

RESOLUTION R - 3398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A GRANT OF EASEMENT TO CHANDLER-FROST, SUBJECT TO CERTAIN TERMS AND CONDITIONS.

Whereas, Chandler-Frost has requested an easement from the City of Kirkland, for the installation of certain parking stalls and convenience turn around, in connection with their construction of an office building, in the vicinity of Lake Washington Boulevard and N.E. 38th Place; and

Whereas, the Planning Department and Park Board have recommended the granting of such easement, subject to certain conditions, including availability of the resulting off-street parking facilities to members of the general public on evenings and weekends; and

Whereas, the City Council has reviewed and considered the proposed Easement Agreement, now, therefore,

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

Section 1. The Easement Agreement, attached to the original of this Resolution as Exhibit A and by this reference incorporated herein, between the City of Kirkland as Grantor, and Richard A. Chandler and Lois K. Chandler, husband and wife, and William B. Frost and Marian L. Frost, husband and wife (Chandler-Frost), is hereby approved by the City Council.

Section 2. The City Manager is authorized to sign said Easement Agreement on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 3rd day of August, 1987.

Signed in authentication thereof this 3rd day of August, 1987.


MAYOR

ATTEST:


City Clerk

EASEMENT AGREEMENT

The City of Kirkland, a code city of the State of Washington, (hereinafter referred to as Kirkland) hereby grants to Richard A. Chandler and Lois K. Chandler, husband and wife, and William B. Frost and Marian L. Frost, husband and wife (hereinafter referred to as Chandler-Frost), an easement; over and across the real property described in Attachment A to this agreement and incorporated by this reference. Said easement is granted for the use and benefit of adjacent real property owned by Chandler-Frost, as described in Attachment B to this agreement, and by this reference incorporated herein; said easement is subject to the following terms and conditions:

1. The easement premises herein granted shall be improved by Chandler-Frost, by the installation and maintenance of motor vehicle parking stalls and "turn around," all in accordance with plans therefore previously filed with the City.

2. The area of Chandler-Frost property, lying between Lake Washington Boulevard and the area of this easement, from the south property line of the Chandler-Frost property, northerly to its northeast 38th Place entrance, shall be landscaped subject to approval by the Department of Planning and Community Development of a detailed landscape plan by a landscape architect complying at the minimum with Section 105.80 of the Zoning Code, provided that no standard exceeding that set forth in Section 60.20.b. Special Regulation #6 of the Zoning Code shall be required.

3. Improvements within the easement area shall be paved, striped, and curbed in accordance with Kirkland standards.

4. Chandler-Frost agrees that the off-street parking stalls, to be installed by Chandler-Frost, shall be available to parking by the general public between the hour of _____ p.m. and dusk on weekdays, and the hour of _____ a.m. and dusk on Saturdays and Sundays.

5. Chandler-Frost shall install signs stating that all off-street parking stalls, located on the real property described in Attachment A, will be available for general public parking pursuant to the schedule set forth in paragraph 5 above.

6. Chandler-Frost, their heirs, successors, or assigns shall have the sole and separate responsibility of maintaining the area described in Attachment A, and shall defend and save harmless the City of Kirkland, including its officers, agents, and employees from any claims, real or imaginary, asserted by any person for injury or damage resulting from improper maintenance of said area, exclusive of any claim arising solely out of the negligence of the City of Kirkland, its officers, or employees.

7. This easement grant and all terms and conditions hereof shall be a covenant running with the land and shall be binding upon the successors, heirs, and assigns of both the grantor and the grantee.

Signed in Kirkland, Washington this _____ day of _____, 1987.

GRANTOR-CITY OF KIRKLAND

By _____
City Manager

GRANTEES

Richard A. Chandler

Lois K. Chandler

William B. Frost

Marian L. Frost

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 1987, 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 City Manager of _____ City of Kirkland the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free

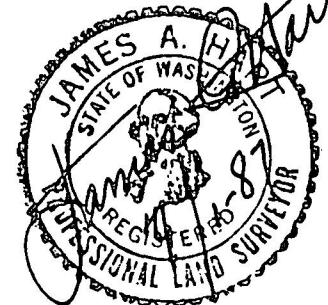
ATTACHMENT "A" TO KIRKLAND - CHANDLER - FROST EASEMENT

EASEMENT AGREEMENT LEGAL DESCRIPTION
YARROWSHORE OFFICE BUILDING
WILLIAM FROST & RICHARD CHANDLER

That portion of Government Lot 4, Section 17, and that portion of Government Lot 1, Section 20, all in Township 25 North, Range 5 East, W.M., King County, Washington, described as follows:

Commencing at the quarter corner that is common to said sections 17 and 20;
Thence N 88°56'34" W along the line common to said sections 1446.25 feet, more or less to the West margin of N.E. Lake Washington Boulevard as conveyed to the state of Washington by deed recorded under King County recording no. 6618783;
Thence northwesterly along a curve to the left, the center of which bears S 67°36'48" W a radial distance of 911.93 feet, an arc distance of 98.64 feet;
Thence N 61°24'57" E along said margin 3.00 feet;
Thence N 28°35'03" W along said margin 32.05 feet to a point on the south line of a tract of land described in an instrument recorded under King County recording no. 7808100561;
Thence S 61°24'57" W along said south line 17.01 feet to the True Point of Beginning of this easement;
Thence continuing S 61°24'57" W 45.00 feet;
Thence S 28°35'03" E 22.00 feet;
Thence N 61°24'57" E 5.00 feet;
Thence along a curve to the right, the center of which bears S 28°35'03" E a radial distance of 20.00 feet, an arc distance of 31.42 feet;
Thence S 28°35'03" E 54.43 feet;
Thence on a curve to the right, the center of which bears S 61°24'57" W a radial distance of 169.00 feet, an arc distance of 94.06 feet;
Thence along a curve to the left, the center of which bears S 86°41'43" E a radial distance of 50.00 feet, an arc distance of 94.19 feet, more or less, to the westerly margin of N.E. Lake Washington Boulevard;
Thence northwesterly along said margin on a curve to the left, the center of which bears S 75°55'59" W a radial distance of 911.93 feet, an arc distance of 20.00 feet;
Thence southwesterly along a curve to the right, the center of which bears N 14°35'27" W a radial distance of 30.00 feet, an arc distance of 56.49 feet;
Thence northerly along a curve to the left, the center of which bears N 86°41'43" W a radial distance of 189.00 feet, an arc distance of 25.01 feet;
Thence N 85°43'18" E a radial bearing 8.00 feet;
Thence northerly along a curve to the left, the center of which bears S 85°43'18" W a radial distance of 197.00 feet, an arc distance of 83.57 feet;
Thence N 28°35'03" W 76.43 feet;
Thence S 61°24'57" W 8.00 feet;
Thence N 28°35'03" W 20.00 feet, more or less, to the True Point of Beginning.

Exhibit A
Resolution R-3398
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ATTACHMENT B TO KIRKLAND - CHANDLER-FROST EASEMENT

The real property, owned by the Grantees, Chandler-Frost, is described as follows:

That portion of Government Lot 4 in Section 17, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the meander corner between Sections 17 and 20, Township 25 North, Range 5 East, W.M., in King County, Washington; running thence along the government meander line $N5^{\circ}51'11''W$ 306.19 feet; thence $N89^{\circ}10'00''E$ 250.10 feet to a point which is $S89^{\circ}10'00''W$ 150 feet from the southwesterly margin of Lake Washington Boulevard and true point of beginning of the tract of land herein described; thence continuing $N89^{\circ}10'00''E$ 150 feet to the southwesterly margin of Lake Washington Boulevard; thence southeasterly along said southwesterly margin 210 feet; thence southwesterly at right angles to said southwesterly margin 62 feet; thence $S89^{\circ}10'00''W$ to intersect a parallel line drawn southeasterly from the true point of beginning and parallel with the southwesterly margin of Lake Washington Boulevard; thence northwesterly along said parallel line to the true point of beginning; EXCEPT portion conveyed to the State of Washington, by deed recorded under Auditor's File No. 6655859.