


CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 26, 2018

AGENDA ITEM: Release of "Agreement for Water Service"	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY: 	
ATTACHMENTS: 1. Water Service Agreement 2. Resolution – terminating agreement		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The attached Agreement for Water Service is on Title for Kenley East, a 55 lot subdivision, as item #2 under the Special Exceptions, Schedule B. As the residence referenced in this agreement no longer exists and the property has been subdivided and water services extended into the plat, staff recommends City Council terminate the Agreement.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Resolution terminating the Agreement for Water Service.

COUNCIL ACTION:

9r

'95 MAR -8 14:13

Filed for Record at Request of:

CITY OF MARYSVILLE
514 DELTA AVENUE
MARYSVILLE, WA 98270

AGREEMENT FOR WATER SERVICE

9503080140

THIS AGREEMENT is entered into this 9th day of January, 1995 by and between the City of Marysville, hereinafter the "City," and Maxine Penix, hereinafter "Customer," as follows:

1. The City agrees to provide the Customer with water service only for the property located at 5623 - 83rd Avenue N.E., Everett, Washington 98205, subject to the conditions and limitations set forth in City Resolution No. 1716, which is hereby incorporated in its entirety by this reference.

2. The provision of water service to the Customer shall be subject to the following conditions and limitation:

a. The water service shall be provided for one single-family residence only and shall not be utilized for any other property.

b. The Customer shall provide a booster pump and/or all other equipment necessary to provide adequate flows and pressures. Said booster pump, and any other equipment, shall be installed and maintained by the Customer at her sole expense.

c. The Customer shall comply with all other rules, regulations and ordinances pertaining to the provision of water utility service, including, but not limited to, all water utility ordinance provisions relating to utility connection fees, billing and collection.

3. The Customer covenants and agrees not to protest, in any manner whatsoever, formation of a local improvement district (or utility local improvement district) for the construction of future water or sewer improvements which may benefit the Customer's property.

4. The Customer agrees to connect to the City's 490 pressure zone at her sole expense if and when it becomes available in the future. It shall be deemed "available" when a connection to said pressure zone is within 100 feet of the Customer's property line.

5. The Customer specifically acknowledges and understands that the City's water main abutting the Customer's property has low pressures and requires frequent maintenance shut-downs. As such, the City makes no warranty, express or implied, concerning water availability, pressures, or any specific level of service.

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The Customer accepts the service "as is" and agrees to save and hold harmless the City, its officers, agents and employees, from and against any and all claims, damages, lawsuit of every kind and nature whatsoever arising from the connection to the City's water main.

6. This Agreement and the covenants contained herein shall be binding upon the Customer, her heirs, successors and assigns, and shall be construed as a covenant running with the land. This Agreement shall be recorded in the records of the Snohomish County Auditor.

IN WITNESS WHEREOF, the Customer has hereunto set her hand and seal the date first above written.

CUSTOMER:

Maxine Penix
MAXINE PENIX

Approved:

CITY OF MARYSVILLE

By David Weiser
DAVID WEISER, Mayor

Attest:

By Mary DeLeon
CITY CLERK

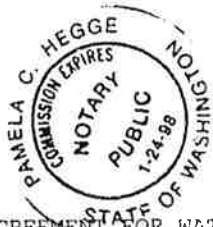
Approved as to form:

By Grant K. Weed
CITY ATTORNEY

STATE OF WASHINGTON)
ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Maxine Penix is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8 day of February, 1995.



Pamela C. Hegge
NOTARY PUBLIC in and for the State
of Washington, residing at Marysville
My commission expires 1/24/98.

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ATTACHMENT TO
AGREEMENT FOR WATER SERVICE

Legal Description of Property at
5623 - 83rd Avenue N.E., Everett, Washington

Lot forty-one (41), Sunny Side Five Acre Tracts, according to
plat thereof recorded in Volume 7 of Plats, page 19, records of
Snohomish County, Washington.

lexipw/puna legal
9503080140

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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, REPEALING RESOLUTION NO. 1716 AND TERMINATING
THE ASSOCIATED AGREEMENT FOR WATER SERVICE.**

WHEREAS, the City Council adopted Resolution No. 1716 and the City entered into an Agreement for Water Service with Maxine Penix; and

WHEREAS, the residence referenced in the Agreement for Water Service no longer exists and the property has been subdivided and is served by City water; and

WHEREAS, there is no reason for either the Resolution or Agreement to remain in place; and

WHEREAS, repealing Resolution 1716 and terminating the associated Agreement for Water Service will more accurately reflect the current condition of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE Resolution No. 1716 is repealed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE the Agreement for Water Service executed on January 9, 1995, with Maxine Penix is terminated.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2018.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY