

RESOLUTION R-5721

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, AND AUTHORIZING THE USE OF PARK IMPACT FEES AND GENERAL FUND MONIES TO FINANCE THE ACQUISITION.

1 WHEREAS, the City of Kirkland seeks to acquire the property addressed as 10633  
2 132nd Ave NE, which is a 0.61 acre parcel ("Property") abutting Mark Twain Park currently  
3 vacant except for a cell tower operated by Verizon Wireless under a lease agreement; and  
4

5 WHEREAS, the Property presents the City with a unique opportunity to expand and  
6 improve Mark Twain Park and receive lease revenues from Verizon Wireless; and  
7

8 WHEREAS, the City Council has determined that acquisition of the Property is in the  
9 best interest of the City and its community members; and  
10

11 WHEREAS, the City desires to utilize Park Impact Fees and General Fund monies from  
12 the Neighborhood Park Land Acquisition Project (PKC 1333000) to fund this acquisition; and  
13

14 WHEREAS, the City is able to purchase the Property at appraised value, as staff has  
15 negotiated a proposed purchase and sale agreement for acquisition of the Property for the  
16 total amount of \$2,540,000 (two million five hundred forty thousand dollars) under threat of  
17 condemnation; and  
18

19 WHEREAS, staff has negotiated that Verizon Wireless release its right of first refusal  
20 on the Property under threat of condemnation.  
21

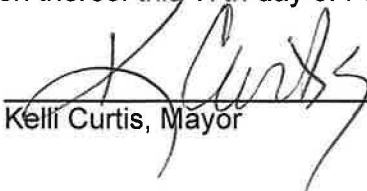
22 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:  
23

24 Section 1. The City Manager is hereby authorized and directed to execute on behalf  
25 of the City of Kirkland a Real Property Purchase and Sale Agreement for the Property  
26 substantially similar to that attached to this resolution as Exhibit A.  
27


28 Section 2. The City Council hereby authorizes the use of \$2,540,000 in combined Park  
29 Impact Fees and General Fund monies from the Neighborhood Park Land Acquisition Project  
30 PKC 13330 to fund this acquisition.  
31

32 Passed by majority vote of the Kirkland City Council in open meeting this 17th day of  
33 February, 2026.  
34

35 Signed in authentication thereof this 17th day of February, 2026.

  
\_\_\_\_\_  
Kelli Curtis, Mayor

Attest:

  
\_\_\_\_\_  
Anastasiya Warhol, City Clerk

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between the City of Kirkland, a municipal corporation of the State of Washington, ("Buyer" or "the City") and Timothy and Nancy Lamas ("Seller").

For and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase of Real Property. Seller and Buyer hereby agree to the purchase and sale of the real property located at 10633 132nd AVE NE, Kirkland, WA 98033, King County tax parcel number 3326059055, and legally described as:

EAST 192 FEET OF THE NORTH HALF OF THE NORTHEAST  
QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 5  
EAST, W.M. IN KING COUNTY WASHINGTON; LESS THE NORTH  
180 FEET; AND LESS COUNTY ROADS

("Property"), together with all of Seller's right, title, and interest in all structures, fixtures, buildings, and improvements situated on the Property.

2. Purchase Price and Covenant: Payment. The Purchase Price for the Property shall be Two Million Five Hundred Forty Thousand and 00/100 Dollars (\$2,540,000.00). Buyer shall deposit the Purchase Price with the Escrow Holder at or before Closing, as described below.
3. Escrow Holder. Promptly following the execution of this Agreement, Buyer shall open an escrow with Chicago Title Insurance Company in Bellevue, WA (the "Escrow Holder"). A copy of this Agreement shall be provided to the Escrow Holder to advise the Escrow Holder of the terms and conditions hereof. Escrow Holder shall conduct the Closing pursuant to escrow instructions of the Parties which shall be consistent herewith.
4. Feasibility Contingency and Access. Buyer agrees to waive any feasibility contingency.

Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soil conditions, sensitive areas, wetlands or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security and confidentiality. Buyer shall not perform any invasive testing, including environmental inspections beyond a Phase I assessment, without obtaining Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for the purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the

Property by Buyer and its agents. This Agreement to indemnify and defend Seller shall survive closing.

5. Title Policy and Condition of Title. Seller authorizes Buyer, its Lender, Listing Agent, Selling Licensee and Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Chicago Title Insurance Company. Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within fifteen (15) days after mutual acceptance of this Agreement. This Agreement shall terminate unless within ten (10) days of Buyer's notice of such objections: (1) Seller agrees to remove all objectionable provisions; or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided that the lien securing any financing which Buyer has agreed to assume shall be a permitted exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of any real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such policies, the Covenant and the Permitted Exceptions.
6. Condemnation/Eminent Domain status Disclosure. The Property has been identified as necessary for providing access and parking off 132nd Ave NE to Mark Twain Neighborhood Park. Buyer has authority to acquire the Property by eminent domain if a voluntary sale does not occur. Both Parties are entering this agreement to avoid litigation.
7. Closing. This sale shall be closed on or before \_\_\_\_\_, 2026 ("Closing"), by Chicago Title Insurance Company, Bellevue, WA ("Closing Agent"). Buyer and Seller shall deposit with Closing Agent by noon on the scheduled closing date all instruments and monies required to complete the purchase in accordance with this Agreement. Closing shall be deemed to have occurred when the deed is recorded, and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided that the same are consistent with this Agreement. Buyer is entitled to possession on Closing.
8. Closing Costs. Seller shall deliver any information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for closing. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable endorsements requested by Buyer and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Real estate excise taxes, if any, shall be paid by Seller. Real and personal

property taxes and assessments payable in the year of Closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay to Seller at closing an additional sum equal to any utility deposits for which Buyer receives the benefit after closing. Buyer shall pay all sales or use tax applicable to the transfer of personal property included in the sale. Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property.

9. Post-Closing Adjustments, Collections and Payments. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based on estimates. Any bills or invoices received by Buyer after Closing shall be paid by Seller upon presentation of such bill or invoice.
10. Assurance. Seller shall not enter into any lease, trust deed, mortgage, restriction, encumbrance, lien, license, or other instrument or agreement affecting the Property without the prior written consent of Buyer from and after the date of this Agreement. Seller warrants as follows:

That Seller is the sole legal owner of the fee simple interest in the Property and is not holding title as a nominee for any other person or entity; that no labor, materials, or services have been furnished in, on or about the property or any part thereof as a result of which any mechanics', laborers', or materialpersons' liens or claims might arise.

11. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof:
  - a. Seller is authorized to enter into the Agreement, to sell the Property and to perform its obligations under this Agreement;
  - b. The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement, if any, comprise all material documents in Seller's possession or control regarding the operation and condition of the Property;
  - c. Seller has not received any written notices that the Property or the tenancy conducted thereon violate any applicable laws, regulations, codes or ordinances;
  - d. Seller has all certificates of occupancy, permits and/or other governmental consents necessary to own and operate the Property for its current use;
  - e. There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing;
  - f. There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district;
  - g. Seller has paid (except to the extent prorated at closing) all local state and federal taxes (other than real and personal property taxes and assessments described above), if any, attributable to the period prior to Closing which, if not paid, could constitute a lien on the Property (including any personal property), or for which Buyer may be held liable after Closing;

- h. Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing prior to executing this Agreement;
  - i. There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used in this Agreement, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products and asbestos.
- 12. Condition of Property As-Is. Except for those representations and warranties specifically included in this Agreement; (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof and the improvements, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness of a particular purpose, tenantability, habitability and use; (c) Buyer otherwise takes the Property "As Is"; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 13. Casualty. Seller bears the risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and Seller will not be entitled to remedies if the improvements are destroyed or materially damaged by casualty before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$15,000 or five percent of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with Closing in which case at Closing Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
- 14. FIRPTA-Tax Withholding at Closing. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification.
- 15. Conveyance. Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions and the Covenant.
- 16. Agency Disclosure. Neither Seller nor Buyer is represented by a real estate broker/agent and no real estate broker/agent commission is due.
- 17. Assignment. Buyer may not assign this Agreement to any other party.

18. Remedies. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then Seller may terminate this Agreement and shall not be entitled to remedies. In the event Seller fails, without legal excuse, to complete the sale of the Property, then, as Buyer's sole remedy, Buyer may either (a) terminate this Agreement; or (b) bring suit to specifically enforce this Agreement and recover incidental damages provided Buyer must file suit within 60 days of the scheduled date of Closing or any earlier date Seller has informed Buyer in writing that Seller will not proceed with Closing.
19. Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within three (3) days of Seller's written request, copies of all materials received from Seller and any non-privileged plans, studies, reports inspections, appraisals, surveys, drawings, permits application or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
20. Tenancy. Seller shall assign its lease with Seattle SMSA Limited Partnership, d/b/a Verizon Wireless, to Buyer at Closing.
21. Binding. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of them. This Agreement and any addenda, attachments, and exhibits to it state the entire understanding of the Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements that modify or affect this Agreement.
22. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. Electronic delivery of documents (such as fax or email) shall be legally sufficient to bind the party the same as delivery of an original.
23. Should this Agreement be attached as an addendum to a NWMLS Form 21 document (Residential Real Estate Purchase & Sale Agreement) signed by the parties, the terms of this Agreement shall govern over any conflicting terms and conditions contained in the Form 21 document.

EXECUTED to be effective as of the date listed above.

**City of Kirkland (BUYER)**

**(SELLER)**

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Timothy Lamas

Approved as to Form:

By: \_\_\_\_\_  
Nancy Lamas

\_\_\_\_\_  
Senior Assistant City Attorney