## Exhibit A

After recording, return to: Lennar Northwest Inc. 33455 6th Ave. South #1-B Federal Way, WA 98003

## QUIT CLAIM DEED

Grantor:	The City of Seattle
Grantee:	Lennar Northwest, Inc.
Short Legal:	Ptn. SE-NW-16-27N-5E
Tax Parcel #:	27051600201400

The Grantor, The City of Seattle, a Washington municipal corporation, hereby conveys and quitclaims to Lennar Northwest, Inc., a Delaware corporation, all of Grantor's right, title and interest in the following described real property located in Snohomish County, Washington:

The East twenty (20) feet of the South Half of the Southeast Quarter of the Northwest Quarter of Section 16, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington.

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

## **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 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, 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 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.

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 shall have 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,

Att 1 Ex A – Quit Claim Deed V1

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, ACTING BY AND THROUGH ITS CITY LIGHT DEPARTMENT

By:	

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON	)
	) ss.
COUNTY OF KING	)

On this \_\_\_\_\_\_, 2016, before me, personally appeared \_\_\_\_\_\_\_, 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.

(Signature)

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

My appointment expires \_\_\_\_\_

(Notary Seal)

## **ACCEPTANCE**

a Delaware corporation, certi Inc. by this Quit Claim Deed	, a duly authorized representative of Lennar Northwest, Inc., ify that the interest in real property conveyed to Lennar Northwest, as of the date first above written, is hereby accepted together with all ein binding upon Lennar Northwest, Inc.
Ву:	
Print Name:	
Title:	
Date:	
STATE OF WASHINGTON	
COUNTY OF KING	)
On this day of	, 2016, before me, personally appeared
of Lennar Northwest, Inc., the acknowledged the same to be	he Delaware corporation who executed the foregoing agreement, and e the free and voluntary act and deed of Lennar Northwest, Inc. for the entioned, and on oath stated that was authorized to execute said
GIVEN under my hand and o	official seal 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 \_\_\_\_\_

(Notary Seal)

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