 (\$750.00) Dollars or more at purchaser's option shall be paid on the same day of each succeeding calendar month until the balance of said purchase price shall have been paid in full. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 per cent per annum from the 29th day of December, 1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Subject also to further terms agreed upon and set forth in separate instrument executed contemporaneously with this real estate contract.

In the event purchaser, its successors or assigns, shall desire to plat or otherwise divide these premises into parcels, seller, his heirs, successors or assigns, agree to join in the execution of each such plat, to join in the execution and submission of any appropriate zoning applications, to execute all other necessary documents and to join in all dedications for roads or other purposes, necessary or appropriate to the accomplishment and filing of each such plat or division, any expense thereof to be borne by the purchaser.

Upon request of purchaser, its successors or assigns, seller, his heirs, successors or assigns, agree to execute and deliver warranty deeds in partial fulfillment of this contract for any portion or portions of the premises, upon payment to seller of the sum of \$500.00 per acre for each acre released lying North of the B. P. A. Line Northerly boundary and \$250.00 per acre for each

acre released lying South of the Northerly boundary of the B. P. A. Line, plus insurable value of buildings thereon, if any. Such sums shall be in cash and in addition to the monthly payments called for herein, and shall apply to the reduction of the outstanding principal balance. Provided, however, that such interim deeds shall not be conveyed so as to deny access to the remaining land and shall be for not less than five acres. No deed releases shall be granted until seller has received the first twelve monthly payments provided for herein.

SCHEDULE "A"

PROPERTY DESCRIPTION

The South half of the Southeast quarter, the Northwest quarter of the Southeast quarter, and the West half of the Northeast quarter of the Southeast quarter of Section 29; and the North half of the Northeast quarter, and the Southeast quarter of the Northeast quarter of Section 32;

ALL in Township 20 North, Range 14 East, W.M., in the County of Kittitas, State of Washington.

TOGETHER WITH a 60 foot wide easement, for ingress and egress, over and across the South half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 28, and the East half of the Northeast quarter of the Southeast quarter of Section 29, all in Township 20 North, Range 14 East, W.M., Kittitas County, Washington. The centerline of said easement to follow the centerline of the existing road from the County road, Southwesterly to the point of intersection of the centerlines of the road and the Kittitas County Reclamation District main canal; thence continuing Southwesterly along the centerline of the existing road to a point approximately 300 feet; thence Northwesterly to a point which is 330 feet South and 300 feet East of the West quarter corner of said Section 28; thence West parallel to the North line of the Southwest quarter of said Section 28 to a point on the West line of said Section 28 which is 330 feet South of the West quarter corner of said Section 28; thence continuing West parallel to the North line of the Southeast quarter of said Section 29 to a point on the West line of the East half of the Northeast quarter of the Southeast quarter of said Section 29 which is 330 feet South of the Northwest corner of said parcel. Said easement to be divisible, perpetual, assignable and appurtenant to the real property being conveyed by this contract.

SUBJECT TO reservation of an easement by the seller for the use of an existing spring located in the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter of said Section 32 and further subject to a 20 foot easement 10 feet on either side of an existing water pipeline extending from said spring Northeasterly to a point on the North line of the Southeast quarter of the Southeast quarter of said Section 29, said point being not more than 300 feet West of the Northeast corner of said Southeast quarter. Reservation includes the right to construct a 5,000 gallon reservoir at the spring and to make such repairs and improvements as may be necessary from time to time to maintain the spring and pipeline in good order. The rights reserved by this easement are limited to domestic use only, and further extension of water system will be subject to prior written consent of The Trans-West Company, its successors or assigns.

FURTHER SUBJECT TO perpetual easement and right-of-way, including terms and conditions thereof, over and across the Northwest quarter of the Southeast quarter and the South half of the Southeast quarter of said Section 29 and the Northwest quarter of the Northeast quarter and the East half of the Northeast quarter of said Section 32, granted to the United States of America in documents as follows:

- a. Easement dated 30 June 1941 as recorded 1 July 1941 in Volume 63 of Deeds at page 591.
- b. Easement dated 28 July 1941 as recorded 26 September 1941 in Volume 64 of Deeds at page 178.
- c. Easement dated 24 August 1942 as recorded 27 August 1942 in Volume 65 of Deeds at page 311.
- d. Easement dated 23 September 1942 as recorded 17 October 1942 in Volume 65 of Deeds at page 408.
- e. Easement dated 1 May 1952 as recorded 10 July 1952 in Volume 89 of Deeds at page 585.
- f. Easement dated 21 May 1965 as recorded 2 June 1965 in Volume 118 of Deeds at page 735.

FURTHER SUBJECT TO easements for right to divert water from Big Creek in the South half of the Southeast quarter, and the Northwest of the Southeast quarter, and the West half of the Northeast quarter of the Southeast quarter of said Section 29 as listed in the following documents:

- a. Certificate of Change in Point of Diversion of Water dated 27 October 1926 as recorded in Volume 45 of Deeds at page 20.
- b. Certificate of Change in Point of Diversion of Water dated 5 June 1925 as recorded in Volume 4, Book of Water Rights, at page 226.
- c. Certificate of Change of Point of Diversion of Water dated 10 October 1934 as recorded in Volume 4, Book of Water Rights, at page 393.
- d. Certificate of Water Right dated 15 July 1925 as recorded in Volume 4, Book of Water Rights, at page 515.
- e. Certificate of Change of Point of Diversion of Water dated 17 May 1965 as recorded in Volume 5, Book of Water Rights, at page 30.
- f. Certificate of Change of Point of Diversion of Water dated 17 May 1965 as recorded in Volume 5, Book of Water Rights, at page 31.

FURTHER SUBJECT TO IRRIGATION EASEMENTS OVER and across the South half of the Southeast quarter and the Northwest of the Southeast quarter and the West half of the Northeast quarter of the Southeast quarter of said Section 29 as listed in the following documents:

- a. Easement dated 16 March 1888 as recorded in Book "A" of Water Rights at page 161.
- b. Easement decreed in Court Judgment entered 10 November 1914 in Civil Cause No. 5050.
- c. Easement decreed in Court Judgment entered 25 May 1921 in Civil Cause No. 6160.
- d. Easement dated 20 August 1926 as recorded in Volume 52 of Deeds at page 185.
- e. Easement dated 7 January 1936 as recorded in Volume 56 of Deeds at page 503.

All payments to be made hereunder shall be made at
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be Dec 29 1971

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

THE GRANTORS, LEE A. LUND AND JANE E. LUND, husband and wife; as owners in fee simple and RANCH PROPERTIES, INC. a Washington corporation, as contract purchasers, for and in consideration of ONE DOLLAR AND MUTUAL BENEFITS in hand paid, conveys and warrants to THE TRANS WEST COMPANY, a Washington corporation, its successors and assigns, as Grantee, a non-exclusive easement over the following described real estate, situated in the County of Kittitas, State of Washington;

A 60 foot wide easement, for ingress, egress and utilities, over and across the Northwest quarter of the Southwest quarter of Section 28, and the East half of the Northeast quarter of the Southeast quarter of Section 29, all in the Township 20 North, Range 14 East, W. M., Kittitas County, Washington. The centerline of said easement to begin at the point of intersection of the centerlines of the existing Farm Road and the Kittitas County Reclamation District main canal; thence continuing Southwesterly along the centerline of the existing road to a point approximately 300 feet; thence Northwesterly to a point which is 330 feet South and 300 feet East of the West quarter corner of said Section 28; thence West parallel to the North line of the Southwest quarter of said Section 28 to a point on the West line of said Section 28 which is 330 feet South of the West quarter corner of said Section 28; thence continuing West parallel to the North line of the Southeast quarter of said Section 29 to a point on the West line of the East half of the Northeast quarter of the Southeast quarter of said Section 29 which is 330 feet South of the Northwest corner of said parcel. Said easement to be divisible, perpetual, assignable and appurtenant to the real property being conveyed by this contract; together with the right of construction, reconstruction, use and maintenance and reserving unto the Grantors, successors, and assigns, the right to go upon, cross and recross at any place on the grade on lands owned by the Grantor and to use the road in a manner not to damage the road. Grantor reserves the right to control traffic by any appropriate means to protect children playing in area. This constitutes the only easement to be granted.

Dated this 24 day of Oct, 1971

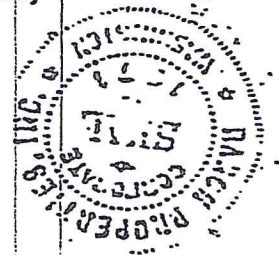
Lee L. Lund
Lee L. Lund
Jane E. Lund
Jane E. Lund

RANCH PROPERTIES, INC.

by Walter F. Hart
President

by Meriel C. Fancher
Secretary

REAL ESTATE EXCISE TAX
2161 OCT 29 1971
MOTION PICTURE THEATRE
W. D. Doring



Filed for Record A.M.
Date OCL 28 1971 4:28 P.M.
By ABC
Morton Darter, Kittitas County Auditor

OFFICIAL RECORDS

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