



**CITY OF KIRKLAND**  
Department of Public Works  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
www.kirklandwa.gov

---

## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Pam Bissonnette, Interim Public Works Director  
Jenny Gaus, Surface Water Engineering Supervisor

**Date:** February 6, 2013

**Subject:** Inglemoor Highlands Greenbelt - NUD Interlocal Agreement for Facilities Easement

### RECOMMENDATION:

Staff recommends that Council approves the attached resolution authorizing the City Manager to sign the interlocal agreement which grants a permanent easement for utility placement to the Northshore Utility District over the Inglemoor Highlands Greenbelt, which the city recently acquired via a King County tax foreclosure auction.

### BACKGROUND DISCUSSION:

The plat of Inglemoor Highlands was created in 1977 (Attachments A and B). A greenbelt noted as "Tract B" was created as part of the plat, and was supposed to have been deeded to King County (the area was Unincorporated King County at the time). There was an error, and the greenbelt ended up in private hands. The most recent owner had not paid taxes on the property for the past 3 years, so it was made available at the 2012 King County Tax Foreclosure Auction on December 14, 2012. The City purchased the property at the auction using Surface Water Utility funds of \$4,700 plus \$87 in recording fees. The Council officially accepted the purchase at the January 15, 2013 Council meeting.

The Inglemoor Highlands greenbelt is a 5.9 acre parcel that contains a steep ravine through which runs a tributary of Juanita Creek (Attachment C). There are several publicly-maintained pipes that carry stormwater from the surrounding streets down steep slopes and into the creek. The pipes are contained within easements in the greenbelt, but the plat language does not specifically dedicate these easements to the public. City Surface Water Utility ownership of the property will simplify maintenance of these pipes in that staff would not need to negotiate easement rights or additional access with the owner of the greenbelt.

An Interlocal Agreement with the Northshore Utility District (NUD) is Exhibit A to the attached resolution. Originally, NUD was going to bid to obtain the property and then donate it to Kirkland with the easement reserved for the reasons described below. The logistics of this

approach turned out to be complicated, and so Kirkland agreed to purchase the property and propose an ILA for the easement to Council.

NUD currently has an easement on the greenbelt that contains a sanitary sewer pump station. NUD wishes to obtain an easement over the property for potential future placement of a sanitary sewer pipe and related equipment. NUD is offering to pay \$4,000 in exchange for this additional easement. This purchase price is based on NUD policy that allows the District to pay up to 50% of the value of the land for an easement. The assessed value of the property is \$8,000. Funds from NUD will be credited to the Surface Water Utility.

NUD expects that a sewer line project is several years out, and does not yet know that exact path that the line would take. Therefore, the easement is written over the entire greenbelt with language stating that the easement area will be refined once a project plan is developed. The City has final authority over the placement of any facilities, and so can insure that such facilities do not interfere with other allowed and potential uses of this greenbelt area.

Attachment A - Map of Inglemoor Highlands Greenbelt

Attachment B - Plat of Inglemoor Highlands

Attachment C - King County Assessor Property Detail for Parcel 3574802030



# INGLEMOOR HIGHLANDS

## Section 19, Township 26 North, Range 5 East, W.M. King County, Washington

104-80

### LEGAL DESCRIPTION

A. The Easterly 825.00 feet of Government Lot 1, Section 19, Township 26 North, Range 5 East W.M., in King County, Washington; EXCEPT the Northerly 417.50 feet thereof; AND ALSO EXCEPT that portion thereof described as follows: Beginning at the Southeast corner of Lot 21, ASSESSOR'S PLAT OF DUNDERRY, according to the plat thereof recorded in Volume 65 of Plats, page 5, records of King County, Washington; thence South 87°43'20" East along the Easterly projection of the South line of said Lot 21, 165.92 feet; thence North 25°22'39" East 131.28 feet; thence North 87°43'20" West 165.92 feet to the Northeast corner of said Lot 21; thence South 1°22'39" West along the East line of said Lot 21, 131.28 feet to the point of beginning.

B. The Northeast quarter of the Northwest quarter of Section 19, Township 26 North, Range 5 East W.M., in King County, Washington; EXCEPT the North 30 feet thereof for N.E. 145th Street; AND ALSO EXCEPT that portion thereof described as follows: Beginning at the Southeast corner of said subdivision; thence North 0°13'44" East a distance of 30.02 feet; thence North 87°42'19" West a distance of 108.92 feet; thence along the arc of a curve to the left having a radius of 230.00 feet a distance of 118.79 feet to an intersection with the South line of said subdivision; thence South 87°42'19" East a distance of 223.58 feet to the point of beginning, conveyed to King County for N.E. 142nd Place by a deed recorded under Recording No. 7302060450.

Situate in the County of King, State of Washington.

### ACKNOWLEDGMENTS

STATE OF WASHINGTON) ss  
COUNTY OF KING

This is to certify that on the 30<sup>th</sup> day of JUNE, 1977, before me, the undersigned, a Notary Public, personally appeared ROBERT F. PASCAL, Assistant Vice President of WASHINGTON CAPITAL CORPORATION, a Washington Corporation, to me known to be the individual who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the Corporate Seal of said Corporation.

WITNESS my hand and official seal the day and year first above written.

William P. Pears  
Notary Public in and for the State of Washington  
Residing at SEATTLE

### MAINTENANCE OBLIGATION

Owners of Lots 1, 41, 42, 43, 79, 162, 163, 164, 176, 177, 178, 189, 189, and 190 shall be responsible for maintenance of the street island fronting their respective lot.

### EASEMENT PROVISIONS

An easement is hereby reserved for and granted to Puget Sound Power & Light Co. and General Telephone Co., and their respective successors and assigns, under and upon the exterior seven (7) feet parallel and adjacent to the street frontage of all lots in which to install, lay, construct, renew, repair and maintain underground conduits, cables, any wires with necessary facilities and other equipment for the purpose of serving the subdivision and other properties with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.

### RESTRICTIONS

No lot or portion of a lot shown on this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion shown on this plat shall be less than the area required for the use district in which located. Prior approval must be obtained from the Department of Public Works before any structures, fill or obstructions, including fences, are located within any drainage easement or delineated flood plain area.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets and avenues shown hereon, and the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the streets and avenues shown hereon.

IN WITNESS WHEREOF we have set our hands and seals.

INGLEMOOR HIGHLANDS ASSOCIATES  
R. B. HEVLY, INC., GENERAL PARTNER

Robert B. Hevly  
ROBERT B. HEVLY, President

Naomi M. Hevly  
NAOMI M. HEVLY, Secretary

WASHINGTON CAPITAL CORPORATION

Robert F. Pascal  
ROBERT F. PASCAL, Assistant Vice President

### ACKNOWLEDGMENTS

STATE OF WASHINGTON) ss  
COUNTY OF KING

This is to certify that on the 30th day of June, 1977, before me, the undersigned, a Notary Public, personally appeared ROBERT B. HEVLY, president, and NAOMI M. HEVLY, secretary, of R. B. HEVLY, INC., a Washington Corporation, and the General Partner of Inglemoor Highlands Associates, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the Corporate Seal of said Corporation.

WITNESS my hand and official seal the day and year first above written.

William P. Pears  
Notary Public in and for the State of Washington  
Residing at SEATTLE

### LAND SURVEYOR'S CERTIFICATE

I, William C. Rowlands, Registered Land Surveyor, hereby certify that this plat of "INGLEMOOR HIGHLANDS" is based upon an actual survey and subdivision of Section 19, Township 26 North, Range 5 East, W.M. that the courses and distances are shown correctly hereon; that the monuments will be set and the lot corners are staked correctly on the ground; and that I have fully complied with the provisions of the statutes and platting regulations.

William C. Rowlands  
WILLIAM C. ROWLANDS, Cert. No. 9185

### APPROVALS

Examined and approved this 26<sup>th</sup> day of September, 1977.

DEPARTMENT OF PUBLIC WORKS

G. R. Allen  
Director

Examined and approved this 10<sup>th</sup> day of October, 1977.

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Edward B. Hendon  
Manager, Building and Land Development Division

Examined and approved this 12<sup>th</sup> day of OCTOBER, 1977.

DEPARTMENT OF ASSESSMENTS

Harley H. Horne A. Math  
King County Assessor Deputy, King County Assessor

Examined and approved this \_\_\_ day of \_\_\_, 1977.

KING COUNTY COUNCIL

Chairman, King County Council ATTEST: [Signature]  
Clerk of the Council

### COMPTROLLER'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection, in any of the property herein contained, dedicated as streets, alleys or for other public use, are paid in full. This 14<sup>th</sup> day of OCTOBER, 1977.

OFFICE OF THE COMPTROLLER

W. H. JAMES [Signature]  
King County Comptroller Deputy King County Comptroller

### RECORDING CERTIFICATE 770180974

Filed for Record at the request of the King County Council this 18 day of OCTOBER, 1977, at 38 minutes past 2:00 P.M. and recorded in Volume 104 of Plats, page 80-82, records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

CLINT G. ELSOM [Signature]  
Manager Superintendent of Records

CC. 710550







HOME NEWS SERVICES DIRECTORY CONTACT

Search

# King County Department of Assessments

Fair, Equitable, and Understandable Property Valuations

You're in: Assessments >> Online Services >> eReal Property

SHARE

[New Search](#) [Property Tax Bill](#) [Map This Property](#) [Glossary of Terms](#) [Area Report](#) [Print Property Detail](#)

## PARCEL DATA

Parcel	357480-2030	Jurisdiction	KIRKLAND
Name	DYER ELIZABETH	Levy Code	1708
Site Address		Property Type	R
Residential Area	037-002 (NW Appraisal District)	Plat Block / Building Number	
Property Name		Plat Lot / Unit Number	TR B
		Quarter-Section-Township-Range	<a href="#">NW-19-26-5</a>

## Legal Description

INGLEMOOR HIGHLANDS GREENBELT TAX POR PARTIALLY EX PER RCW 84.36.381 THRU .389

## LAND DATA



Click the camera to see more pictures.



Highest & Best Use As If Vacant	SINGLE FAMILY	Percentage Unusable	0
Highest & Best Use As Improved	(unknown)	Unbuildable	NO
Present Use	Vacant(Single-family)	Restrictive Size Shape	NO
Base Land Value SqFt	0	Zoning	RSA 6
Base Land Value	10,000	Water	WATER DISTRICT
% Base Land Value Impacted	100	Sewer/Septic	PUBLIC
Base Land Valued Date	5/26/2009	Road Access	PUBLIC
Base Land Value Tax Year	2010	Parking	
Land SqFt	257,031	Street Surface	PAVED
Acres	5.90		

## Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

## Waterfront

Waterfront Location	
Waterfront Footage	
Lot Depth Factor	
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	
Proximity Influence	NO

## Designations

Historic Site	
Current Use	
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	YES
Development Rights Purchased	NO

## Nuisances

Topography	YES
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

## Problems

Water Problems	NO
Transportation Concurrence	NO

## Reference Links:

- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue](#) (External link)
- [Washington State Board of Tax Appeals](#) (External link)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)
- [Scanned images of surveys and other map documents](#)
- [Scanned images of plats](#)

Easements	NO	Other Problems	NO
Native Growth Protection Easement	NO	<b>Environmental</b>	
DNR Lease	NO		

Environmental	YES
---------------	-----

Environmental Type	Information Source	Delineation study	Percentage Affected
Stream	JURISDICTION	N	0

**BUILDING**

--

**Accessory Of Building Number:**

Accessory Type	Picture	Description	SqFt	Grade	Eff Year	%	Value	Date Valued
MISC IMP		lift station facilities					116000	4/21/2009

**TAX ROLL HISTORY**

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value	Appraised Imps Value	Appraised Total Value	New Dollars	Taxable Land Value	Taxable Imps Value	Taxable Total Value	Tax Value Reason
357480203003	2012	2013		1708	\$8,000	\$0	\$8,000	\$0	\$8,000	\$0	\$8,000	
357480203086	2012	2013		1708	\$0	\$91,000	\$91,000	\$0	\$0	\$0	\$0	EX
357480203003	2011	2012		1708	\$9,000	\$0	\$9,000	\$0	\$9,000	\$0	\$9,000	
357480203086	2011	2012		1708	\$0	\$93,000	\$93,000	\$0	\$0	\$0	\$0	EX
357480203003	2010	2011		7337	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203086	2010	2011		7337	\$0	\$97,000	\$97,000	\$0	\$0	\$0	\$0	EX
357480203003	2009	2010		7337	\$10,000	\$99,000	\$109,000	\$99,000	\$10,000	\$99,000	\$109,000	
357480203003	2008	2009		7337	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2007	2008		7337	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2006	2007		7337	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2005	2006		7337	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2004	2005		7337	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2003	2004		7338	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2002	2003		7338	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2001	2002		7338	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	2000	2001		7338	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	1999	2000		7338	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	1998	1999		7338	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	
357480203003	1997	1998		7338	\$0	\$0	\$0	\$0	\$10,000	\$0	\$10,000	
357480203003	1996	1997		7338	\$0	\$0	\$0	\$0	\$10,000	\$0	\$10,000	
357480203003	1994	1995		7338	\$0	\$0	\$0	\$0	\$10,000	\$0	\$10,000	
357480203003	1992	1993		7338	\$0	\$0	\$0	\$0	\$2,800	\$0	\$2,800	
357480203003	1990	1991		7338	\$0	\$0	\$0	\$0	\$2,200	\$0	\$2,200	
357480203003	1988	1989		7338	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500	
357480203003	1986	1987		7338	\$0	\$0	\$0	\$0	\$1,500	\$0	\$1,500	
357480203003	1984	1985		7338	\$0	\$0	\$0	\$0	\$1,700	\$0	\$1,700	
357480203003	1982	1983		7338	\$0	\$0	\$0	\$0	\$1,400	\$0	\$1,400	

**SALES HISTORY**

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
<a href="#">1937309</a>	<a href="#">20030203002083</a>	12/13/2002	\$0.00	HOLMES GARRY/KING COUNTY EXECUTIVE SERVICES	DYER ELIZABETH	Other - See Affidavit	Other
795087	<a href="#">198410040328</a>	9/14/1984	\$0.00	KING-COUNTY GOVT	TAKE ME HOME INC	Warranty Deed	Foreclosure

**REVIEW HISTORY**

Tax Year	Review Number	Review Type	Appealed Value	Hearing Date	Settlement Value	Decision	Status
2010	R196399	Review - Assessment	\$0	1/1/1900	\$0		Completed

**PERMIT HISTORY**

Permit Number	Permit Description	Type	Issue Date	Permit Value	Permit Status	Issuing Jurisdiction	Reviewed Date
B06C0188	Construction of new lift station facilities w/temporary bypass of existing lift station. Removal & replacement of existing lift station w/new wet well/dry well combination.	Building, New	10/17/2007	\$116,400	Complete	KING COUNTY	4/21/2009

**HOME IMPROVEMENT EXEMPTION**

Updated: Sept. 7, 2011

[Quick answers](#) | [Property assessments](#) | [Taxpayer assistance](#) | [Online services](#) | [Reports data](#) | [Forms](#) | [News room](#) | [Contact us](#) | [About us](#) | [Site map](#)

---

[Home](#) | [Privacy](#) | [Accessibility](#) | [Terms of use](#) | [Search](#)

Links to external sites do not constitute endorsements by King County. By visiting this and other King County web pages, you expressly agree to be bound by terms and conditions of the site.

© 2012 King County

RESOLUTION R-4964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE NORTHSORE UTILITY DISTRICT AND GRANTING THE NORTHSORE UTILITY DISTRICT A PERMANENT FACILITIES EASEMENT.

WHEREAS, the City of Kirkland (City) recently purchased Tract B of Inglemoor Highlands according to the plat thereof recorded in Volume 104, pages 80-82, records of King County, Washington (Property); and

WHEREAS, the Northshore Utility District (District) operates a lift station within an existing easement from King County on the Property; and

WHEREAS, the District desires to acquire additional easements over the Property as needed in the future and the City is willing to grant such easements upon consideration received pursuant to an Interlocal Agreement; and

WHEREAS, the City and the District are authorized to enter into Interlocal Agreements pursuant to RCW Chapter 39.34;

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 of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement for Facilities Easements," and includes the grant of a permanent facilities easement to the District.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

## Interlocal Agreement for Facilities Easement

THIS AGREEMENT is made this \_\_\_\_\_ day of February, 2013, between the **NORTHSHORE UTILITY DISTRICT**, a municipal corporation in King County, Washington ("District") and the **CITY OF KIRKLAND**, a municipal corporation in King County, Washington ("City").

### RECITALS

(A). City owns certain real property in the Inglemoor neighborhood of City with a King County tax lot number of 3574802030 ("Property") and is legally described in King County records as:

Tract B Inglemoor Highlands According to the Plat Thereof  
Recorded in Volume 104, Pages 80-82 Inclusive, Records of King  
County, Washington.

(B). District operates a public water distribution system and a public sanitary sewer system for an area including a portion of City and all of Property.

(C). One of District's facilities (Lift Station 14) is located within an easement on Property under King County recording number 20061012000736 ("Existing Easement").

(D). District desires to acquire an additional easement within Property for the possible future development of its systems.

(E). City is willing to grant such additional easement to District under certain conditions.

### AGREEMENT

Now therefore, in consideration of the terms and conditions contained herein, the parties agree as follows:

- (1). District shall pay City Four Thousand dollars (\$4,000.00) within sixty days upon the execution of this Agreement.
- (2). With this Agreement, City grants District a blanket easement over all of Property for existing water and/or sewer facilities and for the construction and installation of any future water and/or sewer facilities. If District plans to install such facilities within Property, it shall notify City in writing identifying the size and location of necessary easements. City agrees to grant such requested easement so long as it does not interfere with any then existing use of Property by City or any planned use. The aforementioned blanket easement shall then be replaced by new easements of such necessary size and location, substantially in the form as shown in Exhibit "A", which is incorporated herein by this reference.
- (3). This Agreement shall have no effect on Existing Easement.
- (4). This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (5). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

(6). A copy of this Agreement shall be filed with the City Clerk and the King County Recorder's Office.

CITY OF KIRKLAND

NORTHSHORE UTILITY DISTRICT

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By Fanny Yee, its General Manager

STATE OF WASHINGTON )  
  )  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged that as the \_\_\_\_\_ of City of Kirkland to be the free and voluntary act of the City for the uses and purposes intended.

\_\_\_\_\_  
Signature  
Date Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
  )  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged that as the General Manager of Northshore Utility District to be the free and voluntary act of the district for the uses and purposes intended.

\_\_\_\_\_  
Signature  
Date Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

**SEWER AND/OR WATER EASEMENT**

THIS INSTRUMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and the City of Kirkland, ("Grantor"), and NORTSHORE UTILITY DISTRICT, a municipal corporation of King County, Washington, ("Grantee".)

1. For and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement for sewer and/or water lines with necessary appurtenances over, across, along, in, upon, under and through, the following described real property in King County, Washington, more particularly described as follows ("Real Property"):

King County tax lot number of 3574802030 and legally described as:  
Tract B Inglemoor Highlands According to the Plat Thereof Recorded in Volume 104, Pages 80-82 Inclusive, Records of King County, Washington.

2. This Easement consists of all that portion of Real Property described as follows ("Easement"):

3. Grantor does further convey and grant to Grantee a temporary construction easement for all purposes during the construction of said sewer and/or water lines with necessary appurtenances over, across, along, in, upon, under and thorough Real Property, together with the right of ingress to and egress from Real Property for the foregoing purposes. Said temporary construction easement to commence on the date of this instrument and to terminate at such time the sewer and/or water lines and appurtenances have been accepted for maintenance and operation by Grantee. The legal description of the temporary construction easement is as follows:

4. Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon Real Property for the purpose of installing, constructing, operation, maintaining, repairing, altering, making connections or reconstructing said sewer and/or water lines and appurtenances, without incurring any legal obligation or liability therefor; provided that if the area within Easement is disturbed by such installation, constructing, operating, maintaining, repairing, altering, making connections or reconstruction of said sewer lines and appurtenances, Grantee shall restore the same to a condition equal to or better than the condition prior to construction.

5. Grantor shall retain the right to use the surface of Easement, so long as such use does not interfere with the installation, construction, operation, maintenance, repair, alteration, connection to or reconstruction of said sewer and/or water lines and appurtenances. Grantor, Grantor's heirs, successors and assigns shall not place or have placed upon Easement used for such infrastructure obstructions such as a building(s)/structure(s) of a permanent nature, building/structure overhangs, rockeries, retaining walls, trees or shrubs.
6. Grantee shall indemnify, defend and hold harmless Grantor, Grantor's heirs, successors and assigns from any and all claims for injuries and/or damages suffered by any person which may be caused by exercise of the rights herein granted, provided, that Grantee shall not be responsible for any injuries and/or damages to any person caused by Grantor.
7. Easement and the covenants herein shall be equitable servitudes or covenants running with Real Property and shall be binding upon the successors, heirs, and assigns of both parties hereto.
8. Grantor warrants that Grantor has clear title to Real Property and Easement and warrants Grantee title to, and quiet enjoyment of, Easement conveyed herein.
9. If either party is required to bring legal action to enforce or enjoin the covenants and rights granted by the Easement, the prevailing party shall have the right to recover all attorney's fees, witness fees and expense associated with the legal pursuit of these rights, whether in mediation or arbitration, at trial and on appeal, and in any bankruptcy proceeding.

CITY OF KIRKLAND

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Print Title: \_\_\_\_\_

STATE OF WASHINGTON     )  
   )  
 COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged that as the \_\_\_\_\_ of City of Kirkland to be the free and voluntary act of the City for the uses and purposes intended.

\_\_\_\_\_  
 Signature  
 Date Signed: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public in and for the State of Washington  
 Commission Expires: \_\_\_\_\_