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Kathy Hill, Skagit County Auditor

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RETURN TO:

Patrick M. Hayden
Attorney at Law
P.O. Box 454
Sedro-Woolley, WA 98284

DOCUMENT TITLE (or transaction contained herein):

AGREEMENT REGARDING AN INDEPENDENT FEE CALCULATION FOR TRAFFIC AND SCHOOL IMPACT FEES BETWEEN THE CITY OF SEDRO-WOOLLEY, SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101, THOMAS AND FRANKIE BIGELOW.

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS (Last name, first name and initials):

1. Bigelow, Thomas and Bigelow, Frankie, Husband and Wife.
2. Parker, Frank, and Parker, Pauleen (Fearbia), Husband and Wife.

GRANTEES (Lat name, first name and initials):

1. City of Sedro-Woolley
2. Sedro-Woolley School District No. 101

ORIGINAL

LEGAL DESCRIPTION Abbreviated: i.e. lot, block, plat or quarter, quarter, section, township and range):

West ½ less the South 101 feet and the North 20 feet of Plate 1, T10, Sedro Home Acreage.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

**Parcel No. P77062
Tax Account No. 471-001-010-0308**

(Street Address: 819 Ferry St., Sedro-Woolley, WA)

AGREEMENT REGARDING AN INDEPENDENT FEE CALCULATION FOR TRAFFIC AND SCHOOL
IMPACT FEES BETWEEN THE CITY OF SEDRO-WOOLLEY, SEDRO-WOOLLEY SCHOOL DISTRICT NO.
101, THOMAS BIGELOW, AND FRANKIE BIGELOW

This agreement is made this _____ day of _____, 1999, between the undersigned parties for the purposes set forth herein.

Whereas, Thomas Bigelow and Frankie Bigelow seek to place a mobile or manufactured home on real property described herein, as a dependant relative cottage to be occupied by Frankie Bigelow's parents, Frank Parker and Pauleen (Fearbia) Parker, husband and wife, and

Whereas, the building permit for this structure would normally be conditioned upon payment of impact fees pursuant to Ordinance No. 1315-98 and Ordinance No. 1314-98 for schools and traffic improvements, and

Whereas, the mobile home is intended to remain on the property for a limited period of time, not to exceed ten (10) years, and the occupants will not include children of school age, and

Whereas, the ordinances provide for an independent fee calculation of impact fees for traffic and schools, and for an appeal of the determination of these fees by the City of Sedro-Woolley and Sedro-Woolley School District No. 101, and

Whereas, this agreement represents an independent fee calculation, is in lieu of an appeal of said fees, and is in settlement and compromise of a dispute between the parties, now therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. Parties. The parties to this agreement are:

- a. the City of Sedro-Woolley, a Washington municipal corporation ("City");
- b. the Sedro-Woolley School District No. 101 ("District");
- c. Thomas Bigelow and Frankie Bigelow, Husband and Wife; and
- d. Frank Parker and Pauleen (Fearbia) Parker, Husband and Wife.

2. Real Property. This agreement concerns and affects that real property situated in Skagit County, Washington, legally described as follows:

West ½ less the South 101 feet and the North 20 feet of Plate 1, T10, Sedro Home Acreage.

Parcel No. P77062

Tax Account No. 471-001-010-0308

Street Address: 819 Ferry St. Sedro-Woolley, Washington

3. Representation. The Bigelows and the Parkers hereby represent that the mobile home for which they are applying for a building permit is to be used as a dependant relative cottage on the



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above-described real property and will be removed from the property within ten (10) years; and further, that no children of school age will reside in the mobile home.

4. School Impact Fee. Because the mobile home is not going to be occupied by children of school age, and will be removed within ten (10) years, the District finds as an independent fee calculation, that no school impact fee is required to be paid upon application for the building permit for the mobile home. The amount of fee being waived is \$1,416.00.

5. Traffic Impact Fee. Because the mobile home will be on the property for a limited period of time, not to exceed ten (10) years, and will have occupancy limited to a relative, and will not have children of school age as occupants, the City of Sedro-Woolley finds as an independent fee calculation, that only one-half (1/2) of the applicable traffic impact fee is required to be paid upon application for the building permit for the mobile home. The amount of the fee being waived is \$1,410.00.

6. Lien. To provide security for the fee being waived in reliance on the representations made in paragraph 3 above, the Bigelows, and Parkers jointly and severally hereby agree and promise to pay the waived portion of the fees, in the amount of \$2,826.00, to the City and District, as their interests appear, if (a) the mobile home is not removed from the above-described real property within 10 years of the date of this agreement, or (b) if children of school age reside in the mobile home. The Bigelows and Parkers, as their interests appear, hereby grant to the City and District a lien on the above-described real property, including any after-acquired interest, in the amount of \$2,826.00, to secure the promise in this paragraph. Said lien shall be foreclosed in the same manner as a statutory mortgage. The City and District agree to provide a release of said lien if the mobile home is removed within ten (10) years, if no children of school age have resided in the mobile home. Alternatively, the City and District agree to release said lien upon payment of the impact fee being waived by this agreement.

7. Use for Other Purposes. In the event the mobile home is lawfully converted from a dependant relative cottage to a residential structure for use without limitation, the owner shall pay the impact fee waived herein, or the impact fee provided by ordinance at that time, whichever is greater.

8. Limitation of Agreement. This agreement concerns only the school and traffic impact fees, and shall not affect any other fee, including LID/ULID fees, utility connection fees, building permit or inspection fees, or other fees and charges.

9. Release of Appeal Rights. In consideration for reduction in impact fees resulting from the independent fee calculation, the Bigelows and Parkers hereby waive any right to appeal the impact fees assessed in the ordinances referenced above.

10. Binding on Successors. This agreement shall be a covenant running with the above-described property and shall bind the heirs, executors and assigns of the undersigned.

11. Title to Property. Thomas Bigelow and Frankie Bigelow warrant that they are the solve owners of, and sole successors in that real property described herein.



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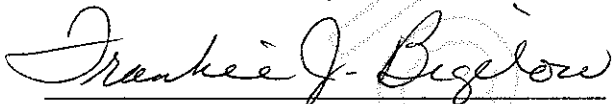
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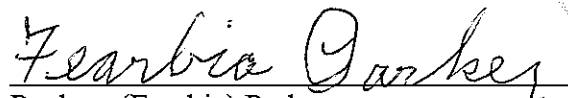
12. Limitation. Nothing in this agreement shall extend or modify the conditional use or other permit by which the owner shall place a dependant relative cottage on the above-described real property. The owner shall comply with the terms of said permit and any other City ordinances respecting said permit.

GRANTORS:


Thomas Bigelow


Frankie Bigelow



Frank Parker


Pauleen (Fearbia) Parker

GRANTEES:

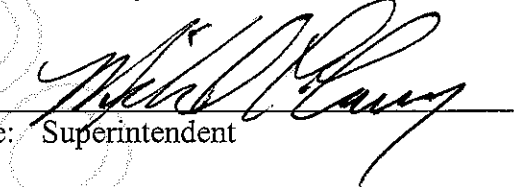
CITY OF SEDRO-WOOLLEY
A Municipal Corporation

APPROVED:

By: 
Title: City Planner

By: 
Title: City Engineer

Sedro-Woolley School District No. 101

By: 
Title: Superintendent



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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Diane Wilson, to me known to be the Michael C. Casey, Supt. of the Sedro-Woolley School District No. 101, described in and who executed the foregoing instrument on behalf of the Sedro-Woolley School District No. 101, and acknowledged that s/he signed the same as the free and voluntary act and deed of said School District, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 17th day of November, 1999.

Diane Wilson

Notary Public in and for the State of
Washington, residing at Sedro-Woolley, WA
My Commission Expires: July 2000
Print Name: Diane Wilson



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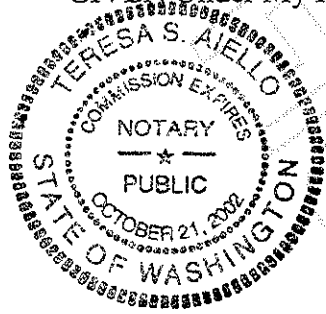
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)
 whatcom

On this date personally appeared before me ^{TA} Frank Teresa S Aiello, to me known to be the Frank Parker individual described in and who executed the within and foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 6th day of November, 1999.

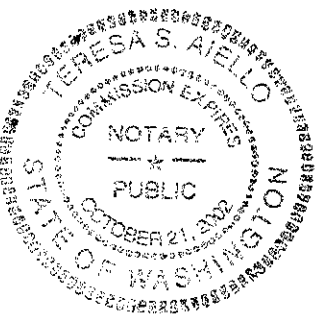


Teresa S Aiello
Notary Public in and for the State of Washington, residing at Blaine
My Commission Expires: 10-21-2002
Print Name: Teresa S Aiello

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)
 whatcom

On this date personally appeared before me ^{TA} Teresa S. Aiello, to me known to be the Farbia Parker individual described in and who executed the within and foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 6th day of November, 1999.



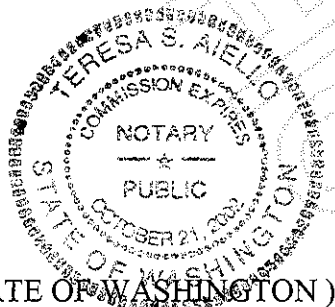
Teresa S Aiello
Notary Public in and for the State of Washington, residing at Blaine
My Commission Expires: 10-21-2002
Print Name: Teresa S Aiello



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)
Whatcom

On this date personally appeared before me Teresa S Aiello ~~Thomas Bigelow~~ TA, to me known to be the Thomas Bigelow individual described in and who executed the within and foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 6th day of November, 1999.

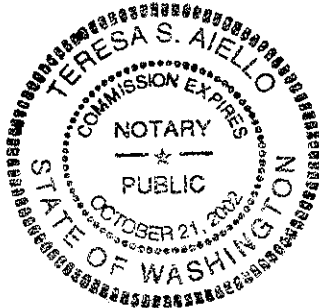


Teresa S. Aiello
Notary Public in and for the State of
Washington, residing at Blaine
My Commission Expires: 10-21-2002
Print Name: Teresa S Aiello

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)
Whatcom

On this date personally appeared before me Teresa S. Aiello ~~Frankie J. Bigelow~~, to me known to be the Frankie J. Bigelow individual described in and who executed the within and foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 6th day of November, 1999.



Teresa S. Aiello
Notary Public in and for the State of
Washington, residing at Blaine
My Commission Expires: 10-21-2002
Print Name: Teresa S Aiello



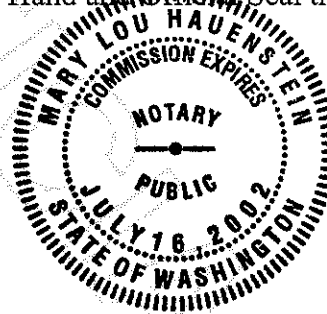
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Douglas Barnett, to me known to be the City Engineer of the City of Sedro-Woolley, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that s/he signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 22nd day of Nov, 1999.

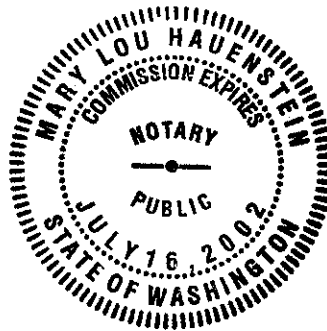


Mary Lou Hauenstein
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 7-16-02
Print Name: Mary Lou Hauenstein

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Gloria Rivera, to me known to be the City Planner of the City of Sedro-Woolley, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that s/he signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 22nd day of Nov, 1999.



Mary Lou Hauenstein
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 7-16-02
Print Name: Mary Lou Hauenstein