

RESOLUTION NO. 2055

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE THREE CORNERS DEVELOPMENT, LLC OUTSIDE UTILITY AGREEMENT
(File: OUA 2022-001)**

WHEREAS, on December 13, 2022, the City Council of the City of Selah, WA. approved a municipal water Outside Utility Agreement (OUA) for petitioner Three Corners Development, LLC; and,

WHEREAS, the municipal water and sewer OUA is limited in scope to serve the future development of the two parcels located on property legally described in the OUA on the date of execution of this agreement. Any future division of the property, or the construction of additional structures on the property (if said property is not located within the City) shall require a new outside utility agreement or the amendment of this agreement.

This Outside Utility Agreement is subject to the following conditions:

1. Accept and sign the Irrevocable Property Covenant.

This agreement affects the following described properties, to wit:

PTN W1/2 NW1/4 SW1/4 NW1/4 LY S'LY OF CO RD R/W (CRUSHER CANYON ROAD)
(ASSESSOR'S PARCEL NO. 181302-23015) & Section 02 Township 13 Range 18 Quarter NW W1/2
SW1/4 SW1/4 NW1/4, EX S 137 FT (ASSESSOR'S PARCEL NO. 181302-23012)

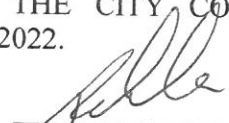
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorize to sign the Three Corners Development, LLC (OUA 2022-001) Outside Utility Agreement in the form as is attached hereto and incorporated herein by reference and that this resolution and the outside utility agreement to be recorded in the Office of the Yakima Auditor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of December 2022.

ATTEST:

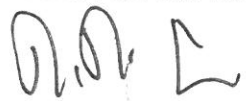


Dale E. Novobielski, Clerk/Treasurer



~~Sherry Raymond, Mayor~~
RUSSELL CARLSON,
MAYOR PRO TEMPORE

APPROVED AS TO FORM:



Rob Case, City Attorney

Return to: City of Selah
222 S. Rushmore Road
Selah, WA 98942

CITY OF SELAH OUTSIDE UTILITY AGREEMENT

I. PARTIES:

CITY OF SELAH, hereafter CITY; and,

OWNER, **THREE CORNERS DEVELOPMENT, LLC** a Washington limited liability company hereafter OWNER and assigns.

II. OWNER'S PROPERTIES:

(Assessor's Parcel No.: 181302-23012 and 181302-23015)

III. RECITALS:

1. The CITY owns and operates a municipal water and sewage utility. These utilities provide service to properties within the jurisdictional boundaries of the CITY.
2. OWNER applied to the CITY for municipal water and sewage service to the properties above described, which is currently outside the CITY's jurisdictional boundary, and in consideration of the furnishing of that service OWNER makes the following subjoined agreements.
3. The CITY is authorized to enter into agreements to provide service to properties outside its jurisdiction (Outside Utility Agreements) pursuant to Selah Municipal code 9.15.020.

IV. AGREEMENT:


1. OWNER agrees this outside utility agreement is appurtenant only to the properties above

described. Any future division of the properties shall require a new outside utility agreement or the amendment of this agreement.

2. OWNER shall pay, when due, to the CITY, all connection charges, service fees, plant investment fees, future local improvement district assessments, if any, and any and all other charges and fees required by law to be paid for the service of which OWNER applies.
3. OWNER shall take all necessary steps in cooperation with the CITY to obtain the approval of the Yakima County Boundary Review Board for the extension of utility service pursuant to the requirements of RCW 36.93.090(4).
4. OWNER agrees that any future new construction, or future alterations, additions or repair, shall conform to any and all then applicable construction and zoning codes and all required permits shall be obtained from CITY prior to the commencement of any work, all as if the properties affected by this agreement were situated in the CITY; provided, no permit fees shall be charged or collected by the CITY for any permit for which a fee is charged by Yakima County. The CITY is granted the right to make reasonable inspections at reasonable times of the subject properties, existing buildings, structures and improvements on the properties, if any.
5. OWNER shall comply with CITY laws concerning short platting and platting as if the properties affected by this agreement were situated within the boundaries of the CITY.
6. OWNER agrees to sign any and all offered petitions for annexation and any other documents requested by the CITY concerning annexation and OWNER agrees TO NOT OPPOSE the annexation of the properties herein previously described into the CITY.
7. OWNER agrees not to oppose the formation of any future water, sewer or street local improvement district (LID) which would benefit said properties herein previously described.
8. OWNER agrees that upon execution of this agreement that this agreement shall be recorded with the Yakima County Auditor, and shall constitute an agreement and covenant running with the properties and shall be binding upon the OWNER, his or her heirs, successors and assigns. Further, the OWNER shall affirmatively disclose to any prospective successor in interest to these properties that this agreement exists.
9. OWNER agrees that in the event of a sale or transfer of ownership of the properties affected by this agreement, OWNER will, as a condition of such sale or transfer, require the purchaser, or other new owner, to sign a duplicate of this Outside Utility Agreement.
10. OWNER agrees that the subject properties shall be developed to conform to the requirements of Selah Municipal Code Title 10 entitled "Zoning" and Title 11 entitled "Building Codes" together with any amendments to those Chapters preceding the development of the properties as if the properties were situated within the boundaries of the CITY.

11. In the event of breach by OWNER of any provisions of this agreement, the OWNER agrees that the CITY may, at its discretion, summarily terminate or disconnect service.

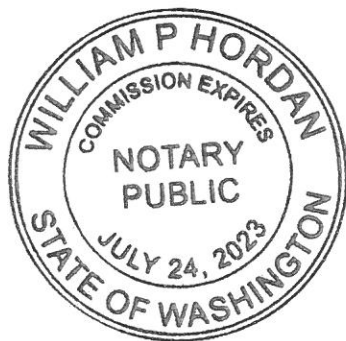
SIGNED BY OWNER this 25th day of OCTOBER, 2022.

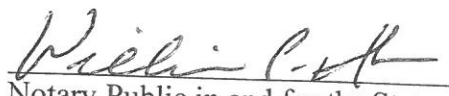

Patrick Shields, Manager of
Three Corners Development, LLC, a
Washington limited liability company

STATE OF WASHINGTON)
) ss.
County of Yakima)


I, the undersigned Notary Public, in and for the State of Washington, do hereby certify that on this 25th day of OCTOBER, 2022, personally appeared before me **Patrick Shields of THREE CORNERS DEVELOPEMNT, LLC, a Washington limited liability company** known to be the individual who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed.

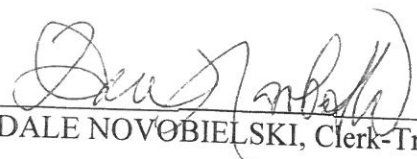
GIVEN under my hand and official seal this 25th day of OCTOBER, 2022.




Notary Public in and for the State of Washington
Residing at Yakima
My Commission expires: 7-24-23

SIGNED BY THE CITY this 13 day of NOVEMBER, 2022.


Sherry Raymond, Mayor
RUSSELL CARLSON,
MAYOR PRO TEMPORE


ATTEST: DALE NOVOBIELSKI, Clerk-Treasurer

**CITY OF SELAH CITY COUNCIL
STAFF REPORT**

Three Corners Development, LLC Outside Utility Agreement
December 13, 2022

FILE NO.: OUA-22-001

PROPOSAL: The applicant is requesting a sewer and water outside utility agreement to allow two vacant pieces of property approximately 7.31 acres in size located outside of the city limits to be served with city utilities thus allowing for future development of the subject property per SMC, Title 20, Chapter 20.190.

PROPONENT: Three Corners Development, LLC

LOCATION: Southeast of Crusher Canyon Rd. and Hales Dr.

HISTORY: The subject properties are designated as undeveloped land per the Yakima County Assessors Office, and appear to have been used off and on since 1992 or before as agriculture.

LAND USE

North: Vacant/Single-Family Residence
South: Single-Family Residence
East: Vacant/Single-Family Residence
West: Single-Family Residence/ Agriculture Building

ZONING:

All properties, within and outside the municipal boundary, are zoned Single-Family Residential.

SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN

The site and properties to the North, East, and West are designated Low Density Residential (*maximum 5 dwelling units per acre*).

ENVIRONMENTAL REVIEW: Not required.

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 9.15 Service Outside City Limits.

**CRITERIA FOR WATER/SEWER SERVICE OUTSIDE CITY
LIMITS**

City water or sewer service may, at the discretion of the council, be extended outside the city of Selah limits, upon the following events occurring:

- (1) That the area to be served lies within the "Area of Mutual Planning Concern" as established by Resolution 986; (*Staff comments: Site is within Urban Growth Area Boundary*)
- (2) That the proposed extension of city water and sewer mains and system appurtenances conform to the city's comprehensive plans; (*Staff comments: Connection to the existing water*)

and sewer main will conform as required in the city's Comprehensive Plan and development regulations at the time of development.)

(3) That the applicant has executed an outside utility agreement containing the following conditions, as a minimum:

(a) The agreement shall be executed by the property owner(s) and shall be recorded and constitute a covenant upon the land, *(Staff comments: Agreement executed).*

(b) The owner(s) shall pay all connection charges, service fees, etc. as prescribed by city ordinance when the service is applied for.

(c) The owner(s) shall assist the city in taking the necessary steps to obtain the approval of the Yakima Boundary Review Board, *(Staff comments: Included in executed Agreement).*

(d) The owner(s) shall comply with city ordinances concerning short or long platting and shall construct all improvements to city standards as if the property affected by this agreement were situated within the boundaries of the city, *(Staff comments: Included in executed Agreement-Agreement).*

(e) The owner(s) agree to sign in favor of any and all notices, petitions and any other documents requested concurrent with this agreement or at any time requested by the city leading to the annexation to the city of the property, *(Staff comments: Included in executed Agreement)*

(f) The agreement may also contain other conditions or covenants, as determined by the council to assure the orderly, development of the area. *(Staff comments: No specific conditions or covenants included in Agreement)*

UTILITIES: All public water and sewer lines are available in Crusher Canyon Rd. to be extended by the property owner/developer to serve the subject properties at the time of development.

TRANSPORTATION: The site abuts Crusher Canyon Rd. and Hales Dr.






OTHER FINDINGS: The applicant of this OUA initially inquired about annexing to the City of Selah so as not to have to request an OUA and develop the subject within Yakima County. Unfortunately, due to the fact that there are approximately 11 parcels of land between the two subject properties that would have to annex as well, annexation of these two properties cannot be supported at this time.

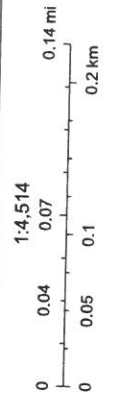
RECOMMENDATION: Council approval of the Three Corners Development, LLC OUA authorizing extension of city sewer and water to the subject properties outside of the corporate boundaries of the City of Selah.

City of Selah



12/2/2022, 4:19:49 PM

-  SelahWaterHLA - City of Selah Water Lines
-  City Limits
-  Urban Growth Boundary
-  Street Names
-  Tax Lots



Yakima GIS, Maxar, City of Yakima, Bureau of Land Management, Esri, Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA