

**Exhibit B**  
**Form of Deed**

**Return Address:**

Byrd Barr Place  
722 18<sup>th</sup> Avenue  
Seattle, WA 98122

**Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

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| <p><b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <b>must</b> be filled in)</p> <p style="text-align: center;">1. QUIT CLAIM DEED CONVEYING DETERMINABLE ESTATE WITH COVENANTS</p> |
| <p><b>Reference Number(s) of Documents assigned or released:</b></p> <p style="text-align: center;">NONE</p>   |
| <p><b>Grantor(s)</b> (Last name, first name, initials)</p> <p style="text-align: center;">1. CITY OF SEATTLE, a Washington municipal corporation</p>   |
| <p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p style="text-align: center;">1. BYRD BARR PLACE, a Washington non-profit corporation</p>  |
| <p><b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p style="text-align: center;">Lots 4-5, Block 28, EDES &amp; KNIGHTS ADD SUPPL Plat, SW-33-25-4</p>                                    |
| <p><b>Assessor's Property Tax Parcel/Account Number</b>      <input type="checkbox"/> Assessor Tax # not yet assigned</p> <p style="text-align: center;">22545-02235</p>   |
| <p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>                                  |

**QUIT CLAIM DEED CONVEYING DETERMINABLE ESTATE WITH COVENANTS**  
(the “**Deed**”)

This Deed conveys real property located in King County, Washington legally described as follows:

LOTS FOUR (4) AND FIVE (5) IN BLOCK TWENTY-EIGHT (28),  
SUPPLEMENTARY PLAT OF EDES & KNIGHT'S ADDITION TO THE CITY  
OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 2 OF PLATS AT PAGE 194, RECORDS OF KING COUNTY,  
WASHINGTON.

Situate in the City of Seattle, County of King, State of Washington (the  
“Property”).

For good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF SEATTLE (“Grantor”), a Washington municipal corporation, hereby conveys and quitclaims to the BYRD BARR PLACE (“Grantee”), a Washington non-profit corporation, all Grantor’s right, title and interest in the Property, other than the rights expressly reserved in this Deed, for: (i) so long as the Property is used to provide social services in compliance with the Covenant for Use of the Property in Section B.3 below; and (ii) so long as any additional development or expansion of improvements on the Property is limited to improvements dedicated to social services facilities, or affordable housing, or both.

At such time when the Property is no longer used as provided in the prior paragraph , the Property shall revert to Grantor and its heirs and successors, and by its acceptance of this Deed the Grantee hereby binds itself and its heirs, successors and assigns, grantees and lessees forever to use the Property as provided in this Deed, and further covenants as follows:

A. Environmental Covenant

1. 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. Grantee 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 (defined below) 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 and costs assessed by any regulatory agency, fees, damages, losses, expenses (including but not limited to attorneys' fees, 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.

2. For purposes of this Environmental 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.
3. 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 environmental or similar 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.
4. 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 arising therefrom. 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.

**B. Covenants Regarding Use and Condition of the Property:**

1. Improvements to the Property shall be maintained in good and sound state of repair, subject to reasonable wear and tear. Grantee will not commit or permit waste (i.e., abuse, unreasonable or improper use, and/or deterioration other than normal wear and tear) of the building or site improvements.
2. With the prior written consent of Grantee (which shall not be unreasonably withheld), Grantor shall have the right to enter the property during weekday business hours for the purpose of making inspections of the property to determine if there is compliance by Grantee with the terms of this Deed. Grantee shall not request inspection more than annually unless Grantee has reasonable cause to believe there is a violation of one or more covenant in this Deed.
3. Grantee shall use the Property for social services provided to the public. For purposes of this Deed, ‘social services’ means services offered to support the wellbeing and safety of the public, which may include:
  - a. Operation of a food bank;
  - b. Offering of energy assistance programs;
  - c. Offering of short-term financial assistance for housing expenses;
  - d. Offering instruction in personal finance;
  - e. Affordable housing; and
  - f. Any combination of a - e.
4. The Grantee shall pay real estate taxes and assessments on the property hereby conveyed, or any part thereof, when due and shall place thereon no mortgage, lien or other encumbrance without the prior written consent of the City’s Director of Finance and Administrative Services, or the head of any successor agency, which shall not be unreasonably withheld, conditioned, or delayed.
5. The Grantee shall annually, no later than March 31, submit to the Director of Finance and Administrative Services, or the head of any successor agency, certification that it has used the Property consistent with the covenants and limitations of this Deed.
6. If the Property reverts to Grantor, then upon written request from Grantee, Grantor will execute in favor of Grantee a recordable document relating to such reversion or reconveyance that will include environmental covenants and indemnity release provisions which will be effective on a prospective basis after the date of such reversion or reconveyance to release Grantee from any subsequent environmental liabilities, excluding

any environmental conditions that may have been created or caused by Grantee while it owned the Property.

7. Grantee shall use the Property in compliance with all municipal, county, state and federal laws, ordinances and regulation and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers
8. Americans with Disabilities Act. Grantee shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its ongoing obligations under this Agreement.
9. Grantee shall not deny an otherwise qualified individual any services anticipated by or required under this Agreement on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap. BBP shall not discriminate on any of the foregoing grounds in the awarding of any contract, in the provision of services, or in other activities made possible by this Agreement.

#### C. Notice and Remedies

The provisions in this Section C shall not in any way amend, limit, or otherwise require the Grantor to take any action with respect to the automatic reversion of the Property to Grantor and Grantor's heirs and assigns at such time as the Property is no longer used as provided in the granting clause above. This section applies to any breach of one of more of the Covenants in Section A and B, excluding only B.3 (the "Deed Covenant(s)").

1. **Notice of Non-Compliance.** If Grantor reasonably determines that the Grantee is in violation of any Deed Covenant or that a violation is likely to occur, Grantor shall give written notice to Grantee of such violation and demand specific corrective action in writing sufficient to cure the violation.
2. **Grantee's Failure to Respond.** Grantor may bring an action as provided in Section C.3 below if Grantee:
  - a. Fails to cure a violation of any Deed Covenant within thirty (30) days after receipt of written notice thereof from Grantor; or
  - b. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to diligently pursue the cure to completion.
3. **Grantor's Action.** Grantor may bring an action at law or in equity, or both, to enforce the terms of the Deed Covenants, to enjoin the violation, ex parte as necessary and as allowed

under the applicable civil rules, by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of the Deed Covenants. All such actions for injunctive relief may be taken without Grantor being required to post bond or provide other security.

4. **Nature of Remedy.** Grantor's remedies described in this Section C shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
5. **Grantor's Discretion.** Enforcement of the Deed Covenants shall be at the discretion of the Grantor in accordance with the terms of this Section C. Any forbearance by Grantor to exercise its rights under this Deed if Grantee breaches any of the Deed Covenants shall not be deemed or construed to be a waiver by Grantor of such term or of any of Grantor's rights under this Deed, including the reversion of the Property. Grantor's delay or omission in the exercise of any right or remedy upon any breach by Grantee shall not impair such right or remedy or be construed as a waiver.
6. **Waiver of Certain Defenses.** Grantee acknowledges that it has carefully reviewed this Deed and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Deed and in view of the fact that Grantor will not be continually present on the Property, that Grantor has limited resources to monitor compliance with the Deed, and that activities inconsistent with the purpose and terms of this Deed could occur without Grantor's immediate knowledge, Grantee hereby waives any claim or defense it may have against Grantor or its successors in interest under or pertaining to this Deed based upon abandonment, adverse possession, prescription, laches, estoppel or changed circumstances relating to the Property or this Deed.
7. **Acts Beyond Grantee's Control.** Nothing contained in this Section C shall be construed to entitle Grantor to bring any action against Grantee to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from actions by a trespasser upon the Property or causes beyond Grantee's control, including, without limitation, civil unrest, epidemic, natural disaster, fire, flood, storm, pest infestation, earth movement, and climate change, and from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. If the Deed Covenants are violated by acts of trespassers, and Grantee has not undertaken suit itself, Grantee agrees, at Grantor's option, to assign its right of action to Grantor or to appoint Grantor its attorney-in-fact, for purposes of pursuing enforcement action against the responsible parties. It shall be Grantee's burden to demonstrate that a violation was caused by a trespasser and that Grantee could not have anticipated or prevented such violation.

The Property is conveyed subject to all existing easements, covenants, restrictions, conditions, reservations, exceptions and agreements, recorded and unrecorded, and the Grantor makes no warranties of any kind as to the title of the Property.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

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| <p><b>GRANTOR: THE CITY OF SEATTLE,</b><br/>a Washington municipal corporation</p> <p>By: _____<br/>                    Calvin W. Goings</p> <p>Title: Director, Finance and Administrative<br/>Services</p> <p>Date: _____</p> | <p><b>ACCEPTED BY (GRANTEE): BYRD<br/>BARR PLACE,</b> a Washington non-profit<br/>corporation</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
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This Quit Claim Deed is executed and delivered pursuant to City of Seattle Ordinance

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