

AFTER RECORDING RETURN TO:

City of Stevenson  
PO Box 371  
Stevenson, WA 98648

**AGREEMENT FOR DEFERL OF FRONTAGE IMPROVEMENTS**

Grantor(s): First Baptist Church of Stevenson

Grantee: City of Stevenson

Legal Description: *See Exhibit A*

Tax Parcel Number: 03-07-36-2-4-1200 *Ad 200 all*

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of June, 2011, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," and FIRST BAPTIST CHURCH OF STEVENSON, 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 has sought approval of a conditional use permit within the city of Stevenson pertaining to said property; and

WHEREAS, conditions of said permit approval include the construction of frontage improvements by the OWNER to NW Roosevelt Street, as follows:

1. Installation of half-street frontage improvements including street, sidewalk, and/or drainage infrastructure pursuant to City of Stevenson standards ;
2. Engineering and surveying of said roadway prior to improvements.

WHEREAS, OWNER has requested a deferral of said frontage improvements, and the Director of Public Works for the CITY, has determined as follows:

1. The installation of frontage improvements required for the development could be more safely, efficiently and effectively implemented if done concurrently with the installation of downhill improvements along the same street frontage.

WHEREAS, as a condition of granting deferral of said frontage improvements, the OWNER agrees to participate in any local improvements, or 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 frontage improvements for a conditional use permit filed with the CITY OF STEVENSON under Permit Number CUP2010-05.
2. In consideration therefore, and pursuant to RCW 35.42.182, 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 along NW Roosevelt Street, 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 NW Roosevelt Street is transferred to another municipality, the CITY may assign its rights under this Agreement to such municipality.
4. 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.
5. This Agreement shall not be construed to waive any requirement under current ordinance, resolution, standards, Conditional Use Permit Number CUP2010-05, 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.

6. This Agreement shall be effective for a period of ten (10) years from the date of recording.
7. 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.

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

CITY OF STEVENSON:

By: Frank W. Cox  
 Frank Cox  
 Mayor

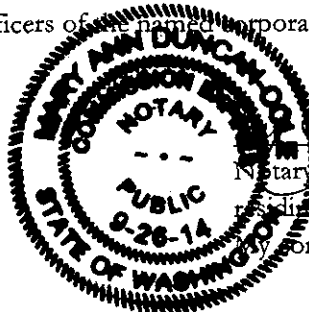
OWNER:

By: John F. Goodman  
 Board Member

APPROVED AS TO FORM:

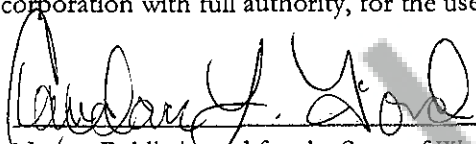
By: Ken Woodrich  
 Ken Woodrich  
 City Attorney

On this 21 day of June, 2011, personally appeared before me Frank Cox 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.



Mary Ann Duncanson  
 Notary Public in and for the State of Washington,  
 residing at Novato, CA  
 Commission expires: 9/26/2014

On this 30<sup>th</sup> day of June, 2011, personally appeared before me  
John Goodman 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 Steverson  
My commission expires: 12/29/12

Unofficial Copy

EXHIBIT 'A'

PARCEL I

Lots 1, 2, 3, 4, 5, 6 & 7, Block 1 of the Upper Cascade Addition, according to the recorded plat thereof, recorded in Book A of Plats, Page 69, in the County of Skamania, State of Washington.

PARCEL II

Lots 1, 2, 3, 4, 5, 6, & 7, Block 4, of the Roselawn Extension according to the recorded plat thereof, recorded in Book A of plats, Page 65, in the County of Skamania, State of Washington.

Except that portion conveyed to Leo Allen etux by instrument recorded in Book 73, Page 308.

PARCEL III

A tract of land located in Roselawn Extension according to the official plat thereof on file and of record of Page 65 of Book A of Plats, Records of Skamania County, Washington, described as follows:

Beginning at a point on the East line of Block 4 of said Roselawn Extension, 5.20 feet North 36°03'31" West of the Southeast Corner of said Block 4; Thence North 36°03'31" West along the Easterly line of said Block 4, 126.80 to the Northeaster Corner of Lot 6 of said Block 4; Thence North 89°48'58" East 61.71 feet to the Southeast Corner of Lot 7 of said Block 4; Thence South 36°03'31" East along the West line of Block 5 of said Roselawn Extension 96.08 feet to a point that bears North 60°09'26" East from the Point of Beginning; Thence South 60°09'26" West 50.30 feet to the Point of Beginning.

Except that portion conveyed to Bob Barnes etux, by instrument, recorded in Book 73, Page 309.

Irrevocably bound as one Legal Parcel of Record.