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07/29/2022 03:15 PM Pages: 1 of 7 Fees: \$209.50
Skagit County Auditor

Document Title:

Pre-Annexation Agreement, Agreement to Annex (UGA Private)

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. City of Burlington

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Burlington Congregation of Jehovah's Witnesses

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

The East 128 feet of the West half of the East half of Tract 24, "PLAT OF BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P62426

CITY OF BURLINGTON PRE-ANNEXATION AGREEMENT AGREEMENT TO ANNEX (UGA PRIVATE)

THIS ANNEXATION AGREEMENT is made and executed by and between the City of Burlington, a municipal corporation, hereinafter referred to as "Burlington" and Burlington Congregation of Jehovah's Witnesses, property owner of P62426, hereinafter referred to as "Party of the First Part."

RECITALS

WHEREAS, Party of the First Part is recorded owner of the following described property 20249 and 20257 Lafayette Road (P62426) located within Skagit County, Washington: SEE ATTACHMENT 'A' ; and

WHEREAS, said property lies within one mile of the present corporate boundary of Burlington, but is not contiguous thereto; and

WHEREAS, it is the desire of the Party of the First Part that said property be served with sewer service from Burlington and hereby makes application therefore, or is already served by City utilities; and

WHEREAS, Section 13.04.050 of the Burlington City Code requires that an Agreement be executed whereby the owner of the above described property covenants that they would annex said property to Burlington at such time as the property becomes contiguous to the corporate boundaries of Burlington, or is otherwise eligible for annexation to Burlington; and

WHEREAS, it is appropriate that the Party of the First Part grant to the Burlington Public Works Director, successor in interest or designee, a special power of attorney to effect said annexation at the time the property becomes contiguous to Burlington or is otherwise eligible for annexation to Burlington.

THEREFORE, IT IS AGREED BETWEEN THE PARTIES as follows:

1. That Burlington hereby provides sewer service to the above described property in accordance with Title 13 of the Burlington Municipal Code.
2. In consideration of Burlington providing said utility service, the Party of the First Part hereby grants and conveys to the Burlington Public Works Director or his successor in interest or designee a Special Power of Attorney to exercise any and all rights said Party of the First Part, their heirs or assigns and any successors in interest to said Party of the First Part, 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 to Burlington 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 Burlington for annexation of property to the City of Burlington with zoning consistent with the ordinances of the City of Burlington and with the condition that Party of the First Part or its Successors in Interest will be required to assume no more than a fair share of Burlington's bonded indebtedness.
- (c) The Party of the First Part agrees to pay all prescribed fees and charges for connection to the sewer service.
- (d) To construct any connection to the Burlington sewer service in accordance with City plans and specifications and under the supervision of the director of public works, without cost or expense to the City.
- (e) To not allow any additional property to be served by the connection until the owner of such additional property has executed a similar agreement.
- (f) To allow the City to disconnect the sewer serving the property from the City's system in the event that the terms and conditions of this agreement are not faithfully kept and performed, and authorize the director of public works, designee or successor in interest to enter upon the premises of such property owner to accomplish such disconnection.
- (g) 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 and/or water facilities through Burlington or Burlington's utility facilities.

3. If Burlington resolves to annex the above-described property pursuant to RCW 35A.14.295-.299, the Party of the First Part 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

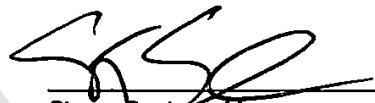
described above and so long as the said property is served by sewer and/or water service from the City of Burlington through the Burlington water or sewer system, shall bind the land and shall run with the land, binding the Party of the First Part's assigns, heirs, transferees, Successors in Interest and all who derive an interest therein.

4. This agreement is effective upon the date of the last signature of both the grantor and grantee.


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.

INTRODUCED, passed and approved at a regular meeting of the City Council this 14th day of July, 2022.

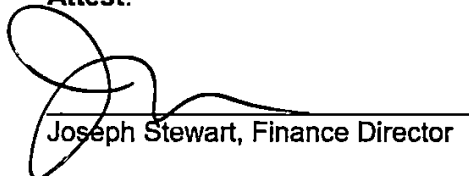
CITY OF BURLINGTON


Steve Sexton, Mayor

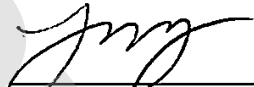
Party of the First Part:


Burlington Congregation of Jehovah's Witnesses
by Harry Sweet SECRETARY
Print Name and Title

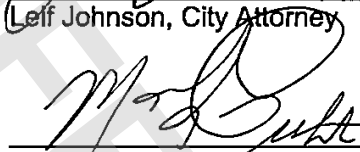
Attest:


Joseph Stewart, Finance Director

Approved as to form and legality:



Leif Johnson, City Attorney



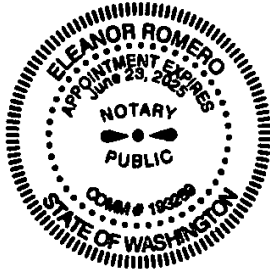
Marv Pulst, Public Works Director


(STATE OF WASHINGTON)

(COUNTY OF SKAGIT)

On this 25th day of July, 2022, personally
appeared before me Harry Sweet,
known to be the individual(s) described, and who executed the foregoing
instrument and acknowledged that they signed the same as their free and
voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.





Notary Public in and for the State of Washington,
residing in Skagit County
My commission expires 6/23/2025

Page 1 – ATTACHMENT "A"

File Number: JM1761

Statutory Warranty Deed

THE GRANTORS RANDAL S. JOHNSON, PHILLIP SIEMENS AND TIM SILVAS AS TRUSTEES FOR BURLINGTON CONGREGATION OF JEHOVAH'S WITNESSES for and in consideration of MERE CHANGE OF IDENTITY WITHOUT CONSIDERATION in hand paid, conveys and warrants to BURLINGTON CONGREGATION OF JEHOVAH'S WITNESSES, BURLINGTON WASHINGTON, a Washington non-profit corporation the following described real estate, situated in the County of Skagit, State of Washington:

The East 128 feet of the West half of the East half of Tract 24, "PLAT OF BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington.

Subject to matters of record:

Tax Parcel Number(s): P62426

Dated 5-6-2014

Randal S. Johnson

Phillip Siemens

Tim Silvas

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20141558
MAY 08 2014

STATE OF Washington)
COUNTY OF Skagit) SS:

Amount Paid \$0
By Skagit Co. Treasurer
Deputy

I certify that I know or have satisfactory evidence that Randal S. Johnson, Phillip Siemens and Tim Silvas are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Trustees, of the Burlington Congregation of Jehovah's Witnesses to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 5-6-2014

Signed Name:

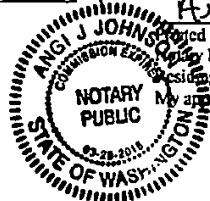
Notary Public in and for the State of

Washington

Residing at

SKAGIT CO.

My appointment expires:

3-29-2015

201405080064

Skagit County Auditor
6/8/2014 Page

2 of

2 3:21PM

\$73.00

Page 2 – ATTACHMENT “A”

