

**OFFER TO PURCHASE/BID**

*THIS IS A LEGALLY BINDING CONTRACT  
READ CAREFULLY BEFORE SIGNING*

**BID DEADLINE:** Pursuant to the Notice of Intent to Sell Surplus Real Property at Public Sealed Bid Auction, this Offer to Purchase/Bid (“Agreement”) must be received by King County Water District No. 90, at its District office, 15606 SE 128<sup>th</sup> Street, Renton, WA 98059, on or before 2:00 p.m. on April 20, 2021 (“Bid Deadline”). If this Offer to Purchase/Bid is received after that deadline, it may be rejected. The District will not accept any bid for less than \$230,000.00.

The undersigned \_\_\_\_\_ (“Purchaser”), offers to King County Water District No. 90, a municipal corporation (“Seller”), to purchase real estate in King County, Washington, legally described as:

Commencing at the intersection of the south line of Government Lot 7 and the centerline of J. E. Jones Road;  
Thence North 55°51'30" West 585.1 feet;  
Thence North 31°31'00" East 230 feet to the true point of beginning;  
Thence continuing North 31°31'00" East 300 feet;  
Thence North 55°51'30" West 250 feet;  
Thence South 31°31'00" West 300 feet;  
Thence South 55°51'20" East 250 feet to the true point of beginning.

Also known as King County Parcel Number 232305-9093 (“Property”), on the terms and conditions below.

**SELLER DISCLOSURES:** Seller has made available to Purchaser the following documents:

1. Preliminary Title Report dated February 3, 2021, issued by Ticor Title Company, Commitment Number 70164609;
2. Land Appraisal Report dated January 24, 2021, by Market Appraisal, Inc.
3. Site Design Application dated July 14, 2020.
4. On-Site Sewage Disposal Design stamped “Received” October 27, 2020, by “Eastgate Environmental Health”.
5. On-Site Sewage System Site Application response dated December 16, 2020.
6. King County Certificate of Water Availability dated July 20, 2020.
7. Letter: King County Permitting Division dated September 30, 2019, regarding Critical Areas Designation.
8. Jensen Engineering LLC soil log.
9. Easement dated March 29, 2019, and recorded on June 17, 2019, under King County Recording Number 20190617000776.

Purchasers receipt of the foregoing documents are for informational purposes only. Seller makes no warranties or representations to Purchaser regarding the truth or accuracy of the information contained in the documents. Purchaser acknowledges that it is not relying upon the truth or accuracy of the information contained in the documents prior to making its bid.

Purchaser should verify all information related to the Property to its own satisfaction prior to making any bid.

Purchaser should inspect the Property prior to submitting any bid. Purchaser acknowledges that Seller provided Purchaser with an opportunity to inspect the Property prior to submitting this Agreement.

**WAIVER:**

**Purchaser hereby waives any right, claim, cause of action, indemnification, or damages against Seller arising from this Agreement, the Property, or any documents or information provided by Seller to Purchaser. Purchaser is offering to purchase the Property in its "As Is" condition, without representations of warranties of Seller, and Purchaser acknowledges having had sufficient opportunity to inspect all aspects of the Property to its own satisfaction prior to submitting any bid.**

**PURCHASER INITIALS:** \_\_\_\_\_

1. **BID PRICE.** Purchaser agrees to pay Seller \$\_\_\_\_\_ ("Purchase Price").

**Optional Escalation (leave blank if not applicable).** If another Offer to Purchase/Bid is received by the Seller from a different purchaser on or before the Bid Deadline, with a Purchase Price equal to or more than the Bid Price made by Purchaser, then Purchaser agrees to escalate their purchase price in \$\_\_\_\_\_ increments (not less than \$1,000.00 increments) up to a maximum Purchase Price of \$\_\_\_\_\_.

2. **EARNEST MONEY.** Earnest money in the amount of **\$10,000.00** shall be submitted with the bid and made payable to: King County Water District No. 90. In the event this Agreement is accepted by Seller, the earnest money shall become nonrefundable and immediately available for deposit by the District.
3. **TERMS OF PAYMENT.** Purchaser agreed to pay Seller the Purchase Price on or before Closing, all cash at Closing.
4. **CONTINGENCIES.** The purchase of the Property is as-is, without any contingencies, representations or warranties of any kind.

No real estate commission shall be due by Seller to any person or entity.

5. **DEED.** Seller shall convey fee title via Quit Claim Deed.
6. **UTILITIES.** Purchaser shall verify the existence of any utilities to its own satisfaction.
7. **CLOSING OF SALE & COSTS & PRO-RATION.** This sale shall be closed on or before

thirty days (30) after the Districts acceptance of the bid ("Closing Date"). If the Closing Date falls on a Saturday, Sunday or legal holiday, the Closing Date will be on the next business day.

This sale shall be closed by **Ticor Title Company**, or such other closing agent as Seller shall designate. Purchaser and Seller will, immediately on demand, deposit with closing agent all instruments and monies required to complete the purchase in accordance with this Agreement.

Seller and Purchaser shall each pay one-half of escrow fee. Seller shall pay real estate excise tax, revenue stamps, and premium for owner's title insurance policy.

Taxes for the current year shall be pro-rated as of closing.

Other closing costs shall be paid as follows: N/A

**8. POSSESSION.** Purchaser shall be entitled to possession on closing. "Closing" means the date on which all documents are recorded, and the sale proceeds are available to Seller.

**9. DEFAULT.** The Seller's sole remedy for failure by Purchaser without legal excuse to complete the purchase of the Property shall be retention of the earnest money.

The Purchasers sole remedy for failure by Seller without legal excuse to complete the sale of the Property shall be return of the earnest money to Seller. Purchaser shall have no right to specific performance of this Agreement.

**10. GENERAL PROVISIONS**

**TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement.

**NO VERBAL AGREEMENTS.** There are no verbal or other agreements which modify or affect this Agreement. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE SELLER AND PURCHASER.

**11. SELLER DISCLOSURE STATEMENT.** Purchaser hereby waives receipt of a seller disclosure statement pursuant to RCW 64.06.010.

**PURCHASER INITIALS:** \_\_\_\_\_

Seller answers "Don't Know" to the following questions contained in RCW 64.06.015:

**ENVIRONMENTAL**

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

\*B. Does any part of the property contain fill dirt, waste, or other

fill material?

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

\*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

\*F. Has the property been used for commercial or industrial purposes?

\*G. Is there any soil or groundwater contamination?

\*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

\*I. Has the property been used as a legal or illegal dumping site?

\*J. Has the property been used as an illegal drug manufacturing site?

\*K. Are there any radio towers that cause interference with cellular telephone reception?

**12. AGREEMENT TO PURCHASE.** Purchaser offers to purchase the property on the terms and conditions noted herein and acknowledges that they have read all terms and conditions above and below.

Dated: \_\_\_\_\_, 2021.

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER'S ADDRESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER'S PHONE

\_\_\_\_\_  
PURCHASER'S EMAIL

**12. SELLER'S ACCEPTANCE.** Seller agrees to sell the Property on the terms and conditions specified herein.

Dated: \_\_\_\_\_, \_\_\_\_\_.

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Darcey Peterson, General Manager  
King County Water District No. 90

Phone: 425-255-9600  
Email: Darceyp@kcwd90.com