

## INSTRUCTIONS FOR RECORDING A NO PROTEST AGREEMENT

The Cover Sheet and No Protest Agreement must comply with Washington State's "Standard Formatting Requirements for Recording Documents" document. These requirements and the Cover Sheet can be downloaded from <http://www.kingcounty.gov/depts/records-licensing/recorders-office/recording-documents.aspx>.

Do not fax this document because the fax header will contaminate the top border.

Prior to recording, bring the covenant to SDCI for review by the planner associated with your project.

Outlined below are some of the basic requirements.

1. Type or print clearly in black ink and have a clear 1-inch border on all four sides.
2. On the first page of the No Protest Agreement, fill in the full legal name of all owners on the first blank line and the complete legal description in the second line.
3. Each owner must sign the bottom of page 2 in the presence of a Notary Public, and have the Notary complete page 3. If there are more than two owners, make copies of page 2 and have the Notary complete them as needed.
4. Complete the Washington State Recorder's Cover Sheet. List your project number as the "Reference Number" and list all owners as the "Grantor(s)." Fill in the return address, grantee (City of Seattle), abbreviated legal description, and the tax parcel number.
5. Take the reviewed covenant to the King County Recorder's Office (500 4th Ave., Room 430) for recording. The Recorder's Office is open Monday – Friday, 8:30 a.m. – 3:30 p.m.
6. Return a copy of the recorded document with recording number stamp to SDCI to receive your permit.

# No Protest Agreement

WHEREAS, \_\_\_\_\_  
Hereinafter referred to as "Owner(s)", owns certain property within the City of Seattle legally described as follows:

WHEREAS, Owner(s) has applied for a permit(s) from the City of Seattle which will require, as a condition of approval of the permit(s), either that certain improvements be made to public rights-of-way or, in lieu of making the improvements, that the Owner(s) execute a covenant consenting to the formation of a local improvement district for the improvement of such rights of way; and

WHEREAS, Owner(s) has agreed to execute a covenant consenting to the formation of such a local improvement district in lieu of completing the improvements to the public rights of way adjacent to Owner's (Owners') property;

NOW THEREFORE, as a condition of issuance of applicable City permit(s) pursuant to Title 23 of the Seattle Municipal Code and in lieu of constructing certain public right-of-way improvements, Owner(s) consent(s) to the formation of a local improvement district, hereafter formed by the City or other property owners for the improvement of the following right(s)-of-way or portions thereof:

Indicate Rights-of-Way:  _____  _____
Site Address:
Project Number:

Improvements which may be provided include:

The installation of all public facilities required to improve the street or alley to City design standards including grading, drainage, pavement, curb/gutter, sidewalk, streetlights, traffic signals, street trees and other necessary appurtenances. Such street or alley improvements shall not be limited to the half street or alley abutting the property for example, where no permanent street or alley improvements exists, the street or alley improvement shall be extended beyond the centerline a sufficient distance (10 foot minimum) to permit safe movement of traffic.

Owner(s) specifically waives his or her right to protest formation of a local improvement district under RCW 35.43.180.

This Covenant waives legal protest only to formation of a local improvement district and does not affect Owner's (Owners') rights to comment upon proposed public improvements or object to the owner's individual assessment therefore.

The City shall deliver a signed release of this Covenant to Owner(s) after completion of public improvements as described above and after transmittal of the final assessment roll to King County.

This Covenant shall be a covenant touching, concerning and running with the land and shall be binding on Owner's (Owners') heirs, assigns and successors in interest; however, in no event shall this Covenant be valid and binding after expiration often (10) years after the date of its execution.

IN WITNESS WHEREOF, Owner(s) has hereunto executed this Covenant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

DECLARATION:

Know all people by these presents that we the undersigned, owner(s) in fee simple [and contract purchaser(s)] of the land herein described do hereby consent to a covenant forming a local improvement district, and that said covenant is made with the free consent and in accordance with the desire of the owner(s).

NAME \_\_\_\_\_ NAME \_\_\_\_\_

NAME \_\_\_\_\_ NAME \_\_\_\_\_

STATE OF WASHINGTON, )  
 ) ss.  
County of \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the \_\_\_\_\_ of \_\_\_\_\_  
the Corporation that executed the within and 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 \_\_\_\_\_ is  
authorized to execute the said instrument and that the seal affixed is the corporate seal  
of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

No Protest Agreement