

**MEMORANDUM**  
**For Meeting of December 9, 2008**

TO: Mayor and Councilmembers  
 THROUGH: Steve Worthington, City Manager  
 FROM: Russ Blount, Public Works Director

SUBJECT: **Resolution No. 1272** – Authorize Agreement with WSDOT for Construction Staging

**REPORT IN BRIEF:** The Washington State Department of Transportation (WSDOT) will permit the City of Fife to use WSDOT-owned property for staging Fife's Valley Avenue project, subject to specific conditions; Resolution 1272 would authorize acceptance of those conditions.

**BACKGROUND:** The Washington State Department of Transportation (WSDOT) owns parcel numbers 0420171030 and 0420171008 abutting Valley Avenue, which it purchased for right of way proposes for the SR 167 interchange. WSDOT has agreed to allow the City and its contractors to use parcel nos. 0420171030 and 0420171008 as a staging area for equipment, supplies and officer trailers for the Project, in accordance with the terms and conditions of General Permit No. 47390, a copy of which is attached hereto as Exhibit "A".

**ATTACHMENT:** Resolution No. 1272, WSDOT General Permit 47390.

**DISCUSSION:** The WSDOT properties are located on the north side of Valley Avenue, across from Louis and Lucy Cerqui's residence. As such, they are convenient to most of the construction site. It is our intent to write the construction contract to permit the contractor to use the WSDOT properties subject to the contractor absorbing all insurance and restoration costs associated with the WSDOT permit. If the use of the WSDOT site is of a net benefit to the contractor, that benefit should be reflected in the total project price bid. If the use of the WSDOT site would not be of net benefit, the contractor will not be required to use it and there will be no negative impact on the total project price bid.

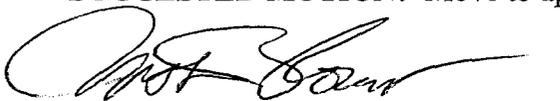
**FISCAL IMPACT:** The permit requires the City to carry Environmental Impairment Insurance, or require the contractor to carry such insurance, of at least \$500,000 per occurrence and \$1,000,000 general aggregate. This is usually excluded from standard CGL policies, so would be an additional cost to the City either directly if it obtains the coverage itself, or indirectly as an added cost to the contractor.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve Resolution 1272.
2. Amend Resolution 1272 and then approve Resolution 1272.
3. Decline to approve Resolution 1272.

**RECOMMENDATIONS:** Approve Resolution 1272 as drafted.

**SUGGESTED MOTION:** Move to approve Resolution 1272.



Russ Blount  
 Public Works Director



Approved for Agenda:  
 Steve Worthington, City Manager

RESOLUTION NO. 1272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO OBTAIN A RIGHT OF WAY USE PERMIT FROM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, on June 24, 2008, the City Council passed Resolution No. 1197, adopting the Six Year Transportation Improvement Program (2009 to 2014) ("TIP"); and

WHEREAS priority number 1 on the TIP is reconstruction of Valley Avenue East from 70<sup>th</sup> Avenue East to Freeman Road (the "Project"); and

WHEREAS, WSDOT owns parcel numbers 0420171030 and 0420171008 abutting Valley Avenue, which it purchased for right of way proposes for the SR 167 interchange; and

WHEREAS, WSDOT has agreed to allow the City and its contractors to use parcel nos. 0420171030 and 0420171008 as a staging area for equipment, supplies and officer trailers for the Project, in accordance with the terms and conditions of General Permit No. 47390, a copy of which is attached hereto as Exhibit "A" ; and

WHEREAS, the Council has reviewed General Permit No. 47390 and finds that it is in the best interests of the City and its citizens to execute the permit; now therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute on behalf of the City, WSDOT General Permit No. 47390, substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 9<sup>th</sup> day of December, 2008.

\_\_\_\_\_  
Barry D. Johnson, Mayor

Attest:

\_\_\_\_\_  
Steve Marcotte, City Clerk

# Application for General Permit

Permit No. **47390**

## Applicant - Please print or type all information

Application is Herby Made For:  General Permit (no fee)  
 General Permit \$2.50 (Subject to RCW 47.12.140(2))

Intended Use of State Right of Way is to Construct, Operate, and Maintain a:  
Two WSDOT Parcels to be used as a staging area for equipment, supplies and office trailer(s) by City of Fife for their Valley Avenue Project.  
Pierce County Parcel Numbers: 0420171030 and 0420171008

Note: This temporary General Permit will expire December 31, 2010, unless an extension is authorized in writing.  
Note: Wapato Creek (at back edge of property) shall be protected from erosion and pollution.  
Note: WSDOT will review and approve temporary erosion sediment control plans, spill prevention plans and fugitive dust plans prior to occupation of property.

on a portion of State Route 167 from Mile Post 6.180 to Mile Post \_\_\_\_\_ in Pierce County,  
SW 1/4 of NE 1/4 of Section 17 Township 20 Range 4 West/East W.M. E

Fees in the amount of 0 are paid to defray the basic administrative expense incident to the processing of this application according to RCW 47.12.140(2) and amendments. The applicant further promises to pay additional costs incurred by the Department on the behalf of the applicant.

**Checks or Money Orders are to be made payable to "Washington State Department of Transportation".**

### City of Fife

Applicant (Referred to as Permit Holder)

**3725 Pacific Highway E.**

Address

**Fife**

City

**WA 98424**

State Zip Code

**253-922-9315**

Telephone

Applicant Authorized Signature

Print or Type Name

**Director**

Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Federal Tax ID Number or Social Security Number

## Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department", hereby grants this Permit subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof. Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval.

## For Department Use Only

### Exhibits Attached

Exhibit A: Special Provisions for Highway Encroachment, Pages 1 and 2  
Exhibit B: Other Special Provisions for Temporary General Permit, Pages 1, 2, 3, and 4  
Exhibit C: WSDOT Parcel Acquisition Plan, Page 1

### Department Approval

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Expiration Date: **12/31/2010**

## General Provisions

1. The Permit Holder, its successors and assigns, agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Permit Holder, its assigns, agents, contractors, licensees, employees or any person whomsoever, in connection with Permit Holder's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit. In case any suit or action is brought against the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Permit Holder, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgement against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of Washington's agents or employees and (b) the Permit Holder or Permit Holder's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permit Holder or the Permit Holder's agents or employees.

The Permit Holder, and on behalf of its assigns, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Permit Holder's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit against the State of Washington, its agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Permit Holder's property by the State of Washington, its agents, contractors or employees.

2. During the progress of the work, such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.
3. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road.
4. If the work done under this permit interferes in any way with the drainage of the State highway, the Permit Holder shall wholly and at its own expense make such provision as the Department may direct to take care of said drainage.
5. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
6. All of the work herein contemplated shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Permit Holder.
7. The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.
8. All such changes, reconstruction, or relocation by the Permit Holder shall be done in such manner as will cause the least interference with any of the Department's work, and the Department shall in no wise be held liable for any damage to the Permit Holder by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the Department upon roads, streets, public places, or structures in question.
9. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private companies or individuals, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
10. The Department may revoke, amend, or cancel this permit or any of the provisions thereof at any time by giving written notice to the Permit Holder. The Permit Holder shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation shall be removed by the department at the Permit Holder's expense.
11. The party or parties to whom this permit is issued shall maintain at its or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the Department.
12. Upon approval of this permit the Permit Holder shall diligently proceed with the work and comply with all provisions herein.
13. This permit is subject to all applicable provisions of RCW47.32, RCW 47.40 and/or RCW 47.12.140(2) and amendments thereto. Chapter 47.44 RCW, and amendments thereto.
14. The Permit Holder hereby certifies that the facilities described in this permit are in compliance with the Control Zone Guidelines.

# Special Provisions for Highway Encroachments

Permit No. 47390

Applicable provisions are denoted by

1. No work provided for herein shall be performed until the Permit Holder is authorized by the following Department representative:
- Neal Campbell, Local Programs**  
**WSDOT, Olympic Region**  
**PO Box 47440**  
**Olympia, WA 98504-7440**  
**(360) 357-2666**
2. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Permit Holder and Permit Holder's engineer, contractor, and inspector shall be present.
3. Should the Permit Holder choose to perform the work outlined herein with other than its own forces, a representative of the Permit Holder shall be present at all times unless otherwise agreed to by the Department representative. All contact between the Department and the Permit Holder's contractor shall be through the representative of the Permit Holder. Where the Permit Holder chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Permit Holder within the State right of way until said requirement is met. The Permit Holder, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor, subcontractor, agent, and others, so as not to endanger or injure any person or property.
4. A copy of the permit must be on the job site and protected from the elements at all times during any of the construction authorized by said permit.
5. This permit does not give the Permit Holder or any agent or contractor of the Permit Holder any rights to cut, spray, retard, remove, destroy, damage, disfigure or in any way modify the physical condition of any vegetative material located on the highway right of way, except by written permission from the Department or for purposes as described by No. 6 if denoted below. All restoration shall be done to the satisfaction of the Department at the sole expense of the Permit Holder.
6. If necessary to increase sight distance, brush shall be removed from both sides of the access connection and stumps shall be removed. The indiscriminate cutting of merchantable timber or disfiguring of any feature of scenic value shall not be permitted.
7. The access connection(s) shall be constructed in accordance with the attached  
Sufficient length of \_\_\_\_\_ diameter culvert pipe shall be placed in ditch and laid to a true line and grade.  
The access connection(s) shall be surfaced to the limits as shown on the plan with a 150 millimeter (6 inch) minimum compacted depth of gravel base material and a 80 millimeter (3 inch) compacted depth of crushed surfacing top course. Asphalt paving will not be required. Finished grade of the access connection shall be in accordance with the profile control as shown on the attached plan. Directing of surface water from private property to Department right of way will not be permitted, unless otherwise approved by the Department.
8. The access connection(s) shall be constructed in accordance with the attached  
Sufficient length of \_\_\_\_\_ diameter culvert pipe shall be placed in ditch and laid to a true line and grade.  
The access connection(s) shall be surfaced to the limits as shown on the plan with a 150 millimeter (6 inch) minimum compacted depth of gravel base material, a 80 millimeter (3 inch) minimum compacted depth of crushed surfacing top course, and paved with a 80 millimeter (3 inch) minimum compacted depth of Asphaltic Concrete Class B unless otherwise specified by the Department. Any existing oil mat on shoulder or roadway shall be removed and new pavement laid to a butt joint with existing pavement. Finished grade of new pavement shall be in accordance with the profile control as shown on attached plan. Directing of surface water from private property onto Department right of way will not be permitted, unless otherwise approved by the Department.
9. All buildings and appurtenances shall be so located at a distance from the right of way line of any State Highway that none of the right of way therefore is required for use of the patrons or customers of any such establishment. Permit Holder shall comply with local building codes. Set-back requirements for the location of buildings in relation to the right of way line are a function of local authorities, and they should be consulted regarding requirements that must be adhered to.

10. The Permit Holder agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.
11. Work within the right of way shall be restricted to between the hours of \_\_\_\_\_ and \_\_\_\_\_ and / or \_\_\_\_\_, and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.
12. The shoulders, where disturbed, shall be surfaced with crushed surfacing top course \_\_\_\_\_ minimum compacted depth, or as directed by the Department. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. The restored shoulder must not have any strips or sections less than 0.6 meters (2 feet) wide. The restored shoulder shall be surfaced with \_\_\_\_\_
13. The Permit Holder shall be responsible for constructing and maintaining the access connection(s) and appurtenances between the shoulder line of the highway and the right of way line inclusive of surfacing and drainage. The Department has the right to inspect all installations at the time of construction and at any time afterward and to require that necessary changes and repairs be made. Unsatisfactory work will be corrected by the Department, at the Permit Holder's expense, or access may be removed at the Permit Holder's expense. Directing of surface water from private property onto Department right of way will not be permitted.
14. The access aconnection shall be sufficiently surfaced back an adequate distance from the edge of the pavement to prevent any tracking of material onto the highway. Any tracking of material onto the highway shall be subject to enforcement of Chapter 46.61.655 RCW and shall be immediately cleaned up by the Permit Holder or the Permit Holder's agent.
15. Standard highway warning signs designated as "Truck Crossing" sign, plate W8-6, shall be placed and maintained at Permit Holder's expense on each side of the access connection. Signs shall be in evidence only when access is actually being used. If necessary, flagmen shall be provided. Sufficient parking space shall be provided by the Permit Holder outside Department right of way so no vehicles will be parked on said right of way.
16. All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the Department.
17. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All hazards shall be marked by warning signs, barricades, and lights. If necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations shall be specified by the Department's representative.
18. During the construction and/or maintenance of this facility, the Permit Holder shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways, (Federal Highway Administration) and Washington modifications thereto. If determined necessary by the Department, the Permit Holder shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.
19. Bond coverage required to ensure proper compliance with all terms and conditions of said permit will be furnished by a Blanket Surety Bond held by the Department at the Olympia Service Center.
20. A surety bond in the amount of \_\_\_\_\_ written by a surety company authorized to do business in the State of Washington shall be furnished to ensure compliance with any and all of the terms and conditions of this permit and shall remain in force until all work under this permit has been completed and approved by the Department.
21. Relative to advertising adjacent to all State highways, we wish to call your attention to the Sceni Vistas Act of 1971, Chapter 47.42 RCW and State Transportation Commission ruling Chapter 468-66 WAC. Violation of this section of the statutes will be sufficient cause for cancellation of this permit. On-premise signs are allowed.
22. The Permit Holder shall notify the Department's representative upon completion of the work under this permit so that a final inspection can be made.
23. The responsibility of the Permit Holder for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by Department approval of plans, specifications, or work, or by the presence at the work site of Department representatives, or by compliance by the Grantee with any requests or recommendations made by such representatives.
24. All material and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the Department.

Exhibit B:  
Other Special Provisions for Temporary General Permit #47390

1. **USE OF PREMISES.** No use other than **CONSTRUCTION STAGING AND LAYDOWN** is permitted without the prior written approval of the STATE. In using the Premises, the CITY shall comply with all policies and regulations, including, but not limited to Chapter 47.42 RCW et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by the STATE relative to the location, operation, and maintenance of improvements located on the Premises. Furthermore, in using the Premises, it is expressly agreed that the CITY shall (A.) comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force, and (B.) secure all necessary permits and licenses for the uses of the Premises authorized in this Permit. Direct access to ramps or traveled lanes of limited access highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by the STATE. CITY shall not commit or allow to be committed any waste upon the Premises nor allow any public or private nuisance.

2. **SIGNS, DISPLAY LIGHTS, ADVERTISING MATERIALS.** Signs, display lights, or advertising media/materials are not permitted.

3. **FENCES.** If any fence is damaged as a result of the CITY's activities, the CITY will immediately repair such damage at its cost and to the STATE's satisfaction.

4. **CONDITION OF THE PROPERTY.** The STATE and CITY acknowledge that they have jointly examined the Premises and the CITY accepts said Premises in its present condition as of the date the Permit is issued.

5. **MAINTENANCE.** The CITY shall perform or cause to be performed at its expense all maintenance of the Premises that will include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of the STATE.

6. **ENVIRONMENTAL REQUIREMENTS.**

A. The CITY represents, warrants and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Permit, Environmental Laws means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits.

B. Except for gasoline, diesel and other petroleum and road construction substances normally used in road construction, toxic or hazardous substances are not allowed on the Premises without the express written permission of the STATE and under such terms and

conditions as may be specified by the STATE. For the purposes of this Permit, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations. In the event such permission is granted, the disposal of such materials must be done in a legal manner by the CITY.

C. CITY agrees to cooperate in any environmental investigations conducted by STATE staff or independent third parties where there is evidence of contamination on the Premises, or where the STATE is directed to conduct such audit by an agency or agencies having jurisdiction. CITY will reimburse the STATE for the cost of such investigations, where the need for said investigation is determined to be caused by the CITY's operations. CITY will provide the STATE with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. CITY will permit the STATE to participate in all settlement or abatement discussions. In the event that the CITY fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within Ninety (90) days of such notice, the STATE may elect to perform such work, and the CITY covenants and agrees to reimburse the STATE for all direct and indirect costs associated with the STATE's work where those costs are determined to have resulted from the CITY's use of the Premises. The CITY further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Permit, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws.

E. CITY agrees to defend, indemnify and hold harmless the STATE from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent STATE property, and which are caused by or result from CITY's activities on the Premises. CITY further agrees to retain, defend, indemnify and hold harmless the STATE from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

F. The Contractor's Spill Prevention, Control and Countermeasures Plan for the Premises shall be submitted to the STATE for review and comment. The STATE's comments shall be incorporated into the plan. A copy of the approved plan will be also be submitted to the STATE.

**7. LIENS.**

A. Nothing in this Permit shall be deemed to make the CITY the agent of the STATE for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. The CITY acknowledges that the STATE may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the CITY.

B. The CITY shall at all times indemnify and hold harmless the STATE from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises, the CITY shall:

(1) Record a valid Release of Lien;

(2) Deposit sufficient cash with the STATE to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or

(3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should the CITY fail to accomplish 1, 2, or 3, above, within Fifteen (15) days after the filing of such alien, the Permit shall be terminated

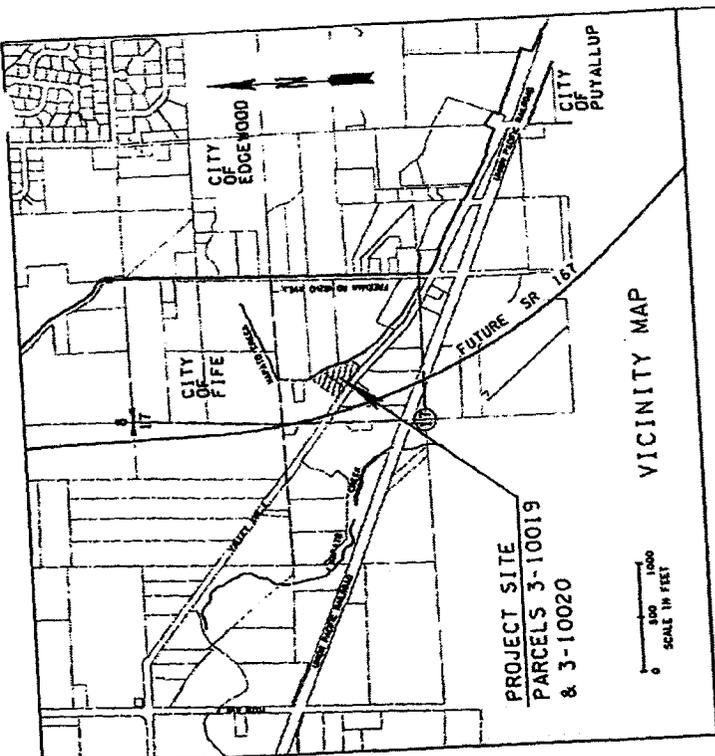
**9. INSURANCE.**

The CITY shall Require the Contractor to name the STATE as an additional insured for all insurance required by the standard specifications. The CITY shall not modify the insurance requirements in the standard specifications except to add additional coverage(s).

**10. ENVIRONMENTAL IMPAIRMENT INSURANCE.** The CITY shall carry Environmental Impairment Insurance, or require the Contractor to carry such insurance, naming the STATE as an additional insured. Such insurance shall protect against Superfund or other environmental liabilities caused by, contributed to or by, or otherwise the responsibility of the CITY. The required coverage shall not be less than the greater of either, (A.) that required by law, or (B.) Five Hundred Thousand and no/100 Dollars (\$500,000.00) combined single limit per occurrence with a general aggregate amount of not less than One Million and no/100 Dollars (\$1,000,000.00) per policy period. Coverage in the minimum amounts set forth herein shall not be construed to relieve the CITY from liability in excess of such coverage. The CITY agrees that the STATE may request increases in said coverages by written notice to the CITY, as the STATE deems reasonable and necessary.

**13. STATE'S APPROVAL OF DESIGN AND CONSTRUCTION.** The STATE shall be furnished with two sets of complete plans, details, and specifications and any revisions thereto related to the use of the Premises. No work shall be done without the prior written approval of such plans by the STATE. All construction work shall be done in conformity with the plans and specifications as approved. The STATE may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure compliance with the plans and specifications, , and compliance with the STATE's safety standards..

**18. RESTORATION OF SITE.** The City agrees to restore the Premises to its condition prior to the CITY's occupancy within 60 calendar days of physical completion of this project. This work is to be done at the CITY's expense to the satisfaction of the STATE.



PROPERTY DIMENSIONS CALCULATED FROM FIELD MEASUREMENTS  
BY DAVID LYMAN AND AERIAL PHOTOGRAPHY PROVIDED BY TERRY LITTLE  
CALCULATED DIMENSIONS: THIS NUMBER IS APPROXIMATE. THE ACTUAL  
DIMENSIONS WILL VARY SLIGHTLY FROM THE DIMENSIONS SHOWN ON THIS  
MAP. PARCELS 3-10019 AND 3-10020 ARE SUBJECT TO A DEED OF TRUST  
FILED UNDER NO. 2007-118888 IN THE COUNTY OF PIERCE, WASHINGTON.  
DATE MAY 19, 2008.

**SR 167**

**PARCEL ACQUISITION PLAN**

PIERCE COUNTY

PARCELS 3-10019 & 3-10020

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
WYOMING DIVISION

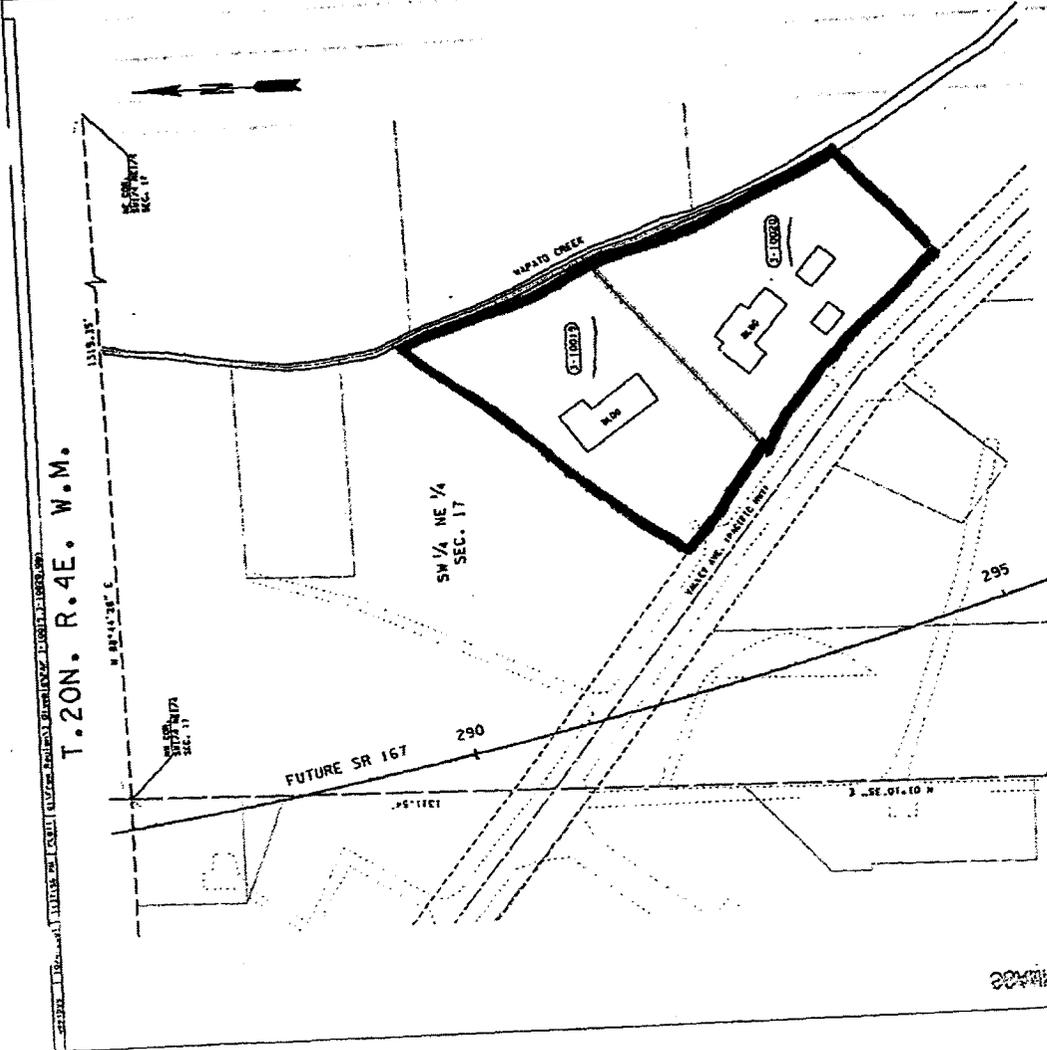
APPROVED  
DATE 10/19/07

OCTOBER 1, 2007

RIGHT OF WAY PLANS NUMBER  
SR 167

SHEET 1 OF 1 SHEET

B-116



**OWNERSHIPS**

| PARCEL  | OWNER | ACQUISITION DATE | RECORD NUMBER |
|---------|-------|------------------|---------------|
| 3-10019 |       |                  |               |
| 3-10020 |       |                  |               |