

RESOLUTION NO. 2237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND APPROVING SALE OF THE LAND AND STRUCTURE COMMONLY KNOWN AS THE KIRKLAND CUSTOM CANNERY TO THE OPERATOR THEREOF, HARVEY POUND.

WHEREAS, the land and structure commonly known as the Kirkland Custom Cannery has been owned by the City of Kirkland since sometime during the middle 1930's, and

WHEREAS, a portion of said property is subject to a trust in favor of the City of Kirkland LID Guaranty Fund in the amount of \$44.79, and

WHEREAS, continuously since sometime prior to 1950 Harvey Pound has leased the Kirkland Custom Cannery building and land from the city and operated therein a cannery business known as the Kirkland Custom Cannery, and

WHEREAS, Harvey Pound has offered to purchase the cannery structure in its present condition, together with sufficient surrounding land to conform and meet all zoning requirements, including off-street parking, and

WHEREAS, the City of Kirkland and Harvey Pound have had the structure and surrounding land appraised by an MAI appraiser and said appraiser has arrived at a total value therefor of \$46,264.70, and

WHEREAS, the City Council finds that the cannery structure is a special use structure and is surplus to the present and foreseeable needs of the city, and

WHEREAS, the City Council believes that a sale of said structure and land will be advantageous to the city and in the public interest,

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

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland a real estate contract for sale of Lots 48 through 57, inclusive, Block 170, Map of Kirkland, according to Plat recorded in Volume 6 of Plats, Pages 53 to 67, Records of King County, Washington, to Harvey Pound upon the terms and conditions set forth in said real estate contract (a copy of which is attached to the original of this resolution and by this reference incorporated herein).

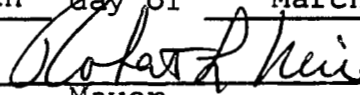
Said terms and conditions shall provide for a total sales price of \$46,264.70; \$10,000.00 down, with the balance to be paid in monthly installments sufficient to pay the remaining balance, together with interest thereon at the rate of eight percent (8%) per annum on declining balances, within a period of 12 years.


Section 2. Said contract may further provide that at any time the unpaid balance of the purchase price shall be \$20,000.00 or less, the city will upon written request of the purchaser issue its deed in partial fulfillment of said contract as to Lots 54 through 57, Block 170, Map of Kirkland.

Section 3. That immediately upon receipt of the down payment and out of said monies, the Director of Administration and Finance is directed to pay into the Kirkland LID Guaranty Fund the sum of \$44.79 in order to release said property from the LID Guaranty Fund trust.

Section 4. The Mayor is further authorized and directed to sign on behalf of the City of Kirkland its deed for said premises upon fulfillment by the purchaser of all of the terms and conditions of said contract.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 4th day of March, 1974.

  
\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
Director of Administration and Finance  
(ex officio City Clerk)

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 4th day of March, 1974, between the City of Kirkland, a Municipal Corporation, hereinafter called the "Seller", and Harvey Pound and Ruth Pound, his wife, hereinafter called "Purchaser",

WITNESSETH:

That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real property with appurtenances in Kirkland, King County, Washington, to-wit:

Lots 48 through 57, Inclusive, Block 170, Map of Kirkland, according to Plat recorded in Volume 6 of Plats, Pages 53 to 67, Records of King County, Washington.

The terms and conditions of this contract are as follows:

The purchase price is Forty-six Thousand Two Hundred Sixty-Four and 70/100 Dollars (\$46,264.70) of which Ten Thousand Dollars (\$10,000.00) have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Three Hundred Ninety Dollars (\$390.00) or more, at purchaser's option, on or before the 4th day of April, 1974, and Three Hundred Ninety Dollars (\$390.00) or more, at purchaser's option, on the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the

diminishing balance of said purchase price at the rate of eight percent (8%) per annum from the 4th day of March, 1974, which interest shall be deducted from each installment payment, and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at the office of the Director of Administration and Finance, Kirkland City Hall, Second and Main Street, Kirkland, Washington, or at such other place as the seller may direct in writing.

At any time after the unpaid balance of the purchase price shall be Twenty Thousand Dollars (\$20,000.00) or less, and the purchaser is not delinquent as to any of the terms and conditions of this contract, including timely payment of monthly installment payments, seller agrees upon written request of purchaser to issue its deed in partial fulfillment of this contract as to Lots 54 through 57, Block 170, Map of Kirkland.

As referred to in this contract, "date of closing" shall be the date set forth above, from and after which interest commences to accrue on the unpaid balance.

Purchaser assumes and agrees to pay before delinquency all taxes, real and personal, that may now or hereafter become a lien on said real estate, and to further pay all assessments before delinquency that may hereafter become a lien on said real estate.

The purchaser agrees until the purchase price is fully paid to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against

loss or damage by both fire and windstorm in a company acceptable to the seller, and for the seller's benefit as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

The purchaser agrees that full inspection of said real estate has been made, and that neither the seller nor its assigns shall be held to any covenant respecting the condition of any improvements thereon, nor shall the purchaser or seller of the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein, unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from peril insured against, the proceeds of such insurance remaining after payment

of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

The seller has delivered or agrees to deliver within 15 days of the date of closing and at purchaser's expense a purchaser's policy of title insurance in standard form or a commitment therefor, issued by a title insurance company licensed to do business as such within the State of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

(a) Printed general exceptions appearing in said policy form;

(b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is made subject.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser its Statutory Warranty Deed to said real estate, excepting any part thereof hereafter taken for public use.

Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair

and not to permit waste and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, the seller may make such payment or effect such insurance; and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's

rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If seller shall bring suit to procure an adjudication of the termination of purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees, and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced; such sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

CITY OF KIRKLAND

By Robert A. Keir  
Mayor

Attest:  
Tom J. Aderson  
Director of Administration & Finance  
(ex officio City Clerk)

SELLER

Harvey Pound  
Harvey Pound  
Ruth M. Pound  
Ruth Pound, his wife

PURCHASER



STATE OF WASHINGTON)

COUNTY OF KING )ss

On this day personally appeared before me Robert L. Neir, Mayor of the City of Kirkland and Tom J. Anderson, Director of Administration and Finance of the City of Kirkland, and acknowledged to me that they are authorized to sign the within and foregoing Contract on behalf of the City of Kirkland pursuant to the provisions of Resolution No. 2237 of the City of Kirkland.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 8 day of APRIL, 1974.

Arthur E. Stuntson  
Notary Public in and for the State of  
Washington, residing at Kirkland