



# Skamania County

## Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

### STATE ENVIRONMENTAL POLICY ACT

### MITIGATED DETERMINATION OF NONSIGNIFICANCE

<b>FILE NUMBER:</b>	SEP-20-11
<b>DESCRIPTION OF PROPOSAL:</b>	A 5-lot subdivision of 26.66 acres currently known as Sauer Short Plat Lot 4 (tax parcel #: 07062400020000). The property is zoned Mountain Recreational (MR) with a 5-acre minimum lot size (MR-5). However, in order to reduce the size of the four proposed new lots to 2 acres each, the Muddy River Subdivision (MRS) has been designed in accordance with Skamania County Code Title 19 Section 01.080(D)7, which governs density transfer for residential land divisions and allows for reductions in lot dimensions and sizes in exchange for permanent protection of a critical area from future development. Each lot is proposed to be served by a Group B Public Water System and each lot will be served by individual septic systems. The subdivision will be served by two existing gravel-surface private roads, Loowit Lane and Eagles View Lane.
<b>LOCATION:</b>	LOT 4 OF THE SAUER S/P under Auditor File Number#2005-160078
<b>PARCEL NO.:</b>	07-06-24-0-0-0200-00
<b>PROPONENT:</b>	Jerry Sauer, 26300 NE 16th Street., Camas, WA 98607

The lead agency has determined that this proposal will not have a probable significant adverse impact on the environment. Pursuant to WAC 197-11-350(3), the proposal has been clarified, changed, and conditioned to include necessary mitigation measures to avoid, minimize or compensate for probable significant impacts. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

#### The necessary mitigation measures are listed below:

1. Dust suppression techniques are a requirement in order to prevent dust from entering nearby and adjacent residentially used properties at all times until the project is complete. If the dust-suppression technique is the use of water, requirements to ensure that the watering does not cause erosion and offsite discharge of sediment-laden water needs to be followed. Information about dust suppression techniques can be found in Department of Ecology Publication #96-433 "Techniques for Dust Prevention and Suppression". Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48,

Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action by the State of Washington.

2. All disturbed undeveloped areas shall be reseeded and landscaped with native vegetation to prevent and reduce wind and water erosion and the propagation of noxious weeds. Mulch shall consist of certified weed free straw or similar product.
3. The subject parcel is located within or near a Erosion Hazard Area due to the soils susceptibility to wind and/or water erosion. Best Management Practices shall be used during all phases of development to prevent erosion.
4. The applicant shall submit a copy of all reports identified under Item 8 Background to the Community Development Department for review. After review, any critical areas reports or assessments proposed for use not meeting the requirements under Skamania County Code Title 19, shall require an addendum demonstrating compliance with the critical areas ordinance.
5. Erosion control measures must be in place prior to any ground disturbance. These control measures must be effective to prevent storm-water runoff from carrying soil and other pollutants into surface water or storm drains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered by pollutants by Washington State.
6. An Erosion Control Plan meeting the requirements of Skamania County Code title 19.07.030 (D)(1) shall be required for each lot upon submittal of building permits.
7. The applicant has proposed a density transfer in accordance with Skamania County Code Title 19 Section 01.080(D)7, which governs density transfer for residential land divisions and allows for reductions in lot dimensions and sizes in exchange for permanent protection of a critical area from future development. The area specified on the plat as being east of the Muddy River on Lot 1 shall have a recorded conservation easement placed on it specifying that the portion of Lot 1 shall be preserved and undeveloped.
8. Two streams have been identified on the parcel using water typing resources from the Washington Department of Natural Resources. The Lewis River is considered a Shoreline of Statewide Significance and Muddy River is considered a Shoreline Designated of Skamania County.
  - i. Shorelines require a 100-foot no touch riparian buffer from the ordinary high-water mark (OHWM),
  - ii. Additionally a 250 foot buffer is proposed within an approved habitat assessment report provided by ETC. The larger buffer shall apply.

ALL BUFFERS ARE UNDISTURBED BUFFERS AND MUST BE FREE OF ANY LOGGING, ROAD BUILDING, OR OTHER DEVELOPMENT ACTIVITIES, INCLUDING BUT NOT LIMITED TO VEGETATION REMOVAL, GRADING, MOWING, OR PLACEMENT OF STRUCTURES.

9. The applicant shall submit a Stormwater Management Plan for approval by the County Engineer prior to preliminary subdivision approval.

10. A Group B Water System is proposed for lots identified as Lot 3-5. The applicant shall provide approval of the Group B Water System prior to plat approval.
11. Site specific information will have to be shown to demonstrate adequate on-site sewage systems prior to preliminary Short Plat approval and potable water prior to final Short Plat approval.
12. Any improvements to the existing driveway/private road and/or new driveways/private roads shall meet Skamania County private road standards.
13. Cultural Resources: The following procedures shall be effected when cultural resources are discovered during construction activities:
  - a. Halt Construction: All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
  - b. Notification: The project applicant shall notify the Planning Department within 24 hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within 24 hours.

This MDNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

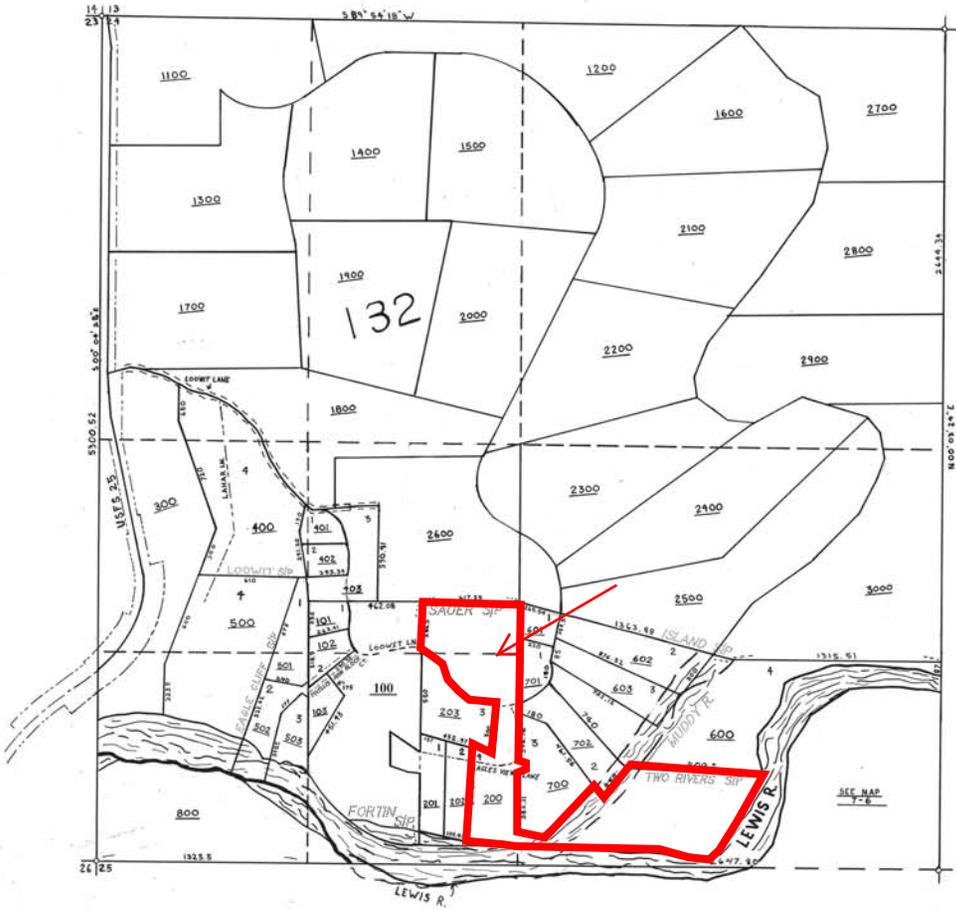
**Responsible Official:** Alan Peters, AICP, Assistant Planning Director

**Address:** Skamania County Community Development Department  
PO Box 1009  
Stevenson, WA 98648  
[permitcenter@co.skamania.wa.us](mailto:permitcenter@co.skamania.wa.us)

August 18, 2020  
Date

  
\_\_\_\_\_  
Alan Peters, AICP  
Assistant Planning Director

**APPEALS:** There shall be no administrative appeals of environmental threshold determinations. Failure to comment on this Notice of Intent shall be determined to deny a party standing to appeal the final determination with the underlying government action to a court of competent jurisdiction.



NOT A LEGAL SURVEY  
ASSESSORS USE ONLY

SKAMANIA COUNTY  
ASSESSOR

SKAMANIA COUNTY  
WASHINGTON  
Scale: 1" = 400' REVISED *4/20*

SECTION  
SEC. 24 T. 7 N., R. 6 E. W.M.  
7-6-24

"MUDDY RIVER" SUBDIVISION

IN LOT 4 OF "SAUER SHORT PLAT"

IN A PORTION OF

THE E 1/2 OF THE SW 1/4

AND THE W 1/2 OF THE SE 1/4 OF

SECTION 24, T. 7 N., R. 6 E., W.M.,

SKAMANIA COUNTY, WASHINGTON

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	213.95	156.99	153.49	N 51°01'15" W	42°02'31"
C2	179.75	118.39	118.38	S 32°55'52" E	55°14'37"
C3	179.75	141.60	137.97	N 58°25'55" W	45°08'10"
C4	179.75	160.00	154.77	N 55°30'00" W	51°00'00"
C5	188.28	61.59	61.31	N 89°37'44" E	18°44'31"
C6	188.28	60.00	59.74	S 71°07'43" W	18°19'28"
C7	188.45	121.58	119.48	N 80°30'00" E	36°57'58"
C8	300.00	136.14	134.97	S 13°00'00" E	26°00'00"
C9	82.61	68.80	66.83	N 23°51'34" E	47°43'08"
C10	280.98	132.40	131.18	N 86°30'00" E	27°00'00"

LINE	BEARING	DISTANCE
L1	N 12°00'00" E	88.00
L2	N 18°00'00" E	56.00
L3	S 26°00'00" W	60.00
L4	N 32°00'00" E	70.00
L5	S 43°00'00" W	65.00
L6	N 32°00'00" E	82.00
L7	N 28°00'00" E	99.00
L8	N 45°00'00" E	72.00
L9	S 85°00'00" W	44.00
L10	S 81°40'00" E	170.00
L11	N 89°00'00" E	130.00
L12	N 87°00'00" W	95.00
L13	S 89°00'00" W	125.00
L14	N 81°40'00" W	98.01
L15	N 90°00'00" E	74.00
L16	S 87°30'00" W	86.00
L17	N 89°50'00" W	73.00
L18	S 77°40'00" E	45.47
L19	N 85°00'00" E	33.49
L20	S 01°23'17" W	45.00
L21	S 88°36'43" E	30.00
L22	S 53°38'12" W	28.57
L23	N 41°43'29" E	83.02
L24	N 43°18'33" E	123.26
L25	S 37°21'01" W	104.41
L26	S 42°21'16" W	121.26
L27	N 43°57'52" E	52.45

PROPERTY OWNER:  
GERALD AND MARY SAUER  
26300 NE 16TH STREET  
CAMAS, WA 98607

DEED REFERENCE:  
GRANTOR: GERALD AND MARY SAUER  
GRANTEE: THREE RIVERS RECREATIONAL AREA-SAUER, LLC  
AUDITOR'S FILE NUMBER 2014001422  
DATE: AUGUST, 26, 2014

SURVEY REFERENCE:  
1) "SAUER SHORT PLAT", AUDITOR'S FILE NUMBER  
2005160078

NARRATIVE:  
THE PURPOSE OF THIS SURVEY WAS TO LOCATE, MONUMENT  
AND DIVIDE THAT CERTAIN TRACT OF LAND CONVEYED TO  
THREE RIVERS RECREATIONAL AREA - SAUER, LLC BY DEED  
RECORDED UNDER AUDITOR'S FILE NUMBER 2014001422,  
RECORDS OF SKAMANIA COUNTY, WASHINGTON.

ALL NEW DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE WATER  
RESOURCE SETBACKS. FUTURE DEVELOPMENT MAY BE IMPACTED BY  
CHANGES TO REGULATIONS CONCERNING WATER RESOURCES.  
DEVELOPERS ARE URGED TO CONTACT SKAMANIA COUNTY PLANNING  
DEPARTMENT REGARDING CURRENT REGULATIONS. NO PORTION OF ANY  
STRUCTURE, INCLUDING EAVES, OVERHANGS, DECKS OR PORCHES, OR  
ANY DISTURBANCE, INCLUDING MOWING, GRADING OR CLEARING SHALL  
BE ALLOWED WITHIN THE RIVER OR ITS BUFFER. CONTACT THE  
SKAMANIA COUNTY PLANNING DEPARTMENT FOR CURRENT RESTRICTIONS  
REGARDING THE BUFFER WIDTHS.

THE ZONING DESIGNATION FOR THIS PARCEL IS MOUNTAIN  
RECREATIONAL-5 (MRS)  
ELECTRICITY IS NOT CURRENTLY AVAILABLE IN THIS AREA.

THIS SUBDIVISION PLAT IS IN AN AREA OF COMMERCIAL FOREST LAND  
WHICH IS SUBJECT TO A VARIETY OF ACTIVITIES THAT MAY NOT BE  
COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF  
LIMITED DURATION. IN ADDITION TO OTHER ACTIVITIES, THESE MAY  
INCLUDE NOISE, DUST, SMOKE, SLASH BURNING, VISUAL IMPACTS AND  
ODORS RESULTING FROM HARVESTING, EARLY HOURS OF OPERATION,  
PLANTING, BROADCAST HELICOPTER APPLICATIONS OF FERTILIZERS,  
HERBICIDES AND ASSOCIATED MANAGEMENT ACTIVITIES. WHEN  
PERFORMED IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL LAW,  
THESE FOREST MANAGEMENT ACTIVITIES ARE NOT SUBJECT TO LEGAL  
ACTION AS A PUBLIC NUISANCE. ALL STRUCTURES ARE TO BE  
SETBACK AT LEAST 25 FEET FROM ALL PROPERTY LINES OF THE  
SHORT PLAT THAT ARE ADJACENT TO LAND USED FOR FOREST USE.

A WILDLIFE HABITAT ASSESSMENT REPORT IS RECORDED UNDER  
SKAMANIA COUNTY AF# 2005158676.

A LANDSLIDE HAZARD STUDY IS RECORDED UNDER SKAMANIA COUNTY  
AF# 2005158676.

A 250' RIPARIAN BUFFER ZONE, AS SHOWN, IS ESTABLISHED  
BORDERING NORTH FORK LEWIS RIVER. NO VEGETATION REMOVAL IS  
ALLOWED WITHIN THE BUFFER AREA, UNLESS IT IS A MITIGATED  
NOXIOUS OR INVASIVE SPECIES.

THIS PROPERTY IS WITHIN BIG GAME WINTER RANGE. THE PROPERTY  
COULD BE DAMAGED, AND INDIVIDUAL LOT OWNERS WILL BE LIABLE  
FOR THE REPAIRS. ANY VEGETATION PLANTED ON THE SUBJECT SITE  
SHOULD BE NATIVE TO THE AREA.

CC&Rs ARE RECORDED UNDER SKAMANIA COUNTY AF#2005159105.

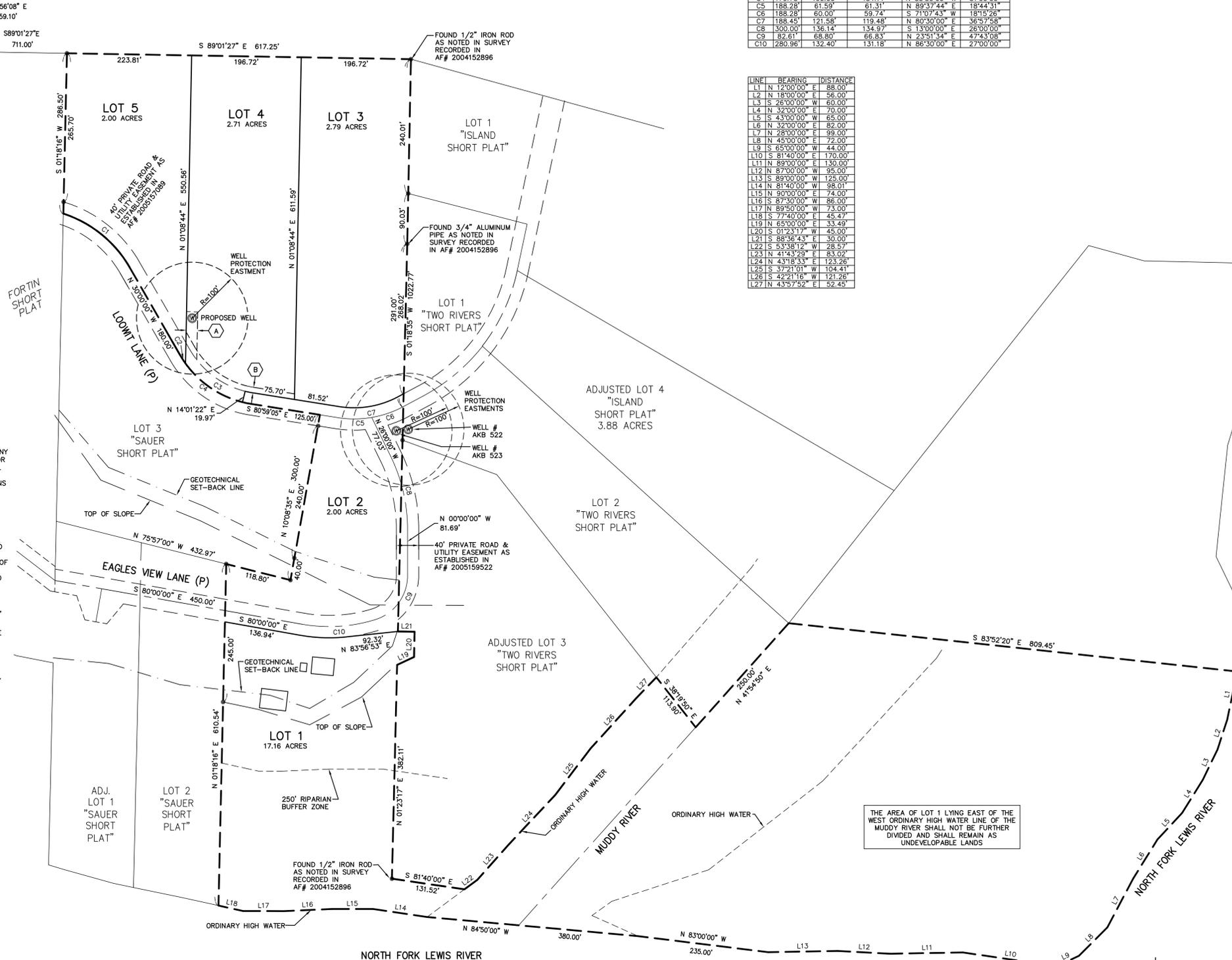
ALL ROAD EASEMENTS SHOWN ARE NON-EXCLUSIVE PRIVATE ROAD EASEMENTS FOR  
INGRESS, EGRESS AND UTILITIES. AUTHORIZED USE OF ALL DRIVE ROADS IS TO  
ACCESS POSSIBLE FUTURE DEVELOPMENT OF ADJOINING PROPERTIES FOR INGRESS,  
EGRESS AND UTILITIES.

LAND WITHIN THIS SUBDIVISION SHALL NOT BE FURTHER SUBDIVIDED.

WARNING: PURCHASERS OF A LOT, OR LOTS, IN THIS PLAT ARE ADVISED THAT THE LOT, OR  
LOTS, IN THIS PLAT ARE SERVICED BY PRIVATE ROADS. PRIVATE ROADS ARE NOT MAINTAINED  
BY SKAMANIA COUNTY. LOT OWNERS WITHIN THIS PLAT MUST PAY FOR THE MAINTENANCE OF  
THE PRIVATE ROADS SERVING THIS PLAT, INCLUDING GRADING, DRAINAGE, SNOW PLOWING, ETC.  
THE CONDITION OF THE PRIVATE ROAD MAY AFFECT SUBSEQUENT ATTEMPTS TO DIVIDE YOUR  
LOT, OR LOTS. PRIVATE ROADS MUST COMPLY WITH SKAMANIA COUNTY'S PRIVATE ROAD  
REQUIREMENTS" (ORD. 1980-07, SEC. 6.20.)  
SEE ROAD MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 2007166228.

PER FEMA MAP PANEL 5301600175B, ALL UPLANDS ARE IN A ZONE "C"  
(AREA OF MINIMAL FLOODING). THE LEWIS AND MUDDY RIVER ARE IN A  
ZONE "A" (AREA OF 100 YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD  
HAZARDS HAVE NOT BEEN DETERMINED)

- (A) 10' WATER LINE EASEMENT TO LOTS 2, 4 AND 5
- (B) 5' WATER LINE EASEMENT TO LOTS 4 AND 5



WE, OWNERS OF THE ABOVE TRACT OF LAND, HEREBY DECLARE AND CERTIFY THIS SHORT  
PLAT TO BE TRUE AND CORRECT TO THE BEST OF OUR ABILITIES, AND THAT THIS SHORT  
SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR  
DESIRES. FURTHER, WE DEDICATE ALL ROADS AS SHOWN, NOT NOTED AS PRIVATE, AND  
WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AGENCY ARISING FROM THE  
CONSTRUCTION AND MAINTENANCE OF SAID ROADS.

OWNER: \_\_\_\_\_  
OWNER: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ DATE: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ RESIDING AT  
\_\_\_\_\_, WA.

WATER SUPPLY METHODS AND SANITARY SEWER DISPOSAL/ON-SITE SEWAGE DISPOSAL  
SYSTEMS CONTEMPLATED FOR USE IN THIS SUBDIVISION SHALL CONFORM WITH CURRENT  
STANDARDS. (SHORT PLAT ORD. 17.64.100(c)(1))

SKAMANIA COUNTY HEALTH DEPARTMENT \_\_\_\_\_ DATE: \_\_\_\_\_

I, \_\_\_\_\_ COUNTY ENGINEER OF SKAMANIA COUNTY, WASHINGTON,  
CERTIFY THAT THIS PLAT MEETS CURRENT SKAMANIA COUNTY SURVEY REQUIREMENTS.  
CERTIFY THAT ANY ROADS AND/OR BRIDGES, DEVELOPED IN CONJUNCTION WITH THE  
APPROVED PLAN, MEET CURRENT SKAMANIA COUNTY DEVELOPMENT STANDARDS FOR ROADS;  
CERTIFY THAT THE CONSTRUCTION OF ANY STRUCTURES, REQUIRED FOR AND PRIOR TO  
FINAL APPROVAL, MEETS STANDARD ENGINEERING SPECIFICATIONS; APPROVE THE LAYOUT OF  
ROADS AND EASEMENTS; AND APPROVE THE ROAD NAME(S) AND NUMBER(S) OF SUCH  
ROAD(S).

SKAMANIA COUNTY ENGINEER \_\_\_\_\_ DATE: \_\_\_\_\_

ALL TAXES AND ASSESSMENTS ON PROPERTY INVOLVED WITH THIS SHORT PLAT HAVE  
BEEN PAID, DISCHARGED OR SATISFIED.

SKAMANIA COUNTY TREASURER \_\_\_\_\_ DATE: \_\_\_\_\_

THE LAYOUT OF THIS SUBDIVISION COMPLIES WITH ORDINANCE 1980-07 REQUIREMENTS,  
AND THE SUBDIVISION PLAT IS APPROVED SUBJECT TO RECORDING IN THE SKAMANIA  
COUNTY AUDITOR'S OFFICE.

SKAMANIA COUNTY PLANNING DEPARTMENT \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA )

I HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING FILED BY \_\_\_\_\_  
ON \_\_\_\_\_ 2020, AT \_\_\_\_\_ AM/PM  
WAS RECORDED UNDER AUDITOR'S FILE NUMBER \_\_\_\_\_

RECORDER OF SKAMANIA COUNTY, WA. \_\_\_\_\_

SKAMANIA COUNTY AUDITOR \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF  
THREE RIVERS RECREATIONAL AREA-SAUER, LLC ON 7/07/20

KYLE P. FEEDER, PROFESSIONAL LAND SURVEYOR, \_\_\_\_\_ DATE  
PLS NO. 41032

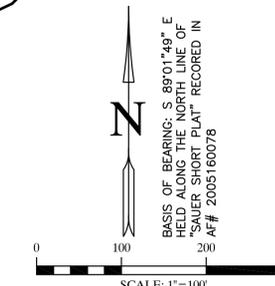


ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SIGNED OR ATTESTED BEFORE ME \_\_\_\_\_ BY KYLE P. FEEDER  
NOTARY SIGNATURE \_\_\_\_\_  
DATED: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
NOTARY IN AND FOR THE STATE OF WASHINGTON  
MY COMMISSION EXPIRES \_\_\_\_\_

DATE: 8-11-20  
SCALE: 1"=100'  
JOB NO.: 20-026  
CALC BY: KPF  
DRAWN BY: GLF  
CHECKED BY: KPF  
SHEET 1 OF 1

**KPF**  
SURVEYING, INC.  
2208 E. EVERGREEN BLVD. VANCOUVER, WA 98661  
360-834-0174 FAX: 360-838-0155



**SUBDIVISION APPLICATION**  
(Please complete application in ink)

Applicant: Jerry Sauer E-mail: jerry@sauerdevgroup.com  
 Address: 26300 NE 16<sup>th</sup> St. Home: ( )  
 Camas, WA 98607 Work: (360) 607-1646  
 Property Owner: Gerald & Mary Sauer E-mail:  
 Address: Same as Applicant Home: ( )  
 Work: ( )  
 Location of Property: Swift Area, 91 Eagles View Ln, Sauer Short Plat Lot 4  
 Tax Lot/Parcel #: 07062400020000 Total Acres: 26.66  
 Number of Lots: 5 Zoning: MR-5

Water Source:

- |   |   |
|---|---|
| <input type="checkbox"/> New Individual Well  | <input type="checkbox"/> Skamania County PUD Water System |
| <input type="checkbox"/> Existing Individual Well                                     | <input type="checkbox"/> Home Valley Water System         |
| <input checked="" type="checkbox"/> New Community Water System (Serving up to 6 lots) | <input type="checkbox"/> Mill-A Water System              |
| <input type="checkbox"/> Existing Community Water System (Serving up to 6 lots)       | <input type="checkbox"/> Other Water System - specify     |

Sewage Treatment Method: On-site septic systems

Check all that apply to your parcel:

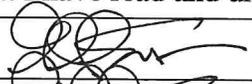
- Sensitive Habitat Areas     Streams, Creeks, Rivers     Geological Hazard Areas  
 Ponds, Lakes, Wetlands     Steep Slopes

Please attach the Legal Description of the tax lot/parcel of this application. (Legal Description can be obtained from the County Auditor)

Proposed use of lots (Residential, Commercial, Industrial, Recreational, etc.):

Four new lots for future recreational residences and one lot that is already developed with a recreational residence.

I hereby certify that I have read and understand the attached Hearing Examiner process

Applicant signature(s):  Date: 7/8/20

Owner signature(s):  Date: 7/8/20

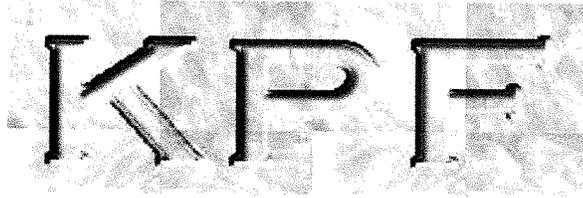
Signature of the property owner(s) authorizes the Community Development Department and other Agency personnel reasonable access to the site in order to evaluate the application.

FOR DEPARTMENT USE ONLY	
Legal description attached: Yes / No	RECEIVED SKAMANIA COUNTY
Date received	Date complete
Receipt #	File #

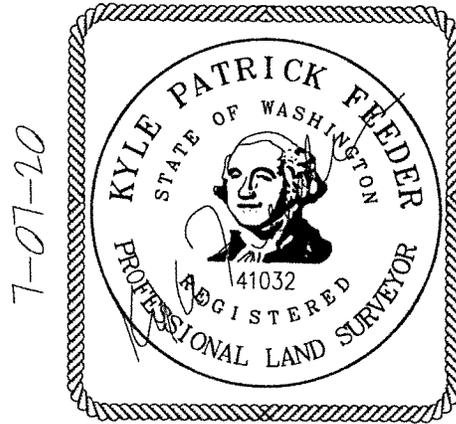
JUL 16 2020

COMMUNITY DEVELOPMENT  
DEPARTMENT

SD-20-01



KPF Surveying Inc.  
2208 E. Evergreen Blvd.  
Vancouver, WA 98661  
360-834-0174



July 7, 2020

**PERIMETER DESCRIPTION**  
**“MUDDY RIVER CLUSTER SUBDIVISION”**

A tract of land located in a portion of the “Sauer Short Plat”, according to the plat thereof, recorded in Auditor’s File Number 2005160078, records of Skamania County, Washington in the Southwest quarter of Section 24, and in a portion of the “Two Rivers Short Plat”, according to the plat thereof, recorded in Auditor’s File Number 2006161514, records of Skamania county, Washington, in the Southeast quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows;

Beginning at the Northwest corner of said Southwest quarter of Section 24;

Thence South 51°56'08" East for a distance of 1659.10 feet to the Northwest corner of the “Fortin Short Plat”, according to the Plat thereof, recorded in Auditor’s File Number 2006161036, records of Skamania County, Washington;

Thence South 89°01'27" East, along the north line of said Fortin Short Plat” for a distance of 711.00 feet to the northwest corner of Lot 4 of the “Sauer Short Plat”, according to the plat thereof, recorded in Auditor’s File Number 2005160078, records of Skamania County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence South 89°01'27" East, along the north line of said "Sauer Short Plat", for a distance of 617.25 feet, to the northeast corner of said "Sauer Short Plat";

Thence South 01°08'44" West, along the east line of said "Sauer Short Plat", for a distance of 330.04 feet;

Thence South 01°23'17" West, for a distance of 692.73 feet;

Thence South 88°36'43" East, for a distance of 30.00 feet;

Thence South 01°23'17" West, for a distance of 45.00 feet;

Thence South 65°00'00" West, for a distance of 33.49 feet;

Thence South 01°23'17" West, for a distance of 382.11 feet;

Thence South 81°40'00" East, for a distance of 131.52 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the Muddy River the following courses;

North 53°38'12" East, for a distance of 28.57 feet;

Thence North 41°43'29" East, for a distance of 83.01 feet;

Thence North 43°18'33" East, for a distance of 123.26 feet;

Thence North 37°21'01" East, for a distance of 104.41 feet;

Thence North 42°21'16" East, for a distance of 121.26 feet;

Thence North 43°57'52" East, for a distance of 52.45 feet, to a point on the westerly line of Lot 2 of "Two Rivers Short Plat", according to the plat thereof, recorded in Auditor's File Number 2006161514, records of Skamania county, Washington;

Thence leaving said ordinary high water line, South 38°19'50" East, for a distance of 113.90 feet, to a point on the centerline of said Muddy River;

Thence North 41°54'50" East, along said centerline for a distance of 250.00 feet;

Thence leaving said centerline, South 83°52'20" East, for a distance of 809.45 feet to a point on the ordinary high water line of the North Fork of the Lewis River;

Thence along said ordinary high water line of the North Fork of the Lewis River the following courses;

South 12°00'00" West, for a distance of 88.00 feet;

Thence South 18°00'00" West for a distance of 56.00 feet;

Thence South 26°00'00" West for a distance of 60.00 feet;

Thence South 32°00'00" West for a distance of 70.00 feet;

Thence South 43°00'00" West, for a distance of 65.00 feet;

Thence South 32°00'00" West, for a distance of 82.00 feet;

Thence South 28°00'00" West, for a distance of 99.00 feet;

Thence South 45°00'00" West, for a distance of 72.00 feet;

Thence South 65°00'00" West, for a distance of 44.00 feet;

Thence North 81°40'00" West, for a distance of 170.00 feet;

Thence South 89°00'00" West for a distance of 130.00 feet;

Thence North 87°00'00" West, for a distance of 95.00 feet;

Thence South 89°00'00" West, for a distance of 125.00 feet;

Thence North 83°00'00" West for a distance of 235.00 feet;

Thence leaving said ordinary high water line of the North Fork of the Lewis River, North 84°50'00" West, for a distance of 380.00 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the Muddy River the following courses;

North 81°40'00" West, for a distance of 98.01 feet;

Thence South 90°00'00" West, for a distance of 74.00 feet;

Thence South 87°30'00" West, for a distance of 86.00 feet;

Thence North 89°50'00" West, for a distance of 73.00 feet;

Thence North 77°40'00" West, for a distance of 45.47 feet to the southwest corner of said Lot 4 of the "Sauer Short Plat"

Thence North 01°18'16" East, for a distance of 610.54 feet;

Thence South 75°57'00" East, for a distance of 118.80 feet;

Thence North 10°08'35" East, for a distance of 300.00 feet to a point on the centerline of Loowit Lane;

Thence along the centerline of said Loowit Lane North 81°00'00" West, for a distance of 125.00 feet;

Thence along the arc of a 179.75 foot radius, tangent curve to the right, for an arc distance of 160.00 feet, through a central angle of 51°00'00", the radius of which bears North 09°00'00" East, the long chord of which bears North 55°30'00" West for a chord distance of 154.77 feet;

Thence North 30°00'00" West for a distance of 180.00 feet;

Thence along the arc of a 213.95 foot radius, tangent curve to the left, for an arc distance of 156.99 feet, through a central angle of 42°02'31", the radius of which bears South 60°00'00" West, the long chord of which bears North 51°01'15" West for a chord distance of 153.49 feet, to a point on the west line of said "Sauer Short Plat";

Thence along said west line North 01°18'16" East for a distance of 286.50 feet to the TRUE POINT OF BEGINNING.

Containing 26.66 acres, more or less.

Together with and subject to easements, reservations, covenants, and restrictions apparent or of record.

Kyle P. Feeder, PLS  
President  
KPF Surveying Inc.



advanced  
planning  
solutions

July 7, 2020

Andrew Lembrick, Planner  
Skamania County Community Development Department Planning Division  
PO Box 1009  
Stevenson, WA 98648

Re: **Muddy River Cluster Subdivision Application for Skamania County  
Tax Parcel: 07062400020000**

Dear Mr. Lembrick:

With this letter I am submitting documents on behalf of Gerald Sauer, my client, to apply for a 5-lot cluster development subdivision. Except, that Mr. Sauer requests to hold submittal of the State Group B Water System Workbook until after the subdivision pre-application meeting. I hope this will not affect the completeness of the Muddy River Cluster Subdivision application in any way.

On that note, I hereby formally request a pre-application meeting for this project. As we discussed previously on the phone, I believe we have a meeting scheduled already for 11am on Thursday August 6, 2020. I hope we can retain that meeting date and time. Please advise as soon as possible if this date is incorrect or needs to be changed.

Finally, please copy me on all future communications regarding this project and contact me directly with any questions as I am acting as Mr. Sauer's Planner.

Sincerely,

K. Charly Boyd  
President, APS

Inclusions: Muddy River Cluster Subdivision Application; SEPA Checklist; Land Division – On-Site Septic Application; Land Division – Water Application; Fees; Title Report, Plat map (2 copies) sized 18"x24")

Environmental & Land Use Planning  
4721 354<sup>th</sup> Ave SE  
Fall City, WA 98024  
206.718.5173 (c)  
charly@apsep.com





advanced  
planning  
solutions

July 7, 2020

Andrew Lembrick, Planner  
Skamania County Community Development Department Planning Division  
PO Box 1009  
Stevenson, WA 98648

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Environmental & Land Use Planning

4721 354<sup>th</sup> Ave SE  
Fall City, WA 98024  
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 <b>First American Title™</b>	<b>Subdivision Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5003353-0002834e</b>

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
a Nebraska corporation, herein called the Company

**GUARANTEES**

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

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

For Reference:

**File #:** S20-0503KM

Issued By:

**Columbia Gorge Title, LLC**  
41 SW Russell Avenue  
Stevenson, WA 98648

This jacket was created electronically and constitutes an original document

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

**GUARANTEE CONDITIONS AND STIPULATIONS**

**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

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

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

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

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

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

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

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

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

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

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

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

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

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

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

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

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

**7. Determination and Extent of Liability.**

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

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

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

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

**9. Reduction of Liability or Termination of Liability.**

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

**10. Payment of Loss.**

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

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

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

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

**14. Notices, Where Sent.**

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

### SUBDIVISION GUARANTEE

LIABILITY    \$ 2,000.00

GUARANTEE NO.: S20-0503KM

FEE            \$ 350.00

TAX            \$ 26.95

***FIRST AMERICAN TITLE INSURANCE COMPANY***  
A Corporation, herein called the Company

**GUARANTEES** the County of **Skamania**, Washington herein called the Assured, against actual loss not exceeding the sum of \$ which the Assured shall sustain by reason of any incorrectness in the assurances set forth below.

According to the records of the **Skamania** County Clerk, the only owners, proprietors and lien holders having any record interest in the land described below, whose signatures are necessary, under the provisions of Washington Statutes for the recordation of the map and offering for dedication any streets, roads, avenues and other easements by the map are:

**Gerald T. Sauer and Mary P. Sauer, husband and wife**

Proposed Subdivision of the following described land:

A tract of land located in a portion of Lot 4 of the SAUER Short Plat according to the plat thereof, recorded in Auditor's File No. 2005160078, records of Skamania County, State of Washington, in the Southwest Quarter of Section 24 and in a portion of Lot 3 of the TWO RIVERS Short Plat, according to the plat thereof, recorded in Auditor's File No. 2006161514, records of Skamania County, Washington, in the Southeast Quarter of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Northwest corner of said Southwest Quarter of Section 24;

Thence South 51° 56' 08" East for a distance of 1659.10 feet to the Northwest corner of FORTIN Short Plat, according to the plat thereof, recorded in Auditor's File No. 2006161036, records of Skamania County, Washington;

Thence South 89° 01' 27" East, along the North line of said FORTIN Short Plat for a distance of 711.00 feet to the Northwest corner of Lot 4 of the SAUER Short Plat, according to the plat thereof, recorded in Auditor's File No. 2005160078, records of Skamania County, Washington, said point being the True Point of Beginning;

Thence South 89° 01' 27" East, along the North line of said SAUER Short Plat, for a distance of 617.25 feet to the Northeast corner of said SAUER Short Plat;

Thence South 01° 08' 44" West, along the East line of said SAUER Short Plat, for a distance of 330.04 feet;

Thence South 01° 23' 17" West, for a distance of 692.73 feet;

Thence South 88° 36' 43" East, for a distance of 30.00 feet;

Thence South 01° 23' 17" West, for a distance of 45.00 feet;

Thence South 65° 00' 00" West, for a distance of 33.49 feet;

Thence South 01° 23' 17" West, for a distance of 382.11 feet;

Thence South  $81^{\circ} 40' 00''$  East, for a distance of 131.52 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the Muddy River the following courses:

Thence North  $53^{\circ} 38' 12''$  East, for a distance of 28.57 feet;

Thence North  $41^{\circ} 43' 29''$  East, for a distance of 83.01 feet;

Thence North  $43^{\circ} 18' 33''$  East, for a distance of 123.26 feet;

Thence North  $37^{\circ} 21' 01''$  East, for a distance of 104.41 feet;

Thence North  $42^{\circ} 21' 16''$  East, for a distance of 121.26 feet;

Thence North  $43^{\circ} 57' 52''$  East, for a distance of 52.45 feet, to a point on the Westerly line of Lot 2 of TWO RIVERS Short Plat, according to the plat thereof, recorded in Auditor's File No. 2006161514, Records of Skamania County, Washington;

Thence leaving said ordinary high water line, South  $38^{\circ} 19' 50''$  East, for a distance of 113.90 feet, to a point on the centerline of said Muddy River;

Thence North  $41^{\circ} 54' 50''$  East, along said centerline for a distance of 250.00 feet;

Thence leaving said centerline, South  $83^{\circ} 52' 20''$  East, for a distance of 809.45 feet to a point on the ordinary high water line of the North Fork of the Lewis River;

Thence along said ordinary high water line of the North Fork of the Lewis River the following courses:

South  $12^{\circ} 00' 00''$  West, for a distance of 88.00 feet;

Thence South  $18^{\circ} 00' 00''$  West, for a distance of 56.00 feet;

Thence South  $26^{\circ} 00' 00''$  West, for a distance of 60.00 feet;

Thence South  $32^{\circ} 00' 00''$  West, for a distance of 70.00 feet;

Thence South  $43^{\circ} 00' 00''$  West, for a distance of 65.00 feet;

Thence South  $32^{\circ} 00' 00''$  West, for a distance of 82.00 feet;

Thence South  $28^{\circ} 00' 00''$  West, for a distance of 99.00 feet;

Thence South  $45^{\circ} 00' 00''$  West, for a distance of 72.00 feet;

Thence South  $65^{\circ} 00' 00''$  West, for a distance of 44.00 feet;

Thence North  $81^{\circ} 40' 00''$  West, for a distance of 170.00 feet;

Thence South  $89^{\circ} 00' 00''$  West, for a distance of 130.00 feet;

Thence North  $87^{\circ} 00' 00''$  West, for a distance of 95.00 feet;

Thence South  $89^{\circ} 00' 00''$  West, for a distance of 125.00 feet;

Thence North  $83^{\circ} 00' 00''$  West, for a distance of 235.00 feet;

Thence leaving said ordinary high water line of the North Fork of the Lewis River, North  $84^{\circ} 50' 00''$  West, for a distance of 380.00 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the muddy river the following courses:

North  $81^{\circ} 40' 00''$  West, for a distance of 98.01 feet;

Thence South  $90^{\circ} 00' 00''$  West, for a distance of 74.00 feet;

Thence South  $87^{\circ} 30' 00''$  West, for a distance of 86.00 feet;

Thence North  $89^{\circ} 50' 00''$  West, for a distance of 73.00 feet;

Thence North  $77^{\circ} 40' 00''$  West, for a distance of 45.47 feet to the Southwest corner of said Lot 4 of the SAUER Short plat;

Thence North  $01^{\circ} 18' 16''$  East, for a distance of 610.54 feet;

Thence South  $75^{\circ} 57' 00''$  East, for a distance of 118.80 feet;

Thence North  $10^{\circ} 08' 35''$  East, for a distance of 300.00 feet to a point on the centerline of Loowit Lane;

Thence along the centerline of said Loowit Lane North  $81^{\circ} 00' 00''$  West, for a distance of 125.00 feet;

Thence along the arc of a 179.75 foot radius, tangent curve to the right, for an arc distance of 160.00 feet, through a central angle of  $51^{\circ} 00' 00''$ , the radius of which bears North  $09^{\circ} 00' 00''$  East, the long chord of which bears North  $55^{\circ} 30' 00''$  West for a chord distance of 154.77 feet;

Thence North  $30^{\circ} 00' 00''$  West, for a distance of 180.00 feet;

Thence along the arc of a 213.95 foot radius, tangent curve to the left, for an arc distance of 156.99 feet, through a central angle of  $42^{\circ} 02' 31''$ , the radius of which bears South  $60^{\circ} 00' 00''$  West, the long chord of which bears North  $51^{\circ} 01' 5''$  West, for a chord distance of 153.49 feet, to a point on the West line of said SAUER Short Plat;

Thence along said West line North  $01^{\circ} 18' 16''$  East, for a distance of 286.50 feet to the True Point of Beginning.

This Guarantee does not cover:

1. Easements, Rights of Way, Minerals or Water Rights.
2. Instruments, proceedings or other matters which are maintained in other records.
3. 2<sup>ND</sup> Half unpaid taxes for the tax year 2020
 

Original Amount	: \$3,104.25
Balance Owed	: \$1,552.12
Account No.	: 07-06-24-0-0-0200-00
Land Use/DOR	: 19

4. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Lewis River and Muddy River.
5. Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created.
6. Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Lewis River and Muddy River.
7. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Lewis River and Muddy River.
8. Easement, including the terms and provisions thereof:  
For : Transmission Lines  
Granted to : United States of America  
Recorded : February 5, 1952  
Book : 34  
Page : 165
9. Agreement, including the terms and provisions thereof, as disclosed by Deed:  
Regarding : Swift Creek Agreement No. 9  
Recorded : August 30, 1983  
Book : 82  
Page : 630
10. Easement, including the terms and provisions thereof, as disclosed by Deed:  
For : Access  
Granted to : Northern Pacific Railway Co.  
Recorded : August 30, 1983  
Book : 82  
Page : 630
11. Easement, including the terms and provisions thereof, as disclosed by Deed:  
For : Access Road  
Granted to : US Forest Services  
Recorded : August 30, 1983  
Book : 82  
Page : 630
12. Easement, including the terms and provisions thereof, disclosed by Deed:  
For : Access Road  
Granted to : United States of America  
Recorded : August 30, 1983  
Book : 82  
Page : 630

13. Easement, including the terms and provisions thereof, as disclosed by Deed:  
For : Access Road  
Granted to : International Paper Co.  
Recorded : August 30, 1983  
Book : 82  
Page : 630
14. Easement Agreement, including the terms and provisions thereof:  
Recorded : April 25, 2005  
As : 2005157089
15. Conditions, Restrictions and Easements, including the terms and provisions thereof, as shown on the recorded plat of SAUER Short Plat Auditor File No. 2005160078.  
See recorded plat for details
16. Conditions, Restrictions and Easements, including the terms and provisions thereof, as shown on the recorded plat of TWO RIVERS Short Plat 2006161514.  
See recorded plat for details
17. Wildlife Habitat Assessment and Landslide Hazard Study, including the terms and provisions thereof:  
Recorded : September 13, 2005  
As : 2005158676
18. Declaration, Covenants, Conditions and Restrictions and/or easements; but deleting any covenant, condition or restriction indication a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin to the extent such covenant, conditions or restrictions violate Title 42, Section 3604 and 3607, of the United States Codes:  
Recorded : October 17, 2005  
As : 2005159105
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : October 20, 2005  
As : 2005159172
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : November 15, 2005  
As : 2005159497
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : December 23, 2005  
As : 2005159970
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : July 6, 2010  
As : 2010175871
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : July 25, 2011  
As : 2011178700
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : July 8, 2020  
As : 2020001680

Said Conditions and Restrictions set forth above contain, among other things, levies and assessments of Three Rivers Recreational Area Owners Association.

19. Easement, including the terms and provisions thereof:

For : Ingress, egress and utilities  
Recorded : November 17, 2005  
As : 2005159522

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

Grantor : Gerald Sauer and Mary Sauer, husband and wife  
Trustee : Fidelity National Title Insurance  
Beneficiary : JPMorgan Chase Bank, N.A.  
Dated : August 26, 2013  
Recorded : September 9, 2013  
As : 2013001993  
Amount : \$150,000.00  
Loan No. : None shown  
Rerecorded : June 23, 2014  
As : 2014001016

21. According to the public record Sauer Recreational Properties LLC did not hold Fee Simple interest to the property at the time the 2007167881, 2007167882 and 2014001421 Deeds were executed and recorded. Columbia Gorge Title will update the Subdivision Guarantee to reflect Three Rivers Recreational Area-Sauer, LLC, a WA Limited Liability Company as to Fee Simple interest upon the rerecording of the Deeds properly executed by the Fee Simple interest holder at the time of original execution.

The effect, if any, of the following:

Document Type : Quit Claim Deed Boundary Line Adjustment  
Grantor : Three Rivers Recreational Area-Sauer LLC  
Grantee : Sauer Recreational Properties LLC  
Recorded : October 4, 2007  
As : 2007167881

Document Type : Quit Claim Deed Boundary Line Adjustment  
Grantor : Sauer Recreational Properties LLC  
Grantee : Three Rivers Recreational Area-Sauer LLC  
Recorded : October 4, 2007  
As : 2007167882

Document Type : Quit Claim Deed  
Grantor : Sauer Recreational Properties, LLC, a WA Limited Liability Company  
Grantee : Gerald Sauer and Mary Sauer, husband and wife  
Recorded : August 26, 2014  
As : 2014001421

Document Type : Quit Claim Deed  
Grantor : Gerald Sauer and Mary Sauer, husband and wife  
Grantee : Three Rivers Recreational Area-Sauer, LLC, a WA Limited Liability Company  
Recorded : August 26, 2014  
As : 2014001422

Form No. 14  
Subdivision Guarantee

Guarantee No.: S20-0503KM

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this Guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: **June 30, 2020 at 8:00 AM**



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as life insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

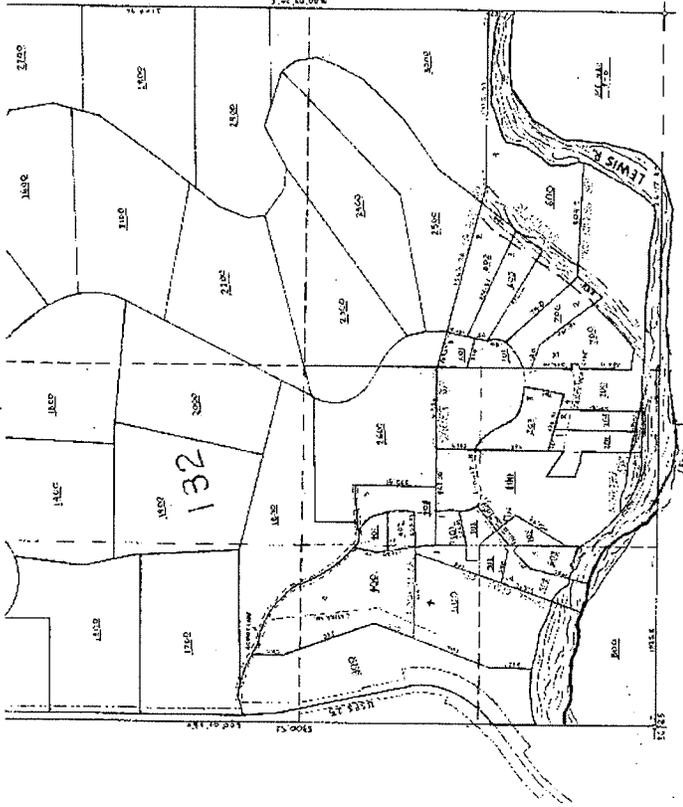
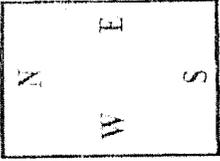
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



This sketch is not intended to show all matters related to the property including, but not limited to area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the preliminary report or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



100% COLUMBIA GORGE TITLE ASSURANCE CO. ONLY  
 SKIPIKANIA COUNTY WASHINGTON  
 ASSESSOR  
 100% COLUMBIA GORGE TITLE ASSURANCE CO. ONLY  
 SKIPIKANIA COUNTY WASHINGTON  
 ASSESSOR  
 SECTION 36  
 SEC 24 T 7 N R 1 E W.M.  
 T-6-24





SKAMANIA COUNTY  
WASHINGTON



TAXSIFTER

Parcel Number: 07062400020000

Parcel Area: 26.6600

County Address: 26300 NE 16TH STREET, CAMAS WA 98607

Assessor: Tom Sawyer    Appraiser: MapSifter

### Parcel

Parcel ID:	07062400020000	Owner Name:	THREE RIVERS RECREATION
DDI Code:	19 - Residential - Vacation and Cabin	Address1:	AREA-SAUER, L.L.C.
Site:	91 EAGLE VIEW LN	Address2:	26300 NE 16TH STREET
Map Number:	MR-10	City/County:	CAMAS WA
Station:		Zip:	98607
Development:	LOT 4 OF THE SAUER S/P#2005160078		
Comments:	SPLIT OFF PARCEL # 07062400020300 ON 01/11/2006		

	2020 Market Value	2020 Taxable Value	2020 Assessment Date
Land:	\$186,000	\$186,000	District: 132 -
Improvements:	\$112,000	\$112,000	Current Use/DFL: No
Permanent Crop:	\$0	\$0	Senior/Disability Exemption: No
Total	\$298,000	\$298,000	Total Acres: 26.66000

### Ownership

Owner's Name	Ownership %	Owner Title
THREE RIVERS RECREATION	100 %	Owner

### Sales History

Date	Subject	Acres	Price	Buyer	Seller	Price
06/02/14	2014001421	1	30824	SAUER RECREATIONAL PROPERTIES, LLC	SAUER, GERALD T & MARY P	\$0
06/02/14	2014001422	1	30825	SAUER, GERALD T & MARY P	THREE RIVERS RECREATION	\$0
10/04/07	2007-167882	1	27280	SAUER RECREATIONAL PROPERTIES, LLC	THREE RIVERS RECREATIONAL AREA-	\$0
05/20/07	2007-166210	1	27032	SAUER, GERALD T & MARY P &	SAUER, GERALD T & MARY P	\$0
08/28/06	2006-162789	1	26216	SAUER RECREATIONAL PROPERTIES, LLC	SAUER, GERALD T & MARY P &	\$0
04/24/06	2006-161372	1	25902	SAUER, GERALD T & MARY P	SAUER RECREATIONAL PROPERTIES, LLC	\$0
06/21/04	2004153496	1	23996	ANE FORESTS OF LEWIS RIVER INC	SAUER, GERALD T & MARY P	\$80,000

### Building Permits

Permit ID	Date	Description	Amount
18-0045	9/25/2018	EQUIPMENT/OUTBUILDING	
115-06	11/8/2006	CERT OF OCCUPANCY	\$1.00
115-06	5/11/2006	2-STRY GAR W/LIV	\$1.00

### Historical Valuation Info

7/16/2020

TerraScan TaxSifter - SKAMANIA County Washington

Year	Parcel Description	Land	Improv.	Personalty Value	Parcel	Assess	Liability
2020	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2019	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2018	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2017	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2016	THREE RIVERS RECREATION	\$133,000	\$72,000		\$0	\$205,000	\$0 \$205,000

View Table

### Parcel Comments

Date	Comment
01/11/06	SPLIT OFF PARCEL # 07062400020100 ON 01/11/2006
01/11/06	SPLIT OFF PARCEL # 07062400020200 ON 01/11/2006
01/11/06	SPLIT OFF PARCEL # 07062400020300 ON 01/11/2006
06/17/05	TIMBER HARVEST FPA 2910427 2004

### Property Images

Click on an image to enlarge it.



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TX\_RollYear\_Search: 2020



# SKAMANIA COUNTY WASHINGTON



## TAXSIFTER

1000 S. 24th Street, Suite 100, Rainier, WA 98551

Phone: 509.325.1100

MARK BOTTLAND  
Skamania County Treasurer

Assessor: Treasurer: Appraiser: MapServer:

### Parcel

Parcel#:	07062400020000	Owner Name:	THREE RIVERS RECREATION
OTC Code:	19 - Residential - Vacation and Cabin	Apn-1511:	AREA-SAUER, L.L.C.
Site#:	91 EAGLE VIEW LN	Address#2:	26300 NE 16TH STREET
Map Number:	MR-10	City/State:	CAMAS WA
Section:		Zip:	98607
Legal Description:	LOT 4 OF THE SAUER S/P#2005160078		
City/State:			

### Current Tax Year Details

Type	Property	Assessment ID	Gross Tax	Tax Exempt	Net Tax	Penalty	Total Tax
Real Property	THREE RIVERS RECREATION	<u>2020-07062400020000</u>	\$3,086.35	\$0.00	\$3,086.35	\$17.90	\$3,104.25

### Balances Due

Type	Property	Assessment ID	Tax Amount	Penalty	Interest	Amount Due
Real Property	THREE RIVERS RECREATION	<u>2020-07062400020000</u>	\$1,552.12	\$0.00	\$0.00	\$1,552.12

**Add Selected to Cart**

\* Please expect a delay of 3-5 business days for your payment to post. Note: The receipt date will reflect the day the payment was initiated.

### 5 Year Tax History

Type	Assessment Number	Tax Year	Assessment	Penalty	Interest	Balance Due
Real Property	<u>2020-07062400020000</u>		\$3,086.35	\$17.90	\$0.00	\$1,552.12
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Penalty Paid	Total Paid
	2020-219336	05/04/2020	\$1,552.13	\$0.00	\$0.00	\$1,552.13
Real Property	<u>2019-07062400020000</u>		\$2,801.24	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Penalty Paid	Total Paid
	2019-206025	04/30/2019	\$1,409.57	\$0.00	\$0.00	\$1,409.57
	2019-209006	10/21/2019	\$1,409.57	\$0.00	\$0.00	\$1,409.57
Real Property	<u>2018-07062400020000</u>		\$3,196.43	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Penalty Paid	Total Paid
	2018-193379	05/07/2018	\$1,607.17	\$0.00	\$0.00	\$1,607.17
	2018-198192	10/30/2018	\$1,607.16	\$0.00	\$0.00	\$1,607.16

7/16/2020

TerraScan TaxSifter - SKAMANIA County Washington

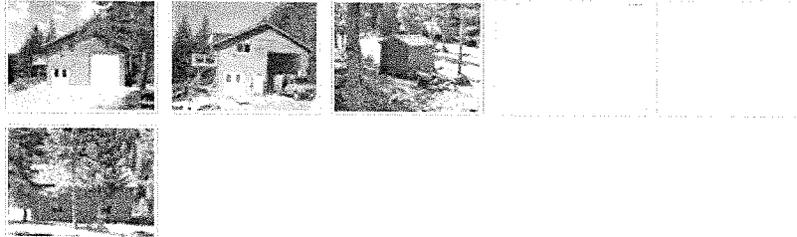
Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	<b><u>2017-07062400020000</u></b>	\$2,565.85	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Total Paid
	2017-179583	05/03/2017	\$1,291.88	\$0.00	\$1,291.88
	2017-185218	10/31/2017	\$1,291.87	\$0.00	\$1,291.87

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	<b><u>2016-07062400020000</u></b>	\$1,689.61	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Total Paid
	2016-165692	05/02/2016	\$853.76	\$0.00	\$853.76
	2016-170781	10/26/2016	\$853.75	\$0.00	\$853.75

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	<b><u>2015-07062400020000</u></b>	\$1,943.03	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Total Paid
	2015-152301	05/04/2015	\$980.47	\$0.00	\$980.47
	2015-158406	11/05/2015	\$980.46	\$0.00	\$980.46

### Property Images

Click on an image to enlarge it.



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# SKAMANIA COUNTY WASHINGTON



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2020-07-16 10:47 AM

General Services  
SKAMANIA County Assessor, P.O. Box 100, Steveson, WA 98607

Assessor    Treasurer    Appraiser    MapSifter

## Parcel

Parcel ID:	07062400020000	Owner Name:	THREE RIVERS RECREATION
DOC Code:	19 - Residential - Vacation and Cabin	Address:	AREA-SAUER, L.L.C.
Zone:	91 EAGLE VIEW LN	Address:	26300 NE 16TH STREET
Map Sheet No:	MR-10	City/State:	CAMAS WA
APN:		Zip:	98607
Legal Description:	LOT 4 OF THE SAUER S/P#2005160078		
Comments:	SPLIT OFF PARCEL # 07062400020300 ON 01/11/2006		

## Land

### Land

Code	Unit Type	Units	Land Shape	Width	Depth
FirePatrol	FIRE Acres	27.00000000	Rectangle		
Res AC	Acres	13.00000000			

## Single Family Residence

### One Story - Single-family Residence

Year Built	Year Built	Completed Year	Quality	Count/ft	
630	2006		3.0 - Average	3.0 - Average	
Components					
Code	Description	Units	Percent	Material Desc	
115	Rustic Log	0	100%	Architecture	
211	Galvanized Metal	0	100%	Bedrooms	0.00
711	Built-in Garage (SF)	1260	0%	Bathrooms	0.00
				Total Rooms	
				Foundation	Concrete
				Garage Stalls	2

## Single Family Residence

### Misc Improvement:

Description	Year Bld	Units
OWD - WOOD DECK	2006	Units - 160.00
ROOF - ONLY		Units - 60.00

## Property Images

7/16/2020

TerraScan TaxSifter - SKAMANIA County Washington

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Date current as of: 7/15/2020 4:52 PM

TX RollYear: Search: 2020

"MUDDY RIVER" SUBDIVISION

IN LOT 4 OF "SAUER SHORT PLAT"

IN A PORTION OF

THE E 1/2 OF THE SW 1/4

AND THE W 1/2 OF THE SE 1/4 OF

SECTION 24, T. 7 N., R. 6 E., W.M.,

SKAMANIA COUNTY, WASHINGTON

WE, OWNERS OF THE ABOVE TRACT OF LAND, HEREBY DECLARE AND CERTIFY THIS SHORT PLAT TO BE TRUE AND CORRECT TO THE BEST OF OUR ABILITIES, AND THAT THIS SHORT SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES. FURTHER, WE DEDICATE ALL ROADS AS SHOWN, NOT NOTED AS PRIVATE, AND WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AGENCY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF SAID ROADS.

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NOTARY PUBLIC \_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ RESIDING AT \_\_\_\_\_, WA.

WATER SUPPLY METHODS AND SANITARY SEWER DISPOSAL/ON-SITE SEWAGE DISPOSAL SYSTEMS CONTEMPLATED FOR USE IN THIS SUBDIVISION SHALL CONFORM WITH CURRENT STANDARDS. (SHORT PLAT ORD. 17.64.100(c)(1))

SKAMANIA COUNTY HEALTH DEPARTMENT \_\_\_\_\_ DATE: \_\_\_\_\_

I, \_\_\_\_\_ COUNTY ENGINEER OF SKAMANIA COUNTY, WASHINGTON, CERTIFY THAT THIS PLAT MEETS CURRENT SKAMANIA COUNTY SURVEY REQUIREMENTS, CERTIFY THAT ANY ROADS AND/OR BRIDGES, DEVELOPED IN CONJUNCTION WITH THE APPROVED PLAN, MEET CURRENT SKAMANIA COUNTY DEVELOPMENT STANDARDS FOR ROADS; CERTIFY THAT THE CONSTRUCTION OF ANY STRUCTURES, REQUIRED FOR AND PRIOR TO FINAL APPROVAL, MEETS STANDARD ENGINEERING SPECIFICATIONS; APPROVE THE LAYOUT OF ROADS AND EASEMENTS; AND APPROVE THE ROAD NAME(S) AND NUMBER(S) OF SUCH ROAD(S).

SKAMANIA COUNTY ENGINEER \_\_\_\_\_ DATE: \_\_\_\_\_

ALL TAXES AND ASSESSMENTS ON PROPERTY INVOLVED WITH THIS SHORT PLAT HAVE BEEN PAID, DISCHARGED OR SATISFIED.

SKAMANIA COUNTY TREASURER \_\_\_\_\_ DATE: \_\_\_\_\_

THE LAYOUT OF THIS SUBDIVISION COMPLIES WITH ORDINANCE 1980-07 REQUIREMENTS, AND THE SUBDIVISION PLAT IS APPROVED SUBJECT TO RECORDING IN THE SKAMANIA COUNTY AUDITOR'S OFFICE.

SKAMANIA COUNTY PLANNING DEPARTMENT \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
 COUNTY OF SKAMANIA )

I HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING FILED BY \_\_\_\_\_ ON \_\_\_\_\_ 2020, AT \_\_\_\_\_ AM/PM WAS RECORDED UNDER AUDITOR'S FILE NUMBER \_\_\_\_\_

RECORDER OF SKAMANIA COUNTY, WA. \_\_\_\_\_

SKAMANIA COUNTY AUDITOR \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THREE RIVERS RECREATIONAL AREA-SAUER, LLC ON 7/07/20

KYLE P. FEEDER, PROFESSIONAL LAND SURVEYOR, \_\_\_\_\_ DATE: \_\_\_\_\_  
 PLS NO. 41032



ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 SIGNED OR ATTESTED BEFORE ME \_\_\_\_\_ BY KYLE P. FEEDER  
 NOTARY SIGNATURE \_\_\_\_\_  
 DATED: \_\_\_\_\_  
 PRINTED NAME: \_\_\_\_\_  
 NOTARY IN AND FOR THE STATE OF WASHINGTON  
 MY COMMISSION EXPIRES \_\_\_\_\_

DATE: 8-11-20  
 SCALE: 1"=100'  
 JOB NO.: 20-026  
 CALC BY: KPF  
 DRAWN BY: GLF  
 CHECKED BY: KPF  
 SHEET 1 OF 1



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	213.95	156.99	153.49	N 51°01'15" W	42°02'31"
C2	179.75	118.39	118.38	S 32°55'52" E	55°51'43"
C3	179.75	141.60	137.97	N 58°25'55" W	45°08'10"
C4	179.75	160.00	154.77	N 55°30'00" W	51°00'00"
C5	188.28	61.59	61.31	N 89°37'44" E	18°44'31"
C6	188.28	60.00	59.74	S 71°07'43" W	18°19'26"
C7	188.45	121.58	119.48	N 80°30'00" E	36°57'58"
C8	300.00	136.14	134.97	S 13°00'00" E	26°00'00"
C9	82.61	68.80	66.83	N 23°51'34" E	47°43'08"
C10	280.98	132.40	131.18	N 86°30'00" E	27°00'00"

LINE	BEARING	DISTANCE
L1	N 12°00'00" E	88.00
L2	N 18°00'00" E	56.00
L3	S 26°00'00" W	60.00
L4	N 32°00'00" E	70.00
L5	S 43°00'00" W	65.00
L6	N 32°00'00" E	82.00
L7	N 28°00'00" E	99.00
L8	S 45°00'00" E	72.00
L9	S 65°00'00" W	44.00
L10	S 81°40'00" E	170.00
L11	N 89°00'00" E	130.00
L12	N 87°00'00" W	95.00
L13	S 85°00'00" W	125.00
L14	N 81°40'00" W	98.01
L15	S 90°00'00" E	74.00
L16	S 87°30'00" W	86.00
L17	N 89°50'00" W	73.00
L18	S 77°40'00" E	45.47
L19	N 65°00'00" E	33.49
L20	S 01°23'17" W	45.00
L21	S 88°36'43" E	30.00
L22	S 53°38'12" W	28.57
L23	N 41°43'29" E	83.02
L24	N 43°18'33" E	123.26
L25	S 37°21'01" W	104.41
L26	S 42°21'16" W	121.26
L27	N 43°57'52" E	52.45

PROPERTY OWNER:  
 GERALD AND MARY SAUER  
 26300 NE 16TH STREET  
 CAMAS, WA 98607

DEED REFERENCE:  
 GRANTOR: GERALD AND MARY SAUER  
 GRANTEE: THREE RIVERS RECREATIONAL AREA-SAUER, LLC  
 AUDITOR'S FILE NUMBER 2014001422  
 DATE: AUGUST, 26, 2014

SURVEY REFERENCE:  
 1) "SAUER SHORT PLAT", AUDITOR'S FILE NUMBER 2005160078

NARRATIVE:  
 THE PURPOSE OF THIS SURVEY WAS TO LOCATE, MONUMENT AND DIVIDE THAT CERTAIN TRACT OF LAND CONVEYED TO THREE RIVERS RECREATIONAL AREA - SAUER, LLC BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2014001422, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

ALL NEW DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE WATER RESOURCE SETBACKS. FUTURE DEVELOPMENT MAY BE IMPACTED BY CHANGES TO REGULATIONS CONCERNING WATER RESOURCES. DEVELOPERS ARE URGED TO CONTACT SKAMANIA COUNTY PLANNING DEPARTMENT REGARDING CURRENT REGULATIONS. NO PORTION OF ANY STRUCTURE, INCLUDING EAVES, OVERHANGS, DECKS OR PORCHES, OR ANY DISTURBANCE, INCLUDING MOWING, GRADING OR CLEARING SHALL BE ALLOWED WITHIN THE RIVER OR ITS BUFFER. CONTACT THE SKAMANIA COUNTY PLANNING DEPARTMENT FOR CURRENT RESTRICTIONS REGARDING THE BUFFER WIDTHS.

THE ZONING DESIGNATION FOR THIS PARCEL IS MOUNTAIN RECREATIONAL-S (MRS)  
 ELECTRICITY IS NOT CURRENTLY AVAILABLE IN THIS AREA.

THIS SUBDIVISION PLAT IS IN AN AREA OF COMMERCIAL FOREST LAND WHICH IS SUBJECT TO A VARIETY OF ACTIVITIES THAT MAY NOT BE COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. IN ADDITION TO OTHER ACTIVITIES, THESE MAY INCLUDE NOISE, DUST, SMOKE, SLASH BURNING, VISUAL IMPACTS AND ODORS RESULTING FROM HARVESTING, EARLY HOURS OF OPERATION, PLANTING, BROADCAST HELICOPTER APPLICATIONS OF FERTILIZERS, HERBICIDES AND ASSOCIATED MANAGEMENT ACTIVITIES. WHEN PERFORMED IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL LAW, THESE FOREST MANAGEMENT ACTIVITIES ARE NOT SUBJECT TO LEGAL ACTION AS A PUBLIC NUISANCE. ALL STRUCTURES ARE TO BE SETBACK AT LEAST 25 FEET FROM ALL PROPERTY LINES OF THE SHORT PLAT THAT ARE ADJACENT TO LAND USED FOR FOREST USE.

A WILDLIFE HABITAT ASSESSMENT REPORT IS RECORDED UNDER SKAMANIA COUNTY AF# 2005158676.

A LANDSLIDE HAZARD STUDY IS RECORDED UNDER SKAMANIA COUNTY AF# 2005158676.

A 250' RIPARIAN BUFFER ZONE, AS SHOWN, IS ESTABLISHED BORDERING NORTH FORK LEWIS RIVER. NO VEGETATION REMOVAL IS ALLOWED WITHIN THE BUFFER AREA, UNLESS IT IS A MITIGATED NOXIOUS OR INVASIVE SPECIES.

THIS PROPERTY IS WITHIN BIG GAME WINTER RANGE. THE PROPERTY COULD BE DAMAGED, AND INDIVIDUAL LOT OWNERS WILL BE LIABLE FOR THE REPAIRS. ANY VEGETATION PLANTED ON THE SUBJECT SITE SHOULD BE NATIVE TO THE AREA.

CC&Rs ARE RECORDED UNDER SKAMANIA COUNTY AF#2005159105.

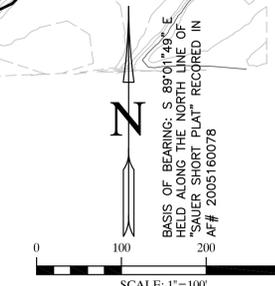
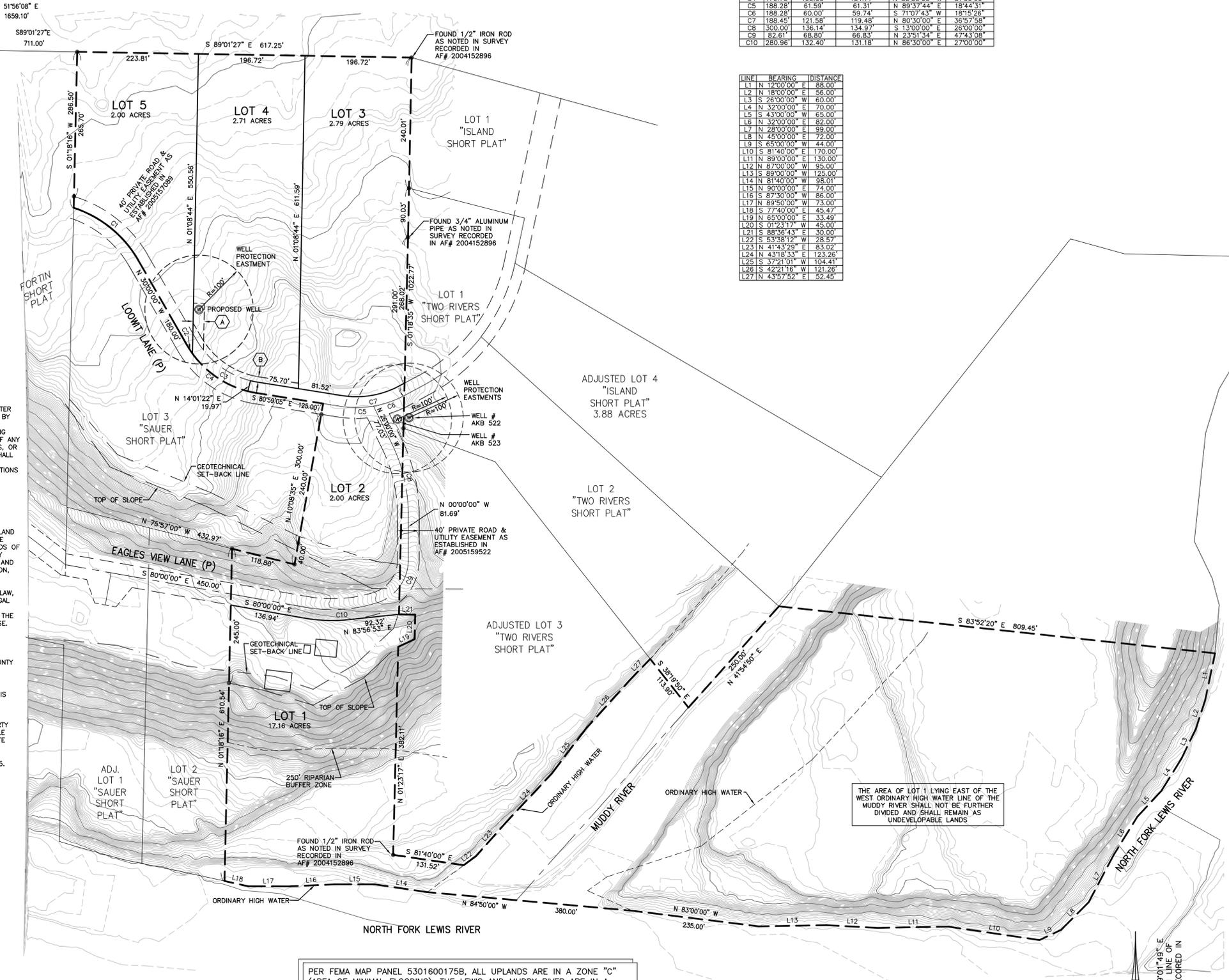
ALL ROAD EASEMENTS SHOWN ARE NON-EXCLUSIVE PRIVATE ROAD EASEMENTS FOR INGRESS, EGRESS AND UTILITIES. AUTHORIZED USE OF ALL ORWATE ROADS IS TO ACCESS POSSIBLE FUTURE DEVELOPMENT OF ADJOINING PROPERTIES FOR INGRESS, EGRESS AND UTILITIES.

LAND WITHIN THIS SUBDIVISION SHALL NOT BE FURTHER SUBDIVIDED.

WARNING: PURCHASERS OF A LOT, OR LOTS, IN THIS PLAT ARE ADVISED THAT THE LOT, OR LOTS, IN THIS PLAT ARE SERVICED BY PRIVATE ROADS. PRIVATE ROADS ARE NOT MAINTAINED BY SKAMANIA COUNTY. LOT OWNERS WITHIN THIS PLAT MUST PAY FOR THE MAINTENANCE OF THE PRIVATE ROADS SERVING THIS PLAT, INCLUDING GRADING, DRAINAGE, SNOW PLOWING, ETC. THE CONDITION OF THE PRIVATE ROAD MAY AFFECT SUBSEQUENT ATTEMPTS TO DIVIDE YOUR LOT, OR LOTS. PRIVATE ROADS MUST COMPLY WITH SKAMANIA COUNTY'S PRIVATE ROAD REQUIREMENTS" (ORD. 1980-07, SEC. 6.20.)  
 SEE ROAD MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 2007166228.

PER FEMA MAP PANEL 5301600175B, ALL UPLANDS ARE IN A ZONE "C" (AREA OF MINIMAL FLOODING). THE LEWIS AND MUDDY RIVER ARE IN A ZONE "A" (AREA OF 100 YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARDS HAVE NOT BEEN DETERMINED)

- (A) 10' WATER LINE EASEMENT TO LOTS 2, 4 AND 5
- (B) 5' WATER LINE EASEMENT TO LOTS 4 AND 5

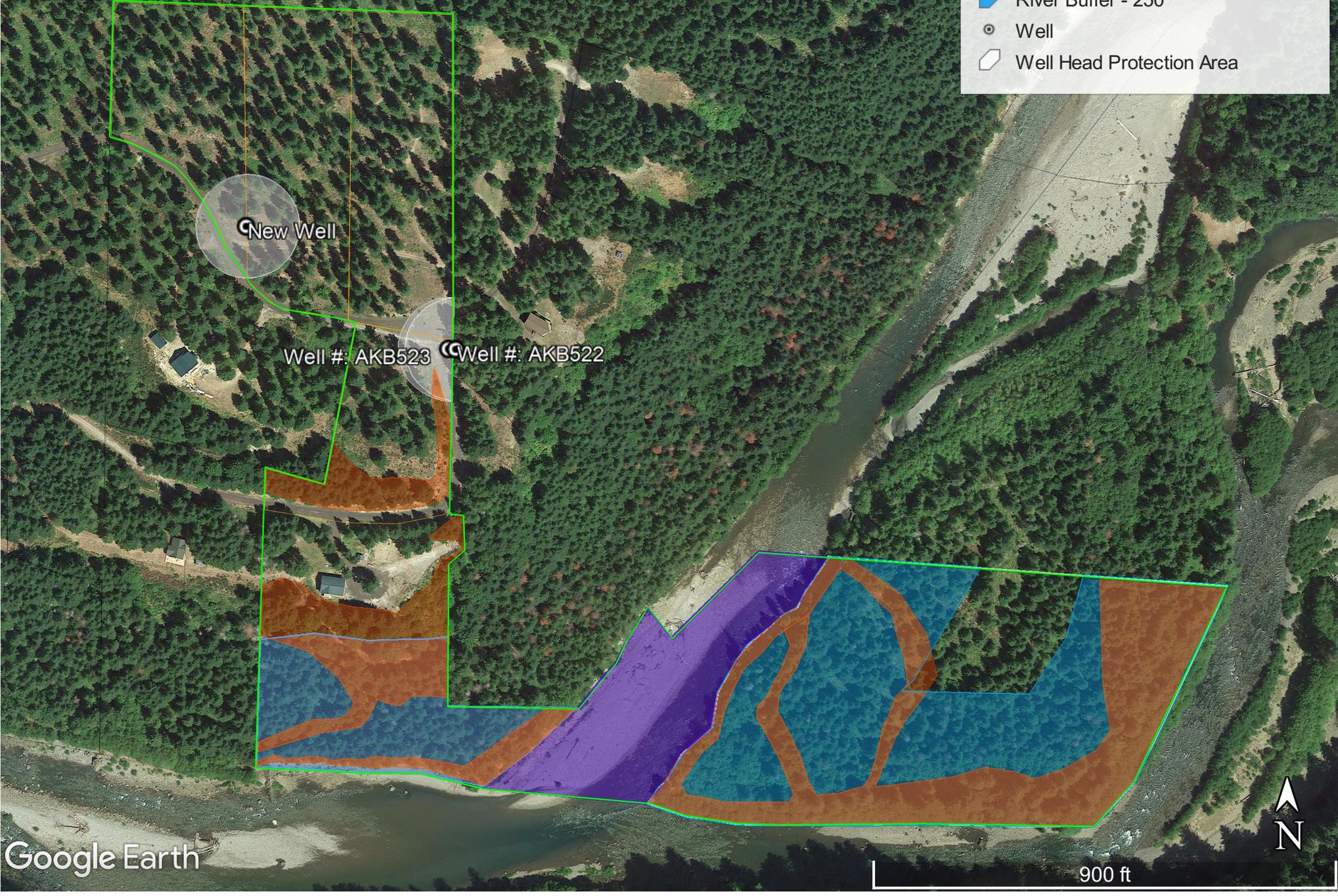


# Muddy River Subdivision

Critical Areas

## Legend

-  Erosion & Landslide Hazard Areas
-  Frequently Flooded Areas
-  River Buffer - 250'
-  Well
-  Well Head Protection Area



New Well

Well #: AKB523

Well #: AKB522



# SEPA ENVIRONMENTAL CHECKLIST

## ***Purpose of checklist:***

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## ***Instructions for Lead Agencies:***

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## ***Use of checklist for nonproject proposals:***

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

## **A. Background [\[HELP\]](#)**

✓ 1. Name of proposed project, if applicable:

Muddy River Subdivision

✓ 2. Name of applicant:

Jerry Sauer

✓ 3. Address and phone number of applicant and contact person:

Applicant & Contact person: Jerry Sauer

Address: 26300 NE 16<sup>th</sup> St.  
Camas, WA 98607

✓ Phone: 360-607-1646

✓ Email: [jerry@sauerdevgroup.com](mailto:jerry@sauerdevgroup.com)

4. Date checklist prepared:

✓ 8/10/2020

✓ 5. Agency requesting checklist:

Skamania County Community Development Department Planning Division

✓ 6. Proposed timing or schedule (including phasing, if applicable):

A new well to serve the four new lots was drilled on 8/5/2020.

Driveway construction, and water line installation will begin on all four new undeveloped lots as soon as permits are granted, and weather permits, within any applicable work windows. This work should take 1-3 weeks to complete once scheduled.

The applicant has proposed to install a Group B Public Water System. The applicant shall obtain approval for the water system from the Washington Department of Health. All other wells proposed as part of the subdivision shall demonstrate adequate water. Driveways and private road development shall meet the Skamania County Private Road standard.

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

No.

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

The subject property is Lot 4 of the Sauer Short Plat, which was recorded in 2007. Environmental documents were prepared for the Sauer Short Plat, which may meet current requirements. However, new reports and/or additional information to revise existing documents may also be required. For example, two maps have been prepared to show site-specific details not included in more generalized reports. These are the Muddy River Subdivision Critical Areas and Muddy River Subdivision Contours maps submitted with this SEPA checklist.

The following documents were prepared for the Sauer Short Plat:

- Environmental Technology Consultants (ETC). June 14, 2005. Wildlife and Habitat Assessment Report for Three Rivers Recreation Area Forest Road 25, Loowit Road Skamania County, WA. Skamania County Community Development Department Planning Division. File #: CAR-70-06, SP-04-17. Stevenson, WA.

The applicant shall provide a letter from a wildlife biologist or other qualified professional demonstrating that the Assessment and mitigations comply with the provisions under Title 19 - Critical Areas Ordinance. If the proposed mitigations do not meet the requirements then an updated habitat assessment shall be required.

- GeoPacific Engineering, Inc (GEI). June 14, 2005. Landslide Hazard Study Pine Creek Recreational Properties. Skamania County, Washington. Skamania County Community Development Department Planning Division. File #: CAR-70-06, SP-40-17. Stevenson, WA.
- Mark Yinger Associates (MYA). June 26, 2006. Impact related to use of groundwater for the Three Rivers Recreational residential development. Skamania County, Washington. Skamania County Community Development Department Planning Division File #: SP-04-17. Stevenson, WA.
- PLS Engineering (PLS). March 4, 2007. Assessment of Need for Construction Activity Stormwater NPDES Permits for: Three Rivers Recreation Area Short Plats Skamania County, Washington. Skamania County, Washington. Skamania County Community Development Department Planning Division File #: SP-04-17. Stevenson, WA.
- Rapid Soil Solutions (RSS). May 2, 2007, Revised 5/17/2007. Volcanic Hazard Study Pine Creek Short Plats Skamania County, Washington. Skamania County, Washington. Skamania County Community Development Department Planning Division File #: SP-04-17. Stevenson, WA.

These reports are not present in the Short Plat File or Critical Areas File. These reports should be provided to the county so that a full assessment can be made.

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

No.

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

- Skamania County SEPA Determination
- Skamania County Critical Areas Review
- Skamania County Subdivision Approval
- Skamania County Land Division – On-site Septic System Permit
- WA State Dept. of Ecology Group B Water System Workbook Approval

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

A 5-lot subdivision of 26 acres currently known as Sauer Short Plat Lot 4 (tax parcel #: 07062400020000). The property is zoned Mountain Recreational (MR) with a 5-acre minimum lot size (MR-5). However, in order to reduce the size of the four proposed new lots to 2 acres each, the Muddy River Subdivision (MRS) has been designed in accordance with Skamania County Code Title 19 Section 01.080(D)7, which governs density transfer for residential land divisions and allows for reductions in lot dimensions and sizes in exchange for permanent protection of a

critical area from future development. The subdivision will be served by two existing gravel-surface private roads, Loowit Lane and Eagles View Lane.

The MRS will create 4 new vacant lots of approximately 2 acres each (Lots 2-5). Each could eventually contain a single-family recreational dwelling with septic system and associated outbuildings. These lots will be served by a new Group B water system with 4 total connections, which will be supplied by a new domestic well drilled 100' north of the centerline of Loowit Lane between proposed Lots 4 and 5 (see plat map). A 10' water line easement will extend from the well to Loowit Lane where water lines will be placed within a new 5' water line easement immediately adjacent to the existing Loowit Lane 40' road and utility easement. A 12' wide driveway of a maximum 100' length will be cleared, graded, and rocked to each new lot from Loowit Lane.

The MRS will also create one lot of about 18 acres in size (MRS Lot 1). It will contain the existing single-family recreational dwelling with its associated outbuildings, functioning septic system, and water line connecting to an existing domestic well (AKB523) at the junction of Loowit Lane and Eagles View Lane. The existing well will end up on MRS Lot 2. MRS Lot 1 lot will also contain the easement required to complete the critical area density transfer.

✓ 12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

91 Eagles View Lane  
Stevenson, WA 98648

- Lot 4 of the Sauer Short Plat
- Skamania County tax parcel #: 07062400020000
- Adjacent to the confluence of the Muddy and North Fork Lewis Rivers upstream of Swift Reservoir.

See legal description, site plan, and vicinity map provided with the MRS Subdivision Application.

See topographic maps included in the Wildlife and Habitat Assessment Report and Landslide Hazard Study referenced above (ETC, 2005; GEI, 2005).

## B. Environmental Elements [\[HELP\]](#)

### 1. Earth [\[help\]](#)

✓ a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other flat areas

The site is primarily wooded.

North of Loowit Lane, where MRS Lots 3-5 will be, is a flat plateau with slopes less than 10%. Between Loowit Lane and Eagles view Lane, where MRS Lot 2 will be, slopes increase up to 30%.

The North Fork Lewis River (NFLR) runs northeast to southwest forming the southeast boundary of what will be MRS Lot 1. At the lot's southeast corner, the NFLR river bends sharply to run east to west forming the south boundary of the subdivision. The north to south flowing Muddy River joins the NFLR about 800' west of the North Fork's bend leaving an "island" of flat land between the two rivers. The southern portion of this "island" is included in Lot 4 of the Sauer Subdivision. Most of that area also lies within the 250' buffers for the Muddy and NFL rivers. It is also the area proposed for permanent protection from development to accommodate the critical areas density transfer. Adjacent to the confluence of the Muddy River and NFLR the land is flat for 200'-300' before increasing to slopes of up to 50% as the property rises to Eagles View Lane.

✓ b. What is the steepest slope on the site (approximate percent slope)?

About 50%.

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

Adjacent to the NFLR and Muddy River soils are Bonneville stony sandy loam (ETC, 2005). The remainder of the site is Pinchot cindery sandy loam.

The entire area is underlain by lahar and pyroclastic flow deposits from at least six eruptions of Mt. St. Helens, including the most-recent large eruption in 1980 (GEI, 2005). Mt. St. Helens is located northwest of the site while Mt. Adams is located to the northeast.

There are no agricultural lands of long-term commercial significance on or near the property. The applicant should submit a erosion control plan for development of roads and building sites. The plan shall incorporate Best Management Practices from the Western Washington Stormwater Management Manual of 2019.

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

No.

The site was determined "to have a low susceptibility to potential landslide hazards" and no evidence of unstable soils were noted during prior field investigations (GEI, 2005). However, active stream erosion was found to be occurring adjacent to the Muddy River and NFLR. No development is proposed near these rivers. Since 2005, no significant landslides or slope instability has been noted by the landowner.

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

No new roads are required, and future home sites are naturally flat.

New construction for the land division includes:

- A 12'x100' (max length) gravel driveway on each new lot
  - 1,200 square feet (maximum) clearing and grading, likely less
  - 200 cubic yards of rock (maximum) for a 6" deep driveway surface
- Drilling a new well for potable water
  - 0.2 square feet ground disturbance
- Water line installation from the new well to each new undeveloped lot
  - 6"x3' trenches, with a total length of 200' maximum, likely less
  - Maximum 100 square feet of clearing
  - Maximum excavation of about 100 cubic yards

✓ Estimated ground disturbance by type:

- Clearing – 1,300 square feet maximum
- Grading – 1,300 square feet maximum
- Excavation – 100 cubic yards maximum, which will be put back
- Fill – 200 cubic yards of rock maximum

✓ Local rock will be used for driveway surfacing sourced from an existing rock pit located on Skamania County tax parcel: 07062400030000, which is less than 1 mile by road away.

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

Lot 1 has already been developed and no new potential erosion is anticipated.

Erosion could occur from runoff during driveway construction and water line placement for MRS Lots 2-5. The potential amount should be minimal due to:

- Naturally flat topography where construction is proposed
- Minimal proposed ground disturbance and excavation
  - Less than 0.03 acres and 100 cubic yards, respectively
  - Water line placement within previously cleared areas
- Short construction time frame
  - Each driveway is anticipated to take less than 1 day to complete

- Water line trenching and installation completed in about 1 day
- Short time frame between ground disturbance and rock placement due to proximity of the rock pit

Erosion from future site clearing and construction is also possible on the 4 undeveloped lots for site preparation and/or building construction. These activities would occur after the subdivision has been completed by future landowners and are not part of this project. Since building permits should be required for any such construction, adequate erosion control is anticipated through conditions of permit approvals. These 4 lots are relatively flat, which naturally decreases the potential for erosion from future development that may occur. Soils on these four lots have very rapid permeability (greater than 20") and runoff is slow, which yields only a slight hazard of water erosion (ETC, 2005).

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

Less than 1% (up to a maximum of 0.33 acres out of 26.66 total) as follows:

- Existing roads and driveways – 5,500 square feet
- Existing structures – 1,500 square feet
- Proposed driveways – 1,200 square feet (maximum)
- Potential new structures – approximately 6,000 square feet (estimated using 1,500 square feet per new lot)

The MRS project will directly contribute a maximum of 1,200 square feet of new impervious surfaces in the form of new driveways, which is less than 0.1% of the total project area. The actual size of these new impervious surfaces may even be less than estimated.

Once the MRS is complete and the four new lots are sold, an additional 6,000 square feet of impervious surface area (0.5% of the total project area) is estimated as new buildings are constructed on Lots 2-5.

A stormwater management plan shall be required meeting the requirements of the County Engineer. The County Engineer has specified that the Western Washington Stormwater Management Plan of 2019 be the guiding document and that a WWHM be submitted with the plan and report.

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

Complete construction as quickly as possible, within a single day for each activity if possible, to avoid exposure of disturbed soils to potential erosion.

See additional detail and discussion in ETC, 2005 and GEI, 2005.

The applicant shall follow BMPS for erosion control.

## 2. Air [\[help\]](#)

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

In the near term, the MRS project should not result in any significant permanent air emissions.

Operation of equipment to drill the new well and install water lines should result in some temporary exhaust fumes from 1 piece of heavy equipment and 1-2 trucks operated during daylight hours on weekdays for a maximum of 1 to 3 days. Similar temporary exhaust fumes from 1 piece of heavy equipment and 1 dump truck is anticipated for 1 to 3 days to construct driveways.

In the longer term, exhaust fumes from construction equipment could occur on weekdays during daylight hours for up to 6 months each to create building sites and build recreational cabins, if desired, on the 4 new undeveloped lots.

Long-term permanent air emissions that could result from regular use of the new lots includes exhaust from personal vehicles, dust from vehicles on gravel roads, and smoke from wood fires. However, since these sites will be for seasonal recreational use, such emissions should be infrequent and of a short duration limited primarily to summer weekends.

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

Logging and/or slash burning on nearby properties could continue to occur, which would cause exhaust fumes, dust, and smoke emissions. However, immediately adjacent properties to the west, east and south are recreational. The adjacent property to the north was just clear-cut logged this year limiting the potential for nearby logging impacts to air quality in the near term.

A rock pit is located within ½ a mile of the subject site's northwest corner, which produces exhaust fumes and dust from equipment operation. These emissions should not significantly impact the new lots because of the following factors:

- Distance from the pit to the lots exceeds 1,600' at the closest point
- Elevation of the bottom of the pit is about 100'-300' below the new lots
- A steep bank on the pit's east side provides a physical barrier, and
- Presence of mature vegetation between the pit and new sites, and on the new sites themselves blocks and filters emissions.

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

Topography and natural vegetation on and surrounding the new lots coupled with their seasonal use should provide sufficient protection from anticipated future construction, use, and maintenance air emissions for the lots and surrounding properties.

### 3. **Water** [\[help\]](#)

a. Surface Water: [\[help\]](#)

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

The North Fork Lewis River (NFLR) forms the south and southeast property boundaries and flows into Swift Reservoir, an impoundment of the NFLR, downstream of the subject site.

The Muddy River flows roughly north to south through what will become Lot 1 of the MRS. Its confluence with the NFLR is located at the southeast corner of Lot 1. Both rivers are Type S permanent fish-bearing waters designated as Shorelines of State and/or County Significance. The southern portion of a flat "island" between the NFLR and Muddy River will become part of MRS Lot 1. This "island" will be permanently protected from development by an easement to complete the critical areas density transfer under Skamania County Code 19.01.080(D)7).

The Lewis River and Muddy River are located outside of the proposed development areas of this subdivision. Skamania County Code requires a 100 foot buffer from the ordinary high-water mark of these rivers. As stated in the Code above a permanent easement associated with proposed Lot 1 will be utilized to protect the area from development.

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

No. No work will be performed on what will become MRS Lot 1 as it is already developed.

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

None.

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

No.

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

Yes, part of proposed MRS Lot 1 lies within the Muddy River floodway and its 100-year floodplain (see MRS plat map).

No clearing, grading, excavation, fill, ground disturbance or other construction is proposed or anticipated within any floodway, floodplain, or Frequently Flooded Areas.

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

No.

✓ b. Ground Water: [\[help\]](#)

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

Yes, a new exempt well was drilled near Loowit Lane between proposed Lots 4 and 5 (see plat map). The well will supply a new Group B water system with 4 connections. Water lines will run within a new 5' wide water line easement adjacent to the existing Loowit Lane 40' road and utility easement from the well to each of the 4 new undeveloped lots (Lots 2-5). The amount of water withdrawn from the well should not exceed 5,000 gallons per day since this potable groundwater will be used for seasonal recreational residential use only.

No water is anticipated be discharged to groundwater other than through approved septic and/or stormwater systems that may be installed to serve potential new recreational residences.

See additional detail and discussion in MYA, 2006 and PLS, 2007.

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

Each of the 4 new lots could eventually have its own on-site septic system to treat domestic sewage. Dry wells to catch and treat runoff from future structures may also be installed if required.

c. Water runoff (including stormwater):

- ✓ 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

No new significant surface runoff is anticipated from the land division and associated construction activities. Up to a maximum 1,200 square feet of new driveway surfaces could create minimal runoff. However, existing road ditches

and vegetated soils are anticipated to adequately collect and dispose of this small amount of new stormwater through dispersion and natural infiltration.

Future new impervious surfaces could be added if new lot owners clear camp/home sites and/or build future homes and outbuildings on the 4 new lots. These surfaces could result in stormwater runoff. However, since building permits should be required for any significant new construction, it is anticipated that runoff will be controlled as conditions of each permit. Additionally, any potential new runoff not contained in approved stormwater systems from such structures would flow onto undisturbed soils covered in native woodland vegetation, or toward existing roadside ditches. Due to the distance of these roads from nearby surface waters, highly permeable soils, and the predominance of abundant natural, native woodland vegetation, it is extremely unlikely any runoff would enter nearby surface waters.

See additional detail and discussion in PLS, 2007.

2) Could waste materials enter ground or surface waters? If so, generally describe.  
No, for the same reasons outlined immediately above.

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

No because proposed driveways and potential future home sites are predominantly flat already.

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

None. These potential impacts should be addressed through approval of future septic and building permits.

#### 4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

Orchards, vineyards or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

Approximately 99% of the subject parcel is forested with second growth Douglas-fir (*Pseudotsuga menziesii*), lodgepole pine (*Pinus contorta*), alder (*Alnus rubra*) and big-leaf maple (*Acer macrophyllum*). The understory is largely salal (*Gaultheria shallon*), snowberry (*Symphoricarpos albus*) and fern (*Polystichum munitum* and *Pteridium aquilinum*).

See additional detail and discussion in ETC, 2005.

b. What kind and amount of vegetation will be removed or altered?

Up to a maximum of 1,200 square feet of clearing is proposed to complete the land division. See responses under Earth above for additional detail.

b. List threatened and endangered species known to be on or near the site.

None known.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

No new landscaping is proposed. Existing measures to preserve or enhance vegetation on the subject property are included in ETC, 2005.

e. List all noxious weeds and invasive species known to be on or near the site.

Scotch broom (*Cytisus scoparius*), Himalayan Blackberry (*Rubus armeriacus*)

## 5. Animals [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other \_\_\_\_\_

See ETC, 2005 for additional detail.

b. List any threatened and endangered species known to be on or near the site.

See ETC, 2005 for additional discussion and detail:

- Bull Trout (*Salvelinus malma/S. confluentus*) – Threatened. This species is listed as present in the North Fork Lewis River and the Muddy River adjacent to the property.
- Northern Spotted Owl (*Strix occidentalis*) – Threatened (State Endangered). This species is noted as present at one or more locations within the same township as the subject site. However, precise nesting locations are not available to the public.

c. Is the site part of a migration route? If so, explain.

Bull trout (*Salvelinus malma*/*S. confluentus*) use both the Muddy River and North Fork Lewis River to migrate between upstream spawning grounds and Swift Reservoir.

Elk (*Cervus elaphus*) use the property for winter range and migration from lower elevation winter range to higher elevation summer range.

d. Proposed measures to preserve or enhance wildlife, if any:

Existing measures to preserve or enhance wildlife on the subject property are included in ETC, 2005.

Permanent protection from development by creating an easement is proposed for all lands east of the western Muddy River Ordinary High Water Mark (OHWM) to complete the Critical Areas Density Transfer (see Plat Map).

e. List any invasive animal species known to be on or near the site.

None known.

## 6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

No community water, power, garbage, or sewer service is available in the Swift Area. If desired, each new lot must supply its own power. This is typically done using propane or solar powered generators. Wood fires/stoves are also common.

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

No.

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

None.

## 7. Environmental Health [\[help\]](#)

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

None anticipated beyond the normal risk of fuel/oil spill or wildfire from recreational use.

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

None.

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

None.

3) during the project's development or construction, or at any time during the operating life of the project.

Gasoline, diesel fuel, oil, propane, antifreeze, and/or other common household chemicals could be stored and used during future construction and use of the new lots and their potential new homes.

4) Describe special emergency services that might be required.

Fire, police, medical.

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

None.

#### b. Noise

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

Vehicle traffic, rock pit equipment and trucks, logging equipment and trucks, generator operation, recreational noise.

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

Short-term loud noise is anticipated during construction of potential new homes on 4 new lots during daylight hours primarily on non-winter weekdays. Traffic noise will also be present during construction for a limited time. After that, only occasional traffic and recreational noise is anticipated.

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

None.

### 8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Adjacent use is recreational residential and forestry. The proposal is not anticipated to affect current nearby land uses.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Prior to 2005 the site was working forest land. It was converted to recreational use in 2005. No new forest land will be converted to other uses because of the MRS proposal.

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

No. See above responses under Air for additional detail.

- c. Describe any structures on the site.

Existing 2-story single-family residence with elevated wood deck and 1 outbuilding exist on what will become Lot 1 of the MRS. These structures have a total footprint of 1,500 square feet.

- d. Will any structures be demolished? If so, what?

No.

- e. What is the current zoning classification of the site?

Mountain Recreational with 5-acre minimum lot size (MR-5).

- f. What is the current comprehensive plan designation of the site?

MR-5.

- g. If applicable, what is the current shoreline master program designation of the site?

Rural Conservancy

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Additional detail and discussion found in ETC, 2005; GEI, 2005; and RSS, 2007. See also MRS Critical Areas Map and MRS Contours map.

- Critical Aquifer Recharge Areas (1.1 acres total)
  - Wellhead Protection Areas (WHPA) – (1.1 acres)
- Fish and Wildlife Habitat Conservation Areas (26.66 square feet total)
  - Federal Endangered, Threatened or Sensitive Species and Habitats
    - Bull Trout (Threatened) – about 2.65 acres of Muddy River Floodway and about 2,100' of adjacent North Fork Lewis River shoreline
  - State Endangered, Threatened, Sensitive, or Priority Species and Habitats
    - Elk Winter Range – entire subject parcel (26.66 acres)
    - Riparian Habitat Areas – about 12 acres of 250' wide river buffer

- Waters of the State
  - About 2.65 acres of Muddy River Floodway (Type S Water) on Lot 1
  - About 2,100 linear feet of North Fork Lewis River shoreline (Type S Water) adjacent to Lot 1
- Frequently Flooded Areas (~ 2.65 acres total)
  - Floodway/100-year Floodplain - about 2.65 acres
- Geologically Hazardous Areas (26.66 acres total)
  - Erosion Hazard Areas (EHA) including Steep Slopes ( $\geq 30\%$  slope with  $\geq 10'$  vertical elevation change) and Landslide Hazard Areas (LHA) with slopes  $\geq 40\%$  and  $\geq 10'$  vertical relief) – about 6.5 acres
    - EHA, LHA & Steep Slopes on Lot 1 Island – about 3.9 acres
  - Seismic Hazard Areas – 26.66 acres with Moderate to High liquefaction susceptibility
  - Volcanic Hazard Areas – 26.66 acres within Near-Volcano Hazards and Lahars

The county will review the information provided by the applicant. Supplemental information may be required to ensure compliance with the requirements of Skamania County Critical Areas Ordinance Under Title 19.

i. Approximately how many people would reside or work in the completed project?

None. The properties will be for seasonal recreational use only.

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The project has been designed so that it should comply with applicable zoning and development regulations.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

None.

## 9. Housing [\[help\]](#)

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

None directly from the project. Eventually 4 new single-family homes could be built. However, due to the recreational and primitive nature of the area, future building construction is not guaranteed as many nearby lot owners choose to use their

properties more like a private campsite without the need for any permanent structures.

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

None.

- c. Proposed measures to reduce or control housing impacts, if any:

None.

## 10. Aesthetics [\[help\]](#)

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

None are proposed at this time.

Maximum building height is 35 feet above average site grade.

- b. What views in the immediate vicinity would be altered or obstructed?

None.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

None. See existing measures in ETC, 2005.

## 11. Light and Glare [\[help\]](#)

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

Eventually, up to 4 new homes could produce intermittent electric and/or fire light from indoor and/or outdoor fixtures. Glare may be possible from windows in the evenings and mornings.

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

No. The site is largely forested (99%) and will remain so.

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

None.

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

None.

## 12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Water-dependent activities such as swimming, fishing, and boating.

Land-based recreation such as hiking and hunting.

b. Would the proposed project displace any existing recreational uses? If so, describe.  
No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:  
None.

### 13. *Historic and cultural preservation* [\[help\]](#)

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

None known.

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

No.

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

#### Local knowledge of the property.

County Staff used the predictive model provided by the Department of Archaeology and Historic Preservation WISAARD program. This property is identified as lying within a very high risk area for encountering cultural resources. The applicant shall follow the general inadvertent discovery plan for Skamania County and contact applicable Tribes, DAHP and the Community Development office should archaeological resources be discovered.

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

Compliance with all applicable permit conditions.

### 14. *Transportation* [\[help\]](#)

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

Eagles View Lane connects to Loowit Lane, which connects to Forest Service Road 25 (see plat map). No new access to existing public streets is proposed. Four new driveways are proposed to access Loowit Lane, a private gravel road.

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

No.

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

None.

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

No.

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

No.

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

Vehicular trips would be most prevalent on summer weekends, perhaps 2-3 trips per day per lot (15 total) to the nearby lake. However, traffic should be light due to the proposed seasonal recreational use of the properties.

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

No.

- h. Proposed measures to reduce or control transportation impacts, if any:

None.

## 15. Public Services [\[help\]](#)

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

Yes, additional fire and police protection may be required since 4 new recreational lots will be created. However, these lots would be used only seasonally keeping potential need for these services minimal.

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

Seasonal recreational use instead of full-time residential.

## 16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,  
other \_\_\_\_\_

None, except as previously described for the existing dwelling on what will be MRS Lot 1.

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

The new well was drilled by a licensed well driller. New water lines will also be installed by a licensed contractor to supply each of the 4 new undeveloped lots with potable water. Each lot will also have its own on-site septic system to be designed and installed in the future by a qualified professional. See responses above under Earth and Water for additional detail.

**C. Signature** [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: \_\_\_\_\_

Name of signee: Karen Charly Boyd

Position and Agency/Organization: President, APS for client Jerry Sauer

Date Submitted: 8/12/2020

**D. Supplemental sheet for nonproject actions** [\[HELP\]](#)

~~(IT IS NOT NECESSARY to use this sheet for project actions)~~

~~Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.~~

~~When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.~~

- ~~1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?  
Proposed measures to avoid or reduce such increases are:~~
- ~~2. How would the proposal be likely to affect plants, animals, fish, or marine life?  
Proposed measures to protect or conserve plants, animals, fish, or marine life are:~~
- ~~3. How would the proposal be likely to deplete energy or natural resources?  
Proposed measures to protect or conserve energy and natural resources are:~~
- ~~4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?  
Proposed measures to protect such resources or to avoid or reduce impacts are:~~
- ~~5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?  
Proposed measures to avoid or reduce shoreline and land use impacts are:~~
- ~~6. How would the proposal be likely to increase demands on transportation or public services and utilities?  
Proposed measures to reduce or respond to such demand(s) are:~~
- ~~7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.~~

**SUBDIVISION APPLICATION**  
(Please complete application in ink)

Applicant: Jerry Sauer E-mail: jerry@sauerdevgroup.com  
 Address: 26300 NE 16<sup>th</sup> St. Home: ( )  
 Camas, WA 98607 Work: (360) 607-1646  
 Property Owner: Gerald & Mary Sauer E-mail:  
 Address: Same as Applicant Home: ( )  
 Work: ( )  
 Location of Property: Swift Area, 91 Eagles View Ln, Sauer Short Plat Lot 4  
 Tax Lot/Parcel #: 07062400020000 Total Acres: 26.66  
 Number of Lots: 5 Zoning: MR-5

Water Source:

- |   |   |
|---|---|
| <input type="checkbox"/> New Individual Well  | <input type="checkbox"/> Skamania County PUD Water System |
| <input type="checkbox"/> Existing Individual Well                                     | <input type="checkbox"/> Home Valley Water System         |
| <input checked="" type="checkbox"/> New Community Water System (Serving up to 6 lots) | <input type="checkbox"/> Mill-A Water System              |
| <input type="checkbox"/> Existing Community Water System (Serving up to 6 lots)       | <input type="checkbox"/> Other Water System - specify     |

Sewage Treatment Method: On-site septic systems

Check all that apply to your parcel:

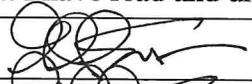
- Sensitive Habitat Areas     Streams, Creeks, Rivers     Geological Hazard Areas  
 Ponds, Lakes, Wetlands     Steep Slopes

Please attach the Legal Description of the tax lot/parcel of this application. (Legal Description can be obtained from the County Auditor)

Proposed use of lots (Residential, Commercial, Industrial, Recreational, etc.):

Four new lots for future recreational residences and one lot that is already developed with a recreational residence.

I hereby certify that I have read and understand the attached Hearing Examiner process

Applicant signature(s):  Date: 7/8/20

Owner signature(s):  Date: 7/8/20

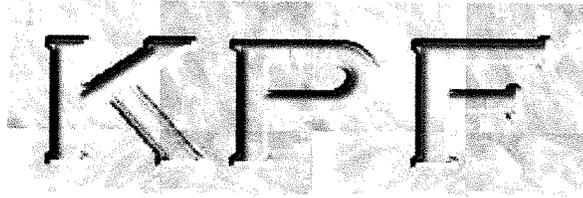
Signature of the property owner(s) authorizes the Community Development Department and other Agency personnel reasonable access to the site in order to evaluate the application.

FOR DEPARTMENT USE ONLY	
Legal description attached: Yes / No	RECEIVED SKAMANIA COUNTY
Date received	Date complete
Receipt #	File #

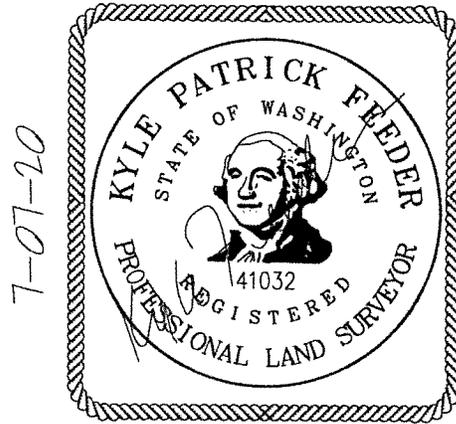
JUL 16 2020

COMMUNITY DEVELOPMENT  
DEPARTMENT

SD-20-01



KPF Surveying Inc.  
2208 E. Evergreen Blvd.  
Vancouver, WA 98661  
360-834-0174



July 7, 2020

**PERIMETER DESCRIPTION**  
**“MUDDY RIVER CLUSTER SUBDIVISION”**

A tract of land located in a portion of the “Sauer Short Plat”, according to the plat thereof, recorded in Auditor’s File Number 2005160078, records of Skamania County, Washington in the Southwest quarter of Section 24, and in a portion of the “Two Rivers Short Plat”, according to the plat thereof, recorded in Auditor’s File Number 2006161514, records of Skamania county, Washington, in the Southeast quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows;

Beginning at the Northwest corner of said Southwest quarter of Section 24;

Thence South 51°56'08" East for a distance of 1659.10 feet to the Northwest corner of the “Fortin Short Plat”, according to the Plat thereof, recorded in Auditor’s File Number 2006161036, records of Skamania County, Washington;

Thence South 89°01'27" East, along the north line of said Fortin Short Plat” for a distance of 711.00 feet to the northwest corner of Lot 4 of the “Sauer Short Plat”, according to the plat thereof, recorded in Auditor’s File Number 2005160078, records of Skamania County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence South 89°01'27" East, along the north line of said "Sauer Short Plat", for a distance of 617.25 feet, to the northeast corner of said "Sauer Short Plat";

Thence South 01°08'44" West, along the east line of said "Sauer Short Plat", for a distance of 330.04 feet;

Thence South 01°23'17" West, for a distance of 692.73 feet;

Thence South 88°36'43" East, for a distance of 30.00 feet;

Thence South 01°23'17" West, for a distance of 45.00 feet;

Thence South 65°00'00" West, for a distance of 33.49 feet;

Thence South 01°23'17" West, for a distance of 382.11 feet;

Thence South 81°40'00" East, for a distance of 131.52 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the Muddy River the following courses;

North 53°38'12" East, for a distance of 28.57 feet;

Thence North 41°43'29" East, for a distance of 83.01 feet;

Thence North 43°18'33" East, for a distance of 123.26 feet;

Thence North 37°21'01" East, for a distance of 104.41 feet;

Thence North 42°21'16" East, for a distance of 121.26 feet;

Thence North 43°57'52" East, for a distance of 52.45 feet, to a point on the westerly line of Lot 2 of "Two Rivers Short Plat", according to the plat thereof, recorded in Auditor's File Number 2006161514, records of Skamania county, Washington;

Thence leaving said ordinary high water line, South 38°19'50" East, for a distance of 113.90 feet, to a point on the centerline of said Muddy River;

Thence North 41°54'50" East, along said centerline for a distance of 250.00 feet;

Thence leaving said centerline, South 83°52'20" East, for a distance of 809.45 feet to a point on the ordinary high water line of the North Fork of the Lewis River;

Thence along said ordinary high water line of the North Fork of the Lewis River the following courses;

South 12°00'00" West, for a distance of 88.00 feet;

Thence South 18°00'00" West for a distance of 56.00 feet;

Thence South 26°00'00" West for a distance of 60.00 feet;

Thence South 32°00'00" West for a distance of 70.00 feet;

Thence South 43°00'00" West, for a distance of 65.00 feet;

Thence South 32°00'00" West, for a distance of 82.00 feet;

Thence South 28°00'00" West, for a distance of 99.00 feet;

Thence South 45°00'00" West, for a distance of 72.00 feet;

Thence South 65°00'00" West, for a distance of 44.00 feet;

Thence North 81°40'00" West, for a distance of 170.00 feet;

Thence South 89°00'00" West for a distance of 130.00 feet;

Thence North 87°00'00" West, for a distance of 95.00 feet;

Thence South 89°00'00" West, for a distance of 125.00 feet;

Thence North 83°00'00" West for a distance of 235.00 feet;

Thence leaving said ordinary high water line of the North Fork of the Lewis River, North 84°50'00" West, for a distance of 380.00 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the Muddy River the following courses;

North 81°40'00" West, for a distance of 98.01 feet;

Thence South 90°00'00" West, for a distance of 74.00 feet;

Thence South 87°30'00" West, for a distance of 86.00 feet;

Thence North 89°50'00" West, for a distance of 73.00 feet;

Thence North 77°40'00" West, for a distance of 45.47 feet to the southwest corner of said Lot 4 of the "Sauer Short Plat"

Thence North 01°18'16" East, for a distance of 610.54 feet;

Thence South 75°57'00" East, for a distance of 118.80 feet;

Thence North 10°08'35" East, for a distance of 300.00 feet to a point on the centerline of Loowit Lane;

Thence along the centerline of said Loowit Lane North 81°00'00" West, for a distance of 125.00 feet;

Thence along the arc of a 179.75 foot radius, tangent curve to the right, for an arc distance of 160.00 feet, through a central angle of 51°00'00", the radius of which bears North 09°00'00" East, the long chord of which bears North 55°30'00" West for a chord distance of 154.77 feet;

Thence North 30°00'00" West for a distance of 180.00 feet;

Thence along the arc of a 213.95 foot radius, tangent curve to the left, for an arc distance of 156.99 feet, through a central angle of 42°02'31", the radius of which bears South 60°00'00" West, the long chord of which bears North 51°01'15" West for a chord distance of 153.49 feet, to a point on the west line of said "Sauer Short Plat";

Thence along said west line North 01°18'16" East for a distance of 286.50 feet to the TRUE POINT OF BEGINNING.

Containing 26.66 acres, more or less.

Together with and subject to easements, reservations, covenants, and restrictions apparent or of record.

Kyle P. Feeder, PLS  
President  
KPF Surveying Inc.



advanced  
planning  
solutions

July 7, 2020

Andrew Lembrick, Planner

Skamania County Community Development Department Planning Division  
PO Box 1009  
Stevenson, WA 98648

Re: **Muddy River Cluster Subdivision Application for Skamania County  
Tax Parcel: 07062400020000**

Dear Mr. Lembrick:

With this letter I am submitting documents on behalf of Gerald Sauer, my client, to apply for a 5-lot cluster development subdivision. Except, that Mr. Sauer requests to hold submittal of the State Group B Water System Workbook until after the subdivision pre-application meeting. I hope this will not affect the completeness of the Muddy River Cluster Subdivision application in any way.

On that note, I hereby formally request a pre-application meeting for this project. As we discussed previously on the phone, I believe we have a meeting scheduled already for 11am on Thursday August 6, 2020. I hope we can retain that meeting date and time. Please advise as soon as possible if this date is incorrect or needs to be changed.

Finally, please copy me on all future communications regarding this project and contact me directly with any questions as I am acting as Mr. Sauer's Planner.

Sincerely,

K. Charly Boyd

President, APS

Inclusions: Muddy River Cluster Subdivision Application; SEPA Checklist; Land Division – On-Site Septic Application; Land Division – Water Application; Fees; Title Report, Plat map (2 copies) sized 18"x24")

Environmental & Land Use Planning

4721 354<sup>th</sup> Ave SE  
Fall City, WA 98024  
206.718.5173 (c)  
charly@apsep.com





advanced  
planning  
solutions

July 7, 2020

Andrew Lembrick, Planner  
Skamania County Community Development Department Planning Division  
PO Box 1009  
Stevenson, WA 98648

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Environmental & Land Use Planning

4721 354<sup>th</sup> Ave SE  
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charly@apsep.com



 <b>First American Title™</b>	<b>Subdivision Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5003353-0002834e</b>

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
a Nebraska corporation, herein called the Company

**GUARANTEES**

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

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**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

For Reference:

**File #:** S20-0503KM

Issued By:

**Columbia Gorge Title, LLC**  
41 SW Russell Avenue  
Stevenson, WA 98648

This jacket was created electronically and constitutes an original document

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

**GUARANTEE CONDITIONS AND STIPULATIONS**

**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

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

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

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

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

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

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

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

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

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

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

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

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

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

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

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

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

**7. Determination and Extent of Liability.**

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

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

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

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

**9. Reduction of Liability or Termination of Liability.**

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

**10. Payment of Loss.**

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

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

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

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

**14. Notices, Where Sent.**

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

### SUBDIVISION GUARANTEE

LIABILITY    \$ 2,000.00

GUARANTEE NO.: S20-0503KM

FEE            \$ 350.00

TAX            \$ 26.95

***FIRST AMERICAN TITLE INSURANCE COMPANY***  
A Corporation, herein called the Company

**GUARANTEES** the County of **Skamania**, Washington herein called the Assured, against actual loss not exceeding the sum of \$ which the Assured shall sustain by reason of any incorrectness in the assurances set forth below.

According to the records of the **Skamania** County Clerk, the only owners, proprietors and lien holders having any record interest in the land described below, whose signatures are necessary, under the provisions of Washington Statutes for the recordation of the map and offering for dedication any streets, roads, avenues and other easements by the map are:

**Gerald T. Sauer and Mary P. Sauer, husband and wife**

Proposed Subdivision of the following described land:

A tract of land located in a portion of Lot 4 of the SAUER Short Plat according to the plat thereof, recorded in Auditor's File No. 2005160078, records of Skamania County, State of Washington, in the Southwest Quarter of Section 24 and in a portion of Lot 3 of the TWO RIVERS Short Plat, according to the plat thereof, recorded in Auditor's File No. 2006161514, records of Skamania County, Washington, in the Southeast Quarter of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Northwest corner of said Southwest Quarter of Section 24;

Thence South 51° 56' 08" East for a distance of 1659.10 feet to the Northwest corner of FORTIN Short Plat, according to the plat thereof, recorded in Auditor's File No. 2006161036, records of Skamania County, Washington;

Thence South 89° 01' 27" East, along the North line of said FORTIN Short Plat for a distance of 711.00 feet to the Northwest corner of Lot 4 of the SAUER Short Plat, according to the plat thereof, recorded in Auditor's File No. 2005160078, records of Skamania County, Washington, said point being the True Point of Beginning;

Thence South 89° 01' 27" East, along the North line of said SAUER Short Plat, for a distance of 617.25 feet to the Northeast corner of said SAUER Short Plat;

Thence South 01° 08' 44" West, along the East line of said SAUER Short Plat, for a distance of 330.04 feet;

Thence South 01° 23' 17" West, for a distance of 692.73 feet;

Thence South 88° 36' 43" East, for a distance of 30.00 feet;

Thence South 01° 23' 17" West, for a distance of 45.00 feet;

Thence South 65° 00' 00" West, for a distance of 33.49 feet;

Thence South 01° 23' 17" West, for a distance of 382.11 feet;

Thence South  $81^{\circ} 40' 00''$  East, for a distance of 131.52 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the Muddy River the following courses:

Thence North  $53^{\circ} 38' 12''$  East, for a distance of 28.57 feet;

Thence North  $41^{\circ} 43' 29''$  East, for a distance of 83.01 feet;

Thence North  $43^{\circ} 18' 33''$  East, for a distance of 123.26 feet;

Thence North  $37^{\circ} 21' 01''$  East, for a distance of 104.41 feet;

Thence North  $42^{\circ} 21' 16''$  East, for a distance of 121.26 feet;

Thence North  $43^{\circ} 57' 52''$  East, for a distance of 52.45 feet, to a point on the Westerly line of Lot 2 of TWO RIVERS Short Plat, according to the plat thereof, recorded in Auditor's File No. 2006161514, Records of Skamania County, Washington;

Thence leaving said ordinary high water line, South  $38^{\circ} 19' 50''$  East, for a distance of 113.90 feet, to a point on the centerline of said Muddy River;

Thence North  $41^{\circ} 54' 50''$  East, along said centerline for a distance of 250.00 feet;

Thence leaving said centerline, South  $83^{\circ} 52' 20''$  East, for a distance of 809.45 feet to a point on the ordinary high water line of the North Fork of the Lewis River;

Thence along said ordinary high water line of the North Fork of the Lewis River the following courses:

South  $12^{\circ} 00' 00''$  West, for a distance of 88.00 feet;

Thence South  $18^{\circ} 00' 00''$  West, for a distance of 56.00 feet;

Thence South  $26^{\circ} 00' 00''$  West, for a distance of 60.00 feet;

Thence South  $32^{\circ} 00' 00''$  West, for a distance of 70.00 feet;

Thence South  $43^{\circ} 00' 00''$  West, for a distance of 65.00 feet;

Thence South  $32^{\circ} 00' 00''$  West, for a distance of 82.00 feet;

Thence South  $28^{\circ} 00' 00''$  West, for a distance of 99.00 feet;

Thence South  $45^{\circ} 00' 00''$  West, for a distance of 72.00 feet;

Thence South  $65^{\circ} 00' 00''$  West, for a distance of 44.00 feet;

Thence North  $81^{\circ} 40' 00''$  West, for a distance of 170.00 feet;

Thence South  $89^{\circ} 00' 00''$  West, for a distance of 130.00 feet;

Thence North  $87^{\circ} 00' 00''$  West, for a distance of 95.00 feet;

Thence South 89° 00' 00" West, for a distance of 125.00 feet;

Thence North 83° 00' 00" West, for a distance of 235.00 feet;

Thence leaving said ordinary high water line of the North Fork of the Lewis River, North 84° 50' 00" West, for a distance of 380.00 feet to a point on the ordinary high water line of the Muddy River;

Thence along said ordinary high water line of the muddy river the following courses:

North 81° 40' 00" West, for a distance of 98.01 feet;

Thence South 90° 00' 00" West, for a distance of 74.00 feet;

Thence South 87° 30' 00" West, for a distance of 86.00 feet;

Thence North 89° 50' 00" West, for a distance of 73.00 feet;

Thence North 77° 40' 00" West, for a distance of 45.47 feet to the Southwest corner of said Lot 4 of the SAUER Short plat;

Thence North 01° 18' 16" East, for a distance of 610.54 feet;

Thence South 75° 57' 00" East, for a distance of 118.80 feet;

Thence North 10° 08' 35" East, for a distance of 300.00 feet to a point on the centerline of Loowit Lane;

Thence along the centerline of said Loowit Lane North 81° 00' 00" West, for a distance of 125.00 feet;

Thence along the arc of a 179.75 foot radius, tangent curve to the right, for an arc distance of 160.00 feet, through a central angle of 51° 00' 00", the radius of which bears North 09° 00' 00" East, the long chord of which bears North 55° 30' 00" West for a chord distance of 154.77 feet;

Thence North 30° 00' 00" West, for a distance of 180.00 feet;

Thence along the arc of a 213.95 foot radius, tangent curve to the left, for an arc distance of 156.99 feet, through a central angle of 42° 02' 31", the radius of which bears South 60° 00' 00" West, the long chord of which bears North 51° 01' 5" West, for a chord distance fo 153.49 feet, to a point on the West line of said SAUER Short Plat;

Thence along said West line North 01° 18' 16" East, for a distance of 286.50 feet to the True Point of Beginning.

This Guarantee does not cover:

1. Easements, Rights of Way, Minerals or Water Rights.
2. Instruments, proceedings or other matters which are maintained in other records.
3. 2<sup>ND</sup> Half unpaid taxes for the tax year 2020
 

Original Amount	: \$3,104.25
Balance Owed	: \$1,552.12
Account No.	: 07-06-24-0-0-0200-00
Land Use/DOR	: 19

4. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Lewis River and Muddy River.
5. Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created.
6. Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Lewis River and Muddy River.
7. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Lewis River and Muddy River.
8. Easement, including the terms and provisions thereof:  
For : Transmission Lines  
Granted to : United States of America  
Recorded : February 5, 1952  
Book : 34  
Page : 165
9. Agreement, including the terms and provisions thereof, as disclosed by Deed:  
Regarding : Swift Creek Agreement No. 9  
Recorded : August 30, 1983  
Book : 82  
Page : 630
10. Easement, including the terms and provisions thereof, as disclosed by Deed:  
For : Access  
Granted to : Northern Pacific Railway Co.  
Recorded : August 30, 1983  
Book : 82  
Page : 630
11. Easement, including the terms and provisions thereof, as disclosed by Deed:  
For : Access Road  
Granted to : US Forest Services  
Recorded : August 30, 1983  
Book : 82  
Page : 630
12. Easement, including the terms and provisions thereof, disclosed by Deed:  
For : Access Road  
Granted to : United States of America  
Recorded : August 30, 1983  
Book : 82  
Page : 630

13. Easement, including the terms and provisions thereof, as disclosed by Deed:  
For : Access Road  
Granted to : International Paper Co.  
Recorded : August 30, 1983  
Book : 82  
Page : 630
14. Easement Agreement, including the terms and provisions thereof:  
Recorded : April 25, 2005  
As : 2005157089
15. Conditions, Restrictions and Easements, including the terms and provisions thereof, as shown on the recorded plat of SAUER Short Plat Auditor File No. 2005160078.  
See recorded plat for details
16. Conditions, Restrictions and Easements, including the terms and provisions thereof, as shown on the recorded plat of TWO RIVERS Short Plat 2006161514.  
See recorded plat for details
17. Wildlife Habitat Assessment and Landslide Hazard Study, including the terms and provisions thereof:  
Recorded : September 13, 2005  
As : 2005158676
18. Declaration, Covenants, Conditions and Restrictions and/or easements; but deleting any covenant, condition or restriction indication a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin to the extent such covenant, conditions or restrictions violate Title 42, Section 3604 and 3607, of the United States Codes:  
Recorded : October 17, 2005  
As : 2005159105
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : October 20, 2005  
As : 2005159172
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : November 15, 2005  
As : 2005159497
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : December 23, 2005  
As : 2005159970
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : July 6, 2010  
As : 2010175871
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : July 25, 2011  
As : 2011178700
- Said Covenants, Conditions and Restrictions were amended/modified by instrument:  
Recorded : July 8, 2020  
As : 2020001680

Said Conditions and Restrictions set forth above contain, among other things, levies and assessments of Three Rivers Recreational Area Owners Association.

19. Easement, including the terms and provisions thereof:

For : Ingress, egress and utilities  
Recorded : November 17, 2005  
As : 2005159522

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

Grantor : Gerald Sauer and Mary Sauer, husband and wife  
Trustee : Fidelity National Title Insurance  
Beneficiary : JPMorgan Chase Bank, N.A.  
Dated : August 26, 2013  
Recorded : September 9, 2013  
As : 2013001993  
Amount : \$150,000.00  
Loan No. : None shown  
Rerecorded : June 23, 2014  
As : 2014001016

21. According to the public record Sauer Recreational Properties LLC did not hold Fee Simple interest to the property at the time the 2007167881, 2007167882 and 2014001421 Deeds were executed and recorded. Columbia Gorge Title will update the Subdivision Guarantee to reflect Three Rivers Recreational Area-Sauer, LLC, a WA Limited Liability Company as to Fee Simple interest upon the rerecording of the Deeds properly executed by the Fee Simple interest holder at the time of original execution.

The effect, if any, of the following:

Document Type : Quit Claim Deed Boundary Line Adjustment  
Grantor : Three Rivers Recreational Area-Sauer LLC  
Grantee : Sauer Recreational Properties LLC  
Recorded : October 4, 2007  
As : 2007167881

Document Type : Quit Claim Deed Boundary Line Adjustment  
Grantor : Sauer Recreational Properties LLC  
Grantee : Three Rivers Recreational Area-Sauer LLC  
Recorded : October 4, 2007  
As : 2007167882

Document Type : Quit Claim Deed  
Grantor : Sauer Recreational Properties, LLC, a WA Limited Liability Company  
Grantee : Gerald Sauer and Mary Sauer, husband and wife  
Recorded : August 26, 2014  
As : 2014001421

Document Type : Quit Claim Deed  
Grantor : Gerald Sauer and Mary Sauer, husband and wife  
Grantee : Three Rivers Recreational Area-Sauer, LLC, a WA Limited Liability Company  
Recorded : August 26, 2014  
As : 2014001422

Form No. 14  
Subdivision Guarantee

Guarantee No.: S20-0503KM

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this Guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: **June 30, 2020 at 8:00 AM**



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as life insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

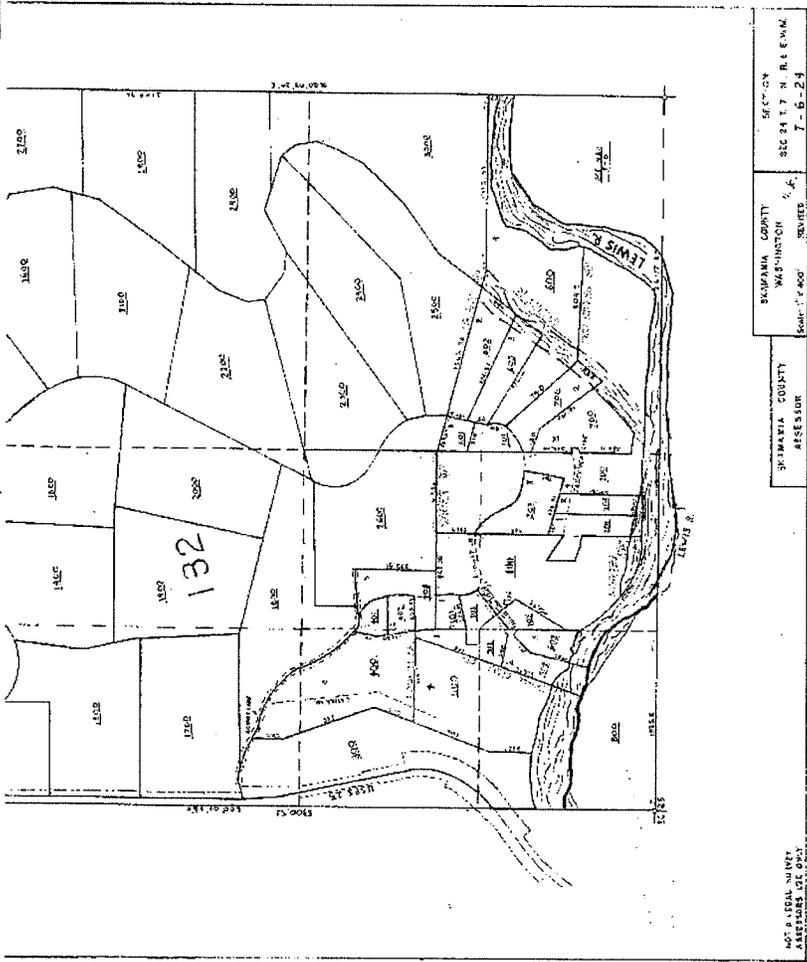
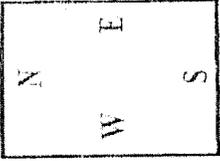
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



This sketch is not intended to show all matters related to the property including, but not limited to area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the preliminary report or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



SKAMANIA COUNTY  
WASHINGTON  
ASSESSOR

SECTION  
362 24 17 N R 1 E W.M.  
T-6-24

NOT A FINAL SURVEY  
ASSESSOR'S USE ONLY





SKAMANIA COUNTY  
WASHINGTON



TAXSIFTER

Parcel Number: 07062400020000

Parcel Area: 26.6600

County Address: 26300 NE 16TH STREET, CAMAS WA 98607

Assessor: Tom Sawyer    Appraiser: MapSifter

### Parcel

Parcel ID: 07062400020000    Owner Name: THREE RIVERS RECREATION  
 Parcel Code: 19 - Residential - Vacation and Cabin    Address: AREA-SAUER, L.L.C.  
 Situs: 91 EAGLE VIEW LN    Address2: 26300 NE 16TH STREET  
 Map Number: MR-10    City/County: CAMAS WA  
 Station:    Zip: 98607  
 Description: LOT 4 OF THE SAUER S/P#2005160078  
 Comments: SPLIT OFF PARCEL # 07062400020300 ON 01/11/2006

	2020 Market Value	2020 Taxable Value	2020 Assessment Date
Land:	\$186,000	\$186,000	District: 132 -
Improvements:	\$112,000	\$112,000	Current Use/DFL: No
Permanent Crop:	\$0	\$0	Senior/Disability Exemption: No
Total	\$298,000	\$298,000	Total Acres: 26.66000

### Ownership

Owner Name	Ownership %	Owner Type
THREE RIVERS RECREATION	100 %	Owner

### Sales History

Date	Subject	Acres	Price	Buyer	Seller	Price
06/02/14	2014001421	1	30824	SAUER RECREATIONAL PROPERTIES, LLC	SAUER, GERALD T & MARY P	\$0
06/02/14	2014001422	1	30825	SAUER, GERALD T & MARY P	THREE RIVERS RECREATION	\$0
10/04/07	2007-167882	1	27280	SAUER RECREATIONAL PROPERTIES, LLC	THREE RIVERS RECREATIONAL AREA-	\$0
05/20/07	2007-166210	1	27032	SAUER, GERALD T & MARY P &	SAUER, GERALD T & MARY P	\$0
08/28/06	2006-162789	1	26216	SAUER RECREATIONAL PROPERTIES, LLC	SAUER, GERALD T & MARY P &	\$0
04/24/06	2006-161372	1	25902	SAUER, GERALD T & MARY P	SAUER RECREATIONAL PROPERTIES, LLC	\$0
06/21/04	2004153496	1	23996	ANE FORESTS OF LEWIS RIVER INC	SAUER, GERALD T & MARY P	\$80,000

### Building Permits

Permit ID	Date	Description	Amount
18-0045	9/25/2018	EQUIPMENT/OUTBUILDING	
115-06	11/8/2006	CERT OF OCCUPANCY	\$1.00
115-06	5/11/2006	2-STRY GAR W/LIV	\$1.00

### Historical Valuation Info

7/16/2020

TerraScan TaxSifter - SKAMANIA County Washington

Year	Parcel Description	Land	Impr.	Personalty Value	Parcel	Assess	Liability
2020	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2019	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2018	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2017	THREE RIVERS RECREATION	\$186,000	\$112,000		\$0	\$298,000	\$0 \$298,000
2016	THREE RIVERS RECREATION	\$133,000	\$72,000		\$0	\$205,000	\$0 \$205,000

View Table

### Parcel Comments

Date	Comment
01/11/06	SPLIT OFF PARCEL # 07062400020100 ON 01/11/2006
01/11/06	SPLIT OFF PARCEL # 07062400020200 ON 01/11/2006
01/11/06	SPLIT OFF PARCEL # 07062400020300 ON 01/11/2006
06/17/05	TIMBER HARVEST FPA 2910427 2004

### Property Images

Click on an image to enlarge it.



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Date current as of: 7/15/2020 4:52 PM

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# SKAMANIA COUNTY WASHINGTON



## TAXSIFTER

1000 S. 24th Street, Suite 100, Rainier, WA 98501

Phone: 509.325.1100

MARK BOTTLAND  
Skamania County Treasurer

Assessor: Treasurer: Appraiser: MapServer:

### Parcel

Parcel#:	07062400020000	Owner Name:	THREE RIVERS RECREATION
OTC Code:	19 - Residential - Vacation and Cabin	Address1:	AREA-SAUER, L.L.C.
Site#:	91 EAGLE VIEW LN	Address2:	26300 NE 16TH STREET
Map Number:	MR-10	City/State:	CAMAS WA
Section:		Zip:	98607
Legal Description:	LOT 4 OF THE SAUER S/P#2005160078		
City/County:			

### Current Tax Year Details

Type	Property	Assessment ID	Gross Tax	Tax Exempt	Net Tax	Penalty	Total Tax
Real Property	THREE RIVERS RECREATION	<u>2020-07062400020000</u>	\$3,086.35	\$0.00	\$3,086.35	\$17.90	\$3,104.25

### Balances Due

Type	Property	Assessment ID	Tax Amount	Penalty	Interest	Amount Due
Real Property	THREE RIVERS RECREATION	<u>2020-07062400020000</u>	\$1,552.12	\$0.00	\$0.00	\$1,552.12

**Add Selected to Cart**

\* Please expect a delay of 3-5 business days for your payment to post. Note: The receipt date will reflect the day the payment was initiated.

### 5 Year Tax History

Type	Assessment Number	Year	Assessment	Taxes	Balance Due	
Real Property	<u>2020-07062400020000</u>		\$3,086.35	\$17.90	\$0.00	\$1,552.12
	Receipt Number	Receipt Date	Taxes/Penalty	Interest Paid	Total Paid	
	2020-219336	05/04/2020	\$1,552.13	\$0.00	\$1,552.13	
Real Property	<u>2019-07062400020000</u>		\$2,801.24	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes/Penalty	Interest Paid	Total Paid	
	2019-206025	04/30/2019	\$1,409.57	\$0.00	\$1,409.57	
	2019-209006	10/21/2019	\$1,409.57	\$0.00	\$1,409.57	
Real Property	<u>2018-07062400020000</u>		\$3,196.43	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes/Penalty	Interest Paid	Total Paid	
	2018-193379	05/07/2018	\$1,607.17	\$0.00	\$1,607.17	
	2018-198192	10/30/2018	\$1,607.16	\$0.00	\$1,607.16	

7/16/2020

TerraScan TaxSifter - SKAMANIA County Washington

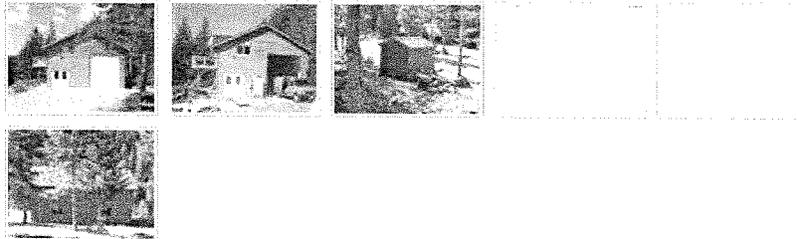
Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	<b><u>2017-07062400020000</u></b>	\$2,565.85	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Total Paid
	2017-179583	05/03/2017	\$1,291.88	\$0.00	\$1,291.88
	2017-185218	10/31/2017	\$1,291.87	\$0.00	\$1,291.87

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	<b><u>2016-07062400020000</u></b>	\$1,689.61	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Total Paid
	2016-165692	05/02/2016	\$853.76	\$0.00	\$853.76
	2016-170781	10/26/2016	\$853.75	\$0.00	\$853.75

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	<b><u>2015-07062400020000</u></b>	\$1,943.03	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes Paid	Interest Paid	Total Paid
	2015-152301	05/04/2015	\$980.47	\$0.00	\$980.47
	2015-158406	11/05/2015	\$980.46	\$0.00	\$980.46

### Property Images

Click on an image to enlarge it.



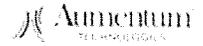
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TX RollYear TR: 2020



# SKAMANIA COUNTY WASHINGTON



TAXSIFTER

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2020-07-16 10:47 AM

General Services  
SKAMANIA County Assessor, P.O. Box 100, Steveson, WA 98607

Assessor    Treasurer    Appraiser    MapSifter

## Parcel

Parcel ID:	07062400020000	Owner Name:	THREE RIVERS RECREATION
DOC Code:	19 - Residential - Vacation and Cabin	Address:	AREA-SAUER, L.L.C.
Zone:	91 EAGLE VIEW LN	Address:	26300 NE 16TH STREET
Map Sheet No:	MR-10	City/State:	CAMAS WA
APN:		Zip:	98607
Legal Description:	LOT 4 OF THE SAUER S/P#2005160078		
Comments:	SPLIT OFF PARCEL # 07062400020300 ON 01/11/2006		

## Land

### Land

Code	Unit Type	Units	Land Shape	Area	Area
FirePatrol	FIRE Acres	27.00000000	Rectangle		
Res AC	Acres	13.00000000			

## Single Family Residence

### One Story - Single-family Residence

Year Built	Year Built	Completed Year	Quality	Count	
630	2006		3.0 - Average	3.0 - Average	
Components					
Code	Description	Units	Percent	Material Desc	
115	Rustic Log	0	100%	Architecture	
211	Galvanized Metal	0	100%	Bedrooms	0.00
711	Built-in Garage (SF)	1260	0%	Bathrooms	0.00
				Total Rooms	
				Foundation	Concrete
				Garage Stalls	2

## Single Family Residence

### Misc Improvement

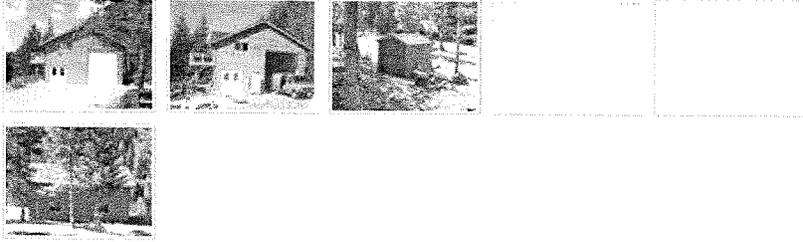
Description	Year Built	Units
OWD - WOOD DECK	2006	Units - 160.00
ROOF - ONLY		Units - 60.00

## Property Images

7/16/2020

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