

RESOLUTION NO. 778

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING
THE PURCHASE OF A PERPETUAL EASEMENT OVER REAL PROPERTY FOR THE
CHAMBERS CREEK CANYON TRAIL**

WHEREAS, the cities of University Place and Lakewood and Pierce County are jointly working on the Chambers Creek Canyon Trail; and

WHEREAS, having trails in the Chambers Creek and Leach Creek Canyons has continuously been a goal of the City since its first visioning workshop held shortly after incorporation; and

WHEREAS, proposed trail alignments were depicted in the Chambers Creek Master Site Plan and the City's first Parks Recreation and Open Space Plan, since 1997; and

WHEREAS, in 2013, the City of University Place, in cooperation with the City of Lakewood and Pierce County, held a public open house, surveyed a trail alignment and developed a draft trail implementation plan; and

WHEREAS, that plan was subsequently approved by the Councils of University Place, Lakewood and Pierce County as part of an interlocal agreement for Chambers Creek Canyon Trail; and

WHEREAS, City staff have worked for years to acquire the necessary property and easement rights for the University Place portion of the Chambers Creek Canyon Trail, and the perpetual easement that is the subject of this resolution is essential to completion of the trail; and

WHEREAS, the price for the perpetual easement has been established through a professional independent third party appraisal;

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

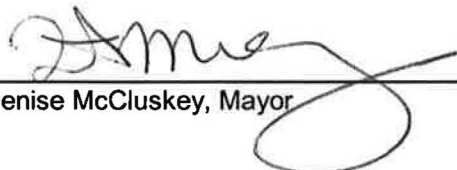
Section 1. Incorporation of Recitals. The recitals are hereby incorporated herein as if set forth in full.

Section 2. Approval of Form of Documents. The City Council hereby approves execution of the documents necessary to complete acquisition of the perpetual easement in substantially the form of the documents accompanying this Resolution.

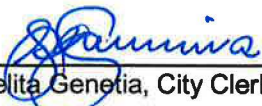
Section 3. Completion of Transaction. The City Manager is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of document attached, and the terms of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON FEBRUARY 2, 2015.


Denise McCluskey, Mayor

ATTEST:



Emelita Genetia, City Clerk

APPROVED AS TO FORM:



Steve Victor, City Attorney

UNOFFICIAL DOCUMENT

After recording return to:

**City of University Place
ATTN: Development Services Dept.
3715 Bridgeport Way W.
University Place, WA 98466**

GRANTORS: John L. Gilchrist, Jr. and Barbara J. Gilchrist, husband and wife
GRANTEE: City of University Place, a WA municipal corporation
TAX PARCEL NOS.: Ptn of #0220237018 and #0220237016

PERPETUAL TRAIL CORRIDOR ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between John and Barbara Gilchrist, husband and wife, with an address located at 6014 60th Street Court West University Place, Washington 98467 ("Grantors"), and the City of University Place, a Washington municipal corporation, with offices at 3715 Bridgeport Way West, University Place, WA 98466 ("Grantee").

RECITALS

WHEREAS, Grantors are the owner of certain real property in University Place, Washington, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein ("the Property"); and

WHEREAS, the Property lies between properties across which has been acquired by the Cities of University Place and Lakewood and Pierce County for a public trail that comprises part of a public trail system that is of significant interest and value to Grantee and the general public; and

WHEREAS, Grantors desire to convey to Grantee an easement across a portion of the Property for purposes of preserving open space and establishing a public trail that will connect previously established and planned public trails on nearby lands and thereby provide for enhanced public recreational opportunities; and

WHEREAS, Grantee is a "public body," authorized to acquire interests in real property for purposes of providing for public recreational opportunities;

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement.

In consideration of the sum of forty-two thousand nine hundred dollars (\$42,900.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors hereby grant unto the Grantee, a public easement ("the Easement") on, over and across the Property consisting of a corridor fifteen feet (15') in width lying along an alignment shown on the map attached hereto as **Exhibit A**, and by this reference incorporated herein, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

2. Duration.

The Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.

3. Purpose.

The purpose of this Easement is to preserve and maintain the area within the Easement boundary ("Easement Corridor") for use, preservation and maintenance of a public right-of-way for a trail for the use and benefit of the Grantee and the general public.

4. Rights Conveyed.

The rights and corresponding obligations conveyed by this Easement are as follows:

A. To maintain the Easement Corridor as open space free from man-made improvements except as otherwise provided herein;

B. To establish within the Easement Corridor a trail;

C. To lay out, mark, develop, construct, maintain or relocate a trail or foot path within the Easement Corridor;

D. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating a trail;

E. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the trail;

F. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance and repair of the trail and Easement Corridor;

G. To manage vegetation within the Easement Corridor through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural, ecological values of the Easement Corridor; and

H. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance.

5. Grantors' Representations.

Grantors represent that they are the current owners in fee title to the Property, and that they have full legal authority to grant this Easement to Grantee free of liability for any lien or encumbrance previously placed thereon by Grantors.

6. Enforcement.

This Agreement may be enforced by any means or remedy available at law or in equity, including the remedy of specific performance.

7. Acceptance.

By its signature set forth herein below, Grantee hereby accepts the foregoing grant of this Trail Access Easement subject to the terms and conditions herein contained.

8. Binding Effect.

This Agreement extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

DATED this ____ day of February, 2015.

GRANTORS:

GRANTEE:

CITY OF UNIVERSITY PLACE,
a WA municipal corporation

By: _____
John L. Gilchrist, Jr.

By: _____
Stephen P. Sugg, City Manager

By: _____
Barbara J. Gilchrist

STATE OF WASHINGTON)
 ss.
COUNTY OF PIERCE)

On this day personally appeared before me JOHN L. GILCHRIST, JR., said person having acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of February, 2015.
[SEAL]

NOTARY PUBLIC in and for the State of WA
residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
 ss.
COUNTY OF PIERCE)

On this day personally appeared before me BARBARA J. GILCHRIST, said person having acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of February, 2015.
[SEAL]

NOTARY PUBLIC in and for the State of WA
residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
 ss.
COUNTY OF PIERCE)

On this day personally appeared before me STEPHEN P. SUGG, said person having acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of University Place to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of February, 2015.
[SEAL]

NOTARY PUBLIC in and for the State of WA
residing at: _____
My commission expires: _____

EXHIBIT A

(Map With Delineation of Trail Corridor Easement)

TRAIL EASEMENT

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M.
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WA.

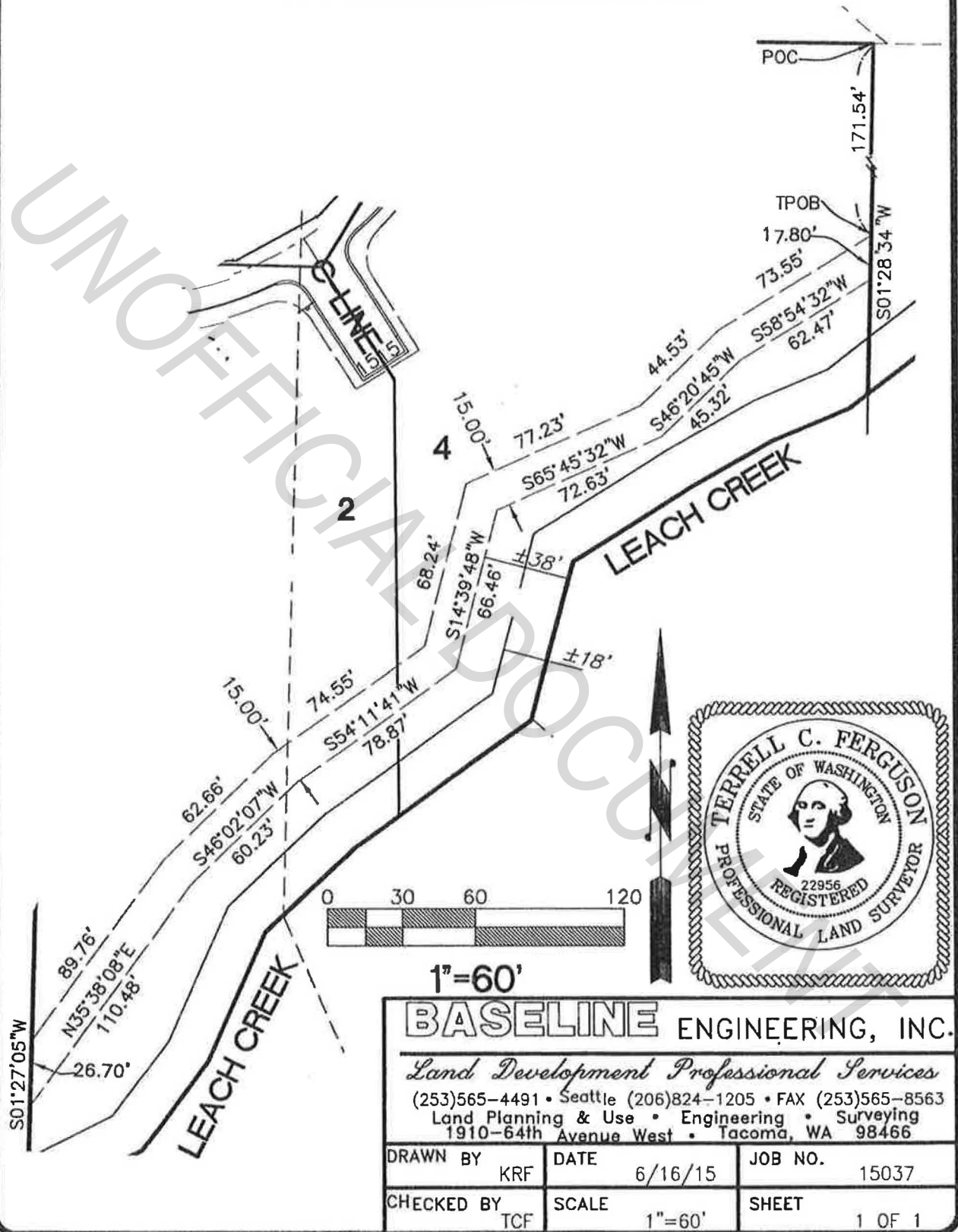


EXHIBIT 'A'

THAT PORTION OF LOTS 2 AND 4, CITY OF UNIVERSITY PLACE SHORT PLAT NUMBER SPL06-0003, PER PIERCE COUNTY RECORDING NUMBER 201001055001, RECORDS OF PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SHORT PLAT;

THENCE SOUTH 01°28'34" WEST ALONG THE EAST LINE OF SAID SHORT PLAT, A DISTANCE OF 171.54 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED EASEMENT;

THENCE SOUTH 58°54'32" WEST, A DISTANCE OF 73.55 FEET;

THENCE SOUTH 46°20'45" WEST, A DISTANCE OF 44.53 FEET;

THENCE SOUTH 65°45'32" WEST, A DISTANCE OF 77.23 FEET;

THENCE SOUTH 14°39'48" WEST, A DISTANCE OF 68.24 FEET;

THENCE SOUTH 54°11'41" WEST, A DISTANCE OF 74.55 FEET;

THENCE SOUTH 46°02'07" WEST, A DISTANCE OF 62.66 FEET;

THENCE SOUTH 35°38'08" WEST, A DISTANCE OF 89.76 FEET TO A POINT ON THE WEST LINE OF LOT 2 OF SAID SHORT PLAT;

THENCE SOUTH 01°27'05" WEST ALONG SAID WEST LINE, A DISTANCE OF 26.70 FEET;

THENCE NORTH 35°38'08" EAST, A DISTANCE OF 110.48 FEET;

THENCE NORTH 46°02'07" EAST, A DISTANCE OF 60.23 FEET;

THENCE NORTH 54°11'41" EAST, A DISTANCE OF 78.87 FEET;

THENCE NORTH 14°39'48" EAST, A DISTANCE OF 66.46 FEET;

THENCE NORTH 65°45'32" EAST, A DISTANCE OF 72.63 FEET;

THENCE NORTH 46°20'45" EAST, A DISTANCE OF 45.32 FEET;

THENCE NORTH 58°54'32" EAST, A DISTANCE OF 62.47 FEET TO THE EAST LINE OF LOT 4 OF SAID SHORT PLAT;

THENCE NORTH 01°28'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 17.80 FEET TO THE TRUE POINT OF BEGINNING.

ALL SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M., CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON.

Gilchrist Easement

Exhibit 'A'

BASELINE Job No. 15-037

June 16, 2015

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