

**FILED FOR RECORD AT THE REQUEST OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT - WAIVER OF PROTEST  
AND SPECIAL POWER OF ATTORNEY - (LID/ULID)**

**THIS INSTRUMENT is entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and  
between the CITY OF \_\_\_\_\_, a municipal corporation, hereinafter referred to as the  
“CITY”, and \_\_\_\_\_, hereinafter referred to as the “OWNER”.**

**WITNESSETH:**

**WHEREAS**, the OWNER holds record title to the following described property located  
within \_\_\_\_\_ County, Washington:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

**and**

**WHEREAS**, the CITY has required as a condition of approval of the OWNER’s site plan for  
said property that the OWNER participate in the construction of certain utilities and/or street  
improvements as they directly relate to said property and the OWNER desires that said requirement  
be delayed until projects are formulated for the joint participation of other affected owners.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows:

1. The CITY will delay its requirement for the immediate participation by the OWNER  
in the construction of certain utilities and/or street improvements, subject to the conditions set forth  
hereinafter.
2. The OWNER will financially participate in the following utility and/or street projects  
on an equitable basis with other affected property owners:

- \_\_\_\_\_ Sanitary sewer system improvements;
- \_\_\_\_\_ Storm water system improvements;
- \_\_\_\_\_ Street improvements;
- \_\_\_\_\_ Street lighting improvements;
- \_\_\_\_\_ Sidewalk improvements;
- \_\_\_\_\_ \_\_\_\_\_;

which improvements are more specifically described as follows:

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3. 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 said improvements described in Section 2 herein. For purposes of this Instrument, “rights of protest” shall mean only those formal rights to protest contained within the LID or ULID statutes, except, however, nothing herein shall constitute a waiver by the OWNER or the OWNER’s heirs, assigns or successors in interest, of the right to object to the OWNER’s 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.

4. The OWNER hereby grants and conveys to the City Engineer of the City of, 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 persons who may claim an interest in the property described hereinabove, to accomplish the following: At such time as a Local Improvement District or Utility Local Improvement 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.

5. If the OWNER fails to perform in good faith in accordance with this Instrument, it is agreed that the CITY may discontinue utility service to the property described herein, after giving 20 days notice thereof and an opportunity for hearing thereon, or may pursue other equitable or legal remedies.

6. The OWNER hereby declares that \_\_\_\_\_ 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.

7. This Instrument constitutes a covenant running with the land and shall be binding on all heirs, assigns, transferees, and successors in interest.

8. For purposes of compliance with RCW 35.43.182, the effective term of Instrument shall be a period of ten years from the date hereof.

**IN WITNESS WHEREOF** the parties hereto have caused this Instrument to be executed the day and year first hereinabove written.

**CITY OF**

**OWNER**

\_\_\_\_\_  
**City Engineer**

\_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**City Attorney**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the Consultant, the party(ies) who executed - *the corporation/company that executed* the within and foregoing instrument, and acknowledged said instrument to be his/her/their *the* free and voluntary act and deed *of said corporation/company*, for the uses and purposes therein mentioned, *and on oath stated that they were authorized to execute said instrument.*<sup>1</sup>

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<sup>1</sup> The *ITALICS* indicated where the notary acknowledgement may be adjusted to accommodate a corporate consultant. See RCW 64.08.060 and RCW 64.08.070.