



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 16487

Proposed No. 2023-0377.1

Sponsors McDermott

1 A MOTION authorizing the King County executive to
 2 accept a donation of three parcels on Vashon Island, WA,
 3 appraised at seventy-five thousand dollars, for habitat
 4 conservation and land stewardship purposes.

5 WHEREAS, King County seeks to protect open space for the benefit of people
 6 and the environment, and

7 WHEREAS, the donation of three parcels along Mileta creek on Vashon Island,
 8 WA, will help preserve a riparian corridor that is home to bird, mammalian, and fish
 9 species, and

10 WHEREAS, K.C.C. chapter 7.08 provides that the King County parks and
 11 recreation division of the department of natural resources and parks has the authority to
 12 accept gifts and donations from the general and business communities and all other
 13 persons to King County of or in support of parks and recreation facilities and programs,
 14 and

15 WHEREAS, under K.C.C. 2.80.060, any and all gifts for parks and recreation
 16 purposes that exceed fifty thousand dollars require acceptance on behalf of King County
 17 by the King County council by motion, and

18 WHEREAS, the owner of the three parcels, Vashon Park District, would like to
 19 make the donation to King County so that the land is protected for habitat conservation,
 20 and

Motion 16487

21 WHEREAS, King County has negotiated a donation agreement with Vashon Park
22 District, which will improve the stewardship of these properties in coordination with the
23 neighboring King County Maury Island Marine Park;

24 NOW, THEREFORE, BE IT MOVED by the Council of King County:

25 The King County executive is authorized to accept the donation of three parcels
26 of land valued at seventy-five thousand dollars from Vashon Park District, consistent
27 with the Vashon Mileta Creek Natural Area Real Estate Donation Agreement attached to
28 this motion as Attachment A to this motion. The open space acquisition unit, within the

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- 29 water and land resources division of the department of natural resources and parks, is
30 authorized to execute such other documents as are necessary to complete the transaction.

Motion 16487 was introduced on 11/7/2023 and passed by the Metropolitan King County Council on 11/28/2023, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

Attachments: A. Vashon Mileta Creek Natural Area Real Estate Donation Agreement

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
Maurin McBroom, Deputy Director
Department of Natural Resources and Parks

DONOR: Vashon-Parks District

BY: 
Elaine Rocheford, Executive Director

Date: May 2, 2023

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: none
- 2. The property is served by: Public sewer system
 On-site septic system
 Other disposal system: none

- 3. Utilities are provided, as follows:

Oil: none

Gas: none

Oil: none

Sewage: none

Water: none

- 4. List any leased equipment and none

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: _____

VASHON: MILETA CREEK NATURAL AREA

FIRST ADDENDUM TO

REAL ESTATE DONATION AGREEMENT

This Addendum 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"), and amends that certain Real Estate Donation Agreement ("Agreement") between the parties dated May 2, 2023.

Paragraph numbers 3.3 and 6.1 of the Real Estate Purchase and Sale Agreement are hereby amended as follows:

3.3 **Removal of Contingencies:** King County shall have until December 15, 2023, 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.

6.1 **Time for Closing:** The sale (Donation) will be closed in the office of the Closing Agent by December 31, 2023, after all contingencies set forth in Paragraph 3 herein have been removed.

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

Except to the extent inconsistent herewith, the Agreement is hereby confirmed and remains in full force and effect.

Signed in duplicate original.

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

BY: Michael Murphy 8/21/2023
Michael Murphy, Supervisor, Open Space Acquisitions
Department of Natural Resources and Parks

DONOR: Vashon-Parks District

BY: Elaine Rocheford
Elaine Rocheford, Executive Director

Date: 8/22/2023

Certificate Of Completion

Envelope Id: CBE665AC70AE4FF3B9B54D8BE201CFB2	Status: Completed
Subject: Complete with DocuSign: Motion 16487.docx, Motion 16487 Attachment A.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 10	Initials: 0
Certificate Pages: 5	Envelope Originator: Cherie Camp
AutoNav: Enabled	401 5TH AVE
Envelopeld Stamping: Enabled	SEATTLE, WA 98104
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
11/30/2023 12:07:12 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216

Timestamp

Sent: 11/30/2023 1:00:07 PM
Viewed: 11/30/2023 2:04:56 PM
Signed: 11/30/2023 2:05:09 PM

Electronic Record and Signature Disclosure:
Accepted: 11/30/2023 2:04:56 PM
ID: 5ada48ec-0fb8-4eaf-8b18-c1adb27266ab

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

Sent: 11/30/2023 2:05:11 PM
Viewed: 11/30/2023 2:29:00 PM
Signed: 11/30/2023 2:29:10 PM

Electronic Record and Signature Disclosure:
Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/30/2023 1:00:07 PM
Certified Delivered	Security Checked	11/30/2023 2:29:00 PM
Signing Complete	Security Checked	11/30/2023 2:29:10 PM
Completed	Security Checked	11/30/2023 2:29:10 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.