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BOOK 237 PAGE 1

John M. Groen

FEB 11 3 01 AM '03

P. L. Groen

J. M. Groen

Return Address:

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Document Title(s) or transactions contained herein:

SETTLEMENT AGREEMENT

GRANTOR(S) (Last name, first name, middle initial)

Scott Parsons and Teresa Wilson
Friends of the Columbia Gorge
United States Forest Service

☐ Additional names on page of document.

GRANTEE(S) (Last name, first name, middle initial)

Scott Parsons and Teresa Wilson
Friends of the Columbia Gorge
United States Forest Service

☐ Additional names on page of document.

LEGAL DESCRIPTION (Abbreviated: *i.e.*, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

The property is commonly known as 402 Turk Road, Washougal, WA.
Approximately 62.95 acres located at Section 18, T1N, R5E, WM.

Complete legal description attached.

☐ Complete legal on page of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

1-5-18-0401
1-5-18-0402
1-5-18-0402-80

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page of document.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is executed by and between FRIENDS OF THE COLUMBIA GORGE, INC. ("Friends"); SCOTT PARSONS AND TERESA WILSON, husband and wife (collectively "Parsons"); and the UNITED STATES FOREST SERVICE, a government agency of the United States Department of Agriculture ("USFS").

A. RECITALS

1. On January 18, 2000, Dale and Sandra Perry (collectively "Perry"), applied for permission to construct a single-family residence replacement dwelling, to move and convert an existing dwelling to agriculture labor housing, and to construct a three-stall barn/shed. The subject property is approximately 62.95 acres, is located at 402 Turk Road, Washougal, Township 1N, Range 5E, Section 18, and is identified as Skamania County Tax Lot Nos. 1-5-18-0401, 1-5-18-0402, and 1-5-18-0402-80. The county file number for the application is NSA-00-02.
2. On July 27, 2000, the Director of the Skamania County Department of Planning and Community Development issued a Decision approving the application with conditions.
3. On August 14, 2000, Perry filed a timely appeal of the Director's Decision, contesting the imposition of certain conditions.
4. On August 16, 2000, Friends of the Columbia Gorge filed a timely appeal of the Director's Decision.
5. Following a hearing, the Skamania County Board of Adjustment approved a Motion to Modify the Director's Decision by replacing the conditions of approval set forth in the Director's Decision with different conditions set forth by the Board of Adjustment. Those conditions are set forth at pages 019-021 of the certified record transmitted to the Columbia River Gorge Commission as Skamania County File No. NSA-00-02.
6. On December 7, 2000, Friends filed a timely Notice of Intent to Appeal the Board of Adjustment's Decision to the Columbia River Gorge Commission. The appeal (CRGC No. COA-00-05) is currently pending before the Columbia River Gorge Commission.
7. On January 4, 2001, USFS filed a timely Motion to Intervene in the appeal filed by Friends.

8. The subject property was sold by Perry to Parsons, who is now the current owner.
9. On January 23, 2001, Parsons filed a timely Motion to Intervene in the appeal filed by Friends.
10. The parties desire to settle the appeal and therefore enter into this Settlement Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Parsons and all successors in interest shall be prohibited from establishing the labor dwelling applied for under Skamania County File No. NSA 00-02 and any other non-replacement additional dwellings on the property (identified as Tax Lots 1-5-18-0401, 1-5-18-0402, and 1-5-18-0402-80) as long as the property remains within the boundaries of the Columbia River Gorge National Scenic Area pursuant to the Columbia River Gorge National Scenic Area Act, Public Law 99-663, as amended.
2. Except as set forth below, all conditions of approval contained in the Board of Adjustment's November 17, 2000 Decision, as previously identified at pages 019-021 of the certified record, shall remain applicable:
 - a. Condition number 1 shall be amended in its entirety to read as follows:

All development shall be consistent with the attached Landscape Plan (Exhibit A), prepared jointly by USFS, Friends, and Parsons, unless modified by the conditions of approval.
 - b. Condition number 2 shall be amended in its entirety to read as follows:

The replacement house and 3-car garage shall be located at Site A, as shown on the attached Landscape Plan (Exhibit A), which USFS has concluded is consistent with the requirements of the May 13, 1988 conservation easement deed by and between Perry and USFS. The eastern edge of the new home and garage shall not be further east than 20 feet west of the eastern edge of the mature stand of maples currently at Site A and no further west than the westernmost maple tree at Site A. The garage shall be located north of the house as indicated on Exhibit A.

- c. Condition number 3 shall be amended to delete the phrase "modular house and" so that the first sentence begins as follows:

The 3-stall barn/shed shall be located

- d. Condition number 4 shall be deleted.

- e. Condition number 5 shall be amended to insert the phrase "for the south-facing wall" to the first sentence after the word "grade."

- f. Condition number 9 shall be amended in its entirety to read as follows:

Parsons shall plant a total of 28 Douglas-fir trees in two different groupings as depicted on Exhibit A. The 28 trees shall include 8 trees at 16 feet tall, 8 trees at 12 feet tall, 4 trees at 10 feet tall, and 8 trees at 8 feet tall. Trees within each of the two groupings shall be spaced 15 feet apart. All trees within the first row of 13 trees to the south and southwest of the replacement house and the first row of 3 trees to the southeast of the replacement house shall be planted within one foot of the same elevation as the grade of the replacement house. The easternmost four trees in the first row of 13 trees to the south and southwest of the replacement house and all 3 of the first row of 3 trees to the southeast of the replacement house shall be no more than 50 feet from the replacement house. No screening of the replacement house from locations east of Shepperd's Dell or from locations west of mile marker 22 (the Corbett exit) on Interstate Highway 84 shall be required.

- g. Condition number 10 shall be amended by adding the following two sentences:

For trees up to 16 feet tall, replacement trees shall be the same height as the trees being replaced. For trees more than 16 feet tall, replacement trees shall be at least 16 feet tall.

- h. Condition number 11 shall be amended in its entirety to read as follows:

Dark and either natural or earth-tone color samples for the exterior of the replacement house, barn/shed, and garage,

shall be submitted to both USFS and the Skamania County Planning Department for review and approval prior to the issuance of a building permit.

- i. Condition number 14 shall be amended in its entirety to read as follows:

Exterior materials on all development at Site A visible from Rooster Rock State Park, Crown Point, and Shepperd's Dell and on the west- and south-facing portions of development at Site C shall be non-reflective or low-reflective. All paints and stains shall be low-gloss and all window glass shall have a reflectivity rating of 13 percent or less.

- j. Condition number 15 shall be amended by inserting the phrase "identified in this Decision and in Exhibit A" between the words "conditions" and "prior."

- k. The following shall be added as additional conditions of approval to the Board of Adjustment's November 17, 2000 Decision, as previously identified at pages 019-021 of the certified record:

- i. The existing modular house shall be removed from the property within 30 days of the issuance of the occupancy permit for the replacement house.

- ii. The south facing wall of the existing barn shall be repainted a dark and either natural or earth-tone color, consistent with the Columbia River Gorge National Scenic Area Act, the Management Plan, and Title 22 of Skamania County Code. Samples shall be submitted to both USFS and the Skamania County Planning Department for review and approval prior to the issuance of a building permit for the replacement house.

- iii. The two year period for the development action to be undertaken (see SCC § 22.06.050.C.5.a.) shall commence from the date Friends withdraws its appeal currently pending before the Columbia River Gorge Commission (CRGC No. COA-00-05) (see SCC § 22.06.050.C.4).

3. Within ten days of the full execution of this Settlement Agreement by all parties, the parties shall take the following actions:

- a. Parsons shall record this Settlement Agreement in the deed records for

Skamania County Tax Lot Nos. 1-5-18-0401, 1-5-18-0402, and 1-5-18-0402-80 in the office of the Skamania County Auditor in order to ensure notice to successors in interest of the rights and obligations created by this Settlement Agreement.

- b. Parsons shall mail copies of the recorded Settlement Agreement to Friends and USFS.
 - c. Parsons shall submit a letter to the Skamania County Planning Department stating that Parsons no longer intends to establish the labor dwelling on the subject property and requesting approval of the changes to the Board of Adjustment's November 17, 2000 Decision, as previously identified at pages 019-021 of the certified record, contained in section B.2 of this Settlement Agreement. It is understood and agreed by all parties that the Board of Adjustment's November 17, 2000 Decision shall remain in effect until the County issues a final Amended Decision that is in full conformity with this Settlement Agreement and no appeal of the Amended Decision is filed within the applicable appeal period.
4. Upon issuance by Skamania County of a draft Amended Decision making the changes described in section B.2 of this Settlement Agreement and effecting no other substantive change to the Board of Adjustment's decision, Friends shall withdraw its appeal currently pending before the Columbia River Gorge Commission (CRGC No. COA-00-05), and USFS shall cooperate in such withdrawal.
 5. Upon issuance by Skamania County of a final Amended Decision making the changes described in section B.2 of this Settlement Agreement and effecting no other substantive change to the Board of Adjustment's decision, the parties shall take the following actions:
 - a. Friends of the Columbia Gorge and USFS shall not appeal the Amended Decision.
 - b. Parsons shall record the Amended Decision in the deed records for Skamania County Tax Lot Nos. 1-5-18-0401, 1-5-18-0402, and 1-5-18-0402-80 in the office of the Skamania County Auditor in order to ensure notice to successors in interest of all conditions of approval of the Amended Decision.
 6. All provisions of this Settlement Agreement shall be binding and enforceable against all parties even if not incorporated into the Amended Decision.

7. The parties agree that development of the identified parcel under the requirements of this Settlement Agreement complies with the standards established by the Columbia River Gorge National Scenic Area Act, the Management Plan for the Columbia River Gorge National Scenic Area, the Skamania County Code, the May 13, 1988 conservation easement deed by and between Perry and USFS, and other applicable local, state, and federal law.
8. Friends and USFS agree that neither entity will pursue any course of action or legal proceeding that in any way challenges the development of the replacement house and barn/shed as set forth in this Settlement Agreement, except for any action to enforce the conditions of approval of the Decision for County File No. NSA-00-02 as amended, to enforce the terms of this Settlement Agreement, or to enforce any terms of the May 13, 1988 conservation easement by and between Perry and USFS that are not affected by this Settlement Agreement.
9. It is understood and agreed to by all parties that all rights, benefits, and advantages, as well as any duties and obligations, that apply to Parsons, USFS, and the County as a result of this Settlement Agreement are also fully applicable to and enforceable by any successor in interest.
10. This Settlement Agreement represents the entire integrated agreement between the parties hereto with respect to the development applied for as Skamania County File No. NSA-00-02, and supercedes all prior negotiations, representations, or agreements with respect to the development applied for as Skamania County File No. NSA-00-02. This Agreement may be amended only by written instrument signed by the parties. The parties have voluntarily executed this Settlement Agreement based upon their independent investigations. The provisions of this Settlement Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties. All parties shall be deemed to have cooperated in the drafting and preparation of the Settlement Agreement. Hence, any construction to be made of the Settlement Agreement shall not be construed against any party.
11. The undersigned and each of them hereby declare that the terms of this Settlement Agreement have been completely read by each of them and are fully understood and voluntarily accepted by each of them for the purposes of making a full and final compromise and settlement.

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JOHN GROEN, Attorney for Scott Parsons and Teresa Wilson

John M. Groen
John Groen

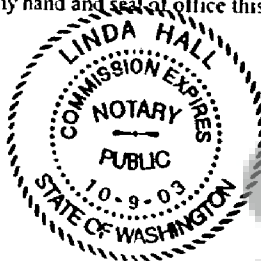
Dated: May 8th April , 2002.

STATE OF WASHINGTON)

COUNTY OF King)

I certify that I know or have satisfactory evidence that JOHN GROEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and seal of office this 8th day of May, 2002.



Linda Hall
Signature

My appointment expires 10/9/03

STATE OF OREGON)

COUNTY OF MULTNOMAH)

FRIENDS OF THE COLUMBIA GORGE, INC.

Kevin Gorman
Kevin Gorman, Executive Director

Dated: April 30, 2002.

This instrument was acknowledged before me on April 30, 2002 by KEVIN GORMAN as EXECUTIVE DIRECTOR of FRIENDS OF THE COLUMBIA GORGE, INC.

NOTARY PUBLIC Nathan J. Baker

Print Name: Nathan J. Baker

My Commission Expires:

March 4, 2006




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STATE OF OREGON)

COUNTY OF MULTNOMAH)

ARNO REIFENBERG, Attorney for USFS


Arno Reifenberg

Dated: May 1, 2002.

This instrument was acknowledged before me on May 1, 2002 by ARNO REIFENBERG.

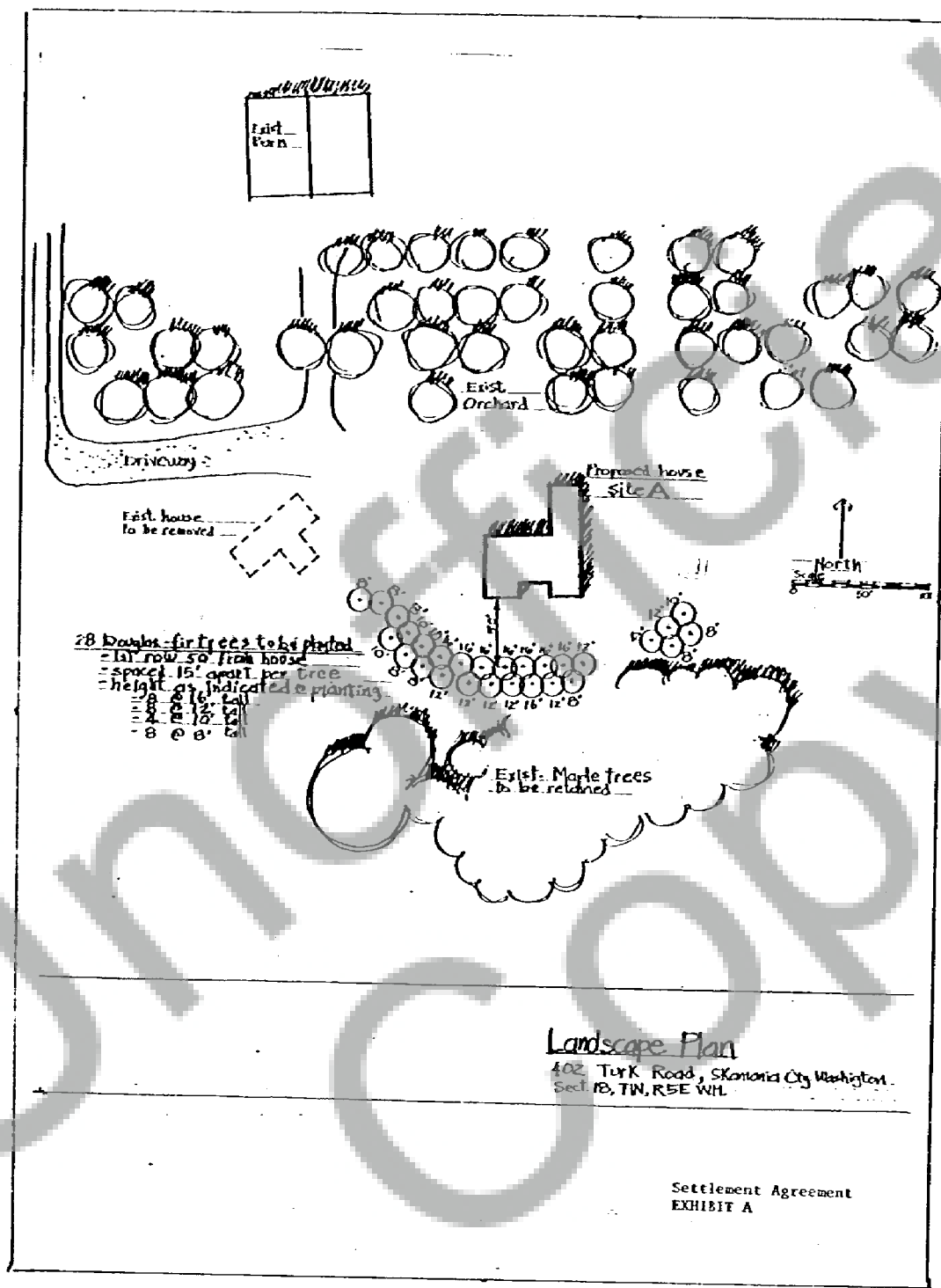
NOTARY PUBLIC 

Print Name: NATHAN BAKER

My Commission Expires:

March 4, 2006





Landscape Plan

402 Turk Road, Skamania City Washington
Sect. 18, T1N, R5E W1L

Settlement Agreement
EXHIBIT A

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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT 'A'

DESCRIPTION:

ORDER NO: K119800 DS

PARCEL I

The Southeast Quarter of the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT Public Roads.

PARCEL II

The South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter; the South Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of the Southeast Quarter; all in Section 18, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

PARCEL III

A Parcel of land situated in the North Half of the Southeast Quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

COMMENCING at a point on the West line of Lot 1 of the Sharleen James Short Plat as recorded in Book 3 of Short Plats on Page 65, Skamania County Records, which point is 100 feet North of the Southwest Corner of said Lot 1; thence North 88° 45' 02" West to the West line of the East Half of the West Half of the Southeast Quarter of said Section 18; thence South along said West line to the Northwest corner of the South Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section; thence East along the North line of the South Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter and the North line of the South Half of the Southwest Quarter for the Northeast Quarter of the Southeast Quarter of said Section to the West line of said Short Plat; thence North along the West line of said Short Plat to the Point of Beginning.

Gary H. Martin, Skamania County Assessor

Date 1-27-01 Parcel # 010518 00 0401 00 ✓
JID 2-10-03 0402 00 ✓
0403 -80 ✓