

MIDDLE NEWAUKUM CREEK  
SCHREIBER

## REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is made as of the date this instrument is fully executed by and between CATHERINE L. BROWN, Personal Representative of the estate of Dorothy Schreiber, deceased (“Donor”), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Donee”), for the donation of that certain property situated in King County, Washington, described on Exhibit A, and all rights appurtenant (“the Property”). Seller and Buyer may be collectively referred to herein as the “Parties” and individually as a “Party.”

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 Bargain and Sale Deed conveying and warranting good and marketable title to the Property free and clear of 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”). The Bargain and Sale Deed shall include the deed restrictions set forth in Exhibit C.

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 Date of Closing and insuring Donee in the amount of the assessed value of the Property against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES:**

3.1 **Due Diligence Inspection and Feasibility:** 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”). During the Due Diligence Period (as hereafter defined), Donee may have a Phase I Environmental Site Assessment (“ESA”) of the Property performed by a qualified environmental consultant (the “ESA Consultant”). If the ESA Consultant recommends further assessment or remediation of the Property (including, but not limited to, a Phase II ESA) (the “Phase I Recommendations”), then Donee may provide Donor notice of the Phase I Recommendations and thereafter negotiate with Donor regarding an appropriate “Corrective Action Plan.” If Donee and Donor are not able to agree upon a Corrective Action Plan that would address the Phase I Recommendations to Donee's satisfaction, or if Donee is not satisfied with the condition of the Property for any other reason, this Agreement shall terminate pursuant to Section 5.9. Donor hereby grants Donee's employees, agents, and 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 the 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. The above notwithstanding, Donor is under no obligation to enter into the Corrective Action Plan. That is, Donor may opt out of any such Plan regardless of whether said "opt out" decision is reasonable or not. There is no expectation or requirement that the Donor participate in any Plan or other activity beyond the limited task of transferring the subject real property to the Donee by executing and recording a Bargain and Sale Deed.

**3.2 Approval of Donation:** Acceptance of the donation of the Property is contingent on obtaining approval of the donation by the Metropolitan King County Council.

**3.3 Encroachment:** Acceptance of the donation of the Property is contingent on resolution of the apparent encroachment by Tax Parcel 142006-9076. The sufficiency of such resolution shall be at Donee's sole and absolute discretion.

**3.4 Debris and Personal Property:** Acceptance of the donation of the Property is contingent on Donee's inspection of the Property to confirm the absence or acceptability of any debris or personal property remaining on the Property. Such determination shall be at Donee's sole and absolute discretion.

**3.5 Removal of Contingencies:** Donee shall have a period of 180 days from the date all Parties have signed this Agreement to remove all contingencies (the "Due Diligence Period"). Donee may remove such contingencies by sending written notice thereof to Donor pursuant to Section 7 herein. If the contingencies are not removed within the Due Diligence Period, this Agreement will automatically terminate, and the Parties shall have no further obligations hereunder.

**4. RISK OF LOSS:** Donor will bear the risk of loss of or damage to the Property prior to Closing. If such loss or damage occurs 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 in accordance with Section 7.

**5. DONOR'S REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Donor represents, warrants, and covenants to 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, have 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:** To Donor's actual knowledge, the Property is not subject to any leases, tenancies, or rights of persons in possession and Donor shall not enter into or establish any leases,

tenancies, or rights of persons in possession prior to Closing.

**5.3 No Material Defect:** To the Donor's actual knowledge, the Property is not subject to any material defects. " At a minimum "material defects" does NOT include a condition of the property being subject to environmental limitations due to the natural and existing condition of wet lands property regardless of how said wet lands came into existence by natural or man-made activities of adjacent properties, development or any other source or cause that may exist.

**5.4 Condition of Property:** Upon waiver or satisfaction by Donee of its contingencies pursuant to Section 3 of this Agreement, and except to the extent of Donor's representations and warranties in this Section 5, Donee will be deemed to have approved the physical condition of the Property and agrees to accept the Property "AS IS, WHERE IS."

**5.5 Contamination:** Donor hereby represents and warrants that, to Donor's actual knowledge, (a) Donor 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; (b) Donor has not caused or allowed the release of any Hazardous Substance onto, at, or near the Property; (c) Donor is in compliance with all applicable laws, rules, and regulations regarding the handling of Hazardous Substances; (d) Donor has secured all necessary permits, licenses, and approvals necessary to its operation on the Property, and is in compliance with such permits; (e) Donor has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property; and (f) to the Donor's knowledge, the Property is not, nor has it ever been subject to the release of Hazardous Substances. For the purposes of this Agreement, the term "Hazardous Substance" means any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any local, state, or federal environmental law or regulation.

**5.6 Donor's Actual Knowledge:** For purposes of this Agreement, Donor's "actual knowledge" means the actual knowledge of Catherine L. Brown, as the Personal Representative of the estate of Dorothy Schreiber, without duty of investigation or inquiry.

**5.7 Fees and Commissions:** Donor shall pay for any broker's and other commissions and 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 fees. Donor asserts that Donor has not engaged any broker or other third party in connection with the "sale of the Property" or in the donation of this Property.

**5.8 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. Provided, Donor has no knowledge of the property previous to the date of death of Dorothy Schreiber and therefore is not able or willing to accept REC (Recognized Environmental Condition) responsibility should such claim arise after closing due to actions pre-dating the existence of this Estate.

5.9 **Termination:** If Donee or Donor determine in their sole and absolute discretion that any representation, warranty, or covenant contained herein has been breached prior to Closing, Donee or Donor may elect to terminate this Agreement by sending written notice of the breach to Donor or Donee pursuant to Section 7 herein.

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 Section 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:

Aegis Land Title Group  
921 Lakeridge Way SW  
Suite 100  
Olympia WA 98502

6.2 **Prorations and Closing Costs:** Donee will pay real estate excise taxes (if any are due) and the Donor will pay full first half or second half real property tax installment due and owing, as determined by the Date of Closing. Donor will receive a prorated refund directly from King County Treasury Operations for the number of days post-Closing for the applicable installment period. Donee will pay the premium for its owner's title insurance policy, the cost of recording the Bargain and Sale Deed from the Donor, and the Closing Agent's escrow fees.

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

7. **NOTICES:** Any notices required herein shall be given to the Parties: (a) personally, (b) by certified mail with return receipt, or (c) electronically, with read receipt or delivery confirmation or both. Notices shall be effective (a) upon personal delivery, (b) after five (5) calendar days following deposit in the U.S. mail, or (c) immediately upon electronic transmittal to the email addresses below. The Party providing notice shall bear the burden to prove the date that notice was delivered.

TO DONOR:  
Estate of Dorothy Schreiber  
Hammermaster Law Office, PLLC  
1207 Main St.

TO DONEE:  
King County Water and Land Resources Division  
Open Space Acquisitions  
201 South Jackson Street, Suite 6300

Sumner, WA 98390  
chalanna@hammerlaw.org

Seattle, WA 98104  
Attn: Amanda Hubbard  
Amanda.hubbard@kingcounty.gov

**8. DEFAULT AND ATTORNEYS' FEES:**

**8.1 Default by Donee:** If 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:** If Closing does not occur due to default of Donor, Donee shall have the right to bring an action for specific performance

**8.3 Attorneys' Fees:** In an action to enforce this Agreement, each Party shall bear its own attorneys' 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 (a) commit waste on the Property; (b) remove trees or other vegetation, coal, minerals, or other valuable materials; or (c) 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. LEGAL RELATIONSHIP:** The Parties to this Agreement execute and implement this Agreement solely as Donor and Donee. No partnership, joint venture, or joint undertaking shall be constructed from this Agreement.

**13. 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.

**14. 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.

16. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Donor on or before April 25, 2026.

DONEE: King County, a home rule charter county and political subdivision  
of the State of Washington.

BY: <sup>Signed by:</sup> Maurin McBroom  
Maurin McBroom, Deputy Director  
Department of Natural Resources and Parks

Date: 3/28/2026

DONOR: Estate of Dorothy Schreiber

Catherine L. Brown  
Catherine L. Brown, Personal Representative

3-26-26  
Date

**EXHIBITS:**

- Exhibit A**, Legal Description
- Exhibit B**, Permitted Exceptions
- Exhibit C**, Deed Restrictions

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Northeast quarter of the Southwest quarter of Section 14, Township 20 North, Range 6 East, W.M., in King County, Washington;

EXCEPT the East 165 feet of the North 558 feet;

ALSO EXCEPT the West 626.13 feet of the North 556.56 feet;

AND ALSO EXCEPT the South 738 feet;

AND EXCEPT County roads.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

Those special exceptions listed on Aegis Land Title Group Title Report # 2024-6-60771 dated December 9, 2024, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference), all Schedule B-I and Schedule B-II title exceptions are to be removed. The 2025 tax is to be paid current at closing.

EXHIBIT C  
Deed Restrictions

This property is subject to the terms of the Parks Levy authorized by King County Ordinance 18890 and approved by voters on August 6, 2019. The County covenants that the property will be used for the purposes contemplated by Ordinance 18890, that the property shall not be transferred or conveyed except by deed providing that the property shall continue to be used for the purposes contemplated by Ordinance 18890, and that the property shall not be converted to a different use unless other equivalent property within the County shall be received in exchange therefore.

The property herein conveyed is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq.