

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS  
TACOMA RAIL MOUNTAIN DIVISION  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
AGREEMENT NO. 3214**

**Reference No.: P2019-053**

**Seller: City of Tacoma, Department of Public Works, Tacoma Rail Mountain Division**

**Buyer: WRL, LLC**

**Abbreviated Legal Description: Portion of the, NE & NW S1, T16N, R1E, NE & NW S6, T16N, R2E, NW S28, NE & SE & SW S29, NW & SW S32, SE & SW S31, T17N, R2E, W.M. WA**

**County: Thurston & Pierce**

**Tax Parcel No.: Portion of Thurston County Assessor TPN 21601220100, 22606210100, 22732320100, and 22729340600 and Pierce County Assessor TPN 0217282001 (and adjoining unparcelized railroad ROW)**

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of June 4, 2019 between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC WORKS, TACOMA RAIL MOUNTAIN DIVISION**, a first class municipal corporation ("Seller") and **WRL, LLC, a Washington limited liability company**, ("Buyer").

**RECITALS**

WHEREAS, Seller is the owner of certain real property, as more particularly described in Section 1.1.1 below.

WHEREAS, Seller is the owner of certain personal property, as more particularly described in Section 1.1.3 below, on the real property.

WHEREAS, Seller desires to sell, convey, assign transfer and deliver to Buyer and Buyer desires to purchase, assume and accept from Seller, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title, obligations and interest in and to the personal property and real property, as more particularly described in Sections 1.1.1 and 1.1.2 below.

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**

1.1 Property to be Sold. Seller agrees to sell, convey, assign transfer and deliver to Buyer and Buyer agrees to purchase, assume and accept from Seller, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title, obligations and interest in and to the following assets and real property (the "Purchased Assets"),

1.1.1 Real Property. The real property ("Real Property") located in the counties of Thurston and Pierce in the state of Washington, more particularly described as follows:

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

Also known as a portion of Thurston County Assessor TPN 21601220100, 22606210100, 22732320100, and 22729340600 and Pierce County Assessor TPN 0217282001 (and adjoining unparcelized railroad ROW).

1.1.2 Property Interests. All of Seller's tenements, hereditaments, easements and rights appurtenant to the Real Property and all leases, licenses, government approvals and permits affecting the Real Property.

1.1.3 Personal Property. All rail, ties, spikes, tie plates, rail anchors, bridges, trestles, culverts, signaling equipment, and other supporting structures, ballast, track materials and supplies (excluding any vehicles, maintenance equipment on wheels, radios, computer equipment, or office furnishings or supplies) that, on the date of the Closing are present on the Real Property ("Personal Property"); provided, however, Seller does not purport to own any interest in signaling or grade crossing equipment or property to the extent that it may be owned by a third party or any other governmental authority or municipality. Seller conveys and transfers whatever rights and obligations it may have to possess or use such signaling or grade crossing equipment. All personal property owned by Seller or any third parties located on the Real Property and not expressly conveyed herein may be removed by Seller prior to Closing. Except as may be expressly provided otherwise herein, any and all personal property of Seller remaining on the Premises as of Closing and not reserved herein or used in Seller's daily operations shall pass to Buyer. Buyer acknowledges and affirms that Buyer's assumption of the rail freight transportation services in no way entitles Buyer to any right, title, interest or use in, to and of any Tacoma Rail trademark, service mark or other intellectual property.

1.2 Common Carrier Transportation Obligation. Upon and after Closing, Buyer agrees to operate as a rail carrier within the meaning of 49 U.S. §§ 10101 et. seq. and provide common carrier transportation for compensation on reasonable request. The obligations set forth in this subsection shall survive closing.

2. Deposit. Buyer shall, no less than thirty (30) days following execution of this Agreement by both Seller and Buyer, deliver to Seller a deposit in the amount of **ONE HUNDRED THOUSAND and No/100 U.S. Dollars (\$100,000.00)** (the "Deposit"), the full purchase price of the Purchased Assets. The Deposit will be held by Seller pursuant to the terms of this Agreement. Any interest that accrues on the Deposit will be for the benefit of Seller, and if Buyer forfeits the Deposit to Seller pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller. Failure to timely deliver said deposit shall render this Agreement voidable in the sole discretion of the seller.

3. Purchase Price. The total purchase price for the Premises (the "Purchase Price") will be **ONE HUNDRED THOUSAND and No/100 U.S. Dollars (\$100,000.00)**, which shall be deposited with Seller as provided in Section 2. The Purchase Price, the Deposit amount, will be paid to Seller in cash at Closing. Seller and Buyer agree that the entire Purchase Price is allocable to Real Property and that the value of the Personal Property is de minimus.

4. Title.

4.1 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Real Property by duly executed and acknowledged quit claim deed (the "Deed") as substantially shown in **Exhibits "B-1" and "B-2"** attached hereto and by this reference incorporated herein. All right, title and interest of the Seller in and to the Personal Property shall pass to the Buyer at closing.

4.2 Preliminary Commitment and Title Policy. Buyer hereby waives receipt of a preliminary title commitment and will not seek to have issued an owner's policy of title insurance insuring Buyer's title to the Premises.

4.3 Condition of Title. Buyer hereby accepts the condition of title to be conveyed via the Deed and hereby waives the right to advise Seller by written notice what encumbrances to title, if any, are disapproved by Buyer.

5. Conditions to Closing.

- 5.1 Tacoma City Council Approval. This Agreement, and the transaction contemplated hereby, must be duly approved by the Tacoma City Council prior to Closing. If said approvals are not obtained, this Agreement will terminate, and the Deposit, less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing, will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. Nothing in this Paragraph 5.1 will obligate 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 Premises and will take title to the Premises 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 Premises is not suitable for Buyer's intended use. However, in the event Buyer does not complete the purchase, Buyer shall return the Premises as near as is practicable to its original condition.

6. Condition of the Purchased Assets.

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 Purchased Assets under this Agreement in the physical condition of the Purchased Assets 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 SUBSTANCES ON OR UNDER THE PURCHASED ASSETS, SUITABILITY FOR ANY CONSTRUCTION OR DEVELOPMENT, ZONING AND SIMILAR MATTERS. As of the date this Agreement is signed by the parties, excluding those representations and warranties expressly provided in this Agreement, Seller does not make and specifically disclaims any representations or warranties, express or implied, with respect to the Purchased Assets, including any warranty of merchantability or fitness for a particular purpose, , and any warranties or representations with respect to, the structural condition of the Purchased Assets, the area of land being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Purchased Assets, and the compliance or noncompliance of the Purchased Assets with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations.. Seller shall surrender the Purchased Assets 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 Purchased Assets 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 Purchased Assets (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 Premises, 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 Purchased Assets for Buyer's intended use.

7. Closing. This transaction will be closed outside of escrow. Closing will be held at the office of the Seller on or before forty-five (45) days following approval by the Tacoma City Council as outlined in Section 5.1 above ("Closing Date"). If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Seller will immediately terminate the sale and forward the Deposit to Buyer, less any portion of the Deposit due Seller under Section 11 of this Agreement. When notified by Seller, Buyer will deposit with Seller without delay all instruments and monies required to complete the transaction in accordance with this Agreement. "Closing," for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to Seller, and legal title passes to Buyer, or in the event the Surface Transportation Board approvals are not obtained by said date, such alternative date as may be mutually agreed upon in writing by the parties hereto shall apply.

8. Closing Costs and Proration. Seller shall pay state of Washington real estate excise taxes, if any, applicable to the sale. Seller shall pay the cost of recording the Deed. Property taxes and assessments for the current year, water and other utility charges, if any, shall be prorated as of the Closing Date unless otherwise agreed. Seller is a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore property taxes will only be due from Buyer for its ownership from and after the Closing Date.

9. Casualty Loss. Seller shall promptly notify Buyer of any event prior to the Closing Date which causes damage to or destruction of any portion of the Purchased Assets. If Buyer and Seller cannot come to an agreement regarding any such damage to or destruction of the Purchased Assets, including the settlement of any insurance claims, then Buyer and Seller will each have the right to terminate this Agreement by giving written notice of termination to the other party within twenty (20) days after receipt of actual notice of such casualty loss. Upon exercise of such termination election by either party, this Agreement will terminate, and the Deposit will be returned to Buyer.

10. Possession. Seller shall deliver possession of the Purchased Assets to Buyer upon Closing. Seller shall remove any and all personal property not conveyed to Buyer pursuant to this Agreement from the Premises on or before Closing, unless any such 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 Purchased Assets, then that portion of the Deposit which does not exceed five percent (5%) of the Purchase Price shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. In the event Seller fails, without legal excuse, to complete the sale of the Purchased Assets, Buyer shall be entitled to immediate return of its Deposit, and may pursue any remedies available to it in law or equity, including specific performance.

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

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

Buyer: WRL, LLC  
1104 Dell Ave  
Walla Walla, Washington 99362-1053  
Attn: Paul Didelius

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

13. Counterparts; Faxed Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which counterpart when so executed shall have the same force and effect as if that party had signed all other counterparts. Facsimile transmitted signatures shall be fully binding and effective for all purposes.

14. Brokers and Finders. In the event any broker or other person makes a claim for a commission or finder's fee based upon the transaction contemplated by this Agreement, the party through whom said broker or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the Closing of this transaction.

15. 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 in the performance of this Agreement.
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 Premises may constitute "Commercial Real Estate" or "Residential Real Premises" 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 Deposit, less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing, will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement.

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Premises, and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter of this Agreement.

30. Legal Relationship. The parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

31. Cooperation. Prior to and after closing the parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

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

SELLER:

BUYER:

CITY OF TACOMA

WRL LLC

DocuSigned by:  
*Elizabeth A. Pauli* /4/2019  
FE362343F2F244A...  
Elizabeth A. Pauli, Date  
City Manager

DocuSigned by:  
*Paul Didelius* 5/24/2019  
9E76712CA6CC4DA...  
Paul Didelius Date  
Managing Member

DocuSigned by:  
*Kurtis D. Kingsolver* 5/29/2019  
ABDAB6BB43F34D3...  
Kurtis D. Kingsolver, Date  
Public Works Director/City Engineer

DocuSigned by:  
*Dale King* 5/29/2019  
07AB1133CB514C0...  
Dale King, Date  
Tacoma Rail Superintendent

Approved as to form:

DocuSigned by:  
*Christopher Bacha* 5/29/2019  
CC6BA146F97E4AE...  
Christopher Bacha, Date  
Chief Deputy City Attorney

City of Tacoma Review

DocuSigned by:  
*Alan Matheson* 5/24/2019  
4A91B8989A69471...  
Alan Matheson Date  
Asst. Tacoma Rail Superintendent

DocuSigned by:  
*Kyle Keitem* 5/24/2019  
34F94B4568D343C...  
kyle Keitem, Date  
Tacoma Rail Roadmaster

DocuSigned by:  
*Gary Allen, PLS* 5/24/2019  
D5D2886B6CE6454...  
Gary Allen, P.L.S. Date  
Chief Surveyor

FINANCE:

DocuSigned by:  
*Andrew Chervillo* 5/30/2019  
30EF4DD3854C41E...  
Andrew Chervillo, Date  
Director of Finance



EXHIBIT A  
Legal Description

PARCEL A:

That portion of the Tacoma Rail Mountain Division right of way, extra width property and the improvements, track, and appurtenances located thereon, acquired from the Weyerhaeuser Company by Quit Claim Deed recorded under Thurston County Auditor's File No. 9508140208, records of Thurston County, Washington, lying between the West line of Section 1, Township 16 North, Range 1 East, W.M., in Thurston County, Washington (Railroad Engineering Station 270+78 as shown on Right of Way and Track Map Chicago, Milwaukee & St. Paul Ry. Co. drawings "Coast Division Station 1+28.7 to McKenna to Helsing Jct. Line Station 212+44.2", V.W. 11/1 & 2 dated June 20, 1918) and the centerline of the Nisqually River in the Northwest Quarter of Section 28, Township 17 North, Range 2 East, W.M., in Thurston County, Washington (approx. Railroad Engineering Station 46+60).

SUBJECT TO the rights of the public in and to all existing public roads, trails, and utilities, all outstanding assessments, leases, licenses and permits, whether recorded or unrecorded, all matters which a prudent inspection of the premises would disclose, all matters of public record.

Situated in the County of Thurston, State of Washington.

PARCEL B:

That portion of the Tacoma Rail Mountain Division right of way, extra width property and the improvements, track, and appurtenances located thereon, acquired from the Weyerhaeuser Company by Quit Claim Deed recorded under Pierce County Auditor's File No. 9508180647, records of Pierce County, Washington, lying between the centerline of the Nisqually River in the Northwest Quarter of Section 28, Township 17 North, Range 2 East, W.M., in Pierce County, Washington (approx. Railroad Engineering Station 46+60) and the North line of Section 28, Township 17 North, Range 2 East, W.M., in Pierce County, Washington (Railroad Engineering Station 35+00 as shown on Right of Way and Track Map Chicago, Milwaukee & St. Paul Ry. Co. drawings "Coast Division Station 1+28.7 to McKenna to Helsing Jct. Line Station 212+44.2", V.W. 11/1 & 2 dated June 20, 1918).

SUBJECT TO the rights of the public in and to all existing public roads, trails, and utilities, all outstanding assessments, leases, licenses and permits, whether recorded or unrecorded, all matters which a prudent inspection of the premises would disclose, all matters of public record.

Situated in the County of Pierce, State of Washington.

EXHIBIT B-1  
Quit Claim Deed – Thurston

**After Recording Mail To:**

TACOMA PUBLIC UTILITIES  
ABS 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
Attn: Real Property Services

**CITY OF TACOMA  
CITY OF TACOMA, DEPARTMENT OF PUBLIC WORKS  
TACOMA RAIL MOUNTAIN DIVISION  
QUIT CLAIM DEED NO. 6770**

Reference No. P2019-053  
Grantor: City of Tacoma, Department of Public Works, Tacoma  
Rail, Mountain Division  
Grantee: WRL, LLC  
Abbr. Legal Description: Portion of the, NE & NW S1, T16N, R1E, NE & NW S6,  
T16N, R2E, NW S28, NE & SE & SW S29, NW & SW  
S32, SE & SW S31, T17N, R2E, W.M.  
Tax Parcel Numbers: 216012-2010-0, 226062-1010-0, 227323-2010-0, and  
227293-4060-0  
County: Thurston

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC WORKS, TACOMA RAIL MOUNTAIN DIVISION, a municipal corporation, for good and valuable consideration of ONE HUNDRED THOUSAND and No/100 U.S. Dollars (\$100,000.00), hereby conveys and quit claims to WRL, LLC, a Washington limited liability company, as Grantee, all its interest in the following described real property situated in Thurston County, State of Washington:

That portion of the Tacoma Rail Mountain Division right of way, extra width property and the improvements, track, and appurtenances located thereon, acquired from the Weyerhaeuser Company by Quit Claim Deed recorded under Thurston County

Auditor's File No. 9508140208, records of Thurston County, Washington, lying between the West line of Section 1, Township 16 North, Range 1 East, W.M., in Thurston County, Washington (Railroad Engineering Station 270+78 as shown on Right of Way and Track Map Chicago, Milwaukee & St. Paul Ry. Co. drawings "Coast Division Station 1+28.7 to McKenna to Helsing Jct. Line Station 212+44.2", V.W. 11/1 & 2 dated June 20, 1918) and the centerline of the Nisqually River in the Northwest Quarter of Section 28, Township 17 North, Range 2 East, W.M., in Thurston County, Washington (approx. Railroad Engineering Station 46+60).

SUBJECT TO the rights of the public in and to all existing public roads, trails, and utilities, all outstanding assessments, leases, licenses and permits, whether recorded or unrecorded, all matters which a prudent inspection of the premises would disclose, all matters of public record.

Authorized by City Council Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TACOMA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

**Accepted by Grantee:**

By: \_\_\_\_\_  
Paul Didelius, Managing Member  
WRL, LLC

Date: \_\_\_\_\_



EXHIBIT B-2  
Quit Claim Deed – Pierce

**After Recording Mail To:**

TACOMA PUBLIC UTILITIES  
ABS 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
Attn: Real Property Services

**CITY OF TACOMA  
CITY OF TACOMA, DEPARTMENT OF PUBLIC WORKS  
TACOMA RAIL MOUNTAIN DIVISION  
QUIT CLAIM DEED NO. 6771**

Reference No. P2019-053  
Grantor: City of Tacoma, Department of Public Works, Tacoma  
Rail-Mountain Division  
Grantee: WRL, LLC  
Abbr. Legal Description: Portion of the NW S28, T17N, R2E, W.M.  
Tax Parcel Numbers: 021728-200-1 (and adjoining unparcelized railroad ROW)  
County: Pierce

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC WORKS, TACOMA RAIL MOUNTAIN DIVISION, a municipal corporation, for good and valuable consideration of ONE HUNDRED THOUSAND and No/100 U.S. Dollars (\$100,000.00), hereby conveys and quit claims to WRL, LLC, a Washington limited liability company, as Grantee, all its interest in the following described real property situated in Pierce County, State of Washington:

That portion of the Tacoma Rail Mountain Division right of way, extra width property and the improvements, track, and appurtenances located thereon, acquired from the Weyerhaeuser Company by Quit Claim Deed recorded under Pierce County Auditor's File No. 9508180647, records of Pierce County, Washington, lying between the centerline of the Nisqually River in the Northwest Quarter of Section

28, Township 17 North, Range 2 East, W.M., in Pierce County, Washington (approx. Railroad Engineering Station 46+60) and the North line of Section 28, Township 17 North, Range 2 East, W.M., in Pierce County, Washington (Railroad Engineering Station 35+00 as shown on Right of Way and Track Map Chicago, Milwaukee & St. Paul Ry. Co. drawings "Coast Division Station 1+28.7 to McKenna to Helsing Jct. Line Station 212+44.2", V.W. 11/1 & 2 dated June 20, 1918).

SUBJECT TO the rights of the public in and to all existing public roads, trails, and utilities, all outstanding assessments, leases, licenses and permits, whether recorded or unrecorded, all matters which a prudent inspection of the premises would disclose, all matters of public record.

Authorized by City Council Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF TACOMA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

**Accepted by Grantee:**

By: \_\_\_\_\_  
Paul Didelius, Managing Member  
WRL, LLC

Date: \_\_\_\_\_



