

147636

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## Return Address:

Joe & Debbie Jermann  
 P.O. Box 715  
 Cascade Locks, OR 97014

FILED  
 FEB 13 8 52 AM '03  
 DEBRA JERMANN  
 J. M. [illegible]

## Document Title(s) or transactions contained herein:

Settlement Agreement

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

Joseph &amp; Debra Jermann

☐ Additional names on page \_\_\_\_\_ of document.

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

Friends of the Columbia Gorge, Inc.

☐ Additional names on page \_\_\_\_\_ of document.

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

Lot 3 of Jermann SP; Intersection of Aldon Way and Nelson Cr. Rd.  
 Range 7 1/2 E, W.M. Tax lot # 03-75-36-4-0-0203-00

☐ Complete legal on page \_\_\_\_\_ of document.

## REFERENCE NUMBER(S) of Documents assigned or released:

Skamania County Decision NSA-02-25

☐ Additional numbers on page \_\_\_\_\_ of document.

## ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Lot 3 of Jermann SP, recorded in book 2, page 224,  
 Auditor's File #93164

☐ Property Tax Parcel ID is not yet assigned☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read  
 the document to verify the accuracy or completeness of the indexing information.

201751

### SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is executed by and between FRIENDS OF THE COLUMBIA GORGE, INC. ("Friends") and JOSEPH AND DEBRA JERMANN, husband and wife (collectively "Jermann").

#### A. RECITALS

1. Jermann applied for permission to construct a single-family dwelling with attached garage and attached deck, a detached garage, and a fence in Skamania County. The dwelling and attached garage have a combined footprint of 3,109 square feet. The detached garage has a footprint of 900 square feet. The subject property is approximately 2.0 acres, is located in the General Management Area of the Columbia River Gorge National Scenic Area in section 36 of Township 3N, Range 7½E, W.M., and is identified as Skamania County Tax Lot No. 03-75-36-4-0-0203-00. The county file number for the application is NSA-02-25.
2. On September 13, 2002, the Director of the Skamania County Department of Planning and Community Development issued a decision approving the application with conditions ("Director's Decision").
3. On October 2, 2002, Friends filed a timely appeal of the Director's Decision.
4. 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. Jermann shall file with the Skamania County Planning Department an application for a minor amendment to the Director's Decision. The application shall include all of the following:
  - a. the required \$100 fee;
  - b. a copy of this Settlement Agreement, including the proposed landscaping map attached as Exhibit A;
  - c. the following list of changes to the proposed development:
    - i. the "900 square foot detached garage" will be withdrawn from the

- proposed development;
  - ii. the eastern boundary of the driveway will be located no further east than 65 feet west of the intersection of Nelson Creek Road and Aldon Wachter Road;
  - iii. the driveway will not be paved; and
  - iv. the required landscaping will be sited as depicted on the landscaping map attached as Exhibit A to this Settlement Agreement; and
  - e. a request to review and approve each of the items listed in sections B.1.b through B.1.c of this Settlement Agreement and to make all of the following changes to the Director's Decision:
    - i. The "900 square foot detached garage" will be eliminated from the list of approved development.
    - ii. Condition of approval number 6 will be amended in its entirety to read as follows: "With the exception of the vegetation to be removed in the driveway corridor, all existing vegetation on the parcel taller than five feet, especially in the southeast portion of the property, shall be retained."
2. Upon completion by Jermann of the requirements outlined in section B.1 of this Settlement Agreement and upon issuance of an Amended Decision by the Planning Director approving the changes and information described in this Settlement Agreement and effecting no other substantive change to the Director's Decision, the parties shall take the following actions:
- a. Friends shall withdraw its appeal of the Director's Decision and shall not appeal the Amended Decision.
  - b. Jermann shall record the Amended Decision in the deed records for Skamania County Tax Lot No. 03-75-36-4-0-0203-00 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.
3. The parties to this Settlement Agreement expect that the Planning Director will refund Friends' \$500 appeal fee because there were no costs associated with publication and notice of any hearings associated with the appeal. If the full \$500 is refunded, Friends shall reimburse the Jermanns in the amount of \$100 for the minor amendment application fee.

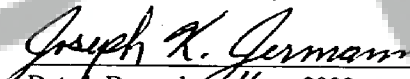


4. If Jermann desires any further change(s) in the development, including but not limited to any paving of the driveway, any removal of any trees, and any reduction or increase in the footprint or height of the approved dwelling and attached garage, Jermann agrees to file an application requesting such change(s) with the Skamania County Planning Department.
5. In the event that legal action becomes necessary to enforce the terms of this Settlement Agreement, the prevailing party is entitled to reasonable attorneys' fees at trial and on appeal.
6. 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 the parties as a result of this Settlement Agreement are also fully applicable to and enforceable by any successor in interest.
7. 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-02-25, and supercedes all prior negotiations, representations, or agreements. 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 and the standards and guidelines of the National Scenic Area. 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.
8. 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.

FRIENDS OF THE COLUMBIA GORGE, INC.

  
Kevin Gorman, Executive Director  
Dated: December 10, 2002.

JOSEPH K. JERMANN

  
Dated: December 16, 2002.

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DEBRA A. JERMANN

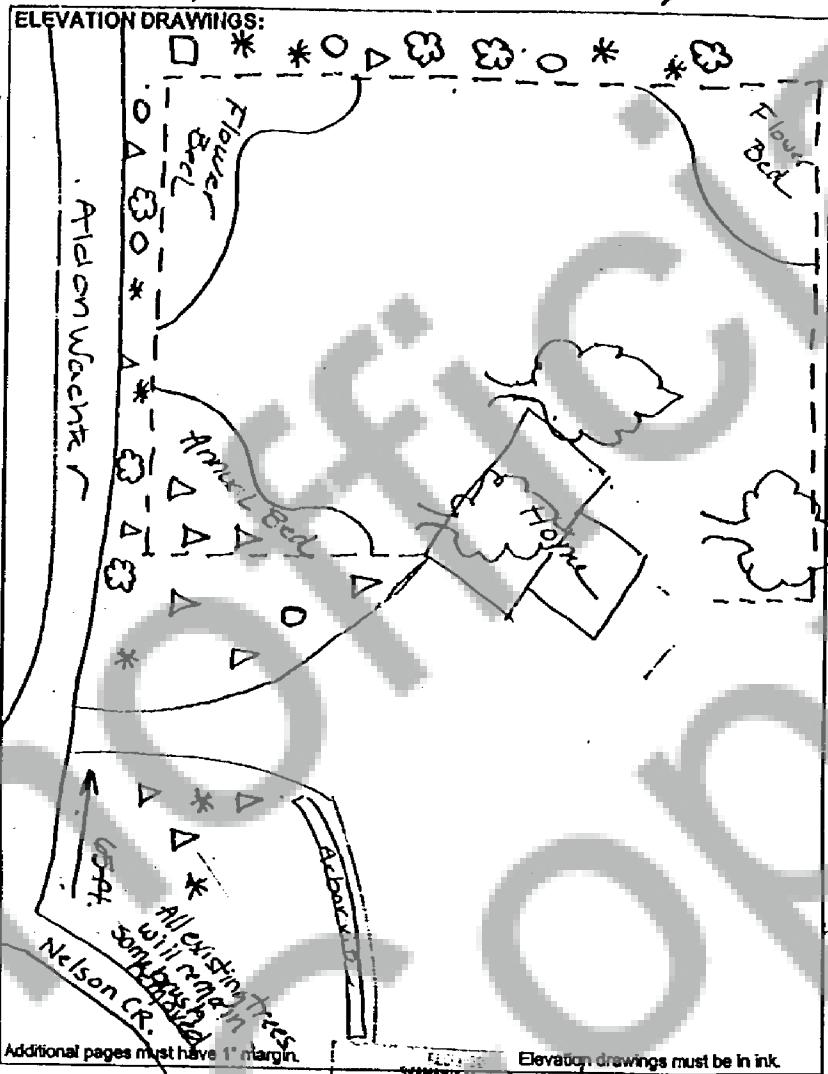
Debra A. Jermann

Dated: December 16, 2002.

Planting \* Douglas Fir  
 \* Cedar (Western Red)  
 \* Gimson King Maple  
 \* Scarle + Oak

Planting \* Various shrubs and  
 \* plants such as Wild lilac,  
 Hydrangea, Vine Maple, Dogwood,  
 and Rhododendrons

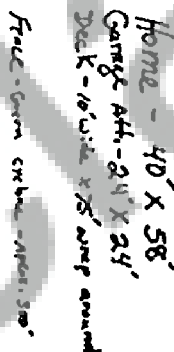
Reduced for recording JS



Not To Scale! Trees will be planted 20' center

DEC 23 2002  
 DEPT. OF PLANNING  
 CITY OF SEATTLE

Scale: 1 inches = 100 feet



Site plan must be completed in ink.

**NOTICE: This is an initial site plan, it may be revised throughout the application process.**