

RECORD AND RETURN TO: City of Quincy P.O. Box 338 Quincy, WA 98848

CITY OF QUINCY, WASHINGTON

ORDINANCE NO. 23-592

AN ORDINANCE UNDER RCW 35A.14.120 AND 36.70B.170 PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY TO THE CITY OF QUINCY, WASHIGNTON; COMMONLY KNOWN AS THE "BLAIN ANNEXATION"; PROVIDING FOR THE ASSUMPTION OF EXISTING INDEBTEDNESS; ADOPTING THE COMPREHENSIVE LAND USE PLAN AND ZONING DESIGNATION; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT FOR FUTURE DEVELOPMENT OF SAID REAL PROPERTY.

WHEREAS, the City of Quincy received an Annexation/Zoning Application (attached hereto as **Exhibit A**) to annex two parcels containing a total of approximately 76.5 acres within the City's Urban Growth Area (the "Blain Annexation"), lying contiguous to the City's boundary on May 25, 2022 signed by Daniel Blain, which owns not less than 60 percent (60%) in assessed valuation of the property proposed for annexation to the City of Quincy; and

WHEREAS, the real property proposed to be annexed is more particularly described as:

Farm Unit 98, Irrigation Block 73, Columbia Basin Project, according to the plat thereof filed August 21, 1961, records of Grant County, Washington.

Farm Unit 281, Irrigation Block 73, Columbia Basin Project, according to the plat thereof filed August 21, 1961, records of Grant County, Washington.

Parcel Numbers: #200771000 and #200925000

as depicted in the attached Exhibit A; and

WHEREAS, the Blain Annexation application included a request to designate the zoning of the annexed property as General Industrial (G-I), consistent with the City Comprehensive Plan land

use designation of Industrial, and consistent with the current Grant County zoning designation as Urban Light Industrial (ULI); and

- WHEREAS, RCW 35A.14.120 authorizes the City Council to annex into the City unincorporated territory lying contiguous to the City's boundary; and
- WHEREAS, the Blain Annexation will be contiguous to the City's boundary upon approval of the Rodgers Annexation (Parcel 200924000); and
- WHEREAS, RCW 36.70B.170(1) authorizes the City to execute development agreements between local government and a person having ownership or control of real property within the City's jurisdiction or outside of the City's boundaries as part of a proposed annexation; and
- WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and
- WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and
- WHEREAS, the City Council approved by motion the City staff to proceed with the Blain Annexation on August 16, 2022; and
- WHEREAS, the Planning Commission, after required public notice, held a public hearing on February 13, 2023 at 6:30pm in the Municipal Services Building at 115 SW B St and via ZOOM to receive public input on the proposed annexation; and
- WHEREAS, the City Council, after required public notice, held a public hearing on February 21, 2023 at 7:00pm in the Council Chambers of Quincy City Hall to receive public input on the proposed annexation; and
- WHEREAS, One Public Comment was received on February 8, 2023 and was taken under consideration by Staff; and
- WHEREAS, the City Council deems the annexation of the Blain Annexation to the City of Quincy and designation of said annexed property as General Industrial (G-I) to be in the best interest of the City and its citizens; and
- WHEREAS, the City Council deems it appropriate to execute a development agreement with the applicant which requires conforming to all development standards applicable to said property under the General Industrial (G-I) Zone as well as particular development phasing of

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the subject property which shall be set forth in the Development Agreement attached hereto as **Exhibit B** and incorporated herein by reference;

NOW, THEREFORE, The City Council of the City of Quincy, Washington, do ordain as follows:

- Section 1: The foregoing recitals are incorporated into this Ordinance as if set forth in full.
- Section 2: That the real estate situated in Grant County, contiguous to the City of Quincy, as depicted in the map included in **Exhibit A** is hereby annexed to and incorporated in the City of Quincy:
- Section 3: All real property annexed shall hereinafter be assessed and taxed at the same rate and on the same basis as the other real property within the City to pay for any outstanding indebtedness of the City of Quincy including indebtedness contracted prior to or existing at the date of annexation. No real property herein annexed shall be released form any outstanding indebtedness levied against it prior to said annexation.
- Section 4: That a copy of this ordinance together with the map depicting the real property to be annexed in Exhibit A shall be recorded and filed with the Grant County Auditor, the Grant County board of commissioners per RCW 35.13.150, and other local and state offices in the manner required by law.
- <u>Section 5</u>: That the annexed real property is hereby made subject the City of Quincy's Comprehensive Plan and Zoning Code.
- <u>Section 6</u>: That the annexed real property is zoned General Industrial (G-I) as set forth in the City's Zoning Code and subject to the provisions of the City's Zoning Code.
- Section 7: That the Mayor is authorized to execute the Development Agreement with the applicant attached hereto as **Exhibit B** and that the Development Agreement shall be recorded with the Grant County Auditor upon full execution of the same.
- Section 8: This Ordinance shall be published in the official newspaper of the City of Quincy after passage.
- <u>Section 9</u>: The provisions of this Ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.
- Section 10: This ordinance shall take effect and be in full force five (5) days after passage and publication, as provided by law.

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ADOPTED by the City Council of the City of Quincy, Washington, this 21st day of March, 2023.

Paul Worley, Mayor

ATTEST:

Nancy E. Schanze, Finance Officer/City clerk

Approved as to form:

OFFICE OF THE CITY ATTORNEY

By: Danielle Marchant, City Attorney

FILED WITH THE CITY CLERK: March 16, 2023
PASSED BY THE CITY COUNCIL: March 21, 2023
PUBLISHED: March 22, 2023

EFFECTIVE DATE: March 27, 2023

ORDINANCE NO: 23-592

Exhibit A



CITY OF QUINCY BUILDING DEPARTMENT Annexation/Zoning APPLICATION



MAY 2 5 2022

CITY TREASURER

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Applicant:

This is the party that shall receive determinations and notices associated with this application and shall be the City's point of contact for the processing of this application.

Annex 2022-011

Last Name: Olano	First Name: Dawis 1	N	1.I.:
Business Name:	V/a		
Mailing Address: 14157	N/A ROI Moity: During	State: NA	Zip: 98848
Phone: <u>569-398-777</u>	Email:		
Applicant's Representativ	<u>ve</u>		
This party or the "Applicant's	Representative" (if an "Applicant's Rep	resentative" is i	dentified above)
	nd notices associated with this application	n and shall be th	e City's point of
contact for processing of this			
Last Name: Mageis	First Name: Curt Mocers Real Setate 220 726 City: Dunny		M.I.:
Business Name: Mactu	Moceis REAL Estats 22C		
Mailing Address: Po. Box	726 City: Dunny	State: WA	Zip: <u>938 42</u>
Phone: 1509-797-3400	Email: <u>CAM</u>	DERISOMA	etimmoreris .
Applicant #2:			
	First Name:		M.I.:
Last Name:Business Name:	First Name:		
Last Name:Business Name:	First Name: City:		

pg. 1 of 5

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Existing Legal Description of Property (attach deeds of project site application): FARM UNITS 281, 111 112 + 98 Black 73 ACBID Proposed Zoning District: Tubusteial Existing Lot Size (s): SE ATACHED Assessor's Tax Parcel ID Number of Original Parcel(s): 1 200925000 /P2) 040411085

Existing Land Use (s): 1 200925000 /P2) 040411086 Existing Land Use (s): Proposed Land Use (s): Two ware 191 Acreage encompassed by 100-year floodplain: No Distance to nearest: Sewer Line: 134 Fire Hydrant: 134 Water Line: / 3/4 Has the property been previously subdivided (circle)? Yes If yes, provide the name of the subdivision and date platted: 8-14% Greater than 15% Percent slope of the property (circle): Less than 8% Are there any LID/RID assessments outstanding against the land being subdivided (circle)? Yes or No If yes, the dollar amount is \$ How do you propose to segregate the assessment? TBD upon Dryslapmont Is irrigation water available to the property (circle)? Yes or No If yes, identify the irrigation provider and the total number of shares? How do you propose the shares be divided among the proposed Land? TBD upon DEVELOPMENT Total Number of Lots Proposed Project Density (Units/Acre) Average Lot Size Industrial Divilopment - TBD

REQUIREMENTS

All required information and fees must be submitted at time of application. Applications which do not include all the required information and fees may be returned to the applicant.

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FEES:

4	Annexation/ Rezone Permit (due at application submittal)\$	500.00
	Staff Time\$	50.00/hour
	Hearing Examiner Flat Rate\$	800.00
	Hearing Examiner Special Hearing Hourly Rate\$	
	Appeal	
	Motion for Reconsideration\$	

GENERAL INFORMATION

- > A pre-application meeting with the City is required prior to submittal of this application. Please contact the Building Department at 509-787-3523 to discuss this requirement.
- Annexations are subject to the requirement of City of Quincy Municipal Code (QMC) including but not limited to Chapters 20.90 and 17.11 Development agreement requirements and RCW 35.13.125/ RCW 35.13.130; RCW 35.13.140 and RCW 35.13.160 The Code can be viewed online at www.quincywashington.us.
- ➤ Include <u>all</u> the following information and applicable drawings with your application.

 Attached additional pages to provide complete information if needed. Electronic submittal of materials may be available at the discretion of the City. Please contact Building Department staff for more information.

	What is the use that you intend to develop on this property?:
2.	Narrative describing proposal of zoning and annexation:
	ANNIXATION PROPERTY TO BE MONSTRIAL ZONZ
3.	Please mark next to each of the following items your acknowledgement that each item
	has been completed and attached to this application:
	☐ Completed site plan, drawn to scale
	☑ Certification of Property Ownership (attached)
	Annexation petition
	☐ SEPA checklist if zoning with annexation

Assessor's Parcel Map – may be combined with:

- O Vicinity map showing the project area in relation to the surrounding land uses. Provide a brief description of the general nature of the improvements and land uses within 350 feet in all directions of the project site (i.e., residential to the north, commercial to the south)
- Application fees (hourly fees, and any other fees associate with the review and/or issuance of this request will be billed to you in the future).
- Development schedule with the approximate dates that construction will commence and be completed (if any).
- Other permits as may be required from Washington State or Federal agencies

pg. 3 of 5

PLEASE NOTE: Additional information may be requested by the City as needed for the review of this application.

I acknowledge that upon issuance of any permit by the City of Quincy, it is my obligation to comply with any and all laws, ordinances and regulations governing the type of the project permitted whether or not specified in the permit. I acknowledge that the granting of a permit or an approval by the City of Quincy does not give any authority to violate or modify the provisions of any other Federal, State, or local law, ordinance, or regulation with respect to regulations of construction, performance of construction and/or operation of the project. I have read and understand the application and have provided information truthfully to the best of my knowledge. I hereby certify that I have read and examined this application and know the same to be true and correct, and if any of the information provided is incorrect, the permit or approval may be revoked.

Applicant Signature(s)	Date: 5-25-2022
Applicant Signature(s)	Date:
Applicant Signature(s)	Date:
CERTIFICATION OF OWNERS	HIP/DEDICATION OF AGENT
I, (print full name) Daniel Bland hauthorized officer of the corporation owning the proper familiarized myself with the rules and regulations of the application and that the statements, answers and inform correct to the best of my knowledge and belief. Further to exercise control over the subject property and have a authority to sign my consent to any and all matters assol certify or declare under penalty of perjury under the laist true and correct.	ty described in the attached application and I have e City of Quincy with respect to making this lation contained herein are in all respects true and I possess full legal authority and rights necessary attached documentation showing proof that I have beciated with the property if I am not the sole owner.
Address: 14157 RD 11 U.W.	
City and State: Onne	Zip Code: 99348
Phone: 529-398-7779 En	

pg. 4 of 5

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Signature:	CIAM	·	For:	want for	OWNIE	
	(Owner/Authoria	zed Agent)	(0	Corporation or Cor	mpany Name if ap	plicable)
ACKNOWLE	EDGEMENT					
State of Wa	shington	}				
<u>Cmn</u>	County	}				
individual de that act and deed	escribed in and v he d for the uses ar	ared before me	nin forego same as_ mentione	oing instruments	t and acknowle	n to be the edge to me voluntary
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20-0771-000, 20-01856 20-0786
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Dated: 06-08, 2009.
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COUNTY OF CYCATT
I certify that I know or have satisfactory evidence that <u>JOVSA BOUN</u>
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.
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WHEN RECORDED RETURN TO:
Name: DANIEL M BLAM
Address: 14 160 RD 11 NW City, State, Zip: QUICCY WA 96848
City; State, Zip: QUICCY WA 948.45
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As Joint tenants with Right of Survivor Slip
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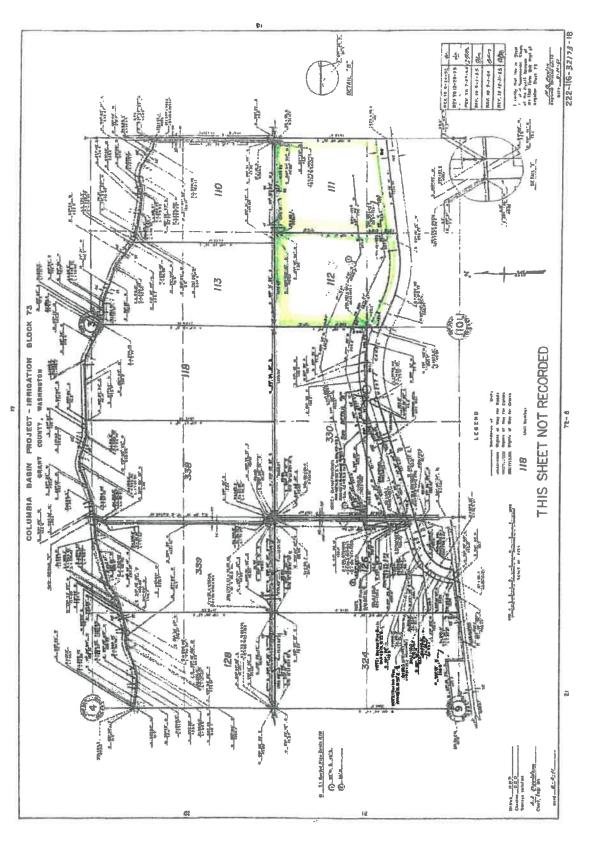
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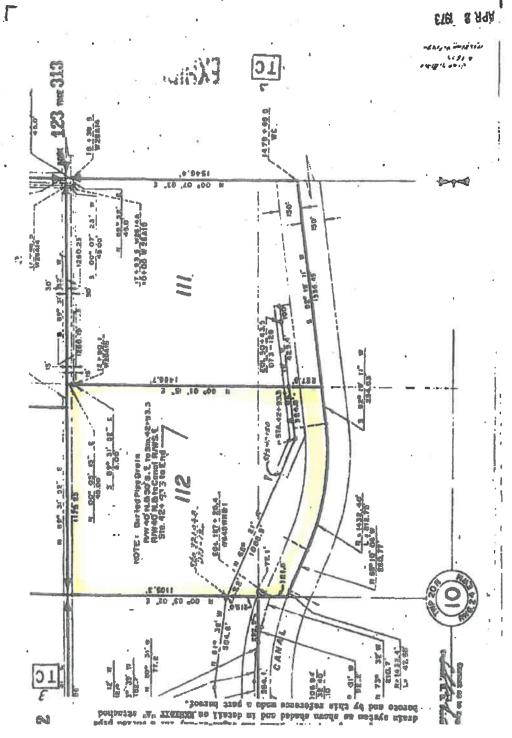
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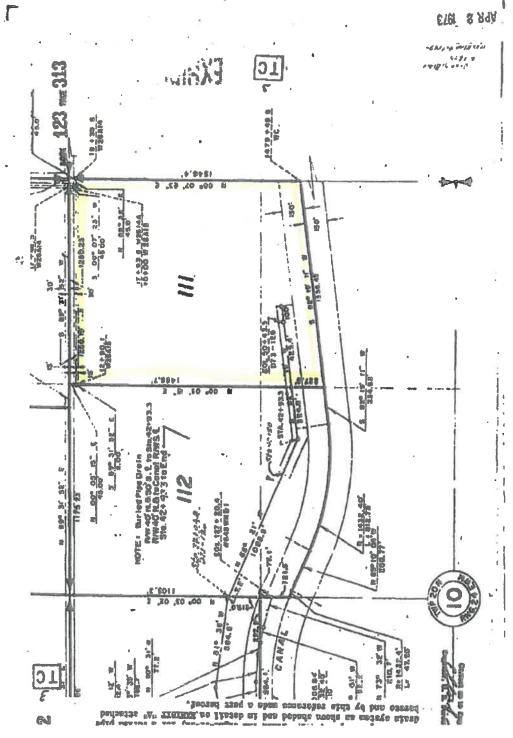
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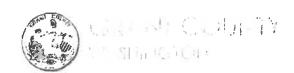
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Parcel

Blain, Daniel M 200771000

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14157 Rd 11 NW 83 - Resource - Agriculture Current Use

Quincy WA Sec 11 1 98848-9670

FU 98 BLOCK 73 11 20 24

\$47,905 District: 0024 - 0024 \$607,215 Land: Land: Yes \$0 Current Use/DFL: \$0 Improvements: Improvements: \$0 Senior/Disability Exemption: Permanent Crop: \$0 Permanent Crop: 65,50000 \$607,215 Total \$47,905 Total Acres:

Ownership

TO BUT FOR Title Owner 100% Blain, Daniel M * TR Selected Tax Payer 0% Blain, Daniel M

Sales History

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01/28/13		4	213362	Blain Est, Mary Arlene Doris	Blain, Daniel M	\$0
01/17/13		4			Blain Est, Mary Arlene Doris	\$0
06/08/09	1256116	4	201064	Blain, Doris A	Blain Etal, Doris A	\$0
08/21/06	1198802	4		Blain Est, John H	Blain, Mary Doris Arlene	\$0
07/13/06		4			Blain Est, John H	\$0
05/13/04	1198803	4			Blain, John Howard & Mary Arlene	\$0
05/13/04		4	192609	Blain Est, John H	Blain, Doris A	\$0
07/24/87	Bk 631 Pg 429	2			Blain, John H & Doris A	\$0
03/17/72	Bk 105 Pg 358	1		Kott, Vivian D	Blain, John H & Doris A	\$0
03/17/72	Bk 102 Pg 173	1		Kott, Vivian D	Blain, John H & Doris A	\$0
07/23/62	V 37 Pg 112	1	33410	Kott, George F & Vivian D	Blain, John H & Doris A	\$21,200

Building Permits

No Building Permits Available

Historical Valuation Info

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200925000

Blain, Daniel M

83 - Resource - Agriculture Current Use

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14157 Rd 11 NW

Quincy WA

98848-9670

FU 281 BLOCK 73 11 20 24

Land:

\$113,850 Land:

\$18,870 District:

0024 - 0024

Improvements:

\$0 Improvements:

\$0 Current Use/DFL:

Permanent Crop:

\$0 Permanent Crop:

\$0 Senior/Disability Exemption:

Yes No

Total

\$113,850 Total

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Ownership

Blain, Daniel M Blain, Daniel M 100% 0%

Title Owner * TR Selected Tax Payer

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Sales History

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01/28/13		4	213362	Blain Est, Mary Arlene Doris	Blain, Daniel M	\$0
01/17/13		4			Blain Est, Mary Arlene Doris	\$0
06/08/09	1256116	4	201064	Blain, Doris A	Blain Etal, Doris A	\$0
08/21/06	1198802	4		Blain Est, John H	Blain, Mary Doris Arlene	\$0
07/13/06		4			Blain Est, John H	\$0
05/13/04	1198803	4			Blain, John Howard & Mary Arlene	\$0
05/13/04		4	192609	Blain Est, John H	Blain, Doris A	\$0
07/24/87	Bk 631 Pg 429	2			Blain, John H & Doris A	\$0

Building Permits

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Historical Valuation Info

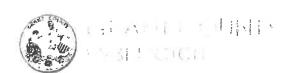
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Blain, Daniel M

14157 Rd 11 NW

Quincy WA 98848-9670

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\$539,355 Land:

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Improvements:

\$0 Improvements:

\$0 Current Use/DFL:

Permanent Crop:

\$0 Permanent Crop:

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\$0 Senior/Disability Exemption:

No

Total

\$539,355 Total

\$42,545 Total Acres:

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Ownership

1 - 10 N Blain, Daniel M Blain, Daniel M give in the letter 100% 0%

1.00 E.01 C. Title Owner

* TR Selected Tax Payer

Quincy, City of

Quincy, City of

Sales History

1334899 07/01/14 1333374 05/20/14

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Building Permits

No Building Permits Available

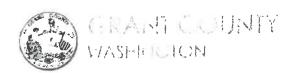
Historical Valuation Info

2022	Blain, Daniel M	\$539,355	\$0	\$0	\$539,355	\$0	\$42,545
2021	Blain, Daniel M	\$469,005	\$0	\$0	\$469,005	\$0	\$92,915
2020	Blain, Daniel M	\$469,005	\$0	\$0	\$469,005	\$0	\$112,940
2019	Blain, Daniel M	\$497,145	\$0	\$0	\$497,145	\$0	\$128,980
2018	Blain, Daniel M	\$436,175	\$0	\$0	\$436,175	\$0	\$123,355

Fairel Commante

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83 - Resource - Agriculture Current Use

14157 NW RD 11, QUINCY

Fred Streets

\$116,955 Improvements:

FU 111 BLOCK 73 10 20 24 (PRELIM BLAIN SP)

25° by her Wall

PROPERTY OF STREET \$530,600 Land:

\$0 Permanent Crop:

\$92,680 District:

\$116,955 Current Use/DFL:

Traceroca Laurana Biain, Daniel M

\$0 Senior/Disability Exemption: \$209,635 Total Acres:

14157 Rd 11 NW

Quincy WA

98848-9670

No 51.00000

Yes

0017 - 0017

Permanent Crop: Total

Land:

Recording to t

Improvements:

\$647,555 Total

Ownership

1-1 1-1 Blain, Daniel M Blain, Daniel M Tary octup 100% 0%

E with Type Title Owner * TR Selected Tax Payer

en 2 december in ent is de

Sales History

Pell COLUMN Seekland. III Park I COVI \$ to Calle of the collection Quincy, City of \$0 07/01/14 1334899 3 \$0 Quincy, City of 3 1333374 05/20/14

Building Permits

No Building Permits Available

Historical Valuation Info

2022	Blain, Daniel M	\$530,600	\$116,955	\$0	\$647,555	\$0	\$209,635
2021	Blain, Daniel M	\$466,700	\$130,575	\$0	\$597,275	\$0	\$226,730
2020	Blain, Daniel M	\$466,700	\$156,180	\$0	\$622,880	\$0	\$276,835
2019	Blain, Daniel M	\$471,565	\$130,575	\$0	\$602,140	\$0	\$259,470
2018	Blain, Daniel M	\$416,185	\$123,665	\$0	\$539,850	\$0	\$247,270

Parcel Cr

03/30/2023 08:56 AM 65 R 267.50 Gran Grant Co, WA



NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

TO: The City Council of the City of Qu	incy
Comes now Light H Disease	s
and hereby notifies the City Council of the proceedings to have the real property of described below annexed to the City of Copercent (10%) in value according to the which annexation will be petitioned; and	he City of Quincy that it intends to commence
Legal Descritpion: 532 ATTACK	4 € Ď
1) FARM MINT 281, 87.	3 64810
3) FARM MAIT 111, 373	40811
3) FARM MAIT 112, B13	CHCBID
4) FARM HAIT 48, B 73	4(BID
Dated: Min 25 3042	By: Sylvan Byll. Owner

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Parel 1

Order No.: G-20704

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 281, Irrigation Block 73, First Revision, Columbia Basin Project, according to the plat thereof recorded in November 29, 1951, records of Grant County, Washington.

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Order No.: G-20700

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 111, Irrigation Block 73, First Revision, according to the plat thereof filed November 29, 1951, records of Grant County, Washington.

A more complete legal description will be provided by survey prior to closing.

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Parcol 3

Order No.: G-20702

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 112, Irrigation Block 73, First Revision, according to the plat thereof filed November 29, 1951, records of Grant County, Washington.

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PARCO 4

Order No.: G-20703

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 98, Irrigation Block 73, First Revision, according to the plat thereof filed November 29, 1951, records of Grant County, Washington.

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PETITION FOR ANNEXATION

TO: City Council, City of Quincy

Date: 16-2-2022

We the undersigned, the legal owners of property, according to the records of the Grant County Assessor, do hereby petition the below described property to be annexed by the City of Quincy, and be included within the boundaries of said city. Said annexation is sought pursuant to RCW 35A.14.120.-150.

Legal Description:

- 1) FARM UNIT 112, B73 QCBID
 2) FARM UNIT 111, B73 QCBID
 3) FARM UNIT 281, B73 QCBID
- 4) FARM UNIT 98, B73 OCBID

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Signature	Name and Address and Date
1. Dans on Blain	DANIEL BLAIN 14157 RD 11 NW
2.	Duiney, WA 98848
3.	
4.	
	1484643 03/30/2023 08:56 AM ORDN
	1484643 03/30/2023 08:56 AM (Page 27 of 65 R 267.50 Grant Co,

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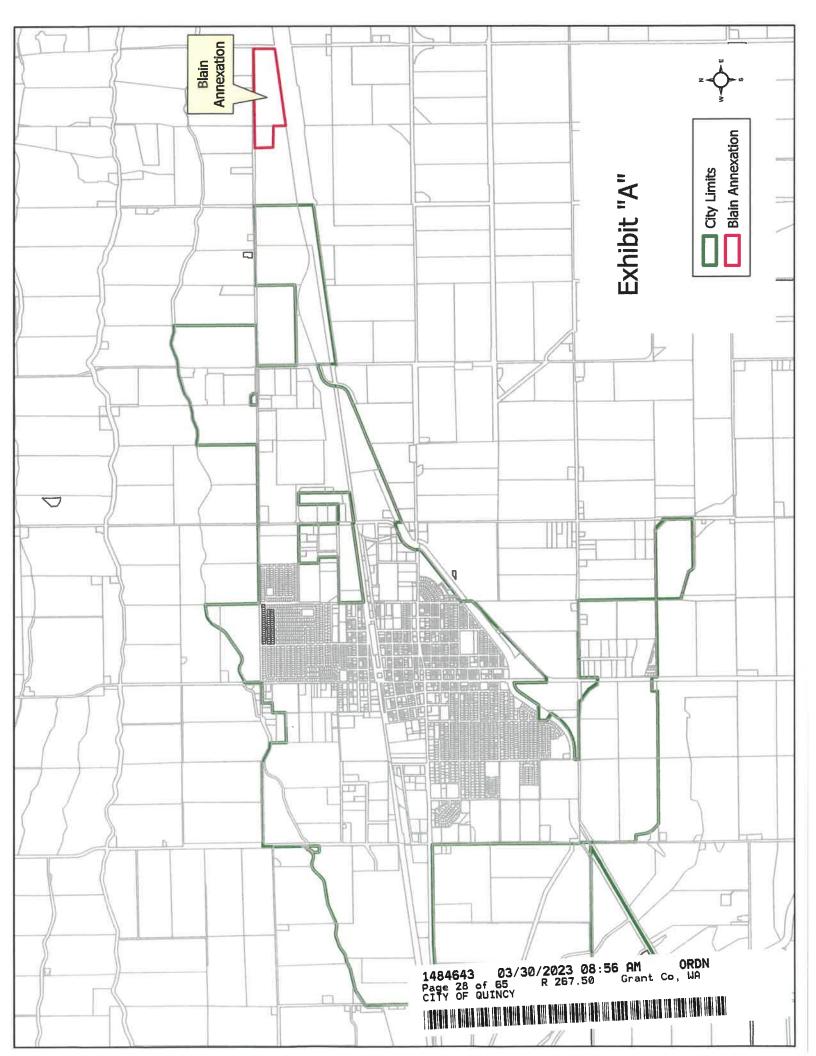


EXHIBIT B DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF QUINCY AND DANIEL BLAIN, FOR THE ANNEXATION AND ZONING OF THE BLAIN PROPERTY

THIS DEVELOPMENT AGREEMENT is made and entered into this 21st day of March, 2023, by and between the City of Quincy, a Washington municipality, hereinafter the "City," and Daniel Blain, hereinafter the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Quincy and the Developer (hereinafter the "Development Agreement"), relates to the development known as Blain Property, which is located at: Grant County Parcel #200925000 and Parcel #200771000 (hereinafter the "Property"); and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 23-592, the City approved annexation of the Property, and has designated the zoning of the Property as General Industrial (G-I), consistent with the Property's prior Grant County zoning designation as Grant County Industrial.

b) After a public hearing, by Ordinance No. 23-592, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

Now, therefore, the parties hereto agree as follows:

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General Provisions

<u>Section 1.</u> The Project. The Project is the development and use of the Property, consisting of 75.1 acres in the City of Quincy. Permit #ANNEX 2022-010 describes the project as an annexation of two tax parcels within the City of Quincy Urban Growth Area (UGA).

<u>Section 2.</u> The Subject Property. The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

<u>Section 3.</u> Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- a) "Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.
- b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.
- c) "Council" means the duly elected legislative body governing the City of Quincy.
- d) "Director" means the City's Community Development Director or Public Works Director.
- e) "Effective Date" means the effective date of the Adopting Ordinance.
- f) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Quincy in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.
- g) "Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.
- h) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A Legal description of the Subject Property.
- b) Exhibit B Maps
- c) Exhibit C Supplemental application materials and documentation.

Section 5. Parties to Development Agreement. The parties to this Agreement are:

- a) The "City" is the City of Quincy, 104 B Street S.W., PO Box 338, Quincy, WA 98848
- b) The "Developer" is the citizen or entity that legally owns the subject property and that may or may not plan to take development action on the subject property. The provisions in this Agreement will apply only when a development action for the property is planned. For the purpose of this agreement, "development action" means any of the following:

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- Use of Land. The use of any building, structure, land, or water. This includes new uses or accessory uses, expansions of existing uses or accessory uses, and material changes to the operational characteristics of existing uses or accessory uses.
- ii. Construction, Demolition, or Changes to Buildings or Structures. The demolition, construction, or modification of buildings or structures, except interior changes that do not increase floor area, increase residential density, or require a traffic study pursuant to the Quincy Municipal Code.
- iii. Clearing, Grading, Re-Grading, Cutting, Filling of Land, and Other Disturbance or Alteration. Land clearing in anticipation of construction of infrastructure, structures, or buildings for non-agricultural purposes and reconstruction or regrading of a previously approved site improvement, and any other disturbance of land, soil, vegetation, floodplains, or waterways, but not including agriculture, irrigation ditch or reservoir improvements or maintenance, gardening, or routine maintenance of landscape areas.
- iv. **Division, Subdivision, or Plat.** Any division, subdivision, or platting of land for construction of infrastructure, structures, or buildings, for sale, or for lease, whether by metes and bounds, platting, or other technique.
- c) The "Landowner" is a person or entity that legally owns the subject property. From time to time, as provided in this Agreement, the current Landowner may sell or otherwise lawfully dispose of a portion of the Subject Property to a new Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

<u>Section 6.</u> Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

<u>Section 7.</u> Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of 7 years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

<u>Section 9.</u> Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the

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Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

<u>Section 10</u>. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code and shall not require an amendment to this Agreement.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Financing of Public Facilities.

- A. Developer acknowledges and agrees that it shall participate in the pro-rata share of the costs of public improvements which are incurred by the City related to this Agreement in accordance with the provisions of this Agreement.
- B. At the request of the Developer, the City shall pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement or acquisition of public infrastructure, facilities, lands and improvements to serve the Subject Property, whether located within or outside the Subject Property. To the extent allowed by law, the City shall address any reimbursement mechanism to Developer for expenses incurred by Developer associated with the Development, subject to the City's ordinances and State law.

Section 13. Existing Land Use Fees and Impact Fees.

- A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.
- B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Quincy Municipal Code.

Section 14. Phasing of Development. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

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A. Street Improvements.

- a. Improvements to RD 11 NW including curb, gutter, stormwater, irrigation ditch piping, and sidewalks will need to be considered and addressed in partnership with the City. Street improvements will need to meet all associated City standards, including provision of non-motorized facilities per the Quincy Non-Motorized Transportation Plan.
- b. City engineering will determine needed utilities to be included with street improvement/construction projections per city standards.
- c. The bridge on M ST NE/RD 11 NW near the intersection of RD O NW will require a traffic analysis at the time of development of this property.
- d. At time of future development, the developer will address internal and external circulation plans in accordance with city codes and fire district requirements, including plans for freight traffic mitigation within City of Quincy city limits and coordination of drainage and flooding concerns with adjacent properties.

B. Potable Water and Fire Flow Facilities.

- a. The applicant shall dedicate any or all water rights to the City of Quincy including potable water rights any and all easements or site planning relating to additional water rights needs identified by City of Quincy shall be considered at time of development.
- b. Any future construction storm water or runoff of any type from a construction site or developed property should not enter any of the Bureau of Reclamation's lands or facilities at any time and must be contained on site.
- c. Landowners should be aware of existing Reclamation and Quincy-Columbia Basin Irrigation District (QCBID) rights to construct, reconstruct, operate, and maintain CBP facilities as necessary. Reclamation and QCBID must review and approve any work that would involve these facilities or the existing rights-of-way prior to commencing such work. Structures are prohibited from encroaching upon existing rights-of-way corridors without prior approval from Reclamation and QCBID.
- d. Wellhead protection zones cannot overlap Reclamation rights-of-way or interfere with CBP operations, since they would constrain the QCBID's ability to apply aquatic and terrestrial herbicides needed to maintain CBP facilities.

C. Sewer Facilities.

- a. Sanitary sewer main and associated infrastructure needs to be extended to connect to the existing city sewer system at the developer's expense.
- b. A sewer lift station may need to be designed, installed, and dedicated to the city at the City's discretion. Alternatively, the Developer may partner with adjacent developments to share lift station infrastructure and piping if deemed feasible. The City will

D. Utilities.

- a. Water main extension may be needed, and the City will determine the size and type needed upon further knowledge of the proposed site development.
- b. All water service connections and water meters will be placed at the property line as to eliminate the need for city staff to enter private property to read meters monthly.



E. Easements

a. Bureau of Reclamation Easement shall be maintained on property

<u>Section 15.</u> Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the following schedule:

- A. <u>Rights-Of-Way</u>. Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.
- B. <u>Dedication of Parks & Recreation</u>. The Developer agrees to dedicate land for open space, recreation, and trails as deemed appropriate by the City at the time of development to help mitigate the impacts of industrial development.

Section 16. Default.

- A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.
- B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Quincy Municipal Code for violations of this Development Agreement and the Code.

<u>Section 17.</u> Annual Review. The City can review this agreement, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

<u>Section 18.</u> Termination. This Agreement shall expire and/or terminate as provided below:

- A. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.
- B. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement and submits applications for development of the Property that are inconsistent with such permits and approvals.

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C. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any nonresidential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

<u>Section 19</u>. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 20. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

<u>Section 21</u>. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 22. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 23. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent

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required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

<u>Section 24.</u> Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

<u>Section 25.</u> Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 26. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fess and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the Blain Property project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

<u>Section 27</u>. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Central Washington.

Section 28. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

<u>Section 29.</u> Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

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<u>Section 30</u>. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

LANDOWNER:

Daniel Blain (100%)

CITY OF QUINCY

By Paul Worley, Its Mayor

ATTEST:

Nancy Schanze, City Clerk

APPROVED AS TO FORM:

By

Danielle R. Merchant, City Attorney

ACKNOWLEDGEMENT

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 200925000 and 200771000

PARCEL B: (200925000)

Farm Unit 281, Irrigation Block 73, Columbia Basin Project, according to the plat thereof filed August 21, 1961, records of Grant County, Washington.

PARCEL C: (200771000)

Farm Unit 98, Irrigation Block 73, Columbia Basin Project, according to the plat thereof filed August 21, 1961, records of Grant County, Washington.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A. Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)

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LAND TELLS

Exhibit B Maps

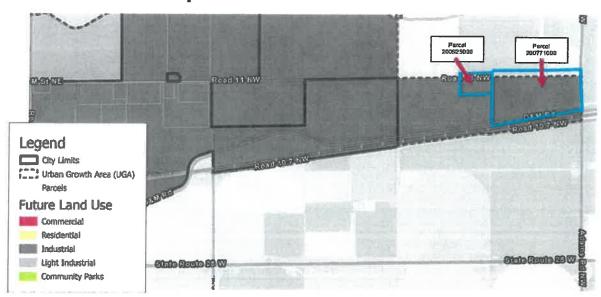
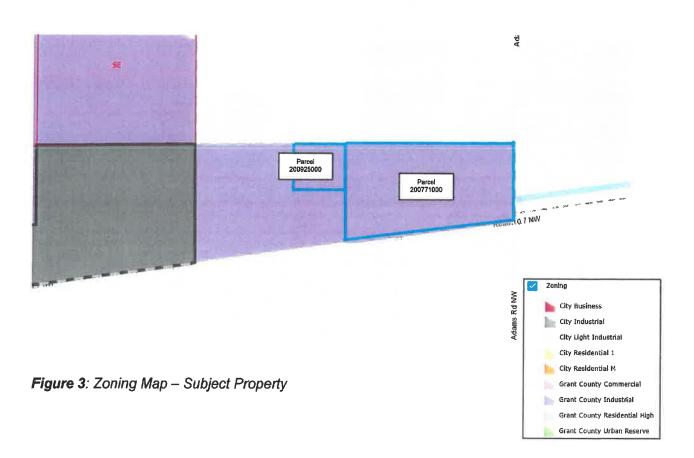


Figure 2: Comprehensive Plan Future Land Use Map - Subject Property



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CITY OF QUINCY BUILDING DEPARTMENT Annexation/Zoning APPLICATION



APPLICANT

This is the party that shall receive determinations and notices associated with this application and shall be the City's point of contact for the processing of this application.

2027-011

Applicant:			
Last Name: Blank	First Name: Danis 1	N	1.I.:
Business Name:	I/A		
Mailing Address: 1415)	ROI MCity: Durky	State: WA	Zip: 98848
Phone: 569-398-777	9 Email:		
Applicant's Representativ	<u>e</u>		
	Representative" (if an "Applicant's Red d notices associated with this application application.		
Last Name: Maccis	First Name: Curt Moreis REAL Estats 220		M.I.:
Business Name: Martin	Moreis REAL Estats 220	•	
Mailing Address: 80, 34	726 City: Dunny	State: WA	Zip: 99848
Phone: 1509-797-3400	Email: <u>CA</u>	MORRIS@MAI	etinmoneis.
Applicant #2:			
Last Name:	First Name:		M.I.:
Business Name:			
	City;		
	Email:		
Property Information:			
Address or location of Property			
FARM UNITS 2811.	11, 112 × 98 Block 73 QC	BID	

1484643 03/30/2023 08:56 AM ORDN Page 43 of 65 R 267.50 Grant Co, WA



Existing Legal Description of Property (attach deeds of project site application): FARM UNITS 281, 111, 112 + 98 Black 73 ACBID
Existing Lot Size (s): 525 ATACHED Proposed Zoning District: TUDISTICIAL
Assessor's Tax Parcel ID Number of Original Parcel(s): Pi) 200925000 (P2) 15000000000000000000000000000000000000
Assessor's Tax Parcel ID Number of Original Parcel(s): Pi 200925000 /P2 040411085 Existing Land Use (s): A3 040411086 /P4) 200 771000
Proposed Land Use (s): The Division of the Control
Acreage encompassed by 100-year floodplain:
Distance to nearest:
Fire Hydrant: 134 Sewer Line: 134
Water Line: 134 Power Line: AGRESHT ON N BOHNDRY
Has the property been previously subdivided (circle)? Yes or No If yes, provide the name of the subdivision and date platted: Percent slope of the property (circle): Less than 8% 8-14% Greater than 15% Are there any LID/RID assessments outstanding against the land being subdivided (circle)? Yes or No
If yes, the dollar amount is \$
How do you propose to segregate the assessment? TBD upon Development
Is irrigation water available to the property (circle)? Yes or No If yes, identify the irrigation provider and the total number of shares? How do you propose the shares be divided among the proposed Land? TED SEE PROPERTY Total Number of Lots Proposed Project Density (Units/Acre) Average Lot Size
Industrial Development - TBD

REQUIREMENTS

All required information and fees must be submitted at time of application. Applications which do not include all the required information and fees may be returned to the applicant.

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FEES:

Annexation/ Rezone Permit (due at application submittal)	500.00
Staff Time\$	50.00/hour
Hearing Examiner Flat Rate\$	800.00
Hearing Examiner Special Hearing Hourly Rate\$	150/hour
Appeal\$	
Motion for Reconsideration\$	100.00

GENERAL INFORMATION

- A pre-application meeting with the City is required prior to submittal of this application. Please contact the Building Department at 509-787-3523 to discuss this requirement.
- Annexations are subject to the requirement of City of Quincy Municipal Code (QMC) including but not limited to Chapters 20.90 and 17.11 Development agreement requirements and RCW 35.13.125/ RCW 35.13.130; RCW 35.13.140 and RCW 35.13.160 The Code can be viewed online at www.quincywashington.us.
- Include all the following information and applicable drawings with your application.

 Attached additional pages to provide complete information if needed. Electronic submittal of materials may be available at the discretion of the City. Please contact Building Department staff for more information.

1.	What is the use that you intend to develop on this property?: Justicia!
2.	Narrative describing proposal of zoning and annexation: URBN ANNEXATION PROPSETY TO BE MUDICIPAL ZONE
3.	Please mark next to each of the following items your acknowledgement that each item has been completed and attached to this application: Completed site plan, drawn to scale Certification of Property Ownership (attached) Annexation petition SEPA checklist if zoning with annexation Assessor's Parcel Map – may be combined with: Vicinity map showing the project area in relation to the surrounding land
	uses. Provide a brief description of the general nature of the improvements and land uses within 350 feet in all directions of the project site (i.e., residential to the north, commercial to the south)

- Application fees (hourly fees, and any other fees associate with the review and/or issuance of this request will be billed to you in the future).
- o Development schedule with the approximate dates that construction will commence and be completed (if any).
- Other permits as may be required from Washington State or Federal agencies

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PLEASE NOTE: Additional information may be requested by the City as needed for the review of this application.

I acknowledge that upon issuance of any permit by the City of Quincy, it is my obligation to comply with any and all laws, ordinances and regulations governing the type of the project permitted whether or not specified in the permit. I acknowledge that the granting of a permit or an approval by the City of Quincy does not give any authority to violate or modify the provisions of any other Federal, State, or local law, ordinance, or regulation with respect to regulations of construction, performance of construction and/or operation of the project. I have read and understand the application and have provided information truthfully to the best of my knowledge. I hereby certify that I have read and examined this application and know the same to be true and correct, and if any of the information provided is incorrect, the permit or approval may be revoked.

Applicant Signature(s)	Date: 5-25-3022	
Applicant Signature(s)	Date:	
Applicant Signature(s)	Date:	
CERTIFICATION OF OWNER	SHIP/DEDICATION OF AGENT	
I, (print full name) Davie Blais hereby certify that I am the property owner or authorized officer of the corporation owning the property described in the attached application and I have familiarized myself with the rules and regulations of the City of Quincy with respect to making this application and that the statements, answers and information contained herein are in all respects true and correct to the best of my knowledge and belief. Further, I possess full legal authority and rights necessary to exercise control over the subject property and have attached documentation showing proof that I have authority to sign my consent to any and all matters associated with the property if I am not the sole owner. I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.		
Address: 14157 RD 11 N.W.		
City and State: Duncy	Zip Code: 93348	
Phone: 529-398-2719		

Signature: 447/	For: April For OWNIE
(Owner/Authorized Agent)	(Corporation or Company Name if applicable)
ACKNOWLEDGEMENT	
State of Washington }	
Grant County }	
On this day personally appeared before me individual described in and who executed the with that signed the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the sact and deed for the uses and purposes therein in the uses and purposes the uses and purposes the use and the uses are used to the uses and the use and	in foregoing instrument and acknowledge to me ame asfree and voluntary nentioned.
Dated thisday of	, 20 22.
NOTARY PUBLIC in and for the State of Washing My Appointment Expires: Oct. 22, 202	gton

1484643 03/30/2023 08:56 AM ORDN Page 47 of 65 R 267.50 Grant Co, WA

1258118 06/08/2009 02:21 PM QCD Page 1 of 1 R 42.00 Grant Co, Me DARIEL BLAIN

WHEN RECORDED RETURN TO:

Name: DANIEL M BLAIN	
Address: 14/67 RD 11 NW City, State, Zip: Quincy WR 98848	NO REAL ESTATE EXCIRE TAX PAID
City, State, Zip: 2017 Cy UF 9487	AFFIDAVIT No 201064
	DARRYL PHEASANT, Treaturer Grant County Washington
QUIT CLAIM DE	ED
THE GRANTOR DOC'S A BLAI	'n
for and in consideration of of Giff	
for and in consideration of	
conveys and quit claims to Poris 4 BLAin DAN	il BLAIN
As Joint tenants will right of sui	rvivor slip
the following described real estate, situated in the County of	Grant ,State of Washington:
B73 units 98, 111,112,7881	
Lying in Section 10411 tow	h SLIP ZON
Lying In Seeron RAng 24	rwm
V	
Grantor Retain Life	Estate.
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20-0771-000,	20-01836 20-0786
Tax Account Numbers:	20-0925
Dated: 06-08 , 2009.	
coler Mr/3Var	
STATE OF WASHINGTON	
COUNTY OF DYOUT	
I certify that I know or have satisfactory evidence that	d Drish Brun
is/are and said person(s) acknowledged that he/she/they signed this ir his/her/their free and voluntary act for the uses and purposes m	the person(s) who appeared before me, astrument and acknowledged it to be entioned in the instrument
DATEDS 1010 8.7009	- Committee was and the committee of the
Lag Bu	processes
Notary Public My Appointment Expires 2, 2017	lictary Public

1484643 03/30/2023 08:56 AM ORDI Page 48 of 65 R 267.50 Grant Co, WA T TERRETA IN ENERT BETTER FERN BETTER ENER DIN BETTER FERNEN HER IN BETTER HER IN BETTER HER IN DER HER IN DER

ORDN

Page 1 of 1 R 42.00 Grant Co, MA DANIEL BLAIN

WHEN RECORDED RETURN TO:	
Name: DANIEL M BLAIN Address: 14/67 RD 11 NW City, State, Zip: Quincy WA 94848	NO REAL ESTATE EXCISE TAX PAID
City, state, zap. 22 27 11 27 10 7 5 5 7 6	AFFIDAVIT No 201064
:26	Darryl PHEARANT, Treaturer Grant County Washington
QUIT CLAIM	DEED
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for and in consideration of Of Giff	
conveys and quit claims to Don's A BLAin	DANIOL BLAIR
As Joint tenants with Right of :	surviv or slip
the following described real estate, situated in the County	of Grant State of Washington:
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Lying in Sector 10411 t	I E WM
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Grantor Retain Life	ESPATE.
	he to
20-0771-000	, 20 - 018 BE 20-0786
Tax Account Numbers:	20-0925
Dated: 06-08, 2009.	
Deir Ma Blann	
STATE OF WOSHINGTON	'
COUNTY OF CYCLYT	
I certify that I know or have satisfactory evidence	that LOVISA BOWN
	is/are the person(s) who appeared before me,
and said person(a) acknowledged that he/she/they signed this/her/their free and voluntary act for the uses and purpos	
DATED 1140.8.7009	
Lod Ver	, ,
Notary Public 2017	Notary Public
My Appointment Expires D. L. L.	State of Vitablegian

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1484643 03/30/2023 08:56 AM ORDN Page 49 of 65 R 267.50 Grant Co, WA

1258118 88/88/2009 02:21 PM . QCD Page 1 of 1 R 42:00 Grant Co; NA DeRIEL BLAIN

WHEN RECORDED RETURN TO:

Name: DANILL M BLAIN
Address: 14/67 RD II NW
City, State, Zip: DUINCY WA 98848

0m/2/8/09 0,500000
Grant County Washington
OUTT CLAIM DEED
THE GRANTOR DON'S A BLAIN
for and in consideration of OP Giff
conveys and quit claims to Poris 4 BLAin DANIA BLAIN
As Joint tenants with right of survivor ship
the following described real estate, situated in the County of Grant State of Washington:
873 Units 98, 111,110, 281
Lying in Section 10411 town ship 20N
RANG 24 EWM
Grantor Retain Life Estate.
Tax Account Numbers: 20 - 07 71 - 000, 20 - 0835 20 - 0786
Dated: 06-08 .2009.
De Blain
STATE OF INDSMOOTHER
COUNTY OF CYCAUT
I certify that I know or have satisfactory evidence that LONSAROW
is/are the person(s) who appeared before me,
and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.
DATED 1040.8, 2009
Lat Den
My Appointment Expires 2, 2017 Battle State of Westington KATY OLSEN

1484643 03/30/2023 08:56 AM ORDN Page 50 of 65 R 267.50 Grant Co, WA CITY OF QUINCY

1256116 08/08/2009 02:21 PM QCD SATEL SLAIN R 42.00 Grant Co, MR

WHEN RECORDED RETURN TO:

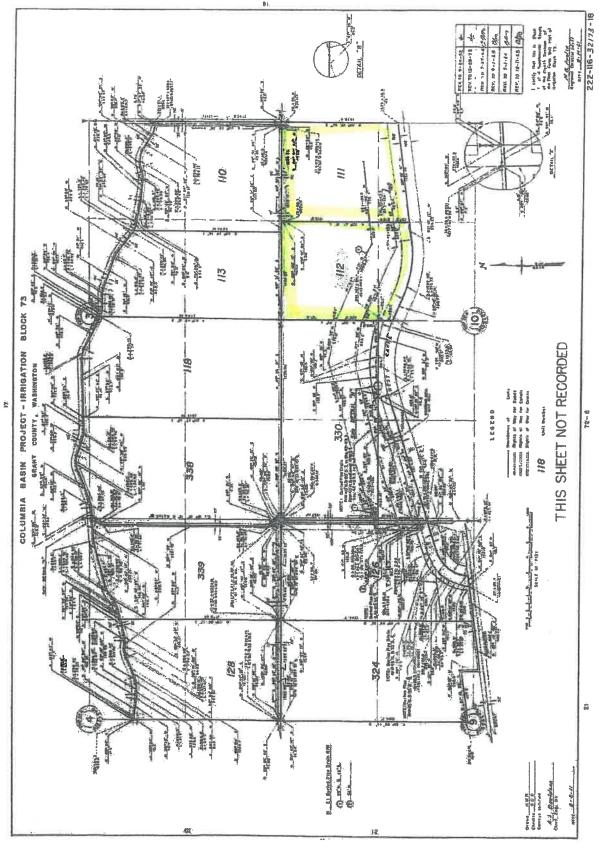
Name: DANIEL M BLAM	topar game programmer and the second
Address: 14 159 RD 11 NW City, State, Zip: Quincy WA 94848	No Final Property of the Control of
Chy, State, Exp. Exp. Cy	APPROAVE NO 2017 1964
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	Grant County Washington
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the following described real estate, situated in the County of	Grant State of Washington:
873 units 98, 111, 12, 281	
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G/Hill I	
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40 - 27 71 - 222	20-018/ 20-0786
Tax Account Numbers:	20-0925 20-0786
Dated: 06-08 2009.	%1
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STATE OF INVISIONATION	
COUNTY OF CAYONT	
I certify that I know or have satisfactory evidence tha	TWSARM
and said person(s) acknowledged that he/she/they signed this his/her/their free and voluntary act for the uses and purposes a	
DATEDS 1040, 8, 7009	
Hall bu	
Notary Public My Appointment Expires 12. 2017	Notary Public

1484643 03/30/2023 08:56 AM ORDN Page 51 of 65 R 267.50 Grant Co, WA CITY OF QUINCY

222-116-25759-16 A self-print at a post FARM UNIT 68 FARM UNIT 96 COLUMBIA BASIN PROJECT - IRRIGATION BLOCK 73 Vicinity map FARM UNIT GRANT COUNTY, WASHINGTON Monthson, Stanfard of Three Date and the second of the Stanfard of the American Stanfard of the American Stanfard of the American Stanfard of the Stanfard of Section . CESEBO FARM UNIT FARM UNIT 00 UNIT FARM UNIT FARM UNIT 1 A MARKETTA --2225-1. 1496 px 416 grann Driven 2018 of Survey S -11-A-2625.E

1484643 03/30/2023 08:56 AM ORDN Page 52 of 65 R 267.50 Grant Co, WA CITY OF QUINCY

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1484643 03/30/2023 08:56 AM ORDN Page 53 of 65 R 267.50 Grant Co, WA CITY OF QUINCY



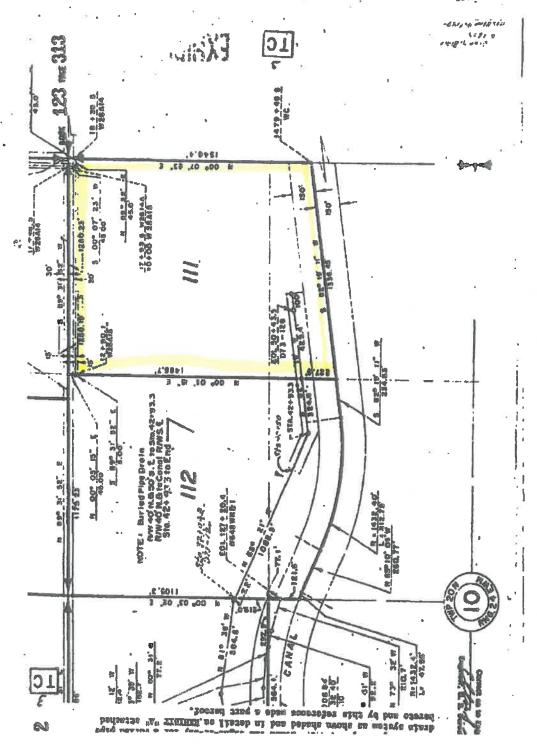
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Melissa Noknight Grand County Assessment & O. Bris 37 Fabrura 196 (C. 123)

Assessol Treasurer Appraisal MapSifter

Parcel

Parcell: 200771000 Congress & Blain, Daniel M

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83 - Resource - Agriculture Current Use

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14157 Rd 11 NW

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APRICANT:

Nep Number

City, States

Quincy WA

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2023 a Sommen Dans

Land:

\$607,215 Land:

\$47,905 District:

0024 - 0024

Improvements:

\$0 Improvements:

\$0 Current Use/DFL:

Yes

Permanent Crop:

\$0 Permanent Crop:

\$0 Senior/Disability Exemption:

No

Total

\$607,215 Total

\$47,905 Total Acres:

65.50000

Ownership

Secret Williams	Commentary of	Owner Type
Blain, Daniel M	100%	Title Owner
Blain, Daniel M	0%	* TR Selected Tax Payer

Sales History

Balle Style	s don't comment	# 2.1 # 15	£,300 lead	Sie Market	14 5635	\$
01/28/13		4	213362	Blain Est, Mary Arlene Doris	Blain, Daniel M	\$0
01/17/13		4			Blain Est, Mary Arlene Doris	\$0
06/08/09	1256116	4	201064	Blain, Doris A	Blain Etal, Doris A	\$0
08/21/06	1198802	4		Blain Est, John H	Blain, Mary Doris Arlene	\$0
07/13/06		4			Blain Est, John H	\$ 0
05/13/04	1198803	4			Blain, John Howard & Mary Arlene	\$0
05/13/04		4	192609	Blain Est, John H	Blain, Doris A	\$0
07/24/87	Bk 631 Pg 429	2			Blain, John H & Doris A	\$0
03/17/72	Bk 105 Pg 358	1		Kott, Vivian D	Blain, John H & Doris A	\$0
03/17/72	Bk 102 Pg 173	1		Kott, Vivian D	Blain, John H & Doris A	\$ 0
07/23/62	V 37 Pg 112	1	33410	Kott, George F & Vivian D	Blain, John H & Doris A	\$21,200

Building Permits

No Building Permits Available

Historical 1484643

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TAYMENT CARL

Mclison McKnight G. sar Courts Ascressor P. C. Box 37 (poster to the 9482)

Assessor Treasurer

Appraisol MapSifter

Parcel

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Mack Bamboal

83 - Resource - Agriculture Current Use

Addressia

14157 Rd 11 NW

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City, Stoller

Quincy WA

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98848-9670

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FU 281 BLOCK 73 11 20 24

Walter of 1/82

2072 Started Same

2024 Tunible Vitua

ARP Assessment that

Land:

\$113,850 Land:

0024 - 0024

Improvements:

\$0 Current Use/DFL:

\$18,870 District:

\$0 Improvements:

Yes

Permanent Crop:

\$0 Permanent Crop:

\$0 Senior/Disability Exemption:

No

Total

\$113,850 Total

\$18,870 Total Acres:

11.00000

Ownership

Civilians's Marina	Orangestap fr	(Contrage
Blain, Daniel M	100%	Title Owner
Blain, Daniel M	0%	* TR Selected Tax Payer

Sales History

Firbalo	pacing in I	The Property of	engiste fi	Gorage	(G) and (C)	\$ t 14,6
01/28/13		4	213362	Blain Est, Mary Arlene Doris	Blain, Daniel M	\$0
01/17/13		4			Blain Est, Mary Arlene Doris	\$0
06/08/09	1256116	4	201064	Blain, Doris A	Blain Etal, Doris A	\$0
08/21/06	1198802	4		Blain Est, John H	Blain, Mary Doris Arlene	\$0
07/13/06		4			Blain Est, John H	\$0
05/13/04	1198803	4			Blain, John Howard & Mary Arlene	\$0
05/13/04		4	192609	Blain Est, John H	Blain, Doris A	\$0
07/24/87	Bk 631 Pg 429	2			Blain, John H & Doris A	\$0

Building Permits

717 / 99 717

8/23/1999 8/23/1999

PLACEMENT EXPIRED PLACEMENT EXPIRED \$45,225.00 \$45,225.00

Historical Valuation Info

03/30/2023 08:56 AM 65 R 267.50 Grai

Grant Co. WA

2022 Blain, Daniel M \$113,850

https://grantwa-taxsifter.publicaccessnow.com/Assessor.aspx?keyld=2027872&parc





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SIMPLY SCARCE PALARY FORDER OF PARTIES ADJUSTED FOR MADE CHARACT DESIGNATION

-AMMEN CARTIN

Makera Maneight
Hand County of teason P. D. Box 37 Span Rd (M. 98823)

Assessor Treasurer Appraisal MapSifter

Parcel

 Musicalities
 O40411086
 Graph Resource - Agriculture Current Use
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ывыприйных **FU 112 BLOCK 73 10 20 24**

Camara tt.

20° 2 day on thy more 2022 for object to the trade 2022 and and the 2022 and a second to 2022 and 2022

\$539,355 Land: Land: \$42,545 District: 0017 - 0017 \$0 Current Use/DFL: Improvements: \$0 Improvements: Yes Permanent Crop: \$0 Permanent Crop: \$0 Senior/Disability Exemption: No \$539,355 Total Total \$42,545 Total Acres: 52.50000

Ownership

Blain, Daniel M 100% Title Owner
Blain, Daniel M 0% *TR Selected Tax Payer

Sales History

· Farrage Ja 181 137 16 a the Contained Parint = 950 varinger that state. 4 1/24 12 07/01/14 1334899 3 Quincy, City of \$0 1333374 05/20/14 Quincy, City of \$0

Building Permits

No Building Permits Available

Historical Valuation Info

2022	Blain, Daniel M	\$539,355	\$0	\$0	\$539,355	\$0	\$42,545
2021	Blain, Daniel M	\$469,005	\$0	\$0	\$469,005	\$0	\$92,915
2020	Blain, Daniel M	\$469,005	\$ 0	\$0	\$469,005	\$0	\$112,940
2019	Blain, Daniel M	\$497,145	\$0	\$0	\$497,145	\$0	\$128,980
2018	Blain, Daniel M	\$436,175	\$0	\$0	\$436,175	\$0	\$123,355

Parcel Co

1484643 03/30/2023 08:56 AM ORDM Page 58 of 65 R 267.50 Grant Co, WA







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SIMPLE SEARCH SALES FEARCH REETSIFTER COUNTY HOME PAGE CONTACT DISCLAIMEN

PAYMENT CARTIO

Mehses McKnight Grant County Assessor P. O. Scu 37 Ephrana, WA 96823

WapSifter Assessor Treasurer Appraisal

Parcel

Parcul.

040411085

Owner Name:

Blain, Daniel M

DOR Com:

83 - Resource - Agriculture Current Use

Addres to

14157 Rd 11 NW

Situst

14157 NW RD 11, QUINCY

Address2:

Quincy WA

Map Number

City, State:

Statur.

A 140:

98848-9670

Description:

FU 111 BLOCK 73 10 20 24 (PRELIM BLAIN SP)

Convinents

2022 Market Value

2022 Texable Value

2022 Assessment Data

Land:

\$530,600 Land:

\$647,555 Total

\$92,680 District:

0017 - 0017

Improvements:

\$116,955 Improvements:

\$116,955 Current Use/DFL:

\$0 Permanent Crop:

\$0: Senior/Disability Exemption:

Yes No

Permanent Crop: Total

\$209,635 Total Acres:

51.00000

Ownership

Owner's Name

Ownership To

Gurner Type

Blain, Danlel M

100%

Title Owner

Blain, Daniel M

0%

* TR Selected Tax Payer

Sales History

Sale Dute

Sales Document

Grantee

07/01/14

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Quincy, City of

05/20/14

1333374

Quincy, City of

\$0 \$0

Building Permits

No Building Permits Available

Historical Valuation Info

	Ę		P 0.00	* 1a	4	DOG ME
2022	Blain, Daniel M	\$530,600	\$116,955	\$0 \$642	7,555 \$0	\$209,635
2021	Blain, Daniel M	\$466,700	\$130,575	\$0 \$597	7,275 \$0	\$226,730
2020	Blain, Daniel M	\$466,700	\$156,180	\$0 \$622	2,880 \$0	\$276,835
2019	Blain, Daniel M	\$471,565	\$130,575	\$0 \$602	2,140 \$0	\$259,470
2018	Blain, Daniel M	\$416,185	\$123,665	\$0 \$539	9,850 \$0	\$247,270

Parcel Cor

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https://grantwa-taxsifter.publicaccessnow.com/Assessor.aspx?keyld=2039108&pa

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

TO: The City Council of the City of Quincy

Comes now Cust A. Morris				
and hereby notifies the City Council of the City of Quincy that it intends to commence proceedings to have the real property owned by Danie Rand and described below annexed to the City of Quincy, that it is the owner of in excess of ten percent (10%) in value according to the assessed valuation thereof, of the property for which annexation will be petitioned; and that it respectfully requests the City council within sixty (60) days to determine whether the city accepts the proposed annexation.				
Legal Descritpion: SEE ATTACHED				
1) FARM UNIT 281, 873 QCBID				
2) FARM MUIT 111, B73 QCBID				
3) FARM UNIT 112, BO3 GEBID				
4) FARM MAIT 98, B 73 &CBID				
Dated: MAy 25 - 20:12 By: Dund n Blan Owner				

1484643 03/30/2023 08:56 AM ORDN Page 60 of 65 R 267.50 Grant Co, WA

. 1884 BIR III BURAR BURA BERAR BURAR B

Parcel 1

Order No.: G-20704

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 281, Irrigation Block 73, First Revision, Columbia Basin Project, according to the plat thereof recorded in November 29, 1951, records of Grant County, Washington.



Order No.: G-20700

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 111, Irrigation Block 73, First Revision, according to the plat thereof filed November 29, 1951, records of Grant County, Washington.

A more complete legal description will be provided by survey prior to closing.

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PARCEL 3

Order No.: G-20702

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 112, Irrigation Block 73, First Revision, according to the plat thereof filed November 29, 1951, records of Grant County, Washington.

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PARCEL 4

Order No.: G-20703

Exhibit "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Farm Unit 98, Irrigation Block 73, First Revision, according to the plat thereof filed November 29, 1951, records of Grant County, Washington.

1484643 03/30/2023 08:56 AM ORDN Page 64 of 65 R 267.50 Grant Co, WA CITY OF QUINCY



PETITION FOR ANNEXATION

TO: City Council, City of Quincy

Date: 10-2-2022

We the undersigned, the legal owners of property, according to the records of the Grant County Assessor, do hereby petition the below described property to be annexed by the City of Quincy, and be included within the boundaries of said city. Said annexation is sought pursuant to RCW 35A.14.120.-150.

Legal Description:

- 1) FARM UNIT 112, B73 QCBID
 2) FARM UNIT 111, B73 QCBID
 3) FARM UNIT 281, B73 QCBID

- 4) FARM UNIT 98, B73 OCBID

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

Signature	Name and Address and Date
1. Dans on Blain	DANIEL BLAIN
2	14157 RD 11 NW QUINCY, WA 98848
3	
4	
	1484643 03/30/2023 08:56 AM ORDN Page 65 of 65 R 267.50 Grant Co, WA