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Skagit County Auditor

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Document Title: Agreement to Connect P29483
Grantor:
Grantee: City of Mount Vernon 19633 SKYRIDGE RD.
Tax Parcel No:
Abbreviated Legal:
Legal Description on Page: 7

SWNE 32-344
Lot B Survey 20000414020
AGREEMENT TO CONNECT

THIS AGREEMENT is made and executed this 16th day of May, 2003, by and between the City of Mount Vernon, a municipal corporation, hereinafter referred to as "Mount Vernon" and BEN HAUSEN, 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 the City of Mount Vernon, and

WHEREAS, Title 13 of the Mount Vernon City Code requires that an Agreement be executed whereby the owner of the property described in Exhibit "A" 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 City of Mount Vernon, and

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



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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, or 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.

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 the local Fire District for the area.

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 the City of Mount Vernon or his successor in interest or designee a Special Power of Attorney to exercise any and all rights of 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.

6. **DEVELOPMENT STANDARDS.** The On-Site Sewage System or Holding Tank Sewage System shall be constructed in accordance with the site plan as shown on the attached Exhibit "B" and the site plan conditions of approval of the Skagit County, if applicable.

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



