

RESOLUTION R-5731

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SUBMIT A LETTER OF INTENT TO PURCHASE THE REAL PROPERTY LOCATED AT 13220 NE 132ND STREET FOR PARKS AND COMMUNITY SERVICES PURPOSES.

1 WHEREAS, a property located at 13220 NE 132nd Street in the Kingsgate
2 neighborhood is listed for sale for \$7,310,000 and includes approximately 3.28 acres and an
3 existing building suitable for community use; and
4

5 WHEREAS, the seller of the property is requiring all bids to purchase the property be
6 submitted by April 29, 2026 and any bids submitted after that time will not be considered; and
7

8 WHEREAS, the property is well-suited to support Parks and Community Services
9 programming, including indoor recreation activities and community-based services, and
10 would help address current service gaps and program demand, as well as the potential for
11 affordable housing on the portion of the property in the future; and
12

13 WHEREAS, the City's Parks, Recreation and Open Space (PROS) Plan identifies the
14 surrounding area as underserved and a priority for parks and community services
15 investment; and
16

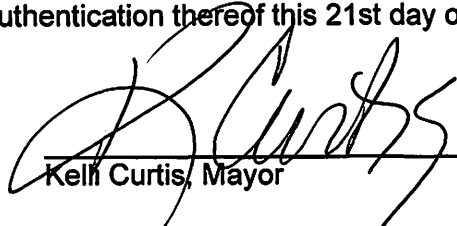
17 WHEREAS, the City Council desires to maintain the opportunity to acquire the
18 property and authorize the City Manager to take initial steps to pursue such acquisition by
19 April 29, 2026.
20

21
22 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as
23 follows:
24

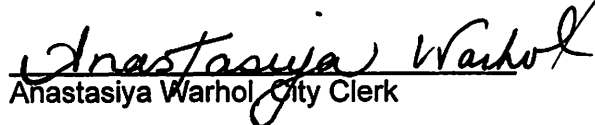
25 Section 1: The City Manager or his designee is hereby authorized and directed to
26 submit a letter of intent similar to Exhibit A and negotiate terms for the potential acquisition of
27 the property located at 13220 NE 132nd Street subject to market conditions.
28

29 Passed by majority vote of the Kirkland City Council in open meeting this 21st day of
30 April 2026.
31

32 Signed in authentication thereof this 21st day of April, 2026.


Kelli Curtis, Mayor

Attest:


Anastasiya Warhol, City Clerk

LETTER OF INTEREST

PN:[520-7541]

This letter serves as an expression of interest of Buyer to purchase from Seller that certain real estate property located in Kirkland, WA.

This LOI is not a binding purchase contract nor shall Seller or any other person, corporation, or entity of any kind or nature have any rights with respect thereto, unless and until a formal written Contract has been negotiated and approved by both Seller and Buyer and until both the Seller and Buyer shall execute and deliver an executed copy of the Contract to one another. Accordingly, this LOI is non-binding on both parties.

Buyer proposes that the Contract include the following terms, together with such other terms as are customary and as are approved by Seller and Buyer in their sole discretion:

Seller:	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole
Buyer:	(Fill in)
Buyer Address:	(Fill in)
Buyer Representative:	(Fill in)
Real Property:	Address: 13220 Northeast 132nd Street City/State/Zip: Kirkland, WA 98034 County: King Tax Parcel Nos.: 222605-9072 Legal Description: See Exhibit A to this Agreement.
Escrow Agent:	Kim Holbrook Old Republic National Title Insurance Company 299 S Main Suite 120 Salt Lake City, UT 84111 T: 801.712.4655 kholbrook@oldrepublictitle.com
Seller Broker:	General Broker: CBRE, 222 S. Main St., 4th Floor, Salt Lake City, UT 84101, Attn: Scott Chatwin, Email: Scott.chatwin@cbre.com. Local Broker: CBRE, 1420 5 th Ave, Suite 3800, Seattle, WA 98101, Attn: Steven Brunette, steve.brunette@cbre.com
Buyer Broker:	(Fill in)
Purchase Price:	(Fill in)
Earnest Money Deposit	(Fill in)
Financing	<input type="checkbox"/> Yes, in the amount of \$ _____ <input type="checkbox"/> No
Key Dates:	
Feasibility Period:	From the Effective Date until 5:00 p.m. (Utah time), on the date which is (Fill in) after the Effective Date.

Closing Date:		The date which is (Fill in) days after the Feasibility Period expires.		
Intended Use:		(Fill in)		
Entitlements:		As part of the buyers intended use, the buyer will be seeking the following (fill in, if applicable) :		
		<input type="checkbox"/>	Entitlements	
		<input type="checkbox"/>	Rezoning of the Property to the _____ zone.	
		<input type="checkbox"/>	Obtaining a Conditional Use Permit for the Intended Use.	
Additional Provisions:		The following contingencies will apply to the property. Sample language is provided below in Exhibit C:		
		<input checked="" type="checkbox"/>	Decommissioning	
		<input checked="" type="checkbox"/>	Use Restriction	
		<input checked="" type="checkbox"/>	Asbestos	
Transaction Expense Chart:		The following transaction expenses will be allocated as follows:		
#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Inspections	100%	0%	<input type="checkbox"/>
2.	Survey	100%	0%	<input type="checkbox"/>
3.	Deed Preparation & Recording Fees	0%	100%	<input type="checkbox"/>
4.	Phase I Report	100%	0%	<input type="checkbox"/>
5.	Standard Owner's Title Policy	0%	100%	<input type="checkbox"/>
6.	Extended Coverage & Title Endorsements	100%	0%	<input type="checkbox"/>
7.	Transfer Tax	100%	0%	<input type="checkbox"/>
8.	Rollback Tax	100%	0%	<input type="checkbox"/>
9.	Seller's Broker Commission	0%	100%	<input type="checkbox"/>
10.	Buyer's Broker Commission	0%	100%	<input type="checkbox"/>
11.	Escrow charges & fees	50%	50%	<input type="checkbox"/>
Buyers Conditions to Close:		(Fill in, if any)		

Sincerely,

Signature: _____

Name (printed): _____

Date: _____

EXHIBIT A – Property Description

The land referred to is situated in the County of King, City of Kirkland, State of Washington, and is described as follows:

That portion of the South half of the Southwest quarter of the Southwest quarter of Section 22, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the Southwest corner of said South half, said Southwest corner also being the Southwest corner of Section 22 and the centerline intersection of 132nd Avenue N.E. and N.E. 132nd Street, which bears South 88°11'04" East;
THENCE North 65°18'44" East, a distance of 33.61 feet to the intersection point of the Northerly margin of N.E. 132nd Street and the Easterly margin of 132nd Avenue N.E., said point being the True Point of Beginning;
THENCE North 02°07'16" East along the Easterly margin of said 132nd Avenue N.E., a distance of 280.11 feet;
THENCE along a curve to the right having a radius of 20.00 feet and an arc length of 31.31 feet through a central angle of 89°41'40";
THENCE South 88°11'04" East, a distance of 328.23 feet;
THENCE along a curve to the right having a radius of 126.00 feet and an arc length of 91.06 feet through a central angle of 41°24'32" to a point of reverse curve;
THENCE along a curve to the left which has a radius of 174.00 feet and an arc distance of 67.40 feet through a central angle of 22°11'43";
THENCE South 02°02'02" West, a distance of 234.69 feet to the Northerly margin of N.E. 132nd Street;
THENCE North 88°11'04" West along said Northerly margin a distance of 490.00 feet to the True Point of Beginning;

EXCEPT that portion conveyed to King County by deed recorded under Recording No. 8804280520 and re-recorded under Recording No. 8806240973, records of King County, Washington.

SITUATE in the County of King, State of Washington

ABBREVIATED LEGAL

Portion of the Southwest quarter of the Southwest quarter of Section 22, Township 26 North, Range 5 East, W.M.

Tax Account No. 222605-9072-03

EXHIBIT B -- Personal Property List

Insert List of Personal Property Items

EXHIBIT C – Additional Provision Sample Language

DECOMMISSIONING

Buyer acknowledges that Seller has certain established protocols for decommissioning any Meetinghouse Structure. Prior to Closing, Seller may decommission any Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include, without limitation, removing or modifying religious iconography, signage, steeple improvements and baptismal font. Buyer acknowledges that Seller may decommission the Meetinghouse Structure prior to Closing, and the changes to the Property that result therefrom is permitted under this Agreement.

USE RESTRICTIONS

This conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns shall not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, in Grantor's sole opinion, is noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting; (vi) loitering; (vii) a place of public entertainment or amusement (as defined by local statutes or ordinances); or (viii) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, the "Use Restrictions"). The foregoing Use Restrictions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns shall include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a) (i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee hereby indemnifies, defends and holds Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property following the date of this conveyance. Upon any renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos by Grantee, Grantee shall remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.