



Department of Conservation and Natural Resources
Parks & Recreation Division

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2025 (the “Effective Date”), by and between Snohomish County, a political subdivision of the State of Washington (“Donor”), and the City of Lake Stevens, 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 50 acres of undeveloped land known as Cavalero Hill Park and more particularly described on Exhibit A to this Agreement (the “Property”) and known as Snohomish County Tax Account No.(s) **29052600101100, 29052600101200, 29052600101300, 29052600101400, 29052600101500, 29052600101600 and 29052600104200.** 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 subject to the deed restriction restricting the use of the Property for use as a park – see Exhibit B Statutory Warranty Deed for said restriction. 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. 2354137 dated May 22, 2024.

The City hereby approves the following Special Exceptions shown on the Preliminary Commitment, which may remain on title at closing: **Schedule B Part II: Exceptions 1 through 26, inclusive**. 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. City's Covenants. The City of Lake Stevens covenants as follows:

- (a) Use of the property is limited to public purposes, which shall include recreational access and comply with the restrictions of the funding sources used to purchase and/or improve the property.
- (b) The property will not be sold for private use or purposes.

8. City's Authority. The City's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Lake Stevens City Council and the execution of this Agreement by the Lake Stevens 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.

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 _____, 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:
Sarah Garceau
City of Lake Stevens
2306 131st Avenue NE
Lake Stevens, WA 98258
Ph. 425.622.9450

Email. sgarceau@lakestevenswa.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 Lake Stevens, a Washington
municipal corporation

By :

Name: _____

Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

EXHIBIT A

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof; ALSO

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL 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 Lake Stevens, a Washington municipal corporation

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

PTN: NE1/4 Sec 26, Twensp 29 N, Rge 5 E, W.M.

Assessor's Property Tax Parcel/Account Number

**29052600101100, 29052600101200, 29052600101300, 29052600101400,
29052600101500, 29052600101600 and 29052600104200**

STATUTORY WARRANTY DEED

The Grantor, Snohomish County, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and warrants to the City of Lake Stevens, 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.

This conveyance is subject to the following restrictive covenant on the Property that will run with the land:

“The property herein, shall never be sold or developed for commercial purposes and shall be operated and maintained in active public park and recreational use in perpetuity.”

DATED: _____, 2025.

Snohomish County, a political subdivision of
the State of Washington

Name: Carl Jorgensen, Property Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Property Officer of

Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
Notary Public
My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF _____)

SS.

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.

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Accepted by:
City of Lake Stevens, a Washington municipal corporation

Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Lake Stevens to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature) _____
Notary Public
My appointment expires _____

**Schedule 1
to Statutory Warranty Deed**

Legal Description of Property

PARCEL A: TAX ACCOUNT NO.: 29052600101300

The East half of the East half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet;

AND EXCEPT the East 20 feet thereof.

PARCEL B: TAX ACCOUNT NO.: 29052600101100

West half of Southeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

PARCEL C: TAX ACCOUNT NO.: 29052600101600

The East half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the East 150 feet of the North half thereof; ALSO

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL D: TAX ACCOUNT NO.: 29052600101400

The West half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington.

EXCEPT the North 30 feet thereof for road;

ALSO EXCEPT that portion thereof condemned by the State of Washington by Decree of Appropriation entered under Snohomish County Superior Court Cause No. 102688.

(Being a portion of Parcel B of Short Plat No. SP180(5-76) recorded under Recording No. 7610080283.)

PARCEL E: TAX ACCOUNT NO.: 29052600101500

The West half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT ROADS.

PARCEL F: TAX ACCOUNT NO.: 29052600104200

The East 150 feet of the North 184 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

PARCEL G: TAX ACCOUNT NO.: 29052600101200

The East 150 feet of the North half of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 184 feet thereof;

AND TOGETHER WITH the West 60 feet of the East 210 feet of the North 244 feet of the West half of the Northwest quarter of the Northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT the North 30 feet for road.

ALL SITUATE in the County of Snohomish, State of Washington.

**Schedule 2
Special Exceptions**

1. Easement as more fully set forth in the document recorded as Instrument No. 458190.
2. Easement as more fully set forth in the Snohomish County Superior Court Cause No. 27964.
3. Easement and the terms and conditions thereof recorded under Instrument No. [784767](#). As to a ptn Parcel A
4. Easement and the terms and conditions thereof recorded under Instrument No. [2251400](#). As to ptn Parcel D
5. Easement and the terms and conditions thereof recorded under Instrument No. [2342736](#). As to ptn Parcels C, G & F
6. Easement and the terms and conditions thereof recorded under Instrument No. [2342737](#). As to ptn Parcel A
7. Restrictions, Conditions, Dedications, Notes, Easements and Provisions contained and/or delineated on the face of the Short Plat recorded under Auditor's File No. [7610080283](#)
8. Record of Survey and the terms and conditions thereof recorded under Instrument No. [7901310174](#).
9. Easement as more fully set forth in the instrument recorded July 8, 1987, as Document No. [8707080128](#). As to ptn Parcels C & D
10. Affidavit of Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. [8707100118](#).
11. Option for Easement, and the terms and conditions thereof as more fully set forth in the instrument recorded July 14, 1987, as Document No. [8707140628](#).
As to Parcel G
12. Easement and the terms and conditions thereof recorded under Instrument No. [9108060036](#). As to Parcel G
13. Easement and the terms and conditions thereof recorded under Instrument No. [9108060040](#). As to Parcel F
14. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. [9108060041](#). As to ptn Parcel A
15. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. [9108060042](#). As to ptn Parcel A
16. Easement as more fully set forth in the instrument recorded August 6, 1991, as Document No. [9108060075](#). As to ptn Parcel E
17. Easement as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9407080128](#). As to Parcels F & G
18. Easement granted as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9407140628](#).

19. Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9408060036](#).
20. Easement granted to Everett as more fully set forth in the instrument recorded February 17, 1994, as Document No. [9408060046](#).
21. Ordinance No. 95-055 and the terms and conditions thereof recorded under Instrument No. [9602290317](#).
22. Record of Survey and any terms and conditions disclosed therein recorded under Instrument No. [200203015006](#).
23. Easement and the terms and conditions thereof recorded under Instrument No. [200103160634](#).
24. Declaration of Easement for Access and Utilities as more fully set forth in the instrument recorded August 26, 2002, as Document No. [200208261194](#).
25. Special Use and Temporary Construction Permit as more fully set forth in the instrument recorded August 23, 2006, as Document No. [200608230298](#) and amended under Document No. [200610190566](#).
26. Easement Transfer and Bill of Sale, and the terms and provisions thereof, as more fully set forth in the instrument recorded April 16, 2010, as Document No. [201004160098](#) and August 27, 2019 as Document No. [201908270593](#).