

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT
AGREEMENT NO. A3302**

Reference No.: P2018-055

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

Buyer: King County

Abbreviated

Legal Description: Portion of S10, T21N, R4E, W.M., King Co., WA

County: King

Tax Parcel No.: King County Assessor TPN 1021049017 and 1021049064

This REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of September 8, 2022 (the "Agreement Date") between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. Tacoma Water)** a first class municipal corporation ("Seller") and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington ("Buyer"). Seller and Buyer are also referred to herein individually as a "party" or together as "parties."

RECITALS

- A. WHEREAS, Seller is the owner of certain vacant real property located at 51st Avenue S and South 304th Street, Auburn vicinity, King County, State of Washington, Tax Parcel Numbers 102104-9017 and 102104-9064 identified herein as the Property as more particularly described in Section 1, below.
- B. WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property on the terms and conditions set forth herein.
- C. WHEREAS, because Seller owns, operates, and maintains portions of a municipal water system on the Property, at Closing Buyer will grant an easement to Seller encumbering the Property for ingress and egress and utility purposes, including all improvements, water mains, and all appurtenant equipment necessary to the municipal water system (the "Easement").
- D. WHEREAS, the parties hereto mutually desire to enter into this Agreement defining their rights, duties and liabilities relating to the Property and to establish the terms and conditions upon which Seller will convey the Property to Buyer.

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 (the "Property") located in the County of King and State of Washington, more particularly described as follows:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR 51ST AVENUE SOUTH IN DEED RECORDED UNDER RECORDING NO. 2110063.

TOGETHER WITH THE NORTH 100 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR 51ST AVENUE SOUTH IN DEED RECORDED UNDER RECORDING NO 2110063.

ALL SITUATE IN KING COUNTY, WA.

2. Deposit. Intentionally Deleted.
3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **FOUR MILLION and No/100 U.S. Dollars (\$4,000,000.00)**, which will be paid by Buyer to the Escrow Agent, for further distribution to Seller by wire transfer, at Closing.
4. Title to Property.
 - 4.1 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged bargain and sale deed (the "Deed") substantially in the form of **Exhibit "A"** attached hereto and by this reference incorporated herein, subject only to those encumbrances that Buyer approves pursuant to Section 4.3. below (the "Permitted Encumbrances"). Further, as consideration, in addition to the Purchase Price, and as a condition for Seller's conveyance of the Property to Buyer, at Closing Buyer shall grant to Seller a perpetual, non-exclusive Easement for ingress, egress, the distribution and transmission of water, and the right to construct, operate, maintain, alter, repair, and replace aboveground and underground utilities including, but not limited to, water mains and all appurtenant equipment as described therein. The form of said Easement is attached as **Exhibit "B"** and by this reference incorporated herein.
 - 4.2 Preliminary Commitment and Title Policy. Upon the Agreement Date, Seller authorizes Buyer to order a preliminary commitment, at Buyer's expense, for an owner's standard coverage policy of title insurance in the full amount of the Purchase Price, to be issued by Fidelity National Title Company of Washington, Inc., in King County, Washington (the "Title Company"), and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment").
 - 4.3 Condition of Title.
 - a. Buyer shall advise Seller by written notice what encumbrances to title, if any, are disapproved by Buyer ("Disapproved Encumbrances") within ten (10) business days of receipt of the Preliminary Commitment. All monetary encumbrances other than non-delinquent ad valorem property taxes and other non-delinquent ad valorem fees and charges (e.g. stormwater benefit charges, flood control charges, local improvement district charges, sewer and water fees, etc.) will be deemed to be disapproved. Seller will have ten (10) business days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Encumbrances, or (ii) Seller elects not to remove Disapproved Encumbrances. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Encumbrances. Notwithstanding the foregoing, the parties acknowledge that Buyer and Seller are each a public entity that is exempt from ad valorem property taxes but are subject to other benefit fees and charges that shall be duly prorated at Closing.

- b. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer. If Seller elects not to remove any Disapproved Encumbrances, Buyer will have fifteen (15) business days to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those encumbrances, or to terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this section, the escrow will be terminated, all documents and any 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. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.4 Title Policy. At Closing, at Buyer's expense, Buyer shall cause the Title Company to issue to Buyer a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Encumbrances (the "Title Policy"). The Title Policy must be dated as of the Closing Date (defined in Section 8, below).

5. Warranties and Representations of Seller. As of the date hereof Seller represents and warrants as follows:

- 5.1 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated, and no other broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding to act for or on behalf of Seller.
- 5.2 No Litigation. To Seller's Knowledge, there is no pending, or threatened claim, lawsuit, litigation, arbitration, investigation or other proceeding pertaining to the Property or any part thereof. There is no pending or, to the best of Seller's Knowledge, threatened condemnation or similar proceeding pertaining to the Property or any part thereof.
- 5.3 No Violations. To Seller's Knowledge, no governmental entity with jurisdiction or other person or entity has asserted, or has threatened to assert, that the Property or any part thereof is in violation of any applicable legal requirement. To Seller's Knowledge, Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use.
- 5.4 Condition of Property. To Seller's Knowledge (i) Seller has not caused any generation, treatment, storage, transfer, disposal or release of Hazardous Substances (as that term is defined in Section 7.1(b) of this Agreement) in violation of applicable laws on, in, under or emanating from the Property; and (ii) there are no underground storage tanks on the Property. To Seller's knowledge, there are no facts that would lead it to believe that there are any Hazardous Substances on, in, under or emanating from the Property in violation of applicable laws. To Seller's knowledge, there are no concealed material defects in the Property.
- 5.5 No Contracts. To Seller's knowledge, except for the Permitted Encumbrances and the Easement, there are no additional contracts, agreements or other arrangements under which Seller is obligated to sell, exchange, transfer, lease, rent or allow the use of the Property or any part thereof now or in the future, or

under which any person or entity has the right to possess or occupy the Property or any part thereof now or in the future.

- 5.6 Future Agreements. From and after the Agreement Date, unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:
- (a) Enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way, excepting herefrom any contracts, agreements, commitments, leases, or other arrangements in relation to the operation and maintenance of Tacoma Water's pipeline and appurtenances thereto within the Easement area; or
 - (b) Sell, dispose of or encumber any portion of the Property.
- 5.7 Knowledge of Seller. For purposes of this Section 5, the term, "To Seller's Knowledge," shall mean the actual knowledge of Seller, including its officers, members, agents, and representatives, based on their reasonable inquiry in the file locations where the relevant information would normally be filed, including the files of Seller's agents, consultants, and contractors.

6. Conditions to Closing. Buyer acknowledges and agrees that this Agreement is conditioned upon the following:

- 6.1 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, all documents and any 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 6.1 will obligate Seller to obtain Tacoma Public Utility Board or City Council approval beyond the ordinary course of City of Tacoma and Department of Public Utilities procedures.
- 6.2 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 in connection with the Property, 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 to the extent claims arise out of Seller's, its agents' or employees' negligence.
- 6.3 Buyer Feasibility Study.
- (a) Buyer acknowledges that, prior to Closing and at its sole cost and expense, Buyer shall have ninety (90) days from the Agreement Date (the "Feasibility Study Period") to inspect the Property and conduct any feasibility studies and any due diligence of the Property Buyer deems necessary, in its sole and absolute discretion, in order to satisfy itself with respect to the condition of and suitability of the Property (the "Feasibility Study"). Seller will assist as needed with any submittals necessary to complete this work. Seller herein grants Buyer, its employees, agents, representatives, and surveyors a right of entry to conduct survey work and inspection of the Property. Any ground disturbing activities must receive prior written approval from and be coordinated with Seller, in the exercise of its reasonable discretion. Buyer and Buyer's agents,

representatives, consultants, architects and engineers will have the right, from time to time, from and after the Agreement Date, to enter onto the Property and make borings, drive test piles and conduct any other reasonable tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Property. Such tests and inspections are to be performed in a manner not disruptive to the operation of the Property. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released. In the event Buyer does not complete the purchase for any reason whatsoever, Buyer shall promptly provide to Seller, and at no cost to Seller, complete copies of all reports obtained or held by Buyer pursuant to this Section 6.3, which reports shall be provided to Seller AS-IS, without representation or warranty.

(b) Unless Buyer provides Seller with a written notice prior to 5:00 p.m. local Seattle time on the last day of the Feasibility Period that the Buyer (a) has determined, in Buyer's sole and absolute discretion, that the Property is suitable for Buyer's intended use or (b) has waived this condition (the "Approval Notice"), then this Agreement shall terminate.

(c) After waiver or satisfaction of the Feasibility Period, Buyer hereby acknowledges it is purchasing and shall acquire the Property in its physical condition existing at the date of Closing, "AS-IS," "WHERE IS" AND WITH ALL FAULTS. THIS ACKNOWLEDGEMENT INCLUDES, WITHOUT LIMITATION, THAT THE BUYER ACCEPTS THE PROPERTY REGARDLESS OF (1) THE CONDITION OR STABILITY OF THE SOILS OR GROUND WATERS, (2) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY, (3) ITS SUITABILITY FOR ANY CONSTRUCTION OR DEVELOPMENT, AND (4) ZONING, AND SIMILAR MATTERS. THE BUYER MAKES THIS ACKNOWLEDGEMENT SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS, AND EVALUATION OF THE PROPERTY. As of the Agreement Date, Seller has made no representations or warranties, express or implied, regarding the Property including, but not limited to, any representations or warranties regarding the suitability of the Property for any construction or development, but excluding those representations and warranties expressly provided in this Agreement, which representations and warranties of Seller under this Agreement, shall survive Closing and shall be deemed to be an exception to the "AS IS" condition set forth above.

6.4 Non-Suitability. 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.

6.5 Buyer Funding. The purchase of the Property is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council, King County Executive's approval of said appropriation, and spending authority of funds sufficient to close the sale. Written evidence of such funding or appropriation (the "Closing Funds Notice") shall be provided to Seller by Buyer before Seller proceeds with the seller approval process outlined in 6.1 herein.

7. Buyer Acknowledgements Regarding Condition of the Property.

7.1. "As-Is".

a. Buyer acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS-IS," and that no patent or latent defect in the physical or environmental condition of the Property whether or not known or discovered, shall affect the rights of either party hereto, except as provided in Section 5 herein.

b. If this Agreement does not terminate pursuant to Section 6.3, effective as of the Closing Date, Buyer expressly waives any and all defects in the physical, environmental and economic characteristics and condition of the Property, whether or not such defects were disclosed by Seller or revealed during any Buyer inspection. Buyer further acknowledges that, except for the Disclosure Statement required by state law and discussed in Section 29 below, and the Warranties and Representations of Seller included in Section 5, above, neither Seller nor any other person or entity acting on behalf of Seller has made any other representations, warranties or agreements (express or implied) by or on behalf of Seller as to any matters concerning the Property, including any representations, warranties, or agreements pertaining to (a) the present use thereof or the suitability for Buyer's intended use of the Property; (b) the presence of any "Hazardous Substances," which include any substance that is regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), or the Washington State Model Toxics Control Act (MTCA); or (c) the threat, existence, or nonexistence of any "Environmental Liability," which includes any claims that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

c. Any documents furnished to Buyer by Seller relating to the Property shall be deemed furnished as a courtesy to Buyer but without warranty, guaranty, or representation from the Seller.

d. Seller shall surrender the Property in as good condition, except for normal wear and tear, as exists on the Agreement Date. Seller agrees that it will not damage nor commit waste on the Property between the Agreement Date and Closing.

7.2 Release. Except with respect to Seller's representations and warranties expressly provided in this Agreement, if this Agreement does not terminate pursuant to Section 6.3, and effective as of the Closing Date, Buyer releases, acquits, and forever discharges, 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 directly or indirectly, arising out of or related to the condition, operation or economic performance of the Property (collectively, "Claims"), including Claims that may arise in the future, that arise out of, or are in any way connected with, either directly or indirectly, the discovery, presence, or remediation of Hazardous Substances in, on, under, or emanating from the Property. Buyer hereby expressly assumes all liability and responsibility for any hazardous materials on or under the property and all costs for remediation of same without regard to source or date of contamination, and shall not seek reimbursement from Seller therefor.

7.3 Inspections. Buyer agrees that it will rely on its own evaluations of the Property to determine the suitability of the Property for Buyer's intended use.

8. Closing. This transaction will be closed in escrow by the Title Company acting as escrow agent (the "Escrow Agent"). The closing will occur not later than 1) March 31, 2023, or 2) thirty (30)

days following satisfaction of all conditions set forth under Section 6 whichever occurs first (the "Closing Date"). "Closing", for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to Seller, and legal title of the Property passes to Buyer. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, the Escrow Agent will immediately terminate the escrow and return all documents and funds to the party that deposited them. When notified by the Escrow Agent, Buyer and Seller will deposit with Escrow Agent without delay all instruments and monies required to complete the transaction in accordance with this Agreement.

9. Closing Costs and Proration. Buyer shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price. Buyer shall pay the additional premium, if any, attributable to an extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer. Buyer shall also pay state of Washington real estate excise taxes applicable to the sale, if any, the cost of recording the deed, and the Escrow Agent's escrow fee. 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. Notwithstanding the foregoing, Seller and Buyer acknowledge that they are each a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore no ad valorem property taxes will be due from either party whether before or after the Closing Date. Other ad valorem fees or charges that may be due as contemplated in Section 4.3(a) shall be prorated between the parties as of the Closing Date. The parties further acknowledge that sales of real property by Seller are exempt from real estate excise tax pursuant to R.C.W. 82.45.010(3)(n), and therefore real estate excise tax will not be due from either party at Closing, although the parties will need to execute and file a real estate excise tax affidavit documenting that the sale of the Property is exempt.

10. 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 (the "Casualty Loss Notice"). Upon exercise of such termination election by either party, this Agreement will terminate, all documents and any 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.

11. Possession. Seller shall deliver possession of the Property to Buyer upon Closing.

12. Default; Remedies, Specific Performance. In the event of material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions, or provisions hereof by either party, the non-breaching or non-defaulting party shall have, in addition to a claim for damages from such breach or default, the right to terminate this Agreement upon written notice to the other party without any additional liability to the other party.

13. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, given by mail or e-mail. 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
e-mail: gmuller@cityoftacoma.org

Buyer: King County Water and Land Resources Division
Open Space Acquisitions

201 South Jackson Street, Suite 5600
Seattle, WA 98104
e-mail: lori.king@kingcounty.gov

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 e-mail, the same day as verified by electronic "Delivery Receipt". A party disputing delivery or receipt of email notice shall have the burden of proving that the email notice was not delivered or received or both.

14. Counterparts; Electronic 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. Electronically transmitted signatures shall be fully binding and effective for all purposes.

15. Brokers and Finders. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller or Buyer in connection with this Agreement or the transaction contemplated, and no other broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding to act for or on behalf of Seller or Buyer. In the event any broker or other person makes a claim for a commission or finder's fee based upon the transaction contemplated by this Agreement, the party through whom said broker or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the Closing of this transaction.

16. Professional Advice. Seller and 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.

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

18. 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. 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.

19. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of Washington, without reference to its conflicts of law rules or choice of law provisions.

20. 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.

21. 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.
22. FIRPTA. If required, 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.
23. 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.
24. 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.
25. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.
26. 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.
27. 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.
28. Survival. Any terms, conditions, or provisions of this Agreement which by their nature should survive shall survive the Closing of the sale.
29. 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, 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.
30. 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.

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

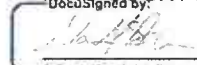
SELLER:


BUYER:

TACOMA WATER

KING COUNTY

DocuSigned by:
 09/08/2022
Date
Jackie Flowers,
Director of Utilities

DocuSigned by:
 8/29/2022
Date
Martin McBroom,
Deputy Director, Department of Natural
Resources and Parks

DocuSigned by:
 09/08/2022
Date
Scott Dewhirst,
Water Superintendent

Approved as to form:


DocuSigned by:
Michael W. Smith 09/06/2022
Date
Michael W. Smith,
Deputy City Attorney

City of Tacoma Review

DocuSigned by:
Jesse Angel 08/30/2022
Date
Jesse Angel,
Operations Manager,
Water Planning and Engineering

DocuSigned by:
Jodi Collins 08/31/2022
Date
Jodi Collins,
Financial Manager

DocuSigned by:
Dean Paschich 08/31/2022
Date
Dean Paschich,
Assistant Chief Surveyor, Public Works

DocuSigned by:
 09/06/2022
Date
Andrew Cherullo,
Director of Finance

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EXHIBIT "A"

After Recording Mail To:

King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 5600
Seattle, WA 98104

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
BARGAIN AND SALE DEED NO. 6783**

Reference No.	P2018-055
Grantor:	City of Tacoma, Department of Public Utilities, Water Division (d.b.a. Tacoma Water)
Grantee:	King County, a home rule charter county and political subdivision of the State of Washington
Abbr. Legal Description:	Portion of S10, T21N, R4E, W.M., King Co., WA
Tax Parcel No.:	King County Assessor TPN 1021049017 and 1021049064

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 FOUR MILLION and No/100 U.S. Dollars (\$4,000,000.00) and other good consideration, the receipt and sufficiency of which is hereby acknowledged, bargains, sells, and conveys to KING COUNTY, a home rule charter county and political subdivision of the State of Washington, as Grantee, all of Grantor's right, title and interest in and to the following described real property situate in King County, State of Washington, to-wit:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR 51ST AVENUE SOUTH IN DEED RECORDED UNDER RECORDING NO. 2110063.

TOGETHER WITH THE NORTH 100 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR 51ST AVENUE SOUTH IN DEED RECORDED UNDER RECORDING NO 2110063.

ALL SITUATE IN KING COUNTY, WA.

Subject to the permitted exceptions set forth in Exhibit A and the restrictions set forth in Exhibit B, both of which are attached hereto and made a part hereof.

Authorized by City Council Resolution No. _____ adopted on _____ at the request of Public Utility Board Resolution No. U-_____ adopted on _____.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this on _____.

CITY OF TACOMA

By: _____
Mayor

Attest:

City Clerk

Accepted by Grantee

KING COUNTY

By: _____ Date _____
Maurin McBroom,
Deputy Director, Department of Natural
Resources and Parks

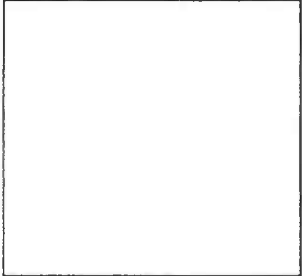
P2018-055/D6783

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

On _____, before me personally appeared Victoria Woodards, to me known to be the Mayor of the City of Tacoma, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma, for the uses and purposes herein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Tacoma.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Place Notary Seal in Box



Notary Public in and for the State
of Washington
Residing in _____

P2018-055/D6783

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

APPROVED:

Jackie Flowers,
Director of Utilities

AUTHORIZED:

Scott Dewhirst,
Water Superintendent

REVIEWED:

Jesse Angel,
Operations Manager
Water Planning and Engineering

Jodi Collins,
Financial Manager

Andrew Cherullo,
Director of Finance

Dean Paschich,
Assistant Chief Surveyor, Public Works

APPROVED AS TO FORM:

Michael W. Smith,
Deputy City Attorney

EXHIBIT A

PERMITTED EXCEPTIONS

1. Notice of Additional Tap or Connection Charges and the terms and conditions thereof:

Recording Date: June 1, 1981
Recording No.: 8106010916

2. Franchise Agreement and the terms and conditions thereof:

Recording Date: November 20, 2002
Recording No.: 20021120000805

3. Rights of the public to use the north 30 feet of the within described property for South 304th Street (A.M. Olsen Road) as disclosed by the map of the King County assessor treasurer.

EXHIBIT B

The property herein conveyed was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq.

This project was funded by in part by and is subject to the terms of the Parks Levy authorized by King County Ordinance 18890 and approved by voters on August 6, 2019. The County covenants that the property will be used for the purposes contemplated by Ordinance 18890, that the property shall not be transferred or conveyed except by deed providing that the property shall continue to be used for the purposes contemplated by Ordinance 18890, and that the property shall not be converted to a different use unless other equivalent property within the County shall be received in exchange therefor.

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
EASEMENT NO. 2802**

Reference No.: P2018-055 GWM
Grantor: King County
Grantee: City of Tacoma, Department of Public Utilities, Water Division
(d.b.a. Tacoma Water)
Abbr. Legal Description: Portion of S10, T21N, R4E, W.M., King Co., WA
Complete Description: Exhibit A
Tax Parcel No.: King County Assessor TPN 1021049017 and 1021049064

1. The undersigned, King County, a home rule charter county and political subdivision of the State of Washington, by and through Warren Jimenez, Division Director, Parks and Recreation Division of the Department of Natural Resources and Parks, record owner of the premises hereinafter described, hereinafter referred to as "Grantor," 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, and as a condition of Grantee's sale of the subject property to Grantor, does hereby grant unto said Tacoma Water, its successors and assigns, the right and privilege to construct, operate, maintain, alter, repair, and replace aboveground and underground utilities including, but not limited to, water mains, vaults, and all appurtenant equipment in,

upon, under, along and across the following real property situate and being in the County of King and State of Washington, described as follows, to-wit:

2. As described on Exhibit "A" and depicted in Exhibit "B" attached hereto and by this reference incorporated herein. Situate in the County of King, State of Washington.
3. Together with the right to trim and keep trimmed all vegetation located upon the tract of land above described (hereinafter, the "Easement Area").
4. It is agreed that the Grantor and its successors shall not construct any new permanent structures within the Easement Area; provided that said Easement Area may be used for ingress, egress, parking and landscaping purposes to the extent the same shall not unduly interfere with the operation and maintenance of the facilities for which this Easement is granted. For the purposes of the Easement, a "structure" includes, but is not limited to, any building, carport, trash enclosure, fence, drain field, fountain, wall, and rockery.
5. The Grantor shall at all times provide access to Tacoma Water staff and its contractors to change, repair, renew or remove said equipment or facilities. The Grantor herein further grants to Tacoma Water, its contractors and/or agents, the right to hereafter temporarily enter upon the Grantor's remaining lands adjacent to the Easement Area, where necessary to construct or maintain said facilities.

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P2018-055 GWM / E2802

IN WITNESS WHEREOF, I have executed this instrument at King County, Washington, on behalf of King County, a home rule charter county and political subdivision of the State of Washington, said county having caused its name to be hereunto subscribed and affixed and these presents to be executed by its Division Director, Parks and Recreation Division of the Department of Natural Resources and Parks, thereunto duly authorized, on

King County

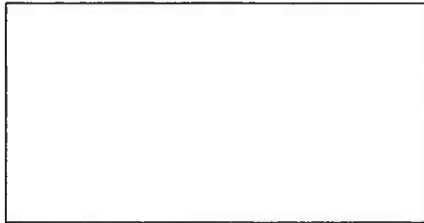
By:

Warren Jimenez, Division Director
Parks and Recreation Division, Department of Natural Resources and Parks

STATE OF WASHINGTON)
) §
COUNTY OF KING)

On _____ before me personally appeared Warren Jimenez, to me known to be the Division Director, Parks and Recreation Division of the Department of Natural Resources and Parks of the county that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said county, 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 _____

P2018-055 GWM / E2802

Dated: _____

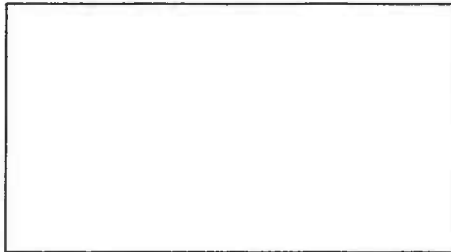
Accepted:

Scott Dewhirst
Water Superintendent

STATE OF WASHINGTON)
) §
COUNTY OF PIERCE)

On _____ before me personally appeared Scott Dewhirst, to me known to be the Water Superintendent of City of Tacoma, Department of Public Utilities, Water Division that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said city, 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 _____

Reviewed:

Jesse Angel,
Operations Manager,
Water Planning and Engineering

Dean Paschich,
Assistant Chief Surveyor, Public Works

Form Approved:

Michael W. Smith,
Deputy City Attorney

EXHIBIT "B"

City of Tacoma - Department of Public Utilities Water Division Easement No. 2802		
Northeast Quarter (NE¼) of Section 10, Township 21 North, Range 4 East, W.M., in unincorporated King County, Washington		
THE NORTH 130 FEET AND THE WEST 100 FEET, EXCEPT THE NORTH 130 FEET, OF THE FOLLOWING DESCRIBED TRACT:		
<i>THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR 51ST AVENUE SOUTH IN DEED RECORDED UNDER RECORDING NO. 2110063.</i>		
<i>TOGETHER WITH THE NORTH 100 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR 51ST AVENUE SOUTH IN DEED RECORDED UNDER RECORDING NO 2110063.</i>		
<i>ALL SITUATE IN KING COUNTY, WA.</i>		
Reference No. P2018-055 GWM		Exhibit A

