



DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2024 (the “Effective Date”), by and between Snohomish County, a political subdivision of the State of Washington (“Donor”), and the City of Snohomish, a Washington municipal corporation (“Donee” or “City”).

1. Real Property. Donor is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 3.59 acres of undeveloped land as more particularly described on Exhibit A to this Agreement (the “Property”) and known as Snohomish County Tax Account No. **00538902800000**. Donor hereby agrees to donate, give, transfer and convey to the City, and the City agrees to accept from Donor, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Consideration. The Donor agrees to donate the property to the City for use as a park. The City agrees to take title to the Property and assume all responsibilities and obligations associated therewith.

3. Title.

3.1 Conveyance. At closing, Donor shall convey the Property to the City by a duly executed and acknowledged statutory warranty deed in substantially the form attached to this Agreement as Exhibit B (the “Deed”), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by the City pursuant to Section 3.2 below. Monetary encumbrances not assumed by the City shall be removed by the Donor at or before closing.

3.2 Preliminary Commitment; Condition of Title. The Donor has received a preliminary commitment (the “Preliminary Commitment”) for title insurance for the Property from Stewart Title Company, Commitment No. 2234998 dated January 19, 2024. The City hereby approves the following Special Exceptions shown on the Preliminary Commitment, which may remain on title at closing: Special Exception No. 1 of Schedule B Part II. All other Special Exceptions must be removed at or before closing.

3.3 Title Insurance. At closing, Donor shall cause the Title Company to issue to the City, at the City's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring the City's fee simple title to the Property, subject only to the standard form of General Exclusions and Exceptions and the Special Exceptions approved by the City pursuant to Section 3.2 above.

4. Donee's Due Diligence. This Agreement is subject to the City's approval, in the City's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by the City or the City's agents. The City shall have thirty (30) days from the Effective Date (the "Due Diligence Period") to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, the City and the City's agents may enter the Property at reasonable times to perform such studies and surveys as the City deems necessary, provided, however, that the City will not perform any excavation or coring on the Property without Donor's prior consent, which consent shall not be unreasonably withheld.

5. Donor's Representations and Warranties. Donor represents and warrants to the City as of the Effective Date, and again as of the date of closing, as follows:

(a) To the best of Donor's knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.

(b) To the best of Donor's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.

In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Donor or occurrences subsequent to the date hereof, Donor shall promptly notify the City and, within ten (10) days after receiving such notice, the City may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Donor.

The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

6. Donor's Covenants. Donor covenants to the City as follows:

(a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.

(b) Donor shall indemnify and hold the City harmless from all claims for commissions or fees by any broker.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

7. The City's Authority. The City's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish City Council and the execution of this Agreement by the Snohomish City Mayor or designee. The City represents and warrants to Donor that, at the date the City executes this Agreement and at the date of closing, the City, and any person signing on behalf of the City, has full power and authority to execute this Agreement and to perform the City's obligations hereunder.

8. The City's Contingency for Legislative Appropriation. As required by the City of Snohomish and other applicable law, all of the City's obligations under this Agreement after the calendar year in which this Agreement is executed by the City are contingent upon local legislative approval for this specific purpose, which will occur on or before March 29, 2024. This condition is automatically waived if exercised.

9. Closing.

9.1 Closing. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded.

9.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through the escrow department of the Stewart Title Company (the "Escrow Agent") by Chillie Ambrose, LPO/Closer.

9.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than March 29, 2024 (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

9.4 Closing Documents and Funds. On or before the date of closing, the City and Donor shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

9.5 Closing Costs; Prorations. Donee/City will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deed; and (iii) the Escrow Agent's escrow fee. Donor will pay the real estate excise taxes due on the sale, if any. Property taxes, if any, shall be prorated at closing. Water and other utilities shall be prorated as of closing. All other costs of closing, if any, shall be borne by Donor and City in a manner consistent with local practice for the county in which the Property is located.

9.6 Possession. Donor shall deliver possession of the Property to the City upon closing.

10. Default and Remedies. If Donor is unable to, or does not, perform Donor's covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Donor's representations and warranties under Section 5 are not all true and accurate, Donor shall be in default of this Agreement. In the event of Donor's default, the City shall be entitled to terminate this Agreement by written notice to Donor and Escrow Agent.

11. Notices. All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Donor:

Property Officer
Snohomish County Department of Facilities and Fleet
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Ph. 425.388.3400
Email. SFMPRO@co.snohomish.wa.us

If to Donee or City:

Brooke Eidem
City of Snohomish
116 Union Avenue
Snohomish, WA 98290
Ph. 360.282.3167
Email. eidem@snohomishwa.gov

If to Escrow Agent:

Chillie Ambrose
Stewart Title Company
2820 Oakes Avenue, Suite A
Everett, WA 98201
Ph. 425.317.7307
Email. Chillie.ambrose@stewart.com

12. General. This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the City and Donor with respect to the

Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the City 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, the City 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.

13. Exhibits. The following documents are attached to this Agreement as Exhibits and are incorporated herein by this reference:

- EXHIBIT A – Legal Description of Property
- EXHIBIT B – Form of Statutory Warranty Deed

14. Time of the Essence; Computation. Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

15. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

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

DONOR:

Snohomish County, a political
subdivision of the State of Washington

By : Carl Jorgensen
Its: Property Officer

DONEE:

City of Snohomish, a Washington
municipal corporation

By : _____

Name: _____

Title: _____

Approved as to Form:

Approved as to Form:

 01-31-2024

Deputy Prosecuting Attorney

City Attorney

EXHIBIT A

Legal Description of Property

For APN/Parcel ID(s): 0053890280000

Beginning at the Southeast corner of Block 28, Panting's Addition to Snohomish, according to the plat thereof recorded in Volume 2 of Plats, page 10, records of Snohomish County, Washington; Thence West 291 feet to the center line of Washington Avenue; Thence North to the North line of said Block 28 extended West; Thence East 291 feet to the Northeast corner of said Block 28; Thence South to the point of beginning; Together with the West half of Ridge Avenue adjoining; Situate in the County of Snohomish, State of Washington

Situate in the County of Snohomish, State of Washington

EXHIBIT B

Return Address:
Snohomish County
Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
ATTN: Carl Jorgensen

Document Title(s) (or transactions contained therein): 1. Statutory Warranty Deed
Reference Number(s) of Related Documents: N/A
Grantor(s) (Last name first, then first name and initials): Snohomish County, a political subdivision of the State of Washington
Grantee(s) (Last name first, then first name and initials): The City of Snohomish, a Washington municipal corporation
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) PTN: Block 28, Panting's Addition to Snohomish
Assessor's Property Tax Parcel/Account Number 00538902800000

**Schedule 1
to Statutory Warranty Deed**

Legal Description of Property

For APN/Parcel ID(s): 00538902800000

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Thence West 291 feet to the center line of Washington Avenue;
Thence North to the North line of said Block 28 extended West;
Thence East 291 feet to the Northeast corner of said Block 28;
Thence South to the point of beginning;
Together with the West half of Ridge Avenue adjoining;
Situate in the County of Snohomish, State of Washington

Situate in the County of Snohomish, State of Washington

Schedule 2 Special Exceptions

1. Private easements rights, if any, of adjacent owners over vacated streets and alleys; unrecorded, common law, private easement rights may persist despite cessation of public easement by: 1) non-user statute, RCW 36.87.090; or 2) by vacation or release of public interest.