



200105110082

, Skagit County Auditor

5/11/2001 Page 1 of 5 10:45:47AM

After Recording Please Return to:

Skagit County Sewer District No. 2
17079 State Route 9
Mount Vernon, Washington 98274-9366
(360) 422-8373

Document Title(s): Pay-Back Agreement

Reference Number of Related Document: N/A

Grantor(s): (Print Last name, First Name and Initials

1. Bailey, Donna C.
2. _____
3. _____

Additional Grantors on Page _____ **of Document:** N/A

Grantee(s): Skagit County Sewer District No. 2

Additional Grantees on Page _____ **of Document:** N/A

Abbreviated Legal Description: Lots 17 and 18 of Block 20 and Lots 10 and 11 of Block 19, Plat of the Town of Montborne, Section 6, Township 33 North, Range 5 East, W.M.

Additional legal description is in Exhibit B to document.

Assessor's Tax/Parcel Number(s): P74612 and P74604

PAY-BACK AGREEMENT

This agreement made and entered into this 10th day of May, 2001, by and between Skagit County Sewer District No. 2, a municipal corporation of the State of Washington, located in Skagit County, Washington, and Grandview Inc.

WITNESSETH

WHEREAS: the aforementioned parties entered into developer extension agreement on the 25th day of April, 2000; and

WHEREAS: Donna C. Bailey (owner) owns the following described real estate situated in Skagit County, Washington, more particularly described as follows:

TRACT A ON THE ATTACHED EXHIBIT B; and

WHEREAS, Donna C. Bailey constructed 184 feet of sewer system and appurtenances more particularly described as follows:

SEE ATTACHED EXHIBIT A; and

WHEREAS, the cost of construction and installation of the aforementioned sewer system extension to owner was \$20,315.35; and,

WHEREAS, said owner has conveyed by Conveyance of Sewer Facility the aforementioned sewer system to Skagit County Sewer District No. 2; and

WHEREAS, the parties wish to execute an agreement and record said agreement regarding the fair pro rata share to be paid by the owners of property which connect to the aforementioned line in the future,

NOW, THEREFORE, it is hereby agreed as follows:

1. That the parties hereto agree that this agreement is made and entered into pursuant to the Municipal Water and Sewer Facility Act, R.C.W. 35.91.010 et seq., and to further agree to be bound by and adhere to the provisions of said Act as exist at the time of the signing of this agreement.
2. That said owner has constructed and installed the 184 feet of sewer main and appurtenances hereinafter described (as portrayed on EXHIBIT C attached hereto).
3. That a copy of the Conveyance of Sewer Facility granting said sewer system to Skagit County Sewer District No. 2, duly executed by said owner is attached hereto and made a part thereof by reference.
4. The aforementioned sewer system has been accepted by the Skagit County Sewer District No. 2, which will supply said owner with service at the rate established by the District for the class of service applicable hereto.
5. It is hereby agreed that for a period of ten (10) years from the date of this agreement, upon the request of any of the owners of the hereinbelow described properties to connect to the aforementioned sewer system, then the District will collect the connection charge on behalf of the Developer of the Project, Donna C. Bailey, her transferees, successors or assigns in accordance with this agreement, the fair pro-rated share of the cost of the construction of said sewer system by the owners of said properties requesting to connect to said line.



6. The parcels of property falling within the provisions of this agreement are located in Skagit County, Washington, and are more particularly described as follows:

TRACT A, See Attached Exhibit B
Pro-Rata Share for Tract A:

\$10,157.68 Paid

TRACT B, See Attached Exhibit B
Pro-Rata Share for Tract B;

\$10,157.68

7. It is agreed that all reimbursement payments shall be collected by the District and paid over to said Developer of Project, Donna C. Bailey, her transferees, heirs, successors or assigns in accordance with the Municipal Water and Sewer Facilities Act, RCW 35.91.010 et seq., and that in the event of the duty of the District to make said reimbursement collection and payment as herein provided shall terminate ten (10) years from the date of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this day and year first above written.

By: Donna C. Bailey
DONNA C. BAILEY

SKAGIT COUNTY SEWER DISTRICT NO. 2
SKAGIT COUNTY, WASHINGTON

By: Mattias Ebeling
President and Commissioner

By: Eugene H. Johnson
Commissioner

By: Robert S. Johnson
Commissioner



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**EXHIBIT A
FOR PAYBACK AGREEMENT
SKAGIT COUNTY SEWER DISTRICT NO. 2
BAILEY SEWER DEVELOPER EXTENSION DE# 00-02
ON-FROM-TO**

8" Diameter Pipe

<u>APPROX. LENGTH</u>	<u>ON</u>	<u>FROM</u>	<u>TO</u>
184 feet	Right-of-Way	A point on the District's existing sewer main in the right-of-way approximately 213 feet ± north and 248 feet ± east of the intersection of Lee Road and State Route 9 in the NW corner of Section 6, Township 33 North, Range 5 East, W.M. (This point is MH 991-4).	A point 184 feet ± northeasterly in the right-of-way approximately 340 feet ± north and 383 feet ± east of said intersection. (This point is MH 002-1).



**EXHIBIT B
FOR PAYBACK AGREEMENT
SKAGIT COUNTY SEWER DISTRICT NO. 2
BAILEY SEWER DEVELOPER EXTENSION DE# 00-02**

TRACT A

Lots 17 and 18, Block 20, "PLAT OF THE TOWN OF MONTBORNE", as per plat recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

TRACT B

Lots 10 and 11, located in Block 19, Town of Montborne, as per recorded plat, records of Skagit County, Washington, Section 6, Township 33 North, Range 5 East, W.M.

