

SOUTH PARK LANDFILL SITE PLP AGREEMENT FOR SITE COORDINATOR AND ECOLOGY OVERSIGHT COSTS

This SOUTH PARK LANDFILL SITE PLP AGREEMENT (“Agreement”) is made and entered into by and between THE CITY OF SEATTLE (“City”), SOUTH PARK PROPERTY DEVELOPMENT, LLC (“SPPD”), and KING COUNTY (“County”). The City, SPPD, and County may be referred to herein collectively as the “Participants” or “the Group” or individually as a “Participant.”

RECITALS

A. The Washington State Department of Ecology (“Ecology”) has identified the Participants as Potentially Liable Persons (“PLPs”) under the Washington Model Toxics Control Act (“MTCA”) with respect to contamination at the South Park Landfill Site. (Ecology has also identified Harsch Investment Properties, LLC (“Harsch”), and 7901 LLC (“7901”) as PLPs for the landfill, but Harsch and 7901 are not parties to this PLP Agreement.)

B. The South Park Landfill Property consists of separate parcels with different ownership, together with certain portions of adjacent public right of way: SPPD owns tax parcel # 3224049005; Harsch owns tax parcel # 3224049007; 7901 owns tax parcel # 3224049077, and the City owns tax parcel # 7328400005. See Exhibit 1 - Map.

C. Ecology has invited the Participants to execute a Consent Decree to implement an approved Cleanup Action Plan (“CAP”) for a portion of the Landfill Property, specifically the Settlement Area, as this term is defined in the Consent Decree;

D. Without admitting any fact, responsibility, fault, or degree of liability in connection with the Site as defined in the Consent Decree, the Participants wish to cooperate with each other to perform work required by Ecology to implement an approved CAP for the Settlement Area consistent with the requirements of the expected Consent Decree;

E. The Participants share a common interest in the efficient investigation and cleanup of the Settlement Area and, to that end, wish to assign among themselves responsibility for the performance of certain tasks and the payment of certain remedial action costs anticipated to be required by Ecology in the Consent Decree;

In consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the Participants hereto, intending to be legally bound, agree as follows:

AGREEMENT

Based on the Recitals above, which are hereby incorporated into this Agreement, the Participants agree as follows:

1. Definitions. In addition to the definitions set forth above and elsewhere in this Agreement, the following capitalized terms and phrases shall have the following meanings for purposes of this Agreement:

- 1.1. "Site" means the South Park Landfill and the areal extent of contaminated soil and groundwater associated with the South Park Landfill as set forth in the South Park Landfill Remedial Investigation/Feasibility Study and incorporated into the Final Consent Decree (if any inconsistencies in the characterization of "Site" are found between the RI/FS and Consent Decree, the Consent Decree shall govern).
- 1.2. "Consent Decree" means the final Consent Decree negotiated between the Participants and Ecology, finalized following the public comment period, and entered by the Court, that requires implementation of the Final Cleanup Action Plan for the Settlement Area.
- 1.3. "Final Cleanup Action Plan" or "Final CAP" means the final Cleanup Action Plan approved by Ecology following the public comment period.
- 1.4. "Landfill Site Coordinator" means the position described in Section 2.1.
- 1.5. "Coordinator's Work" means the Landfill Site Coordinator's work described in Sections 2.11 through 2.1.7 and refers only to long-term landfill monitoring and reporting as specified in the Final Cleanup Action Plan and Consent Decree.
- 1.6. "Landfill Property" has the meaning given to that term in the Final CAP. If there are any inconsistencies in the characterization of the Landfill Property between this Agreement and the Final CAP, the Final CAP shall govern.
- 1.7. "Settlement Area" is the area described in the Settlement Area Diagram to be attached to the Consent Decree. The Settlement Area is a portion of the Site.

2. Coordination and Cooperation. For consideration set forth in this Agreement, the Participants agree to sign the Consent Decree for the implementation of the Final CAP at the Settlement Area. All Participants further agree to participate in good faith in the implementation of the Final CAP consistent with the terms of this Agreement. If for any reason, a Participant is invited by Ecology to sign the Consent Decree but fails to sign the Consent Decree, that Participant shall be deemed to have voided its participation in this Agreement, and all rights, benefits and obligations established by and for that Participant in this Agreement shall be void. All Participants that sign the

Consent Decree shall continue to be bound by this Agreement. All Participants acknowledge that failure of any Participant to sign the Consent Decree does not relieve that Participant of its obligations under MTCA, and may result in additional orders or involvement by Ecology.

2.1 Landfill Site Coordinator for long-term monitoring and reporting to Ecology. The Participants anticipate the Consent Decree will require a Landfill Site Coordinator (“Site Coordinator” or “Coordinator”) to conduct the following work (“Coordinator’s Work”). However, the City may elect to perform the field monitoring activities required in sections 2.1.1 and 2.1.2 below with internal City staff and submit the monitoring data to the Coordinator for evaluation and preparation of the required reports.

2.1.1 on-going monitoring of landfill gas in perimeter probes as specified in the Final CAP;

2.1.2 on-going groundwater monitoring as specified in the Final CAP;

2.1.3 annual inspections of the integrity of the landfill caps as specified in the Final CAP;

2.1.4 annual inspections of surface water drainage effectiveness as specified in the Final CAP;

2.1.5 creating and submitting an annual report to Ecology of data/information related to 2.1.1 through 2.1.4, along with any other information required in the Final CAP;

2.1.6 coordinating and submitting data required for Ecology five-year site reviews; and

2.1.7 coordinating and submitting monthly or quarterly progress reports, if Ecology requires joint reporting by the City and SPPD.

2.2 Participant Process for Annual Reporting and Five-Year Reviews. To facilitate the Site Coordinator’s submittal of annual reports and five-year review data to Ecology (“Site Reports”), the Participants agree as follows:

2.2.1 The Site Coordinator may request Ecology-required information from Participants for use in Site Reports. Participants will provide any responsive information they may have to the Site Coordinator within twenty (20) business days of the request.

2.2.2 The Site Coordinator will submit draft and draft final Site Reports to the Participants. Participants will have ten (10) business days to submit comments on draft Site Reports and five (5) business days to submit comments on draft final Site Reports. A Participant who fails to submit comments by the respective deadline will be deemed to have waived its right to submit comments.

2.2.3 The Site Coordinator will endeavor to incorporate Participant comments unless it is not practicable to do so. A Participant who disputes incorporation of Participant comments may meet with the Site Coordinator within ten business days of the dispute arising to attempt to resolve the dispute. The disputing Participant shall inform the other Participants about the meeting as soon as practicable. Any Participant may participate in that meeting. If the dispute cannot be resolved, the disputed comments will not be incorporated into the Site Reports, the disputing Participant may submit the disputed comments individually to Ecology, and will send to the other Participants a copy of the disputed comments as soon as practicable.

2.3 Payment for the Coordinator. It is anticipated Ecology will require the Coordinator's Work for an indefinite amount of time, but likely for a minimum of twenty years. The Participants agree to the following roles and responsibilities for hiring and paying for the costs of the Coordinator's Work.

2.3.1 The City agrees to hire the Landfill Site Coordinator through a competitive procurement process in accordance with applicable laws, regulations and City of Seattle contracting policies. The City further agrees to manage the contract of the Coordinator.

2.3.2 SPPD and the County agree to cash out their respective portions of future costs of the Coordinator's Work by SPPD paying to the City \$354,938 (Three-Hundred and Fifty-Four Thousand, Nine-Hundred and Thirty-Eight Dollars). SPPD shall pay this amount either (a) in its entirety 30 days after entry of the Consent Decree, or earlier, or (b) in three annual payments, adjusted to Net Present Value. If the latter, the first payment of \$118,313 (One-Hundred And Eighteen Thousand, Three-Hundred And Thirteen Dollars) is due and payable 30 days after entry of the Consent Decree requiring the Landfill Site Coordinator. The second payment of \$121,682 (One-Hundred And Twenty-One Thousand, Six Hundred And Eighty-Two Dollars) is due and payable on or before the first anniversary of the entry of the Consent Decree. The third payment of \$125,517 (one-hundred and twenty-five thousand, five hundred and seventeen dollars) is due and payable on or before the second anniversary of the entry of the Consent Decree. Except as provided in Section 2.5.2, these payments will completely satisfy SPPD and the County's payment obligations for the Coordinator's Work, even if actual costs are higher than estimated.

2.4 Ecology Oversight Costs. Ecology Oversight Costs shall mean the costs that the Department of Ecology is authorized to collect from the PLPs pursuant to WAC 173-340-550 for the oversight of the investigation, design and implementation of the Final CAP for the Settlement Area. The City shall pay 100% of Ecology Oversight Costs to Ecology in accordance with Ecology's and the City's accounting procedures for such costs as required by the Consent Decree. The City may seek Dispute Resolution as provided under the Consent Decree and seek any relief or remedy provided by the

Consent Decree if the City believes the invoiced amount of Ecology Oversight Costs is in error.

2.5 Progress Reporting. It is anticipated the Consent Decree will require monthly or quarterly progress reporting, in addition to the annual reporting and five-year reviews. The Participants will be responsible for developing and submitting individual progress reports for their respective properties, unless Ecology requires joint reporting. If Ecology requires joint reporting, the Participants agree to the following:

2.5.1 The City shall pay 60 percent of Site Coordinator costs to develop joint progress reports.

2.5.2 SPPD's share of the Site Coordinator costs to develop joint progress reports shall be a one-time cash settlement of \$24,048, payable by SPPD to the City, which shall be due and payable upon the later of either (a) 30 days after the entry of the Consent Decree or (b) 30 days after Ecology notifies the parties that it is requiring joint reporting. Except as provided in Section 2.3.2, this payment will completely satisfy SPPD and the County's payment obligations for the Coordinator's Work, even if actual costs are higher than estimated.

2.5.3. The Site Coordinator may request Ecology-required information from Participants for use in Progress Reports. Participants will provide any responsive information they may have to the Site Coordinator within five (5) business days of the request for monthly reports and within twenty (20) business days of the request for quarterly reports.

2.5.4 The Site Coordinator will submit draft and final joint reports to the Participants. Participants will have three (3) business days to submit comments on draft monthly progress reports and three (3) business days to submit comments on draft quarterly progress reports.

2.5.5 Section 2.2.3 shall govern disputes regarding Participant comments about joint monthly or quarterly progress reports.

2.5 Other MTCA Obligations Not Affected. The provisions in Sections 2.2 and 2.3 relate only to the costs of the Coordinator's Work, and do not apply to each Participant's obligations to perform remedial actions on its own property. Except as expressly stated otherwise in this Agreement or in prior Site-related agreements between or among Participants, each Participant is responsible for constructing and maintaining the remedial action elements and systems located on that Participant's property. In the event that the monitoring and inspection data submitted to Ecology by the Coordinator triggers a requirement by Ecology to undertake additional remedial actions, redesign, reconstruction, maintenance, repairs, or other work ("Additional Work"), the individual Participant(s) who owns or operates the property on which such Additional Work is to be undertaken, or has otherwise affirmatively agreed to be responsible for the remedial element(s) needing Additional Work, shall be responsible

for the costs of performing the Additional Work necessary to fulfill Ecology's requirements.

3. Enforcement Not Precluded. Nothing in this Agreement precludes any Participant from bringing an action to enforce the terms and conditions of this Agreement. Any Participant may bring an action to recover costs arising from the failure of any other Participant to fulfill any obligation imposed by this Agreement.

4. Dispute Resolution. Upon receiving written notice of a dispute arising under this Agreement, the Participants shall meet and confer within fifteen (15) days to discuss the dispute and attempt to reach a resolution. If, after meeting to confer with each other and using their best efforts, the Participants cannot resolve a dispute, then within fifteen (15) days of any Participant so requesting, the disputing Participants shall jointly select a mediator to assist them. If the Participants do not jointly select a mediator within fifteen (15) days, any Participant may ask JAMS or its successor entity to provide the names of one or more neutrals suitable for the dispute, and the Participants shall accept the neutral who has the earliest availability to conduct mediation. The disputing Participants shall engage in mediation in a reasonably prompt manner, but no longer than forty-five (45) days after selection of the mediator. The costs of mediation shall be shared equally by the disputing Participants. All Participants shall continue to fulfill their obligations under this Agreement during the dispute resolution process. If the dispute is not resolved within sixty (60) days after selection of the mediator, then any disputing Participant may seek to resolve the matter by initiating an action in King County Superior Court.

5. Terms Run With the Land. The Participants intend that all rights and obligations of the Participants under this Agreement will be binding on, and will be of benefit to, each of the Participants' successors, assigns, heirs and estates, including any future owner or lessee of the Participant's property (collectively, "Successors") subject to the termination provisions of Section 10. The Participants shall give written notice to any Successor that this Agreement runs with the land and creates rights, obligations and benefits associated with the land. In addition, within ten (10) days after the Effective Date of this Agreement, SPPD and the City shall record with the King County Recorder's Office a duly executed Memorandum of Agreement in the form attached hereto as Exhibit 2. Any Participant that fails to record the Memorandum of Agreement within the time provided shall be deemed to have voided its participation in this Agreement, and all rights, benefits and obligations established by and for that Participant in this Agreement shall be void, subject to the default process outlined in Paragraph 11.

6. No Action or Defense Created. Nothing contained in the text of this Agreement shall be used in any manner in any proceeding by any Participant as a basis to establish that any other Participant has an obligation to defend, indemnify, contribute to, or otherwise compensate that Participant in connection with any costs, expenses, fees or liabilities that result from or arise in connection with the Site, except to the extent of the other Participant's obligations under this Agreement. Further, nothing contained in

the text of this Agreement shall be used by any Participant to resist any such claim by any other Participant with respect to liabilities not allocated herein. This Agreement shall be deemed neutral on such issue(s) in all respects. This Paragraph 6 shall not impair the Participants' rights to bring any action or assert any claim against any other Participant to enforce the terms of this Agreement.

7. Denial of Liability. Each Participant understands and agrees that by entering into this Agreement it does not admit liability or fault for any or all of the facts, legal contentions, and occurrences alleged against it with respect to the Site, whether contained by way of finding, conclusion, or otherwise in the Consent Decree. Neither this Agreement nor any information submitted nor any action taken by any Participant pursuant to this Agreement shall constitute, be interpreted, construed, or used as evidence of any admission of liability, law or fact, or as evidence of a waiver of any right or defense, or asserted as an estoppel against any Participant by any Participant, or by any person not a Participant. This Paragraph 7 shall not impair the Participants' rights to bring any action or assert any claim against any other Participant to enforce the terms of this Agreement.

8. Relationship of Participants. Each Participant represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. Nothing herein shall be deemed to create a partnership, joint venture, or a principal and agent relationship between or among the Participants.

9. Effective Date. The effective date of this Agreement ("Effective Date") shall be the date upon which this Agreement is executed by all Participants.

10. Termination. This Agreement shall terminate upon the Court's termination of the Consent Decree requiring implementation of the Final CAP. This Agreement may be terminated earlier by mutual written agreement of all Participants that have executed it.

11. Effect of Default. In the event any one or more of the Participants (i) fails to make a proper, timely payment required by this Agreement or the Consent Decree, (ii) materially breaches any other term or condition of this Agreement or the Consent Decree, (iii) unreasonably interferes or fails or refuses to cooperate with the Coordinator or another Participant in performance of the Coordinator's Work, or (iv) otherwise unreasonably delays or hinders implementation of or compliance with the terms of this Agreement or the Consent Decree, such Participant shall be considered to be in default under this Agreement ("Defaulting Participant"). If within twenty (20) days after receiving written notice of a default from any other Participant(s) the Defaulting Participant fails to cure any material breach of this Agreement, or fails to reasonably cooperate or allow timely performance of the Coordinator's Work and/or compliance with the Consent Decree, the non-Defaulting Participant(s) may assume control of implementing the Coordinator's Work (to the extent required to cure the Defaulting Participant's default) twenty-one (21) days after the allegedly Defaulting Participant receives notice of a default, and shall be entitled to reimbursement from the Defaulting Participant for the costs necessary to fund the work required to cure the Defaulting

Participant's default. If the allegedly Defaulting Participant disputes that it is in default, the Dispute Resolution process described in Paragraph 4 shall be utilized; provided, however, that during the pendency of the Dispute Resolution process the non-Defaulting Participant(s) may take such actions as are necessary to maintain compliance with the Consent Decree. The non-Defaulting Participant also may seek any other remedies available at law that are not precluded by this Agreement.

12. Survival. The provisions of Section 5 (Terms Run With the Land), Section 6 (No Action or Defense Created), Section 7 (Denial of Liability), and Section 15 (Governing Law) shall remain in full force and effect without regard to whether this Agreement is terminated.

13. Notices. All notices required under this Agreement shall be personally delivered or mailed by certified mail, postage prepaid, return receipt requested; sent by overnight carrier; or machine confirmed facsimile to the following addresses, or to such other address as any Participant shall specify by written notice so given. All notices sent in the manner set forth above shall be deemed given upon receipt.

<p>For City of Seattle</p> <p>PAYMENTS SHALL BE DIRECTED TO:</p> <p>Seattle Public Utilities P.O. Box 94647 Seattle, WA 98124</p> <p>Payments shall reference "SOUTH PARK LANDFILL SITE PLP AGREEMENT FOR SITE COORDINATOR"</p> <p>ALL OTHER NOTICES TO:</p> <p>Jeff Neuner Seattle Public Utilities 700 Fifth Avenue, Ste. 4900 PO Box 34018</p> <p>Seattle, WA 98124-4018 Telephone: (206) 684-7693 Fax: (206) 684-0206 email: jeff.neuner@seattle.gov</p> <p>With a copy to:</p>	<p>For SPPD</p> <p>Robert Howie, Jr. 165 N.E. Juniper Street, Suite 100 Issaquah, WA 98027 Telephone: (425) 837-9720 Fax: (425) 837-1585 email: rhowie@seaconllc.com</p> <p>With a copy to</p> <p>Joshua Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 Telephone: (206) 292-6300 Fax: (206) 292-6301 email: jlipsky@cascadialaw.com</p>
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<p>Tad H. Shimazu PO Box 94769 600 Fourth Avenue, 4th Floor Seattle, WA 98124-4769 Telephone: (206) 233-2151 Fax: (206) 684-8284 email: tad.shimazu@seattle.gov</p>	
<p>For King County</p> <p>Joe Hicker Capital Project Manager King County Administration Building 500 Fourth Ave, Suite 820 Seattle, WA 98104 Telephone: (206) 477-9370 Fax: (206) 205-5070 email: joe.hicker@kingcounty.gov</p> <p>With a copy to:</p> <p>Andrew Marcuse Senior Deputy Prosecuting Attorney King County Prosecuting Attorney's Office, Civil Division 516 Third Avenue, Suite W400 Seattle, Washington 98104 Telephone: (206) 477-1120 Fax: (206) 296-0191 email: Andrew.Marcuse@kingcounty.gov</p>	

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

16. Authority of Participants. Each Participant represents and warrants that it has all

requisite power and authority (corporate, public, or otherwise) to enter into and be bound by the terms and conditions of this Agreement and to carry out its respective obligations hereunder and the execution and delivery of this Agreement and the performance of each Participant's obligations hereunder have been duly authorized by all necessary action (corporate, public, or otherwise).

17. Negotiation and Construction. The captions, headings, and other formatting in this Agreement are for convenience only and do not in any way limit or amplify the provisions of the Agreement. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Participants, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against any Participant.

SO AGREED.

CITY OF SEATTLE

By: _____

Its: _____

Date: _____

**SOUTH PARK PROPERTY
DEVELOPMENT, LLC**

By: _____

Its: _____

Date: _____

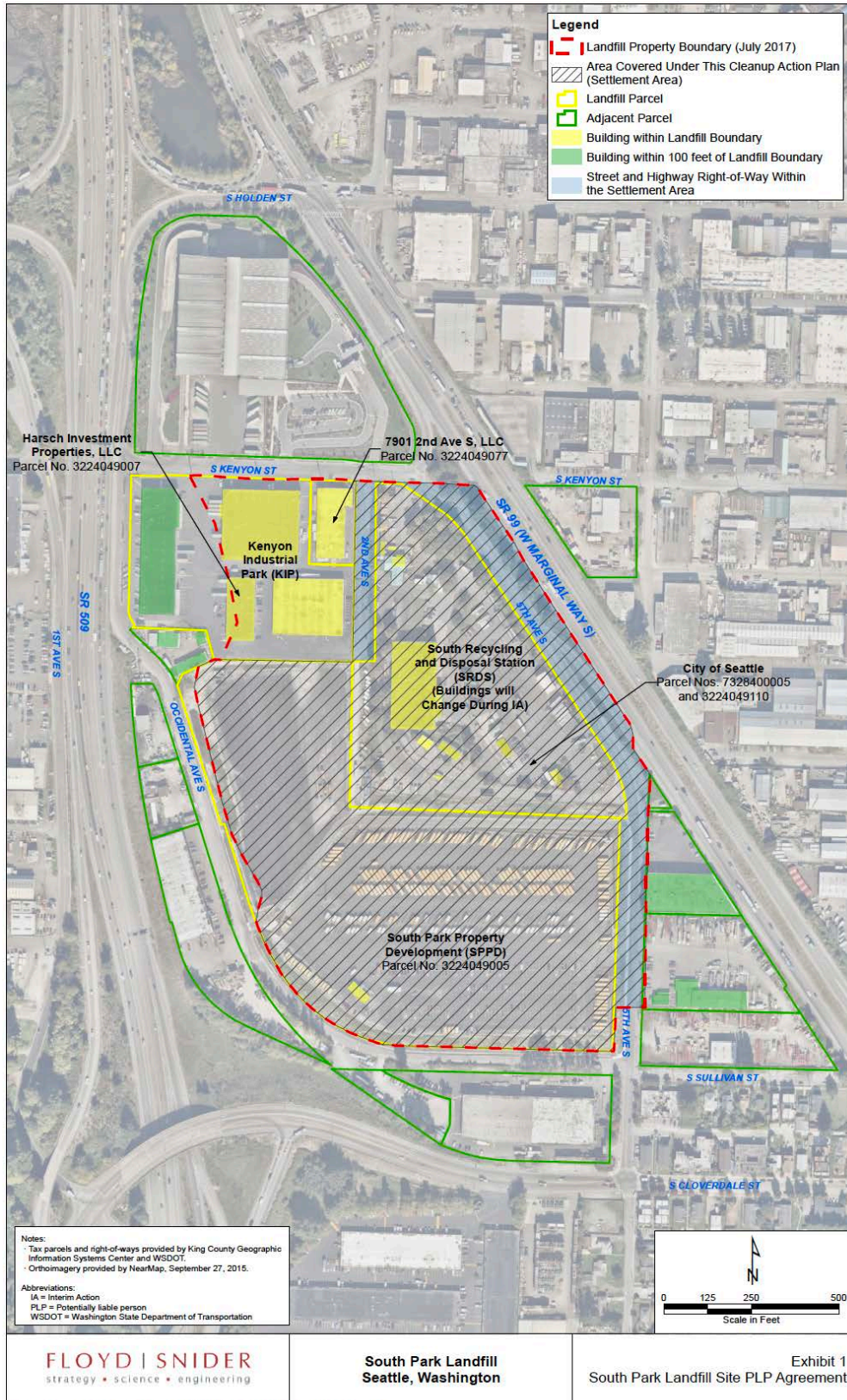
KING COUNTY

By: _____

Its: _____

Date: _____

EXHIBIT 1 – MAP



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11/28/2017

EXHIBIT 2 – MEMORANDUM OF AGREEMENT

When Recorded Return to:

(Space above this line for recorder's use only)	
DOCUMENT TITLE:	Memorandum of Agreement
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	N/A
Additional reference numbers on page(s) of document.	
GRANTOR:	City of Seattle and South Park Property Development, LLC
GRANTEE:	City of Seattle and South Park Property Development, LLC
ABBREVIATED LEGAL DESCRIPTION:	Ptn. of NW¼ Sec. 32, T. 24 N., R. 4 E.W.M.
Additional legal in Exhibits A and B of document.	
ASSESSOR'S TAX PARCEL NOS.	3224049005 and 7328400005

**Memorandum of Agreement
Regarding South Park Landfill Site PLP Agreement for Site Coordinator and Ecology Oversight Costs**

This Memorandum dated _____ between the City of Seattle (City), South Park Property Development, LLC (SPPD), and King County (County), is a record of the South Park Landfill Site PLP Agreement for Site Coordinator and Ecology Oversight Costs (PLP Agreement) between those same entities of even date. Together, the City, SPPD, and the County are sometimes referred to herein individually as a “party” and collectively as the “parties.”

1. The PLP Agreement concerns the South Park Landfill Property (Landfill Property) in Seattle, Washington, which is part of the South Park Landfill Site (Site).
2. The City owns real property within the Landfill Property as described in Exhibit A, attached hereto and by this reference incorporated herein. SPPD owns real property within the Landfill Property as described in Exhibit B, attached hereto and by this reference incorporated herein. The County previously owned real property within the Landfill Property.

3. The Washington Department of Ecology (Ecology) has named each of the parties a potentially liable person (PLP) under the Model Toxics Control Act, RCW 70.105D, with respect to the Site.
4. Ecology and the parties intend to negotiate a Consent Decree pursuant to which the parties will implement the final Cleanup Action Plan for a portion of the Landfill Property, known as the Settlement Area.
5. In the PLP Agreement, the parties exchanged certain promises regarding their obligations with respect to the Consent Decree, including but not limited to the following:
 - a. To participate in good faith in the implementation of the final Cleanup Action Plan.
 - b. To designate and compensate a Landfill Site Coordinator to conduct work as specified in the PLP Agreement.
 - c. To provide information to the Landfill Site Coordinator within the time specified in the PLP Agreement.
 - d. To pay Ecology for its oversight costs.
 - e. To assume responsibility for constructing and maintaining remedial action elements and systems on each party's property.

The parties further agreed that all of their rights and obligations under the PLP Agreement will be binding on, and will be of benefit to, each of the parties' successors, assigns, heirs and estates, including any future owner or lessee of the real property described in Exhibit A or Exhibit B.

All parties agree that the sole purpose of this Memorandum is to give record notice of the PLP Agreement, which contains additional terms, conditions, duties, rights, and obligations not enumerated in this Memorandum. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms, conditions, duties, rights, or obligations of the PLP Agreement. If there is any inconsistency between the terms of the PLP Agreement and this Memorandum, the terms of the PLP Agreement shall control.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

Dated this _____ day of _____, 2017.

CITY OF SEATTLE:

**SOUTH PARK PROPERTY
DEVELOPMENT, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

KING COUNTY

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON }
}

ss.

COUNTY OF _____

On this day personally appeared before me _____, to me known to be the [Title] of South Park Property Development, LLC, the entity that executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2017.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me _____, to me known to be the _____ [Title] of the City of Seattle, the government entity that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such government entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2017.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me _____, to me known to be the _____ [Title] of King County, the government entity that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such government entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2017.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION OF CITY OF SEATTLE PROPERTY

The Land is located in King County, Washington, and is legally described as follows:

Parcel A:

Those portions of Blocks 6, 7, 17 and 18, First Addition to River Park, according to the Plat thereof recorded in Volume 8 of Plats, page 65, in King County, Washington, lying westerly and southwesterly of the westerly and southwesterly margin of that certain property conveyed by the State of Washington to the City of Seattle for road purposes by deed recorded under Recording No. 9012260159;

EXCEPT any portion thereof lying west of the west line of George Holt Donation Claim No. 51; AND EXCEPT any portion thereof lying within 2nd Avenue South, conveyed to the City of Seattle by deed recorded under Recording No. 4192618;

AND EXCEPT any portion thereof lying within South Kenyon Street;

TOGETHER WITH vacated South Monroe, South Elmgrove and South Southern Streets adjoining, vacated pursuant to City of Seattle Ordinance No. 96804 and attaching thereto by operation of law.

Parcel B:

That portion of Government Lot 4, Section 32, Township 24 North, Range 4 East, W.M., in King County, Washington, described as follows:

A strip of land, 60 feet in width, lying between lines, the west line being 60 feet west of, as measured at right angles to and parallel with the following described east line:

Beginning on the north line of said Section 32, 264 feet east from the northwest corner thereof; thence south 15031'06" east, 547.61 feet;

thence easterly to intersect a point on a line drawn south 02°03'26" west from a point on the north line of said section, 73.81 feet west of the west line of George Holt Donation Claim No. 51, said point being 516.36 feet south of said north line;

thence continuing easterly on said line to the west line of said Donation Claim and the TRUE POINT OF BEGINNING of east line description;

thence south along the west line of said Donation Claim to an intersection with a line distant 30 feet south of and parallel with the south line of Block 6, First Addition to River Park, according to the plat thereof recorded in Volume 8 of Plats, page 65, in King County, Washington, and the terminus of east line description.

Parcel C:

That portion of Government Lots 2 and 4, Section 32, Township 24 North, Range 4 East, W.M., in King County, Washington, described as follows:

A strip of land, 30 feet in width, lying between lines, the south line being 30 feet south of, as measured at right angles to and parallel with the following described north line:

Beginning at the intersection of the west line of George Holt Donation Claim No. 51, with the south line of Block 6, First Addition to River Park, according to the plat thereof recorded in Volume 8 of Plats, page 65, in King County, Washington;
thence easterly, along the south line of said Block 6, to the southeast corner of Lot 1, said Block 6, and the terminus of north line description;

EXCEPT that portion thereof, if any, lying within 5th Avenue South.

EXHIBIT B

That Portion Of Government Lots 2 Through 4, Inclusive, And Of The Southwest Quarter Of The Northwest Quarter Of Section 32, Township 24 North, Range 4 East, Willamette Meridian, In King County, Washington, Described As Follows:

Beginning At A Point On The West Line Of George Holt's Donation Claim No. 51, As Established By Superior Court Case No. 14450, Which Is 400 Feet North Of The Southwesterly Corner Thereof;

Thence South Along Said West Line 400 Feet To The South Line Of Said Donation Claim;
Thence East Along Said South Line To The West Line Of A. Hograve's Donation Claim No. 37;

Thence South Along The Last Described West Line To The Production West Of The Centerline Of Sullivan Street;

Thence West Along Said Produced Line To The East Line Of 1st Avenue South, As Established By Ordinance No. 21498;

Thence North Along Said East Line 39.56 Feet; Thence North $66^{\circ}52'24''$ East 562.14 Feet;

Thence North $16^{\circ}56'06''$ West 861.57 Feet;

Thence North $24^{\circ}43'54''$ East 35.17 Feet;

Thence North $64^{\circ}24'54''$ East 98 Feet;

Thence Easterly Along A Straight Line To The Point Of Beginning; Except That Portion Thereof Described As Follows:

Beginning At The Intersection Of A Line 794 Feet West Of And Parallel With The West Line Of A. Hograve's Donation Claim No. 37 And The Production West Of The Centerline Of Sullivan Street;

Thence West Along Said Produced Line To The East Line Of 1st Avenue South, As Established By Ordinance No. 21498;

Thence North Along Said East Line 39.56 Feet; Thence North $66^{\circ}52'24''$ East 562.14 Feet;

Thence Southeasterly Along A Straight Line To The Point Of Beginning; And Except Those Portions Conveyed To The City Of Seattle By Deeds Recorded Under Recording Numbers 5947050 And 6240807; And

Except That Portion Lying Southwesterly Of The Northeasterly Line Of Occidental Avenue South (Road No. 51) And

Except That Portion Thereof Described As Follows:

That Portion Of Government Lot 4, Section 32, Township 24 North, Range 4 East, Willamette Meridian, In King County, Washington, Described As Follows:

Beginning At A Point On The West Line Of Geo. Holt Donation Claim No. 51 Which Is 516.36 Feet South Of The North Line Of Section 32, Township 24 North, Range 4 East, Willamette Meridian, In King County, Washington;

Thence South $02^{\circ}03'26''$ West Along Said Line 400 Feet;

Thence North $89^{\circ}53'36''$ East Along The South Line Of Said Donation Claim 73.16 Feet;

Thence South $00^{\circ}35'49''$ West Along A Line Parallel To And 794 Feet West Of The West Line Of A. Hograve Donation Claim No. 37, A Distance Of 350 Feet;

Thence Westerly To A Concrete Monument On The East Line Of Chas. Prentice Track;

Thence North $16^{\circ}56'06''$ West 705.57 Feet;

Thence North $24^{\circ}43'54''$ East 35.17 Feet;

Thence North $64^{\circ}14'54''$ East 98 Feet;

Thence Easterly To The Point Of Beginning.