

WHEN RECORDED RETURN TO

City of Yakima, Office of Neighborhood  
Development Services  
112 S. 8th Street  
Yakima, WA. 98901

**COUNTY EXCISE TAX**  
DATE 06-16-2000  
PAID \$ none  
REC. NO. 32820A  
BY [Signature]  
Yakima County Treasurer's Office

**QUIT CLAIM DEED**

*MISC*

Reference # (if applicable): _____	(please print last name first)
Grantor(s) (Seller): <u>City of Yakima/ONDS</u>	
Grantee(s) (Buyer): <u>Central Washington Comprehensive Mental Health</u>	
Legal Description (abbreviated): <u>W 90' of Lot 16, &amp; W 90' of N 8' of Lot 15, Blk 134</u>	
Assessor's Property Tax Parcel #: <u>191319-13493</u>	<u>E-1</u>

The Grantors, City of Yakima, Office of Neighborhood Development, City of Yakima, County of Yakima, Washington, for and in consideration of value received conveys and quit-claims to Central Washington Comprehensive Mental Health, City of Yakima, County of Yakima, State of Washington, all interest in the following described Real Estate:

West 90 feet of Lot 16, and West 90 feet of North 8 feet of Lot 15, Block 134, TOWN OF NORTH YAKIMA, now Yakima, Washington, according to the official plat thereof recorded in Volume "A" of Plats, page 10 and re-recorded in Volume "E" of Plats, page 1, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

TOGETHER WITH appurtenances thereunto belonging.

SUBJECT TO rights reserved in federal patents, state or railroad deeds, building or use restrictions general to the district; zoning regulations; utility easements of record and rights of way, easements, restrictions, reservations, other servitudes and conditions appearing of records.

SUBJECT TO any pending or future adjudication of surface water rights by an appropriate federal and/or state proceeding.

SUBJECT TO a reverter to the Grantor if at any time said property is not used by Grantee under the federal Veteran's Homeless Providers Program, as enacted or hereafter amended.

Unrecorded Easements or Encumbrances

To Seller's knowledge there are no unrecorded easements or encumbrances, and no third person has any rights, title or interest in the real property described above, including, but not limited to, prescriptive rights and/or rights of adverse possession.

Nonetheless, Seller shall defend, indemnify and hold Buyer, its officers, directors, agents and its successors harmless from and against any claim, action, suit, losses, costs, liabilities, damages and expenses (including but not limited to expert consultants and attorney's fees) arising out of or related to



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any claim arising out of or related to any unrecorded easements or encumbrances, prescriptive rights and/or rights of adverse possession.


Hazardous Substances

To Seller's knowledge no release of a hazardous substance has occurred on the real property described above, and no release has been reported to any appropriate governmental authority.

Nonetheless, Seller shall defend, indemnify and hold Buyer, its officers, directors, agents and its successors harmless from and against any claim, action, suit losses, costs, liabilities, damages and expenses (including but not limited to environmental consultants and attorney's fees, laboratory testing charges and personal injury claims) arising out of or related to the presence of any hazardous substance or environmental conditions which may be present in, on or about the subject property, either before or after the closing date, except to the extent that such condition or hazardous substance arose from a release caused by Buyer or its successor. For purposes of Seller's indemnity set forth in this paragraph, the term "environmental condition" shall include but is not limited to any ground water or soil conditions or contamination arising out of the known release of petroleum or petroleum products prior to the closing date of this transaction. Seller's covenants and indemnifications set forth in this paragraph shall survive the closing of the sale or transfer of title between Buyer and Seller.

For purpose of these paragraphs, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive, or that is regulated by any local government, the State of Washington, or the United States government according to the environmental laws or regulations now in effect, or which may hereafter be enacted. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous wastes", "extremely hazardous wastes", or "hazardous substance" pursuant to state, federal or local environmental laws and regulations. The term "Hazardous Substance" also includes but is not restricted to asbestos, polychlorobinphenyls ("PCBs"), and petroleum and petroleum products.

By signature of this Quit Claim Deed, the owner of this property shall agree to all requirements set forth in this offer and agrees to the amount of purchase price.


  
By: R.A. Zais, Jr., City Manager

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that R.A. Zais, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager, of The City of Yakima, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 06/16/2000

My commission Expires:

  
Donna J. Reyes  
Notary Public in and for the State  
of Washington, residing at Yakima.



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