

RESOLUTION NO. 3092

RESOLUTION AUTHORIZING THE MAYOR TO SIGN
WASHUT OUTSIDE UTILITY AGREEMENT
(File: OUA 2024-001)

WHEREAS, on February 13, 2024, the City Council of the City of Selah, WA. approved a municipal water Outside Utility Agreement (OUA) for petitioners Richard P. and Anna M. Washut; and

WHEREAS, the municipal water and sewer OUA is limited in scope to serve the future development of the one parcel 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:

THE NORTH 365 FEET OF THE SOUTH 1025 FEET OF THE WEST 478.5 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 18, E.W.M., LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE FOR COUNTY ROAD. (Assessor's Parcel No.: 181434-44003)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorize to sign the Washut (OUA 2024-001) 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 13 day of February, 2024.




Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk/Treasurer

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,

OWNERS, **Richard P. Washut and Ann M. Washut, husband and wife**, hereafter OWNERS and assigns.

II. OWNERS PROPERTY:

THE NORTH 365 FEET OF THE SOUTH 1025 FEET OF THE WEST 478.5 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 18, E.W.M., LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE FOR COUNTY ROAD. (Assessor's Parcel No.: 181434-44003)

III. RECITALS:

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

IV. AGREEMENT:

1. OWNERS agree this outside utility agreement is appurtenant only to the property above described. Any future division of the property shall require a new outside utility agreement or the amendment of this agreement.
2. OWNERS 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 OWNERS apply.
3. OWNERS 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. OWNERS agree 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 property 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 property, existing buildings, structures and improvements on the property, if any.
5. OWNERS shall comply with CITY laws concerning short platting and platting as if the property affected by this agreement were situated within the boundaries of the CITY.
6. OWNERS agree to sign any and all offered petitions for annexation and any other documents requested by the CITY concerning annexation and OWNERS agree TO NOT OPPOSE the annexation of the property herein previously described into the CITY.
7. OWNERS agree NOT TO OPPOSE the formation of any future water, sewer or street local improvement district (LID) which would benefit said property herein previously described.
8. OWNERS agree 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 property and shall be binding upon the OWNERS, his or her heirs, successors and assigns. Further, the OWNERS shall affirmatively disclose to any prospective successor in interest to these property that this agreement exists.
9. OWNERS agree that in the event of a sale or transfer of Ownership of the property affected by this agreement, OWNERS will, as a condition of such sale or transfer, require the purchaser, or other new Owners, to sign a duplicate of this Outside Utility Agreement.

10. OWNERS agree that the subject property 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 property as if the property were situated within the boundaries of the CITY.
11. In the event of breach by OWNERS of any provisions of this agreement, the OWNERS agree that the CITY may, at its discretion, summarily terminate or disconnect service.

SIGNED BY OWNERS this 19th day of January, 2024

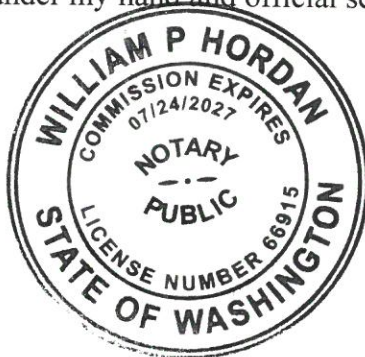
Richard P. Washut
 Richard P. Washut
Ann M. Washut
 Ann M. Washut

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 19th day of JANUARY, 2024, personally appeared before me

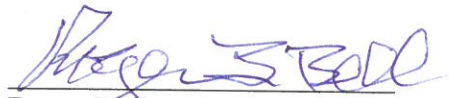
Richard P. Washut and Ann M. Washut, husband and wife, known to be the individuals who executed the foregoing instrument and acknowledged that they signed the same as his free and voluntary act and deed.

GIVEN under my hand and official seal this 19th day of January, 2024.

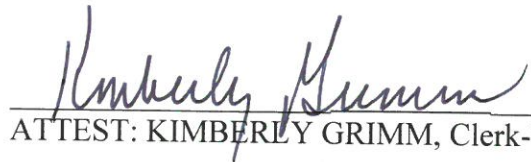


William P. Hordan
 Notary Public in and for the State of Washington
 Residing at Yakima
 My Commission expires: 7-24-27

SIGNED BY THE CITY this 13th day of February, 2024.



Roger Bell, Mayor



ATTEST: KIMBERLY GRIMM, Clerk-Treasurer