

RESOLUTION NO. R 2522

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY, THAT CERTAIN AGREEMENT BETWEEN THE CITY OF KIRKLAND, THE CITY OF BELLEVUE FOR THE PROVISION OF WATER AND SEWER SERVICES TO LOT 1, BLOCK 1, YARROW BAY DEPARTMENT DIVISION NO. 1.

WHEREAS, the owner of Lot 1, Block 1, Yarrow Bay Department Division No. 1, situate within the City of Kirkland, has requested water and sewer connection and service for said real property, and

WHEREAS, the City of Kirkland Water and Sewer Systems do not have facilities available within the area in which said real property is located, and to which said real property could connect, and

WHEREAS, the City of Bellevue Water System and the City of Bellevue Sewer System each have existing facilities within the public rights-of-way adjacent to said real property, and

WHEREAS, all parties agree that said real property may be temporarily connected to and served by the Bellevue Water and Sewer Systems until such time as the City of Kirkland Water and Sewer Systems extend their facilities into the area, and can provide such utility service to said real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland, as follows:

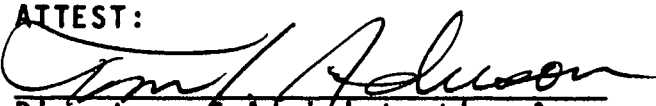
Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland, the City of Bellevue and J. Keith Payne as owner of the therein described real property, copy of which said agreement is attached to the original of this resolution, and by this reference incorporated herein.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 1st day of May, 1978.

SIGNED IN AUTHENTICATION thereof on the 1st day of May, 1978.


MAYOR

ATTEST:


Director of Administration &
Finance
(ex officio City Clerk)

AGREEMENT BETWEEN THE CITY OF KIRKLAND,
THE CITY OF BELLEVUE AND J. KEITH PAYNE

WHEREAS, the owner of the hereinafter described real property situate within the City of Kirkland has requested water and sewer connection and service for said real property, and

WHEREAS, the City of Kirkland Water System and Sewer Systems presently do not have facilities available within the area in which said real property is located, and to which said real property could connect and be provided with water and sewer service, and

WHEREAS, the City of Bellevue Water System and the City of Bellevue Sewer System each have existing facilities within the public rights-of-way adjacent to said real property and into which temporary connections could be made, and

WHEREAS, all parties agree that said real property may be temporarily connected to and served by the Bellevue Water and Sewer Systems until such time as the Kirkland Water and Sewer Systems have extended their facilities into the area, and can provide water service and sewer service to said real property,

NOW, THEREFORE, in consideration of the terms and agreements hereinafter set forth:

R-2522

1. The City of Kirkland and the City of Bellevue agree that the owner may connect the real property hereinafter described into and be served by the Bellevue Sewer System; and for so long as said real property is so connected to the Bellevue Sewer System, the occupants of said property shall be treated as customers of the Bellevue Sewer System for all purposes including the billing and collection of monthly service charges. Provided, however, that this arrangement shall continue pursuant to this agreement only until such time as the facilities of the City of Kirkland Sewer System may be extended into the general area in which the real property is situate, and at such time as a service connection for said real property shall be made to the City of Kirkland Sewer System, and said real property shall be disconnected from the Bellevue Sewer System.

2. The City of Kirkland and the City of Bellevue agree that owner may connect the real property hereinafter described into and be served by the Bellevue Water System; and for so long as the real property is so connected to the Bellevue Water System, the occupants of said property shall be treated as customers of the Bellevue Water System for all purposes including the billing and collection of monthly service and consumption charges. Provided, however, that this arrangement shall continue pursuant to this agreement only until such time as the facilities of the Kirkland Water System may be extended into the general area in which the real property is situate, and at such time, a service

connection for said real property shall be made to the City of Kirkland Water System and said real property shall be disconnected from the Bellevue Water System.

3. The owner of the hereinafter described real property agrees and covenants with the City of Kirkland, that said property shall be disconnected from the Bellevue Sewer System facilities at reconnected to the City of Kirkland Sewer System facilities at such time, after the Kirkland sewer facilities have been extended into the area within which said real property is located, as notice to make such connection to the Kirkland Sewer System is given by the City of Kirkland. Said owner further agrees and covenants with the City of Kirkland, that said property shall be disconnected from the Bellevue Water System facilities and reconnected to the City of Kirkland Water System facilities at such time, after the Kirkland water facilities have been extended into the area within which said real property is located as notice to make such connection to the Kirkland Water System is given by the City of Kirkland.

4. At the time that said real property shall connect into either the Kirkland Water System or Sewer System, there shall be paid to the City of Kirkland all connection charges, fees and assessments, as would be required to be paid for connecting said real property at that time to the particular City of Kirkland Utility System, notwithstanding the existence of this agreement; provided, however,

that the sum of said charges, fees and assessments shall be reduced by the amount, if any, paid by the owner, to the City of Bellevue, for the privilege of connecting to the said Bellevue Sewer System or Water System at the time that the temporary connection is made pursuant to this agreement. For the purposes of this agreement, the amount so required to be paid to the City of Bellevue for each of said temporary connections is hereby declared to be \$ _____ for sewer connection and \$ _____ for water connection.

5. It is the intention of all of the parties hereto that the obligations imposed upon the hereinafter described real property, and agree to and assumed by the owners thereof, shall run with the land; and a copy of this agreement shall be recorded as a public record in the office of the King County Department of Elections and Records.

6. The real property subject to this agreement is described as follows:

Lot 1, Block 1, Yarrow Bay Department Division No. 1, according to Plat thereof, records of King County, Washington, and situate in King County, Washington.

This agreement entered into this _____ day of _____, 1978, by and between:

OWNERS:

By _____

By _____

CITY OF KIRKLAND

By _____

CITY OF BELLEVUE

By _____

R-2522