



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 15756

Proposed No. 2020-0301.3

Sponsors Lambert

1 A MOTION authorizing the King County executive to
 2 accept a donation of an approximately two-acre private
 3 property east of Woodinville, WA, assessed at seven
 4 hundred thousand dollars, for fish and wildlife habitat
 5 conservation 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 are used
 15 only for park purposes, and

16 WHEREAS, the donor, Juanita W. Verschuyf, is a land owner who would like to
 17 make the donation to King County so that the land is preserved for generations to come;

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

19 The King County department of natural resources and parks is authorized to

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20 accept the approximately two-acre land donation valued at seven hundred thousand
21 dollars from Juanita W. Verschuyt, consistent with the King County Real Estate Donation
22 Agreement, which is Attachment A to this motion, for King County parks and recreation
23 division purposes. The open space acquisition unit, within the water and land resources
24 division of the department of natural resources and parks, is responsible for handling the
25 technical real estate transactional and administrative matters associated with the donation,

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26 including the closing and recording of the easement, and is authorized to execute such
27 other documents as are necessary to complete the transaction.
28

Motion 15756 was introduced on 9/29/2020 and passed as amended 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. Bear Creek Verschuyf Property Donation Agreement

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Attachment A

BEAR CREEK
VERSCHUYL PROPERTY DONATION

REAL ESTATE DONATION AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between JUANITA W. VERSCHUYL, as her separate estate ("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,

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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 **Funding:** The donation of the Property is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council of funds sufficient to cover the closing costs associated with the charitable donation.

3.3 **Removal of Contingencies:** King County shall have a period of 30 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.

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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:

Chicago Title Company of Washington
10500 NE 8th Avenue, 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 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.

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

TO DONOR:
Juanita W. Verschuyll
[TO BE INSERTED]

TO DONEE:
King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 600
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.

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12. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Donor on or before [TO BE INSERTED].

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

BY: _____
Christie True, Director
Department of Natural Resources and Parks

DONOR:

Juanita W. Verschuyf

Date

EXHIBITS: **Exhibit A**, Legal Description
Exhibit B, Permitted Exceptions/Title Report
Exhibit C, Donor Questionnaire

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EXHIBIT A

LEGAL DESCRIPTION

That portion of the Northeast quarter of the Southeast quarter of Section 8, Township 26 North, Range 6 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Northwest corner of the West half of the Northeast quarter of the Southeast quarter of Section 8; Thence South along the East line of County Road, 690 feet, more or less, to a point 30 feet South of the Northwest corner of the Southwest quarter of the Northeast quarter of the Southeast quarter of said Section 8, and the True Point of Beginning;

Thence East 660 feet, more or less, to the East line of the West half of the Northeast quarter of the Southeast quarter of the said Section 8;

Thence North along said East line 210 feet, more or less, to a point 480 feet South of the North line of said West half;

Thence West 410 feet, more or less, to the East line of the West 250 feet of said West half;

Thence South along said line 160 feet;

Thence West 250 feet to a point 640 feet South of the Northwest corner of said West half;

Thence South to the True Point of Beginning.

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EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Title Report # T0059453-SC dated March 20, 2020 (Second Commitment), and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 2, 3 (Paid Current) and 4 .

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: _____
- 2. The property is served by: Public sewer system
 On-site septic system
 Other disposal system: _____

- 3. Utilities are provided, as follows:

Oil: _____

Gas: _____

Electric: _____

Sewage: _____

Water: _____

- 4. List any leased equipment and terms: _____

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: _____

Certificate Of Completion

Envelope Id: 10E77D6676A8457B8507E6D48AD87232	Status: Completed
Subject: Please DocuSign: Motion 15756 Attachment A.docx, Motion 15756.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 12:49:11 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 12:51:23 PM
 Viewed: 12/11/2020 12:56:12 PM
 Signed: 12/11/2020 12:56:22 PM


Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Motion 15756 Attachment A.docx

Viewed: 12/11/2020 12:56:16 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 12:56:24 PM
 Viewed: 12/11/2020 1:22:18 PM
 Signed: 12/11/2020 1:22:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Motion 15756 Attachment A.docx

Viewed: 12/11/2020 1:22:22 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 12:51:23 PM
Certified Delivered	Security Checked	12/11/2020 1:22:18 PM
Signing Complete	Security Checked	12/11/2020 1:22:26 PM
Completed	Security Checked	12/11/2020 1:22:26 PM

Payment Events	Status	Timestamps
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