

RESOLUTION R-5374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX TITLE TERMS OF SALE AGREEMENT WITH KING COUNTY, WASHINGTON FOR THE ACQUISITION OF ELEVEN PARCELS OF REAL PROPERTY LOCATED IN KIRKLAND, WASHINGTON.

1 WHEREAS, Washington State law empowers counties to take
2 possession of real property through foreclosure when the owners of
3 such properties fail to pay real property taxes within prescribed time
4 limits; and

5
6 WHEREAS, State law further empowers counties to dispose of
7 such properties at auction, and to retain or seek other means of disposal
8 for those properties that are not purchased at auction; and

9
10 WHEREAS, the City inquired about such properties located within
11 Kirkland, evaluated them, and offered to the County to purchase eleven
12 of the twenty-eight properties; and

13
14 WHEREAS, the County is willing to sell those eleven properties
15 to the City in As Is, Where Is condition for favorable terms.

16
17 NOW, THEREFORE, be it resolved by the City Council of the City
18 of Kirkland as follows:

19
20 Section 1. A proposed King County Tax Title Terms of Sale
21 Agreement is attached to this Resolution as Exhibit 1.

22
23 Section 2. The City Manager is hereby authorized and directed
24 to execute on behalf of the City of Kirkland the King County Tax Title
25 Terms of Sale Agreement for the properties described in Exhibit A to
26 that Agreement.

27
28 Passed by majority vote of the Kirkland City Council in open
29 meeting this 4th day of June, 2019.

30
31 Signed in authentication thereof this 4th day of June, 2019.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

KING COUNTY TAX TITLE TERMS of SALE

This is an offer by King County to sell real property under the “Terms” detailed below. By signing these Terms and providing King County with the full Payment of the Purchase Price, the Buyer accepts King County’s offer under the following Terms.

1. King County, a political subdivision of the State of Washington (the “Seller”) is the owner of that certain real property located in the city of Kirkland, King County, State of Washington, the legal descriptions of which is attached hereto as **Exhibit A** (the “Property”). The Property was the subject of a foreclosure order of the King County Superior Court and the Seller acquired the Real Property in trust for the taxing districts by virtue of RCW 84.64.200 in tax title status as the result of no qualifying bids being received at a tax foreclosure sale.
2. City of Kirkland, a municipal corporation (the “Buyer”), accepts Seller’s offer and agrees to purchase the Property under these Terms of Sale (the “Terms”). Buyer is advised and agrees that the Terms are not intended as legal advice, and if the Buyer has questions they shall seek the advice of an attorney.
3. In consideration of the conveyance of the Property, Buyer shall, in full payment therefore, pay to Seller a total purchase price of Thirty-Five Thousand and Five Hundred Dollars (\$35,500.00) (the “Purchase Price”). Buyer shall provide Seller with payment for the full amount of the Purchase Price (“Payment”) and a signed copy of the Terms. The agreement to purchase the Property shall be effective as of the date these are received by the Seller.
4. **Buyer acknowledges and agrees that the Property is sold “As Is” and “Where Is” without any representations or warranties expressed or implied.**
5. By agreeing to these Terms, and providing the Seller with the Payment and a signed copy of the Terms, Buyer enters into a binding contract to purchase the Property and agrees to and is subject to the Terms as a matter of contract.
6. Buyer is required to conduct all due diligence of the Property **prior to agreeing to the Terms and accepting Seller’s offer**. Buyer is to rely solely on their own investigation of the Property and shall not rely on any information provided or to be provided by Seller. Buyer acknowledges and agrees that King County is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of King County, any real estate broker, or any other person.
7. Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation; the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill,

migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

8. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives the right to receive from King County a seller disclosure statement ("Seller Disclosure Statement"). Nothing in any Seller Disclosure Statement delivered by King County creates a representation or warranty by King County, nor does it create any rights or obligations on any party.

9. By agreeing to the Terms, Buyer approves and accepts the Condition of the Property, and agrees to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects. Buyer shall have no recourse against King County for, and waives, releases and discharges forever King County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against King County arising from or in any way related to the Condition of the Property, including without limitation, matters related to Hazardous Substances or Environmental Laws.

10. Seller shall convey to Buyer the title to the Property by Quit Claim Deed in substantially the form attached hereto as EXHIBIT B. In conveying the Property by Quit Claim Deed, Seller makes no title warranties whatsoever and Buyer takes subject to all easements, leases, licenses, conditions, encroachments, restrictions, liens, taxes, assessments, fees, charges and other encumbrances (together "Encumbrances") whether such Encumbrances are of record or not. The Parties acknowledge and intend that any property interests in the Property in favor of the County in effect prior to the acquisition of the Property by the County at the tax foreclosure sale pursuant to RCW 84.64.200 did not merge with the County's tax title ownership of the Property and remain in full force and effect.

11. The Closing shall occur within fifteen (15) business days of the Seller receiving the signed Terms and the Payment. At the Closing, Seller shall execute the Quit Claim Deed, a Bill

of Sale in substantially the form of **Exhibit C**, and a Certificate of Non-Foreign Status substantially in the form of **Exhibit D**, shall record the executed Quit Claim Deed, and shall have the original Quit Claim Deed, Bill of Sale and Certificate of Non-Foreign Status mailed to Buyer at the address provided in Section 14 of the Terms. Seller shall not be responsible for payment of any taxes, assessments, fees or other charges related to the Property.

12. Buyer represents and warrants that Buyer has full power and authority to execute the Terms and to perform Buyer's obligations hereunder.

13. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Quit Claim Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

14. Buyer is to provide the below information:

City of Kirkland, a municipal corporation

Name in which Buyer would like to take title to the Property

123 Fifth Avenue, Kirkland WA 98033

Address

(425) 587-3000

Phone number

JStarbard@kirklandwa.gov

Email

EXECUTED on the dates set forth below.

Buyer: _____
(Signature)

By: _____
(Printed Name)

Title: _____

Date: _____

EXHIBIT A.

LEGAL DESCRIPTION

1. Assessor's Parcel Number 033310-0305

Parcel A, Aviavista Addition according to the plat thereof recorded in Volume 27 of plats, Page 35, records of King County, Washington.

2. Assessor's Parcel Number 111900-0290

Tract C, Broadridge, according to the Plat thereof recorded in Volume 91 of Plats, Page 37, records of King County, Washington.

3. Assessor's Parcel Number 172505-9020

That portion of the northwest quarter of Section 17, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:
Beginning on east line of plat of Fairview Addition to Houghton 613.8 feet south of north line of Government Lot 1;
Thence south 3.3 feet;
Thence east to west line of Northern Pacific right of way;
Thence northerly along west line of said right of way to a point due east of beginning;
Thence west to beginning.

4. Assessor's Parcel Number 212605-9253

That portion of the Northwest Quarter of the Southwest Quarter of Section 21 Township 26 North Range 5 East W.M. in King County Washington described as follows:
Beginning at the Northwest corner of said section;
Thence along the North Line thereof South 89° 17' 00" East 387.70 feet to the true point of beginning;
Thence South 00° 07' 19" 230 feet;
Thence North 00° 22' 00" West 230.01 feet;
Thence South 89° 17' 00" East 1.10 feet to the true point of beginning;
Less County Road.

5. Assessor's Parcel Number 212605-9257

The southwest one-half in width of that portion of vacated 127th Place N.E. (also known as N.E. 144th Way) in the northwest quarter of the northeast quarter of Section 21, Township 26 North, Range 5 East, in King County, Washington, as vacated under King County Ordinance Number 3940, recorded under Recording Number 7811290878, lying between the northerly prolongations of the east and west lines of Lot 4 of King County Short Plat Number 777051, Revised, recorded under Recording Number 7903080637.

6. Assessor's Parcel Number 212605-9277

That portion of the southwesterly half of vacated 127th Place N.E. (also known as N.E. 144th Way) within the northwest quarter of the northeast quarter of Section 21, Township 26 North, Range 5 East, W.M., in King County, Washington, as vacated under King County Ordinance Number 3940, lying northwesterly of the northerly extension of the east line of Lot 3, King County Short Plat Number 777051 Revised, recorded under Recording Number 7903080637.

7. Assessor's Parcel Number 302605-9269

A portion of the northeast quarter of the northwest quarter Section 30, Township 26 North, Range 5 East W.M., lying southerly of vacated M Paanen Road and Northeasterly of NE 132nd Way together with an adjacent portion of vacated M Paanen Road.

8. Assessor's Parcel Number 376550-0220

Tract A, Juanita Vista Division C, according the plat thereof recorded in Volume 72 of Plats, Page 83, in King County, Washington.

9. Assessor's Parcel Number 398270-1140

Lot 49, Block 12, Lake Avenue Addition to Kirkland, according to the plat thereof recorded in Volume 6 of Plats, Page 86, in King County Washington;
EXCEPT, the Northern Pacific right of way as conveyed by deed recorded under Recording Number 266866.

10. Assessor's Parcel Number 398270-3335

Lot 10, Block 25, Lake Avenue Addition to Kirkland, according to the plat thereof recorded in Volume 6 of Plats, Page 86, in King County Washington;
LESS the Northern Pacific right of way.

11. Assessor's Parcel Number 417300-0190

Tract A, Lamont Addition, according to the plat thereof recorded in Volume 96 of Plats, Page 37, in King County, Washington.

EXHIBIT B.

QUIT CLAIM DEED

AFTER RECORDING RETURN TO:

The City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

QUIT CLAIM DEED

Grantor -- King County, Washington
Grantee -- City of Kirkland, a municipal corporation
Legal ---- Parcel A Aviavista Add V. 27 P. 35
Tract C Broadridge V.91 P.37
Ptn. NW 17-25-5
Ptn. SW 21-26-5
Ptn. NE 21-26-5
Ptn. NW 30-26-5
Tract A Juanita Vista Div C V.72 P.83
Lot 49 Block 12 Lake Ave Add V.6 P.86
Lot 10 Block 25 Lake Ave Add V.6 P.86
Tract A Lamont Add V.96 P.37
Tax Acct. -- 033310-0305, 111900-0290, 172505-9020, 212605-9253, 212605-9257, 212605-9277, 302605-9269, 376550-0220, 398270-1140, 398270-3335, 417300-0190

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of \$35,500.00, conveys and quitclaims to Grantee, city of Kirkland, a municipal corporation, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after acquired title.

The real property was the subject of a foreclosure order of the King County Superior Court and the Grantor acquired the real property in trust for the taxing districts by virtue of RCW 84.64.200. Grantor holds tax title properties in trust for the taxing districts as provided in RCW 36.35.020. Grantor is conveying the real property to Grantee as provided for in RCW ch. 36.35

GRANTOR

KING COUNTY

BY: _____
Bryan Hague, Manager Real Estate Services

DATE: _____

Approved as to Form:

BY: _____
Deputy Prosecuting Attorney

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bryan Hague, to me known to be the Manager, Real Estate Services Section of the Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.
Notary Public in and for the
State of Washington, residing

Signature

Printed Name

Notary Public in and for the
State of Washington, residing at

City and State

My appointment expires _____

EXHIBIT A
To Quit Claim Deed

Legal Description

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Thence east to west line of Northern Pacific right of way;
Thence northerly along west line of said right of way to a point due east of beginning;
Thence west to beginning.

4. Assessor's Parcel Number 212605-9253

That portion of the Northwest Quarter of the Southwest Quarter of Section 21 Township 26 North Range 5 East W.M. in King County Washington described as follows:
Beginning at the Northwest corner of said section;
Thence along the North Line thereof South 89° 17' 00" East 387.70 feet to the true point of beginning;
Thence South 00° 07' 19" 230 feet;
Thence North 00° 22' 00" West 230.01 feet;
Thence South 89° 17' 00" East 1.10 feet to the true point of beginning;
Less County Road.

5. Assessor's Parcel Number 212605-9257

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11. Assessor's Parcel Number 417300-0190

Tract A, Lamont Addition, according to the plat thereof recorded in Volume 96 of Plats, Page 37, in King County, Washington.

EXHIBIT C.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this ____ day of _____, 2019, by KING COUNTY, a political subdivision of the State of Washington ("Seller"), in favor of city of Kirkland, a municipal corporation ("Buyer").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller's right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____
Name: Bryan Hague
Title: Manager, Real Estate Services

EXHIBIT A

To Bill of Sale and Assignment

Legal Description

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EXHIBIT D.

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 2019.

King County, Transferor:

By: _____
Name: Bryan Hague
Title: Manager, Real Estate Services