



DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into as of this 24 day of August, 2022 (the "Effective Date"), by and between 1. Gregory J. Hummel, as a separate estate, and Larry D. Hester, as the heir at law of Katherine Hummel Hester (collectively "Donors"), and 2. Snohomish County, a political subdivision of the State of Washington ("Donee" or "County").

1. Real Property. Donors are the owner of certain real property located in Snohomish County, Washington, consisting of approximately .6 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 Donors, 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 Three Thousand Six Hundred and 00/00 Dollars (\$3,600.00). If the Donors elect to claim tax benefits associated with this Agreement, the County agrees, upon request, to provide Donors with reasonable written verification of the County's receipt of the Property, and acknowledges that the value determination used for the value is taken from The Snohomish County Assessor's records for 2022. The County makes no representations, warranties or guarantees relating to the tax implications of this Agreement.

3. Title.

3.1 Conveyance. At closing, Donors 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 Donors 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 Rainier Title Company of Washington, Commitment No. 804815RT dated March 8, 2022. The County hereby approves the following Special Exceptions

shown on the Preliminary Commitment, which may remain on title at closing: Special Exception #11,12,13,14,15,16,17. All other Special Exceptions must be removed at or before closing.

3.3 Title Insurance. At closing, Donors shall cause the Title Company to issue to the County, at the County'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 Donors' prior consent, which consent shall not be unreasonably withheld.

5. Donors Representations and Warranties. Donors represent 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 Donors' 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) Donors have no knowledge of any material defect in the Property, whether latent or patent.
- (c) To the best of Donors' 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.
- (d) Donors have no knowledge, nor have Donors received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property.

(e) Donors have no knowledge, nor have Donors received written notice, of any default or breach by Donors under any covenants, conditions, restrictions, rights of way or easements affecting the Property or any portion thereof.

(f) To the best of Donors' knowledge, neither Donors nor any third party have placed, deposited, generated, manufactured, processed, handled or otherwise brought on to the Property any hazardous, dangerous or toxic substances or materials, as defined under any applicable environmental laws. To the best of the Donors's knowledge, the Property contains no underground storage tanks. Donors have no knowledge of any substances or conditions on the Property which may support a claim or cause of action against the owner of the Property, whether by a governmental agency or body or private party under any environmental laws. Donors have not received notification from any agency or individual that the Property is, or may be, in violation of any environmental law(s) or is, or may be, targeted for a cleanup pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, codified at 42 USC §9601 et. seq. (the "Superfund Act"), the Model Toxics Control Act, codified at Chapter 70.105D RCW (the "MTCA"), or other federal or state hazardous waste cleanup laws, rules, or regulations.

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 Donors or occurrences subsequent to the date hereof, Donors shall promptly notify County and, within ten (10) days after receiving such notice, County may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Donors.

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. Donors's Covenants. Donors 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) Donors shall indemnify and hold the County harmless from all claims for commissions or fees, if any, 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 Donors 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, if any, for this specific purpose. 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 December 31, 2022 (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 Donors 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. County will pay the real estate excise taxes due on the sale. Property taxes shall be prorated at closing. Water and other utilities shall be prorated as of closing. All other costs of closing costs shall be paid by County.

9.6 Possession. Donors shall deliver possession of the Property to the County upon closing.

10. Default and Remedies. If Donors are unable to, or do not, perform Donors' covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Donors's representations and warranties under Section 5 are not all true and accurate, Donors 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:

~~Larry Hester, CO:
Gregory J. Hummel
P.O. Box 437
Red River, NM 87558~~

17212 Graystone Dr
Dallas, TX 75248



~~Gregory J. Hummel
P.O. Box 437
Red River, NM 87588~~

111480 S 9180 Rd
Checotah, OK
74426



Telephone: 575-770-3580

If to County/ Donee:

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

If to Escrow Agent:

Rainier Title
Escrow Department
2722 Colby Ave; Suite 125
Everett, WA 98201
Telephone: (425) 259-8220

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


DONORS:

DONEE:

Snohomish County, a political subdivision of the State of Washington

By: 
Greg Hummel

By: 
Name: STEVEN TEASE
Title: PROPERTY OFFICER

By: 
Larry D Hester,
Heir at law of
Katherine Hummel Hester

Approved as to Form:

/s/ Sean Reay DPA 7/5/22
Deputy Prosecuting Attorney

EXHIBIT A

Legal Description of Property

Tax Parcel No. 27031300404800

Beginning at a point on the meander line, 800 feet Southwesterly from the Northwest corner of Government Lot 3 in Section 13, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington; Thence Southwesterly along said meander line, 347 feet; Thence East 120 feet more or less, to the Great Northern Railroad right-of-way; Thence Northeasterly along said right-of-way, 297 feet; Thence Northwest 60 feet, more or less, to the Point of Beginning;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT B

<p>Return Address:</p> <p>Snohomish County Property Management 3000 Rockefeller Avenue M/S 404 Everett, WA 98201 ATTN: Steven Tease</p>
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<p>Document Title(s) (or transactions contained therein):</p> <p>1. Statutory Warranty Deed</p>
<p>Reference Number(s) of Related Documents: N/A</p>
<p>Grantor(s) (Last name first, then first name and initials):</p> <p>Gregory J. Hummel and Larry D. Hester, heir at law of Katherine Hummel Hester</p>
<p>Grantee(s) (Last name first, then first name and initials):</p> <p>1. Snohomish County, a political subdivision of the State of Washington</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>. Ptn. Gov't. Lot 3, Sec. 13, Twn. 27N., Rng. 3E., W.M., Snohomish Co.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>27031300404800</p>

STATUTORY WARRANTY DEED


The Grantor, Gregory J. Hummel and Larry D. Hester, as the heir at law of Katherine Hummel Hester, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and warrants to SNOHOMISH COUNTY, a political subdivision of the State of Washington ("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: 7/13/22, 2022.

Grantor:


Gregory J. Hummel

Grantor:


Larry D. Hester
Heir at law of Katherine Hummel Hester

STATE OF Oklahoma)
COUNTY OF McIntosh) ss.

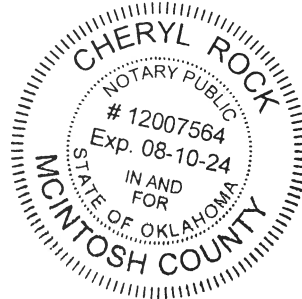
On this 13th day of July, 2022, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally came Gregory J. Hummel, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his 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.

Cheryl Rock
(Signature of Notary)

Cheryl Rock
(Print or stamp name of Notary)

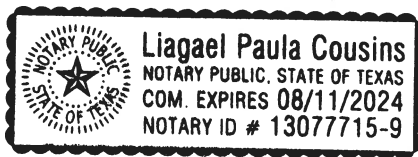
NOTARY PUBLIC in and for the State of Oklahoma, residing at Chocolah
My appointment expires: 8-10-24.




STATE OF _____)
COUNTY OF _____) ss.

On this 18 day of JULY, 2022, before me, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally came Larry D. Hester, heir at law of Katherine Hummel Hester, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his 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)

Liagael Cousins

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Texas, residing at _____.
My appointment expires: 8/11/2024

Accepted by:
Snohomish County, a political subdivision of
the State of Washington

Name: Steven Tease
Property Officer

**Schedule 1
to Statutory Warranty Deed**

Legal Description of Property

Tax Parcel No. 27031300404800

Described as:

Beginning at a point on the meander line, 800 feet Southwesterly from the Northwest corner of Government Lot 3 in Section 13, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington; Thence Southwesterly along said meander line, 347 feet; Thence East 120 feet more or less, to the Great Northern Railroad right-of-way; Thence Northeasterly along said right-of-way, 297 feet; Thence Northwest 60 feet, more or less, to the Point of Beginning;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Schedule 2

Special Exceptions

Special Exeption #11 as follows:

Reservations and other matters contained in deed:

Recorded: September 5, 1957 Recording No.: 1251358

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Special Exeption #12 as follows:

Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Puget Sound.

Special Exeption #13 as follows:

Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Puget Sound.

Special Exeption #14 as follows:

Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.

Special Exeption #15 as follows:

Rights and easements of the public for commerce, navigation, recreation and fisheries.

Special Exeption #16 as follows:

Any restrictions on the use 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.

Special Exeption #17 as follows:

Location of the lateral boundaries of second class tidelands and shorelands