KITTITAS COUNTY

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St. Suite 2 Ellensburg WA 98926 cds@co.kittitas.wa.us Office 509-962-7506 Fax 509-962-7682

Building Partnerships - Building Communities

NOTICE OF APPLICATION

Notice of Application:

Wednesday, May 18, 2016

Application Received:

Friday, April 15, 2016

Application Complete:

Tuesday, May 3, 2016

Project Name (File Number): Mitchell (SP-16-00001)

Applicant: Chuck Cruse authorized agent for Ron and Deborah Mitchell, landowner

Location: 1 parcel, located approximately 8 miles west of the City of Cle Elum at 820 Hidden Valley Terrace Road, in a portion of Section 31, T20N, R17E, WM in Kittitas County, bearing Assessor's map number 20-17-31050-0004.

Proposal: Chuck Cruse authorized agent for Ron and Deborah Mitchell, landowner, has submitted a preliminary short plat application to subdivide approximately 81.14 acres into three 20 acre lots and one 21.14 acre lot. The subject property is zoned Forest and Range.

Materials Available for Review: The submitted application and related filed documents may be examined by the public at the Kittitas County Community Development Services (CDS) office at 411 N. Ruby, Suite 2, Ellensburg, Washington, 98926, or on the CDS website at http://www.co.kittitas.wa.us/cds/current/short-plats.asp. Phone: (509) 962-7506

Written Comments on this proposal can be submitted to CDS any time prior to 5:00 p.m. on Thursday, 2 June, 2016. Any person has the right to comment on the application and request a copy of the decision once made.

Under Title 15A.03.080, Short Plat Projects are processed in an abbreviated administrative format, which does not involve a public hearing. All comments will be considered in the decision making process, and any person has the right to comment on this application and receive notification of the Community Development Services administrative decision, once made. Appeals to an administrative land use decision may be filed within 10 working days with the board of county commissioners as outline in Chapter 15A.07 of the Kittitas County Code. The current appeal fee is \$780.

Designated Permit Coordinator (staff contact): Jeff Watson, Staff Planner: (509) 933-8274; email at jeff.watson@co.kittitas.wa.us

Signature Planner of Record

5/18/2010

ANDERSON, STEPHEN G & LISABETH S 9805 112TH AVE NE KIRKLAND WA 98033-5167

CALLSVIK, GREG E & JOYCE L PO BOX 371 CLE ELUM WA 98922-0371 CATES, LAWRENCE J ETUX PO BOX 698 CLE ELUM WA 98922-0698

CHIPPS, ERIC W ETAL 6811 47TH AVE NE SEATTLE WA 98115 CRAMER, THEILINE W 265 MAIDEN LANE E SEATTLE WA 98112 GYLLING, JAMES ETUX 951 HIDDEN VALLEY TERR CLE ELUM WA 98922

HAMERLINCK, THOMAS G ETUX 9715 SE 7TH ST BELLEVUE WA 98004 HARMON, LESLIE L ETUX 1540 HIDDEN VALLEY RD CLE ELUM WA 98922 LANG, ALLEN 1750 HIDDEN VALLEY RD CLE ELUM WA 98922-8322

MITCHELL, RONALD F JR &
DEBORAH S
PO BOX 695
CLE ELUM WA 98922-0695

SEVERSON, RONALD F ETUX 1231 HIDDEN VALLEY RD CLE ELUM WA 98922 STEINKOENIG, KRISTINE PO BOX 95 ARNOLD MD 21012-0095

THOMPSON, DAVID B. ETUX 7416 2ND AVE NE SEATTLE WA 98115

NOTICE OF APPLICATION MITCHELL SHORT PLAT SP-16-00001

Project Name (File Number): Mitchell (SP-16-00001)

Applicant: Chuck Cruse authorized agent for Ron and Deborah Mitchell, landowner

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Designated Permit Coordinator (staff contact): Jeff Watson, Staff Planner: (509) 933-8274; email at jeff.watson@co.kittitas.wa.us

Notice of Application: Wednesday, May 18, 2016
Application Received: Friday, April 15, 2016
Application Complete: Tuesday, May 3, 2016
Wednesday, May 18, 2016

DAILY RECORD/KITTITAS PUB C/O IDAHO STATE JOURNAL RECEIVABLES PO BOX 1570 POCATELLO ID 83204 (509) 925-1414

ORDER CONFIRMATION

Salesperson: LAURA FISHBURN	Printed at 05/16/16 12:02 by 1fi18			
Acct #: 84329	Ad #: 1460017 Status: N Start: 05/18/2016 Stop: 05/18/2016 Times Ord: 1 Times Run: *** STD6 2.00 X 6.17 Words: 318 Total STD6 12.34 Class: 0001 LEGAL NOTICES Rate: LEG2 Cost: 106.74 # Affidavits: 1			
KC COMMUNITY DEVELOPMENT SERVICES 411 N. RUBY ST, SUITE 2 ELLENSBURG WA 98926				
Contact: STEPH MIFFLIN Phone: (509)962-7506 Fax#: Email: jeff.watson@co.kittitas.wa.u Agency:	Ad Descrpt: NOTICE OF APPLICATION Given by: JEFF WATSON Created: lfi18 05/16/16 11:45 Last Changed: lfi18 05/16/16 12:02			
PUB ZONE EDT TP START INS STOP DR A 97 S 05/18 IN A 97 S 05/18	SMTWTFS			

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact
your sales rep 24 hours prior to first run date to cancel order

Name (print or type)

Name (signature

(CONTINUED ON NEXT PAGE)

DAILY RECORD/KITTITAS PUB C/O IDAHO STATE JOURNAL RECEIVABLES PO BOX 1570 POCATELLO ID 83204 (509) 925-1414

ORDER CONFIRMATION (CONTINUED)

Salesperson: LAURA FISHBURN

Printed at 05/16/16 12:02 by 1fi18

Acct #: 84329

Ad #: 1460017

Status: N

NOTICE OF APPLICATION MITCHELL SHORT PLAT SP-16-00001

Project Name (File Number): Mitchell (SP-16-00001)

Applicant: Chuck Cruse authorized agent for Ron and Deborah Mitchell, landowner

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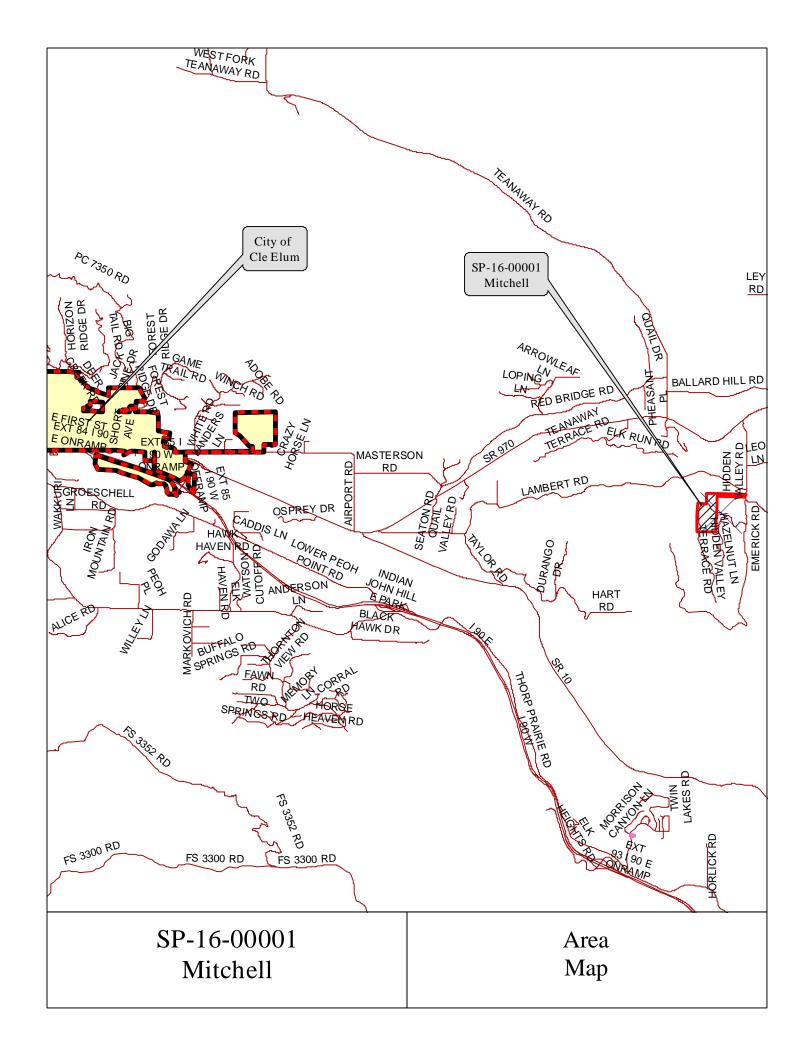
http://www.co.kittitas.wa.us/cds/current/short plats.asp. Phone: (509) 962-7506

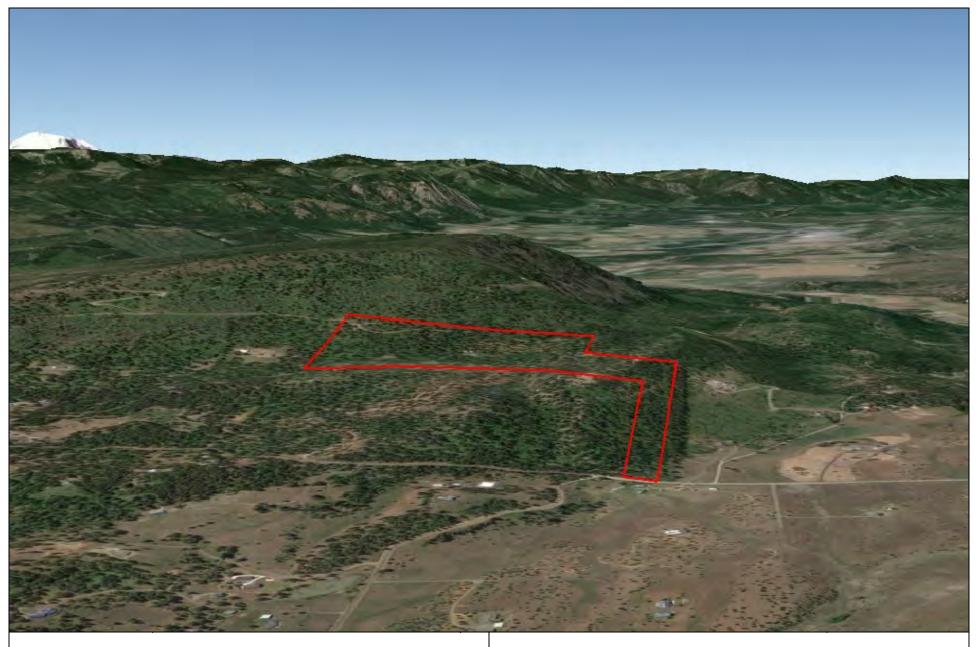
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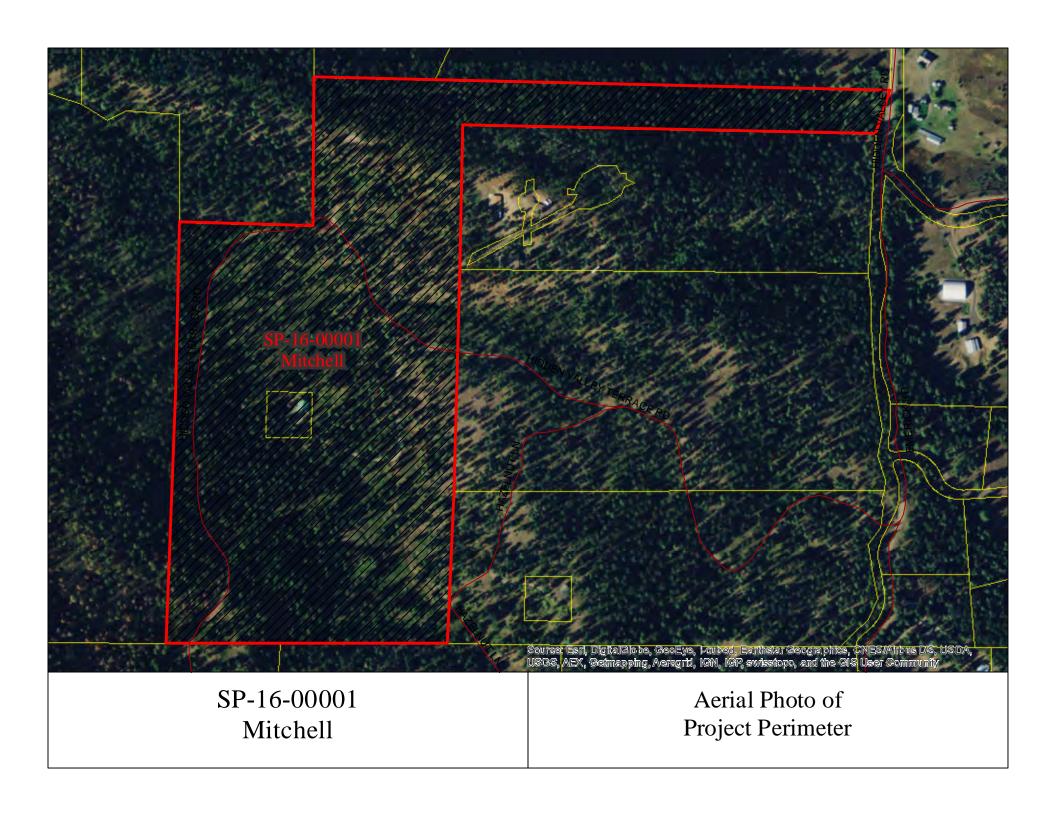
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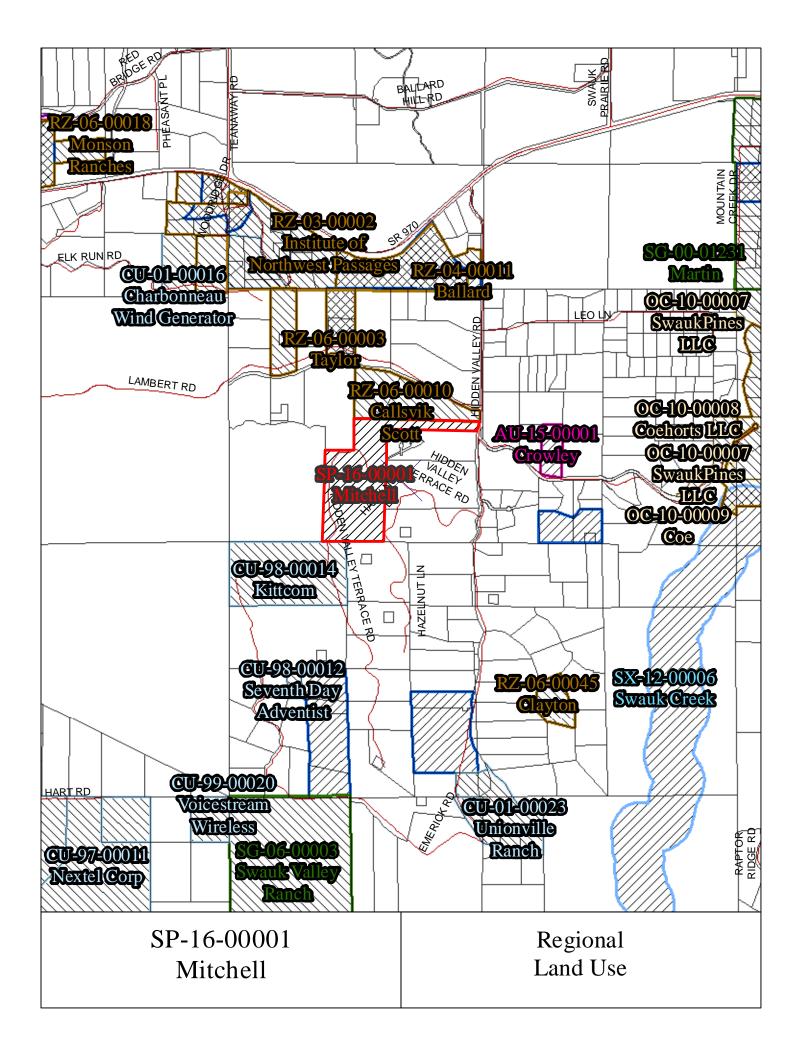


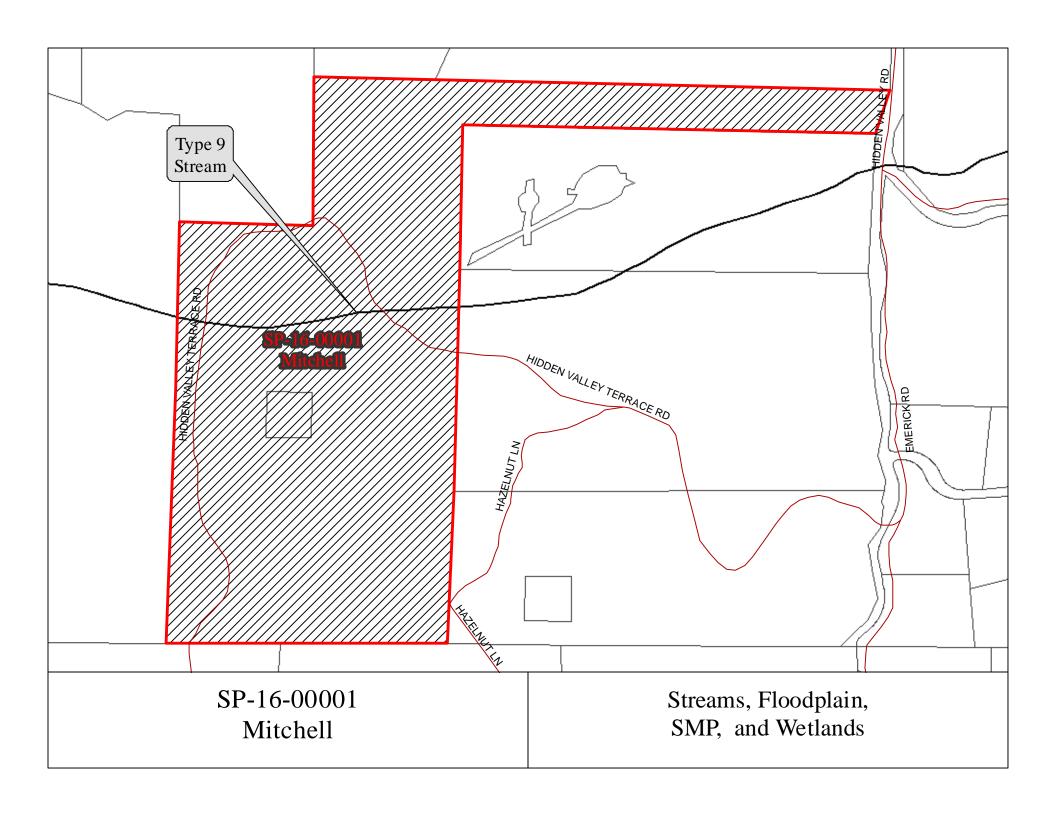
SP-16-00001 Mitchell

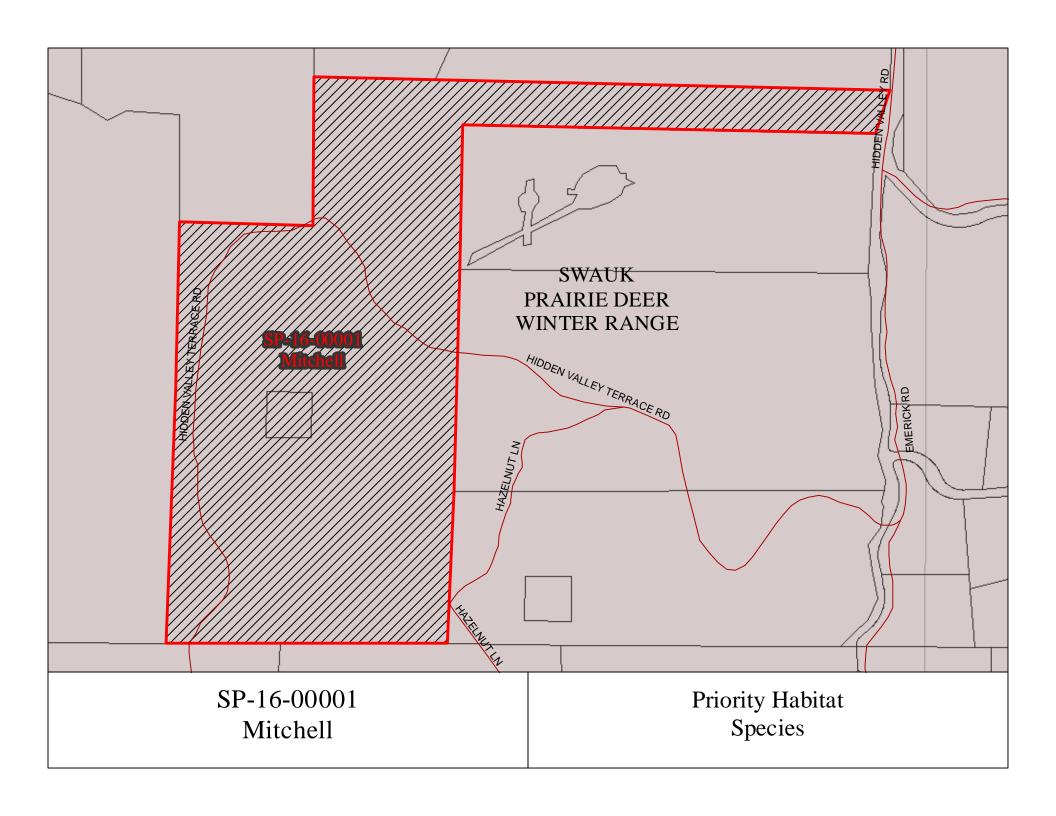
Oblique Aerial Photo of Project Perimeter

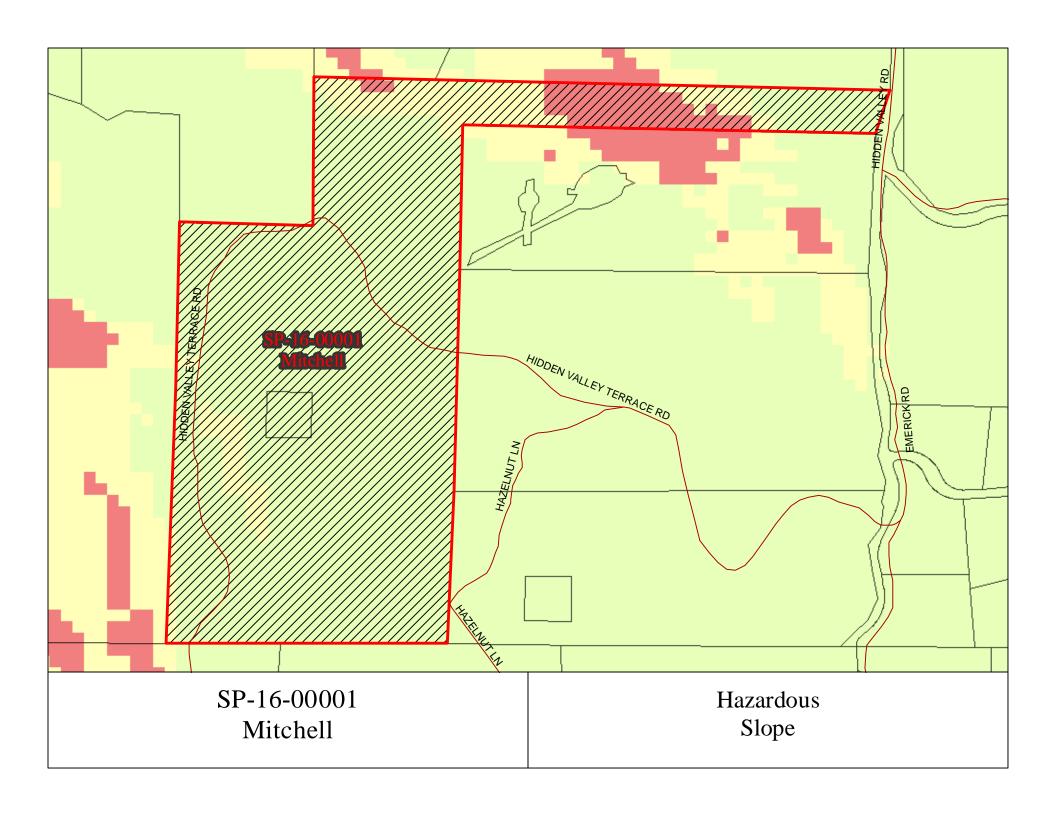








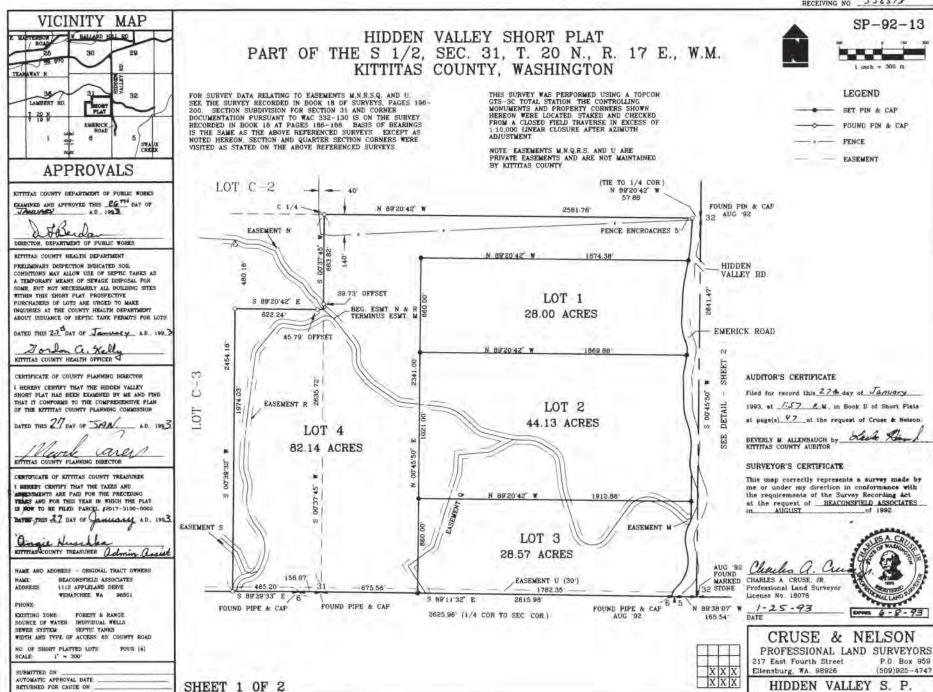




Critical Areas Checklist

Monday, May 16, 2016	
Application File Number SP-16-00001	44
Planner Jeff Watson	
Is SEPA required ☐ Yes ☑ No	*
Is Parcel History required? ☐ Yes ☑ No —	
What is the Zoning? Forest and Range	
Is Project inside a Fire District? ✓ Yes No —	
If so, which one? Fire District 7 (Cle Elum)	
Is the project inside an Irrigation District? ☐ Yes ✓ No	
If so, which one?	
Does project have Irrigation Approval? ☐ Yes ☑ No	
Which School District? Cle Elum-Roslyn School District	
Is the project inside a UGA? ☐ Yes ✓ No	
If so which one?	
Is there FIRM floodplain on the project's parcel? ☐ Yes ✓ No	
If so which zone? X	
What is the FIRM Panel Number? 5300950266B	
Is the Project parcel in the Floodway? $lacksquare$ Yes $lacksquare$ No	
Does the project parcel contain a shoreline of the State? \square Yes \blacksquare No	
If so what is the Water Body?	
What is the designation?	
Does the project parcel contain a Classified Stream? Yes No	
If so what is the Classification? Type 9 Unknown	
Does the project parcel contain a wetland? \square Yes \blacksquare No	
If so what type is it?	
Does the project parcel intersect a PHS designation?	
If so, what is the Site Name? SWAUK PRAIRIE DEER WINTER RANGE	
Is there hazardous slope in the project parcel? 🗹 Yes 💢 🗆 No	
If so, what type? All Grades	

Does the project parcel abut a DOT road?	es No	
If so, which one?		
Does the project parcel abut a Forest Service road?	☐ Yes ✓ No	
If so, which one?		
Does the project parcel intersect an Airport overlay	zone ?	✓ No
If so, which Zone is it in?		
Does the project parcel intersect a BPA right of way	or line?	✓ No
If so, which one?		
Is the project parcel in or near a Mineral Resource La	and? \square Yes	☑ No
If so, which one?		
Is the project parcel in or near a DNR Landslide area	? ✓ Yes	
If so, which one? Deep-seated rotational		
Is the project parcel in or near a Coal Mine area?	□ _{Yes} ✓	No
What is the Seismic Designation?		
Does the Project Application have a Title Report Atta	ached?	
Does the Project Application have a Recorded Surve	y Attached?	
Have the Current Years Taxes been paid?		



217 East Fourth Street

HIDDEN VALLEY S.

Ellensburg, WA. 98926

P.O. Box 959

Ph. (509) 925-4747

RECEIVING NO. __ 5545/3 SP-92-13 (TIE TO 1/4 COR.) N 89'20'42" W FND. PIN & CAP LEGAL DESCRIPTION GRAPHIC SCALE N 89'20'42" W 32 PARCEL C-1 OF THAT CERTAIN SURVEY RECORDED AUGUST 7, 1992 IN VOLUME 18 OF SURVEYS, PAGES 196 THROUGH 200, UNDER AUDITOR'S FILE NO. 551429, RECORDS OF N 03'53'47" KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE EAST HALF OF THE 121.07 SOUTHWEST QUARTER AND OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 17 EAST W.M. KITTITAS COUNTY, STATE OF WASHINGTON IN PEET LOT 1 inch = 200 ft. L=176 79 LEGEND DEDICATION SET PIN & CAP L=51.87'-N 11'45'55 E KNOW ALL MEN BY THESE PRESENT THAT BEACONSFIELD ASSOCIATES, A WASHINGTON GENERAL PARTNERSHIP, OWNER IN FEE SIMPLE OF THE HEREIN DESCRIBED REAL PROPERTY. FOUND PIN & CAP 57.35 HIDDEN VALLEY ROAD DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED, AND DEDICATE TO FENCE THE USE OF THE PUBLIC FOREVER ALL ROADS, STREETS, AVENUES, ALLEYS, PLACES, EASEMENTS OR WHATEVER PUBLIC PROPERTY SHOWN HEREON WHICH SHALL BE MAINTAINED BY L=154.21 R=980.00 EASEMENT THE KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES WHATSOEVER AGAINST ANY GOVERNMENT AGENCY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES AND PUBLIC PROPERTY WITHIN S 0233'42" W DETAIL SHOWN ON 128.98 IN WITNESS WHEREOF I HAVE SET MY HAND THIS !! DAY OF January L=148.44 A.D., 1993. R=520.00° / EMERICK ROAD I A SUPERSEDES THE DATA S BK 18, PGS, 186-188 BEACONSFIELD ASSOCIATES S 134741" E L=94.97 L=71.93 BARTON H. CLENNON MANAGING PARTNER R=225.00 L=23.04'-EMERICK ROAD S 10'23'23" W 104.81 1 = 18.17ACKNOWLEDGEMENT R=94 00 IT IS THE INTENT OF THIS SHORT PLAT TO DEDICATE THAT PORTION OF THE SOUTHEAST QUARTER OF SUBJECT N 00'41'03" W STATE OF WASHINGTON SECTION 31. WHICH LIES EASTERLY OF THE WEST RIGHT OF WAY BOUNDARY OF HIDDEN VALLEY AND EMERICK HIDDEN VALLEY / NOTE THIS ROAD DATA SURVEY RECORDED IN BR 85.105 COUNTY OF KITTITAS ROADS, AS SHOWN HEREON TO KITTITAS COUNTY. THIS IS TO CERTIFY THAT ON THIS 11th DAY OF JOINGAN L=112.60 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BARTON H. R=370.00 LOT CLENNON, TO ME KNOWN TO BE THE MANAGING PARTNER OF BEACONSFIELD ASSOCIATES. A WASHINGTON GENERAL PARTNERSHIP, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE S 18'07'14" E FREE AND VOLUNTARY ACT AND DEED OF SAID PARTNERSHIP, FOR THE USES AND PURPOSES 36.21 THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT L=178.28 R=430.00 WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN N 05'38'02" 58.90 L=102.14 Reliecca Drey TANGENT BEARS R=260 00' NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT WASHINGTON S 16'52'26" E N 00'45'50" E NEW ROAD R/W 195.51 SECTION LINE ENCROACHES APPROX. 7.5' EASEMENT M N 24'40'14" E N 00'45'50" E 3 L=129.70 130.68 R=210.00 P.R.C. -TANGENT BEARS AUDITOR'S CERTIFICATE N 10'43'02" 3 4729'38 W 61.08 Filed for record this 27th day of January L=262.00 LOT 3 1993, at 1:57 / M. in Book D of Short Plate NEW ROAD R/W R=257.88 at page(s) 48 at the request of Cruse & Nelson. EASEMENT U L=71.04 BEVERLY M. ALLENBAUGH by BEAR KITTITAS COUNTY AUDITOR (30') L=71 04 R=106.00 R=106.00 -5 891132 E 30' EASEMENT U CRUSE & NELSON 2615.98 TANGENT BEARS (LOT CORNER TO S 09'05'42" W SEE DETAIL AT RIGHT N 1/4 SEC. 6) PROFESSIONAL LAND SURVEYORS N 8938'07' W - 185 54

N 89'11'32"

SHEET 2 OF 2

9 98

THIS DETAIL NOT TO SCALE



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St. Suite 2 Ellensburg WA 98926 cds@co.kittitas.wa.us Office 509-962-7506 fities Fax 509-962-7682

Building Partnerships - Building Communities

May 3, 2016

Ron and Deborah Mitchell P.O. Box 695 Cle Elum WA 98922

Subject: Mitchell Short Plat, SP-16-00001

Dear Applicant,

Your application for a 4 lot short plat on approximately 81.14 acres of land that is zoned Forest and Range, located in a portion of section 31, township 20 N, range 17 E, WM in Kittitas County; Assessor's map number 20-17-31050-0004, was received on Friday, April 15, 2016. Your application has been determined complete as of Tuesday, May 3, 2016.

Continued processing of your application will include, but is not limited to, the following actions:

- 1. A Notice of Application will be sent to all adjoining property owners, governmental agencies, and interested persons.
- 2. Consideration of written comments from all adjoining property owners, governmental agencies, and interested persons.
- 3. Conditional Preliminary Approval may be issued. The conditional Preliminary Approval will be final unless appealed within 10 working days following the date of issuance.

If you have any questions regarding this matter, I can be reached at (509) 933-8274, or by e-mail at jeff.watson@co.kittitas.wa.us

Sincerely

Jeff Watson Staff Planner

CC via email Cruse and Associates to cruseandassoc@kvalley.com

SP-16-00001 Mitchell Master File@T: \CDS\Projects\Short Plats\SP 2016\SP-16-00001 Mitchell

Community Planning

Building Inspection

Plan Review

Administration

Permit Services

Code Enforcement



KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926 CDS@CO.KITTITAS.WA.US Office (509) 962-7506 Fax (509) 962-7682

"Building Partnerships - Building Communities"

SHORT PLAT APPLICATION (To divide a lot into no more than 4 lots, according to KCC 16.32)

Please type or print clearly in ink. Attach additional sheets as necessary. Pursuant to KCC 15A.03.040, a complete application is determined within 28 days of receipt of the application submittal packet and fee. The following items must be attached to the application packet.

REQUIRED ATTACHMENTS

Five large copies of short plat with all preliminary drawing requirements complete (reference KCC Title 16 Subdivision Code for plat drawing requirements) and one small 8.5"x11"copy.

Project Narrative responding to Questions 9-11 on the following pages.

OPTIONAL ATTACHMENTS

(Optional at submittal, required at the time of final submittal)

Certificate of Title (Title Report)

Computer lot closures

APPLICATION FEES:

\$3,240.00	Total fees due for this application (One check made payable to KCCDS)
\$570.00	Public Health Proportion (Additional fee of \$75/hour over 4 hours)
\$130.00	Kittitas County Fire Marshal
\$220.00	Kittitas County Department of Public Works
\$2,320.00	Kittitas County Community Development Services (KCCDS)

FOR STAFF USE ONLY

Application Received By CDS Staff Signature): Kittitas County CD DATE STAMP IN BOX

GENERAL APPLICATION INFORMATION

Landowner(s) signature(s	sy required on application form.	
Name:	Ron & Deborah Mitchell	
Mailing Address:	P.O. Box 695	
City/State/ZIP:	Cle Elum, WA 98922	
Day Time Phone:	(206) 999-4293	
Email Address:	ron e mitchell contractors. com	
Name, mailing address a If an authorized agent is	and day phone of authorized agent, if different from landowner of r indicated, then the authorized agent's signature is required for applicate	ecord: ion submittal.
Agent Name:	Chuck Cruse / Cruse & A ssoc.	
Mailing Address:	P.O. Box 959	
City/State/ZIP:	Ellensburg, WA 98926	
Day Time Phone:	(509) 962-8242	
Email Address:	Cruseandassoce kuclley.com	
	and day phone of other contact person	
Name, mailing address a If different than land own	and day phone of other contact person	
Name, mailing address a If different than land own Name:	and day phone of other contact person	
Name, mailing address a If different than land own Name: Mailing Address:	and day phone of other contact person	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP:	and day phone of other contact person	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP: Day Time Phone:	and day phone of other contact person er or authorized agent.	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP: Day Time Phone: Email Address:	and day phone of other contact person er or authorized agent.	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP: Day Time Phone: Email Address: Street address of proper	and day phone of other contact person er or authorized agent.	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP: Day Time Phone: Email Address: Street address of proper Address: City/State/ZIP: Legal description of proper	and day phone of other contact person er or authorized agent. ty: 820 Hidden Valley Terrace Cle Elum, WA 98922 perty (attach additional sheets as necessary):	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP: Day Time Phone: Email Address: Street address of proper Address: City/State/ZIP: Legal description of pro	and day phone of other contact person er or authorized agent. ty: 820 Hidden Valley Terrace Cle Elum, wa 98922 perty (attach additional sheets as necessary): 8k D of Short Plats, pas 47-48; S'/2 of Sec. 31, 7. 20 N., R. D. E., W. M.	
Name, mailing address a If different than land own Name: Mailing Address: City/State/ZIP: Day Time Phone: Email Address: Street address of proper Address: City/State/ZIP: Legal description of pro	and day phone of other contact person er or authorized agent. ty: 820 Hidden Valley Terrace Cle Elum, WA 98922 perty (attach additional sheets as necessary):	

PROJECT NARRATIVE

(INCLUDE RESPONSES AS AN ATTACHMENT TO THIS APPLICATION)

- 9. Narrative project description (include as attachment): Please include at minimum the following information is your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description. Y lot If w/ group B wells, m-lit lewage lyttems & private access comits, par the officer map.

 Are Forest Service roads/easements involved with accessing your development? If yes, explain. No
- 10.
- What County maintained road(s) will the development be accessing from? 11.



AUTHORIZATION

12. Application is hereby made for permit(s) to authorize the activities described herein. I certify that I am familiar witl the information contained in this application, and that to the best of my knowledge and belief such information i true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed and or completed work.

All correspondence and notices will be transmitted to the Land Owner of Record and copies sent to the authorized agent or contact person, as applicable.

Signature of Authorized Agent:

(REQUIRED if indicated on application

Signature of Land Owner of Record (Required for upplication submittal):

Date:

Date:

VICINITY MAP T 20 N T 19 N SHORT PLAT

APPROVALS

INTITIAS COUNTY DEPARTMENT OF PUBLIC WORKS EXAMPLED AND APPROVED THIS . _ A.D., 201__

MITTITAS COUNTY ENGINEER

KITTITAS COUNTY HEALTH DEPARTMENT

PRELIMINARY INSPECTION INDICATED SOIL CONDITIONS MAY ALLOW USE OF ON SITE SEWAGE SYSTEMS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRES AT THE COUNTY HEALTH DEPARTMENT ABOUT ISSUANCE OF ON SITE SEWAGE DISPOSAL PERMITS PTO LOTS

DATED THIS ___ DAY OF ____

KITTITAS COUNTY HEALTH OFFICER

CERTIFICATE OF COUNTY PLANNING DIRECTOR

HERERY CERTIFY THAT THE MITCHELL SHORT PLAT HAS BEEN EXAMPLED BY ME AND FIND THAT IT CONFORMS TO THE COMPREHENSIVE PLAN OF THE KITTITAS COUNTY PLANNING COMMISSION.

DATED THIS ___ DAY OF _

KITHTAS COUNTY PLANNING DIRECTOR

CERTIFICATE OF IGITITAS COUNTY TREASURER I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ARE PAID FOR THE PRECEDING YEARS AND FOR THIS YEAR IN WHICH THE PLAT IS NOW TO BE FILED.

DATED THIS ___ DAY OF _

KITHTAS COUNTY TREASURER

PARCEL NO. 11292 & 416236

NAME AND ADDRESS - ORIGINAL TRACT OWNERS

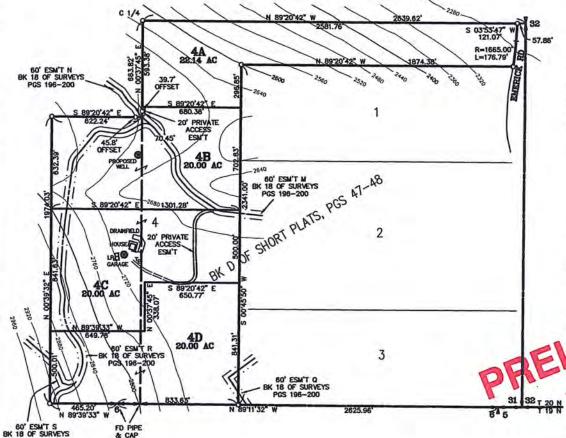
RON & DEBORAH MITCHELL P.O. BOX 695 ADDRESS: CLE ELUM, WA 98922-0695

(208) 999-4293 EXISTING ZONE: FOREST & RANGE

SOURCE OF WATER: GROUP B WELLS SEWER SYSTEM: ON SITE SEWAGE SYSTEMS
STORM WATER: NO IMPROVEMENTS PER THIS APP. WIDTH AND TYPE OF ACCESS: PRIVATE ACCESS ESM'TS NO. OF SHORT PLATTED LOTS: FOUR (4) SCALE: 1" = 300"

SURPRITTED ON-AUTOMATIC APPROVAL DATE: RETURNED FOR CAUSE ON:

MITCHELL SHORT PLAT PART OF SECTION 31, T. 20 N., R. 17 E., W.M. KITTITAS COUNTY, WASHINGTON







LEGEND

SET 5/8" REBAR W/ YELLOW CAP - "CRUSE 18078"

- FOUND PIN & CAP

FENCE

WELL

--- EASEMENT

ORIGINAL PARCEL DESCRIPTION

LOT 4, OF HIDDEN VALLEY SHORT PLAT, KITTITAS COUNTY SHORT PLAT NO. SP-92-13, AS RECORDED JANUARY 27, 1993, IN BOOK D OF SHORT PLATS, PAGES 47 AND 48, UNDER AUDITOR; S FILE NO. 556513, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AUDITOR'S CERTIFICATE

Filed for record this_ M., in Book L of Short Plots _at the request of Cruse & at page(s)_

RECEIVING NO.

JERALD V. PETTIT by KITTITAS COUNTY AUDITOR

This map correctly represents a survey made by me or lander my direction in conformance with the sequirements of the Survey Reportally Act at the request of RRN MITCHELL in MARCH of 2016.

wach a. Wille CHARLES A. CRUSE, JR. Professional Land Surveyor

License No. 18078

4-14-16



CRUSE & ASSOCIATES PROFESSIONAL LAND SURVEYORS

217 E. Fourth St. Ellensburg, WA 98926

P.O. Box 959 (509) 962-8242

MITCHELL SHORT PLAT

SHEET 1 OF 2



Chicago Title Insurance Company

POLICY NO - 7230647-45174515

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Pate of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1 Title being vested other than as stated in Schedule A.
- 2 Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) .1 defect in the Title cansed by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) furbire to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a fulsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding
 - h) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid,
 - (e) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3 Unmarketable Title
- J. No right of access to and from the Land
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Lund,
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - td) environmental protection
 - if a natice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that natice.
- 6 . In enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 If a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The ever case of the rights of emment domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8 . Inv taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge
- 9 Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land accurring prior to the 11 ansaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bank ruptcy, state insolvency, or similar creditors' rights laws; or
 - the hecutive the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or hen or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule 1.

The Company will also pay the casts, attorneys fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN HITTNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Countersigned

Authorized Securiors

W W

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1716/09/16

EXCLUSIONS FROM COVERAGE

- he following matters are expressly excluded from the enverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of
 - Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land:
 - the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdisisson of land; or
 - (iv) environmental protection:
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of emineur domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, fiens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant:
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title. (2)
- Vay claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- a fraudulent conveyance or fraudulent transfer; or
- a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Justiance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions
 - (b) "Date of Policy": The date designated as 'Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity
 - (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- (B) successors to an insured by dissolution, merger, consolidation, distribution, or reorganization:
 - (C) successors to an Insured by its conversion to another kind of Entity;
- (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the little
- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured.
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A). (B). (C). and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insureri
 - (e) "fosured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy,
- (b) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law
- (i) "Public Records". Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall the include environmental protection hers filed in the records of the eleck of the United States District Court for the district where the Land is located
- "Title": The estate or interest described in Schedule A.
 "Unmarketable Title". Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in layor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently
- (e) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, provocuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the

opinion of the Company may be necessary or designable to establish the Title or any other matter as assured. If the Company is prejudiced by the failure of the Insured to famish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any linguism, with regard to the matter or matters requiring such esoperation.

(40) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, c-mails, diskn. tipes, and videos whether hearing a date before or after Date of Policy, that reasonably neutain to the loss or damage. Further, if requested by any authorized representative of the Company, the Instired Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Clamant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

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

(a) To Pay or Tender Payment of the Amount of Insurance

To pay or lender payment of the Amount of Insurance under this policy together with any costs, attorneys' lees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claumant
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b(t)) or (ii), the Company's obligations to the Instired under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indomnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance, or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured.
 - (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the less or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, afterneys fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no finbility for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (e) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit (without the prior written consent of the Company.
- 10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments unde for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is executed by an insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person of property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms of conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (e) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

Fidelity National Financial Group of Companies' Privacy Statement July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- · From your transactions with, or from the services being performed by, us, our affiliates, or others;
- · From our internet web sites:
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information
We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access
or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with
providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer Fidelity National Financial, Inc. 4050 Calle Real, Suite 220 Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

SCHEDULE A

Chicago Title Insurance Company 171 N Clark St.

Chicago, IL 60606

Order Number Policy Number

Date of Policy

Amount of Insurance

Premium Amount

79298AM

7230647-45174515

March 15, 2016

\$1,000,000.00

\$2,536.00

Endorsements

1:48PM

Premium: \$0.00

Nos.: Owners Endorsements: NONE

Address Reference: 820 Hidden Valley Terrace, Cle Elum, WA 98922

1. Name of Insured:

Ronald F Mitchell Jr. and Deborah S Mitchell

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

Title is vested in:

Ronald F Mitchell Jr. and Deborah S Mitchell, husband and wife

4. The Land referred to in this policy is described as follows:

Lot 4, of HIDDEN VALLEY SHORT PLAT, Kittitas County Short Plat No. SP-92-13, as recorded January 27, 1993, in Book D of Short Plats, pages 47 and 48, under Auditor's File No. 556513, records of Kittitas County, State of Washington; being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

END OF SCHEDULE A

SCHEDULE B

Order No.: 79298AM Policy No.: 7230647-45174515

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorncy's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.

 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements, or claims of easements, not shown by the public records.

 Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

 Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

General Taxes and Assessments – total due may include fire patrol assessment, weed levy
assessment and/or irrigation assessment, if any. Taxes noted below do not include any
interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: or call their office at (509) 962-7535.

Tax Year: 2016
Tax Type: County

Total Annual Tax: \$3,266.17

Tax ID #: 20-17-31050-0005 (11292)
Taxing Entity: Kittitas County Treasurer

First Installment: \$1,633.09 First Installment Status: Paid

First Installment Due/Paid Date: April 30, 2016

Second Installment: \$1,633.08 Second Installment Status: Due

Second Installment Due/Paid Date: October 31, 2016

9. Tax Year: 2016

Tax Type: County

Total Annual Tax: \$58.03

Tax ID #: 20-17-31050-0004 (416236)
Taxing Entity: Kittitas County Treasurer

First Installment; \$29.02 First Installment Status: Paid

First Installment Due/Paid Date: April 30, 2016

Second Installment: \$29.01 Second Installment Status: Paid

Second Installment Due/Paid Date: October 31, 2016

 Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,

Recorded: August 7, 1992

Book: 18 of Surveys Page: 196 through 200

Instrument No.: 551429

Matters shown:

- a) Location of fenceline in relation to the North boundary
- b) Location of 60° Easements M, N, Q, R and S
- c) Location of 30' Easement U
- d) Note which states the existing roads are dirt and wander within the easements shown thereon
- e) All other notes contained thereon
- 11. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: August 18, 1992 Instrument No.: 551776

Said Declaration also contains easement and maintenance provisions.

Addendum to said Declaration recorded September 23, 1992, under Auditor's File No 552986.

12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument;

Purpose: Easement for ingress, egress and utilities 60,00 feet in width, 30,00 feet on each side of the following described centerline:

Beginning at the Northerly corner on the Westerly most line of Lot C-1 of that certain survey recorded August 7, 1992 in Book 13 of Surveys, at pages 196 through 200, under Auditor's File No. 551429, records of Kittitas County, Washington; being a portion of the East Half of the Southwest Quarter and of the Southeast Quarter of Section 31, Township 20 North, Range 17 East. W.M., Kittitas County, Washington;

Thence South 00°39'32" West, along said Westerly most line, 380.00 feet to the true point of beginning of said centerline; thence North 70°00'00" East, 121.90 feet, more or less to the Westerly boundary of casement "R" as recorded on said survey (Book 18 of Surveys, pages 196 through 200) and the terminus of said centerline.

Recorded: September 23, 1992

Instrument No.: 552987 Book 335, Page 913 and 914 Affects: Portion said premises

 Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Hidden Valley Short Plat,

Recorded: January 27, 1993

Book: D of Short Plats Page: 47 and 48

Instrument No.: 556513

56513

Matters shown:

a) Dedication thereon which states:

"Know all men by these present that Beaconsfield Associates, a Washington General Partnership, owner in fee simple of the herein described real property, does hereby declare, subdivide and plat as herein descried, and dedicate to the use of the public forever all roads, streets, avenues, alleys, places, easements or whatever public property shown hereon which shall be maintained by the Kittitas County Department of Public Works and do hereby waive all claims for damages whatsoever against any government agency arising from the construction and maintenance of public facilities and public property within the subdivision so platted."

- b) 60° easements M, N, Q, R and S
- c) 30' Easement U
- d) Location of fenceline in relation to the North boundary
- e) Notes contained thereon
- 14. Encroachment of fence onto said premises on the North, as disclosed by Survey recorded August 7, 1992, in Book 18 of Surveys, pages 196 through 200, under Auditor's File No. 551429 and by Hidden Valley Short Plat recorded January 27, 1993, in Book D of Short Plats. page 47 and 48, under Auditor's File No. 556513.
- 15. Right, title and interest of owner of land adjoining on the North as to that portion of said land between the fence and the property line, as disclosed by Survey recorded August 7, 1992, in Book 18 of Surveys, pages 196 through 200, under Auditor's File No. 551429 and by Hidden Valley Short Plat recorded January 27, 1993, in Book D of Short Plats, page 47 and 48, under Auditor's File No. 556513.

16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Purpose: A non-exclusive easement 15 feet in width lying Westerly of, adjacent to and abutting the West lines of Lots 1, 2 and 3 of the Hidden Valley Short Plat as per Short Plat No. 92-13 recorded in Book D of Short Plats, pages 47 and 48, records of Kittitas County, Washington, located in the Southeast Quarter of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, Washington. Said easement extends from the South boundary projected of Lot 3 to the North boundary projected of Lot 1 and lies within Lot 4 of Hidden Valley Short Plat. Said easement is for the purpose of constructing, utilizing and maintaining underground utilities.

And

An casement 30,00 feet in width, lying 15.00 feet on each side of the following described centerline: Beginning at the Southwest corner of Lot 1 of the Hidden Valley Short Plat (Kittitas County Short Plat No. 92-13); thence North 00°45′50" East, along the West line of said Lot 1, 44.05 feet to the true point of beginning of said described centerline; thence South 76°10′58" West, 40.24 feet; thence South 65°41′03" West, 101.63 feet; thence South 79°28′00" West, 90.53 feet to a point of curvature; thence along a 210.00 feet radius curve to the left, an arc distance of 143.57 feet, through a central angle of 39°10′14" to a point of tangency; thence South 40°17′46" West, 80.18 feet, more or less, to a point of intersection with the centerline of Easement "M" of that certain survey recorded in Book 18 of Surveys, pages 196 through 200 and the terminus of said described centerline. Said easement affects Lot 4 of said Short Plat. This easement is for the sole purpose of ingress and egress to Lot 1, Hidden Valley Short Plat.

Recorded: June 30, 1993 Instrument No.: 560808

Book 343, Pages 1683 and 1684 Affects: Portion said premises

17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Public Utility District No. 1 of Kittitas County

Purpose: To place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, either overhead or underground, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Recorded: May 15, 1996 Instrument No.: 199605150018 Affects: Portion said premises

 Residential Agreement for Purchase of Power and the terms and conditions contained therein Between: Public Utility District No. 1 of Kittitas County, a Washington corporation, or Ellensburg Washington

And: Mr. Steven Cramer Recorded: November 1, 1996 Instrument No.: 199611010039 19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Purpose: Easement 60.0 feet in width, 30.00 feet on each side of the following described centerline:

Beginning at the Northwest corner of Lot 4 of the Hidden Valley Short Plat (Kittias County Short Plat No. SP-92-13) as per short plat thereof recorded in Book D of Short Plats, at pages 47 and 48, records of Kittias County, Washington, being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., Kittias County, State of Washington, Thence South 00°39°32" West, along the West line of said Lot 4, 285.88 feet, to the true point of beginning for said described centerline; Thence South 55°28'22" East, 167.34 feet, more or less, to the centerline of Easement R as shown on the said Hidden Valley Short Plat and more specifically shown and delineated on that certain survey recorded in Book 18 of Surveys at pages 196-200, records of said County and state, and the terminus of said described centerline. The sidelines of said easement to be lengthened or shortened to intersect with the centerline of said Easement R and the West boundary of said Short Platted Lot 4. This easement is for the purposes of providing ingress and egress. Said easement is retained for the benefit of grantor, her heirs, successors and assigns.

An casement 10.00 feet in width, 5.00 feet on each side of the following described centerline: Beginning at the Southeast corner of Lot 4 of the Hidden Valley Short Plat (Kittitas County Short Plat No. SP-92-13) as per short plat thereof recorded in Book D of Short Plats at pages 47 and 48, records of Kittitas County, Washington, being a portion of the South Half of Section 31. Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington; Thence North 00°45'50" East, along East line of said Lot 4, 47.09 feet, more or less, to the intersection of said East line with the existing underground utility line; which intersection is the true point of beginning for said described centerline;

Thence along the underground utility line the following bearings and distances:
North 41°54°36" West, 36.61 feet; North 37°38'18" West, 56.03 feet; North 44°16'15" West,
72.67 feet; North 50°00'48" West, 86.50 feet; North 62°33'51" West, 43.65 feet; North
57°33'15" West, 68.56 feet; North 19°37'30" West, 91.45 feet; North 21°52'28" West,
130.34 feet; North 35°47'56" West, 49.71 feet; North 17°49'23" West, 158.00 feet; North
29°36'29" West, 83.26 feet; North 31°59'22" West, 139.07 feet, North 11°28'53" East, 24.41
feet: North 15°46'02" West, 6.09 feet; North 60° 03'06" West, 35.80 feet; North 73°11'26"
West, 47.02 feet; North 47°28'16" West, 34.68 feet; North 56°57'14" West, 40.95 feet, more
or less, to the middle of the existing power vault; thence continuing North 56°57'14" West,
5.00 feet to the terminus of said described centerline. The sidelines of said easement to be
lengthened or shortened to intersect the East line of said Lot 4. Said easement is for use and
maintenance of underground utility line. Said easement is utilized in common by Grantor and
Grantees and is for the benefit of the heirs, successors and assigns of Grantor and Grantees.

An easement 10.00 feet in width, 5.00 feet on each side of the following described centerline: Beginning at the Northwest corner of Lot 4 of the Hidden Valley Short Plat (Kittitas County Short Plat No. SP-92-13) as per short plat thereof recorded in Book D of Short Plats, at pages 47 and 48, records of Kittitas County, Washington; being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington; Thence South 00°39'32" West, along the West line of said Lot 4, 285.88 feet;

Thence South 55°28'22" East, 167.34 feet, more or less, to the centerline of Easement R as shown on said Hidden Valley Short Plat and more specifically shown and delineated on that certain survey as recorded in Book 18 of Surveys at pages 196-200, records of Kittitas County, Washington, and the true point of beginning of said described centerline; Thence continuing South 55°28'22" East, 157.16 feet; Thence South 51°31'08" East, 510.82 feet;

Thence South 08°27'21" East, 178.17 fect: Thence South 62°51'18" West, 101.10 feet, more or less, to the middle of the existing power vault; Thence continuing South 62°51'18" West, 5.00 feet to the terminus for said described centerline. The sidelines of said easement to be lengthened or shortened to intersect the centerline of said Easement R. Said easement is for the purpose of installation, use and maintenance of underground utility lines and is for the benefit of Grantor, her heirs, successors and assigns.

Recorded: April 11, 2001 Instrument No.: 200104110061 Affects: Portion said premises

20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Purpose: Emergency Access Recorded: September 17, 2013 Instrument No.: 201309170026 Affects: Portion said premises

21. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$675,000.00 Dated: March 4, 2016

Trustor/Grantor: Ronald F Mitchell Jr. and Deborah S Mitchell, husband and wife

Trustee: Amerititle, Inc.

Beneficiary: Jacques J Peschon and Tracy R Peschon, husband and wife

Recorded: March 15, 2016 Instrument No.: 201603150014

END OF SCHEDULE B

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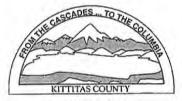
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NO CLOSURE ERROR Area = 871200.01 so ft 20.00000 ac



KITTITAS COUNTY PERMIT CENTER 411 N. RUBY STREET, ELLENSBURG, WA 98926

RECEIPT NO.: 00029560

COMMUNITY DEVELOPMENT SERVICES (509) 962-7506

PUBLIC HEALTH DEPARTMENT (509) 962-7698

DEPARTMENT OF PUBLIC WORKS

(509) 962-7523

Account name:

031315

Date: 4/15/2016

Applicant:

RON & DEBORAH MITCHELL

Type:

check # 11784

Permit Number	Fee Description	Amount
SP-16-00001	CDS FEE FOR SHORT PLAT	2,320.00
SP-16-00001	EH SHORT PLAT FEE	570.00
SP-16-00001	PUBLIC WORKS SHORT PLAT FEE	220.00
SP-16-00001	FIRE MARSHAL SHORT PLAT FEE	130.00
	Total:	3,240.00