

RESOLUTION NO. 2022-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, declaring as surplus to the City of Ellensburg's needs the real property on Dolarway Road to be included as part of a boundary line adjustment consisting of the western 40 feet of Kittitas County Tax Parcel 955943 and more particularly depicted in Exhibit A to this agreement, referred to as "the Property," and 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 the Property being declared surplus by the City of Ellensburg ("City") to Solar Dolar, LLC ("Solar Dolar").

WHEREAS, the City and Solar Dolar are parties to a pending boundary line adjustment between Kittitas County Tax Parcel 955943, owned by the City, and Kittitas County Tax Parcel 955942, owned by the Seller (the "BLA"), which is pending completion and contingent on approval by the Ellensburg City Council of the surplus of the Property and approval of the Purchase and Sale Agreement between the parties; and

WHEREAS, the BLA will result in will result in adjustment of the east-west boundary between Kittitas County Tax Parcel 955943 (owned by the City) and Kittitas County Tax Parcel 955942 (owned by Solar Dolar) eastward by approximately 40 feet, resulting in an increase in size to Solar Dolar's Tax Parcel 955942 of approximately .46 acres (approximately 40 feet wide x 503.96 feet long, or 20,158.4 square feet); and

WHEREAS, the City commissioned an appraisal of the subject property, and the proposed purchase price for the Property offered by Solar Dolar in the amount of \$50,396.00 is 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 September 19, 2022 in accordance with the provisions of Chapter 2.06 of the Ellensburg City Code ("ECC") for the purpose of declaring the Property as surplus to the City's needs and reviewing the proposed sale of the Property to Solar Dolar; and

WHEREAS, the City Council hereby finds the Subject Property to be surplus to the City's needs and no longer required for municipal purposes, and the disposition of such property shall be through a negotiated Purchase and Sale Agreement, attached hereto as Exhibit 1 and consistent with Chapter 2.06 ECC, that will best serve the common public benefit;

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.

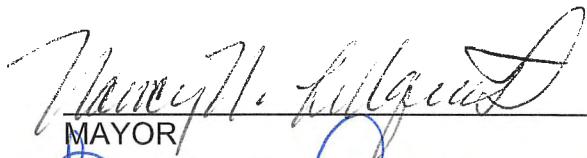
Section 2. The Property described herein is hereby declared surplus to the City of Ellensburg's needs and is no longer required for providing municipal services.

Section 3. The disposition of the City's property as authorized herein shall be by a negotiated Purchase and Sale Agreement (Exhibit 1) with Solar Dolar pursuant to Chapter 2.06 ECC.

Section 4. The Mayor and/or City Manager are hereby authorized to execute the PSA for purchase of the surplus property described above to Solar Dolar. 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 5. 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.

ADOPTED by the City Council of the City of Ellensburg this 19th day of September, 2022.



MAYOR

ATTEST: 

CITY CLERK

EXHIBIT 1

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 September, 2022 between the City of Ellensburg, a Washington municipal corporation ("Seller"), and Solar Dollar, LLC, a Washington Limited Liability Corporation ("Buyer"), referred to collectively as "the Parties."

1. Purchase and Sale of Property. Seller agrees to sell, and Buyer agrees to purchase from Seller, approximately .46 acres (approximately 40 feet wide x 503.96 feet long, or 20,158.4 square feet) of property on Dolarway Road identified as the western 40 feet of Kittitas County Tax Parcel 955943 and more particularly depicted in Exhibit A to this agreement, together with all privileges, rights, improvements, and appurtenances thereunto belonging (the "Property"), as more fully set forth below.

1.1 The Property. The land involved in this transaction is the subject of a Boundary Line Adjustment ("BLA") between Kittitas County Tax Parcel 955943, owned by the Seller, and Kittitas County Tax Parcel 955942, owned by the Buyer. As depicted in Exhibit A, the property being acquired by the Seller is the subject of a BLA between the Parties, which will result in adjustment of the east-west boundary between Kittitas County Tax Parcel 955942 (owned by Buyer) and Kittitas County Tax Parcel 955943 (owned by Seller) eastward by approximately 40 feet. Seller will deposit the executed BLA "property segregation" with the Escrow Agent, which will be filed with the Kittitas County Auditor as part of Closing. In the event Closing does not occur or this Agreement is otherwise terminated, the Escrow Agent shall return the BLA documentation to Seller and Buyer agrees that the BLA shall automatically terminate.

1.3. 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.

1.4. 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.

1.5. Conveyance; Deed Restriction. The real property described in Section 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 and absolute discretion.

1.6 City Property Declared to be Surplus to the City's Needs. The City warrants that its City Council declared in Resolution 2022-32 as surplus to the City's needs the Property identified in Section 1 above, and that in declaring the property surplus it has followed the required legal procedures for declaring the Property surplus and selling the Property to Buyer.

2. Purchase Price; Payment.

2.1 Purchase Price; Earnest Money. Subject to the terms of this Agreement, Buyer shall pay to Seller as the Purchase Price for the Property the sum of Fifty Thousand, Three-hundred and Ninety-six Dollars and no/100ths (\$50,396.00). The earnest money under this Agreement will be in the sum of Five Thousand Dollars and no/100ths Dollars (\$5,000.00), 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 the Executed Contract Date (defined in Section 3.1) of this Agreement by Buyer and Seller.

2.2 Cash Purchase. Not later than 10 a.m., Pacific time, on the Closing Date (as defined in Section 4.2), Buyer shall deposit with the Escrow Holder (as identified in Section 4), via wire transfer, the Purchase Price set forth in Section 2.1, less the amount of Earnest Money deposited with the Escrow Holder, together with the Buyer's share of closing costs and prorations.

2.3 Costs Upon Termination. 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 pursuant to RCW 64.04.220 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; Inspection. 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. Buyer shall have the right to make a physical inspection of the Property. If the results of said review and inspection 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 Holder; 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 "Contract Period"), 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.

6.2.3. To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending or threatened against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

6.2.4. No bankruptcy, insolvency, reorganization, or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Buyer's knowledge, has been threatened in writing, against Buyer.

6.3. Survival of Covenants. The covenants, representations, and warranties contained in Sections 5 and 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 attorneys' 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:

Solar Dolar, LLC
Jeff Greeear
940 Southridge Dr.
Ellensburg, WA 98926

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; provided, however, Buyer, with written notice to Seller, is permitted to assign Buyer's interest under this Agreement to an entity wholly owned by Buyer.

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 affect 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.

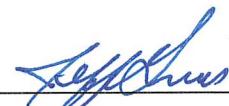
9.19 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

[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:

SOLAR DOLAR, LLC



Date: 8-30-2022

SELLER:

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



By: Heidi Behrends Cerniwey
Its: City Manager

Date: 9-20-2022

Approved by Legal Counsel for the
City of Ellensburg:

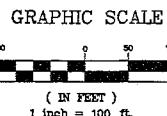


By: Terry Weiner, City Attorney

EXHIBIT A

Description and Depiction of Property
(following page)

EXHIBIT A

PART OF THE NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M.

(IN FEET)

1 inch = 100 ft.

ENC MON
VISITED 6/22

34

DOLARWAY

30

2637.31' N 89°30'15" W

T 18 N

T 17 N

34

35

IRON HUB
3 2 VISITED 6/22

L E G E N D

- SET 5/8" REBAR W/ CAP
- "CRUSE 36815"
- FOUND PIN & CAP
- X FENCE

BK 41 OF SURVEYS

PG 63

PARCEL A

LEGAL DESCRIPTIONS

ORIGINAL PARCEL DESCRIPTIONS

PARCEL C OF THAT CERTAIN SURVEY RECORDED FEBRUARY 13, 2018, IN BOOK 41 OF SURVEYS AT PAGE 100, UNDER AUDITOR'S FILE NO. 201802130015, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND

PARCEL 4 OF THAT CERTAIN SURVEY RECORDED JULY 15, 2020, IN BOOK 43 OF SURVEYS AT PAGE 2, UNDER AUDITOR'S FILE NO. 202007150025, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

NEW PARCEL DESCRIPTIONS

PARCEL C2

PARCEL C2 OF THAT CERTAIN SURVEY RECORDED August 30, 2022, IN BOOK 45 OF SURVEYS AT PAGE 6, UNDER AUDITOR'S FILE NO. 202208300023, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF PARCEL C OF THAT CERTAIN SURVEY RECORDED FEBRUARY 13, 2018, IN BOOK 41 OF SURVEYS AT PAGE 100, UNDER AUDITOR'S FILE NO. 201802130015, RECORDS OF SAID COUNTY; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL 4B

PARCEL 4B OF THAT CERTAIN SURVEY RECORDED August 30, 2022, IN BOOK 45 OF SURVEYS AT PAGE 6, UNDER AUDITOR'S FILE NO. 202208300023, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF PARCEL 4 OF THAT CERTAIN SURVEY RECORDED JULY 15, 2020, IN BOOK 43 OF SURVEYS AT PAGE 2, UNDER AUDITOR'S FILE NO. 202007150025, RECORDS OF SAID COUNTY; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

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 PANEL 53037C1277D. 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-21-130.

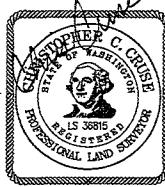
6. THIS SURVEY SUPERSIDES THE SURVEY RECORDED IN BOOK 44 OF SURVEYS AT PAGE 228.

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 JULY of 2022.

CHRISTOPHER C. CRUSE
Professional Land Surveyor
License No. 36815

8/26/2022
DATE



AUDITOR'S CERTIFICATE

Filed for record this 30th day of August, 2022, at 1:06 P.M., in Book 45 of Surveys at page(s) 6 at the request of Cruse & Associates.

JERALD V. PETTIT BY
KITTITAS COUNTY AUDITOR

202208300027



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