

RETURN ADDRESS
First Independent Real Estate LLC
1220 Main Street, Suite 500
Vancouver, WA 98660

Document Title(s): Order Number: V612815839mm
Right of Way Use Permit

Reference Number(s) of related documents:

Grantor(s): (Last name, First name and Middle Initial)
City of Stevenson, Public Works Department

Grantee(s): (Last name, First name and Middle Initial)
First Independent Real Estate LLC

Trustee:
n/a

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)
Ptn of Blk 9 Town of Stevenson and a ptn of Block 8 Riverview Addn to the
Town of Stevenson

Assessor's Property Tax Parcel/Account Number:
03073644300000 *Sw* *✓*

Melissa A Miller



City of Stevenson
Public Works Department

(509)427-5970

No. 11-08

7121 E Loop Road, PO Box 371
 Stevenson, Washington 98648

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 03-07-36-4-4-3000-00

Address: 167 NW 2nd Street, Stevenson, WA 98648

Findings:

- An ALTA/ACSM Land Title Survey of the Property, prepared by Millman Surveying Inc. for Sterling Savings Bank for the property which is currently owned by First Independent Real Estate LLC, and is located at 167 NW Second Street identified a building encroachment (1.5' x 95.5') over the City of Stevenson Right of Way line (Attachment A).
- Neither First Independent Real Estate LLC, Sterling Savings Bank nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1956 before the City established a building department with the authority to review and inspect new construction.
- The building has been occupied by First Independent Bank or its predecessor (Columbia Gorge Bank) on this site for fifty-five years.
- The business provides essential banking services to the community including community reinvestment services.
- First Independent Real Estate LLC and its successors will commit to removing the encroachment if the building or any portion of the building that is in the encroachment were to be replaced. Normal repairs and alterations may be made, but the building may not be enlarged or extended in to the encroachment.
- The City has determined that the present lease value for the area described (143.25 square feet) for bare commercial land is approximately \$1.50 per square foot for a total lease value of \$18.00 per month. The City finds that the benefits derived from banking services and community reinvestment exceeds that lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): First Independent Real Estate LLC
its successors and assigns

To: Continue the building encroachment of a 1.5' x 95' portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. First Independent Bank Real Estate LLC (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

FIRST INDEPENDENT REAL ESTATE LLC

By: David H Bristol, manager
Signature

DAVID BRISTOL
Name (Printed)

Sam Thau
City of Stevenson, Public Works Director

Frank D. Goff
City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date 1/12/12

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.

