

After recording return to:

City of Sedro-Woolley
ATTN: Finance Department
325 Metcalf Street
Sedro-Woolley, WA 98284



201103040058
Skagit County Auditor

3/4/2011 Page 1 of 4 1:22PM

Document Title: Sanitary Sewer General Facilities Charge Installment Agreement and Promissory Note

Grantor: Doyle D. Assink and Marilyn R. Assink, Husband and Wife

Grantee: City of Sedro-Woolley

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

Tax Parcel: P39377

M4538

Legal: The North 200 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 35 North, Range 5 East W.M.,

EXCEPT the West 20 feet thereof, as conveyed to Skagit County for road purposes, by deed recorded June 2, 1906, in Volume 63 of Deeds, page 247, records of Skagit County, Washington,

AND EXCEPT the following described tract:

Beginning at the intersection of the South line of said North 200 feet of East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 18 and the East line of the County road known as Fruitdale Road;
thence East along the South line of said North 200 feet, a distance of 460 feet;
thence North parallel with the East line of said road 100 feet;
thence West parallel with the South line of said North 200 feet, a distance of 460 feet to the East line of said road right of way;
thence South along said road right of way 100 feet to the point of beginning.

Situated in the County of Skagit of Washington.

SANITARY SEWER GENERAL FACILITIES CHARGE INSTALLMENT AGREEMENT AND PROMISSORY NOTE

Whereas, the City of Sedro-Woolley is authorized by RCW 35.67.360 to "assist the owners of structures or equipment in financing the acquisition and installation of materials and equipment, for compensation or otherwise, for the conservation or more efficient use of storm water or sewer services in such structures or equipment," and

Whereas, the City of Sedro-Woolley adopted ordinance 1674-10 which is codified as Chapter 13.16 of the Sedro-Woolley Municipal Code, and

Whereas, SWMC 13.16 allows utility customers who are the owners of an existing property located within the city limits to connect to the sewer system following the partial payment of the sewer general facilities charges, special connection fees and with the execution of this agreement and promissory note, and

Whereas, **Doyle D. Assink and Marilyn R. Assink, Husband and Wife** wish to enter into this agreement with the City of Sedro-Woolley under the terms and conditions identified herein, now, therefore, it is agreed as follows:

1. The property to be connected to the City of Sedro-Woolley's sanitary sewer system is an existing structure located within the city limits at 1105 Fruitdale Road, Sedro-Woolley, Washington.

2. **Doyle D. Assink and Marilyn R. Assink, Husband and Wife** are the legal owners of the property legally described as:

Legal: The North 200 feet of the East ½ of the Southeast ¼ of Section 18, Township 35 North, Range 5 East W.M.,

EXCEPT the West 20 feet thereof, as conveyed to Skagit County for road purposes, by deed recorded June 2, 1906, in Volume 63 of Deeds, page 247, records of Skagit County, Washington,

AND EXCEPT the following described tract:

Beginning at the intersection of the South line of said North 200 feet of East ½ of the Southeast ¼ of said Section 18 and the East line of the County road known as Fruitdale Road; thence East along the South line of said North 200 feet, a distance of 460 feet; thence North parallel with the East line of said road 100 feet; thence West parallel with the South line of said North 200 feet, a distance of 460 feet to the East line of said road right of way; thence South along said road right of way 100 feet to the point of beginning.

Situated in the County of Skagit of Washington.

And commonly known as 1105 Fruitdale Road, Sedro-Woolley, Washington.

3. The sewer general facilities charge is eight thousand nine hundred twenty six and 00/100 dollars (\$8,926.00). The sewer special connection fee is three thousand four hundred fifty and 00/100 dollars (\$3,450.00). Permit and inspection fees are sixty six and 00/100 dollars (\$66.00). Recording fees to Skagit County Auditor in the amount of one hundred and fifty-two and 00/100 dollars (\$152.00). Sub-total of twelve thousand five hundred ninety-four and 00/100 dollars (\$12,594.00). Decommissioning an existing septic system results in a credit of two thousand eight hundred fifty five and 00/100 dollars (\$2,855.00); Less credit three thousand five hundred and seventy-one and 00/100 dollars (\$3,571.00) The total amount due is six thousand one hundred and sixty-eight and 00/100 dollars (\$6,168.00)

4. Ten percent (10%) of the total amount due is required upon execution of this agreement and promissory note. That amount is six hundred and seventeen and 00/100 dollars (\$617.00).

5. The remaining balance of five thousand five hundred and fifty-one and 00/100 dollars (\$5,551.00) shall be paid in accordance with this agreement and promissory note as detailed herein.

Installment Agreement and Promissory Note

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6. Any unpaid balance must be paid in full upon the following conditions:

- A. Sale or transfer of ownership of the property, or
- B. Development of the property which includes any improvement that exceeds fifty percent (50%) of the value of the property or any subdivision or increase in the intensity of the use of the property.

7. Delinquent payments of general facilities charges and/or special collection charges under this agreement and promissory note or otherwise unpaid general facilities charges and/or special collection charges are a lien upon the property described herein as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.

8. FOR VALUE RECEIVED AND AS AUTHORIZED BY THE CITY OF SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 13.16, **Doyle D. Assink and Marilyn R. Assink, Husband and Wife** "Maker" promise to pay to the City of Sedro-Woolley, a Washington municipal corporation, hereinafter "Holder" or order at 325 Metcalf Street, Sedro-Woolley, Washington 98284, or other such place as may be designated by the Holder from time to time, the principal sum of five thousand five hundred and fifty-one and 00/100 Dollars (\$5,551.00), with interest thereon from the 25th day of February, 2011, on the unpaid principal at the rate of four percent (4.0%) per annum as follows:

A. INSTALLMENT PAYMENTS: Maker shall make monthly installments in the minimum amount of \$86.85 until paid in full. (NOTE: Amortization period may not exceed 72 months). Monthly payments shall be paid no later than the 25th day of each month beginning on the 25th day of February, 2011. Payments made after the 25th day of each month are subject to a late payment fee of \$50.00.

B. DUE DATE/ACCELERATION: The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full no later than seventy two (72) months from the date of this Note and or any change in conditions as identified in Paragraph 6 herein.

C. DEFAULT INTEREST: After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (12%) per annum OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.

D. ALLOCATION OF PAYMENTS: Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.

E. PREPAYMENT: Maker may prepay all or part of the balance owed under this Note at any time without penalty.

F. CURRENCY: All principal and interest payments shall be made in lawful money of the United States.

G. ATTORNEYS' FEES AND COSTS: Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

H. WAIVER OF PRESENTMENTS: Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

I. NON-WAIVER: No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.



J. SEVERABILITY: If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

K. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.

L. EXECUTION: Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.

ORAL AGREEMENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

M. DEFINITIONS: The word Maker shall be construed interchangeably with the words Borrower, Payer or Property Owner and the word Holder shall be construed interchangeably with the words Lender, Payee or City. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

Property Owner(s) (signatures)

Doyle D. Assink
Marilyn R. Assink

For the City of Sedro-Woolley

[Signature], Mayor

ATTEST: Judy K. Nelson, Finance Director

Maker's address for all notices given by Holder under this Note: 233 West Ridgeview Trl, Casa Grande AZ 85122-6519.

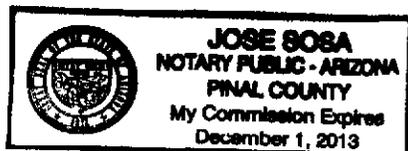
Arizona
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF ~~SKAGIT~~ PIHAL)

I certify that I know or have satisfactory evidence that **Doyle D. Assink and Marilyn R. Assink, Husband and Wife** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 4 day of feb, 2011.

[Signature]
Jose Sosa (Printed Name)

NOTARY PUBLIC in and for the State of
Washington residing at: Casa Grande. My Commission
expires Dec 1, 2013



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