

RESOLUTION R- 4459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A SEWER FACILITY AGREEMENT WITH MICHAEL J. SHOCKLEY 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

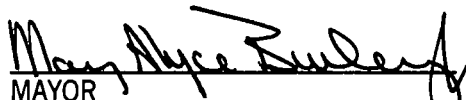
WHEREAS, The City of Kirkland concludes entering into this agreement will promote this goal; and

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 Michael J. Shockley. A copy of this Agreement is attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 21st day of September, 2004.

Signed in authentication thereof this 21st day of September, 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 Michael J Shockley 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 2 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 \$73491.75, 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 1107 101st PINE, Kirkland 98033 until such time as Developer shall have received the total sum of \$208,226.66 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 4 day of August.

CITY OF KIRKLAND:

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. _____

DEVELOPER:

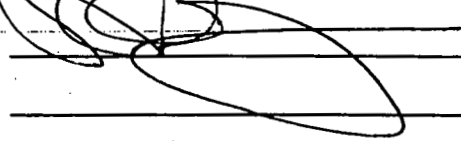
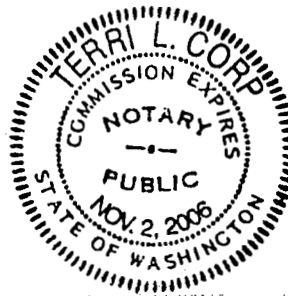
By: Michael J. Shackley

By: _____

(Sign in blue ink)

(Individuals Only)

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

(Individuals Only)

STATE OF WASHINGTON

) SS.

County of King

On this 4 day of August, before me, the undersigned, a
 Notary Public in and for the State of Washington, duly commissioned and
 sworn, Michael J Shockley personally appeared

Michael J Shockley 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 hrs 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.

Terri L Corp
 Notary's Signature

Terri L Corp
 Print Notary's Name

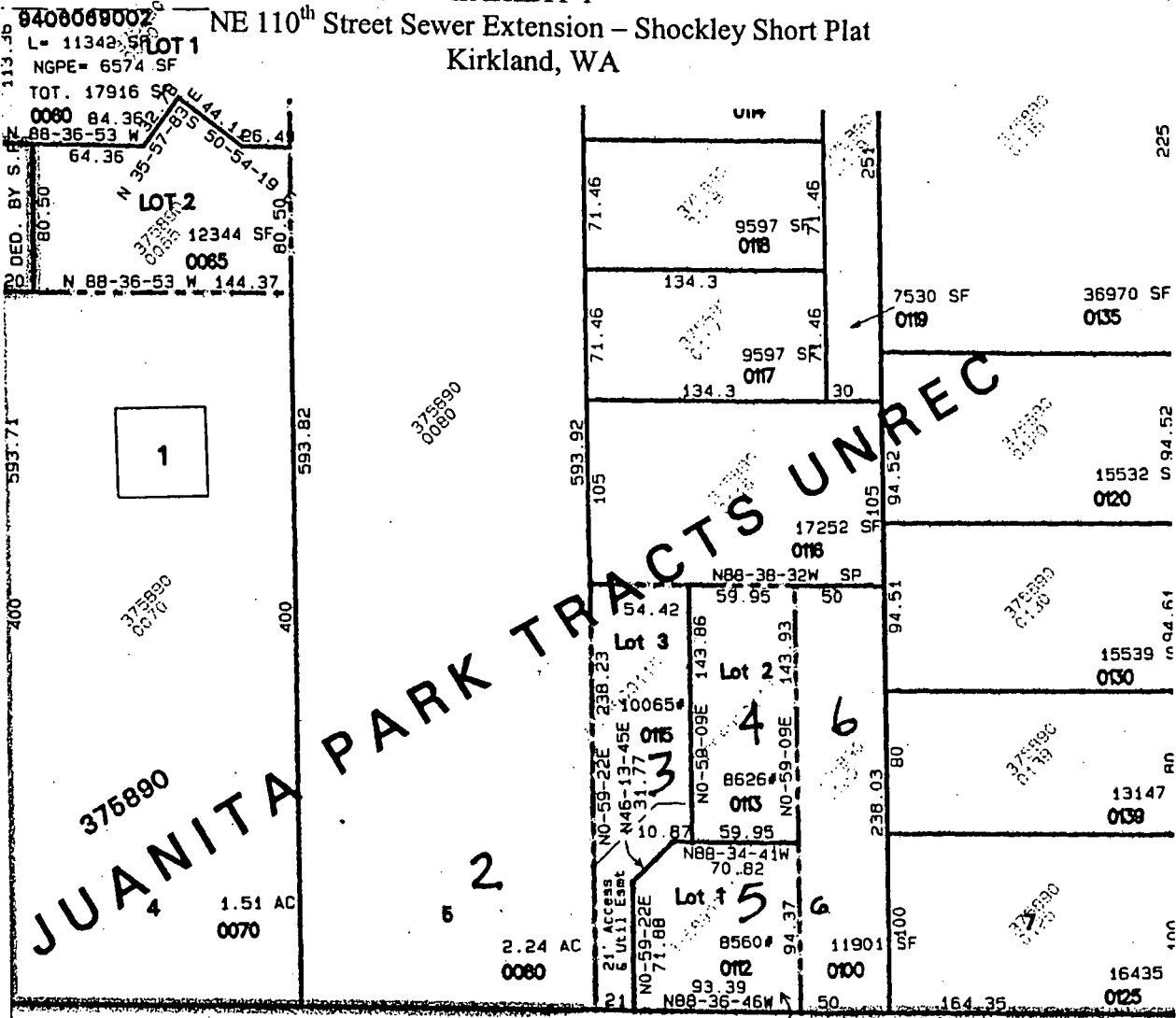
Notary Public in and for the State of Washington, Residing at:

Kirkland WA
 My commission expires: November 2, 2006

KKSP 88-94-23

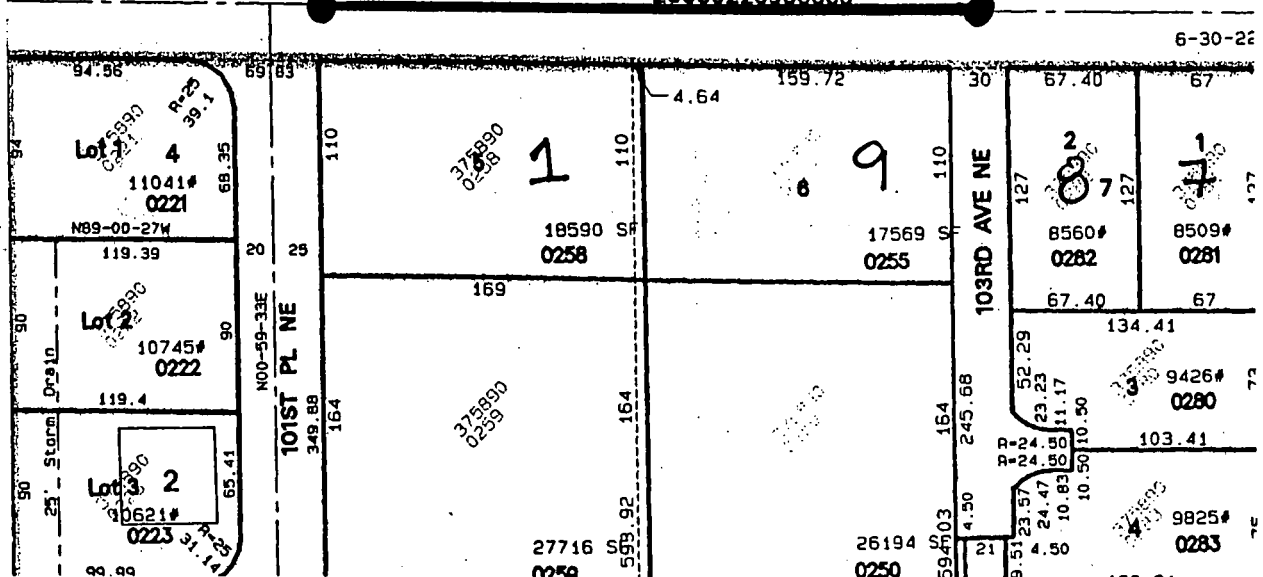
EXHIBIT 1

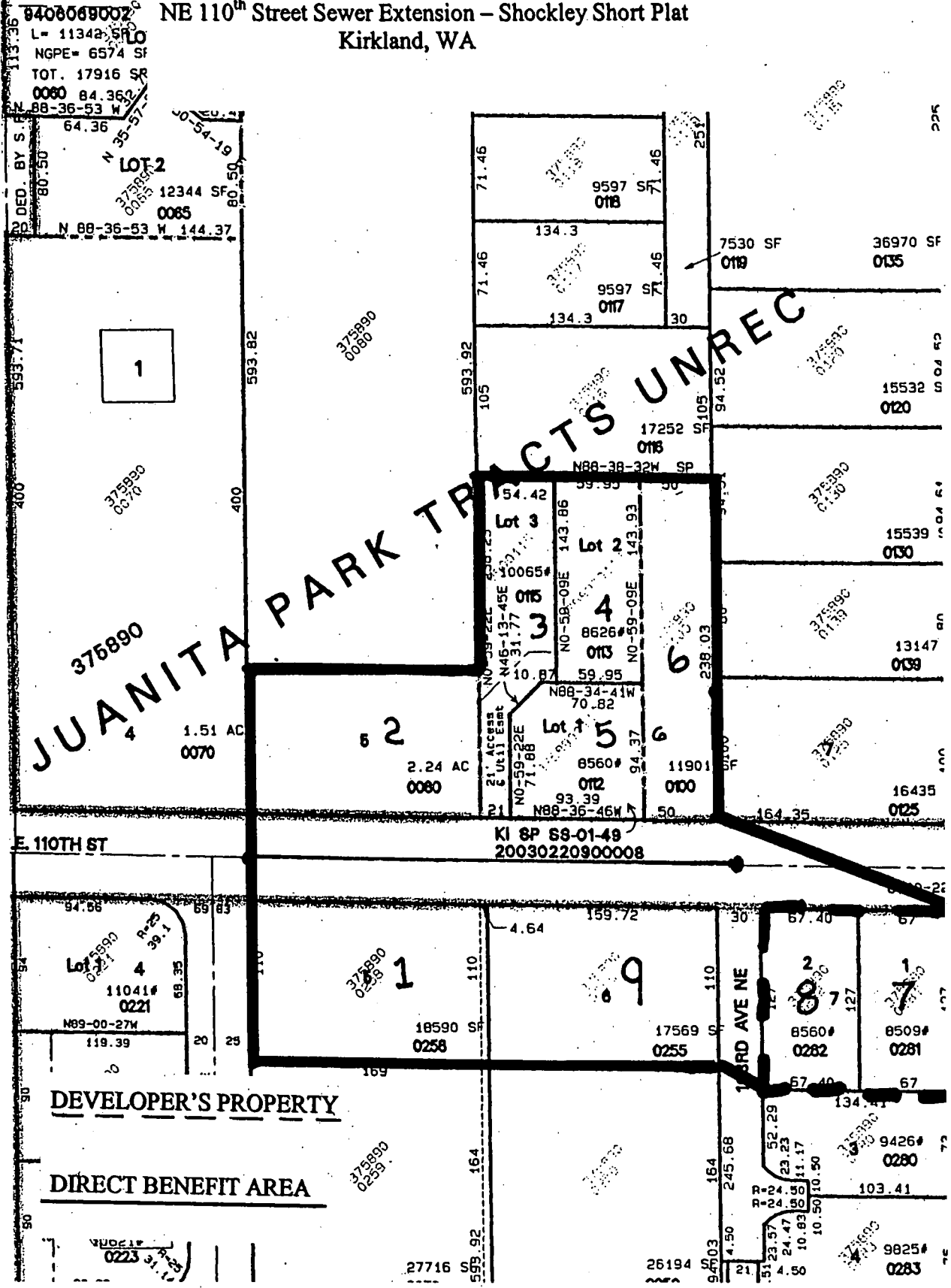
NE 110th Street Sewer Extension - Shockley Short Plat
Kirkland, WA



E. 110TH ST

KI 8P 88-01-49
20030220900008





Shockley Short Plat Latecomer's Assessment Roll (NE 110th St)

EXHIBIT 3

Ref No	Tax/Parcel No	Owner/Address	Abbreviated Legal Description	# of Stubs	Total Cost	Reimburse Developer @ 85%	Reimburse City @ 15%
2	375890-0080	Ulrich W. Ganz 10207 NE 112th St Kirkland, WA 98033	Lot 5 Block 1 Juanita Park TRS unrecorded	1	\$8,165.75	\$6,940.89	\$1,224.86
6	375890-0100	Rob. B. Paul 10230 NE 110th St Kirkland, WA 98033	E 50 of Lot 6, Blk 1 Juanita Park Trs Unrecored Less the N 356 ft	1	\$8,165.75	\$6,940.89	\$1,224.86
9	375890-0255	Cedarbrook Homes 2719 Williams Ave N Renton, WA 98056	N 110 ft of Lot 6 Block 2 Juanita Park Trs unrecorded less the w 4.64 ft.	1	\$8,165.75	\$6,940.89	\$1,224.86

TOTALS	3	\$24,497.25	\$20,822.66	\$3,674.59
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Calculation of the cost per stub	
NUMBER OF STUBS	9
TOTAL PROJECT COST	\$73,491.75
COST PER STUB (FAIR PRO RATA SHARE)	<u>\$8,165.75</u>

Shockley Short Plat Developers Assessment Roll (NE 110th St)

EXHIBIT 4

Ref No.	Tax/Parcel No.	Owner/Address	Abbreviated Legal Description	# of Stubs	Total Cost
1	375890-0258	L C Atwood 10205 NE 110th St Kirkland, WA 98033	N 110 FT of the following :Lot 5 and the W 4.64 ft Lot 6, Block 2, Juanita Park Trs Unrecorded	1	\$8,165.75
3	375890-0115	Chandler Homes LLC 945 207th PI NE Sammamish, WA 98074	Lot 1,2, 3 , of KISP SS-01-04 Recording # 20030220900008	1	\$8,165.75
4	375890-0115	Chandler Homes LLC 945 207th PI NE Sammamish, WA 98074	Lot 1,2,3 of KISP SS-01-04 Recording # 20030220900008	1	\$8,165.75
5	375890-0115	Chandler Homes LLC 945 207th PI NE Sammamish, WA 98074	Lot 1,2,3 of KISP SS-01-04 Recording # 20030220900008	1	\$8,165.75
7	375890-0281	Michael J. Shockley 11107 101st PI NE Kirkland, WA 98033	Lots 1 and 2 KISP SS-1-01-73 Recording # 20020821900019	1	\$8,165.75
8	375890-0282	Michael J. Shockley 11107 101st PI NE Kirkland, WA 98033	Lots 1 and 2 KISP SS-1-01-73 Recording # 20020821900019	1	\$8,165.75

TOTALS	6	\$48,994.50
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