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PIERCE COUNTY, WASHINGTON

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CITY OF GIG HARBOR

Return Address:

City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. STEP SYSTEM MANAGEMENT AGREEMENT BETWEEN THE CITY OF GIG HARBOR
2. AND CANTERWOOD STEP ASSOCIATION

Grantor(s) (Last name first, then first name and initials):

1. CITY OF GIG HARBOR
2. ☐ Additional Names on Page ___ of Document.

Grantee(s) (Last name first, then first name and initials):

1. CANTERWOOD STEP ASSOCIATION
2. ☐ Additional Names on Page ___ of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

Lot 76 CANTERWOOD DIV 2

Legal Description is on Page 8 of Document.

Reference Number(s) (Of documents assigned or released):

☐ Additional Reference numbers of Page ___ of Document.

Assessor's Property Tax Parcel/Account Number

R282742-076-0	R282744-032-1	300002-007-0	400012-006-0	400021-008-0	400021-015-0
R282744-010-0	R282744-032-3	300002-008-0	400012-007-0	400021-009-0	400021-016-0
R282744-011-0	R282744-032-4	400012-001-0	300001-005-0	400021-010-0	400021-019-0
R282744-012-0	R282744-009-4	400012-003-0	400021-003-0	400021-011-0	400021-021-0
R282744-031-0	300002-002-0	400012-004-0	400021-005-0	400021-013-0	400021-023-0
R282744-033-0	300002-006-0	400012-005-0	400021-006-0	400021-014-0	400021-028-0
400021-031-0	400021-032-0	400021-037-0	400021-038-0	400021-040-0	400036-001-0
400036-003-0	400036-004-0	400036-005-0	400036-006-0	400036-008-0	

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided herein.

**STEP SYSTEM MANAGEMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND CANTERWOOD STEP ASSOCIATION**

THIS AGREEMENT, made this ^{13th}~~24th~~ day of ^{November}~~September~~, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Canterwood STEP Association (hereinafter the "Owners").

RECITALS

WHEREAS, the City owns and operates a sewer system within and adjacent to its limits; and

WHEREAS, the Owners own property located outside the city limits of the City of Gig Harbor, but such property is within the City's Urban Growth Area; and

WHEREAS, the Owners' property is legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Owners have constructed a STEP System for the handling of sanitary sewer waste, which is connected to the City's sewer system by extensions more particularly described on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, the parties have agreed to enter into this Agreement describing the terms and conditions of operation and maintenance of the STEP System and the City's provision of sewer service to the Owners;

NOW, THEREFORE, in consideration of the City's agreement to allow the Owners to connect to the City's sewer system with the STEP System, and the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

TERMS

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owners warrant that they own the property described in Exhibit A, and that they are authorized to enter into this Agreement.

C. The City hereby authorizes the Owners to connect to the City's sewer system in the location designated by the City's Public Works Director, which shall be generally located at Baker Way and Canterwood Blvd.

D. The Owners have constructed the STEP System at their own cost, and such System shall remain in the Owners' ownership. The Owners shall be responsible for operation, repair and maintenance of the STEP System and any support facilities to and including off-gassing and bioxide injection equipment and corrosion protection and the point of connection to the City's sewer system at Canterwood Blvd. At no time shall the City have any responsibility for the Owners' STEP System, support facilities or any other facilities constructed by the Owners.

E. The Owners agree that they will comply with the following:

1. The Owners shall comply with all applicable laws, ordinances and/or other regulations applicable to this project as the same are adopted by any agency with jurisdiction;

2. The Owners agree to allow the City access to any and all sewer collection, STEP System facilities or extensions for purposes of inspection;

3. The Owners shall furnish as-built plans and drawings to the City of the STEP System;

F. The Owners agree that the City shall not be responsible for costs or damages due to the Owner's need to provide alternative arrangements for sewage detention, treatment, and disposal in the event that such alternative arrangements are necessary during repair, maintenance or operation of the Owners' STEP System, or as a result of a disruption of the City's sewage system and/or facilities which precludes or prevents discharge into the City's sewage system.

G. It is understood by and between the parties that the City will allow the Owners to connect to the City's sewer system only if the Owners meet the acceptable parameters for domestic sanitary sewage of pH 6 to pH 9, install off-gassing and bioxide injection equipment and corrosion protection at the point of discharge to the City's system. This Agreement does not address the Owner's (or any subsequent homeowner's) purchase of capacity in or hook-up to the City's sewer system. Discharges from the Owner's STEP system into the City's sewer system shall not exceed the capacity purchased from the City in separate agreements with the City. Any additional discharge into the City's system without the City's prior written consent is strictly prohibited. If any additions are made without the City's prior written consent, the City may take the actions described in Sections H and I herein.

H. In the event that either party is unable to perform any of its obligations under this Agreement because of a natural disaster, actions or decrees of governmental agencies or other unforeseen failure not the fault of the affected party (hereinafter the "Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything

possible to resume performance. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose performance has not been so affected, may, by giving fifteen (15) days' written notice, terminate this Agreement as provided herein.

I. Pursuant to RCW 35.67.310, if the terms of this Agreement are not kept or performed, or the payments are not made as required, the City may disconnect the sewer and for that purpose may at any time enter upon the property described in Exhibit A.

In the event the Owners fail to comply with any term or condition of this Agreement, the City may take the action described above, and in addition, may exercise any other remedy available to the City under applicable law, including specific enforcement.

J. The parties intend that this Agreement have indefinite duration. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Owner.

K. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor
3105 Judson Street
Attn: Public Works Dir.
Gig Harbor, WA 98335

(Owner)
Canterwood STEP Association
4026 Canterwood Dr. NW
Gig Harbor, 98332

L. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

M. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including reasonable attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

N. If a court of competent jurisdiction finds any section, phrase or portion of this Agreement to be unconstitutional or invalid, the validity of the remaining provisions shall not be affected.

O. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

P. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

OWNERS

By:

Frederick Albrecht

James J. Harrison
DIRECTOR

Robert M. [Signature]
DIRECTOR

ATTEST:

By:

Molly M. Derosier
City Clerk, *Gig Harbor*

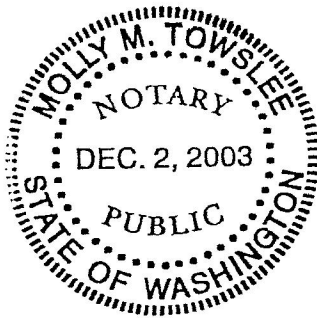
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen Wilhoit is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/13/01

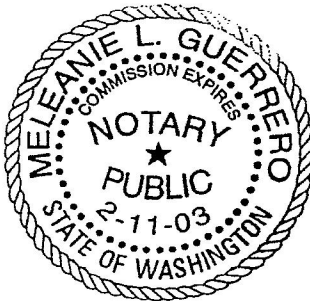


Molly M Towslee
NOTARY PUBLIC, State of Washington,
Print Name: Molly M. Towslee
Residing at: Gig Harbor
My Commission expires: 12/2/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Rodney Chapuzio is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the DIRECTOR of STEP Assoc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 6, 2001



Meleanie L Guerrero
NOTARY PUBLIC, State of Washington
Print Name: Meleanie L. Guerrero
Residing at: Gig Harbor, WA
My Commission expires: 2-11-03

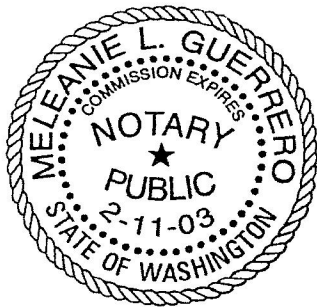
STATE OF WASHINGTON)

COUNTY OF PIERCE)

) ss.

I certify that I know or have satisfactory evidence that Robert Barr is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Director of STEP ASSOC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 6, 2001



Meleanie L. Guerrero

NOTARY PUBLIC, State of Washington

Print Name: Meleanie L. Guerrero

Residing at: Gig Harbor WA

My Commission expires: 2-11-03

EXHIBIT A			ACTIVE ACCOUNTS	
<u>Parcel</u>	<u>LOT</u>	<u>Div</u>	<u>OWNER</u>	<u>SITE ADDRESS</u>
282742-076-0	76	2	Baghdadi	5311 Canterwood Dr. NW
282744-010-0	10	4	Shineman	13309 Muir Dr. N.W.
282744-011-0	11	4	Eidal	13313 Muir Dr NW
282744-012-0	12	4	West	13317 Muir Dr NW
282744-031-0	31	4	Block	13320 Muir Dr. NW
282744-033-0	33	4	Kennedy	13304 Muir Dr. NW
282744-032-1	32-1	4	Jasper	13308 Muir Dr. N.W.
282744-032-3	32-3	4	Klock	13316 Muir Dr. N.W.
282744-032-4	32-4	4	Richmond	4414 133rd St Ct NW
282744-009-4	9-4	4	Konsmo	13301 Muir Dr NW
300002-002-0	2	5	Kemak	5401 W. Old Stump Dr. NW
300002-006-0	6	5	Yurg	5517 W Old Stump Dr NW
300002-007-0	7	5	Schmitz	5521 W Old Stump Dr NW
300002-008-0	8	5	Wagener/Eddy	5601 W Old Stump Dr NW
400012-001-0	1	6	LeMaster	13318 53rd Ave NW
400012-003-0	3	6	Gee	13205 53rd Ave NW
400012-004-0	4	6	Payne	13212 53rd Ave. NW
400012-005-0	5	6	Longmire	13220 53rd Ave. N.W.
400012-006-0	6	6	Tebb	13302 53rd Ave. NW
400012-007-0	7	6	Babin	13316 53rd. Ave NW
300001-005-0	5	7	Grubbs	5614 W. Old Stump Dr. NW
400021-003-0	3	8	McAdams	4310 N. Foxglove Dr. N.W.
400021-005-0	5	8	Hansell	4404 N. Foxglove Dr. NW
400021-006-0	6	8	Rush	4410 N Foxglove Dr NW
400021-008-0	8	8	Markewitz	4504 N. Foxglove Dr. N.W.
400021-009-0	9	8	Simpson	4506 N. Foxglove Dr. N.W.
400021-010-0	10	8	Courier	4510 N. Foxglove Dr. NW
400021-011-0	11	8	Wilson	4602 Foxglove Dr. NW
400021-013-0	13	8	Kim	4702 Foxglove Dr. NW
400021-014-0	14	8	Frame	4612 Foxglove Dr NW
400021-015-0	15	8	Kuehner	4706 N. Foxglove Dr. NW
400021-016-0	16	8	Simpson	4704 N Foxglove Dr NW
400021-019-0	19	8	Grant	13512 47th Ave Ct NW
400021-021-0	21	8	Mueller	4802 N Foxglove Dr NW
400021-023-0	23	8	Bennett	4810 N Foxglove Dr NW
400021-028-0	28	8	Schellberg	5006 N Foxglove Dr NW
400021-031-0	31	8	Hoppe	5104 N Foxglove Dr NW
400021-032-0	32	8	Rush	5110 N Foxglove Dr NW
400021-037-0	37	8	Nicholson	4505 N Foxglove Dr NW
400021-038-0	38	8	Redd	4501 N Foxglove Dr. N.W.
400021-040-0	40	8	Rodgers	4317 N. Foxglove Dr. N.W.
400036-001-0	1	9	Daily	4202 127th St. Ct. N.W.
400036-003-0	3	9	Bedford	4212 127th St. Ct. N.W.
400036-004-0	4	9	Robinson-Duff	4215 127th St. Ct. N.W.
400036-005-0	5	9	Carlson	4211 127th St. Ct. N.W.
400036-006-0	6	9	Lane	4205 127th St. Ct. NW
400036-008-0	8	9	Vallely	12706 Tanager Dr. NW 8