

AFTER RECORDING RETURN TO:

City of Stevenson
PO Box 371
Stevenson, WA 98648

AGREEMENT FOR DEFERRAL OF IMPROVEMENTS

Grantor(s): Nathan Nalevanko
Grantee: City of Stevenson
Legal Description: See Exhibit A
Tax Parcel Number: 03-07-35-4-4-0812-00

THIS AGREEMENT is made and entered into this 10 day of October, 2022, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," and Nathan Nalevanko, hereinafter referred to as "OWNER."

WHEREAS, OWNER is the recorded owner of the following described property located within the city of Stevenson, Washington, described as Lot 4 IMAN LOOP S/P #2006160461. The full description is attached here as Exhibit A, and more fully described on Exhibit "A" attached hereto and by this reference fully incorporated herein.

WHEREAS, OWNER has sought Certificate of Occupancy within the city of Stevenson pertaining to building a Single Family Residence upon said property; and

WHEREAS, conditions of said approval include the construction of frontage improvements by the OWNER, as follows:

1. All portions of a driveway within 30 feet from edge of paved roadway shall be surfaced with a minimum 2" Class A HMA, or suitable alternative, over 6" compacted aggregate base.;

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 after the issuance of Certificate of Occupancy.

WHEREAS, as a condition of granting deferral of said improvements, the OWNER agrees to construct said frontage improvements within one (1) year of the date of this agreement;

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

1. The CITY hereby agrees to defer the installation of frontage improvements for the Application of Improvement Permit filed with the CITY OF STEVENSON under Permit Number CS21-095.
2. The OWNER hereby agrees to construct the frontage improvements, as required in the current version of the City of Stevenson Engineering Standards, within one (1) year of the date of this agreement.
3. 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 and any sums owed pursuant to this agreement shall appear as a lien on the subject property.
4. This Agreement shall not be construed to waive any requirement under current ordinance, resolution, standards, CS21-095, 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.
5. If the frontage improvements as described herein are not complete by the expiration of this agreement, CITY shall perform the work to complete the improvements and OWNER shall be liable to repay CITY for CITY's full cost to do the work, including labor at CITY's fully burdened rate plus applicable taxes, materials plus applicable taxes, equipment costs and all other costs CITY incurs doing the work. Alternatively, CITY may contract with an outside contractor to do the work at prevailing wages and OWNER shall be liable to reimburse CITY for those costs.
6. This Agreement shall be effective for a period of one (1) year from the date of recording.
7. Survival of covenant. OWNER and OWNER's successors-in-interest acknowledge and understand that OWNER's covenant to repay CITY for completing the improvements

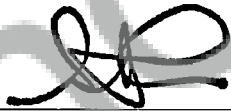
shall survive the expiration of this agreement and shall continue for the applicable statute of limitations period.

8. In the event litigation is filed to enforce the terms of this agreement or collect any sums owed, the prevailing party at trial or on appeal shall be entitled to its attorney fees, costs and disbursements.
9. 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 this Agreement on the day and year first above written.

CITY OF STEVENSON:

By: _____



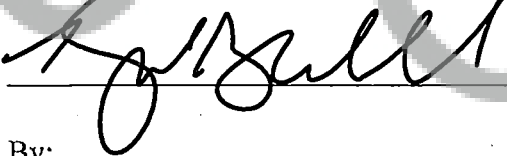
Scott Anderson, Mayor

OWNER(S):



Nathan Nalevanko

APPROVED AS TO FORM:



By: _____

Kenneth B Woodrich, PC
City Attorney

[Notary acknowledgments appear on next page]

STATE OF WASHINGTON)

) ss:

County of Skamania)

On this 3 day of November, 2022, personally appeared before me Nathan Balvenko 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.



Anders C Sorestad

Notary Public in and for the State of Washington, residing

at 7121 E Loop Rd

My commission

expires: 2-29-2024

STATE OF WASHINGTON)

) ss:

County of Skamania)

On this ____ day of _____, 20____, personally appeared before me _____ 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 _____

My commission

expires: _____

EXHIBIT "A"

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at a point on the North Right-of-Way of Loop Road, also being the Southernmost common corner of Lot 2 and Lot 3 of the IMAN LOOP Short Plat, recorded under Auditor File Number 2006160461;

Thence Northerly along the common line of Lot 2 and Lot 3 North $05^{\circ} 32' 04''$ West, a distance of 150.90 feet;

Thence along the North boundary of said Short Plat the following courses;

North $89^{\circ} 12' 20''$ West, a distance of 435.06 feet; thence North $02^{\circ} 33' 32''$ West, a distance of 125.12 feet; thence South $68^{\circ} 01' 18''$ West, a distance of 343.37 feet to the Point of Beginning;

Thence South $08^{\circ} 48' 10''$ East, a distance of 151.57 feet;

Thence South $49^{\circ} 47' 19''$ East, a distance of 164.06 feet to a point on the North Right-of-Way of Loop Road and the beginning of a curve concave to the southeast having a radius curve of 730.00 feet and a central angle of $10^{\circ} 27' 11''$ and being subtended by a chord which bears South $53^{\circ} 35' 48''$ West 133.00 feet; thence along said Right-of-Way southwesterly along said curve, a distance of 133.18 feet;

Thence South $48^{\circ} 22' 13''$ West tangent to said curve, a distance of 174.81 feet to the beginning of a curve tangent to said line;

Thence southwesterly a distance of 88.42 feet along the curve concave to the northwest, having a radius of 470.00 feet and a central angle of $10^{\circ} 46' 43''$ and being subtended by a chord which bears South $53^{\circ} 45' 34''$ West, a distance of 88.29 feet;

Thence North $30^{\circ} 51' 05''$ West, a distance of 10.00 feet to the beginning of a curve concave to the north having a radius of 460.00 feet and a central angle of $18^{\circ} 26' 53''$ and being subtended by a chord which bears South $68^{\circ} 22' 22''$ West, a distance of 147.47 feet; thence southwesterly along said curve, a distance of 148.11 feet;

Thence North $02^{\circ} 03' 53''$ West, a distance of 531.57 feet;

Thence South $33^{\circ} 38' 20''$ East, a distance of 125.68 feet;

Thence South $59^{\circ} 59' 21''$ East, a distance of 88.00 feet;

Thence North $60^{\circ} 14' 07''$ East, a distance of 119.83 feet;

Thence North $34^{\circ} 00' 25''$ East, a distance of 128.65 feet to the Point of Beginning.