

When Recorded Return to:

City of Stevenson
PO Box 371
Stevenson, WA 98648

Document Title(s) or transactions contained therein:

1 **Latecomer's Agreement, White Cap Apt Sewer Extension**

2

3

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

1 **City of Stevenson**

2

3

4

[] Additional Names on page _____ of document.

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

1 **Leonard, April & Jacob**

3

4

[]

LEGAL DESCRIPTION (Abbreviated: Lot Block, Plat/Section, Township, Range, Qtr/Qtr)

[X] 1 **03-07-36-01-1600 Tax Parcel**

2

3

4

[] Complete Legal on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-07-36-01-1600

[] Property Tax Parcel ID is not yet assigned.

[]

REFERENCE NUMBERS(S) of Documents assigned or released

375 NW Gropper Road/White Cap Apt Sewer Extension

[] Additional Names 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.

SEWER MAIN (WHITE CAP APARTMENT) IMPROVEMENT LATECOMER REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this 3rd day of June 2010 is by and between the CITY OF STEVENSON, a Washington municipal corporation (hereinafter referred to as "CITY"), and APRIL AND JACOB LEONARD (hereinafter referred to as the APPLICANTS).

WHEREAS, the CITY as owners of sewer facilities being installed along Gropper Road, City of Stevenson, have made improvements to the sewer utility described in Exhibit A including a side sewer (service lateral) to the Leonard residence;

WHEREAS, the applicants have requested to delay their connection to the city sewer and have asked the CITY to establish a latecomers reimbursement agreement to provide for reimbursement of the construction costs of the side sewer (service lateral length of approximately 28 feet) serving their residential property at 375 NW Gropper Road (Tax Parcel 03-07-36-01-1600) to be paid when that connection to the sewer is made;

WHEREAS, the CITY's Public Works Director, using standard construction calculators, has determined the reimbursement amount at \$1,960;

WHEREAS, the affected property owners have been notified by certified mail of the proposed assessment area, the assessment share, and the owners' rights and options;

WHEREAS, RCW35.91 and SMC Chapter 13.04 permits the governing body of the City to contract with owners of real estate for the construction of certain utility improvements within their corporate limits and to provide for a period of not to exceed 15 years for the reimbursement by such owners and their assigns by any owner of real estate who did not contribute to the original cost of the utility improvements and subsequently connected their property within the reimbursement area.

NOW, THEREFORE, it is agreed as follows:

Section 1. City adopts the Sewer Main Assessment Reimbursement Area as shown on Exhibit A and which is hereby incorporated by this reference;

Section 2. Without limiting the foregoing, the following parcel(s) of real property and any future subdivisions thereof shall be subject to Latecomer Reimbursement Fees:

| <u>Present Owner</u> | <u>Parcel Number</u> |
|-------------------------|----------------------|
| April and Jacob Leonard | 03-07-36-01-1600 |

Section 3. City acknowledges that the said facility has been accepted as shown on the approved "Construction Drawings for the White Cap Sewer Line Extension with side sewers";

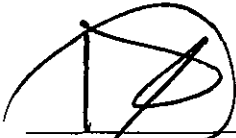
Section 4. For a period of fifteen (15) years from the date of the recording of this agreement with the Skamania County Auditor, any person, firm, or corporation owning or leasing real estate within this reimbursement area that will use the White Cap Apartment Sewer Main with sewer lateral as improved shall pay a one-time Latecomer Fee Of \$1,960 with their sewer connection application. The CITY shall collect the Latecomer Reimbursement Fee.

Section 5. Upon receipt of any Latecomer Reimbursement Fee hereunder, CITY shall transfer SAME to the City's Sewer Utility Account.

Section 6. The CITY acknowledges that the APPLICANT makes no guarantee that any fees will materialize as contemplated by this agreement.

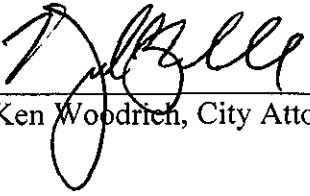
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the date first-above written.

FOR THE CITY:



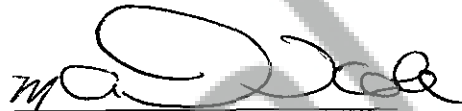
David M. McKenzie
Mayor

APPROVED AS TO FORM:



Ken Woodrich, City Attorney

ATTEST:



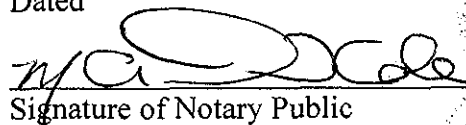
Mary Ann Duncan-Cole
City Administrator

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that David M. 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

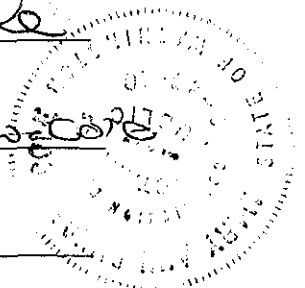
~~Sept 26~~, Dec 17, 2009
Dated



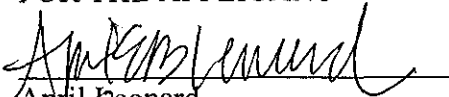
Signature of Notary Public

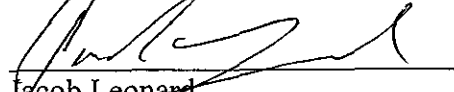
Mary Ann Duncan-Cole
Name Printed

Sept 26 2010
My Appointment Expires



FOR THE APPLICANT


April Leonard


Jacob Leonard

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that April and Jacob Leonard, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the owners of the property described as 03-07-36-01-1600 to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

JUNE 2 2010
Dated


Signature of Notary Public

Mary Ann Deneen
Name Printed

9/26/2010
My Appointment Expires

