

RESOLUTION NO. 1519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON APPROVING AN AGREEMENT WITH D. THOMPSON PROPERTIES, LLC FOR THE PURCHASE OF A PORTION OF TAX PARCEL NOS. 0420063080, 0420063088, and 0420063056 FOR RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE 59<sup>TH</sup> AVENUE IMPROVEMENT PROJECT

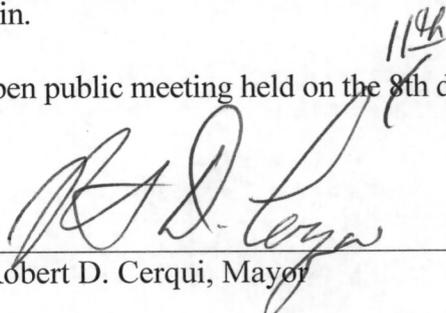
WHEREAS, it is necessary for the City to acquire a portion of the property located at 5959 Pacific Highway East, identified as tax parcel no. Tax Parcel Nos. 0420063080, 0420063088, and 0420063056, for right of way and a three year temporary construction easement for the 59<sup>th</sup> Avenue Road Improvement 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 D. Thompson Properties, LLC for the right of way and three year temporary construction easement, for a total of \$99,900, which constitutes just compensation based on the City's appraisal; now, therefore

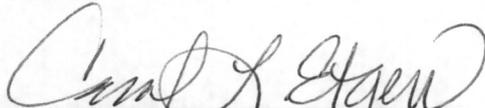
BE IT RESOLVED that the City Council hereby ratifies and approves the Agreement with D. Thompson Properties, LLC attached hereto as Exhibit A and authorizes the City Manager to pay the amounts and perform the actions necessary to acquire the property in accordance with the Agreement.

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 8<sup>th</sup> day of December, 2012.

  
Robert D. Cerqui, Mayor

Attest:

  
Carol Etgen, City Clerk

RESOLUTION NO. 1519

Page 1 of 1



## PURCHASE AND SALE AGREEMENT

1. **Date and Parties.** THIS PURCHASE AND SALE AGREEMENT ("AGREEMENT"), is dated, for reference purposes only, the \_\_\_\_\_ day of November, 2012, and is made and entered into by and between D. Thompson Properties, LLC ("DTP") and City of Fife, a Washington municipal corporation ("City").

2. **Property to be Conveyed.**

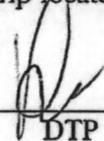
2.1 DTP is the owner of the real estate legally described in Exhibit A attached hereto and identified as Pierce County tax parcel nos. 0420063080, 0420063088, and 0420063056 (the "Property").

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 59<sup>th</sup> 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 Exhibit B and graphically depicted in Exhibit C attached hereto.

2.3 DTP 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 DTP the sum of \$99,900 cash, payable at Closing, and shall perform the construction item described in Section 4 below. ("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 \$750.00 pursuant to RCW 8.25.020 for various expenditures actually and reasonably incurred by DTP in the process of evaluating the City's offer. DTP acknowledges that it is 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. **Construction Item.** As part of the Project, the Property's existing driveway on 59<sup>th</sup> Avenue closest to Pacific Highway East will be closed. Therefore, as part of the Project the City shall adjust the Property's existing middle driveway on 59<sup>th</sup> Avenue by removing the north seven feet (approx.) of the driveway and extending the driveway south to a point parallel with the south end of the landscape strip located east of the south end of the

  
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DTP

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THE CITY

building, as approximately shown in Exhibit D attached hereto. This construction item is additional consideration and this shall survive closing.

5. **Signs.** DTP shall be allowed to remove and salvage any signs within the areas described in Exhibits B-C attached hereto after acquisition by the City up until the time construction of the Project commences. The City will provide at least thirty (30) days advance written notice of the commencement of the Project. The DTP assumes all liability to persons and/or property connected with the exercise of salvage rights and further agrees to protect, save and hold harmless the City of Fife from all claims, actions, costs damages or expenses of any nature whatsoever by reason of the acts or omissions of DTP, its employees, agents, or contractors, arising out of or in connection with any acts or activities authorized by this Section 5. DTP further agrees to defend the City of Fife in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced thereon arising out of or any acts or activities of DTP or its employees or agents authorized by this Section 5. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the City of Fife, its authorized agents, employees or invitees. Provided, that if the claims or damages are caused by or result from the concurrent negligence of: (a) DTP, its agents contractors or employees; and (b) the City of Fife, its agents, contractors or employees, or invitees and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of DTP and DTP's agents or employees. DTP waives its immunity under industrial insurance, Title 51 RCW, as to the City only, to the extent necessary to provide the City with the full indemnity set forth in this Section 5.

6. **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.

7. **Title.** DTP 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. Covenants, conditions, restrictions and easements that do not interfere with the City's intended use of the Right of Way and Temporary Construction Easement shall not be considered defects of title. Monetary encumbrances to be discharged by DTP shall be paid or discharged by DTP at or before Closing.

8. **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 7 above.

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

  
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DTP

\_\_\_\_\_  
THE CITY

10. 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.

11. Closing. Closing shall occur within 30 days after approval by the City Council, in the office of Chicago Title 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 DTP 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 DTP.

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

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

14. Environmental Representations and Warranties. DTP 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. DTP has not 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 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.

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.

  
\_\_\_\_\_  
DTP

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THE CITY

17. **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.

18. **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.

19. **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 DTP and the City regarding this transaction. There are no verbal or written agreements which modify or affect the Agreement.

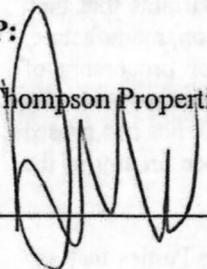
19. **Time of the Essence.** Time is of the essence as to each provision of this Agreement.

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.

DTP:

D. Thompson Properties, LLC

By: \_\_\_\_\_



THE CITY:

City of Fife, Washington

By: \_\_\_\_\_

David K. Zabell, City Manager

ATTEST:

\_\_\_\_\_  
Carol Etgen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney

\_\_\_\_\_  
DTP

\_\_\_\_\_  
THE CITY

**EXHIBIT**  
" A "

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 4360333  
Your No.: FET, LLC/CITY OF FIFE

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

**PARCEL A:**

BEGINNING AT THE NORTHEAST CORNER 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 W.M., IN PIERCE COUNTY, WASHINGTON;  
THENCE ON THE EAST LINE OF SAID SUBDIVISION SOUTH 477.08 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE WEST PARALLEL WITH SOUTH LINE OF SAID SUBDIVISION, 108 FEET;  
THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 193.62 FEET, MORE OR LESS, TO SOUTH LINE OF SAID SUBDIVISION;  
THENCE EAST ON SAID SOUTH LINE, 108 FEET, TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;  
THENCE NORTH SAID EAST LINE 193.62 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL B:**

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF PRIMARY STATE HIGHWAY NO. 1:

BEGINNING 100 FEET NORTH AND 424.6 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST 316 FEET; THENCE NORTH 234.8 FEET; THENCE EAST 316 FEET; THENCE SOUTH 234.8 FEET TO THE PLACE OF BEGINNING.

EXCEPT THE EAST 100 FEET THEREOF.

ALSO EXCEPT THE NORTH 14 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF FIFE BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 200712180244.

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

**PARCEL C:**

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, THENCE NORTH 100 FEET; THENCE WEST 740.6 FEET;

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 4360333  
Your No.: FET, LLC/CITY OF FIFE

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

THENCE NORTH 234.8 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 336.02 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE EAST 118 FEET; THENCE SOUTH 336.02 FEET; THENCE WEST 118 FEET TO THE POINT OF BEGINNING.

ALSO,

THE WEST 118 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 14 FEET OF ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF PRIMARY STATE HIGHWAY NO. 1: BEGINNING 100 FEET NORTH AND 424.6 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST 316 FEET; THENCE NORTH 234.8 FEET; THENCE EAST 316 FEET; THENCE SOUTH 234.8 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION OF SAID PREMISES CONVEYED TO THE CITY OF FIFE BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 200712180244.

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

**EXHIBIT**  
" B "

1 of 10

59th AVENUE COURT EAST

RIGHT-OF-WAY DEDICATION ~ APN: 0420063080

LEGAL DESCRIPTION

That portion of the following described Parcel:

All that portion of the following described property lying North of Primary State Highway No. 1:

Beginning 100 feet north and 424.6 feet West of the Southeast corner of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North , Range 4 East of the Willamette Meridian; Thence West 316 feet; Thence North 234.8 feet; Thence East 316 feet; Thence South 234.8 feet to the place of beginning.

Except the East 100 feet thereof.

Also except the North 14 feet thereof.

Also except that portion conveyed to the City of Fife by Statutory Warranty Deed recorded under recording Number 200712180244.

Situate in the city of Fife, County of Pierce, State of Washington.

More particularly described as follows:

BEGINNING at the Southwest corner of the above described Parcel being the intersection of the East margin of 59th Avenue Court East as conveyed to the City of Fife by Statutory Warranty Deed recorded under Recording No. 200712180244 and the North margin of Pacific Highway East;  
THENCE North 29°39'34" West, 13.32 feet along said East margin;  
THENCE North 02°37'44" East, 99.46 feet along said East margin to the North line of the above described parcel;  
THENCE South 88°32'09" East, 0.98 feet along said North line;  
THENCE South 00°29'32" East, 72.93 feet to a point of tangency;  
THENCE Southerly along the arc of a curve to the left, having a radius of 48.50 feet, through a central angle of 14°14'33", and an arc length of 12.06 feet;  
THENCE South 45°59'05" East, 38.72 feet to said North line;  
THENCE North 88°19'34" West, 29.03 feet along said North line to the POINT OF BEGINNING.

(Containing 808 Sq. Ft., more or less)

Project Name: 59<sup>th</sup> Avenue Ct. E.  
September 6, 2011  
Revised: September 22, 2011

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15317L.001.doc  
Exhibit: 15317EXH01.dwg

Page 1 of 1



59th AVENUE COURT EAST

TEMPORARY CONSTRUCTION EASEMENT s APN: 0420063080

LEGAL DESCRIPTION

That portion of the following described Parcel:

All that portion of the following described property lying North of Primary State Highway No. 1:

Beginning 100 feet north and 424.6 feet West of the Southeast corner of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North , Range 4 East of the Willamette Meridian; Thence West 316 feet; Thence North 234.8 feet; Thence East 316 feet; Thence South 234.8 feet to the place of beginning.

Except the East 100 feet thereof.

Also except the North 14 feet thereof.

Also except that portion conveyed to the City of Fife by Statutory Warranty Deed recorded under recording Number 200712180244.

Situate in the city of Fife, County of Pierce, State of Washington.

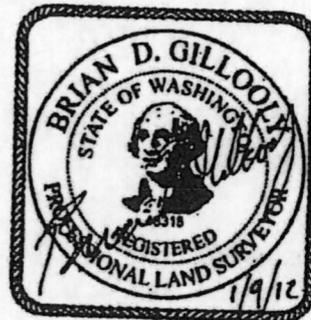
More particularly described as follows:

COMMENCING at the Southwest corner of the above described Parcel being the intersection of the East margin of 59th Avenue Court East as conveyed to the City of Fife by Statutory Warranty Deed recorded under Recording No. 200712180244 and the North margin of Pacific Highway East; THENCE North 29°39'34" West, 13.32 feet along said East margin; THENCE North 02°37'44" East, 99.46 feet along said East margin to the North line of the above described parcel; THENCE South 88°32'09" East, 0.98 feet along said North line to the TRUE POINT OF BEGINNING; THENCE South 00°29'32" East, 72.93 feet to a point of tangency; THENCE Southerly along the arc of a curve to the left, having a radius of 48.50 feet, through a central angle of 14°14'33", and an arc length of 12.06 feet; THENCE South 45°59'05" East, 38.72 feet to said North margin; THENCE South 88°19'34" East, 7.42 feet along said North margin. THENCE North 45°59'05" West, 36.49 feet; THENCE North 00°29'32" West, 76.92 feet; THENCE North 02°37'44" East, 9.42 feet; THENCE North 88°32'09" West, 11.02 feet along said North line to the TRUE POINT OF BEGINNING

(Containing 1,082 Sq. Ft., more or less)

Project Name: 59<sup>th</sup> Avenue Ct. E.  
January 9, 2012

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15317L.002.doc  
Exhibit: 15317EXH02.dwg



59th AVENUE COURT EAST

RIGHT-OF-WAY DEDICATION ~ APN: 0420063088

LEGAL DESCRIPTION

That portion of the following described Parcel:

Commencing at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 4 East of the Willamette Meridian; Thence North 100 feet; Thence West 740.6 feet; Thence North 234.8 feet to the True Point of Beginning of this description; Thence North 336.02 feet, more or less, to the North line of the South half of said Southeast quarter of the Southwest quarter of said Section 6; Thence East 118 feet; Thence South 336.02 feet; Thence West 118 feet to the Point of Beginning.

Also,

The West 118 feet of the following described property:

The North 14 feet of all that portion of the following described property lying North of Primary State Highway No. 1: Beginning 100 feet North and 424.6 feet West of the Southeast corner of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 4 East of the Willamette Meridian; Thence West 316 Feet; thence North 234.8 feet; Thence East 316 feet; Thence South 234.8 feet to the place of Beginning.

Except that portion of said premises conveyed to the City of Fife by Statutory Warranty Deed recorded under recording Number 200712180244.

All parcels situate in the city of Fife, County of Pierce, State of Washington.

More particularly described as follows:

BEGINNING at the Southwest corner of the above described Parcel being on the East margin of 59th Avenue Court East as conveyed to the City of Fife by Statutory Warranty Deed recorded under Recording No. 200712180244;

THENCE North 02°37'44" East, 349.95 feet along said East margin to said North line of the South half of the Southeast quarter of the Southwest quarter;

THENCE South 88°32'09" East, 0.50 feet along said North line to a line parallel with and 0.50 feet East of said East margin;

THENCE South 02°37'44" West, 31.48 feet along said parallel line;

THENCE South 87°22'16" East, 4.50 feet;

THENCE South 02°37'44" West, 5.00 feet;

THENCE North 87°22'16" West, 4.50 feet to said parallel line;

THENCE South 02°37'44" West, 150.00 feet along said parallel line;

THENCE South 87°22'16" East, 4.50 feet;

THENCE South 02°37'44" West, 5.00 feet;

Project Name: 59<sup>th</sup> Avenue Ct. E.

September 6, 2011

Revised: September 22, 2011

BDG

15317L.003.doc

Exhibit: 15317EXH03.dwg

THENCE North 87°22'16" West, 4.50 feet to said parallel line;  
THENCE South 02°37'44" West, 135.00 feet along said parallel line;  
THENCE South 87°22'16" East, 4.50 feet;  
THENCE South 02°37'44" West, 5.00 feet;  
THENCE North 87°22'16" West, 4.50 feet to said parallel line;  
THENCE South 02°37'44" West, 9.61 feet along said parallel line;  
THENCE South 00°29'32" East, 8.87 feet to the South line of the above described property;  
THENCE North 88°32'09" West, 0.98 feet along said South line to the POINT OF BEGINNING.

(Containing 245 Sq. Ft., more or less)



Project Name: 59<sup>th</sup> Avenue Ct. E.  
September 6, 2011  
Revised: September 22, 2011

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15317L.003.doc  
Exhibit: 15317EXH03.dwg

59th AVENUE COURT EAST

TEMPORARY CONSTRUCTION EASEMENT ~ AFN: 0420063088

LEGAL DESCRIPTION

The West 12.00 feet of the following described Parcel:

Commencing at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 4 East of the Willamette Meridian; Thence North 100 feet; Thence West 740.6 feet; Thence North 234.8 feet to the True Point of Beginning of this description; Thence North 336.02 feet, more or less, to the North line of the South half of said Southeast quarter of the Southwest quarter of said Section 6; Thence East 118 feet; Thence South 336.02 feet; Thence West 118 feet to the Point of Beginning.

Also,

The West 118 feet of the following described property:

The North 14 feet of all that portion of the following described property lying North of Primary State Highway No. 1: Beginning 100 feet North and 424.6 feet West of the Southeast corner of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 4 East of the Willamette Meridian; Thence West 316 Feet; thence North 234.8 feet; Thence East 316 feet; Thence South 234.8 feet to the place of Beginning.

Except that portion of said premises conveyed to the City of Fife by Statutory Warranty Deed recorded under recording Number 200712180244.

All parcels situate in the city of Fife, County of Pierce, State of Washington.

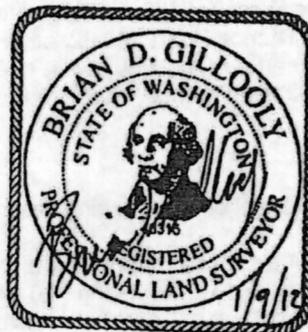
EXCEPT that portion more particularly described as follows:

BEGINNING at the Southwest corner of the above described Parcel being on the East margin of 59th Avenue Court East as conveyed to the City of Fife by Statutory Warranty Deed recorded under Recording No. 200712180244;  
THENCE North 02°37'44" East, 349.95 feet along said East margin to said North line of the South half of the Southeast quarter of the Southwest quarter;  
THENCE South 88°32'09" East, 0.50 feet along said North line to a line parallel with and 0.50 feet East of said East margin;  
THENCE South 02°37'44" West, 31.48 feet along said parallel line;  
THENCE South 87°22'16" East, 4.50 feet;  
THENCE South 02°37'44" West, 5.00 feet;  
THENCE North 87°22'16" West, 4.50 feet to said parallel line;  
THENCE South 02°37'44" West, 150.00 feet along said parallel line;  
THENCE South 87°22'16" East, 4.50 feet;  
THENCE South 02°37'44" West, 5.00 feet;  
THENCE North 87°22'16" West, 4.50 feet to said parallel line;  
THENCE South 02°37'44" West, 135.00 feet along said parallel line;

Project Name: 59<sup>th</sup> Avenue Ct. E.  
January 9, 2012

THENCE South 87°22'16" East, 4.50 feet;  
THENCE South 02°37'44" West, 5.00 feet;  
THENCE North 87°22'16" West, 4.50 feet to said parallel line;  
THENCE South 02°37'44" West, 9.61 feet along said parallel line;  
THENCE South 00°29'32" East, 8.87 feet to the South line of the above described property;  
THENCE North 88°32'09" West, 0.98 feet along said South line to the POINT OF BEGINNING.

(Containing 3,955 Sq. Ft., more or less)



Project Name: 59<sup>th</sup> Avenue Ct. E.  
January 9, 2012

BDG  
15317L.004.doc  
Exhibit: 15317EXH04.dwg

PARCEL NO. 0420063056

RIGHT-OF-WAY

THAT PORTION OF THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER 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; THENCE ON THE EAST LINE OF SAID SUBDIVISION, SOUTH 477.08 FEET TO THE POINT OF BEGINNING; THENCE WEST 108 FEET; THENCE SOUTH 193.62 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE EAST 108 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH ON SAID EAST LINE 193.62 FEET TO THE POINT OF BEGINNING;

LYING WESTERLY 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 699.22 FEET; 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; THENCE NORTH  $00^{\circ}02'16''$  WEST A DISTANCE OF 3.00 FEET; THENCE NORTH  $42^{\circ}50'45''$  WEST A DISTANCE OF 13.36 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 4.95 FEET; THENCE NORTH  $41^{\circ}39'19''$  WEST A DISTANCE OF 1.46 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHEAST FROM WHICH THE RADIUS POINT BEARS NORTH  $59^{\circ}49'38''$  EAST A DISTANCE OF 49.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $32^{\circ}48'17''$  A DISTANCE OF 28.34 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 0.50 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 88.70 FEET; THENCE SOUTH  $87^{\circ}22'05''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 135.00 FEET; THENCE SOUTH  $87^{\circ}22'05''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH  $87^{\circ}22'05''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 31.35 FEET; THENCE SOUTH  $88^{\circ}31'09''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 596.88 FEET; THENCE NORTH  $46^{\circ}59'57''$

EAST A DISTANCE OF 47.82 FEET TO INTERSECT A LINE PARALLEL WITH AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 12<sup>TH</sup> STREET EAST; THENCE SOUTH 88°38'01" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 64.58 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 02°37'55" EAST ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 12<sup>TH</sup> STREET EAST AND THE END OF THIS LINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 BEARS SOUTH 22°56'25" EAST A DISTANCE OF 1440.92 FEET.

PARCEL NO. 0420063056  
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER 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; THENCE ON THE EAST LINE OF SAID SUBDIVISION, SOUTH 477.08 FEET TO THE POINT OF BEGINNING; THENCE WEST 108 FEET; THENCE SOUTH 193.62 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE EAST 108 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH ON SAID EAST LINE 193.62 FEET TO THE POINT OF BEGINNING;

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 699.22 FEET; 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; THENCE NORTH  $00^{\circ}02'16''$  WEST A DISTANCE OF 3.00 FEET; THENCE NORTH  $42^{\circ}50'45''$  WEST A DISTANCE OF 13.36 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 4.95 FEET; THENCE NORTH  $41^{\circ}39'19''$  WEST A DISTANCE OF 1.46 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHEAST FROM WHICH THE RADIUS POINT BEARS NORTH  $59^{\circ}49'38''$  EAST A DISTANCE OF 49.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $32^{\circ}48'17''$  A DISTANCE OF 28.34 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 0.50 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 88.70 FEET; THENCE SOUTH  $87^{\circ}22'05''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 135.00 FEET; THENCE SOUTH  $87^{\circ}22'05''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH  $87^{\circ}22'05''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 5.00 FEET; THENCE NORTH  $87^{\circ}22'05''$  WEST A DISTANCE OF 5.00 FEET; THENCE NORTH  $02^{\circ}37'55''$  EAST A DISTANCE OF 31.35 FEET; THENCE SOUTH  $88^{\circ}31'09''$  EAST A DISTANCE OF 5.00 FEET;

THENCE NORTH 02°37'55" EAST A DISTANCE OF 596.88 FEET; THENCE NORTH 46°59'57" EAST A DISTANCE OF 47.82 FEET TO INTERSECT A LINE PARALLEL WITH AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 12<sup>TH</sup> STREET EAST; THENCE SOUTH 88°38'01" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 64.58 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 02°37'55" EAST ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 12<sup>TH</sup> STREET EAST AND THE END OF THIS LINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 BEARS SOUTH 22°56'25" EAST A DISTANCE OF 1440.92 FEET.

LINE B

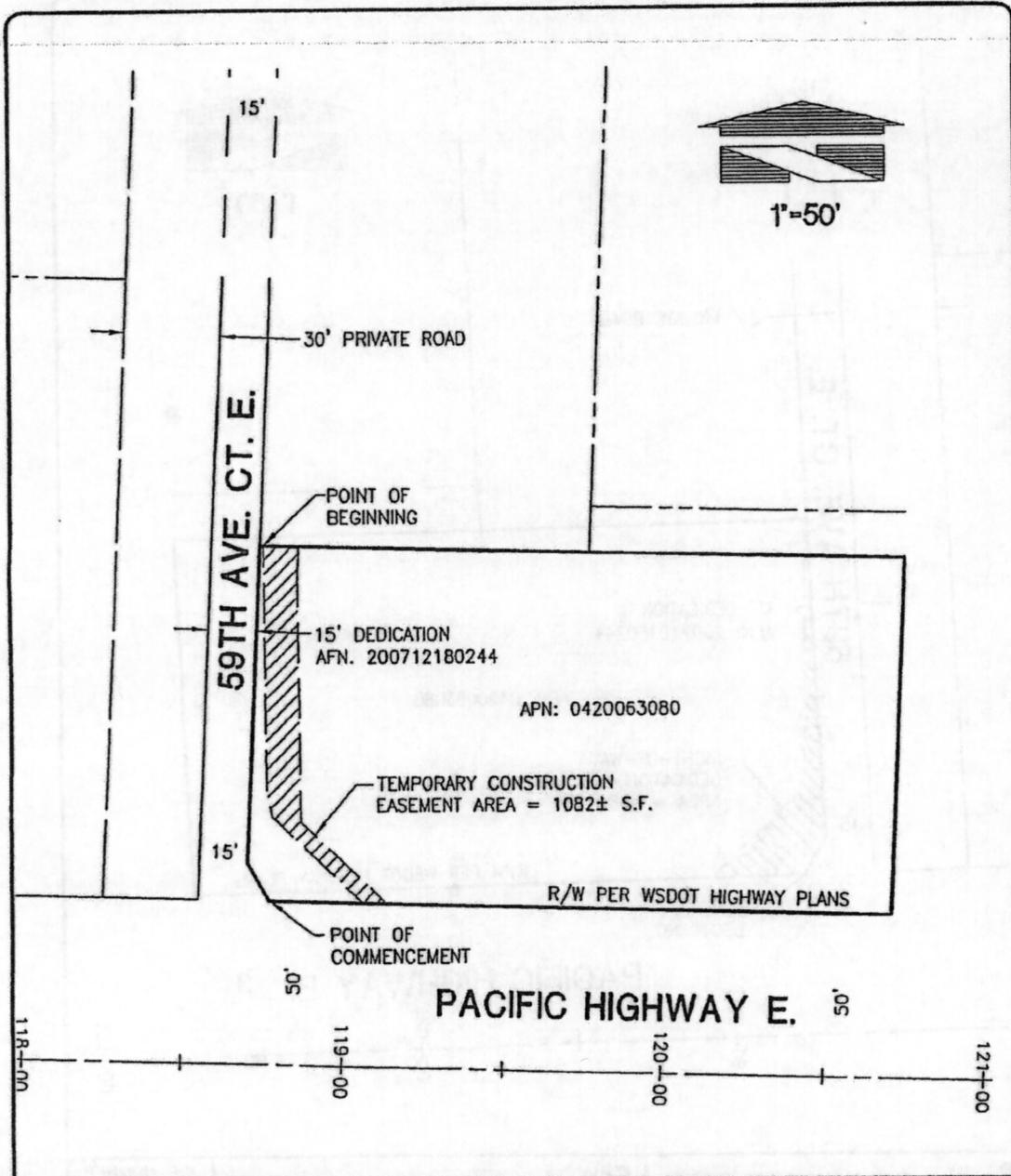
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 02°16'28" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 158.44 FEET TO THE CENTERLINE OF PACIFIC HIGHWAY EAST (SR 99); THENCE NORTH 88°18'46" WEST ALONG SAID CENTERLINE A DISTANCE OF 687.22; 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 12.00 FEET; THENCE NORTH 88°18'46" WEST A DISTANCE OF 9.09 FEET; THENCE NORTH 42°50'45" WEST A DISTANCE OF 8.87 FEET; THENCE NORTH 41°39'19" WEST A DISTANCE OF 3.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 61°47'54" EAST A DISTANCE OF 37.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°05'52" A DISTANCE OF 20.35 FEET; THENCE NORTH 02°33'49" EAST A DISTANCE OF 420.29 FEET; THENCE NORTH 88°31'09" WEST A DISTANCE OF 2.00 FEET; THENCE NORTH 02°37'55" EAST A DISTANCE OF 387.33 FEET; THENCE NORTH 88°31'09" WEST A DISTANCE OF 5.00 FEET TO THE END OF THIS LINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 31°56'36" EAST A DISTANCE OF 1268.69 FEET.

# EXHIBIT " C "

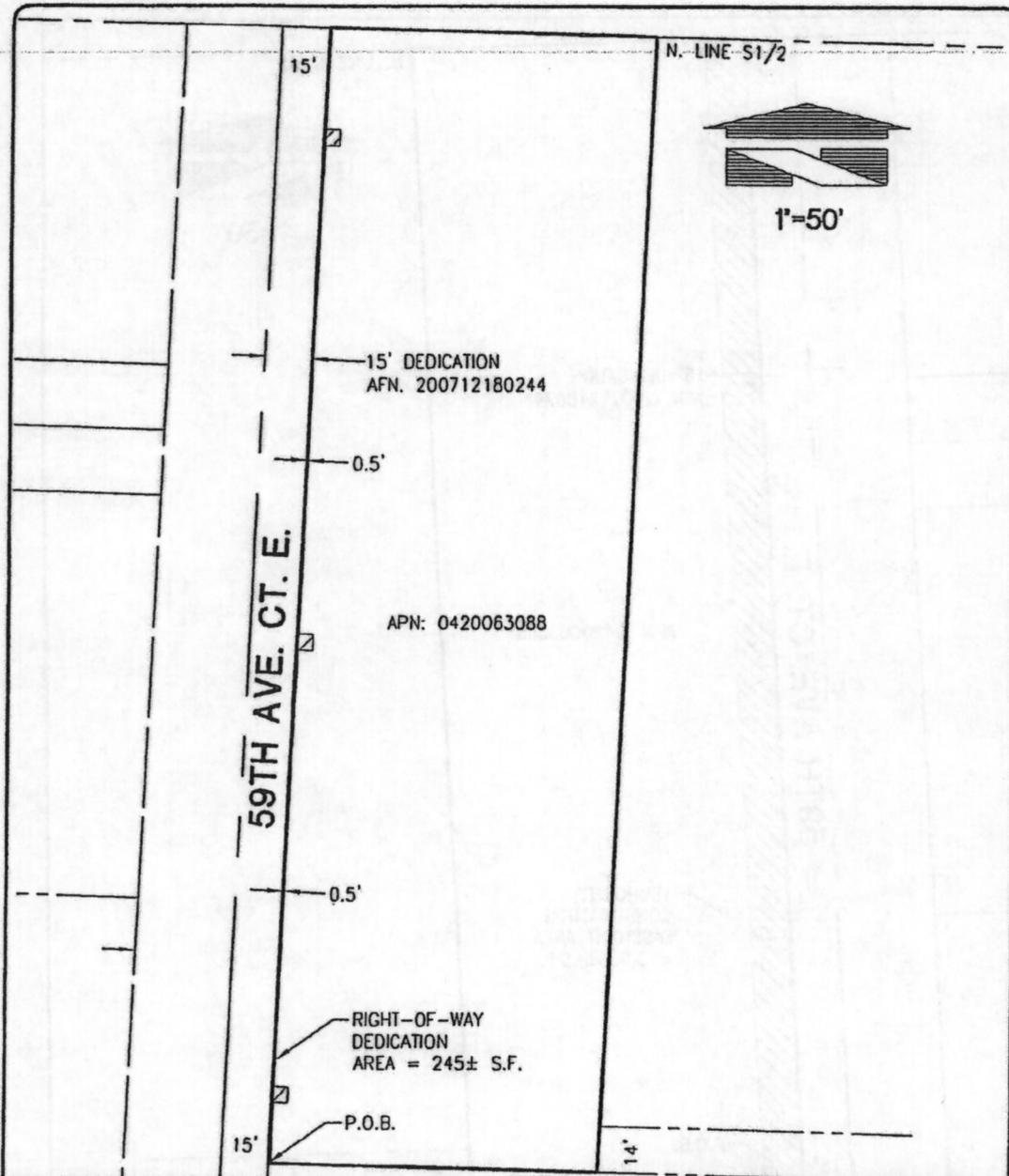
1 of 5



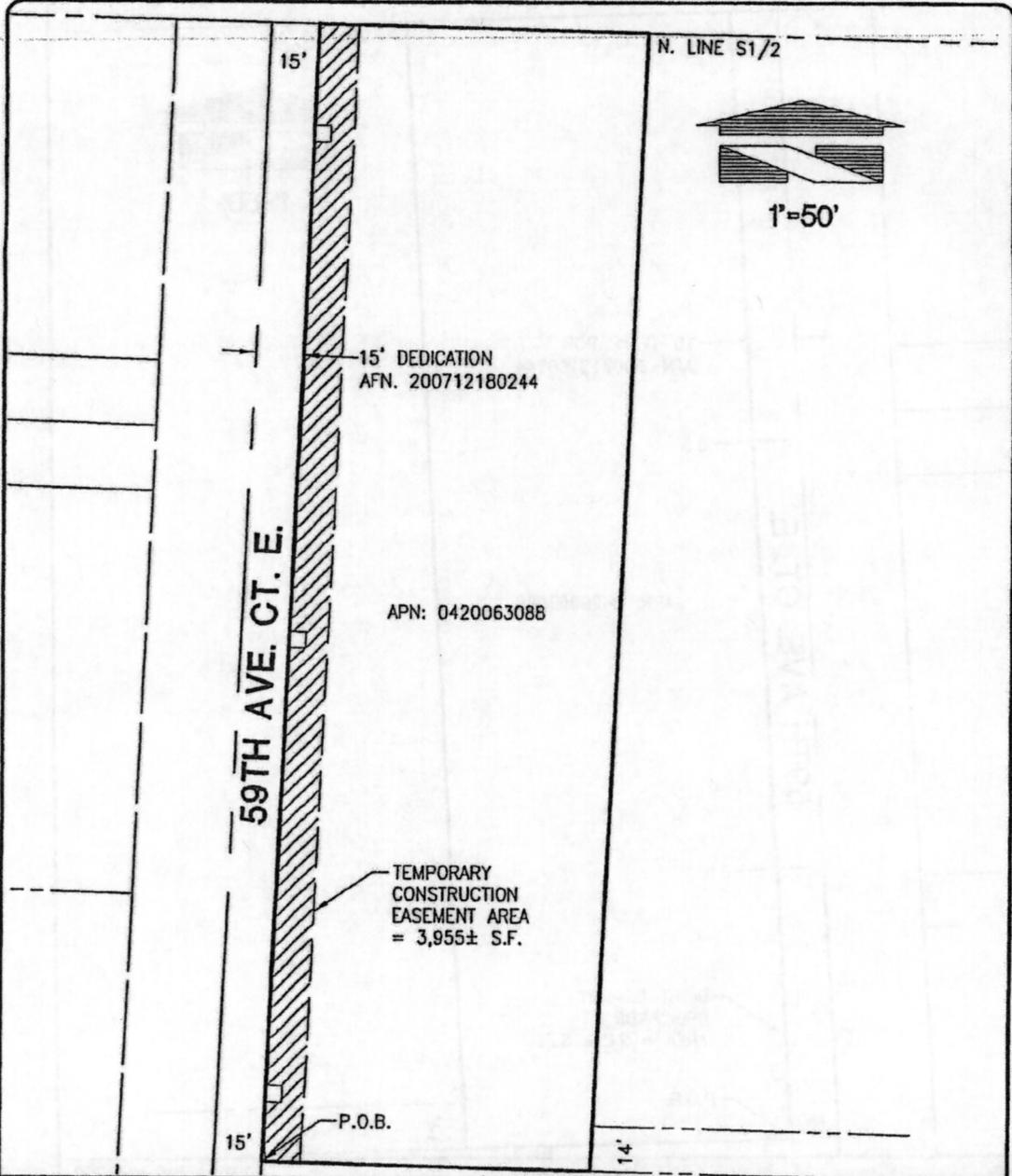
<b>SCALE:</b> HORIZONTAL 1"=50' VERTICAL N/A	<b>For:</b> 59TH AVE CT. E.	<b>JOB NUMBER</b> 15317
	 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	15317L.001.DOC
<b>Title:</b> RIGHT-OF-WAY DEDICATION EXHIBIT		<b>SHEET</b> 1 of 1
DESIGNED _____	DRAWN BDG _____	CHECKED BDG _____
APPROVED BDG _____		DATE 9/21/11



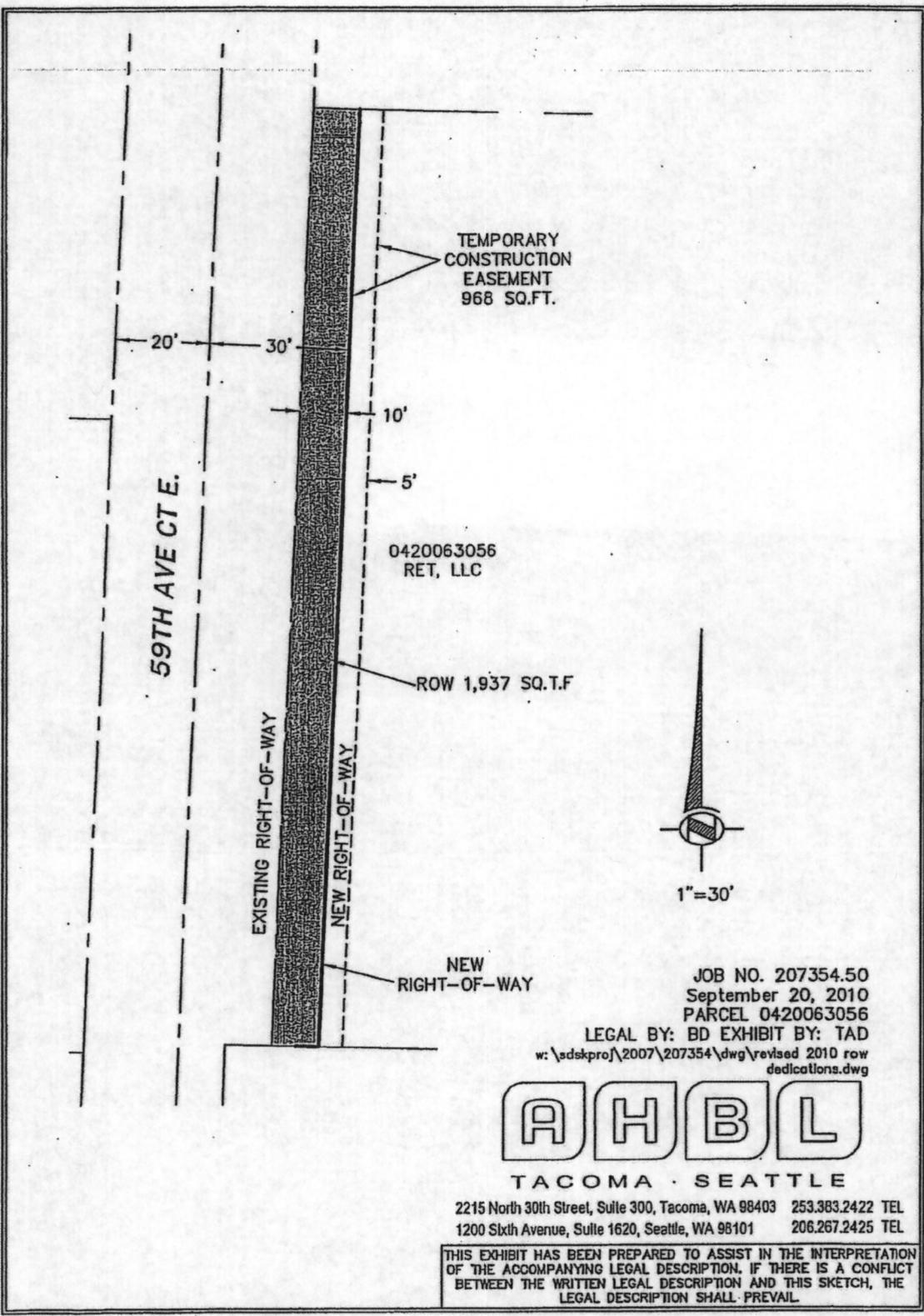
<b>SCALE:</b> HORIZONTAL 1"=50' VERTICAL N/A	<b>For:</b> 59TH AVE CT. E.	<b>JOB NUMBER</b> 15317
	<b>Title:</b> TEMP. CONSTRUCTION EASEMENT EXHIBIT	15317L.002.DOC  <b>SHEET</b> 1 of 1
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425) 251-6222 (425) 251-8782 FAX  CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	DESIGNED _____ DRAWN <u>BDG</u> CHECKED <u>BDG</u> APPROVED <u>BDG</u> DATE <u>1/9/12</u>	



<b>SCALE:</b> HORIZONTAL 1"=50' VERTICAL N/A		<b>For:</b> <b>59TH AVE CT. E.</b>	<b>JOB NUMBER</b> <b>15317</b>
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		<b>Title:</b> <b>RIGHT-OF-WAY          DEDICATION EXHIBIT</b>	15317L.003.DOC <b>SHEET</b> <b>1 of 1</b>
DESIGNED	DRAWN	CHECKED	APPROVED
BDG	BDG	BDG	BDG
DATE			9/22/11



SCALE: HORIZONTAL 1"=50' VERTICAL N/A		For: <b>59TH AVE CT. E.</b>	JOB NUMBER <b>15317</b>
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		Title: <b>TEMP. CONSTRUCTION          EASEMENT EXHIBIT</b>	SHEET <b>1 of 1</b>
		DESIGNED _____ DRAWN <u>BDG</u> CHECKED _____ APPROVED <u>BDG</u> DATE <u>1/9/12</u>	





"EXHIBIT"  
D

## Exhibit "A" to Agreement

<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31 <sup>st</sup> , 2013	90 Bed Days billed at \$59.00 per bed day	\$5,310 + any extra bed days
June 30 <sup>th</sup> , 2013	91 Bed Days billed at \$59.00 per bed day	\$5,369 + any extra bed days
September 30 <sup>th</sup> , 2013	92 Bed Days billed at \$59.00 per bed day	\$5,428 + any extra bed days
December 31 <sup>st</sup> , 2013	92 Bed Days billed at \$59.00 per bed day	\$5,428 + any extra bed days

<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31 <sup>st</sup> , 2014	90 Bed Days billed at \$59.00 per bed day	\$5,310 + any extra bed days
June 30 <sup>th</sup> , 2014	91 Bed Days billed at \$59.00 per bed day	\$5,369 + any extra bed days
September 30 <sup>th</sup> , 2014	92 Bed Days billed at \$59.00 per bed day	\$5,428 + any extra bed days
December 31 <sup>st</sup> , 2014	92 Bed Days billed at \$59.00 per bed day	\$5,428 + any extra bed days

<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31 <sup>st</sup> , 2015	90 Bed Days billed at \$59.00 per bed day	\$5,310 + any extra bed days
June 30 <sup>th</sup> , 2015	91 Bed Days billed at \$59.00 per bed day	\$5,369 + any extra bed days
September 30 <sup>th</sup> , 2015	92 Bed Days billed at \$59.00 per bed day	\$5,428 + any extra bed days
December 31 <sup>st</sup> , 2015	92 Bed Days billed at \$50.00 per bed day	\$5,428+ any extra bed days

All extra bed days shall be billed at the Daily Rate.

*This is where exhibit was changed*

16. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

17. **Invalid Provisions.** Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.

18. **Governing Law.** Except where expressly provided otherwise, the laws and administrative rules of the State of Washington shall govern in any matter relating to a prisoner's confinement pursuant to this Agreement. Jurisdiction and venue shall be in Pierce County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2012.

City of Fife

City of Orting

By: \_\_\_\_\_  
David K. Zabell, City Manager

By: \_\_\_\_\_  
Cheryl Tempe, Mayor

Attest:

Attest:

\_\_\_\_\_  
Carol Etgen, City Clerk

\_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Gregory F. Amann, Assistant City Attorney

\_\_\_\_\_