



**King County**  
**Metropolitan King County Council**  
**Capital Budget Committee**

**Agenda Item No.:** 6

**Date:** January 16, 2008

**Proposed No.:** 2007-0629

**Prepared By:** Patrick Hamacher

**STAFF REPORT**

**SUBJECT:**

Discussion and possible action on an ordinance authorizing the sale of a 5.01 acre parcel of surplus property located in Maple Valley for a sale price of \$302,000.

**SUMMARY:**

The Department of Natural Resources and Parks (DNRP) is the land custodian for a parcel of property located at 22629 SE 206<sup>th</sup> Street in Maple Valley. This parcel was originally purchased to allow for the County's Taylor Creek Restoration Project. The parcel, known as the Rolph property, is a 5 acre parcel with a 1,700 square foot residence built in 1932.

The Taylor Creek Project was substantially completed in 2006 and the land remaining is now available for surplus. A more specific project overview and briefing of this project was provided to the Growth Management and Natural Resources Committee on July 17, 2007.

**BACKGROUND:**

In order to begin work on the Taylor Creek Restoration Project, the County, in 2000, purchased a five acre parcel known as the Rolph Property. An adjacent eleven acre property known as the West Property was also purchased. The project created a six acre parcel for the Taylor Creek Project and left two roughly five acre parcels which are now in the process of being sold as surplus to the County's needs. The West property was previously sold via ordinance 15888, passed by the County Council on August 20, 2007. The remaining parcel is now able to be sold as well.

**Taylor Creek Restoration Project**

The Taylor Creek project had two major goals:

- **Ecological Goal:** Improve the floodplain connectivity and restore a more natural wetland-stream complex with improved ecological function and higher structural diversity than currently exists in this degraded reach of Taylor Creek.
- **Flood Reduction Goal:** Reduce the frequency of flooding, associated road closures and maintenance activity on Maxwell Road between 206<sup>th</sup> St. and SE 208<sup>th</sup> St.

Construction activity on this project took place during 2005 and 2006. The creek was relocated to its historic alignment away from the road. The project also included the relocation of fish, amphibian and aquatic insects as well as extensive revegetation.

Upon completion of the project, the County was left with three parcels. The Taylor Creek project area is just over six acres and there are two remaining parcels each of which is just over 5 acres. This ordinance will authorize the sale of the Rolph property for \$302,000. The West parcel sold for \$295,100 in 2007.

Total project costs were just over \$3.1 million dollars and were funded with a variety of sources including Washington State Department of Transportation (WSDOT), King County Surface Water Management (SWM), King County Roads, Conservation Futures (CFT) and other sources. The sale of this property will reimburse a portion of the SWM costs associated with acquiring the property. A powerpoint slideshow related to the Taylor Creek Restoration Project presented to the Growth Management and Natural Resources Committee on July 17<sup>th</sup>, 2007 is included as **Attachment 5** to this ordinance.

#### **ANALYSIS:**

A brief timeline of this property's use by King County is included below:

- September 2000, property was purchased for \$325,000. The parcel at that time was 5.00 acres.
- Roads first requested surplussing of the property in 2001. Taylor Creek project was not yet complete so holds were placed on the process at various times over the next several years.
- February 2005, Boundary Line Adjustment approved creating current 5 acre parcel. At this point WLRD was able to release property for the surplus process.
- April 2007, an updated appraisal was completed and values property at \$270,000.
- August 2007, new surplus notices sent to various King County agencies to determine interest for other county purchases
- By the end of August 2007, no interest received from County agencies and property is declared surplus to the County's needs
- September 2007, property listed with the Northwest Multiple Listing Services (NWMLS)
- October 2007, County agrees to Purchase and Sale Agreement with the highest offer of \$302,000. Other offers were received, but these offers were below the asking price. Other offers ranged from \$85,000 to \$286,000
- November 2007, Executive transmittal of purchase to Council.

King County Code 45.56.080 requires council approval for the sale of county-owned real property. Proposed Ordinance 2007-0629 authorizes the Executive to sign the purchase and sale agreement. This is incorrect language and an amendment is to authorize the Executive to execute the purchase and sale agreement. This agreement, which was signed in October, 2007 is subject to Council approval. Upon Council approval the Executive will execute the PSA.

It should be noted that the property was heavily vandalized and damaged while owned by the County. The residences wiring was stripped and appliances stolen. This, as well as the updated property lines and new easements, have likely affected the value of the property as this current sale price is below the original 2000 purchase price despite seven years of appreciation.

Sale proceeds will be used to first reimburse property services for improvements made to the property. These improvements were later subject to vandalism. The remaining proceeds will be returned to the Roads fund. This property was originally purchased with Road Fund monies and any proceeds from the sale are required to be returned to the fund.

**AMENDMENTS:**

The ordinance incorrectly authorizes the Executive to enter into the PSA. That signing occurred in October. Amendment A1 changes "enter into" to "execute" to allow for transfer of the property to the purchasers.

**REASONABLENESS:**

Having met the surplus property requirements, adoption of the proposed ordinance, with the amendment, would constitute a reasonable business decision.

**INVITED:**

Bob Cowan, Director, Office of Management and Budget  
Anne Lockmiller, Surplussing Property Agent, Real Estate Services

**ATTACHED:**

1. Amendment A1
2. Proposed Ordinance 2007-0629 (with attachments)
3. Transmittal Letter dated November 28 , 2007
4. Fiscal Note
5. PowerPoint presentation presented to GMNR on 7-17-2007





January 30, 2007

phh

Sponsor: Councilmember Phillips

Proposed No.: 2007-0629

1 **AMENDMENT TO PROPOSED ORDINANCE 2007-0347, VERSION 1**

2 On page 3, line 46, delete "enter into the purchase and sale agreement, substantially in the  
3 form attached to this ordinance" and insert "sell the property pursuant to the terms of the  
4 purchase and sale agreement, Attachment B to this ordinance"

5 **EFFECT: Authorizes the Executive to sell the property pursuant to the Purchase  
6 and Sale agreement that was signed in October 2007.**





KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

Signature Report

January 28, 2008

Ordinance

Proposed No. 2007-0629.1

Sponsors Dunn and Phillips

1 AN ORDINANCE authorizing King County's sale of  
2 improved property, located at 22629 SE 206th Street,  
3 Maple Valley, within council district 9.  
4

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Findings:

7 A. King County's department of transportation, road services division is  
8 custodian of a parcel known as the Rolph property ("Rolph"), located at 22629 SE 206th  
9 Street, in Maple Valley. Rolph's assessor parcel number is 511240-0045 and is 5.02  
10 acres in size. The property includes a single family residence and large garage. It is  
11 located adjacent to the King County's Taylor creek flood reduction and habitat restoration  
12 project, which was substantially completed in 2006.

13 B. Rolph was acquired by the road services division to allow for the relocation of  
14 Taylor creek, which had been flooding Maxwell Road, which lies adjacent to the  
15 property. It lies south of another parcel which had been purchased by King County water  
16 and land resources division for a larger stream and wetland restoration and enhancement  
17 project. Both these parcels were reconfigured to allow creation of a new 6.22 acre

18 wetland parcel for protection of Taylor creek. Rolph was left with a newly configured  
19 5.02 acres and its original improvements.

20 C. In 2007 the road services division determined the property surplus to its needs.

21 D. The facilities management division determined that the highest and best use of  
22 Rolph was for resale to the public as residential property.

23 E. Pursuant to K.C.C. 4.56.100, the facilities management division determined  
24 that Rolph does not meet the criteria for affordable housing.

25 F. Notices were circulated to other county departments and to various cities,  
26 water, sewer, fire and school districts regarding the county's plan to surplus and sell the  
27 property. None of the agencies expressed interest in its purchase, but the water and land  
28 resources division, who custodians Taylor creek, reserved an approximate one-third-acre  
29 planting easement for project mitigation.

30 G. Pursuant to K.C.C. 4.56.100, in September 2007, King County's facilities  
31 management division declared Rolph surplus to the county's present and foreseeable  
32 needs.

33 H. The property was appraised, and valued at two hundred seventy thousand  
34 dollars.

35 I. Pursuant to K.C.C. 4.56.100, King County's facilities management division  
36 listed Rolph for sale with the northwest multiple listing service, requiring a sealed bid  
37 offer. Multiple acceptable offers were made and the highest offer has been accepted for  
38 three hundred two thousand dollars, from buyers Alan H. and Judi-Kloss Cole. Buyer's  
39 contingencies have been satisfied and this sale is poised to close within 30 days after  
40 council approval.



**Ordinance**

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41 H. Pursuant to K.C.C. 4.56.080, the council must approve sale of county-owned  
42 real property. The proposed ordinance authorizes the executive to execute the purchase  
43 and sale agreement attached.

44 SECTION 2. The King County council, having determined that the land described is  
45 surplus to the needs of the county, and having determined that sale of Rolph is in the best  
46 interest of the public, does hereby authorize the King County executive to enter into the  
47 purchase and sale agreement, substantially in the form attached, and to execute the  
48 necessary documents to deliver Rolph to the buyers.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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ATTEST:

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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**Attachments** A. Legal Description of Parcel 511240-0040, B. Exhibit B Purchase and Sale Agreement for the Rolph Property Assessor's Parcel Number 511240-0045



**ATTACHMENT A**

**LEGAL DESCRIPTION OF THE ROLPH PROPERTY**

**ASSESSOR'S PARCEL NUMBER 511240-0045**

**All that part of Lot B of King County Boundary Line Adjustment L04L0077, being located in the Southeast quarter of Section 4, Township 22 North, Range 6 East, WM.;**

**EXCEPT WETLANDS** (Assessor's Parcel #511240-0047), described as follows:

Beginning at the Southeast corner of said Lot B;  
Thence N 88 20 39 W along the South line of said Lot B a distance of 1000.10 feet;  
Thence N 00 51 16 E along the West line of said Lot A distance of 708.04 feet;  
Thence S 88 13 38 E along the North line of said lot A distance of 185.59 feet;  
Thence S 00 51 16 W along the West line of Lot A of said King County Boundary Line Adjustment L04L0077 a distance of 100.01 feet;  
Thence S 06 33 22 E Thence continuing along said West line a distance of 172.57 feet to the Southwest corner of said Lot A;  
Thence Southerly and then Easterly along the boundary of an existing wetland through the following courses;  
S 35 33 27 E a distance of 27.33 feet;  
S 10 03 37 E a distance of 32.71 feet;  
S 01 04 56 E a distance of 31.16 feet;  
S 05 24 08 E a distance of 35.61 feet;  
S 02 11 41 W a distance of 34.75 feet;  
S 06 06 57 W a distance of 52.09 feet;  
S 18 42 29 E a distance of 10.81 feet;  
S 62 02 20 W a distance of 50.68 feet;  
S 14 37 32 E a distance of 29.78 feet;  
S 30 51 44 E a distance of 30.46 feet;  
S 65 12 00 E a distance of 17.74 feet;  
S 56 42 18 E a distance of 33.80 feet;  
S 66 29 11 E a distance of 52.32 feet;  
S 65 38 57 E a distance of 40.60 feet;  
S 76 01 46 E a distance of 22.65 feet;  
N 85 51 26 E a distance of 26.07 feet;  
N 71 46 36 E a distance of 30.63 feet;  
N 75 07 08 E a distance of 39.16 feet;  
N 81 02 10 E a distance of 32.27 feet;  
N 85 09 08 E a distance of 39.87 feet;  
S 88 18 29 E a distance of 110.08 feet;  
Thence N 01 41 31 E a distance of 107.79 feet;  
Thence S 88 18 29 E a distance of 359.26 feet to the East line of said Lot B;  
Thence S 00 51 16 W along said East line a distance of 217.93 feet to the point of beginning.  
Said Tract (APN 511240-0047) being 6.20 acres along with and subject to all existing easements.

PARCEL CONTAINS APPROXIMATELY 5.01 ACRES.

Attachment B

2007-629

**EXHIBIT B**

**PURCHASE AND SALE AGREEMENT FOR THE ROLPH PROPERTY**

**ASSESSOR'S PARCEL NUMBER 511240-0045**

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

1. Date: October 16, 2007 MLS No.: \_\_\_\_\_
2. Buyer: ALAN H. COLE and JUDI KLOSS-COLE
3. Seller: KING COUNTY
4. Property: Tax Parcel No(s): 511240-0045 ( KING County)  
Street Address: 22629 SE 206th STREET, MAPLE VALLEY Washington 98038  
Legal Description: Attached as Exhibit A.
5. Included Items:  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  hot tub;  fireplace insert;  
 wood stove;  satellite dish;  security system;  other \_\_\_\_\_
6. Purchase Price: \$302,000.00 THREE HUNDRED TWO THOUSAND & NO/100ths DOLLARS
7. Earnest Money: (To be held by  Selling Broker;  Closing Agent)  
Personal Check: \$5,000.00 FIVE THOUSAND DOLLARS and NO/100ths  
Note: Deposited with King County Treasurer 10/16/07  
Other ( \_\_\_\_\_ ): Receipt attached
8. Default: (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
9. Disclosures in Form 17: Buyer will  ; will not  have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
10. Title Insurance Company: PACIFIC NORTHWEST TITLE
11. Closing Agent:  a qualified closing agent of Buyer's choice;  PACIFIC NORTHWEST ESCROW
12. Closing Date: Within 30 days after King County Council ordinance approval
13. Possession Date:  on Closing;  Other \_\_\_\_\_
14. Offer Expiration Date: 10/19/2007 Friday, October 19th, by 3:00 pm PST.
15. Services of Closing Agent for Payment of Utilities:  Requested (attach NWMLS Form 22K);  Waived
16. Charges and Assessments Due After Closing:  assumed by Buyer;  prepaid in full by Seller at Closing
17. Agency Disclosure: Selling Licensee represents  Buyer;  Seller;  both parties;  neither party  
Listing Agent represents  Seller;  both parties
18. Addenda: 34(Addendum) 35(Inspection) 22J(Lead Disc)

Buyer's Signature	Date
Buyer's Signature	Date
<u>517 Gibson Avenue</u>	
Buyer's Address	
<u>West Memphis, Arkansas 72301</u>	
City, State, Zip	
<u>901-679-1261</u>	
Phone	Fax
<u>jaahc47@yahoo.com</u>	
Buyer's E-mail Address	
Selling Broker	MLS Office No.
Selling Licensee (Print)	
Phone	Fax

Seller's Signature	Date
Seller's Signature	Date
<u>King County Admin Bldg, 500 4th Ave, Room 500</u>	
Seller's Address	
<u>Seattle, Washington 98104</u>	
City, State, Zip	
<u>206-296-7470</u>	<u>206-296-7467</u>
Phone	Fax
<u>anne.lockmiller@kingcounty.gov</u>	
Seller's E-mail Address	
<u>Robert Thompson</u>	<u>7084</u>
Listing Broker	MLS Office No.
<u>Anne Lockmiller</u>	
Listing Agent (Print)	
<u>206-205-5638</u>	<u>206-296-7467</u>
Phone	Fax

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**

(continued)

- a. Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement. 1  
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- b. Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing. 5  
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- c. Included Items.** Any of the following items located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 5 are included only if the corresponding box is checked. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 22  
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- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 30  
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- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 38  
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Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 52  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 53

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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

(continued)

- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 15, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 16.
- i. **Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.
- j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

(continued)

- NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 107-110
- i. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 111-122
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 123-126
- n. Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 127-129
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 130-132
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 133-134
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 135-136
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 137-140
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 141-144
- r. Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 145-148
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 149-153
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 154-156
- Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 157  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 158

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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**  
(continued)

- u. **Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 159-164
- v. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 165-173
- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 174-175
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. 176-194
- y. **Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17) and if, in Specific Term No. 9, the parties agree that Buyer will have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer may bring an action in tort for negligent misrepresentation against Seller based upon the disclosures in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraud. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 195-205

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 206  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 207

**EXHIBIT C**

**FISCAL NOTE FOR THE ROLPH PROPERTY**

**ASSESSOR'S PARCEL NUMBER 511240-0045**

**EXHIBIT C**

**FISCAL NOTE FOR THE ROLPH PROPERTY**

**ASSESSOR'S PARCEL NUMBER 511240-0045**



November 28, 2007

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

Enclosed is an ordinance authorizing the King County Executive to enter into the sale of one improved parcel of King County owned real property in Maple Valley, within Council District Nine.

Summary

King County's Department of Transportation (DOT), Roads Services Division (RSD) is custodian of a parcel known as the Rolph property (Rolph), located at 22629 SE 206<sup>th</sup> Street, in Maple Valley. The Rolph's Assessor Parcel Number 511240-0045 is 5.02 acres and holds a residence and large garage. It is located adjacent to the county's Taylor Creek Flood Reduction and Habitat Restoration Project, which was substantially completed in 2006. The Rolph property was acquired as a 5-acre parcel in Year 2000 for use in the creek's restoration. It lies adjacent to and south of another parcel also purchased for the project. Both of these parcels were reconfigured to allow creation of a new 6.22 acre wetland parcel for protection of Taylor Creek. The Rolph parcel was left with a newly configured 5.02 acres and its original improvements. The RSD determined that the highest and best use of Rolph was for resale to the public as residential property.

A description of the surplussing process that led to its marketing follows, but as the Rolph property was involved in a boundary line adjustment germane to the Taylor Creek project itself, a short history is in order.

Relocation of the fish-bearing, Cedar River tributary known as Taylor Creek was a joint effort commenced in year 2002 between Water and Land Resources Division (WLRD) and the county's RSD. The project's intention was to move flooding creek waters out of the roadway

drainage system next to Maxwell Road SE. The fish migration path had eroded after being redirected closer to the roadway years ago during development of Maple Valley's early farming community.

This enormously successful project restored and enhanced 5.9 acres of wetland habitat and relocated 900 feet of Taylor Creek. Approximately 2.2 acres of existing Category III wetland was graded, Taylor Creek was relocated to an historic alignment away from the road, and hydraulic conditions that previously existed throughout the floodplain were restored. The project enhanced 4 acres of existing wetland habitat and restored 1.9 acres of wetland. More than 200 pieces of woody debris were placed in the stream, wetland, and associated buffers. Taylor Creek's total length was increased by approximately 500 feet.

A joint decision was made between the RSD and the WLRD to divide off the sensitive portions of both parcels purchased for the project that were needed for riparian restoration work and to surplus their remainders. Determination was made by the divisions that highest and best use of both properties would be created by a boundary line adjustment between them, which would form two approximately five-acre residential parcels with their existing improvements, and allow the creation of a new third parcel of approximately six acres of sensitive wetland preservation and open space.

In 2006, once the project was essentially completed, the RSD made the final determination to surplus the newly-defined five-acre Rolph property. However, a permanent planting easement of approximately one third acre on part of the west boundary line of the Rolph property was reserved by WLRD to assist in Taylor Creek's mitigation requirements. With an intended sale of this parcel subject to that planting easement reservation, the RSD declared the property surplus to its needs.

Pursuant to King County Code 4.56.100, the Facilities Management Division (FMD) determined that The Rolph property does not meet the criteria for affordable housing. Notices were circulated to other county departments and to various cities, water, sewer, fire and school districts regarding the county's plan to surplus and sell the property. None of the agencies expressed interest. Pursuant to King County Code 4.56.100, in December 2007, King County's FMD declared the Rolph parcel surplus to the county's present and foreseeable needs.

Pursuant to King County Code 4.56.100, King County's FMD listed the Rolph property for sale with the Northwest Multiple Listing Service, and an offer has been accepted for \$302,000, from buyers Alan H. and Judi-Kloss Cole. The buyers' contingencies have been satisfied, and this sale is poised to close upon King County Council approval.

Benefits to the Public from the Rolph Property Sale

The RSD and the WLRD have reserved the parts of the Rolph property germane to ongoing maintenance of the Taylor Creek Restoration Project. This still leaves a beautiful landscape for a private owner to enjoy. And it is the county's intention to surplus those parcels for which it foresees no future need for county purposes.

The house improvement on the Rolph property was painted and made clean, safe and sanitary for resale on the open market. However, prior to marketing, the house and garage improvements were seriously vandalized, leaving the house stripped of carpeting, some exterior doors, electrical wiring, some plumbing and heating units, as well as holes being smashed in some of the walls. The improvements were boarded up for security, and a locked gate has been placed at the driveway to the property. Yet despite these precautions, repeated break-ins render the improvements dangerously vulnerable to further abuse.

King County appraised the Rolph property subsequent to the vandalism predominantly based on land value, with relatively little value accorded the improvements. Despite all the sad damage, the purchase and sale agreement was negotiated above the list price, based on the appraisal of \$270,000, so competitive was the bidding during the month-long marketing process. The current purchase and sale agreement is for \$302,000.

The buyers are extremely concerned that the property sustains no further damage. For this reason, RSD, WLRD, and FMD request that council pass this proposed ordinance for sale of the Rolph property as rapidly as possible in order to return the property to an occupied, healthy and safe use with no further delay.

Reason for the Transmittal to Council

Pursuant to K.C.C. 45.56.080, the council must approve sale of county-owned real property. The proposed ordinance authorizes the executive to execute this current sale.

The Honorable Larry Gossett  
November 28, 2007  
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Should you have any questions, please contact Kathy Brown, Director, Facilities Management Division, at 206-296-0631, or Bob Thompson, Leasing Supervisor, Real Estates Services Section, FMD, at 206-296-7494.

Sincerely,

Ron Sims  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Ross Baker, Chief of Staff  
          Nancy Glaser, Interim Policy Staff Director  
          Anne Noris, Clerk of the Council  
          Frank Abe, Communications Director  
Bob Cowan, Office of Management and Budget Director (OMB)  
Sid Bender, Capital Budget Supervisor, OMB  
Harold Taniguchi, Director, Department of Transportation (DOT)  
Linda Dougherty, Director, Roads Services Division, DOT  
Jim Buck, County Administrative Officer, Department of Executive Services (DES)  
Kathy Brown, Director, Facilities Management Division, DES



**FISCAL NOTE**

**ATTACHMENT 4**

Ordinance/Motion No. \_\_\_\_\_ Note Prepared by: Florencia Donato  
 Title: SALE OF REAL PROPERTY Note Reviewed by: \_\_\_\_\_  
 Affected Agency and/or Agencies: ROAD SERVICES DIVISION

*Fiscal notes are required for any motion or ordinance that impacts the expenditures or revenues of King County. (K.C.C. 4:04:075)*

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenues\* to:**

Fund Title	Fund/Dept. Code	Revenue Source	Current Year	2nd Year*	3rd Year*	4th Year*
Roads CIP Fund	000003860	Sale of Property Account 39512	\$302,000	0	0	0
<b>Total:</b>			<b>\$302,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

*\*Each year should be the cumulative impact. Cumulative means the annual total budget impact.*

Assumptions used in deriving revenues: (attach separate sheet if necessary): Based on the highest sealed bid offer facilitated by NW Multiple Listing Service.

**Expenditures\* from:**

Fund Title	Fund/Dept. Code	Department/ Item	Current Year	2nd Year*	3rd Year*	4th Year*
Roads CIP Fund	000003860	N/A	0	0	0	0
<b>Total:</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

*\*Each year should be the cumulative impact. Cumulative means the annual total budget impact.*

**Expenditure Categories:**

Categories either programmatic or by grand accounts (depending on nature of legislation)	Current Year	2nd Year	3rd Year	4th Year
N/A	0	0	0	0
<b>Total*:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

*\*Total in all tables should equal for every year.*

