

RESOLUTION NO. R 2949

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO THE KIRKLAND SEWER SYSTEM AND AUTHORIZING AND APPROVING AN INTER-LOCAL AGENCY AGREEMENT BETWEEN THE CITY OF KIRKLAND, THE MUNICIPALITY OF METROPOLITAN SEATTLE AND THE NORTHEAST LAKE WASHINGTON SEWER DISTRICT, TOGETHER WITH CERTAIN EASEMENTS OF A PERMANENT AND TEMPORARY NATURE TO BE GRANTED BY THE CITY OF KIRKLAND TO THE MUNICIPALITY OF METROPOLITAN SEATTLE (METRO).

Whereas, the City of Kirkland and the Northeast Lake Washington Sewer District have entered into long-term agreements with the Municipality of Metropolitan Seattle (Metro) for sewage disposal; and

Whereas, Metro desires to modify and improve certain Metro facilities located within or adjacent to the Juanita Bay/Slough area of the City of Kirkland; and

Whereas, said modifications and improvements cannot be undertaken without modifications to certain City of Kirkland and Northeast Lake Washington Sewer District facilities; and

Whereas, it is in the interests of all three local governmental agencies that said modifications and improvements be undertaken, now, therefore,

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

Section 1. That certain inter-local governmental agreement between the City of Kirkland, Northeast Lake Washington Sewer District and the Municipality of Metropolitan Seattle (Metro), copy of which is attached to the original of this resolution as Exhibit 1 and by this reference incorporated herein, is approved by the Kirkland City Council and the Kirkland Mayor is hereby authorized and directed to sign said agreement on behalf of the City of Kirkland; provided said agreement is substantially in the form attached as Exhibit 1.

Section 2. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland as grantor, that certain permanent utility easement coupled with a temporary construction easement, copy of which is attached to the original of this resolution as Exhibit 2 and by this reference incorporated herein.

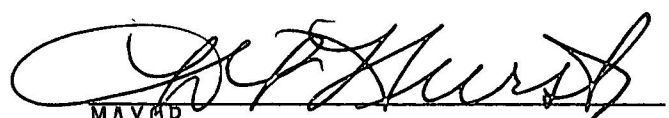
Section 3. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland as grantor, those two certain temporary construction easements



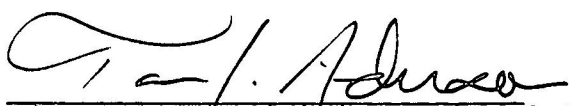
which are attached to the original copy of this resolution as Exhibits 3 and 4 and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting on the 7th day of September, 1982.

Signed in authentication thereof on the 7th day of September, 1982.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



CITY OF KIRKLAND
NORTHEAST LAKE WASHINGTON SEWER DISTRICT
MUNICIPALITY OF METROPOLITAN SEATTLE

JUANITA SYSTEM IMPROVEMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of September 1982 between the City of Kirkland, a municipal corporation of the State of Washington (hereinafter referred to as "the City"), Northeast Lake Washington Sewer and Water District, a municipal corporation of the State of Washington (hereinafter referred to as "the District"), and the Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington (hereinafter referred to as "Metro");

W I T N E S S E T H:

WHEREAS, the City and the District have entered into long-term agreements with Metro for sewage disposal dated May 5, 1961 and May 16, 1963 (hereinafter referred to as the "Basic Agreements"); and

WHEREAS, Metro desires to modify and improve certain Metro facilities; and

WHEREAS, said modifications and improvements cannot be undertaken without modifications to certain City and District facilities; and

WHEREAS, it is in the interest of the parties that said modifications and improvements be undertaken;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Definitions. The defined terms used in this Agreement shall have the meanings set forth in the Basic Agreements.

Section 2. Design and Construction of Certain Facilities. It shall be the sole responsibility of Metro to design, construct, or otherwise undertake the following:

a. A force main from the City's Kirkland Pumping Station to a point of connection with the District's 21-inch diameter gravity sewer at 98th Avenue N.E. approximately 500 feet south of N.E. Juanita Drive.

b. Modifications to the City's Kirkland Pumping Station necessary to insure operational compatibility with related new facilities.

c. A 12-inch diameter gravity sewer line between Metro's Juanita Heights Pumping Station and the City's Kirkland Pumping Station.

d. Connection of the City's sewer line currently tributary to Metro's Juanita Heights pumping station to the gravity sewer described in item c. of this Section 2.

Plans and specifications for the construction described in this Section 2 shall be in accordance with City specifications and shall be subject to review and approval by the City prior to commencement of construction.

Section 3. Work Involving City Facilities. The City authorizes Metro to construct all modifications to City facilities necessitated by the construction described in Section 2 subject to City review and approval of construction plans and specifications.

Section 4. Ownership and Maintenance of Completed Facilities. From and after the date of completion of the construction described in Section 2, the City shall own, operate, maintain, repair, replace, and be completely responsible for the following facilities as generally depicted on Exhibit A attached hereto:

a. The force main from the City's Kirkland Pumping Station to its point of connection to the District's 21 inch diameter gravity sewer.

b. The 12 inch diameter gravity sewer described in Section 2.c. from the site of Metro's abandoned Juanita Height's Pumping Station to the City's Kirkland Pumping Station.

Section 5. Acceptance of Contractor's Work. Prior to final acceptance of the contractor's work by Metro, the City shall be provided an opportunity to inspect the construction described

in Section 2 and make recommendations regarding deficiencies or incomplete work in accordance with the construction contract. It shall be the responsibility of Metro to pursue remedies enabled by the contractor's guaranty, and Metro agrees to pursue said remedies at the request of the City.

Section 6. Legal Relations. Metro shall take such reasonable actions as may be requested by the City to formalize the transfer of title to facilities conveyed to the City by the completion of construction as set forth in Section 2. From and after said completion, the City shall indemnify and hold harmless Metro from and against any and all claims, litigation, demands and suits for any personal injuries and property damage suffered or incurred by any person arising from the operation, maintenance, repair or replacement of said facilities.

Section 7. Connection to District Facilities. The district authorizes the connection of the force main described in Section 2.a. to its 21 inch diameter gravity sewer generally at the point of connection described in Section 2.a. The connection shall be made in accordance with design and construction standards of the District. The District does not transfer any title, right or interest in its facilities to the City, and the City shall not be permitted to connect its facilities to the District's facilities at any other point along the District's 21-inch diameter sewer line.

Section 8. Use of District Facilities. Following completion of the construction described in Section 2.a. and connection to District facilities as described in Section 7, the District will transport to Metro's Juanita Bay Pumping Station all sewage delivered by the City up to a maximum of 1,500 gpm to the District's 21 inch diameter gravity sewer via said connection for as long as the City may require. Capacity available to transport sewage delivered by the City shall not, in any event, be less than one-half the total capacity of said 21 inch diameter sewer line.

Section 9. Payment to the District by Metro. In consideration for the use of District facilities by the City as described in Section 8, Metro shall pay to the District \$75,000, which represents one half the construction cost of the District's 21 inch diameter sewer line referred to in Section 8. Said payment is in consideration of the District's agreement to transport sewage delivered by the City to Metro's Juanita Bay pumping station and said payment is not payment for the transfer of any title, right or interest in the District's 21 inch diameter sewer line to the City.


Section 10. Payment to the District by the City. The City agrees to annually reimburse the District for one-half of future costs incurred by the District for maintenance, repair, and replacement of the District's 21 inch diameter sewer referred to in Section 8 between 98th Street Northeast and Metro's Juanita Bay Pumping Station. Said reimbursement to the District shall be made following submittal to the City of a properly documented invoice. The City's share of the foregoing costs shall not exceed \$750 for the first year following connection to the District's 21 inch diameter sewer line. Thereafter the City shall pay one-half of the costs incurred by the District for maintenance, repair and replacement of the District's 21-inch diameter sewer line.

Section 11. Payment to the City by Metro. In consideration for future reimbursement payments to be made by the City as described in Section 10, Metro shall pay to the City \$20,000 following commencement of operation of the facilities described in Section 2.

Section 12. Basic Agreement Unchanged. Except as otherwise provided in this Agreement, all provisions of the Basic Agreement shall remain in full force and effect.

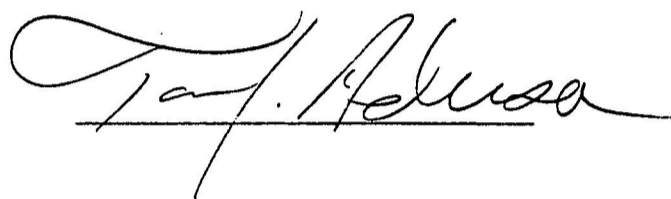
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

City of Kirkland



Mayor

Attest:



Northeast Lake Washington Sewer District

Commissioner

Commissioner

Commissioner

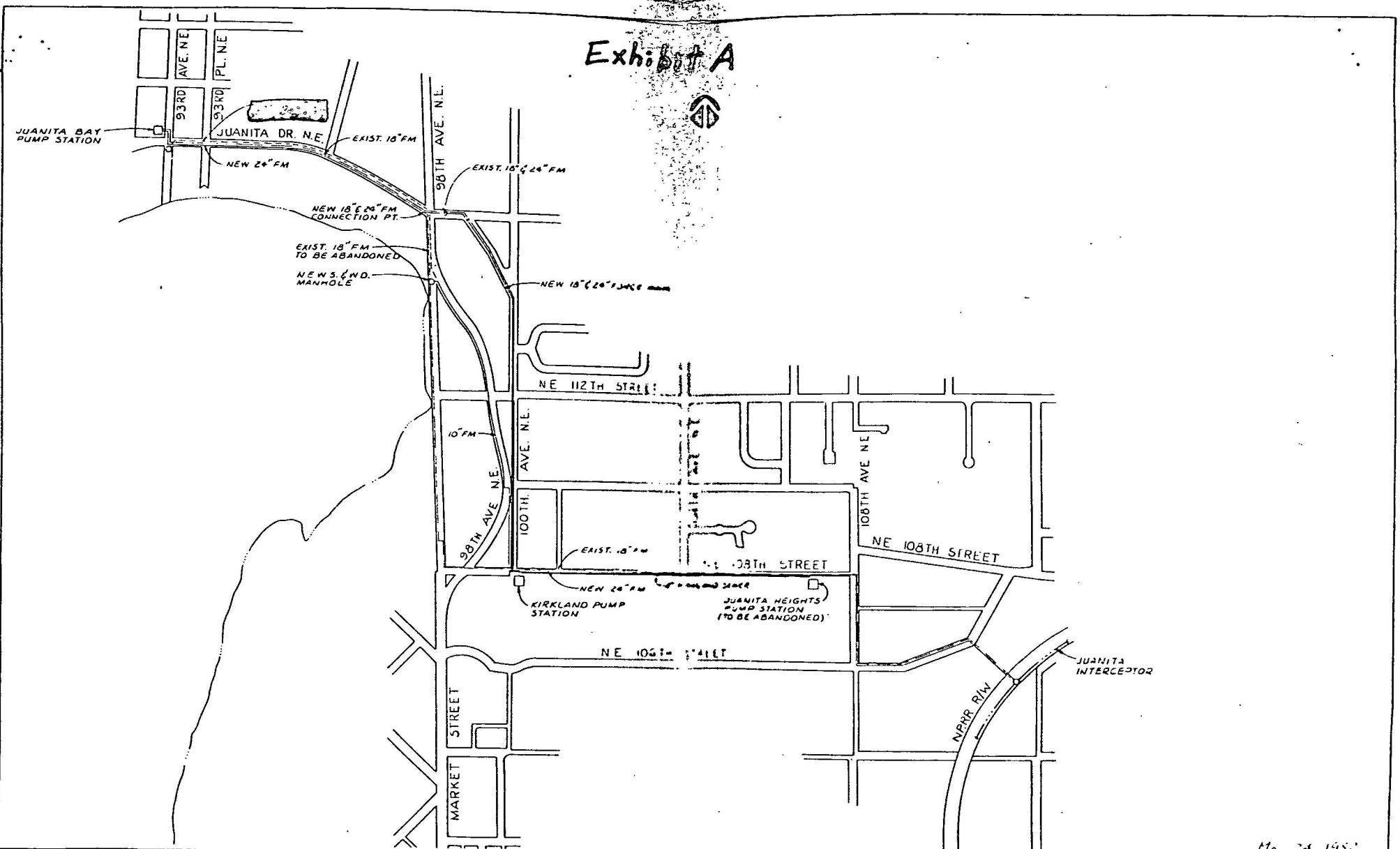
Attest:

Municipality of Metropolitan
Seattle

Executive Director

Attest:

Exhibit A



NO.	REVISION	BY	DATE



Kramer, Chin & Mayo, Inc.
 Engineers, Architects, Applied Scientists
 147 First Avenue, Seattle, Washington 98101
 Phone (206) 447-5300

DESIGNED	
CHECKED	
APPROVED	
DATE	

METRO Municipality of Metropolitan Seattle

SEWERAGE AND SANITATION SYSTEM - SANITARY SEWER
 VICINITY MAP

May 24 1952

UTILITY EASEMENT

The undersigned Grantors, their heirs, successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of One Thousand Four Hundred Seventy-Five and No/100 Dollars (\$1,475.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby convey and grant to the MUNICIPALITY OF METROPOLITAN SEATTLE, its successors and assigns (hereinafter together referred to as "MUNICIPALITY"), from the following-described property:

Parcel A: All that portion of the shore lands of the second class in front of, adjoining to or abutting upon Government Lot 5, Section 31, Township 26 North, Range 5 East, W.M., in King County, Washington, included in a tract described by metes and bounds as follows: Beginning at the point of intersection of the Government meander line in front of said Section 31 with the South line of said Government Lot 5 and running thence North $89^{\circ}54'35''$ West along said South line produced 745.159 feet; thence North $0^{\circ}01'50''$ East 349.208 feet; thence North $45^{\circ}31'57''$ East 925 feet, more or less, to the original line of ordinary high water in front of said Government Lot 5; thence Southeasterly along said highwater line 198 feet, more or less; to its intersection with the Government meander line; thence South $2^{\circ}36'53.2''$ East along said meander line 433 feet, more or less, to an angle point thereon; thence South $0^{\circ}05'53.2''$ East 378.92 feet to the point of beginning. The shore lands are as shown upon the maps of Lake Washington Shoreland filed in the office of the Commissioner of Public Lands at Olympia, Washington, September 19, 1921, under the provisions of Chapter 150 of Session Laws of 1917 and include the portion designated on said maps as the "Bolster Tract" together with that portion of Lot 2, Block "L", Lake Washington Shore Lands lying South of the North line of said "Bolster Tract" produced Northeasterly across said Lot 2.

Parcel B: All that portion of Lots 1 and 2, Block "L" of the Plat of Lake Washington Shorelands, 1921, as on file in the office of the State Land Commissioner and the Auditor of King County, Washington, described as follows: Beginning at a point from which the Northeast corner of Section 31, Township 26 North, Range 5 East, W.M., in King County, Washington, bears North $19^{\circ}31'13.1''$ East 2402.450 feet distant, and run thence North $46^{\circ}30'$ West 810.131 feet to the Inner Harbor Line as fixed and established in the Plat of Lake Washington Shorelands; thence along said Inner Harbor Line North $3^{\circ}30'$ East 407.537 feet; thence South $78^{\circ}00'$ East 988.603 feet to a point on the original ordinary high water line in Lake Washington, said point bearing North $45^{\circ}31'57''$ East from the point of beginning; thence South $45^{\circ}31'57''$ West 924.660 feet to the point of beginning.

Parcel C: All of Government Lot 5, Section 31, Township 26 North, Range 5 East, W.M., in King County, Washington.

a permanent easement over, across, along, in, upon and under the following-described portion of the above-described property:

The Easterly 15 feet of the above-described Parcel C lying Westerly of and adjoining the Westerly margin of 100th Avenue N.E. ALSO, a strip of land 10 feet in width lying 5 feet on each side of the following described line: Beginning at a point on the Westerly margin of 100th Avenue N.E. distant 583 feet Northerly of the Southeast Quarter corner of Section 31, Township 26 North, Range 5 East, W.M.; thence Westerly perpendicular and at right angles to said Westerly margin a distance of 15 feet to the Westerly margin of the above-described permanent easement and the true point of beginning; thence Westerly 20 feet, more or less, to its intersection with the Easterly line of 98th Avenue N.E.

said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using sewer force mains with all connections, manholes and appurtenances thereto, together with the right of ingress to and egress from said-described property for the foregoing purposes.

Grantor does further convey and grant to the MUNICIPALITY a temporary construction easement for all purposes during the construction of the said facilities over, across, along, in, upon and under the following-described property, together with the right of ingress to and egress from said-described property for the foregoing purposes, said easement to commence on the date of this instrument and to terminate on the date actual use of said easement area shall terminate or upon December 31, 1983, whichever shall first occur:

The Easterly 15 feet of the above-described Parcel A and B lying westerly of and adjoining the westerly margin of 98th Avenue N.E., EXCEPT the southerly 563 feet thereof. ALSO the Westerly 15 feet of the Easterly 30 feet of the above-described Parcel C.

The Grantor hereby and the MUNICIPALITY, by accepting and recording this easement, mutually covenant and agree as follows:

1. MUNICIPALITY shall upon completion of any initial construction of any facilities described herein and before the termination of the above-described temporary construction easement remove all debris and restore the surface of the above-described property as nearly as possible to the condition in which it existed at the date of this agreement.

2. MUNICIPALITY shall, if the above-described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above-described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

3. MUNICIPALITY shall protect and save harmless Grantor from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor, its successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.

4. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor. The construction, installation or maintenance, after the date of this agreement, however, of structures of a permanent nature within the above-described permanent easement area at any time, or within the temporary construction easement area until such temporary construction easement shall have been terminated, shall be deemed an interference with said easement rights and as to such structures the provisions of Paragraphs 1, 2 and 3 shall not apply. However, nothing in this easement shall prevent the Grantor from installing curbs, gutters, sidewalks or other street and utilities related improvements within the permanent easement area after the completion of said force main construction.

5. Payment for the temporary construction easement herein granted shall be made at the rate of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per year or fraction thereof that said temporary construction easement area is in actual use by MUNICIPALITY. The term "actual use" as used herein shall be construed to include only the period from the start of construction of said sewer force mains in the above-described temporary construction easement area until completion thereof, including reconstruction and restoration of improved areas.

6. MUNICIPALITY shall pay up to \$200.00 for expenses incurred by Grantor for the expert evaluation of this easement under the terms of R.C.W. 8.25.020.

Dated this 7th day of September, 1982.

City of Kirkland, a Municipal Corporation

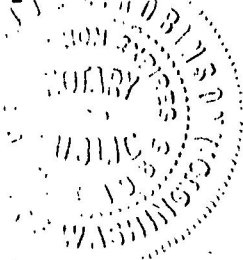
By 

Title Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of September, 1982, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared D. V. Hurst, to me known to be the Mayor of the City of Kirkland, the municipal corporation that executed the foregoing instrument and acknowledged that said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said municipal corporation.

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



Trigite E. Robinson
Notary Public in and for the
State of Washington, residing
at Bellevue

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor, its successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and grants to the MUNICIPALITY OF METROPOLITAN SEATTLE, its successors and assigns, (hereinafter referred to as "MUNICIPALITY"), a temporary construction easement over, across, along, in, upon and under the following described property:

Tracts 21B AND portions of 18A, 19A, 20A, 21A, 19B and 20B. Map in Cause No. 175301, showing Upland Tracts and Division of Shorelands adjoining in Section 30 and 31, Township 26 North, Range 5 East, W.M., on Juanita Bay in King County, all described as follows:

Beginning at the Southeast corner of said Government Lot 4; thence North $89^{\circ}25'10''$ West along the South line thereof 245.02 feet; thence North $0^{\circ}08'48''$ West parallel with the East line of said Lot 4, 15.001 feet to the true point of beginning; thence North $89^{\circ}25'10''$ West 716.089 feet to the inner harbor line of Lake Washington; thence North $43^{\circ}30'$ East along said inner harbor line 95.467 feet; more or less, to the Southwest corner of a tract of land conveyed to the City of Seattle by deed of record in Volume 1427 of Deeds, page 43, under Recording No. 2514150, records of King County, Washington; thence North $85^{\circ}32'30''$ East along the South line of said tract, 320 feet to the Southeast corner of said tract; thence North $1^{\circ}27'00''$ West 90.755 feet; thence North $83^{\circ}45'19''$ East 360.932 feet to a point from which the true point of beginning bears South $0^{\circ}08'48''$ East; thence South $0^{\circ}08'48''$ East 234.13 feet to the true point of beginning; EXCEPT that portion thereof lying within Lake Washington Boulevard (98th Avenue Northeast);

Situate in the County of King, State of Washington.

Said portion being described in this easement being the easterly 15 feet of the above-described property lying westerly of and adjoining the westerly margin of 98th Avenue Northeast.

Said easement being for the purpose of using the above-described area for all purposes including but not limited to the storage of pipe and material, excavating, filling, and access during construction and installation of a sewer line with all connections, manholes and appurtenances thereto on the adjoining or adjacent property, together with the right of ingress to and egress from said property for the foregoing purposes.

By accepting and recording this easement, MUNICIPALITY covenants as follows:

1. MUNICIPALITY shall upon completion of construction of any facilities described herein, and upon the completion of any repairs to any such facilities following construction, remove all debris and restore the surface of the above-described property as nearly as possible to the condition in which it existed at the date of this agreement.

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor, its successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and grants to the MUNICIPALITY OF METROPOLITAN SEATTLE, its successors and assigns, (hereinafter referred to as "MUNICIPALITY"), a temporary construction easement over, across, along, in, upon and under the following described property:

That portion of Government Lot 4 of Section 31, Township 26 North, Range 5 East, W.M., in King County, Washington, and second class shorelands adjoining, described as follows:

Beginning at the Southeast corner of said Government Lot 4; thence North $89^{\circ}25'10''$ West 30 feet to the Westerly margin of 100th Avenue Northeast; thence North $0^{\circ}08'48''$ West along the West margin of 100th Avenue Northeast, 256.03 feet to the true point of beginning; thence South $89^{\circ}51'12''$ West 150 feet to the old shore line of Lake Washington; thence South $83^{\circ}45'19''$ West 687.758 feet, more or less, to the inner harbor line; thence North $46^{\circ}30'00''$ West along said inner harbor line, 226.672 feet; thence North $75^{\circ}23'37''$ East 867.441 feet, more or less, to the old shore line; thence North $89^{\circ}51'12''$ East 164 feet to the West margin of 100th Avenue Northeast; thence South $0^{\circ}08'48''$ East along said West margin 300 feet to the true point of beginning; EXCEPT the following described parcel:

That portion of the second class shore lands fronting on Government Lot 4, Section 31, Township 26 North, Range 5 East W.M., in King County, Washington described as follows: Beginning at the Southeast corner of said Government lot; thence along the East line thereof North $0^{\circ}08'48''$ West 15 feet; thence North $89^{\circ}25'10''$ West 599.641 feet to the West line of Lake Washington Boulevard; thence along said boulevard line North $1^{\circ}27'00''$ West 189.205 feet to the true point of beginning; thence along said boulevard line North $1^{\circ}27'00''$ West 20 feet; thence South $83^{\circ}46'19''$ West 285 feet, more or less, to the inner harbor line of Lake Washington; thence Southeasterly along said harbor line to a point which is South $83^{\circ}45'19''$ West from the true point of beginning; thence North $83^{\circ}45'19''$ East 267.471 feet to beginning; being the Southerly 20 feet of Tract 17-B as shown on the Map in Cause No. 175301 of the Superior Court of King County, Washington in the division of uplands and shore lands on Juanita Bay. EXCEPT portions included within Lake Washington Boulevard and 98th Avenue Northeast. ALSO EXCEPT any portion lying Easterly of the Westerly margin of 98th Avenue N.E. as established April 10, 1972.

ALSO KNOWN AS portions of Lots 13A through 17A, and all of Lots 13B through 17B, except the South 20 feet of Lot 17B, all in the Superior Court Commissioner's Plat, by the map filed in King County Superior Court Cause-No. 175301, showing uplands tracts and division of shore lands as recommended by Albro Gardner, Jr., Court Commissioner.

Situate in the County of King, State of Washington.

Said portion being described in this easement being a strip of land 15 feet in width lying Westerly of and adjoining the Westerly margin of 98th Avenue Northeast.

Said easement being for the purpose of using the above-described area for all purposes including but not limited to the storage of pipe and material, excavating, filling, and access during construction and installation of a sewer line with all connections, manholes and appurtenances thereto on the adjoining or adjacent property, together with the right of ingress to and egress from said property for the foregoing purposes.

By accepting and recording this easement, MUNICIPALITY covenants as follows:

1. MUNICIPALITY shall upon completion of construction of any facilities described herein, and upon the completion of any repairs to any such facilities following construction, remove all debris and restore the surface of the above-described property as nearly as possible to the condition in which it existed at the date of this agreement.

2. MUNICIPALITY shall protect and save harmless Grantor, from and against any and all claims, damage and liability of every kind and description and for any damage to or loss or destruction of property whatsoever suffered by Grantor, its successors and assigns, because of the construction of said sewer trunk lines.

3. This temporary construction easement shall commence and be in effect on the date of this instrument and shall terminate on the date actual use of said easement shall terminate or on December 31, 1983, whichever date shall first occur.

4. MUNICIPALITY shall pay up to \$200.00 for expenses incurred by Grantor for the expert evaluation of this easement under the terms of R.C.W. 8.25.020.

DATED this 7th day of September, 19 82.

City of Kirkland, a Municipal Corporation

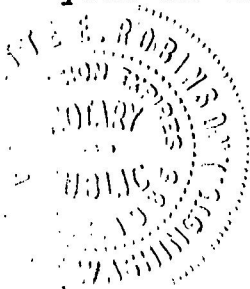
By [Signature]

Title Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of September, 1982, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared D. V. Hurst, to me known to be the Mayor of the City of Kirkland, the municipal corporation that executed the foregoing instrument and acknowledged that said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said municipal corporation.

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



Brigitte E. Robinson
Notary Public in and for the
State of Washington, residing
at Bellevue