

RESOLUTION R- 4421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH WOODLANDS APARTMENTS (2001) LIMITED PARTNERSHIP 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:

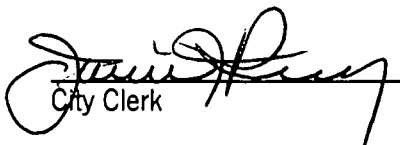
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City the Sewer Facility Agreement between the City and Woodland Apartments (2001) Limited Partnership. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 20th day of January, 2004.

Signed in authentication thereof this 20th day of January, 2004.

  
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 Woodlands Apartments (2001) Limited Partnership 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 or 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 change 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 \$285,592.28 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 P. O. Box 60, Lynnwood, WA 98046-0060 until such time as Developer shall have received the total sum of \$142,303.74 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF KIRKLAND:

DEVELOPER:

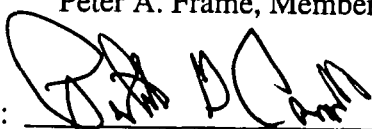

\_\_\_\_\_  
CITY MANAGER FOR THE City of Kirkland  
KIRKLAND WHO IS AUTHORIZED TO  
EXECUTE THIS AGREEMENT ON  
BEHALF OF SAID CITY BY VIRTUE  
OF RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

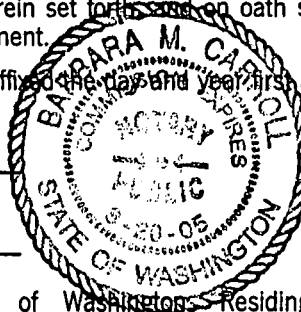
By: \_\_\_\_\_

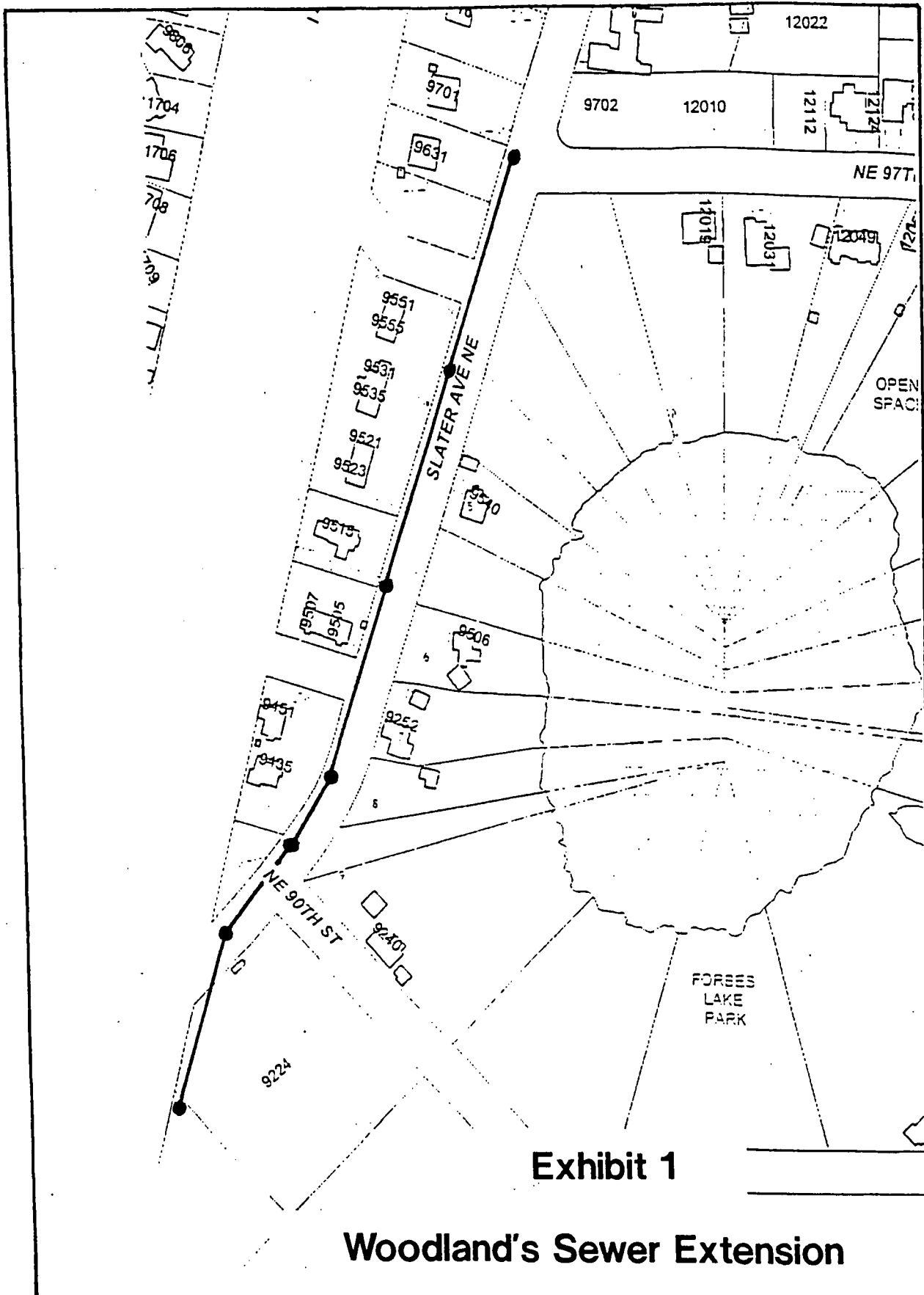
**(Partnerships Only)**

OWNER(S) OF REAL PROPERTY - DEVELOPER

Woodlands Apartments (2001)  
Limited PartnershipBy: Woodlands Associates, LLC,  
its General PartnerBy:   
Peter A. Frame, MemberBy:   
Patrick G. Carroll, Member**(Partnerships Only)**STATE OF WASHINGTON )  
 ) SS.  
County of ~~King~~ SNOHOMISH )On this 10<sup>th</sup> day of NOVEMBER 2003, before me, the undersigned, a  
Notary Public in and for the State of Washington, duly commissioned and  
sworn, PATRICK G. CARROLL personally appeared PETER A. FRAME andto me known to be Members of the limited  
liability company, which is a general partner of partnership that  
executed the Sanitary Sewer Latecomers 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 SignatureBARBARA M. CARROLL  
Print Notary's Name

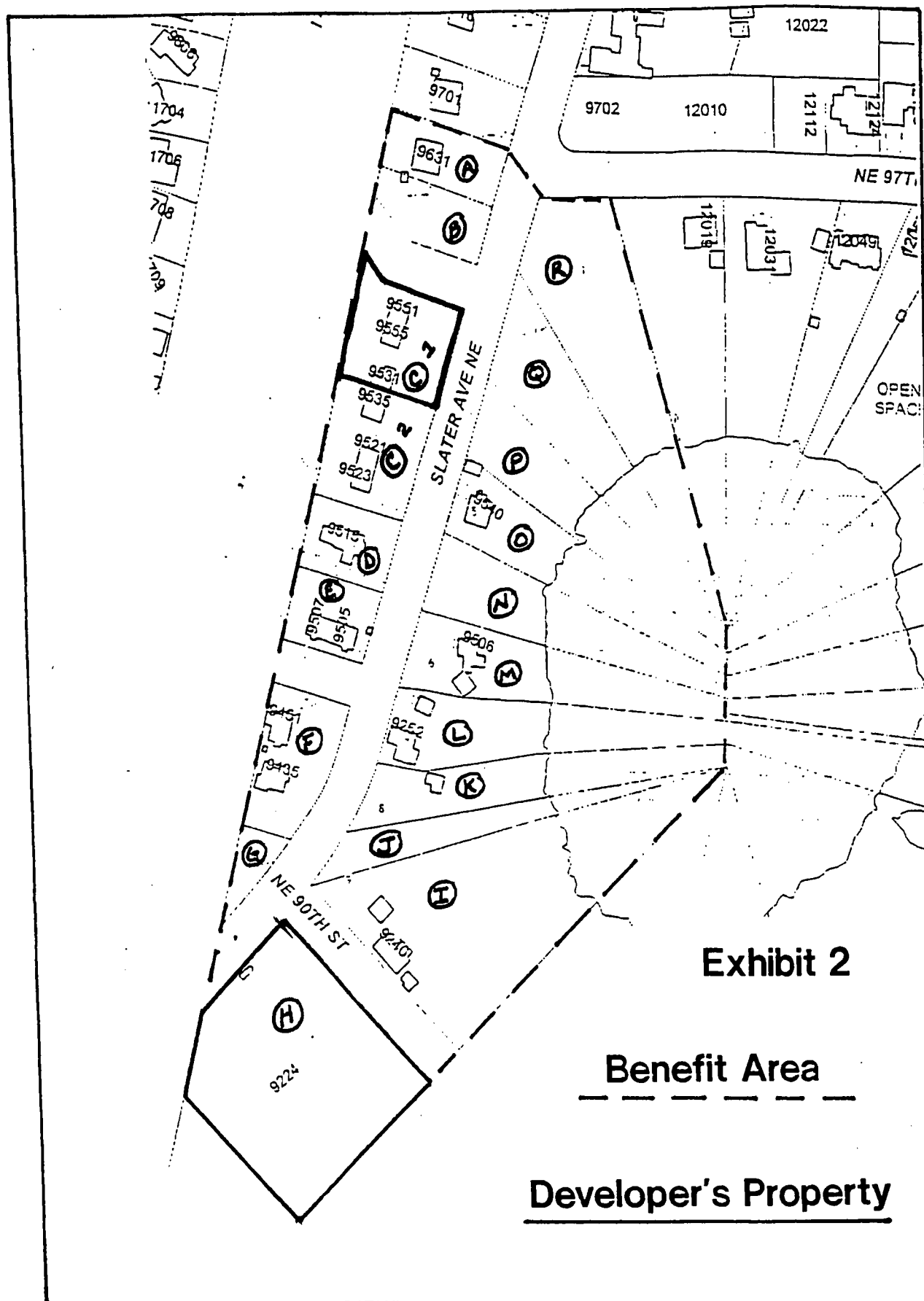
Notary Public in and for the State of Washington, Residing at:

LYNNWOODMy commission expires: 8.20.05



**Exhibit 1**

# **Woodland's Sewer Extension**



## Woodlands Sewer Reimbursement - Benefit Area

## EXHIBIT 3

Ref.	Tract/Parcel No.	Owner/Address	Legal Description	Subj. Parcel Area (Ac.)	Benef. Area R/S Sub	Vol. (Cost)	Reimb. Developer @ .05%	Reimb. City @ .15%
A	123850-0936	Alvin Hearn Testamentary Trust 9631 Slater Avenue NE Kirkland, Wa. 98033	LOT 4, BLOCK 45, BURKE AND FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO 14, ACCORDING TO THE PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA EXCEPT THE NORTH 85 FEET AND THE SOUTH 80 FEET THEREOF AS MEASURED ALONG THE EASTERLY BOUNDARY LINE.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
B	123850-0937	Alvin Hearn Testamentary Trust (No site address)	LOT 4, BLOCK 45, BURKE AND FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO 14, ACCORDING TO THE PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA EXCEPT THE NORTH 185 FEET THEREOF AS MEASURED ALONG THE EASTERLY BOUNDARY LINE	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
C-2	123850-1050	JAMAX Associates LLC 9551 Slater Avenue NE Kirkland Wa., 98033	LOTS 8 & 9, BLOCK 47, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
D	123850-1045	Thomas & Stephanie Pierce 9515 Slater Avenue NE, Kirkland, WA. 98033	LOT 7, BLOCK 47, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
E	123850-1040	William Fenkner 9505 Slater Avenue NE, Kirkland, Wa. 98033	LOT 8, BLOCK 47, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
F	123850-1140	Alvin Hearn Testamentary Trust 9435 Slater Avenue NE, Kirkland, Wa. 98033	THAT PORTION OF LOTS 11 & 12, BLOCK 48, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA, LYING EASTERLY OF PRIMARY STATE HIGHWAY NO. 1 (I-405)	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
G	123850-1132	Alvin Hearn Testamentary Trust (No Address)	THAT PORTION OF LOT 10, BLOCK 48, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA LYING EASTERLY OF PRIMARY STATE HIGHWAY NO. 1 (I- 405) & NORTHERLY OF COUNTY (CITY OF KIRKLAND) ROAD RIGHT OF WAY.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
I	123850-0705	Ronald & Eileen Forster 9240 120th Avenue NE, Kirkland, Wa. 98033	ALL OF LOT 10 AND A PORTION OF LOT 9 OF BLOCK 43, BURKE AND FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20

## Woodlands Bower Reimbursement - Benefit Area

## EXHIBIT 3

Ref	Tax Parcel No.	Owner/Address	Legal Description	Stub Per Lot (1/10)	Benefit Cost Per Stub	Total Cost	Reimburse Developer @ 85%	Reimburse City @ 15%
J	123850-0700	Keith Gosney (No Address)	LOT 9 OF BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
K	123850-0695	Gwen Anderson & Alison Showalter (No Address)	LOT 8 OF BLOCK 43 OF BURKE AND FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
L	123850-0690	Gwen Anderson & Alison Showalter 9252 Slater Avenue NE, Kirkland, Wa. 98033	LOT 7, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
M	123850-0680	Gwen Anderson 9506 Slater Avenue NE, Kirkland, Wa. 98033	LOT 6, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
N	123850-0685	Keith & Kimko Gosney (No Address)	LOT 5, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
O	123850-0675	Myron Pierce 9540 Slater Avenue NE, Kirkland, Wa. 98033	LOT 4, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
P	123850-0670	Scott Keesling (No Address)	LOT 3, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
Q	123850-0665	Sherehyn Ernst, Susan Valenta & Holly Towle (No Address)	LOT 2, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20
R	123850-0660	Maxine Keesling (No Address)	LOT 1, BLOCK 43, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01	\$8,370.81	\$1,477.20

TOTALS	17	\$167,816.17	\$167,816.17	\$142,303.74	\$25,512.43
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Calculation of Cost per Sewer Stub	
DIRECT BENEFIT AREA - TOTAL NUMBER OF STUBS	29
TOTAL PROJECT COST	\$285,592.28
COST PER STUB	\$9,848.01

Note: Property with reference letter R was not provided a stub with this extension but is included in the reimbursement agreement. Development of this property would have required a sewer main extension in Slater Avenue. The stub for this property was provided with the Slater Avenue Trunkline project.



## Woodlands Sewer Reimbursement - Developer's Property- Pre-paid Properties

## EXHIBIT 4

Ref	Tax/Parcel No.	Owner/Address	Legal Description	Sub-Her Land Use (1/10)	Benefit Cost/Per Stub	Total Cost
H	123850-0655 & 123850-0590	Woodlands Apartments (2001) L.P. 9224 Slater Avenue NE	PARCEL A - LOTS 1 & 2 IN BLOCK 42 OF BURKE AND FARRAR'S KIRKLAND ADDITION DIVISION NO 14, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY. PARCEL B - LOT 14 IN BLOCK 42 OF BURKE AND FARRAR'S KIRKLAND ADDITION DIVISION NO 14, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY.	11	\$9,848.01	\$108,328.11
C-1	123850-1050	JAMAX Associates LLC 9551 Slater Avenue NE Kirkland, WA. 98033	LOTS 8 & 9, BLOCK 47, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIV. NO. 14, ACCORDING TO THE PLAT RECORDED IN VOL. 20 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WA.	1	\$9,848.01	\$9,848.01

TOTALS	12	\$9,848.01	\$118,176.12
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