

RESOLUTION R-5601

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL PROPERTY PURCHASE AND SALE AGREEMENT TO ACQUIRE PROPERTY FOR PARK PURPOSES; TO AUTHORIZE THE USE OF PARK IMPACT FEES; AND TO AUTHORIZE AN INTERFUND LOAN TO FINANCE THE ACQUISITION OF THE REAL PROPERTY.

1           WHEREAS, the City was approached about acquiring a 0.421-  
2 acre property near the Cross Kirkland Corridor at 212 6th Street South  
3 which is largely undeveloped and contains a stream running through it;  
4 and  
5

6           WHEREAS, the 2014 Cross Kirkland Corridor Master Plan  
7 contemplates acquisition of land in this area as outlined in the Character  
8 Zone Scrapbook 6.4 Everest Edge to support the "naturalistic stretch of  
9 the trail" in a manner that "adds interest, but not overactivation", as well  
10 as using this parcel as part of a "Daylighted Everest Creek crossing and  
11 connection to Everest Park"; and  
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13           WHEREAS, this property presents the City with a unique  
14 opportunity to preserve this pocket of open space along the Cross  
15 Kirkland Corridor; and  
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17           WHEREAS, the City was able to purchase the parcel for less  
18 than the listed value by agreeing to use the parcel to create the Fisk  
19 Family Park; and  
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21           WHEREAS, the City Council has determined acquisition of this  
22 property is in the best interest of the City and its community members;  
23 and  
24

25           WHEREAS, the City desires to utilize \$200,000 in Park Impact  
26 fees from the Neighborhood Park Land Acquisition Project (PKC 13330)  
27 to partially fund this acquisition; and  
28

29           WHEREAS, the City wishes to pay the remainder of the  
30 acquisition price via interfund loan, which shall be repaid by the General  
31 Capital Fund (310) within 3 years.  
32

33           NOW, THEREFORE, be it resolved by the City Council of the  
34 City of Kirkland as follows:  
35

36           Section 1. The City Manager is hereby authorized and directed  
37 to execute on behalf of the City of Kirkland and Real Property Purchase  
38 and Sale Agreement for the Property, substantially similar to the  
39 agreement attached to this Resolution as Exhibit "A."  
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41           Section 2. The City Council hereby authorizes the use of  
42 \$200,000 in park impact fees to fund acquisition of this property for parks  
43 purposes.

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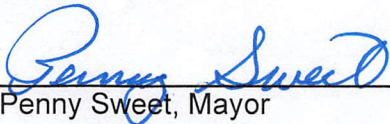
Section 3. A loan in an amount not to exceed \$600,000 is hereby authorized from the Surface Water Management Utility (421) to the General Capital Fund (310); this amount shall fund the remainder of the acquisition. The loan shall be repaid by the General Capital Fund (310) within 3 years. Interest shall be paid in the amount of 2.72 percent per annum.

Section 4. The Director of Finance and Administration is authorized to advance funds from the 421 fund to the 310 fund. The Director of Finance and Administration is authorized and directed to repay sums advanced from monies received by the 310 fund, plus interest, as required.

Section 5. The City Manager is directed to pursue external funding and partnerships to repay the interfund loan authorized in Section 3.

Passed by majority vote of the Kirkland City Council in open meeting this 5<sup>th</sup> day of September, 2023.

Signed in authentication thereof this 5<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

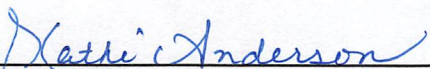
  
\_\_\_\_\_  
Kathi Anderson, City Clerk

Exhibit A

Form 25  
Vacant Land PSA  
Rev. 7/23  
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT  
Specific Terms

©Copyright 2023  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

- 1. Date: August 15, 2023      MLS No.: 2068460      Offer Expiration Date: \_\_\_\_\_
- 2. Buyer: City of Kirkland  
Buyer      Buyer      Status
- 3. Seller: Estate of James G Fisk  
Seller      Seller
- 4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 0825059182  
212      6th Street S      Kirkland      King      WA      98033  
Address      City      County      State      Zip
- 5. Purchase Price: \$ 800,000.00      Eight Hundred Thousand      U.S. Dollars
- 6. Earnest Money: \$ 40,000.00      U.S. Dollars;      Delivery Date 2      days after mutual acceptance  
To be held by  Buyer Brokerage Firm;  Closing Agent;  In the form of a Promissory Note (included as an Addendum)
- 7. Default: (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- 8. Title Insurance Company: CW Title
- 9. Closing Agent: CW Escrow      Cyndi Remming  
Company      Individual (optional)
- 10. Closing Date: 9/21/2023      Possession Date:  on Closing;  Other \_\_\_\_\_
- 11. Services of Closing Agent for Payment of Utilities:  Requested (attach NWMLS Form 22K);  Waived
- 12. Charges/Assessments Levied Before but Due After Closing:  assumed by Buyer;  prepaid in full by Seller at Closing
- 13. Seller Citizenship (FIRPTA): Seller  is;  is not a foreign person for purposes of U.S. income taxation
- 14. Subdivision: The Property:  must be subdivided before \_\_\_\_\_;  is not required to be subdivided
- 15. Feasibility Contingency:  Expires \_\_\_\_\_ days after mutual acceptance;  Satisfied/Waived
- 16. Information Verification Period:  Expires \_\_\_\_\_ days after mutual acceptance;  Satisfied/Waived
- 17. Agency Disclosure: Buyer represented by:  Buyer Broker;  Buyer/Listing Broker (dual agent);  unrepresented  
Seller represented by:  Listing Broker;  Listing/Buyer Broker (dual agent);  unrepresented
- 18. Buyer Brokerage Firm Compensation: \_\_\_\_\_;  Pay as Offered or  Other - See Addendum  
\$ or %      Amount Offered in Listing
- 19. Addenda: 22D(Optional Clauses)      34(Addendum)      22K(Utilities)      31(Earnest Money Note)

22T(Title Contingency)

Authentic(s)  
City of Kirkland      08/17/23  
Buyer Signature      Date  
Buyer Signature      Date  
Buyer Address  
City, State, Zip  
Buyer Phone No.      Fax No.  
Buyer E-mail Address  
Buyer Brokerage Firm      MLS Office No.  
Buyer Broker (Print)      MLS LAG No.  
Firm Phone No.      Broker Phone No.      Firm Fax No.  
Firm Document E-mail Address  
Buyer Broker E-mail Address  
Buyer Broker DOL License No.      Firm DOL License No.

*AS CO-PERSONAL REPRESENTATIVE OF FINE ESTATE OF JAMES G. FISK*  
[Signature]      08-17-2023  
Seller Signature      Date  
[Signature]      8-17-23  
Seller Signature      Date  
Seller Address  
City, State, Zip  
Seller Phone No.      Fax No.  
Seller E-mail Address  
Windermere Real Estate/East      6393  
Listing Brokerage Firm      MLS Office No.  
Craig Gaudry      70041  
Listing Broker (Print)      MLS LAG No.  
(425) 822-5100      (425) 576-5555      (425) 827-3400  
Firm Phone No.      Broker Phone No.      Firm Fax No.  
yarrowbay@windermere.com  
Firm Document E-mail Address  
craig@gaudry.com  
Listing Broker E-mail Address  
21921      2115  
Listing Broker DOL License No.      Firm DOL License No.

VACANT LAND PURCHASE AND SALE AGREEMENT  
General Terms

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior

COK 08/17/23  
Buyer's Initials Date

\_\_\_\_\_  
Buyer's Initials Date

Dh 08-17-23 PO 8-17-23  
Seller's Initials Date Seller's Initials Date

AS CO-REPRESENTATIVE OF THE ESTATE OF  
JAMES G. FISK

**VACANT LAND PURCHASE AND SALE AGREEMENT**  
General Terms

to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

**e. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

**f. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

**h. Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

**i. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

**COK** 08/17/23 \_\_\_\_\_ 8/17/23  
Buyer's Initials Date Buyer's Initials Date  
Seller's Initials Date Seller's Initials Date  
AS CO-REPAIR PERSONAL  
ESTATE OF JAMES E. FISK



**VACANT LAND PURCHASE AND SALE AGREEMENT**  
General Terms

- j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.  
Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
  - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
  - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

*CKR*

08/17/23

Buyer's Initials

Date

Buyer's Initials

Date

*DL*

08-17-2023 PD

Seller's Initials

Date

Seller's Initials

Date

8-17-23

AS CO-PERSONAL REPRESENTATIVES OF  
THE ESTATE OF JAMES G. FISK

Form 25  
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- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- t. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 18, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- v. **Feasibility Contingency.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to

COK

08/17/23

Buyer's Initials

Date

Buyer's Initials

Date

DL 08-17-2023 PD

8-17-23

Seller's Initials

Date

Seller's Initials

Date

AS CO - PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES G. FISK

Form 25  
Vacant Land PSA  
Rev. 7/23  
Page 6 of 6

**VACANT LAND PURCHASE AND SALE AGREEMENT**  
General Terms

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- Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term v. 217  
218
- w. **Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 219  
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- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 224  
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- y. **Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 244  
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COK

08/17/23

Buyer's Initials

Date

Buyer's Initials

Date

DL 08-17-2023 PD 8-17-23  
 AS CO-REPRESENTATIVES OF THE ESTATE  
 OF JAMES G. FISK

Seller's Initials

Date

Seller's Initials

Date



Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 15, 2023 1  
between City of Kirkland ("Buyer") 2  
Buyer Buyer  
and Estate of James G Fisk ("Seller") 3  
Seller Seller  
concerning 212 6th Street S Kirkland WA 98033 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

This offer is contingent upon the review and approval by the City Council on September 5th, 2023. 6

In the event that the City of Kirkland decides to develop the property into a city park and/or gateway park, the park shall be named Fisk Family Park. 7  
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Promissory Note shall only be due if this purchase and sale agreement is approved by the City Council on September 5th, 2023. 10  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

COK 08/17/23  
Buyer's Initials Date Buyer's Initials Date

[Signature] 08-17-2023 PD 8-17-23  
Seller's Initials Date Seller's Initials Date  
AS CO-PERSONAL REPRESENTATIVE OF THE  
ESTATE OF JAMES G. FISK

*AS CO-PERSONAL REPRESENTATIVE  
OR THE ESTATE OF JAMES G. FISK*  
8-17-23 XPD 8-17-23

Form 31  
Earnest Money Promissory Note  
Rev. 3/21  
Page 1 of 1

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Northwest Multiple Listing Service  
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**EARNEST MONEY PROMISSORY NOTE**

\$ 40,000.00 Kirkland, Washington 1

FOR VALUE RECEIVED, City of Kirkland 2  
Buyer

\_\_\_\_\_  
Buyer ("Buyer") 3

agree(s) to pay to the order of CW Title & Escrow (Buyer Brokerage Firm or Closing Agent) 4

the sum of Forty Thousand Dollars 5

(\$ \_\_\_\_\_), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

\* September 8th, 2023 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9  
Sale Agreement between the Buyer and Estate of James G. Fisk 10  
Seller

\_\_\_\_\_  
Seller ("Seller") 11

dated August 15, 2023. Buyer's failure to pay the Earnest Money 12  
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14  
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15  
court and collection costs. 16

Date: \_\_\_\_\_ 17

BUYER City of Kirkland 08/17/23 18

BUYER \_\_\_\_\_ 19

\* "On closing" or similar language is not recommended. Use a definite date.

**TITLE CONTINGENCY ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 15, 2023 1  
between City of Kirkland ("Buyer") 2  
Buyer Buyer  
and Estate of James G. Fisk ("Seller") 3  
Seller Seller  
concerning 212 6th St S Kirkland WA 98033 (the "Property"). 4  
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 days (5 days if not filled in) from  the date of Buyer's receipt of the preliminary commitment for title insurance; or  mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. The preliminary commitment delivered for review under this contingency need not identify Buyer as the insured.  
Seller shall have \_\_\_\_\_ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all disapproved exceptions.  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, then the above time periods and procedures for notice, correction, and termination for those new exceptions shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as necessary to accommodate the foregoing times for notices.
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing as provided for in the Agreement.

COK

08/17/23

Buyer's Initials

Date

Buyer's Initials

Date

JD 08-17-2023 PD 8-17-23  
Seller's Initials Date Seller's Initials Date

AS CO-PERSONAL REPRESENTATIVES OF THE  
ESTATE OF JAMES G. FISK

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 15, 2023 1  
between City of Kirkland ("Buyer") 2  
Buyer Buyer  
and Estate of James G. Fisk ("Seller") 3  
Seller Seller  
concerning 212 6th Street S Kirkland WA 98033 (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

- 1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-9
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
  - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
  - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
- 3.  **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
- 4.  **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
- 5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
  - public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 29
  - irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone;  electricity; 30
  - cable (specify provider) \_\_\_\_\_;  internet (specify provider) \_\_\_\_\_; 31
  - other \_\_\_\_\_ 32
- 6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35
  - WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 36
  - CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 37
  - OTHER INSULATION DATA: \_\_\_\_\_ 38

**COK**

08/17/23

Buyer's Initials

Date

Buyer's Initials

Date

**D** 08-17-2023

Seller's Initials

Date

**PD**

8-17-23

Seller's Initials

Date

As CO-PERSONAL REPRESENTATIVE OF  
THE ESTATE OF JAMES G. FISK

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**  
*Continued*

- 7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale:  propane tank;  security system;  satellite dish and operating equipment;  other \_\_\_\_\_  
 Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
  - a. Association rules and regulations, including, but not limited to architectural guidelines;
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
  - c. Association meeting minutes from the prior two (2) years;
  - d. Association Board of Directors meeting minutes from the prior six (6) months; and
  - e. Association financial statements from the prior two (2) years and current operating budget.
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 9.  **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by  Buyer;  Seller (Seller if not filled in).
- 10.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): \_\_\_\_\_
- 11.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
  - a. Home warranty provider: \_\_\_\_\_
  - b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
  - c. Options to be included: \_\_\_\_\_ (none, if not filled in).
  - d. Other: \_\_\_\_\_
- 12.  **Other.**

COK

08/17/23

Buyer's Initials

Date

Buyer's Initials

Date

08-17-2023 PD 8-17-23  
Seller's Initials Date Seller's Initials Date

AS CO-PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES G. FLISK

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Form 22K  
Identification of Utilities Addendum  
Rev. 3/21  
Page 1 of 1

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**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 15<sup>th</sup> 2023 1  
between City of Kirkland ("Buyer") 2  
and Estate of James G. Fisk ("Seller") 3  
concerning 212 6th St S Kirkland WA 98033 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5  
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6  
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: Kirkland  
Name e-mail or website (optional) 8  
Address 9

SEWER DISTRICT: Kirkland  
Name e-mail or website (optional) 11  
Address 12

IRRIGATION DISTRICT:  
Name e-mail or website (optional) 14  
Address 15

GARBAGE: Waste Management/City of Kirkland  
Name e-mail or website (optional) 17  
Address 18

ELECTRICITY: PSE  
Name e-mail or website (optional) 20  
Address 21

GAS: PSE  
Name e-mail or website (optional) 23  
Address 24

SPECIAL DISTRICT(S):  
Name e-mail or website (optional) 25  
Address 26

(local improvement districts or utility local improvement districts)  
Name e-mail or website (optional) 27  
Address 28

City, State, Zip Fax No. (optional) 29

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29  
within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30  
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31  
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32  
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34  
(including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or 35  
to insure payment of, Seller's utility charges. 36

COK 08/17/23 DL 08/18/2023 PD 5-18-23  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

CORETGF



**AGENCY DISCLOSURE**

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1  
2  
3

This form is for use when the transaction forms do not otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: Seller, 5

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY" 6  
7

Seller Ronald Chanson 08-17-2023 8  
Signature Date

Seller Pamela Dulany 8-17-23 9  
Signature Date

AS-CO-PERSONAL REPRESENTATIVE OF THE STATE OF 10  
JAMES G. FISHER ESR  
Signature Date  
11

BROKER Craig Gaudry 12  
Print/Type

BROKER'S SIGNATURE Craig Gaudry 13

FIRM NAME AS LICENSED Windermere Real Estate/East, Inc. 14  
Print/Type

FIRM'S ASSUMED NAME (if applicable) \_\_\_\_\_ 15  
Print/Type