

Return Address: City Clerk
City of Bremerton
345 6th Street, Suite 600
Bremerton, WA 98337

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Frontage Improvements Agreement (without bond)
Reference Number(s) of Documents assigned or released: _____
Grantor(s): 1. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s): 1. <input type="checkbox"/> Additional names on page _____ of document.
Legal Description: (abbreviated) <input type="checkbox"/> Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number:
Project Name: _____

FRONTAGE IMPROVEMENTS AGREEMENT

WHEREAS the City of Bremerton requires certain land developments to include public and private improvements including, but not limited to curbs, gutters, and sidewalks, street lights, street widening and stormwater improvements, and pavement restoration, as a condition for plat, P.U.D., or building permit; approval; and

WHEREAS the undersigned, as owner of real property within the City of Bremerton, described in Exhibit "A" and attached hereto by reference herein, (hereinafter "Premises") has made application for land subdivision which requires future frontage improvements according to City of Bremerton Municipal Code.

NOW, THEREFORE, the undersigned owner (hereinafter “Owner”) and the City of Bremerton (hereinafter “City”), in consideration of the City’s approval of Owner’s project and the mutual covenants set forth herein, the parties do hereby promise and agree as follows:

1. Local Improvement District. Owners, by signing below, grant to the City of Bremerton a Limited Power of Attorney to include this Agreement as Owner’s consent to the formation of a Local Improvement District under RCW Ch. 35.43 for the construction of improvements on or abutting said property as described in Exhibit “B” encompassing all or part of the property described in Exhibit “A”, as part of any Notice of Petition or Resolution presented to or by the City, for the purpose of performing any of said improvements.

Owner agrees not to sign any petition to defeat a Local Improvement District formed by the use of this Limited Power of Attorney, except the Owner may protest the special benefit to the Premises.

This Limited Power of Attorney is irrevocable.

2. Construction of Improvements. Upon the City’s decision to have the improvements subject to this agreement constructed by the Owner rather than through a Local Improvement District, or the City’s inability to form a Local Improvement District, the Owner shall construct those improvements, described in Exhibit “B”, as directed by the City within six (6) months of notification by the City to construct said improvements, unless an alternative time has been mutually agreed upon. If the Owner fails to construct said improvements within the time described above, the City shall have the authority to construct said improvements and the costs of construction shall be assessed against the Owner and filed and recorded as a lien on the Premises under procedures for a mechanic and materialman’s liens.

3. Covenant. The undersigned further agrees that this Agreement and the promises made herein constitute a covenant running with the land and shall be binding upon the undersigned and their heirs, successors, and assigns, and that this Agreement shall be filed for record in the office of the Kitsap County Auditor.

4. Standards. Owner agrees to construct said improvements in compliance with City standards in effect at time of construction.

5. **Permits.** Owner shall obtain a Right-of-Way permit from the City for all work performed within the City Right-of-Way. Owner shall also obtain all other permits required to complete the improvements.

OWNER(S):

DATED: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this _____ day of _____, 20____, before me a Notary Public in and for the State of Washington, personally appeared _____ to me known to be the _____ of _____, a _____ corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of the corporation, for the uses and purposes mentioned in this instrument, and on oath stated that he/she/they was/were authorized to execute said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2012.

Notary Public in and for the State of
Washington, residing at: _____
My appointment expires: _____

CITY OF BREMERTON
ACCEPTED:

CHAL MARTIN
DIRECTOR OF PUBLIC WORKS & UTILITIES

APPROVED AS TO FORM:

ROGER LUBOVICH, CITY ATTORNEY

EXHIBIT A

EXHIBIT B