

**AGREEMENT FOR RELEASE OF EASEMENTS
AND SALE OF TRackage**

This AGREEMENT FOR RELEASE OF EASEMENTS AND SALE OF TRackage ("Agreement") is entered into as of the Execution Date (defined below), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UPRR"), and **CITY OF TACOMA**, a municipal corporation of the State of Washington ("City").

RECITALS:

A. By that certain Instrument from Oregon-Washington Railroad & Navigation Company, an Oregon corporation ("OWR&NC"), to Union Pacific Railroad Company, a Utah corporation ("UP-Utah"), dated October 1, 1951, and recorded on January 21, 1952, as Instrument No. 1615444 ("Instrument No. 1") of the real estate records of Pierce County, Washington ("Pierce County Records"), OWR&NC reserved unto itself, its successors and assigns, (i) all railroad facilities and appurtenances thereof (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) now located upon certain real property located in Pierce County, State of Washington, legally described in Instrument No. 1 ("Instrument No. 1 Property"), and (ii) the perpetual right and easement to use and occupy all or any part or parts of the Instrument No. 1 Property for railroad purposes and purposes incidental thereto, including the construction, maintenance, repair, renewal, replacement, change, alteration, use and operation of railroad facilities and appurtenances thereto (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) as now or hereafter located thereon, and additions thereto and improvements thereof (collectively, "Easement No. 1").

B. By that certain Instrument from UP-Utah to the City dated October 1, 1951, and recorded on January 21, 1952 as Instrument No. 1615445 of the Pierce County Records ("Instrument No. 2"), UP-Utah reserved unto itself, its successors and assigns, (i) all railroad facilities and appurtenances thereof (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) now located upon that certain real property located in Pierce County, State of Washington, legally described in Instrument No. 2 ("Instrument No. 2 Property"), and (ii) the perpetual right and easement to use and occupy all or any part or parts of the Instrument No. 2 Property for railroad purposes and purposes incidental thereto, including the construction, maintenance, repair, renewal, replacement, change, alteration, use and operation of railroad facilities and appurtenances thereto (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) as now or hereafter located thereon, and additions thereto and improvements thereof (collectively, "Easement No. 2").

C. By that certain Instrument from UP-Utah to Union Pacific Land Resources Corporation, a Utah corporation ("UPLRC"), dated April 1, 1971, and recorded on February 3, 1977, as Instrument No. 2715733 of the Pierce County Records ("Instrument No. 3"), UP-Utah conveyed and quitclaimed to UPLRC all of UP-Utah's interest in and to that certain real property located in Pierce County, State of Washington, legally described in

Instrument No. 3 ("Instrument No. 3 Property"), subject to the (i) exception and reservation set forth in Instrument No. 1 for railroad trackage and appurtenances located on the Instrument No. 3 Property, and (ii) reservation unto OWR&NC of a perpetual easement for the maintenance, operation, repair, renewal and reconstruction of said railroad trackage and appurtenances located on Parcels 2 and 3 of the Instrument No. 3 Property (collectively, "Easement No. 3").

D. By that certain Easement from UPLRC to OWR&NC dated March 1, 1975, and recorded on December 5, 1975 as Instrument No. 2638425 of the Pierce County Records ("Instrument No. 4"), UPLRC conveyed to OWR&NC an easement for railroad purposes ("Easement No. 4"), forty feet (40') in width, twenty feet (20') on each side of the center line of certain real property located in Pierce County, State of Washington, legally described in Instrument No. 4 ("Instrument No. 4 Property").

E. By that certain Quitclaim Deed from UPLRC to the City dated November 26, 1975, and recorded on December 24, 1975 as Instrument No. 2641179 of the Pierce County Records ("Instrument No. 5"), UPLRC conveyed and quitclaimed to the City all of UPLRC's right, title and interest in and to certain real property located in Pierce County, State of Washington, legally described in Instrument No. 5 ("Instrument No. 5 Property"), subject to a perpetual easement for railroad purposes, forty feet (40') in width, over and across portions of Parcel A and Parcel B as legally described in Instrument No. 4 and Instrument No. 5, respectively (collectively, "Easement No. 5").

F. By that certain Quitclaim Deed from UP-Utah to the City dated April 21, 1976, and recorded on June 1, 1976 as Instrument No. 2668195 of the Pierce County Records ("Instrument No. 6"), UP-Utah conveyed and quitclaimed to the City all of UP-Utah's right, title and interest in and to certain real property located in Pierce County, State of Washington, legally described in Instrument No. 6 ("Instrument No. 6 Property"), subject to the (i) exception and reservation set forth in Instrument No. 1 for railroad trackage and appurtenances located on the Instrument No. 6 Property, and (ii) reservation unto OWR&NC of a perpetual easement for the maintenance, operation, repair, renewal and reconstruction of said railroad trackage and appurtenances located over and across a certain portion of the Instrument No. 6 Property (collectively, "Easement No. 6").

G. OWR&NC merged with and into Oregon Short Line Railroad Company, a Utah corporation, which merged with and into UP-Utah, which merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

H. Instrument No. 1, Instrument No. 2, Instrument No. 3, Instrument No. 4, Instrument No. 5, and Instrument No. 6 will hereinafter be collectively referred to as the "Recorded Instruments".

I. Easement No. 1, Easement No. 2, Easement No. 3, Easement No. 4, Easement No. 5, and Easement No. 6 will hereinafter be collectively referred to as the "Railroad Easements".

J. The Instrument No. 1 Property, the Instrument No. 2 Property, the Instrument No. 3 Property, the Instrument No. 4 Property, the Instrument No. 5 Property, and the Instrument No. 6 Property will hereinafter be collectively referred to as the "Release of Easement Area", which is generally shown in red crosshatching on the print dated June 18, 2019, attached hereto as **Exhibit A** and made a part hereof.

K. The Railroad Easements described in the Recorded Instruments encumber real property now owned by the City, which includes the Release of Easement Area.

L. The City has requested that UPRR release and quitclaim to the City the Railroad Easements across, on, over and upon the Release of Easement Area.

M. UPRR has agreed to release and quitclaim the Railroad Easements across, on, over and upon the Release of Easement Area to the City.

N. UPRR agrees to include in the transaction contemplated by this Agreement, the sale of all railroad trackage, including any and all ties, ballast, and any other personal property and appurtenances related thereto (collectively, "Trackage"), that is located on the Release of Easement Area.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants herein made, the parties agree as follows:

1. Survey. Within thirty (30) days after the Execution Date, the City, at its sole cost and expense, shall obtain a survey ("Survey") of the Release of Easement Area, prepared and certified by a public surveyor registered in the State of Washington, and furnish the Survey to UPRR. The Survey, as approved by the City and UPRR, shall be used by UPRR as the basis for preparation of the legal description of the Release of Easement Area.

2. Transaction Fee. The City hereby agrees to pay UPRR the sum of *ONE MILLION ONE HUNDRED TWENTY-SIX THOUSAND FORTY-ONE AND 68/100TH DOLLARS (\$1,126,041.68)* ("Transaction Fee") for the (i) release and quitclaim of the Railroad Easements to the City, and (ii) sale of the Trackage to the City, calculated as follows:

<i>For Release and</i>	<i>90,429.89 square feet x</i>		<i>=</i>
<i>Quitclaim of Easements:</i>	<i>\$12.00/square foot</i>		<i>\$1,085,158.68</i>
<i>For sale of the Trackage:</i>			<i>= \$40,883.00</i>
<i>Total:</i>			<i>\$1,126,041.68</i>

3. Alternate UPRR Access to Adjacent Property. The City hereby agrees to cooperate with UPRR to provide alternate access to the property north of Lincoln Avenue in the event it is developed by a rail served customer. The referenced property is currently owned by the State of Washington, and identified as Pierce County Assessor's Parcel Numbers 032003-204-3, 895000-035-2, and 895000-039-0. Any future crossings over City rights of way for this

purpose will be subject to Federal, State and City permitting requirements then in effect, and will be documented under a separate agreement between UPRR and the City. Such access is contemplated and agreed by the parties to include a crossing over Portland Avenue, and may be a crossing over other City rights of way depending on future UPRR or rail served customer access requirements.

4. Forms of Closing Documents. UPRR hereby agrees to deliver to the City an executed and notarized original counterpart of the Release and Quitclaim of Easements ("Release and Quitclaim Instrument") in the form attached hereto as **Exhibit B** and made a part hereof. The City shall execute and notarize the Release and Quitclaim Instrument, then record the fully executed and notarized Release and Quitclaim Instrument in the Pierce County Records. Additionally, at Closing (as defined in Section 6.3 below), UPRR and the City agree to execute a Quitclaim Bill of Sale ("Quitclaim Bill of Sale") in the form attached hereto as **Exhibit C** and made a part hereof, for UPRR's transfer to the City of all of UPRR's right, title and interest in and to the Trackage.

5. Conditions to Closing.

5.1 Feasibility Contingency. The City's obligations under this Agreement are conditioned upon City's satisfaction concerning all aspects of the Release of Easement Area, including its physical condition, hazardous substances, financial performance of the Release of Easement Area, the availability of government permits and approvals and feasibility of the Release of Easement Area for City's intended purposes for a period of sixty (60) days from Execution Date of this Agreement. City shall issue a notice indicating the feasibility period has been satisfied and proceed to Closing.

5.2 City Council Approval. This Agreement, and the transaction contemplated hereby, must be duly approved by the Tacoma City Council prior to Closing. If Tacoma City Council approval is not obtained, this Agreement will terminate, and all documents and other funds will be returned to the City, and neither party will have any further rights, obligations, or remedies under this Agreement, except as otherwise provided herein. Nothing in this Paragraph 5.2 will obligate the City to obtain City Council approval beyond the ordinary course of City procedure.

6. Closing.

6.1 Closing Agent. Puget Sound Title Company has been designated as the Closing Agent. Within five (5) business days of the Execution Date, the Closing Agent shall sign a counterpart of this Agreement to signify its consent to the closing provisions of this Agreement, and escrow shall be opened at Closing Agent's office located at 5350 Orchard Street W., Suite 100, University Place, Washington 98467.

6.2 Deposit with Closing Agent and Escrow Instructions. Following the Execution Date of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Closing Agent.

6.3 Closing. The closing hereunder shall occur at the offices of the Closing Agent on or before one hundred twenty (120) calendar days from the Execution Date of this Agreement ("Closing"). Closing will be initiated by City, when City notifies UPRR of City's "Intent to Close" by providing City with written notification of its Intent to Close. Closing will occur on the date upon which the Closing Agent has been delivered the following from the City and UPRR.

6.4 Delivery by UPRR. Upon UPRR's receipt of City's written notice of Intent to Close, UPRR will deposit the following with the Closing Agent:

- 6.4.1 The Release and Quitclaim Instrument, duly executed and acknowledged by UPRR, in recordable form, and ready for recordation at Closing, together with a duly executed real estate excise tax affidavit, if applicable;
- 6.4.2 An executed counterpart of the Quitclaim Bill of Sale;
- 6.4.3 Such resolutions, authorizations, certificates, or other corporate documents as shall be reasonably required by the Closing Agent in connection with this transaction; and
- 6.4.4 Any other documents, instruments, data, records, correspondence, or agreements called for hereunder which have not previously been delivered.

6.5 Delivery by City. Within five (5) business days from UPRR's receipt of City's written notice of Intent to Close, City will deposit the following with the Escrow Agent:

- 6.5.1 The Release and Quitclaim Instrument, duly executed and acknowledged by the City, in recordable form, and ready for recordation at Closing;
- 6.5.2 An executed counterpart of the Quitclaim Bill of Sale;
- 6.5.3 City shall deposit with the Closing Agent the Purchase Price and any Closing Costs which are the responsibility of City hereunder; and
- 6.5.4 Any other documents, instruments, data, records, correspondence, or agreements called for hereunder which have not previously been delivered.

6.6 Other Instruments. UPRR and City shall each deposit such other instruments as are reasonably required by the Closing Agent or otherwise required to close the escrow and consummate the transaction described herein in accordance with the terms hereof.

7. Closing Costs. At Closing, the City shall pay the following costs, if applicable:

- 7.1 All of the escrow fee;
- 7.2 The cost of recording the Release and Quitclaim Instrument;
- 7.3 All costs related to obtaining a title commitment and the premium for the issuance of the owner's policy of title insurance;
- 7.4 The Washington State real estate excise tax, if any; and
- 7.5 The cost of the required state revenue stamps, if any.

8. City's Post-Closing Obligations.

8.1 Installation of Earthen Bumper. In conjunction with the City's removal of the Trackage from the Release of Easement Area, the City agrees to (i) remove all Trackage (parallel rails) from the Release of Easement Area back to the nearest joint on UPRR's adjacent right-of-way, (ii) properly dispose of said Trackage, and (iii) construct, at the City's sole cost and expense, an earthen bumper ("Earthen Bumper") in a location on UPRR's adjacent railroad right-of-way abutting the Southerly boundary of the Release of Easement Area. The Earthen Bumper shall be constructed to the specifications set forth on **Exhibit D**, attached hereto and made a part hereof ("Earthen Bumper Specifications"). To the extent the City requires access to UPRR's adjacent railroad right-of-way to construct the Earthen Bumper, the City acknowledges that it is strictly prohibited from commencing any work associated with the Earthen Bumper on UPRR's adjacent railroad right-of-way without UPRR's prior written approval. Upon the City's receipt of UPRR's approval, the City shall contact UPRR's authorized field representative (listed directly below) at least ten (10) days before commencement of any work associated with the Earthen Bumper on UPRR's adjacent railroad right-of-way:

UPRR's authorized field representative:

Kevin Fernalld
Senior Manager Track Maintenance
 503-249-2323

The City agrees to furnish all labor, materials, tools, equipment, machinery, services, supplies, transportation, facilities and other items necessary to manage, construct and complete the Earthen Bumper in accordance with such Earthen Bumper Specifications. "Final Completion" of the Earthen Bumper shall be deemed to have occurred when: (a) the work has been fully completed to UPRR's satisfaction in accordance with the Earthen Bumper Specifications; (b) the City submits to UPRR and UPRR approves (1) final waivers and releases of liens and claims from any contractor, subcontractor, materialmen and suppliers, and (2) the City's affidavit that all indebtedness connected with the work for which the City may be responsible has been paid or otherwise satisfied; and (c) all claims of lien and stop notices that may have been recorded or notice thereof served on UPRR in connection with construction of the Earthen

Bumper have been paid in full and released. If the City fails to achieve Final Completion on or before three hundred sixty-five (365) calendar days after Closing, then, in addition to UPRR's other remedies at equity or in law, UPRR may elect to take over the work and prosecute the same to Final Completion by contract or otherwise, in which event UPRR may take possession of and utilize in completing the Earthen Bumper such materials and equipment as may be on location and necessary to the Earthen Bumper, and in so completing construction of the Earthen Bumper, bill the City therefor.

8.2 Maintenance of Warning Devices and Crossing Surfaces. UPRR, as successor in interest through merger with OWR&NC, and the City are parties to that certain Agreement dated August 15, 1978, identified in UPRR's records as Contract Audit No. 128020, including any amendments or supplements thereto ("1978 Agreement"), covering the City's construction of the City's public highway (including that portion of the public highway approaching, upon, over and across, and at common grade with UPRR's right of way and tracks) known as Treatment Plant Access Road between River Street and Cleveland Way in the City of Tacoma, Washington (collectively, "Highway"), as more particularly described in the 1978 Agreement. UPRR and the City agree that the 1978 Agreement will terminate at Closing; PROVIDED, however, that, upon Closing, and to the extent still applicable, the City hereby agrees to assume, at its sole cost and expense, any and all obligations of UPRR set forth in the 1978 Agreement with respect to any existing railroad crossing that is approaching, upon, over and across, and at common grade with the Highway, including, but not limited to any and all obligations to (i) install and maintain reflectorized crossbuck signs at the Highway crossing, and (ii) maintain the crossing surface between any rail, both as more particularly described in the 1978 Agreement.

9. As Is Condition. The City specifically acknowledges and agrees that the Railroad Easements are being accepted in an "AS IS" condition and "WITH ALL FAULTS" as of the Execution Date of this Agreement. The City expressly acknowledges and agrees that UPRR makes no warranty as to the physical condition, tenantability, merchantability or fitness for a particular purpose of the Railroad Easements, or representations or warranties with respect to the use, condition, title, occupation or management of the Railroad Easements, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Railroad Easements"). The City shall rely exclusively on its own independent investigation and evaluation of every aspect of the Railroad Easements.

10. Release. THE CITY HEREBY AGREES TO RELEASE AND INDEMNIFY UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE RAILROAD EASEMENTS AND THE RELEASE OF EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE RELEASE OF EASEMENT AREA OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO.

11. Indemnity. FROM AND AFTER CLOSING, THE CITY SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH TITLE TO THE RELEASE OF EASEMENT AREA, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE RELEASE OF EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE RELEASE OF EASEMENT AREA BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

THE CITY'S RELEASE AND INDEMNIFICATION SET FORTH IN SECTIONS 10 AND 11 OF THIS AGREEMENT WITH RESPECT TO CONTAMINATION "ADJACENT TO" THE RELEASE OF EASEMENT AREA RELATES ONLY TO CONTAMINATION MIGRATING FROM THE RELEASE OF EASEMENT AREA AND/OR ARISING OUT OF THE CITY'S PAST ACTIVITIES ON THE RELEASE OF EASEMENT AREA, ITS NEGLIGENT ACTS OR OMISSIONS, OR INTENTIONAL MISCONDUCT.

12. General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Release of Easement Area, from and after Closing, the City, at no cost to UPRR, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Release of Easement Area suitable for the City's use of the Release of Easement Area.

13. Survival of Terms. The terms and conditions of this Agreement shall survive the delivery of and recordation of the Release and Quitclaim Instrument, and shall bind and inure to the benefit of the parties hereto, their successors and assigns.

14. Agreement Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this
____ day of _____, 202_ ("Execution Date").

UPRR:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: Chris Doble
Printed Name: CHRIS D. GOBLE
Title: Assistant Vice President - Real Estate

City:

**CITY OF TACOMA,
a municipal corporation of the State of Washington**

By: _____
Printed Name: Victoria R. Woodards
Title: Mayor

ATTEST:

Doris Sorum, City Clerk

Elizabeth A. Pauli
City Manager

Michael P. Slevin III, P.E.
Environmental Services Director

Andrew Cherullo
Finance Director

Saada Gegoux
Risk Manager

Approved as to Form:

Deputy City Attorney

Legal Description Approved:


Gary Glidden P.E., P.L.S.
Chief Surveyor / Environmental Services

EXHIBIT A

**PRINT DATED JUNE 18, 2019
(TO BE ATTACHED)**



LEGEND:

- RELEASE OF EASEMENT AREA 
- UPRRCO. R/W OUTLINED - - - - -
- RELEASE OF EASEMENT AREA = 2.1 ACRES +/-

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

TACOMA, PIERCE COUNTY, WASHINGTON
M.P. 146 - SEATTLE SUB.

MAP DWRN V-2 / 2
SCALE: 1" = 300'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 6-18-2019

PJB FILE: 0314561

CADD FILENAME	0314561
SCAN FILENAME	WAV2002-314561.TIF

EXHIBIT B**FORM OF RELEASE AND QUITCLAIM INSTRUMENT****RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Tacoma
747 Market Street, Room 737
Tacoma, Washington 98402

(Space Above for Recorder's Use Only)

3145-61

RELEASE AND QUITCLAIM OF EASEMENTS

This RELEASE AND QUITCLAIM OF EASEMENTS is made this _____ day of _____, 202_, by **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), to **CITY OF TACOMA**, a municipal corporation of the State of Washington ("Grantee").

RECITALS:

WHEREAS, by that certain Instrument from Oregon-Washington Railroad & Navigation Company, an Oregon corporation ("OWR&NC"), to Union Pacific Railroad Company, a Utah corporation ("UP-Utah"), dated October 1, 1951, and recorded on January 21, 1952, as Instrument No. 1615444 ("Instrument No. 1") of the real estate records of Pierce County, Washington ("Pierce County Records"), OWR&NC reserved unto itself, its successors and assigns, (i) all railroad facilities and appurtenances thereof (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) now located upon certain real property located in Pierce County, State of Washington, legally described in Instrument No. 1 ("Instrument No. 1 Property"), and (ii) the perpetual right and easement to use and occupy all or any part or parts of the Instrument No. 1 Property for railroad purposes and purposes incidental thereto, including the construction, maintenance, repair, renewal, replacement, change, alteration, use and operation of railroad facilities and appurtenances thereto (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) as now or hereafter located thereon, and additions thereto and improvements thereof (collectively, "Easement No. 1").

WHEREAS, by that certain Instrument from UP-Utah to Grantee dated October 1, 1951, and recorded on January 21, 1952 as Instrument No. 1615445 of the Pierce County Records ("Instrument No. 2"), UP-Utah reserved unto itself, its successors and assigns, (i) all railroad facilities and appurtenances thereof (including tracks, bridges, trestles, structures,

poles, wires and other facilities of whatsoever kind or nature) now located upon that certain real property located in Pierce County, State of Washington, legally described in Instrument No. 2 ("Instrument No. 2 Property"), and (ii) the perpetual right and easement to use and occupy all or any part or parts of the Instrument No. 2 Property for railroad purposes and purposes incidental thereto, including the construction, maintenance, repair, renewal, replacement, change, alteration, use and operation of railroad facilities and appurtenances thereto (including tracks, bridges, trestles, structures, poles, wires and other facilities of whatsoever kind or nature) as now or hereafter located thereon, and additions thereto and improvements thereof (collectively, "Easement No. 2").

WHEREAS, by that certain Instrument from UP-Utah to Union Pacific Land Resources Corporation, a Utah corporation ("UPLRC"), dated April 1, 1971, and recorded on February 3, 1977, as Instrument No. 2715733 of the Pierce County Records ("Instrument No. 3"), UP-Utah conveyed and quitclaimed to UPLRC all of UP-Utah's interest in and to that certain real property located in Pierce County, State of Washington, legally described in Instrument No. 3 ("Instrument No. 3 Property"), subject to the (i) exception and reservation set forth in Instrument No. 1 for railroad trackage and appurtenances located on the Instrument No. 3 Property, and (ii) reservation unto OWR&NC of a perpetual easement for the maintenance, operation, repair, renewal and reconstruction of said railroad trackage and appurtenances located on Parcels 2 and 3 of the Instrument No. 3 Property (collectively, "Easement No. 3").

WHEREAS, by that certain Easement from UPLRC to OWR&NC dated March 1, 1975, and recorded on December 5, 1975 as Instrument No. 2638425 of the Pierce County Records ("Instrument No. 4"), UPLRC conveyed to OWR&NC an easement for railroad purposes ("Easement No. 4"), forty feet (40') in width, twenty feet (20') on each side of the center line of certain real property located in Pierce County, State of Washington, legally described in Instrument No. 4 ("Instrument No. 4 Property").

WHEREAS, by that certain Quitclaim Deed from UPLRC to Grantee dated November 26, 1975, and recorded on December 24, 1975 as Instrument No. 2641179 of the Pierce County Records ("Instrument No. 5"), UPLRC conveyed and quitclaimed to Grantee all of UPLRC's right, title and interest in and to certain real property located in Pierce County, State of Washington, legally described in Instrument No. 5 ("Instrument No. 5 Property"), subject to a perpetual easement for railroad purposes, forty feet (40') in width, over and across portions of Parcel A and Parcel B as legally described in Instrument No. 4 and Instrument No. 5, respectively (collectively, "Easement No. 5").

WHEREAS, by that certain Quitclaim Deed from UP-Utah to Grantee dated April 21, 1976, and recorded on June 1, 1976 as Instrument No. 2668195 of the Pierce County Records ("Instrument No. 6"), UP-Utah conveyed and quitclaimed to Grantee all of UP-Utah's right, title and interest in and to certain real property located in Pierce County, State of Washington, legally described in Instrument No. 6 ("Instrument No. 6 Property"), subject to the (i) exception and reservation set forth in Instrument No. 1 for railroad trackage and appurtenances located on the Instrument No. 6 Property, and (ii) reservation unto OWR&NC of a perpetual easement for the maintenance, operation, repair, renewal and reconstruction of said

railroad trackage and appurtenances located over and across a certain portion of the Instrument No. 6 Property (collectively, "Easement No. 6").

WHEREAS, OWR&NC merged with and into Oregon Short Line Railroad Company, a Utah corporation, which merged with and into UP-Utah, which merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

WHEREAS, Instrument No. 1, Instrument No. 2, Instrument No. 3, Instrument No. 4, Instrument No. 5, and Instrument No. 6 will hereinafter be collectively referred to as the "Recorded Instruments".

WHEREAS, Easement No. 1, Easement No. 2, Easement No. 3, Easement No. 4, Easement No. 5, and Easement No. 6 will hereinafter be collectively referred to as the "Railroad Easements".

WHEREAS, the Instrument No. 1 Property, the Instrument No. 2 Property, the Instrument No. 3 Property, the Instrument No. 4 Property, the Instrument No. 5 Property, and the Instrument No. 6 Property will hereinafter be collectively referred to as the "Property", which is legally described in **Exhibit A**, attached hereto and made a part hereof.

WHEREAS, Grantee desires the cancellation and release of the Railroad Easements reserved for the benefit of OWR&NC in the Recorded Instruments upon, over and across the Property legally described in **Exhibit A**, and Grantor is willing that such Railroad Easements upon, over and across the Property legally described in **Exhibit A** be cancelled and released.

AGREEMENT:

NOW, THEREFORE, Grantor, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, does hereby REMISE, RELEASE AND QUITCLAIM to Grantee, its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, which it has by reason of the Railroad Easements in and to the Property legally described in **Exhibit A**, it being the intent hereof to release only the right of Grantor with respect to said Railroad Easements, and to leave in full force and effect all other provisions of said Recorded Instruments, and all other rights reserved therein.

The Railroad Easements upon, over and across the Property are released and quitclaimed to Grantee subject to the following:

(a) Grantee specifically acknowledges and agrees that the Railroad Easements are being accepted in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this instrument. Grantee expressly acknowledges and agrees that Grantor makes no warranty as to the

physical condition, tenantability, merchantability or fitness for a particular purpose of the Railroad Easements, or representations or warranties with respect to the use, condition, title, occupation or management of the Railroad Easements, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Railroad Easements"). Grantee shall rely exclusively on its own independent investigation and evaluation of every aspect of the Railroad Easements.

(b) GRANTEE HEREBY AGREES TO RELEASE AND INDEMNIFY GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE RAILROAD EASEMENTS AND THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO.

(c) FROM AND AFTER THE DATE OF THIS INSTRUMENT, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH TITLE TO THE PROPERTY, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

GRANTEE'S RELEASE AND INDEMNIFICATION SET FORTH HEREIN WITH RESPECT TO CONTAMINATION "ADJACENT TO" THE PROPERTY RELATES ONLY TO CONTAMINATION MIGRATING FROM THE PROPERTY AND/OR ARISING OUT OF GRANTEE'S PAST ACTIVITIES ON THE PROPERTY, ITS NEGLIGENT ACTS OR OMISSIONS, OR INTENTIONAL MISCONDUCT.

(d) With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after the date of this instrument, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation,

monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Release and
Quitclaim of Easements to be executed as of the date set forth above.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me this _____ day of
_____, 202_, by Chris D. Goble and _____,
Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD
COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

IN WITNESS WHEREOF, the parties hereto have caused this Release and
Quitclaim of Easements to be executed as of the date set forth above.

**CITY OF TACOMA,
a municipal corporation of the State of Washington**

By: _____
Printed Name: Victoria R. Woodards
Title: Mayor

ATTEST:

Doris Sorum, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that
_____, _____ of CITY OF TACOMA, is the person
who appeared before me, and said person acknowledged that he/she signed this instrument and
acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the
instrument.

Dated _____, 202_.

Notary Public

(Seal)

ADDITIONAL GRANTEE SIGNATURES:

Elizabeth A. Pauli
City Manager

Michael P. Slevin III, P.E.
Environmental Services Director

Andrew Cherullo
Finance Director

Saada Gegoux
Risk Manager

Approved as to Form:

Deputy City Attorney

Legal Description Approved:

Gary Glidden P.E., P.L.S.
Chief Surveyor / Environmental Services

EXHIBIT A
TO FORM OF RELEASE AND QUITCLAIM INSTRUMENT

**LEGAL DESCRIPTION OF PROPERTY
(TO BE ATTACHED)**

DATE: 3/12/2020 12:08 PM PATH: F:\NEW SERVICES\PROJECTS\CIP\CTP ELECTRICAL DISTRIBUTION SYSTEM\EASEMENT LEGAL 2016.06.11 FILE: ENV-04015-13-01 CIP - RAILROAD EASEMENT LEGAL LAYOUT: ESMPL-LEGAL

A PORTION OF SE 1/4 & SW 1/4, SEC. 03, TWP. 20N, RGE. 3E, W.M.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W.M. PORTION BEING A STRIP OF LAND 40 FEET IN WIDTH, THE CENTERLINE BEING THE CENTER OF RAILROAD TRACK, LYING IN BLOCKS 7146 AND 7246 AND VACATED EAST 22ND STREET AS VACATED UNDER ORDINANCE NO. 5662 OF THE MAP OF THE INDIAN ADDITION TO THE CITY OF TACOMA, PIERCE COUNTY WASHINGTON AS RECORDED IN VOLUME 7 OF PLATS AT PAGES 16 AND 17, RECORDS OF PIERCE COUNTY AUDITOR; THE PERIMETER OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT CITY OF TACOMA MONUMENT 830, SAID MONUMENT BEING SOUTH 67°32'50" EAST A DISTANCE OF 1567.78 FEET FROM CITY OF TACOMA MONUMENT 939;

THENCE SOUTH 56°23'33" EAST A DISTANCE OF 371.66 FEET, POINT BEING THE NORTHWESTERLY CORNER OF SAID STRIP OF LAND ON THE NORTHERLY RIGHT OF WAY OF LINCOLN AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 70°37'57" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 40.28 FEET, POINT BEING THE NORTHEASTERLY CORNER OF SAID STRIP OF LAND;

THENCE SOUTH 26°09'38" EAST A DISTANCE OF 798.11 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 63°50'22" EAST A DISTANCE OF 2844.93 FEET WITH A CENTRAL ANGLE OF 03°21'19";

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 166.61 FEET;

THENCE SOUTH 29°30'58" EAST A DISTANCE OF 95.92 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 60°29'02" EAST A DISTANCE OF 1126.28 WITH A CENTRAL ANGLE OF 04°28'45";

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 88.05 FEET;

THENCE SOUTH 33°59'43" EAST A DISTANCE OF 604.72 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS SOUTH 56°00'17" WEST A DISTANCE OF 1166.28 FEET WITH A CENTRAL ANGLE OF 17°32'01";

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 356.90;

THENCE SOUTH 16°27'42" EAST A DISTANCE OF 148.16, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 73°32'18" EAST A DISTANCE OF 339.26 FEET WITH A CENTRAL ANGLE OF 04°16'35";

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 25.32 FEET, SAID POINT BEING THE SOUTHEASTERLY CORNER OF SAID STRIP OF LAND AND 100.00 FEET NORTHEASTERLY MEASURED A RIGHT ANGLE FROM THE CENTERLINE OF THE MAIN LINE TRACK OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY AS NOW CONSTRUCTED AND OPERATED;

THENCE PARALLEL WITH AND 100.00 FEET NORTHEASTERLY FROM THE TANGENT PORTION OF SAID MAIN LINE TRACK NORTH 59°46'02" WEST A DISTANCE OF 59.70 TO THE SOUTHWESTERLY CORNER OF SAID STRIP OF LAND;

THENCE NORTH 16°27'42" WEST A DISTANCE OF 130.02 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 73°32'18" WEST A DISTANCE OF 1126.28 WITH A CENTRAL ANGLE OF 17°32'01";

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 344.66 FEET;

THENCE NORTH 33°59'43" WEST A DISTANCE OF 604.72 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS NORTH 56°00'17" EAST A DISTANCE OF 1166.28 FEET WITH A CENTRAL ANGLE OF 04°28'45";

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 91.18 FEET;

THENCE NORTH 29°30'58" WEST A DISTANCE OF 95.92 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS NORTH 60°29'02" EAST A DISTANCE OF 2884.93 FEET, WITH A CENTRAL ANGLE OF 03°21'19";

THENCE ALONG SAID CURVE A DISTANCE OF 168.95 FEET;

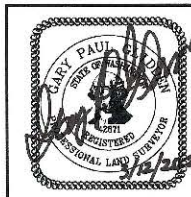
THENCE NORTH 26°09'38" WEST A DISTANCE OF 802.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 NORTH RANGE 3 EAST W.M. COUNTY OF PIERCE, STATE OF WASHINGTON

AREA OF EASEMENT:
 90,429.89 S.F.
 2.08 ACRES

BASIS OF BEARING:

CITY OF TACOMA GRID / MAD 83-91, WASHINGTON STATE PLANE COORDINATES SOUTH ZONE
 CITY OF TACOMA PUBLISHED COORDINATES:
 #939) SURFACE BRASS MONUMENT AT EAST 15TH AND ST PAUL;
 NORTHING 705296.49 EASTING 1162924.10
 #830) SURFACE BRASS MONUMENT PORTLAND AVENUE AND ST PAUL 100 FEET SOUTH OF ST PAUL
 NORTHING 704697.72 EASTING 1164373.03



**CITY OF TACOMA
 UPRR RAILROAD COMPANY
 RELEASE OF EASEMENT AREA
 LEGAL DESCRIPTION**

DRAWN: MEM	DATE: MARCH 12, 2020	JOB NO.: ENV-04015-13-01
CHKD. BY: GPG	SCALE: NO SCALE	SHEET: 2 OF 2

EXHIBIT C**FORM OF QUITCLAIM BILL OF SALE**

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller") for and in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby REMISE, RELEASE, and forever QUITCLAIM to **CITY OF TACOMA**, a municipal corporation of the State of Washington ("Buyer"), its successors and assigns, all of Seller's right, title and interest in and to the following described personal property ("Personal Property"):

All railroad trackage, including any and all ties, ballast, and any other personal property and appurtenances related thereto, located on that certain real property in Pierce County, State of Washington, legally described in **Exhibit A**, attached hereto and made a part hereof.

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE PERSONAL PROPERTY IS BEING QUITCLAIMED TO BUYER IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND ASSUMES ALL RISKS IN CONNECTION THEREWITH, ACKNOWLEDGING THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY AND KNOWS ITS CONDITION.

Seller does not convey or intend to convey by this Quitclaim Bill of Sale any right, title, estate or interest whatsoever in or to the Land on which the Personal Property is situated.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Seller and Buyer have each duly executed this
Quitclaim Bill of Sale as of the _____ day of _____, 202_.

Seller:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Printed Name: Chris D. Goble

Title: Assistant Vice President – Real Estate

Buyer:

**CITY OF TACOMA,
a municipal corporation of the State of Washington**

By: _____

Printed Name: Michael P. Slevin III

Title: P.E Environmental Services Director

EXHIBIT A
TO FORM OF QUITCLAIM BILL OF SALE

**LEGAL DESCRIPTION OF THE LAND
(TO BE ATTACHED)**

DATE: 3/12/2020 12:08 PM PATH: F:\NEW SERVICES\PROJECTS\CTP\CTP ELECTRICAL DISTRIBUTION SYSTEM\EASEMENT LEGAL 2016.06.11 FILE: ENV-04015-13-01 CTP - RAILROAD EASEMENT LEGAL LAYOUT: ESMPL-LEGAL

A PORTION OF SE 1/4 & SW 1/4, SEC. 03, TWP. 20N, RGE. 3E, W.M.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W.M. PORTION BEING A STRIP OF LAND 40 FEET IN WIDTH, THE CENTERLINE BEING THE CENTER OF RAILROAD TRACK, LYING IN BLOCKS 7146 AND 7246 AND VACATED EAST 22ND STREET AS VACATED UNDER ORDINANCE NO. 5662 OF THE MAP OF THE INDIAN ADDITION TO THE CITY OF TACOMA, PIERCE COUNTY WASHINGTON AS RECORDED IN VOLUME 7 OF PLATS AT PAGES 16 AND 17, RECORDS OF PIERCE COUNTY AUDITOR; THE PERIMETER OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT CITY OF TACOMA MONUMENT 830, SAID MONUMENT BEING SOUTH 67°32'50" EAST A DISTANCE OF 1567.78 FEET FROM CITY OF TACOMA MONUMENT 939;

THENCE SOUTH 56°23'33" EAST A DISTANCE OF 371.66 FEET, POINT BEING THE NORTHWESTERLY CORNER OF SAID STRIP OF LAND ON THE NORTHERLY RIGHT OF WAY OF LINCOLN AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 70°37'57" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 40.28 FEET, POINT BEING THE NORTHEASTERLY CORNER OF SAID STRIP OF LAND;

THENCE SOUTH 26°09'38" EAST A DISTANCE OF 798.11 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 63°50'22" EAST A DISTANCE OF 2844.93 FEET WITH A CENTRAL ANGLE OF 03°21'19";

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THENCE SOUTH 29°30'58" EAST A DISTANCE OF 95.92 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 60°29'02" EAST A DISTANCE OF 1126.28 WITH A CENTRAL ANGLE OF 04°28'45";

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THENCE ALONG SAID CURVE AN ARC DISTANCE OF 25.32 FEET, SAID POINT BEING THE SOUTHEASTERLY CORNER OF SAID STRIP OF LAND AND 100.00 FEET NORTHEASTERLY MEASURED A RIGHT ANGLE FROM THE CENTERLINE OF THE MAIN LINE TRACK OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY AS NOW CONSTRUCTED AND OPERATED;

THENCE PARALLEL WITH AND 100.00 FEET NORTHEASTERLY FROM THE TANGENT PORTION OF SAID MAIN LINE TRACK NORTH 59°46'02" WEST A DISTANCE OF 59.70 TO THE SOUTHWESTERLY CORNER OF SAID STRIP OF LAND;

THENCE NORTH 16°27'42" WEST A DISTANCE OF 130.02 FEET, POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 73°32'18" WEST A DISTANCE OF 1126.28 WITH A CENTRAL ANGLE OF 17°32'01";

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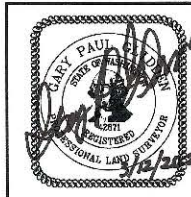
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SITUATE IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 20 NORTH RANGE 3 EAST W.M. COUNTY OF PIERCE, STATE OF WASHINGTON

AREA OF EASEMENT:
 90,429.89 S.F.
 2.08 ACRES

BASIS OF BEARING:

CITY OF TACOMA GRID / MAD 83-91, WASHINGTON STATE PLANE COORDINATES SOUTH ZONE
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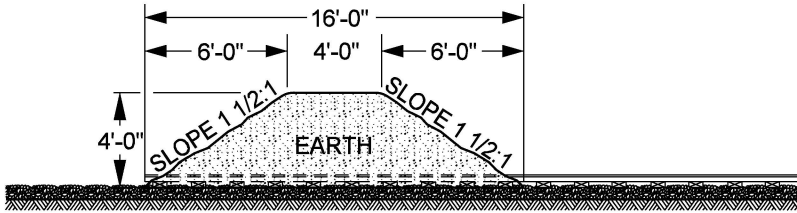
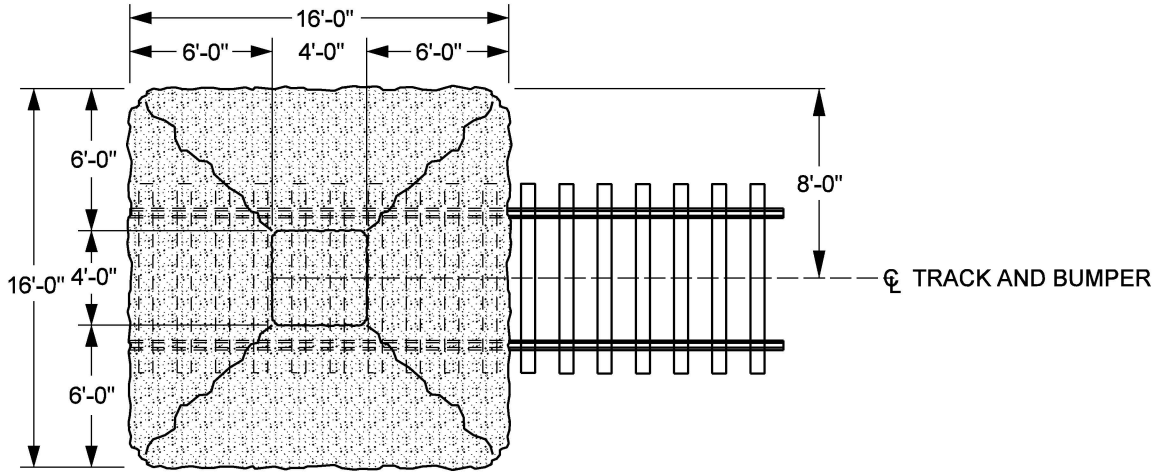


**CITY OF TACOMA
 UPRR RAILROAD COMPANY
 RELEASE OF EASEMENT AREA
 LEGAL DESCRIPTION**

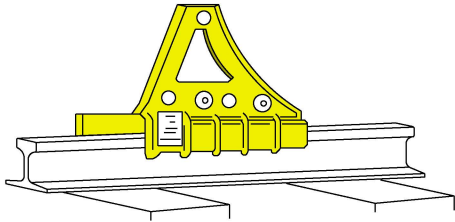
DRAWN: MEM	DATE: MARCH 12, 2020	JOB NO.: ENV-04015-13-01
CHKD. BY: GPG	SCALE: NO SCALE	SHEET: 2 OF 2

EXHIBIT D

**EARTHEN BUMPER SPECIFICATIONS
(TO BE ATTACHED)**



EARTH BUMPER



WHEEL STOP
ITEM NO. 559-7880

- NOTES:**
1. SIZE OF BASE MAY BE REDUCED IN CASES WHERE WIDTH OF ROADBED WILL NOT PERMIT PLAN TO BE FOLLOWED.
 2. BUMPER TO BE 4'-0" TALL FROM BASE OF TIE.
 3. IF TRACK CLEARANCE DOES NOT ALLOW, BOTTOMS MAY BE SQUARED OFF.
 4. EARTHEN BUMPER SHALL BE USED AT ALL LOCATIONS WHERE BUMPER IS REQUIRED EXCEPT IN LOCATIONS WHERE CLEARANCES WOULD REQUIRE ALTERNATE TREATMENT.
 5. END OF TRACK SIGN MUST BE USED IN ADDITION TO EARTHEN BUMPER OR WHEEL STOP. FOR DETAILS, REFER TO STANDARD DRAWING 0522.

**UNION PACIFIC RAILROAD
ENGINEERING STANDARDS**

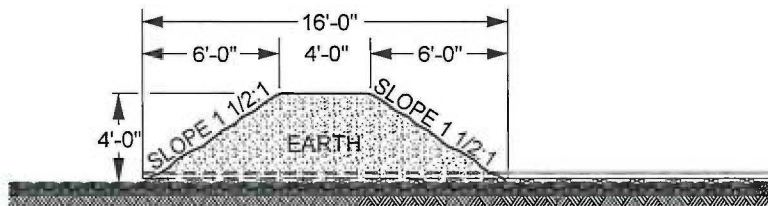
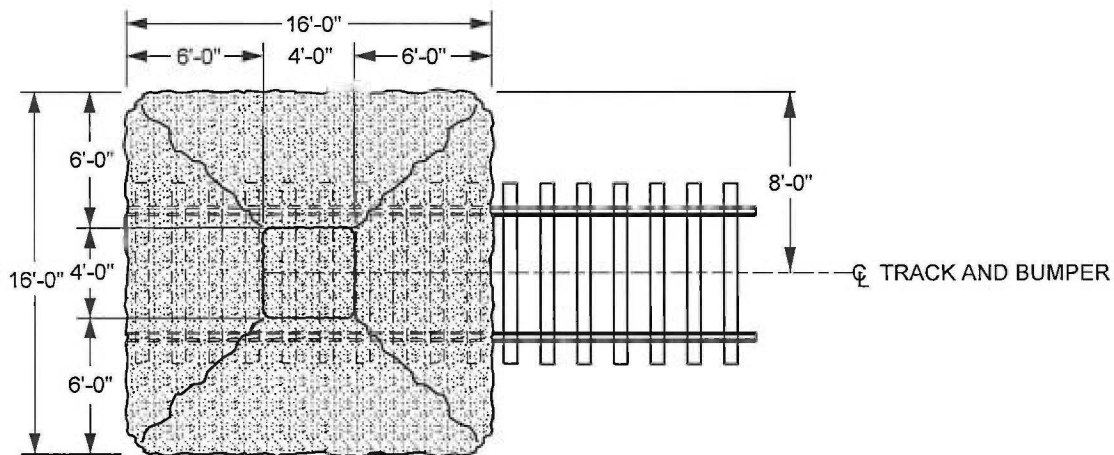
**STANDARD TREATMENT
FOR END OF TRACK**

APPROVED: *Caci Osling*
VP ENGINEERING
ADOPTED: FEB. 16, 1965
REVISED: DEC. 12, 2019
FILE NO.: 0030D

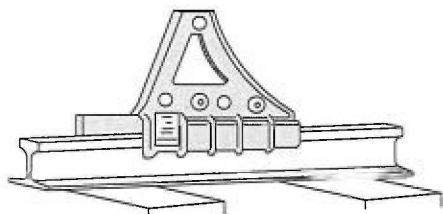
STD DWG
0030D

STD DWG
0030D

EXHIBIT D



EARTH BUMPER



WHEEL STOP
ITEM NO. 559-7880

NOTES:

1. SIZE OF BASE MAY BE REDUCED IN CASES WHERE WIDTH OF ROADBED WILL NOT PERMIT PLAN TO BE FOLLOWED.
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**UNION PACIFIC RAILROAD
ENGINEERING STANDARDS**

**STANDARD TREATMENT
FOR END OF TRACK**



APPROVED: *Cusi Robinson*
VP ENGINEERING
ADOPTED: FEB. 16, 1965
REVISED: DEC. 12, 2019
FILE NO.: 0030D

STD DWG
0030D

STD DWG
0030D