

AFTER RECORDING RETURN TO:

City of Stevenson
PO Box 371
Stevenson, WA 98648

AGREEMENT FOR DEFERRAL OF FRONTAGE IMPROVEMENTS

Grantor(s): Edward J. Feeley
Grantee: City of Stevenson
Legal Description: ***See below.***
Tax Parcel Number: 03-07-36-2-4-1502-00

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," and EDWARD J. FEELEY, hereinafter referred to as "OWNER."

WHEREAS, OWNER is the recorded owner of the following described property located within the city of Stevenson, Washington:

Lot 2 of the Sharon Smith Short Plat, recorded in Book "T" of Short Plats, Page 96, Skamania County Records

Which, after the Feeley Short Plat recording will be known as:

Lot 1 & Lot 2 of the Feeley Short Plat

WHEREAS, OWNER has sought approval of a short plat within the city of Stevenson pertaining to said property; and

WHEREAS, conditions of said approval include the construction of frontage improvements by the OWNER to NW Willard Street, as follows:

1. Installation of half-street frontage improvements including street, sidewalk, and/or drainage infrastructure pursuant to City of Stevenson standards ;
2. Engineering and surveying of said roadway prior to improvements.

WHEREAS, OWNER has requested a deferral of said frontage improvements, and the Director of Public Works for the CITY, has determined as follows:

1. The installation of frontage improvements required for the development could be more safely, efficiently and effectively implemented if done concurrently with the installation of downhill improvements along the same street frontage.

WHEREAS, as a condition of granting deferral of said frontage improvements, the OWNER agrees to participate in any local improvements, or the OWNER agrees to participate in any local improvement district, road improvement district, transportation benefit district, or other similar type of district formed by the CITY for the construction of the above mentioned improvements;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The CITY hereby defers the installation of frontage improvements for a short plat filed with the CITY OF STEVENSON under Permit Number SP2021-02.
2. In consideration therefore, and pursuant to RCW 35.42.182, OWNER hereby waives any and all right under RCW 35.42.180 to protest the creation by the CITY of a local improvement district, road improvement district, transportation benefit district, or other similar type of district to construct the above described improvements along NW Willard Street, insofar as said improvement districts include within its area the above described property and to the extent that said improvements benefit the property above described. OWNER further agrees that if the CITY includes within a project not supported by an improvement district the above described improvements, OWNER, its transferees and successors in interest, hereby agree to participate in said project by paying their fair share thereof. In the latter event, a contract will be developed and executed between the parties which outlines the level of participation by OWNER in said project and the manner in which payment is to be made. For the purposes of this Agreement, "right to protest" shall mean only those formal rights to protest contained within the local improvement district statutes, except, however, nothing herein shall constitute a waiver by the OWNER of the right to object to the OWNER's individual assessment amount or to appeal to the Superior Court the decision of the CITY affirming the final assessment role, which rights are specifically preserved.
3. As further consideration for the above, OWNER hereby grants, conveys to CITY, through its City Administrator a special power of attorney to exercise any and all rights held by OWNER, its heirs, assignees, transferees or successors in interest, including any purchaser, mortgage holder, lien holder or other persons who may claim an interest in said property described above, to commit said property to an improvement district which includes within its area the above described property and covers the improvements described above. For the purposes of this Agreement, the term "commit" includes the initiating and/or signing of an improvement district petition and the taking of any and all action necessary to reasonably complete all processes necessary to create said improvement district.
This power of attorney is granted in consideration of the approval hereby given by CITY described above, and shall be a power coupled with an interest which may not be terminated except at such time as the above approval be withdrawn or rescinded by the CITY.
Further, in the event that jurisdictional authority over NW Willard Street is transferred to another municipality, the CITY may assign its rights under this Agreement to such municipality.
4. This Agreement touches and concerns the real property described above and hereby binds OWNER and its assignees, heirs, transferees, donees, and/or successors in interest to said property. This Agreement shall be recorded in the Skamania County Auditor's Office.

5. This Agreement shall not be construed to waive any requirement under current ordinance, resolution, standards, Short Plat Approval Number SP2021-02, or other authority of the County or CITY for the immediate or deferred installation upon or in conjunction with the above described property of any improvements not included herein.
6. This Agreement shall be effective for a period of ten (10) years from the date of recording.
7. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

[Signatures appear on next page. Remainder of page intentionally left blank.]

DRAFT

IN WITNESS WHEREOF the parties hereto have executed the Agreement on the day and year first above written.

CITY OF STEVENSON:

APPROVED AS TO FORM:

By: _____
Frank Cox
Mayor

By: _____
Ken Woodrich
City Attorney

OWNER:

By: _____
Edward J. Feeley

On this ____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) and/or corporate officers described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed on behalf of themselves or as corporate officers of the named corporation with full authority, for the uses and purposes herein mentioned.

Notary Public in and for the State of Washington,
residing at _____
My commission expires: _____