

UNOFFICIAL



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Skagit County Auditor
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COVER SHEET

Return to: Planning Director
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):
Agreement RE: Agreement Waiver of Protest and Special Power of Attorney
(LID/ULID)

PARTIES (Owner):

- 1. Stewart Metcalfe and Teresa L. Grage, husband/wife

PARTIES (City):

- 1. City of Sedro-Woolley

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

A portion of the Southwest ¼ of the Northeast ¼ of Section 25, T35N, R4E, W.M.

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 4706-000-010-0000
ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P 113068

DOCUMENT

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

THIS INSTRUMENT is entered into this _____ day of _____, 2001, by and between the City of Sedro-Woolley, a municipal corporation, hereinafter referred to as the "City" and Stewart Metcalfe and Teresa L. Grage, husband/wife, hereinafter referred to as "Owner(s)".

WITNESSETH,

WHEREAS, the owner holds record title to the following described property located within Skagit County, Washington: Lot 10, "Plat of Metcalfe Meadows," as per plat recorded in Volume 16 of Plats, page 204, records of Skagit County, Washington. TOGETHER WITH that portion of Lot 9, "Plat of Metcalfe Meadows," as per plat recorded in Volume 16 of Plats, page 204, records of Skagit County, Washington, lying Southeasterly of the following described line: Commencing at the corner between Lot 8 and Lot 9 on the cul-de-sac right of way line for Marshall Avenue as shown on said plat; thence Southerly along said cul-de-sac right of way line through a central angle of 30°57'49" and an arc length of 24.32 feet to the initial point of this line description; thence S58°27'39"W, a distance of 95.28 feet to a point on the South line of said Lot 9 which lies 143.92 feet Easterly of the Southwest corner thereof and terminus of this line description.

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.

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:

_____	Sanitary sewer system improvements
<u> X </u>	Storm water system improvements
<u> X </u>	Street improvements
<u> X </u>	Street lighting improvements
<u> X </u>	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 or to appeal to the Superior Court the decisions of the Council affirming the final assessment roll, which rights are specifically preserved.



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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 Stewart Metcalfe and Teresa L. Grage, husband/wife are the sole owners of the property described herein and 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.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first hereinabove written.

CITY OF SEDRO-WOOLLEY:

BY Jeraldine Hallber

[Signature]
Approved as to Form:

City Attorney
City of Sedro-Woolley

OWNER(S)

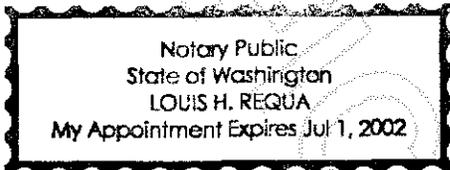
[Signature]
Stewart Metcalfe
[Signature]
Teresa L. Grage
[Signature]
Washington Federal Savings



State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me Stewart Metcalfe and Teresa L. Grage to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of November, 2001



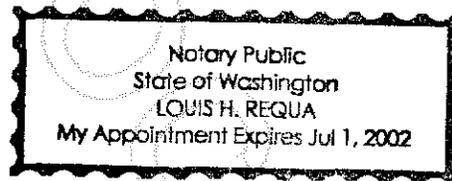
Louis H. Regua
Notary Public in and for the State of Washington,
residing at Sedro-Woolley, WA.
My commission expires: July 1, 2002
Print name: Louis H. Regua

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this 20th day of November, 2001, personally appeared before me Doug Rowell S.E.U.P. to me known to be the individual(s) and/or corporate officers described in and who executed the within and foregoing instrument and acknowledge that he signed the same as free and voluntary act and deed on behalf of themselves or as corporate officers of the named corporation with full authority, for the uses and purposes herein mentioned.

of Washington Federal Savings

Louis H. Regua
Notary Public in and for the State of Washington,
residing at Sedro-Woolley, WA.
My commission expires July 1, 2002



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