

Return Address:

**AGREEMENT FOR DEFERRAL OF IMPROVEMENTS
With L.I.D. Waiver**

THIS AGREEMENT made and entered into on the ____ day of _____, 200____, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and _____, hereinafter referred to as “Property Owner(s)”,

WITNESSETH:

WHEREAS, the Property Owner(s) is (are) the owner(s) of real property in the City of Auburn, County of _____, State of Washington, located at _____ and described as and shown on Exhibit A, attached hereto; and,

WHEREAS, the Property Owner(s) desire(s) to make certain improvements or develop the above-referenced property; and,

WHEREAS, in connection with the improvement or development of such property, certain street-public works improvements would need to be made or otherwise provided for; and,

WHEREAS, the Property Owner(s) desire(s) to defer those street-public works improvements to a later time, and has (have) requested agreement by the City for such deferral.

NOW THEREFORE, based upon good and valuable consideration, the sufficiency of which is hereby acknowledged, **IT IS AGREED** as follows:

1. DELAY OF IMPROVEMENTS

In connection with this agreement, and in connection with the development and/or improvement to the land of the Property Owner(s), the City agrees to allow the Property Owner(s) to delay the making, constructing, installing and providing for the street-public works improvements identified and set forth in paragraph 4 of this agreement.

2. CONSTRUCTION OF IMPROVEMENTS

The Property Owner(s) hereby agree and covenant that he/she/they shall construct or caused to be constructed the deferred improvements described below at his/her/their expense upon determination by the City of Auburn that the improvements have become necessary, or in event the City determines to construct the improvements as part of a public works project, then the property owner, or owners, shall make payment to the City of Auburn of the pro-rata share of the cost of the project, including but not limited to engineering, construction, inspection and other project related expenses, which benefits the property of the Property Owner(s), described on Exhibit "A" attached hereto and incorporated herein by this reference. In the event that said property is subdivided in the future, the Property Owner(s) agree to include as a condition of sale and/or a restrictive covenant the condition that the obligations to make, construct, install or provide for the street-public works improvements identified and set forth in paragraph 4, below, shall apply to the subdivisions and future sales of portions of the property identified on Exhibit "A", and that the aforesaid pro-rata fair share of each portion of the property shall be computed by dividing the total assessment applicable to the original parcel amongst the subdivided lots on an area basis.

It is further provided that in consideration of the benefits hereof, should the City wish to pursue the identified improvements through a Local Improvement District (LID) project, the Property Owner(s) hereby waive(s) all rights to protest the formation of such LID for the construction of said improvements. For purposes of this Instrument, "rights of protest" shall mean only those formal rights to protest contained within the LID statutes, except, however, nothing herein shall constitute a waiver by the Property Owner(s) or the heirs, assigns or successors in interest of the Property Owner(s), of the right to object to the individual assessment amount or to appeal to the Superior Court for the County in which the property is located the decision of the Council affirming the final assessment role, which rights are specifically preserved.

3. NOTICE AND TIME OF CONSTRUCTION

The obligation of the Property Owner(s) to make, construct, install and provide for the street-public works improvements described and set forth in paragraph 4, below, shall arise upon not less than thirty (30) days prior written notice to the Property Owner(s) by the City. The time by which the Property Owner(s) shall make, construct, install or provide for said improvements shall be not later than six (6) months after the written notice by the City. If the Property Owner(s) fail to make, construct, install or provide for the improvements, or otherwise arrange for the construction and installation of such improvements, then the City shall be entitled and authorized to make, construct, install or provide for such improvements and bill the Property Owner(s) for the costs incurred in connection therewith. Any such billing by the City to the Property Owner(s) shall be paid by the Property Owner(s) within sixty (60) days of the billing, unless other arrangements are made in advance.

4. DESCRIPTION OF IMPROVEMENTS

The improvements to be included in connection with this agreement shall be as follows:

5. NONEXCLUSIVE REMEDIES

In addition to any and all other remedies available to the City, at law or in equity, if the Property Owner(s) fail to make, construct, install or provide for the improvements, or otherwise arrange for the construction and installation of such improvements, then the City shall be entitled and authorized to make, construct, install or provide for such improvements and bill the Property Owner(s) for the costs incurred in connection therewith, and/or file a lien on the property of the Property Owner(s) for the amount of the City’s full costs and expenses therefor, and enforce the lien in accordance with legal process. Any such billing by the City to the Property Owner(s) shall be paid by the Property Owner(s) within sixty (60) days of the billing, unless other arrangements are made in advance.

6 BINDING ON HEIRS, ASSIGNS

This agreement shall be binding on the heirs, assigns and successors in interest of the parties hereto, and the obligations hereunder shall run with the land described in Exhibit “A”.

7. CONSTRUCTION AND VENUE

This agreement shall be construed in accordance with the laws in the State of Washington. In the event of any litigation regarding the construction or effect of this agreement, or the rights of the parties to this agreement, it is agreed that venue shall be in _____ County, Washington.

8. COSTS TO PREVAILING PARTY

In the event that either party initiates any action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to reasonable costs and attorneys fees.

9. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This

EXHIBIT "A"
LEGAL DESCRIPTION