



## RESOLUTION NO. U-11352

1 A RESOLUTION relating to Tacoma Power; declaring surplus and  
2 authorizing the sale of utility-owned property to Eduardo  
Dominguez and Margarita Calderon.

3 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
4 Division (d.b.a. "Tacoma Power"), requests the Board declare surplus and  
5 approve the negotiated sale of approximately 1.29 acres of property  
6 ("Property"), identified as a portion of Pierce County Assessor Tax Parcel No.  
7 0317271012, located in a rural location in central unincorporated Pierce County  
8 near Graham, WA, used for electrical distribution, to Eduardo Dominguez and  
9 Margarita Calderon, and  
10

11 WHEREAS the Property currently is encumbered by a county road and  
12 this transaction will allow legal access to the Dominguez and Calderon property  
13 for development of a single-family residence, and  
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15 WHEREAS after the sale by Tacoma Power, the portion of the sale  
16 property improved with Kinsman Road E will be dedicated to Pierce County for  
17 continued use of the public road while Tacoma Power retains an easement  
18 therein, and  
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20 WHEREAS Tacoma Power does not need to own the property as  
21 ownership entails additional management time and expense, and

22 WHEREAS Tacoma Power's operational needs can be met through  
23 permanent easement rights alone as included in this transaction, and  
24  
25  
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WHEREAS the sale will generate one-time revenue for Tacoma Power at a proposed negotiated price of \$13,500.00, which takes into consideration the reservation of an easement to Tacoma Power for continued operations, and

WHEREAS, because this property is limited to right-of-way use, this type of sale is consistent with TPU Surplus Policy #121 adopted in 2020, and

WHEREAS, due to the retained easement rights, Tacoma Power has determined that ownership of the Property sought by Eduardo Dominguez and Margarita Calderon is not essential for continued effective utility service and has deemed the Property surplus to Tacoma Power's needs pursuant to RCW 35.94.040 and TMC 1.06.272-.278; Now, Therefore,

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

Sec. 1. That it is in the best interests of the City of Tacoma to approve the negotiated sale in fee of approximately 1.29 acres of property located in central unincorporated Pierce County near Graham, WA, identified as a portion of Pierce County Assessor Tax Parcel No. 0317271012, and as more fully described in the documents on file with the Clerk of the Board, to Eduardo Dominguez and Margarita Calderon, in the amount of \$13,500.00, with Tacoma Power retaining permanent easement rights.

Sec. 2. That ownership of the Property is not essential for continued effective utility service by Tacoma Power as long as Tacoma Power is granted permanent easement rights and thus the Property is properly declared surplus property and excess to Tacoma Power and TPU's needs.



Sec. 3. That 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 December 30, 2022.

Sec. 4. That the City Council is requested to hold a public hearing on this matter pursuant to RCW 35.04.040, and thereafter approve this recommended sale and authorize the proper officers of the City of Tacoma to execute all necessary documents, substantially in the same form as on file with the Clerk and approved by the City Attorney.

Approved as to form:

Chair

/s/  
Chief Deputy City Attorney

Secretary

Clerk

Adopted \_\_\_\_\_



## Board Action Memorandum

**TO:** Jackie Flowers, Director of Utilities  
**COPY:** Charleen Jacobs, Director and Board Offices  
**FROM:** John Nierenberg, Tacoma Power T&D Assistant Section Manager  
Greg Muller, Real Estate Officer, Real Property Services  
**MEETING DATE:** October 26, 2022  
**DATE:** October 14, 2022

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**SUMMARY:** Declare surplus and authorize the negotiated sale to Eduardo Dominguez and Margarita Calderon of approximately 1.29 acres of land in Tacoma Power property identified as a portion of Pierce County Assessor Tax Parcel No. 0317271012 located in the Graham – Eatonville vicinity of unincorporated Pierce County for \$13,500.00.

**BACKGROUND:** No previous request has been submitted to Board in relation to this proposal. The sale property is in a rural location in central unincorporated Pierce County near Graham and is used for electrical distribution. However, it is encumbered by a County road. This transaction will allow legal access to the Dominguez and Calderon property for development of a single family residence. After sale by Tacoma Power, the portion of the sale property improved with Kinsman Road E will be dedicated to Pierce County for continued use of the public road while Tacoma Power retains an easement therein. Tacoma Power does not need to own the property as ownership entails additional management time and expense. Operations needs can be met through permanent easement rights alone as included in this transaction. Additionally, the sale will generate one-time revenue for Tacoma Power. Tacoma Power has negotiated the sale price of \$13,500.00; this figure takes into consideration the reservation of an easement to Tacoma Power for continued operations. Also, because this property is limited to right-of-way use, this type of sale is consistent with TPU Surplus Policy #121 adopted in 2020. The sale is subject to both Public Utility Board and City Council approval. The acquisition documents 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 December 30, 2022.



**Board Action Memorandum**

**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:** Purchase and Sale Agreement; Background Memorandum to Board; Declaration of Surplus; Location Map

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



**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 November 8, 2022  
**DATE:** October 14, 2022

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**SUMMARY AND PURPOSE:**

To set Tuesday, November 29, 2022, as the date for a Public Hearing regarding the declaration of surplus and sale of Tacoma Power property consisting of approximately 1.29 acres of land identified as a portion of Pierce County Assessor Tax Parcel No. 0317271012, to Eduardo Dominguez and Margarita Calderon for \$13,500.00.

**BACKGROUND:**

The sale property is in a rural location in central unincorporated Pierce County near Graham and is used for electrical distribution. However, it is encumbered by a County road. This transaction will allow legal access to the Dominguez and Calderon property for development of a single family residence. After sale by Tacoma Power, the portion of the sale property improved with Kinsman Road E will be dedicated to Pierce County for continued use of the public road while Tacoma Power retains an easement therein. Tacoma Power does not need to own the property as ownership entails additional management time and expense. Operations needs can be met through permanent easement rights alone as included in this transaction. Additionally, the sale will generate one-time revenue for Tacoma Power. Tacoma Power has negotiated the sale price of \$13,500.00; this figure takes into consideration the reservation of an easement to Tacoma Power for continued operations. Also, because this property is limited to right-of-way use, this type of sale is consistent with TPU Surplus Policy #121 adopted in 2020. The acquisition documents were reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.

**COMMUNITY ENGAGEMENT/ CUSTOMER RESEARCH:**

The public may receive notice via publication of the City Council Agenda and Public Hearing notice. Further opportunity for neighborhood and broader public input will be available through the County permitting process at time of development. As the sale involves a small portion of utility land in a rural location in Pierce 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 Pierce County development regulations. The sale property lies outside the corporate limits of the City of Tacoma in unincorporated Pierce County with a "Moderate" Equity Index Score.



**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 November 29, 2022 as the date to hold a Public Hearing for the declaration of surplus and sale of Tacoma Power property consisting of approximately 1.29 acres of land, identified as a portion of Pierce County Assessor Tax Parcel No. 0317271012, to Eduardo Dominguez and Margarita Calderon for \$13,500.00.

**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 Surplus Property Location Map

### Sale to Dominguez and Calderon



- Approximately 1.29 Acres
- Portion of Pierce County TPN 0317271012
- Portion of Tacoma Power Right-of-Way
  - Retain Easement to Tacoma Power



## MEMORANDUM



Date: 10/07/2022

Mr. Carlos Watson, Chair  
Public Utility Board  
City of Tacoma, WA


Chair Watson,

In order to provide Board with early notice for the opportunity to make inquiries or provide feedback to a proposed TPU real property surplus disposition, attached please find the Declaration of Surplus for the proposed sale of an approximately 1.29 acre tract of Tacoma Power land located in rural Pierce County.

The Tacoma Power property proposed for sale was acquired in 1911 for a transmission line; however, the line was subsequently relocated and the property is currently used for electrical distribution only. At some undetermined point, Pierce County built a road (commonly referred to as Kinsman Road E) on the Tacoma Power property, with no record of its legal establishment. This transaction will allow legal access to the Dominguez and Calderon property for development of a single family residence. After sale by Tacoma Power, the portion of the sale property improved with Kinsman Road E will be dedicated to Pierce County for continued use of the public road while Tacoma Power retains an easement therein. Tacoma Power does not need to own the property as ownership entails additional management time and expense. Operational needs can be met through permanent easement rights alone as included in this transaction. Tacoma Power has negotiated the sale price of \$13,500.00; this figure takes into consideration the reservation of an easement to Tacoma Power for continued operations. Also, as this transaction is considered a right-of-way acquisition, it is exempt from TPU Surplus Policy #121 adopted in 2020.

Please let me know if any Board Member wishes additional details or would like to provide feedback to this proposed surplus disposition.

Respectfully,

DocuSigned by:  
  
808D15F89A9478

Jackie Flowers, Director of Utilities

Attachments:  
Declaration of Surplus  
Sale Property Location Map



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

Date: 10/07/2022

From: Jackie Flowers, Director of Utilities

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

Subject: Declaration of Surplus of Tacoma Power Property

Tacoma Power owns a tract of land identified as a 1.29-acre portion of Pierce County Assessor Tax Parcel Number 0317271012 located in the Graham – Eatonville vicinity of unincorporated Pierce County. Following is the Property Legal Description:

A strip of land 50 feet in width, 25 feet of even width on each side of the following described centerline extending across the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 27, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, described as follows:

Commencing at a cased monument on the North line of said Section which bears North 87°48'02" West a distance of 787.27 feet from another cased monument marking the Northeast corner of said Section; Thence continuing North 87°48'02" West along said North line a distance of 29.46 feet to the Point of Beginning of this strip description; Thence South 29°44'58" East a distance of 1585.15 feet to a point on the East line of said Northeast Quarter, 1295.80 feet North of the East Quarter corner of said Section, and end of said centerline.

Excepting therefrom that portion, if any, lying within 352nd Street E (aka SR 702).

Also excepting any portion thereof lying Southeasterly of the Easterly extension of the Southerly line of Lot 1, Amended Survey of parcel map entitled "McKenna-Horn Creek" recorded under Auditor's No. 9705190076, being an amendment to Auditor's No. 9704030427, records of Pierce County Washington.

The sidelines of said strip shall be extended or terminated to end at the Southerly margin of said 352nd Street East and at the Easterly extension of the Southerly line of said Lot 1. Situate in the County of Pierce, State of Washington.

Also known as a portion of Pierce County Assessor Tax Parcel No. 0317271012.

Subject to: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

Upon review by Tacoma Power management, subject to reservation of an easement for continued operations, it has been concluded that there is no foreseeable need for Tacoma Power to retain fee ownership of the property. Therefore, pursuant to City of Tacoma Municipal Code Section 1.06.280, I hereby certify that, subject to reservation of an easement for continued operations, 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:  
  
9705190076

Jackie Flowers, Director of Utilities

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



**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
LIGHT DIVISION  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
AGREEMENT NO. A3318**

**Reference No.: P2022-044 GWM**

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

**Buyer: Eduardo Dominguez and Margarita Calderon, a married couple  
Abbreviated**

**Legal Description: Portion of Northeast Qtr (NE¼), S27, T17N, R3E, W.M., Pierce Co., WA  
County: Pierce**

**Tax Parcel No.: Portion of Pierce County Assessor TPN 0317271012**

This REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_ (the Agreement Date) between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power)** a first class municipal corporation ("Seller") and Eduardo Dominguez and Margarita Calderon, a married couple, ("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 desires to purchase from Seller, and Seller desires to sell to Buyer, the Property on the terms and conditions set forth herein.

WHEREAS, Seller owns, operates, and maintains lines and appurtenances for electrical transmission, distribution, and/or service on the Property, Buyer will grant an easement to Seller encumbering the Property allowing Seller to continue to operate, maintain, and replace its current and future electrical lines and appurtenances.

WHEREAS, Seller owns, operates, and maintains lines and appurtenances for electrical transmission, distribution, and/or service on the Property, which infrastructure must be safeguarded and protected against damage by falling trees, Seller will retain all rights granted by that certain easement from Weyerhaeuser Timber Company to the City of Tacoma recorded February 28, 1912, in Volume 367 of Deeds, at Page 196, under Auditor's File No. 256235, records of Pierce County, WA, (attached hereto as **Exhibit "A"**).

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 Pierce and State of Washington, more particularly described as follows:

A strip of land 50 feet in width, 25 feet of even width on each side of the following described centerline extending across the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 27, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, described as follows:

Commencing at a cased monument on the North line of said Section which bears North 87°48'02" West a distance of 787.27 feet from another cased monument marking the Northeast corner of said Section; Thence continuing North 87°48'02" West along said North line a distance of 29.46 feet to the Point of Beginning of this strip description; Thence South 29°44'58" East a distance of 1585.15 feet to a point on the East line of said Northeast Quarter, 1295.80 feet North of the East Quarter corner of said Section, and end of said centerline.

Excepting therefrom that portion, if any, lying within 352nd Street E (aka SR 702).

Also excepting any portion thereof lying Southeasterly of the Easterly extension of the Southerly line of Lot 1, Amended Survey of parcel map entitled "McKenna-Horn Creek" recorded under Auditor's No. 9705190076, being an amendment to Auditor's No. 9704030427, records of Pierce County, Washington.

The sidelines of said strip shall be extended or terminated to end at the Southerly margin of said 352nd Street East and at the Easterly extension of the Southerly line of said Lot 1.

Situate in the County of Pierce, State of Washington.

Also known as a portion of Pierce County Assessor Tax Parcel No. 0317271012 (the "Property").

Subject to: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

2. Deposit. On the Agreement Date, Buyer shall deliver to Seller an earnest money deposit in the amount of Thirteen Thousand Five Hundred and No/100 U.S. Dollars (**\$13,500.00**) (the "Deposit") which is the full purchase price of the Property. The Deposit will be held by Seller pursuant to the terms of this Agreement. Any interest that accrues on the Deposit will be for the benefit of Seller, and if Buyer forfeits the Deposit to Seller pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be **THIRTEEN THOUSAND FIVE HUNDRED and No/100 U.S. Dollars (\$13,500.00)**, to which the Deposit shall be a fully applicable part. The Purchase Price, the Deposit amount, will be paid by Buyer 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. Further, at Closing, Buyer shall convey to Seller permanent easement rights in the Property for continued operation, maintenance, and replacement of lines and appurtenances for electrical transmission and/or distribution (the "Easement") and as substantially shown in **Exhibit "C"** attached hereto and by this reference incorporated herein.

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

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 Buyer acknowledges and agrees that this Agreement is conditioned upon the following:

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

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 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.

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 28 below, 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.

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.

6.2 Release. Except with respect to Seller's representations and warranties 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. 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.

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

7. Closing. This transaction will be closed outside of escrow. Closing will be held at the office of the Seller on or before **December 30, 2022** (the "Closing Date"). If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Seller will immediately terminate the sale and forward the Deposit to Buyer, less any portion of the Deposit due Seller under Section 11 of this Agreement. When notified by Seller, Buyer will deposit with Seller without delay all instruments and monies required to complete the transaction in accordance with this Agreement. "Closing," for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to Seller, and legal title passes to Buyer.

8. Closing Costs and Proration. Buyer shall pay state of Washington real estate excise taxes applicable to the sale, if any, and 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 Deposit will be returned to Buyer.

10. Possession. Seller shall deliver possession of the Property to Buyer upon Closing.
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 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<sup>nd</sup> Floor  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
e-mail: [gmuller@cityoftacoma.org](mailto:gmuller@cityoftacoma.org)

Buyer: Eduardo Dominguez and Margarita Calderon  
2908 163<sup>rd</sup> Avenue East  
Lake Tapps, WA 98391  
e-mail: [calderonmargo5@gmail.com](mailto:calderonmargo5@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".

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. 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, Date  
Director of Utilities

\_\_\_\_\_  
Chris Robinson,  
Power Superintendent

Approved as to form:

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

City of Tacoma Review

\_\_\_\_\_  
Joseph A. Wilson,  
Power Section Manager

\_\_\_\_\_  
John Nierenberg,  
Power Section Assistant Manager

\_\_\_\_\_  
Gary Allen, PLS  
Tacoma Public Works Chief Surveyor

\_\_\_\_\_  
Andrew Cherullo,  
Director of Finance

BUYER:

EDUARDO DOMINGUEZ AND  
MARGARITA CALDERON

\_\_\_\_\_  
Eduardo Dominguez Date

\_\_\_\_\_  
Margarita Calderon Date

## EXHIBIT "A"

256235  
D781

1911-032

EASEMENT

THIS INDENTURE, Made this 20th day of December, A. D. 1911, by the MEYERHAUSER TIMBER COMPANY, a corporation duly incorporated under the laws of the State of Washington, as party of the first part, and THE CITY OF TACOMA, a municipal corporation of the first-class, in the County of Pierce in the State of Washington, as party of the second part, WITNESSETH:

THAT WHEREAS, The City of Tacoma, the party of the second part herein, passed an ordinance numbered 3526, on the 16th day of December, 1908, which was approved by John W. Linck, Mayor, on December 17th, 1908, and recorded in Vol. K. of Ordinances, on pages 358 to 368 inclusive, which provides for the construction of a municipal power plant and for acquiring, by purchase or condemnation, the necessary rights-of-way and easements for the development of such power plant, and the transmission of power therefrom, to the City of Tacoma,

AND WHEREAS, the party of the first part, is the owner of certain lands which will be affected by, and through, over and across which the rights-of-way and easements required by the party of the second part for such purpose will run, which said lands are described as follows, to-wit:

The Northeast quarter (NE $\frac{1}{4}$ ) of Section Twenty-nine (29); the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Seventeen (17) in Township Sixteen (16) North, Range Four East of W. M. The Northeast quarter (NE $\frac{1}{4}$ ) of Section Twelve (12); The Northwest quarter (NW $\frac{1}{4}$ ) of Section One (1) in Township Sixteen (16) North, Range Three (3) East of W.M. All of Section Thirty-five (35); the Northeast quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27); the Southwest quarter (SW $\frac{1}{4}$ ) of

NE 29-16-4E  
SW 17-16-4E  
NE 12-16-3E  
NW 1-16-3E  
NW, NE, SW 15-17-3E  
NE 27-17-3E  
NW, SW 15-17-3E  
NE & SE 9-17-3E  
NW 3-17-3E

SR 7  
N/S only

1840

E-846

Dec D-781

FILE COPY

28

Section Fifteen (15); the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Fifteen (15); the East half of the East half (E $\frac{1}{2}$  of E $\frac{1}{2}$ ) of Section Nine (9); and the West half of the Northwest quarter (W $\frac{1}{2}$  of NW $\frac{1}{4}$ ) of Section Three (3) in Township Seventeen (17) North, Range Three (3) East of W. M.

AND WHEREAS, the party of the first part has agreed to sell and convey to the party of the second part, certain rights-of-way and easements to cut timber, as will be required by the said party of the second part in the construction, operation and maintenance of the transmission line of said power plant, for a consideration in money upon the basis and equal to the sum of the following amounts, that is to say: Total acreage of land conveyed at Twenty-five (\$25.00) Dollars per acre; total amount of timber at Two Dollars and Fifty cents (\$2.50) per thousand feet; total amount of piling and poles at one cent (1¢) per lineal foot, and for the further consideration of certain grants, conditions, agreements and reservations for the use and benefit of the party of the first part, and its successors and assigns, to be more specifically set forth hereafter in this agreement.

NOW THEREFORE, in consideration of the sum of Twenty-one Thousand and Seventy-seven Dollars and Seventy-eight cents (\$21,077.78) in money, in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, and of the grants, covenants, conditions and reservations hereinafter set forth, said party of the first part does hereby Bargain, Sell, Grant and Convey unto the said party of the second part, and to its successors and assigns, the lands and easements hereinafter set forth and described, situated and being in the County of Pierce, in the State of Washington, as and for a right-of-way for the construction, operation and maintenance of a transmission line for the conveyance of electric current, which said lands are more particularly described as follows:

(Here follows a description of land conveyed by Deed from the Weyerhaeuser Timber Company and not included herein for the reason that it has been abstracted and indexed under Deeds, taking Controller's No. D-781).

And also, for the consideration hereinbefore mentioned, and for the purpose of safeguarding and protecting the construction, operation and maintenance of the transmission line or lines of the party of the second part against damage by falling trees, there is hereby granted and conveyed to the party of the second part, and to its successors and assigns, an easement to enter upon the following described lands owned by the party of the first part, that is to say:

The Northeast quarter ( $NE\frac{1}{4}$ ) of Section Twenty-nine (29); The Southwest quarter of the southwest quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section Seventeen (17) in Township Sixteen (16) North, Range Four (4) East of W.M. The Northeast quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12); the Northwest quarter ( $NW\frac{1}{4}$ ) of Section One (1) in Township Sixteen (16) North, Range Three (3) East of W. M. All of Section Thirty-five (35); the Northeast quarter ( $NE\frac{1}{4}$ ) of Section Twenty-seven (27); the Southwest quarter ( $SW\frac{1}{4}$ ) of Section Fifteen (15); the Southwest quarter of the Northwest quarter ( $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section Fifteen (15); the East half of the East half ( $E\frac{1}{2}$  of  $E\frac{1}{2}$ ) of Section Nine (9); and the West half of the Northwest quarter ( $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ) of Section Three (3) in Township Seventeen (17) North, Range Three (3) East of W.M., for a distance of 200 feet from the right-of-way of said transmission line or lines as the said right-of-way crosses or runs through or adjacent to the lands of the party of the first part above described, at any and all times hereafter, during the construction, operation and maintenance of said transmission line or lines, and to cut down and remove any dead, decayed or leaning tree or trees standing on said lands of the party of the first part

-1970-  
E-846

within 200 feet of the right-of-way of the said transmission line or lines of the party of the second part, which said tree or trees is or are, in the judgment of the party of the second part, liable to fall upon or damage said transmission line or lines, provided however, that no tree shall be cut down or removed from the lands of the party of the first part above described before the same shall have been first designated and plainly marked by the party of the second part as a danger tree and estimated by the party of the first part, and paid for by the party of the second part on the basis hereinbefore set out, that is to say:

Timber at \$2.50 per thousand Ft., board measure.

Piling and Poles 1 cent per lineal foot.

And it is hereby mutually understood and agreed that all the trees which are now, at the date of this instrument, considered by the party of the second part as danger trees have been plainly marked, estimated and paid for by the party of the second part on the basis above set out and included in the consideration in money above recited.

This conveyance is subject to certain rights, privileges, easements, conditions and reservations, granted to and reserved by the party of the first part, and without which this conveyance would not have been given, which are hereby agreed to by the parties of the first and second parts herein, as covenants running with the land, to be kept, observed and recognized by the party of the second part, its successors and assigns forever, that is to say:

1.

The party of the first part and its successors and assigns shall have, and is hereby given and granted, the right to cross and re-cross the strips of land heretofore

1370

E 846

conveyed, with logging roads, wagon roads, skid roads, tramways, horses, persons, or by any other means, upon grade or otherwise, for the purpose of conducting the operation of logging all the timber situated on lands owned by the party of the first part, and its successors and assigns, adjacent to or in the immediate vicinity thereof, including all timber standing or being on the two hundred foot strips adjacent to the right-of-way herein described, provided however, such crossings shall not materially interfere with the use of the lands granted to the party of the second part herein, as and for a right-of-way for a transmission line for electric current as herein specified.

2.

That all timber standing on the lands conveyed to the City of Tacoma herein, or upon the two hundred foot strips on either side of the rights-of-way to be used for a transmission line, above referred to, shall be felled so as to lodge on such lands and not upon the lands of the party of the first part adjoining, and further, that the right-of-way above described, together with the two hundred foot strips adjacent thereto, upon which the easement to cut and remove timber is herein given, shall be cleared by the City of Tacoma in such manner that all tops, limbs, and debris shall be removed therefrom, by burning or otherwise, so that the hazard of fire shall be reduced to a minimum.

3.

There is hereby reserved to the party of the first part, and to its successors and assigns, all of the minerals, oils, gases, coal, stone and fossils, underneath the surface of the land herein conveyed, together with the right to explore for, mine and remove all such materials, at any time, and in such manner as shall be considered necessary or convenient by





D-781

Weyerhaeuser Timber Co. Dec 20. 1911  
\$ 21,077.78

Nisqually Trans. Lands.

DESCRIPTION Deed N <sup>o</sup> 781	Plant of	Item No.	Date	Amount	Total
Description 1	P-7A	1	Approved 1912 Dec 19 15	2,883.50	
" 2	P-7A	3		115.53	
" 3	P-7A	7		2,616.35	
" 4	P-7A	8		2,864.00	
" 5	P-7A	9		5,358.80	
" 6	P-7A	10		1,469.70	15,807.58
" 7	P-7A	12		2,511.50	17,849.38
Embankment	P-3a	19		1,472.40	3,228.10
"	P-3a	21		1,860.00	
"	P-3a	25		960.00	3,292.40
					21,141.16

1310

Deed Consideration 21,077.78  
Entered Plant Ledger 21,141.78  
Over-entred 60.00

6 1310 - for abstract & Reference.

17949  
3228  
21141

E-846

21141  
21077  
664

## **EXHIBIT "B"**

### **After Recording Mail To:**

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

### **CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES QUIT CLAIM DEED NO. D6787**

Reference No.	P2022-044 GWM
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	Eduardo Dominguez and Margarita Calderon, a married couple
Abbr. Legal Description:	Portion of Northeast Qtr (NE¼), S27, T17N, R3E, W.M., Pierce Co., WA
Tax Parcel No:	Portion of TPN 0317271012

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 Thirteen Thousand Five Hundred and No/100 U.S. Dollars (\$13,500.00), hereby conveys and quit claims to Eduardo Dominguez and Margarita Calderon, a married couple, as Grantee, all its interest in the following described real property situate in Pierce County, State of Washington, to-wit:

A strip of land 50 feet in width, 25 feet of even width on each side of the following described centerline extending across the Northeast Quarter of the Northeast

Quarter and the Southeast Quarter of the Northeast Quarter of Section 27, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, described as follows:

Commencing at a cased monument on the North line of said Section which bears North 87°48'02" West a distance of 787.27 feet from another cased monument marking the Northeast corner of said Section; Thence continuing North 87°48'02" West along said North line a distance of 29.46 feet to the Point of Beginning of this strip description; Thence South 29°44'58" East a distance of 1585.15 feet to a point on the East line of said Northeast Quarter, 1295.80 feet North of the East Quarter corner of said Section, and end of said centerline.

Excepting therefrom that portion, if any, lying within 352nd Street E (aka SR 702).

Also excepting any portion thereof lying Southeasterly of the Easterly extension of the Southerly line of Lot 1, Amended Survey of parcel map entitled "McKenna-Horn Creek" recorded under Auditor's No. 9705190076, being an amendment to Auditor's No. 9704030427, records of Pierce County, Washington.

The sidelines of said strip shall be extended or terminated to end at the Southerly margin of said 352nd Street East and at the Easterly extension of the Southerly line of said Lot 1.

Situate in the County of Pierce, State of Washington.

Also known as a portion of Pierce County Assessor Tax Parcel No. 0317271012 (the "Property").

Subject to: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

Authorized by City Council Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_,  
at the request of Public Utility Board Resolution No. U- \_\_\_\_\_ adopted  
\_\_\_\_\_.

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

CITY OF TACOMA

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

Attest:

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

**Accepted by Grantee**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

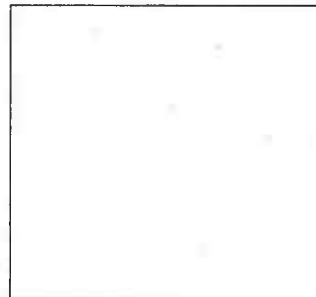
P2022-044/D6787

STATE OF WASHINGTON )  
 )  
COUNTY OF PIERCE )

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

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

Place Notary Seal in Box



\_\_\_\_\_  
Notary Public in and for the State  
of Washington  
Residing in \_\_\_\_\_

P2022-044/D6787

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

APPROVED:

\_\_\_\_\_  
Jackie Flowers                      Date  
Director of Utilities

AUTHORIZED:

\_\_\_\_\_  
Chris Robinson                      Date  
Power Superintendent

REVIEWED:

\_\_\_\_\_  
Joseph A. Wilson,                      Date  
Transmission and Distribution Power Section Manager

\_\_\_\_\_  
John Nierenberg,                      Date  
Transmission and Distribution Power Section Assistant Manager

\_\_\_\_\_  
Gary Allen, PLS                      Date  
Public Works Chief Surveyor

\_\_\_\_\_  
Andrew Cherullo,                      Date  
Director of Finance

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Smith,                      Date  
Deputy City Attorney

## EXHIBIT "C"

WHEN RECORDED RETURN TO:  
Tacoma Public Utilities  
Real Property Services  
PO Box 11007, Tacoma, WA 98411

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**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**EASEMENT NO. 13838**

Reference No.	P2022-044 GWM
Grantors:	Eduardo Dominguez and Margarita Calderon, a married couple
Grantee:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Legal Description:	Portion of Northeast Qtr (NE¼), S27, T17N, R3E, W.M., Pierce Co., WA
Complete Description:	Exhibit A
Tax Parcel No.:	Portion of TPN 0317271004

WE, the undersigned Eduardo Dominguez and Margarita Calderon, a married couple, record owner of the premises hereinafter described, hereinafter referred to as "Grantors", for good and valuable consideration from the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), hereinafter referred to as "Tacoma Power" and/or "Grantee", the receipt of which is hereby acknowledged, do hereby grant unto said Tacoma Power, its successors and assigns, an easement for ingress and egress and for the construction, operation, maintenance, alteration, repair, and replacement of existing and future overhead, aboveground, and underground utilities including, but not limited to, transmission, distribution, service, and communications/data lines and wires, guy wires, towers, poles, conduits and all associated appurtenant equipment in, upon, over, under,



through, along and across the following real property situate and being in the County of Pierce, State of Washington, to-wit:

As described in Exhibit "A" and as depicted in Exhibit "B", both attached hereto and by this reference incorporated herein;

Together with the right to trim and keep trimmed all vegetation located upon the tracts of land above described.

It is agreed that the Grantors and their successors shall not construct any permanent structures within the easement area without Tacoma Power's prior written approval; any such permanent structures must meet all applicable safety standards, regulations and codes in effect at time such approval is requested. Approval or denial of any request shall be at the sole discretion of Tacoma Power; provided that the easement area may be used for public road purposes and private driveway ingress/egress to the extent such use does not interfere with Grantee's use of the property or the operation and maintenance of the facilities for which the easement was granted. The Grantors shall at all times provide access to Tacoma Power staff and its contractors to change, repair, renew or remove said equipment or facilities. The Grantors herein further grant to Tacoma Power, its contractors and/or agents, the right to hereafter temporarily enter upon the Grantors' remaining lands where necessary to construct, replace, or maintain said facilities.

The Grantors, their successors and assigns, do hereby agree to indemnify, defend and save harmless Tacoma Power, its officers, employees, agents and volunteers from and against any and all claims, demands, lawsuits, damages, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising directly or indirectly out of any act or omission of the Grantor, its agents, contractors, licensees or guests and involving the subject matter of this Easement. The foregoing shall expressly apply to any and all actual or alleged injury to persons

(including death) and/or damage to property, except to the extent such injury or damage results from the fault of Tacoma Power, its officers, employees, agents or volunteers. The term "fault" as used herein shall have the meaning set forth in RCW 4.22.015, as that statute may hereafter be amended.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

P2022-044 GWM / E13838

IN WITNESS WHEREOF, We have executed this instrument at \_\_\_\_\_  
County, Washington, on this \_\_\_\_\_.

\_\_\_\_\_  
Eduardo Dominguez

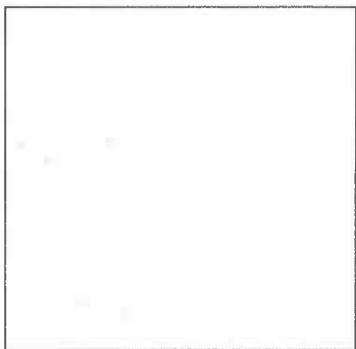
\_\_\_\_\_  
Margarita Calderon

STATE OF WASHINGTON     )  
  ) §  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me Eduardo Dominguez and Margarita Calderon, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal on \_\_\_\_\_.

Place Notary Seal in Box



\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_  
Residing in \_\_\_\_\_

P2022-044 GWM / E13838

Dated \_\_\_\_\_

Accepted:

\_\_\_\_\_  
Chris Robinson                      Date  
Power Superintendent

Reviewed:

\_\_\_\_\_  
Joseph A. Wilson,                      Date  
Transmission and Distribution Power Section Manager

\_\_\_\_\_  
John Nierenberg,                      Date  
Transmission and Distribution Power Section Assistant Manager

\_\_\_\_\_  
Gary Allen, PLS                      Date  
Public Works Chief Surveyor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Smith,                      Date  
Deputy City Attorney

**City of Tacoma - Department of Public Utilities  
Light Division Easement No. 13838**

**Northeast Quarter (NE ¼) of Section 27, Township 17 North, Range 3 East, W.M.,  
in Pierce County, Washington.**

A strip of land 50 feet in width, 25 feet of even width on each side of the following described centerline extending across the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 27, Township 17 North, Range 3 East, W.M., in Pierce County, Washington, described as follows:

Commencing at a cased monument on the North line of said Section which bears North 87°48'02" West a distance of 787.27 feet from another cased monument marking the Northeast corner of said Section; Thence continuing North 87°48'02" West along said North line a distance of 29.46 feet to the Point of Beginning of this strip description; Thence South 29°44'58" East a distance of 1585.15 feet to a point on the East line of said Northeast Quarter, 1295.80 feet North of the East Quarter corner of said Section, and end of said centerline.

Excepting therefrom that portion, if any, lying within 352nd Street E (aka SR 702).

Also excepting any portion thereof lying Southeasterly of the Easterly extension of the Southerly line of Lot 1, Amended Survey of parcel map entitled "McKenna-Horn Creek" recorded under Auditor's No. 9705190076, being an amendment to Auditor's No. 9704030427, records of Pierce County, Washington.

The sidelines of said strip shall be extended or terminated to end at the Southerly margin of said 352nd Street East and at the Easterly extension of the Southerly line of said Lot 1.

Situate in the County of Pierce, State of Washington.

Also known as a portion of Pierce County Assessor Tax Parcel No. 0317271004.

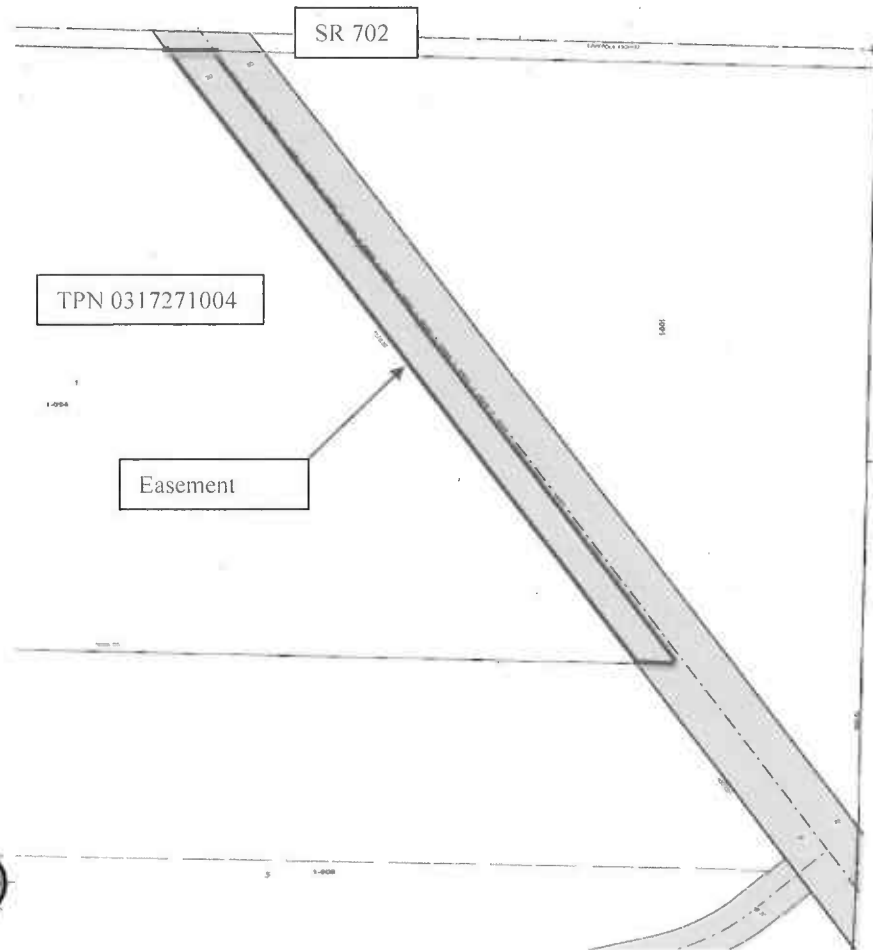
**Reference No.  
P2022-044 GWM**

Legal Description reviewed for Tacoma Power by  
Public Works Chief Surveyor,  
\_\_\_\_\_

**Exhibit A**

**City of Tacoma - Department of Public Utilities  
Light Division Easement No. 13838**

**Northeast Quarter (NE ¼) of Section 27, Township 17 North, Range 3 East, W.M.,  
in Pierce County, Washington.**



**REAL PROPERTY SERVICES ILLUSTRATION**

**Reference No.  
P2022-044 GWM**

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

**Exhibit B**