

RESOLUTION NO. R-3246

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 high water line 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 high water line, 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 high water line and connect with the public pedestrian easement trail in the southwest corner of the abutting property to the north.
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 of the City property in question essentially as shown in Attachment "B". All phases of construction must adhere to the design provided by the firm of Jongejan, Gerrard, McNeal. Costs of this work will exceed \$66,000.

- a) A metal framed Kiosk installed directly above the present lift station. All venting is to integral to the kiosk. Design prior to SDP and installed prior to occupancy.
 - b) All concrete curbs and sidewalks installed per design with broom finish.
 - c) Fill and grading will be provided to best represent the park design.
 - d) Automatic irrigation system installed by Park Department standards with the controller at the kiosk.
 - e) Lawn installed either through sodding or hydro-seeding to Park Department specifications.
 - f) Wood light standards with Lexon glob liminars will be installed.
 - g) The easement access will be single pour grass-concrete driveway.
 - h) Landscape beds will be as design. Developer will not be responsible for landscape installation.
 - i) Southern property line will be installed using 5 Gal. Photinia on 3' centers. Installed by developer.
5. 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.
 6. With the exception of the vehicular easement road, all existing asphalt on the south one half of the City property shall be removed,
 7. 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 6th day of January 19 86 .

SIGNED IN AUTHENTICATION thereof on the 6th day of January 19 86 .

Loris Cooper
MAYOR

ATTEST:

Juanice Perry ^{DEPUTY CLERK}
Director of Administration and Finance
(ex officio City Clerk)

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EASEMENT

THIS AGREEMENT is entered into by the City of Kirkland (referred to in this document as the Grantor) and by Lakes Associates Citizen Service Corporation, 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 Lot 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 the true point of beginning and thence running along said westerly production south 88°24'49" west 78 feet, thence south 2°13'11" east 60 feet, thence north 88°24'49" east 30 feet, thence north 2°13'11" west 30 feet, thence north 88°24'49" east 48 feet more or less to the westerly margin of Lake Street South, thence said westerly margin north 2°13'11" west 30 feet to the true point 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; situated 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.

Lakes Associates, Citizen
Service Corporation, a
Washington Corporation

GRANTOR:
CITY OF KIRKLAND

By: _____
its president

By: _____
its authorized officer

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