

RETURN DOCUMENT TO:

Samish Water District
2195 Nulle Road
Bellingham, WA 98229



200605020041
Skagit County Auditor

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SEWER SERVICE AGREEMENT

THIS AGREEMENT made by and between **SAMISH WATER DISTRICT**, party of the first part hereafter referred to as the "District", and Terris Powell and Leann R. Lucas, 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 **ONE** 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:

Exhibit "A" Attached

7-36-4

18780 Colony Road, P49024

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, under this Agreement the District's obligation are contingent upon the Owner entering into an Owner's Extension Agreement as outlined in Section 15 of this agreement. 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.



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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.

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 **ONE living unit equivalent (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.

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. 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.

11. The Owner agrees to pay to the District in cash only an agreement preparation charge in the sum of \$100.00. The Owner also agrees to pay any engineering charges exceeding \$50.00, 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 **Eight Thousand Two Hundred Forty Six Dollars and Forty Eight Cents (\$8,246.48)** 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, the Owner agrees to commence paying a monthly charge equal to the monthly rate for sewer service for like users of the District's system for all living units authorized for sewer service by this Agreement, which are unconnected ninety (90) days from the date of this Agreement.

15. In the event the Owner's property described herein is not located adjacent to an existing sewer main owned by the District, 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 "B" 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.



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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 the District's obligation under this Agreement are no greater than its rights under the foregoing Agreement with Burlington.

DATED this 13th day of April, 2006.

OWNER(S)

SAMISH WATER DISTRICT
WHATCOM COUNTY,
WASHINGTON

BY: T. Powell
Terris Powell, Owner

BY: _____
President and Commissioner

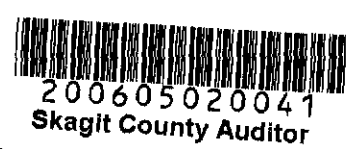
BY: Leann R. Lucas
Leann R. Lucas, Owner

BY: [Signature]
Commissioner



ATTEST:

BY: [Signature]
Secretary and Commissioner

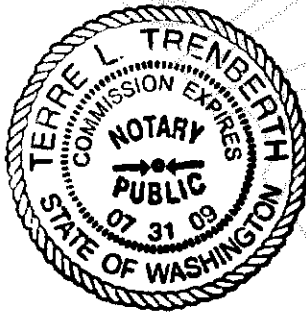


STATE OF WASHINGTON)

SS.

COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 3rd day of April 2006, personally appeared before me Terris Powell and Leann R. Lucas, Owner, to me known to be the individuals 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.



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

My commission expires 7-31-09



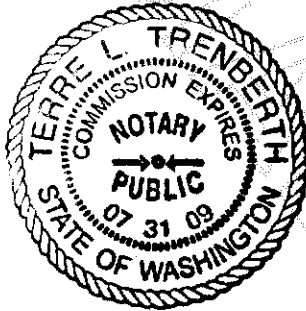
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STATE OF WASHINGTON)

) SS.

COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 13th day of April 2006 personally appeared before me Michael F. 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.



A handwritten signature in cursive script that reads "Terre L. Trenberth".

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

My Commission Expires 7-31-09



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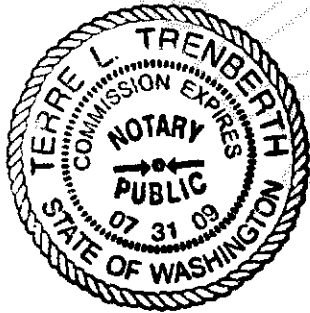
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STATE OF WASHINGTON)
) SS.
COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 13th day of April 2006 personally appeared before me Herbert A. Barker, 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 L. Trenberth
Notary Public in and for the State of Washington, residing at Bellingham.

My Commission Expires 7-31-09



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Exhibit "A"

To: Samish Water District
2195 Nulle Road
Bellingham, WA 98229-9329
Phone: (360)-734-5664
Fax: (360)-715-1626
e-mail: wc wd12@aol.com

From: Skagit Planning & Permit Center
200 West Washington Street
Mount Vernon, WA 98273

Re: Application for Sewer Service/Sewer Availability
Pursuant to Interlocal Cooperative Agreement

Date: October 25, 2005

Applicant: Terris Powell

Site Address: 18780 Colony Road

Property Legal Description: Parcel No. F49024, ACREAGE ACCOUNT, ACRES 1.30, THAT PORTION OF THE SE 1/4 LYING BETWEEN SOUTHERLY RIGHT OF WAY LINE ALGER LAKE SAMISH ROAD AND NORTHERLY RIGHT OF WAY LINE VACATED PORTION FORMER ALGER LAKE SAMISH ROAD, ALSO TOGETHER WITH THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. LYING EASTERLY OF COLONY ROAD NO. 325, AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED OCTOBER 7, 1964, UNDER AUDITOR'S FILE NO. 656837 AND LYING NORTHLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT AN INTERSECTION OF THE SOUTH LINE OF THE OLD LAKE SAMISH ROAD NO. 277 (NOW VACATED) AND THE SOUTH OF THE NEW LAKE SAMISH ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO LOREN G VAUGHN BY DEED RECORDED OCTOBER 24, 1980, UNDER AUDITOR'S FILE NO. 8010240044; THENCE NORTH 88 DEGREES 17' WEST, ALONG THE SOUTH LINE OF SAID VAUGHN TRACT, TO AN ANGLE IN SAID ROAD RIGHT-OF-WAY AND SAID SOUTH LINE OF SAID VAUGHN TRACT, AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE CONTINUING NORTH 88 DEGREES 17' WEST TO AN INTERSECTION WITH SAID EASTERLY LINE OF COLONY ROAD, AND THE TERMINUS OF THIS LINE DESCRIPTION.

Assessor's Account No.: 360407-0-018-0106

Project Description: Install private grinder pump station and connect to sewer force main located on the south side of Lake Samish Road

Zoning Designation: Rural Reserve - RRV

Attachment: Exhibit "A", Interlocal Cooperative Agreement, Potential Service Area

Staff Recommendation: Approve

Stipulations/Comments: _____

Departmental Approval
 Denial

Date: 11/8/05
[Signature]
Director

Skagit County Board of
Commissioners' Concurrence

Date: 11/15/05
[Signature]
County Commissioners

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Exhibit "A"

Parcel No. P49024, ACREAGE ACCOUNT, ACRES 1.30, THAT PORTION OF THE SE $\frac{1}{4}$ LYING BETWEEN SOUTHERLY RIGHT OF WAY LINE ALGER LAKE SAMISH ROAD AND NORTHERLY RIGHT OF WAY LINE VACATED PORTION FORMER ALGER LAKE SAMISH ROAD. ALSO TOGETHER WITH THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF COLONY ROAD NO. 325, AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED OCTOBER 7, 1964, UNDER AUDITOR'S FILE NO. 656837 AND LYING NORTHLY OF THE FOLLOWING DECRIBED LINE: BEGINNING AT AN INTERSECTION OF THE SOUTH LINE OF THE OLD LAKE SAMISH ROAD NO. 277 (NOW VACATED) AND THE SOUTH OF THE NEW LAKE SAMISH ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO LOREN G VAUGHN BY DEED RECORDED OCTOBER 24, 1980, UNDER AUDITOR'S FILE NO. 8010240044; THENCE NORTH 88 DEGREES 17' WEST, ALONG THE SOUTH LINE OF SAID VAUGHN TRACT, TO AN ANGLE IN SAID ROAD RIGHT-OF-WAY AND SAID SOUTH LINE OF SAID VAUGHN TRACT, AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE CONTINUING NORTH 88 DEGREES 17' WEST TO AN INTERSECTION WITH SAID EASTERLY LINE OF COLONY ROAD, AND THE TERMINUS OF THIS LINE DESCRIPTION.



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