

RESOLUTION NO. R-3569

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 REVISED EASEMENT TO YARROW SHORES ASSOCIATES, SUBJECT TO CERTAIN TERMS AND CONDITIONS.

WHEREAS, Yarrow Shores Associates has requested an easement from the City of Kirkland for the installation of a convenience turn-around in connection with their construction of an office building at 4055 Lake Washington Boulevard; and

WHEREAS, the City Council did adopt Resolution R-3524 on July 5, 1989, granting a revised easement to Yarrow Shores Associates; and

WHEREAS, Yarrow Shores Associates is the new owner of the real property described in Attachment B; and

WHEREAS, the Planning Department has recommended the granting of such revised easement, subject to certain conditions, including installation and maintenance of a landscape berm adjacent to Lake Washington Boulevard as set forth in Section 60.20.b., Special Regulation No. 6 of the Zoning Code and landscaping adjacent to the wetland as required in Section 90.25.7 of the Zoning Code; and

WHEREAS, the City Council has reviewed and considered the revised 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 Ronald H. Cole and Louis E. Kapesandy, General Partners, Yarrow Shores Associates, 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.

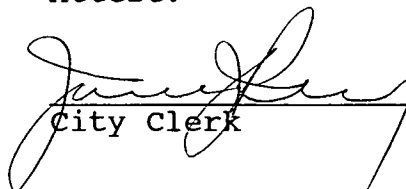
PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 19th day of December, 1989.

SIGNED in Authentication thereof on the 19th day of December, 1989.

Attest:



Mayor



City Clerk

EASEMENT AGREEMENT

The City of Kirkland, a code city of the State of Washington (hereinafter referred to as "Kirkland"), hereby grants to Ronald H. Cole and Louis E. Kapesandy, General Partners, Yarrow Shores Associates, 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 Yarrow Shores Associates, 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 Yarrow Shores Associates, by the installation and maintenance of the "turn-around," all in accordance with plans therefor previously filed with the City.
2. The area of Yarrow Shores Associates property, lying between Lake Washington Boulevard and the area of this easement, from the south property line of the Yarrow Shores Associates property, southerly to its northeast 38th Place entrance, shall be landscaped and maintained subject to approval by the Department of Planning and Community Development of a detailed landscape plan by a landscape architect complying with the standards set forth in Section 60.20.b. Special Regulation No. 6 of the Zoning Code.
3. The area of Yarrow Shores Associates property lying between the area of this easement and the wetland, from the south property line of the Yarrow Shores Associates property, southerly to its southeast 38th Place entrance, shall be landscaped and maintained subject to approval by the Department of Planning and Community Development of a detailed landscape plan by a landscape architect complying with the standards set forth in Section 95.25.7 of the Zoning Code.
4. Improvements within the easement area shall be paved and curbed in accordance with Kirkland standards.
5. Yarrow Shores Associates, 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.

Easement Agreement
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6. 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 _____, 1989.

GRANTOR - CITY OF KIRKLAND

By _____
City Manager

GRANTEES

Ronald H. Cole

Louis E. Kapesandy

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 1989, 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 the 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 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 in King County.
My commission expires:

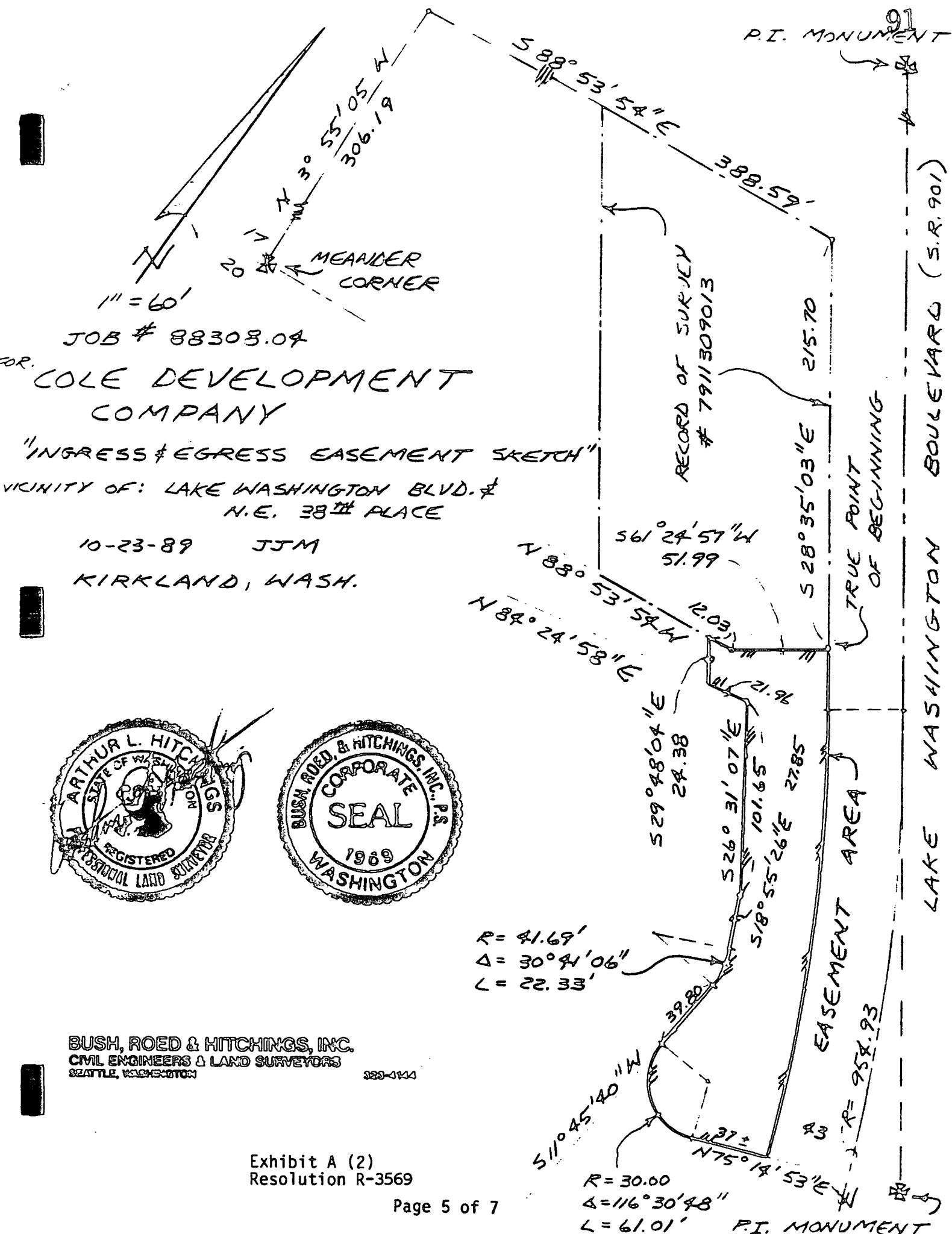
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me, known to be the _____ and _____, respectively, of _____, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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 in King County.
My commission expires:

AGR-YARJUN/TS:rt



P.I. MONUMENT 91

1" = 60'

MEANDER CORNER

JOB # 88308.04

FOR COLE DEVELOPMENT COMPANY

"INGRESS & EGRESS EASEMENT SKETCH"

VICINITY OF: LAKE WASHINGTON BLVD. & N.E. 38TH PLACE

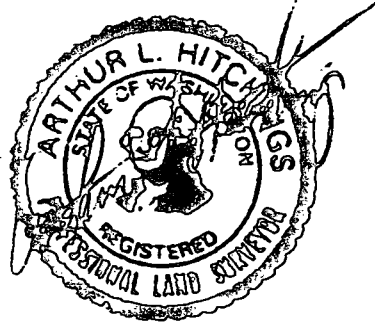
10-23-89 JJM

KIRKLAND, WASH.

RECORD OF SURVEY # 7911309013

TRUE POINT OF BEGINNING

LAKE WASHINGTON BOULEVARD (S.R. 901)



R = 41.69'
 Δ = 30° 41' 06"
 L = 22.33'

EASEMENT AREA

BUSH, ROED & HITCHINGS, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 SEATTLE, WASHINGTON

329-0144

Exhibit A (2)
 Resolution R-3569

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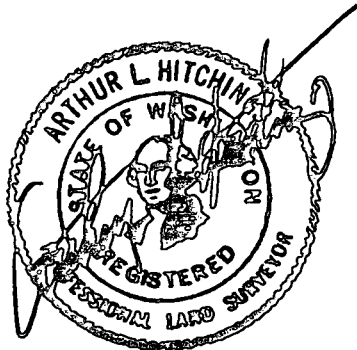
R = 30.00
 Δ = 116° 30' 48"
 L = 61.01'

P.I. MONUMENT

INGRESS, EGRESS EASEMENT

THAT PORTION OF GOVERNMENT LOT 4, SECTION 17 AND OF GOVERNMENT LOT 1, SECTION 20, ALL IN TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MEANDER CORNER BETWEEN SAID SECTIONS 17 AND 20; THENCE NORTH 03°55'05" WEST ALONG THE GOVERNMENT MEANDER LINE 306.19 FEET; THENCE SOUTH 88°53'54" EAST 388.59 FEET TO THE SOUTHWEST MARGIN OF LAKE WASHINGTON BOULEVARD AS ESTABLISHED BY DEED TO THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 6655859; THENCE SOUTH 28°35'03" EAST ALONG SAID SOUTHWEST MARGIN 215.70 FEET TO THE SOUTH LINE OF THE PROPERTY SHOWN ON THE RECORD OF SURVEY PER KING COUNTY RECORDERS NO. 7911309013 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 61°24'57" WEST ALONG SAID SOUTH LINE 51.99 FEET; THENCE NORTH 88°53'54" WEST 12.03 FEET; THENCE SOUTH 29°48'04" EAST 24.38 FEET; THENCE NORTH 84°24'58" EAST 21.96 FEET; THENCE SOUTH 26°31'07" EAST 101.65 FEET; THENCE SOUTH 88°15'26" EAST 27.85 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 41.68 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°41'06" A DISTANCE OF 22.33 FEET; THENCE SOUTH 11°45'40" WEST 39.80 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°30'48" A DISTANCE OF 61.01 FEET; THENCE NORTH 75°14'53" EAST 37 FEET MORE OR LESS TO THE SOUTHWESTERLY MARGIN OF LAKE WASHINGTON BOULEVARD; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.



COLE DEVELOPMENT COMPANY, INC.
 YARROW BAY OFFICE BUILDING
 ARTHUR L. HITCHINGS
 OCTOBER 24, 1989
 88308.04/SUR 31

KIRKLAND - YARROW SHORES ASSOCIATES EASEMENT

The real property, owned by the Grantees, Yarrow Shores Assoc., 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 $N5^{\circ}31'11''W$ 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.

Exhibit B
Resolution R-3569