



## RESOLUTION NO. U-11175

1 A RESOLUTION authorizing the approval and execution of an Easement  
2 Agreement for the granting of an easement across Tacoma Power's  
3 property to the Tacoma Sportsmen's Club Inc.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
5 Division (d.b.a. "Tacoma Power"), requests that the Board approve and  
6 authorize the execution of an Easement Agreement (E13575) to the Tacoma  
7 Sportsmen's Club Inc., across a portion of Tacoma Power's property located in  
8 the Fredrickson vicinity identified as Pierce County Tax Parcel No. 0419302044,  
9 and  
10

11 WHEREAS the Tacoma Sportsmen's Club Inc. has utilized the proposed  
12 easement area for ingress/egress and utilities to their property, previously under  
13 permit from Tacoma Water, and  
14

15 WHEREAS in order to solidify the club's rights to use the easement  
16 area, the Tacoma Sportsmen's Club Inc. has agreed to consideration for the  
17 grant of the easement in the amount of \$235,000, which is believed to represent  
18 fair market value, and the terms and conditions of the Easement Agreement  
19 have been reviewed by the City Attorney's Office, Tacoma Power, and Real  
20 Property Services, and Now, therefore,  
21

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

23 That Easement Agreement (E13575), which grants an easement across  
24 a portion of Tacoma Power's property in the Frederickson vicinity, on behalf of  
25 the Tacoma Sportsmen's Club for consideration in the amount of \$235,000, to  
26 be paid by the Tacoma Sportsmen's Club Inc., is approved, and the proper



1 officers of the City of Tacoma are authorized to execute all necessary  
2 documents, substantially in the same form as on file with the Clerk and  
3 approved by the City Attorney.  
4

5 Approved as to form:

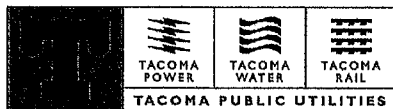
\_\_\_\_\_  
Chair

6  
7 /s/  
Chief Deputy City Attorney

\_\_\_\_\_  
Secretary

8  
9 Clerk

Adopted \_\_\_\_\_



## Board Action Memorandum

**TO:** Jackie Flowers, Director of Utilities  
**COPY:** Charleen Jacobs, Director and Board Offices  
**FROM:** John Nierenberg, Tacoma Power Transmission and Distribution  
Assistant Section Manager  
Greg Muller, Real Estate Officer, Real Property Services  
**MEETING DATE:** June 24, 2020  
**DATE:** March 13, 2020

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**SUMMARY:** Approve and authorize execution of an Easement Agreement (E13575) to grant an easement to the Tacoma Sportsmen's Club Inc. across a portion of Tacoma Power property in the Frederickson vicinity identified as Pierce County Tax Parcel No. 0419302044 for \$235,000.00.

**BACKGROUND:** No previous request has been submitted to Board in relation to this proposal. The Tacoma Sportsmen's Club has been utilizing the easement area for ingress and egress and utilities to their property, previously under permit from Tacoma Water. In order to solidify the club's rights to use the easement area, Tacoma Power has agreed to the proposed Easement Agreement for consideration of \$235,000, which is believed to represent fair market value for the easement. The terms and conditions of the Easement Agreement have been reviewed by the City Attorney's Office, Tacoma Power, and Real Property Services.

**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 Agreement (Easement No. E13575); Location Map

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

**To: Tacoma Public Utilities Board**

**From: Tacoma Sportsmen's Club Inc.**

**Re: Wednesday, March 25, 2020 Tacoma Public Utilities Board Meeting  
Review of Easement for Tacoma Sportsmen's Club Inc.**

**Date: March 19, 2020**

This following short memo about the Tacoma Sportsmen's Club is provided at the request of Greg Muller's for information about the Club and its current and future activities at on its property located at 16409 Canyon Road East, Puyallup, Washington 98375. The Club's officers planned to attend the March 25<sup>th</sup> board meeting but were advised by Greg Muller not to attend because of a 25-person limitation on the meeting. Although the Club was disappointed in losing an opportunity to address the board, the Club provides the following brief summary of the Club, its facilities and activities and its need for the formal easement. If any board member has questions they are welcome to contact the Club in person, by email addressed to Debbie Jay at: [TSC1933@outlook.com](mailto:TSC1933@outlook.com), or by mail to our address above.

#### **History and background of Tacoma Sportsmen's Club.**

The Tacoma Sportsmen's Club supports and works for better conservation and utilization of our natural resources and provides a safe place for hunters and shooters to hone their skills and reinforce safe handling of firearms and archery tackle. The Club members work to enhance fish and game habitat, promote soil conservation and reforestation programs, support pollution abatement, youth camps and activities, and civil projects and wildlife research programs. The bulk of the Club's work is carried on by committees, all volunteers. Committees are formed at the direction of the Club's President and in most cases, the committees choose their own chairman.

The Tacoma Sportsmen's Club Inc. is a Washington State non-profit corporation formed in 1933. The Club moved to its present location off Canyon Road in 1942. The Chateau was built and opened in 1946. The Tacoma Sportsmen's Club provides a variety of events and facilities to help its members and the public improve their outdoor and conservation skills and knowledge.

#### **Club Activities and Facilities**

Some of the Club's activities include Hunter Education classes which are run 4 times a year, six Archery events every year (3 to go in 2020), an annual free Kid's Fishing Derby which the Club began in 1949, and an annual NRA Youth SportsFest which teaches youngsters about safety in a variety of sports. The Club also offers, at no charge, a safe and beautiful picnic and camp grounds for Boy Scout Troops to utilize. Many Troops help in the maintenance of different areas on the Club's grounds, earning merit, leadership and service badges. The Club supports local school districts, churches and others that are working toward bettering our environment, by donating the use of Club facilities either free or at a discount. Current users of the Club's facilities include Washington Department of Fish and Wildlife, Northwest Trek, Bethel School District, Church groups, Graham-Kapowsin ROTC, Pacific Lutheran University ROTC, University of Washington, Washington State Muzzleloaders Association and the Coastal Conservation Association.

The Club facilities also include several static shooting ranges. The ranges include a private rifle and pistol range, a small-bore competition match range, and public rifle and handgun ranges. There is also a "flat range" and "field course" for archery and ranges for shotgun sports such as trap and skeet. Range events

include sporting clays for shotgun sports, silhouette field course for muzzle-loaders, and multiple 3-D field course events for archers, among other activities. The ranges, events, and facilities are intended to provide a fun, SAFE place for hunters and shooters to hone their skills and reinforce safe handling of firearms and archery tackle.

The Chateau building has a beautiful large hall for rent as well as where we try to hold events put on by the club such as the Annual Crab Feed & Comedy Night, the New Year's Eve party and more. We also have an annual Club Picnic & Barbecue, an Easter Egg Hunt and a Christmas party for the kids.

Tuesday is the Club's social night. The public is welcome to come out and join in the Tuesday Social night. We have some great fires in the winter and a large covered patio to enjoy in the summer. The bar crew, all volunteers, serve up drinks and the kitchen is open for some great food too.

**Current and Future Use of the Tacoma Sportsmen's Club Property.**

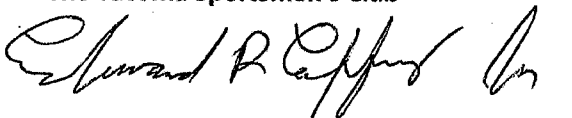
The Club has no plans to sell or develop its property for any residential or commercial uses beyond the current activities described above. The Club has in the past and will continue to constantly maintain the grounds year round. Checking the status of our trees to be sure they are all healthy and safe. Our annual work party is tentatively scheduled for May 9th. Work will include cleaning up of the picnic grounds, rebuilding target stands, checking the trees, chopping, splitting and stacking firewood, weeding, checking the property for poisonous plants and treating them, repairing fences if needed, and maintaining the gravel roads to our ranges.

**Need for the Easement.**

The Club has from the time it moved to its present location in 1942 used a road that runs over the northern edge of the Tacoma Public Utilities property to access the Club property from Canyon Road. This access road was never formally recorded as an easement. Under this circumstance the Club's current and future use of the road could be compromised if Tacoma Public Utilities decided to sell its property or otherwise develop the property for commercial or other private uses. Through negotiations with Tacoma Public Utility personnel the Club reached an agreement to pay Tacoma Public Utilities \$235,000 for a formal easement to protect the Club's long existing use of its access road through a formal Easement Agreement that will be recorded in the records of Pierce County. The Club appreciates the grant of this Easement.

Thank you.

**The Tacoma Sportsmen's Club**

 , PRESIDENT

**TACOMA POWER EASEMENT AGREEMENT TO  
TACOMA SPORTSMEN'S CLUB INC.**

## LOCATION MAP



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

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**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**EASEMENT NO. E13575**

Reference No.	P2018-093
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	Tacoma Sportsmen's Club Inc.
Legal Description:	Portion of NW¼ and NE¼ of Section 30, Township 19N, Range 4 E, W.M., Pierce County, Washington.
Tax Parcel Nos.:	0419302044, 0419302000, and 0419301001.

THIS INGRESS AND EGRESS AND UTILITIES EASEMENT AGREEMENT ("Easement Agreement") is entered into by the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as "Grantor," and record owner of the Easement Area described in **Exhibit A**, and Tacoma Sportsmen's Club Inc., a Washington non-profit corporation, hereinafter referred to as "Grantee."

## RECITALS

A. Grantee has requested that Grantor grant to Grantee a non-exclusive easement across the Easement Area (the "Easement") for the express purpose of ingress and egress and installation and operation of utilities to benefit Grantee's abutting real property (the "Benefitted Property") as legally described in **Exhibit C**; and,

B. Grantor, for the consideration provided for below, is willing to grant and convey the Easement over the Easement Area to Grantee for the Permitted Purpose described below.

**NOW THEREFORE**, in consideration of the Terms, Conditions, and Covenants herein stated and the payment of Two Hundred and Thirty-Five Thousand Dollars (\$235,000.00) by Grantee to Grantor, Grantor does hereby grant to Grantee the Easement for the Permitted Purpose, across Grantor's real property legally described in **Exhibit A** (the "Easement Area") and depicted on **Exhibit B**.

Grantee is restricted to use of the Easement Area and is not authorized to use any other portions lying outside the Easement Area of Grantor's real property ("Grantor's Property") legally described in **Exhibit D**.

## Terms, Conditions, and Covenants.

This Easement is subject to the following Terms, Conditions, and Covenants.

1. **Covenants.** The terms and conditions of the herein Easement Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs.
2. **Easement Term.** The Term of this Easement Agreement shall commence on the date of recording of the Easement Agreement with the Pierce County Auditor ("Date of Commencement") and shall run in perpetuity unless terminated pursuant to the terms and conditions set forth herein.
3. **Rights Granted.** The rights granted to Grantee are solely for the Permitted Purpose as described herein. No other use of the Easement Area is granted, nor shall Grantee enlarge the use thereof without the prior written permission of Grantor. The rights granted to Grantee are indivisible.
4. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Easement Agreement as if fully rewritten here.
5. **Permitted Purpose.** Grantor grants the above-described right to use the Easement Area to Grantee for the express and sole purpose of crossing the Easement Area for ingress and egress and installation and operation of utilities in support of Grantee use of its Benefitted Property ("Permitted Purpose"). The ingress



and egress and utilities shall be restricted to the described Easement Area only. Moreover, the Easement rights granted herein shall not be maintained or extended to any portion of the Benefitted Property that may be sold or transferred subsequent to the Date of Commencement, nor shall the Easement rights extend to any third-party use of any portion of the Benefitted Property, e.g. by lease, permit, or license.

6. **Noninterference.** Grantee shall not damage or materially interfere with Grantor's use of the Easement Area, structures, or facilities. Except as otherwise specifically provided for herein, no structures of any type may be placed on the Easement Area, nor shall the Easement Area be barricaded, fenced or blocked by Grantee in any way.

7. **Easement Closure Risk.** Grantee assumes all risks and costs associated with any interference with Grantee's use of the Easement Area due to closures and blockages caused by events outside of Grantor's reasonable control including, but not limited to, environmental regulation, or natural disaster including, fire, flood, snow, slides, tree windthrow, or road washout, but not including closures and blockages due to Grantor's sole negligence. Grantor is not obligated to repair or unblock any part of the Easement Area described herein if Grantor determines use of the Easement Area is no longer safe or viable.

8. **Non-liability.** Grantor shall not be liable to Grantee or to any third-party entering upon the Easement Area to or in furtherance of any act or thing done in connection with the Permitted Purpose or other use of the Easement Area. Grantee, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licenses expressly assumes all risks associated with the Permitted Purpose or other use of the Easement Area.

9. **Indemnification.** Grantee shall indemnify, defend, and hold harmless 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 Grantee, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement Agreement, and the construction, operation, maintenance, repair, and replacement of the improvements on the Easement Area and/or adjacent to Grantor's Property. 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.

10. **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 Agreement; 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. "Hazardous Substance" as used in this Easement Agreement 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 that 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.

**11. Improvements.** Any and all road and utilities design, construction, maintenance, repair, or replacement occurring on or impacting the Easement Area must be approved in writing by Grantor prior to construction thereof. Such authorized improvements shall comply with all federal, state and local regulations. Grantee shall be solely responsible for any and all costs associated with the construction, maintenance, repair, replacement, or upkeep of any existing or future authorized improvements impacting the Easement Area. Grantor's review and approval is not intended as an engineering review or analysis. It shall remain the sole responsibility of Grantee to ensure adherence to all code and permitting requirements. Further, Grantor approval shall not be deemed consent, authorization, or acknowledgement that Grantee has obtained all required authorizations or that professional or engineering standards are sufficient or fit. Grantee's improvements shall, at Grantor's option, be removed at the termination of the Easement rights and the Easement Area restored, both at Grantee's sole expense.

In the event any of Grantor's improvements in the Easement Area are disturbed or damaged by Grantee's use, at Grantor's sole discretion and approval, Grantee shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to a condition as good as or better than that which existed prior to the use.

**12. Waste.** Grantee shall not cause nor permit any filling activity to occur in or on the Easement Area, except as approved by Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release or dispose of any Hazardous Substances, or other pollutants in or on the Easement Area except in accordance with all applicable laws. 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.

13. **Warranty.** Grantor does not warrant its authority to grant the above-described use of the Easement Area, and Grantee agrees to secure any other rights needed for the lawful use of the Easement Area. Grantor expressly disclaims any representation or warranty that the Easement Area is suitable for any use.
14. **Prior Agreements.** The rights herein granted shall be subject to any prior agreements or contracts made or entered into by Grantor and further shall be subject to any subsequent agreements between city, state, or federal wildlife, fish, ecology, energy, or other regulatory agency having jurisdiction over the City of Tacoma's hydroelectric, transmission, water supply, and railway systems.
15. **Other Agency Regulations.** This Easement Agreement, Easement, Grantee, and Grantor, are at all times subject to provisions and requirements of federal, state, and local agencies and any future rules and regulations of these agencies or their successors or assigns. The rights granted herein are subject to any lawful rules or regulations now in effect or which hereafter might become effective which are imposed upon the subject Easement Area by any regulating authority, including Grantor. Grantor reserves the right at any and all times to prescribe additional non-discriminatory rules and regulations for the conduct, operation, and maintenance of any or all the rights and privileges granted under the terms of this Easement Agreement.
16. **Non-Exclusive Rights.** This Easement is non-exclusive, and shall not prohibit Grantor from granting other rights of like or other nature to others, nor shall it prevent Grantor from using any of the subject Easement Area or affect its right to full supervision and control over all or any part of the Easement Area, none of which is hereby surrendered.
17. **No Protest of LID or ULID.** Grantee agrees it will not protest the formation of a Local Improvement District (LID) or Utility Local Improvement District (ULID) benefitting Grantor's Property except upon Grantor's written consent.
18. **No Protest of Development of Grantor's Property.** Grantee agrees it will not protest or otherwise oppose or object to the lawful subdivision and/or development of Grantor's Property and will reasonably cooperate in such efforts.
19. **Acknowledgement.** As a condition of this Easement Agreement, all parties hereto agree that each of Grantee, its successors and/or assigns, in order to be entitled to and benefit from the Easement shall acknowledge and accept the terms and conditions set forth in this Easement Agreement. Grantee's execution of this Easement Agreement shall be deemed acknowledgement of receipt.
20. **Termination.** Should any one or more of the following events of termination occur, Grantor may re-enter, retake possession of, and hold the Easement Area without compensation to Grantee or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of or damages to any premises or the improvements thereon abutting on said Easement

Area or any part thereof. Moreover, no compensation shall be due Grantee for termination of the Easement rights granted herein.

- a. **Failure of Acknowledgement.** If any of Grantee, its successors and/or assigns, fails to acknowledge and accept the terms and conditions of this Easement Agreement, then the Easement rights expressed herein shall automatically terminate with respect to the non-accepting party. In the event of such termination, all ingress and egress and utilities rights of said party to the Easement Area shall cease.
- b. **Failure or Breach.** In the event Grantee fails or breaches the terms and/or conditions of this Easement Agreement, Grantor reserves the right to terminate the rights granted herein; or to reconcile or cause a remedy in order to cure said failure or breach of the Easement Agreement. Such actions shall be at the sole discretion of Grantor. If said remedies to cure a failure or breach of this Easement Agreement are not forthcoming, Grantee shall have the right to create a remedy, which must be acceptable to, and approved in writing by Grantor within 180-days from written notice by Grantor, else the Easement rights shall be terminated after a 180-day notice.
- c. **Abandonment of Easement Area.** Should Grantee fail to use the Easement Area, or any part thereof, as provided for herein for a period exceeding one (1) year, the Easement and all rights associated with said Easement shall automatically terminate.
- d. **Change in Use of Benefitted Property.** Should Grantee change the use of the Benefitted Property inconsistent with either the objectives of the Tacoma Sportsmen's Club or limitations as a Washington non-profit corporation, the Easement rights shall automatically terminate.
- e. **Sale or Transfer of Benefitted Property.** Should Grantee sell or transfer any portion of the Benefitted Property, the Easement rights shall automatically terminate as to such portion sold or transferred.
- f. **Establishment of Alternative Public Access to Benefitted Property.** Should alternative public access be developed across or through Grantor's Property between the Benefitted Property and either Canyon Road East or Military Road East, or any future extension(s) thereof, the Easement rights shall automatically terminate.
- g. **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"), the Easement rights 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. Moreover, Grantee disclaims interest in any award of Just Compensation in the event of a Taking.

**21. Miscellaneous.**

- a. **Notices.** Any and all notices, demands or requests required or permitted hereunder shall be in writing and delivered through personal delivery; or email transmission (with receipt confirmed via reply by the recipient) or two (2) business days after being deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid; or one (1) business day after being deposited with any commercial air courier or express service, next day delivery, addressed as follows:

1) Grantor: Tacoma Power  
Real Property Services  
3628 South 35<sup>th</sup> Street  
ABS – 2<sup>nd</sup> Floor  
Tacoma, WA 98409  
Telephone: 253.502.8256  
E-mail: [gmuller@cityoftacoma.org](mailto:gmuller@cityoftacoma.org)

2) Grantee: Tacoma Sportsmen's Club  
Attention: President  
16409 Canyon Road East  
Puyallup, WA 98375  
Telephone: 253.537.6151  
E-mail: [TSC1933@outlook.com](mailto:TSC1933@outlook.com)

- b. **Further Assurances.** The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Easement Agreement.
- c. **Entire Agreement.** This Easement Agreement contains all of the terms and conditions relating to the Easement and supersedes and replaces all oral and/or written proposals and agreements heretofore made on the subject matter. This Easement Agreement may be modified only by a written document signed by the parties hereto or their respective successors or assigns.
- d. **Attorneys' Fees.** In the event of any litigation relating to this Easement Agreement or the breach thereof, the substantially prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees and all of the costs and expenses of litigation.

- e. **Exhibits.** All exhibits attached to this Easement Agreement are incorporated in and made a part of this Easement Agreement by reference.
- f. **Governing Law.** This Easement Agreement shall be construed and enforceable in accordance with, and governed by, the laws of the State of Washington.
- g. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- h. **Severability.** If any clause, sentence, or other portion of the terms, conditions and covenants of this Easement Agreement area held, to any extent, to be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- i. **Assignment.** Grantee shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement Agreement without the prior written consent of Grantor.
- j. **Waiver.** A waiver or failure by either Grantor or Grantee to enforce any provision of this Easement Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision.

**[Remainder of Page Intentionally Left Blank]**

P2018-093/E13575

TACOMA POWER

TACOMA SPORTSMEN'S CLUB INC.

BY:

ACCEPTED BY:

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Jackie Flowers,  
Director of Utilities

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President,  
Tacoma Sportsmen's Club Inc.

Approved as to form:

*Michael W. Smith*

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Michael W. Smith,  
Deputy City Attorney

P2018-093/E13575

Authorized:

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Chris Robinson,  
Power Superintendent

Reviewed:

*Joseph Wilson*

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Joseph A. Wilson,  
Transmission and Distribution Manager

*John Nierenberg*

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John Nierenberg,  
Transmission and Distribution Assistant Manager

*Andrew Cherullo*

ES

LV

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Andy Cherullo,  
Director of Finance

Legal Description Approved:

*Jeff Singleton*

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Jeff Singleton,  
Chief Surveyor



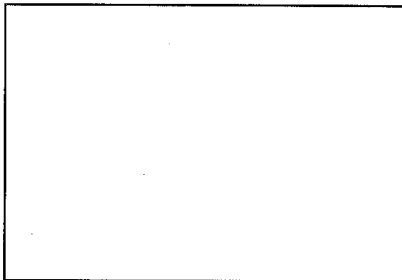
P2018-093/E13575

STATE OF WASHINGTON     )  
  ) SS  
COUNTY OF PIERCE     )

On \_\_\_\_\_ before me personally appeared Jackie Flowers, to me known to be the Director of Utilities of the City of Tacoma, Department of Public Utilities, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma for the uses and purposes herein mentioned, and on oath stated that she was authorized to execute said instrument.

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



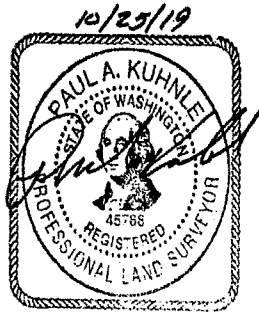
\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing in \_\_\_\_\_

## EXHIBIT A

### EASEMENT AREA LEGAL DESCRIPTION

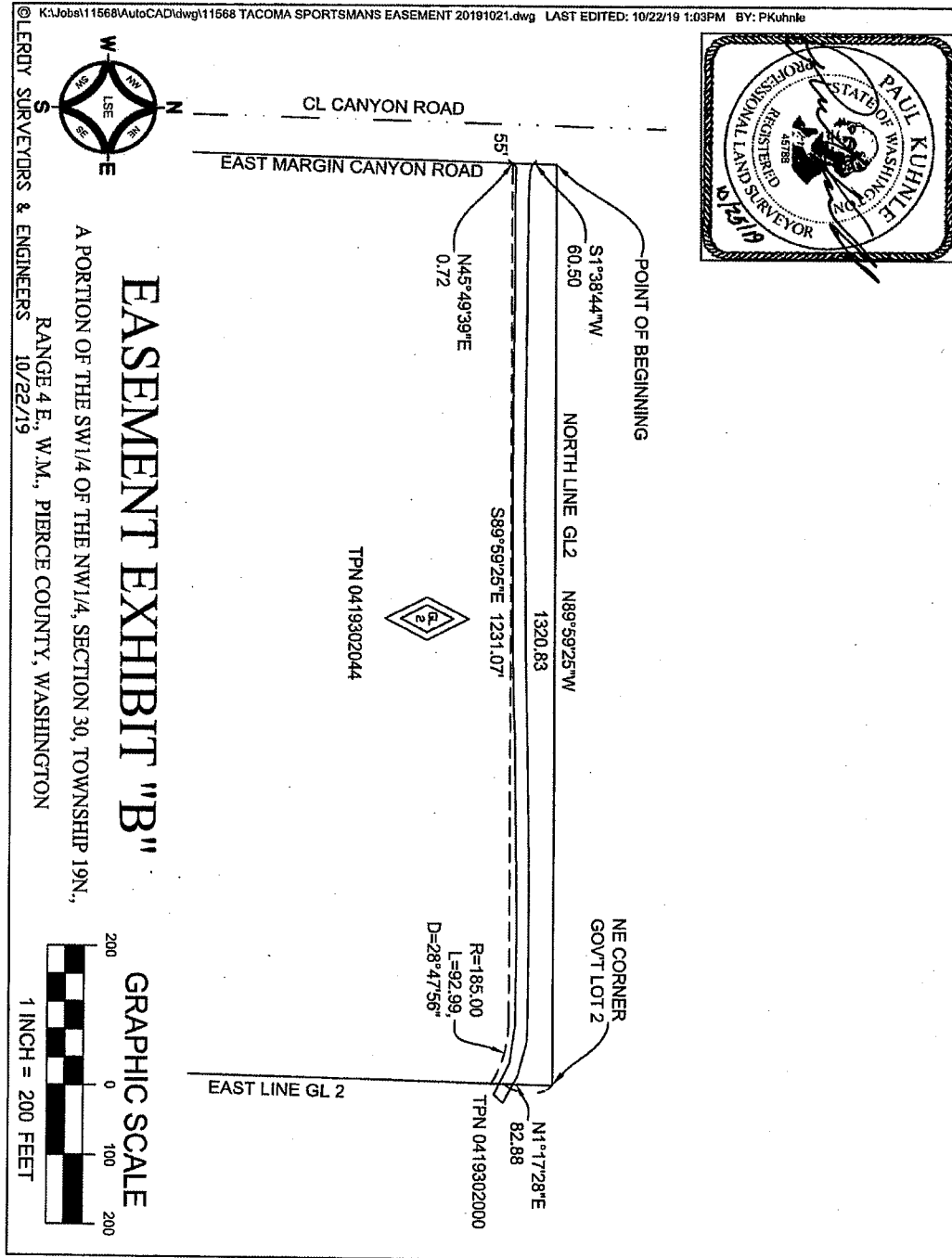
THAT PORTION OF GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 2 AND THE EAST MARGIN OF CANYON ROAD EAST, ALSO BEING THE NORTHWEST CORNER OF REVISED PARCEL B, PIERCE COUNTY BOUNDARY LINE ADJUSTMENT 832695, AS RECORDED UNDER RECORDING NUMBER 201607085001, RECORDS OF PIERCE COUNTY, WASHINGTON;  
THENCE ALONG THE EAST MARGIN OF CANYON ROAD EAST, S01°38'44"W, FOR 60.50 FEET;  
THENCE LEAVING SAID EAST MARGIN OF CANYON ROAD EAST, N45°49'39"E FOR 0.72 FEET;  
THENCE PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 2, S89°59'25"E FOR 1231.07 FEET TO THE BEGINNING POINT OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 28°47'56";  
THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.99 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG SAID EAST LINE N01°17'28"E A DISTANCE OF 82.88 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE ALONG THE NORTH LINE THEREOF N89°59'25"W FOR 1320.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING



# EXHIBIT B

## EASEMENT AREA DEPICTION (not to scale)



**EXHIBIT C**

**BENEFITTED PROPERTY LEGAL DESCRIPTION**

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON OWNED BY THE GRANTEE ON THE COMMENCEMENT DATE REFERENCED HEREIN.

**EXHIBIT D**

**GRANTOR'S PROPERTY LEGAL DESCRIPTION**

REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201607085001, DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 2 OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WAHSINGTON.

EXCEPT THE WEST 20 FEET FOR ROAD.

ALSO EXCEPT THOSE PORTIONS CONVEYED TO PIERCE COUNTY BY INSTRUMENTS RECORDED UNDER AUDITOR'S FILE NOS. 8604150281 AND 201006010129, RECORDS OF PIERCE COUNTY, WASHINGTON.

ALSO EXCEPT THAT PORTION CONVEYED TO WGW, INC. BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 201607150389, RECORDS OF PIERCE COUNTY, WASHINGTON.

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

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**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**EASEMENT NO. E13575**

Reference No.	P2018-093
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantee:	Tacoma Sportsmen's Club Inc.
Legal Description:	Portion of NW¼ and NE¼ of Section 30, Township 19N, Range 4 E, W.M., Pierce County, Washington.
Tax Parcel Nos.:	0419302044, 0419302000, and 0419301001

THIS INGRESS AND EGRESS AND UTILITIES EASEMENT AGREEMENT ("Easement Agreement") is entered into by the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as "Grantor," and record owner of the Easement Area described in **Exhibit A**, and Tacoma Sportsmen's Club Inc., a Washington non-profit corporation, hereinafter referred to as "Grantee."

## RECITALS

A. Grantee has requested that Grantor grant to Grantee a non-exclusive easement across the Easement Area (the "Easement") for the express purpose of ingress and egress and installation and operation of utilities to benefit Grantee's abutting real property (the "Benefitted Property") as legally described in **Exhibit C**; and,

B. Grantor, for the consideration provided for below, is willing to grant and convey the Easement over the Easement Area to Grantee for the Permitted Purpose described below.

**NOW THEREFORE**, in consideration of the Terms, Conditions, and Covenants herein stated and the payment of Two Hundred and Thirty-Five Thousand Dollars (\$235,000.00) by Grantee to Grantor, Grantor does hereby grant to Grantee the Easement for the Permitted Purpose, across Grantor's real property legally described in **Exhibit A** (the "Easement Area") and depicted on **Exhibit B**.

Grantee is restricted to use of the Easement Area and is not authorized to use any other portions lying outside the Easement Area of Grantor's real property ("Grantor's Property") legally described in **Exhibit D**.

## Terms, Conditions, and Covenants.

This Easement is subject to the following Terms, Conditions, and Covenants.

1. **Covenants.** The terms and conditions of the herein Easement Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs.
2. **Easement Term.** The Term of this Easement Agreement shall commence on the date of recording of the Easement Agreement with the Pierce County Auditor ("Date of Commencement") and shall run in perpetuity unless terminated pursuant to the terms and conditions set forth herein.
3. **Rights Granted.** The rights granted to Grantee are solely for the Permitted Purpose as described herein. No other use of the Easement Area is granted, nor shall Grantee enlarge the use thereof without the prior written permission of Grantor. The rights granted to Grantee are indivisible.
4. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Easement Agreement as if fully rewritten here.
5. **Permitted Purpose.** Grantor grants the above-described right to use the Easement Area to Grantee for the express and sole purpose of crossing the Easement Area for ingress and egress and installation and operation of utilities in support of Grantee use of its Benefitted Property ("Permitted Purpose"). The ingress

and egress and utilities shall be restricted to the described Easement Area only. Moreover, the Easement rights granted herein shall not be maintained or extended to any portion of the Benefitted Property that may be sold or transferred subsequent to the Date of Commencement, nor shall the Easement rights extend to any third-party use of any portion of the Benefitted Property, e.g. by lease, permit, or license.

6. **Noninterference.** Grantee shall not damage or materially interfere with Grantor's use of the Easement Area, structures, or facilities. Except as otherwise specifically provided for herein, no structures of any type may be placed on the Easement Area, nor shall the Easement Area be barricaded, fenced or blocked by Grantee in any way.

7. **Easement Closure Risk.** Grantee assumes all risks and costs associated with any interference with Grantee's use of the Easement Area due to closures and blockages caused by events outside of Grantor's reasonable control including, but not limited to, environmental regulation, or natural disaster including, fire, flood, snow, slides, tree windthrow, or road washout, but not including closures and blockages due to Grantor's sole negligence. Grantor is not obligated to repair or unblock any part of the Easement Area described herein if Grantor determines use of the Easement Area is no longer safe or viable.

8. **Non-liability.** Grantor shall not be liable to Grantee or to any third-party entering upon the Easement Area to or in furtherance of any act or thing done in connection with the Permitted Purpose or other use of the Easement Area. Grantee, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the Permitted Purpose or other use of the Easement Area.

9. **Indemnification.** Grantee shall indemnify, defend, and hold harmless 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 Grantee, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement Agreement, and the construction, operation, maintenance, repair, and replacement of the improvements on the Easement Area and/or adjacent to Grantor's Property. 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.

10. **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 Agreement; 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. "Hazardous Substance" as used in this Easement Agreement 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 that 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.

**11. Improvements.** Any and all road and utilities design, construction, maintenance, repair, or replacement occurring on or impacting the Easement Area must be approved in writing by Grantor prior to construction thereof. Such authorized improvements shall comply with all federal, state and local regulations. Grantee shall be solely responsible for any and all costs associated with the construction, maintenance, repair, replacement, or upkeep of any existing or future authorized improvements impacting the Easement Area. Grantor's review and approval is not intended as an engineering review or analysis. It shall remain the sole responsibility of Grantee to ensure adherence to all code and permitting requirements. Further, Grantor approval shall not be deemed consent, authorization, or acknowledgement that Grantee has obtained all required authorizations or that professional or engineering standards are sufficient or fit. Grantee's improvements shall, at Grantor's option, be removed at the termination of the Easement rights and the Easement Area restored, both at Grantee's sole expense.

In the event any of Grantor's improvements in the Easement Area are disturbed or damaged by Grantee's use, at Grantor's sole discretion and approval, Grantee shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to a condition as good as or better than that which existed prior to the use.

**12. Waste.** Grantee shall not cause nor permit any filling activity to occur in or on the Easement Area, except as approved by Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release or dispose of any Hazardous Substances, or other pollutants in or on the Easement Area except in accordance with all applicable laws. 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.

13. **Warranty.** Grantor does not warrant its authority to grant the above-described use of the Easement Area, and Grantee agrees to secure any other rights needed for the lawful use of the Easement Area. Grantor expressly disclaims any representation or warranty that the Easement Area is suitable for any use.
14. **Prior Agreements.** The rights herein granted shall be subject to any prior agreements or contracts made or entered into by Grantor and further shall be subject to any subsequent agreements between city, state, or federal wildlife, fish, ecology, energy, or other regulatory agency having jurisdiction over the City of Tacoma's hydroelectric, transmission, water supply, and railway systems.
15. **Other Agency Regulations.** This Easement Agreement, Easement, Grantee, and Grantor, are at all times subject to provisions and requirements of federal, state, and local agencies and any future rules and regulations of these agencies or their successors or assigns. The rights granted herein are subject to any lawful rules or regulations now in effect or which hereafter might become effective which are imposed upon the subject Easement Area by any regulating authority, including Grantor. Grantor reserves the right at any and all times to prescribe additional non-discriminatory rules and regulations for the conduct, operation, and maintenance of any or all the rights and privileges granted under the terms of this Easement Agreement.
16. **Non-Exclusive Rights.** This Easement is non-exclusive, and shall not prohibit Grantor from granting other rights of like or other nature to others, nor shall it prevent Grantor from using any of the subject Easement Area or affect its right to full supervision and control over all or any part of the Easement Area, none of which is hereby surrendered.
17. **No Protest of LID or ULID.** Grantee agrees it will not protest the formation of a Local Improvement District (LID) or Utility Local Improvement District (ULID) benefitting Grantor's Property except upon Grantor's written consent.
18. **No Protest of Development of Grantor's Property.** Grantee agrees it will not protest or otherwise oppose or object to the lawful subdivision and/or development of Grantor's Property and will reasonably cooperate in such efforts.
19. **Acknowledgement.** As a condition of this Easement Agreement, all parties hereto agree that each of Grantee, its successors and/or assigns, in order to be entitled to and benefit from the Easement shall acknowledge and accept the terms and conditions set forth in this Easement Agreement. Grantee's execution of this Easement Agreement shall be deemed acknowledgement of receipt.
20. **Termination.** Should any one or more of the following events of termination occur, Grantor may re-enter, retake possession of, and hold the Easement Area without compensation to Grantee or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of or damages to any premises or the improvements thereon abutting on said Easement

Area or any part thereof. Moreover, no compensation shall be due Grantee for termination of the Easement rights granted herein.

- a. **Failure of Acknowledgement.** If any of Grantee, its successors and/or assigns, fails to acknowledge and accept the terms and conditions of this Easement Agreement, then the Easement rights expressed herein shall automatically terminate with respect to the non-accepting party. In the event of such termination, all ingress and egress and utilities rights of said party to the Easement Area shall cease.
- b. **Failure or Breach.** In the event Grantee fails or breaches the terms and/or conditions of this Easement Agreement, Grantor reserves the right to terminate the rights granted herein; or to reconcile or cause a remedy in order to cure said failure or breach of the Easement Agreement. Such actions shall be at the sole discretion of Grantor. If said remedies to cure a failure or breach of this Easement Agreement are not forthcoming, Grantee shall have the right to create a remedy, which must be acceptable to, and approved in writing by Grantor within 180-days from written notice by Grantor, else the Easement rights shall be terminated after a 180-day notice.
- c. **Abandonment of Easement Area.** Should Grantee fail to use the Easement Area, or any part thereof, as provided for herein for a period exceeding one (1) year, the Easement and all rights associated with said Easement shall automatically terminate.
- d. **Change in Use of Benefitted Property.** Should Grantee change the use of the Benefitted Property inconsistent with either the objectives of the Tacoma Sportsmen's Club or limitations as a Washington non-profit corporation, the Easement rights shall automatically terminate.
- e. **Sale or Transfer of Benefitted Property.** Should Grantee sell or transfer any portion of the Benefitted Property, the Easement rights shall automatically terminate as to such portion sold or transferred.
- f. **Establishment of Alternative Public Access to Benefitted Property.** Should alternative public access be developed across or through Grantor's Property between the Benefitted Property and either Canyon Road East or Military Road East, or any future extension(s) thereof, the Easement rights shall automatically terminate.
- g. **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"), the Easement rights 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. Moreover, Grantee disclaims interest in any award of Just Compensation in the event of a Taking.

**21. Miscellaneous.**

- a. **Notices.** Any and all notices, demands or requests required or permitted hereunder shall be in writing and delivered through personal delivery; or email transmission (with receipt confirmed via reply by the recipient) or two (2) business days after being deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid; or one (1) business day after being deposited with any commercial air courier or express service, next day delivery, addressed as follows:
  - 1) Grantor: Tacoma Power  
Real Property Services  
3628 South 35<sup>th</sup> Street  
ABS – 2<sup>nd</sup> Floor  
Tacoma, WA 98409  
Telephone: 253.502.8256  
E-mail: [gmuller@cityoftacoma.org](mailto:gmuller@cityoftacoma.org)
  - 2) Grantee: Tacoma Sportsmen's Club  
Attention: President  
16409 Canyon Road East  
Puyallup, WA 98375  
Telephone: 253.537.6151  
E-mail: [TSC1933@outlook.com](mailto:TSC1933@outlook.com)
- b. **Further Assurances.** The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Easement Agreement.
- c. **Entire Agreement.** This Easement Agreement contains all of the terms and conditions relating to the Easement and supersedes and replaces all oral and/or written proposals and agreements heretofore made on the subject matter. This Easement Agreement may be modified only by a written document signed by the parties hereto or their respective successors or assigns.
- d. **Attorneys' Fees.** In the event of any litigation relating to this Easement Agreement or the breach thereof, the substantially prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees and all of the costs and expenses of litigation.

- e. **Exhibits.** All exhibits attached to this Easement Agreement are incorporated in and made a part of this Easement Agreement by reference.
- f. **Governing Law.** This Easement Agreement shall be construed and enforceable in accordance with, and governed by, the laws of the State of Washington.
- g. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- h. **Severability.** If any clause, sentence, or other portion of the terms, conditions and covenants of this Easement Agreement are held, to any extent, to be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- i. **Assignment.** Grantee shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement Agreement without the prior written consent of Grantor.
- j. **Waiver.** A waiver or failure by either Grantor or Grantee to enforce any provision of this Easement Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision.

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P2018-093/E13575

TACOMA POWER

TACOMA SPORTSMEN'S CLUB INC.

BY:

ACCEPTED BY:

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Jackie Flowers,  
Director of Utilities

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President,  
Tacoma Sportsmen's Club Inc.

Approved as to form:

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Michael W. Smith,  
Deputy City Attorney

P2018-093/E13575

Authorized:

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Chris Robinson,  
Power Superintendent

Reviewed:

---

Joseph A. Wilson,  
Transmission and Distribution Manager

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John Nierenberg,  
Transmission and Distribution Assistant Manager

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Andy Cherullo,  
Director of Finance

Legal Description Approved:

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Jeff Singleton,  
Chief Surveyor

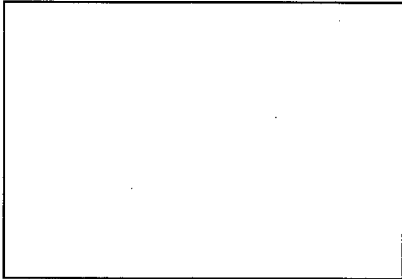
P2018-093/E13575

STATE OF WASHINGTON     )  
  ) SS  
COUNTY OF PIERCE     )

On \_\_\_\_\_ before me personally appeared Jackie Flowers,  
to me known to be the Director of Utilities of the City of Tacoma, Department of  
Public Utilities, the municipal corporation that executed the within and foregoing  
instrument, and acknowledged said instrument to be the free and voluntary act and  
deed of the City of Tacoma for the uses and purposes herein mentioned, and on  
oath stated that she was authorized to execute said instrument.

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 \_\_\_\_\_



## EXHIBIT A

### EASEMENT AREA LEGAL DESCRIPTION

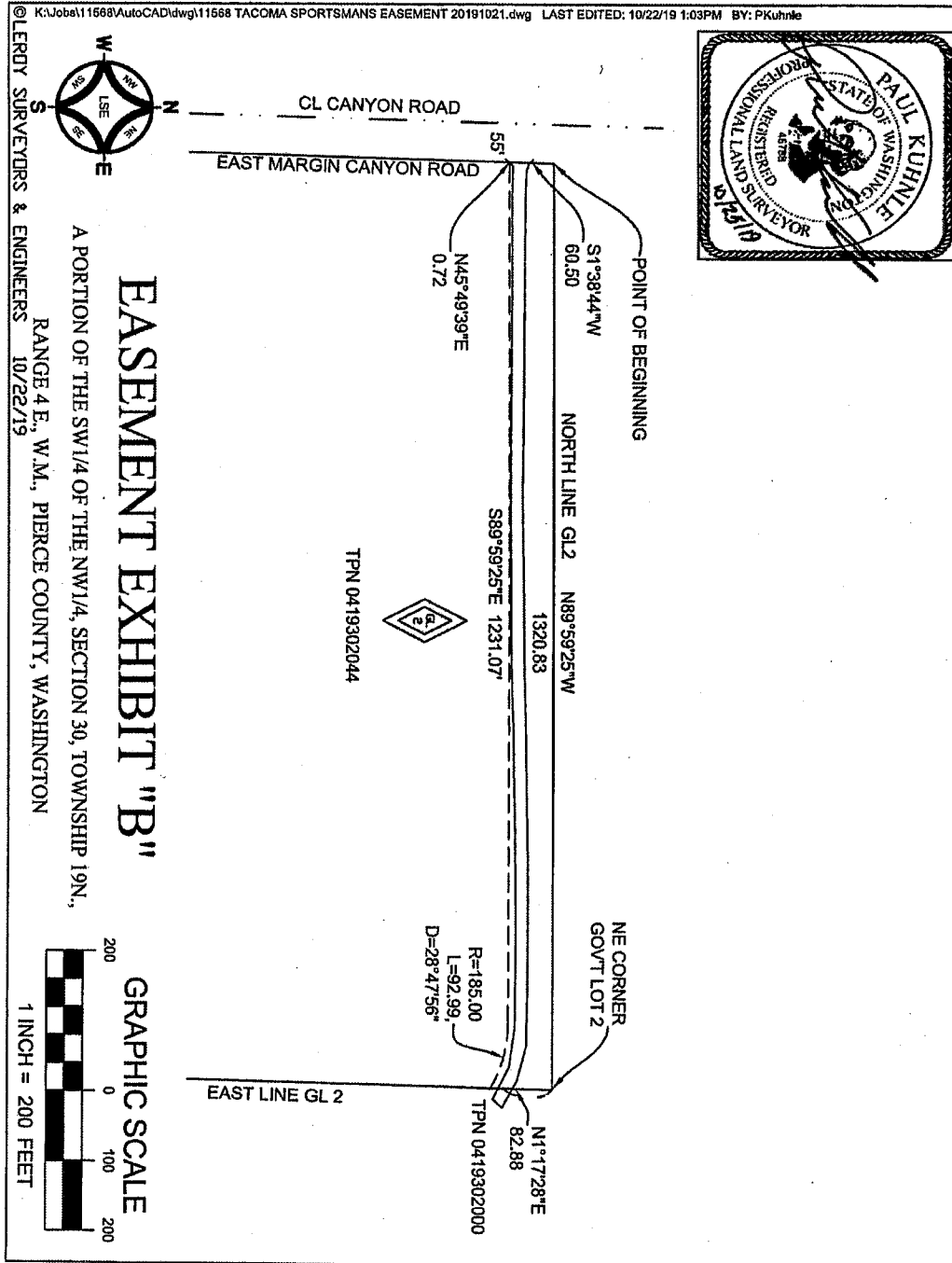
THAT PORTION OF GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 2 AND THE EAST MARGIN OF CANYON ROAD EAST, ALSO BEING THE NORTHWEST CORNER OF REVISED PARCEL B, PIERCE COUNTY BOUNDARY LINE ADJUSTMENT 832695, AS RECORDED UNDER RECORDING NUMBER 201607085001, RECORDS OF PIERCE COUNTY, WASHINGTON;  
THENCE ALONG THE EAST MARGIN OF CANYON ROAD EAST, S01°38'44"W, FOR 60.50 FEET;  
THENCE LEAVING SAID EAST MARGIN OF CANYON ROAD EAST, N45°49'39"E FOR 0.72 FEET;  
THENCE PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 2, S89°59'25"E FOR 1231.07 FEET TO THE BEGINNING POINT OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 28°47'56";  
THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.99 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG SAID EAST LINE N01°17'28"E A DISTANCE OF 82.88 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE ALONG THE NORTH LINE THEREOF N89°59'25"W FOR 1320.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING



# EXHIBIT B

## EASEMENT AREA DEPICTION (not to scale)



## **EXHIBIT C**

### **BENEFITTED PROPERTY LEGAL DESCRIPTION**

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## **EXHIBIT D**

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EXCEPT THE WEST 20 FEET FOR ROAD.

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ALSO EXCEPT THAT PORTION CONVEYED TO WGWI, INC. BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 201607150389, RECORDS OF PIERCE COUNTY, WASHINGTON.