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Skagit County Auditor

RETURN TO:

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

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

AGREEMENT PROVIDING FOR VARIANCE DEFERRING CONNECTION TO THE SANITARY SEWER WHEN THE PROPERTY IS SERVED BY A WORKABLE SEPTIC SYSTEM.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

1. City of Sedro-Woolley, a Washington municipal corporation

2. Patty Stormont

Grantee(s):

1. Patty Stormont

2. City of Sedro-Woolley, a Washington municipal corporation

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

Current Legal Description : 350424-3-028-0100(P104505)

(0.3300 ac) LOT 1 S/P SW-4-93 REC AF#9401180112 BEING PTN OF SW1/4 SW1/4 SEC 24

ASSESSOR'S PARCEL/TAX I.D. NUMBER AND STREET ADDRESS:

**P104505
TAX ID 350424-3-028-0100
1021-1023 Borseth St**

AGREEMENT PROVIDING FOR VARIANCE DEFERRING CONNECTION TO THE SANITARY SEWER WHEN THE PROPERTY IS SERVED BY A WORKABLE SEPTIC SYSTEM.

1. Purpose. The Owner has made an application with the City of Sedro-Woolley to defer connection to the sanitary sewer until the sale of the property described below. The City has approved the application, and the variance is documented by this agreement, which shall be recorded with the Skagit County Auditor.

2. Parties. The parties to this agreement are:

Patty Stormont ("Owners"); and
City of Sedro-Woolley, a Washington Municipal Corporation ("City").

3. Property. This agreement concerns real property situated in Skagit County, Washington, legally described [] on the attached Exhibit A; or [x] as follows (insert legal description here):

Current Legal Description 350424-3-028-0100(P104505)

(0.3300 ac) LOT 1 S/P SW-4-93 REC AF#9401180112 BEING PTN OF SW1/4 SW1/4 SEC 24

4. Conditions Precedent.

a. This agreement concerns an existing residence required to the sanitary sewer by SWMC Title 13.

b. This property is served by a pre-existing, connected working septic system which has been installed pursuant to a valid Skagit County permit within six (6) years of the request to connect to sanitary sewer.

c. The Owner has provided the City with a certificate from the Skagit county Health Department, a certified septic system designer, or a licensed professional engineer, in such form as required by the superintendent, stating that the septic system was in place prior to availability of the sanitary sewer, and is presently in good working order at the time connection to the sanitary sewer would otherwise be required.

d. The Owner has provided evidence of ownership in the form of a current title report in which the City is the named assured.

5. Variance Agreement. The Owner may defer connection of the existing residence on the above-described property to the sanitary sewer until the occurrence of any one of the following events:

a. until failure of the septic system as determined by the superintendent of the Skagit County Health Department; or

b. until sale or conveyance of the property for valuable consideration; or

c. until a change in use of the property to a non-residential use; or

d. until connection to a sanitary sewer is required pursuant to Title 17 of the Sedro-Woolley Municipal Code or state law as part of a land use action taken at the request of the owner(s); or

e. until construction of a new residence on the property which would otherwise be connected to the sanitary sewer.

Upon the occurrence of any one of the events set forth above, this variance shall terminate, and connection to a sanitary sewer shall be required pursuant to this Title 13, applicable state law, or other regulation or agreement.

The variance shall not be transferable to a successor owner(s). The variance agreement shall contain the legal description of the property, shall be signed by all owner(s), and shall be recorded with the Skagit County Auditor.

6. Administration. In any dispute regarding this agreement great deference shall be given to the expertise of the City sewer superintendent, who shall have authority to administer and interpret this agreement.

7. Other Obligations of Owner(s). This variance shall not relieve the owner(s) of any obligation arising from any LID, ULID, or special assessments, obligations and liens pursuant to the payment of bonds or other municipal indebtedness. However, the owner(s) or successors in interest shall pay at time of connection to a sanitary sewer:

a. any connection fees established pursuant to RCW 35.92.025 or amendments thereto, in effect at time of connection; and

b. latecomers fees pursuant to RCW 35.91 or amendments thereto, in effect at time of connection; and

c. all other fees, charges, liens or costs, in effect at time of connection.

8. Enforcement. The rights and obligations of the parties hereto shall constitute a covenant running with the land, and shall bind the heirs, devisees and successors of the parties. This agreement may be enforced in law or equity. Any court case arising from this agreement shall be filed in the Superior Court of Washington for Skagit County.

