

After recording return to:

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



200612210069  
Skagit County Auditor

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**Document Title:** Agreement

**Grantor:** Brian and Darlene Hanson, husband and wife

**Grantee:** City of Sedro-Woolley, a Washington Municipal Corporation

**Tax Parcel:** P37218

**Legal:** 1 ACRE TRACT AND HOUSE SWFC NE1/4 NE1/4  
DESCRIBED AS FOLLOWS: BEGINNING AT THE  
INTERSECTION OF THE SOUTH LINE OF F&S  
RAILWAY (AKA F&S GRADE ROAD) WITH SOUTH LINE  
OF NE1/4 NE1/4; THENCE NORTHWESTERLY ALONG  
SAID RAILWAY 297 FEET; THENCE SOUTHWESTERLY  
TO THE SOUTH LINE NE1/4 NE1/4; THENCE EAST 404.5  
FEET TO POINT OF BEGINNING, SITUATE IN THE  
COUNTY OF SKAGIT, STATE OF WASHINGTON

**ORIGINAL**

**Development Agreement between the City of Sedro-Woolley and Brian and Darlene Hanson**

Pursuant to the authority granted by RCW 36.70B.170 through 210, the City of Sedro-Woolley, a Washington municipal corporation ("City") and Brian Hanson and Darlene Hanson, husband and wife ("Hanson"), enter into the following agreement to promote the development of certain real property located within the City, upon the following terms and conditions ("Agreement").

**1.0 RECITALS**

**1.1 Location of Property.** Hanson warrants that it controls certain real property located at 509 F & S Grade Road, Sedro-Woolley, Washington, being more particularly described as follows:

1 ACRE TRACT AND HOUSE SWFC NE1/4 NE1/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF F&S RAILWAY (AKA F&S GRADE ROAD) WITH SOUTH LINE OF NE1/4 NE1/4; THENCE NORTHWESTERLY ALONG SAID RAILWAY 297 FEET; THENCE SOUTHWESTERLY TO THE SOUTH LINE NE1/4 NE1/4; THENCE EAST 404.5 FEET TO POINT OF BEGINNING, SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**1.2 Use of Property.** Hanson has originally proposed development of the property into a two lot short plat on septic, but is now considering the development of the property into a four lot short plat on sanitary sewer, with some of the lots being available for duplex development under the current zoning code.

**1.3 Benefits.** The City recognizes the public benefits which will accrue from the development of the property into a four lot short plat on sanitary sewer, with street improvements.

**1.4 Consistency with Development Regulations.** The proposed four lot short plat is a permitted use of Hanson's property and will be generally consistent with current City development regulations. This agreement will facilitate a subsequent application to develop the property into a four-lot short plat.

**1.5 Scope of Agreement.** This agreement governs only the cost of sewer and public right-of-way improvements should the applicant elect to proceed with the four-lot short plat. Approval of the subdivision, and any matter other than the financial arrangements authorized in this agreement are outside the scope of this agreement, and subject to the process and regulations provided by ordinance and state law.

**1.6 Council Approval.** Pursuant to RCW 36.70B.200, a public hearing has been held before the City Council and the Council has authorized by motion the Mayor or Mayor's designee to enter into this Agreement.

**2.0 EXTENSION OF SANITARY SEWER AND ROAD IMPROVEMENT COSTS**

**2.1 Contract with Independent Contractor for Sewer.** Hanson will contract with any private contractor who is also on the City of Sedro-Woolley Small Works Roster and is willing to contract with the City for additional work, to mobilize and construct a sewer extension on F & S



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Grade Road with a cost of \$40,000.00 to Hanson. This work will be completed to the satisfaction of the City Engineer prior to final approval of their short plat. The City will provide plans and specifications and required documentation for this work.

2.2 City Construction Work for Sewer. The City will extend the line past the point to which it is constructed by Hanson, to a location to be determined by the City, being approximately the West property line of the lot North of Hanson's property on the corner of Garden of Eden and F & S Grade Roads. Hanson will configure his short plat so that this location will provide sewer to all four lots.

2.3 Credits for Facility Improvement Charge. Hanson will receive a credit against the facility improvement charges for sanitary sewer as follows:

Credit in the amount of \$7,266.00 per unit for four (4) residential units (total of \$29,064.00 for four units), less the allowance for removal of two (2) septic tanks at \$2,855.00 per tank (total of \$5,710.00 for two tanks), for a net credit of \$23,354.00.

Hanson will pay the full sewer facility improvement charge provided by ordinance for any residential units over four units, inclusive of the existing two units. Hanson will pay for any additional units resulting from duplex development. Hanson will decommission the septic tanks per City ordinance as a condition of final plat approval.

2.4 Payment for Street Improvements. Hanson will pay \$20,000 to the City at time of final approval of their short plat, together with a sum to be determined by the City Engineer for the cost to the City of construction of a sidewalk on the South side of F & S Grade Road along the Northerly boundary line of Hanson's property. This fee is in lieu of construction by Hanson of street improvements for a four lot short plat.

2.5 Time of Street Work. Hanson waives any requirement that the City spends or obligate this money for the described work by any specific date. The City may use this money on other street projects identified in the Transportation Capital Facilities Plan. However, the payment by the Hansons shall satisfy any obligation they have as a result of their four lot short plat to pay for this frontage work.

2.6 Credits Against Transportation Impact Fee. Hanson will receive a credit against the transportation improvement fee for the four lot short plat as follows:

Non-Transferable Credit in the amount of \$2,338.00 per unit for two (2) existing residential units, and credit of \$2,338.00 for two (2) additional units, for a net credit of \$9,352.00. Hanson will pay the full transportation impact fee provided by ordinance for any residential units over four units, inclusive of the existing two units. Hanson will pay for any additional units resulting from duplex development.

2.7 Future Use of the Property. Nothing herein shall be deemed to permit any departures from the City's regulations for the proposed use of the property, except as expressly provided herein.



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### 3.0 DISPUTE RESOLUTION

3.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner (if the same retains an ownership interest in the Property), the City Engineer, and City Planner shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

3.2 Judicial Appeal. Any aggrieved party may appeal the decision of the City to the Skagit County Superior Court, as may be allowed by law and court rules.

### 4.0 GENERAL PROVISIONS

4.1 Recording. This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Skagit County Auditor and shall be in the nature of a covenant running with the premises. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Hanson's Property.

4.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

4.6 Modification. This Agreement shall not be modified or amended except in writing signed by the City and Hanson or their respective successors in interest.

4.7 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

4.8 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

4.9 No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.



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4.10 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City Planning Director, City of Sedro-Woolley, 720 Murdock Street, Sedro-Woolley, WA 98284

If to Owner: Brian and Darlene Hanson, P.O. Box 678, Sedro-Woolley, WA 98284.

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures. ,

CITY OF SEDRO-WOOLLEY

Date: July 27, 2006

By Sharon D. Oulton  
Mayor

Attest:

Patsy K. Nelson  
City Clerk

Approved as to Form:

Eron Berg  
Eron Berg, City Attorney

Date: 8-1-06

Brian Hanson  
Brian Hanson

Darlene Hanson  
Darlene Hanson



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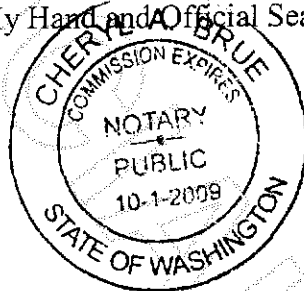
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this date personally appeared before me Sharon Dillon and Patsy Nelson, to me known to be the Mayor and Clerk of the City of Sedro-Woolley, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 27<sup>th</sup> day of July, 2006.



Cheryl A Brue  
Notary Public in and for the State of  
Washington, residing at Sedro-Woolley  
My Commission Expires: 10/1/2009  
Print Name: CHERYL A. BRUE

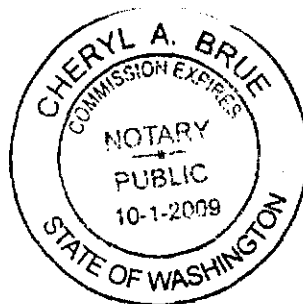
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

ON THIS DAY personally appeared before me Brian Hanson and Darlene Hanson to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 1<sup>st</sup> day of August, 2006.



Cheryl A Brue  
Notary Public in and for the State of  
Washington, residing at Sedro-Woolley  
My Commission Expires: 10/1/2009  
Print Name: CHERYL A. BRUE



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