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Skagit County Auditor

\$85.00

7/13/2017 Page

1 of

13 10:33AM

RETURN TO:

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

**AGREEMENT RE: MAINTENANCE OF PRIVATE FORCED SEWER LINE**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

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

- 1. **Hanson Family Investments, LLC**
- 2. **Smith, Donald A. and Smith, Cherie Ann Donovan**
- 3. **City of Sedro-Woolley**

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

- 1. **Hanson Family Investments, LLC**
- 2. **Smith, Donald A. and Smith, Cherie Ann Donovan Smith**
- 3. **City of Sedro-Woolley**

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

**Lot 4 of Sedro-Woolley Short Plat # SW-0285 recorded AF#8512170015; together with ptn Lot 1, Sedro-Woolley Short Plat #05-94, recorded AF#9509210102**

**Lot 4, Sedro-Woolley Short Plat No. SW-05-94**

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

**P36506 / 350413-4-009-0003 and P107812 / 3504-13-0-001-0300**

ORIGINAL

UNOFFICIAL DOCUMENT

## AGREEMENT RE: MAINTENANCE OF PRIVATE FORCED SEWER LINE

Whereas, Hanson has constructed a private forced sewer line; and

Whereas, the proposed development is located within the City of Sedro-Woolley; and

Whereas, facilities to collect sewage are constructed in the public right-of-way; and

Whereas, it is beneficial to the property owners if the use and maintenance of said facility is shared between the property owners; and

Whereas, it would be disproportionately expensive to construct a gravity feed sewer main for only a few houses on these properties;

NOW THEREFORE, in consideration of the promises and covenants herein, and the issuance of the development permit or approval at issue, the parties agree as follows:

1. **Parties.** The Parties to this agreement are:
  - a. Hanson Family Investments, LLC, a Washington Limited Liability Company (hereinafter "Hanson" or "Owner"); and
  - b. Donald A. Smith and Cherie Ann Donovan Smith, husband and wife (hereinafter "Smith" or "Owner"); and
  - c. City of Sedro-Woolley, a Washington Municipal Corporation.
2. **Legal Description.** This agreement benefits and burdens that real property legally described on the attached Exhibit A, the "Hanson Property", and that real property legally described on the attached Exhibit B, the "Smith Property".
3. **Tax Parcel Numbers.** The current tax parcel number/account number for the Hanson property is P36506/350413-4-009-0003. The current tax parcel number/account number for the Smith property is P107812/ 350413-0-001-0300.
4. **Identification of Forced Sewer Line.** The forced sewer line and appurtenances ("facilities") referred to in this agreement is described as follows: As illustrated on Exhibit C, all within or leading to the public right-of-way known as Sapp Road.
5. **Maintenance of Forced Sewer Line.** The Owners of the above described real property hereby covenant and agree to construct, maintain, and repair the above described Private Force Sewer Line in good working condition.
  - a. Prior to any major modification, maintenance or repair of the Force Sewer Line by the Owners, plans for the same shall be submitted in writing to the City by the Owners, and no such work by the Owners shall be commenced without prior written approval by the City or permit therefore.

- b. The Owners shall bear and promptly pay all costs and expenses related to maintenance and repair of the Force Sewer Line Facilities, and shall hold harmless the City therefrom. In the event the Owners shall fail to construct, maintain and repair the Facilities as provided herein, the City may (but is not required to) do so, and upon completion, may record and foreclose a lien for the City's costs therefore against the Owners in the same manner as a lien for sanitary sewer obligations, as well as pursue a personal judgment against the Owners therefore. Such a lien shall be a first lien, prior to any lien or mortgage recorded after this document.
- c. The Owners shall, in construction and maintenance of the Force Sewer Line Facilities, comply with all applicable statutes, orders, ordinances and regulations of any public authority having jurisdiction.
- d. All work to be performed by the Owners shall be completed in a careful and workmanlike manner.
- e. Unless otherwise specified, the improvements subject to this agreement shall include design, engineering, acquisition of right-of-way or easement, construction, materials and installation required in order to create an improvement which complies with standard construction and engineering practices, including City and State standards, reasonably necessary to serve the benefited real property with Force Sewer Line Facilities.
- f. All facilities located outside of the public ROW, for exclusive benefit of one owner, shall be maintained solely by the benefited property owner. However, maintenance of common pipes and appurtenances which are located in the ROW, or which, by design, of common benefit, are subject to this agreement regardless of their location with respect to a parcel of property.
- g. All requirements herein are the responsibility of the Owners. The facilities are private and not owned by the City. All work must be performed by personnel licensed and experienced to perform this type of work.
- h. The Owners shall pay for the cost of maintaining the forced sewer line facilities in proportion to the number of lots or residential units for which their respective properties are approved, permitted, or subdivided, provided, that until the owners of the Smith's property apply for a building permit or a subdivision, the owners of the Hanson's property shall hold indemnify, defend and hold harmless the owners of the Smith's property for the obligations herein, including the costs of maintenance, operation, and repairs. This limitation shall not limit the obligations of any party to the City of Sedro-Woolley.

- i. This agreement constitutes a homeowners' association formed by the owners of the real property described above, to facilitate the required maintenance of the forced sewer line. All owners of the Hanson and Smith property described on Exhibit A and B shall be members of the HOA. This agreement shall be governed by RCW Ch. 64.38 with respect to the property owners (but not the City), which regulates homeowners' associations. Each lot or residential unit shall have one (1) vote. The owners may adopt more detailed governing documents in their discretion.
- j. The parties anticipate future development of their properties. The Hanson property is allocated capacity of the forced sewer line for two (2) residential units. The Smith property is allocated all remaining capacity of the forced sewer line.
- k. Revised Code of Washington Title 19 Chapter 19.122.027 requires that owners of underground facilities located within right of way must subscribe to the One-number locator service, which is part of the Washington 811 system. Subscription is through the Underground Utility Notification Center (UULC), 877-668-4001, [ordatabase@occinc.com](mailto:ordatabase@occinc.com). Request a Member Packet. The owners of the Smith and Hanson properties, and any subdivision thereof, shall register and subscribe to the service. Subscription is to be maintained until the forced sewer line is abandoned and rendered inoperable. Registrations and subscription should be through the HOA, which shall select one owner to be the contact person for the city and locator service. This shall occur within 30 days of the recording of this agreement, and no building permit shall be issued for the subject property until this is accomplished.
6. **Binding Covenant.** This agreement constitutes a covenant running with the real property described above. The obligations of the Owners set forth herein are cumulative, and in addition to any other obligations provided by law.
7. **Specific Enforcement.** The City or property owners may enforce this agreement through any means available at law, including specific performance.
8. **Successors.** This agreement shall be binding on the heirs, devisees, assigns, and successors in interest of the Owners, including purchasers of individual lots within the development, if allowed. The person(s) whose names are subscribed herein do hereby certify that they are the sole holders of fee simple interest in the above-described property.
9. **Notices.** Notices required to be in writing under this agreement shall be given by deposit hereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon personal service thereof if otherwise given.

10. **Future Improvements.** In the event the City of Sedro-Woolley or its successor should construct a regional sewer improvement benefiting the above-described real property, then the Owners shall connect thereto, and participate in the cost thereof on the same basis as other similarly situated owners, notwithstanding the benefit received by connecting to the forced sewer line.

DATED this 12<sup>TH</sup> day of JULY, 2017.

OWNER:

Donald A. Smith  
Donald A. Smith

HANSON FAMILY INVESTMENTS, LLC

By: Debrae Hanson  
Managing Member

Cherie Ann Donovan Smith  
Cherie Ann Donovan Smith

CITY OF SEDRO-WOOLLEY

Attest:

By: Keith L. Wagony  
Mayor

Christie A. Salsman  
City Clerk Deputy Clerk

Approved:

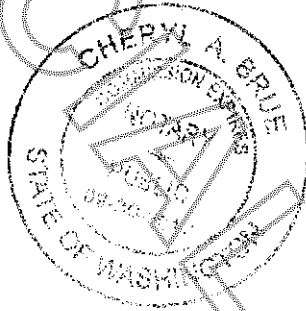
[Signature]  
City Planning Director  
Approved as to Form:

[Signature]  
City Attorney

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF SKAGIT )

On this 13<sup>th</sup> day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Keith L. Wagoner and Christine A. Sakewa to me known to be the Mayor and City Clerk, respectively, who executed the foregoing instrument of behalf of said City, and acknowledged to me that he signed and sealed the said instrument the free and voluntary act and deed of said municipal corporation, for the uses and purposes mentioned herein, and with full authority to sign therefore.

WITNESS my hand and official seal hereto affixed the day and year above written.



Cheryl A Brue  
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley  
My commission expires: 9/30/17  
Print Name: Cheryl A Brue

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF SKAGIT )

On this 12 day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald A. Smith to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument his free and voluntary act and deed for the uses and purposes mentioned herein.

WITNESS my hand and official seal hereto affixed the day and year above written.

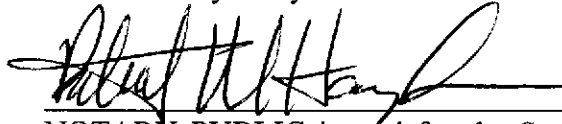
Patrick W. Heston

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley  
My commission expires: 4.27.21  
Print Name: Patrick W Heston

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF SKAGIT )

On this 12 day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cherie Ann Donovan Smith to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument his free and voluntary act and deed for the uses and purposes mentioned herein.

WITNESS my hand and official seal hereto affixed the day and year above written.

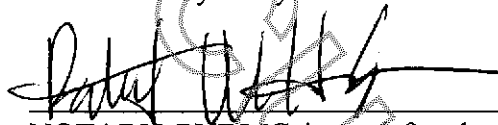


NOTARY PUBLIC in and for the State of Washington, residing at Sedro-Woolley  
My commission expires: 4.27.21  
Print Name: Patrick M Hayden

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF SKAGIT )

On this 29 day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darlene Hanson, known to me to be the managing member of Hanson Family Investments, LLC, described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as the free and voluntary act and deed of said LLC for the uses and purposes mentioned herein.

WITNESS my hand and official seal hereto affixed the day and year above written.



NOTARY PUBLIC in and for the State of Washington, residing at Sedro-Woolley  
My commission expires: 4/27/21  
Print Name: Patrick M Hayden

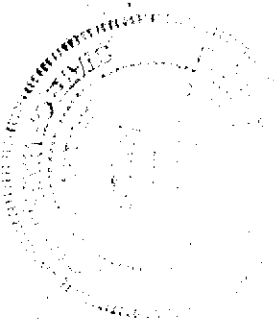


EXHIBIT A  
Hanson Family Investments, LLC  
Legal Description (P36506)

PARCEL A OF SURVEY AF#200608220050 AKA LOT 4 OF SEDRO WOOLLEY SHORT PLAT # SW-0285 AS APPROVED DECEMBER 13, 1985, AND RECORDED DECEMBER 17, 1985, IN VOLUME 7 OF SHORT PLATS, PAGE 60, UNDER AF#8512170015, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 1 OF SEDRO WOOLLEY SHORT PLAT # 05-94 AS RECORDED IN VOLUME 12 OF SHORT PLATS AT PAGE 31 UNDER AF#9509210102, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A 13.61 FEET WIDE STRIP OF LAND LYING BETWEEN SAPP ROAD AND THE NORTH LINE OF SAID LOT 1, AND LYING ADJACENT TO, CONTIGUOUS WITH AND ON THE SOUTHWESTERLY SIDE OF THE NORTHEASTERLY LINE OF SAID LOT 1.

Situated in Skagit County, Washington.

EXHIBIT B

Donald A. Smith and Cherie Ann Donovan Smith  
Legal Description (P107812)

Lot 4 of Sedro-Woolley Short Plat No. SW-05-94, approved August 18, 1995, recorded September 21, 1995, in Volume 12, page 31 of Short Plats, under Auditor's File No. 9509210102, being a portion of the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Section 13, Township 35 North, Range 4 East, W.M.

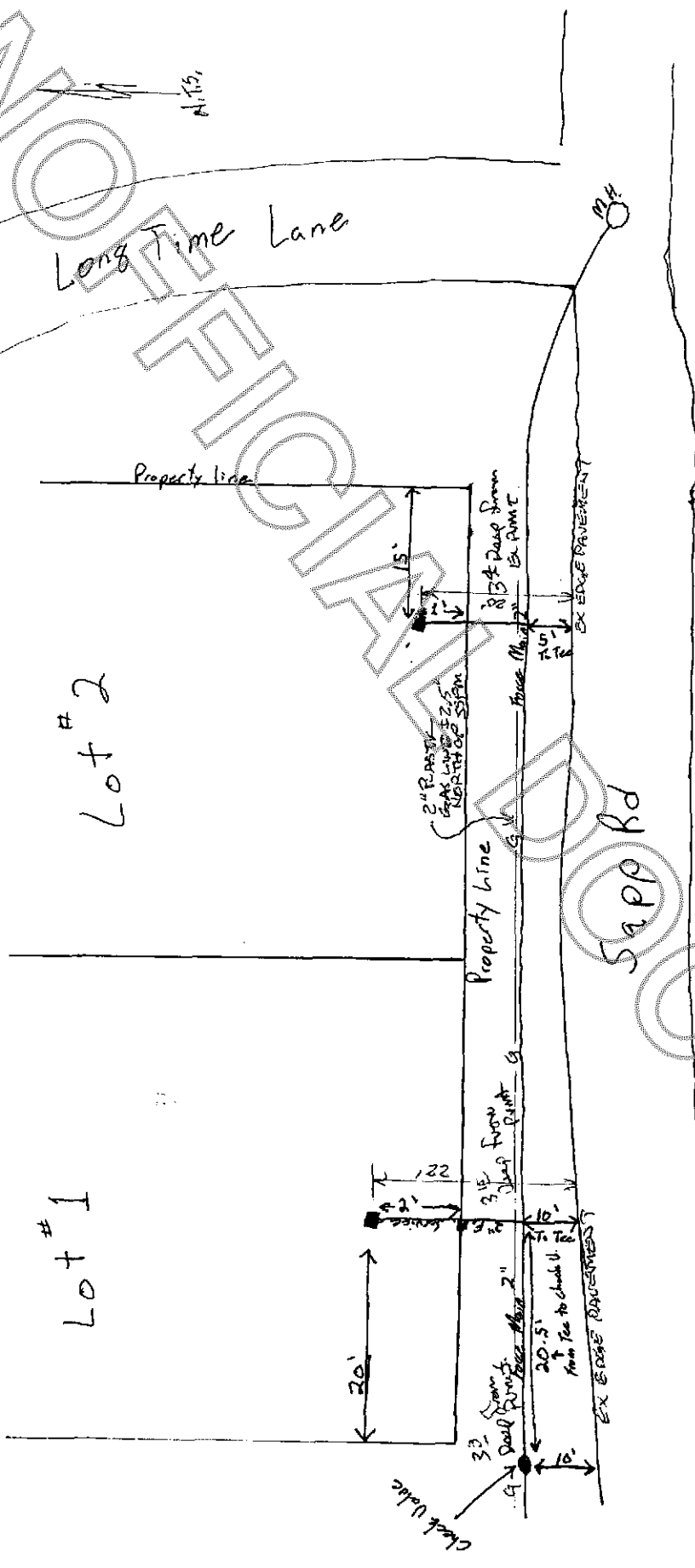
Situated in the City of Sedro Woolley, County of Skagit, State of Washington.

EXHIBIT C

Diagram of Forced Sewer Line Including Locations on Owner's Properties

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT



Lot #1

Lot #2

Long Time Lane

Check Valve

3.2' from front  
Property line

Property line

24" Water  
Main  
2' from  
Property line

13" Sewer  
Main  
2' from  
Property line

Sapp Rd

EX EDGE PAVEMENT

EX EDGE PAVEMENT

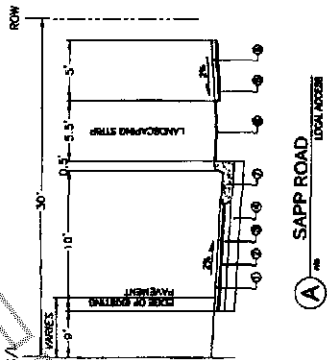
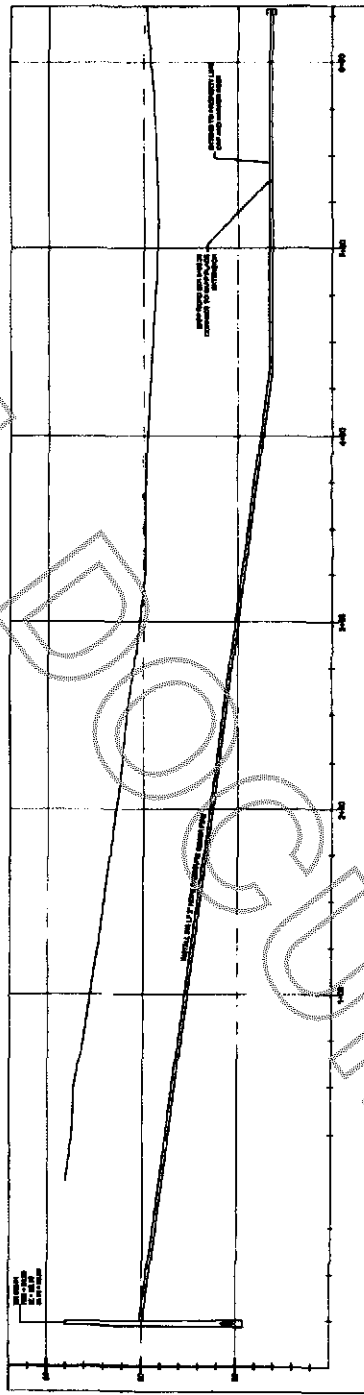
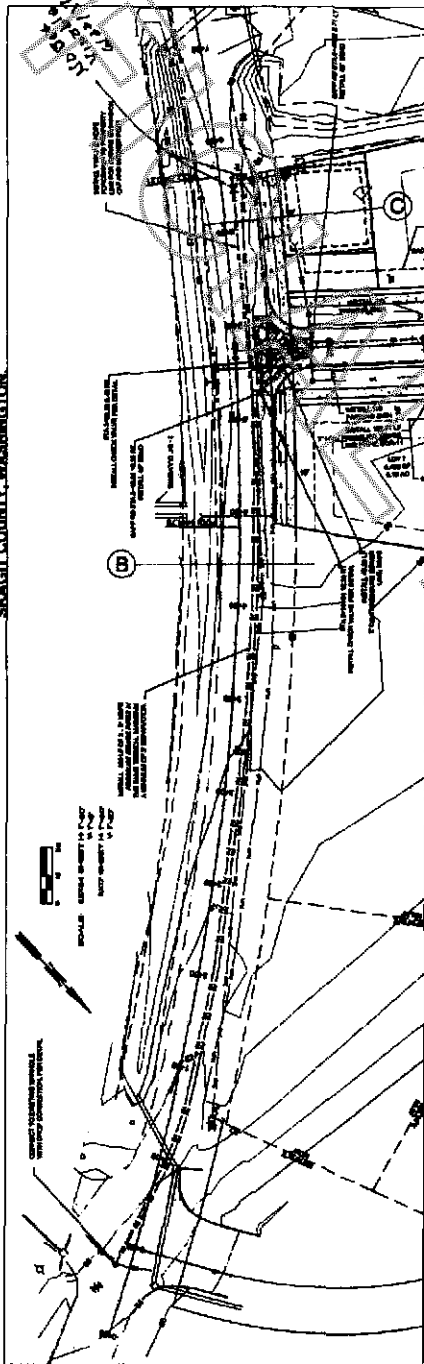
N.T.S.

6/16/17

HANSON SMART PLAT  
2016-312

# PRELIMINARY PLAT OF SAPP PLACE

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.1.M., SKAGIT COUNTY, WASHINGTON.



- NOTES:**
1. CLASS B ASPHALT ON CLASS 40" FILL BASE
  2. CRUSHED SURFACING TOP COURSE
  3. CRUSHED SURFACING BASE COURSE
  4. GRANULAR BASE
  5. CONCRETE CURB AND GUTTER
  6. 4" CONCRETE CURB AND GUTTER
  7. 4" CONCRETE CURB AND GUTTER
  8. 4" CONCRETE CURB AND GUTTER
  9. 4" CONCRETE CURB AND GUTTER
  10. 4" CONCRETE CURB AND GUTTER
  11. 4" CONCRETE CURB AND GUTTER
  12. 4" CONCRETE CURB AND GUTTER
  13. 4" CONCRETE CURB AND GUTTER
  14. 4" CONCRETE CURB AND GUTTER
  15. 4" CONCRETE CURB AND GUTTER
  16. 4" CONCRETE CURB AND GUTTER
  17. 4" CONCRETE CURB AND GUTTER
  18. 4" CONCRETE CURB AND GUTTER
  19. 4" CONCRETE CURB AND GUTTER
  20. 4" CONCRETE CURB AND GUTTER

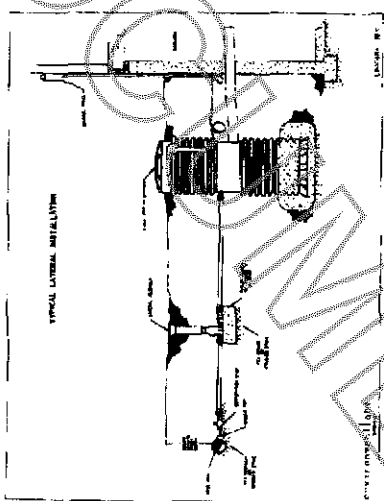
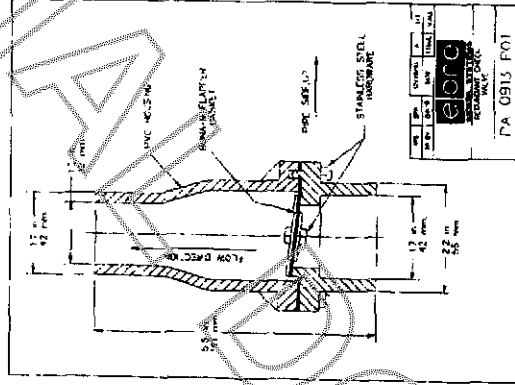
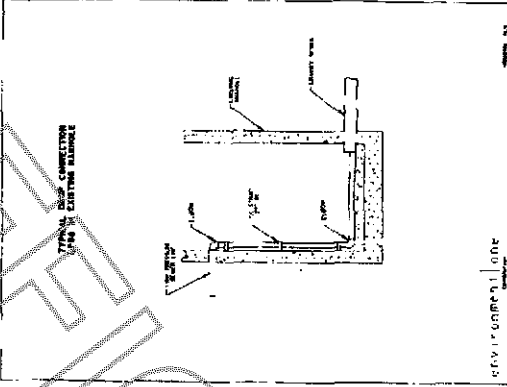
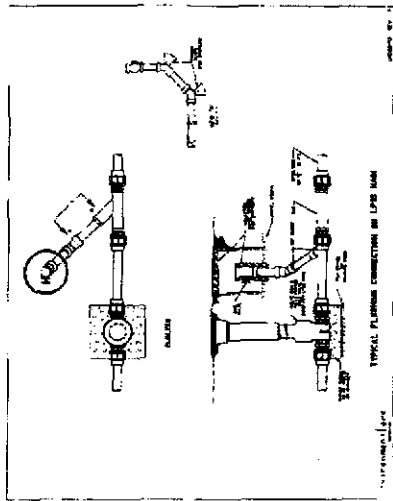
**CAUTION**  
 THIS PLAN SHEET IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER. THE ENGINEER'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE DESIGN. THE ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE DESIGN OF ANY OTHER PARTY'S WORK. THE ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE DESIGN OF ANY OTHER PARTY'S WORK.



BAYVIEW SURVEYING AND ENGINEERING PROFESSIONAL LAND SURVEY AND ENGINEERING SERVICES 12345 Main Street, Everett, WA 98201 TEL: (425) 555-1234 WWW.BAYVIEWENGINEERING.COM	PROJECT <b>PRELIMINARY PLAT OF SAPP PLACE</b> A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.1.M., SKAGIT COUNTY, WASHINGTON.	SHEET NO. SHEET 1 OF 1 DATE 08/13/07	CLIENT INFORMATION <b>CIVIL ENGINEERING PLANS</b> PROPOSED ROAD PLAN AND PROFILE AUGUST 2007	DATE 08/13/07 DRAWN BY CHECKED BY PROJECT NO. 07-1234
	TITLE BLOCK			

# PRELIMINARY PLAT OF SAPP PLACE

A PORTION OF THE NORTHWEST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKEGST COUNTY, WASHINGTON.



THIS IS A PRELIMINARY PLAT. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE APPROVAL OF THE ENGINEER. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAT.



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THE ENGINEER.

<p>PROJECT: PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKEGST COUNTY, WASHINGTON.</p>		<p>DATE: 08/01/07 DRAWN BY: J. SAPP CHECKED BY: J. SAPP PUBLISHED BY: J. SAPP SCALE: AS SHOWN</p>		<p>PROJECT: PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKEGST COUNTY, WASHINGTON.</p>		<p>PROJECT: PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKEGST COUNTY, WASHINGTON.</p>		<p>PROJECT: PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKEGST COUNTY, WASHINGTON.</p>		<p>PROJECT: PRELIMINARY PLAT OF SAPP PLACE A PORTION OF THE NORTHWEST 1/4, AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKEGST COUNTY, WASHINGTON.</p>	
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FAX: (509) 325-1112  
WWW.RAYVIEWENGINEERING.COM



DATE	BY	APP'D
08/01/07	J. SAPP	J. SAPP

CIVIL ENGINEERING PLANS  
SANITARY SERVER DETAILS  
AUGUST 2007