STATE ENVIRONMENTAL POLICY ACT
MITIGATED DETERMINATION OF NONSIGNIFICANCE

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<tr>
<th>FILE NUMBER:</th>
<th>SEP-19-14</th>
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<tr>
<td>DESCRIPTION OF PROPOSAL:</td>
<td>The proposal is for a two-lot short plat of approximately 7.07 acres within the Residential 1 zone of Skamania County. Lot 1 would contain approximately 5.07 acres and Lot 2 would contain 2.00 acres. Each of the lots within this short plat would be served by onsite septic systems. Lot 1 would be served by a private well. The applicant is proposing to use an existing spring on Lot 2 to serve that lot. Lot 1 would be accessed from Kanaka Creek Road and Lot 2 would be accessed from Brunning Road which are both public roads.</td>
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<tr>
<td>LOCATION:</td>
<td>1341 Kanaka Creek Road, Stevenson, Washington</td>
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<tr>
<td>PARCEL NO.:</td>
<td>03-07-25-4-0-0500-00</td>
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<tr>
<td>PROPOSEND:</td>
<td>Bryan Scott Mathany, PO Box 585, Carson, Washington 98610</td>
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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 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 Class I 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 subject parcel is located on and adjacent to steep slopes in an Class I Mapped Landslide hazard area. A site-specific Geological Assessment Report May be required prior to the issuance of Building Permits.

5. Kanaka Creek, a Class III stream and an unnamed Class V stream as defined in Skamania County's Critical Area Ordinance are located on the parcel. All Class III streams require a 100-foot no touch riparian buffer measured horizontally from the Ordinary High-Water Mark (OHWM) on either side of the stream.

   All Class V streams require a 25-foot no touch riparian buffer measured horizontally from the Ordinary High-Water Mark (OHWM) on either side of the stream.

   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.

6. 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.

7. The applicant shall submit a Stormwater Management Plan for approval by the County Engineer prior to preliminary short plat approval.

8. Site specific information will have to be shown to demonstrate adequate on-site sewage systems prior to preliminary Short Plat approval plat and potable water prior to final Short Plat approval.

9. Prior to any future division of land or development activity, site specific information will have to be shown to demonstrate adequate water availability.

10. The applicant shall verify a water right exists regarding the existing spring for the benefit of Lot 2.

11. Any improvements to the existing driveway/private road and/or new driveways/private roads shall meet Skamania County private road standards.

12. 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

July 24, 2019  ____________________________
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.
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: [help]
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

1. Name of proposed project, if applicable: Kanaka Creek Road Mathany short plat

2. Name of applicant: Bryan Scott Mathany

[Signature] SEP 19 · 14
3. Address and phone number of applicant and contact person: PO Box 585, Carson, WA 98610  PH-509-637-0200

4. Date checklist prepared: 06-14-2019

5. Agency requesting checklist: Skamania County Community Development Department

6. Proposed timing or schedule (including phasing, if applicable): Summer 2019

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

The underlying zoning is R-1. No Future expansions are proposed at this time. Additional activity related to the proposal could be in the form of obtaining Building Permits, Environmental Health approval for septic systems, etc. A Building Permit has been applied for under Skamania County File #BP-19-0147; a Septic Site Evaluation under File # OSS-19-32. The location of this is on lot 1 of the proposed short plat.

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

   Environmental information that has been prepared and utilized regarding the answers in this checklist are USDA Natural Resources Conservation Service Soil Survey, Washington Department of Fish and Wildlife Priority Habitats and Species Inventories Mapping, US Fish and Wildlife Service National Wetland Inventory, FEMA NFIP and Washington Information System for Architectural and Archaeological Records Data.

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 other applications are pending governmental approval for the property in question, beyond the currently submitted Short Plat Application. A Building Permit and Septic Site Evaluation have been submitted however these were completed after the checklist was prepared.

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

    Skamania County will need to issue Short Plat Approval.

    SEPA MDNS

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.):

    The proposal is to Short Plat a 7.07 acre parcel into 2 lots. The parent parcel numbers is #03072540050000.
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:

The site is located in the NW 1/4 of the SE 1/4 of Section 25, T3N, R7E, W.M., Skamania County, WA. on the west side of Kanaka Creek Road.

B. ENVIRONMENTAL ELEMENTS

1. Earth
   a. General description of the site:

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

   The parcel is hilly.
   Portions of the parcel are located within a landslide hazard area. A geotechnical assessment will be required during development of the parcel and a note must be placed on the short plat identifying the hazard.

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

   The steepest slope is approximately 30%. Approximately 40% slope at the top of Lot 2

   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.

   The USDA Natural Resource Conservation Service Soil Survey designates the soils on the property in question as:
   Steever stony loam, 2-30% slopes
   Stevenson loam, 2-15% slopes
   Stevenson loam, 15-30% slopes
   These soil types indicate an Erosion Hazard Area.

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

   Surface indications or history of unstable soils in the immediate vicinity is not known.
   Section 25 T3N R7E is identified as a mapped landslide hazard area in Skamania County. Development would require a geotechnical assessment.

   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 filling, excavation or grading is proposed.

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

   No erosion related issues are anticipated for the short plat, but Best Management Practices (BMP's will be utilized).
   Erosion and Landslide Hazard Area.
g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Future construction activities (if the lots are developed and building permits are pulled) it is envisioned the creation of impervious surfaces will be in conformance with the uses allowed within the R-1 zone, i.e., single family residence, attached or detached garage and potentially a designated hard surface parking area or access driveway and would expect to be less than 5% of the site.
Per zoning code under Skamania County Title 21 within the Residential 1 zone Lot coverage is limited to 30%.

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

Best Management Practices will be utilized if additional clearing, grading or road construction is needed.

2. Air

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

Emissions will be limited to those uses allowed within the R-1 zone, potential standard household emissions, private automobiles, etc.

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

There are no known sources of emissions or odors that would affect the proposal. The surrounding area is primarily rural and residential in nature. No Industrial or Port related operations are in the general vicinity that could lead to emission or odor sources.

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

Comply with the WA State Department of Ecology (DOE) air quality requirements for air emissions if applicable.
Contact SW Washington Clean Air Agency

3. Water

a. Surface Water:

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:

Kanaka Creek runs through a portion of the property.
At this location Kanaka Creek is a Fish Friendly Stream. An additional seasonal nS stream is present on the northern portion of the property. The current riparian buffer shall apply at the time of development. A note should be placed on the short plat discussing the buffers.

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

The proposal will not require any work over, in or adjacent to waterways.
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.

No fill and dredge material will be placed in or removed from surface water or wetlands.

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

No surface water withdrawals or diversions are proposed for any phases of the proposal. The applicant has proposed to use an existing spring for the benefit of Lot 2 on the parcel.

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

The proposal does not lie within a 100-year floodplain per the FEMA Map Community panel number 530160 0425 B.

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 waste material or stormwater will be discharged to surface waters. All future septic systems will be designed and installed in accordance with all applicable requirements avoiding any discharge to surface water. Due to the limited creation of proposed impervious surface, stormwater will naturally infiltrate on each lot. In no case will post development rates exceed pre development thresholds.

Septic Systems should be verified to be adequate to support development of the lots.

b. Ground Water:

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

Future development will be served by approved exempt domestic wells subject to all applicable DOE requirements related to water right allocations.

The proposed water systems shall be demonstrated to be adequate for the development.

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.

The future septic systems would be in accordance with all applicable requirements avoiding any contamination of ground water. No Industrial or Commercial related activities are proposed on the property in question that would potentially require the use of chemical or solvents that could posed a risk to the ground water supply in the immediate vicinity.

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.

Due to the limited creation of proposed impervious surface, water runoff including stormwater will naturally infiltrate on each lot. All stormwater will be contained on site. In no case will post-development rates exceed pre-development thresholds.

A stormwater management plan consistent with the Stormwater Management Manual of Western Washington shall be required.

2. Could waste materials enter ground or surface waters? If so, generally describe:

No waste material is envisioned to enter ground or surface waters. All septic systems will be designed and installed in accordance with all applicable requirements avoiding any discharge to ground or surface waters. All residential type chemicals, solvents, paints and oils shall be recycled or disposed of at an approved facility.

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

No drainage patterns in the vicinity will be affected by the proposal.

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

Subsequent construction activities will implement Best Available Science and utilize Best Management Practices.

4. Plants [help]
   a. Check the types of vegetation found on the site: [help]

      _x_ deciduous tree: alder, maple, aspen, other
      _x_ evergreen tree: fir, cedar, pine, other
      _x_ shrubs
      _x_ 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

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

      Future construction activities will affect a small percentage of the vegetation coverage. Temporarily disturbed areas would expect to be revegetated.

   c. List threatened and endangered species known to be on or near the site:
There are no threatened or endangered species known to be on or near the site.

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

Temporarily disturbed areas would expect to be revegetated and future landscaping would be expected around potential new homes.

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

No noxious weeds have been identified on site.

5. Animals
   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.

Bird Species that have been observed on or near the site include hawks; ravens and song birds. Mammal species observed on or near the site include Deer; Raccoons; Porcupine; Coyotes.

Examples include:
   birds: hawk, heron, eagle, songbirds, other:
   mammals: deer, bear, elk, beaver, other:
   fish: bass, salmon, trout, herring, shellfish, other ________

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

The WDFW PHS maps identify Northern Spotted Owl, however none are known to exist on the site.

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

This parcel as is the entire Northwest is in a migratory path of many water fowl and other migratory birds going north and south, seasonally.

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

The proposal shall maintain compliance with the Skamania County Critical Areas Ordinance within all phases of the proposal.

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

There are no known invasive species known to be on or near the property in question.

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

Those energy sources consistent with the construction and maintenance of single family residences and those uses allowed within the R-1 Zone. The majority of energy needed will be for heating and cooling, not manufacturing.

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

The project would not affect the use of solar energy by adjacent properties.

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:

The utilization of energy efficient materials and building practices during construction is recommended.

7. Environmental Health

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

No Industrial or Commercial uses are being proposed that would necessitate the use or cause exposure to toxic chemical, hazardous waste or explosive materials.

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

There has been no known uses on the property in the past or present that would lead to contaminants from being located on the property.

Minor leaks and spills of petroleum products observed on the upper lot.

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.:

There are no known underground hazardous chemicals/conditions that might affect the project development and design. No know underground gas/diesel tanks present. A “call to locate” is typical procedure prior to ground disturbing activities.

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

Chemicals onsite would expect to be typically residential in nature, i.e., household products, chemicals associated with maintenance of a personal shop/garage and those utilized for yard maintenance.
4) Describe special emergency services that might be required;

Services provided by the local fire district, emergency response vehicles and or the sheriff's office should be adequate.

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

Proper identification and labeling on all hazardous containers.

b. Noise

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

There is typical noise from surrounding residential and traffic activities, however none of the existing noise patterns will affect the project.

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.:

Long-term noise will be associated with those uses allowed under the R-1 Zone. Typical noises will most likely include residential type noise, noise associated with private vehicles, children playing, domestic pets and small scale home improvement equipment. Long-term noise shall additionally comply with applicable Noise and Nuisance Ordinances.

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

Compliance with applicable Noise and Nuisance Ordinance.

8. Land and Shoreline Use

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

The majority of Adjacent properties are utilized for single family dwellings. The proposal will not affect current land uses in the area. Proposed uses will be similar in nature to current 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?

The site has not been used as working farmlands or forest lands.

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:
The proposal will not interfere with existing agricultural or forestry practices.

c. Describe any structures on the site.

There are no structures on site.

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

No structures on the property to be demolished.

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

The current zoning classification is Residential Zone (R-1).

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

The current Comprehensive Plan is not known.

Comprehensive Plan is Rural 1

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

Not Applicable

The shoreline master program is not known.

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

It is not known if the site has been classified as a critical area.

Landslide Hazard Area, Erosion Hazard Area, Class III and Class V stream present on the property.

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

Utilizing the statistical average of 2.58 per household as determined per 2010 census date, 5.16 would reside on the 2 lot short plat if all lots were built on.

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

No one will be displaced because of the proposal.

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

No one will be displaced because of the proposal.

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

The proposal would be consistent with the R-1 Zone. Construction of single family dwellings are permitted outright subject to applicable permitting requirements.
Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

The proposal will not interfere with adjacent existing agricultural practices in the area. Nor will those activities affect the proposal.

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

   The additional lots would have the potential of 2 single family residence. Most likely the new parcels would be middle income residence.

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

   No units would be eliminated by completion of the proposal.

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

   The proposal shall comply with all applicable zoning, noise and nuisance, building and environmental health guidelines.

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

   Typical permitted outright construction within the R-1 Zone would most likely not exceed 35’ in height. Principle exterior building material would most likely be wood or composite type siding and asphalt, shake or metal roofing.

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

   No views in the immediate vicinity would be altered or obstructed.

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

   Comply with all applicable zoning and building related conditions and requirements. Potential protective covenants as well as leaving adequate trees for screening.

11. Light and Glare
   a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

   Typical residential type light and glare. Mainly visible at night. All lighting shall have down shaded fixtures to alleviate light pollution.

   b. Could light or glare from the finished project be a safety hazard or interfere with views?
All lighting shall have down shaded fixtures to alleviate light pollution.

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

There is no existing off-site sources of light or glare that is going to affect the proposal.

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

All lighting shall have down shaded fixtures to alleviate light pollution.

12. Recreation

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

Recreational opportunities in the area include hunting, fishing, hiking, horseback riding, etc.

Would the proposed project displace any existing recreational uses? If so, describe.

The proposal is on private property, no recreational opportunities on public lands will be affected by this proposal.

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

The proposal is on private property, no recreational opportunities on public lands will be affected by this proposal.

13. Historic and cultural preservation

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.

Per the WISAARD there are no known identified archaeological or historic resources located on the property in question.

Per WISAARD, parcel lies within a high risk area of archaeological resources. The applicant shall adhere to the general inadvertent discovery plan prepared by DAHP for Skamania County.

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 known identified archaeological or historic resources are known to exist on the property in question.

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.
The Washington State Information System for Archaeological Records Data, WISAARD, was used.

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.:

If any previously unidentified cultural resource properties are encountered during construction, cease all construction and ground disturbing activities in the immediate vicinity of the cultural resource site pending evaluation by a qualified archaeologist in consultation with the State Department of Archaeology and Historic Preservation to identify appropriate mitigation measures such as avoidance or scientific data recovery.

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.:

The site is accessed off kanaka Creek Road (County Road) and Bruning County 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?:

The site or affected geographic area is not currently served by public transit.

Nearest Public Transit Operated by Skamania County approximately 1.5 miles from property

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

A minimum of two parking spaces would needed for each lot. No parking spaces would be eliminated.

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).:

The proposal is not anticipated to have any improvements.

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

The project will not use water, rail or air transportation. The nearest water and rail Transportation services are south along the Columbia River.

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?:

Project completion could generate 10 trips per day per lot with peak volumes occurring in the morning and evening hours (Per ITE guidelines).
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.:

The proposal will not interfere with existing agricultural practices.

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

The proposal shall be in full compliance with applicable County Road requirements.

15. Public Services

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

Increased population growth based on the development of the proposed lots could lead to an increase need for public services, health care and school related needs, but most likely will be accounted for by the increased tax base revenue.

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

Additional tax revenues are expected to offset additional costs.

16. Utilities

a. Circle utilities currently available at the site:

   electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system.:

   Currently there is electricity and telephone to the project site.

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

   Post project completion will require the majority of utilities identified in 16a. Skamania PUD, CenturyLink.

C. Signature

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 _____ Jesse Garner ________________

Position and Agency/Organization __ Pioneer Surveying and Engineering Inc. __

Date Submitted: 6/25/19
# Short Plat Application

(please complete application in ink)

**Applicant:** Bryan Scott Mathany  
**E-mail:** bryanmathany@live.com

**Address:** PO Box 585  
**Home:** (509) 637-0200

Carson WA 98610  
**Work:**

**Property Owner:** SAME AS APPLICANT  
**E-mail:**

**Address:**  
**Home:**

**Work:**

**Location of Property:** 1341 Kanaka Creek Road  
**Total acres:** 7.07

**Tax Lot/Parcel # 03072540050000**  
**Zoning:** R-1

**Number of lots:** 4  
**Water source:**

- [ ] New Individual Well  
- [ ] Existing Individual Well  
- [ ] New Community Water System (Serving up to 6 lots)  
- [ ] Existing Community Water System (Serving up to 6 lots)  
- [ ] Skamania County PUD Water System  
- [ ] Home Valley Water System  
- [ ] Mill-A Water System  
- [ ] Other Water System - specify

**Sewage Treatment Method:** ONSITE

Check all that apply to your parcel:

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

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.):**

RESIDENTIAL

---

**Applicant signature(s):** Bryan Scott Mathany  
**Date:** 6-21-19

**Owner signature(s):** Bryan Scott Mathany  
**Date:** 6-21-19

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.

<table>
<thead>
<tr>
<th>FOR DEPARTMENT USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal description attached: <strong>Yes / No</strong></td>
</tr>
<tr>
<td>Date received: <strong>Date complete:</strong></td>
</tr>
<tr>
<td>Receipt #: <strong>File:</strong> 1905</td>
</tr>
</tbody>
</table>

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Skamania County Community Development Department – Short Plat Application  
Updated as of April 30, 2014
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.
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 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.

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 against the Assured, 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.

(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.

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.

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

LIABILITY $ 2,000.00
FEE $ 350.00

GUARANTEE NO.: S19-0326KM

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 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:

Bryan Scott Mathany

Proposed Subdivision of the following described land:

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of the said Section 25; thence East to the County Road known and designated as the Kanaka Creek Road as the same was located and established on March 15, 1966; thence Northerly along said road 250 feet; thence West 200 feet, more or less, to intersection with the West line of the Southeast Quarter of the said Section 25; thence North along said West line 100 feet to the initial point of the tract hereby described; thence East 208 feet, more or less, to the center line of Kanaka Creek Road aforesaid as formerly located and established; thence following the center line of said road in a Northerly direction to intersection with the North line of the Southeast Quarter of the said Section 25; thence West along said North line to the Northwest corner of the Southeast Quarter of the said Section 25; thence south along the West line of the Southeast Quarter of the said Section 25 to the initial point.

EXCEPT all that portion of the above described tract lying within and Easterly of a strip of land of variable width conveyed to Skamania County recorded July 15, 1971 in Book 63, Pages 108 & 109, Skamania County Deed Records.

This Guarantee does not cover:

2. Instruments, proceedings or other matters which are maintained in other records.
3. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

NOTE TAXES FOR THE YEAR 2019 ARE PAID IN FULL and are being shown for informational purposes only.

Original Amount : $1,547.72
Account No. : 03-07-25-4-0-0500-00
Land Use/DOR : 91

First American Title
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 6, 2019 at 8:00 AM

First American Title
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 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 title insurers, property and casualty insurers, and trusts 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 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.

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, encumbrances, overmarchens or location of boundaries. It is
not a part of, not 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 accuracy survey for further information.
QUIT CLAIM DEED

THE GRANTOR BRUCE E. PATTON SR. for in consideration of GIFT in hand, conveys and quit claims to BRYAN SCOTT MATHANY, AN UNMARRIED MAN the following described real estate, situated in the County of Skamania, State of Washington, together with all after acquired title of the grantor(s) therein:

***SEE ATTACHED EXHIBIT 'A' FOR COMPLETE LEGAL DESCRIPITON***

Tax Parcel Number: 03-07-25-0-0500-00 ANNEXED SEC 25 T3N R7E

Dated: 10/8/2018

BRUCE E. PATTON SR

STATE OF Washington
COUNTY OF Skamania
SS:

I certify that I know or have satisfactory evidence that BRUCE E. PATTON SR., the person who appeared before me, and said person acknowledged that HE signed this instrument and acknowledge I to be HE free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/8/2018

Notary Public in and for the State of Washington
Residing at: Carson, WA
Commission expires: 12/09/2018
EXHIBIT 'A'

A Tract of land in the Northwest Quarter of the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of the South East Quarter of the said Section 25; thence East to the county Road known and designated as the Kanaka Creek Road as the same was located and established on March 15, 1966; thence Northerly along said road 250 feet; thence West 200 feet; more or less, to intersection with the West line of the South East Quarter of the said section 25; thence North along said West line 100 feet to the initial point of the tract hereby described; thence East aforesaid as formerly located and established; thence following the center line of said road in a Northerly direction to intersection with the North line of the South East Quarter of the said Section 25; thence West along said North line to the Northwest corner of the South East quarter of the said Section 25; thence South along the West line of the South East Quarter of the said Section 25 to the initial point.

EXCEPT all that portion of the above described tract lying within and Easterly of a strip of land variable width conveyed to Skamania County recorded July 15, 1971 in Book 63, Pages 108 & 109, Skamania County Deed Records.

Skamania County Assessor

Date: 4/18/19
Parcel #: 3-7-25-4-50-0
C.S.
Parcel

Parcel#: 03072540050000
DOR Code: 91 - Undeveloped - Land
Situs: 1341 KANAKA CREEK RD
Map Number: U-R1-
Status: 

Description: $43,700 IMP VALUE REMOVED PROPERTY DESTROYED PER COURT ORDER

Owner Name: MATHANY, BRYAN SCOTT
Address1: 
Address2: PO BOX 585
City, State: CARSON WA
Zip: 98610

All Situses
1341 KANAKA CREEK RD 01461 KANAKA CREEK RD

<table>
<thead>
<tr>
<th>2019 Market Value</th>
<th>2019 Taxable Value</th>
<th>2019 Assessment Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land: $160,000</td>
<td>Land: $160,000</td>
<td>District: 141 -</td>
</tr>
<tr>
<td>Improvements: $0</td>
<td>Improvements: $0</td>
<td>Current Use/DFL: No</td>
</tr>
<tr>
<td>Permanent Crop: $0</td>
<td>Permanent Crop: $0</td>
<td>Senior/Disability Exemption: No</td>
</tr>
<tr>
<td>Total $160,000</td>
<td>Total $160,000</td>
<td>Total Acres: 7.57000</td>
</tr>
</tbody>
</table>

Ownership

Owner's Name: MATHANY, BRYAN SCOTT
Ownership %: 100%

Sales History

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Sales Document</th>
<th># Parcels</th>
<th>Excise #</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>10/08/18</td>
<td>2018-002131</td>
<td>1</td>
<td>33539</td>
<td>PATTON, BRUCE SR</td>
<td>MATHANY, BRYAN SCOTT</td>
<td>$150,000</td>
</tr>
<tr>
<td>04/05/11</td>
<td>2011-178021</td>
<td>1</td>
<td>29019</td>
<td>PATTON, RANDALL J</td>
<td>PATTON, BRUCE SR</td>
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</tr>
<tr>
<td>08/09/94</td>
<td>145/220</td>
<td>1</td>
<td>16833</td>
<td>WINDUST, DAVENPORT FINNEY</td>
<td>PATTON, RANDY J.</td>
<td>$60,000</td>
</tr>
<tr>
<td>05/12/93</td>
<td>135/463</td>
<td>1</td>
<td>15820</td>
<td>WILSON, JR. RALPH &amp; ARLENE</td>
<td>WINDUST, JR. FRANK A. &amp;</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

Building Permits

No Building Permits Available

Historical Valuation Info

<table>
<thead>
<tr>
<th>Year</th>
<th>Billed Owner</th>
<th>Land</th>
<th>Impr.</th>
<th>PermCrop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
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<td>$160,000</td>
<td>$0</td>
<td>$0</td>
<td>$160,000</td>
<td>$0</td>
<td>$160,000</td>
</tr>
<tr>
<td>2018</td>
<td>MATHANY, BRYAN SCOTT</td>
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<td>$0</td>
<td>$0</td>
<td>$150,000</td>
<td>$0</td>
<td>$150,000</td>
</tr>
<tr>
<td>2017</td>
<td>PATTON, BRUCE SR</td>
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<td>$0</td>
<td>$0</td>
<td>$150,000</td>
<td>$0</td>
<td>$150,000</td>
</tr>
<tr>
<td>2016</td>
<td>PATTON, BRUCE SR</td>
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<td>$150,000</td>
<td>$0</td>
<td>$150,000</td>
</tr>
<tr>
<td>2015</td>
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<td>$0</td>
<td>$150,000</td>
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</table>
Parcel Comments

<table>
<thead>
<tr>
<th>Date</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/31/06</td>
<td>$43,700 IMP VALUE REMOVED PROPERTY DESTROYED PER COURT ORDER</td>
</tr>
</tbody>
</table>

Property Images

Click on an image to enlarge it.

1.0.6927.19068

Data current as of: 6/24/2019 4:28 PM

TX_RollYear_Search: 2019
### Parcel

- **Parcel #:** 03072540050000
- **DOR Code:** 91 - Undeveloped - Land
- **Situs:** 1341 KANAKA CREEK RD
- **Map Number:** U-R1-
- **Owner Name:** MATHANY, BRYAN SCOTT
- **Address1:** PO BOX 585
- **City, State:** CARSON WA
- **Zip:** 98610

### Current Tax Year Details

<table>
<thead>
<tr>
<th>Type</th>
<th>Taxpayer</th>
<th>Statement #</th>
<th>Gross Tax</th>
<th>Tax Exempt</th>
<th>Net Tax</th>
<th>Asmts</th>
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<tbody>
<tr>
<td>Real Property</td>
<td>MATHANY, BRYAN SCOTT</td>
<td>2019-03072540050000</td>
<td>$1,529.82</td>
<td>$0.00</td>
<td>$1,529.82</td>
<td>$17.90</td>
<td>$1,547.72</td>
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### Balances Due

**5 Year Tax History**

<table>
<thead>
<tr>
<th>Type</th>
<th>Statement Number</th>
<th>Taxes</th>
<th>Assessments</th>
<th>Fees</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Property</td>
<td>2019-03072540050000</td>
<td>$1,529.82</td>
<td>$17.90</td>
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<td>Interest Paid</td>
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<tr>
<td></td>
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<td>05/01/2019</td>
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</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Statement Number</th>
<th>Taxes</th>
<th>Assessments</th>
<th>Fees</th>
<th>Balance Due</th>
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<tbody>
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<td>$1,629.44</td>
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<tr>
<td></td>
<td>2018-194427</td>
<td>07/25/2018</td>
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<table>
<thead>
<tr>
<th>Type</th>
<th>Statement Number</th>
<th>Taxes</th>
<th>Assessments</th>
<th>Fees</th>
<th>Balance Due</th>
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</thead>
<tbody>
<tr>
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<td>Receipt Date</td>
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<td>Interest Paid</td>
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<td></td>
<td>2017-180920</td>
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<table>
<thead>
<tr>
<th>Type</th>
<th>Statement Number</th>
<th>Taxes</th>
<th>Assessments</th>
<th>Fees</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
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<td>Receipt Date</td>
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<td>Fees</td>
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</tr>
<tr>
<td>--------------</td>
<td>------------------</td>
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<td>-------------</td>
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<tr>
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<td>$1,526.15</td>
<td>$747.81</td>
<td>$2,273.96</td>
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</tr>
</tbody>
</table>

**Property Images**

Click on an image to enlarge it.

Data current as of: 6/24/2019 4:28 PM

TX_RollYear_TR: 2019
Parcel

Parcel #: 03072540050000
DOR Code: 91 - Undeveloped - Land
Situs: 1341 KANAKA CREEK RD
Map Number: U-R1-
Status:
Description:
Comment: $43,700 IMP VALUE REMOVED PROPERTY DESTROYED PER COURT ORDER

All Situses
1341 KANAKA CREEK RD 01461 KANAKA CREEK RD

Land

<table>
<thead>
<tr>
<th>Land Code</th>
<th>Unit Type</th>
<th>Units</th>
<th>Land Shape</th>
<th>Width</th>
<th>Depth</th>
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<tbody>
<tr>
<td>FirePatrol</td>
<td>FIRE Acres</td>
<td>8.000000000</td>
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<td></td>
<td></td>
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<tr>
<td>Res AC</td>
<td>Acres</td>
<td>7.570000000</td>
<td>Rectangle</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Property Images

Click on an image to enlarge it.
SHORT PLAT APPLICATION
INTAKE CHECKLIST

(This form must be complete and submitted with all required documents for the application to be considered complete. Review will not begin on the project until all of the requirements below are submitted)

✓ Short Plat Application. A completed application signed by the property owner and a $850 non-refundable fee (payable to Skamania County Treasurer). Please note there will be a $425 non-refundable fee charged for a short plat drawing re-review due to applicant's changes to the map. This fee will be charged for each re-review. Fees are subject to change by resolution of the County Commissioners.

✓ SEPA Checklist and non-refundable $400 fee.

Land Division - OSS Application and non-refundable $800 fee.

Land Division – Water Application (if applicable) and non-refundable $850 fee.

Maps. Two copies of the short plat map (18" x 24") from your surveyor illustrating the proposed development, including lot lines, dimensions, lot size, all access roads and easements, water sources and existing features on and near the property.

✓ Title Report. A “Subdivision Guarantee” or “Short Plat Certificate” from any title company for the specific property in the short plat application. If it is an amended short plat, a “Subdivision Guarantee” or “Short Plat Certificate” for each parcel created in the original short plat is required. These reports from the title company must be less than two months old at the time the Short Plat records.

✓ Legal Descriptions. A copy of the legal description from the deed for the specific property in the short plat application, which can be obtained from the Skamania County Auditor’s Office.

Reviewed by ___________________________ Complete: Yes ___ No ___ Date: ____________
June 25, 2019

Andrew P. Lembrick, L.G.
Skamania County Community Development
Land Use Planner
P.O. Box 1009
Stevenson WA 98648-1009

Re: Kanaka Creek Rd Mathaney Short Plat

Dear Mr. Lembrick,

The following are enclosed for submittal:

- Prints
- Short Plat Application
- SEPA
- Title Guarantee
- Fees

Sincerely,

[Signature]

Jesse P. Garner, PLS
JG/vla
19-143

Enc