

**Return Address:**

City of Stevenson  
PO Box 371  
Stevenson, WA 98648

Please Print or Type Information.

<b>Document Title(s) or transactions contained therein:</b>	
1.	Development Agreement for Road Construction
2.	
3.	
4.	
<b>GRANTOR(S) (Last name, first, then first name and initials)</b>	
1.	Mary E. Laufman & Charles D. Laufman
2.	Gail Collins & Carol Collins
3.	Colby Bennett
4.	Jay & Theo Hafford
[ ]	Additional Names on page _____ of document.
<b>GRANTEE(S) (Last name, first, then first name and initials)</b>	
1.	City of Stevenson
2.	
3.	
4.	
[ ]	Additional Names on page 8, Exhibit "C" of document.
<b>LEGAL DESCRIPTION (Abbreviated: I.E., Lot Block, Plat or Section, Township, Range, Quarter/Quarter)</b>	
A road lying in the Southeast Quarter of the Southeast Quarter of Section 35, Township 3 North, Range 7 East, Willamette Meridian, known as the Rock Creek Lane, a private road accessing the J. Hafford Short Short Plat, having a width of sixty (60) feet with thirty (30) feet on either side of the following described centerline: see Exhibit "A" for further details.	
[X]	Complete Legal on page _____ Exhibit "A".
<b>REFERENCE NUMBER(S) Of Documents assigned or released:</b>	
[ ]	Complete Legal on page _____ of Ord. _____ and Exhibit _____
<b>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</b>	
3-7-35-800, 801, 803, 804	
[ ]	Property Tax Parcel ID is not yet assigned. 10-2-05 <i>SM</i>
[ ]	Additional parcel #'s - see attachment
<b>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.</b>	

When Recorded return to:

Mary Ann Duncan-Cole  
City of Stevenson

**DEVELOPMENT AGREEMENT FOR ROAD CONSTRUCTION**

**THIS DEVELOPMENT AGREEMENT FOR ROAD CONSTRUCTION** (this "Agreement") is made and entered by and between THE CITY OF STEVENSON, a Washington Municipal Corporation (hereinafter "City"), and SKAMANIA HEIGHTS, LLC, a Washington limited liability company (hereinafter "Skamania Heights"), to be effective as of September 26, 2005 with reference to the following facts:

*MAC*  
**WHEREAS**, Skamania Heights is a Washington Limited Liability Company comprised of a real estate developer (Fred Rathbone) and an owner (CAM Development Inc.) of certain residential property located in the City of Stevenson abutting Osprey Ridge Lane, a private road in the City, and Clearview Lane, an undeveloped but identified future public right-of-way, as more particularly described by metes and bounds on **Exhibit "A"** attached hereto and incorporated herein by reference;

**WHEREAS**, the sections of Osprey Ridge Lane and Clearview Lane relevant to this agreement are described on Exhibit "A" attached hereto and incorporated herein by reference;

**WHEREAS**, Other property owners own property that abuts or lies beneath Osprey Ridge and Clearview Lanes, as further set forth on **Exhibit "B"** attached hereto and incorporated herein by reference. A Quit Claim Deed recorded as Auditor's file No. 2005158290 from property owners adjacent to Osprey Ridge Lane originally conveyed title to Osprey Ridge Lane to the City. This conveyance was premature, and City has reconveyed Osprey Ridge Lane to Skamania Heights pending the completion of construction. Meanwhile, Skamania Heights shall maintain this road as a private road with full privileges of ingress, egress and utilities to the grantors of the above deed during the duration of construction and until City approval and acceptance of the escrowed deed;

**WHEREAS**, City is a Washington Optional Code City (RCW 35A) and maintains public roads and rights of way for utilities and storm water management;

**WHEREAS**, in connection with Skamania Heights' development of their residential lots and as a condition of approval for CAM Development's and Colby Bennett's application for a Short Plat of their properties, the City, property owners and Skamania Heights have agreed to allow Skamania Heights to develop, design, construct and install a road to later be dedicated to the City (the "Project"), pursuant to the terms and provisions contained herein;

**WHEREAS,** The parties have estimated the financial cost in connection with the Project to be \$245,807.63 (the "Project Cost"), to be paid by Skamania Heights in the manner provided in this Agreement, and that did include roadway excavation, installation of base course and Class B asphalt with concrete curbs and gutters, concrete sidewalk, pedestrian ramps, stormwater inlets with signing and striping

**WHEREAS,** Skamania Heights shall obtain a performance bond from a surety and under terms approved by the City for the full Project Cost for the timely and workmanlike completion of the Project;

**WHEREAS,** RCW 36.70B.170 et. seq. permits City and Skamania Heights to enter into this Agreement for the development of the Project and the parties hereto desire to enter into this Agreement to reflect the terms and conditions with respect to the Project;

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, City, Skamania Heights and Property Owners agree as follows:

## **ARTICLE 1. EASEMENTS**

**1.1 Skamania Heights to Obtain Dedication Deeds.** Skamania Heights agrees that prior to commencing construction on the Project, it shall obtain and maintain from each property owner or their successors from any sale prior to completion of the project, good and sufficient deeds dedicating the property described in Exhibit "A" to the City, free and clear of all liens and encumbrances, including appropriate releases from security interest holders. Those deeds shall be maintained by an escrow to be established for this purpose with instructions to record the deeds upon the City's written acceptance of the Project.

**1.2 Private Road Easement.** Skamania Heights hereby grants and conveys to Gail Collins and Carol Collins, husband and wife, Jay Hafford and Theo Hafford, husband and wife, Charles Laufman and Mary E. Laufman, husband and wife, and Colby Bennett, and their successors and assigns, a non-exclusive easement for ingress, egress and utilities along and over Osprey Ridge Lane, as described on Exhibit "A", attached hereto.

## **ARTICLE 2. CONSTRUCTION**

**2.1 Designation of Field Project Manger.** Skamania Heights and City agree to make

regular inspections of the construction progress during construction of the Project. Skamania Heights designates \_\_\_\_\_ as its field project manager and City designates Lane Stettler, public works director, as its field project manager. Either may reasonably delegate his duties to other individuals, provided the other party is kept reasonably informed.

**2.2 Engagement of General Contractor.** Skamania Heights shall, within thirty (30) days after the date of this Agreement, designate the general contractor (the "Contractor") that will be responsible for the construction of the Project. Skamania Heights covenants that all work will be performed according to the City of Stevenson Engineering Standards for Public Works Construction, set forth in Ordinance No. 987 (and amendments thereof) and the engineering requirements contained therein.

**2.3.1 Notice to Other Party.** In the event either party becomes aware of field problems or contingencies that may affect the contracted engineering or construction of the Project, that party shall promptly notify the field project manager of the other party of the nature of the problem or contingency. The field project managers shall thereafter meet (at least telephonically or by email), and discuss a reasonable resolution of the problem or contingency.

**2.3 Time for Completion.** Skamania Heights shall complete the project on or before June 30, 2006.

### **ARTICLE 3. PAYMENT**

**3.1 Payment Responsibilities.** Skamania Heights's agrees to pay all contractors and subcontractors in full before the Project is complete and the City approves the Project.

**3.2 Default and Remedies.** . Skamania Heights failure to timely pay any contractor or subcontractor or to complete the project in a timely or workmanlike fashion, time being of the essence of this contract, shall constitute a default of this Agreement, except in the case of a reasonable delay in payment due to a good faith dispute with a contractor so long as Skamania Heights protects the property from any lien. In the event of default of performance, the City may, but is not obligated to, complete the Project and recover the costs to do so as damages. Thereafter, the City may proceed against the surety to recover its damages up to the full amount of the bond. In the event the bond is insufficient to cover the City's damages, it may recover any additional sums from Skamania Heights. In the event of failure to pay contractors or subcontractors, City may proceed against the bond to pay any liens that have attached or may attach to the property for any unpaid labor or materials contributed to the Project. City may, at its discretion, elect to sue Skamania Heights for specific performance.

#### ARTICLE 4. TERM AND TERMINATION

- 4.1 Term.** This Agreement shall be effective as of the date of the City's execution of this Agreement, and shall continue in effect until (a) City accepts the project and all dedication deeds have been recorded conveying good and sufficient title to the City of the property described in Exhibit "A" or (b) the termination of the Agreement as provided herein.
- 4.2 Termination by Mutual Agreement.** In the event that the parties shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated in said writing.

#### ARTICLE 5. MISCELLANEOUS

- 5.1 Preparation of Document.** The parties acknowledge this agreement was drafted by Kenneth B. Woodrich, Stevenson City Attorney, who represents the City's interest alone. Skamania Heights has retained Coni S. Rathbone of Davis, Wright, Tremaine as their own legal counsel who has provided Skamania Heights with legal advice and has negotiated modifications regarding this agreement.
- 5.2 General Rules of Construction.** The parties intend this agreement to anticipate foreseeable problems that may occur with respect to the Project to suggest a procedure to address them. It does not cover every eventuality, nor does it intend to. The parties recognize that good faith and fair dealing are essential to a harmonious working relationship. Regular and substantive communication about the project, its timing and its cost are also fundamental. In that vein, the parties agree to act diligently, exercise good faith, treat each other fairly, keep each other notified, and to be available at all times during the project. The parties agree this document is to be construed neutrally, suspending the usual rule of construction against the drafter

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CITY OF STEVENSON, WASHINGTON** a Washington Municipal Corporation

By: \_\_\_\_\_

David McKenzie, Mayor

Date \_\_\_\_\_

9-28-05

Attest:

\_\_\_\_\_

By Mary Ann Duncan-Cole, Clerk

Date \_\_\_\_\_

9/28/05

APPROVED AS TO FORM:

\_\_\_\_\_

By Kenneth B. Woodrich, City Attorney

Date \_\_\_\_\_

10-5-05

**SKAMANIA HEIGHTS, LLC**, a Washington limited liability company

By: \_\_\_\_\_

Date \_\_\_\_\_

9/28/2005

Its: \_\_\_\_\_


PRESIDENT


(Notary Blocks)

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

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.

Dated this 28<sup>th</sup> day of Sept, 2005.

  
PUBLIC in and for the State  
of Washington.  
My commission expires 8/20/08




STATE OF Washington )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that Charles Laupman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as President, as managing member of SKAMANIA HEIGHTS, LLC, a Washington limited liability company the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 28<sup>th</sup> day of September, 2005.



  
Carla J. Cosentino, NOTARY  
PUBLIC in and for the State  
of Washington.  
My commission expires: 8/20/08

APPROVED BY RESOLUTION OF THE STEVENSON CITY  
COUNCIL: 6/16, 2005

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF RIGHT OF WAY**

**Osprey Ridge Lane Legal  
w/diagram**

**Clearview Lane Legal  
w/diagram**

Unofficial  
Copy



Exhibit A

A road lying in the Southeast Quarter of the Southeast Quarter of Section 35, Township 3 North, Range 7 East, Willamette Meridian, known as the Rock Creek Lane, a private road accessing the J. Hafford Short Pat, having a width of sixty (60) feet with thirty (30) feet on either side of the following described centerline:

Commencing at the Southeast corner of said section 35;

Thence North  $03^{\circ}03'21''$  West along the East line of said Section 35, a distance of 617.16 feet,

Thence South  $86^{\circ}24'49''$  West, a distance of 41.60 feet to the intersect of the centerline said Rock Creek Lane and the West right of way line of Iman Cemetery Road and the True Point of Beginning;

Thence continuing along said centerline, along a curve concave to the north having a radius of 100.00 feet and a central angle of  $33^{\circ}35'10''$  and being subtended by a chord which bears North  $76^{\circ}47'36''$  West 57.78 feet, a distance of 58.62 feet;

Thence North  $60^{\circ}00'01''$  West, a distance of 29.35 feet to the beginning of a curve tangent to said line;

Thence along a curve concave to the south having a radius of 150.00 feet and a central angle of  $29^{\circ}59'59''$ , a distance of 78.54 feet;

Thence North  $90^{\circ}00'00''$  West, a distance of 26.55 feet to the beginning of a curve tangent to said line;

Thence along the curve concave to the south, having a radius of 150.00 feet and a central angle of  $24^{\circ}11'54''$ , a distance of 63.35 feet;

Thence South  $65^{\circ}48'06''$  West tangent to said curve, a distance of 353.08 feet to the terminus of said centerline of Rock Creek Lane.





**Exhibit A**

**Beginning at the Northeast corner of Lot 3 of the J. Hafford Short Plat, located in Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, and a point on the center line of Osprey Ridge Lane;**

**thence South 00°27'52" West, a distance of 241.02 feet to the True Point of Beginning;**

**thence South 00°27'52" West, a distance of 84.85 feet;**

**thence along a curve concave to the east having a radius of 45.00 feet and a central angle of 141°03'13" and being subtended by a chord which bears North 00°27'52" East 84.85 feet, a distance of 110.78 feet to a point of cusp which is the True Point of Beginning.**

**Containing 0.043 ACRES, more or less.**

Gary H. Martin, Skamania County Assessor  
Date 9/22/05 Parcel # 3-7-35-803+804

**Beginning at the Northwest corner of Lot 4 of the J. Hafford Short Plat, located in Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, and a point on the center line of Osprey Ridge Lane;**

**thence South 00°27'52" West, a distance of 33.01 feet to the True Point of Beginning;**

**thence South 00°27'52" West, a distance of 292.86 feet;**

**thence along a curve concave to the northwest having a radius of 45.00 feet and a central angle of 109°56'16" and being subtended by a chord which bears North 54°58'08" East 73.70 feet, a distance of 86.34 feet;**

**thence North 00°27'52" East, a distance of 271.64 feet;**

**thence South 70°41'11" West, a distance of 63.76 feet to the True Point of Beginning.**

**Containing 0.41 ACRES, more or less.**

HIDDEN RIDGE SHORT PLAT NO. 2  
LOT 3 OF THE J. HAFORD SHORT PLAT  
IN THE SE 1/4 OF THE SE 1/4  
OF SECTION 35, T3N, R7E, WM1  
CITY OF STEVENSON, WA

**LEGAL DESCRIPTION**  
Lot 3 of Reference 1, Short Plats

Two closed-loop hoppers were created: one large (Fig. 2a) of the 1.18-m<sup>2</sup> short-pitch long-tandem structure. A topmost 41.875- $\mu$ m<sup>2</sup> second-pitch section and a second segment was used to achieve closure, resulting in 116,000  $\mu$ m<sup>2</sup>. These hoppers were then mounted using the DCA method and related to the basis of bearing area.

## INTERVIEW

1. J. Hafford Street Flat Roof, 1. Page No. of Street Notes

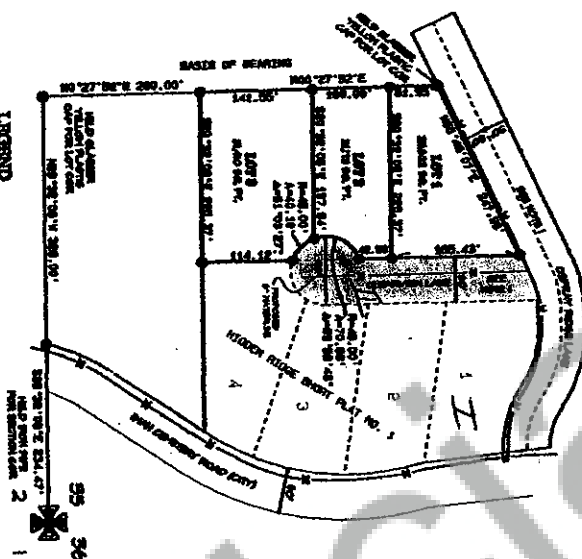
## SURVEY NARRATIVES

The reference 1 short pilot was held for control for the short pilot tested on the following third and fifth mornings. An item was for the 5th session of Session 20. A yellow plastic cap on an item used for the 5th session of Unit 2. A yellow plastic cap on an item used for the 1st session of Unit 2. A yellow plastic cap on an item used for the 1st session of Unit 2.

## NOTES

1. ORDER RIDGE LANE AND CLEAVERTON LANE TO BE DEDICATED TO CITY OF NEWARK

2. FOR THE PURPOSES OF CERTIFYING ROAD LANE AND OLD HIGHWAY LANE USE HEREIN UNDER § 86, NO. 1.



# LUGGERS

- Right, serving instrument
- Cuddled corner, not seat or head
- ( ) Plus or dead cell
- Not system plastic exp (TVC) significant "Real Design 107" on 510" roller
- of Day water has

But Design Co. failed to mention on its website that such an obvious "passive" design solution as a green roof, which would be an environmentally friendly, cost-effective option, was not being considered. "Green roofs, food crops, etc., are all viable options, but we didn't consider them," says Design Co. president, John J. DeGroot.

**BASIS OF BEARING**  
N00°27'52"E  
on per most line of Lot 1  
Reference 1 Short Pick





**BILL DESIGN  
COMPANY**  
10000 N. 10TH AVE. SUITE 100  
TAMPA, FL 33613-1000

NO.	REVISED	BY	DATE	REASON	BY	DATE

## SHORT PLAT

### FOR CAA DEVELOPMENT GROUP

STEVENSON, WASHINGTON

SHEET: 1 OF 1  
 PROJECT: 08003  
 DATE: SEP 2008

[illegible]

**EXHIBIT "B"**

**LEGAL DESCRIPTION AND OWNERSHIP OF PROPERTIES**

**Lien Release for Lot 801 (Collins)**

**Lien Release, Title Certificate, Reconveyance Deed for Lot 803**

**Lien Release, Title Certificate, Reconveyance Deed for Lot 804**

**Quit Claims from Bennett/Laufman to Skamania Hts. for Clearview Lane**

**Title Checks for Lots 803 and 804**

ITEMS ON FILE

w/ CITY

Unofficial Copy

EXHIBIT "C"

ITEMIZED COSTS FOR BONDING OF STREET WORK

Unofficial  
Copy

Costs for Bonding Subdivision Street  
Prepared for the City of Stevenson

Date: April 14, 2005  
By: BKR/KJB

Item Description	Quantity	Unit	Unit Price	Total Price
Roadway Excavation	1,450	CY	\$15.00	\$21,750.00
Crushed Surfacing, Base Course (10" thickness)	800	CY	\$40.00	\$32,000.00
Asphalt, Class B (3" thickness)	530	TON	\$60.00	\$31,800.00
Concrete Curb and Gutter	1,700	LF	\$15.00	\$25,500.00
Concrete Sidewalk	1,140	SY	\$35.00	\$39,900.00
Pedestrian Ramps	4	EA	\$750.00	\$3,000.00
Stormwater Inlets	4	EA	\$1,500.00	\$6,000.00
Signing & Striping	1	LS	\$1,500.00	\$1,500.00
Total Cost:				\$161,450.00

Mobilization @ 5%:

\$8,072.50

Assumed Length (LF):

850

Construction Cost per LF:

\$199

Rounded Construction Cost per LF:

\$200

Engineering & Surveying @ 25%:

\$42,381

Cost per LF including Engineering & Surveying:

\$249

Rounded Cost per LF:

\$250

Notes:

1. Assumed 850' total improvement length to account for cul-de-sac and one intersection.
2. Assumed 12" gutter width for pavement and rock calculations.
3. Assumed Local Residential street per Table 2.03(A) of the City of Stevenson Engineering Standards. (Assumes 32' wide road with 8' sidewalks.)
4. Assumed 3" asphalt over 10" crushed surfacing for roadway section per page 2-33 of City of Stevenson Engineering Standards.
5. Excavation quantity based on cross-sectional volume; does not account for cuts/fills required to build roadway.
6. Crushed surfacing under curb and gutter and sidewalk is incidental to these items.
7. Does not account for legal fees associated with acquiring Bond.

Contingency @20%

\$33,904.50

TOTAL

\$245,807.63