

RESOLUTION R-3268

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY THAT CERTAIN STREET IMPROVEMENTS PROJECTS AGREEMENT MADE BETWEEN THE CITY OF KIRKLAND AND LAKE WASHINGTON PARK LIMITED PARTNERSHIP, PURSUANT TO RCW CHAPTER 35.72 AND CHAPTER 19.28, KIRKLAND MUNICIPAL CODE.

Whereas, Lake Washington Park Limited Partnership, has proposed a contract with the City of Kirkland for reimbursement of a portion of the construction costs paid by Lake Washington Park Limited Partnership, in improving N.E. 58th Street and N.E. 59th Street between Lake Washington Boulevard and Lakeview Drive within the City of Kirkland; and

Whereas, under such a contract and pursuant to RCW Chapter 35.72 and Kirkland Municipal Code Chapter 19.28, adjoining properties benefited by the street improvements will be assessed by the City of Kirkland for their proportionate share of the costs of the improvements and the assessments, when received by the City of Kirkland, will be paid over to Lake Washington Park Limited Partnership, as and for reimbursement for that portion of the street improvements costs paid by Lake Washington Park Limited Partnership, in excess of its proportionate share; and

Whereas, the owners of each adjoining property identified in said agreement as within the benefit area and subject to potential reimbursement assessment have been given notice as required by RCW Chapter 35.72 and Kirkland Municipal Code Chapter 19.28 of the proposed contract, its benefit assessment area and the amount of proposed assessment for each adjoining property; and

Whereas, more than twenty (20) days have expired since the mailing of said notices to the adjoining property owners, and no property owner has made to the City of Kirkland request for hearing thereon within said twenty (20) days of mailing;

Now therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. That certain agreement, a copy of which is attached to the original of this Resolution, and by this reference incorporated herein, between the City of Kirkland and Lake Washington Park Limited Partnership, and entitled "City of Kirkland Street Improvement Projects Agreement pursuant to RCW

Chapter 35.72 and Chapter 19.28, Kirkland Municipal Code", is hereby approved by the Kirkland City Council and the City Manager is authorized and directed to sign said agreement on behalf of the City of Kirkland.

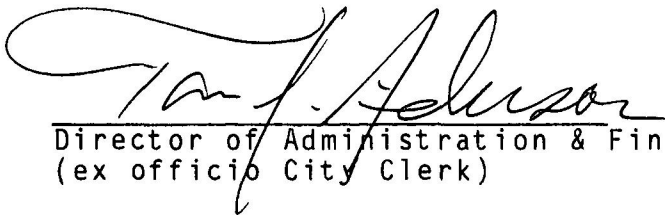
Section 2. Within thirty (30) days of the signing of said contract by both parties, a signed copy thereof shall be recorded with the King County Department of Elections and Records, at the expense of Lake Washington Park Limited Partnership, and after recording, the reimbursement assessment provisions of said agreement shall be binding on the owners of record within the assessment area defined in said contract.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 7th day of April, 1986.

Signed in authentication thereof this 7th day of April, 1986.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

CITY OF KIRKLAND STREET IMPROVEMENT PROJECTS AGREEMENT
PURSUANT TO RCW CHAPTER 35.72 AND CHAPTER 19.28
KIRKLAND MUNICIPAL CODE

THIS AGREEMENT is made and entered into this day, pursuant to RCW Chapter 35.72 and Kirkland Municipal Code Chapter 19.28 between the CITY OF KIRKLAND, a non-charter optional code city hereinafter referred to as "City" and LAKE WASHINGTON PARK LIMITED PARTNERSHIP hereinafter referred to as "Developer"

W I T N E S S E T H:

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

Section 2. Upon completion of said street improvement projects to the satisfaction of the Kirkland Director of Public Works and acceptance thereof by the City of Kirkland, said street improvements shall become the property of the City of Kirkland and a part of its street system and all further maintenance of said streets shall be borne by the City of Kirkland.

Section 3. The benefit areas to be served by each of the street improvement projects is described and designated on Exhibit 2, attached to this agreement and by this reference incorporated herein. Said exhibit designates the real property owned by developer as specifically described in Exhibit 2, attached hereto, which property shall not be subject to the provisions of paragraph 4 of this agreement. The balance of each of the benefit areas as designated on Exhibit 2 shall be subject to the provisions of Section 4 of this agreement, and to the payment of the assessment as set forth in Exhibit 2 as the fair pro rata share of the cost of construction of said street improvement projects.

Section 4. Any owner of real property designated in Exhibit 2 as "non-developer property" shall pay to the City of Kirkland pursuant to this contract, the amount designated in Exhibit 2 (being the assessment of its fair pro rata share of the cost of the street improvement project for which it is benefited described in Exhibit 1). Payment shall be made at such time within

fifteen years of the date of recording this agreement that the owner of said property may develop or redevelop (to a higher use than now actually being made of such property) such property. Said payment shall be made in full prior to issuance of any occupancy permit for such development or redevelopment.

The provisions of this section shall not apply to any such property owner if at the time of development or redevelopment, a similar street improvement project is required in connection with such development or redevelopment.

The assessment payment herein provided for shall be in addition to any other charge or fee required by the ordinances of the City of Kirkland to be paid upon or in connection with such future development or redevelopment.

Section 5. For the purposes of determining such "fair pro rata share" the cost of construction of the street improvement projects shall be considered to be \$60,572.05 for Northeast 58th Street and \$70,597.70 for Northeast 59th Street, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said street improvements including all costs and expenses incurred by the City pursuant to Section 19.28.040(2), Kirkland Municipal Code which costs shall be reimbursed to the City by developer at or prior to acceptance of the construction of the street improvement projects. The "fair pro rata share" of the cost of construction is designated on Exhibit 3 and is hereby approved by the City of Kirkland.

Section 6. Within 60 days after receipt by the City of any "fair pro rata share" the City shall disburse said sum less fifteen (15%) percent thereof to be retained by the City to cover costs of administering the provisions of this agreement to developers at Lake Washington Park Limited Partnership, 25 Central Way, Kirkland, Washington 98033 until such time as developers have received the total sum of \$51,486.24 for Northeast 58th Street and \$60,008.05 for Northeast 59th Street, or the expiration of fifteen years from the date of this agreement whichever shall first occur.

Section 7. The provisions of this agreement shall not be in effect as to any owner of real property designated in Exhibit 2, other than developers, until such time as this agreement shall have been recorded in the office of

the King County Department of Records and Elections and then only as to such real property owners as develop or redevelop their property adjacent to said street improvement projects subsequent to such recording. City shall not be required to collect nor disburse any "fair pro rata share" to developers which may not be lawfully collected from such real property owners at the time said real property develops or redevelops adjacent to said facility.

DATED at Kirkland, Washington this _____ day of _____, 19____.

CITY OF KIRKLAND:

DEVELOPERS:

By _____ CITY MANAGER, who is authorized to execute this agreement on behalf of said City by virtue of Resolution _____.

Lake Washington Park Limited Partnership

By [Signature]

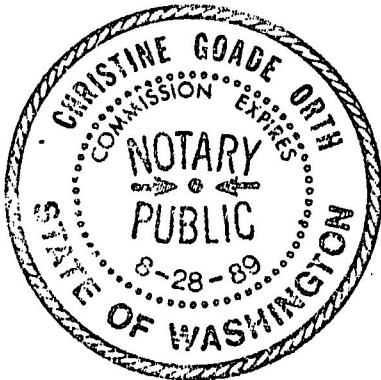
By _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of March, 1986, before me, the undersigned, Notary Public, personally appeared Donald J. Stabber and _____ who acknowledged themselves to be the Managing Partner of the Lake Washington Park Limited Partnership, and as such being so authorized to do, executed the foregoing instrument, and for the purposes therein contained by signing his name as such officer.

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

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing in King County.



STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Terry Ellis to me known to be the City Manager of the CITY OF KIRKLAND, a municipal corporation, that executed the foregoing instrument, and acknowledged the said instrument 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the
State of Washington, residing
in King County.