



AFTER RECORDING RETURN TO:

City of Stevenson  
PO Box 371  
Stevenson, WA 98648

**AGREEMENT FOR DEFERAL OF FRONTAGE IMPROVEMENTS**  
**FOR Remi Short Plat/Lasher LLC**

Grantor(s): Lasher, LLC  
Grantee: City of Stevenson  
Legal Description: ***See below.***  
Tax Parcel Number: 03-07-36-3-4-5800

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of May, 2020, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," and Lasher, LLC, 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, Lasher has applied to CITY for approval of Short Plat No. SP2016-01 referred to herein as "the Remi Short Plat" within the City of Stevenson pertaining to said property;

Which, after the Remi Short Plat recording will be known as:

***Lot 2 and Lot 3 of the Remi Short Plat***

WHEREAS, the short plat is located along Lasher Street, a substandard street of the City;

WHEREAS, improvement to Lasher Street is not required as prerequisite to the approval of the Remi Short Plat;

WHEREAS, as a condition of approval of the Short Plat, and as provided in the Final Order of the Hearing Examiner of the City of Stevenson dated December 21, 2016, 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 improvement of Lasher Street;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The CITY hereby defers the requirement to improve Lasher Street for a short plat filed with the CITY OF STEVENSON under Permit Number SP2016-01.
2. In consideration therefore, and pursuant to RCW 35.43.182, OWNER hereby waives any and all right under RCW 35.43.180 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 improvements to Lasher Street, insofar as said improvement districts include within its area the above described property.. 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, as provided in RCW 35.43.182 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 Lasher 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, Short Plat Approval Number SP2016-01, 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 associated with Lasher Street.
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.

[Signatures appear on next page. Remainder of page intentionally left blank.]

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

CITY OF STEVENSON:

By: [Signature]  
Scott Anderson  
Mayor

APPROVED AS TO FORM:

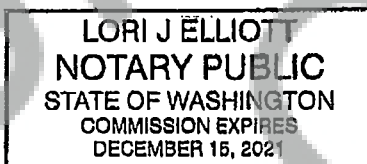
By: \_\_\_\_\_  
James L. Kacena  
Acting City Attorney

OWNER:

By: [Signature]  
Its: Member  
Date: 5-14-2020

Lasher, LLC

On this 14 day of May, 2020, personally appeared before me David M McKenzie 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.



[Signature]  
Notary Public in and for the State of  
Washington, residing  
at Stevenson

My commission expires: Dec 15, 2021

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

CITY OF STEVENSON:

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

Scott Anderson

Mayor

APPROVED AS TO FORM:

By: *James L. Kacena*  
James L. Kacena  
Acting City Attorney

OWNER:

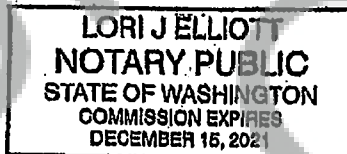
By: *[Signature]*

Its: Member

Date: 5-14-2020

Lasher, LLC

On this 14 day of May, 2020, personally appeared before me David M. McKenzie 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.



*[Signature]*

Notary Public in and for the State of  
Washington, residing

at Stevenson

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**Exhibit A – Legal Description**

A tract of land in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Quarter Corner of the South line of said Section 36; thence East 77.4 feet; thence North 3° 30' West and 125 feet to the point of beginning of the tract hereby conveyed; thence from said initial point North 3° 30' West 220.6 feet; thence North 74° West 155 feet; thence South 11° 19' East to a point which is due West of the initial point of the tract hereby conveyed; thence due East to said point or the point of beginning of the tract hereby conveyed, the land hereby conveyed being the northerly 220.6 feet of the tract of land conveyed by J.P. Gillette et al, to Clara McCafferty by deed recorded at page 399, Book "K" of Deeds, records of said Skamania County.