



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 18, 2017

Ordinance 18494

Proposed No. 2017-0053.2

Sponsors Upthegrove

1 AN ORDINANCE relating to the sale of the tax title
2 property located at 220XX 24th Avenue South, Des
3 Moines, Washington, in council district five.

4 **STATEMENT OF FACTS:**

- 5 1. The facilities management division declared the tax title property
6 located at 220XX 24th Avenue South, Des Moines, Washington, located
7 within council district five, surplus to its needs on October 3, 2016.
- 8 2. The facilities management division offered the property to other county
9 agencies on October 4, 2016, and received no interest.
- 10 3. The facilities management division found the property unsuitable for
11 affordable housing development on October 28, 2016.
- 12 4. The facilities management division declared the property surplus to the
13 current and future foreseeable needs of the county on November 16, 2016.
- 14 5. The property was marketed through the required public notice in the
15 Seattle Times in accordance with RCW 36.35.120 and via direct
16 notification of the four adjoining property owners.
- 17 6. The county received one bid and accepted a purchase price of \$17,000
18 on November 22, 2016.

19 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

20 SECTION 1. The executive is authorized to convey the 220XX 24th Avenue
 21 South, tax title parcel to U.S. Bank National Association, as Trustee for the holders of
 22 First Franklin Mortgage Loan Trust 2006-FF12 Mortgage Pass-Through Certificates,
 23 Series 2006-FF12, consistent with a purchase and sale agreement substantially in the
 24 form of Attachment A to this ordinance, and to take all actions necessary to implement
 25 the terms of the purchase and sale agreement.
 26

Ordinance 18494 was introduced on 2/27/2017 and passed by the Metropolitan King County Council on 4/17/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
 Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
 and Ms. Balducci
 No: 0
 Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Melani Pedroza, Acting Clerk of the Council

RECEIVED
 2017 APR 26 PM 3:31
 KING COUNTY COUNCIL CLERK

APPROVED this 20th day of April, 2017.

Dow Constantine, County Executive

Attachments: A. Purchase and Sale Agreement

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

any, owned by Seller and attached, appurtenant to or used in connection with the Real Property ("Personal Property");

1.1.4. all of Seller's easements and other rights that are appurtenant to the Real Property including but not limited to, Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

ARTICLE 2. PURCHASE PRICE AND CLOSING

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, Buyer shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of Seventeen-Thousand and 00/100 dollars (\$17,000) (the "Purchase Price"). Buyer submitted the full amount of the Purchase Price ("Deposit") with Buyer's Offer to Purchase Tax Title Property. The Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit will be applied as a credit against the Purchase Price at Closing that will result in full payment of the Purchase Price.

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF BUYER, CONDITION OF PROPERTY AND TITLE

3.1. REPRESENTATIONS AND WARRANTIES OF BUYER'S AUTHORITY. As of the date hereof and as of the Closing Date, Buyer represents and warrants that:

3.1.1. ORGANIZATION. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a Corporation and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

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; or

(h) Any other matter with respect to the Property.

3.2.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.2.2 of this Agreement.

(b) Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller 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 Seller, any real estate broker, or any other person.

(c) 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, 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. Buyer shall have no recourse against Seller for, and waives, releases and discharges forever Seller 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

conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date ("Council Approval Period"). Seller may extend the Council Approval Period for up to an additional ninety (90) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

4.2 CLOSING. The Closing shall occur within fifteen (15) business days of satisfaction of the Council Approval Contingency. At the Closing, Seller shall execute the Tax Title 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 Tax Title Deed, and shall have the original Tax Title Deed, Bill of Sale and Certificate of Non-Foreign Status mailed to Buyer at the address provided in Section 5.4 of this Agreement. Seller shall not be responsible for payment of any taxes, assessments, fees or other charges related to the Property. The Deposit shall be applied as a credit against the Purchase Price at the Closing and retained by the County.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

5.2. DEFAULT AND ATTORNEYS' FEES.

5.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain five percent (5%) of the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

5.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

5.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

5.3. TIME.

5.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of

5.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

5.10. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

5.11. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

5.12. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

5.13. ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

5.14. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

5.15. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

EXHIBIT A.

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE NORTH LINE AND BETWEEN THE EAST AND WEST LINES EXTENDED NORTH OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 708.75 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 400 FEET, MORE OR LESS, TO THE NORTH LINE OF VASHON AVENUE, NOW S SOUTH 222ND STREET;

THENCE EAST ALONG SAID NORTH LINE, 236.25 FEET;

THENCE NORTH 193 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 185 FEET;

THENCE WEST 100 FEET;

THENCE SOUTH 185 FEET;

THENCE EAST 100 FEET TO THE TRUE POINT OF BEGINNING, THE EAST LINE OF WHICH IS CONTIGUOUS TO THE WEST LINE OF PROPERTY DESCRIBED IN SURVEY RECORDED JULY 11, 1980, UNDER RECORDING NUMBER 8007119002

APN: 092204-9387-05

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE NORTH LINE AND BETWEEN THE EAST AND WEST LINES EXTENDED NORTH OF THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING 708.75 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 400 FEET, MORE OR LESS, TO THE NORTH LINE OF VASHON AVENUE, NOW S SOUTH 222ND STREET;
THENCE EAST ALONG SAID NORTH LINE, 236.25 FEET;
THENCE NORTH 193 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 185 FEET;
THENCE WEST 100 FEET;
THENCE SOUTH 185 FEET;
THENCE EAST 100 FEET TO THE TRUE POINT OF BEGINNING, THE EAST LINE OF WHICH IS CONTIGUOUS TO THE WEST LINE OF PROPERTY DESCRIBED IN SURVEY RECORDED JULY 11, 1980, UNDER RECORDING NUMBER 8007119002 APN: 092204-9387-05,

U.S. Bank National Association, as Trustee for the holders of First Franklin Mortgage Loan Trust 2006-FF12 Mortgage Pass-Through Certificates, Series 2006-FF12 being the highest and best bidder at the sale, and the sum being the highest and best sum bid at the sale;

NOW, THEREFORE, Know ye that King County, in consideration of the premises and by virtue of the statutes of the state of Washington, in such cases made and provided, do hereby grant and convey unto U.S. Bank National Association, as Trustee for the holders of First Franklin Mortgage Loan Trust 2006-FF12 Mortgage Pass-Through Certificates, Series 2006-FF12, heirs and assigns, forever, the real property hereinbefore described, as fully and completely as the party of the first part can by virtue of the premises convey the same, 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.

GRANTOR
KING COUNTY

BY: Anthony Wright
TITLE: Director, Facilities Management Division

DATE: _____

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this ____ day of _____, 2017, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of U.S. Bank National Association, as Trustee for the holders of First Franklin Mortgage Loan Trust 2006-FF12 Mortgage Pass-Through Certificates, Series 2006-FF12, a 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: Anthony Wright
Title: Director, Facilities Management Division

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 _____, 2017.

King County, Transferor:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division