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12/03/2020 11:59 AM Pages: 1 of 10 Fees: \$112.50
Skagit County Auditor

RETURN DOCUMENT TO:

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DOCUMENT TITLE(S):

Agreement

**AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S)
BEING ASSIGNED OR RELEASED:**

Additional reference numbers can be found on page _____ of document.

GRANTOR(S)

City of Anacortes

Additional grantor(s) can be found on page _____ of document.

GRANTEE(S):

TS Anacortes Enterprises LLC

Additional grantee(s) can be found on page _____ of document.

ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)

SW SE 3-34-2

Additional legal(s) can be found on page _____ of document.

ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER:

P 19776

Additional numbers can be found on page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

CITY OF ANACORTES PRE-ANNEXATION AGREEMENT

FOR 9748 Padilla Heights Road (address)

This Annexation Agreement is made and entered into on this 13th day of October, 2020 by and between the City of Anacortes, hereinafter known as "City", and T.S. Anacortes Enterprises, L.L.C. hereinafter known as "Property Owner".

RECITALS

WHEREAS, the City has independently initiated a review of the Property Owner's commercial/industrial development (hereinafter referred to as "Development"), which is located in the City's Urban Growth Area and within Skagit County, and more particularly described in detail in EXHIBIT 'A', which by this reference is incorporated herein; and briefly as follows:

the W. 10 acres of the E. 21 acres of the S.W. 1/4 of the S.E. 1/4 of Section 33 Township 34 N., Range 2 E., W.M.

Skagit County Assessor's Parcel No. 19776

WHEREAS, the review of the Development is conducted pursuant to the "Interlocal Agreement between Skagit County and the City of Anacortes on Adoption and Implementation of the City of Anacortes Urban Growth Area, February, 2003" (hereinafter referred to as "Interlocal Agreement"); and

WHEREAS, Section 4 of the Interlocal Agreement states that "Skagit County and the City agree that it is desirable to annex properties prior to securing development approvals", but annexation is not possible at this point in time; and

WHEREAS, the Development was submitted to Skagit County for approval on March 18, 2020; and

WHEREAS, the City was asked to comment on the Development on April 7, 2020; and

WHEREAS, the City agrees that it is not acting arbitrarily in regards to the terms and conditions of this Annexation Agreement and that other projects and proposals requiring SEPA review shall be treated and reviewed similarly; and

WHEREAS, the City has reviewed the Development and supports approval of the Development subject to, and in accordance with, the following terms and conditions of this Annexation Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Consent to Annexation.** The Property Owner hereby consents to the annexation of all the Property into the City of Anacortes, and the simultaneous adoption of land use regulations, and the assumption of a fair portion of the City of Anacortes's existing indebtedness, and agrees to sign, whenever requested, any letter, petition or other document necessary to effectuate such annexation.
2. **Waiver of Protest.** The Property Owner hereby covenants and agrees not to protest or challenge by referendum or any other method, any annexation of the Property to the City of Anacortes.
3. **Improvements.** All improvements shall be completed in accordance with all applicable standards, specifications, and requirements as determined by the City Public Works Director.
4. **Permits Prior to Annexation.** Until such time as the property is annexed to the City, the Property Owner shall obtain permits from Skagit County through all required processes. Property Owner shall notify the City of any permit application or activity and cooperate fully with the City to meet the conditions in this Agreement.
5. **City Review.** The Property Owner shall allow engineering review and on-site development review by the City upon 24 hours as reasonably requested by the City.
6. **Sewer Service.**
 - a. The City shall not be obligated to extend sewer pipelines or other urban services to serve this urban growth area property prior to annexation.

- b. Property Owner may not install an onsite septic system.
- c. As a condition to issuance of any building permit, Property Owner must pay all applicable general facility charges for sanitary sewer service. Upon receipt of general facility charges but prior to annexation and City extension of sanitary sewer lines to serve the Development, Property Owner must transport, at their expense, septage generated on the Development to the Anacortes Waste Water Treatment Plant in accordance with Section 13.04.160 of the Anacortes Municipal Code, and shall pay all applicable monthly sewage fees.
7. **Connection Required.** Property Owner shall be required to connect the Development to the City's public sewer system upon annexation and determination by the City's Public Works Director that the City's sanitary sewer line extension to the Development is complete and available for connection.
8. **Notices.**
- a. All notices under this Agreement to the Property Owner shall be sent to the mailing address shown on the County Assessor's rolls for the Development.
- b. All notices under this Agreement to the City shall be sent to the following address:
- City of Anacortes
Planning, Community and Economic Development
P.O. Box 547
Anacortes, Washington 98221
9. **Covenant Running With the Land.** This Agreement shall be binding on the City and the Property Owner and their respective successors, grantees and assignees. This Agreement shall constitute a covenant running with the Property, and shall be recorded with the Skagit County Auditor.
10. **Enforcement and Attorneys Fees.** This Agreement may be specifically enforced in equity in addition to any other remedy provided by law.
11. **Governing Law and Venue.** Any action for claims arising out of or relating to this Agreement shall be governed by the

laws of the State of Washington. Venue shall be in Skagit
County Superior Court.

DATED this 13th day of October 2020.

PROPERTY OWNER - SIGNATURES

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:

IN WITNESS WHEREOF, Owner(s) have executed this Agreement as
set forth below.

DATE: 13th Oct. 2020

PRINTED NAME OF OWNER(S)

Steve P. Demopoulos TS&E, LLC

SIGNATURE OF OWNER(S)

SP Demopoulos TS&E, LLC

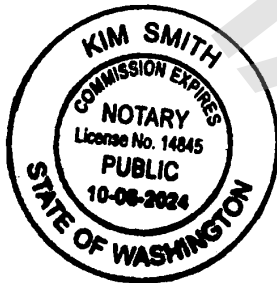
ACKNOWLEDGMENT

STATE OF WASHINGTON)
 COUNTY OF SKAGIT.....)
 ss.

On this 13 day of October 20 20 before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, Personally appeared Steve P * to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of October, 20 20.

Demopoulos
 * Demopoulos



Kim M. Smith
 Notary Public in and for the State of Washington
 Residing at MOUNT VERNON

My commission expires:

10-6-2024.

CITY OF ANACORTES:

By:



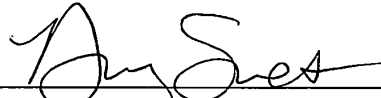
Laurie Gere, Mayor

ATTEST:



Steve Hoglund, City
Clerk

APPROVED AS TO FORM:



Darcy Swetnam, City Attorney

ACKNOWLEDGMENT

STATE OF WASHINGTON.)
COUNTY OF SKAGIT.....)
ss.

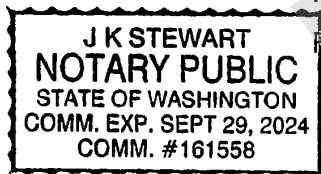
On this 28th day of October 2020 before me, THE
UNDERSIGNED Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared Laurie Gere, to me known to
be the Mayor of the corporation that executed the within and foregoing
instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation for the uses and purposes therein mentioned,
and on oath stated that he/she/they is/are authorized to execute said
instrument.

Given under my hand and official seal this 28th day of October,
2020.

J K Stewart

Notary Public in and for the State of Washington

Residing at Skagit County WA



My commission expires:

9-29-24

EXHIBIT A

Legal Descriptions:

EXHIBIT A

TPN: 340203-4-014-0001 (P19776)

The west 10 acres of the East 21 acres of the following tract of land:

The Southwest 1/4 of the Southeast 1/4 of Section 3, Township 34 North, Range 2 East, W.M., except the North 7 rods, ALSO EXCEPT any portion lying within the boundaries of existing road and rights of way.

Situate in the County of Skagit, State of Washington.