



## RESOLUTION NO. U-11025

1 A RESOLUTION relating to Tacoma Power; declaring utility-owned real  
2 property surplus and authorizing the sale to Patrick M. and  
3 Shannon M. Cookson.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
5 Division (d.b.a. "Tacoma Power"), requests the Board declare surplus and  
6 approve the negotiated sale of approximately 1.65 acres ("Property"), identified  
7 as Pierce County Assessor Tax Parcel No. 0317242034 - located southerly of  
8 Christiansen – Muck County Road, approximately 1,200 feet west of 46<sup>th</sup> Ave. E  
9 in the Graham – Eatonville vicinity of unincorporated Pierce County, WA, to  
10 Patrick M. and Shannon M. Cookson ("the Cooksons"), and  
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12 WHEREAS the Property is a small portion of Tacoma Power's Nisqually-  
13 La Grande Transmission Line right-of-way, and

14 WHEREAS the Cooksons would like to install a fence to increase  
15 security of the property and the sale would allow Tacoma Power to align its  
16 property rights consistent with its abutting easement rights along the corridor,  
17 and  
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19 WHEREAS Tacoma Power does not need to own the property rights as  
20 ownership entails additional management time and expense, and operational  
21 needs can be met through permanent easement rights alone, as proposed by  
22 this transaction, and

23 WHEREAS Tacoma Power has negotiated the sale price of \$12,000, and  
24 Tacoma Power will be granted an easement for continued operations, and  
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WHEREAS, due to the retained easement rights, Tacoma Power has determined that the Property sought by the Cooksons is not essential for continued effective utility service and has deemed the Property surplus to Tacoma Power's needs pursuant to RCW 35.94.040 and TMC 1.06.280f; Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Sec. 1. That it is in the best interests of the City of Tacoma to approve the negotiated sale in fee simple of approximately 1.65 acres, identified as Pierce County Assessor Tax Parcel No. 0317242034 - located southerly of Christiansen – Muck County Road, approximately 1,200 feet west of 46<sup>th</sup> Ave. E in the Graham – Eatonville vicinity of unincorporated Pierce County, WA, and as more fully described in the documents on file with the Clerk of the Board, to Patrick M. and Shannon M. Cookson.

Sec. 2. That the Property is not essential for continued effective utility service by Tacoma Power and is properly declared surplus property and excess to Tacoma Power's needs.

Sec. 3. Tacoma Power has negotiated the sale price of \$12,000, with consideration of an easement to Tacoma Power for current and future operations.

Sec. 4. Tacoma Power will seek Council approval for a declaration of surplus property and approval of sale by November 30, 2018.



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Sec. 4. That the City Council is requested to hold a public hearing on this matter pursuant to RCW 35.04.040, and thereafter approve this recommended sale and authorize the proper officers of the City of Tacoma to execute all necessary documents, substantially in the same form as on file with the Clerk and approved by the City Attorney.

Approved as to form and legality:

*R. C. Powell*  
Chief Deputy City Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

Adopted \_\_\_\_\_



of September 26, 2018

**REQUEST FOR RESOLUTION**

Date: August 23, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

## 1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Declare surplus and authorize the sale of approximately 1.65 acres of Tacoma Power property to Patrick M. and Shannon M. Cookson for \$12,000.00.

## 2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Declare surplus and authorize the sale of approximately 1.65 acres of Tacoma Power property - identified as Pierce County Assessor Tax Parcel No. 0317242034 - located southerly of Christiansen - Muck County Road, approximately 1,200 feet west of 46<sup>th</sup> Ave E in the Graham - Eatonville vicinity of unincorporated Pierce County, WA, to Patrick M. and Shannon M. Cookson for \$12,000.00. An easement to Tacoma Power will be retained over the property for current and future operations.

## 3. Summarized reason for resolution:

The sale property is a small portion of Tacoma Power's Nisqually-La Grande Transmission Line right-of-way. The Cooksons would like to install a fence to increase security of the property, and the sale will allow Tacoma Power to align its property rights consistent with its abutting easement rights along the corridor. Tacoma Power does not need to own the property as ownership entails additional management time and expense. Operational needs can be met through permanent easement rights alone as included in this transaction. Additionally, the sale will generate one-time revenue for Tacoma Power. Tacoma Power has negotiated the sale price to the Cooksons for \$12,000.00; this figure takes into consideration the reservation of an easement to Tacoma Power for continued operations.

The sale is subject to both Public Utility Board and City Council approval. The terms and conditions of the purchase and sale agreement have been approved by Real Property Services and reviewed by the City's Legal Department. If approved, the transaction is expected to close by no later than November 30, 2018.

## 4. Attachments:

- a. Director's Memo
- b. Aerial Photo
- c. Purchase and Sale Agreement
- d. Declaration of Surplus Property
- e. CAM Request to set Public Hearing

5.  Funds available       Proposed action has no budgetary impact

6. Deviations requiring special waivers: None.

Originated by:

  
 \_\_\_\_\_  
 Joseph A. Wilson, T&D Power Section  
 Manager

Requested by:

  
 \_\_\_\_\_  
 Chris Robinson, Power  
 Superintendent/COO

Approved:

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



**TO:** Mayor and City Council  
**FROM:** Jackie Flowers, Director of Utilities  
**COPY:** Elizabeth Pauli, City Manager, and City Clerk  
**SUBJECT:** Resolution – Declaration of Surplus and Sale of Tacoma Public Utilities, Light Division Real Property – October 9, 2018  
**DATE:** August 23, 2018

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**SUMMARY:**

To set Tuesday, October 23, 2018 as the date for a Public Hearing regarding the declaration of surplus and sale of approximately 1.65 acres of Tacoma Power property for \$12,000.00 to Patrick M. and Shannon M. Cookson.

**STRATEGIC POLICY PRIORITY:**

- Foster a vibrant and diverse economy with good jobs for all Tacoma residents.
- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

This request supports the above policy priorities by allowing economic development, and offering the opportunity for public input on this real estate transaction.

**BACKGROUND:** The sale property – identified as Pierce County Assessor Tax Parcel No. 0317242034, located southerly of Christiansen – Muck County Road, approximately 1,200 feet west of 46<sup>th</sup> Ave E in the Graham – Eatonville vicinity of unincorporated Pierce County, WA - is a small portion of Tacoma Power’s Nisqually-La Grande Transmission Line right-of-way. The Cooksons would like to install a fence to increase security of the property, and the sale will allow Tacoma Power to align its property rights consistent with its abutting easement rights along the corridor. Operational needs can be met through permanent easement rights alone as included in this transaction. Additionally, the sale will generate one-time revenue for Tacoma Power. The parties have agreed to a consideration to Tacoma Power of \$12,000.00; this figure takes into consideration the reservation of an easement to Tacoma Power for continued operations. The sale is subject to both Public Utility Board and City Council approval. The terms and conditions of the purchase and sale agreement have been reviewed by the City Attorney’s Office and approved by Tacoma Power and Real Property Services.

**ALTERNATIVES:** The alternatives to disposing of the property through a negotiated disposition, as allowed under TMC 1.06.280f, are to either retain ownership or sell via a bid/sale process. Tacoma Power does not have a need for continued fee ownership of the property, and if it were to retain ownership there would be continued management and administrative costs. A negotiated disposition has been determined to be the most efficient and effective disposition method as the most likely purchaser is the abutter and the property would likely not appeal to most other market participants, thus the bid/sale process would not likely be successful.

**RECOMMENDATION:** Tacoma Power and Real Property Services recommend that the City Council set a Public Hearing in accordance with RCW 35.94.40, to be held October 23, 2018 to receive public comment regarding the proposed declaration of surplus and sale of approximately 1.65 acres of Tacoma Power property to Patrick M. and Shannon M. Cookson for \$12,000.00. Once the Public Hearing has been held, a separate request will be presented to the City Council for the declaration of surplus and approval of the sale and conveyance of the real property.

**FISCAL IMPACT:** There is no fiscal impact to setting this Public Hearing.



3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Date: August 23, 2018

To: Jackie Flowers, Director of Utilities

From: Chris Robinson, Power Superintendent/COO

Subject: Surplus and Sale of a Portion of Tacoma Power Nisqually-La Grande Transmission Line Right-of-Way

**Recommendation:**

Tacoma Power requests that you declare surplus and approve the sale of a small portion of its Nisqually-La Grande transmission line right-of-way to an abutting property owned by Patrick and Shannon Cookson. The property is identified as Pierce County Assessor Tax Parcel No. 0317242034, consisting of approximately 1.65 acres of land, located southerly of Christiansen – Muck County Road, approximately 1,200 feet west of 46<sup>th</sup> Ave E in the Graham – Eatonville vicinity of unincorporated Pierce County, WA. Consideration received is \$12,000.00. An easement to Tacoma Power will be retained over the property for current and future operations.

**Background:**

The property proposed for sale was acquired from the Weyerhaeuser Co. in 1949. However, some portions of this corridor were acquired in fee simple while other portions in easement only. For operational efficiency, Tacoma Power would like to sell the fee simple rights to this property, while retaining an easement, in an effort to make its property rights consistent with the abutting tracts on the Tacoma Power corridor. The Cooksons would like to install a fence to increase security of the property, and the sale will allow Tacoma Power to align its property rights consistent with its abutting easement rights along the corridor. Tacoma Power does not need to own the property as ownership entails additional management time and expense. Operational needs can be met through permanent easement rights alone as included in this transaction. Additionally, the sale will generate one-time revenue for Tacoma Power.

Tacoma Power has negotiated the sale price to the Cooksons for \$12,000.00; this figure takes into consideration the reservation of an easement to Tacoma Power for continued operations.

Your approval is requested to submit this matter to the Public Utility Board for consideration and approval. Upon approval from the Public Utility Board, Real Property Services will hold a Public Hearing and seek final approval of the sale from the Tacoma City Council. If approved, the sale is expected to close by November 30, 2018.

**APPROVED:**

Jackie Flowers, Director of Utilities



## Tacoma Power Surplus Property Sale to Cookson



- Approximately 1.65 Acres
  - Pierce County TPN 0317242034
  - Portion of Tacoma Power Nisqually – La Grande Transmission Line Right-of-Way in Graham – Eatonville vicinity
- Retain Easement to Tacoma Power for current and future operations



**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 – 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> 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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**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 (N $\frac{1}{2}$  of NE $\frac{1}{4}$ ) and Southeast quarter of Northeast quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) 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 $\frac{1}{2}$  of NW $\frac{1}{4}$ ) and the Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) 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 $\frac{1}{4}$  of SW $\frac{1}{4}$ ), 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 $\frac{1}{4}$  of NW $\frac{1}{4}$ ) 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 $\frac{1}{4}$  of NW $\frac{1}{4}$ ), 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 $\frac{1}{4}$  of NW $\frac{1}{4}$ ) 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 14-35  
granted by city council  
July 5, 1948  
Edwin J. McInerney  
Deputy City Clerk

NE 12-16-35

NW, SW 1-17-35

DESCRIPTION BY  
CITY OF TACOMA

NW 13-17-35

NW 24-17-35

FOR APPROVED  
CORPORATION COUNSEL

D-3196  
7818

L D-3196

001841

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 $\frac{1}{4}$  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 G. 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 CHECKED  
O.K. *[Signature]*

D-3196

1521524

VOL 934 PAGE 341

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.

1521524

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-3196

Dated this 20th day of June, 1949.



*Handwritten initials*

WEYERHAEUSER TIMBER COMPANY

By David Eichen  
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.

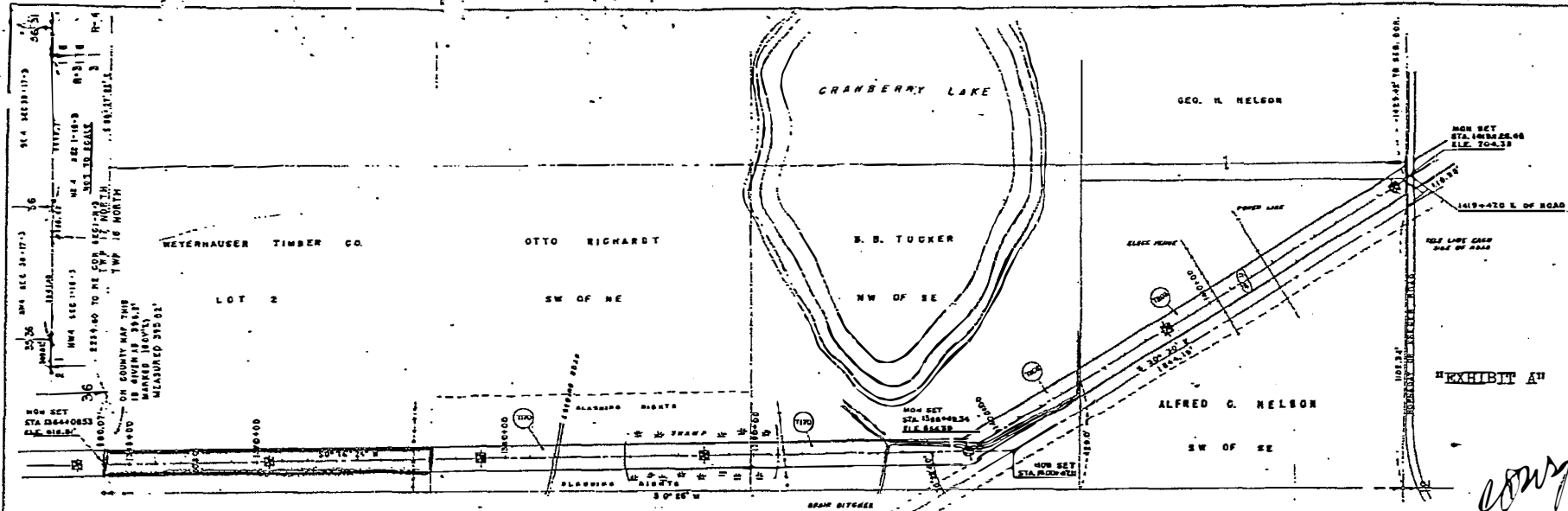
*H. H. Adams*

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



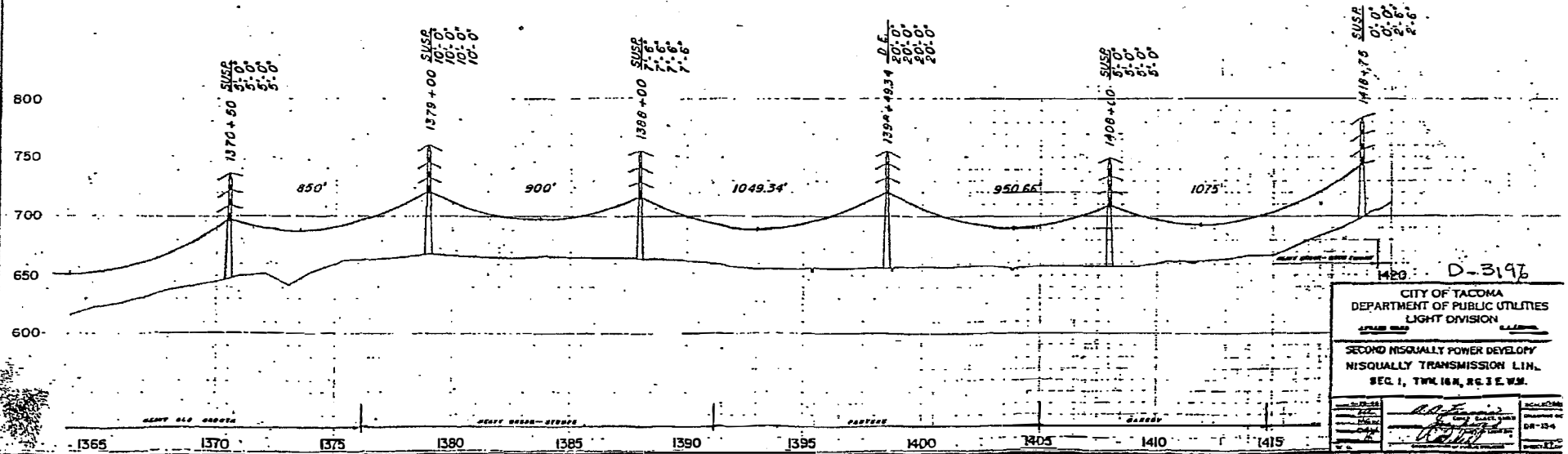
D-3196

Filed for record *July 11 1949 9:22*  
Request of *Controller City Hall*  
JACK W. SCHWITAG, Co. Auditor  
*O. M. Anderson*



"EXHIBIT A"

*complan*



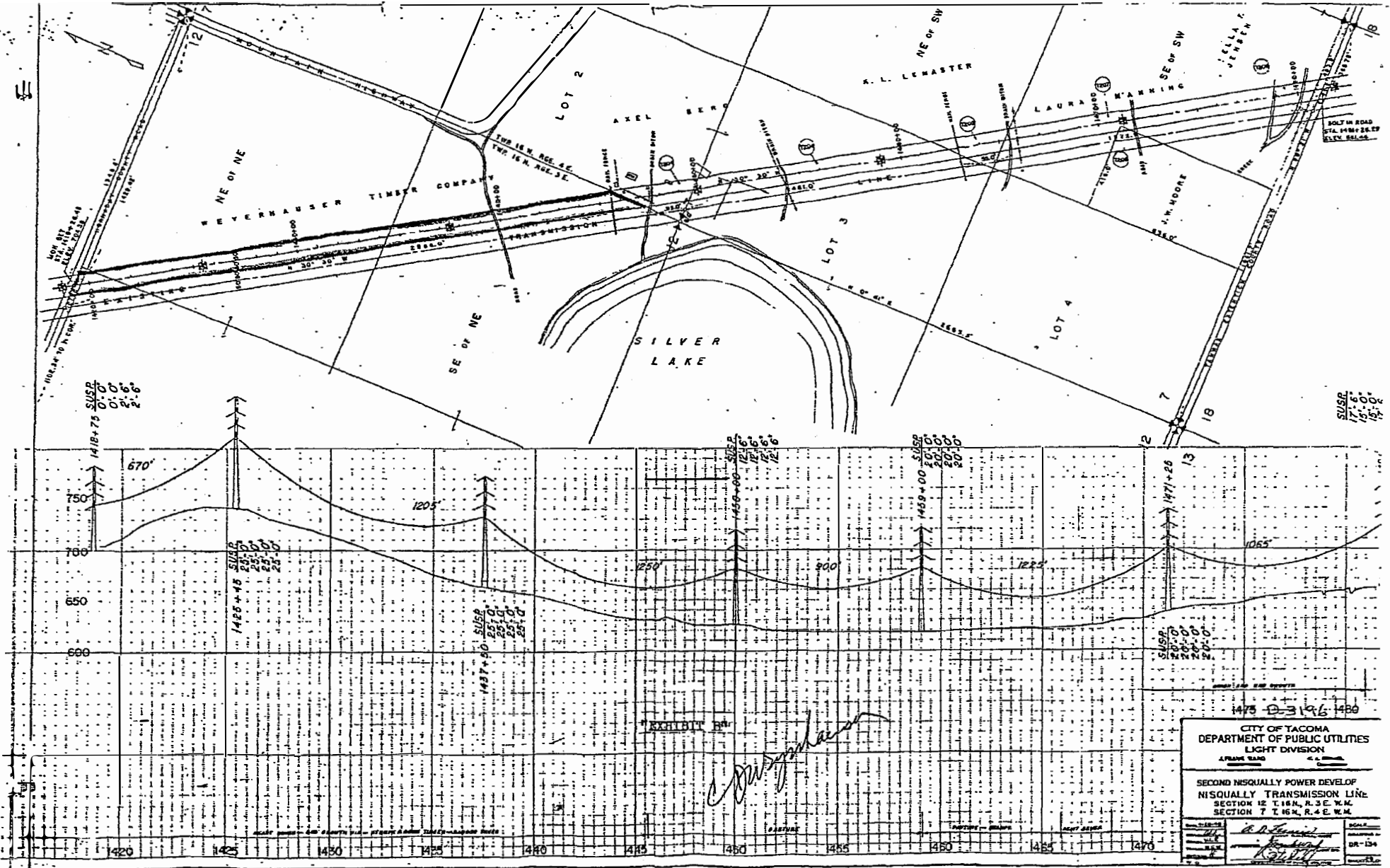
1420 D-3196

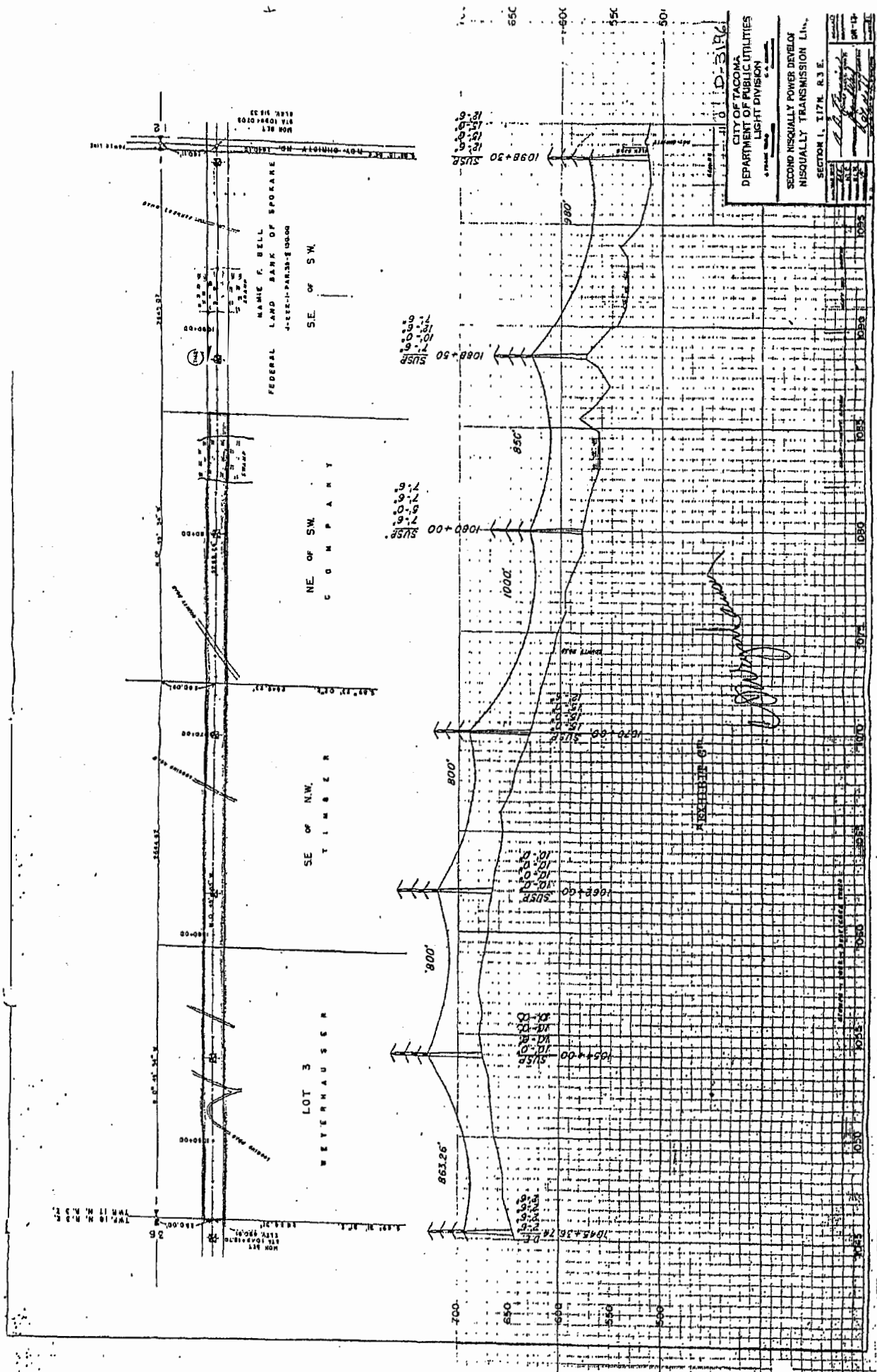
CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
LIGHT DIVISION

SECOND NISQUALLY POWER DEVELOPMENT  
NISQUALLY TRANSMISSION L.I.N.  
SEC. 1, TWP. 16N, RC. 3 E. W3.

DATE	BY	CHECKED	APPROVED







CITY OF TACOMA  
 DEPARTMENT OF PUBLIC UTILITIES  
 LIGHT DIVISION  
 SECOND INEQUALLY POWER DEVELOP  
 INEQUALLY TRANSMISSION L.I.  
 SECTION 1, T17N, R3E.  
 3110 D-3186

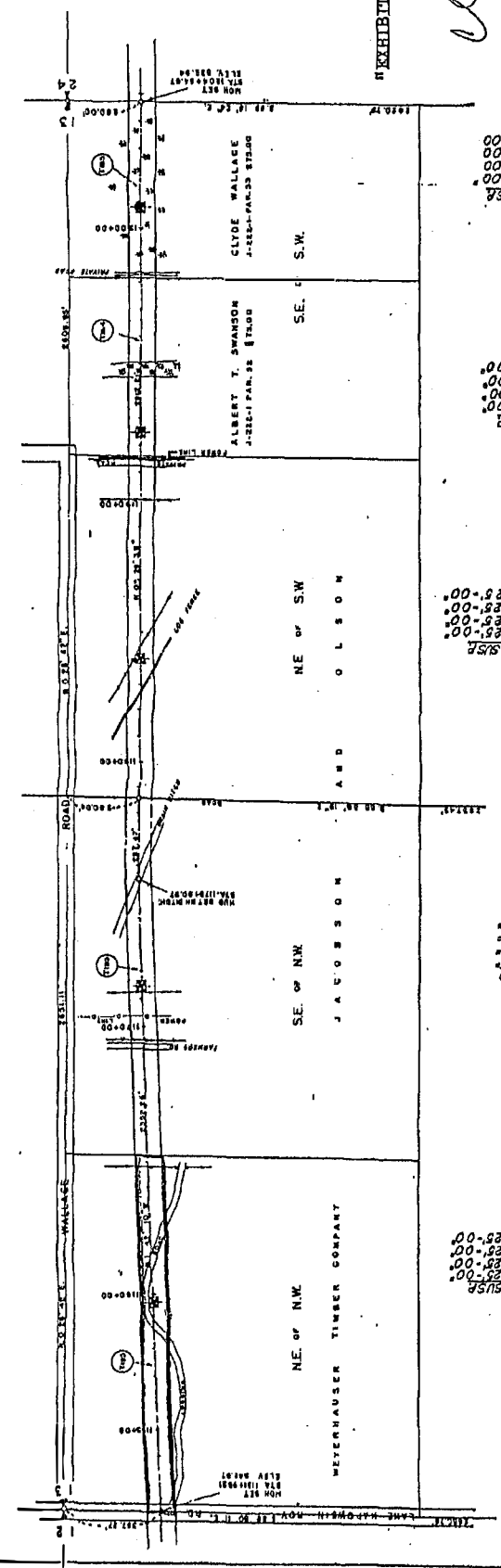
DATE	10-14
BY	[Signature]
CHECKED	[Signature]
SCALE	AS SHOWN

*Handwritten signature*

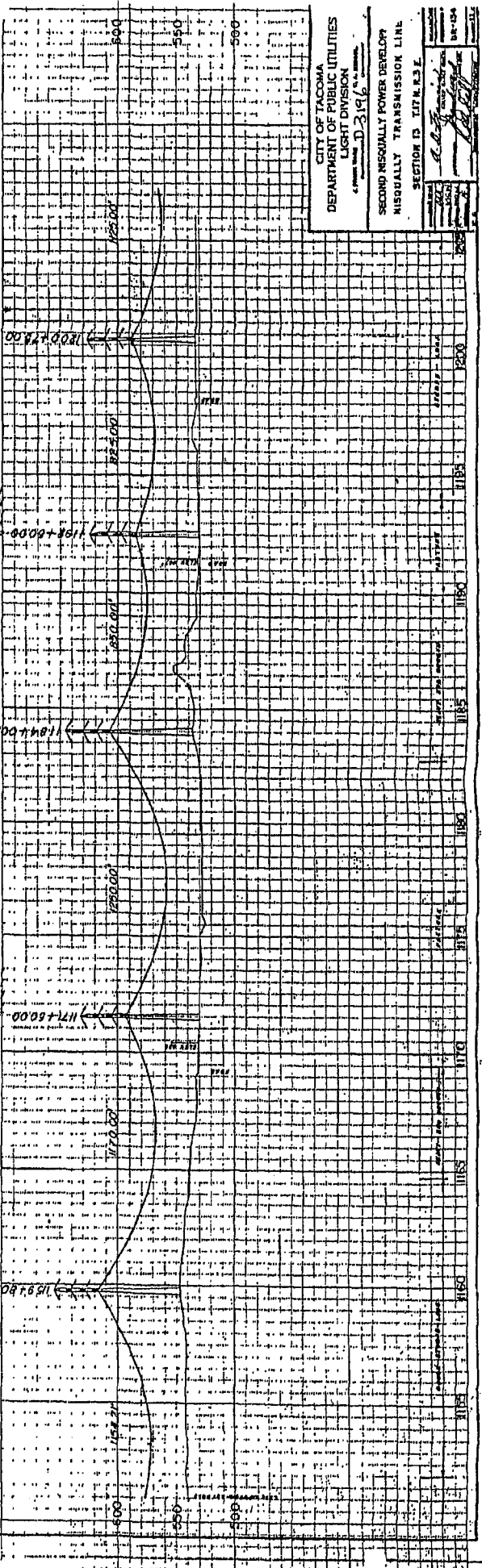
RECEIVED

EXHIBIT D

*D. J. Dykstra*



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CITY OF TACOMA  
 DEPARTMENT OF PUBLIC UTILITIES  
 LIGHT DIVISION

SECOND REGULARLY POWER DEVELOPMENT  
 REGULARLY TRANSMISSION LINE

SECTION IS: T.I.P.M. R.2.E.

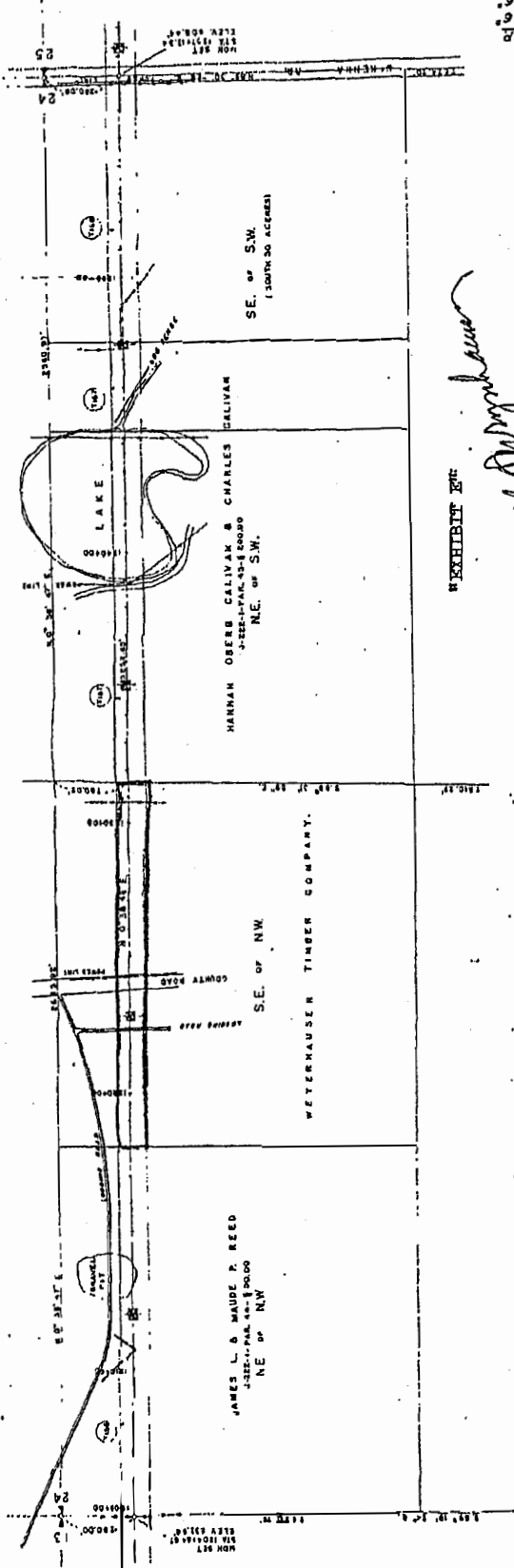
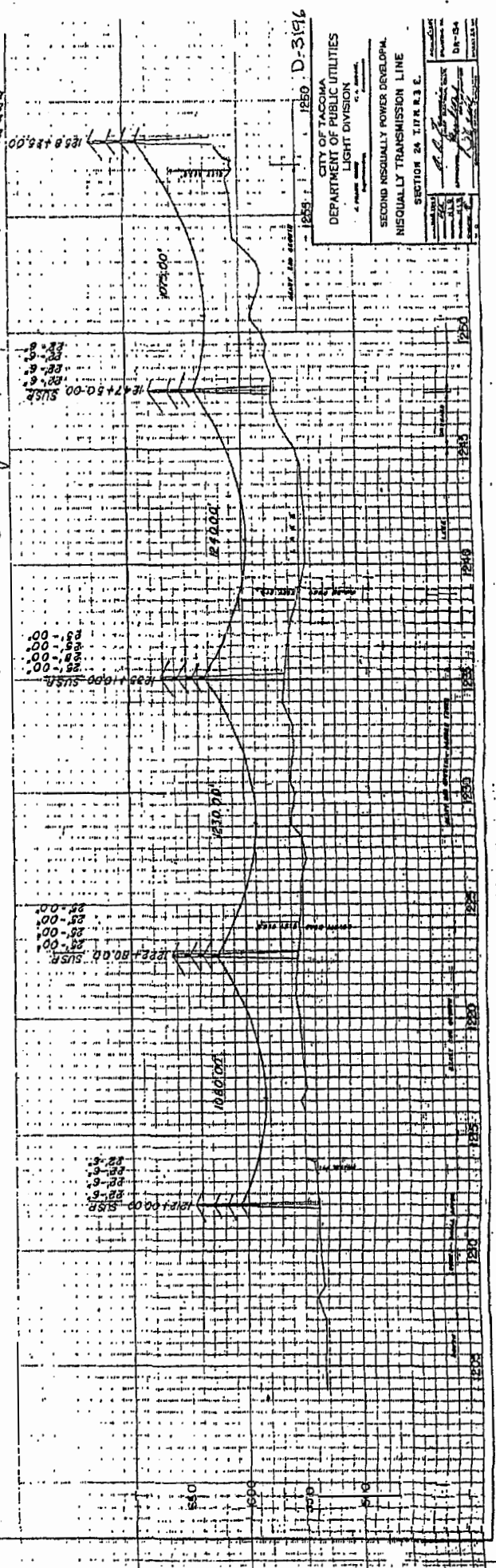


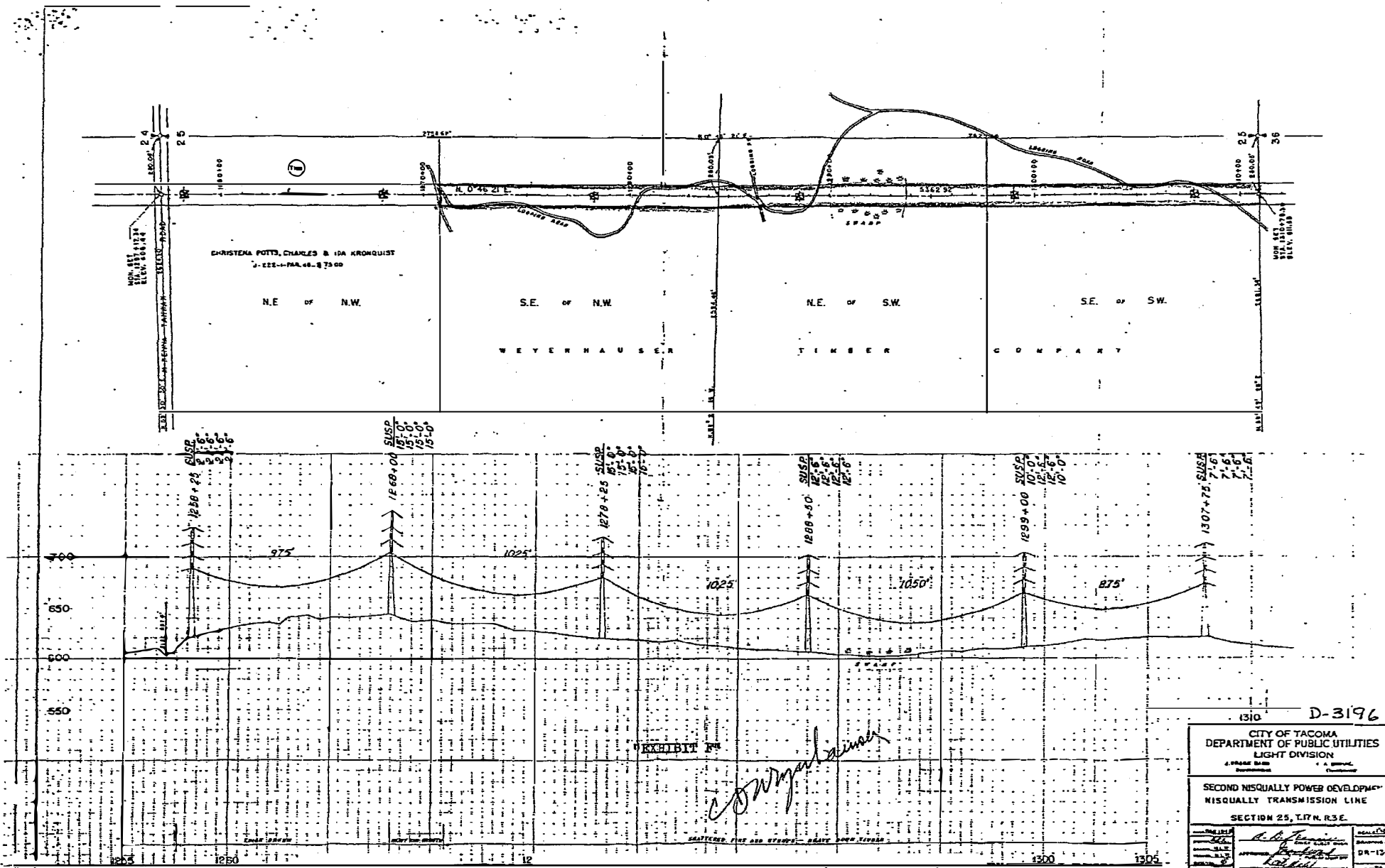
EXHIBIT E  
*Waterhauser*



1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950

CITY OF TASSAFA  
DEPARTMENT OF PUBLIC UTILITIES  
LIGHT DIVISION  
1858 D-3196  
SECOND MISCELLANEOUS POWER DEVELOPMENT  
MISCELLANEOUS TRANSMISSION LINE  
SECTION 24 T17R E3 E.

APPROVED  
DATE  
BY  
CHECKED  
DATE  
BY



CHRISTINA POTTS, CHARLES & IDA KRONQUIST  
 7-222-PA-44-2 75 00

N.E. of N.W.      S.E. of N.W.      N.E. of S.W.      S.E. of S.W.

WEYERHÄUSER      TIMBER      COMPANY

1310      D-3196

CITY OF TACOMA  
 DEPARTMENT OF PUBLIC UTILITIES  
 LIGHT DIVISION

SECOND NISQUALLY POWER DEVELOPMENT  
 NISQUALLY TRANSMISSION LINE  
 SECTION 25, T.17N. R.3E.

DATE	BY	CHECKED	SCALE

DR-13

EXHIBIT 7

*W. J. ...*

## 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 UTILITIES  
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: \_\_\_\_\_



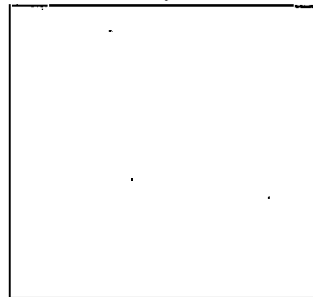
P2018-113/D6765

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

P2018-113/D6765

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

**APPROVED:**

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

**AUTHORIZED:**

\_\_\_\_\_  
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

\_\_\_\_\_  
Andrew Cherullo, Date  
Director of Finance

**APPROVED AS TO FORM:**

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

**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

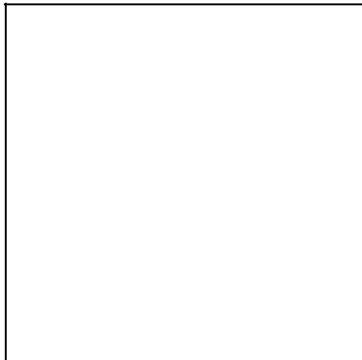
\_\_\_\_\_  
Shannon M. Cookson

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.

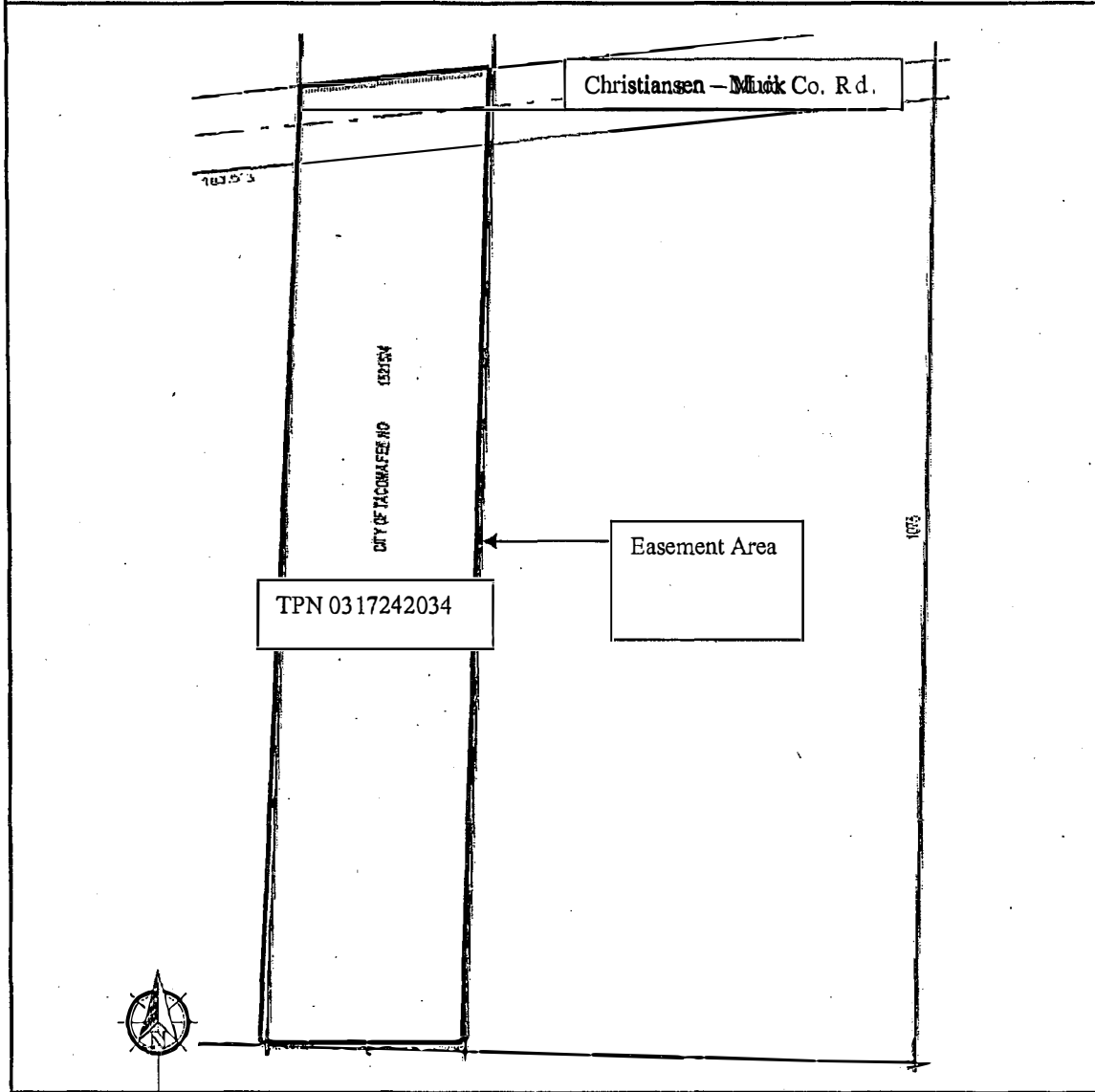
Excepting therefrom that portion lying Northerly of the Christiansen-Muck County Road.

Also known as Pierce County Assessor Tax Parcel 0317242034.

Reference No. P2018-113 GWM	Legal Description reviewed for Tacoma Power by Chief Surveyor, _____, Date: _____	<b>Exhibit A</b>
--------------------------------	--------------------------------------------------------------------------------------------	------------------

**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 Property<sup>1</sup>

<sup>1</sup> 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: 1.65 Acres of Tacoma Power Transmission Line Corridor Fixed Asset # N/A  
Address/Location of Items: Pierce Co. TPN 0317242034 Accounting (for costs/proceeds):  
Estimated Commercial or Resale Value: \$ 12.00 .00 Cost Center: 561100  
Minimum Acceptable Bid: \$ N/A General Ledger Acct: 6411030

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 \_\_\_\_\_

Date 9/6/18

City Manager or Director of Utilities (if over \$200,000) \_\_\_\_\_

Date 9/6/18

### 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 \_\_\_\_\_