

RESOLUTION NO. 1678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE PORT OF TACOMA REGARDING THE PORT OF TACOMA ROAD INTERCHANGE PROJECT

Whereas, the City is moving forward with the Port of Tacoma Interchange Improvement Project, the purpose of which is to improve freight mobility and general traffic flow to and from the Port of Tacoma; and

Whereas, in recognition of the Project's benefits to the Port, the Port wishes to contribute to the cost of construction for the Project; and

Whereas, in 1964, the Port dedicated certain property to Pierce County for Port of Tacoma Road, with a covenant that the property be used forever as a public highway and for no other purposes. ("Use Restriction"); and

Whereas, a portion of the property dedicated (described as Parcel No. 4 in the Dedication Deed) is now within the City of Fife and within the Project boundaries ("Parcel No. 4"); and

Whereas, a portion of Parcel No. 4 has never been used for public roads and is not necessary for the Project or any foreseeable public road purpose ("Surplus Area"); and

Whereas, the City wishes to vacate/convey the Surplus Area to the abutting property owners free and clear of the Use Restriction upon payment to the City of fair market value, and contribute the net proceeds to the Project; and

Whereas, the City has prepared an interlocal agreement with the Port to set forth the terms and conditions to effectuate the Port's monetary contribution to the Project, and the City's conveyance of the Surplus Area to the abutting property owners; now therefore

(This space intentionally left blank)

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute on behalf of the City of Fife, an interlocal agreement with the Port of Tacoma substantially in the form attached hereto as Exhibit A. The City Manager is authorized to make changes to the agreement prior to signing that are consistent with the intent and purpose of the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 8th day of September, 2015.


Tim Curtis, Mayor

Attest:


for Michelle Merlino
Carol Etgen, City Clerk

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FIFE AND THE PORT OF TACOMA REGARDING THE PORT OF
TACOMA INTERCHANGE PROJECT**

1. Date and Parties. This agreement, for reference purposes only, is dated the _____ day of September, 2015, and is entered into between the City of Fife (hereinafter “Fife”) and the Port of Tacoma (hereinafter the “Port”) under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) and the laws governing non-charter code cities and port districts.

2. Recitals.

2.1 The City is moving forward with the Port of Tacoma Interchange Improvement Project. The purpose of the Project is to improve freight mobility and general traffic flow to and from the Port of Tacoma.

2.2 Phase 1 of the Project will add a new I-5 SB exit ramp connecting at a new signalized intersection at Pacific Highway East and 34th Avenue East, and reconstruction of 34th Avenue East, including the addition of sidewalks, curbs, bike lanes, and landscaping. Phase 2 of the Project will extend the new southbound exit ramp to a new southbound onramp to I-5. Phase 3 will consist of construction of a new bridge over I-5, new northbound off and on-ramps, improvements to 20th Street East.

2.3 Phases 1 and 2 as described in paragraph 2.2 may be built simultaneously. The three-phase description is maintained for this document for consistency with the project phasing formally approved by the Washington State Department of Transportation.

2.4 Upon completion of Phase 3, Port of Tacoma Road will be one-way southbound, and portions of Port of Tacoma Road will be designated as a limited access facility controlled by WSDOT.

2.5 In recognition of the Project’s benefits to the Port, the Port wishes to contribute to the cost of construction for the Project.

2.6 In 1964, the Port dedicated certain property to Pierce County for Port of Tacoma Road, with a covenant that the property be used forever as a public highway and for no other purposes. (“Use Restriction”). A copy of the Dedication Deed is attached hereto as Exhibit A.

2.7 A portion of the property dedicated (described as Parcel No. 4 in the Dedication Deed) is now within the City of Fife and within the Project boundaries, and is approximately shown in Exhibit B attached hereto. (“Parcel No. 4”).

2.8 The portion of Parcel No. 4 approximately shown in Exhibit C attached hereto has never been used for public roads and is not necessary for the Project or any foreseeable public road purpose. (“Surplus Area”).

2.9 The City wishes to vacate/convey the Surplus Area to the abutting property owners free and clear of the Use Restriction upon payment to the City of fair market value, and contribute the net proceeds to the Project.

2.10 The purpose of this Agreement is to set forth the terms and conditions to effectuate the Port's monetary contribution to the Project, and the City's conveyance of the Surplus Area to the abutting property owners.

Now, therefore it is hereby agreed by and between the parties hereto as follows:

3. Removal of Restrictive Covenant. Within ten days from execution of this Agreement, the Port shall deliver to the City for recording a Partial Removal of Restrictive Covenant on Parcel No. 4 substantially in the form attached hereto as Exhibit D.

4. Conveyance to Abutting Owners. Upon receipt of the executed Partial Removal of Restrictive Covenant, the City shall commence and expeditiously proceed with the process to convey the Surplus Area to the respective abutting property owners upon payment by the respective owners of fair market value, in accordance with applicable law. All Net Proceeds received by the City for the Surplus Area shall be deposited into the Project account and used only for the project. Net Proceeds shall mean the gross proceeds received by the City for the Surplus Area minus attorneys' fees, surveyor fees, title and escrow fees, and closing costs incurred to effectuate the conveyances. Fair market value shall be determined by appraisal by a WSDOT approved appraiser selected by the City. If an abutting owner obtains a lower appraisal by a WSDOT approved appraiser, the City may negotiate a settlement at its reasonable discretion in accordance with applicable law.

5. Port Contribution. The Port shall budget for and contribute \$1.5 million minus the Net Proceeds to the City for construction of the Project. (The "Contribution"). The Contribution shall be paid by the Port to the City as a reimbursement for actual construction costs of the Project incurred by the City, and shall be paid by the Port within sixty days of receipt of written proof of expenditure by the City.

6. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The City Manager of Fife, or his designee and the Port CEO, or his designee shall be responsible for working with each other administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The parties will cooperatively work together to further the intent and purpose of this Agreement.

7. Indemnification.

7.1 Fife shall defend, indemnify and hold the Port its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, to the extent caused by the negligence or willful misconduct of Fife, its officers, employees, agents or volunteers.

7.2 The Port shall defend, indemnify and hold Fife, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, to the extent caused by the negligence or willful misconduct of Milton, its officers, employees, agents or volunteers.

7.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

7.4 FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

7.5 The provisions of this section shall survive the expiration or termination of this MOU with respect to acts and omissions occurring during the term hereof.

8. Assignment. Neither party may assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. Venue and Attorneys' Fees. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be with the Pierce County Superior Court, Tacoma, Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

10. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City of Fife
Attn: Subir Mukerjee
City Manager
5411 23rd Street East
Fife, WA 98424

Port of Tacoma
Attn:

11. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

12. Signature Authority

12.1 The Fife City Manager was authorized to execute this agreement by Resolution No. ____ adopted by the City Council on the ____ day of _____, 2015, at a regularly scheduled Council meeting.

12.2 The Port CEO was authorized to execute this agreement by Resolution No. ____ adopted by the Port Commission on the ____ day of _____, 2015, at a regularly scheduled Commission meeting.

13. No Third-Party Beneficiaries. This Agreement is executed for the sole and exclusive benefit of the signatory parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

14. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

CITY OF FIFE

PORT OF TACOMA

By: _____
Subir Mukerjee
City Manager

By: _____
John Wolfe
CEO

Approved as to form:

Approved as to form:

Gregory F. Amann
Assistant City Attorney

Port Attorney

EXHIBIT A

DEDICATION DEED

THE GRANTOR, PORT OF TACOMA, a duly organized PORT DISTRICT OF PIERCE COUNTY, WASHINGTON, for and in consideration of ONE DOLLAR and other good and valuable considerations in hand paid does hereby grant, bargain, sell, convey and dedicate to Pierce County, Washington, for use of the public as a county road, the following described real estate, situated in the County of Pierce, State of Washington, to-wit:

PARCEL NO. 1 - City Limits to Marshall Avenue

Commencing at the southeast corner of the southwest quarter of Section 35, Township 21 North, Range 3 East of the Willamette Meridian; thence N 89° 29' 39" W along the south line of said section, said line also being the corporate limits of the City of Tacoma, a distance of 52.49 feet to a point on the northeasterly right of way line of Port of Tacoma Road to the true point of beginning of this description; thence continuing N 89° 29' 39" W along said line a distance of 165.97 feet to a point on the southwesterly right of way line of Port of Tacoma Road; thence on an angle to the left of 137° 45' 57", S 47° 15' 36" E along the Port of Tacoma Road R/W line a distance of 867.29 feet to the P.C. of a curve to the right with a radius on the right of way line of 904.93 feet; thence along the arc of said curve to the right a distance of 757.52 feet; thence S 0° 42' 09" W along the Port of Tacoma Road right of way line a distance of 83.33 feet to a point; thence on an angle to the right of 44° 25' 38", S 45° 17' 47" W a distance of 71.20 feet to a point on the northerly right of way line of Marshall Avenue; thence on an angle to the left of 45° 24' 23", S 00° 06' 36" W a distance of 30.0 feet to a point on the south line of the Northwest Quarter of the Northeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of 90° 00' 00", N 89° 53' 24" E along said south line to a point on the Port of Tacoma Road right of way line projected southerly of the northerly right of way line of Marshall Avenue, said point being S 89° 53' 24" W a distance of 465.04 feet from the Southeast corner of the Northwest Quarter of the Northeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of 89° 11' 15", N 00° 42' 09" E a distance of 30.0 feet to a point on the northerly right of way line of Marshall Avenue; thence continuing N 00° 42' 09" E along the right of way line of the Port of Tacoma Road a distance of 135.58 feet to the P.C. of a curve to the right having a radius on the right of way line of 1024.33 feet; thence along the arc of said curve a distance of 851.33 feet; thence N 47° 15' 36" W along the Port of Tacoma Road right of way line a distance of 729.60 feet to the true point of beginning of this description.

EXCEPT that part of Marshall Avenue

[Handwritten signatures and stamps, including "ACCEPTED" and "RECORDED" with dates and times]

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Margaret Advertiser

9-9-64

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The following parts of Parcel One of the Port of Tacoma Road right of way to be reserved for the location of power lines, watermains, gas mains, railroad tracks, storm mains and other utilities that may be necessary:

A strip of land 28.0 feet in width along the westerly side of the right of way, more particularly described as follows: Commencing at the southeast corner of the Southwest Quarter of Section 35, Township 21 North, Range 3 East, Willamette Meridian; thence N 89° 29' 39" W along the South line of said section a distance of 196.80 feet to the true point of beginning; thence continuing N 89° 29' 39" W along said line a distance of 41.66 feet to a point on the Port of Tacoma Road right of way line; thence on an angle to the left of 137° 45' 57", S 47° 15' 36" E along said right of way a distance of 867.29 feet to the P.C. of a curve to the right having a radius on the right of way line of 904.93 feet; thence along the arc of said curve a distance of 757.52 feet; thence continuing along the said right of way line S 00° 42' 09" W a distance of 138.33 feet to a point on the north line of Marshall Avenue; thence on an angle to the left of 90° 48' 45", N 89° 53' 24" E along the Marshall Avenue right of way line a distance of 28.0 feet; thence on an angle to the left of 89° 11' 15", N 00° 42' 09" E a distance of 137.93 feet to the P.C. of a curve to the left having a radius of 939.93 feet; thence along the arc of said curve a distance of 780.96 feet; thence N 47° 15' 36" W a distance of 841.39 feet to the true point of beginning.

Also, a strip of land 45.0 feet in width along the easterly side of the right of way, more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 35, Township 21 North, Range 3 East, of the Willamette Meridian; thence N 89° 29' 39" W along the south line of said section a distance of 52.49 feet to a point on the easterly right of way line of Port of Tacoma Road and the true point of beginning; thence continuing N 89° 29' 39" W along said line a distance of 66.95 feet to a point; thence on an angle to the left of 137° 45' 57", S 47° 15' 36" E a distance of 779.17 feet to the P.C. of a curve to the right having a radius of 984.93 feet; thence along the arc of said curve a distance of 824.49 feet; thence S 0° 42' 09" W a distance of 137.22 feet to a point on the northerly right of way line of Marshall Avenue; thence on an angle to the left of 90° 48' 45", N 89° 53' 24" E along the said right of way line a distance of 45.0 feet to the Port of Tacoma Road right of way line; thence on an angle to the left of 89° 11' 15", N 0° 42' 09" E along the said right of way line a distance of 136.58 feet to the P.C. of a curve to the left having a radius of 1029.93 feet; thence along the arc of said curve a distance of 851.79 feet; thence N 47° 15' 36" W along the Port of Tacoma Road right of way line a distance of 729.60 feet to the true point of beginning.

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(Deed - 2)

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Parcel No. 2 - Marshall Avenue to Ward Street

(From the North line of the Southwest Quarter of the Northeast Quarter, Section 2 to the South line of the Northwest Quarter of the Southeast Quarter of Section 2, Township 20 North, Range 3 East, Willamette Meridian).

Commencing at the Northeast Corner of the Southwest Quarter of the Northeast Quarter of Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence N 89° 53' 24" W along the north line of said subdivision a distance of 465.04 feet to a point on the easterly right of way line of the Port of Tacoma Road extended southerly of the north right of way line of Marshall Avenue, and the true point of beginning of this description; thence continuing N 89° 53' 24" W along said line a distance of 175.0 feet to a point; thence on an angle to the left of 89° 11' 15", S 00° 42' 09" W a distance of 30.0 feet to a point on the southerly right of way line of Marshall Avenue; thence on an angle to the left of 44° 35' 30", S 43° 53' 29" E along the Port of Tacoma Road right of way line a distance of 71.20 feet; thence on an angle to the right of 45° 24' 22", S 00° 42' 09" W along the Port of Tacoma Road right of way line a distance of 2580.38 feet to a point on the south line of the Northwest Quarter of the Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of 90° 18' 58", S 89° 36' 49" E along the said line a distance of 125.0 feet to a point on the easterly right of way line of Port of Tacoma Road projected southerly of the Ward Street right of way line; said point being N 89° 36' 49" W a distance of 466.09 feet from the Southeast Corner, Northwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of 89° 41' 02", N 00° 42' 09" E a distance of 30.0 feet to a point on the northerly right of way line of Ward Street; thence continuing N 00° 42' 09" E along the Port of Tacoma Road right of way line a distance of 1294.07 feet to a point on the south line of the Southwest Quarter, Northeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian, said point being N 89° 21' 16" W a distance of 443.11 feet from the Southeast corner thereof; thence continuing N 00° 42' 09" E along the Port of Tacoma Road right of way line a distance of 1339.26 feet to the true point of beginning.

EXCEPT that part of Marshall Avenue and Ward Street contained herein.

The following parts of Parcel Two of the Port of Tacoma Road Right of way to be reserved for the location of power lines, watermains, gas mains, railroad tracks, storm mains, and other utilities that may be necessary.

A strip of land 23.0 feet in width along the westerly side of the right of way, more particularly described as follows: Commencing at the Northeast Corner of the Southwest Quarter, Northeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence N 89° 53' 24" W along the north line of said subdivision a distance of 590.04 feet to a point; thence on an angle to the left of 89° 11' 15", S 0° 42' 09" W a distance of 30.0 feet to a point on the southerly right of way line of Marshall Avenue and the true point of beginning; thence continuing S 00° 42' 09" W along the Port of Tacoma Road right of way line a distance of 2630.88 feet to a point on the south line of the Northwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian;

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thence on an angle to the left of $90^{\circ} 18' 56''$, S $69^{\circ} 31' 09''$ E, along the said line a distance of 23.0 feet to a point; thence on an angle to the left of $89^{\circ} 41' 02''$, N $00^{\circ} 42' 09''$ E a distance of 2631.43 to a point on the south right of way line of Marshall Avenue; thence on an angle to the left of $90^{\circ} 48' 45''$, N $89^{\circ} 53' 24''$ W along the said right of way line a distance of 28.0 feet to the true point of beginning, EXCEPT that part of Ward Street contained herein.

Also a strip of land 45.0 feet in width along the easterly side of the right of way, more particularly described as follows: Commencing at the Northeast Corner of the Southwest Quarter, Northeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence N $89^{\circ} 53' 24''$ W along the north line of said subdivision a distance of 465.04 feet to a point; thence on an angle to the left of $89^{\circ} 11' 15''$, S $00^{\circ} 42' 09''$ W a distance of 30.0 feet to a point on the southerly right of way line of Marshall Avenue and the true point of beginning; thence on an angle to the right of $89^{\circ} 11' 15''$, N $89^{\circ} 53' 24''$ W along the said right of way line a distance of 45.0 feet; thence on an angle to the left of $89^{\circ} 11' 15''$, S $00^{\circ} 42' 09''$ W a distance of 2632.44 feet to a point on the south line of the Northwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of $90^{\circ} 18' 56''$, S $89^{\circ} 36' 49''$ E along the said line a distance of 45.0 feet; thence on an angle to the left of $89^{\circ} 41' 02''$, N $00^{\circ} 42' 09''$ E a distance of 2633.33 feet to the true point of beginning. EXCEPT that part of Ward Street contained herein.

Road

PARCEL NO. 3 Port of Tacoma/Right of Way in the Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian.

Commencing at the Northwest corner, Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence easterly along the north line of said subdivision a distance of 73.18 feet to the true point of beginning; thence on an angle to the right of $90^{\circ} 14' 22''$, S $00^{\circ} 42' 09''$ W a distance of 670.20 feet along the Port of Tacoma Road right of way to a point on the south line of said subdivision, said point being a distance of 74.56 feet from the southwest corner thereof; thence on an angle to the left of $90^{\circ} 11' 30''$ easterly along the said south line a distance of 125.0 feet to a point; thence on an angle to the left of $89^{\circ} 48' 30''$, N $00^{\circ} 42' 09''$ a distance of 670.20 feet along the Port of Tacoma Road right of way line to a point on the north line of the Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of $90^{\circ} 14' 22''$ westerly along the said north line a distance of 125.0 feet to the true point of beginning.

EXCEPT that part of Ward Street contained herein.

The following parts of Parcel 3 of the Port of Tacoma Road right of way to be reserved for the location of power lines, water mains, gas mains, railroad tracks, storm mains or other utilities that may be necessary.

A strip of land 28.0 feet in width along the westerly side of the right of way, more particularly described as follows: Commencing at the Northwest Corner, Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence easterly along the north line of said subdivision a distance of 73.18 feet to the true point of beginning; thence on an

angle to the right of $90^{\circ} 14' 22''$, S $00^{\circ} 42' 09''$ W a distance of 670.20 feet along the Port of Tacoma Road right of way line to a point on the south line of said subdivision; thence on an angle to the left of $90^{\circ} 11' 30''$ easterly along the said south line a distance of 23.0 feet to a point; thence on an angle to the left of $89^{\circ} 48' 30''$, N $00^{\circ} 42' 09''$ E a distance of 670.20 feet to a point on the north line of the Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of $90^{\circ} 14' 22''$ westerly along the said north line a distance of 23.0 feet to the true point of beginning. EXCEPT that part of Ward Street included herein.

Also, a strip of land 45.0 feet in width along the east side of the right of way, more particularly described as follows: Commencing at the Northwest Corner, Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence easterly along the north line of said subdivision a distance of 163.70 feet to the true point of beginning; thence on an angle to the right of $90^{\circ} 14' 22''$, S $00^{\circ} 42' 09''$ W a distance of 670.20 feet to a point on the south line of said subdivision; thence on an angle to the left of $90^{\circ} 11' 30''$ easterly along the said north line a distance of 45.0 feet to a point on the Port of Tacoma Road right of way line; thence on an angle to the left of $89^{\circ} 48' 30''$, N $00^{\circ} 42' 09''$ E along the said right of way line a distance of 670.20 feet to a point on the north line of the Northeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence on an angle to the left of $90^{\circ} 11' 30''$ westerly along the said north line a distance of 45.0 feet to the true point of beginning. EXCEPT that part of Ward Street contained herein.

Parcel No. 4 - In Puyallup Waterway Factory Sites Addition

Commencing at the Northwest Corner, Southeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence easterly along the north line of the said Southeast Quarter, Southwest Quarter, Southeast Quarter, said line also being the north line of the Puyallup Waterway Factory Sites Addition to Pierce County, Washington, as recorded on Page 117, Volume 9 of Record of Plans at Pierce County Auditor's Office, to a point on the north line of Lot 10, Block 3 of said addition, said point being 32.50 feet westerly of the northeast corner thereof and the true point of beginning of this description; thence southerly parallel to the east line of said Block 3, a distance of 37.07 feet to a point in Lot 11 of said Block, said point being westerly 32.50 feet and northerly 15.0 feet from the southeast corner of said Lot 11; thence southwesterly to a point on the south line of Lot 15, Block 8, of said Addition, said point being 5.0 feet easterly of the southwest corner thereof; thence southerly parallel to the east line of said Block 8 to a point on the north right of way line of U. S. Highway 99 as now located; thence easterly along said right of way line to a point in Lot 10, Block 9 of said addition, said point being 5.0 feet from the east line of said Lot 10; thence northerly parallel to the east line of said Block 9 to a point on the south line of Lot 6, Block 9 of said addition, said point being 5.0 feet westerly of the southeast corner thereof; thence northwesterly to a point on a line 32.50 feet easterly of and parallel to the west line of Block 4 of said addition, said point being 32.50 feet easterly and 35.0 feet northerly of the southwest corner of Lot 2 of said Block 4; thence

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northerly parallel to the west line of said Block 4 a distance of 37.65 feet to a point on the north line of said Pullup Waterway Factory Sites Addition, said line also being the north line of the Southeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence westerly along said line a distance of 125.0 feet to the true point of beginning, EXCEPT Homer Street.

Reserving to the grantor easements for railroad, drainage, water, electricity, gas and all other lawful utility purposes, the same to be exercised in such manner as not to interfere unreasonably with the use of the land for highway purposes.

The real estate above described is hereby dedicated to the public use forever as a public highway, known and to be known as PORT OF TACOMA ROAD. Pierce County, Washington, by accepting this dedication, obligates itself to forever preserve and use the property herein dedicated for the purpose above set forth, and for no other purpose.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 17th day of June, 1964.

PORT OF TACOMA

By

J. J. [Signature]
Its PRESIDENT

By

A. E. O. Blair
Its Secretary

9-9-64

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STATE OF WASHINGTON,)
(ss.
COUNTY OF PIERCE.)

On this 17th day of June, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MAURICE RAYMOND and

A. E. BLAIR to me known to be the President and Secretary

respectively, of Port of Tacoma, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

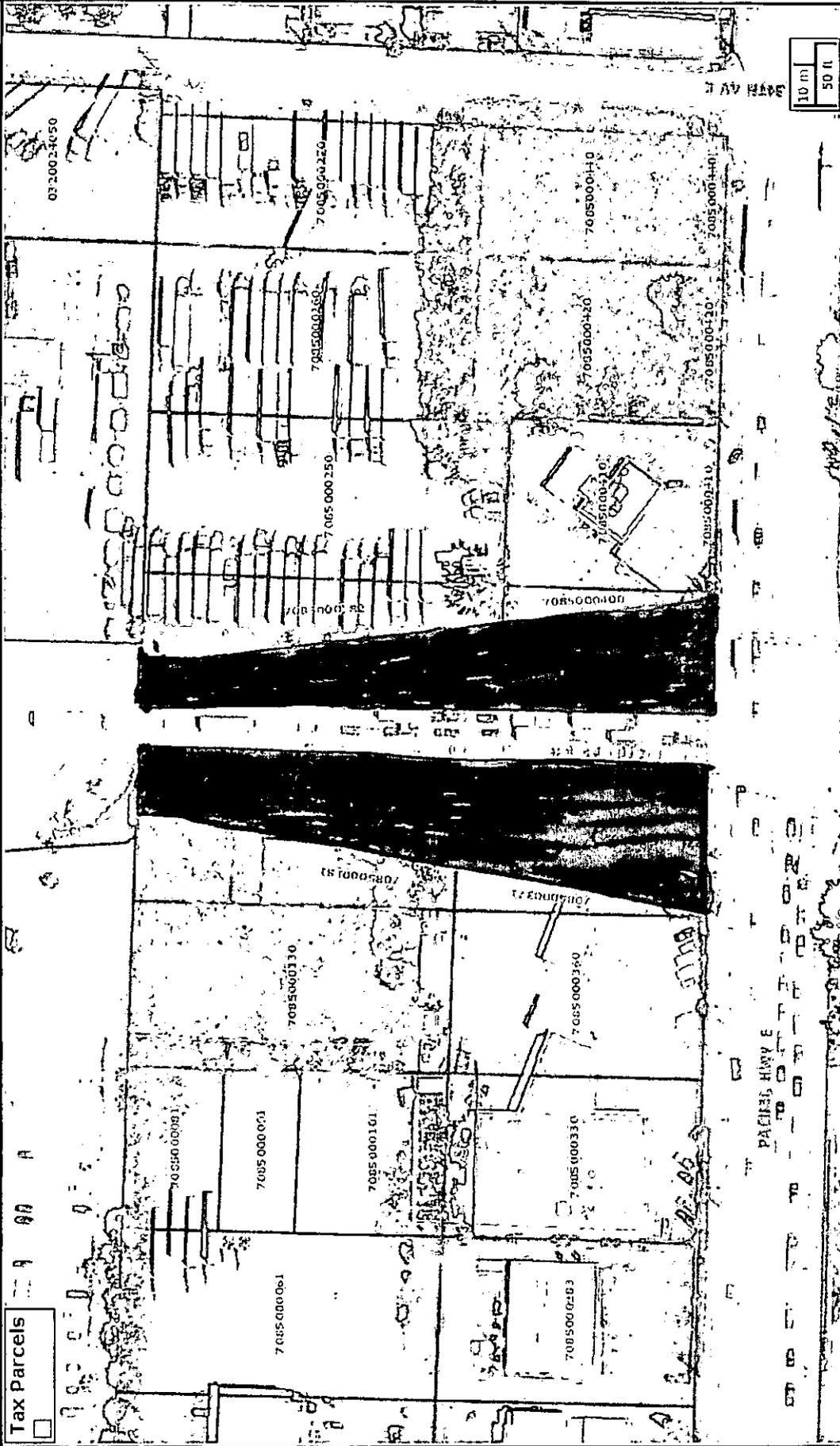
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

John W. Alexander
Notary Public in and for the State of Washington, residing at Tacoma.

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EXHIBIT "B"

Dedication Deed Parcel No. 4



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose. 2015/09/01

EXHIBIT D

After Recording Please Return To:

Public Works Director
City of Fife
5411 23rd Street East
Fife, WA 98424

PARTIAL REMOVAL OF RESTRICTIVE COVENANT

Grantor: Port of Tacoma, a duly organized Port District of Pierce County, Washington

Grantee: City of Fife, a municipal corporation

Abbreviated Legal Description: Ptn SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 2, Township 20 North, Range 3 East, W.M. Complete legal description is attached as Exhibit A.

Tax Parcel No.: No parcel number—Street Right of Way

Reference: Amends 2070363.

On June 17, 1964, the Port of Tacoma executed a Dedication Deed to Pierce County, conveying certain property described therein to Pierce County for uses of the public as a county road. (the "Dedication Deed"). The Dedication Deed was recorded September 9, 1964 under Pierce County Auditor's File No. 2070363. City of Fife is the successor in interest to Pierce County. The Dedication Deed contains the following restrictive covenant:

The real estate above described is hereby dedicated to the public use forever as a public highway, known as Port of Tacoma Road. Pierce County, Washington, by accepting this dedication obligates itself to forever preserve and use the property herein dedicated for the purpose above set forth, and for no other purpose.

(the "Restrictive Covenant"). The property described in Exhibit A attached hereto, is a portion of the property conveyed in the Dedication Deed and identified in the Dedication Deed as Parcel No. 4. Port of Tacoma desires to remove the Restrictive Covenant as to Parcel No. 4 in order to allow the City of Fife, it's successors or assigns, to put the property described in Exhibit A to any public or private use allowed by law, and convey it free of any use restrictions in the Dedication Deed.

THEREFORE, the Restrictive Covenant is hereby removed from the property legally described in Exhibit A attached hereto. The property legally described in Exhibit A attached hereto may be used for any purpose allowed by law.

DATED this _____ day of _____, 2015

PORT OF TACOMA

By: _____

Title: _____

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 Port of Tacoma 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 "

2070363

Parcel No. 4 - In Puyallup Waterway Factory Sites Addition

Commencing at the Northwest Corner, Southeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence easterly along the north line of the said Southeast Quarter, Southwest Quarter, Southeast Quarter, said line also being the north line of the Puyallup Waterway Factory Sites Addition to Pierce County, Washington, as recorded on Page 117, Volume 9 of Record of Plats at Pierce County Auditor's Office, to a point on the north line of Lot 10, Block 3 of said addition, said point being 32.50 feet westerly of the northeast corner thereof and the true point of beginning of this description; thence southerly parallel to the east line of said Block 3, a distance of 37.07 feet to a point in Lot 11 of said Block, said point being westerly 32.50 feet and northerly 15.0 feet from the southeast corner of said Lot 11, thence southwesterly to a point on the south line of Lot 15, Block 8, of said Addition, said point being 5.0 feet easterly of the southwest corner thereof; thence southerly parallel to the east line of said Block 8 to a point on the north right of way line of U. S. Highway 99 as now located; thence easterly along said right of way line to a point in Lot 10, Block 9 of said addition, said point being 5.0 feet from the east line of said Lot 10; thence northerly parallel to the east line of said Block 9 to a point on the south line of Lot 6, Block 9 of said addition, said point being 5.0 feet westerly of the southeast corner thereof; thence northwesterly to a point on a line 32.50 feet easterly of and parallel to the west line of Block 4 of said addition, said point being 32.50 feet easterly and 15.0 feet northerly of the southwest corner of Lot 2 of said Block 4; thence

northerly parallel to the west line of said Block 4 a distance of 37.45 feet to a point on the north line of said Puyallup Waterway Factory Sites Addition, said line also being the north line of the Southeast Quarter, Southwest Quarter, Southeast Quarter, Section 2, Township 20 North, Range 3 East, Willamette Meridian; thence westerly along said line a distance of 125.0 feet to the true point of beginning, EXCEPT Homer Street.