



INFORMATIONAL MEMORANDUM

TO: Community Development & Neighborhoods Committee

FROM: Rick Still, Parks & Recreation Director

CC: Mayor Ekberg

DATE: March 20, 2019

SUBJECT: King County Tax Title Terms of Sale

ISSUE

Acquire property located at 5751 S 130th Place, Tukwila WA 98168 through the King County Tax Title process.

BACKGROUND

King County Real Estate Services planned to auction sale a small parcel of vacant land along the Green River and across from Foster Golf Links. The property address is 5751 S 130th Place, Tukwila WA 98168.

King County staff explained that the price of the land is for: 1) the cost of foreclosure and sale, and 2) to reimburse the appropriate taxing district for the equity of tax owned at the time of foreclosure. There is no "profit" for the County with the sale of this land.

DISCUSSION

The property under consideration for acquisition is 1,600 square feet in size, has approximately 216 feet of waterfront and is a relatively steep slope (approximately 30% average) from S. 130th to the river. The tree covered parcel provides morning shade to the Green River. There would be minimum annual maintenance work for this site.

FINANCIAL IMPACT

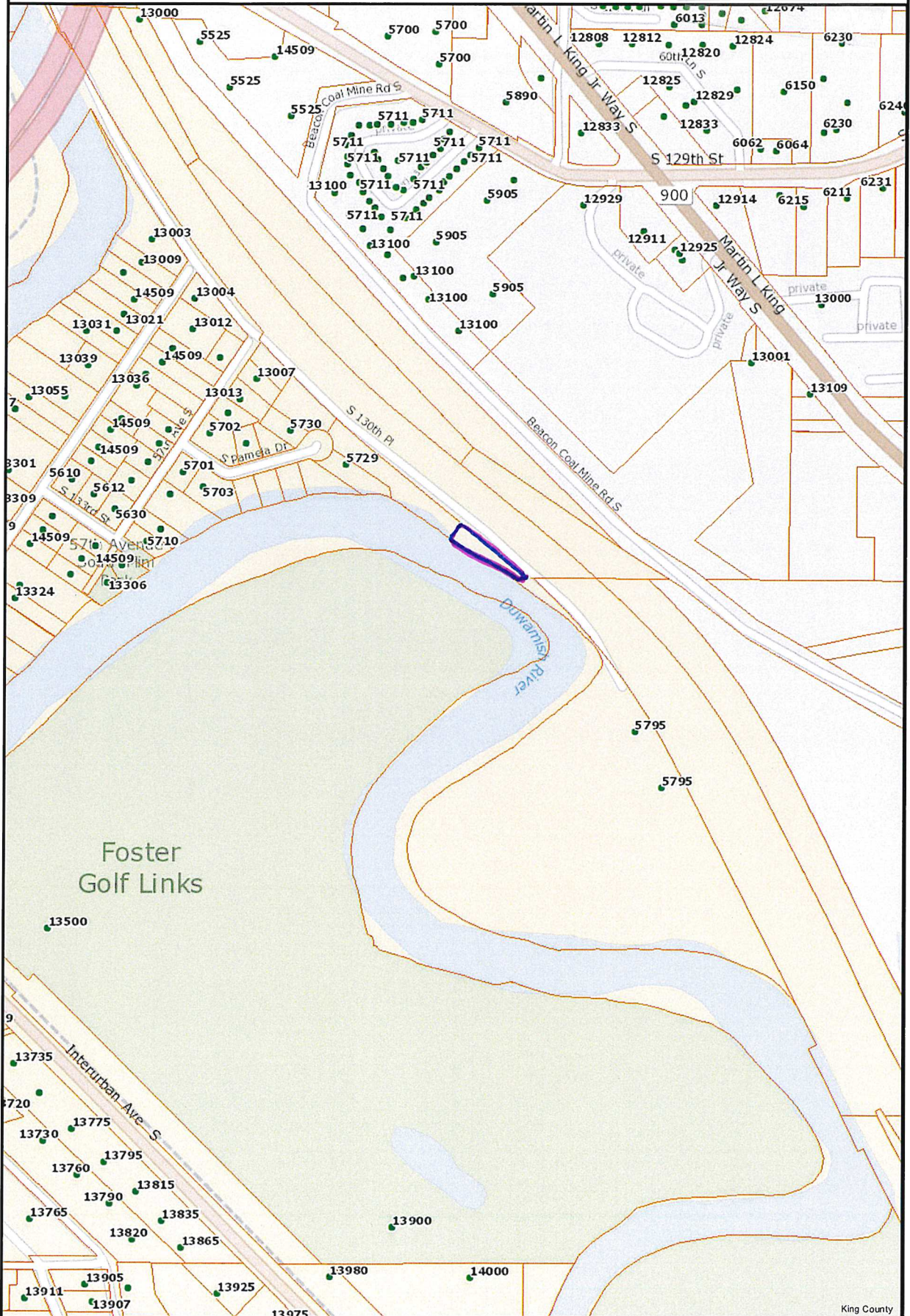
The Fiscal Impact for this acquisition is \$3,000.

RECOMMENDATION

The Council Committee is being asked to consider this item and forward to the Consent Agenda at the April 1, 2019 Regular Meeting to approve the Mayor to sign the King County Tax Title Terms of Sale.

ATTACHMENTS

- A. Location Maps
- B. King County Tax Title Terms of Sale



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Date:
Notes:



King County iMap



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King County iMap



Fishers, King County, King County

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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 at XX S 130th Place King County, State of Washington, the legal description 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 deed under Recording Number 20140303000511 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. The City of Tukwila, 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 Three-Thousand Dollars (\$3,000) (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 Tukwila, a municipal corporation
Name in which Buyer would like to take title to the Property

6200 Southcenter Blvd Tukwila, WA 98188
Address

206-433-1800
Phone number

Rick.Still@TukwilaWA.gov
Email

EXECUTED on the dates set forth below.

Buyer: _____ (signature)
By: _____ (printed name)
Title: _____
Date: _____

EXHIBIT A.

LEGAL DESCRIPTION

TRACT 76, EAST RIVERTON GARDEN TRACTS SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON,

LESS NORTHERN PACIFIC RAILROAD RIGHT OF WAY;

ALSO LESS THAT PORTION NORTHWESTERLY OF LINE PARALLEL WITH AND 785.70 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID TRACT MEASURED ALONG THE SOUTHWESTERLY LINE OF RIGHT OF WAY.

APN: 217200-0385-03

EXHIBIT B.

QUIT CLAIM DEED

AFTER RECORDING RETURN TO:

City of Tukwila
6200 Southcenter Blvd
Tukwila, WA 98188
Attn: Rick Still

QUIT CLAIM DEED

Grantor -- King County, Washington
Grantee -- City of Tukwila
Legal ---- PTN TRCT 76 EAST RIVERTON GARDEN TRACTS V. 12 P. 79
Tax Acct. - 217200-0385

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of \$3,000, conveys and quitclaims to Grantee, city of Tukwila, 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

EXHIBIT A
To Quit Claim Deed

Legal Description

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APN: 217200-0385-03

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 _____, a _____ (“**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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APN: 217200-0385-03

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