

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street, M/S O4N-4  
Seattle, WA 98104-2826

---

**TRACTION POWER SUB-STATION EASEMENT (PERMANENT)**

**Grantor(s):** City of Tacoma  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Lot(s): 5-8 Block: 1522 Plat of New Tacoma  
**Assessor's Tax Parcel No(s):** 2015220021  
**ROW No(s):** TLE226

---

**City of Tacoma**, a Municipal Corporation of the State of Washington ("Grantor"), is the owner of real property located in the City of Tacoma commonly known as 1512 ½ Martin Luther King Jr. Way, Tacoma, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Tacoma Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and/or assigns, a permanent Traction Power Sub-Station Easement ("Easement") within, over, across, through, and upon the portion of the Property, more particularly described in the attached **Exhibit "B2"** and depicted in the attached **Exhibit "C"**, ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees, may use the Easement Area for purposes of facilitating construction and operation of the Project including, but not limited to: installation, operation and maintenance of a TPSS facility, conduit and other appurtenances, fencing, and/or screening wall if required, and access; and restoration of landscaping, stormwater facilities and trail.

3. **Grantor's Use of Easement Area.** In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee may immediately remove such items at Grantor's expense. Grantor may use the property within the Easement Area, so long as the Grantor's use does not interfere with Grantee's use as granted herein.

4. **Representations and Indemnifications.** Grantee will exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and/or damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and/or damages are caused by an act or omission of Grantee, its agents, contractors and permittees, and any liability arising out of the presence of their improvements. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and/or damages arise from the negligence of Grantor, or Grantor's employees, agents and/or contractors.

5. **Binding Effect.** This Easement is appurtenant to and runs with the land and inures to the benefit of Grantee, its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

6. **Insurance.** During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

7. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

8. **Condemnation.** This Easement is granted under the threat of condemnation.

9. **Recording.** Grantee will record this Easement in the real property records of Pierce County, Washington.

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Grantor: **City of Tacoma, a Municipal Corporation of the State of Washington**

**CITY OF TACOMA**

**ATTEST:**

\_\_\_\_\_  
Victoria R. Woodards, Mayor

\_\_\_\_\_  
Doris Sorum, City Clerk

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF PIERCE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **VICTORIA R. WOODARDS**, to me known to be the **MAYOR** of the municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that seal affixed is the corporate seal of said corporation.

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

---

Elizabeth A. Pauli  
City Manager

---

Kurtis D. Kingsolver, P.E.  
Public Works Director/City Engineer

---

Andrew Cherullo  
Finance Director

---

Saada Gegoux  
Risk Manager

Approved as to Form:

---

Deputy City Attorney

Legal Description Approved:

---

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

ROW #: TLE226

Tacoma Link Traction Power Sub-Station Easement  
Form approved by Legal 09/30/15  
Last saved by Laura Floyd on 10/30/17

EXHIBIT "A"

R/W NO.TLE-226

ASSESSOR'S NO. 2015220021

CITY OF TACOMA, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

**Grantor's Entire Parcel:**

LOT(S) 5, 6, 7 AND 8, BLOCK 1522, MAP OF NEW TACOMA, W.T., ACCORDING TO THE PLAT FILED FOR RECORD FEBRUARY 3, 1875, IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE EASTERLY 10 FEET OF ALLEY ABUTTING THEREON VACATED IN ORDINANCE NO. 1902, CITY OF TACOMA, RECORDED UNDER RECORDING NO. 9610090528.

EXHIBIT "B2"

R/W NO.TLE-226

ASSESSOR'S NO. 2015220021

CITY OF TACOMA, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

**PERMANENT EASEMENT**

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

LOTS 5, 6, 7 AND 8, BLOCK 1522, MAP OF NEW TACOMA, W.T., ACCORDING TO THE PLAT FILED FOR RECORD FEBRUARY 3, 1875, IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE EASTERLY 10 FEET OF ALLEY ABUTTING THEREON, VACATED IN ORDINANCE NO. 1902, CITY OF TACOMA, RECORDED UNDER RECORDING NO. 9610090528, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL;

THENCE S 07°23'00"E ALONG THE EAST LINE THEREOF 11.02 FEET;

THENCE S 82°39'21"W 90.40 FEET;

THENCE S 07°20'41"E 27.00 FEET;

THENCE S 80°30'18"W 25.48 FEET;

THENCE S 07°24'12"E 28.54 FEET;

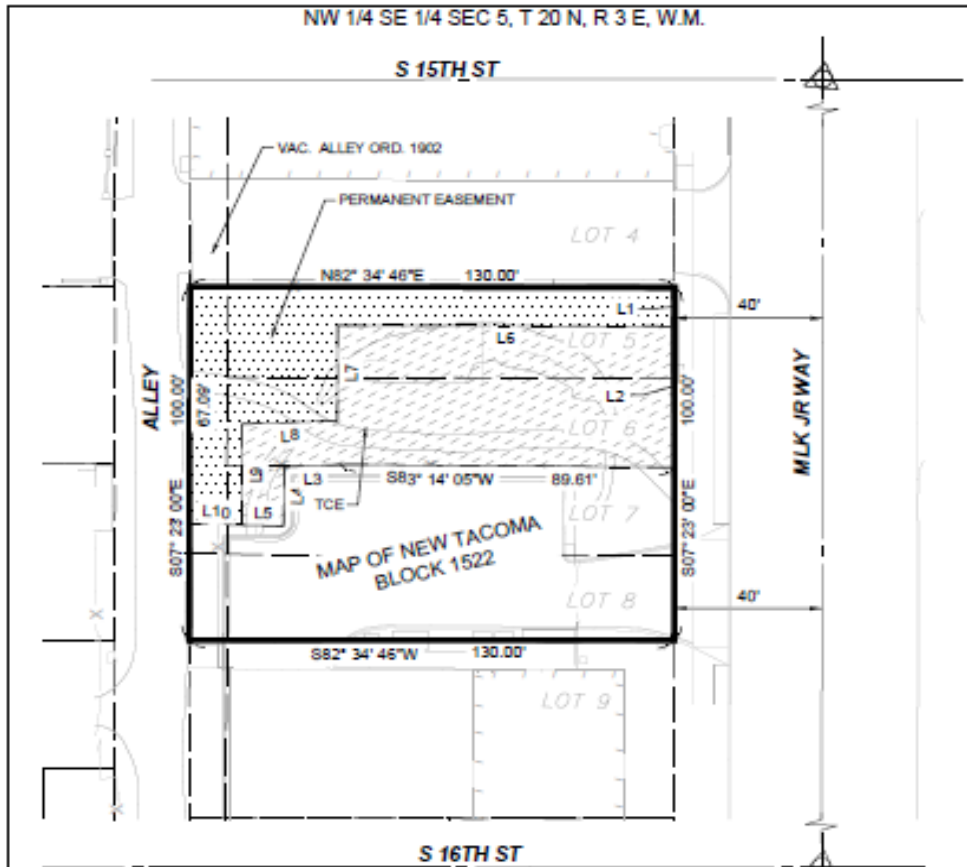
THENCE S 83°41'14"W 14.13 FEET MORE OR LESS TO THE WEST LINE OF SAID PARCEL;

THENCE N 07°23'00"W ALONG SAID WEST LINE 67.09 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE N 82°34'46"E ALONG THE NORTH LINE THEREOF 130.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 2,918 SQ. FT. MORE OR LESS.

NW 1/4 SE 1/4 SEC 5, T 20 N, R 3 E, W.M.



TCE Line Table		
Line #	Direction	Length
L1	S07° 23' 00"E	11.02'
L2	S07° 23' 00"E	40.19'
L3	S79° 33' 22"W	15.03'
L4	S06° 29' 25"E	15.60'
L5	S83° 41' 14"W	11.00'

PERM Line Table		
Line #	Direction	Length
L1	S07° 23' 00"E	11.02'
L6	S82° 39' 21"W	90.40'
L7	S07° 20' 41"E	27.00'
L8	S80° 30' 18"W	25.48'
L9	S07° 24' 12"E	28.54'
L10	S83° 41' 14"W	14.13'

**LEGEND**

- EASEMENT LIMIT LINE
- STREET RIGHT-OF-WAY LINE
- STREET CENTER LINE
- PLATTED LOT LINE
- PROPERTY LINE
- PARENT PARCEL
- FEE TAKE LINE
- EASEMENT LINE PERMANENT
- EASEMENT LINE TCE
- MONUMENT



PROJECT DATUM PER SOUND TRANSIT TACOMA LINK SURVEY CONTROL



\* PARCEL AREA IS FROM PIERCE COUNTY ASSESSOR RECORDS AND SUPPLEMENTAL FIELD LOCATIONS

**Trans NORTH**  
LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA:	13,000 SF *	REMAINDER AREA:	5,991 SF *
TCE AREA:	4,091 SF		
PERMANENT ESMT AREA:	2,918 SF		
<b>EXHIBIT "C"</b>			
<b>PARCEL MAP R/W NO. TLE-226</b>			
ASSESSOR NO.:	2015220021	DATE:	03/15/2018
OWNER:	CITY OF TACOMA		
BLOCK NO.:	1522	LOT NO.:	5 THRU 8
CITY OF TACOMA		PIERCE COUNTY, WA	