

RESOLUTION NO. 934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE AND CHAMBERS BAY PROFESSIONAL CENTER LLC TO COMPLETE THE LARSON LANE PROJECT

WHEREAS, in order to complete the Larson Lane project, the City needs to obtain a roadway easement from the Chambers Bay Professional Center property located at 3560 Bridgeport Way West (owned by Bridgeport Professional Center, LLC); and

WHEREAS, the needed roadway area is located along the drive isle of the Chambers Bay Professional Center back parking area, and therefore in order to construct the roadway, some of the parking in that area would need to be eliminated; and

WHEREAS, the City owns the two parcels immediately to the north of the Chambers Bay Professional Center, which are encumbered with non-exclusive parking and access easements benefiting the Center; and

WHEREAS, in these parcels, there is sufficient room to provide additional Center parking as well as provide for public access to both Larson Lane and the City's development lot (Town Center Lot 11) to the north; and

WHEREAS, the City has negotiated a Development Agreement in which Chambers Bay Professional Center would convey the needed roadway, utility, and pedestrian easements to the City for the construction of Larson Lane. In turn, the City would transfer a portion of the two adjacent City parcels to Chambers Bay Professional Center to accommodate additional parking, as well as construct the parking improvement on the conveyed property as depicted in the exhibit to the Development Agreement; and

WHEREAS, the values of the properties being transferred and work to be performed has been evaluated and determined to be of an equal aggregate value; and

WHEREAS, the proposed improvements will benefit the City by promoting and improving economic development;

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

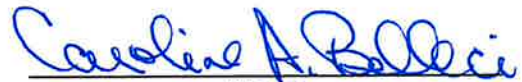
Section 1. City Manager Authorized to Execute Agreement. The City Council hereby authorizes the City Manager to execute the Development Agreement with Chambers Bay Professional Center LLC substantially in the form attached to this Resolution.

Section 2. Completion of Transaction. The City Manager or designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction and to implement the Development Agreement, which are consistent with the executed Development Agreement and the terms of this Resolution.

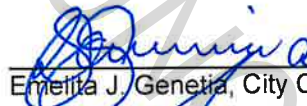
Section 3. Legislative Findings. To the extent that legislative findings are necessary, the recitals set forth above are hereby adopted as the City Council's legislative findings in support of the transaction set forth in the Development Agreement.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 5, 2020.


Caroline Belleci, Mayor

ATTEST:


Emmitta J. Genetia, City Clerk

APPROVED AS TO FORM:


Matthew S. Kaser, City Attorney

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made as of this ____ day of October, 2020, by and between Chambers Bay Professional Center LLC, a Washington Limited Liability Company ("Chambers Bay Center"), and the City of University Place, a Washington municipal corporation ("City"), and collectively referred to as "Parties," or singularly as "Party."

Whereas, Chambers Bay Center is the owner of a commercial area in University Place known as Chambers Bay Professional Center, which has a common address of 3560 Bridgeport Way W., University Place; and

Whereas, the City desires to construct a roadway, pedestrian sidewalk and related improvements, known as Larson Lane along the westerly portion of the Chambers Bay Professional Center; and

Whereas, the City is the owner of two parcels of land immediately to the north of the Chambers Bay Professional Center. Chambers Bay Center has had an easement interest in these parcels for parking; and

Whereas, Chambers Bay Center and the City agree to transfer land and make related improvements between them. More specifically, the City agrees to transfer via quit claim deed a portion of the two parcels described in the preceding paragraph and Chambers Bay Center agrees to convey to the City via appropriate instruments, non-exclusive easement rights along a portion of the Larson Lane Property. The descriptions of all parcels are more fully described herein; 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 work will benefit the City by promoting and improving economic development within the City; and

Whereas, the City and Chambers Bay Center, as part of the exchange of real property, also wish to perform certain work and otherwise develop the parcels more fully described herein 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. Incorporation of Recitals. The recitals are hereby incorporated herein as if set forth in full.

2. Identification of the Properties.

2.1 The general location and configuration of both properties to be exchanged are shown crosshatched on the attached Exhibit I.

2.2 "Parking Lot Properties," shall refer to a portion of Pierce County Tax Parcel Numbers 0220152069 and 0220152042 owned by the City, which are legally described below and which are legally described in Exhibit A and generally depicted as set forth in Exhibit B, both of which are attached hereto and incorporated by reference.

2.3 "Larson Lane Properties," shall refer to a portion of Pierce County Tax Parcel Number 0220152015 which are legally described in Exhibit C & E and generally depicted as set forth in Exhibit D & F, both of which are attached hereto and incorporated by reference. Exhibits C & D depict the "Right of Way Easement." Exhibits E and F depict the "Public Pedestrian and Utility Easement."

3. Exchange Terms.

(a) The City covenants and agrees as follows:

(i) On or before Closing, the City will convey the Parking Lot Properties to Chambers Bay Center by Quit Claim Deed in a form suitable to both parties and with such exceptions as approved by both parties.

(ii) Between the date of this Agreement and the Closing, the City shall not dedicate, gift, transfer, mortgage or convey any interest in Parking Lot Properties.

(iii) Prior to constructing improvements on the Larson Lane Properties that would substantially alter the existing use, the City will improve the Parking Lot Properties to a form suitable and compatible for commercial use in the form and configuration generally depicted on the attached Exhibit I.

(b) Chambers Bay Center covenants and agrees as follows:

(i) Between the date of this Agreement and until such time as Chambers Bay Center has conveyed an interest in the Larson Lane Properties to the City, Chambers Bay Center shall not dedicate, gift, transfer, mortgage or convey any interest in the Larson Lane Properties.

(ii) On or before Closing, Chambers Bay Center shall execute a Landscape Maintenance Agreement in the form attached hereto as Exhibit J.

(iii) On or before Closing, Chambers Bay Center will convey an interest in the Larson Lane Properties to the City by appropriate instruments in a form suitable to both parties. These instruments will convey permanent easements for the conveyance of vehicular and pedestrian traffic and associated utilities.

(iv) Following mutual acceptance of this Agreement, Chambers Bay Center shall also convey a temporary construction easement associated with the construction of Larson Lane and to facilitate any work incidental to the

improvement of the Parking Lot Properties in furtherance of this Agreement. This temporary construction easement shall commence upon execution and shall remain in effect until such time as all construction is complete, but in no event to exceed two years following mutual execution. The temporary construction easement area is as set forth in Exhibit G and generally depicted in Exhibit H, both of which are attached hereto and incorporated by reference.

(C) Both Parties covenant and agree as follows:

(i) On or before Closing, both parties shall fully release those easements or encumbrances recorded under Pierce County Auditor File No. 200005050617 as "Easement B" and "Easement C" and shall release those ingress and egress easements identified within that same document as "Easement A." The parties shall further release all obligations and responsibilities associated with the released easements and encumbrances.

4. Access to Properties. The Parties and their authorized contractors, consultants and agents shall have access to the Parking Lot Properties and the Larson Lane Property at all reasonable times following execution of this Development Agreement.

5. Closing. As used in this Agreement, "Closing" and "Closing Date" mean the date on which the Deeds and all other documents required to be recorded by this Agreement are recorded. Chambers Bay Center and the City Representative shall place into escrow with Chicago Title Company all instruments and documents in accordance with this Agreement. In the event either the City or Chambers Bay Center has been unable, despite its reasonable, good faith efforts to satisfy all of the conditions for Closing set forth in this Agreement by the Closing Date, then unless the City Representative and Chambers Bay Center agree to a further extension of the Closing Date, this Agreement shall automatically terminate, and except as otherwise expressly provided herein, neither party hereto shall have any further rights, duties, liabilities or obligations to the other.

The closing of the transactions described herein ("Closing") shall occur the latter of (a) within sixty (60) days from the date of this Agreement; or (b) within thirty (30) days from the date of completion of the work described in Paragraph 3(a)(iii). The parties' obligations hereunder shall immediately terminate in the event Closing fails to timely occur as described herein.

In connection with the Closing, the City shall pay the cost of Surveys, one-half of the Closing escrow fees, the cost of recording documents to clear the City's title, transfer or excise taxes if applicable, and the City's attorneys' fees.

In connection with the Closing, Chambers Bay Center shall pay one-half of the Closing escrow fees, all recording fees for the Deed, and Chambers Bay Center's attorneys' fees.

Either party may obtain, at their own expense, an owner's title policy with respect to any of the properties subject to this transaction in such amounts and with such exceptions as shall be satisfactory to such party, in that party's sole discretion.

6. No Brokers. 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.

"AS-IS" Conveyance. Upon electing to proceed with Closing, both Parties represent that they have had an opportunity to and have conducted a thorough investigation of the properties and are in all respects knowledgeable and familiar with the present condition and state of repair of the Properties. Both parties acknowledge that they are concluding the acquisition of the property rights herein based solely upon their inspection and investigation of the properties and that, except as otherwise provided herein, the properties are being conveyed in an "AS-IS" condition and state of repair, and with all faults, of any kind or nature and without any representations or warranties, express, implied or statutory. IN PARTICULAR, BUT WITHOUT LIMITATION, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PHYSICAL CONDITION OR VALUE OF THE PROPERTIES, SOILS CONDITIONS, OR OTHER PHYSICAL CHARACTERISTICS OF ALL OR ANY PORTION OF SAID PROPERTIES OR THE SUITABILITY OF ALL OR ANY PORTION OF THE SAID PROPERTIES FOR INTENDED DEVELOPMENT. Following the City's completion of the improvements to be made to the Parking Lot Properties, and upon recording of the Deed, Chambers Bay Center shall be deemed to have accepted the Parking Lot Properties in its "AS-IS, WHERE-IS" condition and state of repair and does hereby waive and release and agrees to defend, indemnify and hold the City, its officials, officers, employees and agents harmless from any and all damages, losses, liabilities, costs and expense whatsoever (including, without limitation, reasonable attorneys' fees and costs) and claims thereof, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or in connection with the physical or environmental condition of the Parking Lot Properties or any requirements of law applicable thereto.

8. Default. 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 give written notice of the same. Except as specified herein, if either party is in default prior to closing, the non-defaulting party shall have as its sole and exclusive remedy, to terminate this Agreement, and except as otherwise expressly provided herein, neither party shall thereafter have any further rights or obligations under this Agreement. If Chambers Bay Center is in default after the City begins construction of improvements upon the Parking Lot Properties as set forth in Paragraph 3(a)(iii), the City's sole and exclusive remedy shall be specific performance.

9. Assignment. Chambers Bay Center shall not voluntarily or involuntarily sell, transfer, convey, assign or otherwise dispose of its rights under this Agreement, in whole or in part, to any entity not affiliated with Chambers Bay Center or its principals, without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned or delayed. 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. Cost of Work. Except as set forth herein, the City agrees to be responsible for the costs of (1) improving the Parking Lot Properties; and (2) building Larson Lane. Nothing herein shall be deemed to obligate the City to contribute toward the cost of purchase, to condemn or to pay any other necessary cost or claim to condemn or otherwise acquire access rights not otherwise set forth herein, and Chambers Bay Center agrees to hold harmless and indemnify the City, its officers, agents, and employees from any cost, claim or liability whatsoever, including but not limited to allegations of inverse condemnation or taking, which may arise from or out of this Agreement.

11. Severability. 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.

12. Further Assurances. 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. Chambers Bay Center and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

13. Interpretations. 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.

14. Entire Agreement. 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.

15. Notices. 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
3609 Market Place W., Suite 200
University Place, WA 98466-4456
Tel: (253) 460-2519

Chambers Bay Center's Representative:

Charles Frank Hawkins
Managing Member
Chambers Bay Professional Center, LLC
3560 Bridgeport Way West
University Place, WA 98466

16. Counterparts. 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.

17. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Washington with venue in Pierce County.

18. Successors and Assigns. 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.

19. Relationship of Parties. Chambers Bay Center and the City shall not be construed as having a joint venture or partnership, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Chambers Bay Center shall have no right or authority, express or implied, to commit or otherwise obligate the City in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the City.

20. Attorneys' Fees. Each party shall be responsible for payment of the legal fees and costs of its own counsel in the event of any litigation, arbitration or other proceeding brought to enforce or interpret or otherwise arising out of this Agreement.

21. Survival of Provisions. Except as otherwise expressly provided herein, the covenants, representations, agreements, terms and provisions contained herein shall survive and shall not be deemed to have merged with or into the Deed.

22. Conflicts of Interests. No member, official or employee of the City shall make any decision relating to the Agreement which affects his or her personal interests

or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

23. Non-Liability of City, Officials, Employees, and Agents. No member, official, employee or agent of the City shall be personally liable to Chambers Bay Center, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Chambers Bay Center

24. Prorations. All utilities and special assessments shall be prorated as of the Closing Date. Because the City is exempt from property taxes, no proration of ad valorem property taxes is required; however, Chambers Bay Center shall be responsible for payment of all property taxes and all special assessments and local improvement district assessments which affect the Parking Lot Properties, from and after the Closing Date.

25. Memorandum of Agreement. Recording; No Third Party Beneficiary. Pursuant to the Development Agreement Statute, RCW 36.70B.190, this Agreement or a memorandum thereof shall be recorded with the Pierce County Recorder's Office. This Agreement is made and entered into for the sole protection and benefit of the Parties, their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of October, 2020.

**CHAMBERS BAY PROFESSIONAL
CENTER, LLC**

CITY OF UNIVERSITY PLACE

By: _____
Charles Frank Hawkins
Its: Managing Member

By: _____
Stephen P. Sugg
City Manager

Approved as to form:

By: _____
Matthew S. Kaser, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of October, 2020, before me personally appeared Charles Frank Hawkins to me known to be the Managing Member of Chambers Bay Professional Center,

LLC, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of October, 2020, before me personally appeared Stephen P. Sugg to me known to be the City Manager of the City of University Place, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at: _____
My Commission Expires: _____

EXHIBIT A
DEED LEGAL EXHIBIT

(PORTIONS OF PARCEL NOS. 0220152042 & 0220152069)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00°26'36" WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 400.00 FEET;
THENCE SOUTH 89°42'47" WEST, 40.00 FEET TO A POINT ON THE WESTERLY MARGIN OF BRIDGEPORT WAY, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 89°42'47" WEST, 175.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 22.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 67°56'46" EAST;
THENCE NORTHWESTERLY AND COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°21'12", A DISTANCE OF 10.50 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 40°35'33" WEST;
THENCE NORTHWESTERLY AND CLOCKWISE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°39'47", A DISTANCE OF 20.80 FEET;
THENCE NORTH 00°33'27" WEST, 31.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 18.00 FEET;
THENCE NORTHEASTERLY AND CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°00'29", A DISTANCE OF 28.59 FEET;
THENCE SOUTH 89°33'37" EAST, 147.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 23.50 FEET;
THENCE SOUTHEASTERLY AND CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°26'55", A DISTANCE OF 21.51 FEET TO THE AFORESAID WESTERLY MARGIN OF BRIDGEPORT WAY;
THENCE SOUTH 00°26'36" WEST, ALONG SAID MARGIN, 14.84 FEET TO AN ANGLE POINT IN SAID MARGIN;
THENCE NORTH 89°42'47" EAST, CONTINUING ALONG SAID MARGIN, 6.37 FEET TO AN ANGLE POINT IN SAID MARGIN;
THENCE SOUTH 00°26'36" WEST, CONTINUING ALONG SAID MARGIN, 50.00 FEET TO THE **POINT OF BEGINNING**.

PAGE 1 OF 2



Exhibit A

EXHIBIT A
DEED LEGAL EXHIBIT
(PORTIONS OF PARCEL NOS. 0220152042 & 0220152069)

(CONTAINING 13,866 SQ. FT., MORE OF LESS)

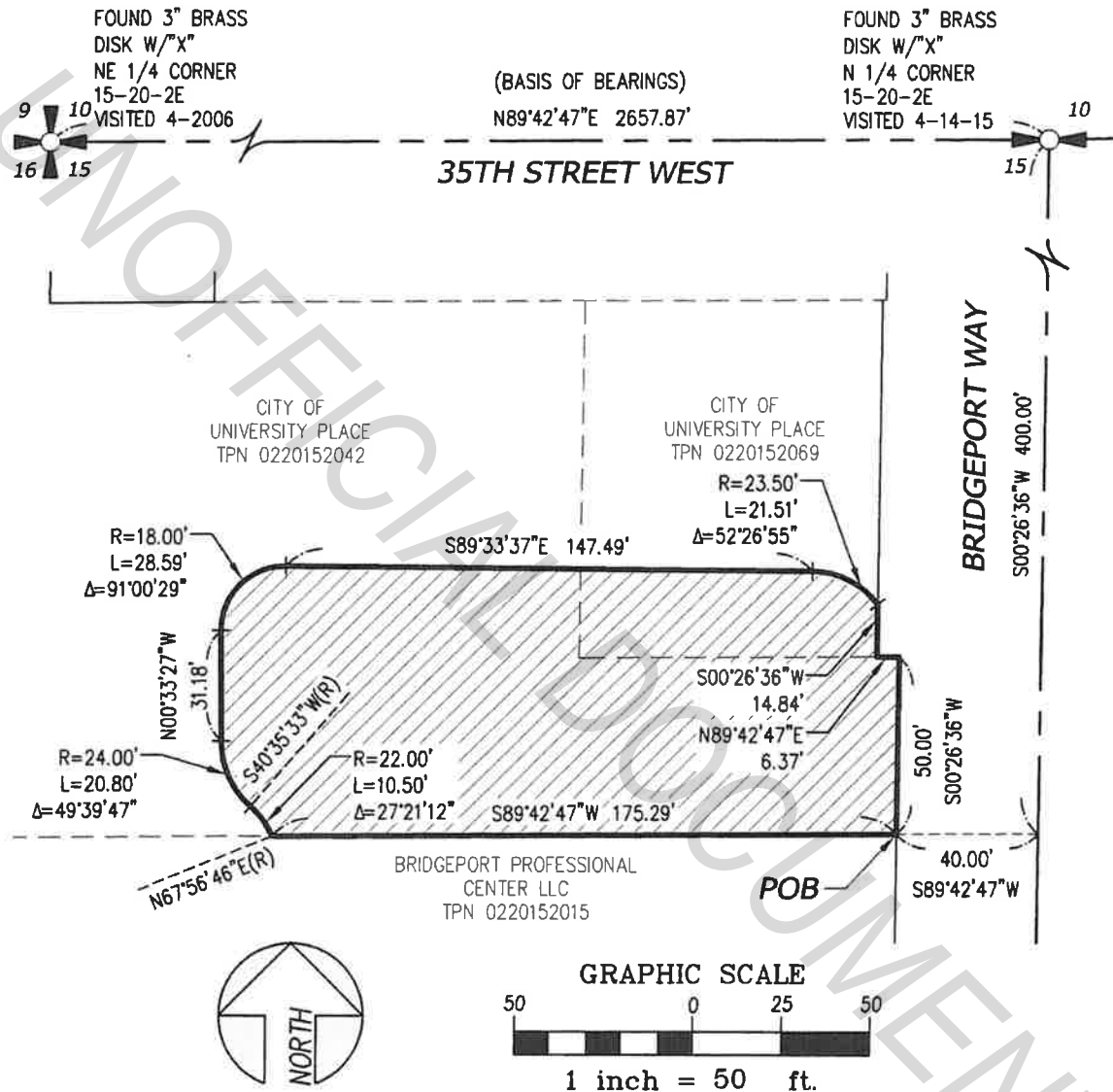


TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

PAGE 1 OF 2

EXHIBIT B

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON



SHEET 1 OF 1

DEED EXHIBIT

APEX JOB NO: 35002	DATE: 01/24/2020
DRAWN BY: SLS	CHECKED BY: TJM
DWG. NO: 35002DEEDEXB.DWG	SCALE: 1"=50'



Apex

Engineering LLC

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
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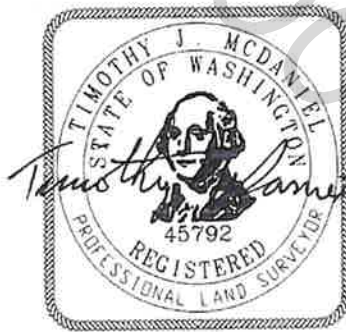
Exhibit B

EXHIBIT A
RIGHT OF WAY EASEMENT LEGAL EXHIBIT
(ACROSS PARCEL NO. 0220152015)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00°26'36" WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 400.00 FEET;
THENCE SOUTH 89°42'47" WEST, 40.00 FEET TO A POINT ON THE WESTERLY MARGIN OF BRIDGEPORT WAY;
THENCE CONTINUING SOUTH 89°42'47" WEST, 201.87 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 00°15'20" WEST, 264.35 FEET;
THENCE SOUTH 89°44'40" EAST, 12.00 FEET;
THENCE SOUTH 00°15'20" WEST, 14.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND THE NORTH LINE OF LOT 12, UNIVERSITY PLACE TOWNCENTER BINDING SITE PLAN, RECORDED UNDER AFN 200909185003;
THENCE SOUTH 89°34'29" WEST, ALONG SAID SOUTH LINE, 36.00 FEET;
THENCE NORTH 00°15'20" EAST, 260.70 FEET;
THENCE NORTH 89°42'47" EAST, 24.00 FEET TO THE **POINT OF BEGINNING**.

(CONTAINING 6,427 SQ. FT., MORE OF LESS)



TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

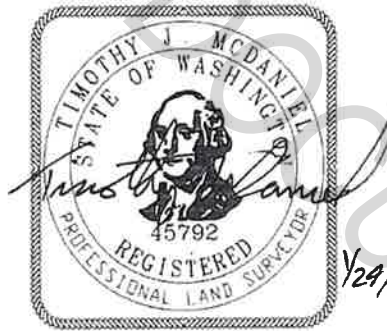
EXHIBIT A
PUBLIC PEDESTRIAN & UTILITY EASEMENT LEGAL EXHIBIT

(ACROSS PARCEL NO. 0220152015)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00°26'36" WEST, ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION, 400.00 FEET;
THENCE SOUTH 89°42'47" WEST, 40.00 FEET TO A POINT ON THE WESTERLY MARGIN OF BRIDGEPORT WAY;
THENCE CONTINUING SOUTH 89°42'47" WEST, 225.87 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 00°15'20" WEST, 260.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 89°34'29" WEST, ALONG SAID SOUTH LINE, 15.34 FEET;
THENCE NORTH 00°15'20" EAST, 260.73 FEET;
THENCE NORTH 89°42'47" EAST, 15.34 FEET TO THE **POINT OF BEGINNING**.

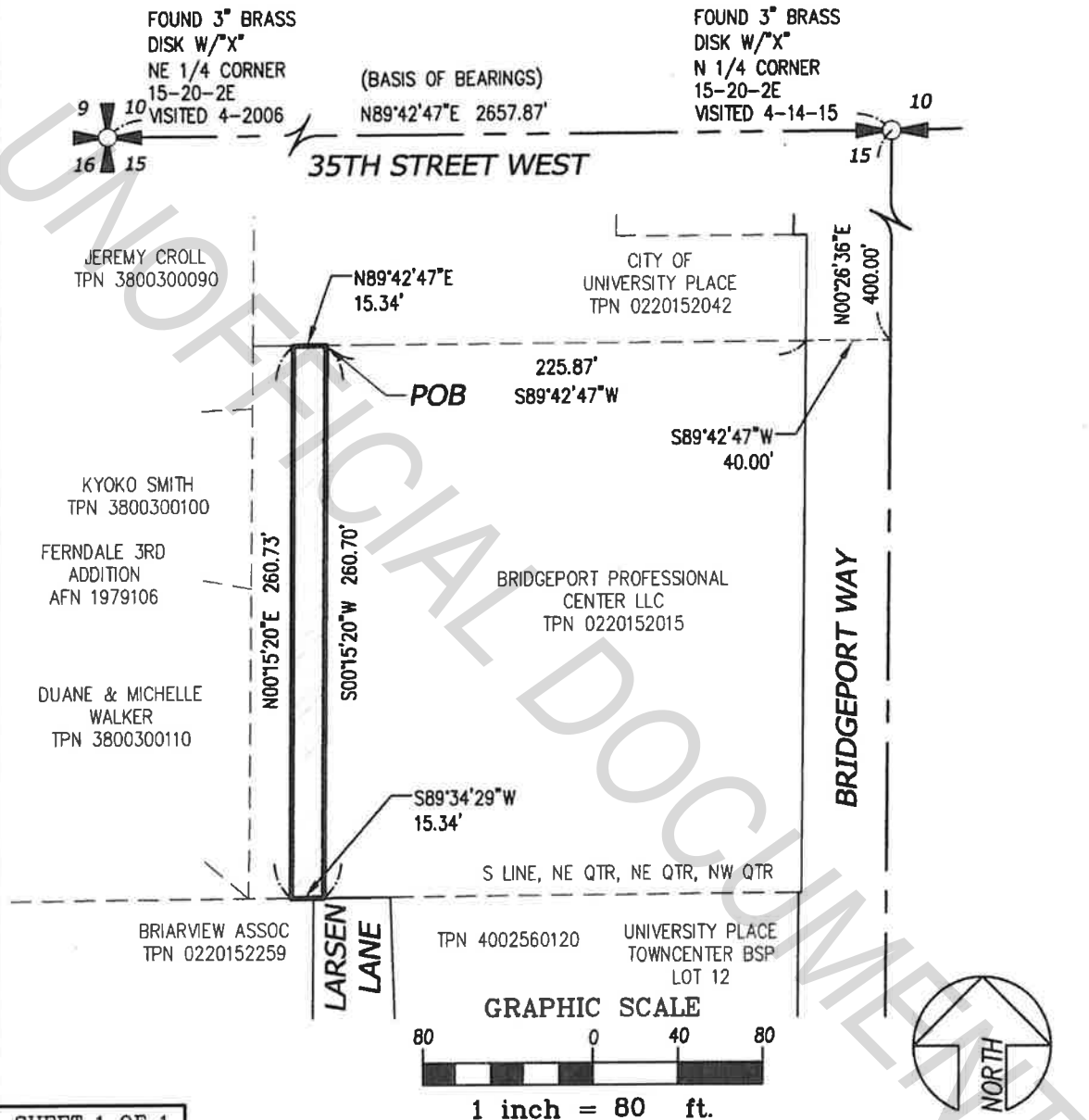
(CONTAINING 4,000 SQ. FT., MORE OF LESS)



TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

EXHIBIT B

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON



SHEET 1 OF 1

PUBLIC PEDESTRIAN & UTILITY EASEMENT EXHIBIT

APEX JOB NO: 35002	DATE: 01/24/2020
DRAWN BY: SLS	CHECKED BY: TJM
DWG. NO: 35002EXB.DWG	SCALE: 1"=80'



Apex

Engineering LLC

2601 South 35th, Suite 200
Tacoma, Washington 98408-7479
(253) 473-4494 FAX: (253) 473-0599
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Exhibit F

EXHIBIT A
CONSTRUCTION EASEMENT LEGAL EXHIBIT
(ACROSS PARCEL NO. 0220152015)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00°26'36" WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 400.00 FEET;
THENCE SOUTH 89°42'47" WEST, 40.00 FEET TO A POINT ON THE WESTERLY MARGIN OF BRIDGEPORT WAY;
THENCE CONTINUING SOUTH 89°42'47" WEST, 172.94 FEET TO **POINT OF BEGINNING 'A'**;
THENCE SOUTH 00°27'37" WEST, 260.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND THE NORTH LINE OF LOT 12, UNIVERSITY PLACE TOWNCENTER BINDGING SITE PLAN, RECORDED UNDER AFN 200909185003;
THENCE SOUTH 89°34'29" WEST, ALONG SAID SOUTH LINE, 16.00 FEET;
THENCE NORTH 00°15'20" EAST, 14.14 FEET;
THENCE NORTH 89°44'40" WEST, 12.00 FEET;
THENCE NORTH 00°15'20" EAST, 246.35 FEET TO A POINT HEREINAFTER REFERRED TO AS **REFERENCE POINT 'A'**;
THENCE NORTH 89°42'47" EAST, 28.93 FEET TO **POINT OF BEGINNING 'A'**.

TOGETHER WITH THE FOLOWING DESCRIBED PROPERTY:

COMMENCING AT AFOREMENTIONED **REFERENCE POINT 'A'**;
THENCE SOUTH 89°42'47" WEST, 44.34' TO **POINT OF BEGINNING 'B'**;
THENCE SOUTH 00°15'20" WEST, 260.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 89°34'29" WEST, ALONG SAID SOUTH LINE, 14.66 FEET TO THE EAST LINE OF FERNDAL THIRD ADDITION, RECORDED UNDER AUDITOR'S FILE NO. 1979106, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE NORTH 00°26'55" EAST, ALONG SAID EAST LINE, 260.79 FEET;
THENCE NORTH 89°42'47" EAST, 13.78 FEET TO **POINT OF BEGINNING 'B'**.

PAGE 1 OF 2

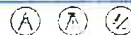


Exhibit G

EXHIBIT A
CONSTRUCTION EASEMENT LEGAL EXHIBIT
(ACROSS PARCEL NO. 0220152015)

(CONTAINING 10,956 SQ. FT. MORE OR LESS)



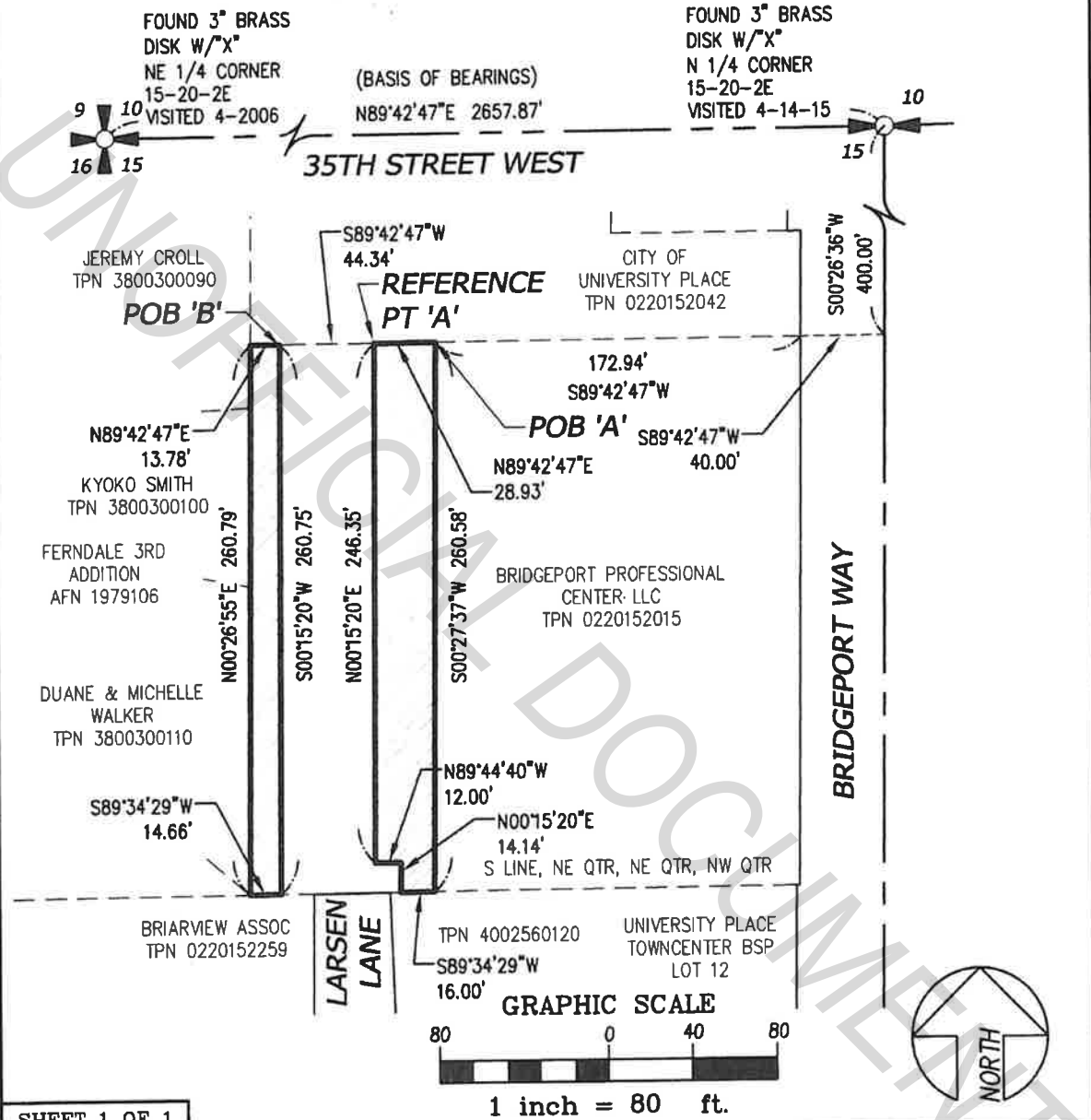
TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

PAGE 2 OF 2



EXHIBIT B

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON



SHEET 1 OF 1

CONSTRUCTION EASEMENT EXHIBIT

APEX JOB NO: 35002	DATE: 01/24/2020
DRAWN BY: SLS	CHECKED BY: TJM
DWG. NO: 35002EXB.DWG	SCALE: 1"=80'



Apex Engineering LLC

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4484 FAX: (253) 473-0589
© APEX ENGINEERING LLC 2020

Exhibit H



After recording return to:

City of University Place
3609 Market Place West, Suite 200
University Place, WA 98466

CITY OF UNIVERSITY PLACE
LANDSCAPE IMPROVEMENT
MAINTENANCE AGREEMENT RESTRICTIVE COVENANT
(Corporate Form)

THIS LANDSCAPE IMPROVEMENT MAINTENANCE AGREEMENT RESTRICTIVE COVENANT is made this _____ day of August, 2020, by Bridgeport Professional Center LLC, a Washington limited liability company ("Grantor") and the City of University Place, a Washington municipal corporation ("Grantee"), pursuant to a Development Agreement between the parties dated August _____, 2020.

Recitals

Grantor is the owner of certain real Property in the City of University Place, Washington, described as set forth in Exhibit "A" and referred to in this Agreement as the "Property."

Grantee owns a right-of-way on or near the proposed development.

Grantor and Grantee hereby covenant and agree as follows:

1.0 Construction

1.1 In connection with the above-referenced Development Agreement, the City of University Place has constructed landscape improvements within and adjacent to the right-of-way, including trees, shrubs, groundcovers (including grass) and irrigation systems ("Improvements"). These Improvements are described and shown on a construction drawing prepared by the City of University Place.

1.2 As a condition of the Development Agreement, Grantor has agreed to enter into this Agreement to ensure that the landscape Improvements are installed and maintained in accordance with the approved plans.

Exhibit J

2.0 Maintenance

Grantor, its heirs, successors or assigns agree to maintain the Improvements in perpetuity.

3.0 No Removal

No part of the Improvements shall be altered or removed except as necessary for maintenance, repair or replacement, except as may be agreed to in writing by the parties.

4.0 Failure to Maintain

If Grantor fails to adequately maintain or repair the Improvements, Grantee shall provide Grantor with oral or written notice of such failure to adequately maintain or repair the Improvements. Following receipt of such notice, Grantee shall provide Grantor with a reasonable opportunity to adequately repair the Improvements; provided, however, that in the event of an emergency, Grantee has the right to repair the Improvements without notice to Grantor. In the event Grantee performs any maintenance or repair on the Improvements, Grantee shall charge Grantor, and Grantor shall pay, the reasonable costs of such work.

5.0 Enforcement

This Agreement may be enforced by Grantee in law or equity against the Grantor, its heirs, successors and assigns.

6.0 Successors and Assigns

These obligations shall run with the Property and be binding upon the Grantor, its heirs, successors and assigns.

7.0 Effective Date

This Agreement is effective on the date first written above.

GRANTOR:

By: _____

Title _____

GRANTEE:

CITY OF UNIVERSITY PLACE

By: _____

Title _____

STATE OF WASHINGTON)
)ss

I certify that I know or have satisfactory evidence that _____
(grantor) is the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ (title) of
_____, to 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 satisfactory evidence that _____
(grantee) is the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____(title) of
CITY OF UNIVERSITY PLACE, to 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: _____

Approved as to form:

City Attorney