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Tacoma, Washington 98409-7322
(253) 798-7250 • Fax (253) 798-2740

February 8, 2010

Dave Wickland
Longbranch Wharf
Dock Master
P.O. Box 111
Lakebay, WA 98349

Re: Longbranch Improvement Club Grant of Easement

Dear Mr. Wickland:

Pierce County bridge inspectors have recently completed the routine structural inspection of the Longbranch wharf facility. A copy of the inspection report is attached for your reference.

Based on the findings of this inspection, it is our opinion that significant structural rehabilitation or replacement of many critical structural elements will be required in order to maintain the serviceability of the structure.

Pierce County's existing Grant of Easement with the Longbranch Improvement Club (dated December 24, 1991) states that, with the exception of the concrete piles and beams, the maintenance and/or replacement of the wharf facility is the responsibility of the Longbranch Improvement Club. The Grant of Easement goes on to state that the maintenance and/or repair of the concrete piles and beams is the responsibility of Pierce County. There is also a clause in the agreement that states: "...Should the County conclude, in its sole discretion and judgment, that said concrete piles and beams have become not safe for use by members of the Club or the public, and that it should not repair or replace said structures, this easement shall be terminated upon written notice of at least ninety (90) days to the Club of such conclusions without further action by the County..." In the current funding environment, sufficient reserve funds are not available for Pierce County to pursue the appropriate rehabilitation actions necessary to restore the serviceability of the existing structure. As a result, pursuant to the Grant of Easement dated December 24, 1991, we are notifying you of our intent to terminate the existing Grant of Easement effective in ninety (90) days.

The existing Grant of Easement also provides a clause that may allow the Longbranch Improvement Club to complete the necessary repairs and replacements. Specifically, it states the following:

".....Notwithstanding the foregoing responsibility of Pierce County as to the repair and/or replacement of the concrete piles and beams, and in the alternative, if Pierce County should fail to make the necessary repairs, the Club may elect to perform the required repairs....."

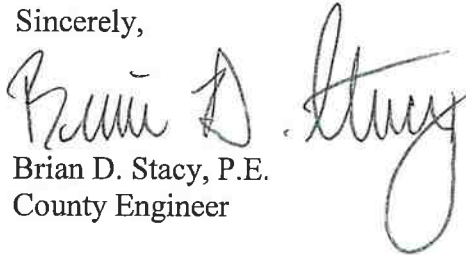


Dave Wickland
January 20, 2010
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If you wish to pursue this course of action, please contact me as soon as possible, so that we may discuss how best to proceed.

If you have any questions, please contact me at 253-798-7250.

Sincerely,

A handwritten signature in cursive script that reads "Brian D. Stacy". The signature is written in black ink and is positioned to the right of the typed name.

Brian D. Stacy, P.E.
County Engineer

BDS:KWS;jlb

Attachments

cc: Terry Lee, Pierce County Council - District 7
Kevin Phelps, Deputy County Executive
Brian J. Ziegler, P.E., Director
Jerry Bryant, P.E., Field Engineering Manager
Kraig Shaner, P.E., Bridge Engineering Supervisor
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Wickland Notice 2010 (2).docx