



RESOLUTION NO. U-11227

1 A RESOLUTION relating to Tacoma Power; declaring utility-owned real
2 property surplus and authorizing the sale to Michael and Cheryl
3 Jensen.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light
5 Division (d.b.a. "Tacoma Power"), requests the Board declare surplus and
6 approve the negotiated sale of approximately 1.19 acres of land ("Property"),
7 identified as a portion of Lewis County Assessor Tax Parcel No. 028327-001-
8 000, located adjacent to Mayfield Lake and the Kris Kay residential subdivision
9 in the Mossyrock vicinity of unincorporated Lewis County,

10 WHEREAS the Property is in a rural location originally acquired in 1961
11 by Tacoma Power, and is no longer needed as it lies outside of the FERC-
12 regulated boundary for the Cowlitz Hydroproject, and ownership entails
13 unnecessary time and expense, and
14

15 WHEREAS as required by the Purchase and Sale Agreement, prior to
16 closing the sale, the Buyer obtained approval from Lewis County for a Boundary
17 Line Adjustment needed to convey the Property, and
18

19 WHEREAS the buyers, Michael and Cheryl Jensen ("Jensens"), own an
20 abutting tract in the Kris Kay residential subdivision which does not have
21 enough room to accommodate a well, an on-site septic system/reserve area,
22 and a house, and
23

24 WHEREAS the purchase price for the Property in the amount of
25 \$125,500, has been determined to be fair market value, and
26



WHEREAS the purchase of the Property will allow the Jensens to
1 construct a residence on the enlarged property, and

2 WHEREAS Tacoma Power has determined that the Property sought by
3 the Jensens is not essential for continued effective utility service and has
4 deemed the Property surplus to Tacoma Power's needs pursuant to
5 RCW 35.94.040 and TMC 1.06.272-.278; Now, Therefore,
6

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

8 Sec. 1. That it is in the best interests of the City of Tacoma to approve
9 the negotiated sale of approximately 1.19 acres of property, identified as a
10 portion of Lewis County Assessor Tax Parcel No. 028327-001-000, located
11 adjacent to Mayfield Lake, in the Mossyrock vicinity of unincorporated Lewis
12 County, Washington, for a purchase price of \$125,500, as more fully described
13 in the documents on file with the Clerk of the Board, to Michael and Cheryl
14 Jensen.
15

16 Sec. 2. The Board finds that the Property is not essential for continued
17 effective utility service by Tacoma Power and is properly declared surplus
18 property and excess to Tacoma Power's needs and the needs of Tacoma
19 Public Utilities.
20

21 Sec. 3. That the City Council is requested to hold a public hearing on this
22 matter pursuant to RCW 35.94.040, and thereafter approve this recommended
23 sale and authorize the proper officers of the City of Tacoma to execute all
24 necessary documents, substantially in the same form as on file with the Clerk
25 and approved by the City Attorney.
26



/s/

Chief Deputy City Attorney

Clerk



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Keith Underwood, Tacoma Power Natural Resources Manager
Greg Muller, Real Estate Officer, Real Property Services
MEETING DATE: December 9, 2020
DATE: November 25, 2020

SUMMARY: Declare surplus and authorize the negotiated sale of approximately 1.19± acres of Tacoma Power property, identified as a portion of Lewis County Assessor Tax Parcel No. 028327-001-000 located adjacent to Mayfield Lake and the Kris Kay residential subdivision in the Mossyrock vicinity of unincorporated Lewis County, to Michael and Cheryl Jensen for \$125,500.00.

BACKGROUND: No previous request has been submitted to Board in relation to this proposal. The sale property is in a rural to location in central unincorporated Lewis County near Mossyrock. It was originally acquired in 1961 by Tacoma Power, who no longer needs to retain ownership of the property as it lies outside of the FERC-regulated boundary and ownership entails additional management time and expense. As required by the Purchase and Sale Agreement, prior to closing of the sale the Buyer obtained approval from Lewis County for a Boundary Line Adjustment (BLA) needed to convey the sale property. The Jensens own an abutting tract in the Kris Kay residential subdivision; however, their site does not have enough room to accommodate a well, an on-site septic system/reserve area, and a house. The addition of the sale property through the Boundary Line Adjustment and sale is intended to allow them to construct a residence on the enlarged property. Real Property Services conducted a negotiated bid/sale process whereby all abutting property owners were given the opportunity to submit bids to purchase the property. The Jensens submitted the highest bid, which we believe adequately represents Fair Market Value, and we entered into negotiations to finalize a Purchase and Sale Agreement with them. The terms and conditions of the Purchase and Sale Agreement were reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.

Upon approval by the Board, a separate request will be made to the City Council to hold a Public Hearing to be followed by Final Approval. Closing of the sale is expected by February 2021.

Additional detail related to the property and disposition:

This predominantly mowed grassland property has never been central to Tacoma Power's operational or regulatory needs in relation to the Cowlitz Hydroproject and is not included in the FERC Boundary. In fact, it has consumed a lot of staff time and resources for monitoring and to respond to neighbor complaints when others have used the property without Tacoma Power's permission. Tacoma Power has also received numerous inquiries from abutting property owners over the years to purchase the property.

Due to the preceding issues, Tacoma Power Natural Resources identified this property as a high priority for surplus disposition and engaged Real Property Services. In order to treat all neighbors equitably, RPS, with Tacoma Power approval, crafted a disposition strategy to allow all six abutters the opportunity to purchase the property. Letters were sent to all interested parties and offers were solicited and reviewed. The offer from Michael and Cheryl Jensen was by far the highest and was accepted by Tacoma Power. As a condition of the sale, the Jensens were required to obtain approval from Lewis County for a Boundary Line Adjustment necessary to convey the property to them; as that has been completed, we are



Board Action Memorandum

now seeking TPU Board and Council approval so we can close the sale and transfer ownership to the Jensens.

Timeline of the Disposition Process:

1. Notice Letter to Abutters: November 15, 2019
2. Offer Submission Deadline: December 13, 2019
3. Selection of Offer: January 14, 2020
4. Consummate PSA: April 14, 2020

Although we were able to complete Steps 1 thru 4 and execute the Purchase and Sale Agreement with the Jensens in April, due to the pandemic striking at that point, it took the buyers much longer than anticipated to complete the Boundary Line Adjustment process with Lewis County. Approval was just received in November, and we are now proceeding to approval by the TPU Board and City Council per the following schedule:

5. TPU Board: December 9, 2020
6. Public Hearing: January 19, 2021
7. City Council: January 25, 2021
8. Closing of Sale: February 2021

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.
N/A.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? N/A.


ATTACHMENTS: Tacoma Power Real Estate Purchase and Sale Agreement No. A3240, Addendum No. 1 to A3240, Quit Claim Deed No. 6774, Boundary Line Adjustment, Declaration of Surplus; Location Map

CONTACT: Primary Contact: Greg Muller, Real Estate Officer, Ext 8256
Supervisor: Dylan Harrison, Senior Real Estate Officer, Ext 8836



City of Tacoma

City Council Action Memorandum

TO: Elizabeth Pauli, City Manager
FROM: Jackie Flowers, Director of Utilities 
COPY: City Council and City Clerk
SUBJECT: Resolution – Declaration of Surplus and Sale of Tacoma Power Real Property – City Council Consent Agenda for January 5, 2021
DATE: November 25, 2020

SUMMARY AND PURPOSE:

To set Tuesday, January 19, 2021 as the date for a Public Hearing regarding the declaration of surplus and sale of approximately 1.19 acres of Tacoma Power property, identified as a portion of Lewis County Assessor Tax Parcel No. 028327-001-000, to Michael and Cheryl Jensen for \$125,500.00.

BACKGROUND:

[Click or tap here to enter text.](#) The sale property is in a rural location in central unincorporated Lewis County near Mossyrock adjacent to Mayfield Lake and the Kris Kay residential subdivision. It was originally acquired in 1961 by Tacoma Power, who no longer needs to retain ownership of the property as it lies outside of the FERC-regulated boundary and ownership entails additional management time and expense. As required by the Purchase and Sale Agreement, prior to closing of the sale the Buyer obtained approval from Lewis County for a Boundary Line Adjustment (BLA) needed to convey the sale property. The Jensens own an abutting tract in the Kris Kay residential subdivision; however, their site does not have enough room to accommodate a well, an on-site septic system/reserve area, and a house. The addition of the sale property through the Boundary Line Adjustment and sale is intended to allow them to construct a residence on the enlarged property. Real Property Services conducted a negotiated bid/sale process whereby all abutting property owners were given the opportunity to submit bids to purchase the property. The Jensens submitted the highest bid, which we believe adequately represents Fair Market Value, and we entered into negotiations to finalize a Purchase and Sale Agreement with them. The terms and conditions of the Purchase and Sale Agreement were reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.

COMMUNITY ENGAGEMENT/ CUSTOMER RESEARCH:

As the sale involves an unimproved tract of land in a rural location in Lewis County, no potential impacts are foreseen. This sale has been vetted by Tacoma Power management.

2025 STRATEGIC PRIORITIES:**Equity and Accessibility:**

The sale will allow continued development of the local community, which provides housing, educational, employment, and recreational opportunities in line with state-mandated Growth Management policies and Lewis County development regulations. As the sale property lies outside the corporate limits of the City of Tacoma, no Equity Index Scores have been identified.



City of Tacoma

City Council Action Memorandum

ALTERNATIVES:

Presumably, your recommendation is not the only potential course of action; please discuss other alternatives or actions that City Council or staff could take. Please use table below.

Alternative(s)	Positive Impact(s)	Negative Impact(s)
1. Retain property	None.	Costs for maintenance and liability.

EVALUATION AND FOLLOW UP:

This is a one-time sale with no on-going evaluation required.

STAFF/SPONSOR RECOMMENDATION:

Tacoma Power and Real Property Services recommend that the City Council set January 19, 2021 as the date to hold a Public Hearing for the declaration of surplus and sale of approximately 1.19 acres of Tacoma Power Property to Michael and Cheryl Jensen for \$125,500.00

FISCAL IMPACT:

There is no fiscal impact to setting this Public Hearing.

Are there financial costs or other impacts of not implementing the legislation?

No

Will the legislation have an ongoing/recurring fiscal impact?

No

Will the legislation change the City's FTE/personnel counts?

No

ATTACHMENTS:

Sale Property Location Map.

TACOMA POWER SALE TO MICHAEL AND CHERYL JENSEN
SALE PROPERTY LOCATION MAP

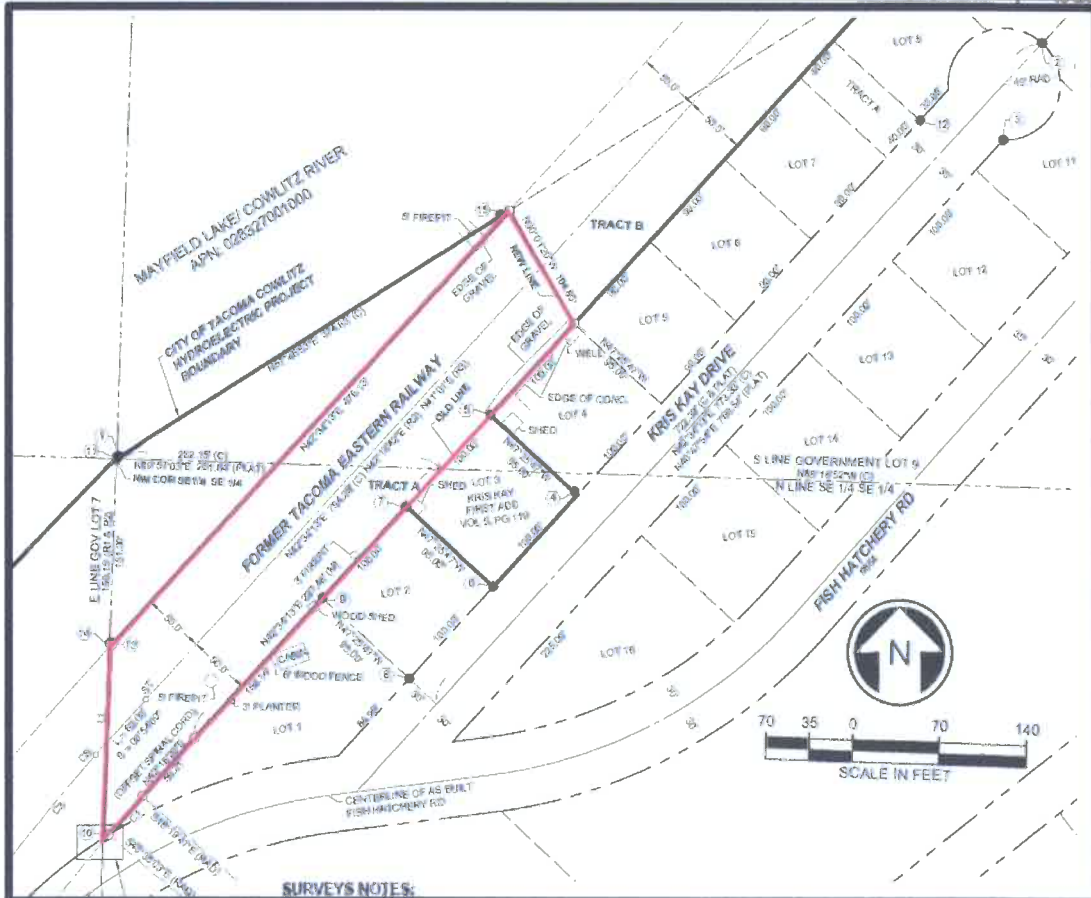


PORTION OF TAX PARCEL NO. 028327-001-000

1.19± ACRES

MOSSYROCK VICINITY, UNINCORPORATED LEWIS COUNTY, WA.

PROPOSED REAL PROPERTY DISPOSITION MAP
TACOMA POWER - 1.19± ACRES TO JENSEN



CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT
AGREEMENT NO. A3240

Reference No.: P2017-096

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

Buyer: Michael and Cheryl Jensen
Abbreviated

Legal Description: Portion of S02, T12N, R2E, W.M., Lewis Co., WA

County: Lewis

Tax Parcel No.: Portion of Lewis County Assessor TPN 028327-001-000

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of April 14, 2020 between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power)** a first class municipal corporation ("Seller") and Michael and Cheryl Jensen, husband and wife, ("Buyer").

RECITALS

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

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

WHEREAS, the Property is part of a larger parcel (the "Parent Parcel") owned by Seller and prior to conveyance of the Property to Buyer, Buyer, at its sole cost and expense, shall obtain all approvals necessary to divide the Property from the Parent Parcel so that the Property is suitable for conveyance to Buyer. The Property division may be accomplished by a boundary line adjustment, or by any other legal method of land segregation upon Seller written approval.

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 in the County of Lewis and State of Washington, more particularly described as follows, and to be amended by any required division of the Property pursuant to Section 5.5 below:

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

Also known as a portion of Lewis County Assessor Tax Parcel No. 028327-001-000 (the "Property"). Buyer will, prior to Closing (defined below) as more specifically described in Section 5.5, obtain all approvals necessary to divide the Property from the Parent Parcel so that the Property can be conveyed to Buyer at Closing.

2. Deposit. Buyer has deposited with Seller a check in the amount of **ONE HUNDRED AND TWENTY-FIVE THOUSAND FIVE HUNDRED and No/100 U.S. Dollars (\$125,500.00)** as full payment of the Purchase Price of the Property, of which **SIX THOUSAND TWO HUNDRED**

SEVENTY-FIVE AND NO/100 DOLLARS (\$6,275.00) shall be held by Seller as the earnest money deposit (the Deposit"). The Deposit and Purchase Price will be held by Seller for the benefit of the parties in a non-interest-bearing account pursuant to the terms of this Agreement.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **ONE HUNDRED AND TWENTY-FIVE THOUSAND FIVE HUNDRED and No/100 U.S. Dollars (\$125,500.00)**, to which the Deposit shall be a fully applicable part. The Purchase Price will be disbursed to Seller in cash 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 quit claim deed (the "Deed") substantially in the form of **Exhibit "B"** attached hereto and by this reference incorporated herein.

4.2 Preliminary Commitment and Title Policy. Buyer hereby waives receipt of a preliminary title commitment for sale of the Property. If Buyer seeks to have issued an owner's policy of title insurance insuring Buyer's title to the Property upon sale, the title policy shall be solely at Buyer's expense.

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

5. Conditions to Closing. The satisfaction of each of the following at or before Closing shall be a condition of 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 Purchase Price (including the Deposit, but less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing) will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. Nothing in this Paragraph 5.1 will obligate Seller to obtain Tacoma Public Utility Board or City Council approval beyond the ordinary course of City of Tacoma and Department of Public Utilities procedures.

5.2 Buyer's Indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable costs and attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to persons, entities and/or property received or sustained, arising out of, in connection with, or as a result of the acts or omissions of Buyer, or its agents or employees in exercising its rights under this Agreement, except for claims caused by Seller's sole negligence.

5.3 Buyer Feasibility Study. Buyer hereby waives the right to conduct inspections or feasibility studies related to the Property and will take title to the Property on an as-is basis.

- 5.4 Non-Suitability. Buyer hereby waives the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use. However, 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.
- 5.5 Property Division Review and Approval. Prior to and as a condition to Closing, Buyer, at its sole cost and expense, and subject to the review and approval of Seller, shall obtain all approvals necessary to divide the Property and establish the Property as a legal lot suitable for conveyance to Buyer, documentation of which shall be provided to Seller. Seller shall reasonably cooperate with Buyer, at no cost to Seller, in obtaining the approvals necessary to divide the Property; provided, however, that while any division dependent on transferring the Property to Buyer may be authorized prior to Closing, the transfer shall not be completed prior to Closing. So, for example, a boundary line adjustment may be authorized prior to Closing, but the deed transferring the Property from the Parent Parcel owned by Seller to the receiving parcel owned by Buyer shall not be recorded prior to Closing. If, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing Date set forth in Section 7 herein, the parties shall negotiate in good faith to extend the Closing Date for an additional period to allow Buyer to obtain the approvals; however, Seller shall not be required to agree to any extension of more than sixty (60) additional days. If Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing Date, as it may be so extended, then either party may terminate the sale by giving written notice of termination to the other party, whereupon Seller shall retain the Deposit due Seller under Section 11 of this Agreement, and Seller shall deliver to Buyer the remainder of the Purchase Price.

6. Condition of the Property.

6.1 "As Is". Per Section 5.3 Buyer has waived the right to conduct inspections and feasibility studies; nevertheless, Buyer acknowledges that Buyer is purchasing and shall acquire the Property under this Agreement in its physical condition existing at Closing, "AS-IS, "WHERE IS" AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OR STABILITY OF THE SOILS OR GROUND WATERS, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY, SUITABILITY FOR ANY CONSTRUCTION OR DEVELOPMENT, ZONING AND SIMILAR MATTERS. As of the date this Agreement is signed by the 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 execution of this Agreement and Closing.

6.2 Release. Except with respect to Seller's representations and warranties expressly provided in this Agreement, Buyer releases Seller and its directors, officers, employees, and agents from any and all statutory, common law, and other claims, obligations, causes of action, losses, damages, liabilities, costs and expenses (including without limitation attorney fees), unknown to Seller, that Buyer may have against Seller arising from, in whole or in part, or related in any way to the physical condition of the Property (including conditions not readily apparent and the presence of any material classified under state or federal law or regulations as hazardous). Buyer assumes all liability and responsibility for any hazardous materials on or under the property and all costs for remediation of same, and shall not seek reimbursement from Seller therefore.

6.3 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 outside of escrow. The closing will occur not later than 1) December 31, 2020 or 2) thirty (30) days following satisfaction of all conditions set forth under Section 5 Conditions to Closing herein (the "Closing Date") whichever event occurs first. "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, Seller will immediately terminate the sale and forward the Purchase Price to Buyer, less the Deposit due Seller under Section 11 of this Agreement. When notified by the Seller, Buyer will deposit with Seller without delay all instruments and monies required to complete the transaction in accordance with this Agreement.

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

9. Casualty Loss. Seller shall promptly notify Buyer of any event prior to the Closing Date which causes damage to or destruction of any portion of the 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 Purchase Price (including the Deposit) will be returned to Buyer.

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

11. Events of Default. In the event Buyer fails, without legal excuse to complete the purchase of the Property, then the Deposit 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 the Purchase Price (including the 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 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 nd Floor
	3628 S. 35 th Street
	Tacoma, WA 98409
	e-mail: gmuller@cityoftacoma.org

Buyer: Michael and Cheryl Jensen
21054 253rd PI SE
Maple Valley, Washington 98038-7616
e-mail: jensen.cheryl@ymail.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".

13. 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.

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

15. Professional Advice. Seller and Buyer hereby acknowledge that it may be advisable for either or both parties to obtain independent legal, tax or other professional advice in connection with this transaction, as the terms and conditions of this Agreement affect the parties' rights and obligations. The parties agree that they have satisfied themselves that they understand the terms and conditions of this sale and have accepted full responsibility to seek such professional advice as they deem necessary.

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

17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of Closing, will be deemed to be material, and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of 6 (six) months whereupon they shall terminate. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

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

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

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

21. 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.

22. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

23. Nonmerger. The terms and provisions of this Agreement, including without limitation, all indemnification obligations, will not merge in, but will survive the Closing of the transaction contemplated under this Agreement.

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

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

26. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to give effect to the Agreement contemplated herein.

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

28. Waiver of RCW 64.06 Disclosure. Buyer and Seller acknowledge that the Property may constitute "Commercial Real Estate" or "Residential Real Property" as defined in RCW 64.06.005. Buyer waives receipt of the seller disclosure statement required under RCW 64.06 for transactions involving the sale of such real property, except for the section entitled "Environmental." The Environmental section of the seller disclosure statement (the "Disclosure Statement") shall be provided to Buyer within five business days after acceptance of this Agreement. Buyer shall within three business days thereafter either deliver written notice to Seller to rescind the Agreement, else the Disclosure Statement will be deemed approved and accepted by Buyer. If Buyer rescinds this Agreement, the Purchase Price (including the Deposit, but less any costs advanced or committed for Buyer as authorized herein, or other costs subsequently agreed to in writing) will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement.

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the 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:

TACOMA POWER

Jackie Flowers 4/14/2020
Jackie Flowers, Date
Director of Utilities

Chris Robinson
Chris Robinson,
Power Superintendent

Approved as to form:

Michael W. Smith
Michael W. Smith,
Deputy City Attorney

City of Tacoma Review

Christopher Mattson
Chris Mattson,
Power Section Manager

Keith Underwood
Keith Underwood,
Power Section Assistant Manager

Jeff Singleton
Jeff Singleton,
Tacoma Power Chief Surveyor

Andrew Cherullo
Andrew Cherullo,
Director of Finance

BUYER:

MICHAEL AND CHERYL JENSEN

Michael Jensen 4/1/2020
Michael Jensen Date

Cheryl Jensen 4/1/2020
Cheryl Jensen Date

ES

LV

EXHIBIT "A"

Property Legal Description

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON;

EXCEPT FISH HATCHERY ROAD;

AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 AS MARKED BY A BRASS DISK MONUMENT; THENCE NORTH 57°46'57" EAST ALONG THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY 465.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FORMER TACOMA EASTERN RAILWAY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIBED LINE; THENCE SOUTH 34°15'27" EAST 105.08 FEET, MORE OR LESS, TO THE CORNER COMMON TO LOTS 4 AND 5 OF THE PLAT OF KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, RECORDS OF LEWIS COUNTY, WASHINGTON ON THE NORTHWESTERLY BOUNDARY THEREOF AND THE TERMINUS OF THIS DESCRIBED LINE.

EXHIBIT "B"

After Recording Mail To:

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

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
QUIT CLAIM DEED NO. 6774**

Reference No.	P2017-096
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	Michael Jensen and Cheryl Jensen
Abbr. Legal Description:	Portion of S02, T12N, R2E, W.M., in Lewis County, WA.
Tax Parcel No.:	Portion of 028327-001-000

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), a first class municipal corporation, for and in consideration of One Hundred and Twenty-Five Thousand Five Hundred and No/100 U.S. Dollars (\$125,500.00), conveys and quit claims to Michael Jensen and Cheryl Jensen, husband and wife, as Grantee, all interest in the following described real property situate in Lewis County, State of Washington, to-wit:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON;

EXCEPT FISH HATCHERY ROAD;

AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 AS MARKED BY A BRASS DISK MONUMENT; THENCE NORTH 57°46'57" EAST ALONG THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY 465.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FORMER TACOMA EASTERN RAILWAY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIBED LINE; THENCE SOUTH 34°15'27" EAST 105.08 FEET, MORE OR LESS, TO THE CORNER COMMON TO LOTS 4 AND 5 OF THE PLAT OF KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, RECORDS OF LEWIS COUNTY, WASHINGTON ON THE NORTHWESTERLY BOUNDARY THEREOF AND THE TERMINUS OF THIS DESCRIBED LINE.

Also known as a portion of Lewis County Tax Parcel Number 028327-001-000.

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

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

CITY OF TACOMA

By: _____
Mayor

Attest:

City Clerk

Accepted by Grantee

By: _____
Printed Name: Michael Jensen
Date: _____

By: _____
Printed Name: Cheryl Jensen
Date: _____

P2017-096/D6774

STATE OF WASHINGTON)
)
COUNTY OF LEWIS)

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

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

Place Notary Seal in Box



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

P2017-096/D6774

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

APPROVED:

Jackie Flowers,
Director of Utilities

AUTHORIZED:

Chris Robinson,
Power Superintendent

REVIEWED:

Chris Mattson,
Power Section Manager

Keith Underwood,
Power Section Assistant Manager

REVIEWED:

Jeff Singleton,
Tacoma Power Chief Surveyor

APPROVED AS TO FORM:

Michael W. Smith,
Deputy City Attorney

**Addendum No. 1 to
City of Tacoma Department of Public Utilities Light Division
Real Estate Purchase and Sale Agreement No. A3240
RPS Project No. 2017-096**

THIS Addendum is hereby incorporated into that certain REAL ESTATE PURCHASE AND SALE AGREEMENT dated April 14, 2020 by and between the CITY OF TACOMA, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), a first class municipal corporation ("Seller"), and Michael and Cheryl Jensen, husband and wife, ("Buyer"), and collectively referred to herein as the "Parties".

W I T N E S S E T H

WHEREAS the Parties have executed the aforementioned REAL ESTATE PURCHASE AND SALE AGREEMENT dated April 14, 2020 (the "Agreement"), and

WHEREAS Section 5.5 of the Agreement provides that prior to Closing (as defined in the Agreement), Buyer, at its sole cost and expense, and subject to the review and approval of Seller, shall obtain all approvals necessary to divide the Property and establish the Property as a legal lot suitable for conveyance, and

WHEREAS Section 5.5 of the Agreement further provides that if, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the approvals necessary to divide the Property on or before the Closing date, the parties shall negotiate in good faith to extend the Closing Date for an additional period to allow Buyer to obtain the approvals; however, Seller shall not be required to agree to any extension of more than sixty (60) additional days, and

WHEREAS the Buyer has obtained approval from Lewis County for a Boundary Line Adjustment necessary to divide the Property and establish the Property as a legal lot suitable for conveyance, and

WHEREAS Section 7 of the Agreement provides that Closing will occur not later than 1) December 31, 2020 or 2) thirty (30) days following satisfaction of all conditions set forth under Section 5 of the Agreement (the "Closing Date"), whichever event occurs first, and

WHEREAS Section 5.1 of the Agreement requires that the Agreement and the transaction contemplated thereby must be duly approved by both the Tacoma Public Utility Board and the Tacoma City Council prior to Closing, and based on the current published schedules of these approving bodies it is not possible to obtain approval from both approving bodies prior to December 31, 2020, and

WHEREAS the Parties wish to extend the Closing Date an additional 120 days in order to obtain approvals of the Agreement and the transaction

contemplated thereby by both the Tacoma Public Utility Board and the Tacoma City Council, and

WHEREAS Section 1 of the Agreement provides that the Property to be conveyed, to be amended by any required division of the Property pursuant to Section 5.5, is more particularly described in Exhibit "A" and Exhibit "B" of the Agreement, and

WHEREAS Section 16 of the Agreement provides that the Agreement may be amended or modified only by a written instrument executed by the Parties, and

WHEREAS the Parties wish to extend the Closing Date and revise the Property legal description.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein, the Parties agree as follows:

1. The Closing Date is extended to occur not later than April 30, 2021.
2. The Property legal description is revised as shown on Exhibit "A".
3. All other terms of the Agreement shall remain the same unless formally amended in writing upon mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this Addendum No. 1 effective as of _____.

BUYER:

SELLER: TACOMA POWER

Michael Jensen Date

Jackie Flowers, Date
Director of Utilities

Cheryl Jensen Date

Jeff Singleton, Chief Surveyor

Approved as to Form:

Michael W. Smith, Deputy City Attorney

**Addendum No. 1 to
City of Tacoma Department of Public Utilities Light Division
Real Estate Purchase and Sale Agreement No. A3240
RPS Project No. 2017-096**

EXHIBIT "A"

Property Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4, KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119, THENCE N30°01'20"W 104.80 FEET TO THE INTERSECTION OF THE NORTHERLY MARGIN OF SAID FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY AND THE MONUMENTED CITY OF TACOMA COWLITZ HYDROELECTRIC PROJECT BOUNDARY LINE, N57°46'53"E A DISTANCE OF 374.63 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND THE **TERMINUS** OF THIS DESCRIBED LINE.

EXCEPT FISH HATCHERY ROAD;

LEWIS COUNTY, WASHINGTON.

After Recording Mail To:

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

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
QUIT CLAIM DEED NO. 6774**

Reference No.	P2017-096
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	Michael Jensen and Cheryl Jensen
Abbr. Legal Description:	Portion of S02, T12N, R2E, W.M., in Lewis County, WA.
Tax Parcel No.:	Portion of 028327-001-000

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), a first class municipal corporation, for and in consideration of One Hundred and Twenty-Five Thousand Five Hundred and No/100 U.S. Dollars (\$125,500.00), conveys and quit claims to Michael Jensen and Cheryl Jensen, husband and wife, as Grantee, all interest in the following described real property situate in Lewis County, State of Washington, to-wit:

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EXCEPT FISH HATCHERY ROAD;

LEWIS COUNTY, WASHINGTON.

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

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

CITY OF TACOMA

By: _____
Mayor

Attest:

City Clerk

Accepted by Grantee

By: _____
Printed Name: Michael Jensen
Date: _____

By: _____
Printed Name: Cheryl Jensen
Date: _____

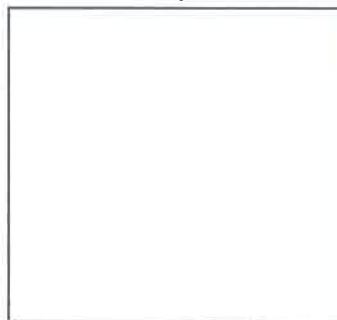
P2017-096/D6774

STATE OF WASHINGTON)
)
COUNTY OF LEWIS)

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

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

Place Notary Seal in Box



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

P2017-096/D6774

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

APPROVED:

Jackie Flowers,
Director of Utilities

AUTHORIZED:

Chris Robinson,
Power Superintendent

REVIEWED:

Chris Mattson,
Power Section Manager

Keith Underwood,
Power Section Assistant Manager

REVIEWED:

Jeff Singleton,
Tacoma Power Chief Surveyor

APPROVED AS TO FORM:

Michael W. Smith,
Deputy City Attorney



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

11/24/2020

Date: _____

From: Jackie Flowers, Director of Utilities

To: Dylan Harrison, Senior Real Estate Officer, Real Property Services

Subject: Declaration of Surplus of Tacoma Power Property at Mayfield Lake

Tacoma Power owns a tract of land identified as a 1.19-acre portion of Lewis County Assessor Tax Parcel Number 028327-001-000 located adjacent to Mayfield Lake and the Kris Kay residential subdivision in the Mossyrock vicinity of unincorporated Lewis County.

Subject to completion of a Boundary Line Adjustment (BLA) with one or more abutting properties, following is the Property Legal Description:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910 DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A LINE BEING DESCRIBED AS FOLLOWS:

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EXCEPT FISH HATCHERY ROAD;

LEWIS COUNTY, WASHINGTON.

Upon review by Tacoma Power management, it has been concluded that there is no foreseeable need for Tacoma Power to retain fee ownership of the property as it lies outside of the FERC-regulated boundary of the Cowlitz Hydro project and serves no operational need. Therefore, pursuant to City of Tacoma Municipal Code Section 1.06.280, I hereby certify that, subject to the BLA, this property has no further public use, is surplus to the needs of Tacoma Public Utilities, and that disposing of it would be in the best interests of the City of Tacoma.

APPROVED:

DocuSigned by:

Jackie Flowers

Jackie Flowers, Director of Utilities

cc: Jennifer Hines, Public Works ADM for Facilities Management/Real Property Services



LEWIS COUNTY BOUNDARY LINE ADJUSTMENT NO. 20-0018

PORTION OF THE SE 1/4 SE 1/4 AND THE NE 1/4 SE 1/4
SEC 02, T 12 N, R 2 E, W.M.
LEWIS COUNTY, WASHINGTON

State of Washington } ss.
County of _____ }
I certify that I know or have satisfactory evidence that

signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Signature of
Notary Public
Printed name
Dated
My appointment expires

BASIS OF BEARING

HOLDING SURVEY CONTROL BEARINGS PER TACOMA CITY LIGHT, MAYFIELD PROJECT SECTION PLAT OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., RECORDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AND TACOMA CITY LIGHT, BY HOLDING THE SOUTHEAST SECTION CORNER TO A MONUMENT ON THE SOUTH LINE OF SECTION 2 AT THE MAYFIELD PROJECT BOUNDARY.



200 100 0 200 400
SCALE IN FEET

State of Washington } ss.
County of _____ }
I certify that I know or have satisfactory evidence that

signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Signature of
Notary Public
Printed name
Dated
My appointment expires

State of Washington } ss.
County of _____ }
I certify that I know or have satisfactory evidence that

signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Signature of
Notary Public
Printed name
Dated
My appointment expires

GRANTOR:
CITY OF TACOMA / PROPERTY MANAGEMENT
P.O. BOX 11007, TACOMA, WA 98411

GRANTEE:
MICHAEL & CHERYL JENSEN
21054 253RD PL SE, MAPLE VALLEY, WA 98038

AUDITOR'S CERTIFICATE

RECORDING NO. _____
FILED FOR RECORD THIS _____ DAY OF _____, 2020,
AT _____ M. IN BOOK _____ OF BLAM AT PAGES _____
AT THE REQUEST OF _____ JOHN W. GOODMAN
SURVEYOR'S NAME
COUNTY AUDITOR _____ DEPUTY AUDITOR _____

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT FOR MIKE AND CHERYL JENSEN IN MAY, 2020

REGISTERED PROFESSIONAL LAND SURVEYOR DATE: _____

CERTIFICATE NUMBER 54051



GOODMAN
LAND SURVEYING, INC.
696 N. Military Rd. Winlock, WA 98596
(360) 785-3038

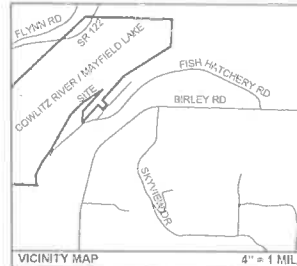
"BOUNDARY LINE ADJUSTMENT"

#BLA 20-0018

ASSESSOR'S PARCEL NOS.
010580027000 & 028327001000

LEWIS COUNTY, WASHINGTON

Drawn By B. RAINS	Date: 10/21/2020	Job No.: 20-112
Checked By: J. GOODMAN	Scale: 1" = 200'	Sheet: 1 OF 3



NOTICE

THIS BOUNDARY LINE ADJUSTMENT SHALL NOT CREATE ANY ADDITIONAL BUILDING LOT, TRACT, PARCEL, BUILDING SITE, OR DIVISION WORK CREATE ANY BUILDING LOT, TRACT, PARCEL, BUILDING SITE, OR DIVISION, WHICH CONTAINS INSUFFICIENT AREA AND DIMENSION TO MEET MINIMUM REQUIREMENTS FOR BUILDING SITE. THE PORTION BEING TRANSFERRED SHALL BE COMBINED WITH THE GRANTEE'S PARCEL. ALL WEIRY CONFOURED LOTS MUST COMPLY WITH APPLICABLE STANDARDS FOR SEWAGE DISPOSAL AND PROVISIONS CONTAINED IN TITLE 8 LOC AND TITLE 70 RCW.

WARNING

1. THE TRACTS CONTAINED WITHIN THIS BOUNDARY LINE ADJUSTMENT SHALL NOT BE FURTHER DIVIDED WITHOUT COMPLIANCE WITH THE REQUIREMENTS OF LEWIS COUNTY SUBDIVISION ORDINANCE NO. 1003 AND AS THEREAFTER AMENDED.
2. THE APPROVAL OF THIS BOUNDARY LINE ADJUSTMENT DOES NOT GUARANTEE THE ISSUANCE OF ANY OTHER PERMIT OR APPROVALS.
3. COUNTY ROAD RIGHT-OF-WAY SHOWN ON PLAT IS NOT GUARANTEED BY LEWIS COUNTY. NOR DOES LEWIS COUNTY ASSUME ANY LIABILITY FOR MISREPRESENTATION OF COUNTY ROAD RIGHT-OF-WAY LOCATIONS, WIDTHS AND TITLE SHOWN ON THE PLAT.
4. ACCESS TO THIS BOUNDARY LINE ADJUSTMENT IS NOT GUARANTEED BY LEWIS COUNTY.
5. LEWIS COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE THE PRIVATE ROADS CONTAINED WITHIN OR PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS BOUNDARY LINE ADJUSTMENT.

DECLARATION OF BOUNDARY LINE ADJUSTMENT MAP

THIS BOUNDARY LINE ADJUSTMENT IS REQUESTED AND APPROVED BY THE UNDERSIGNED, WHO CERTIFY THAT THEY ARE THE OWNERS OF THE RESPECTIVE PARCEL IDENTIFIED IN THIS BOUNDARY LINE ADJUSTMENT.

PRINT NAME - CITY OF TACOMA GRANTOR	TITLE
SIGNATURE - CITY OF TACOMA GRANTOR	DATE
SIGNATURE - MICHAEL JENSEN GRANTEE	DATE
SIGNATURE - CHERYL JENSEN GRANTEE	DATE

ADMINISTRATOR'S APPROVAL

EXAMINED AND APPROVED BY THIS _____ DAY OF _____, 2020.

PLANNING MANAGER - SUBDIVISION ADMINISTRATOR DATE: _____

TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

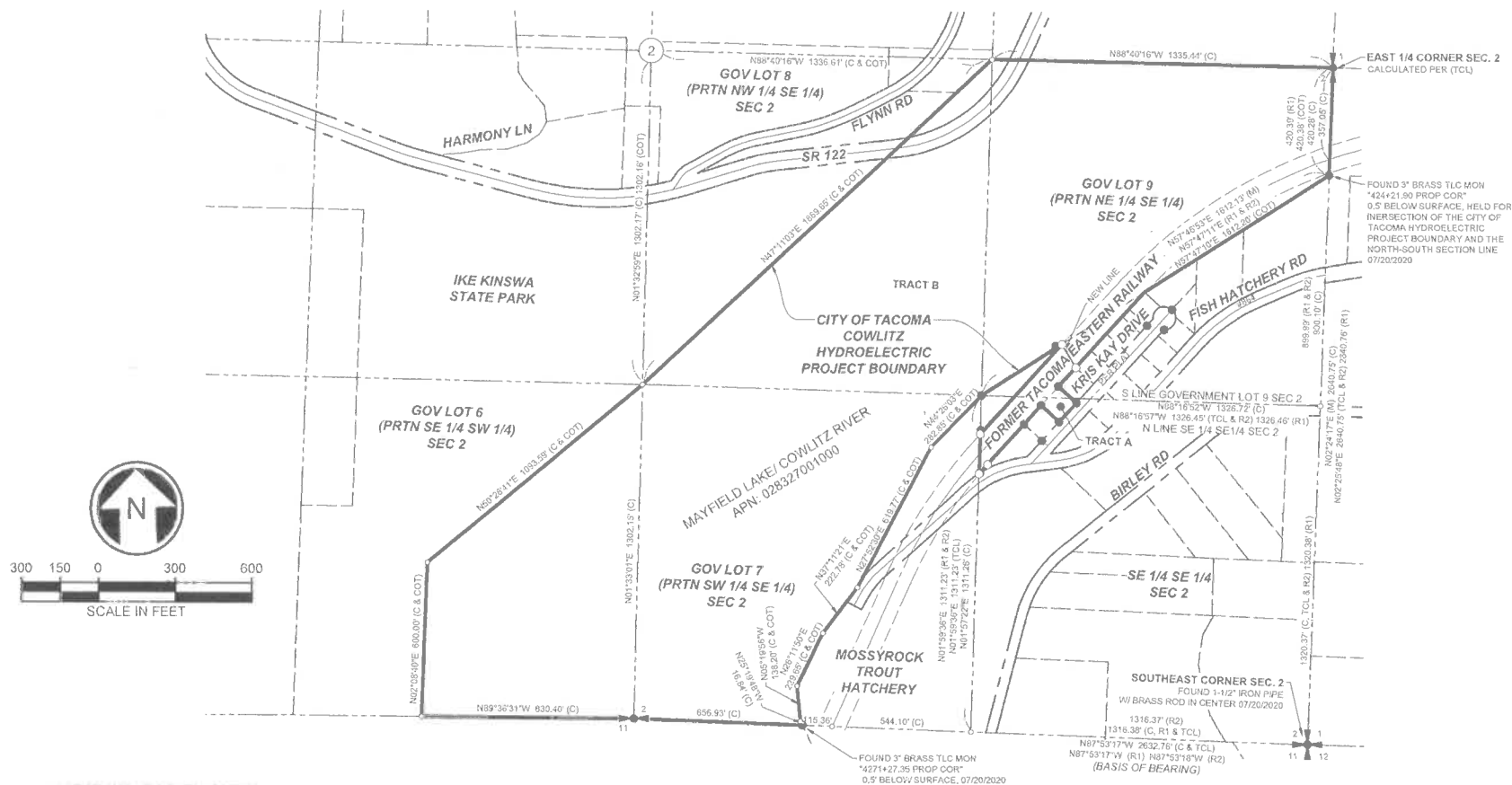
ASSESSOR / TREASURER DATE: _____

LEWIS COUNTY BOUNDARY LINE ADJUSTMENT NO. 20-0018

PORTION OF THE SE 1/4 SE 1/4 AND THE NE 1/4 SE 1/4

SEC 02, T 12 N, R 2 E, W.M.

LEWIS COUNTY, WASHINGTON



CONDITIONS OF DEVELOPMENT:

1. THE APPLICANT SHALL OBTAIN ALL OTHER REQUIRED LOCAL, STATE AND FEDERAL PERMITS AND APPROVALS.
2. THIS PROJECT IS LOCATED IN FLOOD ZONE A, 100 YEAR FLOODPLAIN AND FLOOD ZONE C, TYPICALLY AREAS OF MINIMAL FLOODING. DEVELOPMENT IN THESE AREAS SHALL BE CONSISTENT WITH THE LEWIS COUNTY FLOOD DAMAGE PREVENTION ORDINANCES LCC 15.35.
3. ALL DEVELOPMENT SHALL CONFORM TO THE REQUIREMENTS OF THE RURAL DEVELOPMENT DISTRICT ZONING, ONE RESIDENCE PER 5 ACRES (RDD-S), PER LEWIS COUNTY CODE TITLE 17.100.
4. THIS PROJECT IS LOCATED IN WRHA 26 COWLITZ.
5. A KNOWN ARCHEOLOGICAL OR CULTURE RESOURCES IS LOCATED WITHIN THE VICINITY OF THE SITE. ANY USE WHICH MAY AFFECT THIS CULTURAL OR ARCHEOLOGICAL RESOURCES SHALL BE APPROVED BY THE WASHINGTON DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION BEFORE COMMENCING.
6. HIGH INTENSITY AND SPECIAL HIGH INTENSITY USES SHALL CONFORM TO THE AQUIFER RECHARGE AREAS ELEMENT OF LEWIS COUNTY CRITICAL AREAS, LEWIS COUNTY CODE (LCC) CHAPTER 17.38.
7. NOTICE: PORTIONS OF THE PARCELS ARE LOCATED WITHIN THE JURISDICTION OF THE SHORELINE MANAGEMENT ACT. ACTIVITIES AND DEVELOPMENT IN THIS JURISDICTION SHALL COMPLY WITH THE LEWIS COUNTY SHORELINE MASTER PROGRAM, LCC 17.25.



GOODMAN
LAND SURVEYING, INC.
696 N. Military Rd. Winlock, WA 98596
(360) 785-3038

"BOUNDARY LINE ADJUSTMENT"

#BLA 20-0018

ASSESSOR'S PARCEL NOS.
010580027000 & 028327001000

LEWIS COUNTY, WASHINGTON

Drawn By:	Date:	Job No.:
B. RAINS	10/23/2020	20-112
Checked By:	Scale:	Sheet:
J. GOODMAN	1" = 300'	2 OF 3

LEWIS COUNTY BOUNDARY LINE ADJUSTMENT NO. 20-0018

PORTION OF THE SE 1/4 SE 1/4 AND THE NE 1/4 SE 1/4
SEC 02, T 12 N, R 2 E, W.M.
LEWIS COUNTY, WASHINGTON

ORIGINAL LEGAL DESCRIPTIONS:

APN: 010590027000

(PER STATUTORY WARRANTY DEED RECORDED UNDER LEWIS COUNTY AUDITOR
FILE NO. 3488794)

LOT 3, KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119
TOGETHER WITH CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES RESERVOIR
STRUCTURE PERMIT NO. 182 LAKE MAYFIELD COMMUNITY DOCK, REF P1999-258,
FILED JULY 11, 2011 UNDER AUDITOR'S FILE NO. 3117054.
LEWIS COUNTY, WASHINGTON

PORTION OF APN: 028327001000

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND
GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M.
DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE
RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF
APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910
DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF
APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910
DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER AND
GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST,
W.M., IN LEWIS COUNTY, WASHINGTON;
EXCEPT FISH HATCHERY ROAD

NEW LEGAL DESCRIPTIONS:

TRACT A

LOT 3, KRIS KAY FIRST ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119.
TOGETHER WITH CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES RESERVOIR
STRUCTURE PERMIT NO. 182 LAKE MAYFIELD COMMUNITY DOCK, REF P1999-258,
FILED JULY 11, 2011 UNDER AUDITOR'S FILE NO. 3117064.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND
GOVERNMENT LOT 9 OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M.
DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE
RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF
APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910
DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF
APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910
DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER AND
GOVERNMENT LOT 9, ALL OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 2 EAST,
W.M., IN LEWIS COUNTY, WASHINGTON LYING SOUTHWESTERLY OF A LINE BEING
DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4, KRIS KAY FIRST
ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119.
THENCE N30°01'20"W 104.80 FEET TO THE INTERSECTION OF THE NORTHERLY
MARGIN OF SAID FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE
RIGHT-OF-WAY AND THE MONUMENTED CITY OF TACOMA COWLITZ
HYDROELECTRIC PROJECT BOUNDARY LINE, N57°46'51"E A DISTANCE OF 374.83
FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 2, AND THE TERMINUS OF DESCRIBED LINE.
EXCEPT FISH HATCHERY ROAD
LEWIS COUNTY, WASHINGTON

TRACT B

PORTION OF APN: 028327001000

THAT PORTION OF THE FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE
RIGHT-OF-WAY ACQUIRED BY THE CITY OF TACOMA THROUGH DECREE OF
APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910
DATED JANUARY 9, 1961 AS CORRECTED BY FIRST CORRECTED DECREE OF
APPROPRIATION NO. 1 OF LEWIS COUNTY SUPERIOR COURT CAUSE NO. 24910
DATED SEPTEMBER 15, 1961 LYING WITHIN THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER AND GOVERNMENT LOT 9, ALL OF SECTION 2,
TOWNSHIP 12 NORTH, RANGE 2 EAST, W.M., IN LEWIS COUNTY, WASHINGTON.
EXCEPT ANY PORTION THEREOF LYING SOUTHWESTERLY OF THE FOLLOWING
DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4, KRIS KAY FIRST
ADDITION AS RECORDED IN VOLUME 5 OF PLATS, PAGE 119.
THENCE N30°01'20"W 104.80 FEET TO THE INTERSECTION OF THE NORTHERLY
MARGIN OF SAID FORMER TACOMA EASTERN RAILWAY 100-FOOT WIDE
RIGHT-OF-WAY AND THE MONUMENTED CITY OF TACOMA COWLITZ
HYDROELECTRIC PROJECT BOUNDARY LINE, N57°46'51"E A DISTANCE OF 374.83
FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 2, AND THE TERMINUS OF DESCRIBED LINE.
LEWIS COUNTY, WASHINGTON

LEGEND AND REFERENCES

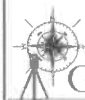
- SECTION LINE
--- CENTERLINE
--- RIGHT-OF-WAY LINE
--- NEW LOT LINE
--- LOT LINE
--- PLAT LOT LINE
--- SITE BOUNDARY/ PARENT PARCEL
- FOUND MONUMENT AS NOTED
○ GET 1/2" REBAR & CAP LS 54051
○ CALCULATED POINT ONLY

- (C) DATA CALCULATED THIS SURVEY
(M) DATA MEASURED THIS SURVEY
(TCL) SECTION PLATS PER TACOMA CITY LIGHT, MAYFIELD PROJECT, SECTIONS 1 & 2, TOWNSHIP 12
NORTH, RANGE 2 EAST, W.M., RECORDS ON FILE WITH THE DEPARTMENT OF NATURAL
RESOURCES AND TACOMA CITY LIGHT.
(COT) CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES MAJOR PROJECTS DIVISION, PROJECT NO
2016 WASHINGTON COWLITZ POWER DEVELOPMENT, MAYFIELD PROJECT, DRAWING MS-2555,
SHEET 5 OF 52, DATED DECEMBER 31, 1959
(PLAT) DATA PER PLAT OF KRIS KAY FIRST ADDITION, RECORDS OF LEWIS COUNTY, RECORDED 1987,
UNDER AUDITOR'S FILE NO. 2002990, VOLUME 5, PAGE 119.
(R1) DATA PER RECORD OF SURVEY RECORDED UNDER LEWIS COUNTY AUDITOR'S
FILE NO. 3072841, VOLUME 18, PAGE 280.
(R2) DATA PER RECORD OF SURVEY RECORDED UNDER LEWIS COUNTY AUDITOR'S
FILE NO. 3043207, VOLUME 17, PAGE 157.
(R3) TACOMA EASTERN RR, MAP OF LOCATION COWLITZ-VALLEY-LINE-EAST DATED OCTOBER 30,
1909, RECORDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES.

LINE AND CURVE DATA

LINE	BEARING	DISTANCE
L1	N01°57'22"E	153.75 (C)

CURVE	DELTA	RADIUS	LENGTH
C1	01°16'16"	1558.36'	41.26'
C2	00°40'32"	430.00'	5.07'
C3	16°23'00"	1909.26'	546.11'



GOODMAN
LAND SURVEYING, INC.
696 N. Military Rd. Winlock, WA 98596
(360) 785-3038

"BOUNDARY LINE ADJUSTMENT"

#BLA 20-0018

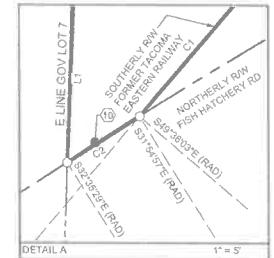
ASSESSOR'S PARCEL NOS.
010580027000 & 028327001000

LEWIS COUNTY, WASHINGTON

Drawn By:	Date:	Job No.:
B. RAINS	10/21/2020	20-112
Checked By:	Scale:	Sheet:
J. GOODMAN	1" = 70'	3 OF 3

MONUMENT NOTES

- FOUND REBAR W/ CAP "LS 18896 EAB", FLUSH WITH SURFACE, PER (R1) N27°53'34"E 2.49' FROM HELD MONUMENT POSITION.
- FOUND IRON PIPE, 1.0' BELOW THE SURFACE, ACCEPTED PER (PLAT).
- FOUND IRON PIPE, 0.2' BELOW THE SURFACE, ACCEPTED PER (PLAT).
- FOUND 1" IP W/ ALUMINUM CONDUIT INSIDE, 0.3' NORTHEASTERLY OF LINE N41°45'39"W 3.37' FROM CALCULATED POSITION.
- FOUND 3/4" IP 0.10' BELOW THE SURFACE, TOP PINCHED, ACCEPTED PER (PLAT).
- FOUND 1" IRON PIPE, 0.4' BELOW THE SURFACE, ACCEPTED PER (PLAT).
- FOUND 1" IRON PIPE 0.3' BELOW THE SURFACE, ACCEPTED PER (PLAT).
- FOUND 1" IRON PIPE, 0.3' BELOW THE SURFACE, ACCEPTED PER (PLAT).
- FOUND 1" IRON PIPE W/ PLUG AND FINISH NAIL, ACCEPTED PER (PLAT).
- FOUND 1" IRON PIPE W/ CAP "LS 936 G & O", NS4°40'06" 2.05' FROM SET REBAR & CAP.
- FOUND 7" CONC DIAMETER 3" BRASS TOL PROPERTY CORNER, HELD AS SE 1/16TH CORNER SECTION 2, PER (TCL).
- FOUND 1" IRON PIPE, 0.7' BELOW THE SURFACE, ACCEPTED PER (PLAT).
- FOUND REBAR W/ CAP "LS 18896 EAB", 0.1' BELOW THE SURFACE, N20°03'17"E 3.24' FROM SET REBAR, 1.01' EAST OF NORTH-SOUTH CENTERLINE OF SE 1/4 OF SE 1/4 SEC 2, AND 1.82' NW OF NORTHWESTERLY MARGIN OF FORMER EASTERN TACOMA RAILWAY.
- FOUND 3/4" IRON ROD W/ 2" WASHER 0.2' BELOW SURFACE, OF UNKNOWN ORIGIN IS 0.15' E OF NORTH-SOUTH CENTERLINE OF SE 1/4 OF SE 1/4 SEC 2 AND N05°05'51"E 3.61' FROM SET REBAR.
- FOUND REBAR W/ CAP "LS 18896 EAB", 0.1' BELOW THE SURFACE, S94°54'21"W 7.62' FROM SET REBAR AND 0.3' NW OF TACOMA CITY LIGHT PROJECT BOUNDARY LINE.



LOT AREAS

TRACT A:			
ORIGINAL AREA	8,890.00 S.F.	0.32 AC.	
NEW AREA	61,416.25 S.F.	1.41 AC.	
TRACT B:			
ORIGINAL AREA	8,915,122.8 S.F.	207.62 AC.	
NEW AREA	8,989,411.8 S.F.	208.43 AC.	

NOTE: AREA IDENTIFIED * ARE DERIVED FROM COUNTY ASSESSOR RECORDS

SURVEY DATA

EQUIPMENT USED: TOPCON GTS 225 5-SECOND TOTAL STATION.
METHOD: CLOSED CIRCUIT TRAVERSE WITH ACCURACIES AND CLOSURES EXCEEDING THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC CHAPTER 332-130-090