

1 5/18/89
2 8:o.227

Introduced by: Paul Barden

Proposed No.: 89-403

3
4 ORDINANCE NO. **8969**

5
6 AN ORDINANCE directing the Executive to enter into an agree-
7 ment with the Seattle Baptist Church for the acquisition of
8 the Lake Burien School Site.

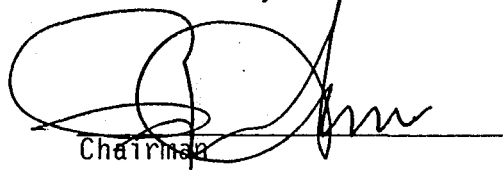
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The county executive is hereby authorized to enter into a real
11 estate contract with the Seattle Regular Baptist School, Inc. in substantially
12 the form attached hereto, which requires the expenditure of funds from
13 appropriations in subsequent fiscal years.

14 INTRODUCED AND READ for the first time this 15th day of
May 1989.

15 PASSED this 22nd day of May, 1989.


16
17 KING COUNTY COUNCIL
18 KING COUNTY, WASHINGTON

19 
Chairman

20 ATTEST:

21
22 Dorothy M. Owens
23 Clerk of the Council

24 APPROVED this 2nd day of June, 1989.

25
26 
27 King County Executive

1. This Contract, made and entered into this _____ day of _____, 19____, between KING COUNTY, a political subdivision of the State of Washington, hereinafter called the Purchaser, and THE SEATTLE REGULAR BAPTIST SCHOOL, INC., hereinafter called the Seller.

2. The seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with its improvements and appurtenances, in King County, Washington:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 18, Seahurst Park, According to the Plat recorded in Volume 21 of Plats, Page 47, in King County, Washington;

Except the West 20 feet of the North 21 feet of said Lot 5.

3. The terms and conditions of this contract are as follows: The purchase price is FOUR HUNDRED THOUSAND DOLLARS (\$400,000), of which ONE HUNDRED THOUSAND DOLLARS (\$100,000) shall be paid on closing, and THREE HUNDRED THOUSAND DOLLARS (\$300,000) shall be paid on or before August 1, 1990. The purchaser shall pay ZERO (0) interest on the balance of said purchase price. The payment on closing shall be made at:

Ticor Title Insurance Company
1008 Western Avenue, Suite 200
Seattle, Washington 98104

and any other payment to be made hereunder shall be made at:

Seattle Regular Baptist School, Inc.
P.O. Box 5219
Kent, Washington 98064
ATTN: Tom Nieman

or such other place as the seller may direct in writing, and all checks will be made payable to the "Seattle Regular Baptist School, Inc.," which shall credit all sums received in the appropriate account.

4. There will be late collection charge of one percent (1%) per month interest on the unpaid balance for any delinquent payment not delivered to the seller within twenty (20) days of the due date.

5. Required notice (except legal notices) shall be given in writing to the purchaser at the following address:

King County Real Property Division
500A King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104
ATTN: Manager

or to such other respective addresses as may hereafter, from time to time, be designated in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

6. The seller agrees to pay before closing all taxes and assessments that currently are or may hereafter become a lien on said real estate; the purchaser does not assume and does not agree to assume payment of any mortgage, contract or other encumbrance, or payment of or purchase subject to, any taxes or assessments now a lien on said real estate and the seller agrees to pay the same before delinquency.

7. The seller agrees that the purchaser may demolish and/or remove any improvements and appurtenances from the property.

8. The purchaser or seller or the assigns of either shall not be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

9. The purchaser assumes all hazards of the taking of said real estate or any part thereof for public use. In case any part of said real estate is taken for public use, the condemnation award shall be paid to the purchaser.

10. The seller agrees, upon closing, to execute and deliver to purchaser a statutory warranty deed to said real estate, free of encumbrances except easements of record, and to deliver to the purchaser an Owner's policy of title insuring such title in the purchaser. The cost of said insurance, escrow, and stamp taxes shall be paid by the purchaser.

11. The purchaser agrees, upon closing, to execute and deliver to seller an unsecured promissory note in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000) due and payable on or before August 1, 1990.

12. The purchaser shall be entitled to possession of said real estate on the date of closing.

13. Upon purchaser or seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the losing party agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

SELLER:

PURCHASER:

BY _____

BY _____

TITLE _____

TITLE _____

SELLER:

APPROVED AS TO FORM:

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

8969

I certify that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated _____

NOTARY PUBLIC in and for the State of Wash-
ington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated _____

NOTARY PUBLIC in and for the State of Wash-
ington, residing at _____
My appointment expires _____