



## RESOLUTION NO. U-11029

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A RESOLUTION related to the purchase of materials, supplies, equipment and the furnishing of services; authorizing the City officials to enter into contracts and, where specified, waive competitive bidding requirements, authorize sale of surplus property, or increase or extend existing agreements.

WHEREAS the City of Tacoma, Department of Public Utilities, requested bids/proposals for the purchase of certain materials, supplies, equipment and/or the furnishing of certain services, or proposes to purchase off an agreement previously competitively bid and entered into by another governmental entity, or for the sales of surplus, or desires to increase and/or extend an existing agreement, all as explained by the attached Exhibit "A," which by this reference is incorporated herein, and

WHEREAS in response thereto, bids/proposals (or prices from another governmental agreement) were received, all as evidenced by Exhibit "A," and

WHEREAS the Board of Contracts and Awards and/or the requesting division have heretofore made their recommendations, which may include waiver of the formal competitive bid process because it was not practicable to follow said process, or because the purchase is from a single source, or there is an emergency that requires such waiver, and/or waiver of minor deviations, and in the case of sale of surplus, a declaration of surplus has been made certifying that said items are no longer essential for continued effective utility service, as explained in Exhibit "A," and



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WHEREAS the Director requests authorization, pursuant to TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve term extensions and renewals for all items contained in Exhibit "A;" Now, therefore,

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

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the Board of Contracts and Awards and/or the requesting division, and approves, as appropriate: (1) the purchase and/or furnishing of those materials, supplies, equipment or services recommended for acceptance; (2) the sale of surplus materials, supplies or equipment recommended for acceptance; (3) the Interlocal agreement that authorizes purchase off another governmental entity's contract; (4) the increase and/or extension of an existing agreement, and said matters may include waiver of the formal competitive bid process and/or waiver of minor deviations, all as set forth on Exhibit "A," and authorizes the execution, delivery and implementation of appropriate notices, contracts and documents by the proper officers of the City for said transactions, and (5) the administrative authority of the Director, per TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve term extensions and contract renewals for all items in Exhibit "A."

Approved as to form and legality:

  
\_\_\_\_\_  
Chief Deputy City Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

Adopted \_\_\_\_\_

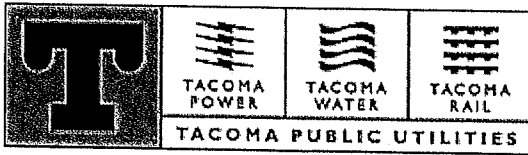


EXHIBIT "A"

RESOLUTION NO.: U-11029

ITEM NO.: #1

MEETING DATE: OCTOBER 10, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Steve Hatcher, TPU Customer Services Manager  
Francine Artis, Assistant Customer Services Supervisor, TPU Customer Services, Customer Solutions  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark, Finance/Purchasing  
**SUBJECT:** Financial Education Training Provided to Utility Customers – October 10, 2018  
**DATE:** September 27, 2018

**RECOMMENDATION SUMMARY:**

TPU Customer Services recommends a contract be awarded to **Goodwill of the Olympics and Rainer Region, Tacoma, WA**, for financial education services to be provided to utility customers in the amount of \$210,000 with option to renew for three subsequent one-year periods for a total potential contract amount of \$420,000, plus applicable taxes.

**BACKGROUND:**

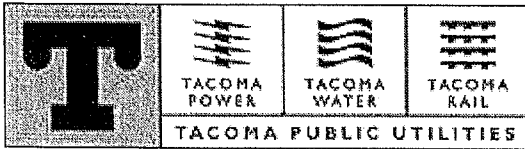
TPU Customer Services was authorized in June 2018 to directly negotiate and award a contract to **Goodwill of the Olympics and Rainer Region** for financial education services to utility customers under the Bill Credit and Assistance Program (BCAP), in the amount of \$210,000 with option to renew for three subsequent one-year periods for a total potential contract amount of \$420,000, plus applicable taxes. The concept for providing utility credits for customers who complete a financial education program is so new that Customer Services wanted to first offer it as a pilot. The hope is by making financial education available for TPU customers enrolled in the Discount or Bill Credit Assistance Program, we will see evidence the concept is working. Increased participation levels will then warrant expansion and partnerships with other community agencies.

**ISSUE:** TPU supports customers that seek utility assistance when they are already in financial crisis. Historically, the assistance offered provided a lump sum that was only available once per year. The new Bill Credit Assistance Program (BCAP) provides an opportunity for customers to achieve credits throughout the year with hopes of preventing future crisis.

**ALTERNATIVES:** Maintain the BCAP program without financial education services and risk not meeting the needs of the community along with not meeting Customer Services strategic goals or select South Sound Outreach Services for an additional annual cost of \$10,000.

**COMPETITIVE ANALYSIS:**

Goodwill and South Sound Outreach Services were identified by United Way of Pierce County as a "Center for Strong Families." TPU's financial education guidelines were provided to both agencies and proposals were requested from both. Goodwill's quotation was for \$70,000 annually and South Sound Outreach Services quoted \$80,000 annually.



CONTRACT HISTORY: New Contract

SUSTAINABILITY: Not Applicable.

SBE/LEAP COMPLIANCE: Not Applicable

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 Customer Services	572500	5330100	\$70,000
<b>TOTAL</b>			<b>\$70,000</b>

\* General Fund: Include Department

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
<b>TOTAL</b>			<b>\$0.00</b>

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$0.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

APPROVED:

Steve Hatcher  
Customer Services Manager

Jackie Flowers  
Director of Utilities

John Hoffman  
Designated Customer Service Manager  
9/28/2018



City of Tacoma

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**Date:** January 8, 2018  
**To:** Linda McCrea, Interim Utilities Director  
**From:** Steve Hatcher  
Customer Services  
**Subject:** Authorization of Direct Negotiation for Professional Services and Personal Services over \$25,000

For your review and recommendation.

In accordance with TMC 1.06.256 (B), TPU Customer Services requests a waiver of the competitive solicitation process and authorization to directly negotiate with **Goodwill of the Olympics & Ranier Region**, for financial education training provided to utility customers under the Bill Credit Assistance Plan (BCAP) or Discount Rate (DR), for an amount of \$70,000.00 annually, plus applicable sales tax for a cumulative value of \$210,000 over three years.

Direct negotiation approval constitutes a waiver of further competitive solicitation for amendments to the subject contract provided that any such amendment(s) shall be signed by personnel as authorized in the Delegation of Procurement Signature and Approval Authority memorandum. Contract totals shall not exceed \$200,000 without City Council or Public Utility Board approval as appropriate.

**EXPLANATION:** Utility customers on the Bill Credit Assistance Plan (BCAP) or Discount Rate (DR) will be offered an opportunity to receive additional credit towards their utility bill in exchange for successfully completing a financial education program offered by one of our authorized community partners.

**JUSTIFICATION FOR DIRECT NEGOTIATION:**

1. Explain why it's in the best interest of the city to waive the competitive solicitation process.

There are two agencies in Pierce County identified by United Way as a "Center for Strong Families (CFSF)". Goodwill has been conducting robust financial education classes in our community for many years. In addition to the classes, they also provide 1-to-1 financial coaching sessions to continually assist individual households for up to three years. Goodwill also offers job training, resume services, and a variety of other resources that should be very beneficial for TPU customers who select this option. TPU would like to select Goodwill as an authorized community partner to do a one year evaluation to determine TPU customer interest and participation rates. If participation levels warrant additional resources, the second agency will be considered and a separate contract with that agency will be requested at that time.

2. Is this purchase based on a previous competitive solicitation conducted by the City or other agency? If yes, provide the contract information, specification number, etc., and explain the relationship of this request to the previous contract.



## City of Tacoma

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United Way of Pierce County launched a new program to help stabilize families in the community. They researched and identified Tacoma Goodwill and Sound Outreach as the two resources to provide integrated services to low-income households through what's called "Centers for Strong Families". The core services include financial education, employment and career planning assistance as well as access to other support services. The focus is on helping people change their financial behavior in a way that encourages them to make a long-term commitment to increasing monthly net income, building credit, and acquiring assets or "Earn It, Keep It, and Grow It."

3. Describe the screening efforts made to identify potential service providers.

All available agencies in Pierce County were identified by the United Way, and Financial Education guidelines were provided to both of the agencies identified, Goodwill and Sound Outreach, last spring.

4. Describe the efforts made to assure that the City is receiving the lowest or best price possible.

We asked for proposals from both agencies. However, Sound Outreach kept increasing the amount for their proposal from their first quote of \$50,000 up to \$80,000 annually. After an internal management meeting it was decided that we would start with one agency and do a one year evaluation to see how many customers actually participate before contracting with multiple agencies.

**FUNDING:** Funds for this purchase are available in the Customer Service operating budget.

**SBE COMPLIANCE:** The Department/Division has checked the [City of Tacoma Small Business Enterprise \(SBE\) website](#) for opportunities to contract with SBE firms on December 19, 2017. The recommended vendor is not a registered SBE.

**PROJECT COORDINATOR:** Janine Mann, Customer Services, (253) 502-8327.

## Tacoma Public Utilities Financial Empowerment Proposal

### Summary

Sound Outreach (SO) proposes a partnership with Tacoma Public Utilities (TPU) to embed a certified financial coach to serve TPU customers who struggle to pay their utility bills. Sound Outreach's Credit Up initiative has taught us that a relationship with TPU will be mutually beneficial. Almost half of the Tacoma residents who contact Sound Outreach about financial empowerment services are low-income and want to apply for a Credit Up emergency loan to help pay utilities bills, but they rarely have sufficient income to justify a loan. The financial coaches help create budgets and refer them to employment services to increase income, but we lack tools to provide immediate relief. This partnership will unlock our ability to serve these residents.

### Background

In 2016 Sound Outreach launched Credit Up, a partnership with Harborstone Credit Union to provide free one-on-one financial coaching and access to low-interest financial products for Pierce County residents. From November 2016 through April 2017, 250 Tacoma residents received financial coaching through this program. Harborstone is creating five new financial products for residents with bad credit or no credit who are working with a Credit Up financial coach:

- Credit Building Loan
- Emergency Loan (Payday lending alternative)
- Auto Loan/Refinance (Buy Here-Pay Here alt.)
- Second Chance Checking Account (check cashing alt.)
- Small Business Loan

### Mechanics of Proposed Relationship

#### I. Provide a Credit Up Financial Coach to TPU

Sound Outreach employs a contract-and-embed model for scaling up financial coaching. Partner organizations contract with Sound Outreach to hire and train a financial coach who is then embedded back within that organization. This allows Sound Outreach to control the quality of the financial coaching and distribution of products while ensuring financial coaching is delivered in a culturally relevant way that complements other efforts. We are proposing that TPU contract with Sound Outreach to hire and embed a coach with TPU staff to serve the customers that TPU knows are struggling with utilities bills.

#### II. Physical Location

The Financial Coach will be embedded within TPU. However, Financial Coaches are highly flexible and mobile to provide customized service and access for customers. The TPU Financial Coach can schedule coaching meetings with customers at various sites around the community that are closer to the customers. Sound Outreach can also assist in identifying partner organizations to provide space for coaching meetings.

#### III. Financial Coaching Model for TPU

The financial coach embedded with TPU will be trained as a HERO certified financial counselor. HERO is a training provided for credit union staff who will be providing financial services to low-income residents. This financial coaching model will be different from other embedding agencies because the emphasis will be on serving a higher volume of customers so they can attain credits for their utilities. To standardize this model, Sound Outreach proposes a 3-step coaching process that leads to a \$200 utilities credit:

1. Attend a financial literacy workshop - \$30

# CREDIT UP



This is a 45-minute workshop that covers the basics of budgeting, credit and credit scores, and focuses on some common issues such as student debt, predatory auto lending, payday lending, check cashing, and alternatives to these products. 15 minutes are reserved at the end for questions, and participants can sign up for one-on-one coaching at the workshops.

## 2. Meet with the TPU Financial Coach - \$100

This is the standard 60-minute Credit Up financial coaching meeting that has three components:

- Create a template budget
- Pull the credit scores and report, and address any incorrect information
- Identify immediate and long-term financial goals and first steps to achieve those goals

## 3. Attend a 30-day follow-up meeting with the TPU Financial Coach - \$70

Participants bring bank statements with them and compare their template budget to actual spending. Participants also review progress toward the goals identified in the first meeting. This often involves a change in spending habits, saving money, negotiating or paying on a debt, disputing an issue on a credit report, and/or applying for a Credit Up financial product. The TPU Financial Coach may refer the participant to another Credit Up Financial Coach if this follow-up meeting is going to be particularly time consuming.

Should a participant require additional financial coaching beyond the 30-day follow up, the TPU Financial Coach will refer to another Credit Up Financial Coach based on the participant's geographic preference. This will allow the TPU Financial Coach to focus on providing a high volume of services to TPU customers that lead to utilities credits. The TPU Coach can also make referrals to employment services such as WorkSource or United Way's Centers for Strong Families when part of the customer's strategy to accomplish financial goals includes increasing income.

The TPU Financial Coach will also have the authority to approve referrals to Harborstone for Credit Up financial products as necessary. In particular, the TPU Financial Coach will screen for residents with predatory auto loans from buy-here-pay-here auto lots that charge interest rates as high as 29.9%. Our Credit Up auto loan can be used to refinance these down to a much lower interest rate and provide immediate relief to Tacoma residents.

## IV. Outreach

TPU will provide marketing and recruitment for the 3-step financial coaching.

## V. Budget

This budget is based on similar contracts for the financial coaches embedded with Tacoma Housing Authority, Northwest Leadership Foundation, and Bethel School District:

Financial Coach Salary and Benefits	\$63,000
Laptop, Phone, Travel, and Training	\$4,500
Sound Outreach Admin	\$7,500
Credit Score Pull Fees (approx. \$6 per pull)	\$5,000
TOTAL	\$80,000

For questions or more information contact:  
Brian Humphreys, Director of Financial Empowerment  
(253) 486-6381 brian@soundoutreach.org



## **Tacoma Public Utilities Financial Education Credit Guidelines**

The Financial Education Program is optional and available for customers currently enrolled in the Bill Credit Assistance Plan (BCAP) or Discount Rate (DR).

- **Financial Education Program consists of two options:**

- **Partial credit = \$30**
  - Customers who only want to attend the basic workshop will sign a form and receive a one-time credit.
- **Full credit = \$120** (additional \$90 for attending 3 additional one-hour coaching sessions)
  - Customers must complete the basic workshop and at least 3 additional one-hour coaching sessions within a maximum period of 90 days.
    - 1<sup>st</sup> coaching session = Make a budget/Pull credit report/assign homework as needed
    - 2<sup>nd</sup> coaching session = Financial Health Assessment/options to refinance debt, etc.
    - 3<sup>rd</sup> coaching session = Establish short-term and long-term financial goals

- **Who qualifies for Financial Education Program credits?:**

- One credit option per household
  - EXAMPLE - Fred and Ethel are both listed on an account at 35<sup>th</sup> Street. Fred attends and completes the financial education program, but not Ethel, the household at 35<sup>th</sup> Street can still qualify for the credit. If Ethel decides later that she wants to attend the financial education program to receive another credit, she would not qualify.
  - An exception could be made if Ethel now lives in a separate household or has moved in with someone at another address that has not received a financial education credit, the new household may be eligible.
  - If Ethel moves out and Fred's new wife moves in at 35<sup>th</sup> Street, the new wife would not be eligible for the financial education credit.
- Multiple, adult household members may attend the financial education program at the same time and receive the one household credit.
- Customers should register in advance to ensure adequate handouts and that the household would be eligible for the credit.

- **Are there exceptions for customers who have recently completed a Financial Education Program?:**

- Customers who completed the six-course Financial Education Program through Tacoma Goodwill within the last three years, may be eligible to receive a financial credit. However, in order to receive the full credit of \$120, they must complete the first hour of the TPU Workshop which covers invoicing and conservation tips.
- Customers who have completed at least three financial coaching sessions with Sound Outreach may be eligible to receive a financial credit. However, in order to receive the full credit of \$120, they must complete the full TPU Workshop.

- **Where will the Financial Education Workshop take place?**

- Location will be based on number of households enrolled in BCAP/Discount Rate by zip code area (e.g. if majority of customers are in the City of Tacoma and East Pierce County, TPU will seek facilities in those areas that meet the following criteria:
  - Pierce Transit bus route
  - Free parking
  - ADA compliant

- **When will the Financial Education Workshop take place?**
  - Initially two workshops per month with up to 35 people each – will reevaluate based on demand
    - One **Saturday** per month 9:30 am – 11:45am
    - One **Thursday** per month 6:00 pm – 8:15 pm (?)
  
- **Workshop Agenda**
  - Understanding your invoice (emphasis on BCAP & LIE – what to look for and where)
  - Conservation Tips – Power and Water
  - Goodwill (abbreviated financial education basics)
  - Q&A
  
- **Workshop Materials**
  - Each household will be provided with the following materials:
    - DVD with more detailed information than what is covered in the workshop. (Information will also be available on Youtube.)
    - Notebook, pen and calculator
    - Efficiency accessories provided by Power & Water
  
- **Workshop Requirements**
  - Customers must pre-register for the workshop to ensure their household is eligible.
  - Attendance for the entire workshop is required (unless approved ahead of time – which will be noted on the attendance roster).
  - Customers arriving 15 minutes or more after the workshop is scheduled to start may be asked to reschedule for a future workshop.
  - Customers who opt to leave early without prior approval, must sign a form waiving their financial credit.
  
- **Evaluation**
  - Customers will be asked to complete an evaluation form at the end of the workshop and at completion of the three coaching sessions.
  
- **Agency Contracts**
  - TPU to provide funding for two financial coaches (Goodwill & Sound Outreach).
  - Amount \$70,000 each (\$33.65/hour)
  - Contract Date October 2017 – September 2018 (with option for a one year extension)
  
- **Scope of Work**
  - Each coach will see a minimum of
    - 75 TPU customers per month
    - Total of 150 TPU customers per month
    - Grand total of 1,800 TPU customer per year
  - Each coach will have approximately 85 hours for follow-up phone calls and paperwork.
  - TPU will establish a CaseWorthy portal where coaches will enter information for each TPU customer each time they have a coaching session with them.
    - If CaseWorthy portal is not an option – establish a SharePoint site.
  - Face-to-Face coaches meeting at TPU once per quarter
  
  - Coaches must be available to accommodate TPU customers by offering
    - Home coaching sessions for senior/disabled customers who are homebound and want to participate.

- Have evening and weekend hours available for individual coaching sessions at least a couple of times per month
- Establish at least one day per month to meet with customers in the TPU lobby
- Coaches must be available to conduct the TPU workshops. These workshops may be alternated between coaches.

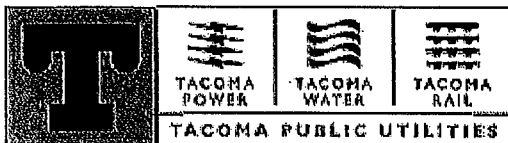


EXHIBIT "A"

RESOLUTION NO.: U-11029

ITEM NO.: #2

MEETING DATE: OCTOBER 10, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Chris Robinson, Tacoma Power Superintendent  
Mike Allen, Power Supervisor, Tacoma Power Transmission & Distribution  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Alex Clark, Finance/Purchasing  
**SUBJECT:** HV Circuit Breakers and Circuit Switchers  
Request for Bids Specification No. PT18-0293F– October 10, 2018  
**DATE:** September 25, 2018

**RECOMMENDATION SUMMARY:**

Tacoma Power recommends a contract be split and awarded to the best evaluated, responsive, and responsible bidders **Hitachi T&D Solutions, Inc. Suwanee, GA**, for items 1, 2, and 4 of the bid, and **Southern States, LLC, Hampton, GA**, for item 3 of the bid. The initial contract amount to Hitachi is \$651,400 for a three-year term, with the option to renew for two additional years for a projected contract amount of \$1,200,000. The initial contract amount to Southern States is \$93,750 for a three-year term, with the option to renew for two additional years for a projected contract amount of \$145,000, plus applicable sales taxes.

**BACKGROUND:**

This contract is intended for the supply of high voltage circuit breakers and circuit switchers to be used as protective devices in Tacoma Power substations for a period up to five years.

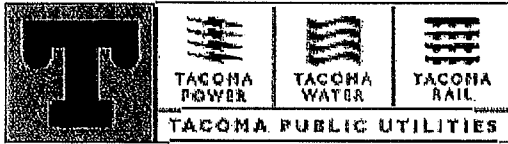
**ISSUE:** The current supply contract for high voltage circuit breakers and circuit switchers has expired. Execution of a new contract is required to allow for needed purchases to continue supporting standard operations.

**ALTERNATIVES:** The alternatives to awarding these contracts are to reject all bids and re-bid. However, the contracts have expired and a re-bid would risk delays in procurement of needed equipment. Further delays could result in a service gap to customers.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. PT18-0293F was opened August 21, 2018. 17 companies were invited to bid in addition to normal advertising. Four submittals were received. The total evaluated cost is composed of the bid price. Hitachi submitted a bid that resulted in the best responsive bid for the high voltage circuit breakers (Items 1, 2, and 4). Southern States submitted a bid that resulted in the best responsive bid for the high voltage circuit switches (Item 3).

Note: Southern States only submitted a bid for the high voltage circuit switcher (Item 3).



<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
Southern States, LLC	Hampton, GA	\$93,750.00	\$93,750.00
Hitachi T&D Solutions, Inc	Suwanee, GA	\$651,400.00	\$651,400.00
Summit Electric Supply Co. Inc. (ABB, Inc)	Renton, WA	\$654,546.00	\$654,546.00
General Pacific Inc. (Siemens)	Fairview, OR	\$678,121.76	\$678,121.76

Pre-bid Estimate: \$800,000

The recommended award is 7 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: Not Applicable.

SBE/LEAP COMPLIANCE: Not applicable.

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Tacoma Power's Capital Outlay Budget	N/A	5210100.	\$1,345,000
<b>TOTAL</b>			

\* General Fund: Include Department

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Not Applicable			
<b>TOTAL</b>			



**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** \$0 in 2017-2018. Full fiscal impact to 2019-2020 budget is \$496,766.66.

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Yes

A handwritten signature in blue ink, appearing to read 'Chris Robinson', is written above the name.

Chris Robinson, Power Superintendent/COO

APPROVED:

A handwritten signature in blue ink, appearing to read 'Jackie Flowers', is written above the name.

Jackie Flowers, Director of Utilities/CEO

FINANCE PURCHASING  
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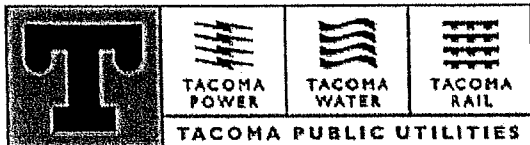


EXHIBIT "A"

RESOLUTION NO.: U-11029

ITEM NO.: #3

MEETING DATE:

**TO:** Board of Contracts and Awards  
**FROM:** Chris Robinson, Power Superintendent/COO, Joe Wilson, Power Transmission & Distribution Section Manager  
**COPY:** Michelle Wentz, IT Project Manager, Power UTS Project Management Office  
Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Richelle Krienke, Finance/Purchasing  
**SUBJECT:** Engineering Drawing Management Solution  
Request for Proposals PS17-0423F – October 10, 2018  
**DATE:** September 26, 2018

**RECOMMENDATION SUMMARY:**

Tacoma Power and Tacoma Water recommend a contract be awarded to BlueCielo, Exton, PA, for implementation of their Engineering Drawing Management solution, in the amount of \$443,609, plus applicable taxes, for an initial contract term of two years with the option to renew maintenance annually for a fee of \$35,055.

**BACKGROUND:**

Tacoma Public Utilities (TPU) provides water and power for residents in King and Pierce Counties in Washington. As with most utilities, TPU must manage around 80,000 engineering documents and CAD files related to water pipelines, reservoirs, transmission lines, underground networks, sub-stations, hydro sites and physical drawings of equipment. There are approximately 350 engineers, technicians and field personnel that require access to the drawings.

**ISSUE:** TPU utilizes several drawing management systems; the goal is to have a single solution for all the TPU engineers. TPU currently uses: First Trace Kinnosa, Autodesk Vault and multiple custom applications.

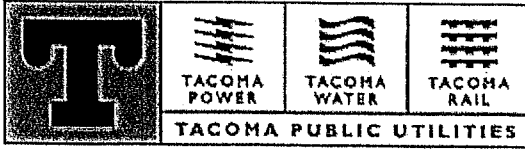
**ALTERNATIVES:**

The following provides highlights of the alternatives considered:

- Business as usual
  - TPU currently uses five different variations of engineering drawing storage/management
    - Most systems are nearing end-of-life and in need of replacement or upgrade
    - These systems require significant administration and maintenance
- Publish a competitive solicitation for a solution that might replace most, if not all of the various systems
- At significant expense, upgrade each existing system to their latest version and continue to maintain multiple systems

**COMPETITIVE SOLICITATION:**

Request for Proposals Specification No. PS17-0423F was opened December 12, 2017. Seven companies were invited to bid in addition to normal advertising of the project. Four submittals were received. A selection advisory committee (SAC) comprised of six utility staff ranked the proposals using the following categories and weights:



- Qualifications/Experience of Firm and Key Personnel – 20%
- Technical Requirements – 30%
- Project Approach and Methodology– 15%
- Training Plan, Warranty, and Maintenance– 10%
- Fees and Charges / Value – 15%
- Small Bus. Enter. (SBE) / Minority & Women's Bus. Enter. (MWBE) – 5%
- Submittal Quality, Organization, Completeness – 5%

BlueCielo submitted a proposal that resulted in the highest scored submittal with the functions and features most desired for the price. The BlueCielo drawing management solution was able to address several key features that were critical to meet the combined needs of both Water and Power, including access management, workflow management, ease of migration for existing drawing libraries, and mobile device support.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Score</u>
BlueCielo	Exton, PA	523
IMAGINiT	Tacoma, WA	493
tsaADVET	Robinson Township, PA	487
Synergis	Quakertown, PA	482

CONTRACT HISTORY: New Contract

SBE/LEAP COMPLIANCE: Not applicable

**FISCAL IMPACT:**

**EXPENDITURES:**

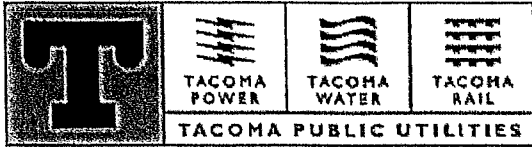
FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Fund 4700, Power (80%)	PWR-00945-04	Various	\$354,887
Fund 4600, Water Utility (20%)	WTR-00526-05	Various	\$88,722
<b>TOTAL</b>			<b>\$443,609</b>

\* General Fund: Include Department

**REVENUES: N/A**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
<b>TOTAL</b>			






---

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$443,609

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

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

*hr*   
\_\_\_\_\_  
Chris Robinson, Power Superintendent/COO

APPROVED:

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

DMS Score Summary (final)

**RFP Score**

Vendor	Weighted Score
BlueCielo	32
IMAGINiT	32
tsaADVET	30
Synergis	33

**DEMO 1 Score Summary**

Vendor	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8	Score Total
BlueCielo	32	32	32	45	32	38	211
IMAGINiT	36	23	38	25	34	27	183
tsaADVET	21	33	35	46	10	35	180
Synergis	25	29	40	35	25	28	182

**DEMO 2 Score Summary**

Vendor	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8	Score Total
BlueCielo	47	47	35	59	46	46	280
IMAGINiT	53	43	45	38	60	39	278
tsaADVET	40	42	40	63	38	54	277
Synergis	47	43	41	48	46	42	267

**Overall Score**

Vendor	Score
BlueCielo	523
IMAGINiT	493
tsaADVET	487
Synergis	482

### Demo 1 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
1	Searching (based on various criteria)	4	4
2	Revision Tracking (check-in/out, override, copy, numbering)	4	4
3	File Access and Permissions (security)	3	4
4	Document Repositories & Management	4	3
5	Metadata Management (add, modify, delete, automate)	3	3
6	Workflows (assignment, routing, approval, status, history)	3	3
7	Viewing Applications on Devices (mobile, tablet, desktop)	3	3
8	Integrations Supported (ERSI, SpatialNET, Small World GIS, SAP)	4	3
9	Migration Plan / Batch Tools (for existing documents)	2	2
10	Product Unique Features	2	3
Total Score		32	32

### Demo 2 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
A1	Shall be able to be used through a web interface.	3	3
A2	Has the ability to utilize viewer over mobile (cellular) networks.	4	3
A3	Shall be able to run standalone – without a connection to the Internet or	3	3
A4	Shall display the <b>AutoCAD drawings</b> and <b>AutoCAD Civil 3D drawings</b> .	4	3
A5	Shall accurately show drawings with XREFs and multi-level XREFs (XREFs d	4	3
A6	Ability to view various versions of a drawing e.g., what the facility looked	3	3
A7	Shall include a search interface.	3	4
A8	Has the ability to be used on a wide variety of form factors including desk	3	3
A9	Has the ability to be used on a variety of operating systems including: Wi	3	4
A10	The web viewer should run on standard browsers such as: Internet Explo	3	4
A11	Has the ability for the viewer to be called from or to call other applicatio	4	3
B1	If a drawing is renamed, the file history and revisions shall not be lost. All	3	3
B2	If a drawing is moved to a new location, file history and revisions shall no	3	2
B3	If a folder of drawings is renamed or moved the history and revisions sha	1	3
B4	Security rights shall protect the ability to move or rename a drawing or fo	3	3
Total Score		47	47

Score

Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
3	5	3	5
3	5	4	4
3	4	3	4
3	5	4	4
3	5	3	4
3	5	3	3
3	4	3	4
3	4	3	3
4	4	3	4
4	4	3	3
32	45	32	38

Score

Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
3	4	3	4
3	3	4	4
3	4	3	3
2	3	3	3
2	4	4	2
3	4	3	3
3	5	3	3
3	5	3	3
3	4	3	3
1	4	3	3
1	4	4	3
3	4	3	3
1	4	3	3
1	4	1	3
3	3	3	3
35	59	46	46

### Demo 1 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
1	Searching (based on various criteria)	4	3
2	Revision Tracking (check-in/out, override, copy, numbering)	4	2
3	File Access and Permissions (security)	4	3
4	Document Repositories & Management	4	2
5	Metadata Management (add, modify, delete, automate)	4	4
6	Workflows (assignment, routing, approval, status, history)	3	2
7	Viewing Applications on Devices (mobile, tablet, desktop)	4	1
8	Integrations Supported (ERSI, SpatialNET, Small World GIS, SAP)	2	2
9	Migration Plan / Batch Tools (for existing documents)	4	2
10	Product Unique Features	3	2
Total Score		36	23

### Demo 2 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
A1	Shall be able to be used through a web interface.	3	3
A2	Has the ability to utilize viewer over mobile (cellular) networks.	4	3
A3	Shall be able to run standalone – without a connection to the Internet or	4	3
A4	Shall display the AutoCAD drawings and AutoCAD Civil 3D drawings.	4	3
A5	Shall accurately show drawings with XREFs and multi-level XREFs (XREFs d	4	3
A6	Ability to view various versions of a drawing e.g., what the facility looked	3	3
A7	Shall include a search interface.	4	3
A8	Has the ability to be used on a wide variety of form factors including desk	3	3
A9	Has the ability to be used on a variety of operating systems including: Wi	3	3
A10	The web viewer should run on standard browsers such as: Internet Explo	3	2
A11	Has the ability for the viewer to be called from or to call other applicatio	4	2
B1	If a drawing is renamed, the file history and revisions shall not be lost. All	4	3
B2	If a drawing is moved to a new location, file history and revisions shall no	3	3
B3	If a folder of drawings is renamed or moved the history and revisions sha	3	3
B4	Security rights shall protect the ability to move or rename a drawing or fo	4	3
Total Score		53	43

Score			
Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
4	3	4	3
4	3	4	3
5	3	4	3
5	2	4	3
4	3	4	3
3	4	3	3
3	1	3	1
3	2	2	2
3	2	3	3
4	2	3	3
38	25	34	27

Score			
Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
3	2	5	3
3	2	3	2
3	2	5	3
4	2	5	3
3	3	5	3
1	3	4	3
3	3	4	3
3	1	4	2
3	1	4	3
3	1	4	2
1	2	1	
4	4	4	3
4	4	4	3
4	4	4	3
3	4	4	3
45	38	60	39

### Demo 1 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
1	Searching (based on various criteria)	3	3
2	Revision Tracking (check-in/out, override, copy, numbering)	3	2
3	File Access and Permissions (security)	2	4
4	Document Repositories & Management	2	3
5	Metadata Management (add, modify, delete, automate)	3	4
6	Workflows (assignment, routing, approval, status, history)	2	4
7	Viewing Applications on Devices (mobile, tablet, desktop)	1	3
8	Integrations Supported (ERSI, SpatialNET, Small World GIS, SAP)	1	3
9	Migration Plan / Batch Tools (for existing documents)	3	5
10	Product Unique Features	1	2
Total Score		21	33

### Demo 2 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
A1	Shall be able to be used through a web interface.	3	3
A2	Has the ability to utilize viewer over mobile (cellular) networks.	1	3
A3	Shall be able to run standalone – without a connection to the Internet or	3	3
A4	Shall display the AutoCAD drawings and AutoCAD Civil 3D drawings.	3	3
A5	Shall accurately show drawings with XREFs and multi-level XREFs (XREFs d	1	3
A6	Ability to view various versions of a drawing e.g., what the facility looked	2	2
A7	Shall include a search interface.	4	3
A8	Has the ability to be used on a wide variety of form factors including desk	3	3
A9	Has the ability to be used on a variety of operating systems including: Wi	3	2
A10	The web viewer should run on standard browsers such as: Internet Explo	3	3
A11	Has the ability for the viewer to be called from or to call other applicati	2	2
B1	If a drawing is renamed, the file history and revisions shall not be lost. All	3	3
B2	If a drawing is moved to a new location, file history and revisions shall no	3	3
B3	If a folder of drawings is renamed or moved the history and revisions sha	3	3
B4	Security rights shall protect the ability to move or rename a drawing or fo	3	3
Total Score		40	42

Score

Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
4	5	1	4
3	4	1	4
4	5	1	4
3	4	1	4
4	5	1	4
3	4	1	3
3	5	1	3
3	5	1	3
4	5	1	3
4	4	1	3
35	46	10	35

Score

Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
3	4	3	4
3	4	3	4
3	5	3	4
3	4	2	3
3	4		5
1	3	2	3
3	4	3	4
3	5	3	4
3	4	3	4
3	4	3	3
1	3	1	
3	5	3	4
2	5	3	4
3	4	3	4
3	5	3	4
40	63	38	54



Demo 1 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
1	Searching (based on various criteria)	3	3
2	Revision Tracking (check-in/out, override, copy, numbering)	2	3
3	File Access and Permissions (security)	3	2
4	Document Repositories & Management	3	2
5	Metadata Management (add, modify, delete, automate)	3	3
6	Workflows (assignment, routing, approval, status, history)	2	3
7	Viewing Applications on Devices (mobile, tablet, desktop)	2	3
8	Integrations Supported (ERSI, SpatialNET, Small World GIS, SAP)	2	4
9	Migration Plan / Batch Tools (for existing documents)	2	4
10	Product Unique Features	3	2
Total Score		25	29

Demo 2 Score

ID	Feature Area		
		Reviewer 1	Reviewer 2
A1	Shall be able to be used through a web interface.	3	3
A2	Has the ability to utilize viewer over mobile (cellular) networks.	2	2
A3	Shall be able to run standalone – without a connection to the Internet or	3	2
A4	Shall display the AutoCAD drawings and AutoCAD Civil 3D drawings.	4	3
A5	Shall accurately show drawings with XREFs and multi-level XREFs (XREFs d	3	3
A6	Ability to view various versions of a drawing e.g., what the facility looked	4	3
A7	Shall include a search interface.	3	3
A8	Has the ability to be used on a wide variety of form factors including desk	2	2
A9	Has the ability to be used on a variety of operating systems including: Wi	3	3
A10	The web viewer should run on standard browsers such as: Internet Explo	3	3
A11	Has the ability for the viewer to be called from or to call other applicatio	3	4
B1	If a drawing is renamed, the file history and revisions shall not be lost. All	4	3
B2	If a drawing is moved to a new location, file history and revisions shall no	4	3
B3	If a folder of drawings is renamed or moved the history and revisions sha	3	3
B4	Security rights shall protect the ability to move or rename a drawing or fo	3	3
Total Score		47	43

Score			
Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
4	4	3	3
4	3	2	3
3	3	3	3
3	3	3	2
4	3	2	3
4	5	2	3
4	3	2	3
5	4	3	3
5	4	2	3
4	3	3	2
40	35	25	28

Score			
Reviewer 3	Reviewer 5	Reviewer 6	Reviewer 8
3	3	3	3
3	3	3	3
1	3	2	3
3	4	3	2
3	3	4	4
3	3	3	3
3	4	3	3
2	2	3	3
3	2	3	2
2	3	3	3
3	3	3	4
3	4	3	3
3	4	4	3
3	4	3	3
3	3	3	
41	48	46	42

## SCORING WORKSHEET

Thursday Demo

Reviewer: \_\_\_\_\_

ID	Feature Area	Score				
		Fail <	-----	Pass	-----	> Wow
	Introduction (vendor)					
1	Searching (based on various criteria)	1	2	3	4	5
2	Revision Tracking (check-in/out, override, copy, numbering)	1	2	3	4	5
3	File Access and Permissions (security)	1	2	3	4	5
4	Document Repositories & Management	1	2	3	4	5
5	Metadata Management (add, modify, delete, automate)	1	2	3	4	5
6	Workflows (assignment, routing, approval, status, history)	1	2	3	4	5
7	Viewing Applications on Devices (mobile, tablet, desktop)	1	2	3	4	5
8	Integrations Supported (ERSI, SpatialNET, Small World GIS, SAP)	1	2	3	4	5
9	Migration Plan / Batch Tools (for existing documents)	1	2	3	4	5
10	Product Unique Features	1	2	3	4	5
	Q & A					

## SCORING WORKSHEET

IMAGINiT - Bill Inman 11:00 - 12:00 Session

Reviewer: \_\_\_\_\_

ID	Shoot-out Demo	Score				
		Fail <	-----	Pass	-----	> Wow
	Demonstrate your mobile viewer solution					
A1	Shall be able to be used through a web interface.	1	2	3	4	5
A2	Has the ability to utilize viewer over mobile (cellular) networks.	1	2	3	4	5
A3	Shall be able to run standalone – without a connection to the Internet or the network and view drawings that have been downloaded to the local storage.	1	2	3	4	5
A4	Shall display the AutoCAD drawings and AutoCAD Civil 3D drawings.	1	2	3	4	5
A5	Shall accurately show drawings with XREFs and multi-level XREFs (XREFs calling XREFs).	1	2	3	4	5
A6	Ability to view various versions of a drawing e.g., what the facility looked like prior to the remodel.	1	2	3	4	5
A7	Shall include a search interface.	1	2	3	4	5
A8	Has the ability to be used on a wide variety of form factors including desktops, notebooks, tablets and phones.	1	2	3	4	5
A9	Has the ability to be used on a variety of operating systems including: Windows 7 & 10, IOS, and Android	1	2	3	4	5
A10	The web viewer should run on standard browsers such as: Internet Explorer, Firefox, Chrome, Safari, etc.	1	2	3	4	5
A11	Has the ability for the viewer to be called from or to call other applications using attribute links, an API or something equivalent	1	2	3	4	5
	Demonstrate the ability to load and manage AutoCAD and Civil 3D files					
B1	If a drawing is renamed, the file history and revisions shall not be lost. All references to the drawing shall automatically be updated.	1	2	3	4	5
B2	If a drawing is moved to a new location, file history and revisions shall not be lost. All references shall automatically be updated.	1	2	3	4	5
B3	If a folder of drawings is renamed or moved the history and revisions shall not be lost. All references shall automatically be updated.	1	2	3	4	5
B4	Security rights shall protect the ability to move or rename a drawing or folder.	1	2	3	4	5

October 10, 2018

MOTION

I hereby move that the following motion be approved:

18-11. Pursuant to the City of Tacoma, Public Utility Board, RULES FOR ORDER OF BUSINESS, Rule 1(b), the Public Utility Board meetings and study sessions regularly scheduled for November and December 2018 will be set for November 14, 2018 and December 12, 2018.



## RESOLUTION NO. U-11030

1 A RESOLUTION authorizing the grant of a slope easement over Tacoma  
2 Power's Cushman transmission line right-of-way to Pierce County for a  
sidewalk along 14<sup>th</sup> Ave. NW.

3 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
4 Division (d.b.a. "Tacoma Power"), requests that the Board authorize the grant of  
5 a slope easement over Tacoma Power's Cushman fee-owned transmission line  
6 right-of-way to Pierce County for installation of a sidewalk on the adjacent west  
7 side of 14<sup>th</sup> Ave. NW in unincorporated Pierce County, and  
8

9 WHEREAS Tacoma Power operates the Cushman transmission line as  
10 part of its electricity supply system and its transmission lines cross over 14<sup>th</sup>  
11 Ave. NW, and  
12

13 WHEREAS, in order to improve pedestrian safety, Pierce County is  
14 undertaking a road project that requires the installation of a pervious concrete  
15 sidewalk along the west side of 14<sup>th</sup> Ave. NW, adjacent to Tacoma Power's  
16 property, with construction anticipated in the Summer of 2019, and  
17

18 WHEREAS the road project requires the slope easement over a small  
19 portion of Tacoma Power's right-of-way (502 SF of Pierce County tax parcel  
20 number 0221213062) in order to support the sidewalk, and  
21

22 WHEREAS the easement includes a provision requiring Tacoma Power  
23 Engineering's review and approval of Pierce County's construction plans prior  
24 to construction, and  
25  
26



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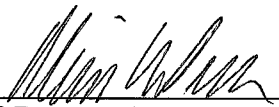
WHEREAS Pierce County's use of the easement area is subordinate to Tacoma Power's use, thus insuring Pierce County's use will not negatively impact current or future Tacoma Power operations, and

WHEREAS, based on a third-party appraisal, and due to the small size of the easement area with minimal impact to the property, the value of the easement is estimated at \$282.00; however, consistent with its minimum payment policy, Pierce County has offered as consideration for the grant of the easement the amount of \$500.00; Now, therefore,

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

That the grant of a slope easement over 502 SF of Tacoma Power's Cushman transmission line right-of-way lying within Pierce County Assessor tax parcel number 0221213062 to Pierce County, for the consideration of \$500.00, is approved, and the Public Utility Board authorizes 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 and legality:

  
\_\_\_\_\_  
Chief Deputy City Attorney  
  
\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair  
  
\_\_\_\_\_  
Secretary  
  
Adopted \_\_\_\_\_

of October 10, 2018

**REQUEST FOR RESOLUTION**

Date: September 28, 2018

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

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

Authorize the grant of a slope easement over Tacoma Power's Cushman transmission line right-of-way to Pierce County for a sidewalk along 14<sup>th</sup> Ave NW.

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

Authorize the grant of a slope easement over Tacoma Power's Cushman transmission line fee-owned right-of-way to Pierce County for installation of a sidewalk on the adjacent west side of 14<sup>th</sup> Ave NW in unincorporated Pierce County. The slope easement is over 502 SF of Pierce County tax parcel number 0221213062 (aka Project Parcel No. 9156). Based on a third-party appraisal, due to the small size of easement area and minimal impact to the property, value of the easement is estimated at \$282.00. However, consistent with its minimum payment policy, Pierce County has offered consideration for the grant of the easement of \$500.00.

3. Summarized reason for resolution:

Tacoma Power operates the Cushman transmission line as part of its electricity supply system. The transmission lines cross over 14<sup>th</sup> Avenue NW. In order to improve pedestrian safety, Pierce County is undertaking a road project which requires installation of a pervious concrete sidewalk along the west side of 14<sup>th</sup> Avenue NW, adjacent to Tacoma Power's property. Construction is anticipated in Summer 2019. The road project requires the slope easement over a small portion of Tacoma Power right-of-way in order to support the sidewalk. The easement includes review and approval of construction plans by Tacoma Power engineering, and is subordinate to Tacoma Power's use to insure it will not negatively impact current or future Tacoma Power operations.

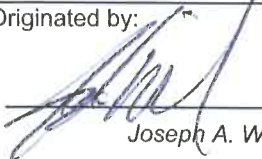
The easement has been reviewed by the City Attorney's Office and approved by Tacoma Power and Real Property Services. Tacoma Power has accepted an offer from Pierce County for \$500.00 for the slope easement, which we believe adequately compensates Tacoma Power for the current fair market value of the easement rights over the land. The offer is subject to Public Utility Board approval.


4. Attachments:

- a. Offer Letter
- b. Vicinity Aerial Photo
- c. Right-of-Way Plan
- d. Project Location
- e. Project Improvements
- f. Easement

5.  Funds available       Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:  
  
Joseph A. Wilson,  
T&D Power Section Manager

Requested by:  
  
Chris Robinson, Power  
Superintendent/COO

Approved:  
  
Jackie Flowers, Director of Utilities





3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Date: September 10, 2018

To: Jackie Flowers, Director of Utilities

From: Chris Robinson, Power Superintendent/COO

Subject: Grant of Slope Easement over a Portion of Tacoma Power's Cushman Transmission Line Right-of-Way

**Background and Recommendation:**

Tacoma Power requests that you approve the grant of a slope easement over a small portion of its Cushman transmission line right-of-way to Pierce County for installation of a sidewalk on the adjacent west side of 14<sup>th</sup> Avenue NW, in unincorporated Pierce County. The property is identified as Pierce County Assessor Tax Parcel No. 0221213062, and the slope easement consists of approximately 502 SF. Consideration received is \$500.00.

Your approval is requested to submit this matter to the Public Utility Board for consideration and approval.

**APPROVED:**



Jackie Flowers, Director of Utilities



April 19, 2018

City of Tacoma - TPU  
C/O Greg Muller, Real Estate Officer  
3628 South 38<sup>th</sup> Street, ABS-2  
Tacoma, WA 98409

Re: 14<sup>th</sup> Avenue Northwest Trail – 24<sup>th</sup> Street Northwest to Cushman Trail  
CRP 5812  
Project Parcel 9156

Dear Mr. Muller:

Pierce County is proceeding with the above-referenced county road project. As part of this project, certain property or property rights need to be acquired from you as identified on the enclosed right-of-way plan as Project Parcel 9156. Pierce County offers to purchase said property for the amount stated below:

Lands Conveyed Easement: Slope 502 SF (m/l)	\$282.00
<b>Total Amount (Rounded)</b>	<b>\$500.00</b>

An administrative offer is based upon market research and is used when the property rights being acquired involve compensation of less than \$10,000.00. Accordingly, an appraisal has not been completed on this property.

If you employ professional services to evaluate this offer, the County will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

Once Pierce County receives signed documents, the closing process begins. Closing can take up to several months depending on the complexity of the transaction and the number of encumbrances on the title, such as a mortgage. The date on which payment is made available to you is called the "date of closing." On that date, the County becomes the owner of the property purchased and responsible for its control and management.

acquire the above-referenced property or property rights for public use. In conformity with the Washington State Constitution and laws, the Prosecuting Attorney will file a condemnation suit and a trial will be held to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner and the rights of all Pierce County taxpayers are equally protected. If a condemnation suit is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

Enclosed please find the following:

- A. The necessary legal documents for the transferring of the property or property rights to Pierce County;
- B. A voucher setting forth the details of this transaction;
- C. An IRS W-9 form;
- D. A plan sheet showing the property rights we wish to acquire.

If you accept Pierce County's offer, please sign the enclosed documents in the presence of a Notary, and return them to Pierce County in the enclosed, stamped envelope. I am available to meet with you to notarize the documents if you so desire.

Please feel free to contact me directly at (253) 798-3279, or at [tpatter@co.pierce.wa.us](mailto:tpatter@co.pierce.wa.us), to discuss the offer further or address additional questions you may have. If you are calling long distance, you may call collect at (253) 798-7250. Additional information about this road project can be found on our website at: [www.piercecountywa.org/crp5812](http://www.piercecountywa.org/crp5812).

Sincerely,



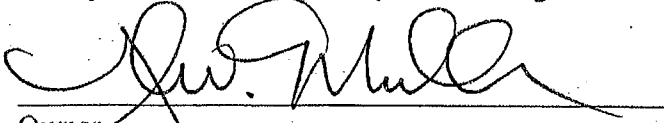
Tyra Patterson  
Right-of-Way Agent

**COPY**

tlp  
Enclosures

cc: File

Receipt of this letter is hereby acknowledged:

  
Owner

4/19/18  
Date

(Signature above does not mean acceptance of offer.)

# VICINITY AERIAL PHOTO

## Tacoma Power Slope Easement to Pierce County



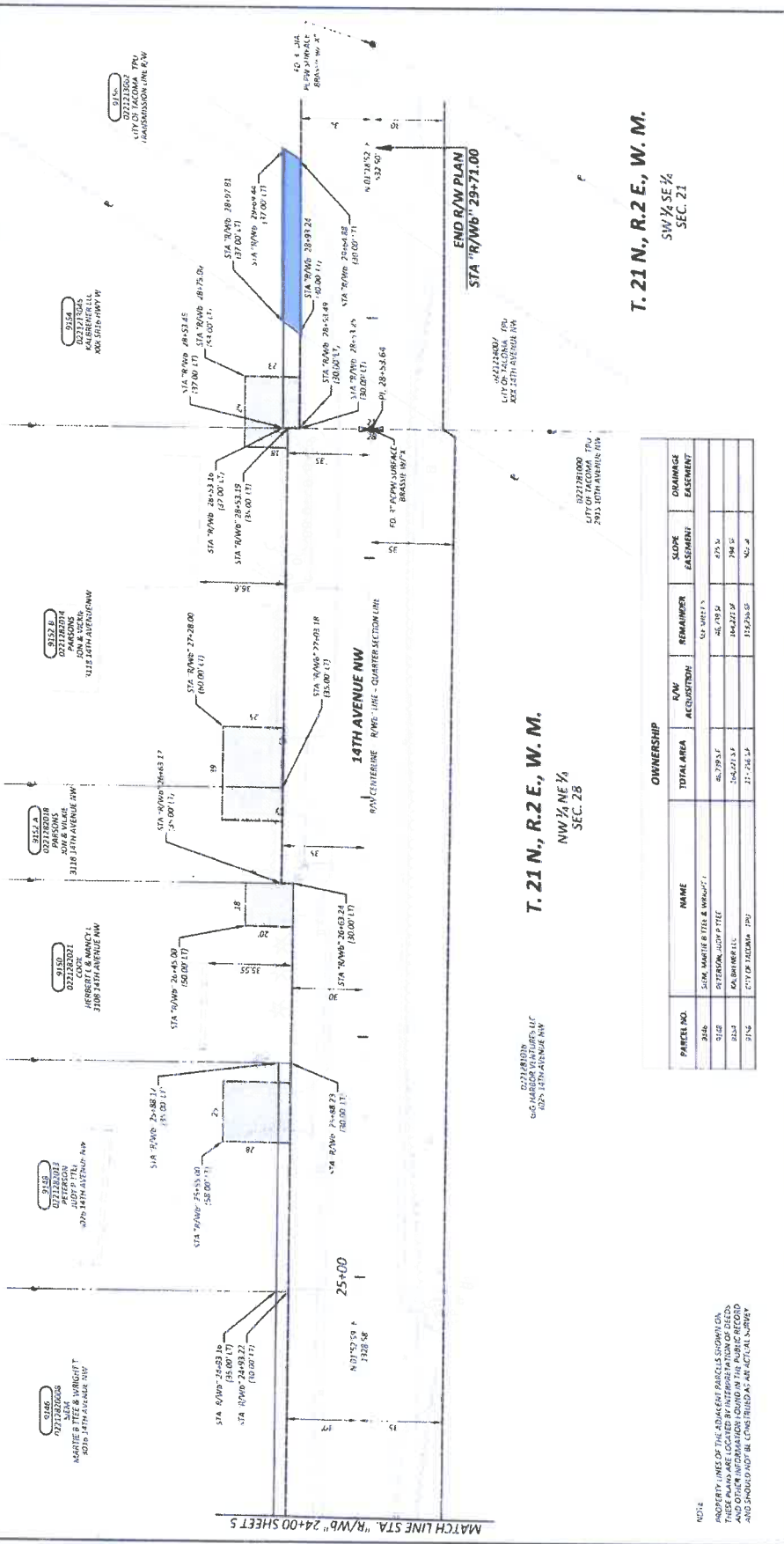


**T. 21 N., R. 2 E., W. M.**  
SE 1/4 SW 1/4  
SEC. 21



**T. 21 N., R. 2 E., W. M.**  
NE 1/4 NW 1/4  
SEC. 28

**T. 21 N., R. 2 E., W. M.**  
NW 1/4 NE 1/4  
SEC. 28

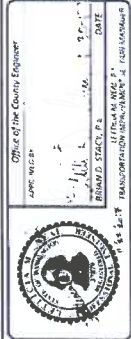


**T. 21 N., R. 2 E., W. M.**  
SW 1/4 SE 1/4  
SEC. 21

**OWNERSHIP**

PARCEL NO.	NAME	TOTAL AREA	R/W ACQUISITION	REMAINDER	SLOPE DEDIMENT	DRAINAGE DEDIMENT
2446	SIM, MARTIE B STEE & WRIGHT, L	66.789 SF			475 SF	
2447	RYERSON, JUDY P STEE	264.273 SF		184.227 SF	798 SF	
2448	KAJIKER, L L	27.746 SF		152.246 SF	502 SF	

**14TH AVENUE NORTHWEST TRAIL**  
**24TH STREET NORTHWEST TO CUSHMAN TRAIL**  
RIGHT-OF-WAY PLANS  
CRP 5812



**Pierce County**  
Planning & Public Works  
Office of the County Engineer  
430 South Post Street, Suite G28  
Tacoma, Washington 98409

DATE	BY	APPROVED

NO.	DATE	DESCRIPTION

NOTE  
PROPERTY LINES OF THE ADJACENT PARCELS SHOWN ON THIS PLAN ARE BASED ON THE RECORD SURVEY AND OTHER INFORMATION FOUND IN THE PUBLIC RECORD AND SHOULD NOT BE CONSIDERED AS AN ACTUAL SURVEY



CRP 5812  
 14 Av NW Trail  
 24 St NW to Cushman Trail

VICINITY MAP

**LEGEND:**

- Project Location
- Future Pen Met Parks Project
- Child Care Center
- Family Care
- Boarding Home
- Nursing Home

**Roads**

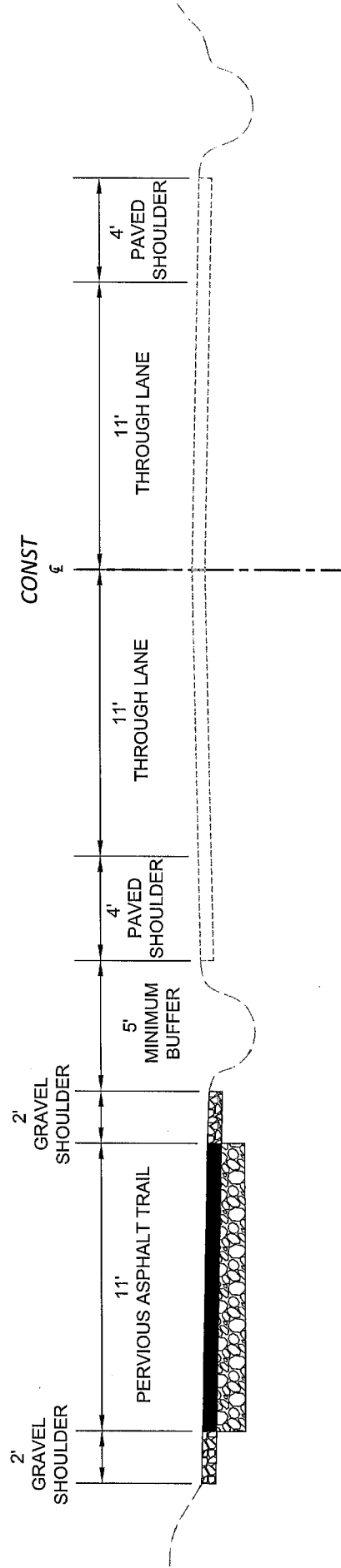
- Interstate Highway
- Highway Ramp
- Limited Access State Highway
- Other State Highway
- Major Road
- Arterial
- Residential
- Golf
- Trail

**PIERCE COUNTY**



The map features are approximate and are intended only to provide an indication of site features. Additional areas that have not been identified may be present. This is not a survey. Orthophotos and other data may not align. This County assumes no liability for damage or loss resulting from use of this map. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND WITHOUT WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.

# PRELIMINARY



**Pierce County**  
Public Works and Utilities  
Office of the City Engineer  
4301 South Pine Street, Suite 446  
Tacoma, Washington 98403-7207  
An APWA Accredited Agency



**14TH AVE NW TRAIL**  
24th Street Northwest to Cushman Trail  
ROADWAY SECTION

Pierce County Planning and Public Works  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Tyra Patterson, Right-of-Way Agent

### SLOPE EASEMENT

Grantor: CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION  
(d.b.a. TACOMA POWER)

Grantee: Pierce County  
Abbreviated Legal: SW QTR of 21-21N-2E  
Tax Parcel No.: a portion of 0221213062  
CRP 5812 Project Parcel 9156  
P2016-084 / E13583

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. TACOMA POWER), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of Five Hundred and No/100 (\$500.00) Dollars, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to Grantor therefrom, does by these presents grant and convey to PIERCE COUNTY ("Pierce County" or "Grantee"), a municipal corporation and political subdivision of the State of Washington (collectively the "Parties" or individually "Party"), for the use of the public, a perpetual, non-exclusive easement (the "Easement"), allowing Pierce County, its agents and assigns, ingress and egress over, under, and across the following described property situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 17 OF GIG HARBOR ABANDONED MILITARY RESERVE IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., AS APPROPRIATED IN PIERCE COUNTY SUPERIOR COURT CAUSE NO. 51234, IN PIERCE COUNTY, WASHINGTON. (ALSO KNOWN AS TACOMA-LAKE CUSHMAN TRANSMISSION LINE) SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PROPERTY SITUATED AT THE INTERSECTION OF SOUTHWESTERLY RIGHT OF WAY LINE OF THE CITY OF TACOMA'S CUSHMAN TRANSMISSION LINE AND THE WEST RIGHT OF WAY MARGIN OF 14<sup>TH</sup> AVENUE NORTHWEST; THENCE NORTHERLY ALONG SAID MARGIN 71.6 FEET, MORE OR LESS, TO THE CENTERLINE OF THE CITY OF TACOMA'S CUSHMAN TRANSMISSION LINE RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID CENTERLINE 8.35 FEET; THENCE



SOUTHERLY PARALLEL WITH THE WEST MARGIN OF 14<sup>TH</sup> AVENUE NORTHWEST 71.6 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF THE CITY OF TACOMA'S CUSHMAN TRANSMISSION LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

For the purpose of constructing and maintaining cuts and/or fills for slopes occasioned by the original grading and reestablishment of grades for County road purposes, together with the right of Pierce County, its agents and assigns, to enter upon said premises at any time with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same.

It is understood and agreed that, in the event the Grantor, its heirs, or assigns, shall excavate and/or place an embankment upon the area covered by this slope easement to the level of the grade abutting thereon, all rights of the Grantee as to this slope easement shall cease and terminate.

The lands herein described contain an area of 502 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of November 30, 2017, and bearing County Road Project (CRP) 5812, entitled 14<sup>th</sup> Avenue Northwest Trail – 24<sup>th</sup> Street Northwest to Cushman Trail.

#### Terms and Conditions of the Easement

**I. Easement Area.** The real property described above is hereinafter referred to as the "Easement Area". Pierce County hereby acknowledges that a major City of Tacoma power utility facility is located within the Easement Area, hereinafter referred to as the "Utility." Pierce County further acknowledges that the proper and sufficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of electricity to the general public. Therefore, the Grantor hereby grants this Easement in exchange for Pierce County's agreement to be bound by, and comply with, the terms and conditions set forth below:

**A. Subordinate.** This Easement shall at all times be subservient, subordinate and subject to the paramount right of the Grantor to inspect, operate, repair, maintain, construct, or reconstruct the Utility and any equipment, facilities, or fixtures auxiliary to the Utility. In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Pierce County's use of the Easement, at Grantor's sole discretion and approval, Pierce County shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to as good or better a condition than existed prior to the use.

**B. Access.** Grantor shall have the right to access the Utility at any time as deemed necessary by the Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility. If Grantor deems it necessary to move, remove, demolish, destroy, or otherwise disrupt any improvements in the Easement Area, the Grantor will give at least 14 days' notice to Pierce County, except in the case of emergency, where the Grantor will notify Pierce County as soon as practical. The Grantor will make reasonable efforts to minimize the damage to any Pierce County improvements authorized by the Easement. Pierce County shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements and Pierce County shall solely bear all expenses for the repair, replacement, and/or enhancement of said improvements.

**C. Assumption of Risk.** Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards.

**D. Nonliability.** Grantor shall not be liable to Pierce County or to any third parties entering upon the Easement Area related to or in furtherance of any act or thing done in connection with the use of the Easement Area. Pierce County, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the use of the Easement Area.

**II. Indemnification.** Pierce County shall indemnify, defend, and hold harmless the Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Pierce County, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements to the Easement Area. The foregoing shall 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 the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that Pierce County shall pay for the removal of and disposal of all soil, whether or not the soil includes Hazardous Substances, if Pierce County removes any soil. Pierce County assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Pierce County, its officers, agents, employees, volunteers, subcontractors, invitees, licensees, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

**IV. Approvals.** Prior to construction or alteration of any improvements authorized by this Easement, Grantee shall submit to Grantor for its written approval the designs and specifications for said improvements. Further, any improvements to be installed on the abutting lands shall maintain setbacks sufficient to avoid impacts to any existing or future infrastructure of the Grantor, its lessees, permittees, or assigns located in the Easement Area.

Grantor's review, consent, or approval of any improvements, plans, specifications, or drawings shall not be deemed consent, authorization, acknowledgement, certification, warranty, or representation that Grantee has obtained all required authorization or that said proposals, drawings, or plans are in any way sufficient or appropriate for the intended purpose, or that said proposals, drawings, or plans comply with regulatory, design, or engineering standards.

**V. Maintenance.** Grantee shall notify Grantor a minimum four (4) weeks prior to any scheduled maintenance to be performed within the Easement Area that may interfere with Grantor's use or operations. It is agreed that if maintenance schedules result in a use conflict, Grantor's schedule shall prevail. Grantee shall notify Grantor as soon as reasonably practicable if emergency maintenance is required and Grantor shall take reasonable measure to accommodate such emergency maintenance. However, Grantee and its lessees shall reimburse Grantor for any extraordinary costs incurred to accommodate such emergency maintenance.

**VI. Taking.** If the Easement Area, or any portion thereof, should be taken for any public or quasi-public

use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantee for its loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking, Grantee may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein. Grantor shall receive the entire award for any Taking of the Easement Area or portion thereof, with no compensation due Grantee.

**VII. Binding on Successors.** The terms and conditions of this Easement shall constitute real covenants that run with the land and are binding upon heirs, successors and assigns.

**VIII. Assignment.** Pierce County shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of the Grantor.

**IX. Condition Subsequent.** Grantor reserves the right to terminate this Easement upon Pierce County's failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement. Grantor also reserves the right to terminate this Easement upon a finding that Grantor's purposes for and use of the Easement Area are more in the interest of the public's health, safety, and welfare, than the use of the Easement Area as a public county road.

**X. Effective Date.** This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**XI. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.

**XII. Waiver.** A waiver or failure by either party to enforce any provision of this Easement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement.

**XIII. Severability.** If any term, condition, or provision of this Easement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

**XIV. All Writings Contained Herein.** This Easement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both parties.

**XV. Applicable Laws; Reasonable Use.** In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement over, under, upon, along and/or across the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof any other Party. Tacoma Power and Pierce County shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

**XVI. Disclaimers.** Pierce County acknowledges and agrees Tacoma Power has made no representation as to the present or future condition of the Easement Area and Tacoma Power expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Pierce County's



**Pierce County:**

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney                      Date

Accepted by:

\_\_\_\_\_  
Brian D. Stacy,    Date  
County Engineer

**Authorized:**

\_\_\_\_\_  
Chris Robinson, Power Superintendent/COO    Date

**Reviewed:**

\_\_\_\_\_  
Joseph A. Wilson,                                      Date  
T&D Power Section Manager

\_\_\_\_\_  
John Nierenberg,                                      Date  
T&D Power Section Assistant Manager

\_\_\_\_\_  
Jeff Singleton, Chief Surveyor                      Date

**Form Approved:**

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



## RESOLUTION NO. U-11031

1 A RESOLUTION authorizing the grant of four easements over Tacoma Water  
2 Pipeline No. 4 fee-owned right-of-way to Pierce County, for the widening  
3 of Canyon Road East.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Water  
5 Division (d.b.a. "Tacoma Water"), requests that the Board authorize the grant of  
6 four easements over Tacoma Water's Pipeline No. 4 ("Pipeline No. 4) fee-  
7 owned right-of-way to Pierce County for the widening of Canyon Road East,  
8 and

9 WHEREAS Tacoma Water operates Pipeline No. 4 as part of its water  
10 supply system and crosses under Canyon Road East in the vicinity of 92<sup>nd</sup>  
11 Street East, in unincorporated Pierce County, and

12 WHEREAS, in order to improve safety, Pierce County is undertaking a  
13 road project that requires the widening of Canyon Road East to accommodate  
14 five traffic lanes, curbs, gutters, sidewalks, and storm drains; with construction  
15 beginning Summer 2019, and

16 WHEREAS the easements are comprised of a perpetual right-of-way  
17 easement over 1,570 square feet, a slope easement over 647 square feet  
18 (located on the west side of the road in Pierce County tax parcel number  
19 0320364170 (aka Project Parcel No. 813A)), a perpetual right-of-way easement  
20 over 3,105 square feet, and a slope easement over 187 square feet (located on  
21 the east side of the road in tax parcel number 0420313077 (aka Project Parcel  
22 No. 8131B)), and  
23  
24  
25  
26



of October 10, 2018

### REQUEST FOR RESOLUTION

Date: September 28, 2018

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

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

Authorize the grant of four easements over Tacoma Water Pipeline No. 4 fee-owned right-of-way to Pierce County for widening of Canyon Road E for consideration of \$8,000.00.

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

Authorize the grant of four easements over Tacoma Water Pipeline No. 4 fee-owned right-of-way to Pierce County for widening of Canyon Road E. The easements are located on both the west and east sides of Canyon Road E in the vicinity of 92<sup>nd</sup> Street E, in unincorporated Pierce County. Based on a third-party appraisal, consideration for the grant of easements is \$8,000.00, which includes value of the easement rights over the land and acquisition of a small amount of asphalt paving used for Pipeline Road. The easements are comprised of a perpetual right-of-way easement over 1,570 SF and a slope easement over 647 SF located on the west side of the road in Pierce County tax parcel number 0320364170 (aka Project Parcel No. 8131A). The perpetual right-of-way easement over 3,105 SF and slope easement over 187 SF are located on the east side of the road in tax parcel number 0420313077 (aka Project Parcel No. 8131B).

3. Summarized reason for resolution:

Tacoma Water operates Pipeline No. 4 as part of its water supply system. The pipeline crosses under Canyon Road E in the vicinity of 92<sup>nd</sup> Street St E. In order to improve safety and traffic circulation, Pierce County is undertaking a road project which requires widening of Canyon Road E to accommodate 5 traffic lanes, curbs, gutters, and sidewalks, and storm drains. Construction is anticipated in Summer 2019. The road project requires the four easements over Tacoma Water right-of-way. The easements include review and approval of construction plans by Tacoma Water engineering, and are subordinate to Tacoma Water's use to insure they will not negatively impact current or future Tacoma Water operations.

The easements have been reviewed by the City Attorney's Office and approved by Tacoma Water and Real Property Services. Tacoma Water has accepted an offer from Pierce County for \$8,000.00 for the four easements, which we believe reflects the current fair market value of the easement rights over the land and acquisition of a small amount of paving used for Pipeline Road. The offer is subject to Public Utility Board approval.


4. Attachments:

- a. Offer Letter
- b. Vicinity Aerial Photo
- c. Right-of-Way Plan
- d. Project Location
- e. Project Improvements
- f. Easements

5.  Funds available       Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

  
Greg Volkhardt, ADM for Watershed and Environmental Programs

Requested by:

  
For: Scott Dewhirst, Water Superintendent

Approved:

  
Jackie Flowers, Director of Utilities





September 12, 2017

Tacoma City Water  
C/O Greg Muller, Real Estate Officer  
3628 South 38<sup>th</sup> Street, ABS-2  
Tacoma, WA 98409

Re: Canyon Road East – 99<sup>th</sup> St Ct E to 84<sup>th</sup> St E  
CRP 5726  
Project Parcel 8131A & B

Dear Mr. Muller:

Pierce County is proceeding with the above-referenced county road project. As part of this project, certain property or property rights need to be acquired from Tacoma Public Utilities as identified on the enclosed right-of-way plan as Project Parcel 8131A and 8131B. Pierce County offers to purchase said property for the amount stated below:

**8131A**

Lands Conveyed Easement: Slope 647 SF (m/l)	\$76.00
Lands Conveyed Easement: Permanent Right of Way 1,570 SF (m/l)	\$1,745.00
Improvements: Asphalt Pavement	<u>\$400.00</u>

**Total Amount (Rounded) (8131A) \$2,300.00**

**8131B**

Lands Conveyed Easement: Slope 187 SF (m/l)	\$24.00
Lands Conveyed Easement: Permanent Right of Way 3,105 SF (m/l)	\$3,828.00
Improvements: Asphalt Pavement	<u>\$1,800.00</u>

**Total Amount (Rounded) (8131B) \$5,700.00**

Your property has been examined by a Washington State Certified Appraiser and qualified Review Appraiser who have carefully considered all the elements that contribute to the market value of your property. By law, they must disregard any general increase or decrease in value caused by the project itself.



If you employ professional services to evaluate this offer, the County will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

Once Pierce County receives signed documents, the closing process begins. Closing can take up to several months depending on the complexity of the transaction and the number of encumbrances on the title, such as a mortgage. The date on which payment is made available to you is called the "date of closing." On that date, the County becomes the owner of the property purchased and responsible for its control and management.

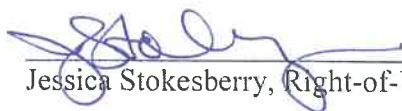
Enclosed please find the following:

- A. The necessary legal documents for the transferring of the property or property rights to Pierce County;
- B. A voucher setting forth the details of this transaction;
- C. An IRS W-9 form;
- D. A Driveway Reconstruction Permit;
- E. A plan sheet showing the property rights we wish to acquire;

If you accept Pierce County's offer, please sign the enclosed documents in the presence of a Notary, and return them to Pierce County in the enclosed, stamped envelope. I am available to meet with you to notarize the documents if you so desire.

Please feel free to contact me directly at (253) 798-7023 or at [jstokes@co.pierce.wa.us](mailto:jstokes@co.pierce.wa.us), to discuss the offer further or address additional questions you may have. If you are calling long distance, you may call collect at (253) 798-7250. Additional information about this road project can be found on our website at: [www.piercecountywa.org/crp5726](http://www.piercecountywa.org/crp5726).

Sincerely,

  
\_\_\_\_\_  
Jessica Stokesberry, Right-of-Way Agent

JS:kem  
Enclosures

cc: File

Receipt of this letter is hereby acknowledged:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

(Signature above does not mean acceptance of offer.)

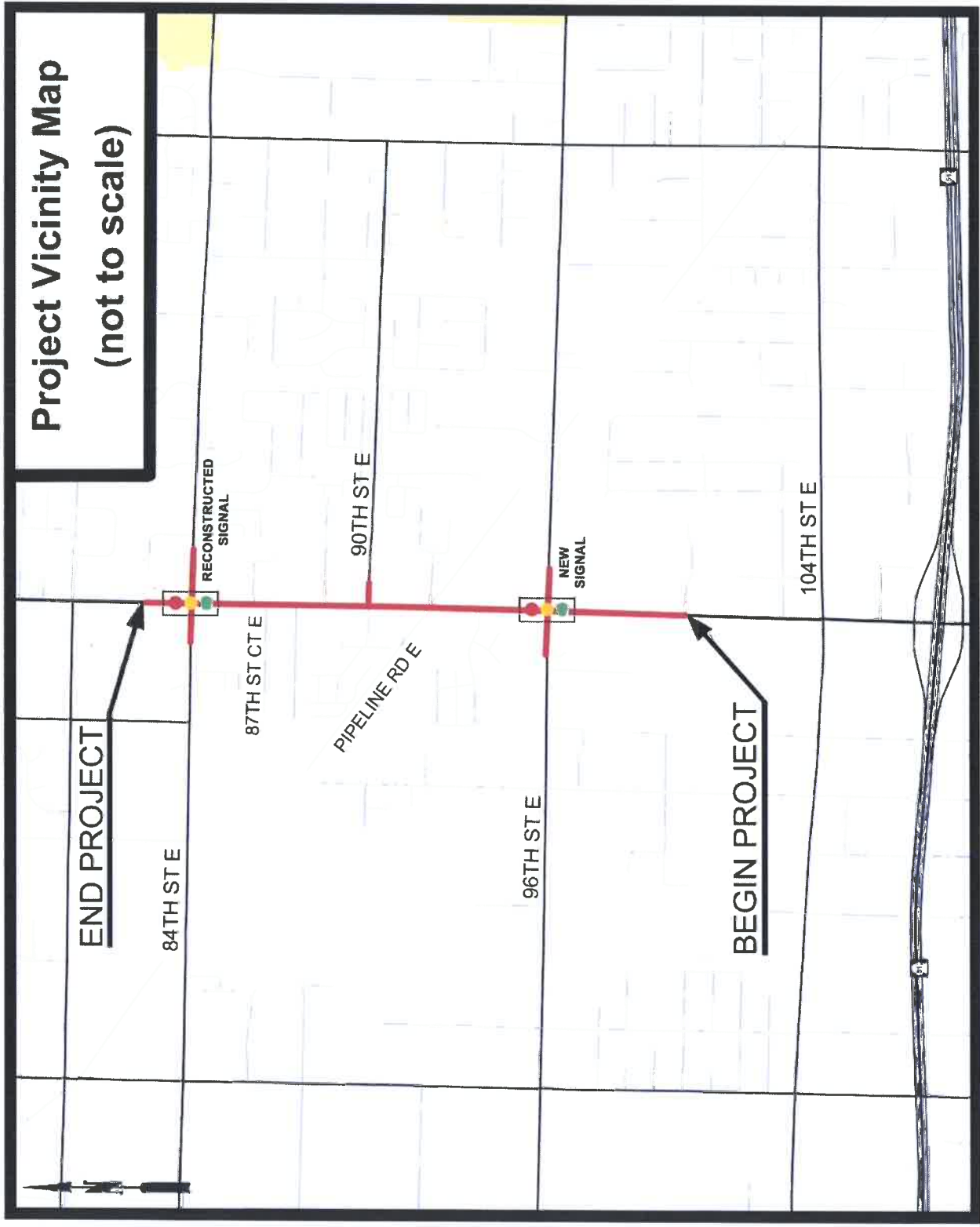
# VICINITY AERIAL PHOTO

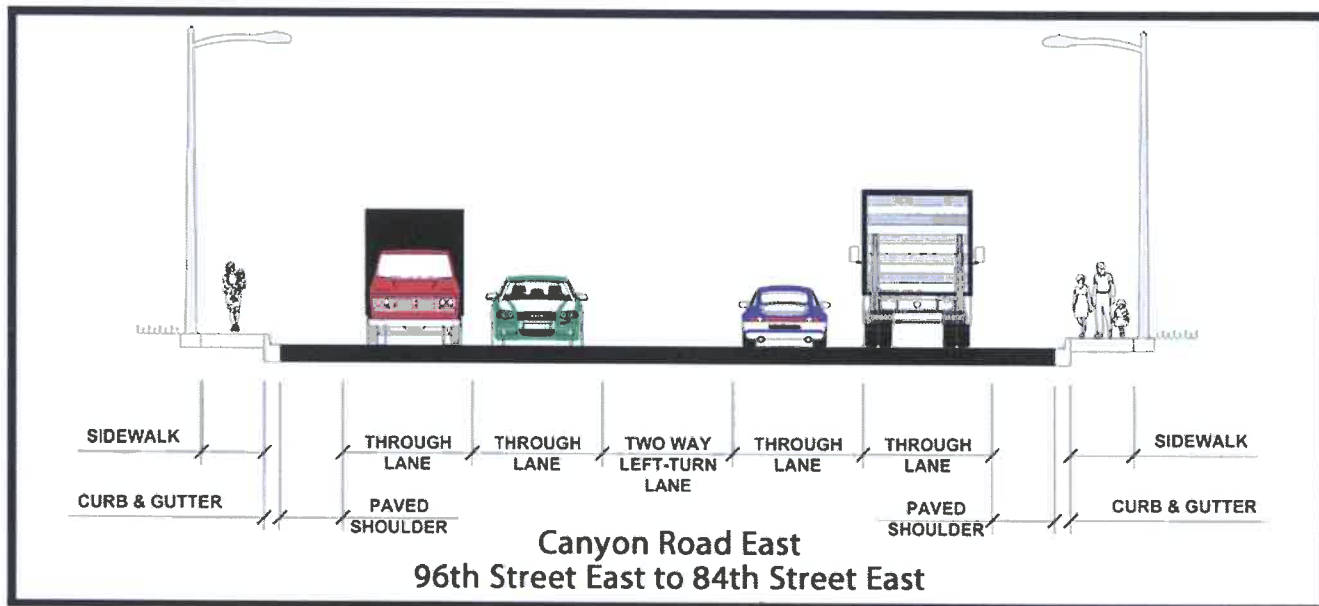
## Tacoma Water Easements to Pierce County











Pierce County Planning and Public Works  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Kai Miller, Right-of-Way Agent

### PERPETUAL RIGHT OF WAY EASEMENT

Grantor(s): CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION  
(d.b.a. TACOMA WATER)

Grantee: Pierce County  
Abbreviated Legal: PTN 36-20-3E SE SE  
Tax Parcel No.: 0320364170  
CRP 5726 Project Parcel 8131A  
P2017-238 E2683

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, d.b.a. Tacoma Water (“Tacoma Water” or “Grantor”), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to Grantor therefrom, does by these presents grant and convey to PIERCE COUNTY (“Pierce County” or “Grantee”), a municipal corporation and political subdivision of the State of Washington (collectively the “Parties” or individually “Party”), for the use of the public, a perpetual, non-exclusive easement (the “Easement”), allowing Pierce County, its agents and assigns, ingress and egress over, under, and across the following described property situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

THE EAST 25 FEET OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL A:  
THOSE PORTIONS OF THE NORTH HALF OF THE SOUTHEAST QUARTER;  
THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER; THE EAST ONE HALF OF THE NORTHWEST QUARTER  
AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION  
36, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION  
35, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN  
LYING WITHIN A STRIP OF LAND 100 FEET IN WIDTH AND BEING 50 FEET WIDE ON  
EACH SIDE OF A CENTER LINE WHICH IS DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36 THAT IS SOUTH 0°  
07' WEST A DISTANCE OF 1344.45 FEET DISTANT FROM THE QUARTER SECTION  
CORNER ON THE EAST SIDE OF SECTION 36; SAID POINT ALSO DESCRIBED AS

BEING 1295.84 FEET NORTH 0° 07' EAST OF THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 53° 31' WEST A DISTANCE OF 5379.08 FEET TO A POINT; SAID POINT BEING ALSO DESCRIBED AS BEING 455 FEET, MORE OR LESS, WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AS MEASURED ALONG SAID CENTER LINE, OF SAID SECTION 36 IN THAT CERTAIN CONDEMNATION UNDER PIERCE COUNTY SUPERIOR COURT CAUSE NO. 72871; THENCE NORTH 56° 07' WEST 1168.38 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36 THAT IS SOUTH 0° 01' EAST 166.23 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 36; THENCE CONTINUE NORTH 56° 07' WEST 16.43 FEET; THENCE NORTH 40° 18.5' WEST 209.62 FEET TO THE NORTH LINE OF SAID SECTION 35 THAT IS 149.18 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 35 AND THE TERMINUS OF SAID CENTER LINE; THE NORTH AND SOUTH LINES OF SAID 100 FOOT WIDE STRIP BEING LENGTHENED OR SHORTENED ACCORDINGLY TO INTERSECT THE NORTH AND EAST BOUNDARY LINES OF THE PROPERTIES HEREIN BEING DESCRIBED;

EXCEPT THAT PORTION OF THE PROPERTY LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON.

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE 40-FOOT RIGHT-OF-WAY ESTABLISHED FOR CANYON ROAD BY ORDER OF PIERCE COUNTY COMMISSIONERS MARCH 18, 1898.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

For the purpose of constructing roadways, sidewalks, drainage facilities, utilities, and all other right-of-way uses, together with the right of Pierce County, its agents and assigns, to enter upon said premises at any time with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, improving, and maintaining the same.

The lands herein described contain an area of 1,570 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of February 6, 2015 and bearing County Road Project (CRP) 5726 entitled Canyon Road East 99<sup>th</sup> St Ct E to 84<sup>th</sup> St E.

#### **Terms and Conditions of the Easement**

**I. Easement Area.** The real property described above is hereinafter referred to as the "Easement Area". Pierce County hereby acknowledges that a major City of Tacoma water utility facility is located within the Easement Area as depicted on the drawing attached as Exhibit "A" to this Easement and incorporated herein, hereinafter referred to as the "Utility." Pierce County further acknowledges that the proper and sufficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of water to the general public. Therefore, the Grantor hereby grants this Easement in exchange for Pierce County's agreement to be bound by, and comply with, the terms and conditions set forth below:

**A. Subordinate.** This Easement shall at all times be subservient, subordinate and subject to the paramount right of the Grantor to inspect, operate, repair, maintain, construct, or reconstruct the Utility and any equipment, facilities, or fixtures auxiliary to the Utility. In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Pierce County's use of the Easement, at Grantor's sole discretion and approval, Pierce County shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to as good or better a condition than existed prior



to the use.

**B. Access.** Grantor shall have the right to access the Utility at any time as deemed necessary by the Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility. If Grantor deems it necessary to move, remove, demolish, destroy, or otherwise disrupt any improvements in the Easement Area, the Grantor will give at least 14 days' notice to Pierce County, except in the case of emergency, where the Grantor will notify Pierce County as soon as practical. The Grantor will make reasonable efforts to minimize the damage to any Pierce County improvements authorized by the Easement. Pierce County shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements and Pierce County shall solely bear all expenses for the repair, replacement, and/or enhancement of said improvements.

**C. Assumption of Risk.** Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards.

**D. Nonliability.** Grantor shall not be liable to Pierce County or to any third parties entering upon the Easement Area related to or in furtherance of any act or thing done in connection with the use the use of the Easement Area. Pierce County, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the use of the Easement Area.

**II. Indemnification.** Pierce County shall indemnify, defend, and hold harmless the Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Pierce County, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements to the Easement Area. The foregoing shall 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 the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that Pierce County shall pay for the removal of and disposal of all soil, whether or not the soil includes Hazardous Substances, if Pierce County removes any soil. Pierce County assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Pierce County, its officers, agents, employees, volunteers, subcontractors, invitees, licenses, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

**IV. Approvals.** Prior to construction or alteration of any improvements authorized by this Easement, Grantee shall submit to Grantor for its written approval the designs and specifications for said improvements. Further, any improvements to be installed on the abutting lands shall maintain setbacks sufficient to avoid impacts to any existing or future infrastructure of the Grantor, its lessees, permittees, or assigns located in the Easement Area.

Grantor's review, consent, or approval of any improvements, plans, specifications, or drawings shall not be deemed consent, authorization, acknowledgement, certification, warranty, or representation that Grantee has obtained all required authorization or that said proposals, drawings, or plans are in any way sufficient or appropriate for the intended purpose, or that said proposals, drawings, or plans comply with regulatory, design, or engineering standards.

**V. Maintenance.** Grantee shall notify Grantor a minimum four (4) weeks prior to any scheduled maintenance to be performed within the Easement Area that may interfere with Grantor's use or operations. It is agreed that if maintenance schedules result in a use conflict, Grantor's schedule shall prevail. Grantee shall notify Grantor as soon as reasonably practicable if emergency maintenance is required and Grantor shall take reasonable measure to accommodate such emergency maintenance. However, Grantee and its lessees shall reimburse Grantor for any extraordinary costs incurred to accommodate such emergency maintenance.

**VI. Taking.** If the Easement Area, or any portion thereof, should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantee for its loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking, Grantee may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein. Grantor shall receive the entire award for any Taking of the Easement Area or portion thereof, with no compensation due Grantee.

**VII. Binding on Successors.** The terms and conditions of this Easement shall constitute real covenants that run with the land and are binding upon heirs, successors and assigns.

**VIII. Assignment.** Pierce County shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of the Grantor.

**IX. Condition Subsequent.** Grantor reserves the right to terminate this Easement upon Pierce County's failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement. Grantor also reserves the right to terminate this Easement upon a finding that Grantor's purposes for and use of the Easement Area are more in the interest of the public's health, safety, and welfare, than the use of the Easement Area as a public county road.

**X. Effective Date.** This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**XI. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.

**XII. Waiver.** A waiver or failure by either party to enforce any provision of this Easement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement.

**XIII. Severability.** If any term, condition, or provision of this Easement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

**XIV. All Writings Contained Herein.** This Easement, together with all exhibits, constitutes the complete

and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both parties.

**XV. Applicable Laws; Reasonable Use.** In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement over, under, upon, along and/or across the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof any other Party. Tacoma Power and Pierce County shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

**XVI. Disclaimers.** Pierce County acknowledges and agrees Tacoma Power has made no representation as to the present or future condition of the Easement Area and Tacoma Power expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Pierce County's intended uses.

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

Authorized by Public Utility Board Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2018. Executed this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES

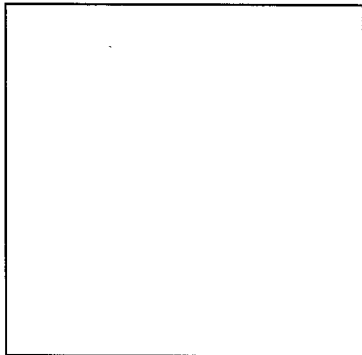
By: \_\_\_\_\_  
Jackie Flowers, Director of Utilities

STATE OF WASHINGTON    )  
  )  
COUNTY OF PIERCE    )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jackie Flowers, to me known to be the Director of Utilities 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 therein 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 \_\_\_\_\_

My commission Expires \_\_\_\_\_

**Accepted by Pierce County:**

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney                      Date

\_\_\_\_\_  
County Engineer                                      Date

**Authorized:**

\_\_\_\_\_  
Scott Dewhirst, Water Superintendent                      Date

**Reviewed:**

\_\_\_\_\_  
Greg Volkhardt,                                      Date  
Assistant Division Manager for Watershed  
and Environmental Programs

\_\_\_\_\_  
John Haase, Surveyor                                      Date

**Form Approved:**

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



Pierce County Planning and Public Works  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Kai Miller, Right-of-Way Agent

## SLOPE EASEMENT

Grantor: CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION  
(d.b.a. TACOMA WATER)

Grantee: Pierce County  
Abbreviated Legal: PTN 36-20-3E SE SE  
Tax Parcel No.: 0320364170  
CRP 5726 Project Parcel 8131A  
P2017-238 E2684

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, d.b.a. Tacoma Water (“Tacoma Water” or “Grantor”), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of One Hundred and No/100 (\$100.00) Dollars, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to Grantor therefrom, does by these presents grant and convey to PIERCE COUNTY (“Pierce County” or “Grantee”), a municipal corporation and political subdivision of the State of Washington (collectively the “Parties” or individually “Party”), for the use of the public, a perpetual, non-exclusive easement (the “Easement”), allowing Pierce County, its agents and assigns, ingress and egress over, under and across the following described property situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A:  
THOSE PORTIONS OF THE NORTH HALF OF THE SOUTHEAST QUARTER;  
THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER; THE EAST ONE HALF OF THE NORTHWEST QUARTER  
AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION  
36, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION  
35, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN  
LYING WITHIN A STRIP OF LAND 100 FEET IN WIDTH AND BEING 50 FEET WIDE ON  
EACH SIDE OF A CENTER LINE WHICH IS DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36 THAT IS SOUTH 0°  
07' WEST A DISTANCE OF 1344.45 FEET DISTANT FROM THE QUARTER SECTION  
CORNER ON THE EAST SIDE OF SECTION 36; SAID POINT ALSO DESCRIBED AS

BEING 1295.84 FEET NORTH 0° 07' EAST OF THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 53° 31' WEST A DISTANCE OF 5379.08 FEET TO A POINT; SAID POINT BEING ALSO DESCRIBED AS BEING 455 FEET, MORE OR LESS, WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AS MEASURED ALONG SAID CENTER LINE, OF SAID SECTION 36 IN THAT CERTAIN CONDEMNATION UNDER PIERCE COUNTY SUPERIOR COURT CAUSE NO. 72871; THENCE NORTH 56° 07' WEST 1168.38 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36 THAT IS SOUTH 0° 01' EAST 166.23 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 36; THENCE CONTINUE NORTH 56° 07' WEST 16.43 FEET; THENCE NORTH 40° 18.5' WEST 209.62 FEET TO THE NORTH LINE OF SAID SECTION 35 THAT IS 149.18 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 35 AND THE TERMINUS OF SAID CENTER LINE; THE NORTH AND SOUTH LINES OF SAID 100 FOOT WIDE STRIP BEING LENGTHENED OR SHORTENED ACCORDINGLY TO INTERSECT THE NORTH AND EAST BOUNDARY LINES OF THE PROPERTIES HEREIN BEING DESCRIBED;

EXCEPT THAT PORTION OF THE PROPERTY LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON.

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE 40-FOOT RIGHT-OF-WAY ESTABLISHED FOR CANYON ROAD BY ORDER OF PIERCE COUNTY COMMISSIONERS MARCH 18, 1898.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A, SHOWN AS ENGINEERS STATION (HEREINAFTER REFERRED TO AS (ES) "R/Wa" 269+73.12, 20.00 FEET LEFT, AS SHOWN ON THAT MAP OF DEFINITE LOCATION ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, TITLED "CANYON ROAD EAST, 99<sup>TH</sup> STREET COURT EAST TO 84<sup>TH</sup> STREET EAST, DATED FEBRUARY 5, 2015, CORNER SITUATED ON THE WESTERLY RIGHT OF WAY MARGIN OF SAID CANYON ROAD EAST; THENCE NORTHWESTERLY ALONG SOUTH LINE OF SAID PARCEL TO THE WEST LINE OF THE EAST 25.00 FEET OF SAID PARCEL SHOWN AS "R/Wa" 269+91.53, 45.00 FEET LEFT AND THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 25.00 FEET TO (ES) "R/Wa" 270+45.03, 45.00 FEET LEFT AND THE NORTH LINE OF SAID PROPERTY; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 39.00 FEET OF SAID PARCEL SHOWN AS (ES) "R/Wa" 270+44.95, 59.00 FEET LEFT; THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EAST 39.00 FEET TO A POINT SHOWN AS (ES) "R/Wa" 270+13.00, 59.00 FEET LEFT; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID PARCEL SHOWN AS (ES) "R/Wa" 269+97.96, 53.74 FEET LEFT; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

For the purpose of constructing and maintaining cuts and/or fills for slopes occasioned by the original grading and re-establishment of grades for County road purposes, together with the right of Pierce County, its agents and assigns, to enter upon said premises at any time with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same.



It is understood and agreed that, in the event the Grantor, its heirs, or assigns, shall excavate and/or place an embankment upon the area covered by this slope easement to the level of the grade abutting thereon, all rights of the Grantee as to this slope easement shall cease and terminate.

The lands herein described contain an area of 647 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of February 6, 2015 and bearing County Road Project (CRP) 5726 entitled Canyon Road East 99<sup>th</sup> St Ct E to 84<sup>th</sup> St E.

### Terms and Conditions of the Easement

**I. Easement Area.** The real property described above is hereinafter referred to as the "Easement Area". Pierce County hereby acknowledges that a major City of Tacoma water utility facility is located within the Easement Area as depicted on the drawing attached as Exhibit "A" to this Easement and incorporated herein, hereinafter referred to as the "Utility." Pierce County further acknowledges that the proper and sufficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of water to the general public. Therefore, the Grantor hereby grants this Easement in exchange for Pierce County's agreement to be bound by, and comply with, the terms and conditions set forth below:

**A. Subordinate.** This Easement shall at all times be subservient, subordinate and subject to the paramount right of the Grantor to inspect, operate, repair, maintain, construct, or reconstruct the Utility and any equipment, facilities, or fixtures auxiliary to the Utility. In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Pierce County's use of the Easement, at Grantor's sole discretion and approval, Pierce County shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to as good or better a condition than existed prior to the use.

**B. Access.** Grantor shall have the right to access the Utility at any time as deemed necessary by the Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility. If Grantor deems it necessary to move, remove, demolish, destroy, or otherwise disrupt any improvements in the Easement Area, the Grantor will give at least 14 days' notice to Pierce County, except in the case of emergency, where the Grantor will notify Pierce County as soon as practical. The Grantor will make reasonable efforts to minimize the damage to any Pierce County improvements authorized by the Easement. Pierce County shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements and Pierce County shall solely bear all expenses for the repair, replacement, and/or enhancement of said improvements.

**C. Assumption of Risk.** Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards.

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death) and/or damage to property, except to the extent such injury or damage results from the fault of the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that Pierce County shall pay for the removal of and disposal of all soil, whether or not the soil includes Hazardous Substances, if Pierce County removes any soil. Pierce County assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Pierce County, its officers, agents, employees, volunteers, subcontractors, invitees, licensees, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

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**X. Effective Date.** This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**XI. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.

**XII. Waiver.** A waiver or failure by either party to enforce any provision of this Easement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement.

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

Authorized by Public Utility Board Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2018. Executed this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES

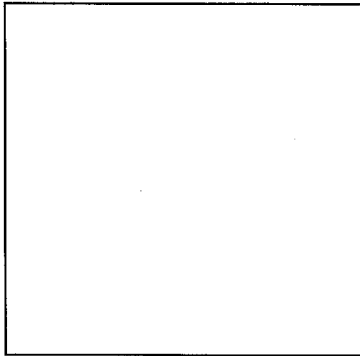
By: \_\_\_\_\_  
Jackie Flowers, Director of Utilities

STATE OF WASHINGTON    )  
  )  
COUNTY OF PIERCE    )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jackie Flowers, to me known to be the Director of Utilities 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 therein 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 \_\_\_\_\_

My commission Expires \_\_\_\_\_

**Accepted by Pierce County:**

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney                      Date

\_\_\_\_\_  
County Engineer                                      Date

**Authorized:**

\_\_\_\_\_  
Scott Dewhirst, Water Superintendent                      Date

**Reviewed:**

\_\_\_\_\_  
Greg Volkhardt,                                      Date  
Assistant Division Manager for Watershed  
and Environmental Programs

\_\_\_\_\_  
John Haase, Surveyor                                      Date

**Form Approved:**

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



Pierce County Planning and Public Works  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Kai Miller, Right-of-Way Agent

### PERPETUAL RIGHT OF WAY EASEMENT

Grantor(s): CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION  
(d.b.a. TACOMA WATER)

Grantee: Pierce County  
Abbreviated Legal: PTN 31-20N-04E SW SW  
Tax Parcel No.: 0420313077  
CRP 5726 Project Parcel 8131B  
P2017-238 E2685

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, d.b.a. Tacoma Water ("Tacoma Water" or "Grantor"), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to Grantor therefrom, does by these presents grant and convey to PIERCE COUNTY ("Pierce County" or "Grantee"), a municipal corporation and political subdivision of the State of Washington (collectively the "Parties" or individually "Party"), for the use of the public, a perpetual, non-exclusive easement (the "Easement"), allowing Pierce County, its agents and assigns, ingress and egress over, under, and across the following described property situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

THE WEST 25.00 FEET OF THE FOLLOWING PROPERTY DESCRIBED AS FOLLOWS:

PARCEL B:

THAT PORTION OF A 100-FOOT-WIDE STRIP OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; AND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN BEING 50 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT OF THE WEST LINE OF SAID SECTION 31 THAT IS 1295.84 FEET NORTH 3° 25' WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 57° 3' EAST A DISTANCE OF 1495 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST OF SAID SECTION 31 AT A POINT THAT IS 433 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST

CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE SOUTH 53° 59' EAST A DISTANCE OF 746 FEET, MORE OR LESS TO THE  
INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6  
OF TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. AT A POINT THAT IS 705.88 FEET  
WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 54°  
27' 43" EAST A DISTANCE OF 880 FEET, MORE OR LESS, TO INTERSECTION WITH  
THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST  
QUARTER OF SAID SECTION 6 THAT IS 508 FEET SOUTH OF THE NORTH QUARTER  
CORNER OF SAID SECTION 6 AND THE TERMINUS OF SAID CENTER LINE.  
THE NORTHERLY AND SOUTHERLY LINES OF SAID 100-FOOT-WIDE STRIP BEING  
LENGTHENED OR SHORTENED RESPECTIVELY TO INTERSECT THE WEST LINE OF  
SAID SOUTHWEST QUARTER OF SAID SECTION 31 AND THE EAST LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 6;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE 40-FOOT RIGHT-OF-WAY  
ESTABLISHED FOR CANYON ROAD BY ORDER OF PIERCE COUNTY  
COMMISSIONERS MARCH 18, 1898.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

For the purpose of constructing roadways, sidewalks, drainage facilities, utilities, and all other right-of-way uses, together with the right of Pierce County, its agents and assigns, to enter upon said premises at any time with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, improving, and maintaining the same.

The lands herein described contain an area of 3,105 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of February 6, 2015 and bearing County Road Project (CRP) 5726 entitled Canyon Road East 99<sup>th</sup> St Ct E to 84<sup>th</sup> St E.

#### **Terms and Conditions of the Easement**

**I. Easement Area.** The real property described above is hereinafter referred to as the "Easement Area". Pierce County hereby acknowledges that a major City of Tacoma water utility facility is located within the Easement Area as depicted on the drawing attached as Exhibit "A" to this Easement and incorporated herein, hereinafter referred to as the "Utility." Pierce County further acknowledges that the proper and sufficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of water to the general public. Therefore, the Grantor hereby grants this Easement in exchange for Pierce County's agreement to be bound by, and comply with, the terms and conditions set forth below:

**A. Subordinate.** This Easement shall at all times be subservient, subordinate and subject to the paramount right of the Grantor to inspect, operate, repair, maintain, construct, or reconstruct the Utility and any equipment, facilities, or fixtures auxiliary to the Utility. In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Pierce County's use of the Easement, at Grantor's sole discretion and approval, Pierce County shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to as good or better a condition than existed prior to the use.

**B. Access.** Grantor shall have the right to access the Utility at any time as deemed necessary by the Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility. If Grantor deems it necessary to move, remove, demolish, destroy, or otherwise disrupt any improvements in the Easement Area, the Grantor will give at least 14 days' notice to Pierce County, except in the case of emergency, where the Grantor will notify Pierce County as soon as practical. The Grantor will make



reasonable efforts to minimize the damage to any Pierce County improvements authorized by the Easement. Pierce County shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements and Pierce County shall solely bear all expenses for the repair, replacement, and/or enhancement of said improvements.

**C. Assumption of Risk.** Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards.

**D. Nonliability.** Grantor shall not be liable to Pierce County or to any third parties entering upon the Easement Area related to or in furtherance of any act or thing done in connection with the use of the Easement Area. Pierce County, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the use of the Easement Area.

**II. Indemnification.** Pierce County shall indemnify, defend, and hold harmless the Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Pierce County, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements to the Easement Area. The foregoing shall 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 the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that Pierce County shall pay for the removal of and disposal of all soil, whether or not the soil includes Hazardous Substances, if Pierce County removes any soil. Pierce County assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Pierce County, its officers, agents, employees, volunteers, subcontractors, invitees, licensees, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

**IV. Approvals.** Prior to construction or alteration of any improvements authorized by this Easement, Grantee shall submit to Grantor for its written approval the designs and specifications for said improvements. Further, any improvements to be installed on the abutting lands shall maintain setbacks sufficient to avoid impacts to any existing or future infrastructure of the Grantor, its lessees, permittees, or assigns located in the Easement Area.

Grantor's review, consent, or approval of any improvements, plans, specifications, or drawings shall not be deemed consent, authorization, acknowledgement, certification, warranty, or representation that Grantee has obtained all required authorization or that said proposals, drawings, or plans are in any way sufficient or appropriate for the intended purpose, or that said proposals, drawings, or plans comply with regulatory, design, or engineering standards.

**V. Maintenance.** Grantee shall notify Grantor a minimum four (4) weeks prior to any scheduled maintenance to be performed within the Easement Area that may interfere with Grantor's use or operations. It is agreed that if maintenance schedules result in a use conflict, Grantor's schedule shall prevail. Grantee shall notify Grantor as soon as reasonably practicable if emergency maintenance is required and Grantor shall take reasonable measure to accommodate such emergency maintenance. However, Grantee and its lessees shall reimburse Grantor for any extraordinary costs incurred to accommodate such emergency maintenance.

**VI. Taking.** If the Easement Area, or any portion thereof, should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantee for its loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking, Grantee may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein. Grantor shall receive the entire award for any Taking of the Easement Area or portion thereof, with no compensation due Grantee.

**VII. Binding on Successors.** The terms and conditions of this Easement shall constitute real covenants that run with the land and are binding upon heirs, successors and assigns.

**VIII. Assignment.** Pierce County shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of the Grantor.

**IX. Condition Subsequent.** Grantor reserves the right to terminate this Easement upon Pierce County's failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement. Grantor also reserves the right to terminate this Easement upon a finding that Grantor's purposes for and use of the Easement Area are more in the interest of the public's health, safety, and welfare, than the use of the Easement Area as a public county road.

**X. Effective Date.** This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**XI. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.

**XII. Waiver.** A waiver or failure by either party to enforce any provision of this Easement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement.

**XIII. Severability.** If any term, condition, or provision of this Easement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

**XIV. All Writings Contained Herein.** This Easement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both parties.

**XV. Applicable Laws; Reasonable Use.** In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement over, under, upon, along

and/or across the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof any other Party. Tacoma Power and Pierce County shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

**XVI. Disclaimers.** Pierce County acknowledges and agrees Tacoma Power has made no representation as to the present or future condition of the Easement Area and Tacoma Power expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Pierce County's intended uses.

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

Authorized by Public Utility Board Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2018. Executed this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES

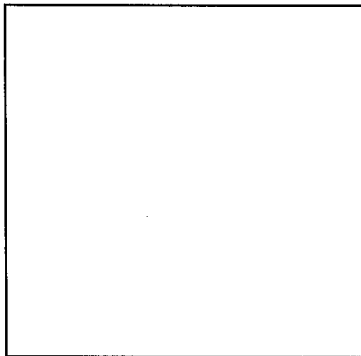
By: \_\_\_\_\_  
Jackie Flowers, Director of Utilities

STATE OF WASHINGTON    )  
  )  
COUNTY OF PIERCE    )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jackie Flowers, to me known to be the Director of Utilities 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 therein 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 \_\_\_\_\_

My commission Expires \_\_\_\_\_

**Accepted by Pierce County:**

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney                      Date

\_\_\_\_\_  
County Engineer                                      Date

**Authorized:**

\_\_\_\_\_  
Scott Dewhirst, Water Superintendent                      Date

**Reviewed:**

\_\_\_\_\_  
Greg Volkhardt,                                      Date  
Assistant Division Manager for Watershed  
and Environmental Programs

\_\_\_\_\_  
John Haase, Surveyor                                      Date

**Form Approved:**

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



Pierce County Planning and Public Works  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Kai Miller, Right-of-Way Agent

## SLOPE EASEMENT

Grantor: CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION  
(d.b.a. TACOMA WATER)

Grantee: Pierce County  
Abbreviated Legal: PTN 31-20N-04E SW SW  
Tax Parcel No.: 0420313077  
CRP 5726 Project Parcel 8131B  
P2017-238 E2686

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, d.b.a. Tacoma Water ("Tacoma Water" or "Grantor"), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of One Hundred and No/100 (\$100.00) Dollars, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to Grantor therefrom, does by these presents grant and convey to PIERCE COUNTY ("Pierce County" or "Grantee"), a municipal corporation and political subdivision of the State of Washington (collectively the "Parties" or individually "Party"), for the use of the public, a perpetual, non-exclusive easement (the "Easement"), allowing Pierce County, its agents and assigns, ingress and egress over, under and across the following described property situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

THAT PORTION OF THE FOLLOWING PROPERTY DESCRIBED AS FOLLOWS:

PARCEL B:

THAT PORTION OF A 100-FOOT-WIDE STRIP OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; AND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN BEING 50 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT OF THE WEST LINE OF SAID SECTION 31 THAT IS 1295.84 FEET NORTH 3° 25' WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 57° 3' EAST A DISTANCE OF 1495 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST OF SAID SECTION 31 AT A POINT THAT IS 433 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST

CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE SOUTH 53° 59' EAST A DISTANCE OF 746 FEET, MORE OR LESS TO THE  
INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6  
OF TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. AT A POINT THAT IS 705.88 FEET  
WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 54°  
27' 43" EAST A DISTANCE OF 880 FEET, MORE OR LESS, TO INTERSECTION WITH  
THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST  
QUARTER OF SAID SECTION 6 THAT IS 508 FEET SOUTH OF THE NORTH QUARTER  
CORNER OF SAID SECTION 6 AND THE TERMINUS OF SAID CENTER LINE.  
THE NORTHERLY AND SOUTHERLY LINES OF SAID 100-FOOT-WIDE STRIP BEING  
LENGTHENED OR SHORTENED RESPECTIVELY TO INTERSECT THE WEST LINE OF  
SAID SOUTHWEST QUARTER OF SAID SECTION 31 AND THE EAST LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 6;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE 40-FOOT RIGHT-OF-WAY  
ESTABLISHED FOR CANYON ROAD BY ORDER OF PIERCE COUNTY  
COMMISSIONERS MARCH 18, 1898.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL B, SHOWN AS  
ENGINEERS STATION HEREINAFTER REFERRED TO AS (ES) "R/Wa" 269+43.67, 20.00  
FEET RIGHT, AS SHOWN ON THAT MAP OF DEFINITE LOCATION ON FILE IN THE  
OFFICE OF THE COUNTY ENGINEER, TITLED "CANYON ROAD EAST, 99<sup>TH</sup> STREET  
COURT EAST TO 84<sup>TH</sup> STREET EAST, DATED FEBRUARY 6, 2015 THENCE  
SOUTHEASTERLY ALONG SOUTH LINE OF SAID PARCEL TO THE EAST LINE OF THE  
WEST 25.00 FEET OF SAID PARCEL SHOWN AS  
"R/Wa" 269+25.27, 45.00 FEET RIGHT AND THE POINT OF BEGINNING; THENCE  
NORTHERLY ALONG SAID EAST LINE OF THE WEST 25.00 FEET TO A POINT SHOWN  
AS "R/Wa" 269+62.52, 45.00 FEET RIGHT; THENCE SOUTHEASTERLY TO THE EAST  
LINE OF THE WEST 30.00 FEET OF SAID PARCEL SHOWN AS "R/Wa" 269+58.84, 50.00  
FEET RIGHT; THENCE SOUTHERLY ALONG SAID EAST LINE OF THE WEST 30.00  
FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE NORTHWESTERLY ALONG  
SAID SOUTH LINE TO THE POINT OF BEGINNING.

For the purpose of constructing and maintaining cuts and/or fills for slopes occasioned by the  
original grading and re-establishment of grades for County road purposes, together with the right of Pierce  
County, its agents and assigns, to enter upon said premises at any time with all necessary staff, material,  
and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same.

It is understood and agreed that, in the event the Grantor, its heirs, or assigns, shall excavate  
and/or place an embankment upon the area covered by this slope easement to the level of the grade abutting  
thereon, all rights of the Grantee as to this slope easement shall cease and terminate.

The lands herein described contain an area of 187 square feet, more or less, the specific details  
concerning all of which are to be found in that certain map of definite location now of record and on file in  
the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of February 6,  
2015 and bearing County Road Project (CRP) 5726 entitled Canyon Road East 99<sup>th</sup> St Ct E to 84<sup>th</sup> St E.



### Terms and Conditions of the Easement

**I. Easement Area.** The real property described above is hereinafter referred to as the "Easement Area". Pierce County hereby acknowledges that a major City of Tacoma water utility facility is located within the Easement Area as depicted on the drawing attached as Exhibit "A" to this Easement and incorporated herein, hereinafter referred to as the "Utility." Pierce County further acknowledges that the proper and sufficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of water to the general public. Therefore, the Grantor hereby grants this Easement in exchange for Pierce County's agreement to be bound by, and comply with, the terms and conditions set forth below:

**A. Subordinate.** This Easement shall at all times be subservient, subordinate and subject to the paramount right of the Grantor to inspect, operate, repair, maintain, construct, or reconstruct the Utility and any equipment, facilities, or fixtures auxiliary to the Utility. In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Pierce County's use of the Easement, at Grantor's sole discretion and approval, Pierce County shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to as good or better a condition than existed prior to the use.

**B. Access.** Grantor shall have the right to access the Utility at any time as deemed necessary by the Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility. If Grantor deems it necessary to move, remove, demolish, destroy, or otherwise disrupt any improvements in the Easement Area, the Grantor will give at least 14 days' notice to Pierce County, except in the case of emergency, where the Grantor will notify Pierce County as soon as practical. The Grantor will make reasonable efforts to minimize the damage to any Pierce County improvements authorized by the Easement. Pierce County shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements and Pierce County shall solely bear all expenses for the repair, replacement, and/or enhancement of said improvements.

**C. Assumption of Risk.** Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards.

**D. Nonliability.** Grantor shall not be liable to Pierce County or to any third parties entering upon the Easement Area related to or in furtherance of any act or thing done in connection with the use of the Easement Area. Pierce County, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the use of the Easement Area.

**II. Indemnification.** Pierce County shall indemnify, defend, and hold harmless the Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Pierce County, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements to the Easement Area. The foregoing shall 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 the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that Pierce County shall pay for the removal of and disposal of all soil, whether or not the soil includes Hazardous Substances, if Pierce County removes

any soil. Pierce County assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Pierce County, its officers, agents, employees, volunteers, subcontractors, invitees, licensees, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

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**VIII. Assignment.** Pierce County shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of the Grantor.

**IX. Condition Subsequent.** Grantor reserves the right to terminate this Easement upon Pierce County's failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement. Grantor also reserves the right to terminate this Easement upon a finding that Grantor's purposes for and use of the Easement Area are more in the interest of the public's health, safety, and welfare, than the use of the Easement Area as a public county road.

**X. Effective Date.** This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**XI. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.

**XII. Waiver.** A waiver or failure by either party to enforce any provision of this Easement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement.

**XIII. Severability.** If any term, condition, or provision of this Easement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

**XIV. All Writings Contained Herein.** This Easement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both parties.

**XV. Applicable Laws; Reasonable Use.** In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement over, under, upon, along and/or across the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof any other Party. Tacoma Power and Pierce County shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

**XVI. Disclaimers.** Pierce County acknowledges and agrees Tacoma Power has made no representation as to the present or future condition of the Easement Area and Tacoma Power expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Pierce County's intended uses.

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

Authorized by Public Utility Board Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2018. Executed this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES

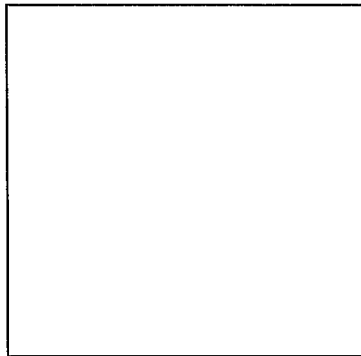
By: \_\_\_\_\_  
Jackie Flowers, Director of Utilities

STATE OF WASHINGTON    )  
  )  
COUNTY OF PIERCE    )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jackie Flowers, to me known to be the Director of Utilities 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 therein 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 \_\_\_\_\_

My commission Expires \_\_\_\_\_

**Accepted by Pierce County:**

Approved as to legal form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney                      Date

\_\_\_\_\_  
County Engineer                                      Date

**Authorized:**

\_\_\_\_\_  
Scott Dewhirst, Water Superintendent                      Date

**Reviewed:**

\_\_\_\_\_  
Greg Volkhardt,                                      Date  
Assistant Division Manager for Watershed  
and Environmental Programs

\_\_\_\_\_  
John Haase, Surveyor                                      Date

**Form Approved:**

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

