

DEVELOPMENT STANDARDS

City of Ellensburg



MISCELLANEOUS
STANDARDS

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GENERAL CONDITIONS

Construction shall be in accordance with the current Public Works Development Standards and the most current version of the WSDOT Standard Specifications; except as specifically superseded by the approved plans or special condition of the permit. The following conditions or restrictions must be followed:

Should any damage be done to the roads during the time of construction and installation or in the maintenance and/or operations of said facilities, the road(s) shall be restored by the permittee(s), their successors or assigns, to as good a condition as it was before such damage occurred. Should the grade, width or location of the road(s) be changed or altered in any way so as to require the removal of said facilities, the permittee(s), their successors or assigns, shall forthwith move and relocate said facilities without any redress against the City.

The acceptance of the conditions upon which this permit is granted shall be evidenced by the beginning of the installation of said facilities as set forth herein.

This Misc. Section pertains to City Right-of-Way only, unless stated otherwise in the subsections.

CONSTRUCTION REQUIREMENTS AND GENERAL SPECIFICATIONS

1. Permits and Licenses:

Prior to construction, and in addition to any other permits required, a City of Ellensburg "Public Works Permit" and/or "Water Permit" or "Sanitary Sewer Permit" MUST be obtained for all construction work within the City right-of-way. In addition, Contractors and subcontractors are required to possess a current City of Ellensburg Business License. Suppliers are exempt. Permittee shall be responsible for researching and securing all other permits and licenses required.

2. Preconstruction Meeting:

The City will require a pre-construction conference prior to starting any construction on the project. The Developer and/or Contractor shall provide the City with a request for the meeting two weeks in advance so that arrangements can be made for facilities and staff.

3. Traffic Control:

Contractors work operations shall be in compliance with an approved Traffic Control Plan (TCP). It is the Contractors responsibility to prepare and submit a TCP 48 hours in advance of proposed work, for City approval. Signing, flagging, cones, barricades, and traffic control shall be in accordance with the most current version, as adopted by WSDOT, of the Manual of Uniform Traffic Control Devices as approved by WSDT. One lane of traffic shall remain open at all times. The road shall be restored with asphalt surface to two-way traffic at the end of each working day, refer to the portion of this Miscellaneous Section on the Cutting of Public Streets. Should a total road closure appear necessary, application for a Public Works permit must be filed with the Public Works office at least two weeks prior to anticipated closure of an arterial or collector street, and seven (7) working days prior to the anticipated closure of local access streets. Applicant will also be required to complete the Street Closure Notification Checklist in advance of closure, including advertising the closure in the Daily Record. Application must be accompanied with dust control plan, detour plans, hours of closure, and signing/traffic control plans.

Particular attention should be made to the following (unless otherwise agreed to by the City of Ellensburg):

- There shall be at all times reasonable pedestrian and vehicular access to and from the properties impacted by the project.
- During non-working hours, the contractor shall keep the existing traffic lanes clear for traffic without interference from his/her operation.
- Traffic Control Equipment shall be accompanied with lights and retro-reflectivity as required by the MUTCD for night time operation.
- Any asphalt concrete pavement, crushed surfacing, gravel base, asphalt cold patch mix, or water required for maintaining traffic during the project shall be placed by the contractor immediately, see "Cutting of Streets, Alleyways and Driveways".
- All unattended excavations shall be properly covered, barricaded, or fenced.

- 4. Survey Control:**

Developer or Contractor shall supply survey control per WSDOT Standard Specification requirements, and in accordance with the other sections of these Public Works Development Standards. Contractor shall supply the inspector with cut sheets for water, sewer, storm, curb & gutter, and road grades prior to construction.
- 5. Utility Crossings:**

No open cut crossing of City roads or streets shall be made without the approval of the City Engineer (notice of two working days required). Borings may be required. Refer to the 'Cutting of Public Streets, Alleyways, and Driveways requirements at the end of this Section.

When cutting of streets is allowed, asphalt shall be cut in a solid straight line. After excavating trench, and installing and bedding the utility, backfill material, base course, and top course shall be installed per City of Ellensburg Standard Details and shall be compacted by a mechanical compactor (approved by the City engineer) to 95% of maximum density (modified proctor) in six inch lifts. Asphalt shall be installed in maximum 0.3' lifts in accordance with Standard Details and shall be compacted to 95% of maximum density (modified proctor). Pavement sections are subject to a one year workmanship warranty; to be replaced if excessive settling or mechanical breakdown develops.
- 6. Excavation in Graveled Shoulder Areas:**

When the excavation is located in a graveled shoulder, backfill shall be placed and compacted as specified in paragraph 5 above, and surfaced with a minimum of three (3) inches of compacted 5/8" minus crushed surfacing top course (CSTC).
- 7. Multiple Crossings:**

When multiple open cut utility crossings are proposed at intervals of 200 feet or less, the Contractor, at the discretion of the Public Works Director may be required to chip seal or overlay the roadway between crossings and extending ten (10) feet either side of the crossings. Existing crossing will be considered when establishing overlay requirements in addition to work contemplated under current utility permit application.
- 8. Maximum Amount of Open Trenches:**

Maximum amount of open trench on operable public right-of-way, shall be 200 lineal feet unless authorized otherwise by the City engineer. At the end of each day, all ditches must be backfilled or covered with steel plates and barricaded with flashing warning lights to prevent people or animals from falling into the trench.
- 9. Maintaining Existing Drainage Systems:**

Existing drainage ditches, culverts, etc. shall be kept clean at all times. Temporary diversion of any drainage system will not be permitted without the consent of the City engineer. Any drainage culvert tile, catch basins, manholes, etc., disturbed by excavation shall be replaced with new material or repaired as directed by the City engineer. Temporary erosion/sedimentation control measures shall be employed to protect adjacent property and storm drain facilities.
- 10. Dust Control:**

The Developer's Contractor shall furnish all labor, equipment, and means required and shall carry out protective measures wherever and so often as necessary to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until all required resurfacing is complete or until the Contractor has completed arrangements with the proper authorities whereby he/she is relieved of further responsibility.
- 11. Noise Control:**

The City of Ellensburg Noise Ordinance is from 10:00pm to 6:00am for general construction. Any construction work that needs to be done during this time shall be approved by the City Council of the City of Ellensburg. The Developer or Contractor shall make request in writing a minimum of one week before the next council meeting. Request shall state dates and times for the waiver in request.
- 12. Weather Related Shutdown:**

If in the opinion of the City engineer, weather conditions are so bad as to make the traveled roadways unsafe for the traveling public or detrimental to the restoration of the roads, excavation shall cease immediately and clean up shall be promptly accomplished.

- 13. Monument Protection:**

The Developer shall use special care to protect existing survey monuments or control points and it is the obligation of the Developer to notify the City engineer of the possibility of them being disturbed by his work. The Developer shall comply with monumentation plan (see Street Standards, Monument Protection Plan).
- 14. Control of Material:**

All materials shall be per approved plans and specifications, and the most current version of the City of Ellensburg's Public Works Development Standards. If material is not specified in the Plans, Specifications, Development Standards, or Standard Details the Developer or Contractor shall submit the special item or shop drawings to the City Engineering Department for approval prior to shipment.
- 15. Utility Pipe Storage:**

All pipe or other material strung along City right of way must be placed a safe distance from the traveled roadway in such a manner as to avoid rolling onto the roadway, or creating a traffic hazard.
- 16. Inspection:**

The Department of Public Works (509-962-7230) shall be notified a minimum of two working days prior to starting any type of construction including clearing and grubbing, sanitary sewers, storm sewers, water mains, fire protection services and/or supply mains, illumination systems, curb and gutters, sidewalks, driveways, street grading, paving, and other surface improvements. The need for City inspection outside of normal working hours (7:30a.m. to 4:30p.m.), on holidays, or on weekends, may require the Contractor/Owner to reimburse the City for overtime costs plus administration fees.
- 17. Construction Encroachments into City Right-of-Way:**

The Public Works Department shall be notified at least two working days prior to commencing construction, and all work shall be in accordance with these Public Works Development Standards. All materials for improvements on City right-of-way shall be readily available to the job site and provisions shall be made to complete the construction in one continuous operation. Failure to comply shall result in excavation being halted until such time as the conditions are corrected.
- 18. Development Cleanup:**

Final cleanup shall include complete restoration of shoulders and behind sidewalks, cleaning of ditches, culverts and catch basins, and removal of loose material from back slopes of ditches, etc. shall not exceed 500 lineal feet behind excavating operations. Street surfaces shall be kept cleaned at all times with the use of a power broom or other approved means. No excess material or unsuitable material shall be wasted on City right of way without the express written consent of the City Engineer.
- 19. Yard Improvements:**

Yard improvements within the right of way shall be restored to as close to original condition as feasible. This includes but is not limited to features such as landscaping, rockeries, lamp post, mailboxes and fences. This permit does not authorize or regulate work on private property, private easements or vacated and "ancient" rights of way without public easements. Any private property damages or liability incurred are the sole responsibility of the Contractor.
- 20. Equipment on City Streets:**

No equipment, except equipment with rubber tires or approved road tracks, shall be permitted to operate on any road. Damage to any road will be repaired by the Developer, at his expense, to restore the road to the original condition.
- 21. Damage and Vandalism:**

The Contractor shall be responsible for repairing or replacing any damaged work until the date of acceptance of the project, and shall take necessary precautions to prevent vandalism or defacement of wet concrete sidewalks and similar facilities under the above provision.
- 22. Defective Materials and Workmanship:**

Materials, work or workmanship which, in the opinion of the City Engineer, do not conform to the specifications and plans, or these Public Works Development Standards, or fail to meet the tests herein described, or are not equal to the samples submitted to and approved by the City Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended will be rejected. The Contractor shall remove from the work and its vicinity without delay all rejected materials.

- 23. The Use of Newly Constructed Utilities:**
The use of newly constructed utilities shall not be permitted until final inspection and approval of the entire utility have been made unless special written permission is obtained from the Public Works Director, or designated representative.
- 24. Public Rights of Way – Cleanliness**
It shall be the developer’s and its contractor’s responsibility to keep rights of way free of trash, mud and debris during and after their work operations. Should developer or contractor fail to clean up trash, mud, debris, the City reserves the right to perform cleanup operations and charge the developer/contractor for the work, including applicable administration costs.
- 25. De-Watering Plan:**
The Contractor shall submit a site de-watering plan. Utilizing a storm drain system for dewatering may be allowed, if and only if, the water is cleaned up to an acceptable level.
- 26. Contractor’s Jobsite Requirements (These documents shall be available onsite or in job office for employee review):**
- City approved plans
 - Cut sheets for contractor and City inspector
 - These City of Ellensburg Public Works Development Standards
- 27. Punch Lists:**
Developer or developer’s contractor shall request a punch list from the City Public Works Department. The City shall then have 5 working days from the request to prepare a punch list for the project. It is the contractor’s responsibility to assure all items on the punch list are completed, and shall notify city inspector when all items are completed. Developer or developer’s contractor may be responsible for costs associated with re-inspection by city staff, if an additional punch lists are needed. When a punch list is issued, a timeframe will be established to complete the remaining items of work.

CUTTING OF PUBLIC STREETS, ALLEYWAYS, AND DRIVEWAYS

Cutting of asphalt will not be allowed if the street has been paved within the last 3 years, except as approved by the Public Works Department.

Cutting of asphalt/concrete shall be approved by Public Works permit only, or as follows:

Cutting of Streets – Spring through Fall (when hot mix asphalt is available):

If cutting of arterial streets is allowed:

1. Asphalt surface shall be restored within travel lanes the same day of removal, or the cut shall be surfaced with compacted base/top course, otherwise plated with steel plates. Contractor may leave the compacted base/top course for a period up to two working days. Asphalt shall be placed to final permit requirements within 3 working days of removal. Appropriate traffic control signs must be employed.

If cutting of collector streets is allowed:

1. Surface shall be restored with steel plates or compacted gravel the same day of removal. Appropriate traffic control signs must be employed.
2. Roadway shall be restored to final permit approval condition within 10 working days of removal.
3. It shall be the contractor’s responsibility to maintain surface daily or multiple times daily as needed.

If cutting of local access streets is allowed:

1. Surface shall be restored with steel plates or compacted gravel the same day of removal. Appropriate traffic control signs must be employed. Roadway shall be restored to final permit

approval condition within 15 working days of removal. It shall be the contractor's responsibility to maintain surface daily or multiple times daily as needed.

Cutting of Streets – Fall through Spring (when hot mix asphalt is not available):

The cutting of arterial streets will not be allowed.

If cutting of collector streets is allowed:

1. Surface shall be restored with steel plates or compacted gravel the same day of removal. Appropriate traffic control signs must be employed.
2. Roadway shall be restored with cold mix asphalt within 5 working days of removal. Contractor shall maintain cold mix until replaced with hot mix. Should contractor fail to maintain cold mix, the City will repair and bill time and administration costs to contractor.
3. Cold mix patches shall be replaced within 15 working days of hot mix availability in the Ellensburg area to final permit approval condition.

If cutting of local access streets is allowed:

1. Surface shall be restored with steel plates or compacted gravel the same day of removal. Appropriate traffic control signs must be employed.
2. Roadway shall be restored with cold mix asphalt within 5 days of removal. Contractor shall maintain cold mix until replaced with hot mix. Should contractor fail to maintain cold mix, the City will repair and bill time and administration costs to the contractor.
3. Cold mix patches shall be replaced within 15 working days of hot mix availability in the Ellensburg area to final permit approval condition.

CONNECTING TO WATER AND SEWER SERVICE OUTSIDE THE CORPORATE CITY LIMITS

The following are conditions for connecting to City water and/or sewer services outside of the corporate limits.

- If property is not in City limits, but within the Urban Growth Boundary (UGA), property owner must execute an Outside Utility Extension Agreement.
- If property is not within the UGA, water and sewer service cannot be provided.

The property owner receiving service shall perform all of the following:

- Extend water service per the "Water Standards", in these documents.
- Extend sewer service per the "Sewer Standards", in these documents.
- Construct all of the minimum roadway improvements, including street lighting and storm drainage on/adjacent to parcel frontage on right of way, or obtain a deferral of the roadway improvements from the Public Works Department. The improvements shall be constructed as outlined in these Public Works Development Standards.

ASPHALT CONCRETE PAVEMENT JOINTS (CRACK SEALANT REQUIREMENT)

All asphalt concrete joints where new asphalt meets existing asphalt, shall be sealed with Albina Roadsaver 211 or approve equivalent crack sealant. This requirement shall take place at all joints with existing overlays, raising utilities to finished grade, etc.

STREET NAMES AND TRAFFIC SIGNS

1. All streets name and traffic directional signs will be provided by the City. Post shall be set plumb by the Contractor.
2. All costs for signage shall be paid by the proponent and installation shall be complete prior to final plat approval.
3. The naming of all streets shall receive approval from the Department of Public Works to assure consistency and elimination of confusing or inconsistent address numbers. Street names shall be per the City Street Naming and Numbering Ordinance.

INSPECTION REQUIREMENT

Whenever the City Engineer and/or the Public Works Director determine that the magnitude and/or complexity of any public improvement being constructed by a private developer, as a condition of a land use permit or approval, requires full or part time on site inspection, the City Engineer and/or the Public Works Director shall have the authority to provide or contract with a duly qualified inspector to provide inspection services for the City in connection with such construction. City may also use this process if staff inspectors are unavailable. All costs of such inspection services incurred by the City shall be paid by the developer. The fee must be deposited in advance with the City prior to issuance of a construction permit.

PUBLIC WATER, SEWER, STORMWATER, AND TRANSPORTATION RELATED EASEMENT PREPARATION STANDARDS

SUMMARY: This procedure establishes a uniform method for the preparation of all City easements.

SCOPE: This procedure applies to all easements to be granted to the City.

GENERAL: When City utilities are to be constructed on private property, an easement must be granted to the City. The City Public Works Department will generally process, record, and file all City requested easements. Easements required on site or off site because of the developer's project shall be prepared by applicant's Engineer or Surveyor and must be reviewed and approved by the City before recording and filing by the applicant. The Standard City easement is included at the end of this section.

1. **EASEMENT PREPARATION.** All easements not shown on a plat must be prepared by a licensed land surveyor or licensed engineer. The descriptions contained in the easement document shall be prepared by a Washington licensed land surveyor or licensed engineer who shall seal or affix their name to the legal description. Legal descriptions must contain the full legal description of the real property upon which the easement is located as recorded in the Kittitas County Auditor's records. In addition, the Kittitas County Assessor's parcel number must be provided.

All easements must be prepared on paper size per the requirements of the Kittitas County Assessor's Office. The Standard Easement form, included at the end of this Section, is condensed to fit onto standard letter paper, and copies of this sample form will not be accepted. Every easement shall include an easement number in the lower right corner of each page. This number will be assigned by the City Public Works Department.

An easement drawing will be attached to each easement. The easement drawing shall include:

- 1) The name of the grantors,
- 2) The easement number provided by the City Public Works Department, and
- 3) The general purpose of the easement, (i.e., all City utility purposes, water, sewer, drainage, well protection, access, etc.) The drawing shall be to a suitable scale on size 8 1/2" x 11" paper. The drawing must show the entire parcel and shall contain enough information to clearly identify both the parcel and easement. The easement must be tied to a platted corner, platted roadway, or a section corner. Easement areas shall be

delineated by cross hatching. Each drawing shall be sealed and signed by the submitting licensed land surveyor or licensed engineer.

- 2. RETRIEVAL.** Original easements will be on file with the City clerk and copies will be on file in the City Public Works Department. To obtain copies of easements, please contact the City Public Works Department. All recorded easements are available for review at the Kittitas County Assessor's Office.

UTILITY EASEMENTS

Easements for all facilities such as high voltage electric transmission lines, drainage canals, water lines, sanitary sewer lines, storm sewer lines, detention areas, etc., shall be of such width as is adequate for the purpose. Minimum linear easement width shall be ten (10) feet unless directed otherwise by the City engineer. Easement for utilities at greater depths than 7 feet may require greater width. The Grantor further confirms that a drivable surface (asphalt or gravel) will be maintained for access to manholes, valves, or other surface features of the respective utilities placed within the easement area. The minimum drivable surface width shall be ten (10) feet.

IRRIGATION PIPES/DITCHES

Irrigation pipes shall be sized per irrigation district requirements, or at a minimum of the next culvert downstream. All pipe terminations not ending in a structure (CB or manhole) shall have a beveled end. Inlet pipes shall have a trash rack. All irrigation pipes and ditches should be relocated off of city right of way in private easements, if possible. Irrigation and stormwater systems shall be kept separate. Irrigation marker tape over mains and SCH 40 PVC pipe with tracer wire, the tracer wire shall be 12 gauge USE purple plastic coated solid copper.

UTILITIES

UNDERGROUNDING

Utility lines, including but not limited to those for electricity, communications and street lighting, serving and located within the subdivision, shall be placed underground.

PUBLIC

Developer's engineer should attempt to locate water, sewer and storm drainage utilities within public right of way. If conditions require, and with approval of City, these utilities may be placed in easements on private property. Easements shall be as specified on easement form.

UTILITY SERVICES

- 1.** All utility lines including electric, telephone, fire alarm and television cables shall be placed underground prior to paving.
- 2.** Easements for maintenance of all utilities, both on and off site, shall be provided to the City, to the satisfaction of the City Engineer prior to final plat approval.

COMMON UTILITY TRENCHES

Common Utility trenches shall generally not be allowed with water, sewer, and storm lines. Utility lines shall generally be located per the City of Ellensburg Standard Details at the end of this section. In certain cases water can be installed in a common trench with gas. Common trenches may be allowed for phone, electric, cable TV, gas, and other non-City utilities if approved by each individual utility. Water and sewer lines shall be separated as required by the D.O.H., D.O.E., and these standards.

Under extreme unusual conditions, common trenches may be necessary and allowed as approved by the City engineer. Crossings and connections with existing lines may also require individual evaluation for variation approval by the City engineer.

HAND RAIL

Hand rail shall meet the requirements of the most current version of the Pedestrian Facilities Guidebook, published by WSDOT and the Pedestrian Facilities Guidebook, and the WSDOT Standard Specifications, or approved equivalent. Hand rail shall be 42" high, 54" when adjacent to bike lanes, and shall be required when slopes are greater than 3:1 with a vertical drop greater than two-foot or in locations where a two foot or greater drop off exists.

After recording return to:

Public Works Department
City of Ellensburg
501 N Anderson St
Ellensburg, WA 98926

DOCUMENT TITLE: EXCLUSIVE UTILITY EASEMENT
GRANTOR:
GRANTEE: City of Ellensburg, a Washington municipal corporation.
LEGAL DESCRIPTION:
ASSESSOR'S TAX PARCEL NO.:

EXCLUSIVE UTILITY EASEMENT

THIS EXCLUSIVE UTILITY EASEMENT (hereinafter referred to as the ("Utility Easement" or "Easement") is made, declared and established this _____ day of _____, 20__, by and between the [Insert Grantor], Grantor and the CITY OF ELLENSBURG, a Washington municipal corporation, Grantee (collectively referred to as the "Declarants").

WHEREAS, the Grantor owns the real property situated in Kittitas County, State of Washington which is legally described above; and

WHEREAS, the Grantor desires to establish unto the City of Ellensburg certain exclusive, perpetual easements for utility purposes;

NOW, THEREFORE, for and in consideration of the benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor, for and on behalf of itself and its successors in interest and assigns, does hereby convey, grant, declare, reserve unto itself, and establish the following easements for the benefit of Grantee:

1. UTILITY EASEMENT

1.1 Location. The Grantor hereby grants, declares, reserves, and establishes an exclusive, perpetual easement over, across, and under the parcel as previously described (the "Easement area").

1.2 Use. The Declarants acknowledge and agree the Utility Easement exists for the benefit of Grantee's various public utilities and burdens Grantor's property. The Utility Easement is to be used by the Grantee, and its successors and assigns for the purposes of locating, constructing, operating, repairing, maintaining, improving, removing and enlarging utility systems, including but not limited to water, sewer, storm water, street, gas, electric, communications and light utility systems, and any and all associated facilities or appurtenances necessary or convenient to the foregoing. Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access over and across the above-described parcel to enable Grantee to exercise its rights hereunder. Further, Grantee reserves the right to convey, grant, or declare private utility easements within the Easement area, with the same access rights thereto over and across the above-described parcel, when Grantee determines the same to be in the public interest.

1.3 Maintenance of the Surface of the Utility Easement. If and when the Grantee maintains, repairs, or improves the Utility Easement or the utilities within the Utility Easement for any reason, the Grantee, at the conclusion of said maintenance, repair, or improvement of said access or utilities located on the Utility Easement shall have the obligation of returning any unused surface area of the easement to the condition it was in prior to the maintenance, repair, or improvement which resulted in a disturbance of the surface. The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the Grantee.

1.4 Clearing and Maintenance. Grantee shall have the right to remove, trim or cut any brush, trees, shrubs or other vegetation standing or growing upon or adjacent to said facilities which in the opinion of the Grantee constitute an obstruction to the maintenance, repair or improvement of, or a danger to, said facilities. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees, shrubs or other vegetation in the Easement area. In addition, Grantee shall have exclusive use of the property as described in the easement.

The Grantor hereby warrants that access to utilities placed in the easement will be maintained; and further, that fences constructed on the easements will be positioned such that panels can be removed to allow vehicular access to the easement area. The Grantor further confirms that a drivable surface (asphalt or gravel) will be maintained for access to manholes, valves, or other surface features of the respective utilities placed within the easement area. The minimum drivable surface width shall be ten (10) feet. By making the easement area available the Grantor further confirms that no permanent structures, trees, or shrubs exceeding 8 feet in height at maturity will be located on the easement. If this easement is being granted as part of a recordable survey, this "Grantors Covenant" language shall be included on the mylar drawings.

2. AGREEMENTS BETWEEN GRANTOR AND GRANTEE.

The rights, title, privileges, and authority hereby granted shall continue and be in full force until such time as the Grantee, its successors or assigns, shall permanently remove said facilities and/or appurtenances from said property, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges, and authority hereby granted shall terminate, and Grantee, at the request of Grantor, shall execute a document evidencing such termination and clearing title of this easement.

3. EASEMENT RUNS WITH THE LAND.

The easements granted herein, the restrictions established herein, and the covenants on the part of the Declarants, shall run with the land described herein and shall bind and be obligatory upon the parties and their respective successors and assigns, tenants, subtenants, licensees, and invitees.

4. SUCCESSORS AND ASSIGNS.

Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in or under the easements conveyed, granted and reserved herein. Without limiting the generality of the foregoing, the rights and obligations of the declarants shall inure to the benefit of and be binding upon their respective successors and assigns.

5. TITLES AND HEADINGS.

Titles and headings are for descriptive purposes only and do not control or alter the meaning of this agreement or any provision thereunder as set forth herein.

[Insert Grantor], GRANTOR

CITY OF ELLENSBURG, GRANTEE

By:

By:

Its:

Its:

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, _____, the _____ of [Insert Grantor], as GRANTOR, a Washington municipal corporation, which executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said university, for the uses and purposes therein mentioned, and on oath stated that ____ was authorized to execute said instrument.

Dated this _____ day of _____, 20__.

Printed Name:
Notary Public in and for the State of Washington, residing at
My Commission Expires:

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, _____, the _____ of the CITY OF ELLENSBURG, as GRANTEE, a Washington municipal corporation, which executed the within and foregoing instrument, and acknowledge the said

instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that ____ was authorized to execute said instrument.

Dated this ____ day of _____, 20__.

Printed Name:

Notary Public in and for the State of Washington, residing at

My Commission Expires:

UTILITY EXTENSION AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID AND ANNEXATION

THIS AGREEMENT is entered into on this _____, between the City of Ellensburg, Washington, hereinafter referred to as the "City", a Washington Municipal Corporation hereinafter referred to as "the Owner."

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Kittitas County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sanitary sewer utility system, hereinafter referred to as "the utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Chapter 2.48 of the Ellensburg Municipal Code, as now enacted or hereinafter amended, and

WHEREAS, the City Council held a public hearing on this Agreement on _____ during a regularly scheduled Council meeting, and authorized the Mayor to execute this Agreement on behalf of the City; NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

TERMS

1. Warranty of Title. The Owner warrants that he is the Owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property (as legally described in Exhibit 'A') from existing utility facilities to be determined by the City.

3. Costs. Owner will pay all costs of designing, engineering, constructing and field inspection of the construction of the public improvements covered by this agreement. All construction shall be done to City standards and according to plans approved by the City Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Permits Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by federal, state, county and city governmental departments including, but not limited to, the Kittitas County Public Works Department, Kittitas County Health Department, State Department of Ecology, and City of Ellensburg.

5. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and

acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two (2) years.

6. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Owner understands and agrees that if the reason for Owner's request to connect is to address a failed sewer system, and Owner seeks from the City, and is granted, relief from the requirement to concurrently connect to both water and sewer, Owner's execution of this Utility Extension Agreement hereby constitutes a commitment to connect to the City Water System, and pay all design, permit and construction fees associated with the service line and any necessary water main line extensions, within three (3) years of execution of this Agreement.

7. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, or as they may be hereafter amended or modified.

8. Annexation. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- A. In general, Kittitas County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. In general, City of Ellensburg ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service will be provided to the property by the City of Ellensburg upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Ellensburg indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and

- F. The property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Ellensburg, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney in fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

9. Land Use. The Owner agrees that as long as the property has not been annexed to the City, that any development of the property described on Exhibit 'A' shall meet the requirements of the Kittitas County Comprehensive Plan, and the applicable Kittitas County zoning.

10. Public Works Development Standards. The development or redevelopment of the property shall comply with all Ellensburg Public Works Development Standards, as these standards now exist or may hereafter be amended, applicable to the construction of water, sanitary sewer, and street improvements, which street improvements include, but are not limited to, street, sidewalk, curb and gutter, surface water treatment/flow control and associated conveyance systems, street signs, hot or warm mix asphalt, gravel base course, gravel top course, geotextile fabric, excavation, sawcutting, roadway fill material, striping, and street light improvements. When applicable, this Agreement includes natural gas and electrical utility improvements. All other items of work necessary to the construction of the improvements included in this paragraph, but not specifically listed, shall be considered incidental to this Agreement and shall be designed and constructed in accordance with the engineer's design and approved by the Public Works Director. The intent of this section is that future annexation of the property to the City of Ellensburg shall result in a development which conforms to these cited Public Works Development Standards.

11. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

12. Termination for Non Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer and/or water, in addition to any other remedies available to the City.

13. Waiver of Right to Protest LID or When Improvements Are Required By City Council. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements:

water, sanitary sewer, surface water flow control and treatment, street improvements, and other improvements identified in paragraph 10 above

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney in fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court.

Owner also acknowledges and agrees that the City Council has the authority to require construction of any and all of the improvements identified in paragraph 10 above even in the absence of a LID or ULID. In such instance, Owner agrees to participate in paying for the cost of such improvements to the same extent and manner as if a LID or ULID had been formed, and without in any manner protesting, objecting to, or otherwise opposing the City Council's decision to require construction of the improvements.

14. Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

15. Covenant. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties and their heirs, successors and assigns. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee, transferee, or successor shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Kittitas County Auditor shall be borne by the Owner.

16. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this Agreement. Venue of such action shall lie in Kittitas County Superior Court or the U.S. District Court for Eastern Washington.

17. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to the City shall be to the attention of both the City Manager and City Attorney. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

City Manager
Ellensburg City Hall
501 North Anderson St
Ellensburg, WA 98926

City Attorney
Ellensburg City Hall

TO THE OWNER:

CITY OF ELLENSBURG

Mayor

ATTEST:

City Clerk, Coreen Reno

APPROVED AS TO FORM:

Terry Weiner, City Attorney

STATE OF WASHINGTON)

COUNTY OF KITTITAS)

)ss:

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Mayor of the City of Ellensburg, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

Print Name: _____

NOTARY PUBLIC for the State of Washington, residing at _____

My commission expires: _____