

City of Spokane
Department of Construction Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300



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Page: 1 of 3
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Spokane Co. WA

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UTILITY CONNECTION ANNEXATION COVENANT

1. OWNER/PROPERTY

- A. Bye Diversified, 4409 East 25th Avenue, Spokane, WA 99223, hereafter "Owner", covenant and warrant that they are the owners of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein. "City refers to the City of Spokane, Washington.
- B. The terms herein are a covenant running with the land as a burden on the subject premises commonly known as Pine Cliff 1st Addition and legally described as Pine Cliff 1st Addition being the west 360 feet of the northwest quarter of the southwest quarter of Section 26, Township 25 North, Range 43 East West Meridian, lying 227.5 feet north of Pine Cliff Addition, Parcel Number 35263.9116.
- C. In general, it is intended that this covenant shall pertain to the subject premises and shall deal only with the issue of future annexation of subject premises to the City of Spokane.

2. PROVISIONAL SERVICE

- A. Subject to City policies, ordinances, and other applicable laws, Owner desires to procure utility service for the subject premises by connection to the City Sewer and Water System all at Owner's sole expense and liability. Owner is responsible to obtain and record any necessary easements. Owner agrees that said service or connection is obtained provisionally, conditioned upon fulfillment of the terms of this covenant.



3. FUTURE ANNEXATION

- A. The Owner covenants, warrants, and agrees that he or the current Owner will join in any petition for annexation to the City of Spokane which includes the above-described property and will not protest the annexation in any way.
- B. This covenant applies to a sewer and water connection proposal and is perpetual and not subject to termination without the written consent of the Director of the Department of Construction Services.
- C. The foregoing items are accepted as full consideration for this covenant, regardless of whether any provisional service option is otherwise required by law or applicable regulation. Owner understands the provisional service would not be authorized without Owner's binding commitment, on his own behalf and the behalf of his successors and assigns, as provided by this covenant.

4. ADDITIONAL

- A. If, for any reason, any provision or part of this instrument should be declared illegal or unenforceable, then the City may declare the provisional service above installed to be canceled, and Owner shall immediately remove all improvements and/or connections and otherwise restore the premises or the City may do so as above provided.
- B. No obligation incurred may be waived except in writing by the Director of the Department of Construction Services. Failure to enforce any provision in any instance or occasion shall not waive the right to enforce it in any subsequent instance or occasion. Owner acknowledges that he has had an opportunity to consult with legal counsel. No provision shall be constructed in favor of or against any person or entity.

Dated this 2 day of October, 1998.

John H. Beyer
Owner

John Beyer
Owner

Jarvis L. Beyer
Owner

Unofficial

