

RESOLUTION NO. R- 2734

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN AGREEMENT BETWEEN THE CITY OF KIRKLAND, THE CITY OF BELLEVUE AND YARROW POINT PARTNERS.

WHEREAS, Yarrow Point Partners, the owner of property hereinafter described and situate within the City of Kirkland, have requested sewer connection and service for said real property; and

WHEREAS, the City of Kirkland sewer system presently does not have facilities available within the area in which said real property is located and to which said real property could connect and be provided with sewer services; and

WHEREAS, the City of Bellevue has a sewer system with existing facilities within the public rights-of-way adjacent to said real property and into which temporary connections could be made; and

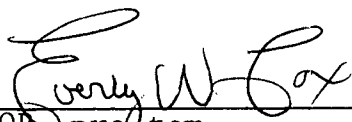
WHEREAS, the City of Kirkland, the City of Bellevue and Yarrow Point Partners are all in agreement that said real property may be temporarily connected and serviced by the City of Bellevue sewer system until such time as the Kirkland sewer system has extended their facilities into the area and can provide sewer service to said real property, now, therefore,

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

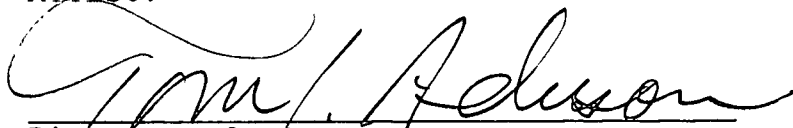
Section 1. That certain proposed agreement between the City of Kirkland, the City of Bellevue and Yarrow Point Partners to provide temporary sewer service to the property described in said contract through connection to the sewer system of the City of Bellevue is hereby approved. A copy of said contract is attached to this resolution and by this reference incorporated herein. As evidence of said approval herein given, the City Manager is authorized and directed to sign said contract on behalf of the City of Kirkland.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 7th day of July, 1980.

SIGNED IN AUTHENTICATION THEREOF on the 7th day of July, 1980.


MAYOR pro tem

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

5/2/80

ORIGINAL
Copied

AGREEMENT BETWEEN
THE CITY OF KIRKLAND, THE CITY OF BELLEVUE AND YARROW POINT PARTNERS

THIS AGREEMENT entered into this _____ day of _____, 1980, is by and between THE CITY OF KIRKLAND, THE CITY OF BELLEVUE and YARROW POINT PARTNERS.

WHEREAS Yarrow Point Partners, the owner of the hereinafter described real property situated within the City of Kirkland, has requested sewer connection and service for said real property; and

WHEREAS the City of Kirkland sewer system presently does not have facilities available within the area in which said real property is located, and to which said real property could connect and be provided with sewer services; and

WHEREAS the City of Bellevue has a sewer system with existing facilities within the public rights-of-way adjacent to said real property and into which temporary connections could be made; and

WHEREAS all parties agreed that said real property may be temporarily connected to and serviced by the City of Bellevue sewer system until such time as the Kirkland sewer system has extended their facilities into the area and can provide sewer service to said real property;

NOW, THEREFORE, in consideration of the terms and agreements hereinafter set forth, the parties agree as follows:

1. The City of Kirkland and the City of Bellevue agree that the owner may connect the real property, hereinafter described, into and be served by the Bellevue sewer system in accordance with the requirements and payment of costs set forth in Exhibit A attached hereto and incorporated herein; and for so long as said real property is so connected to the Bellevue sewer system, the occupants of said property shall be treated as customers of the Bellevue sewer system for all purposes including the billing and collection of service charges. Provided, however, that this arrangement shall continue pursuant to this agreement only until such time as the facilities of the City of Kirkland sewer system may be extended into the general area in which the real property is situate, and at such time as a service connection for said real property shall be made to the City of Kirkland sewer system and said real property shall be disconnected from the Bellevue sewer system.

2. The owner of the hereinafter described real property agrees and covenants with the City of Kirkland that said property shall be disconnected from the Bellevue sewer system facilities and reconnected to the City of Kirkland sewer system facilities at such time, after the Kirkland sewer system facilities have

been extended into the area within which said real property is located, as notice to make such connections to the Kirkland sewer system is given by the City of Kirkland.

3. At the time that said real property shall connect into the Kirkland sewer system, there shall be paid to the City of Kirkland by Yarrow Point Partners, their successors or assigns, all connection charges, fees and assessments, as would be required to be paid for connecting said real property at that time to the particular City of Kirkland utility system, notwithstanding the existence of this agreement; provided, however, that the sum of said charges, fees and assessments shall be reduced by the amount, if any, paid by the owner to the City of Bellevue for the privilege of connecting to the said Bellevue sewer system at the time that the temporary connection is made pursuant to this agreement.

4. It is the intention of all of the parties hereto that the obligations imposed upon the hereinafter described real property, and agreed to and assumed by the owners thereof, shall run with the land; and a copy of this agreement shall be recorded as a public record in the office of the King County Department of records and elections.

The real property subject to this agreement is described as:

Beginning at the intersection of the south line of Block F of Yarrow, according to plat recorded in Vol. 15 of Plats, page 92, in King County, Washington and the west line of Govt. Lot 8 in Sect. 19, Township 25 North, Range 5 E. W.M. in King County, Washington; Thence North 88°16'08" West 190.00 feet; Thence North 1°29'18" East 335.00 feet to the true point of beginning; Thence South 88°30'42" East 150.00 feet; Thence North 1°29'18" East to the Northerly line of said Tract F; Thence westerly along said Northerly line to the Northwest corner thereof; Thence Southerly along the Westerly line of said Tract F to a point which bears North 88°30'42" West from the true point of beginning; Thence South 88°30'42" East to the true point of beginning; EXCEPT the Westerly 5 feet & the Northerly 5 feet thereof; TOGETHER WITH an easement for road & utility purposes over a strip of land 50 feet in width, lying South of above described tract & lying North of Northeast 38th Street, the West line of said 50 foot strip bearing South 1°29'18" West from the true point of beginning of above described main tract.

OWNERS, YARROW POINT PARTNERS

CITY OF KIRKLAND :

Douglas J. Dodds
DOUGLAS J. DODDS

By _____

Carolyn J. Dodds
CAROLYN J. DODDS

CITY OF BELLEVUE

Bruce J. Dodds
BRUCE J. DODDS

By _____

Mary J. Dodds
MARY J. DODDS

Richard U. Chapin
RICHARD U. CHAPIN

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 11th day of June, 1980, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared BRUCE J. DODDS to me known to be the individual described in and who executed the foregoing and acknowledged to me that he signed the said AGREEMENT as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this day and year in this certificate above written.

Shirley A. Pass
NOTARY PUBLIC in and for the State
of Washington, residing at Redmond

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 11th day of June, 1980, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared MARY J. DODDS to me known to be the individual described in and who executed the foregoing and acknowledged to me that he signed the said AGREEMENT as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this day and year in this certificate above written.

Shirley A. Pass
NOTARY PUBLIC in and for the State
of Washington, residing at Redmond

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 11th day of June, 1980, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared RICHARD U. CHAPIN, to me known to be the individual described in and who executed the foregoing and acknowledged to me that he signed the said AGREEMENT as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this day and year in this certificate above written.

Shirley A. Pass
NOTARY PUBLIC in and for the State
of Washington, residing at Redmond

