



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 15750

Proposed No. 2020-0302.1

Sponsors McDermott

1 A MOTION authorizing the King County executive to
 2 accept a conservation easement donation of approximately
 3 five acres on a property on Vashon Island, WA, appraised
 4 at seventy thousand dollars, for habitat conservation
 5 purposes.

6 WHEREAS, King County seeks to preserve open space to preserve our regional
 7 quality of life, and

8 WHEREAS, under Ordinance 14509, the King County parks and recreation
 9 division of the department of natural resources and parks has the authority to accept gifts
 10 from individual, foundation and corporate sources, and

11 WHEREAS, under K.C.C. chapter 2.80, gifts, bequests and donations for parks
 12 and recreation purposes that exceed fifty thousand dollars require acceptance on behalf of
 13 King County by the King County council by motion, and

14 WHEREAS, all gifts to the King County parks and recreation division in the
 15 department of natural resources and parks are used only for park purposes, and

16 WHEREAS, the land owner, the Vashon Maury Island Land Trust, would like to
 17 make the conservation easement donation to King County so that the land is preserved for
 18 generations to come;

19 NOW, THEREFORE, BE IT MOVED by the council of King County:

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20 The King County department of natural resources and parks is authorized to
21 accept the approximately five-acre conservation easement donation valued at seventy
22 thousand dollars from the Vashon Maury Island Land Trust, consistent with the King
23 County Real Estate Purchase and Sale Agreement, which is Attachment A to this motion,
24 for King County parks and recreation division purposes. The open space acquisition unit,
25 within the water and land resources division of the department of natural resources and
26 parks, is responsible for handling the technical real estate transaction and administrative
27 matters associated with the donation, including the closing and recording of the easement,

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28 and is authorized to execute such other documents as are necessary to complete the
29 transaction.
30

Motion 15750 was introduced on 9/29/2020 and passed by the Metropolitan King County Council on 12/8/2020, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:
Claudia Balducci
7E1C273CE9994B6...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:
Melani Pedroza
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

Attachments: A. Vashon Judd Creek Real Estate Donation Agreement

VASHON JUDD CREEK

REAL ESTATE DONATION AGREEMENT
EASEMENT

This Agreement is made as of the date this instrument is fully executed by and between VASHON-MAURY ISLAND LAND TRUST, a Washington non-profit corporation ("Donor"), and KING COUNTY, a political subdivision of the State of Washington ("Donee"), for the charitable donation of that certain Easement situated in King County, Washington, described on Exhibit "A", and all rights appurtenant thereto (the "Easement")

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

2. TITLE:

2.1 Conveyance by Easement: At closing, Donor will execute and deliver to Donee a Conservation Easement conveying and warranting good and marketable title to the Easement free and clear of all defects or encumbrances except those defects and/or encumbrances (if any) identified on Exhibit "B" (collectively, "Permitted Exceptions"). The Easement will be provided to escrow by Donee for execution by Donor in closing, the form of which is attached hereto as Attachment "A".

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 Easement subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. CONTINGENCIES:

3.1 Funding: The Donation of the Easement is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council of funds sufficient to close the sale.

3.2 Removal of Contingencies: King County shall have a period of 180 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, 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 Easement area prior to closing. In the event of such loss or damage to the Easement area, 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 Easement area 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: Donor is unaware of any material defect in the Easement area;

5.4 Debris and Personal Property: Donor will remove all debris and personal property, prior to closing, located on the Easement area (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 Easement area, 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 Easement area. 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 Easement area, 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 Easement area and, to the Donor's knowledge, the Easement area 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 Easement area 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 Easement acquisition 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:

Chicago Title Company of Washington
10500 NE 8th Street, Suite 600
Bellevue, WA 98004

6.2 **Prorations:** Closing Costs: Donor will pay real estate excise taxes (if any are due) and real property taxes shall be paid current at the date of closing. Donee will pay the premium for its owner's title insurance policy, the cost of recording the Conservation Easement from the Donor, and the Closing Agents escrow fees.

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

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

TO SELLER:
Vashon-Maury Island Land Trust
P.O. Box 2031
Vashon, WA 98070

TO BUYER:
King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 600
Seattle, WA 98104

8. DEFAULT:

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

9. GENERAL: This is the entire agreement of the Donee and Donor with respect to the Easement 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 Easement, 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 Easement area without the express written consent of Donee.

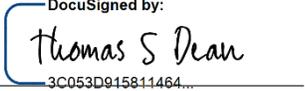
11. SURVIVAL OF WARRANTIES: The terms, covenants, representations and warranties shall not merge in the Easement conveyance, but shall survive closing.

12. TERMINATION OF OFFER: This offer shall terminate if not accepted by Donor on or before May 15, 2020.

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

BY:  Date: 5/8/2020
Christie True, Director
Department of Natural Resources and Parks

SELLER: Vashon-Maury Island Land Trust

BY:  Date: 5/1/2020
Tom Dean, Executive Director

EXHIBITS: Exhibit A, Legal Description
Exhibit B, Permitted Exception/Title Report
Attachment A: Easement

EXHIBIT A

LEGAL DESCRIPTION

The East Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 6;

Together with the East 4 acres of that portion of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 6, lying North of the right of way of F.M. Sherman Road No. 1110 (S.W. 204th St.), all being in Township 22 North, Range 3 East, W.M., in King County, Washington;

Except the West 30 feet thereof.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Title Report #193010-SC dated August 23, 2019, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1, 2, 3, 4 and 5 (Paid Current).

ATTACHMENT A
ATTACHED ON FOLLOWING PAGES

Certificate Of Completion

Envelope Id: 42229271CC0648938D94FDC604809131	Status: Completed
Subject: Please DocuSign: Motion 15750.docx, Motion 15750 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 8	Initials: 0
Certificate Pages: 2	Envelope Originator:
AutoNav: Enabled	Angel Allende
Envelopeld Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Angel.Allende@kingcounty.gov
	IP Address: 198.49.222.20

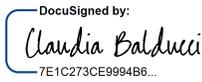
Record Tracking

Status: Original	Holder: Angel Allende	Location: DocuSign
12/10/2020 12:35:32 PM	Angel.Allende@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7E1C273CE9994B6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Timestamp

Sent: 12/10/2020 12:37:54 PM
 Viewed: 12/11/2020 12:52:15 PM
 Signed: 12/11/2020 12:52:23 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Motion 15750 Attachment A.docx

Viewed: 12/11/2020 12:52:18 PM
 Read: Not Required
 Accepted: Not Required

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

DocuSigned by:

 8DE1BB375AD3422...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.49.222.20

Sent: 12/11/2020 12:52:25 PM
 Viewed: 12/11/2020 1:09:50 PM
 Signed: 12/11/2020 1:10:04 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Motion 15750 Attachment A.docx

Viewed: 12/11/2020 1:09:58 PM
 Read: Not Required
 Accepted: Not Required

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
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/10/2020 12:37:54 PM
Certified Delivered	Security Checked	12/11/2020 1:09:50 PM
Signing Complete	Security Checked	12/11/2020 1:10:04 PM
Completed	Security Checked	12/11/2020 1:10:04 PM

Payment Events	Status	Timestamps
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