

RESOLUTION NO. R- 3899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING EXECUTION OF A LEASE AND ACCESS EASEMENT AGREEMENT WITH THE KING COUNTY RURAL LIBRARY DISTRICT.


WHEREAS, the City of Kirkland has offered property located at 3rd and Kirkland Avenues to the King County Rural Library District (the "District") for construction of the new Kirkland Resource Library; and

WHEREAS, construction of this facility will be complete in early 1995.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute a lease and access easement agreement with the District for use of this site.

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 4th day of October, 1994.

SIGNED IN AUTHENTICATION THEREOF on the 4th day of October, 1994.



Mayor

ATTEST:



City Clerk

LEASE
and
ACCESS EASEMENT AGREEMENT

THIS LEASE AND ACCESS EASEMENT AGREEMENT (the "Lease") is made effective the day of , 1994, by and between the CITY OF KIRKLAND (the "City"), and KING COUNTY RURAL LIBRARY DISTRICT (the "District").

A. The City and the District have contributed to the construction of a three level concrete parking garage (the "Garage") located on that real property owned by the City and legally described on Exhibit A attached hereto (the "Property").

B. On the top level of the Garage, the District has constructed a 15,000 square foot library building (the "Building").

C. In accordance with the terms and conditions set forth below, the City desires to lease to the District and the District desires to lease from the City the pad on which the Building sits, together with the remaining top level of the Garage, which area consists of approximately 75,972 square feet and is shown by crosshatching on that plan attached hereto as Exhibit B-2 (the "Premises").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Premises. Effective on the commencement date of the term, the City hereby leases to the District and the District hereby leases from the City the Premises.

2. Access Easement. Effective on the commencement date of the term, the City hereby grants to the District non-exclusive easements (the "Access Easements") to and from the Premises from the street(s) abutting the Property, for access by vehicles and pedestrians through the Garage and over and across any sidewalk on the Property and for access by pedestrians over and across any stairs and elevators located in the Garage. The Access Easements shall terminate upon the expiration or earlier termination of this Lease.

3. Term. The term of the Lease shall commence upon the termination of that existing Ground Lease between the parties affecting the Property and shall expire August 1, 2024, unless extended or sooner terminated as provided for in this Lease.

4. Option to Extend. The term of this Lease shall automatically extend for three consecutive terms of ten (10) years each unless 180 days prior to the commencement of the either of the first two extension terms, the District delivers written notice to

the City of the District's intent to terminate the Lease at the end of the then current term, or unless 180 days prior to commencement of the third extension term either party delivers a written notice to the other party of its intention to terminate the Lease as of the end of the second extension term. If a notice of intent to terminate this Lease is delivered as provided herein, the Lease shall terminate at the end of the then current term.

5. Rent. The District shall pay \$1.00 per year in rent to the City, payable in advance, for the entire term of this Lease and any extensions thereof. The City acknowledges that it has received from the District all rent due and owing for the entire Lease term and all extensions thereof.

6. Taxes and Assessments. To the extent required by applicable law (including any exemption which might apply), the District shall pay all real and personal property taxes, general and special assessments and other charges levied on or assessed against the Premises, the Building, personal property located on the Premises or the leasehold estate, whether belonging to or chargeable against the City or the District. The District shall make all such payments directly to the charging authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments, the District may, at the District's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. All current installments of taxes or assessments shall be prorated for the initial Lease year and for the year in which the Lease terminates. If the Premises are assessed with other property of the City for purposes of property taxes, assessments or other ad valorem or improvement levies, all such taxes shall be prorated, until the Premises are separately assessed, and the District shall pay the fraction of the entire tax in the same ratio as the square footage of the Premises bears to the square footage of the Garage and any other improvements located on the Property.

The District's obligation to pay taxes or assessments levied or charged against the Premises and the Building or against specified personal property shall not include business, income, transfer, corporation, franchise or profit taxes levied or assessed against the City by any federal, state or other governmental agency.

7. Parking. The parking area located on the Premises shall be reserved exclusively for use by the District and library users (approximately 75 stalls). Except as provided below, the ramp to the roll-down door of the Garage leading from Kirkland Avenue to the second parking level shall also be reserved exclusively for parking by the District and library users and the City hereby grants an exclusive license to the District for the use of said ramp for such purposes. Said ramp is designated on Exhibit B. Said parking shall be available for non-library parking during the hours the Building is closed to the general public. At its sole cost and

expense, the District shall post and maintain on and about the ramp to and parking areas on the Premises signs acceptable to the District, stating the District's reserved use. Library users shall also be entitled to park in any other portion of the Garage subject to such rules, regulations and charges as may be imposed by the City on the general public for use of the Garage.

8. Use. The District shall use the Premises, the Building and any subsequent improvements constructed on the Premises for the maintenance and operation of a public library and related parking, or for any other lawful purpose.

9. Construction of New Improvements. At any time, and from time to time, during the term of this Lease, the District may construct an addition to the Building of up to 5,000 square feet on any part or all of the Premises and, in addition, may demolish, remove, replace, alter, relocate, reconstruct or add to any existing improvements located on the Premises. In connection with any such work, the District shall not jeopardize the structural integrity of the Garage and shall not unreasonably interfere with the operation, maintenance and parking in the lower two levels of the Garage, and the District shall comply with all applicable codes, ordinances, regulations and requirements for permits and approvals, including but not limited to building permits, zoning, land use and planning requirements and approvals and authorizations from various governmental agencies and bodies having jurisdiction. The District shall pay or cause to be paid the total cost and expenses in connection with the work. The District shall not suffer or permit to be enforced against the Premises or any part of it any mechanics, materials, contractors or subcontractors liens arising from any work performed or caused to be performed by the District on the Premises. However, the District may in good faith and at the District's own expense contest the validity of any such asserted lien, claim or demand. The District shall defend and indemnify the City against all liability and loss for personal injury and property damage caused by work performed on the Premises by the District.

10. Maintenance. Subject to the provisions of Section 17 below, throughout the term, the District shall, at the District's sole cost and expense, maintain the Premises and all improvements thereon (including the Building) in accordance with all applicable laws, rules, ordinances, orders and regulations. Subject to the provisions of Section 17, throughout the term the City shall, at the City's sole cost and expense, maintain the Garage (excluding the Premises) and the Property in good condition and repair and in accordance with all applicable laws, rules, ordinances, orders and regulations. Notwithstanding anything herein to the contrary, the City shall provide all labor, material and supervision necessary to maintain, repair and replace all landscaping features, irrigation systems and planting materials now or hereafter located in those areas of the Property, Garage and Building designated by red crosshatching on Exhibit B-1 in order to keep them in good condition

and repair. The District shall do the same, at its sole cost and expense, in regard to the landscaping features, irrigation systems and planting materials located in those areas marked in yellow on Exhibit B-1. The City, at its sole cost and expense, shall maintain, repair and replace the elevator, its corridor and shaft serving the Building as necessary to keep them in good condition and repair. The City, at its sole cost and expense, shall provide all labor, material and supervision necessary for the maintenance and repair of the parking area located on the Premises in order to keep the surface in good condition or repair, watertight and free of leaks; provided that the District, at its sole cost and expense, shall sweep and stripe the parking lot surface located on the Premises, shall maintain, repair and replace the parking lot signage on the Premises and shall cause the parking lot surface on the Premises to be scrubbed, vacuumed, cleaned and treated with A-8 Acrylic Sealer Number 561 (or an equivalent product) periodically, but in no event more often than once every 36 months.

11. Ownership of New Improvements. All improvements constructed on the Premises by the District shall be owned by the District until the expiration or sooner termination of the Lease.

12. Ownership at Termination. All improvements on the Premises existing at the expiration or sooner termination of this Lease, in their then as-is condition and without any warranty or representation by the District, shall then become the City's property free and clear of all claims to or against them by the District or any third person. The District shall execute all documents necessary to convey to the City title to all such improvements.

13. Encumbrances. During the term of this Lease and any extensions thereof, each party shall keep its interest in the Premises, Building, Garage and Property free and clear of all liens and encumbrances.

14. Assignment. Neither party shall have the right to assign, convey, or otherwise transfer its interest in the Premises, the Building, the Garage, or the Property without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

15. Insurance. Throughout the Lease term, the District, at its sole cost and expense, shall keep insured the Building and the premises and the City, at its sole cost and expense, shall keep insured the Garage against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement used for commercial structures. The amount of insurance shall be in the actual replacement cost of the Building and the Garage, respectively.

16. Liability Insurance. Throughout the Lease term, at the District's sole cost and expense, the District shall keep or cause to be kept in force commercial general liability insurance policy, naming the City as an additional insured, insuring against claims and liability for personal injury, death and property damage arising from the use, occupancy or condition of the Premises and the Building in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Throughout the Lease term, at the City's sole cost and expense, the City shall keep or cause to be kept in force a commercial general liability insurance policy, naming the District as an additional insured, insuring against claims and liability for personal injury, death or property damage arising from the use, occupancy or condition of the Garage and the Property, excluding the Premises, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence.

17. Proceeds of Property Insurance. The parties shall cooperate fully to obtain the largest possible recovery from each party's insurance coverage in the event of an insurable loss. The District shall be entitled to all the proceeds payable in connection with any damage or destruction to the Building. The City shall be entitled to all the proceeds payable in connection with any damage or destruction to the Garage. If, during the Lease term, the Building is totally or partially damaged or destroyed, the District may elect to repair and restore the Building or terminate the Lease. The District shall deliver notice of its election to the City within ninety (90) days after the event of damage or destruction. If during the Lease term, the Garage is totally or partially damaged or destroyed, the City shall restore or repair the Garage to substantially the same condition as existed immediately before such damage or destruction, provided insurance proceeds (when combined with any additional funds either of the parties is willing to contribute) are sufficient to cover the actual cost of repair and/or restoration and that the existing laws permit the repair and/or restoration. Such restoration, repairs, replacement, or rebuilding shall be commenced with reasonable promptness and prosecuted with reasonable diligence. If insurance proceeds (when combined with any additional funds either of the parties is willing to contribute) are insufficient to repair or restore the Garage to substantially the same condition as existed immediately before such damage or destruction or if the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party. Notwithstanding the foregoing, if the Building has been damaged or destroyed and the District has elected to terminate the Lease, neither party shall have any obligation to restore the Garage. Insurance proceeds not used as required herein for reconstruction or repair shall be retained by the party entitled to receive the proceeds.

18. Indemnification. The District shall defend, indemnify and hold the City harmless against and from any and all liability and claims of liability, for damages or injury to persons or property in

or about the Premises from any cause other than those damages or injuries caused by the fault of, negligence of, willful misconduct of, or breach of this Lease by the City, its agents, employees, contractors or consultants. The City shall defend, indemnify and hold the District harmless against and from any and all liability and claims of liability for damages or injury to persons or property in or about the Garage or Property, excluding the Premises, from any cause other than those damages or injuries caused by the fault of, negligence of, willful misconduct of, or breach of this Lease by the District, its agents, employees, contractors or consultants. Fault as used in this Section 18 includes fault as defined in RCW 4.22.015.

19. Condemnation.

a. Condemnation Defined. "Condemnation" shall mean the permanent taking in any proceeding by any governmental, quasi-governmental or private entity having powers of eminent domain or a temporary taking of space for an indefinite time or a time in excess of one hundred eighty (180) days.

b. District's Option to Terminate. The District shall have an option to terminate this Lease if twenty percent (20%) or more of the square footage of the Premises, the Building or other improvements on the Premises is taken, permanently or temporarily, by condemnation. The District shall exercise its option to terminate by giving the City written notice of its election to exercise such option not later than sixty (60) days after the date of issuance of a certificate of public use and necessity or its equivalent by a court or other tribunal having jurisdiction over the Building, to the condemning party. Such election and termination of this Lease shall be effective as of the date possession is taken by the condemning party.

c. Condemnation of Garage. If a portion of the Property is taken by condemnation and no portion of the Garage or Building or access thereto is taken, this Lease shall remain in full force and effect. If less than twenty-five percent (25%) of the Garage is taken by condemnation, the parties shall restore the Garage to substantially the same condition as it existed prior to such condemnation. The parties shall contribute to the costs of such restoration in accordance with the percentages referred to in Section 19(e). If more than twenty-five (25%) percent of the Garage is taken by condemnation, either party may terminate this Lease upon sixty (60) days prior notice to the other party. Such election and termination of this Lease shall be effective as of the date possession is taken by the condemning party.

d. Loss of Parking on Premises. If any portion of the parking area on the Premises is taken in connection with any condemnation, the City shall assign other parking stalls in the Garage to the District on an exclusive reserved basis to compensate the District on a one for one basis for the number of parking stalls

condemned. These parking stalls will be located, to the extent possible, on the parking level immediately below the Premises.

e. Condemnation Award. The entire amount of any award received by way of condemnation, including severance damage, shall be payable as follows: The District shall receive the entire award attributable to any portion of the Building or Premises taken and the City shall receive the entire award attributable to the Garage and to any portion of the Property taken. The District shall be entitled to seek a separate award for compensation or damages for cost of relocation, interruption of business and the District's personal property and fixtures taken.

20. District's Default. The failure of the District to perform or observe any other provision of this Lease on its part to be performed or observed within sixty (60) days after written notice thereof has been given by the City to the District particularly specifying the default shall be an event of default under this Lease; provided, however, if the nature of the District's obligation is such that more than sixty (60) days are required to cure the default, the District shall not be in default if the District commences performance within the sixty (60) day period and thereafter diligently prosecutes the same to completion.

21. City's Remedies. In the event of a default by the District and to the extent permitted by law, the City may terminate the Lease and recover from the District all sums owed by the District to the City under the Lease and/or the City may, but shall not be obligated, to cure any default at the District's cost or to obtain specific performance by the City. If the City, at any time, by reason of the District's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the City shall be due immediately from the District to the City at the time the sum is paid; provided, however, that the District shall have the right to contest the reasonableness of the amount of any such payment or the purpose for which such payment was made.

22. Default by the City

The failure by the City to perform or observe any provision of this Lease on its part to be performed or observed within sixty (60) days after written notice thereof has been given by the District to the City particularly specifying the default shall be an event of default under this Lease; provided, however, that if the nature of the City's obligation is such that more than sixty (60) days are required to cure the fault, then the City shall not be in default hereunder if the City commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion.

23. District's Remedies. In the event of a default by the City and to the extent permitted by law, the District may terminate the Lease and recover from the City all sums owed by the City to the District under the Lease and/or the District may, but shall not be obligated, to cure any default at the City's cost or obtain specific performance by the City. If the District, at any time, by reason of the City's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the District shall be due immediately from the City to the District at the time the sum is paid; provided, however, that the City shall have the right to contest the reasonableness of the amount of any such payment or the purpose for which such payment was made.

24. Default Interest. Any sums owed by either party to the other not paid when due shall accrue interest at the rate of twelve percent (12%) per annum from the date such sums were paid until the same are reimbursed by the owing party.

25. Covenants of Title, Authority and Quiet Enjoyment.

a. Covenants of Title and Authority. The City covenants and warrants that the City has full right and lawful authority to enter into this Lease and that the City upon the date of execution (a) is lawfully seized of the Premises; (b) has full right and authority to execute this Lease; and (c) has full right and authority to deliver the Premises free and clear of all contracts, restrictions, liens, and encumbrances of any nature whatsoever.

b. Quiet Possession. The City further covenants and warrants that the District shall have and enjoy during the Lease term and any extensions thereof the quiet and undisturbed possession of the Premises together with all appurtenances appertaining or appended thereto.

26. Notices. All notices and demands shall be in writing and shall be delivered to the parties personally or by certified mail, postage prepaid and return receipt requested, at the addresses below for the respective parties unless such address is changed by ten (10) days' written notice to the other party in the manner provided herein:

To the District: King County Rural Library District
300 8th Avenue North
Seattle, Washington 98109-5191
Attn: Director

To the City: City of Kirkland
123 5th Avenue
Kirkland, Washington 98033-6189
Attn: City Manager

All such notices shall be deemed received within two (2) business days after deposit in the mail as provided in this Section.

27. Attorneys' Fees. If either party institutes an action to enforce its rights under this Lease, the prevailing party at trial and/or on appeal or in a bankruptcy or receivership proceeding shall be entitled to recover its attorneys' fees and costs incurred.

28. Waiver of Subrogation. The City and the District shall each procure an appropriate clause in, or an endorsement to, any policy of fire and special peril insurance covering the Building and the Garage, and the personal property, fixtures and equipment located in or on the Building or Garage, in which the insurance companies waive subrogation or consent to a waiver of right of recovery, and each party agrees that it shall not make any claim against or seek to recover from the other for any loss of or damage to its property resulting from fire or other hazards covered and paid by such insurance, notwithstanding any other provisions of this Lease to the contrary; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses or endorsements consenting to a waiver of right of recovery, and shall be co-extensive therewith. If either party is unable to obtain such a clause or endorsement, it shall promptly notify the other party and the other party shall be relieved of its obligation under this Section.

29. Miscellaneous

a. Lease Supersedes Prior Agreements. Except for that Interlocal Agreement and Supplement to Interlocal Agreement previously entered into by the parties, this Lease supersedes any prior agreements regarding the matters addressed herein and contains the entire agreement of the parties regarding such matters. This lease and the agreements herein are intended by the parties to operate in conjunction with the Interlocal Agreement and Supplemental Interlocal Agreement previously entered into by the parties; provided however that the terms of this Lease shall supersede any inconsistent terms in the interlocal agreements. No other agreement, statement or promise made by any party or any employee, officer or agent of any party that is not in writing and signed by the parties to this Lease shall be binding.

b. Amendments. Any amendments to this Lease shall be in writing and signed by the parties hereto.

c. Construction. The provisions of this Lease were negotiated by the parties hereto and this Lease shall be deemed to have been drafted mutually by the parties hereto.

d. Section Headings. The section headings throughout this Lease are for convenience and reference only and the words

contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Lease.

e. Successors. This Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

f. Time of the Essence. Time is of the essence of this Lease.

g. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

h. Illegality. If any provision of this Lease shall prove to be invalid, void or illegal, it shall in no manner or way affect, impair or invalidate any other provision of this Lease.

i. Recording. Concurrently with the signing of this Lease, the parties shall sign a Memorandum of Lease in the form attached hereto as Exhibit C. The District shall cause the Memorandum of Lease to be recorded at its cost.

30. Transfer of Building. Concurrently with the signing of this Lease, the City shall execute and record an instrument sufficient to transfer to the District any ownership interest that the City may have in the Building, free of liens and encumbrances.

Executed as of the day and year first above written.

City of Kirkland

By: _____

Its: _____

King County Rural Library District

By: _____

Its: _____

Exhibits:

- A - Property Legal Description
- B-1 Diagram of Landscaping Areas
- B-2 Diagram of Premises
- C - Memorandum of Lease

R-3899

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of the City of Kirkland, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 1994.

(Seal or stamp)

Notary Signature

Print/Type Name
Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of the King County Rural Library District, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 1994.

(Seal or stamp)

Notary Signature

Print/Type Name
Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

Exhibit A

R-3899

Property Legal Description

All that portion of the following described parcel:

That portion of the Government Lot 5 and of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 05, Township 25 N., Range 5 E., W.M., as described as follows: Beginning at a point distant N 89°39'00" E, along the South line of said Section, 1511.50 feet and N. 00°21'00" W, 30 feet from the meander corner common to Sections 5 and 8 of said Township and Range, and running thence S 89°39'00" W, parallel to the South line of said Section 5, a distance of 721.50 feet; Thence N 00°21'00" W, 623.14 feet, more or less, to the Southerly line of Central Avenue in Kirkland Terrace, as per plat recorded in Volume 21 of Plats on page 42, records of King County, (formerly Lake Avenue in the plat of the Town of Kirkland, as per plat recorded in Volume 6 of Plats, on page 53, records of King County); Thence N 70°04'15" E, along the Southerly line of said Central Avenue, 141.12 feet to an angle point in said Southerly line; Thence N 63°26'15" E, along said Southerly line 656.01 feet, more or less, to a point which bears N 00°21'00" E, 960.20 feet more or less, to the point of beginning; EXCEPT portion taken by King County for road purposes, situate in the City of Kirkland, King County, Washington.

more particularly described as follows:

Commencing at point at the intersection of the Easterly margin of 3rd Street with the Northerly margin or Kirkland Avenue, said Easterly margin being 90.00 feet offset from the monumented centerline of 3rd Street and said Northerly margin being 30.00 feet Northerly of the monumented centerline of Kirkland Avenue, said point also being the True Point of Beginning; Thence N 45°21'00" W, along said Easterly margin of 3rd Street, 28.28 feet to a point offset 70.00 feet from the centerline of 3rd Street; Thence, continuing along said Easterly margin, N 06°05'21" W, 200.00 feet; Thence N 00°21'00" W, 74.18 feet; Thence, leaving said Easterly margin, S 89°40'30" E, along a line parallel with and offset 10.00 feet Southerly of the projection of

the Southerly face of an existing retaining wall, 86.10 feet; Thence N 01°30'47" E, along the projection of the Westerly face of an existing retaining wall, 67.72 feet, more or less, to the existing ballfield fence; Thence S 83°25'46" E, along said fence, 178.00 feet; Thence S 00°17'08" E, along the projection of the Westerly swimming pool fence line, 338.40 feet, more or less, to the Northerly margin of Kirkland Avenue; Thence S returning to the point of beginning.

(Said parcel having an area of 84,950 square feet or 1.95 acres, more or less.)

After recording,
return to:
David D. Buck, Esq.
Riddell, Williams, Bullitt & Walkinshaw
1001 Fourth Avenue Plaza, Suite 4400
Seattle, Washington 98154
(206) 624-3600

Exhibit C

Memorandum of Lease

THIS MEMORANDUM OF LEASE is made effective this 1st day of August, 1994, between the City of Kirkland ("Lessor") and King County Rural Library District ("Lessee").

Lessor and Lessee entered into a Lease Agreement, dated August 1, 1994, pursuant to which Lessor leased to Lessee and Lessee leased from Lessor certain real property located in the City of Kirkland, County of King, State of Washington, described in Exhibit A attached to this Memorandum of Lease, for a term of thirty (30) years, commencing on or about August 1, 1994 and ending August 1, 2024, which term is subject to extension by Lessee.

This Memorandum is not a complete summary of the Lease Agreement. Provisions of this Memorandum should not be used in interpreting the provisions of the Lease Agreement. In the event of conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control. This Memorandum is executed solely for the purpose of recording and making public notice of the existence of the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

LESSOR:

CITY OF KIRKLAND

By _____
Its _____

LESSEE:

KING COUNTY RURAL LIBRARY DISTRICT

By _____
Its _____

R-3899

After recording,
return to:
David D. Buck, Esq.
Riddell, Williams, Bullitt & Walkinshaw
1001 Fourth Avenue Plaza, Suite 4400
Seattle, Washington 98154
(206) 624-3600

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IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

LESSOR:

CITY OF KIRKLAND

By _____
Its _____

LESSEE:

KING COUNTY RURAL LIBRARY DISTRICT

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ and is the person who appeared before me, and he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of the City of Kirkland to be the free and voluntary act of such City for the uses and purposes mentioned in the instrument.

DATED: August, _____, 1994.

(Seal or stamp)

Notary Signature

Print/Type Name
Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of King County Rural Library District, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: August, _____, 1994.

(Seal or stamp)

Notary Signature

Print/Type Name
Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____