STAFF REPORT NORTHWEST ADDITION PLAT ALTERATION (P-ALT-20-01)

TO: City of Wenatchee Hearing Examiner

FROM: City of Wenatchee Community Development Department

RE: Public hearing for P-ALT-20-01

DATE: February 18, 2020

1. REQUESTED ACTION

<u>Requested Action:</u> Conduct a public hearing on an application for an alteration to the Northwest Addition Plat (P-ALT-20-01) to modify the number and configuration of Lots 5-12, extinguish all private roads, and dedicate a new alley right-of-way on property.

2. PROJECT INFORMATION

Applicant: City of Wenatchee

Owners: LS PropDrop, LLC, ILB, LLC, Stephen and Carol Freeman, and City

of Wenatchee

Location: East side of N. Wenatchee Avenue, north of the intersection with

McKittrick Street (APNs 23-20-33-733-005, 23-20-33-733-020, 23-20-33-733-025, 23-20-33-733-035, 23-20-33-733-040, 23-20-33-040, 23-20-30-040, 23-20-30-040, 23-20-30-040, 23-20-040, 20

733-045, 23-20-33-733-060, and 23-20-33-733-070)

Zoning District: North Wenatchee Business District (NWBD)

Comp. Plan Designation: NWBD

<u>Project Description:</u> The City of Wenatchee has submitted an application to alter the Northwest Addition Plat, as recorded in Volume 5 of Plats, Page 17. The alteration modifies the number and configuration of Lots 5-12, extinguishes all private roads, and dedicates a new alley right-of-way. Columbia Street and McKittrick Street dedications, as shown on the Plat alteration, were previously recorded in December 2018.

Site Characteristics:

Total Project Size: Approximately 2.08 acres
Domestic Water: Chelan County P.U.D.
Public Sewer City of Wenatchee
Power/Electricity: Chelan County P.U.D.

Fire Protection: Chelan County Fire District 1
Police Protection: Wenatchee Police Department

There are several existing structures on the site. Existing uses include a Nationwide agency and Smitty's restaurant, which are expected to remain. The former Northwest wholesale warehouse and office buildings were recently demolished and the final plat is conditioned on the demolition

of the former State Farm structure in 2020, as a part of the improvements to the N. Wenatchee Avenue and McKittrick Street intersection.

Surrounding Properties:

North: Commercial use (Les Schwab Tire Center), within the NWBD district.

East: N. Wenatchee Avenue and commercial uses (Grocery Outlet and Chim Chimney Fireplace and Spa), within the NWBD district.

South: Future extension of McKittrick Street and commercial uses, within the NWBD district.

West: Future Columbia Street and commercial uses, within the NWBD district.

<u>Access:</u> Existing vehicular access to these properties is provided from N. Wenatchee Avenue as well as a private road north of existing Lot 5. The private road is proposed to be vacated. The public alley will intersect with N. Wenatchee Avenue in the same location as the private road and be extended to connect with the future Columbia Street. A future extension of McKittrick Street will provide access to the south of existing Lots 5-12. A sidewalk along N. Wenatchee Avenue provides pedestrian access to individual properties.

3. COMPLIANCE ANAYLYSIS OF APPLICABLE POLICIES AND REGULATIONS

The proposed action is subject to land use policies and provisions of the City of Wenatchee Urban Area Comprehensive Plan and development regulations of the Wenatchee City Code.

Wenatchee Urban Area Comprehensive Plan

In addition to the general goals and policies of the Growth Management Act and Wenatchee Urban Area Comprehensive Plan which state growth shall take place where adequate public facilities exist and are able to serve existing and future growth, the following goals and policies are relevant to this application:

Land Use / Urban Growth Area Element

Goal 6. Commercial Districts – Work to promote distinct commercial and business districts to serve citizens and visitors of our city.

Project compliance: The plat alteration consolidates the existing lots in a manner which promotes expansion of the existing uses and redevelopment of the vacant parcels. The alteration removes lot lines and a private road which may otherwise interfere with additional buildings and parking areas.

Implementation Table, Zoning and Development Standards for the North Wenatchee Business District:

North Wenatchee Business District

Primary Uses:

- Retail
- Restaurants
- Banks and services

Secondary Uses:

Upper floor residential

- Height: 4 to 6 stories
- Landscaping and signs
- Access control
- Develop pedestrian destination or orientation
- Work on entrance and gateway improvements (landscaping, signage, public art, etc.)

Project compliance: The existing uses which are expected to remain are the Nationwide agency and Smitty's restaurant. These uses are permitted uses in the North Wenatchee Business District and were reviewed for conformance with the development standards at the time they were constructed. Any new uses or expansion of existing uses as a result of this plat alteration will be reviewed for conformance with the applicable Wenatchee City Code development standards.

Wenatchee City Code

Wenatchee City Code sections which apply to this project are described below.

Development Standards, WCC Chapters 10.26, 10.46, 10.48, 10.60, and 10.62

Project compliance: The plat alteration does not modify the existing buildings, which were reviewed for conformance with the Wenatchee City Code at the time they were permitted.

The proposed lot configuration meets minimum lot dimension and size requirements for lots in the NWBD. There is no minimum lot area or lot width and the minimum lot depth is 80 feet. The reconfigured lots have lot depths ranging from 109 feet to 219 feet. Street setbacks along N. Wenatchee Avenue will remain. Minimum side and rear yard setbacks in the NWBD are zero feet. The Conditions of Approval require building locations be surveyed and shown prior to recordation of the final plat, to ensure that property lines do not intersect the buildings. The Conditions of approval also require the former State Farm building to be demolished prior to final plat or a note regarding demolition be included on the final plat.

Final Plat and Final Binding Site Plan Alteration and Vacation, WCC Section 11.18.060(2)(a) WCC Section 11.18.060(2)(a) states that "The alteration may be approved, approved with conditions or denied after a written determination, with findings and conclusions in support thereof, is made whether the public use and interest will be served by the alteration."

Project compliance: There is no development proposed in coordination with this plat alteration; however, public use and interest is served by the lot consolidation which promotes the future expansion and redevelopment of uses in the subject area. The dedication of the alley right-of-way provides additional public access to the future extension of Columbia Street. As described in the Engineering Division report (Attachment B), sufficient infrastructure is planned for to support the future development of these parcels.

Shorelines, Resource Lands and Critical Areas, WCC Title 12

Project compliance: The subject site is outside of the 200' shoreline jurisdiction and is identified as a modified ground critical area in the maps used by the City. A geotechnical report will be required for any future development.

Environmental Review includes State Environmental Policy Act (SEPA)

A SEPA checklist was submitted as a part of the application and a determination of nonsignificance was issued on February 18, 2020.

4. PUBLIC NOTICE

Table 1. Procedural steps and dates

Application Submitted:	January 17, 2020
Determination of Completeness:	January 24, 2020
Notice of Application:	Notice was mailed to property owners/taxpayers within 350 feet of the subject property, posted on the subject property, and referred to relevant agencies on January 24, 2020.
Notice of Public Hearing:	Notice was mailed to property owners/taxpayers within 350 feet of the subject property on January 24, 2020 and published in the Wenatchee World newspaper on February 14, 2020.
Public Hearing:	The public hearing is scheduled for February 25, 2020 at 3:00p.m. at Wenatchee City Hall, Council Chambers, 301 Yakima Street, Wenatchee, WA.

The public and relevant agencies have been given an opportunity to comment on the proposal. Agency comments received may be reviewed in detail as Attachment B to this report:

- Building Division notes in Smart Gov, dated February 5, 2020. Suggested condition of approval to require building and structure locations to be surveyed prior to approval of the final plat and not estimated by the aerial imagery, as detailed on Sheet 1 of the plat.
- Engineering Division report, dated February 18, 2020. Analysis of applicable requirements is included in this report. The Engineering Division has not suggested any additional conditions of approval.

5. RECOMMENDATION

As conditioned below, the proposed plat alteration would be in the public's use and interest and meets the basic intent, criteria and standards associated with Title 10 and Title 11 of the Wenatchee City Code. Staff recommends approval of P-ALT-20-01 subject to the following findings of fact, conclusions of law, and suggested conditions of approval:

This recommendation is based on the following findings of fact:

- 1. An application was submitted by the City of Wenatchee on January 17, 2020 for an alteration to the Northwest Addition Plat, as recorded in Volume 5 of Plats, Page 17, to modify the number and configuration of Lots 5-12, extinguish all private roads, and dedicate a new alley right-of-way on property.
- 2. The property is located on the east side of N. Wenatchee Avenue, north of the intersection with McKittrick Street (APNs 23-20-33-733-005, 23-20-33-733-020, 23-20-33-733-025, 23-20-33-733-035, 23-20-33-733-040, 23-20-33-733-045, 23-20-33-733-060, and 23-20-33-733-070).
- 3. The property owners are LS PropDrop, LLC, ILB, LLC, Stephen and Carol Freeman, and City of Wenatchee.
- 4. The application has been processed as a Type III quasi-judicial review for plat alterations pursuant to WCC Section 13.09.050; a public hearing is required for the application and is scheduled to occur on February 25, 2020.
- 5. The subject property is located within the North Wenatchee Business District (NWBD).
- 6. The Wenatchee Urban Area Comprehensive Plan land use designation is NWBD.
- 7. The proposal is consistent with the goals and policies of the Wenatchee Urban Area Comprehensive Plan's Land Use Element. The plat alteration consolidates the existing lots in a manner which promotes expansion of the existing uses and redevelopment of the vacant parcels. The alteration removes lot lines and a private road which may otherwise interfere with additional buildings and parking areas.
- 8. The proposal is consistent with the provisions of Wenatchee City Code Title 10, Zoning. The proposed lot configuration meets minimum lot dimension and size requirements for lots in the NWBD. There is no minimum lot area or lot width and the minimum lot depth is 80 feet. The reconfigured lots have lot depths ranging from 109 feet to 219 feet. Street setbacks along N. Wenatchee Avenue will remain. Minimum side and rear yard setbacks in the NWBD are zero feet. The Conditions of Approval require building locations be surveyed and shown prior to recordation of the final plat, to ensure that property lines do not intersect the buildings. The Conditions of approval also require the former State Farm building to be demolished prior to final plat or a note regarding demolition be included on the final plat.
- 9. The proposal is consistent with the provisions of Wenatchee City Code Title 11, Subdivisions. There is no development proposed in coordination with this plat alteration; however, public use and interest is served by the lot consolidation which promotes the future expansion and redevelopment of uses in the subject area. The dedication of the alley right-of-way provides additional public access to the future extension of Columbia Street. As described in the Engineering Division report (Attachment B), sufficient infrastructure is planned for to support the future development of these parcels.
- 10. The proposal is consistent with the provisions of Wenatchee City Code Title 12, Environmental Protection. The subject site is outside of the 200' shoreline jurisdiction and is identified as a modified ground critical area in the maps used by the City. A geotechnical report will be required for any future development. A SEPA checklist was submitted as a

- part of the application and a determination of nonsignificance was issued on February 18, 2020.
- 11. A report from the City's Engineering Division was received on February 18, 2020 which has been considered in the review of this application.
- 12. In order to meet the state requirements for Enhanced 911 service, all lots within the unit lot subdivision will be addressed prior to final unit lot subdivision approval.
- 13. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

This recommendation is based upon the following suggested conclusions:

- 1. The City of Wenatchee Hearing Examiner has been granted the authority to render this decision pursuant to WCC Section 1.09.070.
- 2. As conditioned, this proposal is consistent with applicable federal and state laws and regulations.
- 3. As conditioned, the proposal is consistent with the intent, purposes, and regulations of the Wenatchee City Code, Titles 10, 11, 12, and 13 and Comprehensive Plan.
- 4. As conditioned, this proposal meets the plat alteration criteria in WCC Section 11.18.060(2).
- 5. Comments from the reviewing agencies have been considered and addressed where appropriate.
- 6. The application, as conditioned, demonstrates consistency with adopted levels of service for roads, utilities, fire protection facilities, schools and other public and private facilities needed to serve the development, with assurance of concurrency.
- 7. The public interest will be served by the subdivision and dedication.
- 8. The application, as conditioned, provides for the public health, safety and general welfare for open spaces, drainage ways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
- 9. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

This recommendation is based upon the following suggested Conditions of Approval:

- 1. The project shall proceed in substantial conformance with the plans and application materials on file and submitted on January 17, 2020, except as amended by the conditions herein.
- 2. The applicant is responsible for compliance with all applicable local, state and federal rules and regulations, and must obtain all appropriate permits and approvals.
- 3. Submittal of the final plat alteration shall conform to the requirements of WCC Section 11.18.050(2).

- 4. The final plat alteration submittal must address the requirements of the conditions of approval and be reviewed in accordance with WCC Section 11.18.080, Recording.
- 5. Pursuant to RCW 58.17.140(3)(a), a final plat meeting all requirements shall be submitted to the City for approval within five years of the date of preliminary plat alteration approval.
- 6. All public and private utility easements be provided in locations and configurations as required by the various utility purveyors. The final plat shall show the location of all easements serving or encumbering the subject property. The location of existing structures and utilities (i.e. power, sewer, and water lines, etc.) and utility and private access easements shall be depicted on the face of the final plat
- 7. To facilitate efficient emergency response affecting public health and safety, an addressing plan shall be assigned by the City of Wenatchee during blue line review of the final plat. Addresses for each lot shall be shown on the face of the final plat mylar prior to final approval.
- 8. All building and structure locations shall be surveyed and provided in an exhibit prior to recordation of the final plat, to ensure that the proposed property lines do not intersect with any structures.
- 9. Demolition of the former State Farm building located at 1601 N. Wenatchee Avenue shall be either:
 - a. Demolished prior to recordation of the final plat, or
 - b. Demolished in conjunction with the planned improvements to McKittrick Street intersection improvements in 2020. Should the applicant select this option, a note stipulating demolition to occur with the McKittrick Street improvements shall be included on the plat.

Attachments:

- A. Application materials, dated January 17, 2020
- B. Agency comment letters

Attachment A

Application materials, dated January 17, 2020



Department of Community and Economic Development Planning Division

1350 McKittrick Street, Suite A Wenatchee, WA 98801 (509) 888-3200

PLAT, SHORT PLAT, OR BINDING SITE PLAN ALTERATION APPLICATION CHECKLIST

The following information must be submitted at the time of application in order for it to be accepted at the counter. This includes items identified during the pre-application meeting. While a pre-application meeting is not required it can help identify required studies that if deferred will result in a longer processing time.

Applicant		Counter			
Verified	Required Items	Missing	Complete	Deferred	N/A
	Pre-application meeting date and file no.				
	Completed master application (signed and all parcel #'s included)				
	SEPA checklist (signed)				
	Plat, short plat, or binding site plan drawing depicting proposed alteration(s) – 5 18" x 24" copies (and at least one copy 11" x 17") of one or more maps with a scale of 100 or less feet to the inch to inclue the following items and required written data outlined in the WCC Section 11.12.030 (9 or less lots) or WCC Section 11.16.210 (10 or more lots).	;			
	Road and Drainage Plans - 2 copies				
	Water, Sewer, and Utility Plans - 2 copies				
	Stormwater report – 2 copies				
	Project narrative including description and code consistency				
	Geotechnical, Flood Hazard, and/or Wildland- Urban Interface Analysis				
	Copy of all application materials in a digital PDF format				
	Signatures of the majority of those with an ownership interest in the portion of the short plat, plat or binding site plan to be altered.				
	Copy of the plat, short plat, or binding site pla	n			
	Recent title report of plat certificate				
	Application Fees Paid				
Date Acc	eepted: Accepted By:		File No.		



(509) 888-3200

LAND DEVELOPMENT PERMIT APPLICATION

Date Stamp Accepted	By: Receipt No. File No.
TYPE OF P	PERMIT YOU ARE APPLYING FOR:
Major Subdivision Sh	nort Plat Binding Site Plan Variance
Final Plat Final Sh	nort Plat Final Binding Site Plan Conditional Use
Plat/Binding Site Plan Alteration	Plat/Binding Site Plan Vacation Planned Development
In addition to this form, submit all applica	able items on the corresponding checklist for a complete application.
GENERAL INFORMATION	
Applicant: City of Wenatchee	
Mailing Address: 301 Yakima Street	Suite 301, Wenatchee WA 98801
Contact No.: 888-3630	E-mail Address: mshales@wenatcheewa.gov
Property Owner(s): See attached sup *If different than applicant Mailing Address:	pplemental additional owner authorization forms
Contact No.:	E-mail Address:
If there is more than one property owner	r, submit the supplemental additional owner(s) and authorization form.
Complete section if an agent is act	ting for the applicant or owner during the permit process:
Authorized Agent: N/A	i provincia de la constitución de La constitución de la constitución
Mailing Address:	The second of th
Contact No.:	E-mail Address:
Surveyor: Erik B. Gahringer	Washington Registration #: <u>37543</u>
Contact No.: 509-436-1640	E-mail Address: erikg@48dnorth.com
Engineer:	Washington Registration #:
Contact No.:	E-mail Address:

Please indicate who should receive Applicant Owner Authorized Agent
correspondence and notices: Surveyor Engineer
PROPERTY INFORMATION
Street Address(es): Multiple. Parcel #'s 232033733005, 232033733045, 232033733060
Parcel No(s).: Cont 232033733020, 232033733025, 232033733035, 232033733040,
Abbreviated Legal Description: Part of lot 1, lots 1-13, and private road, Northwest Addition to Wenatchee, located within a portion of the NE1/4 of the NE1/4 and the SE1/4 of the NE1/4 of Sec. 33, T.23N., R.20E.W.M., City of
Zoning District Designation: North Wenatchee Business District (NWBD)
Overlay District: N/A
Comprehensive Plan Designation: North Wenatchee Business District (NWBD)
Shoreline Environmental Designation: N/A
Wildland-Urban Interface: N/A
Critical Areas: N/A
ACKNOWLEDGEMENTS AND SIGNATURES I (We) acknowledge that: 1. The information, plans, maps and other materials submitted on and with this application are, to the best of my/our knowledge, a true and accurate representation of this proposal; 2. This application shall be subject to all additions to and changes in the laws, regulations and ordinances applicable to the proposed development until a determination of completeness has been made pursuant to Chapter 13.07 Wenatchee City Code; 3. City of Wenatchee does not guarantee success of this permit application, and/or the issuance of an affirmative notice of action. The City's assistance to the applicant(s)/owner(s) does not preclude the need to address impacts raised by the public or by other federal, state or local agencies; 4. In the event of any legal proceeding to challenge this application, any environmental determination or any other aspect of the proposed development, the Applicant(s)/Owner(s) shall be solely responsible to defend such challenge and pay all court costs and attorney's fees necessary for such defense; 5. If the Applicant is not the owner of the real property which is the subject of the permit application, this application and acknowledgment shall also be executed by each owner; 6. All persons executing this acknowledgment in a representative capacity shall be personally liable and hereby personally guarantee payment of all fees, expenses and costs required by this application. 7. If the applicant(s), representative(s) and/or owner(s) fail to respond to a request by the Department to submit necessary application materials identified in a Notice of Incomplete Application within 60 days will result in a null and void application, with no refund of the filing fees. 8. This application does not constitute approval of the proposed development activity and it is acknowledged that additional permit applications and approvals may be necessary to conduct specific activities. 10. During the review of this application, it may be necessary for sta



(509) 888-3200

LAND DEVELOPMENT PERMIT APPLICATION SUPPLEMENTAL

EOP ADDITIONAL OWNER(S) AND ALITHORIZATION

e No. Street Address: 1643 N. Wenatchee Parcel No. 232033733020	
Owner(s)Name: LS PropDrop, LLC	
ailing Address: PO Box 5350 Bend OR 97708	
ontact No.: 541-416-5629 E-mail Address: eric.s.rouse@lesschwab.com	
Owner(s) Name:	
ailing Address:	
ontact No.: E-mail Address:	
Owner(s) Name:	
ailing Address:	
ontact No.: E-mail Address:	
Ve) acknowledge that: The information, plans, maps and other materials submitted on and with this application are, to the best of my/our knowledge, a true is accurate representation of this proposal; This application shall be subject to all additions to and changes in the laws, regulations and ordinances applicable to the proposed relopment until a determination of completeness has been made pursuant to Chapter 13.07 Wenatchee City Code; City of Wenatchee does not guarantee success of this permit application, and/or the issuance of an affirmative notice of action. The ye assistance to the applicant(s)/owner(s) does not preclude the need to address impacts raised by the public or by other federal, te or local agencies; In the event of any legal proceeding to challenge this application, any environmental determination or any other aspect of the posed development, the Applicant(s)/Owner(s) shall be solely responsible to defend such challenge and pay all court costs and ornerly's fees necessary for such defense; If the Applicant is not the owner of the real property which is the subject of the permit application, this application and knowledgment shall also be executed by each owner; All persons executing this acknowledgment in a representative capacity shall be personally liable and hereby personally guarantee ment of all fees, expenses and costs required by this application. If the applicant(s), representative(s) and/or owner(s) fail to respond to a request by the Department to submit necessary application terials identified in a Notice of Incomplete Application within 60 days will result in a null and void application, with no refund of the grees. This application does not constitute approval of the proposed development activity and it is acknowledged that additional permit bications and approvals may be necessary to conduct specific activities. During the review of this application, it may be necessary for staff to make one or more site visits. By signing this application form, are giving permission for thes	
ate: Print Name(s): Signature(s):	



Department of Community and Economic Development Planning Division

1350 McKlttrick Street, Suite A Wenatchee, WA 98801 (509) 888-3200

LAND DEVELOPMENT PERMIT APPLICATION SUPPLEMENTAL

FOR ADDITIONAL OWNER(S) AND AUTHORIZATION File No. Stree Address 1621 N Wenatchee A Parcel No. 232033733040 232033733035 1. Owner(s)Name: Stephen & Carol Freeman 232085733045 232033733060 Mailing Address: 1250 N Wenat thee Avenue, Wenatchee WA 98801 Contact No.: |662-2784 E-mail Address: 2.Owner(s) Name: Mailing Address: Contact No.: E-mail Address: 3.Owner(s) Name: Mailing Address: Contact No.: E-mail Address: <u>ACKNOWLEDGEMENTS AND S GNATURES</u> I (We) acknowledge that: 1. The information, plans, maps and other materials submitted on and with this application are, to the best of my/our knowledge, a true and accurate representation of this proposal; 2. This application shall be subject to all additions to and changes in the laws, regulations and ordinances applicable to the proposed development until a determination of complete less has been made pursuant to Chapter 13.07 Wenatchee City Code; 3. City of Wenatchee does not guarantee success of this permit application, and/or the issuance of an affirmative notice of action. The City's asalstance to the applicant(s)/owner(s) does not preclude the need to address impacts raised by the public or by other federal. state or local agencies; 4. In the event of any legal proceeding to chall age this application, any environmental determination or any other aspect of the proposed development, the Applicant(s)/Owne (s) shall be solely responsible to defend such challenge and pay all court costs and attorney's fees necessary for such defense; 5. If the Applicant is not the owner of the real property which is the subject of the parmit application, this application and acknowledgment shall also be executed by ear h owner. 6. All persons executing this acknowledgment in a representative capacity shall be personally liable and hereby personally guarantee payment of all fees, expenses and costs required by this application. 7. If the applicant(s), representative(s) and/or (wher(s) fall to respond to a request by the Department to submit necessary application materials identified in a Notice of incomplete A splication within 60 days will result in a null and void application, with no refund of the filing fees. 8. This application does not constitute approval of the proposed development activity and it is apknowledged that additional permit. applications and approvals may be necessary to conduct specific activities. 10. During the review of this application, it may be necessary for staff to make one or more elte visits. By signing this application form, you are giving permission for these visits. If it is rental property, the owner hereby agrees to notify tenants of cossible site visits, Print Name(s) 5 /Signature(s): ソ Print Name(s): LaRoL Manuary Signature(s): X Date:04 Print Name(s): Date: Signature(s):

PLAT OF

AMENDED NORTHWEST ADDITION TO WENATCHEE

PART OF LOT 1, LOTS 2-13, AND PRIVATE ROAD, NORTHWEST ADDITION TO WENATCHEE, LOCATED WITHIN A PORTION OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SEC. 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA

DEDICATION		PLAT ALTERAT
KNOW ALL MEN BY THESE PRESENTS:		
THAT THE UNDERSIGNED,		PURPOSE STATEMENT
, AND THE OWNERS HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT AND DED FOREVER ALL STREETS, EASEMENTS, OR WHATEVER PUBLIC THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC IS	PROPERTY THERE IS SHOWN ON	THIS AMENDMENT CHANGES THE NUMBER AN EXSTINGUISHES ALL THE PRIVATE ROADS CREADDITION TO WENATCHEE AS RECORDED IN VICHELAN COUNTY, WASHINGTON. THIS AMENDISAID ALLEY IS DEFINED HEREBY.
MAKE ANY AND ALL NECESSARY CUTS AND FILLS ON THE LOT REASONABLE ORIGINAL GRADING OF ALL STREETS SHOWN H SUCCESSORS DO HEREBY WAIVER ALL CLAIMS FOR DAMAGE	S SHOWN ON THIS PLAT IN THE EREON; ALSO, WE AND OUR S AGAINST ANY GOVERNMENTAL	BOUNDARY DESCRIPTIONS
AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT CONSTRUCTION, DRAINAGE AND MAINTENANCE OF PUBLIC RO		EXTINGUISHMENT OF "PRIVATE ROADS":
IN WITNESS WHEREOF, I HEREUNTO SET MY SIGNATURE;		ALL PRIVATE ROADS DEFINED BY AND LOCATE WENATCHEE, ACCORDING TO THE PLAT THERE VOLUME 5 OF PLATS, AT PAGE 17, RECORDS C
STEPHEN FREEMAN	DATE	PARENT PARCEL OF ALTERED LOTS:
CAROL FREEMAN	DATE	LOTS 5-12 AND ALL PRIVATE ROADS ADJOINING WENATCHEE, ACCORDING TO THE PLAT THERI VOLUME 5 OF PLATS, AT PAGE 17, RECORDS O THAT PORTION OF SAID LOT 12 CONVEYED TO RECORDED [DATE]
NAME: MANAGING MEMBER, ILB, LLC	DATE	TOGETHER WITH THAT PORTION OF PARCEL B 2019-006-WE, RECORDED JULY 25, 2019, UNDER OF SAID COUNTY, LYING SOUTHWESTERLY OF
NAME:; TITLE:; LS PROPDROP, LLC - A DELAWARE LIMITED LIABILITY COMPAN	DATE IY	PARCEL OF LAND CONVEYED TO THE CITY OF DECEMBER 27, 2018, UNDER AUDITOR'S FILE N EXCEPT ANY PORTION OF PRIVATE ROADS, SA LYING WITHIN SAID PARCEL B.
FRANK KUNTZ, MAYOR CITY OF WENATCHEE	DATE	
THIS IS TO CERTIFY ON THEDAY OF	EPHEN FREEMAN AND CAROL TED THE FOREGOING DEDICATION S THEIR FREE AND VOLUNTARY TONED.	CITY OF WENATCHEE ENGINEER
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON		CITY OF WENATCHEE MAYOR
RESIDING AT MY COMMISSION EXPIRATION DATE:		CITY OF WENATCHEE SUBDIVISION ADMINISTR
ACKNOWLEDGMENT (CORPORATE FORM / ILB	, LLC)	TREASURER'S CERTIFICATI
STATE OF WASHINGTON) SS COUNTY OF	, MANAGING ORATION, THE CORPORATION LEDGED TO ME THAT THEY SIGNED OR SAID CORPORATION FOR THE	I HEREBY CERTIFY THAT ALL TAXES AND ASSE BECOME CHARGEABLE AGAINST THE ABOVE D PRECEDING YEARS HAVE BEEN PAID, SATISFIE \$, AND HAVE BEEN POSTED WIT DAY OF, 20
NOTARY PUBLIC IN AND FOR		CHELAN COUNTY TREASURER
THE STATE OF RESIDING AT		
MY COMMISSION EXPIRATION DATE:		
ACKNOWLEDGMENT (CORPORATE FORM / LS		ACKNOWLEDGMENT (CORPOR
STATE OF WASHINGTON) ss	PROPUROP, LLC)	STATE OF WASHINGTON) ss
COUNTY OF)		COUNTY OF)
THIS IS TO CERTIFY ON THEDAY OFBEFORE ME, THE UNDERSIGNED, PERSONALLY APPEAREDLES SCHWAB TIRE CENTER, A WASHINGTON CORPORATION, TI EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR SA AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LA	D TO ME THAT THEY SIGNED THE ID CORPORATION FOR THE USES	THIS IS TO CERTIFY ON THEDAY OF _ BEFORE ME, THE UNDERSIGNED, PERSONALLY WENATCHEE, A WASHINGTON MUNICIPAL CORP THE FOREGOING DEDICATION AND ACKNOWLEI THEIR FREE AND VOLUNTARY ACT AND DEED FOR PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY
NOTARY PUBLIC IN AND FOR THE STATE OF		NOTARY PUBLIC IN AND FOR THE STATE OF
RESIDING AT		RESIDING AT
		

MY COMMISSION EXPIRATION DATE:

TION NO. ____ **GENERAL NOTES AND PROVISIONS**

D CONFIGURATION OF THE LOTS 5-12 AND EATED BY THE ORIGINAL PLAT OF NORTHWEST VOLUME5 OF PLATS, AT PAGE 17, RECORDS OF MENT ALSO DEDICATES A NEW PUBLIC ALLEY AS

ED WITHIN NORTHWEST ADDITION TO EOF RECORDED NOVEMBER 18, 1952, IN OF CHELAN COUNTY.

IG THERETO, NORTHWEST ADDITION TO EOF RECORDED NOVEMBER 18, 1952, IN OF CHELAN COUNTY, WASHINGTON; EXCEPT THE CITY OF WENATCHEE BY DEED , UNDER AUDITOR'S FILE NUMBER ATTY;

, BOUNDARY LINE ADJUSTMENT NUMBER R AUDITOR'S FILE NUMBER 2499660, RECORDS THE SOUTHWESTERLY LINE OF THAT CERTAIN WENATCHEE BY QUIT CLAIM DEED RECORDED UMBER 2489845, RECORDS OF SAID COUNTY; AID NORTHWEST ADDITION TO WENATCHEE,

DATE DATE RATOR DATE

SSMENTS WHICH HAVE BEEN LEVIED AND DESCRIBED PROPERTY FOR 20_____AND ED AND DISCHARGED IN THE AMOUNT OF

DATE

RATE FORM / CITY OF WENATCHEE)

APPEARED FRANK KUNTZ, MAYOR, CITY OF PORATION, THE CORPORATION THAT EXECUTED DGED TO ME THAT THEY SIGNED THE SAME AS OR SAID CORPORATION FOR THE USES AND

Y AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRATION DATE:

- LOCATIONS ARE CONSIDERED TO BE APPROXIMATE.
- 3. TEMPORARY PUBLIC UTILITY EASEMENT GRANTED HEREBY TO AUTOMATICALLY TERMINATE UPON RELOCATION OF EXISTING UTILITIES.
- 4. LS PROPDROP, LLC PREVIOUSLY LES SCHWAB TIRE COMPANY.

1. BUILDING LOCATIONS WITHIN LOTS 2 AND 3 DERIVED FROM AERIAL IMAGE.

2. THE PUBLIC ALLEY SHOWN HEREON IS DEDICATED TO THE PUBLIC HEREBY.

SHEET 1 OF 3

PESSIONAL LAND SURVEYING & LAND USE CONSULTING

Box 4266 WENATCHEE, WA 98807-04266

Phone: (509) 436-1640

48dnorth.com

SURVEYOR'S CERTIFICATE

I, ERIK B. GAHRINGER, REGISTERED AS A LAND SURVEYOR BY THE STATE OF WASHINGTON, CERTIFY THAT THIS PLAT IS BASED UPON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE PERIOD OF APRIL, 2017, THROUGH THE PRESENT. THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT THE MONUMENTS, OTHER THAN THOSE MONUMENTS APPROVED FOR SETTING AT A LATER DATE, HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS DESCRIBED ON THE

ERIK B. GAHRINGER, P.L.S. NO. 37543

EQUIPMENT & PROCEDURES:

EQUIPMENT: TOPCON HIPER V BASE/RTK

TOPCON GT 503 3" ROBOTIC TOTAL STATION

BASE CONTROL ESTABLISHED BY STATIC GNSS OBSERVATIONS PROCEDURES: POSITIONALLY DERIVED BY POST PROCESSING THROUGH OPUS. RTK OBSERVATION PERFORMED FROM BASE CONTROL, AND

> CONVENTIONAL TRAVERSE RAN FROM RTK DERVIVED SUB-CONTROL POINTS. PROCEDURES EXCEED W.A.C. 332-130-090.

PRIMARY BASE CONTROL ESTABLISHED JULY, 2016. SITE DATES:

CONTROL AND MONUMENTS OBSERVED/VISITED JUNE & JULY 2017. MONUMENTS APPROVED TO BE SET AT A LATER DATE.

MAP PROJECTION/BASIS OF BEARINGS:

UNITS: U.S. SURVEY FEET HORIZONTAL DATUM: NAD 83 (2011) EPOCH 2010 VERTICAL DATUM: NAVD 88 GEOID: GEOID 12A (CONUS) PROJECTION: WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE

META DATA ON PRIMARY BASE CONTROL POINT C0096 (RTK POSITIONING; 2" ALUMINUM CONTROL CAP ON 5/8" REBAR):

LATITUDE: 47°26'45.90680" N LONGITUDE: 120°20'07.86686" W ELLIPSOID HEIGHT: 646.52' ORTHO ELEVATION: 710.75' CONVERGENCE ANGLE: 0°22'14" COMBINED FACTOR: 0.9999796541

BEARINGS, DISTANCES AND AREAS ARE BASED ON THE WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE, DERIVED FROM GNSS OBSERVATIONS UTILIZING CORS STATIONS DESIGNATED AS: SC00, P451, AND ZSE1. DISTANCES AND AREAS SHOWN HEREIN ARE GRID VALUES. MULTIPLY DISTANCES AND AREAS BY SITE SPECIFIC FACTOR OF 1.000018866 (RECIPROCAL OF THE COMBINED SCALE FACTOR) TO OBTAIN GROUND VALUES.

AUDITOR'S CERTIFICATE

AUDITOR'S FILE NUMBER:		
FILED FOR RECORD THISDAY OF	2020, ATI	M. IN
VOLUME OF PLATS AT PAGE		
AT THE REQUEST OF THE CITY OF WENATCHEE		
DEPUTY	COUNTY AUDITOR	

AUDITOR'S INDEX SKETCH

NW	NE	NW	NE
NW	NW	NE	NE
SW	SE	SW	SE
NW	NW	NE	NE
NW	NE	NW	NE
SW	SW	SE	SE
SW	SE	SW	SE
SW	SW	SE	SE

SECTION 33, T.23N., R.20E., W.M. CHELAN COUNTY, WA

PLAT OF AMENDED NORTHWEST ADDITION TO WENATCHEE PART OF LOT 1, LOTS 2-13, AND PRIVATE ROAD, NORTHWEST ADDITION TO WENATCHEE, LOCATED WITHIN A PORTION OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SEC. 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA

-30' ACCESS & UTILITY

EASEMENT A.F.N. 2465003

OWNER: MICHELSEN PACKAGING CO.

A.P.N.: 232033110750

B.L.A. A.F.N. 2460688 (PARCEL A)

FOUND REBAR & CAP LS 38982-

BEARS S 60°43'45" W 0.14' FROM COMPUTED POINT

LOT 3

<u>LOT 4</u>

FOUND REBAR & CAP LS -38982 BEARS S 58°16'05" W 0.14' FROM COMPUTED

PLAT ALTERATION NO. _____

A.P.N.

232033111100

CPUD DEED: BK 522,

PG. 233

OWNER: CITY OF

WENATCHEE

A.P.N.: 232033733005

DEED: A.F.N. 2481203

A.F.N. 2460688

CURVE DATA

Δ: 89°59'54"

L: 62.83

C BEARING: S 15°41'28" W

PRIVATE ROAD

OWNER: CITY OF WENATCHEE

PART OF PARCEL B, B.L.A.

DEED

A.F.N.

, 86 24<u>9</u>6017

OWNER: STEMILT INDUSTRIAL DEVELOPMENT, LLC

A.P.N. 232033110950

REFERENCE B.L.A./PLATS/SURVEYS

NORTHWEST ADDITION - VOLUME 5, PAGE 17 R.O.S. BOOK 23, PAGE 18 R.O.S. BOOK 28, PAGE 93 R.O.S. A.F.N. 2458740 R.O.S. A.F.N. 2460499 B.L.A. 2017-012 WE A.F.N. 2460688 (NW WHOLESALE) B.L.A. 2019-005 WE A.F.N. 2496409 (WSDOT) B.L.A. 2019-006 WE A.F.N. 2499660 (LES SCHWAB

AGREEMENTS

POST-CLOSING AGREEMENT A.F.N. 2500001 (LES SCHWAB/CITY)

PRIVATE ROAD EXTINGUISHMENTS

QUIT CLAIM DEED A.F.N. 2499662 (LES SCHWAB TIRE CENTER) QUIT CLAIM DEED A.F.N. 2481204 (NORTHWEST WHOLESALE, INC.) QUIT CLAIM DEED A.F.N. 2464999 (NORTHWEST WHOLESALE, INC.) AGREEMENT A.F.N. 2500001 (LES SCHWAB TIRE CENTER)

LEGEND/ABBREVIATIONS

- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR AND CAP LS 38982, OR AS NOTED
- SET 5/8" REBAR AND 2" ALUMINUM CAP LS 37543
- SET 5/8" REBAR AND 2" ALUMINUM CAP LS 37543 OR 1" BRASS PLUG IN CONCRETE - STREET MONUMENTS TO BE SET AT A LATER
- RECORD DATA PER R.O.S A.F.N. 2460499. BEARING AND/OR DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FOR THIS SURVEY, OR ACCEPTED.
- RECORD DATA PER PLAT/SURVEY/DOCUMENT REFERENCED HEREON. BEARING AND/OR DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FOR THIS SURVEY, OR ACCEPTED. DISTANCES HAVE BEEN CONVERTED TO GRID.

ASSESSOR'S PARCEL NUMBER

AUDITOR'S FILE NUMBER A.F.N.

RECORD OF SURVEY

BOUNDARY LINE ADJUSTMENT

CURVE LABEL - SEE CORRESPONDING NUMBER IN CURVE DATA LIST

— — EXISTING RIGHT OF WAY LIMITS

— — — — EXISTING LOT OR PARCEL BOUNDARY

STREET RIGHT OF WAY OR PLAT BOUNDARY/LOT LINE

SHEET 2 OF 3

ESSIONAL LAND SURVEY LAND USE CONSULTING WA 98

P.O.

SEE SHEET 3 OF 3 FOR EXISTING EASEMENTS OF RECORD



SCALE: 1" = 100' 50' 100' 200' AUDITOR'S INDEX SKETCH NW NE/ NW NW NE NE

SE/ SE SW NE NW NW NE NE NW NE NW SW SW SE SE SE SW SE SW SW SW SE SE

SECTION 33, T.23N., R.20E., W.M. CHELAN COUNTY, WA

PRE-ALTERATION OWNER PARCEL/DEED REFERENCES	A.P.N. 232033733066 A.P.N. 2496015 (PARCEL R2) PART OF PARCEL C, B.L.A. A.F.N.
LS PROPDROP, LLC (PREVIOUSLY LES SCHWAB TIRE CENTER) - A.P.N. 232033733020; DEEDS 2265442, 2499661 & 2508746; POST POST-CLOSING AGREEMENT A.F.N. 2500001 (LOTS 2, 3, AND 4, PRIVATE ROAD, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)	RIGHT OF WAY DEEDED TO CITY A.F.N. A.P.N. 232033733065 DEED: A.F.N. 2496016 (PARCEL R1) PART PARCEL C, B.L.A. A.F.N. 2460688
<u>ILB, LLC</u> - A.P.N. 232033733025; DEED A.F.N. 2439051 (LOTS 5 AND 6, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)	MCKITTRICK S1. 65 270.07' S 89° 47' 12" E 554.63'
<u>FREEMAN</u> - A.P.N. 232033733035; DEED A.F.N. 2101291 & 2101292 (LOT 7, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)	SW. CORNER S. LINE NORTHWEST ADDITION SE. CORNER NORTHWEST ADDITION -
<u>FREEMAN</u> - A.P.N. 232033733040; DEED A.F.N. 2101293 (LOT 8, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)	FOUND REBAR & CAP LS 38982 BEARS N 89°47'12" W 0.12' FROM COMPUTED POINT

FOUND 1/8" ROD IN CONCRETE IN

A MONUMENT CASE

OWNER: CITY OF WENATCHEE A.P.N.: 232033141050 DEED: A.F.N. 2503161 B.L.A. A.F.N. 2496409 (PARCEL A) OWNER: WASHINGTON STATE A.P.N.: 232033141100

OWNER: STEMILT INDUSTRIAL

DEVELOPMENT, LLC

A.P.N. 232033140051

OUND REBAR & CAF

LS 38982 BEARS

N 89°48'18" W 0.18'

FROM COMPUTED

B.L.A. A.F.N. 2496409 (PARCEL B)

FREEMAN - A.P.N. 232033733045; DEED A.F.N. 2101294 (LOT 9,

FREEMAN - A.P.N. 232033733060; DEED A.F.N. 2090256 (LOTS 10, 11 AND

NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

12, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

LOT AREAS / ADDRESSES

LOT 1 (CITY)

LOT 2 (ILB, LLC)

LOT 3 (FREEMAN)

LOT 4 (FREEMAN)

11,000 SQUARE FEET /

10,987 SQUARE FEET /

32,979 SQUARE FEET /

29,083 SQUARE FEET /

FOUND CHISILED "+" IN CONCRETE IN A MONUMENT CASE

> FOUND CHISILED "+" IN CONCRETE SIDEWALK

> > R.O.S. BOOK 23, PAGE 18

FOUND 1/8" ROD IN

CONCRETE IN A MONUMENT CASE

FOUND ROCK NAIL AND-

BRASS WASHER LS 10819

ON CONCRETE SIDEWALK

BEARS S 00°12'11" W 0.15'

PRIVATE ROAD EXSTINGUISHED

BY THIS PLAT - ALLEY RIGHT OF

WAY DEDICATED BY THIS PLAT.

20' PRIVATE ROAD EXTINGUISHED

BY THIS PLAT - REPLACED WITH

TEMPORARY PUBLIC UTILITY

EASEMENT DEDICATED HEREBY -

SEE NOTE 3, SHEET 1

FROM COMPUTED POINT

OWNER: SAV-MART HOLDINGS, LLC

A.P.N. 232033110700

CITY OF WENATCHEE - AS NOTED ON MAP

PLAT OF AMENDED NORTHWEST ADDITION TO WENATCHEE PART OF LOT 1, LOTS 2-13, AND PRIVATE ROAD, NORTHWEST ADDITION TO WENATCHEE, LOCATED WITHIN A PORTION OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SEC. 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA PLAT ALTERATION NO. ___ EXISTING EASEMENTS OF RECORD R.O.S. BOOK 23, PAGE 18 -30' ACCESS & UTILITY A.P.N. EASEMENT A.F.N. 2465003 232033111100 CPUD DEED: BK 522, PG. 233 OWNER: MICHELSEN PACKAGING CO. OWNER: SAV-MART HOLDINGS, LLC A.P.N.: 232033110750 A.P.N. 232033110700 B.L.A. A.F.N. 2460688 (PARCELA) OWNER: STEMILT INDUSTRIAL DEVELOPMENT, LLC A.P.N. 232033110950 -20' WATER PIPELINE EASEMENT A.F.N. 2359606 · 30' ACCESS & UTILITY EASEMENT A.F.N. 2465003 NE1/4 NE1/4 SEC. 33 SE1/4 NE1/4 SEC. 33 10' OVERHEAD AND/OR UNDERGROUND -OWNER: STEMILT INDUSTRIAL ELECTRICAL SYSTEM EASEMENT DEVELOPMENT, LLC A.F.N. 8410250073 A.P.N. 232033140051 OWNER: CITY OF WENATCHEE LOT 1 A.P.N.: 232033733005 2' SIDEWALK EASEMENT DEED: A.F.N. 2481203 PART OF PARCEL B, B.L.A. R.O.S. A.F.N. 8508130014 LOT 2 **BOUNDARY LINE ADJUSTMENT** A.F.N. 2460688 10' UNDERGROUND — ELECTRICAL SYSTEM LOT 3 EASEMENT A.F.N. 9506120036 NOTE <u>LOT 4</u> PRIVATE ROAD DEED RIGHT OF WAY FOR ROAD PURPOSES ONLY — A.F.N. (OVER PRIVATE ROAD, APPURTENANT TO LOT OWNER: CITY OF WENATCHEE 2496017 10 AND N1/2 LOT 11 - EASEMENT A.F.N.522640 A.P.N. 232033733066 DEED: A.F.N. 2496015 (PARCEL R2) PART OF PARCEL C, B.L.A. A.F.N. 2460688 PRESUMED LOCATION OF 10'X20' TELEPHPONE OWNER: CITY OF WENATCHEE EASEMENT A.F.N. 788188 A.P.N. 232033733065 DEED: A.F.N. 2496016 (PARCEL R1) PART PARCEL C, B.L.A. A.F.N. 2460688 SE. CORNER NORTHWEST — SW. CORNER ←S. LINE NORTHWEST NORTHWEST ADDITION ADDITION OWNER: WASHINGTON STATE OWNER: WASHINGTON STATE A.P.N.: 232033141050 A.P.N.: 232033141100 B.L.A. A.F.N. 2478645 (PARCEL A) B.L.A. A.F.N. 2478645 (PARCEL B)

SHEET 3 OF 3

PROFESSIONAL LAND SURVEYING LAND USE CONSULTING

SUBDIVISION GUARANTEE **EXCEPTIONS / EASEMENTS**

IRRIGATION CANAL RIGHT OF WAY BOOK 4, PAGE 618-619.

COVENANTS, CONDITIONS, RESTRICTIONS A.F.N. 491489.

EASEMENT A.F.N. 788188.

EASEMENT A.F.N. 9506120036.

PLAT OF NORTHWEST ADDITION TO WENATCHEE VOLUME 5, PAGE 17.

EASEMENT A.F.N. 2359610.

EASEMENT A.F.N. 2465003.

POST-CLOSING AGREEMENT A.F.N. 2500001

LEGEND/ABBREVIATIONS

FOUND MONUMENT

FOUND 5/8" REBAR AND CAP LS 38982, OR AS NOTED

COMPUTED POINT

SET MONUMENT

SET STREET CENTERLINE MONUMENT

ASSESSOR'S PARCEL NUMBER

AUDITOR'S FILE NUMBER

RECORD OF SURVEY

— — EXISTING RIGHT OF WAY LIMITS

---- EXISTING LOT OR PARCEL BOUNDARY

STREET RIGHT OF WAY OR PLAT BOUNDARY/LOT LINE

EASEMENTS SHOWN ARE THOSE OF RECORD THAT ARE PLOTTABLE. THE DESCRIBED PROPERTIES ARE ALSO AFFECTED BY OTHER CONVEYANCES, EASEMENTS, RESTRICTIONS, COVENENATS AND/OR RESERVATIONS LISTED HEREON AS SET FORTH IN THE SUBDIVISION GUARANTEE NUMBER 5003353-3381322, ORDER NUMBER 3391322, PREPARED BY FIRST AMERICAN TITLE, WENATCHEE, WASHINGTON,

SCALE: 1" = 100'

200'

50'

100'

AUDITOR'S	INDEX	SKETCH

NW	NE	NW	NE
NW	NW	NE	NE
SW	SE	SW	SE
NW	NW	NE	NE
NW	NE	NW	NE
SW	SW	SE	SE
SW	SE	SW	SE
SW	SW	SE	SE

SECTION 33, T.23N., R.20E., W.M. CHELAN COUNTY, WA



First American Title Insurance Company

16 South Mission Wenatchee, WA 98801

January 17, 2020

fundamental principle:

Erik Gahringer
48 Degrees North, Professional Land Surveyors
P.O. Box 561
Winthrop, WA 98862

Winthrop, WA 98862			
Phone: (509)436-1640 Fax:			
Title Officer: Phone: Fax No.: E-Mail: Order Number:	Kevin Harrington (509)665-7336 (866)635-0234 keharrington@firstam.com 3381322		
Escrow Number:	3381322		
Buyer:			
Owner:			
Property:	1625 N Wenatchee Ave Wenatchee, Washington 98801		
Attached please find the following item(s):		
Guarantee			
Thank You for your confidence and support. We at First American Title Insurance Company maintain the			

Customer First!



Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER 5003353-3381322

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

48 Degrees North, Professional Land Surveyors

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore President Jeffrey J. Probinson

Secretary

This jacket was created electronically and constitutes an original document

Form 5003353 (7-1-14) Page 2 of 13

Guarantee Number: 3381322

CLTA #14 Subdivision Guarantee (4-10-75)

Washington

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

- Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
- Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
- (c) The identity of any party shown or referred to in Schedule A.
- (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

Form 5003353 (7-1-14) Page 3 of 13 Guarantee Number: 3381322 CLTA #14 Subdivision Guarantee (4-10-75) Washington

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

Form 5003353 (7-1-14) Page 4 of 13 Guarantee Number: 3381322 CLTA #14 Subdivision Guarantee (4-10-75)
Washington

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

- any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

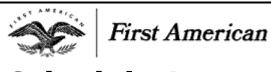
- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606



Form 5003353 (7-1-14) Page 5 of 13 Guarantee Number: 3381322



Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3381322

Order No.: 3381322 Liability: \$2,000.00 Fee: \$750.00 Tax: \$63.75

Name of Assured: 48 Degrees North, Professional Land Surveyors

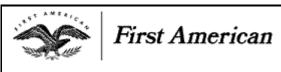
Date of Guarantee: December 26, 2019

The assurances referred to on the face page hereof are:

1. Title is vested in:

ILB, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO PARCEL A, STEPHEN J. FREEMAN AND CAROL A. FREEMAN, HUSBAND AND WIFE, AS TO PARCEL B, AND CITY OF WENATCHEE, AS TO PARCEL C

- 2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
- 3. The following matters are excluded from the coverage of this Guarantee
 - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - B. Water rights, claims or title to water.
 - C. Tax Deeds to the State of Washington.
 - D. Documents pertaining to mineral estates.
- 4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
- 5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
- 6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER **3381322**

RECORD MATTERS

1. General taxes and assessments, if any, for the year 2020, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 232033733025

Assessed Land Value: \$ 120,000.00 Assessed Improvement Value: \$ 545,878.00

Affects: Parcel A

2. Delinquent General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 232033733025

1st Half

Amount Billed: \$ 3,076.15 Amount Paid: \$ 0.00

Amount Due: \$ 3,076.15, plus interest and penalty

2nd Half

Amount Billed: \$ 3,076.07 Amount Paid: \$ 0.00

Amount Due: \$ 3,076.07, plus interest and penalty

Assessed Land Value: \$ 120,000.00 Assessed Improvement Value: \$ 510,394.00

Affects: Parcel A

3. Delinquent General Taxes for the year 2018. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 232033733025

1st Half

Amount Billed: \$ 2,979.85 Amount Paid: \$ 2,979.85

Amount Due: \$ 0.00, plus interest and penalty

2nd Half

Amount Billed: \$ 2,979.76 Amount Paid: \$ 2,182.60

Amount Due: \$ 797.16, plus interest and penalty

Assessed Land Value: \$ 120,000.00 Assessed Improvement Value: \$ 379,827.00

Affects: Parcel A

4. General taxes and assessments, if any, for the year 2020, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 232033733035

Assessed Land Value: \$ 60,000.00 Assessed Improvement Value: \$ 8,495.00

Affects: Lot 7 of Parcel B

5. Delinquent General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 232033733035

1st Half

Amount Billed: \$ 340.41 Amount Paid: \$ 340.41

Amount Due: \$ 0.00, plus interest and penalty

2nd Half

Amount Billed: \$ 340.32 Amount Paid: \$ 0.00

Amount Due: \$ 340.32, plus interest and penalty

Assessed Land Value: \$ 60,000.00 Assessed Improvement Value: \$ 8,495.00

Affects: Lot 7 of Parcel B

6. General taxes and assessments, if any, for the year 2020, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 232033733040

Assessed Land Value: \$ 60,000.00 Assessed Improvement Value: \$ 0.00

Affects: Lot 8 of Parcel B

7. Delinquent General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 232033733040

1st Half

Amount Billed: \$ 299.05 Amount Paid: \$ 299.05

Amount Due: \$ 0.00, plus interest and penalty

2nd Half

Amount Billed: \$ 298.97 Amount Paid: \$ 0.00

Amount Due: \$ 298.97, plus interest and penalty

Assessed Land Value: \$ 60,000.00 Assessed Improvement Value: \$ 0.00

Affects: Lot 8 of Parcel B

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Washington

8. General taxes and assessments, if any, for the year 2020, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 232033733045

Assessed Land Value: \$ 60,000.00 Assessed Improvement Value: \$ 7,188.00

Affects: Lot 9 of Parcel B

9. Delinquent General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 232033733045

1st Half

Amount Billed: \$ 334.03 Amount Paid: \$ 334.03

Amount Due: \$ 0.00, plus interest and penalty

2nd Half

Amount Billed: \$ 333.98 Amount Paid: \$ 0.00

Amount Due: \$ 333.98, plus interest and penalty

Assessed Land Value: \$ 60,000.00 Assessed Improvement Value: \$ 7,188.00

Affects: Lot 9 of Parcel B

10. General taxes and assessments, if any, for the year 2020, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.

Tax Account No.: 232033733060

Assessed Land Value: \$ 180,000.00 Assessed Improvement Value: \$ 200,509.00

Affects: Lot 10 through 12 of Parcel B

11. Delinquent General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 232033733060

1st Half

Amount Billed: \$ 3.38 Amount Paid: \$ 3.38

Amount Due: \$ 0.00, plus interest and penalty

2nd Half

Amount Billed: \$ 3.37 Amount Paid: \$ 0.00

Amount Due: \$ 3.37, plus interest and penalty

Assessed Land Value: \$ 180,000.00 Assessed Improvement Value: \$ 190,132.00

Affects: Lot 10 through 12 of Parcel B

12. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the Chelan County Tax Rolls, as exempt. Tax account no. 232033733070.

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The taxes for the current year reflect a full exemption . Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

13. Liability for assessment(s) and/or personal property taxes, if any.

14. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: ILB, LLC, a Washington limited liability company

Grantee/Beneficiary: Cashmere Valley Bank

Trustee: First American Title Insurance Company

Amount: \$560,000.00

Dated: June 17, 2016

Recorded: June 22, 2016

Recording Information: 2439052

Affects: Parcel A

15. Assignment of leases and/or rents and the terms and conditions thereof:

Assignor: ILB, LLC, a Washington limited liability company

Assignee: Cashmere Valley Bank

Recorded: June 22, 2016 Recording Information: 2439053

Affects: Parcel A

16. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

17. Right of way for the right to construct, maintain, repair and operate a ditch granted to Wenatchee

Water Power Company in instrument:

Recorded: February 09, 1899

Book/Page: <u>4/619</u>

Affects: Undisclosed portion of the Southeast quarter of the Northeast

quarter of said Section 33

18. Covenants, conditions and restrictions contained in Instrument.

Recorded: January 18, 1955

Recording Information: 491489

Affects: The same is to be used for parking purposes and that no

buildings or other improvements shall be erected thereon other than improvements incidental to parking purposes. This restriction is incident to the rights of the owners of the abutting

South half of said lot

Affects: The North half of Lot 11

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Washington

19. Easement, including terms and provisions contained therein:

Recording Information: 788188, June 26, 1978

In Favor of: Right to install, inspect and maintain all of the facilities

necessary to provide communication service, power service and other related services located on said right of way and easement, including the trimming or removal of any brush, trees, shrubs, structures or objects that may interfere with the

construction, maintenance and operation of said services

For: General Telephone Company of the Northwest, Inc., a

corporation

Affects: Lots 10 through 12

20. Easement, including its terms, covenants and provisions as granted by instrument:

Recorded: June 09, 1995 Recording Information: 9506120036

Grantee: Public Utility District No. 1 of Chelan County, a municipal

corporation

For: Underground distribution and electric lines and appurtenances

21. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Northwest Addition to Wenatchee recorded in Volume 5 of Plats, Page(s) 17.

22. The terms and provisions contained in the document entitled "Restrictive Covenant"

Recorded: September 02, 2008

Recording No.: 2289061

Affects: Lots 8 and 9

23. Easement, including terms and provisions contained therein:

In Favor Of: Public Utility District No. 1 of Chelan County

Purpose: Water pipeline Recorded: April 24, 2012 Recording No.: 2359610

24. Easement Agreement and the terms and conditions thereof:

Between: Michelsen Packaging Company, a Washington corporation And: City of Wenatchee, a Washington municipal corporation

Recording Information: 2465003

25. Post-Closing Agreement and the terms and conditions thereof:

Between: City of Wenatchee, a municipal corporation of the State of

Washington

And: Les Schwab Tire Centers of Washington, Inc., a

Washington corporation

Recording Information: 2500001

26. Rights and liabilities under customary agreement for water right in Wenatchee Reclamation Irrigation District, including the restriction of the use of said water to irrigation, stock and domestic purposes, the granting of an easement for lateral ditches and pipelines used in connection therewith, and the creation of a lien upon the land for assessments therein.

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Informational Notes, if any

1.	We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
	Affects: Parcels A and C



Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3381322

The land in the County of Chelan, State of Washington, described as follows:

PARCEL A:

LOTS 5 AND 6, NORTHWEST ADDITION TO WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 17.

PARCEL B:

LOTS 7 THROUGH 12, NORTHWEST ADDITION TO WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 17.

PARCEL C:

A STRIP OF LAND 20.0 FEET IN WIDTH LOCATED WITHIN A PORTION OF THE SOUTHEAST OUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON, SAID STRIP BEING DE?NED AS "PRIVATE ROOD (NOT DEDICATED)" ON THE PLAT OF NORTHWEST ADDITION TO WENATCHEE, RECORDED NOVEMBER 18, 1952, IN VOLUME 5 OF PLATS, AT PAGE 17, RECORDS OF SAID COUNTY, SAID STRIP BEING BOUND ON THE NORTHWESTERLY END BY THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY BOUNDARY OF LOT 4, SAID PLAT, TO THE SOUTHWESTERLY BOUNDARY OF LOT 1, SAID PLAT; BOUND ON THE SOUTHEASTERLY END BY THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY BOUNDARY OF LOT 12, SAID PLAT, TO THE SOUTHERLY CORNER OF LOT 1, SAID PLAT; BOUND ON THE NORTHEASTERLY SIDE BY THE SOUTHWESTERLY BOUNDARY OF SAID LOT 1; AND BOUND ON THE SOUTHWESTERLY SIDE BY THE NORTHEASTERLY BOUNDARIES OF LOTS 5, 6, 7, 8, 9, 10, 11, 12, SAID PLAT, AND THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY BOUNDARY OF SAID LOT 5 TO THE EASTERLY CORNER OF SAID LOT 4;

TOGETHER WITH A STRIP OF LAND 30 FEET IN WIDTH, LOCATED WITHIN A PORTION OF SAID SOUTHEAST OUARTER OF THE NORTHEAST OUARTER, ALSO DE?NED US "PRIVATE ROAD (NOT DEDICATED)" ON SAID PLAT, SAID STRIP BEING BOUND ON THE NORTHWESTERLY SIDE BY THE SOUTHEASTERLY BOUNDARY OF SAID LOT 4; BOUND ON THE SOUTHEASTERLY SIDE BY THE NORTHWESTERLY BOUNDARY OF SAID LOT 5; BOUND ON THE NORTHEASTERLY END BY THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY BOUNDARY OF SAID LOT 4 TO THE NORTHERLY CORNER OF SAID LOT 5; AND BOUND ON THE SOUTHWESTERLY END BY THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY BOUNDARY OF SAID LOT 4 TO THE WESTERLY CORNER OF SAID LOT 5.

SEPA ENVIRONMENTAL CHECKLIST UPDATED 2014

A. background [help]

1. Name of proposed project, if applicable: [help]

Northwest Addition Plat Alteration

2. Name of applicant: [help]

City of Wenatchee

3. Address and phone number of applicant and contact person: [help]

Matt Shales, 509-888-3630 301 Yakima Street Suite 301, Wenatchee Wa, 98801

4. Date checklist prepared: [help]

1/3/2020

Agency requesting checklist: [help]

City of Wenatchee - Planning Department

6. Proposed timing or schedule (including phasing, if applicable): [help]

Spring 2020

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [help]

Yes, boundary line adjustment between lots 5, 6 and 1 to allow the City to sell surplus property (lot 1) without the private roadway in place.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [help]

N/A

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [help]

No

10. List any government approvals or permits that will be needed for your proposal, if known. [help]

City of Wenatchee - Plat Alteration

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [help]

The properties subject to the alteration have a combined total of 1.93 acres. The plat alteration will extinguish two private roads, dedicate alley right of way and lot re-configuration. Combined actions will allow the City of Wenatchee to sell surplus property parcels and provide access via alley right of way dedication. There are no improvements or construction associated with this proposal.

- 12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [help]
 - The street addresses of the subject properties are: 1625, 1621, 1601 and 1567 N. Wenatchee Avenue.
 - The subject properties are all a part of the Northwest Addition plat; affected areas include private roadways and lots 1 and 4-13.
 - See attached draft plat map for location information.

B. ENVIRONMENTAL ELEMENTS [help]

a. G	General description of the site [help]
(circl	General description of the site [help] Ile one):(Flat, rolling, hilly, steep slopes, mountainous)
	other

b. What is the steepest slope on the site (approximate percent slope)? [help]

Less than 2%

Earth

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [help]

Cashmont sandy loam (NRCS, 2019)

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [help]

The properties are within a designated critical area for modified ground / undocumented fill. Pursuant to WCC Section 12.08.020, this refers to soil and material movement that did not occur naturally – it was placed, cut, or moved by humans in a geologically recent time frame. Modified ground and undocumented fill can be identified by many ways, by the geomorphology (shape of the ground surface), the contents of the soil, and the patterns within the soil. The problem with undocumented fill is that it is such – undocumented. The nature of the material is unknown and it was not tested while it was placed. The behavior of soil in this condition will act in an unknown way. Modified and undocumented soils can lead to differential settlement and possibly land sliding. Geotechnical assessments or reports will be required for any future development.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [help]

N/A, none proposed

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
 [help]

N/A, no clearing or construction proposed.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [help]

N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [help]

N/A

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [help]

N/A

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [help]

N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [help]

N/A

3. Water

- a. Surface Water: [help]
 - 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type
 - and provide names. If appropriate, state what stream or river it flows into. [help]

None

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [help]

None proposed.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [help]

N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [help]

No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [help]

No

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [help]

No

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [help]

No

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [help]

N/A

- c. Water runoff (including stormwater):
 - Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow?
 Will this water flow into other waters? If so, describe. [help]

Runoff sources for this site is stormwater from rain or snow melt. Collection along N. Wenatchee avenue bordering the westside of the subject plat, and two drywells are located to the east side of the subject plat. Depending on where rain or snowmelt occurs it will drain to either of these locations. In all cases none of the drainage systems drain into surface waters.

2) Could waste materials enter ground or surface waters? If so, generally describe. [help]

Current commercial uses or future commercial uses from re-development of this site are not expected to produce waste materials.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Subsequent to this alteration there is a roadway project proposed within lot 1 of this plat. The road project will re-design stormwater in this location and replace the dry wells that capture a majority of this plats runoff and re-direct into system that will provide pre-treatment of stormwater, following the Stormwater Management Manual for Eastern Washington.

4.	PΙ	ants	ſh	el	'n
т.		aiito			\sim

a.	Check the types of vegetation found on the site: [help]
	deciduous tree: alder, maple, aspen, otherevergreen tree: fir, cedar, pine, othershrubsgrass

	pasture
	crop or grain
	Orchards, vineyards or other permanent crops.
	wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
	water plants: water lily, eelgrass, milfoil, other
	other types of vegetation
b.	What kind and amount of vegetation will be removed or altered? [help]
	None
C.	List threatened and endangered species known to be on or near the site. [help]
	None
d.	Proposed landscaping, use of native plants, or other measures to preserve or enhance
	None
e.	List all noxious weeds and invasive species known to be on or near the site.
	None
5.	Animals
2	<u>List</u> any birds and <u>other</u> animals which have been observed on or near the site or are known
u.	to be on or near the site. Examples include: [help]
	birds: hawk, heron, eagle, songbirds, other:
	mammals: deer, bear, elk, beaver, other:
	fish: bass, salmon, trout, herring, shellfish, other
h	List any threatened and endengaged energies known to be an armour the site [bala]
D.	List any threatened and endangered species known to be on or near the site. [help]
	None
c.	Is the site part of a migration route? If so, explain. [help]
	No
d.	Proposed measures to preserve or enhance wildlife, if any: [help]
	N/A
_	List any invasive animal species known to be on or near the site.
C.	
	None
6.	Energy and natural resources
a.	What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [help]

N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [help]

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [help]

N/A

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [help]

No ground disturbing actions associated with this project.

1) Describe any known or possible contamination at the site from present or past uses.

The previous owner of a portion of this plat had environmental clean-up requirements. The owner completed those requirements including sub-surface testing. The Washington State Department of Ecology issued a no further action for that property.

 Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None

 Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None

4) Describe special emergency services that might be required.

None

5) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [help]

N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [help]

N/A

3) Proposed measures to reduce or control noise impacts, if any: [help]

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [help]
 - Current land use is commercial. The plat alteration will dedicate an alley way for better public access into the plat, a private road will be vacated to allow for lot line reconfiguration to allow for commercial re-development of the site. Prior to the City owning property within this plat a commercial pesticide and fertilizer company operated on a large portion of the plat. That use is gone, and these actions mentioned above will allow the re-development of this site into new commercial uses similar to the parcels affected to the west commercial; office, restaurant and retail.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [help]

No

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No

c. Describe any structures on the site. [help] Commercial office and restaurant buildings d. Will any structures be demolished? If so, what? [help] Nο e. What is the current zoning classification of the site? [help] Commercial business district f. What is the current comprehensive plan designation of the site? [help] North Wenatchee Business district g. If applicable, what is the current shoreline master program designation of the site? [help] N/A h. Has any part of the site been classified as a critical area by the city or county? If so, specify. No i. Approximately how many people would reside or work in the completed project? [help] N/A j. Approximately how many people would the completed project displace? [help] None k. Proposed measures to avoid or reduce displacement impacts, if any: [help] N/A L. Proposed measures to ensure the proposal is compatible with existing and projected land

uses and plans, if any: [help]

None

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [help]

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [help]

N/A

c. Proposed measures to reduce or control housing impacts, if any: [help]

N/A

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [help]

N/A, No proposed structures

b. What views in the immediate vicinity would be altered or obstructed? [help]

N/A

c. Proposed measures to reduce or control aesthetic impacts, if any: [help]

N/A

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [help]

N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views? [help]

c. What existing off-site sources of light or glare may affect your proposal? [help]

N/A

d. Proposed measures to reduce or control light and glare impacts, if any: [help]

N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? [help]

None

b. Would the proposed project displace any existing recreational uses? If so, describe. [help]

N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [help]

N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [help]

No

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [help]

No

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc._ [help]

N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [help]

State Route 285 provides access to the subject parcels. See proposed plat map for new roads being built that will provide further access to the subject parcels.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [help]

Public transit serves this location with multiple nearby bus stops and one nearby passenger shelter.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [help]

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [help]

No

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [help]

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [help]

N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No

h. Proposed measures to reduce or control transportation impacts, if any: [help]

N/A

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [help]

No

b. Proposed measures to reduce or control direct impacts on public services, if any. [help]

N/A

16. Utilities

a. Circle utilities currently available at the site: [help]
 electricity natural gas water refuse service telephone sanitary sewer septic system, other Fiber Com

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [help]

None

C. Signature [HELP]

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.
Signature: Matt Shales
Name of signee Matt Shales
Position and Agency/Organization Development Project Manager City of Wenatchee
Date Submitted: <u>1/17/2020</u>

Note: Bearings established by solar observation.

Concrete monument

Iron pipe

2"x 2" hub

463705 N-1-12

398

NORTHWEST ADDITION TO WENATCHEE

CHELAN COUNTY, WASHINGTON

SCALE: 1" = 60'

DESCRIPTION

This plat of NORTHWEST ADDITION TO WENATCHEE, Chelan County, Washington, comprises that part of the E½ of the NE¼ of Section 33, T. 23 N., R. 20 E.W.M., more particularly described as follows:

Commencing at the NW corner of the SE¼ of the NE¼ of said Section 33, T. 23 N., R. 20 E.W. M., the true point of beginning for this description; thence N 61°04½'E for 396.6 feet; thence S 89°38'E for 66.5 feet to the west right-of-way line of the Great Northern Railway; thence S 28°57½'E along said west right-of-way line for 907.8 feet; thence N 89°27'W for 551.6 feet to the east right-of-way line of Primary State Highway No. 2; thence N 28°57½'W along said east right-of-way line for 623.5 feet; thence N 0° 33½'E for 52.0 feet to the true point of beginning.

DEDICATION

Know all men by these presents that NORTHWEST WHOLESALE INCORPORATED, the undersigned owner in fee simple of the land hereby platfad, subject to Spokane Bank for Cooperatives mortgage, and SPOKANE BANK FOR COOPERATIVES, mortgagee, hereby declare this plat and dedicate to the use of the phate forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use thereof for any and all public purposes not inconsist tent with the use thereof for public highway purposes, (dedication for public purposes limited to 30 foot strip adjacent to P.S.H. No. 2 designated as access road, and specifically excluding all roads designated as private roads), also the right to make all necessary slopes for cuts or fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of all streets, avenues, places, etc., shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29 day of October, A.D., 19 52.

Signed and Sealed:

NORTHWEST WHOLESALE INCORPORATED, owner

President.

Secretar Secretar

a. 6. adams
President

SPOKANE BANK FOR COOPERATIVES, mortgagee;

Secretary.

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF CHELAN) ss.

THIS IS TO CERTIFY THAT on this 2 gday of A.D., 1950 before me, the undersigned, a Notary Public, personally appeared. Ross A. Heminger and Don H. Phipps, to me known to be the president and secretary, respectively, of NORTHWEST WHOLESALE INCORPORATED, one of the corporations that executed the within and foregoing dedication, and acknowledged said dedication to be the free and voluntary act and deed of said corporation. The seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first written.

Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON)

COUNTY OF Spelante) ss.

WITNESS my hand and official seal the day and year first written.

Notary Public in and for the State of Washington residing at

CERTIFICATE

I hereby certify that this plat of NORTHWEST ADDITION TO WENATCHEE is based on actual survey and subdivision of the E½ of the NEX of

Licensed Land Surveyor HELMER, HUGHES AND ASSOCIATES.

EXAMINER AND APPROVED this / Zday of Movember, 1952

Filed for record at the request of the Chelan County

Board of Commissioners this / R day of November, A.D., 1953

at 28 minutes past 8 o'clock, A.M., and recorded in Volume 5

of Plats, on Page 17, Records of Chelan County, Washington.

test Hohe Board

Chairman, Board of County Commissioners

Chelan County Auditor.

Roalk

Russil E. Rosth

puty County Auditor

XAMINED AND APPROVED this 1/4 day of 10

ENGINEER Chelan County Road Engineer.

49549A

Attachment B

Agency comment letters

Building Division, February 5, 2020



MEMO

DATE:

February 18, 2020

TO:

Planning

FROM:

Public Works, Engineering, Donald M. Nelson P.E.

SUBJECT:

P-ALT-20-01 Alteration of Northwest Addition. A Plat Alteration removing private

roads, dedicating public alley and revising lot shapes.

Location:

The subject project area is located at 1600 block of North Wenatchee Avenue (SR285) and has been a plat of record since 1952 and identified by Chelan County Auditor's File

number 465705.

ENGINEER'S REPORT

The intent of this memo is to comment. Review by the Engineering Office is based on information available to the City Engineering Department.

1. Frontage improvements

Info:

- North Wenatchee Ave is improved with curbs, sidewalk and road surface paving.
- Newly dedicated Columbia and McKittricK Rights-of-way are planned to be improved by the City, and sidewalks for Columbia to be constructed by development of the lots.
- 2. There is sewer service for this area.

Info:

- There is Public Sewer in the private road that is being vacated that is to be changed to a utility easement, to be extinguished after the utilities are relocated.
- Future sewer main to be constructed in Columbia Street by City
- 3. This site is in the service area of the Chelan County PUD water system.
 - Domestic service and Fire protection is provided by the PUD water system.
- 4. Storm water is to meet the current storm water requirements for the area.
 - There is no Public stormwater system within this subdivision.
 - The City's Capital project #1919 includes stormwater improvements to Columbia Street.

END OF REPORT

No Recommended Conditions of Approval

By Donald Nelson / Development Review Engineer

Date February 18, 2020

By Gary Owen / City Engineer

Date February 18, 2020