



# Seattle City Light

## **Advertisement For Sale By Public Bid**

City Of Seattle  
Seattle City Light Department

Sale Of Surplus Property

Date for Opening of Bids: **July 17, 2006**

## **Call For Bids**

Sealed bids for the purchase of surplus City of Seattle real estate. The property available for sale is located in Seattle and identified as follows:

King County Parcel #192604-9077, the portion located on the corner of Linden Avenue North and North 143<sup>rd</sup> Street; Seattle City Light PM#260419-2-301, approximately 15,070 square feet. Minimum bid is **\$375,000**.

This property is being sold "AS-IS."

**Bids received after 2:00 P.M. on the above date will not be accepted or read.**

**The City of Seattle reserves the right to cancel any and all sales and to reject any and all bids.**

**The required bid forms and additional information** may be obtained from the Seattle City Light Real Estate Services Section, 700 5<sup>th</sup> Avenue, Room 3012, Seattle, Washington 98124-4023 or by calling (206) 684-3687 or by e-mail request to [grace.hartley@Seattle.gov](mailto:grace.hartley@Seattle.gov) or on the City Light Web site at [http://www.seattle.gov/light/News/PropertySale/RESale\\_1.htm](http://www.seattle.gov/light/News/PropertySale/RESale_1.htm).

## **INSTRUCTIONS TO BIDDERS**

The basis for disposing of property shall be by competitive bid. **PLEASE** note the **Minimum Acceptable Bid** requirement on the Excess Property Description Sheet. No contingency bids or accelerated bids will be accepted.

Bid packets shall include a brief description of each property offered, a neighborhood map, Instructions To Bidders, an Offer Sheet and a Quit Claim Deed.

Each property is to be conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE PURCHASER'S INTENDED USES AND PURPOSES.

### **HOW TO BID:**

Offers to purchase a portion of a property will not be accepted.

Potential bidders should carefully review the form of Quit Claim Deed and exercise due diligence with respect to the property offered for sale. Information for the property can be reviewed between 9:00 AM and 4:00 PM at the Room 3012 on the 30th floor, Seattle Municipal Tower, 700 5<sup>th</sup> Avenue.

A bid deposit in the sum of **\$18,750.00** in the form of a bank draft, certified check, or bank cashier's check payable to: **CITY OF SEATTLE TREASURER** must accompany the Offer To Purchase. **No personal or business checks accepted.**

Bids may be mailed or hand-delivered. The mailing address is Property Bid, Seattle City Light, Real Estate Services, Room 3012, Attention: Grace Hartley P.O. Box 34023, Seattle, WA 98124-4023. Hand-delivered bids should be brought to: 700 5<sup>th</sup> Avenue, Seattle Municipal Tower, Room 3012 and should be marked "Property Bid". **Bids must be submitted by 2:00 PM on** \_ July 17, 2006. Any bid received after 2:00 PM will not be considered.

### **SELECTION OF WINNING BID:**

The successful bidder shall be the one offering the highest, acceptable price and agreeing to the terms of the Quit Claim Deed.

If the Superintendent determines that a competitive environment did not exist for any property, the bid or bids may be rejected. The City of Seattle reserves the right to cancel any and all sales and reject any and all bids.

Deposits for offers to purchase that are not selected will be returned, uncashed, to the bidder within ten (10) days after the deadline for offers to purchase.

Sales will be completed by paying the full balance of the bid amount within sixty (60) days after acceptance of the bid in the form of a bank draft, certified check, or bank cashier's check payable to: **CITY OF SEATTLE TREASURER**. **No personal or business checks accepted.**

**EXCESS PROPERTY DESCRIPTION**

**MINIMUM ACCEPTABLE BID: \$375,000**

**Property Name:** PM# 260419-2-301 Parcel D

**Property Location:** N 143<sup>rd</sup> and Linden Avenue North

**Legal Description:** The east 50 feet of the west 90 feet of the north half of the southeast quarter of the northeast quarter of the northwest quarter, Section 19, Township 26 North, Range 4 East, W.M. King County, Washington, less the north 30 feet for a road.

**Tax parcel I. D. Number:** 192604-9077, portion

**Map/Photo:** Attached

**Jurisdictional Department:** Seattle City Light

**Site History:** The parcel was acquired as transmission line right of way from Puget Sound Power and Light (PSP&L) in 1951 during the transition of electric power from PSP&L to Seattle City Light.

**Development Issues:** None

**Current easements, covenants and restrictions:**

1. Seattle City Light uses a ten-foot wide strip along the westerly property line, parallel with the easterly margin of Linden Avenue N, for electrical distribution. This use will be reserved as a perpetual easement in the transfer document.
2. Seattle City Light uses two ten-foot wide strips for distribution wires that provide service to a property located to the east. This use will be reserved as a perpetual easement in the transfer document.
3. Two privately owned, six foot wide, sewer easements transverse the property. One is located approximately 50 south of the southern right of way of N 143<sup>rd</sup> St.. The second is located approximately 162 feet south of the southern right of way of N 143<sup>rd</sup> St. This easement interest must be accommodated by the purchaser

**Recommended easements, covenants and restrictions upon Transfer:** The easements listed above will be reserved in the transfer document. Proposal to relocate the distribution line and sewer will be considered, but there is no guarantee that such proposals will be approved.

**King County assessed value:** \$1,130,200 (Three separate land parcels of approximately equal size comprise this assessor's tax parcel valuation.) It is reasonable that this property is 1/3 of the total value or **\$376,750 rd**

**Size:** 15, 070 square feet

**Zoning:** C2-65'

**OFFER TO PURCHASE**

**SURPLUS CITY OF SEATTLE PROPERTY**

The undersigned hereby offers to purchase the following real property owned by The City of Seattle.

**PM# 260419-2-301 Parcel D at a purchase price of \$ \_\_\_\_\_**

This offer is made subject to all the terms, conditions, limitations, restrictions, requirements and covenants contained in each of the following, the same being known by the undersigned:

- (a) Instructions To Bidders,
- (b) Quit Claim Deed, and
- (c) Offer To Purchase.

A bid deposit in the sum of \$18,750.00 in the form of a bank draft, certified check, or bank cashier's check payable to: **CITY OF SEATTLE TREASURER** must accompany the Offer To Purchase. Deposits for offers to purchase that are not selected will be returned to undersigned at the address below within ten (10) days after the deadline for offers to purchase.

Written notice of acceptance will be mailed to the undersigned at the address below.

The sale of property will be subject to the approval by the Director of the Fleets and Facilities Department.

\_\_\_\_\_  
Name of Proposed Purchaser

By: \_\_\_\_\_  
Signature of Proposed Purchaser

\_\_\_\_\_  
Title, if any

\_\_\_\_\_  
Address of Proposed Purchaser

\_\_\_\_\_  
Telephone Number

**THIS is a SAMPLE DEED**

After recording, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUIT CLAIM DEED**  
(Unimproved Property)

**Reference number of related documents:**

**Grantor:** The City of Seattle

**Grantee:** \_\_\_\_\_

Legal Description:

Abbreviated Form:

Additional legal description is on Page \_\_\_\_ of document.

Assessor's Property Tax Parcel Account Number(s):

**Grant.** The City of Seattle, a Washington municipal corporation ("Grantor"), hereby conveys and quit claims to \_\_\_\_\_, ("Grantee"), for and in consideration of the sum of \_\_\_\_\_ Dollars (\$.00), and subject to the COVENANT set forth below that certain real property located in the City of Seattle, King County, Washington, and legally described as follows:

**COVENANT REGARDING ENVIRONMENTAL CONDITIONS**

**The Property described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify, defend, and hold Grantor**

**and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.**

**For purposes of this COVENANT, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.**

**Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.**

