

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"

SP17-00001

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:

| | |
|-------------------|--|
| \$2,350.00 | Kittitas County Community Development Services (KCCDS) |
| \$420.00 | Kittitas County Department of Public Works |
| \$130.00 | Kittitas County Fire Marshal |
| \$650.00 | Kittitas County Public Health (Additional fee of \$75/hour over 4 hours) |
| \$3,550.00 | Total fees due for this application (One check made payable to KCCDS) |

FOR STAFF USE ONLY

RECEIVED

Application Received By (CDS Staff Signature):

DATE:

6-16-17

RECEIPT #

JUN 16 2017
Kittitas County CDS

DATE STAMP IN BOX

COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT

FORM LAST REVISED: 12-30-15

Page 1 of 3

GENERAL APPLICATION INFORMATION

1. **Name, mailing address and day phone of land owner(s) of record:**

Landowner(s) signature(s) required on application form.

Name: Kittitas County Public Works

Mailing Address: 411 North Ruby, Suite 1

City/State/ZIP: Ellensburg, WA 98926

Day Time Phone: 509-962-7523

Email Address: mark.cook@co.kittitas.wa.us

2. **Name, mailing address and day phone of authorized agent, if different from landowner of record:**

If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

Agent Name: Mark R. Cook

Mailing Address: 411 North Ruby, Suite 1

City/State/ZIP: Ellensburg, WA 98926

Day Time Phone: 509-962-7523

Email Address: mark.cook@co.kittitas.wa.us

3. **Name, mailing address and day phone of other contact person**

If different than land owner or authorized agent.

Name: _____

Mailing Address: _____

City/State/ZIP: _____

Day Time Phone: _____

Email Address: _____

4. **Street address of property:**

Address: 440 Ringer Loop Road

City/State/ZIP: Ellensburg, WA 98926

5. **Legal description of property (attach additional sheets as necessary):**

See attached EXHIBIT 1

6. **Tax parcel number(s):** 250333

7. **Property size:** 59.9 acres (survey)

8. **Land Use Information:**

Zoning: Agriculture 20

Comp Plan Land Use Designation: Rural Working

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2. Name, mailing address and day phone of authorized agent, if different from landowner of record:

If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.

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Mailing Address: 411 North Ruby, Suite 1

City/State/ZIP: Ellensburg, WA 98926

Day Time Phone: 509-962-7523

Email Address: mark.cook@co.kittitas.wa.us

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If different than land owner or authorized agent.

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City/State/ZIP: _____

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7. Property size: 59.9 acres (survey)

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Zoning: Agriculture 20

Comp Plan Land Use Designation: Rural Working

PROJECT NARRATIVE

(INCLUDE RESPONSES AS AN ATTACHMENT TO THIS APPLICATION)

- 9. **Narrative project description (include as attachment):** Please include at minimum the following information in 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. **SEE ATTACHED EXHIBIT 2**
- 10. **Are Forest Service roads/easements involved with accessing your development?** If yes, explain.
No.
- 11. **What County maintained road(s) will the development be accessing from?**
Ringer Loop Road

AUTHORIZATION

- 12. Application is hereby made for permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I 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)

X Mark R Cook

Date:

06-16-2017

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

X David Rafinesse

Date:

6-16-2017

EXHIBIT 1 – LEGAL DESCRIPTION

Lot 4 and that portion of Lots 2 and 3; and that portion of the East Half of the Southwest Quarter of Section 30, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the South and West boundary line of the right of way of the Northern Pacific Railway Company.

EXCEPT

1. That portion of the South Half of the Southwest Quarter of Section 30, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, which lies Southwesterly of the right of way of the Northern Pacific Railway and Southerly of the County Road known as Ringer Road.
2. That portion of Government Lot 2, Section 30, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, which lies Northerly of Line "B" as shown and delineated on that certain survey filed March 22, 1988, in Volume 15 of Surveys, page 143, under Auditor's File No. 511376, records of said County.
3. Right of Way of Ringer County Road.

EXHIBIT 2

Papineau short plat

Kittitas County tax parcel database information identifies the Papineau property (250333) as being 61.75 acres. Kittitas County Public Works survey confirms parcel size as being 59.9 acres. The Yakima Integrated Plan Habitat Subcommittee is funding the acquisition of 39.9 acres of Papineau land associated with recurrent flooding at 440 Ringer Loop Road. The mother parcel is split into two parcels leaving a 20 acre parcel with all land improvements. The remaining parcel, 39.9 acres, is being used for floodplain development. The remaining parcel is served by an existing single family well and onsite septic system. No development of the 39.9 acre parcel is proposed other than supporting floodplain restoration activities (vegetation establishment, channel grading and other similar activities supporting floodplain establishment).

The 39.9 acres will provide floodplain storage when the Yakima River is in flood condition. Kittitas County Public Works will be owner of the 39.9 acre parcel and David Papineau will retain the remaining 20 acre parcel (440 Ringer Loop Road, Ellensburg, WA 98926). Existing water rights are being separated on a pro-rata (acre) share basis supporting land acquisition of the 39.9 acre parcel. The 39.9 acre parcel has been continuously supporting irrigated agricultural production for numerous years. Since November 2015, this parcel has been repeatedly subjected to flooding by the Yakima River resulting in the closure of Ringer Loop Road alongside the 39.9 acre parcel.

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company



101 W Fifth Ellensburg, WA 98926
(509)925-1477 FAX (509)962-8325

AMENDED PRELIMINARY TITLE COMMITMENT ATTACHED

Date: September 16, 2016 **File No.:** 82756AM

Property: 440 Ringer Loop Road, Ellensburg, WA 98926

Buyer/Borrower: To Follow

Seller: David Papineau and Bette Papineau

In connection with the above referenced transaction, we are delivering copies of the Title Commitment to the following parties:

Listing Agent:

Roland Resources, Inc.
2800 156th Ave. SE, Ste. 200
Bellevue, WA 98007
Attn: Faith Roland

Selling Agent:

Attn:

Lender:

Attn:

Seller:

David Papineau and Bette Papineau
440 Ringer Loop Road
Ellensburg, WA 98926

Buyer/Borrower:

To Follow

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company



101 W Fifth Ellensburg, WA 98926
(509)925-1477 FAX (509)962-8325

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Title Officer

Sidney Martin
101 W Fifth
Ellensburg, WA 98926
Sidney.Martin@amerititle.com
(509) 925-1477

Email escrow closing documents to:

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company



101 W Fifth Ellensburg, WA 98926
(509)925-1477 FAX (509)962-8325

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid, government issued photo I.D.

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact your title officer, Sidney Martin

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company

TITLE INSURANCE COMMITMENT
BY
Chicago Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

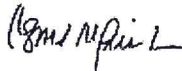
The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CHICAGO TITLE INSURANCE COMPANY

By:



President



By: 

Secretary


Issued by: AmeriTitle, Inc.

By: _____

Authorized signer

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company

SCHEDULE A

Order No.: **82756AM**

1. Effective date: **August 10, 2016 at 7:30 A.M**
2. Policy or Policies to be issued:

(a) **ALTA Owner's Policy** **Standard Coverage** **Extended Coverage**
(6-17-06)
Amount: TBD
Premium: \$0.00

Proposed Insured:

To Follow

(b) **ALTA Loan Policy** **Standard Coverage** **Extended Coverage**
(6-17-06)
Amount:
Premium: \$0.00

Endorsements:

Proposed Insured:

3. FEE SIMPLE interest in the Land described in this Commitment is owned, at the Commitment Date, by:

David Papineau, as his separate estate

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

Lot 4 and that portion of Lots 2 and 3; And that portion of the East Half of the Southwest Quarter of Section 30, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the South and West boundary line of the right of way of the Northern Pacific Railway Company.

EXCEPT

1. **That portion of the South Half of the Southwest Quarter of Section 30, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, which lies Southwesterly of the right of way of the Northern Pacific Railway and Southerly of the County Road known as Ringer Road.**
2. **That portion of Government Lot 2, Section 30, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, which lies Northerly of Line "B" as shown and delineated on that certain survey filed March 22, 1988, in Volume 15 of Surveys, page 143, under Auditor's File No. 511376, records of said County.**
3. **Right of way of Ringer County Road.**

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- e. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.
To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.
- f. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Ptn of Gvmt Lots 2, 3 and 4, Section 30, Township 17N, Range 19E, W.M.
- g. The company will require completion of an owner's affidavit and indemnity by the owners of the property herein described.
- h. Any conveyance or encumbrance executed by the herein named party must also be executed by the spouse or domestic partner of said party, if married or in a domestic partnership.
Named party: David Papineau

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 2: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 3: According to the available County Assessor's Office records, the purported address of said land is:

440 Ringer Loop Road, Ellensburg, WA 98926

Customer Reference No.

File No. 82756AM / Underwriter: Chicago Title Insurance Company

Note No. 4: To assist you with RESPA compliance, be advised that the agent/underwriter split associated with the policy(ies) to be issued are as follows:

As to any Owners policy of title insurance proposed in Schedule A:

Agent \$0.00 Underwriter \$0.00

As to any Lenders policy of title insurance proposed in Schedule A:

Agent \$0.00 Underwriter \$0.00

As to any Endorsements proposed in Schedule A:

Agent \$0.00 Underwriter \$0.00

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the 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.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof..
3. Easements, liens or encumbrances, or claims thereof, which are, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records..
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights,, claims or title to water.
6. 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.
7. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
9. 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: \$3,473.78
Tax ID #: 250333
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,736.89
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2016
Second Installment: \$1,736.89
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2016

Customer Reference No.

File No. 82756AM / Underwriter: Chicago Title Insurance Company

10. The lien of real estate Excise Tax upon any sale of said premises, if unpaid.

- Properties located inside Kittitas County, the total rate is 1.53% of the total sales price

11. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

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

Granted To: The County of Kittitas

Purpose: County road

Dated: April 10, 1912

Book 23 of Deeds, Page 588

Affects: A portion of said premises

13. The provisions contained in Deed,

Recorded: September 25, 1933,

Book 54 of Deeds, page 167.

As follows:

"Reserving all waters and water rights, but granting the use of any surplus water appurtenant thereto when not needed by grantors, the grantee to assist in the maintenance of the irrigation ditch carrying such water from where said ditch crosses the State Highway to the point where it crosses the railway right of way."

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

Granted To: Puget Sound Power and Light Company

Purpose: Construct, erect, alter, improve repair, operate and maintain electric transmission and distribution line consisting of a single line of poles with necessary appurtenances

Recorded: December 21, 1939

Book 61 of Deeds, Page 537

Affects: Portion of said premises

Customer Reference No.

File No. 82756AM / Underwriter: Chicago Title Insurance Company

15. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.

(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph 5C in the general exceptions which are printed on Schedule B herein. The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies

16. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$135,000.00
Trustor/Grantor: David Papineau and Bette Papineau, married to each other
Trustee: U.S Bank Trust Company, National Association
Beneficiary: U.S. Bank, National Association
Dated: March 2, 2016
Recorded: April 5, 2016
Instrument No.: 201604050016

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company

AMERITITLE, INC.
PRIVACY POLICY NOTICE
As of July 15, 2015

PURPOSE OF THIS NOTICE

AmeriTitle, Inc., (the "Company") shares your concerns about privacy. The Company is committed to respecting the privacy of our customers. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance and closing your real estate transaction.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non-public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information might be disclosed. In compliance with GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of the Company.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

We do not collect any nonpublic information about you other than the following:

- Information we receive from you or from your attorney or other representatives on applications or other forms, such as your name, address, telephone number, or social security number
- Information about your transactions with us, such as description, price, or terms
- In addition, we may collect other nonpublic personal information about you from affiliated/nonaffiliated third parties, such as individuals and companies other than those proposed for coverage, which may include information in documents received from your lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

Information we disclose to third parties

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

- Financial Service Providers:
 - To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;
 - To an insurance institution, agent, or credit reporting agency for either this Company or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you.
- Others:
 - To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;
 - To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;
 - To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law. We require any third party who receives information from us to agree to not disclose or use the information provided other than to carry out the purpose(s) for which it was disclosed.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

Customer Reference No.
File No. 82756AM / Underwriter: Chicago Title Insurance Company

To obtain access to your information from AmeriTitle.: You should submit a request in writing to:

Compliance Officer
AmeriTitle, Inc.
15 Oregon Avenue
Bend, OR 97701

The request should include your name, address, policy number, telephone number and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct amend or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

Our practices regarding information confidentiality and security:

We restrict access to nonpublic information about you to those employees need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Our policy regarding dispute resolution:

In the event you believe the Company has not complied with the Privacy Policies and Practices as set forth in this Notice, you must give the Company notice in writing addressed to the Compliance Officer at the above address setting forth the reasons for such non-compliance. The Company shall not be deemed to be in breach of the Privacy Policies and Practices unless it has not resolved or explained or resolved the issues set forth in such notice within thirty (30) days to your reasonable satisfaction. All claims arising under this Notice shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interests, the Company reserves the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of the Company with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

Other Important Information:

The Company's website may contain links to other websites or Internet resources. The Company does not endorse or otherwise accept responsibility for the content or privacy policies of those websites or Internet resources.

The Company reserves the right to modify this Privacy Policy at any time. We will promptly reflect any such modifications in this document and, when we do, we will revise the "effective as of" date noted above. Any updated version of this Privacy Policy will be effective as of that date.

16005 Papineau Short Plat Lot Closures

Parcel Map Check Report

Date: 6/15/2017 3:01:47 PM

Parcel Name: Lot 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

Client: 16005 Papineau Prepared by: Justin Turnbull

North:7,351.0157' East:-1,394.5568'

Segment# 1: Line

Course: N89° 55' 12"W Length: 905.38'

North: 7,352.2798' East: -2,299.9359'

Segment# 2: Line

Course: N0° 18' 02"W Length: 343.07'

North: 7,695.3451' East: -2,301.7356'

Segment# 3: Line

Course: N0° 20' 36"W Length: 1,245.46'

North: 8,940.7827' East: -2,309.1987'

Segment# 4: Line

Course: S89° 55' 14"E Length: 76.65'

North: 8,940.6765' East: -2,232.5487'

Segment# 5: Line

Course: N0° 20' 36"W Length: 5.00'

North: 8,945.6764' East: -2,232.5787'

Segment# 6: Line

Course: S89° 55' 14"E Length: 99.07'

North: 8,945.5390' East: -2,133.5088'

Segment# 7: Line

Course: S25° 21' 31"E Length: 1,173.31'

North: 7,885.2834' East: -1,631.0007'

Segment# 8: Curve

Length: 584.32' Radius: 11,259.28'

Delta: 2°58'24" Tangent: 292.22'

Chord: 584.25' Course: S23° 52' 18"E

Course In: S64° 38' 30"W Course Out: N67° 36' 54"E

RP North: 3,063.1804' East: -11,805.4151'

End North: 7,351.0135' East: -1,394.5609'

Perimeter: 4,432.27' Area: 871,194.40Sq.Ft.

Error Closure: 0.0046 Course: S62° 23' 10"W

Error North : -0.00214 East: -0.00409

Precision 1: 963,519.57

Parcel Name: Lot 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:6,113.1004' East:-2,293.6395'

Segment# 1: Line

16005 Papineau Short Plat Lot Closures

Course: N0° 18' 02"W Length: 1,201.32'
North: 7,314.4039' East: -2,299.9413'

Segment# 2: Line

Course: S89° 55' 12"E Length: 905.38'
North: 7,313.1397' East: -1,394.5621'

Segment# 3: Curve

Length: 1,628.64' Radius: 11,259.28'
Delta: 8°17'16" Tangent: 815.74'
Chord: 1,627.22' Course: S18° 14' 28"E
Course In: S67° 36' 54"W Course Out: N75° 54' 10"E
RP North: 3,025.2871' East: -11,805.4077'
End North: 5,767.6873' East: -885.2142'

Segment# 4: Curve

Length: 67.97' Radius: 420.00'
Delta: 9°16'20" Tangent: 34.06'
Chord: 67.89' Course: S89° 36' 57"W
Course In: N5° 01' 13"W Course Out: S4° 15' 07"W
RP North: 6,186.0761' East: -921.9677'
End North: 5,767.2320' East: -953.1074'

Segment# 5: Line

Course: N85° 44' 53"W Length: 980.13'
North: 5,839.9012' East: -1,930.5398'

Segment# 6: Curve

Length: 227.54' Radius: 669.00'
Delta: 19°29'15" Tangent: 114.88'
Chord: 226.45' Course: N76° 00' 16"W
Course In: N4° 15' 07"E Course Out: S23° 44' 22"W
RP North: 6,507.0599' East: -1,880.9386'
End North: 5,894.6669' East: -2,150.2633'

Segment# 7: Curve

Length: 276.29' Radius: 240.00'
Delta: 65°57'36" Tangent: 155.74'
Chord: 261.29' Course: N33° 16' 50"W
Course In: N23° 44' 22"E Course Out: S89° 41' 58"W
RP North: 6,114.3594' East: -2,053.6446'
End North: 6,113.1005' East: -2,293.6413'

Perimeter: 5,287.28' Area: 1,736,931.79Sq.Ft.
Error Closure: 0.0017 Course: N88° 21' 15"W
Error North : 0.00005 East: -0.00171

Precision 1: 3,110,158.82