

RESOLUTION NO. R-2558

A RESOLUTION OF THE KIRKLAND CITY COUNCIL APPROVING A PROPOSED AGREEMENT WITH LAKE WASHINGTON SCHOOL DISTRICT NO. 414 TO PURCHASE FROM THE SCHOOL DISTRICT THE PROPERTY KNOWN AS THE CENTRAL SCHOOL SITE IN KIRKLAND AND AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE ACQUISITION OF SAID REAL PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF SAID AGREEMENT.

WHEREAS, the Lake Washington School District No. 414 has submitted to the City of Kirkland a proposed "Agreement for Intergovernmental Disposition of Property" relating to purchase of the real property therein described, and commonly known as the Central School Site by the City of Kirkland, for \$315,000.00 for said land together with \$1.00 for any improvements situate upon said land, and

WHEREAS, the City Council of the City of Kirkland has determined that acquisition of said real property for future municipal and public use is in the best interest of the general public and the City of Kirkland, and that such future use may include location for a relocated City Hall and other municipal uses.

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

Section 1. The proposed Agreement for Intergovernmental Disposition of Property submitted to the City of Kirkland by Lake Washington School District No. 414, copy of which is attached to the original of this resolution, and by this reference incorporated herein is hereby approved by the City Council.

Section 2. The City Manager is authorized and directed to take such steps as may be required on behalf of the City of Kirkland to acquire the real property, subject of said agreement, in accordance with the terms and provisions of said agreement, including joining with the Lake Washington School District No. 414, in a petition to the King County Superior Court, State of Washington, for an Intergovernmental Disposition of Property pursuant to the requirements of Chapter 39.33 Revised Code of Washington.

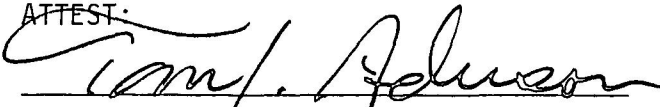
Section 3. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City, the Agreement for Intergovernmental Disposition of Property approved herein, a copy of which is attached hereto.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 2nd day of October, 1978.

SIGNED IN AUTHENTICATION thereof on the 2nd day of October, 1978.


MAYOR

ATTEST:


Director of Administration and Finance
(ex officio City Clerk)



AGREEMENT FOR INTERGOVERNMENTAL DISPOSITION OF PROPERTY

LAKE WASHINGTON SCHOOL DISTRICT NO. 414, a municipal corporation, (herein called the "Seller") and the CITY OF KIRKLAND (herein called the "Purchaser") agree to the purchase and sale of the below-described property pursuant to the following terms:

1. Property conveyed. The Seller shall convey by statutory warranty deed to the Purchaser that certain real property located in King County, Washington, and legally described as:

Lots 1 through 14, Block 205, Lot 1 through 8, Block 206, together with the vacated alley lying between the said block 205 and block 206, and also Lots 1 through 7 inclusive of Block 210, Town of Kirkland, according to the Plat thereof recorded in Volume 6 of Plats, page 53 in Records of King County.

2. Purchase price. The Purchaser shall pay to the Seller at closing the purchase price of Three Hundred Fifteen Thousand Dollars (\$315,000.00) for the above-described land and the sum of One Dollar (\$1.00) for any improvements upon said land.

3. Right of first refusal reserved to Seller. There shall be reserved to the Seller in the deed of conveyance the right of first refusal to purchase the above-described property at any time within three (3) years of the date of the deed of conveyance when the City should advertise for, entertain, or accept offers from third parties for the purchase of the above-described property. The right of first refusal reserved to the Seller shall be exercised by the Seller providing the Purchaser with a written notice of its election to purchase. The parties shall thereafter employ and share the expense of a mutually agreeable MAI certified appraiser who shall determine the fair market value of the property. The fair market value of the property shall be the purchase price for the repurchase of the property and within thirty (30) days of receipt of said appraisal the Seller herein shall tender to the Purchaser herein that sum, less any sums necessary to discharge any encumbrances which have been placed upon the

property or title to the property during the Purchaser's ownership of the property. In the event of the Seller's exercise of the right of first refusal, the Purchaser herein shall reconvey the property by statutory warranty deed, warranting the title to be free of all encumbrances.

4. Closing. This transfer shall be closed in the office of KING, DAVIDSON & CZEISLER in Kirkland, Washington, within fifteen (15) days of entry of a final judgment of Superior Court of the State of Washington for the County of King fulfilling the requirements of RCW 39.33. Both parties shall deposit with KING, DAVIDSON & CZEISLER such monies and documents as are necessary to complete said closing.

5. Contingency for court approval. This agreement is contingent upon the entry of a final decree of the Superior Court of the State of Washington for the County of King determining that this transfer may be allowed under Chapter 39.33 of the Revised Code of the State of Washington. Both parties shall join in a petition seeking such a decree and shall instruct their respective counsel to vigorously pursue the setting of the appropriate hearings and the entry of the decree required by said statute. In the event there is a delay of ninety (90) days or more beyond the date of this agreement in the entry of a final decree of the court, the Seller may terminate this agreement upon fifteen (15) days written notice to the Purchaser.

6. Entire agreement. This agreement constitutes the entire agreement between the parties. Time is the essence of this agreement.

DATED:

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

By _____

By _____

DATED: Oct. 2, 1978

CITY OF KIRKLAND
By Robert A. Heri 10/3/78 Mayor

By _____