

MOTION NO. 1089

NO. _____

1 A MOTION authorizing the acquisition of certain
2 lands known as East Green River Park-Stage III.

3 WHEREAS, the Board of County Commissioners of King County, by
4 Resolution No. 34571 dated December 18, 1967, found and declared
5 that it is necessary for the public welfare and benefit of the
6 residents of King County and for a public purpose that a site be
7 acquired in King County East Green River-Stage III, and

8 WHEREAS, on February 13, 1968, the voters of King County,
9 Washington, authorized the issuance of General Obligation Bonds
10 to acquire and construct public parks and recreation facilities
11 within King County, and

12 WHEREAS, the Board of County Commissioners had, by Resolution
13 No. 29912, adopted a Ten Year Program for Open Space Acquisition,
14 and that by Resolution No. 35155, dated April 8, 1968, the Board
15 of County Commissioners did amend the Ten Year Program for Open
16 Space Acquisition to include all Forward Thrust acquisition
17 proposals contained in Resolution No. 34571, dated December 18,
18 1967, (Park Acquisition and Development Fund), and

19 WHEREAS, the Board of King County Commissioners on December 10,
20 1968, did adopt, by Resolution No. 35155, the Forward Thrust Plan
21 as the Twelve Year Comprehensive Plan for Parks and Recreation,
22 and by Resolution No. 36420 dated December 10, 1968, the Board of
23 County Commissioners did approve the Capital Improvement Program
24 and authorized the Park Department to proceed with the implemen-
25 tation of the Twelve Year Comprehensive Plan for Parks and
26 Recreation, and

27 WHEREAS, the Capital Improvement Program provides for the
28 acquisition and construction of East Green River Park-Stage III.
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1 WHEREAS, it has been determined that certain title problems
2 affecting said lands have come to light, which problems must be
3 resolved by an action in the Superior Court of the State of
4 Washington, in and for the County of King, in order to quiet the
5 fee simple title in King County.

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

7 That it is in the best interests of the citizens of King
8 County to acquire those lands described hereinafter as Tract I
9 for the East Green River Park Site-Stage III.

10 TRACT I Those portions of Government Lots 1,2,3,9 and 10
11 in Section 30, Township 21 North, Range 6 East,
12 W.M., lying North of the Green River: and being
13 that portion of the N.E. 1/4 of said Section 30,
14 Township 21 North, Range 6 East, W.M., as shown
15 on King County Engineers Survey No. 30-21-6-4,
16 more particularly described as

17 TRACT X:
18 Beginning at the N.E. corner of said Sec.30;
19 Thence No. 89°11'11" West 2672.368 feet, Thence
20 South 00°11'45" West 1088.55 ft; Thence No. 64°
21 30'22" East 266.95 ft.; Thence South 82°35'22"
22 East 251.76 ft.; Thence South 40°14'11" East
23 133.42 ft.; Thence South 69°24'21" East 128.51
24 ft.; Thence South 87°01'21" East 263.00 feet;
25 Thence No. 70°39'54" East 242.36 feet; Thence
26 No. 46°20'18" East 278.52 feet; Thence No. 54°
27 20'03" East 90.72 feet; Thence No. 41°05'34"
28 East 174.35 feet; Thence No. 61°10'49" East
29 133.16 feet; Thence No. 89°49'12" East 258.08
30 feet; Thence South 85°08'32" East 244.41 feet;
31 Thence North 88°07'58" East 475.89 feet; Thence
32 North 00°20'38" East 612.27 feet; to the Point
33 of Beginning.

Parcel B Those portions of Government Lots 2,3, and 9, in the N.W. $\frac{1}{4}$ and the N.W. $\frac{1}{2}$ of Sec. 30, Twp 21 North, Rge 6 East, W.M., lying South of the Green River, as shown on King County Engineer's Survey No. 30-21 R-4.

AND BE IT FURTHER MOVED, that the Council of King County does hereby authorize the County Executive to enter into an agreement to acquire the heretofore described lands from those persons who are in possession thereof, and does hereby authorize the County Executive to direct the King County Prosecuting Attorney to commence an action in the Superior Court of the State of Washington to quiet the title to any portion/or portions thereof as well as those lands described as Parcel B herein in order that the fee simple title to said lands or any portions thereof may be quieted in King County.

PASSED this 21th day of March, 1973.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

John T. O'Brien
Chairman

ATTEST:

Lee Kraft
Administrator-Clerk
King County Council

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15 day of July, 1973, between FRED B. METZLER AND EDITH WHITE, husband and wife, hereinafter called the SELLER, and KING COUNTY, a political sub-division of the State of Washington, hereinafter called the PURCHASER,

WITNESSETH: That the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the following described real estate, with the appurtenances, in King County State of Washington:

TRACT I

Those portions of Government Lots 1, 2, 3, 9 and 10 in Section 30, Township 21 North, Range 6 East, W.M., lying North of the Green River: and being that portion of the N.E. $\frac{1}{4}$ of said Section 30, Township 21 North, Range 6 East, W.M., as shown on King County Engineers Survey No. 30-21-6-4, more particularly described as

TRACT X:

Beginning at the N.E. corner of said Sec. 30; Thence No. 89°11'11" West 2672.368 ft; Thence South 00°11'45" West 1088.55 ft; Thence No. 64°30'22" East 266.95 ft.: Thence South 82°35'22" East 251.76 ft.; Thence South 40°14'11" East 133.42 ft.; Thence South 69°24'21" East 128.51 ft.; Thence South 87°01'21" East 263.00 feet; Thence No. 70°39'54" East 242.36 feet; Thence No. 46°20'18" East 278.52 feet; Thence No. 54°20'03" East 90.72 feet; Thence No. 41°05'34" East 174.35 feet; Thence No. 61°10'49" East 133.16 feet; Thence No. 89°49'12" East 258.08 feet; Thence South 85°08'32" East 244.41 feet; Thence North 88°07'58" East 475.89 feet; Thence North 00°20'38" East 612.27 feet; to the Point of Beginning.

PARCEL A

Those portions of Government Lots 2,3, and 9 in the N.E. $\frac{1}{4}$ of Sec. 30, Twp 21 North, Range 6 East, W.M., lying North of the Green River and lying within Tract X as described herein.

PARCEL B

Those portions of Government Lots 2,3, and 9, in the N.E. $\frac{1}{4}$ and the N.W. $\frac{1}{4}$ of Sec. 30, Twp 21 North, Rge 6 East, W.M., lying South of the Green River, as shown on King County Engineer's Survey No. 30-21-6-4.

PARCEL C

Those portions of Government Lots 1 and 10, in the N.E. $\frac{1}{4}$ of Sec. 30, Twp 21 North, Rge 6 East, W.M., lying North of the Green River, and lying within Tract X herein, and as shown on King County Engineer's Survey No. 30-21-6-4.

The terms and conditions of this contract are as follows:

The purchase price for those lands heretofore described as Tract #1, as well as those lands described herein as Parcel B, is One Hundred Thirteen Thousand and No/100 (\$113,000.00) Dollars, of which Sixty Two Thousand Seven Hundred & NO/100 (\$62,700) Dollars will be paid for that portion of Tract #1, described herein as Parcel A.

The purchase price for said Parcel A shall be paid in the following manner:

\$26,000.00 cash on closing, and \$18,000.00 plus accrued interest on March 1, 1974 and \$18,700.00, plus accrued interest on March 1, 1975. The interest rate shall be 6% per annum, calculated on the diminishing balances annually.

The remainder of the purchase price of \$113,000.00 will be paid for Parcels B and C herein described, and shall be paid on the following terms and conditions:

King County will institute a Quiet Title action in order to quiet the title to Parcels B and C, and should the title to said Parcels B and C be quieted in Purchaser (King County) or the Seller (Fred B. Metzler and Edith White Metzler, husband and wife), the Seller (Metzlers) will execute and deliver a Quitclaim Deed conveying said Parcels B and C to the Purchaser (King County) for the consideration of the Quiet Title action brought by the Purchaser (King County) and in consideration for the payment of the remainder of the \$113,000.00 (\$50,300.00).

If the title to said Parcels B and C are not quieted in Purchaser (King County) or the Seller (Metzlers), then Purchaser (King County) shall be under no obligation to pay the Seller (Metzlers) any sums in addition to those paid in consideration for the conveyance of Parcel A.

If the title is quieted in the purchaser (King County) or the Seller (Metzlers) only as to Parcel C described herein, the Purchaser (King County) shall pay to the Seller (Metzlers) the sum

of \$50,300.00 in consideration for the execution and delivery of a Quitclaim Deed conveying to the Purchaser (King County) those lands described herein as Parcel C.

The Sellers (Metzlers) shall grant the Purchaser (King County) the right to immediate possession and use of the lands described herein as Parcel A, from the date of closing, and immediate possession and use of Parcels B and C, only insofar as the Seller's interest may appear.

The Purchaser (King County) assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said Parcel A; and if by the terms of this contract the Purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the Purchaser agrees to pay the same before delinquency.

The Seller has delivered, or agrees to deliver within 15 days of the date of the closing of Parcel A, a Purchaser's policy of title insurance in standard form, or a commitment therefore, issued by Security Title Insurance Company, insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in Seller's title to said Parcel A as of the date of closing.

Time is of the essence of this contract, and it is agreed that in case the Purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Seller may elect to declare all of the Purchaser's rights hereunder terminated, and the Seller shall have right to re-enter and take possession of the real estate; and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default. However, before any forfeiture shall

be allowed hereunder, Seller shall give written notice to Purchaser of any failure to comply with any conditions or agreements or failure to make payment at the time or in the manner required and the Purchaser shall have 90 days to cure any such failure.

Service upon Purchaser of all demands, notices or other papers with respect to forfeiture and termination of Purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the Purchaser.

The Seller (Metzlers) agrees, upon receiving full payment of the purchase price and interest in the manner above specified on Parcel A herein, to execute and deliver to Purchaser (King County) a statutory warranty deed to said Parcel A, free of encumbrances except any that may attach after date of closing through any person other than the Seller and subject to the following:

Those set out in preliminary title report issued by Security Title Insurance Company No. 262290, dated September 8, 1970, and any supplements thereto.

Should the title to Parcels B and C not be quieted in Purchaser (King County) or Seller (Fred B. Metzler and Edith White Metzler, husband and wife), for any reason, then Purchaser (King County) will be under no obligation to pay any funds other than those paid for Parcel A herein. Failure to quiet the title to said Parcels B and C herein shall not nullify the provisions herein as to Parcel A.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Fred B. Metzler (Seal)

Edith White Metzler (Seal)

STATE OF WASHINGTON)

ss

County of King)

On this day personally appeared before me FRED B. METZLER

AND EDITH WHITE METZLER to me known to be the individuals S

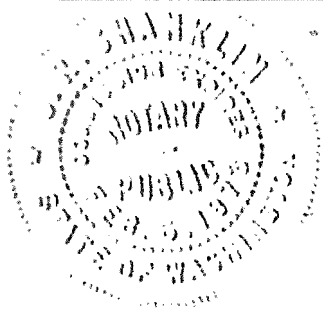
described in and who executed the within and foregoing instrument, and

acknowledged that THEY signed the same as THEIR free and

voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of

FEBRUARY, 1973.



J.R. Shanklin
NOTARY PUBLIC in and for the State of Washington
Residing at MERCER ISLAND, WASH.

JOHN D. SPELLMAN, King County Executive

DATE: _____

STATE OF WASHINGTON)

ss

County of King)

On the _____ day of _____ 1973, before me a Notary

Public in and for the State of Washington, duly commissioned and sworn,

personally came John D. Spellman, to me known to be the County Executive

who executed the within instrument and acknowledged to me that he

signed and sealed the same as his free and voluntary act and he was so

authorized to sign.

Witness my hand and official seal the day and year first

above written.

NOTARY PUBLIC in and for the State of Washington

Residing at _____

APPROVED AS TO FORM & LEGALITY

Richard D. Erdie
Deputy Prosecutor