CONTRACT # 5915

PROPERTY SERVICE AGREEMENT

WHEREAS, the City of Redmond Washington ("Redmond") and the Woodinville Water District ("the District") are parties to that certain interlocal agreement ("the interlocal agreement") dated July 13, 1988, which designates the common sewer service area boundary between the District and Redmond and

WHEREAS, the Lake Washington School District (Owner') is the owner of Wilder Elementary School (the 'Property') located in King County, Washington, within the Utility Service Area Boundaries of the District, and legally described in Exhibit 'A" attached hereto and

WHEREAS, said Owner desires to obtain temporary sewer service to the Property from the City of Redmond,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

- Temporary Service Conditions The Owner agrees that service by the City of Redmond is temporary and is subject to cancellation by Redmond upon 30 days written notice. Notice of cancellation by Redmond to Owner shall only be given at such time as the District has sewer facilities in NE 133rd Street capable of serving the Property. Within the 30 days. Owner shall 1) apply for permanent service from the District by application for a side sewer permit, and 2) pay all applicable connection charges and reimbursement fees to the District. Owner further agrees to the following condition.
 - Upon reasonable prior notice to the Owner, the District or its representative(s), shall have the right to enter the Property to disconnect the connection to Redmond's sewer service and to construct the connection to the District's sewer facilities. The estimated cost of such work and any materials shall be reviewed first with the Owner for approval and then following completion of the connection charged to the Owner and be payable by the Owner to the District immediately upon the District giving written notice of the amount thereof
- 2) Covenant Running With Land/Binding on Successors The covenants and agreements set forth herein shall be covenants running with the Property identified on Exhibit "A" hereto and shall be binding upon the parties their heirs, assigns, and successors in interest This agreement shall be recorded with the King County Department of Records and Elections following it s execution by all of the parties hereto
- 3) <u>Authority</u> The Individuals signing this agreement on behalf of the respective party represent and warrant that they have the authority and are authorized to do so