

After recording, return to:
Snohomish County Public Works
3000 Rockefeller Ave. M/S 607
Everett, WA 98201-4046

QUIT CLAIM DEED

Grantor: The City of Seattle
Grantee: Snohomish County
Short Legal: Ptn. SE-SE 5-27N-5E
Tax Parcel #: 270505-004-041-00 & 270505-004-042-00

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

SEE EXHIBITS A AND B, ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Subject to the following reservation by Grantor:

Grantor reserves an aerial easement above, over, across, and through the real property herein conveyed and quitclaimed for the purposes of access to, and the construction, maintenance, operation, alteration, replacement, enhancement, and improvement of, Grantor’s electric transmission lines.

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 INTENDED USES AND PURPOSES. Grantee acknowledges 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 expressly assumes 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. Grantee also releases and shall indemnify,

defend, and hold Grantor and its past, present and future officials, 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, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. 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 run with the land and bind Grantee and Grantee's heirs, successors and assigns, 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 against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee 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 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 run with the land and bind Grantee and Grantee's heirs, successors and assigns, 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 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, and Grantor retains the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty 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 is 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 that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

Dated this _____ day of _____, 20_____.

GRANTOR:

THE CITY OF SEATTLE

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2019, before me, personally appeared _____ of _____, to me known to be the _____ of Seattle City Light, a department of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said agreement.

GIVEN under my hand and official seal the day and year written above in this certificate.

(Notary Seal)

(Signature)

(Printed or typed name of Notary Public)
Notary Public in and for the State of Washington,
Residing at _____

My appointment expires _____

ACCEPTANCE BY GRANTEE

I, _____, a duly authorized representative of SNOHOMISH COUNTY, certify that the interest in real property conveyed to SNOHOMISH COUNTY by this Quit Claim Deed as of the date first above written, is hereby accepted together with all the terms, conditions, covenants, and reservations herein binding upon SNOHOMISH COUNTY.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this _____ day of _____, 2019, before me, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of _____ for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said agreement on behalf of _____.

GIVEN under my hand and official seal the day and year written above in this certificate.

(Notary Seal)

(Signature)

(Printed or typed name of Notary Public)
Notary Public in and for the State of Washington,
Residing at _____

My appointment expires _____