



200409210132
Skagit County Auditor

9/21/2004 Page 1 of 5 2:55PM

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. **Burnham, Jack D., as Trustee of the Jack Burnham Revocable Living Trust**
2. **City of Sedro-Woolley**

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

ORIGINAL

1. **City of Sedro-Woolley**
2. **Burnham, Jack D., as Trustee of the Jack Burnham Revocable Living Trust**

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

**Lot 5, "DEITER'S ACREAGE, SKAGIT CO., WASH."
aka Lots 1-4, Skagit County Short Plat No. PL02-0691**

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

P64947 / 3899-000-005-0003

**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. Jack D. Burnham as Trustee of the Jack D. Burnham Revocable Living Trust, owner of certain real property situated in Skagit County, Washington, (hereinafter "Owner").

2. Requested Approval. The Owner has applied to the Skagit County, Washington, for:

- ☐ City sewer service
- ☒ Approval of a short plat / subdivision / BSP / PUD
- ☒ Variance
- ☒ Other: Property located in unincorporated UGA of City of Sedro-Woolley

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

Lot 5, "DEITER'S ACREAGE, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 53, records of Skagit County, Washington, EXCEPT the West 288 feet thereof. Situate in the County of Skagit, State of Washington.

Also known as Skagit County Short Plat PL02-0691

4. Utility Service. The Owner agrees to connect the above-described real property to the City sanitary sewer upon request of the City Engineer or City Public Works Director as a condition of approval of its application, when sanitary sewer service is available to the property, and will pay when due all connection charges, facility improvement charges, service fees, future LID and ULID 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; provided that nothing in this agreement shall allow the Owner to connect to sanitary sewer prior to annexation without the express consent of the City. Sanitary sewer service is available when an appropriate sanitary sewer line is within 200 feet of the property. The obligations set forth herein are in addition to any other obligations and conditions of sewer service, and not in lieu or satisfaction thereof.

5. 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.



200409210132

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.

6. 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 7 (*LID/ULID Districts*) shall be a period of ten (10) years from the date hereof.



200409210132
Skagit County Auditor

7. 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.

8. 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.

9. 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.

10. 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 16 day of August, 2004.

OWNER(S):

CITY OF SEDRO-WOOLLEY
A Washington Municipal Corporation

Jack D. Burnham TTEE By Judy Lane
City Planner

Approved:

[Signature]
City Attorney

Approved:

[Signature]
City Engineer

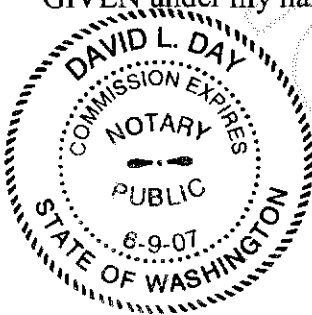


200409210132
Skagit County Auditor

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this day personally appeared before me Jack D. Burnham ^{as Trustee} and N.A., to me known to be the individual 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 16 day of August, 2004.



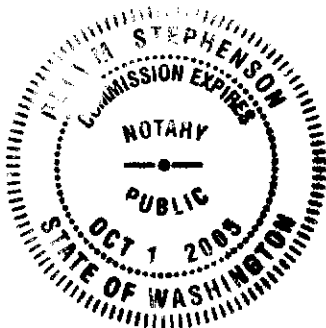
David L. Day
Notary Public in and for the State of
Washington, residing at Bon, WA
My Commission Expires: 6-9-07
Print Name DAVID L. DAY

(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 Lacy Lahr, to me know to be the 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 30th day of August, 2004.



Reta M. Stephenson
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 10-1-05
Print Name Reta M. Stephenson



200409210132
Skagit County Auditor