

From: [Mark Johnson](#)
To: [Tom Utterback](#)
Subject: RE: Concomitant
Date: Wednesday, August 21, 2019 11:44:58 AM

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Thanks Tom.

From: Tom Utterback <TomU@ci.puyallup.wa.us>
Sent: Wednesday, August 21, 2019 8:09 AM
To: Mark Johnson <Markj@benaroya.com>
Subject: RE: Concomitant

Mark:

I apologize for the delay in this response. The primary item, which we've earmarked before, is that extinguishing the Concomitant Agreement removes the larger-than-otherwise-required perimeter landscape buffer for the property which is established in the CA. Our City Public Works is more familiar with the specifics of it, but I understand that – secondarily - the payment of funds for reserving the large water capacity (noted in my second bullet below) is based upon the CA – so it you don't really see the long-term need for that, then extinguishing the CA would presumably address that.

Those are the two primary benefits to Benaroya of which I can readily think. Please let me know if you have any further questions on this.

Thanks,

Tom Utterback
Development Services Director
City of Puyallup
333 S. Meridian
Puyallup, WA 98371
tomu@ci.puyallup.wa.us
(253) 841-5502

From: Mark Johnson <Markj@benaroya.com>
Sent: Monday, August 12, 2019 2:23 PM
To: Tom Utterback <TomU@ci.puyallup.wa.us>
Subject: RE: Concomitant

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Tom,

We've talked around the CA for years. However, I not sure what the advantages are to Benaroya in extinguishing the agreement. Can you list major advantages?

Thanks,
Mark

From: Tom Utterback <TomU@ci.puyallup.wa.us>
Sent: Monday, August 05, 2019 4:21 PM
To: Mark Johnson <Markj@benaroya.com>
Cc: Marc Nemirow <marcnemirow@benaroya.com>; Rob Andreotti <Robert@ci.puyallup.wa.us>; Hans Hunger <hhunger@ci.puyallup.wa.us>; Chris Beale <CBeale@ci.puyallup.wa.us>
Subject: RE: Concomitant

Mark:

I was out-of-the-office last week, but I wanted to get back to you on the issue of potentially extinguishing the Concomitant Agreement. Our City Attorney has indicated that there are relatively straight-forward means by which our City Council could take action to dissolve this CA, which was originally adopted (in 1981) via an ordinance. I also met with City technical staff to review any substantive items regarding the CA possibly going away. Two key issues were noted by our City Public Works Department:

- Benaroya retains ownership of the unused sewage tightline, which extends from this property to the City treatment plant. Our records of easements for that Citywide line, constructed prior to your ownership, are minimal. Public Work's direction is that, as a condition of any CA dissolution, the City & Benaroya clearly address the future status of the tightline. The City would want the entire tightline to be properly decommissioned (which may involve responsibility for line locates, as applicable) or the owner must get sufficient license/easements for where that line accesses public rights-of-way.
- As you are aware, a major part of the '81 CA was to ensure this property had high volumes of water for the then-proposed semiconductor fabrication processes, which have since been dismantled. According to Public Works, the owner continues to pay a small amount to the City to reserve the right to the 1.6 mgd of water under the CA. We would need to ensure that you would be prepared to either abandon that water capacity reserve or handle that matter through some other appropriate legal vehicle.

I wanted to bring these two items to your attention now, in case you have any input as to how you see them being addressed. Please let me know if you have further feedback at this time.

Thank you,

Tom Utterback

Development Services Director
City of Puyallup
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tomu@ci.puyallup.wa.us
(253) 841-5502

From: Tom Utterback
Sent: Monday, July 15, 2019 8:49 AM
To: Mark Johnson <Markj@benaroya.com>
Cc: Marc Nemirow <marcnemirow@benaroya.com>
Subject: RE: Concomitant

Mark:

I just wanted to give you a brief update that our City Attorney is checking further into question of how best to extinguish this Concomitant Agreement. He is currently reviewing the 1981 iteration. I'll follow-up with you when I have further word on this.

Thanks,

Tom Utterback
Development Services Director
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From: Mark Johnson <Markj@benaroya.com>
Sent: Wednesday, July 10, 2019 3:30 PM
To: Tom Utterback <TomU@ci.puyallup.wa.us>
Cc: Marc Nemirow <marcnemirow@benaroya.com>
Subject: Re: Concomitant

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Thank you Tom.

Mark Johnson

On Jul 10, 2019, at 3:28 PM, Tom Utterback <TomU@ci.puyallup.wa.us> wrote:

Mark:

I apologize for the delay in this response; I've been heavily impacted by a City Council meeting yesterday and a Hearing Examiner hearing today. The simple answer is that City Council would have to act to void the Agreement, with the property owner's concurrence. I will check with our City Attorney to see exactly what form that would have to take. I'll also look at the Agreement itself, in case it specifically states how this should be accomplished.

Thanks,

Tom Utterback
Development Services Director
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From: Mark Johnson <Markj@benaroya.com>
Sent: Monday, July 8, 2019 10:01 AM
To: Tom Utterback <TomU@ci.puyallup.wa.us>
Subject: Concomitant

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Tom,
What is the process for voiding the Concomitant Agreement?

Mark Johnson
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