



DATE: 6/20/2025
TO: City of Tumwater
Attn: Meridith Greer
555 Israel Road
Tumwater, WA 98501

RE: **Project Name:** City of Tumwater – Percival Creek Fish Passage
Property Owner: Chris and Kimberly Reykdal
Project Parcel No. 12833110500
TRW File Number: 22WR00-501.01

DOCUMENT(S) TRANSMITTED:

Hand Delivered US Mail Pick-up Other

Date	No.	Item
6/17/2024	1	Offer Letter
6/17/2024	2	Temporary Construction Easement – Needs City signature
6/17/2024	3	Real Estate Excise Tax Affidavit – Needs City signature
6/17/2024	4	Real Property Voucher – Needs City signature

- For your Approval & Process
- For your Information
- As Requested
- For your Signature
- For your Use
- For Review & Comment
- Other:

COMMENTS:

Please let me know if you have any questions.

Thank you,

Kristian Azizeh
Project Manager
Tierra Right of Way Services, Ltd.
8685 Martin Way E., Ste 203, Lacey, WA 98516
206.677.8355 office | 800. 887.0847 | www.tierra-row.com

RECEIVED BY: _____

DATE: _____





A C L S C O M P A N Y

June 17, 2024

Chris & Kim Reykdal
2311 Sapp Road Southwest
Tumwater, WA 98512

Offer Letter

Project Title: Percival Creek Fish Passage Barrier Removal
Federal Aid No.: PROTECT-5210(003)
Parcel No.: 12833110500

Dear Mr. & Mrs. Reykdal:

The City of Tumwater (Agency) plans to proceed with the above-titled public project. The project involves the replacement of a full barrier culvert with a four-sided box culvert. Additionally, the project will include the placement of large wooden material structures and the regrading of the stream. The project also includes the reconstruction of the roadway and the addition of bike lanes and sidewalks.

The purpose of this letter is to notify you of the following:

- The Agency's interest in acquiring your property and/or property rights for this project.
The Agency's determination of just compensation for your property and/or property rights.
The basic protections afforded to you by law.

As outlined below, the Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency's offer is as follows:

Table with 3 columns: Description, Calculation, and Amount. Rows include Temporary Construction Easement, Improvements, and Total Amount.



An administrative offer is based upon market research and is used when the property rights being acquired involve compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the Agency's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency's offer. The Agency will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property rights purchased and responsible for its control and management.

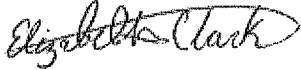
If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

- A plan sheet showing the property rights needing to be acquired
- The necessary legal documents for the transferring of the property or property rights.
- Real Estate Excise Tax Affidavit
- Real Property Voucher
- W-9 per IRS requirements
- A copy of the valuation of your property
- Title Report
- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)

This letter has been sent to provide a concise statement of Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

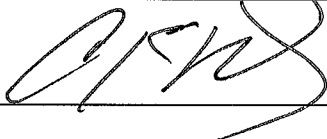
Sincerely,



Elizabeth Clark
Right of Way Agent
Tierra Right of Way Services, Ltd.
8685 Martin Way E. Suite #203 Lacey, WA 98516
eclark@tierra-row.com
564.214.5610 | <https://www.tierra-row.com/>

Enclosures

Acknowledgment of receipt of Offer Letter

Signature:  Date: 6/17/24

Signature above does not mean acceptance or rejection of offer.

When Recorded Mail To:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
Attn: Brandon Hicks

TEMPORARY EASEMENT
Percival Creek Fish Passage Barrier Removal

Grantor (s): Christopher P. Reykdal and Kimberly E. Reykdal, husband and wife
Grantee (s): CITY OF TUMWATER, a Washington Municipal Corporation
Property Legal Description (abbreviated): PTN of PTN NE1/4 NE1/4 33-18-2W
Assessor's Tax Parcel ID#(s): A portion of 12833110500

The Grantors, Christopher P. Reykdal and Kimberly E. Reykdal, husband and wife, for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, grant, convey, and warrant, to the CITY OF TUMWATER, a Washington municipal corporation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands, Property, for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project, Project.

Said Property being situated in Tumwater, Washington, and legally described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

1. Purpose. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon the Property for the purpose of the construction of the Percival Creek Fish Passage Barrier Removal project. The site will be used to access Percival Creek with large machinery to help place the retaining wall, culvert, and realign the stream channel. The trees on the property will be protected during construction. Upon completion of the work the ground will be graded to its pre-construction position and all disturbed soil will be hydroseeded with long term mulch and fertilizer.

2. Term. The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and will have an active construction period of one-year and an inactive construction period of 2.08-years and shall terminate on December 31, 2026.

It is further agreed that this Temporary Easement may be extended by up to one-year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantors in writing, and render payment, prior to exercising this option.

3. Indemnification. Grantors agree to indemnify, defend, and hold Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.

4. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Tumwater unless and until accepted and approved hereon in writing for the City of Tumwater, by its authorized agent.

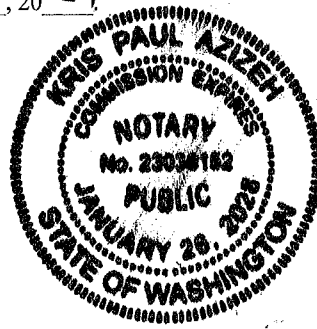
****Signatures on the following page****

DATED THIS 17th day of June, 2024

GRANTORS:

[Signature]
Signature
Name Printed: Christopher P. Reykdal
Title: Owner

State of Washington)
County of Thurston) ss



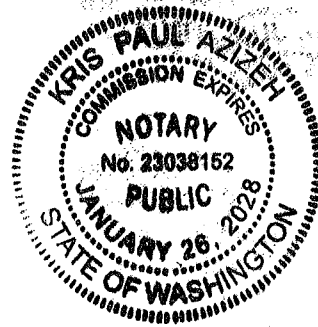
I certify that I know or have satisfactory evidence that Chris Reykdal is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 2024

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 1/26/2028

[Signature]
Signature
Name Printed: Kimberly E. Reykdal
Title: Owner

State of Washington)
County of Thurston) ss



I certify that I know or have satisfactory evidence that Kim Reykdal is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 17, 2024

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 1/26/2028

City of Tumwater

Debbie Sullivan, Mayor

EXHIBIT A

Temporary Construction Easement

BEING a tract of land located in the Northeast One-Quarter of the Northeast One-Quarter of Section 33, Township 18 North, Range 2 West, Willamette Meridian, in the City of Tumwater, Thurston County, Washington and being more particularly described as follows:

COMMENCING FROM the Northeast corner of said Section 33;

Thence North 88°45'13" West, along the north line of said Section 33, 763.43 feet to a point;

Thence South 02°14'22" West 20.00 feet the **TRUE POINT OF BEGINNING** of the herein described easement being in the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence South 88°45'13" East, along the south right-of-way line of Sapp Road SW, 65.00 feet to a point;

Thence South 63°10'02" West 74.36 feet to the west line of the East 100 feet of the West half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 33;

Thence North 02°14'22" East 35.01 feet to the **POINT OF BEGINNING**;

Contains 1,137 square feet, more or less.

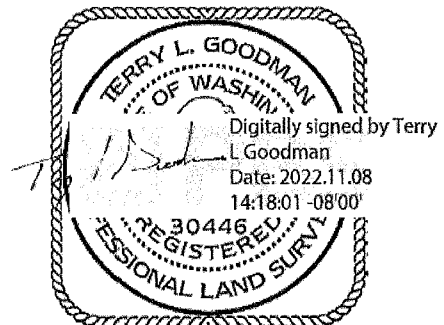


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Thence North $02^{\circ}14'22''$ East 35.01 feet to the **POINT OF BEGINNING**;

Contains 1,137 square feet, more or less.

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after March 1, 2023. This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

Check box if partial sale, indicate % sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Chris and Kim Reykdal, husband and wife

Mailing address 2311 Sapp Road Southwest
City/state/zip Tumwater, Washington 98512
Phone (including area code) 360-790-3151

2 Buyer/Grantee

Name City of Tumwater

Mailing address 555 Israel Road Southwest
City/state/zip Tumwater, Washington 98501
Phone (including area code)

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name Same as Seller/Grantor

Mailing address
City/state/zip

Table with 3 columns: List all real and personal property tax parcel account numbers, Personal property?, Assessed value(s). Row 1: PTN 12833110500, \$ 654,600.00

4 Street address of property 2311 Sapp Road Southwest

This property is located in Tumwater (for unincorporated locations please select your county)

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached Exhibit A

5 11 - Household, single family units

Enter any additional codes N/A (see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? Yes No

Is this property receiving special valuation as historical property per RCW 84.26? Yes No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: does does not qualify for continuance.

Deputy assessor signature Date

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature Print name

7 List all personal property (tangible and intangible) included in selling price.

N/A

If claiming an exemption, list WAC number and reason for exemption.

WAC number (section/subsection) 458-61A-206 Reason for exemption

Threat of Eminent Domain

Type of document Temporary Construction Easement

Date of document

Table with 2 columns: Description, Amount. Rows include: Gross selling price 1,400.00, *Personal property (deduct) 0.00, Exemption claimed (deduct) 1,400.00, Taxable selling price 0.00, Excise tax: state (Less than \$525,000.01 at 1.1% 0.00, From \$525,000.01 to \$1,525,000 at 1.28% 0.00, From \$1,525,000.01 to \$3,025,000 at 2.75% 0.00, Above \$3,025,000 at 3% 0.00, Agricultural and timberland at 1.28% 0.00, Total excise tax: state 0.00, Local 0.0050, *Delinquent interest: state 0.00, Local 0.00, *Delinquent penalty 0.00, Subtotal 0.00, *State technology fee 5.00, Affidavit processing fee 5.00, Total due 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Name (print) Date & city of signing

Signature of grantee or agent Name (print) Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.



Chris Reykdal <chris4wakids@gmail.com>

To: Kristian Azizeh



Thu 6/20/2024 10:59 AM

REDACTED FOR PUBLIC RELEASE
DATE: 06/20/2024
BY: [REDACTED]

Yes

On Thu, Jun 20, 2024, 10:34 AM Kristian Azizeh <kazizeh@tierra-row.com> wrote:
Okay, got it. I just found out that (with your permission) I can sign the REETA as your agent. That be okay with you?



Kris Azizeh

Project Manager, Pacific Northwest

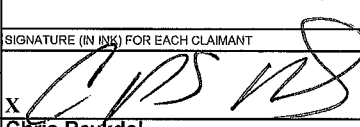
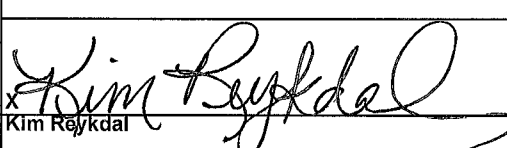
Tierra Right of Way Services, Ltd.

3685 Martin Way E. #203, Leacey, WA 98516

206.677.8335 office | 800.887.0847 | www.tierra-row.com

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REAL PROPERTY VOUCHER

AGENCY NAME City of Tumwater 555 Israel Road Southwest Tumwater, WA 98501		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Chris and Kim Reykdal 2311 Sapp Road Southwest Tumwater, WA 98512		TIN/SSN: 531-96-5725	SIGNATURE (IN INK) FOR EACH CLAIMANT X  Chris Reykdal	DATED 6/17/24
PROJECT NO. AND TITLE Percival Creek Fish Passage Barrier Removal		X  Kim Reykdal		DATED 6.17.24
FEDERAL AID NO. PROTECT-5210(003)	PARCEL NO. 12833110500			
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Temporary Construction Easement: 1,137 SF			+	\$1,400 ®
IMPROVEMENTS: One mature cyprus tree, three mature trees, one mature rhododendron, and two medium deciduous trees				\$7,850.00
DAMAGES: Cost to Cure Proximity Other			+	
SPECIAL BENEFITS				
JC (Just Compensation) Amount				\$9,250.00
REMAINDER: Uneconomic Remnant Excess Acquisition			+	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other				
ADMINISTRATIVE SETTLEMENT			+	
STATUTORY EVALUATION ALLOWANCE			+	
ESCROW FEE			+	
REAL ESTATE EXCISE TAX			+	
OTHER:				
ACQUISITION AGENT <i>Elizabeth Clark</i>		DATE 6/17/24	Voucher No.	TOTAL AMOUNT PAID \$9,250.00
AUTHORIZED AGENT FOR AGENCY		DATE		