

RESOLUTION NO. R-2872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING GRANT OF A STORM WATER DRAINAGE AND EROSION CONTROL EASEMENT WITHIN A PORTION OF CITY-OWNED PROPERTY WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 26 NORTH RANGE 5 E.W.M. AS REQUESTED BY DEERCROSS ASSOCIATES AND AUTHORIZING THE MAYOR TO SIGN SAID EASEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Kirkland owns real property within the northwest quarter of the northwest quarter of the northwest quarter of Section 33, Township 26 north Range 5 E.W.M. as hereinafter more specifically described; and

WHEREAS, Deercross Associates, a Washington limited partnership owns real property adjoining and adjacent thereto; and

WHEREAS, Deercross Associates has heretofore received from the City of Kirkland approval for construction of a 33-unit residential planned unit development (PUD) (see City of Kirkland File PF-81-66); and

WHEREAS, as a condition of approval of said PUD, Deercross Associates are required to install, construct and maintain certain storm drainage and erosion control facilities, which facilities will extend into the real property of the City of Kirkland hereinafter described; and

WHEREAS, Deercross Associates has requested from the City of Kirkland temporary construction and permanent easements for said storm drainage and erosion control facilities within the City property; and

WHEREAS, the City Council for the City of Kirkland finds that said easements substantially in the form attached hereto should be granted, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

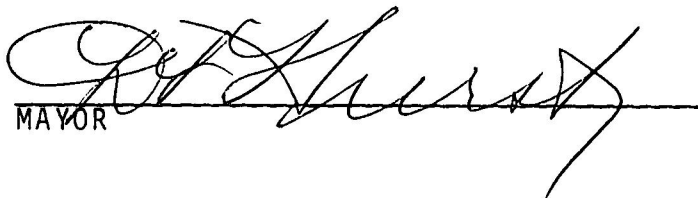
Section 1. A grant of temporary and permanent easements in the form and for the purposes set forth in that certain easement agreement between the City of Kirkland and Deercross Associates, copy of which is attached to the original of this resolution and by this reference incorporated herein, is approved, provided that Deercross Associates replace any trees or shrubs removed in that said easement for construction of said storm drainage and erosion control facilities with evergreen trees that are at least eight (8) feet high at the time of planting, the purpose of said tree planting being to maintain the purpose of said City-owned property as a greenbelt buffer, and the Mayor is authorized and directed to sign said easement agreement on behalf of the City of Kirkland. Said document grants easements across a portion of real property owned by the City of Kirkland and specifically described as: West 100 feet of the northwest quarter of the northwest quarter of the northwest quarter of Section 33, Township 26 north, Range 5 E.W.M. EXCEPT County road and EXCEPT the East 1 acre of the remainder all situate in Kirkland, King County, Washington.

Section 2. Certified or conformed copies of this Resolution shall be delivered to the following:


- (a) Applicant
- (b) Department of Community Development of the City of Kirkland
- (c) Fire and Building Departments of the City of Kirkland
- (d) Public Service Department of the City of Kirkland
- (e) The Office of the Director of Administration and Finance (ex officio City Clerk) for the City of Kirkland.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 5th day of October, 1981.

Signed in authentication thereof on the 5th day of October, 1981.


MAYOR

ATTEST:


Director of Administration and Finance
(ex officio City Clerk)

6978A

EASEMENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 1981, by and between the CITY OF KIRKLAND (hereinafter referred to as "Grantor"), and DEER CROSS ASSOCIATES, a Washington limited partnership and/or assigns, (hereinafter referred to as "Grantee").

WHEREAS, Grantor owns and has title to that real estate and real property described in Exhibit 1, hereinafter referred to as "Grantors' property"; and

WHEREAS, Grantee owns that real property described in Exhibit 2, hereinafter referred to as "Grantee's property"; and

WHEREAS, Grantee will construct a storm drainage facility on Grantee's property, which will necessitate certain easements from Grantor; and

WHEREAS, Grantee will therefore require a temporary easement for construction of the erosion control channel, as well as a permanent easement for the erosion control channel itself; and

WHEREAS, Grantee will further require a temporary standing water easement for purposes of storm water retention in peak storm conditions,

NOW, THEREFORE, in consideration of the mutual covenants herein and the benefits to be derived therefrom, it is hereby agreed by the parties as follows:

1. Grantor does grant, bargain, sell, transfer, convey and deliver to the Grantee a temporary easement and right-of-way for the purpose of constructing an erosion control channel over the property of Grantor. This temporary easement shall be an easement of a width and duration sufficient to allow installation. The location of this channel is described in Exhibit 3.B. This temporary construction easement shall terminate upon the completion of the initial construction of said sewer line.

2. The Grantor does further grant, convey, and deliver to the Grantee a permanent easement and right-of-way across that

property described on Exhibit 3.B. Said easement shall be for the purpose of constructing, installing, maintaining and operating an erosion control channel for storm runoff from Grantor's property.

3. Grantor does grant, bargain, sell, transfer, convey and deliver to Grantee a permanent easement and right-of-way for the purpose of accumulation of temporary storm water runoff. This easement shall be over the portion of Grantor's property described in Exhibit 3.A. Accumulation of this storm water shall be a temporary phenomenon, occurring only after heavy rains.

4. In consideration for these easements, Grantor and Grantee agree that Grantee's construction of an erosion control channel, as well as Grantee's construction of a storm sewer retention system on Grantee's property will benefit Grantor's property.

5. This easement is in favor of Grantee and shall be apportioned to and among any and all parcels of real property resulting from the division and/or development of Grantee's property.

6. These easements shall be covenants running with the land, and shall be binding on the successors, heirs and assigns of both Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:

CITY OF KIRKLAND

By _____

Its _____

GRANTEE:

DEER CROSS ASSOCIATES, a
Washington Limited Partnership

By _____
The Polygon Corporation,
General Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this ____ day of _____, 1981, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____ to me known to be an _____ of the City of Kirkland, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Kirkland, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument on behalf of the City of Kirkland.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this ____ day of _____, 1981, before me a Notary Public in and for the State of Washington, duly commissioned and sworn personally came _____, to me known to be an officer of The Polygon Corporation, General Partner of DEER CROSS ASSOCIATES, a Washington Limited Partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited partnership.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

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

EXHIBIT 1

GRANTOR'S PROPERTY

West 100 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 33, Township 26 North, Range 5 East, W.M. EXCEPT County Road; AND EXCEPT the East 1 acre of the remainder; situate in the County of King, State of Washington.

EXHIBIT 2

GRANTEE'S PROPERTY

PARCEL A

The East 198.37 feet of the North half of the Northeast quarter of the Northeast quarter in Section 32, Township 26 North, Range 5 East, W.M. in King County, Washington; EXCEPT that portion lying within Northeast 116th Street.

PARCEL B

The West 132.5 feet of the East 330.87 feet of the North half of the Northeast quarter of the Northeast quarter, in Section 32, Township 26 North, Range 5 East, S.M., in King County, Washington; EXCEPT that portion lying within Northeast 116th Street.

EXHIBIT 3
EASEMENT AREA

A. TEMPORARY STANDING WATER

The north 125.00 feet of the south 315.00 feet of the west 35.00 feet of the northwest quarter of the northwest quarter of the northwest quarter of Section 33, Township 26 North, Range 5 East, W.M. in King County, Washington.

B. EROSION CONTROL CHANNEL

That portion of the northwest quarter of the northwest quarter of Section 33, Township 26 North, Range 5 East, W.M. in King County, Washington lying within a strip of land 10.00 feet in width, being 5.00 feet on each side of the following described centerline:

Beginning at the northwest corner of said subdivision; thence $S01^{\circ}07'29''W$ along the west line thereof 376.50 feet to the TRUE POINT OF BEGINNING; thence $N43^{\circ}09'36''E$ 88.86 feet; thence $N18^{\circ}28'44''E$ 72.05 feet to the terminus of this described centerline.