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Skagit County Auditor

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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. Spahr, Mark A
3. Spahr, Sara

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

1. Spahr, Mark A.
2. Spahr, Sara
3. City of Sedro-Woolley, a Washington municipal corporation

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

The North 100 feet of the South 200 feet of tract 10 and 11, "Trowbridge addition to the town of Sedro-Woolley", as per plat recorded in volume 3 of plats, page 33, records of Skagit County, except the west 162 feet thereof, and except that portion of said premises conveyed to the State of Washington for Highway purposes by deed dated September 19, 1957, recorded October 16, 1957. Under auditor's file no. 557281. Situate in the county of Skagit, State of Washington.

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

P77341

Xref-ID 4175-000-011-0008

**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:

**Mark A Spahr and Sara Spahr, 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 [] as follows (insert legal description here):

The North 100 feet of the South 200 feet of tract 10 and 11, "Trowbridge addition to the town of Sedro-Woolley", as per plat recorded in volume 3 of plats, page 33, records of Skagit County, except the west 162 feet thereof, and except that portion of said premises conveyed to the State of Washington for Highway purposes by deed dated September 19, 1957, recorded October 16, 1957. Under auditor's file no. 557281. Situate in the county of Skagit, State of Washington.

4. Conditions Precedent.

a. This agreement concerns an existing residence required 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.

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:



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- 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.

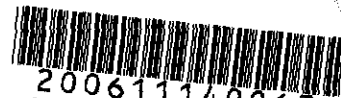
6. Administration. In any dispute regarding this agreement great deference shall be given to the expertise of the City sewer superintendent, who shall have authority to administer and interpret this agreement.

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 16th day of October, 2006.



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