

RESOLUTION R- 4189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER AND WATER FACILITIES AGREEMENT WITH TUDOR HOUSE INVESTMENT COMPANY AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the improvement of public health is furthered by adequate and comprehensive water facilities and sanitary sewer systems; and

WHEREAS, the Washington State Legislature enacted the Municipal Water and Sewer Facilities Act (RCW 35.91.010 et seq.) in furtherance of these goals and authorizing municipalities to enter into agreements of this nature; and


WHEREAS, the City of Kirkland concludes entering into this agreement will promote these goals,

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

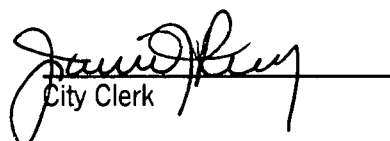
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City the Sewer and Water Facilities Agreement between the City and Tudor House Investment Company. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 1st day of June, 1999.

Signed in authentication thereof this 1st day of June, 1999.


MAYOR

Attest:


City Clerk

reso\tudoragr



SEWER & WATER 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 **Tudor House Investment Company**, hereinafter referred to as "Developer":

WITNESSETH:

Section 1. Developer does hereby agree to construct, at its sole expense, the SEWER AND WATER FACILITIES 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 and water construction and installation.

Section 2. Upon completion of said sewer and water facilities 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 and water system with full power of the City of Kirkland to charge for its use such sewer connection and service rates and charges and water 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 1 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 2 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 4 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 4 as Developer's properties) who shall hereafter tap into or use said sewer or water 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 or water 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 **\$622,224**, 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 **411 University Street, Suite 1200, Seattle, Washington 98101** until such time as Developers shall have received the total sum of **\$52,888.70**, 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 or water improvement, whether local or general, is or will be assessed against the owners of real property and such sewer or water 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 _____, 19____.

CITY OF KIRKLAND:

DEVELOPER:

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: _____

By: _____

Dated at Kirkland this _____ day of _____, 199_____.

(Individuals Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

(Partnerships Only)

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture)

By General Partner

By General Partner

By General Partner

(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)

By President

By Secretary

(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 _____ 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 general partners of _____

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.

Notary's Signature

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

(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: _____

EXHIBIT 1

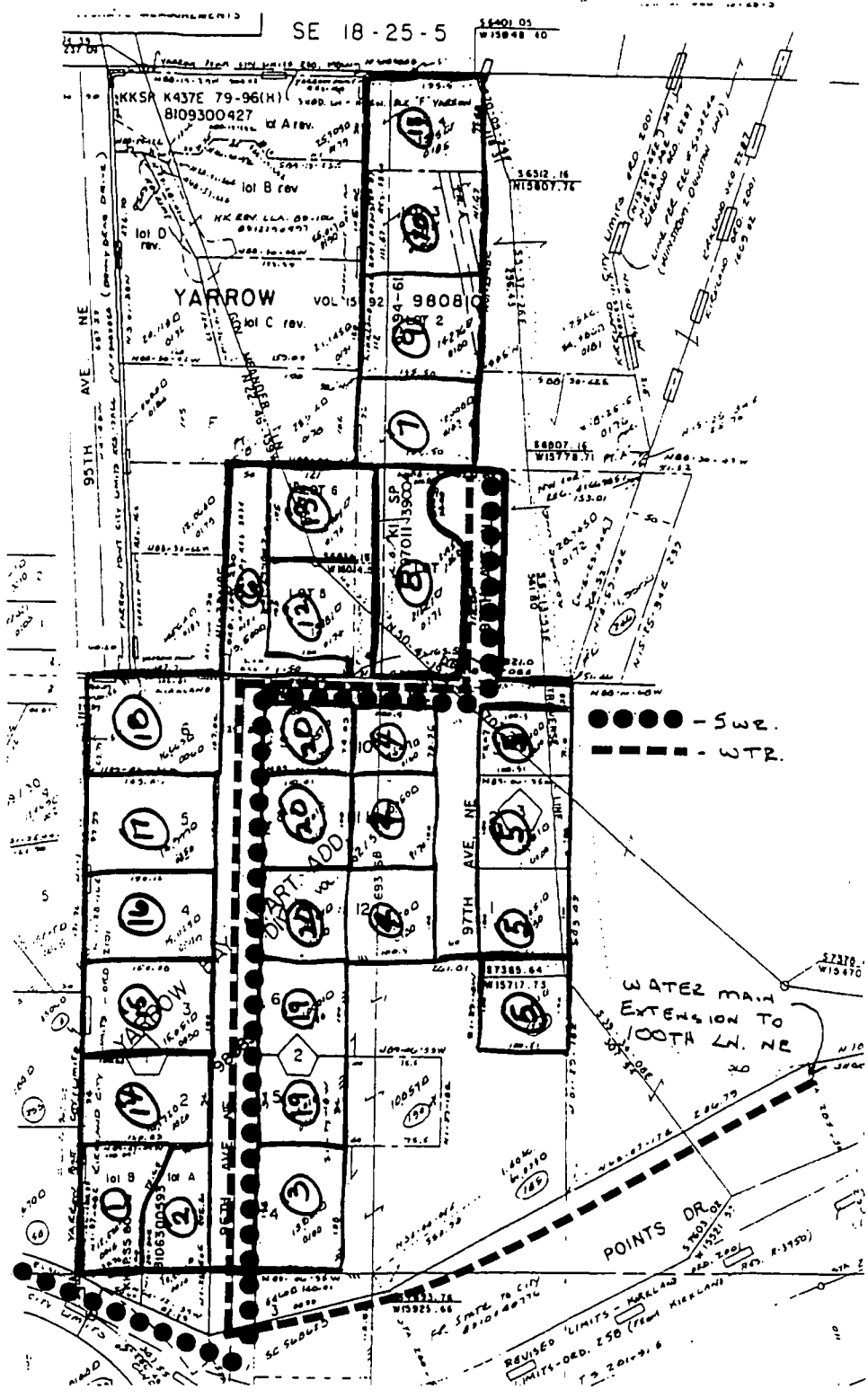


EXHIBIT 2

Southbay

"Name of Plat"

Latecomer's Assessment Role

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION	Dir. Ben. Cost	Gen. Ben. Cost	Total Cost	Reimburse @ 85%	City @ 15%
5	980850-0190	David E. Houser 4223 163rd Ave. SE Bellevue, WA 98006	Lot 1, Blk. 3 Yarrow Bay Apt. Div. 1	\$31,111.00	\$0.00	\$31,111.00	\$26,444.35	\$4,666.65
5	980850-0200	David E. Houser 4223 163rd Ave. SE Bellevue, WA 98006	Lot 2, Blk. 3 Yarrow Bay Apt. Div. 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	192505-9214	David E. Houser 4223 163rd Ave. SE Bellevue, WA 98006	Tax lot 214 in Range 05, Township 25, Section 19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	980850-0210	David E. Houser 4223 163rd Ave. SE Bellevue, WA 98006	Lot 3, Blk. 3 Yarrow Bay Apt. Div. 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	980810-0182	Marian Mazon 9209 Cyrus Ave. NW Seattle, WA 98117	Block F, Yarrow Bay Apt. Div. 1, beg at SW corner	\$31,111.00		\$31,111.00	\$26,444.35	\$4,666.65
TOTALS				\$62,222.00	\$0.00	\$62,222.00	\$52,888.70	\$9,333.30

Assessed

Southbay

Non-Assessed Parcels

Name of Plat

EXHIBIT 3

REF NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION
1	980850-0015	E. Ronald Erickson 9506 NE Points Dr. Kirkland, WA 98033	Lot B., Blk. 1 Yarrow Bay Apt. Div. 1
2	980850-0010	The Highwood Co. 11331 NE 50th Pl Kirkland, WA 98033	Lot A, Blk 1 Yarrow Bay Apt. Div. 1
3	980850-0100	The Highwood Co. 11331 NE 50th Pl Kirkland, WA 98033	Lot 4, Blk. 2 Yarrow Bay Apt. Div. 1
4	980850-0180	The Highwood Co. 11331 NE 50th Pl Kirkland, WA 98033	Lot 12, Blk. 2 Yarrow Bay Apt. Div. 1
4	980850-0170	The Highwood Co. 11331 NE 50th Pl Kirkland, WA 98033	Lot 11, Blk. 2 Yarrow Bay Apt. Div. 1
4	980850-0160	The Highwood Co. 11331 NE 50th Pl Kirkland, WA 98033	Lot 10, Blk. 2 Yarrow Bay Apt. Div. 1
7	980810-0187	James D. Dempsey 12232 SE 59th St. #118 Bellevue, WA 98006	F Yarrow Add Beg At Intsn 0
8	980810-0171-06	Tudor House Invest. Co. 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 1, Block F, Yarrow Bay Apt. Div. 1
9	980810-0180-05	Tudor House Invest. Co. 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 2, Block F, Yarrow Bay Apt. Div. 1
10	980810-0186-09	Tudor House Invest. Co. 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 3, Block F, Yarrow Bay Apt. Div. 1
11	980810-0185-00	Tudor House Invest. Co. 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 4, Block F, Yarrow Bay Apt. Div. 1
12	980810-0174-03	Tudor House Invest. Co. 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 5, Block F, Yarrow Bay Apt. Div. 1

Southbay

Non-Assessed Parcels

"Name of Plat"

REF. NO.	TAX/PARCEL NO.	OWNER	LEGAL DESCRIPTION
13	980810-0175-02	Tudor House Invest. Co. 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 6, Block F, Yarrow Bay Apt. Div. 1
14	980850-0020-00	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 2, Block 1, Yarrow Bay Apt. Div. 1
15	980850-0030-08	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 3, Block 1, Yarrow Bay Apt. Div. 1
16	980850-0040-06	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 4, Block 1, Yarrow Bay Apt. Div. 1
17	980850-0050-03	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 5, Block 1, Yarrow Bay Apt. Div. 1
18	980850-0060-01	Steve Cramer Cramer & Assoc. 5344 SW Lander St. Seattle, WA 98116	Lot 6, Block 1, Yarrow Bay Apt. Div. 1
19	980850-0110-01	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 5, Block 2, Yarrow Bay Apt. Div. 1
19	980850-0120-09	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 6, Block 2, Yarrow Bay Apt. Div. 1
20	980850-0130-07	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 7, Block 2, Yarrow Bay Apt. Div. 1
20	980850-0140-05	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 8, Block 2, Yarrow Bay Apt. Div. 1
20	980850-0150-02	Roger A. Rieger 411 Univ. St., 12th flr. Seattle, WA 98101	Lot 9, Block 2, Yarrow Bay Apt. Div. 1

LATECOMMER'S ASSESSMENT

Water Costs	\$140,559
Sewer Costs	<u>\$481,665</u>
Total	\$622,224
Number of Lots to be Assessed	20
Cost Per Lot	\$31,111