

CHICAGO TITLE INS. CO  
REF# 1360061-4



20130904001402

CHICAGO TITLE QCD 75.00  
PAGE-001 OF 004  
09/04/2013 16:08  
KING COUNTY, WA

After recording, return to:

City of Seattle  
Department of Finance and Administrative Services  
PO Box 94689  
Seattle WA 98124-4689

E2628468

09/04/2013 16:07  
KING COUNTY, WA

TAX \$10.00  
SALE \$0.00

PAGE-001 OF 001

**QUIT CLAIM DEED**  
(Unimproved Property)

**Reference number of related documents:**

**Grantor:** The City of Seattle  
**Grantee:** Able Construction & Maintenance, LLC

**Legal Description:**

Lot 21 and 22, Block 5, South Haven Addition to West Seattle, as recorded in Volume 3 of Plats, page 17, Records of King County, Washington.

**Assessor's Property Tax Parcel Account Number(s):** 788150-0610 and 7881500615.

**Grant.** The City of Seattle, a Washington municipal corporation ("Grantor"), hereby conveys and quit claims to Able Construction & Maintenance, LLC, a Washington State Corporation ("Grantee"), for and in consideration of the sum of Twenty-eight-thousand Dollars (\$28,000.00), and subject to the COVENANT set forth below that certain real property located in the City of Seattle, King County, Washington, and legally described as follows:

Lot 21 and 22, Block 5, South Haven Addition to West Seattle, as recorded in Volume 3 of Plats, page 17, Records of King County, Washington.

**COVENANT REGARDING ENVIRONMENTAL CONDITIONS**

The real property ("Property") described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous

Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.

Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigate, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.



STATE OF WA)

) ss.

COUNTY OF King)

On this 3<sup>rd</sup> day of September, 2013, before me, personally appeared TRUNG NGUYEN, to me known to be the MEMBER of the ABLE CONSTRUCTION AND MAINTENANCE, LLC, who executed the foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that HE was authorized to execute such document for and on behalf of said corporation. WITNESS my hand and official seal hereto affixed the day and year written above in this certificate.

(Signature)

MR. HINGST

(Printed or typed name of Notary Public)

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

My appointment expires May 5, 2016



(Seal)

Document