

Ordinance No. 121462

Council Bill No. 114882

me

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: C

AN ORDINANCE relating to real property and facilities in or near the Kent Highlands Landfill in Kent, Washington; declaring certain property adjacent to the Landfill surplus to the City's needs and not required for providing continued public utility services; authorizing the sale of such property and easements to the City of Kent; authorizing acquisition of, and acceptance of the deed for, property located within the Landfill from the City of Kent; authorizing execution of an agreement for these conveyances and for the related decommissioning or relocation of facilities used in connection with the Landfill; authorizing amendment of a 1977 agreement with the City of Kent with respect to such facilities; adding a project for work related to the Landfill gas monitoring and leachate conveyance systems to the Capital Improvement Program for the Solid Waste Fund; and increasing the appropriation to Seattle Public Utilities with respect to that project.

Committee Action

OC - Yes *UD - Yes* *ML - Yes*

CF No. _____

Date Introduced:	APR 26 2004	
Date 1st Referred:	APR 26 2004	To: (committee) Utilities & Technology
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	5-3-04	Full Council Vote: 9-0
Date Presented to Mayor:	5-4-04	Date Approved: 5/12/04
Date Returned to City Clerk:	5/14/04	Date Published: 4 p.m. T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

5-3-04 Passed 9-0

This file is complete and ready for presentation to Full Council. C

Law Dept. Review

OMP Review

me
City Clerk Review

ORDINANCE 121462

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3 AN ORDINANCE relating to real property and facilities in or near the Kent Highlands Landfill
4 in Kent, Washington; declaring certain property adjacent to the Landfill surplus to the
5 City's needs and not required for providing continued public utility services; authorizing
6 the sale of such property and easements to the City of Kent; authorizing acquisition of,
7 and acceptance of the deed for, property located within the Landfill from the City of
8 Kent; authorizing execution of an agreement for these conveyances and for the related
9 decommissioning or relocation of facilities used in connection with the Landfill;
10 authorizing amendment of a 1977 agreement with the City of Kent with respect to such
11 facilities; adding a project for work related to the Landfill gas monitoring and leachate
12 conveyance systems to the Capital Improvement Program for the Solid Waste Fund;
13 and increasing the appropriation to Seattle Public Utilities with respect to that project.

14
15 WHEREAS, the real property described in Exhibits A – D of the Master Agreement for Real
16 Property and Environmental Facilities, the form of which is attached to this
17 ordinance as Attachment 1 (the "Master Agreement"), which property is adjacent to
18 the Kent Highlands Landfill (the "Landfill") and was acquired for solid waste system
19 purposes, is now surplus to the City's needs and is not and will not be used or useful
20 for any Seattle Public Utilities or City of Seattle ("Seattle") municipal purpose; and

21
22 WHEREAS, the City of Kent ("Kent") desires to acquire the aforesaid property, along with a
23 slope easement and a public access and utility easement, in order to construct its
24 South 228th Street Extension Project and to more effectively manage land within
25 Kent; and

26
27 WHEREAS, Kent's desired property acquisition necessitates (a) the decommissioning and/or
28 relocation of certain Seattle-owned facilities used to monitor Landfill emissions and
convey leachate from the Landfill to the King County sewer system and (b) the
amendment of a 1977 agreement between Kent and Seattle concerning the leachate
conveyance facility; and

WHEREAS, Seattle desires to acquire from Kent certain real property located within the
Landfill in order to better manage the Landfill; and

WHEREAS, the Director of Seattle Public Utilities has recommended the transaction between
Kent and Seattle described above and set forth in detail in the Master Agreement;

NOW, THEREFORE,



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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

2
3 Section 1. Pursuant to the provisions of RCW 35.94.040 and after a public hearing, the
4 real property situated in King County, Washington and described in each Attachment A to
5 Exhibits A through D of the Master Agreement is hereby found and declared to be no longer
6 required for providing public utility service and to be surplus to the City's needs. The conveyance
7 to Kent of such property and of the slope easement and public access and utility easement
8 described in Exhibits E and K, respectively, of the Master Agreement, under the terms conditions
9 stated therein and for the consideration set forth in sections 3 and 4 thereof, is hereby authorized.

10
11 Section 2. The acquisition from Kent, under the terms and conditions of the Master
12 Agreement, of the real property located within the boundaries of the Landfill and described in
13 Exhibit F of the Master Agreement is hereby authorized.

14
15 Section 3. The Director of Seattle Public Utilities is authorized to enter into an agreement
16 with Kent substantially in the form of the Master Agreement hereto attached as Attachment 1, in
17 order to (a) sell and purchase the real property and easements described in sections 1 and 2 of this
18 ordinance and (b) in connection with such sale, to provide for the decommissioning and/or
19 relocation of certain Landfill gas monitoring and leachate conveyance facilities, as more
20 particularly described in Exhibit H to the Master Agreement. The Director of Seattle Public
21 Utilities also is authorized to enter into an agreement, substantially in the form attached to the
22 Master Agreement as Exhibit J, to amend the Agreement for Transport of Leachate through the
23 City of Kent to Metro's West Valley Interceptor Sanitary Sewer System, dated March 24, 1977,
24 between Seattle and Kent, in order to reflect the relocation of the leachate conveyance facility.
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28



1 Section 4. The Director of Seattle Public Utilities further is authorized (a) to execute quit
2 claim deeds and easements, substantially in the forms attached to the Master Agreement as
3 Exhibits A through E and K, in order to effectuate the real property conveyances authorized in
4 section 1 and (b) to accept a quit claim deed, substantially in the form attached to the Master
5 Agreement as Exhibit F, to effectuate the real property acquisition authorized in section 2.

6
7 Section 5. Proceeds from the transaction authorized by this ordinance shall be deposited
8 into the Solid Waste Fund.

9
10 Section 6. The 2004-2009 Adopted Capital Improvement Program (CIP) for the Solid
11 Waste Fund is amended to include Project C204003 - Kent Highlands Landfill Gas Monitoring
12 and Leachate Conveyance, to be funded by the appropriation made in Section 7 below. CIP
13 Project C204003 constitutes a system or plan of additions to, or betterments or extensions of, the
14 Solid Waste System.

15
16 Section 7. In order to pay for necessary costs and expenses for which insufficient
17 appropriations were made, the appropriation for the following in the 2004 Budget is increased
18 from the fund shown, as follows:

19

Fund	Department	Budget Control Level	Amount
Solid Waste Fund (45010)	Seattle Public Utilities	Rehabilitation and Heavy Equipment (C240B)	\$53,000

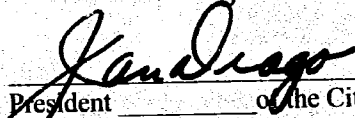
20
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23 Section 8. Any act pursuant to the authority of this ordinance and prior to its effective
24 date is hereby ratified and confirmed.
25
26



1 Section 9. This ordinance shall take effect and be in force thirty (30) days from and
2 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
3 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

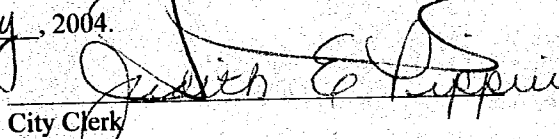
4 Passed by the City Council the 3rd day of May, 2004, and signed by me in open
5 session in authentication of its passage this 3rd day of May, 2004.
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8 
President _____ of the City Council

9 Approved by me this 12 day of May, 2004.

10
11 
Gregory J. Nickels, Mayor

12 Filed by me this 14 day of May, 2004.

13
14 
City Clerk

15
16 (Seal)

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18
19
20 Attachment 1: Master Agreement for Real Property and Environmental Facilities, with Exhibits
A-K:

- 21 Exhibit A: Quit Claim Deed with Restrictions and Reservation, with
22 Attachments A-C,
23 Exhibit B: Quit Claim Deed with Restrictions and Reservation, with
24 Attachments A-B,
25 Exhibit C: Quit Claim Deed with Restriction and Reservation, with
26 Attachments A-B,
27 Exhibit D: Quit Claim Deed with Restriction and Reservation, with
28 Attachments A-B,



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Ron Perkerewicz
SPU Kent Highlands Agreement
April 1, 2004
version #5

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Exhibit E: Slope Easement, with Attachment A,
Exhibit F: Quit Claim Deed with Restriction, with Attachment A,
Exhibit G: Earnest Money Promissory Note,
Exhibit H: Environmental Facilities, with Figure H-1,
Exhibit I: Map of Property and Easements to be transferred,
Exhibit J: Amendment to Agreement for Transport of Leachate Through
City of Kent To Metro's West Valley Interceptor Sanitary Sewer
System, and
Exhibit K: Public Access and Utility Easement Agreement, and
Attachment A.



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Attachment 1

Form of
**MASTER AGREEMENT FOR
REAL PROPERTY AND ENVIRONMENTAL FACILITIES**

This MASTER AGREEMENT FOR REAL PROPERTY AND ENVIRONMENTAL FACILITIES ("Agreement") is entered into as of _____, 2004, between The City of Seattle, Washington, a municipal corporation of the State of Washington acting by and through Seattle Public Utilities ("Seattle"), and the City of Kent, Washington, a municipal corporation of the State of Washington ("Kent"). Seattle and Kent sometimes are referred to collectively as the "Parties."

RECITALS

A. Within the City of Kent, Seattle owns the former Kent Highlands Landfill (the "Landfill"), a Superfund site included on the National Priorities List that has been remediated by Seattle, as well as adjacent property currently used by Seattle to monitor its remediation of the Landfill.

B. The City of Kent has undertaken a road improvement project in Kent known as the South 228th Street Extension Project (the "Project"), and has formed Local Improvement District No. 353 ("LID No. 353") to provide partial funding for the Project. The Seattle-owned property in and adjacent to the Landfill is within the boundaries of LID No. 353 and is traversed by the Project. The general area of the Project and the Seattle property is shown on EXHIBIT I hereto. In order to accommodate the Project, Kent desires to purchase from Seattle a portion of the Seattle-owned property, as well as a slope easement. Seattle wishes to accommodate Kent's Project by selling to Kent the property that Kent needs. The "Project Area" and three "Slope Easement" areas shown on EXHIBIT I are the areas that Kent deems necessary for the Project.

C. In order to consolidate and better manage their property for the benefit of the public, Seattle and Kent also desire to convey to each other certain other property and easements near the Project. The properties that Seattle desires to convey to Kent are shown on EXHIBIT I as "Greenspace," "Riverbank" and "Frager Road." The Riverbank and Frager Road are referred to collectively as the "Frager Road Area." Since the Greenspace parcel consists largely of steep slopes and wetlands, the Parties agree that it should be retained in perpetuity as green or open space. Seattle also desires to convey to Kent a public access and utility easement, as shown in EXHIBIT I. The property within the Landfill that Kent desires to convey to Seattle is shown on EXHIBIT I as the "South Parcel."

D. Kent and Seattle recognize that the contemplated construction of the Project and transfers of real property/property interests will require decommissioning and, in some cases, relocating Seattle's Landfill gas monitoring facilities, as well as relocating a portion of a forcemain that conveys leachate from the Landfill to the King County sewer treatment plant (collectively, the "Environmental Facilities"). The parties also recognize that their March 24, 1977 "Agreement for Transport of Leachate through the City of Kent to Metro's West Valley



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Interceptor Sanitary Sewer System" (the "1977 Agreement") will need to be amended to reflect said relocation of the leachate forcemain.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. CONVEYANCE OF REAL PROPERTIES AND PROPERTY INTERESTS

The transaction contemplated under this Agreement involves multiple conveyances of property/property interests all by quitclaim deed, as follows:

A. Real properties/property interests to be deeded to Kent. Seattle shall convey to Kent fee interest with restrictions and reservations of easements in the Project Area, Greenspace, Frager Road and Riverbank, together with all improvements therein, and Seattle also shall convey a Slope Easement and Public Access and Utility Easement, as follows:

- (1) **Project Area**, the legal description of which is included in EXHIBIT A,
- (2) **Greenspace**, the legal description of which is included in EXHIBIT B,
- (3) **Frager Road Area**
 - a. **Frager Road**, the legal description of which is included in EXHIBIT C,
 - b. **Riverbank**, the legal description of which is included in EXHIBIT D,
- (4) **Slope Easement**, the legal description of which is included in EXHIBIT E, and
- (5) **Public Access and Utility Easement**, the legal description of which is included in EXHIBIT K.

B. Real property to be deeded to Seattle. Kent shall convey to Seattle a fee interest in the "South Parcel," the legal description for which is included in EXHIBIT F, together with all improvements therein.

C. General. All property and property interests identified in section 1.A are sometimes referred to collectively as the "Seattle Property." The property identified in section 1.B is sometimes referred to as the "Kent Property." In the event of any conflicts between the general property locations/depictions shown in EXHIBIT I or elsewhere and the legal descriptions contained in EXHIBITS A through F and K, the legal descriptions shall control.



2. DEPOSIT

Upon execution of this Agreement by both Seattle and Kent, Kent shall execute and deliver to Pacific Northwest Title Company of Washington, 116 Washington Avenue N., Kent, Washington 98032 ("Title Company"), Attn: Jean Johnson, Senior Escrow Officer, as escrow agent for the closing of this transaction, a promissory note (the "Earnest Money Note") in the amount of ten thousand dollars (\$10,000.00) in the form attached hereto as EXHIBIT G. The Earnest Money Note will be converted to cash within 21 calendar days of the mutual execution of this Agreement and will be paid or delivered as earnest money (the "Earnest Money") in part payment for the purchase price of the Property. The Deposit will be held by Title Company for the benefit of the parties pursuant to the terms of this Agreement. Interest will accrue on the Deposit for the benefit of Kent; provided, however, that if Kent forfeits the Deposit to Seattle pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seattle.

3. PURCHASE PRICE

As partial consideration for Seattle's conveyance of the Seattle Property, Kent shall pay Seattle, in cash through escrow at closing, Nine Hundred Thirty Five Thousand One Hundred Eighty Six Dollars (\$ 935,186.00) (the "Purchase Price"), of which the Earnest Money is a part. The Parties agree that the Purchase Price represents the negotiated net amount obtained after taking into account the fair market value of the Seattle Property, the value of the Kent Property, and the LID No. 353 assessments that Seattle would have owed on its remaining property, but for Kent's waiver of assessments under section 4.A of this Agreement.

4. ADDITIONAL CONSIDERATION/OTHER OBLIGATIONS

A. Waiver of LID No. 353 Assessments. As additional consideration for Seattle's conveyance of the Seattle Property, Kent hereby agrees to waive all LID No. 353 assessments against the following Seattle-owned real properties:

Parcel # 000200 0010	Parcel #000200 0011	Parcel #152204 9002
Parcel #152204 9065	Parcel #152204 9066	Parcel #726020 0115

Upon closing of property conveyances hereunder, the City of Kent shall treat all LID No. 353 assessments against the above parcels "PAID IN FULL," and there shall be no LID No. 353 payments made to Kent by Seattle in connection with any of these parcels. The City of Kent represents and warrants that it has the legal authority to waive LID No. 353 assessments as set forth in this section.

B. Relocating/decommissioning of Environmental Facilities. The Parties' agreement as to responsibilities and costs associated with decommissioning and/or relocating the Environmental Facilities is set forth in EXHIBIT H to this Agreement.



C. Indemnification. Kent shall indemnify and hold harmless Seattle from all Incremental Costs that Seattle may incur from time to time after the Closing Date to conduct environmental monitoring, remediation activities or any "remedial action," as defined in the Model Toxics Control Act, RCW 70.105D.020(21) in the Project Area, Greenspace, Frager Road Area or Public Access and Utility Easement area (the "Environmental Activities"). As used herein, Incremental Costs shall mean the amount by which the total, actual costs of Environmental Activities exceeds the total cost that Seattle would have incurred for such Environmental Activities had the Project Area, Greenspace, Frager Road Area, Slope Easement Area or Public Access and Utility Easement Area remained undeveloped and not conveyed by Seattle to Kent.

D. Amendment of 1977 Agreement. No later than the Closing Date set forth in section 7.A, Kent and Seattle shall execute an amendment to the 1977 Agreement, substantially in the form set forth in EXHIBIT J hereto.

5. TITLE TO REAL PROPERTY

A. Conveyance

At closing, and except as set forth in the forms of quitclaim deed attached hereto as EXHIBITS A, B, C, and D, Seattle shall convey to Kent all of Seattle's right, title, and interest in the real properties legally described in said EXHIBITS. Likewise, at closing, Kent shall convey to Seattle by quitclaim deed in the form attached as EXHIBIT F all of Kent's right, title, and interest in the real property legally described in said EXHIBIT. Finally, Seattle shall also convey and quit claim to Kent at closing a Slope Easement and a Public Access and Utility Easement in the forms attached as EXHIBITS E and K, over the real property legally described in said EXHIBITS.

B. Preliminary commitment

Seattle may, at its option and at its expense, order a preliminary commitment for title insurance on the South Parcel, to be conveyed to Seattle by Kent. Seattle agrees to accept Kent's conveyance of the South Parcel subject to any and all encumbrances of record, except to the extent there exist any monetary encumbrances other than non-delinquent ad valorem property taxes. Kent hereby represents that there do not exist any such monetary encumbrances, and Kent hereby agrees to remove any such monetary encumbrances if they are found to exist.

Kent may, at its option and at its expense, order a preliminary commitment for title insurance on any one or all of the properties to be conveyed to Kent by Seattle. Kent agrees to accept Seattle's conveyances subject to any and all encumbrances of record, except to the extent there exist any monetary encumbrances other than non-delinquent ad valorem property taxes. Seattle hereby agrees to remove any such monetary encumbrances if they are found to exist.



6. CONDITIONS TO CLOSING

A. Kent's contingencies

Kent's obligation to purchase the Seattle Property and Kent's other obligations hereunder are expressly contingent upon the following:

(1) **Title Policy.** Kent's receipt of Title Company's firm commitment to issue to Kent at closing a standard coverage owner's policy of title insurance insuring Kent's title to the Seattle Property described in EXHIBITS A through D (the "Kent Title Policy") in the full amount of the Purchase Price, subject to any and all encumbrances of record other than monetary encumbrances excluding non-delinquent ad valorem property taxes. The Kent Title Policy must be dated as of the Closing Date.

(2) **Seattle's compliance.** Seattle's timely performance of all of its obligations under this Agreement; provided, Seattle will be given notice of any failure on its part to perform obligations pursuant to this Agreement and will have a period of time that is reasonable under the circumstance to cure its nonperformance.

B. Satisfaction/waiver of Kent's Contingencies

Kent's contingencies are solely for the benefit of Kent. If any of Kent's contingencies are not timely satisfied, Kent will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Kent elects to terminate this Agreement, the escrow will be terminated, the Deposit must immediately be returned to Kent, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

C. Seattle's contingencies

Seattle's obligation to purchase the Kent Property and Seattle's other obligations hereunder are expressly contingent upon the following:

(1) **Title Policy.** Seattle's receipt of Title Company's firm commitment to issue to Seattle at closing a standard coverage owner's policy of title insurance insuring Seattle's title to the Kent Property (the "Seattle Title Policy") in the amount of no more than \$32,500, subject to any and all encumbrances of record other than monetary encumbrances excluding non-delinquent ad valorem property taxes. The Seattle Title Policy must be dated as of the Closing Date.

(2) **Kent's compliance.** Kent's timely performance of all of its obligations under this Agreement; provided, Kent will be given notice of any failure on its part to perform obligations pursuant to this Agreement and will have a period of time that is reasonable under the circumstance to cure its nonperformance.



D. Satisfaction/waiver of Seattle's Contingencies

Seattle's contingencies are solely for the benefit of Seattle. If any of Seattle's contingencies are not timely satisfied, Seattle will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Seattle elects to terminate this Agreement, the escrow will be terminated, the Deposit must immediately be delivered to Seattle, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

7. CLOSING

A. Closing date

This transaction will be closed in escrow by Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of Pacific Northwest Title Escrow, 116 Washington Avenue N., Kent, Washington 98032. The parties shall work together diligently to accomplish closing as soon as possible after mutual execution of this Agreement, and in no event shall closing occur after June 15, 2004 (the "Closing Date"). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seattle and Kent, Escrow Agent will immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.

B. Closing

(1) Seattle's escrow deposits

On or before the Closing Date, Seattle shall deposit into escrow the following:

- (a) the duly executed and acknowledged Quitclaim Deeds in the forms attached to this Agreement as EXHIBITS A, B, C and D;
- (b) the duly executed and acknowledged Slope Easement and Public Access and Utility Easement substantially in the forms attached to this Agreement as EXHIBITS E and K;
- (c) duly executed and completed Real Estate Excise Tax Affidavits;
- (d) a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code;
- (e) a duly executed amendment to the 1977 Agreement substantially in the form set forth in EXHIBIT J;
- (f) any other documents or instruments that Seattle is obligated to provide hereunder to close this transaction; and



(g) a certificate reaffirming as of the Closing Date that all of Seattle's representations and warranties under this Agreement are true and correct.

(2) Kent's escrow deposits

On or before the Closing Date, Kent shall deposit into escrow the following:

(a) cash in an amount sufficient to pay the Purchase Price set forth in Section 3 of this Agreement less the Earnest Money then in escrow, plus Kent's share of closing costs;

(b) the duly executed and acknowledged Quitclaim Deed in the form attached to this Agreement as EXHIBIT F;

(c) duly executed and completed Real Estate Excise Tax Affidavits;

(d) a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code;

(e) a duly executed amendment to the 1977 Agreement substantially in the form attached hereto as EXHIBIT J;

(f) any other documents or instruments Kent is obligated to provide pursuant to this Agreement in order to close this transaction; and

(g) a certificate reaffirming as of the Closing Date that all of Kent's representations and warranties under this Agreement are true and accurate.

(3) Additional instruments and documentation

Seattle and Kent each shall deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the conveyances contemplated in this Agreement.

C. Closing costs

(1) Seattle's costs

Seattle shall pay the premium for the Seattle Title Policy (including any extended coverage and endorsements if elected by Seattle), plus the cost of recording the deed conveyed by Kent, plus one-half of Title Company's escrow fee.

(2) Kent's costs

Kent shall pay the premium for the Kent Title Policy (including any extended coverage and endorsements, if elected by Kent), plus the cost of recording the deeds and easements conveyed by Seattle, plus one-half of Title Company's escrow fee.



(3) Kent and Seattle acknowledge that, based on existing State law, they anticipate that real estate excise taxes will not be payable on any of the conveyances contemplated hereunder. If, however, such taxes are imposed, they will (a) cooperate in good faith to seek to obtain any relief, if available, from the obligation to pay such taxes and (b) each pay one-half of such taxes, if imposed.

8. ADJUSTMENTS AND PRORATIONS

All property taxes payable in the year of closing and assessments on the Seattle Property (excluding the Slope and Public Access and Utility Easements) and on the Kent Property, if any, will be prorated as of the Closing Date.

9. REPRESENTATIONS AND WARRANTIES

A. Seattle's representations and warranties

Seattle represents and warrants to Kent as follows:

(1) Seattle has full power and authority to convey the Seattle Property to Kent.

(2) Seattle is a municipal corporation duly organized and validly existing under the laws of the State of Washington. This Agreement and all documents executed by Seattle that are to be delivered to Kent at closing are, or at the time of closing will be, (i) duly authorized, executed and delivered by Seattle, (ii) legal, valid and binding obligations of Seattle, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which Seattle is a party or to which Seattle or any portion of the Seattle Property is subject.

(3) As of the date of this Agreement, Seattle is not aware of any default by Kent of any representation or warranty set forth in this Agreement.

(4) Except as set forth in this Section 9.A., Seattle makes no representations or warranties, express or implied, with respect to, and shall have no liability for: (a) the condition of the Seattle Property or any buildings, structures or improvements thereon, or the suitability, habitability, merchantability, or fitness of the Seattle Property for Kent's intended use or for any use whatsoever; (b) compliance with any applicable building, zoning or fire laws or regulations or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (c) the availability or existence of any water, sewer or other utility rights; (d) the presence of any hazardous substances on or under the Seattle Property or in any improvements thereon; (e) the accuracy or completeness of any plans and specifications, reports, or other materials provided to Kent; or (f) any other matter relating to the condition of the Seattle Property.



B. Kent's representations and warranties

Kent represents and warrants to Seattle as follows:

(1) Kent has full power and authority to convey the Kent Property to Seattle.

(2) Kent is a municipal corporation, duly organized and validly existing under the laws of the State of Washington. This Agreement and all documents executed by Kent that are to be delivered to Seattle at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by Kent, (ii) legal, valid and binding obligations of Kent, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which Kent is a party or to which Kent or any portion of the Kent Property is subject.

(3) As of the date of this Agreement, Kent is not aware of any default by Seattle of any representation or warranty set forth in this Agreement.

(4) Except as set forth in this Section 9.B., Kent makes no representations or warranties, express or implied, with respect to, and shall have no liability for: (a) the condition of the Kent Property or any buildings, structures or improvements thereon, or the suitability, habitability, merchantability, or fitness of the Kent Property for Seattle's intended use or for any use whatsoever; (b) compliance with any applicable building, zoning or fire laws or regulations or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (c) the availability or existence of any water, sewer or other utility rights; (d) the presence of any Hazardous Substances on or under the Kent Property or in any improvements thereon; (e) the accuracy or completeness of any plans and specifications, reports, or other materials provided to Seattle; or (f) any other matter relating to the condition of the Kent Property.

10. CONDITION OF PROPERTY

A. Kent hereby acknowledges that the Seattle Property borders or is in close proximity to the former Kent-Highlands Landfill ("Landfill"). Likewise, Seattle hereby acknowledges that the Kent Property is within the Landfill. The Parties further acknowledge that the Landfill has been placed by the United States Environmental Protection Agency on the National Priorities List of "Superfund" sites, that Seattle has conducted an investigation and environmental remediation of the Landfill, and that hazardous substances were detected in, under and around it. Kent agrees that each deed by which Kent reconveys any portion of the Seattle Property shall contain the notice provision shown in EXHIBITS A - E and K. Likewise, Seattle agrees that each deed by which Seattle reconveys any portion of the Kent Property shall contain the notice provision shown in EXHIBIT F.

B. Kent acknowledges and agrees that (1) Seattle has made available for Kent's review all documents in Seattle's possession relating to Seattle's investigation and remediation of the Landfill, (2) Kent has been afforded the opportunity to make such investigations and inspections of the Seattle Property and Seattle's records with respect to the Seattle Property and matters

related thereto as Kent desires, (3) Kent has had the opportunity to discover the impact, if any, of the Landfill on its intended use, development or resale of the Seattle Property, (4) Kent has entered into this Agreement on the basis of its own investigation of the physical condition of the Seattle Property, including subsurface conditions, (5) except as specifically set forth in Section 9.A, Seattle does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Seattle Property or any related matter, (6) subject to section 15, the Seattle Property is sold to Kent in an "AS IS" condition as of the Closing Date, (7) Kent assumes the risk that adverse physical conditions may not have been revealed by its investigation and took such risk into account in its decision to enter into this Agreement on the terms set forth herein, and (8) if the contingencies and conditions of closing set forth in Section 6.A are satisfied or waived, Kent will accept title to the Seattle Property "AS IS" subject to all defects and conditions, including such defects and conditions, if any, that may not have been revealed by Kent's investigation.

C. Seattle acknowledges and agrees that (1) Kent has made available for Seattle's review all documents in Kent's possession relating to any Kent activities with respect to investigation and remediation of the Landfill, (2) Seattle has been afforded the opportunity to make such investigations and inspections of the Kent Property and Kent's records with respect to the Kent Property and matters related thereto as Seattle desires, (3) Seattle has had the opportunity to discover the impact, if any, of the Landfill on its intended use, development or resale of the Kent Property, (4) Seattle has entered into this Agreement on the basis of its own investigation of the physical condition of the Kent Property, including subsurface conditions, (5) except as specifically set forth in Section 9.B, Kent does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Kent Property or any related matter, (6) subject to section 15, the Kent Property is sold to Seattle in an "AS IS" condition as of the Closing Date, (7) Seattle assumes the risk that adverse physical conditions may not have been revealed by its investigation and took such risk into account in its decision to enter into this Agreement on the terms set forth herein, and (8) if the contingencies and conditions of closing set forth in Section 6.B are satisfied or waived, Seattle will accept title to the Kent Property "AS IS" subject to all defects and conditions, including such defects and conditions, if any, that may not have been revealed by Seattle's investigation.

11. POSSESSION

At closing, Seattle shall deliver possession of the Project Area, Frager Road Area and Greenspace to Kent, and Kent shall deliver possession of the South Parcel to Seattle.

12. EVENTS OF DEFAULT

A. By Seattle

If there is an event of default under this Agreement by Seattle (including without limitation a breach of any representation, warranty or covenant, before or after closing), Kent will be entitled (1) in addition to all other remedies available at law or in equity, to seek specific performance of Seattle's obligations under this Agreement or (2) to terminate this Agreement by written notice to Seattle and Escrow Agent (if prior to closing). If Kent terminates this



Agreement, the escrow will be terminated, the entire Deposit must immediately be returned to Kent, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Seattle shall pay any costs of terminating the escrow and any cancellation fee for the preliminary commitment described in section 5.B(2).

B. By Kent

If there is an event of default under this Agreement by Kent (including without limitation a breach of any representation, warranty or covenant, before or after closing), Seattle will be entitled (1) in addition to all other remedies available at law or in equity, to seek specific performance of Kent's obligations under this Agreement or (2) to terminate this Agreement by written notice to Kent and Escrow Agent (if prior to closing). If Seattle terminates this Agreement prior to closing, the escrow will be terminated, the entire Deposit shall be forfeited to Seattle, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement and except that Kent shall pay any costs of terminating the escrow and any cancellation fee for the preliminary commitment described in section 5.B(1).

13. NOTICES

Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. Except as set forth in EXHIBIT H, all notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seattle: Seattle Public Utilities, RPS
700 Fifth Ave., Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018

with a copy to: Arlene Ragozin
City Attorney's Office
600 Fourth Ave., 4th Floor
P.O. Box 94769
Seattle, WA 98124-4769

Kent: Jerry McCaughan, Property Manager
City of Kent
220 Fourth Avenue South
Kent, WA 98032



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

with a copy to: Tom Brubaker
City Attorney, City of Kent
220 Fourth Avenue South
Kent, WA 98032

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same days as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

14. AMENDMENTS

This Agreement may be amended or modified only by a written instrument executed by Seattle and Kent.

15. RISK OF LOSS PRIOR TO CLOSING

Kent and Seattle (the "Parties") each agree to accept from the other in "as-is" condition the properties to be conveyed pursuant to this Agreement, except as follows. Only upon the occurrence prior to closing of a cataclysmic event (including but not limited to a landslide) that seriously damages or changes the character of a property to be acquired may the Party acquiring such property elect to terminate this Agreement. Further, a Party may only exercise such an election to terminate by providing written notice of termination to the other Party no later than (a) the seventh (7th) calendar day after the cataclysmic event, or (b) the Closing Date, whichever occurs first. In the event of termination pursuant to this section 15, the Parties shall attempt in good faith to negotiate an amendment to this Agreement in order to allow the Project to proceed with a modified acquisition by Kent of all or a portion of the Seattle Property.

16. CONTINUATION AND SURVIVAL OF AGREEMENT

All terms and conditions set forth in this Agreement (including without limitation all exhibits) are deemed to be material and shall survive the delivery of, and shall not merge with, the several deeds and transfers of title.

17. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

18. ENTIRE AGREEMENT

This Agreement, including recitals and exhibits, constitutes the entire agreement between the Parties with respect to the conveyance of the Seattle Property and the Kent Property and to all other obligations of the Parties set forth in this Agreement. This Agreement supersedes all



prior agreements and understandings between the Parties relating to the subject matter of this Agreement. All recitals and exhibits are by this reference made a part of this Agreement.

19. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

20. EMINENT DOMAIN

If at any time after the date of this Agreement either Party receives any notice of any state or federal condemnation proceedings, or other proceedings in the nature of eminent domain, it will promptly send a copy of such notice to the other Party. If all or any part of any of the properties to be conveyed by Seattle to Kent pursuant to this Agreement is taken by condemnation or eminent domain Kent may, upon written notice to Seattle, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to Kent, and neither party will have any further liability or obligation under this Agreement. If all or any portion of such properties has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, Seattle's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Seattle may have become entitled shall be assigned to Kent.

21. WAIVER

Neither Seattle's nor Kent's waiver of the breach of any covenant or obligation under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant or obligation.

22. NEGOTIATION AND CONSTRUCTION

This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

23. EXHIBITS

The following exhibits are part of this Agreement:

EXHIBIT A Form of Quit Claim Deed with Restrictions and Reservation, for conveyance of Project Area from Seattle to Kent

EXHIBIT B Form of Quit Claim Deed with Restrictions and Reservation, for conveyance of Greenspace from Seattle to Kent

EXHIBIT C Form of Quit Claim Deed with Restriction and Reservation, for conveyance of Frager Road from Seattle to Kent

EXHIBIT D Form of Quit Claim Deed with Restriction and Reservation, for conveyance of Riverbank from Seattle to Kent

EXHIBIT E Form of Slope Easement to be conveyed from Seattle to Kent



EXHIBIT F Form of Quit Claim Deed with Restriction, for conveyance of South Parcel from Kent to Seattle

EXHIBIT G Form of Earnest Money Note referenced in Section 2 of this Agreement

EXHIBIT H Agreement regarding relocation and decommissioning of Environmental Facilities.

EXHIBIT I Drawing depicting the general locations of the properties and easement areas conveyed pursuant to this Agreement

EXHIBIT J Form of amendment to 1977 Agreement

EXHIBIT K Form of Public Access and Utility Easement to be conveyed from Seattle to Kent

THE CITY OF SEATTLE

CITY OF KENT

Chuck Clarke
Director, Seattle Public Utilities

Tom Brubaker
City Attorney, City of Kent



EXHIBIT A

AFTER RECORDING MAIL TO:

Property Management
City of Kent
220 4th Avenue South
Kent, WA 98032

Reference Number of Related Document: N/A

Grantor(s): The City of Seattle, a Municipal Corporation

Grantee(s): The City of Kent, a Municipal Corporation

Abbreviated Legal Description: Portion of the Enos Cooper Donation Land Claim Number 38 and of Government Lot 8 and of the S½ of the NW¼ and of the NW¼ of the SW¼, all in Section 15, Township 22 North, Range 4 East, W.M.

Additional Legal Description is on Page(s) 5-6 of Document

Assessor's Property Tax Parcel or Account No.: Portions of the following tax parcels: 7260200115, 1522049066, 1522049065, 1522049002, 0002000010, 0002000011, and the benefited area 1522049008, 0002000005, 0002000022, 0002000023, 0002000001, 0002000003 or portions thereof.

Project: South 228th Street Extension, Project Area

QUIT CLAIM DEED WITH RESTRICTIONS AND RESERVATION

Grantor, THE CITY OF SEATTLE, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, conveys and quit claims to the CITY OF KENT, a Washington municipal corporation ("Grantee") the real estate, including any improvements therein and any after acquired title, situated in the County of King, State of Washington, and described in Attachment A attached and made a part hereto (the "Property"):

SUBJECT TO THE FOLLOWING:

1. NOTICE

GRANTEE ACKNOWLEDGES THAT IT HEREBY IS PLACED ON NOTICE THAT THE PROPERTY HEREIN CONVEYED BORDERS OR IS IN CLOSE PROXIMITY TO THE FORMER KENT HIGHLANDS LANDFILL, A SITE THAT HAS BEEN PLACED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON THE NATIONAL PRIORITIES LIST OF "SUPERFUND" SITES AND BY THE STATE OF WASHINGTON ON ITS LIST OF HAZARDOUS SITES.

Every future deed to transfer all or any portion of the Property shall include the above-stated notice and this paragraph. This notice provision shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of Grantor and, if different, The City of Seattle, its successors and assigns.



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2. RESERVATION OF EASEMENT

Grantor reserves to itself a perpetual easement over, under and across the Property for environmental monitoring and remediation activities related to the former Kent Highlands Landfill (as legally described in Attachment B, the "Benefited Property"), including without limitation inspection, operation, maintenance, repair and replacement of any gas probes and monitoring wells on the Property and any "remedial action," as defined in the Model Toxics Control Act, RCW 70.105D.020(21) (the "Purpose"). Grantor, its employees and agents shall have the right without prior institution of any suit or proceeding at law, at such time as it may determine, to enter upon the Property for the Purpose, without incurring any legal obligation or liability therefor. In the event that Grantor shall so enter the Property, Grantor shall: (i) notify Grantee at least thirty (30) days prior to beginning any activity on the Property that disturbs the surface of the ground or, in the event of an emergency, notify Grantee as soon as practicable and (ii) perform all activities on the Property in accordance with applicable laws and regulations. Except as stated herein, this easement is not intended to impose any legal or other responsibility on Grantor. By way of example only and without limiting the preceding sentence, Grantor shall have no responsibility for maintenance of the Property or payment of any taxes or assessments that may be levied against it. This easement and the rights and restrictions contained herein shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of the Benefited Property and Grantor, its successors and assigns.

3. RESTRICTIVE COVENANT

Except as provided herein, Grantee shall not divert or direct any surface water or groundwater flows from Grandview Park or the Property to the Benefited Property. To that end, with respect to managing surface water or groundwater from Grandview Park or the Property, Grantee shall neither take nor permit any action that (a) has the effect of increasing the annual volume of surface water or groundwater flows to Wetland 11 above the Current Condition or (b) diverts or directs an instantaneous (peak) flow greater than five (5) cubic feet per second to Wetland 11, unless flows in excess of five (5) cubic feet per second are necessary to maintain Wetland 11 in the Current Condition. Subject to the preceding sentence, Grantee may provide the minimum water flow necessary to maintain Wetland 11 in the Current Condition, but not more than such minimum water flow. In particular, Grantee may direct, through a flow splitter or other control mechanism, a portion of the water originating from Grandview Park to Wetland 11, provided that the remainder of the water from Grandview Park and all water flows resulting from the Project shall be directed along the Project roadway to Grantee's stormwater ponds other than Wetland 11, and shall not reach the Benefited Property.

For purposes of this restrictive covenant, the following definitions shall apply:

Current Condition shall mean the boundaries of Wetland 11 as delineated on Figure 22 (attached hereto as Attachment C) of the South 228th Street Extension Draft Environmental Impact Statement ("DEIS") dated November 22, 2000 and such water flows as are necessary to maintain the existing wetlands vegetation in Wetland 11 as documented in the DEIS.



Grandview Park shall mean the area so named and depicted on Figure 22 (attached hereto as Attachment C) of the DEIS.

Project shall mean the road improvement project undertaken by Grantee in the City of Kent known as the South 228th Street Extension Project.

Wetland 11 shall mean the area so named and depicted on Figure 22 (attached hereto as Attachment C) of the DEIS.

This restrictive covenant shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of Benefited Property and Grantor, its successors and assigns.

4. INDEMNIFICATION

To the extent permitted by law, Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors, of its rights under this Quit Claim Deed with Restrictions and Reservation or its obligations hereunder .

5. ENFORCEMENT

In the event of violation of the notice provision, easement or restrictive covenant in this Quit Claim Deed, Grantor shall be entitled to all remedies at law or in equity to enforce the notice provision, easement or restrictive covenant, as applicable, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this ____ day of _____, 2004.

THE CITY OF SEATTLE

Chuck Clarke, Director
Seattle Public Utilities



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ATTACHMENT A

That portion of Section 15, Township 22 North, Range 4 East, W.M., the Enos Cooper Donation Land Claim Number 38, and the unrecorded plat of Richard's Hy-Line Acres, all in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 15, from which point the northwest corner of said section bears N01°11'45"E 2628.00 feet distant, and from which point the southwest corner of said section bears S01°19'23"W 2630.04 feet distant; thence S89°51'38"E, along the east west center of section line of said Section 15, a distance of 897.77 feet to the TRUE POINT OF BEGINNING of the herein described tract of land; thence N24°44'21"W 53.34 feet; thence N20°12'27"E 43.53 feet to a point on a 1340.00 foot radius, circular curve to the left, from which point the center of said curve bears N24°42'56"W; thence northeasterly, along said curve, through a central angle of 2°23'08", an arc distance of 55.79 feet to a point of tangency; thence N62°53'56"E 355.76 feet to a point of tangency with a 1960.00 foot radius circular curve to the right; thence northeasterly, along said curve, through a central angle of 10°00'58", an arc distance of 342.64 feet; thence S65°09'08"E 615.63 feet; thence S23°56'42"E 162.95 feet to the east west center of section line of said Section 15; thence S89°51'38"E, along said center of section line, 449.78 feet to the center of said Section 15; thence N00°45'27"E, along the south center of section line of said Section 15, a distance of 340.02 feet to the north line of the south 340.00 feet of the northeast quarter of said Section 15; thence S89°51'38"E, along said north line, 325.02 feet to the east line of the west 325.00 feet of said northeast quarter; thence N00°45'27"E, along said east line, 185.01 feet to the north line of the south 525.00 feet of said northeast quarter; thence S89°51'38"E, along said north line, 855.38 feet to the southwesterly line of a tract of land conveyed to the City of Kent by Quit Claim Deed recorded under King County Recording Number 20020829000359; thence N35°03'17"W, along said southwesterly line, 142.81 feet to an angle point in said line; thence continuing along said southwesterly line, N55°45'57"W 257.43 feet to an angle point in the south line of said tract; thence N89°51'00"W, along the south line of said tract, 882.09 feet to the north south center of section line of said Section 15 and an angle point in the south line of said tract; thence continuing along the boundary of said tract and said north south center of section line, N00°45'27"E 26.30 feet to an angle point in the boundary of said tract, thence S89°10'13"W, along the boundary of said tract, 341.94 feet to the southwest corner thereof; thence N03°51'53"E, along the west boundary of said tract and its northerly prolongation, 197.49 feet to an angle point in the southerly boundary of Tract "R" as shown in that certain Record of Survey on file under King County Recording Number 19991123900001; thence N50°08'07"W, along said southerly boundary, 158.37 feet to an angle point in said southerly boundary, thence continuing along said southerly boundary and its southwesterly prolongation, S75°51'53"W 213.39 feet to the west line of the east half of the northeast quarter of the northwest quarter of said Section 15; thence S00°51'59"W, along said west line, 474.22 feet; thence S84°31'32"W 40.98 feet to a point of tangency with a 2050.00 foot radius circular curve to the left; thence southwesterly, along said curve, through a central angle of 18°03'57", an arc distance of 646.38 feet to the east line of the southwest quarter of the northwest quarter of said Section 15; thence N00°58'32"E, along said east line, 3.60 feet to the north line of the south 415.00 feet of said southwest quarter of the northwest quarter; thence N89°51'38"W, along said north line, to the centerline of a logging road as described in Statutory Warranty Deed recorded under King County Recording Number 8304010596, thence southwesterly, along said logging road centerline, to the northeasterly right of way line Military Road South; thence S24°44'21"E, along said northeasterly right of way line, to the northwest corner of Tract 20, in the unrecorded plat of Richards Hy-Line Acres, from which point the west quarter corner of said Section 15



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bears N89°44'01"W 876.63 feet distant; thence continuing along said northeasterly right of way line, S24°44'21"E 446.89 feet to the south line of the north 405.00 feet of said unrecorded plat; thence S89°44'01"E, along said south line, 22.07 feet to a point which bears S24°44'21"E from the TRUE POINT OF BEGINNING; thence N24°44'21"W 449.09 feet to the TRUE POINT OF BEGINNING.

Containing 1,101,811 square feet or 25.294 acres.

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ATTACHMENT B

Benefited Property

This land referred to in this description is situated in the county of King, state of Washington, and described as follows:

That portion of the west half of the northeast quarter of the southwest quarter of Section 15, Township 22 North, Range 4 East, W.M. in King County, Washington, lying north of Des Moines-Kent Highway; EXCEPT that portion conveyed to the State of Washington by Deed recorded April 29, 1959, under King County Recording Number 5025699.

ALSO:

That portion of the west 400 feet of the north 1436 feet of the south 1944 feet of Enos Cooper Donation Claim Number 38 lying north of the Kent-Des Moines pavement and being more particularly described as follows:

Beginning at the intersection of the west line of said Donation Claim with the north boundary of the Kent-Des Moines pavement right of way;
thence northerly along west boundary line of Donation Claim Number 38 a distance of 450 feet;
thence easterly a distance of 400 feet;
thence southerly a distance of 220 feet;
thence south $36^{\circ}00'$ west a distant of 440 feet more or less to a point on the north right of way boundary of the Kent-Des Moines pavement;
thence northwesterly along said north right of way boundary to the point of beginning; EXCEPT that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

That portion of the Enos Cooper Donation Claim lying within the southeast quarter of Section 15, Township 22 North, Range 4 East, W.M. King County Washington, described as follows:

Beginning at a point of intersection with the centerline of Kent-Des Moines Highway and the south line of the north half of said subdivision;
thence southerly along said centerline a distance of 135.48 feet;
thence north $62^{\circ}30'00''$ east 30 feet to the true point of beginning;
thence continuing north $62^{\circ}30'00''$ east 525 feet;
thence northwesterly on a curve to the left and running parallel with the proposed northeasterly margin of SR 516 (as shown on that certain map dated May 8, 1969, Sheet 2 of 11 sheets, Jct. SR 5 to/Jct. SR 167 MP 2.21 to MP 4.83) to the west line of said Donation Claim;
thence south along the west line of said Donation Claim to the Centerline of said Highway;
thence southeasterly to a point which bears south $62^{\circ}30'00''$ west from the True Point of Beginning;
thence north $62^{\circ}30'00''$ east 30 feet to the true point of beginning;
EXCEPT that portion defined as follows: Beginning at a point of intersection of the west line of the Cooper Donation Claim with the north margin of SSH 5A (Kent-Des Moines Hwy) being the true point of beginning of exception herein described;

Page 7 of Exhibit A

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thence north along said Donation Claim Line 450 feet;
thence easterly a distance of 400 feet;
thence south parallel with the west line of said Donation Claim Line 220 feet;
thence south 36° west 440 feet more or less to northerly margin of SSH 5A;
thence northwesterly along the northerly margin of SSH 5A to the True Point of Beginning of
exception herein described;
AND ALSO EXCEPT
that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

Portion of the east one-half of the northeast one-quarter of the southwest one-quarter of Section 15,
Township 22 North, Range 4 East, W.M., lying northerly of State Route 516 (Kent-Des Moines
Highway;) **ALSO**

That portion of the Donation Land Claim of the heirs at law of Enos Cooper, deceased, designated as
Claim Number 38, in the southeast one-quarter of Section 15, Township 22 North, Range 4 East,
W.M., in King County, Washington, lying north of a line 408 feet north of and parallel to the south
line of said Claim;

EXCEPT that portion conveyed to King County, by deed dated July 14, 1934, recorded July 30,
1934 in Volume 1591 of Deeds, page 612, under Recording Number 2812324;

EXCEPT portion condemned in Superior Court Cause Number 748518 for SR-516;

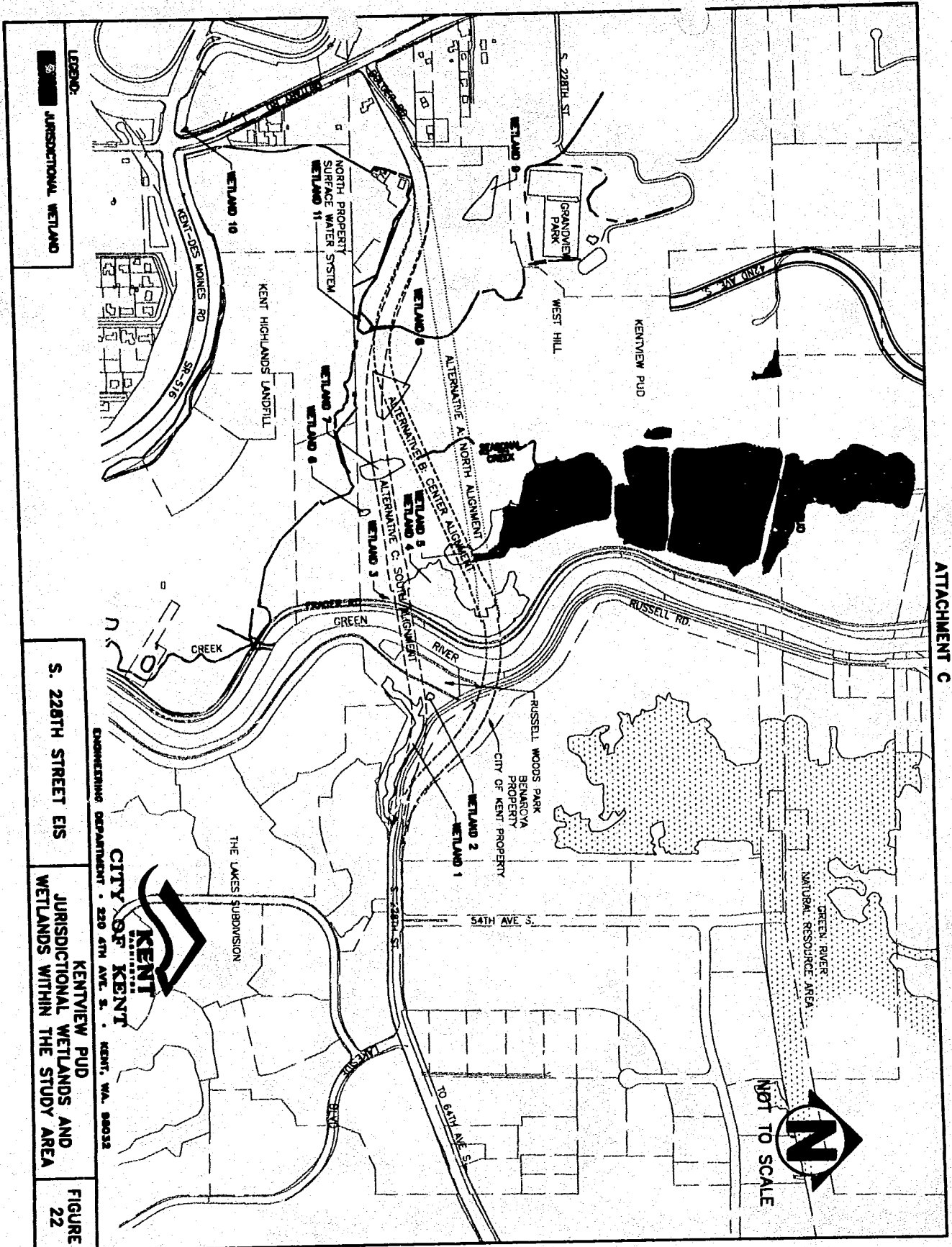
EXCEPT that portion conveyed to the City of Seattle by Deed recorded under Recording Number
7705020771;

AND EXCEPT that portion conveyed to the City of Kent by deed recorded under Recording
Number 7105280484. **ALSO**

Government Lot 10, Section 15, Township 22 North, Range 4 East, W.M., in King County,
Washington; lying north of SR-516 as condemned in Superior Court Cause Number 748518.

**NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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S. 228TH STREET EIS

KENTVIEW PUD
JURISDICTIONAL WETLANDS AND
WETLANDS WITHIN THE STUDY AREA

FIGURE
22

ENGINEERING DEPARTMENT • 220 4TH AVE. S. • KENT, WA. 98032



EXHIBIT B

AFTER RECORDING MAIL TO:

Property Management
City of Kent
220 4th Avenue South
Kent, WA 98032

Reference Number of Related Document: N/A

Grantor(s): The City of Seattle, a Municipal Corporation

Grantee(s): City of Kent, a Municipal Corporation

Abbreviated Legal Description: Portion of Government Lot 8 in Section 15, Township 22 North, Range 4 East, W.M. and portion of the Enos Cooper Donation Land Claim Number 38, all in S $\frac{1}{2}$ of NE $\frac{1}{4}$ of said Section 15, Township 22 North, Range 4 East, W.M.

Additional Legal Description is on Page(s) 4 of Document

Assessor's Property Tax Parcel or Account No.: Portions of the following tax parcels: 0002000010, 0002000011, 1522049002 and the benefited area 7260200115, 1522049008, 0002000005, 0002000022, 0002000023, 0002000001, 0002000003 or portions thereof.

Project: South 228th Street Extension, Greenspace

QUIT CLAIM DEED WITH RESTRICTIONS AND RESERVATION

Grantor, THE CITY OF SEATTLE, a municipal corporation, for and in consideration of ten dollars (\$10.00) and mutual benefits derived, receipt of which is hereby acknowledged, conveys and quit claims to Grantee, the CITY OF KENT, the real estate, including any improvements therein and any after acquired title, situated in the County of King, State of Washington, and described in Attachment A attached and made a part hereto (the "Property").

SUBJECT TO THE FOLLOWING:

1. NOTICE

GRANTEE ACKNOWLEDGES THAT IT HEREBY IS PLACED ON NOTICE THAT THE PROPERTY HEREIN CONVEYED BORDERS OR IS IN CLOSE PROXIMITY TO THE FORMER KENT HIGHLANDS LANDFILL, A SITE THAT HAS BEEN PLACED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON THE NATIONAL PRIORITIES LIST OF "SUPERFUND" SITES AND BY THE STATE OF WASHINGTON ON ITS LIST OF HAZARDOUS SITES.

Every future deed to transfer all or any portion of the Property shall include the above-stated notice



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and this paragraph. This notice provision shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of Grantor and, if different, The City of Seattle, its successors and assigns. To the extent permitted by law, Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of Grantee's failure to fulfill its obligations under this notice provision.

2. RESERVATION OF EASEMENT

Grantor reserves to itself a perpetual easement over, under and across the Property for environmental monitoring and remediation activities related to the former Kent Highlands Landfill (as legally described in Attachment B, the "Benefited Property"), including without limitation inspection, operation, maintenance, repair and replacement of any gas probes and monitoring wells on the Property and any "remedial action," as defined in the Model Toxics Control Act, RCW 70.105D.020(21) (the "Purpose"). Grantor, its employees and agents shall have the right without prior institution of any suit or proceeding at law, at such time as it may determine, to enter upon the Property for the Purpose, without incurring any legal obligation or liability therefor. In the event that Grantor shall so enter the Property, Grantor shall: (i) notify Grantee at least thirty (30) days prior to beginning any activity on the Property that disturbs the surface of the ground or, in the event of an emergency, notify Grantee as soon as practicable and (ii) perform all activities on the Property in accordance with applicable laws and regulations. Except as stated herein, this easement is not intended to impose any legal or other responsibility on Grantor. By way of example only and without limiting the preceding sentence, Grantor shall have no responsibility for maintenance of the Property or payment of any taxes or assessments that may be levied against it. This easement and the rights and restrictions contained herein shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of the Benefited Property and Grantor, its successors and assigns.

3. RESTRICTIVE COVENANT

Grantee shall preserve the Property forever as green space or open space. To that end, Grantee shall not construct, install or place, and shall not permit any other party to construct, install or place, any improvement or structure on, over, across or under the Property without obtaining Grantor's prior written approval. Grantor's approval or disapproval shall reflect its assessment of the potential impact of the proposed improvement on the Kent Highlands Landfill and approval shall not unreasonably be withheld or delayed. Notwithstanding the foregoing, Grantee may construct and install trails, signage and interpretive facilities on the Property. This restrictive covenant, and the rights and restrictions contained herein, shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of the Benefited Property and Grantor, its successors and assigns.

4. ENFORCEMENT

In the event of violation of the notice provision or restrictive covenant in this Quit Claim Deed, Grantor shall be entitled to all remedies at law or in equity to enforce the notice provision, easement or restrictive covenant, as applicable, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this ____ day of _____, 2004.

THE CITY OF SEATTLE

Chuck Clarke, Director
Seattle Public Utilities

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck Clarke, known to me to be the Director of Seattle Public Utilities of The City of Seattle, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, and for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____



ATTACHMENT A

That portion of Section 15, Township 22 North, Range 4 East, W.M. and the Enos Cooper Donation Land Claim Number 38, all in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 15, from which point the northwest corner of said section bears $N01^{\circ}11'45''E$ 2628.00 feet distant, and from which point the southwest corner of said section bears $S01^{\circ}19'23''W$ 2630.04 feet distant; thence $S89^{\circ}51'38''E$, along the east west center of section line of said Section 15, a distance of 897.77 feet; thence $N24^{\circ}44'21''W$ 53.34 feet; thence $N20^{\circ}12'27''E$ 43.53 feet to a point on a 1340.00 foot radius, circular curve to the left, from which point the center of said curve bears $N24^{\circ}42'56''W$; thence northeasterly, along said curve, through a central angle of $2^{\circ}23'08''$, an arc distance of 55.79 feet to a point of tangency; thence $N62^{\circ}53'56''E$ 355.76 feet to a point of tangency with a 1960.00 foot radius circular curve to the right; thence northeasterly, along said curve, through a central angle of $10^{\circ}00'58''$, an arc distance of 342.64 feet; thence $S65^{\circ}09'08''E$ 615.63 feet; thence $S23^{\circ}56'42''E$ 162.95 feet to the east west center of section line of said Section 15; thence $S89^{\circ}51'38''E$, along said center of section line, 449.78 feet to the center of said Section 15 and the TRUE POINT OF BEGINNING of the herein described tract; thence $N00^{\circ}45'27''E$, along the north south center of section line of said Section 15, a distance of 340.02 feet to the north line of the south 340.00 feet of the northeast quarter of said Section 15; thence $S89^{\circ}51'38''E$, along said north line, 325.02 feet to the east line of the west 325.00 feet of said northeast quarter; thence $N00^{\circ}45'27''E$, along said east line, 185.01 feet to the north line of the south 525.00 feet of said northeast quarter; thence $S89^{\circ}51'38''E$, along said north line, 855.38 feet to the southwesterly line of a tract of land conveyed to the City of Kent by Quit Claim Deed recorded under King County Recording Number 20020829000359; thence $S35^{\circ}03'17''E$, along said southwesterly line, 222.19 feet to an angle point in said line; thence continuing along said southwesterly line, $N84^{\circ}32'23''E$ 258.86 feet to the westerly margin of Frager Road; thence southerly, along said westerly margin, the following courses and distances; thence $S21^{\circ}16'42''W$ 2.79 feet; thence $S25^{\circ}55'53''W$ 100.88 feet; thence $S16^{\circ}55'10''W$ 100.49 feet; thence $S06^{\circ}26'08''W$ 102.17 feet; thence $S00^{\circ}15'54''W$ 77.49 feet to the east-west center of section line of said Section 15; thence $N89^{\circ}51'38''W$, along said center of section line, 1486.46 feet to the TRUE POINT OF BEGINNING.

Containing 685,927 square feet or 15.7467 acres.



ATTACHMENT B

Benefited Property

This land referred to in this description is situated in the county of King, state of Washington, and described as follows:

That portion of the west half of the northeast quarter of the southwest quarter of Section 15, Township 22 North, Range 4 East, W.M. in King County, Washington, lying north of Des Moines-Kent Highway; EXCEPT that portion conveyed to the State of Washington by Deed recorded April 29, 1959, under King County Recording Number 5025699.

ALSO:

That portion of the west 400 feet of the north 1436 feet of the south 1944 feet of Enos Cooper Donation Claim Number 38 lying north of the Kent-Des Moines pavement and being more particularly described as follows:

Beginning at the intersection of the west line of said Donation Claim with the north boundary of the Kent-Des Moines pavement right of way;
thence northerly along west boundary line of Donation Claim Number 38 a distance of 450 feet;
thence easterly a distance of 400 feet;
thence southerly a distance of 220 feet;
thence south 36°00' west a distance of 440 feet more or less to a point on the north right of way boundary of the Kent-Des Moines pavement;
thence northwesterly along said north right of way boundary to the point of beginning; EXCEPT that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

That portion of the Enos Cooper Donation Claim lying within the southeast quarter of Section 15, Township 22 North, Range 4 East, W.M. King County Washington, described as follows:

Beginning at a point of intersection with the centerline of Kent-Des Moines Highway and the south line of the north half of said subdivision;
thence southerly along said centerline a distance of 135.48 feet;
thence north 62°30'00" east 30 feet to the true point of beginning;
thence continuing north 62°30'00" east 525 feet;
thence northwesterly on a curve to the left and running parallel with the proposed northeasterly margin of SR 516 (as shown on that certain map dated May 8, 1969, Sheet 2 of 11 sheets, Jct. SR 5 to Jct. SR 167 MP 2.21 to MP 4.83) to the west line of said Donation Claim;
thence south along the west line of said Donation Claim to the Centerline of said Highway;
thence southeasterly to a point which bears south 62°30'00" west from the True Point of Beginning;
thence north 62°30'00" east 30 feet to the true point of beginning;
EXCEPT that portion defined as follows: Beginning at a point of intersection of the west line of the



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Cooper Donation Claim with the north margin of SSH 5A (Kent-Des Moines Hwy) being the true point of beginning of exception herein described;
thence north along said Donation Claim Line 450 feet;
thence easterly a distance of 400 feet;
thence south parallel with the west line of said Donation Claim Line 220 feet;
thence south 36° west 440 feet more or less to northerly margin of SSH 5A;
thence northwesterly along the northerly margin of SSH 5A to the True Point of Beginning of exception herein described;
AND ALSO EXCEPT
that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

Portion of the east one-half of the northeast one-quarter of the southwest one-quarter of Section 15, Township 22 North, Range 4 East, W.M., lying northerly of State Route 516 (Kent-Des Moines Highway,) ALSO

That portion of the Donation Land Claim of the heirs at law of Enos Cooper, deceased, designated as Claim Number 38, in the southeast one-quarter of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, lying north of a line 408 feet north of and parallel to the south line of said Claim;

EXCEPT that portion conveyed to King County, by deed dated July 14, 1934, recorded July 30, 1934 in Volume 1591 of Deeds, page 612, under Recording Number 2812324;

EXCEPT portion condemned in Superior Court Cause Number 748518 for SR-516;

EXCEPT that portion conveyed to the City of Seattle by Deed recorded under Recording Number 7705020771;

AND EXCEPT that portion conveyed to the City of Kent by deed recorded under Recording Number 7105280484. ALSO

Government Lot 10, Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington; lying north of SR-516 as condemned in Superior Court Cause Number 748518.



EXHIBIT C

AFTER RECORDING MAIL TO:

Property Management
City of Kent
220 4th Avenue South
Kent, WA 98032

Reference Number of Related Document: N/A
Grantor(s): The City of Seattle, a Municipal Corporation
Grantee(s): City of Kent, a Municipal Corporation
Abbreviated Legal Description: Portions of the Enos Cooper Donation Land Claim Number 38, in SE¼ of NE¼ and SE¼ of SE¼ of Section 15, Township 22 North, Range 4 East, W.M.
Additional Legal Description is on Page(s) 4 of Document
Assessor's Property Tax Parcel or Account No.: Portions of the following tax parcels: 1522049001, 0002000010, 1522049021, and the benefited area 7260200115, 1522049008, 1522049002, 0002000005, 0002000022, 0002000023, 0002000001, 0002000003 or portions thereof.

Project: South 228th Street Extension, Frager Road

QUIT CLAIM DEED WITH RESTRICTION AND RESERVATION

Grantor, THE CITY OF SEATTLE, a municipal corporation, for and in consideration of ten dollars (\$10.00) and mutual benefits derived, receipt of which is hereby acknowledged, conveys and quit claims to Grantee, the CITY OF KENT, the real estate, including any improvements therein and any after acquired title, situated in the County of King, State of Washington, and described in Attachment A attached and made a part hereto (the "Property").

SUBJECT TO THE FOLLOWING:

1. **NOTICE**

GRANTEE ACKNOWLEDGES THAT IT HEREBY IS PLACED ON NOTICE THAT THE PROPERTY HEREIN CONVEYED BORDERS OR IS IN CLOSE PROXIMITY TO THE FORMER KENT HIGHLANDS LANDFILL, A SITE THAT HAS BEEN PLACED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON THE NATIONAL PRIORITIES LIST OF "SUPERFUND" SITES AND STATE OF WASHINGTON LIST OF HAZARDOUS SITES.

Every future deed to transfer all or any portion of the Property shall include the above-stated notice and this paragraph. This notice provision shall run with the land, shall be binding upon the Property



and Grantee, its successors and assigns, and shall inure to the benefit of Grantor and, if different, The City of Seattle, its successors and assigns. To the extent permitted by law, Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of Grantee's failure to fulfill its obligations under this notice provision.

2. RESERVATION OF EASEMENT

Grantor reserves to itself a perpetual easement over, under and across the Property for environmental monitoring and remediation activities related to the former Kent Highlands Landfill (as legally described in Attachment B, the "Benefited Property"), including without limitation inspection, operation, maintenance, repair and replacement of any gas probes, monitoring wells or leachate line on the Property, and any "remedial action," as defined in the Model Toxics Control Act, RCW 70.105D.020(21) (the "Purpose"). Grantor, its employees and agents shall have the right without prior institution of any suit or proceeding at law, at such time as it may determine, to enter upon the Property for the Purpose, without incurring any legal obligation or liability therefor. In the event that Grantor shall so enter the Property, Grantor shall: (i) notify Grantee at least thirty (30) days prior to beginning any activity on the Property that disturbs the surface of the ground or, in the event of an emergency, notify Grantee as soon as practicable and (ii) perform all activities on the Property in accordance with applicable laws and regulations. Except as stated herein, this easement is not intended to impose any legal or other responsibility on Grantor. By way of example only and without limiting the preceding sentence, Grantor shall have no responsibility for maintenance of the Property or payment of any taxes or assessments that may be levied against it. This easement and the rights and restrictions contained herein shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of the Benefited Property and Grantor, its successors and assigns.

3. ENFORCEMENT

In the event of violation of the notice provision in this Quit Claim Deed with Restriction and Reservation, Grantor shall be entitled to all remedies at law or in equity to enforce the notice provision, easement or restrictive covenant, as applicable, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers
this _____ day of _____, 2004.

THE CITY OF SEATTLE

Chuck Clarke, Director
Seattle Public Utilities

STATE OF WASHINGTON)

)ss

COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn, personally
appeared Chuck Clarke, known to me to be the Director of Seattle Public Utilities of The City of
Seattle, the municipal corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said municipal corporation, and for the
uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said
instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____



ATTACHMENT A

A strip of land, 60.00 feet in width, within the Enos Cooper Donation Land Claim No. 38 in Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, said strip of land having 30.00 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 15, from which point the southwest corner of said Section bears S89°35'24"W; thence S88°59'57"E 2641.52 feet to the southeast corner of said Section 15 as shown on that certain Record of Survey in Volume 113 of Surveys, page 290, under King County Recording No. 9703199001; thence N88°59'57"W, along the south line of the southeast quarter of said Section 15, a distance of 214.50 feet; thence N01°00'03"E 221.76 feet to the southeast corner of the Enos Cooper Donation Land Claim No. 38 as shown on said survey; thence N02°07'48"E, along the east line of said donation land claim, 78.78 feet to the TRUE POINT OF BEGINNING of the herein described centerline; thence generally northerly, along said centerline, the following courses and distances;

thence N50°51'27"W 40.34 feet; thence N50°36'59"W 93.92 feet; thence N57°09'36"W 94.03 feet; thence N61°44'57"W 90.44 feet; thence N58°59'36"W 91.09 feet; thence N52°16'40"W 94.81 feet; thence N39°05'19"W 81.18 feet to the north line of the south 408.00 feet of said donation land claim and the terminus of the herein described centerline, said point being hereinafter referred to as point "A";

Together with a strip of land, 60.00 feet in width, within the Enos Cooper Donation Land Claim No. 38 having 30.00 feet on each side of the following described centerline

Commencing at aforesaid point "A"; thence N39°05'19"W 17.72 feet; thence N19°34'15"W 83.70 feet; thence N08°16'53"W 41.12 feet; thence N00°07'32"E 44.46 feet; thence N06°01'27"E 63.76 feet; thence N11°31'17"E 78.27 feet; thence N22°05'50"E 49.52 feet; thence N23°15'12"E 44.44 feet; thence N29°18'06"E 45.04 feet; thence N39°09'03"E 289.07 feet; thence N37°43'44"E 52.39 feet; thence N30°23'18"E 53.48 feet; thence N17°36'10"E 50.77 feet; thence N08°07'14"E 23.50 feet; thence N04°56'12"E 31.26 feet; thence N00°13'23"W 54.73 feet; thence N06°42'12"W 53.86 feet; thence N18°37'35"W 68.39 feet; thence N35°16'09"W 62.00 feet; thence N47°02'11"W 52.61 feet; thence N52°14'20"W 46.91 feet; thence N55°37'56"W 106.98 feet; thence N56°23'20"W 298.79 feet; thence N54°44'11"W 118.09 feet; thence N46°53'09"W 106.89 feet; thence N22°23'38"W 82.34 feet; thence N08°58'02"W 96.03 feet; thence N04°57'36"W 97.42 feet; thence N03°13'13"W 95.04 feet; thence N01°42'29"W 98.09 feet; thence N00°15'54"E 20.54 feet to the east-west center of section line of said Section 15 and the TRUE POINT OF BEGINNING of the herein described centerline; thence continuing N00°15'54"E 75.81 feet; thence N06°26'08"E 97.80 feet; thence N16°55'10"E 95.37 feet; thence N25°55'53"E 99.73 feet; thence N21°16'42"E 19.12 feet to the most southerly point on that certain centerline described in Quit Claim Deed recorded under King County Recording No. 19991001001950 and the terminus of the herein described centerline

Except those portions, if any, lying within the right of way of Frager Road.

The sidelines of said strip shall be extended or shortened, as required, to meet at angle points, the east line of the Enos Cooper Donation Land Claim No. 38, the north line of the south 408.00 feet thereof, the east-west center of section line of said Section 15 and the property described in the aforementioned Quit Claim Deed.



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ATTACHMENT B

Benefited Property

This land referred to in this description is situated in the county of King, state of Washington, and described as follows:

That portion of the west half of the northeast quarter of the southwest quarter of Section 15, Township 22 North, Range 4 East, W.M. in King County, Washington, lying north of Des Moines- Kent Highway; EXCEPT that portion conveyed to the State of Washington by Deed recorded April 29, 1959, under King County Recording Number 5025699.

ALSO:

That portion of the west 400 feet of the north 1436 feet of the south 1944 feet of Enos Cooper Donation Claim Number 38 lying north of the Kent-Des Moines pavement and being more particularly described as follows:

Beginning at the intersection of the west line of said Donation Claim with the north boundary of the Kent-Des Moines pavement right of way;
thence northerly along west boundary line of Donation Claim Number 38
a distance of 450 feet;
thence easterly a distance of 400 feet;
thence southerly a distance of 220 feet;
thence south $36^{\circ}00'$ west a distant of 440 feet more or less to
a point on the north right of way boundary of the Kent-Des Moines pavement;
thence northwesterly along said north right of way boundary to the point of beginning; EXCEPT that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

That portion of the Enos Cooper Donation Claim lying within the southeast quarter of Section 15, Township 22 North, Range 4 East, W.M. King County Washington, described as follows:

Beginning at a point of intersection with the centerline of Kent-Des Moines Highway and the south line of the north half of said subdivision;
thence southerly along said centerline a distance of 135.48 feet;
thence north $62^{\circ}30'00''$ east 30 feet to the true point of beginning;
thence continuing north $62^{\circ}30'00''$ east 525 feet;
thence northwesterly on a curve to the left and running parallel with the proposed northeasterly margin of SR 516 (as shown on that certain map dated May 8, 1969, Sheet 2 of 11 sheets, Jct. SR 5 to/Jct. SR 167 MP 2.21 to MP 4.83) to the west line of said Donation Claim;
thence south along the west line of said Donation Claim to the Centerline of said Highway;
thence southeasterly to a point which bears south $62^{\circ}30'00''$ west from the True Point of Beginning;
thence north $62^{\circ}30'00''$ east 30 feet to the true point of beginning;



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

EXCEPT that portion defined as follows: Beginning at a point of intersection of the west line of the Cooper Donation Claim with the north margin of SSH 5A (Kent-Des Moines Hwy) being the true point of beginning of exception herein described;
thence north along said Donation Claim Line 450 feet;
thence easterly a distance of 400 feet;
thence south parallel with the west line of said Donation Claim Line 220 feet;
thence south 36° west 440 feet more or less to northerly margin of SSH 5A;
thence northwesterly along the northerly margin of SSH 5A to the True Point of Beginning of exception herein described;
AND ALSO EXCEPT
that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

Portion of the east one-half of the northeast one-quarter of the southwest one-quarter of Section 15, Township 22 North, Range 4 East, W.M., lying northerly of State Route 516 (Kent-Des Moines Highway;) ALSO

That portion of the Donation Land Claim of the heirs at law of Enos Cooper, deceased, designated as Claim Number 38, in the southeast one-quarter of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, lying north of a line 408 feet north of and parallel to the south line of said Claim;

EXCEPT that portion conveyed to King County, by deed dated July 14, 1934, recorded July 30, 1934 in Volume 1591 of Deeds, page 612, under Recording Number 2812324;

EXCEPT portion condemned in Superior Court Cause Number 748518 for SR-516;

EXCEPT that portion conveyed to the City of Seattle by Deed recorded under Recording Number 7705020771;

AND EXCEPT that portion conveyed to the City of Kent by deed recorded under Recording Number 7105280484. ALSO

Government Lot 10, Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington; lying north of SR-516 as condemned in Superior Court Cause Number 748518.



EXHIBIT D

AFTER RECORDING MAIL TO:

Property Management
City of Kent
220 4th Avenue South
Kent, WA 98032

Reference Number of Related Document: N/A
Grantor(s): City of Seattle, a Municipal Corporation
Grantee(s): City of Kent, a Municipal Corporation
Abbreviated Legal Description: Portion of the Enos Cooper Donation Land Claim Number 38, in SE¼ of NE¼ of Section 15, Township 22 North, Range 4 East, W.M.
Additional Legal Description is on Page(s) 4 of Document
Assessor's Property Tax Parcel or Account No.: Portions of the following tax parcels 0002000001, 0002000010, 0002000021, and the benefited area 7260200115, 1522049008, 1522049002, 0002000005, 0002000022, 0002000023, 0002000003 or portions thereof.

Project: South 228th Street Extension, Riverbank

QUIT CLAIM DEED WITH RESTRICTION AND RESERVATION

Grantor, THE CITY OF SEATTLE, a municipal corporation, for and in consideration of ten dollars (\$10.00) and mutual benefits derived, receipt of which is hereby acknowledged, conveys and quit claims to Grantee, the CITY OF KENT, the real estate, including any improvements therein and any after acquired title, situated in the County of King, State of Washington, and described in Attachment A attached and made a part hereto (the "Property").

SUBJECT TO THE FOLLOWING:

1. **NOTICE**

GRANTEE ACKNOWLEDGES THAT IT HEREBY IS PLACED ON NOTICE THAT THE PROPERTY HEREIN CONVEYED BORDERS OR IS IN CLOSE PROXIMITY TO THE FORMER KENT HIGHLANDS LANDFILL, A SITE THAT HAS BEEN PLACED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON THE NATIONAL PRIORITIES LIST OF "SUPERFUND" SITES AND BY THE STATE OF WASHINGTON ON ITS LIST OF HAZARDOUS SITES.

Every future deed to transfer all or any portion of the Property shall include the above-stated notice and this paragraph. This notice provision shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of Grantor and, if different, The



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle, its successors and assigns. To the extent permitted by law, Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of Grantee's failure to fulfill its obligations under this notice provision.

2. RESERVATION OF EASEMENT

Grantor reserves to itself a perpetual easement over, under and across the Property for environmental monitoring and remediation activities related to the former Kent Highlands Landfill (as legally described in Attachment B, the "Benefited Property"), including without limitation inspection, operation, maintenance, repair and replacement of any gas probes, monitoring wells or leachate line on the Property, and any "remedial action," as defined in the Model Toxics Control Act, RCW 70.105D.020(21) (the "Purpose"). Grantor, its employees and agents shall have the right without prior institution of any suit or proceeding at law, at such time as it may determine, to enter upon the Property for the Purpose, without incurring any legal obligation or liability therefor. In the event that Grantor shall so enter the Property, Grantor shall: (i) notify Grantee at least thirty (30) days prior to beginning any activity on the Property that disturbs the surface of the ground or, in the event of an emergency, notify Grantee as soon as practicable and (ii) perform all activities on the Property in accordance with applicable laws and regulations. Except as stated herein, this easement is not intended to impose any legal or other responsibility on Grantor. By way of example only and without limiting the preceding sentence, Grantor shall have no responsibility for maintenance of the Property or payment of any taxes or assessments that may be levied against it. This easement and the rights and restrictions contained herein shall run with the land, shall be binding upon the Property and Grantee, its successors and assigns, and shall inure to the benefit of the Benefited Property and Grantor, its successors and assigns.

3. ENFORCEMENT

In the event of violation of the notice provision in this Quit Claim Deed with Restriction and Reservation, Grantor shall be entitled to all remedies at law or in equity to enforce the notice provision, easement or restrictive covenant, as applicable, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers
this ____ day of _____, 2004.

THE CITY OF SEATTLE

Chuck Clarke, Director
Seattle Public Utilities

STATE OF WASHINGTON)

)ss

COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn, personally
appeared Chuck Clarke, known to me to be the Director of Seattle Public Utilities of The City of
Seattle, the municipal corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said municipal corporation, and for the
uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said
instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____



ATTACHMENT A

That portion of the Enos Cooper Donation Land Claim No. 38 in Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, lying easterly of a strip of land, 60.00 feet in width, said strip of land having 30.00 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 15, from which point the southwest corner of said Section bears S89°35'24"W; thence S88°59'57"E 2641.52 feet to the southeast corner of said Section 15 as shown on that certain Record of Survey in Volume 113 of Surveys, page 290, under King County Recording No. 9703199001; thence N88°59'57"W, along the south line of the southeast quarter of said Section 15, a distance of 214.50 feet; thence N01°00'03"E 221.76 feet to the southeast corner of the Enos Cooper Donation Land Claim No. 38 as shown on said survey; thence N02°07'48"E, along the east line of said donation land claim, 78.78 feet; thence N50°51'27"W 40.34 feet; thence N50°36'59"W 93.92 feet; thence N57°09'36"W 94.03 feet; thence N61°44'57"W 90.44 feet; thence N58°59'36"W 91.09 feet; thence N52°16'40"W 94.81 feet; thence N39°05'19"W 98.90 feet; thence N19°34'15"W 83.70 feet; thence N08°16'53"W 41.12 feet; thence N00°07'32"E 44.46 feet; thence N06°01'27"E 63.76 feet; thence N11°31'17"E 78.27 feet; thence N22°05'50"E 49.52 feet; thence N23°15'12"E 44.44 feet; thence N29°18'06"E 45.04 feet; thence N39°09'03"E 289.07 feet; thence N37°43'44"E 52.39 feet; thence N30°23'18"E 53.48 feet; thence N17°36'10"E 50.77 feet; thence N08°07'14"E 23.50 feet; thence N04°56'12"E 31.26 feet; thence N00°13'23"W 54.73 feet; thence N06°42'12"W 53.86 feet; thence N18°37'35"W 68.39 feet; thence N35°16'09"W 62.00 feet; thence N47°02'11"W 52.61 feet; thence N52°14'20"W 46.91 feet; thence N55°37'56"W 106.98 feet; thence N56°23'20"W 298.79 feet; thence N54°44'11"W 118.09 feet; thence N46°53'09"W 106.89 feet; thence N22°23'38"W 82.34 feet; thence N08°58'02"W 96.03 feet; thence N04°57'36"W 97.42 feet; thence N03°13'13"W 95.04 feet; thence N01°42'29"W 98.09 feet; thence N00°15'54"E 20.54 feet to the east-west center of section line of said Section 15 and the TRUE POINT OF BEGINNING of the herein described centerline; thence continuing N00°15'54"E 75.81 feet; thence N06°26'08"E 97.80 feet; thence N16°55'10"E 95.37 feet; thence N25°55'53"E 99.73 feet; thence N21°16'42"E 19.12 feet to the most southerly point on that certain centerline described in Quit Claim Deed recorded under King County Recording No. 19991001001950 and the terminus of the herein described centerline.

The sidelines of said strip shall be extended or shortened, as required, to meet at angle points, the east-west center of section line of said Section 15 and the property described in the aforementioned Quit Claim Deed.

Except those portions, if any, lying within the right of way of Frager Road.



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ATTACHMENT B

This land referred to in this description is situated in the county of King, state of Washington, and described as follows:

That portion of the west half of the northeast quarter of the southwest quarter of Section 15, Township 22 North, Range 4 East, W.M. in King County, Washington, lying north of Des Moines-Kent Highway; EXCEPT that portion conveyed to the State of Washington by Deed recorded April 29, 1959, under King County Recording Number 5025699.

ALSO:

That portion of the west 400 feet of the north 1436 feet of the south 1944 feet of Enos Cooper Donation Claim Number 38 lying north of the Kent-Des Moines pavement and being more particularly described as follows:

Beginning at the intersection of the west line of said Donation Claim with the north boundary of the Kent-Des Moines pavement right of way;
thence northerly along west boundary line of Donation Claim Number 38 a distance of 450 feet;
thence easterly a distance of 400 feet;
thence southerly a distance of 220 feet;
thence south $36^{\circ}00'$ west a distant of 440 feet more or less to a point on the north right of way boundary of the Kent-Des Moines pavement;
thence northwesterly along said north right of way boundary to the point of beginning; EXCEPT that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

That portion of the Enos Cooper Donation Claim lying within the southeast quarter of Section 15, Township 22 North, Range 4 East, W.M. King County Washington, described as follows:

Beginning at a point of intersection with the centerline of Kent-Des Moines Highway and the south line of the north half of said subdivision;
thence southerly along said centerline a distance of 135.48 feet;
thence north $62^{\circ}30'00''$ east 30 feet to the true point of beginning;
thence continuing north $62^{\circ}30'00''$ east 525 feet;
thence northwesterly on a curve to the left and running parallel with the proposed northeasterly margin of SR 516 (as shown on that certain map dated May 8, 1969, Sheet 2 of 11 sheets, Jct. SR 5 to/Jct. SR 167 MP 2.21 to MP 4.83) to the west line of said Donation Claim;
thence south along the west line of said Donation Claim to the Centerline of said Highway;
thence southeasterly to a point which bears south $62^{\circ}30'00''$ west from the True Point of Beginning;
thence north $62^{\circ}30'00''$ east 30 feet to the true point of beginning;
EXCEPT that portion defined as follows: Beginning at a point of intersection of the west line of the Cooper Donation Claim with the north margin of SSH 5A (Kent-Des Moines Hwy) being the true point of beginning of exception herein described;
thence north along said Donation Claim Line 450 feet;

thence easterly a distance of 400 feet;
thence south parallel with the west line of said Donation Claim Line 220 feet;
thence south 36° west 440 feet more or less to northerly margin of SSH 5A;
thence northwesterly along the northerly margin of SSH 5A to the True Point of Beginning of
exception herein described;
AND ALSO EXCEPT
that portion lying southerly of said northeasterly margin of said SR 516.

ALSO:

Portion of the east one-half of the northeast one-quarter of the southwest one-quarter of Section 15,
Township 22 North, Range 4 East, W.M., lying northerly of State Route 516 (Kent-Des Moines
Highway;) **ALSO**

That portion of the Donation Land Claim of the heirs at law of Enos Cooper, deceased, designated as
Claim Number 38, in the southeast one-quarter of Section 15, Township 22 North, Range 4 East,
W.M., in King County, Washington, lying north of a line 408 feet north of and parallel to the south
line of said Claim;

EXCEPT that portion conveyed to King County, by deed dated July 14, 1934, recorded July 30,
1934 in Volume 1591 of Deeds, page 612, under Recording Number 2812324;

EXCEPT portion condemned in Superior Court Cause Number 748518 for SR-516;

EXCEPT that portion conveyed to the City of Seattle by Deed recorded under Recording Number
7705020771;

AND EXCEPT that portion conveyed to the City of Kent by deed recorded under Recording
Number 7105280484. **ALSO**

Government Lot 10, Section 15, Township 22 North, Range 4 East, W.M., in King County,
Washington; lying north of SR-516 as condemned in Superior Court Cause Number 748518.

EXHIBIT E

AFTER RECORDING MAIL TO:

Property Management
City of Kent
220 4th Avenue South
Kent, WA 98032

Reference Number of Related Document: N/A

Grantor(s): City of Seattle

Grantee(s): City of Kent

Abbreviated Legal Description: Portions of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 15, Township 22 North, Range 4
East, W.M.

Additional Legal Description is on Page(s) 4-5 of Document

Assessor's Property Tax Parcel or Account No.: 1522049066

Project: South 228th Street Extension, Slope Easement

SLOPE EASEMENT

Grantor, THE CITY OF SEATTLE, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, conveys and quit claims to the City of Kent, a Washington municipal corporation ("Grantee"), and its successors and assigns, a perpetual easement for the purpose of constructing and maintaining public right-of-way slopes in excavation and/or embankment over, under, through, across and upon the real property situated in King County, Washington and described in Attachment A attached and made a part hereto (the "Easement Area").

SUBJECT TO THE FOLLOWING:

1. NOTICE

GRANTEE ACKNOWLEDGES THAT IT HEREBY IS PLACED ON NOTICE THAT THE EASEMENT HEREIN CONVEYED BORDERS OR IS IN CLOSE PROXIMITY TO THE FORMER KENT HIGHLANDS LANDFILL, A SITE THAT HAS BEEN PLACED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON THE NATIONAL PRIORITIES LIST OF "SUPERFUND" SITES AND BY THE STATE OF WASHINGTON ON ITS LIST OF HAZARDOUS SITES.



2. Grantee shall at all times exercise its rights under this easement in accordance with applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the Easement Area in its present physical condition, AS IS. To the extent permitted by law, Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement or Grantee's obligations hereunder.

3. This Slope Easement shall be a covenant running with the land, and shall bind Grantor's successors and assigns and all future owners of the real property affected by this easement.

4. Grantee may not assign its rights under this Slope Easement without the written consent of Grantor.

5. In the event of violation of the terms of in this Slope Easement, Grantor shall be entitled to all remedies at law or in equity, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.

Dated this _____ day of _____, 2004.

THE CITY OF SEATTLE

**Chuck Clarke, Director
Seattle Public Utilities**



STATE OF WASHINGTON)

)ss

COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck Clarke known to me to be the Director of Seattle Public Utilities of The City of Seattle, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, and for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this __ day of _____, 2004.

Print name: _____

Notary Public in and for the State
of Washington, residing at: _____

My commission expires _____

ATTACHMENT A

That portion of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 15, from which point the northwest corner of said section bears $N01^{\circ}11'45''E$ 2628.00 feet distant, and from which point the southwest corner of said section bears $S01^{\circ}19'23''W$ 2630.04 feet distant; thence $S89^{\circ}51'38''E$, along the east west center of section line of said Section 15, a distance of 897.77 feet; thence $N24^{\circ}44'21''W$ 53.34 feet; thence $N20^{\circ}12'27''E$ 43.53 feet to a point on a 1340.00 foot radius, circular curve to the left, from which point the center of said curve bears $N24^{\circ}42'33''W$, and the TRUE POINT OF BEGINNING of the herein described tract of land; thence northeasterly, along said curve, through a central angle of $2^{\circ}23'31''$, an arc distance of 55.79 feet to a point of tangency; thence $N62^{\circ}53'56''E$ 54.79 feet; thence $S27^{\circ}06'04''E$ 22.52 feet; thence $S62^{\circ}53'52''W$ 136.24 feet to a point which bears $S20^{\circ}12'27''W$ from the TRUE POINT OF BEGINNING; thence $N20^{\circ}12'27''E$ 34.93 feet to the TRUE POINT OF BEGINNING.

Containing 2816 square feet or .065 acres; together with

That portion of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 15, from which point the northwest corner of said section bears $N01^{\circ}11'45''E$ 2628.00 feet distant, and from which point the southwest corner of said section bears $S01^{\circ}19'23''W$ 2630.04 feet distant; thence $S89^{\circ}51'38''E$, along the east west center of section line of said Section 15, a distance of 897.77 feet; thence $N24^{\circ}44'21''W$ 53.34 feet; thence $N20^{\circ}12'27''E$ 43.53 feet to a point on a 1340.00 foot radius, circular curve to the left, from which point the center of said curve bears $N24^{\circ}42'56''W$; thence northeasterly, along said curve, through a central angle of $2^{\circ}23'08''$, an arc distance of 55.79 feet to a point of tangency; thence $N62^{\circ}53'56''E$ 137.49 feet to the TRUE POINT OF BEGINNING of the herein described tract of land; thence continuing $N62^{\circ}53'56''E$ 218.27 feet to a point of tangency with a 1960.00 foot radius curve to the right; thence northeasterly, along said curve, through a central angle of $10^{\circ}00'58''$, an arc distance of 342.64 feet; thence $S65^{\circ}09'08''E$ 1.81 feet; thence $S61^{\circ}59'54''W$ 139.68 feet; thence $S60^{\circ}50'45''W$ 343.27 feet; thence $S74^{\circ}24'16''W$ 79.16 feet; thence $N27^{\circ}06'04''W$ 30.00 feet to the TRUE POINT OF BEGINNING.

Containing 17,644 square feet or 0.405 acres; together with

That portion of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 15, from which point the northwest corner of said section bears $N01^{\circ}11'45''E$ 2628.00 feet distant, and from which point the southwest corner of said section bears $S01^{\circ}19'23''W$ 2630.04 feet distant; thence $S89^{\circ}51'38''E$, along the east west center of

section line of said Section 15, a distance of 897.77 feet; thence N24°44'21"W 53.34 feet; thence N20°12'27"E 43.53 feet to a point on a 1340.00 foot radius, circular curve to the left, from which point the center of said curve bears N24°42'56"W; thence northeasterly, along said curve, through a central angle of 2°23'08", an arc distance of 55.79 feet to a point of tangency; thence N62°53'56"E 355.76 feet; thence N27°06'04"W 40.00 feet to a point on a 2000.00 foot radius circular curve to the right from which point the center of said curve bears S27°06'04"E; thence northeasterly, along said curve, through a central angle of 21°37'36", an arc distance of 754.91 feet; thence N05°28'28"W 50.00 feet to the TRUE POINT OF BEGINNING, said point being on a 2050.00 foot radius, circular curve to the left from which point the center of said curve bears S05°28'28"E; thence southwesterly along said curve, through a central angle of 6°11'56", an arc distance of 221.79 feet; thence N75°53'04"E 268.54 feet to the west line of the east half of the northeast quarter of the northwest quarter of said Section 15; thence S00°51'59"W, along said west line, 28.54 feet to a point that bears N84°31'32"E from the TRUE POINT OF BEGINNING; thence S84°31'32"W 40.98 feet to the TRUE POINT OF BEGINNING.

Containing 3012 square feet.

EXHIBIT F

AFTER RECORDING MAIL TO:

City of Seattle
Seattle Public Utilities
Real Estate Services
700 5th Ave, Suite 4900
PO Box 34018
Seattle WA 98124-4018

Reference Number of Related Document: N/A
Grantor(s): City of KENT, a Municipal Corporation
Grantee(s): City of SEATTLE, a Municipal Corporation
Abbreviated Legal Description: Portion of the Enos Cooper Donation Land Claim Number 38, in the NW¼ of the SE¼ of Section 15, Township 22 North, Range 4 East, W.M.
Additional Legal Description is on Page(s) 4 of Document
Assessor's Property Tax Parcel or Account No.: All of Tax lot 0002000022 and the benefited area 7260200115, 1522049008, 1522049002, 0002000005, 0002000023, 0002000001, 0002000003 or portions thereof.

Project: South 228th Street Extension, South Parcel

QUIT CLAIM DEED WITH RESTRICTION

Grantor, THE CITY OF KENT, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10.00) and mutual benefits derived, receipt of which is hereby acknowledged, conveys and quit claims to Grantee, THE CITY OF SEATTLE, the real estate, including any improvements therein and any after acquired title, situated in the County of King, State of Washington, and described in Attachment A attached and made a part hereto (the "Property").

SUBJECT TO THE FOLLOWING:

1. NOTICE

GRANTEE ACKNOWLEDGES THAT IT HEREBY IS PLACED ON NOTICE THAT THE PROPERTY HEREIN CONVEYED IS WITHIN THE FORMER KENT HIGHLANDS LANDFILL, A SITE THAT HAS BEEN PLACED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON THE NATIONAL PRIORITIES LIST OF "SUPERFUND" SITES.

Any future deed to transfer all or any portion of the Property shall include the above-stated notice

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Page 1 of Exhibit F



and this paragraph. This notice provision shall run with the land, and shall be binding upon the Property and Grantee, its successors and assigns and shall inure to the benefit of Grantor, its successors and assigns.

2. ENFORCEMENT

In the event of violation of the notice provision, Grantor shall be entitled to all remedies at law or in equity to enforce the notice provision, including without limitation bringing an action for injunctive relief or specific performance, it being recognized that monetary damages may not provide an adequate remedy to Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officers this ____ day of _____, 2004.

THE CITY OF KENT

Jim White, Mayor

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jim White, known to me to be the Mayor of The City of Kent, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, and for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____



ATTACHMENT A

THAT PORTION OF THE ENOS COOPER DONATION CLAIM LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DEFINED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE CENTERLINE OF KENT-DES MOINES HIGHWAY AND THE SOUTH LINE OF THE NORTH HALF OF SAID SUBDIVISION;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 135.48 FEET;

THENCE NORTH 62°30'00" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 62°30'00" EAST 525 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE LEFT AND RUNNING PARALLEL WITH THE PROPOSED NORTHEASTERLY MARGIN OF STATE ROUTE 516 (AS SHOWN ON THAT CERTAIN MAP DATED MAY 8, 1969, SHEET 2 OF 11 SHEETS, JUNCTION STATE ROUTE 5 TO JUNCTION STATE ROUTE 167 MILEPOST 2.21 TO MILEPOST 4.83) TO THE WEST LINE OF SAID DONATION CLAIM;

THENCE SOUTH ALONG THE WEST LINE OF SAID DONATION CLAIM TO THE CENTERLINE OF SAID HIGHWAY;

THENCE SOUTHEASTERLY TO A POINT WHICH BEARS SOUTH 62°30'00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 62°30'00" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DEFINED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE COOPER DONATION CLAIM WITH THE NORTH MARGIN OF SSH 5A (KENT-DES MOINES HIGHWAY) BEING THE TRUE POINT OF BEGINNING OF EXCEPTION HEREIN DESCRIBED;

THENCE NORTH ALONG SAID DONATION CLAIM LINE 450 FEET;

THENCE EAST AT RIGHT ANGLES TO SAID DONATION CLAIM LINE 400 FEET;

THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID DONATION CLAIM LINE 220 FEET;

THENCE SOUTH 36° WEST 440 FEET MORE OR LESS TO NORTHERLY MARGIN OF SSH 5A;

THENCE NORTHWESTERLY ALONG THE NORTHERLY MARGIN OF SSH 5A TO THE TRUE POINT OF BEGINNING OF EXCEPTION HEREIN DESCRIBED;

AND ALSO EXCEPT THAT PORTION LYING SOUTHERLY OF SAID NORTHEASTERLY MARGIN OF SAID STATE ROUTE 516.



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

EXHIBIT G

EARNEST MONEY PROMISSORY NOTE

\$10,000.00 (TEN THOUSAND AND NO/100 DOLLARS)

FOR VALUE RECEIVED, the CITY OF KENT, a municipal corporation organized under the laws of the State of Washington ("KENT"), agrees to pay to the order of Pacific Northwest Title Company of Washington ("Title Company") the sum of ten thousand dollars (\$10,000.00), within twenty-one (21) calendar days following mutual execution of that certain agreement between KENT and THE CITY OF SEATTLE entitled "Master Agreement for Real Property and Environmental Facilities" and dated _____, 2004 (the "Agreement"). This Note is evidence of KENT'S obligation to pay Earnest Money under said Agreement. KENT'S failure to pay the Earnest Money strictly as above shall constitute default on said Agreement as well as on this Note.

CITY OF KENT

Don Wickstrom, Director of Public Works
City of Kent

Date: _____

ATTEST:

Jerry McCaughan, Property Manager
City of Kent

Date: _____



Exhibit H
Environmental Facilities

1. Gas Probes and Monitoring Wells. No later than September 1, 2004, Kent shall decommission nineteen (19) of Seattle's gas probes and monitoring wells and install two (2) gas probes on property to be transferred to Kent under this Agreement, approximate locations are shown on Figure H-1 of this EXHIBIT.

A. Five (5) probes and wells KMW-6, KGW-201, KGW-204, KGW-206 and KGW-207 may be decommissioned by perforating and pressure grouting because the diameters of the casing are large enough for injecting grout. (See WAC 173-160.)

B. Fourteen (14) probes and wells shall be drilled out and grouted because they either have multiple well completions within a single borehole, the probe diameter is too small for injecting grout, or there is no well log available to confirm completion information. (See WAC 173-160.) These probes and wells are as follows:

KGH-2
KGP-32
KGP-34
KGP-37
KGP-38A
KGP-39
KGP-41
KGP-42
KGP-43
KGW-202
KGW-203
KGW-208
KGP-45
KGP-47

C. New probes KGP-32A and KGP-38B shall be installed. These probes have multiple completions within each borehole. Each completion of each probe shall be placed within a single borehole (see WAC 173-160), at or near the locations shown on Figure H-1 as KGP-32A and KGP-38B. Replacement probes shall be placed in the same geologic unit as the existing probes.

D. The following requirements shall apply to the decommissioning and/or installation work specified in section 1.A through 1.C of this EXHIBIT H.

(1) The decommissioning and installation work shall follow the Minimum Standards for Construction and Maintenance of Wells, Chapter 173-160 WAC (Revised September 2, 1998).

(2) A well contractor licensed in the State of Washington shall complete the decommissioning and installation work (see WAC 173-162-040).



(3) The decommissioning and installation work shall be supervised by a professional geologist or hydrogeologist licensed in the State of Washington.

(4) Upon completion of the work, the well contractor must submit a well report documenting the decommissioning or installation to the Department of Ecology (see WAC 173-160-420-10), with a copy to Seattle.

(5) References to the Washington Administrative Code in this Exhibit H shall be deemed to set minimum standards for the work described in section 1; Kent and its contractor(s) shall be responsible for compliance with all other applicable laws and regulations.

(6) Completed well logs with as-built depths and survey coordinates shall be submitted to the City of Seattle and all new gas probes shall be tested for a period of six months prior to final acceptance by the City of Seattle.

2. Relocation of Leachate Line

A. The parties acknowledge that completion of Kent's Project necessitates the relocation of portions of a Seattle force main located on the east and west sides of the Green River; the force main conveys leachate from the Landfill to the King County sewer treatment plant (the "Leachate Line"). The Leachate Line east and west of the Green River will be relocated by Kent as required to construct the S. 228th Street Extension. Seattle wishes to relocate the Leachate Line from under the river, and attach it to the proposed Green River Bridge. Kent agrees to relocate the Leachate Line and cap and abandon the existing crossing as part of the overall property transaction. Portions of the Leachate Line east of the Green River will not be affected by Kent's Project and will remain within the South 228th Street right of way east of the Green River.

B. Seattle shall be responsible for the design of and obtaining State of Washington permits (if necessary) for, the new river crossing of the Leachate Line. Kent shall be responsible for obtaining construction permits for, and construction and installation of, the temporary portion of the relocated Leachate Line and the permanently relocated Leachate Line. Such construction and installation shall be in accordance with the following requirements:

(1) For temporary material, pipe and fitting shall be PVC, Schedule 40, or equivalent.

(2) For permanent material, pipe and fitting shall be ductile iron ("DI"). DI pipe and fittings shall conform to AWWA C151, C152 with cement mortar lining conforming to AWWA C-104. Joints shall be either mechanical or push-on joints. Flanged joints shall not be allowed in buried ground. All DI pipe and fitting shall have 8MIL thick polyethylene encasement per ANSI/AWWA/C105/A21.5 Method A if clay or organic material is encountered in the pipe trench.



(3) Both temporary and permanent lines shall be restrained in accordance with City of Seattle Standard Plan #330 & 331.

(4) Other than bends required for pipes to cross the bridge, bends shall not exceed 11 ¼ degrees.

(5) Horizontal angle points and vertical grade shall be constructed by deflecting pipe joints, unless otherwise specified.

(6) Before any digging, all utility locations shall be verified. "Before You Dig" shall be called two days in advance for field location.

(7) Typical pipeline trench shall be per Seattle Standard Plan No. 284.

(8) All blocks shall have thrust restrained joints or concrete thrust blocking as agreed upon by Kent and Seattle on the final construction plans.

(9) There shall be no field change to the design without the prior written approval by the Seattle Public Utilities Design Engineer. Verbal and written notice will be sent to Jeff Neuner and Phil Woodhouse.

(10) Any utilities encountered during construction shall be fully supported.

(11) When required by law, Kent's Leachate Line contractor shall submit a shoring plan for the approval of Kent's Design Engineer at least one week prior to the start of excavation.

C. Kent shall complete the permanent relocation of the Leachate Line no later than December 31, 2006.

3. Cost of Work on Environmental Facilities. Kent shall be solely responsible for all costs incurred by it in connection with the work on Environmental Facilities described in sections 1 and 2 of this Exhibit H, except that Seattle shall reimburse Kent for the costs of decommissioning KGW-206, KGW-207 and KGP-47 when such work has been completed and approved by Seattle. Seattle shall make reimbursement within thirty (30) days of receipt of an invoice for such work, documented, to Seattle's reasonable satisfaction. Seattle shall be solely responsible for all costs incurred by it in connection with the design, permitting, and inspection during construction of the Environmental Facilities.

4. Ownership of Environmental Facilities. Kent and Seattle agree that, until abandoned or decommissioned in accordance with this EXHIBIT H, all Environmental Facilities are and shall be the property of Seattle. Upon the relocation of Environmental Facilities in accordance with this EXHIBIT H, such relocated facilities shall be the property of Seattle. The parties further agree to execute such documents as may be deemed necessary by either party to evidence Seattle's ownership of such relocated facilities.



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

5. Amendments of Other Documents. Seattle and Kent agree (a) on the date of this Agreement, to amend the Agreement for Transport of Leachate through the City of Kent to Metro's West Valley Interceptor Sanitary Sewer System between the parties, dated March 24, 1977, to conform that agreement to the rights and obligations of the parties set forth in this Exhibit H and (b) when the work on gas probes and monitoring wells described in section 1 has been completed, to amend the legal descriptions of Seattle's reserved easements in the deeds conveying the Seattle Property to Kent to reflect the decommissioning and abandonment of the Environmental Facilities identified in sections 1.A and 1.B of this EXHIBIT H and to include new well 38B and, if relocated on property conveyed to Kent, 32A.

6. Indemnification. Kent shall indemnify, defend and hold Seattle and its officers, employees and agents, harmless against any loss, damages, liability, claim, demand or cost of any nature whatsoever (each, a "Loss"), including without limitation any Loss relating to environmental clean-up actions or violations of federal, state or local environmental laws, resulting from injury or harm to persons or property that may arise as a direct or indirect consequence of any act or omission by Kent, its employees, agents, contractors, subcontractors, licensees or invitees with respect to Kent's activities or obligations under this Exhibit H, including without limitation failure of any of the Environmental Facilities installed by Kent hereunder for a period of one year; provided, that this indemnity shall not extend to any Loss to the extent caused by the negligence of Seattle. Kent expressly waives any immunity or protection that might be available to it under the Washington State Industrial Insurance Act, Revised Code of Washington Title 51. This waiver has been mutually negotiated by the parties.

Initialed by:

Seattle

Kent

7. Insurance. Kent shall require its contractor(s) that perform work on the Environmental Facilities to name Seattle as an additional insured on all insurance policies required by Kent and, upon request, Kent shall provide Seattle with evidence thereof acceptable to Seattle.

8. Conformity with Law. All actions taken by Kent hereunder shall be strictly in accordance with all applicable federal, state and local laws and regulations, including without limitation environmental laws.

9. Successors and Assigns. Kent shall not assign, apportion or otherwise transfer its rights or obligations hereunder without the prior written approval of Seattle.

10. Default and Remedies. If Kent violates any term or condition of this Exhibit H, Kent will have fourteen (14) days after receipt of notice of violation to cure the specified breach or default, or such longer period as is reasonably necessary to effect such cure if cure cannot be accomplished within such fourteen day period, so long as such cure has been commenced within such fourteen day period and is being diligently pursued. If Kent has not cured the violation in

accordance with the previous sentence, an Event of Default shall have occurred, and Seattle may seek all remedies available in law or equity.

11. Additional Terms. This EXHIBIT H is part of the Agreement. Sections 14, 16, 17, 18, 19, 21, 22 and 23 of this Agreement, and all other sections of the Agreement that reasonably may be interpreted to apply, shall be deemed to apply to this EXHIBIT H.

12. Notices. All notices, reports and approvals required in connection with this Exhibit H shall be in writing and deemed to have been duly given if personally delivered or sent by United States mail or overnight delivery service, each with proof of receipt, to the addresses shown below or as otherwise indicated in written notice from one party to the other:

If to Seattle:

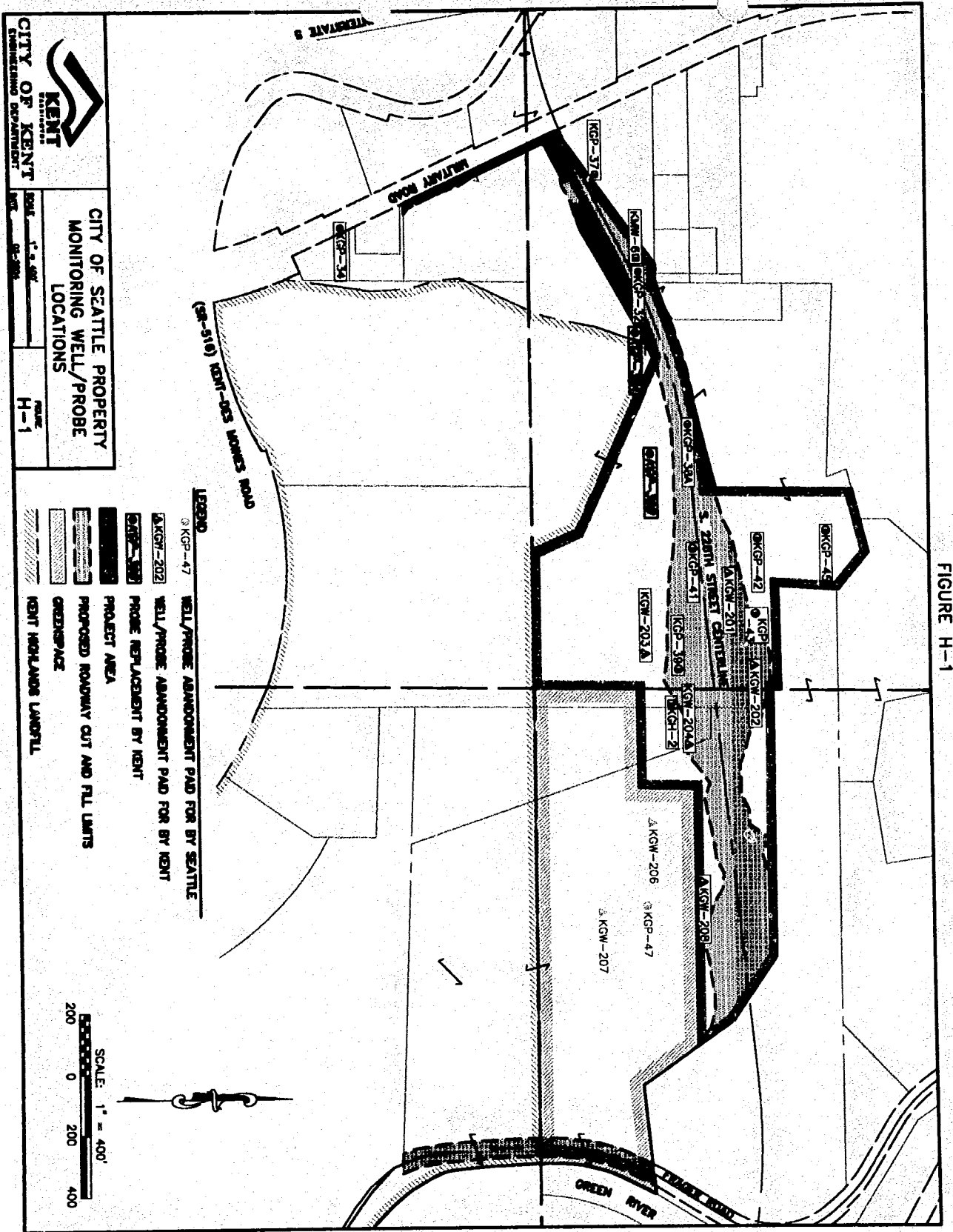
City of Seattle
Seattle Public Utilities
8100 Second Avenue South
Seattle, WA 98108
Attn: Jeff Neuner
FAX: 206-233-2629

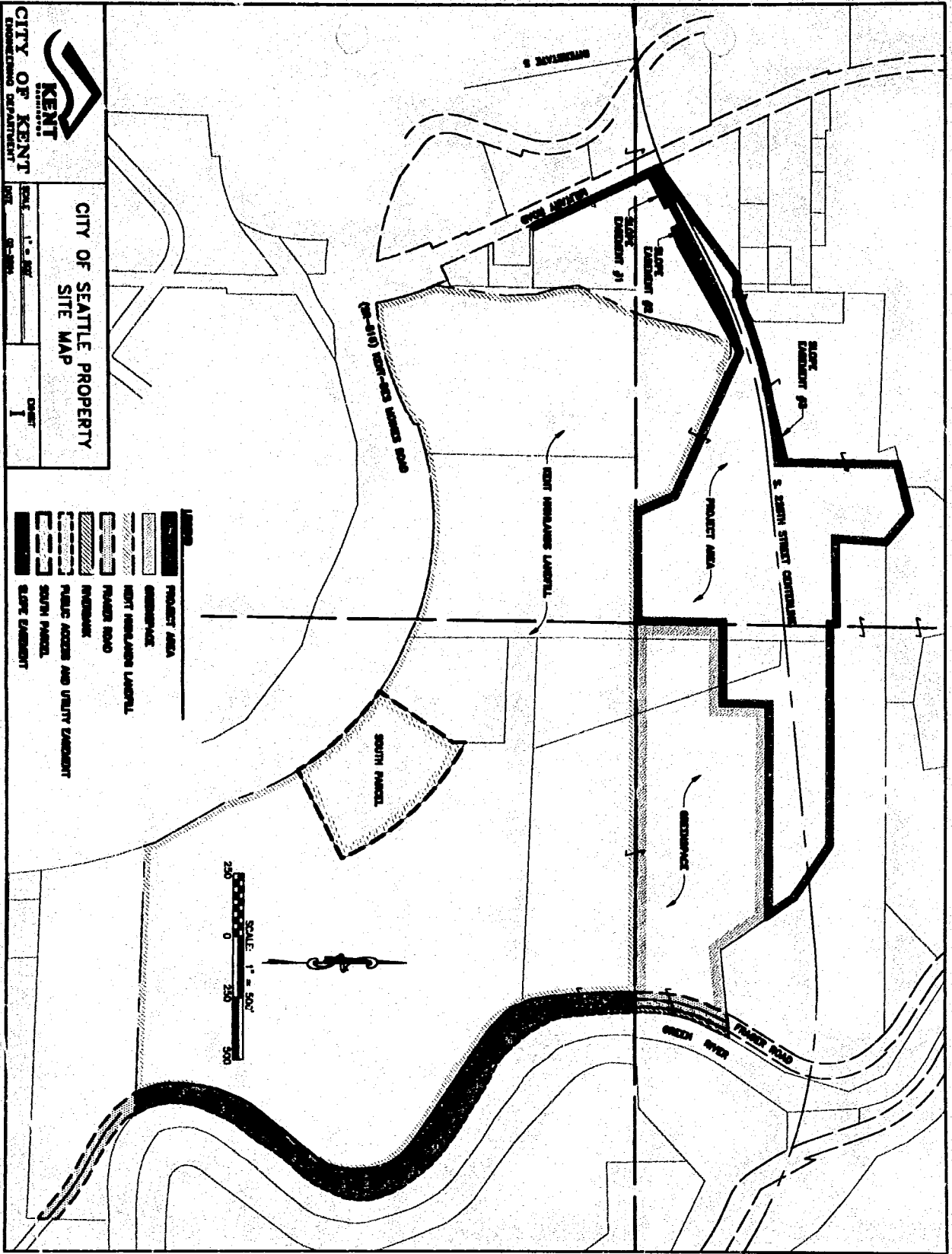
If to Kent:

City of Kent
220 Fourth Avenue South
Kent, WA 98032-5895
Attn: Engineering Department
FAX: 253-856-6500



FIGURE H-1





KENT
 CITY OF KENT
 ENGINEERING DEPARTMENT

CITY OF SEATTLE PROPERTY
 SITE MAP

DATE: 1-2-02
 BY: G-200

CHG: I

LAND	
[Thick black outline]	PROJECT AREA
[Dotted pattern]	EASEMENT
[Hatched pattern]	WEST HERRING LANDFILL
[Dashed line]	PLACED ROAD
[Diagonal lines]	RIVERBANK
[Dashed line]	PUBLIC ACCESS AND UTILITY EASEMENT
[Dotted pattern]	SOUTH PARCEL
[Thick black outline]	SLOPE ELEMENT

ACTING
 CITY
 CLERK

EXHIBIT J

**Amendment to Agreement For Transport Of Leachate Through The City Of Kent
To Metro's West Valley Interceptor Sanitary Sewer System**

This Amendment to Agreement For Transport Of Leachate Through The City Of Kent To Metro's West Valley Interceptor Sanitary Sewer System (the "Amendment") is entered into as of _____, 2004, between the City of Kent, a municipal corporation of the State of Washington ("Kent") and The City of Seattle, also a municipal corporation of the State of Washington ("Seattle").

WHEREAS, on March 24, 1977, Seattle and Kent entered into an agreement entitled Agreement For Transport Of Leachate Through The City Of Kent To Metro's West Valley Interceptor Sanitary Sewer System (the "1977 Agreement"); and

WHEREAS, the 1977 Agreement allowed Seattle, among other things, to construct, operate, maintain, repair and replace a leachate sewer line and appurtenant facilities within the rights of way of Frager Road, Russell Road, Taylor Road and South 228th Street, all within the corporate limits of Kent; and

WHEREAS, Kent is undertaking its South 228th Street Extension Project (the "Project"), which Project includes the construction of a bridge for South 228th Street over the Green River (the "Bridge"); and

WHEREAS, the Project requires the relocation of the leachate sewer line crossing of the Green River and also certain portions of said line east of the Green River; and

WHEREAS, Kent and Seattle desire that the river crossing be accomplished by the construction and installation of a new leachate sewer line and appurtenances underneath, and suspended from, the Bridge; and

WHEREAS, the parties' responsibilities for the design, construction and installation of such relocated leachate sewer line and appurtenances, and payment of the costs thereof, are addressed in the Master Agreement for Real Property and Environmental Facilities between the parties, of even date herewith (the "Master Agreement"); and

WHEREAS, Kent and Seattle desire to amend the 1977 Agreement to confirm Seattle's right to operate, maintain, repair and replace said leachate sewer line and appurtenances as relocated to the Bridge, and to clarify the relationship between the Master Agreement and the 1977 Agreement with respect to the relocation of said leachate sewer line and appurtenances ;

NOV, THEREFORE, in consideration of the requirements of the Master Agreement and the mutual benefits to be derived from the Project, and maintaining the 1977 Agreement wholly intact except as specifically stated herein, Seattle and Kent agree as follows:



1. Section 1.b) of the 1977 Agreement. Section 1.b) of the 1977 Agreement is hereby amended and now reads as follows:

Kent hereby authorizes Seattle to construct, operate, maintain, repair and replace said leachate sewer line and required appurtenant facilities within the rights of way of Frager Road, Russell Road, Taylor Road, and South 228th Street including the Bridge, all within the corporate limits of Kent, subject to the terms and conditions set forth herein.

2. Section 4 of the 1977 Agreement. The first three lines of the second paragraph of Section 4 of the 1977 Agreement are hereby amended and now read as follows:

The terms and conditions of the use and occupancy of the rights of way of Frager Road, Russell Road, Taylor Road, and South 228th Street including the Bridge in the City of Kent by Seattle under authority of this agreement shall be as follows: ...

3. Section 8 of the 1977 Agreement. Section 8 of the 1977 Agreement is hereby amended and now reads as follows:

If, during the term of this agreement, Kent determines to vacate any portion of the rights of way over Frager Road, Russell Road, Taylor Road and/or South 228th Street (including the Bridge) that are covered by this agreement, Kent shall, prior to the legal vacation of the right of way, provide Seattle with easements conveying a 20-foot wide right of way for the purpose of operating, maintaining, repairing and reconstructing the leachate sewer facilities.

4. Remainder of 1977 Agreement. The 1977 Agreement remains fully intact, unaltered, and unchanged, except as expressly set forth above in sections 1, 2, and 3 of this Amendment and as follows: the parties intend and agree that (a) the terms of the Master Agreement (and not the 1977 Agreement) shall govern the parties' responsibilities for the relocation of the leachate sewer line as described in the Master Agreement and (b) Seattle's indemnification of Kent in the second paragraph of section 10 of the 1977 Agreement shall not apply to the construction or installation of said relocated leachate

sewer line.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF KENT

By _____
Mayor

ATTEST

By _____
City Attorney

THE CITY OF SEATTLE

By _____
Director, Seattle Public Utilities



EXHIBIT K

AFTER RECORDING
RETURN TO:

Property Management
City of Kent
220 4th Avenue South
Kent WA 98032

GRANTOR(S): City of Seattle
GRANTEE(S): City of Kent

ABBREVIATED LEGAL DESCRIPTION: Portion of the Enos Cooper Donation Land Claim Number 38, in E½
of SE¼ of Section 15, Township 22 North, Range 4 East, W.M.

ADDITIONAL LEGAL DESCRIPTION IS ON PAGE 5 OF DOCUMENT

ASSESSOR'S PROPERTY TAX PARCEL NO.: Portions of the following tax parcels 1522049001, 0002000010, and
the benefited area 7260200115, 1522049008, 1522049002, 0002000005, 0002000022, 0002000023, 0002000001,
0002000003 or portions thereof.

PROJECT NAME: South 228th Street Extension

PUBLIC ACCESS AND UTILITY EASEMENT AGREEMENT

GRANTOR, THE CITY OF SEATTLE, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged by Grantor, conveys and quit claims to the **CITY OF KENT**, a Washington municipal corporation ("Grantee"), a public access and utility easement for the installation, operation, inspection, maintenance, extension, construction, alteration, reconstruction and repair of public access areas and facilities and utilities, including vehicular access, pedestrian access to the Green River, and recreational uses (the "Purposes"), over, across and upon the currently existing surface of the real property situated in King County, Washington and described in Attachment A and made a part hereto (the "Easement Area").

SUBJECT TO THE FOLLOWING:

1. Grantee acknowledges that it hereby is placed on notice that the property subject to this Public Access and Utility Easement Agreement (the "Easement Agreement") is within the former Kent Highlands Landfill (the "Landfill"), a site that has been placed by the United States Environmental Protection Agency on the National Priorities List of "Superfund" sites and by the State of Washington on its list of hazardous sites and is the subject of a Consent Order dated May 26, 1987, as amended, a Deed Notice of Consent Order, filed June 26, 1987, and a Restrictive Covenant filed February 10, 1999 (Recording Number 19902100823). Use of the Easement Area is subject to the restrictions stated therein and all State of Washington Department of Ecology ("Ecology") requirements.



2. Grantee shall have the right, without prior institution of suit or proceeding at law, at times as may be necessary, to enter upon the Easement Area with the necessary equipment for any of the Purposes of the Easement, without incurring any legal obligation or liability for the entry, but subject to all conditions, requirements and indemnifications in this Easement Agreement. Grantee's utilities, if any, shall be located above the currently existing surface within clean fill materials to be imported by Grantee. Grantee shall be responsible for all costs of Grantee's facilities and all costs for adjustment or alteration of Grantee's facilities in accordance with Section 3. "Grantee's facilities" means facilities or improvements installed by Grantee within the Easement Area subsequent to the date upon which this Easement is conveyed. Grantee shall be responsible for maintaining the Easement Area, including Frager Road. Grantee shall at all times exercise its rights under this Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3. A. Except as provided in Section 3B, Grantor shall retain the right to use the surface and subsurface of the Easement Area so long as that use does not unreasonably or permanently interfere with the Purposes described in this Easement Agreement.

B. Notwithstanding Section 3A, Grantor retains, in its ownership of the underlying fee, the right to permanently or temporarily interfere with Grantee's use of the Easement Area to insure regulatory compliance relating to the Landfill, including without limitation, inspection, operation, maintenance, repair and replacement of any gas probes, monitoring wells, storm water facilities, leachate lines or other facilities, and any "remedial action," as defined in the Model Toxics Control Act ("MTCA"), RCW 70.105D.020(21). Grantor, its employees and agents shall have the right, without prior notice, at such time as it may determine, to enter upon the Easement Area, without incurring any legal obligation or liability therefor. In the event that Grantor shall so enter the Easement Area, Grantor shall: (i) notify Grantee at least thirty (30) days prior to beginning any activity on the Easement Area that disturbs the surface of the ground or, in the event of an emergency, notify Grantee as soon as practicable and (ii) perform all activities on the Easement Area in accordance with applicable laws and regulations. Except as stated herein, this easement is not intended to impose any legal or other responsibility on Grantor. All alterations, moving or adjustment of Grantee's facilities necessitated by remedial actions as defined in MTCA under applicable statutes, orders, rules and regulations of any public authority having jurisdiction shall be performed by Grantee at no cost to Grantor.

4. This Easement Agreement and any rights granted to the Grantee hereunder may not be assigned without the prior written consent of the Grantor.

5. This Easement Agreement shall be a covenant running with the land, and shall bind Grantee's successors and assigns and all future owners of the real property affected by this Easement Agreement.

6. To the extent permitted by law, Grantee releases, indemnifies and promises to defend and save harmless Grantor, or any affiliate of Grantor, from and against any and all liability, loss,



STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck Clarke, known to me to be the Director of Seattle Public Utilities of The City of Seattle. the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, and for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of The City of Kent, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, and for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ATTACHMENT A

A strip of land, 60.00 feet in width, within the Enos Cooper Donation Land Claim No. 38 in Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington, said strip of land having 30.00 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 15, from which point the southwest corner of said Section bears S89°35'24"W; thence S88°59'57"E 2641.52 feet to the southeast corner of said Section 15 as shown on that certain Record of Survey in Volume 113 of Surveys, page 290, under King County Recording No. 9703199001; thence N88°59'57"W, along the south line of the southeast quarter of said Section 15, a distance of 214.50 feet; thence N01°00'03"E 221.76 feet to the southeast corner of the Enos Cooper Donation Land Claim No. 38 as shown on said survey; thence N02°07'48"E, along the east line of said donation land claim, 78.78 feet; thence N50°51'27"W 40.34 feet; thence N50°36'59"W 93.92 feet; thence N57°09'36"W 94.03 feet; thence N61°44'57"W 90.44 feet; thence N58°59'36"W 91.09 feet; thence N52°16'40"W 94.81 feet; thence N39°05'19"W 81.18 feet to the north line of the south 408.00 feet of said donation land claim and the TRUE POINT OF BEGINNING of the herein described strip of land; thence continuing N39°05'19"W 17.72 feet; thence N19°34'15"W 83.70 feet; thence N08°16'53"W 41.12 feet; thence N00°07'32"E 44.46 feet; thence N06°01'27"E 63.76 feet; thence N11°31'17"E 78.27 feet; thence N22°05'50"E 49.52 feet; thence N23°15'12"E 44.44 feet; thence N29°18'06"E 45.04 feet; thence N39°09'03"E 289.07 feet; thence N37°43'44"E 52.39 feet; thence N30°23'18"E 53.48 feet; thence N17°36'10"E 50.77 feet; thence N08°07'14"E 23.50 feet; thence N04°56'12"E 31.26 feet; thence N00°13'23"W 54.73 feet; thence N06°42'12"W 53.86 feet; thence N18°37'35"W 68.39 feet; thence N35°16'09"W 62.00 feet; thence N47°02'11"W 52.61 feet; thence N52°14'20"W 46.91 feet; thence N55°37'56"W 106.98 feet; thence N56°23'20"W 298.79 feet; thence N54°44'11"W 118.09 feet; thence N46°53'09"W 106.89 feet; thence N22°23'38"W 82.34 feet; thence N08°58'02"W 96.03 feet; thence N04°57'36"W 97.42 feet; thence N03°13'13"W 95.04 feet; thence N01°42'29"W 98.09 feet; thence N00°15'54"E 20.54 feet to the east-west center of section line of said Section 15 and the terminus of the herein described centerline.

The sidelines of said strip shall be extended or shortened, as required, to meet at angle points, the north line of the south 408.00 feet of the Enos Cooper Donation Land Claim No. 38 and the east-west center of section line of said Section 15.

Together with that portion of said donation land claim lying north of the south 408.00 feet thereof, south of the east-west center of section line of said Section 15, east of the above described 60.00 foot strip and west of the Green River.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 6, 2004

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to present the attached proposed Council Bill, which authorizes the sale of surplus City of Seattle-owned property located adjacent to the Kent Highlands Landfill to the City of Kent in support of the FAST Corridor strategy to improve freight mobility in the region. The legislation specifically declares the subject property as surplus to Seattle's needs; authorizes the deposit of sale proceeds in the Solid Waste Fund; accepts from Kent the deed to certain other property within the perimeter boundaries of the Landfill, which will help Seattle to better manage the facility; and amends a 1977 agreement allowing for the transport of leachate from the landfill through Kent. This legislation also adds to the Solid Waste Capital Improvement Program a project for work on the landfill gas monitoring and leachate conveyance systems, related to the sale of property to Kent, and increases the appropriation from the Solid Waste Fund to pay for that project.

The Kent Highlands Landfill was decommissioned in 1986 and is on the federal government's Superfund List. The City of Seattle first obtained the property through an inverse condemnation lawsuit in 1990. Subsequently, the City sold the majority of the property, but retained a 1,000-foot buffer to monitor and remove landfill gas that had been detected on the site. With that gas successfully removed, the property is now ready for surplus. Since 1995, monitoring wells in the acquisition area have produced readings that are well below compliance standards.

This legislation will allow the City of Kent to complete its South 228th Extension Project, which is expected to result in significant transportation improvements in that area of the region. Should you have questions, please contact Bob Hennessey at 615-0740.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Author's Name: Bob Hennessey
Date: April 1, 2004
Name of Companion Legislation: SPU Kent Highlands Agreement
Version #4

Form revised February 12, 2004

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities	Bob Hennessey / 5-0740	Cameron Keyes / 4-8048

Legislation Title: AN ORDINANCE relating to real property and facilities in or near the Kent Highlands Landfill in Kent, Washington; declaring certain property adjacent to the Landfill surplus to the City's needs and not required for providing continued public utility services; authorizing the sale of such property and easements to the City of Kent; authorizing acquisition of, and acceptance of the deed for, property located within the Landfill from the City of Kent; authorizing execution of an agreement for these conveyances and for the related decommissioning or relocation of facilities used in connection with the Landfill; authorizing amendment of a 1977 agreement with the City of Kent with respect to such facilities; adding a project for work related to the Landfill gas monitoring and leachate conveyance systems to the Capital Improvement Program for the Solid Waste Fund; and increasing the appropriation to Seattle Public Utilities with respect to that project.

Summary of the Legislation:

This legislation provides authority for Seattle Public Utilities (SPU) to enter into an agreement with the City of Kent for the purchase and sale of multiple properties (or easements in such properties) in and near the Kent Highlands Landfill and for the decommissioning or relocation of landfill-related facilities on these properties. The legislation authorizes amendment of a 1977 agreement allowing for the transport of leachate from the Kent Highlands Landfill through the City of Kent. The legislation also adds a project to the Capital Improvement Program for the Solid Waste Fund for work related to the Landfill gas monitoring and leachate conveyance systems (including design work for a leachate force main to be constructed at Kent's expense pursuant to the agreement), and increases the appropriation to SPU with respect to that project.

Background

The S. 228th Street Extension Project would construct a new five-lane arterial section in the City of Kent as part of the Freight Action Strategy for Everett-Seattle-Tacoma (FAST) effort to improve freight mobility in the region. To build the project, the City of Kent must acquire property owned by the City of Seattle that serves as a buffer around the Kent Highlands Landfill. The landfill, which accepted municipal waste from 1968 until 1986, is on the federal government's National Priorities (Superfund) List.

On October 24, 2003, Kent filed a petition in King County Superior Court to condemn 1,101,811 square feet of Seattle property immediately north of the landfill and asked Seattle to grant Kent immediate possession and use of the property. SPU staff advised Kent that Seattle would oppose a condemnation and offered, instead, to negotiate a master agreement.



THIS IS DUE TO THE QUALITY OF THE DOCUMENT.

The proposed master agreement has six primary elements: 1) Seattle's receipt of fair market value for property and easements; 2) Seattle's retention of easements for environmental monitoring and potential remediation in all property transferred; 3) Kent's indemnification of Seattle for incremental costs of future remediation attributable to Kent's purchase and improvement of the property; 4) Kent's decommissioning or relocation of SPU facilities impacted by the project; 5) Seattle's payment in lieu of a Local Improvement District (LID) assessment for remaining Seattle parcels; and 6) exchange of property and Seattle's grant of a public utility and access easement, all in the immediate area, enabling Seattle to obtain ownership of all property within the landfill and to reduce potential liability for Frager Road, currently a pedestrian/bicycle trail with limited vehicle access.

Initially, Kent's appraisers valued the Seattle property to be taken for the project at approximately \$1 million and indicated there would be a LID assessment of \$879,000 on Seattle's remaining property. City staff had questions regarding both figures and hired an appraiser to review Kent's methodology. Concurrent with that, SPU determined it would be advantageous to transfer to Kent certain additional adjacent property, while retaining environmental easements. Kent agreed to purchase both the original project take and the added properties, increasing the total value of the Seattle real estate sold to \$1.3 million and decreasing the payment in lieu of LID assessment on Seattle's remaining parcels to \$395,000, for a net purchase price of \$935,186.

Under the agreement, Kent would also decommission/relocate 18 SPU environmental monitoring facilities located in the property conveyed to Kent. Kent also agreed to replace SPU's existing leachate pipeline under the Green River with a new pipeline to be hung from a bridge over the river and to relocate portions of the pipeline east of the river. The cost of this work is estimated at \$300,000 and would be borne by Kent, except for the leachate forcemain design and the decommissioning of two monitoring facilities (estimated at \$25,000 and \$28,000, respectively). This SPU cost of \$53,000 in 2004 would be funded through a new project which the proposed legislation adds to the 2004 Adopted Solid Waste CIP. Future elements of that SPU project include evaluation of the capacity of the existing leachate pump station and other work related to modification and improvement of the Landfill gas monitoring and leachate conveyance systems.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Kent Highlands Landfill Gas Monitoring and Leachate Conveyance	C204003	Kent Highlands Landfill	Q1 2004	Q4 2007

- Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

 X **This legislation has financial implications.** (Please complete all relevant sections that follow.)

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the projects associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below. Finally, if this legislation does not directly change an appropriation, but results in budget authority being moved within a Budget Control Level, or to a Budget Control Level (up to 10%), please explain in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2004 Appropriation	2005 Anticipated Appropriation
Solid Waste Fund (45010)	Seattle Public Utilities	Rehabilitation & Heavy Equipment (C240B)	\$53,000	\$100,000
TOTAL			\$53,000	\$100,000

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: The 2004 appropriation requested in this legislation funds required design work associated with the City of Kent agreement to relocate the existing Kent Highlands Landfill leachate force main (estimated at \$25,000) and the decommissioning of two gas monitoring facilities (estimated at \$28,000). SPU has agreed in principal to complete the force main relocation design at SPU's expense and Kent will fund the construction. This relocation is necessitated by Kent's 228th street road construction project. Additional future elements of this new SPU CIP project (to be funded by SPU, and reflected in the Spending Plan table below) will include evaluation of the capacity of the existing leachate pump station, possible rehabilitation or replacement of the aging structure, and the abandonment of two existing gas extraction wells on property being transferred to the City of Kent.

This legislation requests appropriation in the amount of \$53,000 in the 2004 Rehabilitation & Heavy Equipment budget control level for the new CIP project. Appropriation for 2005-2007 expenditures is not being requested at this time. SPU will request this funding in its 2005-2010 CIP Budget Proposal.

Spending Plan and Future Appropriations for Capital Projects: Please list the timing of anticipated appropriation authority requests and expected spending plan. In addition, please identify your cost estimate methodology including inflation assumptions, the projected costs of meeting applicable LEED standards, and the percent for art and design as appropriate.



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Author's Name: Bob Hennessey
 Date: April 1, 2004
 Name of Companton Legislation: SPU Kent Highlands Agreement
 Version #4

Spending Plan and Budget	2004	2005	2006	2007	2008	Total
Spending Plan	53,000	100,000	200,000	20,000	0	373,000
Current Year Appropriation	0	0	0	0	0	0
Future Appropriations		100,000	200,000	20,000	0	320,000

Notes: The total estimated cost of the new CIP project (total spending plan) is \$373,000. This Council Bill requests appropriation in the amount of \$53,000 for 2004. Appropriation for 2005-2007 expenditures will be requested in SPU's 2005-2010 CIP Budget Proposal.

Funding source: Identify funding sources including revenue generated from the project and the expected level of funding from each source.

Funding Source (Fund Name and Number, if applicable)	2004	2005	2006	2007	2008	Total
Proceeds from sale of property to City of Kent, to be deposited in the Solid Waste Fund (45010)	\$935,186					\$935,186
TOTAL	\$935,186					\$935,186

Notes: The sale of property to Kent authorized by the proposed legislation will generate \$935,186 in revenue, which will be deposited in the Solid Waste Fund. SPU expects to fund the 2004-2007 expenditures for the new CIP project (these expenditures are shown above under Spending Plan and Budget) with the proceeds from the property sale.

Bond Financing Required: If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount.

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL					

Notes: See notes above regarding Funding Source. A separate revenue bond issue to fund this project is not required

Uses and Sources for Operation and Maintenance Costs for the Project: Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Author's Name: Bob Hennessey
 Date: April 1, 2004
 Name of Companion Legislation: SPU Kent Highlands Agreement
 Version #4

each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.

O&M	2004	2005	2006	2007	2008	2009	Total
Uses							
Start Up							
On-going							
Sources (itemize)							

Notes: There will be minimal ongoing maintenance costs associated with the relocation of the leachate force main. O&M estimates are still to be determined.

Periodic Major Maintenance costs for the project: Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

Notes: Major maintenance costs associated with the new CIP project are still to be determined.

Funding sources for replacement of project: Identify possible and/or recommended method of financing the project replacement costs.

--

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
TOTAL							

* List each position separately

** 2005 positions and FTE are total 2005 position changes resulting from this legislation, not incremental changes. Therefore, under 2005, please be sure to include any continuing positions from 2004.

Notes: There are no position requirements.



- **Do positions sunset in the future?** (If yes, identify sunset date):

N/A

- **What is the financial cost of not implementing the legislation:** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):

This Master Agreement and voluntary sale was negotiated in lieu of condemnation proceedings. A hostile condemnation would involve substantial legal effort, lasting as long as a year, and would result in a shifting of significant capital costs to Seattle Public Utilities.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):

The City of Seattle could refuse to sell the property and litigate Kent's assertion of the "public use and necessity" in condemnation proceedings.

- **Is the legislation subject to public hearing requirements:** (If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?)

Yes, this legislation is subject to a public hearing.

- **Other Issues** (including long-term implications of the legislation):

The property in question was acquired by the City of Seattle to serve as a buffer around the Kent Highlands Landfill but is no longer needed. Portions of the property had elevated landfill gas concentrations prior to initial remedial action. Since 1995, all probes on these parcels have shown readings well below compliance standards. Potential remedial actions, if required at some later date, would likely occur on landfill property that Seattle retains. With respect to groundwater, it is considered very unlikely the landfill will impact groundwater under the properties transferred to Kent. Similarly, the roadway project is not expected to have negative effects on groundwater migration to the landfill.

Please list attachments to the fiscal note below: None.

STATE OF WASHINGTON - KING COUNTY

--SS.

172325
CITY OF SEATTLE, CI ERKS OFFICE

No. ORDINANCE TITLE ONLY

Affidavit of Publication

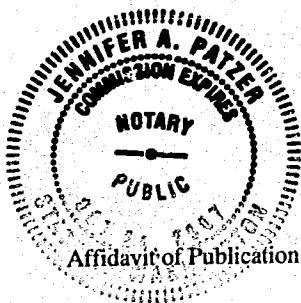
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121458-464,466-470 (121462)

was published on

5/20/2004



Michael D. ...

Subscribed and sworn to before me on

5/20/2004

Jennifer A. Patzer

Notary public for the State of Washington,
residing in Seattle

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 3, 2004, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 361-8344.

ORDINANCE NO. 121470

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121489

AN ORDINANCE authorizing the Superintendent of Parks and Recreation to sign all documents necessary to complete the sale of a "Tunnel Easement" to the Central Puget Sound Regional Transit Authority (Sound Transit) allowing for the construction and operation of light rail transportation facilities beneath 12th Avenue South Viewpoint.

ORDINANCE NO. 121487

AN ORDINANCE relating to the City Light Department; declaring property commonly known as the High Point Substation located in Seattle Washington, surplus to the City's needs and not required for providing continued public utility services; and authorizing its sale to the Housing Authority of the City of Seattle, a municipal corporation of the State of Washington. (P.M.#2003C-2-301).

ORDINANCE NO. 121466

AN ORDINANCE relating to the sale of surplus City Light property; declaring property known as Fremont Substation, located at 6622 Albion Place North in Seattle, Washington, surplus to the City's needs and not required for providing continued municipal utility services; authorizing the sale of such property for \$37,600 to Capitol Hill Housing Improvement Program, a Washington public corporation; authorizing the execution of sale documents; and directing the deposit of proceeds to the Light Fund.

ORDINANCE NO. 121494

AN ORDINANCE relating to the Pinehurst Natural Drainage System Project of Seattle Public Utilities; authorizing acceptance of a Washington State Public Works Trust Fund loan for the project; increasing the appropriation to Seattle Public Utilities in the 2004 Adopted Budget; and amending the total dollar amount shown for the project in 2004 in the 2004-2009 Adopted Capital Improvement Program.

ORDINANCE NO. 121463

AN ORDINANCE relating to the Cedar River Watershed; authorizing the cutting and removal of certain trees for non-commercial purposes and reasons consistent with the Cedar River Watershed Habitat Conservation Plan (HCP) and Ordinances 121040 and 121212 in Township 23 North, Range 7 East, and Township 23 North Range 7 East, W.M.; declaring the logs resulting from such action to be surplus to the City's needs; authorizing the sale of such logs pursuant to applicable City contracting or surplus property sale procedures; directing deposit of the proceeds therefrom to the Water Fund for the purposes of HCP implementation; and increasing an appropriation to Seattle Public Utilities in the 2004 Budget.

ORDINANCE NO. 121462

AN ORDINANCE relating to real property and facilities in or near the Kent Highlands Landfill in Kent, Washington; declaring certain property adjacent to the Landfill surplus to the City's needs and not required for providing continued public utility services; authorizing the sale of such property and easements to the City of Kent; authorizing acquisition of, and acceptance of the deed for, property located within the Landfill from the City of Kent; authorizing execution of an agreement for these conveyances and for the related decommissioning or relocation of facilities used in connection with the Landfill; authorizing amendment of a 1977 agreement with the City of Kent with respect to such facilities; adding a project for work related to the Landfill gas monitoring and leachate conveyance systems to the Capital Improvement Program for the Solid Waste Fund; and

increasing the appropriation to Seattle Public Utilities with respect to that project.

ORDINANCE NO. 121461

AN ORDINANCE relating to the Technology Matching Fund Program; authorizing and making allocations for implementation of certain Technology Matching Fund projects and creating a position in the Department of Information Technology to manage this program.

ORDINANCE NO. 121490

AN ORDINANCE authorizing the Superintendent of Parks and Recreation to sign and accept all documents necessary to complete an exchange of real property consisting of an easement for ingress and egress across the South Winthrop Street portion of Cheasty Boulevard to be granted to the University of Washington for two parcels of land, one owned by the University of Washington and one owned by Sound Transit augmenting the Cheasty Natural Area and finding that said exchange is necessary and no reasonable alternative exists consistent with the requirements of Ordinance 118477.

ORDINANCE NO. 121459

AN ORDINANCE related to Seattle Public Utilities' capital costs funded through the 2004 Adopted Budget; removing restrictions that limit spending of appropriations on the Pinehurst Natural Drainage System project.

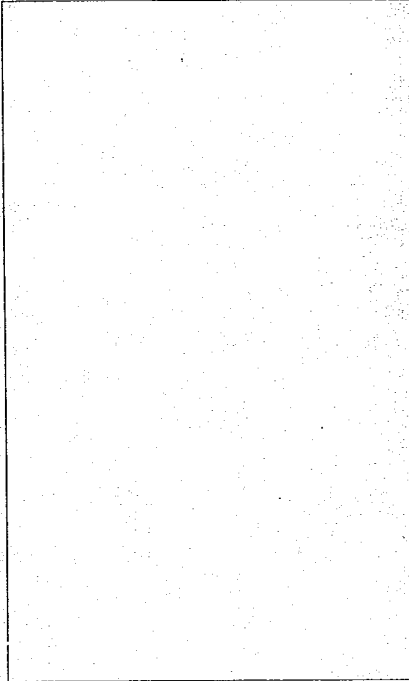
ORDINANCE NO. 121468

AN ORDINANCE relating to cable television; amending the cable franchise held by Millennium Digital Media Systems, L.L.C. (as successor to Summit Communications, Inc.) in settlement of disputed matters pertaining to Millennium's compliance with the franchise agreement for the TCI-1 franchise area; extending the term of the franchise; updating outdated references and provisions; and correcting various grammatical errors in the franchise.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, May 20, 2004.
6:30(172325)

State of Washington, King County



Page 2 of affidavit

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.