



200212310181

Skagit County Auditor

12/31/2002 Page

1 of

7 11:17AM

COVER SHEET FOR RECORDING

Return To: City Of Mount Vernon
Public Works Department
P.O. Box 809
Mount Vernon, WA 98273

DOCUMENT TITLE: Agreement to Connect

GRANTORS: Darlys and Darrell Yeager

GRANTEES: City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION:

26-34N-4E NE NW

Additional legal on page 7 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER (S):

P118342

AGREEMENT TO CONNECT

THIS AGREEMENT is made and executed this 11th day of December, 2002, by and between the City of Mount Vernon, a municipal corporation, hereinafter referred to as "Mount Vernon" and Darlys and Darrell Yeager, hereinafter referred to as the "Property Owner."

WHEREAS, the Property Owner is the recorded owner of the property located within Skagit County, Washington that is fully described in the attached Exhibit "A," and

WHEREAS, Skagit County has adopted a comprehensive plan which designated an Urban Growth Area adjacent to the southern boundary of the City of Mount Vernon, and

WHEREAS, the Property is situated in the Mount Vernon Urban Growth Area, and

WHEREAS pursuant to Washington's Growth Management Act, and as recognized by the Urban Growth Area Element of the Skagit County Comprehensive Plan, an Urban Growth Area defines where developments will be directed and supported with historical and typical urban public facilities and services, such as storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, and public transit services, and

WHEREAS, it is the intent of the Growth Management Act that a development situated in an Urban Growth Area will have public facilities and public services provided by cities, and

WHEREAS, it is the desire of the Property Owner that the Property be served with municipal services by Mount Vernon, and

WHEREAS, Title 13 of the Mount Vernon City Code requires that an Agreement be executed whereby the owner of the above described property covenants that they would annex said property to Mount Vernon at such time as the property is eligible for annexation to Mount Vernon, and

WHEREAS, the Property Owner has expended substantial sums of money and have materially altered and will materially alter its positions in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Mount Vernon, and

WHEREAS, Mount Vernon has expended considerable resources in planning for the orderly annexation of property situated in the Urban Growth Area



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to the City, and has materially altered and will materially alter its positions in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Property Owner, and

WHEREAS the parties understand and agree that as a result of the Washington Supreme Court's decision in *Grant County Fire Protection District No. 5 et. al. v. City of Moses Lake*, annexations may not be based upon petitions signed by property owners in the area proposed for annexation pursuant to Chapter 35A.14 RCW. The parties further understand and agree that the law in this area is unsettled and is subject to revision by the legislature or by the courts. The parties agree that by executing this Agreement, it is their intent to take such actions as may be presently available, or become available at a later date upon further action by the Washington State Legislature, to accommodate the annexation of the Property to the City of Mount Vernon. Such action shall include, but shall not be limited to, the execution of a petition in favor of annexation pursuant to RCW § 35A.14.020 et. seq., or pursuant to any legislative enactment of the State of Washington.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated herein as if fully set forth herein.
2. **UTILITIES:** Mount Vernon agrees to permit the Property Owner to connect to the City operated sanitary and storm sewer lines in the right-of-way adjacent to the Subject Property if such connections are necessary, all in accordance with Title 13 of the Mount Vernon City Code. The Property Owner agrees to pay all connection charges applicable at the time of actual connection to the public sewage system.

The property owner agrees to connect properties served by a Holding Tank Sewage System to the public sewer at such time as the public sewer is available. The sewer system shall be deemed available for purposes of this requirement whenever the boundary of the property served by the Holding Tank Sewage System is within 900 feet of the public sewer, or, in the event a community Holding Tank Sewage System serves several parcels, the sewer system shall be deemed available for purposes of this requirement whenever the boundary of the property closest to a public sewer is within 900 feet of the public sewer. The property owner agrees the structure served by the On-Site Sewage System shall be connected to the public sewer at such time as the On-Site Sewage System fails as determined by the Skagit County Health Department or the State Department of Health, when adequate public sewer services are available within two hundred feet as measured along the usual or most feasible route of access between such house, building, or plumbing facilities and the Public Sewer.



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3. **MUNICIPAL SERVICES.** Mount Vernon agrees to provide the Property Owner with municipal services on the same basis as other developments situated within the Urban Growth Area. The City will provide urban police and fire services at the time of annexation. However, until annexation occurs, the Skagit County Sheriff's Department will provide police services and fire protection will be provided by Fire District No. 3.

4. **POWER OF ATTORNEY.** In consideration of Mount Vernon authorizing connection to the City's utility systems, the Property Owner hereby grants and conveys to the Public Works Director of Mount Vernon or his successor in interest or designee a Special Power of Attorney to exercise any and all rights said Property Owner, their heirs or assigns and any successors in interest to said Property Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in said property hereinafter referred to as "Successors in Interest" to accomplish the following:

(a) To petition Mount Vernon for annexation of any part or all of the property described above, which petition shall conform to the provisions of paragraph (b) herein.

(b) To accomplish all steps necessary or proper for the annexation of said property under RCW 35A.14 and the ordinances and regulations of the City of Mount Vernon for annexation of property to the City of Mount Vernon with zoning consistent with the ordinances of the City of Mount Vernon and with the condition that Property Owner or its Successors in Interest will be required to assume no more than a fair share of Mount Vernon's bonded indebtedness.

(c) To sign any and all letters, petition and other documents necessary to accomplish said annexation on behalf of any successors in interest as defined above.

This Power of Attorney shall be considered a power coupled with an interest and may not be terminated except at such time as the above described property is no longer served by sewer facilities through Mount Vernon or Mount Vernon's utility facilities.

5. **COVENANT NOT TO PROTEST.** If Mount Vernon resolves to annex the above-described property, the Property Owner or it's Successor in Interest covenant not to challenge same by referendum or other methods. This Agreement and Power of Attorney touches and concerns the real property described above and so long as the said property is served by sewer service from the City of Mount Vernon through the Mount Vernon sewer system, shall bind the land and shall run with the land, binding the Property Owner's assigns, heirs, transferees, Successors in Interest and all who derive an interest therein.



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6. **DEVELOPMENT STANDARDS.** The Development shall be constructed in accordance with the site plan as shown on the attached Exhibit and the site plan conditions of approval of the Skagit County Planning and Permit center. The Development shall meet urban development standards for fire flow, access, turning radiuses, and fire hydrant spacing.

7. **RECORDATION.** This Agreement shall be recorded in the Skagit County Auditor's Office and shall be referenced upon any deed or other instruments conveying an interest in said property.

8. **ENFORCEMENT.**

A. Either party may enforce this Agreement through any means available at law or equity, including by an action seeking specific performance.

B. Skagit County shall be the venue of any lawsuit arising out of this Agreement. Washington law shall govern the interpretation of this Agreement. This agreement shall not be subject to the provisions of Title 62A RCW, it being the intent of the parties that the common law of Washington shall be utilized to interpret this Agreement.

C. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

D. This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.

Darlys Yeager

Barcel Yeager

Dated in Mount Vernon, Washington this day of 16 Dec. 2002

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I, the undersigned, a Notary Public, do hereby certify that on this 16th day of December, 2002, personally appeared before me,

Barcel Yeager and Darlys Yeager, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as the free and voluntary act and deed of the

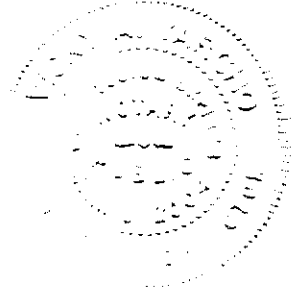


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Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing
in Skagit County

My commission expires Jan 3, 2004



CITY OF MOUNT VERNON, a Municipal Corporation

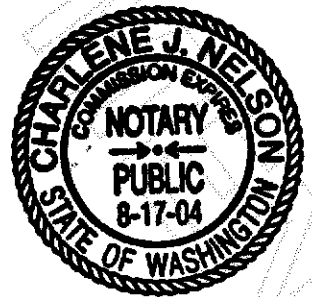
By: John Buckley P.E.
Authorized Agent for the City of Mount Vernon
PUBLIC WORKS DIRECTOR

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I, the undersigned, a Notary Public, do hereby certify that on this 19 day of December, 2002, personally appeared before me, John Buckley, Acting as an Authorized Agent for the City of Mount Vernon, a Municipal Corporation, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Charlene J. Nelson
Notary Public in and for the State of Washington,
residing in Mount Vernon
My commission expires 8-17-04




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Exhibit "A"

That portion of Lot 1 of Revised Skagit County Short Plat No. 79-79, approved June 5, 1981 and recorded June 8, 1981 in Volume 5 of Short Plats at page 78, records of Skagit County, Washington, lying in the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 34 North, Range 4 East, W.M., and more particularly described as follows:

Begin at the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 26; thence East along the North line of said South 1/2, a distance of 585 feet, more or less, to the West line of that certain 60 foot wide easement described in Real Estate Contract recorded as Auditor's File No. 8711130045; thence North along said West line to a point on a line 373 feet North of and parallel with the above referenced North line of said South 1/2; thence West along said parallel line 585 feet, more or less, to the West line of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 26; thence South along said West line to the point of beginning;

TOGETHER WITH those portions of the two following described easements that lie Southerly of the Easterly extension of the North line of the abovedescribed tract of land:

1. Non-exclusive easement for ingress, egress and utilities over, across and under a 60 foot wide strip of land the centerline of which is described as follows:

Begin at the North quarter corner of said Section 26; thence South 89 degrees 47'10" West along the North line of said section, a distance of 709.30 feet to the beginning of this centerline description; thence South 00 degrees 57'04" West a distance of 1,150 feet, more or less, to the Northerly boundary of that County Road known as the Andal Road and the terminus of this centerline, said easement being the same easement established on the record as Auditor's File No. 8711130045.

2. A non-exclusive easement for ingress, egress and utilities over, across and under an existing 60 foot wide private road and utility easement delineated on the face of Skagit County Short Plat No. 93-64 running generally Southerly from a point near the Southwest corner of Lot 1 of said Short Plat to the Northerly boundary of that County Road known as the Andal Road and the terminus of this easement, said easement being the same easement established on the record as Auditor's File No. 9112090057.



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