



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 30, 2018

Motion 15156

Proposed No. 2018-0196.1

Sponsors Dembowski

1 A MOTION authorizing the King County executive to
2 accept a donation of approximately three acres of property
3 west of Algona assessed at one hundred and sixty thousand
4 dollars for conservation and passive recreation.

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

7 WHEREAS, under K.C.C. 2.80.010 and 7.08.070, the King County parks and
8 recreation division of the department of natural resources and parks has the authority to
9 seek gifts from individual, foundation and corporate sources, and

10 WHEREAS, under K.C.C. 2.80.010, any and all gifts of more than two thousand
11 dollars require acceptance on behalf of King County by the King County council by
12 motion, and

13 WHEREAS, all gifts to the King County parks and recreation division are used
14 only for park purposes, and

15 WHEREAS, the land donor, Larry Schwindt, is a land owner who would like to
16 make a donation to King County so that this land is preserved for generations to come;

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

18 The King County executive is authorized to accept the approximately three-acre
19 land donation assessed at one hundred sixty thousand dollars from Larry Schwindt,

20 consistent with the King County Real Estate Donation Agreement provided as
21 Attachment A to this motion, for King County parks and recreation division purposes.
22 The open space acquisition unit within the water and land resources division of the
23 department of natural resources and parks is responsible for handling the technical real
24 estate transaction and administrative matters associated with this donation, including the

25 closing and recording of the deed and is authorized to execute such other documents as
26 are necessary to complete the transaction.
27

Motion 15156 was introduced on 4/30/2018 and passed by the Metropolitan King County Council on 5/29/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



Attachments: A. Real Estate Donation Agreement

KING COUNTY PARKS PROGRAM
SCHWINDT DONATION PROJECT

REAL ESTATE DONATION AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between LARRY SCHWINDT, as his separate estate ("Donor"), and KING COUNTY, a political subdivision of the State of Washington ("Donee"), for a 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. The Donors intend for this property to be donated for the benefit of increasing recreational opportunities across King County parks and trails. Although it is the intent of the parties that the property be used as a park, neither the Donor nor Donee are making any absolute covenants or restrictions about the future use of the property by King County. The Property will be managed and maintained within the King County inventory.

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 an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Donee in the amount of \$160,000.00 (assessed value) 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 **Environmental Review Contingency:** The donation of the Property is contingent on a determination by King County based upon an Environmental Site Assessment that there are not and have not been any significant releases of hazardous materials on the Property. Donor hereby grants Donee's employees, agents or contractors a right of entry onto the Property for any site inspections performed in connection with such Assessment. 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:** The donation of the Property is contingent on authorization by the Metropolitan King County Council to accept the charitable donation.

3.3 **Naming Rights:** The donation of the Property is contingent on approval by the Metropolitan King County Council of the naming rights to be determined.

3.4 **Removal of Contingencies:** King County shall have a period of 90 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 **Contents of Septic Systems and Fuel Tanks:** No more than 30 days prior to Closing, Donor shall cause all septic systems and fuel tanks located on the Property to be emptied, and the contents of said systems and tanks to be properly disposed of or removed from the Property. Donor shall provide to Donee prior to Closing adequate documentation that all requirements under this Section 5.8 have been fulfilled.

6. CLOSING:

6.1 **Time for Closing:** The donation 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.

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

TO DONOR:
Larry S. Schwindt
4731 Forest Grove Rd
Lewistown, MT 59457

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

8. **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.

9. **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.

10. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

11. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Donor on or before December 31, 2019.

Signed in duplicate original.

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

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

Date: _____

DONOR:

Larry Schwindt

Date

EXHIBITS: Exhibit A, Legal Description
Exhibit B, Permitted Exception/Title Report
Exhibit C, Seller Questionnaire

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ of the Department of Natural Resources and Parks of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Printed name

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Larry Schwindt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Printed name

Notary Public in and for the
State of Washington, residing

at _____
 City and State

My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Lots 1 through 5, 26, 27, 28 and 30, all in Block 116, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, in King County, Washington.

Except the West 10 feet of said Lot 3;

Parcel B:

Lot 9, in Block 116, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, in King County, Washington.

Parcel C:

Lots 6, 7, 24 and 25, all in Block 116, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, in King County, Washington.

Parcel D:

Lot 8 and Lots 10 through 23, all in Block 116, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, in King County, Washington.

Except the West 10 feet of said Lot 8.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Stewart Title Company Title Report #To Be Determined dated To Be Determined, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) To Be Determined.

EXHIBIT C
Landowner 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: _____

Oil: _____

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: _____