

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is dated this _____, 2024, for reference purposes only and is by and between the Metropolitan Park District of Tacoma, a municipal corporation organized under the laws of the State of Washington ("Seller") and the City of Tacoma, a municipal corporation organized under the laws of the State of Washington ("Buyer"). Seller and Buyer are each individually referred to sometimes as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Chapter 39.33 RCW (Intergovernmental Disposition of Property) permits local government units to transfer or exchange title to real property on such terms and conditions as may be mutually agreed upon by the proper authorities of said local government units; and

WHEREAS, Seller is the owner of certain real property located in the City of Tacoma, County of Pierce and State of Washington as more particularly described on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Property on the terms and conditions set forth herein; and

WHEREAS, the real property described is being sold by Seller through negotiated disposition; and

WHEREAS, Buyer requires the Property to construct a new Fire Station.

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, all of Seller's interest in the Property.
- 2 **Purchase Price.** The total purchase price for the Property (the "Purchase Price") is eight hundred and seventy thousand dollars (\$870,000.00).
- 3 **Required Approvals.**
 - 3.1 **City Council Approval.** This Agreement, and the transaction contemplated hereby, must be duly approved by the Tacoma City Council prior to Closing. If Tacoma City Council approval is not obtained, this Agreement will terminate, and all documents and other funds will be returned to the Buyer, and neither party will have any further rights, obligations, or remedies under this Agreement, except as otherwise provided herein.
 - 3.2 **Park Board Approval / Surplus of the Property.** This Agreement, and the transaction contemplated hereby, must be unanimously approved and the Property declared surplus by the Metropolitan Park District of Tacoma Board of Park Commissioners, in its sole and absolute discretion. If Metropolitan Park District of Tacoma Board of Park Commissioners approval is not obtained, this Agreement will terminate, and all documents and other funds will be returned to the Buyer, and neither party will have

any further rights, obligations, or remedies under this Agreement, except as otherwise provided herein.

- 3.3 Termination of Agreement. Regardless of the status of the aforescribed approvals, if the sale contemplated in this Agreement has not Closed by December 31, 2024, this Agreement shall terminate unless the Parties' respective administrations mutually agree in writing to an extension.

4 Feasibility / Due Diligence Review. Buyer's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon Buyer determining in its sole and absolute judgment and discretion it is satisfied with its due diligence review ("Due Diligence Review") of the Property including, without limitation, the fair market value of the Property and the environmental, geotechnical, land use and physical aspects thereof.

- 4.1 Feasibility / Due Diligence Period. Buyer shall have NINETY (90) calendar days after Mutual Acceptance of the Agreement within which to conduct its Feasibility / Due Diligence Review ("Due Diligence Period") and to notify Seller in writing of its intention to proceed with its purchase of the Property ("Notice Waiving Due Diligence Contingency"). If Buyer fails to deliver to Seller its Notice Waiving Due Diligence Contingency within the 90 day period, this Agreement shall automatically terminate, and the Parties shall thereafter have no further right or remedies under this Agreement except those that expressly survive termination hereof. Provided, Buyer shall have the option to extend the Due Diligence Period for an additional SIXTY (60) days upon written request to Seller within the original 90 day period and Seller shall not unreasonably withhold written consent to Buyer's request.
- 4.2 Due Diligence Materials. Seller shall provide to Buyer, or make available to Buyer for inspection, as soon as possible (but in any event no later than TEN (10) business days after Mutual Acceptance of the Agreement) all materials specified below that are in Seller's possession or control ("Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Buyer. The Due Diligence materials shall include: (a) copies of any existing and proposed easements, covenants, restrictions, agreements, or other documents that affect title to, or Seller's possession and/or use of, the Property; (b) all reports, surveys, plats or plans that affect or relate to the Property; (c) notice of any existing or threatened litigation that affect or relate to the Property and copies of any pleadings with respect to that litigation; (d) all environmental assessment reports with respect to the Property performed during the time period the Property has been owned by the Seller; (e) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous materials (as defined under state and/or federal law) in, on, under or about the Property and any other written information relating to the environmental condition or potential contamination thereof; and (f) any preliminary title insurance commitments that affect or relate to the Property.
- 4.3 To the extent that Seller provides or has provided to Buyer information from any inspection, engineering or environmental reports, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Buyer acknowledges that Seller has requested that Buyer inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by Seller to Buyer. In furtherance of the foregoing, Seller makes no representations or warranties as to the truth, accuracy or completeness of any Due Diligence Materials, materials, data or other

information supplied to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). It is the parties' express understanding and agreement that the Due Diligence Materials and all other materials are provided only for Buyer's convenience in making its own examination and determination during the Due Diligence Period, as to whether it wishes to purchase the Property. Buyer agrees that it will be solely responsible for the nature, scope and extent of its investigations of the Property and no statements made or information provided by Seller or any representative, agent or employee of Seller shall be construed or relied upon as advice or a recommendation as to the kind or extent of any studies, tests or evaluations which should be obtained by Buyer or will be adequate for Buyer's purposes.

- 4.4 Right of Access. During the Due Diligence Period, Buyer and its agents, employees, appraisers, contractors and consultants shall be afforded reasonable access and entry onto the Property to conduct such studies, tests, appraisals, investigations and inspections as are reasonably necessary to complete the Due Diligence Review. Buyer shall give Seller reasonable advance notice of such inspections, tests or investigations, and may be accompanied by representatives of Seller, at Seller's election. All such studies, tests, appraisals, investigations and inspections shall occur at Buyer's sole cost and expense and shall be performed in a manner not unreasonably disruptive to Seller's possession, use or occupancy of the Property. Buyer shall repair any and all damage to the Property caused by its studies, tests, appraisals, investigations and inspections and shall indemnify and hold Seller harmless from any and all claims, liabilities, losses or expenses of any kind, type or nature whatsoever including, without limitation, reasonable costs and attorneys' and experts' fees, asserted against Seller or the Property arising out of or relating in any way to Buyer's or its agents, employees, appraisers, contractors and consultants entry thereon provided, however, that such repair and indemnification shall not cover any claims, demands, liabilities, liens, judgments, costs or expenses, including, without limitation, reasonable costs and attorney fees, attributable to pre-existing adverse conditions, unless such pre-existing conditions are adversely affected by Buyer's access. The indemnity obligations of Buyer set forth above shall survive the Closing or any termination of this Agreement. Buyer shall promptly upon notice, remove any claim or lien against the Property arising out of Buyer's tests, inspections, studies, and/or entry on the Property.
- 4.5 Buyer shall keep confidential all matters it may discover during its investigation and inspection of the Property and, except as required by law, shall not disclose such matters to any third party, other than those assisting Buyer in its Due Diligence Review, without Seller's prior written consent (and with written notice to Seller prior to any legally compelled disclosure). Buyer shall promptly and not more than ten (10) calendar days from receipt provide to Seller copies of all reports, studies, tests, appraisals, investigations and inspections related to the Property.
- 4.6 Statutory Disclosure. Buyer waives the right to receive a seller disclosure statement (a "Seller Disclosure Statement") if required by RCW 64.06. RCW 64.06 provides that Buyer may waive its right to receive the Seller Disclosure Statement; provided, however, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. By executing this Agreement, Buyer acknowledges that it has received the "Environmental" section of the Seller Disclosure Statement attached as Exhibit C and Buyer waives its right to receive the balance of the completed Seller Disclosure Statement. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller

Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF Chapter 64.06 RCW.

Buyer's Initials: _____

5 Design of Fire Station / Right to Repurchase.

5.1 Buyer intends to construct a new fire station on the Property. The Property adjoins an undeveloped section of a public park and Seller wants to ensure that the design, development and operations of the Property has limited adverse impact on the park setting. Buyer agrees to provide Seller an opportunity to review design documents at key milestones to facilitate the communication of concerns and provide constructive feedback related to the compatibility of design and site development. Of specific concern are possible elevation changes, walls, fencing or other improvements at the adjoining property lines.

5.2 In the event that Buyer does not begin construction of a fire station on the Property within five (5) years after Closing, Seller shall have the right to repurchase the Property for the same price as the Purchase Price. The five year timeframe may be extended by mutual agreement of the parties. Seller and Buyer hereby agree that "construction" includes permitting, contractor selection and contract execution in advance of on-site construction.

6 Condition of Title / Title to Property. Seller hereby agrees from and after Mutual Acceptance of the Agreement and until the Closing or the termination of this Agreement, Seller shall continue to operate and maintain the Property in the ordinary course of its business. Seller shall not enter into any rental agreements or leases, service contracts or other agreements affecting the Property without first obtaining Purchaser's consent, which will not be unreasonably withheld. Seller shall convey to Buyer, all of Seller's right, title and interest in the Property, by duly executed and acknowledged Statutory Warranty Deed (the "Deed") at Closing.

7 Closing Agent. Seller shall have the option of designating a Closing Agent; however, a Closing Agent is not a requirement for the Closing of this transaction.

8 Title Insurance. At Closing, Buyer is entitled to obtain, at Buyer's expense, an Extended Coverage Owner's Policy of Title Insurance issued by a title company. The cost of a standard coverage policy of title insurance shall be the responsibility of Seller and delivered to the Buyer upon receipt.

8.1 Title Report. Seller authorizes Buyer or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a extended coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard coverage policy. The party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.

8.2 Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within ten (10) days of receipt of the report. If Buyer fails to provide such notice within ten days, then Buyer will be deemed to have consent to and approved all matters in the report. If Buyer provides notice of objectionable matters in the title report, then this Agreement shall terminate unless

within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) if Seller refuses to remove the objectionable matters or does not respond within the 5 day period, Buyer notifies Seller within five (5) days of the Seller's notice or the expiration of the 5 day period, whichever is earlier, that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. At Closing, the title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

8 Closing.

- 8.1 Deposit with Closing Agent and Escrow Instructions. Following the Mutual Acceptance of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Closing Agent, if such Closing Agent has been designated by the Seller.
- 8.2 Closing. "Closing" shall be deemed to have occurred when all documents are recorded and the Purchase Price is available to Seller. The Closing hereunder shall occur on or before sixty (60) calendar days full approval of this Agreement by the Tacoma City Council and , Metropolitan Park District of Tacoma Board of Park Commissioners, or such extended Closing Date to which the Parties' respective administrations may mutually agree in writing. Closing will be initiated by Buyer, when Buyer notifies Seller of Buyer's 'Intent to Close' by providing to Seller with written notification of its Intent to Close.
- 8.2.1 Delivery by Seller. Upon Seller's receipt of Buyer's written notice of Intent to Close, Seller will deposit the following with the Closing Agent as soon as execution of all Seller's documents are obtained, or shall send directly to Buyer if no Closing Agent is acquired:
- (a) The Deed, duly executed and acknowledged by Seller, in recordable form, and ready for recordation at Closing together with a duly executed real estate excise tax affidavit;
 - (b) Such resolutions, authorizations, certificates, or other corporate documents or agreements relating to Seller, as shall be reasonably required by Buyer or a title company or the Closing Agent in connection with this transaction; and

(c) Any other documents, instruments, data, records, correspondence, or agreements called for hereunder which have not previously been delivered.

8.2.2 Delivery by Buyer. With Buyer's written notice of Intent to Close, Buyer will transfer the following with the Closing Agent or will send directly to the Seller if no Closing Agent is designated:

- (a) The Purchase Price and any Closing Costs which are the responsibility of Buyer hereunder;
- (b) Such resolutions, authorizations, certificates, or other corporate documents or agreements relating to Buyer, as shall be reasonably required by Seller or a title company or the Closing Agent in connection with this transaction; and
- (c) Any other documents, instruments, data, records, correspondence, or agreements called for hereunder which have not previously been delivered.

8.2.3 Other Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by the Closing Agent or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

8.3 Prorations. All expenses of the Property, including, but not limited to, water and utility charges, surface water fees and charges, and other expenses normal to the ownership, use, operation, and maintenance of the Property shall be prorated as of 12:01 a.m. on the date of Closing. It is acknowledged that any expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimate of such amount and shall be the subject of a final proration adjustment not later than forty five (45) days after Closing or as soon thereafter as the precise amounts can be ascertained. A statement setting forth such agreed upon prorations signed by Seller and Buyer shall be delivered to Closing Agent.

8.4 Costs and Expenses.

8.4.1 Seller shall pay as follows:

- (a) Seller shall pay the premium for the owner's standard coverage policy of title insurance.
- (b) Seller shall pay any excise tax due in connection with this transaction.
- (c) Seller shall pay all outstanding taxes, liens and/or other financial encumbrances affecting the Property.
- (d) One-half of the cost of escrow and recording fees.

8.4.2 Buyer shall pay as follows:

- (a) Buyer shall pay the premium for any extended title insurance premium if desired by Buyer.
- (b) One-half of the cost of escrow and recording fees.
- (c) All costs for any new surveys if required.
- (d) All costs for any necessary Boundary Line Adjustment, Lot Segregation or Short Plat necessary to create the new parcel described in Exhibit A, including and without limitation all land segregation or development costs that may be required by Pierce County, as well any other fees related thereto.

8.5 Recordation and Payment. Provided that Closing Agent has not received prior written notice from either party that an obligation of either party made hereunder has not been performed, or to the effect that any condition set forth herein has not been fulfilled, then upon Buyer's and Seller's fulfillment of their respective obligations set forth in this Section 8, or as soon thereafter as is possible, Closing Agent will pay over the Purchase Price to Seller and record the Deed in the official records of Pierce County, Washington. In the event no Closing Agent is utilized, Seller shall record the Deed immediately after receiving the Purchase Price from the Buyer.

8.6 Delivery of Documents. At Closing, all statements and documents to be delivered to Buyer shall be delivered to:

City of Tacoma, Real Property Services
Attn: Susie Rogers
747 Market Street, Rm. 737
Tacoma, WA 98402

9 Condition of the Property. 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. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER THE SELLER NOR ITS AGENTS, OFFICERS, OR EMPLOYEES HAVE MADE OR MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL, ENVIRONMENTAL OR ANY OTHER ASPECT OR CONDITION OF THE PROPERTY AND SHALL HAVE NO LIABILITY FOR THE PROPERTY (OR ANY RELATED MATTERS), AND THE PROPERTY IS CONVEYED TO THE BUYER IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION AS OF CLOSING, INCLUDING, WITHOUT LIMITATION, THE STABILITY OF SOILS, THE PRESENCE (OR ABSENCE) OF ANY HAZARDOUS SUBSTANCES, WASTES OR MATERIALS ON, UNDER OR NEAR THE PROPERTY, THE CONDITION OF THE PROPERTY, THE SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY FOR ANY CONSTRUCTION OR DEVELOPMENT OR FOR THE BUYER'S INTENDED USE OR ANY USE, ANY MORATORIUM ON DEVELOPMENT EXISTING ON THE PROPERTY, ANY ENCROACHMENT OR BOUNDARY QUESTIONS, THE DRAINAGE ON THE PROPERTY, THE AVAILABILITY OR ADEQUACY OF WATER, SEWER, OR OTHER UTILITIES, ZONING, ACCESS TO THE PROPERTY AND ALL MATTERS AFFECTING OR RELATED TO THE PROPERTY.

10 Possession. Buyer is entitled to possession of the Property upon Closing.

11 Events of Default. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer shall be entitled to termination of this Agreement. Buyer shall also be entitled to all remedies available under the law, including but not limited, to specific performance.

12 Loss by Fire, Other Casualty, or Condemnation. In the event that, prior to Closing, the Property is destroyed or materially damaged (as determined by Seller), Buyer shall have the right, exercisable by giving written notice of such decision to Seller within fifteen (15) business days after receiving written notice from Seller of such damage, destruction, or condemnation proceedings, to terminate this Agreement, and the Parties shall thereafter have no further right or remedies under this Agreement except those that expressly survive termination hereof. If Buyer elects to accept the Property in its then condition, all proceeds of insurance awards payable to Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to Buyer.

13 Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, or given by mail. E-mail transmission of notice shall not be effective unless accompanied by one of the above options. 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:

Buyer: City of Tacoma, Real Property Services
Attn: Susie Rogers
747 Market Street, Rm. 737
Tacoma, WA 98402
srogers@cityoftacoma.org

With a copy to: City of Tacoma, Legal Department
Attn: Steve Victor
747 Market Street, Rm 1120
Tacoma, WA 98402

Seller: Metropolitan Park District of Tacoma
Attn: Debbie Russell
4702 S. 19th St
Tacoma, WA 98405
Debbie.Russell@tacomaparks.com

With a copy to: Mark R. Roberts, General Counsel
Roberts Johns & Hemphill PLLC
7525 Pioneer Way, Ste. 202
Gig Harbor, WA 98335
mark@rjh-legal.com

Any notice will be deemed to have been given, when personally delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit in the U.S. mail.

14 Counterparts. This Agreement may be executed in any number of counterparts by the 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.

15 Brokers and Finders. The Parties agree that neither has engaged the services of a broker or other person who would be entitled to a commission. 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.

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. Any 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 the time 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 six (6) months thereafter whereupon they shall terminate, unless otherwise stated. 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 without recourse to any principles of Conflicts of Laws.

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 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.

22 Non-merger. 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 the Agreement.

23 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.

24 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 effect the Agreement contemplated herein.

25 No Assignment. This Agreement may not be assigned by either party without the written consent of the non-assigning party.

26 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.

27 Mutual Acceptance. The date of Mutual Acceptance of this Agreement shall be the later of the date of Seller's signature or the date of Buyer's signature and delivery of the full executed Agreement to the other party.

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

SELLER:

METROPOLITAN PARK DISTRICT OF TACOMA, a Washington municipal corporation

By: _____

Shon Sylvia
Executive Director

Date: ____, 2024.

BUYER:

CITY OF TACOMA, a first class Municipal Corporation

Elizabeth A. Pauli
City Manager
Date: ____, 2024.

Andrew Cherullo
Finance Director

Approved as to form:

Deputy City Attorney

Legal Description Approved:

Gary G. Allen, P.L.S.
Chief Surveyor

Exhibit "A"
Property Description

EXHIBIT "A"

(PROPOSED FIRE DEPARTMENT PARCEL)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M. WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; ALSO BEING A PORTION OF NEW PARCEL A, ACCORDING TO CITY OF TACOMA BOUNDARY LINE ADJUSTMENT 40000044294, AS RECORDED AT AUDITOR'S FILE NUMBER 200502035002, IN SAID COUNTY; SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3-INCH BRASS W PUNCH MARKED "TPW" LS 38486, CITY OF TACOMA MONUMENT NO. 991, FROM WHICH A FOUND 2-INCH BRASS WITH "X", CITY OF TACOMA MONUMENT NO. 992, BEARS SOUTH 03°22'44" WEST, 1,159.52 FEET; THENCE FROM SAID COMMENCING POINT ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID NEW PARCEL A; 61.39 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF S TYLER STREET, ALSO BING THE **POINT OF BEGINNING**;

THENCE FROM SAID BEGINNING POINT AND ALONG THE NORTH LINE OF SAID PARCEL A, SOUTH 88°22'17" EAST, 197.64 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 04°50'00" EAST, 522.25 FEET;

THENCE SOUTH 85°10'00" WEST, 185.00 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF S TYLER STREET;

THENCE ALONG SAID MARGIN THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 04°50'00" WEST, 502.95 FEET TO THE SOUTH LINE OF VACATED S 58TH STREET;
- 2) THENCE WEST ALONG SAID SOUTH LINE, NORTH 88°22'17" WEST, 4.44 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF THE WESTERLY 42.78 FEET OF LOT 1 IN BLOCK 14 OF ELMWOOD ADDITION TO TACOMA, W.T. ACCORDING TO PLAT RECORDED IN BOOK 3 OF PLATS AT PAGE 42;
- 3) THENCE NORTHWESTERLY, NORTH 14°28'30" WEST, 41.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 98,873 SQUARE FEET, OR 02.27 ACRES MORE OR LESS.

04/18/2023



Exhibit "B"
General Map Depiction

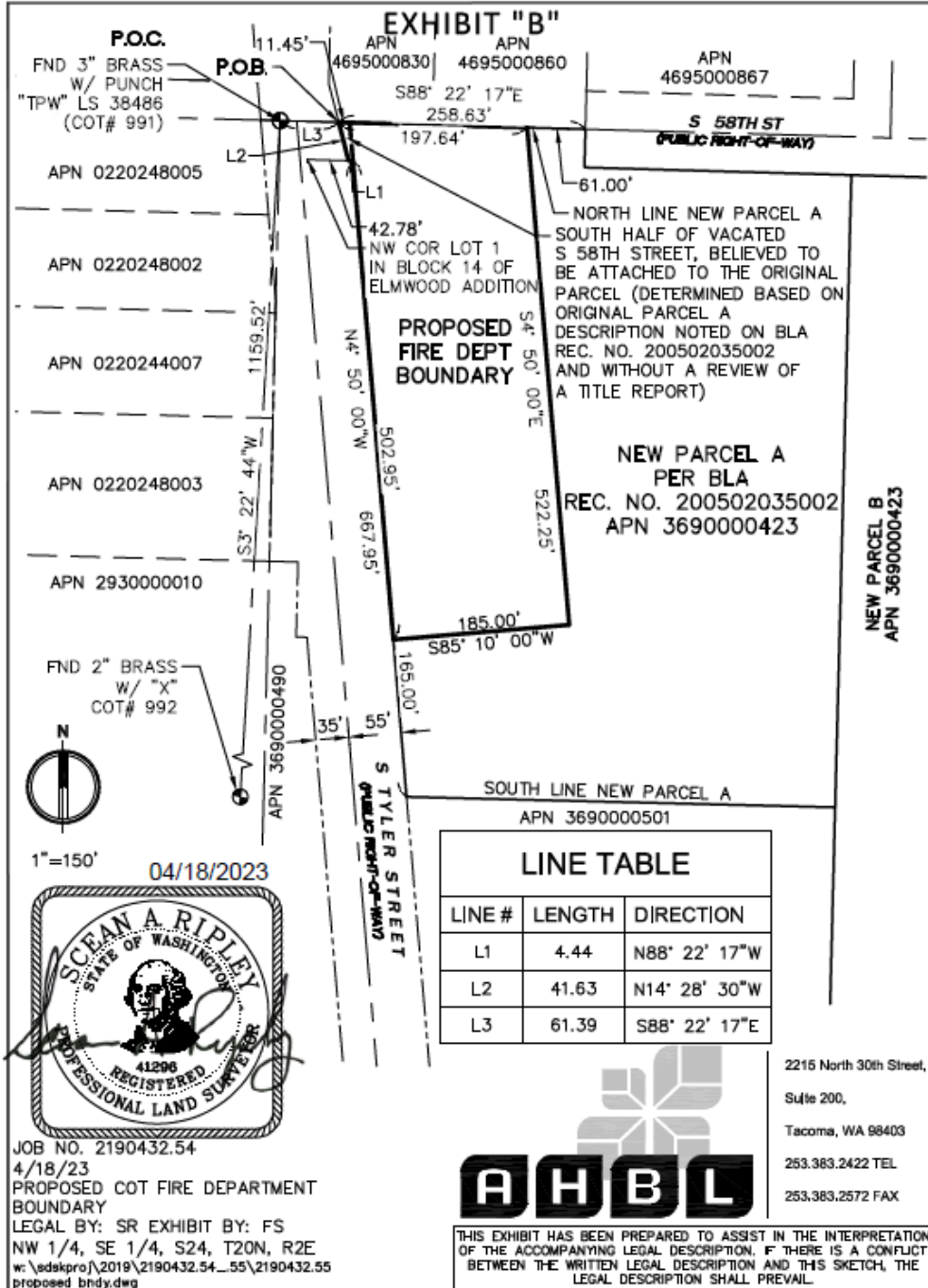


Exhibit "C"

"Environmental" section of the Seller Disclosure Statement

ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

NOTICE TO PURCHASER:

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" AND DEPICTED ON EXHIBIT "B" ("THE PROPERTY").

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO PURCHASER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN PURCHASER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE PURCHASER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.
SELLER'S ENVIRONMENTAL DISCLOSURES

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

		YES	NO	DON'T KNOW
*A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?			
*B	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?			
*C	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			
*D	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			

*E	Is there any soil or groundwater contamination?			
*F	Has the property been used as a legal or illegal dumping site?			
*G	Has the property been used as an illegal drug manufacturing site?			

VERIFICATION

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller authorizes all of its real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

SELLER: METROPOLITAN PARK DISTRICT OF TACOMA

By: _____
 Its: _____

DATE SIGNED: FEBRUARY ____, 2023.

ADDITIONAL NOTICE TO PURCHASER:

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

ATTACH LEGAL DESCRIPTION to this disclosure statement (See Exhibit "A").