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**20160503001316**

FIRST AMERICAN QCD 79.00  
PAGE-001 OF 007  
05/03/2016 15:55  
KING COUNTY, WA

Recording Requested By And  
When Recorded Mail To:  
Varinderpal Toor  
23213 60<sup>th</sup> Court South  
Kent, WA 98032

**E2794055**

05/03/2016 15:55  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00

PAGE-001 OF 001

**QUIT CLAIM DEED\**  
**(Unimproved Property)**

**Reference #s of Document Released or Assigned:**

**Grantor:** The City of Seattle, Seattle City Light  
**Grantee:** Varinderpal Toor married man, as his separate estate

**Legal Description:**

**PARCEL A:**  
THE EAST 50 FEET OF THE NORTH 151 FEET OF LOT 9, BLOCK 1 OF NICHOLS GARDEN TRACTS,  
ACCORDING TO THE UNRECORDED PLAT THEREOF)  
**PARCEL B:**  
THE WEST 10 FEET OF THE EAST 60 FEET OF THE NORTH 151 FEET OF LOT 9, BLOCK 1 OF  
NICHOLS GARDEN TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF)

**Assessor's Tax Parcel ID#:** 608240-0093

THE CITY OF SEATTLE, a Washington State municipal corporation acting by and through the Department SEATTLE CITY LIGHT, for and in consideration of the terms and conditions as stipulated in the PURCHASE and SALE AGREEMENT between the CITY OF SEATTLE ("Grantor"), and Varinderpal Toor, a married man, as his separate estate ("Grantee"), in the matter of the sale of the Former Glendale Substation property declared to be surplus property to the City of Seattle, and as authorized by Seattle City Ordinance No. 124917 dated December 1, 2015, hereby conveys and quitclaims to Grantee, all right, title and interest in the real property located at 2423 S 132<sup>nd</sup> Street, SeaTac, situated in King County, Washington, and described in Exhibit A, attached hereto, which by this reference is made a part hereof.

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

The Grantor herein, its successors or assigns, shall have no right to said real property in accordance with a Purchase and Sales Agreement between Grantor and Grantee, dated 3/26/2016.

## 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.

IN WITNESS WHEREOF, THE CITY OF SEATTLE has caused this instrument to be executed pursuant to Ordinance No. 124917 on this 3RD day of MAY, 2016.

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

**THE CITY OF SEATTLE  
SEATTLE CITY LIGHT**

By: Maureen Barnes

Printed Name: Maureen Barnes

Title: Real Estate Manager

**ACCEPTANCE**

I, Varinderpal Toor, certify that the interest in real property conveyed by this **Quit Claim Deed** dated the date first above written, is hereby accepted.

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

Print Name: Varinderpal Toor

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.

IN WITNESS WHEREOF, THE CITY OF SEATTLE has caused this instrument to be executed pursuant to Ordinance No. 124917 on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**THE CITY OF SEATTLE  
SEATTLE CITY LIGHT**

By: \_\_\_\_\_  
Printed Name: Maureen Barnes  
Title: Real Estate Manager

**ACCEPTANCE**

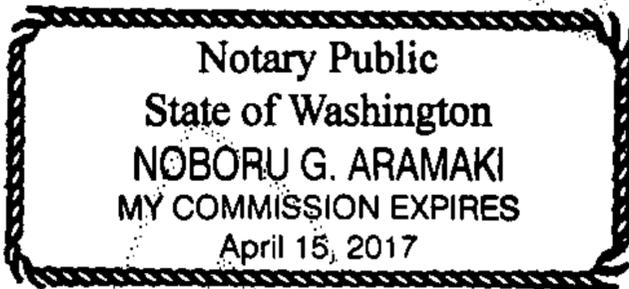
I, Varinderpal Toor, certify that the interest in real property conveyed by this **Quit Claim Deed** dated the date first above written, is hereby accepted.

By: Varinderpal Toor  
Print Name: Varinderpal Toor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 3<sup>RD</sup> day of MAY, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Maureen Barnes** known to me (or proved to me on the basis of satisfactory evidence) to be the **Real Estate Manager of Seattle City Light** of The City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

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



Noboru G. Aramaki

Print Name: Noboru G. Aramaki

NOTARY PUBLIC in and for the State of Washington, residing at:

King County, Washington

My commission expires: April 15, 2017

(seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, I certify that I know or have satisfactory evidence that **Varinderpal Toor** is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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

(Signature) \_\_\_\_\_

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

(seal)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Maureen Barnes** known to me (or proved to me on the basis of satisfactory evidence) to be the **Real Estate Manager of Seattle City Light** of The City of Seattle, the municipal corporation named in and which executed the foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

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

Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(seal)

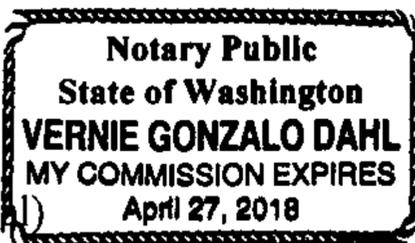
STATE OF WA )  
 ) ss.  
COUNTY OF King )

On this 3rd day of May, <sup>2016</sup>~~2014~~, I certify that I know or have satisfactory evidence that **Varinderpal Toor** is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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

(Signature) \_\_\_\_\_

(Printed or typed name of Notary Public)  
Notary Public in and for the State of Washington,  
Residing at King, WA  
My appointment expires 4/27/2018



(seal)

**EXHIBIT A**

**Legal Description**

**Former Glendale Substation; 2423 S 132<sup>nd</sup> St, SeaTac, WA 98168**

**PARCEL A:**

THE EAST 50 FEET OF THE NORTH 151 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST AND 1015 FEET NORTH OF THE CENTER OF SAID SECTION 16, AND RUNNING THENCE NORTH 302.2 FEET;  
THENCE EAST 253 FEET;  
THENCE SOUTH 302.2 FEET;  
THENCE WEST 253 FEET TO THE POINT OF BEGINNING.

(BEING KNOWN AS THE EAST 50 FEET OF THE NORTH 151 FEET OF LOT 9, BLOCK 1 OF NICHOLS GARDEN TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF)

**PARCEL B:**

THE WEST 10 FEET OF THE EAST 60 FEET OF THE NORTH 151 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST AND 1015 FEET NORTH OF THE CENTER OF SAID SECTION 16, AND RUNNING THENCE NORTH 302.2 FEET;  
THENCE EAST 253 FEET;  
THENCE SOUTH 302.2 FEET;  
THENCE WEST 253 FEET TO THE POINT OF BEGINNING.

(BEING KNOWN AS THE WEST 10 FEET OF THE EAST 60 FEET OF THE NORTH 151 FEET OF LOT 9, BLOCK 1 OF

NICHOLS GARDEN TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF)