

Exhibit A – Attachment 1

Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered in to this 11th day of October, 2019 (the "Effective Date") by the City of Shoreline (the "City"), a municipal corporation organized under the laws of the state of Washington, and the Mountains to Sound Greenway Trust, a Washington non-profit organization ("The Greenway Trust"). The Greenway Trust and the City may collectively be referred to herein as the "Parties" and each individually as a "Party."

With the consent and approval of the City, The Greenway Trust is undertaking a restoration and tree-planting project ("Ballinger Open Space Restoration Project") on public land owned by the City.

1. Purpose and Intent

The Greenway Trust and the City desire to help The Greenway Trust fund this Ballinger Open Space Restoration Project by allowing The Greenway Trust to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The City will receive the benefits of the trees planted in this project at little to no cost to the City.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, storm water run-off reductions, energy savings, fish habitat, and air quality benefits arising from the planting and growth of trees in the Ballinger Open Space Restoration Project (these credits or offsets are referred to herein as "Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits ("CFC"), a registered trade name for the Washington nonprofit corporation, Urban Forest Carbon Registry.

2. Rights Granted

The City grants The Greenway Trust the title and rights to any and all Carbon+ Credits developed from trees planted as part of the Ballinger Open Space Restoration Project during the term of this Agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

3. Subject Public Lands

The public land subject to this Agreement ("Property") is part of the City's park and open space system and is commonly referred to as the Ballinger Open Space. The Ballinger Open Space is comprised of the following:

- King County Tax Parcel 263690-0148 - FRAUENTHAL BROS TRS UNREC N 1/2 W OF ALDER CREST ADD
- King County Tax Parcel 263690-0147 - FRAUENTHAL BROS TRS UNREC S 1/2 W OF W LN OF ALDER CREST ADD

- King County Tax Parcel 042604-9046 - POR OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 LY W OF 24TH AVE NE LESS POR PLATTED LESS CO RD

Nothing in this Agreement shall be interpreted as transfer any property interest in the Property to The Greenway Trust or CFC. The Property shall remain the property of the City at all times during the duration of this Agreement.

4. Obligations of City of Shoreline

The City shall not cut, harvest, or damage trees planted as part of the Ballinger Open Space Restoration Project. The City may cut such trees in cases of emergency, such as fire, earthquake, or other natural causes, so as to protect life and property. The City may also cut such trees if a certified arborist identifies the tree as a hazard tree pursuant to recognized standards of that industry.

5. Obligations of the Greenway Trust

The Greenway Trust will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Ballinger Open Space Restoration Project for the term of this Agreement and any renewal term.

6. Party Representations

City represents that it has authority to enter this Agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

The Greenway Trust represents that it has the authority and the capacities necessary to execute its obligations under this Agreement.

7. Default

If either Party is in default of this Agreement, the other Party may notify the defaulting Party of the specific nature of the default. The defaulting Party has 30 calendar days from the date of notice to correct the default. If the default is not corrected in 30 calendar days, the non-defaulting Party may cancel this Agreement immediately and send written notice to the defaulting Party.

8. Term of Agreement and Option to Renew

This Agreement shall remain in force for 26 years after the Effective Date of the Agreement. The Greenway Trust may request renewal this Agreement for a second term of 26 years if it delivers written notice of renewal to the City at least 90 calendar days prior to expiration of this Agreement. Renewal for a second term is in the sole discretion of the City.

9. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action arising under this Agreement shall be in King County Superior Court.

10. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Project Contact Name: Lisa Nelson
Name of Firm: Mountains to Sound Greenway Trust
Address: 2701 First Avenue, Suite 240
Address: Seattle, WA 98121
Phone Number: 206-373-1598 (cell)
Office Phone Number: 206-382-5565

11. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Greenway Trust, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12. Entire Agreement

This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Either Party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

13. Captions

The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

14. Counterpart Originals


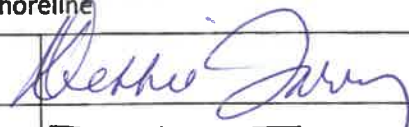
This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of

one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

15. Authority to Execute

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This Agreement is executed by

The Greenway Trust		City of Shoreline	
By:		By:	
Name:	Jon Hoekstra	Name:	Debbie Tarry
Title:	Executive Director	Title:	City Manager
Address:	2701 First Avenue Sx 240 Seattle WA 98121	Address:	17500 Midvale Ave N Shoreline, WA 98133
Phone:	206-382-5565	Phone:	206-801-3322
Fax:	—	Fax:	
Email:	jon.hoekstra@mtsgreenway.org	Email:	dtarry@shoreline.wa.gov