

RESOLUTION R- 3755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HUGH G. GOLDSMITH FOR EXTENSION OF SEWER FACILITIES IN THE VICINITY OF NORTHEAST 73RD STREET BETWEEN 116TH AVENUE NORTHEAST AND 119TH AVENUE NORTHEAST.

Whereas, Hugh G. Goldsmith, developer, has agreed to construct, at his sole expense, an extension to city sewer facilities in the vicinity of Northeast 73rd Street between 116th Avenue Northeast and 119th Avenue Northeast, and

Whereas, upon completion of said sewer facility extension to the satisfaction of the Kirkland Director of Public Works, 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 operation costs of said facility shall be born by the City of Kirkland, and

Whereas, the City of Kirkland is authorized pursuant to Chapter 35.91 RCW to enter into such an agreement, with the proviso that persons thereafter connecting to the extension will have to pay a portion of the construction cost as a condition of connection,

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

Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain Sewer Facilities Agreement between the City of Kirkland and Hugh G. Goldsmith, as set forth in Exhibit A to this resolution and by this reference incorporated herein.

Passed by majority vote of the

Kirkland City Council in r gular, open
meeting this 18th day of August, 1992.

Signed in authentication thereof this
18th day of August, 1992.



MAYOR

Attest:



City Clerk

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**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 Hugh G. Goldsmith hereinafter referred to as "Developer"

WITNESSETH

Section 1. Developer does hereby agree to construct, at its sole expense, the SEWER FACILITY 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 sewer construction and installation

Section 2. Upon completion of said sewer facility to the satisfaction of the Kirkland Director of Public Works, 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 operation costs of said facility shall be borne by the City of Kirkland

Section 3. The benefit area to be served by said facility is described and designated on Exhibit 2 attached to this agreement and by this reference incorporated herein Said Exhibit is a map showing the total benefit area and delineating thereon that portion of the benefit area owned by Developer EXHIBIT 3 attached to this agreement and by this reference incorporated herein is a listing of each lot or parcel within the benefit area including the lot or parcel legal description and the lot or parcel's "pro rata share" of the cost of construction of the sewer facility EXHIBIT 3 identifies those lots or parcels owned by Developer and not subject to the provisions of Section 4 of this agreement

Section 4. Any owner of any real property located within the benefit area (other than those properties designated in EXHIBIT 3 as Developer's properties) who shall hereafter tap into 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 \$ 59,035.00, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility The "FAIR PRORATA SHARE" of the cost of construction is designated on EXHIBIT 3, and is hereby approved by the City of Kirkland

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 Developers at Hugh Goldsmith, P.O. Box 3565, Bellevue, Washington 98009 until such time as Developers shall have received the total sum of \$ 23,074.08, 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 into or use said facility shall be retained by the City It shall be the duty of the Developers to advise the city of any change in the Developer's mailing address

Section 7. The provisions of this agreement shall not be effective as to any owner of real property designated in EXHIBIT 3, other than Developers, until such time as this agreement shall have been recorded in the Office of the King County Department of Elections and Records and than only as to such real property owners as tap into or connect into said facility subsequent to such recording City shall not be required to disburse any "fair prorata share" to Developers which may not be lawfully collected from such real property owner at the time said real property taps into 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 into 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 Engineer's 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 Developers, as to the real property identified as owned by Developers in Exhibit 2 hereto, shall be granted a permit or authorized to tap into or use said facility or extensions thereof without first paying their fair prorata share as herein provided

DATED at Kirkland, Washington, this 24th day of OCTOBER, 1991

CITY OF KIRKLAND

DEVELOPER

Terrence J. Ellis

[Signature]

CITY MANAGER FOR THE CITY OF KIRKLAND WHO IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF SAID CITY BY VIRTUE OF RESOLUTION NO R-3755

By _____
By _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me TERRENCE L. ELLIS ~~and~~ _____, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned

Given under my hand and official seal this 26th day of AUGUST, 1992

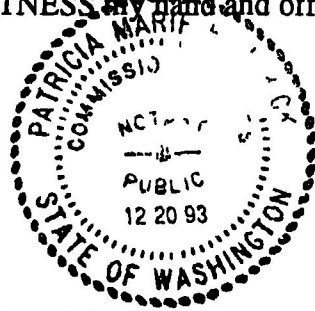


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing in King County My Commission Expires 8-19-96

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President, of the 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/she is authorized to execute the said instrument on behalf of said corporation

WITNESS my hand and official seal this 24 day of October, 1991



Patricia Marie Neuhoff
NOTARY PUBLIC in and for the State of Washington, residing in King County My Commission Expires 12-20-93

LIST OF EXHIBITS

- 1 Sewer Construction Plans
- 2 Map showing the total benefit area with legal description and delineating thereon the property owned by Developer
- 3 A listing of the individual lots and parcels including legal description for each within the benefit area as shown on Exhibit 2 with each lot and parcel's fair pro rata share of the cost of construction and clearly identifying the lots and parcels owned by Developer