

RESOLUTION NO. R -3025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING CONVEYANCE OF THE REMAINING PORTION OF THE FORMER CITY HALL SITE TO CORBETT PROPERTIES, INC.

Whereas, the City of Kirkland heretofore sold to Corbett Properties, Inc., the major portion of the former City Hall site, subject to certain conditions and covenants, all as described in that certain deed recorded with King County under King County recording No. 8212140235; and

Whereas, Corbett Properties, Inc., has agreed to purchase the remainder of said site as described in Exhibit A attached to the original of this resolution under the same terms and conditions; now, therefore, be it

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


Section 1. The Mayor of the City of Kirkland and the Director of Administration and Finance, ex officio City Clerk for the City of Kirkland, are hereby authorized and directed to sign on behalf of the City of Kirkland that certain Statutory Warranty Deed attached to the original of this resolution as Exhibit A and by this reference incorporated herein. Said officials, together with the City Manager, are further authorized and directed to sign any and all additional documents that may be required to complete this transaction.

Passed by majority vote of the Kirkland City Council in regular open meeting on the 16th day of May, 1983.

Signed in authentication thereof on the 16th day of May, 1983.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)





THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

STATUTORY WARRANTY DEED

THE GRANTOR CITY OF KIRKLAND, a Noncharter Code City and Municipal Corporation of the State of Washington, for and in consideration of Ten Dollars and Other Valuable Consideration

in hand paid, conveys and warrants to CORBETT PROPERTIES, INC., a Washington Corporation,

the following described real estate, situated in the County of KING, State of Washington:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO

Subject to the following encumbrances and conditions, performance of which are assumed by Grantee:

1. Grantee will use its best efforts to completing rebuild and create a total retail and/or office complex upon the above-described property, and the property heretofore conveyed to the Grantee by the above-named grantor under deed recorded under King County Recording No. 8212140235; Grantee covenants that no later than seven (7) years from December 7, 1982, Grantee will demolish the existing buildings and redevelop said real property.

2. Easements, restrictions, covenants and encroachments of record.

Dated \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Individual)

\_\_\_\_\_  
(Individual)

CITY OF KIRKLAND

By \_\_\_\_\_  
MAYOR

By \_\_\_\_\_  
DIRECTOR OF ADMINISTRATION & FINANCE  
(EX OFFICIO CITY CLERK)

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

STATE OF WASHINGTON }  
COUNTY OF KING } 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 that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and 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 \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1983,

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ D. V. HURST

and \_\_\_\_\_ TOM J. ANDERSON

to me known to be the \_\_\_\_\_ MAYOR and \_\_\_\_\_ Dir. of Admin. & Finance, respectively, of \_\_\_\_\_ CITY OF KIRKLAND

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 were \_\_\_\_\_ 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 first above written.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_

Policy No. 463190

EXHIBIT "A"

That portion of Government Lot 5, Section 5, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the mander corner between Sections 5 and 8, Township 25 North, Range 5 East, W.M., in King County, Washington;  
thence North  $89^{\circ}39'00''$  East along the Southerly line of said Government Lot 5, a distance of 459.32 feet to the Southerly production of the Easterly line of 2nd Street;  
thence North  $0^{\circ}21'00''$  West 336.81 feet along said Easterly line to the Northwesterly line of 1st Avenue as conveyed to the City of Kirkland by deed recorded under Auditor's File No. 3883807, records of said County;

thence North  $70^{\circ}04'15''$  East along said Northwesterly line 316.92 feet to the Westerly line of 3rd Street as conveyed to the City of Kirkland in said deed and the point of beginning;

thence South  $01^{\circ}27'22''$  West along said Westerly line 27.88 feet to a tract of land vacated under City of Kirkland Ordinance No. 968 to METRO;

thence South  $89^{\circ}39'00''$  West 68.45 feet;

thence South  $00^{\circ}21'00''$  East 50.00 feet to the Northerly margin of Commercial Avenue;

thence South  $89^{\circ}39'00''$  West along the Northerly margin of said Commercial Avenue 151.03 feet to a point which bears South  $70^{\circ}04'15''$  West from the point of beginning;

thence North  $70^{\circ}04'15''$  East to the point of beginning.