

After recording return document to:
Snohomish County Public Works
Engineering Services – ROW M/S 607
3000 Rockefeller Ave
Everett, WA 98201-4046

QUIT CLAIM DEED

Reference Number:

Grantor: The City of Seattle

Grantee: Snohomish County

Short Legal: Ptn of NE 1/4 of SW 1/4 AND SE 1/4 of NW 1/4 AND

Short Legal: NE 1/4 of NW 1/4 of Sec. 21, Twp. 27 N, Rng. 5 E, W.M. AND PTN of SE 1/4 of NW 1/4 of Sec. 16, Twp. 27 N, Rng. 5 E, W.M.

Assessor's Tax Parcel Number: Ptn of 270521-003-002-00, 270521-002-034-00 AND

Assessor's Tax Parcel Number: 270521-002-012-00, 270516-002-014-00 (described as A & C exhibits)

In the matter of: 43rd Ave SE (SR 524 to Sunset Rd at 180th St SE)

Project No. RC1592, UPI# 16-0040

Parcel No. 002, 007, (A & C Additional property not shown on the right of way plan)

The Grantor, **The City of Seattle, a Municipal Corporation**, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), and other valuable consideration, 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 Snohomish 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 purpose 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, 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 crossclaims 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 _____

Approval Rec'm

COUNTY OF SNOHOMISH
Public Works Department

Michele Pescador, SR/WA
PW Right of Way Supervisor

By: _____
Douglas W. McCormick, P.E.
County Engineer/Deputy Director

Checked By: _____

Date: _____

DOCUMENT TEMPLATE
REVIEWED AND APPROVED:
Gordon W. Sivley
Deputy Prosecuting Attorney
Date: 8/24/12

43RD Avenue SE (SR 524 to Sunset Road at 180th Street SE)
Survey 4659, RC 1592, UPI 16-0040
(City of Seattle) -002
May 19, 2022

EXHIBIT 'A'

Right-of-way (see Exhibit 'B'):

All that real property in the southwest quarter of section 21, township 27 north, range 5 east, Willamette Meridian, in the County of Snohomish, State of Washington, being a portion of that parcel conveyed by deed at Auditor's File No. 490278, records of said county, lying easterly and southerly of the following described line:

BEGINNING at a point on the southerly margin of 204th Street SE lying 70.00 westerly of the north-south centerline of said section described below, measured at right angles.

Thence, parallel with and 70.00 feet distant from said north-south centerline, southerly to a point lying 233.03 feet southerly, measured along said north-south centerline, of the center 1/4 corner of said section as described below.

Thence South 55°24'16" West a distance of 26.58 feet.

Thence along a curve to the right, having a radius of 125.00 feet, a distance of 68.58 feet, more or less, to the westerly line of said parcel and the **TERMINUS** of the herein described line.

EXCEPT the right-of-way conveyed to Snohomish County by deed recorded in Volume 87 of Official Records, Page 601, records of said county.

ALSO EXCEPT any portion of said parcel lying southerly of the northerly margin of SR 524 (Maltby Road).

Containing an area of 20,709 square feet, more or less.

Continued on the following page

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DATA\DESCRIPTIONS\002-RW.doc

North-South Centerline of Section 21:

COMMENCING at an inverted nail in a concrete monument in a case for the 1/4 corner common to sections 21 & 28, said township, range, & meridian.

Thence North 1°25'13" East a distance of 2639.48 feet to at a 3" brass disk with punch mark in a 4" square concrete monument in case marking the center 1/4 corner of said section 21, as shown on the Land Corner Record recorded at Auditor's File No. 202004075003, records of said county, and also marking the intersection of 43rd Ave SE and 204th St SE, and the **TERMINUS** of the herein described centerline.

Grantor's Initials



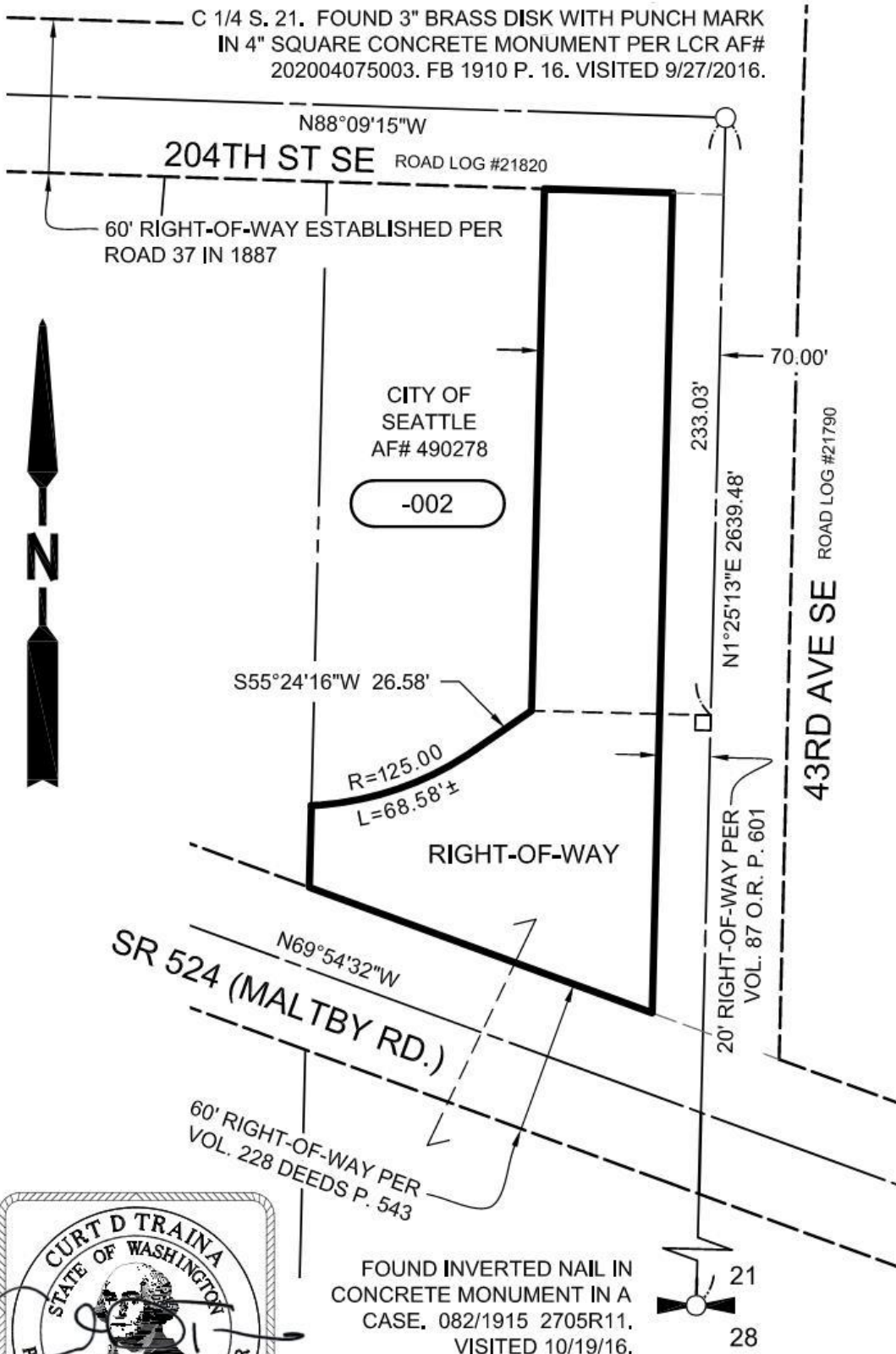
5/19/22

EXHIBIT 'B'

43rd Ave SE (SR 524 TO SUNSET RD AT 180TH ST SE)
SN 4659 (-002 CITY OF SEATTLE)



SECTION 21, T. 27 N, R. 5 E., W.M.



5/19/22



Grantor's Initials

43RD Avenue SE (SR 524 to Sunset Road at 180th Street SE)
Survey 4659, RC 1592, UPI 16-0040
(City of Seattle) -007
September 29, 2022

EXHIBIT 'A'

Right of Way (see Exhibit 'B'):

All that real property in the northwest quarter of section 21, Township 27 North, Range 5 East, Willamette Meridian, in the County of Snohomish, State of Washington, being a portion of that parcel conveyed by deed at Auditor's File No. 489795, records of said county.

All that portion of said parcel lying easterly and southerly of the following described line:

BEGINNING at a point on the north line of said parcel, lying 35.00 feet westerly, measured at right angles, of the north-south centerline of said section 21 as described below.
Thence southerly parallel with and 35.00 feet distant from said north-south centerline, a distance of 1281.28 feet, more or less, to the beginning of a tangent curve to the right.
Thence, along said curve to the right, having a radius of 30.00 feet, to the point of tangency with the north right-of-way margin of 204th St SE, and the **TERMINUS** of the herein described line.

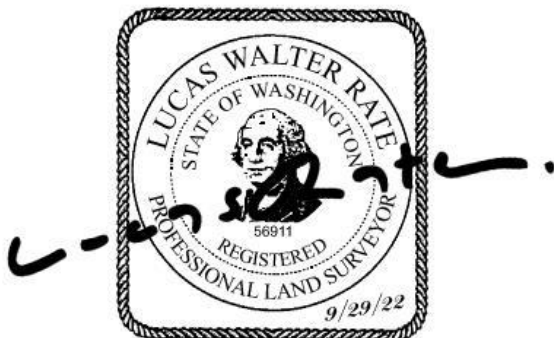
EXCEPT that portion of said parcel agreed to as a 60-foot wide public road easement area to Snohomish County per easement agreement recorded at Auditor's File No. 2366604, records of Snohomish County, Washington

Containing an area of 1,677 square feet, more or less.

North-South Centerline Section 21:

COMMENCING at a 3" brass disk with punch mark in a 4" square concrete monument in case marking the center quarter corner of said section 21, as shown on the Land Corner Record recorded at Auditor's File No. 202004075003, records of said county, and also marking the intersection of 43rd Ave SE and 204th St SE.

Thence, along said north-south centerline of said section 21, being also the centerline alignment of 43rd Ave SE, North 2°03'50" East a distance of 2683.13 feet to a 3" brass disk surface monument with chiseled cross stamped "1/4 section corner" marking the quarter corner between said section 21 and section 16, said township, range, and meridian, and also marking the intersection of 43rd Ave SE and Jewell Rd./196th St SE and the **TERMINUS** of the herein described centerline.



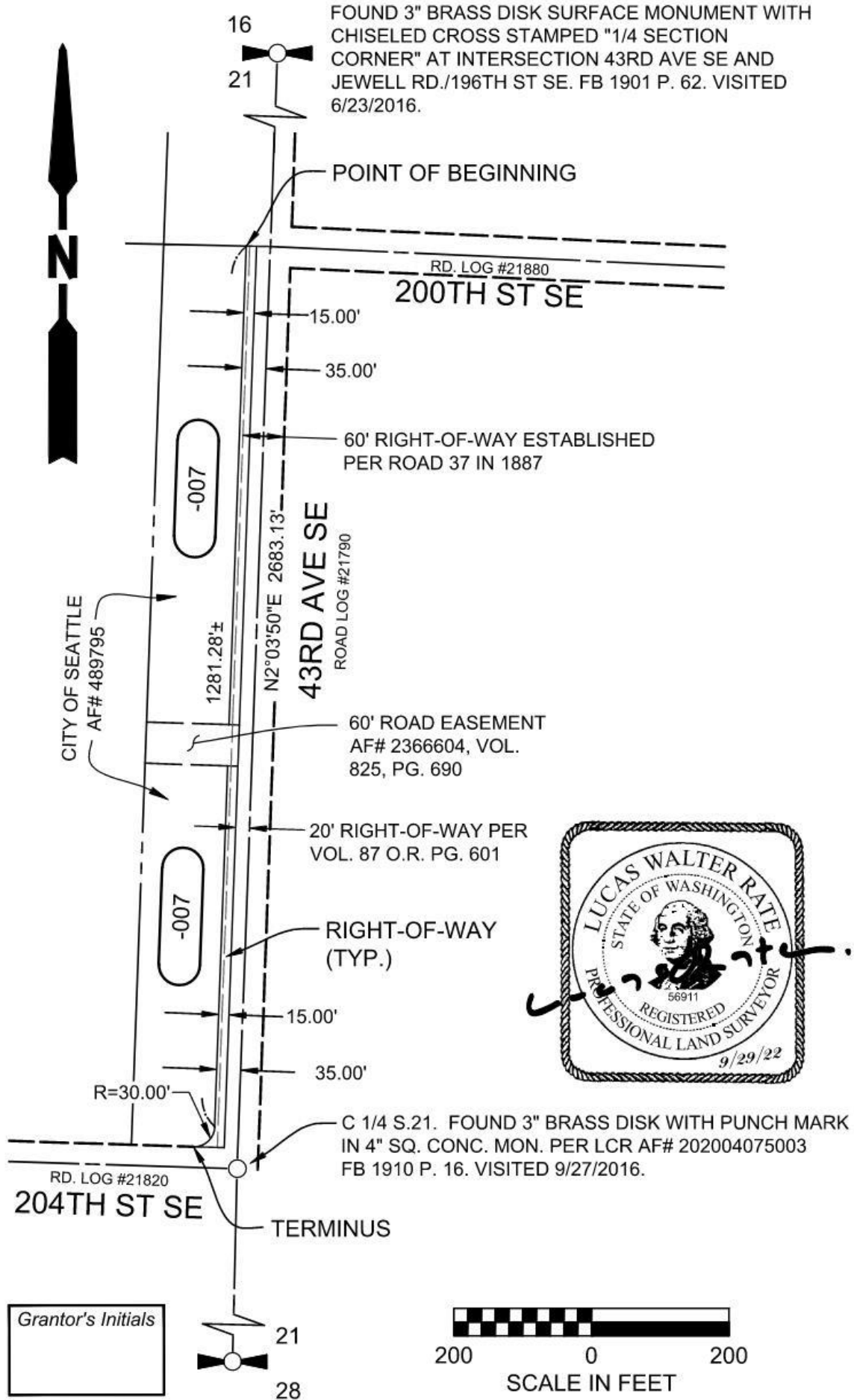
Grantor's Initials

EXHIBIT 'B'

43rd Ave SE (SR 524 TO SUNSET RD AT 180TH ST SE)
SN 4659 (-007 CITY OF SEATTLE)



SECTION 21, TOWNSHIP 27 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN



43RD Avenue SE (SR 524 to Sunset Road at 180th Street SE)
Survey 4659, RC 1592, UPI 16-0040
Parcel 'A'
December 7, 2021

EXHIBIT 'A'

Land Description:

That portion the real property described in the deed recorded at Auditor's File No. 660954, records of Snohomish County lying within section 21, township 27 north, range 5 east, Willamette Meridian, in said county, State of Washington.

EXCEPT that portion thereof lying within 196th St SE, established as Road #285 established by the Board of County Commissioners July 3, 1905.

Containing 26,437 square feet, more or less.

Grantor's Initials



12/7/21

43RD Avenue SE (SR 524 to Sunset Road at 180th Street SE)
Survey 4659, RC 1592, UPI 16-0040
Parcel 'C'
December 7, 2021

EXHIBIT 'A'

Land Description:

That real property in section 16, township 27 north, range 5 east, Willamette Meridian, in the County of Snohomish, State of Washington, described in the deed recorded at Auditor's File No. 662328, records of said county, recited as follows:

East Twenty (20) feet of the Northeast quarter (NE¹/₄) of the Southeast quarter (SE¹/₄) of the Northwest quarter (NW¹/₄).

Containing 13,577 square feet, more or less.

Grantor's Initials



12/7/21