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Skagit County Auditor

10/12/2006 Page 1 of 4 9:37AM

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. Feenstra, Theodore L. Jr.
3. Feenstra, Vicki L.

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

1. Feenstra, Theodore L. Jr.
2. Feenstra, Vicki L.
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 Northeast ¼ of the Northeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence North 88°20'47" West along the North line of said Section 23, 850.00 feet to a point which is South 88°20'47" East, 463.00 feet from the Northwest corner of said Northeast ¼ of the Northeast ¼ of said Section 23; thence South 1°39'13" West at right angle to said North line, 447.38 feet; thence North 51°54'00" West, parallel to the F 7 S Grade Road, 186.13 feet; thence North 38°06'00" East, 10.00 feet; thence north 19°44'02" East, 52.69 feet to the most Easterly corner of that certain tract of land deeded to David Gustafson and Frances Christine Gustafson by instrument recorded under Auditor's file No. 728094; thence North 6°43'23" East 28,79 feet to the true point of beginning; thence continue North 6°43'23" East, 180.71 feet to an intersection with the Southerly margin of Puget Sound and Baker River Railroad right-of-way; thence South 88°20'47" East along said Southerly margin, 88.92 feet to an intersection with a line that is perpendicular to said North line of Section 23 at a point that is 870.00 feet West of said Northeast corner of Section 23 and 443.00 feet East of said Northwest corner of said Northeast ¼ of the Northeast ¼ of said Section 23; thence South 1°39'13" West along said perpendicular line, 180.00 feet to a point that is South 88°20'47" East from the true point of beginning; thence North 88°20'47" West, 104.89 feet to the true point of beginning (also know as Tract 3 of Sedro-Woolley Short Plat No. 32-72, approved May 31, 1972. Assessor's Parcel/Tax ID number: P37222 / 350423-0-066-0207

**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 connection 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:

**Theodore L. Feenstra, Jr. and Vicki L. Feenstra, 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 Northeast ¼ of the Northeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence North 88°20'47" West along the North line of said Section 23, 850.00 feet to a point which is South 88°20'47" East, 463.00 feet from the Northwest corner of said Northeast ¼ of the Northeast ¼ of said Section 23; thence South 1°39'13" West at right angle to said North line, 447.38 feet; thence North 51°54'00" West, parallel to the F 7 S Grade Road, 186.13 feet; thence North 38°06'00" East, 10.00 feet; thence north 19°44'02" East, 52.69 feet to the most Easterly corner of that certain tract of land deeded to David Gustafson and Frances Christine Gustafson by instrument recorded under Auditor's file No. 728094; thence North 6°43'23" East 28.79 feet to the true point of beginning; thence continue North 6°43'23" East, 180.71 feet to an intersection with the Southerly margin of Puget Sound and Baker River Railroad right-of-way; thence South 88°20'47" East along said Southerly margin, 88.92 feet to an intersection with a line that is perpendicular to said North line of Section 23 at a point that is 870.00 feet West of said Northeast corner of Section 23 and 443.00 feet East of said Northwest corner of said Northeast ¼ of the Northeast ¼ of said Section 23; thence South 1°39'13" West along said perpendicular line, 180.00 feet to a point that is South 88°20'47" East from the true point of beginning; thence North 88°20'47" West, 104.89 feet to the true point of beginning (also know as Tract 3 of Sedro-Woolley Short Plat No. 32-72, approved May 31, 1972. Assessor's Parcel/Tax ID number: P37222 / 350423-0-066-0207

4. **Conditions Precedent.**

a. This agreement concerns an existing residence required 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



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

**5. Variance Agreement.** The Owner may defer connection of the existing residence 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 1 day of October, 2006.



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