



200004170102

Kathy Hill, Skagit County Auditor
4/17/2000 Page 1 of 6 12:24:40PM

After Recording Please Return to:
Skagit County Sewer District No. 2
17079 State Route 9
Mount Vernon, Washington 98274-9366
(360) 422-8373

Document Title(s): **Pay-Back Agreement**

Reference Number of Related Document: N/A

Grantor(s): (Print Last name, First Name and Initials

1. Grandview, Inc.

2. _____

3. _____

Additional Grantors on Page _____ of Document: N/A

Grantee(s): Skagit County Sewer District No. 2

Additional Grantees on Page _____ of Document: N/A

Abbreviated Legal Description: Lots 1 through 5 and Lots 10 through 18 of Block 29 and Lots 2 through 17 of Block 30, Plat of the Town of Montborne Section 6, Township 33 North, Range 5 East.

Additional legal description is in Exhibit B to document.

Assessor's Tax/Parcel Number(s): P114098, P114097, P114099, P114100, P114101
P74637

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

APR 17 2000

Amount Paid \$
By LP Skagit Co. Treasurer Deputy

PAY-BACK AGREEMENT

This agreement made and entered into this 11 day of April, 2000, by and between Skagit County Sewer District No. 2, a municipal corporation of the State of Washington, located in Skagit County, Washington, and Grandview Inc.

WITNESSETH

WHEREAS: the aforementioned parties entered into developer extension agreement on the 13 day of May, 1999; and

WHEREAS: Grandview, Inc. (owner) owns the following described real estate situated in Skagit County, Washington, more particularly described as follows:

TRACTS A, B, C, D, E, AND F ON THE ATTACHED EXHIBIT B; and

WHEREAS, Grandview, Inc. constructed 826 feet of sewer system and appurtenances more particularly described as follows:

SEE ATTACHED EXHIBIT "A"; and

WHEREAS, the cost of construction and installation of the aforementioned sewer system extension to owner was \$100,713.53; and,

WHEREAS, said owner has conveyed by Conveyance of Sewer Facility the aforementioned sewer system to Skagit County Sewer District No. 2; and

WHEREAS, the parties wish to execute an agreement and record said agreement regarding the fair pro rata share to be paid by the owners of property which connect to the aforementioned line in the future,

NOW, THEREFORE, it is hereby agreed as follows:

1. That the parties hereto agree that this agreement is made and entered into pursuant to the Municipal Water and Sewer Facility Act, R.C.W. 35.91.010 et seq., and to further agree to be bound by and adhere to the provisions of said Act as exist at the time of the signing of this agreement.
2. That said owner has constructed and installed the 826 feet of sewer main and appurtenances hereinafter described (as portrayed on EXHIBIT C attached hereto).
3. That a copy of the Conveyance of Sewer Facility granting said sewer system to Skagit County Sewer District No. 2, duly executed by said owner is attached hereto and made a part thereof by reference.
4. The aforementioned sewer system has been accepted by the Skagit County Sewer District No. 2, which will supply said owner with service at the rate established by the District for the class of service applicable hereto.
5. It is hereby agreed that for a period of ten (10) years from the date of this agreement, upon the request of any of the owners of the hereinbelow described properties to connect to the aforementioned sewer system, then the District will collect the connection charge on behalf of the Developer of the Project, Grandview, Inc., its transferees, successors or assigns in accordance with this agreement the fair pro-rated share of the cost of the construction of said sewer system by the owners of said properties requesting to connect to said line.



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6. The parcels of property falling within the provisions of this agreement are located in Skagit County, Washington, and are more particularly described as follows:

<u>TRACT A</u> , Current Owner - Grandview, Inc., See Attached Exhibit "B"		
Pro-Rata Share for Tract A:	\$18,625.10	Paid
<u>TRACT B</u> , Current Owner - Grandview, Inc., See Attached Exhibit "B"		
Pro-Rata Share for Tract B:	\$13,796.37	Paid
<u>TRACT C</u> , Current Owner - Grandview, Inc., See Attached Exhibit "B"		
Pro-Rata Share for Tract C:	\$12,416.74	Paid
<u>TRACT D</u> , Current Owner - Grandview, Inc., See Attached Exhibit "B"		
Pro-Rata Share for Tract D:	\$12,416.74	Paid
<u>TRACT E</u> , Current Owner - Grandview, Inc., See Attached Exhibit "B"		
Pro-Rata Share for Tract E:	\$12,416.74	Paid
<u>TRACT F</u> , Current Owner - Grandview, Inc., See Attached Exhibit "B"		
Pro-Rata Share for Tract F:	\$12,416.74	Paid
<u>TRACT G</u> , Current Owner - Bailey, See Attached "Exhibit B"		
Pro-Rata Share for Tract G:	\$18,625.10	

7. It is agreed that all reimbursement payments shall be collected by the District and paid over to said Developer of Project, GRANDVIEW, INC., its transferees, heirs, successors or assigns in accordance with the Municipal Water and Sewer Facilities Act, RCW 35.91.010 et seq., and that in the event of the duty of the District to make said reimbursement collection and payment as herein provided shall terminate ten (10) years from the date of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this day and year first above written.

Grandview, Inc.

By: _____

(Acting)

SKAGIT COUNTY SEWER DISTRICT NO. 2
SKAGIT COUNTY, WASHINGTON

By: _____

President and Commissioner

By: _____

Commissioner

By: _____

Commissioner



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**EXHIBIT A
FOR PAYBACK AGREEMENT
SKAGIT COUNTY SEWER DISTRICT NO. 2
GRANDVIEW SEWER DEVELOPER EXTENSION DE# 99-01
ON-FROM-TO**

8" Diameter Pipe

<u>APPROX. LENGTH</u>	<u>ON</u>	<u>FROM</u>	<u>TO</u>
57 feet	Right-of-Way and Easement	A point on the District's existing sewer main in the right-of-way approximately 40 feet ± north and 18 feet ± east of the intersection of Montborne Road and State Route 9 in the NW corner of Section 6, Township 33 North, Range 5 East, W.M. (This point is MH 67-3).	A point 57 feet ± southeasterly on private property approximately 3 feet ± north and 57 feet ± east of said intersection. (This point is MH 991-1).
322 feet	Easement	Manhole 991-1	A point 322 feet ± southeasterly on private property approximately 233 feet ± south and 280 feet ± east of said intersection. (This point is MH 991-2).
77 feet	Easement and Right-of-Way	Manhole 991-2	A point 78 feet ± southeasterly in the right- of-way approximately 277 feet ± south and 342 feet ± east of said intersection. (This point is MH 991-3).



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**EXHIBIT A
FOR PAYBACK AGREEMENT
SKAGIT COUNTY SEWER DISTRICT NO. 2
GRANDVIEW SEWER DEVELOPER EXTENSION DE# 99-01
ON-FROM-TO**

8" Diameter Pipe (continued)

<u>APPROX. LENGTH</u>	<u>ON</u>	<u>FROM</u>	<u>TO</u>
229 feet	Right of Way	Manhole 991-3	A point 229 feet \pm northeasterly in the right-of-way approximately 128 feet \pm south and 519 feet \pm east of said intersection. (This point is MH 991-4).

6" Diameter Pipe			
<u>APPROX. LENGTH</u>	<u>ON</u>	<u>FROM</u>	<u>TO</u>
141 feet	Right-of-Way	A point on the sewer main between MH 991-3 and 4 in the right-of-way approximately 110 feet \pm north and 123 feet \pm east of the intersection of Lee Street and State Route 9 in the NW corner of Section 6, Township 33 North, Range 5 East, W.M. (This point is a 6" side sewer tee).	A point 141 feet \pm southeasterly in the existing right-of-way property approximately 220 feet \pm north and 26 feet \pm east of said intersection. (This point is a cleanout).



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EXHIBIT B
FOR PAYBACK AGREEMENT
SKAGIT COUNTY SEWER DISTRICT NO. 2
GRANDVIEW SEWER DEVELOPER EXTENSION DE# 99-01

TRACT A

Lot 1, Lot 2 and the southeasterly 20 feet of Lot 3, Block 29, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT B

Lot 3, Lot 4 and Lot 5, except the southeasterly 20 of Lot 3, Block 29, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT C

Lot 10, Lot 11 and the northwesterly 10 feet of Lot 12, Block 29, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT D

Lot 12, Lot 13 and the northwesterly 20 feet of Lot 14, except the northwesterly 10 feet of Lot 12, Block 29, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT E

Lot 14, Lot 15 and the northwesterly 30 feet of Lot 16, except the northwesterly 20 feet of Lot 14, Block 29, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT F

Lot 16, Lot 17 and Lot 18, except the northwesterly 30 feet of Lot 16, Block 29, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT G

Lot 8, Lot 9 and the northwesterly 20 feet of Lot 7, Block 30, PLAT OF THE TOWN OF MONTBORNE, recorded in Volume 2 of Plats at page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

