

**AGREEMENT BETWEEN THE PORT OF TACOMA,  
THE CITY OF TACOMA, AND CASCADE LAND CONSERVANCY  
REGARDING JULIA GULCH**

This AGREEMENT is made and entered into effective as of January 3, 2008, by and between the PORT OF TACOMA, a Washington port district, hereinafter referred to as the "Port", the CITY OF TACOMA, a Washington municipal corporation, hereinafter referred to as the "City", and CASCADE LAND CONSERVANCY, a Washington nonprofit corporation, hereinafter referred to as "CLC".

WHEREAS, the Port and the City desire to purchase certain undeveloped real property consisting of 31.66 acres, more or less, located on Norpoint Way NE in Tacoma, Washington, Identified as Pierce County Assessor-Treasurer Parcel No. 0321253000, 0321253042, and 0321253043, commonly known as "Julia Gulch", and more particularly described in Exhibit A attached hereto (the "Property"), for the purpose of preserving the Property as open space; and

WHEREAS, CLC is a conservation organization having among its purposes the acquisition of open space and critically important ecological systems in King, Snohomish, Pierce, Kittitas and Mason counties and surrounding counties, and has agreed to facilitate the purchase of the Property on behalf of the Port and the City, to hold a Conservation Easement on the Property, and to provide certain stewardship services with respect to the Property;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Facilitation of Purchase by CLC.** CLC will facilitate the purchase of the Property. CLC's facilitation will include communication with Woodworth & Company, Inc., the present owner of the Property, hereinafter referred to as "Seller", on behalf of the Port and the City regarding the Purchase And Sale Agreement, due diligence (including obtaining a competent consultant to perform a Level I Environmental Assessment of the Property, and a Level II Environmental Assessment of the Property if indicated by the Level I Report and requested by the Port and the City, any other site assessment work deemed necessary by the Port and the City, and obtaining copies of all historical documents regarding the Property from Seller, and such other due diligence regarding the Property reasonably requested by the Port and the City), and advances of funds as necessary for such purposes, which shall be for the items and in the amounts set forth on the estimated schedule of due diligence and closing costs attached as Exhibit B hereto unless otherwise agreed to by both the Port and the City. CLC will be reimbursed for its services and its reasonable out-of-pocket costs for its due diligence activities pursuant to this Agreement and Exhibit B (or as otherwise agreed in writing by both the Port and the City) at Closing. If the transaction does not close, then the Port and the City shall each pay CLC one-half (1/2) of such costs directly. CLC will keep the Port and the City informed of all communications with the Seller and all due diligence activities, and will use its best efforts to cooperate with the

Port and the City to maximize the benefits to the Port and the City regarding this transaction. CLC will not take any action with respect to this transaction without prior written authorization from both the Port and the City.

2. **Conservation Easement.** Upon Closing of the purchase of the Property by the Port and the City, the Port and the City will record a conservation easement on the Property, naming Cascade Land Conservancy as a grantee, to preserve the Property as open space and protect it from development in perpetuity. The conservation easement will be in substantially the form attached as Exhibit C hereto.

3. **Stewardship.**

3.1 **General.** From and after Closing of the purchase of the Property by the Port and the City, CLC will perform certain stewardship services with respect to the Property in accordance with the Conservation Easement and pursuant to the Stewardship Endowment Calculation Worksheet attached as Exhibit D hereto. As stated in the Conservation Easement, the paramount objective with respect to CLC's stewardship activity shall be to preserve the Property as open space and to protect it from development and degradation. CLC shall perform its stewardship services in a skilled and competent manner indefinitely, unless terminated by a final and unappealable order of a court of competent jurisdiction. Provided, however, that the enhanced monitoring activities described in Subsection 3.2 below may be terminated or altered by an agreement in writing signed by the Port, the City, and CLC.

3.2 **Monitoring Visits.** Without limiting the scope of the provisions in Section 3.1 above, CLC will conduct three (3) monitoring visits each year to monitor dumping of garbage and debris on the Property. After each monitoring visit, CLC will send a monitoring report to the Port and the City to notify them of any necessary actions on the Property, and documenting the type and volume of any garbage and debris on the Property. If there is garbage or debris on the property, CLC will coordinate with the City for removal. CLC will not be responsible for hiring contractors to remove the garbage and debris, nor will CLC conduct volunteer events to collect the garbage and debris. CLC will also not be responsible for the cost of removing the garbage and debris. The expense of CLC conducting these additional stewardship activities is included in the Stewardship Endowment Calculation Worksheet attached as Exhibit D hereto. CLC will conduct these stewardship activities until this Agreement is terminated as provided in Section 3.1 above or modified by the parties by a written amendment to this Agreement.

3.3 **Payment for Stewardship Services.** The Port will pay up to \$45,000 of the cost of a stewardship endowment for the Property, exclusive of surface water management fees or their equivalent, in accordance with the Stewardship Endowment Calculation Worksheet attached as Exhibit D hereto. The Port will not be required to contribute to any future cost of any kind or nature related to the stewardship of the Property, unless otherwise agreed to by the Port in its sole and absolute discretion. The City will pay \$6,000 towards the funding of the stewardship endowment. The City will pay surface water management fees or their equivalent as


assessed for the duration of this Agreement. Any unforeseen costs relating to the Property and not included in this Agreement, and not funded by the \$75,000.00 contribution for conservation easement, enforcement, and monitoring received from General Metals of Tacoma, Inc., will be shared equally by the Port and the City. If this Agreement or the Conservation Easement are modified or terminated after the Port or the City have contributed funds towards the stewardship of the Property, then the Port and the City shall be entitled to a refund of the unused or unamortized portion of such funds contributed by such party(ies) to the extent affected by such modification or termination.

4. **Complete Agreement.** This Agreement constitutes the complete and final agreement of the parties with respect to its subject matter, replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties with respect to its subject matter, and may be modified only by a writing signed by the parties hereto.

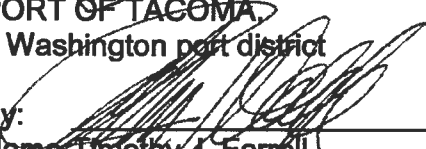
5. **Counterpart Signatures.** This Agreement may be executed in two or more counterparts, and each counterpart so executed shall constitute part of one Agreement binding on all parties that have executed the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set forth below.

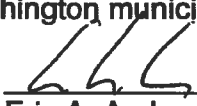
CASCADE LAND CONSERVANCY,  
a Washington nonprofit corporation

By:   
Name: Casey O'Connor  
Title: Executive Vice President  
Date: 2/2/08

PORT OF TACOMA,  
a Washington port district

By:   
Name: Timothy J. Farrell  
Title: Executive Director  
Date: 2-26-08

CITY OF TACOMA,  
a Washington municipal corporation

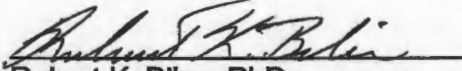
By:   
Name: Eric A. Anderson  
Title: City Manager  
Date: 03/14/08




**CITY OF TACOMA**  
**Approved:**

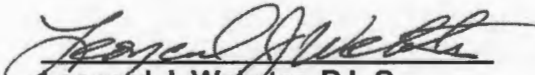


Michael P. Slevin III, P.E.  
Interim Public Works Director


PH   
Robert K. Biles, PhD  
Finance Director

  
Deborah L. Dahlstrom  
Risk Manager

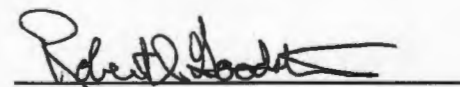
**Legal Description Approved:**

  
Leonard J. Webster, P.L.S.  
Chief Surveyor

**Approved as to form:**

  
Steve Gross  
Assistant City Attorney

**PORT OF TACOMA**  
**Approved as to form:**

  
Robert I. Goodstein  
General Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN LYING EASTERLY OF JULIA'S GULCH COUNTY ROAD (NOW KNOWN AS NORPOINT WAY N.E.).

EXCEPT ANY PORTION THEREOF CONVEYED BY WARRANTY DEED RECORDED APRIL 27, 1965 UNDER RECORDING NUMBER 2098575.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Pierce County Assessor-Treasurer Parcel No. 0321253000, 0321253042, and 0321253043.

## **EXHIBIT B**

### **ESTIMATED CLOSING COSTS**

The Port of Tacoma and the City of Tacoma agree to split evenly the closing costs associated with the purchase of the Julia Gulch Property. The known closing costs and other expenses associated with the due diligence and purchase of the Property are estimated to be as follows:

Recording Fees:	\$300.00
Escrow Closing Costs:	\$1,360.00
Title Insurance	\$1,276.22
Hazardous Materials Assessment Phase I:	\$3,255.00
CLC Professional Services Fee:	\$12,000.00
<b>Total known approximate closing costs:</b>	<b>\$18,191.22</b>

## **EXHIBIT C**

### **CONSERVATION EASEMENT**

When recorded return to:

Cascade Land Conservancy  
917 Pacific Avenue, Suite 304  
Tacoma, WA 98402  
Attn: Ryan N. Mello, Pierce County Conservation Director

### **GRANT DEED OF CONSERVATION EASEMENT**

Grantor: Port of Tacoma & City of Tacoma  
Grantee: Cascade Land Conservancy  
Legal Descr: Portion of SW ¼ of Section 25, Township 21N, Range 3E  
Full legal description in Exhibit A, page A-1 (23) of this document  
Parcel No.: 0321253000, 0321253042, and 0321253043

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made effective as of the date of recording by and between the PORT OF TACOMA, a Washington port district and its successors and assigns and the CITY OF TACOMA, a Washington municipal corporation and its successors and assigns, (collectively "Grantor"), in favor of the Cascade Land Conservancy, a Washington nonprofit corporation, at 615 Second Avenue, Suite 625, Seattle, Washington 98104, and its successors and assigns ("Grantee").

#### **I. RECITALS**

A. Grantor is the sole owner in fee simple of that certain real property (the "Protected Property") located in Pierce County, Washington, more particularly described in Exhibit A (legal description) and shown on Exhibit B (site map), which are attached and incorporated into this Easement by this reference.

B. The Protected Property possesses natural, open space and passive recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of Tacoma, Pierce County and the people of the State of Washington.

C. The Protected Property consists of steep slopes, deciduous and conifer trees such as maple, madrones and Douglas fir along with bird nesting habitat for eagles and other birdlife, and habitat areas and a wildlife corridor for other animals including coyotes and deer.

D. The Protected Property is also extremely desirable property for substantial residential development because of its location and orientation. In the absence of a Grant Deed of Conservation Easement, the Protected Property could be developed in a manner which would destroy or significantly degrade the Conservation Values of the Protected Property.

E. The specific Conservation Values of the Protected Property are further documented in an inventory of relevant features of the Protected Property, on file at the offices of Grantee and incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Grantor and Grantee further agree that within three (3) months of the execution of this Easement, a collection of additional Baseline Documentation may be compiled by Grantee, at no cost to Grantor, and incorporated into the Easement by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability of this Easement or any of its provisions.

F. Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by permitting only those land uses and activities on the Protected Property that do not significantly impair or interfere with the Conservation Values.

G. Grantor, as owner of the Protected Property, has the right to protect, and preserve the Conservation Values of the Protected Property, and desires to transfer such rights to Grantee in perpetuity.

H. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to promote the preservation of open space and critically important ecological systems in Pierce County and surrounding counties in Washington State.

I. Grantee agrees, by accepting this Easement, to honor the intentions of Grantor as stated in this Easement and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

## **II. CONVEYANCE AND CONSIDERATION**

A. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Easement, Grantor hereby voluntarily grants, conveys, and quitclaims to Grantee a conservation easement in perpetuity over the Protected Property, consisting of certain rights in the



Protected Property, as defined in this Easement, subject only to the restrictions contained in this Easement.

B. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and is made as an absolute, unconditional, unqualified, and completed gift, subject only to title matters of record and the mutual covenants, terms, conditions and restrictions set forth in the Easement, and for no other consideration whatsoever.

C. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's representatives, successors, and assigns.

### **III. PURPOSE**

The purpose of this Easement is to implement the mutual intentions of Grantor and Grantee as expressed in the above Recitals, which are incorporated herein by this reference, and in the provisions that follow, to assure that the Protected Property will be retained forever predominantly in its natural, scenic, open space, and forested condition as a relatively natural habitat of wildlife, plants, and similar ecosystem, and to prevent any use of, or activity on, the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property (the "Purpose"). Grantor intends that this Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this Purpose. Except as specifically provided for in Section XI, this Easement shall not be construed as affording to the general public physical access to any portion of the Protected Property.

### **IV. RIGHTS CONVEYED TO GRANTEE**

To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

A. **Identification and Protection.** To preserve and protect in perpetuity and to enhance by mutual agreement with Grantor the Conservation Values of the Protected Property.

B. **Access.**

1. To enter the Protected Property at least semiannually, at a mutually agreeable time and upon prior written notice to Grantor, for the purpose of making a general inspection to monitor the condition of the Protected Property and compliance with this Easement.

2. To enter the Protected Property at such other times as are necessary to restore the Protected Property, or if Grantee has a reason to believe that

a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Easement. Such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property.

**C. Scientific/Educational Use.** To allow persons or groups to enter the Protected Property for educational, scientific and biological purposes to observe and study on the Protected Property; provided that any such persons or groups first are approved by Grantor, make prior arrangements with Grantor, agree to provide Grantor with copies of any data or reports resulting from such research, and agree to abide by any restrictions on access set forth by Grantor, and provided that every person entering the Protected Property agrees to sign a Release in substantially the form attached as Exhibit C hereto.

**D. Injunction and Restoration.** To enjoin any use of, or activity on, the Protected Property that is inconsistent with the Purpose of this Easement, including trespasses by members of the public, and to undertake the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Easement, all in accordance with Sections X and XII.

**E. Enforcement.** To enforce the terms of this Easement, consistent with Section X.

**F. Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XV.

**G. Development Rights.** All unused development rights (except such as are specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Protected Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

#### **V. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE EASEMENT**

**A. General.** Grantor reserves for itself and its representatives, successors and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Protected Property that is not inconsistent with the Purpose of the Easement and that is not prohibited by this Easement. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, though not an exclusive list, are specifically reserved to Grantor for itself and its personal representatives,

successors, and assigns, and are deemed consistent with and not prohibited by this Easement:

**B. Recreation and Education.** The undertaking of passive recreational and educational activities such as hiking, walking, bird watching, and environmental education and monitoring on the Protected Property; provided that such activities are conducted in a manner and intensity that does not adversely impact the Conservation Values of the Protected Property. No motorized or mechanized recreational vehicles or non-pedestrian activities (e.g., mountain bikes, motorcycles, or horses) are allowed on the Protected Property.

**C. Trail Construction and Maintenance.** The construction, maintenance, renovation, expansion, or replacement of future trails and trailheads (including limited parking) necessary to provide access to the Protected Property, or to further or maintain the Conservation Values of the Protected Property. The design and location of any construction, renovation, expansion, or replacement of such trails and trailheads shall be subject to the prior written approval of Grantee, and maintenance of the trails and trailheads may not adversely impact the Conservation Values of the Protected Property.

**D. Fences.** The construction, maintenance, or replacement of fences within or around the Protected Property; provided that the design and location shall not interfere with the Conservation Values of the Protected Property.

**E. Composting and Storage of Wastes.** The composting and use of organic and vegetative waste resulting from uses and activities on the Protected Property, consistent with the Purpose of this Easement, and the storage of other wastes generated by uses and activities on the Protected Property consistent with the Purpose of this Easement; provided that any storage of such wastes is in appropriate containment, and if temporarily stored for subsequent removal is removed at reasonable intervals, and is in compliance with applicable federal, state, and local laws.

**F. Signs.** The placement of signs on the Protected Property to advertise for sale or rent, to state the conditions of access to the Protected Property, to acknowledge funding sources for the acquisition of the Protected Property, to acknowledge participants in the ownership, stewardship, or other activities related to the Protected Property, or to acknowledge the placement of this Easement on the Protected Property; provided that such signs are located to preserve, as much as possible, the undisturbed Conservation Values of the Protected Property.

**G. Protection of Public Health or Safety.** The undertaking of other activities necessary to protect public health or safety on the Protected Property, or that are actively required by or subject to compulsion of any governmental agency with authority to require such activity; provided that any such activity shall be conducted so that interference with the Conservation Values of the Protected Property is avoided, or, if avoidance is not possible, minimized to the extent possible.



H. **Creation of Mortgage Liens.** The creation of consensual liens, whether by mortgage, deed of trust, or otherwise, for the purpose of securing repayment of indebtedness of the Grantor is allowed, so long as such liens shall remain subordinate to this Easement.

I. **Stewardship Activities.** The undertaking of any activity performed pursuant to the City of Tacoma's Open Space Habitat Plan, Green Tacoma Partnership activities, or future stewardship plan for the Protected Property, to preserve, protect, or enhance the ecological function and health of the Protected Property.

## **VI. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE EASEMENT**

A. **General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose of this Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, though not an exhaustive list, are inconsistent with the Purpose of this Easement and shall be prohibited, except as otherwise expressly provided for in this Easement:

B. **Subdivision.** The legal or "de facto" division, subdivision, or partitioning of the Protected Property.

C. **Commercial or Industrial Uses.** Use of the Property for any commercial purpose not related to or necessary to support the Conservation Values of the Protected Property or the purposes of this Easement, or any industrial purpose.

D. **Utilities.** The installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, except as otherwise mutually agreed to by both Grantor and Grantee.

E. **Construction.** The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, pipelines, wells, septic systems, drain fields, fences, roads, and parking areas), except as otherwise authorized by this Easement or as otherwise mutually agreed to by both Grantor and Grantee.

F. **Alteration of Land.** The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod; except as deemed necessary by both Grantor and Grantee to preserve, protect, or enhance the Conservation Values of the Protected Property.



**G. Alteration of Water Courses.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses; except as deemed necessary by both Grantor and Grantee to preserve, protect, or enhance the Conservation Values of the Protected Property.

**H. Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

**I. Waste Disposal.** The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Protected Property.

**J. Signs.** The placement of commercial signs, billboards, or other advertising material on the Protected Property, except as otherwise authorized by this Easement or as otherwise mutually agreed to by both Grantor and Grantee.

**K. Hunting.** Hunting or trapping; except to the extent determined necessary by Grantee to preserve, protect or enhance the Conservation Values of the Protected Property. Feral domestic mammals and individuals from the family Muridae of the order Rodentia (old world rats and mice) may be killed without approval of Grantor or Grantee if done in a manner so as not to adversely impact native plants and animals.

**L. Mining.** The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Protected Property. Any alteration of land permitted by this Easement shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Code and the applicable Treasury Regulations.

**M. Wildlife Disruption.** The disruption of wildlife breeding, foraging and nesting activities, except as otherwise authorized by this Easement.

**N. Herbicides or Pesticides.** The use of any herbicides or pesticides; except as deemed necessary by both Grantor and Grantee to preserve, protect, or enhance the Conservation Values of the Protected Property.

**O. Removal of Trees and Other Vegetation.** The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located on the Protected Property; except as deemed necessary by both Grantor and Grantee to preserve, protect or enhance the Conservation Values of the Protected Property or to conduct educational, recreational or research activities consistent with the Purpose of this Easement, or as deemed necessary by Grantor, after consultation with Grantee if conditions permit, to protect the safety of any person using the Protected Property.

P. **Introduced Vegetation.** The introduction of nonnative wetland plants or nonnative invasive species on the Protected Property; except as deemed necessary by both Grantor and Grantee to preserve, protect, or enhance the Conservation Values of the Protected Property.

Q. **Harvesting of Native Plants.** The removal of any native plants from the Protected Property, except as otherwise authorized by this Easement or as mutually agreed to by both Grantor and Grantee.

R. **Off-Road Vehicles and Excessive Noise.** The operation of motorcycles or any other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution, except as necessary to perform actions otherwise authorized by this Easement.

## VII. AFFIRMATIVE OBLIGATIONS AND COMMITMENTS

A. **Stewardship Plan.** To further the Purpose of this Easement, Grantor and Grantee have developed a plan for stewardship of the Protected Property, which is contained in a separate agreement between Grantor and Grantee entitled Agreement Between The Port Of Tacoma, The City Of Tacoma, And Cascade Land Conservancy Regarding Julia Gulch. The provisions of such agreement, together with any amendments thereto, are incorporated herein by reference as if fully set forth herein.

## VIII. NOTICE AND APPROVAL

A. **Notice.** Several provisions of this Easement require Grantor to notify Grantee and to receive Grantee's written approval prior to undertaking certain permitted uses and activities within the Protected Property. The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose of this Easement. Whenever such notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this Easement and the Purpose thereof.

B. **Approval.** Where approval by one of the parties is required under this Easement, such approval shall be granted or denied in writing within forty-five (45) days of receipt of a written request for approval, and such approval shall not be unreasonably withheld.

1. **Grantor.** If Grantor must undertake emergency action to protect health or safety on the Protected Property or must act by or subject to compulsion of any governmental agency, Grantor may proceed with such action without Grantee's approval; provided that Grantor shall give Grantee such notice as is reasonably practicable under the circumstances, and shall attempt to consult with Grantee regarding such action to the extent reasonably practicable under the circumstances.

2. **Grantee.** Grantee's approval for any discretionary consent permitted by this Easement may be withheld only upon a reasonable determination by Grantee that the use or activity as proposed would be Inconsistent with the Purpose of this Easement. Grantee's approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity.

3. **Failure to Approve Within the Required Time.** When approval is required under this Easement, and when such approval is not granted or denied within the time period and manner set forth in this subsection, approval of the permitted use or activity in question shall be deemed to be granted.

C. **Optional Consultation.** If Grantor is unsure whether a proposed use or activity is prohibited by this Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement and to provide comments thereon to Grantor. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice; however, if Grantee does not provide written objections within forty-five (45) days after receipt of Grantor's notice, Grantee shall be deemed to have approved of the proposed use or activity.

D. **Addresses.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class certified mail, postage prepaid, or by facsimile (if available) with original dispatched by certified mail, addressed as follows, or to such other address as either party from time to time shall designate by written notice to the other:

Co-Grantor: PORT OF TACOMA  
One Sitcum Plaza (Zip 98421)  
PO Box 1837  
Tacoma WA 98402  
Attn: Director of Engineering

With copies to:

Port of Tacoma  
One Sitcum Plaza (Zip 98421)  
PO Box 1837  
Tacoma WA 98402  
Attn: Environmental Department

Goodstein Law Group PLLC  
1001 Pacific Ave, Ste 400  
Tacoma WA 98402  
Attn: Ralph U. Klose

Co-Grantor: CITY OF TACOMA  
747 Market Street  
Tacoma, WA 98402  
Attn: Mayor of Tacoma

With copies to:

CITY OF TACOMA  
747 Market Street  
Tacoma WA 98402  
Attn: Peter Huffman

City of Tacoma  
747 Market St, Rm 1120  
Tacoma WA 98402-3767  
Attn: City Attorney

To Grantee: Stewardship Director  
Cascade Land Conservancy  
615 Second Avenue, Suite 625  
Seattle, WA 98104

or to such other address as either party designates by written notice to the other.

## **IX. ALTERNATIVE DISPUTE RESOLUTION**

**A. Preventive Discussions.** Grantor and Grantee will promptly give the other notice of problems or concerns arising in connection with the other's actions under the Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting, to attempt to resolve the same.



**B. Optional Alternative Dispute Resolution.** If a dispute is not resolved through preventive discussions under subsection A, Grantor and Grantee may by mutual agreement submit the matter to mediation or arbitration upon such rules of mediation or arbitration as Grantor and Grantee may agree.

## **X. ENFORCEMENT**

**A. Notice of Violation, Corrective Action.** If a party to this Easement determines that another party is in violation of the terms of this Easement or that a violation is threatened, the party that determines that a violation or threatened violation exists shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by all parties.

**B. Failure to Respond.** A party to this Easement may bring an action as provided in subsection C if another party:

1. Fails to cure the violation within thirty (30) days after receipt of a notice of violation; or

2. Under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

**C. Enforcement Action.**

1. **Injunctive Relief.** Any party to this Easement may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Easement:

- a. To enjoin the violation, as authorized by law; and

- b. To require the restoration of the Protected Property to the condition that existed prior to any such injury, as authorized by law.

2. **Damages.** Any party to this Easement may bring an action to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability in any way, Grantee shall apply any damages recovered to the cost of undertaking corrective or restoration action on the Protected Property.

**D. Emergency Enforcement.** If any party, in its sole and reasonable discretion, determines that circumstances require immediate action to prevent or

mitigate significant damage to the Conservation Values of the Protected Property, such party may pursue its remedies under this section without waiting for the period provided for cure to expire; provided, however, that such party shall give as much prior notice of such party's proposed action to the other parties as is reasonably practicable under the circumstances.

**E. Scope of Relief.** The parties' rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. The parties agree that the remedies at law for any violation of the terms of this Easement are inadequate and that the parties shall be entitled to request the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which a party may be entitled to request, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**F. Costs of Enforcement.** In the event a party must enforce the terms of this Easement, the costs of restoration necessitated by acts or omissions of another party, its agents, employees, contractors or licensees in violation of the terms of this Easement, together with reasonable enforcement expenses, including attorneys' and consultants' fees, shall be borne by the party or those of its personal representatives, successors or assigns, against whom a judgment is entered. In the event that a party secures redress for an Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and such party's reasonable expenses shall be borne by the party or those of its personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the violation. The prevailing party in any lawsuit or other proceeding to enforce or declare the terms of this Easement shall be entitled to recover its reasonable costs and attorney fees.

**G. Discretion in Enforcement.** Enforcement of the terms of this Easement shall be at the discretion of the parties, and any forbearance by a party to exercise its rights under this Easement in the event of any breach of any terms of this Easement by another party or its agents, employees, contractors or licensees, shall not be deemed or construed to be a waiver by any party of its rights under this Easement.

**H. Waiver of Certain Defenses.** Grantor acknowledges that Grantee and its successors and assigns have limited resources for monitoring compliance with the terms of this Easement. In recognition of this fact, and in full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Easement based upon adverse possession or prescription. Except for the foregoing, Grantor specifically retains any and all rights it has under the law as owner of the Protected Property, including but not limited to the right to make claims against Grantee for any breach by Grantee of the terms of this Easement.

I. **Acts Beyond Party's Control.** Neither Grantor nor Grantee shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to:

a. Actions by trespassers upon the Protected Property;

b. Forces beyond such party's reasonable control, including without limitation: destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance; flood; earthquake; slide; storm; lightning; fire; epidemic; war; riot; civil disturbance; sabotage; proceeding by court or public authority; or act or failure to act by court, public authority or third party; that by exercise of due diligence and foresight such party could not reasonably have expected to avoid; or

c. Any action deemed reasonable by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

J. **Compliance Certificates.** Upon request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including a compliance certificate, that certifies, to the best of Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within fifteen (15) days of receipt of Grantor's written request and payment therefore.

## **XI. ACCESS BY PUBLIC**

Until a trail for public access is constructed on the Protected Property, access by the general public to any portion of the Protected Property shall be only through special arrangement with Grantee and Grantor. In the future, should a passive, walking trail be built, then public access for low impact recreational and enjoyment purposes may be allowed and encouraged.

## **XII. COSTS, LIABILITIES AND INSURANCE, TAXES, ENVIRONMENTAL COMPLIANCE, AND INDEMNIFICATION**

A. **Costs, Legal Requirements, Liabilities and Insurance.** Except as otherwise agreed in writing by Grantor and Grantee, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for



obtaining any applicable governmental permits and approval for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor.

**B. Casualty Loss Insurance Coverage.** Grantor and Grantee may, but neither shall be required to, maintain casualty loss insurance adequate to restore the Protected Property to its preexisting condition in the event of a casualty loss. Any party who maintains such insurance or self-insurance shall furnish the other parties with satisfactory evidence thereof upon request. Regardless of whether adequate insurance to effect such restoration has been maintained, the decision to effect restoration of the Protected Property will be determined according to subsection C. In the event that (1) restoration does not occur, (2) insurance proceeds exceed the cost of restoration, or (3) the Easement is extinguished on account of the impossibility of restoring the Conservation Values of the Protected Property, any insurance proceeds not used for restoration shall be retained by the owner of the insurance policy.

**C. Restoration in the Event of Casualty Loss.** If circumstances arise under which the Protected Property incurs a casualty loss (as defined by Section 165(c)(3) of the Internal Revenue Code of 1986, as amended), all casualty loss proceeds, whether from insurance, tax benefits, or some other source, resulting from such loss and attributable to destruction of the Conservation Values of the Protected Property shall be applied to restore those Conservation Values of the Protected Property to their condition immediately preceding the casualty, to the extent reasonably practicable. If, in the reasonable judgment of Grantor and Grantee, the Protected Property's post-casualty value and economic utility are diminished to an extent that renders such use of the proceeds towards restoration futile or economically impractical, the parties shall have the option to terminate or extinguish the Easement in accordance with Section XIII. Exercise of this option shall not be determined to be a relinquishment of any claim to the casualty loss proceeds.

**D. Taxes.** If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at twelve percent (12%) per year.

**E. Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all



steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee or its members, directors, officers, employees, agents, contractors, licensees, or invitees, in which case Grantee shall be responsible for remediation in accordance with all applicable laws.

**F. Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and MTCA.

**G. Grantor's Indemnity.** Grantor hereby agrees to release and hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, to the extent resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is a consequence of Grantor's actions or omissions or the actions or omissions of Grantor's members, directors, officers, employees, agents, or contractors on or about the Protected Property, except to the extent resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is a consequence of Grantee's actions or omissions or the actions or omissions of Grantee's members, directors, officers, employees, agents, contractors, licensees, or invitees on or about the Protected Property.

**H. Grantee's Indemnity.** Grantee hereby agrees to release and shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, contractors, and the personal representatives, heirs, successors, and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, to the extent resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is a consequence of Grantee's actions or omissions or the actions or omissions of Grantee's members, directors, officers, employees, agents, contractors, licensees, or invitees on or about the Protected Property.

### **XIII. EXTINGUISHMENT, CONDEMNATION AND SUBSEQUENT TRANSFER**

**A. Extinguishment.** If circumstances arise in the future that render the Purpose of this Easement impossible or impracticable to accomplish, this Easement

can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court having jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section XIII.B of this Easement.

**B. Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purpose of Section XIII of this Easement, the parties stipulate to have a fair market value determined by (1) the proportionate contribution by Grantee to the total acquisition cost of the Protected Property; and (2) the fair market value of any improvements made by Grantee to the Protected Property.

**C. Condemnation.** If all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall cooperate with one another to recover the full value of all interests of Grantor and Grantee in the Protected Property subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. Except as otherwise required by law, Grantor and Grantee shall each be paid their share of the proceeds with respect to the Protected Property to the extent of their interests therein and the provisions of this Section XIII of this Easement.

**D. Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Article XIII in a manner consistent with its conservation purposes.

**E. Subsequent Transfers.** Grantor agrees to:

1. Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest;
2. Describe this Easement in and append it to any executory contract for the transfer of any interest in the Protected Property;
3. Give written notice to Grantee of the transfer of any interest in all or a portion of the Protected Property no later than thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

#### **XIV. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable). Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, and shall be recorded in the official records of Pierce County, Washington, and any other jurisdiction in which such recording is required.

#### **XV. ASSIGNMENT AND SUCCESSION**

**A. Assignment.** This Easement is transferable by Grantee only upon prior advance written notice to and approval by Grantor, which approval shall not be unreasonably withheld. In addition, Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision(s) then applicable). In addition, as a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Easement.

**B. Succession.** If at any time it becomes impossible for Grantee to ensure compliance with the covenants, terms, conditions and restrictions contained in this Easement and Grantee has not named a successor organization, or Grantee ceases to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) or to be authorized to acquire and hold conservation easements under RCW 64.04.130 and 84.34.250 (or any successor provision(s) then applicable), then Grantee's rights and obligations under this Easement shall be transferred to an appropriate substitute qualified entity as agreed to by Grantor, or as ordered by the court. Provided, that if such vesting in any of the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court having jurisdiction shall direct, pursuant to the applicable Washington law and the Internal Revenue Code and with due regard to the Purpose of this Easement.

#### **XVI. RECORDATION**

Grantee shall record this instrument in a timely fashion in the official records of Pierce County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.



## **XVII. GENERAL PROVISIONS**

A. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Washington. The venue of any action or proceeding regarding this Easement shall be in Pierce County, Washington.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. **Severability.** If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

D. **Entire Agreement.** This instrument, together with the Interlocal Agreement between the Port of Tacoma and the City of Tacoma Regarding Purchase and Stewardship of Julia Gulch, and the Agreement Between The Port Of Tacoma, The City Of Tacoma, And Cascade Land Conservancy Regarding Julia Gulch, sets forth the entire agreement of the parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XIV.

E. **No Forfeiture.** Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

F. **"Grantor" - "Grantee".** The terms "Grantor" and "Grantee," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include, respectively the above-named Grantor, and its personal representatives, heirs, successors, and assigns, and the above-named Grantee, its personal representatives, successors and assigns.

G. **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

H. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the



Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be signed by all parties. Each counterpart shall be deemed an original instrument as against any party who has signed it.

J. **Effective Date.** The effective date of this Easement is the date of recording in the records of Pierce County, Washington.

#### **XVIII. SCHEDULE OF EXHIBITS**

- A. Legal Description of Protected Property
- B. Site Map of Protected Property
- C. Agreement For Release From Liability

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

**(SIGNATURES APPEAR ON NEXT PAGE)**

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument on the date(s) set forth below.

**GRANTOR:**

**PORT OF TACOMA**

By: \_\_\_\_\_  
Name: Timothy J. Farrell  
Title: Executive Director  
Date: \_\_\_\_\_

**CITY OF TACOMA**

By: \_\_\_\_\_  
Name: William H. Baarsma  
Title: Mayor  
Date: \_\_\_\_\_

GRANTEE, the Cascade Land Conservancy, does hereby accept and agree to the above Grant Deed of Conservation Easement.

**GRANTEE:**

**CASCADE LAND CONSERVANCY**

By: \_\_\_\_\_  
Name: Casey O'Connor  
Title: Executive Vice President  
Date: \_\_\_\_\_

# EXHIBIT D

## STEWARDSHIP ENDOWMENT CALCULATION WORKSHEET

Activity	Hrs	Estimate	One Time Costs	Annual Costs
Staff fee			\$750.00	
Transaction fee				
Legal drafting and review of document			\$1,000.00	
Appraisal				
Title Insurance				
Number of staff hours for initial site visit, mapping, and photodocumentation, at \$90/hour	8		\$720.00	
Cost of materials such as copies, etc.			\$25.00	
Number of staff hours for final report preparation, at \$90/hour	20		\$1,800.00	
Number of staff hours for review and revisions, at \$150/hr	2		\$300.00	
Number of staff hours spent on outreach including explaining conservation program, responding to landowner inquiries, adjust program design to specific needs, and site visit, at \$90/hour	2			\$180.00
Number of staff hours to respond to neighbors of conserved land and responses to initial inquiries, at \$60/hour	1			\$60.00
Mailing and production costs				
Number of staff hours per year for ongoing outreach, at \$60/hour	0			\$0.00
Annual Estimate				
Number of staff person hours per year spent monitoring, including 3 site visits, mapping, photodocumentation, etc, at \$60/hour	9			\$540.00
Travel costs				\$40.00
Cost of materials copies/postage/etc.				\$10.00
Number of staff hours spent on report preparation, at \$60/hour	4.5			\$270.00
Number of staff hours per year - coordination of debris removal		5		\$300.00
Restoration materials- estimate of annual costs				
Estimate of total cost of major stewardship emergency action (blow downs, surface water issues, fire, etc.)				
Annual stewardship emergency cost, total cost divided by 20				
Estimate of number of attorney hours, at \$350/hour	15	\$5,250.00		
Estimate of number of staff hours, at \$90/hour	25	\$2,250.00		
Estimate of total enforcement costs per 20 years		\$7,500.00		
Annual enforcement costs (total enforcement cost divided by 20)				\$375.00
<b>TOTAL ONE TIME COSTS</b>			\$4,595.00	
<b>(PLUS 5% CONTINGENCY RESERVE)</b>			\$4,824.75	
<b>TOTAL ANNUAL COSTS</b>				\$1,775.00
<b>(PLUS 5% CONTINGENCY RESERVE)</b>				\$1,863.75