

UTILITY CONNECTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, between the City of Redmond, Washington, hereinafter referred to as “the City” and Jarosz Andrzej hereinafter referred to as “the owner”.

WHEREAS, the Owner is the owner of certain real property located in King County which is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner’s property is within the City limits of the City, and

WHEREAS, there is currently no City of Redmond Sewer available within 200 feet of the parcel, and

WHEREAS, the City of Kirkland has an existing sewer main in 132nd Avenue NE, adjacent to the property, and

WHEREAS, the Owner desires to connect to the City of Kirkland sewer system, and the City of Kirkland and the City of Redmond are willing to allow connection only upon certain terms and conditions, now, therefore,

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described on Exhibit A and is authorized to enter into this agreement.
2. Connection Authorized. The City of Redmond hereby authorizes the Owner to connect to the City of Kirkland sewer system to temporarily serve the existing single-family home located at the following address:

8322 132nd Avenue N.E.

3. Purpose. The purpose of this Agreement is to provide for temporary sanitary sewer service to the Andrzej Property through connection to Kirkland’s sewer system. Temporary sanitary sewer will only be allowed if Redmond’s sewer system has not yet been extended to a location at which the Andrzej Property may connect (within 200’). All construction shall be accomplished at the owner’s sole cost and expense. The owner of the Andrzej Property shall obtain any necessary permits from

Kirkland to make the connection and shall obtain Kirkland's approval of plans for the connection.

4. Future connection to Redmond. Any future development of the Andrzej Property will require connection to the City of Redmond sanitary sewer system. If Redmond's sewer system is extended to within 200' of the Andrzej Property, the Andrzej Property shall connect to Redmond's system upon sale of the Andrzej Property or as a condition of any future permit for addition to or remodel of the Andrzej Property.
5. Andrzej Property to be a Redmond Customer. The Andrzej Property shall at all times be a Redmond sanitary sewer customer and subject to Redmond's rates and charges, including connection charges. Kirkland shall not bill the Andrzej Property directly for sanitary sewer service.
6. Redmond to compensate Kirkland. Redmond shall pay to Kirkland twenty percent (20%) of the local collection component of Redmond sewer service charge for the Andrzej Property as compensation to Kirkland for transmission of the Andrzej Property's sanitary sewage to King County for treatment and disposal. Redmond shall report flows for the Andrzej Property to King County and pay the regional wastewater treatment charges for the Andrzej Property's sanitary sewage. Payment to Kirkland shall be made annually in a lump sum payment by January 31 for the prior year's sewer charges.
7. Kirkland Sewer Capital Facility Charge (SCFC). The Andrzej Property shall pay the applicable Kirkland SCFC to the City of Kirkland prior to issuance of a side sewer permit for the Andrzej Property.
8. Redmond Connection Charges. City of Redmond connection charges shall be paid at the time of connection to the sewer whether it is Redmond's sewer or Kirkland's sewer.
9. Duration. This Agreement shall take effect on the date the last party signs the same and shall terminate upon disconnection of the Andrzej Property from the Kirkland Main and connection to Redmond's future Main.
10. Costs. Owner will pay all costs of designing, engineering and constructing the connection to Kirkland sewer and any future extension for connection to Redmond sewer as required by Condition 3, above. All construction shall be done to City standards and according to plans approved by the City's Public Works Department. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.
11. Land Use. The Owner agrees that this agreement is only applicable to provision of service to the existing single-family home on the described property.

- 12. Liens.** The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. For the extension of sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended.
- 13. Termination for Non-Compliance.** In the event Owner fails to comply with any term or condition of this agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.
- 14. Specific Enforcement.** In addition to any other remedy provided by law or this agreement, the terms of this agreement may be specifically enforced by a court of competent jurisdiction.
- 15. Covenant.** This agreement shall be recorded with the King County Recorder and shall constitute a covenant running with the land described on Exhibit A, and shall be binding on the Owner, his or her heirs, successors and assigns. All costs of recording this agreement with the King County Recorder shall be borne by the Owner.
- 16. Attorney's Fees.** In any suit or action seeking to enforce any provision of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other remedy provided by law or this agreement.

DATED this _____ day of _____, _____.

CITY OF REDMOND

OWNER

Angela Birney, Mayor,

Jarosz Andrzej

ATTEST/AUTHENTICATED:

Cheryl Xanthos, MMC, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:_____

ACKNOWLEDGMENT

State of Washington
County of King

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be his/her free and voluntary act for the purposes mentioned in this instrument.

DATED this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires:_____

State of Washington
County of King

I certify that I know or have satisfactory evidence that Angela Birney signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

NOTARY PUBLIC

My commission expires:_____