

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT
AGREEMENT NO. A3174**

Reference No.: P2017-022

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

**Buyer: Ngoun Chum
Abbreviated**

**Legal Description: Portion NW¼, S34, T20N, R03E, W.M., Pierce Co., WA
County: Pierce**

Tax Parcel No.: 9690000301

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of **April 12, 2018** between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. Tacoma Water)** a first class municipal corporation ("Seller") and **Ngoun Chum** ("Buyer").

RECITALS

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

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

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Real Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property located at **8002 Golden Given Road East** in the County of Pierce and State of Washington, more particularly described as follows:

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

Also known as Pierce County Tax Parcel Number **9690000301** (the "Property").

2. Deposit. Upon execution of the Agreement by both Seller and Buyer, Buyer shall deliver to **WFG Title Insurance Company in Tacoma, Washington** (the "Title Company"), as escrow agent for the Closing of this transaction, an earnest money deposit in the amount of **Five Thousand U.S. Dollars (\$5,000.00)** (the "Deposit") as part payment of the purchase price of the Property. The Deposit will be held by the Title Company for the benefit of the parties pursuant to the terms of this Agreement. Any interest that accrues on the Deposit will be for the benefit of Buyer; provided, however, that if Buyer forfeits the Deposit to Seller pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **Two Hundred Thousand U.S. Dollars (\$200,000.00)**, to which the Deposit shall be a fully

applicable part. The Purchase Price, including the Deposit, will be paid to Seller in cash through escrow at Closing.

4. Title to Property.

4.1 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged quit claim deed (the "Deed"), subject only to those encumbrances that Buyer approves pursuant to Section 4.3 below (the "Permitted Encumbrances").

4.2 Preliminary Commitment. Upon execution of this Agreement, Seller authorizes Buyer to order a preliminary commitment for an owner's standard coverage policy of title insurance in the full amount of the Purchase Price to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment").

4.3 Condition of Title. If Buyer receives a Preliminary Commitment pursuant to Section 4.2, 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 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 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, the Deposit 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. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.4 Title Policy. Seller, at Seller's expense, shall cause the Title Company to issue to Buyer at Closing 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.

5. Conditions to Closing.

5.1 Tacoma Public Utility Board and Tacoma City Council Approval. This Agreement, and the transaction contemplated hereby, must be duly approved by the Tacoma Public Utility Board and the Tacoma City Council prior to Closing. If said approvals are not obtained, this Agreement will terminate, and the Deposit, less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing, will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. Nothing in this Paragraph 5.1

will obligate the Seller to obtain Tacoma Public Utility Board or Tacoma City Council approval beyond the ordinary course of City procedure.

- 5.2 Feasibility Study. Buyer will have until **30 Days from mutual acceptance of this Agreement as evidenced by the last date signed by Seller** (the "Feasibility Study Period") to conduct a review of the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use (the "Feasibility Study"). The Feasibility Study may include all inspections and studies Buyer deems reasonably necessary or desirable. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, from and after the date of this Agreement 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 for Buyer's intended use. 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.
- 5.3 Non-Suitability. Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this section, the Deposit, less any costs advanced or committed for Buyer, will be returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Buyer's obligations to indemnify Seller under this section. Failure by Buyer to notify Seller in writing of any matters affecting the suitability of the Property, whether or not an inspection has been carried out, shall deem Buyer to have waived this contingency.
- 5.4 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 and the right of entry granted in connection with its Feasibility Study, except for claims caused by Seller's sole negligence.

6. Condition of the Property.

- 6.1 "As Is" Buyer acknowledges that Buyer is purchasing and shall acquire the Property under this Agreement in its physical condition existing at the date of Closing, "AS-IS, "WHERE IS" AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OR STABILITY OF THE SOILS OR GROUND WATERS, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY,

SUITABILITY FOR ANY CONSTRUCTION OR DEVELOPMENT, ZONING AND SIMILAR MATTERS, SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS, AND EVALUATION OF THE PROPERTY. As of the date this Agreement is signed by both parties, Seller has made no representations or warranties, express or implied, regarding the Property, excluding those representations and warranties expressly provided in this Agreement. Seller shall surrender the Property in as good condition, except for normal wear and tear, as exists on the date of this Agreement. Seller agrees that it will not damage nor commit waste on the Property between the date of acceptance of this Agreement and the Closing Date.

6.2 Inspections. Buyer agrees that it will rely on its own inspections and evaluations of the Property, with the exception of written documentation, including, but not limited to any disclosures required by law, provided to it by Seller, to determine the suitability of the Property for Buyer's intended use.

7. Closing. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The Closing will be held at the office of the Title Company on or before that date which is sixty (60) days after the end of the Feasibility Study Period, but in no event later than **July 20, 2017** (the "Closing Date"). However, if needed in order to obtain Tacoma Public Utility Board or Tacoma City Council approval, Closing may be extended up to an additional 30 days beyond the Closing Date. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them. When notified by Escrow Agent, Buyer and Seller will deposit with Escrow Agent without delay all instruments and moneys required to complete the transaction in accordance with this Agreement. "Closing," for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to the Seller, and legal title passes to the Buyer.

8. Closing Costs and Prorations. Seller shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price, state of Washington real estate excise taxes applicable to the sale, and one-half of the Escrow Agent's escrow fee. 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, any financing costs, the cost of recording the deed and any financing documentation, and one-half of 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. Seller is a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore property taxes will only be due from Buyer for its ownership from and after the Closing Date.

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

10. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date. Seller shall remove any and all personal property from the Property on or before the Closing Date, unless specifically authorized in writing by Buyer.

11. Events of Default. In the event Buyer fails, without legal excuse to complete the purchase of the Property, then that portion of the Deposit which does not exceed five percent

(5%) of the Purchase Price shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer shall be entitled to immediate return of its Deposit, and may pursue any remedies available to it in law or equity, including specific performance.

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

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

Buyer: Ngoun Chum
619 S Wright Avenue Apt 3
Tacoma, WA 98418
jkchum@hotmail.com
Facsimile No.: N/A

With a copy to: Better Properties Commencement Bay LLC
1821 Dock St Ste 102
Tacoma, WA 98402
Facsimile No.: (253) 220-2087

With a copy to: Chris Seim / eXp Realty
2219 Rimland Drive Ste 301
Bellingham, WA 98226
chris@resouthsound.com
Facsimile No.: N/A

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. Seller's broker is **Christopher John of Better Properties Commencement Bay LLC**. Buyer's broker is **Christopher Seim of eXp Realty**. 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 the time of Closing, will be deemed to be material, and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of 6 (six) months whereupon they shall terminate. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

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

19. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy proceeding.

20. Time of the Essence. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

21. FIRPTA. The Escrow Agent is instructed to 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, Escrow Agent is instructed to 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 the Agreement.

24. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.

25. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

26. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto,

the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to give effect to the Agreement contemplated herein.

27. Survival. Any terms, conditions, or provisions of this Agreement which by their nature should survive shall survive the Closing of the sale.

28. Waiver of RCW 64.06 Disclosure. Buyer and Seller acknowledge that the Property may constitute "Commercial Real Estate" or "Residential Real Property" as defined in RCW 64.06.005. Buyer waives receipt of the seller disclosure statement required under RCW 64.06 for transactions involving the sale of such real property, except for the section entitled "Environmental." The Environmental section of the seller disclosure statement is attached to this Agreement as **Exhibit "B"** (the "Disclosure Statement").

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

SELLER

BUYER

Linda McCrea
Linda McCrea Date
Interim Director of Utilities / CEO

MA 4-25-18
Date

Scott Dewhirst
Scott Dewhirst Date
Water Superintendent

Approved as to form:

W. L. Stone 5/1/18
Office of City Attorney Date

City of Tacoma Review

TACOMA WATER

Greg Volkhardt 5/2/18
Greg Volkhardt Date
Environmental Programs Manager

Jodi Collins 7/30/18
Jodi Collins Date
Financial Manager

John Haase April 26th, 2018
John Haase. Date
Surveyor

FINANCE:

Andrew Cherullo 5-9-2018
Andrew Cherullo Date
Director of Finance
DT 10

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 9, WILSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34,
TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M., AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 83,
RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT THE EAST 262 FEET THEREOF;

ALSO EXCEPT THE NORTH 30 FEET FOR 80TH STREET;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

CM 4-25-18

Exhibit B

REAL PROPERTY DISCLOSURE STATEMENT

(ENVIRONMENTAL ONLY)

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 3012 St. Emmer Boulevard, St. Louis, MO 63114 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT B-1.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR WARRANTIES.

Seller is/ is not occupying the property.

I. SELLER'S DISCLOSURES:

"If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

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

See Exhibit B-2 for Additional info

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE: 3/23/2017 SELLER

Gregory C. Volkmann

DATE: _____ SELLER

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

BUYER'S ACKNOWLEDGMENT

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

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

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

Date:

4-25-18

BUYER

[Signature]

Date:

BUYER

Exhibit B-1

FPU Division: Tacoma Water

Property: "SETM - 80th"

CN 4-25-18

Location: 8002 Golden Given Road East

Jurisdiction: Pierce County

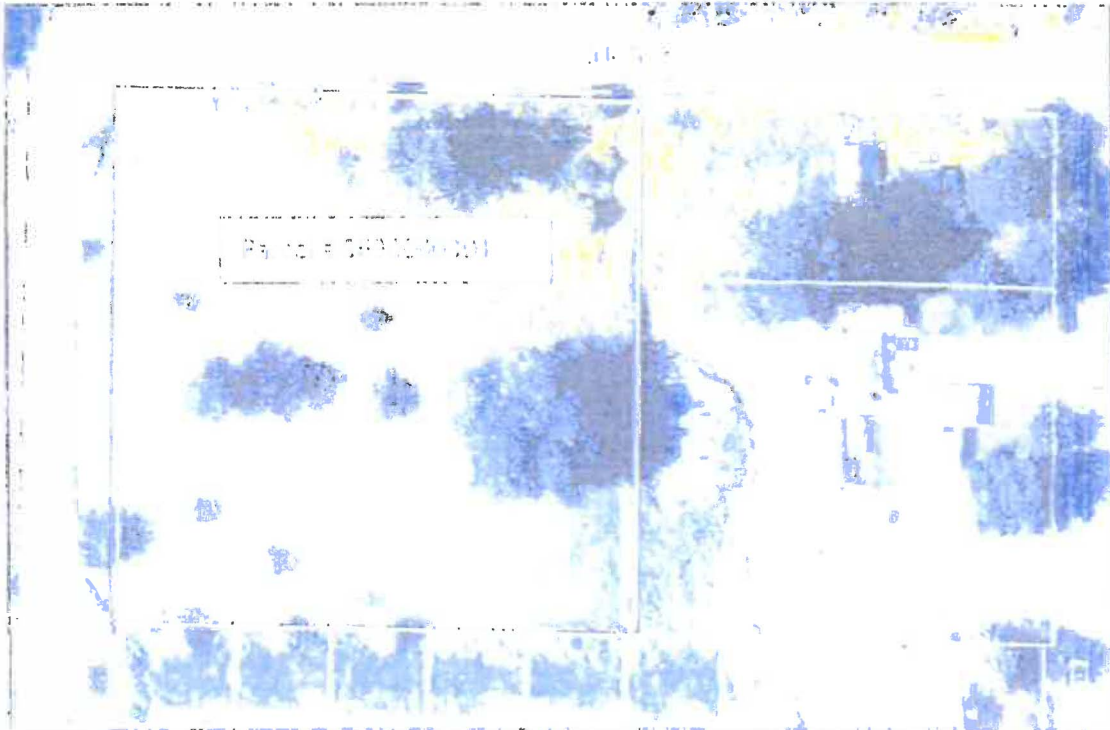
Tract 9, Wilson's Subdivision, of the west half of the northwest quarter of Section 34, Township 20 North, Range 3 East, W.M., as per map thereof recorded in Book 5 of Plats at Page 83, records of Pierce County Auditor;

EXCEPT the east 262 feet thereof;

ALSO EXCEPT the north 30 feet for 80th Street;

SUBJECT TO easement recorded in Volume 523 of Deeds, Page 387, and encroachment of post and barbed wire fence into railroad right-of-way;

Situate in the County of Pierce, State of Washington.



CN 4-25-18

Exhibit B-2 – Additional Information

- I.D. I am not aware that any materials currently exist on the property. Notes from 2001, when Tacoma Water was acquiring this property from Southeast Tacoma Mutual Water Company (SETM), indicate a small shed, 2 empty rusty 55 gallon drums, and 2 old pesticide sprayers were located on the southeast corner of the property in 2000, prior to acquisition by Tacoma Water. I have not found any records of soil tests done in connection with these findings.
- I.F. The presence of the 55 gallon drums and sprayers in 2001 indicates the southeast corner of the property may have been used as a dumping ground in the past. My understanding is that these items were placed on the property prior to acquisition by SETM in the 1990s.
- I.I. The site is currently owned by Tacoma Water and was previously owned by SETM, who acquired the property in the 1990s for a water well site that was never developed. I am not aware of any commercial or industrial use of these properties by the water utilities.

**FEASIBILITY CONTINGENCY NOTICE
(NOTICE OF DISAPPROVAL/APPROVAL)**

The following is part of the Purchase and Sale Agreement dated April 12, 2018 1
between Ngoun Chum ("Buyer") 2
Buyer Buyer
and City Of Tacoma, Dept Of Public Utilitie ("Seller") 3
Seller Seller
concerning Located near 8002 Golden Given Rd E Tacoma WA (the "Property") 4
Address City State Zip

Notice of Termination (Feasibility Contingency Disapproval). Buyer disapproves the results of a feasibility 5
study of the Property, elects to terminate the Agreement, and demands the return of the Earnest Money 6

Buyer Date Buyer Date 7

Notice of Satisfaction (Feasibility Contingency Approval). Buyer approves the results of a feasibility study of 8
the Property and elects to proceed with the transaction on the terms in the Agreement. 9

 4-25-18 _____ 10
Buyer Date Buyer Date

SURPLUS PROPERTY PROFILE

TPU Division: Tacoma Water

Property: "SETM – 80th"

Location: 8002 Golden Given Road East

Jurisdiction: Pierce County

Tax Parcel No(s): 9690000301

Parcel Size: 2.16± acres / 94,020± SF

Zoning: SF, Single Family, Parkland-Spanaway-Midland Communities Plan

Appraised Value: \$260,000 (\$2.75± per SF) as of October 29, 2014 based upon a highest and best use for residential development.

Ownership History:

Acquisition: In April 2002 the City of Tacoma came into title of the property via Quit Claim Deed as part of the acquisition of the South East Tacoma Mutual Water Company ("SET Mutual") pursuant to Public Utility Board Resolution No. U-9601 and Council Resolution No. 35024. Declared surplus via TPU Res. No. U-9750, Council Res. No. 35679 and Director's Memo dated 09.30.2002. Solicited Request for Bids on April 19, 2016 under PW15-0666F @ \$260,000. No bids received.

Legal Encumbrances: Title Report dated June 2000. Declared environmentally clean by Russ Post email dated 07.15.05.

Restrictions on Disposition: None known.

Restrictions on Use of Surplus Proceeds: None known.

Legal Description (Subject to revision at time of closing):

Tract 9, Wilson's Subdivision, of the west half of the northwest quarter of Section 34, Township 20 North, Range 3 East, W.M., as per map thereof recorded in Book 5 of Plats at Page 83, records of Pierce County Auditor;

EXCEPT the east 262 feet thereof;

ALSO EXCEPT the north 30 feet for 80th Street;

Situate in the County of Pierce, State of Washington.



Listing # 1069613 80th St E , Tacoma 98404 STAT: Active LP: \$200,000
 County: Pierce LT: BLK: CMTY: Midland



PRJ:
 Type: Vacant Land CDOM: 438
 AR: 64 TAX: 9690000301 OLP: \$260,000
 MAP: 834 GRD: A-1 Internet: Yes
 DD: WA-512 E. Take the Portland FIN:
 Ave/Exist 512 exist toward Midland. Turn LD: 01/27/2017
 left onto Portland Ave E. Turn left onto 85th XD:
 St E. Turn right onto Golden Given Rd E. OMD:
 Turn left onto 80th St E.

LAG: Christopher John (86957) PH: (253) 508-3806
 FAX: (253) 220-2087 PH Type: Cellular
 LO: Better Properties Downtown (2956) PH: (253) 205-4584
 SOC: 3% Cmnts:

ZJD: County SKS: No
 ZNR: SF QTR/SEC:
 GZC: Residential

CLA: PH:
 CLO: PTO: Yes F17: Not Provided
 OTVP: OWN: City of Tacoma-TPU
 OPH: (253) 591-5249 OAD: Tacoma, WA
 POS: Closing
 TX\$: \$76 TXY: 2017 SNR: No ATF:
 TRM: Cash Out, Conventional
 TER: STY: 41 - Res-Over 1 Acre
 WRJ: Tacoma
 Right of First Refusal:

ACR: 2.158 LSF: 94,021 LSZ:
 DOC:
 WFT:
 VEW:
 HOA:
 RD: RDI: County Maintained, Paved
 IMP:
 FTR:
 TPO: Level
 Community Features:

WFG:
 LDE: Dead End Street, Paved Street

WTR: Available SFA:
 GAS: Available STD:
 ELE: Available SDA:
 SWR: Available SDI: SDD: SDX:

SD: Franklin Pierce EL: Buyer To Verify JH: Buyer To Verify SH: Buyer To Verify
 3rd Party Aprvl Req: None Bank/REO Owned Y/N: No

Agent Only Remarks: City of Tacoma-TPU purchase and sale agreement only. See Additional Broker Remarks in supplements. Preliminary title with WFG. Please use WFG, Tiffney Olsen for title and escrow.

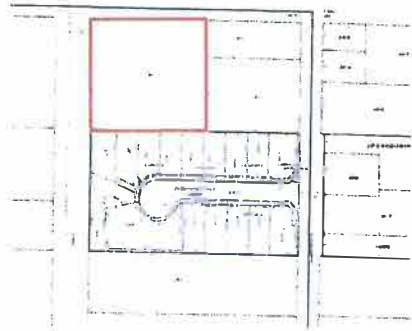
Marketing Remarks: Level lot in residential neighborhood. Great opportunity for large lot development or short plat. Electricity, sewer and water in street.

Realist Tax

Tax ID: 969000-030-1 Tax Year: 2017 Ann Tax: \$76
 Address: 80th St E Tacoma, 98404 Townshp: Pierce County
 County: Pierce FipsStCd: 53053
 Sub-d:
 Owner: City Of Tacoma Tpu
 Assess Imp: Assess Ttl: \$17,800 Assess Year: 2017 Land As: \$17,800
 Lot Depth: Lot Front: Lot SF: 94,021
 Water: Type Unknown Sewer: None

Listing #: 1069613

80th St E , Tacoma 98404



Property History Report

Tax ID: 9690000301
80th St E , Tacoma 98404
Listing #: 1069613
Listing Agent: Christopher John
CDOM: 438

Listing Office: Better Properties Downtown
Listing Price: \$200,000

Date	Time	New Value	Old Value	Change Type	Changed By
04/06/2018	2:15 pm	\$200,000	\$260,000	PRICE	Christopher John
01/27/2017	12:06 pm	A		STATUS	Christopher John
01/27/2017	12:06 pm	\$260,000		PRICE	Christopher John



RESOLUTION NO. U-9750

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WHEREAS the Director of Utilities has certified a certain parcel of vacant land surplus to the needs of the Department of Public Utilities, Water Division (dba Tacoma Water), and

WHEREAS, the subject parcel is about 2.15 acres of vacant land located at 80th Street East and 9th Avenue, on the South Side of 80th Street East and West of Golden Given Road East, in Tacoma, and

WHEREAS, Tacoma Water has examined this land and advised that it is surplus to continued effective utility service; Now therefore

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

The Director's certification that certain 2.18 acres of vacant land, located at 80th Street East and 9th Avenue, on the South Side of 80th Street East and West of Golden Given Road East, in Tacoma, is surplus to the needs of Tacoma Water is approved, and the City Council is requested to pass a resolution declaring said parcel surplus to the needs of the City.

Approved as to form and legality: Robert C. Lane
Chairman

Mark Bubenik William J. Barker
Chief Assistant City Attorney Secretary

Elizabeth Larson Adopted October 9, 2002
Clerk



RESOLUTION NO. 35679

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WHEREAS the Director of Utilities has certified a certain parcel of vacant land surplus to the needs of the Department of Public Utilities, Water Division (d.b.a. Tacoma Water), and

WHEREAS the subject parcel is approximately 2.15 acres of vacant land located at 80th Street East and 9th Avenue on the south side of 80th Street East and west of Golden Given Road East, in Tacoma, and

WHEREAS Tacoma Water has examined this land and advised that it is surplus to continued effective utility service; Now, Therefore,

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

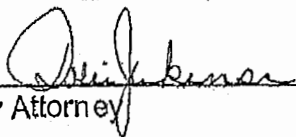
That certain vacant land located at 80th Street East and 9th Avenue on the south side of 80th Street East and west of Golden Given Road East, in Tacoma, is not necessary for providing continued effective utility service and is hereby declared surplus to the needs of the City.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form and legality:


City Attorney

180

October 9, 2002

REQUEST FOR RESOLUTIONDate September 30, 2002

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Approve the certification of surplus vacant land located at 80th Street E and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma WA.

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

Tacoma Water requests approval of the Director's certification of surplus for the property located at 80th Street E and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma, which is surplus to the needs of Tacoma Water. This approval authorizes Asset Management to proceed with advertising the sale of this property by the sealed formal bid process.

3. Summarized reason for resolution:

Tacoma Water has identified a parcel of vacant land located at 80th Street E and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma, WA that is surplus to needs. The parcel consist of approximately 94,021 square feet or 2.15 acres of land, with approximately 225 feet fronting on 80th Street East and is zoned MSF (Moderate Density Single Family) by Pierce County. This site is one of nine sites transferred when Southeast Tacoma Mutual Water Company merged with Tacoma Water.

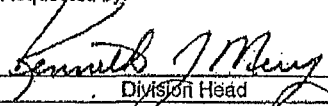

Revenues from this property sale will be directed toward the cost of capital improvements to the water system.

4. Attachments:

- a. Letter to Public Utility Board and City Council
- b. Declaration of Surplus
- c. Area Map
- d. Site Map

5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers: None

Initiated by: _____ Section Head	Requested by:  _____ Division Head	Approved:  _____ Director of Utilities
--	--	--

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

September 30, 2002

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

Resolution No. U- 9750

SUBJECT: Declaration of Surplus Property Located at 80th Street East and 9th Avenue,
on the South Side of 80th Street East and West of Golden Given Road East,
Tacoma, WA

The Water Division requests that the Public Utility Board and City Council authorize the surplus of vacant property located at 80th Street East and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma, WA.

The Water Division has identified a parcel of vacant land located at 80th Street East and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma, WA, that is surplus to its needs. The parcel consists of approximately 94,021 square feet or 2.15 acres of land, with approximately 225 feet fronting on 80th Street East and is zoned MSF (Moderate Density Single Family) by Pierce County. This site is one of nine sites transferred when Southeast Tacoma Mutual Water Company merged with the Water Division.

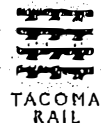
The Water Division budgeted revenues from property sales for capital improvements to the water system.

The Water Division is requesting the subject parcel be declared surplus to the needs of the Water Division with favorable consideration from the Public Utility Board and City Council.

Sincerely,



Mark Crisson
Director of Utilities





REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #:	9273
Ordinance #:	
Resolution #:	35679

1. DATE: September 30, 2002

2. REQUESTING DEPARTMENT/DIVISION/PROGRAM Dept. of Public Utilities, Water Division	3. CONTACT PERSON (for questions): Marsha Johnson	PHONE/EXTENSION 8573
--	--	-------------------------

4. PREPARATION OF RESOLUTION IS REQUESTED FOR THE CITY COUNCIL MEETING OF OCTOBER 15, 2002.

5. SUMMARY TITLE/RECOMMENDATION:

Approve the certification of surplus vacant land located at 80th Street East and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma, WA.

6. BACKGROUND INFORMATION/GENERAL DISCUSSION:

The Water Division requests approval of the Director's certification of surplus for the property located at 80th Street East and 9th Avenue, on the south side of 80th Street East and west of Golden Given Road East, Tacoma, which is surplus to the needs of the Water Division. This approval authorizes Asset Management to proceed with advertising the sale of this property by the sealed formal bid process.

The parcel consist of approximately 94,021 square feet or 2.15 acres of land, with approximately 225 feet fronting on 80th Street East and is zoned MSF (Moderate Density Single Family) by Pierce County. This site is one of nine sites transferred when Southeast Tacoma Mutual Water Company merged with the Water Division.

7. FINANCIAL IMPACT: (Future impact on the budget.)

Revenues from this property sale will be directed toward the cost of capital improvements to the water system.

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Letter to Public Utility Board and City Council	Attached
Certificate of Surplus	City Clerk's Office
Site Map	Attached
Site Map	Attached

2002 OCT 10 PM 1:12
RECEIVED
CITY CLERK'S OFFICE
183

9. FUNDING SOURCE: (Enter amount of funding from each source) N/A

If an expenditure, is it budgeted? Yes No Where? Org #
N/A

Acct #

 10 Department Director/Utility Division Approval	Approved as to Availability of Funds Director of Finance	 City Manager/Director Utilities Approval
--	---	--

Office Systems 9

MEMORANDUM



DATE: September 30, 2002

TO: Steve Marcotte, Finance Director

FROM: Mark Crisson, Director of Utilities *Mark Crisson*

SUBJECT: CERTIFICATION OF PROPERTY TO BE SOLD
PER TACOMA MUNICIPAL CODE - Sec 1.06.267
Vacant Land Located at 80th Street E and 9th Avenue, on the South Side
of 80th Street East and West of Golden Given Road East, Tacoma WA

Tacoma Water owns a parcel of land conveyed by Southeast Tacoma Mutual Water Company when Tacoma Water acquired the Southeast Tacoma Mutual water system. The site is surplus to Tacoma Water's needs, and we believe it is in the best interest of the City to sell it.

The parcel consists of approximately 94,021 square feet or 2.15 acres of land with approximately 225 feet fronting on 80th Street E and is zoned MSF (Moderate Density Single Family) Pierce County.

This site is one of nine sites transferred when Southeast Tacoma Mutual Water Company merged with Tacoma Water.

The legal description of the surplus property is as follows: Tract 9, Wilson's Subdivision of the West Half of the Northwest Quarter of Section 34, Township 20 North Range 3 East, of the W.M, according to the plat recorded in Book 5 of Plats, page 83, Pierce County Washington. Except the east 262 feet and the North 30 feet, as conveyed by instrument recorded April 26, 2002 under Auditor's File Number 200204260876, records of Pierce County, Washington.

I hereby certify that the above-referenced parcel of vacant land is surplus to Tacoma Water's needs and that disposing of the site would be in the best interests of the public and the City.

cc: Ken Merry
Jane Evancho
Marsha Johnson

City of Tacoma

Declaration of Surplus Property

Date: September 30, 2002

of the Purchasing Office

Department Tacoma Public Utilities

Division Water

Contact Name Marsha Johnson, Real Estate Officer

Phone (253) 502-8573

Description of Surplus

* Property

* Real Property

* General Office

* Vehicle

* Other

Describe Items or attach list: vacant land located in Pierce County know as Tax Parcel 969000-030-1

Address/Location of items: 80th Street E. and 9th Avenue, on the South Side of 80th Street E and west of Golden Given Road East, Tacoma, WA

Estimated Value: \$60,000.00

Accounting (for Proceeds deposit):

I hereby declare the asset listed as surplus to the needs of the Department.

Ken Merry, Tacoma Water Superintendent

I hereby declare the asset listed as surplus to the needs of the City of Tacoma according to Section 1.06.267 - 1.06.272 of the Administrative Code.

Mark Crisson, Utilities Director / 10.1.02 Date

Purchasing Manager / Date

ACTION TO BE TAKEN

Internal Use Only - Purchasing Department

- * Formal Bid (Over \$10,000)
* Auction
* Informal Bid
* Other

Reso./Ord #

Date of Sale
To
Address
City/State/Zip

Sale Price
Less Commission
Net Proceeds

Award Routing: * Originating Dept. * Purchasing Dept. * Auctioneer or Buyer * City Treasurer

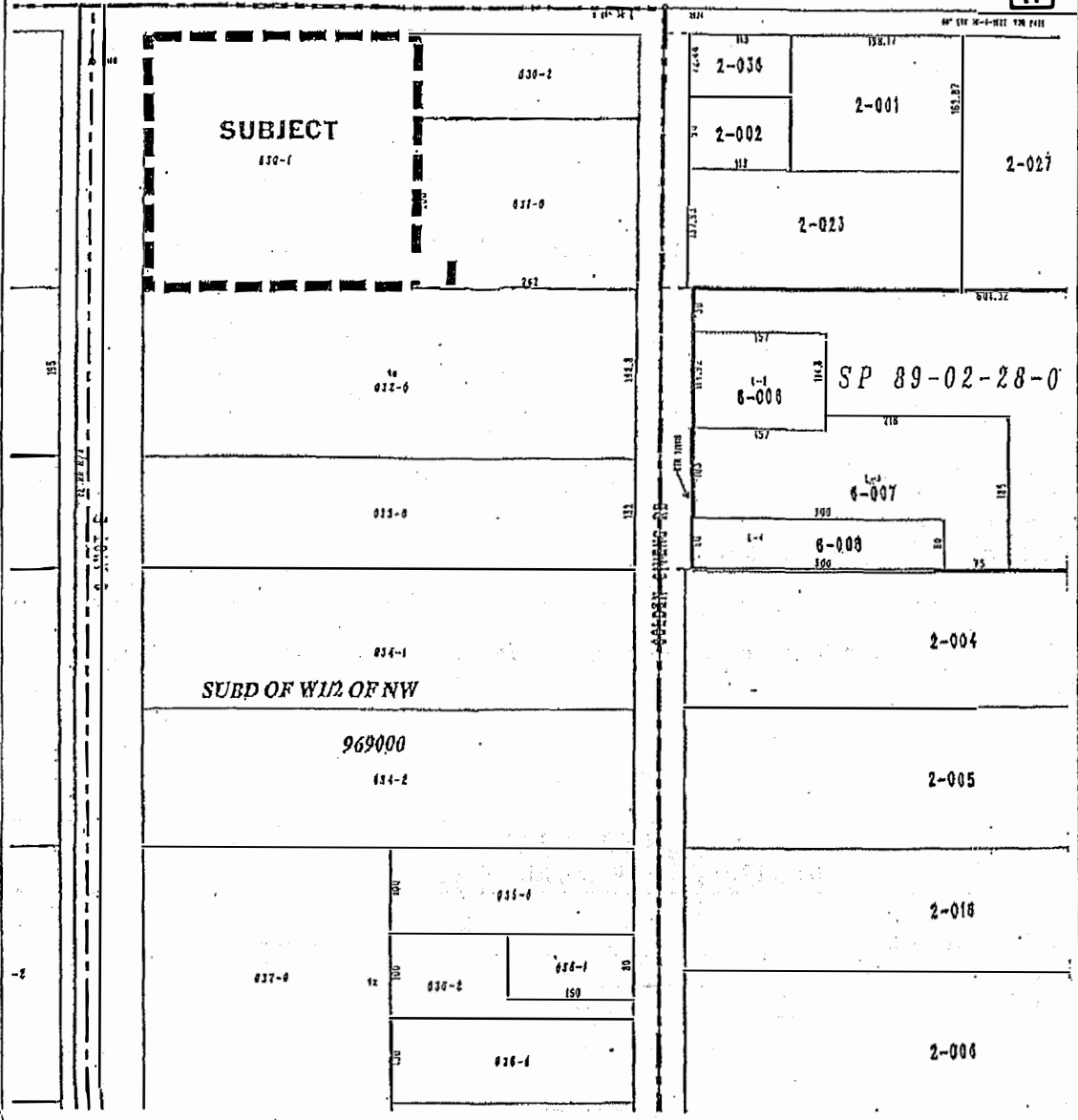
City of Tacoma - Department of Public Utilities - Tacoma Water

Date 9/30/2002
 Marsha Johnson
 Real Estate Officer

80th Street E & 9th Avenue (Site 10)
 NW1/4 of the NW¼ SECTION 34, T20N R3E
 W.M.

Project No.
 P2002-XXXX

80th Street East



REAL ESTATE MANAGEMENT ILLUSTRATION

This illustration is not to scale. It is provided as a convenience to assist in identifying significant characteristics of the installation. No liability is assumed by reason of reliance hereon.

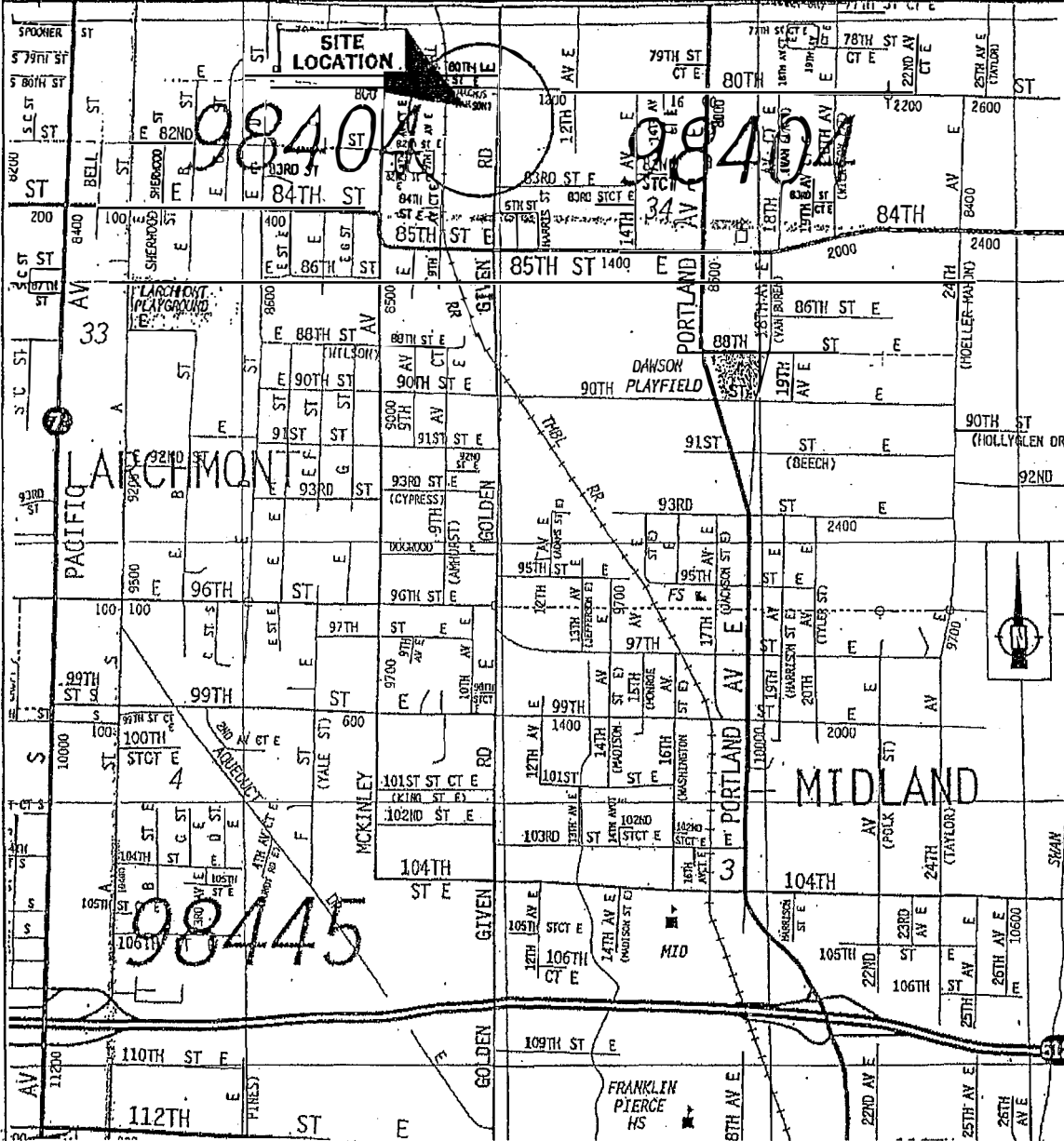
Site Map

City of Tacoma - Department of Public Utilities - Tacoma Water

Date 9/30/2002
 Marsha Johnson
 Real Estate Officer

80th Street E & 9th Avenue (Site 10)
 NW1/4 of the NW¼ SECTION 34, T20N R3E
 W.M.

Project No.
 P2002-xxx



REAL ESTATE MANAGEMENT ILLUSTRATION

This illustration is not to scale. It is provided as a convenience to assist in identifying significant characteristics of the installation. No liability is assumed by reason of reliance hereon.

Area Map

200204260876 3 pg
4-26-2002 01:24pm \$11.00
PIERCE COUNTY, WASHINGTON

WHEN RECORDED RETURN TO:

Tacoma Public Utilities
Asset Management
P O Box 11007
Tacoma, WA 98411-0007

QUIT CLAIM DEED

P2001-110 / DL6612

THE GRANTOR, SOUTH EAST TACOMA MUTUAL WATER COMPANY, a mutual corporation, as a gift, conveys and quit claims to CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION dba TACOMA WATER, the following described real estate, situated in the County of Pierce, State of Washington, together with all after acquired title of the grantor therein:

Tract 9, Wilson's Subdivision, of the west half of the northwest quarter of Section 34, Township 20 North, Range 3 East, W.M., as per map thereof recorded in Book 5 of Plats at page 83, records of Pierce County Auditor;

EXCEPT the east 262 feet thereof;

ALSO EXCEPT the north 30 feet for 80th Street;

SUBJECT TO easement recorded in Volume 532 of Deeds, page 387, and encroachment of post and barbed wire fence into railroad right of way.

Assessor's Parcel No. 9690000301

DATED: 4-2-, 2001.

SOUTH EAST TACOMA MUTUAL
WATER COMPANY

By *Donald J. McCarty*
DONALD J. McCARTY, President

By *Julie Baier*
JULIE BAIER, Secretary

STATE OF WASHINGTON)
) ss.
County of PIERCE)

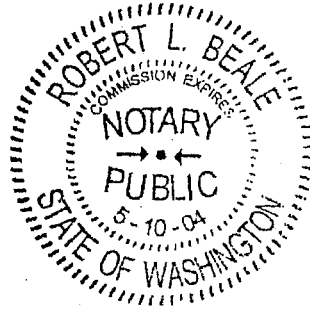
I certify that I know or have satisfactory evidence that DONALD J. McCARTY and JULIE BAIER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as

QUIT CLAIM DEED - 1

ETN: 1091036 4-26-2002
Excise Tax Collected: \$0.00
Affidavit Processing Fee: \$2.00
Cathy Pearsall-Stipek CFO Pierce County Auditor
BY: LISA DRURY

the President and Secretary of SOUTH EAST TACOMA MUTUAL WATER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 4-2-, 2001.



s\20816\docs\qcd9

A handwritten signature in black ink, appearing to read "Robert L. Beale".

NOTARY PUBLIC in and for the
State of Washington
Print Name: Robert L. Beale
My appointment expires: 5/10/04

P2001-110mfj/D-6612

ACCEPTED AND APPROVED:

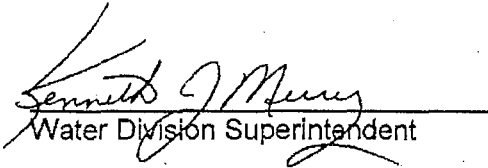
CITY OF TACOMA

TACOMA PUBLIC UTILITIES, WATER DIVISION

Approved:



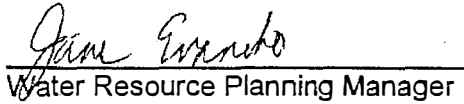
Director of Utilities



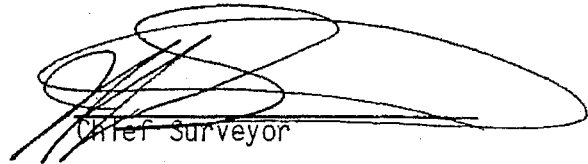
Water Division Superintendent

Reviewed:

Reviewed:



Water Resource Planning Manager



Chief Surveyor

Approved as to Form:



Assistant City Attorney

Dated 4.22.02