

RESOLUTION NO. R-2853

A RESOLUTION OF THE KIRKLAND CITY COUNCIL APPROVING GRANT OF AN EASEMENT BY THE CITY OF KIRKLAND TO LAKES ASSOCIATES, CITIZEN SERVICE CORPORATION, FOR INGRESS AND EGRESS TO THAT PROPERTY COMMONLY KNOWN AS TAX LOT 57, SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 25, RANGE 5 (SW 8-25-5) 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, Lakes Associates, Citizen Service Corporation, as owner of real property within the City of Kirkland located at the southwest quadrant of the intersection of Lake Street South with Tenth Avenue South, and commonly known as Tax Lot 57, SW 8-25-5, 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, Lakes Associates, Citizen Service Corporation, 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 Tax Lot 57, SW 8-25-5 adjacent to the high water line of Lake Washington and following the southern property line connecting Lake Washington and Lake Street South right-of-way as partial consideration for said ingress and egress easement; and

WHEREAS, Lakes Associates, Citizen Service Corporation, has expressed its willingness and intent to contribute toward improving the City owned property for park use, 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 Attachment "A" to this Resolution, be conveyed to Lakes Associates, Citizen Service Corporation; 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 Master 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 and following the southern property line, connecting to Lake Washington and Lake Street South right-of-way over the real property described in Paragraph 4 of Attachment "A" hereto.

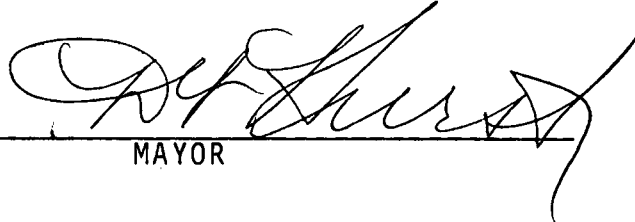
Section 3. Delivery of the executed easement is further conditioned by:

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 running along the entire length of the property north to south, 10 feet wide running along the entire length of the southern property line and connect with the public pedestrian easement trail in the southwest corner of the abutting property to the north and Lake Street South.
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 south half of the City property in question essentially as shown in Attachment "B", and as approved by the City of Kirkland.

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 south 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 south 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 Lakes Associates, Citizen Service Corporation, 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 17th day of August, 1981.

SIGNED IN AUTHENTICATION thereof on the 17th day of August, 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" East 78 feet, thence North 1°47'17" East 60', thence North 88°24'49" East 30 feet, thence North 1°47'17" West 30 feet, thence North 88°24'49" East 48 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.

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

That portion of Government Lot 3 and of Shore Lands adjoining as conveyed by the State of Washington in Section 8, Township 25 North, Range 5 East W.M., described as follows:

Beginning at the intersection of the West Margin of Lake Street South in the City of Kirkland, with the westerly production of the South margin of 10th Avenue South (formerly Commercial Street) in Harry White and Company's Commercial Addition to Kirkland according to plat recorded in Volume 8 of Plats of page 16, records of King County; and running thence along the said Westerly production South 88°24'49" West 365.00 feet more or less to the inner harbor line of Lake Washington; thence along said inner harbor line south 1°47'17" East 100 feet; thence North 88°24'49" East 366.66 feet more or less to the Westerly margin of Lake Street South; thence along said Westerly margin north 2°13'11" West 100.01 feet to the place of beginning; situate in the City of Kirkland, County of King, State of Washington.

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.

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 INVESTMENT, INC., a
Washington Corporation

GRANTOR:
CITY OF KIRKLAND

By: _____
its president

By: 
its authorized officer

4850A

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 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.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____ 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.

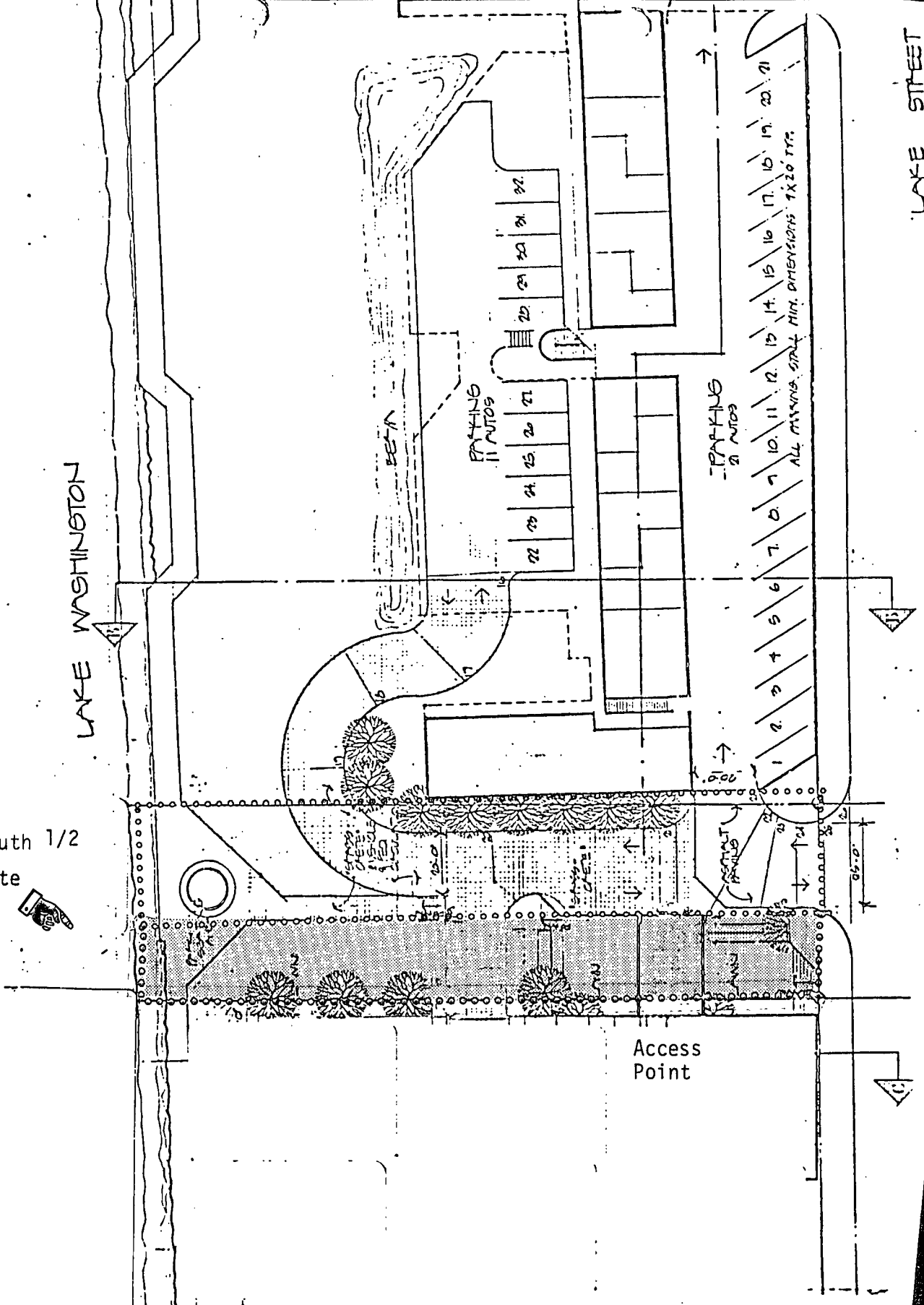
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____

LAKE WASHINGTON

LAKE STREET

South 1/2
of Site



PROPOSED PARK PLAN
ATTACHMENT "B" -

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 instruemtn 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)