

RESOLUTION NO. 1458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON APPROVING AN AGREEMENT WITH MIGUEL AND MARGARITA CHIPRES FOR THE PURCHASE OF A PORTION OF TAX PARCEL NO. 0420063068 FOR RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE 59TH AVENUE IMPROVEMENT PROJECT

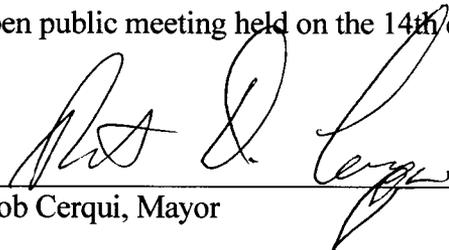
WHEREAS, it is necessary for the City to acquire a portion of the property located at 1224 59th Avenue Court East, identified as tax parcel no. 0420063068, for right of way and a three year temporary construction easement for the 59th Avenue Road Improvement Project, which property is described in the Purchase and Sale Agreement attached hereto as Exhibit A; and

WHEREAS, in lieu of condemnation, the City Attorney's office has negotiated a Purchase and Sale Agreement with the owners Miguel and Margarita Chipres for the right of way and three year temporary construction easement, for a total of \$16,000, which constitutes just compensation based on the City's appraisal; now, therefore

BE IT RESOLVED that the City Council hereby ratifies and approves the Agreement with Miguel and Margarita Chipres attached hereto as Exhibit A and authorizes the City Manager to pay the amounts and perform the actions necessary to acquire the property in accordance with the Agreement.

BE IT FURTHER RESOLVED that this purchase is being made under immediate threat of the City's exercise of the right of eminent domain.

ADOPTED by the City Council at an open public meeting held on the 14th day of February, 2012.



Rob Cerqui, Mayor

Attest:



Carol Etgen, City Clerk

PURCHASE AND SALE AGREEMENT

1. Date and Parties. This Purchase and Sale Agreement ("Agreement"), is dated, for reference purposes only, the 25th day of January, 2012, and is made and entered into by and between Miguel Chipres and Margarita Chipres, husband and wife ("Chipres") and City of Fife, a Washington municipal corporation ("City").

2. Property to be Conveyed.

2.1 Chipres is the owner of the real estate legally described in Exhibit A attached hereto and identified as Pierce County tax parcel no. 0420063068 (the "Property").

2.2 It is necessary for the City to acquire a portion of the Property for right of way and utilities ("Right of Way") and a three year Temporary Construction Easement for road and utility improvements to 59th Avenue East (the "Project"). The portion of the Property to be acquired by the City for Right of Way and Temporary Construction Easement, is legally described in Exhibits B-C and graphically depicted in Exhibit D attached hereto.

2.3 Chipres agrees to sell and convey and the City agrees to purchase and accept conveyance of the Right of Way and Temporary Construction Easement on the terms and conditions set forth in this Agreement.

3. Purchase Price. As consideration for the conveyance of the Right of Way and Temporary Construction Easement, and for any damages and loss of value to the remaining portion of the Property as a result of the Project and the acquisition of the Right of Way and Temporary Construction Easement, the City shall pay Chipres the sum of \$16,000 cash, payable at Closing. ("Closing" shall mean the closing of the transaction contemplated by this Agreement as provided in Paragraph 9). In addition, the City shall pay at Closing an additional amount not to exceed \$750.00 pursuant to RCW 8.25.020 for various expenditures actually and reasonably incurred by Chipres in the process of evaluating the City's offer. Chipres acknowledges that they are receiving just compensation for the Right-of-Way and Temporary Construction Easement, and for any damages and loss of value to the remaining portion of the Property as a result of the Project and the acquisition of the Right of Way and Temporary Construction Easement. There is no earnest money required for this Agreement. Both parties acknowledge that there is legally sufficient consideration for entering into this Agreement.

4. Legal Description. The Parties hereby authorize the Closing Agent to insert, attach, or correct the legal description of the Property, Right-of-Way, and Temporary Construction Easement as required to consummate the conveyance thereof.

5. Title. Chipres shall convey title to the Right-of-Way and Temporary Construction Easement by statutory warranty deed. Title shall be free of all liens, encumbrances or defects, except as expressly approved by the City in writing. The encumbrances that the City requires to be discharged include, but are not limited to, the Deed of Trust recorded under recording number 200710300499, which will require partial reconveyance for the Right of Way and subordination for the Temporary Construction Easement. Monetary encumbrances to be discharged by Chipres shall be paid out of the Purchase Price at date of Closing.

MC
M/C

6. **Title Insurance.** Fees for standard coverage owner's title insurance policies shall be paid by the City. The title policies to be issued shall contain no exceptions other than the usual general exceptions provided for in the specified title policy form, plus encumbrances or defects approved by the City in Paragraph 5 above.

7. **Included Items.** This transaction includes any landscaping, improvements and appurtenances, if any, on or in the Right-of-Way area.

8. **City Council Approval.** This Agreement is subject to ratification by the Fife City Council. This matter shall be submitted to the City Council for ratification within thirty (30) days after signature by both parties.

9. **Closing.** Closing shall occur within 30 days after approval by the City Council, in the office of First American Title Company, Sumner, Washington, ("Closing Agent"), or such other place or location as the parties may mutually agree. Closing shall automatically be extended for an additional 60 day period, if necessary to procure partial reconveyances from the holders of Deeds of Trust on the Property. The City and Chipres will, on demand, deposit in escrow all instructions and moneys necessary to complete the purchase in accordance with this Agreement. Closing shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Chipres.

10. **Closing Costs & Pro-Rated Items.** The City shall pay the escrow fee, reconveyance fees, any real estate excise tax due, and the recording fees. Chipres shall pay any real estate taxes due, if any. Rather than paying the real estate taxes, Chipres may elect to set over the taxes applicable to the Right of Way to the remaining portion of Chipres's property.

11. **Possession.** The City shall be entitled to possession and use of the Right-of-Way and Temporary Construction Easement at Closing.

12. **Environmental Representations and Warranties.** Chipres warrants that they has not caused or permitted the Right of Way to be used as a site for generation, manufacture, refining, transportation, transfer, treatment, storage, handling, disposing or processing of hazardous substances, or other dangerous or toxic materials or solid waste except in compliance with applicable federal, state and local laws or regulations. Chipres has not caused or permitted and has no knowledge of the release of any hazardous substance on any of the Property at any time.

13. **Obligations to Survive Closing.** It is mutually agreed by the Parties that any provision contained in this Agreement which shall by its nature or terms impose any obligation or duty upon any party hereto, or give any right or benefit to any party hereto, continuing beyond the date of conveyance of the Right of Way and Temporary Construction Easement, will not be cancelled, but will instead survive such conveyance and will continue in full force and effect until all such obligations and duties are fully performed and all such rights and benefits are fully realized.

14. **Attorneys' Fees and Expenses.** In the event any Party brings a lawsuit to enforce or defend any rights herein, the prevailing party shall be awarded all costs and expenses and reasonable attorney fees.

15. **Successors and Assigns.** This Agreement and all of the terms and provisions set forth herein shall inure to the benefit of and be binding upon the Parties, their heirs, successors, legal representatives and assigns.

MC
MLC

16. Further Acts. In addition to the acts specifically required in this Agreement, the Parties agree to perform or cause to be performed at and after Closing any and all further acts as may be reasonably necessary to consummate the transaction described herein.

17. Conveyance in Lieu of Condemnation. This conveyance is being made under immediate threat of and in lieu of condemnation.

18. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Miner and the City regarding this transaction. There are no verbal or written agreements which modify or affect the Agreement.

19. Time of the Essence. Time is of the essence as to each provision of this Agreement.

* * *

* * *

* * *

* * *

* * *

* * *

20. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the escrow agent, the parties will confirm facsimile transmitted signatures by signing an original document.

CHIPRES:

THE CITY:

Miguel Chipres

City of Fife, Washington

Miguel Chipres

By: _____

David K. Zabell, City Manager

Margarita Chipres

ATTEST:

Margarita Chipres

Carol Etgen, City Clerk

*MC
MLC*

APPROVED AS TO FORM:

Gregory F. Amann

Assistant City Attorney

MC
MLC

CHICAGO TITLE COMPANY

PLAT CERTIFICATE
SCHEDULE A

(Continued)

Order No.: 4366186

LEGAL DESCRIPTION

THE SOUTH 128.65 FEET OF THE NORTH 412.10 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THE EAST 150.06 FEET THEREOF.

ALSO EXCEPT A TURN-AROUND WITH A RADIUS OF 30 FEET, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID PREMISES LYING WITHIN THE ARC OF A CIRCLE WITH A RADIUS OF 30 FEET WITH ITS CENTER 129.03 FEET WEST AND 357.25 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS IN COMMON WITH OTHER OWNERS OF PROPERTY IN SAID SUBDIVISION OVER THE WEST 42.06 FEET OF THE EAST 150.06 FEET OF THE SOUTH 387.24 FEET OF SAID SUBDIVISION, AND OVER THE TURN-AROUND ABOVE DESCRIBED.

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS A STRIP OF LAND SHOWN AS EXISTING PRIVATE ROAD UPON THE PLAT OF P-K TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 17 OF PLATS, PAGE 29, RECORDS OF PIERCE COUNTY AUDITOR, AND LYING EAST OF LOT 1, BLOCK 1, OF SAID PLAT AND EXTENDING FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN TO THE SOUTH LINE OF EAST 21ST STREET AS SHOWN UPON SAID PLAT.

SITUATE IN THE CITY OF FIFE, COUNTY OF PIERCE, STATE OF WASHINGTON.

PLATCTRL/RDA/0899

EXHIBIT
" A "

EXHIBIT B

PARCEL NO. 0420063068
RIGHT-OF-WAY

THAT PORTION OF THE SOUTH 128.65 FEET OF THE NORTH 412.10 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE EAST 150.06 FEET THEREOF AND EXCEPT A TURN AROUND WITH A RADIUS OF 30 FEET DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID PREMISES LYING WITHIN THE ARC OF A CIRCLE WITH A RADIUS OF 30 FEET WITH ITS CENTER 129.03 FEET WEST AND 357.25 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH $02^{\circ}16'28''$ EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 158.44 FEET TO THE CENTERLINE OF PACIFIC HIGHWAY EAST (SR 99); THENCE NORTH $88^{\circ}18'46''$ WEST ALONG SAID CENTERLINE A DISTANCE OF 827.86; THENCE NORTH $01^{\circ}41'14''$ EAST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF PACIFIC HIGHWAY EAST AND THE TRUE POINT OF BEGINNING ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS POINT BEARS NORTH $01^{\circ}41'14''$ EAST A DISTANCE OF 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}03'20''$ A DISTANCE OF 85.49 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 76.06 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 4.25 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 4.25 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 112.96 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 10.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 10.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 12.04 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 23.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ}30'33''$ A DISTANCE OF 20.93 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 15TH STREET EAST; THENCE SOUTH $88^{\circ}12'34''$ EAST ALONG SAID SOUTHERLY

MARGIN A DISTANCE OF 15.65 FEET TO THE EASTERLY TERMINUS OF 15TH STREET EAST; THENCE NORTH 02°37'26" EAST ALONG SAID EASTERLY TERMINUS A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 15TH STREET EAST; THENCE NORTH 88°12'34" WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 15.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS POINT BEARS NORTH 27°32'30" WEST A DISTANCE OF 19.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°49'35" A DISTANCE OF 20.36 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 85.77 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 4.50 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 127.47 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 214.79 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE EAST FROM WHICH THE RADIUS POINT BEARS NORTH 77°34'29" EAST A DISTANCE OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°06'52" A DISTANCE OF 15.77 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 21.43 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 197.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°59'46" A DISTANCE OF 1.57 FEET; THENCE NORTH 43°00'03" WEST A DISTANCE OF 62.15 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 12TH STREET EAST AND THE END OF THIS LINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 BEARS SOUTH 29°50'37" EAST A DISTANCE OF 1535.41 FEET.

EXHIBIT C

PARCEL NO. 0420063068
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH 128.65 FEET OF THE NORTH 412.10 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE EAST 150.06 FEET THEREOF AND EXCEPT A TURN AROUND WITH A RADIUS OF 30 FEET DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID PREMISES LYING WITHIN THE ARC OF A CIRCLE WITH A RADIUS OF 30 FEET WITH ITS CENTER 129.03 FEET WEST AND 357.25 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

LYING BETWEEN LINE A AND LINE B:

LINE A

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH $02^{\circ}16'28''$ EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 158.44 FEET TO THE CENTERLINE OF PACIFIC HIGHWAY EAST (SR 99); THENCE NORTH $88^{\circ}18'46''$ WEST ALONG SAID CENTERLINE A DISTANCE OF 827.86; THENCE NORTH $01^{\circ}41'14''$ EAST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF PACIFIC HIGHWAY EAST AND THE TRUE POINT OF BEGINNING ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS POINT BEARS NORTH $01^{\circ}41'14''$ EAST A DISTANCE OF 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}03'20''$ A DISTANCE OF 85.49 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 76.06 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 4.25 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 4.25 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 112.96 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 10.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 10.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 12.04 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 23.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ}30'33''$ A DISTANCE OF 20.93 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY

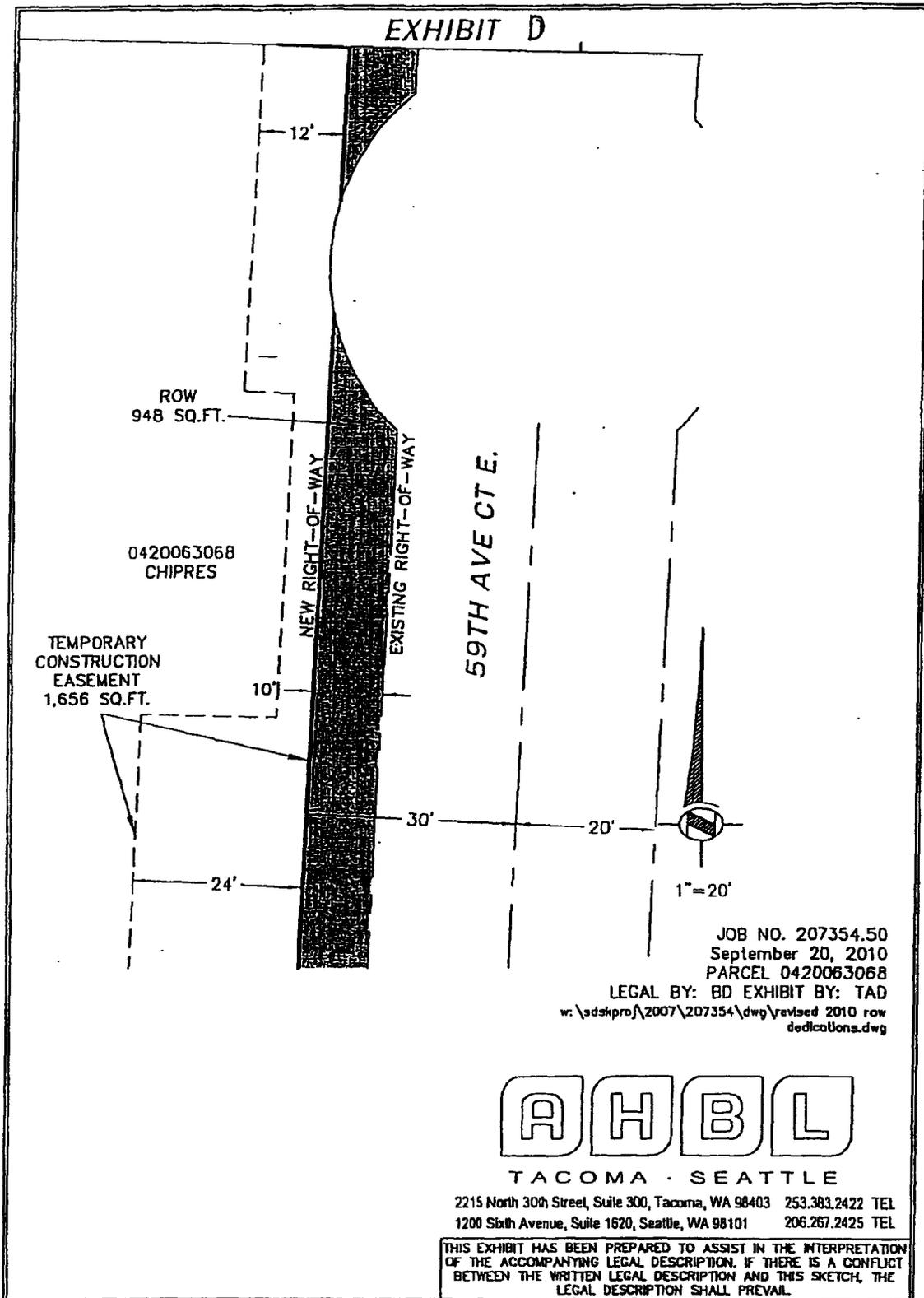
MARGIN OF 15TH STREET EAST; THENCE SOUTH 88°12'34" EAST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 15.65 FEET TO THE EASTERLY TERMINUS OF 15TH STREET EAST; THENCE NORTH 02°37'26" EAST ALONG SAID EASTERLY TERMINUS A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 15TH STREET EAST; THENCE NORTH 88°12'34" WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 15.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS POINT BEARS NORTH 27°32'30" WEST A DISTANCE OF 19.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°49'35" A DISTANCE OF 20.36 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 85.77 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 4.50 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 127.47 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 214.79 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE EAST FROM WHICH THE RADIUS POINT BEARS NORTH 77°34'29" EAST A DISTANCE OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°06'52" A DISTANCE OF 15.77 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 21.43 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 197.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°59'46" A DISTANCE OF 1.57 FEET; THENCE NORTH 43°00'03" WEST A DISTANCE OF 62.15 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 12TH STREET EAST AND THE END OF THIS LINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 BEARS SOUTH 29°50'37" EAST A DISTANCE OF 1535.41 FEET.

LINE B

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 02°16'28" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 158.44 FEET TO THE CENTERLINE OF PACIFIC HIGHWAY EAST (SR 99); THENCE NORTH 88°18'46" WEST ALONG SAID CENTERLINE A DISTANCE OF 827.86; THENCE NORTH 01°41'14" EAST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF PACIFIC HIGHWAY EAST AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°41'14" EAST A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS POINT BEARS NORTH 01°41'14" EAST A DISTANCE OF 45.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°38'25" A DISTANCE OF 68.83 FEET; THENCE SOUTH 87°22'55" EAST A DISTANCE OF 9.01 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 76.17 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 3.25 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 25.11 FEET; THENCE NORTH 87°14'04"

WEST A DISTANCE OF 25.75 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 36.00 FEET; THENCE SOUTH 88°12'34" EAST A DISTANCE OF 13.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 62.50 FEET; THENCE SOUTH 88°12'34" EAST A DISTANCE OF 2.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 10.07 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 35.35 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 14.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°41'34" A DISTANCE OF 14.35 FEET; THENCE NORTH 88°12'34" WEST A DISTANCE OF 19.37 FEET; THENCE NORTH 01°47'26" EAST A DISTANCE OF 5.00 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 15TH STREET EAST; THENCE SOUTH 88°12'34" EAST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 36.48 FEET TO THE EASTERLY TERMINUS OF 15TH STREET EAST; THENCE NORTH 02°37'55" EAST ALONG SAID EASTERLY TERMINUS A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 15TH STREET EAST; THENCE NORTH 88°12'34" WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 20.60 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE RADIUS POINT BEARS NORTH 11°56'19" WEST A DISTANCE OF 17.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°25'46" A DISTANCE OF 23.04 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 49.53 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 17.50 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 21.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 17.50 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 13.25 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 7.50 FEET; THENCE NORTH 02°37'43" EAST A DISTANCE OF 51.92 FEET; THENCE NORTH 87°22'17" WEST A DISTANCE OF 7.00 FEET; THENCE NORTH 02°37'43" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 87°22'09" EAST A DISTANCE OF 7.00 FEET; THENCE NORTH 02°37'51" EAST A DISTANCE OF 57.55 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 5.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 5.00 FEET; THENCE NORTH 02°37'51" EAST A DISTANCE OF 92.57 FEET; THENCE NORTH 88°38'01" WEST A DISTANCE OF 19.01 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 66.02 FEET; THENCE SOUTH 88°38'01" EAST A DISTANCE OF 19.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 45.18 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 7.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 48.04 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 2.00 FEET TO THE END OF THIS LINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 34°30'10" EAST A DISTANCE OF 1308.56 FEET.

EXHIBIT D



JOB NO. 207354.50
September 20, 2010
PARCEL 0420063068

LEGAL BY: BD EXHIBIT BY: TAD
w:\adskprof\2007\207354\dwg\revised 2010 row
dedications.dwg

AHBL

TACOMA · SEATTLE

2215 North 30th Street, Suite 300, Tacoma, WA 98403 253.383.2422 TEL
1200 Sixth Avenue, Suite 1620, Seattle, WA 98101 206.267.2425 TEL

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.