

Boundary Line Adjustment Application

In order to expedite the process, please read carefully and submit the required information and documents.

Please submit all required materials to the Pend Oreille County Community Development Department,
Treasurer's office, Assessor's, and Auditor's office.

General Information

- ◆ This form is for the adjusting of property lines between two parcels. It can also be used to aggregate lots by eliminating shared boundaries.
- ◆ No new lots can be created out of a boundary line adjustment.
- ◆ All adjusted parcels must have dimensional characteristics to meet County setbacks and regulations for development.
- ◆ The adjustment cannot relocate any access easements, utilities, or on-site septic systems.
- ◆ A title report is required for all parcels involved in this application
- ◆ If a property has been previously surveyed than the Community Development Director may waive the need for the new boundary to be surveyed for certain minor adjustments.
- ◆ It is recommended that a professional land surveyor, title officer, or attorney prepare the legal description and required documentation..
- ◆ Existing and proposed new legal descriptions and parcel sizes must be shown on the survey document.
- ◆ **This transaction will not to be finalized until all taxes are paid for the year in which the document is recorded.**

Procedure

- ◆ Boundary line adjustments start with the Community Development Department but will also involve the Pend Oreille County Assessor, Auditor, and Treasurer. The following is the procedure for a boundary line adjustment:
- ◆ Fill out and submit application and include a...
 - Site map
 - Title report for all properties involved
- ◆ Approval typically takes 6-8 weeks and includes the following:
 - Approximately 1 week of review from Community Development Director.
 - 15 day public comment period after a notice of application has been posted in the paper and mailed to neighboring landowners.
- ◆ A Notice of Decision will be mailed out to the applicant and neighboring land owners and will be published in the paper. If the decision is not favorable to any involved parties there is a 14 day period in which to appeal the decision.
- ◆ Survey the new boundary lines and bring in a boundary survey map for recording.
- ◆ Along with the Notice of Decision you will also be mailed a Recordable Document which will need to be signed by Community Development, the Treasurer's office, and the Assessor's office.
- ◆ A Real Estate Excise Tax Affidavit will need to be filed with the Treasurer's office.



Located at: 625 West 4th Street

Newport, WA 99156

Mail to: PO Box 5066

Newport, WA 99156

Phone: 509-447-4821

Fax: 509-447-5890

Visit us online at

Pendoreilleco.org

Property 'A'

Owner Contact Information

Applicant/Property owner(s): Stimson Lumber Company / Marcus Ross

Mailing address: 7600 N Mineral Drive Ste. 400

City: Coeur d'Alene State: ID Zip: 83815

Phone number: 208-610-1475 cell 208-762-6553

Email address: mross@stimsonlumber.com

Property 'A' Information

Has this property been previously surveyed? (If so please attach a copy of the survey.)

YES

NO

Parcel number of the affected property: 453018500002

Legal description: See Attached

Property use:

Residential

Commercial

Agricultural

Timber

Other

Please describe if 'Other' is checked: _____

What is the property currently zoned? NR 20

Address of the property (If different than mailing address): 6541 Scotia Rd.

City: Newport State: WA Zip: 99156

Road Access

What road is adjacent to this property? Scotia Rd. and Graham Spur Rd.

Does an approach already exist?

YES

NO

Critical Areas

If there are any critical areas on this property please describe them. (Shorelines, streams, water bodies, wetlands, flood plains, slopes over 40% grade)

Shoreline and Little Spokane River flow through this piece with a man made pond at the junction of Scotia and Little Spokane River Rd.

The above information is correct to the best of my knowledge.

Signature: Marcus Ross

Date: 8/24/16

Property 'B'

Owner Contact Information

Applicant/Property owner(s): Stimson Lumber Company

Mailing address: 7600 N. Mineral Drive Ste.400

City: Coeur d'Alene State: ID Zip: 83815

Phone number: (208) 610-1475

Email address: mross@stimsonlumber.com

Property 'B' Information

Has this property been previously surveyed? (If so please attach a copy of the survey.)

YES

NO

Parcel number of the affected property: 443013440002

Legal description: See Attached

Property use:

Residential

Commercial

Agricultural

Timber

Other

Please describe if 'Other' is checked: _____

What is the property currently zoned? R5

Address of the property (If different than mailing address): 95 Graham Spur Rd

City: Newport State: ID Zip: 83815

Road Access

What road is adjacent to this property? Graham Spur R. Scotia Rd.

Does an approach already exist?

YES

NO

Critical Areas

If there are any critical areas on this property please describe them. (Shorelines, streams, water bodies, wetlands, flood plains, slopes over 40% grade)

Class one emergent Wetland not impacted in this Boundary Line Adjustment

The above information is correct to the best of my knowledge.

Signature: *Marcus Ross*

Date: 8/24/16

Please include a site plan drawn to scale. You may use the space below or attach a separate document. The site plan should include...

- Septic systems & drain fields
- Property lines & dimensions of parcel
- Proposed boundary line adjustment
- Distances between structures and parcel lines
- Location of existing & proposed structures
- North arrow & scale
- Locations of existing & proposed roads/driveways
- Distances between structures & waterbodies
- Location of any surface water

See Attached Exhibit A

Please sign to confirm the site map above or any drawn site map attached with this application.

Property 'A' Owner Signature: Stinson Lumber Company Date: 8/23/16

Property 'B' Owner Signature: _____ Date: _____



STIMSON LUMBER COMPANY

EXHIBIT A

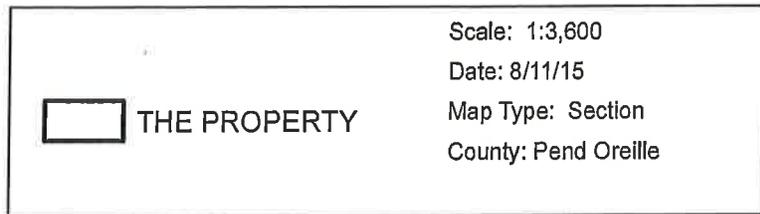
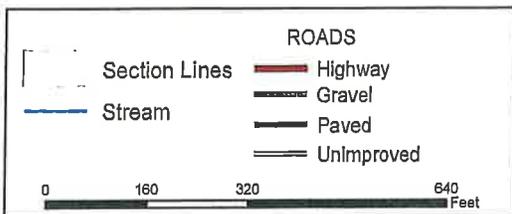
SECTION 18, TWN 30N, RNG 45E, WM

TOMBARI ACQUISITION



Distance from house to pond ~110'

The proposed boundary line adjustment incorporates all owned area between Scotia Road and Graham Spur Road.



 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5003353-0001607e

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



Jeffrey S. Robinson
Secretary

For Reference:

File #: 8641

Issued By:

Frontier Title & Escrow Co., Inc.
121 North Washington Avenue
Newport, WA 99156

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 Phone: 888-632-1642 Fax: 877-804-7606

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule A	GUARANTEE NUMBER 5003353-0001607e

Order No.: 8641-A

Liability: \$350.00

Fee: \$350.00

Name of Assured: Stimson Lumber Company

Date of Guarantee: July 20, 2016

The assurances referred to on the face page hereof are: **Stimson Lumber Company**

1. Title is vested in:

Stimson Lumber Company, an Oregon corporation

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
3. The following matters are excluded from the coverage of this Guarantee:
 - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - B. Water rights, claims or title to water.
 - C. Tax Deeds to the State of Washington.
 - D. Documents pertaining to mineral estates.
4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it..

By: _____

Cathy Holarik

Authorized Countersignature

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule B	GUARANTEE NUMBER 5003353-0001607e

File No.: 8641-A

RECORD MATTERS

1. General taxes. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year: 2016

Amount billed: \$ 746.73

Amount paid: \$ 373.38

Amount due: \$ 373.35, plus interest and penalty, if delinquent

Assessed value of land: \$ 72,500

Assessed value of improvements: \$ 5,720

Land Use Code: 11

Tax Account No.: 443013 44 0002; Affects Parcel 1

Amount billed: \$ 1440.15

Amount paid: \$ 720.10

Amount due: \$ 720.05, plus interest and penalty, if delinquent

Assessed value of land: \$ 539,580

Assessed value of improvements: \$ 78,160

Land Use Code: 88

Tax Account No.: 453018 50 0002; Affects Parcel 2

2. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property pursuant to RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Forest Land was given by Pend Oreille County Assessor. Affects Parcel 2.
3. Rights of way for Scotia Road, Little Spokane River Road and Railroads.
4. Certificate of Water Right recorded April 16, 19875 under Recording No. 143834. Affects Parcel 2.

 First American Title™	Subdivision Guarantee
	ISSUED BY First American Title Insurance Company
Schedule C	GUARANTEE NUMBER 5003353-0001607e

File No.: 8641-A

The land in the County of Pend Oreille, State of Washington, described as follows:

Parcel 1:

The East 460 feet of that part of the Southeast Quarter of Section 13, Township 30 North, Range 44 E.W.M., Pend Oreille County, Washington, lying south of Scotia Road.

Abbrev. Legal: Ptn SE ¼ S of Rd 13-30-44; **Parcel No.:** 443013 44 0002

Parcel 2:

The South Half of Section 18, Township 30 North, Range 45 E.W.M., Pend Oreille County, Washington, according to the government survey, EXCEPTING THEREFROM all rights of way for road, the right of way of the Great Northern Railway and a tract of land situate in the Northwest Quarter of the Southwest Quarter of said section more particularly described as follows:

Commencing at a point 1104.9 feet South of the West Quarter Corner of said Section 18, said point being the intersection of the Little Spokane River Road with the West Section line of said Section 18; thence, North along said Section line 505 feet; thence, East at right angles 475 feet; thence south on a line parallel to said Section line 415 feet, more or less, to the north boundary line of said Little Spokane River Road; thence, in a westerly direction along said road boundary to the point of beginning.

Abbrev. Legal: Ptn S ½ 18-30-45 less Tax 4; **Parcel No.:** 453018 50 0002

CERTIFICATE OF WATER RIGHT

- Surface Water** (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water** (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1943, and amendments thereto, and the rules and regulations of the Department of Ecology.)

CERTIFICATE NUMBER G3-20704C	PERMIT NUMBER G3-20704P	APPLICATION NUMBER G3-20704	PRIORITY DATE December 29, 1972
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NAME WILLIAM A. TOMBARI			
ADDRESS (STREET) East 2720 Sinto	(CITY) Spokane	(STATE) Washington	(ZIP CODE) 99202

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.

PUBLIC WATER TO BE APPROPRIATED

SOURCE
a well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 10	MAXIMUM ACRE-FEET PER YEAR 2
QUANTITY, TYPE OF USE, PERIOD OF USE 10 gallons per minute, 2 acre feet per year, continuously, for domestic supply.		

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL
1370 feet north and 75 feet east from the southwest corner of Sec. 18

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) Government Lots 3 and 4	SECTION 18	TOWNSHIP, N. 30	RANGE, (E. OR W.) W.M. 45 E.	N.R.I.A. 55	COUNTY Bend Orilla
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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LEGAL DESCRIPTION OF PROPERTY WATER TO BE USED ON

The south 100 feet of the west 400 feet of Government Lot 3; the north 200 feet of the west 400 feet of Government Lot 4; ALL in Sec. 18, T. 30 N., R. 45 E.W.M.; LESS rights of way.

NO. **143834**

FILED *April 16 1973*
AT *11:01 AM*, VOL. *11*, PAGE *1589*
OF OFFICIAL RECORDS.

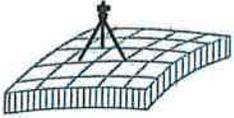
WINIFRED JOHNSON, AUDITOR
BEND ORVILLE COUNTY

BY: *Gayle Pillsbury*
DEPUTY CLERK

143834

11-1589

CERTIFICATE



GLAHE & ASSOCIATES, Professional Land Surveyors

P.O. Box 1863
303 Church Street
Sandpoint, ID 83864

Phone: (208) 265-4474
Fax: (208) 265-0675
Website: glaheinc.com

A PARCEL OF LAND BEING PARTIALLY IN THE SE $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN AND PARTIALLY IN THE SW $\frac{1}{4}$ OF SECTION 18 TOWNSHIP 30 NORTH, RANGE 45 EAST, WILLAMETTE MERIDIAN, PEND OREILLE COUNTY, WASHINGTON, AND LYING SOUTH OF SCOTIA ROAD, A COUNTY ROAD, AND NORTH OF GRAHAM SPUR ROAD, A COUNTY ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GRAHAM SPUR ROAD AND EAST SECTION LINE OF SAID SECTION 13;

THENCE ALONG SAID NORTH RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES

1. S $02^{\circ}19'30''$ E, 13.63 FEET ;
2. ALONG A NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 830.00' , AN ARC LENGTH OF 312.15', AND A DELTA ANGLE OF $21^{\circ}32'52''$ (THE CHORD OF WHICH BEARS N $34^{\circ}25'32''$ E, 310.31');
3. N $23^{\circ}39'06''$ E, 148.27 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF SCOTIA ROAD;

THENCE LEAVING SAID NORTH RIGHT-OF-WAY, AND ALONG SAID SOUTH RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. ALONG A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 699.95', AN ARC LENGTH OF 300.81', AND A DELTA ANGLE OF $24^{\circ}37'26''$ (THE CHORD OF WHICH BEARS S $65^{\circ}28'22''$ W, 298.50');
2. THENCE S $53^{\circ}09'39''$ W, 527.00 FEET, TO A POINT ON THE WEST LINE OF THE EAST 460 FEET OF SAID SECTION 13;

THENCE ALONG SAID WEST LINE, S $02^{\circ}19'30''$ E, 83.42 FEET, RETURNING TO SAID NORTH RIGHT-OF-WAY OF GRAHAM SPUR ROAD;

THENCE LEAVING SAID WEST LINE AND ALONG SAID NORTH RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES;

1. THENCE ALONG A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00', AN ARC LENGTH OF 58.53', AND A DELTA ANGLE OF 06°19'40" (THE CHORD OF WHICH BEARS S 85°09'08" E, 58.50');
2. THENCE S 81°59'18" E, 125.13 FEET;
3. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00', AN ARC LENGTH OF 150.26' AND A DELTA ANGLE OF 50°38'34" (THE CHORD OF WHICH BEARS N 72°41'25" E , 145.42');
4. THENCE N 47°22'08" E, 142.07 FEET;
5. THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 820.00', AN ARC LENGTH OF 40.25' AND A DELTA ANGLE OF 02°48'44" (THE CHORD OF WHICH BEARS N 45°57'46" E , 40.24') TO THE TRUE POINT OF BEGINNING ENCOMPASSING AN AREA 3.51 ACRES.



Septic Tank 11500 Gals.
 Disp. Field 2.817 L.F.T
 Other _____
 () New _____
 () Repair _____

NORTHEAST TRI-COUNTY HEALTH DISTRICT

Division of Environmental Health

- () Colville Office, Box 270, Phone 684-2262
- () Newport Office, Box 490, Phone 447-3131
- () Republic Office, Box 584, Phone 775-3161

Permit No. N-6737

Fee Paid 850.00

Receipt No. 305336

TOMMART FAMILY LIMITED PARTNERSHIP is hereby authorized to utilize a sewage disposal

system at Sec. 18, Twp. 30, Rge. 45 and in accordance with the plans and specifications approved by the District Health Officer on file in this office.

Any major repairs or alterations to the system shall be reported to the Northeast Tri-County Health District (Division of Environmental Health) for approval PRIOR to construction.

This permit is issued and may be revoked by the Northeast Tri-County Health District Health Officer by the authority of WAC 248-96, and Rules and Regulations established by the Board pursuant to RCW 70.05.

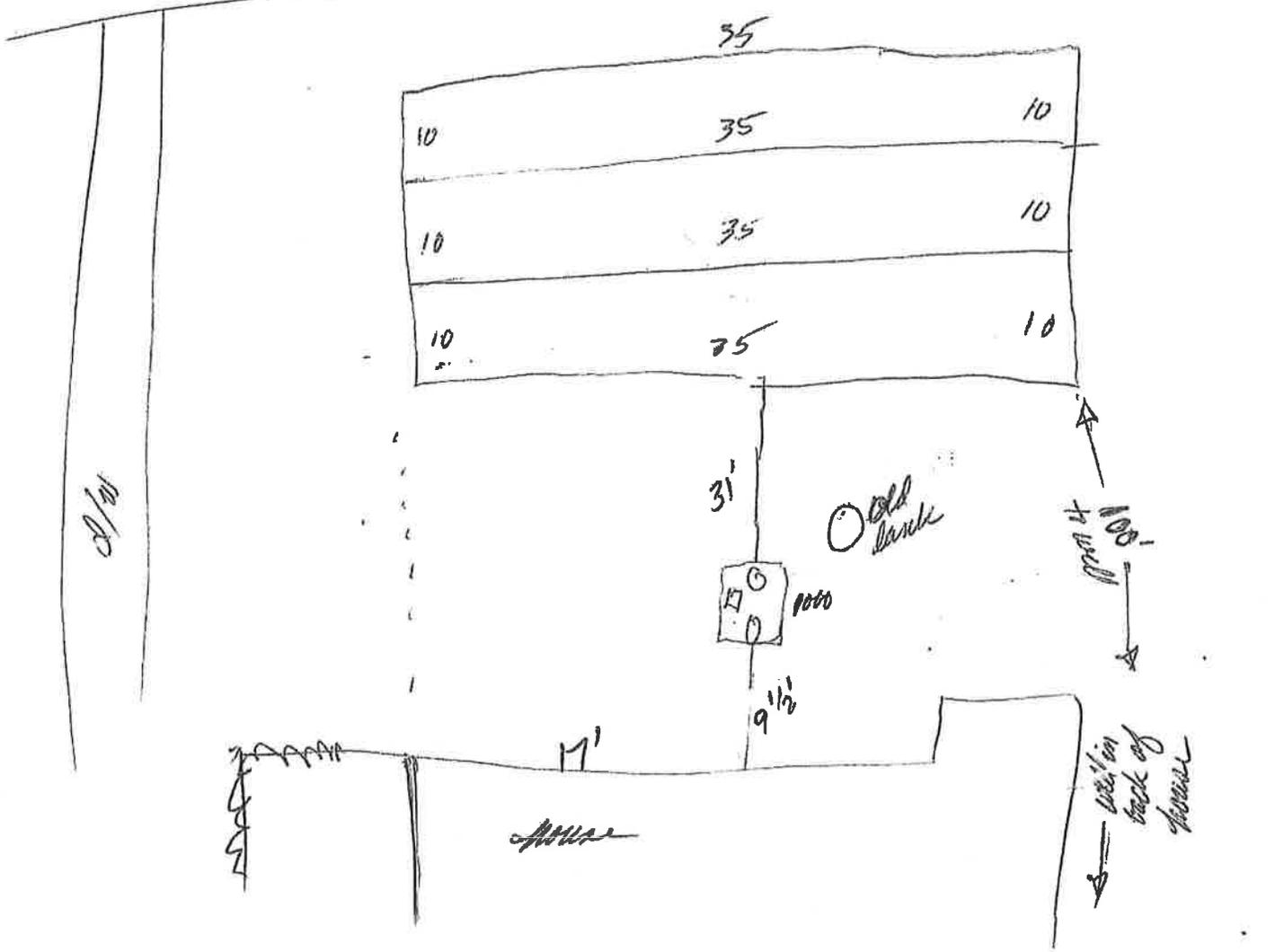
Witness my hand and seal this 11th day of JUNE, 1991

Date of Inspection 2-11-91 by Muga
 D.P. Form No. 6134-B

E. W. Gray MD
 District Health Officer

6-11-91
as-built
BGM

Scotia rd.



Frontier Title & Escrow Company, Inc.

121 N. Washington Ave.

Newport, WA 99156

Phone Number (509) 447-4454

Invoice

DATE	INVOICE #
7/25/2016	8554

BILL TO
Stimson Lumber Company Attn: Marcus Ross 7600 Mineral Dr. #40 Coeur D'Alene, ID 83815

ITEM	DESCRIPTION	LIABILITY AMO...	AMOUNT
Guarantee	8641-A Stimson Lumber Co.		350.00T
	Sales Tax		26.60
Total			\$376.60

PEND OREILLE COUNTY PLANNING DEPARTMENT
TITLE 1A LAND DEVELOPMENT FEES
Effective April 19th, 2011

1.	SUBDIVISION EXEMPTION	345.81.00.0011	
	A. Division 20 acres or larger		\$150.00
	B. Up to 4 divisions 10-20 acres in size on maintained public road		\$650.00
	<u>C. Minor Boundary Line Adjustments</u>		\$350.00
	D. Finalization Review Fee (For replats)		\$75.00 per lot × 2 = \$150.00
	E. Additional Review Finalization Fee		\$50.00 per lot
	F. Mapping Fee (per lot for all applications)	341.41.00.0015	\$75.00 per lot
2.	SHORT PLAT - 4 lots or less		
	A. Application Filing Fee	345.81.00.0021	\$950.00
	B. Additional Publication Fee		\$200.00
	C. Finalization Review Fee		\$75.00 per lot
	D. Additional Review Finalization Fee		\$50.00 per lot
	E. Time Extension Fee		\$100.00
	F. Final Plat Alteration/Vacation Application Fee		\$250.00
	G. Mapping Fee (per lot at finalization)	341.41.00.0015	\$75.00 per lot
3.	LONG PLAT - 5 lots or more*	345.81.00.0031	
	A. Application Filing Fee		\$1150.00
	B. Add'l Hearing/SEPA Determination Publication Fee		\$350.00
	C. Finalization Review Fee		\$ 75.00 per lot
	D. Additional Review Finalization Fee		\$ 50.00 per lot
	E. Time Extension Fee		\$100.00
	F. Final Plat Alteration/Vacation Application Fee		\$250.00
	G. Mapping Fee (per lot at finalization)	341.41.00.0015	\$ 50.00 per lot
4.	SHORELINES DEVELOPMENT*	322.91.00.0041	
	A. Shoreline Substantial Development Permit Including SEPA review		\$450.00
	B. Additional hearing/SEPA Publication Fee		\$125.00
	C. Shoreline Exemption (includes two inspection fees) (Required under WAC 173-27-050)		\$225.00
	D. Flood Plain determination when not part of a building permit.		\$ 25.00
	E. Flood Plain determination including site visit And Development Permit		\$175.00
	F. Floodplain Development Permit with SEPA review		\$450.00

Total = \$500.00