



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, August 18, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion - Development Review

B. Discussion - 36th & Meridian Park Naming

C. Resolution – North Edgewood Apartments Sewer Easement

D. Resolution - Chrisella Property Purchase Agreement

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Development Review	Agenda Item #: 2.A
	For Agenda of: 8/18/2020
	Prepared by: Emily Arteche
Attachments (list): 1. 2020 July Permit Inspection Tally 2. PDF Pending Projects with Chart 3. August 2020 Land Division report	
Approval of Materials: Emily Arteche Rachel Pitzel 8/13/2020 Dave Gray 8/13/2020 Daryl Eidinger 8/13/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 08/18/2020 SS Discussion

Summary Statement:

Emily Arteche will be presenting the Development Review this month.

Item History:

Monthly update

Recommended Action:

Presentation Only

Fiscal Note/Consideration:

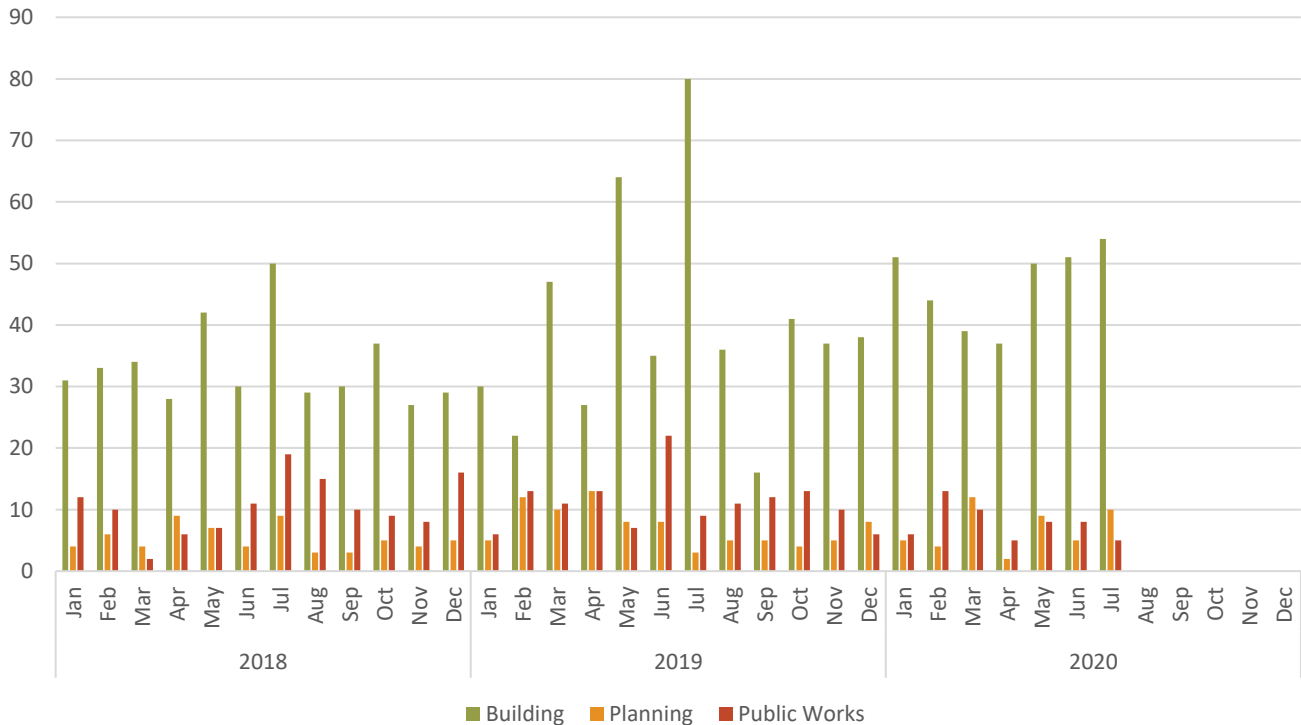
N/A

Jul 2020

City of Edgewood Monthly Development Report



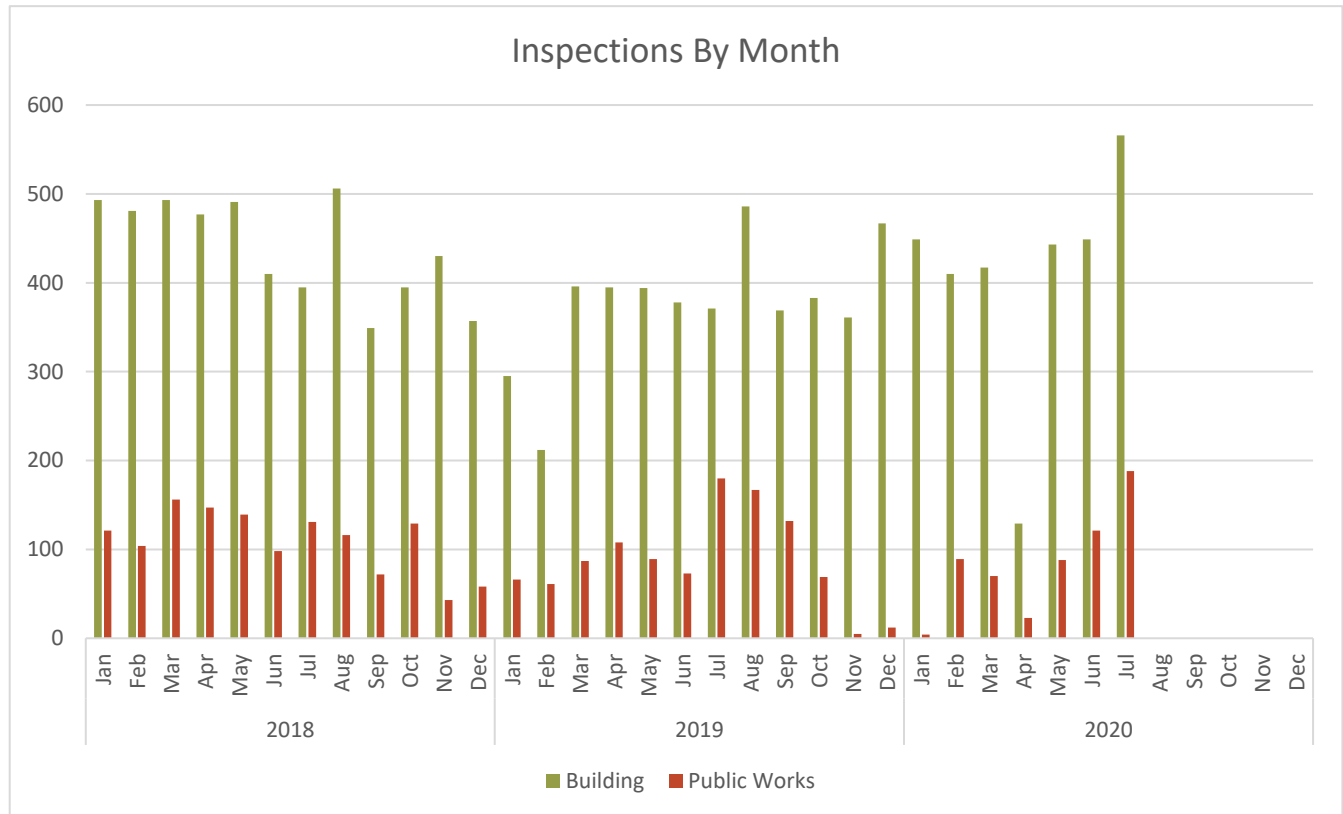
Permits Received by Month



Permits	Building		Planning		Public Works	
	Received	Issued	Received	Issued	Received	Issued
Jul 2020	54	32	10	1	5	5
Jul 2019	80	55	3	7	9	10
Jul 2018	50	43	9	6	19	14
Average 2020	47	30	7	3	8	6
Average 2019	39	38	7	6	11	10
Average 2018	33	32	5	2	10	7
YTD 2020	326	212	47	19	55	45
YTD 2019	305	263	59	48	81	79
YTD 2018	248	236	43	6	67	40
	Building		Planning		Public Works	
	Month	Received	Month	Received	Month	Received
Highest Month 2020	Jul	54	Mar	12	Feb	13
Highest Month 2019	Jul	80	Apr	13	Jun	22
Highest Month 2018	Jul	50	Apr	9	Jul	19

Jul 2020

City of Edgewood Monthly Development Report



<i>Inspections</i>	Building		Public Works	
Jul 2020	566		188	
Jul 2019	371		180	
Jul 2018	395		131	
Average 2020	239		49	
Average 2019	376		87	
Average 2018	440		110	
YTD 2020	2863		583	
YTD 2019	2441		664	
YTD 2018	3240		896	
	Building		Public Works	
	Month	Insp.	Month	Insp.
Highest Month 2020	Jul	566	Jul	188
Highest Month 2019	Aug	486	Jul	180
Highest Month 2018	Aug	506	Mar	156

Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 08/10/2020

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
BLA								
20-1235	HILLSTRAND/ CONRAD BOUNDARY LINE ADJUSTMENT	10716 TO 10718 47TH ST E	3030000260	PLANNING	BLA	UNDER REVIEW	05/20/2020	08/07/2020
CLEAR AND GRADE								
19-1408	BELYAYEVA CLEAR AND GRADE	11826 24TH ST E	420113150	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	08/21/2019	07/08/2020
CODE UPDATES/CHANGES								
19-1569	BRIDGE DEVELOPMENT PARTNERS COMPREHENSIVE PLAN AMENDMENT/ REZONE	XXX 96TH AV E	420164050	PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	07/22/2020
19-1571	EAST SIDE COMMERCIAL FLUM			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	07/22/2020
19-1572	ELIMINATE STUDY OVERLAY			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	07/22/2020
19-1573	STUDY OVERLAY INDUSTRIAL FLUM			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	07/22/2020
19-1574	TRANSPORTATION SYSTEMS PLAN			PLANNING	CODE UPDATES/CHANGES	UNDER REVIEW	12/31/2019	07/22/2020
CONDITIONAL USE PERMIT (CUP)								
20-1114	MOUNTAIN VIEW ELEMENTARY CUP	3411 119TH AV E	420142130	PLANNING	CONDITIONAL USE PERMIT (CUP)	WAITING ON REVISIONS	03/05/2020	08/10/2020
20-1258	VERIZON AT MOUNTAIN VIEW LUTHERAN CHURCH CELL TOWER CUP	3505 TO 3601 122ND AV E	420142138	PLANNING	CONDITIONAL USE PERMIT (CUP)	UNDER REVIEW	05/29/2020	08/07/2020
DESIGN STAND REVIEW								
19-1436	THE LEARNING EXPERIENCE DESIGN STANDARDS REVIEW	527 MERIDIAN AV E	420036070	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	09/18/2019	07/30/2020
20-1123	EDGEWOOD HEIGHTS PHASE II DESIGN REVIEW	1909 104TH AV E	420106035	PLANNING	DESIGN STAND REVIEW	UNDER REVIEW	03/12/2020	08/07/2020
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091134	PLANNING	DESIGN STAND REVIEW	INCOMPLETE	07/13/2020	07/27/2020
20-1362	EAST PIERCE FIRE STATION 118 DESIGN STANDARDS REVIEW	10105 24th St. E.	420091025	PLANNING	DESIGN STAND REVIEW	UNDER REVIEW	07/17/2020	07/30/2020
PRE APP								
20-1351	VERIZON AT NELSON NATURE PARK PRE-APPLICATION MEETING	11912 18TH ST E	420112082	PLANNING	PRE APP	INCOMPLETE	07/14/2020	08/10/2020
20-1368	CONNOLLY SHORT PLAT PRE APPLICATION MEETING	1711 122ND AV E	420112155	PLANNING	PRE APP	UNDER REVIEW	07/21/2020	08/10/2020
REASONABLE USE								
19-1134	MCCUTCHEON REASONABLE USE PERMIT	XXX 36TH ST E	420152089	PLANNING	REASONABLE USE	WAITING ON REVISIONS	04/05/2019	08/04/2020
SHORT PLAT - FINAL								
20-1233	BJERK SHORT PLAT FINAL PLAT	9815 31ST ST E	420098061	PLANNING	SHORT PLAT - FINAL	WAITING ON REVISIONS	05/20/2020	07/14/2020
20-1341	RAMSAUR SHORT PLAT FINAL PLAT	9505 24TH ST E	420091130	PLANNING	SHORT PLAT - FINAL	UNDER REVIEW	07/09/2020	08/07/2020
SHORT PLAT - PRELIMINARY								
18-1214	GRUBB SHORT PLAT PRELIMINARY PLAT	12325 48TH ST E	6755000323	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	06/15/2018	07/29/2020

Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 08/10/2020

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
19-1416	JENNA ACRES SHORT PLAT PRELIMINARY PLAT	1419 114TH AV E	420034061	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	08/28/2019	07/28/2020
20-1034	SMITH SHORT PLAT PRELIMINARY PLAT	2506 117TH AV E	420108013	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	01/23/2020	08/07/2020
20-1100	DODDS SHORT PLAT PRELIMINARY PLAT	4902 EDGEWOOD DR E	420235048	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	02/28/2020	08/06/2020
20-1280	BREYER-BURNETT SHORT PLAT ALTERATION	2110 TO 2114 95TH AVCT E	420095023	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	06/05/2020	08/04/2020
20-1350	HARRISON SHORT PLAT PRELIMINARY PLAT	12121 42ND ST E	420143110	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	07/13/2020	07/29/2020
20-1360	PADEN SHORT PLAT PRELIMINARY PLAT	1302 114TH ST E	420034147	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	07/17/2020	08/04/2020
SITE DEVELOPMENT								
17-1527	NORTHWOOD ESTATES WEST PHASE II SITE DEVELOPMENT	9609 24TH ST E	420091136	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	12/05/2017	01/15/2020
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	INCOMPLETE	08/16/2019	02/11/2020
19-1413	WOLF POINT SUBDIVISION SITE DEVELOPMENT	XXX MERIDIAN AV E	420164094	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/27/2019	08/03/2020
20-1131	WAGNER SHORT PLAT SITE DEVELOPMENT	11226 18TH ST E	9770000069	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	03/18/2020	06/26/2020
20-1145	CITY OF EDGEWOOD PARK SITE DEVELOPMENT	10301 36TH ST E	420152006	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	03/25/2020	07/24/2020
20-1198	ESTATES ON CALDWELL SITE DEVELOPMENT	XXX CALDWELL RD E	6755000022	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	04/29/2020	07/29/2020
20-1229	BARTH SUBDIVISION SITE DEVELOPMENT	3624 96TH AV E	420161087	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	05/19/2020	07/15/2020
20-1236	JENNA ACRES SHORT PLAT SITE DEVELOPMENT	1419 114TH AV E	420034061	ENGINEERING	SITE DEVELOPMENT	APPLICATION	05/20/2020	07/30/2020
20-1266	Nielsen Pacific, LTD, Jovita Site Entrance	12620 Jovita Blvd. East	420021022	ENGINEERING	SITE DEVELOPMENT	APPLICATION	06/03/2020	06/11/2020
SUBDIVISION - FINAL								
20-1111	VOLENTE SUBDIVISION FINAL PLAT	XXX 87TH AV E	9853000260	PLANNING	SUBDIVISION - FINAL	WAITING ON REVISIONS	03/04/2020	07/30/2020
SUBDIVISION - PRELIMINARY PLAT								
18-1132	MICKELSON SUBDIVISION PRELIMINARY PLAT	2804 90TH AV E	420093089	PLANNING	SUBDIVISION - PRELIMINARY PLAT	UNDER REVIEW	04/17/2018	07/30/2020
20-1133	PHILLIPS RIDGE SUBDIVISION PRELIMINARY PLAT	XXX 86TH AVCT E	420081040	PLANNING	SUBDIVISION - PRELIMINARY PLAT	WAITING ON REVISIONS	03/18/2020	07/30/2020
SURFACE WATER								
19-1423	56TH ST E STORMWATER IMPROVEMENTS SEPA	13122 56th St E	420234043	ENGINEERING	SURFACE WATER	UNDER REVIEW	09/09/2019	05/27/2020
20-1046	BECKER SHORT PLAT FRONTAGE IMPROVEMENTS	4122 CALDWELL RD E	420147038	ENGINEERING	SURFACE WATER	UNDER REVIEW	01/29/2020	05/27/2020
20-1369	GREENE PAVING	2818 105th Ave E		ENGINEERING	SURFACE WATER	UNDER REVIEW	07/21/2020	07/22/2020
20-1370	BLUNT PAVING	2802 106TH AV E	3625000140	ENGINEERING	SURFACE WATER	UNDER REVIEW	07/21/2020	07/22/2020
TRAFFIC CONCURRENCY								
20-1361	THE LEARNING EXPERIENCE CRC	527 MERIDIAN AV E	420036070	ENGINEERING	TRAFFIC CONCURRENCY	APPLICATION	07/17/2020	07/24/2020

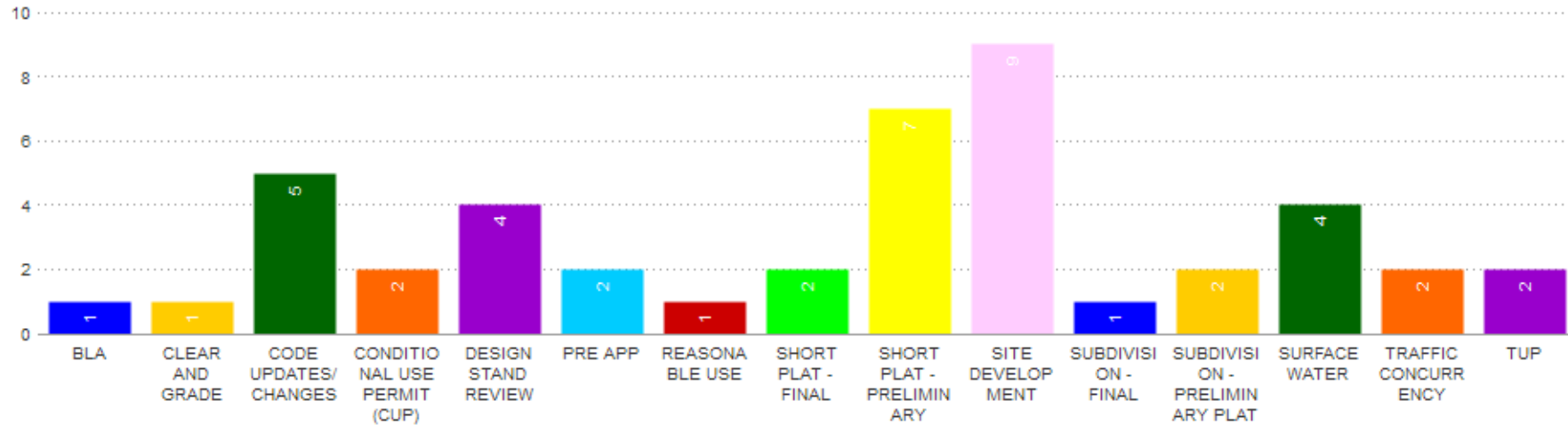
Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 08/10/2020

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
20-1377	DHALIWAL TC LANDING CRC	1914 MERIDIAN AV E	420091134	ENGINEERING	TRAFFIC CONCURRENCY	APPLICATION	07/24/2020	07/30/2020
TUP								
20-1223	MOUNTAIN VIEW ELEMENTARY TUP	3411 119TH AV E	420142130	PLANNING	TUP	APPLICATION	05/15/2020	05/28/2020
20-1332	VD HOLDINGS LLC TUP	5108 CHRISSELLA RD E	420222065	PLANNING	TUP	INCOMPLETE	07/07/2020	07/15/2020

Permits by Type



Land Division Report- August 2020

Preliminary Plat						Site Development	Final Plat		
Start Year	Submitted	Project	Total Lots Proposed	Status	Approved	Status	Status	Recorded Date	Total Lots Recorded
2020	7/17/2020	PADEN SHORT PLAT	2	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	7/13/2020	HARRISON SHORT PLAT PRELIMINARY PLAT	2	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	3/18/2020	PHILLIPS RIDGE SUBDIVISION	14	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	2/28/2020	DODDS SHORT PLAT	2	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	1/23/2020	SMITH SHORT PLAT	2	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
2019	11/7/2019	BJERK SHORT PLAT	2	APPROVED	1/14/2020	N/A	APPROVED		
	10/18/2019	ESTATES ON CALDWELL SUBDIVISION	6	APPROVED	5/5/2020	APPLICATION	NOT SUBMITTED		
	8/28/2019	JENNA ACRES SHORT PLAT	4	APPLICATION		APPLICATION	NOT SUBMITTED		
	4/8/2019	SELLERS SHORT PLAT	2	APPROVED	9/27/2019	NOT SUBMITTED	NOT SUBMITTED		
	3/26/2019	WAGNER SHORT PLAT	3	APPROVED	10/23/2019	APPLICATION	NOT SUBMITTED		
	3/26/2019	RAMSAUR SHORT PLAT	4	APPROVED	6/21/2019	N/A	APPLICATION		
	3/18/2019	MISENAR SHORT PLAT	2	APPROVED	5/23/2019	N/A	APPROVED	6/14/2019	2
	3/12/2019	BECKER SHORT PLAT	2	APPROVED	7/1/2019	APPLICATION	APPROVED	7/27/2020	2
2018	11/26/2018	BARTH SUBDIVISION	37	APPROVED	6/4/2020	APPLICATION	NOT SUBMITTED		
	10/17/2018	T GARRETT SHORT PLAT	2	APPROVED	3/1/2019	ISSUED	APPROVED	10/4/2019	2
	7/13/2018	MAKSIMCHUK SHORT PLAT	2	APPROVED	1/25/2019	N/A	APPROVED	3/13/2019	2
	6/15/2018	GRUBB SHORT PLAT	3	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	4/17/2018	HEART & SOUL SHORT PLAT	4	APPROVED	12/26/2018	ISSUED	NOT SUBMITTED		
	4/17/2018	MICKELSON SUBDIVISION	10	APPLICATION		NOT SUBMITTED	NOT SUBMITTED		
	2/15/2018	CHUMAKIN SHORT PLAT	4	APPROVED	6/22/2018	FINALED	APPROVED	5/21/2020	4
	2/8/2018	BEREZNYOV SHORT PLAT	4	APPROVED	1/10/2019	APPLICATION	NOT SUBMITTED		
	1/9/2018	ABEL SHORT PLAT	6	APPROVED	9/13/2018	ISSUED	NOT SUBMITTED		
	12/6/2017	CIRILIUM SUBDIVISION	18	APPROVED	8/15/2018	FINALED	APPROVED	3/27/2020	18
2017	10/11/2017	CHAMBERLIN SHORT PLAT	2	APPROVED	4/26/2018	N/A	APPROVED	7/11/2018	2
	10/10/2017	WOLF POINT SUBDIVISION	56	APPROVED	3/20/2019	APPLICATION	NOT SUBMITTED		
	3/23/2017	YURINA-COLLINS SHORT PLAT	3	APPROVED	10/19/2017	FINALED	APPROVED	3/12/2019	3
	3/22/2017	GAGNON SHORT PLAT	2	APPROVED	11/17/2017	FINALED	APPROVED	7/27/2020	2
	11/3/2016	VOLENTE SUBDIVISION	15	APPROVED	6/6/2017	ISSUED	APPLICATION		
2016	9/23/2016	DOMUS TOWNHOMES PRD (THE WOODLANDS)	55	APPROVED	1/11/2017	ISSUED	APPROVED	7/11/2018	55
	9/2/2016	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	92	APPROVED	12/14/2017	FINALED	APPROVED	3/25/2020	67
		EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 1					APPROVED	12/5/2019	23
	7/15/2016	PETERSON SHORT PLAT	3	APPROVED	12/10/2016	NOT SUBMITTED	NOT SUBMITTED		
	7/13/2016	DAFFODIL FARMS SHORT PLAT	5	APPROVED	3/7/2017	FINALED	APPROVED	5/29/2018	5
	6/3/2016	GERVAIS SHORT PLAT	3	APPROVED	12/22/2016	APPLICATION	NOT SUBMITTED		
	5/12/2016	NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2	41	APPROVED	10/24/2017	APPLICATION	NOT SUBMITTED		
		NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 1	13			FINALED	APPROVED	1/25/2018	13
	4/4/2016	PASCOLO ESTATES SUBDIVISION	19	APPROVED	3/21/2017	FINALED	APPROVED	12/18/2019	19
	2/16/2016	EDGEWOOD TERRACE SUBDIVISION	28	APPROVED	7/5/2017	NOT SUBMITTED	NOT SUBMITTED		
2015	12/10/2015	NICKLAUS SUBDIVISION	38	APPROVED	12/15/2016	FINALED	APPROVED	6/12/2019	38
	11/13/2015	CALDWELL CREST SUBDIVISION	15	APPROVED	6/30/2016	FINALED	APPROVED	11/16/2017	15
	11/12/2015	RAINIER VISTA SUBDIVISION	13	APPROVED	7/28/2016	FINALED	APPROVED	11/28/2018	13
	11/2/2015	CALIBER SHORT PLAT	6	APPROVED	9/8/2016	FINALED	APPROVED	9/6/2019	
	10/26/2015	EDGEWOOD HEIGHTS SHORT PLAT	2	APPROVED	8/4/2016	ISSUED	APPROVED	5/4/2017	0
	7/21/2015	LEEPER SHORT PLAT	3	APPROVED	9/26/2015	FINALED	APPROVED	3/5/2018	3
	7/8/2015	EDGEWOOD ESTATES SUBDIVISION	14	APPROVED	9/29/2016	ISSUED	NOT SUBMITTED		
	6/24/2015	LARSON SHORT PLAT	4	APPROVED	2/23/2016	FINALED	APPROVED	1/20/2017	4
	2/27/2015	VIEW POINTE SUBDIVISION	44	APPROVED	4/29/2016	FINALED	APPROVED	8/16/2017	44
	1/26/2015	MAPLE GROVE SUBDIVISION	8	APPROVED	9/13/2016	FINALED	APPROVED	11/13/2019	8
	1/23/2015	CURRAN ESTATES SUBDIVISION	9	APPROVED	12/30/2015	FINALED	APPROVED	6/12/2019	9
2014	10/31/2014	WAMPOLD SHORT PLAT	6	APPROVED	1/15/2015	FINALED	APPROVED	3/15/2017	6
	4/24/2014	FOREST WOOD ESTATES SHORT PLAT	4	APPROVED	7/15/2014	N/A	APPROVED	12/19/2014	4
	4/4/2014	NOLAN SHORT PLAT	2	APPROVED	7/21/2014	FINALED	APPROVED	7/17/2015	2
	1/27/2014	LSITSYN SHORT PLAT	6	APPROVED	7/15/2014	FINALED	APPROVED	7/15/2019	6
2013	6/19/2013	WESTRIDGE SUBDIVISION	360	APPROVED	9/4/2014	FINALED	APPROVED	7/20/2016	284



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - 36th & Meridian Park Naming	Agenda Item #: 2.B
	For Agenda of: 8/18/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Design Rendering	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/13/2020 Dave Gray 8/13/2020 Daryl Eidingen 8/13/2020	Expenditure Required: TBD Amount Budgeted: N/A Timeline: SS 08/18/2020

Summary Statement:

Construction plans for the new 36th & Meridian Community Park have been completed, and an advertisement for construction bids was published about four weeks ago. Said bids were collected and opened last Friday, August 14 at 11:00am, and the City's consultant is currently reviewing the received bids and preparing their recommendation for lowest, responsible bidder selection. Staff expects to bring said recommendation and draft contract to the Council at the September 1, 2020 Study Session.

As we are preparing to begin construction of this long-awaited community park, the topic of naming the park came up in conversation at a recent Council meeting. Reviewing Edgewood Municipal Code, the City's adopted Comprehensive Plan, and the City's Parks, Recreation and Open Space (PROS) Plan, Staff is unable to find any prescribed procedures for naming a new park.

The Parks and Recreation Advisory Board (PRAB) held a brief discussion on park naming at their August 6, 2020 meeting. There was a common desire expressed by the Board to encourage public participation in the naming process, suggesting promotion through the City's social media channels, email, and website. Given the proposed construction timeline, there may be an opportunity to include something in the Winter edition of the City's magazine as well. Pending Council's further direction and/or delegation, the PRAB would gladly serve as a review panel for potential names and offer their recommendation(s) to the Council.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion - 36th & Meridian Park Naming

Fiscal Note/Consideration:

Similar to other City parks, the proposed name will likely require appropriate signage. Design and pricing of said signage has not yet been prepared or investigated, and any associated costs are not included in the park construction contract.



DESIGN RENDERING



City Of Edgewood Council Agenda Summary Sheet

Subject: Resolution – North Edgewood Apartments Sewer Easement	Agenda Item #: 2.C
	For Agenda of: 8/18/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 20-0xxx - North Edgewood Apts Sewer Easement 2. Exhibit A - Easement for Sewer Facilities	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/13/2020 Dave Gray 8/13/2020 Daryl Eidingen 8/13/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: SS 08/18/2020 RCM 08/25/2020

Summary Statement:

The North Edgewood Apartments project is located at 109 to 209 Meridian Avenue East. The developer prepared and submitted sanitary sewer construction plans to the City's sewer service provider, Lakehaven Water & Sewer District, for review in 2017. These plans were approved for construction on February 28, 2018. The developer has constructed the approved sanitary sewer in accordance with said plans and specifications under the inspection purview of Lakehaven.

One of the necessary steps prior to project completion is the execution of the attached Easement for Sewer Facilities. Lakehaven has coordinated with the developer on executing the City's standard sanitary sewer easement form. Staff has reviewed the legal description and map exhibit prepared by the developer and finds them to be consistent with the approved sewer plans. Because an easement is an interest in land, the City Council is required to accept and approve the easement before it can be recorded against the property. The attached resolution will confirm said acceptance and approval, authorizing the Mayor to execute the easement as required.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Resolution – North Edgewood Apartments Sewer Easement

Fiscal Note/Consideration:

All costs associated with developer sewer extensions are coordinated between the developer and the City's sanitary sewer service provider, Lakehaven Water & Sewer District.

RESOLUTION NO. 20-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT FOR THE NORTH EDGEWOOD APARTMENTS PROJECT LOCATED AT 109 TO 209 MERIDIAN AVENUE EAST IN EDGEWOOD.

WHEREAS, the City has delegated its authority to inspect sanitary sewer construction in the Ramsaur Short Plat Project to Lakehaven Water and Sewer District; and

WHEREAS, according to Lakehaven Water and Sewer District, the developer of the North Edgewood Apartments Project has designed and constructed the sanitary sewer in accordance with the adopted standards and specifications; and

WHEREAS, prior to project completion, the City must accept and approve the necessary easement for the public sanitary sewer facilities on the developer's property; and

WHEREAS, the developer has submitted the attached easement for acceptance and approval by the City Council, executed by the underlying property owner; and

WHEREAS, the Council considered this Resolution during its meeting of August 18, 2020;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Sanitary Sewer Easements Authorized. The City Council authorizes the Mayor to execute the Easement for Sewer Facilities with Edgewood Development Company, LLC, Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 25TH DAY OF AUGUST, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Easement for Sewer Facilities

DRAFT

When recorded return to:

**City of Edgewood
City Clerk
2224 - 104th Avenue E.
Edgewood, WA 98372**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein):

Reference Number(s) of Documents assigned or released:

N/A

Additional reference #'s on page _____ of document

Grantor(s)

Edgewood Development Company, LLC

☐ Additional names on page _____ of document.

Grantee/City(s)

THE CITY OF EDGEWOOD, a Washington municipal corporation

☐ Additional names on page _____ of document.

Legal description (abbreviated)

Parcel A of BLA 2018-09-21-5002

☒ Additional legal is on page 8 of document.

Assessor's Property Tax Parcel/Account Number:

042003-2097

☐ Assessor Tax # not yet assigned

EASEMENT FOR SEWER FACILITIES

THIS EASEMENT FOR SEWER FACILITIES (or "Sewer Easement") is hereby entered into by and between the City of Edgewood, a municipal corporation organized under the laws of the State of Washington (hereinafter the "Grantee/City" or the "City") and Edgewood Development Company, LLC, a limited liability company (hereinafter the "Grantor") whose address is 6710 E Camelback Rd, STE 100, Scottsdale, AZ 85251.

RECITALS

WHEREAS, the Grantor owns the property commonly known as 109 to 209 Meridian Ave E, which is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor has received preliminary land use approval from the City, and as a condition of such approval, the Grantor has been required to construct certain sewer facilities, and then turn them over to the City for public ownership and maintenance, together with this Easement and a Bill of Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties covenant and agree as follows:

Section 1. Grant of Easement, Construction, Maintenance, Repair.

A. The Grantor represents and warrants that Grantor is the lawful owner of the Property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property"). Grantor further represents and warrants (1) that to the knowledge of Grantor, the rights and privileges set forth herein do not breach or otherwise violate the legal rights of any third party, and (2) that Grantor is fully authorized to execute and grant this Sewer Easement.

B. The Grantor hereby dedicates, grants and conveys to the Grantee/City, the perpetual right to enter, reenter, use and occupy the Property legally described in Exhibit A, (hereinafter the "Property"), consistent with this non-exclusive Sewer Easement through, upon, over and across the Property. The purpose of this Sewer Easement shall be to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove and operate one or more sewer mains, conveyance pipes, laterals, cleanouts, pumps and manholes and all appurtenances related thereto (collectively termed "Grantee/City's Facilities" or the "Facilities"). The location of the Sewer Easement is legally described in Exhibit B and depicted on the map in Exhibit C, both of which are attached hereto/and incorporated herein by this reference (hereinafter the "Easement Area"). The surface of the Easement Area has been paved and is used by the Grantor and its tenants and invitees for parking.

Section 2. Grantee/City's Right of Access and Use – Grantee/City's Responsibilities.

A. The Grantee/City and its agents, contractors, designees or assigns shall have the right at such time as Grantee/City deems necessary, to utilize the Easement Area as described in Section 1 herein, and to enter onto the Property for such purposes, without incurring any legal obligation or liability therefore, except as otherwise set forth in this Sewer Easement. The Grantee/City's access to and across the Easement Area shall be unrestricted. Except for emergent situations, Grantee/City shall reasonably endeavor to provide 24 hours written or verbal notice to Grantor prior to such entry.

B. Grantee/City's rights hereunder shall expressly include, without limitation, the right, but not the requirement, to improve and maintain the surface of the Easement Area as deemed necessary in Grantee/City's sole discretion to reasonably accommodate vehicular access to Grantee/City's Facilities. Grantee/City's rights hereunder shall be exercised in a manner that prevents unnecessary destruction or unreasonable disturbance of existing private improvements upon the Property and minimizes interference with the use of the Property by Grantor and its tenants and invitees, except as provided hereunder.

C. Except for routine and ordinary maintenance of the paved areas, which shall be the responsibility of Grantor, the Easement Area shall be maintained by Grantee/City in accordance with applicable local regulatory standards. In the event of any encroachment, obstruction or interference of or upon the Easement Area or Grantee/City's Facilities, Grantee/City may require removal and termination thereof, and the same shall be accomplished promptly at Grantor's expense. Alternatively, Grantee/City may take such action as deemed necessary in Grantee/City's reasonable discretion to accomplish such removal and/or termination, and may charge to Grantor all expenses incurred therefor. Grantee/City's failure to require removal or termination of any encroachment, obstruction or interference shall neither constitute a waiver of Grantee/City's rights nor preclude any other remedy available to Grantee/City.

D. Any existing improvements upon the Property that neither encroach upon, nor conflict with, the rights conveyed to Grantee/City hereunder (including, without limitation, all paved areas) that are disturbed or destroyed by Grantee/City's Facilities, or Grantee/City's activities associated thereto, other than ordinary wear and tear, shall be promptly replaced, repaired or otherwise restored as reasonably practicable, to the pre-event condition by and at Grantee/City's expense.

E. Grantee/City shall have the right to issue permits to third parties to operate and maintain side sewers within the Easement Area; provided that they agree to be bound by all obligations of Grantee/City under this Sewer Easement.

Section 3. Easement Conditions and Responsibilities of Grantor.

A. Grantor shall avoid and prevent interference with and/or obstruction of the Easement Area and Grantee/City's Facilities as follows:

1. Grantor shall not construct, plant, or install, or allow to be constructed, planted or installed, any building, wall, fence, tree, rockery or structure of any kind within the Easement Area unless approved in writing by the Grantee/City;

2. Grantor shall not deposit or allow to be deposited, any fill material within the Easement Area;

3. Grantor shall not dig, tunnel or excavate, or allow any digging, tunneling, or excavation, within three feet (3') of Grantee/City's Facilities, and Grantor shall ensure that the ground surface within the Easement Area is maintained at the level and grade approximately extant at the time Grantee/City's Facilities were installed, except for minor, temporary disturbances not affecting Grantee/City's Facilities; and

4. Grantor shall not in any manner block, restrict or impede, or allow to be blocked, restricted or impeded, Grantee/City's access to or use of the Easement Area.

B. Grantor shall not convey to any third party any easement, license or other interest or right of use involving the Easement Area that would impair, interfere with or limit the easement rights granted herein.

C. Grantor shall not construct or install, or allow to be constructed or installed, any water or sewer facilities or appurtenance, other than Grantee/City's Facilities, within or proximate to the Easement Area without Grantee/City's prior written authorization. If authorized by the Grantee/City, any such facilities shall comply with all applicable regulatory standards, including without limitation the then-current edition of the "Criteria for Sewage Works Design" published by the Washington Department of Ecology.

D. Grantor shall not construct or install, or allow to be constructed or installed, any other utility facilities or appurtenances of any kind, including without limitation, any utility service connections, within three feet (3'), measured horizontally for parallel alignments, or within six inches (6''), measured vertically for crossing or perpendicular alignments, of any portion of Grantee/City's Facilities.

E. The Grantor shall neither take nor permit any action which would impair the lateral or subjacent support for Grantee/City's Facilities or cause the earth cover over any of Grantee/City's Facilities within the Property to be less than six feet (6'), measured vertically from the top of the pipeline. Grantor shall not modify the earth cover over the Grantee/City's Facilities without advance written authorization from the Grantee/City, which shall provide for full payment or reimbursement to the Grantee/City for all costs of adjusting the Grantee/City's Facilities made necessary by such modification.

F. Grantor shall be responsible for ordinary and routine maintenance of the paved areas.

Section 4. Intentionally Omitted.

Section 5. Indemnification.

A. *Environmental Indemnification.* To the extent that it legally may, and as long as the Grantee/City or its agents, contractors, designees or assigns did not cause or exacerbate Environmental Contamination, the Grantor, for itself and its successors and assigns, shall indemnify the Grantee/City against any liability, damages, costs, expenses, causes of action, claims losses, settlements, fines and penalties, and reasonable attorneys' fees claimed against the Grantee/City relating to (1) the existence, mitigation or remediation of Environmental Contamination in the Easement Area; (2) any Corrective Action in the Easement Area; or (3) any Environmental Contamination in the Easement Area that occurs or is discovered after conveyance of this Sewer Easement. As used in this Sewer Easement, "Environmental Contamination" means the presence within the Easement Area of any hazardous material, including but not limited to any of the substances defined as or included in the definition of "hazardous substance," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5010, *et seq.*, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to such laws. As used in this Sewer Easement, "Corrective Action" shall refer to risk assessment, active remediation, passive remediation, voluntary cleanup, investigation and/or monitoring of Environmental Contamination.

B. *General Indemnification.*

1. Grantee/City shall indemnify and hold harmless Grantor from and against all liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines, penalties and reasonable attorneys' fees claimed by the Grantor resulting from the use of the Easement Area by the Grantee/City or its agents, contractors, designees or assigns or from the breach or violation of the Grantee/City's responsibilities hereunder.

2. Grantor shall indemnify and hold harmless the City from and against all liability, damages, costs, expenses, cause of action, claims, losses, settlements, fines, penalties and reasonable attorneys' fees claimed by the City resulting from the Grantor's breach or violation of the Grantor's responsibilities hereunder.

3. Each party's obligations under this General Indemnification Section 5(B) shall apply only to the extent such liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines and penalties is proximately cause by the negligence or willful misconduct of that party or the party's agents, contractors, designees, assigns, tenants or invitees.

Section 6. Dispute Resolution. This Sewer Easement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising out of this Easement shall be the Superior Court for Pierce County or the Federal District Court, Western District of Washington. The substantially prevailing party in any litigation shall be entitled to its reasonable attorneys' fees from the nonprevailing party.

Section 7. Recordation, Binding Effect, Modification. This Sewer Easement shall be recorded against the Property in the Pierce County Auditor's Office, and each provision, condition or covenant shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs or assigns. This Sewer Easement may only be modified by a written instrument executed by the duly authorized representatives of the parties, their respective successors, heirs or assigns, and recorded against the Property.

Section 8. No Third Party Beneficiary. The rights, duties and obligations set forth in this Sewer Easement are for the exclusive benefit of the signatory parties and their respective successors, heirs and assigns and may only be enforced thereby. Nothing herein shall be construed as vesting any rights for or in any third party.

Section 9. Entire Agreement-Severability. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instruction. Should any section, paragraph, sentence, clause or phrase of this Sewer Easement, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason or should any portion of this Sewer Easement be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Sewer Easement or its application to other persons or circumstances. This Sewer Easement may be executed in counterparts.

Section 10. City Council Approval. This Sewer Easement is contingent upon acceptance and approval of the Edgewood City Council. It is expressly acknowledged and understood by the parties that the terms and conditions hereof shall not become binding upon Grantee/City/City unless and until such acceptance and approval has occurred.

Date: 7/24/2020

By Jordan Hafen
Jordan Hafen

Date: _____

DATED: 7/24/2020

My appointment expires Apr 24, 2023

 ALISON ASHER
Notary Public - Arizona
Maricopa County
Commission # 560928
My Comm. Expires Apr 24, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON;
THENCE NORTH 01°35'38" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 631.20 FEET;
THENCE SOUTH 88°35'46" EAST PARALLEL TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1073.00 FEET TO THE EAST LINE OF THE WEST 1073.00 FEET THEREOF;
THENCE SOUTH 01°35'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 316.50 FEET TO THE SOUTH LINE OF THE NORTH 186.5 FEET OF THE SOUTH 501.2 FEET OF SAID GOVERNMENT LOT 4;
THENCE SOUTH 88°35'46" EAST, A DISTANCE OF 308.86 FEET TO THE EAST LINE THEREOF;
THENCE SOUTH 00°02'28" WEST ALONG SAID EAST LINE, A DISTANCE OF 156.97 FEET TO THE NORTH RIGHT OF WAY LINE OF JOVITA BOULEVARD EAST;
THENCE NORTH 87°38'43" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1.10 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 294.17 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 470.80 FEET AND A CENTRAL ANGLE OF 35°48'00";
THENCE SOUTH 56°33'17" WEST TANGENT TO SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 128.50 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED GOVERNMENT LOT 4;
THENCE NORTH 88°35'46" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1003.26 FEET TO THE POINT OF BEGINNING.

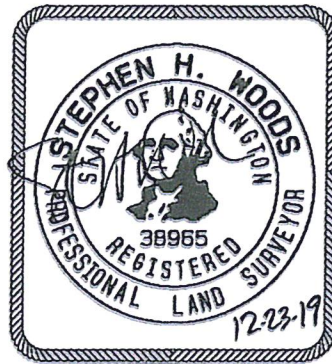
EXCEPT THE WEST 30 FEET FOR MERIDIAN AVENUE;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. S 1233742 AND 1235069;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NOS .200106070730 AND 200311251365;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 201809215002, RECORDS OF PIERCE COUNTY, WASHINGTON.)



CONTOUR
ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

EXHIBIT "B"
15' SANITARY SEWER
EASEMENT

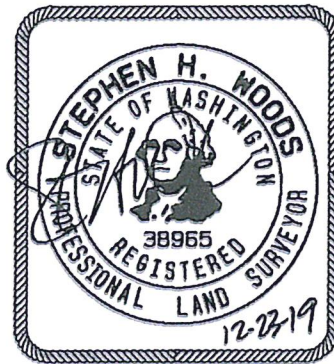
THAT PORTION OF PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 201809215002, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL A;
THENCE SOUTH 01°35'38" WEST ALONG THE EASTERLY LINE THEREOF, A DISTANCE OF 316.50 FEET TO THE SOUTHWEST CORNER OF PARCEL C, DECLARATION OF BOUNDARY LINE REVISION RECORDED UNDER RECORDING NO. 8905190253, RECORDS OF PIERCE COUNTY, WASHINGTON, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 01°35'38" WEST, A DISTANCE OF 34.34 FEET;
THENCE SOUTH 88°35'46" EAST, A DISTANCE OF 214.25 FEET;
THENCE SOUTH 01°35'20" WEST, A DISTANCE OF 39.67 FEET;
THENCE NORTH 01°35'20" EAST, A DISTANCE OF 39.67 FEET;
THENCE NORTH 88°35'46" WEST, A DISTANCE OF 214.25 FEET;
THENCE SOUTH 01°35'38" WEST, A DISTANCE OF 103.40 FEET;
THENCE SOUTH 46°30'00" WEST, A DISTANCE OF 8.44 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 175.36 FEET;
THENCE NORTH 46°24'21" EAST, A DISTANCE OF 9.02 FEET;
THENCE NORTH 01°24'29" EAST, A DISTANCE OF 11.96 FEET;
THENCE SOUTH 01°24'29" WEST, A DISTANCE OF 11.96 FEET;
THENCE SOUTH 46°24'21" WEST, A DISTANCE OF 9.02 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 3.24 FEET;
THENCE SOUTH 43°35'20" EAST, A DISTANCE OF 17.87 FEET;
THENCE SOUTH 01°24'23" WEST, A DISTANCE OF 8.86 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 8.86 FEET;
THENCE NORTH 43°35'20" WEST, A DISTANCE OF 17.87 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 92.50 FEET;
THENCE SOUTH 43°35'20" EAST, A DISTANCE OF 17.02 FEET;
THENCE SOUTH 01°24'29" WEST, A DISTANCE OF 11.96 FEET;
THENCE NORTH 01°24'29" EAST, A DISTANCE OF 11.96 FEET;
THENCE NORTH 43°35'20" WEST, A DISTANCE OF 17.02 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 49.40 FEET;
THENCE NORTH 43°35'37" WEST, A DISTANCE OF 16.21 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 147.23 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 41.67 FEET;
THENCE SOUTH 88°35'37" EAST, A DISTANCE OF 13.49 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 13.49 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 84.17 FEET;
THENCE SOUTH 88°35'37" EAST, A DISTANCE OF 21.99 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 21.99 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 52.59 FEET;
THENCE NORTH 88°35'35" WEST, A DISTANCE OF 21.51 FEET;
THENCE SOUTH 88°35'35" EAST, A DISTANCE OF 21.51 FEET;
THENCE NORTH 01°24'23" EAST, A DISTANCE OF 12.29 FEET;
THENCE SOUTH 01°24'23" WEST, A DISTANCE OF 190.72 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 17.20 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 27.49 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 52.50 FEET AND A CENTRAL ANGLE OF 30°00'00";
THENCE NORTH 58°35'37" WEST TANGENT TO SAID CURVE, A DISTANCE OF 193.27 FEET;

THENCE NORTH 01°24'45" EAST, A DISTANCE OF 128.88 FEET;
THENCE NORTH 88°35'37" WEST, A DISTANCE OF 261.10 FEET;
THENCE SOUTH 01°45'30" WEST, A DISTANCE OF 341.79 FEET;
THENCE NORTH 88°24'22" WEST, A DISTANCE OF 130.71 FEET TO THE TERMINUS OF SAID
CENTERLINE.
SIDELINES SHALL EXTEND AND/OR TRUNCATE TO INTERSECT AT BOUNDARY LINES AND
INTERSECTION.

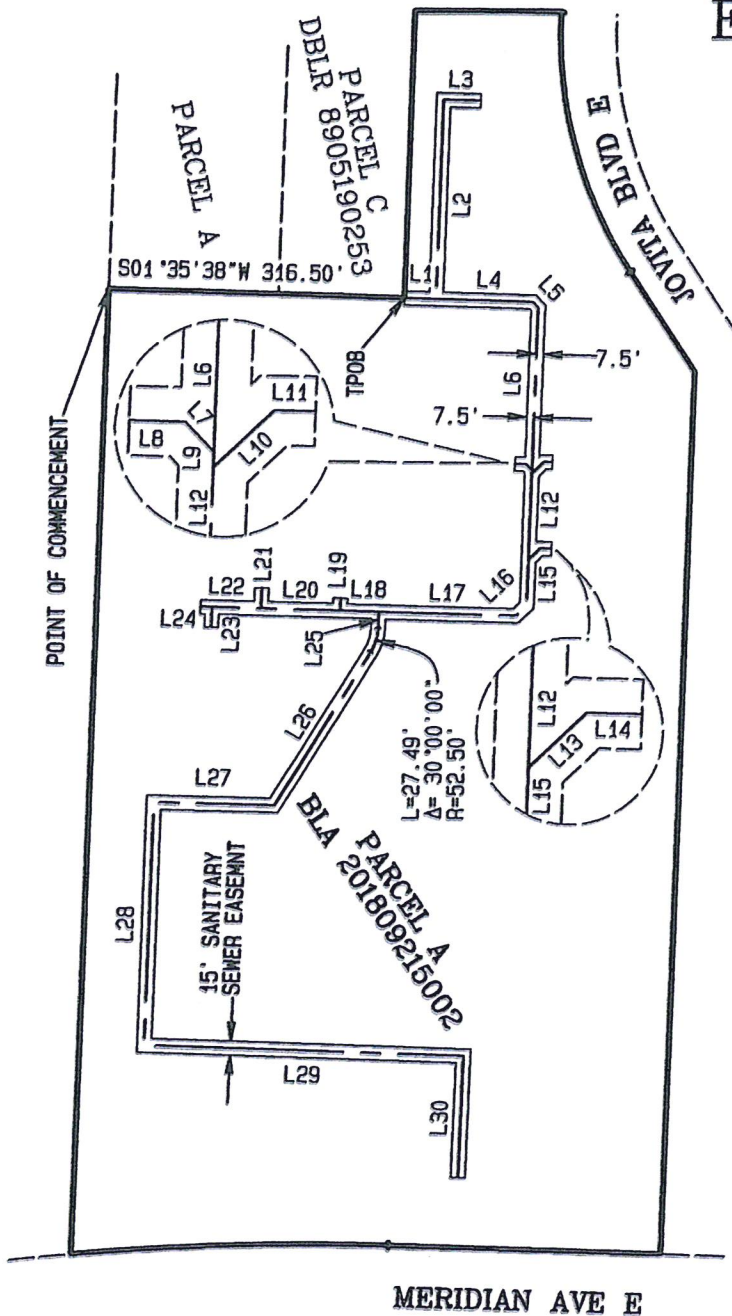
ALL SITUATE IN SECTION 3, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE
MERIDIAN, IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.



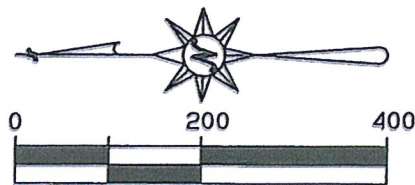
CONTOUR
ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

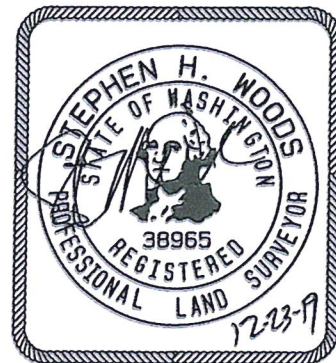
EXHIBIT "C"



LINE	BEARING	DISTANCE
L1	S01°35'38"W	34.34'
L2	S88°35'46"E	214.25'
L3	S01°35'20"W	39.67'
L4	S01°35'38"W	103.40'
L5	S46°30'00"W	8.44'
L6	N88°35'37"W	175.36'
L7	N46°24'21"E	9.02'
L8	N01°24'29"E	11.96'
L9	N88°35'37"W	3.24'
L10	S43°35'20"E	17.87'
L11	S01°24'23"W	8.86'
L12	N88°35'37"W	92.50'
L13	S43°35'20"E	17.02'
L14	S01°24'29"W	11.96'
L15	N88°35'37"W	49.40'
L16	N43°35'37"W	16.21'
L17	N01°24'23"E	147.23'
L18	N01°24'23"E	41.67'
L19	S88°35'37"E	13.49'
L20	N01°24'23"E	84.17'
L21	S88°35'37"E	21.99'
L22	N01°24'23"E	52.59'
L23	N88°35'35"W	21.51'
L24	N01°24'23"E	12.29'
L25	N88°35'37"W	17.20'
L26	N58°35'37"W	193.27'
L27	N01°24'45"E	128.88'
L28	N88°35'37"W	261.10'
L29	S01°45'30"W	341.79'
L30	N88°24'22"W	130.71'



SCALE: 1"=200'



CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourp11c.com



City Of Edgewood Council Agenda Summary Sheet

Subject: Resolution - Chrisella Property Purchase Agreement	Agenda Item #: 2.D
	For Agenda of: 8/18/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 20-XXXX Chrisella Road Property Purchase AMS v2 2. Edgewood_Chrisella Road_Epic Purchase and Sale Agreement_20200812 3. 0420152147_Fountain Investment_Title Report_20200604 (4) 4. Declaration of Boundary Line Revision_Chrisella Road Property 5. Easement for Ingress Egress and Utilities_Chrisella Road Property	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/13/2020 Dave Gray 8/13/2020 Daryl Eidinger 8/13/2020	Expenditure Required: \$260,000 Amount Budgeted: Approximately 920,000 (Total Capital Roads Appropriation) for 2020. Timeline: SS 08/18/2020 RCM 08/25/2020

Summary Statement:

The City has appropriated an amount each year for general road improvements, parallel road improvement and acquisition and pedestrian safety improvements. The Transportation Improvement Plan and Capital Improvement Plan provide broadly defined areas of concentration for these activities designed to meet the overarching vision of the City's Comprehensive Plan. The TIP & CIP are modified each year, based upon activities from prior years, known by current year activity and as the Comprehensive Plan is modified over time by the City Council. The Meridian, 36th Street, Chrisella road intersection has been a focus of these plan improvements. The acquisition of land to accomplish these improvements is imperative in the success of this type of long term planning. The property at 3703 Chrisella road provides this type of opportunity and is currently available for purchase by the City. The property has a fire damaged building that will require the city demolish and remove the waste materials both for a public safety and community improvement standpoint, and because the long term plan for the land is to support roadway and pedestrian improvements for safety and traffic flow.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Resolution - Chrisella Property Purchase Agreement

Fiscal Note/Consideration:

The funding for this land acquisition, while not specified in the appropriation for 2020, is contained in the appropriated Capital Roads Budget and was funded in 2020 with REET2 revenue from 2019 or earlier.

RESOLUTION NO. 20-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR'S EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF PROPERTY LOCATED AT 3703 CHRISSELLA ROAD IN EDGEWOOD, IN THE AMOUNT OF \$260,000, IN PREPARATION FOR A FUTURE ROAD IMPROVEMENT.

WHEREAS, the 2020 Appropriated City Budget for Capital Roads includes funding for road improvement for public safety, parallel road expansion and pedestrian safety improvements; and

WHEREAS, the property located at 3703 Chrisella Road in Edgewood became available for sale and was viewed favorably by the Mayor and City staff for its proximity to the intersection of Meridian Ave. E / 36th Street E / Chrisella Road E, which has been identified in the City's Transportation Improvement Plan (TIP) for an intersection improvement; and

WHEREAS, with Council direction, the Mayor has negotiated a Purchase and Sale Agreement with the property owner, based on an appraisal for the property obtained by the City and considering the approximate cost of demolition and waste removal for the existing fire-damaged residence, and is seeking Council approval to execute the document; and

WHEREAS, with Council approval, the City performed a Phase I environmental analysis for hazardous materials, which did not reveal any hazards beyond the removal of the damaged building; and

WHEREAS, should the City be successful in acquiring said property, the Mayor and staff will bring forward a separate resolution and agreement to cause the demolition and waste removal of the existing fire damaged building at a later date; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute a Purchase and Sale Agreement for the property located at 3703 Chrisella Road, Edgewood, WA, for \$260,000 plus incidental closing costs, if any.

Section 2. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 25TH DAY OF AUGUST, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

DRAFT

PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

Fountain Investments, LLC

and

THE CITY OF EDGEWOOD

A municipal corporation of the State of Washington

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, between, **Fountain Investments, LLC, a Washington Limited Liability Company**, (“Sellers”) and **the City of Edgewood, a municipal corporation of the State of Washington**, its heirs and assigns (“Purchaser”).

RECITALS

The property subject to this agreement (the “Property”) is described in the attached Exhibit “A” and more fully described in Section 1 of this Agreement.

AGREEMENTS

1. PURCHASE AND SALE OF THE PROPERTY.

Sellers agree to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and accept the Property from Sellers, on the terms and conditions set forth in this Agreement. The “Property” shall include:

- (a) The land legally described in Exhibit “A” attached hereto and made a part hereof (the “Land”), together with all strips and gores, easements, right-of-way, licenses, interests, rights and appurtenances appertaining to the Land, and all rights, titles and interests of Sellers in and to any easements, rights-of-way, or other interests in, on or to any alley, highway, or street in, on across or adjoining the Land, if any; and
- (b) All buildings, fixtures, mechanical systems, other improvements, and any accessions or additions thereto (collectively, “Improvements”) located on the Land; and
- (c) Any rights, titles, and interests of Sellers in and to all intangible property owned or held for use in connection with the Property, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, licenses, warranties, and plans and specifications (the “Intangible Property”); and
- (d) Any and all other rights, titles, interests, privileges and appurtenances owned by Sellers and in any way related to, or used in connection with, the ownership of the Land and the Improvements; provided Purchaser desires to receive assignment of the same.

2. PURCHASE PRICE.

The total purchase price for the Property is two hundred sixty thousand dollars and no/100 dollars (\$260,000.00) (“Purchase Price”).

3. **TITLE TO THE PROPERTY AND TITLE INSURANCE.**

3.1 Sellers shall deliver marketable, fee title to the Property at closing, free and clear of liens and encumbrances (“Encumbrances”), except the Encumbrances accepted by Purchaser as identified in paragraph 3.2 below (“Permitted Encumbrances”)

3.2. The Permitted Encumbrances are identified in First American Title order number 3484923 dated May 27, 2020, attached as Exhibit “B,” and are the following:

- (a) Exception 2 – Declaration of Boundary Line Revision
- (b) Exception 3 – Easement for Utilities

3.3 Sellers will cause all other exceptions or other objections to title to be cleared, removed or remedied on or before the Closing Date as defined below in Paragraph 6.1. If Sellers fail to remove any disapproved exception to title or remedy any other objection to title by the Closing Date, Sellers will be in default under this Agreement and Purchaser may, at Purchaser’s election, terminate this Agreement.

3.4 Purchaser will pay the cost of title insurance.

4. **SELLERS’ OBLIGATIONS.**

Certification of Nonforeign Status: Sellers warrant that Sellers are not “foreign persons” as defined in Section 1445 of the Internal Revenue Code of 1954, as amended, and that such warranty will be true as of the Closing Date. Sellers shall deliver to Purchaser at Closing a Certificate of Nonforeign Status for each Seller, in a form reasonably acceptable to Purchaser, setting forth each Seller’s address and United States taxpayer identification number and certifying that the Seller is not a foreign person as so defined.

5. **PURCHASER’S DUE DILIGENCE.**

5.1 During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending at 5:00 p.m. on the date which is fifteen (15) calendar days following the Effective Date (the “**Due Diligence Termination Date**”), Purchaser shall have the right to inspect, investigate, test and examine, at Purchaser’s expense, all aspects, matters and conditions relating to the Property and the Purchaser’s intended use thereof, including, but not limited to, zoning, the presence of hazardous or toxic substances, soil conditions, the availability of utilities, and governmental requirements and restrictions affecting the Property. Purchaser’s Due Diligence shall also include a review of the status of all Leases, Licenses and Contracts pertaining to the Property. Sellers shall reasonably cooperate, and shall instruct their agents, employees and representatives to reasonably cooperate in facilitating Purchaser’s Due Diligence of the Property and the proposed transaction. During the Due Diligence Period, Purchaser shall determine, in its sole discretion, that the nature and condition of the Property is suitable for Purchaser’s intended use and that any existing tenants, licensees, or easements on the Property will

not interfere with Purchaser's intended use and that the due diligence information is acceptable. If for any reason the Property is not suitable or the due diligence information is not satisfactory, Purchaser may, at Purchaser's election, terminate this Agreement.

5.2 Purchaser shall pay the costs of all tests, inspections, Due Diligences and reviews conducted pursuant to this Agreement.

5.3 Within five (5) days of the Effective Date, Sellers shall deliver to Purchaser, for inspection and review all reports concerning the condition of the Property and all licenses, permits, improvement agreements, bonds, development agreements, leases, agreements, contracts, documents, instruments, reports, soils or environmental reports, surveys, books and records relating to the Property ("Sellers' Records"). Should Sellers fail to timely deliver to Purchaser all of the Sellers' Records, the Due Diligence Period and Due Diligence Termination Date shall each be extended for one (1) day for each day of delay in Purchaser's receipt of all of the Sellers' Deliveries.

5.4 On or prior to the Due Diligence Termination Date, Purchaser shall notify Sellers of either its election to terminate or of its approval and waiver of all Contingencies. In the event that Purchaser does not give Sellers notice of its election to terminate or its approval and waiver of all Contingencies on or prior to the Due Diligence Termination Date, then such Contingencies shall be deemed waived and Purchaser's option to terminate under this Section 5 will expire.

6. CLOSING.

6.1 Closing Date. This transaction shall be closed at a place, time, and date to be selected by Purchaser and reasonably acceptable to Sellers, but in any event on or before September 25, 2020 (the "**Closing Date**"). The word "**Closing**" refers to the closing of this transaction. Neither party need be physically present at the Closing.

6.2 Manner and Place of Closing. This transaction shall be closed at First American Title Insurance Company located at 712 Shaw Road E, Puyallup, WA 98372.

6.3 Prorations, Adjustments. All ad valorem real property taxes, assessments, utility charges and personal property taxes (collectively, "**Expenses**"), shall be prorated and adjusted between the parties as of the Closing Date. Seller shall arrange for utility services to Seller to be cancelled, in which event, Purchaser shall establish a new account with the utility, and Seller shall be entitled to any deposits on account paid by Seller.

6.4 Payment of the Purchase Price. Purchaser shall pay the total purchase price in cash at Closing, subject to any adjustments provided in this Agreement.

6.5 Payment of Closing Costs. Purchaser will pay all closing costs for this transaction, excluding recurring expenses such as property taxes that are due, any utility charges that are due, and assessments that are due or liens against the Property. Purchaser will pay for title insurance. Purchaser will pay excise tax on \$260,000.00 of

the transaction. Sellers shall pay excise tax on \$-0- of the transaction. Purchaser shall pay the escrow fee. Sellers and Purchaser shall pay their respective attorneys' fees. No real estate commission is associated with this sale of property.

6.6 Events of Closing. Provided the "Escrow Officer" has received the Purchaser's deposit of the purchase price, and is in a position to cause the title insurance policy to be issued in the form agreed to by Purchaser and the title company, this transaction shall be closed on the Closing Date as follows:

- a) Purchaser shall pay to Sellers, by deposit of the entire Purchase Price with the Escrow Officer, in immediately available funds via wire transfer or such other means of funding acceptable to Escrow Officer. The Purchase Price shall be adjusted for the Expenses and costs set forth in Agreement **Section 6.3** and **Section 6.5**.
- b) Any Expenses and costs set forth in Agreement **Section 6.3** and **Section 6.5** required to be paid by Sellers at Closing shall be paid and satisfied of record at Sellers' expense.
- c) Sellers shall deliver to Purchaser or Escrow Officer, as instructed by Purchaser:
 - a. A statutory warranty deed conveying to Purchaser fee simple title to the Property, subject only to the Permitted Encumbrances;
 - b. A bill of sale and assignment, dated the date of Closing, conveying to Purchaser all of the permits, warranties and other rights, to the extent such items are assignable;
 - c. Sellers' Certifications of Nonforeign Status as provided in **Section 4** above;
 - d. Any instrument necessary to release any liens against the Property;
 - e. A Washington real estate excise tax affidavit prepared by the Escrow Officer;
 - f. All documents, records, plans, keys, permits, and other items related to the Property which are in Seller's possession or control;
 - g. (i) Such affidavits and other evidence as the Title Company may require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and (ii) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the consummation of the Transaction so that all of said documents are or will be validly executed and delivered and will be binding upon the Seller;

- h. A certificate, dated as of the date of Closing and executed by Seller, stating that the representations and warranties of Seller contained in this Agreement are accurate in all material respects as of the date of Closing or identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. If the certificate delivered by Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller, in which event the Deposits paid shall be immediately refunded to Purchaser. Further, if the certificate reflects that Seller materially breached a representation or warranty under Section 8 at the time made, Seller shall also reimburse Purchaser for Purchaser's out-of-pocket expenses in connection with the Transaction; and
- i. Any other instrument or document that may be reasonably required by Purchaser or Escrow Officer to consummate the transaction.

6.7 Possession.

The City of Edgewood will take legal possession immediately after the Closing Date which is September 25, 2020 or upon seller's vacation of the property whichever occurs first. The Property will transfer free and clear of all tenancies and parties in possession four months after the Closing Date or seller's vacation of the property, whichever occurs first.

6.8 Purchaser's Right to Enter and Inspect. Prior to the Closing Date, Purchaser may perform reasonable tests, engineering studies, surveys, soil tests, and other inspections, studies and tests on the Property as Purchaser may deem necessary, at Purchaser's expense. Purchaser shall defend, indemnify and hold Seller harmless for, from and against any claim, loss or liability or any claim of lien or damage in connection with any entry on the Property by Purchaser or any activities on the Property by Purchaser, its agents, employees and independent contractors except such as may result from the mere discovery of existing conditions. This obligation to defend, indemnify and hold Seller harmless shall survive any termination or rescission under this Agreement, including when provisions recite that this Agreement is null and void or shall have no further force and effect

6.9 Material Casualty Loss. A material casualty to the Property prior to closing will cause this agreement to terminate at the option of the parties. Notice of termination shall be provided to the other party within five business days of that party receiving actual notice of such material casualty loss.

7. FAILURE TO CLOSE.

7.1 Purchaser's Remedies. If, due to no fault or delay on the part of the Purchaser, the Sellers, or any one of them, for any reason fail to close the purchase of the Property, the Purchaser may at its option exercise any remedy available to it by law or in equity under the circumstances including, but not limited to, the remedy of specific performance and enforcement of this Agreement through an action in eminent domain. In the event of a breach by Seller of obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and Purchaser shall be entitled to recover damages from Seller resulting from such breach; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees. Notwithstanding the foregoing, the limitation of remedies provision does not limit Seller's obligations under the Surviving Provisions. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

7.2 Sellers' Remedies. In the event of a breach by Purchaser of obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES. Notwithstanding the foregoing, this liquidated damages provision does not limit Purchaser's obligations under any surviving provisions. After Closing, in the event of a breach by Purchaser of its obligations under any surviving provisions, Seller may exercise any rights and remedies available at law or in equity.

8. REPRESENTATIONS; CONDITION OF PROPERTY.

8.1 Sellers' Representations and Warranties. To Sellers' knowledge, Sellers represent, warrant and covenant to Purchaser as follows:

- a) Sellers have no knowledge of pending or threatened litigation or judicial, municipal, or administrative proceedings concerning the Property. o Seller's knowledge, there

is no legal action of any kind or nature affecting the Property which will in any way affect Purchaser following the purchase of the Property.

- b) Sellers have received no notices of violation of laws concerning the Property other than the violation issued by the City of Edgewood.
- c) The persons who have executed this Agreement have been duly authorized to do so by Sellers. All documents delivered at Closing will be executed by a duly authorized person. Sellers have a good and legal right to enter into this Agreement, to perform all covenants of Sellers contained in this Agreement in accordance with its terms, and to sell the Property in accordance with this Agreement.
- d) There are no outstanding agreements of sale, options, leases, rights of first refusal, or other rights of third parties to acquire the Property or any interest therein, except this Agreement.
- e) Sellers are aware of no environmental contamination or hazardous materials on, under, or affecting the Property. Hazardous Materials means: (a) substances defined as “hazardous substances,” “hazardous materials,” or “toxic substances” under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of the properties adjacent to the Property. In the event environmental contamination or hazardous materials are found on the Property and determined to be caused by Sellers or their predecessor(s) in interest, Sellers agree to defend, indemnify, and hold the Purchaser harmless against any claim for damages, injunctive relief or administrative enforcement.
- f) To Seller's knowledge, there currently are no underground storage tanks on the Property.
- g) The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.
- h) Any contracts disclosed as part of the Property Documents, and/or shown as exceptions on the Title Commitment, constitute all of the Contracts affecting the Property. Seller has not received any written notice of uncured default and Seller has no knowledge of any existing uncured defaults under the contracts.

- i) Seller has not received any written notice of, and Seller has no knowledge of, any threatened or actual cancellation or suspension of any certificate of occupancy or other certificate, license or permit for any portion of the Improvements.
- j) Before Closing, Sellers may not create, or voluntarily permit to be created, any liens, easements, encumbrances, tenancies or other conditions instruments affecting the occupation, use, enjoyment, maintenance or operation of all or any part of the Property without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion.

8.2 Survival. All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date and shall survive Closing and not be merged into any documents delivered at Closing. It is understood and agreed that the Purchaser may assign this Agreement.

9. GENERAL PROVISIONS.

9.1 Time of Essence. A material consideration to Sellers' entering into this transaction is that Purchaser will close the purchase of the Property by the Closing Date described above. Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

9.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.

9.3 Notices. Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other parties at the address shown below. Any party may change its address for notices by at least fifteen (15) days advance written notice to the other. The address of each party to this Agreement for purposes of notice shall be as follows:

Sellers: Fountain Investments, LLC
 Isaac Marat
 18026 10th Avenue NE
 Shoreline WA 98155

Purchaser: The City of Edgewood
 Jeremy Metzler, P.E.
 Public Works Director
 2224 104th Avenue East
 Edgewood, WA 98372

9.4 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any

breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.5 Attorneys' Fees. In the event suit, arbitration or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

9.6 Integration. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties and states the entire agreement of the parties, and the Parties shall not be bound by any stipulations, representations, agreements or promises, oral or otherwise, not included in or attached to this Agreement.

9.7 Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington.

9.8 Brokers. The Parties represent and warrant that no party has had dealings with any broker working on a commission basis in connection with negotiation or execution of this Agreement. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other person claiming a commission or fee in connection with this transaction and arising out of its own conduct. The provisions of this Section shall survive the Closing or the termination of this Agreement.

9.9 Changes in Writing. This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by both parties.

9.10 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's members, elected officials, officers, employees, and agents.

9.11 Facsimile Signatures. 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 Officer, the parties shall confirm facsimile transmitted signatures by signing an original document.

9.12 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9.13 Invalidity of Provisions. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect as long as the substance of the transactions contemplated

hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible.

9.14 Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

9.15 Survival of Covenants. Any covenants and agreements which this Agreement does not require to be fully performed prior to the Closing Date shall survive the Closing Date and shall be fully enforceable thereafter in accordance with their terms.

9.16 Expiration of Offer. Upon execution of this Agreement by one of the parties, this Agreement shall constitute an offer to sell or purchase the Property on the terms and conditions set forth herein. If such offer is not accepted in writing by the other party within twenty-one days (21) days following delivery, such offer shall automatically expire and terminate, unless the term of such offer is extended in writing by the executing party.

10. Additional Provisions

10.1 Approval. This Purchase and Sale Agreement is subject to approval and acceptance by several Departments of the City of Edgewood, including the City Attorney, Finance, and the Mayor. This Agreement may also require approval from City Council. Purchaser will not be deemed to have signed this Agreement under Paragraph 10.2 until the date that all necessary City department approvals have been received and the Agreement has been signed by the Mayor.

10.2 Effective Date. The date on which the last of Sellers and Purchaser signs this Agreement is the "Effective Date" of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

SELLER: Fountain Investments, LLC

By: _____

Date: _____, 2020

PURCHASER: The City of Edgewood

By: _____
Daryl Eiding, Mayor

Attest:

By: _____
Name: _____
By: _____

Approved as to form:

Ann Marie Soto, City Attorney

Exhibit A

The land in the County of Pierce, State of Washington, described as follows:

PARCEL A :

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 89°55'29" EAST 527.08 FEET, ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF THE WEST HALF OF THE EAST 16 RODS OF SAID SUBDIVISION;
THENCE SOUTH 00°39'33" EAST 168.08 FEET, ALONG THE EAST LINE OF SAID WEST HALF TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°39'33" EAST 150.81 FEET TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;
THENCE NORTH 89°52'55" WEST 131.26 FEET, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET TO THE EAST LINE OF THE WEST 24 RODS OF SAID SUBDIVISION;
THENCE NORTH 00°37'30" WEST 124.45 FEET, ALONG THE EAST LINE OF SAID WEST 24 RODS;
THENCE NORTH 43°12'48" EAST 36.09 FEET; THENCE SOUTH 89°52'55" EAST 106.17 FEET, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF BOUNDARY LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER [9302080699](#));

PARCEL B :

A NON EXCLUSIVE EASEMENT AS CREATED UNDER RECORDING NO [9301110127](#).





First American

First American Title Insurance Company

**712 Shaw Road E
Puyallup, WA 98372**

June 03, 2020

Nicole Bissett
Epic Land Solutions, Inc., Turn-key Right of Way Services
900 Jefferson St SE, Box 1726
Olympia, WA 98507

Phone: (360)350-4786

Fax:

Title Officer:	Bronwyn Shoemaker
Phone:	(253)382-2811
Fax No.:	(866)651-5629
E-Mail:	bshoemaker@firstam.com
Order Number:	3484923

Escrow Number: 3484923

Buyer:

Owner:
Property: 3703 Chrisella Rd E
Edgewood, Washington 98372

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-3484923

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

Epic Land Solutions, Inc., Turn-key Right of Way Services

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
- The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3484923

Order No.: 3484923

Liability: \$2,000.00

Fee: \$350.00

Tax: \$34.65

Name of Assured: Epic Land Solutions, Inc., Turn-key Right of Way Services

Date of Guarantee: May 27, 2020

The assurances referred to on the face page hereof are:

1. Title is vested in:

FOUNTAIN INVESTMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Washington.

D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3484923

RECORD MATTERS

1. General Taxes for the year 2020. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 0420152147

1st Half

Amount Billed:	\$ 1,466.34
Amount Paid:	\$ 1,466.34
Amount Due:	\$ 0.00
Assessed Land Value:	\$ 164,400.00
Assessed Improvement Value:	\$ 216,100.00

2nd Half

Amount Billed:	\$ 1,466.34
Amount Paid:	\$ 0.00
Amount Due:	\$ 1,466.34
Assessed Land Value:	\$ 164,400.00
Assessed Improvement Value:	\$ 216,100.00

The taxes for the current year reflect an exemption for Destroyed Property Abatement. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

2. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):

Recorded: February 08, 1993

Recording Information: [9302080699](#)

3. Easement, including terms and provisions contained therein:

Recording Information: [201809120480](#)

In Favor of: Fountain Investment, LLC, a Washington limited liability company

For: Ingress, egress and utilities

Note: Due to various ongoing closures and inaccessibility of certain records in municipalities across the country due to the COVID-19 virus, this report may not include Matters appearing in the records on or after the date of any such closure or inaccessibility.

Informational Notes, if any

1. We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.



First American

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3484923

The land in the County of Pierce, State of Washington, described as follows:

PARCEL A :

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 89°55'29" EAST 527.08 FEET, ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF THE WEST HALF OF THE EAST 16 RODS OF SAID SUBDIVISION;
THENCE SOUTH 00°39'33" EAST 168.08 FEET, ALONG THE EAST LINE OF SAID WEST HALF TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°39'33" EAST 150.81 FEET TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;
THENCE NORTH 89°52'55" WEST 131.26 FEET, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET TO THE EAST LINE OF THE WEST 24 RODS OF SAID SUBDIVISION;
THENCE NORTH 00°37'30" WEST 124.45 FEET, ALONG THE EAST LINE OF SAID WEST 24 RODS;
THENCE NORTH 43°12'48" EAST 36.09 FEET; THENCE SOUTH 89°52'55" EAST 106.17 FEET, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF BOUNDARY LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER [9302080699](#));

PARCEL B :

A NON EXCLUSIVE EASEMENT AS CREATED UNDER RECORDING NO [9301110127](#).

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Pierce, State of Washington, described as follows:

PARCEL A :

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 89°55'29" EAST 527.08 FEET, ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF THE WEST HALF OF THE EAST 16 RODS OF SAID SUBDIVISION;
THENCE SOUTH 00°39'33" EAST 168.08 FEET, ALONG THE EAST LINE OF SAID WEST HALF TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°39'33" EAST 150.81 FEET TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;
THENCE NORTH 89°52'55" WEST 131.26 FEET, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET TO THE EAST LINE OF THE WEST 24 RODS OF SAID SUBDIVISION;
THENCE NORTH 00°37'30" WEST 124.45 FEET, ALONG THE EAST LINE OF SAID WEST 24 RODS;
THENCE NORTH 43°12'48" EAST 36.09 FEET; THENCE SOUTH 89°52'55" EAST 106.17 FEET, PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF BOUNDARY LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 9302080699);

PARCEL B :

A NON EXCLUSIVE EASEMENT AS CREATED UNDER RECORDING NO 9301110127.

Tax Parcel ID No. 0420152147



SP 78-291

SP
2005-04-01-5005

SP 86-08-22-0299

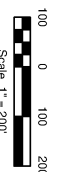
L-1

L-2

6-056

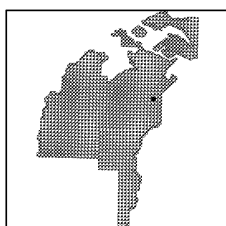
6-057

WATER EASE



Washington State Plane Feet, South Zone
Datum: NAD83 91

0420094	0420103	0420104
0420161	0420152	0420151
0420164	0420153	0420154



DATE OF PRODUCTION: 01/15/2019
MAP NUMBER: 0420152



Pierce County
Assessor-Treasurer
2401 South 35th St., Box 142
Tacoma, Washington 98409

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. Orthophotos and other data may not align. The County assumes no liability for reliance on this map. THIS MAP IS PROVIDED AS IS AND WITHOUT EXPRESSLY PROVIDED AS IS AND WITHOUT ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

Legend

- Railroad
- Measurement Line
- Private Road
- Public ROW
- Hydrographic
- Encumbrance
- Condominium
- Large Lot
- Record of Survey
- Spot Plot
- Paid
- PASS Boundaries
- City Limits





Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
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Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

9302080699

BK 854 PG 2625

DECLARATION OF BOUNDARY LINE REVISION

WHEREAS, the parties executing this document are the owners of the following described properties in Pierce County, Washington, to-wit:

Parcel 'A'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision, thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 113.07 feet, to the East line of the West 24 rods of said North half; thence S 00°37'30"E, parallel with the West line of said North half, 194.00 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road, to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

Except the North 30 feet, thereof for 36th Street East.

Together with and subject to easements of record, if any.

Situate in the County of Pierce, State of Washington.

Parcel 'B'

The West half of the North half of the East 16 rods of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M.,

Except that portion, if any, lying within the West 24 rods of said subdivision;

Also Except the South 330 feet of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 15;

Also Except the North 30 feet, thereof for 36th Street East.

Together with and subject to easements of record, if any.

Situate in the County of Pierce, State of Washington.

WHEREAS, the foregoing described properties have common boundaries as shown on attached Legal Description Exhibit Map and

WHEREAS, the Pierce County Subdivision Code, Chapter 67.02.010(6) has provisions to allow for adjusting boundary lines between contiguous properties.

NOW THEREFORE, in consideration of the mutual benefits to the foregoing described properties, the parties do for themselves, their heirs and assigns, revise the boundary line of each parcel, with the boundaries to be as shown on attached Legal Description Exhibit Map and described as follows:

Parcel 'A'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 244.12 feet, to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half; thence N 89°52'55" W 106.17 feet, parallel with the South line of said North half; thence S 43°12'48" W 36.09 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet, to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

1 of 4

LAWSON TAX FORMER DATE

FEB - 6 1993

9302080699

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

BK11854862626

Except the North 30 feet, thereof for 36th Street East.
Subject to a 30 foot ingress, egress and utilities easement across the East 30 feet thereof, per A.F.N. 9301110127.

Situate in the County of Pierce, State of Washington.

Parcel 'B'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 527.08 feet, along the North line of said subdivision to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half to the True Point of Beginning; thence continuing S 00°39'33" E 150.81 feet to the North line of the South 330 feet of said subdivision; thence N 89°52'55" W 131.26 feet, along the North line of said South 330 feet to the East line of the West 24 rods of said subdivision; thence N 00°37'30" W 124.45 feet, along the East line of said West 24 rods; thence N 43°12'48" E 36.09 feet; thence S 89°52'55" E 106.17 feet, parallel with the South line of said subdivision to the True Point of Beginning.

Together with and subject to easements of record, if any, A.F.N. 9301110127.

Situate in the County of Pierce, State of Washington.

IN WITNESS WHEREOF, said parties hereto have caused this instrument to be executed this 9th day of January, 1993.

Merrill D. Barker
Wilma K. Barker

93 FEB -8 PM 3:43
RECORDED
CATHY PERSALL STERN
AUCTIONEER OF WASH.

STATE OF WASHINGTON }
PIERCE COUNTY } ss.

On this day personally appeared before me Merrill D. and Wilma K. Barker to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the purpose therein mentioned.

GIVEN UNDER my hand and official seal this 9th day of January, 1993.

Scott L. Thomas
NOTARY PUBLIC, in and for the State of
Washington, residing at Puyallup

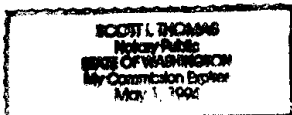
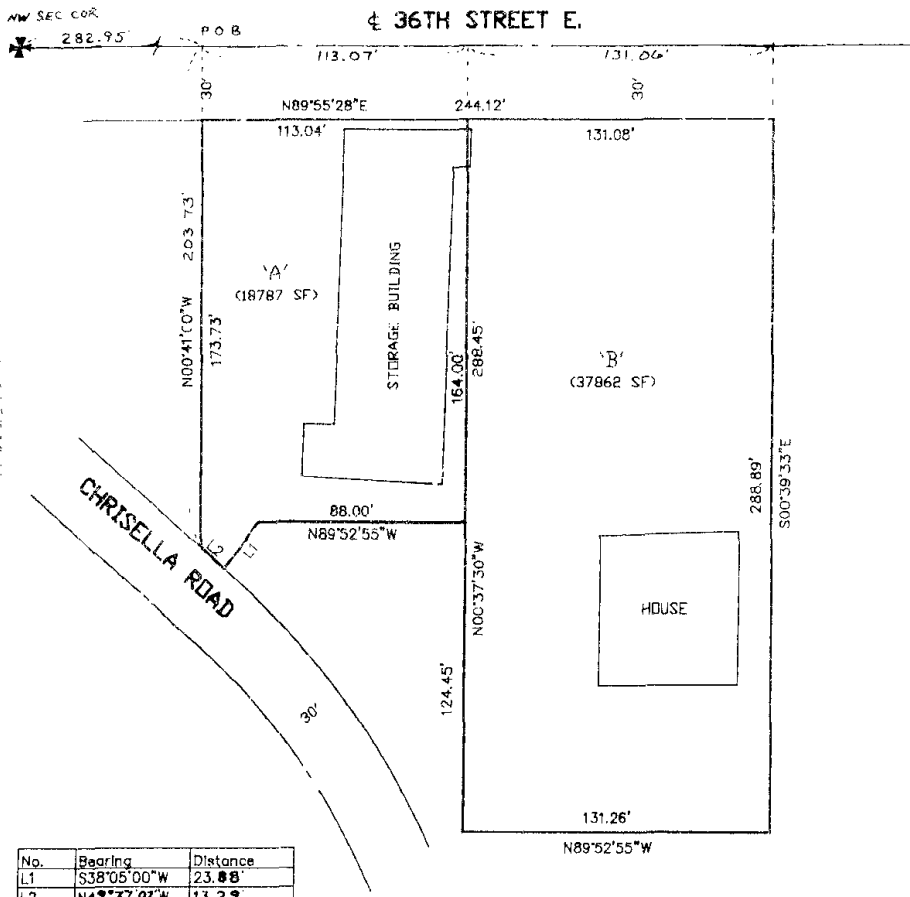


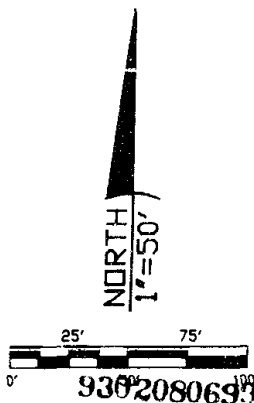
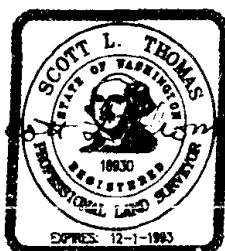
EXHIBIT 'A'

ORIGINAL LOTS

BK 0854 PG 2627



No.	Bearing	Distance
L1	S38°05'00\"W	23.88
L2	N49°37'02\"W	13.29

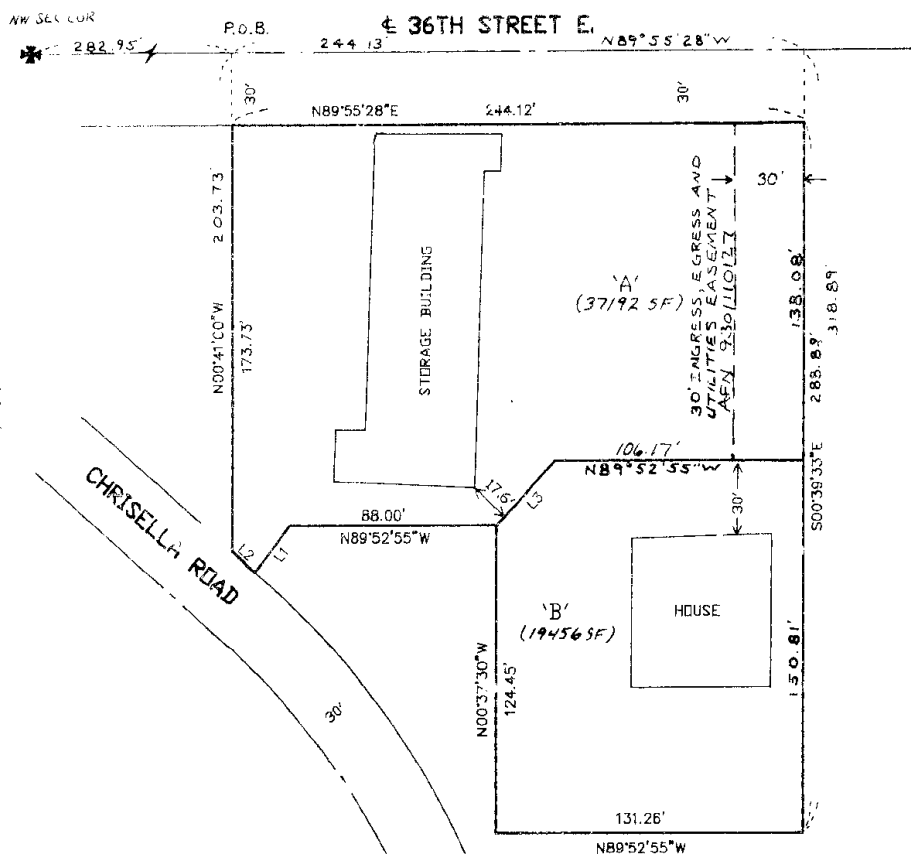


THOMAS LAND SURVEYING
11309 46TH STREET EAST
PUYALLUP, WA 98372
PHONE 863-2321

EXHIBIT 'A'

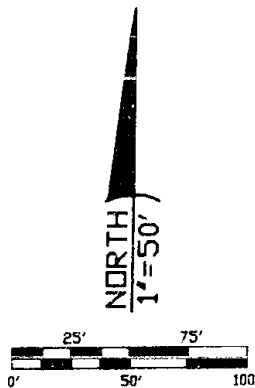
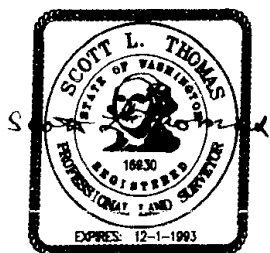
REVISED LOTS

BK 0854 PG 2628



No.	Bearing	Distance
L1	S38°05'00"W	23.88
L2	N49°37'02"W	13.29
L3	N43°12'48"E	36.09

02100 Jun 26, 93



THOMAS LAND SURVEYING
11309 46TH STREET EAST
PUYALLUP, WA 98372
PHONE 863-2321

9302080699

201809120480 PPRICE 3 PGS
 09/12/2018 02:44:49 PM \$101.00
 AUDITOR, Pierce County, WASHINGTON

When recorded return to:
 Sadler/Barnard and Assoc. Inc.
 717 West Stewart
 Puyallup, WA 98371

Ingress, Egress & Utilities Easement

Belen Morales, a single person, the Grantor and owner of that parcel of real estate more fully described as Parcel "A" in EXHIBIT "A", hereby grants and conveys to FOUNTAIN INVESTMENT LLC, a Washington Limited Liability Company, the Grantees and owners of that parcel of real estate described as Parcel "B" in EXHIBIT "A", then right, privilege and authority to construct, improve, repair and maintain an easement for ingress, egress & utilities across, over, under and upon that portion of said Parcel "A" described as follows:

Beginning at the southwest corner of said parcel "A";

Thence North 00°37'30" West along the East Line of said parcel "A", a distance of 5.79 feet;

Thence South 46°36'22" West to a point on the South Line of said parcel "A", a distance of 8.42 feet;

Thence South 89°58'43" East along said south line, a distance of 6.18 feet to the point of Beginning.

The Grantee, their heirs, successors and assigns, shall be responsible for the maintenance of said ingress, egress & utilities easement and all cost related to said maintenance. Maintenance shall include, but not limited to, road surfacing, shoulders, gates, signs, storm drainage facilities, water lines and vegetation control.

The covenants herein contained shall run with the land and are binding upon all subsequent owner(s) thereof. This agreement is enforceable by any property owner served by this access.

EXCISE TAX EXEMPT DATE 9/12/18
 Pierce County
 By *Pam Price* Auth. Sig.

IN WITNESS WHEREOF, the said Grantor has executed this instrument

this 5th day of JULY, 2018

Belen Morales
Belen Morales

STATE OF WASHINGTON)
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Belen Morales is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER my hand and Official seal this 5th day of JULY, 2018.



[Signature]
NOTARY PUBLIC, in and for the State of
Washington, residing at SHAMNER, WA
My commission expires MAY 1, 2022

Page 2 of 3

Ingress & Egress Easement, Page 3 of 3

EXHIBIT A

PARCEL "A"

Beginning 396 feet East and 194 feet South of the Northwest corner of the Southwest quarter of the Northwest quarter of section 15, Township 20 North, Range 4 East of the Willamette Meridian;
Thence South 136 feet;
Thence West 19.43 feet to East boundary of Christenson-Gardella County Road;
Thence North 34 degrees 23 minutes West along road 116.78 feet;
Thence North 51 degrees 57 minutes West 26.8 feet;
Thence North 38 degrees 40 minutes East 29.59 feet;
Thence East 88 feet to the Point Of beginning.
Except County Road.
Situate in the County of Pierce, State of Washington.

PARCEL "B"

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., in Pierce County, Washington, described as follows:
Commencing at the Northwest corner of said subdivision;
Thence North 89°55'29" East 527.08 feet along the North line of said subdivision to the East line of the West half of the East 16 rods of said subdivision;
Thence South 00°39'33" East 168.08 feet along the East line of said West half to the True Point of Beginning;
Thence continuing South 00°39'33" East 150.81 feet to the North line of the South 330 feet of said subdivision;
Thence North 89°52'55" West 131.26 feet along the North line of said South 330 feet to the East line of the West 24 rods of said subdivision;
Thence North 00°37'30" West 124.45 feet along said East line of said West 24 rods;
Thence North 43°12'48" East, 36.09 feet;
Thence South 89°52'55" East 106.17 feet, parallel with the South line of said subdivision to the True Point of Beginning;

Together with an easement for ingress, egress and utilities as granted in instrument recorded under recording no. 9301110127;
(Also known as Revised Parcel B of Declaration of Boundary Line Revision recorded under recording no. 9302080699)
Situate in the County of Pierce, State of Washington.

9302080699
DECLARATION OF BOUNDARY LINE REVISION

BK 854 PG 2625

WHEREAS, the parties executing this document are the owners of the following described properties in Pierce County, Washington, to-wit:

Parcel 'A'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision, thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 113.07 feet, to the East line of the West 24 rods of said North half; thence S 00°37'30"E, parallel with the West line of said North half, 194.00 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road, to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

Except the North 30 feet, thereof for 36th Street East.

Together with and subject to easements of record, if any.

Situate in the County of Pierce, State of Washington.

Parcel 'B'

The West half of the North half of the East 16 rods of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M.,

Except that portion, if any, lying within the West 24 rods of said subdivision;

Also Except the South 330 feet of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 15;

Also Except the North 30 feet, thereof for 36th Street East.

Together with and subject to easements of record, if any.

Situate in the County of Pierce, State of Washington.

WHEREAS, the foregoing described properties have common boundaries as shown on attached Legal Description Exhibit Map and

WHEREAS, the Pierce County Subdivision Code, Chapter 67.02.010(6) has provisions to allow for adjusting boundary lines between contiguous properties.

NOW THEREFORE, in consideration of the mutual benefits to the foregoing described properties, the parties do for themselves, their heirs and assigns, revise the boundary line of each parcel, with the boundaries to be as shown on attached Legal Description Exhibit Map and described as follows:

Parcel 'A'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 244.12 feet, to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half; thence N 89°52'55" W 106.17 feet, parallel with the South line of said North half; thence S 43°12'48" W 36.09 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet, to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

1 of 4

EXCISE TAX EXEMPT DATE

FEB - 6 1993

9302080699

BK11854862626

Except the North 30 feet, thereof for 36th Street East.
Subject to a 30 foot ingress, egress and utilities easement across the East 30 feet thereof, per A.F.N. 9301110127.

Situate in the County of Pierce, State of Washington.

Parcel 'B'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 527.08 feet, along the North line of said subdivision to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half to the True Point of Beginning; thence continuing S 00°39'33" E 150.81 feet to the North line of the South 330 feet of said subdivision; thence N 89°52'55" W 131.26 feet, along the North line of said South 330 feet to the East line of the West 24 rods of said subdivision; thence N 00°37'30" W 124.45 feet, along the East line of said West 24 rods; thence N 43°12'48" E 36.09 feet; thence S 89°52'55" E 106.17 feet, parallel with the South line of said subdivision to the True Point of Beginning.

Together with and subject to easements of record, if any, A.F.N. 9301110127.

Situate in the County of Pierce, State of Washington.

IN WITNESS WHEREOF, said parties hereto have caused this instrument to be executed this 9th day of January, 1993.

Merrill D. Barker
Wilma K. Barker

93 FEB -8 PM 3:43
RECORDED
CARY PERKINS, STERN
AUCTIONEER OF WASH.

STATE OF WASHINGTON }
PIERCE COUNTY } ss.

On this day personally appeared before me Merrill D. and Wilma K. Barker to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the purpose therein mentioned.

GIVEN UNDER my hand and official seal this 9th day of January, 1993.

Scott L. Thomas
NOTARY PUBLIC, in and for the State of
Washington, residing at Puyallup

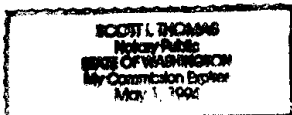
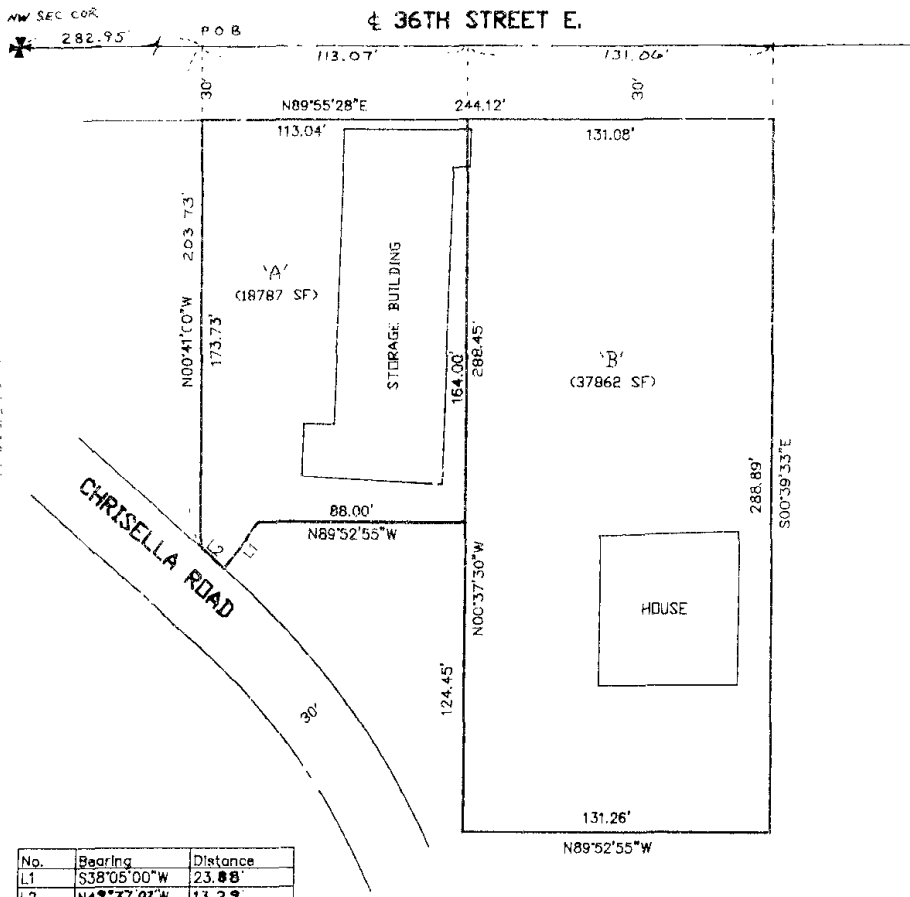


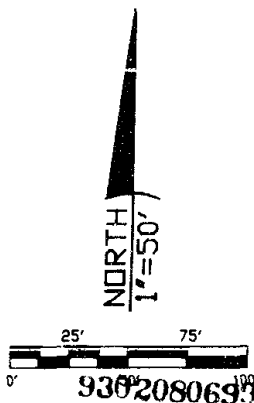
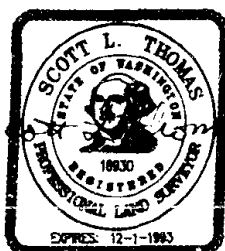
EXHIBIT 'A'

ORIGINAL LOTS

BK 0854 PG 2627



No.	Bearing	Distance
L1	S38°05'00\"W	23.88
L2	N49°37'02\"W	13.29



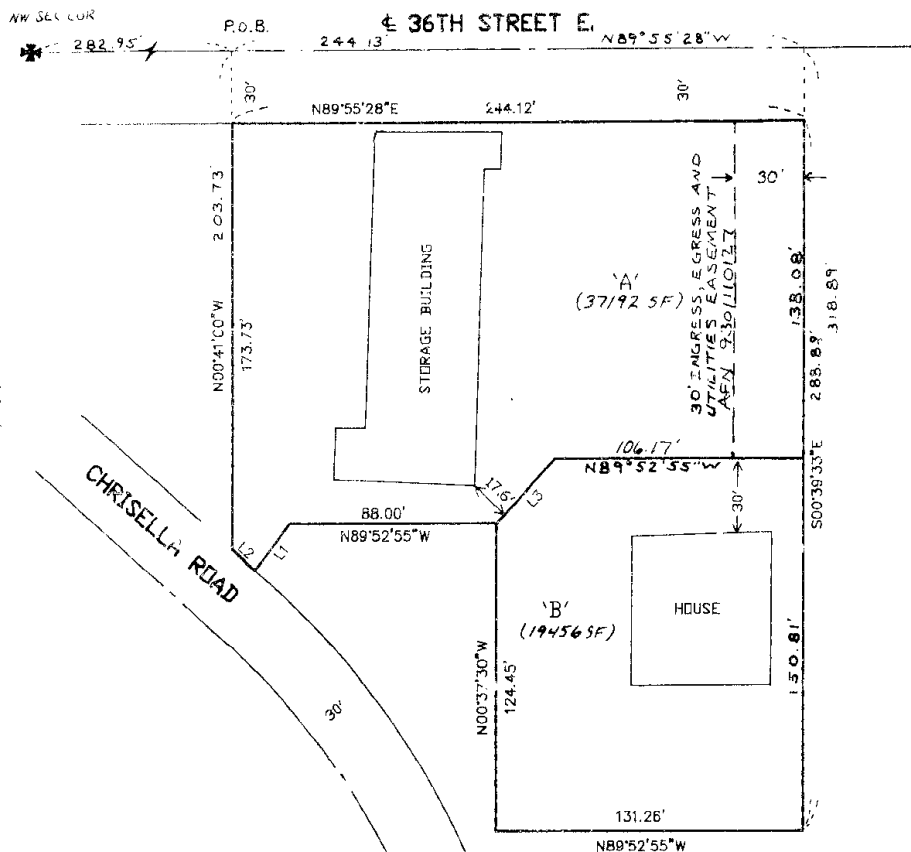
THOMAS LAND SURVEYING
11309 46TH STREET EAST
PUYALLUP, WA 98372
PHONE 863-2321

3 OF 4

EXHIBIT 'A'

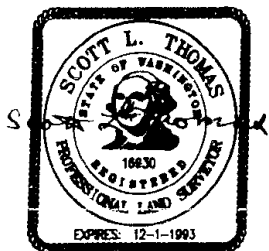
REVISED LOTS

BK 0854 PG 2628



No.	Bearing	Distance
L1	S38°05'00"W	23.88
L2	N49°37'02"W	13.29
L3	N43°12'48"E	36.09

02100 Jun 26, 93



THOMAS LAND SURVEYING
11309 46TH STREET EAST
PUYALLUP, WA 98372
PHONE 863-2321

9302080699

93011101271

BK11846PG3181

EASEMENT
(Individual form)

For a valuable consideration, receipt of which is hereby acknowledged the Grantor Merril D. Barker and Wilma K. Barker, husband and wife hereby grants and conveys to the Grantee Merril D. Barker and Wilma K. Barker, husband and wife his successors and assigns, the right, privilege and authority to use for Ingress, Egress and Utilities the following described property:

The East 30 foot of that portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 244.12 feet, to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half; thence N 89°52'55" W 106.17 feet, parallel with the South line of said North half; thence S 43°12'48" W 36.09 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet, to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

Except the North 30 feet, thereof for 36th Street East. JAN 11 1993
Situate in the County of Pierce, State of Washington. Pierce County

By Ed Murray Atty. St.

(This 30' Easement is to revise and supersede that easement recorded under A.F.N. 9212290610 due to an error in the legal description.)

Dated this 9th day of January, 1993.

Merril Barker
Wilma K. Barker

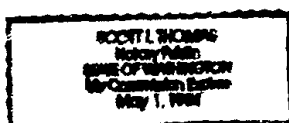
State of Washington)

) ss.

County of Pierce)

On this day personally appeared before me Merril D. and Wilma K. Barker to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same and their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of January, 1993



Scott L. Thomas
Notary Public in and for the State of
Washington, residing at Puyallup

JAN 11 AM 10:34
93

9301110127

3
RECORDED BY
RAINIER TITLE

ORDER # 716493RT

WHEN RECORDED RETURN TO:
Name: Fountain Investment, LLC
Address: 18114 NE 91st Place
Redmond, WA 98052

201708311296 LPATTER 9 PGS
08/31/2017 04:04:20 PM \$82.00
AUDITOR, Pierce County, WASHINGTON

Escrow Number: 716493RT
Filed for Record at Request of: *Rainier Title, LLC*

STATUTORY WARRANTY DEED

THE GRANTOR(S), Randy D. Barker, Larry L. Barker, Karen J. Nunn, David C. Barker and Ronald K. Barker, each as their separate estates, The Heirs at Law of the Estate of Merrill D Barker, for and in consideration of Ten dollars and Zero cents (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to Fountain Investment, LLC the following described real estate, situated in the County of Pierce, State of Washington:

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., in Pierce County, Washington, described as follows:

Commencing at the Northwest corner of said subdivision;
Thence North 89°55'29" East 527.08 feet along the North line of said subdivision to the East line of the West half of the East 16 rods of said subdivision;
Thence South 00°39'33" East 168.08 feet along the East line of said West half to the True Point of Beginning;
Thence continuing South 00°39'33" East 150.81 feet to the North line of the South 330 feet of said subdivision;
Thence North 89°52'55" West 131.26 feet along the North line of said South 330 feet to the East line of the West 24 rods of said subdivision;
Thence North 00°37'30" West 124.45 feet along the East line of said West 24 rods;
Thence North 43°12'48" East, 36.09 feet;
Thence South 89°52'55" East 106.17 feet, parallel with the South line of said subdivision to the True Point of Beginning;

Together with an easement for ingress, egress and utilities as granted in instrument recorded under recording no. 9301110127;

(Also known as Revised Parcel B of Declaration of Boundary Line Revision recorded under recording no. 9302080699)

Situate in the County of Pierce, State of Washington.

Signature and Notary follow on next page

LPB 10-05 (i-l)

08/31/2017 02:02:50 PM PPRICE 4443250 2 PGS
EXCISE COLLECTED: \$3,560.00 PROC FEE: \$0.00
AUDITOR
Pierce County, WASHINGTON TECH FEE: \$5.00

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Abbreviated Legal: Parcel B, DLBR No. 9302080699

Tax Parcel Number(s): 042015-214-7

Grantee herein is prohibited from the conveying captioned property for any sales price for a period of 30 days from the date of these deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$\$240,000.00 (120% of short sale price) until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.

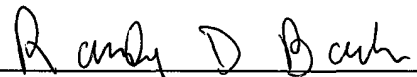
IM

I.M.

Signature and Notary follow on next page

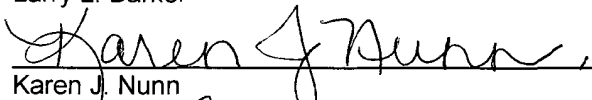
LPB 10-05 (i-l)

Dated: 8/16/17



Randy D. Barker

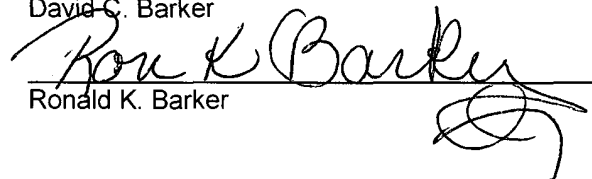
Larry L. Barker



Karen J. Nunn



David C. Barker



Ronald K. Barker

Signature and Notary follow on next page

LPB 10-05 (i-l)

Dated: 8/16/17

Randy D. Barker

Larry L. Barker

Karen J. Nunn

David C. Barker

Ronald K. Barker

Signature and Notary follow on next page

LPB 10-05 (i-l)

This page is attached to and made a part of the Statutory Warranty Deed

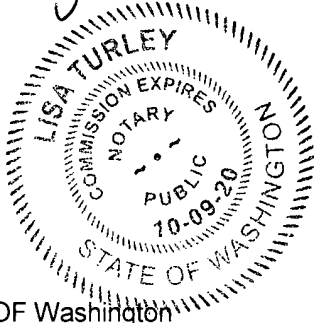
STATE OF Washington

SS.

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that **Randy D. Barker** is/are the person(s) who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 22, 2017



Lisa Turley
 Name: Lisa Turley
 Notary Public in the State of Washington
 Residing in Philly
 My Commission Expires: 10-09-20

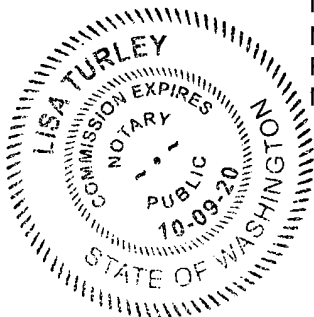
STATE OF Washington

SS.

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that **Karen J. Nunn** is/are the person(s) who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 18, 2017



Lisa Turley
 Name: Lisa Turley
 Notary Public in the State of Washington
 Residing in Philly
 My Commission Expires: 10-09-20

LPB 10-05 (i-l)

This page is attached to and made a part of the Statutory Warranty Deed

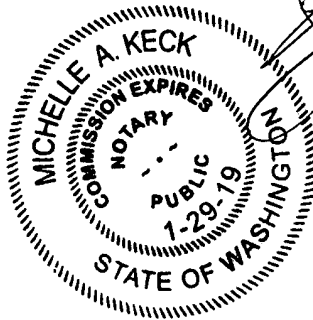
STATE OF Washington

SS.

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that **David C. Barker** is/are the person(s) who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Aug 29 2017



Name: Michelle A. Keck
Notary Public in the State of WA
Residing in Puyallup
My Commission Expires: 1-29-2019

STATE OF Washington

SS.

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that **Ronald K. Barker** is/are the person(s) who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Aug 17 2017



Name: Jennifer Gradin
Notary Public in the State of WA
Residing in Puyallup
My Commission Expires: 10/19/17

LPB 10-05 (i-l)

This page is attached to and made a part of the Statutory Warranty Deed

STATE OF California

SS.

COUNTY OF

I certify that I know or have satisfactory evidence that **Larry L. Barker** is/are the person(s) who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, _____

Name:

Notary Public in the State of

Residing in

My Commission Expires:

See Attached

LPB 10-05 (i-l)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On 8-17-2017 before me, Katherine L. Freitas-Short
(insert name and title of the officer)

personally appeared Larry Barker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katherine L. Freitas-Short (Seal)

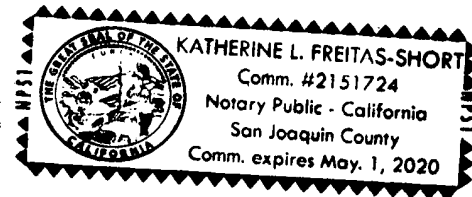


Exhibit A

Subject To:

1. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the declaration of boundary line revision recorded under Recording No. 9302080699.

2. Matters set forth by survey:
Recorded: May 13, 2005
Recording No.: 200505135003

A) Fence lines do not conform to Easterly property line of record

Any loss or damage resulting from any encroachment of perimeter fences, perimeter walls and/or plantings of any nature onto or off of the subject property.

Any rights, interests or claims that may exist or arise by reason of the above matter(s). No coverage shall be afforded for this matter or matters of the Covered Risks of the Homeowner's policy to issue.

3. Matters set forth by survey:
Recorded: March 17, 2008
Recording No.: 200803175005

A) Fence lines do not conform to Southerly and Westerly property lines of record

Any loss or damage resulting from any encroachment of perimeter fences, perimeter walls and/or plantings of any nature onto or off of the subject property.

Any rights, interests or claims that may exist or arise by reason of the above matter(s). No coverage shall be afforded for this matter or matters of the Covered Risks of the Homeowner's policy to issue.

4. Possible unrecorded easement for access along the Southwest boundary of said premises over the adjoining property to Chrisella Road E.
5. Possible unrecorded utility easement for water meter onto adjoining property.

End of Exhibit A

LPB 10-05 (i-l)

9302080699

BK 854 PG 2625

DECLARATION OF BOUNDARY LINE REVISION

WHEREAS, the parties executing this document are the owners of the following described properties in Pierce County, Washington, to-wit:

Parcel 'A'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision, thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 113.07 feet, to the East line of the West 24 rods of said North half; thence S 00°37'30"E, parallel with the West line of said North half, 194.00 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road, to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

Except the North 30 feet, thereof for 36th Street East.

Together with and subject to easements of record, if any.

Situate in the County of Pierce, State of Washington.

Parcel 'B'

The West half of the North half of the East 16 rods of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M.,

Except that portion, if any, lying within the West 24 rods of said subdivision;

Also Except the South 330 feet of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 15;

Also Except the North 30 feet, thereof for 36th Street East.

Together with and subject to easements of record, if any.

Situate in the County of Pierce, State of Washington.

WHEREAS, the foregoing described properties have common boundaries as shown on attached Legal Description Exhibit Map and

WHEREAS, the Pierce County Subdivision Code, Chapter 67.02.010(6) has provisions to allow for adjusting boundary lines between contiguous properties.

NOW THEREFORE, in consideration of the mutual benefits to the foregoing described properties, the parties do for themselves, their heirs and assigns, revise the boundary line of each parcel, with the boundaries to be as shown on attached Legal Description Exhibit Map and described as follows:

Parcel 'A'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 282.95 feet, along the North line of said subdivision to the True Point of Beginning; thence continuing N 89°55'29" E 244.12 feet, to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half; thence N 89°52'55" W 106.17 feet, parallel with the South line of said North half; thence S 43°12'48" W 36.09 feet; thence N 89°52'55" W 88.00 feet, parallel with the South line of said North half; thence S 38°05'00" W 23.88 feet, to the Northeasterly margin of Chrisella Road; thence N 49°37'02" W 13.29 feet, along the Northeasterly margin of said Chrisella Road to a point which bears S 00°41'00" E of the True Point of Beginning; thence N 00°41'00" W 203.73 feet to the True Point of Beginning.

1 of 4

LAWSON TAX FORMER DATE

FEB - 6 1993

9302080699

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

BK11854862626

Except the North 30 feet, thereof for 36th Street East.
Subject to a 30 foot ingress, egress and utilities easement across the East 30 feet thereof, per A.F.N. 9301110127.

Situate in the County of Pierce, State of Washington.

Parcel 'B'

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., described as follows:

Commencing at the Northwest corner of said subdivision; thence N 89°55'29" E 527.08 feet, along the North line of said subdivision to the East line of the West half of the East 16 rods of said subdivision; thence S 00°39'33" E 168.08 feet, along the East line of said West half to the True Point of Beginning; thence continuing S 00°39'33" E 150.81 feet to the North line of the South 330 feet of said subdivision; thence N 89°52'55" W 131.26 feet, along the North line of said South 330 feet to the East line of the West 24 rods of said subdivision; thence N 00°37'30" W 124.45 feet, along the East line of said West 24 rods; thence N 43°12'48" E 36.09 feet; thence S 89°52'55" E 106.17 feet, parallel with the South line of said subdivision to the True Point of Beginning.

Together with and subject to easements of record, if any, A.F.N. 9301110127.

Situate in the County of Pierce, State of Washington.

IN WITNESS WHEREOF, said parties hereto have caused this instrument to be executed this 9th day of January, 1993.

Merrill D. Barker
Wilma K. Barker

93 FEB -8 PM 3:43
RECORDED
CATHY PERSALL STERN
AUCTIONEER OF WASH.

STATE OF WASHINGTON }
PIERCE COUNTY } ss.

On this day personally appeared before me Merrill D. and Wilma K. Barker to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the purpose therein mentioned.

GIVEN UNDER my hand and official seal this 9th day of January, 1993.

Scott L. Thomas
NOTARY PUBLIC, in and for the State of
Washington, residing at Puyallup

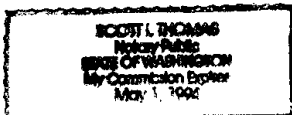
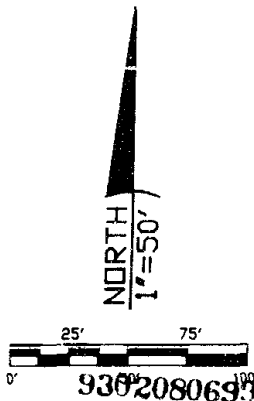
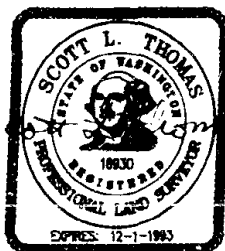
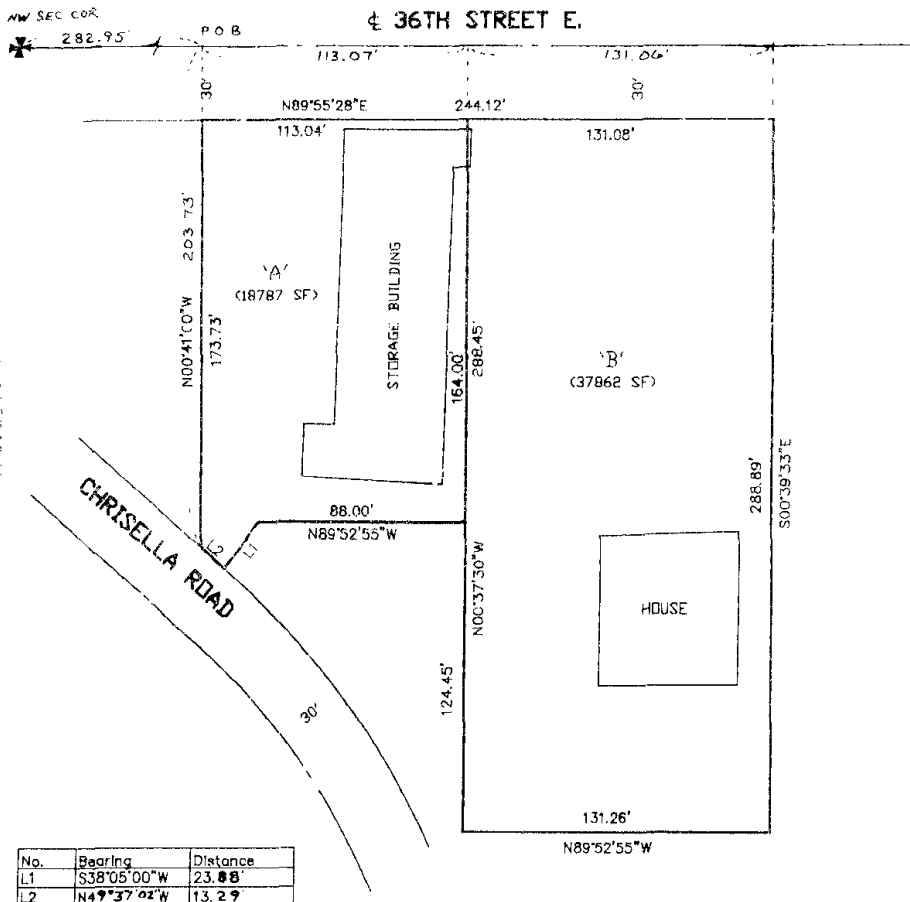


EXHIBIT 'A'

ORIGINAL LOTS

BK 0854 PG 2627



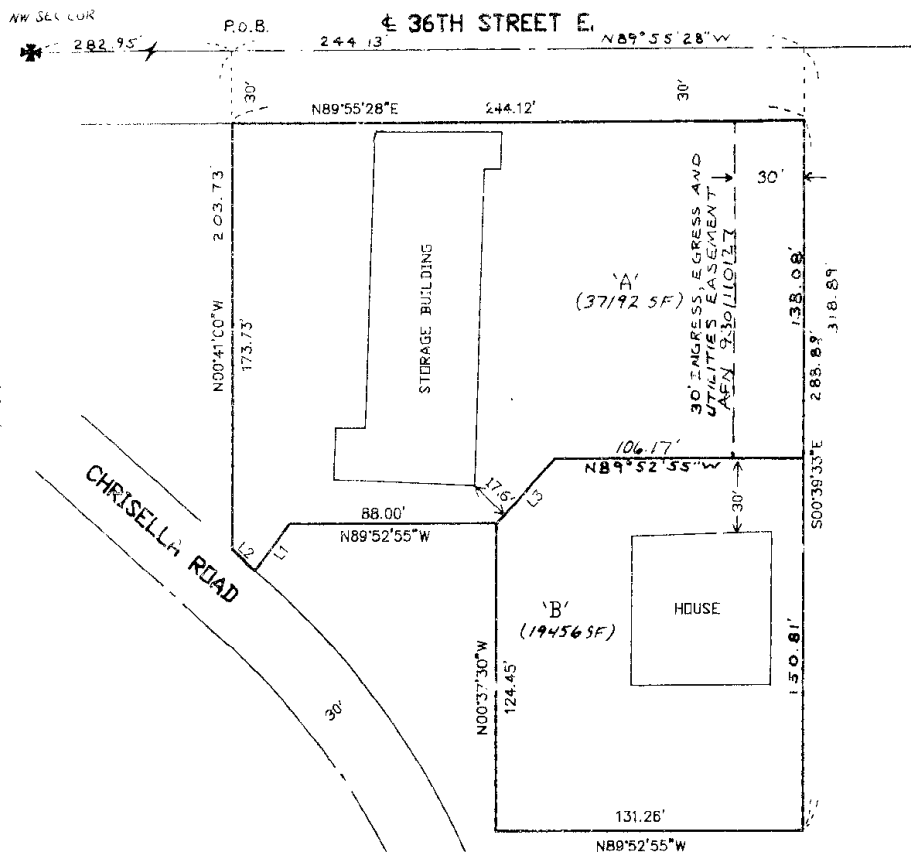
THOMAS LAND SURVEYING
11309 46TH STREET EAST
PUYALLUP, WA 98372
PHONE 863-2321

3 OF 4

EXHIBIT 'A'

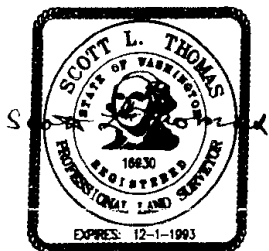
REVISED LOTS

BK 0854 PG 2628



No.	Bearing	Distance
L1	S38°05'00"W	23.88
L2	N49°37'02"W	13.29
L3	N43°12'48"E	36.09

02100 Jun 26, 93



THOMAS LAND SURVEYING
11309 46TH STREET EAST
PUYALLUP, WA 98372
PHONE 863-2321

9302080699

201809120480 PPRICE 3 PGS
 09/12/2018 02:44:49 PM \$101.00
 AUDITOR, Pierce County, WASHINGTON

When recorded return to:
 Sadler/Barnard and Assoc. Inc.
 717 West Stewart
 Puyallup, WA 98371

Ingress, Egress & Utilities Easement

Belen Morales, a single person, the Grantor and owner of that parcel of real estate more fully described as Parcel "A" in EXHIBIT "A", hereby grants and conveys to FOUNTAIN INVESTMENT LLC, a Washington Limited Liability Company, the Grantees and owners of that parcel of real estate described as Parcel "B" in EXHIBIT "A", then right, privilege and authority to construct, improve, repair and maintain an easement for ingress, egress & utilities across, over, under and upon that portion of said Parcel "A" described as follows:

Beginning at the southwest corner of said parcel "A";

Thence North 00°37'30" West along the East Line of said parcel "A", a distance of 5.79 feet;

Thence South 46°36'22" West to a point on the South Line of said parcel "A", a distance of 8.42 feet;

Thence South 89°58'43" East along said south line, a distance of 6.18 feet to the point of Beginning.

The Grantee, their heirs, successors and assigns, shall be responsible for the maintenance of said ingress, egress & utilities easement and all cost related to said maintenance. Maintenance shall include, but not limited to, road surfacing, shoulders, gates, signs, storm drainage facilities, water lines and vegetation control.

The covenants herein contained shall run with the land and are binding upon all subsequent owner(s) thereof. This agreement is enforceable by any property owner served by this access.

EXCISE TAX EXEMPT DATE 9/12/18
 Pierce County
 By *Pam Price* Auth. Sig.

IN WITNESS WHEREOF, the said Grantor has executed this instrument

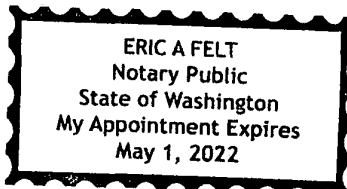
this 5th day of JULY, 2018

Belen Morales
Belen Morales

STATE OF WASHINGTON)
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Belen Morales is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER my hand and Official seal this 5th day of JULY, 2018.



[Signature]
NOTARY PUBLIC, in and for the State of
Washington, residing at SHAMNER, WA
My commission expires MAY 1, 2022

Page 2 of 3

Ingress & Egress Easement, Page 3 of 3

EXHIBIT A

PARCEL "A"

Beginning 396 feet East and 194 feet South of the Northwest corner of the Southwest quarter of the Northwest quarter of section 15, Township 20 North, Range 4 East of the Willamette Meridian;
Thence South 136 feet;
Thence West 19.43 feet to East boundary of Christenson-Gardella County Road;
Thence North 34 degrees 23 minutes West along road 116.78 feet;
Thence North 51 degrees 57 minutes West 26.8 feet;
Thence North 38 degrees 40 minutes East 29.59 feet;
Thence East 88 feet to the Point Of beginning.
Except County Road.
Situate in the County of Pierce, State of Washington.

PARCEL "B"

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 20 North, Range 4 East of the W.M., in Pierce County, Washington, described as follows:
Commencing at the Northwest corner of said subdivision;
Thence North 89°55'29" East 527.08 feet along the North line of said subdivision to the East line of the West half of the East 16 rods of said subdivision;
Thence South 00°39'33" East 168.08 feet along the East line of said West half to the True Point of Beginning;
Thence continuing South 00°39'33" East 150.81 feet to the North line of the South 330 feet of said subdivision;
Thence North 89°52'55" West 131.26 feet along the North line of said South 330 feet to the East line of the West 24 rods of said subdivision;
Thence North 00°37'30" West 124.45 feet along said East line of said West 24 rods;
Thence North 43°12'48" East, 36.09 feet;
Thence South 89°52'55" East 106.17 feet, parallel with the South line of said subdivision to the True Point of Beginning;

Together with an easement for ingress, egress and utilities as granted in instrument recorded under recording no. 9301110127;
(Also known as Revised Parcel B of Declaration of Boundary Line Revision recorded under recording no. 9302080699)
Situate in the County of Pierce, State of Washington.