



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 Marysville, 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 54 acres of undeveloped land as more particularly described on Exhibit A to this Agreement (the "Property") and known as Snohomish County Tax Account No(s) **31052900400800 and 31052900401700**. 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 bargain and sale 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 2109705 dated May 22, 2024. The City hereby approves the following Special Exceptions shown on the Preliminary Commitment, which may remain on title at closing: Special Exception No(s) 1 through 19 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"), in the amount of **\$141,100 00** 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 Marysville City Council and the execution of this Agreement by the Marysville 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 Marysville 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 January 2, 2025 (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

Rochelle Barker
City of Marysville
501 Delta Avenue
Marysville, WA 98270
Ph. 360.363.8000
Email rbarker@marysvillewa.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

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.

14. 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

15. 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

16. 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.

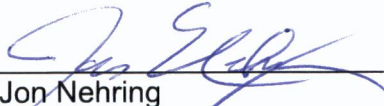
DONOR:

Snohomish County, a political
subdivision of the State of Washington

By: _____
Name: Carl Jorgensen
Its: Property Officer

DONEE:

City of Marysville, a Washington
municipal corporation

By: 
Name: Jon Nehring
Title: Mayor

Approved as to Form

Deputy Prosecuting Attorney

Approved as to Form:



City Attorney

EXHIBIT A

Legal Description of Property

For APN/Parcel ID(s): 31052900401700

Parcel 1

That portion of the Southeast quarter of Section 29, Township 31 North, Range 5 East, W M , described as follows

Beginning at the intersection of the North line of the South 31 7 feet of the North half of the Southeast quarter of said Section, being the South line of that certain tract designated as "Parcel B of Item 2" in Decree of Appropriation entered January 17, 1957 in favor of the State of Washington in Snohomish County Superior Court Cause No. 60448, with the West boundary of SR 5, Thence South 6°23'02" East along said boundary 272.28 feet to the beginning of a curve to the right having a radius of 25 00 feet, Thence Southwesterly and Westerly along said curve through a central angle of 92°53'02" an arc length of 40 53 feet to a point of tangency, Thence South 86°30'00" West 1482 20 feet; Thence North 0°33'30" East 280 00 feet, Thence North 60°46'01" East 80 83 feet of said North line of the South 31 7 feet with the West line of said Decree of Appropriation, Thence North 87°09'45" East along said line 1400 94 feet to the Point of Beginning

Situate in the County of Snohomish, State of Washington

For APN/Parcel ID(s): 31052900400800

That portion of the North half of the Southeast quarter of Section 29, Township 31 North, Range 5 East, W M , lying westerly of a line drawn 125 feet southwesterly and parallel with the center line of SR 5, Stimson Road to Stillaguamish River Bridge EXCEPT the South 31 7 feet thereof and also EXCEPT the North 200 feet thereof EXCEPT the West 125 feet of the South half of the Northwest quarter of the Southeast quarter of said Section 29

ALSO the North half of the Northeast quarter of the Southwest quarter of Section 29, Township 31 North, Range 5 East W M , EXCEPT the North 200 feet thereof and EXCEPT the West 700 feet thereof.

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 Property Officer

Document Title(s) (or transactions contained therein): 1. Bargain and Sale Deed
Reference Number(s) of Related Documents: N/A
Grantor(s) (Last name first, then first name and initials): 1. Snohomish County, a Political Subdivision of the State of Washington
Grantee(s) (Last name first, then first name and initials): 1 City of Marysville, a Washington municipal corporation
Legal description (abbreviated i.e. lot, block, plat or section, township, range) Ptn of SE1/4 of Section 29, Twnbsp 31 N, Rng 5 E, WM, Snohomish County, WA
Assessor's Property Tax Parcel/Account Number 31052900400800 and 31052900401700

BARGAIN AND SALE DEED

Grantor, Snohomish County, a Political subdivision of the State of Washington, for no consideration, bargains, sells and conveys to the City of Marysville, a Washington municipal corporation ("Grantee"), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto.

DATED _____, 2024.

Grantor:

By _____
Name: Carl Jorgensen
Title: Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2024, before me, personally appeared _____ to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Printed. _____
NOTARY PUBLIC in and for Washington
Residing at _____
My commission expires. _____.

**Schedule 1
to Bargain and Sale Deed**

Legal Description of Property

For APN/Parcel ID(s): 31052900401700

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Situate in the County of Snohomish, State of Washington

For APN/Parcel ID(s): 31052900400800

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ALSO the North half of the Northeast quarter of the Southwest quarter of Section 29, Township 31 North, Range 5 East W M , EXCEPT the North 200 feet thereof and EXCEPT the West 700 feet thereof

Situate in the County of Snohomish, State of Washington

**Schedule 2
Special Exceptions**

- 1 Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways constructed on lands condemned by proceedings under Snohomish County Superior Court By State of Washington
Cause No 60448

- 2 Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways constructed on lands condemned by proceedings under Snohomish County Superior Court By State of Washington
Cause No . 90719

- 3 Declaration of Segregation and matters set forth therein
Recorded April 23, 1991
Auditor's File No . [9104230242](#)

Affidavit of Correction
Recorded September 13, 1991
Auditor's File No . [9109130489](#) .
Parcel 1 and additional property

- 4 Annexation Covenant and Power of Attorney and the terms and conditions thereof recorded under Instrument No [9510260168](#)
Parcel 1 and additional property

- 5 Terms, provisions, conditions and matters recited in that Affidavit of Boundary Line Adjustment recorded as Instrument No [9603180553](#)

6. Terms, provisions, conditions and matters recited in that Affidavit of Boundary Line Adjustment recorded as Instrument No [9603180554](#)
Parcel 1 and additional property

- 7 Terms, provisions, conditions and matters recited in that Affidavit of Boundary Line Adjustment recorded as Instrument No [9603180555](#)

- 8 Declaration of Protective Covenant and the terms and conditions thereof recorded under Instrument No [9812020225](#).
Parcel 1

- 9 Record of Survey and matters, if any - set forth therein
Recorded April 1, 1999
Auditor's File No. [9904015001](#)
Parcel 1

10. Restrictive Covenant and the terms and conditions thereof recorded under Instrument No [200402260001](#)
Parcel 1 and additional property
- 11 Declaration of Covenant recorded under Recording Number [200501270679](#), together with all amendments thereto
- 12 Mitigation Agreement, including terms and conditions thereof as recorded in Instrument No [200702230414](#)
- 13 Terms, provisions, conditions and matters recited in that Affidavit of Boundary Line Adjustment recorded as Instrument No. [202211145004](#)
- 14 Relinquishment of access to state highway and of light, view and air by deed from the State of Washington, recorded August 7, 1973 under Recording Number [2307630](#)
Parcel 2
15. Restrictions contained in Governor's Deed recorded August 7, 1973, as Instrument #[2307630](#), records of Snohomish County, Washington
Parcel 2
- 16 Resolution No 1241 and the terms and conditions thereof recorded under Instrument No [8705210032](#)
- 17 Resolution No. 1263 and the terms and conditions thereof recorded under Instrument No [8706090247](#)
- 18 Water Line Easement Agreement, including terms and conditions thereof as recorded in Instrument No. [200709260653](#)

Assignment of Water Line Easement Agreement recorded under Instrument No [200806250212](#) Parcel 2
- 19 Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water
Parcel 2