

M20:5-11
June 14, 1991

INTRODUCED BY: GREG NICKELS
Laing
PROPOSED NO. 91-487

MOTION NO. 8335

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3 A MOTION authorizing the King County Executive to
4 enter into an agreement with the Federal Emergency
5 Management Agency to participate in the acquisition
6 of flood-damaged properties using federal funding
7 authorized by Section 1362 of the National Flood
8 Insurance Act.

9 WHEREAS, the Federal Emergency Management Agency (FEMA) is
10 authorized by Section 1362 of the National Flood Insurance Act of 1968,
11 P.L. 90-488, as amended, to provide funding for the acquisition of
12 flood-damaged properties meeting the minimum requirements for assistance
13 under the "1362 Program," and

14 WHEREAS, during the federally declared flooding disaster of
15 November 1990, 818 homes in King County were damaged or destroyed by
16 floodwater, and

17 WHEREAS, in March 1991 King County submitted applications to FEMA
18 to support acquisitions of severely damaged homes in King County that
19 appeared to meet the criteria of the 1362 program, and

20 WHEREAS, FEMA recently identified four properties in unincorporated
21 King County that are eligible for acquisition under statutory criteria
22 for consideration of purchase by FEMA pursuant to the Section 1362
23 Program, and

24 WHEREAS, the acquisition and/or relocation of the homes of the
25 qualifying properties will eliminate future flood-related threats to
26 life and property, and

27 WHEREAS, under the 1362 Program, FEMA will pay one hundred percent
28 of the fair market value of the properties and structures that are eli-
29 gible for acquisition, and

30 WHEREAS, the acquisition of these flood prone homes and properties
31 will reduce public and private costs of providing flood protection to
32 these areas and reclaim these lands for public open space and enjoyment,
and

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WHEREAS, as a condition of participation in a program of property acquisition under Section 1362, King County must agree to certain requirements and commitments,

NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County executive is hereby authorized to sign and enter into an agreement with FEMA in substantially the same form as attached hereto, Exhibit A, to participate in an acquisition program of eligible flood damaged properties pursuant to Section 1362 of the National Flood Insurance Act.

PASSED this 15th day of July, 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairman

ATTEST:

Gerald A. Peterson
Clerk of the Council

EXHIBIT A
AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA
FEDERAL EMERGENCY MANAGEMENT AGENCY
AND
KING COUNTY, WASHINGTON
FOR PARTICIPATION IN A SECTION 1362 PROGRAM
FOR THE ACQUISITION OF FLOOD-DAMAGED PROPERTY

THIS AGREEMENT, entered into by and between KING COUNTY, WASHINGTON, hereinafter referred to as "Community," and the FEDERAL EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as "FEMA."

WITNESSETH THAT:

WHEREAS, the Community wishes to participate in a program of property acquisition pursuant to Section 1362 of the National Flood Insurance Act of 1968, P.L. 90-488, as amended; and,

WHEREAS, FEMA has identified real property which is eligible under statutory criteria for consideration for purchase by FEMA pursuant to Section 1362; and,

WHEREAS, as a condition of participation in a program of property acquisition under Section 1362, the Community must agree to certain requirements and commitments;

IT HAS BEEN RESOLVED by the King County Council to authorize the King County Executive to agree as follows:

1. To accept conveyance of title to the following properties, subject to and conditioned upon acquisition by FEMA pursuant to Section 1362:
 - ° the Queneville Property, in Williams Addition, along Kimball Creek, near the City of Snoqualmie;
 - ° the Dumond property, on the Raging River near Preston;
 - ° the Bender property, in the Lower Dorre Don area on the Cedar River near Maple Valley; and,
 - ° the Lisowski property, located in an area known as the "142nd Street depression" in Burien.
2. That delivery of a Quit Claim Deed for each property described under (1) above shall be accepted by the Community immediately after and at the same closing or settlement at which FEMA takes title from the property owner (a "simultaneous closing"); and,
3. To join in the execution of the deed mentioned in (2) above, which shall include and be subject to the following provisions:

EXHIBIT A

- (A) Title to the real property shall be subject to specific restrictive covenants that the land is dedicated in perpetuity for open space purposes, that the Community shall faithfully manage the land for its dedicated open space purposes and for public use, and that the Community shall not erect or permit to be erected any structures or other improvements on the land, unless such structures (except for restrooms) are open on all sides and functionally related to some open space use, all of the foregoing restrictive covenants and agreements to be run with the land and be binding on successors, grantees and assigns;
- (B) FEMA reserves all present rights and any further rights which may occur to enforce the restrictive covenants or agreements both at law and in equity. The Community agrees that it shall not convey the property or interests therein without the express written approval and consent of the Director, Federal Emergency Management Agency or his/her successors or assigns. The Community agrees that any breach or threatened breach of the covenants and conditions may be enjoined upon the application by the United States of America. In addition, the Director, Federal Emergency Management Agency or his/her successor has the option to repurchase the subject premises for the sum of One Dollar (\$1.00) if the Community or successors or assigns shall have failed to remove or correct any violation of the covenants or conditions within thirty (30) days after the mailing of written notice thereof by said Director or his/her successor to the Community, its successors or assigns; and
- (C) The property is transferred subject to zoning and building laws and ordinances, easements, agreements, reservations, covenants and restrictions of record; any state of facts an accurate survey might show; encroachments and variations from the record lines of hedges, retaining walls, sidewalks and fences; any prior reservation of minerals.
4. That the Community will remove all improvements and debris, including any concrete slabs or foundations, which are not to be reused under the Reuse Plan, from the land and convert the site to its planned reuse within ninety (90) days from the delivery of deed, by either:
- (A) Demolition, in the event FEMA enters into a contract for the purchase of real property from the property owner under which the consideration for the sale is the market value of the real property with no allowance being made for a deduction from the purchase price of the salvage value of any improvements; or
- (B) Public sale of the improvement(s) for salvage value, in the event FEMA enters into a contract for the purchase of real property from the property owner under which the consideration for the sale is the fair market value of the real property with no allowance being made for the deduction from the purchase price of the salvage value of any remaining improvements; or

- (C) Transfer by donation of the improvement(s) to the original owner for relocation to land outside of any flood risk area, in the event FEMA enters into a contract for the purchase of the real property from the property owner under which the consideration for the sale is the fair market value of the real property less a deduction from the purchase price of the salvage value of any remaining improvements.
5. That, in the event that the Community removes any improvements from the land pursuant to (4)(A) or (4)(B), above, any proceeds resulting from such removal or implementing the Reuse Plan, shall be returned to FEMA.
 6. That the provision of (3) and (4), above shall survive delivery of the deed.
 7. That the Community will assume responsibility for any legal, administrative, or other expenses that may be incurred as a result of the transfer and that any taxes, general and special assessments, sewer rents, water charges, utility charges and similar expenses are not to be apportioned between the parties but are to be assumed by the Community.
 8. That the property is to be conveyed in an "as is" condition with no representation having been made by FEMA as to the condition of the property.
 9. That FEMA is not responsible for compliance with any notes or notices of violations of the law or municipal ordinances, or requirements, issued by any governmental body having jurisdiction, against or affecting the premises.
 10. That the deed shall convey to the Community fee simple title.
 11. That FEMA shall convey and the Community shall accept marketable title (except as otherwise provided in the Agreement), that expenses of title examination, survey and related costs shall be borne by the Community and, if the Community shall assert objections to the marketability of title (other than matters to which title is made subject in Agreement), FEMA shall be entitled to a reasonable adjournment to remove such objections but shall not be obliged to bring any action or proceeding or to incur any expense in order to render title marketable. In the event such objections cannot be removed, all rights and liabilities of the parties shall cease under the Agreement, unless the Community elects to accept such title as FEMA is able to convey.
 12. That the Community shall bear the cost of recording the deed delivered to it by the Agency.
 13. That FEMA makes no representations as to the kind, number, condition and title to any fixtures and articles or personal property attached or appurtenant to or used in connection with the property.

- 14. After title has been transferred to the Community, that risk of loss or damage to the property from natural or other casualty of any kind shall be borne by the Community.
- 15. That the Agreement may be modified, assigned or amended by mutual agreement, in writing, of both FEMA and the Community.
- 16. That the King County Executive has been authorized to execute this Agreement on behalf of the Community.
- 17. That this Agreement is subject to, and conditioned upon, the ability of FEMA to acquire said real property, and should FEMA's contract vendor fail, for any reason, to deliver title, as provided for in the contract for the sale of the real property to FEMA, all rights and obligations of the parties shall cease.

IN WITNESS whereof the parties hereto have set their hands.

KING COUNTY

By: Tim Hill, King County Executive

Date: _____

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: Regional Director

Date: _____

ATTEST

By: _____

Date: _____