

RESOLUTION NO. R-2397


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN ON BEHALF OF THE CITY A LEASE WITH OPTION TO PURCHASE REAL PROPERTY TO BE USED AS SITE FOR FIRE STATION NO. 22.

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 that certain Lease between Lake Washington School District No. 414, as Lessor, and the City of Kirkland, as Lessee, of real property to be used as the site for Fire Station No. 22. A Copy of which Lease is attached to the original of this Resolution and by this reference, incorporated herein.

ADOPTED BY MAJORITY VOTE of the Kirkland City Council at regular meeting on the 4th day of October 1976.

SIGNED IN AUTHENTICATION thereof on the 4th day of October, 1976.


MAYOR

ATTEST:


Director of Administration &
Finance
(ex officio city clerk)

LEASE

THIS AGREEMENT made and entered into the 1 day of October, 1976, by and between LAKE WASHINGTON SCHOOL DISTRICT NO. 414, in King County, Washington, a municipal corporation as "Lessor," and the CITY OF KIRKLAND, in King County, Washington, a municipal corporation, as "Lessee,"

WITNESSETH:

1. DESCRIPTION:

The Lessor, for and in consideration of the rentals hereinafter provided and the covenants and agreements herein contained, does hereby lease unto the Lessee the real property situate in Kirkland, King County, Washington, as more fully described in Appendix A attached to this Lease and by this reference incorporated herein as though fully set forth.

2. LENGTH OF TERM AND RENT:

The term of this Lease shall be for thirty (30) years commencing the first day of October, 1976, and terminating September 30, 2006.

For the purpose of determining the rent, the term of the Lease shall be considered as divided into six (6) five (5) year terms, each of which is hereinafter referred to as a "term."

The rent during the first term shall be \$100.00 per year, payable at the beginning of each year on October 1st.

The rent for each successive term after the first term shall be fair market rental value of the property described in Exhibit "A" computed as of the commencement of each successive term; the rent for each successive term shall be due on the first day of each year of each successive term.

The Lake Washington School District shall notify the City of Kirkland approximately ninety (90) days in advance of each new term, the amount of rent it proposes to charge during the next term.

In the event the City does not agree to the proposed rent, each party will appoint an independent fee appraiser who in turn will appoint a third fee appraiser who will collectively establish the annual fair market rental value of the subjective property for the ensuing term. The rental charge for the first term shall not be considered in determining the fair market rental value for any ensuing term. Each party shall pay for the cost the appraiser appoints under this method of determining the fair market rental value and in addition one-half of the independent appraiser.

Provided, however, that should financing for construction of a City fire station on the leased premises not be obtained by the City within two (2) years of the commencement date of this Lease, then, in that event, either party may abandon the Lease upon written notice to the other party and all rights of either party shall thereupon terminate.

3. LIMITATION ON LIABILITY OF LESSOR:

The Lessor^{EE} accepts the premises which is now vacant in its present condition and agrees to maintain the same at Lessee's expense. Lessor shall not be liable for any damages occasioned by failure to keep the premises properly maintained.

4. CONTEMPLATED USE - LESSOR WARRANTY:

Lessee intends to construct at its expense on said premises a fire station to be used by Lessee's Department of Fire Services and Lessor agrees that should such construction or use as contemplated violate any title or use restriction under which Lessor holds title to said property this Lease shall be void. (Such use or development restrictions or regulations as may be imposed by state or local building and zoning laws are not contemplated to be within the Lessor's warranty.)

5. TAXES, UTILITIES, CHARGES AND INSURANCE, ETC.:

5.1 Property taxes, excise taxes and all other charges: The Lessee shall be liable for and shall pay through out the term of this Lease all utility service charges, license excise fees, occupation taxes and other taxes or assessments which be charged or levied on account of Lessee's use and occupation of the premises and any improvements to be constructed thereon.

5.2 Insurance: Lessee shall keep at its expense and in full force during the term of this Lease a policy of comprehensive public liability insurance insuring Lessor

and Lessee against any liability arising out of ownership, use, occupancy or maintenance of the premises. Such insurance shall be in an amount of not less than \$300,000.00 for each injury or death to one person in any one accident or occurrence and in an amount of not less than \$600,000.00 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least \$50,000.00. The limits of said insurance shall not, however, limit the liability of the Lessee.

6. INDEMNITY:

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the premises, from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default and the performance of any obligation on the Lessee's part to be performed under the terms of this Lease, arising from any negligence of the Lessee, against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice of the Lessor, shall defend the same at Lessee's expense by counsel satisfactory to the Lessor.

Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to the property, injury to persons, in, upon or about the premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor.

7. ASSIGNMENT OR SUBLEASE:

Lessee shall not assign or transfer this Lease or any interest herein, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise, without first obtaining the express written consent of the Lessor.

8. DEFAULTS:

Time is of the essence hereof, and in the event the Lessee shall violate or breach or fail to keep or perform any covenant, agreement, or term hereof, and if such default or violation shall continue and shall not be remedied within forty (40) days after notice in writing thereof given by Lessor to Lessee specifying the matter claimed to be in default, Lessor, at its option, may immediately declare Lessee's rights under this Lease terminated and reenter the premises and repossess the same.

9. COSTS AND ATTORNEYS FEES:

If by reason of any default on part of either party it becomes necessary for the other party to bring suit for breach of any provision of this Lease including default in payment of rent or to recover possession of the leased premises,

the prevailing party in such action shall be entitled to receive from the other party a reasonable attorneys fee and all costs and expenses expended or incurred in connection with such action.

10. OPTION TO PURCHASE:

Lessor gives and grants to the Lessee an option to purchase all of the premises described in Exhibit A attached hereto. Lessee may exercise such option at any time during the original term of this Lease by giving Lessor written notice of election to purchase. Such notice of election shall state the date upon which the Lessee elects to complete such purchase and shall be delivered to the Lessor at least sixty (60) days prior to such date.

If this option should be timely exercised, the purchase price shall be the fair market value of the property as determined by the appraisal required by state law to be made by the Lessor in the course of declaring said property surplus. The purchase price shall be paid in cash by the Lessee on closing.

The Lessor shall furnish to the Lessee a policy of title insurance including a preliminary commitment therefor issued by any title insurance company authorized to transact business in King County, as soon as is procurable after exercise of this option, but in any event not later than thirty (30) days subsequent to the exercise of this option. If the preliminary commitment for title insurance shows the real

property to be free and clear of defects and encumbrances, other than those expressly waived or assumed in accordance with the terms hereof by the purchaser, the sale shall be closed within sixty (60) days after the date of exercise of this option. If the title is not so insurable and cannot be made insurable by the date of closing, then this option shall be void, unless the purchaser elects to waive the defects and encumbrances and wish to purchase the property in spite of said defects. After exercise of this option, the sale may be closed upon request of either party in the office of Powell, Livengood, Silvernale, Carter & Tjossem, Kirkland, Washington, hereinafter referred to "Escrowee" and all escrow charges shall be paid by the party requesting the escrow. Conveyance shall be by Statutory Warranty Deed in the form attached hereto and incorporated herein.

11. CONDITIONS ON OPTION TO PURCHASE:

Both parties agree to enter into any and all proceedings, including the intergovernmental disposition of property proceeding pursuant to RCW Chapter 39.33, as may be required in connection with the Lease and/or sale of said premises and to sign any and all documents required thereby. In the event the value of the property at the time the option is exercised is in excess of the dollar amount specified in RCW 28A.58.045 as now or hereafter amended and the intergovernmental disposition of property proceeding pursuant to RCW Chapter 39.33 does not relieve Lessor from the necessity to

affixed by official seal the day and year first above written.

Sharon S. Robinson
NOTARY PUBLIC in and for the State
of Washington, residing in King
County

THIS AGREEMENT has been authorized and approved by the
CITY OF KIRKLAND COUNCIL, at regular meeting held on the
4 day of October, 1976.

BY: Sharon S. Robinson

ATTEST:

Tom Aduson

THIS AGREEMENT has been authorized and approved by the
LAKE WASHINGTON SCHOOL DISTRICT BOARD OF DIRECTORS, at regu-
lar meeting held on the 20 day of September, 1976.

BY: Donald W. Enger

ATTEST:

Frank P. Coney

September 20, 1976



Hart, Williams and Roth

809 KIRKLAND AVENUE, KIRKLAND, WASHINGTON 98033
TELEPHONE: (206) 822-4171 OR (206) 882-7428

DESCRIPTION BY METES AND BOUNDS OF PROJECT WASHINGTON 45131-B

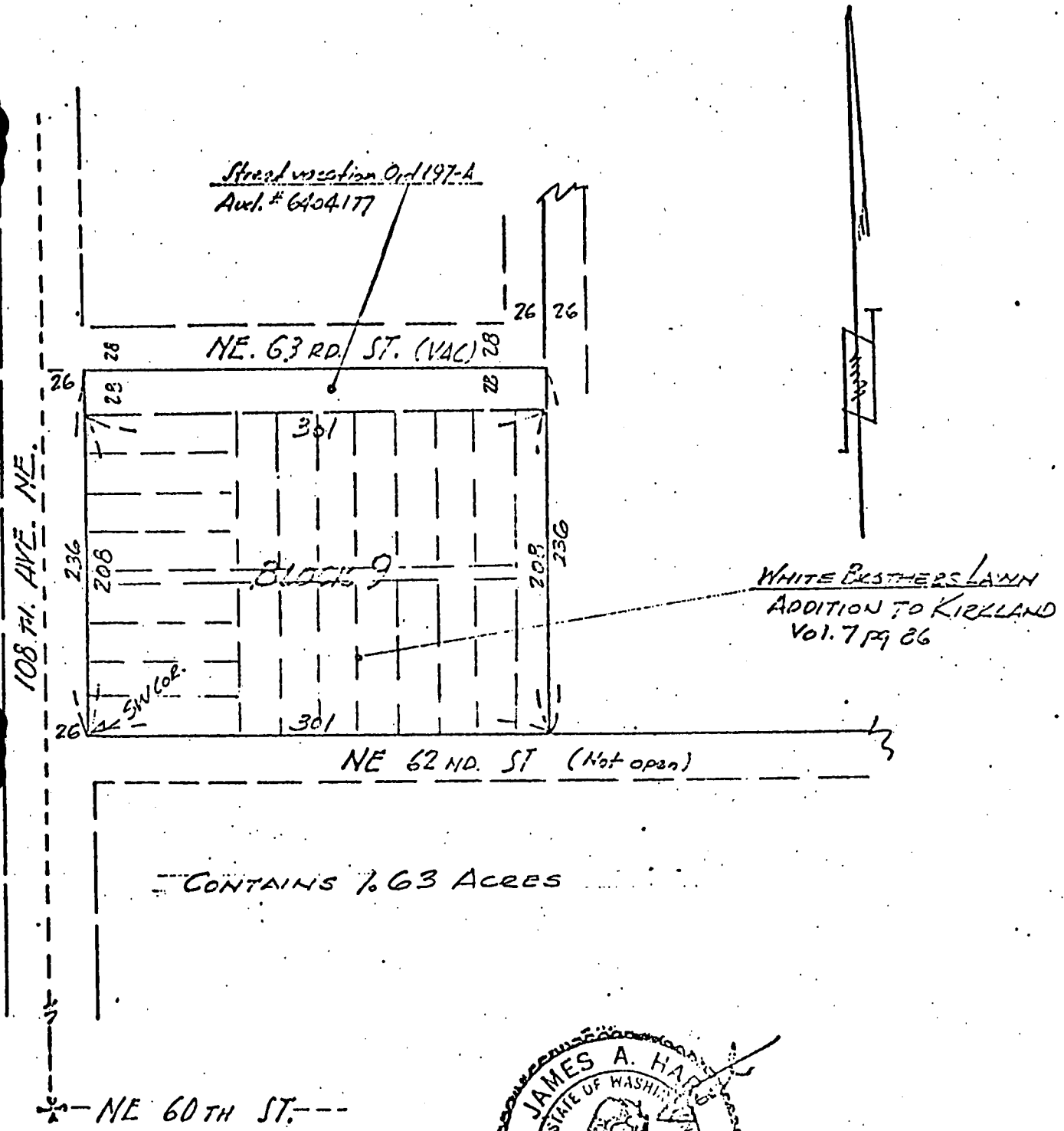
Legal description taken from Auditors File 3249470-2 July 2, 1942.

Beginning at the Southwest corner of Block 9 of White Brothers Lawn Addition to Kirkland Vol. 7 Page 86, Records of King County; in Section 8, Township 25 North, Range 5 East, W.M.; said point being on the East margin of 108th Ave. N.E., (Depot Street), thence Northerly along the said East margin 208.00 feet to the Northwest corner of said Block 9, thence Easterly along the North line of said Block 9 and the extension of that said line 301 feet to the centerline of 109th Ave. N.E., (Aluminum Street), thence Southerly parallel to 108th Ave. N.E. 208.00 feet to the Southerly margin of said Block 9 extended Easterly; thence Westerly 301.00 feet along the Southerly margin of said Block 9 to the Southwest corner of Block 9 and the True Point of Beginning.

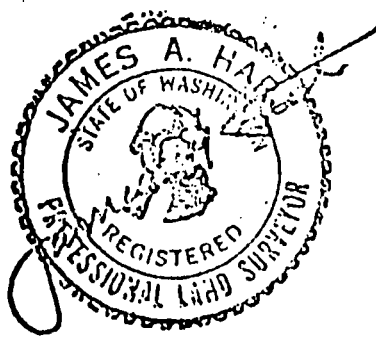
Together with 1/2 the vacated street adjacent to the North line of Block 9, White Brothers Lawn Addition to Kirkland. Said vacation as recorded under Auditor File No. 6404177 as per Ordinance 197-A Town of Houghton.

WRITTEN BY: *[Signature]*





CONTAINS 7.63 ACRES



L.W.S.D. 414 PROPERTY
 PROPOSED FIRE STATION SITE

REVISIONS		

HART, WILLIAMS & ROTH, INC.
 ENGINEERS • SURVEYORS • PLANNERS
 KIRKLAND, WASHINGTON

DRAWN JAH	APPVD JAH	DATE 9/27-76
FIELD BK.	SCALE 1"=100'	JOB 102-10

R-2397