



DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into as of this 31st day of May, 2023 (the "Effective Date"), by and between MSR Foundation USA, Inc., a Delaware Corporation ("Donor"), and Snohomish County, a political subdivision of the State of Washington ("Donee" or "County").

1. Real Property. Donor is the owner of certain real property located in Snohomish County, Washington, consisting of approximately .48 acres of undeveloped land as more particularly described on Exhibit A to this Agreement (the "Property"). Donor hereby agrees to donate, give, transfer and convey to the County, and the County agrees to accept from Donor, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Value of Donation. The parties agree that the value of the Property is Twenty-Nine Thousand Dollars (\$29,000.00). If the Donor elects to claim tax benefits associated with this Agreement, the County agrees, upon request, to provide Donor with reasonable written verification of the County's receipt of the Property. In the event Donor elects to claim tax benefits associated with this Agreement: The County acknowledges that the value determination used for the value is taken from The Snohomish County Assessor's records for 2022 and the recent purchase price for the sale of property to the Donor on March 8, 2023. The County makes no representations, warranties or guarantees relating to the tax implications of this Agreement.

3. Title.

3.1 Conveyance. At closing, Donor shall convey the Property to the County 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 County pursuant to Section 3.2 below. Monetary encumbrances not assumed by the County shall be removed by the Donor at or before closing.

3.2 Preliminary Commitment; Condition of Title. The County has received a preliminary commitment (the "Preliminary Commitment") for title insurance for the

Property from C.W Title & Escrow, Commitment No. 50031069-103 #2 dated March 22, 2023. The County hereby approves the following Special Exceptions shown on the Preliminary Commitment, which may remain on title at closing: 4,5,6,7,9,10,11,12,13,14,15. 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 County, at the Donor's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring the County'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 County pursuant to Section 3.2 above.

4. Donee's Due Diligence. This Agreement is subject to the County's approval, in the County's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by the County or the County's agents. The County 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 County and the County's agents may enter the Property at reasonable times to perform such studies and surveys as the County deems necessary, provided, however, that the County 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 County 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 County and, within ten (10) days after receiving such notice, the County 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 County 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 County 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 County's Authority. The County's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish County Council and the execution of this Agreement by the Snohomish County Executive. The County represents and warrants to Donor that, at the date the County executes this Agreement and at the date of closing, the County, and any person signing on behalf of the County, has full power and authority to execute this Agreement and to perform the County's obligations hereunder.

8. The County's Contingency for Legislative Appropriation. As required by the Snohomish County Charter and other applicable law, all of the County's obligations under this Agreement after the calendar year in which this Agreement is executed by the County are contingent upon local legislative appropriation of the necessary funds for this specific purpose on or before December 31, 2023. 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 Title Company (the "Escrow Agent").

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 July 30, 2023 (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 County 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. County 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 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 County 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 County 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 County 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:

Ed Wendling | Broker
Windermere GH LLC
206-276-6846
EdmondstoEverett.com

If to Donee:

Park Property Administrator
Snohomish County Parks & Recreation Division.
6705 Puget Park Drive
Snohomish, WA 98296
Telephone: (425) 388-6623

If to Escrow Agent:
CW Title & Escrow
19401 40th Ave W. Ste 140
Lynnwood, WA 98036

12. General. This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the County 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 County 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 County 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:

MSR Foundation USA Inc.,
a Delaware Corporation

By :
Its: Chairman

DONEE:

Snohomish County, a political
subdivision of the State of Washington

By : _____

Name: _____

Title: _____

Approved as to Form Only:

4/17/2023 George Marsh

Deputy Prosecuting Attorney

EXHIBIT A

Legal Description of Property

Tax Parcel No. **00557300100300**

LOT 3, BLOCK 1, RIVERSCENE, ACCORDING TO THE FLAT THEREOF
RECORDED IN VOLUME 21 OF PLATS,
PAGES 86 AND 87, IN SNOHOMISH COUNTY, 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: Steven Tease

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):

MSR Foundation USA, Inc. a Delaware Corporation

Grantee(s) (Last name first, then first name and initials):

1. Snohomish County, a political subdivision of the State of Washington

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LT 3, BLK 1, RIVERSCENE, SNOHOMISH COUNTY, WA

Assessor's Property Tax Parcel/Account Number

005573-001-003-00

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first written above.



[Handwritten Signature]

(Signature of Notary)

ERIC JURY

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at WINDYVILLE. My appointment expires: 2/25/24.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first written above.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My appointment expires: _____.

**Schedule 1
to Statutory Warranty Deed**

Legal Description of Property

Tax Parcel No. **00557300100300**

LOT 3, BLOCK 1, RIVERSCENE, ACCORDING TO THE FLAT THEREOF
RECORDED IN VOLUME 21 OF PLATS, PAGES 86 AND 87, IN SNOHOMISH
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Schedule 2 Special Exceptions

4. Reservations contained in instrument recorded as document #559233 in the official records.
5. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded plat of Riverscene recorded as document #1548944 in the official records.
6. Covenants, conditions and restrictions imposed by instrument recorded as document #1880178 in the official records.
7. Easement and the terms and conditions thereof:
Grantee: Public Utility District No. 1 of Snohomish County and General Telephone Company Northwest, Inc.
Recorded as document #7904160246 in the official records.
9. Covenants, conditions and restrictions imposed by instrument recorded as document #9805280435 in the official records. Said instrument is a re-record of instrument recorded as document #9801130520 in the official records.
10. Covenants, conditions and restrictions imposed by instrument recorded as document #200002150438 in the official records. Said instrument is a re-record of instrument recorded as document #9801130520 in the official records.
11. Easement agreement and the terms and conditions thereof: Recorded as document #200805020383 in the official records.
12. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the South Fork Stillaguamish River, if it is navigable.
13. The right of use, control or regulation by the United States of America in exercise of power over commerce and navigation.
14. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of South Fork Stillaguamish River.
15. Any restrictions on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.