

RESOLUTION R-3839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY THAT CERTAIN AGREEMENT LEASING THE PARKING LOT OF THE FIRST BAPTIST CHURCH OF KIRKLAND FOR CITY HALL EMPLOYEES.

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

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain agreement between the First Baptist Church of Kirkland and the City of Kirkland, entitled "PARKING LOT LEASE" a copy of which is attached to the original of this Resolution as Exhibit A and by this reference incorporated herein.

Passed by Majority vote of the Kirkland City Council in regular, open meeting this 21st Day of September, 1993.

Signed in authentication thereof this 21st day of September, 1993.



\_\_\_\_\_  
Mayor

Attest:

  
Deputy City Clerk

RES3839

## PARKING LOT LEASE

The First Baptist Church of Kirkland, a Washington non-profit corporation, hereinafter referred to as "Church", does hereby lease to the City of Kirkland, a Washington Municipal corporation, hereinafter referred to as "City", the hereinafter described real property, subject to the following terms and conditions:

1. Area Leased - The area of Lots 1, 2 and 3, Block 192, Kirkland Addition, according to the plat thereof, records of King County, Washington, which is designated and developed as a parking lot, and which is addressed as 111 7th Avenue, Kirkland, Washington..

2. Scope and Time of Lease - The parking lot described in paragraph 1 shall be leased to City, and available for parking by City Hall employees, between the hours of 6:30 a.m. and 8:00 p.m., Monday through Friday inclusive, of each week during the life of this Agreement; subject, nevertheless, to the right hereby reserved to Church to make said parking lot exclusively available to persons attending services or other activities authorized by Church and carried on within the Church buildings at 701 First Street, Kirkland, Washington. In exercising such reserved right, Church shall place signs on and about the parking lot, indicating that the lot is temporarily reserved for "Church parking."

3. Church's lease to City need not be exclusive, except as necessary to insure availability per paragraph 2 during the following periods:

a. From September 1, 1993 through April 30, 1995; and

b. During construction of Phase III of City Hall expansion, estimated to begin after 2005 and to continue for less than eighteen months.

During these periods, Church is responsible to make available to City a reasonably safe and useable parking lot, fit for the use described in paragraph 2.

4. Before September 1, 1993, City shall enhance, as necessary, the subject parking lot by means such as replacement of asphalt, curb replacement, striping, and installation of an irrigation system, so long as the cost to City does not exceed \$10,000.00. City's duty to enhance the parking lot is contingent on it being reasonable to use forty parking spaces in the subject parking lot and also contingent on City obtaining zoning approval to allow use of

the parking lot by City Hall employees as described in paragraph 2, the application for which Church will agree to. Upon completion of enhancements, City will have no maintenance responsibilities for the parking lot, or any installed enhancements.

5. City shall defend and save harmless Church from any claim made against Church, its officers or employees (except such claim arising out of the negligence of Church, its officers or employees or persons using the parking lot while attending a Church function or an activity at 701 First Street, Kirkland, Washington) and arising out of the use of said parking lot by City Hall employees during the effective times and hours of this lease.

6. Church agrees to defend and save harmless City, its officers, agents, and employees, from any claim made against City, its officers, agents, or employees (except such claim arising out of the sole negligence of City, its officers, agents, or employees) and arising out of the use of said parking lot by Church, its employees, or persons attending a Church function or an activity at 701 First Street, Kirkland, Washington.

7. This Agreement shall be in effect on the date last below signed until December 31, 2015, unless earlier terminated; provided that, this Agreement need not be exclusive, except as necessary to ensure the use for City which is described herein. This lease will be terminated upon completion of construction of Phase III of City Hall expansion, if that is sooner than December 31, 2015.

In witness whereof, the parties hereto have executed this Agreement.

FIRST BAPTIST CHURCH  
OF KIRKLAND

CITY OF KIRKLAND

By: \_\_\_\_\_

TERRENCE L. ELLIS  
City Manager

Date: \_\_\_\_\_

STATE OF WASHINGTON)

ss:

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to

me known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of First Baptist Church of Kirkland, the 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 set forth, and on oath stated that they were authorized to sign said instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON)

ss:

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Terrence L. Ellis, 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 City, for the uses and purposes therein set forth, and on oath stated that he was authorized to sign said instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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