

When Recorded Return To:

METROPOLITAN PARK DISTRICT  
Public Works Department  
Real Property Services  
747 Market Street, Room 737  
Tacoma WA 98402-3701

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<b>Document Title:</b>	<b>EASEMENT</b>
<b>Grantor:</b>	<b>CITY OF TACOMA</b>
<b>Parks:</b>	<b>METROPOLITAN PARK DISTRICT OF TACOMA</b>
<b>Legal Description:</b>	<b>NORTHWEST 1/4 OF SECTION 04, TOWNSHIP 20 NORTH, RANGE 03 EAST, W. M.</b>
<b>Additional Legal Description:</b>	<b>PAGES 6, 7 &amp; 9</b>
<b>Assessor's Tax Parcel Number:</b>	<b>895000-1973 &amp; 895000-1974</b>

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**CITY OF TACOMA EASEMENT NO. 4526**

THE GRANTOR, **CITY OF TACOMA**, as the owner of the property hereinafter described, for and in consideration of mutual benefits, does hereby grant unto the GRANTEE, **METROPOLITAN PARK DISTRICT OF TACOMA**, a municipal agency, ("Parks") a Park and Sewer easement ("Easement") to include the ability to install, construct, operate, inspect, maintain, remove, repair, and located in, upon, under, and along that portion of Grantor's real property in Pierce County, Washington, and as generally legally described in Exhibit "A" and more specifically described in Exhibit "A-1" and Exhibit "B-1", and depicted in Exhibits "A-2" and B-2".

1. Easement Area. The portion of Grantor's real property where an Easement is reserved for the purpose of installing, constructing, operating, inspecting, maintaining, removing, repairing, and replacing the Easement improvements shall be known as the "Easement Area".

2. Access. Grantee shall have the right to enter upon Grantor's real property, at reasonable times, to access the Easement Area with all necessary employees, including persons working on Grantee's behalf, with all material and necessary construction equipment for the purposes of installing, constructing, operating, inspecting, maintaining, removing, repairing, and replacing the Easement improvements. The term "reasonable times" as used herein, shall mean between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays. Unless waived by Grantor, the Grantee shall notify Grantor at least five (5) calendar days prior to entering Grantor's real property for the purpose of installing, constructing, operating, inspecting, maintaining, removing, repairing and replacing the Easement improvements. Such notice may be made orally or in writing, and shall describe the purpose of the access and its expected duration. The foregoing notwithstanding, in the event of an emergency involving Easement improvements, which affects or threatens to affect public health and welfare, Grantee may enter Grantor's real property at any hour without notice to inspect, repair, and/or replace the Easement improvements.

3. Improvements by Grantor. Grantor, and its heirs, successors or assigns shall not disturb the Easement improvements or place, plant or construct any permanent structures in, upon or under the Easement Area unless specifically approved in writing by the Grantee. Permanent structure shall mean any concrete foundation, concrete slab, wall, building, deck, overhanging structure, fill material, private utilities, or any other improvement that restricts or unreasonably interferes with Grantee's access to install, construct, operate, inspect, maintain, remove, repair, and replace the Easement improvements within the Easement Area.

4. Restoration by Grantee. In the event Grantee's activities under this Easement require the removal of, or cause damage to the Easement Area, or within other portions of Grantor's real property, then Grantee shall, at its own expense, restore to no worse condition than existed on the date Grantee entered upon Grantor's real property to commence the activities that resulted in such removal or damage. If the placement or

construction of permanent structures is approved by the Grantor, then responsibility for removal and replacement of such structures, including any damage thereto, shall be governed by the terms of such approval.

5. Indemnity. Grantee agrees to indemnify, defend and hold harmless the Grantor, its successors in interest (including lenders and future owners of all or a portion of the Property), its members, employees, and lessees (the "Indemnitee"), from and against any and all costs, claims, demands, causes of action, damages, liabilities, penalties, losses and expenses, and all related defense costs (collectively "Claims"), caused by or resulting from contamination within the Thea Foss Waterway which is attributable to or associated with the use or operation of the Property for Easement purposes; provided that, such duty to indemnify, defend and hold harmless does not apply to the extent such Claims arise from or are attributable to the acts or omissions of the indemnitee.

6. Binding on Successors. The terms and condition of this Easement shall constitute real covenants that run with the land and are binding upon the Grantor's heirs, successors and assigns. The Agreement shall be filed of record with the Pierce County Auditor's Office.

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

8. 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.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TACOMA**

\_\_\_\_\_  
**Victoria R. Woodards**  
**Mayor**

STATE OF WASHINGTON      )  
  ) ss  
COUNTY OF PIERCE      )

I certify that I know or have satisfactory evidence that **Victoria R. Woodards** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor of Tacoma** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
My Commission Expires \_\_\_\_\_

**METROPOLITAN PARK DISTRICT  
OF TACOMA**

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Shon Sylvia  
Metro Parks Executive Director

Approved as to Form:

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Deputy City Attorney

Legal Description Approved:

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Gary C. Allen, P. L. S.  
Chief Surveyor

## **EXHIBIT “A”**

### **City of Tacoma Property**

THE SOUTH HALF OF LOT 12, ALL OF LOTS 13 AND 14, AND THE NORTH HALF OF LOT 15, BLOCK 62, ACCORDING TO THE OFFICIAL MAP OF TACOMA TIDELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON SEPTEMBER 3, 1895.

ALL SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 04, TOWNSHIP 20 NORTH, RANGE 03 EAST OF THE W.M., WITHIN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

## EXHIBIT "A-1"

### EASEMENT LEGAL DESCRIPTION

#### PARK EASEMENT DESCRIPTION



THE SOUTH 20 FEET OF THE NORTH HALF OF LOT 12 IN BLOCK 62, ACCORDING TO THE OFFICIAL MAP OF THE TACOMA TIDE LANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, 3 SEPTEMBER 1895.

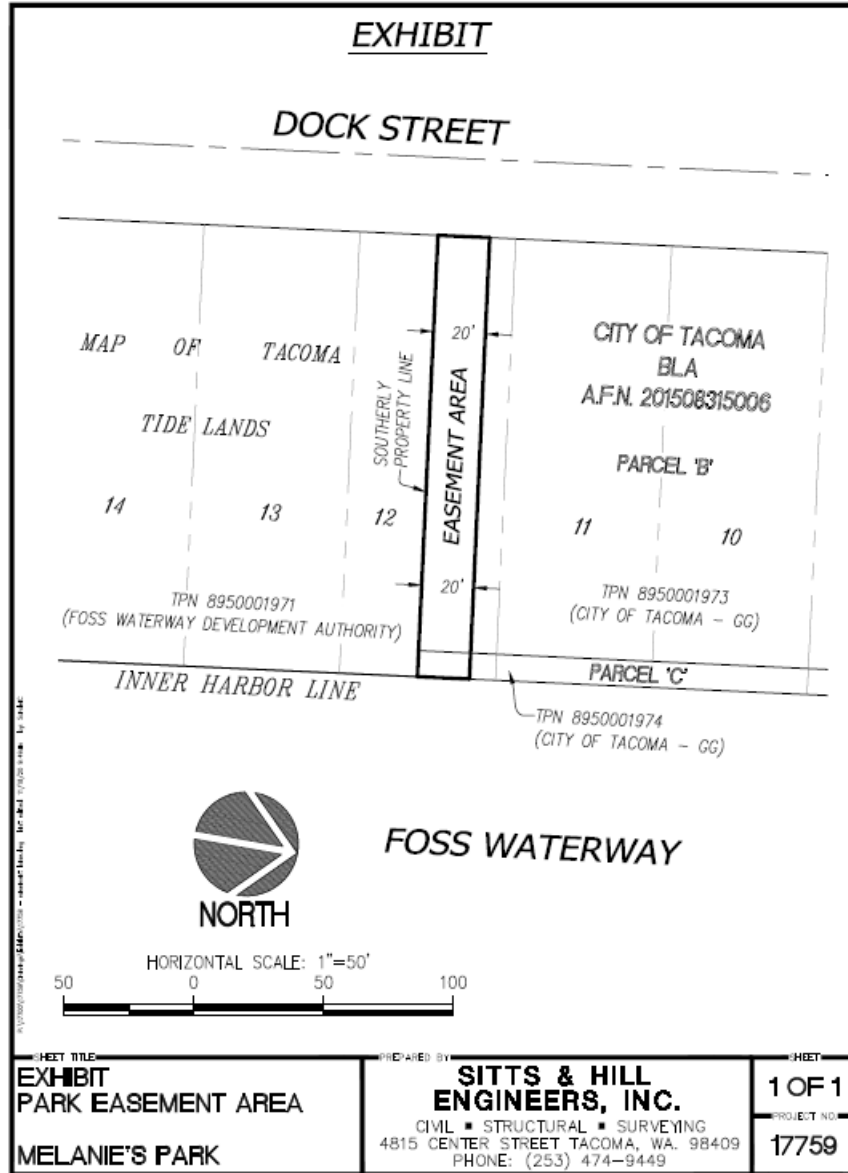


MICHAEL A. MCEVILLE, P.L.S.  
WASHINGTON STATE REGISTRATION NO. 44639

SITTS & HILL ENGINEERS, INC.  
4815 CENTER STREET  
TACOMA, WASHINGTON 98409  
TELEPHONE: (253) 474-9449

# EXHIBIT "A-2"

## EASEMENT AREA DEPICTION Park Easement





# EXHIBIT "B-1" EASEMENT LEGAL DESCRIPTION

## SEWER EASEMENT DESCRIPTION



THE SOUTH 13.08 FEET OF THE WEST 12.50 FEET OF LOT 11 AND THAT PORTION OF THE WEST 12.50 FEET OF LOT 12 LYING NORTH OF THE SOUTH 20 FEET OF THE NORTH HALF THEREOF, ALL IN BLOCK 62, ACCORDING TO THE OFFICIAL MAP OF THE TACOMA TIDE LANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, 3 SEPTEMBER 1895.



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# EXHIBIT "B-2"

## EASEMENT AREA DEPICTION Sewer Easement

