

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, between the City of Redmond, Washington, hereinafter referred to as “the City” and _____ 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 not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City sewer system, hereinafter “the utility” and the City is willing to allow connection only upon certain terms and conditions in accord with Chapter 13.36 of the Redmond Municipal Code, as now enacted or hereinafter amended, 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. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner’s property from brief description
_____:

address

Service shall be provided by installing a side sewer as there will be no sewer main extended paragraphs 3 and 5 do not apply. (optional)

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. 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.

4. Permits – Easements. Owner shall secure and obtain, at Owner’s sole cost and expense, any necessary permits, easements and licenses to construct the extension,

including, but not limited to, all necessary easements, excavation permits, street use permits, and other permits required by King County.

5. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells and/or other City required capital facilities, the Owner agrees to turnover and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department.
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of _____ (__) years.

6. Connection Charges. The Owner agrees to pay the following charges, in addition to any costs of construction, as a condition of connecting to the City utility system (check applicable charges):

- _____ a) A utility hook-up fee of \$_____
- _____ b) Connection charges in accordance with Chapter 13.11 RMC
- _____ c) Other (specify)

7. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the City limits as such rates exist, or as they may be hereafter amended or modified.

8. Annexation. Owner understands that annexation of the property described on Exhibit A to the City will result in the following consequences:

- 1. King County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;

2. City of Redmond ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
3. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Redmond upon the effective date of annexation;
4. The property may be required to assume all or any portion of the existing City of Redmond indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
5. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
6. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's right to oppose annexation of the property to the City of Redmond, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney n fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexation. In the event that any property described on Exhibit A is subdivided into smaller lots, the purchaser of each subdivided lot shall be bound by the provisions of this paragraph.

9. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit A shall meet the following conditions:

- a. The use of the property will be restricted to (check one):
 - ☒ Single-Family
 - ☐ Commercial
 - ☐ Industrial
 - ☐ Multiple-Family

10. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for 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. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

11. 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.

12. 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.

13. 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.

14. 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,

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:_____