

July 10, 2019

MOTION

I hereby move that the following motion be approved:

19-04. In accordance with Rule 2, Election of Officers, of the Public Utility Board RULES FOR ORDER OF BUSINESS, that Karen Larkin, Bryan Flint, and Mark Patterson be nominated as elected Chair, Vice-Chair, and Secretary respectively.



## RESOLUTION NO. U-11089

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

5 WHEREAS the City of Tacoma, Department of Public Utilities, requested  
6 bids/proposals for the purchase of certain materials, supplies, equipment and/or  
7 the furnishing of certain services, or proposes to purchase off an agreement  
8 previously competitively bid and entered into by another governmental entity, or  
9 for the sales of surplus, or desires to increase and/or extend an existing  
10 agreement, all as explained by the attached Exhibit "A," which by this reference  
11 is incorporated herein, and  
12

13 WHEREAS in response thereto, bids/proposals (or prices from another  
14 governmental agreement) were received, all as evidenced by Exhibit "A," and  
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting  
17 division have heretofore made their recommendations, which may include  
18 waiver of the formal competitive bid process because it was not practicable to  
19 follow said process, or because the purchase is from a single source, or there is  
20 an emergency that requires such waiver, and/or waiver of minor deviations, and  
21 in the case of sale of surplus, a declaration of surplus has been made certifying  
22 that said items are no longer essential for continued effective utility service, as  
23 explained in Exhibit "A," and  
24  
25  
26



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:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

Adopted \_\_\_\_\_

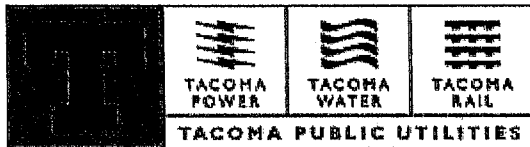


EXHIBIT "A"

RESOLUTION NO.: U-11089

ITEM NO.: 1

MEETING DATE: JULY 10, 2019

**TO:** Board of Contracts and Awards  
**FROM:** Chris Robinson, Power Superintendent/COO, Tacoma Power  
Bill Berry, Section Manager; Ryan McLaughlin, PMO Manager  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Richelle Krienke, Finance/Purchasing  
**SUBJECT:** Project Management Training  
Request for Proposals Specification No. RP19-0021F– July 10, 2019  
**DATE:** June 17, 2019

**RECOMMENDATION SUMMARY:**

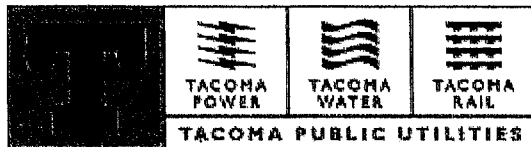
The Rates, Planning & Analysis section of Tacoma Power recommends a contract be awarded to Projectize Group LLC, Avon, CT, for curriculum development and onsite staff training to advance organizational project management maturity on an as-needed basis in the amount of \$430,000.00 plus applicable taxes, for an initial two-year contract term, with the option to renew for three additional one-year renewal terms, for a projected contract amount of \$600,000.00.

**BACKGROUND:**

ISSUE: Tacoma Power conducted a Project Management Maturity Assessment (PMMA) in 2018. The PMMA identified opportunities for improvement in Power's project management discipline. One of these areas of improvement is training to help Tacoma Power achieve the future project management maturity targets outlined in the PMMA report as well as the milestones outlined in the PMO Program Roadmap (attached).

In order to meet these milestones, potential training topics, as outlined in the PMMA Suggested Training, as well as other training areas suggested by the Tacoma Power PMO staff include:

- A. General Project Management Book of Knowledge (PMBOK) methodology (basic, intermediate, and advanced project manager levels)
- B. Project Management Professional (PMP) Certification Training
- C. Enterprise Project Portfolio Management (EPPM) System (once selected and implemented by City)
- D. Schedule Management/Development (including software training once selected by City)
- E. Cost Management/Development (including estimating tools, templates, techniques)
- F. Risk Management/Planning (including risk register, risk assessment techniques, etc.)
- G. Resource Management/Planning (including software training once selected by City)



- H. Stakeholder Management/Planning
- I. Communications Management/Planning
- J. Enterprise Portfolio Management review training (focused on Executive Manager)
- K. Project Portfolio Management review training (focused on Functional Managers)
- L. Portfolio Resource Management/Planning (focused on Functional Manager)
- M. Tacoma Power Project Management Process Training (once developed and implemented by City)
- N. Agile Project Management Training

ALTERNATIVES: An alternative to curriculum development and onsite staff training for project management is the option to pay for online courses. This alternative would not be as effective, consistent, or engaging as the on-site training. Online training would also not be customized to align with our organizational needs, internal processes, and development of the PMO program. For these reasons on-line training was found to be less desirable than the on-site training proposed by this contract.

#### COMPETITIVE SOLICITATION:

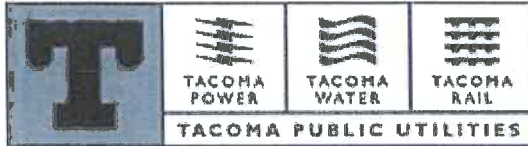
Request for Proposals Specification No. RP19-0021F was opened February 26, 2019. Five companies were invited to bid in addition to normal advertising of the project. Five submittals were received. A five-member selection advisory committee (SAC) scored proposals using the following categories and weights: Qualifications/Experience of Firm and On-Site Trainers - 45%; Training Curriculum / Course Content and Cost Matrix - 45%; Small Business Enterprise (SBE) / Minority and Women's Business Enterprise (MWBE) - 5%; and Submittal Quality, Organization, Completeness - 5%. The proposal submitted by Projectize Group LLC was ranked the highest by the SAC.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score</u>
<b>Projectize Group LLC</b>	<b>Avon, CT</b>	<b>402</b>
Technology Learning Group dba TLG Learning	Bellevue, WA	391
K R E Consulting LLC	Pasadena, CA	361
Project Planning & Management LLC	Bellevue, WA	350
RefineM, LLC	Springfield, MO	329

Pre-bid Estimate: \$250,000.00

The recommended award is 72% percent above the two-year pre-bid training estimate suggested by the consultant who performed the PMMA (as outlined above).

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
4700 PWR PSS Training & Dev	80013054	5310100	\$600,000.00
*other divisions to be charged if they attend*			
<b>TOTAL</b>			

**REVENUES:**

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

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$250,000.00**

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

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

A handwritten signature in blue ink, appearing to read 'Chris Robinson'.

Chris Robinson, Power Superintendent

**APPROVED:**

A handwritten signature in blue ink, appearing to read 'Jackie Flowers'.

Jackie Flowers, Director of Utilities

**Request for Proposals (RFP) - RP19-0021F Project Management Training**  
**Selection Advisory Committee (SAC) Scoring Sheet**

**Overall SAC Scoring Summary**

Respondents	SAC Member Total Score					Total Score	Overall Rank
	1	2	3	4	5		
KRE Consulting	74	61	73	89	68	365	3
Project Planning and Management	72	56	68	84	70	350	4
RefineM, LLC	72	60	71	68	58	329	5
TIG Learning	88	66	74	87	77	392	2
Projectize Group	90	68	76	86	79	399	1

**Notes:**

- 1) 100 points possible per SAC member (500 Points total)
- 2) Qualifications Experience of Firm (20 points) and On-Site Trainers (25 points) for a total of 45 Points for the category
- 3) Training Curriculum (15 points), Course Content (10 Points), and Cost Matrix (25 Points) for a total of 45 Points for the category
- 4) SBE/WMBE (5 points) was evaluated by Purchasing and it was determined that none of the proposers qualified as SBE/WMBE.

**Selection Advisory Committee Member 1**

Scoring Criteria	Qualifications Experience of Firm and On-site Trainers		Training Curriculum, Course Content and Cost Matrix		Submittal Quality, Organization, Completeness		SBE/WMBE	Total Score	Rank
Respondents	RFP Ref. 3.02.4, 3.02.5, & 3.02.6 45 Points Max	Notes	RFP Ref. 3.02.7 45 Points Max	Notes	5 Points Max	Notes	RFP Ref. 3.02.8 5 Points Max		
KRE Consulting	34		39		1		0	74	3
Project Planning and Management	35		34		3		0	72	4
RefineM, LLC	34		34		4		0	72	4
TIG Learning	42		43		3		0	88	2
Projectize Group	44		45		1		0	90	1

**Selection Advisory Committee Member 2**

Scoring Criteria	Qualifications Experience of Firm and On-site Trainers		Training Curriculum, Course Content and Cost Matrix		Submittal Quality, Organization, Completeness		SBE/WMBE	Total Score	Rank
Respondents	RFP Ref. 3.02.4, 3.02.5, & 3.02.6 45 Points Max	Notes	RFP Ref. 3.02.7 45 Points Max	Notes	5 Points Max	Notes	RFP Ref. 3.02.8 5 Points Max		
KRE Consulting	35	Well qualified staff, some teach in a university setting, design on-line PM classes, 12 year PM teaching experience	21	See other tab for break down	5	We structured and comprehensive and professional.	0	61	3
Project Planning and Management	20	Firm is 8 years of PM training, experienced PMs	33	See other tab for break down	3	Comprehensive but formatting was compressed making it difficult to read.	0	56	5
RefineM, LLC	20	This firm looks more qualified to teach agile and is a bit more software oriented.	37	See other tab for break down	3		0	60	4
TIG Learning	35	Qualified trainers, might be more technology oriented	27	See other tab for break down	4		0	66	2
Projectize Group	35	2 of three trainers very qualified and the 3rd is ok, good mix of project background, university level, and real experience	29	See other tab for break down	4	We structured and mostly comprehensive and professional. Did not find SBE/WMBE	0	68	1

**Selection Advisory Committee Member 3**



Scoring Criteria	Qualifications Experience of Firm and On-site Trainers		Training Curriculum, Course Content and Cost Matrix		Submittal Quality, Organization, Completeness		SBE/WMBE	Total Score	Rank
Respondents	RFP Ref. 3.02.4, 3.02.5, & 3.02.6 45 Points Max	Notes	RFP Ref. 3.02.7 45 Points Max	Notes	5 Points Max	Notes	RFP Ref. 3.02.8 5 Points Max		
KRE Consulting	38	KRE in business for 12 years, 2 partners teach at USC and Sr. Program Manager designs curriculum for USC on-line courses. OCM is an optional offering	30	Core Module 1-2 for Basic PM Training Intermediate Module 3-4 for EV, Lessons Learned, Risk, Status Reporting, Leadership, Conflict Mgt. Communication Mgt. Advanced Modules - Train the Trainer, Agile/Scrum, OCM, PMP Prep, mentorship program Partnership and customizable curriculum evident No cost matrix provided (indication of 4 sessions (cohorts)/module and only 10 students per session) Train the Trainer concept Cost of training \$236K/(12-15 months)	5	Very organized, well presented and met the RPF Requirements	0	73	3
Project Planning and Management	35	PP&M is focused on PMBOK but customized to Public Sector real world application. Not a large amount of training experience referenced (may be more focused on PM project support) Was involved in Water/Power PMMA (understands organization).	30	Well defined curriculum that appears to be fairly inclusive of PM components. No mention of training beyond PMs. Cost of Training \$82,575/year	3	Document was well organized and structured however lackluster and stale. Is this an indication of the training to come?	0	68	5
RefineM, LLC	38	RefineM staff appear to have vast experience in developing and providing PM training.	30	Curriculum seemed to primarily focus on PM training with an emphasis on PMBOK (PMP certification) and Agile. Indication of course customization for TP. No mention of training for any staff beyond PMs. Cost of Training \$99,585/year	3	Document was fairly well organized and structured however a bit lackluster and stale. Is this an indication of the training to come?	0	71	4
TLS Learning	40	Great experience in public and private sector. Great Experience in PM Training however using a consultant to do most of the training.	30	Curriculum is well defined/proven and focused on PMs, Managers/supervisors, SLT, and project team members Cost is \$211K/year	4	Document was well organized, presented in a professional and easy to follow way, and well written.	0	74	2
Propection Group	40	Great experience in public and private sector. Very experienced trainer and PMI credits offered	32	Curriculum is well defined and focused primarily on PMs. Course content seems to be very hands on with real world examples and problems. Cost is \$212,768/year (additional cost per student)	4	Document was well organized, presented in a professional and easy to follow way, and well written.	0	76	1

#### 4Selection Advisory Committee Member 4

Scoring Criteria	Qualifications Experience of Firm and On-site Trainers		Training Curriculum, Course Content and Cost Matrix		Submittal Quality, Organization, Completeness		SBE/WMBE	Total Score	Rank
Respondents	RFP Ref. 3.02.4, 3.02.5, & 3.02.6 45 Points Max	Notes	RFP Ref. 3.02.7 45 Points Max	Notes	5 Points Max	Notes	RFP Ref. 3.02.8 5 Points Max		



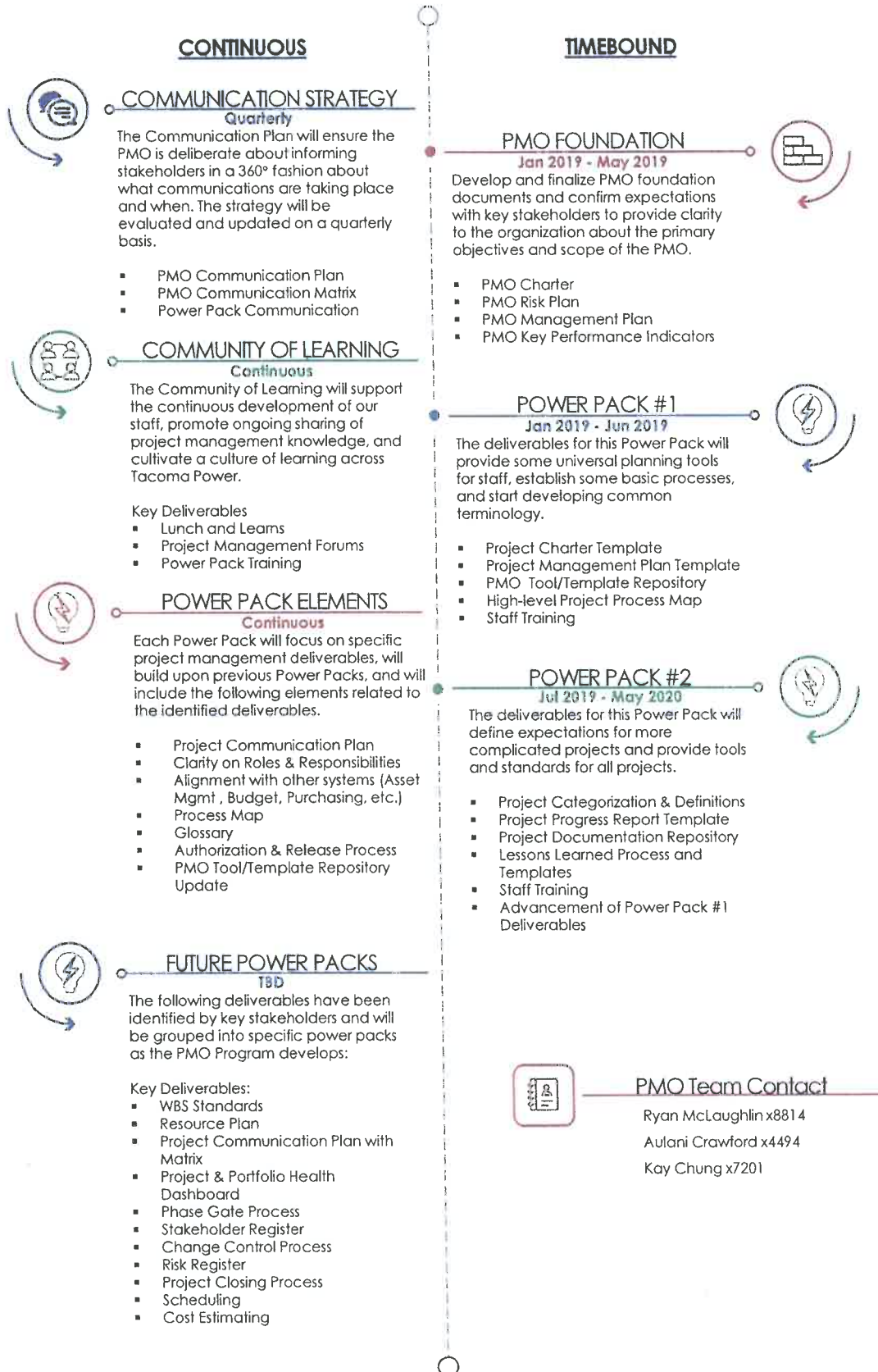
KRE Consulting	40		44	Big fan of the approach which seems like it could allow for the bulk of the organization to be trained in the first module, and narrow down to PMs with later modules. Train the trainers = sustainability without as much continued cost. Negative is that the initial cost seems like it could be substantially more than my second choice.	5		0	89	1
Project Planning and Management	40		40	would prefer a more interactive approach, but overall a good proposal	4		0	84	4
RefineM, LLC	30		35	hard for me to track overall strategy	3		0	68	5
TLL Learning	41		42	I like the approach of training the bulk of the organization at a baseline level and then working up at lower levels. This is more cost effective than my first choice, but seems less focused on our specific needs	4		0	87	2
Prosetize Group	42	experienced, and appears to be proven with similar industries	39	approach looks very well thought out, but appears to require continual investment	5		0	86	3

#### Selection Advisory Committee Member 5

Scoring Criteria	Qualifications Experience of Firm and On-site Trainers		Training Curriculum, Course Content and Cost Matrix		Submittal Quality, Organization, Completeness		SBE/WMBE	Total Score	Rank
Respondents	RFP Ref. 3.02.4, 3.02.5, & 3.02.6 45 Points Max	Notes	RFP Ref. 3.02.7 45 Points Max	Notes	5 Points Max	Notes	RFP Ref. 3.02.8 5 Points Max		
KRE Consulting	35	(-) lacks strong executive summary (+) change mgmt, adaptable	30	course content and training curriculum provided is very basic; may be able to expound on	3	good quality, but lacking completeness	0	68	4
Project Planning and Management	37	(+) experience with utilities, 90% exam pass rate	30	allows for more people to complete training, clear course content, and training curriculum	3	organized, complete, quality okay	0	70	3
RefineM, LLC	30	(-) firm does not have as much experience, executive summary not strong	25	very basic course content	3	quality okay, lacking completeness	0	58	5
TLL Learning	38	(+) trainer experience a plus, relationship with CoT, able to speak to need for change mgmt	35	clear course content and cost matrix, delivery of training during interview process was engaging, but could have been more interactive	4	good quality, organized and complete; followed specifics of what was requested	0	77	2
Prosetize Group	40	(+) all trainers are PMP certified and can relate to learners (-) qualification of firm very basic in regards to references	35	clear course content, training curriculum and cost matrix	4	good quality, organized and complete	0	79	1

# TACOMA POWER PMO ROADMAP

*We strive to create and implement a  
consistent and transparent project  
management culture that provides value  
to our organization*





## RESOLUTION NO. U-11090

1 A RESOLUTION authorizing the grant of an easement over Tacoma Power  
2 property above SR 7 near Alder Lake, in unincorporated Pierce County,  
3 Washington.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
5 Division (d.b.a. "Tacoma Power"), requests that the Board authorize the grant of  
6 an easement over approximately 0.19 acres of Tacoma Power's property  
7 (Pierce County Assessor Tax Parcel No. 0416334004), located to the south of  
8 Eatonville and north of Alder Lake ("Property"), and

9 WHEREAS the Property was originally acquired in 1991 from Brazier  
10 Forest Industries in order to expand the landholdings for the La Grande Dam  
11 hydroelectric project by Resolution U-8616, and

12 WHEREAS State Route 7 passes through Tacoma Power property that  
13 has been susceptible to rock slides, and the Washington State Department of  
14 Transportation ("WSDOT") is currently developing the installation of a cable net  
15 slope protection system to prevent further rock falls along this portion of the SR  
16 7 corridor as part of their SR 7 Slide Repair and Slope Stabilization Project, and

17 WHEREAS Tacoma Power supports this request to improve safety for  
18 the traveling public, and

19 WHEREAS the proposed easement provides that it is subject to the  
20 Federal Energy Regulatory Commission (FERC) Hydroelectric Project License  
21 requirements in this area, thus insuring WSDOT's use will not negatively impact  
22 current or future Tacoma Power operations, and  
23  
24  
25  
26



WHEREAS, due to the rural location and minimal land and impacts,  
1 WSDOT has offered \$500 in compensation for the easement; Now, therefore,

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

3 That the proposed easement located over approximately 0.19 acres  
4 above State Route 7 near Alder Lake (Pierce County Assessor tax parcel  
5 number 0416334004) to Washington State Department of Transportation, to  
6 install a cable net slope protection system for the consideration of \$500, is  
7 approved, and the Public Utility Board authorizes the proper officers of the City  
8 of Tacoma to execute all necessary documents, substantially in the same form  
9 as on file with the Clerk and approved by the City Attorney.  
10  
11

12 Approved as to form and legality:

Chair

13   
14 Chief Deputy City Attorney

Secretary

15  
16 Clerk

Adopted



## Board Action Memorandum

**TO:** Jackie Flowers, Director of Utilities  
**COPY:** Charleen Jacobs, Director and Board Offices  
**FROM:** Bret Forester, Wildlife & Lands Manager, Tacoma Power Generation  
Greg Muller, Real Estate Officer, Real Property Services  
**MEETING DATE:** July 10, 2019  
**DATE:** June 26, 2019

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**SUMMARY:** Authorize the grant of an easement over approximately 0.19 acres of Tacoma Power property to the Washington State Department of Transportation to install a cable net slope protection system above State Route 7 operating highway right-of-way near Alder Lake in unincorporated Pierce County. This request is made to improve safety and prevent further rock falls along this portion of the SR 7 corridor as part of their SR 7 Slide Repair and Slope Stabilization project.

**BACKGROUND:** State Route 7 passes through Tacoma Power property (aka Pierce County Assessor Tax Parcel No. 0416334004) located to the south of Eatonville and north of Alder Lake. This area has been susceptible to rock slides and WSDOT desires to improve safety for the travelling public. Tacoma Power previously granted a temporary permit to WSDOT (copy included) to allow site preparation work. This permanent easement will allow installation of the cable net slope protection system. Tacoma Power staff has reviewed the transaction and supports this request.

Due to the rural location and minimal land and impacts thereto, WSDOT has offered \$500.00 in compensation for the easement. This has been reviewed and approved.

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** No.

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

**IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR?** No.

**ATTACHMENTS:** Tacoma Power Easement No. E13625; Short Form License No. 388; WSDOT ROW Plan; Location Map

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





**Washington State  
Department of Transportation**

Olympic Region  
5720 Capitol Boulevard, Tumwater  
P.O. Box 47440  
Olympia, WA 98504-7440  
360-357-2600 / FAX: 360-357-2601  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

January 9, 2019

City of Tacoma – TPU  
Tacoma Power-Real Properties Services  
Attn: Mr. Greg Muller  
3628 S. 35<sup>th</sup> ABS-2  
Tacoma, WA 98409-3115

Re: SR 7, MP 23.12 to MP 25.24 Alder to La Grande  
RW5415, C.S. 272800  
FA No. STBG-0007(026)  
RW Plan Sheet 4 of 5 Sheets  
Parcel Number 3-10825

Dear Mr. Muller:

In our letter dated September 28, 2018, the State of Washington, acting by and through its Department of Transportation, offered to purchase property and/or property rights owned by you and identified as parcel number 3-10825.

The appraisal which resulted in our offer has now been revised because the acquisition has changed from fee to permanent easement. This revision makes it necessary to withdraw our earlier offer and make a new offer.

You may wish to employ professional services to evaluate the state's new offer. However, the \$750 evaluation allowance mentioned in our original offer letter is a one-time allowance only.

**An administrative offer of \$500.00 is being made for your property or property rights.  
(Per the *WSDOT \$500.00 minimum payment policy*)**

**This offer consists of:**

**\$400.00 for 8,276 sq. ft. (0.19 Acres), more or less, of land in fee. A cable net slope protection system and rock bolts and dowels will be installed in acquisition area.**

An administrative offer (based on market research) is used when the property rights being acquired involve compensation of less than \$10,000.

Your rights, as summarized in our earlier offer letter, remain unchanged. May we please have your early reply as to acceptance or rejection of this offer? Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Herb Dick".

Herb Dick  
Property & Acquisition Specialist  
(360) 357-2797

Receipt of this letter is hereby  
acknowledged. I understand that this  
acknowledgment does not signify  
my acceptance or rejection of this offer.

---

Signature

Date



After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

**Document Title:** Easement

**Reference Number of Related Document:** None

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

**Grantee:** State of Washington, Department of Transportation

**Legal Description:** PTN. SE ¼, STR 33-16-4E

**Additional Legal Description is on Page 9 of Document.**

**Assessor's Tax Parcel Number:** 0416334004

**Grantor ID:** P2019-031 GWM / E13625

#### EASEMENT

**State Route 7, MP 23.12 to MP 25.24 Alder to La Grande**

The Grantor, **City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)**, a Municipal corporation, hereinafter referred to as "Tacoma Power" or "Grantor", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, conveys and grants unto the **State of Washington, acting by and through its Department of Transportation** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, an easement over, under, upon and across the hereinafter described lands (the "Easement Area") for the purpose of the construction, reconstruction, operation, and maintenance of a cable net slope protection system, rock bolts, and dowels. Grantee, its assigns, agents, contractors, and permittees may use the Easement Area for the aforesaid purposes.

Said lands being situated in Pierce County, State of Washington, and described as follows:

For legal description and additional conditions, see  
Exhibit A attached hereto and made a part hereof

## EASEMENT

### Terms and Conditions of the Easement.

**A. Assumption of Risk.** Grantee, its agents, employees, assigns, contractors, customers and/or invitees expressly assume all risks associated with its activities and/or operations within the Easement Area. Storage of flammable materials or refueling of vehicles/equipment is prohibited within the Easement Area. Grantor shall not be liable for damage to Grantee's property, facilities, or injury to persons which might occur during Grantee's activities within the Easement Area except to the extent such damage results from the sole negligence of Grantor.

**B. Approval of Plans and Specifications.** Grantee acknowledges that any activities performed within the Easement Area will require plans, specifications and guidelines that must be approved, in writing, by Grantor. Grantee shall not access the Easement Area for any reason until said plans, specifications, and guidelines are approved by Grantor in writing.

Grantor's review and approval of any activities, plans, specifications, and/or guidelines is not intended as an engineering review/analysis of said activities, plans, specifications, and/or guidelines and all associated implications. It shall remain the sole responsibility of the Grantee to ensure the proposed activity meets all code and permitting requirements. Further, consent and or approval by Grantor of any activities, plans, specifications, and guidelines shall not be deemed consent, authorization, or acknowledgment that Grantee has obtained all required authorizations with respect to such activity or that the proposed activity, plans, specifications, guidelines, construction, or maintenance are correct, meet professional or engineering standards, are sufficient, or are fit for a particular purpose.

**C. 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 measures to accommodate such emergency maintenance. Grantee is not prevented from performing emergency maintenance without prior notification to Grantor if conditions within the Easement Area warrant immediate action to ensure the safety of Grantee's agents, employees and/or contractors and/or persons traveling on State Route 7 where it abuts the Easement Area. However, Grantee shall reimburse Grantor for any extraordinary costs incurred to accommodate such emergency maintenance.

**D. Indemnification.**

Grantee shall protect, defend, indemnify, and hold harmless Grantor and its employees, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and /or rewards of damages (both to persons and/or property), arising out of, or in any way resulting from, Grantee's use of the Easement Area as authorized herein. Grantee shall not be required to indemnify, defend, or hold harmless Grantor if the claim, suit, or

## EASEMENT

action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the Grantor; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the Grantor, its employees, authorized agents, invitees, or contractors and (b) the Grantee, its employees, authorized agents, or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, invitees, and/or contractors.

**E. Environmental Liability.** By accepting this grant of Easement, Grantee 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 to the extent Grantee removes any soil, Grantee shall pay for the removal of and disposal of such soil, whether or not it contains Hazardous Substances. Grantee 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 Grantee, 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 around, above, 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.

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

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

**H. Condition Subsequent.** Upon sixty (60) calendar days' written notice from Grantor, if Grantee defaults in the performance of any term, condition, or covenant contained in this Easement and fails to cure such performance within that sixty (60) calendar day period or is not diligently working to cure the default, Grantor has the right to enter the premises and cure the default. Grantee shall reimburse Grantor the entire cost and expense of such performance within sixty (60) calendar days of the date of Grantor's invoice for such cure.

## EASEMENT

**I Recording and Effective Date.** Grantee will record this Easement in the real property records of Pierce County, Washington. This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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 within, over, across, and/or upon 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 by the other party. Grantor and Grantee 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.

**O. Disclaimers.** Grantee acknowledges and agrees that Grantor has made no representation as to the present or future condition of the Easement Area and Grantor expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Grantee's intended uses.

**P. Insurance (Self Insured).** For purposes of this Easement the Grantee, as an agency of the state of Washington, is self-insured for all exposure to general liability and vehicle liability.

## EASEMENT

**Q. 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 as to the portion of the Easement Area taken 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.

**R. FERC Covenant.** This Easement is subject to the Federal Energy Regulatory Commission (FERC) Hydroelectric Project License requirements as may be imposed. Grantor has and reserves the express right to supervise and control the use of the Easement Area, for which it grants permission herein, and to monitor the use of, and ensure compliance with the following FERC Hydroelectric Project License-related requirements and obligations of this Easement:

- a. Grantee's use of the Easement Area shall not endanger health, create a nuisance, or otherwise be incompatible with overall Hydroelectric Project recreational use.
- b. Grantee shall take all reasonable precautions to insure that the construction and maintenance of any improvements within the Easement Area will occur in a manner that will protect the scenic, recreational and environmental values of the Hydroelectric Project.
- c. Grantee shall not unduly restrict public access to Hydroelectric Project waters.

If any occupancy or use violates any of the above requirements and obligations imposed by Tacoma Power for protection and enhancement of the Hydroelectric Project's scenic, recreational, or other environmental values as required by FERC Cowlitz License Article 407, Tacoma Power may take lawful action necessary to correct the violation and shall notify Grantee of such violation; such lawful action includes, if necessary, terminating the permission to use and occupy the Hydroelectric Project lands and requiring removal of any non-compliant structures and improvements.





## EASEMENT

### Authorized:

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Chris Robinson, Power Superintendent	Date
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### Reviewed:

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Chris Mattson, P.E. Generation Power Section Manager	Date
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Keith Underwood, Natural Resources Manager	Date
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Bret Forrester, Wildlife & Lands Manager	Date
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Jeff Singleton, Chief Surveyor	Date
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### Form Approved:

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Michael W. Smith, Deputy City Attorney	Date
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## EASEMENT

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

Accepted and Approved

STATE OF WASHINGTON

Department of Transportation

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

Claude A. Partin, Olympic Region  
Real Estate Services Manager  
Authorized Agent

Date: \_\_\_\_\_

## EASEMENT

### EXHIBIT A (the "Easement Area")

All that portion of the following described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 117+10 on the SR 7 line survey of SR 7, Alder to La Grande and 30 feet Southeasterly therefrom; thence Southeasterly to a point opposite said HES and 75 feet Southeasterly therefrom; thence Northeasterly, parallel with said line survey, to a point opposite HES 118+95 thereon; thence Northwesterly to a point opposite said HES and 30 feet Southeasterly therefrom; thence Southwesterly, parallel with said line survey, to the point of beginning.

#### PARCEL "A"

That portion of the North half of the Southeast quarter of Section 33, Township 16 North, Range 4 East, W.M., lying East of the thread of the stream of the Nisqually River, records of Pierce County, Washington;

Except that portion conveyed to Tacoma-Eastern Railroad Company (Now Chicago Milwaukee, St. Paul and Pacific Railroad Company) by deed dated August 6, 1904 and recorded under Recording Number 183986.

Also except that portion conveyed to the State of Washington by deed dated March 17, 1922 and recorded under Recording Number 624722.

Also except National Park Highway.

Situate in the County of Pierce, State of Washington.

The lands herein described contain an area of 8,325 square feet (0.19 Acres), more or less, the specific details concerning all of which are to be found on sheet 4 of 5 sheets of that certain plan entitled SR 7, Alder to La Grande, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval October 17, 1968 and revised December 28, 2018.

Grantor's Initials

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
SHORT FORM LICENSE**

Effective Date:

4/10/19

Project No.: P2019-033

License No.: 388

The applicant ("Licensee") has requested permission to use/access land owned or controlled by City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power) ("Licensor"), for a specific purpose and for a definite period of time.

**Licensee**

Name: State of Washington Department of Transportation ("WSDOT") Phone: \_\_\_\_\_

Attn: Paul S. Lovgren, Olympic Region Real Estate Services, Acquisition Supervisor

Address: PO Box 47440 Work Phone: \_\_\_\_\_ (360) 704 -- 3259

City: Olympia State: WA Zip: 98504 Cell Phone: \_\_\_\_\_

**Premises**

That portion of Tacoma Power real property located in Pierce County, Washington as described in Exhibit B attached hereto and by this reference incorporated herein.

(hereinafter "Premises")

Street Address (if applicable): N/A - approximate location SR 7 Mile Post 24.50 in the vicinity of Alder Lake (tax parcel no. 0416334004).

Section: 33 Township 16N Range 4E

**Permitted Use**

Access to perform the following work only unless otherwise first approved in writing by Tacoma Power:

- Site preparation activities, including but not limited to ground clearing, debris and tree removal, associated with Licensee's SR 7 Slide Repair and Slope Stabilization project. No installation of permanent structures and improvements (i.e. anchors, wire mesh/cable net, etc.) and/or related construction activities is authorized herein.

(hereinafter "Permitted Use")

**Term**

Beginning on: June 1, 2019 Ending on: November 1, 2019

**Fees**

Licensee shall pay the sum of FIVE HUNDRED DOLLARS (\$ 500.00) for License processing and administration.

**Additional Conditions**

Additional Conditions are attached to this License as Exhibit A "Additional Conditions".

**Licensor hereby grants Licensee limited, nonexclusive, and revocable permission to use the Premises for the above described Permitted Use subject to the following terms and conditions:**

**1. Ownership and Control of Premises.** The permission granted to Licensee is wholly subordinate to Licensor's paramount rights of ownership, enjoyment, use, and control of the Premises. Licensor retains full ownership of the Premises and this License conveys no right, title, or interest in the Premises. The permission granted by this Permit is a license to use Licensor's real property only. Further, Licensee shall not interfere with Licensor's operations, structures, or facilities on the Premises. Licensor, at its sole discretion, may require Licensee to move or modify its use, operations, facilities, or structures at Licensee's expense. Any damages to the Premises or to Licensor's improvements, structures, or facilities caused by Licensee shall be repaired at Licensee's expense.

**2. Licensee's Responsibility.** Licensee assumes and shall be responsible for all activities conducted on the Premises, including, but not limited to, supervision and control necessary to prevent injury or damage, ensure clean-up of litter and debris, and provide surveillance and security necessary to preserve order. Additionally, Licensee shall maintain its facilities/equipment and the Premises in a clean and neat manner and shall take all reasonable precautions to prevent or minimize damage to natural resources within the Premises. Further, Licensee shall be responsible for all costs for work or activities conducted by Licensee on the Premises. Licensor assumes no responsibility whatsoever for damage or injury caused by Licensee, the Licensee's agents, contractors, employees, and/or the Licensee's equipment, operations, or use.

**3. Compliance with Laws / Permits.** Licensee shall comply with all applicable laws, including all federal, state, county and municipal laws, ordinances, or regulations in effect. Licensee shall comply with all code provisions, regulations, rules, and policies of Licensor. Licensee shall obtain and be in possession of all permits and licenses required for the Permitted Use, and shall provide proof of such permits/licenses upon request by Licensor's representative.

**4. Scope.** Permission is granted for the specific Premises and for the specific Permitted Use stated herein. Neither the area of the Premises nor the Permitted Use shall be expanded or changed without prior written consent of Licensor.

**5. Termination, Revocation, and Restoration.** This License shall automatically terminate upon the term ending date specified above. However, this License may be revoked at will by the Licensor at any time by written or oral notice to the Licensee. Upon termination or revocation, Licensee shall restore the Premises to as good or better condition than it was at the beginning date of this License. If Licensee fails to restore the Premises to Licensor's satisfaction, Licensor may restore the Premises at Licensee's cost. Licensee shall pay for all restoration and clean-up costs including administrative and legal fees incurred by Licensor.

**6. CONDITION OF PREMISES.** LICENSEE HAS INSPECTED THE PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION "AS-IS." LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR THE PERMITTED USE.

**7. Assumption of Risk.** Licensee, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the Permitted Use and use of the Premises. Any equipment, facilities, materials, or other property of the Licensee on the Premises are subject to being damaged or destroyed by Licensor's operations. Licensee assumes the risk of such limited use rights and will be responsible for its own additional costs and expenses.

**8. No Warranty.** Licensor does not warrant its authority to grant the Permitted Use of the Premises, and the Licensee shall secure any other rights that are needed for the Permitted Use.

**9. Hazardous Substances.** No goods, merchandise or materials which are or may be considered in any way toxic, explosive, or hazardous, including any "Hazardous Substance" as defined herein, shall be kept, stored, disposed of, transported across or sold on the Premises. Licensee shall be liable for the remediation of any Hazardous Substance or toxic substance on the Premises resulting from or associated with Licensee's Permitted Use or any use of the Premises. "Hazardous Substance" means 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.

**10. Indemnification.** The Licensee shall indemnify, defend, and hold harmless the Licensor including the City of Tacoma, its officers and employees, from any and all claims for damages or loss to Licensor and/or the City of Tacoma, its operations or property and from any and all claims or litigation arising in connection with this License or use of the Premises. This includes damages to or loss of property and personal injury (including death) to persons, including Licensee or Licensee's agents, contractors or employees which may be caused or occasioned by the existence, operation, use or maintenance of any and all of the property subject of this License or associated with the Premises, or caused or occasioned by any act, deed or omission of the Licensee, its agents, employees, guests, customers or invitees. In this regard, the Licensee understands that Licensee hereby

waives immunity under Title 51 RCW Industrial Insurance Laws. In no event shall the Licensee's obligations hereunder be limited to the extent of any insurance available to or provided by Licensee. Licensee acknowledges that the terms of this provision were mutually negotiated.

**11. License Non-transferrable and Non-exclusive.** This License is personal to the Licensee and may not be transferred or assigned. This License is non-exclusive and Licensor may grant others permission to use the Premises.

**12. Notice and Inspections.** Licensee agrees to notify Licensor at least 48 hours in advance of any work authorized on the Premises by this License. Licensor's point of contact is Bret Forrester at (253) 502-8782. Licensor's mailing address is Tacoma Public Utilities, Real Property Services, 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409-3192. If requested by Licensor, the Licensee agrees to meet on the Premises to allow inspection thereof and to ensure that all conditions of the License have been fulfilled.

**13. Recording Prohibited.** Neither this License nor any memorandum hereof shall be recorded in any public office and any attorney's fees or other costs incurred in clearing a cloud on title to the Premises shall be the Licensee's responsibility.

**I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO COMPLY THEREWITH.**

STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION

Ron Landon

3-25-19

Date

Project Development Engineer



LICENSOR:


APPROVED:

  
Keith Underwood, Natural Resources Manager

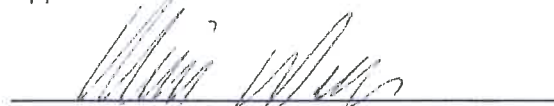
  
Date

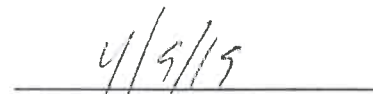
Reviewed:

  
Bret Forrester, Wildlife & Lands Manager

  
Date

Approved as to form:

  
Deputy City Attorney

  
Date

## EXHIBIT A ADDITIONAL CONDITIONS

1. Licensee agrees to notify Licensor within 48-hours of completion of any work authorized on the Premises by this License. Licensor's point of contact is Wildlife and Lands Manager, Bret Forrester at (253) 502-8782 or [bforrester@ci.tacoma.wa.us](mailto:bforrester@ci.tacoma.wa.us). Notification of any work in advance required pursuant to term and condition no. 12 herein.

2. No materials and/or debris associated with any work authorized on the Premises by this License may be abandoned within the FERC boundary of the Nisqually Hydroelectric Project and must be removed.

3. **COUNTERPARTS.** This license may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one agreement binding all of the parties hereto.

### 4. INSURANCE

A. During the term of this Permit/License, Licensee and its contractors, shall obtain and maintain at its sole expense the following liability insurance coverage:

i. A policy of Commercial General Liability insurance coverage, providing coverage for claims of bodily injury, death, personal injury, and property damage arising from operations on the Licensor's property. Coverage shall include, but not be limited to: products hazard and completed operations coverage, contractual liability coverage, and employer stop gap coverage. The policy shall name the City of Tacoma ("City") and Licensee as an additional insured.

B. For all insurance policies required by this section:

i. Coverage shall be written on a policy form published by the Insurance Service Office (ISO) or its functional equivalent. The Licensor reserves the right to determine if a proposed policy is in fact a functional equivalent and its decision shall be conclusive on the issue.

ii. Coverage shall be underwritten by insurance carriers licensed to do business in the State of Washington and of adequate financial strength (an A.M. Best Company rating of no less than A-V) subject to review and approval by the Licensor.

iii. Coverage shall be primary over and non-contributing to the Licensor's own insurance coverage or program.

iv. No coverage required by this section shall be subject to a deductible or self-insured retained limit in excess of \$10,000 without the Licensor's prior written approval. To assure that the Licensor receives the full benefit of coverage, the Licensee shall pay any deductible or self-insured retained limit on behalf of the Licensor, notwithstanding any negligence or liability on the part of the Licensor.

v. All coverage required by this section shall be written on a per "occurrence" basis and not on a "claims-made" policy form.

vi. All policies required by this section shall provide policy limits of no less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate limit of \$2,000,000. The aggregate limit shall be dedicated or limited to the location or work reflected by the contract, permit or right of entry or industry track agreement by policy endorsement.



vii. The Licensee and the Licensors, shall mutually and reciprocally waive claims of subrogation against each other for claims of damage to their property or injury to their employees, and shall obligate their insurance carriers to do the same. This provision is not intended to waive contractual indemnification obligations or claims under any additional insured policy provision.

**C. Subcontractors.** If any portion of Licensee's operation or work permitted by the Licensors is to be contracted by Licensee, Licensee must require that the contractor provide and maintain insurance and coverages set forth herein and require that its contractor release, defend, hold harmless, and indemnify the Licensors to the same extent and under the same terms and conditions as Licensee.

**D. Certificate of Insurance.** Certificates of Insurance, reflecting evidence of the required insurance and coverage as described in A. above, shall be sent to the following address prior to the use of any rights provided by the Permit/License:

Tacoma Public Utilities  
Real Property Services  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

The certificate shall be filed with the acceptance of the Permit/License and annually thereafter. All coverage shall be listed on one certificate with the same expiration dates.

In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the Permit/License, then, in that event, the Licensee shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination.

Failure to obtain or provide adequate evidence of the required insurance and coverage will entitle, but not require, the Licensors to terminate this Permit/License.

**E. Modification / Adjustment of Insurance Requirements.** The Licensors reserves the right to modify the insurance requirements of this Permit/License, require any other insurance coverage, or adjust the policy limits as it deems reasonably necessary to reflect then-current risk management practices. Licensee shall have thirty (30) days from receipt of written notice of the change, modification, or adjustment to provide the Licensors with a Certificate of Insurance evidencing that Licensee has obtained the required insurance as described in the notice.

**F. Self-Insurance Provision.** An entity that is wholly or partially self-insured may, with the approval of the City of Tacoma, provide evidence of such self-insurance funding and, by letter, commit its self-insurance program to the minimum amounts required herein. By executing this License, Licensee agrees that it will pay any deductible or self-insured portions of the insurance or self-insurance provided.

## EXHIBIT B PREMISES DESCRIPTION

All that portion of the following described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 117+10 on the SR 7 line survey of SR 7, Alder to La Grande and 30 feet Southeasterly therefrom; thence Southeasterly to a point opposite said HES and 75 feet Southeasterly therefrom; thence Northeasterly, parallel with said line survey, to a point opposite HES 118+95 thereon; thence Northwesterly to a point opposite said HES and 30 feet Southeasterly therefrom; thence Southwesterly, parallel with said line survey, to the point of beginning.

### PARCEL "A"

That portion of the North half of the Southeast quarter of Section 33, Township 16 North, Range 4 East, W.M., lying East of the thread of the stream of the Nisqually River, records of Pierce County, Washington;

Except that portion conveyed to Tacoma-Eastern Railroad Company (Now Chicago Milwaukee, St. Paul and Pacific Railroad Company) by deed dated August 6, 1904 and recorded under Recording Number 183986.

Also except that portion conveyed to the State of Washington by deed dated March 17, 1922 and recorded under Recording Number 624722.

Also except National Park Highway.

Situate in the County of Pierce, State of Washington.

(approximately 8,325 square feet/0.19 acres in size)



**SIGNATURE ROUTING SHEET**  
**TACOMA POWER**  
**PROJECT NO. 2019-033**

RECEIVED  
MAR 28 2019  
LEGAL DIV.

**SHORT-FORM LICENSE NO. 388**

**State of Washington Department of Transportation ("WSDOT")**

Order of Routing	Routing	Name	Initial	Date
1.	Real Property Services	Dylan Harrison (Review Only)	<i>DH</i>	3/28/19
2.	Wildlife & Lands Manager	Bret Forrester (Signature)	<i>BFR</i>	3/28/19
3.	Legal	Mike Smith (Signature)	<i>MS</i>	4/5/19
4.	Natural Resources Manager	Keith Underwood (Signature)	<i>KU</i>	04/19/2019

**Please initial above and sign documents where indicated.**

**DESCRIPTION**

Issue a Short-Form License to allow WSDOT to perform site preparation activities related to its SR 7 Slide Repair and Slope Stabilization project near Alder Lake starting June 1, 2019 while the permanent easement for the planned slope protection system is finalized. WSDOT provided a 2012 cultural resources survey report for Tacoma Power review and acceptance that covers the subject area and proposed ground disturbance.

Location: SR 7 Mile Post 24.50 in the vicinity of Alder Lake.

The attached form is:

- ☒ A template with no changes  
☐ A template with changes approved by legal (see attached email / redline)

The attached form was completed in accordance with all applicable TPU policy.

*Dori Bishop*  
\_\_\_\_\_  
RPS Project Manager

**PLEASE RETURN TO:**

Dori Bishop, (253) 502-8873  
Real Property Services  
TPU, ABS – 2nd Floor





## LOCATION MAP

