

# KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

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

## SHORT PLAT APPLICATION

(To divide lot into 2-4 lots)

KITTITAS COUNTY ENCOURAGES THE USE OF PRE-APPLICATION MEETINGS. PLEASE CONTACT COMMUNITY DEVELOPMENT SERVICES TO SET UP A PRE-APPLICATION MEETING TO DISCUSS A PROPOSED PROJECT.  
PLEASE TYPE OR PRINT CLEARLY IN INK. ATTACH ADDITIONAL SHEETS AS NECESSARY. PURSUANT TO KCC 15A.03.030, A COMPLETE APPLICATION IS DETERMINED WITHIN 28 DAYS OF RECEIPT OF THE APPLICATION SUBMITTAL PACKET AND FEE. THE FOLLOWING ITEMS MUST BE ATTACHED TO THE APPLICATION PACKET:

### REQUIRED ATTACHMENTS

- Five large copies of short plat with all preliminary drawing requirements complete (reference KCC Title 16 Subdivision Code for plat drawing requirements) and one small 8.5"x11" copy.
- Address list of all landowners within 500 feet of the subject parcel(s). If adjoining parcels are owned by the applicant, then the 500 foot area shall extend from the farthest parcel. If the parcel is within a subdivision with a Homeowners' or Road Association, then please include the mailing address of the association.

### OPTIONAL ATTACHMENTS

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

- Certificate of Title (Title Report)
- Computer lot closures

### APPLICATION FEES:

\$190 plus \$10 per lot for Public Works Department;  
\$380 plus \$75/hr. over 4 hrs. for Environmental Health Department;  
\$630 for Community Development Services Department  
(One check made payable to KCCDS)

### FOR STAFF USE ONLY

APPLICATION RECEIVED BY  
STAFF SIGNATURE

*[Handwritten Signature]*

DATE:

*6-10-08*

RECEIPT #

*1499*

*SP-08-00030*

RECEIVED STAMP  
HERE

JUN 06 2008

KITTITAS COUNTY  
CDS

1. **Name, mailing address and day phone of land owner(s) of record:**  
*Landowner(s) signature(s) required on application form.*

Name: Paul J. Goebel  
Mailing Address: 751 Bighouse Rd  
City/State/ZIP: Clc Elum, WA 98922  
Day Time Phone: (425) 444-8581  
Email Address: \_\_\_\_\_

2. **Name, mailing address and day phone of authorized agent** (if different from land owner of record):  
*If an authorized agent is indicated, then the authorized agent's signature is required for application submittal.*

Agent Name: Chuck Curre / Curre Assoc.  
Mailing Address: P.O. Box 959  
City/State/ZIP: Ellensburg, WA 98926  
Day Time Phone: 962-8242  
Email Address: \_\_\_\_\_

3. **Street address of property:**

Address: 751 Bighouse Rd  
City/State/ZIP: Clc Elum, WA 98922

4. **Legal description of property:** Parcel D, Bk 17 of Surveys,  
pgs 5-8

5. **Tax parcel number(s):** 19-15-02030-0008

6. **Property size:** 14.19 Ac. (acres)

7. **Narrative project description:** Please include the following information in your description: describe project size, location, water supply, sewage disposal and all qualitative features of the proposal; include every element of the proposal in the description (be specific, attach additional sheets as necessary):

4 lot short plat w/ individual wells & septic

8. **Are Forest Service roads/easements involved with accessing your development?**  
Yes  No  (Circle) If yes, explain: \_\_\_\_\_

9. What County maintained road(s) will the development be accessing from?

Upper Peck Point Rd

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

All correspondence and notices will be mailed to the Land Owner of Record and copies sent to the authorized agent.

Signature of Authorized Agent:  
(REQUIRED if indicated on application)

Date:

X Charles A. Cruse

6-6-08

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

Date:

X [Signature]

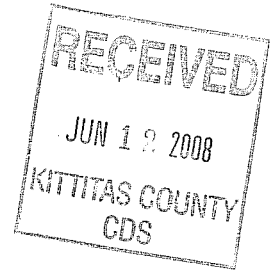
6/6/08



To Protect and Promote the Health and the Environment of the People of Kittitas County

June 10, 2008

Paul J Goebel  
751 Bighouse Rd.  
Cle Elum, WA 98922



RE: Goebel Plat submission fee received (\$380.00/receipt #1499)

Dear (applicant):

We have received the application for your proposed Plat (located in Section 2, Township 19N, Range 15E.W.M., off of Bighouse Road).

Enclosed is a checklist and detailed instructions for completing the Environmental Health requirements.

***Your plat application will not be approved until you meet the enclosed requirements.***

Once we have received and reviewed the required information, we will notify Community Development Services that you have satisfactorily addressed health department requirements.

If you have any questions or concerns, please feel free to contact our office.

Sincerely,

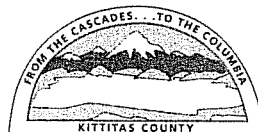
A handwritten signature in black ink, appearing to read 'Holly Myers', written in a cursive style.

Holly Myers, Environmental Health Director  
Kittitas County Public Health Department

cc: Community Development Services, Cruse & Associates

Enc: Checklist, Instructions for Completing EH Requirements, Soil Log Requirements

Kittitas County  
Public Health Department  
507 N. Nanum Street, Suite 102  
Ellensburg, WA 98926  
T: 509.962.7515  
F: 509.962.7581



1  
[www.co.kittitas.wa.us/health/](http://www.co.kittitas.wa.us/health/)

Environmental  
Health Services  
411 North Ruby Street, Suite 3  
Ellensburg, WA 98926  
T: 509.962.7698  
F: 509.962.7052

## Checklist

**Prior to receiving approval** of the above listed plat you must meet WAC 246-272-205(1) and WAC 246-272-095(1) by:

1. Proving there is an adequate supply of potable water

*Choose and follow instructions for **one** of the five following options:*

**Group “A” public well**

Provide written approval from Washington State Department of Health

**Group “B” public well**

Schedule a well site inspection or site inspection with Public Health as the first step toward approval of a group B system (the Group B system must be approved prior to plat approval)

**Individual wells**

Provide a well log or hydrogeological report to prove adequate ground water exists for the proposed number of potable water wells (see page 4). If a well log is used provide potable water test results.

**Shared two-party well**

Submit existing well log and a water user’s agreement signed by both parties

**Public utility water supply**

Submit a signed letter of agreement from a public utility official

AND

2. Proving satisfactory sewage disposal

*Choose and follow instructions for **one** of the two following options:*

**On-site sewage**

You must schedule a soil log and prepare the site (dig holes)

**Public utility sewer**

You must submit a signed letter of agreement from the public utility official

## **INDIVIDUAL WELLS**

Submit well logs or a hydrogeological report with documentation/evidence to support the claim regarding adequate availability of groundwater for the proposed number of potable water wells. This report shall be submitted by a Professional Engineer who practices in the field of hydrology or by a licensed Hydrogeologist. According to Critical Areas Ordinance 17A.08.25, individual wells must be located 50 feet from all property lines. To obtain well logs, contact Department of Ecology at (509) 575-2490.

All applicants for subdivision (short and long plats) utilizing wells shall have a note placed on the face of the final mylars that states:

*“Kittitas County relies on its record that a supply of potable water exists. The approval of this division of land includes no guarantee or assurance that there is a legal right to withdraw groundwater within the land division.”*

## **II. SATISFACTORY SEWAGE DISPOSAL**

### **PUBLIC UTILITY SEWER**

Submit a signed letter of agreement between the responsible public utility official and the developer/owner or other documentation that provides proof of connection to public sewer.

### **ON SITE SEWAGE**

Soil logs will need to be scheduled and dug at a mutually convenient time. The developer/owner shall provide soil logs as per WAC 246-272A or as amended (see attached soil log instruction sheet). The information obtained will be recorded and placed in the plat file for future reference. The information obtained from these soil logs is for plat approval purposes only and does not constitute a site evaluation in conjunction with the issuance of a permit for any specific lot.

### **SET BACK REQUIREMENTS**

A well must be located 50 feet from a septic tank and 100 feet from a drain field.

## **Soil Log Requirements for Land Division**

**Purpose:** The purpose of a soil log is to ensure that future property owners can be assured that they will be able to install a septic system on the property. A soil log is performed to ensure that suitable depth and type of soil is present on the property prior to final plat approval.

**Minimum Land Area Requirements:** According to the WAC 246-272 the minimum land area requirement from a public health perspective for subdivision of property is determined by the source of the drinking water and the soil type present to support an on-site sewage system (Table X). These guidelines have been put in place to protect human health and the environment from the potential health hazards that an on-site sewage system imposes. The type of water source available and soil type present must be determined by the local health officer. However, other minimum land area requirements may be subject to local government zoning regulations and restrictions, and it is advisable that property land owners seek advice from Community Development Services at (509) 962-7506 for assistance in this area.

**TABLE X**  
**Minimum Land Area Requirement**  
**Single-Family Residence or Unit Volume of Sewage**

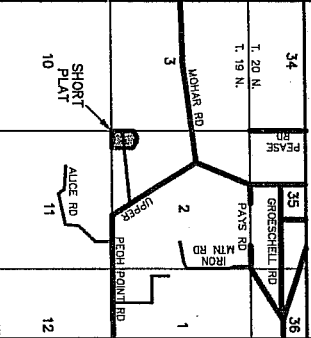
Type of Water Supply	Soil Type (defined by WAC 246-272A-0220)					
	1	2	3	4	5	6
Public	0.5 acre	12,500 sq. ft.	15,000 sq. ft.	18,000 sq. ft.	20,000 sq. ft.	22,000 sq. ft.
	2.5 acre <sup>1</sup>					
Individual, on each lot	1.0 acre	1 acre	1 acre	1 acre	2 acres	2 acres
	2.5 acres <sup>1</sup>					

<sup>1</sup> See WAC 246-272A-0234(6).

**Other Considerations:** Since open holes present a potential danger to people, livestock, wild animals, and vehicles, it is advisable that such a hole be roped off or covered to prevent unwanted entry or marked to caution and facilitate finding. After the soil log has been performed the hole may be filled in by the property owner or contractor to eliminate the potential hazard.

**Scheduling a soil log:** Currently, soil logs are performed on a weekly basis by an Environmental Health Specialist. To schedule a soil log please contact the Environmental Health Office at 411 N. Ruby Street (509) 962-7506 to arrange an appointment.

**VICINITY MAP**



**APPROVALS**

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF  
 A.D., 200\_\_

KITTITAS COUNTY ENGINEER

KITTITAS COUNTY HEALTH DEPARTMENT  
 PRELIMINARY INSPECTION INDICATED SOIL CONDITIONS  
 MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY  
 MEANS OF SEWAGE DISPOSAL, FOR SOME BUT NOT  
 NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT  
 PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED  
 TO MAKE INQUIRIES AT THE COUNTY HEALTH  
 DEPARTMENT ABOUT ISSUANCE OF SEPTIC TANK  
 PERMITS FOR LOTS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 200\_\_

KITTITAS COUNTY HEALTH OFFICER

KITTITAS COUNTY PLANNING DIRECTOR  
 I HEREBY CERTIFY THAT THE FOREGOING SHORT PLAT  
 HAS BEEN EXAMINED BY ME AND FIND THAT IT  
 CONFORMS TO THE COMPREHENSIVE PLAN OF THE  
 KITTITAS COUNTY PLANNING COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 200\_\_

KITTITAS COUNTY PLANNING DIRECTOR

KITTITAS COUNTY TREASURER  
 I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS  
 ARE PAID FOR THE PRECEDING YEARS AND FOR THIS  
 YEAR IN WHICH THE PLAT IS NOW TO BE FILED.  
 PARCEL NO. 19-19-02000-0000

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 200\_\_

KITTITAS COUNTY TREASURER

NAME AND ADDRESS - ORIGINAL TRACT OWNERS  
 NAME: PAUL J GOEBEL  
 ADDRESS: 751 BIGHOUSE ROAD  
 CE ELDM, WA 98922

PHONE: (425) 441-6961

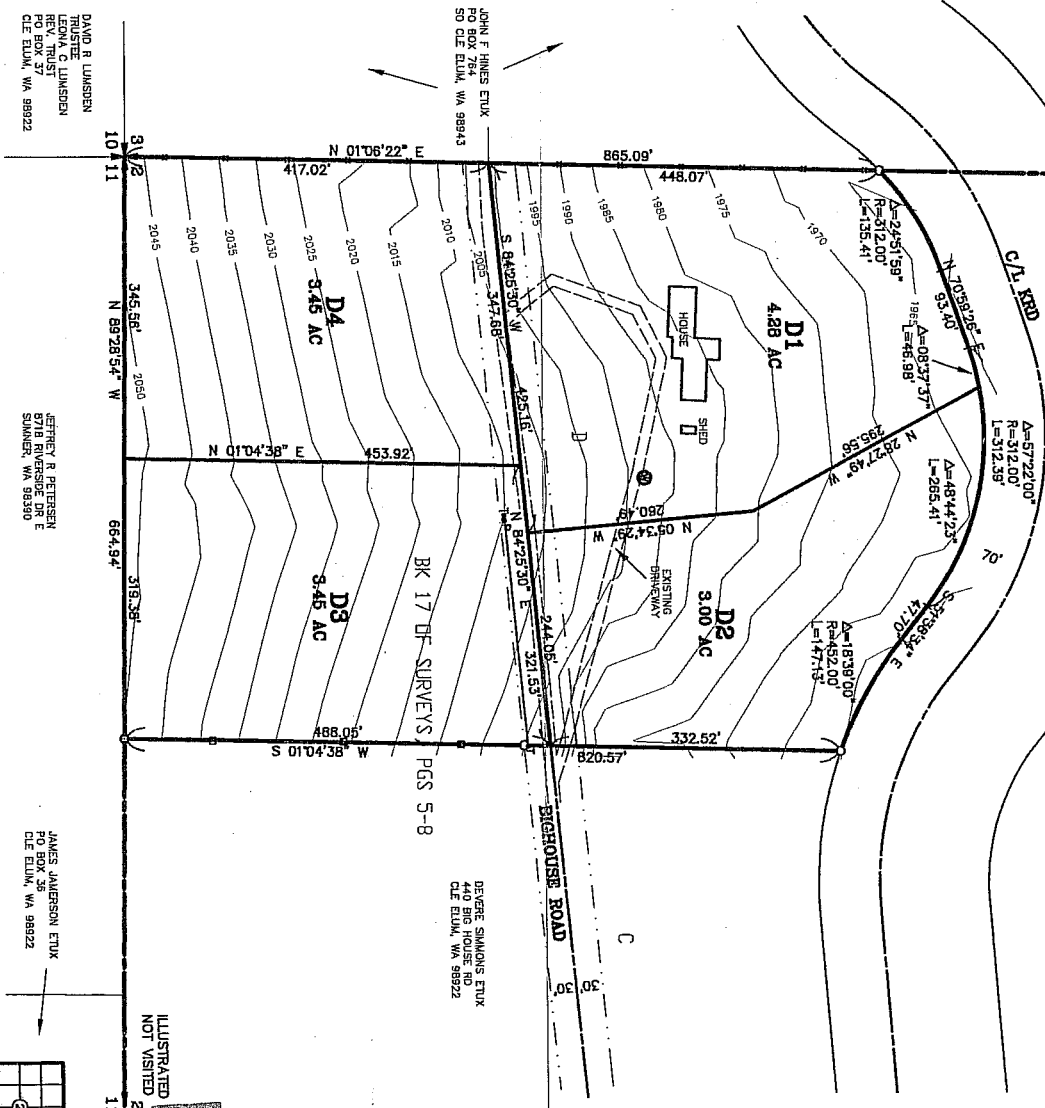
ENGINE ZONE: RURAL 3  
 SOURCE OF WATER: SHED TANKS  
 SPECIAL NOTES: NO IMPROVEMENTS PER THIS APP.  
 WIDTH AND TYPE OF ACCESS: 60' PRIVATE ROAD  
 NO. OF SHORT PLATTED LOTS: FOUR (4)  
 SCALE: 1" = 100'

SUBMITTED ON: \_\_\_\_\_  
 AUTOMATIC APPROVAL DATE: \_\_\_\_\_  
 RETURNED FOR CAUSE ON: \_\_\_\_\_

**GOEBEL SHORT PLAT  
 PART OF SECTION 2, T. 19 N., R. 15 E., W.M.  
 KITTITAS COUNTY, WASHINGTON**

BERBER, FARMING LLC  
 PO BOX 128  
 RONALD, WA 98940

BERBER, FARMING LLC  
 PO BOX 128  
 RONALD, WA 98940



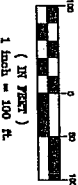
JOHN F. HINES ETUX  
 50 CE ELDM, WA 98943

DEVEER SIMMONS ETUX  
 440 BIG HOUSE RD  
 CE ELDM, WA 98922

DAVID R. LUMSDEN  
 LEONA C. LUMSDEN  
 REV. TRUST  
 PO BOX 37  
 CE ELDM, WA 98922

JEFFREY R. PETERSEN  
 5718 RIVERSIDE DR E  
 SKAMEN, WA 98350

JAMES JAMERSON ETUX  
 PO BOX 37  
 CE ELDM, WA 98922



**LEGEND**

- SET 5/8" REBAR W/ YELLOW CAP - "CRUISE 18078"
- FOUND PIN & CAP
- FENCE
- ⊗ WELL
- EASEMENT
- T POST
- ▭ POWER/TELEPHONE

**ORIGINAL PARCEL DESCRIPTION**

PARCEL 1  
 PARCEL D OF THAT CERTAIN SURVEY RECORDED  
 OCTOBER 31, 1990 IN BOOK 17 OF SURVEYS, PAGES  
 5 THROUGH 11 OF AUDITOR'S FILE NO. 534649  
 5. IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
 SECTION 2, TOWNSHIP 19 NORTH, RANGE 15 EAST,  
 RANGE 15 EAST, W.M., IN THE COUNTY OF  
 KITTITAS, STATE OF WASHINGTON.

PARCEL 2

A SIXTY (60') FOOT EASEMENT AS CREATED BY THAT  
 CERTAIN SURVEY RECORDED OCTOBER 31, 1990 IN  
 BOOK 17 OF SURVEYS, PAGES 5 THROUGH 8, UNDER  
 AUDITOR'S FILE NO. 534649, BEING A PORTION OF THE  
 SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19  
 NORTH, RANGE 15 EAST, W.M., IN THE COUNTY OF  
 KITTITAS, STATE OF WASHINGTON;

EXCEPT THAT PORTION OF SAID EASEMENT LYING  
 WITHIN PARCEL 'D' OF SAID SURVEY.

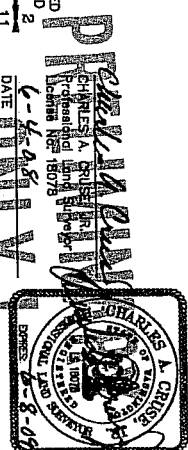
**AUDITOR'S CERTIFICATE**

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_  
 2008, at \_\_\_\_\_, in Book J of Short Plats  
 of page(s) \_\_\_\_\_ at the request of Cruise & Associates.

GERALD V. BETTY, Jr.  
 KITTITAS COUNTY AUDITOR

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me  
 or under my direction in conformance with the  
 requirements of the Survey Recording Act of the  
 request of PAUL GOEBEL, in MAY of 2008.



**CRUISE & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 217 E. Fourth St.  
 Ellensburg, WA 98926  
 (509) 982-8242





Issued by

*First American Title Insurance Company*  
*2411 West Dolarway, Ellensburg, WA 98926*

*Title Officer:*

*Phone: (509)925-5665*

*FAX: (509)925-7711*



# First American Title Co. Of Kittitas County

2411 West Dolarway  
Ellensburg, WA 98926  
Phn - (509)925-5665  
Fax - (509)925-7711

## SUBDIVISION GUARANTEE

LIABILITY	\$	2,000.00		ORDER NO.:	007115
FEE	\$	300.00	TAX \$ 24.00	YOUR REF.:	GOEBEL

**First American Title Insurance Company**  
a Corporation, herein called the Company

Subject to the Liability Exclusions and Limitations set forth below and in Schedule A.

## GUARANTEES

### CRUSE AND ASSOCIATES

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

## LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.
3. 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.

Dated: May 8, 2008

### SCHEDULE A

The assurances referred to on the face page are:

A. Title is vested in:

Paul J. Goebel, as his separate estate

B. That according to the Company's title plant records relative to the following described real property (including those records maintained and indexed by name), there are no other documents affecting title to said real property or any portion thereof, other than those shown below under Record Matters.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Washington.
4. Documents pertaining to mineral estates.

DESCRIPTION:

See Schedule C attached hereto and incorporated herein by reference.

1. General taxes and assessments for the second half of the year 2008, which become delinquent after October 31, 2008, if not paid.  
Amount:\$1,457.19  
Parcel No.:260736  
Map No.:19-15-02030-0008

Note: First half 2008 taxes and assessments in the amount of \$1,457.19 have been paid. Taxes for the full year are \$2,914.38.

2. Exceptions and Reservation and the terms and conditions thereof, as contained in instrument,  
From:William Morrison  
Recorded:February 25, 1926, in Volume 43, page 175  
Auditor's File No.:80696

Present ownership and other matters affecting said reservation not shown herein.  
No representation is made as to the current ownership of said interest.  
Please refer to said instrument for further particulars.

3. Waiver of damages contained in Deed to the Kittitas Reclamation District, dated March 6, 1926, and recorded March 10, 1926, in Book 43 of Deeds, page 199, under Auditor's File No. 80870as follows:

"Said grantor, for itself and for its successors and assigns, hereby acknowledge full satisfaction for all severance damages and claims thereto to all their lands adjacent to the lands herein conveyed by reason of or occasioned by the location, construction, maintenance and operation of an irrigation canal by grantee, its successors and assigns, over and across the premises herein conveyed."

4. Waiver of damages contained in Deed to the Kittitas Reclamation District, dated December 9, 1926, and recorded December 27, 1926, in Book 45 of Deeds, page 101, under Auditor's File No. 84583as follows:

"Said grantor, for itself and for its successors and assigns, hereby acknowledge full satisfaction for all severance damages and claims thereto to all their lands adjacent to the lands herein conveyed by reason of or occasioned by the location, construction, maintenance and operation of an irrigation canal by grantee, its successors and assigns, over and across the premises herein conveyed."

5. EASEMENT and the terms and conditions thereof,  
Recorded:May 18, 1948, in Volume 78, page 594  
Auditor's File No.:201210  
In Favor of:The Pacific Telephone and Telegraph Company  
Affects:Said premises and other land
6. EASEMENT and the terms and conditions thereof,  
Recorded:May 28, 1951, in Volume 86, page 687  
In Favor of:The Pacific Telephone and Telegraph Company  
Affects:Said premises and other land

RECORD MATTERS

(Continued)

7. Pendency of Yakima County Superior Court Cause No 77-2-01484-5, State of Washington, Dept. of Ecology, Plaintiff, vs. Acquavella et al., Defendants. Notice of said cause given in Lis Pendens filed October 14, 1977, in Volume 90, page 589, under Kittitas County Auditor's File No. 417302, and Supplemental Lis Pendens filed June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263. This is an action to determine right to divert, withdraw or otherwise use the surface waters of the Yakima River Drainage Basin, in accordance with RCW Chapters 90.03 and 90.44. Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General.

PLEASE NOTE: The policy/policies to be issued include as one of the General Exceptions "Water rights, claims or title to water". The action referred to herein involves such water rights and so will not appear on said policy/policies as a Special Exception.

8. EASEMENT and the terms and conditions thereof,  
Dated:October 2, 1991  
Recorded:October 4, 1991, in Volume 325, page 1720  
Auditor's File No.:543622  
In Favor of:John William Schaumburg, a single person  
Affects:Said premises
9. All matters contained and/or delineated on Survey recorded October 31, 1990, in Book 17 of Surveys, pages 5 through 8, under Auditor's File No. 534649.
10. COVENANT FOR ROAD MAINTENANCE, and the terms and conditions thereof,  
By and between:All owner's of Parcels A, B, C & D  
Dated:November 7, 1990  
Recorded:November 13, 1990, in Volume 317, page 547  
Auditor's File No.:535009

Said Agreement contains a provision for bearing costs of maintenance, repair and reconstruction of said road by the common users.

11. NOTICE TO CONTROL NOXIOUS WEEDS and the terms and conditions thereof,  
Dated:May 25, 2005  
Recorded:June 20, 2005  
Grantor:Kittitas County Noxious Weed Control Board  
Grantee:Mary Supanich  
Auditor's File No.:200506200002
12. DEED OF TRUST, and the terms and conditions thereof,  
Grantor:Paul J. Goebel, a married man, as his separate estate  
Trustee:First American Title Insurance Company  
Beneficiary:MERS for Eagle Home Mortgage, LLC  
Amount:\$409,500.00  
Dated:April 29, 2008  
Recorded:April 29, 2008  
Auditor's File No.:200805020038

**SCHEDULE C**

Parcel 1

Parcel D of that certain Survey recorded October 31, 1990, in Book 17 of Surveys, pages 5 through 8, under Auditor's File No. 534649, being a portion of the Southwest Quarter of Section 2, Township 19 North, Range 15 East, W.M., in the County of Kittitas, State of Washington

Parcel 2

A sixty (60') foot access easement as created by that certain survey recorded October 31, 1990 in Book 17 of Surveys pages 5 through 8, under Auditor's File No. 534649; being a portion of the Southwest Quarter of Section 2, Township 19 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

Except that portion of said easement lying within Parcel "D" of said Survey.

**INFORMATIONAL NOTES**

- A. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment 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.

### SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance 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 under this Guarantee 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 Arbitration 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 \$1,000,000 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 \$1,000,000 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 2 First American Way, Bldg. 2, Santa Ana, CA. 92707.

Goebel SP

5/30/08

FROM		ANGLE		DIST	NORTH	EAST	
*****	PT/PT INVERSE	<i>Total</i>			95687.79549	90861.11363	5
	START						GOEBEL CO
	RADIAL	N	43 52 33				
	DELTA		24 51 59	RT			
	RADIUS			312.00			
	TAN			68.79			
	L-ARC			135.41			
	RADIAL	N	19 00 34	W			
	RP				95462.89263	91077.36049	5
50	CHORD	N	58 33 26	E	134.35	95757.87767	5
	TAN@PT	N	70 59 26	E			GOEBEL CO
52	INV	N	70 59 26	E	93.40	95788.30030	5
	RADIAL	N	19 00 34	W			GOEBEL CO
	DELTA		57 22 00	RT			
	RADIUS			312.00			
	TAN			170.70			
	L-ARC			312.39			
	RADIAL	N	38 21 26	E			
	RP				95493.31525	91165.66691	5
53	CHORD	S	80 19 34	E	299.50	95737.97223	5
	TAN@PT	S	51 38 34	E			GOEBEL CO
55	INV	S	51 38 34	E	47.70	95708.37140	5
	RADIAL	S	38 21 26	W			GOEBEL CO
	DELTA		18 39 00	LT			
	RADIUS			452.00			
	TAN			74.22			
	L-ARC			147.13			
	RADIAL	S	19 42 26	W			
	RP				96062.81036	91677.18094	5
56	CHORD	S	60 58 04	E	146.48	95637.28517	7
	TAN@PT	S	70 17 34	E			GOEBEL CO
74	INV	S	1 04 38	W	820.57	94816.85625	7
	RADIAL	S	19 42 26	W			GOEBEL CO
73	INV	N	89 28 54	W	664.94	94822.87167	6
	RADIAL	S	19 42 26	W			GOEBEL CO
62	INV	N	1 06 22	E	865.09	95687.79549	5
	RADIAL	S	19 42 26	W			GOEBEL CO
	RP				95687.79549	90861.11363	5
NO CLOSURE ERROR					Area = 618003.62 sq ft	14.18741 ac	
FROM		ANGLE		DIST	NORTH	EAST	



=====  
 NO CLOSURE ERROR Area = 186475.86 sq ft 95687.79549 90861.11363 50  
 FROM ANGLE DIST NORTH EAST TO

=====  
 PT/PT INVERSE P2  
 \*\*\*\*\* START 95800.20687 91109.43937 8

RADIAL N 10 22 57 W  
 DELTA 48 44 23 RT  
 RADIUS 312.00  
 TAN 141.33  
 L-ARC 265.41  
 RADIAL N 38 21 26 E  
 RP 95493.31525 91165.66691 54

81 CHORD S 76 00 45 E 257.48 95737.97223 91359.28241 55  
 GOEBEL CO

TAN@PT S 51 38 34 E  
 55 INV S 51 38 34 E 47.70 95708.37140 91396.68669 58  
 GOEBEL CO

RADIAL S 38 21 26 W  
 DELTA 18 39 00 LT  
 RADIUS 452.00  
 TAN 74.22  
 L-ARC 147.13  
 RADIAL S 19 42 26 W  
 RP 96062.81036 91677.18094 5

56 CHORD S 60 58 04 E 146.48 95637.28517 91524.75946 7  
 GOEBEL

TAN@PT S 70 17 34 E  
 74 INV S 1 04 38 W 332.52 95304.82332 91518.50730 7

77 INV S 84 25 30 W 244.05 95281.11397 91275.60937 8

83 INV N 5 34 29 W 260.49 95540.37019 91250.30518 8

82 INV N 28 27 49 W 295.56 95800.20687 91109.43937 8

=====  
 NO CLOSURE ERROR Area = 130583.42 sq ft 95800.20687 91109.43937 8  
 FROM ANGLE DIST NORTH EAST TO

=====  
 PT/PT INVERSE D3  
 \*\*\*\*\* START 95273.58683 91198.49523 8

84 INV N 84 25 30 E 321.53 95304.82332 91518.50730 7

77 INV S 1 04 38 W 488.05 94816.85625 91509.33075 7

73 INV N 89 28 54 W 319.38 94819.74555 91189.96044 8  
 GOEBEL

85 INV N 1 04 38 E 453.92 95273.58683 91198.49523 8

=====  
 NO CLOSURE ERROR Area = 150418.40 sq ft 95273.58683 91198.49523 8  
 FROM ANGLE DIST NORTH EAST TO

=====  
 PT/PT INVERSE D4  
 \*\*\*\*\* START 95273.58683 91198.49523 8

77	INV	S	84 25 30	W	244.05	95281.11397	91275.60937	83
83	INV	N	5 34 29	W	260.49	95540.37019	91250.30518	82
82	INV	N	28 27 49	W	295.56	95800.20687	91109.43937	81

=====  
 NO CLOSURE ERROR      Area = 130683.42 sq ft      95800.20687      91109.43937      81  
 FROM                    ANGLE                    DIST                    NORTH                    EAST                    TO

=====  
 PT/PT INVERSE  
 \*\*\*\*\* START                    D3                    95273.58683      91198.49523      84

84	INV	N	84 25 30	E	321.53	95304.82332	91518.50730	77
77	INV	S	1 04 38	W	488.05	94816.85625	91509.33075	73
73	INV	N	89 28 54	W	319.38	94819.74555	91189.96044	85
85	INV	N	1 04 38	E	453.92	95273.58683	91198.49523	84

=====  
 NO CLOSURE ERROR      Area = 150418.40 sq ft      95273.58683      91198.49523      84  
 FROM                    ANGLE                    DIST                    NORTH                    EAST                    TO

=====  
 PT/PT INVERSE  
 \*\*\*\*\* START                    D4                    95239.81061      90852.46408      79

79	INV	N	84 25 30	E	347.68	95273.58683	91198.49523	84
84	INV	S	1 04 38	W	453.92	94819.74555	91189.96044	85
85	INV	N	89 28 54	W	345.56	94822.87167	90844.41396	6
62	INV	N	1 06 22	E	417.02	95239.81061	90852.46408	7

=====  
 NO CLOSURE ERROR      Area = 150425.95 sq ft      95239.81061      90852.46408      7