

After Recording, Return to:
Saw Shop Property LLC
301 Puyallup Avenue, Suite B
Tacoma, WA 98421

BOUNDARY LINE RESOLUTION AGREEMENT –
City of Tacoma Agreement #A-1151

Under RCW 58.04.007

GRANTOR:	SAW SHOP PROPERTY LLC , a Washington limited liability company
GRANTEE:	CITY OF TACOMA , a municipal corporation of the State of Washington
ABBREVIATED LEGAL:	PTN S 09-T20N-R3E
FULL LEGAL ON PAGE:	Exhibits A, B, C & D
TAX PARCEL NO.:	0320092028 & 0320092038

File No.: 33672

Record of Survey under Recording No. _____ (“Record of Survey”)

THIS BOUNDARY LINE AGREEMENT (herein "Agreement") is executed on this _____ day of _____, 20____, by and between SAW SHOP PROPERTY LLC, a Washington limited liability company (“Saw Shop”) and the CITY OF TACOMA, a municipal corporation of the State of Washington (“City”), as owners of adjoining real property.

I. RECITALS

- A. WHEREAS**, Saw Shop is the owner of the real property located at 221 Puyallup Avenue, Tacoma, Washington (Pierce County Tax Parcel No. 0320092028) and legally described in Exhibit “A” attached hereto (hereinafter “Saw Shop Property”); and City is the owner of real property located at 201 Puyallup Avenue, Tacoma, Washington (Pierce County Tax Parcel No. 0320092038), legally described in Exhibit “B” attached hereto (“City Property”);
- B. WHEREAS**, the legal descriptions for both parcels use measurements based on a former spur track of the Chicago Milwaukee, St. Paul and Pacific Railroad Company, the location of which is no longer ascertainable. For purposes of this

Agreement, the aforementioned location issue shall be referred to herein as the “Boundary Line Issue.”

- C. **WHEREAS**, the parties desire to forever settle and resolve any and all disputes, claims and controversies between and among them concerning the “Boundary Line Issue” mentioned above and wish to avoid the uncertainty and costs involved with any potential litigation concerning the issue between them. The parties wish to fix, by this Agreement, the boundary lines between the subject properties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the foregoing recitals and the covenants and conditions contained herein, the parties hereto agree as follows:

II. AGREEMENT

1. **Resolution.** This Agreement is made pursuant to the provisions of RCW 58.04.007 *et seq.* by and between Saw Shop and City concerning adjoining real property, and resolves certain issues between the parties which have arisen due, in whole or in part, to an ambiguous description of the shared boundary line and the inability to locate the former railroad track.

Saw Shop and City agree for themselves and their respective successors, heirs and assigns that the subject property line shall be fixed as indicated in the legal descriptions of each property, after the recording of this Agreement, in Exhibit “C” for the Saw Shop Property and Exhibit “D” for the City Property, respectively. The description of the agreed upon property line is attached hereto as Exhibit “E”. The property line is the building property line, which already incorporates the City’s desired setbacks from underground utilities PROVIDED, any future building foundations shall be designed and constructed to a depth that extends below the existing storm sewer system and that will allow for future excavation and repair of such infrastructure without impacting a building or building foundation. All future building foundations shall be designed and constructed in a manner that protects the storm sewer infrastructure from damage or any other impacts to the structural and/or operational integrity of the system.

2. **Conveyance.** To the extent necessary to effectuate and adopt the boundary line set forth and described in this Agreement, each party does hereby quit claim and convey, without warranty of any kind, to each other party, such property, as described in Quit Claim Deeds recorded under Auditor’s File Numbers _____ and _____, as may be necessary in order to effectuate the provisions of this Agreement.

3. **Condition of Property.** The parties agree that the property that is the subject of this Agreement is transferred and accepted as-is with no representations as to condition or defects. Neither party shall have any claim against the other arising out of the condition of the property and any defects known or latent, specifically including environmental issues.

4. Consideration. In consideration of the execution of this Agreement, the transfer of the real property described herein, and the resolution of all claims, whether actual or alleged, under the Boundary Line Issue which may have arisen between the parties hereto, Saw Shop and City agree to the following (1) Saw Shop will be responsible and shall exclusively bear all costs related to the executing of this boundary line resolution exclusively including a property line survey to establish the new line and accompanying legal descriptions, Quit Claim Deed legal descriptions, recording fees, county and/or city fees; (2) Saw Shop and City hereby mutually and reciprocally agree to indemnify and hold each other harmless from any and all further claims arising from the boundary line addressed in this Agreement; and (3) City agrees that the new boundary line established by this Agreement shall not be utilized by City as a basis to find that any existing structures on the Saw Shop property have become non-conforming due to setback, and subject to non-conforming structure rules. Any new structures developed on the Saw Shop property will comply with applicable setback requirements on the new boundary line.

5. Miscellaneous Terms.

- 5.1 Final Agreement. The parties agree that this Agreement constitutes a final settlement of all claims or potential claims arising out of the Boundary Line Issue, and that this Agreement constitutes their entire understanding. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement shall supersede and replace any prior written or oral agreement between the parties, concerning the same general subject matter. Neither party has entered into this Agreement based on any representation or consideration not stated in this Agreement.
- 5.2 Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- 5.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Washington and shall bind and inure to the heirs, personal representatives, successors and assigns of the parties hereto. Jurisdiction of any litigation arising out of this Agreement shall be in the Pierce County Superior Court.
- 5.4 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereof.
- 5.5 Modification/Amendment. No change, modification or amendment to this Agreement shall be valid or binding unless such change or modification is in writing signed by the persons against whom it is sought to be enforced.

- 5.6 Counterparts. This Agreement may be executed in one or more original counterparts each of which will be deemed an original and all of which together shall constitute one and the same instrument.
- 5.7 Tax Benefits/Liabilities. The parties will be responsible for their own tax benefits and/or liabilities which may arise from this Agreement.
- 5.8 Attorney's Fees and Costs. In addition to any and all other remedies available under this Agreement or by law, if any arbitration proceeding or litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (including those incurred on appeal), in addition to any other relief to which it or they may be entitled.
- 5.9 Representation and Opportunity to Review. The parties hereby declare that they have had the opportunity to review this Agreement by and through their own independent legal counsel, and the terms of this Agreement have been fully read, are fully understood and are voluntarily accepted for the purpose of making resolving all claims or potential claims.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVING CAREFULLY READ AND CONSIDERED THE FOREGOING AGREEMENT IN ITS ENTIRETY FULLY UNDERSTANDING THE SIGNIFICANCE THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SAW SHOP PROPERTY LLC:

By: Rick Semple, Member

By: Neil Harris, Member

CITY OF TACOMA:

ATTEST:

By: Victoria R. Woodards, Mayor

By: Doris Sorum, City Clerk

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rick Semple and/or Neil Harris, to me known to be the Members of Saw Shop Property LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Print Name: _____
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rick Semple and/or Neil Harris, to me known to be the Members of Saw Shop Property LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
Print Name: _____
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)

) ss:

COUNTY OF PIERCE)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Victoria R. Woodards, to me known to be the Mayor of the City of Tacoma, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of WA.
Print Name: _____
Residing at: _____
My Commission Expires: _____

Approved:

Michael P. Slevin, III, P.E.
Environmental Services Director

Saada Gegoux,
Risk Manager

Andrew Cherullo,
Finance Director

John Burk, P.E.
Division Manager
Science & Engineering Division

Approved as to form:

Legal Description Approved:

Deputy City Attorney

Gary Glidden, P.E., P.L.S.
Chief Surveyor/ES

EXHIBIT 'A'

ORIGINAL DESCRIPTION OF PARCEL "A" (SAW SHOP PROPERTY)
(TPN 032009-2-028)

ALL THAT PART OF THE UNPLATTED TRACT IN SECTION 9, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W. M., BOUNDED ON THE SOUTH BY PUYALLUP AVENUE, ON THE EAST BY EAST "C" STREET, AND ON THE NORTH AND WEST BY A LINE WHICH IS PARALLEL TO AND 25 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S FORMER MOST NORTHERLY SPUR TRACT. (SAID LINE IS SOUTHEASTERLY PROPERTY LINE OF THE CITY OF TACOMA LAND ACQUIRED FROM CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY QUIT CLAIM DEED DATED JULY 7, 1948, RECORDED AT PIERCE COUNTY AUDITOR'S OFFICE IN VOLUME 909 OF DEEDS AT PAGE 397, UNDER AUDITOR'S FEE NO. 1494066).

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT 'B'

ORIGINAL DESCRIPTION OF PARCEL "B" (CITY PROPERTY)
(TPN 032009-2-038)

THAT PORTION OF UNNUMBERED BLOCK 7118 LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3, EAST OF THE W.M. BOUNDED ON THE NORTH BY THE CITY WATERWAY, ON THE SOUTH BY PUYALLUP AVENUE, ON THE WEST BY EAST "B" STREET AND ON THE EAST BY EAST "C" STREET LYING SOUTHERLY OF A LINE 25 FEET NORTHERLY AND PARALLEL TO THE MOST NORTHERLY SPUR TRACK OF CHICAGO, MILWAUKEE, ST PAUL & PACIFIC RAILROAD COMPANY;

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF A LINE PARALLEL TO AND 25 FEET NORTHERLY AS MEASURED AT A RIGHT ANGLE FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S FORMER MOST NORTHERLY SPUR TRACK;

TOGETHER WITH WESTERLY ABUTTING 10 FEET BY STREET VACATION;

TOGETHER WITH THE WEST ONE HALF OF EAST "C" STREET VACATED AS PER ORDINANCE #24019 LYING WESTERLY OF AND ABUTTING LOTS 28 THROUGH 32, INCLUSIVE, OF BLOCK 7119, TACOMA LAND COMPANY'S FIRST ADDITION;

TOGETHER WITH THAT PORTION OF EAST "B" STREET VACATED AS PER ORDINANCE #25370 RECORDED UNDER RECORDING NUMBER 9310250082;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE CENTERLINE OF SAID VACATED EAST "C" STREET
NORTH 07°31'46" WEST 244.11 FEET FROM THE INTERSECTION WITH THE CENTERLINE OF PUYALLUP AVENUE, SAID POINT BEING THE POINT OF BEGINNING FOR SAID DESCRIPTION; THENCE NORTH 07°31'46" WEST 84.86 FEET TO THE SOUTH MARGIN OF BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 82°27'18" WEST 40 FEET; THENCE NORTH 07°31'46" WEST 4.78 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF NORTH 01°18'00" WEST 722.19 FEET; THENCE NORTHWEST ALONG A CURVE THROUGH A CENTRAL ANGLE OF 00°53'00" 11.14 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF NORTH 00°24'59" WEST 592.28 FEET; THENCE WESTERLY ALONG AN ARC THROUGH A CENTRAL ANGLE OF 03°16'49" 33.91 FEET TO A POINT OF CURVATURE ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF SOUTH 32°24'18" EAST 506.10 FEET; THENCE ALONG AN ARC THROUGH A CENTRAL ANGLE 07°48'04"

68.91 FEET; THENCE SOUTH 07°31'29" EAST 16.76 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 15°37'54" EAST 794.87 FEET; THENCE EASTERLY ALONG AN ARC THROUGH A CENTRAL ANGLE OF 10°58'50" 152.53 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT 'C'

REVISED DESCRIPTION OF PARCEL "A" (SAW SHOP PROPERTY)

ALL THAT PART OF THE UNPLATTED TRACT IN SECTION 9, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W. M., BOUNDED ON THE SOUTH BY PUYALLUP AVENUE, ON THE EAST BY EAST "C" STREET, AND ON THE NORTH AND WEST BY A LINE WHICH IS PARALLEL TO AND 25 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S FORMER MOST NORTHERLY SPUR TRACT. (SAID LINE IS SOUTHEASTERLY PROPERTY LINE OF THE CITY OF TACOMA LAND ACQUIRED FROM CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY QUIT CLAIM DEED DATED JULY 7, 1948, RECORDED AT PIERCE COUNTY AUDITOR'S OFFICE IN VOLUME 909 OF DEEDS AT PAGE 397, UNDER AUDITOR'S FEE NO. 1494066)

TOGETHER WITH THAT PORTION OF UNNUMBERED BLOCK 7118 (ALSO KNOWN AS THE UNPLATTED TRACT) LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3, EAST OF THE W.M. BOUNDED ON THE NORTH BY THE CITY WATERWAY, ON THE SOUTH BY PUYALLUP AVENUE, ON THE WEST BY EAST "B" STREET AND ON THE EAST BY EAST "C" STREET LYING SOUTHERLY OF A LINE 25 FEET NORTHERLY AND PARALLEL TO THE MOST NORTHERLY SPUR TRACK OF CHICAGO, MILWAUKEE, ST PAUL & PACIFIC RAILROAD COMPANY;

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF A LINE PARALLEL TO AND 25 FEET NORTHERLY AS MEASURED AT A RIGHT ANGLE FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S FORMER MOST NORTHERLY SPUR TRACK;

TOGETHER WITH WESTERLY ABUTTING 10 FEET BY STREET VACATION;

ALSO TOGETHER WITH THE WEST ONE HALF OF EAST "C" STREET VACATED AS PER ORDINANCE #24019 LYING WESTERLY OF AND ABUTTING LOTS 28 THROUGH 32, INCLUSIVE, OF BLOCK 7119, TACOMA LAND COMPANY'S FIRST ADDITION;

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ALSO EXCEPT ANY PORTION THEREOF LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE UNPLATTED TRACT LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3, EAST OF THE W.M., BOUNDED ON THE NORTH BY THE CITY WATERWAY, ON THE SOUTH BY PUYALLUP AVENUE, ON THE WEST BY EAST "B" STREET AND ON THE EAST BY EAST "C" STREET; THENCE N7°21'47"W, ALONG THE EAST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 123.11 FEET TO THE POINT OF BEGINNING; THENCE S82°38'13"W, A DISTANCE OF 7.79 FEET; THENCE S64°13'08"W, A DISTANCE OF 71.92 FEET; THENCE S22°09'06"W, A DISTANCE OF 64.26 FEET; THENCE S22°36'56"W, A DISTANCE OF 26.15 FEET; THENCE S14°45'57"E, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH LINE OF SAID UNPLATTED TRACT, ALSO BEING THE NORTH LINE OF PUYALLUP AVENUE AND THE TERMINUS OF SAID DESCRIBED LINE, SAID TERMINUS POINT BEING S82°40'11"W, A DISTANCE OF 117.92 FEET FROM THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE NORTH LINE OF PUYALLUP AVENUE.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT 'D'

REVISED DESCRIPTION OF PARCEL "B" (CITY PROPERTY)

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TOGETHER WITH THAT PORTION OF UNNUMBERED BLOCK 7118 (ALSO KNOWN AS THE UNPLATTED TRACT) LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3, EAST OF THE W.M. BOUNDED ON THE NORTH BY THE CITY WATERWAY, ON THE SOUTH BY PUYALLUP AVENUE, ON THE WEST BY EAST "B" STREET AND ON THE EAST BY EAST "C" STREET LYING SOUTHERLY OF A LINE 25 FEET NORTHERLY AND PARALLEL TO THE MOST NORTHERLY SPUR TRACK OF CHICAGO, MILWAUKEE, ST PAUL & PACIFIC RAILROAD COMPANY;

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ALSO TOGETHER WITH THE WEST ONE HALF OF EAST "C" STREET VACATED AS PER ORDINANCE #24019 LYING WESTERLY OF AND ABUTTING LOTS 28 THROUGH 32, INCLUSIVE, OF BLOCK 7119, TACOMA LAND COMPANY'S FIRST ADDITION;

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ALSO EXCEPT ANY PORTION THEREOF LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE UNPLATTED TRACT LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3, EAST OF THE W.M., BOUNDED ON THE NORTH BY THE CITY WATERWAY, ON THE SOUTH BY PUYALLUP AVENUE, ON THE WEST BY EAST "B" STREET AND ON THE EAST BY EAST "C" STREET; THENCE N7°21'47"W, ALONG THE EAST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 123.11 FEET TO THE POINT OF BEGINNING; THENCE S82°38'13"W, A DISTANCE OF 7.79 FEET; THENCE S64°13'08"W, A DISTANCE OF 71.92 FEET; THENCE S22°09'06"W, A DISTANCE OF 64.26 FEET; THENCE S22°36'56"W, A DISTANCE OF 26.15 FEET; THENCE S14°45'57"E, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH LINE OF SAID UNPLATTED TRACT, ALSO BEING THE NORTH LINE OF PUYALLUP AVENUE AND THE TERMINUS OF SAID DESCRIBED LINE, SAID TERMINUS POINT BEING S82°40'11"W, A DISTANCE OF 117.92 FEET FROM THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE NORTH LINE OF PUYALLUP AVENUE.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON

EXHIBIT 'E'

AGREED UPON LINE DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF THE UNPLATTED TRACT LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3, EAST OF THE W.M., BOUNDED ON THE NORTH BY THE CITY WATERWAY, ON THE SOUTH BY PUYALLUP AVENUE, ON THE WEST BY EAST "B" STREET AND ON THE EAST BY EAST "C" STREET; THENCE N7°21'47"W, ALONG THE EAST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 123.11 FEET TO THE POINT OF BEGINNING; THENCE S82°38'13"W, A DISTANCE OF 7.79 FEET; THENCE S64°13'08"W, A DISTANCE OF 71.92 FEET; THENCE S22°09'06"W, A DISTANCE OF 64.26 FEET; THENCE S22°36'56"W, A DISTANCE OF 26.15 FEET; THENCE S14°45'57"E, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH LINE OF SAID UNPLATTED TRACT, ALSO BEING THE NORTH LINE OF PUYALLUP AVENUE AND THE TERMINUS OF SAID DESCRIBED LINE, SAID TERMINUS POINT BEING S82°40'11"W, A DISTANCE OF 117.92 FEET FROM THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE NORTH LINE OF PUYALLUP AVENUE.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.