

RESOLUTION NO. R- 2765

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A SEWER FACILITIES AGREEMENT PURSUANT TO CHAPTER RCW 35.91, AND APPROVING SAID AGREEMENT BETWEEN THE CITY OF KIRKLAND AND MAC LAND, INC.

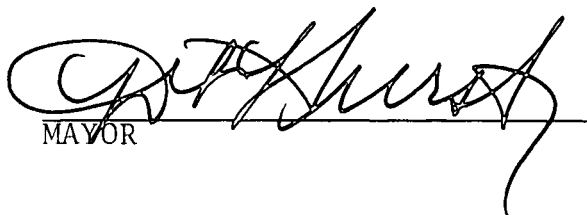
BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland an agreement with Mac Land, Inc., pursuant to Chapter RCW 35.91, in the form attached to the original of this resolution and which, by this reference, is incorporated herein.

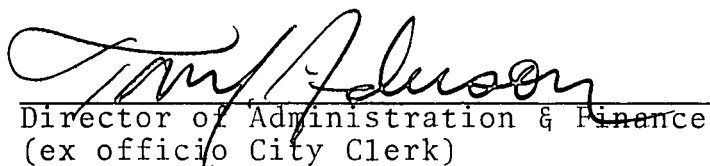
Section 2. The City Clerk is hereby directed to record with the King County Department of Elections and Records a certified copy of said facilities agreement, including Exhibits 1 through 3 inclusive, with the cost of such recording to be borne by Mac Land, Inc.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 20th day of October, 1980.

SIGNED IN AUTHENTICATION thereof on the 20th day of October, 1980.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



CITY OF KIRKLAND SEWER FACILITIES AGREEMENT
PURSUANT TO CHAPTER 35.91 REVISED CODE OF WASHINGTON

THIS AGREEMENT made and entered into this day, pursuant to RCW Chapter 35.91, between the City of Kirkland, a non-charter optional code city, hereinafter referred to as "City" and MacLand Inc., a Washington corporation, hereinafter referred to as "Company":

WITNESSETH:

Section 1. Company does hereby agree to construct, at its sole expense, the sewer facility described in Exhibit 2, attached hereto and by this reference incorporated herein, all in accordance with the specifications and standards of the City of Kirkland pertaining to sewer construction and installation.

Section 2. Upon completion of said sewer facility to the satisfaction of the Kirkland Director of Public Services, and acceptance thereof by the City of Kirkland, said facility shall become the property of the City of Kirkland and a part of its sewer system with full power of the City of Kirkland to charge for its use such sewer connection and service rates and charges as the City of Kirkland may be authorized by law to establish, and all further maintenance and operation costs of said facility shall be borne by the City of Kirkland.

Section 3. The area to be served by said facility is described and designated on Exhibit 1, attached to this agreement and by this reference incorporated herein. Said exhibit designates the real property owned by Company as specifically described in Exhibit 3, attached hereto, which shall not be subject to the provisions of paragraph 4 of this agreement. The balance of the service area as designated on Exhibit 1 and described in Exhibit 3, attached hereto, is divided into two benefit areas: a general benefit area and a direct benefit area. The real property within the general benefit area or within the direct benefit area shall be subject to the provisions of paragraph 4 of this agreement and to the payment of a fair prorata share of the cost of construction of said facility.

Section 4. Any owner of any real property located within the areas designated general benefit area and direct benefit area (other than those properties designated in Exhibit 3 as Company's properties) who shall hereafter tap in to or use said sewer facility (including not only connecting directly into but also to users connecting laterals or branches connected thereto) shall, prior to such tap in or use, pay to the City of Kirkland, in addition to any connection or other charge required by the ordinances of the City of Kirkland to be paid upon connecting to a sewer facility, their fair prorata share of the cost of construction of said facility.

Section 5. For the purposes of determining such "fair prorata share", the cost of construction of said facility shall be considered to be \$41,408.58, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility. The City of Kirkland shall determine each such fair prorata share by any method or formula authorized for the use in determination of assessments under Local Improvement District statutes for cities, provided, however, that if such determination has not been made by the City prior to its acceptance of the constructed facility, then said fair prorata share shall be determined: upon a square footage basis at the rate of \$.015 per square foot as to those areas designated and described in Exhibits 1 and 3 as lying within the "general benefit area"; and upon a square footage basis at the rate of \$.075 per square foot as to those properties designated on Exhibit 1 and described in Exhibit 3 as being within the "direct benefit area".

Section 6. Within sixty (60) days after receipt by the City of any "fair prorata share", the City shall disburse said sum, less fifteen (15%) percent thereof to be retained by the City of Kirkland to cover costs of administering the provisions of this agreement, to Company at 12733 Lake City Way N.E., Seattle, Washington, 98125, until such time as Company shall have received the total sum of \$27,473.95, or the expiration of fifteen (15) years from the date of this agreement, whichever event shall first occur. Thereafter, any amount of charge made or received by the City to tap in to or use said facility shall be retained by the City.

Section 7. The provisions of this agreement shall not be effective as to any owner of real property designated in Exhibit 1, other than Company, until such time as this agreement shall have been recorded in the Office of the King County Department of Elections and Records and then only as to such real property owners as tap in to or connect in to said facility subsequent to such recording. City shall not be required to disburse any "fair prorata share" to Company which may not be lawfully collected from such real property owner at the time said real property taps in to or connects to said facility.

Section 8. In the event the cost, or any part thereof, of a sewer improvement, whether local or general, is or will be assessed against the owners of real property and such sewer improvement will be connected in to or will make use of the facility constructed pursuant to this agreement, and the cost thereof was not contributed to by the owners of said real property, there shall be included in the Engineers' estimate for the hearing on any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair prorata share due from such owners in accordance with the provisions of this agreement.

Section 9. No person, firm or corporation, other than Company, as to the real property identified as owned by Company in Exhibit 1 hereto, shall be granted a permit or authorized to tap in to or use said facility or extensions thereof without first paying their fair prorata share as herein provided.

DATED at Kirkland, Washington, this 20th day of October, 1980.

MAC-LAND INC.

BY: Murdock D. MacPherson
Murdock D. MacPherson, Vice President

CITY OF KIRKLAND

BY: Allen B. [Signature]

State of Washington)
County of King) ss

On this day personally appeared before me, Murdock D. MacPherson, to me known to be the Vice President of the corporation that executed the foregoing agreement and acknowledged that said agreement 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 is authorized to execute said agreement, and that the seal affixed to said agreement is the corporate seal of said corporation.

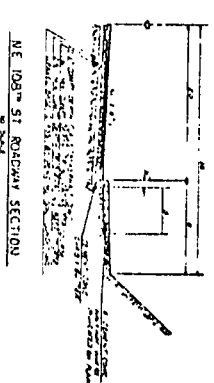
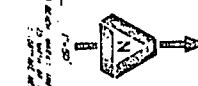
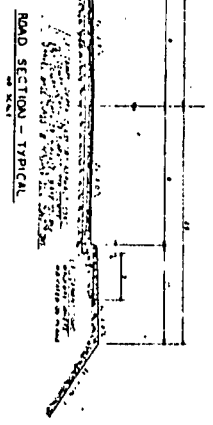
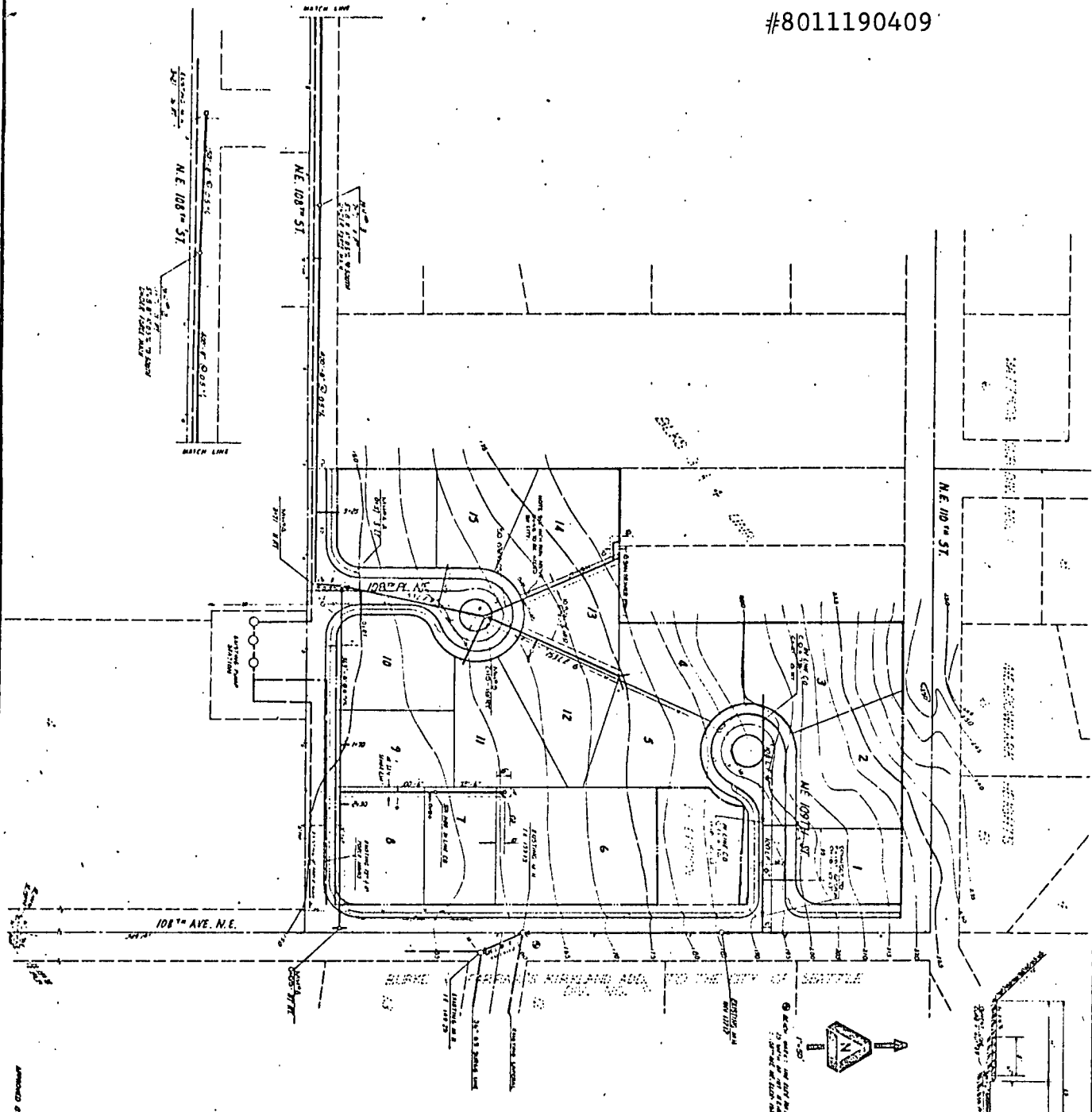
SUBSCRIBED AND SWORN to before me this 20th day of JUNE, 1980.

[Signature]
Notary Public in and for the State of Washington, residing at KIRKLAND

PARCEL NUMBER	COMPUTER ACCT. NO.	OWNER	LEGAL DESCRIPTION	SQ. FT. GEN. BEN.	SQ. FT. DIRECT BEN.
			(CONT. FROM SHEET 1) TO LEFT C/A 26°00'00" DIST. 27.23 FT. THENCE S35°06'05"E 68.16 FT. TO POINT OF CURVE RAD. 100 FT. THENCE SOUTH-EASTERLY ALONG CURVE TO RIGHT C/A 36°31'04" DIST. 63.73 FT. THENCE S01°24'59"W 24.70 FT. TO S. LINE THENCE E. ALONG S. LINE 125.59 FT. TO BEGINNING.		
④	0025	R. W. SHINSTROM & R. LUNDVALL 3520 S. SEASHORE GREENBANK, WA. 98253	JUANITA PARK TRACTS BLKS. 314 UNREC. LESS W. 75 FT. OF N. 160 FT. LESS W. 85 FT. OF S. 110 FT. OF N. 270 FT. LESS N. 120 FT. OF E. 243.83 FT. LESS PORTION PLATTED NITA VALE PARK DIV. #1 LESS PORTION SOUTH-EASTERLY OF N.E. 109 TH ST. & EASTERLY OF LINE BEG. MOST NORTHERLY COR. OF LOT 2 SAID PLAT THENCE WESTERLY ALONG STREET 40.43 FT. THENCE S09°06'05"E 113.31 FT. TO A POINT OF CURVE RAD. 60 FT. THENCE SOUTHEASTERLY ALONG CURVE TO LEFT C/A 26°00'00" DIST. 27.23 FT. THENCE S35°06'05"E 68.16 FT. TO POINT OF CURVE RAD. 100 FT. THENCE SOUTHEASTERLY ALONG CURVE TO RIGHT C/A 36°31'04" DIST. 63.73 FT. THENCE S 01°24'59"W 24.70 FT. TO S. LINE	31,810	29,760
⑤			THE W. PORTION OF KIRKLAND FIVE-ACRE TRACTS UNREC. E 1/2 OF TRACT 1 & W 1/2 OF TRACT 2 LESS PORTION OF S. 250 FT. LYING EAST OF WEST 289.75 FT. LESS COUNTY ROAD.	93,940	28,770
⑥	0007	GREGORY REX. 10442 N.E. 106 TH ST. KIRKLAND, WA. 98033	THE E. PORTION OF KIRKLAND FIVE-ACRE TRACTS UNREC. E 1/2 OF TRACT 1 & W 1/2 OF TRACT 2 LESS PORTION OF S. 250 FT. LYING EAST OF WEST 289.75 FT. LESS COUNTY ROAD.	66,440	28,770
⑦	0015	MARGE WILLIAMSON 13011 MERIDIAN #0-212 PUYALLUP, WA. 98371	KIRKLAND FIVE-ACRE TRACTS UNRECORDED E 1/2 LESS COUNTY ROAD	102,730	28,770
⑧			THE W. PORTION OF KIRKLAND FIVE-ACRE TRACTS UNREC. LESS W. 115 FT. OF E. 315 FT. OF N. 100 FT. OF 4 LESS COUNTY ROAD	205,360	60,080
⑨	0025	R. K. SELSET 10624 N.E. 106 TH KIRKLAND, WA. 98033	THE E. PORTION OF KIRKLAND FIVE-ACRE TRACTS UNREC. LESS W. 115 FT. OF E. 315 FT. OF N. 100 FT. OF 4 LESS COUNTY ROAD	193,880	51,490

#8011190409

R. 2765



- GENERAL NOTES**
1. ALL CONSTRUCTION AND MATERIALS ARE TO COMPLY TO PERMITS, SPECIFICATIONS AND STANDARD CONSTRUCTION FOR THE CITY OF SEATTLE.
 2. SINK HOLE LOCATIONS TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
 3. PRIOR TO RECEIVING WORK ASSIGNMENTS SHALL BE MADE WITH THE CITY OF SEATTLE AND THE CITY ENGINEER TO BE MADE WITH THE CITY ENGINEER AND THE CITY ENGINEER TO BE MADE WITH THE CITY ENGINEER.
 4. LOCATION, DEPTH OF EXISTING UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 5. ALL MANHOLES NOT TO BE PAVED UNLESS SHOWN TO HAVE EXISTING CURBS.
 6. SINK HOLE SHALL BE TO BE PER CONSTRUCTION WITH ASPHALT-1115, OR PER CITY ENGINEER. SINK HOLE SHALL BE WITH 1 FOOT OF SAND OR PER CITY ENGINEER.
 7. ALL SANITARY SEWER MAINS NOT TO BE PAVED UNLESS SHOWN TO HAVE EXISTING CURBS.
 8. ALL SANITARY SEWER MAINS SHALL BE 8" DIA. UNLESS OTHERWISE NOTED.
 9. ALL SANITARY SEWER MAINS SHALL BE 8" DIA. UNLESS OTHERWISE NOTED.
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 14. ALL SANITARY SEWER MAINS SHALL BE 8" DIA. UNLESS OTHERWISE NOTED.
 15. ALL SANITARY SEWER MAINS SHALL BE 8" DIA. UNLESS OTHERWISE NOTED.

EXHIBIT 2

APPROVED BY: *[Signature]* 2-28-22

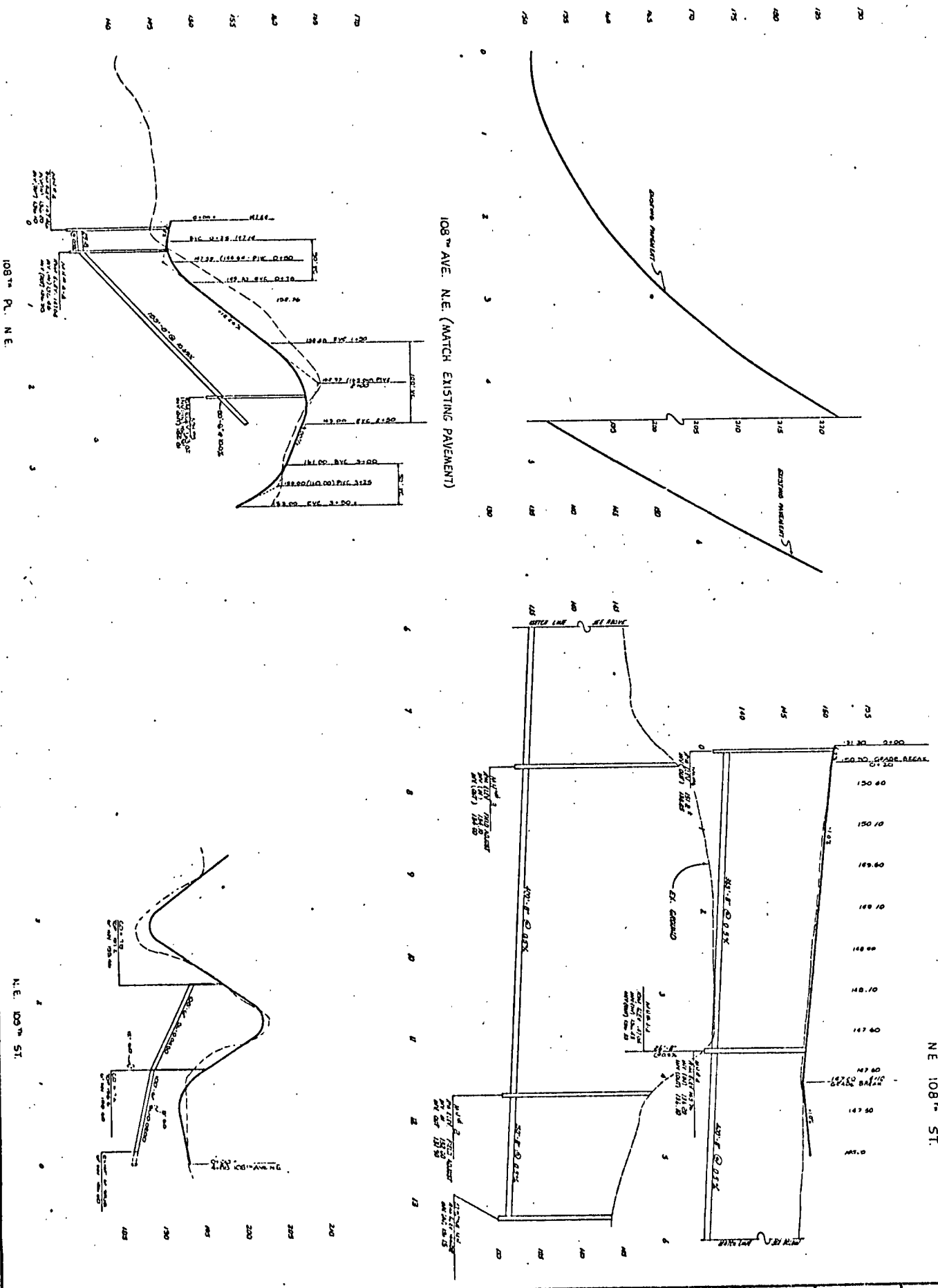
DATE: 2/28/22	DESIGNED BY: <i>[Signature]</i>
DRAWN BY: <i>[Signature]</i>	CHECKED BY: <i>[Signature]</i>
PROJECT MANAGER: <i>[Signature]</i>	

SANITARY SEWER PLAN
SUNNY HILLS

CITY OF KIRKLAND
3600 140th Ave SW, Suite 100, Kirkland, WA 98033
TEL: 425.822.3300 FAX: 425.822.3301

TRIAD ASSOCIATES
17000 1st Ave, Sunnyvale, CA 94088
TEL: 408.261.1111 FAX: 408.261.1112

REVISIONS	NO. 1
DATE	2/28/22
BY	<i>[Signature]</i>
DESCRIPTION	



108th AVE. N.E. (MATCH EXISTING PAVEMENT)

108th Pl. N.E.

NE 108th ST.

	Date: 10/22/2019
	Designed: [Signature]
	Drawn: [Signature]
	Checked: [Signature]
Project Manager: [Signature]	

SANITARY SEWER PROFILE
SUNNY HILLS
 108th AVE. N.E. (MATCH EXISTING PAVEMENT)

TRIAD ASSOCIATES
 ENGINEERING SURVEYING PLANNING

REVISIONS	SHEET
1. [Description]	1 of 1
2. [Description]	
3. [Description]	