



200002020050

Kathy Hill, Skagit County Auditor

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COVER SHEET

RETURN TO:

Engineering Department-City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

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

Waiver of Protest

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

PARTIES (Owner):

1. Barry L. Massey and Joy L. Massey, h/w

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

PARTIES (City):

1. CITY OF SEDRO-WOOLLEY

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

PORTION TRACT 22 "SEDRO ACREAGE"

ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL / TAX I.D. NUMBER: 4170-000-022-0117 (R77025)

TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

AGREEMENT
WAIVER OF PROTEST
AND SPECIAL POWER OF ATTORNEY
(LID/ULID)

THIS INSTRUMENT is entered into this 2nd day February, 2000, by and between the City of Sedro-Woolley, a municipal corporation, hereinafter referred to as the "City" and Barry and Joy Massey, hereinafter referred to as "Owner".

WITNESSETH;

WHEREAS, the owner holds record title to the following described property located within Skagit County, Washington:

THE EAST 200 FEET OF TRACT 22, "SEDRO ACREAGE", AS PER RECORDED IN IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON: EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 22; THENCE WEST 77 FEET; THENCE NORTH TO THE NORTHERLY LINE OF SAID TRACT 22; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID TRACT 22; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 22 TO THE POINT OF BEGINNING;

AND EXCEPT THE SOUTH 5 FEET THEREOF AS CONVEYED TO THE CITY OF SEDRO WOOLLEY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9206160077.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES AND OTHER INSTRUMENTS OF RECORD.

and

WHEREAS, the City has required as a condition of approval of the Owner's site plan for said property that the Owner participate in the construction of certain utilities and/or street improvements as they directly relate to said property and the Owner desires that said requirement be delayed until projects are formulate for the joint participation of other affected owners.



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NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City will delay its requirement for the immediate participation by the Owner in the construction certain utilities and/or street improvements, subject to the conditions set forth hereinafter.
2. The Owner will financially participate in the following utility and/or street projects on an equitable basis with other affected property owners:
 - X Sanitary sewer system improvements;
 - X Storm water system improvements;
 - X Street improvements;
 - X Street lighting improvements;
 - X Sidewalk improvements;
3. The Owner hereby waives all rights to protest against future Local Improvement District (LID) or Utility Local Improvement District (ULID) proceedings for the construction of said improvements described in Section 2. herein. For purposes of this Instrument, "rights of protest" shall mean only those formal rights to protest contained within the LID or ULID statues, except, however, nothing herein shall constitute a waiver of Owner or the Owner's heirs, assigns or successors in interest of the right to object to the Owner's individual assessment amount of to appeal to the Superior Court the decisions of the Council affirming the final assessment roll, which rights are specifically preserved.
4. The Owner hereby grants and conveys to the City Engineer at City of Sedro-Woolley, or his successor in interest or designee, a Special Power of Attorney to exercise any and all rights of the Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the property described hereinabove, to accomplish the following:

At such time as a Local Improvement District or Utility Local Improvement District is proposed that would cause said improvements to be made available to the Owner's property described hereinabove, to execute a Petition on behalf of the Owner for the creation of such LID or ULID. This Special Power of Attorney is granted in consideration of the City executing this Instrument, and shall be a power coupled with an interest which may not be terminated. This Special Power of Attorney shall not be affected by the disability of the Owner.
5. If the Owner fails to perform in good faith in accordance with this Instrument, it is agreed that the City may discontinue utility service to the property described herein, after giving 20 days notice thereof and an opportunity for hearing thereon, or may pursue other equitable or legal remedies.
6. The Owner hereby declares that it is/are the sole owner(s) of the property described herein and has/have full power to commit said property to this Agreement, Waiver of Protest and Special Power of Attorney.
7. This Instrument constitutes a covenant running with the land and shall be binding on all heirs, assigns, transferees, and successors in interest.
8. For purposes of compliance with RCW 35.43.182, the effective term of this instrument shall be a period of ten years from the date hereof.



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