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2/4/2003 Page

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8

1:02PM

COVER SHEET FOR RECORDING

Return To: City Of Mount Vernon
Public Works Department
P.O. Box 809
Mount Vernon, WA 98273

DOCUMENT TITLE: Agreement to Annex

GRANTORS: City of Mount Vernon

GRANTEES: Rampe, LLC

ABBREVIATED LEGAL DESCRIPTION:

31-34-4 NENE

Additional legal on page 7 of document.

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

P29280 , P29279

AGREEMENT TO ANNEX

THIS AGREEMENT is made and executed this 13th day of JANUARY, 2003, by and between the City of Mount Vernon, a municipal corporation, hereinafter referred to as "Mount Vernon" and RAMPE, LLC, hereinafter referred to as the "Property Owner."

WHEREAS, the Property Owner is the recorded owner of the property located within Skagit County, Washington that is fully described in the attached Exhibit "A," and **Abbreviated Legal 31-34-4 NENE**

P# 29280, 29279
WHEREAS, Skagit County has adopted a comprehensive plan which designated an Urban Growth Area adjacent to the southern boundary of the City of Mount Vernon, and

WHEREAS, the Property is situated in the Mount Vernon Urban Growth Area, and

WHEREAS pursuant to Washington's Growth Management Act, and as recognized by the Urban Growth Area Element of the Skagit County Comprehensive Plan, an Urban Growth Area defines where developments will be directed and supported with historical and typical urban public facilities and services, such as storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, and public transit services, and

WHEREAS, it is the intent of the Growth Management Act that a development situated in an Urban Growth Area will have public facilities and public services provided by cities, and

WHEREAS, it is the desire of the Property Owner that the Property be served with municipal services by Mount Vernon, and

WHEREAS, Section 13.32.050 of the Mount Vernon City Code requires that an Agreement be executed whereby the owner of the above described



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property covenants that they would annex said property to Mount Vernon at such time as the property is eligible for annexation to Mount Vernon, and

WHEREAS, the Property is approximately 1.13 acres, and no electors reside thereon; and

WHEREAS, the Property Owner has expended substantial sums of money and has materially altered and will materially alter its positions in reliance upon the execution of this Agreement and the performance of its terms and provisions by Mount Vernon, and

WHEREAS, Mount Vernon has expended considerable resources in planning for the orderly annexation of property situated in the Urban Growth Area to the City, and has materially altered and will materially alter its positions in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Property Owner, and

WHEREAS the parties understand and agree that as a result of the Washington Supreme Court's decision in *Grant County Fire Protection District No. 5 et. al. v. City of Moses Lake*, annexations may not be based upon petitions signed by property owners in the area proposed for annexation pursuant to Chapter 35A.14 RCW. The parties further understand and agree that the law in this area is unsettled and is subject to revision by the legislature by the courts. The parties agree that by executing this Agreement, it is their intent to take such actions as may be presently available, or become available at a later date upon further action by the Washington State Legislature, to accommodate the annexation of the Property to the City of Mount Vernon. Such action shall include, but shall not be limited to, the execution of a petition in favor of annexation pursuant to RCW § 35A.14.020 et. seq., or pursuant to any legislative enactment of the State of Washington.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. **RECITALS**: The foregoing recitals are incorporated herein as if fully set forth herein.
2. **UTILITIES**: Mount Vernon agrees to permit the Property Owner to connect to the City operated sanitary and storm sewer lines in the right-of-way adjacent to the Subject Property if such connections are necessary, all in accordance with Title 13 of the Mount Vernon City Code.
3. **MUNICIPAL SERVICES**. Mount Vernon agrees to provide the Property Owner with municipal services on the same basis as other developments situated within the Urban Growth Area. The City will provide urban police and fire services at the time of annexation. However, until



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annexation occurs, the Skagit County Sheriff's Department will provide police services and fire protection will be provided by Fire District No. 3.

4. **POWER OF ATTORNEY.** In consideration of Mount Vernon authorizing connection to the City's utility systems, the Property Owner hereby grants and conveys to the Public Works Director of Mount Vernon or his successor in interest or designee a Special Power of Attorney to exercise any and all rights of said Property Owner, their heirs or assigns and any successors in interest to said Property Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in said property hereinafter referred to as "Successors in Interest" to accomplish the following:

(a) To petition Mount Vernon for annexation of any part or all of the property described above, which petition shall conform to the provisions of paragraph (b) herein.

(b) To accomplish all steps necessary or proper for the annexation of said property under RCW 35A.14 and the ordinances and regulations of the City of Mount Vernon for annexation of property to the City of Mount Vernon with zoning consistent with the ordinances of the City of Mount Vernon and with the condition that Property Owner or its Successors in Interest will be required to assume no more than a fair share of Mount Vernon's bonded indebtedness.

(c) To sign any and all letters, petition and other documents necessary to accomplish said annexation on behalf of any successors in interest as defined above.

This Power of Attorney shall be considered a power coupled with an interest and may not be terminated except at such time as the above described property is no longer served by sewer facilities through Mount Vernon or Mount Vernon's utility facilities.

5. **COVENANT NOT TO PROTEST.** If Mount Vernon resolves to annex the above-described property, the Property Owner or its Successor in Interest covenants not to challenge same by referendum or other methods. This Agreement and Power of Attorney touches and concerns the real property described above and so long as the said property is served by sewer service from the City of Mount Vernon through the Mount Vernon sewer system, shall bind the land and shall run with the land, binding the Property Owner's assigns, heirs, transferees, Successors in Interest and a
II who derive an interest therein.

6. **DEVELOPMENT STANDARDS.** The Development shall be constructed in accordance with the site plan as shown on Exhibit B and the site plan conditions of approval of the Skagit County Planning and Permit center



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The Development shall meet urban development standards for fire flow, access, turning radiuses, and fire hydrant spacing.

7. **RECORDATION.** This Agreement shall be recorded in the Skagit County Auditor's Office and shall be referenced upon any deed or other instruments conveying an interest in said property.

8. **ENFORCEMENT.**

A. Either party may enforce this Agreement through any means available at law or equity, including by an action seeking specific performance.

B. Skagit County shall be the venue of any lawsuit arising out of this Agreement. Washington law shall govern the interpretation of this Agreement. This agreement shall not be subject to the provisions of Title 62A RCW, it being the intent of the parties that the common law of Washington shall be utilized to interpret this Agreement.

C. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

D. This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.

By: Ernest J. Ward
Property Owner

By: _____
Property Owner

Dated in Mount Vernon, Washington this day of , 1/13/03

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I, the undersigned, a Notary Public, do hereby certify that on this 13TH day of JANUARY, 2003, personally appeared before me,

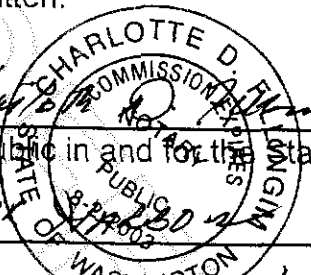
ERNEST J. WARD, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of said



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Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the State of Washington, residing

in OAK OAK
My commission expires 8/17/03

CITY OF MOUNT VERNON, a Municipal Corporation

By: John W. Buckley
Authorized Agent for the City of Mount Vernon

STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

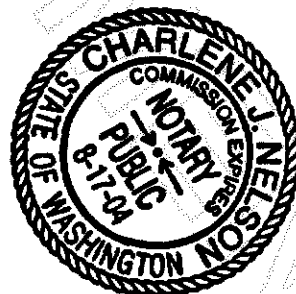
I, the undersigned, a Notary Public, do hereby certify that on this 24 day of January, 2003, personally appeared before me, John W. Buckley, Acting as an Authorized Agent for the City of Mount Vernon, a Municipal Corporation, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Charlene J. Nelson
Notary Public in and for the State of Washington,

residing in Mount Vernon

My commission expires 8-17-2004



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Exhibit A

The South 307 feet of the North 799.5 feet of that portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 34 North, Range 4 East, W.M., lying East of the Great Northern Railway right of way, EXCEPT State Highway and ditch rights of way.

Situate in the County of Skagit, State of Washington.

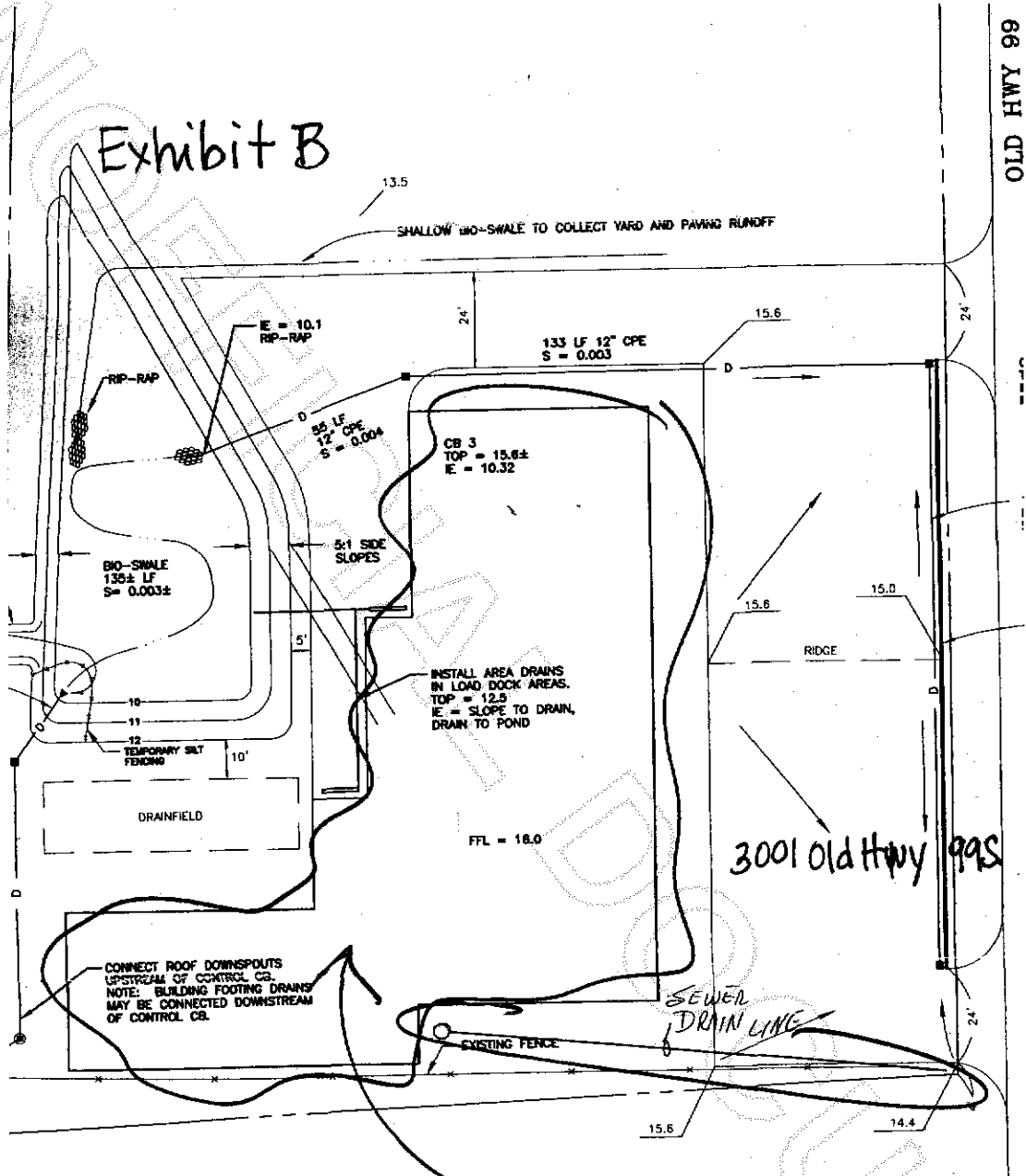
SUBJECT TO: Easement in favor of Pacific Telephone and Telegraph Company recorded March 1, 1929, in Volume 150 of Deeds, page 290; Fence line encroachment as set forth in Survey recorded May 4, 1982, under Auditor's File No. 8205040021.



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Exhibit B



CONNECT ROOF DOWNSPOUTS
UPSTREAM OF CONTROL CB.
NOTE: BUILDING FOOTING DRAINS
MAY BE CONNECTED DOWNSTREAM
OF CONTROL CB.

VACANT

CONNECT
VALLEY
ELEV



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