



1990-346



D6426

Mr Comp 11/91
D-6426
E-10227
A-2478

1990-346
9104010408

85-283RWC/D6426
E10227

QUITCLAIM DEED

The Grantor, CITY OF TACOMA, a municipal corporation for and on behalf of its Department of Public Utilities, for and in consideration of the sum of One Hundred Ninety-One Thousand One and 00/100 Dollars (\$191,001.00), conveys and quitclaims to THOMAS A. LOMIS AND DONNA RAE LOMIS, husband and wife, AND FRED R. ROBERSON AND ARLENE M. ROBERSON, husband and wife, as Grantee(s), the following described property situated in Pierce County, State of Washington, including any interest therein which Grantor may hereafter acquire, to wit:

That portion of the following described property lying southwesterly of a line 135 feet, when measured at right angles, south of the Cushman Transmission Line Narrows Crossing (east):

That portion of Government Lot 4, Section 27, Township 21 North, Range 2 East, W.M., in Pierce County, Washington, lying northeasterly of the Plat of Summerset, according to said plat recorded in Book 54 of Plats at Pages 54 through 56 and north of Lot 1 through 4 of short plat recorded under Auditor's No. 8508160148 and lying south and east of "The Narrows Subdivision" recorded at Pierce County Auditor's in Volume 1 of Plats at Page 84; AND

That portion of Lots 44, 50 and 51, "Narrows Subdivision", according to plat recorded in Book 1 of Plats at Page 84 in Pierce County, Washington;

TOGETHER WITH

All of the 20-foot-wide strips adjacent to said lots; EXCEPT

That portion of said lots and strips awarded to the Northern Pacific Railway Company under Pierce County Superior Court Cause No. 1462 and recorded with the Pierce County Auditor in Book 347 of Deeds at Page 162 under Auditor's No. 309524.

Reserving the following described easement for underground power lines: (see attached)

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 6th day of Sept, 1990.

CITY OF TACOMA

EXCISE TAX PAID \$ 0
Re. No. 779883 Date 4-1-91
Pierce County

By [Signature]
Mayor

By [Signature] Auth. Sta

Attest:
[Signature]
City Clerk

Authorized by City Council Resolution No. 30870, adopted 5-1-90, at the request of Public Utility Board Resolution No. U-8393, adopted 4-25-90.

(QCDEED 5/90)

Sec 27-21-2E

D-6426

FILE COPY

[Handwritten initials]

9104010408

UNDERGROUND POWER EASEMENT
ROBERSON/LOMIS TRACT

RESERVING AN EASEMENT FOR THE OPERATION AND MAINTENANCE OF AN UNDERGROUND POWER LINE OVER, UNDER, AND ACROSS A 15 FOOT STRIP OF LAND, 7.5 FEET OF EVEN WIDTH EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 13, PLAT OF SUMMERSET AS RECORDED IN VOLUME 54 OF PLATS, PAGES 54 THROUGH 56, RECORDS OF PIERCE COUNTY, WASHINGTON; THENCE NORTH 89°56'58" WEST ALONG THE NORTH LINE OF SAID PLAT OF SUMMERSET, 231.56 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIBED CENTERLINE; THENCE NORTH 19°19'39" EAST 35.02 FEET; THENCE NORTH 80°44'13" EAST 63.16 FEET; THENCE SOUTH 76°29'17" EAST 38.53 FEET; THENCE NORTH 84°56'27" EAST 111.62 FEET; THENCE SOUTH 71°32'23" EAST 53.17 FEET; THENCE NORTH 25°27'37" EAST 50.46 FEET TO A POINT 135 FEET SOUTHWESTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE CUSHMAN TRANSMISSION LINE NARROWS CROSSING (EAST) AND THE TERMINUS OF THIS DESCRIBED CENTERLINE. THE SOUTH END OF SAID 15 FOOT STRIP BEING THE NORTH LINE OF SAID PLAT OF SUMMERSET AND THE NORTH END OF SAID STRIP BEING A LINE 135 FEET SOUTHWESTERLY AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF THE CUSHMAN TRANSMISSION LINE NARROWS CROSSING (EAST) AND PARALLEL TO SAID CUSHMAN TRANSMISSION LINE.

91 APR -1 PM 3:37

RECORDED
BRIAN SONNTAG
AUDITOR PIERCE COUNTY WASH.

JEFFREY A. SINGI
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR NO. 28301
08/03/90

85-283RWC/D6426

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

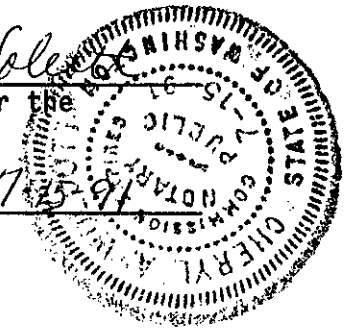
On this 6 day of September 1990, before me personally appeared Karen L. R. Vialle, to me known to be the Mayor of the City of Tacoma, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of 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.

Reviewed:

[Signature]
Engineer

Cheryl A. Wolcott
Notary Public in and for the
State of Washington
Residing at Tacoma
My commission expires 7-25-91



Approved as to Form and Legality:

[Signature]
Assistant City Attorney

Authorized:

[Signature]
Light Division Superintendent

Accepted:

[Signature]
Director of Utilities

Dated 9/6/90

85-283RWC/A2478

REAL ESTATE PURCHASE AND SALE AGREEMENT

Tacoma, Washington, May 2, ~~1989~~ 1990

CITY OF TACOMA, a municipal corporation, on behalf of its Department of Public Utilities, Light Division (hereinafter called "Seller"), hereby agrees to sell; and FRED R. ROBERSON AND ARLENE M. ROBERSON, husband and wife, as to an undivided one-half interest, AND THOMAS A. LOMIS AND DONNA RAE LOMIS, husband and wife, as to an undivided one-half interest (hereinafter called "Purchasers"), hereby agree to purchase the following described real estate located in the City of Tacoma, County of Pierce, State of Washington, legally described as:

Complete legal description to be provided upon completion of survey.
(See attached drawing marked Exhibit "A.")

An easement must be reserved for underground cables, conduits, j-boxes and all appurtenant equipment located substantially as highlighted on the attached drawings, subject to any express or implied easements of record. (There may be telephone and T.V. cables in the same trench.)

Total purchase price is to be all cash to Seller in the amount of One Hundred Ninety-One Thousand One and 00/100 Dollars (\$191,001.00), of which a check in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) has been tendered as downpayment. The balance shall be due on closing.

The Purchasers agree to the following conditions:

1. The Purchasers will provide a recorded survey of the City's ownership and a plat of the area to be purchased as designated on the attached drawing marked Exhibit "B."

2. The deed for the property to be purchased shall include the covenant that the property shall be used for not more than two single family residential sites along the westerly portion of the property.

9104010408

Seller makes no guarantees or warranties as to whether the purchased property can be used for "up to two building sites." No dwelling structures shall be constructed along the "easterly" portion of the property, which is defined as being to the north or easterly of the abutting boundary lines of Lots 2 thorough 12, Plat of Summerset, and Lots 1 - 4 of Short Plat No. 8508160148.

3. The "easterly" portion of the property shall be kept as a greenbelt area with vegetation compatible to the region and which shall be maintained so as not to obstruct views. Nondwelling structures will be allowed within said greenbelt area not to exceed 500 square feet in total area.

4. Public comment shall be obtained from all adjacent property owners prior to approval of this Real Estate Purchase and Sale Agreement.

5. The Purchasers agree to provide adjacent property owners the first right of refusal to purchase a portion of the "excess" property within the designated greenbelt portion of the parcel (see attached Exhibit "A").

6. This Real Estate Purchase and Sale Agreement is subject to Utility Board and City Council approval.

7. To the fullest extent allowed by law, the Purchasers, their successors and assigns, agree to indemnify, defend and hold harmless the Seller, its officers and employees, from all claims, loss, damages or litigation including personal injury, death or property damage arising from the Seller performing services as a public utility, including owning, operating and maintaining overhead high voltage transmission power lines on the adjoining property. Purchasers are also fully aware of the publicized concerns pertaining to electromagnetic fields resulting from high voltage electric transmission lines. In this regard, the Purchasers acknowledge that they are

purchasing this property irrespective of these said concerns and that they and their successors may be waiving immunity under Title 51 RCW, Industrial Insurance Law, and that this provision has been mutually negotiated. The Seller agrees to be responsible for the willful misconduct or the negligence of its employees and officers occurring within the scope of their employment. This indemnification includes Purchasers, and their successors, agreeing to indemnify Seller for its attorney fees and costs in defending any litigation or establishing its right to indemnification.

8. Purchasers shall provide title insurance, if they so request the same at their sole expense.

9. Purchasers shall pay property taxes from the date of closing.

10. Purchasers shall have possession on closing.

11. Purchasers shall purchase the property in its present condition subject to the conditions stated herein.

12. Title shall be transferred by quitclaim deed.

13. There are no verbal or other agreements which modify or affect this agreement.

14. Closing shall be completed at the City of Tacoma, Department of Public Utilities, Property Management office.

15. Seller agrees to provide reasonable access to the property to Purchasers or inspectors representing Purchasers.

16. Purchasers agree to comply with all building zoning and other codes applicable to the subject property.

17. In the event that Purchasers shall default in the performance of this agreement, Seller may retain Purchasers' deposit on account of liquidated damages sustained by seller.

Seller:
CITY OF TACOMA

Purchasers:

By *Karen R. Vialle*
Mayor

Fred R. Roberson
Fred R. Roberson

Attest: *[Signature]*
City Clerk

Arlene M. Roberson
Arlene M. Roberson



Approved: *[Signature]*
Director of Utilities

Thomas A. Lomis
Thomas A. Lomis

Approved: *[Signature]*
Light Division Superintendent

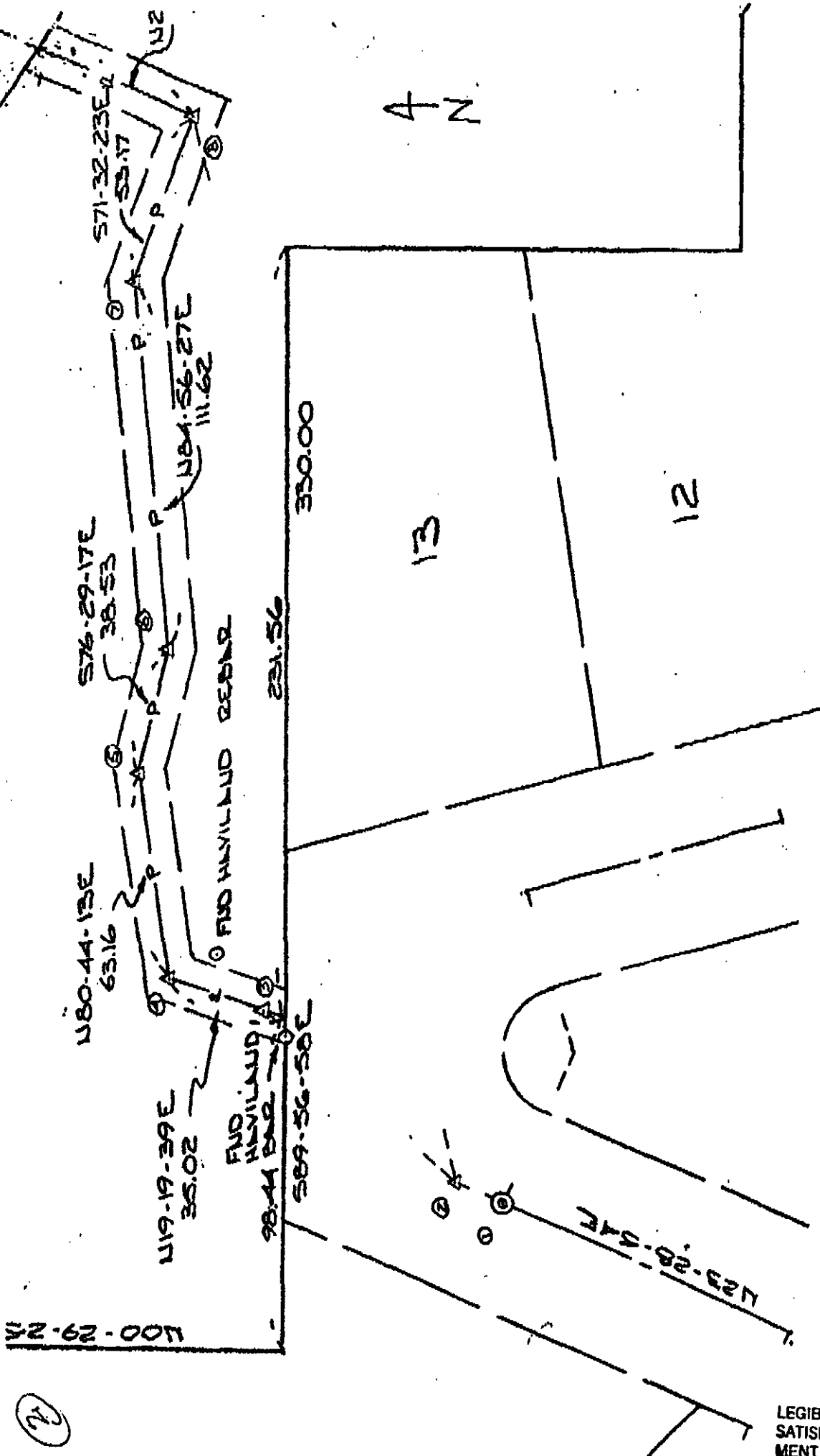
Donna Rae Lomis
Donna Rae Lomis

Approved as to Form and Legality:

Mark Blink
Assistant City Attorney

Reviewed: *[Signature]*
Engineer

N



PLAT OF SUMMERSET

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UNSATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

8040104016

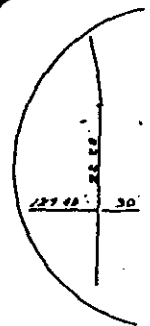
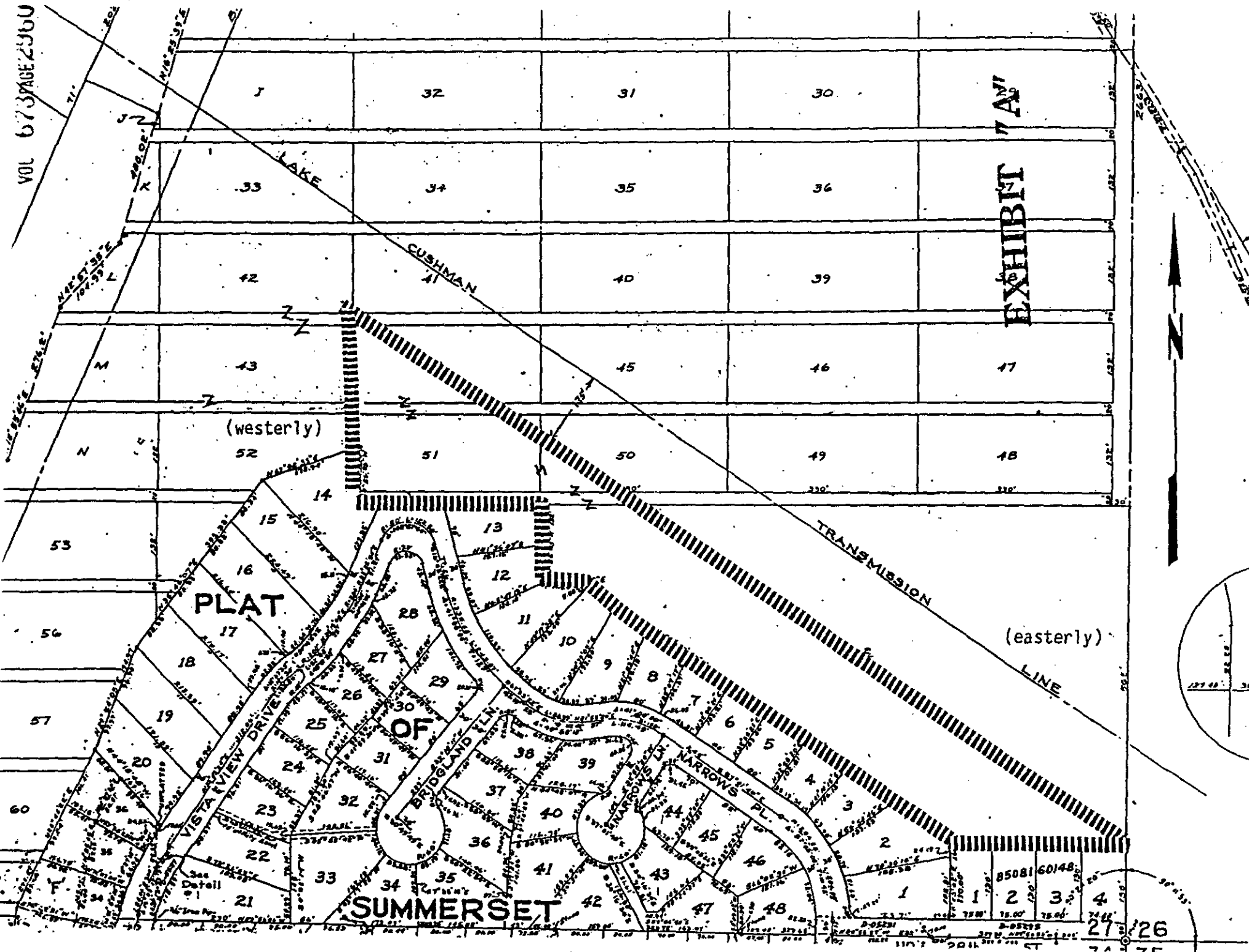
09/13/90

11:46

TACOMA WATER DIVISION

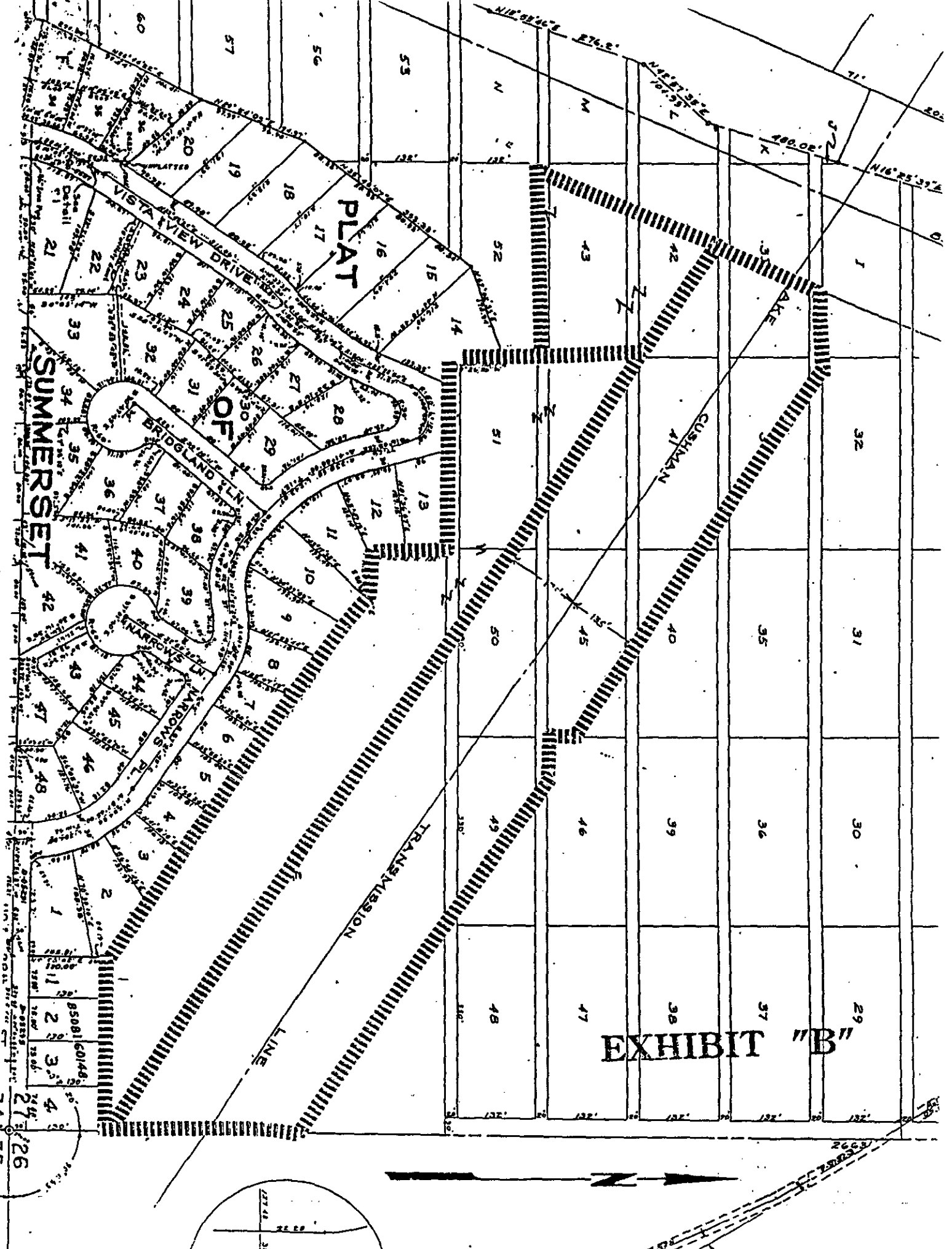
004

(2)



| | | | |
|---|---|---|---|
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |

85081 60148
27 26



9104010408