

CITY OF SEATTLE
ORDINANCE 126879
COUNCIL BILL 120611

AN ORDINANCE relating to Seattle Public Utilities; declaring property at 8817 Seward Park Avenue S, commonly known as the Former Henderson St Pumping Plant, as surplus to the City’s needs; authorizing the sale of this real property as a direct sale to Seattle Public Schools; authorizing the General Manager and CEO of Seattle Public Utilities to execute all documents for the sale of the property; designating the proceeds from the sale; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Public Utilities’ (SPU) Drainage and Wastewater Utility owns a 10,000 square-foot parcel of real property currently described as King County Parcel Number 352404-9192 at 8817 Seward Park Avenue S (the “Property”); and

WHEREAS, Ordinance 39385, adopted in 1919, authorized the City of Seattle to condemn and acquire the Property for public purposes; and

WHEREAS, Ordinance 64831, adopted in 1934, allocated funding for the Property; and

WHEREAS, Ordinance 66113, adopted in 1936, placed the Property under the jurisdiction and control of the Board of Park Commissioners; and

WHEREAS, The City of Seattle constructed the Henderson Street Pumping Station on the Property, as part of the Henderson Street Trunk Project, which was completed in 1937; and

WHEREAS, Ordinance 91457, adopted in 1962, transferred jurisdiction of the Property from the Park Department to the Sewer Utilities; and

WHEREAS, the Henderson Street Pumping Station was decommissioned and deconstructed in the 1970s, as King County took over the responsibility for the drainage and wastewater function and replaced the infrastructure in a different location; and

1 WHEREAS, the only remaining infrastructure owned by SPU on the Property is a maintenance
2 hole; and

3 WHEREAS, the Seattle Public Schools (SPS) approached SPU in December 2021 to purchase
4 this parcel as part of the multi-year project to rebuild Rainier Beach High School; and

5 WHEREAS, SPU declared the property as excess to its needs in an internal process in July 2022;
6 and

7 WHEREAS, SPU and SPS have agreed upon the purchase and sale of the Property at the
8 appraised value of \$1,250,000; and

9 WHEREAS, SPU has agreed to sell the Property according to terms in a purchase and sale
10 agreement which was conditioned upon City Council and SPS Board approval; and

11 WHEREAS, Resolution 31837 adopted procedures by the Seattle City Council regarding
12 property reuse and disposition of City-owned property (Property Disposition Procedures)
13 by the Department of Finance and Administrative Services (FAS); and

14 WHEREAS, in accordance with the Property Disposition Procedures, FAS has provided internal
15 and external notification and comment period for the Excess Property, and has published
16 the Final Recommendation Report on the Reuse and Disposal of the Property (Final
17 Report); and

18 WHEREAS, the Final Report recommends that the Property is offered for sale through a
19 negotiated sale to SPS, and, if not sold, to be retained by SPU; NOW, THEREFORE,

20 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

21 Section 1. The City of Seattle approves the steps taken as documented in the Final Report
22 for sale of the Property as legally described as follows (Parcel No. 352404-9192):

23 PORTION OF GOVERNMENT LOT 3, SECTION 35, TOWNSHIP 24 NORTH, RANGE 4
24 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

1
2 BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SOUTH HENDERSON
3 STREET AND THE WESTERLY LINE OF SEWARD PARK AVENUE SOUTH;
4 THENCE WEST ALONG SAID NORTH LINE 100 FEET;
5 THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SEWARD PARK
6 AVENUE SOUTH 100 FEET;
7 THENCE EAST PARALLEL WITH THE NORTH LINE OF SOUTH HENDERSON STREET
8 100 FEET TO THE WESTERLY LINE OF SEWARD PARK AVENUE SOUTH;
9 THENCE SOUTHERLY ALONG SAID WESTERLY LINE 100 FEET TO THE BEGINNING.

10 Section 2. The Property is found to be no longer required for municipal purposes and is
11 declared surplus to the City’s needs.


12 Section 3. The General Manager and CEO of Seattle Public Utilities, or the General
13 Manager’s designee, is authorized to negotiate and to complete all agreements and any ancillary
14 documents to sell the property to the Seattle Public School District, according to the terms in the
15 conditional Purchase and Sale Agreement attached to this ordinance as Attachment A.

16 Section 4. Proceeds from the sale shall be deposited in the Seattle Public Utilities
17 Drainage and Wastewater Fund (44010).

18 Section 5. Any act consistent with the authority of this ordinance taken after its passage
19 and prior to its effective date is ratified and confirmed.

1 Section 6. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 8th day of August, 2023,
5 and signed by me in open session in authentication of its passage this 8th day of
6 August, 2023.

7 


8 President Pro Tem of the City Council

9 Approved / returned unsigned / vetoed this 14th day of August, 2023.

10 

11 Bruce A. Harrell, Mayor

12 Filed by me this 14th day of August, 2023.

13 

14 Scheereen Dedman, City Clerk

15 (Seal)

16 Attachments:

17 Attachment A – Former Henderson St Pumping Plant Conditional Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY ("Agreement") is entered into as of March 21, 2023 between **Seattle Public Utilities**, a department of The City of Seattle and a Washington State municipal corporation, ("Seller"), and **Seattle School District #1**, a corporation of the state of Washington ("Purchaser"). The Seller and Purchaser are referred to collectively as the "Parties."

In consideration of the mutual promises and undertakings contained in this Agreement, the Parties agree as follows:

1. PROPERTY AND INTERESTS

Seller owns the real property **located at 8817 Seward Park Ave S, Seattle, Washington, King County Tax ID Numbers 352404-9192** (the "Property") and has determined that the Property is no longer needed for providing continued public utility service or other public use. The Property is legally described on **Exhibit A**.

2. SALE OF PROPERTY

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, the Property.

3. PURCHASE PRICE

3.1 Purchase Price. The total purchase price for the Property ("Purchase Price") is ONE MILLION TWO HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000). The Purchase Price, less the Deposit and all accrued interest, shall be paid in cash at Closing.

3.2 Expenses incurred by the City of Seattle in the preparation of the property for sale and in the transactional cost are represented in the sales price of the property.

4. TITLE, INSPECTIONS, AND CONDITION OF PROPERTY

4.1 Title. Closing shall be conditioned upon First American title Insurance ("Title Company") issuing or committing to issue to Purchaser an ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Title Policy"). Purchaser acknowledges that Seller has provided it with a copy of the Commitment for Title Insurance from First American Title Insurance Company dated January 27, 2022 and issued under order no. 4209-3650286 (the "Preliminary Report") and Purchaser represents that the same contains no objectionable matters. Notwithstanding anything to the contrary provided herein, Seller shall be obligated to remove from title prior to the Closing:

(a) any delinquent taxes and assessments; and

(b) any exceptions caused by Seller's voluntary acts after the execution date of this Agreement and approved by Purchaser hereunder.

(c) Title shall be conveyed by Warranty Deed in the form shown in **Exhibit B** hereto.

4.2 Cost of Title Insurance. Seller shall pay the premium for the issuance of a standard coverage owner's title insurance policy to be issued to Purchaser at Closing. Purchaser shall pay the increased cost for extended (ALTA) coverage as well as the cost of any additional endorsements Purchaser may request and the cost of any survey required by the Title Company. Notwithstanding the foregoing sentence, if this Agreement is terminated without Closing due to Purchaser's default, Purchaser shall bear all costs of the title commitment.

4.3 Condition of Property. The Property shall be conveyed AS-IS, WHERE-IS, with all faults, in its existing condition at Closing, including but not limited to environmental conditions. Seller makes no

warranties or representations concerning the condition of the Property or its suitability for Purchaser's purposes.

4.4 License and Inspection Period: Purchaser shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Purchaser determines the Premises to be, in all respects, suitable to Purchaser. The decision as to whether the Premises are suitable for Purchaser's intended use shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both Parties. For a period of 90 days from the date of Seller's execution of this agreement or until Purchaser terminates this Agreement, whichever comes first, Purchaser may enter onto the Property for the purposes of survey and inspection to determine the feasibility of the Property for Purchaser's purposes (the "Inspection Period"). Purchaser agrees that (i) there shall be no destructive testing of any part of the Property without Seller's prior written consent, (ii) Purchaser will notify Seller at least twenty-four (24) hours in advance of any entry by Purchaser or its agents onto the Property, (iii) Purchaser shall give Seller the opportunity to accompany Purchaser and its agents onto the Property, (iv) all activities conducted on the Property shall be undertaken in a safe, workmanlike and reasonable manner in compliance with all applicable law, and (v) Purchaser shall, at its expense, restore any area which may be disturbed to its condition prior to such activities. If Purchaser objects to any condition determined in its inspection and survey, it may terminate this Agreement by written notice to Seller and in such event Seller shall return the Deposit to Purchaser, together with accrued interest thereon, and neither Party shall have having any other rights or obligations under this Agreement except for those rights and obligations which by their terms survive termination. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, the Deposit shall become non-refundable to Purchaser upon the expiration of the Inspection Period.

4.5 Indemnity for Inspection: The General Indemnity provisions contained in Section 13 of this Agreement shall apply to the presence and activities of Purchaser and its authorized agents and representatives on the Property during the Inspection Period.

5. REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Warranties. Purchaser represents and warrants as follows:

5.1.1 Purchaser acknowledges and agrees that the Property is being sold AS IS, WHERE IS, with all faults, including but not limited to environmental conditions, subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

5.1.2 Purchaser is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, and has the legal power, right and authority to enter into this Agreement and the instruments and documents that are to be executed by the Purchaser and are referenced herein, and to consummate the transaction contemplated hereby.

5.2 Seller's Warranties. Seller represents and warrants as follows:

5.2.1 Seller is a municipal corporation duly organized and validly existing under the laws of the State of Washington. Seller warrants that the General Manager/CEO of the Seattle Public Utilities or designee is authorized on behalf of the Seller to execute this Agreement.

5.2.2. To Seller's knowledge there are no covenants, conditions, restrictions, or contractual obligations of Seller that will prevent Seller from performing its obligations under the Agreement.

5.2.3 Seller is not a foreign person, nonresident 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 hereunder. At Closing, Seller shall deliver to Purchaser a certificate of non-foreign status in form required by the Income Tax Regulations.

6. PURCHASER'S CONDITIONS PRECEDENT TO CLOSING

6.1 Purchaser shall be obligated to complete this transaction only upon the following conditions:

6.1.1 This Agreement shall not have terminated pursuant to any other provision hereof

6.1.2 Seller is able to convey title to the Property.

6.1.3 The Title Company is committed to issue to Purchaser the Title Policy (subject only to payment of its premiums therefor).

6.1.4 The representations and warranties made by Seller in this Agreement are true on the date hereof and shall be true as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing.

6.1.5 Project approval as described in Section 24.

7. SELLER'S CONDITIONS PRECEDENT TO CLOSING

7.1 Seller shall be obligated to complete this transaction upon the following conditions:

7.1.1 Purchaser shall be in compliance with all of its obligations under this Agreement.

7.1.2 The representations and warranties made by Purchaser in this Agreement are true on and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing.

7.1.3 Project approval as described in Section 24.

8. ESCROW INSTRUCTIONS AND CLOSING

8.1 Escrow Instructions. Upon mutual execution of this Agreement, Seller shall deposit an executed counterpart of this Agreement with Title Company and the provisions of this Agreement shall constitute the joint instructions of the Parties to the Escrow Agent. Each party shall promptly, upon the request of the other or Escrow Agent, execute, and as required, have acknowledged, and deliver to the other, any and all further instruments and shall take all such further action as may be requested or appropriate to evidence or give effect to the provisions of this Agreement or to satisfy escrow agent's requirements.

8.2 Date of Closing. The Closing shall occur no later than October 2, 2023. ("Closing").

8.3 Purchaser's Closing Obligations & Instruments. At Closing, Purchaser shall deliver to Seller through the Escrow Agent:

1) by certified or cashier's check or wire transfer, the Purchase Price, less the Deposit and all interest earned thereon; and

2) such resolutions, authorizations, and/or other documents or agreements relating to Purchaser as shall be required by Escrow Agent; and such other instruments as are reasonably necessary to consummate this purchase and sale transaction.

8.4 Seller's Closing Obligations & Instruments. At Closing, Seller shall deliver to Purchaser through the Escrow Agent:

1) a fully executed and acknowledged Warranty Deed in the form of Exhibit B hereto;

9. ESCROW AGENT'S OBLIGATIONS

9.1 Following execution of this Agreement, Seller shall open an escrow account at the downtown Seattle office of First American Title and Escrow, 818 Stewart Street, Suite 800, Seattle WA 98101 ("Escrow Agent"), in order to consummate the sale and purchase of the Property. Upon Purchaser's delivery of the Deposit to Escrow Agent, Escrow Agent shall place the Deposit in an interest-bearing account and shall apply it, together with all accrued interest thereon, to the Purchase Price at Closing unless forfeited or refunded to Purchaser as provided elsewhere in this Agreement.

9.2 Escrow Agent shall receive, hold and disburse all funds, arrange the execution, delivery and recording of all instruments necessary to this transaction and shall otherwise act in accordance with the mutual written instructions of the Parties to this Agreement and in accordance with the laws of the State of Washington.

9.3 Escrow Agent shall record the deed and thereafter shall pay to Seller the Purchase Price, as adjusted and prorated for Seller's portion of costs of this transaction and after deduction of all applicable fees and taxes.

9.4 Proration and Expenses. Assessments, surface water management charges, conservation service charges, and utility charges constituting liens against the Property, all for the year of Closing, shall be prorated as of the date of Closing. Any documentary transfer tax, real estate excise tax, or other similar tax in accordance with the requirements of lawful authority shall be paid by Seller. The costs of Title Insurance will be allocated as provided in Section 4.2. Seller and Purchaser will share equally the cost of the escrow fee and expenses associated therewith. All other recording and closing costs shall be the responsibility of the Purchaser.

9.5 As soon as possible after Closing, the Escrow Agent shall have the Title Company issue to Purchaser the Title Policy, insuring fee simple title to the Property subject only to exceptions listed in the title report and approved or deemed to have been approved by Purchaser.

10. DEFAULT

10.1 If either party to this Agreement shall fail or refuse to perform or satisfy a material obligation under this Agreement and the other party has performed all of its obligations under this Agreement, then the party who has failed or refused to perform shall be in default and the non-defaulting party may elect from the following remedies.

10.1.1 Seller in Default. In the event that Seller is in default, Purchaser may recover its Deposit together with accrued interest as Purchaser's sole and exclusive remedy under this Agreement, in which event this Agreement shall terminate and Purchaser shall have no further rights and Seller shall have no further obligations under this Agreement except for those obligations which, by their terms, survive termination of this Agreement.

10.1.2 Purchaser in Default. In the event that Purchaser fails to close this transaction without legal excuse, Seller may retain the Deposit together with accrued interest as Seller's sole and exclusive remedy under this Agreement, in which event this Agreement shall terminate and Seller shall have no further rights and Purchaser shall have no further obligations under this Agreement except for those obligations which, by their terms, survive termination of this Agreement.

11. RISK OF LOSS

If the improvements on the Property are destroyed or materially damaged between the date this Agreement is executed and the date title is conveyed to Purchaser, Purchaser shall accept the Property in its then condition and any insurance proceeds payable to Seller by reason of the damage to the Property shall be paid and/or assigned, as the case may be, to Purchaser.

12. CONDEMNATION

If, prior to the date of Closing, all or any part of the Property is taken by condemnation by a governmental authority other than the City of Seattle or any agency, commission, department or entity in any way related thereto ("Superior Governmental Authority"), the Purchaser may elect to cancel this Agreement by giving

Seller notice to that effect, whereupon the Escrow Agent shall immediately return the Deposit and all interest earned thereon to the Purchaser and both Parties shall be relieved and released from any liability hereunder to the other. Alternatively, the Purchaser may elect to take title to the Property in accordance with the terms and conditions of this Agreement without reduction of the Purchase Price and shall be entitled to receive from the Superior Governmental Authority any condemnation award or benefit. If Purchaser purchases the Property and complies with all of the terms of this Agreement, Seller shall assign to Purchaser all of its right, title, and interest in and to any such condemnation award or benefit, if any, that may be owing to the owner of the Property because of such condemnation or taking of, or damage or change to the Property, provided, however, that in such event, Seller's warranties, shall lapse.

13. GENERAL INDEMNIFICATION.

To the fullest extent permitted by law, Purchaser, its successors and assigns, shall indemnify, defend and hold harmless Seller and Seller's 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 related to or arising from any act or omission of Purchaser, its successors or assigns, agents, contractors, licensees, invitees, or employees arising out of, related to or connected with this Agreement or the Property, including but not limited to the presence or activities of Purchaser, its successors, assigns, agents, contractors, licensees, invitees or employees on the Property during the Inspection Period as provided in Section 4 of this Agreement.

With respect to all or any portion of the foregoing indemnity that may be held to be within the purview of RCW 4.24.115, such indemnity shall apply only to the maximum extent permitted by RCW 4.24.115. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Purchaser's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Seller with a full and complete indemnity from claims made by the Purchaser and its officers, agents, employees, and contractors.

Seller shall notify Purchaser in writing of any claim for indemnification. Any defense of a matter giving rise to the claim for indemnification shall be conducted by counsel chosen by the Purchaser and satisfactory to the City.

The indemnity provisions of this Section 13 shall survive any termination of this Agreement.

14. ENVIRONMENTAL RELEASE AND INDEMNITY.

Purchaser 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 Purchaser assumes Seller's responsibility for all environmental conditions of the Property, known or unknown and arising before or after Closing, 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. Without limiting Purchaser's obligations under the General Indemnification in Section 13 of this Agreement, Purchaser shall release and indemnify, defend, and hold Seller 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, or 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 Purchaser shall so indemnify Seller and such personnel without regard to any fault or responsibility of Seller or Purchaser.

For purposes of this Section 14, the term "Hazardous Substance" shall mean 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; underground

or above-ground storage tanks; or 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.

Purchaser's release and indemnification shall include both claims by Purchaser against Seller and claims made against Seller or Purchaser by any and all third parties.

The obligation to indemnify and defend shall include, but not be limited to, any liability of Seller to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. Any legal obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, and 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 Purchaser and Purchaser's successors and assigns, and inure to the benefit of Seller and its successors and assigns. Purchaser's obligations under this Section 14 shall apply regardless of whether or not Purchaser is culpable, negligent or in violation of any law, ordinance, rule or regulation. The provisions of this Section 15 are not intended, nor shall they, release, discharge or affect any rights or causes of action that Seller or Purchaser may have against any other person or entity, except as otherwise expressly stated herein and each of the Parties reserves all such rights.

Purchaser's obligations under this Section 14 shall be included as a "COVENANT REGARDING ENVIRONMENTAL CONDITIONS" in the Warranty Deed attached to this Agreement as **Exhibit B**.

15. BROKERS; INDEMNIFICATION

The Seller is not represented by a real estate broker. The Purchaser represents that it has not been represented by a broker in connection with the purchase of the Property. Purchaser shall hold harmless, indemnify and defend the Seller from and against any claim based on any alleged fact inconsistent with such party's warranty and representation contained in this Section 15. This indemnification obligation shall survive Closing and the termination of this Agreement.

16. ASSIGNMENT; BINDING EFFECT

Purchaser may not assign its interest in this Agreement to any other party, without Seller's prior written consent to such assignment. The terms and conditions of this Agreement shall apply to and be binding upon the executors, administrators, successors and assigns of each Party.

17. NOTICES

17.1 All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered in person, sent via facsimile, or sent by Federal Express or by registered or certified mail through the U.S. Postal Service with postage prepaid as follows, or to such other addresses as either Party may designate upon five days' written notice to the other Party:

SELLER:

Name: Jacques Rodriguez, Acting Real Property Manager
Seattle Public Utilities, City of Seattle
Address: PO Box 34018
Seattle WA 98124-4018
Email: jacques.rodriguez@seattle.gov
Phone: 206/684-7586

PURCHASER:

Name: Seattle School District No. 1, of King County, Washington
Attn: Lewis A. Carlson
Address: John Stanford Center for Educational Excellence 2445

2445 Third Avenue South, MS 32-3645
P.O. Box 34165
Seattle, WA 98134

With a copy to:

Name: Seattle School District No. 1, of King County, Washington
Attn: Gregory Narver, General Counsel
Address: John Stanford Center for Educational Excellence
2445 Third Avenue South, MS 32-3645
P.O. Box 34165
Seattle, WA 98134

ESCROW AGENT:

Name: First American Title
Address: 818 Stewart Street, Suite 800
Seattle, WA 98100
Attention:
Phone:
Fax Number:

17.2 Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, facsimile confirmation, or the Federal Express or U.S. Postal Service receipt, and in the event of attempted delivery during normal business hours at the proper address by an agent of a party or by Federal Express or the U.S. Postal Service but refused acceptance, shall be deemed to have been given upon attempted delivery, as evidenced by an affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused.

18. GOVERNING LAW JURISDICTION AND VENUE

18.1 This Agreement shall be governed by the laws of the State of Washington.

18.2 In the event that litigation is commenced by either party, the Parties to this Agreement agree that jurisdiction shall lie solely in the King County Superior Court, with venue at Seattle, King County, Washington.

19. TIME OF THE ESSENCE; CALCULATION OF TIME PERIODS

19.1 Time is of the essence of this Agreement and of all acts required to be done and performed by either of the parties hereto, including but not limited to the proper delivery of all documents, and the tender of all amounts of money, required by the terms hereof to be delivered or paid, respectively. Any extension of time granted for performance of any obligation to this Agreement shall not be considered an extension of time for the performance of any other obligation under this Agreement.

19.2 Unless otherwise specified, in computing any period described in this Agreement, the day of the act or event after which the designated period begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Time.

20. COUNTERPARTS

This Agreement may be executed in counterparts by facsimile and by electronic signatures. If so, only when counterparts are delivered to the Escrow Agent, with the signatures of each one of the parties constituting the Purchaser and Seller, shall it be deemed a binding agreement.

21. WAIVER

21.1 Any waiver under this Agreement must be in writing. A waiver of any right or remedy in the event of a default shall not constitute a waiver of such right or remedy in the event of any subsequent default.

21.2 No writing other than a document signed by the General Manager/CEO of the Seattle Public Utilities or designee specifically so stating that it is a waiver shall constitute a waiver by Seller of any breach or default by Purchaser, nor shall such a writing waive Purchaser's failure to fully comply with any other term or condition of this Agreement, irrespective of any knowledge that any officer or employee of Seller may have of such breach, default, or noncompliance.

22. ENTIRE AGREEMENT; MODIFICATIONS; NEGOTIATED UNDERSTANDING

This Agreement, including all exhibits (which by this reference are incorporated herein), represents the entire agreement of the Parties with respect to the Property and all agreements, oral or written, entered prior to the date hereof are revoked and superseded by this Agreement. This Agreement may not be changed, amended, modified, or rescinded except in writing signed by both Parties and any attempt at oral modification of this Agreement shall be of no effect.

23. NEGOTIATED AGREEMENT

23.1 The Parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

24. AGREEMENT APPROVAL

24.1 The property sale is contingent upon City Council approval.

24.2 Purchaser's obligation to close the transaction contemplated hereby is contingent upon Purchaser obtaining approval from the Board of Directors for Seattle Public Schools (the "Purchaser's Board"); it being understood that, if the Purchaser's Board affirmatively declines to approve this Agreement and the transactions contemplated hereby, Purchaser shall notify Seller thereof in writing prior to the date which is three (3) Business Days prior to the Closing Date whereupon this Agreement shall be terminated.

25. SURVIVAL

All warranties, representations, covenants, obligations, and agreements contained in or arising out of this Agreement or in any certificates or other documents required to be furnished hereunder, shall survive the Closing. All warranties and representations shall be effective regardless of any investigation made or which could have been made.

IN WITNESS, WHEREOF, Seller and Purchaser have caused this Agreement to be executed by officers thereunto duly authorized as of the day and year first above written, which shall be the date that the last of Seller and Purchaser shall have executed this Agreement.

SEATTLE PUBLIC UTILITIES

By: 

Printed Name: ANDREW LEE

Title: General Manager/CEO

P & S Agreement - Page 8 of 14

SEATTLE SCHOOL DISTRICT #1

By: 

Printed Name: Fred Podesta

Title: Interim Dept. Supt.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21 day of March, 2023, before me, personally appeared Ambrulea to me known to be the representative, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of the General Manager/CEO of the Seattle Public Utilities for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

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



(Signature) Shaida Adatia
SHAIDA ADATIA
(Printed or typed name of Notary Public)
Notary Public in and for the State of Washington,
Residing at Kent
My appointment expires 3/9/26

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of March, 2023, before me, personally appeared Fred Podesta, to me known to be the representative of the Seattle School District #1, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

WITNESS my hand and official seal hereto affixed the day and year written above in this certificate.



(Signature) Julie Martin
Julie Martin
(Printed or typed name of Notary Public)
Notary Public in and for the State of Washington,
Residing at Seattle
My appointment expires 5/26/23

EXHIBIT A
Legal Description

LEGAL DESCRIPTION:

PORTION OF GOVERNMENT LOT 3, SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH,
RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SOUTH HENDERSON STREET AND THE
WESTERLY LINE OF SEWARD PARK AVENUE SOUTH;
THENCE WEST ALONG SAID NORTH LINE 100 FEET;
THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SEWARD PARK AVENUE SOUTH 100 FEET;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SOUTH HENDERSON STREET 100 FEET TO THE
WESTERLY LINE OF SEWARD PARK AVENUE SOUTH;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE 100 FEET TO THE BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Tax Parcel Number: 352404-9192

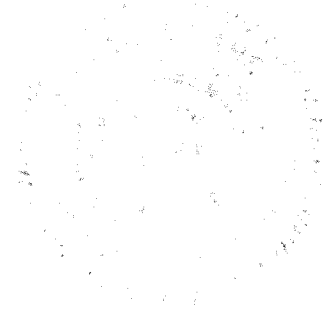


EXHIBIT B

Recording Requested by
When Recorded Mail To:

Warranty Deed

Reference #s of Document Released or Assigned: None

Grantor: City of Seattle, Seattle Public Utilities

Grantee: Seattle School District #1

Legal Description: PORTION OF GOVERNMENT LOT 3, SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY

Assessor's Tax Parcel ID#: 352404-9192

The GRANTOR, the **City of Seattle, Seattle Public Utilities**, a Washington State municipal corporation, for and in consideration of _____, hereby conveys and deeds to GRANTEE, **Seattle School District #1**, a corporation of the state of Washington, all interest in the real property described as follows:

PORTION OF GOVERNMENT LOT 3, SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SOUTH HENDERSON STREET AND THE WESTERLY LINE OF SEWARD PARK AVENUE SOUTH;
THENCE WEST ALONG SAID NORTH LINE 100 FEET;
THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SEWARD PARK AVENUE SOUTH 100 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SOUTH HENDERSON STREET 100 FEET TO THE WESTERLY LINE OF SEWARD PARK AVENUE SOUTH;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE 100 FEET TO THE BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

situated in King County, Washington together with all after-acquired title of the **GRANTOR** therein.

Subject to all existing easements, covenants, restrictions, conditions, reservations, exceptions and agreements of record or otherwise.

COVENANT REGARDING ENVIRONMENTAL CONDITIONS

The Property 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 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, covenants not to sue, 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 fees and costs of regulatory agencies, attorneys, contractors and consultants, 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 acknowledgements, releases and covenants herein touch and concern the Property, restrict the use of 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 petroleum products and compounds containing them; lead, flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; and 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.

Grantee's release and covenant not to sue shall include both claims by Grantee against Grantor and any cross-claims, third-party claims or other claims against Grantor by Grantee based upon claims made against Grantee by any third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. This Covenant 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.

This Covenant shall apply regardless of whether 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.

Executed this ____ day of _____, 2023.

Seattle Public Utilities

By: _____

ACCEPTANCE

I, _____, duly authorized representative of _____, certify that the interest in real property conveyed to _____, a _____ by this **Warranty Deed** dated the date first above written, is hereby accepted on behalf of _____.

By: _____

Print Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Andrew Lee known to me (or proved to me on the basis of satisfactory evidence) to be the General Manager/CEO of **Seattle Public Utilities**, the municipal corporation named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Print Name: _____

NOTARY PUBLIC in and for the State of Washington, residing
at:

My commission expires: _____

(seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, personally appeared
_____, to me known to be the
_____ of the _____, who executed the foregoing
instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and
purposes therein mentioned, and on oath stated that _____ was authorized to execute such document for and on behalf
of said corporation. WITNESS my hand and official seal hereto affixed the day and year written above in this
certificate.

(Signature) _____

(Printed or typed name of Notary Public)
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

(seal)