

**Return Address:**

City of Stevenson  
PO Box 371  
Stevenson, WA 98648

Please Print or Type Information.

**Document Title(s) or transactions contained therein:**

1. Iman Cemetery and Iman Loop Latecomer Agreement
- 2.
- 3.
- 4.

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

1. Hafford, Jay
2. Hafford, Theo
- 3.
- 4.

| | Additional Names on page \_\_\_\_\_ of document.

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

1. The City of Stevenson
- 2.
- 3.
- 4.

| | Additional Names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION (Abbreviated: I.E., Lot Block, Plat or Section, Township, Range, Quarter/Quarter)**

Portion of Section 35 Township 3 North Range 7

SW1/4 of SW1/4 of Section 36 Township 3 North Range 7 East

South side of Falls View Road in NW1/4 of the SW1/4 of Section 36, Township 3 North, Range 7 East

SW1/4 of the SW1/4 of Section 36, Township 3 North, Range 7 East

NW1/4 of Section 1 Township 2 North Range 7 East

Complete Legal on page Exhibit B

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

1.

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

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

Tax Parcel 2-7-2 1-1 Lot 100, et. al.

| | Property Tax Parcel ID is not yet assigned.

x Additional parcel #'s on pag Exhibit B attached hereto

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read

## IMAN CEMETERY AND IMAN LOOP WATER LINES

### LATECOMER REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this 16<sup>th</sup> day of June, 1997, is by and between the **CITY OF STEVENSON**, a Washington municipal corporation (hereinafter referred to as "City"), and **JAY AND THEO HAFFORD** (hereinafter referred to as "Owners").

**WHEREAS**, the City of Stevenson has recently annexed a residential area, the Iman Loop/Iman Cemetery neighborhood, to the City with the condition that the benefiting property owners would be responsible for the extension of water facilities (excepting approximately 460 feet of main line along Iman Cemetery Road between Briggs Road and Monda Road to be constructed by the city); and

**WHEREAS**, Jay and Theo Hafford, as principal property owners in this area, have entered into a contract with the City, a copy of which is attached to this agreement as "Exhibit A", to complete the construction of the Iman Cemetery and Iman Loop Road main water lines which shall be constructed in four (4) phases as described in Exhibit A (cumulatively referred to herein as the "Project") and as shown on construction drawings attached as part of Exhibit A; and

**WHEREAS**, the water lines will lie adjacent to property within the city limits, as depicted on that map attached hereto as part of Exhibit A and including those properties listed on the property described on "Exhibit B" and incorporated herein, and it is the reasonable expectation of the parties that abutting landowners, will in the future, wish to connect to said water in order to obtain water services for their properties; and

**WHEREAS**, RCW 35.91 permits the governing body of any city to contract with owners of real estate for the construction of water mains, hydrants, reservoirs, or appurtenances, hereinafter called water facilities, to serve the area in which the real estate of such owners is located and to provide for a period of not to exceed fifteen (15) years for the reimbursement of such owners and their assigns by any owner of real estate who did not contribute to the original cost of such water facilities and who subsequently tap into or use the same; and

**WHEREAS**, the City is authorized to enter into reimbursement contracts and establishes the minimum requirements for such contracts;

**NOW, THEREFORE**, it is agreed as follows:

**SECTION I.**            Owners Duty; Construction Standard: City acknowledges that the Owners have agreed to construct at their own cost and expense the Iman Loop/Iman Cemetery water

LATECOMERS REIMBURSEMENT AGREEMENT

PAGE 1 of 6

facilities as shown on Exhibit A attached hereto and incorporation herein by reference. Said facility shall be constructed in accordance with the American Waterworks Standards and the ordinances of the City now or hereinafter in effect covering construction and specifications for facilities of such type, and subject to the approval of the City Public Works Director or his/her duly authorized agent.

**SECTION II.**      Construction Cost: It is understood and agreed that upon completion of the construction of the water facility extension the Owner shall prepare an affidavit setting forth the final actual construction cost of the facility. That affidavit shall be attached to this contract and incorporated herein by this reference. The projected costs of the project as estimated by Bell Engineering are as follows:

Construction	\$ 136,000.00
Engineering	<u>51,000.00</u>
<b>Total</b>	<b>\$ 187,000.00</b>

Any increase in the projected costs shall not relieve the Owner from completing all phases of the project. However, it may warrant an amendment to this contract.

**SECTION III.**      Latecomers Fee: Costs of construction shall be allocated among the various property owners on a "dwelling unit" basis representing a fair estimate of each dwelling unit's pro rata construction costs. 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 water facility shall pay a onetime Latecomer Customer Fee of \$1,250.00 per dwelling unit. The City shall be responsible for the collection of the Latecomer Customer Fee. No person, firm or corporation shall be allowed to tap into this water facility without first paying the Latecomer Customer Fee as outlined above. The City shall transmit to the Owner the Latecomer Customer Fee within sixty (60) days of receipt of said fee.

**SECTION IV.**      Completion of Construction: The Owner agrees to complete construction of Phases I and II of the water facility on or before December 31, 1997, Phase III on or before December 31, 1998, and Phase IV on or before December 31, 2000. The Owner shall provide the City with a reproducible set of as-builts as a part of the completion of this project. The phases of construction are reflected on the map attached hereto as "Exhibit C".

**SECTION V.**      Ownership of Water System: Upon completion of construction and its acceptance by the City Public Works Director, the facility shall become a part of the municipal system of the City. Maintenance and operation costs of said facility after acceptance shall be borne by the City. Consequently, any easements needed for the operation of this facility will need to be approved by the City and properly recorded. Water charges in accordance with the

rates in effect shall commence to be due and owing upon date of completion and acceptance of the water facility herein designated.

**SECTION VI.**      Disclaimer of Full Reimbursement: It is acknowledged by both parties to this Agreement that the estimate of potential service connections is an estimate. There is no guarantee that said customer equivalents will materialize under a subsequently adopted Zoning Plan and consistent with the ordinances and codes of the City. Owner waives any claim of estoppel that he may assert by reason of some later City action that frustrates Owners' goal of full reimbursement.

**SECTION VII.**      Owners' Status: Owner hereunder is an independent contractor and not an agent or employee of the City.

**SECTION VIII.**      Events of Default: Owner shall be considered in default of this agreement upon the occurrence of any one of the following events:

- 1) Owners' failure to complete construction within the time set forth in Section IV above, after no fewer than thirty (30) day's written notice to Owner;
- 2) Owners' failure to correct any deficiency in construction within thirty (30) day's of City's written notice to Owner specifying the deficiency or deficiencies;
- 3) Default under the terms of the Promissory Note or Deed of Trust attached to this agreement as "Exhibit D" and "Exhibit E", respectively.

**SECTION IX.**      Remedies Upon Default: In the event of default, City shall have the following remedies:

- 1) To sue Owner for specific performance;
- 2) To complete construction and obtain full restitution from Owner for all of City's costs of construction plus interest at the maximum rate allowed by law. In that event, City shall be entitled to recover and use any materials purchased by Owner for this project;
- 3) To foreclose on the Trust Deed secured by the Promissory Notes in the combined sum of \$ 187,000.00 against the property described on Exhibit B (North of Iman Loop Road only) to secure the cost of completing construction of all phases. Upon completion of each of those Phases, the City shall mark the note "satisfied" adjacent to the sum required to complete each phase of the project. Once all phases are complete, the Note shall be returned to Owner marked "satisfied" and the Trust Deed shall be reconveyed to Owner.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

**SECTION X.**      Waiver: Failure of either party at anytime to require performance of any provision of this Contract shall not limit the party's right to enforce the provision nor shall waiver any breach of any provision, constitute a waiver or any succeeding breach of that provision or a waiver of that provision itself.

**SECTION XI.**      Successor Interests: This Contract shall be binding upon and inure to the benefit of the Owners' successor and assigns but no contractual rights or responsibilities of Owner shall be assigned, subcontracted or otherwise transferred, voluntarily or involuntarily, without the prior written consent of City. Any attempted assignment in violating of this provision shall be void and of no effect with respect to the City. Any such assignment will not in any water release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract.

**SECTION XII.**      Prior Agreements: This document is the entire, final and complete agreement of the parties pertaining to the project and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the project (except those agreements attached hereto as Exhibits).

**SECTION XIII.**      Notice: Any notice under this Contract shall be in writing and shall be effective when deposited in the united States Mail, registered or certified, postage prepaid and addressed to the party at their last known address stated in this Contract or such other address as either party may designate by written notice to the other.

**SECTION XIV.**      Applicable Law: This Contract has been entered into in the State of Washington and the property is located in the State of Washington. The parties agree that the laws of the State of Washington shall be utilized in construing this Contract and enforcing the rights and remedies of the parties.

**SECTION XV.**      Cost and Attorney's Fees: Owner agrees to pay City's reasonable attorney's fees and other expenses incurred by City in enforcing any of the terms herein or the terms of any other agreement attached hereto as exhibits, even though no suit or action is instituted hereon. If suit or action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to such sums (in addition to costs and disbursements provided by statute and costs of searching and abstracting records) as the trial court, or any appellate court, may adjudge as reasonable attorney's fees. Said attorney fees shall be due and recovered as part of the costs of such suit or action, whether or not final judgment or decree is entered herein.

LATECOMERS REIMBURSEMENT AGREEMENT  
PAGE 4 of 6

**SECTION XVI. Number, Gender and Captions:** As used herein, the singular shall include the plural, and plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Contract.

**SECTION XVII. Disclaimer of Representation:** This Contract was prepared by City's attorney, Kenneth B. Woodrich of Kielpinski and Woodrich, who represents the City's interest alone in this transaction. Owner has been advised to seek independent legal advice to be fully advised of his rights and obligations in this transaction and by executing this document, he acknowledges he has sought review by counsel.

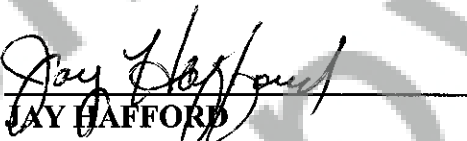
**SECTION XVIII. No Oral Modification:** The provision of this Contract may only be modified, amended or changed, by writing, signed by the person against whom enforcement is sought.

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

CITY OF STEVENSON,  
WASHINGTON

OWNER

  
DAVID McKENZIE, Mayor

  
JAY HAFFORD

  
THEO HAFFORD

STATE OF WASHINGTON )  
 )  
County of Skamania )

SS:

I certify that I know or have satisfactory evidence that **David McKenzie** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the **City of Stevenson** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

LATECOMERS REIMBURSEMENT AGREEMENT  
PAGE 5 of 6



Dated this 16<sup>th</sup> day of May, 1997.

~~M.E. Duncan, CO~~ NOTARY  
PUBLIC in and for the State  
of Washington.  
My commission expires: 9/26

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that **JAY HAFFORD and THEO HAFFORD** are the persons who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged the agreement to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated this 13<sup>th</sup> day of June 1997.

**KIM A. TROSPER**  
STATE OF WASHINGTON  
NOTARY — • — PUBLIC  
My Commission Expires March 25, 1998

Kim A. Trosper, NOTARY  
PUBLIC in and for the State  
of Washington.  
My commission expires: 03/25/98

LATECOMERS REIMBURSEMENT AGREEMENT  
PAGE 6 of 6

Exhibit A

Record Drawings

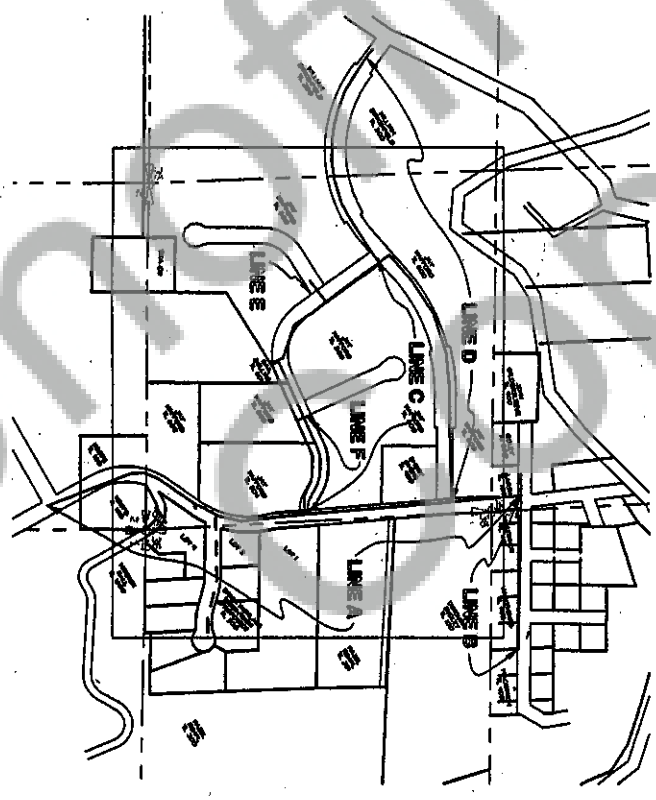
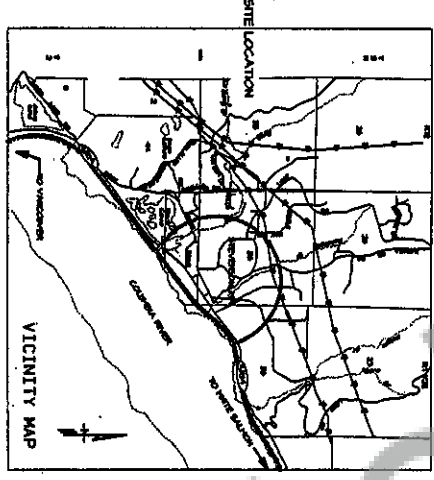
1996  
STEVENSON, W.A.



# HAFFORD ANNEX WATER SYSTEM IMPROVEMENTS

## VICINITY MAP

NOT TO SCALE



### TABLE OF CONTENTS

PAGE DESCRIPTION	PAGE NO.
1. TITLE PAGE/VICINITY MAP	1
2. PLANS AND PROFILES	2
3. LINE A - P&P SHEET	3
4. LINE B - P&P SHEET	4
5. LINE C - P&P SHEET	5
6. LINE D - P&P SHEET	6
7. LINE E - P&P SHEET	7
8. LINE F - P&P SHEET	8
9. STANDARD DETAILS	9

### SYMBOL LEGEND

NOT INSTALLED	SEWER MANHOLE
POWER POLE	WATER SERVICE METER
WATER SERVICE METER	FIRE HYDRANT
FIRE HYDRANT	TELEPHONE BOX
TELEPHONE BOX	LANDFILL
LANDFILL	WATER VALVE
WATER VALVE	TELEPHONE POLE
TELEPHONE POLE	BUY MIRE
BUY MIRE	POWER TRANSFORMER
POWER TRANSFORMER	GAS VENT
GAS VENT	BLOW OFF
BLOW OFF	IRIGATION BOX
IRIGATION BOX	CANY
CANY	GAS METER
GAS METER	METER BOX
METER BOX	PREVENTION CORNER

TRUNK BACKTILL CLASSIFICATION  
SIZE, TYPE AND CLASS OF PIPE

### LINE TYPE LEGEND

EXIST 3" WATER	---	1"
NEW 3" WATER	---	1"
EXIST 6" WATER	---	6"
NEW 6" WATER	---	6"
EXIST 10" WATER	---	10"
NEW 10" WATER	---	10"
EXIST 12" WATER	---	12"
NEW 12" WATER	---	12"
EXIST 15" WATER	---	15"
NEW 15" WATER	---	15"
EXIST 18" WATER	---	18"
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NEW 30" WATER	---	30"
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EXIST 3240" WATER	---	3240"
NEW 3240" WATER	---	3240"
EXIST 3264" WATER	---	3264"
NEW 3264" WATER	---	3264"
EXIST 3288" WATER	---	3288"
NEW 3288" WATER	---	3288"
EXIST 3312" WATER	---	3312"
NEW 3312" WATER	---	3312"
EXIST 3336" WATER	---	3336"
NEW 3336" WATER	---	3336"
EXIST 3360" WATER	---	3360"
NEW 3360" WATER	---	3360"
EXIST 3384" WATER	---	3384"
NEW 3384" WATER	---	3384"
EXIST 3408" WATER	---	3408"
NEW 3408" WATER	---	3408"
EXIST 3432" WATER	---	3432"
NEW 3432" WATER	---	3432"
EXIST 3456" WATER	---	3456"
NEW 3456" WATER	---	3456"
EXIST 3480" WATER	---	3480"
NEW 3480" WATER	---	3480"
EXIST 3504" WATER	---	3504"
NEW 3504" WATER	---	3504"
EXIST 3528" WATER	---	3528"
NEW 3528" WATER	---	3528"
EXIST 3552" WATER	---	3552"
NEW 3552" WATER	---	3552"
EXIST 3576" WATER	---	3576"
NEW 3576" WATER	---	3576"
EXIST 3600" WATER	---	3600"
NEW 3600" WATER	---	3600"
EXIST 3624" WATER	---	3624"
NEW 3624" WATER	---	3624"
EXIST 3648" WATER	---	3648"
NEW 3648" WATER	---	3648"
EXIST 3672" WATER	---	3672"
NEW 3672" WATER	---	3672"
EXIST 3696" WATER	---	3696"
NEW 3696" WATER	---	3696"
EXIST 3720" WATER	---	3720"
NEW 3720" WATER	---	3720"
EXIST 3744" WATER	---	3744"
NEW 3744" WATER	---	3744"
EXIST 3768" WATER	---	3768"
NEW 3768" WATER	---	3768"
EXIST 3792" WATER	---	3792"
NEW 3792" WATER	---	3792"
EXIST 3816" WATER	---	3816"
NEW 3816" WATER	---	3816"
EXIST 3840" WATER	---	3840"
NEW 3840" WATER	---	3840"
EXIST 3864" WATER	---	3864"
NEW 3864" WATER	---	3864"
EXIST 3888" WATER	---	3888"
NEW 3888" WATER	---	3888"
EXIST 3912" WATER	---	3912"
NEW 3912" WATER	---	3912"
EXIST 3936" WATER	---	3936"
NEW 3936" WATER	---	3936"
EXIST 3960" WATER	---	3960"
NEW 3960" WATER	---	3960"
EXIST 3984" WATER	---	3984"
NEW 3984" WATER	---	3984"
EXIST 4008" WATER	---	4008"
NEW 4008" WATER	---	4008"
EXIST 4032" WATER	---	4032"
NEW 4032" WATER	---	4032"
EXIST 4056" WATER	---	4056"
NEW 4056" WATER	---	4056"
EXIST 4080" WATER	---	4080"
NEW 4080" WATER	---	4080"
EXIST 4104" WATER	---	4104"
NEW 4104" WATER	---	4104"
EXIST 4128" WATER	---	4128"
NEW 4128" WATER	---	4128"
EXIST 4152" WATER	---	4152"
NEW 4152" WATER	---	4152"
EXIST 4176" WATER	---	4176"
NEW 4176" WATER	---	4176"
EXIST 4200" WATER	---	4200"
NEW 4200" WATER	---	4200"
EXIST 4224" WATER	---	4224"
NEW 4224" WATER	---	4224"
EXIST 4248" WATER	---	4248"
NEW 4248" WATER	---	4248"
EXIST 4272" WATER	---	4272"
NEW 4272" WATER	---	4272"
EXIST 4296" WATER	---	4296"
NEW 4296" WATER	---	4296"
EXIST 4320" WATER	---	4320"
NEW 4320" WATER	---	4320"
EXIST 4344" WATER	---	4344"
NEW 4344" WATER	---	4344"
EXIST 4368" WATER	---	4368"
NEW 4368" WATER	---	4368"
EXIST 4392" WATER	---	4392"
NEW 4392" WATER	---	4392"
EXIST 4416" WATER	---	4416"
NEW 4416" WATER	---	4416"
EXIST 4440" WATER	---	4440"
NEW 4440" WATER	---	4440"
EXIST 4464" WATER	---	4464"
NEW 4464" WATER	---	4464"
EXIST 4488" WATER	---	4488"
NEW 4488" WATER	---	4488"
EXIST 4512" WATER	---	4512"
NEW 4512" WATER	---	4512"
EXIST 4536" WATER	---	4536"
NEW 4536" WATER	---	4536"
EXIST 4560" WATER	---	4560"
NEW 4560" WATER	---	4560"
EXIST 4584" WATER	---	4584"
NEW 4584" WATER	---	4584"
EXIST 4608" WATER	---	



## EXHIBIT B

### LIST OF LATECOMER PARTICIPANTS

2-7-2 1-1 Lot 100

3-7-35 Lot 0204

3-7-35 Lot 0900

3-7-35 Lot 0800 north of Iman Loop Road

3-7-35 1-4 Lot 0900

3-7-35 1-4 Lot 0800

3-7-35 1-4 Lot 0700

3-7-36 2-3 Lot 401

3-7-36 2-3 Lot 402

3-7-36 2-3 Lot 403

3-7-36 3-3 Lot 103

3-7-36 3-3 Lot 102

3-7-36 3-3 Lot 101

3-7-36 3-3 Lot 100

3-7-36 3-3 Lot 200

3-7-36 3-3 Lot 201

3-7-36 3-3 Lot 300

3-7-36 3-3 Lot 301

3-7-36 3-3 Lot 302

3-7-36 3-3 Lot 303

3-7-36 3-3 Lot 304

3-7-36 3-3 Lot 305

3-7-36 3-3 Lot 306

3-7-36 3-3 Lot 307

3-7-36 3-3 Lot 308

2-7-1 2 Lot 302

2-7-1 2 Lot 300

2-7-1 2 Lot 202

