

VASHON: LOST LAKE NATURAL AREA

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between VASHON PARK DISTRICT, a municipal corporation of the State of Washington, ("Seller"), and KING COUNTY, a political subdivision of the State of Washington ("Buyer"), for purchase and sale of that certain property situated in King County, Washington, described on Exhibit "A", and all rights appurtenant (the "Property").

PURCHASE PRICE: The total purchase price for the Property is **Seventy Thousand and No/100 Dollars (US \$70,000.00)** ("Purchase Price"). The Purchase Price is payable at closing in cash.

2. **TITLE:**

2.1 **Deed:** At closing, Seller will execute and deliver to Buyer a Statutory Warranty Deed conveying and warranting good and marketable title to the Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those defects and/or encumbrances (if any) identified on Exhibit "B" (collectively, "Permitted Exceptions").

2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES:**

3.1 **Due Diligence Inspection and Feasibility:** Buyer shall satisfy itself by investigation and inspection, at its cost and expense, in its sole and absolute discretion that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, this Agreement shall terminate pursuant to Paragraph 3.3. Seller hereby grants Buyer's employees, agents or contractors a right of entry onto the Property for any site inspections performed in connection with this Due Diligence Contingency. In connection with such inspections, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Buyer caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering Seller's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees.

3.2 **Funding:** The sale of the Property is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council, King County Executive's approval of said appropriation, and spending authority of funds sufficient to close the sale.

3.3 **Removal of Contingencies:** King County shall have a period of 90 days from the date all parties have signed this Agreement to remove all contingencies. King County may remove such contingencies by sending written notice thereof to Seller pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void, and the Parties shall have no further obligations hereunder.

4. **RISK OF LOSS:** Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller represents warrants and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;

5.2 **No Leases:** The Property is not subject to any leases, tenancies or rights of persons in possession and Seller shall not enter into or establish any leases, tenancies or rights of persons in possession prior to Closing;

5.3 **No Material Defect:** Seller is unaware of any material defect in the Property;

5.4 **Debris and Personal Property:** Seller will remove all debris and personal property, prior to closing, located on the Property (if any) at Sellers cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal;

5.5 **Contamination:** Seller represents and warrants that he/she/it has not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on the property, except in accordance with local, state, and federal statutes and regulations, nor caused or allowed the release of any hazardous substance onto, at, or near the Property. Seller is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to its operation on the Property, and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property and, to the Seller's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

5.6 Fees and Commissions: Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees.

5.7 Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 Contents of Septic Systems and Fuel Tanks: No more than 30 days prior to Closing, Seller shall cause all septic systems and fuel tanks, if any, located on the Property to be emptied, and the contents of said systems and tanks to be properly disposed of or removed from the Property. Seller shall provide to Buyer prior to Closing adequate documentation that all requirements under this Section 5.8 have been fulfilled.

5.9 Termination: If Buyer determines in its sole and absolute discretion that any representation, warranty or covenant contained herein has been breached prior to Closing, Buyer may elect to terminate this Agreement by sending written notice thereof to Seller pursuant to Paragraph 7.

6. CLOSING:

6.1 Time for Closing: The sale will be closed in the office of the Closing Agent not later than twenty-one (21) days from the date all contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Stewart Title Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101

6.2 Prorations: Closing Costs: Seller will pay real estate excise taxes (if any are due) and real property taxes prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy, the cost of recording the Statutory Warranty Deed from the Seller, and the Closing Agents escrow fees.

6.3 Possession: Buyer shall be entitled to possession of the Property at Closing.

6.4 **Seller Questionnaire:** The “Seller Questionnaire” is attached to this Agreement as Exhibit “C”, and shall be completed by Seller and delivered to Buyer at the time this Agreement has been executed by both Parties. Nothing in the Seller Questionnaire creates a representation or warranty by the Seller with respect to the Property, nor does it create any rights or obligations for the Parties.

7. **NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:
Vashon Park District
P. O. Box 1608
Vashon WA, 98070

TO BUYER:
King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 5600
Seattle, WA 98104

8. **DEFAULT AND ATTORNEYS’ FEES:**

8.1 **DEFAULT BY BUYER:** In the event Closing does not occur due to default by Buyer, Seller’s sole and exclusive remedy shall be to terminate this Agreement.

8.2 **DEFAULT BY SELLER:** In the event Closing does not occur due to default of Seller, Buyer shall have the right to bring an action for specific performance, damages and any other remedies available at law or in equity. In seeking any equitable remedies, Buyer shall not be required to prove or establish that Buyer does not have an adequate remedy at law. Seller hereby waives the requirement of any such proof and acknowledges that Buyer would not have an adequate remedy at law for Seller's breach of this Agreement.

8.3 **ATTORNEY’S FEES:** In an action to enforce this Agreement, each Party shall bear its own attorney’s fees and costs.

9. **GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.


10. **WASTE; ALTERATION OF PROPERTY:** Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable

materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

12. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Seller on or before May 12, 2023.

BUYER: King County, a political subdivision
of the State of Washington.

BY: 
3BF37BA2A4A1476...
Maurin McBroom, Deputy Director
Department of Natural Resources and Parks

Date: 3/30/2023

SELLER: Vashon-Parks District

BY: _____
Elaine Rocheford, Executive Director

Date: _____

EXHIBITS: **Exhibit A**, Legal Description
Exhibit B, Permitted Exception/Title Report
Exhibit C, Seller Questionnaire

EXHIBIT A

LEGAL DESCRIPTION

Government Lot 1 in Section 36, Township 22 North, Range 2 East, W.M.,
TOGETHER WITH 2nd Class Tidelands to extreme low tide fronting said Government Lot 1.
Situate in the County of King, State of Washington.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Stewart Title Company Title Report #1160374 (Second Report) 6 dated May 17, 2022, and any supplements thereto (which Title Report and Supplement are incorporated into this Agreement by this reference) numbered 8, Schedule B-I; and 7. 8, 9, 10, 11 and 12, Schedule B-II.

EXHIBIT C

Landowner Questionnaire

Title

1. Are there any encroachments, boundary agreements, or boundary disputes? ☐ Yes ☐ No ☐ Don't know

If yes, please explain: _____

2. Is there a private road or easement agreement for access to the property? ☐ Yes ☐ No ☐ Don't know
3. Are there any written agreements for joint maintenance of an easement or road? ☐ Yes ☐ No ☐ Don't know

Annual Cost: _____

Utilities

1. The source of water for the property is: ☐ Private or publicly owned water system
☐ Private well serving only the subject property
☐ Other water system: _____
2. The property is served by: ☐ Public sewer system
☐ On-site septic system
☐ Other disposal system: _____
3. Utilities are provided, as follows:

Oil: _____

Gas: _____

Electric: _____

Sewage: _____

Water: _____

4. List any leased equipment and terms: _____

Homeowner's Association

- Is there a Homeowners' Association? ☐ Yes ☐ No ☐ Don't know

Name of Association: _____

Contact name: _____

Name of Association: _____

Contact phone number and/or address: _____

Annual membership dues: _____

Pending special assessments: _____