



RESOLUTION NO. U-10961

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A RESOLUTION related to Tacoma Power; authorizing a negotiated sale of surplus real property to Ronald L. and Linda R. Coleman.

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power"), in 2009, by Utility Board Resolution U-10270, declared surplus approximately 1,875 SF of property located at 543 North Stadium Way, in Tacoma, Washington ("Property"), and

WHEREAS Tacoma Power has negotiated an offer to sell the property to Ronald L. and Linda R. Coleman, pending Public Utility Board and City Council approval, in the amount of \$72,100; Now, Therefore,

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

Sec. 1. That the negotiated sale of approximately 1,875 SF of property, located at 543 North Stadium Way, in Tacoma, Washington, as more fully described in the documents on file with the Clerk of the Board, to Ronald L. and Linda R. Coleman, in exchange for payment of \$72,100, is hereby approved.

Sec 2. 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 negotiated sale and authorize the proper officers of the City of Tacoma to execute all documents necessary to perfect the sale, substantially in the same form as on file with the Clerk of the Board and approved by the City Attorney.

Approved as to form and legality:

Morgan J. Jurenski
Chair

William Foshe
Chief Deputy City Attorney

Aaron Hake
Secretary

Charles Jacobs
Clerk

Adopted 10-11-17

REQUEST FOR RESOLUTION

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)

Authorize the sale of approximately 1,875 SF of Tacoma Power property to Ronald L. and Linda R. Coleman for \$71,200.

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

Authorize the sale of approximately 1,875 SF of Tacoma Power property - identified as Pierce County Assessor Tax Parcel No. 0321322021 - located at 543 North Stadium Way, in Tacoma, WA, to Ronald L. and Linda R. Coleman for \$72,100.

3. Summarized reason for resolution:

This vacant property was declared surplus to Tacoma Power's needs in 2009 by Tacoma Public Utility Board Resolution No. U-10270 and City Council Resolution No. 37730, along with a Director's Memorandum. Through an informal bid process in 2017, a neighbor was the successful bidder and will purchase the property for \$72,100. A restrictive covenant will be included in the quit claim deed prohibiting development of the property.

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 and is now routing for signature. If approved, the sale is expected to close by November 30, 2017.

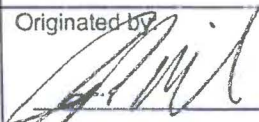
4. Attachments:

- a. Director's Memo
- b. Aerial Photos
- c. Purchase and Sale Agreement
- d. 2009 documents for Declaration of Surplus Property
- e. CAM Request to set Public Hearing

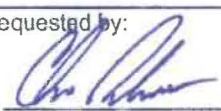
5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:


Joseph A. Wilson, T&D Power Section
Assistant Manager

Requested by:


Chris Robinson, Power
Superintendent/COO

Approved:


William A. Gaines, Director of Utilities / CEO



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Date: September 27, 2017
To: William A. Gaines, Director of Utilities/CEO
From: Chris Robinson, Power Superintendent/COO *CR*
Subject: Disposition of Centennial Substation Property

Recommendation:

Tacoma Power requests that you authorize the sale of its property known as the Centennial Substation site identified as Pierce County Assessor Tax Parcel No. 0321322021, consisting of approximately 1,875 SF of land, located at 543 North Stadium Way in Tacoma, WA to Ronald L. and Linda R. Coleman for \$72,100.

Background:

This vacant property was declared surplus to Tacoma Power's needs in 2009 by Tacoma Public Utility Board Resolution No. U-10270 and City Council Resolution No. 37730, along with a Director's Memorandum. Through an informal bid process in 2017, a neighbor was the successful bidder and will purchase the property for \$72,100. A restrictive covenant will be included in the quit claim deed prohibiting development of the property.

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, 2017.

APPROVED:

William A. Gaines
Director of Utilities/CEO

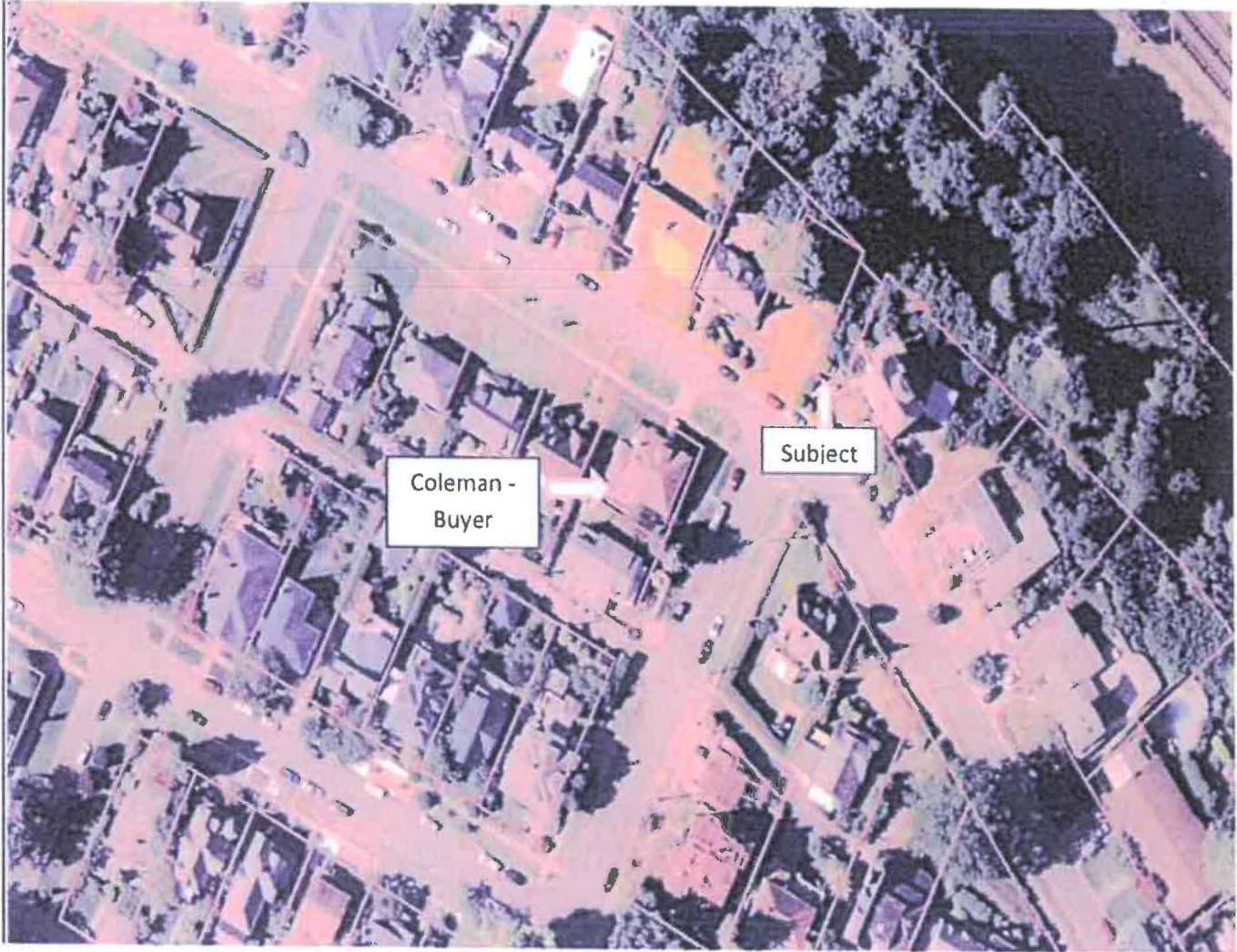
Pierce County Tax Parcel No. 0321322021

543 North Stadium Way, Tacoma, WA 98403



Pierce County Tax Parcel No. 0321322021

543 North Stadium Way, Tacoma, WA 98403



CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT
AGREEMENT NO. A3145

Reference No.: P2014-114

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

Buyer: Ronald L. Coleman and Linda R. Coleman, H/W
Abbreviated

Legal Description: Portion NW¼, S32, T21N, R03E, W.M., Pierce Co., WA

County: Pierce

Tax Parcel No.: 0321322021

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of **August 31, 2017** between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power)**, a first class municipal corporation ("Seller"), and Ronald L. Coleman and Linda R. Coleman, husband and wife ("Buyer").

RECITALS

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

WHEREAS, Buyer desires to preserve the property in substantially the same condition as it currently exists and has therefore agreed to accept title with a covenant restricting development of the property.

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

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 at **543 North Stadium Way 98403** in the City of Tacoma, County of Pierce and State of Washington, more particularly described as follows:

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

Also known as Pierce County Tax Parcel Number **0321322021** (the "Property").

2. Deposit. Buyer has delivered to Seller an earnest money deposit in the amount of Seventy-Two Thousand and One Hundred U.S. Dollars (**\$72,100.00**) (the "Deposit"), the full purchase price of the Property. The Deposit will be held by the 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 Seventy-Two Thousand and One Hundred U.S. Dollars (**\$72,100.00**), which shall be deposited as

specified above. The Purchase Price, consisting 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 duly executed and acknowledged quit claim deed (the "Deed") with a covenant restricting development of the Property.

4.2 Preliminary Commitment and Title Policy. Buyer, at Buyer's expense, has received a preliminary title commitment and will seek, also at Buyer's expense, 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, accepts all encumbrances to title, and waives the right to advise Seller by written notice of any disapproved encumbrances to title.

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 the Seller to obtain City Council approval beyond the ordinary course of City 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.

6. Condition of the Property.

6.1 "As Is" Buyer acknowledges that the Property will be purchased under this Agreement in an "AS IS" CONDITION 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, 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 both parties, Seller has made no representations and 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 the date of closing.

6.2 Evaluations. Buyer agrees that it will rely on its own 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. However, Buyer's determination of non-suitability of the Property for Buyer's intended use shall not be a bona fide reason for termination of this Agreement.

7. Closing. This transaction will be closed outside of escrow. The closing will be held at the office of the Seller on or before **November 30, 2017** (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. When notified by the Seller, Buyer will deposit with Seller without delay all instruments and monies required to complete the transaction in accordance with this Agreement. "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 the Seller, and legal title passes to the Buyer. Seller agrees to provide the original deed and executed excise tax affidavit, if required, to First American Title, attention Bruce Judson, 4707 South 19th Street, Suite 101, Tacoma, Washington 98405 to effect recording of the deed and filing of the excise tax affidavit.

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 on the Closing Date. Seller shall remove any and all personal property from the Property on or before the Closing Date, unless specifically authorized 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 five percent (5%) of the Purchase Price shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer shall be entitled to immediate return of its Deposit, and may pursue any remedies available to it in law or equity, including specific performance.

12. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, given by mail or via facsimile. E-mail transmission of notice shall not be effective. All notices must be addressed to the parties at the following addresses, or at such other addresses as the parties may from time to time direct in writing:

Seller: Tacoma Public Utilities – Real Property Services
ABS – 2nd Floor
3628 S. 35th Street
Tacoma, WA 98409
Facsimile No.: (253) 502-8539

Buyer: Ronald L. Coleman and Linda R. Coleman
602 North Stadium Way
Tacoma, WA 98403
rcoleman@dpearson.com
Facsimile No.: (253) 238-5158

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

16. 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 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 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.

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

18. 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.

19. 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.

20. FIRPTA. The 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.
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. 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 the Agreement.
23. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.
24. 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.
25. 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.
26. 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") will be provided to Buyer at least three business days prior to Closing.
27. 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.

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

SELLER:

BUYER:

William A. Gaines, Date
Director of Utilities / CEO

Ronald L. Coleman Date

Chris Robinson Date
Power Superintendent / COO

Linda R. Coleman Date

Approved as to form:

Office of City Attorney Date

City of Tacoma Review

TACOMA POWER

Dolores Stegeman Date
Transmission and Distribution Power Section Manager

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

Khanh Thai Date
Transmission and Distribution Power Supervisor III

Jeff Singleton Date
Chief Surveyor

FINANCE:

Andrew Cherullo Date
Director of Finance

EXHIBIT "A"

Legal Description

Commencing at the intersection of the southerly line of Stadium Way and the westerly line of North 6th Street, produced, which is the northeasterly corner of Block 3604, Map of New Tacoma, W.T.; thence running northeasterly along the westerly line of North 6th Street produced, 80 feet; thence southeasterly at right angles 55 feet along the northeasterly line of Stadium Way to the point of beginning; thence continuing southeasterly along said northeasterly line of Stadium Way, 25 feet; thence northeasterly at right angles 72 feet more or less to a point on the southwesterly line of the right of way of the Northern Pacific Railway Company; thence northwesterly along said right of way line 26 feet more or less; thence southwesterly at right angles to Stadium Way 78 feet more or less to the point of beginning.

Situate in the City of Tacoma, County of Pierce, State of Washington.

Also known as Pierce County Assessor Tax Parcel Number 0321322021.

SUBJECT TO a perpetual covenant running with the land prohibiting development and occupation with permanent structures intended for human habitation or use. Excluded from this prohibition are landscaping and utilities.

Exhibit ___

REAL PROPERTY DISCLOSURE STATEMENT

(ENVIRONMENTAL ONLY)

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur **not later than five business days**, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 543 N. Stadium Way ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT ___.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER 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 BUYER 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 BUYER 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 is/ is not occupying the property.

I. SELLER'S 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.

| ENVIRONMENTAL | YES | NO | DON'T KNOW |
|--|--------------------------|--------------------------|-------------------------------------|
| *A. Has there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *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? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *E. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *F. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *G. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *H. Does any part of the property contain fill dirt, waste, or other fill material? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *I. Has the property been used for commercial or industrial purposes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *J. Are there any radio towers that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our 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.

DATE: 9-19-17

SELLER

DATE: _____

SELLER



NOTICE TO BUYER

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.

BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Date: _____ BUYER _____

Date: _____ BUYER _____



Req. #12146

RESOLUTION NO. 37730

1 A RESOLUTION relating to utility property; declaring certain property owned by
2 the Department of Public Utilities, Light Division, to be surplus pursuant
3 to RCW 35.94.040.

4 WHEREAS the Department of Public Utilities, Light Division
5 (d.b.a. "Tacoma Power") has owned and operated nine electrical substation
6 sites on various properties located throughout the City and Pierce County, and

7 WHEREAS each substation site is approximately 0.04 to 0.5 acres and
8 was utilized for supporting the 4.2 KV electrical distribution system, and

9 WHEREAS Tacoma Power has upgraded the distribution system and
10 determined it no longer needs the smaller 4.2 KV substations or properties, and

11 WHEREAS Tacoma Power has removed all equipment from the sites,
12 determined that the properties are no longer needed for continued utility
13 services, and the property is surplus to its needs, and

14 WHEREAS RCW 35.94.040 requires the City to determine by resolution
15 of its legislative authority that lands originally acquired for public utility purposes
16 are surplus to the City's needs and are not required for providing continued
17 public utility service, and

18 WHEREAS the Public Utility Board recommends the City Council
19 approve the declaration of surplus; Now, Therefore,
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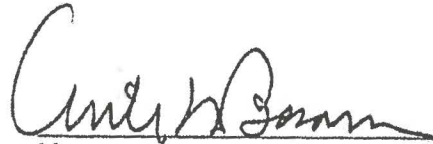


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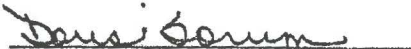
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the nine substation properties located throughout the City and
Pierce County, as described in the attached Exhibit "A," are declared surplus to
the City's needs and are not required for continued public utility service,
pursuant to RCW 35.94.040.

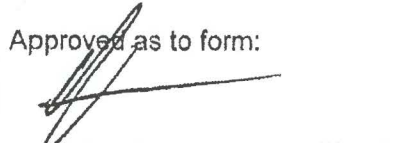
Adopted FEB 10 2009


Mayor

Attest:


City Clerk

Approved as to form:


Assistant City Attorney



RESOLUTION NO. U-10270

1
2 A RESOLUTION declaring utility-owned real property surplus to the needs of
3 Tacoma Power.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light
5 Division (d.b.a. "Tacoma Power") has owned and operated nine electrical
6 substation sites on various properties (as further described in Exhibit A) located
7 throughout the City of Tacoma and Pierce County, Washington, and

8 WHEREAS each substation site is approximately 0.4 to 0.5 acres, and
9 was utilized for supporting the 4.2 KV electrical distribution system, and

10 WHEREAS Tacoma Power has upgraded the distribution system and
11 determined it no longer needs the smaller 4.2 KV substations or properties, and

12 WHEREAS Tacoma Power has removed all equipment from the sites
13 and remediated as necessary to ensure applicable environmental standards
14 have been met, and

15 WHEREAS Tacoma Power has determined that the properties are no
16 longer needed for continued utility services, and has declared them surplus
17 property to its needs, and

18 WHEREAS Tacoma Power requests that the Utility Board and Tacoma
19 City Council approve the Declaration of Surplus of these properties in
20 anticipation of their eventual sale; Now, Therefore,

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

22 That the nine substation properties (as further described in Exhibit A)
23 owned by Tacoma Power and located in the City of Tacoma and Pierce County,
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Washington are found not to be essential for continued effective utility service by Tacoma Power and is properly declared surplus property and excess to Tacoma Power needs.

BE IT FURTHER RESOLVED that the City Council is requested to declare the nine substation properties (as further described in Exhibit A) owned by Tacoma Power and located in the City of Tacoma and Pierce County, Washington as surplus to the needs of the City and Tacoma Power.

| | |
|--|---------------------------------|
| Approved as to form and legality: | <u>Laura Fox</u> Chair |
| <u>William C. Fosbre</u> Chief Deputy City Attorney | <u>Peter Thein</u> Secretary |
| <u>Elizabeth Larson</u> Clerk | Adopted <u>1/28/09</u> |



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

December 15, 2008

To the Chairman and Members of the Public Utility Board and
The Mayor and Members of the City Council

Tacoma Power hereby requests that the Public Utility Board and Tacoma City Council approve declaring the following nine substations surplus to the needs of Tacoma Power.


- | | |
|--------------------------|----------------------------|
| 1) Adams Substation | 6) Lincoln Park Substation |
| 2) Centennial Substation | 7) Parkland Substation |
| 3) Downing Substation | 8) Ruston Substation |
| 4) Fairmont Substation | 9) Warner Substation |
| 5) Junett Substation | |

The sites were acquired at various times and were mainly utilized for supporting a 4.2 KV distribution system. These substations were no longer required once the entire electrical distribution system was upgraded. The properties have been decommissioned and all of the equipment removed. Additionally, the parcels have been inspected and remediated as necessary to ensure applicable environmental standards are met prior to sale.

The properties are located throughout the City of Tacoma and range in size from 0.04 acre to nearly 0.50 acre. The sites have been appraised by GPA Valuation in order to establish a fair market value, these valuations will be utilized to set the minimum bids for the disposition of the property in accordance with the best interests of Tacoma Power and established City procedures.

I hereby recommend favorable consideration of this matter by the Public Utility Board and City Council.

Sincerely,


William A. Gaines
Director of Utilities





3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Declaration of Surplus Property Certification

Various Light Division Properties

TPU Reference: P2008-209/218

In accordance with *Tacoma Power Staff Procedures A-3, Disposal of Light Division Real Property*, it is herein recommended that certain tracts of land, listed below, be declared surplus to the needs of Tacoma Public Utilities and the Light Division.

1. Adams Substation, 1920 Adams Street N, Tacoma
2. Centennial Substation, 543 N Stadium Way, Tacoma
3. Downing Substation, 1801 N Orchard Street, Tacoma
4. Fairmont Substation, 4924 N 31st Street, Tacoma
5. Junett Substation, 3008 N 16th Street, Tacoma
6. Lincoln Park Substation, 1009 S 35th Street, Tacoma
7. Parkland Substation, 101 127th Street E, Tacoma
8. Ruston Substation, 5001 N Visscher Street, Tacoma
9. Warner Substation, 3404 S 45th Street, Tacoma

The majority of the sites were the sites of substations that supported a 4.2 KV distribution system. These substations were no longer required once the entire electrical distribution system was upgraded. The substations on the properties have been decommissioned and the equipment has been removed.

An appraisal has been done on all of the properties. Additionally, the properties have been inspected and remediated as necessary to ensure applicable environmental standards are met prior to sale.

Tacoma Power management and staff have reviewed these properties and determined they are surplus to both its current and future needs. Tacoma Power therefore finds no reason to retain these properties and has approved the proposed recommendation for declaring the properties surplus and the eventual sale of those properties.

The real properties to be declared surplus are described on exhibit "A".

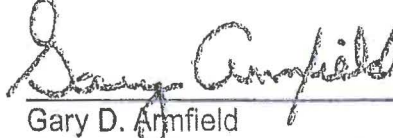
Said tracts of land meets the operational, legal and environmental conditions of surplus property, and IS HEREBY DECLARED SURPLUS to the needs of Tacoma Power on this _____ day of _____, 2008.

APPROVED:



William A. Gaines
Director of Utilities

APPROVED:



Gary D. Armfield
Superintendent, Tacoma Power

REVIEWED:



Dave Ward
Transmission & Distribution Manager

APPROVED AS TO FORM:



Bill Fosbre
Interim Chief Assistant City Attorney

REVIEWED:

Russell Post
Environmental Services

REVIEWED:



Maureen Barnes
Real Property Services

REVIEWED:



Jeff Singleton
Chief Surveyor

EXHIBIT "A"

SUBSTATION LEGAL DESCRIPTIONS

1. Adams Substation

The East 170 feet of the North 120 feet of Block 102, Amended Map of Second School Land Addition, according to the plat recorded in Book 7 of Plats at page 79, records of Pierce County, Washington

2. Centennial Substation

Commencing at the intersection of the Southerly line of Stadium Way and the Westerly line of North 6th Street produced, which is the Northeasterly corner of Block 3604, Map of New Tacoma, W.T.;
thence running Northeasterly along the Westerly line of North 6th Street produced 80 feet;
thence Southeasterly at right angles 55 feet along the Northeasterly line of Stadium Way to the point of beginning
thence continuing Southeasterly along said Northeasterly line of Stadium Way 25 feet;
thence Northeasterly at right angles 72 feet more or less to a point on the Southwesterly line of the right-of-way of the Northern Pacific Railway Company;
thence Northwesterly along said right-of-way line 26 feet more or less;
thence Southwesterly at right angles to Stadium Way 78 feet more or less to the point of beginning

3. Downing Substation

The West 100 feet of the South 130 feet of Block 106, Amended Map of Second School Land Addition, according to the plat recorded in Book 7 of Plats at page 79, in Pierce County, Washington

4. Fairmont Substation

Lots 11 and 12, Block 1309, Fairmount Park Addition to Tacoma, according to the plat recorded in Book 4 of Plats at page 7, in Pierce County, Washington

5. Junnett Substation

Lots 1, 2, 3 and 4, Block 6, Baker's First Addition to Tacoma, according to the plat recorded in Book 2 of Plats at page 118, in Pierce County, Washington

6. Lincoln Park Substation

A portion of lots 1, 2, 3 and 4, Block 17, Lincoln Park Addition to the City of Tacoma, according to the plat recorded in Book 7 of Plats at page 111, described as follows:

Commencing at the Southeast corner of Section 8 Township 20 North Range 3 East of the W.M. in Pierce County, Washington;
thence South 89° 45' 45" West along the South boundary of said Section 1303.00 feet to the Southwest corner of said Plat of Lincoln Park Addition to the City of Tacoma;
thence North 00° 05' 15" East along the West boundary of said plat a distance of 30 feet to the true point of beginning;
thence continuing North 00° 05' 15" East along said West boundary a distance of 119.5 feet;
thence South 89° 54' 45" East 79.33 feet;
thence South 00° 50' 22" West 104.33 feet;
thence on a curve to the right having a radius of 15 feet through an angle of 88° 55' 23" to a point 30 feet north of the South boundary of said plat and North 89° 45' 45" East of the point of beginning;
thence South 89° 45' 45" West 63.04 feet to the point of beginning

7. Parkland Substation

The South 50 feet of lot 1, Rostedt's Subdivision, according to the plat recorded in Book 6 of Plats at page 81 in Pierce County, Washington

8. Ruston Substation

Lots 21, 22 and 23, Block 2, Defiance Park Addition, according to the Plat recorded in Book 5 of plats, page(s) 29, in Pierce County, Washington.

9. Warner Substation

Lots 1 and 2, Block 41, Cascade Park Addition to Tacoma, according to the plat recorded in Book 1 page 120, in Pierce County, Washington

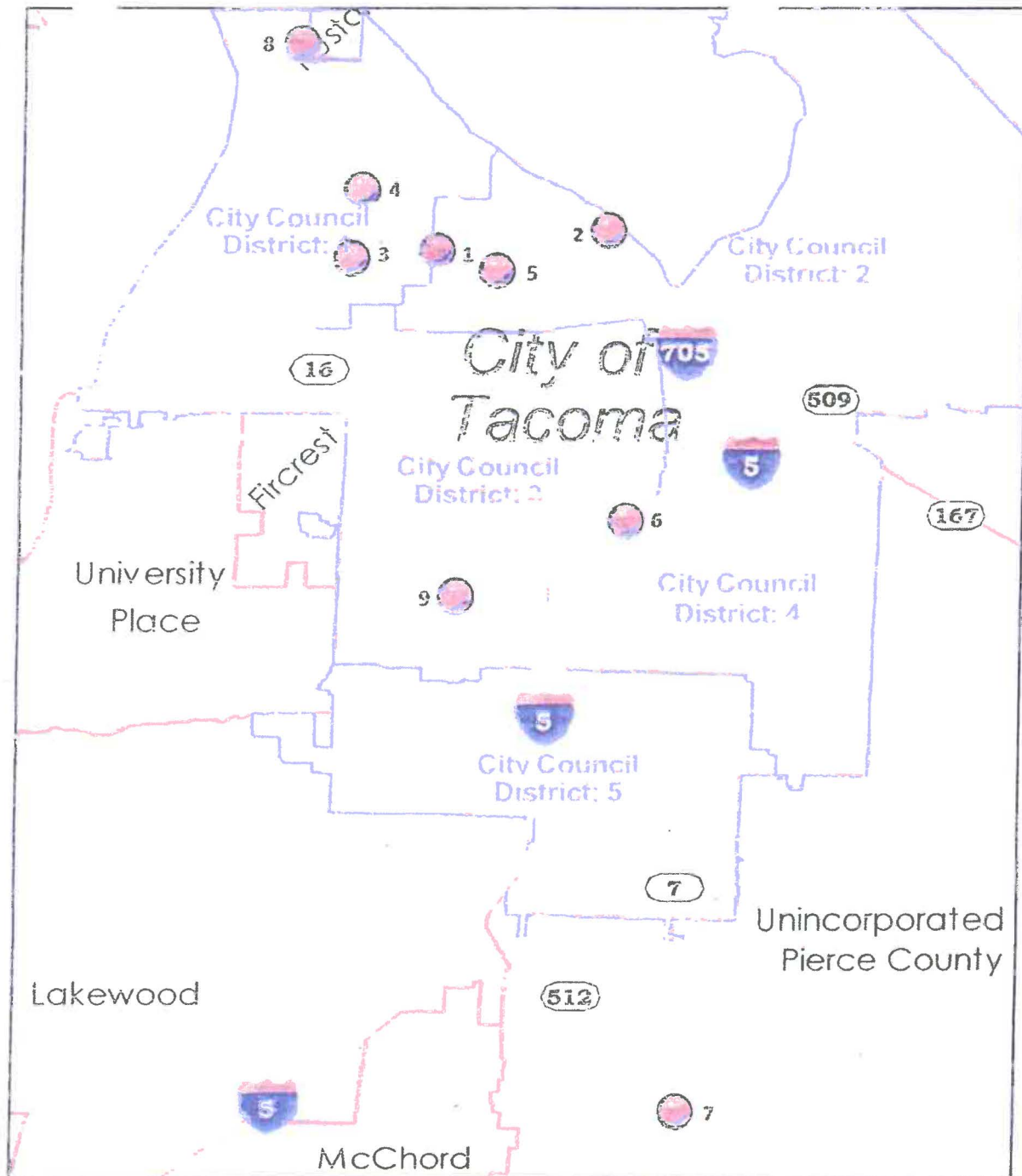


EXHIBIT "B"

1. Adams Substation
1920 N Adams St., Tacoma
2. Centennial Substation
543 N Stadium Way, Tacoma
3. Downing Substation
1801 N Orchard St, Tacoma
4. Fairmont Substation
4924 N 31st St., Tacoma
5. Junett Substation
3008 N 16th St., Tacoma
6. Lincoln Park Substation
1009 S 35th St., Tacoma
7. Parkland Substation
101 127th St. E, Tacoma
8. Ruston Substation
5001 N Visscher St., Tacoma
9. Warner Substation
3404 S 45th St., Tacoma



TO: Mayor and City Council
FROM: William A. Gaines, Director of Utilities/CEO
COPY: Elizabeth Pauli, City Manager, and City Clerk
SUBJECT: Resolution – Set Public Hearing – October 24, 2017
DATE: September 27, 2017

SUMMARY:

To set Tuesday, November 7, 2017, as the date for a Public Hearing regarding the sale of approximately 1,875 SF of Tacoma Power property for \$72,100.

STRATEGIC POLICY PRIORITY:

- Assure outstanding stewardship of the natural and built environment.
- 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 retention of the property in a substantially native condition, and offering the opportunity for public input on this real estate transaction.

BACKGROUND:

This vacant property was declared surplus to Tacoma Power’s needs in 2009 by Tacoma Public Utility Board Resolution No. U-10270 and City Council Resolution No. 37730, along with a Director’s Memorandum. Through an informal bid process in 2017, a neighbor was the successful bidder and will purchase the property for \$72,100. A restrictive covenant will be included in the quit claim deed prohibiting development of the property.

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 and is now routing for signature. If approved, the sale is expected to close by November 30, 2017.

ALTERNATIVES:

The alternatives to disposing of the property through the bid/sale process, as allowed under TMC 1.06.280f, are to either retain ownership or to dispose via a negotiated disposition. 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. The informal bid/sale process was determined to be the most efficient disposition method, as the most likely purchaser is a neighbor and the property would likely not appeal to most other market participants.

RECOMMENDATION:

Tacoma Power and Real Property Services recommend that the City Council set a Public Hearing in accordance with RCW 35.94.040, to be held November 7, 2017 to receive public comment regarding the proposed sale of approximately 1,875 SF of Tacoma Power real property located in Tacoma, WA. Once the Public Hearing has been conducted, a separate request will be presented to the City Council for the approval of the sale and conveyance of the real property.

FISCAL IMPACT:

There is no fiscal impact to setting this public hearing.