

RESOLUTION NO. 1652

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIFE, PIERCE COUNTY, WASHINGTON RATIFYING A
BOUNDARY LINE ADJUSTMENT AGREEMENT WITH
WAPATO CREEK CORPORATE PARK, LLC

WHEREAS, the boundary between the City's Brookville Garden's property, Tax Parcel No. 04201185002, and the FedEx property to the east owned by Wapato Creek Corporate Park, LLC ("WCCP"), Tax Parcel No. 0420181702, is irregular and a portion of the WCCP property is located west of WCCP's existing fence; and

WHEREAS, rather than move the fence to the irregular fence line, the parties have negotiated an agreement to adjust the common boundary between their parcels in order to make the boundary more regular and to conform to the existing fence line; and

WHEREAS, the adjustment will result in a net gain of 2629 square feet for the City's parcel, for which the City will pay WCCP \$26,290; now, therefore

BE IT RESOLVED that the City Council hereby ratifies and approves the Boundary Line Agreement with Wapato Creek Corporate Park, LLC attached hereto as Exhibit A and authorizes the City Manager to pay the amounts and perform the actions necessary to complete the boundary line adjustment in accordance with the Agreement.

ADOPTED by the City Council at an open public meeting held on the 24th day of February, 2015.


Tim Curtis, Mayor

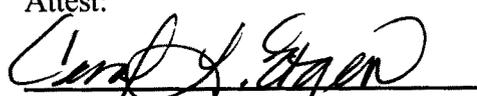
Attest:

Carol Eigen, City Clerk

EXHIBIT
" A "
BOUNDARY LINE ADJUSTMENT AGREEMENT

This Boundary Line Adjustment Agreement ("Agreement"), is dated, for reference purposes only, the ____ day of February, 2015, and is made and entered into by and between City of Fife, a Washington municipal corporation ("City") and Wapato Creek Corporate Park, LLC ("WCCP").

RECITALS

WHEREAS, the City is the owner of the adjacent real property located in the City of Fife, Washington, commonly known as 6512 Valley Avenue East (Tax Parcel No. 0420185002) and legally described in Exhibit "A" attached hereto; and

WHEREAS, WCCP is the owner of the real property located in the City of Fife, Washington, commonly referred to as 3216 70th Avenue East (Tax Parcel No.0420181703) and legally described in Exhibit "B" attached hereto; and

WHEREAS, the boundary between the two parcels is irregular and a portion of WCCP's parcel is located west of WCCP's existing fence; and

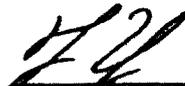
WHEREAS, WCCP and the City desire to adjust the common boundary between their parcels in order to make the boundary more regular and to conform to the existing fence line.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Boundary Line Adjustment.** The City, at its own cost and expense, shall apply for and obtain a boundary line adjustment pursuant to the drawings attached hereto as Exhibit "C" ("BLA"). The parties agree to cooperate and sign the necessary documents to modify the boundary as set forth in the BLA, including Quit Claim Deeds to transfer ownership of the areas identified in Exhibit "C".

2. **Consideration.** The BLA will result in a net loss to WCCP of 2629 square feet of land to the City. As consideration for the conveyance of the 2629 feet of land and execution of the BLA the City shall pay WCCP \$26,290.00 cash, payable at Closing. ("Closing" shall mean the closing of the transaction contemplated by this Agreement as provided in Paragraph 7). There is no earnest money required for this Agreement. Both parties acknowledge that there is legally sufficient consideration for entering into this Agreement. As additional consideration the Parties shall execute and record and Closing the Termination of Easement attached hereto as Exhibit "D."

3. **Legal Description.** The Parties hereby authorize the Closing Agent to insert, attach,



WCCP



THE CITY

or correct the legal description of the Quit Claim Deeds as required to consummate the conveyance thereof.

4. Encumbrances. WCCP shall convey title to property transferred to the City in the BLA free and clear of the deed of trust of Columbia State Bank recorded under Recording No. 200709060534 and any leasehold interest. The City will convey title to the property transferred to WCCP in the BLA free and clear of any monetary encumbrances and leasehold interests.

5. Included Items. This transaction includes any landscaping, improvements and appurtenances, if any, on or in the property conveyed.

6. 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.

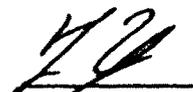
7. Closing. Closing shall occur within 30 days after approval by the City Council, in the office of Old Republic Title & Escrow, University Place, Washington, ("Closing Agent"), or such other place or location as the parties may mutually agree. The City and WCCP will, on demand, deposit in escrow all instructions and moneys necessary to complete the purchase in accordance with this Agreement. Closing shall be deemed to have occurred when the Quit Claim Deeds and boundary line adjustment are recorded and the sale proceeds are available to WCCP.

8. Closing Costs & Pro-Rated Items. The City shall pay the escrow fee, reconveyance fees, any real estate excise tax due on the City to WCCP conveyance, and the recording fees. WCCP shall pay the real estate excise tax due on the WCCP to City conveyance. Any real estate taxes on the WCCP to City conveyance shall be set over to the remaining portion of the WCCP property in accordance with RCW 84.60.070.

9. Possession. Each party shall be entitled to possession of the property conveyed to it by Quit Claim deed hereunder at Closing.

10. Environmental Representations and Warranties. Each Party warrants that it has not caused or permitted the property it is conveying to the other under this Agreement 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.

11. 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 Closing, will not be cancelled, but will instead survive such Closing 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.



WCCP



THE CITY

12. 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.

13. 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.

14. 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.

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

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

17. 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.

WCCP:

Wapato Creek Corporate Park, LLC

By: Tommy Vetsuyc
Print Name: Tommy Vetsuyc
Title: Managing Member

THE CITY:

City of Fife, Washington

By: Subir Mukerjee
Subir Mukerjee, City Manager

APPROVED AS TO FORM:

Gregory F. Amann
Assistant City Attorney

WCCP

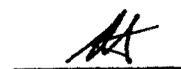
THE CITY

Exhibit A
Legal Description
Tax Parcel No. 0420185002

**LOT 2 OF CITY OF FIFE SHORT PLAT NO. PLT12-0001, RECORDED OCTOBER 3, 2012
UNDER RECORDING NO. 201210035001, RECORDS OF PIERCE COUNTY,
WASHINGTON.**



WCCP



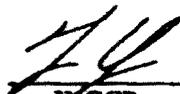
THE CITY

Exhibit B
Legal Description
Tax Parcel No. 0420181703

LOT B, CITY OF FIFE BOUNDARY LINE ADJUSTMENT NO. LLA-0200003, RECORDED UNDER RECORDING NO. 200203225002 AND AS AMENDED BY AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 200203260400, RECORDS OF PIERCE COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF FIFE BY DEED RECORDED UNDER RECORDING NO. 20080703030447 FOR THE WIDENING OF PORTIONS OF 70TH AVENUE EAST AND VALLEY AVENUE EAST;

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


WCCP


THE CITY

PUBLIC WORKS DIRECTOR

DATE OF THE ADJUSTMENT

CITY CLERK - TREASURER

COUNTY ASSESSOR - TREASURER

AUDITOR'S CERTIFICATE

PLAT FOR RECORD THIS DAY OF

IN THE COUNTY OF

SUBJECTS CERTIFICATE

THIS LOT LINE ADJUSTMENT IS NOT A PLAT, REPLAT, OR SUBDIVISION

ORIGINAL TRACT OWNED

DATE OF ORIGINAL TRACT

DATE OF THIS ADJUSTMENT

DATE OF THIS ADJUSTMENT

DATE OF THIS ADJUSTMENT

DATE OF THIS ADJUSTMENT

LLA B - III

CITY OF PEORIA

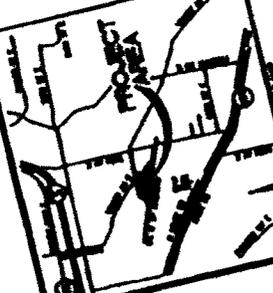
LOT LINE ADJUSTMENT

SECTION 8, T 9 N, R 11 W, COCKERILL, ILLINOIS

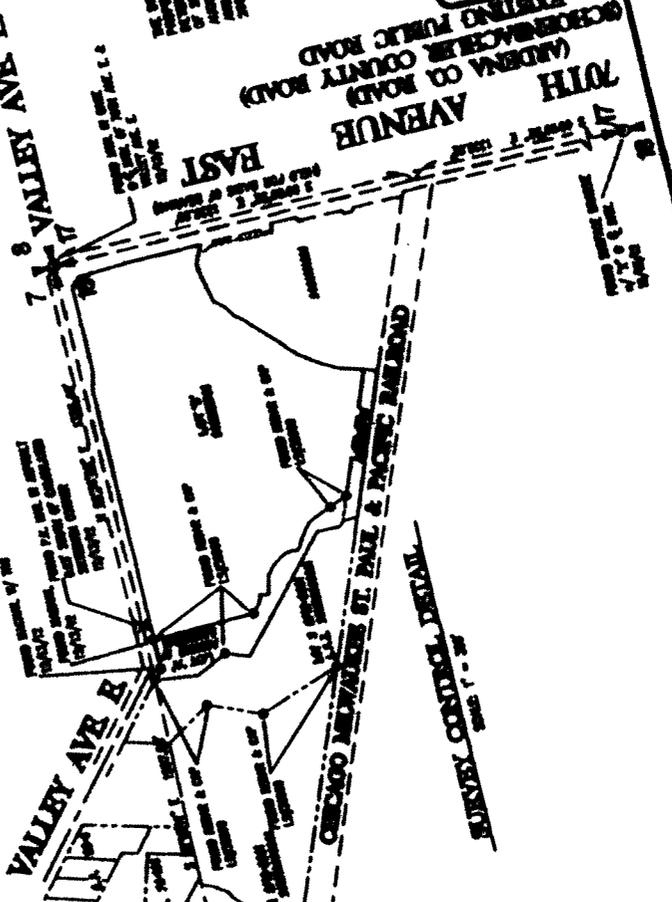
ORIGINAL TRACT NO. 00000000

ADJUSTMENT

EXHIBIT C



ADJACENT INFORMATION



ADJUSTMENT

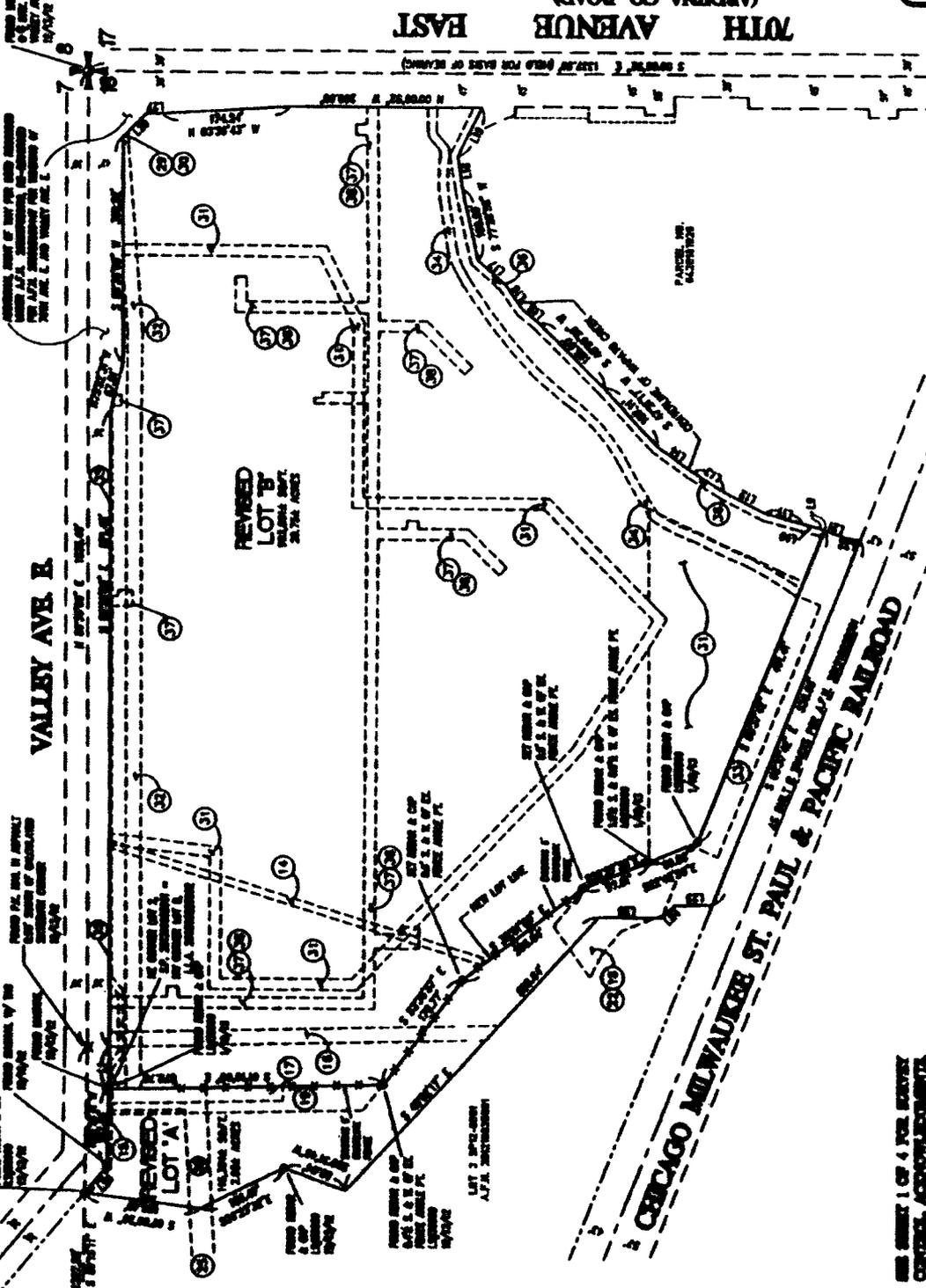
CITY OF FIVE LOT LINE ADJUSTMENT
A PORTION OF THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 29 NORTH, RANGE 4 EAST, W.M.
CITY OF FIVE, PIERCE COUNTY, WASHINGTON

REVISED LOTS



- LEGEND**
- POINT MARKER / BENCH MARK, AS NOTED
 - SET BEARS & CAP, I.S. 20043
 - ⊕ EXHIBIT MARK (SEE SHEET 4 OF 4)
 - ⊕ CALCULATED POINT
 - ⊕ AS NOTED

LINE	BEARING	DISTANCE
1	S 89° 58' 00" W	100.00
2	S 89° 58' 00" W	100.00
3	S 89° 58' 00" W	100.00
4	S 89° 58' 00" W	100.00
5	S 89° 58' 00" W	100.00
6	S 89° 58' 00" W	100.00
7	S 89° 58' 00" W	100.00
8	S 89° 58' 00" W	100.00
9	S 89° 58' 00" W	100.00
10	S 89° 58' 00" W	100.00
11	S 89° 58' 00" W	100.00
12	S 89° 58' 00" W	100.00
13	S 89° 58' 00" W	100.00
14	S 89° 58' 00" W	100.00
15	S 89° 58' 00" W	100.00
16	S 89° 58' 00" W	100.00
17	S 89° 58' 00" W	100.00
18	S 89° 58' 00" W	100.00
19	S 89° 58' 00" W	100.00
20	S 89° 58' 00" W	100.00
21	S 89° 58' 00" W	100.00
22	S 89° 58' 00" W	100.00
23	S 89° 58' 00" W	100.00
24	S 89° 58' 00" W	100.00
25	S 89° 58' 00" W	100.00
26	S 89° 58' 00" W	100.00
27	S 89° 58' 00" W	100.00
28	S 89° 58' 00" W	100.00
29	S 89° 58' 00" W	100.00
30	S 89° 58' 00" W	100.00
31	S 89° 58' 00" W	100.00
32	S 89° 58' 00" W	100.00
33	S 89° 58' 00" W	100.00
34	S 89° 58' 00" W	100.00
35	S 89° 58' 00" W	100.00
36	S 89° 58' 00" W	100.00
37	S 89° 58' 00" W	100.00
38	S 89° 58' 00" W	100.00
39	S 89° 58' 00" W	100.00
40	S 89° 58' 00" W	100.00
41	S 89° 58' 00" W	100.00
42	S 89° 58' 00" W	100.00
43	S 89° 58' 00" W	100.00
44	S 89° 58' 00" W	100.00
45	S 89° 58' 00" W	100.00
46	S 89° 58' 00" W	100.00
47	S 89° 58' 00" W	100.00
48	S 89° 58' 00" W	100.00
49	S 89° 58' 00" W	100.00
50	S 89° 58' 00" W	100.00
51	S 89° 58' 00" W	100.00
52	S 89° 58' 00" W	100.00
53	S 89° 58' 00" W	100.00
54	S 89° 58' 00" W	100.00
55	S 89° 58' 00" W	100.00
56	S 89° 58' 00" W	100.00
57	S 89° 58' 00" W	100.00
58	S 89° 58' 00" W	100.00
59	S 89° 58' 00" W	100.00
60	S 89° 58' 00" W	100.00
61	S 89° 58' 00" W	100.00
62	S 89° 58' 00" W	100.00
63	S 89° 58' 00" W	100.00
64	S 89° 58' 00" W	100.00
65	S 89° 58' 00" W	100.00
66	S 89° 58' 00" W	100.00
67	S 89° 58' 00" W	100.00
68	S 89° 58' 00" W	100.00
69	S 89° 58' 00" W	100.00
70	S 89° 58' 00" W	100.00
71	S 89° 58' 00" W	100.00
72	S 89° 58' 00" W	100.00
73	S 89° 58' 00" W	100.00
74	S 89° 58' 00" W	100.00
75	S 89° 58' 00" W	100.00
76	S 89° 58' 00" W	100.00
77	S 89° 58' 00" W	100.00
78	S 89° 58' 00" W	100.00
79	S 89° 58' 00" W	100.00
80	S 89° 58' 00" W	100.00
81	S 89° 58' 00" W	100.00
82	S 89° 58' 00" W	100.00
83	S 89° 58' 00" W	100.00
84	S 89° 58' 00" W	100.00
85	S 89° 58' 00" W	100.00
86	S 89° 58' 00" W	100.00
87	S 89° 58' 00" W	100.00
88	S 89° 58' 00" W	100.00
89	S 89° 58' 00" W	100.00
90	S 89° 58' 00" W	100.00
91	S 89° 58' 00" W	100.00
92	S 89° 58' 00" W	100.00
93	S 89° 58' 00" W	100.00
94	S 89° 58' 00" W	100.00
95	S 89° 58' 00" W	100.00
96	S 89° 58' 00" W	100.00
97	S 89° 58' 00" W	100.00
98	S 89° 58' 00" W	100.00
99	S 89° 58' 00" W	100.00
100	S 89° 58' 00" W	100.00



PRISM SURVEYING, INC.
P.O. BOX 118700
TACOMA, WA 98411
PHONE: 253-404-4000
FAX: 253-404-4000
WWW.PRISM-SURVEYING.COM

JOB NO. 203-06

SEE SHEET 1 OF 4 FOR CONTINUATION

SEE SHEET 1 OF 4 FOR SURVEY CONTROL ACKNOWLEDGMENTS
SEE SHEET 2 OF 4 FOR EXHIBIT INFORMATION
SEE SHEET 3 OF 4 FOR REVISED LOTS
SEE SHEET 4 OF 4 FOR EXHIBIT INFORMATION
SEE SHEET 4 OF 4 FOR EXHIBIT NOTES

When Recorded Return to:

Mark E. Holcomb
Morton McGoldrick, P.S.
P.O. Box 1533
Tacoma, WA 98401

TERMINATION OF EASEMENT

Reference Number of Related Document: 203749

Grantor: *City of Fife, a Washington municipal corporation, and Wapato Creek Corporate Park, LLC, a Washington limited liability company*

Grantee: *City of Fife, a Washington municipal corporation, and Wapato Creek Corporate Park, LLC, a Washington limited liability company*

Legal Description: *Lot 2 of City of Fife Short Plat No. PLT12-0001, Rec 201210035001;
Ptn Lot B, City of Fife LLA No. LLA 02-00003, Rec 200203225002*

Assessor's Tax Parcel Numbers: 0420185002; 0420181703

WHEREAS, City of Fife, a Washington municipal corporation ("City") is the owner of the real property located in the City of Fife, Washington, commonly known as 6512 Valley Avenue East (Tax Parcel No. 0420185002) and legally described in Exhibit "A" attached hereto; and

WHEREAS, Wapato Creek Corporate Park, LLC, a Washington limited liability company ("WCCP") is the owner of the real property located in the City of Fife, Washington, commonly referred to as 3216 70th Avenue East (Tax Parcel No. 0420181703) and legally described in Exhibit "B" attached hereto; and

WHEREAS, said real property is subject to a reservation for road purposes of a 20 foot strip of land along the West side of the Northeast Quarter of the Northeast Quarter of said Section 18 to connect with the County Road on the North, as disclosed by instrument recorded under Pierce County Auditor Recording No. 203749; and

WHEREAS, the undersigned desire to terminate and release the easement rights and/or reservation of easement granted under said document as provided herein;

NOW, THEREFORE, in consideration of the benefits to be derived by the undersigned, and owners of the real property described in the document recorded under Pierce County Auditor Recording No. 203749, the undersigned hereby terminate said easement rights and/or reservation of easement as a matter of record, and convey and quit claim any interest in said easement to the underlying fee owners of the real property involved.

This termination and release of interest is specific as to the termination of easements rights and/or reservation of easement contained in the document recorded under Pierce County Auditor Recording No. 203749 described herein. In no way should this termination be interpreted to release any other rights.

DATED this ____ day of January, 2015.

WCCP:

Wapato Creek Corporate Park, LLC

By: _____
Print Name: _____
Title: _____

THE CITY:

City of Fife, Washington

By: _____
Subir Mukerjee, City Manager

APPROVED AS TO FORM:

By: _____
Gregory F. Amann
Assistant City Attorney

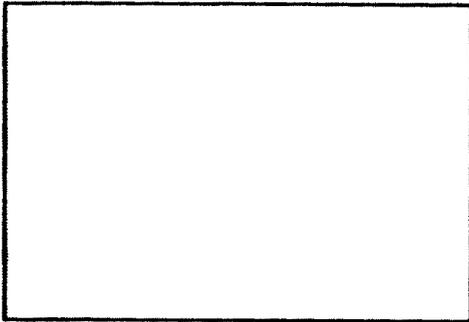
STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ 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 _____ of Wapato Creek Corporate Park, LLC to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.



Notary Seal

(Name)
NOTARY PUBLIC in and for the State of
Washington residing at: _____
My Commission Expires: _____

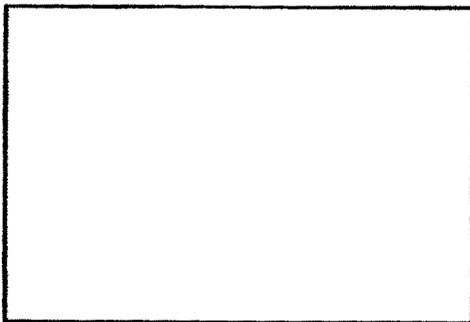
STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Subir Mukerjee 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 City Manager of City of Fife, Washington to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.



Notary Seal

(Name)
NOTARY PUBLIC in and for the State of
Washington residing at: _____
My Commission Expires: _____

Exhibit A
Legal Description
Tax Parcel No. 0420185002

**LOT 2 OF CITY OF FIFE SHORT PLAT NO. PLT12-0001, RECORDED OCTOBER 3, 2012
UNDER RECORDING NO. 201210035001, RECORDS OF PIERCE COUNTY, WASHINGTON.**

Exhibit B
Legal Description
Tax Parcel No. 0420181703

LOT B, CITY OF FIFE BOUNDARY LINE ADJUSTMENT NO. LLA-0200003, RECORDED UNDER RECORDING NO. 200203225002 AND AS AMENDED BY AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 200203260400, RECORDS OF PIERCE COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF FIFE BY DEED RECORDED UNDER RECORDING NO. 20080703030447 FOR THE WIDENING OF PORTIONS OF 70TH AVENUE EAST AND VALLEY AVENUE EAST;

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