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Skagit County Auditor

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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 Drainage Facilities**

PARTIES (Owner):

- 1. Stewart J. Metcalfe
- 2. Teresa L. Grage

PARTIES (City)

- 1. City of Sedro-Woolley

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

Lot 10 and a portion of Lot 9, "PLAT OF METCALFE MEADOWS" as per plat recorded in Volume 16 of plats, Page 204, records of Skagit County, Washington.

**ASSESSORS PARCEL / TAX I.D. NUMBER: P113068
4706-000-010-0000**

UNOFFICIAL DOCUMENT

AGREEMENT REGARDING MAINTENANCE OF DRAINAGE FACILITIES

Whereas, Owners, Stewart J. Metcalfe and Teresa L. Grage, husband and wife, 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 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;

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. Stewart J. Metcalfe and Teresa L. Grage, husband and wife, 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 10, "PLAT OF METCALFE MEADOWS" as per plat recorded in Volume 16 of Plats, Page 204, records of Skagit County, Washington:

TOGETHER WITH that portion of Lot 9, "PLAT OF METCALFE MEADOWS", as per plat recorded in Volume 16 of Plats, Page 204, records of Skagit County, Washington, lying southeasterly of the following described line:

Commencing at the corner between Lot 8 and Lot 9 on the cul-de-sac right-of-way line for Marshall Avenue as shown on said plat; thence southerly along said cul-de-sac right-of-way line through a central angle of 30°57'49" and an arc length of 24.32 feet to the initial point of this line description; thence S58°27'39"W, a distance of 95.28 feet to a point on the south line of said Lot 9 which lies 143.92 feet easterly of the southwest corner thereof and terminus of this line description.

Situate in the County of Skagit, State of Washington.

- 3. **Maintenance of Drainage Facilities.** The Owners of the above described real property hereby covenant and agree, in perpetuity, to construct, maintain, and repair the above described Drainage Facilities in good working condition.
 - a. Prior to any major modification, maintenance or repair of the 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.



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- b. The Owners shall bear and promptly pay all costs and expenses related to maintenance and repair of the Drainage Facilities, and shall hold harmless the City therefrom. In the event the Owners shall fail to construct, maintain and repair the Drainage Facilities 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 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 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.

DATED this 4th day of December, 2001

OWNERS:
Stewart J. Metcalfe
 Stewart J. Metcalfe
Teresa L. Grage
 Teresa L. Grage

CITY OF SEDRO-WOOLLEY
 By: Sharon Sedon
 Mayor
 Attest:
Ruby K. Nelson
 City Clerk

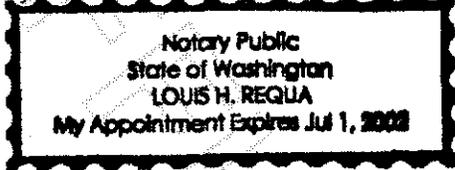
Approved:
Judith Halberg
 City Planning Director
 Approved as to Form:
[Signature]
 City Attorney


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STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 4th day of December, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stewart J. Metcalf, and Teresa L. Grage, husband and wife, to me know to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that he 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,



Louis H. Requa
Notary Signature

Date: 12-04-01

My commission expires July 1, 2002