

**ATTACHMENT B:**

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT**

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SEATTLE**

This Intergovernmental Land Transfer Agreement (“Agreement”) is made and entered by and between the City of Seattle, a Washington municipal corporation (“City”) and King County, a political subdivision of the State of Washington (“County”). Together, the City and the County are referred to herein as “Parties” and individually as a “Party.” This Agreement shall be effective upon legislatively authorized signature by both Parties.

**RECITALS**

WHEREAS, the City is the owner of that certain real property located at 400 Third Avenue, commonly known as City Hall Park, herein “City Hall Park”, further defined in Section B.1 and the abbreviated legal description of which is set forth in Exhibit A-1 attached hereto and made a part of this Agreement;

WHEREAS, the City holds the right of way interests in Dilling Way and that portion of Jefferson Street between Third Avenue and Fourth Avenue, herein the “Street Segments”, further defined in Section B.1 and legally described in Exhibit A-2, attached hereto. The Street Segments and City Hall Park are collectively referred to herein as the “City Properties”;

WHEREAS, the County is the owner of that certain real property located at 1239 S. Rose Street, Seattle, herein the “Roads Property”, further defined in Section A.1 and the abbreviated legal description of which is set forth in Exhibit B-1;

WHEREAS, the County, as successor in interest to the Municipality of Metropolitan Seattle is the fee owner of certain real property commonly known as Greg’s P-Patch, with an address of 1401 NW 54th Street, Seattle, herein the “Metro Property”, further defined in Section A.1, the legal description of which is set forth in Exhibit B-2;

WHEREAS, the County, as successor in interest to the Municipality of Metropolitan Seattle, is the fee owner of certain real property commonly known as Cesar Chavez Park, with an address of 700 S Cloverdale Street, Seattle, herein the “Wastewater Property”, further defined in Section A.1, the legal description of which is set forth in Exhibit B-3.

WHEREAS, the County is the fee owner of those certain additional real properties further defined in Section B.1, the abbreviated legal descriptions of which are set forth in Exhibit B-4 herein the “Tax Title and Facilities Properties”. The Roads Property, the Tax Title and Facilities Properties, Wastewater Property, and the Metro Property are collectively referred to herein as the “County Properties” and each property singularly as a “County Property”;

WHEREAS, the County, as successor in interest to the Municipality of Metropolitan Seattle, operates and maintains a sewer utility line under a portion of the Wastewater Property (the “Wastewater Utility”);

WHEREAS, the County, as successor in interest to the Municipality of Metropolitan Seattle, operates and maintains a trolley line substation on a portion of the Metro Property (the “Metro Trolley Utility”);

WHEREAS, City Hall Park is directly adjacent to the King County Courthouse (the “Courthouse”), and the Street Segments are used by the County to provide vehicular access to the Courthouse;

WHEREAS, the County desires to own, operate and maintain City Hall Park for public benefit;

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation and community facilities and programs and other municipal programs, facilities and property inside its boundaries;

WHEREAS City Hall Park constitutes .56 acres of land and the County Properties collectively total 1.35 acres. These exchanged properties constitute true and full value for both the City and the County.

WHEREAS the County Properties are located entirely within the boundaries of the City, except for the Roads Parcel, at 1239 S Rose Street, which lies in unincorporated King County; and

WHEREAS Title 39 RCW Chapter 33 authorizes the City and the County to undertake intergovernmental dispositions of real property and interests in real property.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

### **A. COUNTY PROPERTIES**

#### **1. Conveyance of Title**

**1.1** On or before the Closing Date as set forth in Section C.1 of this Agreement, King County shall execute and record a quitclaim deed, in substantially the form of Exhibit C, attached hereto and made a part of this Agreement, conveying all ownership interest in the following listed sites, the abbreviated legal descriptions which are set forth on Exhibits B-1, B-2, B-3 and B-4, attached hereto and made a part of this Agreement, such abbreviated legal descriptions which shall be replaced by full legal descriptions provided in a title report, subdivision guarantee or such other documentation reasonably agreed to by the Parties.

Roads Property: 1239 S Rose Street, KCPN 218500-0895  
Cesar Chavez Park: 700 S Cloverdale St, KCPN 788360-3130  
Metro Property: 1403 NW 54th Street, KCPN 276830-0455  
Tax Title and Facilities Properties:

Cesar Chavez Fragment 8401 7th Ave S, KCPN 788360-2915  
Sunset Hill Viewpoint Park, KCPN 047200-1460  
Inverness Ravine, KCPN342604-9188  
W Duwamish GB – SW Othello, KCPN 211520-0100  
E Duwamish GB – S Massachusetts, KCPN 539260-0080  
Cheasty Green Space – S Columbian Way, KCPN 417460-0014  
E Duwamish GB – 10th Ave S, KCPN 395940-1891  
Burke-Gilman Greenway – N, KCPN 882090-2280  
Burke-Gilman Greenway – S, KCPN 735220-0730  
Duwamish Head GB – SW Walker St, 915160-0735

**1.2** All deeds shall also contain the specific covenants set forth herein in paragraph A.1.2 pertaining to use, which covenants shall run with the land and for the benefit of the public and the City shall have standing to enforce these covenants. Such covenants are as follows:

“The City covenants that [insert County Property name] shall continue to be used for either public open space, park, or recreation and community facility purposes or that other equivalent facilities within the City shall be conveyed in exchange therefore.”

**1.3** Prior to Closing, the Parties shall negotiate a form of easement agreement, for the benefit of the County, providing for the County’s access to the Wastewater Utility, and setting forth the rights and obligations of the Parties in relation thereto (the “Wastewater Utility Easement”), which shall be executed and recorded together with the deed for the Wastewater Property.

**1.4** Prior to Closing, the Parties shall negotiate a form of easement agreement, for the benefit of the County, providing for the County’s access to the Metro Trolley Utility, and setting forth the rights and obligations of the Parties in relation thereto of (the “Metro Trolley Utility Easement”), which shall be executed and recorded together the deed for the Metro Property.

## **2. Existing Restrictions, Agreements, Contracts or Permits**

**2.1** Prior to Closing, for each County Property, the County shall produce a title report, subdivision guarantee or such other documentation setting forth the terms, conditions, reservations, restrictions and covenants of title for each such County Property, and the City shall abide by and enforce all such terms, conditions, reservations, restrictions and covenants of title in the deeds of conveyance as shall be reasonably agreed upon by the Parties prior to conveyance and recordation of each deed.

## **3. Taxes, Utility and Other Charges**

**3.1** The County shall pay any property taxes or any contractual obligations including any fines, if any are due or owing up until the time of conveyance or transfer. The County shall also pay any utility charges if any are due or owing, until the time of conveyance or transfer.

**4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, Recreation Services and other Governmental services.**

**4.1** The City agrees to accept each County Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements thereof.

**4.2** King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to each County Property, and no official, employee, representative or agent of King County is authorized otherwise.

**4.3** The City acknowledges and agrees that except as indicated in section A.5, as of the date of transfer, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any encumbrance, defect or deficiency of any kind whatsoever in the County Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County. It is the City's responsibility to avoid or cure any encumbrance, defect, or deficiency on the County Properties. This release in this paragraph applies only to the potential liability of the County to the City.

**4.4** Once this Agreement is executed, the County shall not change the current uses of or perform any substantial modifications to the County Properties.

**5. Environmental Liability**

**5.1** For purposes of this Agreement, the term "Hazardous Substances" shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

**5.2** The City agrees to waive its right to receive a completed Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental," attached as Exhibit E, which the County shall complete and provide to the City for each County Property.

**5.3** Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the County Properties by the County during the County's period of ownership thereof; nor does anything in this Agreement release the County from any liability, responsibility, or obligation with respect to any claim for contribution associated with the County Properties. The City may not, however, assert such a claim to the excess cost of remediation to the extent that the City negligently exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on any of the County Properties, or changing the use or configuration thereof.

**5.4** If the City discovers the presence of Hazardous Substances at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 60 days after discovery. The

parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation. The parties acknowledge that if Hazardous Substances on any County Property pose an imminent threat to human health or the environment, emergency response may be required before the parties can agree on the responsibility for remediation.

**5.5** In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state and/or federal agency with jurisdiction over the remediation.

## **6. Indemnification and Hold Harmless**

**6.1** To the maximum extent permitted by law, King County shall protect, indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever, arising from those occurrences related to the County Properties that occurred prior to the effective date of conveyance of the County Properties to the City, even though the date of discovery may be after the effective date of this Agreement, except to the extent that the occurrence is caused by or results from a negligent act or omission of the City, its officers, agents and employees occurring prior to the effective date of conveyance of the County Properties to the City, and except to the extent that indemnifying or holding the City harmless would be limited by Section A.5 of this Agreement. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

**6.2** To the maximum extent permitted by law, the City shall protect, indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever, arising from those occurrences related to the County Properties that occurred on or after the effective date of conveyance of the County Properties to the City, except to the extent that the occurrence is caused by or results from a negligent act or omission of King County, its officers, agents and employees occurring on or after the effective date of conveyance of the County Properties to the City, and except to the extent that indemnifying or holding the County harmless would be limited by Section A.5 of this Agreement. In the event that any suit based upon such claims, actions, losses, costs, expenses or damages is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

**6.3** Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the County Properties.

**6.4** Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

**6.5** The terms of these indemnity provisions, as well as the terms of the environmental liability section shall survive the closing of the property transfer and the termination of this Agreement.

## **B. CITY PROPERTIES**

### **1. Conveyance of Title**

**1.1** On or before the Closing Date as set forth in Section C.1 of this Agreement, the City shall execute and record a quitclaim deed, in substantially the form of Exhibit D, attached hereto and made a part of this Agreement, conveying all ownership interest in the City Hall Park, 400 Third Avenue, KCPN 094200-1145 (“City Hall Park”) the abbreviated legal description for which is set forth in Exhibit A-1, attached hereto and made a part of this Agreement subject further to the terms set forth in Section B.1.4.

Herein, “Jefferson Street”, together with Dilling Way and City Hall Park are collectively defined as “the City Properties”.

**1.2** The deed to City Hall Park shall also contain the specific covenants set forth herein in paragraph B.1.2 pertaining to use, which covenants shall run with the land and the County shall have standing to enforce these covenants. Such covenants are as follows:

“The County covenants that City Hall Park shall continue to be used for either public open space, park, or recreation and community facility or other public benefit purposes or that other equivalent facilities within the City shall be conveyed in exchange therefore.”

**1.3** The City and County agree that they shall negotiate in good faith the execution of either a use agreement or utility easement if it is determined to be necessary.

**1.4** The City, through its Department of Parks and Recreation or other relevant agency, shall seek to vacate Jefferson Street and Dilling Way between Third Avenue and Fourth Avenue adjacent to City Hall Park at its sole cost, including but not limited to all such compensation and fees provided under Seattle Municipal Code (SMC) 15.62 subject to easements for utilities and services pursuant to SMC 15.62.070 and concurrent with recordation on the city engineer’s map.

### **2 Existing Restrictions, Agreements, Contracts or Permits**

**2.1** Prior to Closing on City Hall Park, the City shall produce a title report, subdivision guarantee or such other documentation setting forth the terms, conditions, reservations, restrictions and covenants of title, and the County shall abide by and enforce all such terms,

conditions, reservations, restrictions and covenants of title in the deeds of conveyance as shall be reasonably agreed upon by the Parties prior to conveyance and recordation the deed thereto.

### **3 Taxes, Utility and Other Charges**

**3.1** The City shall pay any property taxes or any contractual obligations including any fines if any are due or owing up until the time of conveyance or transfer. The City shall also pay any utility charges if any are due or owing, until the time of conveyance or transfer.

### **4 Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, Recreation Services and other Governmental services.**

**4.1** The County agrees to accept the City Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements thereof.

**4.2** The City does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the City Properties, and no official, employee, representative or agent of the City is authorized otherwise.

**4.3** The County acknowledges and agrees that except as indicated in section B.5, as of the date of transfer, the City shall have no liability for, and that the County shall release and have no recourse against the City for, any encumbrance, defect or deficiency of any kind whatsoever in the City Properties without regard to whether such encumbrance, defect or deficiency was known or discoverable by the City or the County. Upon transfer, it is thereafter the County's responsibility to avoid or cure any encumbrance, defect, or deficiency on the City Properties. This release in this paragraph applies only to the potential liability of the County to the City.

**4.4** Once this Agreement is executed, the City shall not change the uses of or perform any substantial modifications to the City Properties.

### **5 Environmental Liability**

**5.1** For purposes of this Agreement, the term "Hazardous Substances" shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

**5.2** The County agrees to waive its right to receive a completed Disclosure Statement under RCW 64.06.010 with the exception of item 6 "Environmental," attached as Exhibit E, which the City shall complete and provide to the County for the City Properties.

**5.3** Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the County might have against the City under federal or state environmental statutes that arises from Hazardous Substances deposited or released on the City Properties by the City during the City's period of ownership; nor does anything in this Agreement release the City from any liability, responsibility, or obligation with respect to any claim for contribution associated with

the City Properties. The County may not, however, assert such a claim to the excess cost of remediation to the extent that the County negligently exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the County performing construction activities on City Properties or changing the configuration or use thereof.

**5.4** If the County discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the City it shall immediately notify the City in writing. Such notice shall in no event be provided more than 60 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation. The parties acknowledge that if hazardous materials on City Properties pose an imminent threat to human health or the environment, emergency response may be required before the parties can agree on the responsibility for remediation.

**5.5** In no event shall the City be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state and/or federal agency with jurisdiction over the remediation.

## **6 Indemnification and Hold Harmless**

**6.1** To the maximum extent permitted by law, the City of Seattle shall protect, indemnify and hold harmless King County and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever, arising from those occurrences related to the City Properties that occurred prior to the effective date of conveyance of City Properties to the County, even though the date of discovery may be after the effective date of this Agreement, except to the extent that the occurrence is caused by or results from a negligent act or omission of the County, its officers, agents and employees occurring prior to the effective date of conveyance of the City Properties to the County, and except to the extent that indemnifying or holding the County harmless would be limited by Section B.5 of this Agreement. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the County or the City and King County, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against the County and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, the City shall satisfy the same.

**6.2** To the maximum extent permitted by law, the County shall protect, indemnify and hold harmless the City and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever, arising from those occurrences related to City Hall Park that occurred on or after the effective date of conveyance of City Hall Park to the County, except to the extent that the occurrence is caused by or results from a negligent act or omission of the City, its officers, agents and employees occurring on or after the effective date of conveyance of City Hall Park to the County, and except to the extent that indemnifying or holding the City harmless would be limited by Section B.5 of this Agreement. In the event that any suit based upon such claims, actions, losses, costs, expenses or damages is brought against the City or King County and the

City, the County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the County shall satisfy the same.

**6.3** Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to City Hall Park.

**6.4** Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

**6.5** The terms of these indemnity provisions, as well as the terms of the environmental liability section shall survive the closing of the property transfer and the termination of this Agreement.

### **C. GENERAL MATTERS**

**1.** Closing. Closing on the City Properties and the County Properties shall occur on the following terms and conditions (the date of closing is referred to herein as “Closing” or the “Closing Date”).

**1.1** County Obligations. At or before Closing, the County shall deliver to the City the following:

**1.1.1** An executed quitclaim deed for each of the County Properties;

**1.1.2** Executed real estate excise tax affidavits, signed and notarized by the responsible and authorized officials of the County, if necessary; and

**1.1.3** An executed easement for the benefit of the City, if necessary.

**1.2** City Obligations. At or before Closing, the County shall deliver to the City the following:

**1.2.1** An executed quitclaim deed for City Hall Park;

**1.2.2** An executed Wastewater Utility Easement;

**1.2.3** An executed Metro Utility Easement; and

**1.2.4** An executed real estate excise tax affidavit, signed and notarized by the responsible and authorized officials of the City, if necessary.

**1.3 Closing Costs.** Each Party shall be solely responsible for the cost of any title insurance that it obtains. Each Party shall be responsible for its own Real Estate Excise Tax obligation, if any. Each party shall bear all its other transaction costs related to the transactions described herein.

## **2 Audits and Inspections**

**2.1** Until November 19, 2031, any of either Party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

## **3 Waiver and Amendments**

**3.1** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**3.2** Any failure by any Party to enforce any of the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions of this Agreement shall in no way affect the validity of this Agreement, nor any part hereof and shall not be deemed a waiver of the rights of any Party to enforce any and each such provision. Each Party shall promptly execute and deliver such further instruments or take such further action as the attorneys for the Parties may reasonably request to effectuate the intent of this Agreement.

## **4 Entire Agreement and Modifications**

**4.1** This Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of the terms of this Agreement must be made in writing, signed by both parties, and attached hereto.

**4.2** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single Agreement. The execution and delivery of such a counterpart by any person shall have the same force and effect as if that person had executed all other counterparts. An electronic facsimile thereof, bearing any person's signature.

## **5 Duration and Authority**

**5.1** This Agreement shall be effective upon signature by the authorized signatories who represent that they have authority to bind the entities on whose behalf they sign. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors, and/or assigns.

## **6 Notice**

**6.1** Any notice provided for herein shall be sent to the respective parties at:

<p>Notice for City:</p> <p>Seattle City Attorney’s Office Attention: Timothy M. Harris 700 Fifth Avenue, Suite 2050 Seattle, WA 98104 <a href="mailto:Timothy.Harris@seattle.gov">Timothy.Harris@seattle.gov</a></p>	<p>Notice for County:</p> <p>King County Prosecuting Attorney’s Office Attention: Ryan W. Ridings 516 Third Avenue, W400 Seattle, WA 98104 <a href="mailto:rridings@kingcounty.gov">rridings@kingcounty.gov</a></p>
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**7** Governing Law.

**7.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any action, suit or other proceeding undertaken to enforce the provisions of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys’ fees, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. The “prevailing party” will be determined by the court, arbitrator, or other tribunal based on the overall outcome of the suit or other proceeding and taking into consideration the number and importance of the issues presented and resolved.

**8** Joint Effort

**8.1** Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the Parties or its insurers, than against the other.

**9** Compliance with Laws

**9.1** In meeting the commitments encompassed in this Agreement, the Parties shall comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, and the State Environmental Policy Act. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

**10** Representations and Warranties of Parties

**10.1** Warranties and Representations of County. County represents and warrants as follows:

**10.1.1** Definition of County. The County is a home rule charter county and political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. County has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**10.1.2** Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by County (i) is within the powers of County as a home rule charter county, (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the County's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the County is a party or which is presently in effect and applicable to County. This Agreement constitutes the legal, valid and binding obligation of County enforceable against County in accordance with the terms thereof.

**10.1.3** Litigation. There is no pending, or to the best of County's knowledge, threatened lawsuit or material claim against or relating to County with respect to any of the County Properties, which shall impede or materially affect County's ability to perform the terms of this Agreement. There is no pending or, to the best of County's knowledge, contemplated condemnation or similar proceeding with respect to the County Properties or any part thereof.

**10.1.4** Assessments. There is no pending, or to the best of County's knowledge, contemplated local improvement district or other special assessment or charge with respect to the County Properties, except as may be disclosed in the Title Commitment described below.

**10.1.5** Full Disclosure. No representation or warranty by County in this Agreement or in any instrument, certificate or statement furnished to City pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**10.1.6** Contracts. Except as otherwise disclosed in this Agreement, there are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental, or restrictions on use of the County Properties or any portion thereof.

**10.1.7** Future Agreements. From and after the date hereof, unless this Agreement is terminated in accordance with its terms, County shall not without the prior written consent of City:

**10.1.8.1** enter into any agreement, contract, commitment, lease or other transaction that affects a County Property in any way; or

**10.1.8.2** sell, dispose of or encumber any portion of the County Properties.

**10.1.9** Risk of Loss. Until the Closing Date, the risk of loss relating to the County Properties shall rest with the County. Risk of Loss shall be deemed to include any property

damage occurring as a result of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**10.2** Warranties and Representations of City. City represents and warrants as follows:

**10.2.1** Definition of City. The City is a first-class city and nonprofit municipal corporation of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. The City has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**10.2.2** Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by City (i) is within the powers of City as a first-class city, (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the City’s legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the City is a party or which is presently in effect and applicable to City. This Agreement constitutes the legal, valid and binding obligation of City enforceable against City in accordance with the terms thereof.

**10.2.3** Litigation. There is no pending, or to the best of City’s knowledge, threatened lawsuit or material claim against or relating to City with respect to any of the City Properties, which shall impede or materially affect City’s ability to perform the terms of this Agreement. There is no pending or, to the best of City’s knowledge, contemplated condemnation or similar proceeding with respect to the City Properties or any part thereof.

**10.2.4** Assessments. There is no pending, or to the best of City’s knowledge, contemplated local improvement district or other special assessment or charge with respect to the City Properties, except as may be disclosed in the Title Commitment described below.

**10.2.5** Full Disclosure. No representation or warranty by City in this Agreement or in any instrument, certificate or statement furnished to City pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**10.2.6** Contracts. Except as otherwise disclosed in this Agreement, there are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental, or restrictions on use of the City Properties or any portion thereof.

**10.2.7** Future Agreements. From and after the date hereof, unless this Agreement is terminated in accordance with its terms, City shall not without the prior written consent of County:

**10.2.8.1** enter into any agreement, contract, commitment, lease or other transaction that affects a City Property in any way; or

**10.2.8.2** sell, dispose of or encumber any portion of the City Properties.

**10.2.9** Risk of Loss. Until the Closing Date, the risk of loss relating to the City Properties shall rest with the City. Risk of Loss shall be deemed to include any property damage occurring as a result of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

## **11** General Provisions

**11.1** Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

**11.2** Filing. A copy of this Agreement shall be filed with the City Clerk and recorded with the King County Recorder’s Office or listed by subject on the County’s web site or other electronically retrievable public source.

**11.3** Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**11.4** Successors in Interest. Subject to the foregoing subsection 12.3, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

**11.5** Attorneys’ Fees. Each Party shall pay all its own attorneys’ fees, costs and expenses in regard to the preparation, negotiation, enforcement and interpretation of this Agreement, or any action arising out of this Agreement.

**11.6** No Waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

**11.7** Performance. Time is of the essence of this Agreement and each and all of its provisions.

**11.8** Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

**11.9** Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

[no further text; signature page(s) follow]

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Seattle

\_\_\_\_\_  
Anthony Wright  
Director, Facilities Management  
Division

\_\_\_\_\_  
Jesús Aguirre,  
Superintendent, Department of Parks  
and Recreation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT A-1**

**LEGAL DESCRIPTIONS OF CITY HALL PARK**

City Hall Park

**EXHIBIT B-2**

**LEGAL DESCRIPTION OF STREET SEGMENTS**

Dilling Way

James Street

**EXHIBIT B-1**

**LEGAL DESCRIPTION OF ROADS PROPERTY**

EAST SOUTH PARK ADD & 22 THRU 25 LESS COM WW # 1 LESS RD PER  
ORDINANCE# 16876 REC# 20150413000569  
Plat Block: 12; Plat Lot: 1-6, 47-50

**EXHIBIT B-2**

**LEGAL DESCRIPTION OF METRO PROPERTY**

Lot 11, Block 135, Gilman Park, according to the plat thereof recorded in Volume 3 of Plats,  
Page 40, records of King County, Washington.

**EXHIBIT B-3**

**LEGAL DESCRIPTION OF WASTEWATER PROPERTY**

Wastewater Property: LOTS 44 THROUGH 48, INCLUSIVE, BLOCK 15, SOUTH PARK,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 87,  
RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED  
TO THE CITY OF SEATTLE BY DEEDS RECORDED UNDER KING COUNTY  
RECORDING NUMBERS 3751997, 3780239 AND 3786361 FOR WEST MARGINAL WAY;  
AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF  
WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER  
4827578 FOR PRIMARY STATE HIGHWAY NO. 1.

**EXHIBIT B-4**

**LEGAL DESCRIPTION OF TAX TITLE AND FACILITIES PROPERTIES**

1. Cesar Chavez Park Fragment: LOTS 1, 2, 3 AND 4, BLOCK 15, SOUTH PARK,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS,  
PAGE 87, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THAT  
PORTION CONVEYED TO THE CITY OF SEATTLE BY DEEDS RECORDED  
UNDER KING COUNTY RECORDING NUMBER 3841312 FOR WEST MARGINAL  
WAY; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF  
WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING  
NUMBERS 4827578 AND 4827579 FOR PRIMARY STATE HIGHWAY NO. 1
2. Sunset Hill Viewpoint Park: BALLARD WATER-FRONT ADD; Plat Block: 6; Plat  
Lot: 34
3. Inverness Ravine: E 136 FT OF W 150 FT OF POR OF N 53 FT OF S 68 FT OF SE 1/4  
OF SW 1/4 LY E OF BLK D BALCHS WEDGEWOOD PARK # 4

4. W Duwamish GB – SW Othello: DUMARS HIGHLAND PARK SUPL LESS ST; Plat Block: F; Plat Lot: 12
5. E Duwamish GB - S Massachusetts: MCNAUGHTS 3RD ADD LESS STATE HWY; Plat Block: 2; Plat Lot: 7
6. Cheasty Green Space – S Columbian Way: LAMPE F W HOMESTEAD ADD POR NWLY OF COLUMBIAN WAY; Plat Block; Plat Lot: 2
7. E Duwamish GB – 10th Ave S: LADDS 2ND ADD TO S SEATTLE POR SWLY OF LN DRWN MIDWAY BET 10TH AVE S & COLFAX PLACE; Plat Block: 21; Plat Lot: 11
8. Burke-Gilman Greenway – N: UNIVERSITY LAKE SHORE DIV # 1-2-3 UNPLATTED STRIP ADJ ALL OF LOT 12 & 13; Plat Block: 17; Plat Lot: 12-13
9. Burke-Gilman Greenway – S: RIVIERA BEACH DIV # 3 POR UNNUMBERED STRIP BET N P R/W & 12 FT RD & N OF A LN 1563.05 FT N OF S LN OF SEC & SD DIST BEING MEAS ALG E LN OF LAKESIDE AVE & SD LN BEING DRAWN AT R/A TO SD AVE & S OF N LN OF S 210 FT OF BLK 2 LAKESIDE CITY PROD E
10. Duwamish Head GB – WALNUT TERRACE ADD FOUNTAIN TRACT

**EXHIBIT C**

**QUIT CLAIM DEED**

**AFTER RECORDING RETURN TO:**

City of Seattle  
Department of Parks and Recreation  
300 Elliott Avenue West, Suite 100  
Seattle, WA 98119  
Attn: Lise Ward

**QUIT CLAIM DEED**

**Grantor: King County, Washington**

**Grantee: City of Seattle**

**Abbreviated**

**Legal:** \_\_\_\_\_

**KCPN:** \_\_\_\_\_

The Grantor, **KING COUNTY**, a political subdivision of the State of Washington, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to Grantee, **CITY OF SEATTLE**, a municipal corporation, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after acquired title.

This Property is being conveyed consistent with the Intergovernmental Land Transfer Agreement Between King County and the City of Seattle, dated Nov. \_\_\_\_, 2021. This property is being conveyed consistent with the authority granted in the Intergovernmental Disposition of Property Act, Ch. 39.33 RCW.

**GRANTOR: KING COUNTY**

BY: \_\_\_\_\_

Anthony Wright

TITLE: Director,

Facilities Management Division

DATE: \_\_\_\_\_

**GRANTEE: THE CITY OF SEATTLE**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**NOTARY BLOCK FOR KING COUNTY**

---

STATE OF WASHINGTON)

) SS

COUNTY OF KING

)

*On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director, Facilities Management Division, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.*

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

Notary Public in and for the

State of Washington, residing

at \_\_\_\_\_

City and State

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

**EXHIBIT A**  
**TO QUIT CLAIM DEED**  
**LEGAL DESCRIPTION**

**EXHIBIT D**

After recording return document to:

King County  
Real Estate Services  
500 Fourth Avenue, Suite 830  
Seattle, WA 98104  
Attn: Steve Rizika

Document Title: Quitclaim Deed

Reference Number of Related Document: N/A

Grantor: City of Seattle

Grantee: King County

Abbreviated Legal Description: PTN LOTS 1-4 AND 6-7 AND ALL OF LOT 5, BLK 38, ADD. TO THE TOWN OF SEATTLE AS LAID OUT ON THE CLAIMS OF C.D. BOREN AND A.A. DENNY AND H.L. YESLER (COMMONLY KNOWN AS C.D. BOREN'S ADD. TO THE CITY OF SEATTLE), VOL. 1, P. 25, KING COUNTY

APN: 094200114505

Property Address: 400 3rd Avenue, Seattle, WA 98104

**QUITCLAIM DEED**

The Grantor, CITY OF SEATTLE, a State of Washington municipal corporation ("City") conveys and quitclaims to Grantee, KING COUNTY, a political subdivision of the State of Washington ("County"), the following the real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference. This Property is being conveyed consistent with the Intergovernmental Land Transfer Agreement Between King County and the City of Seattle, dated Nov. \_\_\_\_, 2021. This transfer agreement is pursuant to the authority granted in the Intergovernmental Disposition of Property Act, RCW Chapter 39.33.

The County, as required by RCW 36.89.050, covenants that City Hall Park shall be continued to be used in the sole discretion of the County for either public open space, park, or recreation facility purposes or that other equivalent facilities within the City shall be conveyed in exchange therefore.

Grantor: THE CITY OF SEATTLE,

By: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee: KING COUNTY,

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

GIVEN under my hand and official seal the day and year last above written.

Notary (print name)

Notary Public in and for the State of Washington,

residing at

My Appointment expires

**EXHIBIT E**  
**Seller Disclosure Statement - Environmental**  
**(COVER SHEET)**

<b>ENVIRONMENTAL DISCLOSURE</b>		<b>Yes</b>	<b>No</b>	<b>Don't Know</b>	<b>N/A</b>
<b>A</b>	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?				
<b>B</b>	Does any part of the property contain fill dirt, waste, or other fill materials?				
<b>C</b>	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?				
<b>D</b>	Are there any shorelines, wetlands, floodplains, or critical areas on the property?				
<b>E</b>	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?				
<b>F</b>	Has the property been used for commercial or industrial purposes?				
<b>G</b>	Is there any soil or groundwater contamination?				
<b>H</b>	Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?				
<b>I</b>	Has the property been used as a legal or illegal dumping site?				
<b>J</b>	Has the property been used as an illegal drug manufacturing site?				
<b>K</b>	Are there any radio towers in the area that cause interference with cellular telephone reception?				
<b>If you answered yes to any of the following please give further details here.</b>					