

City of Cashmere 101 Woodring Street

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CITY OF CASHMERE STUDY SESSION MONDAY, OCTOBER 10, 2011 6:00 P.M., CITY HALL

AGENDA

BUSINESS ITEMS

• Discuss the Preliminary Budget for 2012

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR. PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.



City of Cashmere

101 Woodring Street Cashmere, WA 98815 Ph (509) 782-3513 Fax (509) 782-2840 Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING MONDAY, OCTOBER 10, 2011 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

• Financial Reports for September

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

- 1. Minutes of September 26, 2011 Special Study Session Meeting
- 2. Minutes of September 26, 2011 Regular City Council Meeting
- 3. Payroll and Claims Packet Dated October 10, 2011

BUSINESS ITEMS

- 4. Ordinance No. 1193 Amending the 2011 Budget
- **5.** Easement for pressurized irrigation line

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY SEPTEMBER 26, 2011 AT CASHMERE CITY HALL

OPENING

Mayor Irle opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

Present

Not Present

Mayor:

Gordon Irle

Council:

Skip Moore Jim Fletcher Donna Wynne Debbie Knutsen

Jeff Gomes

Staff:

Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building

FLAG SALUTE

EXCUSED ABSENCE

MOVED by Councilor Moore and seconded by Councilor Knutsen to excuse the absence of Councilor Jeff Gomes. Motion carried.

ANNOUNCEMENTS & INFORMATION

Director of Operations Bob Schmidt reported the contractor has poured the second layer of the foundation wall for the Sunset Bridge and most of the water line is installed on the west end of the project.

Also, the city will be receiving 60% complete design and specs for the Wastewater Treatment Plant project.

Mayor Irle informed the council they were invited to the dedication and naming of the Museum park as "The Chief John Harmelt Park" on Saturday, October 1, 2011 at 10:30 a.m. The ceremony of dedication will kick off the beginning of the 2011 Apple Days Celebration.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the agenda as printed. Motion carried.

CONSENT AGENDA

Minutes of September 12, 2011 Regular City Council Meeting Payroll and Claims Packet Dated September 26, 2011

Claims Check Nos. 31348 through 31371 and EFT 08/2011 totaling \$277,946.32 MOVED by Councilor Knutsen and seconded by Councilor Moore to approve the items on the

City Council Minutes September 26, 2011 Page 2

consent agenda. Motion carried.

SUNSET HIGHWAY PROJECT CHANGE ORDER NO. 1

Director Botello explained the change order, which includes deleting street texturing and a pedestrian crossing system, and adding cost impacts due to subsurface water, unsuitable soils, removal of pipe and an 18" culvert repair. The change order total is \$19,666.94

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve Change Order No. 1 for the Sunset Highway project. Motion carried.

LAW ENFORCEMENT SERVICE AGREEMENT

The proposed Law Enforcement Agreement adds an additional compensation section regarding RiverCom services. The addition of RiverCom charges increases the Law Enforcement Agreement approximately \$40,000 annually. For the remaining 4th quarter of 2011 the cost for RiverCom is \$9,992.50, which is not in the current 2011 budget.

The County has determined the cost per deputy is \$155,399, which they will begin charging in 2013. The cost of law enforcement services in the proposed agreement are \$424,500 in 2012 and \$466,197 in 2013.

The proposed Law Enforcement Services Agreement is through 2013, the same as the previous agreement terminated by Chelan County. The proposed agreement shows an increase in 2012 from the previous agreement of \$70,639 and in 2013 the increase is approximately \$100,500 for the added RiverCom charges and the increase in enforcement service costs.

Director of Operations Bob Schmidt stated that he has been discussing the agreement with Leavenworth's City Administrator Joel Walinski. Cashmere and Leavenworth each pay for three deputies. Leavenworth is looking at options to reduce the number of deputies; one option he is looking at is private security. Director Schmidt recommended the council wait and meet with Leavenworth's Administrator to discuss possible options and a joint counter proposal.

Councilor Moore stated that he will not have rent-a-cops running around his city. Three deputies is already less than the 5 to 5.5 deputies that would be needed to provide 24 hour coverage 7 days a week.

Councilor Moore stated there may be sticker shock with the proposed agreement but the cost of the agreement is the actual cost of providing the services.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the Law Enforcement Agreement as written. Motion carried.

INTERLOCAL AGREEMENT FOR BRIDGE INSPECTION SERVICES

Director Botello stated the Angier Avenue Bridge requires an annual inspection pursuant to National Bridge Inspection Standards guidelines. The proposed interlocal agreement allows Chelan County staff engineer(s) to inspect the Angier Bridge. The County has been providing inspection services for free. There will now be a cost for inspecting the Angier Bridge, which is estimated at \$1500 annually.

City Council Minutes September 26, 2011 Page 3

MOVED by Councilor Knutsen and seconded by Councilor Fletcher to approve the Interlocal Agreement for Bridge Inspection Services. Motion carried.

ORDINANCE NO. 1192 VACATING A PORTION OF FOSTER STREET IN EXCHANGE FOR CERTAIN LAND LOCATED ON THE EAST SIDE OF RIVER STREET

Director Botello stated that Crunch Pak has paid the \$3,750 and they have signed the warranty deed for the real property abutting River Street in exchange for vacating a portion of Foster Street as outlined in the proposed ordinance.

Councilor Knutsen again voiced her concern with vacating a portion of Foster Street leaving an alleyway only 19 feet wide. She would like to see the city keep at a minimum a 20 foot wide access. Knutsen stated that there is a limited amount of parking at the pool and the proposed vacation would eliminate the pool employee parking in the back.

MOVED by Councilor Wynne and seconded by Councilor Fletcher to adopt Ordinance No 1192 vacating a portion of Foster Street in exchange for certain land located on the east side of River Street. Motion carried with three voting in favor and Councilor Knutsen voting no.

GREATER WENATCHEE PUBLIC FACILITIES DISTRICT

Councilor Fletcher voiced concern regarding the Greater Wenatchee Public Facilities District. He has several questions he would like answered, but the City's legal firm is Ogden Murphy Wallace, which also represents the PFD so there is a conflict of interest. Councilor Moore stated that at the moment no one has any answers. Senator Linda Evans Parlette sent out a notice and invitation to the Mayors and County Elected Officials regarding a PFD Roundtable discussion with the State Treasurer's Office scheduled for September 30, from 10:00 a.m. to 12:00 p.m. at the Town Toyota Center. The purpose of the meeting is to educate local leaders about the current financial challenges facing the Public Facilities administrators. Councilor Moore is planning on attending and he will report back to the council.

PROGRESS REPORTS

Director Schmidt reported on the Sunset project change order regarding the Mill Site water leak; after further review the City will not be constructing a water main across the old mill property in order to eliminate the existing water line that is leaking. The Mill Site water line replacement project cannot be solved through a change order since it is outside the scope of the project. The City will continue with the original plan to feed the old mill water system with the new 16" water main along Sunset Highway. Staff is hoping that the majority of the water leak is on the old section of water main that is being replaced along Sunset Highway.

Director Botello reported the request to change the functional classification of Railroad Avenue and Maple Street from local access to federal has been approved. With the approved change to federal classification he is now able to apply for federal grant funds.

EXECUTIVE SESSION – Union Negotiations

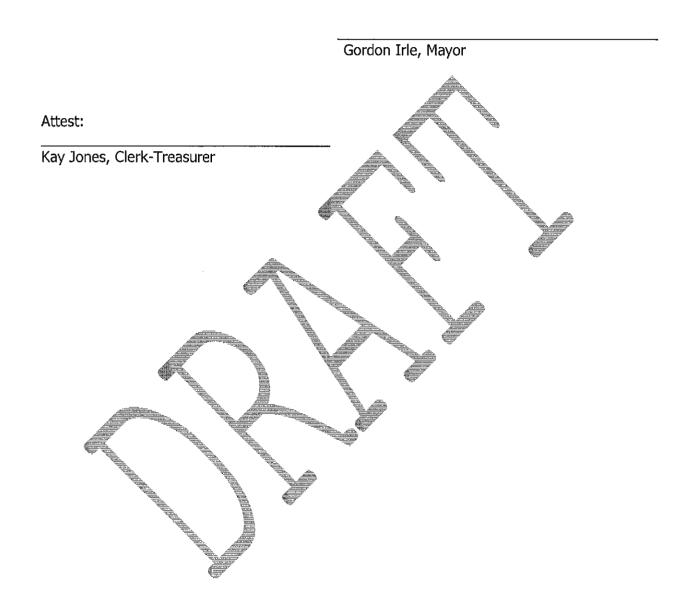
At 8:20 p.m. Mayor Irle closed the regular session to enter into an executive session to discuss union negotiations for approximately 20 minutes. No decisions will be made when regular session is reconvened.

Mayor Irle reconvened the regular session at 8:50 p.m.

City Council Minutes September 26, 2011 Page 4

<u>ADJOURNMENT</u>

MOVED by Councilor Moore and seconded by Councilor Wynne to adjourn. Meeting adjourned at 8:50 p.m.



CITY OF CASHMERE MINUTES OF SPECIAL STUDY SESSION MONDAY, SEPTEMBER 26, 2011 AT CASHMERE CITY HALL

OPENING

Mayor Irle opened the study session at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

Present

Not Present

Mayor:

Gordon Irle

Council:

Skip Moore Jim Fletcher Donna Wynne Debbie Knutsen

Jeff Gomes

Staff:

Bob Schmidt, Dir. of Operations

Kay Jones, Clerk-Treasurer

Mark Botello, Dir. of Planning/Bldg

EXPLANATION OF CHARGES FOR RIVERCOM

Chelan County Commissioner Keith Goehner, County Administrator Cathy Mulhall and Chelan County Sheriff Brian Burnett were present to explain how the charges for RiverCom were calculated.

Commissioner Goehner stated that RiverCom's budget has to be approved by the Chelan County Commissioners. The commissioners instructed RiverCom to hold the line the same as they are; there are those expenses you have no control over such as PERS and insurance. RiverCom's rate per call is determined by dividing the annual budget by the number of total calls received the previous year. The number of calls per entity times the call rate equals the annual amount for RiverCom charges for each entity.

The rate per call can change annually depending on increases in budget, or if the total number of calls increases or decreases drastically and also if the number of calls in your entity changes drastically.

Commissioner Goehner stated that even if 12 people call in to report the same accident that only 1 call/incident is generated for that entity.

The proposed Law Enforcement Agreement adds an additional compensation section regarding RiverCom services. The addition of RiverCom charges increases the Law Enforcement Agreement approximately \$40,000 annually. For the remaining 4th quarter of 2011 the cost for RiverCom is \$9,992.50, which is not in the current 2011 budget. The cost for RiverCom services has been calculated at \$41,158 for 2012.

EXPLANATION OF CALCULATIONS TO DETERMINE THE COST PER DEPUTY FOR THE UPDATED LAW ENFORCEMENT SERVICE AGREEMENT

County Administrator Cathy Mulhall explained the worksheet showing the costs for the Chelan County Sheriff's Office. She explained that in determining the cost per deputy only the costs for

City Council Special Study Session Minutes September 26, 2011 Page 2

patrol, investigation and administration were used for the total. The total was then divided by the 44 full time deputies.

The County has determined the cost per deputy is \$155,399, which they will begin charging in 2013. Currently, according to the agreement the City pays for three full time deputies. In 2012 the cost will be \$424,500, which equates to \$141,500 per deputy and in 2013 the cost for 3 deputies will be \$466,197 to provide law enforcement services.

Sheriff Burnett stated the agreement provides the City better coverage and closer response.

ADJOURNMENT

Mayor Irle closed the study session at 7:00 p.m.

	Gordon K. Irle, Mayor	, ,,,,
Attest:		
Kay Jones, Clerk-Treasurer		

ORDINANCE NO. 1193

AN ORDINANCE AMENDING ORDINANCE NO. 1191 OF THE CITY OF CASHMERE AND AMENDING THE BUDGET FOR 2011

WHEREAS, the City Council of the City of Cashmere finds that it is necessary and in the best interest of the City to amend certain fund appropriations authorized by the 2011 budget, to provide for additional revenues and expenditures not identified at the time of the adoption of the original budget;

WHEREAS, the City of Cashmere finds that it would be beneficial to combine the Street fund and Cemetery fund into one fund titled Public Works fund.

NOW, THEREFORE, the City Council of the City of Cashmere, Washington, does hereby ordain:

<u>Section 1</u>. <u>Budget Amendment</u>. The 2011 City of Cashmere Budget is amended as shown on Exhibit A:

<u>Section 2. Amendment of Total Fund Appropriations.</u> Ordinance No. 1191 is further amended as follows:

Estimated resources, including fund balances for each separate fund of the City of Cashmere, and aggregate totals for all such funds combined, for the year 2011, are set forth in summary form as shown on Exhibit B, and are hereby appropriated for expenditure at the fund level during the year 2011:

<u>Section 3</u>. Except as amended herein, Ordinance No. 1191 of the City of Cashmere and the 2011 budget of said City shall remain in full force and effect.

<u>Section 4</u>. This ordinance shall be in effect when it shall have been passed by the City Council of the City of Cashmere and signed by the Mayor and five (5) days after publication in accordance with law.

Passed by the City Council of the City of Cashmere this 10th day of October, 2011.

	CITY OF CASHMERE
Attest:	By: Gordon K. Irle
By: Kay Jones, City Clerk-Treasurer	_
Approved as to form:	
By:Charles D. Zimmerman, City Attorney	

Ordinance No: 1193

Passed by the City Council: October 10, 2011

Published in the Cashmere Valley Record: October 19, 2011

Effective date: October 24, 2011

EXHIBIT A Ordinance 1193

FUND NAME	ORIGINAL BUDGET	AMENDED BUDGET	DIFFERENCE +/-
001 GENERAL GOVERNMENT FUND			
Expenditures			
Ending Fund Balance	1,229,183	1,203,183	-26,000
Transfer to Capital Fund - Center	0	26,000_	26,000 0
			•
101 STREET FUND AND 104 CEMETERY FUND TO CREATE 003 PUBLIC WORKS FUND	HAVE BEEN C	OMBINED	
TO OKEATE 000 TOBERO WORKO TOND			
002 BUBLIC WORKS FUND			
003 PUBLIC WORKS FUND Revenues			
Transfer from Capital Fund - Mission	430,000	0_	-430,000
			-430,000
Expenditures			
Ending Fund Balance	588,130	681,212	93,082
Mission Street Project - Preliminary Engineering	70,032	0	-70,032
Mission Street Project - Surveying	6,050	0	-6,050
Mission Street Project - Pro. Services-Legal	2,000	0	-2,000
Mission Street Project - Miscellaneous	5,000	0	-5,000
Mission Street Project - Contractor	440,000	0_	-440,000
			-430,000
302 CAPITAL IMPROVEMENT FUND			
Revenues			
Transfer from GG - Center	0	26,000_	26,000
			26,000
Expenditures			
Ending Fund Balance	488,560	421,478	-67,082
Mission Street Project - Preliminary Engineering	0	70,032	70,032
Mission Street Project - Surveying	0	6,050	6,050
Mission Street Project - Pro. Services-Legal	0	2,000	2,000
Mission Street Project - Miscellaneous	0	5,000	5,000
Mission Street Project - Contractor	0	440,000	440,000
Transfer to Public Works Fund - Mission	430,000	0_	-430,000
			26,000

EXHIBIT A Ordinance 1193

FUND NAME	ORIGINAL BUDGET	AMENDED BUDGET	DIFFERENCE +/-
406 SANITATION FUND			
Expenditures			
Ending Fund Balance	355,680	285,380	-70,300
Transfer to ERR - Garbage Truck	0	70,000_	70,300
			0
501 EQUIPMENT RENTAL FUND			
Revenues			
Transfer from Sani - Garbage Truck	0	70,000_	70,300
Evnandituras			70,300
Expenditures Ending Fund Balance	250,974	321,274_	70,300 70,300

EXHIBIT B Ordinance No. 1193

Total Estimated Revenues and Appropriations by Fund

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
		()		
001 General Government Fund	1,267,950	1,323,349	1,388,116	1,203,183
003 Public Works Fund	448,986	3,735,343	3,503,117	681,212
101 Street Fund	444,638	4,057,573	3 , 918 , 429	583 , 782
104 Cemetery Fund	4,348	407,770	107,770	4,348
108 Lodging Tax Fund	8,000	3,730	11,730	0
207 LTGO Bond Fund, 2001C	52,000	100	49,518	2,582
302 Capital Improvement Fund	903,200	41,360	523,082	421,478
401 Water/Wastewater Fund	1,139,222	2,710,833	3,075,831	774,224
402 WW Construction Account	300,000	773,500	1,073,500	0
403 Water/WW Reserve Fund	304,500	750	0	305,250
406 Sanitation Fund	285,881	479,000	479,501	285,380
421 W/S Refunding Bond, 1994	92,758	42,526	43,515	91,769
422 W/S Revenue Bond, 1999	122,381	96,365	97,183	121,563
423 W/S Revenue Bond, 2001	92,336	132,209	132,164	92,381
424 Jr. Lien Pretrt Bond, 2000	1,036,861	4,102,985	4,254,930	884,916
426 Jr. Lien Pretrt Bond, 2011	884,916	256,902	261,274	880,544
501 Equipment Rental Fund	192,648	458,778	330,152	321,274
602 Cemetery Endowment Fund	181,440	5,550	0	186,990
TOTAL FOR ALL FUNDS	7,313,079	14,163,280	15,223,613	6,252,746
Grand Total for all Funds	21,476	3,359	21,476,3	59

Staff Summary

Date: October 10, 2011

To: Cashmere City Council

Mayor Irle

From: Mark Botello

RE: Easement for Pressurized Irrigation Line.

Please see attached easement for a pressurized irrigation line, which would be located on the westerly boundaries of the Treadwell-Brisky Cemetery property line. This new easement will replace and supersede an old Deed of Easement previously recorded at Chelan County Auditor's File No. 774985 on July 12, 1977. A few of the main changes are as follows:

- New easement reduces the easement width:
 - o 15-ft proposed for new easement.
 - o 50-ft old Easement.
- Eliminates the following language from the old easement (AFN # 774985):
 - "Furthermore, said easement shall be forfeited upon cessation of use of the irrigation line."
- Eliminates the 3-year installation time as identified within the old easement (AFN#774985), and replace that language with the following language identified in the new easement:
 - "Grantee agrees and warrants that any installation, maintenance, or repair work, including any construction incidental thereto, within the easement area shall be performed in a timely and workmanlike manner."

Return Address: City Clerk/Treasurer City of Cashmere 101 Woodring Street Cashmere, WA 98815

EASEMENT 1 Grantor: City of Cashmere, a municipal corporation 2 Grantee: Margaret E. DeLay 3 Legal Description: (abbreviated): NW¼ of SW¼ of NW¼ of SW¼ of S, 5, T, 23N., 4 R. 19 E.W.M. (full legal on Page 1) 5 Assessor's Tax Parcel I.D. 23-19-05-320-800 6 THIS EASEMENT, made this day of , 2011, is between CITY OF CASHMERE, a municipal corporation ("Grantor"), and 7 MARGARET E. DELAY ("Grantee"). 8 Grantor owns real property ("Grantor's Property") that is legally described as: 9 The Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 5, Township 23 North, 10 Range 19 E.W.M., Chelan County, Washington. 11 Assessor's Tax Parcel ID No. 23-19-05-320-800 12 Grantee owns real property ("Grantee's Property") that is legally described as: 13 Lots 6, 7, 8, 9, 10, and 11, Wolfe's Addition to Cashmere, according to the plat thereof recorded in the records of Chelan County, Washington, on 14 January 3, 1963, in Volume 6 of Plats, Page 49. Assessor's Tax Parcel ID Nos. 23-19-05-935-030, 23-19-05-935-15 035, 23-19-05-935-040, 23-19-05-935-045, 23-19-05-935-050, and 16 23-19-05-935-055 17 In exchange for \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, conveys, and sets over to Grantee a perpetual 18

easement and right of use over, under, and across Grantor's Property for the purpose of installation, maintenance, repair, and operation of an irrigation line to serve 1 Grantee's Property, together with a right of access, ingress and egress reasonably 2 incidental thereto, located as follows: 3 The area bounded by the northerly, southerly, and westerly boundaries of Grantor's Property and a line parallel to and fifteen feet (15') east of such 4 westerly boundary running from such northerly boundary to such southerly boundary. 5 Grantee agrees and warrants that any installation, maintenance, or repair work, 6 including any construction incidental thereto, within the easement area shall be performed in a timely and workmanlike manner. 7 Grantee further agrees and warrants that any and all area within the easement that is 8 disrupted, damaged, disturbed, or requires removal as a result of any access (including but not limited to, installation, construction, maintenance, repair, and/or 9 operation of the irrigation pipeline) by the Grantee shall be held to a minimum and 10 shall be returned to the general condition it was found at the time of access including, but not limited to, repair of, or replacement in kind, of vegetation damaged during 11 access by the Grantee or its agent or contractor. 12 This easement shall replace and supersede that certain Deed of Easement previously recorded at Chelan County Auditor's File No. 774985 on July 12, 1977. 13 This easement shall run with Grantor's Property and Grantee's Property and shall 14 extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. 15 16 IN WITNESS WHEREOF, this instrument has been executed the day and year first 17 above written. 18 CITY OF CASHMERE, a municipal corporation 19 20 By: 21 Title: 22 23

24

1	State of Washington)	
2) ss County of Chelan	•
3	-	
4		before me, and said person acknowledged that he signed this
5	instrument, on oath stated that it as the	he was authorized to execute the instrument and acknowledged of City of Cashmere to be the free and voluntary act
6	of such party for the uses and p	of City of Cashmere to be the free and voluntary act purposes stated therein.
7	Dated this day o	of, 20
8		
9		NOTARY PUBLIC for the State of Washington
10		Printed Name
11		
12		My Appointment Expires
13		
14		
152	tate of Washington)) ss. 'ounty of Chelan	
16C	County of Chelan)	
17 18 ac 18 ^{ir}		satisfactory evidence that, is the said person acknowledged that she signed this instrument and l voluntary act for the uses and purposes mentioned in the
20	Dated this day of	, 2006.
21		NOTARY PUBLIC for the State of Washington
22		My Appointment Expires
23		
24		

10 11

23

DEED OF EASEMENT

The grantors, the CITY OF CASHMERE, for and in consideration of the \$1.00 and other valuable consideration, in hand paid, convey and warrant to MARGARET ELLEN BRENDER, the grantee, the address of whom is Route 1, Hazel Place, Cashmere, Washington, the followin described easement situate in the County of Chelan, State of Washington, to-wit:

On and under the westerly 50 feet of the northwest quarter of the southwest quarter of the northwest quarter of the southwest quarter of Section 5, Township 23 North, Range 19 E.W.M., Chelan County, Washington.

for the purpose of an easement for an irrigation line together with the right to come upon the property to repair and maintain said irrigation line. Said irrigation line must be installed within three years from the date of this instrument and the irrigation line must be installed at least two feet underground with no portions visable on the surface. Failure to comply with these provisions will effect a forfeiture of the easement. Furthermore, said easement shall be forfeited upon cessation of use of the irrigation line.

Dated this Goth day of the

FEE #300 FILED FUR RECORD UL 12 PM 4 39 Meld of East BOOK 7440 PAGE 15 18-14 CHILAN COUNTY AUDITOR WENATCHEE, WASH-

> ANDERSON, McCAULEY Law Offices

STATE OF WASHINGTON

COUNTY OF CHELAN

11

24

27

. 20

31

on this day personally appeared before me supported in the City OF CASHMERE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washingron residing at



-2-

LUI 598 HAVE 628



555033

10 100 51 Fd 4 06
200 51 Fd 4 06
200 51 Fd 4 06

Set to Summer to

Form 441-1-3tev.

Quit Claim Deed

THE GRANTOR THEADWELL-BRISKY CEMETERY ASSOCIATION, a corporation,

for and in consideration of the preservation of the graves now or hereafter located on the enclosed family plot on the hereinafter described premises convey and quincialm to The Town of Cashmere

the following described real estate, situated in the County of Cholan

State of Washington:

The Northwest Quarter (NW1) of the Southwest Quarter (SW1) of the Northwest Quarter (NW1) of the Southwest Quarter (SW1) of Section Five (5) Township Twenty-three (23) North, Range Nineteen (19), EWM.

(This Deed is given with the understanding that these premises will be used only for cemetery, park, or other similar public use including County or Town public road purposes and that the title to the graves now or hereafter placed in the enclosed family plot located thereon shall remainin the TREADWELL-BRISKY CEMETERY ASSOCIATION, subject, however, to such rules and regulations as Grantoe may make and adopt from time to time for the balance of said premises.)

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 30 day of June, 1959.

Dated this

TREADWELL-BRISKY CEPETERY ASSOCIATION
By:

STATE OF WASHINGTON.

(STAL)

On this day personally appeared before me
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that eighted the same as free and voluntary act and deed, for the
uses and purposes therein mentioned;

GIVEN under my hand and official seal this

day of

. 10

(area)

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

COUNTY OF MANAGET)

On this 30 day of June, 1959, before me, the undersigned a hotary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me JOHN W. BRISKY, and ALICE LEE, to me known to be the President and Secretary respectively of TREADWELL-BRISKY CEMETERY ASSOCIATION, a corporation, being the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

