



## RESOLUTION NO. U-11470

1 A RESOLUTION related to Tacoma Water, requesting the authorization to grant  
2 a perpetual right-of way easement to Pierce County.

3 WHEREAS the City of Tacoma, Department of Public Utilities, Water  
4 Division ("Tacoma Water") received a request from Pierce County for a right-of-  
5 way easement to complete the construction and operation of Falling Water  
6 Boulevard East, in the Bonney Lake vicinity of unincorporated Pierce County,  
7 WA (the "Proposed Easement"), and

8 WHEREAS, Tacoma Water has identified the Proposed Easement area  
9 as a portion of Pierce County Assessor Tax Parcel Number 0519084009,  
10 located in a suburban location in Pierce County, and is improved with the  
11 Pipeline No. 1 transmission main, and part of Tacoma Water's water supply  
12 Pipeline No. 1 transmission main, and part of Tacoma Water's water supply  
13 system (the "Pipeline"), and

14 WHEREAS the Proposed Easement is approximately 11,706 square feet  
15 of fee-owned Tacoma Water property, and

16 WHEREAS the Pipeline crosses under the proposed Falling Water  
17 Boulevard East which will accommodate one traffic lane in each direction, curbs  
18 and gutters, and a shared-use path (i.e., shared by pedestrians, bicyclists, and  
19 other non-motorized users), and  
20 other non-motorized users), and

21 WHEREAS construction is anticipated upon approval and execution of  
22 the Proposed Easement which includes the review and approval of construction  
23 plans by Tacoma Water engineering, and  
24 plans by Tacoma Water engineering, and  
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WHEREAS the Proposed Easement will be subordinate to Tacoma Water's use to insure it will not negatively impact current or future Tacoma Water operations, and

WHEREAS the perpetual right-of-way Proposed Easement has been reviewed by the City Attorney's Office, approved by Tacoma Water management, and Real Property Services, and

WHEREAS subject to Board approval, Tacoma Water has tentatively accepted the offer of \$121,800, an amount that reflects the current fair market value of the easement rights in the land and acquisition of a small amount of gravel; Now Therefore,


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

That an easement to Pierce County of approximately 11,706 square feet of Tacoma Water lands located in the Bonney Lake vicinity, to complete construction and operation of Falling Water Boulevard East, is approved and the proper officers of the City of Tacoma are authorized to execute all necessary and convenient documents, substantially in the same form as on file with the Clerk of the Board and as approved by the City Attorney's Office.

Approved as to form:	_____
	Chair
_____ /s/ Chief Deputy City Attorney	_____
	Secretary
_____	Adopted _____
Clerk	



## Board Action Memorandum

**TO:** Jackie Flowers, Director of Utilities  
**COPY:** Charleen Jacobs, Director and Board Offices  
**FROM:** Heather Pennington, Interim Water Superintendent   
Greg Muller, Senior Real Property Officer, Real Property Services  
**MEETING DATE:** August 28, 2024  
**DATE:** August 16, 2024

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### STRATEGIC DIRECTIVE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Strategic Directives is supported by this action.

- |  |   |
|--|---|
| <input type="checkbox"/> GP1 – Diversity, Equity, Inclusion, Belonging | <input type="checkbox"/> GP8 – Telecom                            |
| <input checked="" type="checkbox"/> GP2 – Financial Sustainability     | <input checked="" type="checkbox"/> GP9 – Economic Development    |
| <input type="checkbox"/> GP3 – Rates                                   | <input checked="" type="checkbox"/> GP10 – Government Relations   |
| <input type="checkbox"/> GP4 – Stakeholder Engagement                  | <input type="checkbox"/> GP11 – Decarbonization/Electric Vehicles |
| <input type="checkbox"/> GP5 – Environmental Leadership                | <input type="checkbox"/> GP12 – Employee Relations                |
| <input type="checkbox"/> GP6 – Innovation                              | <input type="checkbox"/> GP13 – Customer Service                  |
| <input type="checkbox"/> GP7 – Reliability & Resiliency                | <input type="checkbox"/> GP14 – Resource Planning                 |

**SUMMARY:** Authorize the grant of a perpetual right-of-way easement in approximately 11,706 square feet of Tacoma Water fee-owned right-of-way to Pierce County to complete construction and operation of Falling Water Boulevard East in the Bonney Lake vicinity of unincorporated Pierce County, WA, for consideration of \$121,800.

### BACKGROUND:

No previous request has been submitted to Board in relation to this proposal. The Tacoma Water property, identified as a portion of Pierce County Assessor Tax Parcel Number 0519084009, is in a suburban location in Pierce County and is improved with the Pipeline No. 1 transmission main, part of its water supply system. The pipeline crosses under the proposed Falling Water Boulevard East which will accommodate one traffic lane in each direction, curbs and gutters, and a shared-use path (i.e. shared by pedestrians, bicyclists, and other non-motorized users). Construction is anticipated upon approval and execution of the easement which includes review and approval of construction plans by Tacoma Water engineering. The easement is subordinate to Tacoma Water's use to insure it will not negatively impact current or future Tacoma Water operations.

The perpetual right-of-way easement has been reviewed by the City Attorney's Office and approved by Tacoma Water management and Real Property Services. Subject to Board approval, Tacoma Water has tentatively accepted the offer of \$121,800.00 which we believe reflects the current fair market value of the easement rights in the land and acquisition of a small amount of gravel.



## Board Action Memorandum

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

**IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS 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:** Pierce County Real Property Voucher; Vicinity Map; Right-of-Way Plan; Road Cross-section; Easement – E2861

**CONTACT:** Primary Contact: Greg Muller, Senior Real Property Officer, 253.337.3164  
Supervisor: Dylan Harrison, Principal Real Property Officer, Ext 8836

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

Claimant(s)

City of Tacoma  
Attn: Greg Muller  
3628 S 35<sup>th</sup> St ABS-2  
Tacoma, WA 98409

Title, CRP/Project Parcel

Falling Water Boulevard East, Tehaleh Boulevard East to 126<sup>th</sup> Street East  
CRP 5841  
Project Parcel 9224-C

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A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Perpetual Right of Way Easement, dated \_\_\_\_\_.

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Lands Conveyed Easement:	
Permanent Road Easement 11,706 SF (m/l)	\$81,700.00
Improvements: Site (gravel)	\$6,600.00
Administrative Settlement:	\$33,500.00
<b>Total Amount (Rounded)</b>	<b>\$121,800.00</b>

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I have agreed to the compensation listed above as the full and final payment for the loss of our gravel. The County will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

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I have been informed that if there is a mortgage or lien on my property, the mortgage company or lienholder may require that all or a portion of the proceeds from this transaction be applied towards principal reduction of the outstanding lien balance. If necessary, Pierce County will deposit the funds from this transaction into escrow for the purpose of clearing title of the purchased land. The escrow company will disburse the funds according to the requirements of the mortgage company or lienholder.

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I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against Pierce County, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.

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Greg Muller  
Senior Real Property Officer  
Tacoma Public Utilities

Date

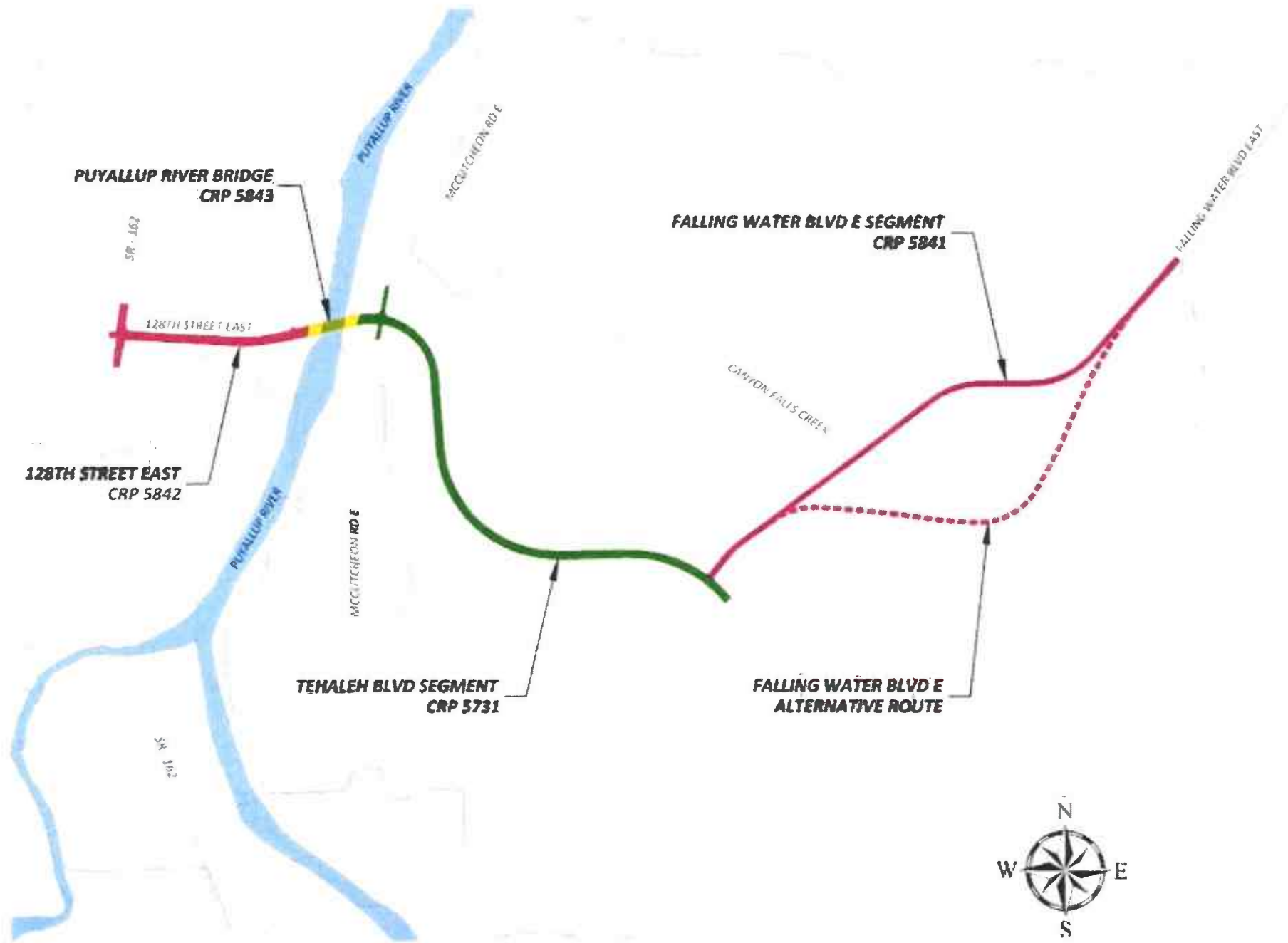
Phone number/Email address

*Romero Magallan*  
Romero Magallan, Right-of-Way Agent

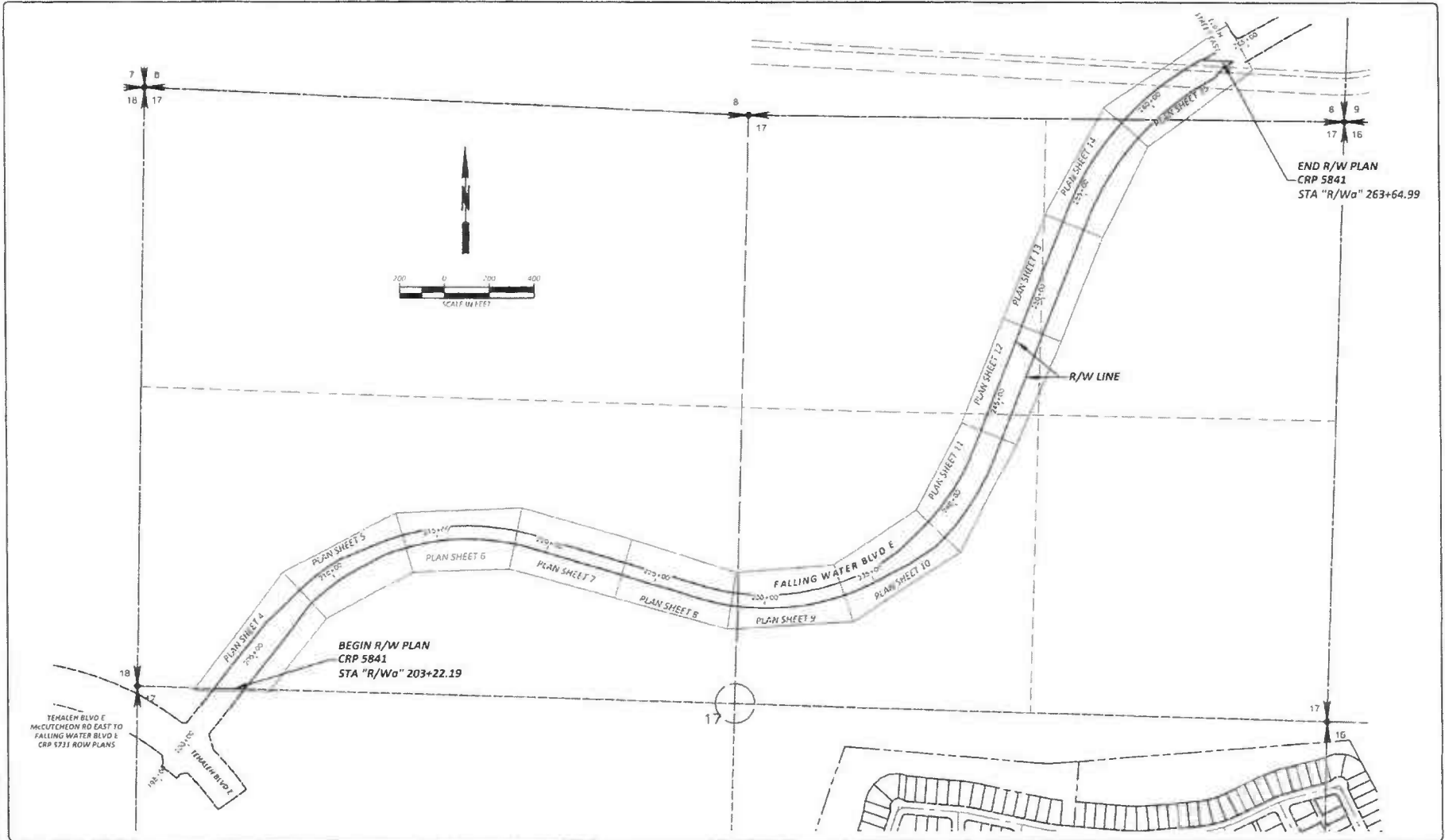
*8/15/2024*

Date

# PROPOSED ROAD CORRIDOR SEGMENTS







CRP 5841 - FALLING WATER BOULEVARD EAST TO TEHALEH BOULEVARD EAST TO 126TH STREET EAST  
 DATE: 08/21/2014  
 DRAWN BY: J. SPOBITO  
 CHECKED BY: J. SPOBITO  
 DATE: 08/21/2014

MacKay Sposito

DESIGNED BY: J.S.

DRAWN BY: J.S.

CHECKED BY: J.S.



NO.	DATE	REVISION	BY	APPROVED

**Pierce County**  
 Planning & Public Works  
 Office of the County Engineer  
 Tacoma Mall Plaza  
 2702 South 42nd Street, Suite 109  
 Tacoma, Washington 98509  
 An APWA Accredited Agency

Office of the County Engineer

DESIGNED BY: J. SPOBITO, P.E.

APPROVED BY: JEFFREY S. SPOSITO, P.E.

REVIEWED BY: C. LANGRISH, P.E.

DATE: 08/21/2014

LETTER TO BE FILLED IN BY TRANSPORTATION MANAGEMENT SERVICES

**FALLING WATER BOULEVARD EAST  
 TEHALEH BOULEVARD EAST TO 126TH STREET EAST**

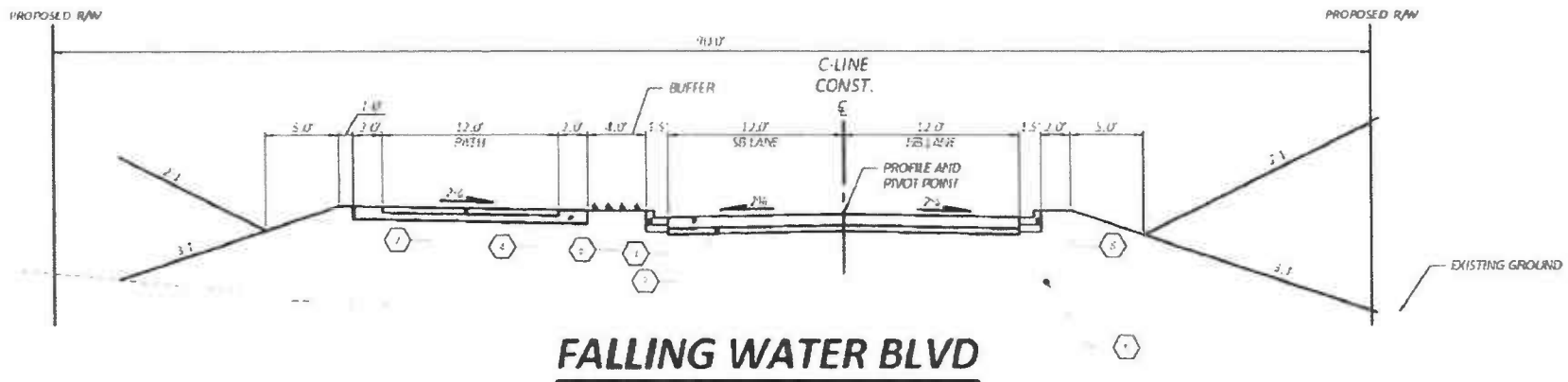
**KEY MAP  
 CRP 5841**

SHEET 2 OF 15









**FALLING WATER BLVD**

Note: This figure is not to scale

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

### PERPETUAL RIGHT OF WAY EASEMENT

Grantor: CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. TACOMA WATER)  
Grantee: Pierce County  
Abbreviated Legal: PTN 09-19N-05E  
Tax Parcel No.: 0519084009  
CRP 5841 Project Parcel No. 9224-C  
P2024-115 / E2861

THE GRANTOR, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION, d.b.a. Tacoma Water (“Tacoma Water” or “Grantor”), a MUNICIPAL CORPORATION of the State of Washington, for and in consideration of One Hundred Twenty-One Thousand Eight Hundred and No/100 (\$121,800.00) 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:

SEE ATTACHED EXHIBIT A

And as graphically depicted on attached Exhibit B.

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

The lands herein described contain an area of 11,706 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the County Engineer in Tacoma, Washington, and bearing a date of approval of February 1, 2024, and superseded March 11, 2024, and bearing County Road Project (CRP) 5841, entitled Falling Water Blvd East, Tehaleh Blvd East to 126<sup>th</sup> Street East.

### Terms and Conditions of the Easement

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

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

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

**C. Assumption of Risk.** Pierce County, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Pierce County hereby expressly assumes all risk associated with such hazards. Further, Grantor expressly disclaims any representations or warranty that the Easement or Easement Area is suitable for the purpose described herein.

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

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

**III. Environmental Liability.** By accepting this grant of Easement, Pierce County assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except in the event that Pierce County removes or displaces soil containing Hazardous Substances, Pierce County shall pay for all costs associated with the

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

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

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

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

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

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

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

**IX. Condition Subsequent.** Grantor reserves the right to terminate this Easement upon Pierce County's failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement.

**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 its rights under this Easement, Grantee 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 its use of the Easement Area. Any use, entrance upon or movement over, under, upon, along and/or across the Easement Area by Grantee shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof by Grantor. Pierce County shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

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

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

Authorized by Public Utility Board Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2024. Executed this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES

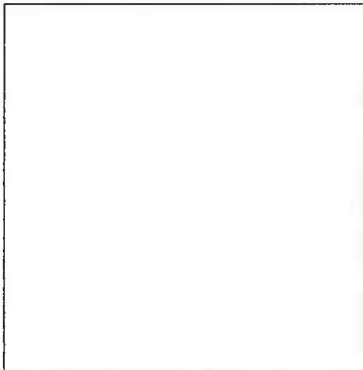
By: \_\_\_\_\_  
Jackie Flowers, Director of Utilities

STATE OF WASHINGTON    )  
  )  
COUNTY OF PIERCE     )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Jackie Flowers, to me known to be the Director of Utilities of the City of Tacoma, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Tacoma.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Place Notary Seal in Box



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

Residing in \_\_\_\_\_

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





**EXHIBIT A**  
**PERMANENT EASEMENT**

**PARCEL 9224-C, (portion of PARCEL NO. 0519084009):**

FROM EVERETT PULP AND PAPER COMPANY TO THE CITY

OF TACOMA BY DEED DATED AUGUST 21, 1911 IN RECORDING NO. 350138 OF PIERCE COUNTY RECORDS.

A STRIP OF LAND 50 FEET IN WIDTH ACROSS THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, WHICH STRIP OF LAND IS DESCRIBED AS BEING 25 FEET IN WIDTH ON EACH SIDE OF A CENTER LINE AS STAKED OUT ACROSS SAID QUARTER SECTION, AND BEGINNING AT A POINT ON THE MIDDLE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 2099 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE NORTH 89° 39' WEST 1633 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1146.28 FEET, 400 FEET; THENCE NORTH 69° 19' WEST 709.5 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION.

FROM CHRIS AND ANN ENGBRETZEN TO THE CITY OF TACOMA BY DEED DATED NOVEMBER 5, 1911 IN RECORDING NO. 349698 OF PIERCE COUNTY RECORDS.

A STRIP OF LAND 50 FEET WIDE, BEING 25 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, 857.4 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 69°19' WEST 382.1 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 573.7 FEET FOR A DISTANCE OF 267.2 FEET; THENCE SOUTH 83°58' WEST 732.8 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, AT A POINT 891 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER.

FROM WEYERHAEUSER TIMBER COMPANY TO THE CITY OF TACOMA BY DEED DATED MARCH 25, 1933 IN VOLUME 538 PAGES 25-26 (RECORDING NO. 1083485) OF PIERCE COUNTY RECORDS:

A STRIP OF LAND 25 FEET IN WIDTH IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING SOUTH OF AND ADJOINING THE RIGHT OF WAY CONVEYED TO THE CITY OF TACOMA BY WEYERHAEUSER

TIMBER COMPANY BY DEED DATED MARCH 15TH, 1933 AND RECORDED IN VOLUME 537 OF DEEDS AT PAGE 91 UNDER RECORDING NUMBER 1081131;

ALSO THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION LYING SOUTH OF SAID 25 FOOT STRIP AND NORTHEASTERLY FROM A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID SECTION 7, NORTH 54° 16' 15" WEST FOR A DISTANCE OF 607 FEET, MORE OR LESS TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE ABOVE MENTIONED 25 FOOT STRIP.

A STRIP OF LAND 25 FEET IN WIDTH IN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING SOUTH OF AND ADJOINING THE RIGHT OF WAY PREVIOUSLY CONVEYED BY WEYERHAEUSER TIMBER COMPANY TO THE CITY OF TACOMA BY DEED DATED MARCH 15TH, 1933, AND RECORDED IN VOLUME 537 OF DEEDS, AT PAGE 91, UNDER RECORDING NUMBER 1081131;

ALSO A STRIP OF LAND 100 FEET IN WIDTH, EAST OF AND ADJOINING THE WEST LINE OF SAID SECTION 8 AND EXTENDED SOUTH FROM THE ABOVE MENTIONED 25 FOOT STRIP TO THE SOUTH LINE OF SAID SECTION.

FROM WEYERHAEUSER TIMBER COMPANY TO THE CITY OF TACOMA BY DEED DATED MARCH 25, 1933 IN VOLUME 538 PAGES 25-26 (RECORDING NO. 1083485) OF PIERCE COUNTY RECORDS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 9, WHICH BEARS NORTH 192.63 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 9, AND IS THE INTERSECTION OF THE SOUTH LINE OF THE PRESENT RIGHT OF WAY OF THE CITY OF TACOMA WITH THE WEST LINE OF SAID SECTION 9;

THENCE FOLLOWING SAID SOUTH RIGHT OF WAY LINE NORTHEASTERLY ALONG A CURVE LEFT OF 598.686 FEET RADIUS, WHOSE TANGENT AT THE POINT OF INTERSECTION BEARS NORTH 87°59'26" EAST THROUGH A DEFLECTION OF 14°48'26" AN ARC DISTANCE 154.72 FEET;

THENCE NORTH 73°11' EAST, 943.9 FEET TO THE BEGINNING OF A CURVE LEFT OF RADIUS 344.623 FEET;

THENCE ALONG SAID CURVE THROUGH A DEFLECTION OF 28°14'43" AN ARC DISTANCE OF 169.89 FEET TO A POINT AT WHICH THE TANGENT TO THE CURVE BEARS NORTH 44°56'17" EAST;

THENCE SOUTH 595.43 FEET TO THE SOUTH LINE OF SAID SECTION 9;

THENCE WEST ON SAID SOUTH LINE OF SECTION 9, 400 FEET;

THENCE NORTH 30° WEST 398.72 FEET;

THENCE SOUTH 73°11' WEST 460.9 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT OF 623.686 FOOT RADIUS;

THENCE ALONG SAID CURVE THROUGH A DEFLECTION OF 14°53'16" AN ARC DISTANCE OF 162.06 FEET TO INTERSECT WITH THE WEST LINE OF SAID SECTION 9, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS SOUTH 88°04'16" WEST;

THENCE NORTH ALONG WEST LINE OF SAID SECTION 9, 25.01 FEET TO THE POINT OF BEGINNING.

DECREE OF APPROPRIATION NO. 31355, CITY OF TACOMA, PETITIONER VS. R.W. JAMIESON, ET AL, DEFENDANTS, DATED JULY 31, 1914 PER SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR PIERCE COUNTY:

A STRIP OF LAND 50 FEET IN WIDTH, BEING 25 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE AND 980 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH 83° 58' WEST 244 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 573.686 FEET REPRESENTED BY AN ANGLE OF 31° 33'; THENCE SOUTH 52° 25' WEST 1050 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF AND 175 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9.

FROM WEYERHAEUSER TIMBER COMPANY TO THE CITY OF TACOMA BY DEED DATED APRIL 17, 1912 IN RECORDING NO. 359284 OF PIERCE COUNTY RECORDS.

A STRIP OF LAND FIFTY FEET WIDE, THE CENTER LINE OF WHICH IS LOCATED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST OF W.M., IN PIERCE COUNTY, WASHINGTON, WHICH POINT IS 2603.2 FEET, MORE OR LESS, SOUTH OF THE QUARTER CORNER COMMON TO SECTIONS 4 AND 9, TOWNSHIP 19 NORTH, RANGE 5 EAST OF W.M.; THENCE SOUTH 56°41' WEST 242.1 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 359.265 FEET, REPRESENTED BY AN ANGLE OF 46°00'; THENCE ON A CURVE TO THE RIGHT, WITH A RADIUS OF 573.686 FEET, REPRESENTED BY AN ANGLE OF 35°00'; THENCE SOUTH 45°41' WEST 1027.5 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 573.686 FEET, REPRESENTED BY AN ANGLE OF 40° 00'; THENCE SOUTH 5°41' WEST 207.3 FEET, MORE OR LESS TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 319.623 FEET, REPRESENTED BY AN ANGLE OF 67°30'; THENCE SOUTH 73° 11' WEST 943.9 FEET, MORE OR LESS TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 573.686 FEET, REPRESENTED BY AN ANGLE OF 15° 04', TO A POINT ON THE WEST LINE OF SAID SECTION 9, WHICH POINT IS 217.0 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 9.

FROM WEYERHAEUSER TIMBER COMPANY TO THE CITY OF TACOMA BY DEED DATED MARCH 15, 1933 IN VOLUME 537 PAGE 91 (RECORDING NO. 1081131) OF PIERCE COUNTY RECORDS, THE FOLLOWING DESCRIBED TRACTS OF LAND, SITUATED IN THE COUNTY OF PIERCE, IN THE STATE OF WASHINGTON:

A STRIP OF LAND 50 FEET WIDE IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, THE CENTER LINE OF WHICH IS LOCATED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF AND NORTH 0° 08' WEST 616.35 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 7, AND AT WHICH POINT THE TANGENT TO A CURVE LEFT OF 410.275 FEET RADIUS BEARS NORTH 89° 58'44" WEST; THENCE FOLLOWING SAID CURVE LEFT THROUGH A DEFLECTION OF 27°46'16" AN ARC DISTANCE OF 198.86 FEET; THENCE SOUTH 62°15' WEST, 1201.46 FEET TO THE BEGINNING OF CURVE RIGHT OF 410.275 FEET RADIUS; THENCE FOLLOWING SAID CURVE THROUGH A DEFLECTION OF 25°17' AN ARC DISTANCE OF 181.05 FEET TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 7; THENCE PARALLEL TO SAID SECTION LINE SOUTH 87°32' WEST 1246.6 FEET TO A POINT 25 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7.

A STRIP OF LAND 50 FEET WIDE IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, THE CENTER LINE OF WHICH IS LOCATED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF AND 217.65 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE ON A 10° CURVE TO THE RIGHT WITH A DEFLECTION OF 4°20'50" WHOSE TANGENT AT THE POINT OF INTERSECTION BEARS SOUTH 87°54'10" WEST, AN ARC DISTANCE OF 43.53 FEET; THENCE NORTH 87°45' WEST, 3651.4 FEET TO THE BEGINNING OF A 5° CURVE RIGHT WITH A CENTRAL ANGLE OF 10° AND AN ARC LENGTH OF 200.06 FEET; THENCE NORTH 77°45' WEST 1408.78 FEET TO THE BEGINNING OF A 14° CURVE LEFT WITH A CENTRAL ANGLE OF 12°13'44" AND AN ARC LENGTH OF 87.57 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 8 AT WHICH POINT THE TANGENT TO THE CURVE BEARS NORTH 89°58'44" WEST AND FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 8 BEARS SOUTH 0°08' EAST 616.35 FEET.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED DATED MARCH 25, 1933 IN VOLUME 538 PAGES 25-26 (RECORDING NO. 1083485) OF PIERCE COUNTY RECORDS, BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 88° 50' 35" EAST A DISTANCE OF 800.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, NORTH 28° 50' 35" WEST A DISTANCE OF 360.56 FEET TO A POINT BEING 75.00 FEET SOUTHERLY OF, WHEN MEASURED PERPENDICULAR THERETO, THE CENTERLINE OF THE CITY OF TACOMA PIPELINE RIGHT-OF-WAY AS RECORDED IN AUDITOR'S FILE NO. 359284 OF PIERCE COUNTY RECORDS;

THENCE ALONG A LINE PARALLEL WITH, AND 75.00 FEET SOUTHERLY OF SAID CENTERLINE THE FOLLOWING TWO COURSES:

THENCE NORTH 73° 56' 42" EAST A DISTANCE OF 463.92 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG THE ARC OF A 394.48 FOOT RADIUS TANGENT CURVE CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 22° 50' 37", AN ARC DISTANCE OF 157.28 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF TACOMA;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 01° 09' 25" WEST A DISTANCE OF 524.40 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, BEING COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 88° 50' 35" WEST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 29.66 ACRES, MORE OR LESS.

DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 8, A 2-1/2" BRASS DISK MARKED 8/9/17/16 T19N, R5E, 1962, SAID CORNER BEING SHOWN AS (ES) STA "R/Wa" 267+12.46, 500.39 FEET RIGHT, MAP OF DEFINITE LOCATION ON FILE IN THE OFFICE OF THE COUNTY ENGINEER TITLED CRP 5841, FALLING WATER BOULEVARD EAST, TEHALEH BOULEVARD EAST TO 126TH STREET EAST, RIGHT OF WAY PLANS CRP 5841, APPROVED FEBRUARY 1, 2024, SUPERSEDED MARCH 11, 2024, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17 BEARS SOUTH 02° 00' 17" WEST A DISTANCE OF 2,672.08 FEET;

THENCE NORTH 71° 15' 51" WEST A DISTANCE OF 611.77 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL B, PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILING NUMBER 202005145001, RECORDS OF PIERCE COUNTY, WASHINGTON, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF FALLING WATER BOULEVARD EAST, SAID POINT BEING SHOWN AS (ES) STA "R/Wa" 263+00.46, 48.16 FEET RIGHT, AND THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, ALONG SAID SOUTHERLY LINE OF PARCEL B, NORTH 87° 00' 25" WEST FOR A DISTANCE OF 173.87 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FALLING WATER BOULEVARD EAST, SAID POINT BEING SHOWN AS (ES) STA "R/Wa" 261+57.49, 50.00 FEET LEFT, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,350.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 34° 26' 05" EAST, THROUGH A CENTRAL ANGLE OF 05° 30' 20" FOR AN ARC DISTANCE OF 129.72 FEET, TO A POINT BEING SHOWN AS (ES) STA "R/Wa" 262+82.41, 50.00 FEET LEFT;

THENCE NORTH 61° 04' 15" EAST FOR A DISTANCE OF 2.32 FEET TO THE NORTHERLY LINE OF SAID PARCEL B, TO A POINT BEING SHOWN AS (ES) STA "R/Wa" 262+84.73, 50.00 FEET LEFT;

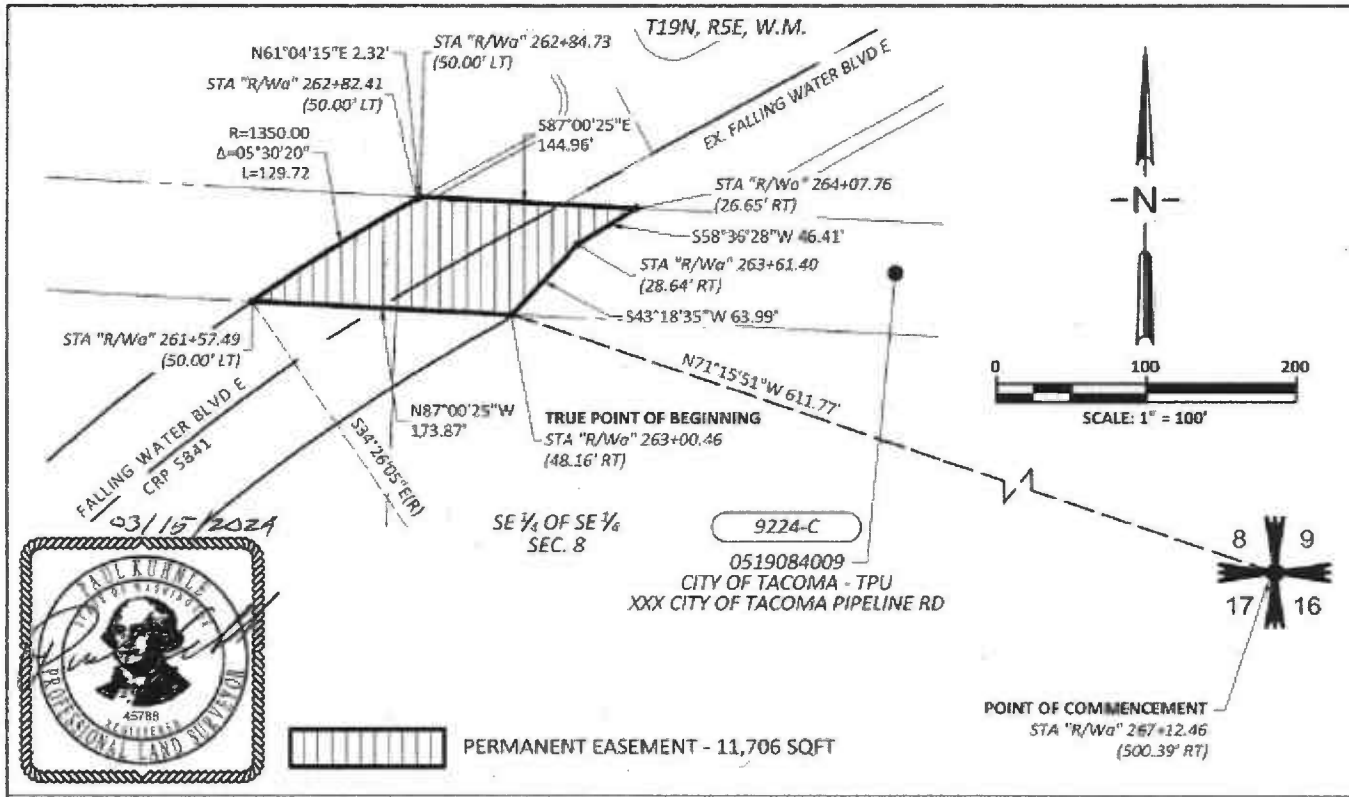
THENCE SOUTH 87° 00' 25" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 144.96 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FALLING WATER BOULEVARD EAST, CRP 5841, TO A POINT BEING SHOWN AS (ES) STA "R/Wa" 264+07.76, 26.65 FEET RIGHT;

THENCE SOUTH 58° 36' 28" WEST, ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 46.41 FEET, TO A POINT BEING SHOWN AS (ES) STA "R/Wa" 263+61.40, 28.64 FEET RIGHT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 43° 18' 35" WEST FOR A DISTANCE OF 63.99 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 11,706 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.





MacKay Sposito

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 FEDERAL WAY, WA 98003  
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 www.mackaysposito.com

**EXHIBIT B**  
**PERMANENT EASEMENT**

PROJECT NO: 18303  
 DRAWN BY: LKO  
 CHECKED BY: PAK  
 DATE: 3/15/2024  
 SHEET NO. 1 OF 1