

RESOLUTION NO. R-3028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN OPTION AGREEMENT FOR SALE OF REAL PROPERTY TO BE USED BY THE PURCHASER FOR MULTI-RESIDENTIAL SENIOR HOUSING, INCLUDING ALL RIGHTS HERETOFORE ACQUIRED BY THE CITY OF KIRKLAND FOR DEVELOPMENT OF A HOUSING PROJECT COMMONLY KNOWN AS "PETER KIRK CENTER".

Whereas, the City of Kirkland has had presented to it an option for purchase of real property presently owned by the City of Kirkland and for which the City holds a development permit for a project commonly known as "Peter Kirk Center"; and

Whereas, the purchaser identified in said option is a nonprofit corporation of the State of Washington, organized for the express purpose to acquire real property, build thereon, and operate housing for senior citizens and the handicapped, including low and moderate income senior citizens and handicapped, in cooperation with the Northeast King County Service Center as operating sponsor; and

Whereas, said purchaser is qualified to and intends to apply for Housing and Urban Development, Section 202 funds, to assist in the construction of such low income senior/handicapped housing; and

Whereas, purchaser is desirous of purchasing said City of Kirkland real property and constructing thereon housing for the low income elderly and handicapped; and

Whereas, the Kirkland City Council finds that entering into such option agreement is in the public interest, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland as optionor, that certain "Option to Purchase Real Property" attached to the original of this resolution as Attachment A and by this reference incorporated herein.

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Passed by majority vote of Kirkland City Council in
regular, open meeting on the 20th day of June,
1983.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



OPTION TO PURCHASE REAL PROPERTY

THIS AGREEMENT made and entered into this 20th day of June, 1983, by and between the CITY OF KIRKLAND, hereinafter referred to as "City" and PETER KIRK CENTER, a non-profit corporation organized under the laws of the State of Washington, hereinafter called "Purchaser"

W I T N E S S E T H:

WHEREAS, Purchaser is a non-profit corporation of the State of Washington organized for the express purpose to acquire real property, build thereon and operate housing for senior citizens and handicapped, including low and moderate income senior citizens in cooperation with the Northeast King County Service Center as operating sponsor; and

WHEREAS, Purchaser is qualified to and intends to apply for Housing and Urban Development, Section 202 loan funds to assist in the construction of such senior housing; and

WHEREAS, Kirkland is the owner of certain real property situate within the City of Kirkland, King County, Washington, and for which a local zoning development permit for construction of multi-residential housing development for low income elderly and handicapped, has heretofore been issued; and

WHEREAS, Purchaser is desirous of purchasing said real property and constructing thereon a senior/handicapped multi-residential housing development, now, therefore,

In consideration of One (\$1.00) Dollar and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto AGREE as follows:

1. Subject to the terms and conditions hereinafter set forth, Kirkland hereby grants to purchaser, an option to purchase the real property described in Exhibit A to this agreement and by this reference incorporated herein for the sum of \$1.00. If not exercised by purchaser in a manner hereinafter set forth, before 5 p.m., on the 31st day of October, 1983, this option shall terminate and all rights granted to the purchaser shall forthwith cease.

2. Purchaser agrees to apply for U.S. Housing and Urban Development, Section 202 loan moneys to assist in construction of its housing development for the low income

elderly and handicapped. Purchaser shall be solely responsible for the preparation, completion and filing of said application and said application shall be filed with the appropriate federal government agency by not later than June 23, 1983. Notice of timely filing of said grant application shall be supplied to Kirkland. At such time as purchaser receives notification from said federal agency that purchaser has been awarded a preliminary loan and conditional commitment, purchaser may but not before said time, give to Kirkland in writing, notice of purchaser's intent to exercise the option herein granted. Such a notice of intention to exercise the option may be given to Kirkland at any time between the notice of the conditional commitment and the termination date of this option set forth above. In the event purchaser fails to receive from such federal agency, a notice of conditional commitment, Kirkland may terminate this option upon giving written notice of termination to purchaser.

3. In the event purchaser exercises this option in the manner provided for in paragraph 2 above, then in that event, Kirkland shall convey to purchaser by statutory warranty deed, the real property described in Exhibit A and shall contemporaneously assign to purchaser, all rights which Kirkland then holds in the previously-issued local zoning development permit (identified as City of Kirkland Department of Housing and Community Development File No. UU-82-83). Said deed of conveyance shall contain the following reversionary clause:

Said property is conveyed to grantee to be used solely for multi-family residential dwelling units for low and moderate income persons, aged 65 and over, and handicapped, and said property including all improvements, now or hereafter made to or on said property shall revert to the grantor, its successor or assigns, in the event said property is used for any other purpose.

In the assignment of the local zoning development permit, purchaser shall agree to assume and perform all obligations and conditions imposed in said zoning permit upon the property owner or permit holder (excluding those conditions requiring performance of certain off-site public right-of-way improvements as have been otherwise heretofore funded) and purchaser shall further agree to defend and save harmless, Kirkland from any failure to fully perform said obligations and conditions.

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Delivery of said deed and development permit assignment shall be made by Kirkland to purchaser not more than ninety (90) days following receipt by Kirkland of a copy of the HUD 202 preliminary loan and conditional commitment bearing the signature of both purchaser and the appropriate federal agency.

In the event purchaser receives such grant award, and fails within the time required by the appropriate regulations to sign said grant contract, Kirkland may at any time thereafter forthwith terminate this option by giving written notice of termination to purchaser.

THIS AGREEMENT entered into the day and year first written above, at Kirkland, King County, Washington.

CITY OF KIRKLAND: _____, INC.,
a Washington non-profit corporation

By Allen B. Locke
City Manager

By _____
President

By _____
Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 22ND day of JUNE, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALLEN B. LOCKE, to me known to be the City Manager of the City of Kirkland, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Janice Perry
NOTARY PUBLIC in and for the
State of Washington, residing
in King County.

EXHIBIT A

The East 207.9 feet of that portion of the North 330 feet of the Southwest quarter of the Southeast quarter of Section 5, Township 25 North, Range 5 East, W.M., lying South of the South line of the Northeast 85th Street;

EXCEPT that portion condemned for Secondary State Highway No. 2-D in King County Superior Court Case No. 604243;

AND EXCEPT that portion conveyed to the City of Kirkland for 84th street by right of ways recorded under Recording Numbers 8106301152 through 8106301158;

AND EXCEPT that portion conveyed to the City of Kirkland for 112th Avenue Northeast by right of ways recorded under Recording Numbers 8106301159 through 8106301165.

END OF EXHIBIT A

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