

RESOLUTION NO. 1461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON APPROVING AN AGREEMENT WITH FRANK AND ALMA EUGLEY FOR THE PURCHASE OF A PORTION OF TAX PARCEL NO. 0420063060 FOR RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE 59TH AVENUE IMPROVEMENT PROJECT

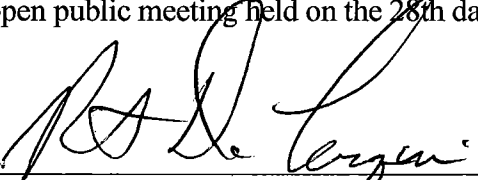
WHEREAS, it is necessary for the City to acquire a portion of the property located at 1322 59th Avenue Court East, identified as tax parcel no. 0420063060, for right of way and a three year temporary construction easement for the 59th Avenue Road Improvement Project, which property is described in the 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 Frank and Alma Eugley for the right of way and three year temporary construction easement, for a total of \$25,750, 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 Frank and Alma Eugley 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 28th day of February, 2012.


Rob Cerqui, Mayor

Attest:


Carol Eigen, City Clerk

PURCHASE AND SALE AGREEMENT

1. **Date and Parties.** THIS PURCHASE AND SALE AGREEMENT ("AGREEMENT"), is dated, for reference purposes only, the _____ day of ^{February} ~~December~~, 201~~2~~, and is made and entered into by and between Frank V. Eugley and Alma Eugley, husband and wife ("Eugley") and City of Fife, a Washington municipal corporation ("City").

2. **Property to be Conveyed.**

2.1 Eugley is the owner of the real estate legally described as:

~~THE SOUTH 129 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.~~

and identified as Pierce County tax parcel no. 0420063060 (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 A-B and graphically depicted in Exhibit C attached hereto.

2.3 Eugley 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 Eugley the sum of \$25,750 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 Eugley in the process of evaluating the City's offer. Eugley 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.

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EUGLEY

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EUGLEY

THE CITY

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.** Eugley 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 Deeds of Trust recorded under recording numbers 200504051193 and 200504051194, which will require partial reconveyance for the Right of Way and subordination for the Temporary Construction Easement. Monetary encumbrances to be discharged by Eugley shall be paid out of the Purchase Price at date of Closing.

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 Five 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 Chicago Title Insurance Company, Tacoma, 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 Eugley 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 Eugley.

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. Eugley shall pay any real estate taxes due, if any. Rather than paying the real estate taxes, Eugley may elect to set over the taxes applicable to the Right of Way to the remaining portion of Eugley's property.

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


EUGLEY


EUGLEY

THE CITY

12. **Environmental Representations and Warranties.** Eugley 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. Eugley 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.

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. **Remedies.** In the event Eugley fails, without legal excuse, to complete the sale of the Right of Way and Temporary Construction Easement in accordance with the terms of this Agreement, the City may, at the City's option (a) bring suit to specifically enforce this Agreement and recover any incidental damages, (b) commence eminent domain proceedings, or (c) pursue any other rights or remedies available at law or equity. Eugley acknowledge that specific performance is an appropriate remedy should Eugley fail to perform under the terms of the Agreement. If, prior to Closing, the City, by act of the City Council, determines that the Right of Way is no longer needed for public use, this Agreement shall terminate, and the City shall reimburse Eugley for evaluation costs up to \$750 and any reasonable attorneys fees incurred by Eugley in the negotiation of and compliance with the Agreement to date of termination.

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EUGLEY

[Signature]
EUGLEY

THE CITY

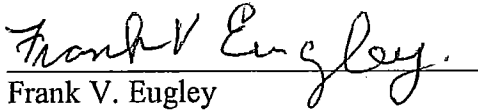
19. **Complete Agreement.** The Agreement and any addenda and exhibits to it state the entire understanding of Miner and the City regarding this transaction. There are no verbal or written agreements which modify or affect the Agreement.

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

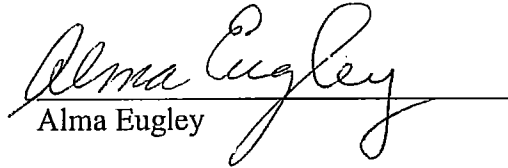
21. **Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the escrow agent, the parties will confirm facsimile transmitted signatures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

EUGLEY:

THE CITY:


Frank V. Eugley

City of Fife, Washington


Alma Eugley

By: _____
David K. Zabell, City Manager

ATTEST:

Carol Etgen, City Clerk

APPROVED AS TO FORM:

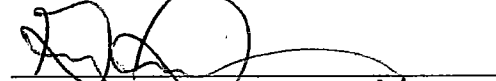

Loren D. Combs *Assistant City Atty*
City Attorney

EXHIBIT "A"

PARCEL NO. 0420063060
RIGHT-OF-WAY

THAT PORTION OF THE SOUTH 129 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;

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°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 ALSO BEING 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 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°03'20" A DISTANCE OF 85.49 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 76.06 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 4.25 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 4.25 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 112.96 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 12.04 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 5.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 5.00 FEET; THENCE NORTH 02°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°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.

EXHIBIT "B"

PARCEL NO. 0420063060
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH 129 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;

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°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 ALSO BEING 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 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°03'20" A DISTANCE OF 85.49 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 76.06 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 4.25 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 4.25 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 112.96 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 12.04 FEET; THENCE NORTH 87°22'05" WEST A DISTANCE OF 5.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°22'05" EAST A DISTANCE OF 5.00 FEET; THENCE NORTH 02°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°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

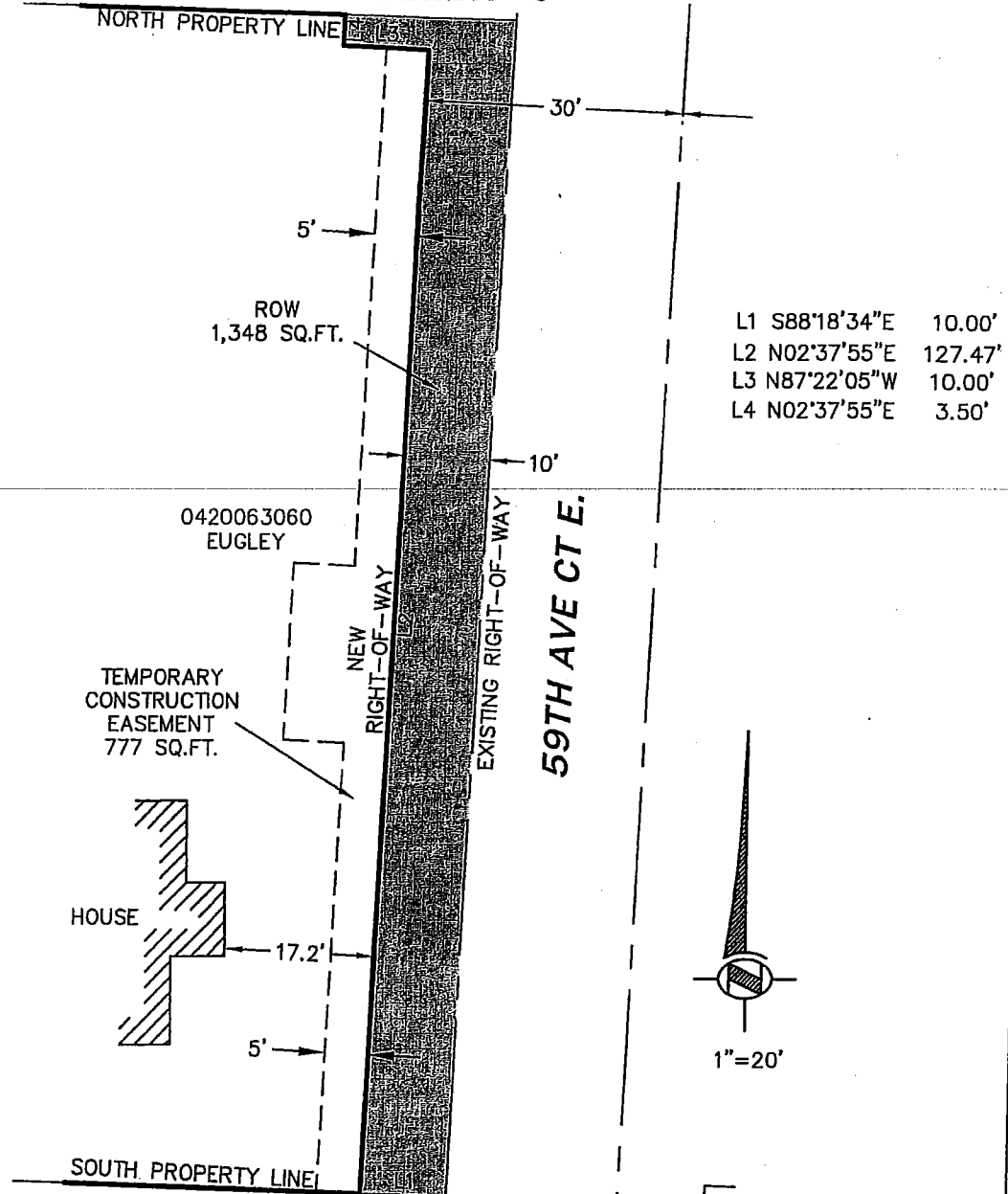
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LINE B

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 $56^{\circ}41'34''$ A DISTANCE OF 14.35 FEET; THENCE NORTH $88^{\circ}12'34''$ WEST A DISTANCE OF 19.37 FEET; THENCE NORTH $01^{\circ}47'26''$ EAST A DISTANCE OF 5.00 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 36.48 FEET TO THE EASTERLY TERMINUS OF 15TH STREET EAST; THENCE NORTH $02^{\circ}37'55''$ EAST ALONG SAID EASTERLY TERMINUS A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 15TH STREET EAST; THENCE NORTH $88^{\circ}12'34''$ 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 $11^{\circ}56'19''$ WEST A DISTANCE OF 17.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $75^{\circ}25'46''$ A DISTANCE OF 23.04 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 49.53 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 17.50 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 21.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 17.50 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 13.25 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 7.50 FEET; THENCE NORTH $02^{\circ}37'43''$ EAST A DISTANCE OF 51.92 FEET; THENCE NORTH $87^{\circ}22'17''$ WEST A DISTANCE OF 7.00 FEET; THENCE NORTH $02^{\circ}37'43''$ EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH $87^{\circ}22'09''$ EAST A DISTANCE OF 7.00 FEET; THENCE NORTH $02^{\circ}37'51''$ EAST A DISTANCE OF 57.55 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH $87^{\circ}22'05''$ EAST A DISTANCE OF 5.00 FEET; THENCE NORTH $02^{\circ}37'51''$ EAST A DISTANCE OF 92.57 FEET; THENCE NORTH $88^{\circ}38'01''$ WEST A DISTANCE OF 19.01 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 66.02 FEET; THENCE SOUTH $88^{\circ}38'01''$ EAST A DISTANCE OF 19.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 45.18 FEET; THENCE NORTH $87^{\circ}22'05''$ WEST A DISTANCE OF 7.00 FEET; THENCE NORTH $02^{\circ}37'55''$ EAST A DISTANCE OF 48.04 FEET; THENCE SOUTH $87^{\circ}22'05''$ 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 $34^{\circ}30'10''$ EAST A DISTANCE OF 1308.56 FEET.

EXHIBIT "C"



L1	S88°18'34"E	10.00'
L2	N02°37'55"E	127.47'
L3	N87°22'05"W	10.00'
L4	N02°37'55"E	3.50'

0420063060
EUGLEY

TEMPORARY
CONSTRUCTION
EASEMENT
777 SQ.FT.

HOUSE

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

JOB NO. 207354.50
September 20, 2010
PARCEL 0420063060
LEGAL BY: BD EXHIBIT BY: TAD
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dedications.dwg

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.