

Town of Concrete Town Council Agenda

ADD-ON

08-13-2018

Museum Asset and Property Transfers

- Asset Transfer, Fuel Station: Pages 1-6
- Transfer Agreement, Hangar: Pages 7-12
- License to Use, Septic System Info: Pages 13-35

ASSET TRANSFER AGREEMENT

This Agreement is executed and entered into this ____ day of _____, 2018, by and between, NORTH CASCADES VINTAGE AIRCRAFT MUSEUM, a Washington non-profit corporation, ("NCVAM") and the TOWN OF CONCRETE, a Washington Municipal Corporation, ("Town").

RECITALS

A. NCVAM desires to transfer to the Town and the Town is willing to accept from NCVAM all of the equipment associated with the fuel station located on certain real property located at Mears Airport, Concrete Washington, owned by NCVAM, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **Agreement to Transfer.** NCVAM agrees to transfer to the Town, and the Town agrees to accept from NCVAM, on and subject to terms and conditions set forth in this Agreement, the fuel station equipment listed on the attached Exhibit A. (hereinafter referred to as "Property"):

2. **Lease Cancellation:** The lease dated March 18, 2014 between NCVAM as Tenant and Town of Concrete as Landlord for the premises described on the attached Exhibit B ("Lease") is cancelled on the closing date and the Town releases NCVAM from any further liability under the lease and shall refund NCVAM the prorated amount of the already paid annual lease payment.

3. **Consideration.** In consideration for the transfer the Town agrees to cancel the Lease as described in paragraph 2, take over or arrange for the transfer of all contracts associated with the operation of the fuel station and to indemnify and hold NCVAM harmless from any and all claims known and unknown, as of the date of the execution of this Agreement associated with the Property.

4. **NCVAM's Representations.** The NCVAM warrants and represents to the Town as follows:

4.1 **Authority:** NCVAM has the power and authority to enter into this Agreement and to transfer the Property to the Town free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, claims or exceptions, other than those provided for herein.

5. **Town Representations.** Town represents and warrants to NCVAM as follows:

5.1 The Town Council has approved this Transfer and the Mayor has the power and authority to enter into this Agreement.

5.2 The Town has had a full opportunity to inspect the Property and accepts the Property "as is".

6. The Closing. The closing of the transfer (the "Closing") shall be completed by exchange via personal delivery or electronic mail of executed versions of documents in portable document format (.pdf). Unless otherwise agreed by the Parties in writing, the Closing shall occur on the date on which the Parties satisfy all of the conditions precedent and deliver all of the deliverables as set forth under this Agreement (the "Closing Date"). Unless otherwise agreed by the Parties in writing, Closing shall be deemed effective as of 11:59 p.m. Pacific Time as of the Closing Date. The Parties do not contemplate a formal escrow. This Agreement shall become effective and binding on the date it is signed by all of the Parties.

6.1 Closing Costs: Any sales (use) tax shall be paid by the Town outside of closing.

6.2 Prorations: Lease refund, taxes and utilities shall be prorated as of the Closing Date and shall be handled outside of Closing.

6.3 Deliveries at Closing: NCVAM and the Town agree to have delivered to each other, in a timely manner, such documents as are necessary to consummate the transfer of the Property on the Closing Date. To the extent additional documents may be necessary to evidence the transaction, the parties agree to cooperate in the execution thereof.

7. Damage or Destruction. If prior to Closing the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Town, shall become null and void, unless Town elects to accept an assignment of insurance proceeds and take the Property in its then existing condition.

8. Miscellaneous.

8.1 Descriptive Headings. The descriptive headings in this Agreement are inserted for convenience only and reference to the Agreement and are not necessarily indicative of the content or substance of any section, paragraph, or sub-paragraph.

8.2 Time of Essence. Time is of the essence of this Agreement.

8.3 Attorney's Fees. If Town or NCVAM brings suit to enforce or declare the meaning of any provision of this Agreement, the prevailing party, in addition to any other relief, shall be entitled to recover reasonable attorney's fees and costs, including any on appeal.

8.4 Benefit. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto, their respective estates, heirs, successors, personal representatives, and assigns.

8.5 Construction and Venue. This Agreement will be interpreted in accordance with the laws of the State of Washington and venue shall be laid in the courts of Skagit County.

8.6 Entire Agreement. This document contains all of the agreements, conditions, and understandings among the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings between such parties and representative of such parties. There are no other representations or inducement being relied upon by the parties. The Property is transferred "as is" and Town acknowledges that it has relied solely upon its own inspection.

8.7 Definitions. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms and the singular forms of the nouns and pronouns shall include the plural and vice versa.

8.8 Further Assurances. The Town and NCVAM will execute and deliver such further instruments and do such further acts and things as may be reasonably necessary or convenient to carry out the intent and purpose of this Agreement.

9. Representations Survive Closing. NCVAM's and Town's representations, warranties, indemnities, and guarantees shall, where applicable, be deemed to be made again at, and as of, the Closing Date, and shall survive the closing of this transaction, the delivery of all required instruments hereunder, and any investigations made by NCVAM or the Town.

10. Counterparts. This Agreement may be executed in any number of counterparts required by the convenience of the parties, each of which shall be of equal force and effect and all of which taken together shall constitute one Agreement.

11. Electronic or Facsimile Transmission. Electronic or facsimile transmission of a signed original, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original. If requested, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

The parties hereto have executed this Agreement on the date and year first above written.

TOWN OF CONCRETE

NORTH CASCADES VINTAGE
AIRCRAFT MUSEUM

By: _____
Jason Miller, Mayor

By: _____
James R. Ladd, President

EXHIBIT "A"
Equipment List

EXHIBIT B
Legal Description

A parcel of land 100 feet by 100 feet located within Binding Site Plan No. C-1-88 as amended under Auditor File No. 200805160156.

Said Parcel to be located adjacent to the South and West side of the paved ramp located south of the entrance to Mears Field. The Northeast corner of said parcel shall start at the curve of the paved ramp (approximately 290 feet South of the fence line which runs East/West along Airport Way and 30 feet to the East and 70 feet to the West of the intersection of S 89°55'56" E and N 00°38'35" W) An emergency shutoff to be located approximately 30 feet West of the Northwest corner of said Parcel.

TRANSFER AGREEMENT

This Agreement is executed and entered into this ___ day of _____, 2018, by and between, NORTH CASCADES VINTAGE AIRCRAFT MUSEUM, a Washington non-profit corporation, ("NCVAM") and TOWN OF CONCRETE, a Washington Municipal Corporation, ("Town").

RECITALS

A. NCVAM desires to transfer to the Town and the Town is willing to accept from NCVAM an airplane hangar and whatever property is contained within such hangar located on Lot # 2 of Mears Airport, Concrete Washington, owned by NCVAM, subject to the terms and conditions of this Agreement.

B. As part of the transfer, the Town has agreed to sign an Irrevocable License to Use Septic System and Maintenance Agreement in favor of Lots 3, 18 and 19 of Mears Airport.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **Agreement to Transfer.** NCVAM agrees to transfer to the Town, and the Town agrees to accept from NCVAM, on and subject to terms and conditions set forth in this Agreement, the following (hereinafter referred to as "Property"):

1.1 **Hangar:** A 75x60 foot hangar located on the real property commonly known as 7879 S. Superior Ave. # 2 and legally described in the attached **Exhibit A**.

1.2 **Tangible Property:** Any personal property located on the Property after the closing date shall be and become the property of the Town.

2. **Lease Cancellation:** The lease dated August 3, 2010, between NCVAM as Tenant and Town of Concrete as Landlord for the premises located at 7879 S. Superior Ave. # 2 ("Lease") is cancelled on the closing date and the Town releases NCVAM from any further liability under the lease and shall refund NCVAM the prorated amount of the already paid annual lease payment.

3. **Consideration.** In consideration for the transfer the Town agrees to enter into an *Irrevocable License to Use Septic System and Maintenance Agreement* in favor of Lots 3 and 18 and 19 in the form attached as **Exhibit B**, which agreement shall be recorded with the Skagit County Auditor. The Town further agrees to cancel the Lease as described in paragraph 2 and to hold NCVAM harmless from any and all claims known and unknown, as of the date of the execution of this Agreement associated with the Property.

4. **NCVAM's Representations.** NCVAM warrants and represents to the Town as follows:

4.1 **Authority:** NCVAM has the power and authority to enter into this Agreement and to transfer the Property to the Town free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, claims or exceptions, other than those provided for herein.

5. **Town Representations.** Town represents and warrants to NCVAM as follows:

5.1 The Town Council has approved this Transfer and the Mayor has the power and authority to enter into this Agreement, including the *Irrevocable License to Use Septic System and Maintenance Agreement*.

5.2 The Town has had a full opportunity to inspect the Property and accepts the Property "as is".

6. **The Closing.** The closing of the transfer (the "Closing") shall be completed by exchange via personal delivery or electronic mail of executed versions of documents in portable document format (.pdf). Unless otherwise agreed by the Parties in writing, the Closing shall occur on the date on which the Parties satisfy all of the conditions precedent and deliver all of the deliverables as set forth under this Agreement (the "Closing Date"). Unless otherwise agreed by the Parties in writing, Closing shall be deemed effective as of 11:59 p.m. Pacific Time as of the Closing Date. The Parties do not contemplate a formal escrow. This Agreement shall become effective and binding on the date it is signed by all of the Parties.

6.1 **Closing Costs:** Any sales (use) tax shall be paid by the Town outside of closing.

6.2 **Prorations:** Lease payment, taxes and utilities shall be prorated as of the Closing Date and shall be handled outside of Closing.

6.3 **Deliveries at Closing:** NCVAM and the Town agree to have delivered to each other, in a timely manner, such documents as are necessary to consummate the transfer of the Property on the Closing Date. To the extent additional documents may be necessary to evidence the transaction, the parties agree to cooperate in the execution thereof.

7. **Damage or Destruction.** If prior to Closing the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Town, shall become null and void, unless Town elects to accept an assignment of insurance proceeds and take the Property in its then existing condition.

8. Miscellaneous.

8.1 Descriptive Headings. The descriptive headings in this Agreement are inserted for convenience only and reference to the Agreement and are not necessarily indicative of the content or substance of any section, paragraph, or sub-paragraph.

8.2 Time of Essence. Time is of the essence of this Agreement.

8.3 Attorney's Fees. If Town or NCVAM brings suit to enforce or declare the meaning of any provision of this Agreement, the prevailing party, in addition to any other relief, shall be entitled to recover reasonable attorney's fees and costs, including any on appeal.

8.4 Benefit. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto, their respective estates, heirs, successors, personal representatives, and assigns.

8.5 Construction and Venue. This Agreement will be interpreted in accordance with the laws of the State of Washington and venue shall be laid in the courts of Skagit County.

8.6 Entire Agreement. This document contains all of the agreements, conditions, and understandings among the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings between such parties and representative of such parties. There are no other representations or inducement being relied upon by the parties. The Property is transferred "as is" and Town acknowledges that it has relied solely upon its own inspection.

8.7 Definitions. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms and the singular forms of the nouns and pronouns shall include the plural and vice versa.

8.8 Further Assurances. The Town and NCVAM will execute and deliver such further instruments and do such further acts and things as may be reasonably necessary or convenient to carry out the intent and purpose of this Agreement.

9. Representations Survive Closing. NCVAM's and Town's representations, warranties, indemnities, and guarantees shall, where applicable, be deemed to be made again at, and as of, the Closing Date, and shall survive the closing of this transaction, the delivery of all required instruments hereunder, and any investigations made by NCVAM or the Town.

10. Counterparts. This Agreement may be executed in any number of counterparts required by the convenience of the parties, each of which shall be of equal force and effect and all of which taken together shall constitute one Agreement.

11. **Electronic or Facsimile Transmission.** Electronic or facsimile transmission of a signed original, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original. If requested, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

The parties hereto have executed this Agreement on the date and year first above written.

TOWN OF CONCRETE

NORTH CASCADES VINTAGE
AIRCRAFT MUSEUM

By: _____
Jason Miller, Mayor

By: _____
James R. Ladd, President

EXHIBIT "A"
Legal Description

Lot 2, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, as amended under Auditor File No. 200805160156, being a portion of the Southwest $\frac{1}{4}$ and a portion of the Southeast $\frac{1}{4}$ of Section 10, Township 35 North, Range 8 East. W.M. **Subject to:** Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.

EXHIBIT "B"
Irrevocable License

See attached

Return to:

Kokie Adams
Adams Law Group, PS
7127 – 196th Street SW Suite 201
Lynnwood, WA 98036

IRREVOCABLE LICENSE TO USE SEPTIC SYSTEM
AND MAINTENANCE AGREEMENT

Grantor	Town of Concrete, a Washington Municipal Corporation
Grantee	North Cascades Vintage Aircraft Museum, a Washington nonprofit corporation
Legal Description	Lot 2, 3, 18 and 19, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, and as amended under Auditor File No. 200805160156, being a portion of the Southwest ¼ and a portion of the Southeast ¼ of Section 10, Township 35 North, Range 8 East, W.M. Subject to: Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.
Tax Parcel ID#	P129727 P129728 P129763
Ref Nos of Documents Released or Assigned	N/A

IRREVOCABLE LICENSE TO USE SEPTIC SYSTEM AND
MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2018, between Town of Concrete, a Washington Municipal Corporation (“Grantor”) and North Cascades Vintage Aircraft Museum, a Washington nonprofit corporation (“Grantee”).

RECITALS

A. Grantor is the owner of the Mears Airport, Concrete Washington (“Airport”) described in the attached Exhibit A (“Burdened Land”) which by this reference is incorporated herein.

B. Grantee holds a leasehold interest in Lots 3, 18 and 19 of the Airport (“Leasehold Interests”) which are described on the attached Exhibit B (“Benefited Land”), which by this reference is incorporated herein

C. Lot 2 of the Burdened Land contains a septic tank and drain field as depicted on the attached Exhibit C which services Lot 3 and Lots 18 and 19 (“Septic System”). Grantee desires to obtain an irrevocable and assignable license to use the Septic System, including sharing in the costs of the maintenance, repair and replacement of the Septic System, on the Burdened Land as described in this Agreement and Grantor has agreed to grant Grantee an irrevocable license to use the Septic System for purposes of allowing Grantee to hook-up and use the Septic System on the Burdened Land as described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual undertakings of the parties set forth below, the undersigned parties agree as follows:

1. Grant of Irrevocable License. In consideration of the mutual promises set forth herein, Grantor conveys and grants to Grantee, its’ successors and assigns, an irrevocable license (“License”) to use the Septic System located on the Burdened Land in favor of the Benefited Land as depicted by the record drawing of the On-Site Sewage System on the attached Exhibit “C” and as approved in the Onsite Sewage Permit attached as Exhibit “D”.

2. Purpose. The purpose for this irrevocable license is to allow the Grantee, its’ assigns and successors to the Leasehold Interests to use the Septic System, along with the Grantor.

3. Maintenance. The Septic System shall be maintained in the condition and over the area existing at the time of this Agreement. Any upgrades required by law shall be made as if required hereunder and the Septic System shall thereafter be maintained to the condition existing after such upgrade. The Grantor shall inform the then-current holders of the Leasehold Interests of any required maintenance and repairs that are needed to the Septic System such as pumping the septic tank or replacing pipes. Grantee and Grantor shall share responsibility for the costs of maintenance and repair of the Septic System, except the pipe to Lots 18/19, as follows: the Lessee of Lots 18/19 shall pay 50%, the Lessee of Lot 3 shall pay 25% and the Grantor (Town) shall pay 25%. The costs of repair and/or maintenance of the pipe which connects Lots 18 /19 to the Septic System shall be borne entirely by the Lessee of Lots 18/19. To the extent that any such maintenance, repair, or replacement shall require excavation on the Airport, Grantor hereby agrees to grant access for all purposes related to the construction, repair and maintenance of the Septic System under and through the Burdened Land. In the event of a dispute among the parties as to the degree of expense necessary to maintain the Septic System, the Grantor shall be the final decision-maker.

4. Successors. This Agreement shall be binding upon these parties and shall inure to the benefit of and be binding upon their respective successors and assigns, heirs and administrators for all time. For

the purposes of this agreement relating to future duties and benefits, the terms Grantor and Grantee shall refer respectively to the then owner of the Burdened Land and the Lessee(s) of the Benefitted Land.

5. Indemnity. Each party shall indemnify the other from any and all claims of any kind or nature, including all costs and attorneys' fees associated with the defense of any such claims arising directly or indirectly on account of acts or omissions of such party, its agents, contractors or invitees in the use of the Septic System and construction and maintenance authorized under this Agreement; provided that, this section does not purport to indemnify against liability for damages arising out of injury to persons or damage to property caused by or resulting from the negligence of the party seeking indemnification.

6. Attorneys Fee. In the event a party is obliged to seek judicial relief to enforce the terms of this agreement, then the prevailing party shall be entitled to recover his or her actual attorney fees and cost, including those incurred in arbitration and or on appeal, from the other party.

7. Running Covenants. The covenants, terms and conditions contained in this agreement touch and concern the land and benefit and burden those lands, and all subdivided portions thereof, and shall bind all future holders of Leasehold Interests and owners of the properties described therein.

8. Representations and Warranties. Each party respectively represents and warrants to each of the other parties that he/she is fully authorized to execute this instrument.

8. Compliance with Law and Quality Work. Each party shall pay for and obtain all permits and consents necessary for its work hereunder, and shall comply with all laws and comply with all governing authorities with respect to its work herein. Each party shall perform its work in a competent, safe and workmanlike manner.

9. Descriptive Headings. The descriptive headings in this Agreement are inserted for convenience only and reference to the Agreement and are not necessarily indicative of the content or substance of any section, paragraph, or sub-paragraph.

10. Governing Law and Venue. This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue shall be laid in the courts of Skagit County.

Dated this _____ day of _____, 2018

TOWN OF CONCRETE

NORTH CASCADES VINTAGE
AIRCRAFT MUSEUM

By: _____
Jason Miller, Mayor

By _____
James R. Ladd, President

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2018, personally appeared before me JASON MILLER known to me (or proven by satisfactory evidence) to be the Mayor of the Town of Concrete, Washington, the municipality that executed the foregoing instrument, and acknowledged that he signed the same as the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned and on oath stated that he was authorized to executed said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2018, personally appeared before me JAMES R. LADD known to me (or proven by satisfactory evidence) to be the President of North Cascades Vintage Aircraft MUSEUM, the nonprofit company that executed the foregoing instrument, and acknowledged that he signed the same as the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated that he was authorized to executed said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

EXHIBIT A
Legal Description of Burdened Land

Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, being a portion of the Southwest ¼ and a portion of the Southeast ¼ of Section 10, Township 35 North, Range 8 East, W.M. **Subject to:** Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.

EXHIBIT B
Legal Description of Benefitted Land

Lots, 3, 18 and 19, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988 under Skagit County Auditor's File No. 8810050086, being a portion of the Southwest ¼ and a portion of the Southeast ¼ of Section 10, Township 35 North, Range 8 East, W.M. **Subject to:** Covenants, Conditions, Restrictions and Easements of record, if any. Situate in Skagit County, Washington.

Skagit County
Planning & Development Services
1800 Continental Place
Mount Vernon, WA 98273-5625
360 338-8410

Onsite Sewage Permit

Permit No: SW05-0179

Permit type: sd
Design type: CONG

Job Address: 7876 SUPERIOR AVENUE CONG
Parcel No: P103937
Lot size: 0 acres
Residential(Y/N): N
Bedrooms or occupants: 3
Total daily flow: 360
New Design for Hangar #5

Status: Issued
Applied: 04/18/2005
Issued: 04/25/2005
Expires: 04/24/2010

Applicant: Hanson Harold
853.7006
PO Box 337
Monroe WA
98272

Owner: LENNOX W M
P O BOX 425
CONCRETE WA
98237

Contractor: John Hendricks
Ed Stanton

Issuance of a sewage disposal permit does not constitute fulfillment or satisfaction of any other land use requirements for a future building. Land use regulations include, but are not limited to zoning, shorelines, critical areas and the Uniform Building Code.

This installation shall comply with the Skagit County Rules and Regulations for On-site Disposal *including inspection before covering*. Property owners should contact a designer, an engineer or the County for instructions before installing their own sewage disposal system.

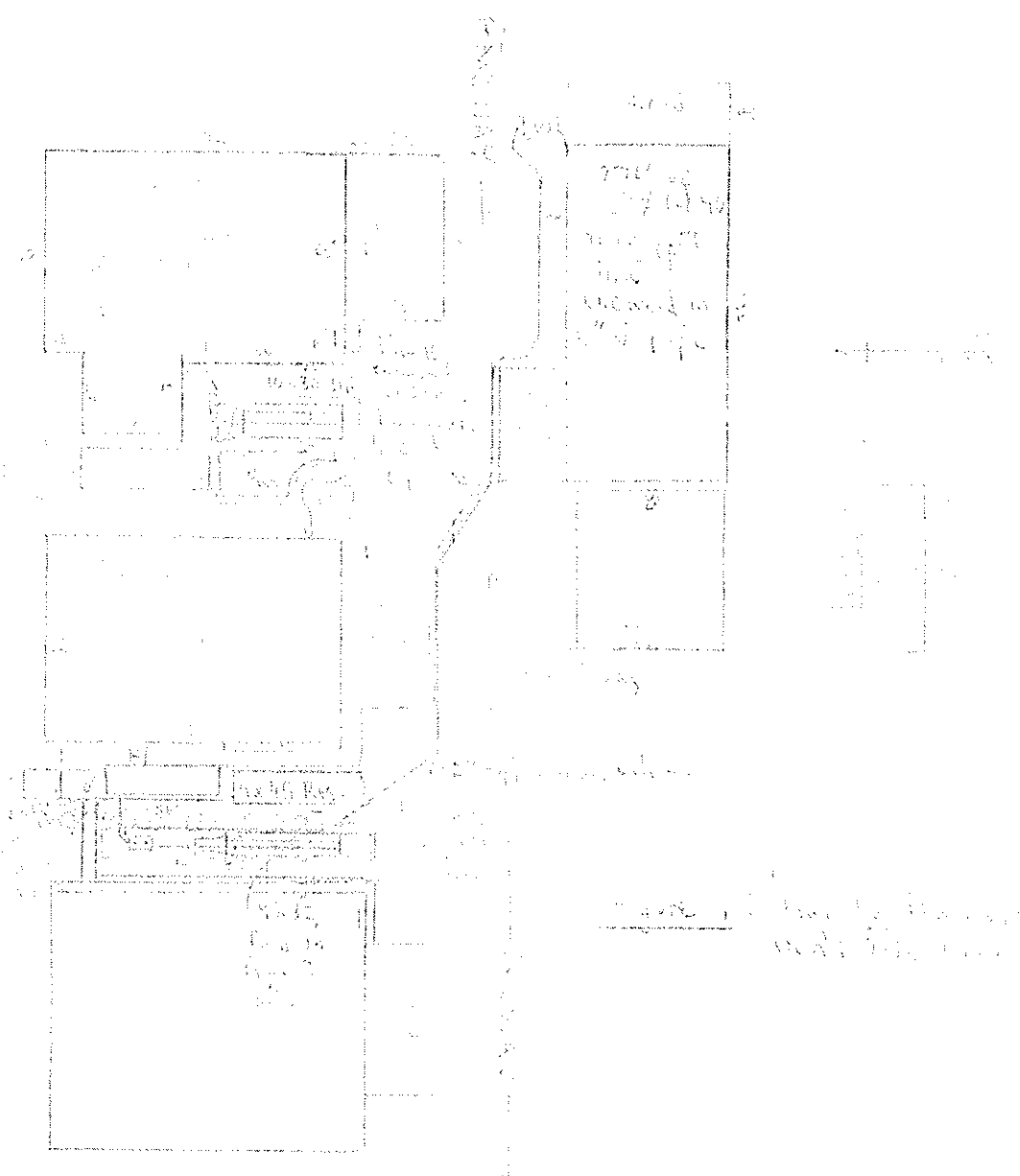
Notes: _____

Department Agent: _____

Greg Geary

Date: 04-25-2005

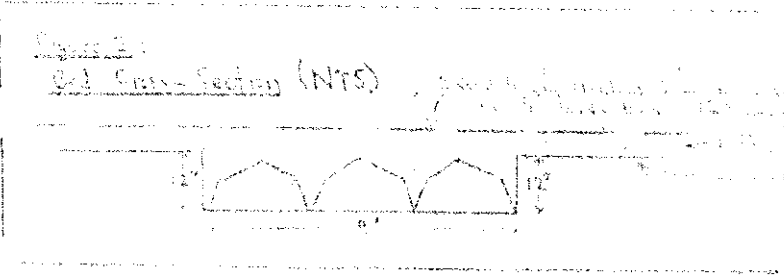
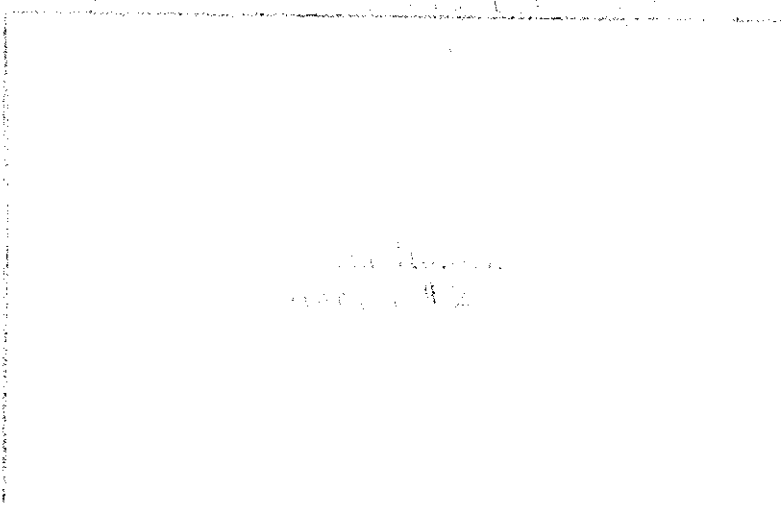
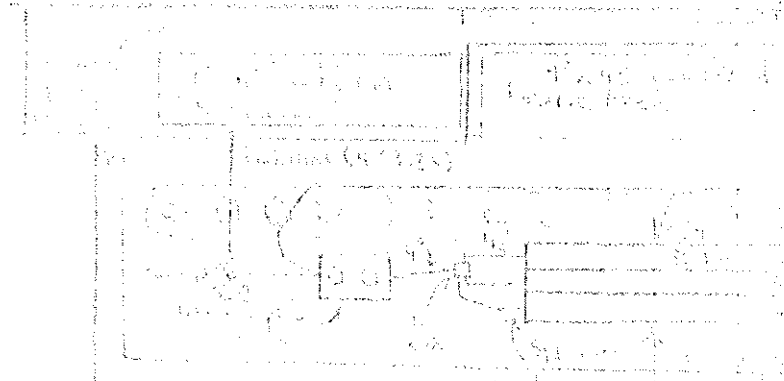
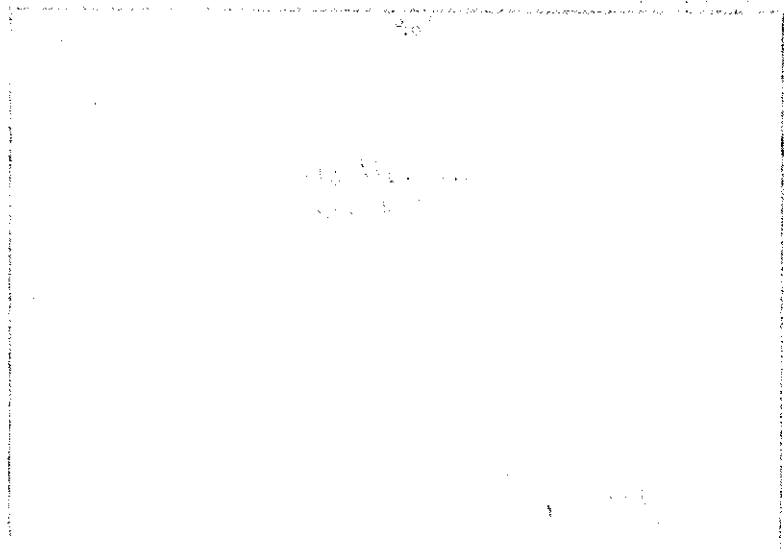
SW05-0179



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Handwritten notes at the bottom of the page, appearing to be a list or set of instructions. The text is very faint and difficult to decipher.





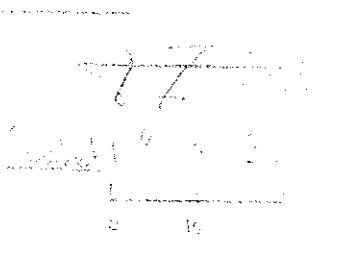
Handwritten notes and calculations on the right side of the page, including a list of items and their costs:

- 1. 12' x 12' Room
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- 50. 6' x 6' Room



Handwritten notes and calculations below the triangular diagram, including a list of items and their costs:

- 1. 12' x 12' Room
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- 50. 6' x 6' Room



SKAGIT COUNTY PLANNING & DEVELOPMENT SERVICES
1800 Continental Place
Mount Vernon, Washington 98273
360/336-9410

SKAGIT COUNTY
PERMIT CNTR.

DEC 28 2005

RECEIVED

ON-SITE SEWAGE SYSTEM CERTIFICATION
FOR AS-BUILT DRAWINGS AND/OR INSTALLATIONS

Skagit County Code Section 12.05.150 (4) state in part: "The designer or installer . . . shall develop and submit a complete and detailed, "as-built" or "record" drawing to both the Health Officer and the On-Site Sewage System's owner that include measurements to existing site features enabling the first tank manhole to be easily located, and a dimensioned reserve area."

Please complete and answer all questions and return.

LENNOX WM / RE HAROLD HANSON
Property Owner (last, first and middle initial) Concrete, WA 98272

7876 Superior Ave
Site Address Plat, Division, Lot, Block

10 35 08 P103937
Section Township Range Parcel #

Hansen Ron STANTON INC
Designer's Name Installer's Name

On-site Sewage Permit Number: SW05-0179

How many bedrooms? 3

Have you attached any as-built plans/specifications? 3

INSTALLATION CERTIFICATION: I hereby certify that this sewage system was completed on Date: _____ and I have determined it was installed in accordance with the approved plans and specifications, or as indicated on the attached as-built documents, and in conformance with the County On-site Sewage Rules and Regulations (Skagit County Code Chapter 12.05).

Installer's Signature: John Hendrix

* * * * * COUNTY USE ONLY BELOW THIS LINE * * * * *

GPS location: N 48.53154 W 121.75653 A 23.1

Reviewed by: Greg Geleynse Date: 12-28-05

SKAGIT COUNTY PERMIT CENTER 336-9400
County Administration Bldg, Rm 204
Mount Vernon, Washington 98273

Legal Dept. _____	File _____
City/County Clerk _____	S _____

Do not write through this line - ORIGINAL USE ONLY

Any person may appeal a determination by the staff or request a waiver from the requirements of Ordinance #10136 (Skagit County Code, Chapter 12.04, Section 12.04.110 for details.

Agency or Applicant's Signature: [Signature] Date: 1/2/80

APPLICATION

Property Owner (Last, F.I., M.I.): [Name] Phone: 336-7000

Address: [Address]

Assessor's Assessed Amount: [Amount] See/Map/Plan: 10/30/79

Proposed Plat Map or Plan: [Map/Plan] For Signature: [Signature]

Location and/or Site Address: [Address]

City/County/Tract: [City/County/Tract] Original Owner: [Name] Contractor: [Name]

Any previous site evaluation by department for this site? [Yes/No] Name of Project: [Project Name] Start year was work started: [Year]

PERMIT TYPE: Site & Design Report Operational

Design only Final plan []

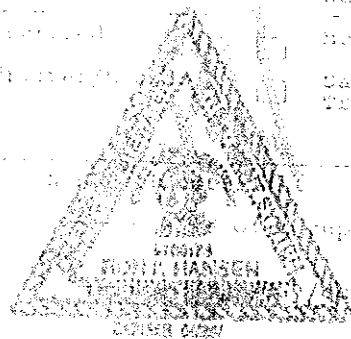
SITE EVALUATION: Existing New Soil/Geology/Construction

DESIGN CRITERIA: New Design [] No design submitted

Conventional [] New

DESIGN TYPE: Residential Commercial Sanitation/Treatment

Other (describe): _____



SEAGIT COUNTY PERMIT CENTER 366-9440
 County Administration Bldg. Rm 204
 Mount Vernon, Washington 98273

TRACKING PERMIT

05-0179

DO NOT WRITE IN BOX, OFFICIAL USE ONLY

Amson, Inc.

(FILL IN FIRST NAME, FIRST ALPHABETICALLY)

PROPOSED PLANT REVIEW	<input type="checkbox"/> Short plot (2-4 lots)	Proposed Plot Name or No.:
	<input type="checkbox"/> Long plot (5 or more lots)	
	Lot # _____	Lot Size (acres) _____
	of _____ lots.	

DO NOT WRITE BELOW THIS LINE - OFFICIAL USE ONLY

NOTES:

N 4/5 3/81
W 12/7 8/81
A 231

DISPOSITIONS:

Site Evaluation

66-4-20-05

Design Review

66-4-20-05

Soil/Site Preparation

66-4-20-05

Final Inspection

66-4-20-05

Fill (sand) Bacteria

66-4-20-05

Program to Watch for

66-4-20-05

Open Trenches

66-4-20-05

Final Inspection

66-4-20-05

Sell/Impaction

66-4-20-05

Final Inspection

66-4-20-05

PAGE

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Advanced Soil Mechanics
27765 West Gilligan Creek Road, Sedro Woolley, WA 98284
phone and fax: (360) 856-4298, cell 540 4298

*Work Sheet and disposal field design for a three bedroom graveless chamber
conventional gravity BED system in type 2 sandy soils.*

April 7, 2005

Client Name: Harold Hanson, prop leaser
PO Box 337
Monroe, WA 98247

Site address: The Concrete Air Port owned by the City of Concrete with spaces
on 40 yr leases

Phone/fax: 360 853-7006, Monroe ph no : 360 794-8014

Date of design: March 22, 2005

Date of site eval.: Feb 5, 6 and 8 of 2005

No. of bedrooms: 3; 2 bed rms for the fifth wheel, and 1 bed rm for the hanger apt.

Design flow: 360 gallons per day, residential strength sewage

Pvt. well (Y/N): community water system, no well on site

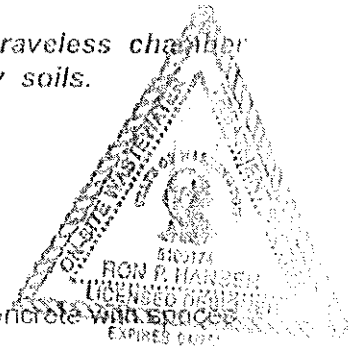
New const'l or repair: new to an existing hanger at the Concrete Air Port

Lot size (acres): approx 10 acres overall for the concrete air port

Present owner of lot: City of Concrete, but under a forty year lease to Harold Hanson

Parcel: P103937

AP: #8023 000 005 0100



1. Background and scope of work: The site under study has been developed as the Concrete Air Port by the City of Concrete and consists of a single runway with adjoining taxi ways, and a number of hangers for airplane storage by individuals who lease space from the city for 30 to 40 year periods of time.

The property leaser, Harold Hanson, wishes to install a three bedroom sized septic system drainfield at the hanger as shown in Fig. 1: "Harold Hanson Site Plan" to 1" = 20 ft scale. The reader will note that there is a fifth wheel near the drainfield, and that there is a 270 ft 2" diameter supply line coming from the hanger to the south where the apt. exists. The present site evaluation, lab results and corresponding septic design serve to satisfy the projected wastewater treatment needs for a hanger with some living quarters (i.e. a shower, sink, toilet and washing machine) with a holding tank which will be pumped via 270 ft of 2" diameter sch 40 pvc pipe over to the Fifth Wheel trailer that the Hanson's presently live in at the airport. This fifth wheel is a two bedroom sized living space, and when the hanger is added into the mix, a three bedroom sized system becomes appropriate.

2. Directions to the site and brief site description: the site location is off SR 20 east, go to the city of Concrete and turn right at the high school on South Superior Ave under the school, then left at the stop sign to the fifth or sixth hanger east.

The present drainfield design consisting of 3 - 32 ft graveless trenches 9 ft x 32 ft (i.e. 288 sq ft) BED consisting of Quick 4 Infiltrator Chambers **12 inches deep is between hangers 2 and 3 where Mr Hanson has his fifth wheel set on a concrete pad** as shown in Fig 1: "Harold Hanson General Site Plan" to 1" = 50 ft scale and also Fig. 2: "Harold Hanson Detail Septic Design" to 1" = 20 ft scale . The existing soil depth (i.e. 78 inches+ of type 2 sand soil), textures (sand , type 2 soils in SL's 1, 2 with app rate of 1.0g/sq ft/day), modest slopes (0 to 2 %), and overall site configuration allow the use of a **conventional gravity bed system** at this site.

Because we are installing in type 2 soils, we can only reduce the DF area by 20% instead of the usual 40%, therefore the 9 x 32 bed as shown.

Following is the site evaluation, soil logs descriptions, and discussion of laboratory tests confirming soil textures related to the present design.

3. Site evaluation related to the present design. Two soil logs were described and sampled for hydrometer testing to verify soil textures within the zone of application (i.e. 12 to 24 inch depth). These are shown and located in Figure 1 and labeled SL1, SL2. It should be noted that these holes were sampled both near the trench bottom (12 to 24 in), and also at depth (36 to 48 in). The area of the Soil Logs is very modest in slope (approx. level, or 0% slope in any direction), and very even/turfed. Soils overall were excellent with sand textures down to 78 in+ and no mottles or ground water table encountered. It should further be noted that this site evaluation took place in mid-February of 2005, probably the wettest period of the year (commonly called the "wet season review" period).

Following are the 2 soil log descriptions for the site.

SL-1: 80 + in of fine sandy, good for a gravity conventional BED system
0-- 8" Very dark brown sandy loam, 3m + 3 f roots, sl moist, vfr, sbk
8-80 sand, fine sand, massive fr, 2f roots, moist, no mottles or ground water table encountered

SL-2 80+ in of fine sandy soil with no mottles or limiting layers
0-6 Dark brown fine loamy sand , damp, fr, few roots
6-78 Sand, , vfr, 2m + 2L roots, moist, no mottles or water in hole.

SL's 3 and 4 were identical to the first two holes.

Note: no ground water was encountered in any of the holes, no mottles were seen in any of the spoils. The water table appears to be well below 80" depth here.

4. Conclusions of the site evaluation: Based on the soil descriptions above, this site appears to qualify for a **conventional gravity bed system with three feet of vertical separation**, based on soil depth (at least 48"), soil texture (Type 2, sand with no

rounded cobbles or other coarse fragments in the soil matrix , 1.0 g/sq ft/day) and slope . Therefore, a 9 ft wide x 32 ft long bed is shown in Fig. 1 along with an extra 285 sq ft in a hatched area to meet code and show the full size DF prior to the 20% reduction for use of graveless chambers. As stated above, please note that only a 20% reduction is taken in DF size for the use of graveless chambers, due to the fact that we are in an area of type 2 soil (i.e. SAND).

Said bed system should be set at a 12 inch depth although deeper would be acceptable since the soil is so deep and the ground water table is below 80" depth.

An area of 9 ft x 45 ft (i.e. 405 sq ft) in the vicinity of SL-1 has been set aside as a **reserve area** shown in fig. 1 to 1" = 20 ft scale.

Added notes on the sewage transport line running some 270 ft from the hanger at the east end of the taxiway leased by Mr Hanson, to the fifth wheel as shown in fig. 1:

Over the last several years Mr Hanson has developed a very modest "living area" consisting of a wash basin, shower, toilet and sink at the east end of his eastern most hanger. At the present time there is a holding tank just outside the hanger for septage from the hanger. Rather than have said tank pumped frequently at quite some cost, Mr Hanson's intention is to install a drainfield near the fifth wheel with hanger septage being pumped from the second compartment of the holding tank over to the fifth wheel's septic tank. This will entail a 270 ft long 4 in wide x 18 to 24 in deep trench with the 2" diameter sch 40 pvc transport being encased in 4 in dia. solid pipe to protect it as it crosses the taxiway (see Fig. 1 to 1" = 50 ft scale).

This will handle both the septage from the hanger AND the septage from the fifth wheel. Soils at the airport are, to say the least, excellent from the standpoint of septic function, with basically pure sand down at least 80 in with no signs of standing ground water or any limiting layers. In short, there is no possibility of damaging the ground water or potential for any form of environmental damage with a septic system here.

The system at the fifth wheel has been sized based on type 2 sand soils with an app rate of 1.0 g / sq ft/ day. Infiltrator graveless chambers have been employed to guarantee long system life and full use of the trench bottom for treating effluent at the site. **Again, a 20% reduction in DF size has been taken instead of 40% due to these type 2 sandy soils.**

SECTION I: Design the drainfield (a bed system for this site):

WORK SHEET: calculate the drainfield area required for the disposal system as a function of design flow (based on number of bedrooms, 120 gallons per day per bedroom) and soil acceptance rate (based on USDA soil texture as determined both in the field through hand texture determinations and in the laboratory through ASTM D 422 Hydrometer Test for % sand, % silt, % clay in addition to % Coarse

Fragments).

Please note: if there is a disparity between the field texture determinations and the lab test results, the lab results will **ALWAYS** be given first priority.

A. Design flow: It should be noted that **three bedroom** sized system is planned for the site. This is based on 1 bedroom worth of effluent from the hanger (i.e. 120 g per day) and 2 bedrooms for the fifth wheel (i.e. 240 gallons per day).

3 bedrooms x 120 gallons/bed rm/day = 360 gallons / day design flow

Note: for this design flow, a standard 1000 gallon septic tank will be required with baffle set so that approx. 2/3 of the tank volume is for solids, and 1/3 for liquids.

Man hole risers must be brought to grade with green locking lids for access to the tank for pumping or other maintenance inspections. See detail for these risers.

A Zabel 1800 residential filter or equivalent must be provided at the outlet of the septic tank before the D-box. See detail for this filter. This filter must be cleaned and inspected annually by the operation and maintenance specialist. This tank should be pumped every three to seven years depending on usage and number of people using the system. A record should be kept of these inspections and pumping intervals.

B. Soil Type/loading rate:

As an example of soil texture, we shall use the lab results for SL-2 taken at 12 to 24" depth;

% sand/% silt/% clay: 95/5/1, there were 3% oversize fragments (i.e. + #10 sieve)

Soil texture based on fractions above: sand, type 2 soil. We will choose a loading rate of 1.0 g/sq ft /day, therefore

Loading rate = 1.0 g/sq ft/day

C. Determine the total drainfield area required:

360 gal/day / 1.0= 360 sq ft of trench bottom required for this site (based on design flow and soil types) prior to the 20% reduction allowed for the use of graveless Quick 4 Infiltrator Chambers.

Therefore, assuming that Infiltrator Graveless Chambers are used, a reduction of 20% in Drainfield Area is allowable in this situation, therefore:

Total area required using graveless trenches = 0.8 x 360 = 288 sq, ft of drainfield bottom.

Assuming three ft wide trenches, we get 288 sq ft / 3 ft = 96 total ft of trench.

Three rows of Quick 4's side by side (i.e. 9 ft total width) x 32 ft long = 96 ft of trench, or 288 square ft of trench bottom.

We will use "Quick 4" Infiltrator Units that are exactly 34" wide x 12 " high x 4 feet long each (i.e. there shall be Six Quick 4 units end to end, or a total bed length of 24 ft). There will be standard inlets (for a 4 in diameter ASTM 3034 tightline) and standard end plates. A concrete D Box equipped with speed levelers shall be used for this system to guarantee even flow.

Because each Infiltrator Unit is exactly four feet long, this configuration will most closely matches these requirements. A total of 24 Quick 4 Chambers will be needed for the present system, 6 per row, three rows.

Notes on the pump tank near the hanger apt. and the 270 ft long 2" diameter sch 40 supply line to the septic tank near the fifth wheel:

As fig. 1 shows, a 270 ft 2 inch dia. sch 40 supply line runs from the SE hanger to the fifth wheel. A 0.40 goulds or meyer sewage ejector pump shall be used in order to move effluent to the septic tank. Said pump shall be on a DEMAND basis only with no control panel or high water alarm required. Said line shall be encased within 4" dia. ASTM 3034 green pipe as it runs under the Taxiway. Said supply line shall be set at a depth of 18 to 24 in (i.e. below the frost line and potential wheel damage by taxiing airplanes) within a 4 in wide trench. Said line shall HUG the concrete pads as closely as possible to afford even greater protection from traffic.

The head calculations are as follows:

270 ft of 2" dia. sch 40 pipe.....	3.2 ft
el diff.....	4.5 (from pump inlet at surge tank to septic tank at fifth wheel)
discharge assb'y.....	2.5 ft
msc friction loss from bends, elbows, etc.....	2.0 approx.
TDH.....	12.2 ft of head

The 0.40 hp might be interchanged with a 1/3 hp pump as this would achieve the same effect given the TDH here, but either pump should be 120 V, 60 HZ, single phase with a 20 amp panel available at the hanger where installed, plug in power outlet (i.e. NOT hard wired).

A high water alarm would be desirable, but not absolutely necessary here.

Each standard inlet line shall be fed by 4 inch ASTM 3034 tightline running from a D - Box (concrete) to the standard 4 inch inlet of the Infiltrator Chambers. Said D box shall be equipped with speed levelers for each trench (i.e. two); There will be splash plates at each inlet and three 6 inch diameter monitoring ports

Materials needed for this septic system include:

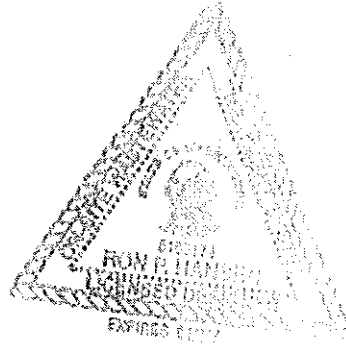
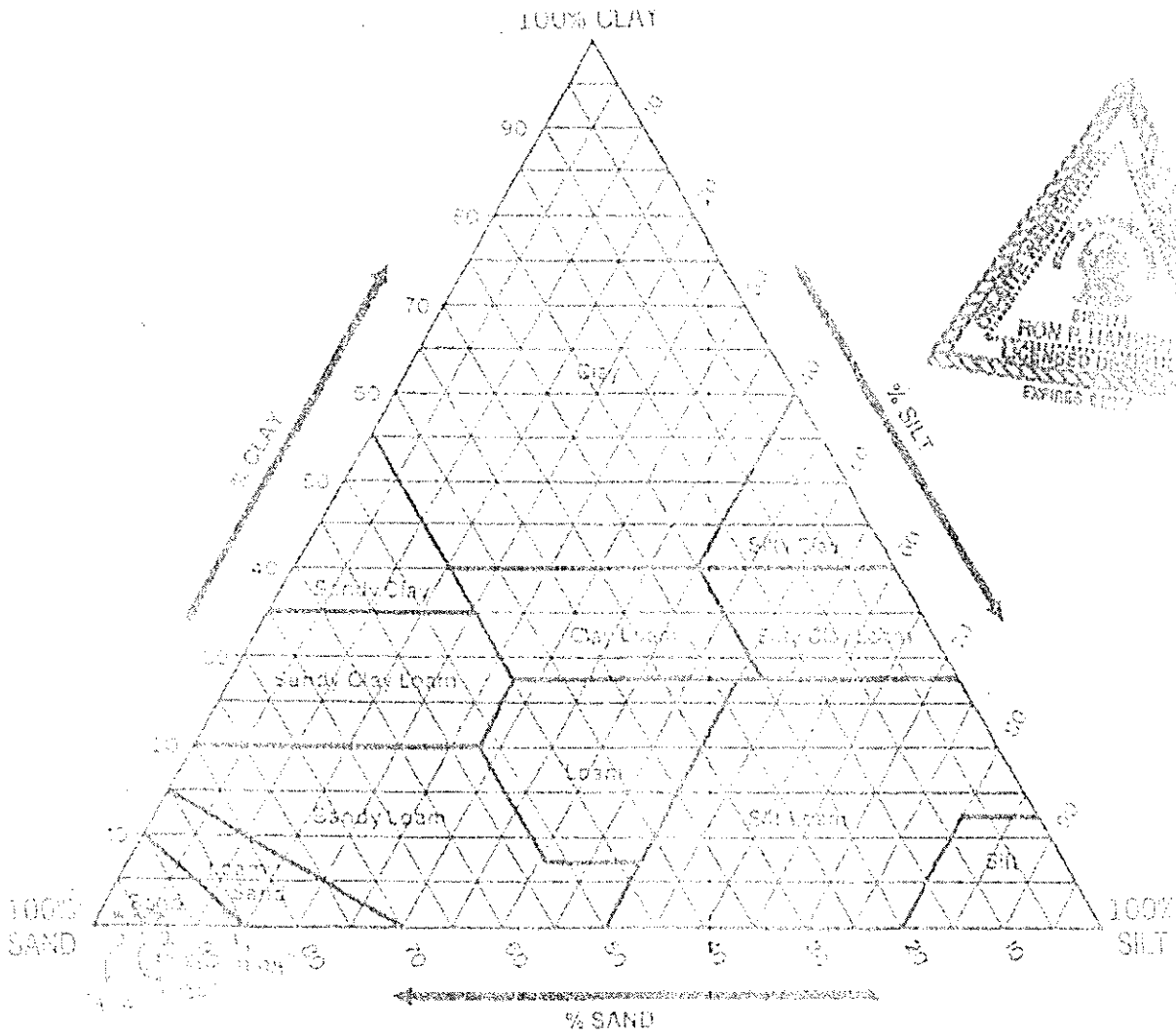
Note that a 1000 gallon plastic holding tank already exists at the hanger, and that a pump shall be set in the second compartment of said tank as described above. Said

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tank shall need to be pump prior to any pump installation or wiring for safety reasons. If the second compartment is, for some reason difficult to access, a second tank might be required next to said tank to act as a pump chamber. Said tank need only be 400 to 500 gallons in size.

Items needed here for the installation are as follows:

1000 gallon septic tank, adjacent to the fifth wheel as shown in the figs., two compartment with baffle set so 2/3 of tank is for solids
please note: the tank must have manhole risers to grade with locking lids (see detail)
60 ft of ASTM 3034 4 inch diameter green sewer pipe (40 ft to cross the taxiway and 20 extra ft for the septic tank, etc.)
Zabel 1800 residential filter or equivalent at outlet of septic tank
One concrete Distribution Box with four outflow lines equipped with speed levelers
24 Quick 4 Infiltrator Units, (4 ft long x 34 inches wide x 12 inches high)
6 end plates
One goulds or meyer 1/3 hp or 0.40 hp pump at the hanger with appropriate elec. connections;
6 " sch 40 pvc pipe and caps for installing 3 monitoring ports to grade
10 yards of porous fill materials to cover the trenches with 12 inches of cover soil
PVC glue, 10 - 90 deg elbows, 10 - 45 deg elbows, 10 - 22 deg elbows, 6 fernco fittings;
speed levelers (3 of them)
Sweeping elbow and screw on cap for the at-grade clean out at the house



SOIL TEXTURAL TRIANGLE

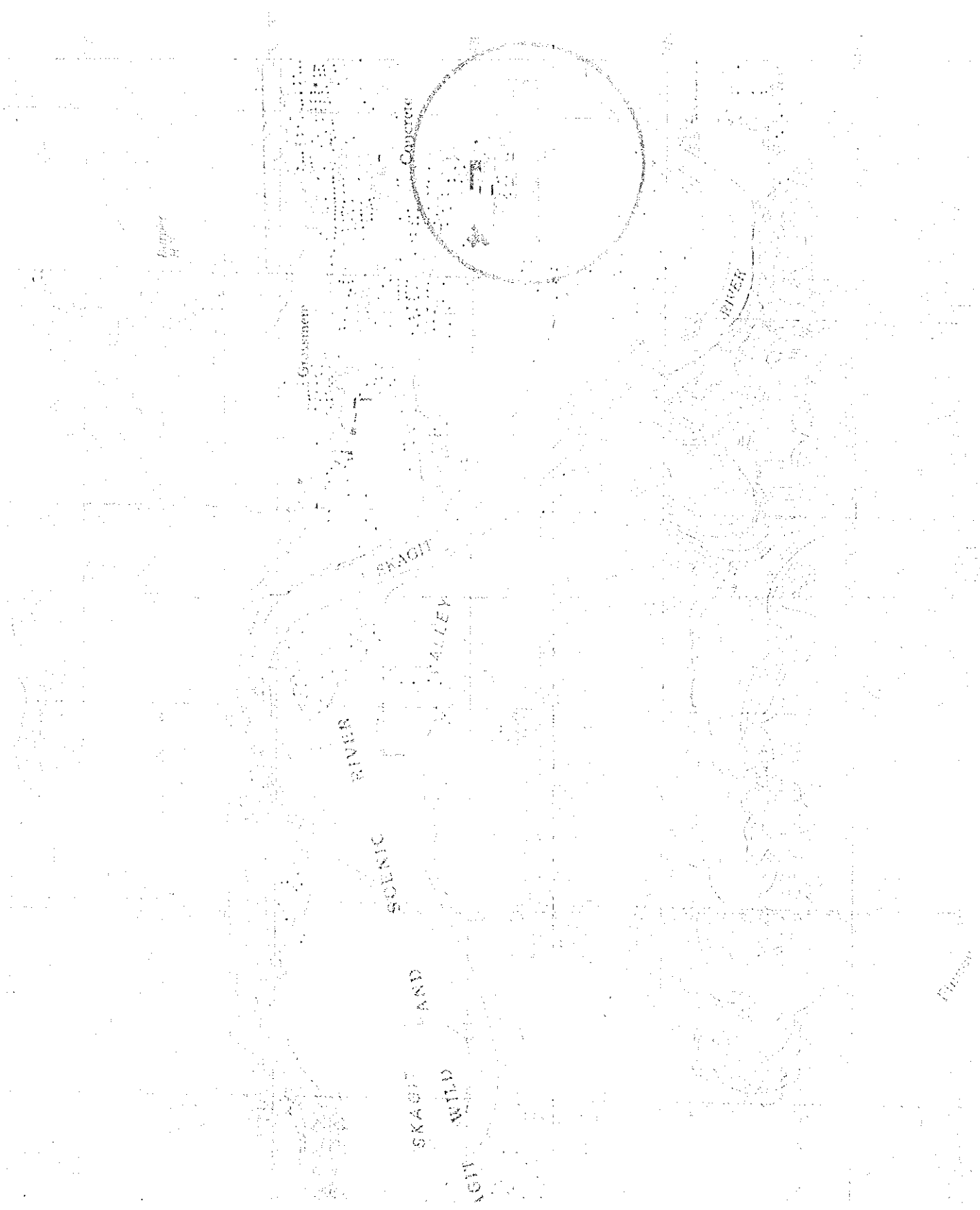
HYDROMETER ANALYSIS (ASTM D 422-92)

JOB NAME WALTON HWY Proj

CLIENT Good Harvest

PT NUMBER OR SAMPLE ID	HORIZON OR DEPTH	% +10	% SAND/ SILT/ CLAY	USDA CLASS	UNIFIED CLASS.	ADDITIONAL COMMENTS
1	1'-2'	3	26/27/2	CL	CL	
1	7'-9'	7	33/27/1	CL	CL	
2	17'-24'	3	26/27/1	CL	CL	
2	24'-35'	0	37/27/1	CL	CL	

Advanced Soil Mechanics
 27765 West Gilligan Creek Road, Sedro Woolley, WA 98284
 phone and fax: (360) 856-9098



Concrete

Grossner

RIVER

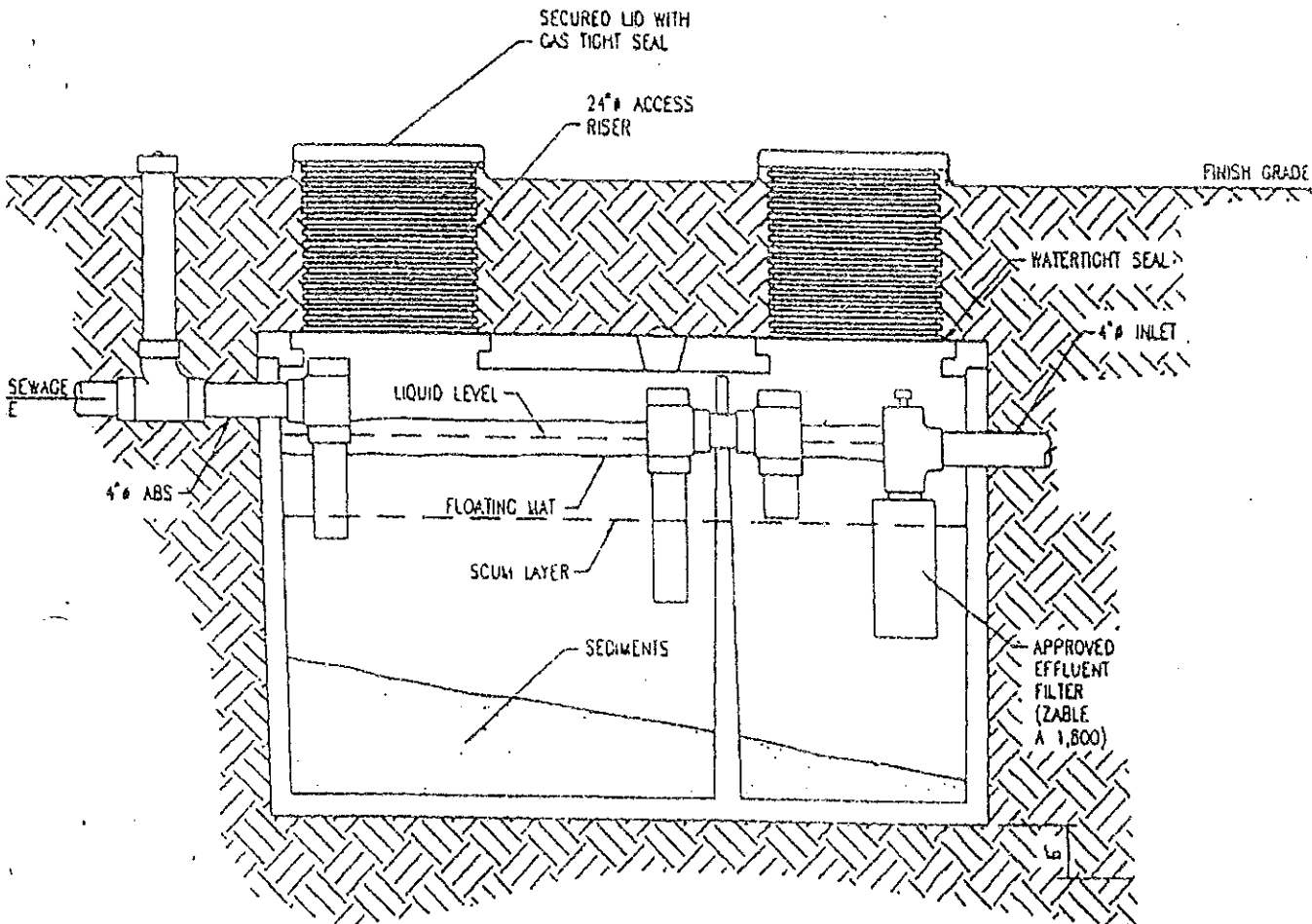
SCENIC RIVER VALLEY

SKAGIT AND WILD

Fairport

32

Advanced Soil Mechanics
 27765 West Gilligan Creek Rd.
 Sedro Woolley, WA 98284
 phone/fax (360) 856-9098



SEPTIC TANK
 1,000 GALLON

1. No septic tank should be installed in a high groundwater environment. If a tank is placed in this environment, the inlet and outlet inverts should be placed above any potential water table;
2. All risers must be locking and extend to finish grade/ground surface;
3. Tank lids must be watertight;
4. All septic tanks must be set with reinforced concrete and be watertight;
5. Inlet and outlet pipes shall be ASTI 3034 PVC pipe. This pipe must be extended to solid ground before any other grade of pipe can be used;
6. The pipe feeding the tank must fall at a rate of 1/8" to 1/4" per foot for at least 10 ft preceding the tank;
7. The tank must meet minimum requirements as set forth by the State of WA and the county in which they are to be used;
8. If, by chance, a riser is not incorporated into the system, a rebar or other marker must be used so the tank can be located in the future for pumping or other servicing.

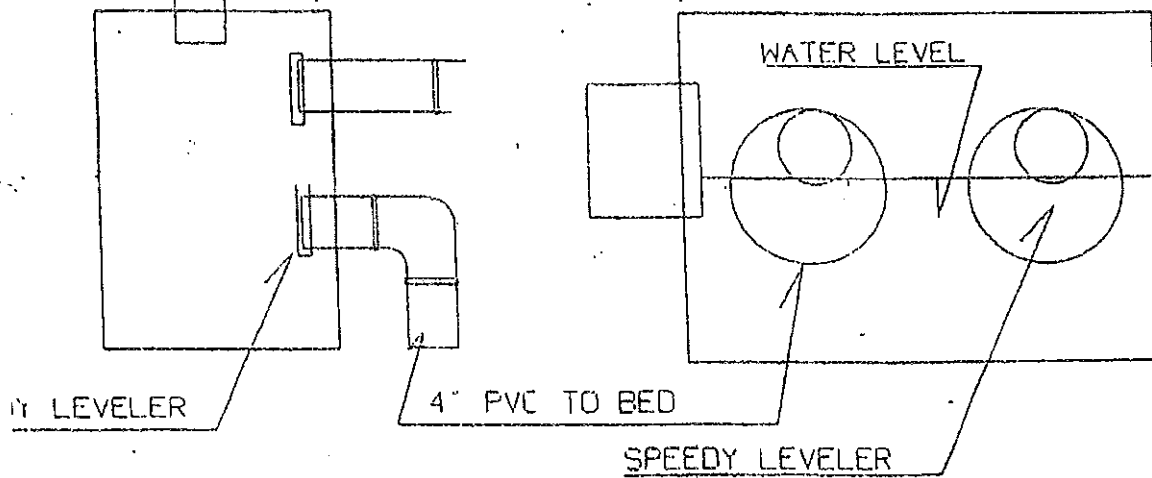
3"
PVC FROM PUMP CHAMBER

90

"D" BOX

NOTE. AFTER INSTALLING "D" BOX
PIPING AND SPEEDY LEVELERS
FILL BOX WITH WATER AND
ROTATE LEVELERS UNTIL WATER
IS EVEN WITH THE INVERT OF
ALL THE HOLES TO THE TRENCHES

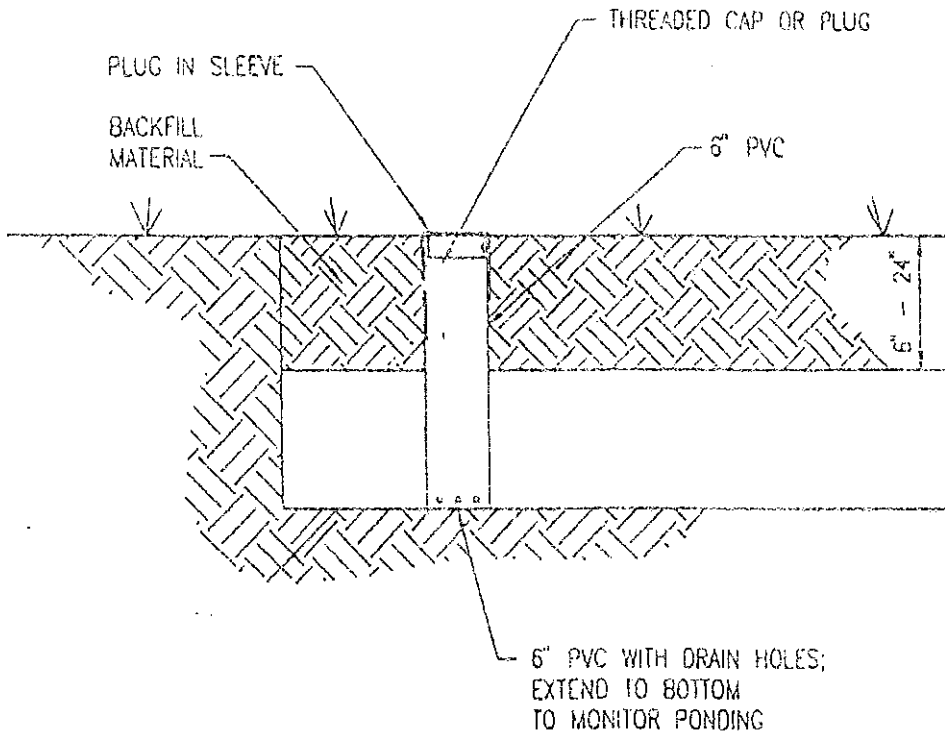
MARK THE LID LOCATION WITH A
PERMANENT MARKER FOR FUTURE
ACCESS.



TOP VIEW NTS.

SIDE VIEW NTS.

"D" BOX DETAIL



INSPECTION PORT DETAIL

SCALE: 1/4" = 1'-0"

PROJECT: SEPTIC DESIGN
FOR: