

**RESOLUTION NO. U-11241** 

A RESOLUTION relating to Tacoma Power; declaring utility-owned real property surplus and authorizing the sale to Pierce County.

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power"), requests the Board declare surplus and approve the negotiated sale of approximately 4,225 SF of land, together with a slope easement over approximately 792 SF of land, identified as a portion of Pierce County Tax Assessor Tax Parcel No. 0418162058, located in a suburban location in central unincorporated Pierce County in the Graham vicinity and improved with Tacoma Power's Graham Substation, and

WHEREAS as part of its County Road Project No. 5819, Pierce County is improving and widening 224<sup>th</sup> Street East, the property's frontage road, and

WHEREAS this right-of-way project will require the fee acquisition of the front 10 feet of the Tacoma Power property, along with a slope easement adjacent to the roadway, and

WHEREAS, although no part of the substation within the security fencing is to be acquired, some site improvement modifications are required in order to maintain the substation's operational integrity, including expansion of the fencing and ground grid network, and adjustments to the irrigation system and driveway, and

WHEREAS Pierce County has agreed to the estimated cost-to-cure provided by Tacoma Power needed to make the necessary changes to maintain the substation's operational integrity and is included in the compensation, and



WHEREAS the Department of Public Works Real Property Services section has negotiated the price of \$136,618.05, which is comprised of \$118,618.05 as the cost-to-cure to mitigate impacts to the remainder property; \$9,000 for landscaping; \$8,450 for approximately 4,225 SF of land in fee, and \$550 for approximately 792 SF in slope easement, which is believed to represent Fair Market Value, and

WHEREAS Tacoma Power has determined that the Property sought by Pierce County is not essential for continued effective utility service and has deemed the Property surplus to Tacoma Power's needs pursuant to RCW 35.94.040 and TMC 1.06.272-.278; Now, Therefore, BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Sec. 1. That it is in the best interests of the City of Tacoma to approve the negotiated sale in fee of approximately 4,225 SF of land, together with a slope easement over approximately 792 SF of land, of Tacoma Power property identified as a portion of Pierce County Tax Assessor Tax Parcel No. 0418162058, in central unincorporated Pierce County, Washington, as more fully described in the documents on file with the Clerk of the Board, to Pierce County.

Sec. 2. That the Property is not essential for continued effective utility service by Tacoma Power and is properly declared surplus property and excess to Tacoma Power's needs and the needs of Tacoma Public Utilities.



Clerk

Sec. 3. That the City Council is requested to hold a public hearing on this matter pursuant to RCW 35.94.040, and thereafter approve this recommended sale and authorize the proper officers of the City of Tacoma to execute all necessary documents, substantially in the same form as on file with the Clerk and approved by the City Attorney.

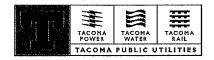
Approved as to form:

Chair

Secretary

Adopted\_

Chief Deputy City Attorney



## **Board Action Memorandum**

TO:

Jackie Flowers, Director of Utilities

COPY:

Charleen Jacobs, Director and Board Offices

FROM:

Hric Green, Tacoma Power T&D Assistant Section Manager

Greg Muller, Real Estate Officer, Real Property Services

**MEETING DATE:** 

February 24, 2021

DATE:

February 12, 2021

**SUMMARY:** Declare surplus and authorize the negotiated sale to Pierce County of approximately 4,225 SF of land, together with a slope easement in approximately 792 SF of land, in Tacoma Power property identified as a portion of Pierce County Assessor Tax Parcel No. 0418162058 located in the Graham vicinity of unincorporated Pierce County for \$136,618.05.

**BACKGROUND:** No previous request has been submitted to Board in relation to this proposal. The property is in a suburban location in central unincorporated Pierce County near Graham and is improved with Tacoma Power's Graham Substation. As part of its County Road Project No. 5819, Pierce County is improving and widening 224th Street East, the property's frontage road. This right-of-way project will require the fee acquisition of the front 10 feet of the Tacoma Power property (4,225± SF), along with a slope easement in 792± SF adjacent to the roadway. Although no part of the substation within the security fencing is to be acquired, some site improvement modifications are required in order to maintain the substation's operational integrity, including expansion of the fencing and ground grid network, and adjustments to the irrigation system and driveway. Pierce County has agreed to the estimated cost-to-cure provided by Tacoma Power needed to make the necessary changes and this is included in the compensation. Although the fee and slope easement acquisitions require TPU Board approval, the City Council must approve only the fee acquisition. The acquisition documents were reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.

# Breakdown of Acquisition:

4,225± SF of fee lands @ \$2.00/SF = \$8,450.00 792± SF of slope easement @ \$0.67/SF = \$550.00 Landscaping: = \$9,000.00

Cost-to-Cure:

<u>= \$118,618.05</u>

**Total Compensation:** 

= \$136,618.05

Upon approval by the Board, a separate request will be made to the City Council to hold a Public Hearing to be followed by Final Approval. Closing of the sale is expected by April 2021.





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

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

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? N/A.

**ATTACHMENTS**: Pierce County Real Property Voucher, Quit Claim Deed No. 6777, Slope Easement No. E13718, Right-of-Way Plan, Declaration of Surplus; Location Map

**CONTACT:** Primary Contact: Greg Muller, Real Estate Officer, Ext 8256

Supervisor: Dylan Harrison, Senior Real Estate Officer, Ext 8836



## City of Tacoma

## **City Council Action Memorandum**

TO:

Elizabeth Pauli, City Manager

FROM:

Jackie Flowers, Director of Utilities

COPY:

City Council and City Clerk

**SUBJECT:** 

Resolution - Declaration of Surplus and Sale of Tacoma Power Real Property - City Council Consent

Agenda for March 9, 2021

DATE:

February 12, 2021

#### **SUMMARY AND PURPOSE:**

To set Tuesday, March 23, 2021 as the date for a Public Hearing regarding the declaration of surplus and sale of approximately 4,225 SF of Tacoma Power property, identified as a portion of Pierce County Assessor Tax Parcel No. 0418162058, to Pierce County for \$136,618.05.

## **BACKGROUND:**

Click or tap here to enter text. The property is in a suburban location in central unincorporated Pierce County near Graham and is improved with Tacoma Power's Graham Substation. As part of its County Road Project No. 5819, Pierce County is improving and widening 224th Street East, the property's frontage road. This right-of-way project will require the fee acquisition of the front 10 feet of the Tacoma Power property (4,225± SF), along with a slope easement in 792± SF adjacent to the roadway. Although no part of the substation within the security fencing is to be acquired, some site improvement modifications are required in order to maintain the substation's operational integrity, including expansion of the fencing and ground grid network, and adjustments to the irrigation system and driveway. Pierce County has agreed to the estimated cost-to-cure provided by Tacoma Power needed to make the necessary changes and this is included in the compensation. Although the fee and slope easement acquisitions require TPU Board approval, the City Council must approve only the fee acquisition. The acquisition documents were reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.

Breakdown of Acquisition:

 $4,225 \pm$  SF of fee lands @ \$2.00/SF= \$8,450.00 $792 \pm$  SF of slope easement @ \$0.67/SF= \$550.00Landscaping:= \$9,000.00Cost-to-Cure:= \$118,618.05Total Compensation:= \$136,618.05

# **COMMUNITY ENGAGEMENT/ CUSTOMER RESEARCH:**

As the sale involves an unimproved portion of utility land in a suburban location in Pierce County, no potential impacts are foreseen. This sale has been vetted by Tacoma Power management.

#### **2025 STRATEGIC PRIORITIES:**

# **Equity and Accessibility:**

The sale will allow continued development of the local community, which provides housing, educational, employment, and recreational opportunities in line with state-mandated Growth Management policies and Pierce



# City of Tacoma

# **City Council Action Memorandum**

County development regulations. As the sale property lies outside the corporate limits of the City of Tacoma, no Equity Index Scores have been identified.

#### **ALTERNATIVES:**

Presumably, your recommendation is not the only potential course of action; please discuss other alternatives or actions that City Council or staff could take. Please use table below.

Alternative(s)	Positive Impact(s)	Negative Impact(s)
<ol> <li>Retain property</li> </ol>	None.	Costs for maintenance and
		liability.

## **EVALUATION AND FOLLOW UP:**

This is a one-time sale with no on-going evaluation required.

# **STAFF/SPONSOR RECOMMENDATION:**

Tacoma Power and Real Property Services recommend that the City Council set March 23, 2021 as the date to hold a Public Hearing for the declaration of surplus and sale of approximately 4,225 SF of Tacoma Power property, identified as a portion of Pierce County Assessor Tax Parcel No. 0418162058, to Pierce County for \$136,618.05.

## **FISCAL IMPACT:**

There is no fiscal impact to setting this Public Hearing.

Are there financial costs or other impacts of not implementing the legislation? No

Will the legislation have an ongoing/recurring fiscal impact? No

Will the legislation change the City's FTE/personnel counts? No

#### **ATTACHMENTS:**

Sale Property Location Map.

# **LOCATION MAP**

# TACOMA POWER GRAHAM SUBSTATION

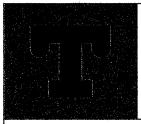
# SALE TO PIERCE COUNTY - COUNTY ROAD PROJECT NO. 5819



PORTION OF TAX PARCEL NO. 0418162058

4,225± SF FEE ACQUISITION

GRAHAM VICINITY, UNINCORPORATED PIERCE COUNTY, WA.



#### TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

02/11/2021

Date:

From:

Jackie Flowers, Director of Utilities

To:

Dylan Harrison, Senior Real Estate Officer, Real Property Services

Subject: Declaration of Surplus of Tacoma Power Graham Substation Property at 224th

Street East

Tacoma Power owns a tract of land identified as Pierce County Assessor Tax Parcel Number 0418162058 located in the Graham vicinity of unincorporated Pierce County. The property is improved with the Graham Substation. In furtherance of County Road Project No. 5819, Pierce County would like to acquire approximately 4,225 SF contained in the 10 LF frontage along 224th Street East.

Following is the Property Legal Description:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

THE WESTERLY 430 FEET WHICH LIES SOUTH OF KAPOWSIN COUNTY: ROAD AND NORTHEASTERLY OF TACOMA EASTERN RAILROAD RIGHT-OF-WAY WITH EASTERLY BOUNDARY NORMAL TO MUCK-KAPOWSIN ROAD IN THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON.

#### **DESCRIBED AS FOLLOWS:**

THE NORTH 10.00 FEET OF THE ABOVE DESCRIBED PARCEL LYING ADJACENT TO  $224^{TH}$ STREET EAST.

Upon review by Tacoma Power management, it has been concluded that there is no foreseeable need for Tacoma Power to retain fee ownership of the approximately 4,225 SF proposed for acquisition by Pierce County, as this strip lies outside of the Graham Substation security fencing and serves no operational need once the cost-to-cure mitigation measures to be paid by Pierce County to Tacoma Power are implemented. Therefore, pursuant to City of Tacoma Municipal Code Section 1.06,280. I hereby certify that this property has no further public use, is surplus to the needs of Tacoma Public Utilities, and that disposing of it would be in the best interests of the City of Tacoma.



APPROVED:

Jackie Flowers. Director of Utilities

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





# PIERCE COUNTY 2702 S 42<sup>nd</sup> St., Suite 109 Tacoma, WA 98409-7315

Claimant: City of Tacoma - TPU 3628 South 35 <sup>th</sup> Street, ABS-2 Tacoma, WA 98409	·	
Title, CRP/Project Parcel 92 <sup>nd</sup> Avenue East/224 <sup>th</sup> Street East Intersect CRP 5819 Project Parcel 9280C	ion	
A full, complete, and final payment for settl fully set forth in the Quit Claim Deed and S		
Lands Conveyed Fee: 4,225 SF (m/	1)	\$8,450.00
Lands Conveyed Easement: Slope 7	,	\$550.00
Improvements: Landscaping	()	\$9,000.00
Administrative Settlement		\$118,618.05
Total Amount (Ro	unded)	\$18,000.00
Revised Total Am		\$136,618.05
We have agreed to the compensation listed landscaping, irrigation, grounding, fencing, cure. The County will not, at any time in the and beyond the amount listed above, nor for	driveway, ove future, be re	erhead, and contingency as the cost to sponsible for any additional costs above
We hereby certify under penalty of perjury charges against Pierce County, that the same are authorized to sign for the claimant.		
Claimant	Date	Phone number/Email address

Date

Nicholas Oniskey

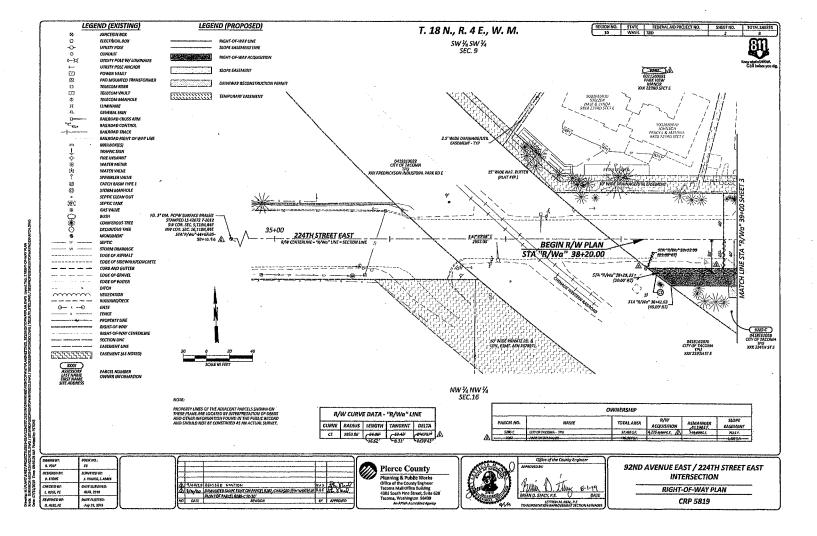
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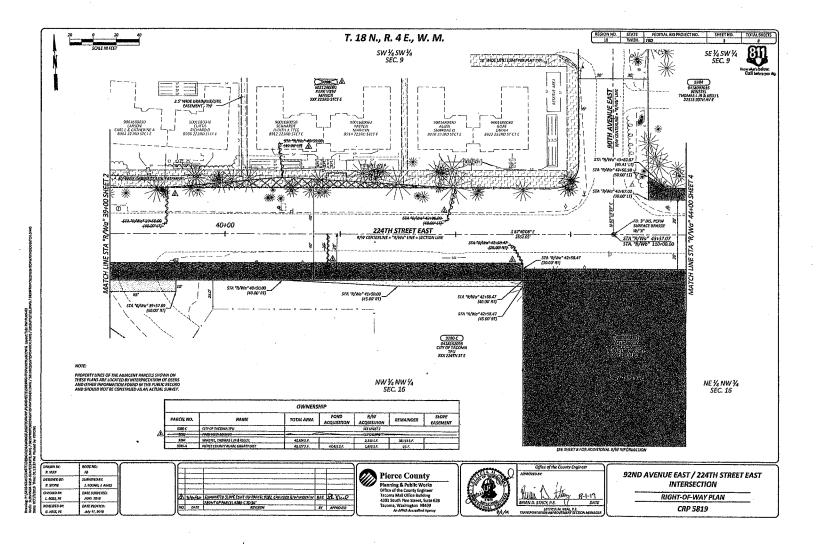
Nicholas Oniskey, Right-of-Way Agent

2/9/2021

Date

Claimant





Pierce County Planning and Public Works 2702 S 42<sup>nd</sup> St., Suite 109 Tacoma, WA 98409-7315

Attention: Kai Miller, Right-of-Way Agent

## QUIT CLAIM DEED

Grantor: City of Tacoma, Department of Public Utilities, Light

Division (d.b.a. Tacoma Power)

Grantee: Pierce County

Abbreviated Legal: Portion of 16-18-4 Tax Parcel No.: a portion of 0418162058

CRP 5819 Project Parcel 9280C

P2020-052 / D6777

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a Tacoma Power), a Washington first class municipal corporation, for and in consideration of Eight Thousand, Four Hundred Fifty and No/100 U.S. Dollars (\$8,450.00), hereby conveys and quit claims to PIERCE COUNTY, as Grantee, all its interest in the following described real property situate in Pierce County, State of Washington, to-wit:

## THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

THE WESTERLY 430 FEET WHICH LIES SOUTH OF KAPOWSIN COUNTY ROAD AND NORTHEASTERLY OF TACOMA EASTERN RAILROAD RIGHT-OF-WAY WITH EASTERLY BOUNDARY NORMAL TO MUCK-KAPOWSIN ROAD IN THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON.

#### **DESCRIBED AS FOLLOWS:**

THE NORTH 10.00 FEET OF THE ABOVE DESCRIBED PARCEL LYING ADJACENT TO  $224^{TH}$  STREET EAST.

The lands herein described contain an area of 4,225 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of August 1, 2019 and bearing County Road Project (CRP) 5819 entitled 92<sup>nd</sup> Avenue East/224<sup>th</sup> Street East Intersection.

The Grantor(s) hereby request(s) the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

DATED this	day of	, 20
Authorized by City Council Resolution No Public Utility Board Resolution No. U	oadoptedadopted	, at the request of
N WITNESS WHEREOF, said corporation	on has caused this instrument to b	e executed by its proper offic
CITY OF TACOMA		
By: Mayor		
Attest:		
City Clerk		
Accepted by Grantee		·
By:	By: Printed Name: Title:	
Date:	Date:	

STATE OF WASHINGTON ) COUNTY OF PIERCE )	
On, before me pers the Mayor of the City of Tacoma, the municipal c instrument, and acknowledged said instrument to	be the free and voluntary act and deed of the City of ned, and on oath stated that she was authorized to execute
IN WITNESS WHEREOF, I have hereur year first above written.	nto 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	
APPROVED as to form only:	Accepted By:
Pierce County Deputy Prosecuting Attorney	County Engineer Date
p9280C QCD	3 of 4

P2020-052/D6777					
CITY OF TACOMA, I	DEPT. OF PU	BLIC UTILITI	ES		
APPROVED:					
Jackie Flowers Director of Utilities	Date				
AUTHORIZED:					
Chris Robinson Power Superintendent	Date				
REVIEWED:					
Joseph A. Wilson, T&D Power Section Ma	Date nager				
Eric Green, T&D Power Section Ass	Date Sistant Manage	<b>r</b>			
Jeff Singleton, Chief Surveyor	Date				
Andrew Cherullo, Director of Finance	Date				
APPROVED AS TO FO	PRM:				
Michael W. Smith, Deputy City Attorney	Date				
				·	
p9280C QCD		4 of	4		

Pierce County Planning and Public Works 2702 S 42<sup>nd</sup> St., Suite 109 Tacoma, WA 98409-7315

Attention: Kai Miller, Right-of-Way Agent

#### SLOPE EASEMENT

Grantor: CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION

(d.b.a. TACOMA POWER)

Grantee: Pierce County

Abbreviated Legal: Portion of 16-18-4 Tax Parcel No.: a portion of 0418162058

CRP 5819 Project Parcel 9280C

P2020-052 / E13718

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION (d.b.a. TACOMA POWER), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of Five Hundred Fifty and No/100 (\$550.00) Dollars, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to Grantor therefrom, does by these presents grant and convey to PIERCE COUNTY ("Pierce County" or "Grantee"), a municipal corporation and political subdivision of the State of Washington (collectively the "Parties" or individually "Party"), for the use of the public, a perpetual, non-exclusive easement (the "Easement"), allowing Pierce County, its agents and assigns, ingress and egress over, under, and across the following described property situated in Pierce County, Washington, together with any after-acquired title therein, to wit:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

THE WESTERLY 430 FEET WHICH LIES SOUTH OF KAPOWSIN COUNTY ROAD AND NORTHEASTERLY OF TACOMA EASTERN RAILROAD RIGHT-OF-WAY WITH EASTERLY BOUNDARY NORMAL TO MUCK-KAPOWSIN ROAD IN THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON.

#### **DESCRIBED AS FOLLOWS:**

COMMENCING AT NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL AND THE SOUTHERLY RIGHT OF WAY MARGIN OF 224<sup>th</sup> STREET EAST SHOWN ON THAT MAP OF DEFINITE LOCATION IN THE OFFICE OF THE COUNTY ENGINEER TITLED "92<sup>ND</sup> AVENUE EAST/224<sup>TH</sup> STREET EAST" - REFERRED TO AS ENGINEERS STATION (ES) "R/Wa" 42+58.47 (30.00 FEET RIGHT); THENCE SOUTH 02°19'52" WEST ALONG THE EAST LINE OF SAID PARCEL 10.00 FEET TO THE POINT OF BEGINNING, BEING ES "R/Wa"

42+58.47 (40.00 FEET RIGHT); THENCE CONTINUING SOUTH 02°19'52" WEST ALONG SAID EAST LINE 5.00 FEET TO ES "R/Wa" 42+58.47 (45.00 FEET RIGHT); THENCE NORTH 87°40'08" WEST PARALLEL WITH SAID MARGIN 108.47 FEET TO ES "R/Wa" 41+50.00 (45.00 FEET RIGHT); THENCE NORTH 84°48'23" WEST 100.12 FEET TO ES "R/Wa" 40+50.00 (40.00 FEET RIGHT); THENCE SOUTH 87°40'08 EAST PARALLEL WITH SAID MARGIN 208.47 FEET TO THE POINT OF BEGINNING.

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

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

The lands herein described contain an area of 792 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of August 1, 2019, and bearing County Road Project (CRP) 5819, entitled 92<sup>nd</sup> Avenue East/224<sup>th</sup> Street East Intersection.

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

- I. Easement Area. The real property described above is hereinafter referred to as the "Easement Area". Pierce County hereby acknowledges that a major City of Tacoma power utility facility is located within the Easement Area, hereinafter referred to as the "Utility." Pierce County further acknowledges that the proper and sufficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of electricity to the general public. Therefore, the Grantor hereby grants this Easement in exchange for Pierce County's agreement to be bound by, and comply with, the terms and conditions set forth below:
- A. Subordinate. This Easement shall at all times be subservient, subordinate and subject to the paramount right of the Grantor to inspect, operate, repair, maintain, construct, or reconstruct the Utility and any equipment, facilities, or fixtures auxiliary to the Utility. In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Pierce County's use of the Easement, at Grantor's sole discretion and approval, Pierce County shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to as good or better a condition than existed prior to the use.
- **B.** Access. Grantor shall have the right to access the Utility at any time as deemed necessary by the Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility. If Grantor deems it necessary to move, remove, demolish, destroy, or otherwise disrupt any improvements in the Easement Area, the Grantor will give at least 14 days' notice to Pierce County, except in the case of emergency, where the Grantor will notify Pierce County as soon as practical. The Grantor will make reasonable efforts to minimize the damage to any Pierce County improvements authorized by the Easement. Pierce County shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements and Pierce County shall solely bear all expenses for the repair, replacement, and/or enhancement of said improvements.
- C. Assumption of Risk. Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards.

- **D.** Nonliability. Grantor shall not be liable to Pierce County or to any third parties entering upon the Easement Area related to or in furtherance of any act or thing done in connection with the use the use of the Easement Area. Pierce County, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the use of the Easement Area.
- II. Indemnification. Pierce County shall indemnify, defend, and hold harmless the Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Pierce County, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements to the Easement Area. The foregoing shall apply to any and all actual or alleged injury to persons (including death) and/or damage to property, except to the extent such injury or damage results from the fault of the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.
- III. Environmental Liability. By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that Pierce County shall pay for the removal of and disposal of all soil, whether or not the soil includes Hazardous Substances, if Pierce County removes any soil. Pierce County assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Pierce County, its officers, agents, employees, volunteers, subcontractors, invitees, licenses, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.
- IV. Approvals. Prior to construction or alteration of any improvements authorized by this Easement, Grantee shall submit to Grantor for its written approval the designs and specifications for said improvements. Further, any improvements to be installed on the abutting lands shall maintain setbacks sufficient to avoid impacts to any existing or future infrastructure of the Grantor, its lessees, permittees, or assigns located in the Easement Area.

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

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

- VI. Taking. If the Easement Area, or any portion thereof, should be taken for any public or quasi-public use under governmental law, ordinance ore regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantee for its loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking, Grantee may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein. Grantor shall receive the entire award for any Taking of the Easement Area or portion thereof, with no compensation due Grantee.
- VII. Binding on Successors. The terms and conditions of this Easement shall constitute real covenants that run with the land and are binding upon heirs, successors and assigns.
- VIII. Assignment. Pierce County shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of the Grantor.
- IX. Condition Subsequent. Grantor reserves the right to terminate this Easement upon Pierce County's failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement. Grantor also reserves the right to terminate this Easement upon a finding that Grantor's purposes for and use of the Easement Area are more in the interest of the public's health, safety, and welfare, than the use of the Easement Area as a public county road.
- **X. Effective Date**. This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.
- XI. No Third Party Beneficiaries. This Easement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.
- XII. Waiver. A waiver or failure by either party to enforce any provision of this Easement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement.
- XIII. Severability. If any term, condition, or provision of this Easement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.
- XIV. All Writings Contained Herein. This Easement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both Parties.
- XV. Applicable Laws; Reasonable Use. In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement over, under, upon, along and/or across the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof any other Party. Tacoma Power and Pierce County shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

intended uses.	Resolution No, adopted
Executed this day of	, 20
CITY OF TACOMA DEPARTMENT OF PUBLIC UTIL	ITIES
3v·	
By:	ities
VITA INTO OTRALIA GENERALE COMONE	
STATE OF WASHINGTON )	
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On, b Director of Utilities of the City of Texecuted the within and foregoing in	efore me personally appeared Jackie Flowers, to me known to be the acoma, Department of Public Utilities, the municipal corporation that is strument, and acknowledged said instrument to be the free and on year, for the uses and purposes therein mentioned, and on ooth state.
On	acoma, Department of Public Utilities, the municipal corporation that is is trument, and acknowledged said instrument to be the free and ower, for the uses and purposes therein mentioned, and on oath states
executed the within and foregoing involuntary act and deed of Tacoma P hat she was authorized to execute sa	acoma, Department of Public Utilities, the municipal corporation that istrument, and acknowledged said instrument to be the free and ower, for the uses and purposes therein mentioned, and on oath state aid instrument.
On	acoma, Department of Public Utilities, the municipal corporation that istrument, and acknowledged said instrument to be the free and ower, for the uses and purposes therein mentioned, and on oath state aid instrument.
On	acoma, Department of Public Utilities, the municipal corporation that istrument, and acknowledged said instrument to be the free and ower, for the uses and purposes therein mentioned, and on oath state aid instrument.  I have hereunto set my hand and affixed my official seal the day and
On	Notary Public in and for the State of Washington
On	acoma, Department of Public Utilities, the municipal corporation that istrument, and acknowledged said instrument to be the free and ower, for the uses and purposes therein mentioned, and on oath state aid instrument.  I have hereunto set my hand and affixed my official seal the day and
On	Notary Public in and for the State of Washington
On	Notary Public in and for the State of Washington  Residing in
On	Notary Public in and for the State of Washington
On	Notary Public in and for the State of Washington  Residing in
On	Notary Public in and for the State of Washington  Residing in

Pierce County:		
Approved as to legal form only:		
Departer Pag	Dete	
Deputy Prosecuting Attorney	Date	
Accepted by:		
Brian D. Stoay	 Date	
Brian D. Stacy, County Engineer	Date	
Authorized:		
Chris Robinson, Power Superintendent	Date	
Reviewed:		
Joseph A. Wilson, T&D Power Section Manager	Date	
Eric Green, T&D Power Section Assistant Manager	Date	
Jeff Singleton, Chief Surveyor	Date	
Form Approved:		
Michael W. Smith, Deputy City Attorney	Date	
p9280C Slope Easement	6 of 6	