

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT
AGREEMENT NO. A3185**

Reference No.: P2018-113

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

Buyer: Patrick M. and Shannon M. Cookson
Abbreviated

Legal Description: Portion of the NW Quarter S24, T17N, R3E, W.M., Pierce Co., WA
County: Pierce

Tax Parcel No.: Pierce County Assessor TPN 0317242034

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 20__ between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power)** a first class municipal corporation ("Seller") and Patrick M. Cookson and Shannon M. Cookson, 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 desires to purchase from Seller, and Seller desires to sell to Buyer, the Property on the terms and conditions set forth herein.

WHEREAS, Seller owns, operates, and maintains lines and appurtenances for electrical transmission and/or distribution on the Property. Buyer will grant an easement to Seller encumbering the Property allowing Seller to continue to operate, maintain, and replace its current and future electrical lines and appurtenances.

WHEREAS, Seller owns, operates, and maintains lines and appurtenances for electrical transmission and/or distribution on the Property, which infrastructure must be safeguarded and protected against damage by falling trees, Seller will retain all easement rights not subsequently relinquished, granted by that certain Warranty Deed dated June 20, 1949 and recorded under Auditor's File No. 1521524, records of Pierce County, WA, (attached hereto as **Exhibit "A"**).

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 Pierce and State of Washington, more particularly described as follows:

A strip of land one hundred feet in width in the Southeast Quarter of the Northwest Quarter of Section 24, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, being fifty feet on each side of the following described centerline:

Beginning at a point on the south boundary line of said Southeast Quarter of the Northwest Quarter, which is 280.02 feet west of the Southeast corner thereof; thence North 0° 38' 48" East to the north boundary line of said Southeast Quarter of the Northwest Quarter. Said 100 foot wide

strip being a portion of that certain tract within said Section 24 conveyed to the City of Tacoma by Warranty Deed dated June 20, 1949 and recorded July 11, 1949 under Auditor's File No. 1521524, records of Pierce County, Washington.

Excepting therefrom that portion lying Northerly of the Christiansen-Muck County Road.

Also known as Pierce County Assessor Tax Parcel 0317242034 (the "Property").

2. Deposit. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to Seller an earnest money deposit in the amount of **Twelve Thousand and No/100 U.S. Dollars (\$12,000.00)** (the "Deposit") which is the full purchase price of the Property. The Deposit will be held by Seller pursuant to the terms of this Agreement. Any interest that accrues on the Deposit will be for the benefit of Seller, and if Buyer forfeits the Deposit to Seller pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **Twelve Thousand and No/100 U.S. Dollars (\$12,000.00)**, to which the Deposit shall be a fully applicable part. The Purchase Price, the amount of the Deposit, will be paid 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") as substantially shown in **Exhibit "B"** attached hereto and by this reference incorporated herein. Further, at Closing, Buyer shall convey to Seller permanent easement rights in the Property for continued operation, maintenance, and replacement of lines and appurtenances for electrical transmission and/or distribution (the "Easement") and as substantially shown in **Exhibit "C"** attached hereto and by this reference incorporated herein.

4.2 Preliminary Commitment and Title Policy. Buyer hereby waives receipt of a preliminary title commitment and will not seek to have issued an owner's policy of title insurance insuring Buyer's title to the Property.

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.

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 Deposit, 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 City Council approval beyond the ordinary course of City of Tacoma procedure.

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 return the Property as near as is practicable to its original condition.

6. Condition of the Property.

6.1 "As Is" 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, SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS, AND EVALUATION OF THE PROPERTY. 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 acceptance of this Agreement and Closing.

6.2 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. Closing will be held at the office of the Seller on or before **November 30, 2018** (the "Closing Date"). 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 Deposit to Buyer, less any portion of the Deposit due Seller under Section 11 of this Agreement. When notified by Seller, Buyer will deposit with Seller without delay all instruments and monies required to complete the transaction in accordance with this Agreement. "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 passes to Buyer.

8. Closing Costs and Prorations. Seller shall pay state of Washington real estate excise taxes, if any, applicable to the sale. Seller 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 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 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 that portion of the Deposit which does not exceed fifty percent (50%) of the Purchase Price 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 its 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 via facsimile. E-mail transmission of notice shall not be effective. 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 – 2nd Floor
3628 S. 35th Street
Tacoma, WA 98409
Facsimile No.: (253) 502-8539

Buyer: Patrick M. and Shannon M. Cookson
P.O. Box 4163
Spanaway, WA 98387
Facsimile No.: N/A

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 facsimile, the same day as verified.

13. Counterparts; Faxed 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. Facsimile 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 the 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. 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. 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 execution of this Agreement. The Disclosure Statement shall be deemed approved and accepted by Buyer if Buyer fails to deliver written notice to rescind this Agreement within three business days thereafter. If Buyer rescinds this Agreement, the Deposit, 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.

28. 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.

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

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

SELLER:

BUYER:

TACOMA POWER

Jackie Flowers, Date
Director of Utilities

Patrick M. Cookson Date

Chris Robinson, Date
Power Superintendent / COO

Shannon M. Cookson Date

Approved as to form:

Michael W. Smith, Date
Deputy City Attorney

City of Tacoma Review

Joseph A. Wilson, Date
Transmission and Distribution Power Section Manager

John Nierenberg, Date
Transmission and Distribution Power Section Assistant Manager

Jeff Singleton, Date
Chief Surveyor

FINANCE:

Andrew Cherullo, Date
Director of Finance

EXHIBIT "A"

1949-011

1521524

WARRANTY DEED

The Grantor, WEYERHAEUSER TIMBER COMPANY, a Washington corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, receipt whereof is hereby acknowledged, conveys and warrants unto the CITY OF TACOMA, a municipal corporation of the State of Washington, Grantee, the following described strips of land for an electrical power transmission line, situate in Pierce County, State of Washington, to-wit:

The East One Hundred (100) feet of the West One Hundred Sixty-five and seventy-five hundredths (165.75) feet of Lot Two (2), Section One (1), Township Sixteen (16) North, Range Three (3) East of W. M., containing 2.96 acres, more or less;

That part of a strip of land 100 feet in width East of, parallel with and adjacent to a strip of land conveyed by Weyerhaeuser to the City of Tacoma by a deed dated December 20, 1911, which lies within the North Half of Northeast quarter (NE 1/4 of NE 1/4) and Southeast quarter of Northeast quarter (SE 1/4 of NE 1/4) of Section Twelve (12), Township Sixteen (16) North, Range Three (3) East of W. M., containing 6.26 acres, more or less;

A strip of land One Hundred (100) feet in width in the Fractional East Half of Northwest quarter (Fr. E 1/2 of NW 1/4) and the Northeast quarter of Southwest quarter (NE 1/4 of SW 1/4) of Section One (1), Township Seventeen (17) North, Range Three (3) East of W. M., being fifty feet (50) in width on each side of the following described center line: Beginning at Engineer's Center Line Station 1046+18.7, a point on the North line of said Section 1, which is 280 feet West of the North quarter corner of said section; thence South 0° 49' 35" East to the South line of said Northeast quarter of Southwest quarter (NE 1/4 of SW 1/4), and containing 9.09 acres, more or less;

A strip of land One Hundred (100) feet in width in the Northeast quarter of Northwest quarter (NE 1/4 of NW 1/4) of Section Thirteen (13), Township Seventeen (17) North, Range Three (3) East of W. M., being Fifty (50) feet in width on each side of the following described center line: Beginning at Engineer's Center Line Station 1151+98.21, a point on the North boundary line of said Section 13, which is 367.27 feet West of the North quarter corner of said section; thence South 1° 42' 10" East to the South line of said Northeast quarter of Northwest quarter (NE 1/4 of NW 1/4), containing 3.03 acres, more or less;

A strip of land One Hundred (100) feet in width in the Southeast quarter of Northwest quarter (SE 1/4 of NW 1/4) of Section Twenty-four (24), Township Seventeen (17) North, Range Three (3) East of W. M., being Fifty (50) feet on each side of the following described center line: Begin-

NE 1-16-35
Accepted by City Council July 5, 1949
Edna J. Melaner Deputy City Clerk

NW, SW 1-17-35
DESCRIPTIONS correct
O.K. [Signature]

NW 13-17-35

NW 24-17-35

FURTHER APPROVED

[Signature]
CORPORATION COUNSEL

D-3196

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ning at a point on the South boundary line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$), which is 280.02 feet West of the Southeast corner thereof; thence North 0° 38' 48" East to the North boundary line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$), containing 3.06 acres, more or less;

NW+SW
25-17-3E

A strip of land One Hundred (100) feet in width in the Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the East Half of Southwest Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section Twenty-five (25), Township Seventeen (17) North, Range Three (3) East of W. M., being Fifty (50) feet on each side of the following described center line: Beginning at a point on the South boundary line of the Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) which is 280.05 feet West of the Southeast corner thereof; thence North 0° 46' 21" East to the North boundary line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$), containing 9.09 acres, more or less.

The locations of said strips of land are shown on six (6) maps hereto attached, made a part hereof and marked "Exhibits A to F, inclusive"; and each further identified by the signature of C. D. Weyerhaeuser.

And also for the considerations hereinabove mentioned and for the purpose of safeguarding and protecting the construction, operation and maintenance of said electrical power transmission line from and against damage by falling trees, the Grantor hereby grants to the Grantee an easement to enter upon the following described lands:

East Two Hundred (200) feet of the West Four Hundred (400) feet and the West One Hundred (100) feet of Lot Two (2) and the East One Hundred (100) feet of the Fractional East Half of Northwest Quarter (Fr. E $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section One (1), Township Sixteen (16) North, Range Three (3) East of W. M.;

That part of a strip of land Two Hundred (200) feet in width lying East of, parallel with and adjacent to the hereinabove described strip of land in Section Twelve (12), Township Sixteen (16) North, Range Three (3) East of W. M., which lies within the North Half of Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) and the Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Twelve (12).

Strips of land each Two Hundred (200) feet in width, one strip being parallel with and adjacent to each side of the hereinabove described strips of land One Hundred (100) feet in width in Sections One (1), Twelve (12), Thirteen (13), Twenty-four (24) and Twenty-five (25), Township Seventeen (17) North, Range Three (3) East of W. M., herein conveyed to the Grantee;

at any and all times during the construction, operation and maintenance of said transmission line and to cut and remove any tree, dead, decayed, leaning or otherwise, standing on any of the Grantor's lands within 200 feet of the 100 foot strip of land herein conveyed to the Grantee, which said tree is, in the judgment of the Grantee, liable to fall upon or damage said transmission line, or lines;

DESCRIPTION ONE PAGE
O.K. [Signature]

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provided, however, that no tree shall be cut from the Grantor's lands above described before the same shall have been first designated and plainly marked by the Grantee as a danger tree, estimated by the Grantor and the reasonable value thereof paid by the Grantee to the Grantor; provided, however, that the provisions of this paragraph with respect to payment for the cutting of danger trees shall apply only to trees cut after December 31, 1949.

All standing timber to be cut by the Grantee on the lands herein conveyed to it or upon the danger tree areas as above described shall be felled so as to lodge on such lands and not upon the adjacent lands of the Grantor. All tops, limbs, slashings and debris created by the clearing of said lands herein conveyed to the Grantee and on the danger tree areas adjacent thereto, upon which the easement to cut danger trees is herein granted, shall be removed therefrom by burning or otherwise so that the fire hazard shall be reduced to a minimum and the Grantee agrees to abide by and conform to all laws, rules and regulations relating to fire prevention and suppression with respect thereto and with respect to subsequent burning of any slashings on said lands.

D-3196

This deed is given subject to any easement or right of way in the public for any public roads heretofore established or existing on said strips of land herein conveyed or any part thereof, and a right of way easement dated May 3, 1924 wherein Weyerhaeuser granted to Henry Hendrickson an easement for a wagon road across the South 15 feet of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 13, Township 17 North, Range 3 East of W. M., lying West of the County Road, being approximately 500 feet long.

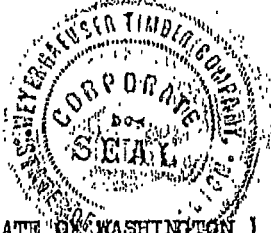
The Grantor reserves for itself, its successors and assigns, the right to cross and recross the above described One Hundred (100) foot strips of land at any place on grade or otherwise, by any means, for any purpose, provided, however, such crossing shall not materially interfere with the use of the lands granted to the Grantee for an electrical power transmission line.

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The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all ores, minerals, oils, gases, stone and fossils of any nature whatsoever in or upon said land, together with the right to enter upon said lands for the purpose of exploring the same for such ores, minerals, oils, gases, stone and fossils and for the purpose of drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom all such materials and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purposes; provided, however, such operations shall in no manner interfere with the operation or maintenance of said transmission line and that the Grantee, its successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the improvements thereon caused by the exercise of any rights herein reserved; but provided further that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

D-3194

Dated this 20th day of June, 1949.



WEYERHAEUSER TIMBER COMPANY

By David E. Egan
Vice President

Attest: George S. Long
Secretary

STATE OF WASHINGTON }
County of Pierce } ss.

On this 20th day of June, A. D. 1949, before me personally appeared David Graham, to me known to be the Vice President of Weyerhaeuser Timber Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument 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 said instrument

1521524

and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

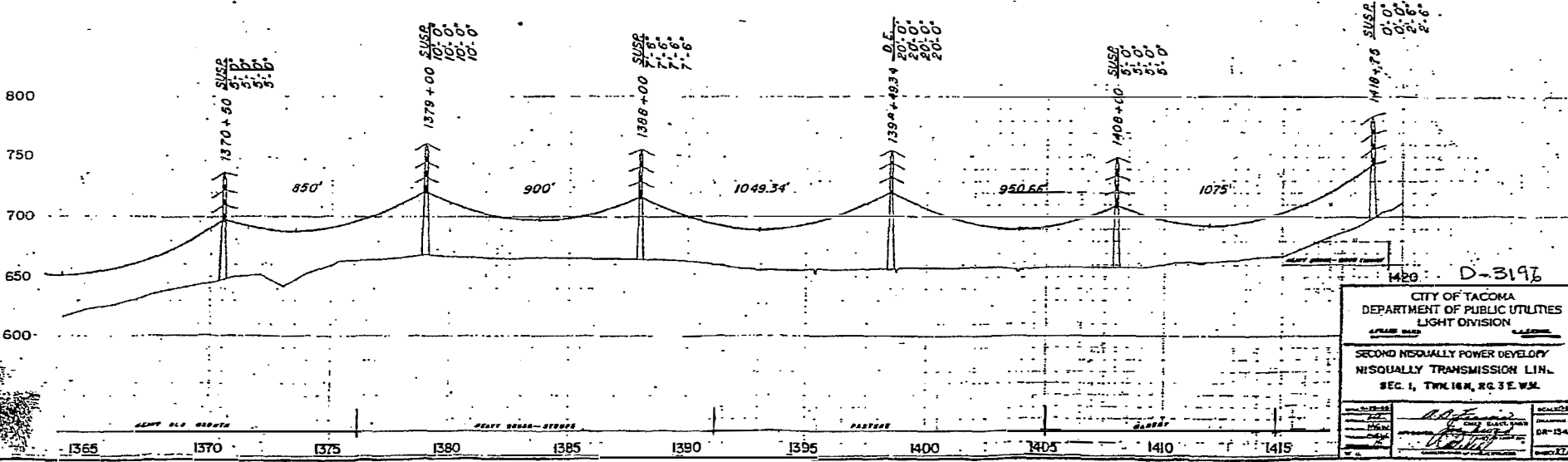
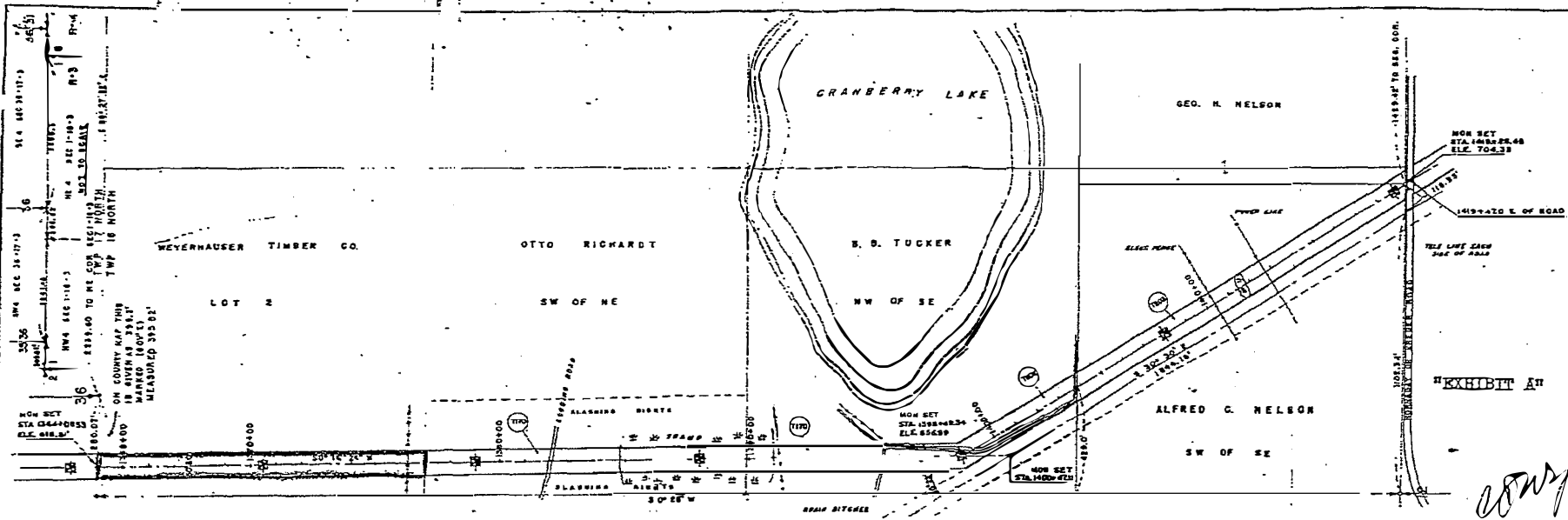
H. H. Anderson

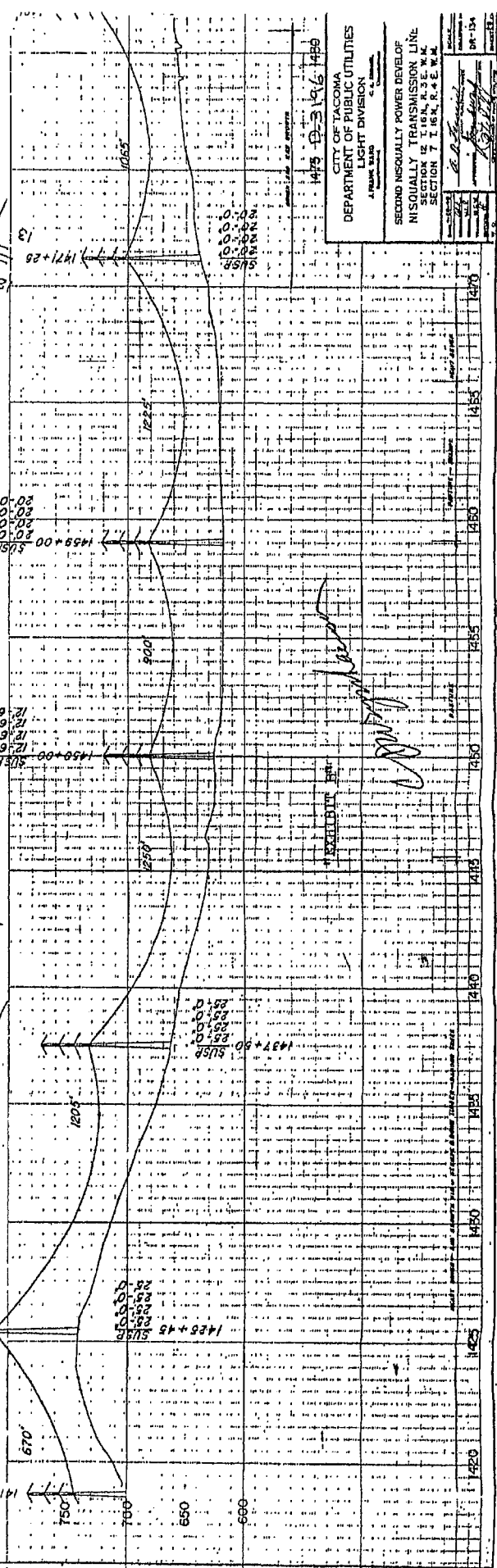
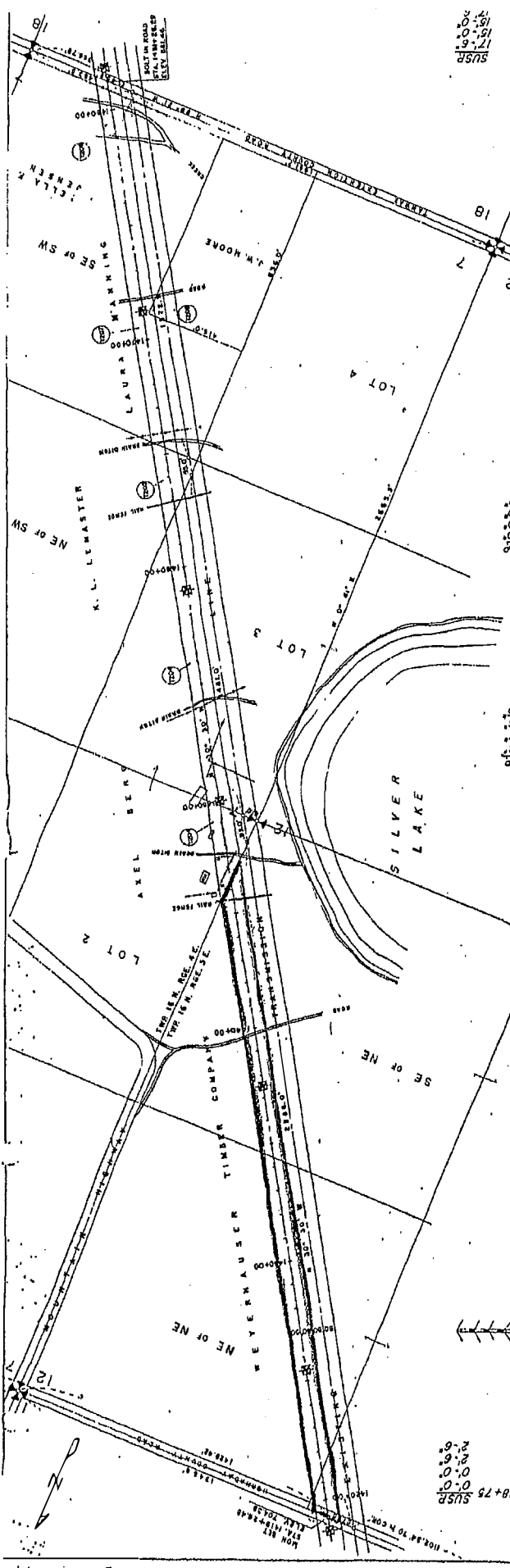
Notary Public in and for the State of Washington, residing at Tacoma.



D-3196

Filed for record July 11 1949 9:22 a.m.
Request of Controller City Hall
JACK W. SCHMITZ, Co. Auditor
D. M. Anderson

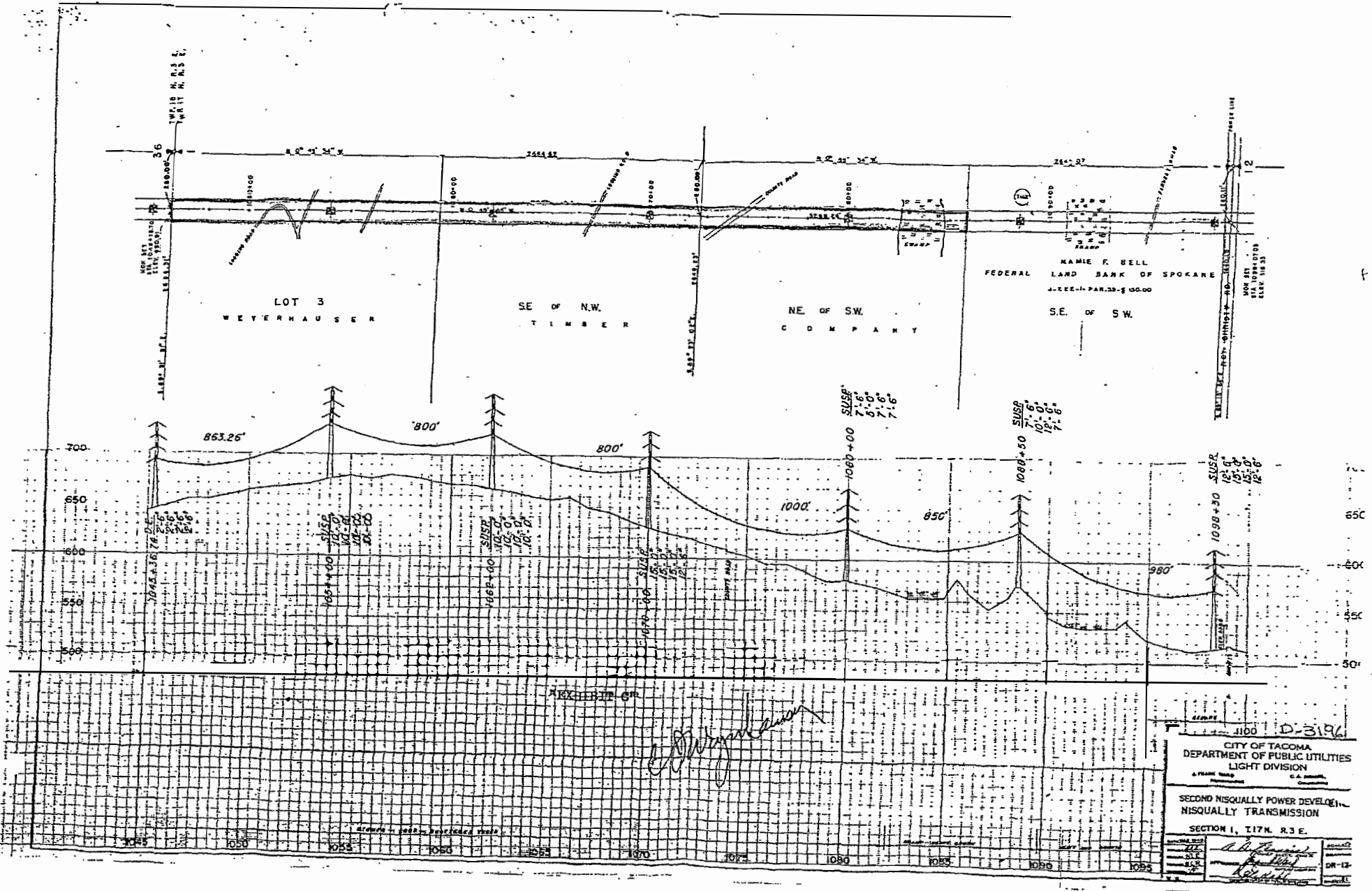




CITY OF TACOMA
 DEPARTMENT OF PUBLIC UTILITIES
 LIGHT DIVISION
 SECOND INEQUALLY POWER DEVELOP
 M'ISQUALLY TRANSMISSION LINE
 SECTION 18 N. 3 E. W. 4
 SECTION 7, 18 N. 3 E. W. 4

DATE	1915
BY	[Signature]
CHECKED	[Signature]
APPROVED	[Signature]
SCALE	AS SHOWN
PROJECT NO.	1485
PLAT NO.	154





1/2" = 10' N. 33 E.
 1/4" = 10' N. 33 E.

NEW SET
 CIVIL ENGINEER
 1111 N. 33 E.

LOT 3
 WETERHAUSER

SE OF N.W.
 TIMBER

NE OF SW.
 COMPANY

FEDERAL
 LAND BANK OF SPOKANE
 J. 1/2" = 10' PAR. 33-2 00.00

S.E. OF SW.

1/2" = 10' N. 33 E.
 1/4" = 10' N. 33 E.

Handwritten signature

1100 0-3196

CITY OF TACOMA
 DEPARTMENT OF PUBLIC UTILITIES
 LIGHT DIVISION

SECOND NISQUALLY POWER DEVELOPMENT
 NISQUALLY TRANSMISSION
 SECTION I, T17N. R3E.

DATE: 11/1/50
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

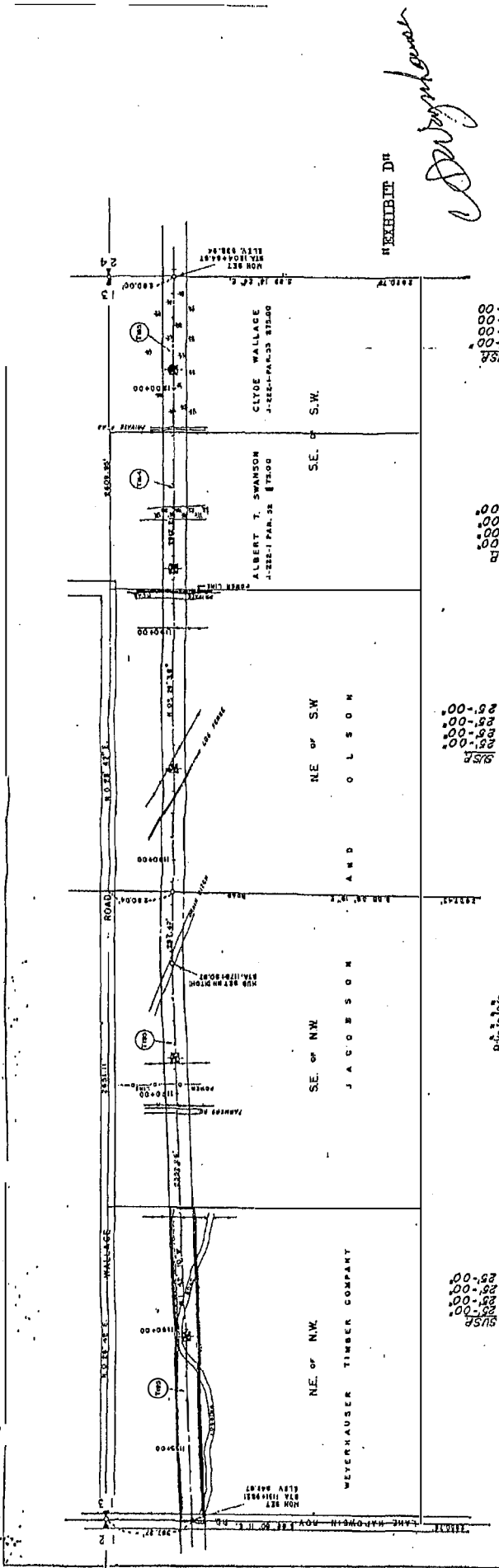
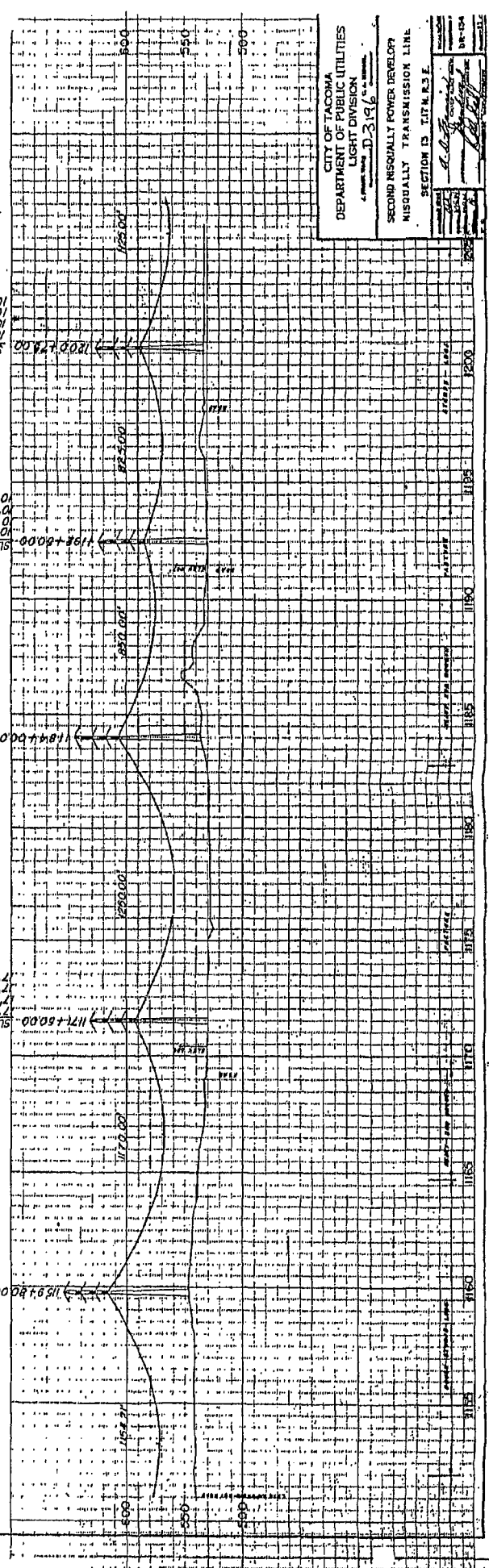


EXHIBIT D

Handwritten signature



CITY OF TACOMA
 DEPARTMENT OF PUBLIC UTILITIES
 LIGHT DIVISION
 SECOND MISQUALLY POWER DEVELOPMENT
 MISQUALLY TRANSMISSION LINE
 SECTION 13 T.P.M. R.3 E.
 PROJECT NO. D-3196
 DATE: 11/15/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

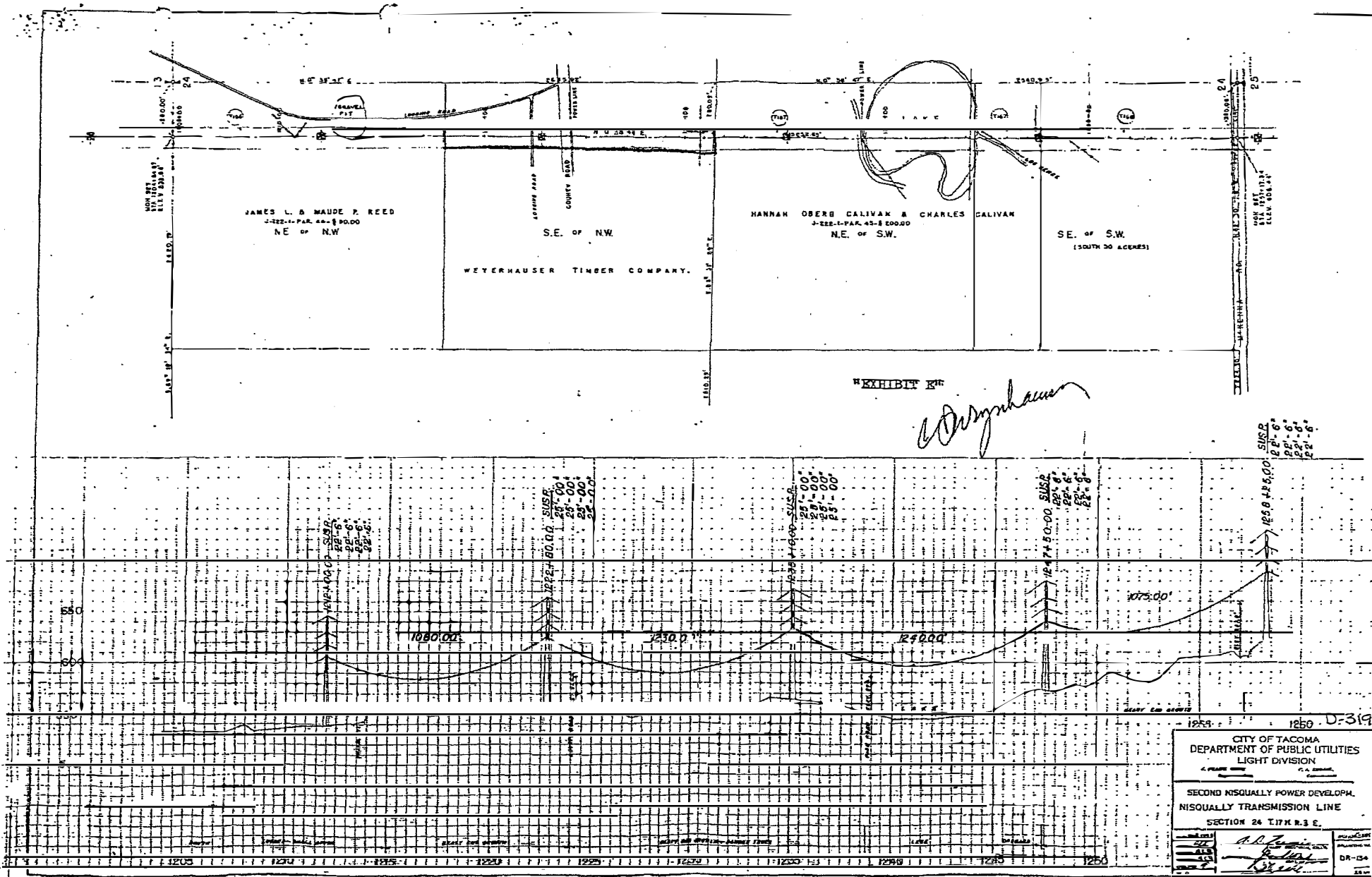


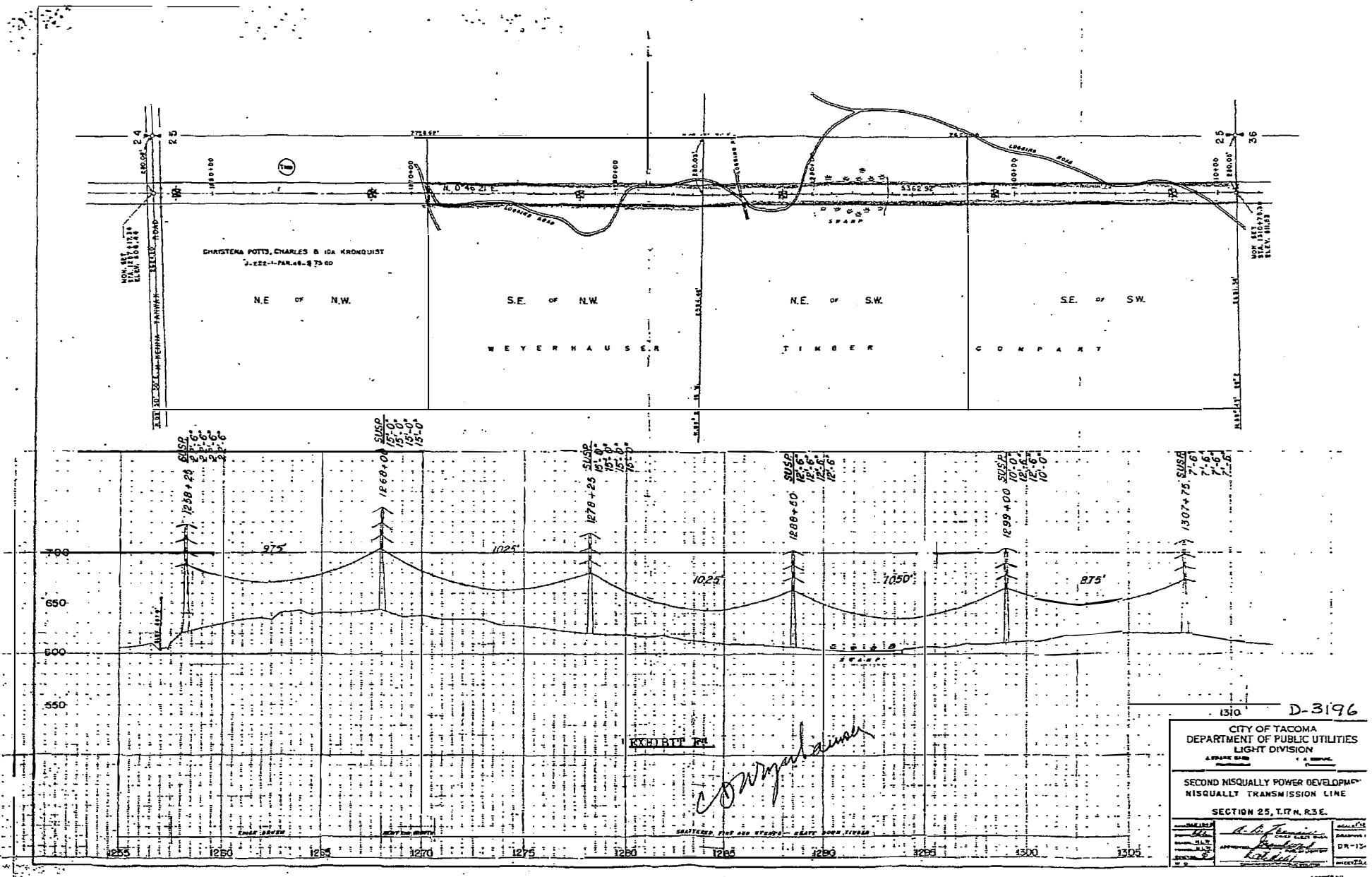
EXHIBIT K
Weyerhaeuser

1259 1260 D-3196

CITY OF TACOMA
 DEPARTMENT OF PUBLIC UTILITIES
 LIGHT DIVISION

SECOND NISQUALLY POWER DEVELOPM.
 NISQUALLY TRANSMISSION LINE
 SECTION 24 T17K R.3 E.

DR-54
 55



1310 D-3196

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION

SECOND NISQUALY POWER DEVELOPMENT
NISQUALY TRANSMISSION LINE

SECTION 25, T.17N. R.3E.

DATE	SCALE	DRAWN BY	CHECKED BY
5/16	AS SHOWN	A. J. ...	DR-15
APPROVED BY			
SECTION 2			

EXHIBIT "B"

After Recording Mail To:

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

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITES
QUIT CLAIM DEED NO. D6765**

Reference No. P2018-113
Grantor: City of Tacoma, Department of Public Utilities, Light
Division (d.b.a. Tacoma Power)
Grantee: Patrick M. and Shannon M. Cookson
Abbr. Legal Description: Portion of the NW Quarter of Section 24, Township 17
North, Range 3 East, W.M., in Pierce County, WA.
Tax Parcel No: 0317242034

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 Twelve Thousand and No/100 U.S. Dollars (\$12,000.00), hereby conveys and quit claims to Patrick M. Cookson and Shannon M. Cookson, husband and wife, as Grantee, all its interest in the following described real property situate in Pierce County, State of Washington, to-wit:

A strip of land one hundred feet in width in the Southeast Quarter of the Northwest Quarter of Section 24, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, being fifty feet on each side of the following described centerline:

Beginning at a point on the south boundary line of said Southeast Quarter of the Northwest Quarter, which is 280.02 feet west of the Southeast corner thereof; thence North 0° 38' 48" East to the north boundary line of said Southeast Quarter of the Northwest Quarter. Said 100 foot wide strip being a portion of that certain tract within said Section 24 conveyed to the City of Tacoma by Warranty Deed dated June 20, 1949 and recorded July 11, 1949 under Auditor's File No. 1521524, records of Pierce County, Washington.

Excepting therefrom that portion lying Northerly of the Christiansen-Muck County Road.

Also known as Pierce County Assessor Tax Parcel 0317242034.

Authorized by City Council Resolution No. _____ adopted _____, 20__, at the request of Public Utility Board Resolution No. U- _____ adopted _____, 20__.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20__.

CITY OF TACOMA

By: _____
Mayor

Attest:

City Clerk

Accepted by Grantee

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

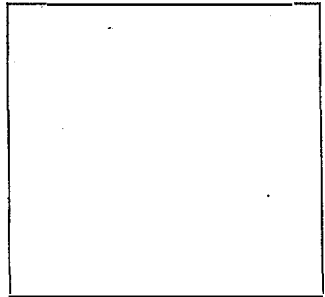
P2018-113/D6765

STATE OF WASHINGTON)
COUNTY OF PIERCE)

On this ____ day of _____, 20__, before me personally appeared Victoria Woodards, to me known to be the Mayor of the City of Tacoma, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma, for the uses and purposes herein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Tacoma.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Place Notary Seal in Box



Notary Public in and for the State
of Washington
Residing in _____
My Commission Expires

EXHIBIT "C"

WHEN RECORDED RETURN TO:
Tacoma Public Utilities
Real Property Services
PO Box 11007, Tacoma, WA 98411

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
EASEMENT NO. 13585

Reference No. P2018-113 GWM
Grantors: Patrick M. and Shannon M. Cookson
Grantee: City of Tacoma, Department of Public Utilities, Light
Division (d.b.a. Tacoma Power)
Legal Description: Portion of the NW Quarter of Section 24, Township 17
North, Range 3 East, W.M., in Pierce County, WA.
Complete Description: Exhibit A
Tax Parcel No.: 0317242034

WE, the undersigned Patrick M. Cookson and Shannon M. Cookson, husband and wife, record owner of the premises hereinafter described, hereinafter referred to as "Grantors", for good and valuable consideration from the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), hereinafter referred to as "Tacoma Power" and/or "Grantee", the receipt of which is hereby acknowledged, do hereby grant unto said Tacoma Power, its successors and assigns, an easement for ingress and egress and for the construction, operation, maintenance, alteration, repair, and replacement of existing and future overhead, aboveground, and underground utilities including, but not limited to, transmission, distribution, and communications/data lines and wires, guy wires, towers, poles, conduits and all associated appurtenant equipment in, upon, over, under, through,

along and across the following real property situate and being in the County of Pierce, State of Washington, to-wit:

As described in Exhibit "A" and as depicted in Exhibit "B", both attached hereto and by this reference incorporated herein;

Together with the right to trim and keep trimmed all vegetation located upon the tracts of land above described.

It is agreed that the Grantors and their successors shall not construct any permanent structures within the easement area without Tacoma Power's prior written approval; any such permanent structures must meet all applicable safety standards, regulations and codes in effect at time such approval is requested. Approval or denial of any request shall be at the sole discretion of Tacoma Power. The Grantors shall at all times provide access to Tacoma Power staff and its contractors to change, repair, renew or remove said equipment or facilities. The Grantors herein further grant to Tacoma Power, its contractors and/or agents, the right to hereafter temporarily enter upon the Grantors' remaining lands where necessary to construct, replace, or maintain said facilities. The Grantors, their successors and assigns, do hereby agree to indemnify, defend and save harmless Tacoma Power, its officers, employees, agents and volunteers from and against any and all claims, demands, lawsuits, damages, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising directly or indirectly out of any act or omission of the Grantor, its agents, contractors, licensees or guests and involving the subject matter of this Easement. The foregoing shall expressly apply to any and all actual or alleged injury to persons (including death) and/or damage to property, except to the extent such injury or damage results from the fault of Tacoma Power, its officers, employees, agents or volunteers. The term "fault" as used herein shall have the meaning set forth in RCW 4.22.015, as that statute may hereafter be amended.

P2018-113 GWM/E13585

IN WITNESS WHEREOF, We have executed this instrument at _____
County, Washington, on this _____ day of _____, 20__.

Patrick M. Cookson

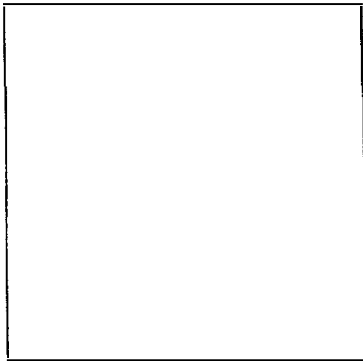
Shannon M. Cookson

STATE OF WASHINGTON)
) §
COUNTY OF _____)

On this day personally appeared before me Patrick M. Cookson and Shannon M. Cookson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this _____ day of _____, 20__.

Place Notary Seal in Box



Notary Public in and for the State
of _____
Residing in _____
My Commission Expires _____

P2018-113 GWM / E13585

Dated this _____ day of _____, 20__.

Accepted:

Chris Robinson Date
Power Superintendent / COO

Reviewed:

Joseph A. Wilson, Date
Transmission and Distribution Power Section Manager

John Nierenberg, Date
Transmission and Distribution Power Section Assistant Manager

Jeff Singleton, Date
Chief Surveyor

APPROVED AS TO FORM:

Michael W. Smith, Date
Deputy City Attorney

**City of Tacoma - Department of Public Utilities
Light Division Easement No. 13585**

**Northwest Quarter (NW ¼) of Section 24, Township 17 North, Range 3 East, W.M.,
in Pierce County, Washington.**

A strip of land one hundred feet in width in the Southeast Quarter of the Northwest Quarter of Section 24, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, being fifty feet on each side of the following described centerline:

Beginning at a point on the south boundary line of said Southeast Quarter of the Northwest Quarter, which is 280.02 feet west of the Southeast corner thereof; thence North 0° 38' 48" East to the north boundary line of said Southeast Quarter of the Northwest Quarter. Said 100 foot wide strip being a portion of that certain tract within said Section 24 conveyed to the City of Tacoma by Warranty Deed dated June 20, 1949 and recorded July 11, 1949 under Auditor's File No. 1521524, records of Pierce County, Washington.

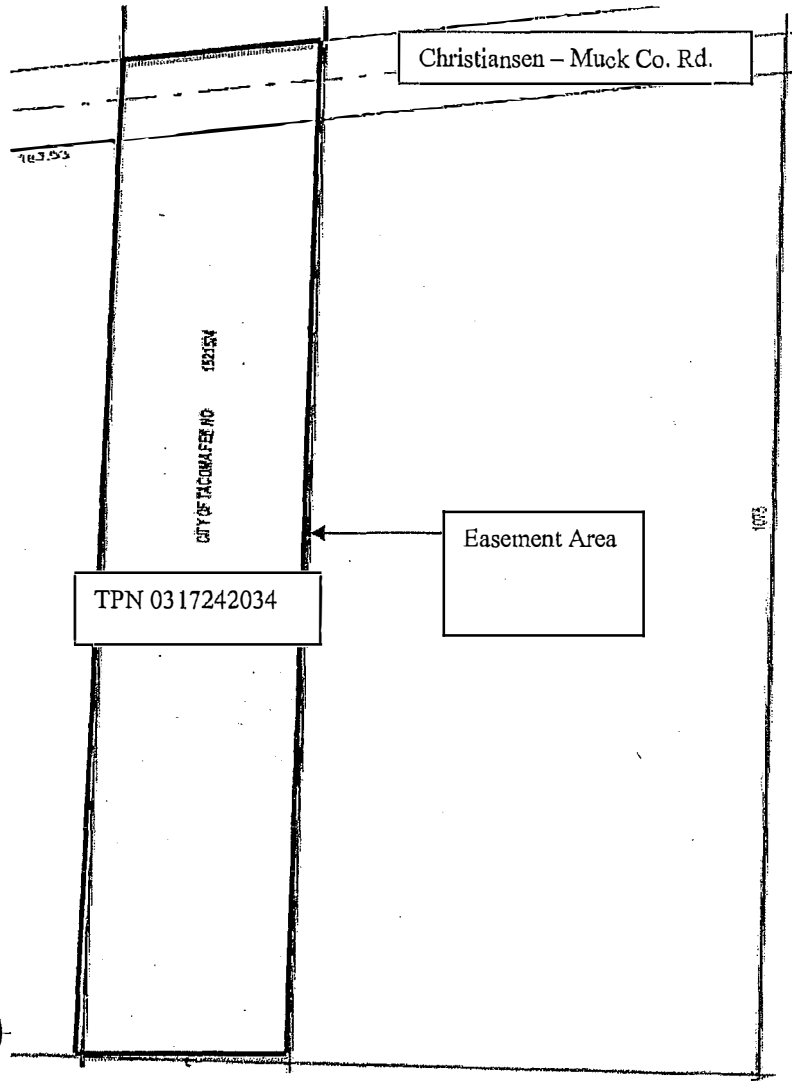
Excepting therefrom that portion lying Northerly of the Christiansen-Muck County Road.

Also known as Pierce County Assessor Tax Parcel 0317242034.

Reference No. P2018-113 GWM	Legal Description reviewed for Tacoma Power by Chief Surveyor, _____, Date: _____	Exhibit A
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**City of Tacoma - Department of Public Utilities
Light Division Easement No. 13585**

Northwest Quarter (NW ¼) of Section 24, Township 17 North, Range 3 East, W.M.,
In Pierce County, Washington.



REAL PROPERTY SERVICES ILLUSTRATION

Reference No.
P2018-113 GWM

This illustration is not to scale. It is provided as a customer convenience to assist in identifying significant characteristics of the installation. No liability is assumed by reason of reliance hereon.

Exhibit B



City of Tacoma

Declaration of Surplus Property (DSP)

To: Purchasing Division **Date:** 08.22.18
From: TPU - Tacoma Power
Contact Name: Greg Muller, R.E. Officer **Phone:** 253.502.8256

- Declaration of Surplus Personal Property
 Declaration of Surplus Real Property
 Declaration of Unusable Personal Property¹

¹ Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items.

Description of Surplus Property		
Describe Item or Attach List:	<u>1.65 Acres of Tacoma Power Transmission Line Corridor</u>	Fixed Asset # <u>N/A</u>
Address/Location of Items:	<u>Pierce Co. TPN 0317242034</u>	Accounting (for costs/proceeds):
Estimated Commercial or Resale Value:	<u>\$ 12,000.00</u>	Cost Center: <u>561100</u>
Minimum Acceptable Bid:	<u>\$ N/A</u>	General Ledger Acct: <u>6411030</u>

I hereby certify the asset(s) listed have no further public use or the sale thereof is in the best interests of the City and declare these items as surplus according to sections 1.06.272 through 1.06.278 of the Tacoma Municipal Code. Items may be sold, transferred, donated or otherwise disposed of in accordance with the City's surplus property policies and the Tacoma Municipal Code.

 Department/Division Head Signature 9/6/18
 Date

 City Manager or Director of Utilities (if over \$200,000) 9/6/18
 Date

DISPOSAL REQUEST
 (to be completed by department)

Requested Disposal Method(s):

Intra City Transfer
 Name of Department _____

Bid Solicitation (Formal / Informal)

Vehicle Auction (attach vehicle surplus form)
 Specify Contract _____

Online Auction Service
 (attach online auction surplus form)

Special Advertisement (attach advertisement)
 Specify Newspaper _____

Supplemental Mailing List (attach)

Website Posting

Special Disposal Requirements (e.g., environmental, regulatory)

Salvage Services
 Specify Contract _____

Donation

2-Good-2 Toss

Other: Negotiated Sale

Okay for Disposal: _____

DISPOSAL ACTION
 Internal Use Only – Purchasing Division

Formal Bid No. _____
 Resolution/Ordinance No. _____

Informal Bid No. _____

Online Auction Website Posting

Special Advertisement Supplemental Mailings

Contract Services Intra-City Transfer

Salvage Services Donation

Okay for Disposal 2-Good-2 Toss

Date Advertised/Posted: _____

Sale Amount: \$ _____

Sold To: Name _____
 Address _____

Donated To: Name _____
 Address _____

Hold Harmless Release Received

Recipient is: Public Agency Non-Profit serving
 General Public Employee

Accounting, if different from above: _____

APPROVED: _____
 Procurement and Payables Manager Date