

AFTER RECORDING RETURN TO:


City of Stevenson
PO Box 371
Stevenson, WA 98648

AGREEMENT FOR DEFERRAL OF IMPROVEMENTS

Grantor(s): **Ronald Richards and Terry Steeves**

Grantee: City of Stevenson

Legal Description: ***See Exhibit A***

Tax Parcel Number: **03-07-36-1-4-2090-00** 

THIS AGREEMENT is made and entered into this ____ day of April, 2023, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," and **Ronald Richards and Terry Steeves**, 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"

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

Lot 1 & Lot 2 of the Richard-Steeves Short Plat

WHEREAS, OWNER has sought approval of a short plat within the City of Stevenson pertaining to said property; and

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

1. Installation of municipal sanitary sewer improvements consistent with City of Stevenson standards in effect at the time of installation;

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 improvements, 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 the short plat filed with the CITY OF STEVENSON under Permit Number SP2023-02.
2. In consideration therefore, and pursuant to RCW 35.43.182, 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, 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 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.

4. 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.
5. Further, in the event that jurisdictional authority over the improvements in the Plan of Service are transferred to another municipality, the CITY may assign its rights under this Agreement to such municipality.
6. 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.
7. This Agreement shall not be construed to waive any requirement under current ordinance, resolution, standards, Short Plat Approval Number SP2023-02, 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.
8. If the Plan for Service in Exhibit "C" is not complete by the expiration of this agreement, then OWNER agrees, at OWNER's option, to pay to CITY OWNER's proportional share of the cost of improvements to be made per the Plan for Service, complete the Plan for Service at OWNER's expense with Latecomer's rights, or, provide a new 10-year Agreement for Deferral of Improvement under terms identical to this agreement with a new effective date to be upon the termination of this agreement.
9. This Agreement shall be effective for a period of ten (10) years from the date of recording.
10. It is understood and agreed by the parties hereto 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 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.

STATE OF WASHINGTON)
)
County of Skamania)

ss:

On this 24th day of May, 2023, personally appeared before me Ronald Richards 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 Soresstad

Notary Public in and for the State of Washington, residing at 7121 E Loop Road

My commission expires: 2-29-24

STATE OF WASHINGTON)
)
County of Skamania)

ss:

On this 24th day of May, 2023, personally appeared before me Terry Steeves 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.



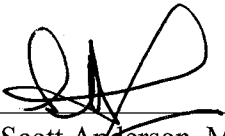
Anders C Soresstad

Notary Public in and for the State of Washington, residing at 7121 E Loop Rd

My commission expires: 2-29-24


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):


Ronald Richards


Terry Steeves

APPROVED AS TO FORM:

By: 
Robert C. Muth
City Attorney

[Notary acknowledgments appear on next page]

NEW LEGAL DESCRIPTION

FOR

TAX PARCEL NO. (03-07-36-1-4-2090-00)

November 22, 2019

This boundary line adjustment is exempt
from City and State platting regulations as
provided by RCW 58.17.040(6).


Stevenson Planning Administrator

A portion of Lot 1 of STEVENSON PARK ADDITION, according to the recorded plat thereof, recorded in Book A of Plats, Page 38, in the County of Skamania, State of Washington, described as follows:

Commencing at the Southwesterly corner of said Lot 1; thence following the Westerly line of the said Lot 1, Northwesterly a distance of 170 feet (Meas. North 24°37'58" West, 171.50 feet to a 5/8-inch iron rod with a yellow plastic cap inscribed, "KA OR59002LS KA WA42690LS" and the Point of Beginning of the tract hereby described; thence at a right angle in a Northeasterly direction (Mea. North 65°10'12" East, 114.92 feet to a 5/8-inch iron rod with a yellow plastic cap inscribed, "KA OR59002LS KA WA42690LS"; thence continuing North 65°10'12" East, 39.19 feet, more or less to intersect with the center of Kanaka Creek; thence following the center of Kanaka Creek in the Northwesterly direction to a point located 150 feet South of the North line of said Lot 1; thence West (Meas. North 89°09'59" West, 126.74 feet, more or less, to the Easterly right-of-way of Kanaka Creek Road, as per right-of-way map, Kanaka Creek Road and NW Gropper Road to E Loop Road Improvement Plan, dated 2015; thence in a Southeasterly direction following the Easterly right-of-way of said Kanaka Creek Road, back to the Point of Beginning.

EXCEPTING THEREFROM: that portion lying Southerly of Line "A" as described in Segment "A" attached hereto.

SEGMENT "A" Line "A"

Commencing at the Southwesterly corner of Lot 1 of STEVENSON PARK ADDITION, according to the recorded plat thereof, recorded in Book A of Plats, Page 38, in the County of Skamania, State of Washington; thence following the Westerly line of said Lot 1, North 24°37'58" West, a distance of 171.50 feet to a 5/8-inch iron rod with a yellow plastic cap inscribed, "KA OR59002LS KA WA42690LS"; thence Northwesterly following the Easterly right-of-way line of County road known and designated as Kanaka Creek Road, per right-of-way map, Kanaka Creek Road and NW Gropper Road to E Loop Road Improvement Plan, dated 2015, over the following two (2) courses; 1) North 24°37'58" West, 74.10 feet to a point on a tangent curve concave Southwesterly having a radius of 598.00 feet; 2) thence Northwesterly along said tangent curve through a central angle of 18°39'04", an arc length of 194.66 feet, a chord which bears North 33°57'31" West, a chord length of 193.80 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "KA OR 59002LS KA WA42690LS" last said point being the Point of Beginning of Line "A"; thence North 61°53'13" East, 60.02 feet to a reference monument, being a 5/8-inch iron rod with a yellow plastic cap inscribed "KA OR59002LS KA WA42690LS", thence continuing North 61°53'13" East, 37.31 feet, more or less, to the center of Kanaka Creek, and the Terminus of Line "A".

Skamania County Assessor 

Date: 12-3-19 Parcel# 03073614209000

RichardSteeves Short Plat
Exhibit C - Sewer Line Extension

Legend

- Approximate Fair Share sewer mainline
- Approximate Lot Lines
- Existing City Sewer Mainline
- Plan for Service City Sewer Mainline



Google Earth

Jan 13 2014 10:15:15 AM PST