



## DONATION AGREEMENT

This Donation Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the City of Everett, a Washington municipal corporation (“**City**”), and the Donor identified below in the Basic Provisions (“**Donor**”), (individually a “**Party**” and collectively the “**Parties**”).

Donor desires to donate the Property as defined below to the City. By its approval of this Agreement, the Everett City Council authorizes the City to accept the Property under chapter 2.105 EMC. Accordingly, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**1. BASIC PROVISIONS.** The following definitions and provisions apply and are part of this Agreement:

<b>Donor Address</b>	Boys & Girls Clubs of Snohomish County, a Washington non-profit corporation
	8223 Broadway Suite 100
	Everett, WA 98203
	btsoukalas@bgcsc.org
<b>Real Property</b>	The Donor is the owner of the real property. The legal description of the real property is attached as <u>Exhibit A</u> and incorporated herein by this reference. If the parties determine that a drawing of the real property is necessary, it will also be included as part of <u>Exhibit A</u> .
<b>City Address</b>	Real Property Manager City of Everett 802 E. Mukilteo Blvd. Everett, WA 98203
<b>City Email Address</b>	realproperty@everettwa.gov

**2. PROPERTY.** Donor agrees to donate and convey to City and City agrees to accept from Donor, subject to the terms and conditions set forth in this Agreement, the following:

(a) Real Property. The real property located in Snohomish County, Washington, legally described as set forth on Exhibit A attached hereto, together with all Donor’s right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation all development rights, air rights, and water rights relating to the real property, and all rights to utilities serving the property, as well as

any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “**Real Property**”).

(b) Tangible Personal Property. All tangible personal property owned by Donor and located on, within, over or under the Real Property that is attached or otherwise affixed to the Real Property, including without limitation all fixtures.

(c) Intangible Personal Property. All intangible personal property owned by Donor and used in the ownership, financing, operation or maintenance of the Real Property or the tangible personal property, or any portion of either. The intangible personal property includes, but is not limited to, licenses and permits issued by any federal, state, or local authorities relating to the use, maintenance, occupancy or operation of the Real Property, reports and studies, including but not limited to physical and engineering inspections, soil studies, utility and zoning studies, traffic studies, environmental assessment reports, government correspondence, orders or data relating to any hazardous materials on the Real Property and any other documented information relating exclusively to the Real Property.

The Real Property, the tangible personal property, and the intangible personal property are collectively referred to in this Agreement as the “**Property**.”

**3. CONVEYANCE OF TITLE.** Donor shall convey to the City fee simple title to the Real Property by duly executed and acknowledged quit claim deed (the “**Deed**”). The form of Deed shall be substantially as attached hereto as Exhibit B and incorporated herein by this reference. If necessary, the parties will duly execute and complete a Real Estate Excise Tax affidavit, a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code, and any other documents required to complete the conveyance of the Property. All Property is conveyed to the City effective upon recording of the Deed.

**4. NATURE OF DONATION.** The Parties acknowledge and agree that the conveyance hereunder is a donation and the City will not compensate the Donor for the Property. The Parties acknowledge and agree that the City’s willingness to accept the Property and thereafter operate and maintain the Property is sufficient and adequate consideration for Donor’s obligations hereunder. The Parties acknowledge and agree that the City has made no promises regarding how the Property will be used in the future by the City.

**5. NAMING OF THE PROPERTY.** Prior to the donation, the Donor’s Board of Directors took official action on 10/16/2024, to name the Property the Rosemary Lane Nature Trail. The City acknowledges this action and the Donor’s desire for the City to maintain the name for any portion of the Property developed into a nature/interpretative trail after the donation has been completed and the Property transferred to the City. The City agrees that if it develops a portion of the Property into a nature/interpretive trail that it will recognize that portion of the Property as the Rosemary Lane Nature Trail.

**6. CONVEYANCE COSTS.** The City will pay real estate excise taxes, if any; sales tax, if any; and recording fees.

**7. PRORATIONS.** All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and utility bills, if any, shall be prorated as of

the date of recording of the Deed, on the basis of a 365 day year, with the Donor being charged and credited for all of same up to the recording date and City being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the date of recording of the Deed, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between the Donor and the City.

**8. DONOR'S REPRESENTATIONS AND WARRANTIES.** In addition to other representations herein, Donor represents and warrants to the City as of the Effective Date and as of the date that Donor executes the Deed that:

- (a) Donor has full power and authority to convey the Property to City
- (b) Donor is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. If deemed necessary by the City, Donor shall deliver to City a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to City.
- (c) To Donor's actual knowledge, Donor has received no notice of any failure of Donor to comply with applicable laws and regulations relating to the Property, such as building, zoning, environmental, fire, or health and safety laws and regulations.
- (d) To Donor's actual knowledge, the Property is not subject to any leases or service contracts that will be in effect after the Closing Date.
- (e) To Donor's actual knowledge, this Agreement will not result in default by Donor under any other contract to which Donor is a party or violate any law to which Donor is subject.
- (f) Donor has no actual knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the preliminary commitment.
- (g) To Donor's actual knowledge, there is no litigation pending or threatened against Donor with respect to the Property.
- (h) To Donor's actual knowledge, Donor has received no written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Donor, nor are any contemplated by Donor.
- (i) Donor has no actual knowledge of the release or presence of Hazardous Materials on, in, from or onto the Real Property.
- (j) To Donor's actual knowledge, no underground tanks used for the storage of any Hazardous Materials (including without limitation fuel oil) are present or were at any time present on the Property.

All of the representations and warranties of Donor contained herein shall survive the date of conveyance.

***“Hazardous Materials”*** means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

***“Environmental Laws”*** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

**9. TERMINATION.** The Donor may terminate this Agreement with no liability whatsoever and no obligation to convey the Property until such time as the Donor executes the Deed. The City may terminate this Agreement with no liability whatsoever and no obligation to accept the Property until such time as the Deed is recorded.

**10. GENERAL.** This is the entire agreement of City and Donor with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by City and Donor. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

**11. AMENDMENTS.** Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Donor and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for City.

**12. SURVIVAL OF PROVISIONS.** The terms, covenants, representations, agreements, provisions and warranties contained herein shall not merge in the deed of conveyance, but shall survive closing.

**13. COUNTERPARTS/SIGNATURES.** The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the Party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. A Party's signature may also be by DocuSign or AdobeSign, which is fully binding.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

**CITY:**

**CITY OF EVERETT  
WASHINGTON**



\_\_\_\_\_  
Cassie Franklin, Mayor

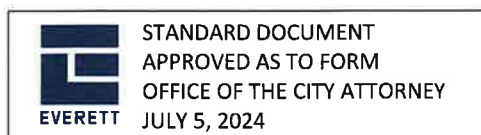
ATTEST

02/10/2025

\_\_\_\_\_  
Date



\_\_\_\_\_  
Office of the City Clerk



**DONOR:**

**BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY**

Signature: A handwritten signature in blue ink, appearing to be 'B. Tsoukalas', written over a horizontal line.

Name of Signer: Bill Tsoukalas

Title of Signer: Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Tract 998, 12th St. Partners Div I Donovan Lane Planned Residential Development, recorded under Auditor's File Number 200608295167, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

**EXHIBIT B  
FORM OF QUIT CLAIM DEED**

Recording requested by and  
when recorded mail to:

Real Property Manager  
City of Everett  
802 E. Mukilteo Blvd.,  
Everett, WA 98203

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Grantor:	Boys & Girls Clubs of Snohomish County, a Washington non-profit corporation
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	Tract 998, 12th St. Partners Div I Donovan Lane Planned Residential Development, recorded under Auditor's File Number 200608295167, records of Snohomish County, Washington.  Situate in the County of Snohomish, State of Washington.
Assessor's Tax Parcel ID#	01053500099800
Reference Nos. of Documents Released or Assigned:	N/A

**QUIT CLAIM DEED**

BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY, a Washington non-profit corporation, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and quitclaims to the CITY OF EVERETT, a Washington municipal corporation, as GRANTEE, the real property situated in the County of Snohomish, State of Washington legally described as follows:

Tract 998, 12th St. Partners Div I Donovan Lane Planned Residential Development, recorded under Auditor's File Number 200608295167, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

DATED: \_\_\_\_\_

December 19, 2024

BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY,  
a Washington non-profit corporation.



By:   
Name: Bill Tsoukalas  
Its: Executive Director

ACKNOWLEDGMENT

STATE OF WASHINGTON


} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on Dec 19<sup>th</sup>, 2024 by Bill Tsoukalas  
as the Executive Director of BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY,  
a Washington non-profit corporation.

[Stamp Below]



  
Signature  
NOTARY PUBLIC in and for the State of Washington  
My Commission  
Expires 11/9/25












# Donation Agreement\_BG Club to City\_SD

Final Audit Report

2025-02-10

Created:	2025-02-04
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUH3KxtD7ZH9DoXN7vMSAEzDGdrYX6nrf

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 Agreement completed.

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