

**KING CONSERVATION DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 17-001

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KING CONSERVATION DISTRICT, KING COUNTY, WASHINGTON, DECLARING CERTAIN DISTRICT REAL PROPERTY SURPLUS; DECLARING THE DISTRICT'S INTENTION TO SELL AND CONVEY THE REAL PROPERTY TO THE CITY OF KIRKLAND.

WHEREAS, the King Conservation District ("District") owns certain real property as legally described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property") which was acquired by the District in June of 1979 and has been used for conservation and park purposes; and

WHEREAS, the District now desires to sell and convey the Property to the City of Kirkland which will own, maintain and use the Property in a manner substantially consistent with the District's prior use; and

WHEREAS, the sale and conveyance of the Property to the City of Kirkland will relieve the District of the burden of maintaining the Property for future public use and will allow the City of Kirkland to assume those responsibilities; and

WHEREAS, District staff have advised the Board of Supervisors that the Property is not and will not be needed for District purposes, the Property is surplus to the District's needs, and the Property should be declared surplus and sold and conveyed to the City of Kirkland in accordance with the terms and conditions of the draft proposed Purchase and Sale Agreement attached as **Exhibit B** ("Agreement"), which Agreement is incorporated herein by this reference; now, therefore,

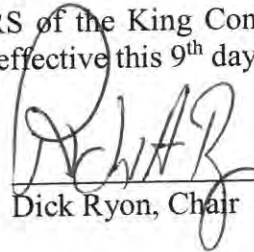
BE IT RESOLVED by the Board of Supervisors of King Conservation District, King County, Washington, as follows:

1. The Property as described on **Exhibit A** is not and will not be needed for District purposes.
2. The District hereby declares the Property to be surplus to the District's needs and further declares its intention to sell and convey the Property to the City of Kirkland who will own, maintain and use the Property in a manner substantially consistent with the current use.
3. The Executive Director of the District is authorized to sign the Agreement in its current form or in a substantially similar form, provided that any revisions to the Agreement do not change the financial terms of the contemplated transaction.

4. District management staff are authorized and directed to undertake such tasks as may be necessary and appropriate in order to facilitate the sale and conveyance of the Property to the City of Kirkland.

5. Bea Covington, the Executive Director of the District, is authorized to execute all documents, including escrow instructions, deeds and excise tax affidavits necessary for and related to the sale and conveyance of the Property to the City of Kirkland.

ADOPTED BY THE BOARD OF SUPERVISORS of the King Conservation District, Washington, at a regular open public meeting thereof, and effective this 9th day of January, 2017.



Dick Ryon, Chair

CERTIFICATE

I, Max Prinsen, Secretary/Auditor of the Board of Supervisors of the King Conservation District, King County, Washington, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 17-001 of such Board, duly adopted at a regular meeting thereof held on the 9th day of January, 2017, by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.


Max Prinsen, Secretary/Auditor

Exhibit A

Legal Description and Depiction of Property

Tract A, Totem Lake South, according to the plat thereof recorded in Volume 110 of Plats, pages 9 through 11, inclusive and Correction Map of Totem Lake South, according to the plat thereof recorded in Volume 110 of Plats pages 92 and 93, in King County, Washington;

Together with that portion of Totem Lake Way vacated by Ordinance 2463, recorded under recording number 7905230687.

(Parcel No. 8663270060)

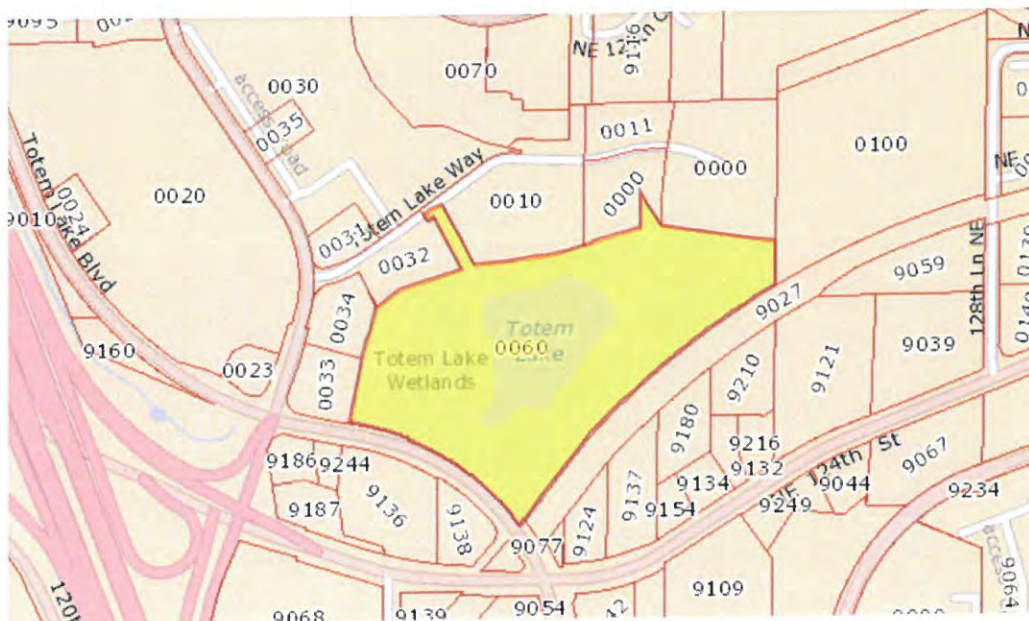


Exhibit B

Proposed Draft Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made this ____ day of _____, 2017, by and between the City of Kirkland, a municipal corporation of the State of Washington ("Buyer"), and the King Conservation District, a municipal corporation of the State of Washington and the owner of the real property hereinafter described ("Seller").

For and in consideration of the mutual covenants herein contained, the sufficiency of which is unconditionally acknowledged by Buyer and Seller, the parties hereby agree as follows:

1. Purchase of Real Property. Subject to City Council appropriation of funds, Buyer and Seller hereby agree to the purchase and sale of the real property described as follows:

Tract A, Totem Lake South, according to the plat thereof recorded in Volume 110 of Plats, pages 9 through 11, inclusive and Correction Map of Totem Lake South, according to the plat thereof recorded in Volume 110 of Plats pages 92 and 93, in King County, Washington;

Together with that portion of Totem Lake Way vacated by Ordinance 2463, recorded under recording number 7905230687.

("Property").

2. Purchase Price; Payment. The Purchase Price for the Property shall be Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). Seller is in possession of One Hundred and Forty Three Thousand One Hundred Twenty Five and 45/100 Dollars (\$143,125.45) in grant funds available to Buyer under Seller's Member Jurisdiction Grant Program, which upon Closing shall be retained by Seller and credited toward the Purchase Price. At or before Closing, Buyer shall deposit the remaining balance of the Purchase Price in the amount of Four Hundred and Six Thousand Eight Hundred Seventy Four and 55/100 Dollars (\$406,874.55) with the Escrow Holder.

3. Escrow Holder: Promptly following the full execution and acceptance of this Agreement, Buyer shall open an escrow with NexTitle, Bellevue, Washington (the "Escrow Holder"). A copy of this Agreement shall be provided to the Escrow Holder to advise the Escrow Holder of the terms and conditions hereof. Escrow Holder shall conduct the closing pursuant to the escrow instructions of the parties which shall be consistent herewith.

4. Title Policy and Condition of Title. Buyer will order a standard coverage preliminary commitment for title ("Title Report") from NexTitle immediately upon mutual execution and acceptance of this Agreement. Within sixty (60) days after receipt of the title report, Buyer shall notify Seller in writing what exceptions to title, if any, are objectionable and will not be accepted by Buyer. All other exceptions shall constitute permitted exceptions. If Buyer fails to provide Seller with timely notice of any objections to the exceptions to title, then all exceptions to title shall be considered permitted exceptions. Seller shall remove all exceptions that are not permitted exceptions prior to the closing date. However, if Seller is unable to remove any such exceptions prior to the closing date, this Agreement shall be deemed null and void unless the

The deed shall be recorded when sale proceeds are available for Seller. Buyer shall be entitled to possession of the Property on closing. The closing of the sale of the Property shall be held at the Bellevue offices of NexTitle ("Escrow") no later than 60 days after all contingencies identified in this Agreement have been satisfied. This date may be extended by agreement of the parties which agreement shall not be unreasonably withheld.

Buyer and Seller will each pay customary costs and expenses of closing. Seller shall pay any cost or expense required to be paid in order to clear Seller's title consistent with the terms of this Agreement. Buyer shall be required to cooperate with Seller in a reasonable manner in Seller's efforts to obtain the Grantors' consent and approval of this conveyance. Buyer and Seller shall place with Escrow all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.

6. Access to Property. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through closing date to enter upon the Property for inspection purposes, but Buyer will not conduct any tests at the Property that involve piercing the ground or structures.

7. Property Tax. Even though Buyer is exempt from property taxes, all property taxes applicable to the Property will be paid by Seller prior to closing or through Escrow. Immediately after closing, if any taxes have been paid in excess of what was required, the Buyer will advise King County to refund the excess taxes to Seller if refundable.

8. Condition of Property. All representations and warranties of Seller contained herein shall be true, accurate, and complete at the time of closing. The physical condition of the property at closing shall be the same as on the date of this Agreement.

8.1 Seller shall not enter into any lease, trust deed, mortgage, restriction, encumbrance, lien, license or other instrument or agreement affecting the Property without the prior written consent of Buyer from and after the date of this Agreement. Seller warrants as follows: that Seller is the sole legal owner of the fee simple interest in the Property and is not holding title as a nominee for any other person or entity; that no person or entity has a first right of refusal or option to purchase or other similar right to or interest in the Property; that no labor, materials or services have been furnished or will be furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborers' or materialpersons' liens or claims might arise.

8.2 This offer is made with respect to the physical condition of the Property on an "as is and where is basis" as of the date of closing, provided that Buyer does not waive any claim it may now have or hereafter acquire against Seller based on, arising out of, or in any way related to toxic, dangerous, or hazardous waste or substance as the same may now or hereafter be defined by any applicable law or regulation, nor does Buyer release Seller from any liability to Buyer based upon, arising out of, or any way related to toxic, dangerous, or hazardous waste or substance as may hereafter be found and determined to have been on or within the Property as of the date of closing of this sale or earlier.

9. Seller's Knowledge. To the best of Seller's knowledge, the Property is not in violation of any law or regulation relating to the environmental conditions thereon and there is