

**ORDINANCE NO.1123**

**AN ORDINANCE DE-ANNEXING CERTAIN AGRICULTURAL PROPERTY LOCATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF COLLEGE PLACE, WASHINGTON, OWNED BY TERRY M. BROWN, A MARRIED MAN AS HIS SEPARATE ESTATE, PURSUANT TO RCW 35A.16.080.**

**WHEREAS**, Terry M. Brown (hereinafter "Brown") is the sole owner of the following described property located within the territorial limits of the City of College Place (hereinafter "the City"):

Parcel 35-07-35-43-0057

Lot 2 of Short Plat recorded December 23, 1997, in Volume 3 of Short Plats at page 163, under Auditor's File No. 9712565, records of Walla Walla County, Washington.

Parcel 35-07-35-43-0052

Tract "B" of Short Plat recorded April 3, 1995, in Volume 3 of Short Plats at page 26, under Auditor's File No. 9503021, records of Walla Walla County, Washington.

and;

**WHEREAS**, the aforementioned property is classified as Farm and Agricultural land; and

**WHEREAS**, on January 29, 2015, Brown filed a good and sufficient petition with the City Council of the City of College Place praying that his aforementioned property be excluded from the incorporated area of the City; and

**WHEREAS**, such petition was accompanied by a drawing that outlines the boundaries of the territory sought to be excluded, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, a public hearing was held on such petition the 13<sup>th</sup> day of April, 2015, following notice and publication as required by RCW 35A. 16.080(3); and

**WHEREAS**, following the public hearing, the City Council directed staff to prepare an ordinance with appropriate conditions and provisions excluding the aforesaid property from City boundaries; and

**WHEREAS**, RCW 35A.16.080 was first enacted in 2005; and

**WHEREAS**, City Staff, in researching the subject of de-annexation, has determined that the Brown petition may well be one of the first in the State of Washington and, as a result, City

Staff found it necessary to go back to the City Council for guidance on certain unresolved issues surrounding the proposed de-annexation; and

**WHEREAS**, the City Council, at its regularly scheduled meeting on April 27, 2015, directed City Staff to provide in this ordinance that the aforesaid property remain subject to the City's existing bonded indebtedness subsequent to de-annexation and that this ordinance shall not take effect unless and until the petitioner, Terry M. Brown, executes an agreement with the City not to contest any application that might be made by the City to withdraw the aforesaid property from the City's Urban Grown Area (UGA) so that the acreage to be de-annexed can be relocated to a different area of Walla Walla County; and

**WHEREAS**, the City Council did, at its April 27, 2015, meeting direct that these aforementioned provisions be included in the proposed Ordinance to be submitted to Council at its May 11, 2015;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE DO ORDAIN AS FOLLOWS:**

**Section 1: Property De-Annexed.** That the following described property owned by the petitioner, Terry M. Brown, shall, subject to the performance that certain condition contained in Section 2. hereof, be excluded from the boundaries of the City of College Place, Washington, and no longer a part of the City.

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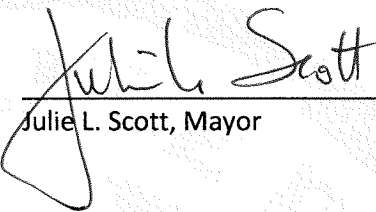
**Section 2: Condition to De-Annexation.** As a condition precedent to the de-annexation of the aforesaid property the petitioner shall first execute an agreement with the City, a copy of which is attached hereto as Exhibit "B," not to contest any application that might be made by the City to withdraw the aforesaid property from the City's Urban Grown Area (UGA) so that the acreage to be de-annexed can be relocated to a different area of Walla Walla County.

**Section 3: Property to Remain Subject to Bonded Indebtedness.** That the aforesaid property shall remain subject to the City's now existing bonded indebtedness subsequent to de-annexation.

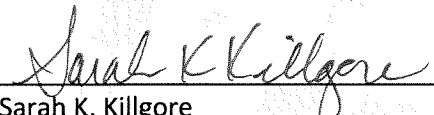
**Section 4: Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 5. Effective Date.** This ordinance shall not be published nor shall it have any force and effect unless and until the agreement specified in Section 2. hereof is executed. Thereafter it shall take effect and be in full force five (5) days after its passage and publication as provided by law.


**PASSED** by the City Council of the City of College Place, Washington, on the 11th day of May, 2015.

  
\_\_\_\_\_  
Julie L. Scott, Mayor

Attest:

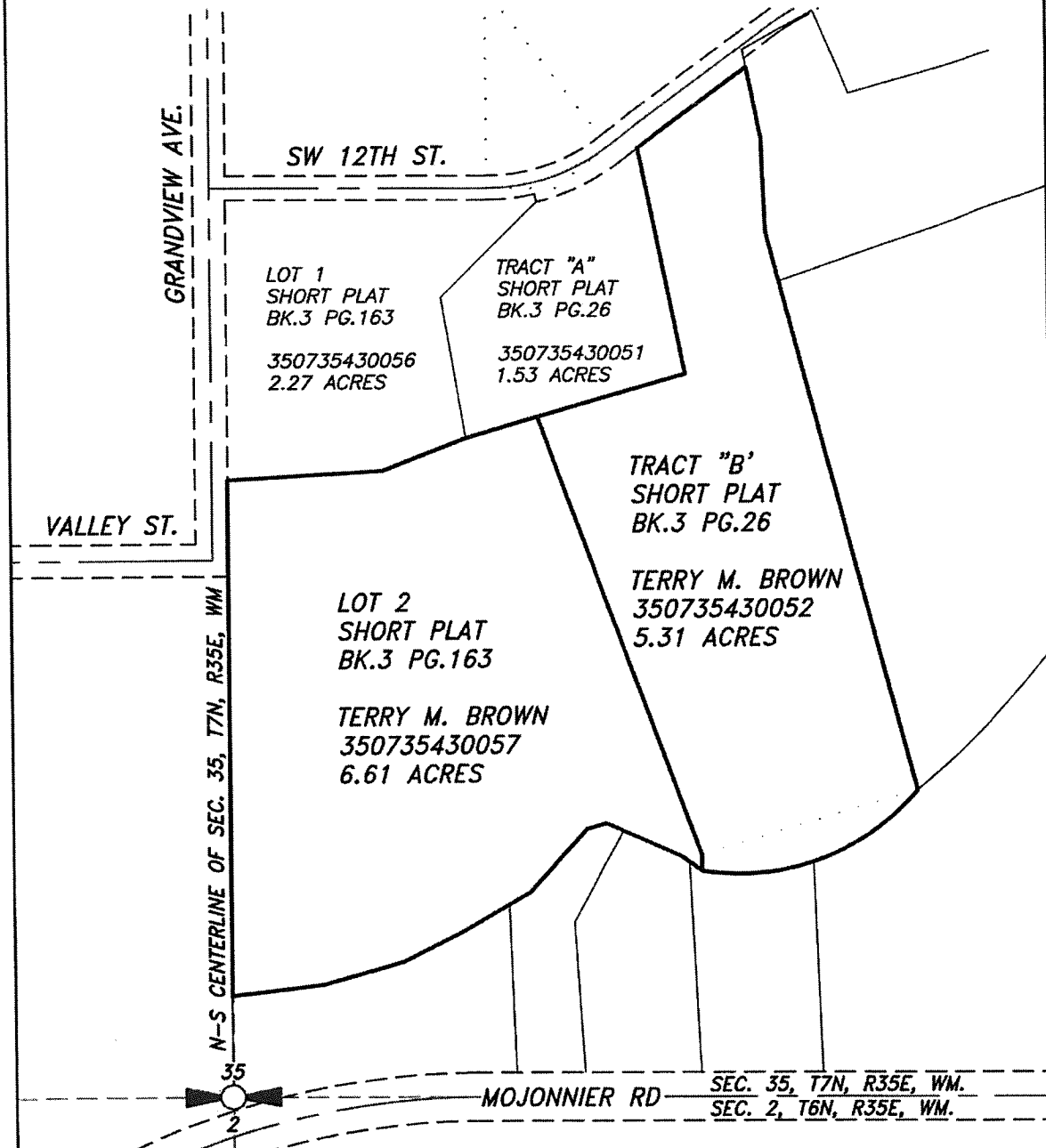
  
\_\_\_\_\_  
Sarah K. Killgore  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Charles B. Phillips  
City Attorney

**COLLEGE PLACE DE-ANNEXATION**

**EXHIBIT "A"**



**SURVEYOR'S CERTIFICATION**

I, LEROY D. WAGGONER, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY STATE THAT THIS EXHIBIT MAP CORRECTLY DEPICTS THE PARCELS DESCRIBED IN THE RECORD DOCUMENTS NOTED HEREON.

*Leroy D. Waggoner*  
LEROY D. WAGGONER, P.L.S. 34152

*4-7-2015*  
DATE



**EXHIBIT "B"**

**AGREEMENT NOT TO CONTEST APPLICATION TO WITHDRAW**

**PROPERTY FROM URBAN GROWTH AREA**

**THIS AGREEMENT** made the 11th day of May, 2015, by and between the City of College Place, a Washington State Non-Charter Code City (hereinafter "the City"), and Terry M. Brown (hereinafter "Brown").

**WHEREAS**, the City Council of the City of College Place has agreed to grant the petition of Terry M. Brown to de-annex Brown's agricultural property located within the City on the condition that Brown agree not to contest any application that might be made by the City to withdraw the aforesaid property from the City's Urban Growth Area (UGA) so that the acreage to be de-annexed can be relocated to a different area of Walla Walla County;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the parties do hereby agree as follows:

1. Brown agrees not to contest any application that might be made by the City to withdraw the aforesaid property from the City's Urban Growth Area (UGA) so that the acreage to be de-annexed can be relocated to a different area of Walla Walla County. This no contest agreement shall be binding of Brown's heirs, successors and assigns and shall constitute a covenant running with the land. Upon execution this agreement shall be recorded with the Walla Walla County Auditor.

2. Upon the execution of this agreement the City will publish an Ordinance De-Annexing the Brown agricultural property legally described as follows:

Parcel 35-07-35-43-0057

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3. Brown understands and agrees that the aforesaid property shall remain subject to the City's now existing bonded indebtedness subsequent to de-annexation.

4. Brown agrees to indemnify and hold the City harmless on any loss that may accrue to him and his successors in interest on account of loss of City services occasioned by the de-annexation including, but not limited to, loss of City fire protection and loss of City Police protection. Should any fees or assessments be charged to Brown or against his property relating to change in service providers the same shall be the responsibility of Brown and not that of the City.

5. This agreement is binding on the heirs, successors and assigns of the parties.

6. Brown shall reimburse the City \$163.35 for the cost of obtaining a title report to determine if there are any mortgages that should be made a party to this agreement.

7. The written terms and provisions of this Agreement shall supersede all prior communications, negotiations, representations or agreements, either verbal or written, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

8. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

DATED the day and year first above indicated.

THE CITY OF COLLEGE PLACE

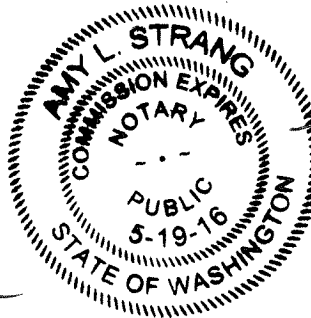
By Julie L. Scott  
Julie L. Scott, Mayor

Attest:

Sarah Killgore  
Sarah Killgore  
City Clerk

Approved as to Form:

Charles B. Phillips  
Charles B. Phillips  
City Attorney



Terry M. Brown  
Terry M. Brown

STATE OF WASHINGTON

COUNTY OF Walla Walla

On this day personally appeared before me Terry M. Brown, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged 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 seal of office this 14<sup>th</sup> day of May, 2015.

Amy L. Strang

Notary Public residing at Walla Walla My Commission Expires: 5/19/16