

Return Address: Skamania PUD
Attn: Melanie Sharp
P.O. Box 500
Carson, WA 98610

Skamania County
Community Development Department
Building/Fire Marshal • Environmental Health • Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900 Inspection Line: 509-427-3922

Administrative Decision

APPLICANT: Skamania PUD

PROPERTY OWNER: Leonard Peet (parcel #1000); and Judy Willson (parcel #1001)

FILE NO.: NSA-14-15

PROJECT: To replace 459 feet of existing overhead power line and five utility poles with 762 feet of underground power line, one pad mount transformer, and one junction box.

LOCATION: 162 and 242 Belle Center Road, Washougal; Section 17 of T1N, R5E, W.M., and identified as Skamania County Tax Lot #01-05-17-0-0-1000-00 and 01-05-17-0-0-1001-00.

LEGAL: See attached page(s) 7-9.

ZONING: General Management Area – Large-Scale Agricultural (Ag-1) (parcel #1000)
Special Management Area – Agricultural (parcel #1001)

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DECISION: Based upon the record and the Staff Report, the application by Skamania PUD, 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 Environmental Health Division.

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) Only that ground disturbance which is necessary for site development (building pads, utilities, pole removal, etc.) is permitted. All disturbed areas shall be re-seeded with native vegetation prior to final inspection by the Community Development Department.
- 4) Planted vegetation shall be maintained to ensure survival.
- 5) Best management practices shall be used during construction and areas disturbed during construction shall be rehabilitated to the maximum extent practicable.
- 6) Within one (1) year of project completion, eighty percent (80%) of the project area with surface disturbances shall be established with effective native ground cover species or other soil-stabilizing methods to prevent soil erosion until the area has eighty percent (80%) vegetative cover.

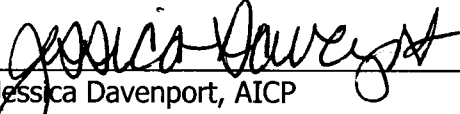
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- 7) The Community Development Department will conduct a siting inspection in order to verify the location of the utilities as stated by the Administrative Decision. A site visit for Final Inspection shall also be conducted. Each inspection may take up to four business days from the time of calling for the inspection. Inspections should be arranged by calling the Community Development inspection line at 509-427-3922 or by emailing permitcenter@co.skamania.wa.us. A final inspection approval will not be issued until compliance with all conditions of approval has been met.
- 8) 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.
- 9) 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.

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- 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 6th day of November, 2014, at Stevenson, Washington.



Jessica Davenport, AICP
Planning Manager
Planning Division

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.

EXPIRATION

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 once development has commenced the development action is discontinued for any reason for one continuous year or more.

If the development does not include a structure the permit shall expire two years after the date the land use approval was granted unless the use or development was established according to all

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specifications and conditions of approval in the approval. For land divisions, "established" means the final deed or plat has been recorded with the county auditor.

If the development includes a **structure** the permit shall expire when construction has not commenced within two (2) years of the date the land use approval was granted; or once the structure has been started and if the structure has not been completed within two (2) years of the date of commencement of construction the permit shall expire. Completion of the structure for this purpose means the completion of the exterior surface(s) of the structure; and compliance with all conditions of approval in the land use approval, including, but not limited to, painting of the exterior of the structure.

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 Hearing Examiner, P.O. Box 1009, Stevenson, WA 98648. Notice of Appeal forms and mailing lists are available at the Community Development Department and must be accompanied by a \$2,450.00 nonrefundable-filing fee and a Certificate of Mailing.

The final determination of the Environmental Threshold Determination related to this underlying government action can be appealed to a court of competent jurisdiction, along with the underlying government action, only by the parties with standing to the Environmental Threshold Determination. If the underlying government action was exempt from SEPA review, this section does not apply.

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 Division

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

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Confederated Tribes of the Warm Springs (electronic)
Nez Perce Tribe
Cowlitz Tribe
Department of Archaeology and Historic Preservation
Columbia River Gorge Commission (electronic)
U.S. Forest Service - NSA Office (electronic)
Board of County Commissioners (electronic)
State of Washington Department of Commerce – Paul Johnson (electronic)
Department of Fish and Wildlife (electronic)
Property Owners

Unofficial
Copy

92867

80 98



Transamerica Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF



STATE OF WASHINGTON ss. COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING

INSTRUMENT OF WRITING

of Washington

2:55 p. Aug 3 1981

So

Dec 98

WASH

J.A. Messenger

A. New

Registered of Indexed of Indirect of Recd of

Statutory Warranty Deed

THE GRANTOR JAMES K. HAMILTON, DMD PS, as Trustee for PROFIT SHARING AND PENSION TRUST

for and in consideration of IN FULFILLMENT OF REAL ESTATE CONTRACT

in hand paid, conveys and warrants to LEONARD A. PEET AND JUDY A. PEET, husband & wife

the following described real estate situated in the County of SKAMANIA State of Washington. A parcel of land in the East half Section 17, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington described as follows: Beginning at a point on the West line of the East half Section 17, South 01°26'00" West, 2617.13 feet from the Northwest corner thereof; thence North 86°10' East along a fence line, 898.30 feet to a 1/2" iron rod; thence South 01°29'06" West, 938.07 feet to a 1/2" iron rod on the North right-of-way line of a road; thence South 87°42'00" West along said right-of-way line, 245.00 feet to a 1/2" iron rod; thence South 02°18'00" East, 60.00 feet to a 1/2" iron rod; thence South 86°18'34" West, 655.72 feet to the West line of said East half Section 17; thence North 01°26'00" East along said West line, 990.00 feet to the point of beginning.

Subject to: Rights of the public in streets, roads and highways.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated June 4, 1974 and conditioned for the conveyance of the above described property; and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on 11/18/77

Rec. No. 1023

Dated DECEMBER 8 19 78

TRANSACTION EXCISE TAX

AUG 3 1981 Amount Paid: \$6.50 tax

STATE OF WASHINGTON COUNTY OF Skamania

STATE OF WASHINGTON COUNTY OF

On this day personally appeared before me James K. Hamilton to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

and to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, and on oath stated that the purposes therein mentioned, and that the seal

GIVEN under my hand and seal this day of December 1978

at day and year first

Notary Public in and for the State of Washington, residing at

Notary Public in and for the State of Washington, residing at



ESCROW 130695-2 MF

Form No. W-501 Rev. 5-77

102988

BOOK 104 PAGE 46

Filed for Record at Request of RAINIER NATIONAL BANK

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE
Apr 10 11 40 AM '87
AUDITOR
GARY M. OLSON

Office: Comas
Address: 5438 NE 9th
City and State: COMAS WA 98607
SK-14449
01-05-17-0-0-1001-00
PERSONAL LINE OF CREDIT
DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of April 1987
between Judy Ann Peet
whose address is 29B BELLE CENTER RD.
Skamania County Title Company
whose address is 43 Russell Street, Stevenson, WA 98648
and RAINIER NATIONAL BANK, Beneficiary, at its above named address

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and refinancing up to a total amount outstanding at any point in time of Twenty Five Thousand and 00/100 (\$ 25,000.00) Dollars which indebtedness is evidenced by Grantor's Personal Line of Credit Customer Agreement dated April 1 1987 (herein "Agreement") providing for monthly installments of principal and interest and other charges. The Agreement is incorporated herein by reference as though fully set forth.

TO SECURE to Beneficiary (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, and (b) the repayment of such further sums as may be loaned or advanced by Beneficiary to Grantor, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with power of sale, the following described property in Skamania County, State of Washington:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A PARCEL IN THE EAST HALF OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST HALF OF SECTION 17, THENCE SOUTH 01° 26' 00" WEST, 2,617.13 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE NORTH 86° 10' EAST ALONG A FENCE LINE, 898.30 FEET TO A 1/2" IRON ROD; THENCE SOUTH 01° 29' 06" WEST, 938.07 FEET TO A 1/2" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF A ROAD; THENCE SOUTH 87° 42' 00" WEST ALONG SAID RIGHT-OF-WAY LINE,

continued on attached Exhibit "A" which real property is to be used principally for agricultural or farming purposes, together with all tenements, hereafterments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time to time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time to time arising.

VARIABLE INTEREST RATE/MONTHLY PAYMENTS. The interest rate on Grantor's indebtedness under the Agreement may vary from time to time in accordance with changes in the Treasury Bill Rate, as described in the Agreement. Grantor's minimum monthly payment will vary from time to time based upon the outstanding balance of Grantor's indebtedness under the Agreement.

- To protect the security of this Deed of Trust, Grantor covenants and agrees:
 1. To keep the property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built or about to be built thereon, to restore promptly any building, structure or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances, impairing the security of this Deed of Trust.
 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause disqualification of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
 4. To defend any act or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of sale search and attorney's fees, in a reasonable amount in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
 5. To pay all costs, fees and expenses in connection with this Deed of Trust including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
 6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or lien, voluntary or involuntary, against the property.
 7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under the now existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
 8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinafore described or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all payments so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the rate then applicable to Grantor's indebtedness under the Agreement from the date of such payment, and all such payments, with interest as above provided, shall from the date of payment be added to and become a part of the indebtedness secured by this Deed of Trust.

RAINIER BANK
RAINIER NATIONAL BANK
FORM NO. 01030 5/82

Registered
Indexed
Indexed
Filed
Mailed

X Judy Ann Peet
JUDY ANN PEET

Exhibit "A"

245.00 FEET TO A 1/2" IRON ROD; THENCE SOUTH 02° 18' 00" EAST, 60.00 FEET TO A 1/2" IRON ROD; THENCE SOUTH 86° 18' 34" WEST 655.72 FEET TO THE WEST LINE OF SAID EAST HALF OF SECTION 17; THENCE NORTH 01° 26' 00" EAST ALONG SAID WEST LINE 990 FEET TO THE POINT OF BEGINNING.

STATE OF WASHINGTON
COUNTY OF Clark

Be it remembered, that on this day personally appeared
Judy Ann Peet

to me, the undersigned, a Notary Public in and for the State of Washington, known to me to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that she is the person whose name is subscribed to the same, and that she executed the same for the purposes and to the effect therein expressed.

Witness my hand and seal this 1st day of April 1987

Ann M. Kullberg
Notary Public in and for the State of Washington
Washougal



PROUSE FOR THE DEPARTMENT

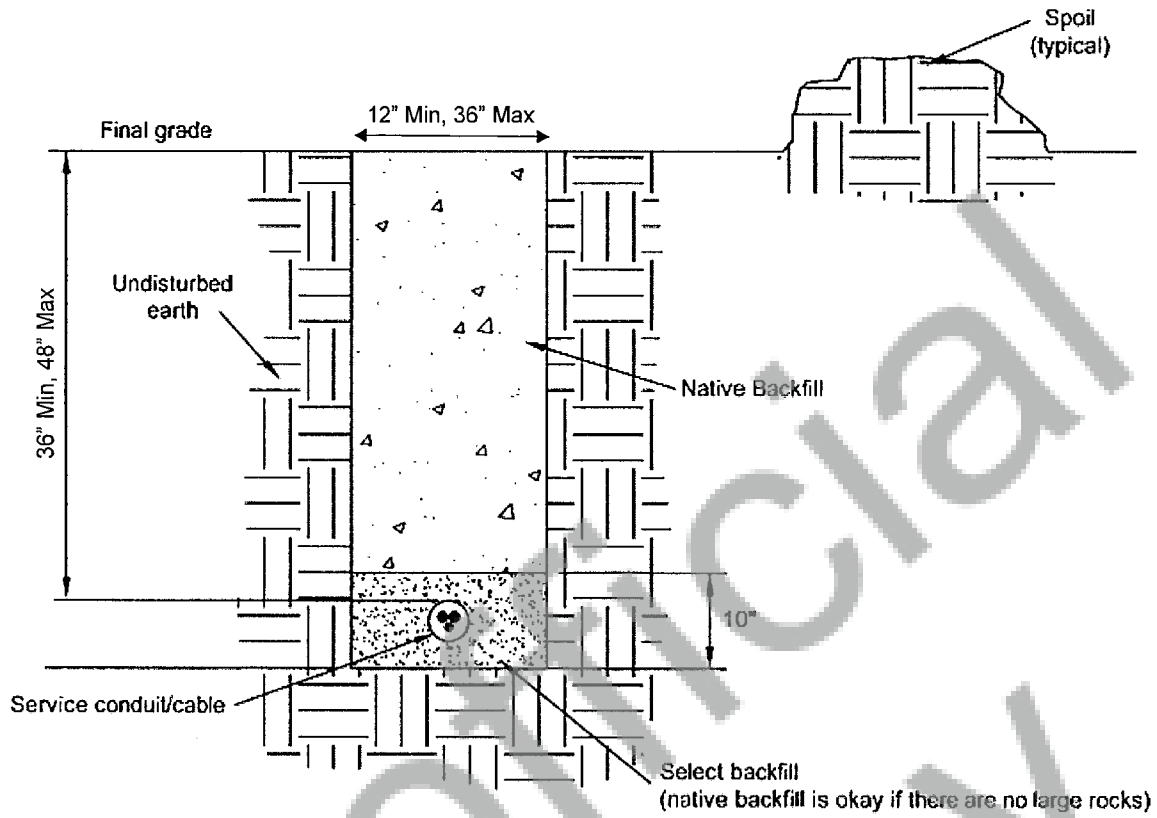


Project: Belle Center Road Line Replacement

Applicant: Skamania PUD



Power Cable Trench



LEGEND	
	Service (Conduit/Cable)
	Native Backfill
	Select Backfill
	Undisturbed Earth

Notes:

1. Native backfill containing large rocks, paving materials, cinders, large or sharply angular substance, or corrosive material shall not be placed back into the trench.
2. Any road crossing shall follow the standards of the local jurisdiction (e.g. city or county).