

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 Eagle Lake Dr, Snoqualmie, 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 20181113000195 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. City of Snoqualmie, (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 Four Thousand Nine Hundred Dollars (\$4,900.00) (the “Purchase Price”). Buyer shall provide Seller with a **wire transfer** 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. King County’s sale of the Property is not subject to real estate excise tax per WAC 458-61A-205. For purposes of timely filing the required real estate excise tax affidavit (REETA) claiming a governmental transfer exemption, only, Buyer permits Seller, or Seller’s agent, to sign the REETA on Buyer’s behalf.
5. **Buyer acknowledges and agrees that the Property is sold “As Is” and “Where Is” without any representations or warranties expressed or implied.**
6. 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.
7. 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.

8. 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.

9. 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.

10. 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, 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.

11. **GENERAL INDEMNITY AND HOLD HARMLESS.** The Buyer agrees for itself, its agents, contractors, successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and its employees and agents, from and against liability for all claims, demands, suits, and judgments, including costs of defense and attorney fees thereof, which are caused by, arise out of, or are incidental to the Buyer’s

purchase of the Property, except to the extent of King County's sole negligence. The Buyer's obligations under this section shall include:

- (1) The duty to promptly accept tender of defense and provide defense to the County at the Buyer's own expense, including reasonable attorney fees; and
- (2) The Buyer agrees to defend, indemnify, and hold King County harmless for claims by the Buyer's employees (if applicable) and agrees to waive, as respects King County only, its immunity under Title 51 R.C.W., which waiver has been mutually negotiated by the parties.

12. 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.

13. Notwithstanding any other provision herein, Buyer will take ownership and responsibility for the operation, safety, and maintenance of any and all stormwater facilities, drainage facilities, and/or natural or manmade drainage conveyance systems located within the Real Property. This includes, without limitation, ongoing compliance with the applicable jurisdiction's National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater permit and any applicable local Stormwater Management Program Plans.

14. The Closing shall occur within sixty (60) 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 emailed to Buyer at the email address provided in Section 17 of the Terms. Seller shall not be responsible for payment of any taxes, assessments, fees, or other charges related to the Property.

15. Buyer represents and warrants that Buyer has full power and authority to execute the Terms and to perform Buyer's obligations hereunder.

16. 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

17. Buyer is to provide the below information:

City of Snoqualmie,

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

P.O. Box 987, Snoqualmie, WA 98065

Address

425-888-1555

Phone number

cityclerk@snoqualmiewa.gov

Email

EXECUTED on the dates set forth below.

Buyer: City of Snoqualmie

By: _____
Katherine Ross

Its: Mayor

Date: November 13, 2023

EXHIBIT A.

LEGAL DESCRIPTION

TRACTS UT 1 & 2, SNOQUALMIE RIDGE PLAT 14, PARCEL D, AS PER PLAT
RECORDED IN VOLUME 220 OF PLATS, PAGE 9 THROUGH 16, RECORDS OF KING
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN:7853420770

EXHIBIT B.

QUIT CLAIM DEED

AFTER RECORDING RETURN TO:

City of Snoqualmie

QUIT CLAIM DEED

Grantor - - King County, Washington

Grantee - - City of Snoqualmie

Legal - - - TRACTS UT 1&2 SNOQUALMIE RIDGE PLAT 14 PARCEL D V. 220 PP. 9-16

Tax Acct. – 7853420770

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of \$4,900.00, conveys and quitclaims to Grantee, City of Snoqualmie, , the real property situated in King County, Washington, 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: _____
Julie Ockerman, Manager, Real Estate Services

DATE:

Approved as to Form:

BY: _____
Deputy Prosecuting Attorney

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JULIE OCKERMAN, 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 SHE 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

TRACTS UT 1 & 2, SNOQUALMIE RIDGE PLAT 14, PARCEL D, AS PER PLAT
RECORDED IN VOLUME 220 OF PLATS, PAGE 9 THROUGH 16, RECORDS OF KING
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN:7853420770

EXHIBIT C.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this __ day of ____, 2023, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of City of Snoqualmie, (“**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: Julie Ockerman

Title: Manager, Real Estate Services

EXHIBIT A
To Bill of Sale and Assignment

Legal Description

TRACTS UT 1 & 2, SNOQUALMIE RIDGE PLAT 14, PARCEL D, AS PER PLAT
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COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN:7853420770

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.

King County, Transferor:

By: _____

Name: Julie Ockerman

Title: Manager, Real Estate Services

DATE: