

RESOLUTION NO. 1478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON RATIFYING AN AGREEMENT WITH BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC FOR ACQUISITION OF PORTIONS OF TAX PARCEL NOS. 0420078014 AND 0420078017 FOR RIGHT OF WAY, SLOPE EASEMENT, AND A TEMPORARY CONSTRUCTION EASEMENT IN LIEU OF CONDEMNATION

WHEREAS, it is necessary for the City to acquire portions of tax parcel nos. 0420078014 and 0420078017 for right of way, slope easement, and a temporary construction easement for the 70th Avenue Road Improvement Project; and

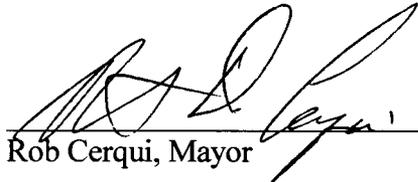
WHEREAS, Brookville 70th Avenue Business Park, LLC owns parcel no. 0420078014 and has an undivided 18% interest in tax parcel no. 0420078017; and

WHEREAS, in lieu of condemnation, the City Attorney's office has negotiated an agreement with Brookville 70th Avenue Business Park, LLC for acquisitions of the necessary property and property rights for a total of \$116,643.00, which constitutes just compensation based on the City's appraisal. A copy of the purchase and sale agreement is attached hereto as Exhibit A (the "Agreement"); now, therefore

BE IT RESOLVED that the City Council hereby ratifies and approves the Agreement with Brookville 70th Avenue Business Park, LLC 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.

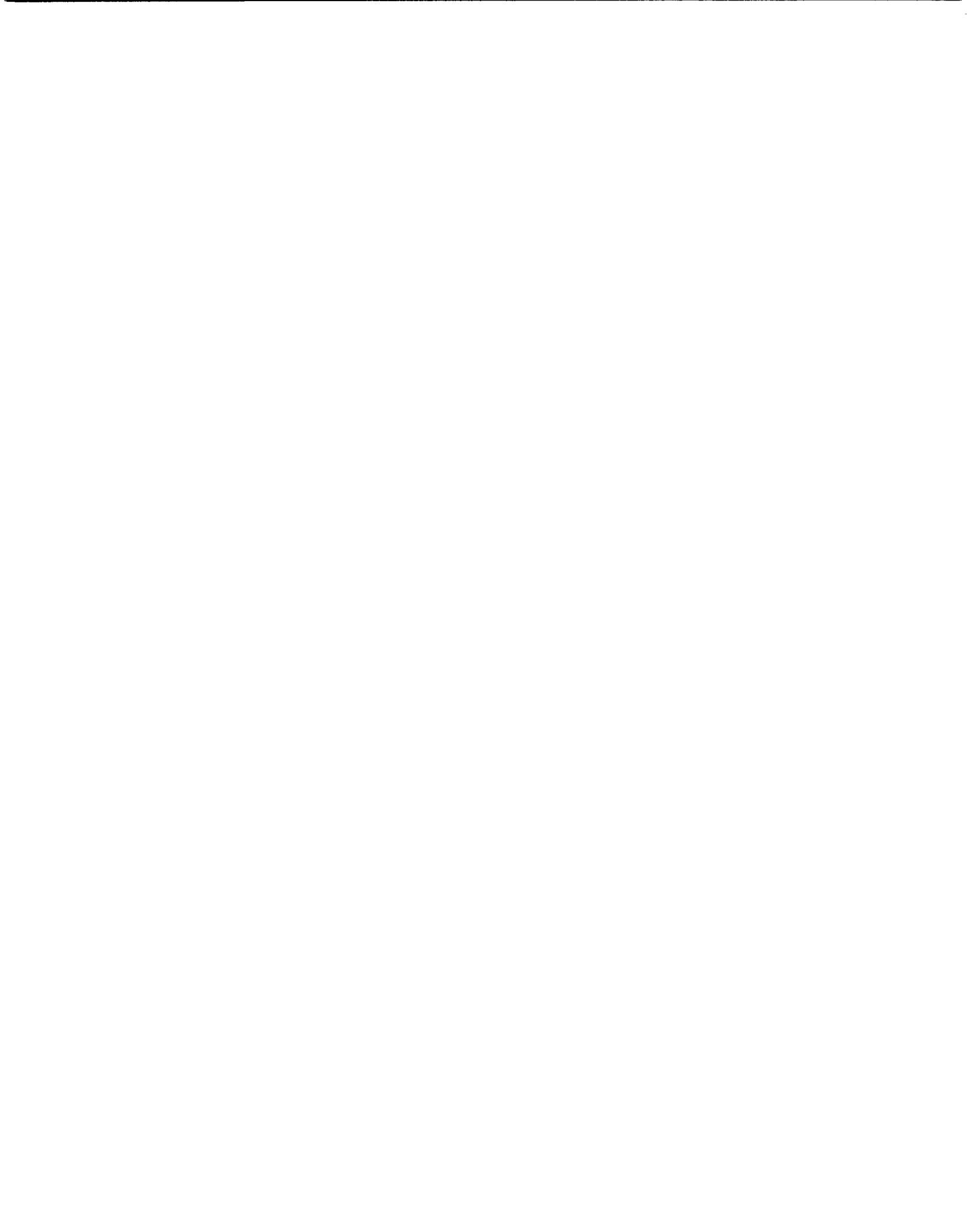
BE IT FURTHER RESOLVED that this purchase is being made under immediate threat of the City's exercise of the right of eminent domain.

ADOPTED by the City Council at an open public meeting held on the 22nd day of May, 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 22^d day of May, 2012, and is made and entered into by and between Brookville 70th Avenue Business Park, LLC ("Brookville") and City of Fife, a Washington municipal corporation ("City").

2. **Property to be Conveyed.**

2.1 Brookville is the owner of the real estate located in Pierce County, Washington legally described as:

LOT 1 CITY OF FIFE SHORT PLAT NUMBER PLT00-00001, FILED JANUARY 31, 2001 UNDER RECORDING NUMBER 200101315004, RECORDS OF PIERCE COUNTY AUDITOR.

EXCEPT THE EAST FIFTEEN FEET OF SAID LOT 1 DEDICATED TO THE CITY OF FIFE FOR ROADWAY AND UTILITIES PURPOSES UPON RECORDING OF SAID SHORT PLAT.

(Tax Parcel No. 0420078014)

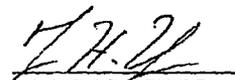
TOGETHER WITH AN UNDIVIDED 18% INTEREST IN TRACT A, CITY OF FIFE SHORT PLAT NUMBER PLT00-00001, FILED JANUARY 31, 2001 UNDER RECORDING NUMBER 200101315004, RECORDS OF PIERCE COUNTY AUDITOR.

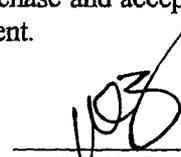
EXCEPT THE EAST FIFTEEN FEET OF SAID TRACT A DEDICATED TO THE CITY OF FIFE FOR ROADWAY AND UTILITIES PURPOSES UPON RECORDING OF SAID SHORT PLAT.

(Tax Parcel No. 0420078017).

2.2 It is necessary for the City to acquire a portion of Lot 1 and Tract A for right of way and utilities ("Right of Way"), a Slope Easement, and two-year Temporary Construction Easement for road and utility improvements to 70th Avenue East (the "Project"). The portions of Lot 1 and Tract A to be acquired by the City for Right of Way, Slope Easement, and Temporary Construction Easement are legally described in Exhibits A-E attached hereto. The property and property rights to be conveyed as described in Exhibits A-E are collectively referred to herein as the "Property."

2.3 Brookville agrees to sell and convey and the City agrees to purchase and accept conveyance of the Property on the terms and conditions set forth in this Agreement.


BROOKVILLE


THE CITY

3. **Purchase Price.** As consideration for the conveyance of the Property, and for any damages and loss of value to Brookville's remaining property as a result of the Project and the acquisition of the Property, the City shall pay Brookville the sum of \$116,643.00 cash, payable at Closing. The City has previously paid \$80,690.00 pursuant to the Possession and Use Agreements recorded under Auditor's Recording Nos. 201108020390 and 201108250675. Therefore the sum of \$80,690.00 shall be credited to the purchase price at closing. The allocation and breakdown of the purchase price is attached hereto as Exhibit F. ("Closing" shall mean the closing of the transaction contemplated by this Agreement as provided in Paragraph 11). In addition, the City shall pay at Closing an additional amount not to exceed \$1500.00 pursuant to RCW 8.25.020 for various expenditures actually and reasonably incurred by Brookville in the process of evaluating the City's offers regarding parcels 0420078014 and 0420078017. Brookville acknowledges that it is receiving just compensation for the Property, and for any damages and loss of value to Brookville's remaining property as a result of the Project and the acquisition of the Property. There is no earnest money required for this Agreement. Both parties acknowledge that there is legally sufficient consideration for entering into this Agreement.

4. **Letter from City.** This acquisition will result in the loss of three parking stalls and some landscaping on Lot 1. At Closing, the City shall provide a letter to Brookville stating that the loss of the three parking stalls and landscaping does not make the property nonconforming, and that the remaining parking is adequate under current zoning for the prior use made of the building. The letter will also state that the City cannot say that the existing parking would be adequate for all uses allowed outright or conditionally in the industrial zone. For example a religious institution, restaurant, or retail service may require more parking than the current or prior warehouse/office use.

5. **Legal Description.** Upon consent of the parties, Closing Agent may insert, attach, or correct the legal description of the Property as required to consummate the conveyance thereof in accordance with the intent of the Agreement.

6. **Title.** Brookville shall convey the Right of Way, Slope Easement, and Temporary Construction Easement in the forms set forth in Exhibits G, H, and I respectively. Title to the Property shall be free of all liens, encumbrances or defects, except as expressly approved by the City in writing. Encumbrances to be discharged by Brookville may be paid out of the Purchase Price at date of Closing.

7. **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 6 above.


BROOKVILLE


THE CITY

8. **Included Items.** This transaction includes any landscaping, improvements and appurtenances, if any, on or in the Right of Way and Slope Easement.

9. **Declaration of Easements and Maintenance Covenants.** The parties acknowledge and agree that the City's acquisition of a portion of Lot 1 for right of way and utilities does not constitute a "subdivision" of Lot 1 for purposes of Section 3(d) of the Declaration of Easements and Maintenance Covenants recorded January 31, 2001 under Recording Number 20010131081 (the "Declaration"), and that Brookville as the owner of the remaining portion of Lot 1 retains the sole obligation and liability for Lot 1's share of maintenance costs and expenses under the (the "Declaration"),

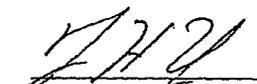
10. **City Council Approval.** This Agreement is subject to ratification by the Fife City Council. This matter shall be submitted to the City Council for ratification at the first regular council meeting after signature by both Parties.

11. **Closing.** Closing shall occur within 30 days after ratification 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 45 day period, if necessary to procure a partial release of the Financing Statement fixture filing from Columbia State Bank. The City and Brookville 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 Brookville. The parties agree to fully cooperate in good faith to meet the Closing date.

12. **Closing Costs & Pro-Rated Items.** The City shall pay the escrow fee, closing fee, any real estate excise tax due, any processing fees charged by Columbia Bank for partial release of the Financing Statement fixture filing on the Property, and the recording fees. Brookville shall pay any property taxes due, if any. Rather than paying the property taxes on tax parcel no. 0420078014 which include taxes for the undivided interest of Lot 1 in Tract A, Brookville may elect to set over the taxes on parcel no. 0420078014 to the remainder of parcel no. 0420078014 pursuant to RCW 84.60.070.

13. **Possession.** The City is already entitled to possession of the Property pursuant to the Possession and Use Agreement. At closing the City will retain possession in accordance with the terms of the Statutory Warranty Deed, Slope Easement and Temporary Construction Easement.

14. **Environmental Representations and Warranties.** Brookville warrants that it has not caused or permitted the Property 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. Brookville has not


BROOKVILLE


THE CITY

caused or permitted and has no knowledge of the release of any hazardous substance on any of the Property at any time.

15. **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 Property, 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.

16. **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.

17. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

18. **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.

19. **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.

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

21. **Remedies.** Both parties acknowledge that specific performance of this Agreement is an appropriate remedy should either party fail to perform under the terms of the Agreement.

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

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

24. **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.


BROOKVILLE


THE CITY

25. **Counterpart Signatures.** The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

BROOKVILLE:

Brookville 70th Avenue Business Park, LLC, a
Washington limited liability company

By: 
Tommy H. Yotsuuye, Manager

By: Brookville Gardens Co., a Washington
corporation, its sole member

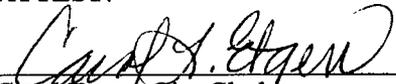
By: 
Tommy H. Yotsuuye, President

THE CITY:

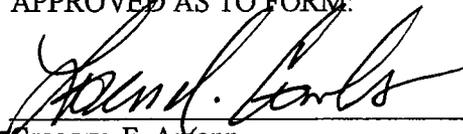
City of Fife, Washington

By: 
David K. Zabel, City Manager

ATTEST:


Carol Etgen, City Clerk

APPROVED AS TO FORM:


Gregory F. Amann
Assistant City Attorney


BROOKVILLE


THE CITY

EXHIBIT 'A'
RIGHT-OF-WAY ACQUISITION
PIERCE COUNTY TAX PARCEL NUMBER 0420078014

THAT PORTION OF LOT 1, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 70TH AVENUE EAST BEING 45.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 00° 53' 51" EAST ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN 461.95 FEET TO THE NORTHERLY LINE OF SAID LOT;
THENCE NORTH 88° 26' 26" WEST ALONG SAID NORTHERLY LINE 291.00 FEET TO THE WESTERLY LINE OF SAID LOT;
THENCE SOUTH 01° 33' 25" WEST ALONG SAID WESTERLY LINE 40.00 FEET;
THENCE SOUTH 88° 26' 25" EAST 152.07 FEET;
THENCE SOUTH 67° 53' 03" EAST 42.72 FEET;
THENCE SOUTH 88° 26' 25" EAST 44.06 FEET;
THENCE SOUTH 46° 42' 48" EAST 51.45 FEET;
THENCE SOUTH 00° 53' 51" WEST 66.78 FEET;
THENCE SOUTH 89° 06' 09" EAST 12.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 206.50 FEET;
THENCE NORTH 89° 06' 09" WEST 14.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 36.00 FEET;
THENCE SOUTH 89° 06' 09" EAST 14.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 63.56 FEET TO THE SOUTHERLY LINE OF SAID LOT;
THENCE SOUTH 88° 26' 35" EAST ALONG SAID SOUTHERLY LINE 5.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,045 SQUARE FEET OR 0.41 ACRES, MORE OR LESS.

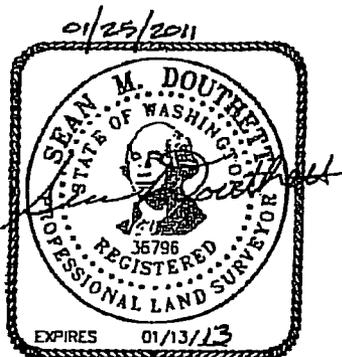


EXHIBIT 'B'
SLOPE EASEMENT
PIERCE COUNTY TAX PARCEL NUMBER 0420078014

THAT PORTION OF LOT 1, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 70TH AVENUE EAST BEING 45.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 88° 26' 35" WEST ALONG THE SOUTHERLY LINE OF SAID LOT A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00° 53' 51" EAST ALONG A LINE PARALLEL WITH AND 52.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION AND ALONG THE WESTERLY LINE OF SLOPE EASEMENT FILED UNDER PIERCE COUNTY RECORDING NUMBER 200101315004 A DISTANCE OF 63.54 FEET;
THENCE NORTH 89° 06' 09" WEST 7.50 FEET TO POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 00° 53' 51" WEST 63.46 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 88° 26' 35" EAST ALONG SAID SOUTHERLY LINE 7.50 FEET TO THE POINT OF BEGINNING; TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A";
THENCE NORTH 89° 06' 09" WEST 5.00 FEET;
THENCE NORTH 00° 53' 51" EAST PARALLEL WITH AND 64.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION A DISTANCE OF 36.00 FEET;
THENCE SOUTH 89° 06' 09" EAST 5.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89° 06' 09" EAST 7.50 FEET;
THENCE NORTH 00° 53' 51" EAST ALONG A LINE PARALLEL WITH AND 52.00 FEET WESTERLY OF SAID EASTERLY SECTION LINE AND ALONG SAID WESTERLY LINE OF SLOPE EASEMENT A DISTANCE OF 206.50 FEET;
THENCE NORTH 89° 06' 09" WEST 7.50 FEET;
THENCE SOUTH 00° 53' 51" WEST 206.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,025 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.



EXHIBIT B (continued)

The purpose of this Slope Easement is to allow the City of Fife, its officers, employees, agents and contractors the right to import fill, grade, compact, cut and slope the easement area at such depth and compaction as the City of Fife deems necessary for street purposes. The owner may use the Slope Easement area for any use not inconsistent with the rights of the City granted herein.

In the event the owner, their heirs, or assigns shall excavate and/or place an embankment upon the area covered by this Slope Easement to the level of the grade of the street abutting thereon, this Slope Easement shall terminate.

EXHIBIT 'C'
TEMPORARY CONSTRUCTION EASEMENT
PIERCE COUNTY TAX PARCEL NUMBER 0420078014

THAT PORTION OF LOT 1, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 70TH AVENUE EAST BEING 45.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 88° 26' 35" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5.50 FEET TO A LINE PARALLEL WITH AND 50.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 00° 53' 51" EAST ALONG SAID PARALLEL LINE 306.06 FEET;
THENCE NORTH 89° 06' 09" WEST 9.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89° 06' 09" WEST 3.00 FEET TO A LINE PARALLEL WITH AND 62.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 00° 53' 51" EAST ALONG SAID PARALLEL LINE 66.78 FEET;
THENCE NORTH 46° 42' 48" WEST 51.45 FEET TO A LINE PARALLEL WITH AND 55.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT;
THENCE NORTH 88° 26' 25" WEST ALONG SAID PARALLEL LINE 10.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 4.53 FEET;
THENCE SOUTH 46° 42' 48" EAST 51.45 FEET;
THENCE SOUTH 00° 53' 51" WEST 72.37 FEET;
THENCE SOUTH 89° 06' 09" EAST 13.00 FEET;
THENCE NORTH 00° 53' 51" EAST 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,313 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

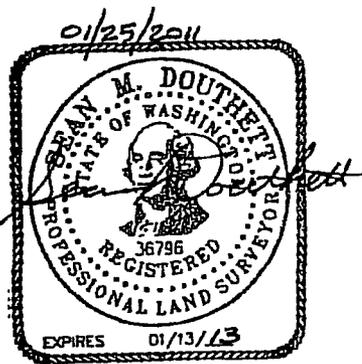


EXHIBIT C (continued)

THE PURPOSE OF THE TEMPORARY CONSTRUCTION EASEMENT IS TO ALLOW THE CITY OF FIFE, ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS THE RIGHT TO USE AND OCCUPY THE DESCRIBED PROPERTY FOR CONSTRUCTION ACTIVITIES FOR THE 70TH AVENUE ROAD IMPROVEMENT PROJECT. THE TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE AUTOMATICALLY TWO YEARS AFTER THE DATE OF THE RECORDING OF THE DECREE OF APPROPRIATION.

**EXHIBIT D
RIGHT-OF-WAY ACQUISITION
PIERCE COUNTY TAX PARCEL NUMBER 0420078017**

AN 18% UNDIVIDED INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

THE EASTERLY 5.50 FEET OF TRACT A, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, RECORDS OF PIERCE COUNTY, WASHINGTON; THE EASTERLY LINE OF SAID TRACT A BEING PARALLEL WITH AND 45 FEET WESTERLY OF THE EAST LINE OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.

CONTAINING 541 FEET OR 0.01 ACRES, MORE OR LESS.

TAX PARCEL NO. 0420078017

**EXHIBIT E
SLOPE EASEMENT
PIERCE COUNTY TAX PARCEL NUMBER 0420078017**

A slope easement over, upon and across the following:

THE WESTERN 7.50 FEET OF THE EASTERLY 14.50 FEET OF TRACT A, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, RECORDS OF PIERCE COUNTY, WASHINGTON; THE EASTERLY LINE OF SAID TRACT A BEING PARALLEL WITH AND 45 FEET WESTERLY OF THE EAST LINE OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.

CONTAINING 738 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

The purpose of this Slope Easement is to allow the City of Fife, its officers, employees, agents and contractors the right to import fill, grade, compact, cut and slope the easement area at such depth and compaction as the City of Fife deems necessary for street purposes. The owner may use the Slope Easement area for any use not inconsistent with the rights of the City granted herein.

In the event the owner, their heirs, or assigns shall excavate and/or place an embankment upon the area covered by this Slope Easement to the level of the grade of the street abutting thereon, this Slope Easement shall terminate.

EXHIBIT F

Portion 18% Undivided Interest in Tract A:

Fee acquisition encumbered with slope and utility easement: $541 \text{ s.f.} \times \$11.50 \times .50 \times .18 =$	\$559.94
Slope easement: $738 \text{ s.f.} \times \$11.50 \times .50 \times .18 =$	\$763.83
Total Compensation regarding Tract A (rounded):	\$1324.00
Amount Paid for Possession and Use:	-\$990.00
Total Amount due at Closing regarding Tract A	\$334.00

Portion of Lot 1:

Unencumbered fee acquisition: $2132 \text{ s.f.} \times \$11.50 =$	\$24,518.00
Fee acquisition encumbered by slope and utility easement : $2269 \text{ s.f.} \times \$11.50 \times .50 =$	\$13,046.75
Fee acquisition encumbered by ingress, egress and utility easement: $13,082 \text{ s.f.} \times \$11.50 \times .20 =$	\$30,088.60
Fee acquisition encumbered by slope and utility easement and ingress, egress and utility easement: $562 \text{ s.f.} \times \$11.50 \times .10 =$	\$646.30
Unencumbered slope easement: $1845 \text{ s.f.} \times \$11.50 \times .50 =$	\$10,608.75
Slope easement encumbered with ingress, egress and utility easement: $180 \text{ s.f.} \times \$11.50 \times .50 \times .20 =$	\$207.00
Temporary construction easement: $1313 \text{ s.f.} \times \$11.50 \times .10 \times 2 =$	\$3019.90
Value of pavement, curb, and landscaping taken =	\$17,400.00
Damages (two small signs, cut-off reconnect sprinkler system) =	\$1,200.00
Damages for loss of three parking stalls:	
Cost to construct three new stalls =	\$12,133.00
Sprinkler systems in area of three new stalls=	\$250.00
Landscaping in area of three new stalls=	\$1,200.00
Additional Administrative Settlement Amount=	\$1,000.00
Total Compensation regarding Portion of Lot 1 (rounded):	\$115,319.00

Amount Paid for Possession and Use:	- \$79,700.00
Total Amount due at Closing regarding Lot 1	\$35,619.00

Total Amount due at Closing regarding Tract A and Lot 1 = \$35,953

EXHIBIT
" 6 "

After Recording Please Return To:
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

STATUTORY WARRANTY DEED

Grantor: BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC, a Washington limited liability company

Grantee: CITY OF FIFE, a municipal corporation

Abbreviated Legal Description: Portion Lot 1 and Portion of Tract A, City of Fife SP N. PLT00-00001, Recording No. 200101315004

Tax Parcel No.: Portion 0420078014, 0420078017

BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC, a Washington limited liability company("Grantor"), record owner of the property hereinafter described, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other valuable consideration in hand paid, hereby conveys and warrants to the City of Fife, a Washington municipal corporation ("Grantee"), the real property legally described in Exhibit A and graphically identified as "Right of Way Acquisition" in Exhibit B attached hereto, situated in Pierce County, State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain.

SUBJECT TO: EXCEPTIONS SET FORTH IN ATTACHED EXHIBIT "C."

Dated this _____ day of _____, 2012

GRANTOR:

Brookville 70th Avenue Business Park, LLC,
a Washington limited liability company

By: _____
Tommy H. Yotsuuye, Manager

By: Brookville Gardens Co., a Washington corporation, its sole member

By: _____
Tommy H. Yotsuuye, President

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Tommy H. Yotsuuye is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the manager of Brookville 70th Avenue Business Park, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC
Print Name: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Tommy H. Yotsuuye is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the president Brookville Gardens Co., a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

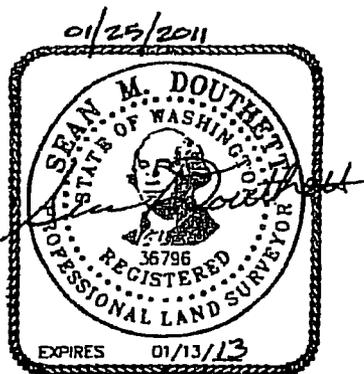
NOTARY PUBLIC
Print Name: _____
My appointment expires: _____

EXHIBIT 'A'
RIGHT-OF-WAY ACQUISITION
PIERCE COUNTY TAX PARCEL NUMBER 0420078014

THAT PORTION OF LOT 1, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 70TH AVENUE EAST BEING 45.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 00° 53' 51" EAST ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN 461.95 FEET TO THE NORTHERLY LINE OF SAID LOT;
THENCE NORTH 88° 26' 26" WEST ALONG SAID NORTHERLY LINE 291.00 FEET TO THE WESTERLY LINE OF SAID LOT;
THENCE SOUTH 01° 33' 25" WEST ALONG SAID WESTERLY LINE 40.00 FEET;
THENCE SOUTH 88° 26' 25" EAST 152.07 FEET;
THENCE SOUTH 67° 53' 03" EAST 42.72 FEET;
THENCE SOUTH 88° 26' 25" EAST 44.06 FEET;
THENCE SOUTH 46° 42' 48" EAST 51.45 FEET;
THENCE SOUTH 00° 53' 51" WEST 66.78 FEET;
THENCE SOUTH 89° 06' 09" EAST 12.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 206.50 FEET;
THENCE NORTH 89° 06' 09" WEST 14.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 36.00 FEET;
THENCE SOUTH 89° 06' 09" EAST 14.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 63.56 FEET TO THE SOUTHERLY LINE OF SAID LOT;
THENCE SOUTH 88° 26' 35" EAST ALONG SAID SOUTHERLY LINE 5.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,045 SQUARE FEET OR 0.41 ACRES, MORE OR LESS.



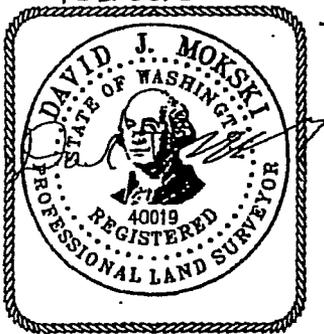
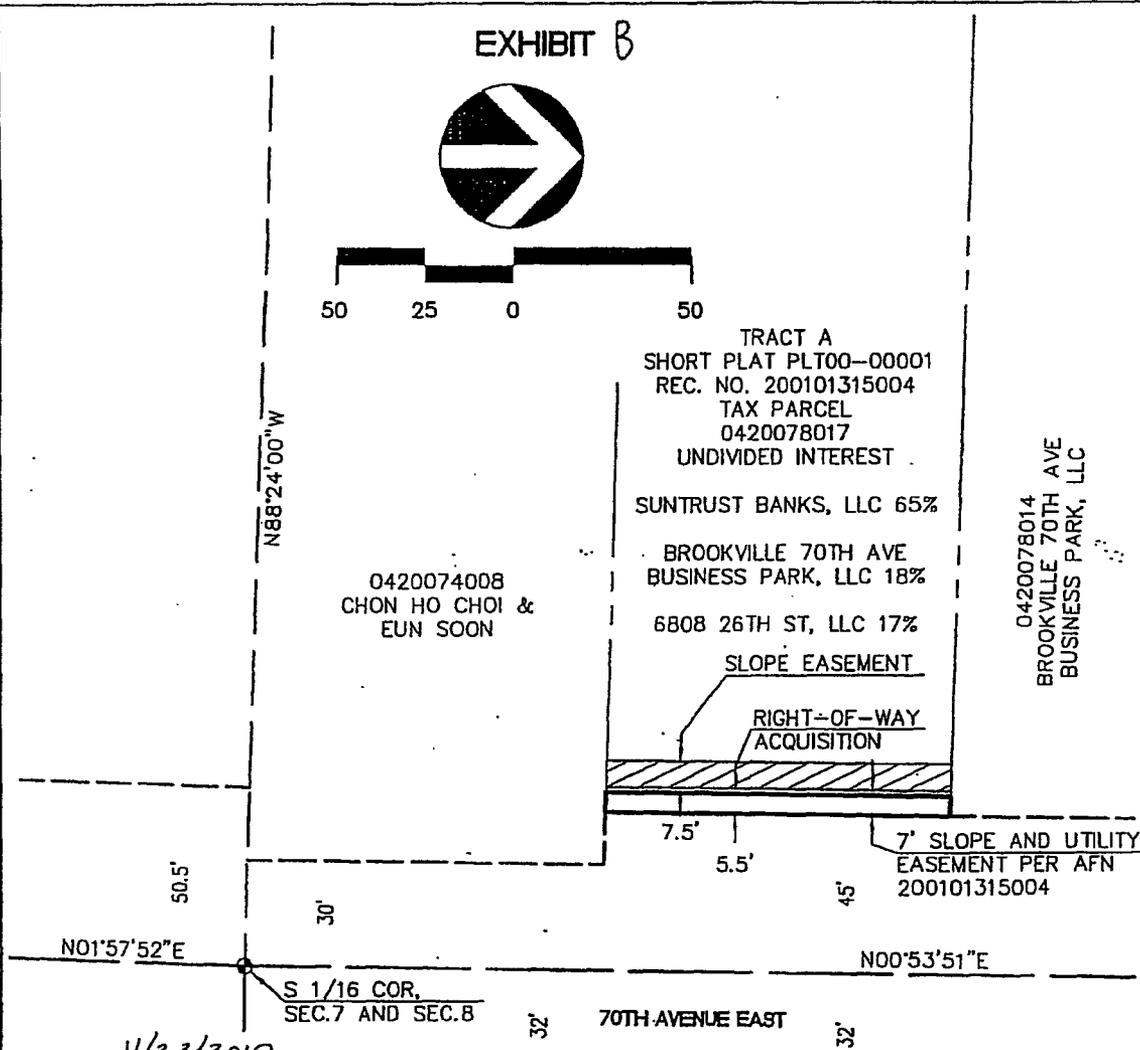
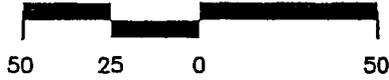
Ex. A Page 1 of 2

EXHIBIT 'A'
RIGHT-OF-WAY ACQUISITION
PIERCE COUNTY TAX PARCEL NUMBER 0420078017

AN UNDIVIDED 18% INTEREST IN THE EASTERLY 5.50 FEET OF TRACT A, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, RECORDS OF PIERCE COUNTY, WASHINGTON; THE EASTERLY LINE OF SAID TRACT A BEING PARALLEL WITH AND 45 FEET WESTERLY OF THE EAST LINE OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.

CONTAINING 541 FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT B



**DAVID EVANS
AND ASSOCIATES INC.**
3700 Pacific Hwy. East, Suite 311
Fife, Washington 98424
Phone: 253.922.9780

PROJECT **RIGHT OF WAY ACQUISITION AND SLOPE EASEMENT EXHIBIT FOR:**

TITLE **UNDIVIDED INTEREST**

PIERCE COUNTY TAX PARCEL NO. 0420078017

DWG. REF.	PROJECT	SCALE	DRAWN BY	DESIGN BY	APPROVED BY	AMENDMENT NO.	DATE
FIFED165	FIFED165	1"=50'	AED	- - -	DJMO	0.0	11-22-10

1
OF
1

After Recording Please Return To:
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

EXHIBIT
" H "

SLOPE EASEMENT

Grantor: BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC, a Washington limited liability company

Grantee: CITY OF FIFE, a municipal corporation

Abbreviated Legal Description: Portion Lot 1 and Portion of Tract A, City of Fife SP N. PLT00-00001, Recording No. 200101315004

Tax Parcel No.: Portion 0420078014, 0420078017

BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC, a Washington limited liability company ("Grantor"), record owner of the property hereinafter described, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other valuable consideration, hereby conveys and grants to the City of Fife, a Washington municipal corporation ("Grantee"), a slope easement over, upon and across the real property legally described in Exhibit A and graphically identified as "Slope Easement" in Exhibit B attached hereto, situated in Pierce County, State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain.

The purpose of this Slope Easement is to allow the Grantee, its officers, employees, agents and contractors the right to import fill, grade, compact, cut and slope the easement area at such depth and compaction as the Grantee deems necessary for street purposes. The Grantor may use the Slope Easement area for any use not inconsistent with the rights of the Grantee granted herein.

In the event the Grantor, its successors, or assigns shall excavate and/or place an embankment upon the area covered by this Slope Easement to the level of the grade of the street abutting thereon, this Slope Easement shall terminate.

Grantor and Grantee acknowledge that Grantor only has a partial undivided interest in Tract A, City of Fife SP N. PLT00-00001, Recording No. 200101315004, and that the easement rights granted herein on Tract A apply and extend only to Grantor's partial undivided interest in Tract A.

Dated this _____ day of _____, 2012

GRANTOR:

Brookville 70th Avenue Business Park, LLC,
a Washington limited liability company

By: _____
Tommy H. Yotsuuye, Manager

By: Brookville Gardens Co., a Washington
corporation, its sole member

By: _____
Tommy H. Yotsuuye, President

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Tommy H. Yotsuuye is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the manager of Brookville 70th Avenue Business Park, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC
Print Name: _____
My appointment expires: _____

STATE OF WASHINGTON)
)
County of Pierce) ss.

I certify that I know or have satisfactory evidence that Tommy H. Yotsuuye is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the president Brookville Gardens Co., a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

NOTARY PUBLIC
Print Name: _____
My appointment expires: _____

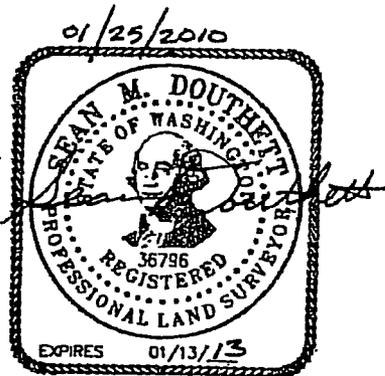
EXHIBIT A
SLOPE EASEMENT
PIERCE COUNTY TAX PARCEL NUMBER 0420078014

THAT PORTION OF LOT 1, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 70TH AVENUE EAST BEING 45.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 88° 26' 35" WEST ALONG THE SOUTHERLY LINE OF SAID LOT A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00° 53' 51" EAST ALONG A LINE PARALLEL WITH AND 52.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION AND ALONG THE WESTERLY LINE OF SLOPE EASEMENT FILED UNDER PIERCE COUNTY RECORDING NUMBER 200101315004 A DISTANCE OF 63.54 FEET;
THENCE NORTH 89° 06' 09" WEST 7.50 FEET TO POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 00° 53' 51" WEST 63.46 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 88° 26' 35" EAST ALONG SAID SOUTHERLY LINE 7.50 FEET TO THE POINT OF BEGINNING; TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A";
THENCE NORTH 89° 06' 09" WEST 5.00 FEET;
THENCE NORTH 00° 53' 51" EAST PARALLEL WITH AND 64.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION A DISTANCE OF 36.00 FEET;
THENCE SOUTH 89° 06' 09" EAST 5.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89° 06' 09" EAST 7.50 FEET;
THENCE NORTH 00° 53' 51" EAST ALONG A LINE PARALLEL WITH AND 52.00 FEET WESTERLY OF SAID EASTERLY SECTION LINE AND ALONG SAID WESTERLY LINE OF SLOPE EASEMENT A DISTANCE OF 206.50 FEET;
THENCE NORTH 89° 06' 09" WEST 7.50 FEET;
THENCE SOUTH 00° 53' 51" WEST 206.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,025 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

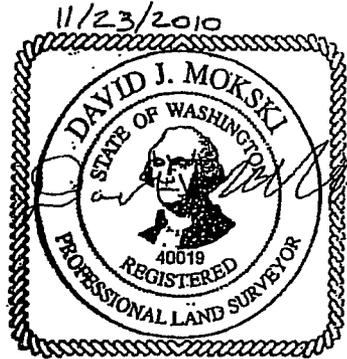


Ex. A 1 of 2

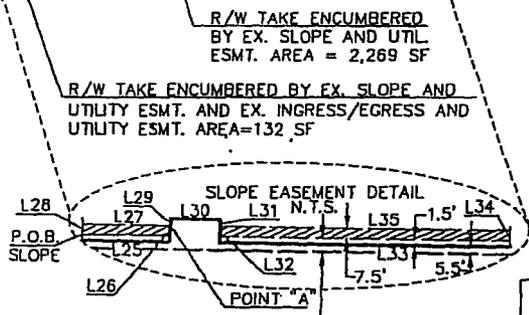
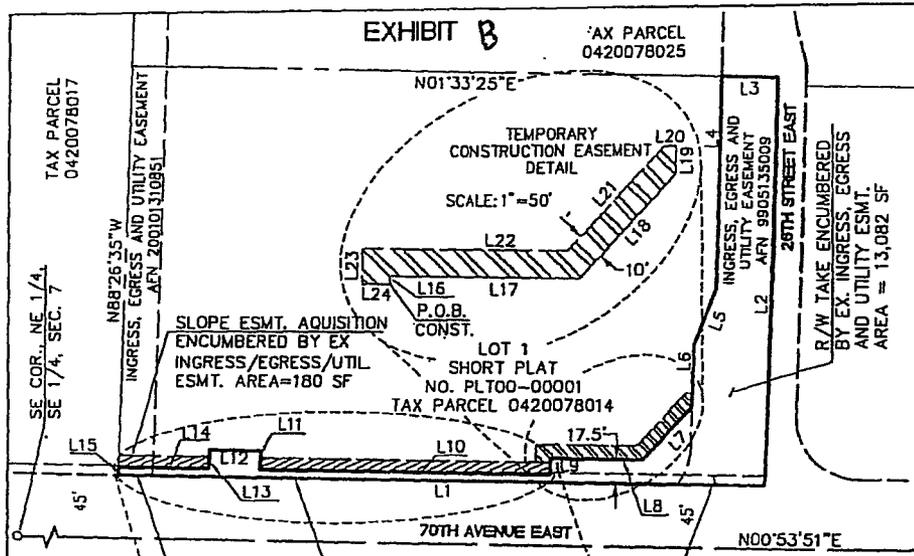
EXHIBIT A
SLOPE EASEMENT
PIERCE COUNTY TAX PARCEL NUMBER 0420078017

THE WESTERLY 7.50 FEET OF THE EASTERLY 14.50 FEET OF TRACT A, CITY OF FIFE SHORT PLAT NO. PLT00 -00001, FILED UNDER RECORDING NO. 200101315004, RECORDS OF PIERCE COUNTY, WASHINGTON; THE EASTERLY LINE OF SAID TRACT A BEING PARALLEL WITH AND 45 FEET WESTERLY OF THE EAST LINE OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.

CONTAINING 738 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



Ex. A 2 of 2



R/W TAKE ENCUMBERED BY EX. SLOPE AND UTIL ESMT. AND EX. INGRESS, EGRESS AND UTILITY ESMT. AREA = 430 SF

TEMPORARY CONSTRUCTION EASEMENT LINE TABLE

LINE	BEARING	LENGTH
L16	N89°06'09"W	3.00'
L17	N00°53'51"E	66.78'
L18	N46°42'48"W	51.45'
L19	N88°26'25"W	10.00'
L20	S00°53'51"W	4.53'
L21	S46°42'48"E	51.45'
L22	S00°53'51"W	72.37'
L23	S89°06'09"E	13.00'
L24	N00°53'51"E	10.00'

SLOPE EASEMENT LINE TABLE

LINE	BEARING	LENGTH
L25	N00°53'51"E	63.54'
L26	N89°06'09"W	7.50'
L27	S00°53'51"W	63.46'
L28	S88°26'35"E	7.50'
L29	N89°06'09"W	5.00'
L30	N00°53'51"E	36.00'
L31	S89°06'09"E	5.00'
L32	S89°06'09"E	7.50'
L33	N00°53'51"E	206.50'
L34	N89°06'09"W	7.50'
L35	S00°53'51"W	206.50'

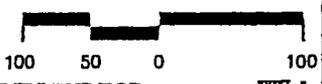
RIGHT-OF-WAY ACQUISITION LINE TABLE

LINE	BEARING	LENGTH
L1	N00°53'51"E	461.95'
L2	N88°26'26"W	291.00'
L3	S01°33'25"W	40.00'
L4	S88°26'25"E	152.07'
L5	S67°53'03"E	42.72'
L6	S88°26'25"E	44.06'
L7	S46°42'48"E	51.45'
L8	S00°53'51"W	66.78'
L9	S89°06'09"E	12.00'
L10	S00°53'51"W	206.50'
L11	N89°06'09"W	14.00'
L12	S00°53'51"W	36.00'
L13	S89°06'09"E	14.00'
L14	S00°53'51"W	63.56'
L15	S88°26'35"E	5.50'

03/18/2011



DAVID EVANS AND ASSOCIATES INC.
 3700 Pacific Hwy. East, Suite 311
 Fife Washington 98424
 Phone: 253.922.9780



PROJECT: R/W ACO, SLOPE, TEMP. CONST. EASEMENT EXHIBIT FOR:

TITLE: BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC

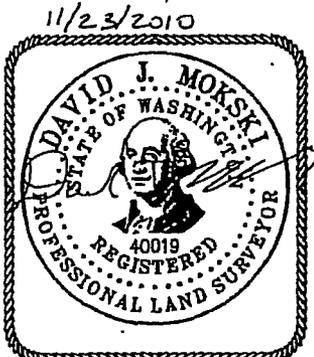
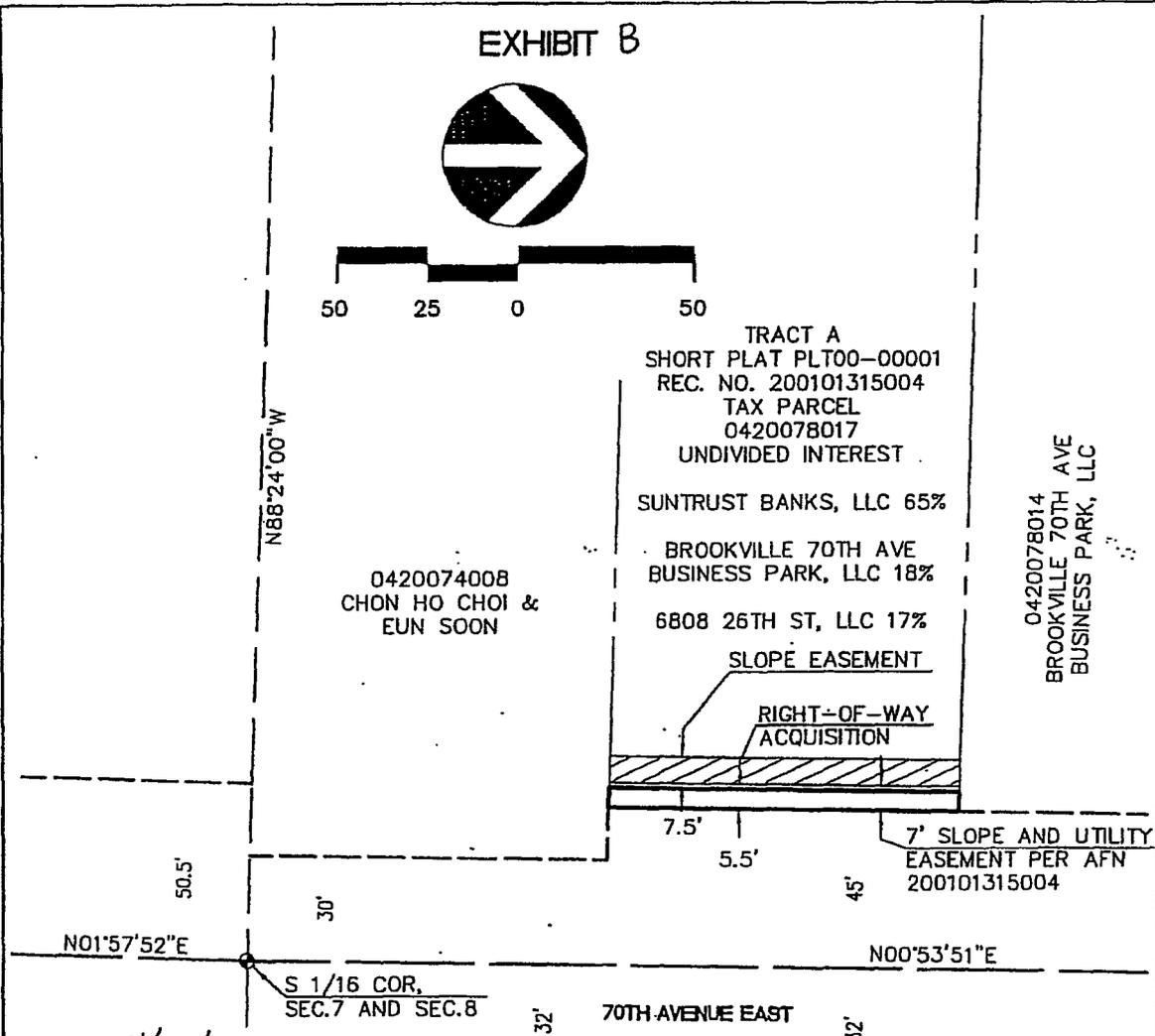
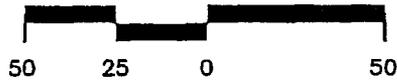
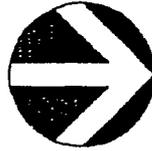
PIERCE COUNTY TAX PARCEL NO. 0420078014

DWG. REV. PROJECT: FIFE0165 SCALE: 1"=100' DRAWN BY: AED/GEN DESIGN BY: --- APPROVED BY: SMD LAYOUT NO. 0.0 DATE: 01-26-2011

SHEET 1 OF 1

cab 03/18/11 3:21pm - P:\FIFE00000165\0400CAD\SV\dwg\EXHIBITS\PARCEL NO 0420078014.dwg

EXHIBIT B



DAVID EVANS AND ASSOCIATES INC.
 3700 Pacific Hwy. East, Suite 311
 Fife, Washington 98424
 Phone: 253.922.9780

PROJECT: RIGHT OF WAY ACQUISITION AND SLOPE EASEMENT EXHIBIT FOR:							SHEET 1 OF 1
TITLE: UNDIVIDED INTEREST							
PIERCE COUNTY TAX PARCEL NO. 0420078017							
DWG. REV.	PROJECT	SCALE	DRAWN BY	DESIGN BY	APPROVED BY	AMENDMENT NO.	DATE
	FIFE0165	1"=50'	AED	- - -	DJMO	0.0	11-22-10

EXHIBIT

After Recording Please Return To:
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

TEMPORARY CONSTRUCTION EASEMENT

Grantor: BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC, a Washington limited liability company

Grantee: CITY OF FIFE, a municipal corporation

Abbreviated Legal Description: Portion Lot 1, City of Fife SP N. PLT00-00001, Recording No. 200101315004

Tax Parcel No.: Portion 0420078014

BROOKVILLE 70TH AVENUE BUSINESS PARK, LLC, a Washington limited liability company (“Grantor”), record owner of the property hereinafter described, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other valuable consideration, hereby conveys and grants to the City of Fife, a Washington municipal corporation (“Grantee”), a temporary construction easement over, upon and across the real property legally described in Exhibit A and graphically identified as Temporary Construction Easement in Exhibit B attached hereto, situated in Pierce County, State of Washington, under the imminent threat of the Grantee’s exercise of its rights of Eminent Domain.

The purpose of the Temporary Construction Easement is to allow the Grantee, its officers, employees, agents and contractors the right to use and occupy the described property for construction activities for the 70th Avenue Road Improvement Project.

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Tommy H. Yotsuuye is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the president Brookville Gardens Co., a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

NOTARY PUBLIC

Print Name: _____

My appointment expires: _____

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
PIERCE COUNTY TAX PARCEL NUMBER 0420078014

THAT PORTION OF LOT 1, CITY OF FIFE SHORT PLAT NO. PLT00-00001, FILED UNDER RECORDING NO. 200101315004, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT AND THE WESTERLY RIGHT-OF-WAY MARGIN OF 70TH AVENUE EAST BEING 45.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 88° 26' 35" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5.50 FEET TO A LINE PARALLEL WITH AND 50.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 00° 53' 51" EAST ALONG SAID PARALLEL LINE 306.06 FEET;
THENCE NORTH 89° 06' 09" WEST 9.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89° 06' 09" WEST 3.00 FEET TO A LINE PARALLEL WITH AND 62.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID SECTION;
THENCE NORTH 00° 53' 51" EAST ALONG SAID PARALLEL LINE 66.78 FEET;
THENCE NORTH 46° 42' 48" WEST 51.45 FEET TO A LINE PARALLEL WITH AND 55.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT;
THENCE NORTH 88° 26' 25" WEST ALONG SAID PARALLEL LINE 10.00 FEET;
THENCE SOUTH 00° 53' 51" WEST 4.53 FEET;
THENCE SOUTH 46° 42' 48" EAST 51.45 FEET;
THENCE SOUTH 00° 53' 51" WEST 72.37 FEET;
THENCE SOUTH 89° 06' 09" EAST 13.00 FEET;
THENCE NORTH 00° 53' 51" EAST 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,313 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



