

Ordinance 19819

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “Seller”), and **FRIENDS OF MUKAI**, a Washington nonprofit corporation (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (the “Effective Date”).

RECITALS

A. Seller is the owner of that certain real property located at 18005 107th Avenue Southwest, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “Real Property”).

B. The Real Property is one of two parcels that comprise the Mukai Agricultural Complex, which began in the 1920s as a strawberry farm operated by the prominent Japanese American Denichiro (B.D.) Mukai. One parcel of the Mukai Agricultural Complex (the “Mukai Parcel”) includes Japanese-style gardens planted by B.D. Mukai’s wife, Kuni Mukai, and a 1920’s Craftsman-style residence. The other parcel—the Real Property—includes a cold process fruit barreling plant (“Fruit Barreling Plant”), where strawberries grown on the farm were barreled and shipped.

C. The Mukai family fled to Oregon after the Japanese Exclusion Act was signed in 1942. While the family returned to Vashon after World War II had ended, the strawberry business had become less profitable, and B.D. Mukai’s son sold the Real Property in 1969. The Mukai Agricultural Complex passed through several ownerships thereafter.

D. In 2002, King County designated the Mukai Agricultural Complex a King County Landmark. The following year, the National Park Service placed the Mukai Agricultural Complex on the National Register of Historic Places.

E. Buyer, a Vashon Island-based Washington nonprofit corporation dedicated to the preservation of the Mukai Agricultural Complex, and current owner of the Mukai Parcel, has worked closely with Seller for nearly ten years to secure and reunite both parcels.

F. In 2017, with the help of a Washington State Department of Archaeology and Historic Preservation grant (“Grant”) and the advocacy and a cash contribution of Buyer, Seller acquired the Real Property from a private party with the goal of preserving the Fruit Barreling Plant. The Grant resulted in the Real Property being subject to a historic preservation covenant.

G. Pursuant to a use agreement with Seller (“Use Agreement”), Buyer has occupied the Real Property since November 2018. Throughout the term of the Use Agreement, Buyer has worked to restore the Fruit Barreling Plant, consistent with the requirements set forth in the historic preservation covenant. The restoration of the Fruit Barreling Plant is the third and final major phase of Buyer’s restoration and unification of the Mukai Agricultural Complex.

H. Buyer desires to own, operate, and maintain the Real Property subject to the historic preservation covenant, and Seller willing to convey the Real Property to Buyer in fee simple determinable title with possibility of reverter, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE CONVEYED. Subject to and upon the terms and conditions set forth in this Agreement, Seller shall convey to Buyer, on the Closing Date (defined in Section 9.1.3), and Buyer shall accept from Seller on the Closing Date, the following assets and properties:

1.1.1. Fee simple determinable title with possibility of reverter in the Property, as further described in Section 1.2 below;

1.1.2. All of Seller's right, title, and interest in improvements and structures located on the Property, if any;

1.1.3. All of Seller's right, title, and interest in and to tangible personal property, if any, owned by Seller and attached, appurtenant to, or used in connection with the Property; and

1.1.4. All of Seller's tenements, hereditaments, easements, and rights appurtenant to the Property, including, but not limited to, all of Seller's right, title, and interest in and to streets, alleys, or other public ways within the Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals, and permits affecting the Property, except that Seller shall retain (i) ownership of that certain thirty foot strip conveyed to King County for road purposes under King County recording no. 5339903; and (ii) nonexclusive rights in any other existing easements or other rights in the Property that are of record and that are appurtenant to other King County property or that serve other King County programs or projects (e.g. utility easements, stormwater management easements, stream maintenance easements, access easements, etc.).

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

1.2. The Parties agree that the terms and conditions in this Section 1.2 shall be incorporated in the quitclaim deed conveying the Property ("Deed") from Seller (Grantor) to Buyer (Grantee), and shall thereafter run with the land that makes up the Property:

1.2.1. CONVEYANCE.

1.2.1.1 Grantor conveys and quitclaims to Grantee the following described real property in fee simple determinable title with possibility of reverter upon the conditions set forth below:

SEE LEGAL DESCRIPTION IN EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN (the “Property”).

1.2.1.2 Grantor conveys to Grantee title to the Property for so long as the following is continuously preserved and operated on the Property, as may be modified as provided in this Deed: The Cold Press Fruit Barreling Plant, made accessible for the benefit of the public and maintained in accordance with (i) the requirements set forth in that certain Deed of Right and Covenant to Use Land for Historic Preservation Purposes, recorded under King County Recorder’s Office no. 20170616001395 (the “Covenant”); and (ii) the specific covenant set forth in **Section 1.2.2** pertaining to use, which covenant shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system.

1.2.1.3 If Grantee or its successors in interest fail to preserve and operate the Fruit Barreling Plant in accordance with the terms of **Section 1.2.1.2**, and if Grantee does not timely cure such failure after notice of default from Grantor under **Section 1.2.4**, then title to the Property shall revert to Grantor without suit or a judgment of any court, provided, however, Grantor’s reversionary interest described in this Section 1.2.1.3 shall terminate at 11:59PM on July 9, 2034.

1.2.2 PARKS LEVY RESTRICTION. Grantee acknowledges that the Property was purchased in part with funding from the King County parks levy authorized by Ordinance 18890, and Buyer covenants that the Property will be used for the open space purposes contemplated by Ordinance 18890, and that the Property shall not be converted to a different use unless (i) other equivalent property within the County shall be received in exchange therefor; and (ii) the requirements set forth in Section 1.2.1.2 are maintained.

1.2.3 GRANTOR’S RESERVED RIGHT OF ACCESS AND INSPECTION. In addition to the possibility of reverter set forth in **Sections 1.2.1.2** and **1.2.1.3**, and Grantor’s other reserved rights under **Section 1.1** of this Agreement and **Exhibit C**, Grantor reserves to itself, and its successors and assigns, through July 9, 2034, the right of ingress and egress over clearly established drive lanes that are in use by the travelling public and the right to inspect the Property for compliance with the terms and conditions contained in this Deed, with reasonable notice to Grantee or its successors or assigns. Nothing in this Deed is intended to or shall be construed as limiting Grantor or its successors’ and assigns’ ability to access the Property in the manner otherwise provided to the general public.

1.2.4 NOTICE AND CURE PERIOD.

1.2.4.1 Events of Default. The following events shall constitute a default of the terms of this Deed:

(a) Grantee or its successors in interest fail to operate and maintain the Property as required under **Section 1.2.1.2** and **1.2.1.3**; or

(b) Grantee or its successors in interest interfere with, or allow others to interfere with Grantor, its successors' and assigns' right of access or right to inspect the Property as provided in **Section 1.2.3**.

1.2.4.2 Notice to Cure Default. In the event of a default by Grantee or its successors in interest, Grantor will provide written notice of said default to Grantee (and, if different than Grantee, the then-current owner of the Property) to cure the default within thirty (30) calendar days. Thereafter, Grantee shall have thirty (30) calendar days to cure the alleged breach (or, in the case of an alleged breach that reasonably requires more than 30 calendar days to cure, Grantee shall commence to cure such breach during the 30-calendar day period); and if Grantee does not cure such breach during that 30 calendar day period (or does not commence to cure a breach reasonably requiring more than 30 calendar days to cure), then Grantee shall be deemed in default under this Deed.

1.2.4.3 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Deed shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to Grantor:

GRANTOR
King County Department of Natural Resources
and Parks
Attn: Warren Jimenez, Director, Parks and
Recreation Division
700 Third Ave., Suite 600
Seattle, WA 98104
Email: wjimenez@kingcounty.gov; *with a copy*
to KCParks.LegalNotices@kingcounty.gov

With a copy to:

Manager, Real Estate Services
500 Fourth Avenue
ADM-ES-0500
Email: steve.rizika@kingcounty.gov

If to Grantee:

GRANTEE

Friends of Mukai
Attn: President
P.O. Box 2603, Vashon, WA 98070
Email info@mukaifarmandgarden.org

Notwithstanding anything in this Section 1.2.4.3 to the contrary, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

1.2.5 ANNUAL REPORTS. Not later than July 1 of each calendar year, through the year 2034 (inclusive), Grantee shall submit to Grantor a report detailing how Grantee advanced preservation and provided public access to the history of the Property, Mukai Family, and the broader Japanese-American Experience. The report shall include a written update on fundraising, preservation and construction activity (including photographs of construction activity and current property conditions), tenancies and any tenant improvements undertaken, interpretative exhibits, educational programming, and cultural events held by Grantee over the past year. By July 1, 2025 Grantee shall submit a written preservation and interpretation plan for the Property through 2034. The preservation and interpretation plan shall follow standards and codes of ethics referenced by the Washington State Historical Society and Section 1.2.1.2. Grantee shall submit the report to Grantor in the manner provided in Section 1.2.4.3 of this Deed.

1.2.6 FORCE MAJEURE.

1.2.6.1 "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations under this Deed, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party is unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing definition, Force Majeure Event may include natural phenomena, such as storms, hurricanes, floods, lightning, or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of the party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, epidemic, rebellion, riot, or terrorism or war. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers, contractors, or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this section.

1.2.6.2 Except as otherwise specifically provided in this Deed, neither Party shall be considered in default or breach of this Deed or liable for any delay or failure to comply with the terms of this Deed, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. Provided, that the Party claiming relief based on a Force Majeure Event shall: (a) promptly notify the other Party in writing of the existence and nature of the Force Majeure Event; (b) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (c) notify the other Party in writing of the cessation of such Force Majeure Event; and (d) resume performance of its obligations under this Deed as soon as practicable thereafter. Provided further, that Grantee's duty to comply with the obligations set forth in Sections

1.2.1, 1.2.2, 1.2.3, and 2.1 of this Agreement shall not be subject to this Section 1.2.6.2 and shall not otherwise be suspended or modified by Force Majeure.

1.2.7 Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Grantee shall not suffer or permit any levy or attachment to made or any other encumbrance or lien to attach to the Property prior to July 10, 2034, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

1.2.7 Grantee, for itself and its successors and assigns, covenants and agrees that it shall include the terms and conditions set forth in this Deed in any subsequent deed conveying title to any and all portions of the Property for which the reversionary interest has not been extinguished by Grantor pursuant to a properly executed and recorded deed.

ARTICLE 2. PURCHASE PRICE

2.1. CONSIDERATION. Seller will convey to Buyer the Property in fee simple determinable title with possibility of reverter for \$0 cash price in consideration of (a) Buyer's promise to operate and maintain the Property as part of the historic Mukai Agricultural Complex for benefit of the public, which will benefit the County by relieving it from the burden of maintaining the Property; (b) Buyer's acceptance of and compliance with the Covenant, attached hereto as **Exhibit B**; and (c) Buyer's performance of every obligation and duty undertaken by it in this Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. ORGANIZATION. The Seller is a home rule charter county and political subdivision of the State of Washington duly organized, validly existing, and in good standing under the laws of the State of Washington.

3.1.2. EXECUTION, DELIVERY, AND PERFORMANCE OF AGREEMENT; AUTHORITY. The execution, delivery, and performance of this Agreement by Seller (a) is within the powers of Seller as a home rule charter county and political subdivision of the State of Washington, and (b) subject to the contingency in Section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.3. NO BROKER. No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's,

or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller.

3.1.4. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease, or other transaction that affects the Property in any way; or

(b) sell, dispose of, or encumber any portion of the Property.

3.1.5. FOREIGN PERSON. Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986 (“Code”), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT E**, evidencing such fact, and such other documents as may be required under the Code.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

3.2.1. ORGANIZATION. Buyer is a Washington nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2. EXECUTION, DELIVERY, AND PERFORMANCE OF AGREEMENT; AUTHORITY. The execution, delivery, and performance of this Agreement by Buyer (a) is within the powers of Buyer as a Washington nonprofit corporation, and (b) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer’s governing authority. This Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.3. NO BROKER. No broker, finder, agent, or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker’s, finder’s, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement (“Seller Disclosure Statement”) and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled “Environmental” if the answer to any of the questions in that section would be “yes.” Nothing in any Seller Disclosure Statement

delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller’s representations and warranties in Section 3.1 of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to, the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations, or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property, and the existence, nonexistence, or condition of utilities serving the Property;
- (g) The actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control

Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that it will thereby approve and accept the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property “AS IS, WHERE IS” with all faults and patent or latent defects, including, without limitation, the actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. Buyer acknowledges and agrees that, except to the extent of Seller’s representations and warranties in Section 3.1 of this Agreement, Buyer, and any person or entity claiming by or through Buyer, shall have no recourse against the Seller for, and waives, releases, and discharges forever the Seller from, any and all past, present, or future claims or demands, and any and all past, present, or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation, fines, penalties, and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape,

disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend, and hold Seller, its officers, agents, and employees, harmless from and against any and all Losses, liability, claim, agency order, or requirement, damage, and expense relating to or arising out of, directly or indirectly, the Property, including, without limitation, those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into, or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations.

3.4. RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. From and after the Closing Date the risk of loss relating to the Property shall rest with Buyer. Risk of Loss shall be deemed to include any property damage occurring as a result of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain, or other natural occurrence.

ARTICLE 4. TITLE MATTERS

4.1. TITLE. Seller’s intent is to deliver to Buyer fee simple determinable title with possibility of reverter, and subject to the Permitted Exceptions, through the execution of a quitclaim deed (as defined in **Section 4.5**).

4.2. TITLE COMMITMENT. Buyer shall cause to be obtained, at its expense, a current ALTA form of commitment for an owner’s standard policy of title insurance (the “Title Commitment”) issued by First American Title Insurance Company (the “Title Company” or “Escrow Agent”).

4.3. REVIEW OF TITLE COMMITMENT. If Buyer obtained any Title Commitment or survey prior to the Closing Date, then as of the Closing Date, any exceptions or other items that are set forth in the Title Commitment or the survey are deemed to be permitted exceptions (the “Permitted Exceptions”).

4.4. OWNER’S TITLE INSURANCE POLICY. Seller shall not be obligated to pay the cost for the Buyer to obtain an owner’s ALTA policy of title insurance.

4.5. CONVEYANCE; RESTRICTIVE COVENANTS.

4.5.1 Seller shall convey to Buyer fee simple determinable title with possibility of reverter to the Property by quitclaim deed in the form attached hereto as **Exhibit C**, subject to

the Permitted Exceptions as defined herein and in Section 4.3, and subject also to the possibility of reverter and other terms and conditions set forth in Article 1 of this Agreement. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

4.5.2 Buyer acknowledges that the Property was acquired in part with a grant from the Washington State Department of Archaeology and Historic Preservation, and is subject to a Deed of Right of Covenant to Use Land for Historic Preservation Purposes recorded under King County Recording No. 20170616001395. Buyer shall comply with all requirements set forth in the Covenant.

4.5.3 Buyer acknowledges that the Property was purchased in part with funding from the King County parks levy authorized by Ordinance 18890, and Buyer covenants that the Property will be used for the open space purposes contemplated by Ordinance 18890, and that the Property shall not be converted to a different use unless (i) other equivalent property within the County shall be received in exchange therefor; and (ii) the requirements set forth in Section 1.2.1.2 are maintained. Buyer agrees that Seller has standing to enforce this covenant.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE. Buyer acknowledges that, pursuant to that certain Historic Preservation and Use Agreement between King County and Friends of Mukai regarding the Fruit Barreling Plant, it has occupied and maintained the Property, including the installation of improvements and structures thereon, since November 19, 2018. Buyer has satisfied 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 and that Buyer's contemplated use is feasible.

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date ("Council Approval Period"). Seller may unilaterally extend the Council Approval Period for up to an additional ninety (90) days. The Parties may further extend the Council Approval Period by mutual agreement set forth in writing. If the Council Approval Contingency is not satisfied within the Council Approval Period, as may be extended consistent with this Section 5.2, then this Agreement shall terminate, and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, as may be extended consistent with this Section 5.2, then Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

8.3. CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each

of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. DELIVERY OF DOCUMENTS. Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

9.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

9.3. TITLE. The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

10.2. CLOSING COSTS.

10.2.1 Seller shall not be responsible for payment of any taxes, assessments, fees, or other charges related to or due and owing on the Property; and Buyer shall bear all responsibility for any such taxes, assessments, fees, or other charges related to or due and owing on the Property.

10.2.2 Seller shall pay the cost of one half (1/2) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one half (1/2) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly-executed documents:

10.3.1. A quitclaim deed conveying fee simple determinable title with possibility of reverter to the Property, substantially in the form of **EXHIBIT C** attached hereto;

10.3.2. A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT D**, attached hereto for the Personal Property, if any;

10.3.3. A seller's certificate of non-foreign status substantially in the form of

EXHIBIT E, attached hereto; and

10.3.4 Such other documents or instruments as may be required to effectuate the transaction contemplated in this Agreement.

10.4. BUYER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent the following properly-executed documents:

10.3.1. A quitclaim deed accepting fee simple determinable title with possibility of reverter to the Property, substantially in the form of **EXHIBIT C** attached hereto;

10.3.2. A bill of sale and assignment duly executed by the Buyer in substantially the form of **EXHIBIT D**, attached hereto for the Personal Property, if any; and

10.3.3. Such other documents or instruments as may be required to effectuate the transaction contemplated in this Agreement.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. 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.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement.

11.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day,

as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Buyer: Friends of Mukai
Attn: President
P.O. Box 2603, Vashon, WA 98070
info@mukaiarmandgarden.org

If to Seller: King County
King County Facility Management Division
Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Steve Rizika
Email: steve.rizika@kingcounty.gov

With a copy to: King County Prosecuting Attorney's Office
Civil Division
King County Courthouse
701 5th Avenue, Suite 600
Seattle, WA 98104
Attention: Erin Jackson, Senior Deputy
Prosecuting Attorney
Email: erin.jackson@kingcounty.gov

Notwithstanding anything in this Section 11.4 to the contrary, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the

remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors, and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.10. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

11.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action, and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD-PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

11.14. ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. If there is any conflict between the terms and provisions of this Agreement, and the terms and provisions of the deed executed to convey the Property from Buyer to Seller, then the terms and provisions of the deed shall control. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER’S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as “to Seller’s knowledge” or “about which Seller has knowledge” are made to and limited by the present, actual knowledge of Warren Jimenez, who is an employee of King County, and is the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks. Warren Jimenez has made no inquiries or investigations with respect to Seller’s representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Section 3.3.4 are specifically and expressly intended to constitute a waiver of the Buyer’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
Exhibit B	Deed of Right and Covenant to Use Land for Historic Preservation Purposes
EXHIBIT C	Quitclaim Deed
EXHIBIT D	Bill of Sale and Assignment
EXHIBIT E	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

BUYER: FRIENDS OF MUKAI

DocuSigned by:
By: Anthony Wright
22F0157CCF6B4B8...

By: _____

Name: Anthony Wright

Name: _____

Title: Director, Facilities Management Division

Title: _____

Date: 3/29/2024

Date: _____

APPROVED AS TO FORM ONLY:

DocuSigned by:
By: _____
Senior Deputy _____ Attorney
0FE7A83C43D24E9...

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

By: _____

Name: Anthony Wright

Title: Director, Facilities Management Division

Date: _____

BUYER: FRIENDS OF MUKAI

By: _____
DocuSigned by:
Riya Kuo

Name: _____
4122E81D198745F...
Riya Kuo

Title: Board President

Date: 3/21/2024

APPROVED AS TO FORM ONLY:

By: _____

Senior Deputy Prosecuting Attorney

EXHIBIT A.

LEGAL DESCRIPTION

TRACT 9, STATE SUBDIVISION PORTION SECTION 31, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON (VACATED), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 196.2 FEET THEREOF;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 5339903;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE SOUTH 15 FEET OF THE NORTH 1,338 FEET OF THE EAST 640 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 31 LYING WEST OF THE EAST 310 FEET.

EXHIBIT B.

Deed of Right and Covenant to Use Land for Historic Preservation Purposes

EXHIBIT C.

QUITCLAIM DEED

AFTER RECORDING RETURN TO:

Friends of Mukai
P.O. Box 2603
Vashon, WA 98070
Attn: President

QUITCLAIM DEED

Grantor --- King County, Washington

Grantee --- Friends of Mukai

Legal ----- See Exhibit A

Tax Acct. -- 312303-9044

Grantor, KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“County” or “Grantor”), for and in consideration of mutual benefits, hereby conveys and quitclaims in fee simple determinable title with possibility of reverter to Grantee, FRIENDS OF MUKAI, a Washington nonprofit corporation (“Buyer” or “Grantee”), the following the real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after-acquired title (the “Property”), subject to the covenants set forth herein, which covenants are intended to be running covenants burdening the real property described in Exhibit A and benefiting the land that makes up the County’s system of parks, recreation, and open space lands. The covenants shall bind Grantor and Grantee and their respective successors and assigns. Grantee agrees that Grantor has standing to enforce these covenants. Grantor and Grantee are sometimes referred to herein individually as a “Party” and together as the “Parties.”

1. Grantor conveys to Grantee title to the Property for so long as the following is continuously preserved and operated on the Property, as may be modified as provided in this Deed: The Cold Press Fruit Barreling Plant, made accessible for the benefit of the public and maintained in accordance with (i) the requirements set forth in that certain Deed of Right and Covenant to Use Land for Historic Preservation Purposes, recorded under King County Recorder’s Office no. 20170616001395 (the “Covenant”); and (ii) the specific covenants set forth in Sections 2 and 3 of this Deed pertaining to use, which covenant shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system.

2. If Grantee or its successors in interest fail to preserve and operate the Fruit Barreling Plant in accordance with the terms of Section 1, and if Grantee does not timely cure such failure after notice of default from Grantor under Section 5, then title to the Property shall revert to Grantor without suit or a judgment of any court, provided, however, Grantor’s reversionary interest described in this Section 2 shall terminate at 11:59PM on July 9, 2034.

3. Grantee acknowledges that the Property was purchased in part with funding from the King

County parks levy authorized by Ordinance 18890, and Buyer covenants that the Property will be used for the open space purposes contemplated by Ordinance 18890, and that the Property shall not be converted to a different use unless (i) other equivalent property within the County shall be received in exchange therefor; and (ii) the requirements set forth in Section 1 of this Deed are maintained.

4. In addition to the possibility of reverter set forth in Sections 1 and 2, Grantor reserves to itself, and its successors and assigns, through July 9, 2034, the right of ingress and egress over clearly established drive lanes that are in use by the travelling public and the right to inspect the Property for compliance with the terms and conditions contained in this Deed, with reasonable notice to Grantee or its successors or assigns. Nothing in this Deed is intended to or shall be construed as limiting Grantor or its successors' and assigns' ability to access the Property in the manner otherwise provided to the general public.

5. Notice and Cure Period.

5.1 Events of Default. The following events shall constitute a default of the terms of this Deed:

A. Grantee or its successors in interest fail to operate and maintain the Property as required under Sections 1 and 2; or

B. Grantee or its successors in interest interfere with, or allow others to interfere with Grantor, its successors' and assigns' right of access or right to inspect the Property as provided in Section 3.

5.2 In the event of a default by Grantee or its successors in interest, Grantor will provide written notice of said default to Grantee (and, if different than Grantee, the then-current owner of the Property) to cure the default within thirty (30) calendar days. Thereafter, Grantee shall have thirty (30) calendar days to cure the alleged breach (or, in the case of an alleged breach that reasonably requires more than 30 calendar days to cure, Grantee shall commence to cure such breach during the 30-calendar day period); and if Grantee does not cure such breach during that 30 calendar day period (or does not commence to cure a breach reasonably requiring more than 30 calendar days to cure), then Grantee shall be deemed in default under this Deed.

6. Force Majeure.

6.1 "Force Majeure Event" means any act or event that prevents the affected party from performing its obligations under this Deed, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected party and such party is unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing definition, Force Majeure Event may include natural phenomena, such as storms, hurricanes, floods, lightning, or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of the party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, epidemic, rebellion, riot, or terrorism or war. Force Majeure Events shall not include equipment failures or acts or omissions

of agents, suppliers, contractors, or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this Section 6.1.

6.2 Except as otherwise specifically provided in this Deed, neither Party shall be considered in default or breach of this Deed or liable for any delay or failure to comply with the terms of this Deed, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. Provided, that the Party claiming relief based on a Force Majeure Event shall: (a) promptly notify the other Party in writing of the existence and nature of the Force Majeure Event; (b) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (c) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations under this Deed as soon as practicable thereafter. Provided further, that Grantor's duty to comply with Sections 2 and 3 of this Deed shall not be subject to this Section 6.2 and shall not otherwise be delayed or modified by Force Majeure.

7. Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property prior to July 10, 2034, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion

8. Not later than July 1 of each calendar year, through the year 2034 (inclusive), Grantee shall submit to Grantor a report detailing how Grantee advanced preservation and provided public access to the history of the Property, Mukai Family, and the broader Japanese American Experience. The report shall include a written update on fundraising, preservation and construction activity (including photographs of construction activity and current property conditions), tenancies and any tenant improvements undertaken, interpretative exhibits, educational programming, and cultural events held by Grantee over the past year. By July 1, 2025, Grantee shall submit a written preservation and interpretation plan for the Property through 2034. The preservation and interpretation plan shall follow standards and codes of ethics referenced by the Washington State Historical Society and Section 1 of this Deed. Grantee shall submit the report and preservation and interpretation plan to Grantor in the manner provided in Section 9 of this Deed.

9. Any and all notices or other communications required or permitted to be given under any of the provisions of this Deed shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to Grantor: GRANTOR
King County Department of Natural Resources and Parks
Attn: Warren Jimenez, Director, Parks and Recreation Division
Address 700 Third Ave., Suite 600
Seattle, WA 98104
wjimenez@kingcounty.gov; with a copy to
KCParks.LegalNotices@kingcounty.gov

With a copy to: Manager, Real Estate Services
500 Fourth Avenue
ADM-ES-0500
Steve.Rizika@kingcounty.gov

If to Grantee: GRANTEE
Friends of Mukai
Attn: President
P.O. Box 2603 Vashon, WA 98070
info@mukaifarmandgarden.org

Notwithstanding anything in this Section 9 to the contrary, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered

10. Grantor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to, the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation:

10.1 The water, soil and geology;

10.2 The income to be derived from the Property;

10.3 The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;

10.4 The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations, or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;

10.5 The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property;

10.6 The manner or quality of the construction or materials, if any, incorporated into the Property, and the existence, nonexistence, or condition of utilities serving the Property;

10.7 The actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state, or local statute, regulation, code, rule,

ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

10.8 Any other matter with respect to the Property.

11. Grantee acknowledges that it has occupied the Property since 2018 pursuant to a use agreement with Grantor. Grantee has approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS," including, without limitation, the existence or non-existence of any Hazardous Substances, or the actual or threatened release, deposit seepage, migration, or escape of such substances at, from, or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws. Grantee acknowledges and agrees that Grantor shall have no liability for, and that Grantee shall have no recourse against the Grantor for, any defect or deficiency of any kind whatsoever in the Property, without regard to whether such defect or deficiency was discovered or discoverable by the Grantee or Grantor.

12. Miscellaneous.

12.1 In the event any portion of this Deed shall be found to be invalid by any court of competent jurisdiction, such holding shall not impact or affect the remaining provisions of this Deed unless that court of competent jurisdiction rules that the principal purpose and intent of this Deed should or must be defeated, invalidated, or voided.

12.2 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

12.3 The captions of any articles, paragraphs, or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs, or sections.

12.4 Prior to and after the recording of this Deed, the Parties shall cooperate, shall take such further action, and shall execute and deliver further documents as may be reasonably requested by the other Party, in order to carry out the provisions and purposes of this Deed.

12.5 This Deed and all amendments thereof shall be governed by and construed in accordance with the law of the State of Washington applicable to real property or conveyances,

without giving effect to its conflicts of law provisions or choice of law rules. If the Parties litigate any controversy, claim, or dispute arising out of or relating to this Deed, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorneys' fees and costs.

12.6 This Deed and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Deed will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Deed, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Deed.

12.7 From and after the recording date of this Deed, this Deed may not be modified or amended except by a written amendment or addendum specifically referring to this Deed and executed by the Parties hereto and duly recorded in the real property records of King County, Washington. If there is a conflict or ambiguity between this Deed and that certain real estate purchase and sale agreement executed between the Parties regarding the Property, copies of which agreement are on file with the Parties, then the terms of this Deed shall control.

**GRANTOR
KING COUNTY**

**GRANTEE
FRIENDS OF MUKAI**

BY: _____

BY: _____

TITLE: Director, Facilities Management Division

TITLE: _____

DATE: _____

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State
My appointment expires _____

NOTARY BLOCK FOR FRIENDS OF MUKAI

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State
My appointment expires _____

EXHIBIT A
TO QUITCLAIM DEED

LEGAL DESCRIPTION

TRACT 9, STATE SUBDIVISION PORTION SECTION 31, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON (VACATED), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 196.2 FEET THEREOF;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 5339903;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE SOUTH 15 FEET OF THE NORTH 1,338 FEET OF THE EAST 640 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 31 LYING WEST OF THE EAST 310 FEET.

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT D.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this _____ day of _____, 2024, by KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“**Seller**”), in favor of Friends of Mukai, a Washington nonprofit corporation (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A; and Buyer does hereby unconditionally accept the same.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale effective as of the date first above written.

SELLER:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

ACCEPTED:

BUYER

By: _____
Name:
Title:

EXHIBIT A
TO BILL OF SALE

TRACT 9, STATE SUBDIVISION PORTION SECTION 31, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON (VACATED), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 196.2 FEET THEREOF;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 5339903;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE SOUTH 15 FEET OF THE NORTH 1,338 FEET OF THE EAST 640 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 31 LYING WEST OF THE EAST 310 FEET.

EXHIBIT E.

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 2024.

King County, Transferor:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

When recorded return to:

Department of Archaeology and Historic Preserv
P. O. Box 4343
Olympia, WA 98504-8343



20170616001395

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KING COUNTY, WA

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KING COUNTY, WA

TAX
SALE

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PAGE-001 OF 001

**DEED OF RIGHT AND COVENANT TO USE
LAND
FOR HISTORIC PRESERVATION PURPOSES**

Grantor: King County, a political subdivision of the State of Washington
Contact: King County Historic Preservation Officer
King County Department of Natural Resources and Parks

Grantee: State of Washington, acting by and through the Department of Archaeology and
Historic Preservation
Contact: Washington State Historic Preservation Officer
Washington State Department of Archaeology and Historic
Preservation

Abbreviated Legal Description:

TRACT 9, STATE SUBDIVISION PORTION SECTION 31, TOWNSHIP 23 NORTH,
RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON (VACATED), ACCORDING
TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 26, IN KING
COUNTY, WASHINGTON;

EXCEPT THE SOUTH 196.2 FEET THEREOF;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED
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AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE SOUTH 15 FEET OF THE NORTH 1,338
FEET OF THE EAST 640 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 31 LYING WEST OF
THE EAST 310 FEET.

Assessor's Tax Parcel Numbers: 312303-9044

King County (Grantor), a political subdivision of the State of Washington, (Grantee), enters this Deed of Right and Covenant for Historic Preservation Purposes (Covenant) for and in consideration of monies for acquisition of the real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") coming in part from the Washington State Department of Archaeology and Historic Preservation ("DAHP"). Grantor, on behalf of itself and its successors and assigns, acknowledge the DAHP source of funding for acquisition of the Property, and confirms and agrees to abide by the preservation and maintenance obligations and restrictions on use of the Property and the requirements for disposition of all or a portion of the Property if it is put to a use inconsistent with its authorized purpose contained herein.

The purchase price for the Property was \$385,000 based upon its appraised fair market value. State funding in the amount of \$350,000 from the DAHP was provided to acquire the Property.

Preservation Covenant

Grantor conveys and grants to the State of Washington, acting by and through the Washington State Department of Archaeology and Historic Preservation (DAHP), including any successor agency ("Grantee"), as the representative of the people of the State, the right to enforce the following duties upon the Grantor so as to ensure that the Property is forever used for historic preservation purposes as described herein.

- A. The Grantor hereby covenants to maintain and preserve at all times the Mukai Cold Process Barreling Plant, 18005 107th Avenue SW, Vashon Island, Washington (Property) in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards) in 36 CFR § 68.3, in order to: 1) maintain, preserve and enhance those character-defining features and spaces that make this Property eligible for inclusion in the National Register of Historic Places; 2) make accessible for the benefit and enjoyment of the public; and 3) research, display, and interpret the historic, cultural, social, and economic significance of the Property.
- B. The Grantor shall preserve or cause to be preserved the character-defining materials, features, finishes, construction techniques, craftsmanship, and setting that characterizes the Property and as identified in the Mukai Cold Process Fruit Barreling Plant National Register of Historic Places Registration Form.
- C. The Grantor shall cause all plans for the proposed rehabilitation, construction, alteration, or replacement of character-defining materials, features, finishes, construction techniques, craftsmanship, spaces, and setting that may affect the appearance or historic or structural integrity of the Property to be submitted to the Grantee for review for adherence with the Standards.
- D. Other than minor repairs and routine maintenance, the Grantor shall not undertake, permit, or authorize any construction, alteration, or replacement of character-defining materials, features, finishes, construction techniques, craftsmanship, spaces, and setting to begin or occur until the Grantor receives written approval from the Grantee or their authorized representative.
- E. The Grantor shall cause that planning, design, rehabilitation, preservation, construction, re-construction, or replacement of character-defining materials, features, finishes, spaces, or landscaping that may affect the appearance or structural or historic integrity of the

Property shall be implemented by qualified professionals in historic preservation or closely related fields. The Grantor may contact the Grantee for assistance in identifying qualified historic preservation professionals. The Grantor's selection of the qualified historic preservation professional shall be approved in writing by the Grantee.

- F. The Grantor shall permit the Grantee or its authorized representative, immediate access upon Grantee's request to inspect the Property to ascertain if these Preservation Covenants are being observed. The right of inspection shall include the right to obtain or produce images and materials in available media and format of the Property for the purpose of documenting the appearance, condition, and uses of the property at the time of inspection. Prior to said inspection, the Grantee or its authorized representative shall endeavor to, except in the case of emergencies, provide Grantor not less than 24 hours written notice of intent to inspect.
- G. These Preservation Covenants are binding upon the Property and shall be deemed to run with the land. The Grantor shall ensure that its obligations under these Preservation Covenants are made binding on any and all successor owners of the Property. The Grantor shall notify the Grantee of any intent to convey the Property, not less than 120 days, prior to conveying all or a portion of the Property to any other entity. Conveyance of the property by the Grantor shall be restricted to a governmental or non-profit entity, unless approved in writing by the Grantee upon conditions acceptable to the Grantee, and such conveyance is in accordance with all applicable provisions of law, including but not limited to laws regarding disposition of surplus public property.
- H. The Grantee reserves the right to delegate or assign its responsibilities, rights and remedies under this covenant to a third party. The third party may be, but is not limited to, another government entity or a non-profit organization. If the Grantee's responsibilities, rights and remedies under these Preservation Covenants are properly delegated or assigned to a third party, the Grantor agrees to continue to be bound by these Preservation Covenants as to that third party.
- I. In the event that the Grantee or its delegated/assigned third party find the Property being used for purposes inconsistent with the purpose and intent of this covenant as described in paragraph (A) of this agreement, and/or in the event that the Grantor transfers the Property at a date less than twenty years from the date of execution of this covenant to an entity that is not a government or not a non-profit entity (except approved conveyances contemplated in Paragraph G), the State grant of \$350,000 for purchase of the Property shall be remitted by the Grantor to the Grantee within 90 days from the date of the inconsistent use finding or transfer, or at a reasonable date thereafter and agreed upon by the Grantor and Grantee.
- J. The failure of the Grantee to enforce any provision of this Preservation Covenant or to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such rights or remedy at any other time.
- K. The invalidity or unenforceability of any other provision of this instrument shall not affect the validity or enforceability of any other provisions of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.
- L. The Grantor agrees for itself, its heirs, successors, and assigns, that if any portion of the Property is destroyed by natural or human forces, including but not limited to fire, earthquake, or vandalism, the Grantor shall, to the maximum extent feasible, rehabilitate such portions of the Property after consultation with the Grantee. If, through no fault of

the Grantor, the Property is damaged such that all or a portion of the Property loses its historic integrity, the Grantor shall notify the Grantee or its designees or assigns and agrees to consult with the Grantee or its designees or assigns to reach a written agreement on a course of action prior to starting repair or demolition, unless for reasons of public safety, action must be taken immediately to repair or demolish the property.

- M. The Grantor agrees to provide reasonable and ample access to the Property for the benefit and enjoyment of the public. This access shall include, but not be limited to, interpretive and educational programming as deemed appropriate by the Grantor and in consultation with interested and affected parties and following written approval by the Grantee.
- N. Should any dispute arise between the Grantee or its delegated/assigned third party and any party, including the Grantor, under the Preservation Covenants referenced and listed herein, the Grantee or its delegated/assigned third party and the Grantor agree to resolve that dispute as follows:
- i. The Grantee or its delegated/assigned third party and the Grantor shall negotiate in good faith to resolve any dispute.
 - ii. If the dispute is not resolved through negotiation after 60 days or such other time as the Grantee or its delegated/assigned third party and the Grantor may agree is reasonable, the dispute shall be determined by a three-member dispute resolution panel, appointed as follows: (1) each party shall appoint one member of the panel; (2) the two panel members so appointed shall jointly appoint the third member of the panel. The panel shall review the facts, the applicable statutes and rules, the Preservation Covenant referenced and listed herein, and all other documents identified by either party as pertinent to the dispute. The panel shall make a determination of the dispute which shall be final and binding on both the Grantee or its delegated/assigned third party and the Grantor.

This preservation covenant shall be a binding servitude upon the real property that includes the Mukai Cold Process Barreling Plant and shall be deemed to run with the land. Inclusion of this covenant in the deed shall constitute conclusive evidence that the Grantor agrees to be bound by the foregoing conditions and restrictions to perform to obligations herein set forth.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument on the date provided below.

King County,

Dated: _____

10/11/2014

By: _____

It's Director, KCDNRP

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Christie True is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the DNRP Director of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 11th day of October, 2016.

Christine R. Zanassi
Notary Public in and for said state, residing
at Kirkland, WA
My commission expires: 9/13/17



Document

EXHIBIT "A"

Legal Description of the Property

TRACT 9, STATE SUBDIVISION PORTION SECTION 31, TOWNSHIP 23 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON (VACATED), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON;

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