

ORDINANCE NO. 2440

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING AND APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY ADJACENT TO HOUGHTON BEACH PARK ALONG THE WATERFRONT OF LAKE WASHINGTON WITHIN THE CITY OF KIRKLAND.

WHEREAS, it is the policy of the City of Kirkland to seek to acquire when possible and reasonable additional Lake Washington waterfront property for the use and benefit of the general public of the City of Kirkland, and

WHEREAS, a proposal has been presented to the City Council for purchase of the hereinafter described waterfront real property by the City, and

WHEREAS, the City Council finds that it is within the public interest to acquire said property on the terms and conditions presented,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Kirkland as follows:

Section 1. Pursuant to the terms and conditions of that Earnest Money Receipt and Agreement and its exhibits A and B dated December 18, 1978, a copy of which is attached hereto and by this reference is fully incorporated herein, the City Manager and the Director of Administration and Finance are hereby authorized and directed to sign on behalf of the City of Kirkland all documents necessary to properly effect the transfer to the City of Kirkland a fee simple interest in the property described in Section 2 hereof.

Section 2. The real property to be acquired by the City of Kirkland is situate in Kirkland, King County, Washington, and described as:

"That portion of shorelands of the second class adjoining the south 165 feet of Government Lot 4 in Section 8, Township 25 North, Range 5, E.W.M., in King County, Washington, lying westerly of the westerly line of East Lake Washington Boulevard."

Section 3. The debt obligation of the City of Kirkland hereby created shall be a general obligation debt of the City of Kirkland of the nature and within the limits authorized to be created by the City Council.

Section 4. All actions heretofore taken by the City Manager, the Director of Administration and Finance, and the Director of Parks and Recreation in regard to the negotiation acquisition of said real property are hereby ratified and confirmed.

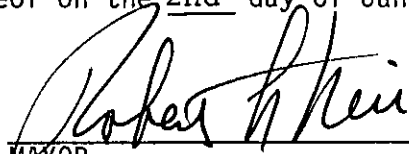
Section 5. The Director of Administration and Finance is hereby authorized to draw warrants for payment of the down payment as required by the referenced Earnest Money Receipt and Agreement, and for normal purchaser's cost in connection with said acquisition.

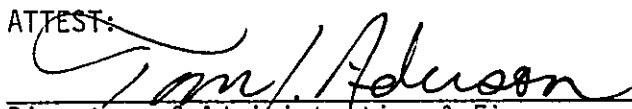
Section 6. The Mayor and Director of Administration and Finance are hereby authorized to sign on behalf of the City of Kirkland a series of City of Kirkland installment promissory notes containing conditions and terms of payments substantially identical with those set forth hereinabove by reference in Section 1, with the unpaid balance owing on each said note to carry an interest rate of six (6%) percent per annum and to deliver said promissory notes upon delivery to the City of a good and sufficient warranty deed conveying fee title of said property to the City, together with an owner's standard policy of title insurance.

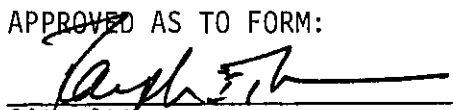
Section 7. This ordinance shall be in force and take effect five (5) days from and after its passage by the Council and publication as required by law.

PASSED by the City Council at regular meeting on the 2nd day of January, 1979.

SIGNED IN AUTHENTICATION thereof on the 2nd day of January, 1979.


MAYOR

ATTEST:

Director of Administration & Finance
(ex officio City Clerk)

APPROVED AS TO FORM:

City Attorney

Ord. 2440

"EXHIBIT B"



SECURITY TITLE INSURANCE COMPANY OF WASHINGTON

1108 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 3-0870

Seattle Real Estate Board Form - 1962

EARNEST MONEY RECEIPT AND AGREEMENT

(Non-residential Form)

Kirkland, Washington, December 14, 1978

RECEIVED FROM THE CITY OF KIRKLAND, a Municipal Corporation,

Hereinafter called "Purchaser"

in the form of check for \$ _____ Cash for \$ 175 Note for \$ _____ Dollars One dollar

in full payment of the purchase price of the following described real estate in the City of Kirkland County of King Washington, commonly known as 6001 Lake Washington Boulevard

(The parties hereto hereby authorize agent to insert over their signatures the correct legal description of the above designated property if unavailable at time of signing, or to correct the legal description entered if erroneous or incomplete.)

Portion of Shorelands of the second class adjoining the south 165 feet of Government Lot 4 in Section 8, Township 25 North, Range 5 East of the W.M., lying westerly of the westerly line of Lake Washington Boulevard, together with that portion of the south 165 feet of Government Lot 4, said Section, Township and Range lying westerly of the westerly line of Lake Washington Boulevard.

TOTAL PURCHASE PRICE IS THREE HUNDRED FIFTEEN THOUSAND AND NO/100 315,000.00

payable as follows: See Exhibit "A" attached.

1. Title of seller is to be free of encumbrances, or defects, except: NONE

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects. Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.

2. Seller agrees to furnish and deliver to office of closing agent as soon as procurable a standard form purchaser's policy of title insurance or report preliminary thereto issued by Security Title Insurance Company of Washington, and seller authorizes agent to apply at once for such title insurance. The title policy to be issued shall contain no exceptions other than those provided for in said standard form plus encumbrances or defects noted in paragraph 1 above. Delivery of such policy or title report to closing agent named herein shall constitute delivery to purchaser. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth in Paragraph 8 hereof, earnest money shall be refunded and all rights of purchase terminated. Provided that purchaser may waive defects and elect to purchase. If title is so insurable and purchaser fails or refuses to complete purchase, the earnest money shall be forfeited as liquidated damages unless seller elects to enforce this agreement. The agent shall not be responsible for delivery of title.

3. If financing is required purchaser agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing.

4. (a) If this agreement is for conveyance of fee title, title shall be conveyed by Statutory Warranty deed free of encumbrances or defects except those noted in Paragraph 1.

(b) If this agreement is for sale on real estate contract seller and purchaser agree to execute a Real Estate Contract for the balance of the purchase price on Real Estate Contract Form A-19-1 currently distributed by title insurance companies. The terms of said form are herein incorporated by reference. Said contract shall provide that title be conveyed by Warranty Deed. If said property is subject to an existing contract or mortgage or deed of trust which seller is to continue to pay, seller agrees to pay said contract or mortgage or deed of trust in accordance with its terms, and upon default purchaser shall have right to make any payments necessary to remove the default, and any payments made shall be applied to the payments next falling due on the contract between seller and purchaser herein.

(c) If this agreement is for sale and transfer of vendor's interest under existing real estate contract, the transfer shall be by proper purchaser's assignment of contract and deed sufficient in form to convey after acquired title.

5. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be paid as of December 30, 1978

6. Purchaser shall be entitled to possession on closing before Jan 5, 1979

7. Purchaser offers to purchase the property in its present condition, on the terms noted. This offer is made subject to approval of the seller by midnight of _____ In consideration of agent submitting this offer to seller, purchaser agrees with the agent not to withdraw this offer during said period, or until earlier than then offered by seller. Purchaser agrees that written notice of acceptance given to agent by seller shall be notice to purchaser. If seller does not accept this agreement within the time specified, the agent shall refund the earnest money upon demand.

8. The sale shall be closed in the office of Ostrander, Van Eaton, Thomas & Ferrell, attys. for City of Kirkland/10 days preliminary thereto is delivered showing title insurable, as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than 120 days from date of this Agreement, which shall be the termination date. The purchaser and seller will, on demand, deposit in escrow with the closing agent, all instruments and monies necessary to complete the purchase in accordance with this agreement, the cost of which shall be paid one-half each by seller and purchaser.

9. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

Agent: _____ Purchaser: Allen B. Burke City Manager

Purchaser's Address: _____ Phone: _____

The undersigned hereby on this _____ day of _____, 1978, hereby accepts and approves the above agreement and agrees to carry out all of the terms thereof and further agrees to pay a commission of _____ Dollars (\$ _____) to the above agent for services. In the event earnest money is forfeited, it shall be apportioned to seller and agent equally, provided the amount to agent does not exceed the agreed commission. I further acknowledge receipt of a true copy of this agreement, signed by both parties.

Address: Village Municipal of Washington D.C. by Glen Davis

A true copy of the foregoing agreement, signed by the seller, is hereby received on this 14 day of December 1978 by Allen B. Burke

EXHIBIT "A"

TO EARNEST MONEY RECEIPT AND AGREEMENT

Dated December 16, 1978

Between the City of Kirkland, as purchaser and
Village Universal of Washington, Inc., as seller

The total purchase price is Three Hundred Fifteen Thousand Dollars (\$315,000.00) of which \$175,000 (including above received for earnest money) shall be paid in cash at time of closing. The balance of \$140,000 to be paid by delivery to seller of a general obligation installment note or series of notes to be issued on the general credit of the City of Kirkland. Said note or series of notes shall provide for payment thereof including ^{PLUS} interest on unpaid balances at the rate of six (6%) percent per annum in ^{monthly} ~~periodic~~ installment payments, established so that there will be sixty (60) equal monthly principal payments of \$1,166.67 each, together with an additional principal payment of \$70,000 which additional principal payment shall be payable as of the end of the eighteenth (18th) month following the date of passage of the ordinance of the City of Kirkland authorizing the issuance of said note or notes. The number of individual notes within the series of notes together with the amount of and dates for payment of each such installment note shall be as provided in said ordinances.

175,000
E.S. 02
A.S. 02
A.S. 02

*VOW Inc
by G. G. [unclear]
City of Kirkland
A.S.*