

BOOK 243 PAGE 22

Skamania County

1421 5371163  
O'Leary

Skamania County Commissioners  
PO Box 790  
Stevenson, WA 98648

Document Title(s) or transactions contained herein:

1. Settlement Agreement

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

1. Columbia River Gorge Commission  
2. Skamania County

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

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

1. Brian Bea  
2. Jody Bea

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

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

Section 11 of Township 1 North, Range 5 East, W.M.

☒ Complete legal on page 31 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

01-05-11-20-1302-00

☐ 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.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF SKAMANIA

BRIAN BEA and JODY BEA, husband and  
wife,

Petitioners,

vs.

COLUMBIA RIVER GORGE COMMISSION  
and SKAMANIA COUNTY,

Respondents.

No. 99-2-00020-1

SETTLEMENT AGREEMENT

This Settlement Agreement is executed by and between Brian and Jody Bea, the  
Columbia River Gorge Commission and Skamania County. This Settlement Agreement  
concerns development (referred to as "the Project") on the Beas' property at 262 Miller  
Road, Washougal, Washington, and which was the subject of a land use approval (Skamania  
County Planning Director's Decision NSA 96-81).

**I. INTRODUCTION**

After extensive negotiations and mediation, Brian and Jody Bea, the Columbia River  
Gorge Commission (the Commission), and Skamania County (the County) have agreed to  
settle the above-entitled lawsuit and all pending administrative enforcement issues between  
the parties. Through an amended building permit process, this agreement generally  
authorizes the Beas to make substantial changes to the residence and perform other measures

SETTLEMENT AGREEMENT - 1

to reduce the home's visibility. In exchange, the County and the Commission have agreed to settle the Beas' civil claims against the County and the Commission and to pay the Beas \$300,000.00. Upon issuance of the amended building permit, including the expiration of any appeals, the County will withdraw its pending Notice of Violation and Stop Work Order against the Beas.

## II. AGREEMENT

Now, therefore, based upon the mutual considerations of the parties, it is hereby agreed as follows:

### A. Architectural Drawings And Plans

#### 1. **Professionally Produced Architectural Plans and Drawings.**

The Beas retained Michael McGaha of McGaha Architecture, Washington Architect's License No. 6410, to produce final signed drawings to modify the design of the house from its present condition. These drawings are attached as Exhibit 1 and incorporated herein as part of this Settlement Agreement.

#### 2. **Design Set Forth In Architectural Plans Is Approved By All Parties.**

The revised design of the house as set forth in Exhibit 1 has been reviewed, approved and agreed to by all parties to this Settlement Agreement.

#### 3. **All Work Shall Be Completed As Set Forth in Settlement Agreement.**

All development, demolition, earthmoving, and construction work on the Project shall be completed in accordance with and as set forth in this Settlement Agreement, and/or any addendum. Any work, construction, or alterations by any present or future owners, successors or assigns, that materially deviate from the final appearance, size, shape, reflectivity or any other element of the exterior of the house set forth in this

SETTLEMENT AGREEMENT - 2

Settlement Agreement and/or any addendum shall constitute a violation of this Settlement Agreement. This Settlement Agreement does not apply to the design or construction of the interior of the house, which design and construction is entirely within the control of the Beas.

All developments shall continue to be subject to and governed by the Director's Decision (96-S1).

**4. Specific Architectural Requirements.**

The following architectural requirements are specifically required and are set forth in Exhibit 1:

a. **Roof Height.** Roof height shall not exceed 28½ feet above the lowest presently existing finished grade on the south side of the house. The parties agree that the existing south patio slab represents the elevation of the existing finished grade.

b. **No Eastward Expansion.** No portion of the house shall be expanded to the east from its present location.

c. **House Footprint.** The house shall be constructed within the footprint provided in Exhibit 1, pp. 4 and 5.

d. **Roof Materials.** The roof material of the house shall be DECRA Shingle in the color "Woodland Green."

e. **Exterior Wall Materials and Treatment.** The exterior surface of the house shall be sided with DECRA Shingle in the color "Canyon Brown." As provided in Exhibit 1, the lowest six feet of the walls may be sided with a rock façade product.

**B. Landscape and Grading Design and Plans**

**i. Landscape Plan.**

Landscape Architect Gill Williams, of Atlas Landscape Architecture in Portland, Oregon, has visited the property, reviewed previous landscape design work for this property, and developed landscaping design drawings, which are attached to and

1 incorporated herein as Exhibit 2, for the property. This design has been reviewed, approved  
2 and agreed to by the parties.

3           **2. All Work Shall Be Completed As Set Forth in Settlement**  
4           **Agreement.**

5           All landscape and excavation work on the Project shall be completed  
6 in accordance with, and as set forth in, this Settlement Agreement and/or addendum. Any  
7 work, construction, or alterations that materially deviate from the landscape design set forth  
8 in this Settlement Agreement and/or any addendum shall constitute a violation of this  
9 Settlement Agreement.

10           **3. Landscaping Requirements.**

11           The following landscaping requirements are specifically required and  
12 are set forth in Exhibit 2:

13           a.     **Screening.** The parties agree that, upon completion, the  
14 landscape design set forth in Exhibit 2 screens the Project from all key viewing areas as  
15 required by the Scenic Area rules and the Skamania County Code.

16           b.     **Berm.** The landscape plan includes a berm on the south side of  
17 the house, and extending along the whole length of the south side of the house. This berm  
18 shall be at least three feet above the lowest presently existing grade on the south side of the  
19 house. This berm shall be held in place by a retaining wall placed approximately 25 feet  
20 from the southwest corner of the house. A deck shall extend from the south wall of the  
21 house to the retaining wall and the berm shall be placed south of the retaining wall. This  
22 berm is incorporated into the landscape design set forth in Exhibit 2. The design of the deck  
23 and retaining wall is set forth in Exhibit 1.

24           c.     **Survival of plantings.** Any trees and plants planted as part of  
25 the required landscape design that fail to survive over a period of seven years shall be  
26

1 replaced with healthy trees or plants of the same species as those which failed to survive. To  
2 the extent practicable, such replacement shall occur not more than six months after it is  
3 determined that the tree or plant is dead or is unhealthy and will not survive. For those trees  
4 and plants planted as part of the landscape design, any replacement tree or plant shall be of  
5 the same age and size as the tree or plant originally planted. For example, if a six year old,  
6 12-foot Douglas Fir was originally planted, it shall be replaced with at least a six year old,  
7 12-foot Douglas Fir. The parties acknowledge that the easternmost 20-foot anchor tree may  
8 not be replaceable with a similar 20-foot tree after the retaining wall for the berm is installed.  
9 Accordingly, if that tree needs to be replaced, it will be replaced with the tallest Douglas Fir  
10 between 12 and 20 feet that can reasonably be installed.

11 d. *Maintenance of landscaping.* All landscaping required under  
12 this Settlement Agreement shall be maintained by all present and future owners, successors  
13 and assigns. Maintenance includes replacing dead trees and plants, maintaining and using an  
14 irrigation system, and generally insuring that the landscape design set forth in Exhibit 2  
15 survives and thrives as designed. No trees incorporated in the landscape design shall be  
16 limbed above a height of EIGHT (8) feet above ground level. If the crown of any tree grows  
17 closer than 15 feet to another tree, the tree(s) may be thinned as appropriate to provide for  
18 adequate safety and health of the tree(s) by maintaining adequate spacing.

19 e. *Watering System.* The landowner shall provide a watering  
20 system that provides irrigation to plantings within the fire buffer zone boundary, a distance  
21 of 50 feet from the exterior of the house and shop and to all newly planted trees and plants  
22 set forth in Exhibit 2.

23 f. *Native Landscaping.* All plantings incorporated into the  
24 landscape design shall comply with the Landscape Setting requirements for the Prindle area.  
25 This Landscape Setting requires:  
26



(1) At least half of any trees planted for screening purposes shall be species native to the setting. Such species include: Douglas Fir, grand fir, western red cedar, western hemlock, big leaf maple, red alder, ponderosa pine and Oregon white oak, and various native willows (for riparian areas); and

(2) At least half of any trees planted for screening purposes shall be coniferous to provide winter screening.

**4. Grading Requirements.**

A grading plan has been produced for the Project and is attached as Exhibit 3 and incorporated herein. All parties have reviewed and approved the grading plan set forth in Exhibit 3. All grading undertaken as part of the Project shall comply with the grading plan as set forth in Exhibit 3 and shall be consistent with the landscaping plan as set forth in Exhibit 2.

**C. Submission of Plans and County Process**

**1. Amended Building Permit Application Process.**

The Beas shall, within 90 days of the signing of this Settlement Agreement, simultaneously submit an application for an amended building permit to Skamania County Building Division and the Executive Director of the Columbia River Gorge Commission. The drawings for the amended building permit application shall be the plans and materials attached to this Settlement Agreement as Exhibits 1, 2, and 3. In addition to these documents, the Beas may submit additional information as necessary to support the application and to assist the County in conducting its review.

The Executive Director shall immediately review these documents and plans. If the plans set forth in the amended building permit application are not as agreed in the Settlement Agreement, the Executive Director or the Planning Director shall, within seven days of receiving the application, notify all parties in writing that the application and

1 supporting documents are not as agreed in the Settlement Agreement. Such written  
2 notification shall stop the permit process and all parties shall undertake the dispute resolution  
3 process set forth in Section II, K.2.

4 a. **Waiver of Fees and Charges.** As part of the settlement,  
5 Skamania County agrees to waive any fees or charges associated with the amended building  
6 permit application, including any application fees, inspection fees, or similar charges.

7 b. **Status of Original Building Permit.** All parties to this  
8 Settlement Agreement agree that unless and until an amended building permit is finally  
9 approved, including the expiration of any appeal period and completion of any appeals or  
10 any judicial challenges to the amended building permit, the Beas shall not have relinquished  
11 the original building permit issued for the house or waived their rights under that permit or  
12 under Director's Decision NSA - 96-81 (Part #2), dated May 19, 1997. Upon final approval  
13 of the amended building permit, including completion of the appeal period, any appeals or  
14 any judicial challenges to the amended building permit, the original building permit shall be  
15 deemed withdrawn and no longer in effect.

16 c. **County Review of Application.** Pursuant to County rules,  
17 regulations, custom and procedures, the County building official and Planning Director shall  
18 review the Beas' application for an amended building permit. The Planning Director shall  
19 review the application for consistency with the conditions of approval contained in Director's  
20 Decision NSA - 96-81 and with the terms of this Settlement Agreement.

21 d. **Appeal of Amended Building Permit.** If the Planning Director  
22 determines that the application for an amended building permit complies with the conditions  
23 of approval of Director's Decision NSA - 96-81, and the terms of this Settlement  
24 Agreement, she will certify to the Building Division that the plans meet the Planning  
25 Department's approval. The Planning Director shall notify all parties, the Friends of the  
26

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1 Gorge, and all other persons required by law to be notified of the Planning Director's  
 2 Decision regarding the amended building permit application. The parties further agree and  
 3 understand that for purposes of this settlement the Planning Director's decision to approve or  
 4 not approve the amended building permit as consistent with the Director's Decision 96-81  
 5 will be considered a "decision" under Skamania County Code 22.06.060. All parties to this  
 6 Settlement Agreement acknowledge that an appeal of the Planning Director's decision to the  
 7 County Board of Adjustment may be filed by a third party within 20 days of the decision.  
 8 All parties to this Settlement Agreement further acknowledge, agree and warrant that no  
 9 party to this Settlement Agreement will challenge by appeal or otherwise the issuance of an  
 10 amended building permit, if in fact it is issued by Skamania County.

11 e. *Effect of Third Party Appeals.* In the event that the Planning  
 12 Director issues a decision that approves the amended building permit as consistent with the  
 13 Director's Decision (96-81), the Beas and the Planning Director shall defend the amended  
 14 building permit as being consistent with the Scenic Act, its implementing regulations,  
 15 Skamania County Code and Director's Decision 96-81.

16 In the event an appeal is filed, the County and the Commission will exercise due  
 17 diligence to expedite the administrative process under their respective administrative rules. In  
 18 the event a third party files an appeal of an administrative approval of an amended building  
 19 permit with a court, the Beas may, upon written notice, withdraw from and cancel this  
 20 Settlement Agreement.

21 f. *Effect of Amended Building Permit.* If the amended building  
 22 permit is approved by the Planning Director and no timely appeal to the Board of Adjustment  
 23 is filed by any third party, all parties to this Settlement Agreement acknowledge and agree  
 24 that the amended building permit shall be a final decision and that, subject to the terms of  
 25 this Settlement Agreement, the Beas shall be authorized to continue construction on the  
 26

1 Project pursuant to the amended building permit.

2 g. **Withdrawal of Notice of Violation and Stop Work Order.**

3 Upon issuance of an amended building permit, the Notice of Violation and Stop Work Order  
4 pending before the County Board of Adjustment (on appeal and currently subject to a stay)  
5 shall be rendered moot and shall immediately be withdrawn by the County.

6 h. **Role of Gorge Commission:** The parties acknowledge that the  
7 Executive Director of the Commission has been granted full authority by the Commission to  
8 negotiate and settle this matter on behalf of the Commission. It is further understood that no  
9 member of the Gorge Commission has been involved in these negotiations or the  
10 development of this agreement.

11 2. **No Work Shall Begin Until Appeal Period or Appeal Runs.**

12 The Beas shall not begin any construction work on the Project until the  
13 administrative appeal period expires or any appeal of the amended building permit is finally  
14 determined. Notwithstanding this provision, the parties to this Settlement Agreement agree  
15 that upon approval by the Planning Director, the Beas may begin their landscaping work  
16 consistent with the landscape plans, in particular construction of the berm, even if an appeal  
17 is filed to the amended building permit by a third party.

18 D. **Construction Inspections**

19 The Project shall be inspected at regular intervals by employees or agents of  
20 Skamania County, the Commission, and/or any persons required by the terms of this  
21 Settlement Agreement to conduct such inspections, as set forth below. The inspections shall  
22 be for the purpose of insuring that all work on the Project complies with the terms of this  
23 Settlement Agreement and with any permits required in order to undertake the Project.

24 1. **Skamania County Inspections.**

25 All work on the Project shall be subject to review by Skamania County  
26

1 as part of its regular construction review, inspection, permitting and approval procedures.

2 **2. Columbia River Gorge Commission Inspections.**

3 The Commission or its designee shall have a right to enter the property  
4 and inspect the Project to determine whether the Project complies with the terms of this  
5 Settlement Agreement and with any permits required in order to undertake the Project. The  
6 Commission shall provide 48 hours actual notice to the Beas prior to any inspections by its  
7 inspector. Commission staff or their designee shall make a good faith effort to coordinate  
8 inspection times with Skamania County staff in order to reduce the number of entries onto  
9 the property.

10 **E. Inspection of Landscaping**

11 All landscaping set forth in Exhibit 2 shall be subject to inspection during  
12 construction, upon completion and annually thereafter for a period of seven years. These  
13 inspections are for the purpose of ensuring compliance with the terms of this Settlement  
14 Agreement, to ensure the survival of trees and plants required by this Settlement Agreement,  
15 and to ensure that no significant alterations of the landscaping design that may violate the  
16 terms of this Settlement Agreement have taken place.

17 **1. Columbia River Gorge Commission Inspections.**

18 The Commission or its designee shall have a right to enter the property  
19 and inspect the landscaping to evaluate compliance with the terms of this Settlement  
20 Agreement and/or any addendum. The timing of such inspections shall be coordinated with  
21 the inspections required by Skamania County in order to reduce the number of entries onto  
22 the property by Skamania County and Commission staff. The Commission shall provide 48  
23 hours actual notice to the Beas prior to any inspections by its inspector. These inspections  
24 shall be authorized to occur annually for a period of seven years.

2. **Skamania County Inspections.**

All landscaping shall be subject to inspection by Skamania County as part of its normal review, inspection and permitting procedures.

F. **Settlement Monies**

1. **Payment in Consideration for Release of All Claims.**

The Plaintiffs, Brian and Jody Bea, have a pending cause of action against the Defendants, Columbia River Gorge Commission and Skamania County, commenced in the Superior Court of the State of Washington for Skamania County, Cause No. 99-2-00020-1. The Beas and Skamania County also have an enforcement action pending before the Board of Adjustment involving NSA 96-81.

Pursuant to RCW 4.92.150, the parties wish to compromise and settle these actions and proceedings, and all disputes and claims for damages related thereto, by this Settlement Agreement. Defendants expressly deny any liability or fault for Plaintiffs' claimed injuries or damages but desire to avoid the expense, risk and uncertainty of continued litigation.

2. **Manner of Payment/Escrow Account.**

a. Plaintiffs will accept payment of \$150,000.00 from Skamania County as full payment for all claims against the County, and payment of \$150,000.00 from Gorge Commission as full payment for all claims against the Commission.

b. Plaintiffs will execute the Release attached hereto as Exhibit 4. Certified copies of the Release shall be delivered to each party. The original executed Release shall be delivered to the Escrow Agent designated by the Plaintiffs to be held as described below. The Plaintiffs designate Mark Hodges of Mark Hodges and Associates located at 127 Bellevue Way SE, Suite 100, Bellevue, Washington 98004; phone number (425) 637-1200 as their escrow agent.

c. Within thirty days after this agreement is executed by all

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1 parties, each Defendant will deposit \$150,000.00 to the Plaintiffs' designated escrow  
2 account.

3 d. Escrow account costs shall be deducted from the account.  
4 Interest earned shall remain in the account. Plaintiffs shall receive the benefit of escrow  
5 account interest and pay escrow account costs and fees.

6 e. The parties intend that the \$300,000.00 shall be disbursed to  
7 the Beas when all parties certify to the escrow agent that: (1) Skamania County has issued  
8 an occupancy permit for the residence; (2) the Beas have installed the landscape design as set  
9 forth in Exhibit 2; and (3) the parties have inspected the residence and landscaping and  
10 certified that they comply with the terms of this agreement and any permits.

11 f. Except as provided in paragraph g. below, the parties agree that  
12 upon completion of the conditions set forth in paragraph e, the parties shall instruct the  
13 escrow agent to deliver the original Release to the Defendants for filing and to disburse the  
14 account balance (with interest earned) to the Plaintiffs. The Release shall not be effective  
15 until the original signed Release is delivered to the defendants and the escrow funds are  
16 disbursed to the Beas.

17 g. ***Landscape Maintenance Funds.***

18 The Beas shall set up and maintain a personal account with a  
19 minimum balance of \$5,000.00 for a period of seven (7) years from the date any occupancy  
20 permit is received for the Project. The landscape maintenance funds in this account shall be  
21 held for the purpose of maintaining the landscape design required by this Settlement  
22 Agreement, and shall only be spent for that purpose during the seven-year maintenance  
23 period.

24 h. The parties agree that upon disbursement of the funds from the  
25 escrow account and delivery of the originally signed Release, Plaintiffs and Defendants shall  
26

1 enter into a stipulated judgment and agreed order of dismissal pursuant to RCW 4.92.150.

2 i. If any party withdraws, reneges, or otherwise violates the terms  
3 of this agreement before funds are disbursed as described in paragraph 5, the escrow agent  
4 shall return \$150,000.00 to each Defendant, plus interest, less any escrow costs.

5 **G. Enforcement of the Settlement Agreement**

6 **1. Violation of Settlement Agreement.**

7 Any breach of the terms of this Settlement Agreement shall constitute  
8 a violation of the Settlement Agreement.

9 **2. Enforcement of Violations.**

10 Any breach of the terms of this Settlement Agreement shall be  
11 enforceable by any party to this Settlement Agreement and by the Attorneys General of the  
12 States of Oregon and Washington in the Skamania County Superior Court. The terms of this  
13 Settlement Agreement are contractual and not merely recitals. No legal action shall be  
14 commenced until the parties have exhausted the alternative dispute resolution mechanisms  
15 provided in this Agreement. Skamania County and the Commission reserve the right to take  
16 whatever lawful enforcement action is necessary to enforce any future violations of the  
17 conditions of Director's Decision 96-S1, this Settlement Agreement or Scenic Area rules.

18 **3. Sanctions.**

19 A party may seek, and the court may fashion, a remedy that results in  
20 compliance with the terms of this Settlement Agreement, including equitable remedies and  
21 damages.

22 **4. Attorney Fees and Costs.**

23 Any party that brings an enforcement action under this provision shall  
24 be entitled to reasonable attorney fees and costs if that party obtains a finding that the party  
25 against whom the action is brought violated the Settlement Agreement.  
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1        **II. Severability**

2                In the event that any section of this Settlement Agreement is found to be void,  
3 all other provisions of the Settlement Agreement shall remain in full force and effect, unless  
4 the void provision makes implementation of the agreement impractical or impossible, or  
5 contrary to the mutual intent of the parties.

6                **I. Right of Reconstruction in the Event of Loss**

7                In the event of loss of or damage to the house, the owners of the property shall  
8 have a right to reconstruct or repair the house in compliance with the terms of this Settlement  
9 Agreement and any necessary permits and applicable rules and regulations. The parties  
10 further agree that if the DECRA product referenced in section II.A.4.d and e above is not  
11 reasonably available or cost effective for any future maintenance or replacement of the  
12 structure that the property owners shall be entitled, without the need of executing an  
13 addendum to the Settlement Agreement, to use a replacement product approved in advance  
14 by the Commission and the County.

15                **J. Changes to Settlement Agreement and Dispute Resolution**

16                **1. Changes to Settlement Agreement Must Be Agreed By All Parties**  
17 **in Writing.**

18                Except as otherwise provided herein, no changes, alterations, addenda  
19 or additions to the terms of this Settlement Agreement may be made without the express  
20 written agreement of the owners of the Property, the Commission and Skamania County.  
21 This includes, but is not limited to, any material deviation to the house or landscape designs.  
22 The parties, by mutual agreement, may amend this Settlement Agreement. Such changes  
23 must be agreed to by all parties in writing as an addendum to this Settlement Agreement and  
24 recorded in the title records of Skamania County.

25                **2. Dispute Resolution Process.**

26                Any and all disputes, claims, issues or disagreements (hereinafter

"disputes") arising out of or relating to this agreement shall be resolved exclusively in the following manner.

The parties shall use their best efforts to settle such disputes by negotiation and mediation prior to instituting litigation. These best efforts shall include at a minimum: request for negotiation by giving the other parties prompt written notice of the existence of such dispute and the proposed resolution, and within 10 days, the parties meet for at least three hours to discuss the dispute. If the parties are not able to resolve the dispute by negotiation, any party may request mediation. The parties agree to participate in at least six hours of mediation with a mediator selected by the parties. If the parties are not able to agree upon a mediator, the Washington Arbitration and Mediation Service shall appoint a mediator with expertise in land use and zoning disputes. The parties agree to share mediation costs equally. Mediation shall be deemed complete once the parties have agreed in writing to resolve the dispute, or if any party voluntarily withdraws from the mediation, or if any party fails to appear or participate in good faith.

The parties agree to engage in negotiation and mediation promptly and in good faith in order to expedite implementation of this Settlement Agreement and avoid the costs and risks of future litigation.

**K. Recording**

This Settlement Agreement, including all exhibits and attachments and the original Director's Decision, shall be recorded with the Skamania County Auditor and shall become part of the title record of the property that is the subject of this Settlement Agreement. Once recorded, the original Settlement Agreement shall be filed with the court in the above-entitled matter.

Date: 19 May 03

BRIAN BEA

SETTLEMENT AGREEMENT - 15

1	Date: <u>May 19, 2003</u>	<u>Jody Bea</u> JODY BEA
2		
3	Date: <u>May 19, 2003</u>	<u>Robert Talent</u> ROBERT TALENT SKAMANIA COUNTY COMMISSIONER
4		
5	Date: <u>May 19, 2003</u>	<u>Albert McKee</u> ALBERT MCKEE SKAMANIA COUNTY COMMISSIONER
6		
7	Date: <u>May 19, 2003</u>	<u>Lawrence "Bud" Quinn</u> LAWRENCE "BUD" QUINN SKAMANIA COUNTY COMMISSIONER
8		
9	Date: <u>May 19, 2003</u>	<u>Marta Bennett</u> MARTHA BENNETT EXECUTIVE DIRECTOR COLUMBIA RIVER GORGE COMMISSION
10		
11	Date: <u>May 19, 2003</u>	<u>John M. Groen</u> JOHN GROEN Of Attorneys for Brian and Jody Bea
12		
13	Approved as to Form:	
14		
15	<b>APPROVED AS TO FORM</b>	<u>Bradley Andersen</u> BRADLEY ANDERSEN Of Attorneys for Skamania County
16	<u>Phillip M. Bender</u> Skamania County Prosecutor	
17		<u>Phillip M. Bender</u> PHILLIP M. BENDER Assistant Attorney General for State of Oregon Of Attorneys for Columbia River Gorge Commission
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22		MARK JOBSON Assistant Attorney General for State of Washington Of Attorneys for Columbia River Gorge Commission
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1	Date: <u>May 19, 2003</u>	<u>Jody Bca</u> JODY BEA
2		
3	Date: <u>May 19, 2003</u>	<u>Robert Talent</u> ROBERT TALENT SKAMANIA COUNTY COMMISSIONER
4		
5	Date: <u>May 19, 2003</u>	<u>Albert E. McKee</u> ALBERT MCKEE SKAMANIA COUNTY COMMISSIONER
6		
7		
8	Date: <u>May 19, 2003</u>	<u>Lawrence "Bud" Quinn</u> LAWRENCE "BUD" QUINN SKAMANIA COUNTY COMMISSIONER
9		
10		
11	Date: <u>May 19, 2003</u>	<u>Martha Bennett</u> MARTHA BENNETT EXECUTIVE DIRECTOR COLUMBIA RIVER GORGE COMMISSION
12		
13		
14	Approved as to Form:	<u>John Groen</u> JOHN GROEN Of Attorneys for Brian and Jody Bca
15	APPROVED AS TO FORM	<u>Bradley Groen</u> BRADLEY GROEN Of Attorneys for Skamania County
16	<u>Skamania County Prosecutor</u>	
17		<u>Phillip M. Bender</u> PHILLIP M. BENDER Assistant Attorney General for State of Oregon Of Attorneys for Columbia River Gorge Commission
18		<u>Mark Jobson</u> MARK JOBSON Assistant Attorney General for State of Washington Of Attorneys for Columbia River Gorge Commission
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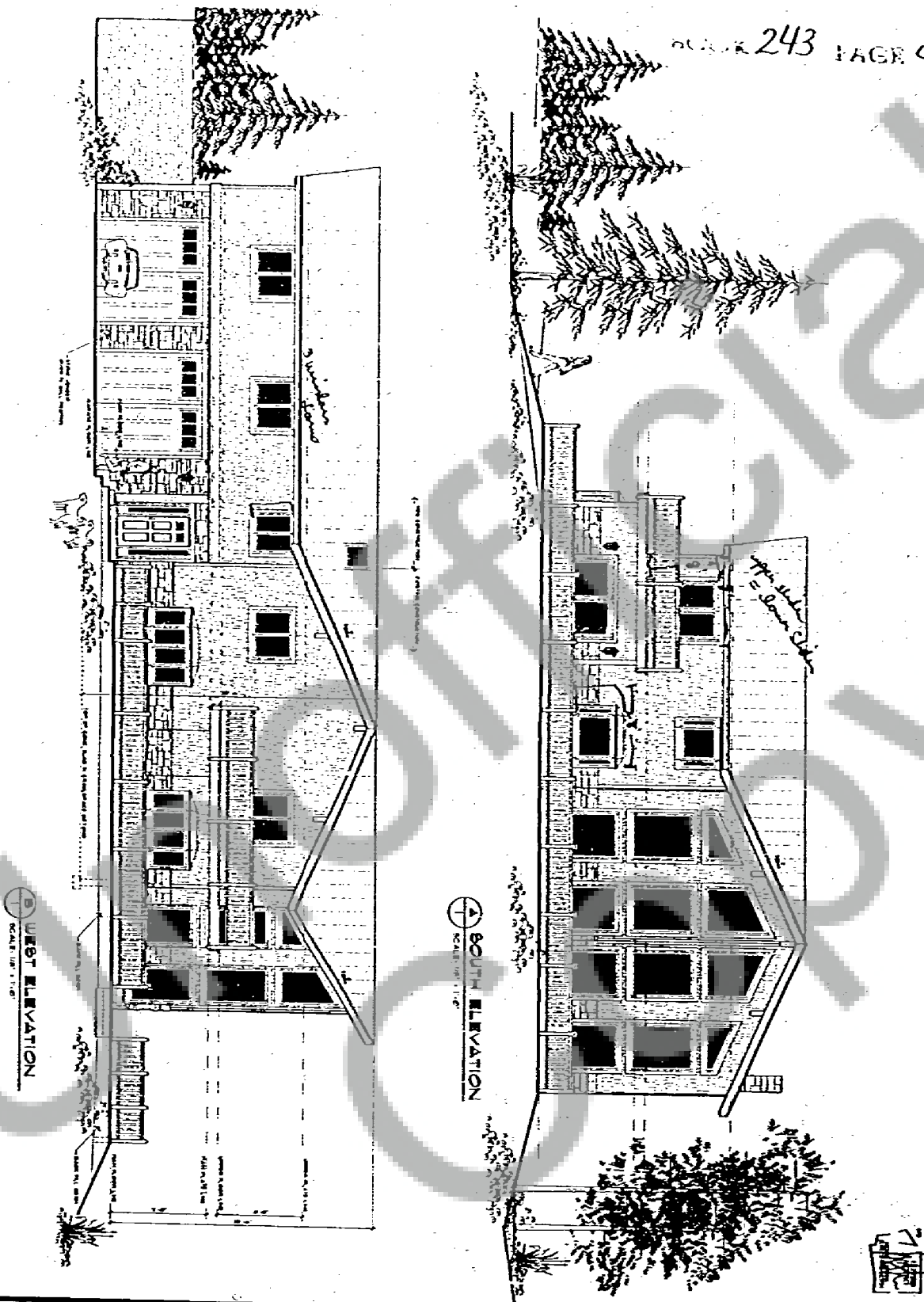
EXHIBIT 1

ARCHITECTURAL PLANS AND DRAWINGS

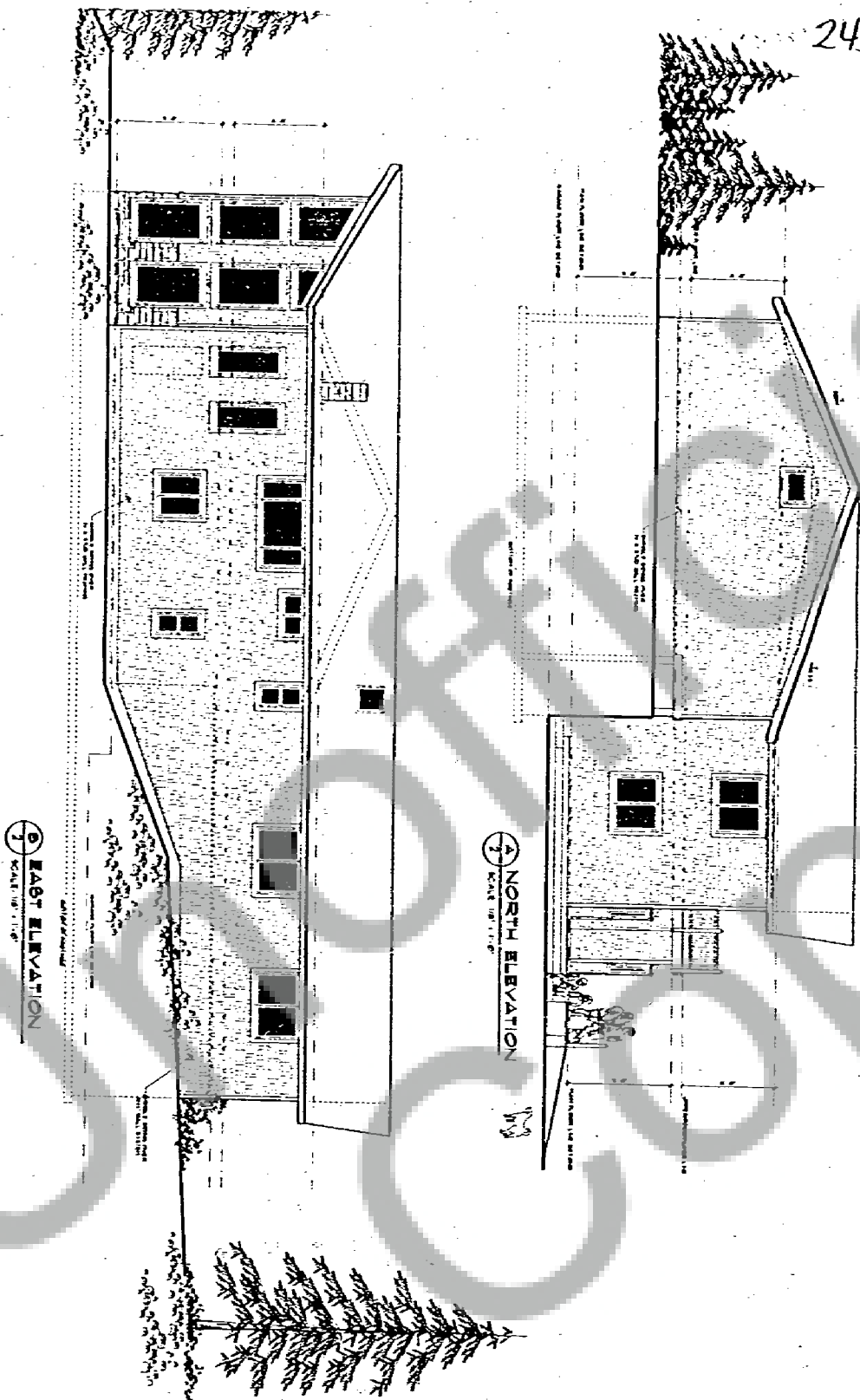
EXHIBIT 1 - ARCHITECTURAL PLANS AND DRAWINGS

PDX 110368 131854 DWA 1099267.1

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**FOUNDATION NOTES**

1. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE BOOKS, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

2. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL FOUNDATION CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

3. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL BUILDING CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

4. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL PLUMBING CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

5. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL MECHANICAL CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.


6. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL ELECTRICAL CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

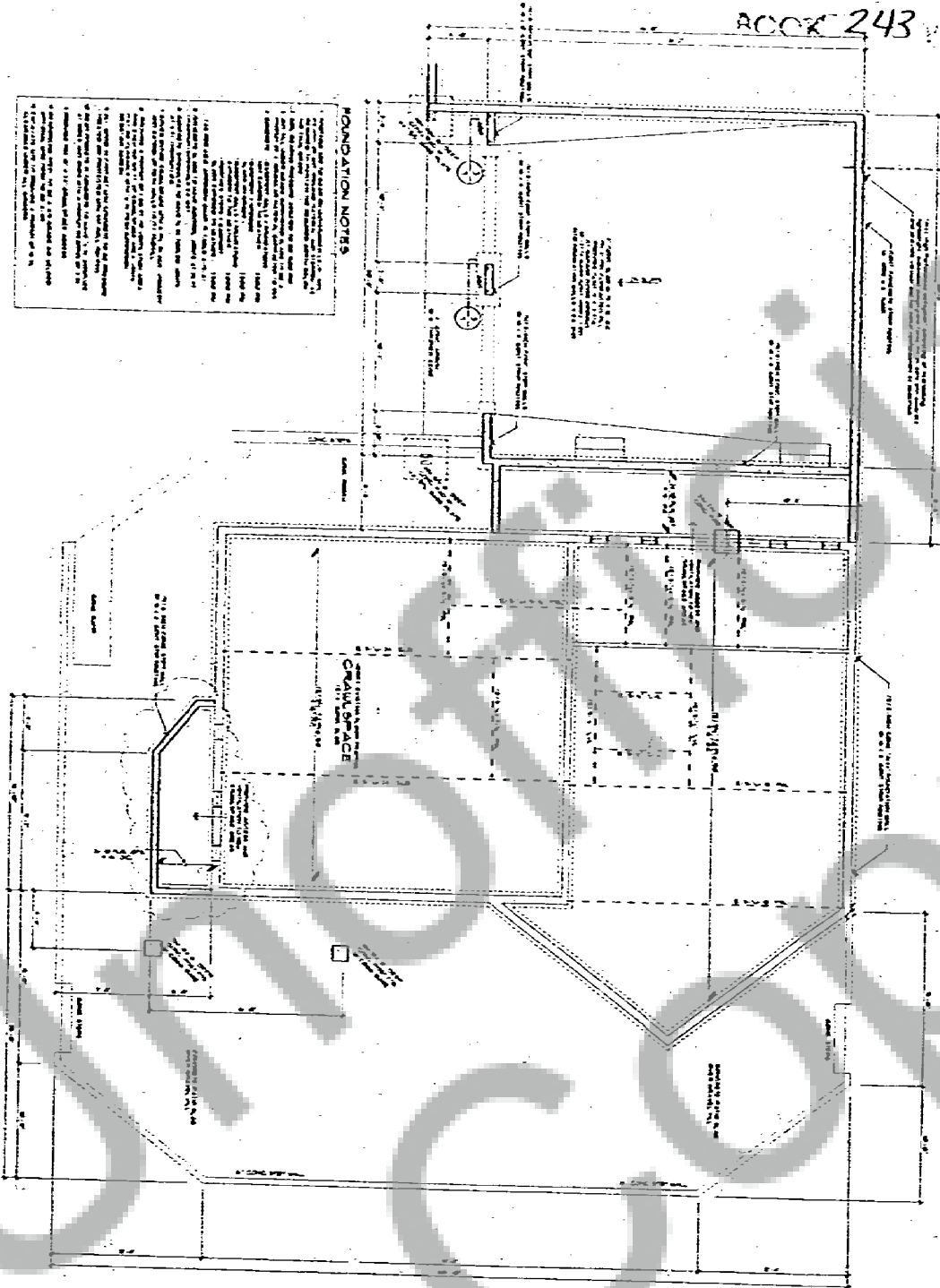
7. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL FIRE CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

8. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL SAFETY CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

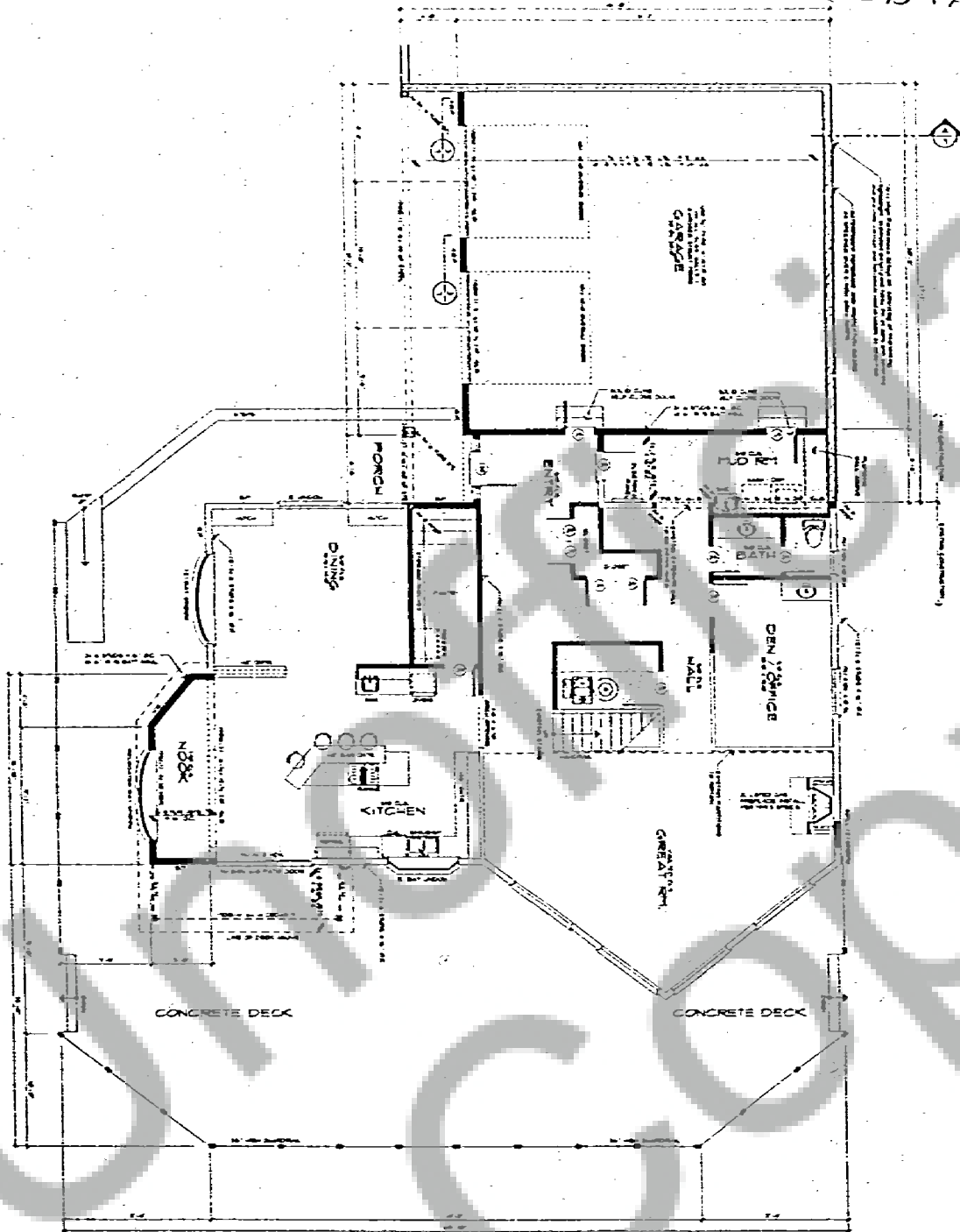
9. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL HEALTH CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

10. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL ENVIRONMENTAL CODE, AS AMENDED BY THE CITY OF SEASIDE, CALIFORNIA.

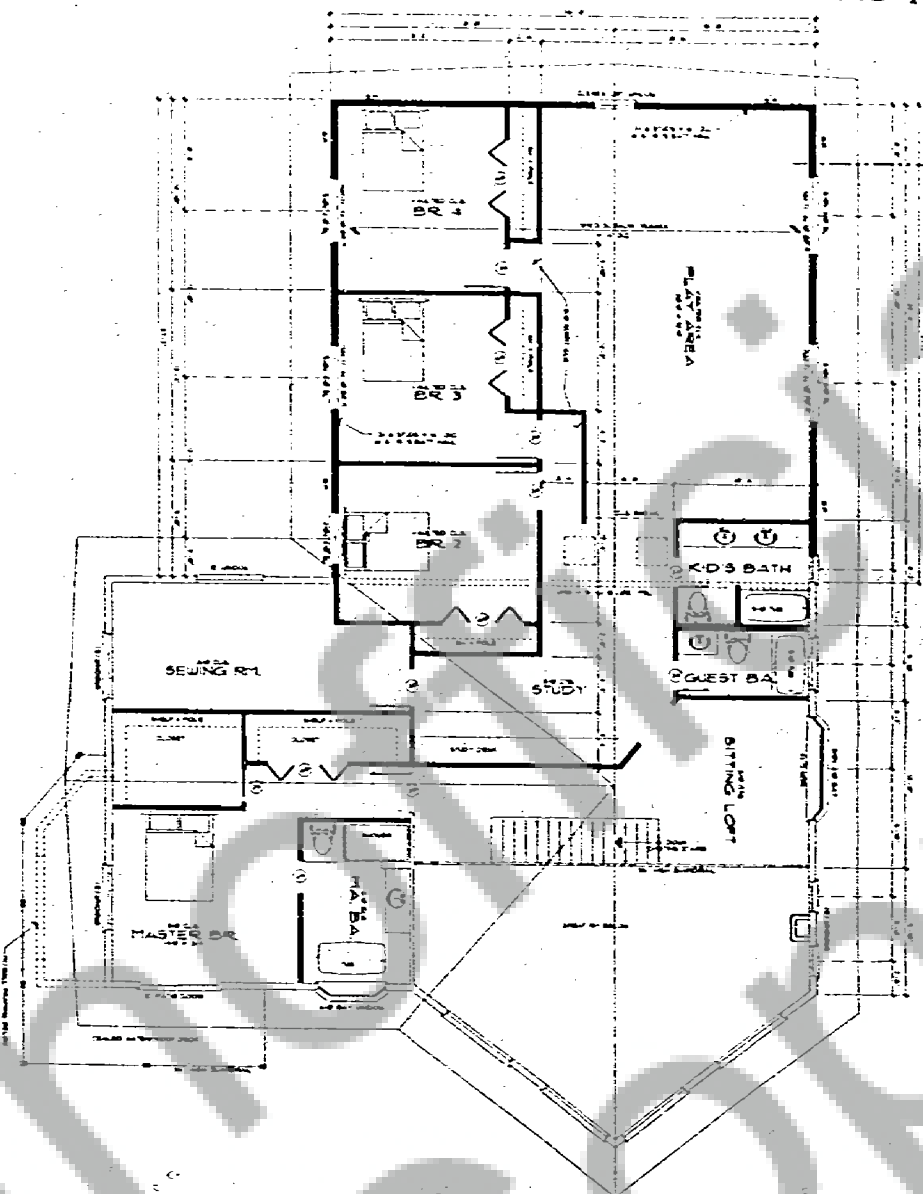
 **FOUNDATION PLAN**  
SCALE: 1/8" = 1'-0"



ROOM 243 PAGE 44



UPPER FLOOR PLAN



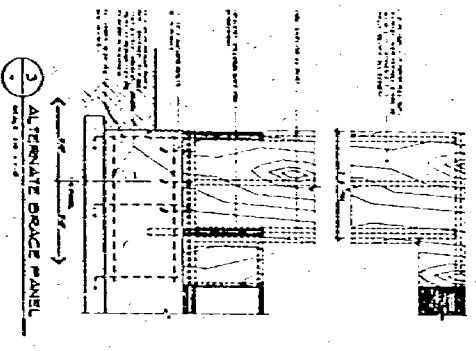
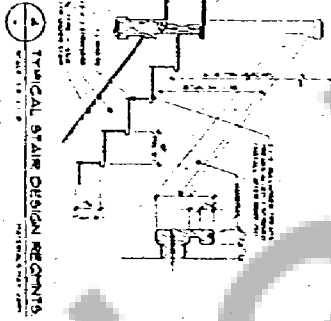
**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2012 INTERNATIONAL MECHANICAL CODE (IMC).
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.
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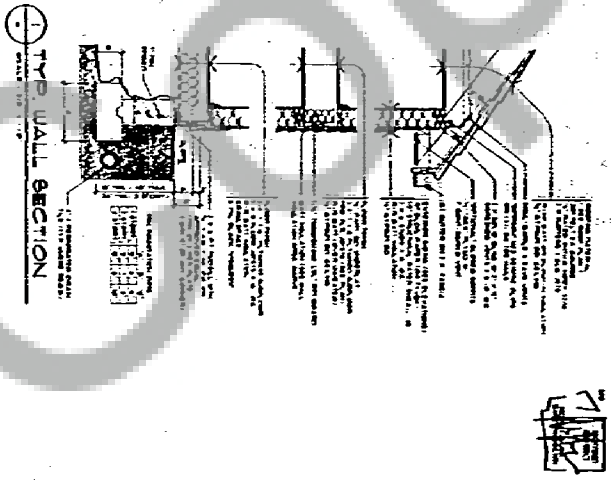
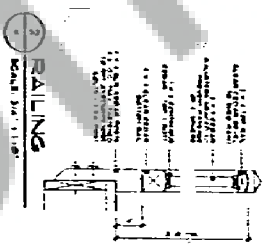


BOOK 243 PAGE 47



**FINISHING NOTES**

1. ALL INTERIORS TO BE FINISHED WITH 5/8" PLASTER OVER 1/2" GYPSUM BOARD.
2. ALL EXTERIORS TO BE FINISHED WITH 1/2" STUCCO OVER 1/2" GYPSUM BOARD.
3. ALL FLOORS TO BE FINISHED WITH 3/4" POLISHED CONCRETE OVER 4" COMPACTED GRAVEL.
4. ALL WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS.
5. ALL CEILING TO BE FINISHED WITH 5/8" PLASTER OVER 1/2" GYPSUM BOARD.
6. ALL ROOFING TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER 2" INSULATION.
7. ALL PAINT TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER 2" INSULATION.
8. ALL ROOFING TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER 2" INSULATION.
9. ALL ROOFING TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER 2" INSULATION.
10. ALL ROOFING TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER 2" INSULATION.



**4. BRACE PANEL NOTES:**

1. BRACE PANELS SHALL BE 4" X 8" X 1/2" LVL OR 2" X 6" X 1/2" LVL.

2. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

3. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

4. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

5. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

6. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

7. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

8. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

9. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

10. BRACE PANELS SHALL BE ATTACHED TO STUDS WITH 1/2" X 4" LAG BOLTS.

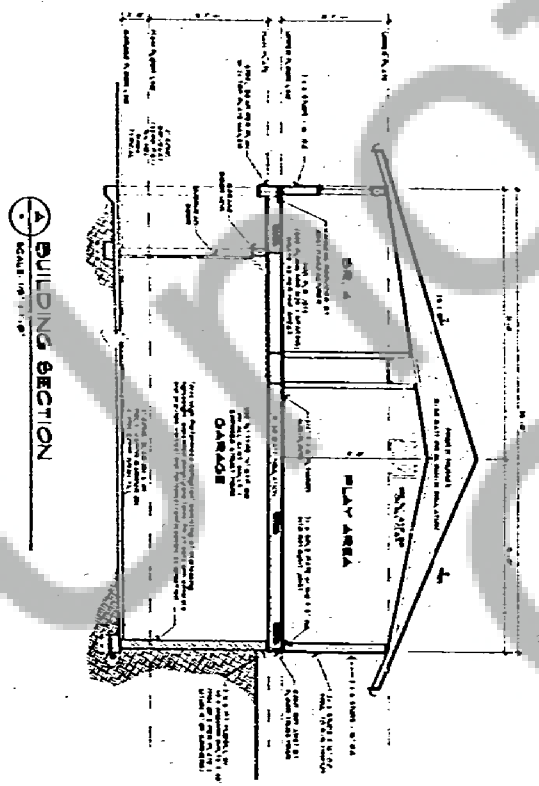




EXHIBIT 2  
LANDSCAPE DESIGN

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EXHIBIT 2 - LANDSCAPE DESIGN

PDX 110268 131854 BWA 10/02/07 1



BOX K 243 PAGE 50

EXHIBIT 3  
GRADING PLAN

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EXHIBIT 3 - GRADING PLAN

PDX 110368 131854 BWA 1999267.1

NSA-96-81  
Brian and Jody Bea

DEC 2 0

PL OF PLAN  
W/INSTR

Narrative Description of Grading and Revegetation Activity  
Revised 12/19/02

The purpose of this activity is to create a home site for a single-family residence. Grading will be kept to the minimum necessary to properly prepare the driveway and home site. An estimated total of 900 cubic yards of material to be moved as described below:

Approximately 240 cubic yards to be moved from a 36'x 60' area for the shop; this creates a cut about 6' at the back of the shop to existing ground level at the front. Material moved from this area to be used to dress the driveway and parking area in front of the shop.

Approximately 80 cubic yards to be moved from a 30'x 20' area to create access to the garage in the basement of the house. This creates a cut about 9' at the north side of the driveway and an 8' cut on the east side to be held by retaining walls. Material moved from this area to be used to create a level area south west of the house within the 50' fuel break area.

Approximately 260 cubic yards to be moved from a 30'x 52' area to create an area for the daylight basement of the house. This creates a cut about 9' at the north side to existing ground level 30' to the south. Material moved from this area to be used for fill on the lower plateau east of the home to create an area for livestock grazing.

Approximately 320 cubic yards to be moved from a 40'x 75' area to create a level area for parking north of the home. Material moved from this area to be used for fill to the south and east of the home to create a level area within the 50' fuel break area.

All areas to be mechanically compacted with grading machinery to insure stability. All areas external to the home to be sloped slightly to insure proper drainage.

Exposed slopes to be revegetated with Creeping Red Fescue, Oats, and a pasture mix containing Timothy, Rye, and other perennial grasses at a rate of 300# of seed per acre to provide a thick lush ground cover. No other erosion control measures are anticipated for this project.

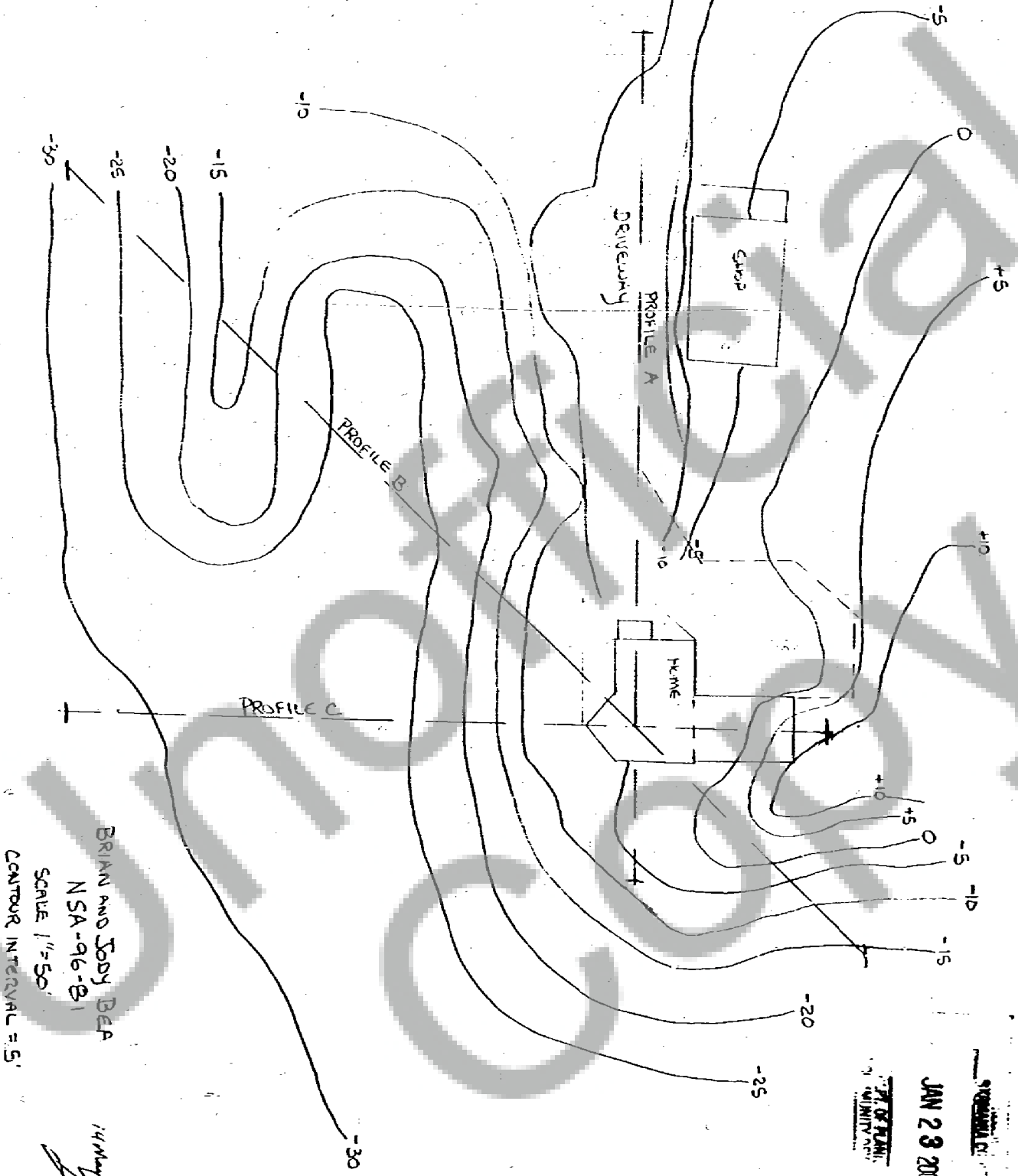
Screening of the home shall be comprised of 20 evergreen trees to the south and within 70' of the home, of which 15 shall be at least 12' tall.

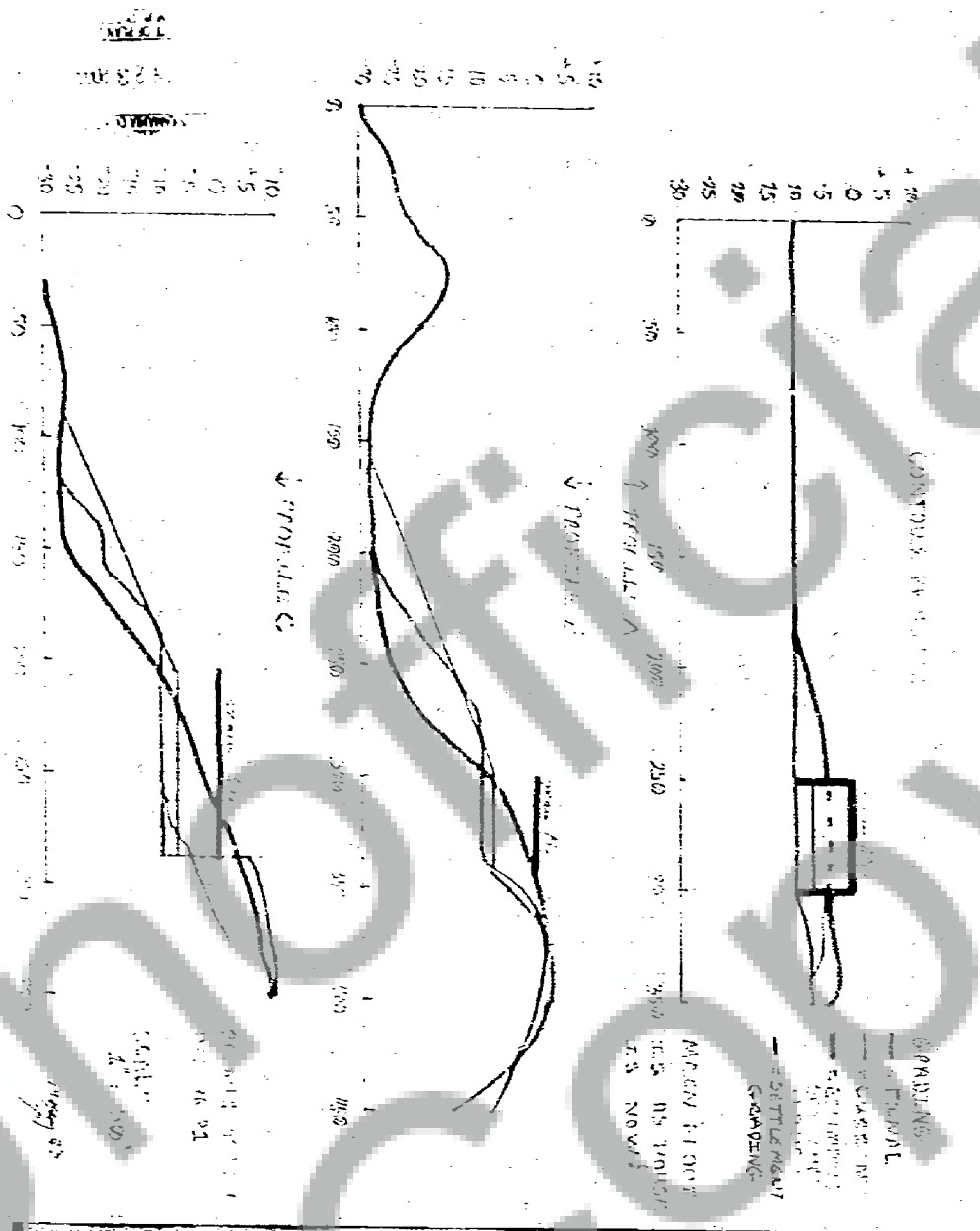
In addition to the work stated above, the following shall be performed to satisfy mitigation:

Approximately 1500 cubic yards of material shall be removed from the North and East areas of the home site. This removal is to accommodate the change in elevation of the existing home, the crawl space addition and the parking area to the North side of the home. An additional 7 evergreen trees shall be planted on the sloped bank of the Northwest side of the parking area.

See Landscaping/Planting mitigation plan. additional fill dirt will be brought in to accomplish the above plan.

14 May 03







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SEE MAP  
1-5-10

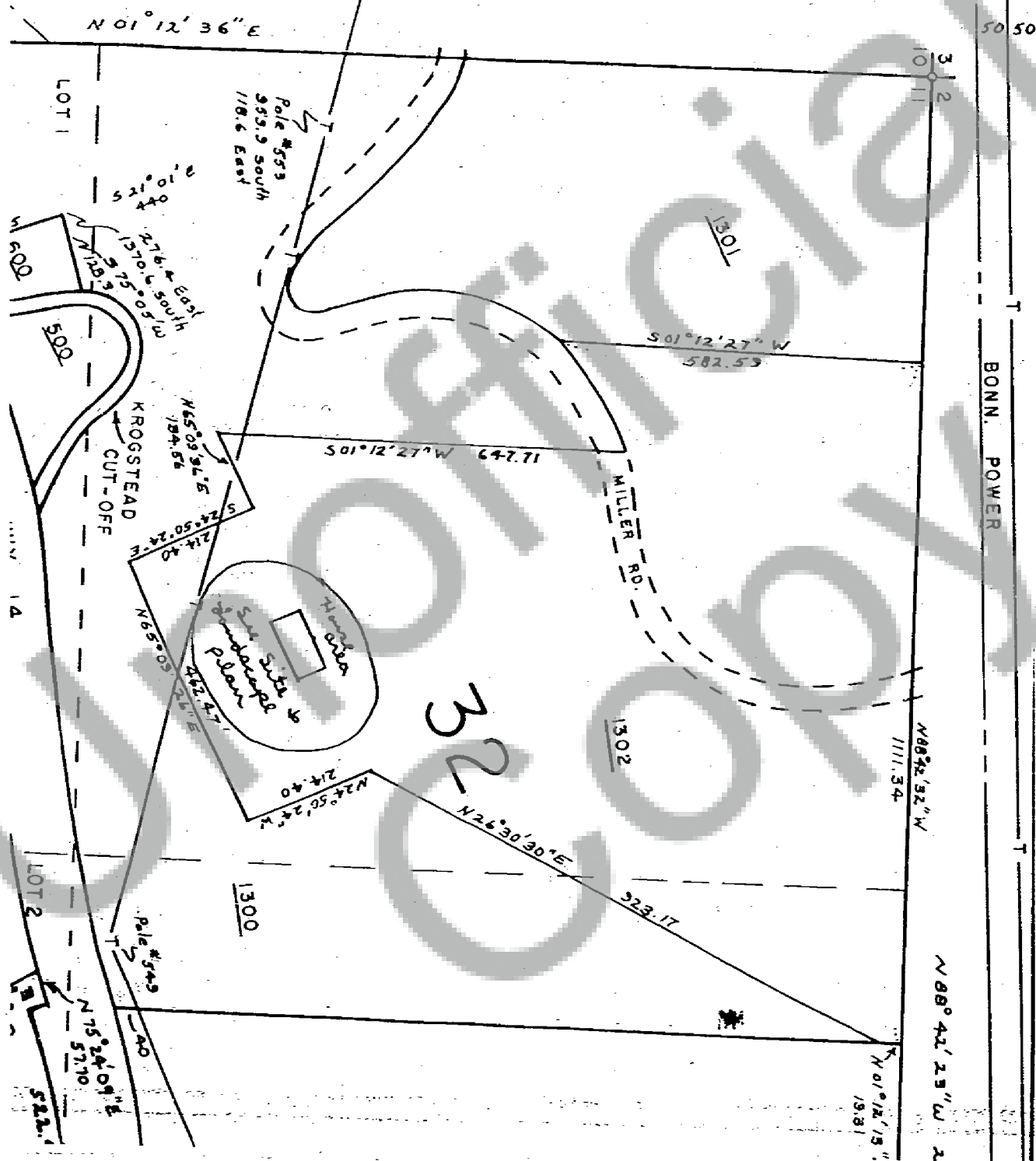


EXHIBIT 4

RELEASE IN FULL OF ALL CLAIMS AND RIGHTS

IN CONSIDERATION of the payment in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), to BRIAN BEA and JODY BEA (BEAS), the Beas hereby release and discharge Skamania County, the Columbia River Gorge Commission and the States of Oregon and Washington and all departments, agencies, officers, agents, and employees of Skamania County, the Columbia River Gorge Commission and the States of Oregon and Washington, of and from any and all known or unknown or unforeseen actions, claims, liabilities, injury, losses, rights of contribution or indemnity, and damages without limitation which now exist or may develop which are in any way connected with or based upon incidents described in documents filed in the Skamania County Superior Court, Case No. 99-2-00020-1, entitled *Brian and Jody Bea v. Skamania County and Columbia River Gorge Commission* and/or any previous, existing or pending enforcement action taken by Skamania County against them under Skamania County Director's Decision 96-81.

We hereby expressly waive and relinquish any and all rights under any law or statutes in the States of Oregon and Washington for any and all damages or injuries arising out of the above entitled incidents and enforcement actions including, but not limited to, any and all damages or claims arising from any acts or omissions undertaken as part of the settlement of this matter or in order to comply with the Settlement Agreement signed by the parties. This release does not include damages or claims that may arise as a result of a County or Commission decision denying approval of an amended building permit application, which decision is found to be unlawful by a court of law.

We agree to pay and satisfy all unsatisfied bills, charges, liens, subrogation rights, and reimbursement rights which are or may be presented or held by other persons or

EXHIBIT 4 - RELEASE IN FULL OF ALL CLAIMS AND RIGHTS - 1

1 organizations having provided services, insurance benefits, or other value to us or on our  
2 behalf as a result of the injuries and damages arising out of the incident described and  
3 referred to herein. We further agree to hold harmless from any such claims the parties being  
4 released, their agents, representatives, successors, and assigns.

5 We understand and agree that this is a compromise settlement, and payment is  
6 accepted voluntarily as full and final compromise, satisfaction and settlement of disputed  
7 claims and rights. We further understand and agree that this settlement is not to be  
8 considered as an admission of any liability or fault whatsoever, in whole or in part, by the  
9 parties released, their agents, or representatives. We further understand and agree that the  
10 parties who are released by this agreement expressly deny any liability or fault whatsoever,  
11 in whole or in part, for the incidents described and referred to by this document.

12 We further agree that upon disbursement of the funds to the Beas, and delivery of this  
13 original signed release from escrow to the defendants, we agree to cause an order of  
14 dismissal with prejudice and without costs of the lawsuit to be entered in Case No. 99-2-  
15 00020-1, entitled *Brian and Jody Bea v. Skamania County and Columbia River Gorge*  
16 *Commission*, in the Skamania County Superior Court.

17 This release contains the entire agreement between the parties and it is agreed that the  
18 terms of this release are contractual and not merely recitals.

19 WE UNDERSTAND THIS IS ALL THE MONEY WE WILL RECEIVE AS A  
20 RESULT OF THE INCIDENT REFERRED TO HEREIN.

21 WE HAVE READ THIS RELEASE, WE UNDERSTAND IT, AND WE ARE  
22 SIGNING IT VOLUNTARILY.

23 DATED this \_\_\_\_ day of May, 2003.

24  
25 \_\_\_\_\_  
26 BRIAN BEA

EXHIBIT 4 - RELEASE IN FULL OF ALL CLAIMS AND RIGHTS - 2

JODY BEA

Subscribed and sworn to before me this \_\_\_\_ day of May, 2003.

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

John Groen  
Attorney for Petitioners

EXHIBIT 4 - RELEASE IN FULL OF ALL CLAIMS AND RIGHTS - 3

PDX 110368 131854 BWA 1099267.1

BOOK 243 PAGE 58

155 717



MINISTER-GLAESER  
SURVEYING INC.

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

Legal Description for Helen & Jody Bea  
November 10, 1998

A tract of land located in the Northwest quarter of Section 11, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington described as follows:

Beginning at the Northwest corner of said Northwest quarter, thence east along the north line of said Northwest quarter, a distance of 453.30 feet, to the northwest corner of a tract of land described in book 157, page 950 of Skamania County Deed Records. Said corner being the true point of beginning.

thence S01°12'27"W a distance of 582.59 feet, more or less, to the north right-of-way of Miller Road.

thence N42°50'54"E, along said right-of-way, a distance of 24.26 feet.

thence N49°21'33"E, along said right-of-way, a distance of 59.84 feet.

thence N55°24'23"E, along said right-of-way, a distance of 57.12 feet.

thence N69°13'28"E, along said right-of-way, a distance of 45.14 feet.

thence N78°34'22"E, along said right-of-way, a distance of 30.59 feet.

thence S01°12'27"W a distance of 647.71 feet;

thence N55°09'36"E a distance of 134.56 feet.

thence S24°50'24"E a distance of 214.40 feet.

thence N65°09'36"E a distance of 462.47 feet.

thence N24°50'24"W a distance of 214.40 feet;

all-

BOOK 243 PAGE 59

135

thence N25°30'30" E a distance of 923.17 feet, more or less, to the east line of a tract of land conveyed to Richard P. as recorded in Book 79, page 980 of Stanislaus County Deed Records,

thence N01°12'13" E along the east line of said Richard P. tract a distance of 10.31 feet, more or less, to the North line of Section 11,

thence N85°42'32" W along said section line, a distance of 1111.34 feet to the true point of beginning

The purpose of this description is to describe a tract of land containing 20.5 acres.



11/13/98