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## WATER QUALITY IMPROVEMENT AGREEMENT

Skagit County, a political subdivision of the State of Washington, herein after referred to as "County", and **Gerald J. Senn and Barbara J. Senn**, herein referred to as "Landowner", hereby enter into this Water Quality Improvement Agreement ("Agreement"), as provided herein. Landowner and County may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties." The terms of this Agreement are further provided as follows:

- 1. Property Ownership.** Landowner represents and warrants that the Landowner is/are the legal owner(s) of the property commonly described as Skagit County Assessor Parcel Number: **P106466**, as more particularly described in Exhibit "A", attached hereto and incorporated by reference (the "Landowner's Property") **Lt. 1 SP 93-076**
- 2. Change in Ownership.** Landowner agrees to request of any person(s) to whom the Landowner's Property is transferred by sale, lease or other means to sign a statement to maintain the water quality improvements described in Section 4., for their remaining design life as a condition of ownership or control. Landowner agrees to notify the County in writing of any change in ownership or control of the Landowner's Property within thirty days of such a change. Written notification shall include: 1) The name of the new landowner, 2) Whether or not the subsequent landowner agrees to continue the water quality improvements, and, 3) If they agree to continue the water quality improvements, a copy of the aforementioned statement to maintain and continue the water quality improvements for their remaining design life. The parties agree that the design life of the water quality improvements shall be a period of ten (10) years, and this Agreement shall expire by its own terms ten (10) years from the date of mutual execution (unless specified to the contrary herein).
- 3. Identification of Water Quality Problem.** The County is working with multiple federal, state, and local jurisdictions and organizations to improve water quality in the waters of Skagit County pursuant to the federal Clean Water Act, and has obtained grant-funding from the Washington State Department of Health for the water quality improvements described in Section 4. The County has determined that activities and/or conditions on the Landowner's Property may be adversely impacting the quality of waters of Skagit County. Furthermore, the County, the Skagit Conservation District and/or the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) are recommending the implementation of best management practices improvements that will reduce the potential adverse impact of the activities on the Landowner's Property that are intended to result in a benefit to the general public by improving the quality of the waters of Skagit County. These best management practices constitute the water quality improvements to be implemented under this Agreement.
- 4. Water Quality Improvements.** In consideration of the terms of this Agreement, Landowner agrees to implement (or to allow to be implemented) the water quality improvements described in Exhibit "B" (attached hereto and incorporated by reference) in accordance with the NRCS specifications for the respective improvements (also known as "practices") and the requirements described in the guidance document, "Agricultural Best Management Practice Funds: National Estuary Program" prepared by the Washington State Departments of Health and Ecology.

4.1 The Landowner agrees that the water quality improvements described in Exhibit "B", when completed, will not now or in the future result in damages to the Landowner's Property, and that the County is not liable for any impacts to Landowner's Property resulting from the water quality improvements described in Exhibit "B". The County assumes no liability for any alleged damage to Landowner's Property resulting from this Agreement, or from any source other than as may be expressly set forth herein. The terms of this Section 4.1 shall survive any termination or expiration of this Agreement.

5. **Payment.** Payment (if any) to the Landowner for the water quality improvements implemented under this Agreement shall be as set forth in Exhibit "C" (attached hereto and incorporated by reference). Payment to the Landowner for the water quality improvements is contingent upon receipt of sufficient grant funding by the County for such purposes. When Exhibit "C" requires payments by the County, payment shall be based upon billings, supported by adequate documentation of water quality improvements actually implemented and actual costs incurred, including the dates improvements were implemented and the total dollar payment requested. Landowner agrees that the County shall not make any payment to Landowner pursuant to this Agreement for implementation of water quality improvements until County, or its authorized agent, provides Landowner with written verification that the improvements have been installed in accordance with NRCS standards (to the satisfaction of the County) and the guidance document, "Agricultural Best Management Practice Funds: National Estuary Program" prepared by the Washington State Departments of Health and Ecology. No compensation for water quality improvements to the Landowner shall be made until Landowner provides to the County invoices, receipts, and/or other supporting documentation that the County may request and require (to the satisfaction of the County) showing that the vendor/contractor utilized by Landowner for the water quality improvements have been paid in full. Landowner understands that any payments under this Agreement shall only be made directly to Landowner (and not to any vendor/contractor hired by Landowner, or to any other third party). Landowner is solely responsible for paying all vendors/contractors hired by Landowner for the water quality improvements, and the County has no contractual relationship, duty, or obligation to any such vendor/contractor hired by Landowner, and the parties agree that County shall not be responsible or liable for the selection or hiring of any vendor/contractor for the water quality improvements in any way. Unless specifically stated in Exhibit "C", the County will not reimburse the Landowner for any costs or expenses incurred by the Landowner in performance of this Agreement. Where required, the County shall, upon receipt of appropriate documentation (to the satisfaction of the County), compensate the Landowner through the County voucher system, for the Landowner's improvements pursuant to the fee schedule set forth in Exhibit "C". Unless expressly provided herein, the County is not otherwise obligated to make any payment(s), or to perform any other service or duty.
6. **Refund for Removal or Failure to Maintain Improvements.** If applicable, Landowner agrees to refund all or part of payment(s) for water quality improvements paid to Landowner under this Agreement as prorated by County, in addition to any other remedies available at law or in equity, if, before the expiration of each or any water quality improvement design life, the Agreement is terminated because of any of the following: 1) Landowner fails to expend funds under this Agreement in accordance with federal, state, and local laws and/or the provisions of this Agreement, 2) Landowner destroys the approved water quality improvement, sells or leases water quality improvement equipment, 3) Landowner relinquishes management of or title to Landowner's Property on which the approved water quality improvement has been established and the new owner and/or operator of the Landowner's Property does not agree in writing to properly maintain the improvement for the remainder of its design life, or 4) Landowner changes land use from livestock management to residential, commercial, or industrial development during the 10-year agreement period. Landowner understands that the County may request a refund for a period not to exceed six (6) years following Agreement termination or expiration, and that refund to the County is due within thirty (30) days of written demand. Landowner also understands that in the event the County institutes legal proceedings to recover payments made, that the County is entitled to its costs related thereto, including attorneys' fees and costs.



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7. **Project Permitting.** Unless specified to the contrary herein, Landowner agrees to ensure that all applicable local, state, and federal permits and approvals from all applicable jurisdictions and authorities are obtained and complied with for Landowner's installation of the water quality improvements described in Exhibit "B". Landowner understands that compensation for water quality improvements will not occur until evidence of obtained (and compliance with) permits is provided to the satisfaction of the County.
8. **Project Preservation.** Landowner agrees to maintain water quality improvements for their respective design life as determined by the County or NRSC standards and specifications. The design life of all water quality improvements shall be ten (10) years unless otherwise agreed herein. If the planting of native vegetation is included in the water quality improvements described in Exhibit "B", Landowner agrees to maintain native vegetation to 80% survival for a minimum of three (3) years. Maintenance shall include watering, weeding, and other strategies which are necessary to improve survival.
9. **Reporting Requirements.** Landowner agrees, for the design life of each water quality improvement described at Section 4, if specified, to provide the County on or before September 1<sup>st</sup> of each year for the term of this Agreement, annual proof of performance documentation as required by the County.
10. **Right-of-Entry.** Landowner agrees to allow, with one (1) week notice (or with such other notice as may be otherwise mutually agreed in writing by and between the Parties), and during daytime hours, Monday through Saturday (unless otherwise arranged between the Parties), to enter upon the Landowner's Property, for the duration of the design life of the water quality improvements described in Exhibit "B", for purpose of inspecting said water quality improvements to verify the continued use and condition of the water quality improvements.
11. **Governing Law; Venue.** This Agreement shall be construed under the laws of the State of Washington. It is agreed by the Parties that the venue for any legal action brought under or relating to the terms of this Agreement shall be in Skagit County, State of Washington.
12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and incorporates and supersedes all prior negotiations or agreements. This Agreement may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or by oral or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the Parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.



LANDOWNER:

Gerald J. Senn  
Signature  
Gerald J. Senn

Date: 12/17/13

LANDOWNER:

Barbara J. Senn  
Signature

Barbara J. Senn

Date:

Parcel Number(s): P106466

Mailing Address: 22421 SIRIF Rd.  
Sedro-woolley, WA. 98284

Telephone No.: (360) 856-1223

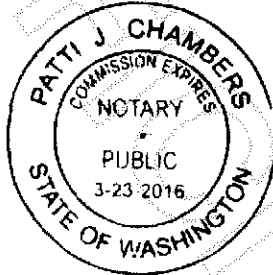


STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me Gerald Senn & Barbara Senn to me known to be the individual(s) described in and who executed the within and 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 17<sup>TH</sup> day of December, 2013.



Patti J. Chambers

Notary Public in and for the State of Washington  
Residing at MOUNT VERNON

My Commission Expires 3/23/2016



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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1 of Skagit County Short Plat No. 93-076, as approved December 8, 1993, and recorded December 15, 1993, in Volume 11 of Short Plats, Page 31, under Auditor's File No. 9312150013, and amended by Correction of Survey, recorded May 13, 1994, under Auditor's File No. 9405130009, records of Skagit County, Washington, being a portion of the South 1/2 of Government Lot 4, of Section 1, Township 35 North, Range 4 East, W.M.



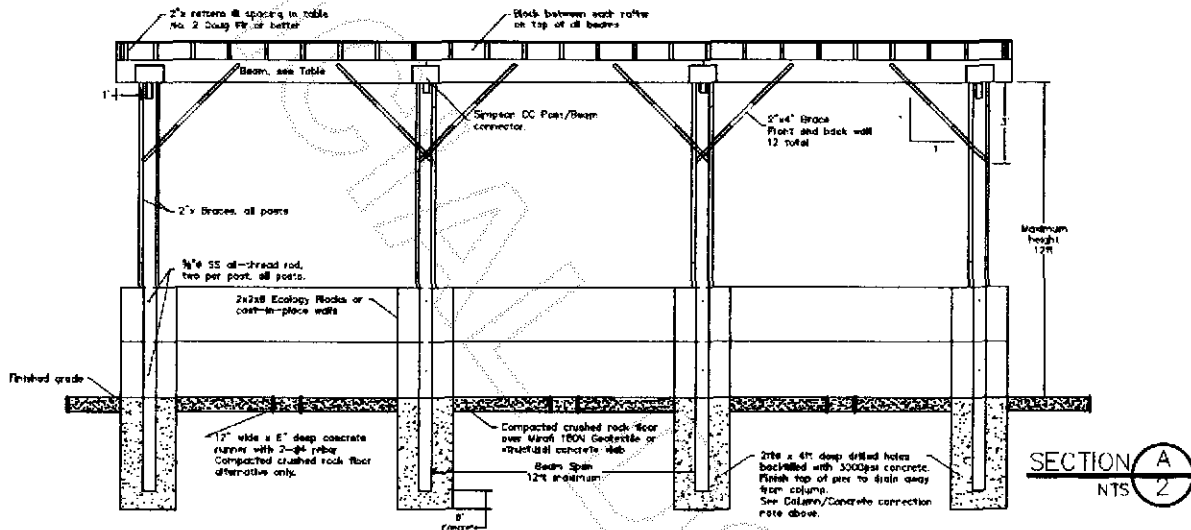
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EXHIBIT "B"

WATER QUALITY IMPROVEMENTS

Water quality improvements on the Landowner's Property will include the construction of a three-stall manure storage structure with a concrete bad, metal roof, and concrete poured walls, as further depicted below (the "project").

The County shall be responsible for obtaining any necessary permit(s) for the project. The County (or the County's contractor[s]) will construct the project at the Landowner's Property pursuant to the terms of this Agreement.





**EXHIBIT "C"**  
**COMPENSATION**

**ESTIMATED TOTAL PROJECT COST: \$12,500.00**

Skagit County's National Estuary Program (NEP) grant and the Natural Resource Stewardship Program will fund this project.

No payment will be provided to Landowner pursuant to the terms of this Agreement, and Landowner is not required to contribute to the total project cost.



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