

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT
AGREEMENT NO. A3206

Reference No.: P2018-020

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

Buyer: Nash Cascadia Verde, LLC

Abbreviated

Legal Description: Portion of the SW Quarter S09, T19N, R5E, W.M., Pierce Co., WA

County: Pierce

Tax Parcel No.: Portion of Pierce County Assessor TPN 0519084009

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of February 13, 2020 between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. Tacoma Water) a first class municipal corporation ("Seller"), and Nash Cascadia Verde, LLC, a Delaware limited liability company ("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 is developing real property that abuts the Property and 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 an access and maintenance road on and across the Property in order to operate and maintain water mains and appurtenant equipment for water transmission and/or distribution. Therefore, Seller has requested and Buyer will grant at closing an easement to Seller encumbering the Property allowing Seller ingress and egress, together with the right to maintain, repair and replace the existing access and maintenance road.

WHEREAS, the Property is part of a larger parcel (the "Parent Parcel") owned by Seller and prior to conveyance of the Property to Buyer, Buyer, at its sole cost and expense, shall obtain all approvals necessary to divide the Property from the Parent Parcel so that the Property is suitable for conveyance to Buyer. The Property division may be accomplished by a subdivision, a short plat, a boundary line adjustment, or any other legal method of land segregation.

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, and to be amended by any required division of the Property pursuant to Section 5.5 below:

{See attached legal description Exhibit "A"}

Also known as a portion of Pierce County Assessor Tax Parcel No. 0519084009 (the "Property"). Buyer will, prior to Closing (defined below) as more specifically described in Section 5.5, obtain all

approvals necessary to divide the Property from the Parent Parcel so that the Property can be conveyed to Buyer at Closing.

2. Deposit. Upon execution of this Agreement by both Seller and Buyer, Buyer shall establish an escrow with Tamara Tissue, Escrow Closer (Email: Tamara.Tissue@fnf.com) ("Escrow Agent"), of Fidelity National Title, 2913 5th Ave NE, Suite 102, Puyallup, Washington 98372, and deliver to Escrow Agent **ONE HUNDRED AND TWENTY-FIVE THOUSAND and No/100 U.S. Dollars (\$125,000.00)** (the full purchase price of the Property) to be held in escrow, of which **SIX THOUSAND TWO HUNDRED AND FIFTY and No/100 U.S. Dollars (\$6,250.00)** shall be held as the earnest money deposit (the "**Deposit**") pursuant to the terms of this Agreement. Buyer shall pay all escrow costs, charges, and fees.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **ONE HUNDRED AND TWENTY-FIVE THOUSAND and No/100 U.S. Dollars (\$125,000.00)**, which shall be deposited with Escrow Agent as provided in Section 2. The Purchase Price will be paid to Seller in cash at Closing.

4. Title to Property.

4.1 Preliminary Commitment and Title Policy. Buyer has obtained and reviewed a title commitment from First American Title Insurance Company, 7502 Lakewood Drive West, Ste A, Lakewood, Washington 98499 ("Title Company"). Exceptions 2 through 8, inclusive, and 13 and 14 have been approved by Buyer and, together with any exceptions caused by Buyer or its agents or employees or agreed to by Buyer in writing, shall be the "Permitted Exceptions." Exception 9 is also acceptable, provided that it reflects the year of closing and taxes are prorated as provided in Section 8. It is anticipated that Exceptions 10 and 11 will be resolved in connection with the property division completed under Section 5.6.

4.2 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") substantially in the form of Exhibit "B" attached hereto and by this reference incorporated herein, subject only to the Permitted Exceptions. Further, at Closing, Buyer shall convey to Seller perpetual easement rights over, under, along and across the Property allowing Seller ingress and egress, together with the right to maintain, repair, and replace its access and maintenance road (the "Easement") by delivering to Seller an easement agreement substantially in the form of Exhibit "C" attached hereto and by this reference incorporated herein.

5. Conditions to Closing. The satisfaction of each of the following at or before Closing shall be conditions of 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 Purchase Price (including the Deposit, but 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 promptly repair any damage to the Property caused by or resulting from the activities of Buyer or its agents or employees, returning the Property as near as is practicable to its original condition.
- 5.5 Property Division Review and Approval. Prior to and as a condition to Closing, Buyer, at its sole cost and expense, and subject to the review and approval of Seller, shall obtain all approvals necessary to divide the Property and establish the Property as a legal lot suitable for conveyance to Buyer, documentation of which shall be provided to Seller. Seller shall reasonably cooperate with Buyer, at no cost to Seller, in obtaining the approvals necessary to divide the Property; provided, however, that while any division dependent on transferring the Property to Buyer may be authorized prior to Closing, the transfer shall not be completed prior to Closing. So, by way of example for avoidance of doubt, a boundary line adjustment may be authorized prior to Closing, but the deed transferring the Property from the Parent Parcel owned by Seller to the receiving parcel owned by Buyer shall not be recorded prior to Closing. If, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing Date set forth in Section 7, the parties shall negotiate in good faith to extend the Closing Date for an additional period to allow Buyer to obtain the approvals; however, Seller shall not be required to agree to any extension of more than sixty (60) additional days. If Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing Date, as it may be so extended, then either party may terminate the sale by giving written notice of termination to the other and Escrow Agent, whereupon Escrow Agent shall deliver the Deposit due Seller under Section 11 of this Agreement to Seller and the remainder of the Purchase Price to Buyer.
- 5.6 Title Insurance. At Closing, as a Buyer condition of Closing and solely at the expense of Buyer and except as provided in Section 8 below, Title Company shall be prepared to furnish Buyer with a standard owner's title insurance policy for the Property in the amount of the Purchase Price insuring title to be vested in Buyer free and clear of all liens and encumbrances except the usual pre-printed exceptions, the Permitted Exceptions, and non-delinquent real property taxes and assessments.

6. Condition of the Property.

6.1 "As Is." Per Section 5.3 Buyer has waived the right to conduct inspections and feasibility studies; nevertheless, 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. 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 Release. Except with respect to Seller's representations and warranties expressly provided in this Agreement, Buyer releases Seller and its directors, officers, employees, and agents from any and all statutory, common law, and other claims, obligations, causes of action, losses, damages, liabilities, costs and expenses (including without limitation attorney fees), unknown to Seller, that Buyer may have against Seller arising from, in whole or in part, or related in any way to the physical condition of the Property (including conditions not readily apparent and the presence of any material classified under state or federal law or regulations as hazardous).

6.3 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 in escrow with Escrow Agent. Closing will be held at the office of Escrow Agent on or before Apr. 10, 2020 (the "Closing Date"). In the event Buyer fails, without legal excuse to complete the purchase of the Property on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Seller may terminate the sale by giving written notice of termination to Buyer and Escrow Agent, whereupon Escrow Agent shall deliver the Deposit due Seller under Section 11 of this Agreement to Seller and the remainder of the Purchase Price to Buyer. Prior to Closing, the parties shall each deposit with Escrow Agent without delay all instruments and monies required from them 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 and recorded, the sale proceeds are available for disbursement to Seller, and legal title passes to Buyer.

8. Closing Costs and Proration. Seller shall pay state of Washington real estate excise taxes, if any, applicable to the sale. Buyer shall pay the cost of recording the Deed and Easement. 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. Buyer shall pay the cost of Buyer's title policy, including any endorsements to the title policy but excluding any endorsement that Seller agrees in writing to provide to cure a disapproved title exception, which shall be at Seller expense. Escrow fees shall be paid by Buyer.

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 Purchase Price (including 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 the Deposit 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 the Purchase Price (including the 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: NASH Cascadia Verde, LLC
505 South 336th Street, Suite 430
Federal Way, Washington 98003
Attn: Scott Jones
Fax No.: (253) 275-3362

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 and Emailed 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 and signatures transmitted by email in .pdf format 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. Survival. Any terms, conditions, or provisions of this Agreement which by their nature should survive shall survive the Closing of the sale.

28. 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 acceptance of this Agreement. Buyer shall within three business days thereafter either deliver written notice to Seller to rescind the Agreement, else the Disclosure Statement will be deemed approved and accepted by Buyer. If Buyer rescinds this Agreement, the Purchase Price (including the Deposit, but 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.

29. 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.

{Remainder of Page Intentionally Left Blank}

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

SELLER:

TACOMA WATER

Jackie Flowers 2/13/2020
Jackie Flowers, Date
Director of Utilities

Scott Dewhurst 2/13/2020
Scott Dewhurst, Date
Water Superintendent

Approved as to form:

Michael W. Smith 2/11/2020
Michael W. Smith, Date
Deputy City Attorney

City of Tacoma Review

Greg Volkhardt 2/12/2020
Greg Volkhardt, Date
Assistant Division Manager for Watershed
and Environmental Programs

Jodi Collins 2/12/2020
Jodi Collins, Date
Financial Manager

Jeff Singleton Date
Tacoma Power Chief Surveyor

FINANCE:

Andrew Cherullo 2/13/2020
Andrew Cherullo, Date
Director of Finance

BUYER:

NASH CASCADIA VERDE LLC

[Signature] 2-10-2020
Signature Date

Scott Jones, AUTHORIZED SIGNATORY
Name and Title

ES LU

EXHIBIT "A"

City of Tacoma - Department of Public Utilities
Water Division Agreement No. A3206

Southwest Quarter (SW¼) of Section 9, Township 19 North, Range 5 East,
W.M., in Pierce County, WA

A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED DATED MARCH 25, 1933 IN VOLUME 538 PAGES 25-26 (RECORDING NO. 1083483) OF PIERCE COUNTY RECORDS, BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 88° 50' 35" EAST A DISTANCE OF 800.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, NORTH 28° 50' 35" WEST A DISTANCE OF 380.56 FEET TO A POINT BEING 75.00 FEET SOUTHERLY OF, WHEN MEASURED PERPENDICULAR THERETO, THE CENTERLINE OF THE CITY OF TACOMA PIPELINE RIGHT-OF-WAY AS RECORDED IN AUDITOR'S FILE NO. 359294 OF PIERCE COUNTY RECORDS;

THENCE ALONG A LINE PARALLEL WITH, AND 75.00 FEET SOUTHERLY OF SAID CENTERLINE THE FOLLOWING TWO COURSES:

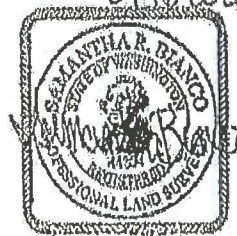
THENCE NORTH 73° 56' 42" EAST A DISTANCE OF 463.92 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG THE ARC OF A 394.48 FOOT RADIUS TANGENT CURVE CONCAVE NORTH WESTERLY THROUGH A CENTRAL ANGLE OF 22° 50' 37", AN ARC DISTANCE OF 157.28 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 01° 09' 25" WEST A DISTANCE OF 524.40 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, BEING COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 88° 50' 35" WEST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 206,607 SQUARE FEET OR 4.74 ACRES, MORE OR LESS.



Reference No.
P2018-020 GWM

Exhibit A

EXHIBIT "B"

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

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
QUIT CLAIM DEED NO. 6767**

Reference No. P2018-020
Grantor: City of Tacoma, Department of Public Utilities, Water
Division (d.b.a. Tacoma Water)
Grantee: Nash Cascadia Verde, LLC
Abbr. Legal Description: Portion of the SW Quarter of Section 9, Township 19 North,
Range 5 East, W.M., in Pierce County, WA.
Complete Description: Exhibit A
Tax Parcel No: Portion of 0519084009

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. Tacoma Water), a first class municipal corporation, for and in consideration of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) hereby conveys and quit claims to Nash Cascadia Verde, LLC, a Delaware limited liability company, as Grantee, all its interest in the following described real property situate in Pierce County, State of Washington, to-wit:

As legally described in Exhibit "A" attached hereto and by this reference made a part hereof.

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: _____

**City of Tacoma - Department of Public Utilities
Water Division Deed No. 6767**

**Southwest Quarter (SW¼) of Section 9, Township 19 North, Range 5 East,
W.M., in Pierce County, WA**

A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED DATED MARCH 25, 1933 IN VOLUME 538 PAGES 25-26 (RECORDING NO. 1083485) OF PIERCE COUNTY RECORDS, BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 88° 50' 35" EAST A DISTANCE OF 800.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, NORTH 28° 50' 35" WEST A DISTANCE OF 360.56 FEET TO A POINT BEING 75.00 FEET SOUTHERLY OF, WHEN MEASURED PERPENDICULAR THERETO, THE CENTERLINE OF THE CITY OF TACOMA PIPELINE RIGHT-OF-WAY AS RECORDED IN AUDITOR'S FILE NO. 359284 OF PIERCE COUNTY RECORDS;

THENCE ALONG A LINE PARALLEL WITH, AND 75.00 FEET SOUTHERLY OF SAID CENTERLINE THE FOLLOWING TWO COURSES:

THENCE NORTH 73° 56' 42" EAST A DISTANCE OF 463.92 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG THE ARC OF A 394.48 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 23° 50' 37", AN ARC DISTANCE OF 157.28 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 01° 09' 25" WEST A DISTANCE OF 524.40 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, BEING COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 88° 50' 35" WEST A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 206,807 SQUARE FEET OR 4.74 ACRES, MORE OR LESS.



Reference No.
P2018-020 GWM

Exhibit A

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. 2712
AND
RELEASE OF EASEMENT NO. 96**

Reference No. P2018-020
Grantor: Nash Cascadia Verde, LLC
Grantee: City of Tacoma, Department of Public Utilities, Water
Division (d.b.a. Tacoma Water)
Abbr. Legal Description: Portion of the SW Quarter of Section 9 and the NW Quarter of
Section 16, all within Township 19 North, Range 5 East, W.M., in
Pierce County, WA.
Complete Description: Exhibit A
Tax Parcel No: 0519084009 and 0519093017
Replaces: This document supersedes and replaces Easement recorded
under Pierce County Auditor's File No. 1073073 (City of Tacoma,
Department of Public Utilities, Water Division Easement No. 96),
which is terminated by this document.

The undersigned Nash Cascadia Verde, LLC, a Delaware limited liability company, organized and existing under the laws of the State of Delaware, record owner of the Premises hereinafter described, hereinafter referred to as "Grantor," by and through Scott Jones, its Authorized Signatory, for good and valuable consideration from the City of Tacoma, Department of Public Utilities, Water Division (d.b.a. Tacoma Water), hereinafter referred to as "Tacoma Water" and/or "Grantee," the receipt of which is hereby acknowledged, does hereby grant unto said Tacoma Water, its successors and assigns, the

right and privilege of ingress and egress, together with the right to maintain, repair and replace the existing access and maintenance road (the "Road" and such purposes, collectively, the "Easement Purposes"), along and across the following real property situate and being in the County of Pierce and State of Washington, described as follows, to-wit:

As described in Exhibit "A" and depicted in Exhibit "B" attached hereto and by this reference incorporated herein.

Situate in the County of Pierce, State of Washington.

Together with the right to trim and keep trimmed all vegetation located upon the tract of land above described within 30 feet on either side of the centerline of the Road.

Except as provided below, the Grantor and the Grantee are each solely responsible for the costs of construction and maintenance of their respective improvements. It is further agreed that the Grantor and its successors shall not construct any new permanent structures within the easement area that unduly interferes with the Easement Purposes without the prior written consent of Grantee, which shall not be unreasonably withheld or conditioned. However, if the Grantor does construct any permanent structure within the easement area without the prior written consent of Grantee, the Grantee may at any time remove or cause the removal of such structures at the Grantor's cost. In addition, the Grantee is not responsible for damaging the Grantor's structures constructed within the easement area without the prior written consent of Grantee.

The Grantor shall at all times provide access to Tacoma Water staff and its contractors to repair, renew or remove the Road. The Grantor herein further grants to Tacoma Water, its contractors and/or agents, the right to hereafter temporarily enter upon the Grantor's adjoining lands where reasonably necessary in connection with the maintenance or replacement of the Road within the easement area.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

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IN WITNESS WHEREOF, I have executed this Instrument at _____ County, Washington, on behalf of Nash Cascadia Verde, LLC, said company having caused its company name to be hereunto subscribed and these presents to be executed by its Authorized Signatory thereunto duly authorized, this ____ day of _____, 20__.

Nash Cascadia Verde, LLC

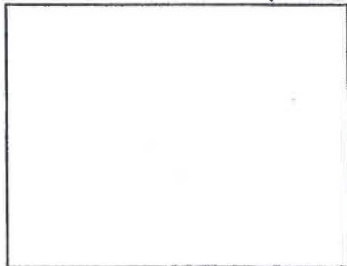
By: _____
Scott Jones, its Authorized Signatory

STATE OF WASHINGTON)
) §
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared Scott Jones, to me known to be the Authorized Signatory of Nash Cascadia Verde, LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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 _____

P2018-020 GWM / E2712

Dated this _____ day of _____, 20____

Accepted:

Scott Dewhlrst, Date
Water Superintendent

Reviewed:

Greg Volkhardt, Date
Water Quality Assistant Division Manager

Jeff Singleton, Date
Tacoma Power Chief Surveyor

Form Approved:

Michael W. Smith, Date
Deputy City Attorney

**City of Tacoma - Department of Public Utilities
Water Division Easement No. 2712**

**Southwest Quarter (SW¼) of Section 9 and Northwest Quarter (NW¼) of Section 16,
Township 19 North, Range 5 East, W.M.,
In Pierce County, Washington**

A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, BEING MARKED BY A FOUND 2.5 INCH BRASS DISK MARKED "S8, S9, S16, S17" "T19N, R5E, 1962";

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 02° 17' 54" EAST A DISTANCE OF 210.33 FEET TO THE CENTERLINE OF THE CITY OF TACOMA PIPELINE RIGHT-OF-WAY AS RECORDED IN AUDITOR'S FILE NO. 859284 OF PIERCE COUNTY RECORDS, ALSO BEING A POINT OF NON TANGENT CURVATURE;

THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO COURSES:

THENCE NORTHEASTERLY ALONG THE ARC OF A 574.12 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14° 06' 55", AN ARC DISTANCE OF 141.44 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 01° 56' 23" WEST;

THENCE NORTH 73° 56' 42" EAST A DISTANCE OF 580.24 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 16° 03' 18" EAST A DISTANCE OF 75.00 FEET TO A POINT BEING 75.00 FEET SOUTHERLY OF, WHEN MEASURED PERPENDICULAR THERETO, THE CENTERLINE OF SAID CITY OF TACOMA PIPELINE RIGHT-OF-WAY, ALSO BEING A POINT OF NON TANGENT CURVATURE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 81° 59' 18", AN ARC DISTANCE OF 94.91 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 27° 13' 55" WEST;

THENCE SOUTH 30° 46' 46" EAST A DISTANCE OF 234.21 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17° 30' 19", AN ARC DISTANCE OF 91.88 FEET;

THENCE SOUTH 13° 16' 27" EAST A DISTANCE OF 103.16 FEET TO A POINT OF CURVATURE;

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Exhibit A

**City of Tacoma - Department of Public Utilities
Water Division Easement No. 2712**

Southwest Quarter (SW¼) of Section 9 and Northwest Quarter (NW¼) of Section 16,
Township 19 North, Range 5 East, W.M.,
In Pierce County, Washington

THENCE EASTERLY ALONG THE ARC OF A 37.00 FOOT RADIUS TANGENT CURVE TO THE LEFT,
THROUGH A CENTRAL ANGLE OF 178° 30' 52", AN ARC DISTANCE OF 113.28 FEET;

THENCE NORTH 11° 47' 19" WEST A DISTANCE OF 100.28 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG THE ARC OF A 150.00 FOOT RADIUS TANGENT CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 23° 38' 58", AN ARC DISTANCE OF 61.91 FEET;

THENCE NORTH 11° 51' 39" EAST A DISTANCE OF 37.33 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS TANGENT CURVE TO THE LEFT,
THROUGH A CENTRAL ANGLE OF 20° 42' 15", AN ARC DISTANCE OF 72.27 FEET;

THENCE NORTH 08° 50' 36" WEST A DISTANCE OF 136.41 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG THE ARC OF A 200.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT,
THROUGH A CENTRAL ANGLE OF 14° 14' 33", AN ARC DISTANCE OF 49.72 FEET;

THENCE NORTH 05° 23' 57" EAST A DISTANCE OF 41.97 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS TANGENT CURVE TO THE
RIGHT, THROUGH A CENTRAL ANGLE OF 14° 50' 19", AN ARC DISTANCE OF 25.90 FEET TO THE
TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE
PARALLEL WITH, AND 75.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID CITY OF TACOMA
PIPELINE RIGHT-OF-WAY.



Reference No.
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Exhibit A

