

AFTER RECORDING RETURN TO:

City of Stevenson
PO Box 371
Stevenson, WA 98648

AGREEMENT FOR DEFERRAL OF IMPROVEMENTS

Grantor(s): **[Property Owner Name]**

Grantee: City of Stevenson

Legal Description: ***See Exhibit A***

Tax Parcel Number: **[Parcel Number]**

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 **[LEGAL OWNERS’ NAMES]**, hereinafter referred to as “OWNER.”

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

See Exhibit “A”

WHEREAS, OWNER’s property is located in the Annexation Area (Exhibit “B”) for an annexation initiated by Rick Pauly and Kim Salvesson-Pauly (City file ANX2016-01), and

WHEREAS, the Stevenson City Council authorized a Plan for Service (Exhibit “C”) on May 19, 2016, for municipal fire suppression, road, sewer, storm sewer, and water service to the Annexation Area, and

WHEREAS, OWNER is responsible for a proportionate share of the cost of improvements in the Annexation Area in accordance with this Plan for Service, and

WHEREAS, CITY has authorized deferral of said improvements until after annexation occurs, and

WHEREAS, as a condition of granting deferral of said improvements, 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 improvements for the Plan of Service associated with the notice of intent to annex filed with the CITY OF STEVENSON under File Number ANX2016-01.

2. In consideration therefore, and pursuant to RCW 35.43.182, OWNER hereby waives any and all right 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, 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 the improvements in the Plan of Service are transferred to another municipality, the CITY may assign its rights under this Agreement to such municipality.

4. As further consideration of the above, OWNER hereby agrees that no short plat or subdivision application for this property will be accepted as complete by the City until such time as the improvements are installed or an LID for sewer extension is initiated.
5. 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.
6. This Agreement shall not be construed to waive any requirement under current ordinance, resolution, standards, 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.

7. If the Plan for Service if in Exhibit “C” is not complete by the expiration of this agreement, then OWNER agrees, at OWNER’s option, to pay to CITY OWNER’s proportional share of the cost of improvements to be made per the Plan for Service, complete the Plan for Service at OWNER’s expense with Latecomer’s rights, or, provide a new 10-year Agreement for Deferral of Improvement under terms identical to this agreement with a new effective date to be upon the termination of this agreement.
8. This Agreement shall be effective for a period of ten (10) years from the date of recording.
9. 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] \ \ \ \ \ \

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

CITY OF STEVENSON:

OWNER:

By: _____
Frank Cox, Mayor

By: _____
Property Owner

APPROVED AS TO FORM:

By: _____
Kenneth B Woodrich, PC
City Attorney

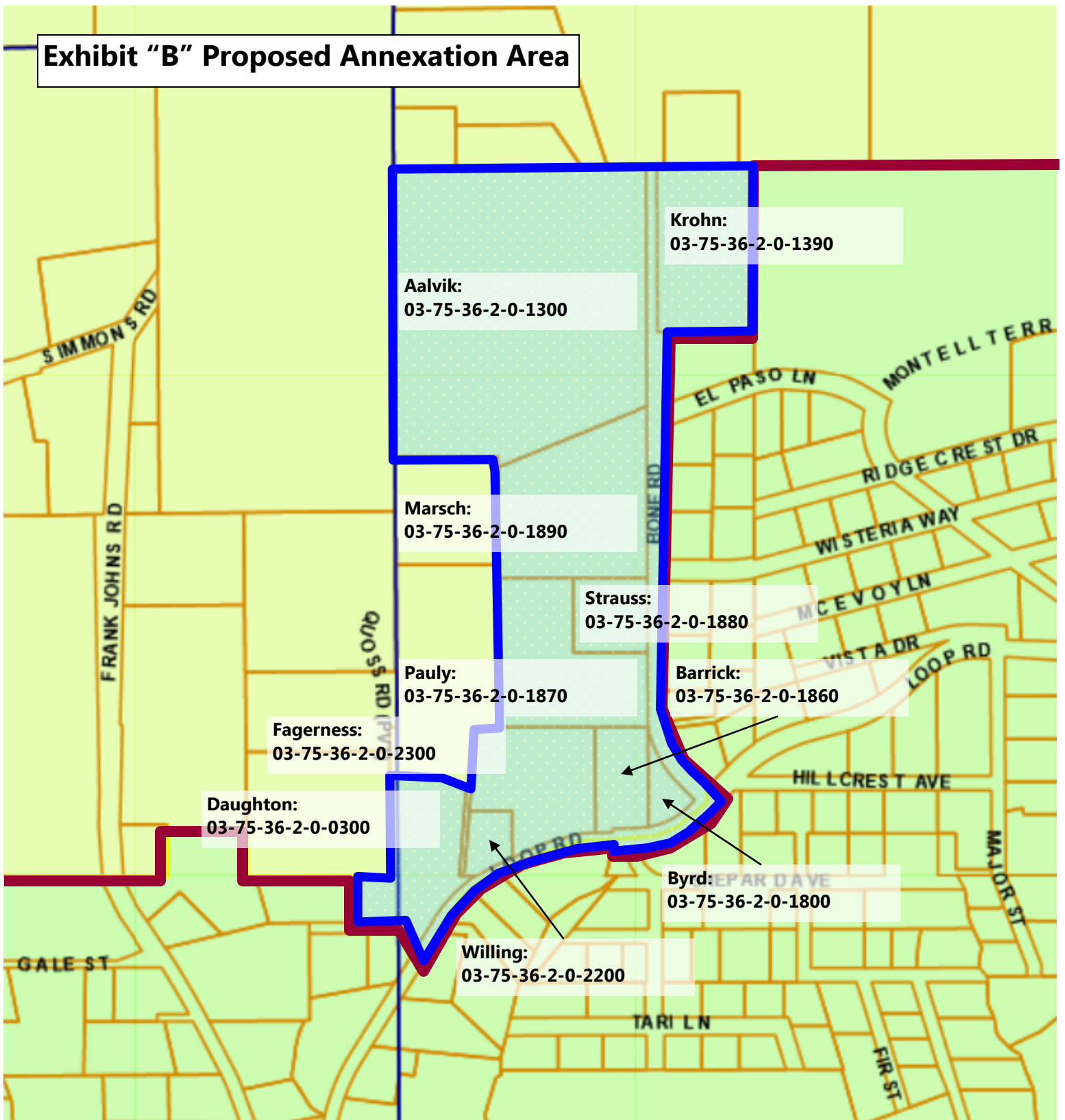
On this ____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) and/or corporate officers described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed on behalf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

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: _____

Exhibit "B" Proposed Annexation Area



Description

The annexation area includes 10 properties with 10 owners. The area is approximately 30 acres, contains 6 homes, with 13 to 14 people (based on Stevenson's 2010 average household size of 2.25).

**EXHIBIT “C”
PLAN FOR SERVICE**

The following Plan for Service has been established for the Pauly annexation request along Bone Road (City File ANX2016-01) to addresses improvements to the City fire suppression, road, sewer, storm sewer, and water systems required as a condition of acceptance of a petition for annexation of these properties.

Fire Suppression

1. Fire hydrants shall be installed to meet then-current National Fire Protection Association standards.

Roads

2. Roadways shall be improved to meet then-current City of Stevenson Engineering Standards for Public Works Construction (SES).

Sewer

3. Sewer collection systems shall be installed to meet then-current SES.

Stormwater

4. Stormwater collection and treatment systems shall be installed to meet then-current SES.

Water

5. Water system shall be installed to meet then-current SES.



Rick Pauly and Kim Salvesen-Pauly
PO Box 783
Carson, WA 98610

Date: June 3, 2016

RE: Contemplated Improvements for Bone Road Annexation

Dear Kim and Rick,

The Plan for Service approved by City Council in conjunction with the Bone Road annexation request requires that future improvements be made in accordance with the standards in effect at the time of LID creation. This memo is intended to outline the improvements that would be contemplated by today's standards to give you an idea of the scope of improvements that would likely be contemplated in the future (if based on today's standards).

The following improvements would be contemplated under today's standards:

Fire Suppression

1. Two fire hydrants would be installed to close the coverage gap between existing hydrants at Lucas Street and El Paso Lane. The location of the hydrants is to be determined, but total spacing of these hydrants should not exceed 800'.

Roads

2. Where ever the rights-of-way for Bone Road and Loop Road do not meet the City's 60' standard additional right-of-way would be dedicated to the City until the 60' width is achieved.
3. A minimum 5' sidewalk would be constructed along Bone Road from Loop Road at the southern end and extending to El Paso Lane at the northern end. Exact side of Bone Road is to be determined.
4. The 60' private road known as Guide Meridian Road would be dedicated to the City as right-of-way.
5. Prior to acceptance of the Guide Meridian Road right-of-way, the paved width of Guide Meridian would be improved to at least 20'.

Sewer

6. The public sewer system would be extended from the intersection of Loop Road and Kanaka Creek Road at the southern end (current terminus) to the Williams Gas pipeline on the northern end. Exact size and location of the sewer line is to be determined.

Stormwater

7. Where sidewalks are installed adjacent to the roadway, storm sewer infrastructure would also be installed. Infrastructure includes curbs, gutters, catch basins and piping to satisfy City standards.

Water

8. The existing 8" AC waterline in Bone Road would be upgraded to a 10" ductile iron pipe including a pressure reducing valve on the new line.
9. The existing 1" PVC waterline in Guide Meridian Road would be upgraded. Exact size of the new line is to be determined.

Sincerely,

Nick Hogan

City Administrator