

RECORDED

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POWER OF ATTORNEY

DEAN V. WILLIAMS, AUDITOR  
SNY HOMISH COUNTY, WA  
AND AGREEMENT NOT TO PROTEST FORMATION OF  
LOCAL IMPROVEMENT DISTRICT FOR STREET IMPROVEMENTS

DEPUTY

*Linda Russell*

WHEREAS, the City of Mountlake Terrace may grant to the undersigned property owners approval of a Site Development Plan Approval hereto described conditional upon receiving the following; and

WHEREAS, the City of Mountlake Terrace has in its approval of the Site Development Plan 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 Site Development Plan concluded that the owners, with development of their property, will impact 52nd 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 50th Avenue between 212th Street SW and 216/217th Street SW (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 50th Avenue West in accordance with the improvements set forth on Exhibit "A" or for any one or combination of the said improvements. The power hereby granted shall continue for ten years of until all improvements in Exhibit "A" are in place, whichever occurs first; (2) further agree(s) not to protest formation of any such Local Improvement

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CITY OF MOUNTLAKE TERRACE  
23204 - 58th AVE. WEST  
MOUNTLAKE TERRACE, WA 98043-4697

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 26<sup>th</sup> day of March, 1990.

Property Owner:

Larry J. Sundquist  
Larry J. Sundquist

Dennis M. Salisbury  
Dennis M. Salisbury

Diane Y. Sundquist by Larry J. Sundquist  
Diane Y. Sundquist  
by Larry J. Sundquist her attorney in fact  
Catherine R. Salisbury  
Catherine Salisbury

nonptst



EXHIBIT "A"

That the Westerly one half of 50th Avenue West, beginning at the center line of 212th Street SW South along 50th Avenue 232 feet; the Easterly one half of 50th Avenue West, beginning 210 feet south of the center line of 212th Street SW South along 50th Avenue West 120 feet: the Westerly one half of 50th Avenue West, beginning 880 feet South of the center line of 212th Street SW South along 50th Avenue West 150 feet; and the entire roadway section of 50th Avenue West, beginning 920 feet South of the center line of 212th Street SW to the center line of 216th Place SW/217th Street SW, all to be improved by excavating, grading, shaping, ballasting, and paving with asphalt concrete to an approximate width of 16 feet, measured from the center line of the road to the face of the curb, constructing and installing Portland Cement concrete curbs, gutters and a 5 foot sidewalk, installing storm drainage, pavement marking, 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 of manholes to grade and extending existing sewer laterals and acquiring all additional right-of-ways, as may be required.

exbita

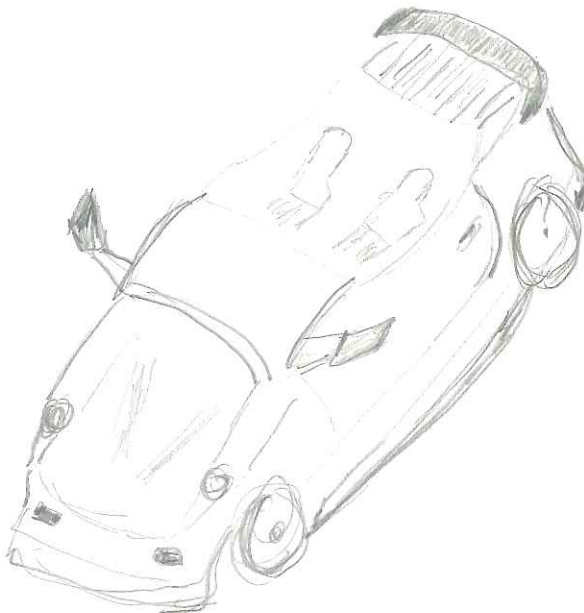


EXHIBIT "B"

All that portion of the east half of the northwest quarter of the northeast quarter of Section 28, Township 27 North, Range 4 East, W.M., described as follows:

Beginning at the northwest corner of said east half, thence south 330 feet to the true point of beginning;  
thence south 132 feet;  
thence east 330 feet;  
thence north 132 feet;  
thence west 330 feet to the true point of beginning.

Except the west 20 feet conveyed to Snohomish County by Quit Claim Deed recorded February 1, 1916 under Auditor's File #217887.

Situate in the County of Snohomish, State of Washington.

# GENERAL ACKNOWLEDGMENT

NO 201

State of Washington }  
County of Snohomish } SS.



On this the 26<sup>th</sup> day of March 1990, before me,

Deborah Ann Bladen Bibbins

the undersigned Notary Public, personally appeared

Larry J. Sundquist

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) \_\_\_\_\_ is subscribed \_\_\_\_\_  
within instrument, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed

WITNESS my hand and official seal.

Deborah Ann Bladen-Bibbins  
Notary's Signature

CITY OF MOUNTLAKE TERRACE  
23204 - 58TH AVE. WEST  
MOUNTLAKE TERRACE, WA 98043

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# ATTORNEY-IN-FACT ACKNOWLEDGMENT

NO 204

State of Washington }  
County of Snohomish } SS.



On this the 26<sup>th</sup> day of March 1990,  
before me, the undersigned Notary Public, personally appeared

Larry J. Sundquist (name of attorney in fact),

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument as attorney

in fact of Diane Y. Sundquist (name of

person not appearing before Notary), the principal, and acknowledged to me

that he (he/she) subscribed the principal's name thereto and

his (his/her) own name as attorney in fact.

WITNESS my hand and official seal.

Deborah Ann Bladen-Bibbins  
Notary's Signature

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