

Return Address: Dale Grams
PO Box 346
Washougal, WA 98671

Doc # 2007165631
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Date: 4/6/2007 12:21P
Filed by: DALE GRAMS
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$38.00

**Skamania County
Department of Planning and
Community Development**

Skamania County Courthouse Annex
Post Office Box 790
Stevenson, Washington 98648
509 427-3900 FAX 509 427-3907

Administrative Decision

**APPLICANT/
PROPERTY
OWNER:**

Dale Grams

FILE NO.:

NSA-07-06

PROJECT:

To asphalt over an existing gravel driveway (approximately 805' length, 10'-12' width).

LOCATION:

12 Marble Road, Washougal; Section 17 of T1N, R5E, W.M. and identified as Skamania County Tax Lot #01-05-17-0-0-1400-00.

LEGAL:

See attached page 7.

ZONING:

Special Management Area- Agriculture (A).

DECISION:

Based upon the record and the Staff Report, the application by Dale Grams, described above, **subject to the conditions set forth in this Decision**, is found to be consistent with SCC Title 22 and **is hereby approved.**

Although the proposed development is approved, it may not be buildable due to inadequate soils for septic and/or lack of potable water. These issues are under the jurisdiction of Skamania County's Building Division and the Skamania County Health Department.

Approval of this request does not exempt the applicant or successors in interest from compliance with all other applicable local, state, and federal laws.

CONDITIONS OF APPROVAL:

The following conditions are required to ensure that the subject request is consistent with Skamania County Code Title 22. **This document, outlining the conditions of approval, must be recorded by the applicant in the deed records of the Skamania County Auditor** in order to ensure notice of the conditions of approval to successors in interest. SCC §22.06.120(C)(2).

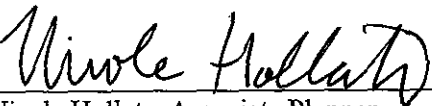
- 1) As per SCC §22.06.120(C)(2), this Administrative Decision **SHALL BE RECORDED** by the applicant in the County deed records prior to commencement of the approved project.
- 2) All developments shall be consistent with the enclosed site plan, unless modified by the following conditions of approval. If modified, the site plan shall be consistent with the conditions of approval. (See attached)
- 3) All structures, except fences, including eaves, awnings and overhangs shall meet the following setbacks: **Front yard:** 50 feet from the centerline of the street or road or 20 feet from the front property line, whichever is greater. **Side yard:** 20 feet. **Rear yard:** 20 feet.
- 4) The use of plant species common to the landscape setting and the use of plant species in rows shall be encouraged.
- 5) Only that grading which is necessary for site development (building pads, utilities, etc.) is permitted. All graded areas shall be re-seeded with native vegetation prior to final inspection by the Planning Department.
- 6) The applicant shall be required to use a material, such as recycled asphalt, that blends in with the surrounding landscape. Solid black colored asphalt is not approved for use.
- 7) No grading activities or placement of fill shall occur within the 50-foot buffer of the on-site stream.
- 8) The applicant shall plant native grasses along the edges of the driveway to prevent runoff into the on-site stream. Erosion control measures such as silt fencing shall be taken prior to any ground disturbance and best management practices shall be used throughout construction.
- 9) The applicant shall meet all conditions of approval enacted to achieve visual subordination prior to final inspection by the Planning Department. The applicant is to coordinate all inspections with the Planning Department. A final inspection approval will not be issued until compliance with all conditions of approval; including visual subordination criteria have been verified.
- 10) The Planning Department will conduct at least two site visits during construction, one to verify the location of the proposed development as stated by the Administrative Decision and a Final

Inspection to be conducted after all work has been completed. Each inspection may take up to four business days from the time of calling for the inspection. Inspections should be arranged by calling the Planning Department at 509-427-3900.

- 11) The following procedures shall be effected when cultural resources are discovered during construction activities:
 - a) **Halt Construction.** All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
 - b) **Notification.** The project applicant shall notify the Administrator and the Gorge Commission within twenty-four (24) hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within twenty-four (24) hours.
 - c) **Survey and Evaluations.** The Gorge Commission shall survey the cultural resources after obtaining written permission from the landowner and appropriate permits from the DAHP. (See Revised Code of Washington 27.53) It shall gather enough information to evaluate the significance of the cultural resources. The survey and evaluation shall be documented in a report that generally follows the provisions in Section 22.22.030 of this Chapter. Based upon the survey and evaluation report and any written comments, the Administrator shall make a final decision on whether the resources are significant. Construction activities may recommence if the cultural resources are not significant.
 - d) **Mitigation Plan.** Mitigation plans shall be prepared according to the information, consultation and report provisions contained in Section 22.22.050 of this Chapter. Construction activities may recommence when conditions in the mitigation plan have been executed.
- 12) The following procedures shall be effected when human remains are discovered during a cultural resource survey or during construction. Human remains means articulated or disarticulated human skeletal remains, bones or teeth, with or without attendant burial artifacts.
 - a) **Halt of Activities.** All survey, excavation and construction activities shall cease.
 - b) **Notification.** Local law enforcement officials, the Administrator, the Gorge Commission, and the Indian tribal governments shall be contacted immediately.
 - c) **Inspection.** The county coroner, or appropriate official, shall inspect the remains at the project site and determine if they are prehistoric/ historic or modern. Representatives of the Indian tribal governments shall be contacted immediately and have an opportunity to monitor the inspection.
 - d) **Jurisdiction.** If the remains are modern, the appropriate law enforcement official shall assume jurisdiction and the cultural resource protection process may conclude.

- e) **Treatment.** The procedures set out in RCW 27.44 and 68.05 shall generally be implemented if the remains are prehistoric/ historic. If human remains will be reinterred or preserved in their original position, a mitigation plan shall be prepared in accordance with the consultation and report requirements set out in Section 22.22.050 of this Chapter. The mitigation plan shall accommodate the cultural and religious concerns of Native Americans. The cultural resource protection process may conclude when conditions set forth in Section 22.22.050(C) of this Chapter are met and the mitigation plan is executed.

Dated and Signed this 21 day of MARCH, 2007, at Stevenson, Washington.



Nicole Hollatz, Associate Planner
Skamania County Planning and Community Development.

NOTES

Any new residential development, related accessory structures such as garages or workshops, fences, and additions or alterations not included in this approved site plan, will require a new application and review.

As per SCC §22.06.150(A), this Administrative Decision approving a proposed development action shall become void in two years if the development is not commenced within that period, or when the development action is discontinued for any reason for one continuous year or more.

APPEALS

The Director reserves the right to provide additional comment and findings of fact regarding this decision, if appealed.

This Administrative Decision shall be final unless reversed or modified on appeal. A written Notice of Appeal form must be filed by an interested person within 20 days from the date hereof. Appeals are to be made to the Skamania County Board of Adjustment, P.O. Box 790, Stevenson, WA 98648. Notice of Appeal forms are available at the Planning Department Office and must be accompanied by a \$500.00 nonrefundable filing fee.

WARNING

On November 30, 1998 the Columbia River Gorge Commission overturned a Skamania County Director's Decision 18 months after the 20 day appeal period had expired. You are hereby warned that you are proceeding at your own risk and Skamania County will not be liable for any damages you incur in reliance upon your Administrative Decision or any amendments thereto.

A copy of the Decision was sent to the following:

Skamania County Building Department
Skamania County Assessor's Office

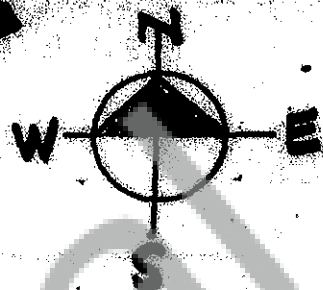
A copy of this Decision, including the Staff Report, was sent to the following:

Persons submitting written comments in a timely manner
Yakama Indian Nation
Confederated Tribes of the Umatilla Indian Reservation
Confederated Tribes of the Warm Springs
Nez Perce Tribe
Cowlitz Indian Tribe
Department of Archaeology and Historic Preservation
Columbia River Gorge Commission
U.S. Forest Service - NSA Office
Board of County Commissioners
State of Washington Department of Community Trade and Economic Development -- Dee Caputo
Department of Fish and Wildlife

924? by deed

PROPERTY LINE

Spring



D. GRAMS

TURK RD. 1600' PROPERTY LINE

SPRING LOT 24 NORTH
LOT 24 EAST

Water tank

SCOPE

PASTURE

EXISTING BARN

2

ALDER GROVE

USE

GRASS

EXISTING GRAVEL DRIVE

GRASS

1

GRASS

EXISTING HOUSE

ADJACENT

GRASS

ADJACENT

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ADJACENT

GRASS

HIGHWAY 14

SITE PLAN

SCALE: 1" = 200' ±

REDUCED (N.T.S.)

4

FORM A-1964
 1-1964

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this first day of April, 1968.

between

CHARLES H. GREEN and MAX M. GREEN,
 husband and wife,

hereinafter called the "seller," and

G. CAMPBELL DOWD and MIRIAM W. DOWD,
 husband and wife,

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington: That part of the Southwest Quarter (SW₄) of Section 17, Township 1 North, Range 5 E.W.M., more particularly described as follows: Beginning at the southwest corner of the said Section 17; thence east 2651.6 feet to the quarter corner on the south line of the said Section 17; thence north 1584 feet along the quarter section line running north and south through the center of the said Section 17; thence west 1335 feet to the west line of the Northeast Quarter of the Southwest Quarter (NE₄ SW₄) of the said Section 17; thence south 170 feet; thence west 930 feet; thence southwesterly 429 feet to point on public road 1254 feet north of the point of beginning; thence south 1754 feet to the point of beginning. EXCEPT the following described tract: Beginning at a point 20 rods east of the southwest corner of said Section 17; thence north 10 rods; thence east 6 rods; thence south 10 rods; thence west to the point of beginning; AND EXCEPT that portion of the Southwest Quarter (SW₄) of the said Section 17 lying southerly of Primary State Highway No. 8 as presently located and established.

The terms and conditions of this contract are as follows: The purchase price is FIFTY FIVE THOUSAND and NO/100 (\$55,000.00) Dollars, of which FIVE THOUSAND and NO/100 (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the additional sum of \$5,000.00 on said purchase price when over the sellers shall deliver possession of the premises and when they shall remove all of their chattels and personal property therefrom, which shall be no later than May 31, 1968. The purchasers agree to pay the remaining balance of the purchase price amounting to \$45,000.00 in annual installments of \$4,000.00, or more, commencing on the first day of June, 1969, and on the first day of each June thereafter until the full amount of the purchase price together with interest shall have been paid. Said annual installments shall include interest at the rate of six per cent (6%) per annum computed from the date on which possession is delivered to the purchasers.

The purchasers at any time shall have the right at their expense to survey and study the premises for development purposes. When the purchasers shall have paid \$25,000.00 including interest on the contract, the sellers agree to release by deed to the purchasers any 2 1/2 acre tract to be sold and platted by a licensed land surveyor on payment of the sum of \$800.00 for each such parcel, said additional amounts to be applied on the unpaid purchase price.

All payments to be made hereunder shall be made at Properties Diversified, 16211 S.E. 16th Street, Vancouver, Washington 98660 or at such other place as the seller may direct in writing. Washington 98660. As referred to in this contract, "date of closing" shall be date on which possession is delivered to purchasers.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award constituting a failure of consideration, in case any part of said real estate is taken for public use, shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such consideration award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against by the purchaser of such improvements remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Fire Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrance which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation which seller, by this contract, agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.