

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project/Property: Northeast corner of NE 76th St. & 178th/180th Ave. NE, KC Parcel 1225059210

Type of Agreement: Purchase Agreement

Description: Purchase of a 1,320 sq. ft. surplus King County lot for \$1,800.
Purchase Agreement and money must be submitted to King County no later than 7/20/2020

Contract Amount, Original: \$1,800 Amended Amount: _____

**Council Approval Date: _____ Nature of Funding: _____

Project Administrator: Terry Marpert Mailstop: 3NFN Phone: X 2428

Anticipated Start Date: n/a Funding: n/a

Does this contract contain the purchase of technology related items/services? YES NO

If Yes, route to the I.S. Manager (3SFN).

I.S. Signature _____

Will federal funds be used to pay for all or part of contract? YES NO

If Yes, check for debarment at www.sam.gov
 (Print results and keep a copy in project file)

DocuSigned by:
 Department Director/ Designee Signature Malisa Files (Director) Date 7/19/2020
5D93498632E44CA...

Comments: Finance Director

Account Numbers/Distribution NIGP/Commodity Code: _____

ROUTING PROCESS: (1 document)

To: City Clerk	<u>Cheryl Xanthos</u> <small>(for routing to King)</small>	Date <u>7/20/2020</u>
Risk Manager	<u>Malisa Files (Risk Manager)</u> <small>(Signature of Initials)</small>	Date <u>7/19/2020</u>
City Attorney	<u>Jim Haney</u> <small>(Signature of Initials)</small>	Date <u>7/20/2020</u>
<i>(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for City Council approval)</i>		
Mayor	<u>Angela Birney</u> <small>(Signature of Initials)</small>	Date <u>7/20/2020</u>
City Clerk	<u>Cheryl Xanthos</u> <small>(Signature of Initials)</small>	Date <u>7/20/2020</u>

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier ID _____ Date Received _____ Agreement # _____

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 178th PI NE, Redmond, 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 199901250967 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 Redmond, a Washington 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 One Thousand Eight Hundred Dollars (\$1,800) (the “Purchase Price”). Buyer shall provide Seller with a **certified check** 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 thirty (30) 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 Redmond

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

**PO Box 97010, MS: 3NFN
Redmond, WA 98073-9710**

Address

425-556-2428

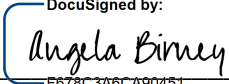
Phone number

RealProperty@redmond.gov

Email

EXECUTED on the dates set forth below.

Buyer: Angela Birney
(Printed Name) **Mayor of Redmond**

By: 
(Signature) F678C3A6CA90451...

Date: 7/20/2020

EXHIBIT A.

LEGAL DESCRIPTION

That portion of the northeast quarter of Section 12, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of the east 30 feet of said northeast quarter, south $01^{\circ}26'28''$ west along the said east line 813.89 feet and north $88^{\circ}33'32''$ west 30 feet to the northeast corner of said section;

thence south $12^{\circ}50'00''$ west 168.75 feet;

thence south $29^{\circ}38'47''$ east along the northeasterly margin of county road 16.05 feet;

thence north $11^{\circ}34'33''$ east 157.04 feet;

thence north $01^{\circ}26'28''$ west along said west line 27.00 feet to point of beginning.

APN: 122505-9210

EXHIBIT B.

QUIT CLAIM DEED

AFTER RECORDING RETURN TO:

City of Redmond

Finance-Real Property

PO Box 97010

Redmond, WA 98073-9710

QUIT CLAIM DEED

Grantor - - King County, Washington

Grantee - - City of Redmond, a municipal corporation

Legal - - - - PTN NE ¼ 12-25-05

Tax Acct. - 122505-9210

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of \$1,800, conveys and quitclaims to Grantee, City of Redmond, a 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:

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2020, 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 of the Real Estate Services section of the King County 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

Printed Name

at _____

City and State

My appointment expires _____

EXHIBIT A
To Quit Claim Deed

Legal Description

That portion of the northeast quarter of Section 12, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of the east 30 feet of said northeast quarter, south 01°26'28" west along the said east line 813.89 feet and north 88°33'32" west 30 feet to the northeast corner of said section;

thence south 12°50'00" west 168.75 feet;

thence south 29°38'47" east along the northeasterly margin of county road 16.05 feet;

thence north 11°34'33" east 157.04 feet;

thence north 01°26'28" west along said west line 27.00 feet to point of beginning.

APN: 122505-9210

EXHIBIT C.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this ____ day of _____, 2020, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of City of Redmond, 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

That portion of the northeast quarter of Section 12, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of the east 30 feet of said northeast quarter, south 01°26'28" west along the said east line 813.89 feet and north 88°33'32" west 30 feet to the northeast corner of said section;

thence south 12°50'00" west 168.75 feet;

thence south 29°38'47" east along the northeasterly margin of county road 16.05 feet;

thence north 11°34'33" east 157.04 feet;

thence north 01°26'28" west along said west line 27.00 feet to point of beginning.

APN: 122505-9210

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 _____, 2020.

King County, Transferor:

By: _____

Name: Bryan Hague

Title: Manager, Real Estate Services

Certificate Of Completion

Envelope Id: BE541BE147124065B36AF1B1F59EE6D5	Status: Completed
Subject: Please DocuSign: Routing template.docx, Escrow 122505-9210_TOS.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 7
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terence C. Marpert
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	TMARP@REDMOND.GOV
	IP Address: 50.106.17.125

Record Tracking

Status: Original	Holder: Terence C. Marpert	Location: DocuSign
7/16/2020 2:48:27 PM	TMARP@REDMOND.GOV	

Signer Events

Malisa Files (Director)
mfiles@redmond.gov
Finance Director

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Malisa Files (Director)
5D93498632E44CA...

Signature Adoption: Pre-selected Style
Using IP Address: 71.227.179.100

Timestamp

Sent: 7/16/2020 3:00:31 PM
Viewed: 7/19/2020 2:26:53 PM
Signed: 7/19/2020 2:27:10 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Malisa Files (Risk Manager)
riskcontracts@redmond.gov

Security Level: Email, Account Authentication (None)

DocuSigned by:
Malisa Files (Risk Manager)
581CDD1AF985491...

Signature Adoption: Pre-selected Style
Using IP Address: 71.227.179.100

Sent: 7/19/2020 2:27:11 PM
Viewed: 7/19/2020 2:29:53 PM
Signed: 7/19/2020 2:30:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jim Haney
jhaney@omwlaw.com

Security Level: Email, Account Authentication (None)

DocuSigned by:
Jim Haney
85394CE98994B5...

Signature Adoption: Pre-selected Style
Using IP Address: 104.42.117.126

Sent: 7/19/2020 2:30:02 PM
Viewed: 7/20/2020 7:38:10 AM
Signed: 7/20/2020 7:38:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheryl Xanthos
clerkcontracts@redmond.gov

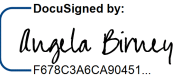
Security Level: Email, Account Authentication (None)

DocuSigned by:
Cheryl Xanthos
E725E89818E4E1...

Signature Adoption: Pre-selected Style
Using IP Address: 73.221.57.9

Sent: 7/20/2020 7:38:47 AM
Viewed: 7/20/2020 7:48:14 AM
Signed: 7/20/2020 7:48:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Angela Birney abirney@redmond.gov Mayor Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 71.231.182.30</p>	Sent: 7/20/2020 7:48:25 AM Viewed: 7/20/2020 8:03:25 AM Signed: 7/20/2020 8:03:37 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	7/20/2020 7:48:25 AM
Certified Delivered	Security Checked	7/20/2020 8:03:25 AM
Signing Complete	Security Checked	7/20/2020 8:03:37 AM
Completed	Security Checked	7/20/2020 8:03:37 AM

Payment Events	Status	Timestamps
----------------	--------	------------