

RESOLUTION R- 3873

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING FROM THE KIRKLAND DOWNTOWN ASSOCIATION THE SCULPTURE ENTITLED "BETTY LOU" BY ARTIST LISA SHEETS.

Whereas, the Kirkland Downtown association desires to donate the sculpture entitled "Betty Lou" to the citizens of Kirkland for the enjoyment of all; and

Whereas, the City Council desires to accept said sculpture on behalf of the City of Kirkland; and

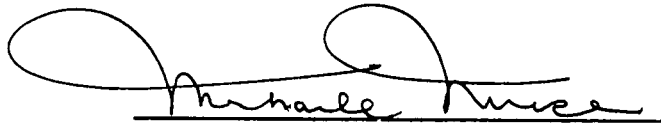
Whereas, said sculpture shall be accessible to the public at the northeast corner of Kirkland Avenue and Main Street;

Now, therefore, 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 execute an agreement providing for the acceptance by the City of Kirkland of the sculpture entitled "Betty Lou" by artist Lisa Sheets as a gift from the Kirkland Downtown Association.

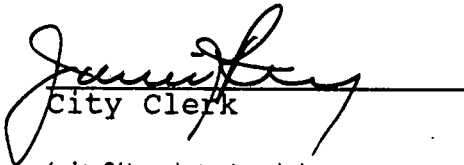
Passed by majority vote of the Kirkland City Council in regular, open meeting this 19th day of April, 1994.

Signed in authentication thereof this 19th day of April, 1994.



MAYOR Pro tem

Attest:



City Clerk

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## CONDITIONAL GIFT AGREEMENT

This Gift Agreement (the "Agreement") is entered into as of the date last below signed by and between the Kirkland Downtown Association ("KDA"), whose address is 220 Kirkland Avenue, Number 10, Kirkland, Washington 98033 ("Donor"), the City of Kirkland, whose address is 123 Fifth Avenue, Kirkland, Washington 98033 ("Donee"), and William C. and Jo Mae Woods, husband and wife, who are the owners of the Kirkwood Building, located at 200 Kirkland Avenue, Kirkland, Washington 98033 ("Situs Owner").

WHEREAS, Donor desires to make a gift to Donee of the property described below based on certain conditions contained herein, which are also agreeable to the Situs Owner; and

WHEREAS, Donee desires to accept such gift from Donor on the terms and conditions contained herein.

NOW, THEREFORE, the parties do hereby agree as follows:

I. PROPERTY DESCRIPTION

The property which is the subject of this Agreement is currently owned by Donor and described as that certain sculpture entitled "Betty Lou" by Lisa Sheets (the "Property" or the "Sculpture").

II. DECLARATION OF GIFT

As of the date hereof, Donor hereby gives and delivers to Donee, the Property, subject to the terms and conditions contained herein.

III. ACCEPTANCE OF GIFT

As of the date hereof and subject to the terms and conditions contained herein, Donee hereby accepts Donor's gift of the Property and all its benefits.

IV. PARTICIPATION OF SITUS OWNER

The "Betty Lou" sculpture has been placed upon real property belonging to the Situs Owner, being in the plaza area of the Kirkwood Building which is at the Northeast corner of Kirkland Avenue and Main Street. Specifically, the Sculpture is located outside of the premises commonly known as 200 Kirkland Avenue, Suite G, Kirkland, Washington 98033. The Situs Owner, for valuable considera-

tion, receipt of which is hereby acknowledged, agrees to abide by this Agreement on the terms and conditions contained herein.

#### V. TERMS AND CONDITIONS OF AGREEMENT

The gift of the Property is conditioned upon the following provisions and Donee and the Situs Owner shall perform in compliance with the following provisions:

- a. Location - The Property shall remain at the location described above for at least ten years after the date of this agreement, unless the Situs Ownership changes, as provided hereinafter. After ten years, or upon a change in ownership so that neither William C. nor Jo Mae Woods continues to be a Situs Owner, the City of Kirkland may relocate the Property, at the City's own expense. At such time, the City of Kirkland may, but need not, relocate the property, unless the Situs Owner so requests.
- b. Maintenance of Sculpture - Donee shall treat the Property as a work of art and maintain the Sculpture in substantially the same condition as it is on the date of this Agreement. If the sculpture is damaged or vandalized in any way, Donee shall, at its sole cost, take the steps necessary to return the Property to its original condition. Donee shall take reasonable steps to protect the property from vandalism. Donor shall provide the Donee with written instructions as to the proper maintenance of the Sculpture. Donee shall also insure the Sculpture for at least \$15,000.00.
- c. Maintenance of the Real Property - The Situs Owner shall maintain the site of the Sculpture and the landscaping surrounding the Sculpture in good and clean condition.
- d. Identification - The sculpture may be tastefully and appropriately labeled and identified as mutually agreed upon by the parties. The City shall bear the cost of such labeling and identification.

#### VI. REMEDIES

If any of the terms and conditions of this Agreement are not complied with by Donee or the

Situs Owner, the property shall be returned to Donor upon thirty days' written notice by Donor, its successors or legal representative. If Donee ceases to display the property, or if the Property is determined by Donee to constitute a nuisance or a hazard to the public, then the Property shall be returned to Donor, its successor or legal representative upon thirty days' written notice by Donee. If the Property is returned to Donor, it should be delivered to the location so requested at Donee's sole cost and expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 1994.

DONOR:

DONEE:

KIRKLAND DOWNTOWN ASSOCIATION

CITY OF KIRKLAND

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Terrence L. Ellis  
City Manager  
Date \_\_\_\_\_

SITUS OWNER:

\_\_\_\_\_  
William C. Woods  
Date \_\_\_\_\_

\_\_\_\_\_  
Jo Mae Woods  
Date \_\_\_\_\_  
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