



## City of Pacific

### WAIVER OF PROTEST AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ [ ] husband and wife, [ ] an unmarried person, [ ] a \_\_\_\_\_ corporation, [ ] a \_\_\_\_\_ partnership, [ ] a \_\_\_\_\_ limited partnership ("Developer") and the City of Pacific, a Washington municipal corporation ("City"). Developer and the City hereby agree as follows:

1. Property. Developer holds the fee simple to that certain real property located in the City of Pacific and legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"). [ ] Developer owns the property free and clear. [ ] Developer has granted a deed of trust in the property to \_\_\_\_\_. [ ] \_\_\_\_\_ holds a lien or other recorded interest in the property. Developer hereby represents and warrants that Developer has disclosed to the City all persons or entities holding an interest in or to the title of the Property.

2. Development. The Developer has applied to the City for permits to undertake the following activities on the Property that constitute "development" as defined in the City's Development Guidelines for Public Works Standards:

- [ ] Rezone of existing designation of \_\_\_\_\_ to \_\_\_\_\_.
- [ ] Building permit for \_\_\_\_\_.
- [ ] Platting of the Property for \_\_\_\_\_.
- [ ] Conditional Use Permit
- [ ] Other \_\_\_\_\_.

3. Improvements to Facilities. Developer hereby acknowledges and agrees that the City's approval of the Development will have a cumulative impact on the City's facilities systems in the area in which the Developer's property is located. The City anticipates that either a Local Improvement District ("LID") or Utility Local Improvement District ("ULID") shall be formed to complete the following improvements made to the facility system (Attach detailed descriptions of obligated improvements as exhibits):

- A. [ ] Road improvements. (Specify location and type)

- B.  Sanitary Sewer. (Describe routes along which the trunk sewer, sub-sewer and branches of trunk sewer system are to be constructed.)
- C.  Water system. (In the case of auxiliary water systems, or extensions thereof, or additions thereto for protection of the city or town or any part thereof from fire, set forth the routes along which the auxiliary water system or extensions thereof are to be constructed and the specifications of the structures or work necessary).
- D.  Undergrounding Utilities
- E.  Other \_\_\_\_\_

Developer hereby agrees that the Improvements to the facilities are reasonable necessary as a direct result of the Development and that the Property will directly benefit from the Improvements to the facilities.

4. Waiver of Right to Protest. Developer hereby agrees to participate in any LID or ULID which is formed for the purpose of completing the Improvements and hereby waives the right to protest the formation of any such LID or ULID. Developer retains the right to contest the method of calculating an assessment levied by such LID or ULID against the Developer's Property.

5. Duration. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of King County, Washington.

8. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Agreement arising out of or pertaining to this Agreement, including but not limited to filing suit, or requesting an arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceeding"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially nonprevailing party, in addition to such other relief as may be awarded.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in a writing signed by the party against whom enforcement of the modification is sought.

10. Waiver. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

11. Severability. If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

12. Recording. This Agreement shall be recorded with the \_\_\_\_\_ County Auditor's office within thirty (30) days of mutual acceptance.

13. Authority. If the Developer is a corporation, the Developer shall deliver to the City a certified Board of Directors Resolution authorizing the Developer entering into this Agreement within \_\_\_\_\_ (\_\_) days after the execution of this Agreement and shall provide evidence that it is a corporation duly organized, validly existing and in good standing in the State of Washington. This Agreement to be executed by Developer will be validly executed and delivered and will be binding upon the Developer. Developer hereby represents and warrants that the person or persons executing this Agreement have the requisite authority to bind the entity under which Developer is conducting its business. Any other persons having an interest in the Property have been disclosed by Developer and have validly executed this Agreement.

DEVELOPER

CITY OF PACIFIC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

LENDERS

LIENHOLDER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_ was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

My Commission Expires:

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_ was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

My Commission Expires:

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

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington, residing at

My Commission Expires:

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

This is to Certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ respectively of \_\_\_\_\_, the corporation that executed the foregoing instrument as the general partner of \_\_\_\_\_, a limited partnership and acknowledged the said instrument to be the free and voluntary act and deed of said corporation as said general partner for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

My Commission Expires: