



201006210108

Skagit County Auditor

6/21/2010 Page

1 of

6 10:32AM

**RETURN TO:**

Attn: Director of Public Works/City Engineer  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

GUARDIAN NORTHWEST TITLE CO.

99884

**WAIVER OF PROTEST REGARDING ULID/LID  
WITHIN THE CITY OF SEDRO-WOOLLEY**

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

- 1. Martinez, Belen, a single individual**
- 2. Skagit Habitat for Humanity Inc, a Washington non-profit corporation**
- 3. Central United Methodist Church, a corporation**

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

- 1. City of Sedro-Woolley, a municipal corporation**

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

Lot 1, 2, 3, 4, "PLAT OF HABITAT VILLAGE SEDRO-WOOLLEY, WASHINGTON LP-8-08, as per plat approved June 24, 2009 and recorded July 9, 2009 as Skagit County Auditor's File No. 200907090068, a rerecording of Auditor's File No. 200907020125; TOGETHER WITH, a non-exclusive Easement for ingress, egress, utilities and drainage facilities and emergency vehicles, across and under those portions of Lot 5 delineated on the face of the plat.

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

**P128637 (1005 Polte Rd)**  
**P128638 (1007 Polte Rd)**  
**P128639 (1009 Polte Rd)**  
**P128640 (1011 Polte Rd)**

**WAIVER OF PROTEST REGARDING ULID/LID FOR DEVELOPMENT  
WITHIN THE CITY OF SEDRO-WOOLLEY**

(Must be recorded with the Skagit County Auditor)

THE UNDERSIGNED hereby agree as follows:

**1. Parties.** The Grantors to this agreement are: Belen Martinez, a single individual, Skagit Habitat for Humanity Inc, a Washington non-profit corporation, Central United Methodist Church, a corporation, owners, of certain real property situated in Skagit County, Washington, (hereinafter "Owner/s"). The Grantee is the City of Sedro-Woolley, a Washington Municipal Corporation.

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

- ☐ City sewer service
- ☐ Approval of a short plat / subdivision / BSP / PUD
- ☒ Variance: Frontage improvements
- ☐ Other: Condition of short plat in City UGA under former ordinance.

This waiver is given as a condition of approval of the long plat LP-8-08.

**3. Real Property.** This Waiver of Protest concerns the following described real property, situated in Skagit County, Washington, and legally described as follows:

Lot 1, 2, 3, 4, "PLAT OF HABITAT VILLAGE SEDRO-WOOLLEY, WASHINGTON LP-8-08, as per plat approved June 24, 2009 and recorded July 9, 2009 as Skagit County Auditor's File No. 200907090068, a rerecording of Auditor's File No. 200907020125; TOGETHER WITH, a non-exclusive Easement for ingress, egress, utilities and drainage facilities and emergency vehicles, across and under those portions of Lot 5 delineated on the face of the plat.

**5. LID/ULID Districts.**

**a.** The Owner/s hereby waives all rights to protest against future Local Improvement District (LID) or Utility Local Improvement District (ULID) proceedings of the City of Sedro-Woolley 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



201006210108  
Skagit County Auditor

For purposes of this waiver and power of attorney, "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 Owners 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/s hereby grants and conveys to the Public Works Director/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/s, 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/s 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/s.

**c.** The Owner/s 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 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.

**6. Enforcement.** If the Owner/s fails to perform in good faith in accordance with this instrument, it is agreed that the City of Sedro-Woolley 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, sewer service, and other utilities, and not in lieu or satisfaction thereof

**7. 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 Waiver of Protest and Special Power of Attorney.

**8. Successors in Interest.** This waiver and power of attorney, and the promises and powers granted herein, do constitute a covenant running with the land described above and shall be binding on the Owner/s, his heirs, assigns and successors in interest to such property, and that this document shall be filed for record in the office of the Skagit County Auditor.

In the event of a foreclosure or other acquisition of the real property described above (including, without limitation, by deed in lieu of foreclosure), this Waiver shall be recognized as binding upon the Beneficiary, the purchaser at the foreclosure sale, or any such subsequent owner (collectively referred to as "Purchaser"), except Beneficiary and Purchaser shall not be liable for any previous act or omission of Owner under this Waiver occurring prior to their acquisition of the real property.



**9. 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 permitting authority, hearing body, or shown on the face of the recorded plat or subdivision document, and are not in lieu thereof.

DATED this 11<sup>th</sup> day of May, 2010.

OWNER(S):

**Belen Martinez, a single individual**

Belen Martinez

**Skagit Habitat for Humanity Inc, a Washington Non-Profit Corporation**

By: Wayne Wegner  
Authorized Agent

**Central United Methodist Church, a Corporation**

By: [Signature] / Treasurer / Trustee  
Authorized Agent

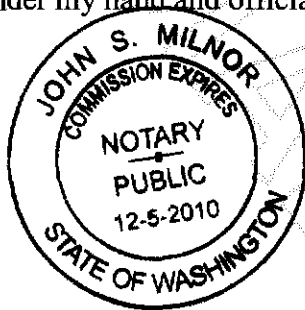


201006210108  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Belen Martinez, a single individual** 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 11<sup>th</sup> day of May, 2010.

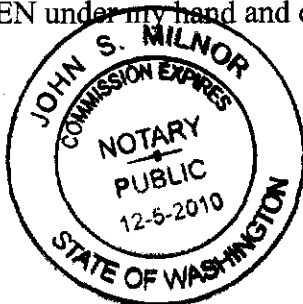


John S. Milnor  
Notary Public in and for the State of  
Washington, residing at Mount Vernon  
My Commission Expires: 12/5/2010  
Print Name John S. Milnor

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this day personally appeared before me Wayne Wegner, to me known to be the Authorized Agent of **Skagit Habitat for Humanity, Inc.**, a Washington **Non-Profit Corporation** described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same with full authority on behalf of said corporation, as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11<sup>th</sup> day of May, 2010.



John S. Milnor  
Notary Public in and for the State of Washington,  
residing at Mount Vernon  
My Commission Expires: 12-5-2010  
Print Name John S. Milnor

6/21/2010 Page 5 of 6 6:10:32AM

Skagit County Auditor

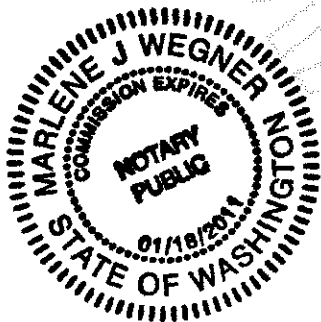
201006210108



STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this day personally appeared before me JAN KALLSHIAN, to  
me known to be the Authorized Agent of **Central United Methodist Church, a corporation**,  
described in and who executed the within and foregoing instrument, and acknowledged that  
he/she signed the same with full authority on behalf of said corporation, as the free and voluntary  
act and deed of said corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20<sup>th</sup> day of June, 2010.



Marlene J. Wegner  
Notary Public in and for the State of WASHINGTON  
, residing at Burlington  
My Commission Expires: 1/18/2011  
Print Name MARLENE J. WEGNER



201006210108

Skagit County Auditor