

ORDINANCE NO. 796

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY TO THE TOWN OF WINTHROP, WASHINGTON, AND INCORPORATING THE SAME WITHIN THE CORPORATE LIMITS THEREOF, PROVIDING FOR THE ASSUMPTION OF EXISTING INDEBTEDNESS, PROVIDING THE SAME SHALL BE SUBJECT TO THE COMPREHENSIVE LAND USE PLAN, AND ASSIGNING ZONING CLASSIFICATION.

WHEREAS, a Notice of Intent to Annex was filed with the Town of Winthrop by Methow Housing Trust, a Washington Nonprofit Corporation (“Petitioner”); and,

WHEREAS, a meeting was held with the initiating parties resulting in a decision by the Town Council to:

1. Accept the proposed annexation;
2. Require the simultaneous adoption of the Comprehensive Plan for the area to be annexed;
3. Require the assumption of the pro rata share of all existing Town indebtedness by the area to be annexed;
4. Require the simultaneous designation of Planned Residential (PR) district classification; and,

WHEREAS, a Petition for Annexation, attached hereto as **Exhibit A**, was made by the Petitioner in writing and filed with the Town Council seeking annexation of the real property described therein, all of which property is contiguous to the corporate limits of the Town of Winthrop; and,

WHEREAS, said Petition was signed by the owners of the real property described in the Petition for Annexation; and,

WHEREAS, the Winthrop Planning Commission held a public hearing on the Petition at their May 13, 2025 meeting and forwarded a recommendation to be considered by the Town Council; and,

WHEREAS, the Petition was set for hearing before the Town Council of the Town of Winthrop and Notice of the Petition and the hearing thereon was published and posted as required by law; and,

WHEREAS, the Town Council held a public hearing upon said Petition on June 18, 2025, and determined to approve the annexation, subject to Petitioner entering into an Annexation Agreement agreeing to certain restrictions upon development of the annexed land, and Petitioner has executed such Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF WINTHROP, WASHINGTON, AS FOLLOWS:

Section 1. Upon agreeing to meet all the conditions set forth in the findings of fact by the Town Council, the real property described in **Exhibit B** attached hereto and incorporated herein as though fully set forth is hereby annexed to and declared to be a part of the Town of Winthrop, subject to the terms of the Annexation Agreement, a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference.

Section 2. All property within the territory annexed shall, after the effective date hereof, be assessed and taxed at the same rate and on the same basis as the property within the Town for any outstanding indebtedness of the Town of Winthrop contracted prior to, or existing at, the date of annexation.

Section 3. The subject annexed real property shall be zoned Planned Residential (PR).


Section 4. All property within the territory so annexed shall be subject to, and be a part of, the Comprehensive Plan of the Town of Winthrop as now adopted, or as hereinafter amended. Jurisdiction and effect of all Ordinances of the Town are extended to the above described annexed real property.

Section 5. A copy of this Ordinance shall be filed and recorded as provided by law.

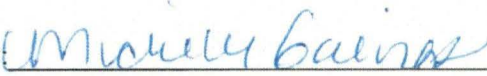
Section 6. This Ordinance shall become effective from and after its passage by the Town Council, approval by the Mayor, and publication as required by law.

PASSED BY THE TOWN COUNCIL THIS 6th DAY OF AUGUST, 2025.


APPROVED:

By: 
Sally Ranzau, Mayor

ATTEST:

By: 
Michelle Gaines, Clerk-Treasurer

APPROVED AS TO FORM:

By: 
W. Scott DeTro, Town Attorney



PETITION FOR ANNEXATION TOWN OF WINTHROP

TO: The Town of Winthrop, County of Okanogan, State of Washington, COME NOW the undersigned petitioners and respectfully show as follows:

I.

That the undersigned petitioners request the described property which is attached hereto as Exhibit "A", which is located in Okanogan County, be annexed to the Town of Winthrop, State of Washington.

II.

That all of the said described property is situated within the County of Okanogan, State of Washington.

III.

That said described property is contiguous to the Town of Winthrop, State of Washington.

IV.

That attached hereto is a map which outlines the boundaries of the property sought to be annexed and is denominated Exhibit "B" and incorporated herein.

V.

That prior to the circulation of this petition, a meeting was held on the 5th day of March, 2025, between the initiating parties of this annexation and the Council of the Town of Winthrop at which time the Council accepted the petitioners letter of intent to annex and the Council motioned the and assumption of indebtedness, which the petitioners understand that the property, once annexed, comes under the land use designations of the town's comprehensive plan and becomes subject to applicable in-town taxes.

VI.

That this petition is signed by the owners of a majority of the acreage for which annexation is sought; as determined by the Okanogan County Assessor,

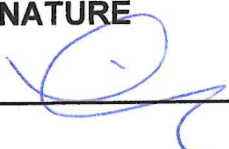
WHEREFORE, petitioners request that the Town Council of the Town of Winthrop entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in

the Town, and to post the notice to specify the time and place of the hearing and to invite all interested persons to appear and voice approval or disapproval of the annexation.

WARNING

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

Please check the boxes that apply. "O" signifies that you are the owner of property within the annexation area, "V" signifies that you are a registered voter residing in the annexation area.

O	V	NAME	ADDRESS	SIGNATURE	DATE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Danica Beady MHT Exec Director	31 West Chewee Road, Wintrop		3/5/2025
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

RECEIVED

MAR 5 2025

TOWN OF WINTHROP

Methow Housing Trust Annexation Proposal

Legal Description of Area to be Annexed:

Parcels: 3421020539 and 342102536

That part of the Southeast quarter of the Southeast quarter, and of the Northeast quarter of the Southeast quarter and of the West half of the Southeast quarter of Section 2, Township 34 North, Range 21 East, W.M., and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Southeast Quarter from which the Southeast corner of said Section 2 bears North 89°37'25" East at a distance of 1315.57 feet;

Thence from said Southwest corner North 01°21'53" East for a distance of 702.90 feet to the True Point of Beginning;

Thence from said Point of Beginning, continuing North 01°21'53" East for a distance of 604.16 feet to a found stone marking the Northeast corner of the Plat of Heckendorn as filed in Book A of Plats on Page 39 of the Records of Okanogan County Auditor's office, Okanogan County, State of Washington;

Thence from said found stone, along the North line of said Plat South 88°47'55" West for a distance of 229.03 feet;

Thence leaving said North line North 20°48'41" West for a distance of 211.48 feet;

Thence North 01°12'23" West for a distance of 58.44 feet;

Thence North 06°08'19" West for a distance of 20.26 feet;

Thence North 89°56'59" East for a distance of 134.88 feet;

Thence South 43°58'11" East for a distance of 134.00 feet

Thence North 89°55'19" East for a distance of 219.51 feet to the West right of way line of the Chewack Ditch;

Thence along said right of way South 32°20'08" East for a distance of 85.18 feet;

Thence continuing along said right of way South 35°38'15" East for a distance of 46.93 feet;

Thence South 40°07'21" East for a distance of 65.80 feet;

Thence South 38°37'09" East for a distance of 141.26 feet;

Thence South 43°07'03" East for a distance of 37.07 feet;

Thence South 31°44'44" East for a distance of 43.04 feet;

Thence South 15°07'03" East for a distance of 89.25 feet;

Thence South 25°38'08" East for a distance of 62.64 feet;

Thence leaving said right of way South 55°02'55" West for a distance of 547.04 feet;

Thence North 34°57'05" West for a distance of 13.51 feet to the Point of Beginning containing ±6.50 acres and being subject to all easements of record.

Also known as Parcel A of the Boundary Line Adjustment recorded under Auditor's File Number 3248923.

Along with that portion of Lot 4 of said Boundary Line Adjustment lying Southwest of a line parallel to and 9.75 feet Northeast from the Northeast line

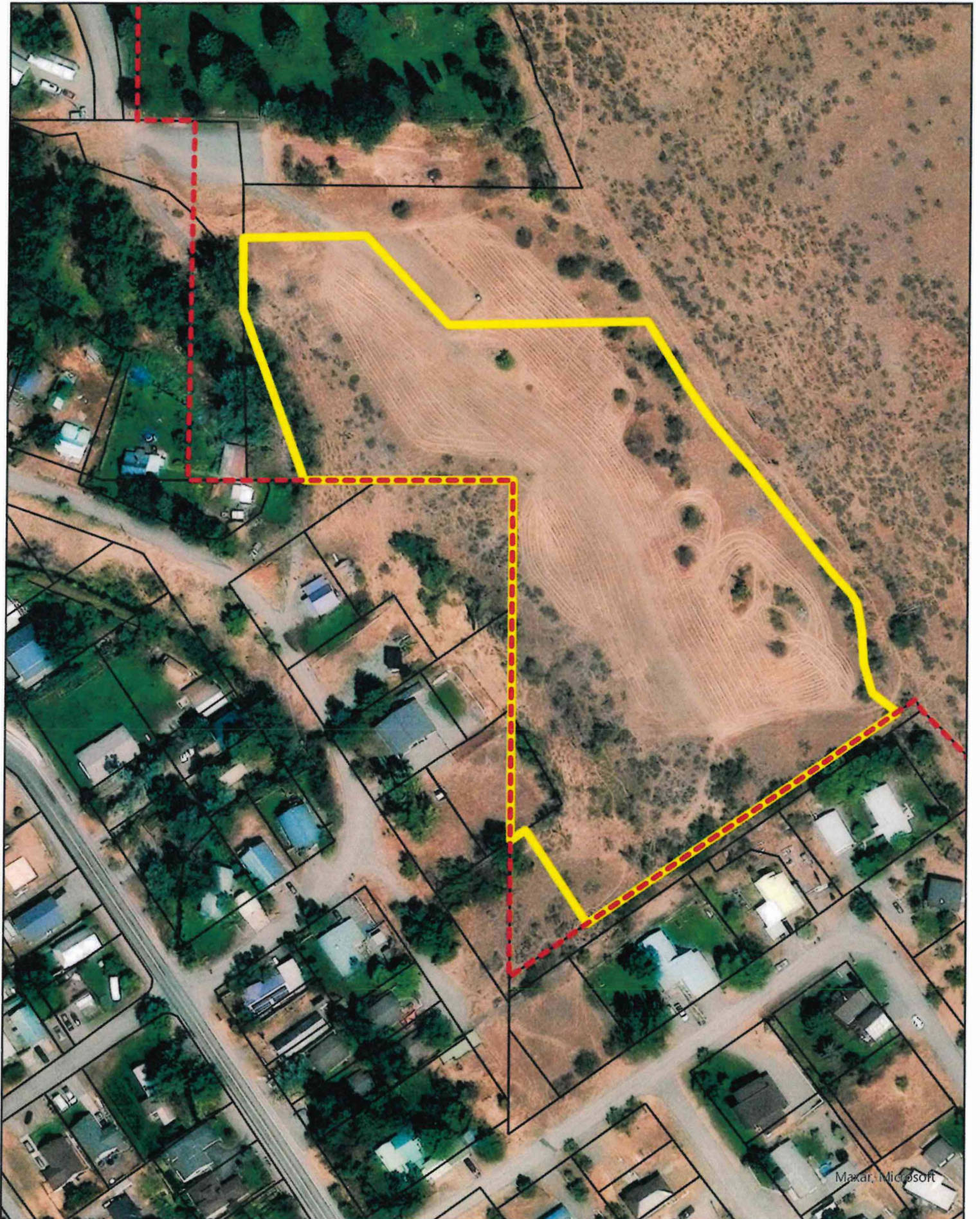
Referenced Legal Description:

Description of Lot 2 from BLA under AFN 3281361

Being situated in the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 21 East, W.M., being more particularly described as follows:

That portion of Parcel A of the Boundary Line Adjustment recorded under Auditor's File Number 3248923, lying South of the North line of Lot 2, Block 16 in the plat of Heckendorn recorded in Volume A of Plats, Page 39, lying North of Lot 4 of the Jerry Sullivan Property Record Survey recorded under Book B of Surveys, Page 241, and lying Southwest of a line parallel to and 120 feet distance from the Northeast line of Filer Avenue per said Plat of Heckendorn.

EXHIBIT B - PROPERTY MAP



Maxar, Microsoft

Exhibit "B"



Filed at the request of,
and after recording return to:

Town of Winthrop
P.O. Box 459
Winthrop, WA 98862-0459

↑↑↑↑↑↑↑↑
This Space Provided
for Recorder's Use:

Document Title: Annexation Agreement.

Reference Number of
Document Assigned
or Released: N/A.

Petitioner: Methow Housing Trust, a Washington non-profit corporation.

Name of Annexing
Entity: Town of Winthrop, a Washington municipal corporation.

Legal Description: Lot 4 of BLA recorded AFN 3281361 52 T34 R21

Assessor's Property
Tax Parcel/Account
Number: 3421020539

THIS COVER SHEET AND THE LEGAL DESCRIPTION HEREON IS FOR RECORDING PURPOSES ONLY AND IT SHALL NOT MODIFY OR CHANGE IN ANY WAY THE CORRECT LEGAL DESCRIPTION OF THE SUBJECT PREMISES OR ANY OTHER FACT AS SET FORTH ON THE ATTACHED DOCUMENT OF CONVEYANCE.



ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, hereinafter referred to as "Agreement", is made and entered into this 2nd day of July, 2025, by and between the Town of Winthrop, a Washington municipal corporation, hereinafter referred to as "Town", the Methow Housing Trust, a Washington non-profit corporation, hereinafter referred to as "MHT".

RECITALS

A. MHT is the record owner of certain real property and improvements described in **Exhibit A** attached hereto, and incorporated herein as if fully set forth, hereinafter referred to as the "Property".

B. The Property is the subject of a proposed annexation, and MHT has submitted a Petition for Annexation to the Town to annex the Property within the present municipal boundaries of the Town. The area within the proposed annexation is contiguous to the present municipal boundaries of the Town and is surrounded on two sides by the Town's municipal boundaries. The remaining sides of the property are contiguous to the Meadowlark Natural Area, owned by the Town, and Sullivan Cemetery. A map of the Property which is the subject of the proposed annexation is attached hereto as **Exhibit B** and incorporated herein as if fully set forth.

C. The 2015 Town of Winthrop Comprehensive Plan identifies the Property as a potential annexation area.

D. The Town's current Water System Plan includes the proposed annexation area in its retail service area. Engineering calculations support serving the Property without loss of capacity. The Town has a duty to provide new water service connections to the Property upon request as outlined in WAC 246-290-106, whether or not the Property is annexed into the Town.

E. The Town's Sewer Plan approved by the Town and Department of Ecology includes the proposed annexation area in the planning area. The Town's engineering consultants have indicated that the Town can connect the Property.

F. It is the intent of MHT to complete the annexation proceedings for incorporation of the Property into the Town.

G. On November 3, 2021, the Town passed a "Resolution Declaring a Housing Crisis in the Methow Valley", resolving inter alia that "The Town shall engage in collaborative action with public, non-profit and citizen entities that are locally engaged in addressing the housing crisis."

H. The Town has determined that there are certain impacts as a result of this annexation, and the Town desires to ensure that the Property is developed in a manner that is consistent with the Town's Comprehensive Plan, the Zoning Code and development objectives.

I. The Town Council, functioning in its legislative capacity, intends to annex the Property and agrees to the terms and conditions of this Agreement, and MHT agrees to the terms and conditions of this Agreement as a condition of annexation, and to induce the Town Council to approve the annexation process.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, the Parties do hereby agree as follows:

Section 1. Completion of Annexation Process.

MHT will file with the Town all documents necessary to complete the annexation process, as required under RCW 35.13;

Section 2. Waiver of Protest.

MHT hereby covenants and agrees not to protest or challenge by referendum or any other method, the annexation of the Property to the Town under the terms of the Petition for Annexation and this Agreement.

Section 3. Land Use and Zoning Designations.

A. Amendment of Comprehensive Plan. The Town agrees to initiate proceedings pursuant to the Winthrop Municipal Code to amend the Comprehensive Plan land use designation map to establish the land use designation for the Property as Residential.

B. Zoning Designation. The Parties agree that the zoning designation for the Property upon annexation shall be Planned Residential.

C. No Warranties. The Town does not warrant or guarantee that the Comprehensive Plan and zoning designation amendments listed in paragraphs 3A and 3B shall be completed as requested, but the Town agrees to initiate and support such Comprehensive Plan and zoning designations as listed.

Section 4. Assumption of Fair Portion of Town's Existing Indebtedness.

The Housing Trust agrees that upon annexation, it shall assume their proportionate amount of the Town's existing indebtedness at the time of annexation.

Section 5. Development of Property.

A. Traffic Study. Prior to final approval of any development plan, MHT will participate in a traffic study and in the design and construction of roadway improvements to address potential traffic impacts of development. The traffic study shall include assessment of traffic flow; potential points of congestion; factors of bicycle, traffic, and pedestrian safety; and analysis of each of the three intersections with Castle Avenue that could be access points for the Larkspur neighborhood.

B. Development Agreement. MHT agrees that prior to approval of the MHT's application for any permits for fill and grade or construction of any buildings or structures, or improvements, including subdivision and infrastructure improvements, on the Property in which MHT has any interest whatsoever, MHT will execute a Development Agreement with the Town pursuant to RCW 36.70B, and such other basis as provided by law, which complements this Annexation Agreement and addresses water and sewer availability/ capacity and other improvements.

Section 6. Covenant Running with the Land.

This Agreement shall be binding on the Parties, and their respective heirs, executors, successors, grantees, and assignees. This Agreement shall constitute a covenant running with the Property and shall be recorded with the Okanogan County Auditor.

Section 7. Land Use Regulations.

The obligations of this Agreement are in addition to the requirements of the Town Municipal Code, environmental regulations, and other statutes and regulations, and not in lieu thereof. Nothing in this Agreement shall relieve or excuse MHT from performing any obligation or condition of development of the Property in effect at the time of application for development or land use action.

Section 8. Enforcement and Attorney's Fees.

This Agreement maybe specifically enforced in equity in addition to any other remedy provided by law. In the event that suit is brought to enforce any of the provisions of this Agreement, the prevailing shall be entitled to recover reasonable costs and attorney's fees from the other party.

Section 9. Governing Law and Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Okanogan County Superior Court.


IN WITNESS WHEREOF, Owner has set his hand and seal the day and year first above written.

OWNER:

By: 
Danica Ready, Executive Director
Methow Housing Trust

TOWN:

TOWN OF WINTHROP:

By: 
Sally Ranzau, Mayor

ATTEST:

By: 
Michelle Gaines, Clerk/Treasurer

STATE OF WASHINGTON)

SS:

County of Okanogan)

I certify that I know or have satisfactory evidence that Danica Ready appeared before me and signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: 7/8, 2025



Michelle Gaines
Michelle Gaines (printed name)
Notary Public in and for the State of Washington,
residing at Omak WA. My appointment
expires: 9/29/2026.

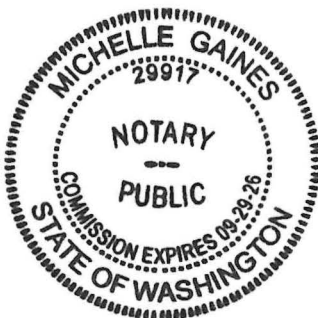
STATE OF WASHINGTON)

SS:

County of Okanogan)

I certify that I know or have satisfactory evidence that Sally Ranzau is the person who appeared before me, and acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the TOWN OF WINTHROP to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/7, 2025



Michelle Gaines
Michelle Gaines (printed name)
Notary Public in and for the State of Washington,
residing at Omak WA. My appointment
expires: 9/29/2026.

Legal Description of "Property"

Lot 4 of the Boundary Line Adjustment recorded under Auditor's File Number 3281361.

Excepting therefrom that portion of said Lot 4 lying Southwest of a line parallel to and 9.75 feet Northeast from the Northeast line of Lot 2 of said Boundary Line Adjustment.

Containing 6.09 acres, more or less.

Referenced legal description for Lot 4 of BLA 3281361:

That part of the Southeast quarter of the Southeast quarter, and of the Northeast quarter of the Southeast quarter and of the West half of the Southeast quarter of Section 2, Township 34 North, Range 21 East, W.M., and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Southeast Quarter from which the Southeast corner of said Section 2 bears North 89°37'25" East at a distance of 1315.57 feet;

Thence from said Southwest corner North 01°21'53" East for a distance of 702.90 feet to the True Point of Beginning;

Thence from said Point of Beginning, continuing North 01°21'53" East for a distance of

604.16 feet to a found stone marking the Northeast corner of the Plat of Heckendorn as filed in Book A of Plats on Page 39 of the Records of Okanogan County Auditor's office, Okanogan County, State of Washington;

Thence from said found stone, along the North line of said Plat South 88°47'55" West for a distance of 229.03 feet;

Thence leaving said North line North 20°48'41" West for a distance of 211.48 feet; Thence North 01°12'23" West for a distance of 58.44 feet;

Thence North 06°08'19" West for a distance of 20.26 feet;

Thence North 89°56'59" East for a distance of 134.88 feet;

Thence South 43°58'11" East for a distance of 134.00 feet

Legal Description of "Property"

Thence North 89°55'19" East for a distance of 219.51 feet to the West right of way line of the Chewack Ditch;

Thence along said right of way South 32°20'08" East for a distance of 85.18 feet; Thence continuing along said right of way South 35°38'15" East for a distance of 46.93 feet;

Thence South 40°07'21" East for a distance of 65.80 feet; Thence South 38°37'09" East for a distance of 141.26 feet; Thence South 43°07'03" East for a distance of 37.07 feet; Thence South 31°44'44" East for a distance of 43.04 feet; Thence South 15°07'03" East for a distance of 89.25 feet; Thence South 25°38'08" East for a distance of 62.64 feet;

Thence leaving said right of way South 55°02'55" West for a distance of 547.04 feet; Thence North 34°57'05" West for a distance of 13.51 feet to the Point of Beginning containing ±6.50 acres and being subject to all easements of record.

Also known as Parcel A of the Boundary Line Adjustment recorded under Auditor's File Number 3248923.

Excepting therefrom the following described tract:

Being situated in the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 21 East, W.M., being more particularly described as follows:

That portion of Parcel A of the Boundary Line Adjustment recorded under Auditor's File Number 3248923, lying South of the North line of Lot 2, Block 16 in the Plat of Heckendorn recorded in Volume A of Plats, Page 39, lying North of Lot 4 of the Jerry Sullivan Property Record of Survey recorded under Book B of Surveys, Page 241, and lying Southwest of a line parallel to and 120.00 feet distance from the Northeast line of Filer Avenue per said Plat of Heckendorn.

Also excepting therefrom, the following described tract:

Being a portion of Parcel A of the Boundary Line Adjustment recorded under Auditor's File Number 3248923, situated in the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 21 East, W.M., being more particularly described as follows:

Legal Description of "Property"

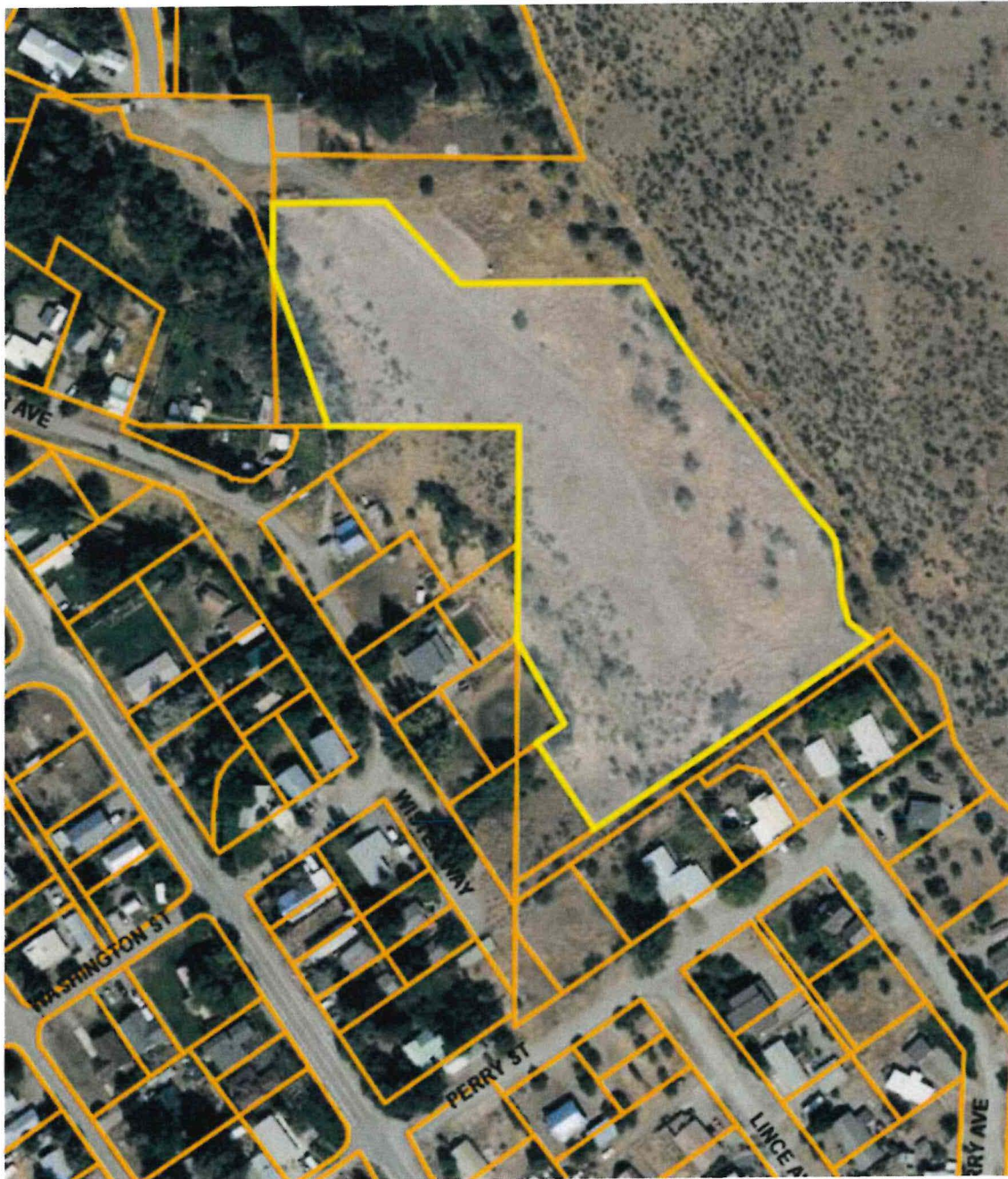
Beginning at the Northernmost corner of Parcel 4 of the Boundary Line Adjustment recorded under Auditor's File Number 3227305, being the True Point of Beginning; Thence in a South-easterly direction, parallel to the Northeast line of Filer Avenue according to the Plat of Heckendorn recorded in Volume A of Plats, Page 39, a distance of 119.54 feet, more or less, to the extended North Line of Lot 2, Block 16 of said Plat; Thence in a Southwesterly direction with said extended North line of Lot 2 a distance of

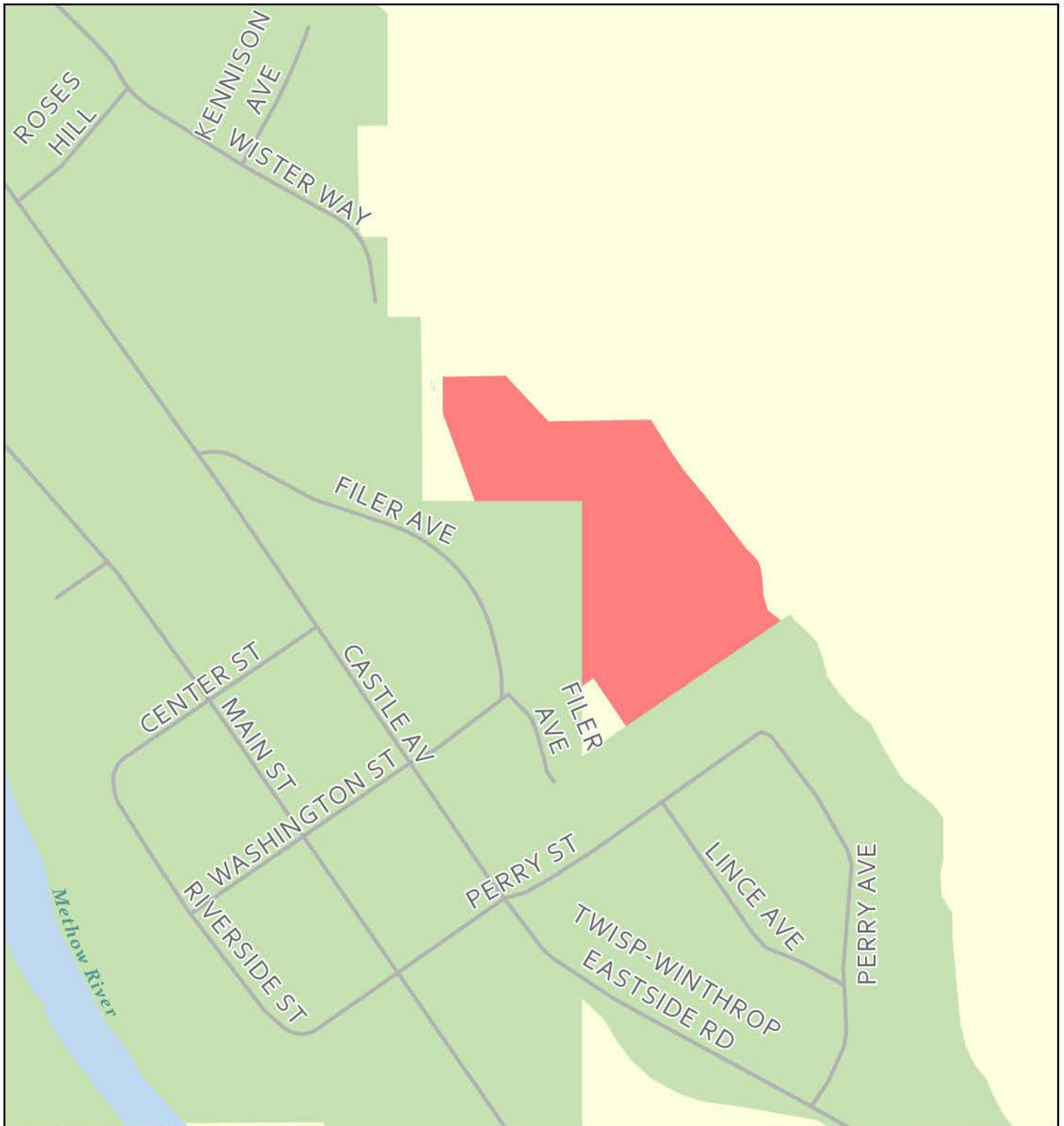
88.08 feet, more or less, to the West line of said Southeast Quarter of the Southeast Quarter;

Thence with said West line in a Northerly direction a distance of 148.45 feet, more or less, to the Point of Beginning;

Containing 5.93 Acres, more or less.

Map of "Property"





Larkspur Annexation Ordinance #796 2025

Spatial Reference
Name: NAD 1927 StatePlane Washington North FIPS 4601

