

VASHON: MILETA CREEK NATURAL AREA

REAL ESTATE DONATION 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 ("Donor"), and KING COUNTY, a political subdivision of the State of Washington ("Donee"), for the charitable donation of that certain property situated in King County, Washington, described on Exhibit "A", and all rights appurtenant (the "Property").

1. **CHARITABLE DONATION:** The Property will be transferred from Donor to Donee as a charitable donation.

2. **TITLE:**

2.1 **Deed:** At closing, Donor will execute and deliver to Donee 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, Donee shall receive (at Donee's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Donee in the amount of the Purchase Price against loss or damage by reason of defect in Donee'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:** Donee 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 Donee's contemplated use meets with its approval ("Due Diligence Contingency"). If Donee is not satisfied with the condition of the Property, this Agreement shall terminate pursuant to Paragraph 3.3. Donor hereby grants Donee'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, Donee agrees to hold harmless, indemnify and defend Donor, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Donee caused by or arising out of any act, error or omission of Donee, its officers, agents, contractors, subcontractors or employees in entering Donor's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Donor, its officers, agents and

employees.

3.2 **Council Approval:** Closing is contingent on approval by the Metropolitan King County Council of the charitable donation.

3.3 **Removal of Contingencies:** King County shall have a period of 150 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 Donor pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void.

4. **RISK OF LOSS:** Donor 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, Donor shall promptly notify Donee thereof and Donee may, in its sole discretion, terminate this Agreement by giving notice of termination to the Donor.

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

5.1 **Authority:** Donor, and the person(s) signing on behalf of Donor, has full power and authority to execute this Agreement and perform Donor's obligations, and if Donor 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;

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

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

5.5 **Contamination:** Donor 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. Donor 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. Donor has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property and, to the Donor's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

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

5.7 Indemnification: Donor agrees to indemnify, defend, and hold harmless Donee, 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 Termination: If Donee determines in its sole and absolute discretion that any representation, warranty or covenant contained herein has been breached prior to Closing, Donee may elect to terminate this Agreement by sending written notice thereof to Donor 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.

Donee and Donor 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 Donor. The Closing Agent shall be:

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

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

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

6.4 Seller Questionnaire: The "Donor Questionnaire" is attached to this Agreement as Exhibit "C", and shall be completed by Donor and delivered to Donee at the time this Agreement has been executed by both Parties. Nothing in the Donor Questionnaire creates a representation or warranty by the Donor 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 DONOR:

Vashon Park District
P. O. Box 1608
Vashon WA, 98070

TO DONEE:

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 DONEE:** In the event Closing does not occur due to default by Donee, Donor's sole and exclusive remedy shall be to terminate this Agreement.

8.2 **DEFAULT BY DONOR:** In the event Closing does not occur due to default of Donor, Donee 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, Donee shall not be required to prove or establish that Donee does not have an adequate remedy at law. Donor hereby waives the requirement of any such proof and acknowledges that Donee would not have an adequate remedy at law for Donor'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 Donee and Donor 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 Donee and Donor. 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, Donee and Donor 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.

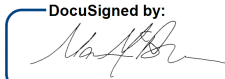
10. **WASTE; ALTERATION OF PROPERTY:** Donor shall not commit waste on the Property, nor shall Donor remove trees or other vegetation, coal, minerals or other valuable materials nor shall Donor substantially alter the surface or subsurface of the Property without the express written consent of Donee.

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 Donor on or before May 12, 2023.

Signed in duplicate original.

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

BY:  3/30/2023
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Maurin McBroom, Deputy Director
Department of Natural Resources and Parks

DONOR: Vashon-Parks District

BY: _____
Elaine Rocheford, Executive Director

Date: _____

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

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

A 2 acre parcel described as the East 10 acres of the Northeast quarter of the Northeast quarter of Section 21, Township 22 North, Range 3 East, W.M., in King County, Washington.

EXCEPT the North 8 acres thereof.

PARCEL B:

The North 8 acres of the East 10 acres of the Northeast quarter of the Northeast quarter of Section 21, Township 22 North, Range 3 East, W.M., in King County, Washington;

EXCEPT that portion thereof conveyed to the County of King for road by Deed recorded under Recording Nos. 384590 and 384591.

PARCEL C:

The North 5 acres of the West 6.25 acres of the East 16.25 acres of the Northeast quarter of the Northeast quarter of Section 21, Township 22 North, Range 3 East, W.M., in King County, Washington;

EXCEPT County Road.

All 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 #1160385 dated April 1, 2021, and any supplements thereto (which Title Report and Supplement are incorporated into this Agreement by this reference) numbered 11, Schedule B-I; and 7, 8, 9, 10, 11 and 12, Schedule B-II.

EXHIBIT C

Donor 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: _____

Oil: _____

Sewage: _____

Water: _____

4. List any leased equipment and _____

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: _____
