

RESOLUTION NO. R-2431

A RESOLUTION OF THE KIRKLAND CITY COUNCIL ACCEPTING AN EASEMENT FROM THE SKINNER CORPORATION FOR CONSTRUCTION THEREON BY KING COUNTY OF A STORM DRAINAGE RETENTION FACILITY (WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.).

WHEREAS, improvement to northeast 132nd street is to be accomplished by King County as lead agency under a federally funded improvement project, and

WHEREAS, a portion of said improvements lie within the City of Kirkland and it is the responsibility of the City of Kirkland to obtain within the city any additional rights of way or easements where required, and

WHEREAS, the Skinner Corporation as owner of property adjacent to northeast 132nd street is willing to provide under permanent easement area for construction and maintenance of a storm drainage retention facility as to surface water drainage from northeast 132nd street and the Skinner Corporation's own property, and

WHEREAS, the Skinner Corporation has delivered to the City of Kirkland a signed Easement, copy of which is attached to the original of this resolution and by this reference incorporated herein,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1: The easement grant as set forth in the Easement Agreement attached to the original copy of this resolution is hereby accepted by the City of Kirkland with the understanding that said storm drainage retention facility shall serve both northeast 132nd street and the property of the grantor, as described in said Easement Agreement.

Section 2: The City Manager is authorized to sign on behalf of the City of Kirkland said Easement Agreement and the City Clerk is thereafter directed to record same

with the King County Department of Records and Elections.

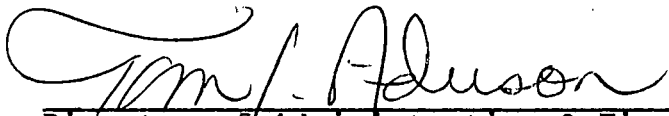
PASSED in regular meeting of the Kirkland City Council this 2nd day of May, 1977.

SIGNED in authentication thereof on the 2nd day of May, 1977.



Mayor

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT entered into this 2 day of MAY, 1977, between SKINNER CORPORATION as grantor and the CITY OF KIRKLAND as grantee.

W I T N E S S E T H :

WHEREAS, grantor is the owner of real property described in Exhibit A-1 attached hereto, and by this reference incorporated herein, and

WHEREAS, grantee desires to obtain an easement as to the portion of grantor's property described in Exhibit A-2, which by this reference is incorporated herein, for construction and maintenance of a storm drainage retention facility to be constructed as a part of the N. E. 132nd Street improvement project (FAM Street Improvement Project No. M-2420(1)), to be constructed under the supervision and direction of King County as lead agency, and the City of Kirkland as a participating agency, pursuant to basic agreement between King County and the City of Kirkland dated June 25, 1976.

NOW, THEREFORE, it is agreed as follows:

1. Grantor hereby grants and conveys to grantee an easement for construction and maintenance of a storm drainage retention (including water quality and water quantity) facility, over, under and across the real property described in Exhibit A-2.

2. Said facility shall be constructed as a part of and in accordance with the plans, specifications and designs of said N. E. 132nd Street FAM Street Improvement Project.

3. Construction shall not include any provision for landscaping. All landscaping, including design, installation and maintenance, whether required or desired to be installed by grantor, shall be a grantor's sole expense.

4. Following completion of construction, maintenance of the storm drainage facility (exclusive of landscaping) shall be the responsibility of the City of Kirkland. Each party hereto agrees with the other party that it shall be responsible for and save harmless said other party from any claims, real or imaginary, for damage or injury to third parties asserted to be caused by a negligent act or omission of said party, its officers, agents or employees.

5. The granting of this easement shall not prevent the grantor from including the easement area in any calculation of all or portion of grantor's property described in Exhibit A-1 for purposes of determining density ratios.

6. Nothing in this easement agreement or grant shall be deemed to either limit or increase whatever rights grantor may now have or hereafter acquire to withdraw water from the creek flowing through the easement area including the storm drainage retention facility.

7. This easement agreement shall be binding upon the heirs, successors, assigns and shall run with the land.

DATED the day and year first written above.

SKINNER CORPORATION

BY: Walter R Daggatt
CITY OF KIRKLAND

BY: Allen B. [Signature]

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

ON THIS DAY before me personally appeared Walter R. Daggatt, to me known to be the Vice President of the

SKINNER CORPORATION that executed the within and 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 is authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

DATED this 4th day of May, 1977.

Helen J. Cropp
NOTARY PUBLIC in and for the
State of Washington, residing
in King County

EXHIBIT A-1

Legal description of Skinner Corporation (grantor) property

That certain real property situate in Kirkland, King County, Washington, and described as:

The northeast quarter of the northwest quarter of Section 28, Township 26, North range 5, east W.M., less the south 656.5 feet thereof and less roads. SUBJECT TO and together with easements of record.

DODDS ENGINEERS, INC.

1950 130th Ave N.E.
Bellevue, WA 98005

EXHIBIT A-2

April 8, 1977
Job No. 76195

STORM DRAINAGE BASIN EASEMENT DESCRIPTION, SKINNER PROPERTY

That portion of the northeast quarter of the northwest quarter of section 28, township 26 north, range 5 east, W.M., in King County, Washington, described as follows:

Beginning at the north quarter corner of said section 28; thence S 89°05'45" W along the centerline of N.E. 132nd Street 1130.77 feet; thence S 0°54'15" E 30.00 feet to the south margin of N.E. 132nd Street and the true point of beginning; thence S 24°23'23" W 132.10 feet; thence S 04°38'45" W 260.00 feet; thence east 185.00 feet; thence N 02°11'21" E 220.00 feet; thence N 22°54'45" W 174.15 feet to the south margin of N.E. 132nd Street; thence S 89°05'45" W 50.00 feet to the true point of beginning.

Contains 58,567 square feet (1.344 acres) more or less.