

AGREEMENT

This Agreement is made and entered into this _____ day of February, 2024, by and between the City of Okanogan, a Washington municipal corporation, hereinafter “City”, and Gagandeep Bains and Jatinder Bains, husband and wife, hereinafter “Bains”, and collectively referred to as the "Parties".

RECITALS

A. Bains are the record owners of certain real property located in Okanogan, Washington, commonly known as 520 Second Avenue South, Okanogan, Washington, Okanogan County Tax Parcel No. 1190070110, hereinafter the “Premises”.

B. A Final Notice and Order dated August 10, 2023, hereinafter “Notice and Order”, was issued by Bryan Forbus, Building Official/Permit Administrator of the City finding the building upon the Premises, hereinafter “building”, to be dangerous pursuant to the Uniform Code for Abatement of Dangerous Buildings, hereinafter the “Uniform Code”.

C. Bains filed an Appeal of the Notice and Order and was received by the City on September 26, 2023, hereinafter “Appeal”.

D. An open record hearing was held on the Appeal before the Board of Appeals of the City on October 30, 2023, pursuant to Chapter 6 of the Uniform Code.

E. A decision was rendered by the Board of Appeals that denied Bains’ Appeal since such Appeal was not properly and timely filed by Bains.

F. Bains has requested, through their attorney, that the Notice and Order requiring demolition of the building on the Premises be stayed to allow

immediate clean-up and securing of the Premises and rehabilitation of such building on the Premises pursuant to the terms and conditions contained herein.

G. The City is willing to stay the Notice and Order and demolition of the building on the Premises for a certain period of time to allow Bains the ability to clean-up and secure the Premises and rehabilitate the building rather than require demolition at this time, provided that Bains complies with the terms of this Agreement.

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

1. The Notice and Order shall be stayed temporarily to allow Bains the ability to clean-up and secure the Premises and rehabilitate the building on the Premises. Provided, such stay shall only be effective as long as Bains strictly comply with the terms of this Agreement.

2. Bains shall undertake and pay all expenses to clean up the Premises and building upon the Premises (to include, but not limited to, cleaning up trash and debris, mow/cut down and remove weeds and dead shrubs and remove any painted graffiti from the building), and secure the building upon the Premises against squatters and other persons and arson (to include, but not limited to, securing and covering or replacing all entrances/doors and windows, and posting the property against trespassers). Bains shall commence such clean up and securing the building on the Premises on or before February 14, 2024, and shall be completed by April 14, 2024. Prior to rehabilitation of the building, Bains shall continue to keep the Premises and building on the Premises cleaned up and secure as provided herein.

3. Bains shall make application to the City for a building permit with specific engineered detailed plans (“plans”) by April 30, 2024. Such plans shall be prepared by a licensed engineer/architect, shall be complete, and shall provide how the Bains are going to rehabilitate the building, and shall comply with all applicable statutes, codes and regulations required for the issuance of a new building permit. If such application for a building permit and specific engineered detailed plans comply with the applicable statutes, codes and regulations required for the issuance of a new building permit, with all fees paid thereto as required by City codes and ordinances, the City shall issue a new building permit to Bains to allow the repair and reconstruction (rehabilitation) of the building on the Premises toward a new use.

4. Upon issuance of a new building permit, Bains shall commence repair and reconstruction (rehabilitation) of the building within ten (10) days of issuance of the building permit.

5. The repair and reconstruction (rehabilitation) of the building toward new use shall be completed on or before six (6) months from the date of issuance of the building permit.

6. Bains does hereby grant to the City, its employees, officials, agents, and contractors the right to enter upon the Premises, including the building upon the Premises, at any time without notice for the purposes of inspection for any purpose, including compliance with this Agreement.

7. Bains does hereby release, waive and covenant not to sue the City regarding the enforceability, effectiveness or contents of the Notice and Order, and the Notice and Order shall remain in effect during the term of this Agreement.

8. In the event of default of Bains on the terms of this Agreement, upon 10-days written notice to Bains, the City may take the following action:

a. Declare Bains to be in default, and proceed with the Order for Action/Work contained in the Notice and Order.

b. Declare Bains to be in default, and if it appears to the City that Bains has made a good faith effort to comply with the terms of this Agreement, and such default is a result of no fault of Bains, the City may unilaterally extend any of the deadlines provided in this Agreement to allow Bains to cure such default. Provided, such decision to extend shall be at the sole discretion of the City, and Bains hereby waives, releases and covenants not to sue the City regarding this Agreement in the event the City unilaterally refuses to extend such deadlines pursuant to this paragraph.

9. Any amendment or change to this Agreement shall not be effective unless it is in writing and signed by the Parties hereto.

10. In case any action at law or in equity is brought against the City, or any of its officers, officials, employees or agents, for or on account of the failure, omission or neglect of Bains or its employees, representatives, agents or subcontractors, to do and perform any of the covenants, acts, matters or things by this Agreement undertaken or to be done or performed by Bains, its employees, representatives, agents or subcontractors, or for any death, injury or damage to persons or property caused by the negligence or alleged negligence of Bains, its employees, representatives, agents or contractors, Bains shall indemnify and defend such action entirely without cost to the City and pay or satisfy any and all judgments and decrees which may be rendered against the City or any of its officers, officials, employees or agents and all such actions, together with any interest and attorney's fees thereon, and all court costs of such action, and shall protect, indemnify, render and keep and save harmless the City, and its officers, officials, employees or agents or authorized representatives for and from all suits, damages, costs, expenses,

attorney's fees, judgments, or decrees whatever arising out of such action or suits as may be brought as aforesaid.

11. All work of Bains, its employees, representatives, agents or contractors, shall be conducted in compliance with applicable laws, regulations, statutes, ordinances, and codes of the United States Government, the State of Washington and the City, and any subdivision or agency thereof having jurisdiction.

12. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington and venue of any action shall be in the County of Okanogan, State of Washington.

13. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful parties' attorney's fees and costs incurred, including arbitration and appeal.

14. Any notice to be provided to Bains as provided in this Agreement shall be sent to the following address, via first class mail, postage prepaid:

Gagandeep Bains and Jatinder Bains
2042 Elmway
Okanogan, WA 98840

With a copy via email to:
Dale Crandall
North Cascades Law Group
dcrandall@crandall-law.com

Notice shall be deemed given on the date of postmark of the notice as provided herein.

15. Upon full compliance with this Agreement and determination by the City Building Official/Permit Administrator, at his sole discretion, that the building is no longer dangerous, and complies with all applicable codes, regulations and requirements, the City shall take such necessary steps to terminate the Notice and Order. Provided, that nothing in this Agreement shall prohibit the City from taking any subsequent action regarding the Premises or the building for future violations of any applicable law, code or regulation.

16. Bains does hereby acknowledge that they are represented by legal counsel of their own choice and have knowingly entered into this Agreement in consideration of the City staying the Notice and Order as provided herein. Bains further acknowledges that if they are in default of the Agreement as provided herein, they have no legal recourse against the City, its officers, officials, employees or agents regarding such default.

BAINS:

By _____
Gagandeep Bains

By _____
Jatinder Bains

STATE OF WASHINGTON)
County of Okanogan) ss.

I certify that I know or have satisfactory evidence that Gagandeep Bains is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: _____, 2024 _____
(printed name) _____
Notary Public in and for the State of
Washington; residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
County of Okanogan) ss.

I certify that I know or have satisfactory evidence that Jatinder Bains is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: _____, 2024 _____
(printed name) _____
Notary Public in and for the State of
Washington; residing at: _____
My Appointment Expires: _____

CITY:

By _____
Wayne L. Turner, its Mayor

ATTEST:

Jessica Blake, City Clerk-Treasurer

STATE OF WASHINGTON)

County of Okanogan) ss.

I certify that I know or have satisfactory evidence that Wayne L. Turner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged such as the Mayor of the City of Okanogan, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2024 _____
(printed name) _____
Notary Public in and for the State of
Washington; residing at: _____
My Appointment Expires: _____