

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
LIGHT DIVISION  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
AGREEMENT NO. A3240**

**Reference No.: P2017-096**

**Seller: City of Tacoma, Department of Public Utilities,  
Light Division, (d.b.a. Tacoma Power)**

**Buyer: Michael and Cheryl Jensen**

**Abbreviated**

**Legal Description: Portion of S02, T12N, R2E, W.M., Lewis Co., WA**

**County: Lewis**

**Tax Parcel No.: Portion of Lewis County Assessor TPN 028327-001-000**

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of April 14, 2020 between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power)** a first class municipal corporation ("Seller") and Michael and Cheryl Jensen, husband and wife, ("Buyer").

**RECITALS**

WHEREAS, Seller is the owner of certain real property identified herein as the Property as more particularly described in Section 1 below.

WHEREAS, Buyer is developing real property that abuts the Property and desires to purchase from Seller, and Seller desires to sell to Buyer, the Property on the terms and conditions set forth herein.

WHEREAS, the Property is part of a larger parcel (the "Parent Parcel") owned by Seller and prior to conveyance of the Property to Buyer, Buyer, at its sole cost and expense, shall obtain all approvals necessary to divide the Property from the Parent Parcel so that the Property is suitable for conveyance to Buyer. The Property division may be accomplished by a boundary line adjustment, or by any other legal method of land segregation upon Seller written approval.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

**AGREEMENT**

1. Real Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property located in the County of Lewis and State of Washington, more particularly described as follows, and to be amended by any required division of the Property pursuant to Section 5.5 below:

{See attached legal description **Exhibit "A"**}

Also known as a portion of Lewis County Assessor Tax Parcel No. 028327-001-000 (the "Property"). Buyer will, prior to Closing (defined below) as more specifically described in Section 5.5, obtain all approvals necessary to divide the Property from the Parent Parcel so that the Property can be conveyed to Buyer at Closing.

2. Deposit. Buyer has deposited with Seller a check in the amount of **ONE HUNDRED AND TWENTY-FIVE THOUSAND FIVE HUNDRED and No/100 U.S. Dollars (\$125,500.00)** as full payment of the Purchase Price of the Property, of which **SIX THOUSAND TWO HUNDRED**

**SEVENTY-FIVE AND NO/100 DOLLARS (\$6,275.00)** shall be held by Seller as the earnest money deposit (the Deposit"). The Deposit and Purchase Price will be held by Seller for the benefit of the parties in a non-interest-bearing account pursuant to the terms of this Agreement.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **ONE HUNDRED AND TWENTY-FIVE THOUSAND FIVE HUNDRED and No/100 U.S. Dollars (\$125,500.00)**, to which the Deposit shall be a fully applicable part. The Purchase Price will be disbursed to Seller in cash at Closing.

4. Title to Property.

4.1 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged quit claim deed (the "Deed") substantially in the form of **Exhibit "B"** attached hereto and by this reference incorporated herein.

4.2 Preliminary Commitment and Title Policy. Buyer hereby waives receipt of a preliminary title commitment for sale of the Property. If Buyer seeks to have issued an owner's policy of title insurance insuring Buyer's title to the Property upon sale, the title policy shall be solely at Buyer's expense.

4.3 Condition of Title. Buyer hereby accepts the condition of title to be conveyed via the Deed and hereby waives the right to advise Seller by written notice what encumbrances to title, if any, are disapproved by Buyer.

5. Conditions to Closing. The satisfaction of each of the following at or before Closing shall be a condition of Closing:

5.1 Tacoma Public Utility Board and Tacoma City Council Approval. This Agreement, and the transaction contemplated hereby, must be duly approved by the Tacoma Public Utility Board and the Tacoma City Council prior to Closing. If said approvals are not obtained, this Agreement will terminate, and the Purchase Price (including the Deposit, but less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing) will be returned immediately to Buyer, 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 for in this Agreement. Nothing in this Paragraph 5.1 will obligate Seller to obtain Tacoma Public Utility Board or City Council approval beyond the ordinary course of City of Tacoma and Department of Public Utilities procedures.

5.2 Buyer's Indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable costs and attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to persons, entities and/or property received or sustained, arising out of, in connection with, or as a result of the acts or omissions of Buyer, or its agents or employees in exercising its rights under this Agreement, except for claims caused by Seller's sole negligence.

5.3 Buyer Feasibility Study. Buyer hereby waives the right to conduct inspections or feasibility studies related to the Property and will take title to the Property on an as-is basis.

- 5.4 Non-Suitability. Buyer hereby waives the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use. However, in the event Buyer does not complete the purchase, Buyer shall promptly repair any damage to the Property caused by or resulting from the activities of Buyer or its agents or employees, returning the Property as near as is practicable to its original condition.
- 5.5 Property Division Review and Approval. Prior to and as a condition to Closing, Buyer, at its sole cost and expense, and subject to the review and approval of Seller, shall obtain all approvals necessary to divide the Property and establish the Property as a legal lot suitable for conveyance to Buyer, documentation of which shall be provided to Seller. Seller shall reasonably cooperate with Buyer, at no cost to Seller, in obtaining the approvals necessary to divide the Property; provided, however, that while any division dependent on transferring the Property to Buyer may be authorized prior to Closing, the transfer shall not be completed prior to Closing. So, for example, a boundary line adjustment may be authorized prior to Closing, but the deed transferring the Property from the Parent Parcel owned by Seller to the receiving parcel owned by Buyer shall not be recorded prior to Closing. If, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing Date set forth in Section 7 herein, the parties shall negotiate in good faith to extend the Closing Date for an additional period to allow Buyer to obtain the approvals; however, Seller shall not be required to agree to any extension of more than sixty (60) additional days. If Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing Date, as it may be so extended, then either party may terminate the sale by giving written notice of termination to the other party, whereupon Seller shall retain the Deposit due Seller under Section 11 of this Agreement, and Seller shall deliver to Buyer the remainder of the Purchase Price.

6. Condition of the Property.

6.1 "As Is". Per Section 5.3 Buyer has waived the right to conduct inspections and feasibility studies; nevertheless, Buyer acknowledges that Buyer is purchasing and shall acquire the Property under this Agreement in its physical condition existing at Closing, "AS-IS, "WHERE IS" AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OR STABILITY OF THE SOILS OR GROUND WATERS, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY, SUITABILITY FOR ANY CONSTRUCTION OR DEVELOPMENT, ZONING AND SIMILAR MATTERS. As of the date this Agreement is signed by the parties, Seller has made no representations or warranties, express or implied, regarding the Property, excluding those representations and warranties expressly provided in this Agreement. Seller shall surrender the Property in as good condition, except for normal wear and tear, as exists on the date of this Agreement. Seller agrees that it will not damage nor commit waste on the Property between the date of execution of this Agreement and Closing.

6.2 Release. Except with respect to Seller's representations and warranties expressly provided in this Agreement, Buyer releases Seller and its directors, officers, employees, and agents from any and all statutory, common law, and other claims, obligations, causes of action, losses, damages, liabilities, costs and expenses (including without limitation attorney fees), unknown to Seller, that Buyer may have against Seller arising from, in whole or in part, or related in any way to the physical condition of the Property (including conditions not readily apparent and the presence of any material classified under state or federal law or regulations as hazardous). Buyer assumes all liability and responsibility for any hazardous materials on or under the property and all costs for remediation of same, and shall not seek reimbursement from Seller therefore.

6.3 Inspections. Buyer agrees that it will rely on its own inspections and evaluations of the Property, with the exception of written documentation, including, but not limited to any disclosures required by law, provided to it by Seller, to determine the suitability of the Property for Buyer's intended use.

7. Closing. This transaction will be closed outside of escrow. The closing will occur not later than 1) December 31, 2020 or 2) thirty (30) days following satisfaction of all conditions set forth under Section 5 Conditions to Closing herein (the "Closing Date") whichever event occurs first. "Closing", for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to Seller, and legal title of the Property passes to Buyer. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Seller will immediately terminate the sale and forward the Purchase Price to Buyer, less the Deposit due Seller under Section 11 of this Agreement. When notified by the Seller, Buyer will deposit with Seller without delay all instruments and monies required to complete the transaction in accordance with this Agreement.

8. Closing Costs and Proration. Seller shall pay state of Washington real estate excise taxes, if any, applicable to the sale. Buyer shall pay the cost of recording the Deed. Property taxes and assessments for the current year, water and other utility charges, if any, shall be prorated as of the Closing Date unless otherwise agreed. Seller is a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore property taxes will only be due from Buyer for its ownership from and after the Closing Date.

9. Casualty Loss. Seller shall promptly notify Buyer of any event prior to the Closing Date which causes damage to or destruction of any portion of the Property. If Buyer and Seller cannot come to an agreement regarding any such damage to or destruction of the Property, including the settlement of any insurance claims, then Buyer and Seller will each have the right to terminate this Agreement by giving written notice of termination to the other party within twenty (20) days after receipt of actual notice of such casualty loss. Upon exercise of such termination election by either party, this Agreement will terminate, and the Purchase Price (including the Deposit) will be returned to Buyer.

10. Possession. Seller shall deliver possession of the Property to Buyer upon Closing. Seller shall remove any and all personal property belonging to Seller from the Property on or before Closing, unless any items are specifically authorized to remain in writing by Buyer.

11. Events of Default. In the event Buyer fails, without legal excuse to complete the purchase of the Property, then the Deposit shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer shall be entitled to immediate return of the Purchase Price (including the Deposit), and may pursue any remedies available to it in law or equity, including specific performance.

12. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, given by mail or e-mail. 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:

Seller: Tacoma Public Utilities – Real Property Services  
ABS – 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
e-mail: [gmuller@cityoftacoma.org](mailto:gmuller@cityoftacoma.org)

Buyer: Michael and Cheryl Jensen  
21054 253<sup>rd</sup> PI SE  
Maple Valley, Washington 98038-7616  
e-mail: [jensen.cheryl@ymail.com](mailto:jensen.cheryl@ymail.com)

Any notice will be deemed to have been given, when personally delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit in the U.S. mail, and if delivered by e-mail, the same day as verified by electronic "Delivery Receipt".

13. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which counterpart when so executed shall have the same force and effect as if that party had signed all other counterparts. Electronically transmitted signatures shall be fully binding and effective for all purposes.

14. Brokers and Finders. In the event any broker or other person makes a claim for a commission or finder's fee based upon the transaction contemplated by this Agreement, the party through whom said broker or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the Closing of this transaction.

15. Professional Advice. Seller and Buyer hereby acknowledge that it may be advisable for either or both parties to obtain independent legal, tax or other professional advice in connection with this transaction, as the terms and conditions of this Agreement affect the parties' rights and obligations. The parties agree that they have satisfied themselves that they understand the terms and conditions of this sale and have accepted full responsibility to seek such professional advice as they deem necessary.

16. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of Closing, will be deemed to be material, and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of 6 (six) months whereupon they shall terminate. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

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

19. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy proceeding.

20. Time of the Essence. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

21. FIRPTA. If required, Seller will prepare a certification or equivalent that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA"),

and Seller agrees to sign this certification. If Seller is a "foreign person" as the same is defined by FIRPTA, and this transaction is not otherwise exempt from FIRPTA, Seller will withhold and pay the required amount to the Internal Revenue Service.

22. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant 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.

23. Nonmerger. The terms and provisions of this Agreement, including without limitation, all indemnification obligations, will not merge in, but will survive the Closing of the transaction contemplated under this Agreement.

24. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.

25. 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.

26. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to give effect to the Agreement contemplated herein.

27. Survival. Any terms, conditions, or provisions of this Agreement which by their nature should survive shall survive the Closing of the sale.

28. Waiver of RCW 64.06 Disclosure. Buyer and Seller acknowledge that the Property may constitute "Commercial Real Estate" or "Residential Real Property" as defined in RCW 64.06.005. Buyer waives receipt of the seller disclosure statement required under RCW 64.06 for transactions involving the sale of such real property, except for the section entitled "Environmental." The Environmental section of the seller disclosure statement (the "Disclosure Statement") shall be provided to Buyer within five business days after acceptance of this Agreement. Buyer shall within three business days thereafter either deliver written notice to Seller to rescind the Agreement, else the Disclosure Statement will be deemed approved and accepted by Buyer. If Buyer rescinds this Agreement, the Purchase Price (including the Deposit, but less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing) will be returned immediately to Buyer, 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 for in this Agreement.

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property, and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter of this Agreement.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

BUYER:

TACOMA POWER

MICHAEL AND CHERYL JENSEN

Jackie Flowers 4/14/2020  
Jackie Flowers, Director of Utilities Date

Michael Jensen 4/1/2020  
Michael Jensen Date

Chris Robinson  
Chris Robinson, Power Superintendent

Cheryl Jensen 4/1/2020  
Cheryl Jensen Date

Approved as to form:

Michael W. Smith  
Michael W. Smith, Deputy City Attorney

City of Tacoma Review

Christopher Mattson  
Chris Mattson, Power Section Manager

Keith Underwood  
Keith Underwood, Power Section Assistant Manager

[Signature]  
Jeff Singleton, Tacoma Power Chief Surveyor

Andrew Cherullo  
Andrew Cherullo, Director of Finance

ES LV

**EXHIBIT "A"**

**Property Legal Description**

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON;

EXCEPT FISH HATCHERY ROAD;

AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 AS MARKED BY A BRASS DISK MONUMENT; THENCE NORTH  $57^{\circ}46'57''$  EAST ALONG THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY 465.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FORMER TACOMA EASTERN RAILWAY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIBED LINE; THENCE SOUTH  $34^{\circ}15'27''$  EAST 105.08 FEET, MORE OR LESS, TO THE CORNER COMMON TO LOTS 4 AND 5 OF THE PLAT OF KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, RECORDS OF LEWIS COUNTY, WASHINGTON ON THE NORTHWESTERLY BOUNDARY THEREOF AND THE TERMINUS OF THIS DESCRIBED LINE.

**EXHIBIT "B"**

**After Recording Mail To:**

TACOMA PUBLIC UTILITIES  
ABS 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
Attn: Real Property Services

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITES  
QUIT CLAIM DEED NO. 6774**

Reference No. P2017-096  
Grantor: City of Tacoma, Department of Public Utilities, Light  
Division (d.b.a. Tacoma Power)  
Grantee: Michael Jensen and Cheryl Jensen  
Abbr. Legal Description: Portion of S02, T12N, R2E, W.M., in Lewis County, WA.  
Tax Parcel No.: Portion of 028327-001-000

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), a first class municipal corporation, for and in consideration of One Hundred and Twenty-Five Thousand Five Hundred and No/100 U.S. Dollars (\$125,500.00), conveys and quit claims to Michael Jensen and Cheryl Jensen, husband and wife, as Grantee, all interest in the following described real property situate in Lewis County, State of Washington, to-wit:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON;

EXCEPT FISH HATCHERY ROAD;

AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 AS MARKED BY A BRASS DISK MONUMENT; THENCE NORTH 57°46'57" EAST ALONG THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY 465.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FORMER TACOMA EASTERN RAILWAY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIBED LINE; THENCE SOUTH 34°15'27" EAST 105.08 FEET, MORE OR LESS, TO THE CORNER COMMON TO LOTS 4 AND 5 OF THE PLAT OF KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, RECORDS OF LEWIS COUNTY, WASHINGTON ON THE NORTHWESTERLY BOUNDARY THEREOF AND THE TERMINUS OF THIS DESCRIBED LINE.

Also known as a portion of Lewis County Tax Parcel Number 028327-001-000.

Authorized by City Council Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_ at the request of Public Utility Board Resolution No. U- \_\_\_\_\_ adopted on \_\_\_\_\_.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this on \_\_\_\_\_.

CITY OF TACOMA

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

Attest:

\_\_\_\_\_  
City Clerk

**Accepted by Grantee**

By: \_\_\_\_\_  
Printed Name: Michael Jensen  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Cheryl Jensen  
Date: \_\_\_\_\_



P2017-096/D6774

**CITY OF TACOMA  
DEPT. OF PUBLIC UTILITIES**

APPROVED:

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Jackie Flowers,  
Director of Utilities

AUTHORIZED:

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Chris Robinson,  
Power Superintendent

REVIEWED:

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Chris Mattson,  
Power Section Manager

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Keith Underwood,  
Power Section Assistant Manager

REVIEWED:

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Jeff Singleton,  
Tacoma Power Chief Surveyor

APPROVED AS TO FORM:

---

Michael W. Smith,  
Deputy City Attorney

**Addendum No. 1 to  
City of Tacoma Department of Public Utilities Light Division  
Real Estate Purchase and Sale Agreement No. A3240  
RPS Project No. 2017-096**

THIS Addendum is hereby incorporated into that certain REAL ESTATE PURCHASE AND SALE AGREEMENT dated April 14, 2020 by and between the CITY OF TACOMA, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), a first class municipal corporation ("Seller"), and Michael and Cheryl Jensen, husband and wife, ("Buyer"), and collectively referred to herein as the "Parties".

WITNESSETH

**WHEREAS** the Parties have executed the aforementioned REAL ESTATE PURCHASE AND SALE AGREEMENT dated April 14, 2020 (the "Agreement"), and

**WHEREAS** Section 5.5 of the Agreement provides that prior to Closing (as defined in the Agreement), Buyer, at its sole cost and expense, and subject to the review and approval of Seller, shall obtain all approvals necessary to divide the Property and establish the Property as a legal lot suitable for conveyance, and

**WHEREAS** Section 5.5 of the Agreement further provides that if, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing date, the parties shall negotiate in good faith to extend the Closing Date for an additional period to allow Buyer to obtain the approvals; however, Seller shall not be required to agree to any extension of more than sixty (60) additional days, and

**WHEREAS** the Buyer has obtained approval from Lewis County for a Boundary Line Adjustment necessary to divide the Property and establish the Property as a legal lot suitable for conveyance, and

**WHEREAS** Section 7 of the Agreement provides that Closing will occur not later than 1) December 31, 2020 or 2) thirty (30) days following satisfaction of all conditions set forth under Section 5 of the Agreement (the "Closing Date"), whichever event occurs first, and

**WHEREAS** Section 5.1 of the Agreement requires that the Agreement and the transaction contemplated thereby must be duly approved by both the Tacoma Public Utility Board and the Tacoma City Council prior to Closing, and based on the current published schedules of these approving bodies it is not possible to obtain approval from both approving bodies prior to December 31, 2020, and

**WHEREAS** the Parties wish to extend the Closing Date an additional 120 days in order to obtain approvals of the Agreement and the transaction

contemplated thereby by both the Tacoma Public Utility Board and the Tacoma City Council, and

**WHEREAS** Section 1 of the Agreement provides that the Property to be conveyed, to be amended by any required division of the Property pursuant to Section 5.5, is more particularly described in Exhibit "A" and Exhibit "B" of the Agreement, and

**WHEREAS** Section 16 of the Agreement provides that the Agreement may be amended or modified only by a written instrument executed by the Parties, and

**WHEREAS** the Parties wish to extend the Closing Date and revise the Property legal description.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations herein, the Parties agree as follows:

1. The Closing Date is extended to occur not later than April 30, 2021.
2. The Property legal description is revised as shown on Exhibit "A".
3. All other terms of the Agreement shall remain the same unless formally amended in writing upon mutual agreement of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Addendum No. 1 effective as of \_\_\_\_\_.

BUYER:

SELLER: TACOMA POWER

\_\_\_\_\_  
Michael Jensen Date

\_\_\_\_\_  
Jackie Flowers, Date  
Director of Utilities

\_\_\_\_\_  
Cheryl Jensen Date

\_\_\_\_\_  
Jeff Singleton, Chief Surveyor

Approved as to Form:

\_\_\_\_\_  
Michael W. Smith, Deputy City Attorney

**Addendum No. 1 to  
City of Tacoma Department of Public Utilities Light Division  
Real Estate Purchase and Sale Agreement No. A3240  
RPS Project No. 2017-096**

**EXHIBIT "A"**

**Property Legal Description**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A LINE BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHERLY CORNER OF LOT 4, KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, THENCE N30°01'20"W 104.80 FEET TO THE INTERSECTION OF THE NORTHERLY MARGIN OF SAID FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY AND THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY LINE, N57°46'53"E A DISTANCE OF 374.63 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND THE **TERMINUS** OF THIS DESCRIBED LINE.

EXCEPT FISH HATCHERY ROAD;

LEWIS COUNTY, WASHINGTON.

**After Recording Mail To:**

TACOMA PUBLIC UTILITIES  
ABS 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
Attn: Real Property Services

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
QUIT CLAIM DEED NO. 6774**

Reference No.	P2017-096
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	Michael Jensen and Cheryl Jensen
Abbr. Legal Description:	Portion of S02, T12N, R2E, W.M., in Lewis County, WA.
Tax Parcel No.:	Portion of 028327-001-000

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), a first class municipal corporation, for and in consideration of One Hundred and Twenty-Five Thousand Five Hundred and No/100 U.S. Dollars (\$125,500.00), conveys and quit claims to Michael Jensen and Cheryl Jensen, husband and wife, as Grantee, all interest in the following described real property situate in Lewis County, State of Washington, to-wit:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A LINE BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHERLY CORNER OF LOT 4, KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, THENCE N30°01'20"W 104.80 FEET TO THE INTERSECTION OF THE NORTHERLY MARGIN OF SAID FORMER TACOMA EASTERN RAILWAY 100-FOOT-WIDE RIGHT-OF-WAY AND THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY LINE, N57°46'53"E A DISTANCE OF 374.63 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND THE **TERMINUS** OF THIS DESCRIBED LINE.

EXCEPT FISH HATCHERY ROAD;

LEWIS COUNTY, WASHINGTON.

Authorized by City Council Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_  
at the request of Public Utility Board Resolution No. U-\_\_\_\_\_ adopted on \_\_\_\_\_.

IN WITNESS WHEREOF, said corporation has caused this instrument to be  
executed by its proper officers this on \_\_\_\_\_.

CITY OF TACOMA

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

Attest:

\_\_\_\_\_  
City Clerk

**Accepted by Grantee**

By: \_\_\_\_\_  
Printed Name: Michael Jensen  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Cheryl Jensen  
Date: \_\_\_\_\_



P2017-096/D6774

**CITY OF TACOMA  
DEPT. OF PUBLIC UTILITIES**

APPROVED:

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Jackie Flowers,  
Director of Utilities

AUTHORIZED:

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Chris Robinson,  
Power Superintendent

REVIEWED:

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Chris Mattson,  
Power Section Manager

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Keith Underwood,  
Power Section Assistant Manager

REVIEWED:

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Jeff Singleton,  
Tacoma Power Chief Surveyor

APPROVED AS TO FORM:

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Michael W. Smith,  
Deputy City Attorney