

When Recorded Please Return to:

City of East Wenatchee Community Development Department
271 9th Street NE
East Wenatchee, WA 98802

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, is not to be relied upon for any other purposes, and shall not affect the intent of any warranty contained in the document itself.

Document Title: Concomitant Improvement Agreement

Reference Number(s) of Documents Released: APN 3185397

Reference Number(s) of Related Documents:

Grantor: George S. and Marisa K. Chang

Grantee: City of East Wenatchee

Legal Description: A portion of the SW ¼ of Section 12, Township 22 N. 20 E.W.M. , East Wenatchee in Douglas County, Washington

Additional Legal description found on Exhibit A of the document

Parcel Number(s): 22-20-12-30-059, and 22-20-12-30-072

CONCOMITANT IMPROVEMENT AGREEMENT

This Agreement is made this 14th day of April, 2015, between George S. and Marisa K. Chang, "Owner" and the City of East Wenatchee, "City", in accordance with the provisions of EWMC 15.48.130 and 140 and is based upon the following facts and matters agreed to by the parties and shall remain in effect for fifteen (15) years:

A. Owner owns property located at 684 3rd St. NE, East Wenatchee, Washington and has applied to the City for permits to construct a 5-unit apartment complex under East Wenatchee File No. CUP 2014-01 and BP#1897.

B. East Wenatchee Municipal Code Chapter 15.48 and 16.12 require the developer to construct ½ street road improvements including curb, gutter, sidewalk and a street pavement patch along 3rd Street NE adjacent to the subject property.

C. On March 31, 2015 a notice of public hearing regarding the request for the deferment of public improvements was published in the Wenatchee World.

D. A public hearing was held by the East Wenatchee City Council on April 14, 2015. No comments were offered regarding the proposal.

E. The execution of this Agreement was authorized by the City Council of the City of East Wenatchee at their regular meeting of April 14, 2015.

F. Currently, curb, gutter, sidewalks do not exist on the block of 3rd St. NE adjacent to the subject property. Constructing the required improvements at the present time would create a serious safety hazard since compatible improvements have not yet been installed in the right-of-way fronting the neighboring properties.

G. The proper vertical or horizontal alignment for the required improvements cannot be determined because the streets from which the alignment must be determined do not have the correct alignments.

H. Constructing the required improvements in the proper vertical and horizontal alignment will cause the new improvements to function improperly or unsafely with existing connecting improvements.

I. The subject property is a not a corner lot, and there are no existing permanent right-of-way improvements similar to the standards required by this chapter on the same side of the adjacent right-of-way within 100 feet of the subject property.

J. Construction of the required improvements at this time would not provide a useful link in the transportation and storm water system.

K. The installation of the curb and gutter on 3rd St. NE at this time could adversely impact the public safety of those streets.

L. The parties agree that the City could require the improvements to be made now, but agree to postpone the requirement for the placement of these improvements until such future time as the improvements are requested to be constructed by the City.

NOW, THEREFORE,

1. Owner agrees that in lieu of constructing improvements now or bonding in an amount necessary to construct curb, gutter, sidewalk, stormwater and pavement transition with existing pavement ("Improvements") for ½ width street improvements along the entire frontage of 3rd St. NE as described in the Notice of Decision for CUP 2014-01.
2. Owner agrees that all of the aforesaid Improvements shall be constructed at the Owners expense.
3. The Improvements shall be as specified by the City at the time of construction and located in the area along the frontage of the property described in Exhibit A as specified by the City at the time of construction.
4. The City agrees that by entering into this Agreement the Owner will not be required to post a construction bond as a pre-condition to the issuance of development

permits of final occupancy by the City to the Owner provided that Owner's application permits are otherwise permissible.

5. This Agreement shall be filed of record with the Douglas County Auditor, shall run with the land, and be binding upon the Owners' heirs, successors and assigns.
6. In the event litigation is required to enforce the terms and requirements of this Agreement, the prevailing party in any such litigation shall be entitled to its costs and reasonable attorney's fees.
7. Owner understands that the costs associated with the improvements have been based upon an estimate prepared by the Owner's contract engineer. The cost of the Improvements has been estimated at \$31,000. A detail of the estimate is attached as Exhibit B and by this reference made a part herein as if set forth in full.
8. Owner agrees that the estimated cost shall be adjusted upward based upon a 2.5% per year inflation factor. The cost of the Improvement shall be the lesser of:
 - a. The estimated cost plus the inflation factor; or
 - b. The fair share based upon an approved Local Improvement District (LID); or
 - c. The actual cost for the Improvements as constructed by the City.
9. The City agrees that it will provide the Owner with 6 months advance notice that the Improvements will be constructed. Owner agrees to pay the cost of the Improvements within 30 days of project completion and submittal by the City of a bill itemizing the cost of said Improvements.
10. The Improvements shall be constructed by the City and the cost reimbursed by the Owner as provided above. PROVIDED, the Owner has the discretion to install said improvements at any time if the City approves the plans and specifications.
11. In the event the City forms a Local Improvement District (LID) to fund the cost of the Improvements, the Owner agrees not to contest the creation of the LID.
12. The legal description of the property subject to this Agreement is marked as Exhibit A attached hereto and by this reference made a part herein as if set forth in full.


CITY OF EAST WENATCHEE

BY:



Steven C. Lacy, Mayor

ATTEST/AUTHENTICATED BY:



City Clerk, Dana Barnard

OWNER

George Chang
George S. Chang
Date: 4-1-15

Marisa K. Chang
Marisa K. Chang
Date: 4-1-15

CERTIFICATE OF ACKNOWLEDGMENT

State of Washington }
County of Douglas } ss.

On this day personally appeared before me **George S. Chang** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 1st day of April, 2015.

Alicia A Perkins

NOTARY PUBLIC in and for the State of Washington, residing at East Wenatchee



CERTIFICATE OF ACKNOWLEDGMENT

State of Washington }
County of Douglas } ss.

On this day personally appeared before me **Marisa K. Chang** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 1st day of April, 2015.

Alicia A Perkins

NOTARY PUBLIC in and for the State of Washington, residing at East Wenatchee



Exhibit A

Legal Description

The Westerly one-half of the following described tract of land:

A tract of land lying and located in the Southwest quarter of the Southwest quarter of Section 12, Township 22 North, Range 20 E W.M. more particularly described as commencing at the South quarter corner of said Section 12; thence running West along the South line of said Section a distance of 1,495 feet; thence North and parallel with the East boundary line of the Southwest quarter of the Southwest quarter of said Section 12, a distance of 1,322.6 feet, more or less to a point on the North line of the South half of the Southwest quarter of said Section 12, which is the true point of beginning; thence West along said line a distance of 230 feet; thence South 189.4 feet; thence East 230 feet; thence North 189.4 feet to the true point of beginning.

Source: Statutory Warranty Deed AFN#3175893

Project: 684 3rd Street NE Frontage Improvements
 Agency: City of East Wenatchee
 Date: March 10, 2015
 Scope: Half street improvements along 105 foot frontage, Urban Arterial Roadway standard

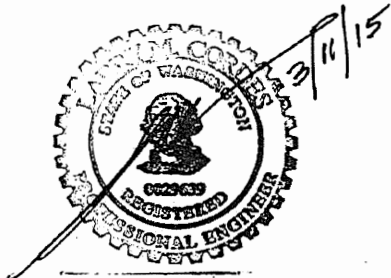
Engineer's Estimate

Item No.	Item Description	Quantity	Unit	Adjustment ¹	Engineer's Estimate	
					Unit Price ²	Amount
1	MOBILIZATION	1	L.S.		\$ 2,487	\$ 2,487
2	ROADWAY EXCAVATION INCL. HAUL	41	C.Y.		40.00	1,633
3	CEMENT CONC. TRAFFIC CURB AND GUTTER	105	L.F.		30.00	3,150
4	CRUSHED SURFACING BASE COURSE	120	TON		40.00	4,797
5	CRUSHED SURFACING TOP COURSE	72	TON		40.00	2,874
6	HMA CL. 1/2 PG 64-28	40	TON		140.00	5,595
7	CEMENT CONCRETE SIDEWALKS	64	S.Y.		60.00	3,850
8	CATCH BASIN - TYPE 1	1	EA	0.35	1,000.00	350
9	CORRUGATED PE STORM SEWER PIPE - 12 INCH DIA.	105	L.F.		25.00	2,625

Subtotal	\$	27,362
Contingency @ 10%	\$	2,736
Sales Tax @ 0.0% (included in bid items)	\$	-
Total	\$	30,098
<i>For budgeting purposes</i>	\$	31,000

¹Adjustment: Catch basin estimate prorated based on a 300 foot catch basin spacing: 105 ft/ 300 ft = 0.35
²Unit prices based on cost data from similar projects with adjustments to reflect 2015 dollars.

Prepared by:



Page 6 of 6

Exhibit B
Engineer's Cost Estimate