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Kathy Hill, Skagit County Auditor
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RETURN TO:

Patrick M. Hayden
Attorney at Law
P. O. Box 454
Sedro-Woolley, WA 98284

ORIGINAL

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

Settlement Agreement

REFERENCE NUMBER(S) OF OTHER RELATED DOCUMENTS:

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

1. **Town of Concrete, a municipal corporation**
2. **Theodoratus, George**
3. **Theodoratus, Lois M.**

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

1. **Town of Concrete, a municipal corporation**
2. **Theodoratus, George**
3. **Theodoratus, Lois M.**

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

A portion of the Southwest ¼ of the Northeast ¼ of Section 9, Township 35 North, Range 8 East, W. M.

Situated in the County of Skagit, State of Washington.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 350809-0-022-0006/ P 43553
[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE [] OF DOCUMENT

SETTLEMENT AGREEMENT

WHEREAS, the Town of Concrete maintains and operates a municipal water system both within and without the corporate limits of the Town of Concrete; and

WHEREAS, the water system, which was conveyed to the Town by Lonestar, includes many connection lines which are not constructed to municipal standards, are not in the public right-of-way, and are not owned by the municipality; and

WHEREAS, George Theodoratus owns real property outside the corporate limits of the Town of Concrete which is served by a water connection of uncertain location, condition, sanitation, and ownership, and for which no water bill has been paid to the Town since it assumed operation of the water line; and

WHEREAS, George Theodoratus desires to commence receiving water service on this line, and a dispute has arisen between the Town and Mr. Theodoratus over whether Mr. Theodoratus can be required to install a new water line to Town and Department of Health standards in public right-of-way as a precondition to water service; and

WHEREAS, the parties desire to settle said dispute by agreement and compromise as set forth herein, now therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. Parties.

The parties to this Agreement are:

- a. Town of Concrete, a Washington municipal corporation (hereinafter "Town").
- b. George Theodoratus and Lois M. Theodoratus, husband and wife (hereafter "Owner").

2. Real Property.

This Agreement concerns real property legally described as follows:

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 35 North, Range 8 East W. M., described as follows:

Beginning at a point which is 75 feet North and 164 feet West of the Northwest corner of Lot 5 in Block 1 of Hamstrom's Addition to Grassmere, as per plat recorded in Volume 3 of Plats, page 82, records of Skagit County; thence South to a point 135 feet North of the Great Northern Railway Company right of way, said point being the Northeast corner of that certain tract conveyed to Elmer E. Gustafson, Jr., et ux by deed dated March 16, 1954, recorded March 21, 1954, in Volume 261 of Deeds, page 451, under Auditor's File No. 499428; thence West along the North line of said Gustafson tract to the East line of a tract conveyed to William Cupples et ux by deed dated February 17, 1933, recorded February 18, 1933, in Volume 162 of Deeds, page 233 under Auditor's File No. 254809; thence North along the East line of said Cupples tract to a point West of the point of beginning; thence East to the point of beginning; Situated in Skagit County, Washington.



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located at 724 Carlson Road, Skagit County, Concrete, Washington, currently owned by George Theodoratus and Lois M. Theodoratus, husband and wife.

3. Water Service.

A. The Town of Concrete shall provide water service for one (1) water connection on the above-described real property, under the applicable rules and regulations governing water service as now existing or as hereafter amended. The Town shall not charge the Owner a facility connection for this single service. However, the Owner shall pay for the cost of installing a meter and valve at the property line, and shall commence paying the monthly water bill upon installation of the meter and valve.

B. The connection shall be limited to either:

(a) one single-family residence on one lot; or

(b) one commercial structure, provided, said use does not exceed one (1) Equivalent Residential Unit (ERU) of use.

If used for a single family residence, it may be extended to serve a home occupation business associated with the residence (not exceeding one restroom), located on the same lot, provided that the business is not open to the public, is not owned or operated by anyone other than the residential occupant(s), and the use for the home occupancy business does not exceed a volume consistent with "incidental use".

C. The Owner shall not expand the water service beyond the used allowed herein, until the property is served by a standard water main (8 inches diameter or larger), which meets Town and Department of Health standards, located in the public right-of-way, and additional connection and facility impact fees are paid as provided by law.

D. This agreement shall not exempt the Owner from complying with all applicable laws, regulations, and ordinances, including land use and zoning ordinances, applicable to the above-described real property. The Owner shall not subdivide the above-described property until the conditions of Section 3(C) are satisfied.

4. Water Line.

The parties acknowledge that the water line serving the above-described property may be private line, may not have a valid easement, and may not meet current Town and Department of Health standards. Nothing in this Agreement shall obligate the Town of Concrete to repair, replace, or service this line if it fails. If the water line fails, the Town may shut off the line until said repairs or replacements are completed, as the Town determines to be appropriate for health, safety and welfare.

5. Waiver.

A. *ULID / LID*. The Owner hereby waives all rights to protest against future Local Improvements District (LID) or Utility Local Improvement district (ULID) proceedings for the construction of municipal water improvements and facilities. For purposes of this Agreement, "right of protest" shall mean only those formal rights to protest contained within the LID or ULID statutes, except however, nothing herein shall constitute a waiver of Owner or the Owner's heirs, assigns or successors in interest of the right to object to the Owner's individual assessment amount or to appeal to the Superior Court the decisions of the Council affirming the final assessment roll, which rights are specifically preserved. For purposes of compliance with RCW 35.43.182, the effective term of the waiver shall be a period of ten years from the date hereof.



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B. **ANNEXATION.** The Owner hereby waives all rights to protest against annexation into the corporate limits of Town of Concrete, should the real property described herein become eligible for annexation. The Owner hereby appoints the City Engineer as irrevocable attorney in fact for himself and his successors in interest, to sign a petition for annexation, to consent to annexation of the above-described real property into the Town of Concrete.

6. Release.

A. Owner hereby releases the Town, its agents, employees and officers, of any claim or cause of action related to or arising from the Town's grant or refusal to grant Owner water service to the above-described real property.

B. The Owner hereby releases the Town, its agents, employees, and officers, from any claim or cause of action arising from or related to the private waterline serving the above-described real property, whether arising from injury or damage to person or property, provided that such injury or damage is not caused by the sole negligence of the Town.

C. The Town and Owner agree to enter sufficient pleadings in Theodoratus v. Town of Concrete, Skagit County Superior Court Cause No. 97-2-2-00490-2, to dismiss the case with prejudice, each party to bear their own costs and attorney fees.

7. Authority of Owner.

The Owner hereby declares that they are the sole owner(s) of the property described herein and have full power to commit said property to this Agreement.

8. Binding on Successors.

This Agreement constitutes a covenant running with the land and shall be binding on all heirs, assigns, transferees, and successors in interests of the parties hereto.

9. Recording.

This Agreement shall be recorded with the Skagit County Auditor.

Dated April 24, 2000, 1999.

George J. Theodoratus
George Theodoratus

Lois M Theodoratus
Lois Theodoratus

TOWN OF CONCRETE

David H. Williams
Mayor

Attest:

Mickey Zifkovich
City Clerk - Acting

Approved as to Form:

[Signature]
City Attorney



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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Dave Williams and Mickey Zitkovich, to me known to be the Mayor and Acting Clerk of the Town of Concrete, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 24 day of April, 2000.

Patrick M. Hayden

Notary Public in and for the State of
Washington, residing at Sedro Woolley
My Commission Expires: 10-1-00
Print Name: Patrick M. Hayden

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me George Theodoratus and Lois W. Theodoratus, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this 24th day of April, 2000.

Walter D. Ross III

Notary Public in and for the State of
Washington, residing at Concrete
My Commission Expires: 03-09-04
Print Name: Walter D. Ross III



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