#### **RESOLUTION NO. 714**

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING THE EXCHANGE OF PROPERTIES FRONTING U.P. CROSSING BETWEEN THE CITY OF UNIVERSITY PLACE AND DONALD C. HELLAND, 110-12 TACOMA AVE. NORTH, LLC, AND ELMWOOD, LLC FOR MUTUAL FRONTAGE IMPROVEMENT BENEFITS

WHEREAS, Donald C. Helland, 110-12 Tacoma Ave. North, LLC and Elmwood, LLC (hereinafter collectively referred to herein as the "Developer") are the owners of a commercial area in University Place known as UP Crossing, which is bounded by 27<sup>th</sup> Street West, Regents Boulevard and 67<sup>th</sup> Avenue West ("UP Crossing Property"); and

WHEREAS, the Developer desires to make improvements to the UP Crossing Property which will require the use of the adjacent City property along 27<sup>th</sup> Street West (27<sup>th</sup> Street Property"), which property is owned by the City; and

WHEREAS, the City desires that a sidewalk be constructed upon the City's right-of-way on Regents Boulevard from 27<sup>th</sup> to 67th; and

WHEREAS, the Developer and the City agree to a mutually beneficial transaction in which the City will convey the 27<sup>th</sup> Street Property to Developer for its desired improvements on 27<sup>th</sup>, and in exchange, the Developer will construct upon the City's right-of-way on Regents Boulevard from 27<sup>th</sup> to 67th a sidewalk and associated frontage improvements pursuant to the City's plans and specifications. After the sidewalks and frontage improvements on City's right-of-way on Regents Boulevard from 27<sup>th</sup> to 67th are complete, Developer will convey a small piece of property at the corner of Regents Boulevard and 27<sup>th</sup> to the City, and it will also convey to the City the real property of Developer located at the intersection of Regents Boulevard and 67<sup>th</sup> Avenue West (the "Corner Property");

WHEREAS, the value of the real property and work being transferred and performed by the City and Developer are of an equal aggregate value, and the Developer's proposed improvements to UP Crossing Property will benefit the City by promoting and improving economic development within the City; and

WHEREAS, the City and the Developer wish to exchange certain real property, perform certain work and otherwise develop the UP Crossing Property under the terms and conditions set forth in the Development Agreement attached hereto.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON:

- Section 1. <u>Incorporation of Recitals</u>. The recitals are hereby incorporated herein as if set forth in full.
- Section 2. <u>Legislative Determination of Consideration</u>. The Council of the City of University Place has considered the proposed transaction, including the conveyance of property by the City and the Developer and the frontage improvements to be made by Developer, all as described in the proposed transaction documents, and hereby makes a legislative determination that the consideration of the value of the real property and work being transferred and performed by the City and the Developer are of an equal aggregate value, and are sufficient and appropriate consideration for the City and the Developer.
- Section 3. <u>Approval of Form of Documents</u>. The City Council hereby approves execution of the Development Agreement and the Quit Claim Deeds in substantially the form of the documents accompanying this Resolution.

Section 4. <u>Completion of Transaction</u>. The City Manager is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of documents attached to this Resolution, and this Resolution.

Section 5. <u>Effective Date</u>. This Resolution shall be effective immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON MARCH 4, 2013.

Ken Grassi, Mayor

Guasse

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor City Attorney

#### **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is made as of this \_\_\_\_ day of January, 2013, by and between Donald C. Helland, 110-12 Tacoma Ave. North, L.L.C. and Elmwood, L.L.C. (collectively referred to hereinafter as "Developer"), and the City of University Place, a Washington municipal corporation ("City").

Whereas, the Developer is the owner of a commercial area in University Place known as UP Crossing, which is bounded by 27<sup>th</sup> Street West, Regents Boulevard and 67<sup>th</sup> Avenue West and is legally described in <a href="Exhibit A">Exhibit A</a> ("UP Crossing Property"); and

Whereas, the Developer desires to make improvements to the UP Crossing Property which will require the use of the adjacent City property along 27<sup>th</sup> Street West, which property is legally described in Exhibit B ("27<sup>th</sup> Street Property"); and

Whereas, the City desires that a sidewalk be constructed upon the City's right-of-way on Regents Boulevard from 27<sup>th</sup> to 67<sup>th</sup>; and

Whereas, the Developer proposes in consideration and exchange for the City's conveyance of the 27th Street Property to Developer, to (a) construct a sidewalk on the City's right-of-way on Regents Boulevard from 27<sup>th</sup> to 67<sup>th</sup> pursuant to the plans and specifications attached hereto as Exhibit D ("Sidewalk Work"), and (b) to permanently convey to the City for public right of way (i) the Regent's Boulevard Property described on Exhibit C, and (ii) the real property of Developer located at the intersection of Regents Boulevard and 67<sup>th</sup> Avenue West which is legally described in Exhibit E ("Corner Property"). The Regents Boulevard Property and the Corner Property are collectively referred to herein as the "Dedication Properties; and

Whereas, the value of the real property and work being transferred and performed by the parties hereto, are of an equal aggregate value, and the Developer's proposed improvements to UP Crossing Property will benefit the City by promoting and improving economic development within the City; and

Whereas, the City and the Developer wish to exchange certain real property, perform certain work and otherwise develop the UP Crossing Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. <u>Incorporation of Recitals</u>. The recitals are hereby incorporated herein as if set forth in full.

#### 2. Exchange Terms.

- (a) The City covenants and agrees as follows:
- (i) On or before Closing, the City will convey the 27th Street Property to the Developer by Quit Claim Deed in the form attached hereto as <u>Exhibit F</u>.

- (ii) Between the date of this Agreement and the Closing, the City shall not dedicate, gift, transfer, mortgage or convey any interest in the 27<sup>th</sup> Street Property.
- (iii) Immediately upon the execution hereof, the City shall use all reasonable efforts to issue before Closing the permits and other governmental approvals necessary for (a) the improvement of the UP Crossing Property, including the 27th Street Property, and (b) the performance of the Sidewalk Work ("Permits").
  - (b) The Developer covenants and agrees as follows:
- (i) On or before July 1, 2013, Developer will commence construction of the Sidewalk Work, and the Sidewalk Work, subject to delay for uncontrollable circumstances, will be substantially complete by September 30, 2013.
- (ii) Upon substantial completion of Sidewalk Work, the Developer shall execute and record the conveyance of the Dedication Properties to the City in the form attached hereto as Exhibit G.
- (iii) Real estate taxes on the 27th Street Property after the date of Closing shall be paid by Developer.
- (iv) Between the date of this Agreement and until such time as Developer has dedicated the Dedication Properties to the City, the Developer shall not dedicate, gift, transfer, mortgage or convey any interest in the Dedication Properties.
- 3. <u>Cooperation</u>. The parties hereto agree that they shall execute all documents and agreements and otherwise cooperate to effect the intent and purposes of this Agreement.
  - 4. <u>Preconditions to Closing</u>. The following shall be preconditions to Closing:
- (a) Developer shall obtain, at Developer's expense, an owner's title policy with respect to the 27th Street Property in such amount and with such exceptions as shall be satisfactory to Developer, in Developer's sole discretion.
  - (b) Developer shall have obtained from the City the Permits.
- 5. <u>Closing</u>. The closing of the transactions described herein ("Closing") shall occur within forty-five (45) days from the date of this Agreement. The parties' obligations hereunder shall immediately terminate in the event Closing fails to timely occur as described herein.
- 6. <u>No Brokers</u>. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement.

### 7. Condition of the Exchange Properties.

(a) Developer acknowledges that Developer has examined the 27th Street Property prior to entering into this Agreement. This Agreement is based upon Developer's inspection of the 27th Street Property and not upon any representation or warranties or conditions by the City. Developer acknowledges the City is conveying the 27th Street Property on an "as is" basis, without warranties or representations of any kind.

- (b) City acknowledges that it has examined the Dedication Properties prior to entering into this Agreement. This Agreement is based upon City's inspection of the Dedication Properties and not upon any representation or warranties or conditions by the Developer. City acknowledges the Developer is conveying the Dedication Properties on an "as is" basis, without warranties or representations of any kind.
- 8. <u>Default</u>. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.
- 9. <u>Assignment</u>. In the case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.
- 10. <u>Severability</u>. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 11. <u>Further Assurances</u>. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Developer and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement.
- 12. <u>Interpretations</u>. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
- 13. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by the parties.
- 14. <u>Notices</u>. Any notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the addresses stated below:

City Representative:

Stephen P. Sugg, City Manager City of University Place 3715 Bridgeport Way West, Suite B University Place, WA 98466-4456 Tel: (253) 460-2519

Developer Representative:

John D. Peranzi 117 Tacoma Avenue N., #201 Tacoma, WA 98403 Tel: (253) 272-5601

With a copy to:

Carl R. Peterson Eisenhower & Carlson, PLLC 1200 Wells Fargo Plaza 1201 Pacific Avenue Tacoma, WA 98402 Tel: (253) 572-4500

- 15. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- 16. <u>Governing Law</u>. All aspects of this Agreement shall be governed by the laws of the State of Washington with venue in Pierce County.
- 17. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.
- 18. <u>Attorneys' Fees</u>. In the event of any litigation or any other action with respect to this Agreement, the substantially prevailing party shall be entitled to recover from the other party all of its reasonable attorneys' fees and other reasonable expenses incurred in connection therewith.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of January, 2013.

	CITY OF UNIVERSITY PLACE		
Donald C. Helland	By Stephen P. Sugg City Manager		
	Approved as to form:		
110-112 Tacoma Ave. North, L.L.C.			
Ву	By		
John D. Peranzi, Manager	Steve Victor, City Attorney		
Elmwood, L.L.C.			
Ву			
John D. Peranzi Manager			

# LEGAL DESCRIPTION:

THAT PORTION OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 2 EAST W.M., LYING SOUTHEASTERLY OF REGENTS BOULEVARD, WESTERLY OF 67TH AVENUE WEST, AND NORTHERLY OF CENTER STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF SAID REGENTS BOULEVARD AND THE NORTHERLY MARGIN OF SAID CENTER STREET, SAID INTERSECTION BEING 30 FEET SOUTHEASTERLY OF THE CENTERLINE OF REGENTS BOULEVARD AND 30 FEET NORTHERLY OF THE CENTERLINE OF CENTER STREET, JISAID INTERSECTION BEING A POINT ON A CURVE WHOSE RADIUS POINT BEARS THENGE MORTH 27°59'18" WEST: THENGE MORTHEASTERLY, ALONG SAID SOUTHEASTERLY BMARGIN OF REGENTS BOULEVARD AND SAID CURVE, HAVING A RADIUS OF 603.00 THE THROUGH A CENTERAL ANGLE OF 37°39'37" AND AN ARC LENGTH OF 396.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°21'04" EAST, ALONG SAID MARGIN, 305.12 FEET, TO A POINT ON THE WESTERLY MARGIN OF 67TH AVENUE \*WEST, SAID POINT BEING 30 FEET WESTERLY OF THE CENTERLINE OF 67TH SAVENUE WEST; THENCE SOUTH 00°00'40" WEST, ALONG SAID WESTERLY MARGIN OF 67TH AVENUE WEST, 495.26 FEET, TO A MANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT IS 90 FEET NORTHERLY OF THE CENTERLINE OF SAID CENTER STREET; THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 60 FEET, THROUGH A CENTRAL ANGLE OF 23°31'23" AND SAN ARC LENGTH OF 24.63 FEET, TO A POINT WHICH IS 35 FEET WESTERLY OF THE CENTERLINE OF SAID 67TH AVENUE WEST: THENCE NORTH 00°00'40" EAST, PARALLEL WITH SAID CENTERLINE OF 67TH AVENUE WEST, 414.37 FEET, TO A STANGENT CURVE TO THE LEFT WHOSE RADIUS POINT IS 55 FEET SOUTHEASTERLY FOF SAID CENTERLINE OF REGENTS BOULEVARD; THENCE NORTHERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS 15 FEET, THROUGH A CENTRAL ANGLE OF 155°39'36" AND ARC LENGTH OF 40.75 FEET TO A POINT OF TANGENCY, SAID POINT BEING 40 FEET SOUTHEASTERLY OF SAID CENTERLINE OF REGENTS BOULEVARD: THENCE SOUTH 24-21 704" WEST, PARALLEL WITH SAID CENTERLINE OF REGENTS BOULEVARD, 201.33 FEET, TO A TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY AND PARALLEL AND CONCENTRIC WITH SAID CENTERLINE OF REGENTS BOULEVARD ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 613 FEET THROUGH A CENTRAL ANGLE OF 35°52'10" AND AN ARC LENGTH OF 383.76 FEET TO A POINT ON SAID NORTHERLY MARGIN OF CENTER STREET; THENCE SOUTH 88°52'04" WEST, ALONG SAID NORTHERLY MARGIN 21.47 FEET TO THE POINT OF BEGINNING.

#### VACATE AREA DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M. PIERCE COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, OF O.A.S. ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY, WASHINGTON.

THENCE SOUTH 89° 30' 04" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 46.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 29' 56" WEST, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF RIGHT OF WAY FOR 27<sup>TH</sup> STREET WEST;

THENCE SOUTH 89° 30' 04" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 318.18 FEET:

THENCE NORTH 00° 29' 56" EAST, A DISTANCE OF 40.39 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; SAID POINT BEING A POINT ON A CURVE WITH A RADIAL BEARING OF NORTH 33° 43' 50" WEST:

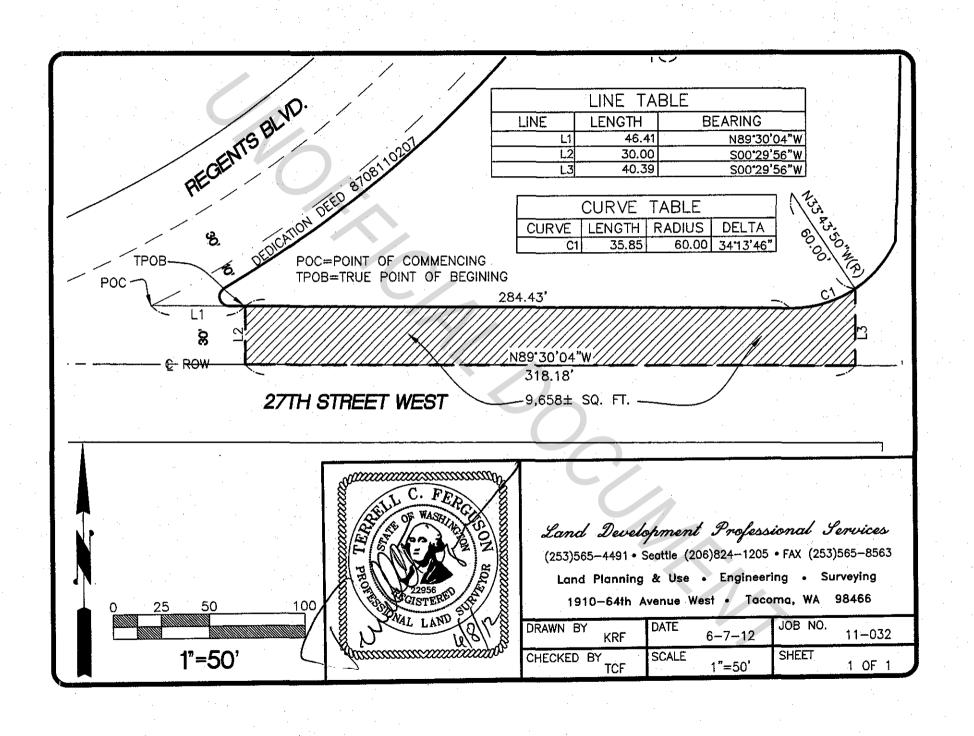
THENCE SOUTHERLY AND WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THROUGH A CENTRAL ANGLE OF 34° 13' 46"; AN ARC DISTANCE OF 35.85 FEET;

THENCE NORTH 89° 30' 04" WEST CONTINUING ALONG SAID SOUTH LINE OF LOT 13, A DISTANCE OF 284.43 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



27<sup>th</sup> Street Vacation/Parking Vacate Area Description Prepared by **BASELINE** Engineering Inc. **BEI #11-032** June 7, 2012



#### RIGHT OF WAY DEDICATION

THAT PORTION OF LOT 13, O.A.S. ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13, THENCE SOUTH 89° 30' 04" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 21.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 30' 04" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 18.97 FEET TO A POINT OF CURVATURE:

THENCE WESTERLY AND NORTHERLY ALONG A CURE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 149° 35′ 16″; AN ARC DISTANCE OF 13.05 FEET TO A POINT ON THE SOUTHERLY MARGIN LINE OF REGENTS BOULEVARD AS ESTABLISHED BY QUIT CLAIM DEED, RECORDING NUMBER 8708110207, RECORDS OF PIERCE COUNTY, WASHINGTON; SAID POINT BEING A POINT ON A CURVE WITH A RADIAL BEARING OF NORTH 29° 54′ 47″ WEST, A RADIUS OF 613.00 FEET;

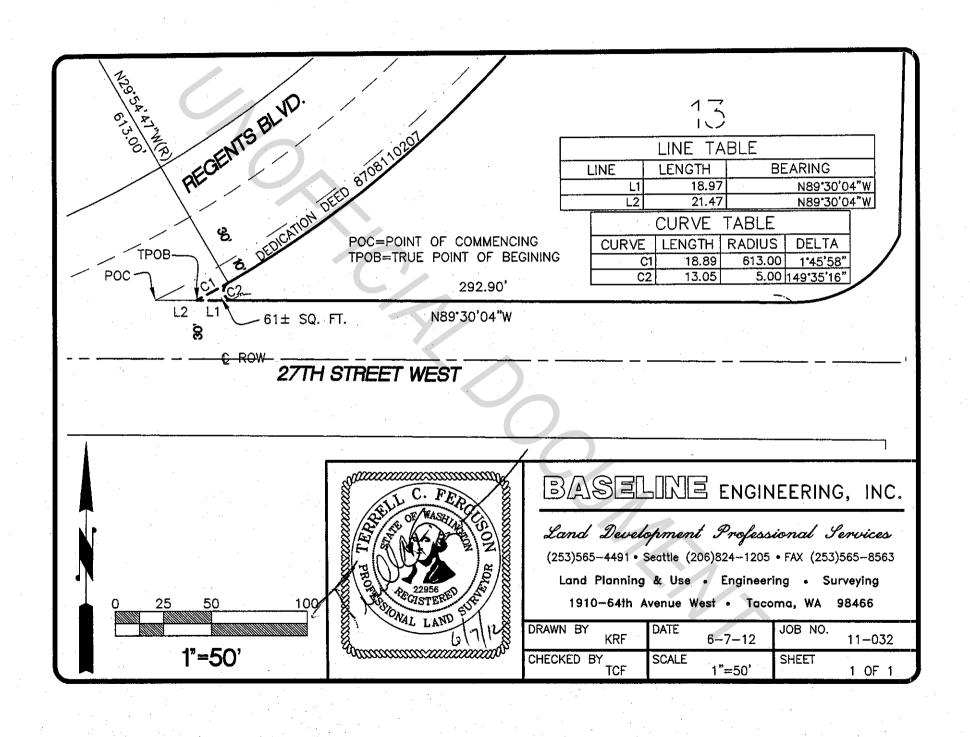
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT ALONG SAID SOUTHERLY MARGIN LINE THROUGH A CENTRAL ANGLE OF 01° 43' 58", AN ARC DISTANCE OF 18.99 FEET TO THE TRUE POINT OF BEGINNING.

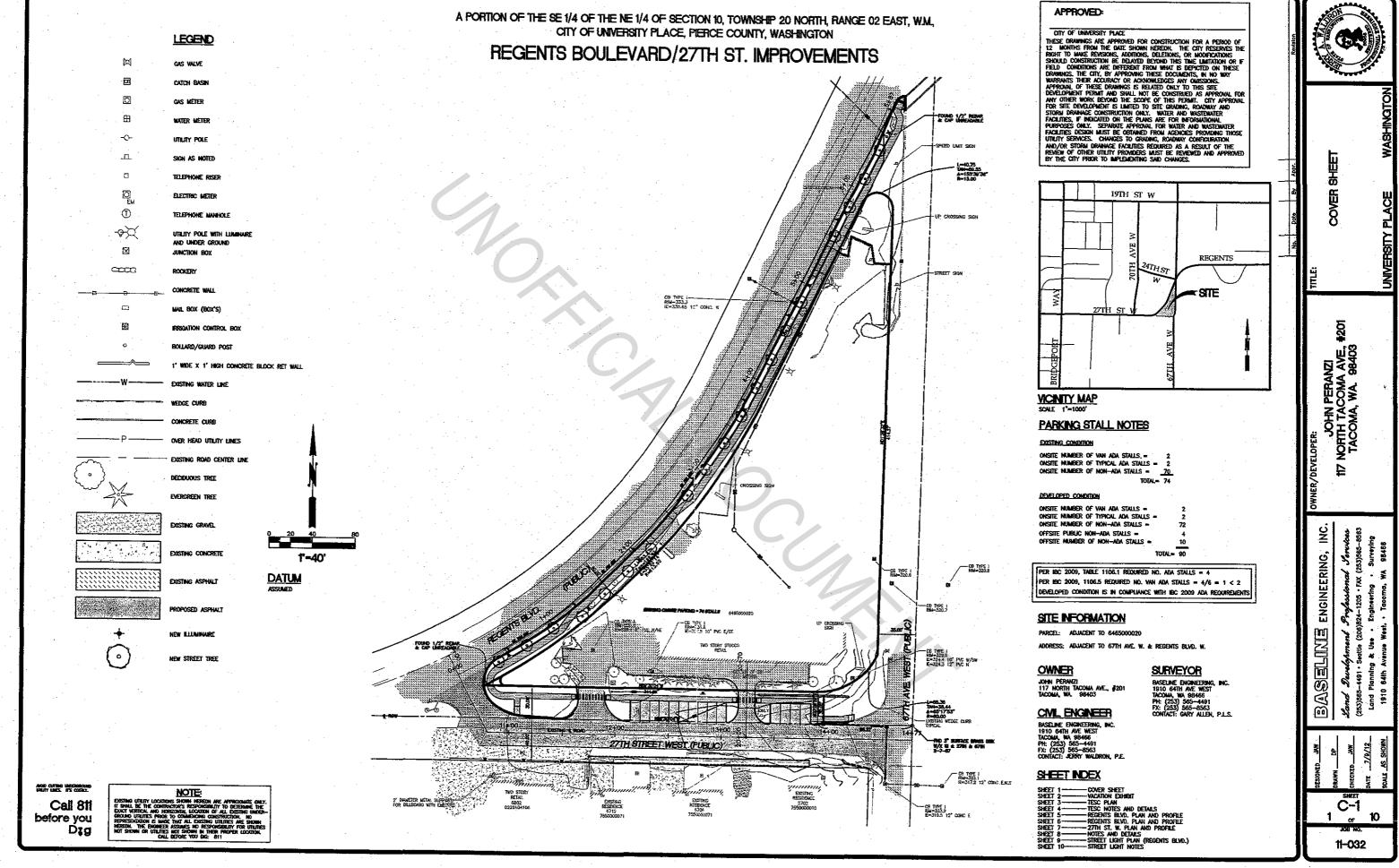
ALL SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M.; PIERCE COUNTY, WASHINGTON.

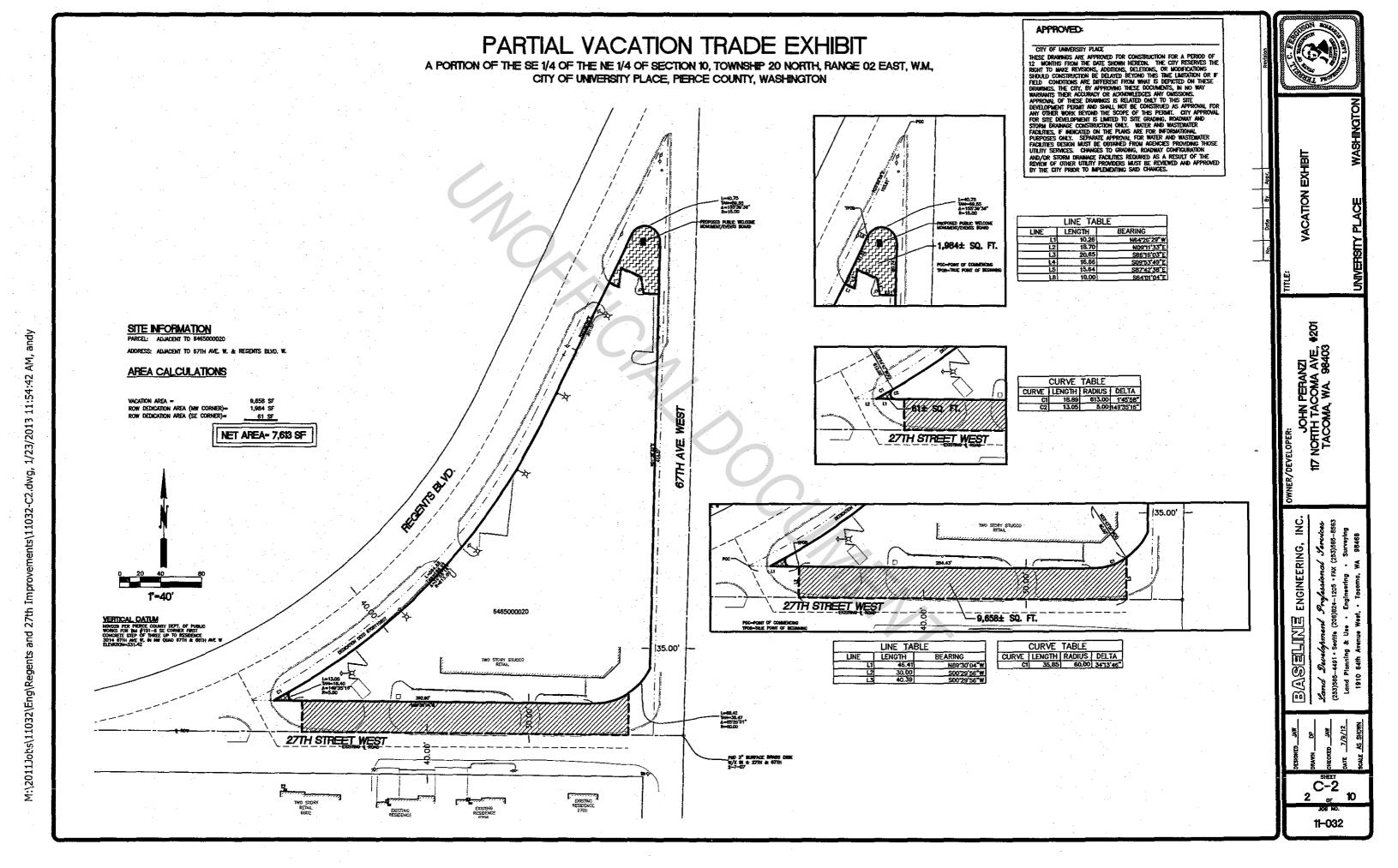
TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

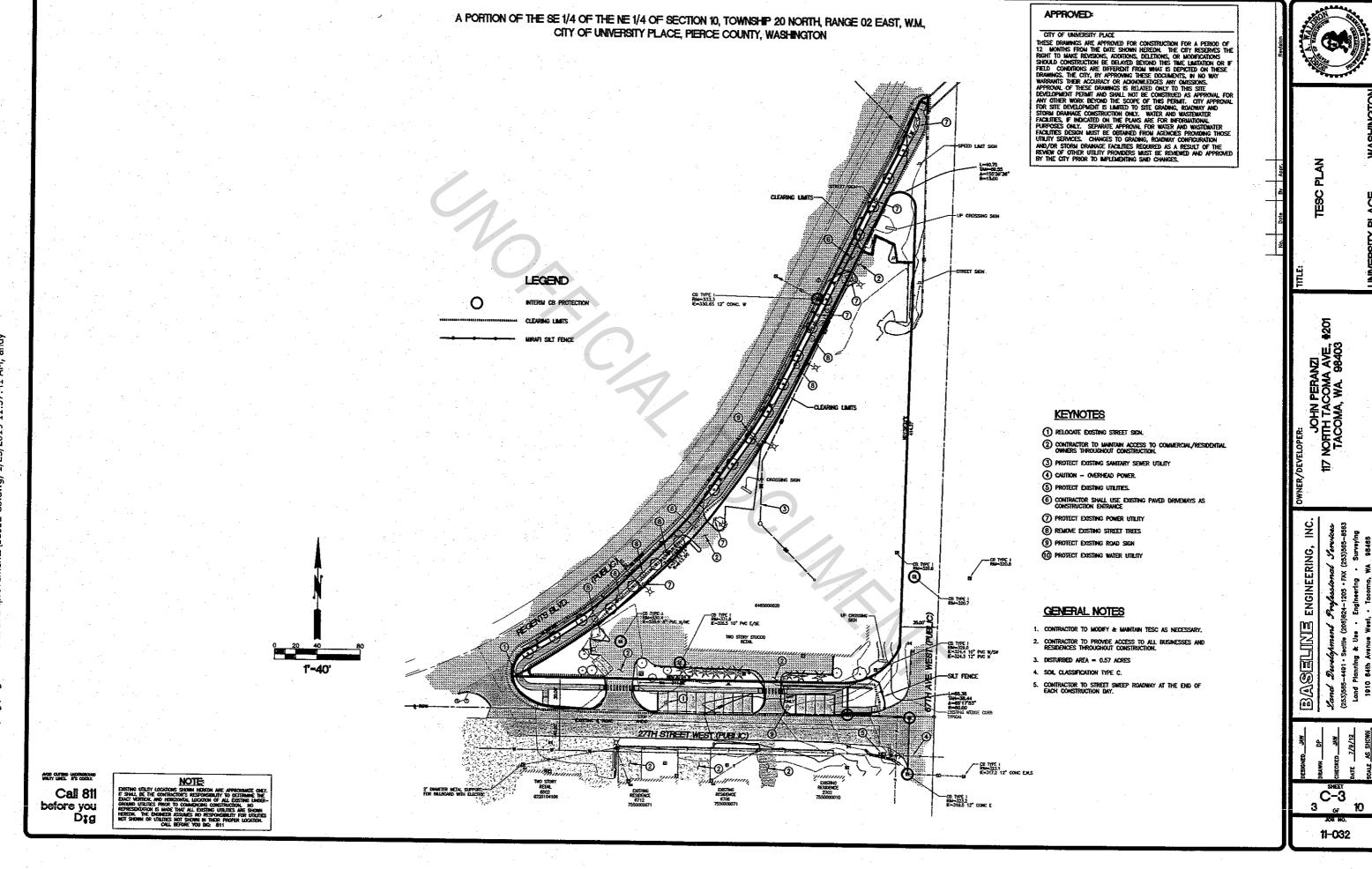


27<sup>th</sup> Street Vacation/Parking – ROW Dedication 3 Prepared by **BASELINE** Engineering Inc. **BEI #11-032** June 6, 2012









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#### A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON

#### STANDARD EROSION CONTROL AND SEDMENTATION PLAN NOTES

- APPROVAL OF THIS EROSION AND SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, retention facilities, utilities, etc.).
- The implementation of these esc plans and the construction, manifemence, replacement, and upgrading
  of these esc faculties is the responsibility of the applicant/esc supervisor until all construction is
  approved.
- THE BOUNDARIES OF THE CLEARING LILITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED BY A CONTINUOUS LENGTH OF SURVEY TAPE (OR FENCING, IF REQUIRED) PROTE TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE CLEARING LIMITS SHALL BE MAINTAINED BY THE APPLICANT/ESC SUPERVISOR FOR THE DURATION OF CONSTRUCTION.
- THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED PRIOR TO OR IN COMMUNICION WITH ALL CLEARING AND GRADING SO AS TO ENSURE THAT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, DRAMAGE SYSTEMS, AND ADJACENT PROPERTIES IS MINIMIZED.
- THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMAL REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS, DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND MODIFIED (E.G., ADDITIONAL SUMP PUMP'S, RELOCATION OF DITCHES AND SILT FENCES, ETC.) TO ACCOUNT FOR CHAMENIS SITE CONDITIONS TO PROTECT ADMICENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, OR STORM DRAINAGE SYSTEMS.
- THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/ESC SUPERVISOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTIONING, WRITTEN RECORDS SHALL BE KEPT OF WEBIQLY REVIEWS OF THE ESC FACILITIES DURING THE WET SEASON (OCT. 1 TO APRIL 30) AND OF MONTHLY REVIEWS DURING THE DRY SEASON (MAY 1 TO
- ANY AREAS OF EXPOSED SOILS, INCLUDING ROADWAY EMBANKMENTS, THAT WILL NOT BE DISTURBED FOR TWO DAYS DURING THE DRY SEASON SHALL BE IMMEDIATELY STABILIZED WITH THE APPROVED ESC METHODS (E.G., SEEDING, MULCHING, PLASTIC COVERING, ETC.).
- ANY AREA NEEDING ESC MEASURES THAT DO NOT REQUIRE MANEDATE ATTENTION SHALL BE ADDRESSED WITHIN 15
- THE ESC FACILITIES ON BRACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN 48 HOURS FOLLOWING A STORM EVENT.
- 10. At no time shall more than one (1) foot of sedment be allowed to accumulate within a catch basik. All catch basins and conveyance lines shall be cleaned prior to paying. The cleaning operation shall not flush sedment—laden water into the downstream system.
- STABILIZED CONSTRUCTION ENTRANCES AND ROADS SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES, SUCH AS WASH PADS, MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
- 12. ANY PERMANENT FLOW CONTROL FACULTY USED AS A TEMPORARY SETTLING BUSIN SHALL BE MODIFIED WITH THE NECESSARY EROSION CONTROL MEASURES AND SHALL PROVADE ADEQUATE STORAGE CAPACITY. IF THE FACULTY IS TO FUNCTION METHATELY AS AN INFERTATION SYSTEM, THE TEMPORARY FACULTY MIST BE GRADED SO THAT THE BOTTOM AND SIDES ARE AT LEAST THREE FEET ABOVE THE FINAL GRADE OF THE PERMANENT FACULTY.
- WHERE STRAW MULCH FOR TEMPORARY EROSION CONTROL IS REQUIRED, IT SHALL BE APPLIED AT A IMPRIMUM THICKNESS OF 2 TO 3 INCHES.
- PRIOR TO THE BEGINNING OF THE WET SEASON (OCT. 1), ALL DISTURBED AREAS SHALL BE REVIEWED TO IDENTIFY WHICH ONES CAN BE SEEDED IN PREPARATION FOR THE WINTER RAINS. DISTURBED AREAS SHALL BE SEEDED WITHIN ONE WEEK OF THE BEGINNING OF THE WET SEASON. A SKETCH MAP OF THOSE AREAS TO BE SEEDED AND THOSE AREAS TO REMAIN UNCONVERED SHALL BE SUBBUTTED TO THE CITY NESPECTOR. THE CITY INSPECTOR CAN REQUIRE SEEDING OF ADDITIONAL AREAS IN ORDER TO PROTECT SURFACE WATERS, ADJACENT PROPERTIES, OR DRAININGE PACLIFIES.
- 15. IN CASE EROSION OR SEDMENTATION IMPACTS OFF-SITE PROPERTY, ALL CONSTRUCTION WORK WITHIN THE DEVELOPMENT THAT WILL FURTHER AGGRAVATE THE STULKTON MIST CEASE AND THE APPLICANT WILL IMMEDIATELY TAKE ACTION TO PREVENT FURTHER EROSION AND SEDMENTATION AND RESIDE BOTH ON-SITE AND OFF-SITE DAMAGED AREAS. WORK SHALL NOT RESIDE UNTIL AUTHORIZED BY THE CITY.

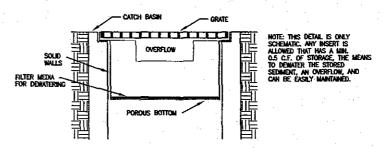
#### CONSTRUCTION SEQUENCE

- 1. HOLD THE PRE-CONSTRUCTION MEETING.
- 2. FLAG OR FENCE CLEARING LIMITS.
- 3. POST A SIGN WITH THE NAME AND PHONE NUMBER OF THE ESC SUPERVISOR
- 4. INSTALL CATCH BASIN PROTECTION, IF REQUIRED.
- INSTALL PERMETER PROTECTION (SILT FENCE, BRUSH BARRIER, ETC.) AND TEMPORARY INTERCEPTOR SMALE.
- 7. GRADE AND STABILIZE CONSTRUCTION ROADS.
- CONSTRUCT SURFACE WATER CONTROLS (INTERCEPTOR DIKES, PIPE SLOPE DRAINS, ETC.) SMULTANEOUSLY WITH CLEARING AND GRADING FOR PROJECT DEVELOPMENT.
- MANTAIN FROSION CONTROL MEASURES IN ACCORDANCE WITH KING COUNTY SURFACE WATER DESIGN MANUAL, CITY OF UNIVERSITY PLACE STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
- RELOCATE SURFACE WATER CONTROLS OR EROSION CONTROL MEASURES, OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENT CONTROL IS AUXIN'S IN ACCORDANCE WITH THE KING COUNTY SURFACE WATER DESIGN MANUAL.
- 11. COVER ALL AREAS THAT WILL BE UNMORKED FOR MORE THAN SEVEN DAYS DURING THE DRY SEASON OR TWO DAYS DURING THE WET SEASON WITH STRAW, WOOD FIBER MULCH, COMPOST, PLASTIC SHEETING, OR
- 12. STABBLIZE ALL AREAS WITHIN SEVEN DAYS OF REACHING FINAL GRADE.
- 13. SEED OR SOO ANY AREAS TO REMAIN UNWORKED FOR MORE THAN 30 DAYS.
- 14. UPON COMPLETION OF THE PROJECT, STABILIZE ALL DISTURBED AREAS AND REMOVE BMPS IF

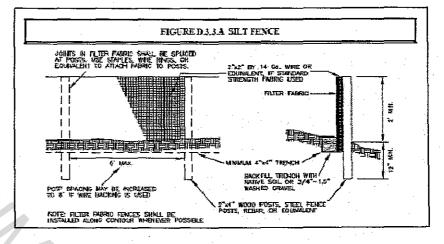
# APPROVED:

CITY OF UNIMERSITY PLACE

CITY OF UNIVERSITY PLACE
THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF
12 MONTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE
RIGHT TO MAKE REVISIONS, ADDITIONS, DELETIONS, OR MODIFICATIONS
SHOULD CONSTRUCTION BE DELEATED DEVIOND THIS THE LIMITATION OR IF
FIELD CONDITIONS ARE DIFFERENT FROM WHAT IS DEPICTED ON THESE
DRAWINGS. THE CITY, BY APPROVING THESE DOCUMENTS, IN NO WAY
WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMESCINS.
APPROVAL OF THESE DRAWINGS IS RELATED ONLY TO THIS SITE
DEVELOPMENT PERMIT AND SHALL NOT BE CONSTRUED AS APPROVAL FOR
ANY OTHER WORK BEYOND THE SCOPE OF THIS PERMIT, CITY APPROVAL
FOR SITE DEVELOPMENT IS LIMITED TO SITE GRADING, REMAINAY AND
STORIN DRAWINGS CONSTRUCTION ONLY. WATER AND WASTEWATER
FACILITIES, IF HIDICATED ON THE PLANS ARE FOR HERRIMATIONAL
PURPOSES ONLY. SEPARATE APPROVAL FOR WATER AND WASTEWATER
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AND/OR STORIN DRAWINGS FOO GRADING, ROADWAY CONFIGURATION
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REVIEW OF CITHER LITLITY PROVIDERS MUST BE REVIEWED AND APPROVED
BY THE CITY PRIOR TO IMPLEMENTING SAID CHANGES.



## TEMPORARY CATCH BASIN PROTECTION



SILT FENCE DETAIL 2

MACHO CUTING MODERATURE Call 811 before you

Dia

NOTE:

EXISTING UTLITY LOCATIONS STORM HEREIGN ARE APPROXIMATE ONLY.
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JOHN PERANZI 7 NORTH TACOMA AVE. # TACOMA, WA. 98403 4 2 d Yervices (253)585-8563 : Surveying YA 98466

AND

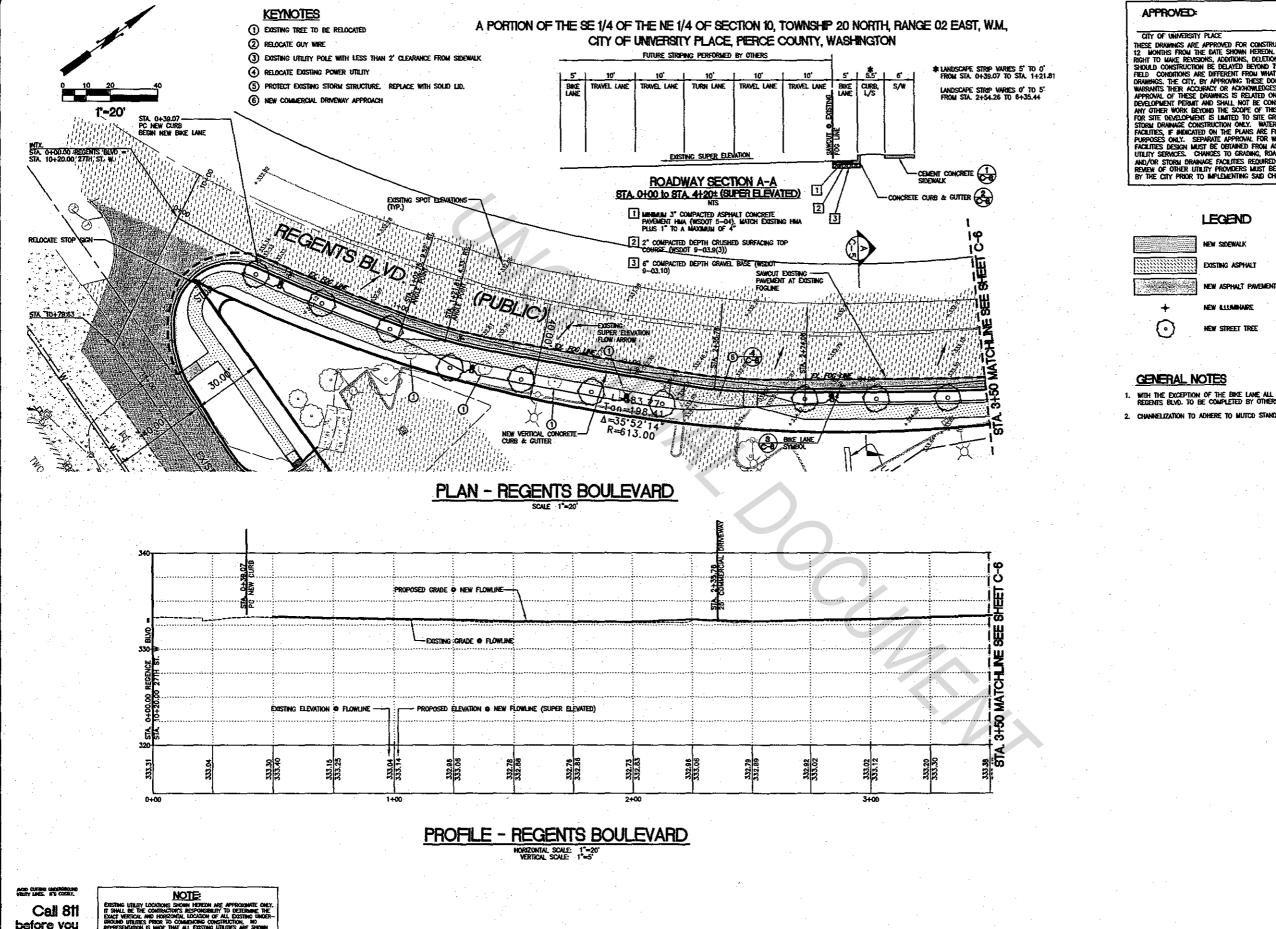
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CITY OF UNIVERSITY PLACE
THESE DRAWNINGS ARE APPROVED FOR CONSTRUCTION FOR A PERIOD OF
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RIGHT TO MAKE REVISIONS, ADDITIONS, DELETIONS, OR MODIFICATIONS
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FIELD CONDITIONS ARE DIFFERENT FROM WHAT IS DEPICTED ON THESE
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- WITH THE EXCEPTION OF THE BIKE LANE ALL CHANNELIZATION WITH REGENTS BLVD. TO BE COMPLETED BY OTHERS.
- 2. CHANNELIZATION TO ADHERE TO MUTCO STANDARDS.

EGENTS BOULEVARD PLAN AND PROFILE

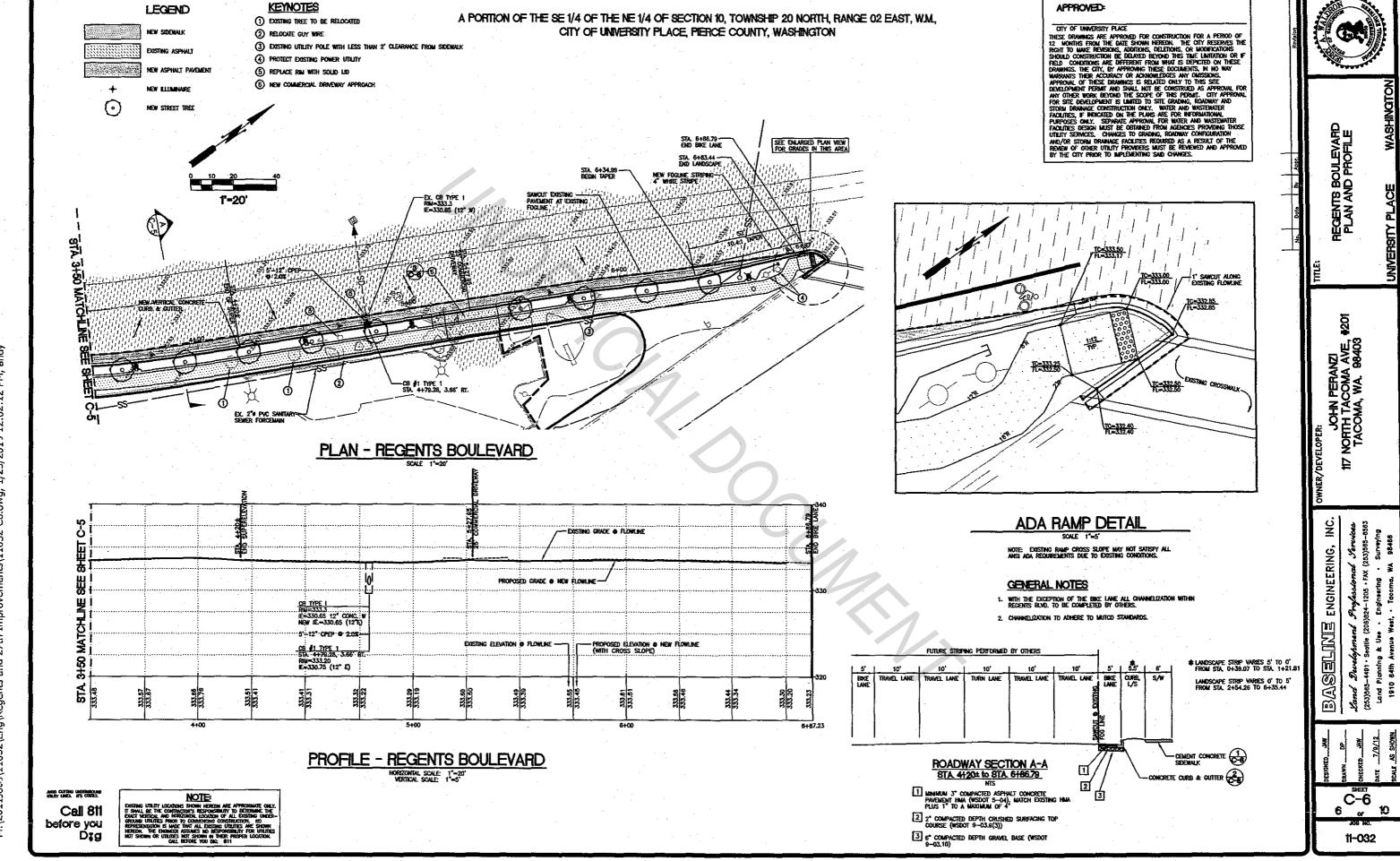
**‡**201 JOHN PERANZI NORTH TACOMA AVE, TACOMA, WA. 98403

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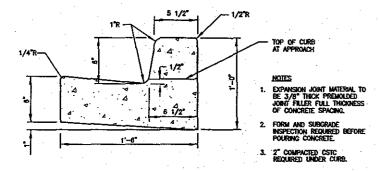


12:02:12 PM, M:\2011Jobs\11032\Eng\Regents

# SIDEWALK SPACING

- 1. EXPANSION JOINT MATERIAL TO BE 3/8" THICK PREMOLDED JOINT FILLER FULL THICKNESS OF CONCRETE.
- 2. FORM AND SUBGRADE INSPECTION REQUIRED BEFORE POURING CONCRETE.
- EXPANSION JOINTS SHALL BE INSTALLED IN CURB AND GUTTER AND IN SIDEMALK AT PC AND PT AT ALL CURB RETURNS. EXPANSION JOINTS SHALL BE PLACED IN SIDEMALK AT SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEMALK IS ADJACENT TO CURB AND GUTTER, UNLESS OTHERWISE DIRECTED BY DISCHER.
- A SMOOTH TROWLED FINISH SHALL BE APPLIED ALONG BOTH SIDES OF EXPANSION JOINTS, ALONG SCORE MARKS AND ALONG THE EDGES OF THE SIDEWALK.
- 8. ALL PANELS WELL HAVE A LIGHT BROOM FINISH.

# SIDEWALK AND PLANTER STRIP DETAIL



# CONCRETE CURB AND GUTTER DETAIL



- . ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR METHACRYLIC RESIN
- 2. ALL MARKINGS SHALL MEET FEDERAL METRIC STANDARDS



**Call 811** 

before you

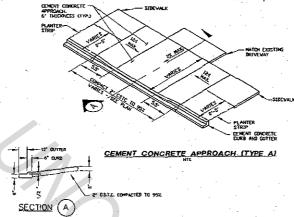
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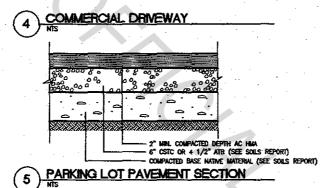
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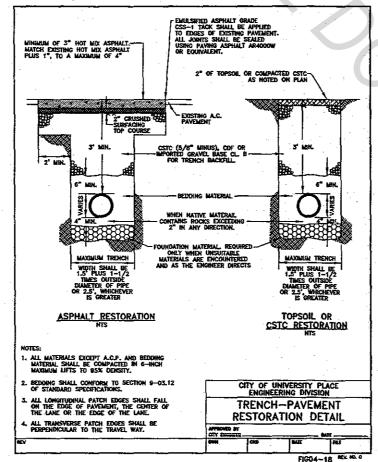
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#### A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON







# (6) TRENCH - PAVEMENT RESTORATION DETAIL

#### **GENERAL NOTES**

- ALL WORKMANSHIP, MATERIALS, AND TESTING SHALL BE IN ACCORDANCE WITH CRY OF UNIVERSITY PLACE MUNICIPAL CODE AND THE MOST CREENT EDITION OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION (STANDARD SPECIFICATIONS).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL.
  IN ACCORDANCE WITH MANUAL ON UNFORM TRAFFIC CONTROL.
  DEVICES (MUTCO). NO WORK SHALL COMMENCE UNTIL ALL REQUIRED
  TRAFFIC CONTROL MEASURES ARE IN PLACE.
- 3. TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MANTANED IN ACCORDANCE WITH THE KING COUNTY SURFACE WITCH DESIGN MANUAL. AT NO TIME WILL SLT AND DEERIS BE ALLOWED TO LEAVE THE CONSTRUCTION AREA.
- ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE COMPLIED WITH AS SET FORTH BY THE STATE OF WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES.
- A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH THE CITY OF UNIVERSITY PLACE PRIOR TO THE START OF CONSTRUCTION.
- All approvals and perians required by the city of university place shall be obtained by the applicant prior to the start of construction.
- It shall be the responsibility of the applicant to have a copy of an approved set of plans on the construction site at all times. No work is to be performed if the approved plans are not on site.
- B. ALL CURB AND GUTTER, STREET, SDEWALK, AND ANY OTHER VERTICAL AND/OR HORIZONTAL CONTROL POINTS SHALL BE STAKED BY AN ENGACEPING OR SURVEYING FIRM LICENSED IN THE STATE OF VESSIONATION
- 9. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AN PROTECTING ALL DUSTING UTILITIES. THE CONTRACTOR SHALL VERIEY ALL UTILITY LOCATIONS PROR TO CONSTRUCTION BY CALLING THE UNDECROUND LOCATE LINE AT 811 A MINIBRAN OF 48 HOURS PROR TO ANY EXCANATION. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR MAINTAINING ALL LOCATE MARKS ONCE THE UTILITIES MAKE DEPOLL COLUMN.
- ANY CHANGES TO THE APPROVED PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY PRIOR TO IMPLEMENTATION.
- AS-BUILTS PLANS SHALL BE SUBMITTED TO THE CITY PRIOR TO FINAL ACCEPTANCE.
- INSPECTION REQUESTS SHALL BE MADE AT LEAST 24 HOURS PRIOR TO THE REQUIRED INSPECTION.

#### STORM DRAINAGE

- STORM DRAINAGE PIPE SHALL BE SELECTED FROM THE FOLLOWING LIST:

  A. PLAIN CONCRETE PIPE CONFORMING TO THE REQUIREMENTS OF ASSITTO

  M. 88, CLSS 2.

  B. REINFORCED CONCRETE PIPE CONFORMING TO THE REQUIREMENTS OF

  MISHITO IN 170.

  C. PIC PIPE CONFORMING TO ASTM D 3034 SDR 35 OR ASTM F 789 WITH

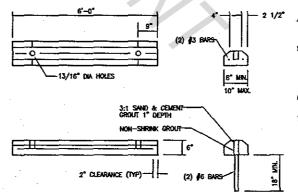
  JOHNS AND GASKETS CONFORMING TO ASTM D 3212 AND ASTM F 477.

  D. DUCTILE ROM PIPE CONFORMING TO THE REQUIREMENTS OF AWAYA C 151,

  THICKNESS CLASS AS SHOWN ON THE PLAIS.

  E. ADMANCED DRAINAGE SYSTEM (ADS.) N-12 POLYTERMILENE SMOOTH WALL

  PIPE.
- IMPERVIOUS SURFACES (ROOPS, STREETS, DRIVES, ETC.) SHALL BE TIED TO THE COMPLETED DRAMAGE SYSTEM AS SOON AS POSSIBLE.
- INSPECTION OF THE STORM DRAINAGE SYSTEM MUST BE CALLED FOR BEFORE ANY BACKFILL IS PLACED FOR THE STORM DRAIN SYSTEM.



CITY OF UNIVERSITY PLACE

THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION FOR A PEROD OF
12 MORTHS FROM THE DATE SHOWN HEREON. THE CITY RESERVES THE
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APPROVAL OF THESE DRAWINGS IS RELIZED ONLY TO THIS SITE
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FOR SITE DEVELOPMENT IS LIMITED IN SITE GROUNG, ROMOMAY AND
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REVIEW OF OTHER UTILITY PROVIDERS MUST BE REVIEWED AND APPROVED
BY THE CITY PROVIDED TO IMPLEMENTING SMD CHANGES.

#### STREET PATCHING AND RESTORATION

- TEMPORARY RESTORATION OF PAYEMENT SHALL BE ACCOMPLISHED BY USING CLASS B ASPHALT CONCRETE PAYEMENT, COLD MIX ASPHALT (MC-250), OR ASPHALT TREATED BASE (ATB).
- AFTER COMPACTING, THE TRENCH SURFACE MUST BE FLISH WITH THE ADMICENT PAYEMENT SURFACES TO PROMDE A SMOOTH RIDING SURFACE.
- THE DEPTH OF PERMANENT ASPHALT PAVEMENT RESTORATION SHALL BE A MARMAN OF 3 NOVES (COMPACTED THATOMESS) ASPHALT CONCRETE CLASS B. WHEN EDISTING ASPHALT THATOMESS IS FOUND TO BE GREATER THAN 2 NOVES, ASPHALT PAVEMENT RESTORATION SHALL BE A MARMAN OF 4 NOVES (COMPACTED THATOMESS), PLACED IN MACHINIA 2-INCH LIFTS.
- The Depth of Portland Cement Concrete Pavement restoration shall be 6 inches or the Existing Pavement Thickness whichever is greater.
- THE PAYEMENT RESTORATION SHALL EXTEND A MINIMUM OF 24 INCHES (EACH SIDE) FROM THE OUTER LIBRIS OF THE DISTURBED SOIL. AT NO TIME WILL A LONGITURINAL PATCH EDGE FALL ON THE WHEEL PATH OF A TRAVELED WAY. ALL LONGITURINAL PATCH EDGES SHALL FALL ON ETHER THE EDGE OF A TRAVEL LAKE. ALL THANSVERSE PATCH EDGES SHALL BE PERPENDICULAR TO
- THE APPLICANT MUST RESTORE ANY DAMAGE RESULTING FROM HIS ACTIVITY. THE CITY MAY IMPOSE ADDITIONAL RESTORATION REQUIREMENTS IN ORDER TO INTEGRITE ANY DAMAGES.
- TACK SHALL BE APPLIED TO THE EXISTING ASPHALT PAVEMENT EDGE OF CUIT AND SHALL BE EMALSHED ASPHALT GRADE CSS-1.
- ALL STREET SURFACES, SIDEWALKS OR DRIVEWAYS WITHIN THE EXCAVATION AREAS AFFECTED BY THE PAYEMENT CUTS SHALL BE RESTORED TO PROVIDE A SMOOTH RIDING CONNECTION AND DRAINAGE FLOW FOR THE NEMLY PAYED SURFACE.
- 10. THE SURFACE SMOOTHNESS REQUIREMENTS OF SECTION 5-04.3(13) OF THE STANDARDS SPECIFICATIONS SHALL APPLY TO THE TRANSITION BETWEEN THE NEW AND EXISTING PARKETET. ANY RESTORATION FALING TO CONFORM TO THE SURFACE SMOOTHNESS REQUIREMENTS SHALL BE CORRECTED BY REMOVAL AND REPLACEMENT.

#### STREET CONSTRUCTION

- WHERE NEW ASPHALT JOINS DOSTING, THE DOSTING ASPHALT SHALL BE CUT TO A NEXT VERTICAL EDGE AND TACKED WITH ASPHALT BAULSION TYPE CSS-1 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE JOINT SHALL BE SEALED WITH GRADE AR-4000W PAYING ASPHALT OR EQUIVALENT.
- ASPHALT CONCRETE SHALL BE PLACED ON THE PREPARED SURFACE SUCH THAT LONGITUDINAL JOINTS BETWEEN SUCCESSIVE LATERS OF ASPHALT CONCRETE SHALL BE DISPLACED LATERALLY A MINIMUM OF 12 MICHES.
- ASPHALT CONCRETE PAYEMENT OVER TWO INCHES THICK SHALL B PLACED IN EQUAL LIFTS NOT TO EXCEED TWO INCHES PER LIFT. NO LIFT OF ASPHALT CONCRETE SHALL BE LESS THAN ONE INCH THICK.
- COMPACTION OF SUBGRADE, BASE COURSE, TOP COURSE, AND ASPHALT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. COMPACTION TESTS ARE REQUIRED TO VERFY THAT THE SPECIFIED COMPACTION HAS BEEN ACHEVED. WORK SHALL NOT PROCEED ON A SUBSEQUENT LAYER UNTIL SATISFACTORY COMPACTION IS DEMONSTRATED.
- INSPECTION OF THE FORMS AND SUBGRADE MUST BE CALLED FOR BEFORE POURING CONCRETE.
- PAYEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MUTCO AND THE PERCE COUNTY PAYEMENT MARKING STANDARDS. ALL ARROWS, LETTERING, CROSSWALK AND STOP BARS SHALL BE THERMOPLASTIC.



DETAIL A B

JOHN PERANZI 7 NORTH TACOMA AVE., # TACOMA, WA. 98403

ENGINEERING

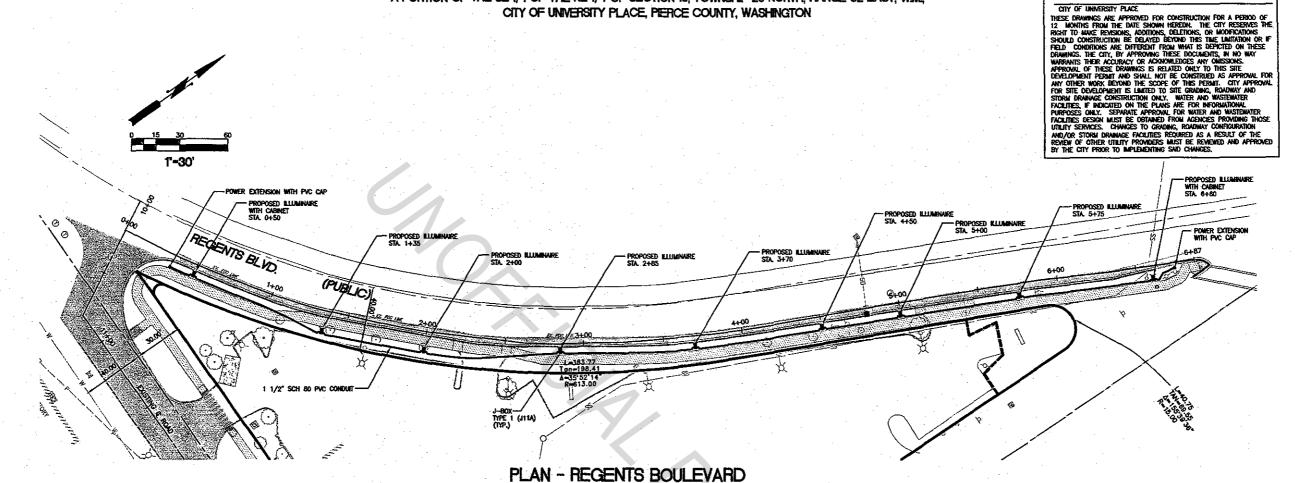
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#### A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M. CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON



#### STREET LIGHT CONSTRUCTION

1. All workmanship, metariols and testing shall be in accordance with the Notional Electrical Code (NEC).

2. Electrical permits and inspections from Tocoma Public Utilities are required for all street lighting installations within the City of University Place. The confractor is responsible for obtaining permits prior to construction. These permits are evaluable from the electrical inspection permit counter of Tocoma Public Utilities, 3628 South 35th Street, Tocoma. Prior to installation of any materials the electrical confractor shall submit a copy of the electrical permit and the approved plans and documentation.

3. Modifications of any portion of the lighting system are prohibited without prior approved by the City.

4. A ratice service disconnect shall be provided for every branch circuit. Light branch circuit brackors shall be 40 arap minimum. The service disconnect shall be a type qual to a "MPEC" SELUC\_HINOCO-UNI OF CHECHO 1111 A Service, 120/240 VAC, CALTENNS TYPE 38 or City approved equal, with two lighting relays, one three position test switch (sub/Off/Mansai) and one photocel. The photocell shall face north unless otherwise directed by the City.

5. Service entrance conductors shall be a minimum size of #2 copper. All lighting wire shall be attended copper with a minimum size of #3 with installations satisfable for wet locations. Phosing tape will not be allowed.

Schedule 80 PVC or gateonized steel conduit shall be installed under roadways. All conduits shall be installed in the "utility filth" or as otherwise directed by the City. A bushing or bell and shall be used at the end of every conduit.

7. All splices shall be in the nearest junction box. Were nuts will not be allowed. All splices will be mode with Type C copper filtings, centered and encased in a 3-M Scotchciast eputy lit, rated of 600 Volts, Type 82-M, 82-81 or City approved equal.

8. If more than one circuit passes through a junction box each is to have a PVC sleeve clearly identifying the circuit. A 500-wolt megger test will be performed by the electrical contractor on each circuit between conductor and ground prior to acceptance of the lighting system. The installation resistance shall not be less than 6 mega-ohms to ground 2,500 feet and over, and shall not be less than 8 mega-ohms under 2,500 feet. A functional test shall be performed to the substaction of the City in which it is demonstrated to the City that each and every part of the system functions as specified or intended herein.

9. Electrical services shall be installed in accordance with all Tocoma Public Ulifices requirements and ELISERC standards.

10. Each turninaire pole shall have an in-line, fused, water tight electrical disconnect located at the base of the pole. Access to these inset disconnects shall be through the hand-hole on the pole. The hand-hole shall be facing away from ancoming traffic from the adjacent street. Load side of in-line fuse to Luminaire head shall be supported of the end of the Luminaire ram by an approved means. Fuse, size, disconnect installation and grounding in pole shall conform to WiSDUT Standards.

11. R-1 receptacles shall be installed on each pole.

12. Junction boxes shall be installed per WiSDUT Standard Plan J-11a in all street lighting installations. All junction boxes shall be coched within 10 feet of each furnishmer pole and at every road crossing. No conduit shall be installed in the roadway accept

LUMINAIRE SCHEDULE							
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	ι
×	A	9	K118-LAR-III-150- HPS**	CAST METAL POST TOP FITTER, FABRICATED SPECULAR METAL	(1) 150 WATT NIGH PRESSURE SODIUM	VIL1K11B3.IES	1

# ENGINEER DISCLAIMER

STREET LIGHTING CATALOG CUTS SHALL BE SUBMITTED TO THE CITY OF UNIVERSITY PLACE FOR APPROVAL PRIOR TO ORDERING.

ELECTRICAL DESIGN DEPICTED ON THESE PLANS IS SCHEMATIC. COMPLETE ELECTRICAL DESIGN SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION.

#### SITE INFORMATION

ADDRESS: ADJACENT TO 67TH AVE. W. & RECENTS BLVD. W.

#### OWNER

LLF

APPROVED:

CITY OF UNIVERSITY PLACE

#### CIVIL BNOWERS

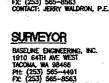
BASELINE ENGINEERING, INC. 1910 84TH AME WEST TACOMA, WA 98486 PH: (253) 565-4481 FX: (253) 565-8563 CONTACT: JERRY WALDRON, P.E.

BASELINE ENGINEERING, INC. 1910 64TH AVE WEST TACOMA, WA 98456 Ptt. (253) 565-4491 Ptc. (253) 565-8563 CONTACT: GARY ALLEN, P.L.S.

ACID CUTING UNDERGROUND WINDY LINES. IT'S COSTLY.

Call 811 before you Dia

NOTE:



ECENTS BOULEVARD STREET LICHT PLAN

JOHN PERANZI NORTH TACOMA AVE., TACOMA, WA. 98403

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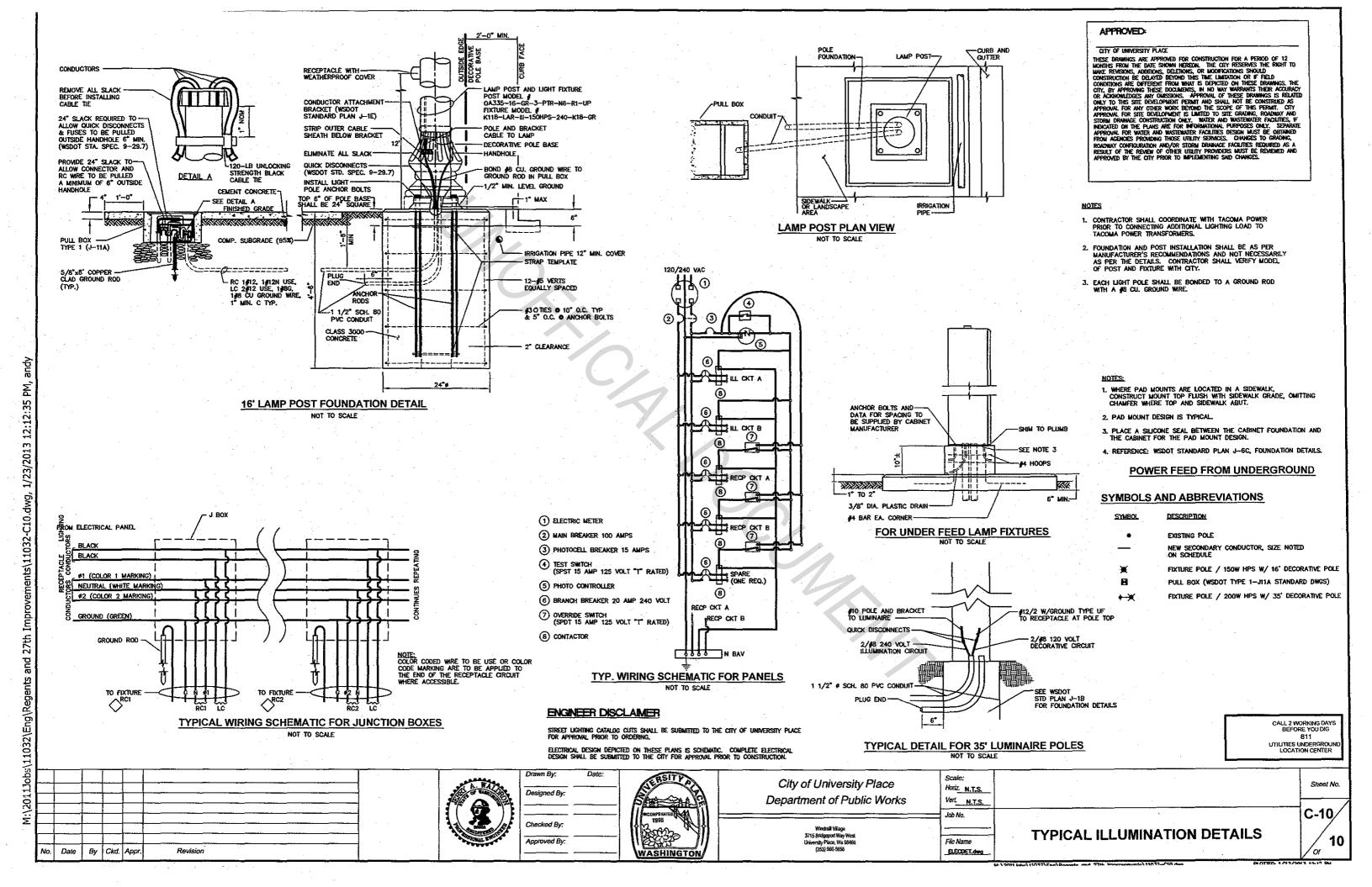
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#### RIGHT OF WAY DEDICATION

THAT PORTION OF LOT 13, O.A.S. ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY, WASHINGTON: DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 13, THENCE SOUTH 25° 58' 56" WEST ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 103.81 FEET:

THENCE SOUTH 64° 01' 04" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY MARGIN LINE OF REGENTS BOULEVARD AS ESTABLISHED BY QUIT CLAIM DEED RECORDING NUMBER 8708110207, RECORDS OF PIERCE COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 25° 58' 56" WEST ALONG SAID SOUTHERLY MARGIN LINE A DISTANCE OF 51.62 FEET;

THENCE SOUTH 64° 26' 29" EAST, A DISTANCE OF 10.26 FEET;

THENCE NORTH 09° 11' 33" EAST, A DISTANCE OF 18.70 FEET;

THENCE NORTH 42° 11' 11" EAST, A DISTANCE OF 14.09 FEET:

THENCE SOUTH 80° 40' 49" EAST, A DISTANCE OF 11.30 FEET;

THENCE SOUTH 13° 04' 31" WEST, A DISTANCE OF 16.46 FEET:

THENCE SOUTH 09° 53' 49" EAST, A DISTANCE OF 16.66 FEET;

THENCE SOUTH 87° 42' 38" EAST, A DISTANCE OF 15.64 FEET TO THE WEST MARGIN LINE OF 67<sup>TH</sup> AVENUE WEST AS ESTABLISHED BY QUIT CLAIM DEED PER RECORDING NUMBER 8708110207, RECORDS OF PIERCE COUNTY, WASHINGTON;

THENCE NORTH 01° 38' 32" EAST ALONG SAID WEST MARGIN LINE A DISTANCE OF 50.74 FEET TO A POINT OF CURVATURE:

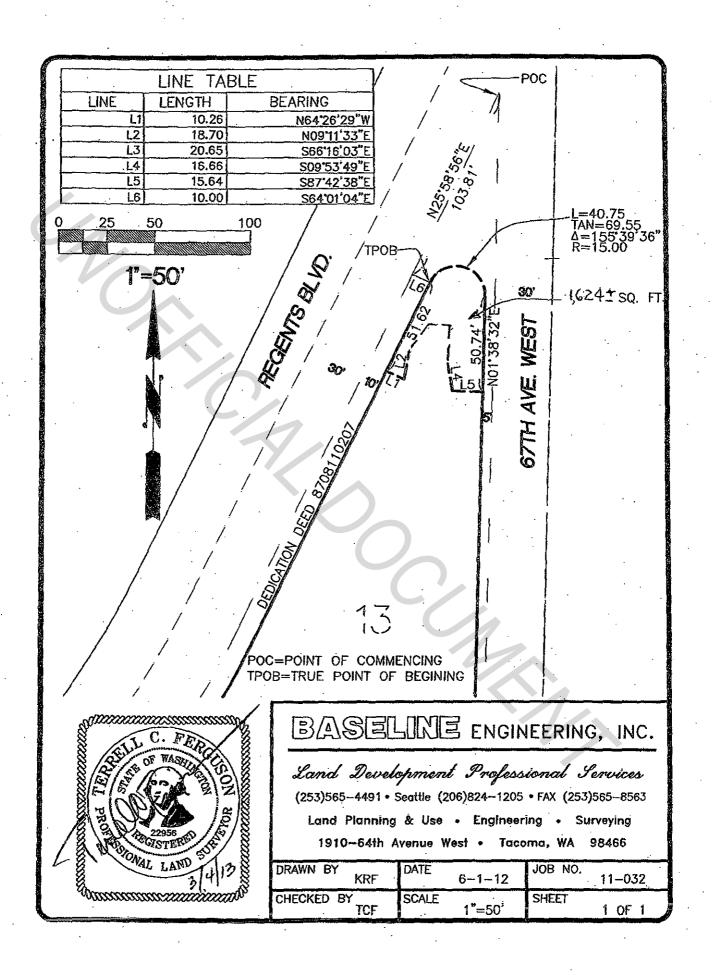
THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THROUGH A CENTRAL ANGLE OF 155° 39' 36"; AN ARC DISTANCE OF 40.75 FEET TO THE TRUE POINT OF BEGINNING.

ALL SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M.; PIERCE COUNTY, WASHINGTON

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,



27<sup>th</sup> Street Vacation/Parking – ROW Dedication 2 Prepared by **BASELINE** Engineering Inc. **BEI #11-032** March 4, 2013



#### AFTER RECORDING RETURN TO:

City of University Place ATTN: City Attorney 3715 Bridgeport Way W. University Place, WA 98466

**GRANTOR:** 

City of University Place, a WA municipal corporation

**GRANTEES:** 

Donald C. Helland, 110-12 Tacoma Ave. North, LLC, and

Elmwood, LLC

TAX PARCEL NO.: Ptn of 6465000020

#### **QUIT CLAIM DEED**

THE GRANTOR, City of University Place, at 3715 Bridgeport Way W. in the County of Pierce, Washington, for and in consideration of the mutual benefits resulting from the development of the UP Crossing property, does hereby convey and guit claim to Donald C. Helland, 110-12 Tacoma Ave. North LLC and Elmwood LLC, of 117 N. Tacoma Avenue, Apt. 201, Tacoma, County of Pierce, State of Washington, all interest in the following described real estate:

## See attached Exhibit 1(27th Street Property).

Situated	in the County of	Pierce, Stat	e of Washington.
D	ATED this	day of	, 2013.
	•	GRAN	NTOR:
		Ву	
			Stephen P. Sugg, City Manager City of University Place
Accepted	d:		City of Offiversity Place
Ву			
Do	onald C. Helland		
Ву			-
		name &	title
11	l0-12 Tacoma Ave	. North LLC	
Ву		744	
		name &	title
Eli	mwood LLC		

State of Washington )	
County of)	astisfastem, suidenes that Charles B. Guerrio the nomen who
appeared before me, and said person that he was authorized to execute th	satisfactory evidence that <b>Stephen P. Sugg</b> is the person who n acknowledged that he signed this instrument, on oath stated he instrument and acknowledged it as the <b>City Manager</b> of the free and voluntary act of such party for the uses and purposes
DATED:	
	NOTARY PUBLIC My commission expires:
STATE OF WASHINGTON )	
)ss COUNTY OF PIERCE )	
I certify that I know or have s appeared before me, and said pe	satisfactory evidence that <b>Donald C. Helland</b> is the person who erson acknowledged that he signed this instrument, and I voluntary act for the uses and purposes mentioned in the
DATED:	
	print name NOTARY PUBLIC
	My commission expires:
STATE OF WASHINGTON )	
)ss	
COUNTY OF PIERCE )  I certify that I know or have:	satisfactory evidence thatis the person
who appeared before me, and said	person acknowledged that he signed this instrument, on oath
110-12 Tacoma Ave. North LLC, t	ute the instrument and acknowledged it as theof o be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument DATED:	
DATED:	
	print name
	NOTARY PUBLIC
	My commission expires:
STATE OF WASHINGTON ) )ss	
COUNTY OF PIERCE )	esticfactory evidence that
stated that he was authorized to exec	satisfactory evidence thatis the person person acknowledged that he signed this instrument, on oath ute the instrument and acknowledged it as theof luntary act of such party for the uses and purposes mentioned in
	print name
	NOTARY PUBLIC My commission expires:
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#### VACATE AREA DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M. PIERCE COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, OF O.A.S. ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY, WASHINGTON.

THENCE SOUTH 89° 30' 04" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 46.41 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 00° 29' 56" WEST, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF RIGHT OF WAY FOR 27<sup>TH</sup> STREET WEST;

THENCE SOUTH 89° 30' 04" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 318.18 FEET:

THENCE NORTH 00° 29' 56" EAST, A DISTANCE OF 40.39 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; SAID POINT BEING A POINT ON A CURVE WITH A RADIAL BEARING OF NORTH 33° 43' 50" WEST;

THENCE SOUTHERLY AND WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THROUGH A CENTRAL ANGLE OF 34° 13' 46"; AN ARC DISTANCE OF 35.85 FEET:

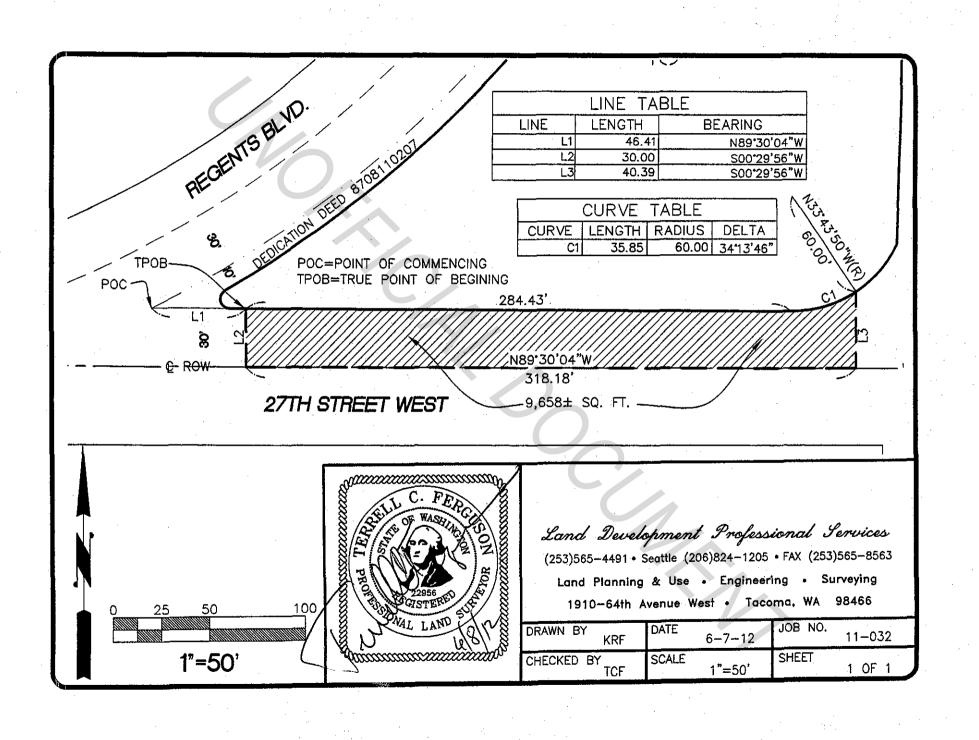
THENCE NORTH 89° 30' 04" WEST CONTINUING ALONG SAID SOUTH LINE OF LOT 13, A DISTANCE OF 284.43 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



27<sup>th</sup> Street Vacation/Parking Vacate Area Description Prepared by **BASELINE** Engineering Inc. **BEI #11-032** June 7, 2012

EXHIBIT NO. 1 27th St. Property



#### AFTER RECORDING RETURN TO:

City of University Place ATTN: City Attorney 3715 Bridgeport Way W. University Place, WA 98466

**GRANTORS:** 

Donald C. Helland, 110-12 Tacoma Ave. North, LLC, and

Elmwood, LLC

GRANTEE:

City of University Place, a WA municipal corporation

TAX PARCEL NO.: Ptn of 6465000020

#### **QUIT CLAIM DEED**

THE GRANTORS, Donald C. Helland, 110-12 Tacoma Ave. North LLC and Elmwood LLC, of 117 N. Tacoma Avenue, Apt. 201, in the County of Pierce, Washington, for and in consideration of the mutual benefits resulting from the development of the UP Crossing property, does hereby convey and quit claim to City of University Place, at 3715 Bridgeport Way W. Tacoma, County of Pierce, State of Washington, all interest in the following described real estate:

## See attached Exhibit 1(Regents Property).

Situated in the County of Piero	ce, Sta	ate of Washington.
DATED this day	of Fe	bruary, 2013.
	GRA	ANTORS:
	Ву_	Donald C. Helland
	By_ -	name & title
		110-12 Tacoma Ave. North LLC
	Ву_	
Accepted:	_	
Stephen P. Sugg, City Manager City of University Place		

STATE OF WASHINGTON )	
COUNTY OF PIERCE )	
,	atisfactory evidence that <b>Donald C. Helland</b> is the person who
	rson acknowledged that he signed this instrument, and voluntary act for the uses and purposes mentioned in the
DATED	
DATED:	<del></del>
	NOTARY PUBLIC print name
	My commission expires:
STATE OF WASHINGTON )	
)ss	
COUNTY OF PIERCE	
	atisfactory evidence thatis the person person acknowledged that he signed this instrument, on oath
stated that he was authorized to execu	ite the instrument and acknowledged it as theof
	be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.  DATED:	
· ·	print name
	NOTARY PUBLIC
	My commission expires:
STATE OF WASHINGTON )	
)ss	
COUNTY OF PIERCE )	
I certify that I know or have s	atisfactory evidence thatis the person
who appeared before me, and said p	person acknowledged that he signed this instrument, on oath
	ute the instrument and acknowledged it as theof
the instrument.	untary act of such party for the uses and purposes mentioned in
DATED:	
	print name
	NOTARY PUBLIC
State of Washington )	My commission expires:
)ss	
County of)	
	satisfactory evidence that <b>Stephen P. Sugg</b> is the person who acknowledged that he signed this instrument, on oath stated
	e instrument and acknowledged it as the <b>City Manager</b> of the
	free and voluntary act of such party for the uses and purposes
mentioned in the instrument.  DATED:	
	print name NOTARY PUBLIC
	My commission expires:

#### RIGHT OF WAY DEDICATION

THAT PORTION OF LOT 13, O.A.S. ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13, THENCE SOUTH 89° 30' 04" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 21.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 30' 04" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 18.97 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY AND NORTHERLY ALONG A CURE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 149° 35′ 16″; AN ARC DISTANCE OF 13.05 FEET TO A POINT ON THE SOUTHERLY MARGIN LINE OF REGENTS BOULEVARD AS ESTABLISHED BY QUIT CLAIM DEED, RECORDING NUMBER 8708110207, RECORDS OF PIERCE COUNTY, WASHINGTON; SAID POINT BEING A POINT ON A CURVE WITH A RADIAL BEARING OF NORTH 29° 54′ 47″ WEST, A RADIUS OF 613.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT ALONG SAID SOUTHERLY MARGIN LINE THROUGH A CENTRAL ANGLE OF 01° 43' 58", AN ARC DISTANCE OF 18.99 FEET TO THE TRUE POINT OF BEGINNING.

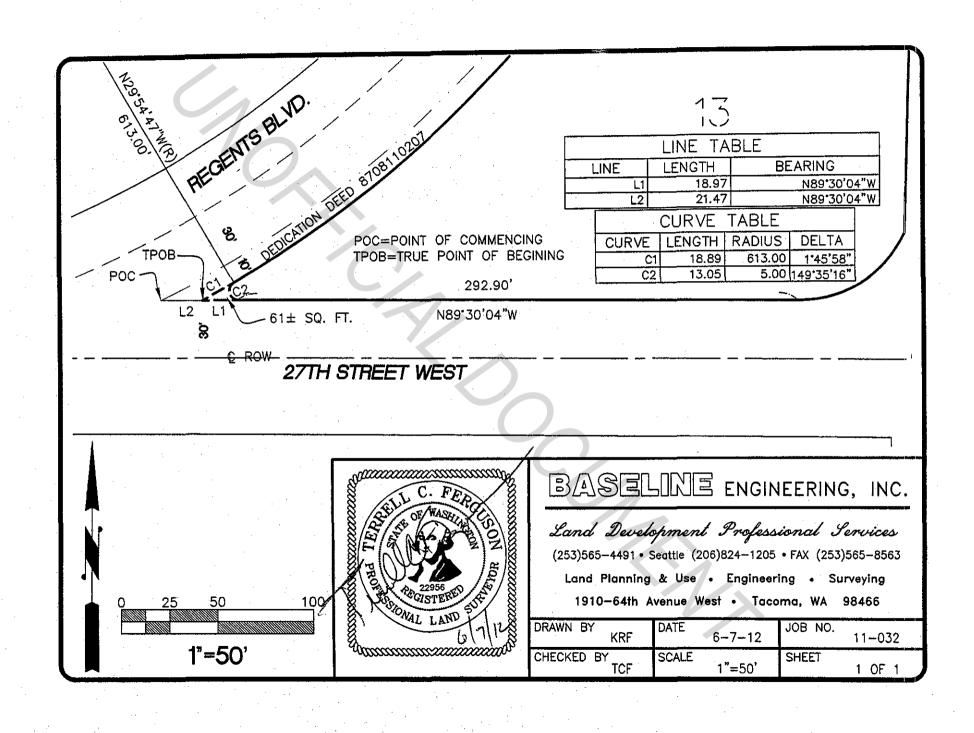
ALL SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M.; PIERCE COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



27<sup>th</sup> Street Vacation/Parking – ROW Dedication 3 Prepared by **BASELINE** Engineering Inc. **BEI #11-032** June 6, 2012

EXHIBIT NO. 1 - Regents Prop.



#### AFTER RECORDING RETURN TO:

City of University Place ATTN: City Attorney 3715 Bridgeport Way W. University Place, WA 98466

**GRANTORS:** 

Donald C. Helland, 110-12 Tacoma Ave. North, LLC, and

Elmwood, LLC

GRANTEE:

City of University Place, a WA municipal corporation

TAX PARCEL NO.: Ptn of 6465000020

### **QUIT CLAIM DEED**

THE GRANTORS, Donald C. Helland, 110-12 Tacoma Ave. North LLC and Elmwood LLC, of 117 N. Tacoma Avenue, Apt. 201, in the County of Pierce, Washington, for and in consideration of the mutual benefits resulting from the development of the UP Crossing property, does hereby convey and quit claim to City of University Place, at 3715 Bridgeport Way W. Tacoma, County of Pierce, State of Washington, all interest in the following described real estate:

## See attached Exhibit 1(Corner Property).

Situated in the County of Pier	ce, Sta	te of washington.
DATED this day	of Feb	oruary, 2013.
	GRA	NTORS:
	Ву_	Donald C. Helland
	Ву_	
	_	name & titl 110-12 Tacoma Ave. North LLC
	Ву_	
Accepted:	_	name & titl Elmwood LLC
riodeptedi		
Stephen P. Sugg, City Manager City of University Place		

STATE OF WASHINGTON )	
COUNTY OF PIERCE )	
	atisfactory evidence that <b>Donald C. Helland</b> is the person who
	erson acknowledged that he signed this instrument, and voluntary act for the uses and purposes mentioned in the
DATED	
DATED:	<del></del>
	NOTARY PUBLICprint name
	My commission expires:
CTATE OF WACHINGTON	
STATE OF WASHINGTON )	
COUNTY OF PIERCE	
	eatlsfactory evidence thatis the person oerson acknowledged that he signed this instrument, on oath
stated that he was authorized to execu	ite the instrument and acknowledged it as theof
<b>110-12 Tacoma Ave. North LLC</b> , to purposes mentioned in the instrument.	be the free and voluntary act of such party for the uses and
DATED:	
	print name
	NOTARY PUBLIC
	My commission expires:
STATE OF WASHINGTON )	
)ss COUNTY OF PIERCE	
I certify that I know or have s	atisfactory evidence thatis the person person acknowledged that he signed this instrument, on oath
stated that he was authorized to execu	Ite the instrument and acknowledged it as theof
<b>Elmwood LLC</b> , to be the free and voluthe instrument.	untary act of such party for the uses and purposes mentioned in
DATED:	
	print name
	NOTARY PUBLIC
State of Washington )	My commission expires:
)ss	
County of )	satisfactory evidence that <b>Stephen P. Sugg</b> is the person who
appeared before me, and said person	acknowledged that he signed this instrument, on oath stated
	e instrument and acknowledged it as the <b>City Manager</b> of the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.	ree and voluntary act or such party for the uses and purposes
DATED:	
	print name
	NOTARY PUBLIC  My commission expires:

#### RIGHT OF WAY DEDICATION

THAT PORTION OF LOT 13, O.A.S. ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF PIERCE COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 13, THENCE SOUTH 25° 58' 56" WEST ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 103.81 FEET;

THENCE SOUTH 64° 01' 04" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY MARGIN LINE OF REGENTS BOULEVARD AS ESTABLISHED BY QUIT CLAIM DEED RECORDING NUMBER 8708110207, RECORDS OF PIERCE COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 25° 58' 56" WEST ALONG SAID SOUTHERLY MARGIN LINE A DISTANCE OF 51.62 FEET:

THENCE SOUTH 64° 26' 29" EAST, A DISTANCE OF 10.26 FEET;

THENCE NORTH 09° 11' 33" EAST, A DISTANCE OF 18.70 FEET;

THENCE SOUTH 66° 16' 03" EAST, A DISTANCE OF 20.65 FEET;

THENCE SOUTH 09° 53' 49" EAST, A DISTANCE OF 16.66 FEET;

THENCE SOUTH 87° 42' 38" EAST, A DISTANCE OF 15.64 FEET TO THE WEST MARGIN LINE OF 67<sup>TH</sup> AVENUE WEST AS ESTABLISHED BY QUIT CLAIM DEED PER RECORDING NUMBER 8708110207, RECORDS OF PIERCE COUNTY, WASHINGTON:

THENCE NORTH 01° 38' 32" EAST ALONG SAID WEST MARGIN LINE A DISTANCE OF 50.74 FEET TO A POINT OF CURVATURE:

THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THROUGH A CENTRAL ANGLE OF 155° 39' 36"; AN ARC DISTANCE OF 40.75 FEET TO THE TRUE POINT OF BEGINNING.

ALL SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M.; PIERCE COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



27<sup>th</sup> Street Vacation/Parking – ROW Dedication 2 Prepared by **BASELINE** Engineering Inc.

BEI #11-032 June 5, 2012

EXHIBIT NO. 1 - Corner Prop.

