

RESOLUTION R- 4528

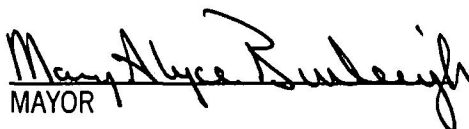
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ACCESS AND UTILITY
EASEMENT OVER CITY PROPERTY

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

Section 1. The City Manager is hereby authorized and directed to
execute on behalf of the City an Access and Utility Easement substantially
similar to the Access and Utility Easement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open
meeting this 18th day of October, 2005.

Signed in authentication thereof this 18th day of October, 2005.


MAYOR

Attest:


City Clerk

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ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made this ____ day of _____, 2005, by and between the City of Kirkland ("Grantor") and Karen Starns Edwards and Jeffrey Stuart Edwards, husband and wife, and Meryl A. Keim, a single person (collectively, "Grantee").

Grantor is the owner of the real property commonly known as Watershed Park, the relevant portion of which is legally described as follows (the "Property"):

Lot 12, Block 13, Woods Addition to Kirkland as recorded in Volume 6 of Plats at Page 24, records of King County, Washington.

Grantees Karen Starns Edwards and Jeffrey Stuart Edwards are the owners of real property legally described as follows:

The West half of Lot 13, Block 3, Woods Addition to Kirkland, according to the Plat recorded in Volume 6 of Plats, Page 24, records of King County.

Grantee Meryl A. Keim is the owner of real property legally described as follows:

The South half of the East half of Lot 13, Block 3, Woods Addition to Kirkland, according to the Plat recorded in Volume 6 of Plats, Page 24, records of King County.

Grantor, for and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Grantee, and their successors and assigns, a perpetual, nonexclusive easement for access and utility purposes over, under, in, along and across the Easement Area described as follows:

Beginning at the Northeast Corner of the Property (Lot 12) which is the True Point of Beginning;
Thence South 00°53'29" West 5.00 Feet along the West Margin of 112nd Avenue NE;
Thence South 83°49'18" West 91.34 Feet;
Thence North 78°27'10" West 25.44 Feet;
Thence North 69°05'57" West 35.18 Feet to the Southeast corner of the West half of Lot 13 of Block 13;
Thence South 88°54'58" East along the North line of Lot 12 of Block 3 of Woods Addition 148.70 feet to the True Point of Beginning.

Such Easement contains 1,530 square feet, more or less.

A diagram of the Easement Area is attached hereto.

Grantor also grants to Grantee and those acting under or on behalf of Grantee, the right to enter the Easement Area to construct, install, alter, maintain, repair or replace improvements in the Easement Area. Upon completion of any work within the Easement Area, Grantee shall restore the unimproved portion of the Easement Area, as nearly as reasonably practicable, to the condition it was in before commencement of the work.

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