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

**AGREEMENT REGARDING ACCESSORY STRUCTURE FOR ADULT CARE
FACILITY AND SCHOOL IMPACT FEES FOR PLANNED FACULTIES**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

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

1. Prather, Neal E. and Bess-Prather, Mary E., husband and wife
- 2.

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

1. City of Sedro-Woolley
2. Sedro-Woolley School District No. 101

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

Ptn of N ½ of N ½ of SE ¼ of NE ¼ of Section 13, Twp 35 N, R 4 E W.M., Skagit County, Washington

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 350413-1-002-0006 (P36405)

COPY

AGREEMENT REGARDING ACCESSORY STRUCTURE FOR ADULT CARE FACILITY
AND SCHOOL IMPACT FEES FOR PLANNED FACILITIES

1. Parties. The parties to this agreement are:
 - a. Neal E. Prather and Mary E. Bess-Prather, husband and wife.
 - b. The City of Sedro-Woolley, a Washington Municipal Corporation.
2. Real Property. This agreement concerns real property owned by Neal E. Prather and Mary E. Bess-Prather, situated in Sedro-Woolley, Skagit County, Washington, legally described as follows.

The North ½ of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 13, Township 35 N., Range 4 E., Except the South 130 feet thereof, Except road and Except the North 180 feet of the East 360 feet of that portion thereof lying west up Hwy 9, formerly 1-A.


Tax Parcel No. 350413-1-002-0006 (P36405)

3. Mobile Home. City of Sedro-Woolley Municipal Code; Section 17.08.010 permits only one (1) single family residence per lot on the above described real property and a variance from this requirement is not allowed. However, the single residence on the premises is being used as an adult care facility, which is a permitted use in this property. The Prathers may place a mobile home or manufactured home on the property for their personal use, as an accessory structure to the adult care facility. The Prathers shall remove the mobile home or manufactured home within 90 days of the termination of the use of the residence as an adult care facility, or alternatively, shall subdivide their property and/or take whatever action is required to bring their property into compliance with the zoning and land use codes then in effect.
5. School Facilities Impact Fee. The impact fee assessed under SWMC Ch. 15.64 shall be waived, so long as the (a) mobile home shall only be used as an accessory structure to the adult care facility, and so long as (b) no children under 18 years of age reside in the mobile home. If the mobile home is not removed within 90 days of the termination of the use of the residence as an adult care facility, or if children under 18 years of age reside in the mobile home, then the school impact fee in effect at the time shall be paid to the Sedro-Woolley School District No. 101.
6. No Waiver. This agreement does not waive the rights of the City to enforce any ordinance, law, or regulation applicable to the property described above. This agreement may be specifically enforced.

7. Binding Agreement. This agreement shall be binding on the heirs, devisees, assigns and successors in interest to Prathers, and shall be a covenant running with the land.

Dated October 19, 2005


Neal E. Prather


Mary E. Bess-Prather


CITY OF SEDRO-WOOLLEY

By


City Planner

SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

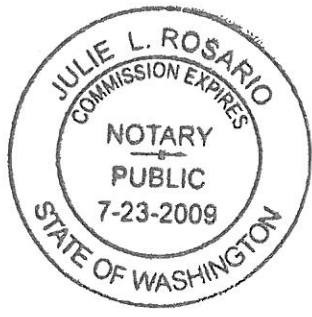
By


Authorized Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Allen Rozema, to me known to be the City Planner described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, of the City of Sedro-Woolley for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of October, 2005.

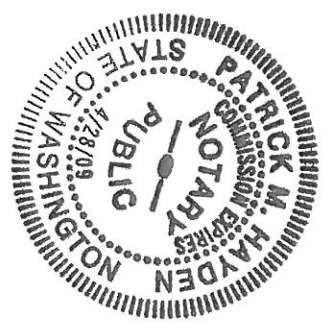


Julie Rosario
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 7-23-2009
Print Name: Julie Rosario

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Mark Venn, to me known to be the Authorized Agent described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, of the Sedro-Woolley School District No. 101 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of Oct, 2005.



Patrick M. Hayden
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 4-28-09
Print Name: Patrick M. Hayden

