



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**Motion 15748**

**Proposed No.** 2020-0295.1

**Sponsors** Dunn

1           A MOTION authorizing the King County executive to  
2           accept a donation of approximately 0.16 acres of property  
3           on the Greenwater river near Greenwater, WA, assessed at  
4           seventy-eight thousand dollars for conservation and flood  
5           risk reduction purposes.

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

8           WHEREAS, the property is identified by the King County Land Conservation  
9           Initiative for long-term protection, and

10           WHEREAS, under K.C.C. chapter 2.80, any and all gifts that exceed two  
11           thousand dollars require acceptance on behalf of King County by the King County  
12           council by motion, and

13           WHEREAS, all gifts to the King County water and land resources division in the  
14           department of natural resources and parks are maintained as open space in perpetuity, and

15           WHEREAS, the land donor, Kenneth Peterson, is a land owner who would like to  
16           make this 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 approximate 0.16-acre land  
19           donation valued at seventy-eight thousand dollars from Kenneth L. Peterson, consistent

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

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

Motion 15748 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...

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Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

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Melani Pedroza, Clerk of the Council

**Attachments:** A. King County Water and Land Resources Division Greenwater River Peterson Property Donation Real Estate Donation Agreement

**KING COUNTY WATER AND LAND RESOURCES DIVISION  
GREENWATER RIVER  
PETERSON PROPERTY DONATION**

**REAL ESTATE DONATION AGREEMENT**

This Agreement is made as of the date this instrument is fully executed by and between KENNETH L. PETERSON, as his 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, 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 45 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 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 **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 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 donation 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 donation 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.

6.4 **Donor 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.

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

TO DONOR:  
Kenneth L. Peterson  
[TO BE ENTERED]

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, Donor shall not be required to prove or establish that Donor does not have an adequate remedy at law. Donee hereby waives the requirement of any such proof and acknowledges that Donor would not have an adequate remedy at law for Donee'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.

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

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

DONOR:

\_\_\_\_\_  
Kenneth L. Peterson Date

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



EXHIBIT A

LEGAL DESCRIPTION

That portion of Government Lot 1 in Section 10, Township 19 North, Range 9 East, W.M., described as follows:

Beginning at a point 372.22 feet South and 2439.89 feet East of the Northwest corner of said Section; thence North  $63^{\circ}41'$  East 34 feet;

Thence South  $17^{\circ}$  East 139.8 feet;

Thence South  $89^{\circ}31'$  West 55 feet, more or less, to a point South  $8^{\circ}$  East of the point of beginning;

Thence North  $8^{\circ}$  West 129.5 feet, more or less, to the point of beginning;

ALSO all land lying between the Easterly and Westerly line of the above described tract extended to the Greenwater River,

(Also known as Tract 21 of Wildwood Greenwater Sumner Homes, an unrecorded plat)

Situate in the County of King, State of Washington.

## EXHIBIT B

### PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Stewart Title Company Title Report #692079 dated April 3, 2020, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 6 (Paid Current), 8 and 14, Schedule B-I; 7, 8, 9, 10, 11, 12, 13 and 14, Schedule B-II.

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: \_\_\_\_\_

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: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: BE3B32AE9DEC43AD87233A5641F20B28	Status: Completed
Subject: Please DocuSign: Motion 15748.docx, Motion 15748 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 12:31:17 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 12:34:27 PM  
 Viewed: 12/11/2020 12:51:28 PM  
 Signed: 12/11/2020 12:51:39 PM


## Electronic Record and Signature Disclosure:

Not Offered via DocuSign  
 Supplemental Documents:

Motion 15748 Attachment A.docx

Viewed: 12/11/2020 12:51:34 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 12:51:41 PM  
 Viewed: 12/11/2020 1:04:55 PM  
 Signed: 12/11/2020 1:05:08 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign  
 Supplemental Documents:

Motion 15748 Attachment A.docx

Viewed: 12/11/2020 1:05:02 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

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/10/2020 12:34:27 PM
Certified Delivered	Security Checked	12/11/2020 1:04:55 PM
Signing Complete	Security Checked	12/11/2020 1:05:08 PM
Completed	Security Checked	12/11/2020 1:05:08 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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