

RESOLUTION R-4746

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE
AGREEMENT FOR THE USE OF THE NORTH KIRKLAND COMMUNITY
CENTER PARKING LOT

WHEREAS, the Holy Spirit Lutheran Church ("the Church") is
interested in the use of the North Kirkland Community Center parking
lot ("parking lot") for use by members and invitees of the Church on
Sundays; and

WHEREAS, the City of Kirkland is willing to lease the parking
lot; and

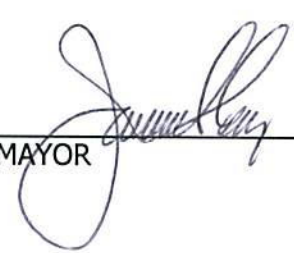
WHEREAS, the City of Kirkland and the Church have negotiated
the terms of a lease agreement between the City and the Church for
the lease of the parking lot for limited hours on Sundays; and

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 on behalf of the City a lease agreement substantially similar
to the agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open
meeting this 3rd day of March, 2009.

Signed in authentication thereof this 3rd day of March,
2009.


MAYOR

Attest:


City Clerk

**LEASE AGREEMENT
BETWEEN
THE CITY OF KIRKLAND
AND
HOLY SPIRIT LUTHERAN CHURCH
REGARDING THE USE OF
NORTH KIRKLAND COMMUNITY CENTER
PARKING LOT**

This lease Agreement ("the Agreement") is dated as of September 1, 2008, and entered into by and between the City of Kirkland ("the City"), a Washington municipal corporation, and the Holy Spirit Lutheran Church ("the Church").

WHEREAS, the Church is interested in the lease of the North Kirkland Community Center parking lot legally described as the West 75 feet of the west half of the east half of the south half of the southwest quarter of the northwest quarter of Section 29, Township 26 North, Range 5 east, W.M., in King County Washington; EXCEPT the south 30 feet thereof ("the Lot") on Sundays; and

WHEREAS, the City is the owner of the Lot and is willing to lease it to the Church on the following terms and conditions; and

NOW, THEREFORE, the parties agree as follows:

I. AREA LEASED

Parking Lot – The City hereby leases the Lot to the Church for use as a parking lot by members and invitees of the Church between the hours of 7:30 a.m. and 1:00 p.m. on Sundays of each week during the life of this Agreement.

II. TERM OF AGREEMENT

1. Effective Date of Agreement. This Agreement shall be effective September 1, 2008.
2. Term. The Term of this Agreement shall expire five (5) years after the effective date, unless terminated earlier pursuant to the provisions hereof.
3. Termination of Agreement. Upon no less than 6 month's notice to the City, the Church may terminate this Agreement. Upon no less than 6 month's notice to the Church, the City may terminate this Agreement.

III. CONSIDERATION OF LEASE AND PAYMENT SCHEDULE

As consideration for lease of the Lot, the Church will pay the City \$360.00 annually. The first payment will be due within 10 days of execution of the Agreement. The Church will pay an

additional \$ 360.00 each year of the Agreement, payable on September 1st of each year, for the duration of the Agreement.

IV. IMPROVEMENTS, ALTERATIONS, AND ADDITIONS TO THE PREMISES

1. The City shall, at its expense, maintain the Lot and landscaping in good repair.
2. The Church shall not alter the Lot without written City approval.

V. ACCEPTANCE OF LOT

The Church accepts the Lot in its condition as of the execution of this Agreement. The City shall be responsible for prompt repairs of the Lot unless damaged by the Church or its members.

VI. INDEMNIFICATION

The Church shall defend, indemnify and hold the City harmless from any and all claims, action, suits, losses, costs and expenses, including reasonable attorneys' fees, arising out of the use of the Lot by Church members and invitees in connection with Church services or activities, except for the sole negligence of the City, its officers, agents, or employees.

VII. INSURANCE

The Church shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Lot. The Church's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Church to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

1. Minimum Scope of Insurance

The Church shall obtain insurance of the types described below:

- a. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on the Church's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
- b. Property insurance shall be written on an all risk basis.

2. Minimum Amounts of Insurance

The Church shall maintain the following insurance limits:

- a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$5,000,000 general aggregate.
- b. Property insurance shall be written covering the full value of the Church's property and improvements with no coinsurance provisions.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

- a. The Church's insurance coverage shall be primary insurance as respects the City. Any Insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the Church's insurance and shall not contribute with it.
- b. The Church's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

5. Verification of Coverage

The Church shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the City's insurance requirements of the Church are met.

6. Waiver of Subrogation

The Church and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Lot. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

VIII. AMENDMENTS

No modification of this Agreement shall be effective unless in writing and signed by both parties.

IX. DISPUTE RESOLUTION

In the event a dispute arises as to whether the parties are complying with the terms of this Agreement, the parties agree to use the following dispute resolution procedure before pursuing any other remedy. First, either party may give notice to the other of the dispute and the City Manager and the Church President or their designees will meet within three (3) business days to attempt to resolve the dispute. If the dispute continues, either party may give written notice to the other and a Resolution Panel will be formed consisting of one member selected by the City Manager, one member selected by the Church President, and a third member selected by the first two. The City shall pay any costs or fees associated with the member it selects. The Church shall pay any costs or fees associated with the member it selects. The City and Church shall each pay one half of any costs or fees required for the third member. The parties agree to present the dispute to the Resolution Panel within twenty (20) calendar days after the written notice. The decision of the Resolution Panel will be announced within ten (10) business days.

X. TERMINATION

This Agreement shall have a term of five years from September 1, 2008 through August 31, 2013, and may thereafter be extended, or renewed, upon mutual written agreement. Notwithstanding the foregoing, this Agreement may be terminated at any time by mutual consent of both parties.

XI. MISCELLANEOUS

The parties hereto acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against either party on the basis of that party's having drafted the same.

This Agreement is the final and completely integrated agreement between the parties regarding it subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

HOLY SPIRIT LUTHERAN CHURCH

CITY OF KIRKLAND

By: _____
Jennifer Christensen, Council Secretary

By: _____
Marilynne Beard, Assistant City Manager

Date: _____

Date: _____

STATE OF WASHINGTON)

COUNTY OF KING) ss:

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jennifer Christensen, to me known to be the Council Secretary of Holy Spirit Lutheran Church, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Church, 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.

Print Name: _____
 NOTARY PUBLIC in and for the State
 Washington, residing _____
 Commission expires: _____

STATE OF WASHINGTON)

COUNTY OF KING) ss:

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marilynne Beard, to me known to be the Assistant 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 she was authorized to sign said instrument.

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

Print Name: _____
 NOTARY PUBLIC in and for the State
 Washington, residing _____
 Commission expires: _____

EXHIBITS

Exhibit A

License to Use Land for Off-Street Parking



LICENSE TO USE LAND FOR OFF-STREET PARKING

THE UNDERSIGNED owners of the real property described below hereinafter described as "Parcel A" does, by these presents, give permission and license to the owners of the real property hereinafter described as "Parcel B," to use said Parcel A in conjunction with their use of said Parcel B in order to provide off-street parking on Sundays between 7:30 a.m. and 1:00 p.m., not to exceed sixty-six (66) parking stalls required to be provided for Parcel B under the Kirkland Zoning Code.

The license and permission to use herein granted shall run with the land.

It is understood by the signers hereto that the occupancy permit issued by the City of Kirkland for Parcel B was issued in reliance upon this license or grant of permission, and said occupancy permit may be revoked by the City of Kirkland should this license be terminated resulting in a Parcel B off-street parking deficiency.

Parcel A hereinafter referred to is described as follows:

Parcel 1:

The West 75 feet of the west half of the east half of the south half of the southwest quarter of the northwest quarter of Section 29, Township 26 North, Range 5 east, W.M., in King County, Washington; EXCEPT the south 30 feet thereof.

Parcel 2:

Lot 1 of King County Short Plat 1278038, recorded under King County Recording Number 7905210873, and revised under King County Recording Number 8212200694, being a portion of the west half of the east half of the south half of the southwest quarter of the northwest quarter of Section 29, Township 26 North, Range 5 East, W.M., in King County, Washington.

DATED at Kirkland, Washington, this 4TH day of DECEMBER, 2023

PARCEL A**(Corporations Only)**

OWNER(S) OF REAL PROPERTY

City of Kirkland

(Name of Corporation)

By President Asst. City Attorney

By Secretary

(Corporations Only)

STATE OF WASHINGTON

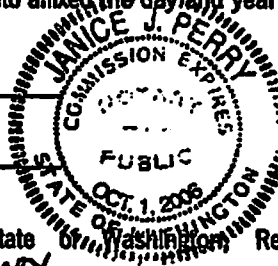
} SS.

County of King

On this 4th day of DECEMBER, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM R. EVANS to me, known to be the ASSISTANT CITY ATTORNEY 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.

Janice J. Perry
Notary's Signature
JANICE J. PERRY
Print Notary's Name



Notary Public in and for the State of Washington, Residing at: MEERLE Island, KING County

My commission expires: 10-01-2006

PARCEL B**(Corporations Only)**

OWNER(S) OF REAL PROPERTY

Holy Spirit Lutheran Church
(Name of Corporation)Douglas Jacobson
By President

By Secretary

(Corporations Only)

STATE OF WASHINGTON

} SS.

County of King

On this 20th day of October, 2003, before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and
sworn, Douglas Jacobson personally appearedand
to
me, known to be the President ~~(President)~~ and ~~Secretary~~, respectively, of
the
corporation that executed the License to Use Land for Off-Street Parking 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 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.Kelly M Hennessy
Notary's SignatureKelly M Hennessy
Print Notary's Name

Notary Public in and for the State of Washington, Residing at:

Mill Creek, WAMy commission expires: 11-19-05