



# FRANKLIN COUNTY

## PLANNING AND BUILDING DEPARTMENT

### VOLUNTARY AGREEMENT FOR MULTI-HOUSING AUTHORIZATION FARM FAMILY OR FARM LABOR FOR PERMANENT HIRED HELP

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Franklin, and \_\_\_\_\_, who owns the real property described below:

Franklin County Tax Parcel Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Assigned Address of Parcel Number: \_\_\_\_\_

Is the property owner's primary home a **Stick-Built** or **Factory-Assembled** structure?

If factory-assembled, please state when the home was placed on the property: \_\_\_\_\_ (year); and, the model year of the home: \_\_\_\_\_ (if different)

Legal Description of Parcel:

\_\_\_\_\_  
\_\_\_\_\_

Is this new dwelling for farm family use or farm labor for permanent hire help use? **Yes** **No**  
If yes, please briefly describe:

\_\_\_\_\_  
\_\_\_\_\_

**First Unit:** *Stick-built* or *Factory-Assembled* (circle one)

- If stick-built, please provide the assigned address: \_\_\_\_\_
- If factory-assembled, please provide the following information:

Model Year: \_\_\_\_\_ Model: \_\_\_\_\_ Assigned Address #: \_\_\_\_\_

Make: \_\_\_\_\_ Serial Number: \_\_\_\_\_

**Second Unit:** *Stick-built* or *Factory-Assembled* (circle one)

- If stick-built, please provide the assigned address: \_\_\_\_\_
- If factory-assembled, please provide the following information:

Model Year: \_\_\_\_\_ Model: \_\_\_\_\_ Assigned Address #: \_\_\_\_\_

Make: \_\_\_\_\_ Serial Number: \_\_\_\_\_

**Third Unit:** *Stick-built* or *Factory-Assembled* (circle one)

- If stick-built, please provide the assigned address: \_\_\_\_\_
- If factory-assembled, please provide the following information:

Model Year: \_\_\_\_\_ Model: \_\_\_\_\_ Assigned Address #: \_\_\_\_\_

Make: \_\_\_\_\_ Serial Number: \_\_\_\_\_

LAND USE – ZONING CODE – BUILDING CODE – FIRE CODE – CODE ENFORCEMENT – BUSINESS REGISTRATION

502 W. BOEING ST. - PASCO, WA 99301 - [509] 545-3521 - FAX [509] 546-3367 - BURN LINE [509] 545-3586 - BLDG. INSP. LINE [509] 545-3522

WWW.FRANKLINCOUNTYWA.GOV

**WITNESSETH**

- 1) The County of Franklin and the above named property owner agrees that if the conditions set forth in paragraph #2 of this agreement are violated, the property owner must abate the situation in the manner set forth in paragraph #3 of this agreement.
- 2) The terms and conditions of this agreement are as follows:
  - a) That this multi-housing authorization permit shall be in conformance with the Franklin County Development Regulations, Zoning Ordinance #7-2005, as amended thereafter; and
  - b) That this multi-housing authorization permit is for **farm family** or **farm labor for permanent hired help**, and any other use is expressly prohibited; and
  - c) That this multi-housing authorization permit, **if constructed or placed for farm labor purposes**, shall be directly related to or associated to the day-to-day activities and operations of the primary farm; and
  - d) That this multi-housing authorization permit is site-specific and personal to the applicant (legal owner), and the changing of ownership makes this multi-housing authorization permit null and void; and
  - e) That this multi-housing authorization permit, for both stick-built homes and factory assembled homes, must comply with the rules and regulations of the Franklin County Building Department, including the following:

**Stick-Built Homes**: Franklin County Building Ordinance #02-2021, and as amended thereafter.

The owner of a stick-built single-family dwelling unit must obtain a building permit from Franklin County before any home can begin construction within the unincorporated areas of the County. The owner shall comply with all applicable building codes, zoning codes, and any other regulations adopted by Franklin County.

**Factory-Assembled Homes**: Franklin County Placement Ordinance #08-2007, and as amended thereafter.

That the owner or installer of any factory-assembled structure must obtain a placement permit from the Franklin County Building Department before any factory-assembled structure can be placed within the unincorporated areas of the County. A dealer and/or individual may not deliver and/or place a factory-assembled structure to the location site until the Building Official has verified that the owner or installer has obtained a placement permit from the Franklin County Building Department.

Further note, that the owner of any factory-assembled structure shall contact the Washington State Department of Labor and Industries and the Franklin County Planning and Building Department. These agencies are to determine and ensure that all applicable building codes, zoning codes, and any other regulations adopted by Franklin County and/or other agencies involved have been complied with, and a placement permit has been issued and obtained. If the

factory assembled structure is completed, a permit is still required and it does not relieve the individual from fully complying with all applicable building and zoning code requirements.

- 3) The conditions on the property which is the subject of this agreement, if violated, must be abated within thirty (30) days from the date of receipt of a Notice of Violation, as stated in and set forth in paragraph #1 of this agreement.
- 4) In consideration for the granting of this Multi-Housing Authorization Permit for farm family or for farm labor for permanent hired help, the owner understands and agrees that if the terms and conditions of this agreement are violated, the owner waives their right to appeal the County's determination of violations, as stated in the County's Zoning Ordinance #7-2005, as amended thereafter, and the County's Placement Ordinance #08-2007, as amended thereafter, that exist on the property.

This waiver is voluntary and freely made with full knowledge of its consequences, which includes the loss of right to appeal this determination.

- 5) The owner also consents and agrees that, if the conditions giving rise to this agreement are not maintained or followed, the County, or its agents and contractors, may enter the property, on no less than forty-eight (48) hours' notice to the owner and abate the violation(s). Once the violation has been abated by the County, the owner upon receipt of an invoice from the County shall be responsible for all reasonable costs of abatement. The costs shall be paid to the County within thirty (30) days from the date of the invoice.
- 6) The owner further agrees and consents that if the terms of this agreement are not met, the owner shall be assessed such penalties and fines commencing with those stated and in accordance with the ordinances of Franklin County pertaining to these violations plus all costs and expenses of abatement.
- 7) The owner further agrees and consents that if the terms of this agreement are not met, the County may post and close the property as unsafe. Persons entering the property after such time would be subject to arrest by the Franklin County Sheriff's Office.
- 8) The owner further agrees that the County shall retain the right to request specific performance of this agreement and that the remedies of the County in connection with the abatement of any violations and reimbursement of all costs incurred are cumulative in favor of the County.
- 9) This agreement shall be interpreted in accordance with the laws of the State of Washington and venue shall be in Franklin County, Washington.
- 10) This is a fully integrated agreement and contains the entire agreement between parties. Any prior written or oral agreements, which are different in terms, conditions or provisions to this agreement shall be of no effect and shall not be binding upon either party.
- 11) No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this agreement.

Property Owner (print name): \_\_\_\_\_

Property Owner (signature): \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
(Please print the State – here)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print Name of Notary)

Place Notary **Wet** Stamp