

From: [Marvin Lee](#)
To: [Jessica Simulcik Smith](#)
Subject: [EXTERNAL] Waiver of Right to Object
Date: Friday, June 08, 2018 11:11:43 AM
Attachments: [Waiver of Right to Object - Street Vacation.docx](#)

This is being offered to the City of Shoreline contingent on the passage of the ordinance to approve my application to vacate a portion of the ROW coming before the City Council on their June 11th agenda. This will ensure the City that as the adjacent property owners to the remaining 30X120 ROW we will not raise an objection to override whatever future plans are made for that remaining portion.

Thanks,

Marv

WHEN RECORDED MAIL TO:

CITY OF SHORELINE
Attn: Public Works – Engineering
17500 Midvale Avenue N
Shoreline, WA 98133-4905

WAIVER OF RIGHT TO OBJECT AGREEMENT

THIS WAIVER OF RIGHT TO OBJECT AGREEMENT is entered into this ____ day of _____, 2018, by and between the City of Shoreline, a municipal corporation, hereinafter referred to as the “City,” and Marvin D Lee and Norma L. Lee, husband and wife, hereinafter referred to collectively as the “Owner.”

WHEREAS, the Owner holds record title to the following described property located with the City of Shoreline, King County, Washington:

Lot 8, Block 4, the Richmond Reserve Addition, according to the Plat therefor recorded in Volume 16 of Plats, Page 48, Records of King County.

King County Tax Parcel ID 7284900270

Hereinafter referred to as the “Property;” and

WHEREAS, Owner filed a petition for the vacation of a portion of 25th Avenue NW, referenced by file number PLN18-0009; and

WHEREAS, as a condition of approval of the Owner’s petition for vacation, the City has required the Owner to execute a Waiver of Right to Object Agreement in regards to any future City-initiated vacation of 25th Avenue NW.

NOW THEREFORE, it is hereby agreed between the City and the Owner as follows:

1. The Owner hereby waives all rights to object against any future City-initiated vacation of that portion of 25th Avenue NW abutting the Property. For the purpose of this Waiver of Right to Object Agreement, “rights to object” shall mean only those formal rights to object contained within Shoreline Municipal Code 12.17.040 and RCW 35.79.020, as amended, except, however, nothing herein shall constitute a waiver by the Owner or the Owner’s successors in interest, heirs, transferees, lessees, and assigns, of a right to object to any other future City-initiated vacation for which the Owner or the Owner’s successors in interest, heirs, transferees, lessees, and assigns may have under the law.

2. The Owner hereby declares that Marvin D. Lee and Norma L. Lee, husband and wife, are the sole owners of the Property and have full power to commit said Property to this Waiver of Right to Object Agreement.
3. This Waiver of Right to Object Agreement, and all of the terms, conditions, rights, and obligations herein contained, shall run with the land and be binding upon the Owner's successors in interest, heirs, transferees, lessees, and assigns.
4. If legal action is taken to enforce the provisions of this Waiver of Right to Object Agreement such action shall be taken in the King County Superior Court. If the City should prevail in any such legal action to enforce this Waiver of Right to Object Agreement, the person against whom the City prevailed shall pay all of the City's costs and expenses, including reasonable attorneys' fees, incurred in connection with the City's efforts to enforce this Waiver of Right to Object Agreement.
5. This Waiver of Right to Object Agreement is the entire agreement of the parties hereto. This Waiver of Right to Object Agreement may be terminated or amended by execution of a written agreement by the City and the Owner expressing their mutual agreement to terminate or amend this Waiver of Right to Object Agreement.
6. This Waiver of Right to Object Agreement, and any amendment, shall be filed and recorded with the King County Recorder by the Owner, at the sole expense of the Owner, so as to become part of the property records for the Property.
7. If, for any reason, any provision of this Waiver of Right to Object Agreement is held invalid or its application to any person or situation be declared invalid, such decision shall not affect the validity of the remaining portions of this Waiver of Right to Object Agreement or its application to any person or situation.

IN WITNESS WHEREOF, this Waiver of Right to Object Agreement is executed this ____ day of _____, 2018.

OWNER:

OWNER:

Marvin D. Lee

Norma L. Lee

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act for the uses and purposes set forth.

Dated this _____ day of _____, 2018.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and acknowledged that he/she signed and delivered this instrument as his/her and voluntary act for the uses and purposes set forth.

Dated this _____ day of _____, 2018.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____