

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
WATER DIVISION  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
AGREEMENT NO. A3340**

**Reference No.: P2024-129**

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

**Buyer: Tacoma Sportsmen's Club Conservation Land Foundation, a Washington Nonprofit Corporation**

**Legal Description: PTN of Lot 3 & NE of SW & NW of SE 30-19-04E, Pierce County, WA**

**Tax Parcel No.: Pierce County Assessor TPN 041930-3-000 and 041930-4-000**

This REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of September 27, 2024 (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 **Tacoma Sportsmen's Club Conservation Land Foundation**, a Washington nonprofit corporation ("Buyer").

**RECITALS**

WHEREAS, Seller is the owner of certain property identified herein as the Property as more particularly described in Section 1 below.

WHEREAS, Tacoma Sportsmen's Club Inc., a Washington non-profit corporation, including its agents, members, associates and invitees, ("TSC"), has been using a portion of the Property for, among other uses, shooting ranges and related outdoor activities, pursuant to arrangements between TSC and the Seller including, by way of example only, leases, licenses and/or permits dating back to before 1946, the most recent such arrangement being City of Tacoma Department of Public Utilities Permit No. 2627 (such arrangements collectively referred to as the "TSC Authorizations").

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property, conditioned upon TSC accepting liability for their past use by TSC executing an indemnification agreement with the Seller, and on the terms and conditions set forth herein.

WHEREAS, the parties hereto mutually desire to enter into this Agreement defining their rights, duties and liabilities relating to the Property.

**AGREEMENT**

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:

1. 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 property more particularly described as follows (the "Property"):

a. That certain real property consisting of 113 acres, more or less, located in Pierce County, Washington and more particularly described as:

Parcel I:

Government Lot 3 (also known as the Northwest quarter of the Southwest quarter) and the Northeast quarter of the Southwest quarter in Section 30, Township 19 North, Range 4 East, W.M., in Pierce County, Washington;

EXCEPT that portion lying within Frederick Meyer D.L.C.;

ALSO EXCEPT that portion conveyed to Pierce County in instrument recorded under Auditor's File No. 8604150281, records of Pierce County, Washington;

ALSO EXCEPT that portion conveyed to Pierce County in instrument recorded under Auditor's File No. 200501070036, records of Pierce County, Washington.

Parcel II:

The Northwest quarter of the Southeast quarter of Section 30, Township 19 North, Range 4 East, W.M., in Pierce County, Washington.

b. All rights, privileges and easements appurtenant to the Property, including without limitation: all minerals, oil, gas and other hydrocarbon substances on or under the Property; all development rights, air rights, and water rights relating to the Property; any and all easements, rights-of-way, rights of ingress or egress or other interest in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; and all other appurtenances used in connection with the beneficial use and enjoyment of the Property;

c. All buildings upon and other improvements appurtenant to the Property.

2. Deposit. Intentionally Deleted.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be three million four hundred ninety thousand and No/100 U.S. Dollars (\$3,490,000.00), 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 "I" 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").

4.2 Preliminary Commitment and Title Policy. Upon the Agreement Date, Seller authorizes Buyer to order a preliminary commitment, at Buyer's option and expense, for an owner's standard coverage policy of title insurance in the full amount of the Purchase Price, to be issued by Aegis Land Title Group in Pierce County, Washington (the "Title Company"), and accompanied by copies of all documents referred to in the commitment. The commitment or one or more updates thereto (collectively, the "Preliminary Commitment") shall also commit the Title Company to issue such policy endorsements as reasonably required by Buyer, at Buyer's sole expense. If Buyer will require an extended coverage policy, Buyer shall promptly arrange for a survey of the Property, at its sole expense, to be performed and delivered to the Title Company for inclusion in an update to the Commitment (the "Survey").

4.3 Condition of Title. 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 either receipt of the Preliminary Commitment or, if completed, the Survey,

whichever is later (the "Buyer's Disapproved Encumbrances Notice"). All monetary encumbrances other than non-delinquent ad valorem property taxes will be deemed to be disapproved. For these purposes, monetary encumbrances include, without limitation: (i) liens and security interests securing loans obtained by Seller; (ii) any other monetary liens or security interests; and (iii) all taxes and assessments due and payable for or applicable to any period prior to the Closing. Seller will have ten (10) business days after receipt of Buyer's notice to give Buyer notice that either: (i) Seller will remove Disapproved Encumbrances, or (ii) Seller elects not to remove Disapproved Encumbrances (the "Seller Response to Disapproved Encumbrances"). If Seller fails to give Buyer notice before the expiration of the ten (10) business 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 after receipt of Seller Response to Disapproved Encumbrances to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those encumbrances (in which event they shall become Permitted Encumbrances), or to terminate this Agreement. If Buyer fails to give Seller notice before the expiration of the fifteen (15) business day period, Buyer will be deemed to have elected 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 pursuant to this Section, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.4 Intervening Exceptions. Seller shall immediately notify Buyer upon Seller becoming aware of any liens, leases, encumbrances, easements, restrictions, conditions, covenants, rights-of-way and other matters affecting title to the Property that are created and which may appear of record or be revealed by survey or otherwise after the date of the Preliminary Commitment but before the Closing (collectively, "Intervening Exceptions"). Intervening Exceptions shall be subject to Buyer's approval and Buyer shall have ten (10) business days after notice in writing of any Intervening Exception, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Exception, if any, to either accept it (whereupon the Intervening Exception shall become a Permitted Encumbrance) or submit written objection. If Seller elects not to remove any Intervening Exception, Seller will have ten (10) business days to send Buyer notice of said election. Buyer will then have fifteen (15) business days after receipt of Seller's notice to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those Intervening Exceptions (in which event they shall become "Permitted Encumbrances"), or to terminate this Agreement. If Buyer fails to give Seller notice before the expiration of the fifteen (15) business day period, Buyer will be deemed to have elected 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 pursuant to this Section, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.5 Title Policy. At Closing, Seller at Seller's expense 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"). Buyer shall pay the additional premium charged by the Title Company for extended coverage and the endorsements requested by Buyer and the cost of the Survey. The Title Policy must be dated as of the Closing Date.

5. Buyer Feasibility Study.

5.1 Within ten (10) business days from the Agreement Date, Seller shall, at its sole expense, deliver to Buyer all the following documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property:

- (a) property management, maintenance or service agreements
- (b) any other agreements with professionals or consultants
- (c) all environmental studies, reports, analyses or findings including, without limitation, reports to any governmental agency or department
- (d) all records relating to Hazardous Substances (as that term is defined below)
- (e) leases, licenses or other agreements relating to occupancy and records of amounts received thereunder
- (f) unrecorded surveys
- (g) leases of personal property
- (h) plans, specifications, permits, applications and drawings
- (i) maintenance records.

The above disclosure requirements shall only apply to documents created within the 20-year period prior to the Agreement Date, except that as to (b) and (i) the time period shall be five (5) years and as to (c) no time limit shall apply. Further, the above requirements to deliver documents shall not apply to any documents created by or for TSC. Buyer shall obtain said documents directly from TSC.

5.2 Buyer at its sole cost and expense shall have sixty (60) calendar 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 Buyer's actions causing injury or damage to property or any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry. Buyer 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 5.2, which reports shall be provided to Seller AS-IS, without representation or warranty.

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

5.4 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. Conditions to Closing. The Buyer and Seller acknowledge and agree that the obligation of the parties to proceed to Closing 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 Section 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 Funding. The purchase of the Property is contingent on receipt of grant funding and/or appropriation by Buyer of funds sufficient to purchase the Property. If said funding is not received, 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. While Buyer will use reasonable efforts to secure such funding, nothing in this Section 6.2 will obligate Buyer to secure such funding or accept the funding offered. Buyer agrees to comply with all grant fund requirements, including, but not limited to, executing, and recording after closing, a Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenant.

6.3 Monitoring Wells/Non-Fish Bearing Creek Restoration. Agreements satisfactory to Buyer and Seller shall have been entered into relating to the disposition of the monitoring wells on the Property that are the subject of City of Tacoma Department of Public Utilities Permit No. 1970 (Looker Properties, LLC) and 2444 (Olin Corporation and Mallinckrodt US Holdings LLC). Further, Agreements satisfactory to Buyer and Seller shall have been entered into relating to the disposition of the third-party non-fish bearing creek disturbance on the Property.

6.4 TSC Indemnification. TSC shall have executed and delivered to the Escrow Agent, for acceptance by the Seller prior to Closing, an indemnification agreement in the form attached hereto as Exhibit II (the "TSC Indemnification Agreement").

6.5 Failure to Satisfy Above Conditions. If any of the conditions specified above in this Section 6 is not satisfied on or before March 31, 2025, then either party may, by notice to the other party, terminate this Agreement (the "Section 6 Termination Notice") in which event neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement.

7. Condition of the Property.

7.1 "As Is". Subject to the express representations, warranties and covenants of Seller in this Agreement, 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.

Subject to the representations, warranties and covenants of Seller, 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 33 below and except for the

express representations, warranties and covenants made by Seller in this Agreement, neither Seller nor any other person or entity acting on behalf of Seller has made any representations, warranties or agreements (express or implied) by or on behalf of Seller as to any matters concerning the Property, including (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.

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. To the extent Seller is aware of any false or incorrect information in any Seller provided documents, Seller shall advise Buyer of any such false or incorrect information.

7.2 Release. Subject to Seller's representations, warranties and covenants expressly provided in this Agreement, 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. Subject to Seller's representations, warranties and covenants expressly provided in this Agreement 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 therefore.

7.3 Inspections. Subject to Seller's representations, warranties and covenants expressly provided in this Agreement, 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 and Possession. 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 thirty (30) business days following the date on which all conditions set forth under Section 6 Conditions to Closing herein have been satisfied (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. Seller shall deliver possession of the Property to Buyer upon Closing.

9. Closing Costs and Proration. Seller 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, the cost of recording the deed and one-half

of the Escrow Agent's escrow fee. Seller shall pay state of Washington real estate excise taxes applicable to the sale, if any, and one-half 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.

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 (the "Casualty Loss Notice"). 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) business days after receipt of actual notice of such casualty loss (the "Casualty Loss Termination 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. Limitation on Seller Representations, Warranties, Knowledge, Obligations and Responsibility for Claims. Buyer acknowledges the Property has been utilized by TSC for, among other uses, shooting ranges and related outdoor activities, dating back to before 1946. The Parties intend that Seller shall have no liability to Buyer or TSC in relation to TSC's occupation, use and activities of the Property notwithstanding TSC Authorizations. Therefore, notwithstanding any provision of this Agreement to the contrary:

11.1

(a) Buyer shall have no recourse against Seller for breach or default as to any representation, warranty or covenant in this Agreement if the misrepresentation, breach of warranty or default arises as a consequence of or is attributable to any act or omission by TSC or any affiliate, agent, employee, licensee, or invitee of TSC relating to or arising out of TSC's or any TSC affiliate's, agent's, employee's, licensee's, or invitee's use of the Property whether pursuant to the TSC Authorizations or otherwise;

(b) Buyer acknowledges that Seller shall not be deemed to have any knowledge of or any liability for TSC's, or TSC affiliate, agent, employee, licensee, or invitee, acts or omissions, past or future, relating to the TSC Authorizations or TSC's, or its affiliate, agent, employee, licensee, or invitee's, use of the Property;

(c) Seller shall not be deemed, and Buyer hereby expressly waives, any Seller liabilities or obligations to Buyer or indemnification obligations with respect to claims, liabilities or obligations arising as a consequence of the TSC Authorizations or any act by TSC or any affiliate, agent, employee, licensee, or invitee, of TSC relating to TSC's, or its affiliates, agent, employee, licensee, or invitee's use of the Property; or

(d) Buyer acknowledges that Seller shall not be deemed to have assumed any liability or obligation, including any obligation to indemnify Buyer arising prior to or after Closing if such liability or obligation is as a consequence of the TSC Authorizations or any act by TSC or any affiliate, agent, employee, licensee, or invitee, of TSC relating to TSC's or TSC affiliate, agent, employee, licensee, or invitee's use of the Property.

11.2 Seller shall have no responsibility, liability or obligation of any nature whatsoever to Buyer or TSC as a consequence of the actions of TSC or any affiliate, agent, employee, licensee, or invitee of TSC relating to their use of the Property.

11.3 Furthermore, if Buyer has any claim against Seller after Closing and such claim would be one

as to which Seller is entitled to indemnification by TSC pursuant to the TSC Indemnification Agreement, Buyer shall have no right to pursue such claim against Seller.

12. Mutual Representations and Warranties. Each of Seller and Buyer represents and warrants to the other that:

(a) it has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby;

(b) this Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by it and constitute its legal, valid and binding obligations enforceable against it in accordance with their terms; and

(c) its consummation of the transaction contemplated by and per the terms of this Agreement is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which it is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which it is subject.

13. Seller Representations and Warranties. Subject to Section 11 above, Seller, as of the Agreement Date and as of the Closing Date, makes the following representations, warranties and covenants:

13.1 Title. Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Encumbrances and the TSC Authorizations.

13.2 Agreements to Transfer or Encumber. Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

13.3 Compliance with Law. To the best of Seller's knowledge, the Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property. Except as otherwise disclosed by the Seller to the Buyer, Seller has no knowledge of any facts that might give rise to any violation of the foregoing matters.

13.4 Litigation. There is no pending, or to the best of Seller's knowledge threatened, judicial, municipal or administrative proceedings with respect to this transaction or in any manner affecting the Property or in which Seller is or will be a party by reason of Seller's ownership of the Property or any portion thereof.

13.5 Notices. Except as otherwise disclosed by the Seller to the Buyer, Seller has not received any notices from any insurance company, governmental agency or from any other persons or entities with respect to any violations or other matters concerning the Property.

13.6 Underground Storage Tanks. To the best of Seller's knowledge, there are no cisterns, wells, subterranean storage or underground storage tanks on the Property and no underground storage tanks have been removed from the Property.

13.7 Hazardous Substances. Except for any Hazardous Substances used, generated, manufactured, produced, stored, released, discharged by or arising from TSC's use



occupation or activities, Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of, on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Except as otherwise disclosed by the Seller to the Buyer and except for any Hazardous Substances used, generated, manufactured, produced, stored, released, discharged by or arising from TSC's use occupation or activities, Seller has no knowledge, nor has Seller observed any questionable practice or conduct (including with respect to the acts or omissions of any prior owner of the Property) indicating, that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above the Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

13.8 Condition of Property. At Closing, 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.

13.9 Provide Further Information. From the Agreement Date to the Closing Date, Seller will promptly notify Buyer of each material event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event.

14. Assumption of Liabilities. Subject to Sections 7 and 11 above, Buyer, by virtue of the purchase of the Property, will not be required to satisfy any liability or obligation of Seller arising prior to Closing. Seller, by virtue of the sale of the Property, will not be required to satisfy any liability or obligation of Buyer arising after Closing. Other than such liabilities or obligations expressly assumed in writing by Buyer or which result from any action or activities by or on behalf of Buyer after Closing and subject to Sections 7 and 11 above, Seller will pay and discharge after Closing any and all liabilities and obligations of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to Closing, and shall indemnify, defend and hold Buyer harmless therefrom. Other than such liabilities or obligations that are the responsibility of Seller as above provided, Buyer will pay and discharge after Closing any and all liabilities and obligations of each and every kind arising out of or by virtue of the possession, ownership or use of the Property after Closing, and shall indemnify, defend and hold Seller harmless therefrom. Any amount paid by a party due to the failure of the other party to promptly satisfy its obligations hereunder shall be reimbursed by the party together with interest thereon at the rate of 8% per annum from the date paid.

15. [INTENTIONALLY OMITTED]

16. 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. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently and subject to Sections 7 and 11 of this Agreement, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer shall also have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right to specific performance of this Agreement.

17. 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 – 2<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
e-mail: [gmuller@cityoftacoma.org](mailto:gmuller@cityoftacoma.org)

Buyer: Tacoma Sportsmen’s Club Conservation Land Foundation  
16409 Canyon Road E  
Puyallup, WA 98375-7545  
e-mail: [paulritter@comcast.net](mailto:paulritter@comcast.net)

**Copy of Notices to Buyer to:**

Forterra NW  
5101 14th Ave. NW  
Suite 200, #307  
Seattle, WA 98107  
e-mail: [jcurrier@forterra.org](mailto:jcurrier@forterra.org) and [dangrausz@gmail.com](mailto:dangrausz@gmail.com)

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” or confirmation email from the recipient.

18. 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.

19. 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.

20. 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.

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

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.

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

33. 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 (5) business days after acceptance of this Agreement. Buyer shall within three (3) 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.

34. 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:

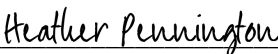
BUYER:

TACOMA WATER

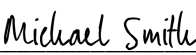
TACOMA SPORTSMEN'S CLUB  
CONSERVATION LAND FOUNDATION

DocuSigned by:  
  
09/27/2024  
Date  
Jackie Flowers,  
Director of Utilities

DocuSigned by:  
**Paul Ritter**  
09/26/2024  
Date  
Paul Ritter,  
President


Signed by:  
  
Heather Pennington,  
Interim Water Superintendent

Approved as to form:

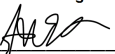
Signed by:  
  
Michael Smith,  
Deputy City Attorney

City of Tacoma Review

DocuSigned by:  
  
Jesse Angel,  
Design Support Manager

Signed by:  
  
Jodi Collins,  
Financial Manager

DocuSigned by:  
  
John Haase,  
Legal Description Review

DocuSigned by:  
  
Andrew Cherullo,  
Director of Finance

Initial DS  
IM SC

EXHIBIT I  
FORM OF DEED  
**BARGAIN AND SALE DEED**  
  
**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**BARGAIN AND SALE DEED NO. 6790**

Reference No. P2024-129  
Grantor: City of Tacoma, Department of Public Utilities, Water  
Division (d.b.a. Tacoma Water)  
Grantee: Tacoma Sportsmen's Club Conservation Land Foundation, a  
Washington Non-Profit Corporation  
Abbr. Legal Description: PTN of Lot 3 & NE of SW & NW of SE 30-19-04E, Pierce  
County, WA  
Tax Parcel No.: 041930-3-000 and 041930-4-000

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 three million four hundred ninety thousand and No/100 U.S. Dollars (\$3,490,000), bargains, sells and conveys to Tacoma Sportsmen's Club Conservation Land Foundation, a Washington Non-Profit Corporation as Grantee, all interest in the following described real property, consisting of 113 acres, more or less, situate in Pierce County, State of Washington, to-wit:

Parcel I:

Government Lot 3 (also known as the Northwest quarter of the Southwest quarter) and the Northeast quarter of the Southwest quarter in Section 30, Township 19 North, Range 4 East, W.M., in Pierce County, Washington;

EXCEPT that portion lying within Frederick Meyer D.L.C.;

ALSO EXCEPT that portion conveyed to Pierce County in instrument recorded under Auditor's File No. 8604150281, records of Pierce County, Washington;

ALSO EXCEPT that portion conveyed to Pierce County in instrument recorded under Auditor's File No. 200501070036, records of Pierce County, Washington.

Parcel II:

The Northwest quarter of the Southeast quarter of Section 30, Township 19 North, Range 4 East, W.M., in Pierce County, Washington.

Subject to the Permitted Encumbrances set forth in Exhibit A attached hereto and by this reference incorporated herein.

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





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

APPROVED:

---

Jackie Flowers,  
Director of Utilities

AUTHORIZED:

---

Heather Pennington,  
Interim Water Superintendent

REVIEWED:

---

Jesse Angel,  
Design Support Manager

---

Jodi Collins,  
Financial Manager

---

Andrew Cherullo,  
Director of Finance

---

Legal Description Review

APPROVED AS TO FORM:

---

Michael W. Smith,  
Deputy City Attorney

**EXHIBIT A  
(Permitted Encumbrances)**

**TO BE ADDED FROM TITLE REPORT**

EXHIBIT II

**INDEMNIFICATION AGREEMENT NO. 3341**

Reference No.                    P2024-129

This Indemnification Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between Tacoma Sportsmen's Club Inc., a Washington non-profit corporation, of 16409 Canyon Road East, Puyallup, WA 98375 ("Indemnitor"), and the City of Tacoma, a municipal corporation organized under the laws of Washington, (the "City") (collectively, the "Parties").

**RECITALS**

WHEREAS, City is the owner of certain property identified herein as the "Property" and legally described in **Exhibit A** attached hereto and by this reference incorporated herein

WHEREAS, Indemnitor, including its agents, members, associates and invitees, has been using a portion of the Property for, among other uses, shooting ranges and related outdoor activities, pursuant to arrangements between Indemnitor and the City, including, by way of example only, leases, licenses and/or permits dating back to 1946, the most recent such arrangement being City of Tacoma Department of Public Utilities Permit No. 2627 (such arrangements collectively referred to as the "TSC Authorizations").

WHEREAS, the Indemnitor and/or its members have incorporated a separately owned and operated entity known as the Tacoma Sportsmen's Club Conservation Land Foundation, a Washington Non-Profit Corporation, ("TSCCLF") in order to purchase the Property.

WHEREAS, City desires to sell the Property to TSCCLF with the terms and conditions set forth in that certain REAL ESTATE PURCHASE AND SALE AGREEMENT dated \_\_\_\_\_.

WHEREAS, City is only willing to agree to said sale of the Property if the Indemnitor agrees to indemnify and hold harmless the City from any claims or liabilities that may arise from the Indemnitor's use of the Property; and

**Now therefore**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. Indemnification**

Indemnitor acknowledges that adverse physical, economic or other conditions caused by the Indemnitor, its affiliates, agents, employees, invitees, and/or licensees, (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and expressly assumes responsibility, including any responsibility or liability attaching to the City, for all environmental conditions of the Property caused by the Indemnitor, its affiliates, agents, employees, invitees, and/or licensees, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property caused by the Indemnitor. Indemnitor also releases and shall indemnify, defend, and hold City and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of any condition of the Property caused by the Indemnitor, its affiliates, agents, employees, invitees, and/or licensees, including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from

any cause attributed to the Indemnitor's use of the property; provided, however, that Indemnitor shall not release or indemnify, defend, and hold City harmless for claims, demands, penalties, fees, damages, losses, expenses, and liabilities to the extent arising out of City's activities on the Property or the activities of any third party on the Property, if any. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification bind Indemnitor and Indemnitor's heirs, successors and assigns, and inure to the benefit of City and its successors and assigns.

For purposes of this Agreement, the term "Hazardous Substance" shall mean any hazardous or dangerous substance, waste or pollutant, including but not limited to petroleum products and compounds containing them, polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup, including without limitation the Washington Model Toxics Control Act ("MTCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act ("SARA"), and Community Right to Know Act, the Toxic Substances Control Act ("TSCA"), Federal Water Pollution Control Act ("CWA"), the Clean Air Act ("CAA"), the Resource Conservation and Recovery Act ("RCRA"), the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), and the Washington Oil and Hazardous Substance Spill Prevention and Response Act..

Indemnitor's release shall include both claims by Indemnitor against City and cross-claims against City by Indemnitor based upon claims made against Indemnitor by any and all third parties. The Indemnitor's obligation to indemnify and defend shall include, but not be limited to, any liability of City to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims relating to the actions of Indemnitor and Indemnitor's affiliates, agents, employees, invitees, and/or licensees. Indemnitor assumes all responsibility of City to investigate, remove and remediate any environmental conditions on the Property that is attributable to actions of indemnitor and its affiliates, agents, employees, invitees, and/or licensees, and indemnitor has no recourse against City or any of its officers, employees or agents for any claim or liability with respect to any condition of the Property caused by Indemnitor or its affiliates, agents, employees, invitees, and/or licensees.

City shall have the right to defend itself and seek from Indemnitor recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by City if Indemnitor does not accept unconditionally City's tender to Indemnitor of the duty to investigate, remove and/or remediate environmental conditions on the Property caused by Indemnitor, its affiliates, agents, employees, invitees, and/or licensees, and/or defend and indemnify City against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense for which Indemnitor is liable as above provided. This Agreement shall not apply to the extent that such damages, liabilities, settlement awards and defense costs and expenses arise out of City's or any third party's activities on the Property. This Agreement is not intended, nor shall it, release, discharge or affect any rights or causes of action that City or Indemnitor may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

**2. Severability**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**3. Binding Effect**

The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, grantees, successors and permitted assigns of the Parties.

**4. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement relating to the subject matter of this Agreement between the Parties other than the TSC Authorizations.

**5. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

**6. Notice**

Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Indemnitor:

Tacoma Sportsmen’s Club  
16409 Canyon Road East  
Puyallup, Washington 98375

If to the City:

Tacoma Public Utilities  
Real Property Services  
3628 South 35th Street  
Tacoma, Washington 98409

**7. No Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**{Remainder of Page Intentionally Left Blank}**

**IN WITNESS WHEREOF** the parties hereto have accepted and executed this Contract as of the day and year first written above.

**CITY OF TACOMA**

**Tacoma Sportsmen's Club, Inc.**

\_\_\_\_\_  
Jackie Flowers,  
Director of Utilities

\_\_\_\_\_  
Matt Gjerstad,  
President

\_\_\_\_\_  
Heather  
Pennington,  
Interim Water  
Superintendent

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Tax ID:  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy/Assistant City Attorney

**City of Tacoma - Department of Public Utilities  
Agreement No. 3341**

**PTN of Lot 3 & NE of SW & NW of SE in 30-19-04E, Pierce County, WA**

**Parcel I:**

Government Lot 3 (also known as the Northwest quarter of the Southwest quarter) and the Northeast quarter of the Southwest quarter in Section 30, Township 19 North, Range 4 East, W.M., in Pierce County, Washington;

EXCEPT that portion lying within Frederick Meyer D.L.C.;

ALSO EXCEPT that portion conveyed to Pierce County in instrument recorded under Auditor's File No. 8604150281, records of Pierce County, Washington;

ALSO EXCEPT that portion conveyed to Pierce County in instrument recorded under Auditor's File No. 200501070036, records of Pierce County, Washington.

**Parcel II:**

The Northwest quarter of the Southeast quarter of Section 30, Township 19 North, Range 4 East, W.M., in Pierce County, Washington.

**Reference No.  
2024-129 GWM**

**Exhibit A**