

RESOLUTION NO. R - 2820

A RESOLUTION OF THE KIRKLAND CITY COUNCIL APPROVING GRANT OF AN EASEMENT BY THE CITY OF KIRKLAND TO CONSOLIDATED MANAGEMENT AND INVESTMENT INC., FOR INGRESS AND EGRESS TO THAT PROPERTY COMMONLY KNOWN AS "THE LAKES APARTMENT" OVER AND ACROSS A PORTION OF CITY OWNED REAL PROPERTY COMMONLY REFERRED TO AS TENTH AVENUE SOUTH STREET-END EXTENSION AND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN SUCH EASEMENT DOCUMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, Consolidated Management and Investment, Inc., as owner of real property within the City of Kirkland located at the northwest quadrant of the intersection of Lake Street South with Tenth Avenue South, and commonly known as "The Lakes Apartments" has requested from the City of Kirkland an easement for vehicular and pedestrian ingress and egress over a portion of City owned real property commonly referred to as the Tenth Avenue South street-end extension, and conveyed to the City of Kirkland by Quit Claim Deed from Burke and Farrar; and

WHEREAS, Consolidated Management and Investment, Inc., has expressed its willingness and intention to convey or dedicate to the general public and the City of Kirkland a public access waterfront easement extending north and south across its "Lakes Apartment" property adjacent to the highwater line of Lake Washington as partial consideration for said ingress and egress easement; and

WHEREAS, the Department of Community Development has, by written report, recommended to the City Council that such ingress and egress easement, as substantially set forth in Exhibit "A" to this Resolution, be conveyed to Consolidated Management and Investment, Inc.; and

WHEREAS, the City Council finds that the granting of such ingress and egress easement in exchange for the acquisition of a public access waterfront or shoreline easement, together with improvements as recommended by the Department of Community Development, is in the public interest, and is consistent with the Kirkland Shoreline Management Program public access provisions, now, therefore, be it

RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland, as grantor, that certain easement for ingress and egress attached to the original of this Resolution as Attachment "A" and by this reference incorporated herein as though fully set forth.

Section 2. No delivery of the executed easement agreement as set forth in Attachment "A" shall be made to the grantee, either by

recording said easement with the King County Department of Elections and Records or by any other means of delivery, until such time as there has been delivered to the City of Kirkland a good and sufficient easement or dedication of the public access waterfront easement extending north-south along the high water line of Lake Washington over the real property described in Paragraph 4 of Attachment "A" hereto.


Section 3. Delivery of the executed easement is further conditioned by:

1. The public access waterfront easement referenced above in Section 2 shall be recorded with the King County Department of Records in a form approved by the City Attorney (Attachment "C"). The easement shall be 15 feet wide, run the entire length of the Lakes property north to south and connect with the public pedestrian easement trail in the southwest corner of the abutting property to the north, Sunset Condominiums.
2. A financial guarantee in a form approved by the City Attorney and in an amount approved by the Public Services Department shall be reviewed for approval and accepted by the Department of Community Development for the installation of pedestrian improvements to be located within the easement cited above at Paragraph 1. At a minimum, the improvement shall include a walkway similar in detail and construction to the walkway currently located on the Sunset Condominium site to the north, to be determined in the Substantial Development Permit. Also, the City's adopted "public access" trail signs shall be installed within the easement to the specifications and locations determined by the Department of Community Development.
3. The road easement to be recorded shall correspond with the location and dimension shown in Attachment "B". The surface material (asphalt, concrete or grasscrete) shall be determined by City Council at a later date. The easement road is a non-exclusive easement and the easement document shall be approved by the City Attorney as to form and substance.
4. The applicant shall improve the north half of the City property in question essentially as shown in Attachment "B" and as approved by the City of Kirkland. The improvements shall include both the driving lanes and the pedestrian surfaces on the westerly portion of the northerly half of the street end.
5. A landscaping plan shall be drawn up by the applicant and approved by the Parks Department and Department of Community Development. The approved materials shall be installed concurrent with the improvements cited in paragraph 4.

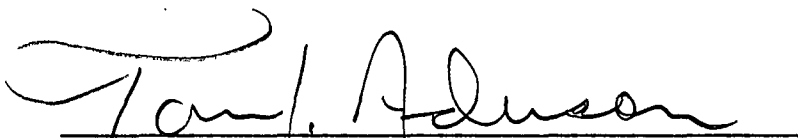
6. The access easement across 10th Ave. So. street end shall be maintained by the applicant and any other person who obtains an easement from the City for its use. The applicant shall maintain the landscaping in the north one-half of the City property, and record a Declaration and Covenant to maintain said landscaping in a form approved by the City Attorney.
7. With the exception of the vehicular easement road, all existing asphalt on the north one half of the City property shall be removed.
8. The improvements described in paragraphs 2, 3, 4 and 5 above shall be installed by Consolidated Management and Investment, Inc., prior to delivery of the executed easement agreement as set forth in Attachment "A". In the alternative, the City may accept a financial guarantee in a form approved by the City Attorney with the amount of the specific guarantees to be subject to review and approval by the Department of Community Development.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular open meeting on the 20th day of April, 1981.

SIGNED IN AUTHENTICATION thereof on the 20th day of April, 1981.


MAYOR

ATTEST:


Director of Administration and Finance
(ex officio City Clerk)

4850A

EASEMENT

THIS AGREEMENT is entered into by the City of Kirkland (referred to in this document as the Grantor) and by Consolidated Management and Investment, Inc., a Washington corporation, the owner of the property described in paragraph 4 below.

WITNESS

1. Grant of Easement. For and in consideration of valuable benefits the receipt whereof is hereby acknowledged, Grantor grants and conveys an easement for the purposes described in paragraph 3 across the property described in paragraph 2.

2. Legal Description of Easement. The property subject to the easement is located in King County, State of Washington, in City of Kirkland. The easement is that 30 foot strip described as follows:

That portion of Government Lots 2 and 3 and of adjacent property as conveyed by the State of Washington, in Section 8, Township 25 North, Range 5 East, W.M. in King County, Washington described as follows:

Beginning at the intersection of the Westerly line of Lake Street South as now established with the Westerly production of the Northerly line of Tenth Avenue South (formerly Commercial Street) in the Plat of Harry White and Company's Commercial Addition to Kirkland, according to the plat recorded in Volume 8 of Plats, page 16, Records of King County, Washington, and running thence along said Westerly production South 88°24'49" West 165 feet thence South 1°47'17" East 30 feet; thence North 88°24'40" East 165 feet more or less to the Westerly margin of Lake Street South thence along said Westerly margin North 2°13'11" West 30 feet to the place of beginning.

3. Purpose of Easement. The easement is for pedestrian and vehicular ingress and egress, provided, however, that a maximum 20 feet in width shall be used for vehicular ingress and egress and that this 20-foot wide portion of the easement shall be located as close as possible to the Northerly line of the described easement area without disturbing existing improvements.

4. Property Served. The easement is for the benefit of the following described real estate, situated in the County of King, State of Washington:

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.....AMPM
PLANNING DEPARTMENT

Attachment "A"

R-2020

BY.....

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RECORDS & ELECTRONICS
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That portion of Government Lots 2 and 3, Section 8, Township 25 North, Range 5 East, W.M. in King County, Washington and Lake Washington Shore Lands, in King County, Washington described as follows:

Beginning at the intersection of the Westerly line of Lake Street South, as now established, with the Northerly line of Tenth Avenue South "Commercial Street" produced, in the Plat of Harry White and the Company's Commercial Addition to Kirkland, according to the plat recorded in Volume 8 of Plats, page 16, in King County, Washington and running thence North 2°13'11" West, along said Westerly line of Lake Street South, 247.78 feet to a point of curvature; thence continuing along the arc of a curve to the right having a radius of 1749.12 feet to a point of curvature; thence continuing along the arc of a curve to the right having a radius of 1749.12 feet, a distance of 33.23 feet, thence South 88°16'46" West 363.62 feet, more or less, to the inner Harbor line; thence South 1°47'17" East along said inner Harbor line, 280.15 feet to the Northerly line of said Commercial Street produced; thence North 88°24'49" East along said Northerly line produced, 365.45 feet more or less, to the point of beginning.

5. Covenants Running With The Land. The covenants contained in this easement run with the land described in this easement and are for the benefit of the present owners of the land described in paragraph 4 and their grantees, heirs, assigns and successors. The owners of property described in paragraph 4 for themselves, their grantees, heirs, assigns and successors agree to maintain that portion of the easement area used for vehicular ingress and egress, together with that portion of the easement area improved by grantee as a mini park.

6. Reservations by Grantor. The easement described in this document is non-exclusive and shall not be deemed to limit any rights in the easement area existing in favor of the general public.

CONSOLIDATED MANAGEMENT
AND INVESTMENTS, INC., a
Washington Corporation

GRANTOR:
CITY OF KIRKLAND

by: [Signature]
its President

by: [Signature]
its Authorized Officer

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PLANNING DEPARTMENT

BY.....

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 20th day of MAY, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared the AUTHORIZED OFFICER OF THE CITY OF KIRKLAND, the municipal corporation which 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 they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Tom Anderson
NOTARY PUBLIC in and for the
State of Washington residing
at Kirkland

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 1st day of April, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JACK W. ANDERSON to me known to be the President of the 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dorian D. [Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at BELLEVIEW

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BY.....

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FILED FOR RECORD BY REQUEST

Name: Qualitated Management & Dev. Inc.

Address: 753 7th
Midland 79701

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PLANNING DEPARTMENT

BY.....

Park Dept Recs. 9/77

Exhibit "C"
Revised Site Plan of
Park Board
Robert Mendel
PUD SDP-77-62(P)

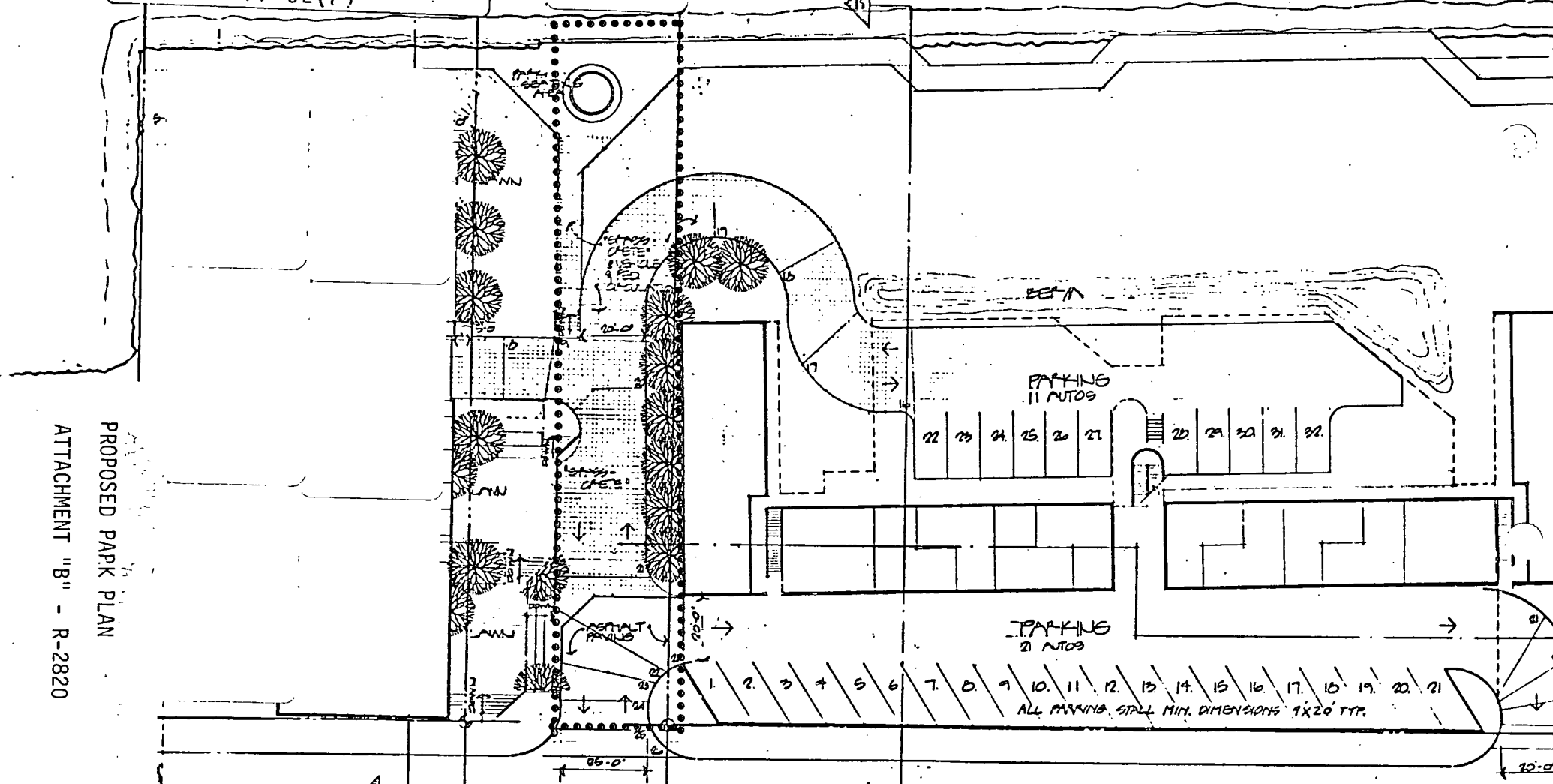
Northern 1/2
of Site

LAKE WASHINGTON

PROPOSED PARK PLAN
ATTACHMENT "B" - R-2820

GROUND LEVEL

LAKE STREET



DEDICATION OF PUBLIC ACCESS AREA ON PRIVATELY OWNED SHORELINE

_____, hereinafter referred to as Dedicator does hereby make in perpetuity for the use of the general public in a manner consistent herewith the following dedication:

1. AREA TO BE DEDICATED

The area to be dedicated is described in Exhibit "A" attached hereto and made a part hereof as though fully set forth herein.

2. PURPOSE OF DEDICATION

To allow pedestrian access and entry onto the dedicated area by the general public and all members thereof for their peaceful enjoyment of the dedicated area and the waters of Lake Washington adjoining.

3. LIMITATION ON DEDICATION

(a) Access to the dedicated area by land vehicle or watercraft, is specifically excluded from this dedication and access by land vehicle or watercraft shall be upon specific invitation of the dedicator, its heirs, successors or assigns only.

(b) The entire dedicated area may be closed to public access by the Dedicator, its heirs, successors or assigns between dusk and 10:00 a.m. each day.

(c) All areas may be temporarily closed to public from time to time for the purpose of repairs and maintenance.

(d) Neither the Dedicator, its heirs, successors or assigns nor the City of Kirkland nor the State of Washington, nor the officers, agents, employees of said City and State, shall be responsible or held liable for injury or damage occurring to members of the general public availing themselves of the dedicated area, unless the injury or damage results from an immediate, direct, and negligent act of the party sought to be held, and in no event shall the Dedicator, its heirs, successors, or assigns be responsible for any act or omission of a third party or be responsible for the failure to provide security, supervision, guards for members of the general public, or to provide protection for the general public for acts or omissions of other members of the general public.

(e) The Dedicator, its heirs, successors or assigns shall have the sole and separate responsibility of maintaining any portion of the dedicated area to which the general public shall have access and shall defend and save harmless the City of Kirkland from any claims, real or imaginary, asserted by any person for injury or damages resulting from improper maintenance of said dedicated area. The standards of maintenance shall be equal to the standards of maintenance practiced by the City of Kirkland in regard to its adjacent waterfront parks. This covenant of maintenance and to defend and save harmless the City of Kirkland shall run with the

land. Copies of all conveyances by dedicator or its subsequent grantees conveying individual apartment units to apartment owners and/or interests therein to the association of condominium owners shall be recorded with the King County Department of Records and Elections and shall be filed with the City of Kirkland.

(f) Nothing in this dedication shall operate or be held to relieve dedicator, its heirs, successors, or assigns from the continuing requirements and conditions imposed by the permits issued to the dedicator under City of Kirkland File(s) No. _____.

(g) The word apartment as used herein includes the word "condominium".

4. RECORDING. This dedication document shall be recorded in the Department of Elections and Records for King County and shall further be included by inclusion or reference in any condominium documents that may hereafter be required to be recorded.

DEDICATOR

STATE OF WASHINGTON)
County of _____)ss

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that _____ signed the same as _____ free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19_____.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, residing at _____.

Dedication accepted this _____ day of _____, 19____ on behalf of the General Public by the City of Kirkland by _____ (Capacity).