



INTERAGENCY AGREEMENT
Between
DEPARTMENT OF NATURAL RESOURCES
and
TACOMA POWER
NO. 92-097538

This Interagency Agreement (“Agreement”) is made and entered into between the Washington State Department of Natural Resources (“DNR”), and the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power) (“Tacoma Power”), together, the “Parties.”

DNR and Tacoma Power enter into this Agreement under Chapter 39.34 RCW, the Interlocal Cooperation Act.

Tacoma Power acquired a perpetual easement, Lewis County AFN No. 713264, from Weyerhaeuser Company on July 7, 1967 (“Weyerhaeuser Easement”), attached as Exhibit A, for access to, over, under, and across the following described land in Lewis County, Washington:
Lots 4, 5, 6, and 7 of Section 24, Township 12 North, Range 1 East, and NE1/4 of the NW1/4 of Section 30, Township 12 North, Range 2 East, W.M.

DNR acquired the underlying land encumbered by the Weyerhaeuser Easement from Weyerhaeuser Company as the successor-in-interest. The Parties have a dispute regarding the obstruction of access provided by the Weyerhaeuser Easement, Tacoma Power’s rights under the Weyerhaeuser Easement, whether Tacoma Power’s rights are subject to the Washington State Forest Practices Act permitting process, and whether the disputed obstruction of access has any impact to an adjoining easement identified by Lewis County AFN 714076, located in Section 23, Township 12 North, Range 1 East, W.M., (“Scott Paper Company Easement”), attached as Exhibit B.

The Parties desire to resolve their dispute regarding the Weyerhaeuser Easement in a manner that will provide Tacoma Power full easement access over DNR managed state lands from a county road to Tacoma Power’s Cowlitz River Barrier Dam (“Barrier Dam”) and to allow Tacoma Power full exercise of its rights established under the Scott Paper Company Easement.

The Parties hereby agree as follows:

1.0 Purpose. The purpose of this Agreement is to outline the process by which the Weyerhaeuser Easement will be superseded and replaced with a perpetual easement over a segment of new road to be constructed by DNR, at Tacoma Power's expense, together with a grant by DNR to Tacoma Power of an additional easement over an existing DNR road, to provide Tacoma Power improved access to the Barrier Dam. These actions will fully resolve the Parties' dispute as outlined above. By entering this Agreement, DNR does not admit to any liability, nor shall such an admission be construed against DNR, which disputes liability to Tacoma Power.

2.0 Claims.

A. Release of Claims; Withdrawal of Tort Claim. Concurrent with the execution of this Agreement, and as partial consideration for this Agreement, Tacoma Power shall:

1. Sign the Release of Claims attached as Exhibit C ("Release"), which shall fully release DNR from any claims for damages related to the Weyerhaeuser Easement and easement road or roads, if any, in Section 24, Township 12 North, Range 1 East, W.M., and Section 30, Township 12 North, Range 2 East, W.M., and the Scott Paper Company Easement located on Lots 7 and 8 of Section 23, Township 12 North, Range 1 East, W.M., except as limited herein.

a. Tacoma Power reserves the right to file future claims against DNR for damages if an event occurs that ultimately causes loss or harm to Tacoma Power at or with the Barrier Dam during the period of time between the Effective Date, set forth in Section 6.0, and the date on which DNR notifies Tacoma Power that the New Road is useable by Tacoma Power for heavy construction equipment to access the Barrier Dam.

2. Sign a letter of withdrawal of its tort claim filed on April 20, 2016, with the Washington State Department of Enterprise Services, Office of Risk Management, against the State of Washington, Department of Natural Resources, under the claimant name City of Tacoma, Tacoma Public Utilities, Light Division, attached as Exhibit D.

Execution of the Release and letter of withdrawal of the tort claim by Tacoma Power is a condition precedent to DNR incurring any cost to design, permit, and construct a new road and the execution of the perpetual easement described in Section 3.0 below. The signed Release and letter of withdrawal shall be placed in escrow as provided in Section 5.0. Escrow shall be instructed to release these documents to DNR upon the recording of the New Road Easement as provided in Section 3.0.

3.0 New Road.

A. Construction. DNR shall design and build a new road on DNR land in Section 24, Township 12 North, Range 1 East, W.M., located approximately as shown on Exhibit E, and according to the road plan on Exhibit F ("New Road") ending at the Barrier Dam. DNR shall construct the

New Road to withstand normal year-round heavy commercial vehicular traffic. DNR shall complete construction of the New Road within one year of the Effective Date, subject to all necessary permits and other necessary approvals, if any, being obtained by DNR.

B. Permitting. DNR shall draft and submit the forest practices permit application required for the New Road. Tacoma Power shall cooperate and assist as necessary for the completion of the application. DNR shall perform the cultural resources review for the proposed road location and draft the SEPA checklist as the lead agency. For SEPA purposes, Tacoma Power shall be the proponent of the project.

C. Easement Conveyance. DNR shall grant Tacoma Power a nonexclusive perpetual easement in the form of Exhibit G (“New Road Easement”), that will give Tacoma Power access over the New Road and across the remaining portions of the W-1301 Road extending from the Barrier Dam to the Scott Paper Company Easement located in Section 23, Township 12 North, Range 1 East, W.M. The New Road Easement shall be upon the same terms and conditions as the Weyerhaeuser Easement, except that the Parties shall have negotiated terms governing maintenance and shall include the release of easement as set forth in Subsection 3.0 D. The Parties shall sign the New Road Easement at the time this Agreement is signed and DNR shall place the signed original in escrow as provided in Section 5.0. DNR shall prepare and submit to escrow an as-built survey when it has substantially constructed the road and the location is fixed. The survey shall be attached to the New Road Easement as an exhibit and become part of the easement conveyance. Upon receipt of the as-built survey, escrow shall be instructed to submit the New Road Easement for recording by the Lewis County Auditor, at DNR’s expense. The New Road Easement shall be effective as of the recording date.

D. Easement Relinquishment. The New Road Easement shall include a release by Tacoma Power of the segment of the Weyerhaeuser Easement located in Lot 6 and Lot 7 of Section 24, Township 12 North, Range 1 East, W.M., and generally west of the intersection of the New Road and the DNR’s existing road located in Lot 6, also known as W-1301.

E. Maintenance. The duty to provide maintenance and repair of the New Road is set forth in Subsection 4.0 D.

F. Payment. Tacoma Power shall pay DNR the cost of permitting and construction of the New Road up to **ONE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$148, 268.00)**. Tacoma Power shall place this sum into escrow as provided in Section 5.0. Escrow shall be instructed to release the funds to DNR after the New Road Easement is recorded by the Lewis County Auditor.

4.0 Existing DNR Road.

A. Easement Conveyance. DNR shall grant to Tacoma Power a nonexclusive perpetual easement, substantially in the form of Exhibit H (“Existing Road Easement”), that will provide Tacoma Power access over an existing DNR road in Sections 24, 25 and 36, Township 12 North, Range 1 East, W.M., and Sections 27, 28, 30, 31, 32, 33, 34, and 35, Township 12 North, Range 2 East, W.M. (“Existing Road”), located approximately as shown on Exhibit I.

The Parties shall sign the Existing Road Easement at the time this Agreement is signed and DNR shall place the signed original in escrow as provided in Section 5.0. Consideration for the Existing Road Easement, to be paid by Tacoma Power, shall be TWENTY FIVE THOUSAND ONE HUNDRED FORTY SEVEN AND 20/100 DOLLARS (\$25,147.20), which is two percent of the cost to reconstruct the Existing Road and bare land value as of the Effective Date of this Agreement. Upon payment of the consideration into escrow, escrow shall be instructed to submit the Existing Road Easement for recording by the Lewis County Auditor, at DNR's expense. The Existing Road Easement shall be effective upon the recording date. The Existing Road Easement, together with the New Road Easement, will provide Tacoma Power complete easement access to the Barrier Dam.

B. Easement Relinquishment. The Existing Road Easement shall include a release by Tacoma Power of the segment of the Weyerhaeuser Easement located east of the intersection between the New Road and DNR's Existing Road located in Lots 4, 5 and 6 of Section 24, Township 12 North, Range 1 East, W.M., and in Section 30, Township 12 North, Range 2 East, W.M., also known as the W-1302 Road. The Parties intend that this easement relinquishment, together with the relinquishment required in Subsection 3.0 D, will provide a complete release of the Weyerhaeuser Easement.

C. Road Use Permit. If for any reason beyond the reasonable control of the Parties the Existing Road Easement is not conveyed to Tacoma Power as provided by this Agreement, DNR shall issue Tacoma Power a use permit ("Road Use Permit"), in the form of Exhibit J, to provide Tacoma Power access to the Barrier Dam over the Existing Road for "administrative use" as defined in the DNR permit pending the conveyance of the Existing Road Easement to Tacoma Power. Consideration for the Road Use Permit is set forth in Subsection E.

D. Maintenance – New Road and Existing Road. DNR shall maintain the New Road and the Existing Road for a period of five (5) years from the Effective Date for payment of consideration by Tacoma Power as provided in Subsection E. After the initial five-year period, the terms and conditions of the New Road Easement and the Existing Road Easement shall govern maintenance and repair of the New Road and the Existing Road, respectively. It is the intent of the Parties that, under the easements, each Party will bear its fair share of the costs of maintenance and repairs proportionate to their use of the roads, and that Tacoma Power will pay the cost of maintenance and repairs for portions of the roads that are used solely by Tacoma Power.

E. Payment. Tacoma Power shall place the consideration for the Existing Road Easement into escrow as provided in Section 5.0. Escrow shall be instructed to release the funds to DNR after the Existing Road Easement is recorded by the Lewis County Auditor.

Monetary consideration for the Road Use Permit and maintenance for the New Road and Existing Road for the five-year period following the Effective Date is **TWO THOUSAND AND NO/00 DOLLARS (\$2,000.00)**. Tacoma Power shall place this sum into escrow as provided in Section 5.0. Escrow shall be instructed to release these funds at the same time as the release of the New Road construction funds set forth in Subsection 3.0 F.

5.0 Escrow. Tacoma Power shall arrange escrow within five days of execution of this Agreement, absent unforeseen circumstances. The Parties shall place the documents and funds in escrow as provided in this Agreement within 10 days of escrow being opened. Tacoma Power shall pay the escrow company's fees.

6.0 Filing – Effective Date. DNR shall file an executed copy of this Agreement on its website and with the Lewis County, Washington Auditor, as required by RCW 39.34.040. The effective date of this Agreement shall be the date on which it is posted to the DNR website (“Effective Date”). Posting to the DNR website shall not be unduly delayed.

7.0 Period of Performance. The period of performance of this Agreement shall be five years, which shall begin on the Effective Date.

8.0 Payment. The Parties estimate that the cost of accomplishing the work required of DNR by this Agreement will not exceed the combined amounts set forth in Subsections 3.0 F and 4.0 E, above. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a greater amount before beginning any item of work that would cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in the budget, attached hereto as Exhibit K.

Tacoma Power shall pay amounts due from budgeted funds or other available funds of Tacoma Public Utilities.

9.0 Records Maintenance. DNR shall maintain, for the period beginning upon the Effective Date and ending six years after Agreement expiration, all books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review, or audit by personnel of Tacoma Power, other personnel authorized by Tacoma Power, the Office of the Washington State Auditor, and federal officials as authorized by law.

Records and other documents in any medium furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing party, unless otherwise agreed. With the exception of documentation that Tacoma Power is required to file with the Federal Energy Regulatory Commission (FERC), unless required by RCW 42.56 or otherwise by law, the receiving party will not disclose this material to any third party without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

10.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by DNR and Tacoma Power. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

11.0 Independent Capacity. The employees or agents of each Party who are engaged in performing this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

12.0 Amendments. This Agreement may be amended by mutual agreement of the Parties. Amendments shall be in writing and signed by personnel authorized to bind each of the Parties.

13.0 Termination for Cause. If for any cause either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of the terms and conditions, the aggrieved Party will give the other Party written notice of the failure or violation. The aggrieved Party will give the other Party 15 working days to correct the violation or failure. Subject to the dispute procedure of 14.0 below, if the failure or violation is not corrected within 15 working days, the aggrieved Party may immediately terminate this Agreement by notifying the other Party in writing.

14.0 Disputes. If a dispute arises, each Party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement that cannot be resolved by the Parties, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both Parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the Parties may pursue a third party dispute resolution as the Parties mutually agree to in writing.

15.0 Governance. The Parties enter this Agreement under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules; and
- (2) The provisions of this Agreement, including materials incorporated by reference; and
- (3) Case law.

16.0 Compliance with Laws. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations, as applicable.

17.0 Assignment. The Parties shall not assign or delegate the work to be provided under this Agreement and any claim arising from this Agreement in whole or in part, without the express prior written consent of the other Party. Neither Party shall unreasonably withhold consent.

18.0 Waiver. A Party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A Party may waive its rights only through a written amendment to this Agreement.

19.0 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision shall remain valid.

20.0 Insurance. DNR is an agency of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. Tacoma Power is protected by its program of self-insurance.

21.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

22.0 Contract Management. The "Project Coordinator" for each of the Parties shall be the contact person for this Agreement. All communications and billings will be sent to the Project Coordinator.

23.0 Project Coordinators.

- (1) The Project Coordinator for Tacoma Power is:
Toby Brewer, P.E.
Chief Dam Safety Engineer
tbrewer@cityoftacoma.org
253-502-8530

- (2) The Project Manager for DNR is:
Mary McDonald
State Lands Assistant, Pacific Cascade Region
Mary.mcdonald @dnr.wa.gov
(360)575-5003

24.0 Exhibits. The following exhibits are attached and shall be incorporated into this Agreement by reference.

- Ex. A Weyerhaeuser Easement, AFN 713264
- Ex. B Scott Paper Company Easement, AFN 714076
- Ex. C Release of Claims
- Ex. D Withdrawal of Tort Claim
- Ex. E Location of New Road
- Ex. F Road Plan
- Ex. G Form of New Road Easement
- Ex. H Form of Existing Road Easement

- Ex. I Location of Existing Road Easement
- Ex. J Form of Road Use Permit
- Ex. K Budget

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TACOMA POWER

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Linda McCrea 7/30/18
 Signature Date
 Linda McCrea
 Name
 Interim Director of Utilities
 Title

Andrew R. Hayes 8/15/18
 Signature Date
~~Brule Burkhart~~ Andrew R. Hayes
 Name
 Acting Deputy Supervisor for State Uplands Administration
 Title

3628 South 35th Street
Tacoma, WA 98409
 Address
 Telephone

1111 Washington St SE
PO Box 47001
 Address
360-902-1251 1355
 Telephone

Chris Robinson
 Signature Date
 Chris Robinson
 Name
 Power Superintendent
 Title

3628 South 35th Street
Tacoma, WA 98409
 Address
 Telephone

[Signature]
 FINANCE DIRECTOR

APPROVED AS TO FORM:
[Signature]
 DEPUTY CITY ATTORNEY

Exhibit A

1967-139

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713264

EASEMENT

7.00

This indenture, made this 7th day of July, 1967, between WEYERHAEUSER COMPANY, a Washington corporation, hereinafter called the "Grantor", and CITY OF TACOMA, a municipal corporation, its successors and assigns, hereinafter called the "Grantee",

WITNESSETH:

That in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, a perpetual easement and right of access to, over, under and across the following described land of the Grantor located in Lewis County, State of Washington:

NW, SW, SE 24-12-1E
NW 30-12-2E

Lots 4, 5, 6 and 7 of Section 24, Township 12 North, Range 1 East, and the NE 1/4 of the NW 1/4 of Section 30, Township 12 North, Range 2 East, W.M.

Grantee and its duly authorized representatives, agents or contractors shall have the right of ingress and egress at any and all times with whatever men, equipment and/or vehicles that Grantee deems necessary for the purpose of constructing and maintaining a fish barrier dam to be located in Lot 7 of Section 24, T. 12 N., R. 1 E., W. M., and in the Cowlitz River as specified in the map of Appendix A of this instrument and made a part of this instrument and for the purpose of excavating, trenching, building coffer diversion dams in the existing channel or channels of the Cowlitz River and for the purpose of maintaining said fish barrier dam at any and all future times in connection with the operation of Grantee's salmon hatchery facilities on the Cowlitz River.



E-9015

Exhibit A

Grantee shall have the perpetual right to flood with water behind the fish barrier dam to elevation contour 235 feet on Lots 4, 5, 6 and 7 of Section 24, T. 12 N., R. 1 E., W. M.

Grantee shall have the perpetual right to cut, top, slash, trim or clear any and all brush and trees now or hereafter standing or growing upon the above described land of the Grantor. Merchantable timber shall be paid for at the prevailing fair market value at the time of cutting.

Grantee's right of access shall be limited to such use as is necessary for the construction, maintenance and inspection of the fish barrier dam and channels used in conjunction with Grantee's hatchery facilities.

Grantee shall have the right to construct, maintain, repair or rebuild and use the road designated and marked in red color on the map in Appendix B of this instrument which map shall be a part of this instrument.

In accepting this easement the Grantee agrees to protect Grantor and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property, by reason of the performance of any work, character of materials used or manner of installation, dredging, maintenance and operation of the fish barrier dam, of the channel in the Cowlitz River, and of the access road on the described property and in case any suit or action is brought against said Grantor for damages arising out of or by reason of any of the above causes, the Grantee will upon notice to Grantee of commencement of such actions, defend the same at Grantee's cost and expense and will satisfy any judgment after the said suit or action shall have been finally determined if adverse to the Grantor.

E-9015

Exhibit A

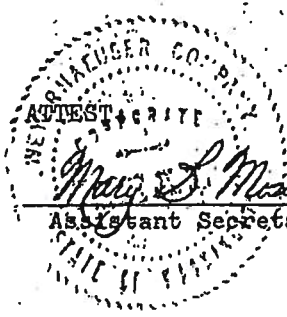
Grantee shall bear a proportionate share of road maintenance based on relative use of road by parties.

Grantor shall have the right to use the said described property for purposes not inconsistent with the uses and purposes of the Grantee.

It is understood and agreed between the parties hereto that the consideration stated herein is accepted by the Grantor herein as full compensation for all rights granted to the Grantee herein and for all damages incidental to the exercise of said rights.

This easement and the rights herein granted to the Grantee shall continue in force until such time as the Grantee gives written notice to the Grantor that the Grantee has abandoned said fish barrier dam and facilities and has no further need for the easement herein described.

IN WITNESS WHEREOF, this instrument has been executed this day and year first above written.



Mary S. Mosier

 Assistant Secretary

WEYERHAEUSER COMPANY

By *James H. Ferguson*

 Manager, Timberland Products

E-9015

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Exhibit A

STATE OF WASHINGTON)
County of Pierce) ss.

On this 11th day of July, 1967,
before me personally appeared Bruce M. Ferguson,
to me known to be the Manager, Timberland Products of the
corporation that executed the within and foregoing instrument,
and acknowledged said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that he was authorized
to execute said instrument and that the seal affixed is the
corporate seal of said corporation.

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



Edward W. Watkinson
Notary Public in and for the State
of Washington, residing at Tacoma.

E-9015

Form approved:

John J. Majeres
Assistant City Attorney

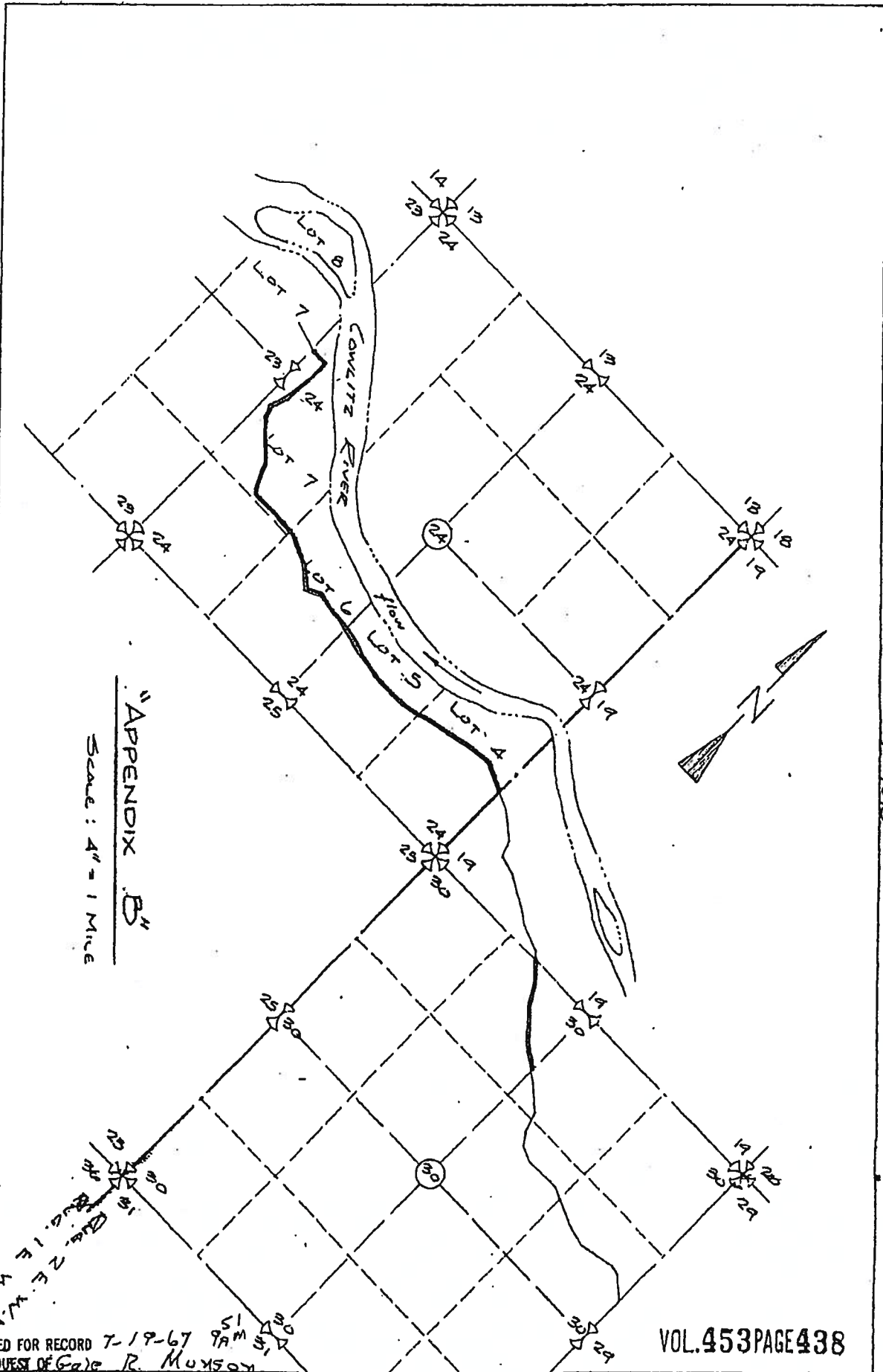
CITY OF TACOMA

ACCEPTED:

[Signature]
Director of Utilities

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Exhibit A

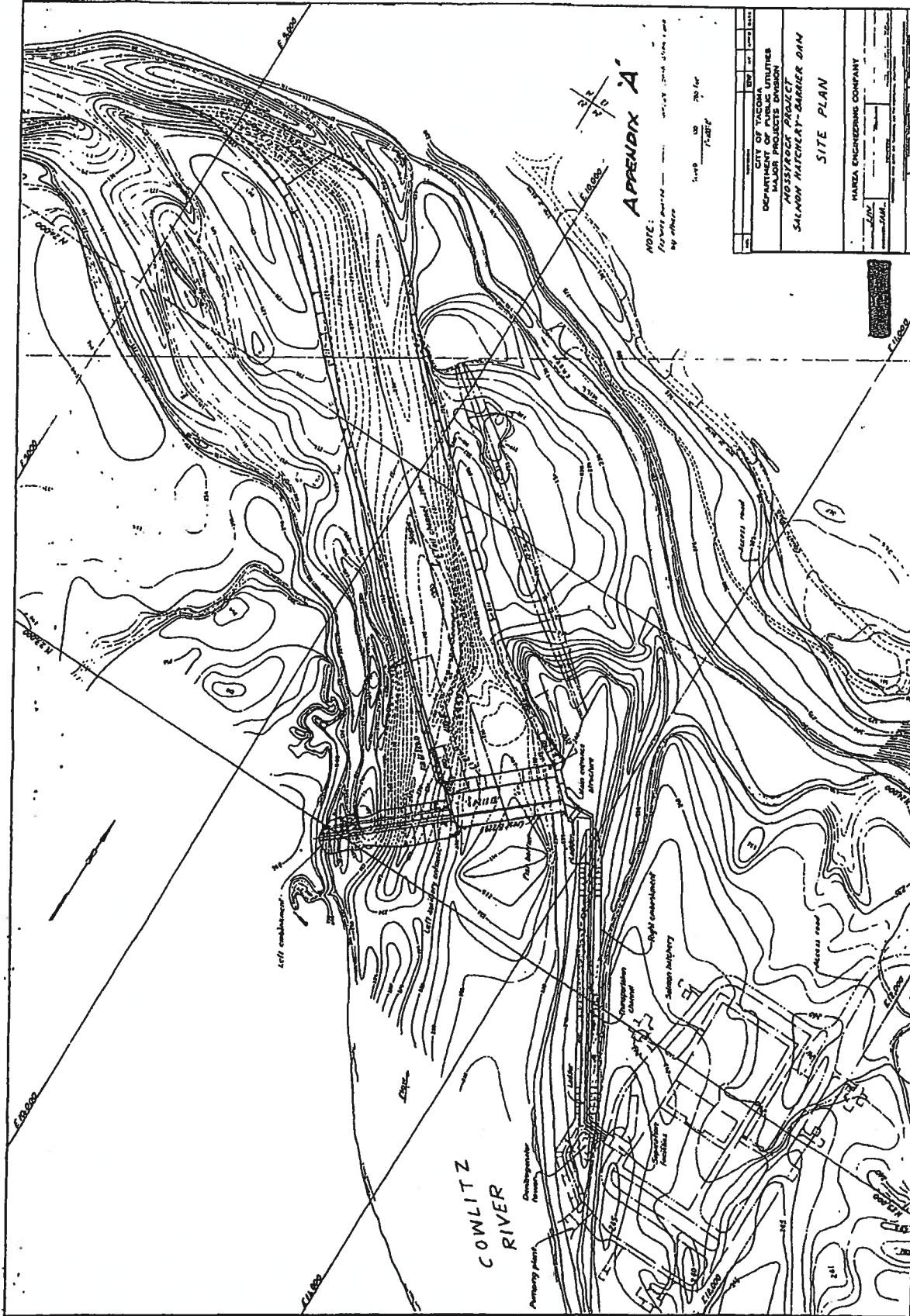


E-9015

FILED FOR RECORD 7-19-67 9 AM '67
 REQUEST OF Gale R. MURPHY
 ROBERT I. YENEMON, Lewis County Auditor

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CITY OF Tacoma, P.O. Box 11007, Tacoma, Wn. 98411



1967-140

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RECORDED - FILED - NOT PAGE
REQUEST OF THIS SUBMITTER

07 AUG 8 PM 4:40

FOR THE COUNTY CLERK, AUDITOR
LEWIS COUNTY

EASEMENT

This indenture, made this 19th day of July, 1967, between SCOTT PAPER COMPANY, a Pennsylvania corporation, authorized to do business in the State of Washington, hereinafter called the "Grantor", and CITY OF TACOMA, a municipal corporation, its successors and assigns, hereinafter called the "Grantee",

WITNESSETH:

That in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby quitclaims and conveys to the Grantee, for the limited purposes hereinafter specified, a non-exclusive perpetual easement and right of access to, over, under and across the following described land of the Grantor, located in Lewis County, State of Washington:

Lots 7 and 8 of Section 23, Township 12 North, Range 1 East, W.M.

The rights herein conveyed shall include the non-exclusive right to construct, maintain, repair or rebuild and use the road designated and marked in red color on the map in Appendix B of this instrument, which map shall be a part of this instrument.

Grantee and its duly authorized representatives, agents or contractors may exercise the rights herein conveyed solely for the purpose of constructing, maintaining and inspecting a fish barrier dam to be located in the Cowlitz River as specified in the map of Appendix A of this instrument and made a part of this instrument and for the purpose of excavating, dredging, trenching, building coffer diversion dams in the existing channel or channels of the Cowlitz River and for the purpose of maintaining said fish barrier dam and river channel at

NE 23-12-1E

E-90-16

Exhibit B

any and all future times in connection with the operation of Grantee's salmon hatchery facilities on the Cowlitz River, and shall have the right of ingress and egress at any and all reasonable times with whatever men, equipment and/or vehicles that Grantee deems necessary for said purposes. Grantee shall exercise said rights in such manner that interference with the Grantor's uses of the above described land shall be kept to the least practicable minimum.

Grantee shall have the right to cut, top, slash, trim or clear any and all brush and trees now or hereafter standing or growing upon the above described land of the Grantor as is necessary for the construction and maintenance of the aforesaid road and barrier dam and channel.

Grantee shall indemnify and hold Grantor harmless from any and all loss, cost, expense or damage (including but not limited to personal injury, death and property damage) which may be sustained by Grantor and which is due to, caused by or arises out of any act or omission of Grantee under color of the exercise of the rights herein conveyed. Property damage shall be deemed to include but is not limited to loss of or damage to merchantable timber, plantations, young growth and reproduction.

It is understood and agreed between the parties hereto that the consideration stated herein is accepted by the Grantor herein as full compensation for all rights granted to the Grantee herein and for all normal damages incident to the exercise of said rights in the initial construction of said road and coffer diversion dams.

This easement and the rights herein granted to the Grantee shall continue in force until such time as the Grantee gives written notice to the Grantor that the Grantee has abandoned said fish barrier

E-9016

Exhibit B

dam and facilities and has no further need for the easement herein described.

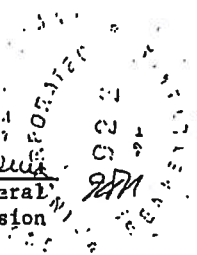
IN WITNESS WHEREOF, this instrument has been executed this day and year first above written.

SCOTT PAPER COMPANY

ATTEST:

By W. T. Peabody
Assistant Secretary

By Robert I. Thieme
Vice President; and General
Manager-West Coast Division



Accepted by:
CITY OF TACOMA

By [Signature]
Director of Utilities

ATTEST:

By Jean Mauer
Clerk of the Board

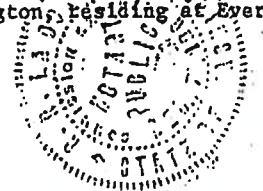
Approved as to form:
[Signature]
Assistant City Attorney

(STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 19th day of July, 1967, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT I. THIEME and W. T. PEABODY, to me known to be the Vice President; and General Manager-West Coast Division, and Assistant Secretary, respectively, of SCOTT PAPER COMPANY, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

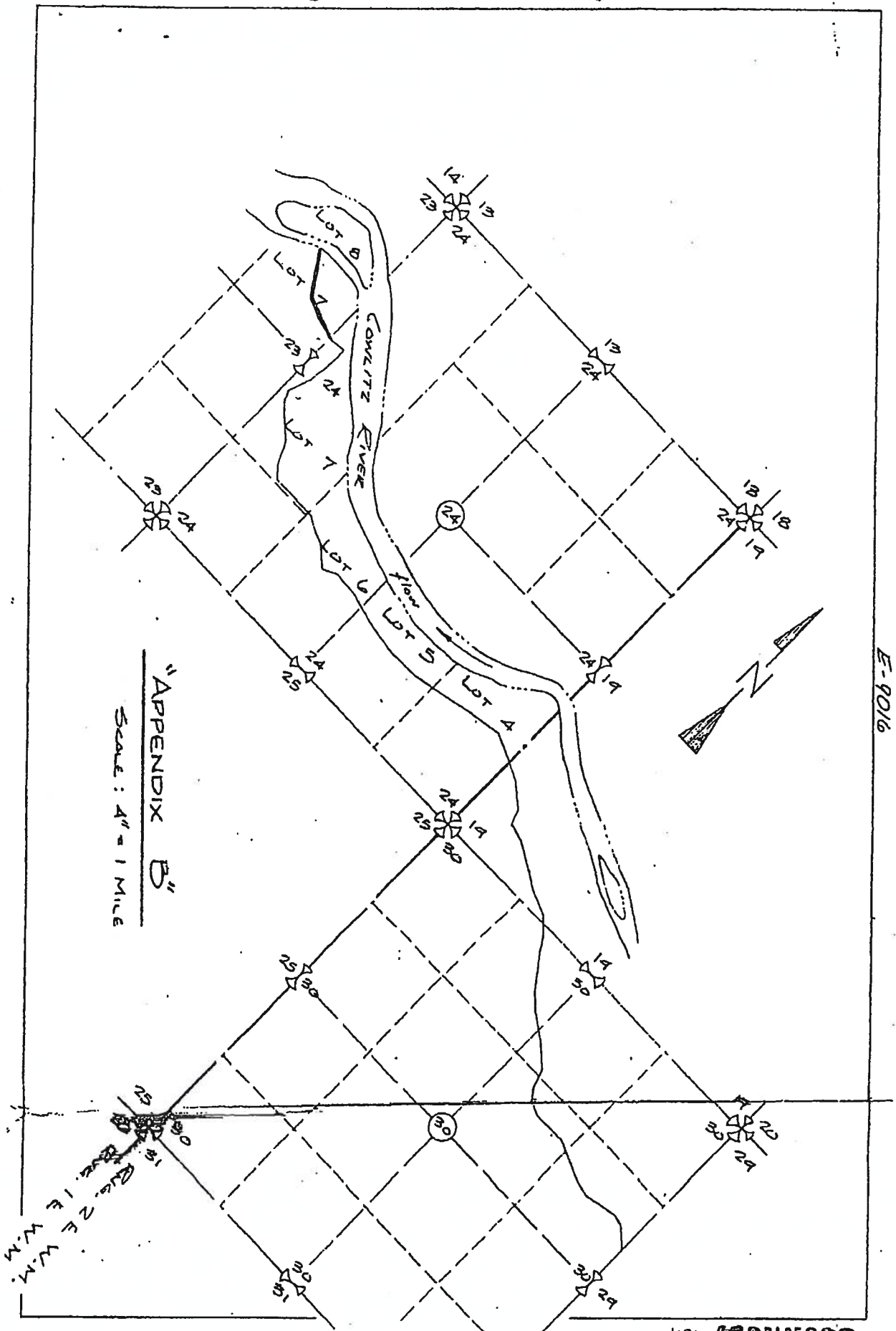
WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

[Signature]
Notary Public in and for the State
of Washington, residing at Everett.



E-9016

Exhibit B



"APPENDIX B"

SCALE: 4" = 1 MILE

1/2 MI. E. 2 E. W. 1/4
1/4 MI. E. 2 E. W. 1/4

E-9016

Exhibit C

RELEASE OF CLAIMS

by

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

TACOMA POWER DIVISION

1. Release.

As partial consideration for the State of Washington, Department of Natural Resources (“DNR”) entering into Interagency Agreement No. 92-097538, entered this same date, the City of Tacoma, Tacoma Public Utilities, Tacoma Power (“Tacoma”), forever releases DNR, its officials, employees, representatives, agents, and successors and assigns (“Released Parties”), from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, and expenses of any nature whatsoever (“Claims”), including but not limited to costs, losses, and expenses arising from property damages or losses to Tacoma’s Cowlitz River Barrier Dam or other structures, land or timber, and, interest, penalties, attorney fees, and costs, whether presently known or unknown, which in any way arise out of the alleged obstruction of access described in the tort claim filed by Tacoma with the State of Washington Department of Enterprise Services, Office of Risk Management on April 20, 2016; provided that this release of Claims shall not apply to an event which occurs, ultimately causing loss or harm to Tacoma, during the period of time between the Effective Date of the Interagency Agreement and the date on which DNR notifies Tacoma that the New Road, as defined in the Interagency Agreement, is usable by heavy construction equipment to access the dam, or the date on which DNR grants Tacoma an easement over the New Road, whichever is earlier.

2. Governing Law.

This Release shall be construed and interpreted according to the laws of the State of Washington.

3. Denial of Liability.

The undersigned acknowledges that DNR’s execution of the Interagency Agreement, and its agreement to the terms of this Release, to resolve the dispute between the parties, is not to be construed as an admission of liability by DNR, which disputes any liability to the undersigned, but that said actions by DNR are made and accepted in full accord and satisfaction of, and in

Exhibit C

compromise of, a disputed claim and for the purpose of terminating a disputed claim or litigation between the parties.

4. **Subrogation and Lien Claims.**

The undersigned acknowledges and represents that no other person or entity has or has had any interest in the claims referred to in this Release. The undersigned further represents, to the best of his knowledge, that there are no lien claims or subrogation claims or interests related to Tacoma's Claims arising out of the alleged obstruction of access. Should any lien claims, subrogation claims, or interests arise from Tacoma's Claims in the future, Tacoma is obligated under this Release to resolve such claims.

5. **Warranty of Capacity to Execute Release.**

The undersigned warrants that he, on behalf of Tacoma, has the right and authority to execute this Release and to receive the consideration specified herein.

6. **All Writings Contained Herein.**

This Release is executed concurrently with the Interagency Agreement referenced above, is signed on the same date, and together, represent and contain the entire understanding of the undersigned relating to the matters covered by this Release. There are no representations, covenants, or undertakings other than those expressly set forth in this Release and the Interagency Agreement.

DATED this ____ day of _____, 2018.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES,
a Washington municipal corporation

By: _____
Linda McCrea
Interim Utilities Director

Approved as to Form:

By: _____
M. Joseph Sloan
Deputy City Attorney

Exhibit D



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

DRAFT NOT EFFECTIVE UNTIL SIGNED

July 23, 2018

Jason Siems
Risk Manager
Department of Enterprise Services
Office of Risk Management
1500 Jefferson Street SE
MS 41466
Olympia, WA 98504-1466

RE: April 20, 2016 Claim of City of Tacoma, Tacoma Public Utilities, Light Division (Tacoma Power), against the State of Washington, Department of Natural Resources – Cowlitz River

Dear Mr. Siems:

As the Power Section Manager for Tacoma Power, a division of Tacoma Public Utilities, I am notifying your Office that pursuant to the provisions of the Interagency Agreement between Department of Natural Resources and Tacoma Power, Tacoma Power hereby withdraws its claim for damages and impacts related to the damage and obstruction of its easement access road to the fish barrier dam on the Cowlitz River.

Sincerely,

Chris Mattson, Power Section Manager
Tacoma Power

Exhibit E Tacoma Public Utilities Barrier Dam Access

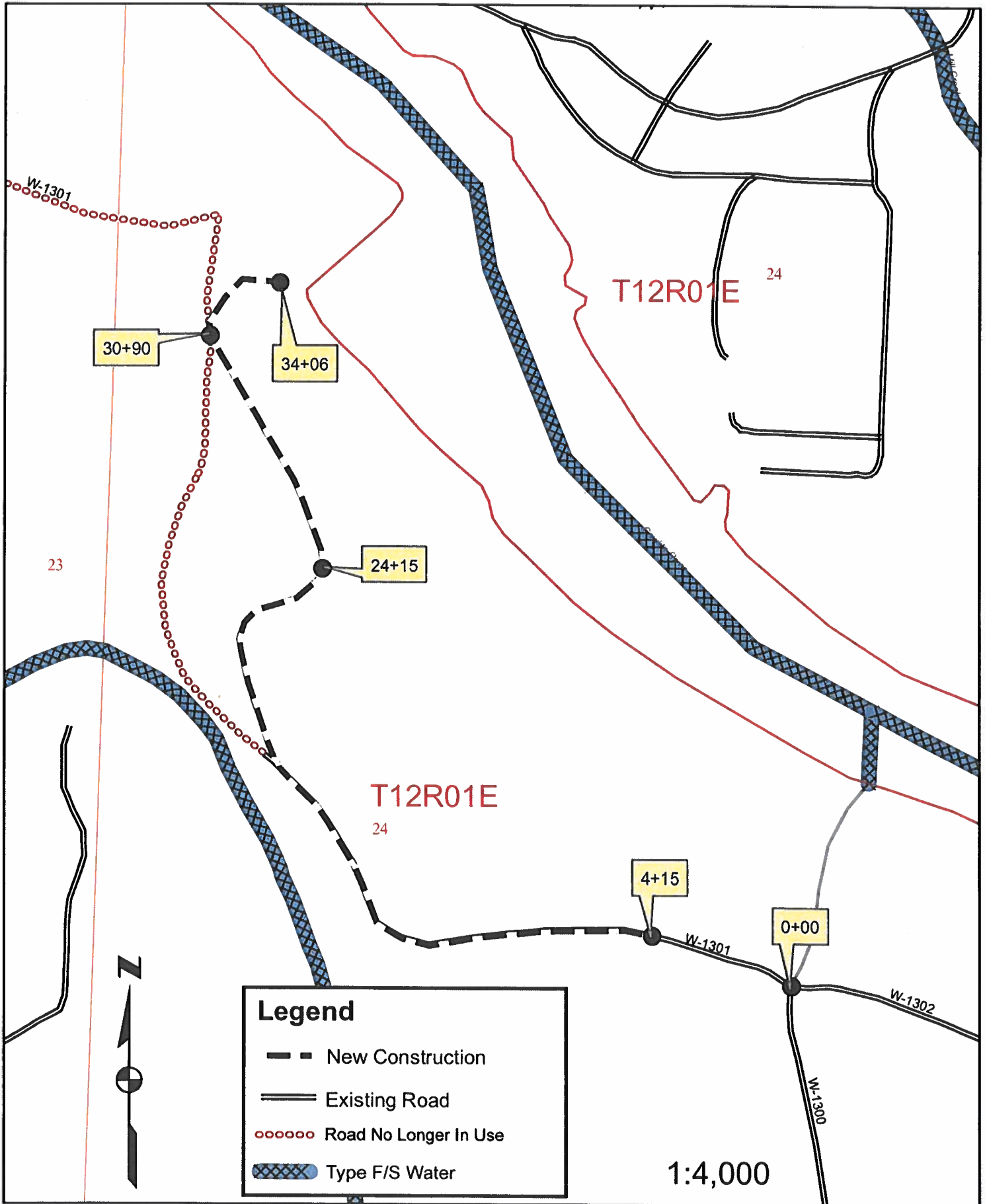


Exhibit F

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

TACOMA PUBLIC UTILITIES ACCESS ROUTE ROAD PLAN
LEWIS COUNTY

STAFF ENGINEER: JERRY MIZAR
PROJECT MANAGER: WILL HOSKINS

DATE: 7/20/2017

Note: For the purposes of this document all references to State refer to Washington State Dept. of Natural Resources Pacific Cascade Region.

SECTION 0 – SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE

Clauses in this road plan apply to all road related work, unless otherwise noted.

SECTION 1 – GENERAL

1-1 ROAD PLAN CHANGES

If a change from this road plan is warranted including, but not limited to, relocation, extension, change in design; the State reserves the right to perform so long as the total cost of the change does not increase the original estimated cost.

1-2 UNFORESEEN CONDITIONS

Quantities established in this road plan are minimum acceptable values. Additional quantities required due to unforeseen conditions will be at States' expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

1-3 ROAD DIMENSIONS

Road work shall be in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

Exhibit F

1-4 ROAD TOLERANCES

The State shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

<u>Tolerance Class</u>	<u>B</u>
Road and Subgrade Width (feet)	+1.5
Subgrade Elevation (feet +/-)	1.0
Centerline alignment (feet lt./rt.)	1.5

1-6 ORDER OF PRECEDENCE

Any conflict or inconsistency in the road plan will be resolved by giving the documents precedence in the following order:

1. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
2. Road Plan Clauses.
3. Typical Section Sheet.
4. Standard Lists.
5. Standard Details.

In case of any ambiguity or dispute over interpreting the road plan, the State's or designee's decision will be final.

1-8 REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

The State shall at their own expense repair or replace all materials, roadway infrastructure, and road components damaged during road work activities. The State will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation.

1-9 DAMAGED METALLIC COATING

Any damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint.

1-15 ROAD MARKING

The proposed road centerline is marked in the field with orange flagging and identified on the attached map.

1-22 WORK NOTIFICATIONS

The State shall notify the State Forest Practices a minimum of 48 hours before work begins.

1-29 SEDIMENT RESTRICTION

No silt-bearing runoff shall enter any streams.

Exhibit F

1-32 BRIDGE SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge surfaces at any time. If equipment must run on bridge surfaces, then rubber tired equipment or other methods, approved in writing by State, must be used.

If tracked equipment is used on bridge surfaces, all operations shall cease immediately. Any dirt, rock, or other material tracked or spilled on the bridge surface(s) shall be removed and have surface(s) evaluated for any damage. Any damage to the surface(s) will be repaired, at the States expense.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

3-5 CLEARING

All vegetative material larger than 2 inches DBH or over 5 feet between the clearing limits specified on the TYPICAL SECTION SHEET and within waste and debris areas shall be felled. Clearing must be completed before starting excavation and embankment.

3-7 RIGHT-OF-WAY DECKING

All right-of-way timber shall be decked. Decks must be parallel to the road centerline and placed within the cleared right-of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by standard log loading equipment from the roadbed.

3-8 PROHIBITED DECKING AREAS

Right-of-way timber shall not be decked in the following areas:

- Within the grubbing limits.
- Within 50 feet of any stream.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- On slopes greater than 45%.
- Against standing trees.

3-10 GRUBBING

All stumps between the grubbing limits specified on the TYPICAL SECTION SHEET shall be removed. Any stumps with undercut roots outside the grubbing limits shall also be removed.

3-12 STUMP PLACEMENT

All grubbed stumps shall be placed outside of the grubbing limits and in compliance with all other clauses in this road plan. Stumps must be positioned upright, with root wads in contact with the forest floor on stable locations.

Exhibit F

3-14 STUMPS WITHIN DESIGNATED WASTE AREAS

Stumps within waste areas are not required to be removed provided they are cut flush with the ground.

3-20 ORGANIC DEBRIS DEFINITION

Organic debris is defined as all vegetative material that is larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.

3-21 DISPOSAL COMPLETION

All organic debris shall be removed from the road surface, ditchlines, and culvert inlets and outlets.

3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS

Waste areas for organic debris are located within the cleared right-of-way or in natural opening areas as approved.

3-23 PROHIBITED DISPOSAL AREAS

Organic debris shall not be placed in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream, or wetland.
- On road subgrades, or excavation and embankment slopes.
- On slopes greater than 45%.
- On locations where brush can fall into the ditch or onto the road surface.

3-24 BURYING ORGANIC DEBRIS RESTRICTED

Organic debris shall not be buried unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS

Organic debris shall be scattered outside of the grubbing limits.

3-32 END HAULING ORGANIC DEBRIS

On slopes greater than 45%, all organic debris shall end haul or push to the designated waste areas specified in Clause 3-22 DESIGNATED WASTE AREA FOR ORGANIC DEBRIS.

3-33 CLEAN UP

All generated refuse shall be removed from State lands for proper disposal. No refuse shall be burned, buried or abandoned on State forest lands. All refuse shall be transported in a manner such that it is in compliance with RCW 70.93 and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

Exhibit F

SECTION 4 – EXCAVATION

4-1 EXCAVATOR CONSTRUCTION

On slopes greater than 45%, a track mounted hydraulic excavator shall be used for construction work.

4-2 PIONEERING

Pioneering may not extend more than 2000 feet beyond completed construction. In addition, the following actions must be taken as pioneering progresses:

- Drainage must be provided on all uncompleted construction.
- Road pioneering operations may not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings must be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS

These standards shall be followed for road grade and alignment:

- Grade and alignment must have smooth continuity, without abrupt changes in direction.
- Maximum grades may not exceed 16 percent favorable and 16 percent adverse.
- Minimum curve radius is 60 feet at centerline.
- Maximum grade change for sag vertical curves is 5% in 100 feet.
- Maximum grade change for crest vertical curves is 4% in 100 feet.

4-4 SWITCHBACK STANDARDS

A switchback is defined as a curved segment of road between a beginning and end of the same curve, where the change of traffic travel direction is greater than 90 degrees.

These standards shall be followed for switchbacks:

- Maximum adverse grades for switchbacks is 10% of the curve radius.
- Maximum favorable grades for switchbacks is 12%.
- Maximum transition grades entering and leaving switchbacks is a 5% grade change.
- Transition grades required to meet switchback grade limitations must be constructed on the tangents preceding and departing from the switchbacks.

Exhibit F

4-5 CUT SLOPE RATIO

Constructed excavation slopes shall be no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

4-6 EMBANKMENT SLOPE RATIO

Constructed embankment slopes shall be no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

4-7 SHAPING CUT AND FILL SLOPE

Constructed excavation and embankment slopes shall be to a uniform line and left rough for easier revegetation.

4-8 CURVE WIDENING

The minimum widening placed on the inside of curves is:

- 6 feet for curves of 50 to 79 feet radius.
- 4 feet for curves of 80 to 100 feet radius.

4-9 EMBANKMENT WIDENING

The minimum embankment widening is:

- 2 feet for embankment heights at centerline of 2 to 6 feet.
- 4 feet for embankment heights at centerline of greater than 6 feet.

Embankment widening shall be applied equally to both sides of the road to achieve the required width.

4-12 FULL BENCH CONSTRUCTION

Where side slopes exceed 45%, full bench construction shall be used for the entire subgrade width. Waste material shall be end hauled to a location approved by the Project Manager.

Exhibit F

4-25 DITCH CONSTRUCTION AND RECONSTRUCTION

Ditches shall be constructed into the subgrade as specified on the TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the subgrade.

4-28 DITCH DRAINAGE

Ditches must drain to cross-drain culverts or ditchouts.

4-29 DITCHOUTS

Ditchouts shall be constructed as needed. Ditchouts must be constructed in a manner that diverts ditch water onto the forest floor and must have excavation backslopes no steeper than a 1:1 ratio.

4-35 WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.

4-36 DISPOSAL OF WASTE MATERIAL

Waste material may be sidecasted on side slopes up to 45% if the waste material is compacted and free of organic debris. On side slopes greater than 45%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas identified in Clause 4-37 WASTE AREA LOCATION.

4-37 WASTE AREA LOCATION

Waste material shall be deposit in areas identified in the table below or approved by the Project Manager. The amount of material allowed in a waste area is at the discretion of the Project Manager.

<u>Road</u>	<u>Station</u>	<u>Remarks</u>
W-1301	4+15	South side of road.

4-38 PROHIBITED WASTE DISPOSAL AREAS

Waste material shall not be deposit in the following areas:

- Within 25 feet of a cross drain culvert.
- Within 50 feet of a live stream or wetland.
- On side slopes steeper than 45%.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.
- Against standing timber.

4-55 ROAD SHAPING

The subgrade and surface shall be shaped as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

Exhibit F

4-60 FILL COMPACTION

All embankment and waste material shall be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width of each lift. A plate compactor must be used for embankment and waste area segments too narrow to accommodate equipment. Waste material may be placed by end-dumping or sidecasting until sufficiently wide enough to support the equipment.

4-61 SUBGRADE COMPACTION

Constructed subgrades shall be compacted in accordance with the COMPACTION LIST by routing equipment over the entire width except ditch. The Project Manager shall approve subgrade compaction before rock application.

SECTION 5 – DRAINAGE

5-5 CULVERTS

Culverts shall be installed as part of this contract. Culverts must be installed concurrently with subgrade work and must be installed before subgrade compaction and rock application. Culvert spacing and the minimum requirements for culvert length and diameter are shown on the tables below unless otherwise noted. Culvert, downspout, and flume lengths may be adjusted to fit as-built conditions and may not terminate directly on unprotected soil. Culverts must be new material and meet the specifications in Clauses 10-15 through 10-23.

Road Grade	Spacing
0 - 2 percent	1000 feet
3 - 6 percent	750 feet
7 - 12 percent	500 feet
>12 percent	300 feet

Location (Use)	Culvert Size		Fill Height
	Diameter (inches)	Length (feet)	
Cross Drain	18	30	< 2 ft
		40	2ft to 3ft
		50	3+ft to 5ft
Live Water/Stream	24	30	< 2 ft
		40	2ft to 3ft
		50	3+ft to 5ft

Exhibit F

Note:

- A cross drain culvert must be installed within 100ft and on the uphill side of all live water/stream crossings. In locations where a cross drain culvert will direct ditch water into the live water/stream, the installation of an alternative ditch water disconnect shall be approved in writing by the State.
- A cross drain culvert must be installed in all locations where the road grade creates a sag vertical curve.

5-15 CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations.

5-17 CROSS DRAIN SKEW AND SLOPE

Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.

5-18 CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point.

5-20 ENERGY DISSIPATERS

Energy dissipaters shall be installed at all cross drain culverts.

Rock used for energy dissipaters must be light loose rip rap. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. Rock must be set in place by machine. Placement must be by zero-drop-height method only.

5-25 CATCH BASINS

Catch basins shall be constructed in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long.

Exhibit F

5-26 HEADWALLS FOR CROSS DRAIN CULVERTS

Headwalls shall be constructed in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all culvert locations. Rock used for headwalls must be Pit Run Rock. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Placement must be by zero-drop-height method only.

SECTION 6 – ROCK AND SURFACING

6-5 ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST shall be obtained from any commercial source or State source.

6-20 ROCK GRADATION TYPES

Rock shall be provided in accordance with the types and amounts listed in the ROCK LIST. Rock must meet the following specifications for gradation and uniform quality when placed in hauling vehicles.

6-22 FRACTURE REQUIREMENT FOR ROCK

A minimum of 50% by visual inspection of coarse aggregate must have at least one fractured face. Coarse aggregate is the material greater than 1/4-inch in size.

6-39 6-INCH JAW RUN ROCK

% Passing 6" in one dimension	100%
% Passing 3" square sieve	45 - 65%

Rock may not contain more than 5 percent organic debris and trash. All percentages are by weight.

6-41 PIT RUN ROCK

No more than 50 percent of the rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension Pit Run rock may not contain more than 5 percent by weight of organic debris, dirt, or trash.

Exhibit F

6-50 LIGHT LOOSE RIP RAP

Rip rap must consist of angular, hard, sound, and durable stone. It must be free from segregation, seams, cracks, and other defects. Light loose rip rap must be free of rock fines, soil, organic debris or other extraneous material, and must meet the following requirements:

<u>At Least/Not More Than</u>	<u>Size Range</u>
20% / 90%	20" - 36"
80% / --	12" - 30"
10% / 20%	3" - 8"

6-70 APPROVAL BEFORE ROCK APPLICATION

The Project Manager shall give approval for subgrade construction and drainage before rock application.

6-71 ROCK APPLICATION

Option 1 or Option 2 on the ROCK LIST shall be used. Rock shall be applied in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted COMPACTION LIST by routing equipment over the entire width.

6-73 ROCK FOR WIDENED PORTIONS

Rock shall be applied to turnarounds, turnouts, and areas with curve widening to the same depth and specifications as the traveled way.

SECTION 7 – STRUCTURES

7-70 GATE CLOSURE

On the following road, gates shall be kept closed and locked except during periods of haul. All gates must be closed at termination of use.

<u>Road</u>	<u>Station</u>
W-1300	95+00

SECTION 8 – EROSION CONTROL

8-2 PROTECTION FOR EXPOSED SOIL AND SEED

A 4-inch layer of straw shall be evenly spread to all exposed soils. Soils may not sit exposed during any rain event.

Exhibit F

8-15 VEGETATION

Grass seed shall be spread on all exposed soils resulting from road work activities. Cover all exposed soils using manual dispersal. Other methods of covering must be approved in writing by the State.

8-25 GRASS SEED

The seed mixture listed below shall be spread on all exposed soil at a rate of 50 pounds per acre:

1. Weed seed may not exceed 0.5% by weight.
2. All seed species must have a minimum 90% germination rate, unless otherwise specified.
3. Seed must be certified.
4. Seed must be furnished in standard containers showing the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed must conform to the following mixture unless a comparable mix is approved by the Project Manager.

<u>Kind and Variety of Seed in Mixture</u>	<u>% by Weight</u>
Perennial Rye	35-45
Red Fescue	30-40
Highland Bent	5-15
White Clover	10-20
Inert and Other Crop	0.5

SECTION 10 MATERIALS

10-17 CORRUGATED PLASTIC CULVERT

Polyethylene culverts must meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts must be Type S – double walled with a corrugated exterior and smooth interior.

10-22 PLASTIC BAND

Plastic coupling and end bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe joint.

Exhibit F

SECTION 11 REGULATION

HAZARDOUS MATERIALS

A. Hazardous Materials and Waste – Regulatory Compliance

The State is responsible for understanding and complying with all applicable local, State, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. The State shall be responsible for restoring the site in the event of a spill.

B. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).

C. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, the State shall take immediate action to contain and control all hazardous material spills. The state shall ensure that a spill kit is on site. At a minimum, a quick response kit capable of absorbing 4 to 6 gallons of oil, coolant, solvent or contaminated water shall be available on site. If large quantities of bulk fuel/other hazardous materials are stored on site, the State must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume.

D. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology. It is the responsibility of the State to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the State is responsible for notifying the following: Appropriate Department of Ecology regional office (contact information below) and the Project Manager.

DOE - Southwest Region: 1-360-407-6300

(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

11-3 INDUSTRIAL FIRE PRECAUTION LEVEL

Operators shall check the current DNR Industrial Fire Precaution Level each morning prior to starting work and follow all requirements associated with the current fire precaution level. The State shall conduct all activities in full accordance with rules and regulations for forest fire protection, including RCW 76.04 and WAC 332-24.

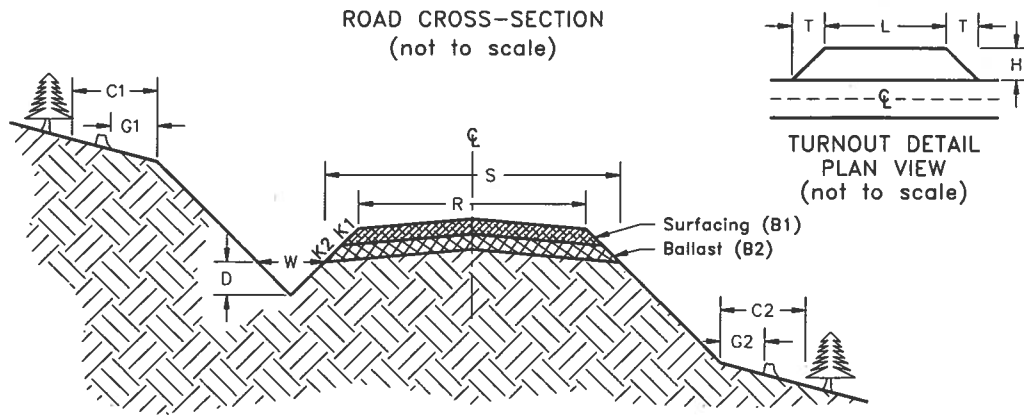
Exhibit F

11-6 TRENCH AND EXCAVATION SAFETY

The Project Manager or their designee is responsible for ensuring that all work is in compliance with all Washington State Department of Labor and Industries regulations related to Trenching and Excavation.

Exhibit F

ROCK LIST



OPTION 1 BALLAST 6-INCH JAW RUN ROCK

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2					L	H	T
W-1301	4+15	34+06	1 1/2:1	12"	63	29.91	1884	Commercial			
Curve Widening							66	Commercial			

BALLAST TOTAL 1950 Cubic Yards

OPTION 2 BALLAST PIT RUN ROCK

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y./ Station	# of Stations	C.Y. Subtotal	Rock Source	Turnout		
									Length	Width	Taper
			K2	B2					L	H	T
W-1301	4+15	34+06	1 1/2:1	15"	81	29.91	2423	Commercial			
Curve Widening							85	Commercial			

BALLAST TOTAL 2507 Cubic Yards

Exhibit F

CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 1 of 3)

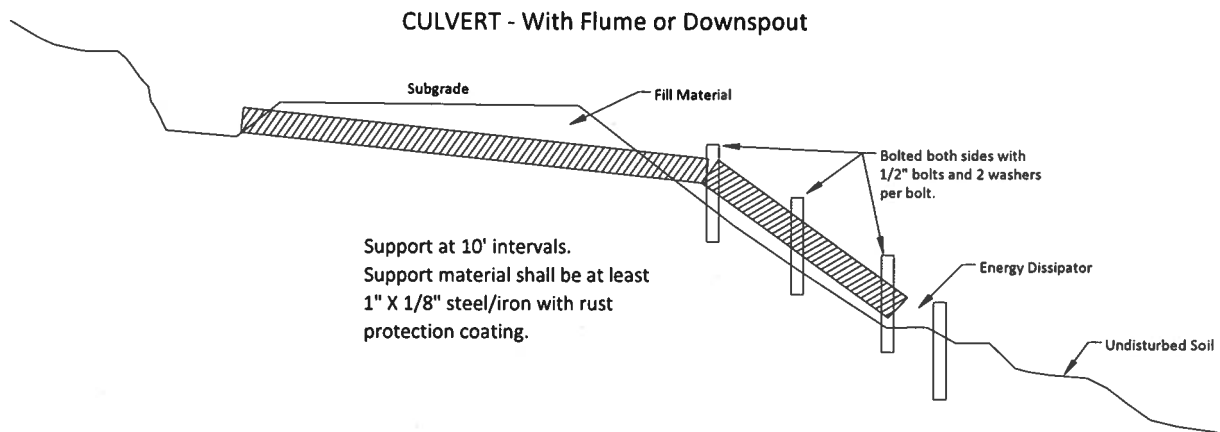
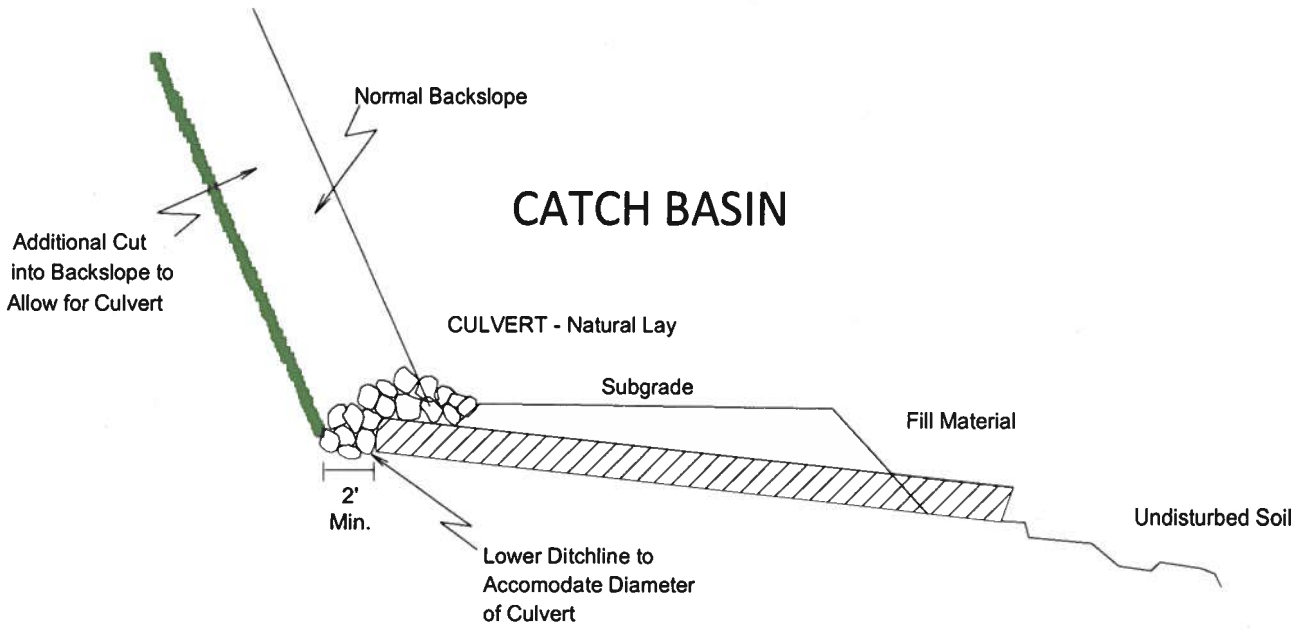
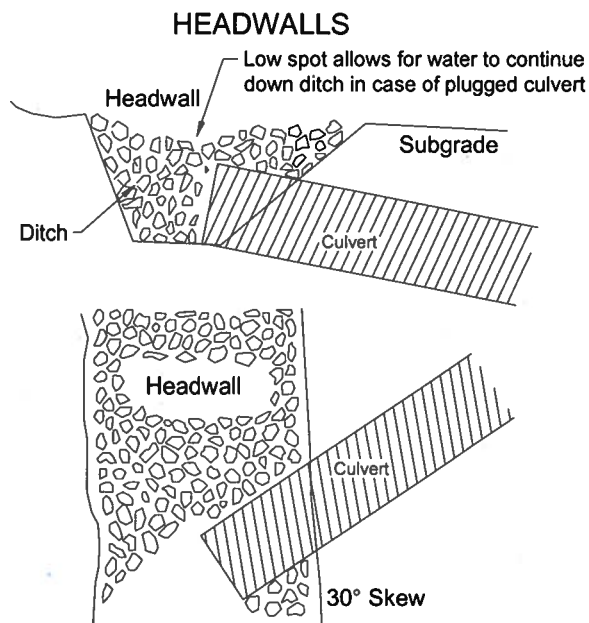


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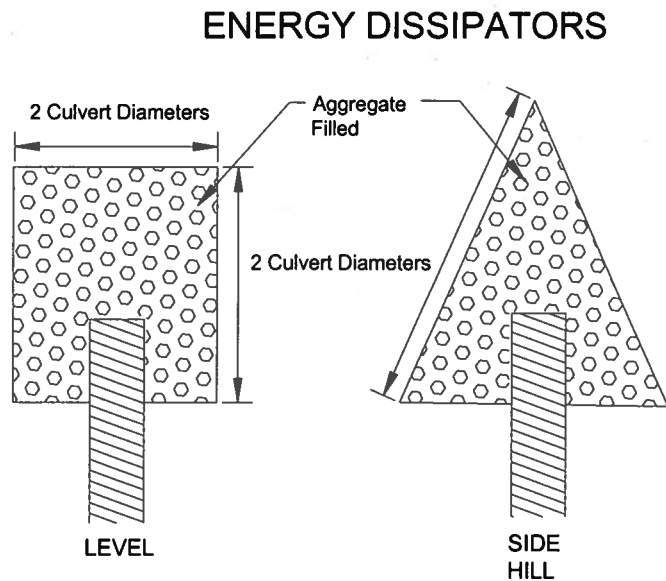
CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 2 of 3)

Proper preparation of foundation and placement of bedding material shall precede the installation of all culvert pipe. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform dense unyielding base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.



Headwalls to be constructed of material that will resist erosion.



Dissipator Specifications:
Depth: 1 culvert diameter
Aggregate: as specified in the CULVERT LIST.

Exhibit F

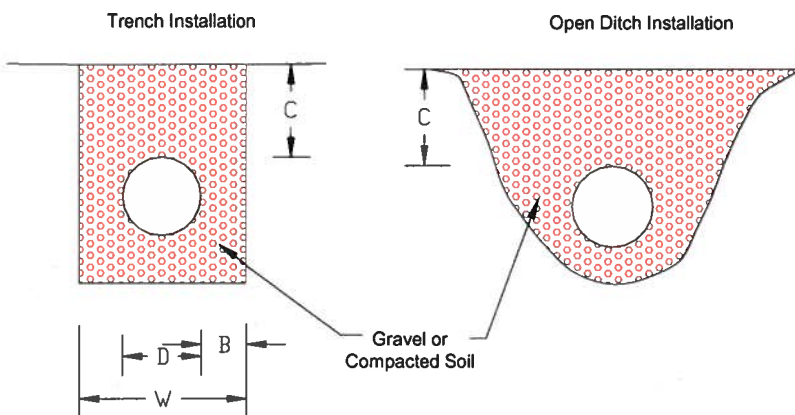
CULVERT AND DRAINAGE SPECIFICATION DETAIL

(Page 3 of 3)

POLYETHYLENE PIPE INSTALLATION

INSTALLATION REQUIREMENTS:

1. Crushed stone, gravel, or compacted soil backfill material shall be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed 1/6 pipe diameter or 4" diameter, whichever is smaller.
2. The corrugated pipe shall be laid on grade, on a layer of bedding material as shown for the two types of installations. If native soil is used as the bedding and backfill material, it shall be well compacted in six inch layers under the haunches, around the sides and above the pipe to the recommended minimum height of cover.
3. Either crushed aggregate or flexible (asphalt) pavement may be laid as part of the minimum cover requirements.
4. Site conditions and availability of bedding materials often dictate the type of installation method used.
5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of 90-95% AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of 85% is required. This minimum compaction can be achieved by either hand or mechanical tamping.

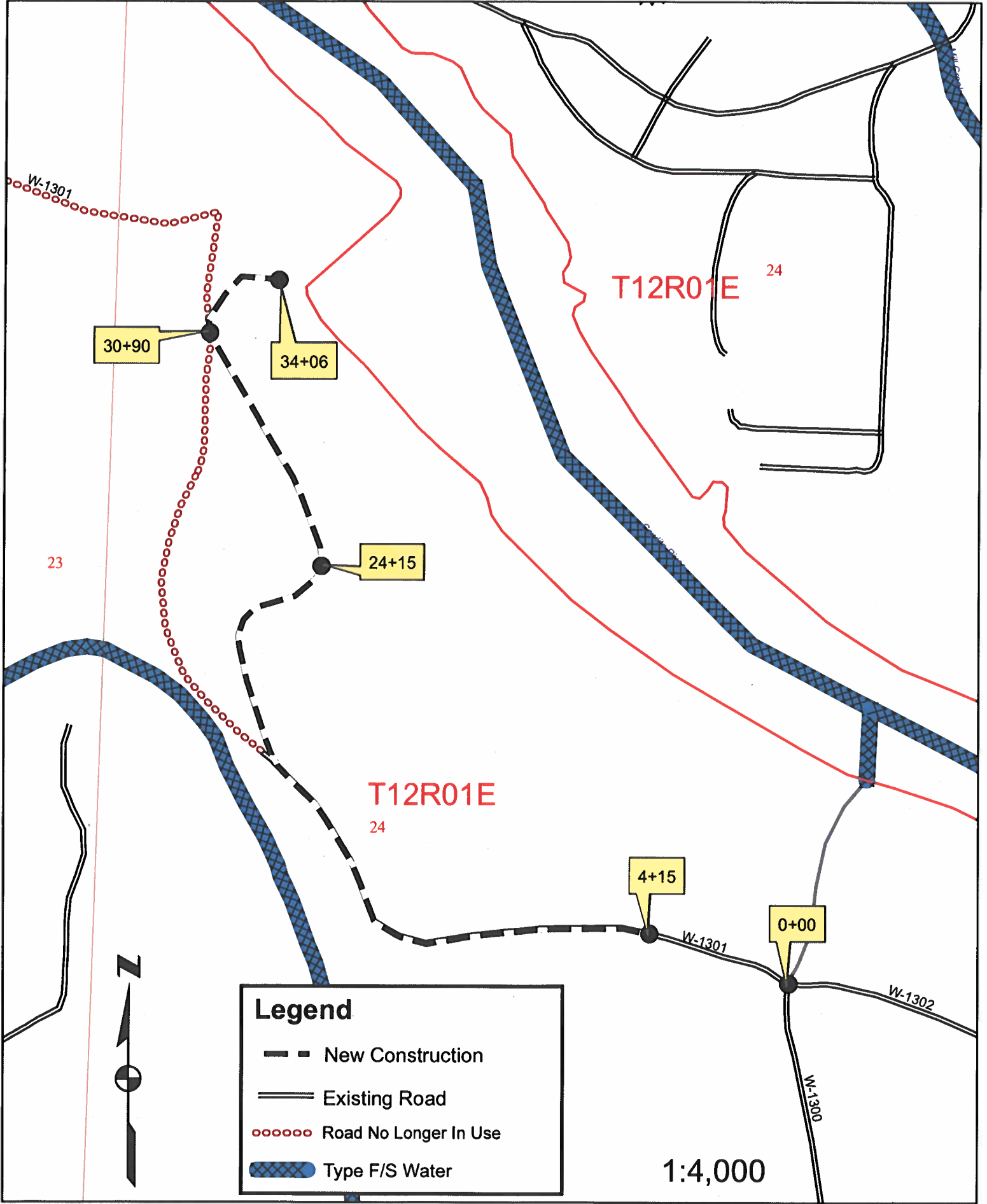


MINIMUM DIMENSIONS Trench or Open Ditch Installation

Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	B	C	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
36"	6"	12"	54"

Tacoma Public Utilities Barrier Dam Access

Exhibit F



Legend

- New Construction
- ==== Existing Road
- Road No Longer In Use
- ▨ Type F/S Water

1:4,000

Exhibit G

When recorded return to:
Department of Natural Resources
Pacific Cascade Region
Attn: Wayde Schiable
P.O. Box 280, 601 Bond Rd
Castle Rock WA 98611



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

EASEMENT

Grantor(s): Washington Department of Natural Resources
Grantee(s): City of Tacoma
Legal Description: Lots 6 and 7, SW1/4 SW1/4 of Section 24, Township 12 North, Range 1 East, W.M.
Assessor's Property Tax Parcel or Account Number: 028105000000
Cross Reference: 713264
DNR Easement No. 50-097337

This Easement is between the CITY OF TACOMA, a political subdivision of the State of Washington, herein called "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of _____
_____ "Effective Date".

Consideration. In exchange for the mutual promises and covenants herein contained and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions.

Conveyance. State hereby grants and conveys to Grantee a non-exclusive Easement over parcels of land in Lewis County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel), said Easement beginning at the intersection of the W-1300 and W-1302 Roads and generally following the original W-1301 Road to the western edge of Section 24, Township 12 North, Range 1 East, W.M. with a spur road to the Barrier Dam (as shown on Exhibit "B") to be:

1. forty (40) feet in width lying twenty (20) feet on each side of a center line of a road described on that Record of Survey dated _____ filed in the records of

Exhibit G

the Lewis County Auditor under Auditor's File Number _____ ("New Road");

2. forty (40) feet in width lying twenty (20) feet on each side of a center line of the existing road prism commencing at station 31+30 of the New Road thence running northerly and westerly a distance of approximately 470 feet to its intersection with the western boundary of Section 24, Township 12 North, Range 1 East, W.M.

Said roads are located approximately as shown on Exhibit "B" (hereafter Easement Area).

Easement Relinquishment. Grantee hereby relinquishes and quitclaims all rights and interest to a portion of that easement dated July 7, 1967, between Weyerhaeuser Company, as Grantor, and City of Tacoma, as Grantee, recorded in the records of Lewis County Auditor's office under Auditor's File No. 713264 as said easement affects Government Lots 6 and 7 of Section 24, Township 12 North, Range 1 East, W.M., only, as shown on the attached Exhibit "C" as "Easement Relinquishment".

Term. The Easement shall be perpetual unless terminated as set forth hereafter.

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by Grantee for the sole and limited purpose of ingress and egress at any and all times with whatever persons, equipment and/or vehicles that Grantee deems necessary for the purpose of constructing, operating, maintaining, and inspecting a fish barrier dam located on Lot 7 of Section 24, Township 12 North, Range 1 East, W.M., and for the purpose of excavating, trenching, building coffer diversion dams in the existing channel or channels of the Cowlitz River and for the purpose of maintaining said fish barrier dam at any and all future times in connection with Grantee's salmon hatchery facilities on the Cowlitz River. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this Easement shall not be changed or modified without the consent of State which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

Grantee shall have the perpetual right to flood with water behind the fish barrier dam to elevation contour 235 feet (City of Tacoma's Cowlitz Salmon Hatchery project datum) on Lots 4, 5, 6, and 7 of Section 24, Township 12 North, Range 1 East, W.M..

(For purposes of this easement description the existing concrete survey monument with brass disk stamped "MON Y" = elevation 241.071 feet project datum located at the City of Tacoma's Cowlitz Salmon Hatchery project site).

Exhibit G

Grantee shall have the perpetual right to cut, top, slash, trim or clear any and all brush and trees now or here-after standing or growing upon the above described Easement Area. Merchantable timber shall be paid for at the prevailing fair market value at the time of the cutting.

Grantee's right of access shall be limited to such use as is necessary for the construction, operation, maintenance and inspection of the fish barrier dam and channels used in conjunction with Grantee's hatchery facilities.

Nature of Estate. This Easement shall be deemed appurtenant to real property located in Lewis County, Washington, legally described as set forth in Exhibit "D" attached hereto (hereafter Benefited Parcel).

Reservations. State reserves all ownership of the Easement Area and other profits thereon (including timber unless conveyed under this Easement) and the right of use of the Easement Area for any purpose including but not limited to the right to remove timber within the Easement Area; the right at all times to cross and recross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. State may grant to third parties any and all rights reserved. Once Grantee clears timber conveyed under this Easement, if any, timber subsequently grown in such cleared areas shall belong to State. State further reserves the right to relocate the right of way. If the right of way is relocated at the sole request of State, State shall construct the relocated right of way to the same standards existing at the time of relocation at State expense.

Permittees. Grantee may permit its respective employees, agents, contractors, licensees, lessees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Compliance with Laws. Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, Grantee shall supply State with copies of permits or orders.

Export Restrictions. Any export restricted timber originating from state land under this Easement shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted

Exhibit G

timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

Compliance with Habitat Conservation Plan. The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Grantee and all Permittees acting under Grantee shall comply with the terms and conditions set forth in Exhibit "E" while operating on the Easement Area.

Indemnity. Grantee agrees to protect State and save it harmless from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property, by reason of the performance of any work, character of materials used or manner of installation, dredging, maintenance and operation of 1) the fish barrier dam; 2) the channel in the Cowlitz River; and 3) the access road on the described property; and in case any suit or action is brought against State for damages arising out of or by reason of any of the above causes, Grantee will, upon notice to Grantee of commencement of such actions, defend the same at Grantee's cost and expense and will satisfy any judgment after the said suit or action shall have been finally determined, if adverse to State.

Construction/Reconstruction. Sixty (60) days prior to any construction or reconstruction by Grantee on the Easement Area, Grantee shall submit to State a written plan of construction outlining the construction or activity for State's approval, which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. Grantee shall notify State within thirty (30) days of any corrective action taken and all construction or reconstruction shall comply with applicable state or local laws.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by Grantee, Grantee shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time solo use is commenced until joint use begins. During periods when Grantee, State and/or other parties with an easement or license from State use the road, or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

Exhibit G

During periods of joint maintenance, the users shall meet at times to be set at the discretion of State and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- (a) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance; and
- (b) The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and
- (c) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the road and improvements occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Grantee shall construct no improvements without the prior written consent of State, which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of State unless the applicable consent specifically provides otherwise. Improvements installed by Grantee shall, at State's option, be removed by Grantee at the termination or expiration of the Easement at Grantee's expense.

Notice. Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL RESOURCES
Pacific Cascade Region
P.O. Box 280, 601 Bond Rd
Castle Rock WA 98611

To Grantee:

Tacoma Power
Attn: Generation Manager
3628 South 35th Street
Tacoma, WA 98409

Exhibit G

Abandonment. This Easement and the rights herein granted to the Grantee shall continue in force until such time as the Grantee gives written notice to the Grantor that the Grantee has abandoned said fish barrier dam and facilities and has no further need for the Easement.

Construction. The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Effective Date. The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

Exhibits. All exhibits referenced in this Easement are incorporated as part of the Easement.

Headings. The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

Modification. Any modification of the Easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

Non-waiver. The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Severability. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein, unless enforcement of remaining provisions would deny a party bargained for consideration.

Successors and Assigns. This Easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns except to the extent that this section conflicts with the section labeled "Nature of Estate" in which case the Nature of Estate section will control.

Exhibit G

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicates to become effective as of the day and year first above written.

CITY OF TACOMA

Dated: _____, 20__.

By: Chris Robinson
Title: Power Superintendent/COO
Address: 3628 South 35th Street
Tacoma, WA 98409
Phone: 253-502-8282

Reviewed:

Dated: _____, 20__.

By: Chris Mattson
Title: Power Section Generation Manager

Dated: _____, 20__.

By: Terry Ryan
Title: Power Section Assistant Manager

Dated: _____, 20__.

By: Toby Brewer
Title: Chief Dam Safety Engineer

Dated: _____, 20__.

By: Jeff Singleton
Title: Chief Surveyor

Form Approved:

Dated: _____, 20__.

By: Joseph Sloan
Title: Deputy City Attorney

Exhibit G

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__.



Approved as to Form
by
Assistant Attorney General
for the State of Washington

ANGUS BRODIE
Deputy Supervisor for State Uplands
P.O. Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000

Exhibit G

REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of Pierce

I certify that I know or have satisfactory evidence that Chris Robinson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Power Superintendent/COO_ of the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.
My appointment expires _____.

Exhibit G

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that ANGUS BRODIE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.

My appointment expires _____.

Exhibit G

EXHIBIT A BURDENED PARCEL

Government Lots 6 and 7, and SW1/4 SW1/4 of Section 24, Township 12 North, Range 1 East, W.M., Lewis County, WA.

Exhibit G

EXHIBIT B EASEMENT AREA

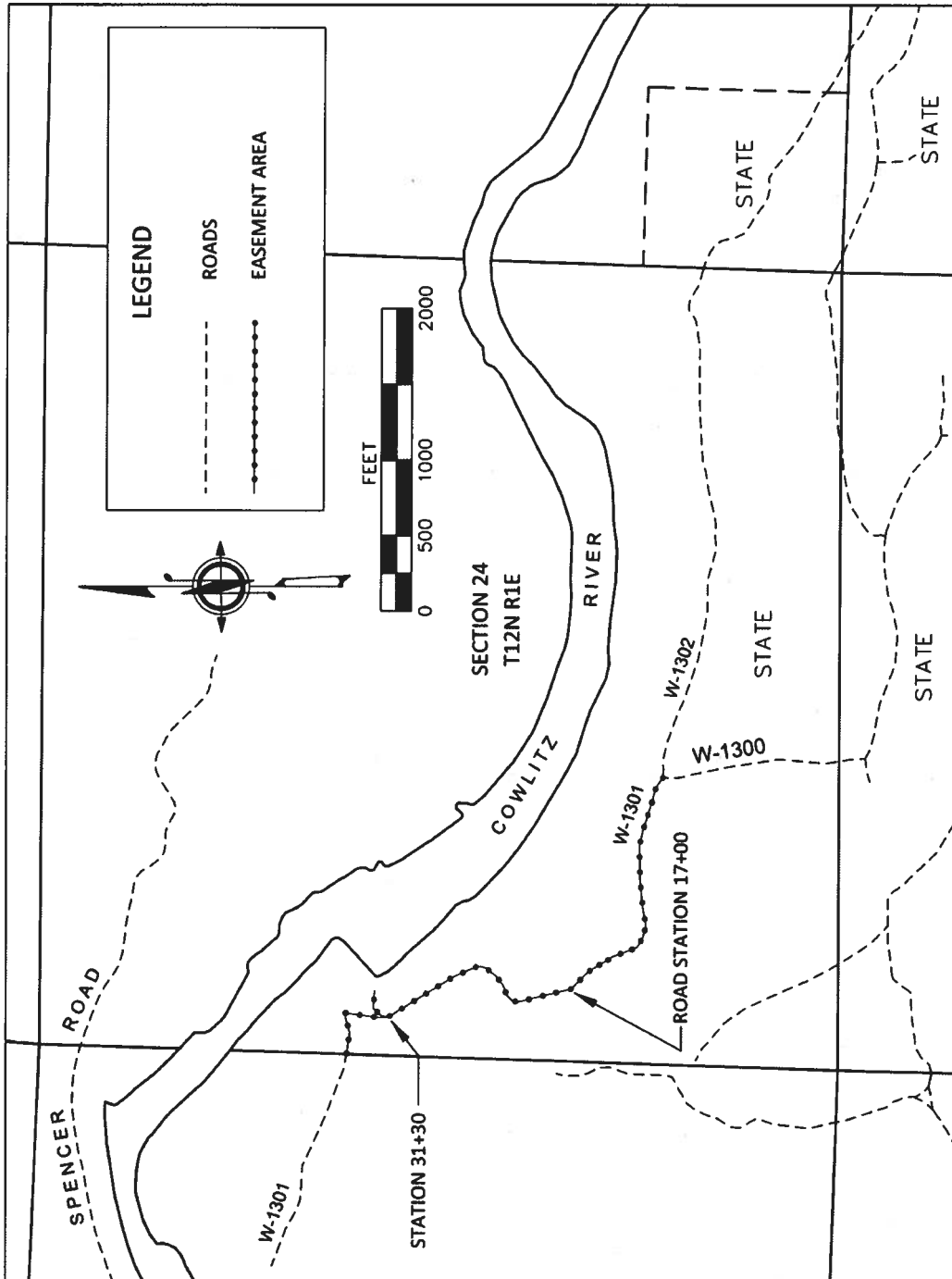
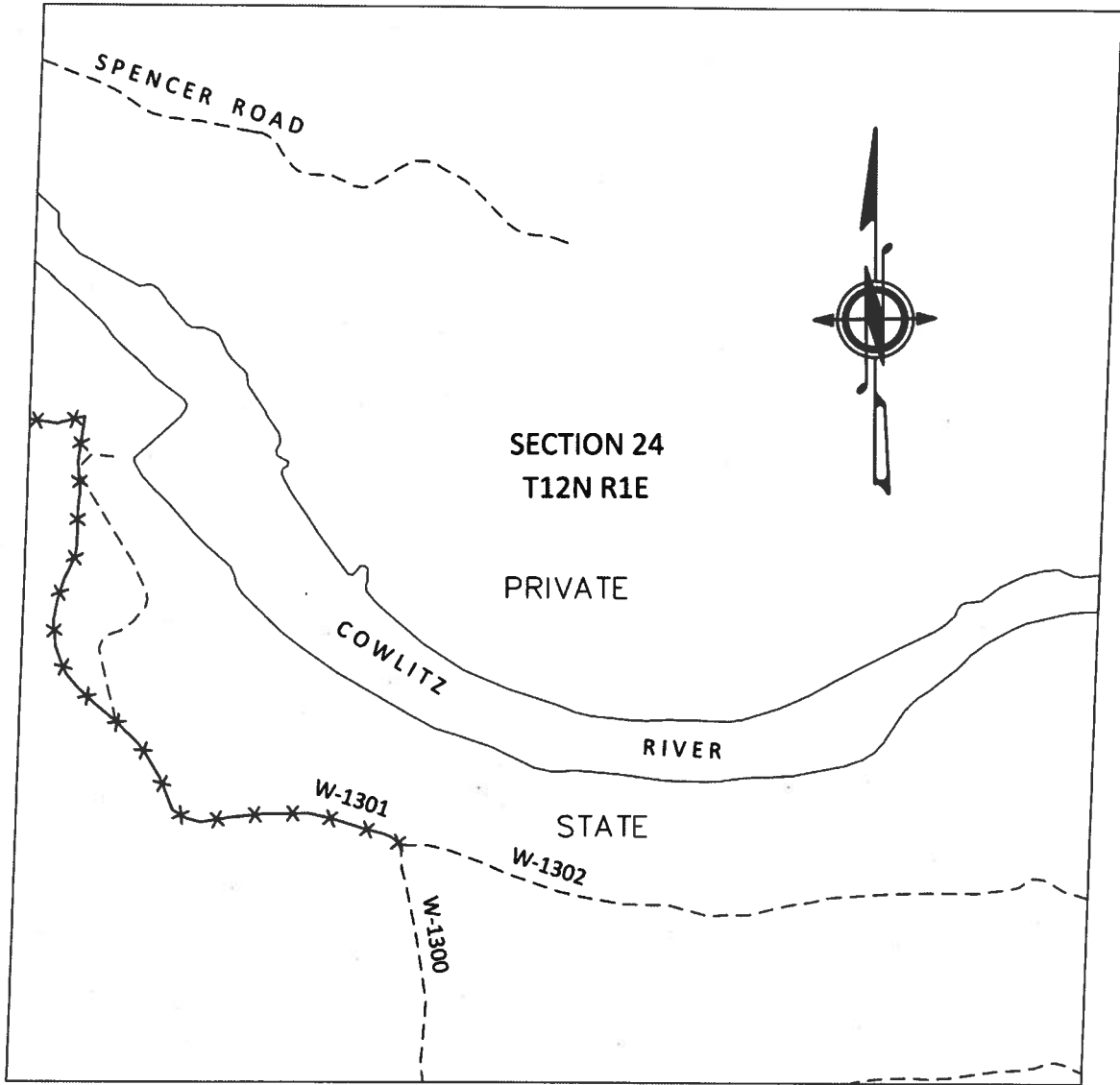


Exhibit G

EXHIBIT C EASEMENT RELINQUISHMENT



LEGEND

- ROADS
- x-x-x-x-x-x- EASEMENT RELINQUISHMENT

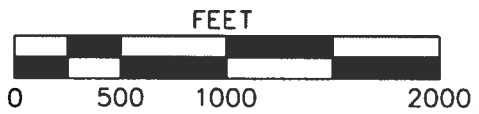


Exhibit G

EXHIBIT D BENEFITED PARCEL

Barrier Dam;

The shorelands of the second class and bed of the Cowlitz River, owned by the State of Washington, situate in front of, adjacent to, or abutting upon Government Lots 1 and 7, Section 24, Township 12 North, Range 1 East, Willamette Meridian, Lewis County, Washington, included in a strip 150 feet in width having 75 feet of such width on each side of the following described centerline:

Beginning at a point in said Government Lot 7 which is N44° 31' 03"E 643.33 feet from the west quarter section corner of said Section 24 and running thence N49°45' 00"E 700.00 feet to a point in said Government Lot 1 and terminal point of this centerline description, having an area of 1.8 acres, more or less, as granted by Commissioner of Public Lands Order 69-575, dated November 14th, 1969 (on file under DNR 51-033008) and recorded November 25, 1969 under Auditor's File No. 739770, records of Lewis County, Washington.

Exhibit G

EXHIBIT E HCP REQUIREMENTS

1. Grantee shall immediately notify State of the following:
 - a. That Grantee has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b. That Grantee has located any live, dead, injured, or sick specimens of any listed species.
2. Notification required in subsection 1 must in all circumstances occur as soon as practicable but in any event within 24 hours.
3. Grantee may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
4. Any application for a Forest Practices Permit submitted by Grantee for activities on the State Easement Area must identify that the State Easement Area is covered by the HCP.

Exhibit H

When recorded return to:
Department of Natural Resources
Pacific Cascade Region
Attn: Wayde Schiable
P.O. Box 280, 601 Bond Rd
Castle Rock WA 98611



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

COMMERCIAL EASEMENT

Grantor(s): Washington Department of Natural Resources

Grantee(s): City of Tacoma

Legal Description: Sections 24, 25, 36 of T12N, R1E, W.M.; Sections 27, 28, 30, 31, 32, 33, 34, 35 of T12N, R2E, W.M.

Assessor's Property Tax Parcel or Account Number: 028105000000, 028108000000, 028284001000, 028726000000, 028912000000, 028924001001, 028940000000, 028958000000, 028891000000, 028861000000, 028974000000, 028998000000

Cross Reference:

DNR Easement No. 50-097338

This Easement is between CITY OF TACOMA, a political subdivision of the State of Washington, herein called "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of _____
_____ "Effective Date".

Conveyance. State, for consideration of TWENTY FIVE THOUSAND ONE HUNDRED FORTY SEVEN and 20/100 Dollars (\$25,147.20), hereby grants and conveys to Grantee a non-exclusive Easement over parcels of land in Lewis County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel), said Easement to be forty (40) feet in width running twenty (20) feet on each side of a center line of an existing road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Easement Relinquishment. Grantee hereby relinquishes and quitclaims all rights and interest to a portion of that easement dated July 7, 1967, between Weyerhaeuser Company, as Grantor,

Exhibit H

and City of Tacoma, as Grantee, recorded in the records of Lewis County Auditor's office under Auditor's File No. 713264 as said easement affects Government Lots 4, 5, and 6 of Section 24, Township 12 North, Range 1 East, and the NE ¼ of the NW ¼ of Section 30 Township 12 North, Range 2 East, W.M., only, as shown on the attached Exhibits "C-1" and "C-2" as "Easement Relinquishment."

Permit Relinquishment. Grantee hereby relinquishes and quitclaims all rights and interest to that permit dated December 2, 1968, between State as Grantor, and City of Tacoma, as Grantee, filed in the records of the Department of Natural Resources in Olympia, Washington, under file number 50-033007 and recorded January 3, 1968 under Auditor's file number 730485, Records of Lewis County, WA. as said permit affects Government Lot 4 of Section 19, Township 12 North, Range 2 East, W.M., as shown on the attached Exhibit "D" as "Permit Relinquishment."

Term. The Easement shall be perpetual unless terminated as set forth hereafter.

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by Grantee for the sole and limited purpose of water and fish management, including constructing, operating, maintaining and inspecting the fish barrier dam located in Section 24, Township 12 North, Range 1 East, W.M. (Barrier Dam Complex), hauling timber or other forest products and /or profits, including but not limited to sand, gravel, stone, or farm products, and leasing communication sites and performing management activities associated with timber production, agriculture, extraction of profits or leasing communication sites. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this Easement shall not be changed or modified without the consent of State which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

Nature of Estate. Appurtenant. This Easement shall be deemed appurtenant to real property located in Lewis County, Washington, legally described as set forth in Exhibit "E" attached hereto (hereafter Benefited Parcel).

Reservations. State reserves all ownership of the Easement Area and other profits thereon (including timber unless conveyed under this Easement) and the right of use of the Easement Area for any purpose including but not limited to the right to remove timber within the Easement Area; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. State may grant to third parties any and all rights reserved. Once Grantee clears timber conveyed under this Easement, if any, timber subsequently grown in such cleared areas shall belong to State. State further reserves the right to relocate the right of way. If the Easement Area is relocated

Exhibit H

at the sole request of State, State shall construct the relocated road to the same standards existing at the time of relocation at State expense and the Grantee's Easement Area will adjust to said relocation.

Permittees. Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Compliance with Laws. Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, Grantee shall supply State with copies of permits or orders.

Export Restrictions. Any export restricted timber originating from state land under this Easement shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

Compliance with Habitat Conservation Plan. The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Grantee and all Permittees acting under Grantee shall comply with the terms and conditions set forth in Exhibit "F" while operating on the Easement Area.

Indemnity. Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or other Permittees, including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify State from State's sole or concurrent negligence. This indemnification

Exhibit H

shall survive the expiration or termination of the Easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify the State. State's acceptance of Grantee's selection of defense counsel shall not be unreasonably withheld

Insurance. Before using any of said rights granted herein and at its own expense, the Grantee shall obtain and keep in force during the term of this Easement and require its contractors, sub-contractors, or other Permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in the termination of the Easement at State's option. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later versions of CA 00 01. Grantee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- (d) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any contractors, sub-contractors or other Permittees. Except as prohibited by law, Grantee(s) waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Exhibit H

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Grantee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Grantee shall require all contractors, sub-contractors and other Permittees to add the State of Washington, Department of Natural Resources, its elected and appointed officials, agents, and employees, as additional insureds under all required insurance policies. Contractors, sub-contractors and other Permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and other Permittees to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this Easement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Easement. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to State in this Easement.

If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantee must describe its financial condition and the self-insured funding mechanism.

Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement

Exhibit H

Area, except as approved by State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*) as administered by the US Environmental Protection Agency, or the Washington Model Toxic Control Act (MTCA RCW 70.105D) as administered by the State Dept. of Ecology.

Grantee shall immediately assume responsibility for a hazardous substance release (spill) caused by Grantee or its Permittees on or adjoining the Easement Area.

As responsible party, Grantee shall:

- Immediately notify all necessary emergency response agencies, as required under federal, state and local laws, regulations, or policies.
- Following emergency response agency notifications, notify State (Dept. of Natural Resources) of all spill releases and Grantee actions completed for spill reporting and actions planned or completed toward spill cleanup. State notification requirements are “same business day” notification for normal state work days and “next available business day” notification for weekends and holidays.
- At Grantees sole expense, conduct all actions necessary to mitigate the spill release. Mitigation response actions may include, but are not necessarily limited to, initial release containment, follow-up site cleanup and monitoring actions, and continued contact and coordination with regulators and State, as defined under the aforementioned laws, regulations, policies and this agreement.
- Other than performing initial emergency response cleanup/containment actions; obtain approvals in advance of all site cleanup actions (e.g. site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on State lands, in coordination with regulatory agencies and State.
- Obtain and understand all necessary hazardous substance spill release notification and response mitigation requirements, in advance of conducting Grantee operations on State land.

Survey Markers. Grantee shall not destroy any land survey corner monuments and/or reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road

Exhibit H

construction or maintenance activities by the Grantee must be adequately referenced and replaced, at the Grantee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

Notice of Operation. When the Grantee or one of its Permittees plans to use any portion of the road for the purpose of hauling timber or other profits or performing heavy construction, maintenance or operations related to the Barrier Dam Complex requiring the use of heavy commercial trucks, such party shall notify State thereof at least five (5) days prior to the commencement of such use, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate number of truck loads of material transported to or from the Barrier Dam Complex, volumes of timber, forest products, or other profits to be hauled and promptly upon the completion of such use notify State.

Construction/Reconstruction. Sixty (60) days prior to any construction or reconstruction by Grantee on the Easement Area, Grantee shall submit to State a written plan of construction outlining the construction or activity for State's approval, which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. Grantee shall notify State within thirty (30) days of any corrective action taken and all construction or reconstruction shall comply with applicable state or local laws.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by Grantee, Grantee shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time solo use is commenced until joint use begins. During periods when Grantee, State and/or other parties with an easement or license from State use the road, or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set at the discretion of State and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- (a) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance; and

Exhibit H

- (b) The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and
- (c) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the road and improvements occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Easement Closure Risk. Grantee assumes all risk and costs associated with easement access due to road closures and blockages caused by any road closure event, including but not limited to environmental regulation, or natural disasters including, fire, flood, snow, slides, tree wind throw, or road wash out. State is not obligated to repair or unblock an existing road leading to the easement area or any part of the easement area described herein if State determines the road is no longer safe or viable for trust management purposes.

Improvements. Grantee shall construct no improvements without the prior written consent of State, which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of State unless the applicable consent specifically provides otherwise. Improvements installed by Grantee shall, at State's option, be removed by Grantee at the termination or expiration of the Easement at Grantee's expense.

Notice. Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL RESOURCES
Pacific Cascade Region
P.O. Box 280, 601 Bond Rd
Castle Rock WA 98611

To Grantee:

Tacoma Power
Attn: Generation Manager
3628 South 35th Street

Exhibit H

Tacoma, WA 98409

Advance by State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

Termination. State shall have the right to terminate this Easement if Grantee fails to cure a material breach of this Easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this Easement shall not preclude other breaches from being declared material. Timber remaining on the Easement Area after termination shall be deemed forfeited.

Abandonment. This Easement and the rights herein granted to the Grantee shall continue in force until such time as the Grantee gives written notice to the State that the Grantee has abandoned said fish barrier dam and facilities and has no further need for the Easement.

Construction. The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Effective Date. The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

Exhibits. All exhibits referenced in this Easement are incorporated as part of the Easement.

Headings. The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

Modification. Any modification of the Easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

Non-waiver. The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Exhibit H

Severability. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein, unless enforcement of remaining provisions would deny a party bargained for consideration.

Successors and Assigns. This Easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns except to the extent that this section conflicts with the section labeled "Nature of Estate" in which case the Nature of Estate section will control.

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Exhibit H

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicates to become effective as of the day and year first above written.

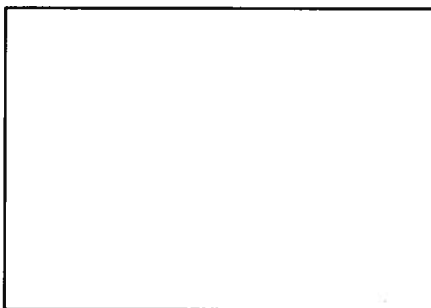
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

By: _____
Linda McCrea,
Director of Utilities/CEO

On this _____ day of _____, 20____, before me personally appeared Linda McCrea, to me known to be the Director of Utilities/CEO of the City of Tacoma, Department of Public Utilities, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma for the uses and purposes herein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Place Notary Seal in Box



Notary Public in and for the
State of Washington
Residing in _____

Exhibit H

Dated: _____, 20__.

By: Chris Robinson
Title: Power Superintendent/COO
Address: 3628 South 35th Street
Tacoma, WA 98409
Phone: 253-502-8282

Reviewed:

Dated: _____, 20__.

By: Chris Mattson
Title: Power Section Generation Manager

Dated: _____, 20__.

By: Terry Ryan
Title: Power Section Assistant Manager

Dated: _____, 20__.

By: Toby Brewer
Title: Chief Dam Safety Engineer

Dated: _____, 20__.

By: Jeff Singleton
Title: Chief Surveyor

Form Approved:

Dated: _____, 20__.

By: Joseph Sloan
Title: Deputy City Attorney

Exhibit H

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____.



ANGUS BRODIE

Deputy Supervisor for State Uplands

P.O. Box 7000

1111 Washington Street SE

Olympia, WA 98504-7000

Approved as to Form

by

Assistant Attorney General
for the State of Washington

Exhibit H

REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of Pierce

I certify that I know or have satisfactory evidence that Chris Robinson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Power Superintendent/COO of the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.
My appointment expires _____.

Exhibit H

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that ANGUS BRODIE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.

My appointment expires _____.

Exhibit H

EXHIBIT A BURDENED PARCEL

Township 12 North, Range 1 East, W.M.

Section 24	Gov't Lots 6, 7, and SW1/4 SW1/4
Section 25 S1/2 SE1/4	E1/2 NW1/4, N1/2 NE1/4, SW1/4 NE1/4, E1/2 SW1/4, NW1/4 SE1/4,
Section 36	NE1/4 NE1/4

Township 12 North, Range 2 East, W.M.

Section 27	SW1/4 SW1/4
Section 28	S1/2 S1/2
Section 30	Gov't Lot 4
Section 31	Gov't Lots 1, 2, SE1/4 NW1/4, S1/2 NE1/4
Section 32	N1/2 NE1/4, S1/2 NW1/4, NE1/4 NW1/4
Section 33	NW1/4 NW1/4, NE1/4 NE1/4
Section 34	N1/2 NW1/4, W1/2 NE1/4, SE1/4 NE1/4, NE1/4 SE1/4
Section 35	N1/2 SW1/4, SE1/4 SW1/4

Exhibit H

EXHIBIT B EASEMENT AREA

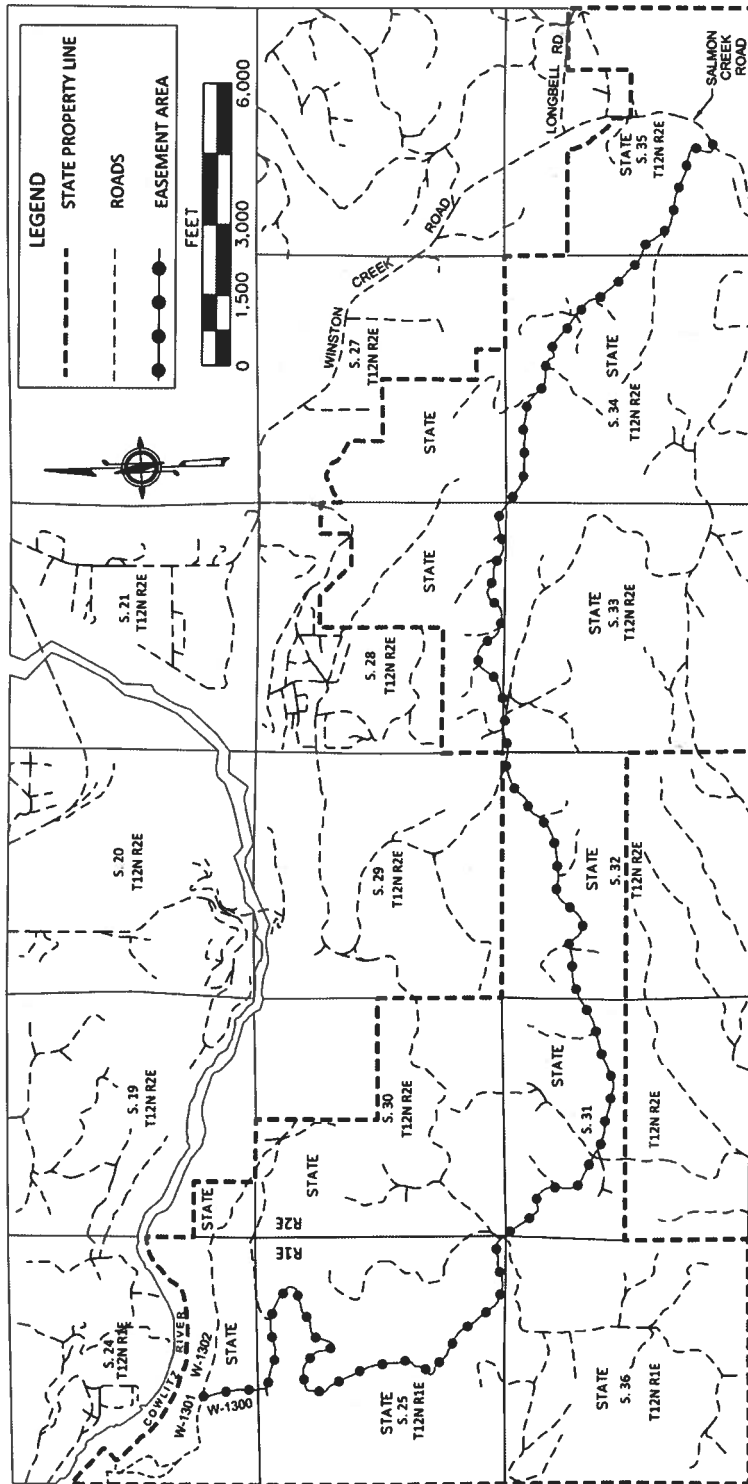
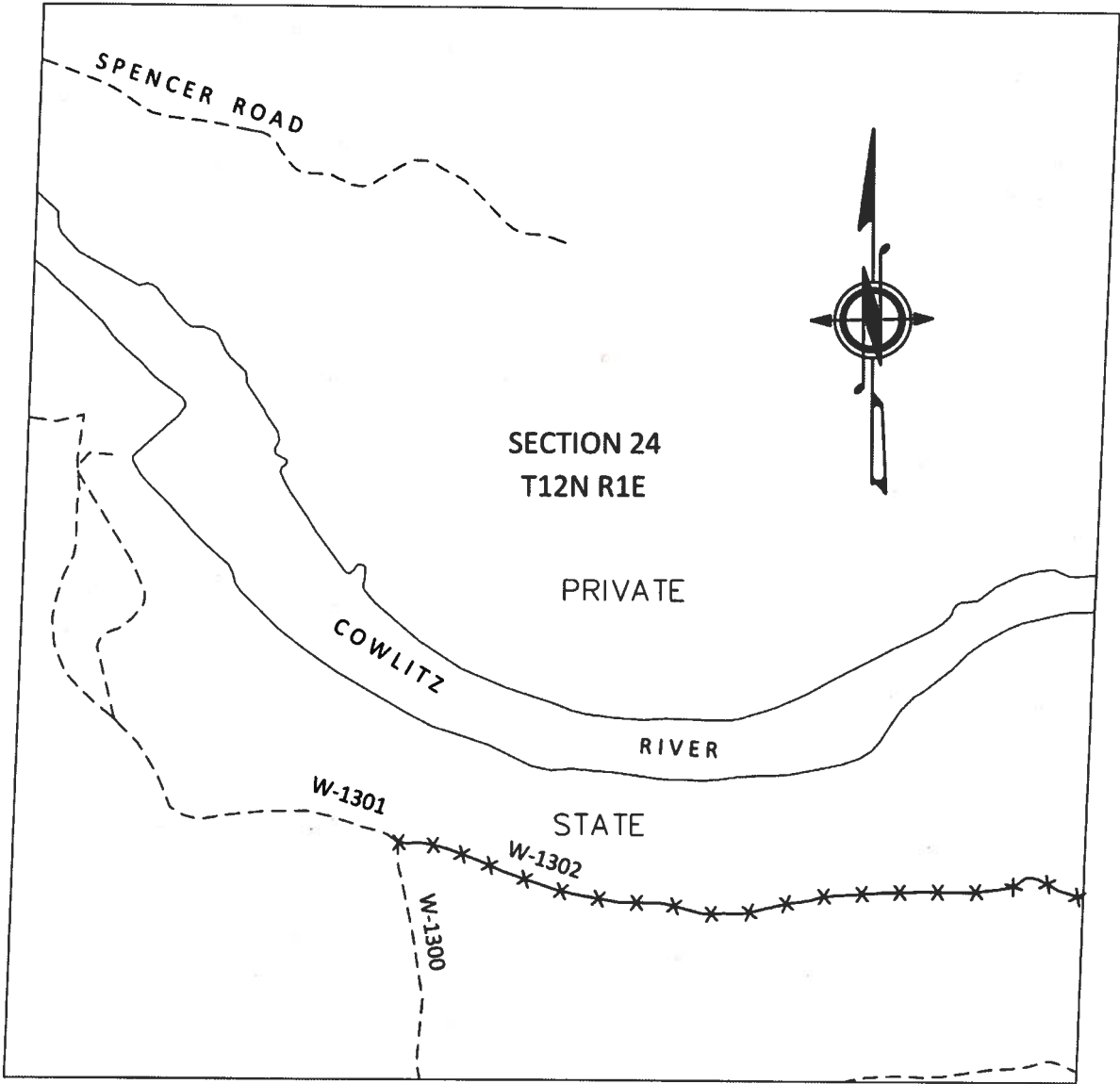


Exhibit H

EXHIBIT C-1 EASEMENT RELINQUISHMENT

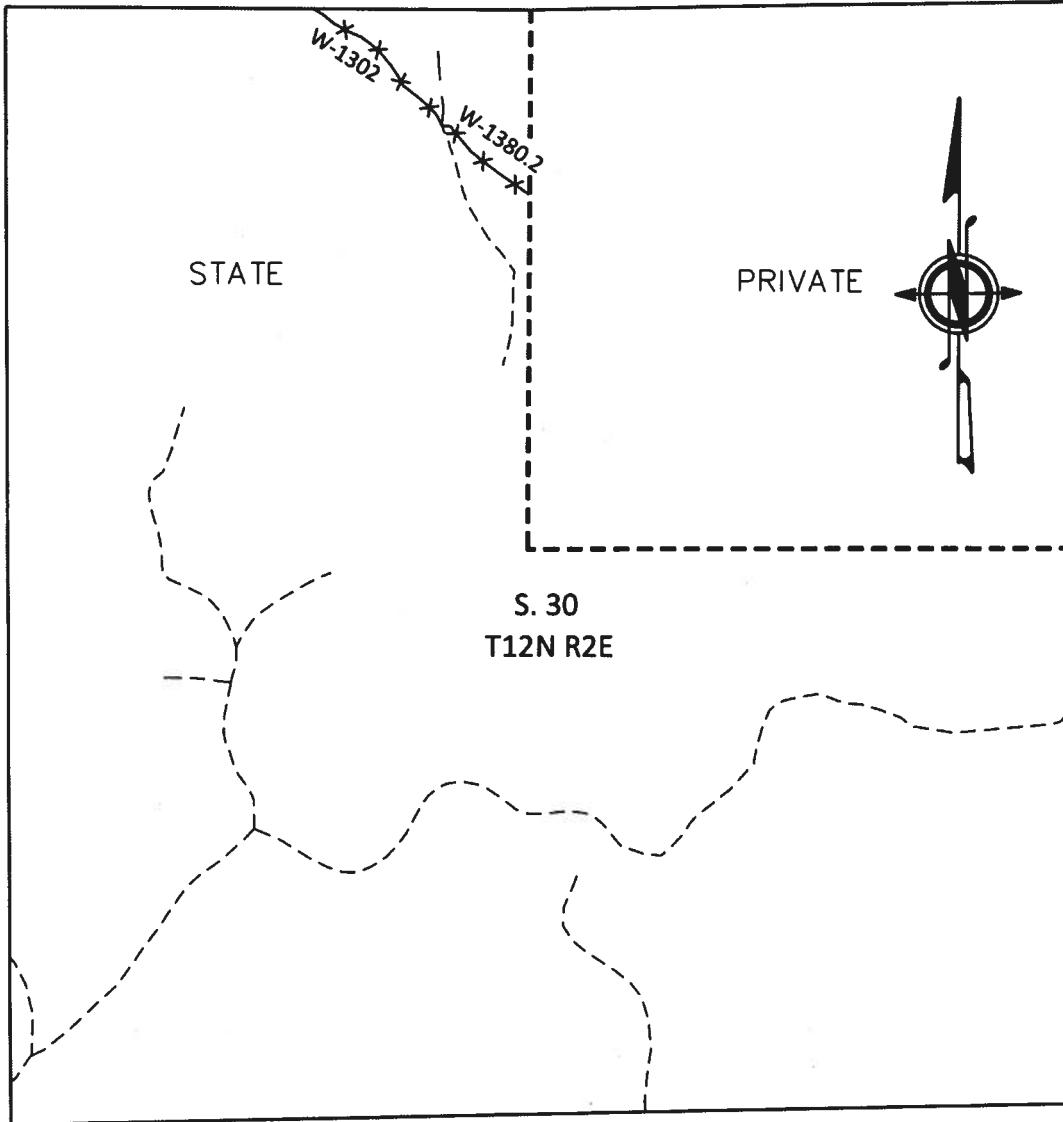


LEGEND

- ROADS
- x-x-x-x-x-x- EASEMENT RELINQUISHMENT

Exhibit H

EXHIBIT C-2 EASEMENT RELINQUISHMENT



LEGEND

- ROADS
- x-x-x-x-x-x- EASEMENT RELINQUISHMENT

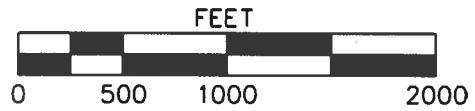
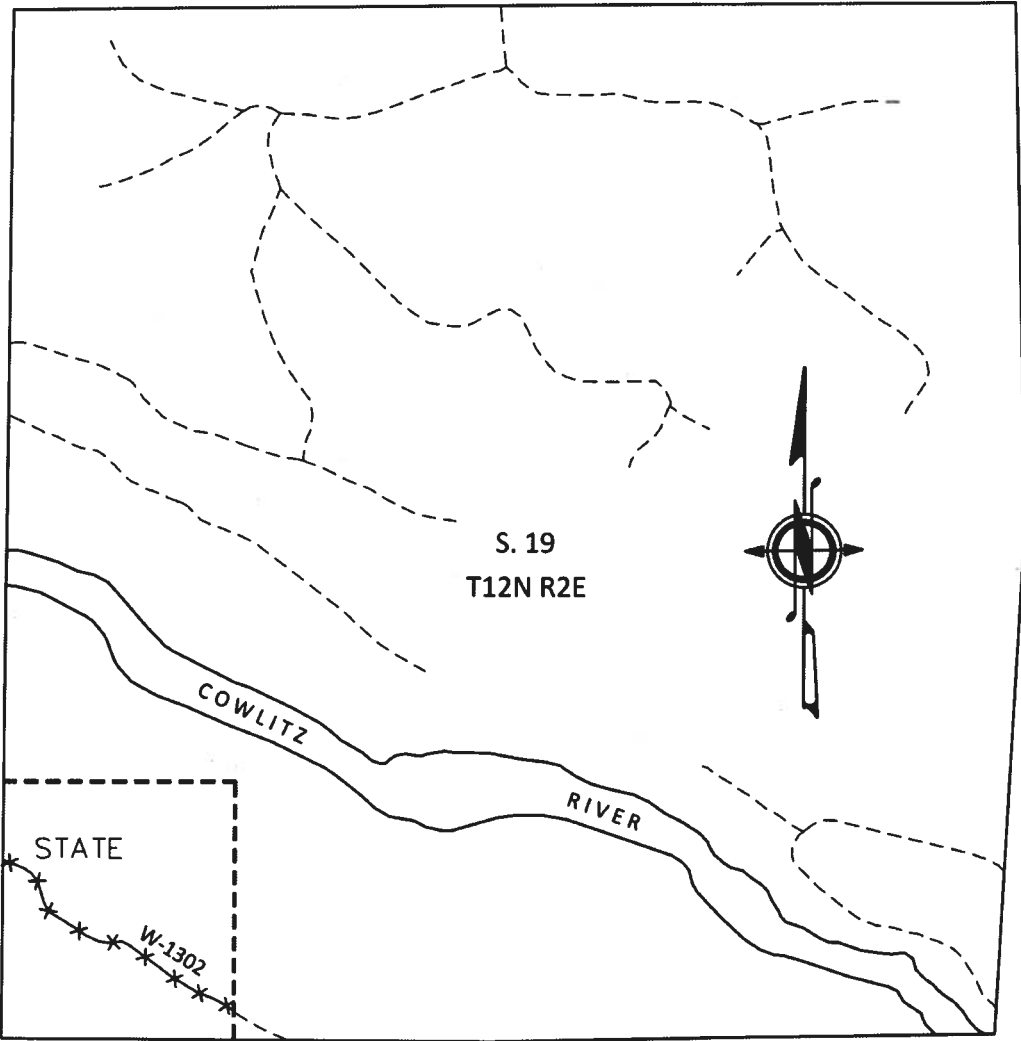


Exhibit H

EXHIBIT D PERMIT RELINQUISHMENT



LEGEND



- ROADS
- x-x-x-x-x-x- PERMIT RELINQUISHMENT

Exhibit H

EXHIBIT E BENEFITED PARCEL

Barrier Dam;

The shorelands of the second class and bed of the Cowlitz River, owned by the State of Washington, situate in front of, adjacent to, or abutting upon Government Lots 1 and 7, Section 24, Township 12 North, Range 1 East, Willamette Meridian, Lewis County, Washington, included in a strip 150 feet in width having 75 feet of such width on each side of the following described centerline:

Beginning at a point in said Government Lot 7 which is N44° 31' 03"E 643.33 feet from the west quarter section corner of said Section 24 and running thence N49°45' 00"E 700.00 feet to a point in said Government Lot 1 and terminal point of this centerline description, having an area of 1.8 acres, more or less, as granted by Commissioner of Public Lands Order 69-575, dated November 14th, 1969 (on file under DNR 51-033008) and recorded November 25, 1969 under Auditor's File No. 739770, records of Lewis County, Washington .

Exhibit H

EXHIBIT F HCP REQUIREMENTS

1. Grantee shall immediately notify State of the following:
 - a. That Grantee has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b. That Grantee has located any live, dead, injured, or sick specimens of any listed species.
2. Notification required in subsection 1 must in all circumstances occur as soon as practicable but in any event within 24 hours.
3. Grantee may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
4. Any application for a Forest Practices Permit submitted by Grantee for activities on the Easement Area must identify that the Easement Area is covered by the HCP.

Exhibit I

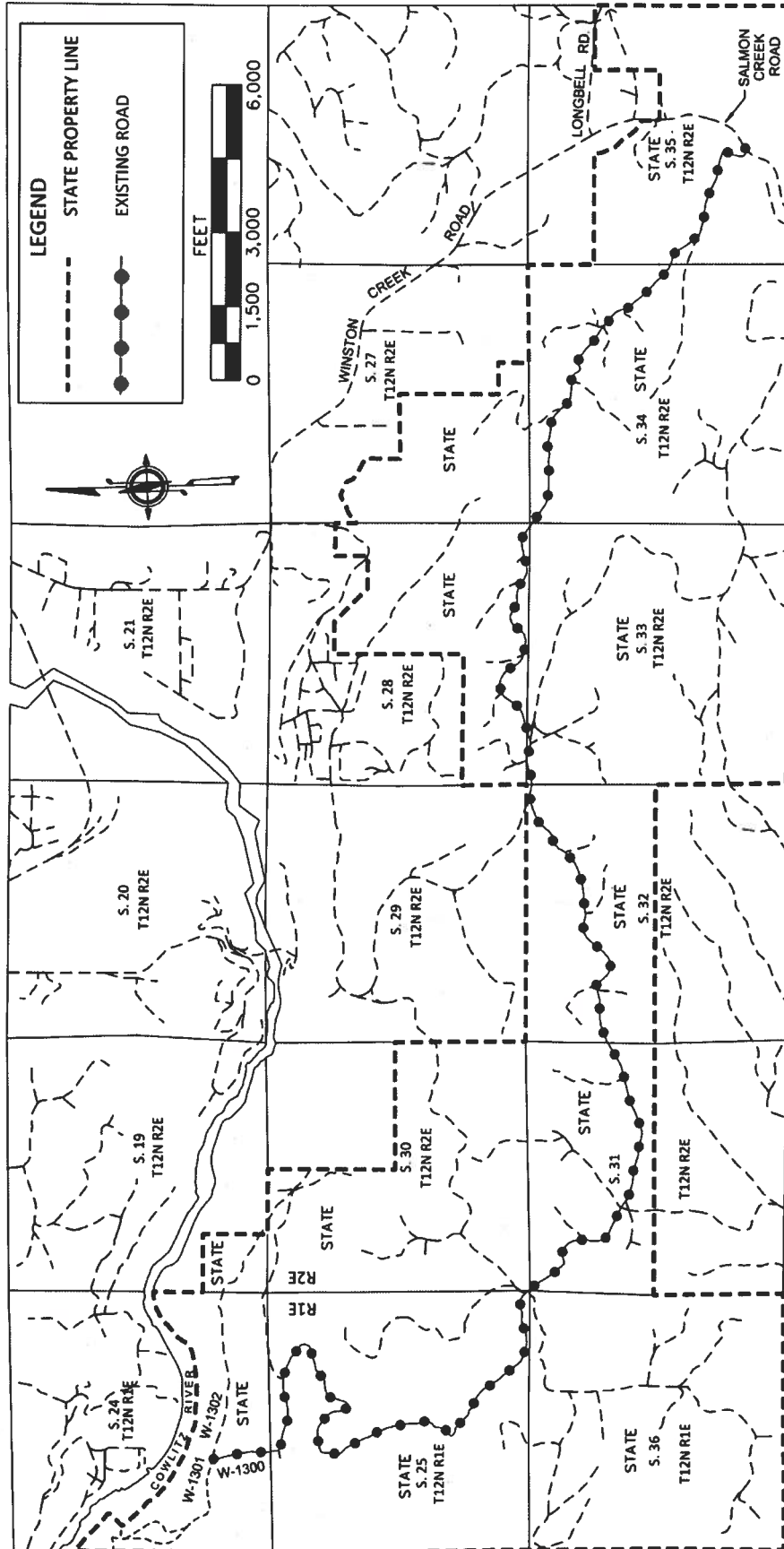


Exhibit J

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands

ROAD USE PERMIT

Permit No. 50-xxxx

THIS PERMIT, made and entered into this _____ day of _____ 2018, by and between the State of Washington, acting by and through the Department of Natural Resources, herein called the "Grantor" and Tacoma Public Utilities therein called the "Grantee."

Conveyance. Grantor, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, for the purpose of hauling forest products a nonexclusive permit to use a road over and across a strip of land, hereinafter defined as the "premises," legally described on Exhibit A. The location of said premises located approximately as shown on Exhibit B, attached hereto. Said premises shall be confined to such widths as indicated on Exhibit B. The word premises when used herein means a strip of land whether or not there is an existing road located thereon. The word "road" shall mean roads now existing or hereafter constructed on the premises, or any segment of such road.

The permit is subject to the terms and conditions hereinafter set out.

Consideration. The consideration paid by the Grantee to Grantor is as follows: \$ 2,000.00 for administrative access

Termination. This permit shall terminate March 1st 2023, or earlier when requested by the Grantee; provided, however, that this permit may be suspended or terminated upon the breach of any of the conditions herein.

Reservations. Grantor reserves all rights incident to fee ownership of the premises and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the premises; the right at all times to cross and re-cross the premises at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the premises. Grantor may grant to third parties any and all rights reserved.

Export Restrictions. Any export-restricted timber originating from state land under this Permit shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which

Exhibit J

prohibits the export of unprocessed western cedar logs harvested from state lands.

Compliance with Laws. For all activities conducted pursuant to this Permit, each party shall, at its own expense, comply with all applicable laws in effect now and as hereafter modified.

Permittees. The Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the Grantee herein. Acts or omissions of the Permittees operating under this Permit shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, the roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;

The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and

A method of payment by which each party using the road or a portion thereof shall pay it's pro rata share of the cost of maintenance and resurfacing.

Repairs. Grantee shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of it's use which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the Grantee if the Grantee is the sole user of the road, the Grantor if the Grantor is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the

Exhibit J

improver.

Compliance with the State's HCP. The premises are located within the State's Habitat Conservation Plan area in connection with Incidental Take Permit No.PRT-812521, as supplemented by Permit No.1168 (collectively ITP). Grantee and all Permittees must comply with the terms and conditions set forth in Exhibit C while operating on the premises.

Prior rights. This permit is subject to any rights and valid claims previously conveyed by Grantor, and to any rights and valid claims pending on said premises. Grantee rights herein are subject to all matters of public record and to all prior unrecorded or recorded easements, permits, leases and options affecting said lands or Grantee rights across, over or upon such lands. Grantee rights herein are also subject to the rights of the Grantor to use its own lands for any and all legal purposes including the use of the land by third parties with the permission of the Grantor.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit D. Non-compliance with these requirements shall constitute a breach of contract and may result in the Grantor suspending operations until the breach is remedied.

Damage. Grantee shall take all reasonable precautions to protect Grantor-owned timber, crops and improvements. The Grantee must notify the Grantor two (2) weeks in advance of completion of said operations for the purpose of inspection for compliance with the terms hereof. Grantee shall pay Grantor for any damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Permit. Grantor shall appraise the damage at market value at the time of damage and bill Grantee for said damages at said value.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the premises, except by prior written approval of the Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the premises except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCRA RCW 70.105D.010). Grantee shall immediately notify the Grantor if the Grantee becomes aware of any release or threatened release of hazardous substance on the premises or adjoining property. If a release of hazardous substance occurs in, on, under, or above the premises arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. Grantee shall not destroy any land survey monuments marking local control points, geodetic control points, and land boundary survey corners without prior written approval

Exhibit J

from the landowner, which shall not be unreasonably withheld. Land survey monuments that must necessarily be disturbed or destroyed during construction or maintenance activities by the Grantee must be adequately referenced and replaced, at the Grantee's expense, under the direction of a Professional Land Surveyor, licensed in the State of Washington, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments. As directed under Chapter 332-120 WAC, a Land Surveyor or Engineer must submit an application with the Department of Natural Resources for permission to temporarily remove or destroy a survey monument.

Fire Prevention and Control. The Grantee shall be responsible for satisfying the requirements of the laws of the State of Washington pertaining to Forest Protection and, in addition thereto, the Grantee shall during the closed season of April 15 through October 15 contact Grantor who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hoses, fire tools, etc., which are deemed necessary for prevention and suppression of fire which may result from the Grantee's operations.

Insurance. Before using any of said rights granted herein and at its own expense, the Grantee shall obtain and keep in force during the term of this agreement and require its contractors, sub-contractors, or other permittees to obtain while operating on the premises, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles.

The limits of insurance shall not be less than as follows:

Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".

Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers'

Exhibit J

liability, commercial general liability or commercial umbrella liability insurance. All contractors, subcontractors, or other permittees of must comply with all State of Washington workers' compensation statutes and regulations.

All insurance should be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception to the State's requirements shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured by the Grantee on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Grantee shall furnish Grantor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the State's permit number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Grantee shall include all Permittees as insureds under all required insurance policies or require separate certificates of insurance and endorsements for each. Contractors, sub-contractors and permittees of Grantee must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and permittees to comply with State's insurance requirements does not limit Grantee liability or responsibility.

Grantee shall furnish upon request certificates of insurance and endorsements for any or all Permittees.

All insurance provided by the Grantee in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee(s) liability under the indemnities and reimbursements granted to State in this agreement.

If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantee must describe its financial condition and the self-insured funding mechanism.

Exhibit J

Indemnity by the Grantee. Grantee shall defend, indemnify and hold harmless State from all claims that arise out of the negligence of the Grantee or its Permittee in their use of the permit. A “claim” as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys’ fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Grantee’s obligation to defend, indemnify, and hold harmless State from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Grantee and its Permittee in contribution to such claim. Grantee waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless State and its Permittee. This indemnification shall survive the expiration or termination of the permit.

Notice. Unless otherwise specified herein, any notices required or permitted under this Permit may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery or upon confirmation of facsimile, whichever is applicable.

To Grantor:

To Grantee:

DEPARTMENT OF NATURAL RESOURCES
Pacific Cascade Region
P.O. Box 280
Castle Rock, WA 98611

Tacoma Public Utilities
3628 South 35th street
Tacoma, WA. 98409-3192

Integrated Agreement; Modification. This Permit constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Permit and supersedes all prior negotiations and representations. This Permit may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Permit.

Severability. If any provision of this Permit is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this Permit, and to this end the provisions of this Permit are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Permit.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, or failure to exercise any rights or remedies provided in this Permit or by law, or to notify the other party in the event of breach, shall not release the other party of any

Exhibit J

of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Permit shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Assignment. This Permit, and any of the rights granted herein, shall not be assigned without prior written consent of Grantor, except that said rights granted herein may be used by any Permittee, while engaged in the Grantee's operations.

Construction. The terms of this Permit shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referred to in this Permit are deemed to be incorporated in this Permit in their entirety.

Headings. The headings in this Permit are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Permit nor the meaning of any of its provisions.

Exhibit J

Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Permit at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as below subscribed.

**WASHINGTON STATE DEPARMENT OF
NATURAL RESOURCES**

GRANTEE

By: Andy Hayes

By:

Title: Acting Deputy Supervisor for State
Uplands

Title:

Address: 1111 Washington St SE
PO BOX 47001

Address: Tacoma Public Utilities
3628 South 35th street
Tacoma, WA. 98409-3192

Phone No. 360-902-1347

Phone No. 253-xxx-xxx

Date: _____

Date: _____

Approved as to Form this
11 day of June, 2004.
By: James Schwartz
Assistant Attorney General
State of Washington

Exhibit J

Exhibit A Legal Description

Township 12 North, Range 1 East, W.M.

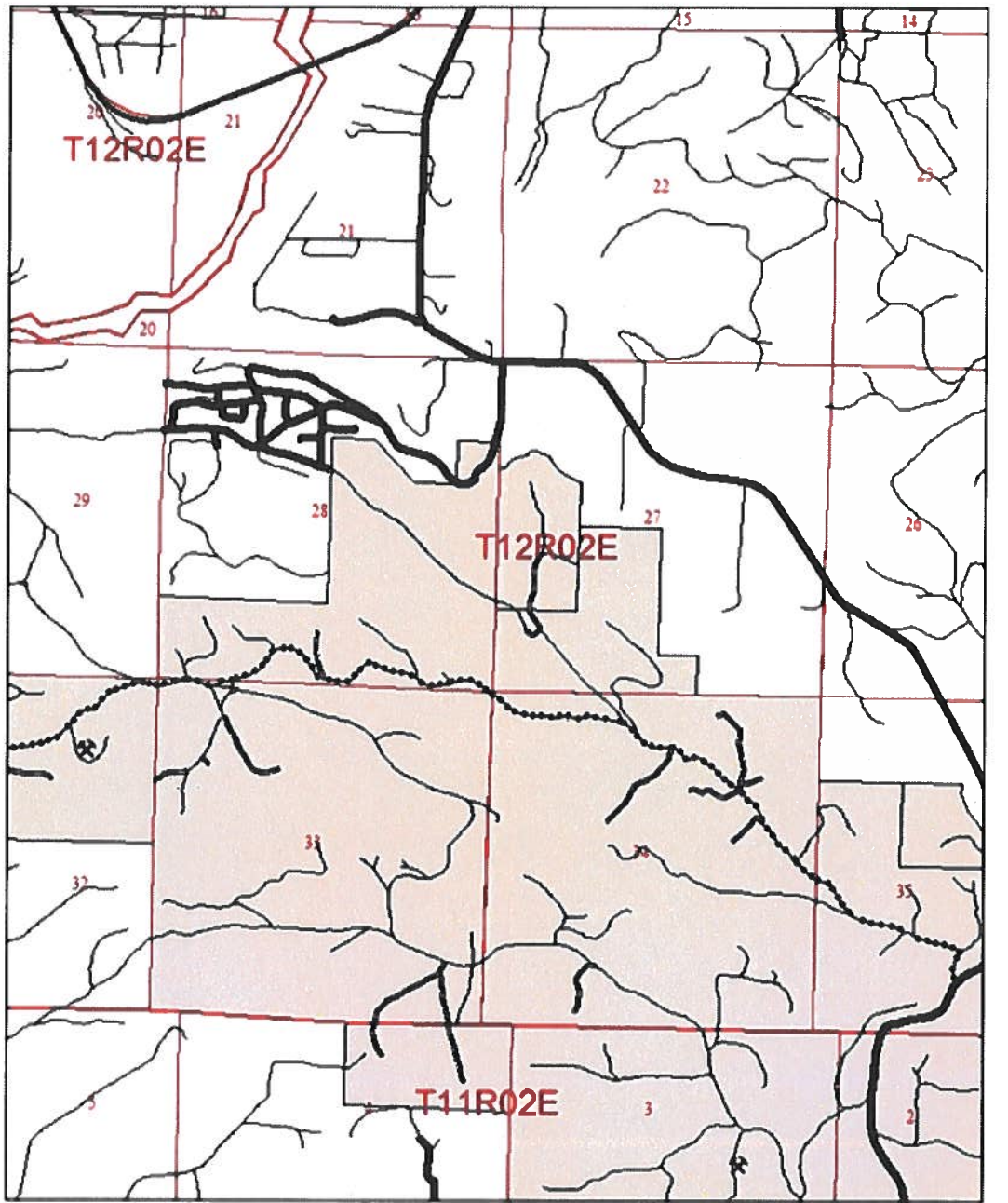
Section 24	Gov't Lots 6, 7, and SW1/4 SW1/4
Section 25 S1/2 SE1/4	E1/2 NW1/4, N1/2 NE1/4, SW1/4 NE1/4, E1/2 SW1/4, NW1/4 SE1/4,
Section 36	NE1/4 NE1/4

Township 12 North, Range 2 East, W.M.

Section 27	SW1/4 SW1/4
Section 28	S1/2 S1/2
Section 30	Gov't Lot 4
Section 31	Gov't Lots 1, 2, SE1/4 NW1/4, S1/2 NE1/4
Section 32	N1/2 NE1/4, S1/2 NW1/4, NE1/4 NW1/4
Section 33	NW1/4 NW1/4, NE1/4 NE1/4
Section 34	N1/2 NW1/4, W1/2 NE1/4, SE1/4 NE1/4, NE1/4 SE1/4
Section 35	N1/2 SW1/4, SE1/4 SW1/4

Exhibit J

Exhibit B-1 Map



Legend

- DNR trust lands
- Road use permit new construction
- Road use existing road
- Roads existing

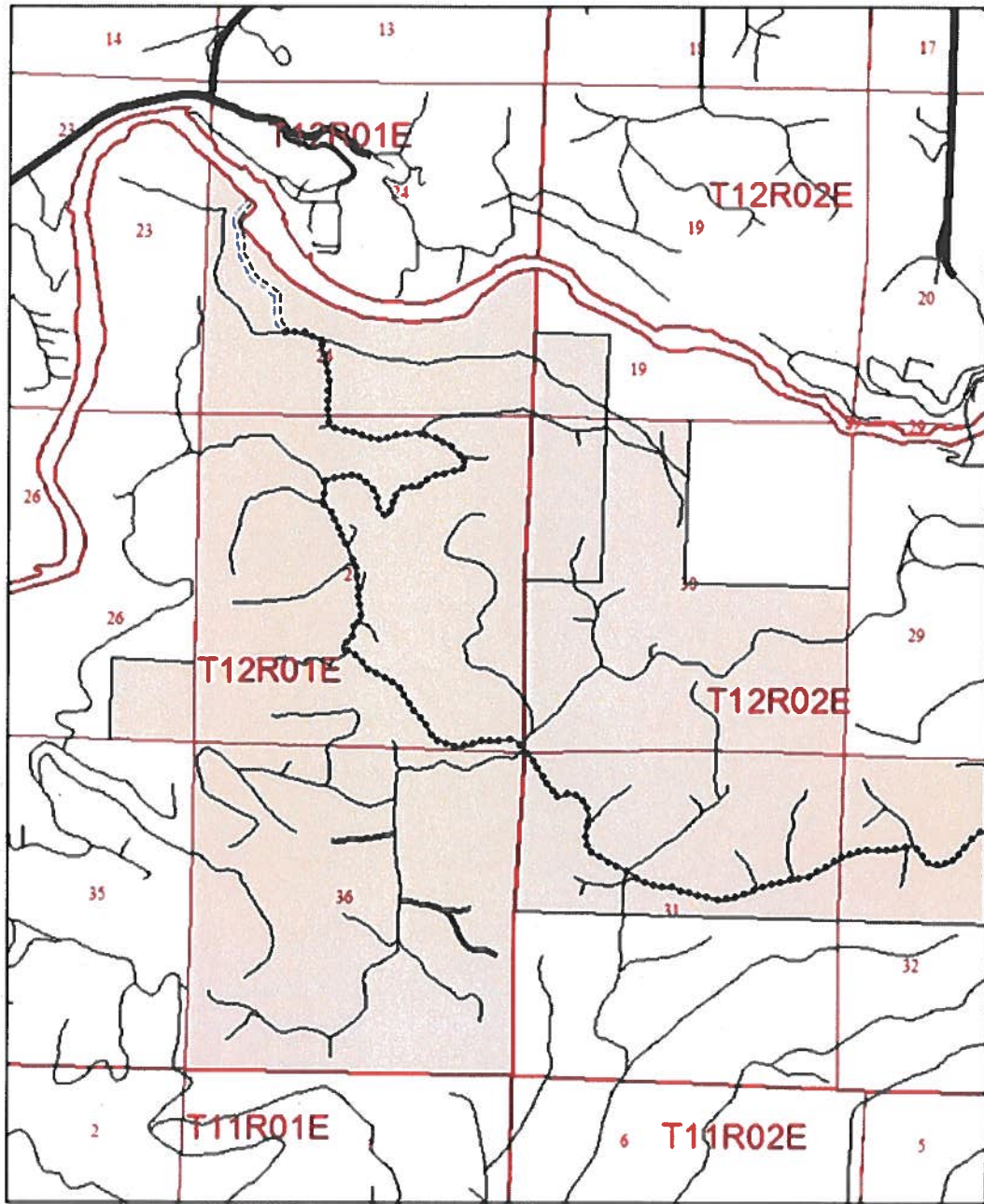
N

0 0.15 0.3 0.6 Miles





Drawn by Wayde Schable 03/01/18

Exhibit J

Exhibit B-2 Map



Legend

-  DNR trust lands
-  Road use permit new construction
-  Road use existing road
-  Roads existing



0 0.15 0.3 0.6 Miles

Drawn by Wayde Schable 03/01/18

Exhibit J

Exhibit C HCP Requirements

1. The Grantee shall immediately notify the State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP the Grantee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Grantees may be required to take certain actions to help the State safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.
3. Any Forest Practices Permit submitted for activities on the Premises must identify that the Premises are covered by the State of Washington, Department of Natural Resources Habitat Conservation Plan and part of the Incidental Take Permit No. PRT-812521, as supplemented by Permit #1168.

Exhibit J

Exhibit D Operational Requirements

Road construction, reconstruction, maintenance, or operation of heavy equipment is not permitted from October 31st through May 31st on State Lands without prior approval from State lands Unit Forester. (Jacob Vaughn) (360) 942-5362

- 1) Roads may not be used for heavy equipment when continued use will result in excessive damage due to weather or other conditions.
- 2) All State roads included in this permit shall be maintained to a condition that meets or exceeds the condition on the date the permit is signed. Permittee shall be solely responsible for all costs incurred for damages to states roads incurred from Tacoma Powers use of roads for hauling of heavy equipment or cement trucks to States' roads included in this permit.
- 3) Roads may not be hauled on if there is a threat of delivery of sediments to any live water.
- 4) Administrative access is allowed year around.

Exhibit K

Budget

Cost for Tacoma Power permitting, road construction, and purchase of easement on existing road to county road.

Activity	Cost
Forest Practices Application	\$ 631.60
State Environmental Policy Act Application	\$ 322.50
Engineering Geologic Landslide Risk Assessment	\$ 7,000.00
Value of the trees (timber) to be cut on new road	\$ 2,000.00
Road building and rocking for all weather road	\$ 138,313.91
Road Use Permit; New Road and Existing Road Maintenance for 5 years (2018-2023)	\$ 2,000.00
Easement Cost for Existing road to county road	\$ 25,147.20
Total for Agreement	\$ 175,415.21