

RESOLUTION R- 4030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VICTORIA DEVELOPMENT, A WASHINGTON GENERAL PARTNERSHIP, FOR THE EXTENSION OF SEWER FACILITIES IN THE VICINITY OF NE 90TH STREET AND 124TH AVENUE NE.

Whereas, Victoria Development, developer, has agreed to construct, at its sole expense, an extension to city sewer facilities in the vicinity of NE 90th Street and 124th Avenue NE; 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

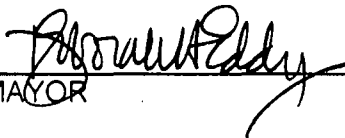
Whereas, the City of Kirkland is authorized pursuant to Chapter 35.91 RCW to enter into such an agreement, with the proviso that persons thereafter connecting to the extension will have to pay a portion of the construction cost as a condition of connection,

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

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain Sewer Facilities Agreement between the City of Kirkland and Victoria Development, 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 regular, open meeting this 15th day of October, 1996.

Signed in authentication thereof this 15th day of October, 1996.


MAYOR

Attest:


City Clerk
Reso\Victoria



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 Victoria Development, a Washington General Partnership, 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 and water facilities. 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 change 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 \$47,088.61, 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 23921 SE 160th Street, Issaquah, WA 98027, until such time as Developers shall have received the total sum of \$23,905.85, 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 then 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 _____ day of _____, 1996.

CITY OF KIRKLAND:

DEVELOPER:

VICTORIA DEVELOPMENT,
A WASHINGTON GENETA PARTNERSHIP

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

By: *Osley Saunders*

By: *Keith M... ..*

Dated at Belleve ~~Kirkland~~ this 18th day of September, 1996.

(Individuals Only)

(Partnerships Only)

(Corporations Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

OWNER(S) OF REAL PROPERTY

OWNER(S) OF REAL PROPERTY

Victoria Development
(Name of Partnership or Joint Venture)

(Name of Corporation)

By General Partner *Osley Saunders*

By President

By General Partner *Keith M...*

By Secretary

By General Partner



(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this _____ day of _____, 19____, 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 individual(s) described herein and who executed the Sewer Facilities Agreement, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____
My commission expires: _____

(Partnerships Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this 18th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Henry Neil Summers and Keith M. McLean to me, known to be general partners of Victoria Development, the partnership that executed the Sewer Facilities Agreement, and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

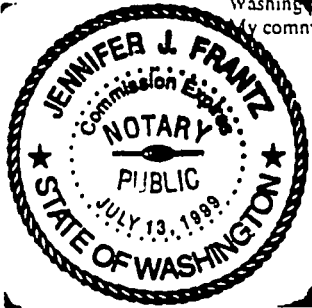
WITNESS my hand and official seal hereto affixed the day and year first above written.

Jennifer J. Frantz

Notary's Signature
Jennifer J. Frantz

Print Notary's Name

Notary Public in and for the State of Washington, Residing at: Kenilworth
My commission expires: 7/13/99



(Corporations Only)

STATE OF WASHINGTON)
) SS.
County of King)

On this _____ day of _____, 19____, 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 and Secretary, respectively, of _____ the corporation that executed the Sewer Facilities Agreement, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign 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's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____
My commission expires: _____

SAUNDER'S SEWER EXTENSION

Latecomer's Assessment Role

"Name of Plat"

| REF. NO. | TAX/PARCEL NO. | OWNER | LEGAL DESCRIPTION | Total Area | Dir. Ben. Area | Gen. Ben. Area | Dir. Ben. Cost | Gen. Ben. Cost | Sub Total | Reimburse @ 85% | City @ 15% |
|---------------|----------------|----------------------------------------------------------|-----------------------------------------------------------------|---------------|----------------|----------------|--------------------|----------------|--------------------|--------------------|-------------------|
| 1 | 123850-0566 | Phillip Hamis 703 4th AVE #103 Kirkland, WA 98033 | Lot 7, Block 41, Burke & Farrar's Add'n, the S 80' along W line | 14,270 | 14,270 | | \$8,570.08 | \$0.00 | \$8,570.08 | \$7,284.57 | \$1,285.51 |
| 2 | 123850-0565 | J.R. Frey 9013 124th Ave NE Kirkland, WA 98033 | Lot 8, Block 41, Burke & Farrar's Addition, less the S 120' | 22,384 | 22,384 | | \$13,443.08 | \$0.00 | \$13,443.08 | \$11,426.62 | \$2,016.46 |
| 3 | 123850-0563 | George Stewart 12242 NE 90th ST Kirkland, WA 98033 | Lot 8, Block 41, Burke & Farrar's Add'n, the S 120' less 80' | 10,176 | 10,176 | | \$6,111.36 | \$0.00 | \$6,111.36 | \$5,194.66 | \$916.70 |
| 4 | | | | | | | | | | \$0.00 | \$0.00 |
| 5 | | | | | | | | | | \$0.00 | \$0.00 |
| 6 | | | | | | | | | | \$0.00 | \$0.00 |
| 7 | | | | | | | | | | \$0.00 | \$0.00 |
| 8 | | | | | | | | | | \$0.00 | \$0.00 |
| TOTALS | | | | 46,830 | 46,830 | 0 | \$28,124.52 | \$0.00 | \$28,124.52 | \$23,905.85 | \$4,218.68 |

Developer/Company Owned Property

| REF NO | TAX/PARCEL NO | OWNER | LEGAL DESCRIPTION | Total Area | Dir. Ben. Area | Gen. Ben. Area | Dir. Ben. Cost | Gen. Ben. Cost | | | |
|---------------------------|---------------|-----------------------------------------------------------------|-----------------------------------------------------|---------------|----------------|----------------|--------------------|----------------|--|--|--|
| 9 | 123850-0560 | Victoria Development 23921 SE 160th ST Issaquah, WA 98027 | Lot 7, Block 41, Burke & Farrar's Add'n, less S 80' | 31,577 | 31,577 | | \$18,964.09 | \$0.00 | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| TOTALS | | | | 31,577 | 31,577 | 0 | \$18,964.09 | \$0.00 | | | |
| TOTAL BENEFIT AREA | | | | 78,407 | SQ. FT. | | | | | | |

Calculation of the Cost Per Square Foot:

| | |
|-----------------------------|--------------------|
| BENEFIT AREA in square feet | 78,407 |
| TOTAL CONSTRUCTION COST | \$42,107.31 |
| ENGINEERING COST | \$4,981.30 |
| yields a TOTAL COST of | <u>\$47,088.61</u> |

100% of Total Cost shall be borne by the Total Direct Benefit Area (TDFA)
Therefore; the following are costs per square foot for each benefit area:

$$[(100\%) \times (\text{Total Cost}) / (\text{TDFA})] = \$0.60$$

