

201903150061

03/15/2019 11:44 AM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

RETURN DOCUMENT TO:

Samish Water District
2195 Nulle Road
Bellingham, WA 98229

SEWER SERVICE AGREEMENT

THIS AGREEMENT made by and between **SAMISH WATER DISTRICT**, party of the first part hereafter referred to as the "District", and **BP WEST COAST PRODUCTS LLC**, party of the second part hereafter referred to as the "Owner".

WITNESSETH

WHEREAS, District is a municipal corporation in Whatcom County, Washington, operating a sewer system within said county and also within Skagit County, and

WHEREAS, the Owner is the owner of certain real property and desires sewer service from the District for **THREE (3)** living unit equivalent (LUE), and

WHEREAS, the property owned by Owner, which would be entitled to connect to the District's sewer facilities under the terms and conditions set forth in this Agreement, is described as follows:

**Parcel# P127416, Lot 1, PTN of the NE ¼ of the SW ¼, SEC 19 TWP 35 N,
Range 4 E.**

**Parcel# P127417, Lot 2, PTN of the NE ¼ of the SW ¼, SEC 19 TWP 35 N,
Range 4 E. See Exhibit "A"**

NOW, THEREFORE, in consideration of the sums to be paid by the Owner to the District and other covenants and conditions contained in this Agreement, it is agreed as follows:

1. Owner will, at their own expense, construct, install and connect a sewer line in accordance with the District's rules and regulations.

2. Connection to the District's sewer line shall be made at the closest feasible point and all improvements, including roads, damaged or destroyed by Owner in making such connections, shall be restored to their previous condition in accordance with District and county requirements and the Owner shall save the District harmless from all claims of any nature whatsoever arising out of the construction thereof or resulting from connection to the District's sewage facilities.

3. The sewer connection and system of the residences or facilities now or hereafter to be located upon the property described herein owned by the Owner shall, without cost to the District, be connected in accordance with applicable District's standards and requirements to such sewer line, at the place designated by the District. In the event the Owner's property is not located adjacent to a sewer main owned by the District, the District's obligation under this Agreement are contingent upon the Owner entering into an Owner's Extension Agreement as outlined in Section 15 of this agreement. [OR In situations where the sewer line is being constructed and installed by the Owner to service more than one lot or parcel created by subdividing the Owner's property described herein] All connections shall be maintained in accordance with the District's established standards, rules and regulations. Such connection of an existing structure shall be made within ninety (90) days from the date of this Agreement and all living units hereafter constructed upon Owner's property shall be connected within ninety (90) days from the date said living units are completed and habitable.

4. The Owner shall save and hold the District harmless from all claims of any nature whatsoever arising out of Owner's connection to the District's sewer system or the construction thereof or from any of Owner's or third parties liability or expense caused by the Owner's construction or by failure of the facilities installed by Owner to properly function.

5. The cost of all construction and installation of Owner's sewer line, together with the obtaining of all franchises, easements, permits, agreements and equipment of every nature required for the construction or maintenance of said facilities shall be procured by and at the expense of the Owner and shall be obtained prior to making any connection to the District's sewer line.

6. The Owner covenants and agrees that the subject real property described herein shall be the only property served with sewer service pursuant to this Agreement. This does not prohibit the servicing of properties as allowed for under the terms of an owner's extension and cost recovery agreement.

7. The Owner promises and agrees that this Agreement is a covenant running with the land and binding upon their heirs, successors and assigns. In the event the land described herein is subdivided all lots or parcels created by the subdivision shall be subject to this Agreement.

8. Upon payment of the District's General Facilities Charge and all other charges and fees provided for herein (and fulfillment of the terms of an applicable Owner's Extension Agreement), the District will furnish sanitary sewer service to the real property for **THREE (3) living unit equivalent (LUE)**. Each LUE is equal to one hundred eighty five (185) gallons per day for a total of five hundred fifty five (555) gallons per day as determined by the water meter readings. If the meter readings determine that the Owner is delivering more than 555 gallons of effluent into the District's System (as averaged out over a three-month period) the Owner agrees to pay a General Facilities Charge and other fees for each LUE, 185 gallons over and above the average daily agreement. Each LUE at the same rates and subject to the same rules and conditions of service, including interest and penalties on delinquent accounts, as now or hereinafter shall apply to the District's other customers, SUBJECT TO the provisions of Paragraph 14 herein..

9. The real property described herein, upon which such 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) General Facilities Charge;
- b) Monthly sewer service charges; and
- c) Charges for maintenance and repair furnished;

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

10. If the land is subdivided into lots or parcels, only the lot or parcel receiving sewer service shall stand as security for unpaid monthly sewer service charges and assessments. After thirty (30) days delinquency, the District may certify the delinquency to the County Auditor and a lien claim may be filed at its option with the County Auditor; and at any time thereafter, in the event of continued delinquency, the District may foreclose such lien and include in such suit without filing additional notice, any charges or penalties accruing after the date of filing of the original lien until the entry of judgment and the Court in its judgment may allow for reasonable costs of searching title or obtaining a report as to the necessary party defendants and a reasonable attorney's fee. The action may be in rem or personam or both. The District may terminate sewer service for non-payment as authorized by RCW 57.08.081. Nothing herein shall limit the District's legal rights under RCW 57.08.081 (or its successor statute) in the event of non-payment.

11. The Owner agrees to pay to the District for a sewer service agreement preparation charge of **\$150.00**; an inspection fee of **\$130.00**; a City of Burlington Sewer Connection fee of **\$8,936.00** and a Samish Water District General Facilities Charge of **\$15,549.00**. The Owner also agrees to pay The City of Burlington Plan Review engineering charges of **\$1,151.00**, which pertains to the sewer connection.

12. The Owner agrees to pay to the District in United States Funds, a General Facilities Charge and other fees in the sum of **Twenty-Five Thousand Nine Hundred Sixteen Dollars (\$25,916.00)** which sum will be paid in a lump sum on or before the date of this Agreement.

13. In the event that the Owner desires sewer service for an additional number of living unit equivalents (LUEs) the Owner must make a new application for sewer service and enter into a new Sewer Service Agreement.

14. In addition to the charges referred to in Sections 11 and 12 above, in the event the District's connection charge increases from the date of this Agreement to the time the Owner requests to physically connect a living structure to the District's sewer system (at which

point the Owner is required to begin paying monthly service charges), the Owner shall be required as a further condition of connecting to the District's sewer system to pay the difference between the amount previously paid to the District as a connection charge and the connection charge in effect at the time of the actual connection to the sewer system. PROVIDED, that the Owner shall have one (1) year from the date of this Agreement to connect to the sewer system and begin paying monthly sewer service charges without having to pay anything further by way of a connection charge. By way of an example, if an Owner pays a connection charge for one (1) LUE in the sum of \$5,183.00, but fails to connect to the system for three (3) years and at the time the Owner seeks to connect, the connection charge is \$6,000, the Owner would be required to pay the difference of \$817 as a condition of connecting to the sewer system.

As an alternative to paying the increase in connection charge as a pre-condition of connecting to the sewer system, the Owner may, by signing in the place immediately following this paragraph, make an irrevocable election to begin paying monthly sewer service charges on all contracted LUEs no later than one (1) year from the execution date of the Agreement. If Owner elects this option, then no additional sums shall be owed by way of connection charges at the time the LUEs are utilized regardless of whether the amount of the connection charge has increased.

9/21/2018 (Date)

 (Owner Signature)

15. In the event the Owner's property described herein is not located adjacent to an existing sewer main owned by the District, or if the Owner is subdividing their property and is installing a sewer line to service the subdivided lots or parcels, the Owner shall, simultaneously with execution of this Sewer Service Agreement, execute an Owner's Extension Agreement (a copy of which is attached hereto as Exhibit "A" an incorporated herein by this reference), and the District obligation under this Agreement are contingent upon the Owner signing and fulfilling the terms and conditions of the Owner's Extension Agreement.

16. This Sewer Service Agreement is subject to the terms and conditions of that certain **CONTRACT FOR WASTEWATER TREATMENT AND DISPOSAL** dated January 23, 2001, between the District and the City of Burlington and which is recorded under Skagit County Auditor's File No. 200102020095, and any subsequent agreements entered into between the District and the City of Burlington for the treatment of the District's wastewater, and

the District's obligation under this Agreement are no greater than its rights under the foregoing Agreement with Burlington or any future Agreements between the District and the City of Burlington.

DATED this 21 day of September, 2019.

OWNER(S)

SAMISH WATER DISTRICT
WHATCOM COUNTY,
WASHINGTON

BY: _____

Owner

BY: _____

Commissioner

BY: _____

Owner

BY: _____

Commissioner, President



Secretary and Commissioner

STATE OF WASHINGTON)

SS.

COUNTY OF King)
~~WHATCOM~~)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 21st day of September 2019, personally appeared before me David F. Allen, Owner, to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged that they/he/she signed and sealed the same as their/his/her free and voluntary act and deed, for the purposes therein mentioned.



Notary Public in and for the State of
Washington, residing in ~~Bellingham~~
Edgewood

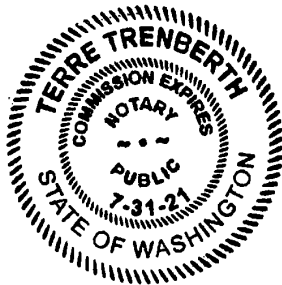
My commission expires 12-19-20

STATE OF WASHINGTON)

) SS.

COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 14 day of March 2019 personally appeared before me Art Baddorf, to me known to be Commissioner of the Samish Water District Commission, the municipal corporation that executed the foregoing 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 he is authorized to execute the said instrument.

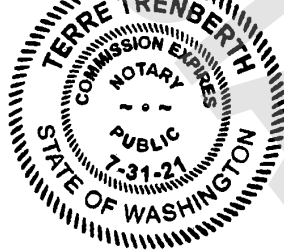


Notary Public in and for the State of
Washington, residing at Bellingham.

My Commission Expires 7-31-21

STATE OF WASHINGTON)
) SS.
 COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 14 day of March 2019 personally appeared before me Michael Roberts, to me known to be Commissioner of the Samish Water District Commission, the municipal corporation that executed the foregoing 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 he is authorized to execute the said instrument.



Terre Trenberth
 Notary Public in and for the State of
 Washington, residing at Bellingham.

My Commission Expires 7/31/21

STATE OF WASHINGTON)
) SS.
 COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 14 day of March 2019 personally appeared before me Gordon Nolan, to me known to be Commissioner of the Samish Water District Commission, the municipal corporation that executed the foregoing 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 he is authorized to execute the said instrument.



Terre Trenberth
 Notary Public in and for the State of
 Washington, residing at Bellingham.

My Commission Expires 7/31/21

Exhibit "A"

9596 OLD HIGHWAY 99 NORTH ROAD, PARCEL# P127416, XrefID 8075-000-001-0000, (0.6900 ac) (DR14) LOT 1 OF BSP NO. PL07-0601, RECORDED UNDER AF#200803030109, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

OLD HIGHWAY 99 NORTH ROAD, PARCEL# P127417, XrefID 8075-000-002-000, (0.6200 ac) (DR14) LOT 2 OF BSP NO. PL07-0601, RECORDED UNDER AF#200803030109, BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.