

RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLensburg, WASHINGTON, authorizing the Mayor and/or City Manager to execute the Agreement for the Purchase and Sale of Real Estate and other related documents for the sale of surplus property owned by the City of Ellensburg ("City") to KGI Northwest, Inc. ("KGI").

WHEREAS, the City Council of Ellensburg ("City Council") approved Resolution No. 2017-14 on June 5, 2017, which declared three parcels owned by the City on Dolarway Road known as Dolarway Parcels 1, 2 and 3 as surplus to the City's needs, and authorized parcels to be disposed of by any means authorized in the Ellensburg City Code and state law; and

WHEREAS, a boundary line adjustment of Parcel 1 resulted in the creation of Parcel A, which is approximately 8.62 acres in size; and

WHEREAS, the City commissioned an appraisal of the subject parcel, and the proposed purchase price for Lot A, as reconfigured from original Parcel 1, offered by KGI is for an amount equal to the fair market value of the lot based on the appraised value; and

WHEREAS, the Ellensburg City Council held a duly noticed hearing on July 19, 2021 to review the proposed sale of the subject property to KGI;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELLensburg, WASHINGTON, AS FOLLOWS:

Section 1. The "Whereas" provisions set forth above are hereby incorporated in this Resolution as findings in support of the actions authorized in this Resolution.

Section 2. The disposition of the City's property as authorized herein shall be by negotiated with KGI pursuant to Chapter 2.06 ECC.

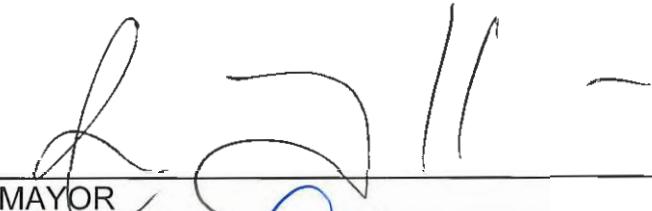
Section 3. The Mayor and/or City Manager are hereby authorized to execute an agreement for the purchase and sale of the surplus property identified as Parcel A to KGI, attached hereto as Exhibit 1 and incorporated by reference herein. The Mayor and/or City Manager are also authorized to execute all other documents necessary to complete the sale of the property as set forth herein.

Section 4. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

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ADOPTED by the City Council of the City of Ellensburg this 19th day of July,
2020.


MAYOR

ATTEST: 
CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this 19th day of July, 2021, between the City of Ellensburg, a Washington municipal corporation ("Seller"), and KGI Northwest, Inc., a Washington Corporation ("Buyer").

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to buy approximately 8.62 acres of property on Dolarway Road identified as Kittitas County Tax Parcel No. 961394 ("existing parcel").

1.1. The Property. The land involved in this transaction is situated on Dolarway Road in the City of Ellensburg, Kittitas County, Washington, is Parcel A as shown on the attached Exhibit A. The existing parcel is subject to an easement to preserve access to existing levee traversing the parcel, as depicted in Exhibit A.

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations.

1.4. Conveyance; Deed Restriction. The real property described in Section 1.1 shall be conveyed to Buyer by Warranty Deed subject only to the permitted exceptions and free and clear of all encumbrances and defects that interfere with Buyer's intended use of the Property, in Buyer's sole absolute discretion provided, however, that the City's warranty deed shall convey its property to Buyer subject to and including the following restriction on its use:

Provided, that the Grantee herein, together with its heirs, successors and assigns, shall not use the said real property to construct, operate, lease, license or otherwise permit any direct or indirect use of the Property identified as Parcel A, Kittitas County Tax Parcel No. 961394, approximately 8.62 acres in size, for storage units, ministorage or any similar storage facility. This covenant is intended to run with the land.

1.5. City Property Declared to be Surplus to the City's Needs. The City warrants that its City Council declared in Resolution 2017-14 as surplus to the City's needs the property identified in 1.1 above, and that in declaring the property surplus it has followed the required legal procedures for so doing.

2. Purchase Price. Buyer shall pay to Seller as the Purchase Price for the Property the sum of Eight Hundred and Forty-four Thousand, Eight Hundred and Forty-six Dollars and 20/100ths (\$844,846.20). The earnest money under this Agreement will

be in the sum of Forty-two Thousand, Two Hundred and Forty-two Dollars and 31/100ths (\$42,242.31), which will be held by the closing agent and applied to the Purchase Price paid at closing. Buyer will deposit the Earnest Money with the closing agent within ten (10) days of mutual acceptance of this Agreement by Buyer and Seller.

If this Agreement is properly terminated, any costs authorized under this Agreement to be advanced from the earnest money deposit will be deducted before the remaining earnest money is refunded to Buyer or forfeited to Seller if and as permitted under this Agreement. If a dispute arises regarding the disbursement of the earnest money, the closing agent may interplead the earnest money and interest earned thereon into the registry of the superior court of the county in which the real property subject to this Agreement is situated and the closing agent will recover all reasonable costs and attorney fees associated with the interpleader action incurred by the closing agent from the earnest money before any other disbursements from the earnest money are made.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent.

3.1. Executed Contract. The "Executed Contract Date" is the date that both parties have signed this Agreement. If the Agreement is signed on different days, the Executed Contract Date is the date of the last signing party. Both Buyer and Seller must sign this Agreement within fifteen (15) days of approval from the Ellensburg City Council. If signatures are not received by both parties within fifteen (15) days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Title Review. Prior to or within ten (10) days after the Executed Contract Date, Seller shall order from AmeriTitle title company, Ellensburg, WA, (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein.

3.4. Due Diligence. Upon execution of this Agreement by both parties, Buyer is granted a due diligence period until and including thirty (30) days after the Executed Contract Date. Said due diligence period may be extended an additional thirty (30) days upon written notice delivered to Seller. Buyer may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues regarding the Property. If the results of said review are unsatisfactory in Buyer's sole absolute discretion, Buyer may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Buyer under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other; provided that in such event, Buyer shall be entitled to a refund of the earnest money.

4. Escrow; Closing. Upon execution of this Agreement, or as soon thereafter as is convenient, the parties shall open an escrow with AmeriTitle, 101 West Fifth Street, Ellensburg, Washington, 98926, attention Schiree Minor, telephone number (509) 925-1477 (the "Escrow Holder") for the purpose of closing the purchase and sale of the Subject Property. Escrow shall close no later than the Closing Date specified in Section 4.2, below, provided that closing will be subject to Seller being in a position to convey title to the Subject Property and subject to the satisfaction of the conditions precedent set forth in Paragraph 3 above. On or before the date of closing, Buyer shall deliver to the Title Company the Purchase Price for the Property, whereupon the Title Company shall issue a standard owner's policy of title insurance in the full amount of the Purchase Price, Title Company shall record and deliver to Buyer the standard owner's policy of title insurance.

4.1. Closing Costs. Seller and Buyer shall each pay one-half (1/2) of the costs of a standard form title policy. Buyer shall pay any excess premium attributable to any extended coverage title policy. This sale of the Seller's property to Buyer is not subject to the state Real Estate Excise Tax pursuant to RCW 82.45.010(3)(n).

4.2. Closing Date. The closing of the transaction, payment to Seller, and delivery of all items shall occur at AmeriTitle, Ellensburg, WA, and shall occur on a date specified by Buyer and occurring within 45 days of Buyer's notice to Seller that all conditions precedent to closing have been deemed satisfied or waived by Buyer in Buyer's sole absolute discretion. In the event closing shall not have occurred within 180 days after the Execution Date, this agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

5. Covenants, Representations and Warranties.

5.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

5.1.1. From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Buyer's prior written consent.

5.1.2. During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Buyer's prior written consent.

5.1.3. Seller shall remove all disapproved exceptions including all monetary liens affecting the property prior to closing.

5.1.4. During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.1. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Buyer with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Buyer may elect to terminate this Agreement. Upon Buyer's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other; provided that in such event, Buyer shall be entitled to a refund of the earnest money.

6.1.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken, inclusive of obtaining the consent and approval to this Agreement and to any conveyance instrument required herein by any person or persons holding a monetary lien interest in the Property. Consummation of this transaction will not breach any agreement to which Seller is a party. Buyer shall have no obligation to pay any funds prior to, at, or following closing to any third party, including any person or persons holding a monetary lien interest in the Property.

6.1.2. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.1.3. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a governmental body or regulatory agency which would materially and adversely affect the Property.

6.1.4. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.1.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

6.1.6. Seller is a municipal corporation organized under the laws of the State of Washington and owns the Property, which is otherwise subject to no unrecorded leases, easements, encumbrances or other agreements affecting the property except as shown on the Preliminary Title Report.

6.1.7. To the knowledge of Seller: (a) no hazardous substances are, will be, or have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations; (b) the Property is in material compliance with all applicable environmental, health and safety requirements;

and (c) any business heretofore operated on the Property has disposed of its waste in accordance with all applicable statutes, ordinances and regulations. Seller has no actual notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

6.2. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, each of which shall be true on the date hereof and on the date of closing:

6.2.1. Buyer has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Buyer necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken.

6.2.2. Buyer represents that it has sufficient funds to close this transaction.

6.3. Survival of Covenants. The covenants, representations, and warranties contained in Sections 5 & 6 of this Agreement shall survive the delivery and recording of the Warranty Deed from the Seller to the Buyer.

7. Casualty and Condemnation. If, prior to closing, any of the Property is destroyed or materially damaged by fire or other casualty, Buyer may (a) elect to terminate this Agreement and have all of the earnest money returned to Buyer or (b) continue to closing and have all rights to any property insurance claims and/or proceeds that result from said destruction or damage assigned to Buyer at the time of closing.

8. Default Remedies. If Seller, without legal right, refuses or otherwise fails to complete the transaction contemplated in this Agreement, Buyer may seek specific performance, damages, or any other remedy available at law or equity. If Buyer, without legal right, refuses or otherwise fails to complete the transaction contemplated in this Agreement, Seller's remedy will be limited as follows: the earnest money deposit will be forfeited to Seller as Seller's sole and exclusive remedy for such refusal or failure.

9. Miscellaneous.

9.1. Finder's Fee. Buyer and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

9.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

9.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO BUYER:

KGI Northwest, Inc.
Frank Kirkbride, President
4405 7th Avenue SE. Suite 301
Lacey, WA 98503

TO SELLER:

Heidi Behrends Cerniwey, City Manager
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of actual delivery thereof or three (3) days after having been mailed as provided above, as the case may be.

9.4. Amendment. This Agreement may be amended only by the written agreement of each of the parties to this Agreement.

9.5. Assignment. Except as otherwise expressly provided in this Agreement, Buyer may not assign this Agreement or Buyer's rights hereunder without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.

9.6. Attorneys' Fees and Costs. If any party to this Agreement brings a legal action to interpret or enforce this Agreement, the substantially prevailing party in the action will be entitled to an award of the reasonable attorneys' fees and costs it incurs in the action, whether in arbitration, at trial, on appeal, or in a bankruptcy proceeding.

9.7. Governing Law and Venue. This Agreement will be interpreted, construed, and governed by the laws of the State of Washington. The exclusive venue for any legal action to interpret or enforce this Agreement shall be in Kittitas County Superior Court.

9.8. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

9.9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable

of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning that renders the provision valid.

9.10. Exhibits. All exhibits attached hereto shall be incorporated by reference as if set out in full herein.

9.11. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Buyer and Seller only upon its execution by an authorized representative of each such party.

9.12. Construction; Role of Legal Counsel. The parties acknowledge that each party has reviewed this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto. If Buyer has any questions regarding this Agreement and any addenda, attachments, or other related documents, Buyer should consult an attorney or tax advisor of Buyer's own choice. Buyer, by the signature appearing below, agrees and affirms that it has had an adequate opportunity to secure independent legal counsel of its own choosing to review this Agreement and the documents attached hereto.

9.13. Counterparts. This Purchase and Sale Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.14. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

9.15. Merger. The delivery of the Warranty Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Buyer shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the closing.

9.16. Complete Agreement. This Agreement represents and contains the entire understanding between the parties related to the acquisition of the Property. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

9.17. Scrivener. The party drafting this Agreement is the Seller. The Seller makes no representations regarding the rights or responsibilities of Buyer under this Agreement. Buyer is encouraged to review the completed contract with legal counsel before signing this Agreement.

9.18 Waiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

BUYER:

KGI NORTHWEST, INC.

By: Frank Kirkbride
Its: President

Date: July 13, 2021

SELLER:

**CITY OF ELLENSBURG, WASHINGTON, a
Washington municipal corporation -
SELLER**

By: Heidi Benrends Cerniwey
Its: City Manager

Date: 7-20-2021

Approved by Legal Counsel for the
City of Ellensburg:

By: Terry Weiner
Its: City Attorney

EXHIBIT A

4325

PART OF SECTIONS 2 & 3, T. 17 N., R. 18 E., W.M. AND
PART OF SECTION 34, T. 18 N., R. 18 E., W.M.

L E G E N D

SET 6/8th REBAR W/ SIR

FOUND PIN & CAP LS 36815
UNLESS NOTED OTHERWISE

FOUND ENCASED MONUMENT

FOUND NAIL

FENCE

GRAPHIC SCALE

<img alt="A detailed survey map of a property boundary, specifically Lot 5, showing various survey points, boundary markers, and adjacent streets. The map includes labels for 'ADJUSTED BOUNDARY', 'PREVIOUS BOUNDARY', 'CORNERS FALLS IN WATER', and 'I-90'. It also shows 'DETAIL NOT TO SCALE' callouts for specific areas. Survey points are marked with letters A, B, C, and numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 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SHEET 1 OF 2

AUDITOR'S CERTIFICATE 202106300065

Filed for record this 30th day of JUNE,
2021, at 1:49 P.M., in Book 43 of Surveys at
page 235 at the request of Cruise & Associates.

JERALD V. PETTIT BY:

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF ELLensburg in MAY of 2021.

Chris Cus
CHRISTOPHER C. CRUSE
P. Attorney at Law, S.C.

6/28/2021
DATE: 6/28/2021



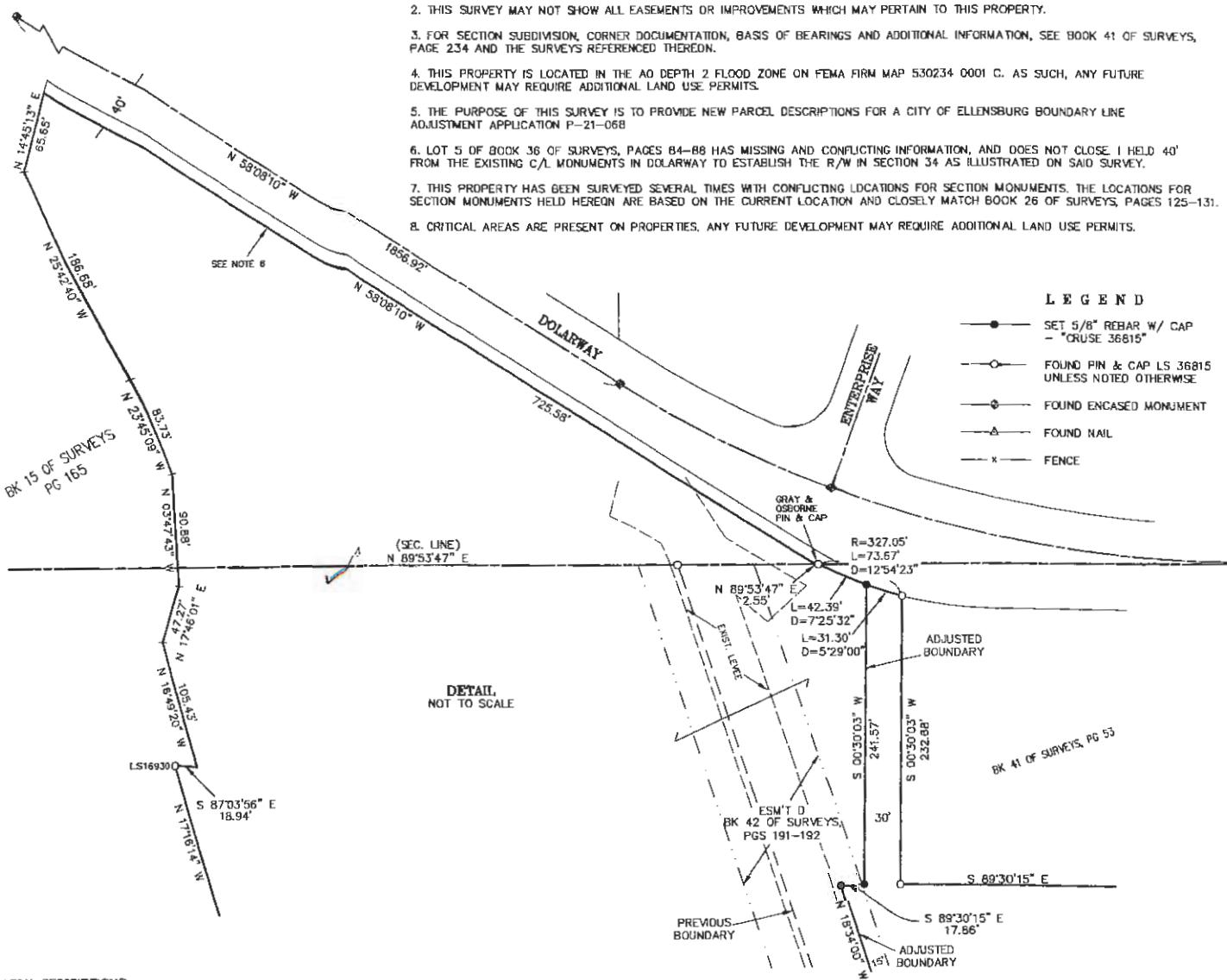
CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242

PART OF SECTIONS 2 & 3, T. 17 N., R. 18 E., W.M. AND
PART OF SECTION 34, T. 18 N., R. 18 E., W.M.



NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND/OR SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION, BASIS OF BEARINGS AND ADDITIONAL INFORMATION, SEE BOOK 41 OF SURVEYS, PAGE 234 AND THE SURVEYS REFERENCED THEREON.
4. THIS PROPERTY IS LOCATED IN THE AO DEPTH 2 FLOOD ZONE ON FEMA FIRM MAP 530234 0001 C. AS SUCH, ANY FUTURE DEVELOPMENT MAY REQUIRE ADDITIONAL LAND USE PERMITS.
5. THE PURPOSE OF THIS SURVEY IS TO PROVIDE NEW PARCEL DESCRIPTIONS FOR A CITY OF ELLENSBURG BOUNDARY LINE ADJUSTMENT APPLICATION P-21-068.
6. LOT 5 OF BOOK 36 OF SURVEYS, PAGES 84-88 HAS MISSING AND CONFLICTING INFORMATION, AND DOES NOT CLOSE. I HELD 40' FROM THE EXISTING C/L MONUMENTS IN DOLARWAY TO ESTABLISH THE R/W IN SECTION 34 AS ILLUSTRATED ON SAID SURVEY.
7. THIS PROPERTY HAS BEEN SURVEYED SEVERAL TIMES WITH CONFLICTING LOCATIONS FOR SECTION MONUMENTS. THE LOCATIONS FOR SECTION MONUMENTS HELD HEREON ARE BASED ON THE CURRENT LOCATION AND CLOSELY MATCH BOOK 26 OF SURVEYS, PAGES 125-131.
8. CRITICAL AREAS ARE PRESENT ON PROPERTIES. ANY FUTURE DEVELOPMENT MAY REQUIRE ADDITIONAL LAND USE PERMITS.



LEGAL DESCRIPTIONS

ORIGINAL PARCEL DESCRIPTIONS

LOT 1, OF COE DOLARWAY SHORT PLAT, CITY OF ELLENSBURG SHORT PLAT NO. P-19-134, AS RECORDED MARCH 6, 2020, IN BOOK L OF SHORT PLATS, PAGES 194 AND 195, UNDER AUDITOR'S FILE NO. 202003060026, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND

PARCEL 5 OF THAT CERTAIN SURVEY AS RECORDED APRIL 14, 2009, IN BOOK 36 OF SURVEYS, PAGES 84 THROUGH 88, UNDER AUDITOR'S FILE NO. 000904140036, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., AND A PORTION OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EXCEPTING THEREFROM THAT PORTION OF SAID PREMISES CONVEYED TO MTA HOLDINGS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY ON STATUTORY WARRANTY DEED RECORDED MAY 14, 2012, UNDER AUDITOR'S FILE NO. 201205140066 AND RE-RECORDED AUGUST 16, 2012, UNDER AUDITOR'S FILE NO. 201208160099.

SHEET 2 OF 2

AUDITOR'S CERTIFICATE 2021-06300065
Filed for record this 20th day of JUNE,
2021, at 1:49 P.M., in Book 43 of Surveys at
page(s) 236 at the request of Cruse & Associates.

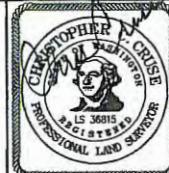
GERALD V. PETTIT BY: *[Signature]*
KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF ELLENSBURG in MAY of 2021.

Christopher Cruse
CHRISTOPHER C. CRUSE
Professional Land Surveyor

16/06/2021
DATE
License No. 36815



CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
1217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 982-8242

CITY OF ELLENSBURG ESM'T