

BOOK 235 PAGE 537

FILED 1960  
SEARCHED INDEXED  
SERIALIZED FILED  
APR 19 1960  
FBI - NEW YORK

City of Stevenson

JAN 14 4 40 PM '03

Gwyn

**City of Stevenson**

**PO Box 371**

Stevenson, WA 98648 J. HILSON

COPY

Document Title(s) or transactions contained therein:

1. Latecomer Reimbursement Agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. **Ronald L. Hopkins**

**2.**

**3.**

**4.**

11

Additional Names on page 1 of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Timothy R. Dudley, Sr

**2.**

**3.**

4.

1

1 Additional Names on page 1 of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot Block, Plat or Section, Township, Range, Quarter/Quarter)  
 LOT 3 OF THE SHOELL/STACY SHORT PLAT, BOOK T OF SHORT PLATS,  
 PAGE 33, DEED RECORDS OF SKAMANIA COUNTY, WA.

**Complete Legal on page \_\_\_\_\_ of document.**

**REFERENCE NUMBER(S) Of Documents assigned or released:**

Exhibits referenced in this document may be found in City Council  
File No. 2445

File No. 3445

**Complete Legal on page** \_\_\_\_\_ **of document.**

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**  
3736100000

3-7-36-13-2002

**Property Tax Parcel ID is not yet assigned.**

Additional parcel #'s on page \_\_\_\_\_ of document.

**The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.**

**WATER AND SEWER LATECOMER  
REIMBURSEMENT AGREEMENT  
FOR THE SHOELL/STACY SHORT PLAT**

THIS AGREEMENT, entered into this 7 day of February, 2002, is by and between the CITY OF STEVENSON, a Washington municipal corporation (hereinafter referred to as "City"), and Mr. Ronald L. Hopkins, his heirs, successors, and assigns, hereinafter called "property owner", and

WHEREAS, RCW 35.91 permits the governing body of any city to contract with owners of real estate for the construction of storm, sanitary or combination sewers, pumping stations, disposal plants, water mains, hydrants, reservoirs, water supply sources or appurtenances within their corporate limits and to provide for a period of not to exceed 15 years for the reimbursement of such owners and their assigns as by any owner of real estate who did not contribute to the original cost of such water or sewer facilities and who subsequently tap into or use the same; and

WHEREAS, the owner has paid all the costs of the utility extensions to the Shoell-Stacy Short plat including a 185 ft. six inch sewer lateral and a 160 ft. 1" copper water main. The costs of these facilities are included in the attached exhibits (Exhibit A - Affidavit of costs) which are hereby made a part of this Agreement; and,

WHEREAS, said facilities shall be constructed in accordance with the ordinances and construction standards adopted by the City, and are subject to the approval of the City Public Works Director; and,

WHEREAS, said "Owner" has offered and the City of Stevenson is prepared to accept the facilities as mentioned above and as shown on approved as built construction drawings (Exhibit B water main as built, exhibit C sewer lateral as built) attached hereto and made a part of this agreement. Maintenance and operation costs of said facility after acceptance shall be borne by the said municipality; and

WHEREAS, Stevenson Municipal Code and State law authorizes the City to enter into reimbursement contracts and establishes the minimum requirements for such contracts;

NOW, THEREFORE, it is agreed as follows:

Section 1. City acknowledges that the said facility has been accepted as shown on approved "As-Built" construction drawings for the Shoell-Stacy water and sewer extensions.

Section 2. For a period of fifteen (15) years from the date of the recording of this agreement with the Skamania County Auditor, any person, firm or corporation owning or leasing real estate desiring to be connected to the Shoell-Stacy sewer laterals shall pay a one-time Latecomer Customer Fee as follows:

\$2,791.67 plus tax per parcel and dwelling unit for connection to the sewer lateral;

Each applicant desiring to be connected to said sewer and water lateral, shall also be responsible for the standard connection charges the City may from time to time set. No person shall be granted a permit to tap into the above described facilities without first paying to the City the amount described by this agreement. All amounts so received by the City shall be remitted to the owner within sixty (60) days after receipt thereof.

Section 3. Without limiting the foregoing, the following parcels, of real property, and any future subdivisions thereof, shall be subject to Latecomer Customer Fees as follows:

<u>Present Owner</u>	<u>Parcel #</u>	<u>Sewer Latecomer</u>
Timothy R. Dudley, Sr.	3-7-36-13-2002	\$2,791.67 (plus applicable taxes)

Section 4. Owner hereunder is an independent contractor and not an agent or employee of the City.

Section 5. Any property owned by owner at the time the application for hookup is submitted to City shall be exempt from the Latecomer Customer Fee and the Application Fee.

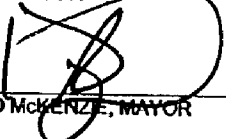
Section 6. Upon receipt of any Latecomer Customer Fee hereunder, City shall transmit same to owner and owner shall sign and deliver a receipt for same to City.

Section 7. Owner acknowledges that City makes no guarantee that any fees will materialize as contemplated by this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the date first-above written.


CITY OF STEVENSON,  
WASHINGTON

OWNER

  
DAVID MCKENZIE, MAYOR

  
RONALD L. HOPKINS

ATTEST:

  
MARY ANN DUNCAN-COLE, Clerk  
of the City of Stevenson