



200305150126

Skagit County Auditor

5/15/2003 Page 1 of 6 3:08PM

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. **Norris, Lewis E and Norris, Marcia E., husband and wife**
2. **Norris, Mae, as her separate estate**

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 SE ¼ of NW ¼ of Section 19, Township 35N., Range 5 E. WM**

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

**P39806**

**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. Mae Norris, as her separate estate for life, with the remainder in Lewis E. Norris and Marcia E. Norris, 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 "Schedule A-1", incorporated herein by reference
- legally described as follows:

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



200305150126  
Skagit County Auditor

**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.

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.



200305150126  
Skagit County Auditor

**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 2<sup>nd</sup> day of October, 2002.

OWNER(S):

CITY OF SEDRO-WOOLLEY  
A Washington Municipal Corporation

Mae Norris  
Mae Norris

By Deirdere Hallberg  
City Planner

Lewis E. Norris  
Lewis E. Norris

Marcia E. Norris  
Marcia E. Norris

Approved:  
[Signature]  
City Attorney

Approved:  
[Signature]  
City Engineer

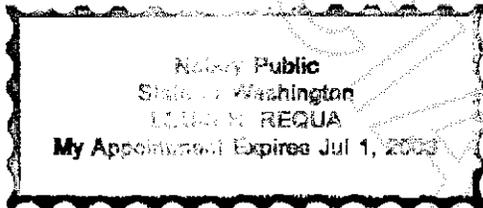


200305150126  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this day personally appeared before me MAR NORRIS,  
Lewis E. Norris and Marcia E. Norris to me known to be the  
individual described in and who executed the within and foregoing instrument, and  
acknowledged that ~~he~~<sup>they</sup> signed the same as ~~his~~<sup>their</sup> free and voluntary act and deed, for the uses  
and purposes therein mentioned.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of October, 2002.



Louis H. Regua  
Notary Public in and for the State of  
Washington, residing at Sedro-Woolley  
My Commission Expires: July 1, 2006  
Print Name Louis H. Regua

(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 Jeroldine Hallberg, to me know to be the City Planner  
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 31<sup>st</sup> day of January, 2003



Cheryl A. Brue  
Notary Public in and for the State of  
Washington, residing at Sedro Woolley  
My Commission Expires: 10-1-05  
Print Name CHERYL A. BRUE



200305150126  
Skagit County Auditor

Schedule "A-1"

G 1578-43682  
S-101625

DESCRIPTION:

PARCEL "A":

That portion of the East ¼ of the Northwest ¼ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the South right-of-way line of the County road along the South side of and parallel to the Great Northern Railway Company railroad through said subdivision and 1,206.0 feet East of the West line of said Section 19, measured at right angles thereto;

thence South 1°20' West parallel to the West line of said Section 19, 237.59 feet to the true point of beginning;

thence South 1°20' West 90.0 feet;

thence South 88°37' East 275.33 feet;

thence North 1°20' East 90.0 feet;

thence North 88°37' West 275.33 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast ¼ of the Northwest ¼ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the South line of said subdivision, which point bears South 89°52'30" East a distance of 1,206.00 feet from the West ¼ corner of said Section 19;

thence North 1°20'00" East a distance of 975.85 feet to the Southwest corner of that certain tract conveyed to James H. Duffy and Beatrice Duffy, his wife, by deed recorded June 22, 1956, under Auditor's File No. 537792, said point being the true point of beginning of this description;

thence South 88°37'00" East along the South line of said tract conveyed to Duffy, a distance of 275.33 feet;

thence South 23°28'31" East along the Westerly line of Meadow Lane Drive as conveyed to Skagit County by deed recorded under Auditor's File No. 604949, a distance of 34.52 feet;

thence North 89°52'30" West a distance of 289.85 feet;

thence North 1°20'00" East a distance of 36.82 feet to the true point of beginning.

Situate in County of Skagit, State of Washington.



200305150126

Skagit County Auditor