



200609130121

Skagit County Auditor

9/13/2006 Page

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4 2:19PM

RETURN TO:

City Clerk
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

AGREEMENT PROVIDING FOR VARIANCE DEFERRING CONNECTION TO THE SANITARY SEWER WHEN THE PROPERTY IS SERVED BY A WORKABLE SEPTIC SYSTEM.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

1. City of Sedro-Woolley, a Washington municipal corporation
2. Hass, Tim
3. Hass, Diane May

GRANTEE(S) (Last name, first name and initials):

1. Hass, Tim
2. Hass, Diane May.
3. City of Sedro-Woolley, a Washington municipal corporation

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

That portion of the East 180 feet of the South 71 feet of the following described tract lying Westerly of the County road along the East line thereof:

That portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said Section, 556 feet South of the Northeast corner of the Section; thence West 327 feet; thence South 284 feet; thence East to the East line of the Section; thence North to the point of beginning. Situate in the County of Skagit, State of Washington.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P37174

TAX ID 350423-0-027-0015

**AGREEMENT PROVIDING FOR VARIANCE DEFERRING CONNECTION
TO THE SANITARY SEWER WHEN THE PROPERTY IS SERVED BY A
WORKABLE SEPTIC SYSTEM.**

1. Purpose. The Owner has made an application with the City of Sedro-Woolley to defer two connections to the sanitary sewer until the sale of the property described below. The City has approved the application, and the variance is documented by this agreement, which shall be recorded with the Skagit County Auditor.

2. Parties. The parties to this agreement are:

**Tim Hass and Diane May Hass, husband and wife ("Owner"); and
City of Sedro-Woolley, a Washington Municipal Corporation ("City").**

3. Property. This agreement concerns real property situated in Skagit County, Washington, legally described [] on the attached Exhibit A; or [x] as follows (insert legal description here):

That portion of the East 180 feet of the South 71 feet of the following described tract lying Westerly of the County road along the East line thereof:

That portion of the Northeast ¼ of the Northeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said Section, 556 feet South of the Northeast corner of the Section; thence West 327 feet; thence South 284 feet; thence East to the East line of the Section; thence North to the point of beginning. Situate in the County of Skagit, State of Washington.

4. Conditions Precedent.

a. This agreement concerns two existing residences required to be connected to the sanitary sewer by SWMC Title 13

b. This property is served by a pre-existing, connected working septic system which has been installed pursuant to a valid Skagit County permit within six (6) years of the request to connect to sanitary sewer.

c. The Owner has provided the City with a certificate from the Skagit county Health Department, a certified septic system designer, or a licensed professional engineer, in such form as required by the superintendent, stating that the septic system was in place prior to availability of the sanitary sewer, and is presently in good working order at the time connection to the sanitary sewer would otherwise be required.

d. The Owner has provided evidence of ownership in the form of a current title report in which the City is the named assured

e. All lien holders have subordinated their lien to this agreement, as a condition of the agreement.



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5. Variance Agreement. The Owner may defer connection of the existing residences on the above-described property to the sanitary sewer until the occurrence of any one of the following events:

- a. until failure of the septic system as determined by the superintendent of the Skagit County Health Department; or
- b. until sale or conveyance of the property for valuable consideration; or
- c. until a change in use of the property to a non-residential use; or
- d. until connection to a sanitary sewer is required pursuant to Title 17 of the Sedro-Woolley Municipal Code or state law as part of a land use action taken at the request of the owner(s); or
- e. until construction of a new residence on the property which would otherwise be connection to the sanitary sewer.

Upon the occurrence of any one of the events set forth above, this variance shall terminate, and connection to a sanitary sewer shall be required pursuant to this Title 13, applicable state law, or other regulation or agreement.

The variance shall not be transferable to a successor owner(s). The variance agreement shall contain the legal description of the property, shall be signed by all owner(s), and shall be recorded with the Skagit County Auditor.

6. Administration. In any dispute regarding this agreement great deference shall be given to the expertise of the City sewer superintendent, who shall have authority to administer and interpret this agreement.

7. Other Obligations of Owner(s). This variance shall not relieve the owner(s) of any obligation arising from any LID, ULID, or special assessments, obligations and liens pursuant to RCW Ch. 35.43 through RCW Ch. 35.54 and similar statutes, or amendments thereto, relating to the payment of bonds or other municipal indebtedness. However, the owner(s) or successors in interest shall pay at time of connection to a sanitary sewer:

- a. any connection fees established pursuant to RCW 35.92.025 or amendments thereto, in effect at time of connection; and
- b. latecomers fees pursuant to RCW 35.91 or amendments thereto, in effect at time of connection; and
- c. all other fees, charges, liens or costs, in effect at time of connection.

8. Enforcement. The rights and obligations of the parties hereto shall constitute a covenant running with the land, and shall bind the heirs, devisees and successors of the parties. This agreement may be enforced in law or equity. Any court case arising from this agreement shall be filed in the Superior Court of Washington for Skagit County.

Dated this 17th day of August, 2006.



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