

**201808300012**08/30/2018 08:57 AM Pages: 1 of 10 Fees: \$108.00
Skagit County Auditor

Return to:

Kokie Adams
Adams Law Group, PS
7127 – 196th Street SW Suite 201
Lynnwood, WA 98036

**IRREVOCABLE LICENSE TO USE SEPTIC SYSTEM
AND MAINTENANCE AGREEMENT**

Grantor	Town of Concrete, a Washington Municipal Corporation
Grantee	North Cascades Vintage Aircraft Museum, a Washington nonprofit corporation
Legal Description	Lot 2, 3, 18 and 19, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, and as amended under Auditor File No. 200805160156, being a portion of the Southwest ¼ and a portion of the Southeast ¼ of Section 10, Township 35 North, Range 8 East, W.M. Subject to: Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.
Tax Parcel ID#	P129727 P129728 P129763 P43741
Ref Nos of Documents Released or Assigned	N/A

**IRREVOCABLE LICENSE TO USE SEPTIC SYSTEM AND
MAINTENANCE AGREEMENT****ORIGINAL**

THIS AGREEMENT is made this 24th day of August 2018, between Town of Concrete, a Washington Municipal Corporation ("Grantor") and North Cascades Vintage Aircraft Museum, a Washington nonprofit corporation ("Grantee").

RECITALS

A. Grantor is the owner of the Mears Airport, Concrete Washington ("Airport") described in the attached Exhibit A ("Burdened Land") which by this reference is incorporated herein.

B. Grantee holds a leasehold interest in Lots 3, 18 and 19 of the Airport ("Leasehold Interests") which are described on the attached Exhibit B ("Benefited Land"), which by this reference is incorporated herein

C. Lot 2 of the Burdened Land contains a septic tank and drain field as depicted on the attached Exhibit C which services Lot 3 and Lots 18 and 19 ("Septic System"). Grantee desires to obtain an irrevocable and assignable license to use the Septic System, including sharing in the costs of the maintenance, repair and replacement of the Septic System, on the Burdened Land as described in this Agreement and Grantor has agreed to grant Grantee an irrevocable license to use the Septic System for purposes of allowing Grantee to hook-up and use the Septic System on the Burdened Land.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual undertakings of the parties set forth below, the undersigned parties agree as follows:

1. Grant of Irrevocable License. In consideration of the mutual promises set forth herein, Grantor conveys and grants to Grantee, its' successors and assigns, an irrevocable license ("License") to use the Septic System located on the Burdened Land in favor of the Benefited Land as depicted by the record drawing of the On-Site Sewage System on the attached Exhibit "C" and as approved in the Onsite Sewage Permit attached as Exhibit "D". In the event the Town of Concrete extends sewer to the Benefited Land, this License shall terminate and the current holders of leasehold interests in the Benefited Land shall hook-up to the Town sewer system.

2. Purpose. The purpose for this irrevocable license is to allow the Grantee, its' assigns and successors to the Leasehold Interests to use the Septic System, along with the Grantor.

3. Maintenance. The Septic System shall be maintained in the condition and over the area existing at the time of this Agreement. Any upgrades required by law shall be made as if required hereunder and the Septic System shall thereafter be maintained to the condition existing after such upgrade. The Grantor shall inform the then-current holders of the Leasehold Interests of any required maintenance and repairs that are needed to the Septic System such as pumping the septic tank or replacing pipes. Grantee and Grantor shall share responsibility for the costs of maintenance and repair of the Septic System, except the pipe to Lots 18/19, as follows: the Lessee of Lots 18/19 shall pay 50%, the Lessee of Lot 3 shall pay 25% and the Grantor (Town) shall pay 25%. The costs of repair and/or maintenance of the pipe which connects Lots 18 /19 to the Septic System shall be borne entirely by the Lessee of Lots 18/19. To the extent that any such maintenance, repair, or replacement shall require excavation on the

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Airport, Grantor hereby agrees to grant access for all purposes related to the construction, repair and maintenance of the Septic System under and through the Burdened Land. In the event of a dispute among the parties as to the degree of expense necessary to maintain the Septic System, the Grantor shall be the final decision-maker.

4. Successors. This Agreement shall be binding upon these parties and shall inure to the benefit of and be binding upon their respective successors and assigns, heirs and administrators for all time. For the purposes of this agreement relating to future duties and benefits, the terms Grantor and Grantee shall refer respectively to the then owner of the Burdened Land and the Lessee(s) of the Benefitted Land.

5. Indemnity. Each party shall indemnify the other from any and all claims of any kind or nature, including all costs and attorneys' fees associated with the defense of any such claims arising directly or indirectly on account of acts or omissions of such party, its agents, contractors or invitees in the use of the Septic System and construction and maintenance authorized under this Agreement; provided that, this section does not purport to indemnify against liability for damages arising out of injury to persons or damage to property caused by or resulting from the negligence of the party seeking indemnification.

6. Attorneys Fee. In the event a party is obliged to seek judicial relief to enforce the terms of this agreement, then the prevailing party shall be entitled to recover his or her actual attorney fees and cost, including those incurred in arbitration and or on appeal, from the other party.

7. Running Covenants. The covenants, terms and conditions contained in this agreement touch and concern the land and benefit and burden those lands, and all subdivided portions thereof, and shall bind all future holders of Leasehold Interests and owners of the properties described therein.

8. Representations and Warranties. Each party respectively represents and warrants to each of the other parties that he/she is fully authorized to execute this instrument.

8. Compliance with Law and Quality Work. Each party shall pay for and obtain all permits and consents necessary for its work hereunder, and shall comply with all laws and comply with all governing authorities with respect to its work herein. Each party shall perform its work in a competent, safe and workmanlike manner.

9. Descriptive Headings. The descriptive headings in this Agreement are inserted for convenience only and reference to the Agreement and are not necessarily indicative of the content or substance of any section, paragraph, or sub-paragraph.

10. Governing Law and Venue. This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue shall be laid in the courts of Skagit County.

IRREVOCABLE LICENSE TO USE SEPTIC SYSTEM
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Dated this 24th day of August, 2018

TOWN OF CONCRETE

NORTH CASCADES VINTAGE
AIRCRAFT MUSEUM

By: [Signature]

Jason Miller, Mayor

By: [Signature]

James R. Ladd, President

STATE OF WASHINGTON)

) ss.

COUNTY OF Skagit)

On this 16th day of August, 2018, personally appeared before me JASON MILLER known to me (or proven by satisfactory evidence) to be the Mayor of the Town of Concrete, Washington, the municipality that executed the foregoing instrument, and acknowledged that he signed the same as the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

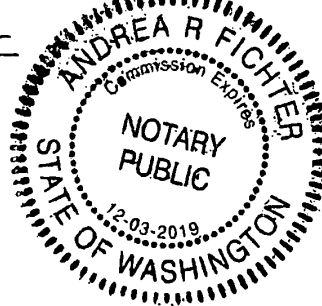
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]

Printed Name: Andrea R. Fichter

NOTARY PUBLIC in and for the State of
Washington, residing at Concrete

My appointment expires: 12/03/19



STATE OF WASHINGTON)

) ss.

COUNTY OF Snohomish)

On this 24th day of August, 2018, personally appeared before me JAMES R. LADD known to me (or proven by satisfactory evidence) to be the President of North Cascades Vintage Aircraft MUSEUM, the nonprofit company that executed the foregoing instrument, and acknowledged that he signed the same as the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

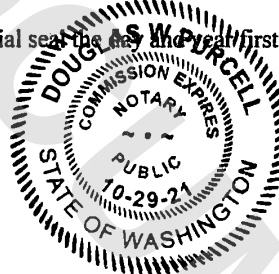
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]

Printed Name: Douglas W. Purcell

NOTARY PUBLIC in and for the State of
Washington, residing at Edmonds

My appointment expires: 10/29/2021



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EXHIBIT A
Legal Description of Burdened Land

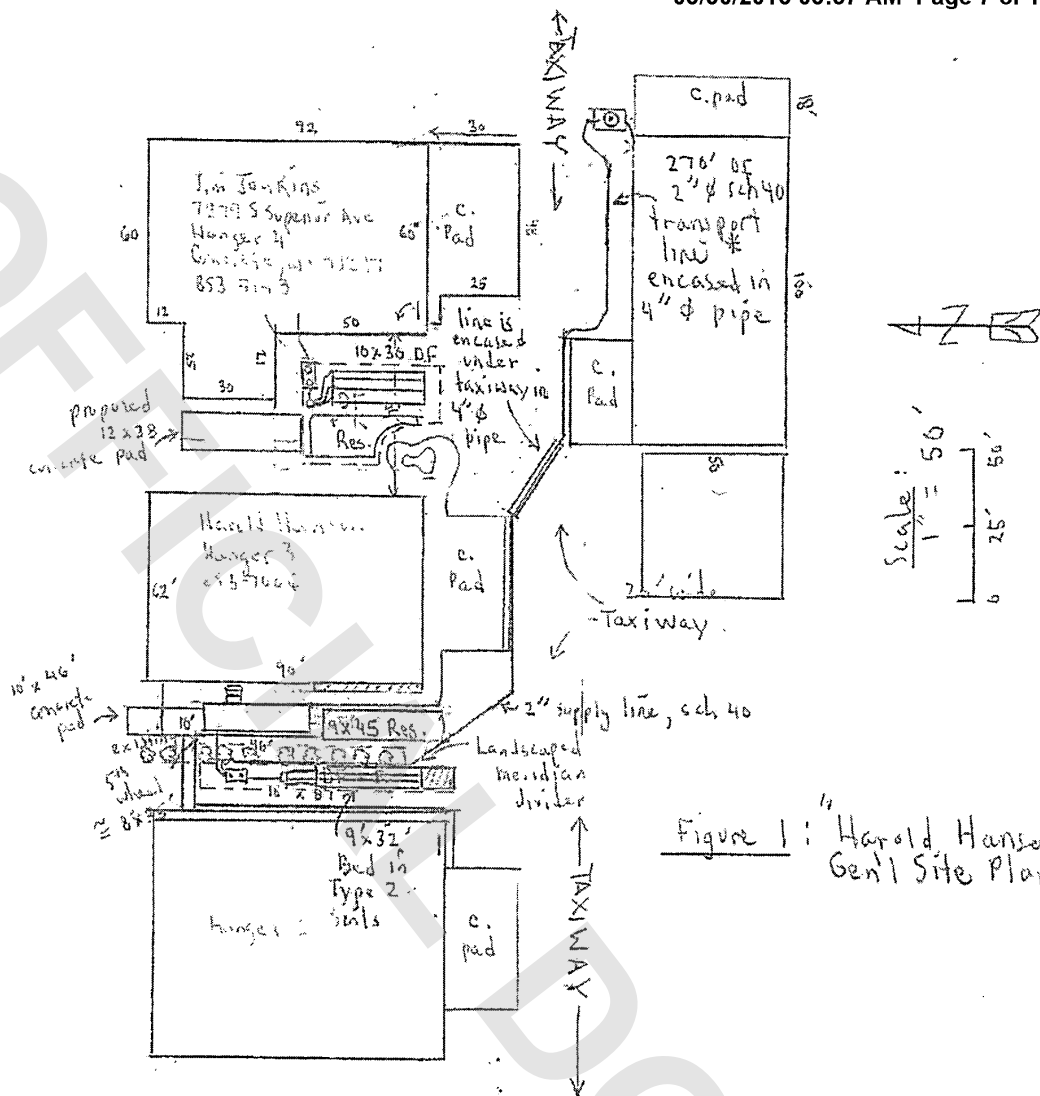
Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, being a portion of the Southwest $\frac{1}{4}$ and a portion of the Southeast $\frac{1}{4}$ of Section 10, Township 35 North, Range 8 East, W.M. **Subject to:** Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.

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EXHIBIT B
Legal Description of Benefitted Land

Lots, 3, 18 and 19, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, being a portion of the Southwest $\frac{1}{4}$ and a portion of the Southeast $\frac{1}{4}$ of Section 10, Township 35 North, Range 8 East, W.M. **Subject to:** Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.

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Please
*Note:

40' of transport line will need to be encased in four inch diameter solid pipe for protection under taxiway as shown above
2" pipe to be set @ 18" to 24" depth (below frost line)

Exhibit C

-72-



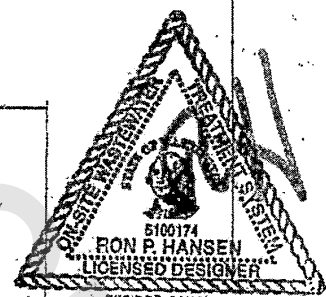


Fig 2: Harold Hanson
Detail Septic
Design "

Skagit County
Planning & Development Services
1800 Continental Place
Mount Vernon, WA 98273-5625
360 336-9410

Onsite Sewage Permit

Permit No: SW05-0179

Permit type: sd

Design type: CONG

Job Address: 7876 SUPERIOR AVENUE CONC

Parcel No: P103937

Lot size: 0 acres

Residential(Y/N): N

Bedrooms or occupants: 3

Total daily flow: 360

New Design for Hangar #5

Status: Issued

Applied: 04/18/2005

Issued: 04/25/2005

Expires: 04/24/2010

Applicant: Hanson Harold
853.7006
PO Box 337
Monroe WA
98272

Owner: LENNOX W M

P O BOX 425
CONCRETE WA
98237

Contractor:

John Hendricks
Ed Stanton

Issuance of a sewage disposal permit does not constitute fulfillment or satisfaction of any other land use requirements for a future building. Land use regulations include, but are not limited to zoning, shorelines, critical areas and the Uniform Building Code.

This installation shall comply with the Skagit County Rules and Regulations for On-site Disposal *including inspection before covering*. Property owners should contact a designer, an engineer or the County for instructions before installing their own sewage disposal system.

Notes: _____

Department Agent: _____

Greg Geleynse

Date: 04-25-2005

SW05-0179

Exhibit D

- 9 -

SKAGIT COUNTY PLANNING & DEVELOPMENT SERVICES
1800 Continental Place
Mount Vernon, Washington 98273
360/336-9410

SKAGIT COUNTY
PERMIT CNTR.

DEC 28 2005

RECEIVED

ON-SITE SEWAGE SYSTEM CERTIFICATION
FOR AS-BUILT DRAWINGS AND/OR INSTALLATIONS

Skagit County Code Section 12.05.150 (4) state in part: "The designer or installer . . . shall develop and submit a complete and detailed, "as-built" or "record" drawing to both the Health Officer and the On-Site Sewage System's owner that include . . . measurements to existing site features enabling the first tank manhole to be easily located, and a dimensioned reserve area."

Please complete and answer all questions and return.

LENOX WM / RE HAROLD HANSON
Property Owner (last, first and middle initial) CONCRETE, WA 98272
7876 Superior Ave
Site Address Plat, Division, Lot, Block
10 35 08 P103937
Section Township Range Parcel #
Hansen Ron STANTON INC
Designer's Name Installer's Name

On-site Sewage Permit Number: SW05-0129

How many bedrooms? 3

Have you attached any as-built plans/specifications? 3

INSTALLATION CERTIFICATION: I hereby certify that this sewage system was completed on Date: _____ and I have determined it was installed in accordance with the approved plans and specifications, or as indicated on the attached as-built documents, and in conformance with the County On-site Sewage Rules and Regulations (Skagit County Code Chapter 12.05).

Installer
Designer's Signature: John Hendrix

* * * * * COUNTY USE ONLY BELOW THIS LINE * * * * *

GPS location: N 48.53104 W 121.75653 A 23.1

Reviewed by: Greg Delaney Date: 12-28-05