

RESOLUTION NO. R- 3282

A RESOLUTION OF THE KIRKLAND CITY COUNCIL APPROVING GRANT OF AN EASEMENT BY THE CITY OF KIRKLAND TO CITIZENS SERVICE CORPORATION, A WASHINGTON CORPORATION AND A. STEVENS QUIGLEY AS TRUSTEE FOR CAMBRIDGE CONSTRUCTION CORPORATION D.B.A. THE LAKES ASSOCIATES, A JOINT VENTURE, AND CRENSHAW AND ASSOCIATES AS CONTRACT PURCHASER, 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; AUTHORIZING AND DIRECTING THE MAYOR TO SIGN SUCH EASEMENT DOCUMENT ON BEHALF OF THE CITY OF KIRKLAND; AND SUPERCEDING RESOLUTION NO. 3246.

WHEREAS, Citizens Service Corporation, a Washington Corporation and A. Stevens Quigley as Trustee for Cambridge Construction Corporation d.b.a. the Lakes Associates, a Joint Venture, and Crenshaw and Associates as Contract Purchaser, 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, Citizens Service Corporation, a Washington Corporation and A. Stevens Quigley as Trustee for Cambridge Construction Corporation d.b.a. the Lakes Associates, a Joint Venture, and Crenshaw and Associates as Contract Purchaser, has expressed its willingness to and has conveyed or dedicated 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, Citizens Service Corporation, a Washington Corporation and A. Stevens Quigley as Trustee for Cambridge Construction Corporation d.b.a. the Lakes Associates, a Joint Venture, and Crenshaw and Associates as Contract Purchaser, 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 Citizens Service Corporation, a Washington Corporation and A. Stevens Quigley as Trustee for Cambridge Construction Corporation d.b.a. the Lakes Associates, a Joint Venture, and Crenshaw and Associates as Contract Purchaser; 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 "B"). 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 "C". 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 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 not 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 hydroseeding to Park Department specifications.
 - f) Wood light standards with Lexon glob liminars will be installed.
 - g) The easement access will be single pour grasscrete 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 Citizens Service Corporation, a Washington Corporation and A. Stevens Quigley as Trustee for Cambridge Construction Corporation d.b.a. the Lakes Associates, a Joint Venture, and Crenshaw and Associates as Contract Purchaser, 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.

Section 4. Resolution No. R-3246 adopted January 6, 1986, is hereby superseded.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular open meeting on the 19th day of May 1986.

SIGNED IN AUTHENTICATION thereof on the 19th day of May 1986.

Donna Cooper

MAYOR

ATTEST:

Tammy Aderson
 Director of Administration and Finance
 (ex officio City Clerk)

1484C/281A/JW:cw:rd

EASEMENT

THIS AGREEMENT is entered into by the City of Kirkland (referred to in this document as the Grantor) and by Citizens Service Corporation, a Washington Corporation and A. Stevens Quigley as Trustee for Cambridge Construction Corporation d.b.a. the Lakes Associates, a Joint Venture, and Crenshaw and Associates as Contract Purchaser, the owner of the property described in paragraph 4 below.

WITNESS

1. Grant of Easement. For and in consideration of valuable considerations, 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 the City of Kirkland. The easement is that 30-foot strip described as follows:

That portion of Government Lot 3, and of Shorelands adjoining 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 west margin of Lake Street South in the City of Kirkland, with the westerly production of the north margin of Tenth Avenue South (formerly Commercial Street) in Harry White and Company's Commercial Addition to Kirkland, according to plat recorded in Volume 8 of Plats, Page 16, records of King County; thence N88°52'37"W along the production of the north margin of said Tenth Avenue South 78.00 feet; thence S00°40'57"W parallel with the west margin of said Lake Street South 47.00 feet; thence S45°40'57"W 9.00 feet; thence N88°52'37"W 7.00 feet; thence S45°40'57"W 9.25 feet to the westerly production of the south margin of said Tenth Avenue South; thence S88°52'37"E along said westerly production 37.99 feet; thence N45°40'57"E 16.84 feet; thence N00°40'57"E 18.00 feet to the westerly production of the centerline of said Tenth Avenue South; thence S88°52'37"E along said westerly production 48.00 feet to the west margin of said Lake Street South; thence N00°40'57"E 30.00 feet to the Point of Beginning.

3. Purpose of Easement. The easement is for pedestrian and vehicular ingress and egress to the property described in paragraph 4 below, 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 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 nonexclusive and shall not be deemed to limit any rights in the easement area existing in favor of the general public.

GRANTEES:
Citizen Service Corporation,
a Washington Corporation

GRANTOR:
CITY OF KIRKLAND

By: _____
Its President

By: _____
Mayor

A. Quigley Stevens as Trustee for
Cambridge Construction Corporation,
d.b.a. Lakes Associates, A Joint
Venture

By: _____
Director of Administration and
Finance

By: _____

Crenshaw and Associates

By: _____
Its President

Attest: _____
City Clerk

DEDICATION OF PUBLIC ACCESS AREA ON
PRIVATELY OWNED SHORELINE

The undersigned persons, hereinafter referred to as "dedicator" and being all of the owners of the real property herinafter described, do 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 hereby dedicated is described in Exhibit A attached hereto and made a part hereof as though fully set forth herein.

2. PURPOSE OF DEDICATION

The real property herein described is dedicated to the general public in order to allow pedestrian access and entry onto the dedicated area by the general public and all members thereof for the peaceful enjoyment of the dedicated area and the waters of Lake Washington adjoining. Dedicator reserves all rights and uses in and to the public access area which are not repugnant to the uses herein granted.

3. LIMITATION ON DEDICATION

The rights of the general public and all members thereof, granted herein, are subject to the following limitations:

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

(b) The entire dedicated area may be closed to public access by the dedicator each day from dusk to 10 a.m., of the following day.

(c) All or any portion of the dedicated area may be temporarily closed to the public from time to time for the purpose of repairs and maintenance.

(d) Neither the dedicator, 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, the City of Kirkland or the State of Washington be responsible for any act or omission of a third party, or be responsible for the failure to provide security, supervision, or guards for members of the general public for acts or omissions of other members of the general public.

Attachment B

To The Resolution R-3282

(e) The dedicator shall have the sole and separate responsibility of maintaining any portion of the dedicated areas to which the general public shall have access and shall defend and save harmless the City of Kirkland and the State of Washington, including their officers, agents, and employees from any claims real or imaginary asserted by any person for injury or damages resulting from improper maintenance of said dedicated area. The standard of maintenance shall be equal to the standards of maintenance practiced by the City of Kirkland in regard to its waterfront parks. This covenant of maintenance and to defend and save harmless the City of Kirkland and the State of Washington 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 any association of apartment or condominium owners shall be recorded with the King County Department of Records and Elections and shall be filed with the City of Kirkland. The word, apartment, as used herein includes the word, "condominium."

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

(g) Dedicator shall install and maintain, at such locations within or adjoining the dedicated property as may be designated by the City of Kirkland, "public access" signs meeting the standards for such signs established and adopted by the City of Kirkland.

4. AUTHORITY OF DEDICATOR

Dedicator warrants to the City of Kirkland that dedicator's ownership interest in the real property described herein includes the full power to enter into agreement and/or covenants which will run with the land and bind all owners of said property, their heirs, successors and assigns.

5. DEFINITIONS

As used herein:

(a) The word, "dedicator", shall include the heirs, successors and assigns thereof;

(b) The words, "land vehicle", shall include motor vehicles, bicycles, skateboards and other vehicles designed to operate upon land whether self-propelled or not; provided that "land vehicle" shall not include a wheelchair or similar device whether or not self-propelled when used by a handicapped pedestrian.

6. RECORDING

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

ACCEPTANCE OF DEDICATION BY CITY OF KIRKLAND

This dedication accepted the _____ day of _____, 19 ____ on behalf of the general public by the City of Kirkland.

CITY OF KIRKLAND:

By _____
Capacity

I. INDIVIDUAL (For an acknowledgement in an individual capacity)

DEDICATOR(S)

(Note: If married, spouse must also sign)

STATE OF WASHINGTON

COUNTY OF _____

I certify that I know or have satisfactory evidence that

signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the foregoing instrument.

Dated _____

Signature of
Notary Public _____

(seal or stamp)

Title: Notary Public for the State of
Washington residing in _____ County
My appointment expires _____

II. REPRESENTATIVE (For acknowledgement in a representative capacity)

DEDICATOR(S)

Name of Partnership or Joint Venture

By _____ (General Partner)

By _____ (General Partner)

Name of Corporation

By _____ (President)

By _____ (Secretary)

STATE OF WASHINGTON
COUNTY OF _____

I certify that I know or have satisfactory evidence that

(names of persons above)

signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it is the _____
(type of authority, e.g., officer,

trustee, etc.) of _____
(Name of party on behalf of whom instrument

_____ was executed) to be the free and voluntary act of such party for

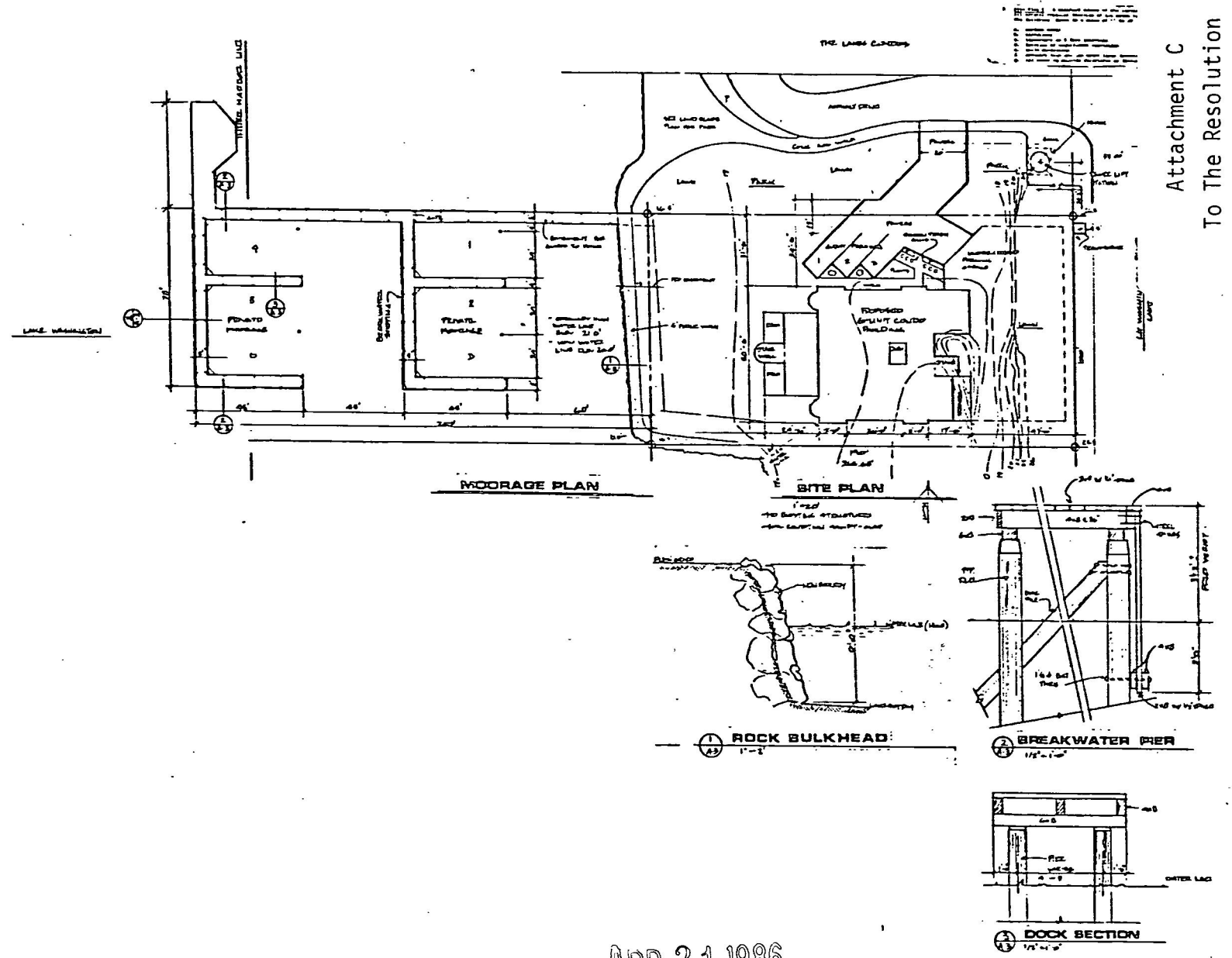
the uses and purposes mentioned in the foregoing instrument.

Dated _____

Signature of
Notary Public _____

(seal or stamp)

Title: Notary Public for the State of
Washington residing in _____ County
My appointment expires _____



APR 21 1986

ARCHITECTS - PLANNERS - CONSTRUCTION MANAGERS	
CRENSHAW & ASSOCIATES	
1400 423 7871	
DESIGNED BY KAREN CRENSHAW	
HAMBLEN HOUSE CANOON	
SITE PLAN	
MOORAGE PLAN	
A-3	