

**Capital Improvement Committee Meeting (CIC)  
Agenda & Meeting Materials  
August 28, 2024 - 5:00 PM**

Metro Parks Headquarters  
4702 S 19th St.  
Tacoma, WA 98405



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This Capital Improvement Committee Meeting (CIC) will be held at Metro Parks Headquarters, 4702 S 19th St., Tacoma, WA 98405. You can also join the meeting remotely by following the instructions below: (either by online link or by phone)

**Topic: Metro Parks Tacoma Capital Improvement Committee (CIC)**

**Time: August 28, 2024 5:00 PM Pacific Time (US and Canada)**

**Join Zoom Meeting Online by clicking the link below:**

**<https://zoom.us/j/95041531173?pwd=ZUsvRmRLOUpNTWdZdGFxM085Zz09>**

<b>Or Dial:</b>	<b>(253) 215-8782</b>
<b>Enter Meeting ID:</b>	<b>950 4153 1173</b>
<b>Password:</b>	<b>039699</b>
<b>Participant ID:</b>	<b>No ID needed, just press #</b>

**Order of Presentation:** In general, each agenda item will include a short staff presentation, followed by board discussion. Public Comment is not taken at this committee meeting.



**BOARD OF PARK COMMISSIONERS  
CAPITAL IMPROVEMENT COMMITTEE  
AGENDA**

**Wednesday, August 28, 2024  
5:00 PM**

**MINUTES FROM JULY 24, 2024**

**PROJECT STATUS REPORT**

**DISCUSSION ITEMS**

- N/A

**ACTION ITEMS**

- Surplusing & Conveying Real Property and Granting Temporary Construction Easement at Wapato Park to the City of Tacoma for Sheridan Arterial Improvements
- Accepting and Appropriating Washington State Commerce Grant Funds for Portland Avenue Park Sprayground Project and Authorizing the Executive Director to Enter into an Agreement
- Granting Maintenance Covenant and Easement Access From MPT to City of Tacoma for Sewer Improvements in Peck Community Sports Park

**FUTURE AGENDA TOPICS**

**ADJOURNMENT**



## BOARD OF PARK COMMISSIONERS CAPITAL IMPROVEMENT COMMITTEE

**July 24, 2024  
5:00 PM  
MINUTES**

**Attendees:** Commissioner Pointer, President Smith

**Staff Support:** **Debbie Russell**; Director, Business Administration and Planning;

**Marty Stump**, Deputy Director, Business Administration and Planning;

**Kristi Evans**, Capital Program Manager, Community and Neighborhood Parks;

**Jasinda Waldron**, Administrative Services Coordinator, Business Administration and Planning

**Acceptance of Minutes:** Minutes from the June 12, 2024, meeting were approved as written.

### Discussion Item

N/A

### Action Items

#### **MPT / TPS Interlocal Agreements for Five (5) Community Schoolyards (Reed, Stafford, Whitman, Mann and Larchmont)**

- All five of the Community School Yards have been included in this ILA update, though they are at various phases of completion at this time.
- Jenny Reid and Stafford have been fully completed. They previously had been signed, however, they are being included due to the new formatting changes and for constancy with future ILA's.
- This resolution will authorize the ILA's as a joint operation for the executive to authorize.
- \$250,000 is being provided to each one of the five schools.
- Commissioner Pointer asked about the \$250,000 and what it is for. Kristi answered that each site is getting \$250,000 for construction purposes.
- The \$250,000 will be coming from the bonds funds and will help close the gaps in our level of service to the schools.
- In the future we are hopeful to do more of this type of work.

### Additional Items

- The Peck project started construction on Friday, July 19<sup>th</sup>.
- Commissioner Pointer asked about parking along S 14<sup>th</sup> Street. Kristi stated that what we understand its mainly the people who work across the street have been utilizing the parking. This parking is impacted by construction and may be altered in the future once the street and park improvements have been completed.

- Marty then stated that we have a couple of grants in progress related to Peck but the project is underway.

**Meeting Adjourned**



RESOLUTION CHECK SHEET

<input type="checkbox"/> CONSENT AGENDA <input checked="" type="checkbox"/> REGULAR AGENDA:		
<input type="checkbox"/> Purchasing Resolution	<input type="checkbox"/> PW Purchasing Resolution	
<input type="checkbox"/> Single Reading Resolution	<input checked="" type="checkbox"/> First Reading (two readings)	

Department: Business Administration and Planning	Expected agenda date: September 9, 2024
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Resolution Title: <b>Surplusing &amp; Conveying Real Property and Granting a Temporary Construction Easement at Wapato Park to the City of Tacoma for Sheridan Arterial Improvements</b>	List supportive material and attachments included: Legal Descriptions and Exhibits
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Written By: Marty Stump and Meagan Zacher

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Dept. Director's Approval

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Did you include:	
<u>All Contracts</u>	<u>Construction</u>
<input type="checkbox"/> Vendor Bid Grid <input type="checkbox"/> Vendor Selection Process <input type="checkbox"/> Past Work Done With MPT <input type="checkbox"/> References/past work with others	<input type="checkbox"/> Warranty Information <input type="checkbox"/> Identification of M&O Dollars <input type="checkbox"/> Off line Facility Information <input type="checkbox"/> When was plan or design concept presented to the Board <input type="checkbox"/> How is the Project going to be managed – MPT/A&E/Other

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
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Executive Director's Comments:

My presentation will require that the PowerPoint projector be set-up  Yes  No

Please attach resolution and cover memo.  
 METROPOLITAN PARK DISTRICT OF TACOMA

**CIC DRAFT 08/28/24**



## MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Russell, Director of Business Administration & Planning

**SUBJECT: Surplusing & Conveying Real Property and Granting a Temporary Construction Easement at Wapato Park to the City of Tacoma for Sheridan Arterial Improvements**

DATE: September 4, 2024

**EXECUTIVE SUMMARY:** This resolution authorizes the surplus and conveyance of 678 square feet of park property and grants a temporary construction easement of 44,071 square feet of park property to the City of Tacoma to facilitate arterial improvements along Sheridan Avenue. This resolution would also authorize the Executive Director to enter into the necessary agreements with the City of Tacoma.

**BACKGROUND:** The Metropolitan Park District of Tacoma (“Metro Parks”) is the owner of Wapato Park, consisting of approximately 88 acres of real property and improvements. The park runs south from South 64<sup>th</sup> Street to South 72<sup>nd</sup> Street and is bordered by South Sheridan Avenue on the east and South Alaska Street on the west.

The City of Tacoma plans to proceed with the City Council approved Sheridan Arterial Improvements Project. The project design includes reconstructing the roadway surface to arterial traffic standards, upgrading traffic and pedestrian signals, new street lighting, sidewalks, upgrading non-compliant curb ramps, upgrading utilities (stormwater and water), striping, and a shared use path. This project is a welcome improvement to the S Sheridan Avenue frontage Wapato Park as much of the roadway edge currently lacks basic curb, sidewalk and landscape improvements and the shared use trail that will front Wapato Park will provide a safe route for bicycles and pedestrians accessing Wapato Park.

The City of Tacoma must acquire from Metro Parks two small portions of Wapato Park, consisting of a combined total of 678 square feet, to facilitate the installation of crossing signals and electrical infrastructure. These two areas consist of 128 square feet at the corner of South 72<sup>nd</sup> Street and South Sheridan Avenue and 550 square feet near the park entrance at South Sheridan Avenue and South 68<sup>th</sup> Street (“Signal Improvements Properties”). The City of Tacoma is also requesting a temporary construction easement in two areas along South Sheridan Avenue between South 64<sup>th</sup> Street and South 72<sup>nd</sup> Street, consisting of a combined 44,071 square feet, to allow for the construction of curb and gutter, sidewalks, a 10’ wide shared use path for bikes and pedestrians, parallel parking defined by bulb-outs and ADA compliant curb ramps. In addition, there will be upgrades to the stormwater system, improved utility poles and streetlights, traffic signals, accessible pedestrian signal (APS) system with countdown pedestrian crossing signals and landscaping (“Temporary Construction Easement Areas”) This easement would terminate on December 31, 2026, or when construction is completed, whichever is sooner.

**FISCAL IMPACT:** An appraisal was performed by a Washington State certified appraiser. Metro Parks shall receive from the City of Tacoma \$34,800.00, the value of the Signal Improvements Properties and Temporary Construction Easement Areas, as determined by an appraisal report dated May 17, 2024.

**ADDITIONAL INFORMATION:** For additional information, please contact Debbie Russell, Director of Business Administration & Planning at (253) 305-1086 or [debbie.russell@tacomaparks.com](mailto:debbie.russell@tacomaparks.com).

## METROPOLITAN PARK DISTRICT OF TACOMA

### RESOLUTION NO. XXXX-XX

#### **SURPLUSING & CONVEYING REAL PROPERTY AND GRANTING A TEMPORARY CONSTRUCTION EASEMENT AT WAPATO PARK TO THE CITY OF TACOMA FOR SHERIDAN ARTERIAL IMPROVEMENTS**

WHEREAS, the Metropolitan Park District of Tacoma (“Metro Parks”) is the owner of Wapato Park, consisting of approximately 88 acres of real property and improvements. The park runs south from South 64<sup>th</sup> Street to South 72<sup>nd</sup> Street and is bordered by South Sheridan Avenue on the east and South Alaska Street on the west, and

WHEREAS, the City of Tacoma plans to proceed with the City Council approved Sheridan Arterial Improvements Project. The project design includes reconstructing the roadway surface to arterial traffic standards, upgrading traffic and pedestrian signals, new street lighting, sidewalks, upgrading non-compliant curb ramps, upgrading utilities (stormwater and water), striping, and a shared use path, and

WHEREAS, in order to facilitate the installation of crossing signals and electrical, the City of Tacoma must acquire from Metro Parks two portions of Wapato Park, consisting of a combined total of 678 square feet. The two areas consist of 128 square feet at the corner of South 72<sup>nd</sup> Street and South Sheridan Avenue as legally described on Exhibit “A” and depicted on Exhibit “B” and 550 square feet near the park entrance at South Sheridan Avenue and South 68<sup>th</sup> Street as legally described on Exhibit “C” and depicted on Exhibit “D” (the “Signal Improvement Properties”), and

WHEREAS, in order to facilitate the construction of curb and gutter, sidewalks, a 10’ wide shared use path for bikes and pedestrians, parallel parking defined by bulb-outs, ADA compliant curb ramps, upgrades to the stormwater system, improved utility poles and streetlights, traffic signals, accessible pedestrian signal (APS) system with countdown pedestrian crossing signals and landscaping; the City of Tacoma is requesting a temporary construction easement consisting of a combined 44,071 square feet in two areas of Wapato Park along South Sheridan Avenue as legally described on Exhibit “E” & Exhibit “G” and depicted on Exhibit “F” and Exhibit “H” (the “Temporary Construction Easement Areas”). This easement would terminate on December 31, 2026, or when construction is completed, whichever is sooner, and

WHEREAS, the value of the Signal Improvement Properties and Temporary Easement Areas were determined by an appraisal report dated May 17, 2024, and performed by a Washington State certified appraiser, who determined the value to be \$34,800, and

WHEREAS, in order for the City to acquire the Signal Improvement Properties, it must either condemn the property or seek Metro Park’s consent to transfer the property, and



WHEREAS, it would be in the best interests of Metro Parks that the Sheridan Arterial Improvements be constructed and would be a benefit to Wapato Park users, and

WHEREAS, Chapter 39.33 RCW (Intergovernmental Disposition of Property) permits local government units to transfer or exchange title to real property on such terms and conditions as may be mutually agreed upon;

Now, therefore be it resolved

RESOLVED by unanimous vote of the Board of Parks Commissioners of the Metropolitan Park District of Tacoma that the Signal Improvement Properties are declared surplus and shall be transferred to the City of Tacoma in accordance with Chapter 39.33 RCW and a temporary construction easement shall be granted to the City of Tacoma in exchange for payment of \$34,800.

FURTHER RESOLVED by unanimous vote of the Board of Park Commissioners of the Metropolitan Park District of Tacoma that the Executive Director is hereby authorized to execute such documents as necessary to affect the transfer of the Signal Improvement Property and grant the temporary construction easement to the City of Tacoma.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

**EXHIBIT A**

Legal Description of S 72<sup>nd</sup> St & S Sheridan Ave Signal Improvement Property

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., LYING EAST OF THE EAST LINE OF MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;  
EXCEPT THE EAST 300 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH-EAST QUARTER OF THE NORTHWEST QUARTER THEREOF;  
AND EXCEPT ROADS;  
TOGETHER WITH THAT PORTION OF THE SOUTH 128.22 FEET OF LOT 3, AND ALL OF LOTS 4 THROUGH LOT 16, INCLUSIVE, IN SAID WAPATO LAKE VIEWS, LYING EAST OF THE EAST LINE OF SOUTH ALASKA STREET;  
EXCEPT SOUTH 72ND STREET;  
ALSO,  
BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., 150 FEET EAST OF THE INTERSECTION OF SAID LINE AND THE EAST LINE OF THE MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;  
THENCE WEST ALONG SAID SECTION LINE 150 FEET;  
THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 3 OF SAID PLAT 100 FEET;  
THENCE EAST 150 FEET;  
THENCE SOUTHERLY TO THE POINT OF BEGINNING; AND ALSO,

**CIC DRAFT 08/28/24**

THAT PORTION OF TRACT 'A', WAPATO LAKE VILLA SITES, TACOMA, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 61, RECORDS OF PIERCE COUNTY AUDITOR, LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 33 OF SAID PLAT, EXTENDED WESTERLY TO THE WEST LINE OF SAID TRACT 'A'. MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A 3-INCH DIAMETER SURFACE BRASS DISK MARKING THE INTERSECTION OF SOUTH 72ND STREET AND SHERIDAN AVENUE FROM WHICH ANOTHER 3-INCH DIAMETER SURFACE BRASS DISK MARKING THE INTERSECTION OF SOUTH 68TH STREET AND SHERIDAN AVENUE BEARS NORTH 01°44'51" EAST A DISTANCE OF 1329.97 FEET; THENCE ALONG SAID MONUMENT LINE NORTH 01°44'51" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°24'15" WEST A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH MARGIN OF SOUTH 72ND STREET WITH THE WEST MARGIN OF SHERIDAN AVENUE; THENCE NORTH 01°44'51" EAST ALONG SAID WEST MARGIN A DISTANCE OF 15.00 FEET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST MARGIN NORTH 01°44'51" EAST A DISTANCE OF 286.64 FEET; THENCE DEPARTING SAID WEST MARGIN NORTH 88°23'28" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 01°44'51" WEST A DISTANCE OF 298.57 FEET; THENCE SOUTH 88°24'15" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 01°44'51" EAST A DISTANCE 11.92 FEET; THENCE SOUTH 88°24'15" EAST A DISTANCE OF 5.00 FEET TO THE WEST MARGIN OF SAID SHERIDAN AVENUE AND THE POINT OF BEGINNING; ALL WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON. (CONTAINING +/- 4,419 SF. OR APPROXIMATELY 0.102 AC.) THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., LYING EAST OF THE EAST LINE OF MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR; EXCEPT THE EAST 300 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF; AND EXCEPT ROADS; TOGETHER WITH THAT PORTION OF THE SOUTH 128.22 FEET OF LOT 3, AND ALL

OF LOTS 4 THROUGH LOT 16,  
INCLUSIVE, IN SAID WAPATO LAKE VIEWS, LYING EAST OF THE EAST LINE OF  
SOUTH ALASKA STREET;  
EXCEPT SOUTH 72ND STREET; ALSO,  
BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 20  
NORTH, RANGE 03 EAST, W.M., 150  
FEET EAST OF THE INTERSECTION OF SAID LINE AND THE EAST LINE OF THE MAP  
OF WAPATO LAKE VIEWS,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129,  
RECORDS OF PIERCE COUNTY AUDITOR; THENCE WEST ALONG SAID SECTION  
LINE 150 FEET;  
THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 3 OF SAID PLAT 100  
FEET;  
THENCE EAST 150 FEET; THENCE SOUTHERLY TO THE POINT OF BEGINNING; AND  
ALSO, THAT PORTION OF TRACT 'A', WAPATO LAKE VILLA SITES, TACOMA,  
WASHINGTON, ACCORDING TO THE PLAT  
THEREOF RECORDED IN VOLUME 11, PAGE 61, RECORDS OF PIERCE COUNTY  
AUDITOR, LYING SOUTHERLY OF  
THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 33 OF SAID PLAT, EXTENDED  
WESTERLY TO THE WEST LINE OF  
SAID TRACT 'A'. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

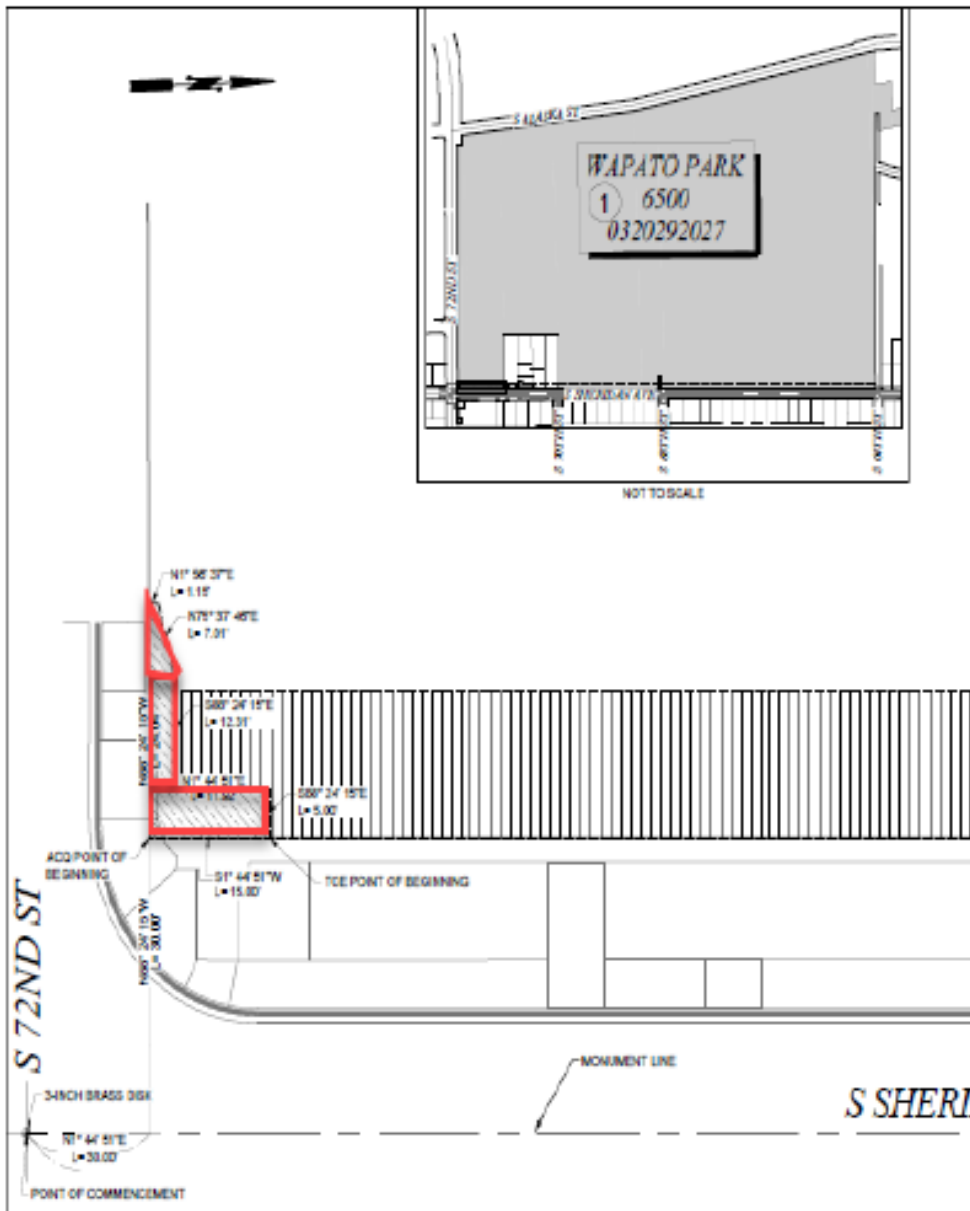
COMMENCING AT A 3-INCH DIAMETER SURFACE BRASS DISK MARKING THE  
INTERSECTION OF SOUTH 72ND  
STREET AND SHERIDAN AVENUE FROM WHICH A CASED 3-INCH DIAMETER  
BRASS DISK MARKING THE INTERSECTION OF SOUTH 68TH STREET AND  
SHERIDAN AVENUE BEARS NORTH 01°44'51" EAST A DISTANCE OF 1329.97 FEET;  
THENCE ALONG SAID MONUMENT LINE NORTH 01°44'51" EAST A DISTANCE OF  
30.00 FEET;  
THENCE NORTH 88°24'15" WEST A DISTANCE OF 30.00 FEET TO THE INTERSECTION  
OF THE NORTH MARGIN OF SOUTH 72ND STREET WITH THE WEST MARGIN OF  
SHERIDAN AVENUE AND THE TRUE POINT OF BEGINNING;  
THENCE NORTH 88°24'15" WEST ALONG SAID NORTH MARGIN A DISTANCE OF  
24.04 FEET;  
THENCE DEPARTING SAID NORTH MARGIN NORTH 01°56'37" EAST A DISTANCE OF  
1.15 FEET; THENCE NORTH 75°37'46" EAST A DISTANCE OF 7.01 FEET;  
THENCE SOUTH 88°24'15" EAST A DISTANCE OF 12.31 FEET;  
THENCE NORTH 01°44'51" EAST A DISTANCE OF 11.92 FEET;  
THENCE SOUTH 88°24'15" EAST A DISTANCE OF 5.00 FEET TO SAID WEST MARGIN;  
THENCE ALONG SAID WEST MARGIN SOUTH 01°44'51" WEST A DISTANCE OF 15.00  
FEET TO THE POINT OF BEGINNING.  
ALL WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 29, TOWNSHIP 20 NORTH,  
RANGE 03 EAST, W.M., SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE,

STATE OF WASHINGTON.

(CONTAINING +/- 128 SF. OR APPROXIMATELY 0.003 AC.)

**EXHIBIT B**

Depiction of S 72<sup>nd</sup> St & S Sheridan Ave Signal Improvement Property



**EXHIBIT C**

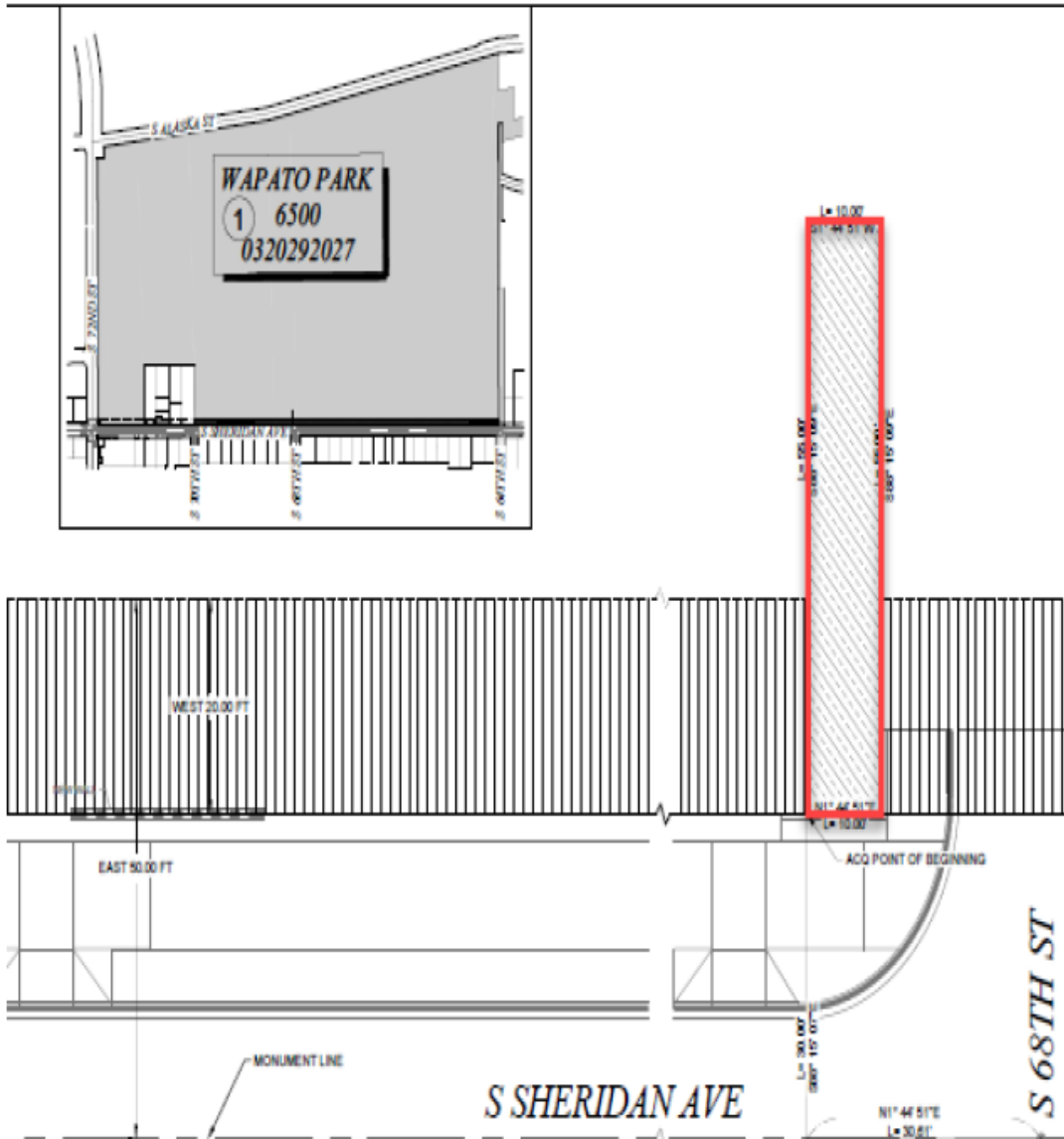
Legal Description of S 68<sup>th</sup> St & S Sheridan Ave Signal Improvement Property

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., LYING EAST OF THE EAST LINE OF MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;  
EXCEPT THE EAST 300 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF;  
AND EXCEPT ROADS;  
TOGETHER WITH THAT PORTION OF THE SOUTH 128.22 FEET OF LOT 3, AND ALL OF LOTS 4 THROUGH LOT 16, INCLUSIVE, IN SAID WAPATO LAKE VIEWS, LYING EAST OF THE EAST LINE OF SOUTH ALASKA STREET;  
EXCEPT SOUTH 72ND STREET; ALSO,  
BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., 150 FEET EAST OF THE INTERSECTION OF SAID LINE AND THE EAST LINE OF THE MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;  
THENCE WEST ALONG SAID SECTION LINE 150 FEET;  
THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 3 OF SAID PLAT 100 FEET; THENCE EAST 150 FEET; THENCE SOUTHERLY TO THE POINT OF BEGINNING; AND ALSO,  
THAT PORTION OF TRACT 'A', WAPATO LAKE VILLA SITES, TACOMA, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 61, RECORDS OF PIERCE COUNTY AUDITOR, LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 33 OF SAID PLAT, EXTENDED WESTERLY TO THE WEST LINE OF SAID TRACT 'A';  
MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
COMMENCING AT A CASED 3-INCH DIAMETER BRASS DISK MARKING THE INTERSECTION OF SOUTH 68TH STREET AND SHERIDAN AVENUE FROM WHICH A 3-INCH DIAMETER SURFACE BRASS DISK AT THE INTERSECTION OF SOUTH 72ND STREET AND SHERIDAN AVENUE BEARS SOUTH 01°44'51" WEST A DISTANCE OF 1329.97 FEET; THENCE ALONG SAID MONUMENT LINE SOUTH 01°44'51" WEST A DISTANCE OF 30.61 FEET;  
THENCE NORTH 88°15'09" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF SHERIDAN AVENUE AND TRUE POINT OF BEGINNING;  
THENCE DEPARTING SAID MARGIN NORTH 88°15'09" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 01°44'51" EAST A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 88°15'09" EAST A DISTANCE OF 55.00 FEET TO SAID WEST MARGIN;  
THENCE ALONG SAID WEST MARGIN SOUTH 01°44'51" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.  
ALL WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF

SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.  
 (CONTAINING +/- 550 SF. OR APPROXIMATELY 0.013 AC.)

**EXHIBIT D**

Depiction of S 68<sup>th</sup> St & S Sheridan Ave Signal Improvement Property





**EXHIBIT E**

Legal Description of Temporary Construction Easement Area #1

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., LYING EAST OF THE EAST LINE OF MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT THE EAST 300 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF;

AND EXCEPT ROADS;

TOGETHER WITH THAT PORTION OF THE SOUTH 128.22 FEET OF LOT 3, AND ALL OF LOTS 4 THROUGH LOT 16, INCLUSIVE, IN SAID WAPATO LAKE VIEWS, LYING EAST OF THE EAST LINE OF SOUTH ALASKA STREET; EXCEPT SOUTH 72ND STREET;

ALSO,

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., 150 FEET EAST OF THE INTERSECTION OF SAID LINE AND THE EAST LINE OF THE MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;

THENCE WEST ALONG SAID SECTION LINE 150 FEET;

THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 3 OF SAID PLAT 100 FEET; THENCE EAST 150 FEET;

THENCE SOUTHERLY TO THE POINT OF BEGINNING; AND ALSO,

THAT PORTION OF TRACT 'A', WAPATO LAKE VILLA SITES, TACOMA, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 61, RECORDS OF PIERCE COUNTY AUDITOR, LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 33 OF SAID PLAT, EXTENDED WESTERLY TO THE WEST LINE OF SAID TRACT 'A'.

MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A 3-INCH DIAMETER SURFACE BRASS DISK MARKING THE INTERSECTION OF SOUTH 72ND STREET AND SHERIDAN AVENUE FROM WHICH ANOTHER 3-INCH DIAMETER SURFACE BRASS DISK MARKING THE INTERSECTION OF SOUTH 68TH STREET AND SHERIDAN AVENUE BEARS NORTH 01°44'51" EAST A DISTANCE OF 1329.97 FEET;

THENCE ALONG SAID MONUMENT LINE NORTH 01°44'51" EAST A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°24'15" WEST A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH MARGIN OF SOUTH 72ND STREET WITH THE WEST MARGIN OF SHERIDAN AVENUE;

THENCE NORTH 01°44'51" EAST ALONG SAID WEST MARGIN A DISTANCE OF 15.00 FEET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST MARGIN NORTH 01°44'51" EAST A DISTANCE OF 286.64 FEET; THENCE DEPARTING SAID WEST MARGIN NORTH 88°23'28" WEST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 01°44'51" WEST A DISTANCE OF 298.57 FEET; THENCE SOUTH 88°24'15" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 01°44'51" EAST A DISTANCE 11.92 FEET;

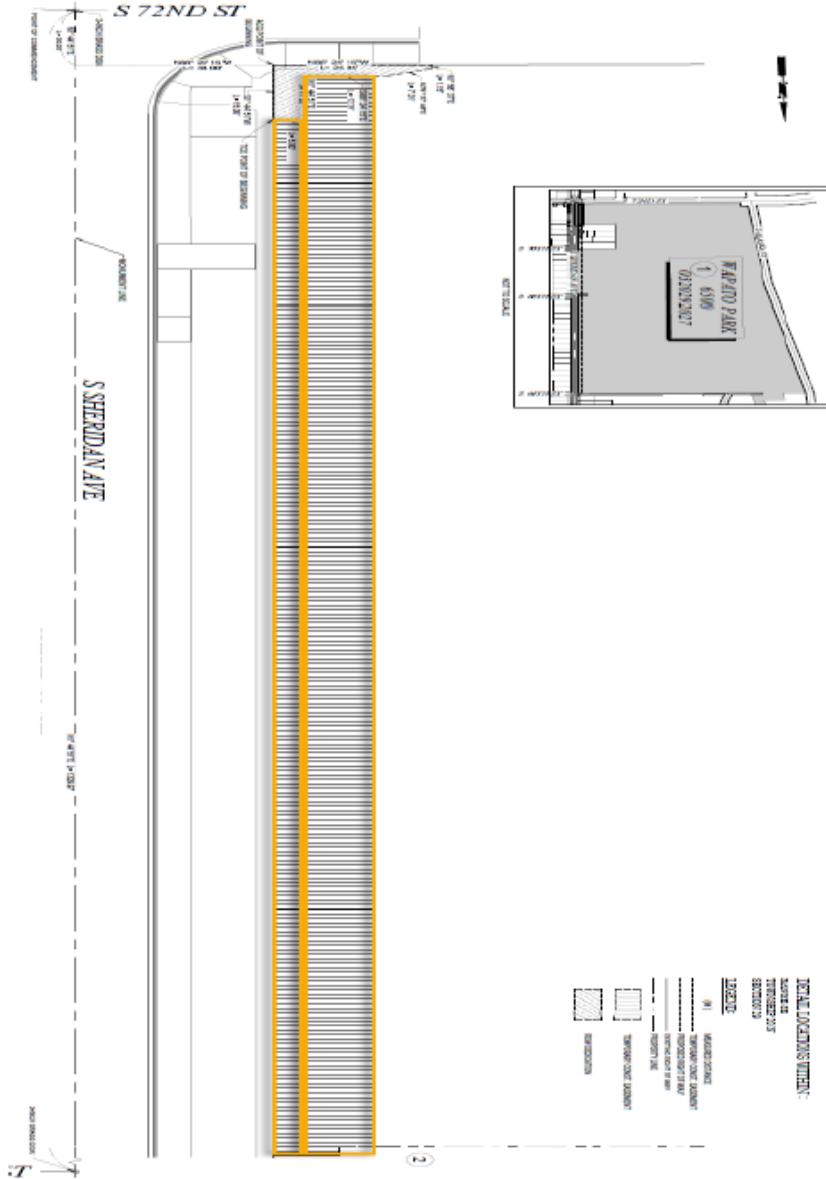
THENCE SOUTH 88°24'15" EAST A DISTANCE OF 5.00 FEET TO THE WEST MARGIN OF SAID SHERIDAN AVENUE AND THE POINT OF BEGINNING;

ALL WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

(CONTAINING +/- 4,419 SF. OR APPROXIMATELY 0.102 AC.)

**EXHIBIT F**

Depiction of Temporary Construction Easement Area #1



**EXHIBIT G**

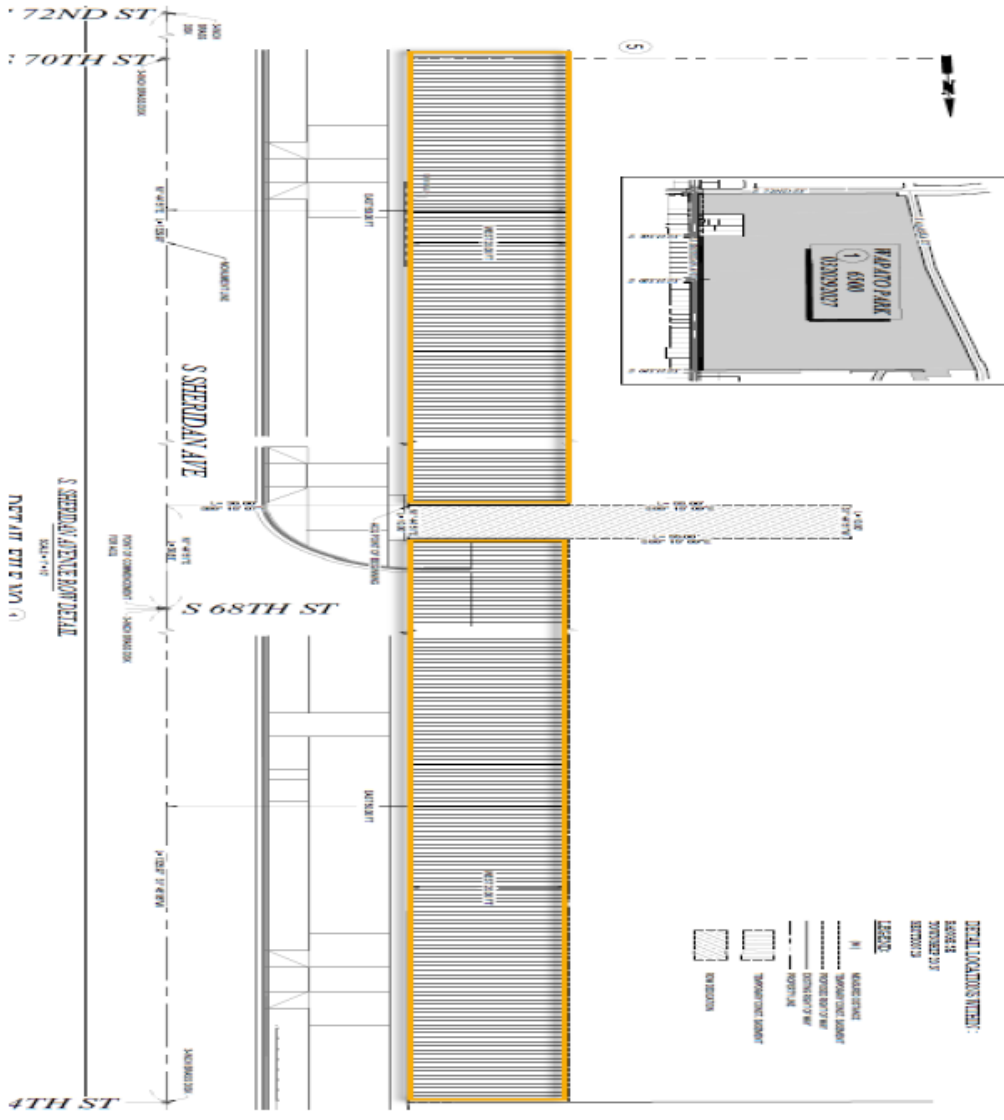
Legal Description of Temporary Construction Easement Area #2

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., LYING EAST OF THE EAST LINE OF MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;  
EXCEPT THE EAST 300 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF; AND EXCEPT ROADS;  
TOGETHER WITH THAT PORTION OF THE SOUTH 128.22 FEET OF LOT 3, AND ALL OF LOTS 4 THROUGH LOT 16, INCLUSIVE, IN SAID WAPATO LAKE VIEWS, LYING EAST OF THE EAST LINE OF SOUTH ALASKA STREET;  
EXCEPT SOUTH 72ND STREET; ALSO,  
BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 03 EAST, W.M., 150 FEET EAST OF THE INTERSECTION OF SAID LINE AND THE EAST LINE OF THE MAP OF WAPATO LAKE VIEWS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 129, RECORDS OF PIERCE COUNTY AUDITOR;  
THENCE WEST ALONG SAID SECTION LINE 150 FEET;  
THENCE NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 3 OF SAID PLAT 100 FEET; THENCE EAST 150 FEET;  
THENCE SOUTHERLY TO THE POINT OF BEGINNING; AND ALSO,  
THAT PORTION OF TRACT 'A', WAPATO LAKE VILLA SITES, TACOMA, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 61, RECORDS OF PIERCE COUNTY AUDITOR, LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 33 OF SAID PLAT, EXTENDED WESTERLY TO THE WEST LINE OF SAID TRACT 'A';  
MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
THE WEST 20 FEET OF THE EAST 50 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;  
AND TOGETHER WITH THE WEST 20 FEET OF THE EAST 50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST

QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON. EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS COMMENCING AT A CASED 3-INCH DIAMETER BRASS DISK MARKING THE INTERSECTION OF SOUTH 68TH STREET AND SHERIDAN AVENUE FROM WHICH ANOTHER 3-INCH DIAMETER SURFACE BRASS DISK MARKING THE INTERSECTION OF SOUTH 72ND STREET AND SHERIDAN AVENUE BEARS SOUTH 01°44'51" WEST A DISTANCE OF 1329.97 FEET; THENCE ALONG SAID MONUMENT LINE SOUTH 01°44'51" WEST A DISTANCE OF 30.61 FEET; THENCE NORTH 88°15'09" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF SHERIDAN AVENUE AND TRUE POINT OF BEGINNING; THENCE DEPARTING SAID MARGIN NORTH 88°15'09" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 01°44'51" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°15'09" EAST A DISTANCE OF 55.00 FEET TO SAID WEST MARGIN; THENCE SOUTH 01°44'51" WEST ALONG SAID MARGIN A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

(CONTAINING +/- 39,652 SF F. OR APPROXIMATELY 0.910 AC.)

**EXHIBIT H**  
 Depiction of Temporary Construction Easement Area #2





RESOLUTION CHECK SHEET

<input type="checkbox"/> CONSENT AGENDA <input checked="" type="checkbox"/> REGULAR AGENDA: <table style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td><input type="checkbox"/> Purchasing Resolution</td> <td><input type="checkbox"/> PW Purchasing Resolution</td> </tr> <tr> <td><input checked="" type="checkbox"/> Single Reading Resolution</td> <td><input type="checkbox"/> First Reading (two readings)</td> </tr> </table>		<input type="checkbox"/> Purchasing Resolution	<input type="checkbox"/> PW Purchasing Resolution	<input checked="" type="checkbox"/> Single Reading Resolution	<input type="checkbox"/> First Reading (two readings)
<input type="checkbox"/> Purchasing Resolution	<input type="checkbox"/> PW Purchasing Resolution				
<input checked="" type="checkbox"/> Single Reading Resolution	<input type="checkbox"/> First Reading (two readings)				
Department: Business Administration and Planning	Expected agenda date: September 9, 2024				
<b>Resolution Title: Accepting and Appropriating Washington State Commerce Grant Funds for Portland Avenue Park Sprayground Project and Authorizing the Executive Director to Enter into an Agreement</b>	List supportive material and attachments included:				
Written By: Kristi Evans <hr/>					
Dept. Director's Approval: <hr/>					
Did you include: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>All Contracts</u>  <input type="checkbox"/> Vendor Bid Grid  <input type="checkbox"/> Vendor Selection Process  <input type="checkbox"/> Past Work Done With MPT  <input type="checkbox"/> References/past work with others           </td> <td style="width: 50%; vertical-align: top;"> <u>Construction</u>  <input type="checkbox"/> Warranty Information  <input type="checkbox"/> Identification of M&amp;O Dollars  <input type="checkbox"/> Off line Facility Information  <input type="checkbox"/> When was plan or design concept presented to the Board  <input type="checkbox"/> How is the Project going to be managed – MPT/A&amp;E/Other           </td> </tr> </table>		<u>All Contracts</u> <input type="checkbox"/> Vendor Bid Grid <input type="checkbox"/> Vendor Selection Process <input type="checkbox"/> Past Work Done With MPT <input type="checkbox"/> References/past work with others	<u>Construction</u> <input type="checkbox"/> Warranty Information <input type="checkbox"/> Identification of M&O Dollars <input type="checkbox"/> Off line Facility Information <input type="checkbox"/> When was plan or design concept presented to the Board <input type="checkbox"/> How is the Project going to be managed – MPT/A&E/Other		
<u>All Contracts</u> <input type="checkbox"/> Vendor Bid Grid <input type="checkbox"/> Vendor Selection Process <input type="checkbox"/> Past Work Done With MPT <input type="checkbox"/> References/past work with others	<u>Construction</u> <input type="checkbox"/> Warranty Information <input type="checkbox"/> Identification of M&O Dollars <input type="checkbox"/> Off line Facility Information <input type="checkbox"/> When was plan or design concept presented to the Board <input type="checkbox"/> How is the Project going to be managed – MPT/A&E/Other				

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
Executive Director's Comments:	

My presentation will require that the PowerPoint projector be set-up <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Please attach resolution and cover memo.



**MEMORANDUM**

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Russell, Director of Business Administration and Planning

SUBJECT: **Accepting and Appropriating Washington State Commerce Funds for Portland Avenue Park Sprayground and Authorizing the Executive Director to enter into an Agreement**

DATE: September 4, 2024

**EXECUTIVE SUMMARY:** This resolution accepts and appropriates a \$485,000 grant (\$500,000 less State Administrative Fees) from the Washington State Department of Commerce for Portland Avenue Park Sprayground and authorizes the Executive Director to enter into a contract agreement for the awarded grant.

**BACKGROUND:** Metro Parks, with the assistance of Legislative Sponsor Steve Conway and Sharlett Mena, submitted a January 2023 Legislative Session Member Requested Capital Community Project Information Form. In 2023, State Capital Budget appropriated \$500,000 for the “Portland Avenue Park Sprayground Project” to complete a restroom and sprayground in Portland Avenue Park, a 13.4-acre park in one of Tacoma’s economically challenged neighborhoods. The Park District recently completed a master plan for the park and this project represents Phase 1 of a re-investment into the park. The sprayground replaces a 73-year old outdoor wading pool that had been removed in recent years.

The funding provided by the WA State Commerce Funds provides partial funding for construction. MPT may seek additional outside funding once design, engineering and permitting have been completed.

**FINANCIAL IMPACT:** The project funding currently includes:

<b>Funding:</b>	
2014 UTGO Bond	\$1,550,928
State Commerce	\$ 485,000
<b>Total</b>	<b>\$ 2,035,928</b>

**ADDITIONAL INFORMATION:** For additional information, please contact Debbie Russell, Director of Business Administration and Planning, [debbie.russell@tacomaparks.com](mailto:debbie.russell@tacomaparks.com) or 253-305-1086.



**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. R-**

**ACCEPTING AND APPROPRIATING WASHINGTON STATE COMMERCE FUNDS  
FOR PORTLAND AVENUE PARK SPRAYGROUND AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma desires to make improvements to Portland Avenue Park; and

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project referenced above; and

WHEREAS, the sprayground will replace a recently removed 73 year old wading pool; and

WHEREAS, the 2023 State Capital Budget includes an appropriation of \$485,000 (\$500,000 less State Administrative Fees) for the Portland Avenue Park Sprayground Project; Now, therefore, be it

RESOLVED, that the Board of Park Commissioners accept and appropriate \$485,000 from the Washington State Department of Commerce for the Portland Avenue Park Sprayground; and be it

FURTHER RESOLVED, that the Executive Director is authorized to execute a contract for the \$485,000 contribution to the Portland Avenue Park Sprayground with the Washington State Department Commerce.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk



RESOLUTION CHECK SHEET

<input type="checkbox"/> CONSENT AGENDA		
<input checked="" type="checkbox"/> REGULAR AGENDA:	<input type="checkbox"/> Purchasing Resolution	<input type="checkbox"/> PW Purchasing Resolution
	<input checked="" type="checkbox"/> Single Reading Resolution	<input type="checkbox"/> First Reading (two readings)

Department: Business Administration and Planning	Expected agenda date: September 9, 2024
--	--

Resolution Title: <b>Granting Maintenance Covenant and Easement Access From MPT to COT for Sewer Improvements in Peck Community Sports Park</b>	List supportive material and attachments included:
--	--

Written By: Kristi Evans

---

Dept. Director's Approval

---

Did you include:	
<u>All Contracts</u>	<u>Construction</u>
<input type="checkbox"/> Vendor Bid Grid	<input type="checkbox"/> Warranty Information
<input type="checkbox"/> Vendor Selection Process	<input type="checkbox"/> Identification of M&O Dollars
<input type="checkbox"/> Past Work Done With MPT	<input type="checkbox"/> Off line Facility Information
<input type="checkbox"/> References/past work with others	<input type="checkbox"/> When was plan or design concept presented to the Board
	<input type="checkbox"/> How is the Project going to be managed – MPT/A&E/Other

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

Executive Director's Comments:

My presentation will require that the PowerPoint projector be set-up  Yes  No

Please attach resolution and cover memo.  
METROPOLITAN PARK DISTRICT OF TACOMA



**MEMORANDUM**

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Russell, Director of Business Administration and Planning

**SUBJECT: Granting Maintenance Covenant and Easement Access From MPT to COT for Sewer Improvements in Peck Community Sports Park**

DATE: September 4, 2024

**EXECUTIVE SUMMARY:** Approval of a resolution is requested granting an maintenance covenant and access easement to City of Tacoma from Metro Parks Tacoma in Peck Community Sports Park and authorizing the Executive Director to negotiate and sign said easement.

**BACKGROUND:** The City of Tacoma has approved the Permit for the new development of a synthetic sports field constructed by Tacoma Public School, including the Stormwater System. The Stormwater System is designed in accordance with City's stormwater regulations. Any damages caused by the failure of the Stormwater System shall be the sole responsibility of the Grantor or Grantor's successors-in-interest. This is an agreement to maintain and repair the storm sewer system.

**FISCAL IMPACT:** There is no dollar value attached to the granting of this covenant and easement.

**ADDITIONAL INFORMATION:** For additional information, please contact Debbie Russell, Director of Business Administration and Planning at (253) 305-1086 or [debbie.russell@tacomaparks.com](mailto:debbie.russell@tacomaparks.com)

**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. R**

**GRANTING MAINTENANCE COVENANT AND EASEMENT ACCESS FROM  
MPT TO COT FOR STORM SEWER IMPROVEMENTS IN PECK COMMUNITY  
SPORTS PARK**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma desires to construct improvements to Peck Community Sports Park; and

WHEREAS, in order to complete said improvements City of Tacoma requires a maintenance covenant and access easement to City of Tacoma of the storm sewer system.; and

WHEREAS; the proposed easement permits the Metro Parks to install, construct, operate, inspect, maintain, remove, repair and replace the storm sewer improvements; Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to approve the maintenance covenant and access easement to City of Tacoma as described in the covenant and easement that the Executive Director be authorized to negotiate and sign said easement on behalf of the Board.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

When Recorded Return To:

City of Tacoma  
Planning and Development Services  
747 Market Street, Room 620  
Tacoma, WA 98402

**Document Title: MAINTENANCE COVENANT AND ACCESS EASEMENT**  
Peck Athletic Baseball Complex

**Grantor:**

Metro Parks Tacoma

**Grantee:**

**CITY OF TACOMA, a Municipal Corporation**

**Legal Description (abbreviated):**

A portion of the Northeast Quarter of the Southeast Quarter of Section 6, Township 20 North, Range 3 East, Willamette Meridian

See Page 11-12, Exhibit "A", for Complete Legal Description of Subject Property

**Reference Number(s):**

City of Tacoma Site Development Permit No. SDEV24-0134

**Assessor's Parcel Number:**

0320064100

## **MAINTENANCE COVENANT AND ACCESS EASEMENT**

### Peck Athletic Fields Baseball Complex

Grantor as fee simple owner of the herein described Property, hereby freely and voluntarily grants to the City of Tacoma, a municipal corporation operating under the laws of the state of Washington (**City**), and its successors and assignees, the following maintenance covenant and access easement, which covenant and easement shall run with the land and be binding on all current and future owners or any portion of, or interest in, Grantor's real property situated in Pierce County, Washington and legally described in **Exhibit A** .

### **RECITALS**

A. Grantor is the owner of certain real property situated in the City of Tacoma, Pierce County, Washington, legally described on **Exhibit A** attached hereto and commonly known as Peck Athletic Fields, the "**Property**".

B. As a condition of permit approval No. SDEV24-0134, the following private stormwater management system ("**Stormwater System**") was constructed or will be constructed at the Property in accordance with approved construction plans and as further described below and depicted in the approved permit.

The Stormwater System on the Property consists of:

Private collection system including stormwater conveyance (catch basins, a French drain system, underground pipes) which collects stormwater from walkways, roofs, and nearby lawn/landscaped areas. The turf field has an underdrain system that conveys stormwater from the vertically-draining surface. The collection systems discharges to the City stormwater system. BMP L613 – Post Construction Soil Quality and Depth is used on disturbed lawn/landscaped areas.

C. The City has approved the Permit submitted by Grantor, or Grantor's tenant, for the new development or redevelopment of the Property, including Stormwater System as described above. The Stormwater System is designed in accordance with City's stormwater regulations. Any damages caused by the failure of the Stormwater System shall be the sole responsibility of the Grantor or Grantor's successors-in-interest.

D. Failure to inspect, maintain, repair, and replace the Stormwater System after construction can result in an unacceptable impact to the public stormwater system or receiving waters. The City requires Grantor to enter into this Agreement as a condition to the City's approval of Permit(s) for the development or redevelopment of the Property. This Agreement confirms Grantor's, and Grantor's successors and assigns', obligation to inspect, maintain, repair, and replace the Stormwater System. The term "**Owner(s)**" is used herein to refer to the owner or owners of any part of the Property on which Stormwater System are located. "Owner(s)" include Grantor while Grantor owns any part of the Property on which Stormwater System are located and, to the extent applicable, includes any homeowners association owning common areas on the Property on which Stormwater System are located.

E. In connection with its new development or redevelopment of the Property, Grantor may divide the property into individual lots (each a "**Lot**" and collectively the "**Lots**"). The Stormwater System for the Property will be maintained by the Owner(s). Therefore, although Grantor will be the sole owner responsible for constructing, inspecting, maintaining, repairing, and replacing the Stormwater System while Grantor owns the entirety of the Property, upon Grantor's sale or transfer of ownership of any Lot, or part of the Property, those responsibilities will be transferred jointly and severally to the subsequent Owner(s).

F. "Emergency" shall mean and refer to any time that the Stormwater System, or a discharge into or therefrom, pose an imminent threat to the health, well-being or safety of person's or property and immediate remedial action is required.

## **COVENANTS AND EASEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Grantor agree as follows:

1. Incorporation of Recitals and Exhibits. The Recitals and exhibits attached to this Agreement are incorporated into and made a part of this Agreement as though fully set forth herein.
2. Run with the Land. The parties' rights, duties and obligations contained herein shall run with the land and shall be binding upon the Grantor and its successors and assigns (including, without limitation, the Owner(s) of the Lot(s) and any homeowner's association owning common areas in the Property). Those rights and obligations shall inure to the benefit of the City, as well

as its successors and assigns and provide a public benefit.

3. Agreement to Maintain and Repair. The Owner(s) shall, at their sole expense, themselves or through qualified independent contractors or through Owners' tenants, at all times during their ownership of the Property, or any portion thereof, maintain the Stormwater System in good working order, condition and repair, clear of all debris, and in compliance with the Permit and all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the City and including the City's Stormwater regulations) and the Stormwater System Operation and Maintenance Manual (the "**O&M Manual**") required to be provided by the Grantor pursuant to the City's stormwater regulations. The O&M Manual shall be retained within reasonable access to the site of the Stormwater System and shall be transferred with the Property, or any portion thereof, to a new Owner(s).

4. Agreement to Inspect. The Owner(s) shall perform, at a minimum, regular inspections of all Stormwater System covered by this Agreement, in accordance with the O&M Manual and applicable stormwater regulations and guidelines. The regular inspection required by this Agreement shall identify work necessary to repair or maintain the Stormwater System in good working order. The Owner(s) shall maintain records of inspection, maintenance activities (including identification of the corrective actions taken in response to the regular inspection), monitoring activities and results (if applicable), and receipts for such activities when contracted for. Such records shall be maintained for six years and made available to the City for inspection and copying upon request.

5. Easement. Grantor hereby grants the City, its employees, independent contractors and designees, a nonexclusive easement for ingress and egress over, across and under the Property from time to time at the City's sole discretion to inspect, sample, and monitor components of the Stormwater System and discharges therefrom to ensure that the Stormwater System are being maintained and operated in accordance with the O&M Manual and applicable stormwater regulations and guidelines. Grantor hereby grants to the City permission to undertake the actions described in Sections 7 and 8 of this Agreement. The City agrees that, except in case of Emergency, it shall conduct such inspections at Reasonable Times and that City, its employees, independent contractors and designees, shall conduct their activities in compliance with Owner's reasonable rules associated with access over and across the Property; provided that, such rules shall be in writing and provided to the City upon request (except to the extent prohibited by law), and shall not impair or prevent access to the



Stormwater System for the purposes set forth in this Agreement. Owner(s) shall cooperate with the City, its employees, independent contractors and designees, to ensure safe and secure access to the Stormwater System for the purposes set forth herein. 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, but may also include the days and hours that commercial activities are conducted on the Property by the Owner, or its tenant’s.

6. Improvements by Grantor. Owner(s) shall not place or construct any permanent structures, landscaping or other improvements on the Property that would restrict or interfere with the proper functioning of the Stormwater System or the City’s access to perform the inspection, maintenance, or repair authorized under this Agreement. Any permanent structures or improvements subsequent to this agreement shall be permitted when required by the City set forth in the Building Code and Stormwater Management Manual.

7. Failure to Perform Agreement. If the City, in its sole and reasonable discretion, determines that the Owner(s) are not in compliance with the duties or obligations described in Sections 3 and 4 of this Agreement, the City or its designee shall provide the non-complying Owner(s) written notice to perform the maintenance and/or repair work specified in the notice. Provided, however, no prior written notice shall be required in the case of an Emergency, which shall be governed by Section 8. If such work is not performed to the City’s reasonable satisfaction within thirty (30) days after the date of such notice, or such other time as the City may in its sole discretion determine, exercise its rights under the Easement described in Section 5 of this Agreement to enter the Property, with all materials and construction equipment determined by the City to be necessary to perform any and all work required to bring the Stormwater System into compliance with this Agreement. Grantee may, in its sole discretion, extend said thirty day time period upon receipt of Owner’s written formal request for same, given good cause.

8. Emergency. If the City, in its sole discretion, determines that there exists or will likely exist an emergency on or about the Property with respect to the Stormwater System, the City, may immediately exercise its rights under the Easement described in Section 5 of this Agreement to immediately enter the Property, with all material and necessary construction equipment determined to be necessary to perform any and all work required to bring the Stormwater System into compliance with this Agreement, and in such case the City shall use reasonable efforts to notify the affected Owner(s) prior to entering the Property. Owner(s) shall cooperate with the City, its employees, independent contractors and designees, to ensure safe

and secure access to the Stormwater System on Property for the purposes set forth herein. Notwithstanding the above, the work performed may consist only of avoiding or mitigating the emergency and/or cleaning and/or repairing the Stormwater System to their original condition and standards.

9. City under No Obligation. The City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Agreement, including the right under Sections 7 and 8 of this Agreement, to perform the work required of the Owner(s), or to perform any other maintenance or repair of the Stormwater System. In addition, neither the City, nor any of its departments, employees, independent contractors and/or designees shall have any liability to any Owner(s) in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Stormwater System, or the failure to perform the same.

10. Grantor Obligations. Grantor and each Owner agree that, prior to sale of any portion of the Property, they will make specific references to this Agreement and the O&M Manual in a separate notice paragraph in any contract, deed, lease or other legal instrument by which any possessory or equitable interest in the Property is conveyed.

11. Reimbursement. If the City exercises its rights as described in Section 7 and Section 8 to perform compliance work and enters the Property pursuant to the Easement described in Section 5 of this Agreement, the Owner(s) shall reimburse the City for all its costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice. If the Property is owned by more than one owner (i.e., multiple lot owners), for each property or Lot where the City exercises its rights as described in Section 6 and Section 7, the Owner(s) shall be severally liable for reimbursing the City for all its costs and expenses incurred in connection therewith within. If any of the Owner(s) fail to pay the invoiced amount within such period, such amount shall thereafter accrue interest at the statutory rate. Such amount, together with interest, shall be a lien on the Property (and each of the Lots within the Property) that may be foreclosed in accordance with applicable law.

12. Enforcement. In the event of a breach of any of the terms, covenants, agreements and/or conditions of this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the

failure of either party to comply with the terms, covenants, agreements and/or conditions of this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection with such legal proceedings, including, but not limited to, reasonable attorneys' fees (including appellate fees) and court costs.

13. Modification or Termination. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representative of the City. No waiver of a breach or violation of any term, covenant, agreement or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach or violation of the same or any other term, covenant, agreement or condition in this Agreement. If the conditions at the Property requiring this Agreement have changed or no longer exist, then the Owner(s) may submit a request to the City that this Agreement be amended or terminated.

14. All Writings Contained Herein. This Agreement, 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.

15. Assignment. The obligations of Grantor under this Agreement shall run with the land and therefore shall bind the purchasers of the Property, in whole or in part, without the necessity of any separate agreement evidencing or confirming the assignment and the purchaser's assumption of the obligations.

16. Choice of Law; Venue; Severability. This Agreement shall be construed under the laws of the State of Washington and venue for any dispute related to this Agreement shall be in Pierce County, Washington. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law. This Agreement shall be construed as covenants applicable to the Property and a violation hereof shall not be construed as causing a reversion of title.

17. Authority. If Grantor is an entity, the individual executing this Agreement on behalf of Grantor represents and warrants to the City that said individual the full power and authority to do so and that Grantor has full right and authority to enter into this Agreement and perform its

obligations under this Agreement.

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Shon Sylvia, Metro Parks Tacoma  
Executive Director

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON    )  
  ) SS.  
COUNTY OF                            )

I, the undersigned, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ (title of the grantor or grantor representative who executed the within instrument) and acknowledged that he/she/they signed and sealed the same, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**GRANTEE  
CITY OF TACOMA**

DocuSigned by:

*Corey Newton*

766CCD6AFD24D5...  
Corey Newton, P.E.  
Environmental Services Division Manager,  
PDS Site & Building Division

Approved as to Form:

DocuSigned by:

*Steve Victor*

97E43E5E13EF4D3...  
Deputy City Attorney

## EXHIBIT A

### SUBJECT PROPERTY LEGAL DESCRIPTION

(PER STEWART TITLE GUARANTY COMPANY SUBDIVISION GUARANTEE NO. G-6329-000013684, DATED JULY 24, 2023)

ALL OF BLOCKS 28, 30 AND 32 OF ORCHARD'S SUPPLEMENTARY 2ND ADDITION, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 5, IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF MELROSE STREET AND THAT PORTION OF ALLEY ATTACHED THERETO VACATED BY ORDINANCE NO. 13912, OF THE CITY OF TACOMA, RECORDED UNDER RECORDING NO. 1564382.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;  
BEGINNING 110 RODS NORTH OF THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;  
THENCE NORTH 10 RODS;  
THENCE WEST 80 RODS;  
THENCE SOUTH 10 RODS;  
THENCE EAST 80 RODS TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

EXCEPT TRAFTON STREET;

ALSO EXCEPT THE EAST 50 FEET THEREOF;

ALSO EXCEPT THAT PORTION LYING WEST OF STATE STREET AND SOUTH OF A LINE DRAWN PARALLEL WITH AND 136 FEET NORTH OF MELROSE STREET;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF TACOMA FOR STREET PURPOSES BY ROGER PECK AND GERTRUDE H. PECK, HUSBAND AND WIFE, BY DEED DATED APRIL 13, 1950 AND RECORDED MAY 5, 1950, UNDER RECORDING NO. 1552849, RECORDS OF PIERCE COUNTY, WASHINGTON.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;  
BEGINNING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AT A POINT 113.34 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE WEST ON SAID SOUTH LINE 326.66 FEET TO A POINT 26 AND 2/3 RODS WEST OF SAID SOUTHEAST CORNER;  
THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 495 FEET;  
THENCE EAST PARALLEL WITH SAID SOUTH LINE, 390 FEET;  
THENCE SOUTH PARALLEL WITH AND 50 FEET DISTANT FROM SAID EAST LINE A DISTANCE OF 331.62 FEET;

THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 686.78 FEET AND TANGENT TO A COURSE SOUTH 13°51'40" WEST A DISTANCE OF 175.70 TO THE PLACE OF BEGINNING, IN PIERCE COUNTY, WASHINGTON;

EXCEPT SOUTH 15TH STREET;

ALSO EXCEPT THAT PART LYING SOUTH OF 15TH STREET.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.