

DEPARTMENT OF THE ARMY

OFFER TO SELL REAL PROPERTY

Project: Howard A. Hanson Dam

Tract Nos.: E200-1, E200-2, F623

Contract No.: DACW67-6-14-23

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title as set forth in Exhibit B, to the land described in Exhibit A, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the County of King, State of Washington, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; subject to the following exceptions and rights outstanding in third parties:

(1) Reservation by Weyerhaeuser Company for minerals, in sale deed to City of Tacoma, recorded December 06, 1984 under no. 8412060634.

(2) The terms and provisions contained in the City of Tacoma's "Green River Watershed Cooperative Agreement" documents recorded December 8, 1993 under no. 9312081604, recorded November 19, 1996 under no. 9611190462, recorded March 21, 2005 under no. 200603210742; and recorded February 7, 2007 under no. 200702070623.

(3) An unrecorded Agreement between Weyerhaeuser Timber Company and the City of Tacoma dated October 11, 1949, granted the City of Tacoma the right to enter upon Weyerhaeuser lands for the purpose of protecting the City watershed from activities negatively affecting water quality, This agreement was supplemented twice on July 20, 1950 and May 11, 1953 to add additional areas.

(4) Charlie Creek Easement Exchange Agreement dated March 28, 1969, recorded under no. 6588870, between Weyerhaeuser Company, Northern Pacific Railway Company, and the State of Washington, granted each other perpetual, assignable easements over each other's roads for all purposes necessary to manage forest land - including the right to maintain, rebuild, relocate, improve and vacate, without limit as to traffic quantity, load limits, seasonality of use and free from all tolls. The easement was supplemented January 4, 1978 under no. 7801161109.

The Vendor reserves only the following rights and interests in the above described property:

None.

The terms and conditions of this offer are as follows:

(1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of

acceptance to the Vendor at the address stated below, at any time within six (6) months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor of the said land the sum of ONE HUNDRED FORTY TWO THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$142,300), payable on the acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient quitclaim deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved, above, together with all right, title, and interest which the Vendor may have in the banks, beds, and waters of any streams bordering the said land to be conveyed, and also all interest in alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto but not beyond the legal description of the above Tract.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(4) The Vendor agrees to satisfy of record at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to the United States and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(6) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said land in the name of the United States by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be pro rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

(7) The Vendor hereby grants to the United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to the United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to the United States.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, courtesy, homestead, or other rights or interest of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this ____ day of _____, 20____.

CITY OF TACOMA

AUTHORIZED:

Water Division Superintendent

APPROVED:

Water Quality Manager

REVIEWED:

Environmental Programs Manager

TPU Real Property Services

APPROVED AS TO FORM:

Deputy City Attorney

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO

Ms. Gloria Fletcher, Senior Real Estate Officer, TPU Real Property Services, Tacoma Public
Utilities, 3628 South 35th Street, Tacoma, Washington 98409-3192

(Name and Address)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: _____

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

Christopher D. Borton
District Chief of Real Estate
Real Estate Contracting Officer
Seattle District, Corps of Engineers

EXHIBIT A

LEGAL DESCRIPTION

Two parcels of land described as follows:

TRACT E200-1 AREA 1:

A Parcel of land situated within the East half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 21 North, Range 08 East, W.M., King County, WA. Said Parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 28;
Thence N89°51'58"E along the North section line for said Section 28 for 2534.73 feet to the Northeast Section Corner of said Section 28;
Thence S00°14'18"E along the East Section Line of said Section 28 for 1321.01 feet to the North Sixteenth Corner and the **TRUE POINT OF BEGINNING**;

Thence S00°14'18"E along East Section line for 1051.69 feet;
Thence S88°57'57"W for 333.81 feet;
Thence N18°01'53"W for 9.56 feet to the easement boundary line for Tract E-506E;

Thence N18°01'53"W along said Tract E-506E for 108.04 feet;
Thence N18°00'20"W for 122.66 feet;
Thence N05°49'13"W for 594.38 feet to a non-tangent curve to the right, from which the radius point bears N84°06'49"E;

Thence along said curve to the right having a radius of 1339.76 feet and a central angle of 04°25'35", for an arc length of 103.50 feet;

Thence N37°06'02"E for a distance of 168.30 feet North Sixteenth Line;
Thence N89°56'02"E along said North Sixteenth Line for 369.08 feet to the **TRUE POINT OF BEGINNING**.

Said Parcel contains 10.2469 acres, more or less.

Howard Hanson Dam
Fee acquisition from TPU

Tract E200-1
19.0423 Acs.

TRACT E200-1 AREA 2:

A Parcel of land situated within the West half of the Southwest Quarter of the Northwest Quarter of Section 27, Township 21 North, Range 08 East, W.M., King County, WA. Said Parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 27;
Thence S89°55'08"W along the North section line for said Section 27 for 3026.26 feet to the Northwest Section Corner of said Section 27;

Thence S00°14'18"E along the West Section Line of said Section 27 for 1321.01 feet to the North Sixteenth Corner and the **TRUE POINT OF BEGINNING**;

Thence S89°50'39"E for 463.69 feet from which the radius point of a non-tangent curve to the right bears N77°54'00"W;

Thence Southwesterly along said curve to the right having a radius of 107.09 feet and a central angle of 19°42'06", for an arc length of 36.82 feet;

Thence S31°48'06"W for 54.33 feet to a point of curvature;
Thence along a tangent curve to the left having a radius of 322.63 feet and a central angle of 14°13'46", for an arc length of 80.13 feet to a point of compound curvature;

Thence along a curve to the left having a radius of 179.39 feet and a central angle of 18°22'13", for an arc length of 57.52 feet to a point of compound curvature;

Thence along a curve to the left having a radius of 394.25 feet and a central angle of 31°39'46", for an arc length of 217.87 feet to a point of reverse curvature;

Thence along a curve to the right having a radius of 135.74 feet and a central angle of 63°11'30", for an arc length of 149.71 feet to a point of reverse curvature;

Thence along a curve to the left having a radius of 225.26 feet and a central angle of 03°58'11", for an arc length of 15.61 feet;

Thence S26°45'40"W for 357.43 feet to a point of curvature;

Howard Hanson Dam
Fee acquisition from TPU

Tract E200-1
19.0423 Ac.

Thence along a tangent curve to the right having a radius of 336.27 feet and a central angle of $19^{\circ}44'10''$, for an arc length of 115.83 feet to a non-tangent line;

Thence $S63^{\circ}54'18''W$ along said for 150.35 feet;
Thence $S88^{\circ}57'57''W$ for 66.73 feet to the West 1/16th line of said Section 27;
Thence $N00^{\circ}14'18''W$ along said line for 1051.69 feet to **the TRUE POINT OF BEGINNING.**

Said parcel contains 8.7954 acres, more or less.

Said Parcels Contains a total of 19.0423 acres, more or less.

Legal Description As shown on that Record of Survey prepared by APS Survey and Mapping for USA, recorded under Auditor's File Number 20140221900009, King County, WA.

By APS Survey
Chkd: OJV April 1, 2014
Loc: O:\TR\cadastral\OrgProjects\Civil\Howard Hanson
Dam\Tasks\HHD DAM SAFETY SURVEY REVIEW
Map: surveyReview2.mxd
Doc: 002348.docx

Howard Hanson Dam
Fee acquisition from TPU

Tract E200-2
0.0801 Acs.

LEGAL DESCRIPTION

A parcel of land situated within the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 27, Township 21 North, Range 08 East, W.M., King County, WA. Said Parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 27;
Thence S89°55'08"W along the North Section line for said Section 27 for 3026.26 feet to the Northwest Section Corner of said Section 27;
Thence S00°14'18"E along the West Section Line of said Section 27 for 1321.01 feet to the North Sixteenth Corner;
Thence S00°14'18"E continuing along the West Section Line of said Section 27 for 1051.69 feet;
Thence N88°57'57"E for 66.73 feet;
Thence N63°54'18"E for 189.50 feet;
Thence N31°57'47"E for 122.58 feet to the **TRUE POINT OF BEGINNING**;

Thence N26°45'40"E for 22.45 feet;
Thence N26°45'40"E for 254.44 feet;
Thence S63°14'20"E for 25.21 feet;
Thence S31°57'47"W for 278.03 feet to the **TRUE POINT OF BEGINNING**.

Said Parcel contains 3,490 square feet or 0.0801 acres, more or less.

Legal Description As shown on that Record of Survey prepared by APS Survey and Mapping for USA, recorded under Auditor's File Number 20140221900009, King County, WA.

By: APS Survey
Chkd: OJV April 1, 2014
Loc: O:\TR\cadastral\OrgProjects\Civil\Howard Hanson
Dam\Tasks\HHD DAM SAFETY SURVEY REVIEW
Map: surveyReview2.mxd
Doc: 002350.docx

Howard Hanson Dam
Fee acquisition from TPU

Tract F623
0.9747 Acs.

LEGAL DESCRIPTION

Two parcels of land described as follows:

PORTION A:

A parcel of land situated within the Southeast Quarter of the Southwest Quarter of Section 27, Township 21 North, Range 08 East, W.M., King County, WA. Said parcel is more particularly described as follows:

Commencing at the Southwest Section Corner of said Section 27, Thence S89°55'34"E along the South Section Line of said Section 27 for 2612.06 feet to the South Quarter Corner of Section 27;

Thence N04°33'05"E along the North-South Center of Section Line for 347.44 feet;

Thence N39°18'52"W for 293.76 feet;

Thence N28°07'22"W for 179.77 feet; Thence N56°06'42"W for 13.78 feet to the **TRUE POINT OF BEGINNING**;

Thence S31°37'48"W for 30.97 feet;

Thence S13°02'22"W for 84.92 feet to a tangent curve to the right;

Thence along said curve having a radius of 20.00 feet and a central angle of 112°10'28" for a arc distance of 39.16 feet to a point of tangency;

Thence N54°47'10"W for 62.75 feet;

Thence N71°14'53"W for 131.30 feet;

Thence N60°07'02"W for 68.82 feet;

Thence N31°34'38"W for 102.76 to the South line of the abandoned North Pacific Railway Company's 400-foot wide Right-of-Way referred to as Tract H-805 herein;

Thence S83°43'00"E along said South line of Tract H-805 for 285.60 feet;

Thence S56°08'42"E for 86.24 feet and the **TRUE POINT OF BEGINNING**;

Said Parcel contains 0.8694 acres, more or less.

Howard Hanson Dam
Fee acquisition from TPU

Tract F623
0.9747 Acs.

PORTION B:

A parcel of land situated within the Southeast Quarter of the Southwest Quarter of Section 27, Township 21 North, Range 08 East, W.M., King County, WA. Said parcel is more particularly described as follows:

Commencing at the Southwest Section Corner of said Section 27, Thence S89°55'34"E along the South Section Line of said Section 27 for 2612.06 feet to the South Quarter Corner of Section 27;
Thence N04°33'05"E along the North-South Center of Section Line for 347.44 feet;
Thence N39°18'52"W for 293.76 feet;
Thence N28°07'22"W for 179.77 feet; Thence N56°06'42"W for 100.02 feet to the South line of the abandoned North Pacific Railway Company's 400-foot wide Right-of-Way referred to as Tract H-805 herein;
Thence N83°43'00"W along said South line of Tract H-805 for 447.90 feet to the **TRUE POINT OF BEGINNING**;

Thence S05°48'14"W for 19.15 feet to a tangent curve to the right;
Thence along said curve having a radius of 20.00 feet and a central angle of 96°14'42" for a arc distance of 33.60 feet to a point of tangency;
Thence N77°57'04"W for 98.13 feet;
Thence N40°43'02"W for 43.04 feet to the South line of said Tract H-805;
Thence S83°43'00"E along said South line of Tract H-805 for 150.96 feet to the **TRUE POINT OF BEGINNING**;

Said Parcel contains 0.1053 acres, more or less.

Said Parcels Contains a total of 0.9747 acres, more or less.

Legal Description As shown on that Record of Survey prepared by APS Survey and Mapping for USA, recorded under Auditor's File Number 20140221900009, King County, WA.

EXHIBIT B

FEE.

The fee simple title to the land described in Exhibit A (Tracts Nos. E200-1, E200-2, and F623), subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.