

RESOLUTION R- 4369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH T. SCOTT DARLING 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 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 this goal and Authorizing municipalities to enter into agreements of this nature; and

WHEREAS, The City of Kirkland concludes entering into this agreement will promote this goal; and

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

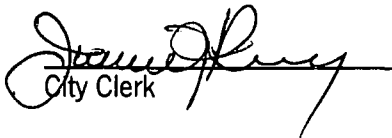
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City the Sewer Facility Agreement between the City and T. Scott Darling. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of December, 2002.

Signed in authentication thereof this 17th day of December, 2002.

MAYOR

Attest:


City Clerk



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 T. SCOTT DARLING hereinafter referred to as "Developer":

WITNESSETH

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

Section 2. Upon completion of said sewer 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 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 of parcel's "pro rata share" of the cost of construction of the sewer 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 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 pro rata share of the cost of construction of said facility.

Section 5. For the purposes of determining such "fair pro rata share" the cost of construction of said facility shall be considered to be \$117,160.20, provided, however, the City may adjust said cost to reflect the true and final cost of construction of said facility. The "FAIR PRO RATA SHARE" of the cost of construction as 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 pro rata 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 Developer at 7323 126th AVE NE, KIRKLAND, WA until such time as Developer shall have received the total sum of \$ 42,088.24, 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 Developer 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 Developer, 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 pro rata share" to Developer 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 or sewer improvement, whether local or general, is or will be assessed against the owners of real property and such 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 or any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair pro rata share due from such owners in accordance with the provisions of this agreement.

Section 9. No person, firm, or corporation, other than Developer's, as to the real property identified as owned by Developer in EXHIBIT 4 hereto, shall be granted a permit or authorized to tap into or use said facility or extensions thereof without first paying their fair pro rata share as herein provided.

DATED at Kirkland, Washington, this 27 day of November, 2002

CITY OF KIRKLAND:

DEVELOPER:

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

T. Scott Darling

By: _____

By: _____

(Individuals Only)OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)T. Scott Darling

_____**(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)
County of King) SS.

On this 27 day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas S Darling and _____ to me known to be the individual(s) described herein and who executed the Sewer Facilities Agreement and acknowledged that he signed the same as his 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

Terri L Corp

Print Notary's Name _____
Notary Public in and for the State of Washington, Residing at: King County
My commission expires: November 2, 2006

(Partnerships Only)

STATE OF WASHINGTON)
County of King) SS.

On this _____ day of _____, _____, 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 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: _____

EXHIBIT 1

126th AVENUE NE SANITARY SEWER EXTENSION

KIRKLAND, WA

NE ¼ SEC 9 TWP 25 RANGE 5 EAST

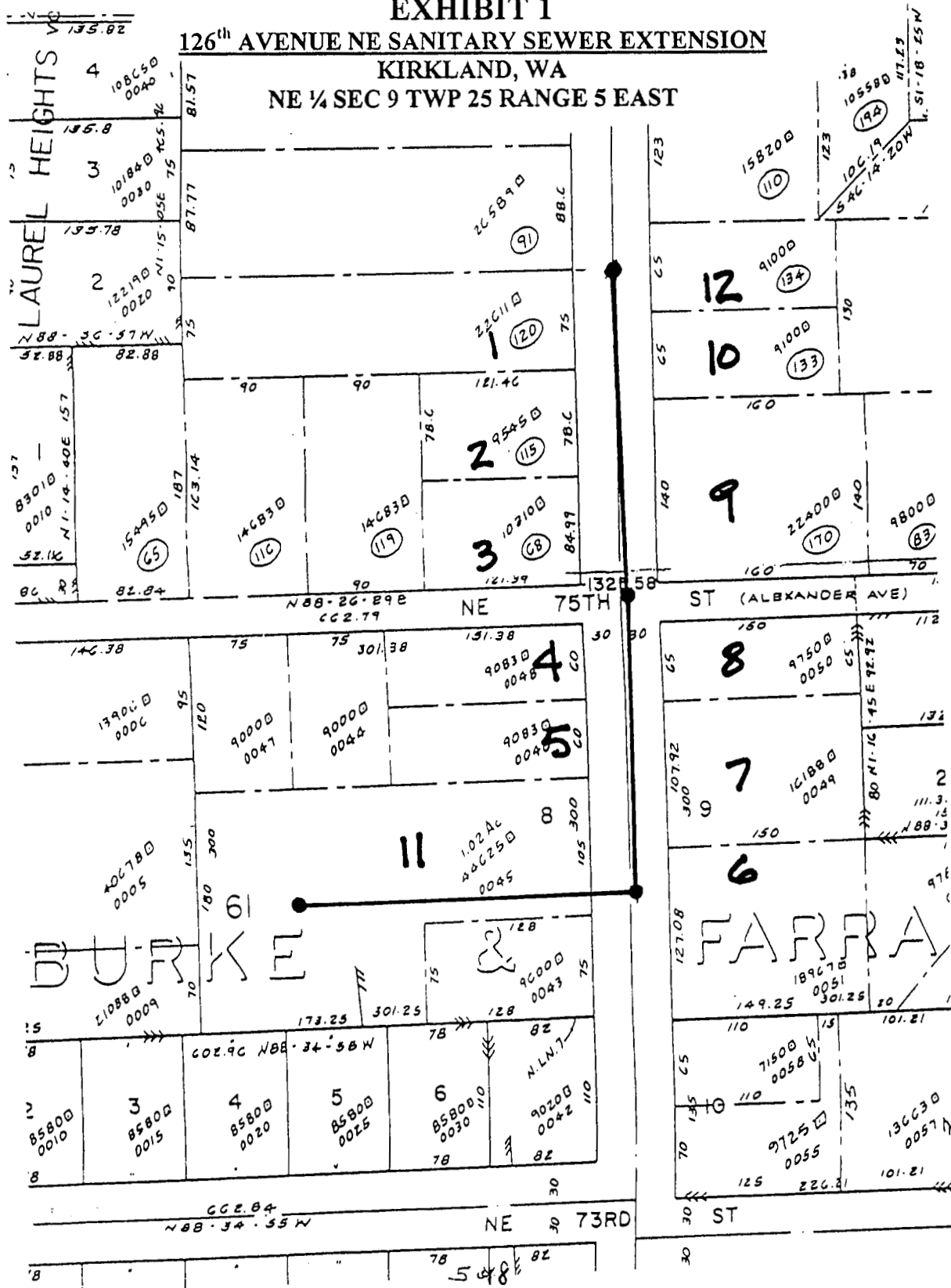
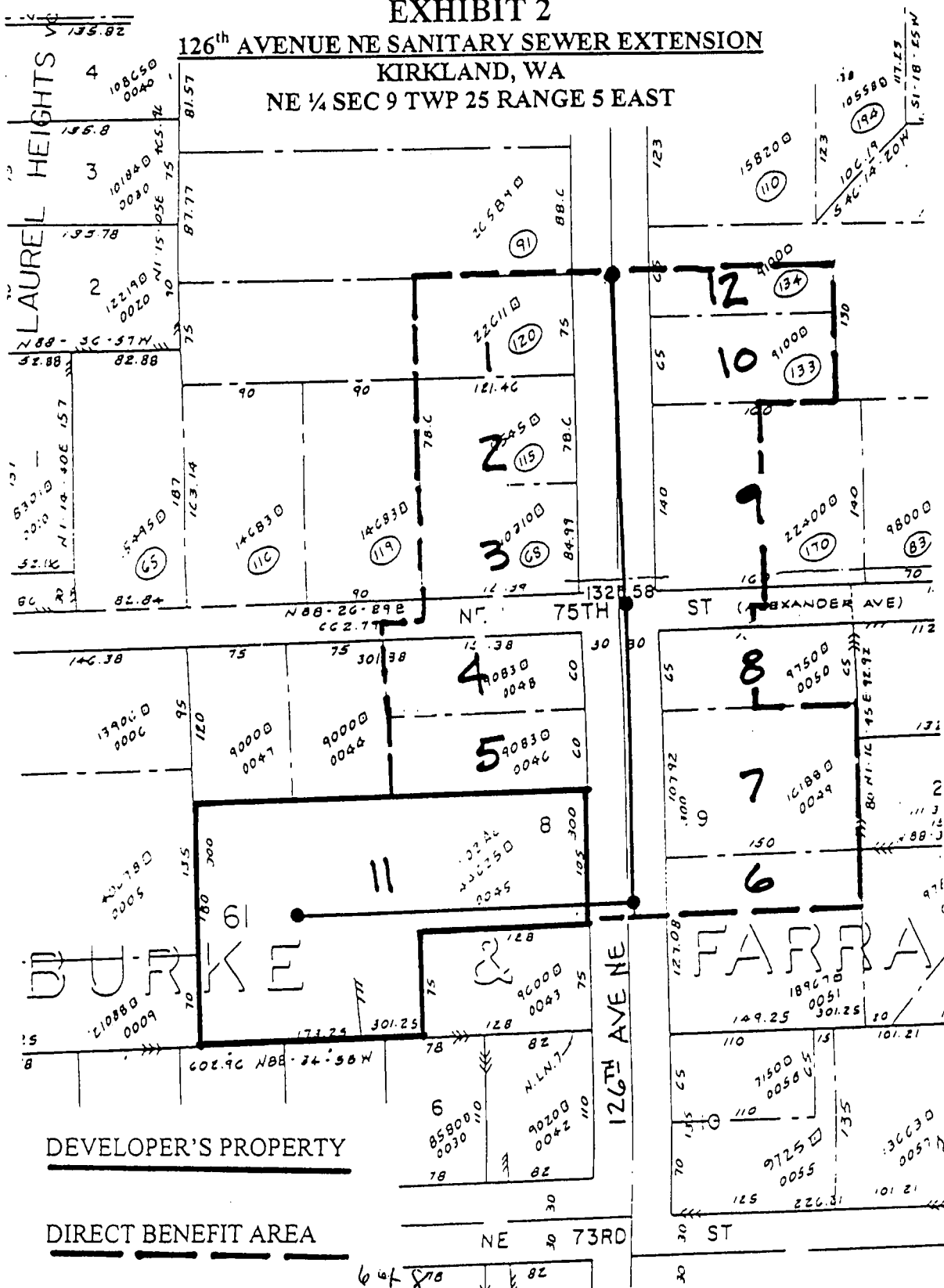


EXHIBIT 2

126th AVENUE NE SANITARY SEWER EXTENSION

KIRKLAND, WA

NE 1/4 SEC 9 TWP 25 RANGE 5 EAST



Dewing/Darling Short Plat Latecomer's Assessment Roll

EXHIBIT 3

Ref No.	Tax/Retail No.	Owner/Address	Legal Description	Total Area (SF)	Direct Benefit Area (SF)	Total Cost	Reimburse Developer @ .85%	Reimburse City @ .15%
1	092505-9120	7521 126th Avenue NE Kirkland, WA 98033	The south 75 feet of the north half of the south half of the south half of the east half of the west half of the northwest quarter of the northeast quarter of section 9, township 25 north, range 5 east, W. M., in King County, Washington; less the county road.	22,611	9,075	\$7,348.63	\$6,246.33	\$1,102.29
3	092505-9068	12528 NE 75th Street Kirkland, WA 98033	The south half of the south quarter of the east half of the west half of the northwest quarter of the northeast quarter of Section 9, Township 25 north, Range 5 east, W.M., in King County, Washington; except the west 180 feet; and except the west 121.46 feet of the east 151.46 feet of the north 78.60 feet thereof; and except that portion lying within 126th Avenue NorthEast. Situate in the County of King, State of Washington.	10,210	10,210	\$8,267.71	\$7,027.55	\$1,240.16
6	124150-0051	7320 126th Avenue NE Kirkland, WA 98033	The south 127.08 feet of lot 9, Block 62, Burke and Farrar's Kirkland Addition to the City of Seattle, Division No. 20, according to plat recorded in Volume 21 of Plats, Page 43, in King County, Washington; except the east 152 feet thereof.	18,967	7,500	\$6,073.25	\$5,162.26	\$910.99
7	124150-0049	7334 126th Avenue NE Kirkland, WA 98033	The south 107.92 feet of the north 172.92 feet of the west 150 feet of Lot 9, Block 62, Burke and Farrar's Kirkland Addition to the City of Seattle, Division No. 20, according to the plat thereof recorded in Volume 21 of Plats, Page 43, in King County, Washington.	16,188	16,188	\$13,108.49	\$11,142.22	\$1,966.27
8	124150-0050	7338 126th Avenue NE Kirkland, WA 98033	The north 65 feet of the west 150 feet of Lot 9, Block 62, Burke Farrar's Kirkland Addition to the City of Seattle, Division No. 20, according to the plat thereof recorded in Volume 21 of Plats, Page 43, in King County, Washington.	9,750	4,875	\$3,947.61	\$3,355.47	\$592.14
10	092505-9133	7516 126th Avenue NE Kirkland, WA 98033	The east 140 feet of the west 170 feet of the north 65 feet of the south 205 feet of the west half of the east half of the northwest quarter of the northeast quarter of Section 9, Township 25 north, Range 5 east, W.M., in King County, Washington.	9,100	9,100	\$7,368.87	\$6,263.54	\$1,105.33
12	092505-9134	7524 126th Avenue NE Kirkland, WA 98033	The east 140 feet of the west 170 feet of the north 65 feet of the south 270 feet of the west half of the east half of the northwest quarter of the northeast quarter of Section 9, Township 25 north, Range 5 east, W.M., in King County, Washington. Situate in the County of King, State of Washington.	9,100	4,200	\$3,401.02	\$2,890.86	\$510.15

TOTALS 95,928 61,148 \$49,815.58 \$42,088.24 \$7,427.34

Calculation of the cost per square foot
 DIRECT BENEFIT AREA in square feet 144,684
 TOTAL PROJECT COST \$117,160.19
 COST PER SQUARE FOOT \$0.809766

Dewing/Darling Short Plat Developers Assessment Roll

EXHIBIT 4

Ref No.	Tax/Parcel No.	Owner/Address	Legal Description	Total Area (SF)	Direct Benefit Area (SF)	Total Cost
2	092505-9115	7511 126th Avenue NE Kirkland, WA 98033	The west 121.46 feet of the east 151.46 feet of the north 78.60 feet of the south half of the south quarter of the of the east half of the west half of the northwest quarter of the northeast quarter of Section 9, Township 25 north, Range 5 east, W.M., in King County,	9,545	9,545	\$7,729.22
4	124150-0048	12455 NE 75th Street Kirkland, WA 98033	The north 60 feet of Lot 8, Block 61, Burke and Farrar's Kirkland Addition to the City of Seattle Division No. 20, according to the plat recorded in Volume 21 of plats, Page 43, records of King County, Washington; except the west	9,083	9,083	\$7,355.11
5	124150-0046	7333 126th Avenue NE Kirkland, WA 98033	The south 60 feet of the north 120 feet of Lot 8, Block 61, Burke and Farrar's Kirkland Addition to the City of Seattle, Division No. 20, according to the plat recorded in Volume 21 of plats, page 43, in King County, Washington; except	9,083	9,083	\$7,355.11
9	092505-9170	7508 126th Avenue NE Kirkland, WA 98033	The west 160 feet of the south 140 feet of the south half of the west half of the east half of the northwest quarter of the northeast quarter of Section 9, Township 25 north, Range 5 east, W.M., in King County, Washington; except the county road along the west side thereof, the east 30 feet of the west 190 feet of the south 140 feet of the west half of the east half of the northwest quarter of the northeast quarter of Section 9, Township 25 north, Range 5 east, W.M., in King County,	22,400	11,200	\$9,069.38
11	124150-0045, 0060, 0063, 0064, 0065	Darling Investment P.O. Box 1887 Marysville, WA 98270	Lots 1, 2, 3, 4, and 5, City of Kirkland SP (Dewing) No. SS-00-56, as recorded under recording NO. 20010725900016, Records of King County, Washington. Situate in the City of Kirkland.	44,625	44,625	\$36,135.81
TOTALS				94,736	83,536	\$67,644.62

8 of 8