

RESOLUTION NO. R-2324

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A LEASE OF THE OLD MOBILE SERVICE STATION BUILDING (ACQUIRED BY THE CITY IN CONNECTION WITH THE IMPROVEMENT TO THE INTERSECTION OF KIRKLAND AVENUE AND THIRD STREET) TO THE GREATER KIRKLAND CHAMBER OF COMMERCE.

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

WHEREAS, during the improvement and realignment of the intersection of Kirkland Avenue and Third Street the City did acquire the real property described in Exhibit A attached to the original of this Resolution and commonly known as Johnny's Mobile Service Station, and

WHEREAS, the former service station building and some of the premises there surrounding were not incorporated into said street improvement, and

WHEREAS, the City has not as yet determined whether it has a permanent use for said building and premises or whether it should be declared surplus, and

WHEREAS, the Greater Kirkland Chamber of Commerce has offered to lease said structure and premises during this interim period and until a final use or disposition of said property is made, and

WHEREAS, the City Council deems this to be a proper and appropriate interim use and to the public benefit,

NOW, THEREFORE:


Section 1: The City Manager is hereby authorized and directed to sign a lease with the Greater Kirkland Chamber of Commerce as to the real property described in Appendix A attached to the original of this Resolution and on terms and conditions substantially conforming to those set forth in the proposed lease attached to this Resolution as Exhibit A and by this reference incorporated herein.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 15th day of September, 1975.



Mayor

Attest:



Director of Administration & Finance
(ex officio City Clerk)

Chamber of Commerce

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LEGAL ON ~~GAS STATION~~ PROPERTY

Lots 45, 46, 47, Block 103, Burke and Farrar's Business Center Addition to Kirkland, Division No. 25, according to plat thereof recorded in Volume 25 of Plats, Page 14, Records of King County, Washington, EXCEPT the following described portions of said lots 45, 46, & 47 taken for street purposes, to-wit: Beginning at the southerly point of lot 45; thence 16.0 feet along southwesterly line to an intersecting point with curve whose 44.0 foot Radius point is 3.0 feet into lot 45 from southeasterly property line and delta angle of $35^{\circ} 20' 00''$ giving a curve length of 27.13 feet to P.T.; thence $N 00^{\circ} 21' 00'' W$ 42.60 feet to P.C. of curve to right with radius of 14.0 feet and delta angle of 90° with curve length of 21.99 feet to existing northerly line of lot 47 at a point 18.8 feet from northeasterly corner point on northerly line of lot 47.

LEGAL ON GAS STATION PROPERTY

Lots 45, 46, 47, Block 103, Burke and Farrar's Business Center Addition to Kirkland, Division No. 25, according to plat thereof recorded in Volume 25 of Plats, Page 14, Records of King County, Washington, EXCEPT the following described portions of said lots 45, 46, & 47 taken for street purposes, to-wit: Beginning at the southerly point of lot 45; thence 16.0 feet along southwesterly line to an intersecting point with curve whose 44.0 foot Radius point is 3.0 feet into lot 45 from southeasterly property line and delta angle of $35^{\circ} 20' 00''$ giving a curve length of 27.13 feet to P.T.; thence $N 00^{\circ} 21' 00'' W$ 42.60 feet to P.C. of curve to right with radius of 14.0 feet and delta angle of 90° with curve length of 21.99 feet to existing northerly line of lot 47 at a point 18.8 feet from northeasterly corner point on northerly line of lot 47.

October 15, 1975

LEASE

1
2 This agreement, made and entered into this 15th day of
3 October, 1975 by and between the City of Kirkland,
4 a Municipal Corporation as lessor and hereinafter called
5 "City" and the Greater Kirkland Chamber of Commerce, a
6 nonprofit Washington Corporation, as lessee and hereinafter
7 called the "Chamber",

8 WITNESSETH:

9 1. The City does hereby lease unto the Chamber to have
10 and to hold for a term of one year commencing October 15
11 1975 and ending September 15, 1976, those certain premises
12 including building thereon, specifically described in
13 Appendix A attached hereto under the terms and conditions
14 herein set forth. Provided, however, that in the event of sale
15 or conveyance of the premises by City to any third party, this
16 lease shall terminate and all rights hereunder shall cease upon
17 the effective date of such sale or conveyance.

18 2. Said premises shall be used by the Chamber exclusively
19 as a Chamber of Commerce Office and for Chamber and community
20 activities related thereto.

21 3. The Chamber has examined said premises and accepts
22 them in their present condition.

23 4. The Chamber, at the Chamber's sole expense, will
24 remodel, decorate and landscape said premises in accordance
25 with those certain plans and specifications attached hereto as
26

1 Appendix B and thereafter the Chamber agrees at its sole expense
2 to keep said premises throughout the lease term in as good a
3 state and condition as they shall be following completion of
4 said remodeling, decoration and landscaping. The Chamber further
5 agrees to make all necessary repairs of whatever nature to the
6 leased premises as may be required from time to time during the
7 term of this lease or any renewal hereof, unless the necessity
8 for such repairs was caused by the acts or negligence of
9 City, its employees or agents.

10 5. All improvements made by the Chamber to the leased
11 premises shall belong to City, except those listed and
12 identified in Appendix C attached hereto. At the expiration
13 of this lease or any renewal thereof, the Chamber shall deliver
14 up to City said premises in good condition and state of
15 repair, ordinary wear and tear thereof and damage caused by
16 the elements or fire excepted. The tenant's improvements,
17 listed and identified in Appendix C shall be removed by the
18 Chamber from the premises at the expiration of the lease or
19 renewal.

20 6. All utilities, including water, sewer, electrical,
21 heat and garbage shall be solely the expense of the Chamber.
22

23 7. The Chamber agrees to save harmless and indemnify
24 City from and against any and all liabilities, judgments,
25 expenses, costs and attorney's fees arising out of any negligent
26 acts or omissions of the Chamber, its agents and employees.

1 The Chamber shall obtain and keep in force at all times, liability
2 insurance in limits equal to those carried by the City of
3 Kirkland and in which the City of Kirkland shall be an additional
4 named insured. The cost of insurance, required by the
5 terms of this lease to be obtained and maintained by the
6 Chamber, shall be at the Chamber's sole expense. The Chamber
7 shall keep on file with the City of Kirkland, certificates
8 showing that such required insurance is in force and effect. Such
9 certificate shall provide that the City of Kirkland shall be
10 given ten days notice of cancellation or substantial change in
11 the terms or conditions of such policies of insurance.

12 8. In the event fire should destroy the demised premises,
13 City shall be under no obligation to rebuild and the Chamber
14 under no obligation to pay further rent. In the event of damage
15 to the building caused by fire or earthquake, which damage is
16 considered by either the Chamber or City to be major damage so as
17 to render the premises unusable in whole or in substantial part,
18 notice thereof shall be given to the other party within ten
19 days from the date of damage and upon receipt of such notice,
20 this lease shall be terminated and all rights hereunder shall
21 cease.

22 9. The Chamber shall not, without the written consent
23 of City, sublet the whole or any portion of the leased
24 premises, nor assign to any person nor permit assignment of
25 this lease or any interest thereunder, nor shall the interest
26

1 of the Chamber be transferred by operation of law through any
2 execution or bankruptcy proceeding.

3 10. The Chamber agrees to pay all rents herein provided
4 for in advance as the same shall fall due and in case of any
5 default in the payment or the performance of any covenant or
6 agreement herein contained to be performed by the Chamber,
7 City may, at its option, enter into and upon the leased
8 premises or any part thereof with or without statutory notice
9 and hold the premises as if the lease had not been made, all
10 without prejudice to any and all rights and remedies or actions
11 which might otherwise be used with respect to any breach of
12 any covenant or agreement herein and with the distinct under-
13 standing that City shall be entitled, without regard to
14 any such entry, to recover from the Chamber, all damages accrued
15 or that may thereafter accrue by reason of failure of the
16 Chamber to perform its obligations hereunder.

17
18 11. The Chamber shall pay all leasehold or personal
19 property taxes which may be levied by King County or the State of
20 Washington upon the leased premises or any of the improvements made
21 by the Chamber to the leased premises.

22 12. The monthly rental under this lease is hereby
23 established at \$ 1.00 per month payable in advance.

24 13. Lessee shall, at the end of the within lease term,
25 have first right to renew said lease for an additional term
26 of one year upon the same terms and provisions. In the event

1 the Chamber desires to exercise the option for renewal, Chamber
2 shall give written notice to City sixty days prior to
3 the termination of the lease term.

4 14. City shall not be liable to the Chamber for
5 or on account of any damage done to or sustained by the property
6 of the Chamber or the property or person of the Chamber's
7 employees or members, nor the property nor person of third
8 parties while within the leased premises, except as such damage
9 or injury may be the direct result of an intentional act or
10 omission of City, its officers or employees.

11 15. Chamber agrees that all use and improvements made
12 and to be made by Chamber to the leased premises shall conform
13 to all applicable state and city ordinances and regulations.
14 Chamber shall apply for and obtain all permits for improvements
15 and occupancy as may be required by City of Kirkland Ordinances.

16 16. All of the terms, covenants, agreements and obligations
17 of this lease shall extend to and bind enure to the benefit
18 of the successors and assigns of the parties hereto.

19 IN WITNESS WHEREOF the parties have signed this lease
20 agreement the day and year first written above.

21 CITY OF KIRKLAND

22 Allen B. Locke
23 by Allen B. Locke
24 City Manager

CITY OF KIRKLAND

25 Robert L. Neir
26 by Mayor Robert L. Neir

THE GREATER KIRKLAND CHAMBER OF COMMERCE, INC.

Allen Crowder
by
Parvaneh S. Sattar
by

1 STATE OF WASHINGTON)

2 COUNTY OF KING)ss

3 On this 15th day of October, 1975, before me personally
4 appeared Allen B. Locke to me known to be the
5 City Manager of the municipal corporation
6 that executed the within and foregoing instrument and acknowledged
7 the said instrument to be the free and voluntary act and deed of
8 said corporation for the uses and purposes therein mentioned
9 and on oath stated that he was authorized to execute said
10 instrument and that the seal affixed thereto is the corporate
11 seal of said corporation.

12 IN WITNESS WHEREOF, I have hereunto set my hand and
13 official seal the day and year first above written.

14
15 Abraham F. Dowling
16 Notary Public in and for the State of
17 Washington, residing at Kirkland Ball