



200210160131

Skagit County Auditor

10/16/2002 Page 1 of 5 3:41PM

RETURN TO:

Attn: Erin Klinger
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

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

**AGREEMENT REGARDING ANNEXATION AND ULID/LID WAIVER OF PROTESTS
FOR DEVELOPMENT WITHIN THE UGA OF THE CITY OF SEDRO-WOOLLEY**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) *(Last name, first name and initials):*

- 1. Jeffrey W. Benham**
- 2. Raquel D. Benham**

GRANTEE(S) *(Last name, first name and initials):*

- 1. City of Sedro-Woolley**
- 2.**

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

Portion of the Northwest 1/4 of the Southeast 1/4 Section 19, Township 35 N. Range 5 E., W.M.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: P64930; 3899-000-001-0700

**AGREEMENT REGARDING ANNEXATION AND ULID/LID WAIVER OF PROTESTS
FOR DEVELOPMENT WITHIN THE UGA OF THE CITY OF SEDRO-WOOLLEY**
(Must be recorded with the Skagit County Auditor)

THE UNDERSIGNED hereby agree as follows:

1. Parties. The parties to this agreement are:

- a. the City of Sedro-Woolley, (hereinafter "City"); and
- b. Jeffery W. Benham and Raquel D. Benham, husband and wife, owners, of certain real property situated in Skagit County, Washington, (hereinafter "Owner").

2. Requested Approval. The Owner has applied to the City of Sedro-Woolley, Washington, for:

- ☐ City sewer service
- ☒ Approval of a short plat / subdivision / BSP / PUD
- ☒ Variance
- ☐ Other: _____

3. Real Property. This agreement concerns the following described real property:

- ☐ legally described on the attached "Exhibit A", incorporated herein by reference
- ☒ legally described as follows:

Lot 1 Deiter's Acreage Skagit County, Washington, as per plat recorded in Volume 3 of Plats, page 53, records of Skagit County, Washington EXCEPT the East 140 feet thereof; AND EXCEPT the south 425 feet thereof.

4. Utility Service. The City agrees that the Owner may connect to City sanitary sewer service in such manner as approved by the City Engineer. The Owner agrees to do so as a condition of approval of its application when sanitary sewer service is available, and will pay when due all connection charges, facility improvement charges, service fees, future local improvement district assessments, and any and all other charges and fees required by law to be paid for the service applied for, in the amount provided by statute, ordinance or regulation.

5. Future Improvements. As a condition of approval of the Owner's application, any future construction, plats, subdivisions, land use actions, development, alterations, additions or repairs, shall conform to any and all then applicable development, construction and zoning codes, including public works construction standards, subdivision ordinances, storm water management and maintenance ordinances of the City, as if the property was located in the City of Sedro-Woolley. The City shall have the right at reasonable times to inspect the property described above, and improvements thereon, during the construction process.

6. Annexation.

a. **Petition.** The Owner further agrees that he will sign any and all notices, petition and any other documents requested at any time by the City and necessary under applicable state statutes, including consent to assumption of pro-rated share of municipal indebtedness, for annexation to the City of Sedro-Woolley of the property affected.



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for this or adjoining property of Owner, and the Owner waives any right to protest of such annexation.

b. Special Power of Attorney. The Owner hereby grants and conveys to the City Clerk of the City of Sedro-Woolley, or his successor in interest or designee, an irrevocable 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 through Owner, to accomplish the following: at such time as a petition to annex is proposed that would cause the above-described real property to be incorporated into the City of Sedro-Woolley, to execute a Petition on behalf of the Owner for such annexation. This Special Power of Attorney is granted in consideration of the City executing this agreement, 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 death or disability of the Owner.

7. LID/ULID Districts.

a. 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 municipal improvements for: *(Check if applicable)*

- ☒ Sanitary sewer system improvements
- ☐ Water system improvements
- ☒ Streets, sidewalks, and ROW improvements
- ☐ Drainage facilities / storm sewer system improvements
- ☐ Other: street light improvements

For purposes of this agreement, "rights of protest" shall mean only those formal rights to protest contained within LID or ULID statutes, except, however, nothing herein shall constitute a waiver of Owner of the Owner's heirs, assign 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.

b. 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 person who may claim an interest in the property described herein, to accomplish the following: At such time as a Local Improvements District or Utility Local Improvements 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.

c. The Owner hereby declares that she/he 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.



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d. For purposes of compliance with RCW 35.43.182, the effective term of this Section (LID/ULID Districts) shall be a period of ten (10) years from the date hereof.

8. Enforcement. If the Owner fails to perform in good faith in accordance with this instrument, it is agreed that the City may, after giving 20 days notice thereof and an opportunity for hearing thereon, pursue any remedy, legal or equitable, including specific performance. The obligations set forth herein are in addition to any other obligations and conditions or annexation, and sewer service, and not in lieu or satisfaction thereof. The Owner agrees that the City may, at its option, deny building or development approvals if the Owner is in default of any part of this agreement, after twenty (20) days written notice of said default.

9. Ownership. The undersigned Owner(s) hereby declares that he/they 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.

10. Successors in Interest. This Agreement, and the promises made herein, do constitute a covenant running with the land described above and shall be binding on the Owner, his heirs, assigns and successors in interest to such property, and that this Agreement shall be filed for record in the office of the Sedro-Woolley Auditor.

11. Non-Merger. The obligations set forth in this document are in addition to any other conditions of approval, obligations, and duties imposed by law, statute, ordinance, administrative approval, or otherwise, including those required by the City Planner, hearing body, or shown on the face of the recorded plat or subdivision document, and are not in lieu thereof.

DATED this 23 day of September, 2002.

OWNER(S):

CITY OF SEDRO-WOOLLEY
A Washington Municipal Corporation


Jeffrey W. Benham

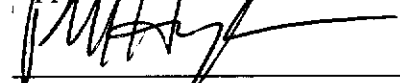
By 
City Planner


Raquel D. Benham

Approved:


City Engineer

Approved:


City Attorney

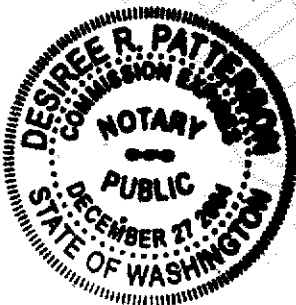


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STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this day personally appeared before me Jeffery W. Benham and Raquel D. Benham, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of September, 2002.



Desiree Patterson

Notary Public in and for the State of Washington

Washington, residing at Skagit

My Commission Expires: 12-27-04

Print Name Desiree Patterson

(City)

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day personal appeared before me _____, to me know to be the _____ of the City of Sedro-Woolley, who executed the within instrument and acknowledged that they signed and sealed the same as the free and voluntary act and deed of said City for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this _____ day of _____, 2001.

Notary Public in and for the State of Washington

Washington, residing at _____

My Commission Expires: _____

Print Name _____



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