

ORDINANCE 3895

AN ORDINANCE OF THE CITY OF KIRKLAND, WASHINGTON, RELATING TO THE EVERGREEN HOSPITAL CAMPUS; ACCEPTING DEDICATION OF RIGHT-OF-WAY; APPROVING A RIGHT-OF-WAY USE PERMIT; AND GRANTING A STREET USE FRANCHISE.

WHEREAS, City land use permits III-86-24 and III-87-90 required King County Hospital District No. 2, King County, Washington ("Evergreen Hospital") to dedicate right-of-way on the perimeter of the Evergreen Hospital campus in 124th Avenue NE between NE 130th Lane and NE 132nd Street and NE 130th Lane between 120th Avenue NE and 124th Avenue NE; and

WHEREAS, City land use permit III-87-90 allowed 124th Avenue NE between NE 128th Street and NE 130th Lane to remain private until 1994, when subsequent development of the Evergreen Hospital campus was to address the dedication of this right-of-way; and

WHEREAS, consistent with City land use permit III-87-90, Evergreen Hospital desires to dedicate right-of-way on the perimeter of the Evergreen Hospital campus in 124th Avenue NE between NE 130th Lane and NE 128th Street ; and

WHEREAS, the City desires to authorize Evergreen Hospital to use the dedicated right-of-way for certain utilities, structures, improvements and landscaping, and to establish the terms and conditions of such use;

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. The City Council approves and authorizes the City Manager to sign the "City of Kirkland Right-of-Way Use Permit" between the City and King County Hospital District No. 2, attached hereto and incorporated by reference ("Right-of-Way Use Permit").

Section 2. The City Council accepts the conveyance and dedication of real property/right-of-way in accordance with the Right-of-Way Use Permit.

Section 3. The City Council grants to King County Hospital District No. 2, in accordance with the Right-of-Way Use Permit, the right, privilege, authority and franchise to construct, maintain, occupy, replace and operate the Improvements, as defined in the Right-of-Way Use Permit, over, under and on the Premises, as defined in the Right-of-Way Use Permit.

Section 4. If any term, provision, condition or portion of this ordinance and Right-of-Way Use Permit shall be held to be invalid, such invalidity shall not affect the validity of the remaining portion of this ordinance and Right-of-Way Use Permit, which shall continue in full force and effect.

Section 4. This ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017 of the Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this 17th day of June, 2003.


Signed in authentication thereof this 17th day of June, 2003.

MAYOR 

Attest:


City Clerk

Approved as to form:


City Attorney

AFTER RECORDING PLEASE RETURN TO:

James S. Fitzgerald
LIVENGOOD, CARTER, TJOSEM, FITZGERALD & ALSKOG
Attorneys at Law
Suite 200, 620 Kirkland Way
P. O. Box 908
Kirkland, WA 98083-0908

**CITY OF KIRKLAND
RIGHT-OF-WAY USE PERMIT**

Grantor(s): City of Kirkland, Washington

Grantee(s): King County Public Hospital District No. 2, King County, Washington

Short Legal Description: See Exhibit A

Assessor's Property Tax Parcel/Account Number(s): 282605-9171, 282605-9149, 282605-9144, 329140-0040, 282605-9207, 282605-9147, 282605-9161

In consideration of the covenants, conditions and agreements herein contained, the **City of Kirkland**, a Washington municipal corporation (the "City"), hereby grants to **King County Public Hospital District No. 2**, a Washington municipal corporation ("Permittee"), a right-of-way use permit (the "Permit") to use and occupy a portion of unvacated public right-of way on premises situated in the City of Kirkland, King County, Washington, legally described in *Exhibit A*, attached hereto and incorporated herein by this reference (the "Premises"), subject to the following terms and conditions:

1. The Premises.

The Premises include any and all of Permittee's improvements, fixtures, structures and landscaping now located thereon, including without limitation, signs, irrigation lines, storm drainage facilities, and communication lines. Any of such improvements shall remain the property of the Permittee. However, new structures or improvements shall only be placed upon the Premises as are permitted or authorized pursuant to permits and approvals issued by the City as provided for herein. Any structure, improvement or other obstruction placed

under, on or over the Premises shall be so placed and maintained so as, in the reasonable opinion of the City, to not unreasonably interfere with the operation, repair, installation and maintenance of utility and communication facilities and installations now existing or hereafter installed within the Premises by the City or pursuant to its authorization and to not unreasonably interfere with the use of the Premises for street and right-of-way purposes, except for temporary interference for construction purposes. Permittee shall notify the City 30 days in advance of any street or sidewalk closure, in whole or in part, expected during construction.

2. Use of Premises.

The Permit is granted to Permittee for the purpose of constructing, maintaining, occupying, replacing and operating all manner of utility and communication lines, including, but not limited to, fiber optic lines, communication data lines, telephone lines, water lines, irrigation lines, storm water drain lines, sanitary sewer lines, and conduit for such utilities, which shall include any and all appurtenant fixtures and structures, together with landscaping and sidewalks, and for use of the air space above (i.e., a suspended walkway) and the ground below (i.e., a pedestrian or other tunnel or a storm water detention facility) the Premises, as Permittee, in the Permittee's judgment, may deem necessary (the "Improvements"). This Permit is not an exclusive right-of-way use permit or franchise, and shall not prohibit or prevent the City from granting other and further permits or franchises over, under or on the Premises, or from using the area over, under or on the Premises, so long as such permit, franchise or use is not inconsistent or in conflict with Permittee's use thereof. Permittee shall fully comply with all applicable federal, state and local laws and regulations.

3. Term of Permit.

This Permit shall be perpetual, continuing as long as Permittee owns or controls property adjacent to the Premises.

4. Ratification of Permit.

Within seven days after approval of this Permit by the City Council, Permittee shall convey the Premises to the City by quit claim deed. If Permittee fails to convey the Premises within the seven days, the City Council approval of this Permit shall become null and void. Prior to City Council consideration of this Permit, Permittee shall provide such title information as it has in its possession concerning its ownership of the Premises.

5. Taxes, Fees and Charges.

Permittee shall be liable for and pay when due all taxes legally imposed on or with respect to personal property and intangibles located on or used by Permittee in connection with the Premises.

6. Construction of Improvements.

6.1 Commencement of Construction.

Permittee intends, at Permittee's sole cost and expense, to construct the Improvements, in Permittee's sole and exclusive discretion, at such time as Permittee may elect. The City consents to and approves any and all construction, improvement, alteration and repair of the Improvements in accordance with then applicable City rules and regulations and this Permit. The right-of-way permit requirements of Chapter 19.12 of the Kirkland Municipal Code, or its successor, shall apply to the Improvements; provided, that in the event of a conflict between this Permit and said Code chapter, the terms of this Permit shall prevail, and provided further, that the City cannot deny the right-of-way permit unless the proposed location of the Improvements unreasonably interferes with the operation and maintenance of improvements already located in the right-of-way.

6.2 Hold Harmless.

To the extent permitted by law, Permittee shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against all claims and liabilities arising by virtue of or relating to construction, maintenance, occupancy, replacement and operation of the Improvements or the Premises, except to the extent such claims or liabilities are due to the negligence of the City, its officers, agents or employees. Permittee shall regularly and timely pay any and all amounts properly payable to third parties with respect to such construction, maintenance, occupancy, repair and operation.

6.3 Permits; Compliance With Codes.

All permits, licenses, permissions, consents and/or approvals required to be obtained from the City, other governmental agencies or third parties in connection with construction, maintenance, occupancy, repair and operation of the Improvements and the Premises shall be acquired by and at the sole cost and expense of Permittee; provided, that the City shall not unreasonably withhold, condition or delay any required permits, licenses, permissions, consents and/or approvals. Any permit or approval for a structure which would use the air space above the Premises (i.e., a suspended walkway) shall be processed concurrently with any permits or approvals for the buildings to which a suspended walkway will be connected. If a permit or approval for a suspended walkway is not required, Permittee shall give a copy of the plans, specifications and drawings for the suspended walkway to the City 120 days prior to commencement of construction. Permittee shall cause all work it performs on the Premises and Improvements to be performed in accordance with all applicable laws and regulations in effect at the time of such work. Whenever Permittee makes any excavation in the Premises, Permittee shall, upon completion of the excavation, restore the surface of the excavated area to its original condition, or if the surface of the excavated area is improved, to the then applicable City standards and specifications. If Permittee fails to restore the excavated area to such original condition, standard or specification, then the City may, after notice of not less than fifteen days to Permittee, which notice shall not be required in case of an emergency, order

any and all restoration work to be performed. Permittee shall, in such event, pay to the City the reasonable cost of such work, which shall include among other things, the overhead expense of the City to perform such work. Within fifteen days after receipt of notice from the City, Permittee shall repair to City standards and specifications any surface or subsurface failure caused by Permittee's excavation. If Permittee fails to so timely repair, the City shall order all work necessary to restore the damaged area to a safe and acceptable condition and Permittee shall pay the reasonable costs of such repair to the City, which shall include among other things, the overhead expense of the City to perform such repair. To the extent construction of Improvements requires easements or other permits in favor of third parties, the City agrees to not unreasonably withhold, delay or condition the granting of such easements or permits.

6.4 Ownership of Improvements.

All Improvements constructed by Permittee over, under and on the Premises shall belong to and be the property of Permittee, as long as Permittee has performed its obligations pursuant to Paragraph 9 of this Agreement and is not in default hereunder. Upon termination of this Permit, if such occurs, the City may accept all or some of the Improvements constructed by Permittee in the Premises in such condition as the same are then in, "AS IS," or may require Permittee to remove all or some of the Improvements within 30 days or such longer time as may be reasonable in the circumstances.

7. Indemnification.

To the extent permitted by law and except to the extent caused by a negligent act or omission by the City, its officers, agents or employees, or by omission or breach of any term or condition hereof, the City shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage may be caused, sustained or alleged to have been sustained by Permittee or by any other as a result of constructing, maintaining, occupying, replacing and operating the Improvements. Permittee agrees to defend and to hold and save the City, its officers, agents and employees, harmless from all liability or expense (including expense of litigation which shall include all attorneys' fees the City incurred in such litigation) in connection with any such items of actual or alleged injury or damage unless due to the City's negligent act or omission.

8. Insurance.

Permittee shall maintain in full force and effect during the term of this Permit, at its sole expense, comprehensive liability insurance in limits commercially obtainable and reasonably satisfactory to the City, and shall provide the City with satisfactory proof of the insurance coverage.

9. Maintenance and Repair.

Permittee shall, at its sole cost and expense, keep the Improvements in as good condition as necessary for Permittee's use. If a City project or improvement in the Premises

requires relocation of the Improvements, Permittee shall relocate the Improvements in accordance with City plans and specifications and within a reasonable time selected by the City; provided, that within seven days after receiving notice to relocate the Improvements, Permittee may submit to the City written alternatives to the relocations. The City shall within a reasonable time evaluate the alternatives and advise Permittee in writing whether one or more alternatives is acceptable. If requested by the City, Permittee shall provide such additional information as is reasonably necessary to assist the City in evaluating the alternatives. If the City determines that the alternatives are not feasible or acceptable, Permittee shall relocate the Improvements as requested by the City. If the Improvement to be relocated is a pedestrian or other tunnel or a suspended walkway, the City shall pay for the relocation if it occurs within ten (10) years after construction of the Improvement. After ten (10) years, the parties shall negotiate payment for the relocation; provided, that if the parties fail to agree upon payment within sixty (60) days of commencing negotiations, each party shall pay for one-half of the cost of relocation. If the Improvement to be relocated is not a pedestrian or other tunnel or a suspended walkway, the City shall pay for the relocation if it occurs within six (6) years of construction of the Improvement; each party shall pay for one-half of the relocation costs if it occurs more than six (6) years but within ten (10) years of construction of the Improvement; and Permittee shall pay for the relocation if it occurs more than ten (10) years after construction of the Improvement.

10. Assignment.

This Permit and all rights hereunder may be transferred by Permittee with the prior consent of the City, which shall not be unreasonably withheld, delayed or conditioned.

11. Default.

11.1 Event of Default.

It shall be an event of default if either party shall fail to perform an obligation of such party under this Permit for a period of thirty (30) days after notice from the other of default; provided, that a party shall have additional time so long as the remedy is commenced within such 30- day period and is diligently and reasonably pursued to completion.

11.2 Remedies.

In the event of default by either party, the other shall be entitled to specifically enforce the terms of this Permit. The remedies described herein shall not be exclusive of any other remedy provided herein or by law or in equity, but shall be cumulative.

12. Attorneys' Fees.

In the event that either party shall be required to bring any action to enforce any of the provisions of this Permit, or shall be required to defend any action brought by the other party with respect to this Permit, and in the further event that one party shall substantially prevail in such action, the non-prevailing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums

as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

13. Notices.

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses or to such other respective addresses as either party may hereafter designate in writing:

To the City:

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033
Attention: Public Works Director

To Permittee:

King County Public Hospital District No. 2
12040 N.E. 128th Street
Kirkland, WA 98034-3098
Attention: Director of Facilities

With a copy to:

James S. Fitzgerald
LIVENGOOD, FITZGERALD & ALSKOG, PLLC
Attorneys at Law
Suite 200, 620 Kirkland Way
P.O. Box 908
Kirkland, WA 98083-0908

Notices and payments set by certified or registered mail shall be deemed to have been given when and if properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

14. Graffiti Removal.

Within five (5) business days of notice from the City, Permittee shall commence removal or covering permanently graffiti on the Improvements which shall be diligently pursued to completion. The term "graffiti" shall have the meaning stated in the nuisance ordinance of the City.

IN WITNESS WHEREOF, the parties hereto have signed this Permit as of the day and year written below.

THE CITY:

CITY OF KIRKLAND

Dave Ramsay, City Manager
Date:_____

PERMITTEE:

KING COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

Steven E. Brown, Superintendent and
Chief Executive Officer
Date:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Ramsay, to me known to be the City Manager of the CITY OF KIRKLAND, the Washington municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

Print Name:_____
Notary Public in and for the State of
Washington, residing in:_____
My Commission Expires:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN E. BROWN, to me known to be the Superintendent and Chief Executive Officer of King County Public Hospital District No. 2, the Washington municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

Print Name: _____
Notary Public in and for the State of
Washington, residing in: _____
My Commission Expires: _____

EXHIBIT A
KING COUNTY HOSPITAL DISTRICT NO. 2
LEGAL DESCRIPTIONS

O-3895

(1) ASSESSOR'S TAX PARCEL ID# 2826059171 RIGHT OF WAY DEDICATION

THE ENTIRE FOLLOWING DESCRIBED PARCEL:

THE EAST 25 FEET, AS MEASURED PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE SOUTH 656.5 FEET THEREOF;
AND EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2043383.

(2) ASSESSOR'S TAX PARCEL ID# 2826059149 RIGHT OF WAY DEDICATION

THE WEST 35 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE WEST 60 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
EXCEPT THE SOUTH 656.5 FEET THEREOF;
AND EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD.

TOGETHER WITH

THE WEST 35 FEET OF THE NORTH 30 FEET OF THE SOUTH 656.5 FEET THEREOF.

ALL IN SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXHIBIT A
KING COUNTY HOSPITAL DISTRICT NO. 2
LEGAL DESCRIPTIONS

O-3895

(3) ASSESSOR'S TAX PARCEL ID# 2826059144 RIGHT OF WAY DEDICATION

THE NORTH 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 656.5 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF LYING WITHIN 120TH AVENUE NORTHEAST AND NORTHEAST 128TH STREET AS DEDICATED IN THE PLAT OF PUGET SOUND CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 92 OF PLATS, PAGES 95 AND 96, IN KING COUNTY, WASHINGTON, AND THE CORRECTION MAP THEREOF RECORDED UNDER RECORDING NUMBER 7105100304; AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7108050529; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND BY DEED RECORDED UNDER RECORDING NUMBER 9206262120;

TOGETHER WITH

A STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 656.5 FEET OF SAID NORTHEAST QUARTER;
THENCE N 89°56'25"E ALONG THE NORTH LINE OF SAID SOUTH 656.5 FEET, A DISTANCE OF 53.92 FEET;
THENCE S 00°03'35"E, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 89°56'25"E PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 612.46 FEET;
THENCE S 88°49'55"W TO A POINT 33 FEET PERPENDICULAR WITH SAID NORTH LINE, A DISTANCE OF 155.08 FEET;
THENCE S 89°56'25"W PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 457.41 FEET;
THENCE N 00°03'35"W, A DISTANCE OF 3.00 FEET TO THE TRUE POINT OF BEGINNING.

(4) ASSESSOR'S TAX PARCEL ID# 3291400040 RIGHT OF WAY DEDICATION

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 4, HIGHBRIDGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 123 OF PLATS, PAGES 7 AND 8, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITIES ESTABLISHED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6683255;
EXCEPT THAT PORTION OF SAID EASEMENT CONVEYED TO THE CITY OF KIRKLAND FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 9110210714.

EXHIBIT A
KING COUNTY HOSPITAL DISTRICT NO. 2
LEGAL DESCRIPTIONS

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(5) ASSESSOR'S TAX PARCEL ID# 2826059207 RIGHT OF WAY DEDICATION

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL C, CITY OF KIRKLAND SHORT PLAT NUMBER 78-9-25, RECORDED UNDER RECORDING NUMBER 7901150974, SAID SHORT PLAT BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

AND THAT PORTION OF PARCEL D OF SAID CITY OF KIRKLAND SHORT PLAT NUMBER 78-9-25, LYING SOUTHERLY AND WESTERLY OF THE PLAT OF HIGHBRIDGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 123 OF PLATS, PAGES 7 AND 8, IN KING COUNTY, WASHINGTON;

(ALSO KNOWN AS PARCEL C, CITY OF KIRKLAND LOT LINE ADJUSTMENT NUMBER K424W CARTER ET AL., RECORDED UNDER RECORDING NUMBER 8107010425);

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 60 FEET OF THE SOUTH 686.5 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE MAIN TRACT HEREOF;
AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 9110210714.

EXHIBIT A
KING COUNTY HOSPITAL DISTRICT NO. 2
LEGAL DESCRIPTIONS

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(6) ASSESSOR'S TAX PARCELS ID# 2826059144, 2826059147, 2826059149, 2826059161

RIGHT OF WAY DEDICATION

THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS:

THE SOUTH 656.5 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WITHIN 120TH AVENUE NORTHEAST AND NORTHEAST 128TH STREET AS DEDICATED IN THE PLAT OF PUGET SOUND CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 92 OF PLATS, PAGES 95 AND 96, IN KING COUNTY, WASHINGTON, AND THE CORRECTION MAP THEREOF RECORDED UNDER RECORDING NUMBER 7105100304;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7108050529;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND BY DEED RECORDED UNDER RECORDING NUMBER 9206262120.

AND EXCEPT THE NORTH 30 FEET THEREOF DEDICATED TO THE CITY OF KIRKLAND FOR ROAD PURPOSES.

TOGETHER WITH

THE NORTH 280 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF NORTHEAST 128TH STREET AS DEDICATED IN THE PLAT OF PUGET SOUND CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 92 OF PLATS, PAGES 95 AND 96, IN KING COUNTY, WASHINGTON, AND THE CORRECTION MAP THEREOF RECORDED UNDER RECORDING NUMBER 7105100304; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7108050529.

EXHIBIT A
KING COUNTY HOSPITAL DISTRICT NO. 2
LEGAL DESCRIPTIONS

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AND ALSO TOGETHER WITH

THE NORTH 626.5 FEET OF THE SOUTH 656.5 FEET OF THE WEST 445.60 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;

AND THE WEST 60 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
EXCEPT THE SOUTH 656.5 FEET THEREOF;

AND EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD;
AND EXCEPT THE WEST 35 FEET THEREOF DEDICATED TO THE CITY OF KIRKLAND FOR ROAD PURPOSES.

ALL IN SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

AND ALSO TOGETHER WITH

THE EAST 15 FEET OF THE NORTH 280 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5, EAST, W.M. IN KING COUNTY, WASHINGTON.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET IN WIDTH LYING 25 FEET WEST AND 35 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE:

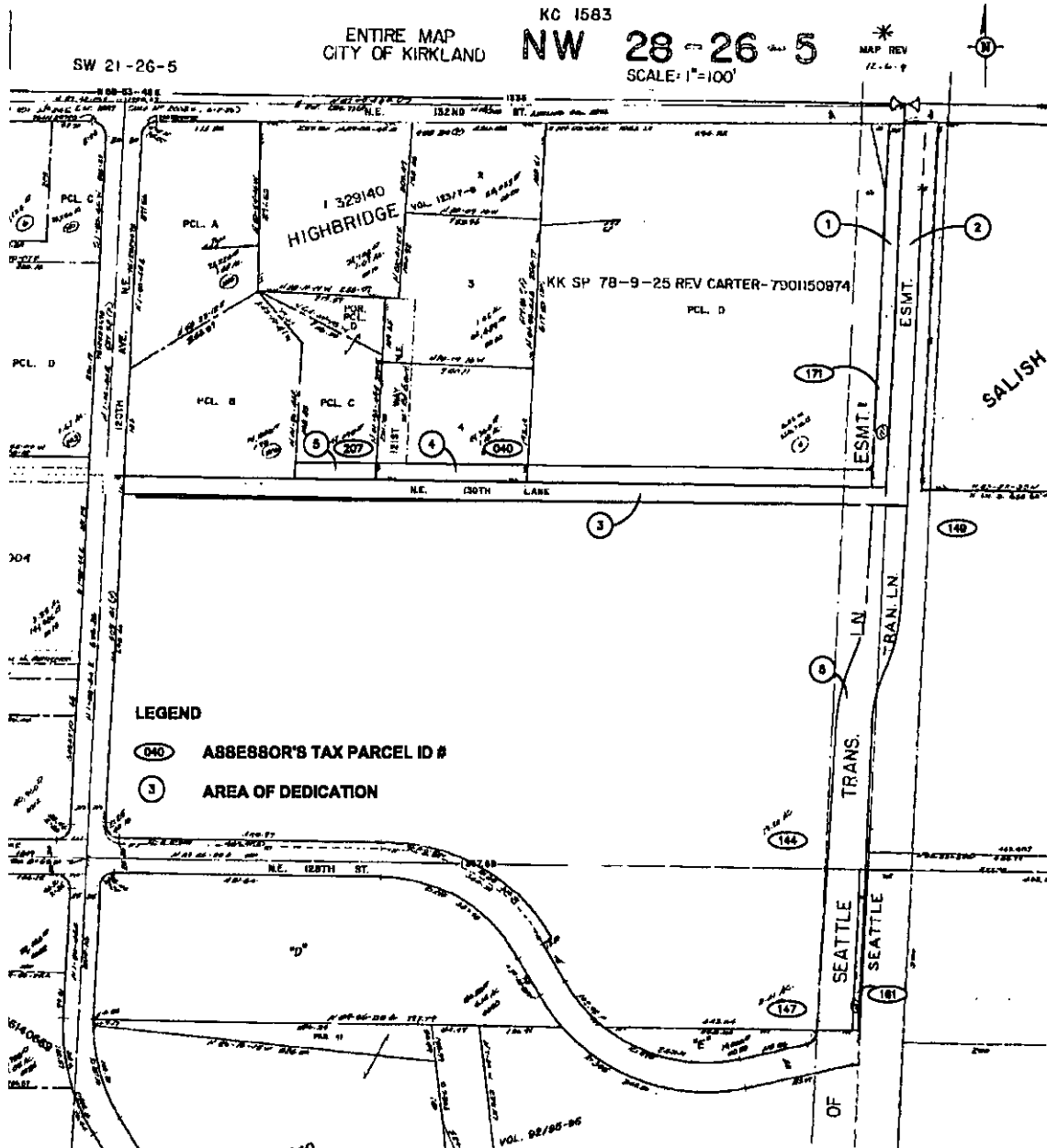
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE S 01°43'38"W, 686.64 FEET ALONG THE QUARTER SECTION LINE TO A POINT ON THE NORTH LINE OF THE SOUTH 656.5 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING THENCE S 01°43'38"W, 167.54 FEET ALONG SAID QUARTER SECTION LINE TO A POINT OF CURVATURE ;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 295.00 FEET AND WHOSE CENTRAL ANGLE IS 20°46'19", 106.95 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 305.00 FEET AND WHOSE CENTRAL ANGLE IS 20°46'19", 110.57 FEET TO A TANGENT POINT;
THENCE S 01°43'38"W PARALLEL TO SAID QUARTER SECTION LINE, 527.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF N.E. 128TH STREET, SAID POINT BEING THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF THIS STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED SO AS TO TERMINATE IN NORTH LINE OF SAID SOUTH 656.5 FEET AND MEET THE RIGHT-OF-WAY LINE OF SAID N.E. 128TH STREET.

ALL IN SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXHIBIT A
 KING COUNTY HOSPITAL DISTRICT NO. 2
 LEGAL DESCRIPTIONS

O-3895



PUBLICATION SUMMARY OF ORDINANCE NO. 3895

AN ORDINANCE OF THE CITY OF KIRKLAND, WASHINGTON, RELATING TO THE EVERGREEN HOSPITAL CAMPUS; ACCEPTING DEDICATION OF RIGHT-OF-WAY; APPROVING A RIGHT-OF-WAY USE PERMIT; AND GRANTING A STREET USE FRANCHISE.

Section 1. Approves a right-of-way use permit for the Evergreen Hospital campus on specified terms and conditions.

Section 2. Accepts the conveyance and dedication of certain real property/right-of-way in and around the Evergreen Hospital campus.

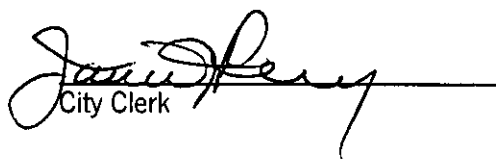
Section 3. Grants a franchise to construct, maintain, occupy, replace and operate certain improvements in the right-of-way.

Section 4. Provides for severability of ordinance provisions if a court declares some of the ordinance provisions invalid.

Section 5. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code, and establishes the effective date as five days after publication of summary.

The full text of this ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The ordinance was passed by the Kirkland City Council at its regular meeting on the 17th day of June, 2003.

I certify that the foregoing is a summary of Ordinance 3895 approved by the Kirkland City Council for summary publication.


City Clerk