



200304240147

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 Private Road and Drainage Facilities**

**PARTIES (Owner):**

1. Mumford, James R II
2. Mumford, Debra R.

**PARTIES (City)**

1. City of Sedro-Woolley

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

Lot 3 of Short Plat No. 93-006

**ASSESSORS PARCEL / TAX I.D. NUMBER:**

P103826  
350413-3-005-0300

## AGREEMENT REGARDING MAINTENANCE OF PRIVATE ROAD AND DRAINAGE FACILITIES

Whereas, Owners James R. Mumford II and Debra R. Mumford, husband & 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 the Urban Growth Area 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; and

Whereas, a condition of approval of the development permit issued by the City of Sedro-Woolley and/or Skagit County, 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. James R. Mumford II and Debra R. Mumford, husband & 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:  
  
See attached **Exhibit "A"**.
3. **Identification of Private Road and Drainage Facilities.** The Private Road referred to in this agreement is described as follows:  
  
Tract "A", Tract "B" and the easements recorded under Auditor's File Numbers 200104180065 and 200104180066, and drainage easements all as shown on Short Plat Number PL00-0167.
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.
  - 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.



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- 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 he 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.

**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 18th day of December, 2002

OWNERS:

James R. Mumford II  
James R. Mumford II

Debra R. Mumford  
Debra R. Mumford

CITY OF SEDRO-WOOLLEY

By: Sharon D. Dillon  
Mayor

Attest:

City Clerk

Approved:

Jeraldine Halberg  
City Planning Director

Approved as to Form:

[Signature]  
City Attorney



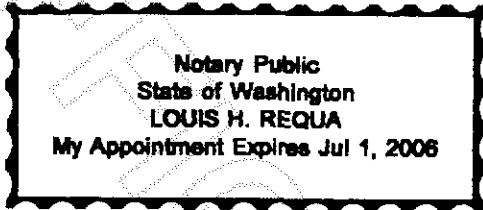
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STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 18 day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James R. Mumford and Debra R. Mumford II, husband & 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 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: 12/18/02

My commission expires: July 1, 2006

  
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DESCRIPTION:

EXHIBIT "A"

PARCEL "A":

Lot 3, Short Plat No. 93-006, approved May 13, 1993, recorded May 19, 1993 in Volume 10 of Short Plats, page 193, under Auditor's File No. 9305190015, and being a portion of the West ½ of the Southwest ¼ of Section 13, Township 35 North, Range 4 East, W.M.

EXCEPT that portion lying between the Southerly extension of the Westerly and Easterly lines of Lot 1 of said Short Plat No. 93-006 and Northerly of the following described line:

Beginning at the Southeast corner of Lot 1 of said Short Plat No. 93-006;  
thence South 00°29'49" West a distance of 10.00 feet to the Southeast corner of said Tract 1 as modified by boundary line adjustment recorded January 26, 2000, under Auditor's File No. 200001260012 and the TRUE POINT OF BEGINNING of this line description;  
thence Northwesterly along a curve to the right having a radius of 477.00 feet and a chord bearing of North 86°29'43" West through a central angle of 06°07'10" and an arc length of 50.95 feet;  
thence North 83°26'08" West, a distance of 69.54 feet to the West line of said modified Lot 1 and the terminus of this line description.

TOGETHER WITH a non-exclusive easement for utilities over, under and through a strip of land 10 feet wide lying North of, adjacent to and contiguous with the above described line.

ALSO, EXCEPT that portion described as follows:

Beginning at the Northeast corner of said Lot 3;  
thence South 00°29'49" West along the East line thereof, a distance of 155.00 feet to an angle point in said East line;  
thence South 48°37'23" West along said East line, a distance of 42.10 feet;  
thence North 00°29'49" East, a distance of 183.07 feet to the North line of said Lot 3;  
thence South 89°33'18" East along said North line, a distance of 31.35 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The East 11.55 feet of Lot 2, Short Plat No. 93-006, approved May 13, 1993, recorded May 19, 1993 in Volume 10 of Short Plats, page 193, under Auditor's File No. 9305190015, and being a portion of the West ½ of the Southwest ¼ of Section 13, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



Schedule "A-1"

DESCRIPTION CONTINUED:

PARCEL "C":

That portion of Lot 4, Short Plat No. 93-006, approved May 13, 1993, recorded May 19, 1993 in Volume 10 of Short Plats, page 193, under Auditor's File No. 9305190015, and being a portion of the West ¼ of the Southwest ¼ of Section 13, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said Lot 4;  
thence North 00°29'49" East along the West line thereof, a distance of 116.30 feet to an angle point in said West line;  
thence North 48°37'23" East along said West line, a distance of 47.88 feet;  
thence South 00°29'49" West, a distance of 31.92 feet;  
thence South 89°33'18" East, a distance of 116.80 feet;  
thence South 00°29'49" West, a distance of 116.30 feet to the South line of said Lot 4;  
thence North 89°33'18" West along said South line, a distance of 152.45 to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

A non-exclusive easement for ingress, egress and utilities over, under and through the South 50 feet of the following described portion of Lot 4 of said Short Plat No. 93-006 as modified by boundary line adjustments filed in Auditor's File Nos. 200001260010 and 200001260013, records of Skagit County, Washington:

Beginning at the Southwest corner of said Lot 4 as originally configured;  
thence North 00°29'49" East along the West line thereof, a distance of 116.30 feet to an angle point in said West line;  
thence North 48°37'23" East along said West line, a distance of 47.88 feet to the point of beginning of this description;  
thence South 00°29'49" West, a distance of 31.92 feet;  
thence South 89°33'18" East, a distance of 116.80 feet;  
thence North 00°29'49" East, a distance of 60.00 feet;  
thence North 89°33'18" West, a distance of 76.80 feet;  
thence North 00°29'49" East, a distance of 25.00 feet;  
thence North 89°33'18" West, a distance of 15.00 feet;  
thence South 00°29'49" West, a distance of 25.00 feet;  
thence North 89°33'18" West, a distance of 25.00 feet;  
thence South 00°29'49" West, a distance of 28.07 feet to the point of beginning of this description.

ALSO, TOGETHER WITH a non-exclusive easement for utilities over, under and through that portion of the above described parcel lying North of the North line of the South 50 feet thereof.

- Continued -



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Schedule "A-1"

DESCRIPTION CONTINUED:

PARCEL "D" Continued:

ALSO, TOGETHER WITH a non-exclusive easement for installation, maintenance and operation of drainage facilities and utilities over, under and through the North 15 feet of Lot 2 of said Short Plat No. 93-006, as modified by boundary line adjustment recorded January 26, 2000, under Auditor's File No. 200001260010.

~ Situate in the County of Skagit, State of Washington

UNOFFICIAL DOCUMENT



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