

**EXHIBIT C**  
**QUIT CLAIM DEED WITH RESERVED EXCLUSIVE EASEMENT**  
**AND**  
**COVENANT REGARDING ENVIRONMENTAL CONDITIONS**

After recording, return to:

*(Insert return info here)*

**QUIT CLAIM DEED**

Grantor:                   The City of Seattle

Grantee:

Short Legal:

Tax Parcel #:

The Grantor, The City of Seattle, a Washington municipal corporation, hereby conveys and quitclaims to \_\_\_\_\_, as Grantee, all of Grantor's right, title and interest in the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE  
INCORPORATED HEREIN.

Subject to the following reservation by Grantor:

Grantor reserves an exclusive aerial easement above, over, across, and through the real property herein conveyed and quitclaimed ("Property") for the purposes of continuous access to Grantor's electric transmission corridor, and for the construction, maintenance, operation, alteration, repair replacement, enhancement, expansion, and improvement of Grantor's electric transmission and distribution lines, equipment and facilities. The aerial easement area is depicted on Exhibit B, attached hereto (the "Easement Area") and comprises the entire airspace of the Property over the height of twenty-six (26) feet above the existing grade of the Property as of the effective date of this document. Prior to accessing the Easement Area to conduct any non-emergency activity within the Easement Area, Grantor shall obtain the prior approval of Grantee for such access or activity, which shall not be unreasonably withheld, conditioned, or delayed.

Grantee, its successors or assigns, shall indemnify, defend and hold harmless Grantor, its elected officials, officers, authorized agents, and employees, from and against any and all loss, claims,

demands, causes of action, damages, liability, liens and encumbrances, costs and expenses, including all out-of-pocket litigation costs and the reasonable fees and expense of counsel arising out of or in connection with any injury or damage to persons or property by reason of Grantor's, its successors or assigns, agents, contractors, licensees, invitees, tenants, or employees use of the Easement Area for the purposes herein expressed, except to the extent of Grantor's negligent acts or omissions.

Subject to all existing easements, covenants, restrictions, conditions, reservations, exceptions and agreements. The City of Seattle makes no warranties of any kind as to the title or condition of said real property.

**SUBJECT ALSO TO THIS COVENANT REGARDING ENVIRONMENTAL CONDITIONS:**

The real property ("Property") described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S, ITS SUCCESSORS' AND ASSIGNS' INTENDED USES AND PURPOSES. Grantee, its successors and assigns acknowledge that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and Grantee, its successors and assigns expressly assume Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property, subject to any defenses and/or claims against third parties Purchaser may assert under applicable laws on behalf of itself or Grantor. Grantee, its successors and assigns also release and shall indemnify, defend, and hold Grantor and its past, present and future officials, officers, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, subject to any defenses against third parties Purchaser may assert and/or claims Purchaser may assert against third parties under applicable laws on behalf of itself or Grantor, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee, its successors and assigns shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee, its successors or assigns. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to bind Grantee and inure to the benefit of Grantor, and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup, including but not limited to the Washington State Model Toxics Control Act;

Washington Industrial Safety and Health Act; Washington Worker and Community Right to Know Act; Washington Water Pollution Control Act; Washington Oil and Hazardous Substance Spill Prevention and Response Act; Federal Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) the Superfund Amendment and Reauthorization Act (“SARA”); Toxics Control Act (“TSCA”); Hazardous Materials Transportation Act; Clean Water Act; Clean Air Act , along with all regulations promulgated under any such authority and any and all other federal, state, regional or local statutes, regulations, rules, ordinances, orders or agency directives, permits, licenses and authorizations that apply to any hazardous substance, human health and safety, and protection of the environment. The term “Hazardous Substance” specifically includes, but is not limited to, petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them; asbestos or asbestos-containing materials in any friable form; or underground or above-ground storage tanks.

Grantee’s release shall include both claims by Grantee, its successors or assigns against Grantor and cross-claims against Grantor by Grantee, its successors or assigns based upon claims made against Grantee, its successors or assigns by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property, subject to any defenses and/or claims against third parties Purchaser may assert under applicable laws on behalf of itself or Grantor, and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to bind Grantee and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property “as-is, where-is and with-all-faults,” and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property, subject to any defenses and/or claims against third parties Purchaser may assert under applicable laws on behalf of itself or Grantor, and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.

Grantor retains all rights, claims, causes of action and defenses it has or may have related to Hazardous Substances, which may be asserted by Grantee in defending Grantor, and Grantor retains the right to defend itself and seek from Grantee, its successors and assigns the recovery of any damages, liabilities, settlement awards and reasonable defense costs and expenses incurred by Grantor if Grantee, its successors or assigns does not accept unconditionally Grantor’s tender to Grantee, its successors or assigns of any requirement to investigate, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee, its successors or assigns are culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action or defenses that Grantor or Grantee, its successors or assigns may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights and defenses including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.





**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Those portions of Block 13, of Latona First Addition to the City of Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 16, records of King County, Washington; and of Block 28, Lake Union Shore Lands, in King County Washington, as shown on the Official Maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington; lying southerly of the Southerly margin of NE Northlake Way and lying Westerly of a line parallel to and 95 feet Westerly, measured at right angles from the centerline of Primary State Highway No.1, as established in King County Superior Court Cause No. 520345.

**EXHIBIT B  
RESERVED EXCLUSIVE EASEMENT AREA**

