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RESOLUTION R- 4564

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE WARRANTY DEED, QUITCLAIM DEED AND TEMPORARY CONSTRUCTION PERMITS TO THE CITY OF REDMOND.

WHEREAS, the City of Redmond will be improving Old Redmond Road between 132nd Avenue NE and 140th Avenue NE ("the Project"); and

WHEREAS, the City of Kirkland owns Redmond Snyders Park ("the Park"), which is adjacent to the Project; and

WHEREAS, to complete the Project using the appropriate design for this right of way, additional property from the Park will be needed as well as a temporary construction permit for staging its equipment and material within the Park; and

WHEREAS, Kirkland would have used a similar design and the same amount of Park property for the road improvements, which improvements need to be done; and

WHEREAS, in the process of determining the Park property needed for the Project, Redmond discovered additional property owned by Kirkland, which is entirely located within the Old Redmond Road right of way that is maintained by Redmond; and

WHEREAS, retaining this property located completely within Redmond's right of way provides no benefit to the City;

NOW, THEREFORE, 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 the Warranty Deed, Quitclaim Deed and Temporary Construction Permit to the City of Redmond in a form substantially similar to the documents attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 4th day of April, 2006.

Signed in authentication thereof this 4th day of April, 2006.


MAYOR

Attest:


City Clerk

Please Return To:
City of Kirkland

EXHIBIT A

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) (or transactions contained therein):

DEED

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ____ of document

Grantor(s): (Last name first, then first name and initials)

1. **KIRKLAND, CITY OF**

☐ Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)

1. **REDMOND, CITY OF**

☐ Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

**PTN. OF LOTS 22, 23 & 24, BLK. 13, KEYSTONE ADD. TO KIRKLAND, VOL 7, PG. 92,
AND TRACTS A-D, BLK 12, AND TRACTS A-D, BLK. 13, VACATED KEYSTONE ADD.
TO KIRKLAND SUPPLEMENTAL, VOL, 9, PG.8**

☒ Additional legal is on Exhibit A of document

Assessor's Property Tax Parcel Account Number(s):

384850 0670

City of Redmond Reference: *Old Redmond Road Improvements (132nd – 140th)*

Project Number: **100169**

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SPECIAL WARRANTY DEED

THE GRANTOR, **CITY OF KIRKLAND**, a municipal corporation of the state of Washington, for and in consideration of mutual benefit and public purpose, which is hereby acknowledged, conveys and warrants to **CITY OF REDMOND**, a municipal corporation of the state of Washington (hereinafter called "Grantee"), a portion of that certain real property situated in the County of King, State of Washington, which partial conveyance without subdivision is authorized under KCC 19A.08.030, and legally described as follows:

A PORTION OF Lots 22, 23 and 24, Block 13, Keystone Addition to Kirkland, according to the plat thereof recorded in Volume 7 of Plats, page 92, in King County, Washington;

AND Tracts A, B, C and D, Block 12 and the north half of Tracts A, B, C and D, Block 13 of vacated Keystone Addition to Kirkland Supplemental, according to the plat thereof recorded in Volume 9 of Plats, page 8, in King County, Washington;

AND portion of vacated streets adjacent to said blocks;

EXCEPT that portion for 132nd Avenue Northeast, as recorded under Recording Number 7310050058;

AND EXCEPT the easterly 60.52 feet thereof,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the northeast corner of the above described parcel; thence S.01°41'53"W. along the east line of said parcel, 10.00 feet; thence leaving said east line, N.88°31'43"W. parallel with the north line of said parcel, 420.03 feet to a point of curve of a 460.00 foot radius curve right; thence along the arc of said curve right through a central angle of 11°58'08", a distance of 96.09 feet to the north line of said parcel; thence S.88°31'43"E. along said north line, 515.46 feet to the Point of Beginning.

(Containing an area of 4,837 square feet, more or less.)

and as graphically depicted on Exhibit "A".

This conveyance is conditioned that Grantee shall not charge Grantor for the initial construction/ installation or maintenance of any improvements on or to the real property installed by Grantee or its agents.

Dated this ____ day of _____, 2006.

GRANTOR:
CITY OF KIRKLAND

By: _____

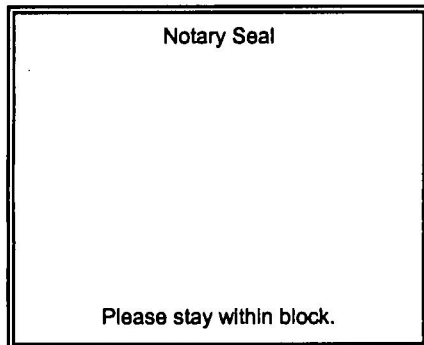
Its: _____

Approved as to Form:

STATE OF WASHINGTON)
) §
 COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of the **CITY OF KIRKLAND**, the municipal corporation of the state of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2006.



Notary Signature: _____

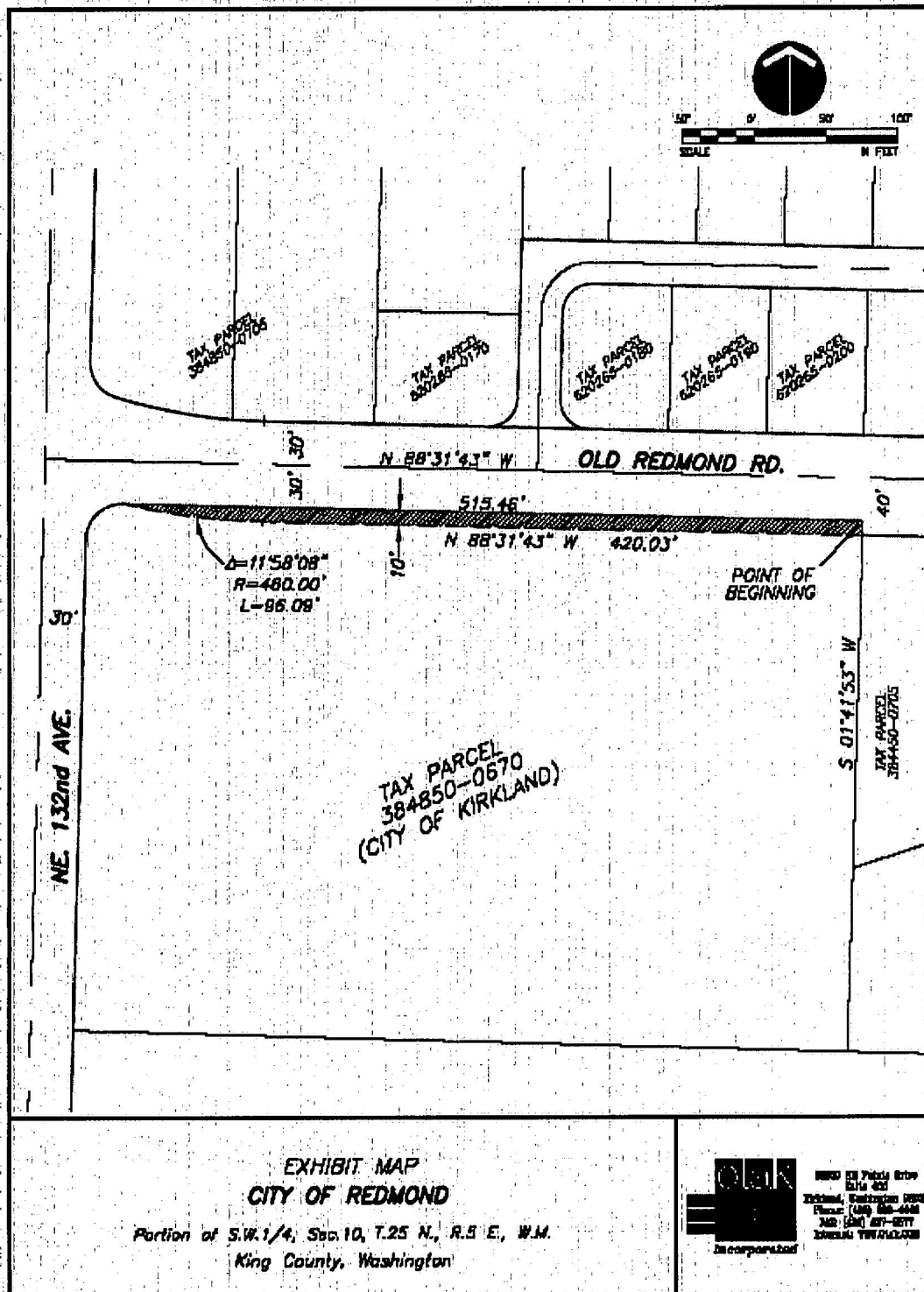
Print Name: _____

Notary Public in and for the State of _____

Residing in _____

My Commission Expires: _____

EXHIBIT "A"



Please Return To:
City of Kirkland

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) *(or transactions contained therein):*

QUIT CLAIM DEED

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ____ of document

Grantor(s): *(Last name first, then first name and initials)*

1. **KIRKLAND, CITY OF**

☐ Additional names on page __ of document

Grantee(s): *(Last name first, then first name and initials)*

1. **REDMOND, CITY OF**

☐ Additional names on page __ of document

Legal Description: *(abbreviated form i.e. lot, block, plat name, section-township-range)*

PTN OF SW 10-25-5

☐ Additional legal is on Exhibit "A" of document

Assessor's Property Tax Parcel Account Number(s):

NO PARCEL NUMBER

City of Redmond Reference: *Old Redmond Road Improvements (132nd – 140th)*

Project Number: 100169

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

QUIT CLAIM DEED

THE GRANTOR, CITY OF KIRKLAND, a municipal corporation of the state of Washington, for and inconsideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the **CITY OF REDMOND**, a municipal corporation of the State of Washington, the following described real estate, situate in King County, Washington, as also described under the heading of Statutory Warranty Deed , recorded under recording number 9205290698, records of King County, State of Washington:

See Exhibit "A"

together with all after acquired title of the Grantor herein.

Dated this _____ day of _____, 2006.

GRANTOR:

CITY OF KIRKLAND, a municipal corporation of the state of Washington

By: _____

Its: _____

Approved as to Form:

STATE OF WASHINGTON)
COUNTY OF KING) §

On this day personally appeared before me _____, to me known to be the _____ of the **CITY OF KIRKLAND**, the municipal corporation of the state of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2006.

Notary Seal

Please stay within block.

Notary Signature: _____

Print Name: _____

Notary Public in and for the State of _____

Residing in _____

My Commission Expires: _____

EXHIBIT "A"
Legal Description

A parcel of land lying directly adjacent to and northerly of the north margin of State Aid Road No. 4, hereinafter referred to as N.E. 70th Street. Beginning at a point on the north margin of said N.E. 70th Street, said point being 30.00 feet north of and 152.63 feet east of the intersection of the centerlines of said N.E. 70th Street and 132nd Avenue N.E.; thence north 88°31'36" west, 97.63 feet along said north margin to the beginning of a curve to the right having a radius of 25.00 feet; thence northwesterly along said curve through a central angle of 90°00'58" an arc distance of 39.28 feet; thence north 01°29'23" east along the west line of said parcel 13.30 feet to the beginning of a curve to the left having a radius of 25.00 feet; thence southeasterly along said curve through a central angle of 74°30'11" an arc distance of 32.51 feet to a point of compound curvature of a curve to the left having a radius of 390.00 feet; thence southeasterly along said curve through a central angle of 15°30'48" an arc distance of 105.60 feet to a point on said north margin and the point of beginning, having been a portion of a parcel of land described as follows:

Lots 25 through 28, Block 5, Keystone Addition to Kirkland, according to the plat thereof recorded in Volume 7 of Plats, Page 92, in King County, Washington and west 100 feet of Lot B, Block 5, Supplemental Addition to Kirkland, according to the plat thereof recorded in Volume 9 of Plats, Page 8, in King County, Washington.

The property transfer legal description is as described in instrument recorded under Recording Number 9205290698, records of King County, Washington.

City of Redmond Project No.: 100169
 City of Redmond Project Name: Old Redmond Road (132nd - 140th)
 Property Tax Account No.: 384850-0670

TEMPORARY CONSTRUCTION PERMIT

THE GRANTOR, **CITY OF KIRKLAND**, a Washington municipal corporation (hereinafter, "Kirkland"), for and in consideration of mutual benefit, does hereby offer, permit and grant the **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter, "Redmond"), or its agents and contractors, during the period of construction of the above-referenced project, permission to enter upon, occupy and use all that portion of the parcel of land as generally shown on the attached Exhibit "A" of this document (hereinafter, the "Property").

Redmond, its successors and assign, shall have the right without prior notice or proceeding of law to enter upon the Property at normal working hours, as mutually agreed upon by Kirkland and Redmond or at anytime when determination has been made by Redmond that public health, safety or welfare is threatened, for the purposes of, but not limited to:

- Staging secured project material and equipment
- Project trailer
- Installation of sidewalk and curb in street right of way
- Installation of project landscaping in street right of way
- Trade parking
- Silt fencing/erosion control
- Installation of driveway apron
- Contour and restore any disturbed areas

Redmond shall not use, store or allow any hazardous wastes (as defined by federal or state law) in or about the Property with the exception of those properly and securely contained in construction equipment. At no time will the Property be used for storage of equipment or materials unless associated with purposes of this Permit. Redmond agrees that it shall carry on its activities on the Property in such a way as to not unreasonably interfere with any of the business activities conducted on the Property. Redmond or its representative will notify a representative of Kirkland at least 14 working days in advance of commencement of any project work.

Redmond, its agents and contractors, agree to hold harmless, indemnify and defend Kirkland from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Redmond, or damage to property, arising out of Redmond's activities under this Permit, provided, however, that:

A. Redmond's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of Kirkland; and

B. Redmond's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of Redmond and Kirkland, or of Redmond and a third party other than an officer, agent, contractor or employee of Redmond, shall apply only to the extent of the negligence or willful misconduct of Redmond.

Prior to any work on the Property, Redmond shall require its contractors and agents working under this Permit to defend, indemnify and hold the City of Kirkland harmless to the same extent as it will require for Redmond and to provide proof of insurance naming City of Kirkland as an additional insured in the amount required by the project for the City of Redmond.

Redmond shall, at its sole cost and upon completion of the Project and/or any work within the Property, fully restore the surface of the area and any public or private improvements disturbed by or destroyed during execution of the work, as nearly as practicable, to the conditions that they were in immediately before the commencement of the work or entry by Redmond.

This Temporary Construction Permit shall be effective from the date of its execution and shall expire and terminate automatically and without notice upon completion of the construction and warranty maintenance period of the above-referenced project or December 2007, whichever is earlier.

The terms and obligations expressed herein are not binding upon Redmond unless and until approved and accepted by same.

Dated this _____ day of _____, 2006.

CITY OF KIRKLAND:

By: _____

Its: _____

Contact Information:

Phone: _____

Alternative Phone: _____

The CITY OF REDMOND approves and accepts this Permit:

By: _____

Lisa Singer

Project Construction Manager

Contact Information:

Phone: **425-556-2726**

Alternative Phone: _____