

City of Stevenson, Washington

STIPULATION AND SETTLEMENT

BLA No. 2019-05

1. STIPULATION AND SETTLEMENT AGREEMENT. This Stipulation and Settlement Agreement (“Settlement” or “Agreement”) is made by and among the City of Stevenson, a Washington municipal corporation, and by each of Rick V. May and Julie F. May (May) and Patrick Rice and Karen Rutledge (Rice/Rutledge) (collectively, May and Rice/Rutledge are referenced in this Agreement as the “Applicants” unless the Agreement context provides otherwise). The City and Applicants are each a “Party” and collectively the “Parties” to this Agreement. The Parties stipulate and agree as follows.

2. RECITALS.

2.1 This Agreement relates to City Boundary Line Adjustment Number 2019-05 (“BLA 2019-05” or “BLA”). The BLA was originally filed on August 28, 2019, and subsequently modified by Applicants. The BLA is to change certain boundary lines of one legal lot of record owned by May and two legal lots of record owned by Rice/Rutledge. The proposal deducts ~8,726 square feet from the lot owned by May, adding ~6,671 and ~2,055 square feet to two lots owned by Rice/Rutledge.

2.2 The lots are located within Tax Parcels 03-07-36-4-4-0402 (“May Lot 402”) and 03-07-36-4-4-1000 (Rice/Rutledge, “Lot 1000”) in the area of Del Ray Avenue and Kanaka Creek Road.

2.3 The May Lot is one of thirteen lots located within May Lot 402 as approved in the “May Revised 2015 Boundary Line Adjustment,” recorded with Skamania County at Auditor File Number 2015002608 on December 7, 2015. Through deed recorded with Skamania County at Auditor File Number 2018002085 on October 15, 2018, May conveyed four of the lots (Lots 5-8) in the above referenced Boundary Line Adjustment to Rice/Rutledge. One of those lots (Lot 5, Block 2, Second Addition, Meldan Acre Tracts (“Lot 5”)) is affected by the revised BLA proposal. Through deed recorded with Skamania County as Auditor File Number 2016001181 on June 23, 2016, Rice/Rutledge acquired four lots (lots 1-4), adjacent to Lots 5-8, from a third party. One of those lots (Lot 1, Block 2, Second Addition Meldan Acre Tracts (“Lot 1”)) is affected by the BLA proposal. See attached Exhibit A. Lots 2-4 of Lot 1000 are improved with a single family residence. Lots 1-8 are legal lots of record.

2.4 The purpose of the BLA is to create additional buffer space between Lot 1 and Lot 5 and property to the north and northwest, with a corresponding reduction in the size of the May Lot 402.

2.5 The City issued its Official Decision on the BLA on December 27, 2019 (“Decision”). May appealed the Decision by correspondence dated February 10, 2020 (received by City of February 13, 2020 (“Appeal”).

2.6 Following the Appeal, the City and Applicants sought to resolve issues relating to the BLA and the Appeal. The City and Applicants desire to resolve and settle all issues associated with the BLA. This Agreement represents the settlement by the Parties, acting in good faith, to resolve disputed issues by dismissal of the Appeal and approval of BLA 2019-05 as set forth herein.

3. STIPULATIONS

3.1 As Adjusted by the BLA, Lot 1 and Lot 5 will not create any additional lots or potential home sites.

3.2 As Adjusted by the BLA, Lot 1 and Lot 5 will not have access to the easement/existing gravel driveway that crosses the May Lot 402 and Lot 8 (“Easement”). Lot 1 and Lot 5 will continue to have access to Del Ray Avenue. The BLA does not increase the scope of any existing easement or access rights to any properties subject to this BLA.

3.3 Rice/Rutledge confirm that Lot 03-07-36-4-4-0500 (Marquez) has continued access to the Easement.

3.4 The Parties reviewed the “Declaration of Boundary Line Adjustment” and find it adequately addresses the intent to transfer/acquire property subject to the BLA. The monuments and legal descriptions in support of BLA on file with the City properly document the revised lot boundaries after the BLA. See survey attached at Exhibit B.

3.5 Following City issuance of the Official Decision for BLA2019-05 dated _____ and the parties execution of this Agreement, Applicants shall record the BLA within ninety (90) days and shall pay recording fees under SMC 16.37.060. No additional City approval is required before the Applicants record the BLA. No additional fees are due and owing to City from Applicants, and no fees or refund of fees are due and owing to Applicants by City. This Agreement shall not be recorded and will be retained permanently as a City record. The Official Decision is referenced in the form of City approval at Exhibit C.

4. RELEASE OF CLAIMS. Upon the City approval of this Agreement and BLA 2019-05, and the Applicants approval of this Agreement, the Parties release and hold harmless each other for claims or causes of action arising from or relating to BLA 2019-05 and this Agreement.

5. ADDITIONAL TERMS

5.1 State Law. This Agreement shall be deemed to have been made in and shall be construed under the Laws of the State of Washington.

5.2 Headings. Any headings to articles, sections or paragraphs appearing herein are not part of the terms of this Agreement and shall not be interpreted as such.

5.3 Construction. This Agreement does not constitute an acknowledgement by any Party of the validity or invalidity of a position or argument of another Party. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

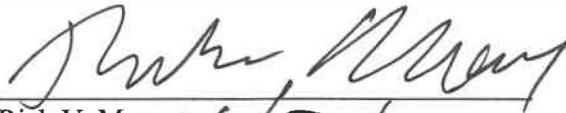
5.4 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

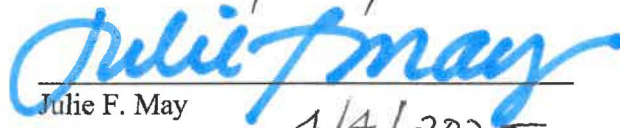
5.5 Authority. Each Party represents and warrants that is has the full power and authority to enter this Agreement and to perform the respective duties and obligations set forth herein. Each signatory signing on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of the Party.


5.6 Complete Agreement. This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties, and this Agreement cancels and supersedes all prior written and unwritten agreements and understandings pertaining to BLA 2019-05.

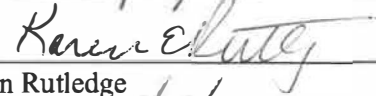
THE PARTIES HEREBY AGREE TO THE ABOVE STIPULATION AND SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES.

For Applicants:


Rick V. May
Date: 4/5/2020


Julie F. May
Date: 4/4/2020


Patrick Rice
Date: 4/4/20


Karen Rutledge
Date: 4/4/20

Approved as to form:
Miller Nash Graham & Dunn LLP

By: _____
LeAnne Bremer, WSBA #32726
Attorneys for Applicants

For City:

Scott Anderson, Mayor
Date: _____

Approved as to form:
FOSTER GARVEY P.C.

By: _____
P. Stephen DiJulio, WSBA #7139
Attorneys for City