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Skagit County Auditor

\$75.00

6/14/2013 Page

1 of

4 3:04PM

After Recording Please Return To:

Skagit County Sewer District No. 2
17079 State Route 9
Mount Vernon, Washington 98274
(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. Banks, Tom

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 Tract 107, First Addition to Big Lake Waterfront Tracts, Section 7, Township 33 North, Range 5 East

☒ Additional legal description is on page 2 of document.

Assessor's Property Tax Parcel / Account Number: P109571

☐ 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 Tom Banks, hereafter "Property Owner(s)" residing at 6121 Parkside Drive, Anacortes, Washington 98221.

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(s) are the owner(s) of said real property and desires sewer service from the District.

3. The subject real property is situated in Skagit County, Washington, and is described as follows:

LEGAL:

That Portion of Tract 107 lying westerly of Big Lake Boulevard conveyed to Skagit County for road purposes by deed dated April 17, 1956 under File No. 534811 and recorded in Volume 277 of Deeds, Page 696, of First Addition to Big Lake Waterfront Tracts, per Plat recorded in Volume 4 of Plats, Page 15, records of Skagit County, Washington.

ADDRESS:

19064 West Big Lake Boulevard
Mount Vernon, Washington 98274

Contract Terms:

The parties contract, covenant and agree that:

1. Property Owner(s) will, at their own expense, construct, install and connect a grinder pump sewer system to the District's sewer system in accordance with the District's rules and regulations.

2. Connection to the District's 2 1/2" force main on the far side of the roadway shall be made at the point designated by the District, in a manner designated by the District subject to Skagit County requirements, and any roads disturbed during such installation and connection shall be restored by the Property Owner(s) in accordance with County requirements and will save the District harmless from all claims of any nature whatsoever arising out of the construction thereof or connection to the District's sewer facilities.

3. The plumbing system of the structure(s) 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 pressure side sewer connection which shall be inspected by the District's designate 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 on an existing structure, unless otherwise authorized, shall be made within ninety (90) days from the date of this agreement.

4. 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.

5. Upon completion of the construction 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 and 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.

6. Property Owner(s) promise and agree that this agreement is a covenant running with the land binding upon their heirs, successors and assigns.



7. 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, and
- c) Charges for maintenance and repairs furnished;

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.

8. 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.

9. Property Owner(s) agree to pay to the District a connection charge, to be paid in full to the District within thirty (30) days of notice from the District that such sums are due and payable. The connection charge is the same as the general facilities charge. The general facilities charge is currently \$7,116.00 for one residential customer equivalent. Connections to the sewer system by future structures located outside of this area shall be subject to additional connection charges. Connection charges shall be based on the general facilities charge in effect at the time of connection.

10. In the event the District shall form any Utility Local Improvement District in which special assessments shall be levied to pay all or a portion of the cost of any collector trunk or interceptor sewer or sewage treatment and disposal facilities which will serve 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. 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 this 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 21 day of May, 2013

OWNER(S):

SKAGIT COUNTY SEWER DISTRICT NO. 2
SKAGIT COUNTY, WASHINGTON

By: [Signature]

By: [Signature]

President and Commissioner

STATE OF WASHINGTON

County of Skagit

On this day personally appeared before me John Banks
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 10 day of June, 2013

Brenda D. Gamache

Notary Public in and for the State
of Washington, residing at:

My commission expires: 2/2016

Brenda Gamache

STATE OF WASHINGTON

County of Skagit

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on the
21 day of May, 2013, personally appeared before me Mark Pearson and
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 11 day of May, 2013

Brenda D. Gamache

Notary Public in and for the State
of Washington, residing at:

My commission expires: 2/2016

Brenda L. Gamache

