



200103210061
Skagit County Auditor

3/21/2001 Page 1 of 4 2:25:22PM

COVER SHEET

RETURN TO:

**PLANNING DIRECTOR
CITY OF SEDRO-WOOLLEY
720 MURDOCK STREET
SEDRO-WOOLLEY, WA 98284**

**DOCUMENT TITLE(S) (or transactions contained herein):
Agreement RE: Maintenance of Private Road and Drainage Facilities**

PARTIES (Owner):

1. Brett Hanson
2. Danny L. Cabe
3. Joan E. Cabe

PARTIES (City)

1. City of Sedro-Woolley

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

Lot 1 and Lot 2 of Short Plat No. 98-04 filed in Volume 13 of Short Plats at pages 173 & 174.

**ASSESSORS PARCEL / TAX I.D. NUMBER: 4169-001-016-0009, P76879
4169-001-016-0100, P113825**

AGREEMENT REGARDING MAINTENANCE OF PRIVATE ROAD AND DRAINAGE FACILITIES

Whereas, Owners Brett Hanson and Danny L. Cabe and Joan E. Cabe have filed an application with the City of Sedro-Woolley, a Washington Municipal Corporation, for approval of the proposed development; and

Whereas, the proposed development is located within corporate limits of the City of Sedro-Woolley; and

Whereas, facilities to detain and channel storm water and/or other drainage facilities and a private road are constructed or are expected to be constructed; and

Whereas, a condition of approval of the development permit issued by the City of Sedro-Woolley, is that the Owners are required to enter into an agreement to maintain said facilities and private road;

NOW, THEREFORE, in consideration of the promises and covenants herein, and the issuance of the development permit or approval at issue, the parties agree as follows:

1. **Parties.** This Agreement is entered into on the date set forth below by and between the following parties:

- a. Brett Hanson, Danny L. Cabe and Joan E. Cabe herein after referred to as "Owners"; and
- b. The City of Sedro-Woolley, a municipal corporation, hereinafter referred to as "City".

2. **Real Property.** The Owners are the sole owners of that real property situated in Skagit County, Washington to which this agreement applies, legally describes as follows:

Lot 1 of Sedro-Woolley Short Plat No. 98-04, approved September 10, 1998, recorded October 16, 1998 in Volume 13 of Short Plats, page 173 and 174, under Auditor's File No. 9810160075, being a portion of Lot 16, Block 1, "ROSEDALE GARDEN TRACTS OF SEDRO-WOOLLEY", as per plat recorded in Volume 3 of Plats, page 52, records of Skagit County, Washington. TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and through the North 10 feet of Lot 2 of said Short Plat No. SW 98-04.

Lot 2 of Sedro-Woolley Short Plat No. 98-04, approved September 10, 1998, recorded October 16, 1998 in Volume 13 of Short Plats, page 173 and 174, under Auditor's File No. 9810160075, being a portion of Lot 16, Block 1, "ROSEDALE GARDEN TRACTS OF SEDRO-WOOLLEY", as per plat recorded in Volume 3 of Plats, page 52, records of Skagit County, Washington. TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and through the North 10 feet of Lot 1 of said Short Plat No. SW 98-04.

3. **Identification of Private Road.** The Private Road referred to in this agreement is described as follows:

The non-exclusive easement for ingress, egress and utilities and emergency vehicle turn around as shown on Short Plat No. SW 06-00.

4. **Maintenance of Private Road and Drainage Facilities.** The Owners of the above described real property hereby covenant and agree, in perpetuity, to construct, maintain, and repair the above described Private Road and Drainage Facilities in good working condition.

- a. Prior to any major modification, maintenance or repair of the Private Road or Drainage Facilities by the Owners, plans for the same shall be submitted in writing to the City by the Owners, and no such work by the Owners shall be commenced without prior written approval by the City or permit therefore.



200103210061

, Skagit County Auditor

- b. The Owners shall bear and promptly pay all costs and expenses related to maintenance and repair of the Private Road and Drainage Facilities, and shall hold harmless the City therefrom. In the event the Owners shall fail to construct, maintain and repair the Private Road as provided herein, the City may then do so, and upon completion, may record and foreclose a lien for the City's costs therefore against the Owners in the same manner as a mechanic's lien, as well as pursue a personal judgment against the Owners therefore. Such a lien shall be a first lien, prior to any lien or mortgage recorded after this document.
- c. The Owners shall, in construction of the Private Road and Drainage Facilities, comply with all applicable statutes, orders, ordinances and regulations of any public authority having jurisdiction.
- d. All work to be performed by the Owners shall be completed in a careful and workmanlike manner.
- e. The Owners shall not extend the use of the Private Road or Drainage Facilities to serve other property, without the written consent of City.
- f. Unless otherwise specified, the improvements subject to this agreement shall include design, engineering, acquisition of right-of-way or easement, construction, materials and installation required in order to create an improvement which complies with standard construction and engineering practices, including City and State standards, reasonably necessary to serve the benefited real property with Private Road and Drainage Facilities.
5. **Binding Covenant.** This agreement constitutes a covenant running with the real property described above. The obligations of the Owners set forth herein are cumulative, and in addition to any other obligations provided by law.
6. **Specific Enforcement.** The City may enforce this agreement through any means available at law, including specific performance.
7. **Successors.** This agreement shall be binding on the heirs, devisees, assigns, and successors in interest of the Owners, including purchasers of individual lots within the development, if allowed. The person(s) whose names are subscribed herein do hereby certify that they are the sole holders of fee simple interest in the above-described property.
8. **Notices.** Notices required to be in writing under this agreement shall be given by deposit hereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon personal service thereof if otherwise given.



200103210061

, Skagit County Auditor

DATED this 21 day of MARCH, 2001

OWNERS:

[Signature]
Brett Hanson

[Signature]
Danny L. Cabe

[Signature]
Joan E. Cabe

CITY OF SEDRO-WOOLLEY

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

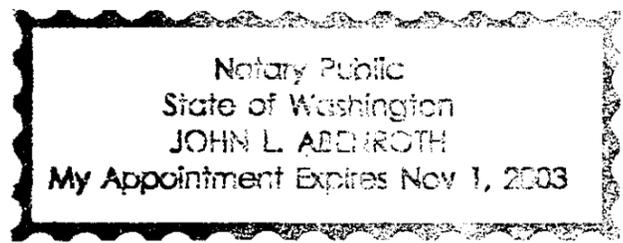
Approved: [Signature], Interim
City Planning Director

Approved as to Form: [Signature]
City Attorney

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 1st day of February, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brett Hanson, to me know to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes mentioned herein,

WITNESS my hand and official seal hereto affixed the day and year above written,



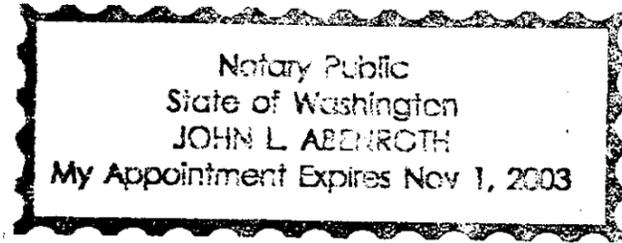
[Signature]
Notary Signature

Date: Feb. 1, 2001

My commission expires: Nov. 1, 2003

On this 1st day of February, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Danny L. Cabe and Joan E. Cabe, husband and wife, to me know to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes mentioned herein,

WITNESS my hand and official seal hereto affixed the day and year above written,



[Signature]
Notary Signature

Date: Feb. 1, 2001

My commission expires: Nov. 1, 2003



200103210061
Skagit County Auditor