



LAKESWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, January 12, 2015

7:00 P.M.

City of Lakewood

City Council Chambers

6000 Main Street SW

Lakewood, WA 98499

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (4) 1. Review of a proposed property donation at 3710 100th Street SW. – (Memorandum)
- (33) 2. Economic development update. - (Memorandum)
- (61) 3. Review of a proposed interlocal agreement with Pierce County and the City of University Place relative to Chambers Creek Trail. – (Memorandum)

BRIEFING BY THE CITY MANAGER

ITEMS TENTATIVELY SCHEDULED FOR THE JANUARY 20, 2015 REGULAR CITY COUNCIL MEETING:

- 1. Item Nos. 1 and 3 above.
- 2. Proclamation declaring February 1 – 7, 2015 as Toastmasters International Week. – *Ms. Karen Devereaux, Area Governor, Lakewood Toastmaster Club*
- 3. Authorizing the execution of agreements with the Washington State Department of Enterprise Services relative to the LED streetlights retrofit project. – (Motion – Regular Agenda)
- 4. Authorizing the execution of an amendment to the agreement with Stewart MacNichols Harmell, Inc., P.S., relative to indigent defense services. – (Motion – Regular Agenda)

The City Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

The Council Chambers will be closed 15 minutes after adjournment of the meeting.

5. Authorizing the execution of an agreement with the Humane Society for Tacoma and Pierce County, in the amount of \$108,260, for animal sheltering services from January 1, 2015 through December 31, 2015. – (Motion – Regular Agenda)

COUNCIL COMMENTS

ADJOURNMENT

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CITY OF LAKEWOOD (CITY HALL)
 6000 Main Street SW, Lakewood, WA 98499-5027
 (253) 589-2489

WEEKLY MEETING SCHEDULE
January 12, 2015 – January 16, 2015

Date	Time	Meeting	Location
Jan. 12	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
Jan. 13	No Meeting Scheduled		
Jan. 14	9:30 A.M.	Lakewood Community Collaboration	Lakewood City Hall Council Chambers
Jan. 15	No Meeting Scheduled		
Jan. 16	No Meeting Scheduled		

TENTATIVE WEEKLY MEETING SCHEDULE
January 19, 2015 – January 23, 2015

Date	Time	Meeting	Location
Jan. 19	No Meeting Scheduled	<i>City Hall Closed in observance of Martin Luther King, Jr. Day</i>	
Jan. 20	6:00 P.M.	Youth Council	Lakewood City Hall 3 rd Floor, Conference Room 3A
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
Jan. 21	6:30 P.M.	Planning Commission	Lakewood City Hall Council Chambers
Jan. 22	6:00 P.M.	Landmarks and Heritage Advisory Board	Lakewood City Hall 3 rd Floor, Conference Room 3A
Jan. 23	No Meeting Scheduled		

NOTE: The City Clerk's Office has made every effort to ensure the accuracy of this information. Please confirm any meeting with the sponsoring City department or entity.



TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: DAVID BUGHER, ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR

THRU: JOHN J. CAULFIELD, CITY MANAGER *John J. Caulfield*

DATE: JANUARY 12, 2014

SUBJECT: CONSIDERATION OF PROPERTY DONATION

Request: On May 19, 2014, the city of Lakewood received a letter from Nancy Allo, an attorney, representing 3921 LLC, wanting to donate vacant commercial property to the City. The registered agent of 3921 LLC, is Jae Y. Han, whose address is 3880 Steilacoom Boulevard SW.

Background Information:

Location: 3710 100th Street SW, Assessor's Parcel Number (APN) 0219011105.

Lot size: 29,620 square feet or .68 acres.

City's Future Land Use Map Designation: Corridor Commercial.

Zoning classification is C2.

Surrounding uses: North – wetlands; South – single family residential; East – existing retail, office, service commercial, and visitor serving; and West – existing retail commercial.

Infrastructure: Subject property has seven street trees, but no curb, gutter, and sidewalk.

Parcelization: Property is already subdivided. There is no need to execute a binding site plan as part of the donation.

Site constraints: The subject property is irregularly shaped. In the event WSDOT were to realign State Highway 512 and I-5, WSDOT may have to acquire the site. Traffic flow is heavy. If the site were redeveloped, making left-hand turns would likely be prohibited. Site

contains a gentle slope from east to west. On the east is located an adult bookstore. The property's location is such that it is often littered.

Billboards: There are two billboards. One billboard is located in the middle of the property and the other is located on the far eastern corner. Copies of the leases are on file. The leases are with Empire Outdoor Advertising of the Northwest, Inc. Leases were executed in 1985. Each lease pays \$200 annually to the property owner. The leases may be terminated in the event the property is developed or improved with a permanent building, or is sold.

The City Council reviewed the proposal at a regular meeting conducted on July 7, 2014. An excerpt of the meeting minutes follows:

BRIEFING BY THE CITY MANAGER

Review of property donation at 3710 100th Street SW.

City Manager Caulfield called on Assistant City Manager Bugher who provided an overview of a proposed donation of property at 3710 100th Street SW, of approximately 30,000 square feet near the intersection of South Tacoma Way and 100th Street.

Discussion ensued on how much it would cost to prepare an environmental review; what could the property be used for (open space, gateway into the city, possibly combine property with adjacent properties) and reviewing any potential encroachments. It was the consensus of the Council for staff to proceed with further study of the proposal and its implications.

Preliminary Title Report: A title report was prepared on July 28, 2014. There are property taxes owed. As of the date of the title report, the amount was \$2,551.62.

Property ownership is currently 3921 LLC.

The estate or interest in the land is fee simple.

There is an exception on the deed that allows Pierce County to make necessary slopes for cuts of fill upon the property. At one time the property belonged to the City of Tacoma. In 1964, Tacoma quit claimed the property to Pierce County. It is believed the exception came about in the event Pierce County needed to make right-of-way improvements to 100th Street SW which is adjacent to the site.

Phase I Environmental Site Assessment/Land Survey: The City retained the services VE Environmental Consultants, LLC, to prepare a Phase I Environmental Assessment. The Assessment was filed with the community and economic development department on August 20, 2014. The report concluded that there were no environmental issues identified on the property.

The City also retained the services of land surveyor to prepare a record of survey for the property. The survey was recorded with the Pierce County Auditor on December 3, 2014.

Expenses: The cost of the preliminary title report, environmental assessment, and land survey total about \$5,500.

Recommendation: Authorize the City Manager to execute the necessary documentation to acquire the property - provided the current property owner pays all outstanding property taxes, and City and property owner split equally closing costs.

Attachments:

Correspondence from Nancy Allo

Title Report

Record of Survey

Two Billboard Leases

(Because of its size, the Phase I Environmental Report is on file with the Community & Economic Development Department)

Nancy M. Allo

16417 – 133rd Avenue East
Puyallup, Washington 98374
253 / 770 - 2154

Attorney at Law

nancyvallo@comcast.net

May 19, 2014

City of Lakewood
M. David Bugher, Assistant City Manager/Community Development Director
Lakewood City Hall
6000 Main St. SW
Lakewood, WA 98499

Re: Parcel 0219011105, 3710 100th St. SW, Lakewood, WA 98499

Dear Mr. Bugher:

I represent 3921 LLC, owner of the vacant commercial land referenced above. Enclosed is a copy of the Pierce County taxes /values property profile for the parcel.

My client wants to know if the City of Lakewood would be interested in accepting a donation of this property to the City.

If this donation is something the City of Lakewood would like to pursue, please contact me for further discussion.

Very truly yours,


Nancy McKenney Allo

enc:

cc: 3921 LLC



600 SW 39th Street, Suite 100
Renton, WA 98057

Phone: (425)255-7575 / Fax: (877)521-9938

Order No.: 70007766
Property: 3710 100th St. SW
Lakewood, WA 98499

BUYER/BORROWER(S)
City of Lakewood

**Thank You for specifying Ticor Title Company
Your transaction is important to us.**

ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number:

Issued By:

 **TICOR TITLE COMPANY**

70007766

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

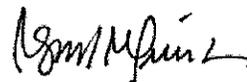
The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:



President

Attest:

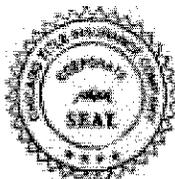


Secretary

Countersigned By:



Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)

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WA-TT-FWNT-02840.660004-SPS-1-14-70007766



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Unit 1 Ticor Title Company 600 SW 39th Street, Suite 100 Renton, WA 98057 Phone: (425)255-7472 Fax: (877)521-9938 Main Phone: (425)255-7575 Email: Unit1.Renton@TicorTitle.com	

SCHEDULE A

ORDER NO. 70007766

1. Effective Date: July 9, 2014 at 08:00AM
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	City of Lakewood		
Policy Amount:	\$30,000.00		
Premium:		\$	500.00
Tax:		\$	47.50
Rate:	Standard		
Total:		\$	547.50
3. The estate or interest in the land described or referred to in this Commitment is:
 Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
 3921 LLC, a Washington limited liability company
5. The land referred to in this Commitment is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

A part of Government Lot 1 of Section 1, Township 19 North, Range 2 East of the W.M., described as follows:

Beginning at the southwest corner of the east half of the west half of said Lot 1;
thence north along the west line of said east half of the west half of Lot 1, a distance of 133.76 feet to the southerly right of way line of 100th Street S.W.;
thence southeasterly along said right of way line 432.83 feet to the south line of said Government Lot 1;
thence westerly along said south line 410.39 feet to the point of beginning, in Pierce County, Washington.

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SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

- 1. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Lakewood.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

- 2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2013
Tax Account No.: 021901-1105
Levy Code: 760
Assessed Value-Land: \$82,300.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$1,280.66
Paid: \$640.33
Unpaid: \$640.33

- 3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2014
Tax Account No.: 021901-1105
Levy Code: 760
Assessed Value-Land: \$117,800.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$1,911.29
Paid: \$0.00
Unpaid: \$1,911.29

- 4. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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SCHEDULE B
(continued)

5. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: 3921 LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

6. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: Pierce County
Recording No.: 2076186

END OF EXCEPTIONS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

APN/Parcel ID(s): 021901-1105
Tax Account No.: 021901-1105

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SCHEDULE B
(continued)

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

3710 100th St. SW
Lakewood, WA 98499

Note C: NOTE: DOCUMENT RECORDING FEES AS OF May 1, 2014
Recording charge for a RESPA transaction (all transfer and loan documents):
RESPA Residential Sale and Purchase \$185.00
RESPA Residential Loan/Refinance \$114.00
RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

NOTE: Recording charge (per document) for a Non-RESPA transaction:
King & Snohomish Counties - \$73.00*
Pierce County - \$74.00*

*First Page of any document containing a legal description, parcel number, or impacting real property; \$1 for each additional page.

Tri-County \$14.00 - First Page: Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee.

NOTE: Part of the RESPA Rule to Simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Ticor Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Chicago Title Insurance Company retains 12% of the total premium and endorsements.

Note D: The language contained in the printed Exceptions from coverage and Conditions and Stipulations of the Policy committed for may be examined by inquiry at the office which issued the Commitment, and a specimen copy of the insurance Policy Form(s) referred to in this Commitment will be furnished promptly upon request.

Note E: Investigation should be made to determine if there are any service, installation, maintenance, or connection charges for sewer, water, electricity or Metro Sewer Treatment Capacity Charge.

Note F: In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.

Note G: Notwithstanding anything to the contrary in this Commitment, if the policy to be is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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SCHEDULE B

(continued)

- Note H: Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- Note I: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- Note J: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note K: As part of Ticor Title Company's commitment to the environment, we encourage the paperless distribution of our products whenever possible. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically.
- Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing WAPolicy@ticortitle.com. Hard copy versions may be issued upon request.
- Note L: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES**END OF SCHEDULE B**

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ALTA Commitment (Adopted: 06.17.2006)

AMERICAN
LAND TITLE
ASSOCIATION



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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: January 24, 2014**

Order No.: 70007766-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

PRIVACY NOTICE (continued)

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

PRIVACY NOTICE
(continued)

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

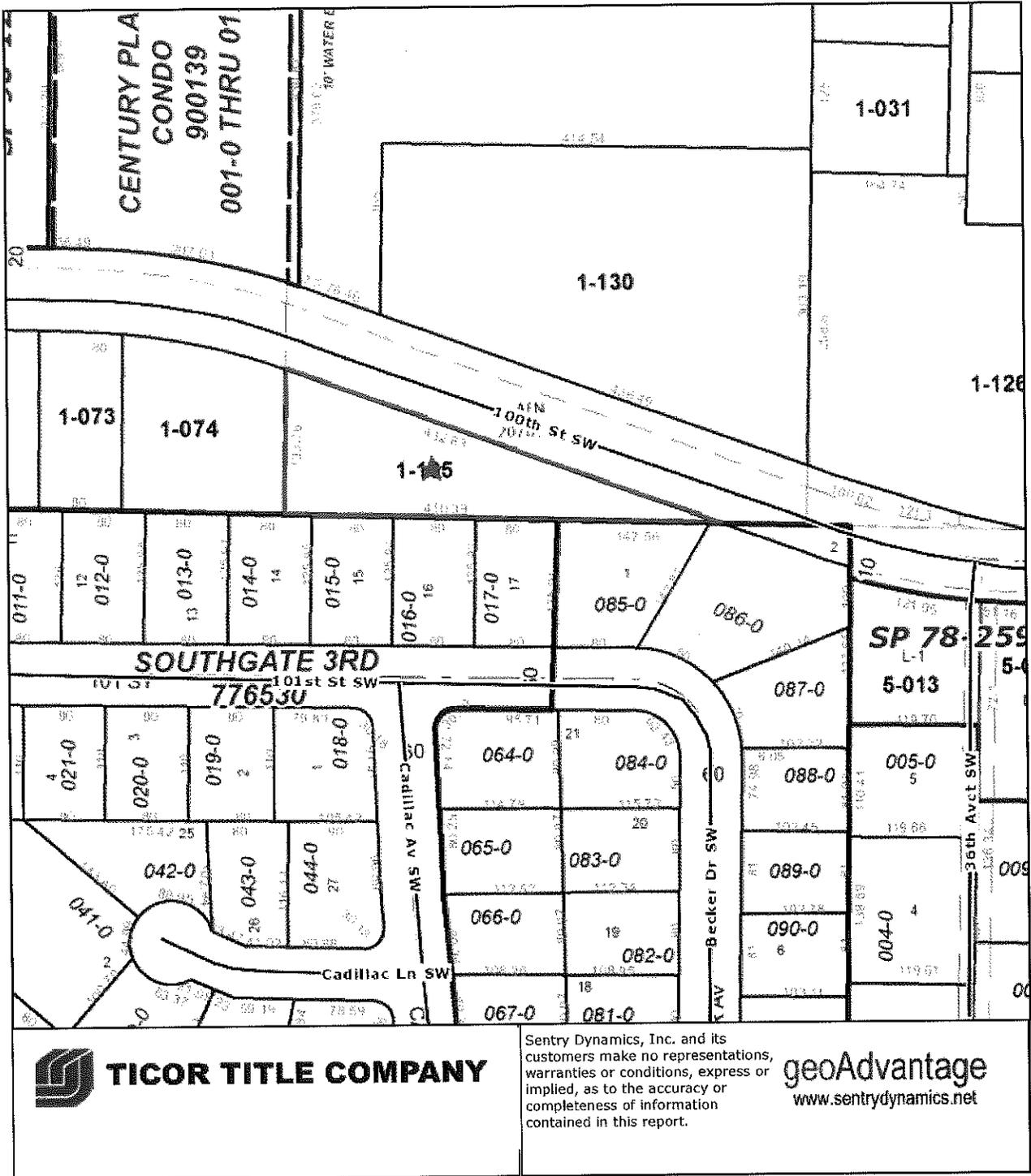
Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014 / LAST UPDATED: JANUARY 24, 2014



TICOR TITLE COMPANY

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

geoAdvantage
www.sentrydynamics.net

201211270204 KYOHN 2 PGS
11/27/2012 10:15:45 AM \$73.00
AUDITOR, Pierce County, WASHINGTON

When recorded return to:
B & H Property Management
3880 Steilacoom Blvd. SW
Lakewood, WA 98499

STATUTORY WARRANTY DEED

THE GRANTOR(S) BOO NAM HAN and BANG KANG HAN, husband and wife, for and in consideration of Ten Dollars in hand paid, conveys, and warrants to 3921 LLC, a Washington limited liability company, the following described real estate, situated in the County of Pierce, State of Washington:

Parcel A: 3921 100th Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 12 : COM SW COR GOVT LOT 2 TH ELY ALG S LI NW OF NE 379.61 FT TO ELY LI NPRR R/W TH N 05 DEG 22 MIN 25 SEC E 107.51 FT TO N LI 60 FT R/W 100TH ST SW TH N 64 DEG 03 MIN 25 SEC E ALG SD R/W 107.92 FT TH ALG C TO R HAVING A RAD OF 746.20 FT THRU AN ANGLE OF 26 DEG 338.61 FT TH S 89 DEG 56 MIN 35 SEC E 150 FT TO POB TH CONT S 89 DEG 56 MIN 35 SEC E TH N 250.55 FT TH E 7.56 FT TH N 11.18 FT TH W 7.56 FT TH N 138.32 FT TH W 240 FT TH S 330 FT TH ALG C TO L HAVING A RAD OF 90 FT THRU AN ANGLE OF 90 DEG 141.37 FT TO POB EXC 100TH ST SW & 42ND AVE SW OUT OF 1-046 SEG M-2782 NF EMS

Parcel B: 3710 100th Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 11 : BEG AT SW COR OF E 1/2 OF W 1/2 OF GOVT LOT 1 TH N ALG W LI 133.76 FT TO SLY R/W LI 100TH ST SW TH SELY ALG SD R/W LI 432.83 FT TO S LI SD GOVT LOT 1 TH WLY ALG SD S LI 410.39 FT TO POB OUT OF 1-005, 1-006 & 1-090 SEG M-1641 NF EMS

LPB 10-05(i)
Page 1 of 2

4297823 2 PGS
11/27/2012 10:15:45 AM KYOHN
EXCISE COLLECTED: \$0.00 PROC FEE: \$5.00
AUDITOR TECH FEE: \$5.00
Pierce County, WASHINGTON

Parcel C: 10001 Kline Street SW, Lakewood, WA 98499, more properly described as:

Section 01 Township 19 Range 02 Quarter 24 M & M 3RD ADD: M & M 3RD ADD L 11 B 3
SUBJ TO UTILITY EASE SUBJ TO PSPL EASE

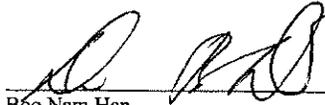
Parcel D: 10003 Kline Street SW, Lakewood, WA 98499, more properly described as:

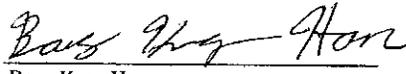
Section 01 Township 19 Range 02 Quarter 24 M & M 3RD ADD: M & M 3RD ADD L 10 B 3
SUBJ TO UTILITY EASE SUBJ TO PSPL EASE

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 0219011111, 0219011105, 5400300520, 5400300510

Dated: 11/27/2012


Boo Nam Han


Bang Kang Han

STATE OF Washington

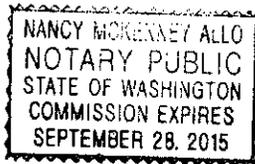
ss.

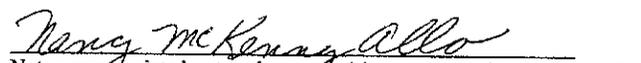
COUNTY OF Pierce

I certify that I know or have satisfactory evidence that Boo Nam Han and Bang Kang Han

are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 11/27/2012




Notary name printed or typed: Nancy McKenney Allo
Notary Public in and for the State of WA
Residing at Puyallup, WA
My appointment expires: 9/28/2015

QUITCLAIM DEED

The grantor, CITY OF TACOMA, a municipal corporation, for and in consideration of Pierce County filling the City of Tacoma's property, south of 100th Street S.W. to an elevation that will provide surface drainage to the finished roadway ditches, conveys and quitclaims to PIERCE COUNTY, WASHINGTON, all interest in the following-described real estate, situate in the County of Pierce, State of Washington:

All that portion of the following-described tract of land lying within the limits of a strip of land sixty (60) feet in width over and across the following described tracts of land:

The west one-half of the east one-half of the west one-half, the east one-half of the east one-half of the west one-half, and the west one-half of the west one-half of the east one-half of Government Lot 1 in Section 1, Township 19 North, Range 2 East, W.M.

Said 60-foot right of way to be 30 feet on each side of the following-described centerline and projections thereof: Beginning at the northwest corner of the southeast quarter of the northwest quarter in Section 1, Township 19 North, Range 2 East W.M.; thence south 0°03'35" east a distance of thirty (30) feet to the centerline of 100th Street southwest and the point of beginning; thence north 89°56'35" east parallel to the north line of said southeast quarter of the northwest quarter a distance of 1388.36 feet; thence on a 127° curve to the left a distance of 216.67 feet; thence north 63°56'35" east a distance of 249.09 feet; thence on an 8° curve to the right a distance of 325.00 feet; thence north 91°51'35" east a distance of 623.68 feet; thence on a 9° curve to the right a distance of 200.00 feet; thence south 72°47'35" east a distance of 542.63 feet; thence on a 9° curve to the left a distance of 200.00 feet; thence north 91°51'35" east a distance of 286.09 feet more or less to the centerline of South Tacoma Way and thirty (30) feet south of the northeast corner of the southeast quarter of the east quarter of said Section 1, Township 19 North, Range 2 East, W.M.

Also the right to construct and maintain necessary cuts and fills for slopes, culverts, special ditches, and appurtenances where the same may extend beyond the limits of the land conveyed, for original grading only as provided in Pierce County Plan #CRP 2458.

RIGHT OF WAY FOR 100TH STREET SOUTHWEST

Dated this 27th day of October, 1964.

Attest:

Josephine Melton
City Clerk

CITY OF TACOMA

By H.M. Tollerson
Mayor

STATE OF WASHINGTON, } ss.
County of Pierce.

On this 27th day of October, 1964, before me personally appeared H. M. TOLLERSON and JOSEPHINE MELTON, to me known to be the Mayor and City Clerk, respectively, of the corporation that executed the foregoing instrument, 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Form approved:

Assistant City Attorney

2076186

Notary Public in and for the State of Washington, residing at Tacoma.

City Engineer

Assessor-Treasurer electronic Property Information Profile

Parcel Summary for 0219011105

07/14/2014 02:25 PM



Property Details

Parcel Number: 0219011105
Site Address: 3710 100TH ST SW
Account Type: Real Property
Category: Land and Improvements
Use Code: 9170-COMM VAC LAND

Taxpayer Details

Taxpayer Name: 3921 LLC
Mailing Address: C/O B & H PROPERTY MGMT
3880 STEELACOOM BLVD SW STE 100
LAKEWOOD WA 98499-7001

Appraisal Details

Value Area: PI4
Appr Acct Type: Commercial
Business Name:
Last Inspection: 05/15/2013 - Physical Inspection

Tax / Assessment

Current Tax Year: 2015
Taxable Value: 92,300
Assessed Value: 92,300

Related Parcels

Group Account Number: n/a
Mobile/MFG Home and Personal Property n/a
parcel(s) located on this parcel:
Real parcel on which this parcel is located: n/a

Tax Description

Section 01 Township 19 Range 02 Quarter 11 : BEG AT SW COR OF E 1/2 OF W 1/2 OF GOVT LOT 1 TH N ALG W LI 133.76 FT TO SLY R/W LI 100TH ST SW TH SELY ALG SD R/W LI 432.83 FT TO S LI SD GOVT LOT 1 TH WLY ALG SD S LI 410.39 FT TO POB OUT OF 1-005, 1-006 & 1-090 SEG M-1641 NF EMS

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Mike Lonergan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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WEBSITE INFORMATION

Privacy Policy
Copyright Notices

Assessor-Treasurer electronic Property Information Profile

Taxes / Values for 0219011105

07/14/2014 02:25 PM



Property Details

Parcel Number: 0219011105
 Site Address: 3710 100TH ST SW
 Account Type: Real Property
 Category: Land and Improvements
 Use Code: 9170-COMM VAC LAND

Taxpayer Details

Taxpayer Name: 3921 LLC
 Mailing Address: C/O B & H PROPERTY MGMT
 3880 STELACOOM BLVD SW STE 100
 LAKEWOOD WA 98499-7001

Assessed Values

Tax Year	Taxable Value	Assessed Total	Assessed Land	Assessed Improvements	Current Use Land	Personal Property	Notice of Value Mailing Date
2015	92,300	92,300	92,300	0	0	0	0 06/27/2014
2014	117,800	117,800	117,800	0	0	0	0 06/24/2013
2013	82,300	82,300	82,300	0	0	0	0 06/22/2012
2012	91,400	91,400	91,400	0	0	0	0 06/27/2011
2011	96,000	96,000	96,000	0	0	0	0 06/21/2010
2010	105,000	105,000	105,000	0	0	0	0 07/17/2009
2009	247,400	247,400	247,400	0	0	0	0 06/13/2008
2008	220,900	220,900	220,900	0	0	0	0 06/22/2007
2007	192,100	192,100	192,100	0	0	0	0 06/12/2006

Current Charges

Property tax interest and/or penalty charges are calculated on the 1st of each month. Your payment must be paid or postmarked prior to the 1st to avoid accrual of those additional charges. If the last day of the month falls on a holiday or weekend, you will have the following business day to pay or postmark without additional interest and/or penalty. If necessary, you can recalculate charges for a future date.

Recalculate

Exemptions

No exemptions

Pay with credit card, Visa debit card or E-check

Payment Mailing Address

Tax Code Areas

Balance Due: 2,773.93	Minimum Due: 1,818.28	as of 07/14/2014			
Tax Year	Charge Type	Amount Charged	Minimum Due	Balance Due	Due Date
2014	Property Tax Principal	1,889.97	944.98	1,889.97	04/30/14
	Property Tax Interest	56.70	56.70	56.70	07/14/14
	Property Tax Penalty	56.70	56.70	56.70	07/14/14
	Weed Control Principal	1.64	0.82	1.64	04/30/14
	Weed Control Interest	0.05	0.05	0.05	07/14/14
	Surface Water Management Principal	15.98	7.99	15.98	04/30/14
	Surface Water Management Interest	0.48	0.48	0.48	07/14/14
	Pierce Conservation District Principal	3.70	1.85	3.70	04/30/14
	Pierce Conservation District Interest	0.11	0.11	0.11	07/14/14
	Pierce Conservation District Penalty	0.11	0.11	0.11	07/14/14
	Total 2014	2,025.44	1,069.79	2,025.44	
2013	Property Tax Principal	1,259.36	629.68	629.68	10/31/13
	Property Tax Interest	56.67	56.67	56.67	07/14/14
	Property Tax Penalty	50.38	50.38	50.38	07/14/14
	Weed Control Principal	1.64	0.82	0.82	10/31/13
	Weed Control Interest	0.07	0.07	0.07	07/14/14
	Surface Water Management Principal	15.98	7.99	7.99	10/31/13
	Surface Water Management Interest	0.72	0.72	0.72	07/14/14
	Pierce Conservation District Principal	3.68	1.84	1.84	10/31/13
	Pierce Conservation District Interest	0.17	0.17	0.17	07/14/14
	Pierce Conservation District Penalty	0.15	0.15	0.15	07/14/14
	Total 2013	1,388.82	748.49	748.49	

Receipts

Date	Number	Amount Applied
05/16/2013	7192799	640.33
11/06/2012	6854944	660.96
05/07/2012	6580369	660.96
11/08/2011	6259721	0.00
11/08/2011	6266823	657.74
05/05/2011	5982867	657.73
11/02/2010	5649296	665.29
05/04/2010	5383944	665.29
11/03/2009	5076577	1,450.41
05/04/2009	4801720	1,450.40
11/04/2008	4487817	1,309.79
05/05/2008	4213438	1,309.79
11/05/2007	3901323	1,172.71
05/07/2007	3636385	1,172.70
11/03/2006	3315565	923.96
05/04/2006	3043562	923.96
11/02/2005	2730238	1,028.44
05/06/2005	2484555	1,028.43
11/01/2004	2142482	968.27
05/04/2004	1894225	968.26

Paid Charges

For questions regarding any electronic payments you may have made, please contact Point & Pay at 1-877-765-4112

Tax Year	Charge Type	Amount Paid
2013	Property Tax Principal	629.68
	Weed Control Principal	0.82
	Surface Water Management Principal	7.99
	Pierce Conservation District Principal	1.84
	Total 2013	640.33

ULID Information

2012	Property Tax Principal	1,299.30	Click here for ULID information
	Weed Control Principal	1.64	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2012	1,321.92	
2011	Property Tax Principal	1,292.85	
	Weed Control Principal	1.64	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2011	1,315.47	
2010	Property Tax Principal	1,308.21	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2010	1,330.58	
2009	Property Tax Principal	2,878.44	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2009	2,900.81	
2008	Property Tax Principal	2,597.21	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2008	2,619.58	
2007	Property Tax Principal	2,323.04	
	Weed Control Principal	1.39	
	Surface Water Management Principal	15.98	
	Pierce Conservation District Principal	5.00	
	Total 2007	2,345.41	

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

Pierce County Assessor-Treasurer
Mike Lonergan
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 ☎ or Fax (253)798-3142 ☎
www.piercecounitywa.org/atr

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WEBSITE INFORMATION

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ULID Information for 0219011105

07/14/2014 02:26 PM



Utility Local Improvement District Details

Warning: ULID Data provided for informational purposes only. For payment information call (253)798-6111

ULID Num: 73-1 - Lakewood-Parkland Sewer

Original Assessment:	\$3,491.60	Interest Rate:	9.360%
Principal Collected:	\$3,491.60	Term (years):	20
Principal Uncollected:	\$0.00	Next Due Date:	
Initial Payment:	\$0.00		

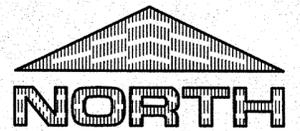
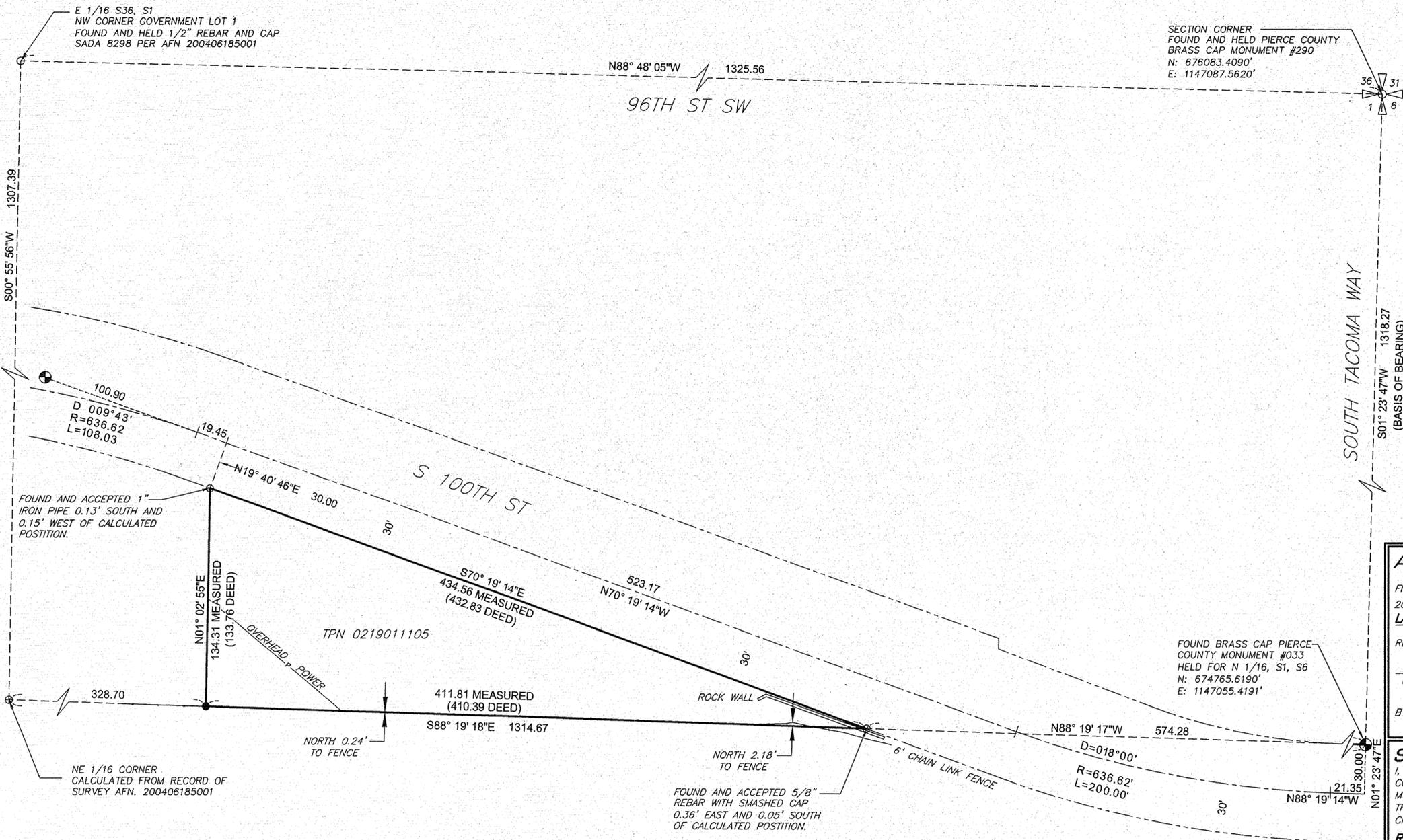
Year	Principal Amt	Interest	Penalty	Amt Due
CURRENT AMOUNT DUE:				\$0.00

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Mike Lonergan
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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RECORD OF SURVEY



SCALE: 1" = 50 FEET
BASIS OF BEARINGS

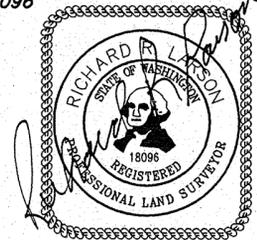
NAD 83/91 BASED ON PIERCE COUNTY CONTROL POINTS:
290
N 676083.4090'
E 1147087.5620'
PIERCE COUNTY BRASS CAP AT THE INTERSECTION OF SOUTH TACOMA WAY AND 96TH ST SW IN THE NORTHBOUND LANE
033
N 674765.6190'
E 1147055.4191'
PIERCE COUNTY BRASS CAP IN THE INTERSECTION OF SOUTH TACOMA WAY AND S 100TH ST

METHOD OF SURVEY AND FIELD EQUIPMENT UTILIZED:
FIELD TRAVERSE METHODS
LEICA TS12P TOTAL STATION

THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW AND 332-130 WAC

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 3rd DAY OF December 20 14, AT 10 O'CLOCK A.M., AT THE REQUEST OF **LARSON & ASSOCIATES, INC.**
RECORDING NO: 201412035001
Julie Anderson
PIERCE COUNTY AUDITOR
BY: J.P. Anderson
DEPUTY AUDITOR
FEE: \$ 138.00

SURVEYOR'S CERTIFICATE
I, RICHARD R. LARSON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CITY OF LAKEWOOD IN NOVEMBER 2014.
RICHARD R. LARSON, REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 18096
DATE: 11-2-14



LEGAL DESCRIPTION (REFERENCE DEED RECORDED UNDER AFN 201211270204)
A PART OF GOVERNMENT LOT 1 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 2 EAST, OF THE W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF THE SAID EAST HALF OF THE WEST HALF OF LOT 1, A DISTANCE OF 133.76 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 100TH STREET S.W.; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 432.83 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 1; THENCE WESTERLY ALONG SAID SOUTH LINE 410.39 FEET TO THE POINT OF BEGINNING;
SITUATE IN THE CITY OF LAKEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON.
(TAX PARCEL No: 0219011105)
(PROPERTY ADDRESS: 3710 100TH ST SW, LAKEWOOD, WA 98499)

SURVEY REFERENCES
1) R.O.S. VOL. 24, PG. 30, G.N. WESSEL (1978)
2) R.O.S. AFN 200406185001, D.T. HARTMAN (2004)

SURVEYOR'S NOTE
GOVERNMENT LOT 1 WAS CALCULATED FROM R.O.S. AFN200406185001

- LEGEND**
- ⊕ FOUND SURFACE BRASS MONUMENT
 - FOUND AS STATED
 - SET 1/2" REBAR W/YELLOW PLASTIC I.D. CAP MARKED "LARSON 18096" & WHITE STAKE
 - ⊕ CALCULATED POSITION

AUDITOR'S INDEXING DATA

QUARTER/QUARTER	QUARTER	SECTION	TOWNSHIP	RANGE
NE	NE	1	19N	2E, W.M.

LARSON
And Associates
Land Surveyors & Engineers, Inc.
8337-ROS
11-14-2014
4401 South 66th Street
Tacoma, Washington 98409
(253)474-3404 / FAX (253)472-7358

201412035001 030

ORIGINAL

L# 40190



**EMPIRE OUTDOOR ADVERTISING
OF THE NORTHWEST, INC.**

P.O. Box 24431, Seattle, WA 98124-0431

Date: Aug 12, 1985
City/State: Pierce Co. Wa

In consideration of Two Hundred and 00 (\$ 200.00) dollars, payable annually, the undersigned as Lessor hereby grants to Empire Outdoor Advertising of the Northwest, Inc., the exclusive right to use for outdoor advertising purposes the property described as:

100.00 St. W/O Sen Tacoma Wa
2 BACK TO BACK 755' W/O SO TACOMA WAY
BEG AT S.W. COR of E 1/2 of W 1/2 of Govt. Lot 1 TH N ALG. W. LI
133.76' To sly R/W Li 100.00 ST. SW ALG S.D. R/W LI 432.83 To sly Li

In the City of _____, County of Pierce, State of Wa, for a period of fifteen (15) years from Date of Permit, 19 85.

This lease may be terminated in the event the property is to be developed or improved with a permanent commercial or residential building. Lessee will remove its sign(s) upon (60) days written notice accompanied by unearned rent.

This lease may be terminated in the event the property is sold. Lessee will remove its sign(s) upon (60) days written notice of such sale accompanied by unearned rent. Notice of Termination must be given, however, within thirty (30) days after such sale. Lessee shall save the Lessor harmless from all damages to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

If the view of the property of Lessee's signs is obstructed or impaired, or the value of such signs is diminished by reason of diversion or reduction of traffic or the use of such signs is prevented by law, or if, for any reason, a building permit for the erection of such signs is refused, Lessee has the option to adjust rental in direct proportion to loss in revenue, to terminate the lease and receive all rent paid for the unexpired term, or to keep the lease in force, except no rent shall accrue while such conditions continue. Lessee shall have the right to terminate the agreement at the end of any monthly period upon written notice to Lessor, served not less than thirty (30) days before the end of such monthly period.

Lessee shall remain the owner of all signs and improvements placed by Lessee on the property, and notwithstanding the fact that such signs and improvements constitute real estate fixtures, Lessee shall have the right to remove them at any time.

This agreement is binding upon the heirs, assigns and successors of the undersigned as Lessor and Empire Outdoor Advertising of the Northwest, Inc.

After the term thereof, this agreement shall continue in force from year to year, unless terminated at the end of such term, or any additional year thereof, upon written notice of termination by the Lessor or Lessee, served not less than thirty (30) days before the end of such term or additional year.

EXECUTED BY THE LESSOR in the presence of _____ who is requested to sign as witness.

ACCEPTED and APPROVED:
Empire Outdoor Advertising of the
Northwest, Inc.

[Signature]
[Signature]

Lessor(s)

BANG KANG HAN
Bang Kang Han
9122 SO TACOMA WAY
Social Security Number or Federal Identification Number

531 68 7038

LA 14293



**EMPIRE OUTDOOR ADVERTISING
OF THE NORTHWEST, INC.**

P.O. Box 24431, Seattle, WA 98124-0431

Date: Aug 13, 1985

City/State: Tacoma, Pierce

In consideration of Two Hundred (\$200.00) dollars, payable annually, the undersigned as Lessor hereby grants to Empire Outdoor Advertising of the Northwest, Inc., the exclusive right to use for outdoor advertising purposes the property described as:

on property on 100th St. W/O So Tacoma Hwy
2- BACK TO BACK 625' W/O So TACOMA WAY

BEG. AT S.W. COR of E 1/2 of N 1/2 of Govt. Lot 1 T4 N. A1/4 W Li 133.76' To sly R/W
Li 100th SW. A1/4 S.D. R/W Li 432.83' To So Li

In the City of _____, County of Pierce, State of Wa., for a period of fifteen (15) years from
DATE OF PERMIT 19

This lease may be terminated in the event the property is to be developed or improved with a permanent commercial or residential building. Lessee will remove its sign(s) upon (60) days written notice accompanied by unearned rent.

This lease may be terminated in the event the property is sold. Lessee will remove its sign(s) upon (60) days written notice of such sale accompanied by unearned rent. Notice of Termination must be given, however, within thirty (30) days after such sale. Lessee shall save the Lessor harmless from all damages to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

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EXECUTED BY THE LESSOR in the presence of _____ who is requested to sign as witness.

ACCEPTED and APPROVED:
Empire Outdoor Advertising of the
Northwest, Inc.

[Signature]
[Signature]

Lessor(s)

BANG KANG HAN
Bang Kang Han
9122 SO TACOMA WAY
Social Security Number or Federal Identification Number

531 68 7038



To: Mayor and City Councilmembers

From: Becky Newton, Economic Development Manager
M. David Bugher, Assistant City Manager /
Community and Economic Development Director

Through: John J. Caulfield, City Manager

Meeting Date: January 12, 2015

Subject: Economic Development Update

Enclosed is a presentation of economic development activities for the period of August through December, 2014.

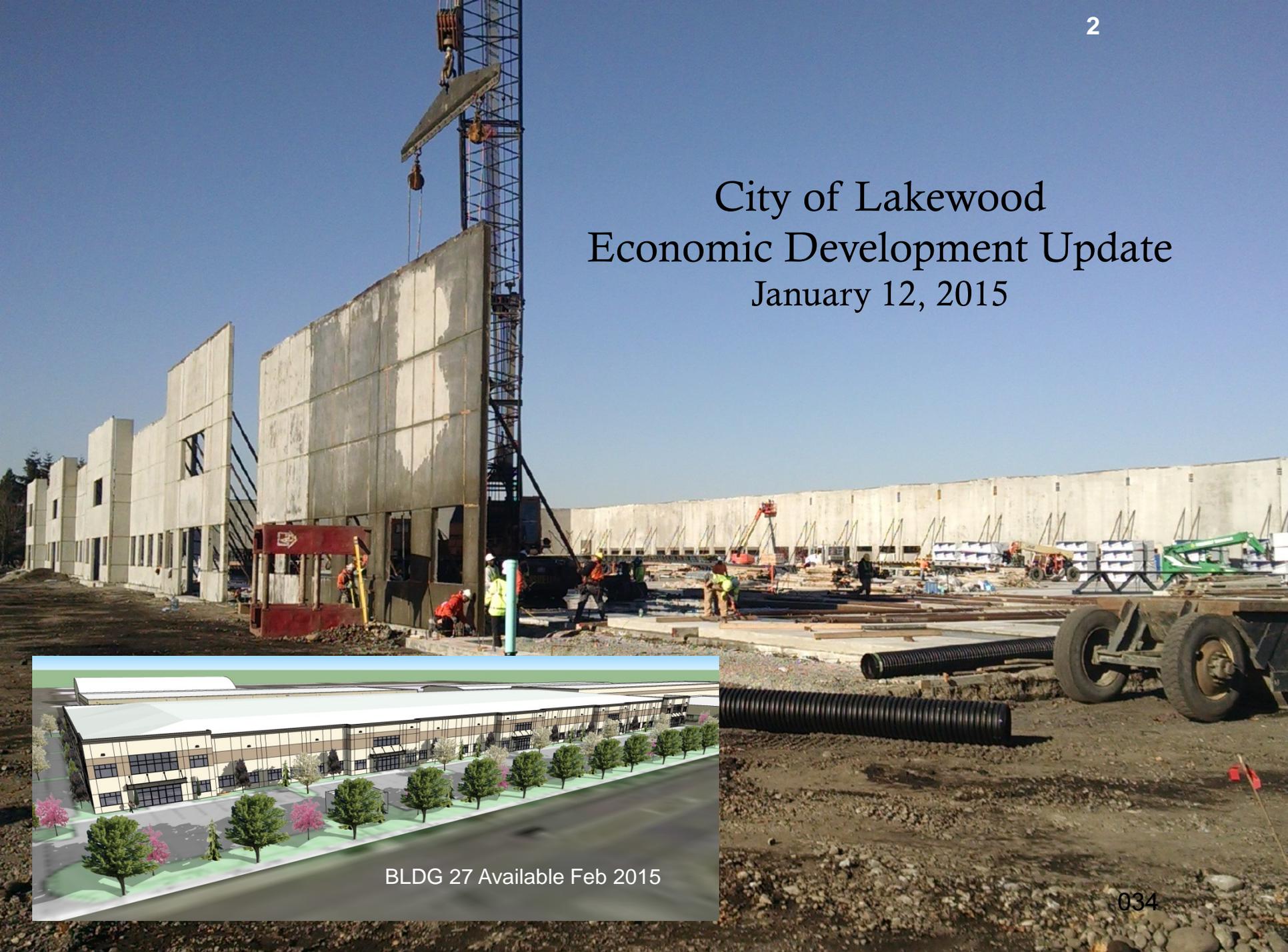
The areas of focus for this presentation are:

- Business Retention, and Expansion (BRE)
- Business Recruitment, and Attraction
- Target Area Development, and Redevelopment Activity
- Protect JBLM from Urban Encroachment
- Increase Housing Stock, Quality and Choices

BRE visits have increased and staff members continue to refine and improve development processes and communication City-wide, and with our partner agencies. While job creation by new businesses has dropped, activity remains high in recruitment efforts. Businesses are expanding, particularly niche manufacturing. There is a significant amount of work being done behind the scenes in the Lakewood Towne Center, and Colonial Center target areas. Potential redevelopment scenarios for Pacific Highway is summarized with additional detail and work to follow, long term. Lakewood Industrial Park is building, however, overall permitting has lagged excepting for a surge due to new and expanding schools (k-12 and post-secondary). Several actions are underway to protect JBLM from urban encroachment. Lastly, the housing market demand is creating opportunities for residential development here in Lakewood.

Attachment:
PowerPoint Presentation

City of Lakewood Economic Development Update January 12, 2015



BLDG 27 Available Feb 2015



Lakewood's Economic Development Purpose

Our mission is to improve the economic well-being of Lakewood through efforts that increase job creation, job retention, tax base enhancements and quality of life.

Support the Vision for a Strong Local Economy:

- Encourage diversification of business and industry and foster opportunities for existing businesses to grow and expand
- Develop a quality workforce that supports current and future businesses
- Promote creation of family-wage jobs
- Support small and minority-owned businesses



Economic Development Strategic Work Plan

- Business Retention, and Expansion (BRE)
- Business Recruitment, and Attraction
- Target Area Development, and Redevelopment
- Protect JBLM from Urban Encroachment
- Increase Housing Stock, Quality and Choices



Business Retention, and Expansion

Business Retention, and Expansion (BRE) Visits

Industry	# Companies		# Jobs	
	Aug – Dec 2014	Total 2014	Aug – Dec 2014	Total 2014
Construction	2	5	59	79
Manufacturing				
Durable Goods	7	16	193	515
Nondurable Goods	3	6	176	314
Trade, Transportation, and Utilities				
Wholesale Trade	2	6	14	454
Retail Trade	10	23	215	430
Transportation, Warehousing and Utilities	1	10	8	145
Education and Health Services	1	2	563	584
Finance and Insurance	2	9	239	404
Real Estate, Rental and Leasing	0	7	0	29
Professional, Scientific and Technical	3	8	20	80
Leisure and Hospitality				
Accommodation and Food Services	2	5	22	116
Other Services	1	4	2	23
TOTALS	34	101	1,511	3,173



Business Recruitment, and Attraction

New Businesses Opened August through December 2014*

Company	Industry/Description	Location	Jobs
Rainier Restoration	Construction	10608 Steele Street S.	8
Gamestar	Retail	6111 Lakewood Towne Center	6
Infinity Sign + Marketing	Sign Manufacturing	10025 South Tacoma Way	6
Custom Coatings West	Specialty Contracting	6101 100 th Street SW	5
Emerald City Weatherproofers	Roofing Contractors	10503 Lakeview Ave SW	5
El Pacifico Mexican Restaurant	Full Service Restaurant	10902 Bridgeport Way SW	5
Rhombus Construction Eng.	Construction Engineering	7602 Bridgeport Way W	4
Elm Locating & Utility Services	Power/Commercial Line/Construction Utility Services	10111 South Tacoma Way	3
Hair Affaire Facial and Nail	Beauty Salon and Nail Services	6501 Motor Avenue	3
Boost Mobile	Electronics Store	8415 Steilacoom Blvd. SW	3
Bright Smile Dental	Dental Offices	8811 South Tacoma Way	3
Lareau Jewelry	Retail Jewelry and Classes	10015 Lakewood Drive SW	3
Tacos El Chaparitto	Mobile Food Services	10239 Bridgeport Way SW	2
Weichart Realtors	Real Estate	10524 Bridgeport Way SW	2
Kerry's Carribean Take-Out	Mobile Food Services	12001 Pacific Highway SW	2
K&M Estate Sales	Professional Services	6403 Steilacoom Blvd. SW	2
Sleepcare Medical Supplies	Health Care Supplies	8404 83 rd Ave SW	2
Total Jobs			64

Businesses Closed:

- Best Japanese Auto
- Billiard XQ
- Diaz Auto Sales
- Frenchy's
- Ivy League Learning
- Mamma Mia Restaurant
- Miro Café'
- PC Computers
- Surplus Ammo & Arms
- Taco Del Mar
- Wildside Pets

**Net new Jobs, New Businesses
Opened in 2014 = 314**

*266 total new business licenses issued include contractors, personal services, home occupations, sole proprietorships, and changes of ownership.



Business Recruitment, and Attraction

Recruitment Leads August through December 2014

Description	Jobs	Requirements
Manufacturer, need dry room infrastructure	50-70	20,000 to 50,000 SF; battery production; Minimum 2,400 Amps @480 Volt/3 phase. Decision to be made Q2 2015.
Construction/Developer	100+	Industrial pad ready land needed for warehousing and distribution 30-150 acres.
Auto Dealer	80+	2.5+ acres; New Car, Truck and RV Sales. Decision to be made Q2-Q3 2015.
Parts Manufacturing, wholesale and retail	50-60	2+ acres; easy access to I-5; existing building preferred – 20,000 SF+. Will move when ideal location is found.
Medical Facility	200+	Class A office, prefer existing. 3+ acres; 70,000 SF.
Indoor Recreational Facility	40-60	24+ foot ceiling; 25,000 SF; Prefer visibility to I-5 , purchase or lease.
Restaurants (4)	40-150	2,500 to 8,000 SF (various) – lease.
Distribution/Warehousing (2)	35-80	20 Acres, natural gas, pad ready, build-to-suit; up to 100 acres pad ready, build-to-suit. – purchase.
Food Manufacturer	85	Existing facility or build-to-suit on 4+ acres; 50,000 SF – purchase.

The City of Lakewood works with the EDB Tacoma/Pierce County, and local brokers on recruitment leads.



Project Updates – Businesses

Permits Issued

Valuation >= \$100,000		
Company	Description	Valuation
Northwest Building LLC	Building 27, Lakewood Industrial Park	\$10,690,009
DSHS-Phase II	Children's TI Phase II	\$2,046,422
Curbside Auto	New Office Building	\$1,004,037
Mountain View	New Mausoleum	\$992,230
Western State Hospital	Building 21 Re-roof	\$448,000
Greer Tank	New Commercial – Sand blast building	\$360,000
I-HOP	Remodel – Recladding/windows/Parapet flashing	\$200,000
Fir Acres	Demolition	\$182,362
United Methodist Church	Fire Damage Repair	\$100,000
<i>Total Valuation of ALL Commercial Permits Issued with valuation >= \$100,000 for 2014 = \$37,844,972.74</i>		



PERMIT REVIEW TIMES FOR BUILDING PERMITS

June 1, 2014 through December 31, 2014

The following tables provide information on the time it takes to review & approve a building permit.

It does not include permits issued over the counter the same day. The dates are based on the when the permit application was submitted and when the permit was issued. The length of time for permit issuance will vary based on:

- 1) application completeness; 2) the time it takes an applicant to resubmit modified drawings;
- 3) Pierce County sewer approvals, and 4) when the applicant picks up the permit.

	Commercial Remodel		Residential Accessory Structure		New Single Family Residence	
	Average review time w/ corrections	Average review time w/o corrections	Average review time w/ corrections	Average review time w/o corrections	Average review time w/ corrections	Average review time w/o corrections
Planning	15 days	22 days	24 days	24 days	40 days	31 days
Building	22 days	13 days	30 days	15 days	29 days	19 days
Public Works	16 days	14 days	31 days	31 days	50 days	37 days

	New Commercial Buildings		Commercial Change of Use		Commercial Addition	
	Average review time w/ corrections	Average review time w/o corrections	Average review time w/ corrections	Average review time w/o corrections	Average review time w/ corrections	Average review time w/o corrections
Planning	22 days	22 days	23 days	21 days	30 days	9 days
Building	52 days	36 days	39 days	11 days	33 days	8 days
Public Works	51 days	16 days	33 days	24 days	49 days	9 days

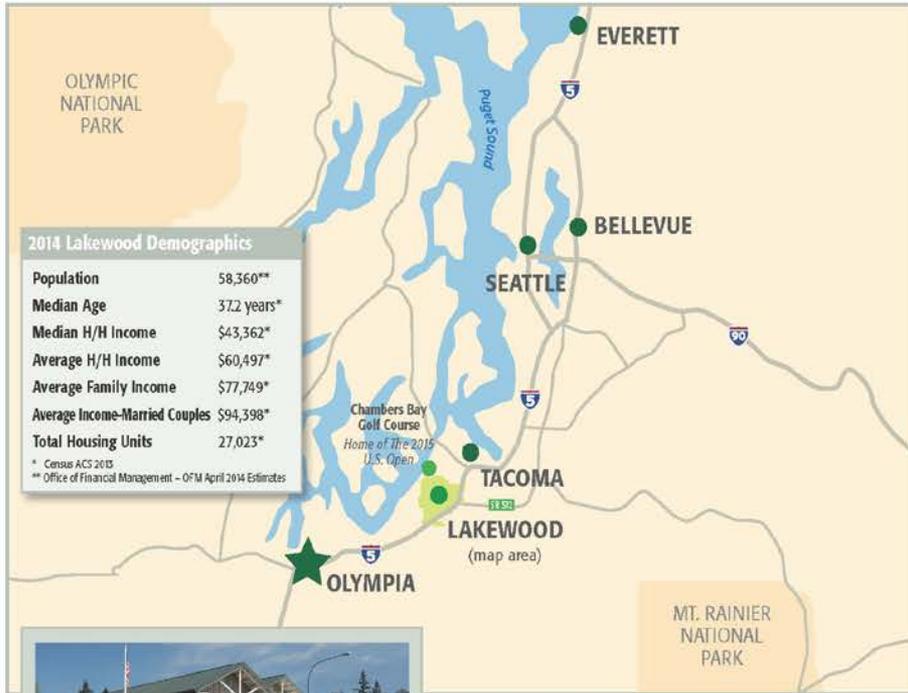
	Residential Addition		Residential Remodel	
	Average review time w/ corrections	Average review time w/o corrections	Average review time w/ corrections	Average review time w/o corrections
Planning	29 days	21 days	-	-
Building	30 days	18 days	21 days	15 days
Public Works	30 days	24 days	-	- 041



Project Updates – Housing

New Residential Construction August - December 2014

SINGLE FAMILY	# Units		Total Valuation		Average Valuation	
	Aug-Dec '14	2014	Aug - Dec '14	2014	Aug - Dec '14	2014
NEW SFR	12	35	\$4,485,148.79	\$13,156,036.86	\$373,762.40	\$375,866.77
SFR Remodels	61	119	\$3,049,286.46	\$4,887,590.47	\$49,988.30	\$43,245.15
SFR Roof/Windows	33	65	\$210,048.77	\$537,830.89	\$6,365.11	\$8,274.31
Foreclosure/House Flipping						
August 2012 through August 2013			August 2013 through August 2014			
Trustee/Bank/ Foreclosure		House Flipping	Trustee/Bank/ Foreclosure		House Flipping	
55		10	123		7	
MULTIFAMILY						
NEW Multifamily		Value	2014 Total Valuation (issued and finalized)			
11310 - 11312 Greystone DR SW Duplex		\$599,740.00	\$8,617,771.67			
Multifamily Remodel - Valuation >=\$100,000			2014 Total Valuation (issued and finalized)			
Seeley Lake Apartments		Remodel office and clubhouse	\$203,000.00	\$2,927,945.00		
Morningtree Apartments		Fire damage repair	\$120,000.00			



West Pierce Fire & Rescue Station / Pacific Highway



Lakewood Industrial Park

Operating Costs, Operating Conditions, Quality of Life...

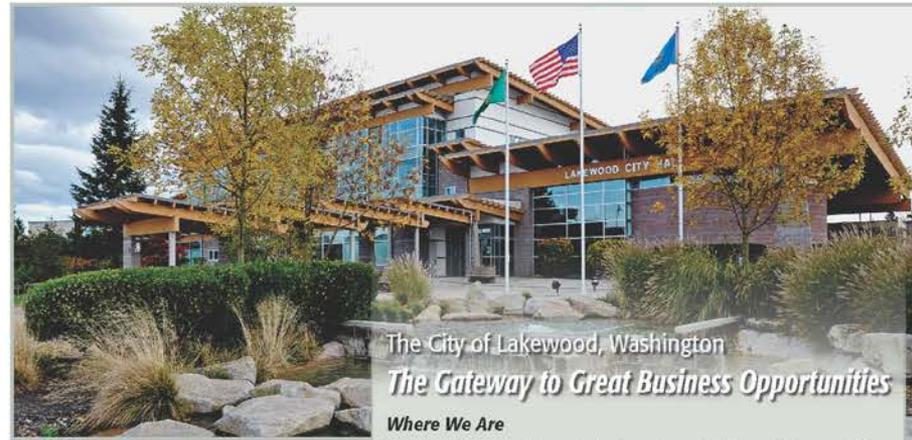
The City of Lakewood, Washington is actively recruiting businesses, builders, developers, and investors who want to be located in a community that is competitively positioned and poised for growth. We invite you to take a close look at the numbers and visit us to discover the opportunity that awaits your firm.

“ I have never experienced a city government support a business in the way that the City of Lakewood staff has supported the introduction of 10-20 Services. The economic development and planning department staff have been extraordinarily cooperative and encouraging as we have built our facility and launched our brand. ”

Rich Burnie, General Manager of 10-20 Services

“ When we chose Pacific Highway for our new 62,000 sq. ft. facility, the city was quick to jump in and make it work. The process went extremely well and every department in the city was very helpful. ”

Henry Krebs, General Manager, Lakewood Ford



Lakewood City Hall



Lakewood Sound Transit Station

The City of Lakewood, Washington The Gateway to Great Business Opportunities

Where We Are

Lakewood is the second largest city in Pierce County, Washington. It is strategically located between Seattle-Tacoma International Airport and Olympia, the state capital. The city has six miles of Interstate 5 freeway frontage with six exits as well as being the terminus of SR-512, a major state highway connecting Lakewood with east Pierce County markets and Mount Rainier, the most popular tourist destination in Washington. Lakewood is the gateway to the celebrated Chambers Bay Golf Course, home of the 2015 U.S. Open.

Who We Are

Lakewood has 60,000 residents, over 3,200 businesses, and three retail trade areas — Towne Center/Colonial Center, Pacific Highway and the International District. Lakewood is the host community to Joint Base Lewis-McChord, one of the largest military installations in the United States, and Camp Murray, headquarters of the Washington State Air National Guard. America's Promise Alliance has named Lakewood five years in a row as one of the nation's One Hundred Best Communities for Young People.

Economic development and job creation are top priorities for the City of Lakewood. The City has established a positive business climate to help Lakewood businesses compete in the marketplace. For example, Lakewood has no development impact fees or Business & Occupation (B&O) tax, an approved EB5 Regional Center to promote private investment, and 'wrap around service' to help businesses navigate the permitting process, apply for financing, and recruit a trained workforce.

Where We're Headed

In the evolution of every city, there are areas ripe for new development and redevelopment. Lakewood has identified strategic business locations and residential neighborhoods for concentrated economic development activity aimed at attracting private investment. Targeted locations include, in part, Pacific Highway, the International District, and Woodbrook for retail, commercial and industrial uses and the residential neighborhoods of Springbrook, Kendrick, Lakeview and Lake City for revitalization and new housing.

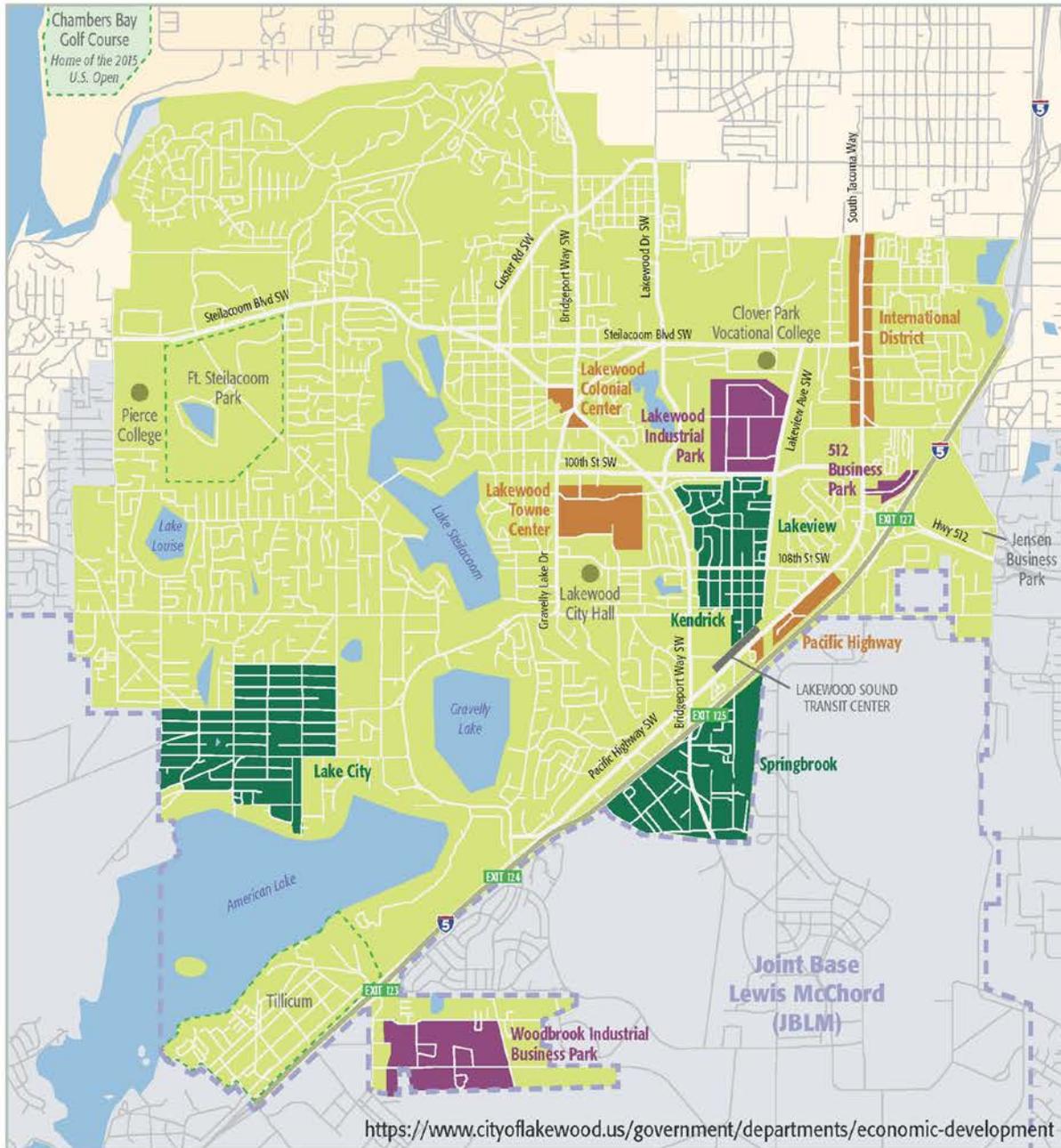
Understanding that public infrastructure is a critical engine of economic development, the City has made significant public improvements to attract private investment. Recent improvements include a new fire station, street improvements (curb and gutter, bike lanes, landscaping, lighting and storm drainage), and partnering with Sound Transit on the Lakewood Transit Station, a \$35 million multi-modal transit center with regional commuter rail / express bus service, and a 600+ staff commuter parking structure.

The City of Lakewood is the choice for businesses that are looking to grow and prosper!

Becky Newton
Economic Development Manager
253.983.7738
bnewton@cityoflakewood.us

Check out the #amLakewood spotlight on YouTube





<https://www.cityoflakewood.us/government/departments/economic-development>

Development Target Priorities

The Lakewood City Council has prioritized economic development for business recruitment and expansion and neighborhood redevelopment for the following areas within the city.

Industrial

- Lakewood Industrial Park (leasing)
- 512 Business Park (leasing)
- Woodbrook Industrial Business Park (development opportunity)

Retail and Mixed Use

- Lakewood Colonial Center (leasing)
- Lakewood Towne Center (leasing)
- International District
- Pacific Highway

Residential Neighborhoods Ripe for Redevelopment

- Lakeview
- Kendrick
- Springbrook
- Lake City

“Lakewood is awesome. As we won larger federal contracts and started to grow, the City of Lakewood bent over backwards to help us stay and expand in Lakewood. It's been a great partnership.”

T.D. King, Owner, MACNAK Construction

Becky Newton
Economic Development Manager
253.983.7738
bnewton@cityoflakewood.us

6000 Main Street SW
Lakewood, WA 98499
(253) 589-2489
(253) 589-3774 (Fax)



Targeted Industrial Opportunities, City of Lakewood, Washington

Site Location Checklist

Operating Costs • Operating Conditions • Quality of Life

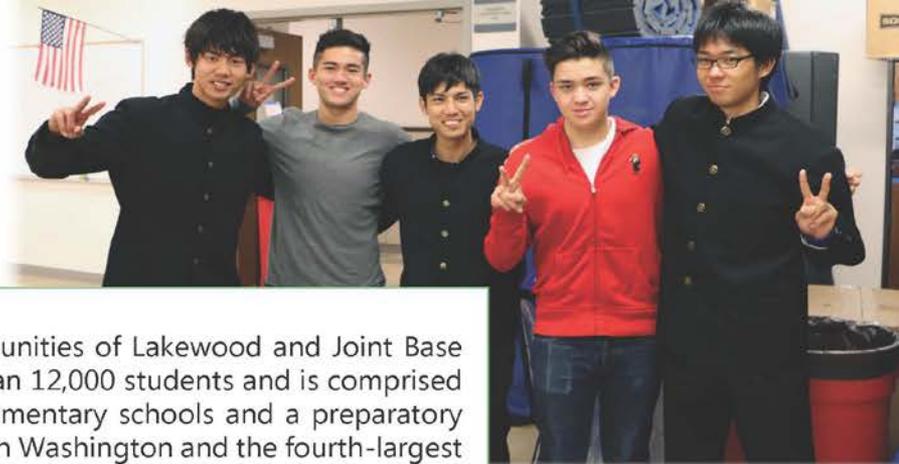
	LAKWOOD INDUSTRIAL PARK (LEASING)	512 BUSINESS PARK (LEASING)	WOODBROOK INDUSTRIAL / BUSINESS PARK (DEVELOPMENT OPPORTUNITY)
Location / Description	4927 95th St SW Lakewood, WA 98499 26 buildings with over 2 million sq. ft. of distribution, warehouse, and manufacturing facilities. Flexible warehouse space from 5,000 – 150,000 sq. ft. Excellent truck maneuverability within the park.	10111 S. Tacoma Way Lakewood, WA 98499 Lakewood 512 Business Park offers more than 135,000 square feet of office and warehouse space. Suites range from 1,988 to 12,256 square feet and loading doors are on-grade. Located at I-5 / SR512 with highway visibility.	Located east of Interstate 5 at Exit #123 (Thorne Lane) with possible I-5 visibility. Shared boundaries with Joint Base Lewis McChord (JBLM) military installation. 117+ acres of vacant land and residential properties identified as a redevelopment opportunity. See Woodbrook Business Park Development Report, City of Lakewood, 2009
Transportation Convenient access to I-5 / SR512 Rail Port of Tacoma Port of Olympia Seattle – Tacoma Airport	I-5 Exits #123/124 #125/126, #127 BNSF 11 miles 23 miles 31 miles	I-5 Exit #127 / SR512 Interchange 10 miles 24 miles 30 miles	I-5 #Exit #123 14 miles 20 miles 34 miles
Foreign Trade Zone (FTZ) Administered by Port of Tacoma http://portoftacoma.com/real-estate/ftz86	✓	✓	✓
EB5 Regional Center https://www.cityoflakewood.us/government/departments/economic-development/business-financial-assistance/foreign-investment-regional-center-eb5	✓	✓	✓
Zoning, Environmental Review, & Entitlements https://www.cityoflakewood.us/government/departments/planning/current-planning	✓	✓	See Woodbrook Business Park Development Report, City of Lakewood, 2009 (Zoning: Industrial Business Park – IBP)
Websites	http://www.officespace.com/building/63099-4425-100th-St-SW-Lakewood-WA-98499	http://www.psbusinessparks.com/properties/pdf/propfl08169.pdf	https://www.cityoflakewood.us/documents/economic_development/presentations/presentations/woodbrook_business_park_dev_report_7-09.pdf

Targeted Industrial Opportunities, City of Lakewood, Washington

Site Location Checklist - Common Attributes

Operating Costs • Operating Conditions • Quality of Life

Utilities & Services Power Natural Gas Water Sewer Refuse Telecommunications Fire District Police Services	Lakeview Power & Light PSE Lakewood Water District Pierce Co. Sewer Lakewood Refuse CenturyLink, Comcast, Click! West Pierce Fire & Rescue City of Lakewood Police														
Workforce https://www.cityoflakewood.us/government/departments/economic-development/workforce	In addition to a highly trained local workforce, Joint Base Lewis McChord provides a unique source of employees. Many highly trained and disciplined military personnel choose Pierce County as their last duty station so they can move into civilian life in the community and apply their technical skills in the private sector. Spouses of active military personnel also bring sought-after skills and abilities to the workforce.														
Lakewood Demographics	<table border="0"> <tr> <td>Population</td> <td>58,360**</td> </tr> <tr> <td>Median Age</td> <td>37.2 years*</td> </tr> <tr> <td>Median H/H Income</td> <td>\$43,362*</td> </tr> <tr> <td>Average H/H Income</td> <td>\$60,497*</td> </tr> <tr> <td>Average Family Income</td> <td>\$77,749*</td> </tr> <tr> <td>Average Income-Married Couples</td> <td>\$94,398*</td> </tr> <tr> <td>Total Housing Units</td> <td>27,023*</td> </tr> </table> <p>* Census ACS 2013 ** Office of Financial Management – OFM April 2014 Estimates</p>	Population	58,360**	Median Age	37.2 years*	Median H/H Income	\$43,362*	Average H/H Income	\$60,497*	Average Family Income	\$77,749*	Average Income-Married Couples	\$94,398*	Total Housing Units	27,023*
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Average Income-Married Couples	\$94,398*														
Total Housing Units	27,023*														



The Clover Park School District serves the communities of Lakewood and Joint Base Lewis-McChord. It has an enrollment of more than 12,000 students and is comprised of two high schools, four middle schools, 17 elementary schools and a preparatory school. It is the 26th largest public school district in Washington and the fourth-largest in Pierce County.

Generations of Lakewood and JBLM families have learned and grown in CPSD. The school system has earned many honors and distinctions, and its staff and administration are dedicated to providing a great education for their students. Some examples:

- Since 2006, CPSD has built seven new schools, and another three are under construction
 - Lakes High School boasts a graduation rate of 83 percent, one of the highest among area public schools *
 - CPSD has International Baccalaureate programs at two of its schools
 - CPSD has 161 staff with National Board Certification, which is an advanced teaching credential
 - CPSD named 'Board of Distinction' by WSSDA
- Award Winning Steilacoom Historical School District-

Source: 2013-2014 Washington State Report Card



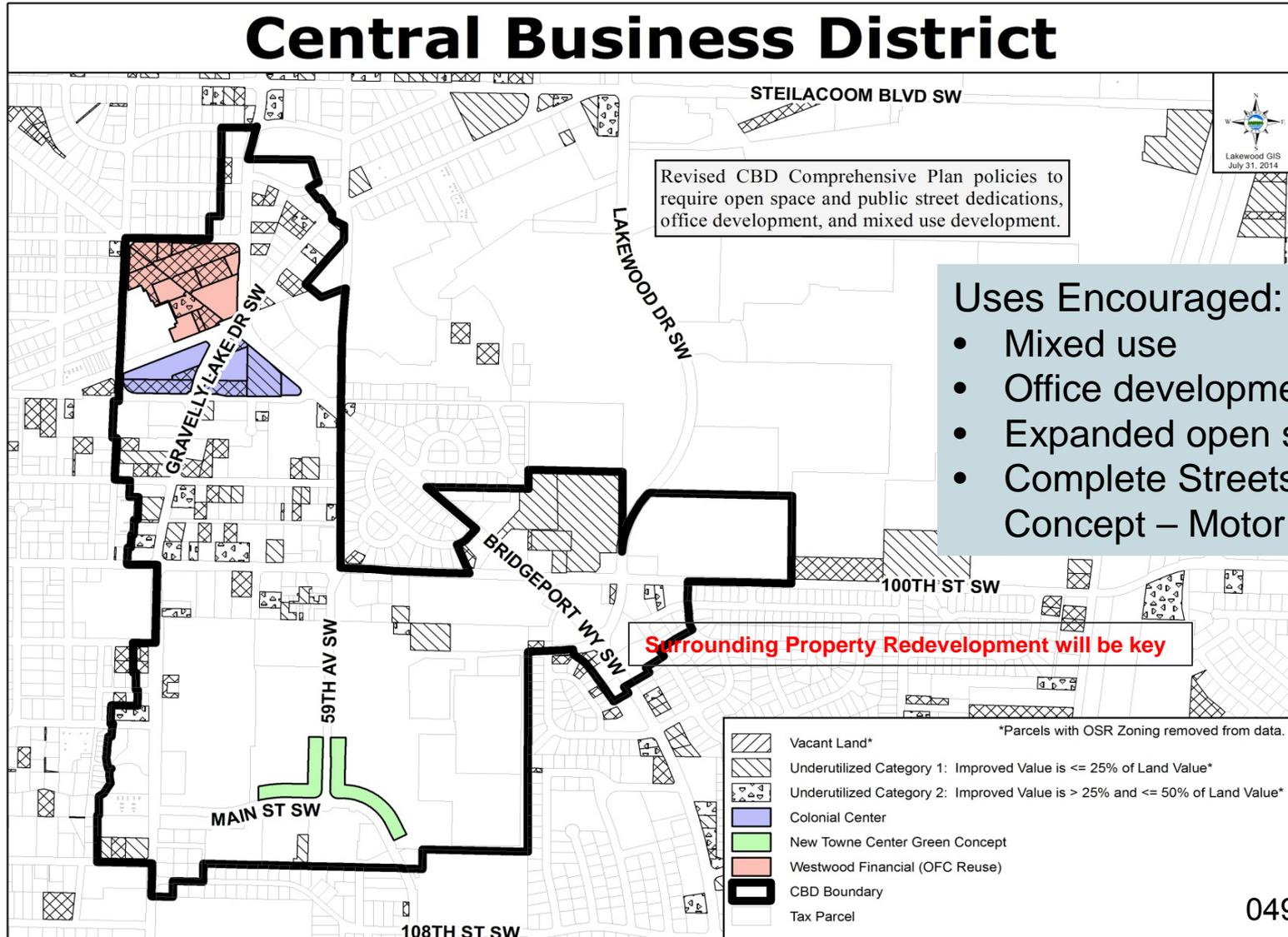


Business Recruitment, and Attraction

- New Website
- U.S. Open Website Component
- Video Segments (3, 90 second)
- Social Media Focused Ad Placement
- Connection – Magazine Style
- ED “Index” Newsletter and Economic Indicators
- Business Showcase and #IamLakewood Videos
- First Impressions Matter



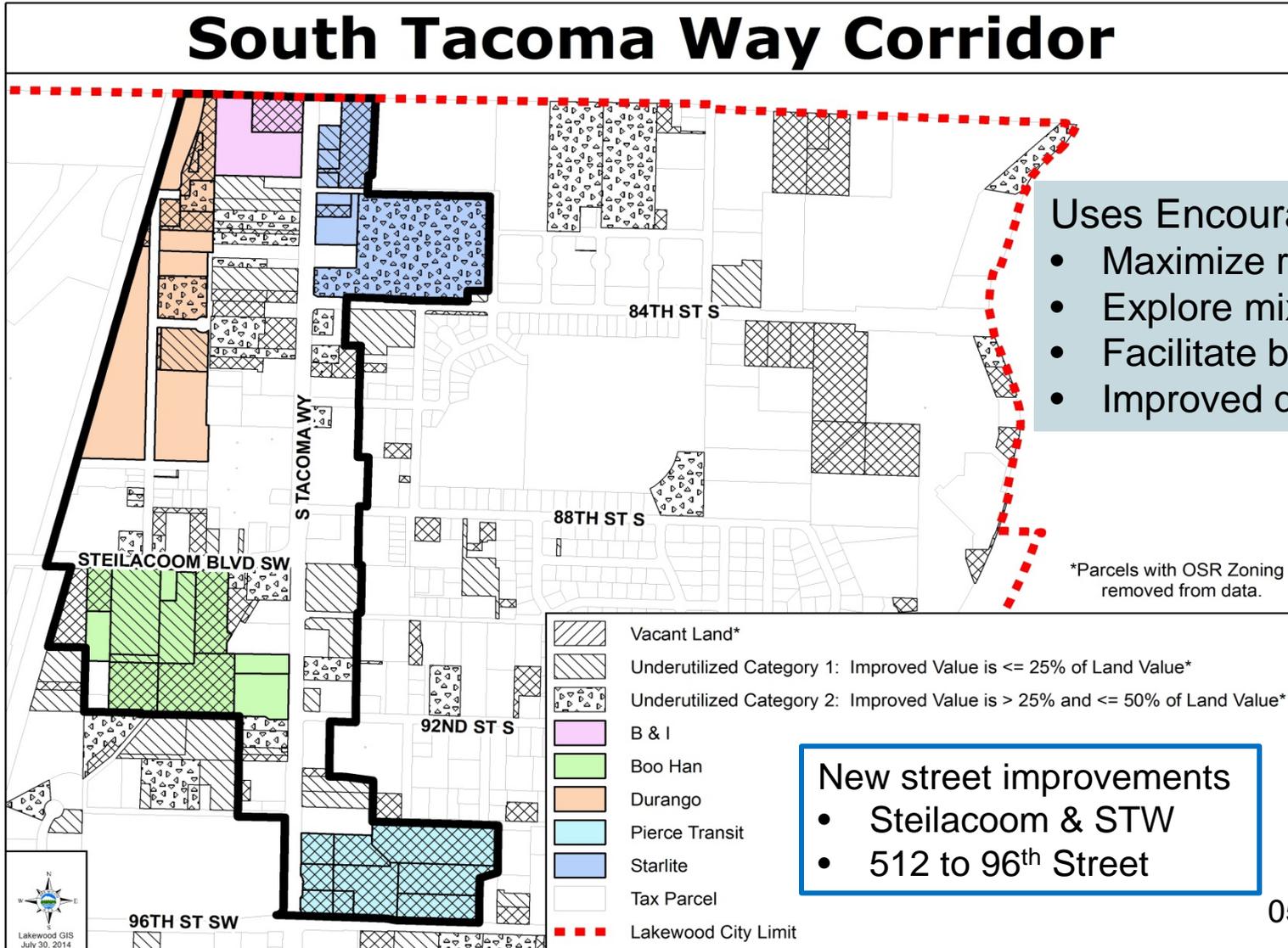
Geographic Strategy - CBD





Geographic Strategy- STW

South Tacoma Way Corridor



- Uses Encouraged:
- Maximize retail
 - Explore mixed use
 - Facilitate build-out
 - Improved quality

*Parcels with OSR Zoning removed from data.

- Vacant Land*
- Underutilized Category 1: Improved Value is <= 25% of Land Value*
- Underutilized Category 2: Improved Value is > 25% and <= 50% of Land Value*
- B & I
- Boo Han
- Durango
- Pierce Transit
- Starlite
- Tax Parcel
- Lakewood City Limit

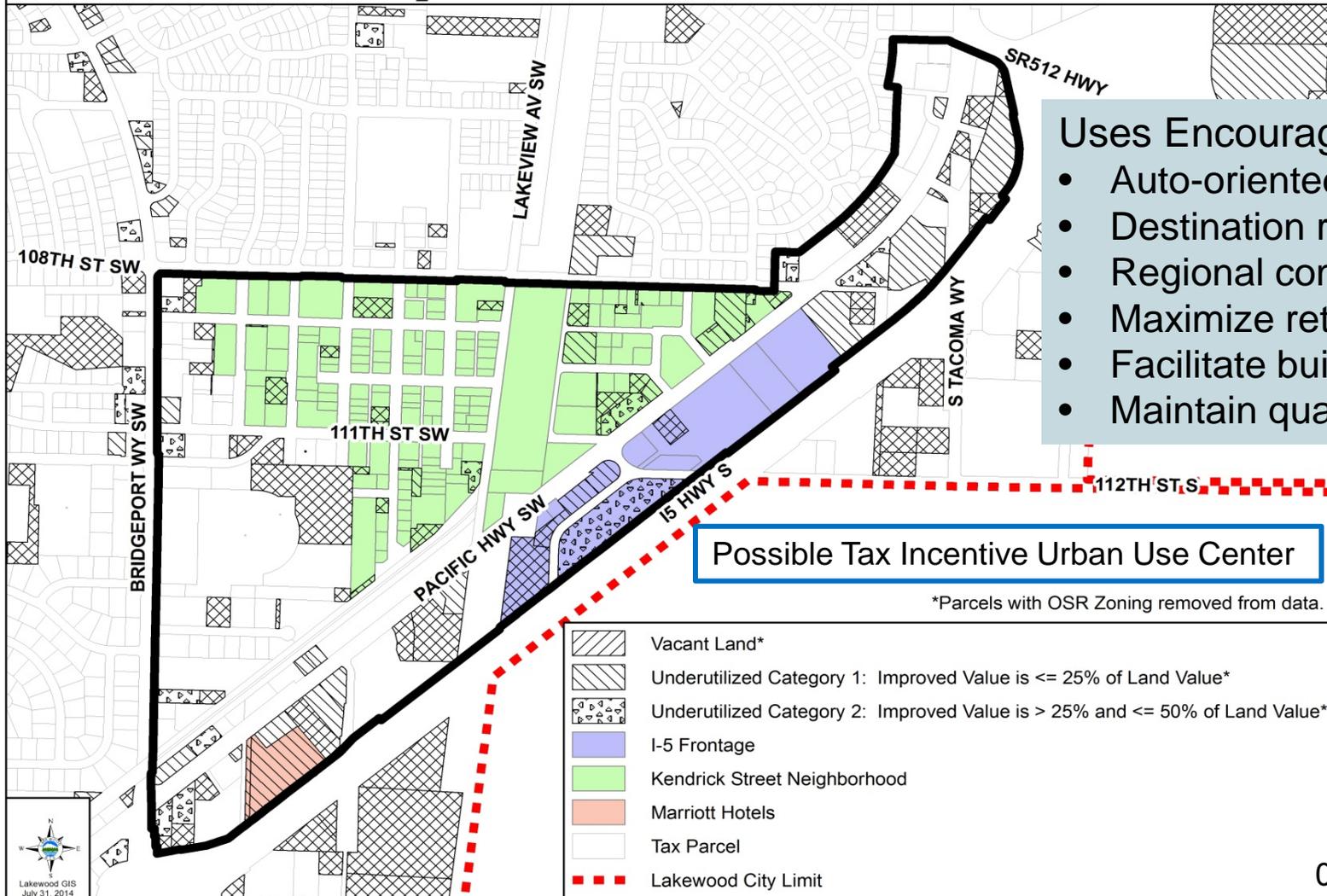
- New street improvements**
- Steilacoom & STW
 - 512 to 96th Street





Geographic Strategy – Pac Hwy/Lkwd Station

Pacific Hwy Corridor & Lkwd Station







Potential Redevelopment Scenarios

Scenarios Including an Auto Dealership

Type of Retail Space	Scenario 1: High-End Retail	Scenario 2: Mid-Level Retail	Scenario 3: Outlet w/Grocery	Scenario 4: Outlet Mall
Anchor Retail Tenant SF	47,000	126,000	30,000	-
Inline Retail SF	180,000	-	125,000	227,500
Detached Retail SF	15,000	15,000	30,000	-
Restaurant SF	-	4,000	9,800	12,700
Grocery SF	-	-	45,000	-
Discount Grocery SF	-	95,000	-	-
Auto Dealership SF	30,000	30,000	30,000	30,000
Total SF	272,000	270,000	269,800	270,200
<i>Floor Area Ratio (FAR)</i>	<i>0.22</i>	<i>0.22</i>	<i>0.22</i>	<i>0.22</i>

Scenarios Not Including an Auto Dealership

Type of Retail Space	Scenario 1: High-End Retail	Scenario 2: Mid-Level Retail	Scenario 3: Outlet w/Grocery	Scenario 4: Outlet Mall
Anchor Retail Tenant SF	143,000	126,000	30,000	-
Inline Retail SF	135,000	50,000	170,000	277,500
Detached Retail SF	15,000	20,200	45,000	-
Restaurant SF	-	-	2,900	9,800
Grocery SF	-	-	45,000	-
Discount Grocery SF	-	95,000	-	-
Total SF	293,000	291,200	292,900	287,300
<i>Floor Area Ratio (FAR)</i>	<i>0.24</i>	<i>0.24</i>	<i>0.24</i>	<i>0.24</i>



Estimated Revenue Impacts

Scenarios Including an Auto Dealership

	Scenario 1: High-End Retail	Scenario 2: Mid-Level Retail	Scenario 3: Outlet w/Grocery	Scenario 4: Outlet Mall
Total Retail SF	272,000	270,000	269,800	270,200
Estimated Revenue Impacts (annually, in 2014\$)				
Retail Sales & Use Tax	1,109,000	902,000	1,066,000	1,181,000
Property Tax	73,000	72,000	72,000	72,000
Utility Tax	48,000	48,000	47,000	48,000
Estimated Gross Annual Revenue Impact	1,230,000	1,022,000	1,185,000	1,301,000
<i>Loss of current use</i>	<i>(74,000)</i>	<i>(74,000)</i>	<i>(74,000)</i>	<i>(74,000)</i>
Estimated Net Annual Revenue Impact	1,156,000	948,000	1,111,000	1,227,000
Estimated One-time Sales Tax from Construction	370,000	367,000	367,000	367,000

Scenarios Not Including an Auto Dealership

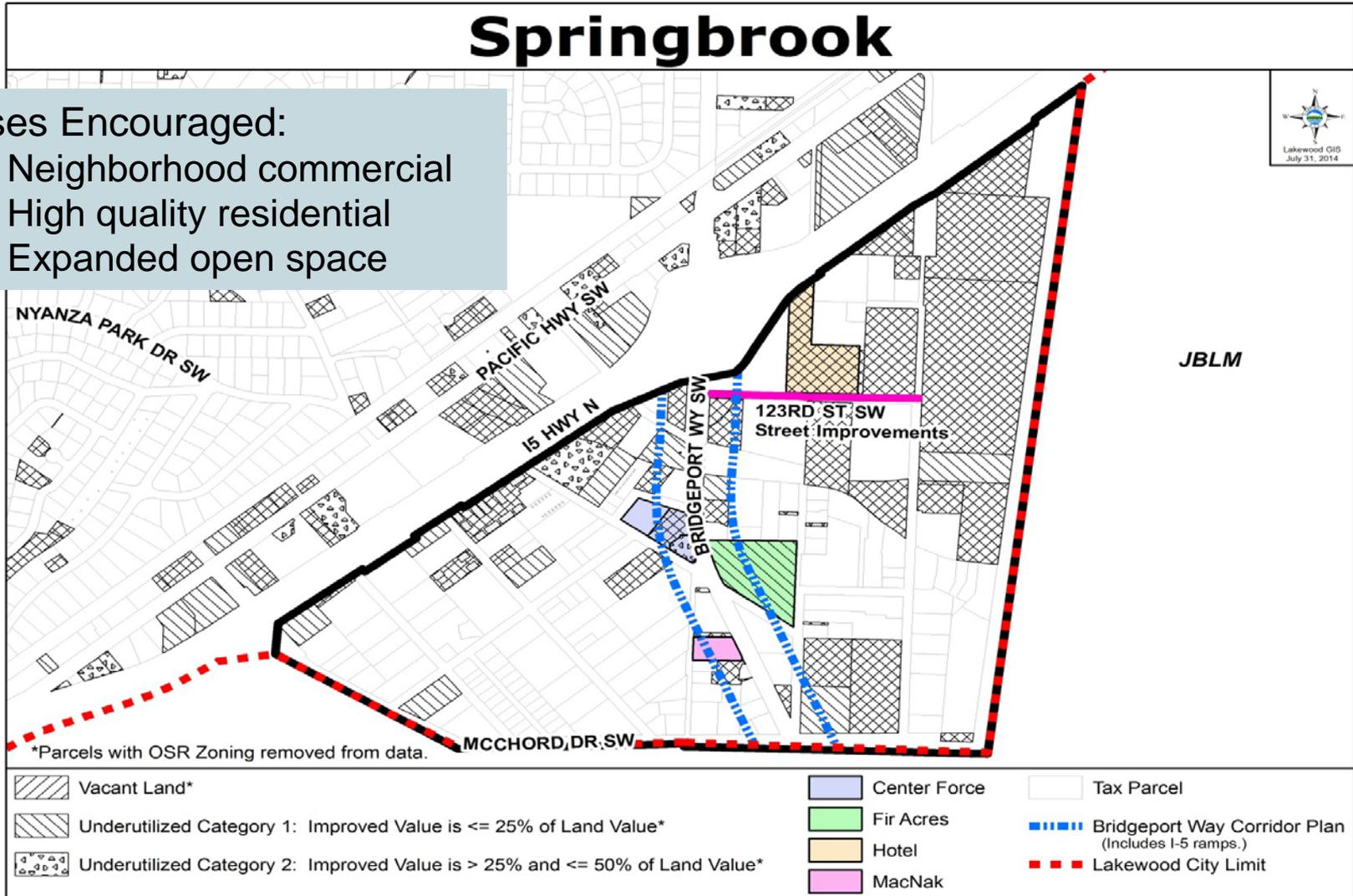
	Scenario 1: High-End Retail	Scenario 2 - Mid- Level Retail	Scenario 3: Outlet w/Grocery	Scenario 4: Outlet Mall
Total Retail SF	293,000	291,200	292,900	287,300
Estimated Revenue Impacts (annually, in 2014\$)				
Retail Sales & Use Tax	646,000	543,000	703,000	815,000
Property Tax	78,000	78,000	78,000	77,000
Utility Tax	55,000	55,000	55,000	54,000
Gross Annual Estimated Annual Revenue Impact	779,000	676,000	836,000	946,000
<i>Loss of current use</i>	<i>(74,000)</i>	<i>(74,000)</i>	<i>(74,000)</i>	<i>(74,000)</i>
Net Annual Estimated Annual Revenue Impact	705,000	602,000	762,000	872,000
Estimated One-time Sales Tax from Construction	398,000	396,000	398,000	391,000



Geographic Strategy - Springbrook

Uses Encouraged:

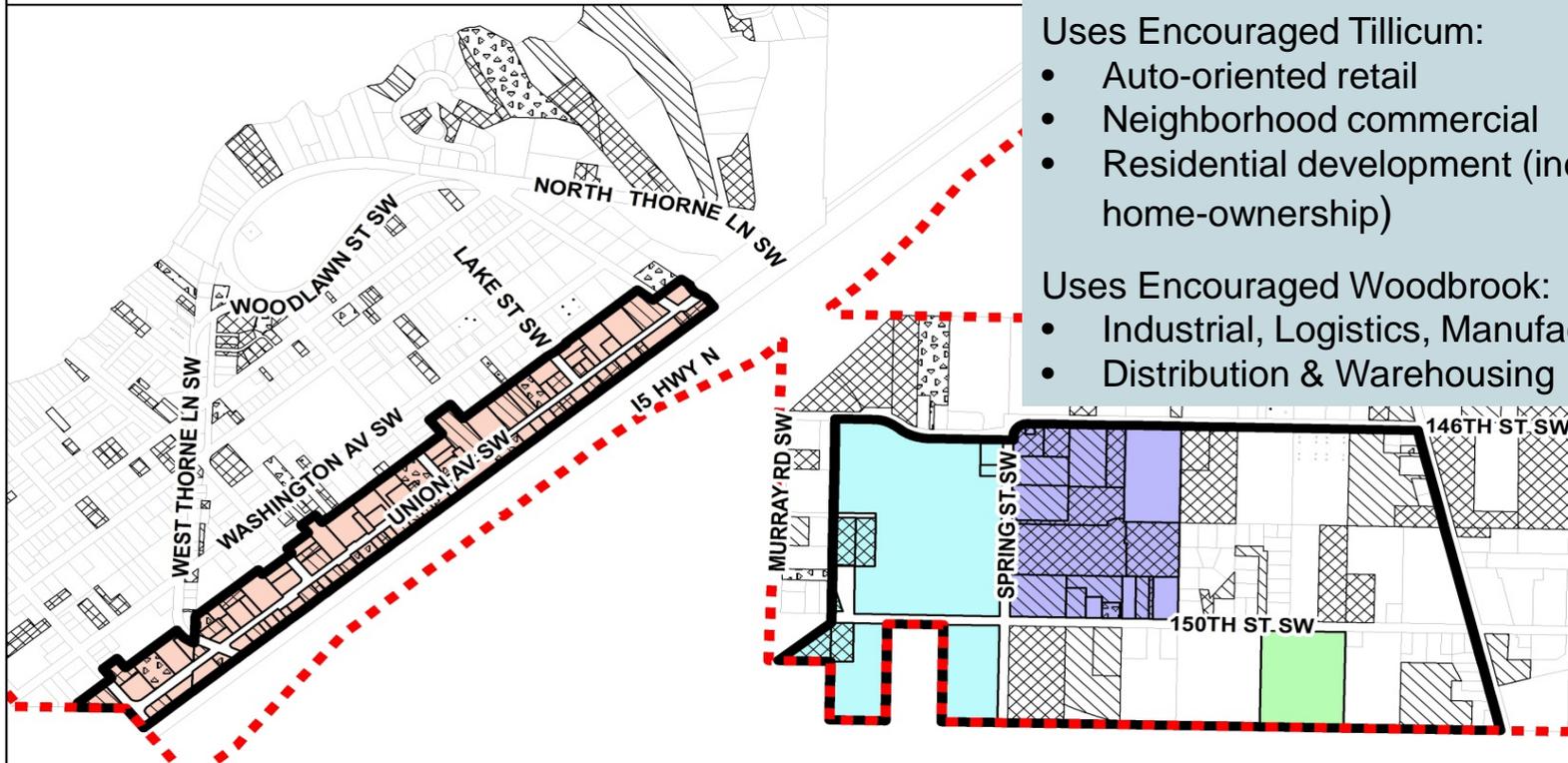
- Neighborhood commercial
- High quality residential
- Expanded open space





Geographic Strategy – Tillicum/Woodbrook

Tillicum/Woodbrook



Uses Encouraged Tillicum:

- Auto-oriented retail
- Neighborhood commercial
- Residential development (increased home-ownership)

Uses Encouraged Woodbrook:

- Industrial, Logistics, Manufacturing
- Distribution & Warehousing

- Vacant Land*
- Underutilized Category 1: Improved Value is $\leq 25\%$ of Land Value*
- Underutilized Category 2: Improved Value is $> 25\%$ and $\leq 50\%$ of Land Value*

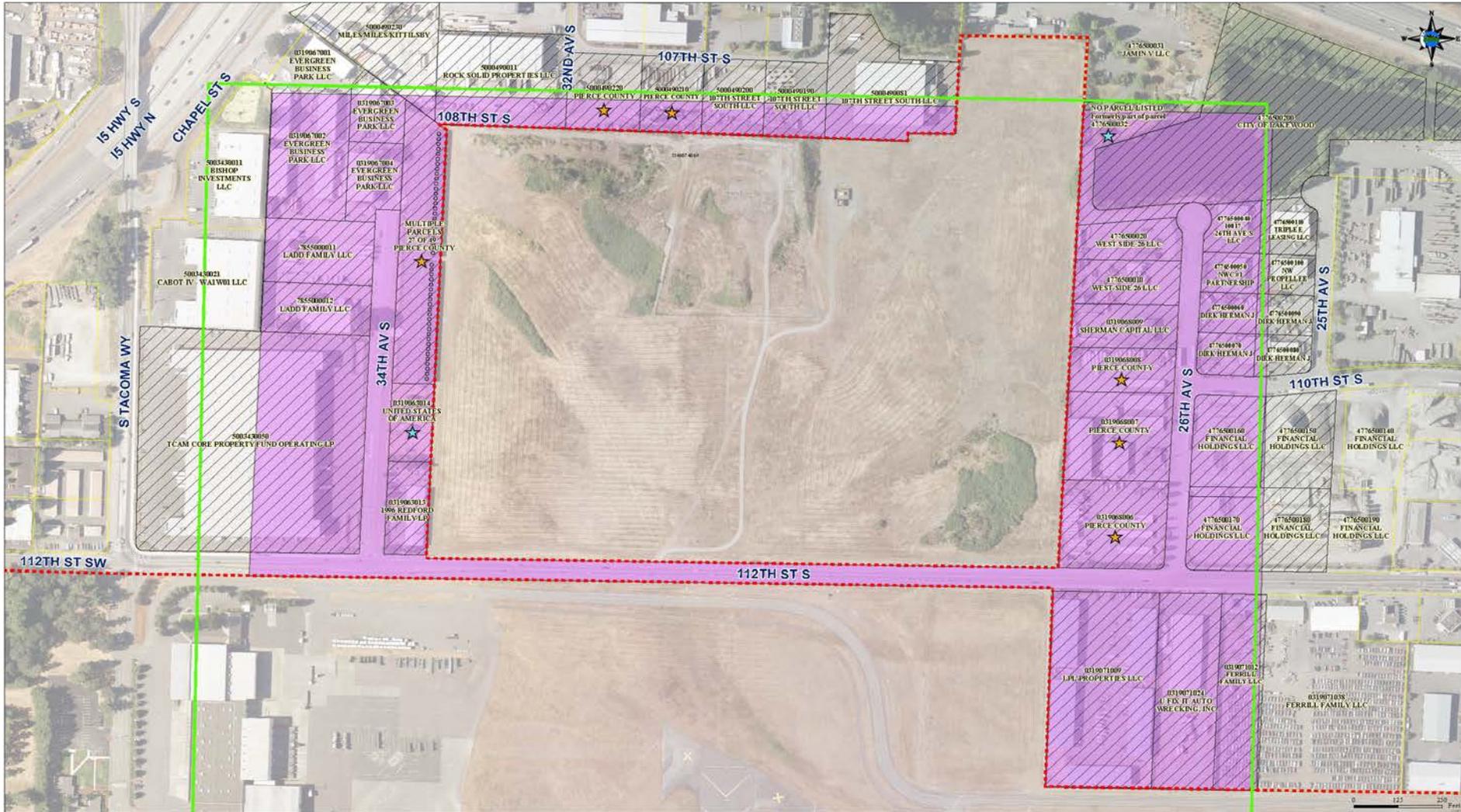
- I-5 Commerce Center
- Industrial Reserve
- Olympic Moving & Storage
- Union Ave Urban Renewal Area
- Tax Parcel
- Lakewood City Limit



*Parcels with OSR Zoning removed from data.



Protect JBLM



- Purchased (Pierce County)
- Purchased (USA)
- Clear Zone North (JBLM Data)
- Clear Zone (Lakewood Zoning Designation)
- Clear Zone Tax Parcel
- Tax Parcel
- Lakewood City Limit

City of Lakewood Clear Zone

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 Map Date: November 04, 2014
 Project\EconDev\Analysis\C2-4.mxd



Land Swap Area





Increase Housing Stock, Quality and Choices

- Housing Forum (May 2014)
- Residential Broker Forum (November 2014)
- Developers Forum (Spring 2015)
- Identify Prime Properties for re-use
- Lakewood Towne Center
- Types of Development
- Redevelopment Strategy



Next Steps (3-6 Months)

- Visioning
- Permitting Cost Recovery Modeling
- Title 12A Traffic Mitigation
- Identify Single Family to Re-Zone (R1/R2)
- Conduct Developers Forum
- Possible Urban Use Area Expansion
- Motor Avenue “Complete Streets” Concept
- Clarify Lakewood Towne Center Uses
- Contact Property Owners on Pacific Highway
- JLUS Draft (complete September 2015)
- Continue BRE, Recruitment, and Attraction



To: Mayor and City Councilmembers
From: Mary Dodsworth, Parks, Recreation & Community Services Director
Through: John J. Caulfield, City Manager 
Date: January 7, 2015
Subject: Chambers Creek Trail Interlocal Agreement
Attachment: Draft Chambers Creek Trail Interlocal Agreement

The development of trails along the Pierce County owned Chambers Creek properties was included in the 1997 Chambers Creek Properties Master Site Plan. Since that time a lot of work has been done on and near the properties, however the trails located within the Chambers Creek Canyon have remained primitive and allow those who can access a forest experience in an urban setting. Various sections of the trail are accessible from both Lakewood and University Place properties.

In recent years the city of University Place (UP) has taken the lead in providing preliminary planning and design work in the canyon area. In early 2013 Pierce County and the cities of Lakewood and University Place co-hosted an open house which focused on potential trail development along Chambers Creek. Lakewood Parks and Recreation Advisory Board (PRAB) members represented the city and staffed various display and comment stations. Over 100 people attended and there was good discussion concerning trail access, linkages, safety, volunteer projects and community support.

Future plans call for an extension of this nature trail system, providing improved trailheads and linked trail segments. Lakewood, UP, Pierce County and other agencies have had several meetings to discuss how a trail plan can be developed and funded. When staff recommended we apply for an RCO state grant it was determined that more specific planning is needed regarding specific trail locations, design standards and cost estimates to make the project competitive. This work will also help determine which project elements could be completed by various volunteer groups.

An interlocal agreement was created which outlines how the multiple communities and agencies can work together in designing and developing a more detailed trail plan. It is a general agreement that does not detail out a specific timeline or staff responsibilities. Although the agreement suggests the City may contribute to the planning process, the agreement doesn't require a specific financial contribution.

The Chambers Creek trail project was discussed several times over the year and was included in the City's Legacy Plan and six year Capital Improvement Plan. Council appropriated \$25,000 towards this project in the 2015 parks capital budget.

The PRAB reviewed the agreement at their June 24 and November 4, 2014 meetings and recommended that the agreement be forwarded to Council for review and approval.

**INTERLOCAL AGREEMENT FOR COOPERATIVE PLANNING,
DESIGN, AND CONSTRUCTION OF THE CHAMBERS CREEK CANYON TRAIL**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this ____day of, 2015, by and between the City of University Place, (hereinafter also referred to as "UP"), City of Lakewood (hereinafter also referred to as "Lakewood"), and Pierce County (hereinafter also referred to as "County"); collectively referred to in this Agreement as the "Parties" and singularly referred to as a "Party."

BACKGROUND

- A. The County and UP own certain real property in Chambers Creek Canyon where the north side of the canyon lies in UP and the south side of the canyon lies in Lakewood. The dividing line between the two cities is the center line of Chambers Creek.
- B. In 1997, following an extensive public process, the County adopted the Chambers Creek Properties Master Site Plan which included a proposed trail extending from an existing trailhead on Chambers Creek Road at the west end of the trail up the canyon on both the north and south sides.
- C. In June of 1997 the City of University Place adopted its first Parks, Recreation and Open Space Plan ("UP PROS Plan") citing the Chambers Creek Properties Master Site Plan and describing the Chambers Creek Canyon Trail in detail. The Trail is identified as a future component of the UP park system in the 2007 and 2014 UP PROS Plan updates.
- D. On June 19, 2000, the County, UP and Lakewood entered into a Joint Procedural Agreement to facilitate and develop the Chambers Creek Properties, including a trail in Chambers Creek Canyon ("Trail").
- E. In 2004, with the help of the Washington State Recreation and Conservation Office and Pierce County Conservation Futures, UP purchased the Kobayashi property, which is proposed to be the location of the eastern end of the Trail.
- F. On August 6, 2012 the UP City Council adopted Resolution 696, Council Goals for 2013 – 2014. Included within the 2013 – 2014 Goal of improving parks and recreation, the City Council listed as desired outcomes: To develop an implementation plan for the development of the Leach Creek/Chambers Creek Trail and commence construction of the Phase 1 Leach Creek/Chambers Creek Trail (funding dependent).
- G. On January 29, 2013, the County, UP and Lakewood jointly held a Trail open house attended by 80 people from surrounding communities where there was broad support for development of the Trail.
- H. In April 2013, the County provided UP with a right to access its properties for the purpose of surveying a proposed trail alignment.
- I. In October 2013, the County released the Draft Pierce County 2014 Parks, Recreation, and Open Space Plan ("County PROS Plan") in which the lower portion of the Trail is

identified as a proposed Regional Trail and the upper portion as a Regional Trail Link. The County PROS Plan indicates trail development is a high priority and includes capital improvements for the Trail.

- J. On November 26, 2013 the County, UP and Lakewood staff completed the Draft Chambers Creek Canyon Trail Plan attached hereto as Exhibit A and agreed the next step in trail implementation would be to enter into an interlocal agreement for the planning and design of the Trail.
- K. On March 3, 2014 the City of Lakewood adopted the Lakewood Legacy Plan, a long range strategic parks, recreation and open space plan, which emphasized creating safe access to open space through a connected system of urban, non-motorized trails. The Chambers Creek properties were identified as important regional assets.
- L. The Parties have mutually determined that the public interest would be best served by the Parties working collaboratively on the Trail between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road, including trail connections to street ends on both sides of the canyon, boardwalks crossing sensitive areas in the canyon, and two pedestrian bridge crossings between the north and south sides of the canyon.
- M. This Agreement is entered into pursuant to RCW 39.34 (Interlocal Cooperation Act). The Parties represent that under state law, including but not limited to RCW 35.75, RCW 36.34.340, RCW 36.75.060, RCW 36.89.030, RCW 47.01.260 and RCW 67.20.010, they each have authority to perform the services, activities, and undertakings contemplated herein.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. **INCORPORATION OF RECITALS.** Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.
- 2. **PURPOSE.** The Purpose of this Agreement is to establish a framework for the Parties to cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.
- 3. **PARTIES' ROLES.** The Parties' roles are as follows:
 - 3.1 **University Place.** In accordance with the Joint Procedural Agreement, UP will act as the lead agency and provide the project management necessary for planning, design and permitting work of the trail, boardwalk and bridges and associated Trail connections and amenities as necessary. UP will participate in funding and the grant application process, and will provide right-of-access to lands it owns in the canyon as set forth more fully below. As the lead agency, University Place

will be advised and informed by the Designated Representatives identified in Section 5.

3.2 Lakewood. Lakewood will cooperate and participate in the planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary. Lakewood will participate in funding and the grant application process.

3.3 Pierce County. Pierce County will cooperate and participate in the planning, design, and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary. The County will participate in funding, the grant application process and provide right-of-access to lands it owns in the canyon as set forth more fully below.

3.4 This Agreement covers the planning, design and permitting work on this project leading to construction of the Trail. This Agreement is not intended to address all of the construction, operation and maintenance phases of the Trail project. If grants and other funding resources become available and are awarded for construction of the Trail, boardwalks, bridges, Trail connections and amenities, the Parties fully contemplate that further amendments to this Agreement will be necessary to further define roles and responsibilities regarding the construction, operation and maintenance of the Trail and its components.

4. TERM. The term of this Agreement shall be three (3) years, commencing on the 1st day of April 2014, and terminating on the 31st day of March 2017, unless sooner terminated as provided in Section 9.

5. DESIGNATED REPRESENTATIVES

City of University Place:

Gary Cooper, Director
Parks and Public Works
City of University Place
4951 Grandview Drive West
University Place, WA 98467
Phone: 253.460.6494

City of Lakewood:

Mary Dodsworth, Director
Parks, Recreation and Community Services
City of Lakewood
6000 Main Street S.W.
Lakewood, WA 98499-5027
Phone: 253-859-2489

Pierce County:

Tony Tipton, Director
Parks and Recreation Services
Pierce County
9112 Lakewood Drive S.W.
Lakewood, WA 98499-3998
Phone: _____

6. RELATIONSHIPS AMONG THE PARTIES.

- 6.1 Finance of Trail Design. The Parties anticipate that they will each voluntarily contribute capital improvement program ("CIP") or other funds toward the initial design of the Trail project, in amounts to be determined later. Nothing in this Agreement obligates any Party to fund any aspect of the Trail project contemplated herein. However, once a Party voluntarily commits to contribute particular funds towards the Trail design, then such Party will be obligated to contribute such funds unless and until the Parties mutually negotiate another outcome. Parties that commit to contribute funds toward Trail design are termed "Funding Parties" for purposes of this Agreement.
- 6.2 Manner of Collecting, Holding, and Accounting for Money. As the lead agency, University Place will provide budget and accounting documentation to Funding Parties. University Place's budget and accounting documentation will be consistent with generally accepted accounting principles as well as any additional guidance provided by the Parties through the Designated Representatives. During the Trail design process, University Place will invoice the Funding Parties in advance of actual expenditures, on a quarterly basis or such other basis as the Parties may decide. The invoice will show the sum total of funds requested for the coming quarter or other period, each Funding Party's share of that total, and will identify the proposed expenditures by cost category, activity code or such other criteria as the Parties may agree upon. The Funding Parties will provide funds to University Place within thirty (30) calendar days of invoice receipt. University Place will deposit the funds in a CIP account, from which University Place may expend funds on the Trail project.
- University Place will also prepare and distribute to all Parties, on a quarterly basis or such other basis as the Parties may decide, a receipt or accounting statement showing the actual expenditures from the immediate preceding quarter and the current account balance, if any. Furthermore, University Place will cooperate with individual Parties to meet any other specific accounting or bookkeeping requirements they may have.
- 6.3 Parties' Options Not Limited. Nothing in this Agreement shall limit the Parties' legal rights or remedies, or their broader freedom to creatively resolve the contingencies addressed in this section or other contingencies not contemplated in this Agreement; PROVIDED, that the Parties shall attempt to work cooperatively in good faith through the Designated Representatives as set forth above; and provided further, that in the event of a dispute they shall first utilize the dispute resolution process set forth in Section 9 below.

7. RIGHT OF ENTRY

- 7.1 County-Granted Right of Entry: The County hereby grants UP and Lakewood, their employees, agents, contractors and consultants an irrevocable right to enter and use the real property described as tax parcels 0220224001, 0220271001, 0220271008, 0220271011, 0220271013, 0220271045, 0220271064, 0220272012, 0220272030, 0220275015, 0220275016, 0220275017, 0220281037, 0220281040, 0220281041, 0220282015, 0220282016, 0220283013, 0220285023, 0220291009, 0220294019, 0220294020, 0220294023, 0220294024, 9085900590, 0220282009, 0220272029, 0220282019, 0220291020 and 6430493940 ("Property") for the purpose of planning, design and permitting work for the Trail, boardwalk and bridges and associated Trail connections and amenities as necessary, and to collaboratively seek grants and other funding sources for the Trail located between the Chambers Creek Road Trailhead and Kobayashi Park/Phillips Road.
- 7.2 UP-Granted Right of Entry: UP hereby grants to the County and Lakewood, their employees, agents, contractors and consultants an irrevocable right to enter and use the real property described as tax parcels 0220271072, 0220271069, 0220281034, 4002910220 and 4002640190 ("Property").
- 7.3 Maintenance of Properties: These rights of entry shall commence on the date of this Agreement and shall expire on December 31, 2017 unless earlier terminated by the grantees. Prior to its expiration, all grantees will return the property to a condition reasonably comparable to the condition of the Property prior to the effective date of this Agreement, except to the extent that changes to the condition of the Property did not occur as a result of an act of any grantee, its employees, agents, contractors, or consultants. Gates will be secured, and fences, if temporarily removed, shall be replaced. All excavations shall be filled and leveled. There shall be no cutting or removal of paved surfaces without prior notice and written approval by the appropriate grantors.
- 7.4 Access: Access will typically be by foot, light duty truck or car along common access ways or trails and with prior notice in a manner mutually agreed upon. No vehicles larger than a light duty pick-up truck shall be permitted on the Property without prior notice and written approval by the appropriate grantor. All grantees understand the Property includes an active trail used by the general public and the rights herein granted shall at all times be exercised in a manner that does not unreasonably interfere with the use of the Property by the grantors.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. TERMINATION. This Agreement is subject to termination based upon the following:

9.1 Necessity. In the event that any of the parties determines that termination of this Agreement is necessary due to lack of funding or any other reason that justifies termination, one of the parties shall give the other Parties thirty (30) days' written notice of termination of this Agreement. Upon termination of the Agreement, all Parties shall be released from any future funding or other obligations related to this Agreement.

9.2 Default. By reason of a breach of this Agreement by a Party, the other Parties may terminate this Agreement; provided that written notice specifying the breach, and thirty (30) days to cure the breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth in Section 11 below are followed. The notice and dispute resolution requirements do not apply where protection of the public's health, welfare, or safety requires immediate termination.

9.3 Lack of Appropriation. Any Party's obligation under this Agreement that may extend beyond the current appropriation year is expressly conditioned upon that Party's legislative appropriation of sufficient funds to support the activities described in this Agreement. If the Party's legislative body does not appropriate sufficient funds for those purposes, then that Party's participation under this Agreement shall terminate automatically at the end of the current appropriation year.

9.4 Public Convenience. Any Party other than University Place, may withdraw from the Agreement for public convenience upon thirty (30) calendar days' written

notice, provided that to the extent each Party has obligated itself to provide funding for the Trail project, that funding obligation shall survive the termination of the Agreement and funding shall continue to be provided by the Party until the end of the Party's current appropriation year, after which the Party shall have no further funding obligation to the Trail project.

- 9.5 Account Close-Out If Project Abandoned. If, for any reason, the Trail project is abandoned or otherwise terminated before the Trail design is completed, then University Place will settle up all remaining obligations, close out the project account, liquidate or return personal property consistent with applicable surplus requirements, provide a final account summary to the other Funding Parties, and return any unspent funds on a prorated basis that reflects each Funding Party's relative contribution to the project.
10. **NO SEPARATE ENTITY CREATED.** This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the Director of Parks and Public Works for the City of University Place, the Parks, Recreation and Community Services Director for the City of Lakewood, and the Director of Parks and Recreation Services for Pierce County. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.
11. **DISPUTE RESOLUTION.** Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City Managers or their designees for the Cities of University Place and Lakewood and to the Pierce County Executive or designee for Pierce County for mediation and/or settlement. Any controversy or claim arising out of, or relative to this Agreement or the alleged breach thereof that cannot be resolved by the Lakewood and University Place City Managers and the Pierce County Executive or their designees may be submitted to a mediator to resolve disputes should the Parties agree to utilize the services of a mediator. The cost of mediating a dispute shall be borne equally by all the Parties.
12. **NOTICE.** Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the designated representative of the Party which is the intended recipient of the notice at its address as set forth in Section 5 – Designated Representatives.
13. **ENTIRE AGREEMENT.** This Agreement contains the Parties' entire understanding with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
14. **AMENDMENTS IN WRITING.** Any amendment or modification of this Agreement must be in writing and executed by the Parties agreeing thereto.
15. **NO CONTINUING WAIVER OF DEFAULT.** The waiver of any default under any provision of this Agreement must be in writing to be valid and shall not constitute a waiver of any other default, whether of the same or of any other provision.

16. **LEGISLATIVE APPROVAL.** The Interlocal Cooperation Act, Chapter 39.34 RCW, requires that this Agreement be approved by the Parties' legislative bodies prior to execution. The Parties hereby affirm their intent to use their best efforts to seek timely approval of the Agreement by their respective legislative bodies.
17. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the State of Washington.
18. **VENUE.** Venue for any lawsuit arising out of this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.
19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
20. **ASSIGNABILITY; TERMS AND CONDITIONS BINDING ON SUCCESSORS AND ASSIGNS.** Any or all of the rights and obligations of a Party to this Agreement may be assigned and delegated to other persons, firms, or corporations only with the express written consent of the other Parties. This Agreement shall be binding on such approved assignees and delegates.
21. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a party to it.
22. **NO RESTRICTION ON POLICE POWERS.** Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.
23. **SEVERABILITY.** If any provision of this Agreement is deemed unlawful or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall be in full force and effect with the automatic addition of a provision as similar in its terms to such illegal or unenforceable provision as may be possible to make such provision legal and enforceable.

EXECUTED THIS _____ DAY OF _____, 2014.

City of University Place

City of Lakewood

By: _____

By: _____

TITLE: _____

TITLE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

University Place City Attorney

Lakewood City Attorney

Pierce County

By: _____

TITLE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DRAFT

CHAMBERS CREEK PROPERTIES MASTER SITE PLAN

North Area

Public Recreation Area

- Chambers Bay golf course (E)
- Soundview Trail (E)
- View Restaurants (F)
- Water Production (F)
- Water Reclamation (IP)
- Utilities (F)
- Parking (IP)
- Environmental Education Center (F)
- Clubhouse Complex (F)
- Mining and Reclamation (E,F)
- Lodging (F)
- Central Meadow (IP)

Shoreline - North Beach Area

Shoreline Public Access

- Mining and Reclamation (E,F)
- Beach Access (F)
- North Dock Restoration (F)
- Day Use Moorage (F)
- Boardwalk (over water) (F)
- Mooring Buoys (F)
- Off-Leash Area (F)

Wastewater Treatment Plant

Non-MSP Uses

Pierce County Utilities

(No Public Access)

- Long Term WWTP Expansion Area (F)
- Existing WWTP/Utilities Facilities (E,F)
- Water Production (E,F)
- Water Reclamation (E,F)
- Administration and Maintenance (E,F)

MSP Uses

- Environmental Institute (F)
- Laboratories, research, and offices
- Native Plant Buffer (F)
- Production Nursery (interim use) (F)
- Soundview Trail (F)
- Mining and Reclamation (E,F)

Shoreline - South Beach Area

Shoreline Public Access

- South Dock Restoration (F)
- Native Plant and Beach Restoration (F)
- Mining and Reclamation (E,F)
- Beach Access (F)
- Mooring Buoys (F)

South Area

Public Recreation and Education

- Soundview Trail (F)
- Native Plant Arboretum (F)
- South Meadow (F)
- Trails (F)
- Water Production (F)
- Water Reclamation (F)
- Mining and Reclamation (E,F)
- Parking (F)
- Administration and Maintenance (F)
- Off-Leash Area (F)

Shoreline - Chambers Bay

Shoreline Public Access

- Boardwalk (over land) (F)
- Boat launch (4 lanes) (F)
- Mining and Reclamation (E,F)

Grandview Trail and Buffer

Trails and Open Space

- North Meadow (IP)
- Parking (F)
- Grandview/64th Street Trail (E)
- Native Plant Buffer (E)
- Picnic/Play Area (F)

Environmental Services Area

Environmental Services/Recreation

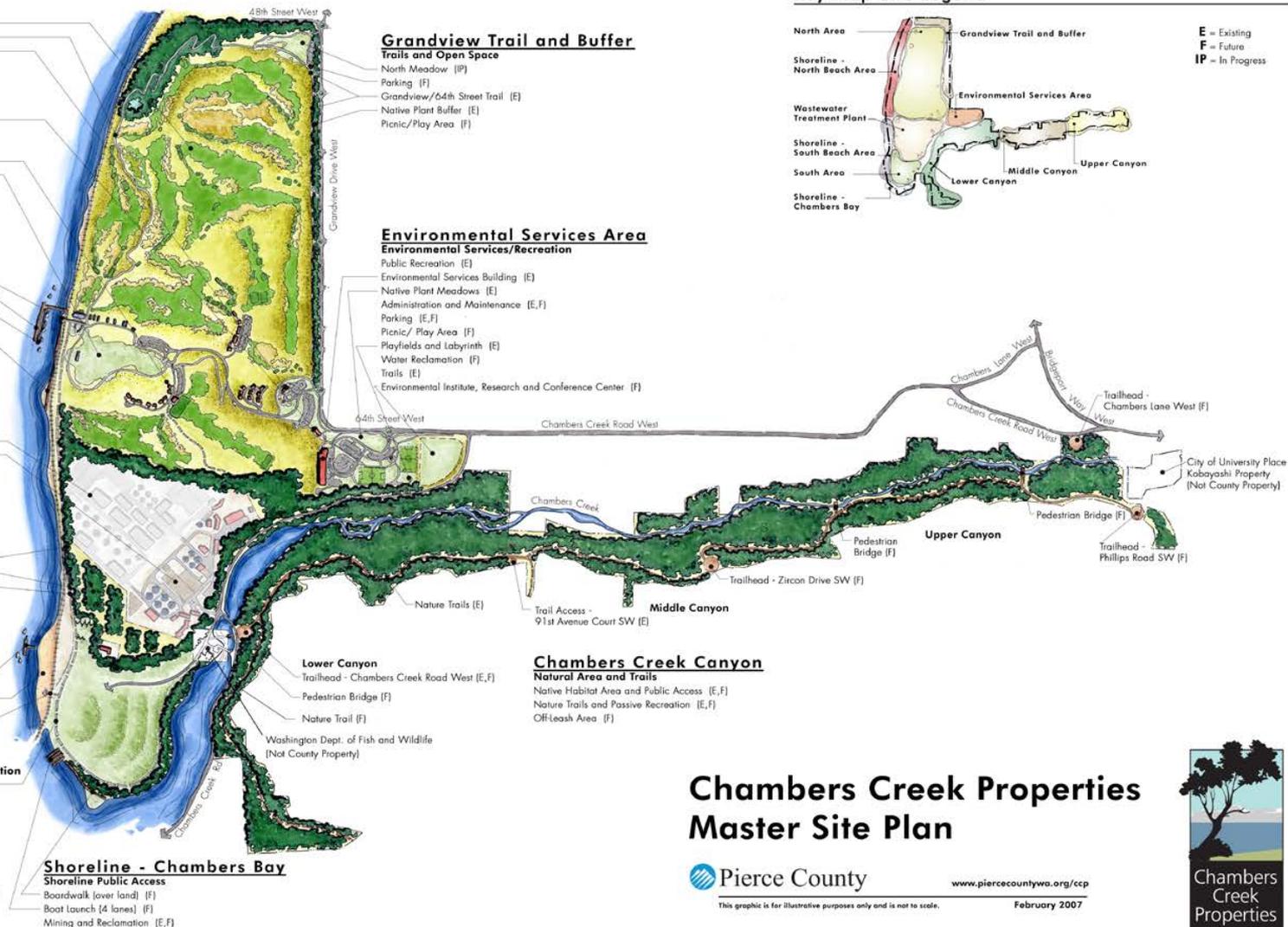
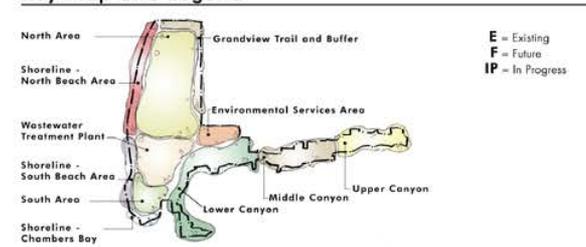
- Public Recreation (E)
- Environmental Services Building (E)
- Native Plant Meadows (E)
- Administration and Maintenance (E,F)
- Parking (E,F)
- Picnic/Play Area (F)
- Playfields and Labyrinth (E)
- Water Reclamation (F)
- Trails (E)
- Environmental Institute, Research and Conference Center (F)

Chambers Creek Canyon

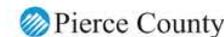
Natural Area and Trails

- Native Habitat Area and Public Access (E,F)
- Nature Trails and Passive Recreation (E,F)
- Off-Leash Area (F)

Key Map and Legend



Chambers Creek Properties Master Site Plan



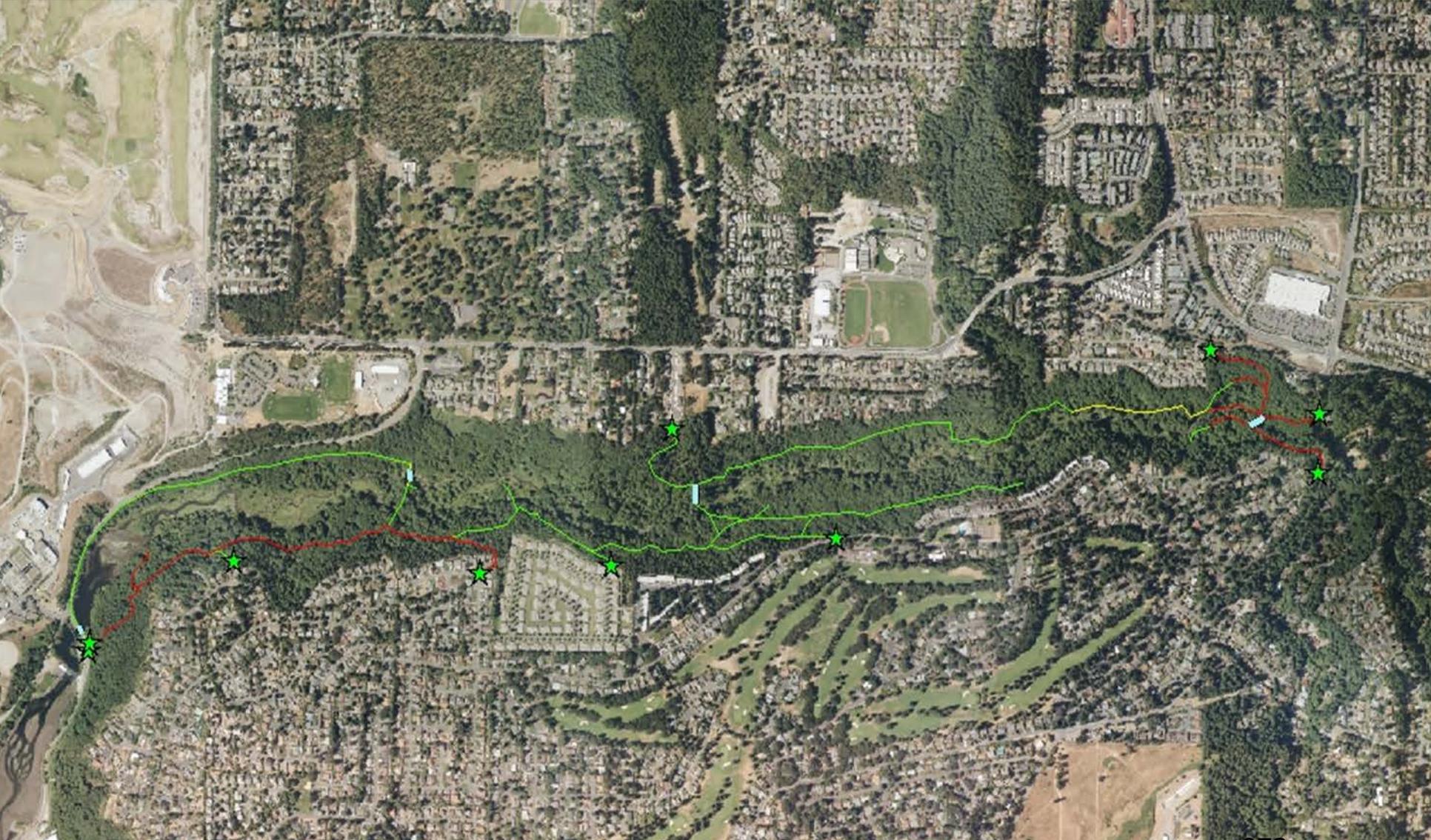
www.piercecountywa.org/ccp

This graphic is for illustrative purposes only and is not to scale.

February 2007



CHAMBERS CREEK TRAIL



The map features are approximate and are intended only to provide an indication of said features. Additional areas that have not been mapped may be present. This is not a survey. Orthorectified and other data may not align. The County assumes no liability for variations as determined by actual survey. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

CHAMBERS CREEK TRAIL



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthorectified and other data may not align. The County assumes no liability for variations as defined by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

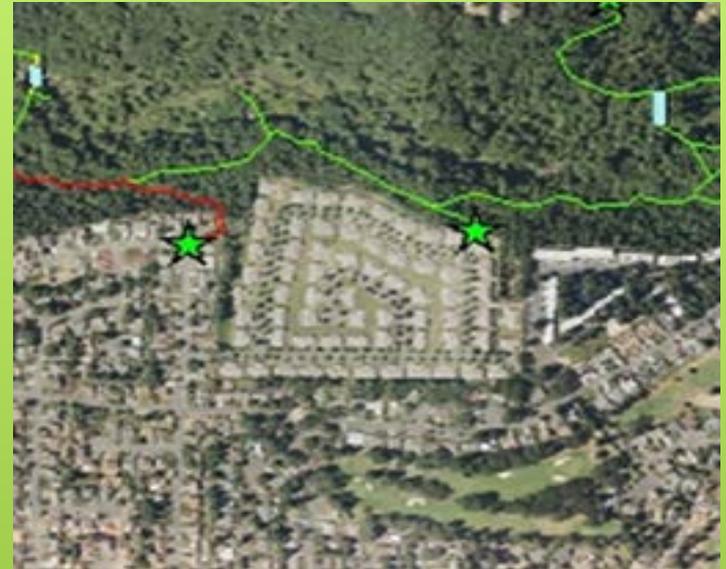


CHAMBER CREEK TRAIL

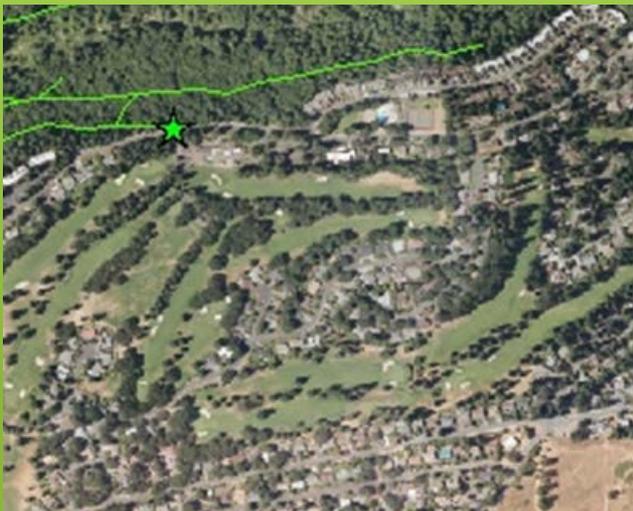
Potential Lakewood Access Points



Oakbrook
7000 91st Ave Ct SW



Chambers Gardens



Across the Street
**Oakbrook Golf
and Country Club**





