

AFTER RECORDING, PLEASE RETURN TO:

1000
CITY OF MOUNTLAKE TERRACE
23204 - 58th AVE. WEST
MOUNTLAKE TERRACE, WA 98043-4697
ATTN: Joel Birchman

POWER OF ATTORNEY
AND AGREEMENT NOT TO PROTEST FORMATION OF
LOCAL IMPROVEMENT DISTRICT FOR STREET IMPROVEMENTS

WHEREAS, the City of Mountlake Terrace may grant to the undersigned property owners approval of a Short Plat hereto described conditional upon receiving the following; and

WHEREAS, the City of Mountlake Terrace has in its approval of the Short Plat concluded that the aforesaid action should not take effect unless or until the public roadway upon which the same directly abuts, shall be improved to the then minimum standards for the development of roadways within the City, including requirements existing at the time of approval, for paved streets, curbing and sidewalks, as more fully set forth in the "City of Mountlake Terrace 1988 Engineering Standards", which the undersigned property owners hereby acknowledge having read and reviewed; and

WHEREAS, the City of Mountlake Terrace has in its approval of the Short Plat concluded that the owners, with development of their property, will impact 55th Avenue with traffic generated by said development. To mitigate the off site impacts of the traffic, the owners shall participate in the cost of their fair share of the improvement of 55th Avenue between 236th Street Southwest and 237th Street Southwest (said improvements being as more fully set forth in the attached Exhibit "A"); and

WHEREAS, the undersigned property owners being cognizant of their opportunity to choose to construct said off site street improvements or of providing the appropriate bond and having determined to do neither at this time, hereby specifically elect to sign this Power of Attorney and Agreement not to Protest Formation of a local Improvement District for Street Improvements and present this document to the City of Mountlake Terrace as a reasonably equivalent guarantee that the improvement to the public right-of-way contemplated herein could and would be installed at the expense of the property owners or assigns.

NOW, THEREFORE, for and in consideration that the action of the City of Mountlake Terrace referred to above shall become effective without requiring the present installation of all improvements as set forth on Exhibit "A", the property owners jointly and severally hereby (1) do by these presents make, constitute and appoint the City of Mountlake Terrace, a Municipal corporation, the property owners' true and lawful attorney for them in their name, place and stead and as an irrevocable proxy to cast a vote for approval of any local improvement district hereafter to be formed by the City of Mountlake Terrace or its successors for the improvement of 55th Avenue West in accordance with the improvements set forth on Exhibit "A" or for any one or combination of said improvements. The power hereby granted shall continue for ten years of until all improvements in Exhibit "A"

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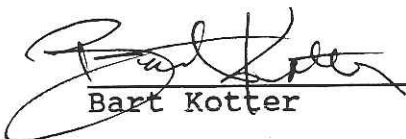
are in place, whichever occurs first; (2) further agree(s) not to protest formation of any such Local Improvement District. Provided, a property owner may protest any portion of an LID which contemplates improvements not expressly included within Exhibit "A". Provided further the parties specifically agree that the property owner reserves the right to challenge in accordance with state law the amount of an L.I.D. assessment placed against the property subject to this Power of Attorney. This Agreement and Power of Attorney shall be a conveyance of an irrevocable interest in land and the said property owners do by these presents convey to the City of Mountlake Terrace such limited interest in the real property described in Exhibit "B".

This Agreement and Power of Attorney shall be a covenant to run with the fee title to the above-described real property for ten years from the date of this agreement; provided, the city shall deliver a signed release of this Agreement and Power of Attorney after installation of all the contemplated improvements shall have been completed, and if done by Local Improvement District, after transmittal of the final assessment roll to the County of Snohomish pursuant to law.

The undersigned Owners do hereby warrant that the person names as "property owner" on the signature lines below are all of the persons or entities having any interest in the aforesaid relay property and that they have full power to grant this Agreement and Power of Attorney

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals this 6 day of Sept., 1990.

Property Owner:


Bart Kotter


Elizabeth Kotter

NoPrtst.PWR



Elizabeth Kotter & Bart Kotter
Signed this document in my
presence 9-6-90

Mary L. Davis
Notary Public
Residing at Edmonds

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EXHIBIT "A"

That the entire width of 55th Avenue West, beginning at the center line of 236th street Southwest South along 55th Avenue 270 feet to the end of the existing dedicated public rights-of-way, all to be improved by design and construction engineering, clearing, excavating, grading, shaping, ballasting, and paving with asphaltic concrete to an approximate width of 32 feet, measured from face of curb to face of curb, constructing and installing Portland Cement concrete curbs, gutters, and 5 foot sidewalks, installing storm drainage, pavement markings, illumination, signing, slope protection, modifications and improvements to the water systems, including fire hydrant installation and relocations, adjusting valve boxes to grade, and relocation of water meters, modifications to the sanitary sewer system, including adjustment to grade and extending sewer laterals and acquiring all additional rights-of-way, as may be required.

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EXHIBIT "B"

That portion of northeast quarter of southwest quarter of Section 33, Township 27 North, Range 4 East, W.M., described as follows:

Beginning at the northwest corner of northeast quarter of southwest quarter of said Section 33;
thence south $88^{\circ}47'17''$ east 30 feet;
thence south $00^{\circ}03'33''$ west 270 feet to true point of beginning;
thence south $00^{\circ}03'33''$ west 120 feet;
thence south $88^{\circ}48'41''$ east 301.35 feet;
thence north $00^{\circ}03'57''$ east 120 feet;
thence north $88^{\circ}47'17''$ west 301.37 feet to true point of beginning;
EXCEPT the west 170 feet thereof.

NoPrtst.PWR

DEAN V. WILLIAMS
TOWNSHIP CLERK
TOWNSHIP 27 NORTH
RANGE 4 EAST
W.M.

90 SEP 11 P4 21

REC'D