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AGREEMENT

WHEREAS, the King County Council on September 5, 1978 passed Motion No. 3708 entitled:

A MOTION concurring with the amended recommendation of the Zoning and Subdivision Examiner on the application for approval of the Proposed Plat of SUNRISE, designated Building and Land Development Division File No. 877-10, and revising a condition thereto.

a copy of which motion is attached as Attachment A and incorporated herein by this reference; and

WHEREAS, the Amended Report and Recommendation of the Zoning and Subdivision Examiner on the application for approval of the Proposed Plat of Sunrise designated Building and Land Development Division File No. 877-10, a copy of which is attached hereto as Attachment B and incorporated herein by this reference, provided in paragraph 21 as follows:

21. The provision of public sanitary sewage disposal services for the subject plat shall be conditioned upon King County, Metro and Water District #104 (or alternative proprietor), together with the applicant, executing agreements that assure King County that sewage disposal service will be provided only to the subject property and neighboring properties currently zoned SR. This condition may be modified by subsequent action of the King County Council with respect to the provision of sewage disposal service, but no financial gain or benefit shall be available to accrue to the applicant from any future expansion of the area to be served by public sanitary sewage disposal facilities.

WHEREAS, King County Water District No. 104 and various landowners, including the applicant, in Building and Land Development Division File No. 877-10, have entered into an agreement, a copy of which is attached hereto as Attachment C and incorporated herein by this reference, which modifies the water district-landowner November 7, 1977 agreement, attached hereto as Attachment C-1 and incorporated herein by this reference, to give assurance to King County that no financial gain or benefit shall be available or accrue to the applicant from any future expansion of the area to be served by public sanitary sewage disposal facilities.

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FILED for Record at Request of

Name. BUILDING AND LAND DEVELOPMENT

Address. KING COUNTY ADMIN

ATTN: JULIAN HURAKI

RECORDED THIS DATE
MAY 3 2 25 PM '78
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

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NOW, THEREFORE, in consideration of the approval by the County of the preliminary Plat of Sunrise, the approval by the County of the Comprehensive Sewerage Plan--1979 of the District, and the execution of this Agreement by Bayview, including but not limited to the waiver by Bayview of the right to receive reimbursement from late comer charges, which consideration is hereby acknowledged, the parties mutually agree that each has the authority to and shall carry out the following terms and conditions of this Agreement:

1. Sewage disposal service will be provided only to the subject property as described in said Building and Land Development Division File No. 877-10 and neighboring properties currently zoned SR unless this condition is modified by subsequent action of the King County Council with respect to the provision of sewage disposal service.

The subject property is described in Attachment D and incorporated herein by this reference.

The neighboring properties currently zoned SR are described in Attachment E and incorporated herein by this reference.

2. No financial gain or benefit shall be available or accrue to the applicant from any future expansion of the area to be served by public sanitary sewer disposal facilities.

3. The terms of each of the documents referred to in this agreement as Attachments A, B, C, D and E are incorporated herein by this reference and shall be binding upon all parties hereto.

4. Except for sewer service to the Sunrise Property and the S-R Properties (Attachments D and E), no party to this Agreement shall permit, consent or otherwise allow sanitary sewer service to any other property, person, firm or entity through any hook-up, or connection pursuant to state or local health regulations or otherwise, or through any extension or other utilization of any part of the sewer facility to be installed pursuant to this Agreement.

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Provided, however, that sewer service to such other property may be permitted through hook-up, connection, extension or other utilization at such time and to the extent consistent with subsequent designations by the County of local sewer service areas in the County's Sewerage General Plan, or pursuant to the County's Sewerage General Plan when a demonstrated health hazard or potential health hazard exists, and alternative methods of sewage disposal are financially or technically infeasible or if no County Sewerage General Plan is in effect when such properties are explicitly determined by the King County Council to be appropriate for sewer service.

5. Nothing contained in this Agreement regarding the availability of sanitary sewer service to the S-R Properties, or the preliminary approval of the Sunrise Property, shall be construed as any type of commitment, assurance or other statement of approval of any plat proposals or other development applications for the S-R Properties which may be presented to King County. Any plat proposal or development application must comply with all laws, regulations and policies then applicable.

6. Recital of this Agreement shall be shown on the face of the final plat of Sunrise.

7. This Agreement shall be binding on all parties, successors and assigns, and shall be a covenant running with the land constituting the Sunrise Property. Any transfer by the District of ownership of or responsibility for the sewer facilities to be installed pursuant to this Agreement shall be subject to and consistent with this Agreement, including paragraph number 4 above.

DATED this 19 day of February, 1980.

KING COUNTY WATER DISTRICT NO. 104

By *Samson R. Olson*
President

ATTEST:

Louise Miller

KING COUNTY

By [Signature]
King County Executive

ATTEST:

[Signature]

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BAYVIEW FARMS, INC.

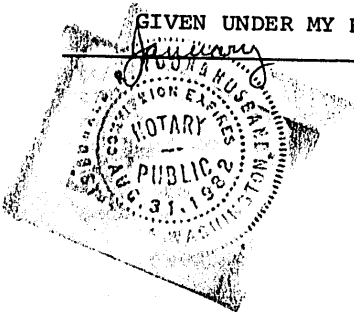
By [Signature] CHAIRMAN
~~President~~

ATTEST:

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this day personally appeared before me W.K. Paulsen
~~and~~ and Secretary, respectively, of Bayview Farms Inc., to me known to be the President Chairman
the corporation that executed the within and foregoing instrument,
and acknowledged the said instrument to be the free and voluntary act
and deed of said corporation, for the uses and purposes therein men-
tioned, and on oath each stated that he was authorized to execute
said instrument and that the seal affixed thereto is the corporate
seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7 day of
January, 1980.



Wm. R. Young Husband
Notary Public in and for the State
of Washington, residing at Woodlenville

UNION SERVICE CORPORATION

BY _____
PRESIDENT

ATTEST:

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The undersigned, UNION SERVICE CORPORATION, as successor in interest to BAYVIEW FARMS, INC. as to one-half of the Plat of Sunrise (described in Building and Land Development Division, File No. 877-10) hereby joins in, ratifies and adopts the foregoing Agreement.

UNION SERVICE CORPORATION

By Jack A. Morris
Jack A. Morris
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)



On this day personally appeared before me JACK A. MORRIS to me known to be the President of Union Service Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of January, 1980.

Linda M. Beach
Notary Public in and for the State
of Washington, residing at
Circle 1.