

**City of Blaine  
Request for Council Action  
Meeting Date: June 12, 2023**

**Subject:** Refund of Water General Facility Fees to builders in the East Maple Ridge Development

**Department:** Public Works

**Prepared By:** \_\_\_\_\_  
(Digital Signature)

**Agenda Location:**     Consent Agenda     Council Action     Unfinished Business

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**Action Needed:** City Council to authorize City Manager to execute a refund of the Water General Facility Fees to the Developers working within East Maple Ridge in the amount of \$203,994.07.

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**Attachments:**

1. Water and Sewer Easement and Termination of Deed of Perpetual Easement
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**Background/Summary:** It was discovered that in 2010 Easement documents were completed for a water main to be installed into the East maple ridge area. In those documents it States that all water General Facility Fees would be waved for those who develop lots in the zone.

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**Budget Implications:**     Current Budget     New Budget Request     non-Budgetary

These Funds will be paid from the Water Department Reserves.

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**Recommendation:**

Staff recommends that City Council authorizes the City Manager to execute the refund of Water General Facility Fees in the amount of \$203,994.07.

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**Reviewed By:**

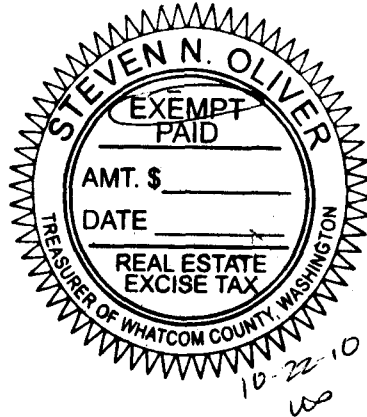
City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Clerk \_\_\_\_\_  
(Digital Signature) (Digital Signature) (Digital Signature)



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Page: 1 of 11  
10/22/2010 3:15 PM  
EASE REAS \$134.00  
Whatcom County, WA

Request of: BELCHER SWANSON ET AL



Filed for Record at Request of:

CHMELIK SITKIN & DAVIS P.S.  
1500 Railroad Avenue  
Bellingham, WA 98225  
(360) 671-1796

DOCUMENT TITLE(S):

**WATER AND SEWER EASEMENT AND TERMINATION OF DEED OF PERPETUAL EASEMENT**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

**AUDITOR FILE NO. 900809012**

GRANTOR(S) (Last name, First name and MI):

**CONNELLY, DOUGLAS AND CONNELLY, LOUISE**

GRANTEE(S) (Last name, First name, and MI):

**CITY OF BLAINE, WASHINGTON**

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

**Ptn. SE ¼ of Sec. 32, Twp. 41 N., R. 1 E. of W.M.**

Additional legal is on page 7 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

**410132 403162 0000, 410132 370100 0000, 410132 500194 0000, 410132 477076 0000,  
410132 540101 0000, 410132 400035 0000**

WATER AND SEWER EASEMENT AND  
TERMINATION OF DEED OF PERPETUAL EASEMENT - 1

**WATER, SEWER and OTHER UTILITY EASEMENT AND  
TERMINATION OF DEED OF PERPETUAL EASEMENT**

**THIS WATER AND SEWER EASEMENT AND TERMINATION OF DEED OF PERPETUAL EASEMENT** (the "Easement" or "Agreement") is made this 21<sup>st</sup> day of <sup>October</sup> ~~July~~, 2010, by and between DOUGLAS CONNELLY and LOUISE CONNELLY (hereinafter "Grantor") and the CITY OF BLAINE, a Washington municipal corporation (hereinafter "Grantee" or "City") (collectively Grantor and Grantee are referred to herein as the "Parties"). The Parties hereto terminate in its entirety the Deed of Perpetual Easement dated July 13, 1990 and recorded under Whatcom County Auditor File Number 900809012 (the "Original Easement").

**WHEREAS**, Grantor is the fee owner of a certain parcel of real property situated in Whatcom County, Washington, legally described in Exhibit "A" attached hereto (the "Grantor's Property");

**WHEREAS**, the Grantor has proposed the East Maple Ridge Planned Unit Development, City of Blaine Planned Unit Development Application Numbers PUD-1-05, LOP-2-05, MDR-1-05, and SEP-4-05 ("East Maple Ridge PUD") consisting of an 88.45 acre residential subdivision with 353 dwelling units, one neighborhood commercial tract, several private recreation areas, open space and storm water tracts, and one public park site, with the 353 dwelling units consisting of 225 detached single-family units (attached/paired and detached), and 128 multifamily units;

**WHEREAS**, the Parties executed an easement granting to the City a sixty (60) foot waterline easement burdening the property as described in the aforementioned Original Easement, and granted to the Grantor certain waivers and exceptions to fees related to water connection;

**WHEREAS**, the Grantee no longer requires a sixty (60) foot wide easement for a water line and the Grantor seeks to relieve its property from the burden of a sixty (60) foot wide water line easement recognizing that in order to have the East Maple Ridge PUD approved, and to be served by City sewer and water, separate sewer and water both inclusive of other utility easements each twenty five feet in width for construction, and fifteen (15) feet in width at locations approved by the City Public Works Director will be required to be granted by the Grantor prior to the approval of any final plats within the East Maple Ridge PUD;

**WHEREAS**, the Parties do wish to terminate in its entirety the Original Easement replacing it with this Easement granting a water and other utilities easement fifteen (15) feet in width (the "Water Easement") over, under and upon the property legally described in "Exhibit B" attached hereto and depicted in "Exhibit C" attached hereto (the "Water Easement Area"), and creating a sewer and other utilities easement thirty five (35) feet in width (the "Sewer Easement") over, under and upon the property legally described in Exhibit "D" attached hereto, and depicted in Exhibit "E" attached hereto (the "Sewer Easement Area"), with said Sewer Easement extending from the western boundary of Grantor's Property to the property's eastern boundary line in a location and length to be approved by the City Public Works Director within the East Maple Ridge PUD to be reduced to fifteen (15) feet in width after construction of the sewer line and facilities; and

**WHEREAS**, the Parties, for their mutual benefit, including the benefit to the Grantee of obtaining a water and other utilities easement and a sewer utilities easement, and the benefit to the Grantor of receiving: (1) a reduced area of the waterline easement presently burdening its property from sixty (60) feet to fifteen (15) feet, and (2) clarity as to the waiver from the assessment of the Front Footage Fee ("FFF") and the General Facility Fee ("GFF") for water for 353 dwelling units and for commercial development within Grantor's Property comprising the East Maple Ridge PUD as approved by the City, do wish to create the water and sewer easements herein, terminate the Original Easement, and grant the fee waivers provided for herein.

**NOW, THEREFORE**, the Parties do agree, grant, create, and convey as follows:

1. **Termination of Deed of Perpetual Easement**. The Deed of Perpetual Easement dated July 13, 1990 and recorded under Whatcom County Auditor File Number 900809012 (the "Original Easement") is terminated and is no longer of any force or effect.

2. **Waterline Easement**. Grantor does hereby grant and convey to Grantee a perpetual, non-exclusive easement over, under and across the Water Easement Area for Grantee and/or any other party approved by the Grantee to construct, operate, access, maintain, repair, and replace its utilities, including without limitation, water transmission and distribution mains, lines, vaults, appurtenances and systems and other facilities for other utilities such as gas, electric, cable, telephone, broadband whether provided by the City or a City Franchisee. Said Water Easement is located in the area described in Exhibit "B" attached hereto, and depicted in Exhibit "C" attached hereto.

3. **Sewer Easement**. Grantor does hereby grant and convey to Grantee a perpetual, non-exclusive easement over, under and across the Sewer Easement Area for the Grantee and/or any other party approved by the Grantee to construct, operate, access, maintain, repair, and replace public utilities, including without limitation, sewer transmission and collection mains, lines, vaults, stations, appurtenances and systems, and other facilities for other utilities such as gas, electric, cable, telephone, broadband whether provided by the City or a City Franchisee,. Said Sewer Easement is located in the area described in Exhibit "D" attached hereto, and depicted in Exhibit "E" attached hereto. Said sewer and other utility easement shall be reduced from thirty five (35) feet in width to fifteen (15) feet in width centered on the as-built sewer line upon the completion of construction of the sewer line connecting the western boundary of Grantor's Property to the property's eastern boundary line in a location and length to be approved by the City Public Works Director within the East Maple Ridge PUD.

4. **Waiver of General Facility Fee for Water and Front Footage Fee for Water**. The Grantee, as consideration for the granting of this Easement, does hereby agree to waive the Front Footage Fee ("FFF") for water services (BMC 13.07.020.B) and the General Facility Fee ("GFF") for water services (BMC 13.07.020.A) only for the 353 residential dwelling units and the approved commercial uses located within the East Maple Ridge PUD, and the other approved uses within the East Maple Ridge PUD. No waiver of any other fee or charge for water services or for any other utility service has been granted. This waiver may only be used and applied for properties located within the East Maple Ridge PUD, and may not be transferred or assigned to any other property. Notwithstanding the foregoing waiver limited to a waiver of the GFF and FFF for water services, developments within the East Maple Ridge PUD shall still be assessed all other fees, charges or assessments adopted by the City for water including, without

limitation, the Regional Capacity Charge for water (BMC 13.07.020.C), the water meter (BMC 13.07.020) and for the actual water service and other utility services.

5. **Alteration of Water and Sewer Easements Based upon As-Built Location.** The Parties hereto shall amend the Exhibits referenced Sections 2 and 3 above as necessary to reflect the actual as-built location of any sewer or water lines, mains or other facilities or other utilities so that the both the Water Easement Area and Sewer Easement Area are centered upon the actual as-built locations of the same, as approved by the City's Director of Public Works.

6. **Binding Effect.** This Easement, and all rights and covenants associated herewith, shall be perpetual in existence and shall be perpetual in duration and considered and construed as covenants running with the land as a burden on Grantor's Property, and shall be binding upon and inure and extend to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

7. **Amendments.** Except as otherwise set forth herein, this Easement may not be modified, amended or terminated except by the written agreement of all Parties.

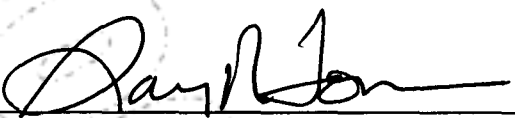
8. **Entire Agreement.** This Easement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes and replaces all written and oral agreements previously made or existing with respect to the subject matter hereof; provided, however, that those portions of the Original Easement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the first party has hereunto signed this Easement the day and year first above written.

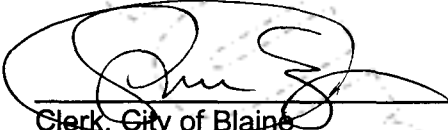
GRANTOR

GRANTEE

  
\_\_\_\_\_  
Douglas Connelly

  
\_\_\_\_\_  
City Manager, City of Blaine

  
\_\_\_\_\_  
Louise Connelly

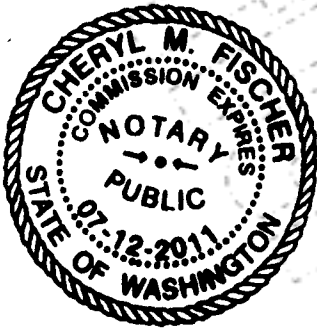
  
\_\_\_\_\_  
Clerk, City of Blaine

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this day personally appeared before me Gary Tomsic known to be the City Manager of the City of Blaine and on oath verified that he was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 21<sup>st</sup> day of October, 2010.



Cheryl M. Fischer  
Print Name: CHERYL M. FISCHER  
NOTARY PUBLIC in and for the  
State of Washington, residing at BLAINE  
My Notary Expires: 7-12-2011

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this day personally appeared before me Sheri Sanchez known to be the City Clerk of the City of Blaine and on oath verified that she was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 21<sup>st</sup> day of October, 2010.

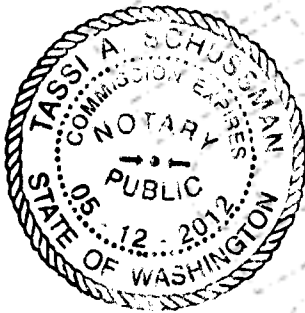


Cheryl M. Fischer  
Print Name: CHERYL M. FISCHER  
NOTARY PUBLIC in and for the  
State of Washington, residing at Blaine  
My Notary Expires: 7-12-2011

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this day personally appeared before me Douglas Connelly to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> <sup>October</sup> day of July, 2010.

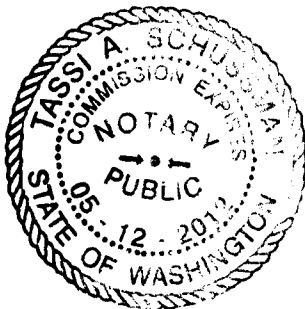


Tassi Schussman  
Print Name: Tassi Schussman  
NOTARY PUBLIC in and for the  
State of Washington, residing at Bellingham  
My Notary Expires: 5-12-2012

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this day personally appeared before me Louise Connelly to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> <sup>October</sup> day of July, 2010.



Tassi Schussman  
Print Name: Tassi Schussman  
NOTARY PUBLIC in and for the  
State of Washington, residing at Bellingham  
My Notary Expires: 5-12-2012

**EXHIBIT "A"**

**Legal Description of The Property**

BEGINNING AT THE SOUTH ONE QUARTER CORNER OF SECTION 32 TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN;

THENCE NORTH 00°15'44" EAST 661.59 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 88°28'19" EAST 1319.24 FEET; THENCE SOUTH 00°25'43" WEST 3.71 FEET; THENCE SOUTH 88°38'38" EAST 330.04 FEET; THENCE SOUTH 00°25'43" WEST 630.08 FEET; THENCE SOUTH 88°38'38" EAST 329.02 FEET; THENCE NORTH 00°33'06" EAST 632.20 FEET; THENCE SOUTH 88°36'23" EAST 639.55 FEET; THENCE NORTH 00°35'32" EAST 662.92 FEET; THENCE NORTH 88°34'09" WEST 397.46 FEET; THENCE NORTH 00°35'32" EAST 417.46 FEET; THENCE SOUTH 88°34'09" EAST 397.46 FEET; THENCE NORTH 00°35'32" EAST 368.15 FEET; THENCE NORTH 88°36'50" WEST 188.73 FEET; THENCE NORTH 00°35'32" EAST 208.73 FEET; THENCE NORTH 88°36'50" WEST 1115.26 FEET; THENCE SOUTH 00°25'42" WEST 331.12 FEET; THENCE NORTH 88°35'56" WEST 1122.99 FEET; THENCE SOUTH 00°15'44" WEST 800.16 FEET; THENCE NORTH 88°35'56" WEST 200.04 FEET; THENCE SOUTH 00°15'44" WEST 523.03 FEET TO THE POINT OF BEGINNING;

ALSO AND INCLUDING THE EAST 155.00 FEET OF THE WEST ONE HALF OF THE SE ONE QUARTER OF THE SW ONE QUARTER OF THE SE ONE QUARTER OF SAID SECTION 32.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.



**EXHIBIT "B"**

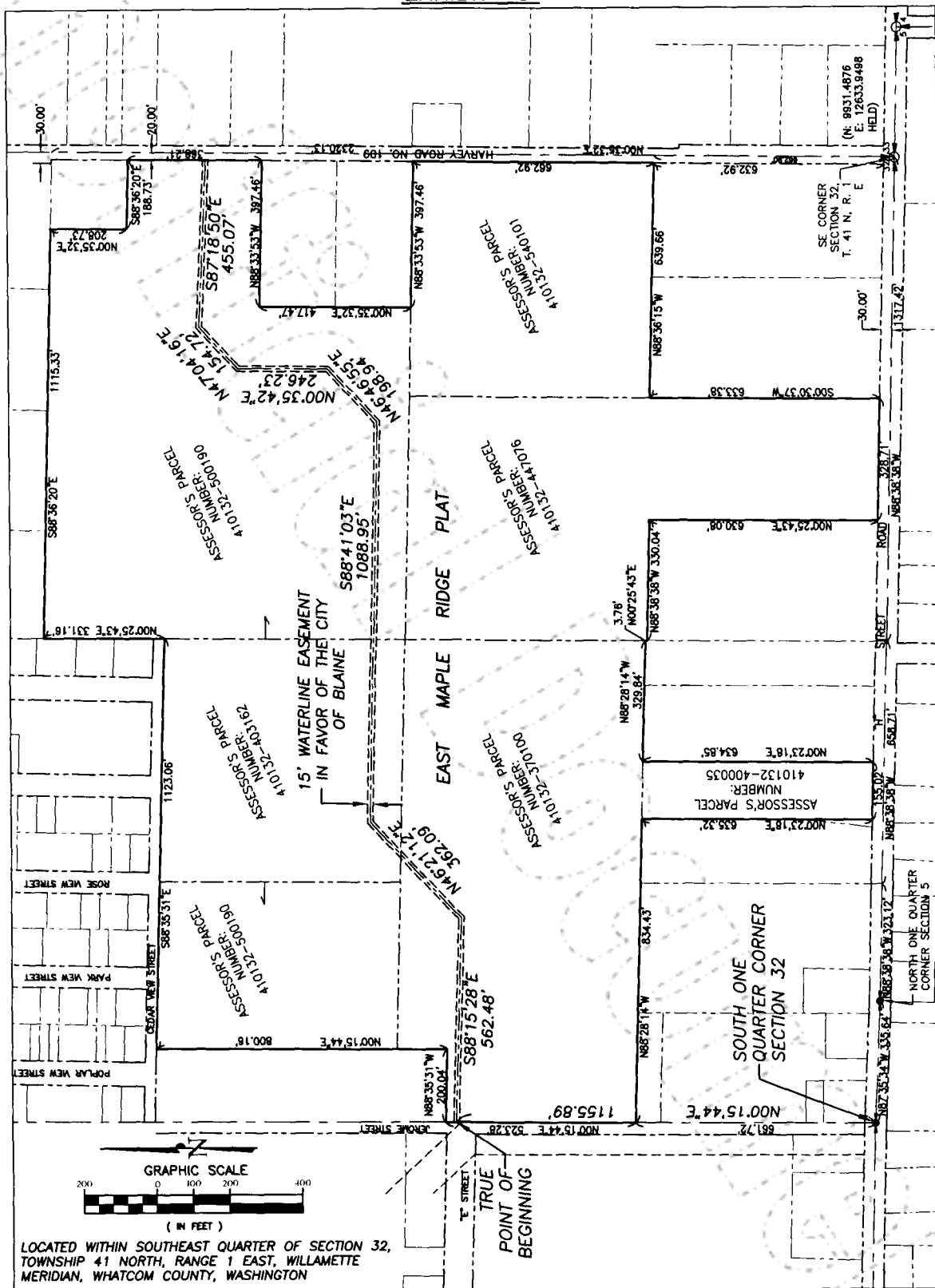
**Water Line Easement**

A FIFTEEN (15.00) FOOT WIDE STRIP OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN; SAID STRIP HAVING 7.5 FEET OF WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE QUARTER CORNER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN; THENCE ALONG SAID QUARTER SECTION LINE NORTH  $00^{\circ}15'44''$  EAST A DISTANCE OF 1155.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $88^{\circ}15'28''$  EAST A DISTANCE OF 562.48 FEET; THENCE NORTH  $46^{\circ}21'12''$  EAST A DISTANCE OF 362.09 FEET; THENCE SOUTH  $88^{\circ}41'03''$  EAST A DISTANCE OF 1088.95 FEET; THENCE NORTH  $46^{\circ}46'55''$  EAST A DISTANCE OF 198.94 FEET; THENCE NORTH  $00^{\circ}35'42''$  EAST A DISTANCE OF 246.23 FEET; THENCE NORTH  $47^{\circ}04'16''$  EAST A DISTANCE OF 154.72 FEET; THENCE SOUTH  $87^{\circ}18'50''$  EAST A DISTANCE OF 455.07 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HARVEY ROAD, THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.

EXHIBIT "C"



LOCATED WITHIN SOUTHEAST QUARTER OF SECTION 32,  
TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE  
MERIDIAN, WHATCOM COUNTY, WASHINGTON

**EXHIBIT "D"**

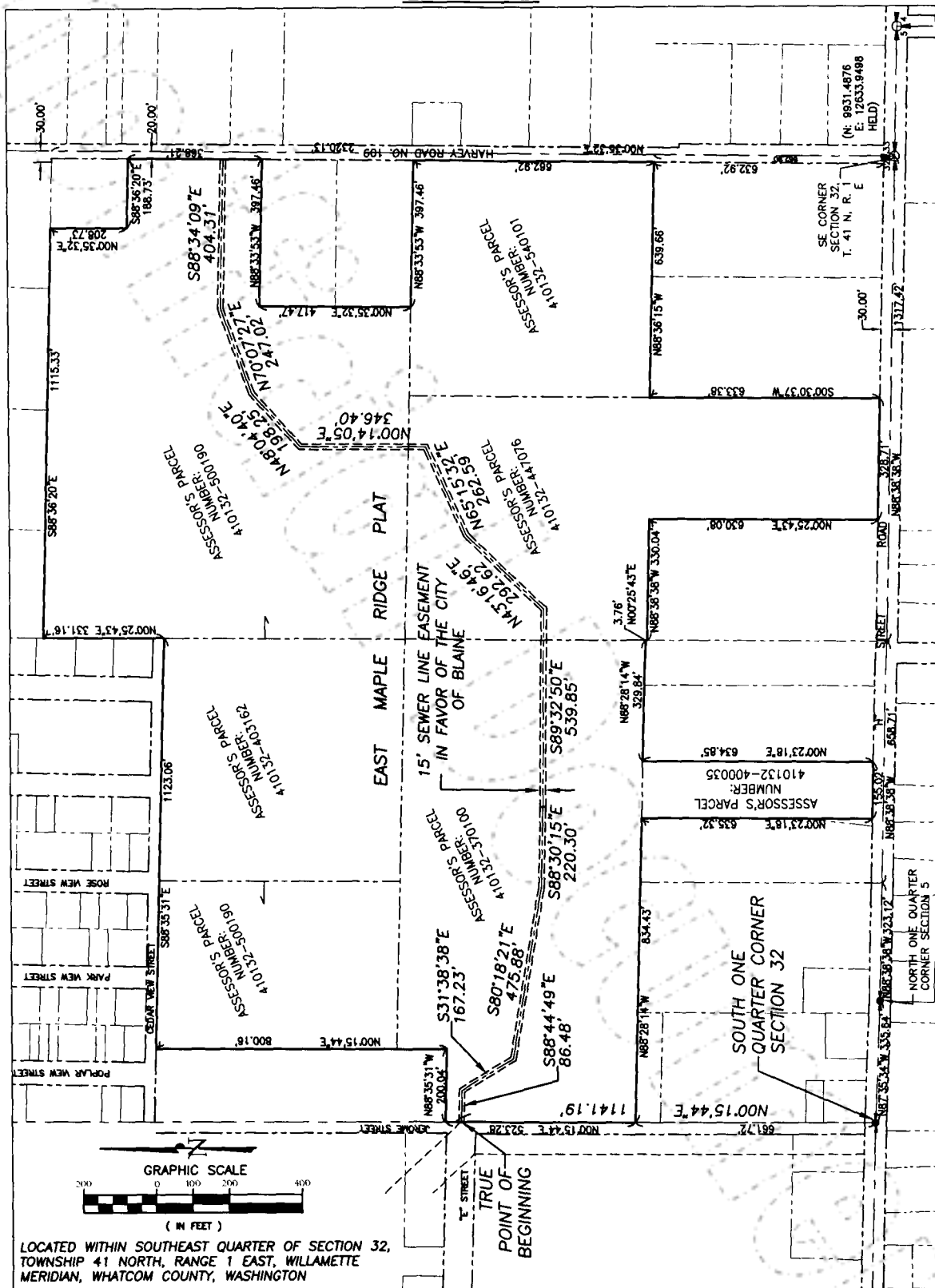
**Sewer Line Easement**

A FIFTEEN (15.00) FOOT WIDE STRIP OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN; SAID STRIP HAVING 7.5 FEET OF WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE QUARTER CORNER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN; THENCE ALONG SAID QUARTER SECTION LINE NORTH  $00^{\circ}15'44''$  EAST A DISTANCE OF 1141.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $88^{\circ}44'49''$  EAST A DISTANCE OF 86.48 FEET; THENCE SOUTH  $31^{\circ}38'38''$  EAST A DISTANCE OF 167.23 FEET; THENCE SOUTH  $80^{\circ}18'21''$  EAST A DISTANCE OF 475.88 FEET; THENCE SOUTH  $88^{\circ}30'15''$  EAST A DISTANCE OF 220.30 FEET; THENCE SOUTH  $89^{\circ}32'50''$  EAST A DISTANCE OF 539.85 FEET; THENCE NORTH  $43^{\circ}16'46''$  EAST A DISTANCE OF 292.62 FEET; THENCE NORTH  $65^{\circ}15'32''$  EAST A DISTANCE OF 262.59 FEET; THENCE NORTH  $00^{\circ}14'05''$  EAST A DISTANCE OF 346.40 FEET; THENCE NORTH  $48^{\circ}04'40''$  EAST A DISTANCE OF 198.25 FEET; THENCE NORTH  $70^{\circ}07'27''$  EAST A DISTANCE OF 247.02 FEET; THENCE SOUTH  $88^{\circ}34'09''$  EAST A DISTANCE OF 404.31 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HARVEY ROAD, THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON.

EXHIBIT "E"



LOCATED WITHIN SOUTHEAST QUARTER OF SECTION 32,  
TOWNSHIP 41 NORTH, RANGE 1 EAST, WILLAMETTE  
MERIDIAN, WHATCOM COUNTY, WASHINGTON

## GFF Rate

21-064	Lot 1	2785 Sandwood Lane	\$2,696.55
21-065	Lot 2	2773 Sandwood Lane	\$2,696.55
22-001	Lot 3	2765 Sandwood Lane	\$2,696.55
22-002	Lot 8	2697 Sandwood Lane	\$2,696.55
22-008	Lot 9	2683 Sandwood Lane	\$2,696.55
22-009	Lot 10	2671 Sandwood Lane	\$2,696.55
22-014	Lot 11	2649 Sandwood Lane	\$2,696.55
22-013	Lot 12	2643 Sandwood Lane	\$2,696.55
22-015	Lot 13	2640 Sandwood Lane	\$2,696.55
22-012	Lot 14	2652 Sandwood Lane	\$2,696.55
22-010	Lot 15	2668 Sandwood Lane	\$2,696.55
22-011	Lot 16	2680 Sandwood Lane	\$2,696.55
22-005	Lot 17	2692 Sandwood Lane	\$2,696.55
22-006	Lot 19	2732 Sandwood Lane	\$2,696.55
22-023	Lot 22	2768 Sandwood Lane	\$2,696.55
21-066	Lot 23	2776 Sandwood Lane	\$2,696.55
21-063	Lot 24	2788 Sandwood Lane	\$2,696.55
22-038	Lot 27	2830 Sandwood Lane	\$2,696.55
22-039	Lot 28	2838 Sandwood Lane	\$2,696.55
22-040	Lot 30	2862 Sandwood Lane	\$2,696.55
22-048	Lot 31	2874 Sandwood Lane	\$2,696.55
22-049	Lot 32	2888 Sandwood Lane	\$2,696.55
22-050	Lot 33	2900 Sandwood Lane	\$2,696.55
22-051	Lot 34	2912 Sandwood Lane	\$2,696.55
22-022	Lot 21	2754 Sandwood Lane	\$2,696.55
22-024	Lot 36	2807 Sandwood Lane	\$2,696.55
22-026	Lot 37	2817 Sandwood Lane	\$2,696.55
22-028	Lot 25	2810 Sandwood Lane	\$2,696.55
22-030	Lot 26	2822 Sandwood Lane	\$2,696.55
22-041	Lot 38	2825 Sandwood Lane	\$2,696.55
			<u>80,896.50</u>

22-118	MF-1	2796 Shore Pine Pl	\$9,168.28
22-119	MF-2	2792 Shore Pine Pl	\$9,168.28
22-120	MF-3	2812 Shore Pine Pl	\$9,168.28
22-121	MF-4	2834 Shore Pine Pl	\$9,168.27
22-129	MF-5	2820 Shore Pine Pl	\$9,168.27
22-122	MF-6	2848 Shore Pine Pl	\$9,168.27
22-123	MF-7	2864 Shore Pine Pl	\$9,168.27
22-124	MF-8	2858 Shore Pine Pl	\$9,168.27
22-125	MF-9	2876 Shore Pine Pl	\$9,168.27
22-033	MF-10	2912 Shore Pine Pl	\$9,168.28
22-034	MF-11	2900 Shore Pine Pl	\$9,168.28
22-032	MF-12	2924 Shore Pine Pl	\$11,460.35
22-031	Lot 47	2829 Shore Pine Pl	\$2,696.55
22-029	Lot 46	2819 Shore Pine Pl	\$2,696.55
22-025	Lot 44	510 Shore Pine Pl	\$2,696.55
22-027	Lot 45	518 Shore Pine Pl	\$2,696.55
			<u>\$123,097.57</u>

total \$203,994.07