



200707240090

Skagit County Auditor

7/24/2007 Page 1 of 5 3:30PM

**After Recording Please Return To:**

Skagit County Sewer District No. 2  
17079 Highway 9  
Mount Vernon, Washington 98274-9366  
(360) 422-8373

**Document Title(s):** Sewer Service Agreement

**Reference Number(s) of Documents Assigned or Released:** \_\_\_\_\_

☐ Additional on page \_\_\_\_\_ of document.

**Grantor(s): (Print Last name, First name, and Initials)**

1. Marron, Brian

2. \_\_\_\_\_

3. \_\_\_\_\_

☐ Additional on page \_\_\_\_\_ of document.

**Grantee(s):** Skagit County Sewer District No. 2

**Legal Description (abbreviated: i.e. lot, block, plat of section, township, range):** Portion of Lots 6 and 7, Block 7, Plat of Reserve Addition to the Town of Montborne, Vol 2, Pg. 59, in Sec 6, T33N, R5E.

☐ Additional legal description is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel / Account Number:** P74730

☐ Additional Parcel Numbers for additional legals are on page \_\_\_\_\_ of document.

**SEWER SERVICE AGREEMENT**

This agreement made by and between SKAGIT COUNTY SEWER DISTRICT NO. 2, Hereafter "District," and Brian Marron, hereafter "Property Owner(s)" residing at: 1504 Vecchio CT, Sedro Woolley, Washington 98284.

**WITNESSETH**

**Recitals:**

1. District is a municipal corporation in Skagit County, Washington operating a sewer system within said county with an existing sewer line near the property described below.
2. Property Owner is the owner of said real property and desires sewer service from the District.

3. The subject real property is situated within 300 feet of a District sewer line and, thus situated, is required by District Resolution No. \_\_\_\_\_ to connect plumbing from building structures on the subject real property to a public sewer line.

LEGAL: LOTS 6 AND 7, BLOCK 7, PLAT OF RESERVE ADDITION OT THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AND ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE EASTERN RAILWAY), LYING EASTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY AND BETWEEN THE SOUTHWESTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF LOT 7, BLOCK 7, AS SAID LINES ARE DELINEATED ON THE PLAT OF RESERVE ADD. TO THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VLOUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO TOGETHER WITH THE ADITONAL RAILWAY RIGHT-OF-WAY LYING BETWEEN SAID 100 FOOT WIDE RIGHT-OF-WAY AND SAID BLOCK 7 AND WITHIN SAID SOUTHWESTERLY EXTENSION LINES.

ADDRESS:

24216 CRAIG ROAD  
MOUNT VERNON, WA 98274

Contract Terms:

The parties contract, covenant and agree that:

1. Property Owner will, at his own expense, construct, install and connect a gravity sewer connection to the District's sewer system (4" side sewer across Lots 6 and/or 7 and 6" side sewer across West Montborne Road) in accordance with the District's rules and regulations. Work in West Montborne Road will also be subject to the requirements of Skagit County.
2. Connection to the District's existing 8" sewer line in West Mont borne Road shall be made at the point designated by the District, and any roads disturbed during such installation and connection shall be restored by the Property Owner in accordance with County requirements. The Property Owner shall save the District harmless from all claims of any nature whatsoever arising out to of the construction thereof or connection to District's sewer facilities. Property Owner shall secure a right of way permit from Skagit County prior to construction in West Montborne Road.



3. The plumbing system of the residence now or hereafter to be located upon the Property Owner's real property shall, without cost to the District, be connected with said sewer line at a place designated by the District, by suitable side sewer connection which shall be inspected by the District's designated prior to use and shall be used and maintained in accordance with the District's standards, rules and regulation as may be amended from time to time. Such connection of an existing structure, unless otherwise authorized, shall be made within ninety (90) days from the date of this agreement. In the future, should 8" gravity sewer be available for service adjacent to the subject property, the Property Owners(s) shall be required to connect to such line and pay their pro rata share, with other property owners benefited by said 8" gravity sewer, of the project cost of installation of said gravity sewer and appurtenances.
4. Property Owner shall, prior to issuance of a side sewer permit, grant a permanent sewer easement and temporary sewer construction easement to the District, for use by the District and/or third-party developers and/or property owner(s) for construction and maintenance of a sewer main to serve the subject and/or other property in the District.
5. The cost of all construction and installation of Property Owner's sewer line, together with the obtaining of all franchises, easements and permits of every nature required for the construction and/or maintenance of said facilities shall be procured and installed by and at the expense of the Property Owner(s), and all such applicable franchises, easements, and permits, as required, shall be delivered to the District prior to construction and installation of Property Owner's sewer line.
6. Upon completion of the construction granting the easement and payment of the connection charge in the manner set forth herein, the District shall furnish sanitary sewer service to the real property at the same rates as subject to the same rules and conditions of service, including interest and penalties on delinquent accounts, as now or hereafter shall apply to the District's customers.
7. Property Owner(s) promise and agree that this agreement is a covenant running with the land binding upon their heirs, successors and assigns.
8. All of the above-described real property upon which improvements requiring sewer service have been or shall be placed shall stand as security for all sums which may become due or owing to the District by the owners or occupants, including but not limited to the following:
  - a) Connection charge,
  - b) Sewer service charges,
  - c) Charges for maintenance and repairs furnished, and
  - d) Charges for pro-rata share of project cost of future sewer developer extension;



And the District shall have a lien thereon, subject only to the lien for general taxes, for all such sums, including penalties and interest, as provided for in District resolutions.

9. After sixty (60) days delinquency the District may certify the delinquency to the Skagit County Treasurer and a lien claim may be filed, at its option, with the Skagit County Auditor. At any time thereafter, the District may foreclose such lien and include in such suit, without filing additional notice, any charges or penalties accruing after the date of the filing of the original lien and until the entry of judgment, and the Court, in its judgment, may allow for reasonable cost of searching title or obtaining a report as to necessary parties defendant, other necessary and reasonable costs and a reasonable attorney's fee. The action may be in rem or in personam or both. The delinquent account shall accrue interest at the maximum rate allowed by Washington State Law.
10. Property Owner(s) agree to pay to the District a general facility charge as a connection charge in the sum of \$5,443.00, which the sum shall be paid in full prior to issuance of the side sewer permit. Connections to the sewer system by future structures shall be subject to additional connection charges. Connection charges shall be based on the general facilities charge in effect at the time of connection.
11. In the event a developer extension gravity sewer line passes by or across said property the Property Owner(s) shall pay all normal associated costs, even if the side sewer connection remains at the existing 8" sewer main on West Montborne Road. The Property Owner(s) shall pay to the District, for reimbursement of third-party developer(s) and/or property owner(s), a pro-rata share of the project cost of a sewer developer extension that would, were it not for the side sewer connection allowed under this agreement, abut, serve and benefit this property, and satisfy the District's build-through requirement. Payment of said pro-rata share shall be made in full within thirty (30) days of notice from the District that such sums are due and payable.
12. In the even the District shall form any Utility Local Improvement District in which special assessments shall be levied to pay all or portion of the cost of any collector trunk or interceptor sewer or sewage treatment and disposal facilities which will service the subject property, and if such property shall be included within or outside the boundaries of that district, the subject property shall be subject to a special assessment applied in accordance with the assessment formula utilized, but the property Owner(s) shall have the local facilities charge so paid under the terms of this agreement credited against the local facilities charge portion of the said special assessment. The credit and pro-rata share of future sewer system extension is based on payment of the local facilities charge for the equivalent front footage (68 feet) along the westerly property line abutting the County right-of-way. Property Owner(s) and their assigns and successors in interest agree not to object to the formation of the Utility Local Improvement District and may not object to the amount of the assessment on the ground that such property is already receiving sewer service pursuant to the contract, but may object for other reasons as provided by law. If requested by the District, Owners agree to execute a petition to form such a district.



EXECUTED IN DUPLICATE this 12 day of July, 2007.

OWNER(S):

SKAGIT COUNTY SEWER DISTRICT NO. 2  
SKAGIT COUNTY, WASHINGTON

By: Brian Marron

By: SK Severson  
President and Commissioner

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

ATTEST:

By: Mark Pearson

By: [Signature]  
Secretary and Commissioner

Title: Secretary

STATE OF WASHINGTON

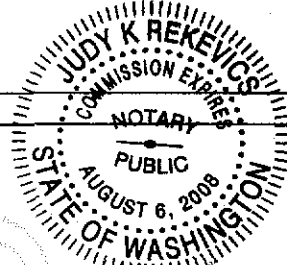
SS.

County of Skagit

On this day personally appeared before me Brian Marron  
to me known to be the individual(s) described herein and who execute the within and foregoing  
instrument and acknowledged that the said instrument to be the free and voluntary act and deed  
of said individual(s) for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12<sup>th</sup> day of July, 2007.

Judy K Rekevic  
Notary Public in and for the State  
of Washington, residing at :  
My commission expires: \_\_\_\_\_



STATE OF WASHINGTON

SS.

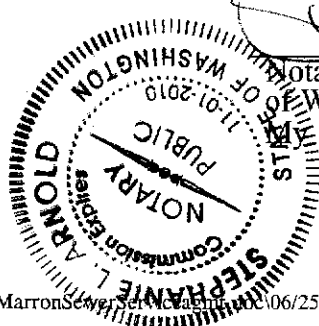
County of Skagit

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on  
the 17 day of July, 2007 personally appeared before me Errol Severson  
and Mark Pearson to me known to be the President and  
Secretary, respectively, of the Skagit County Sewer District No. 2 Commission, the municipal  
corporation that executed the within and foregoing instrument and acknowledged that the said  
instrument to be the free and voluntary act and deed of said municipal corporation for the uses  
and purposes therein mentioned, and on oath stated that they are authorized to execute the said  
instrument and that the seal affixed is the official seal of said municipal corporation.

GIVEN under my hand and official seal this 17 day of July, 2007.

[Signature]  
Notary Public in and for the State  
of Washington, residing at :  
My commission expires: \_\_\_\_\_

Sid Woolley  
11-1-10



Marron Sewer Service Agreement 06/25/07

