

RESOLUTION R-5072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING FROM KIRKLAND GATEWAY PROJECT LLC THE DONATION OF THE SCULPTURE ENTITLED "PATINATION" BY ARTIST JULIE SPEIDEL.

WHEREAS, the Kirkland Gateway Project, LLC, desires to donate the sculpture entitled "Patination" to the citizens of Kirkland for the enjoyment of all; and

WHEREAS, the City Council desires to accept said sculpture on behalf of the City of Kirkland; and

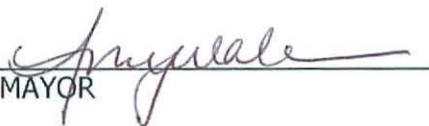
WHEREAS, said sculpture is located at the Kirkland Way right-of-way, adjacent to the Kirkland Gateway Building, located at 11250 Kirkland Way, Kirkland, Washington;

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 an agreement substantially similar to the Agreement attached hereto as Exhibit A, providing for the acceptance by the City of Kirkland of the sculpture entitled "Patination" by artist Julie Speidel as a donation from Kirkland Gateway Project, LLC.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of October, 2014.

Signed in authentication thereof this 7th day of October, 2014.


MAYOR

Attest:


City Clerk

SCULPTURE DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the ____ day of _____, 2014, by and between Kirkland Gateway Project, LLC ("Gateway") and the City of Kirkland ("City").

Whereas, Gateway desires to make a sculpture donation to the City based on certain conditions contained in this Agreement; and

Whereas, the City desires to accept the sculpture donation from Gateway and comply with the conditions contained herein;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Sculpture. Gateway owns an original sculpture known as "Patination" (the "Sculpture"). The Sculpture is a three part bronze sculpture that is depicted in Exhibit A, which is incorporated into this Agreement.
2. Gateway has provided Kirkland a copy of an appraisal report which values the Sculpture at \$120,000.
3. Location. The Sculpture is currently located in the Kirkland Way right of way, adjacent to the Kirkland Gateway Building, located at 11250 Kirkland Way, Kirkland, Washington.
4. Purchase and Sale. Gateway agrees to donate, and the City agrees to accept Gateway's donation, under the terms and conditions of this Agreement. Gateway and the City agree that the City shall become the owner of the Sculpture upon full execution of this Agreement and Gateway hereby transfers title to the Sculpture to the City. Gateway transfers the Sculpture to the City on an "as-is" basis.
5. Maintenance. Kirkland shall treat the Sculpture as a work of art and maintain it and in substantially the same or better condition than its current condition.
6. Identification. The Sculpture may be tastefully and appropriately labeled and identified as mutually agreed upon by the parties. The City shall bear the cost of such labeling and identification.
7. Relocation. The parties agree that the Sculpture must remain at its present location for a period of six years from the date of this Agreement.
8. Indemnification. Gateway and the City anticipate that members of the public viewing the Sculpture shall be subject to the provisions of RCW 4.24.200 and 4.24.210. In addition, the City shall indemnify, defend and save harmless Gateway from any claim filed against Gateway alleging damage or injury arising out of the display of the

Sculpture; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of Gateway.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement.

KIRKLAND GATEWAY PROJECT LLC

By: _____
Its: _____
Date: _____

CITY OF KIRKLAND

By: _____
Its: _____
Date: _____

R-5072
Exhibit A

