

# TOWN OF EATONVILLE

## Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>November 10, 2014</u>
Subject:	<u>Resolution No. 2014-DD Approving a</u>	Prepared by:	<u>Gregory Jacoby</u>
	<u>Purchase and Sale Agreement with</u>		<u>Town Attorney</u>
	<u>Robert and Cyndy Collins for the sale</u>	Atty Routing No:	<u>023-14</u>
	<u>of real property.</u>	Atty Review Date:	<u>November 5, 2014</u>

**Summary:** Town staff is currently working on completing Phase 1 of the Bud Blancher Trail. A section of the trail is located on real property owned by Robert and Cyndy Collins. The Town owns property adjacent to the Collins' property, a 100-foot wide and approximately 2000-foot long section of which has been declared surplus to the Town's needs pursuant to Resolution No. 2014-BB. Robert and Cyndy Collins have agreed to convey a pedestrian access easement to the Town for that portion of the Bud Blancher Trail which runs across their property in exchange for fair market value consideration. The Town intends to sell to Robert and Cyndy Collins the adjacent land in exchange for fair market value consideration. The Town property is worth \$28,023.66 and the Collins' easement is worth \$16,908.48. Therefore, the Town will receive from Robert and Cyndy Collins the pedestrian access easement for the Bud Blancher Trail, along with a cash payment of \$11,115.18, and in exchange Robert and Cyndy Collins will receive from the Town the title to the adjacent section of land which has been declared surplus by the Town. This exchange will give the Town the highest rate of return for the surplus property while also defraying the overall costs of constructing the trail. Because the Town is selling only portions of currently existing parcels of land, the portions being sold will need to be segregated from the portions not being sold. At least one of the segregated portions will need to be combined with an adjacent parcel of land that is owned by the Town.

**Recommendation:** Staff recommends the adoption of Resolution No. 2014-DD, approving the Purchase and Sale Agreement with Robert and Cyndy Collins for the sale of the real property located adjacent to Collins' property and recently declared surplus by the Town.

**Motion for consideration:** I move to adopt Resolution No. 2014-DD, approving the Purchase and Sale Agreement with Robert and Cyndy Collins and authorizing the Mayor to execute the Agreement, along with any other documents necessary to complete the sale of the identified real property.

**Fiscal Impact:** In exchange for the identified real property being sold to Robert and Cyndy Collins, the Town will receive a pedestrian access easement valued at \$16,908.48 and a cash payment of \$11,115.18.

**Attachments:** Real Property Value Summary  
Proposed Resolution No. 2014-DD, with stated attachments.



**COUNTRYSIDE**  
REAL ESTATE

October 17, 2014

TO WHOM IT MAY CONCERN:

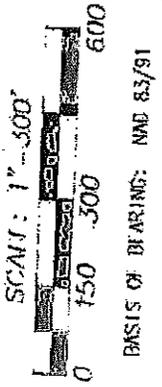
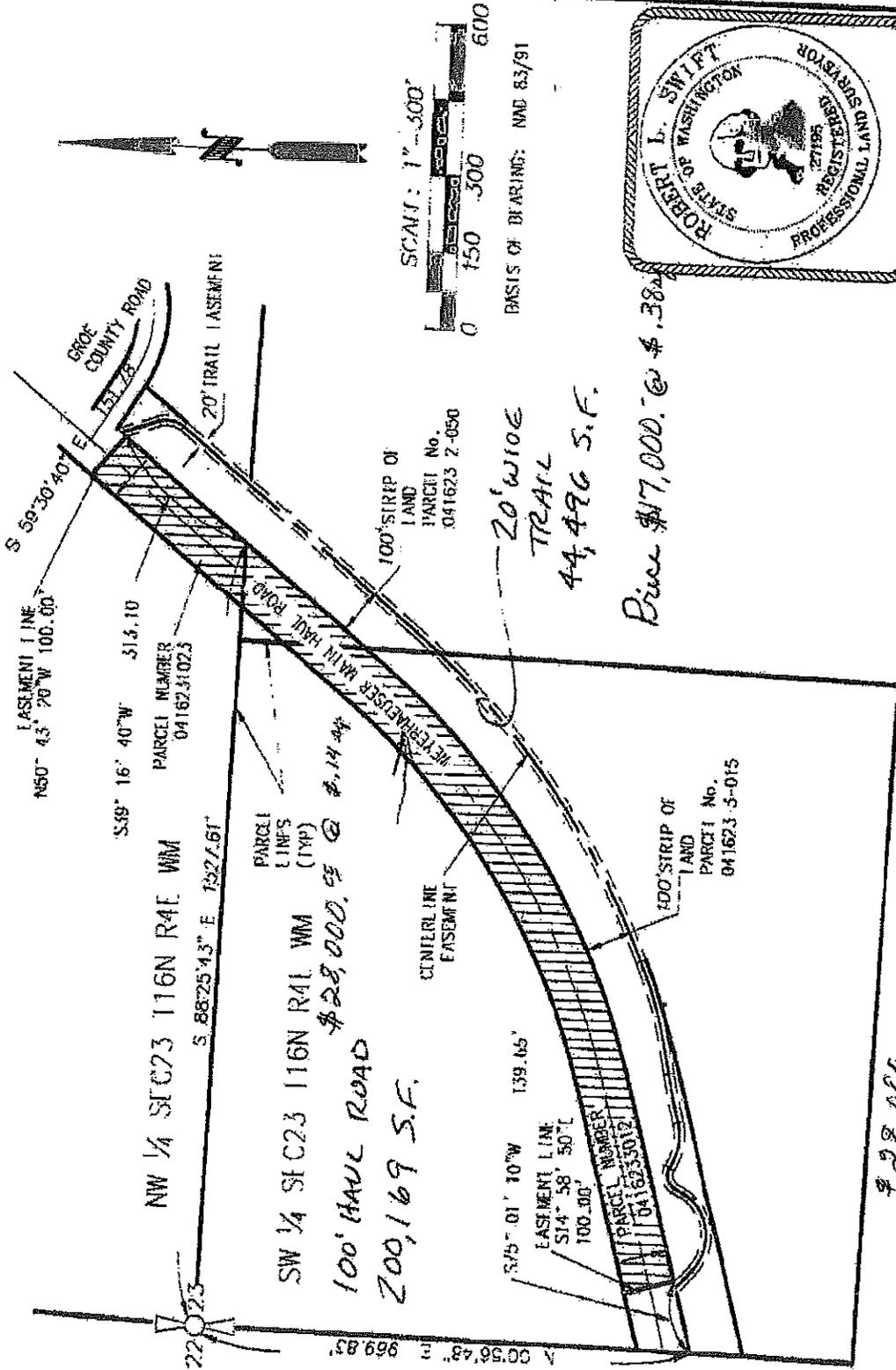
I have reviewed a number of comparables and based on my professional judgement the Town parcel #0416233012 is worth \$.014 cents per square foot and Rob & Cindy Collins parcel #0416233015 is worth \$0.38 per square foot. The total value for the Town's property is \$28,023.66 and the Collins property is \$16,908.48.

A handwritten signature in black ink, appearing to read 'Melly Rodriguez', is written over a horizontal line.

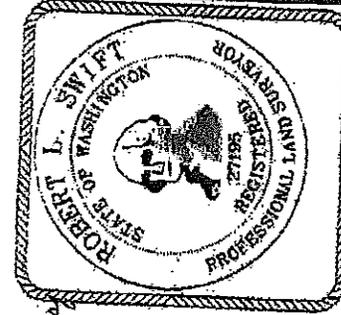
Melly Rodriguez, Broker/Owner

111 Center St. E./ P.O. Box 1340 Eatonville, WA. 98328  
Office: (360)832-6600 Cell Phone: (253)307-6060 Fax: (360)832-6606  
Email: formelly\_6166@yahoo.com E-Fax: 877-840-6955

# EXHIBIT B



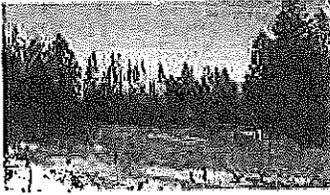
BASIS OF BEARING: MND 83/91

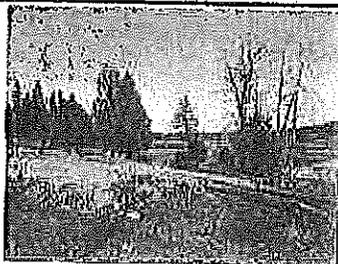


JCB No. 8181.1

**LARSON AND ASSOCIATES**  
 Land Surveyors & Engineers, Inc.  
 4401 So. 66th St. TACOMA, WA 98409 (253) 474-5408

\$ 28,000.  
 17,000.  
 \$ 11,000.

			
<b>Listing #</b>	673874 <i># 11 Aq</i>	441984 <i># 18 Aq</i>	898611 <i># 138 Aq</i>
<b>Status</b>	Active	Active	Pending Feasibility
<b>Lot #</b>			
<b>Street Address</b>	XXX Midway Creek Rd E	XXX 486th St E	3019 347th St S
<b>City</b>	Eatonville	Eatonville	Roy
<b>Zip Code</b>	98328	98328	98680
<b>Area</b>	124	124	119
<b>Grid &amp; Map</b>	G5, 995	A1, 1	D6, 933
<b>Community</b>	Eatonville	Alder	Roy
<b>Project</b>			
<b>Owner Name</b>	Trunk	Sherk	Clerence E & Rozalee V Humphreys
<b>Lot Size</b>	246114	217800	53143
<b>Acreage</b>	5.650	5.000	1.220
<b>Lot Dimensions</b>			
<b>General Zoning</b>	Residential		Residential
<b>Style</b>	41 - Res-Over 1 Acre	41 - Res-Over 1 Acre	41 - Res-Over 1 Acre
<b>Restrictions</b>			
<b>Lot Details</b>			
<b>Topography</b>	Level, Rolling, Sloped	Dead End Street, Secluded Level, Rolling, See Remarks	Dead End Street, Open Space Level
<b>Improvements</b>			
<b>Road Information</b>	County Maintained	See Remarks	Gravel
<b>Water Available</b>	Not Available	Unknown	Well Needed
<b>Gas</b>	Not Available	Not Available	Not Available
<b>Electricity</b>	In Street	Available	Available
<b>Sewer</b>	Not Available	Not Available	Not Available
<b>Septic</b>			
<b>Soil Available</b>			
<b>Septic Design</b>			
<b>View</b>		Mountain	Territorial
<b>Waterfront Ftg.</b>			
<b>School Dist.</b>	Eatonville	Eatonville	Bethel
<b>Assess Fee</b>			
<b>Taxes/Year/Snr</b>	\$561 / 2014 / /	\$300 / 2012 / /	\$524 / 2014 / No
<b>Owner Finance</b>			
<b>List Price</b>	\$27,500	\$27,990	\$19,975
<b>Original Price</b>	\$27,500	\$27,990	\$19,975
<b>Sold Price</b>			
<b>DOM</b>	353	807	18
<b>Listing Date</b>	07/28/2014	01/28/2013	09/22/2014
<b>Off-Market Date</b>			
<b>Sold Date</b>			
<b>Financing</b>			



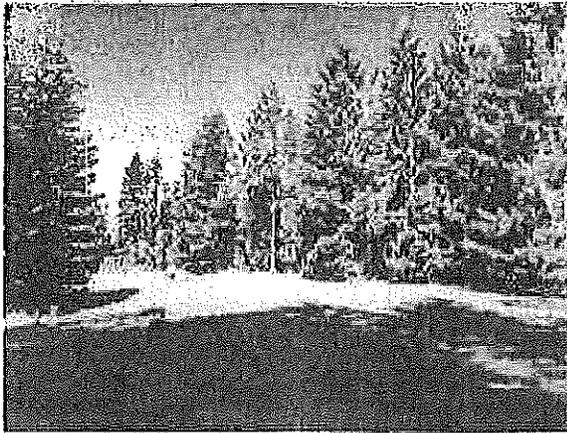
<b>Listing #</b>	019521
<b>Status</b>	Sold
<b>Lot #</b>	4411A
<b>Street Address</b>	39117 62nd Av Ct E
<b>City</b>	Eatonville
<b>Zip Code</b>	98828
<b>Area</b>	124
<b>Grid &amp; Map</b>	
<b>Community</b>	Eatonville
<b>Project</b>	
<b>Owner Name</b>	First Equity Homes LLC
<b>Lot Size</b>	217600
<b>Acreage</b>	5.000
<b>Lot Dimensions</b>	
<b>General Zoning</b>	
<b>Style</b>	40 - Res-Less thn 1 Ac
<b>Restrictions</b>	Manufactured Homes OK, No Restrict
<b>Lot Details</b>	
<b>Topography</b>	Sloped
<b>Improvements</b>	
<b>Rd Information</b>	Gravel, Paved
<b>Water Available</b>	Drilled Well, On Property, Private We
<b>Gas</b>	In Street
<b>Electricity</b>	On Property
<b>Sewer</b>	Not Available
<b>Septic</b>	
<b>Soil Available</b>	
<b>Septic Design</b>	
<b>View</b>	Lake, Mountain, Partial
<b>Waterfront Ptg.</b>	
<b>School Dist.</b>	Eatonville
<b>Assess Fees</b>	
<b>Taxes/Year/Snr</b>	//
<b>Owner Finance</b>	
<b>List Price</b>	\$106,999
<b>Original Price</b>	\$106,999
<b>Sold Price</b>	\$95,000
<b>GDOM</b>	164
<b>Listing Date</b>	04/14/2014
<b>Off-Market Date</b>	
<b>Sold Date</b>	09/29/2014
<b>Financing</b>	Conventional





Status is 'Active' Area is one of '119 - Roy/McKenna', '121 - Harris Lake', '125 - Estonyville', '128 - Alder' Lot Sq Footage 43560 to 85340 (Converted from ac to sqft) Status is not 'Incomplete'

Listing # 698511 3019 347th St S, Roy 98580 STAT: Active LP: \$19,975  
 County: Pierce LT: BLK: CMTY: Roy



PRJ:  
 Type: Vacant Land CDOM: 18  
 AR: 119 TAX: 0317496003 OLP: \$19,975  
 MAP: 933 GRD: D-6 Internet: Yes  
 DD: From Hwy 702, North onto 30th Ave FIN:  
 B, first Left onto 347th, through the gate, LD: 09/22/2014  
 first parcel/clearing on the right. XD:  
 OMD:

LAG: Sheryl K. Williams (87192) PH: (253) 905-0928  
 FAX: (360) 458-1806 PH Type: Cellular  
 LO: Windermere Real Estate Yelm (478) PH: (360) 458-3855  
 SOC: 5% Gmtts:

ZJD: County SKS: No  
 ZNR: R10 QTR/SEC:  
 GZC: Residential

CLA:  
 CLO: PTO: Yes F17: Provided  
 QTVP: OWN: Clarence E & Rozalee V I  
 OPH: (861) 202-8746 OAD: Palmdale, CA  
 POS: Closing  
 TX\$: \$524 TXY: 2014 SNR: No ATF:  
 TRM: Cash Out, Conventional  
 TER: STY: 41 - Res-Over 1 Acre  
 WRJ:  
 Right of First Refusal: No

ACR: 1.220 LSF: 63,143 LSZ: .384  
 DOC:  
 WFT:  
 VEW: Territorial  
 HOA:  
 RD: RD: Gravel  
 IMP:  
 FTR: Brush, Evergreens, Lightly Treed, Partially Cleared, Pasture Land  
 TPO: Level SLP:  
 Community Features:

WFG:  
 LDE: Dead End Street, Open Space

WTR: Well Needed SFA:  
 GAS: Not Available STD:  
 ELE: Available SDA: SST:  
 SWR: Not Available SDI: SDD: SDX:

SD: Bethel EL:  
 3rd Party Aprvl Req: None JH: Bank/REO Owned Y/N: No SH:

Agent Only Remarks: Verbally accepted offer, just waiting on documents to be signed via email, seller is out of State.

Marketing Remarks: Nice & level lot, mainly cleared & ready for you! Plenty of open space to build your home or just use for pasture or recreational. There are some mature trees (commercial grade timber-buyer to verify) along the back & side of the property. The lots around this are already improved, so power isn't far. You'll also need a well & septic system. Nearly 1.25 acres of level, dry & grassy land is a blank canvas for your visions. Quiet & fairly secluded, just a short drive to JBLM, shopping & dining.



**RESOLUTION NO. 2014-DD**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
APPROVING A PURCHASE AND SALE AGREEMENT WITH  
ROBERT AND CYNDY COLLINS FOR THE SALE OF REAL  
PROPERTY PREVIOUSLY DECLARED SURPLUS BY THE TOWN**

**WHEREAS**, for several years the Town has been working on a non-motorized trail system throughout the Town with regional connections to nearby attractions and points of interest; and

**WHEREAS**, staff are currently working on completing Phase 1 of the Bud Blancher Trail, a 2.3 mile section of trail that begins at the Eatonville School District playfields near the town center and ends at UW Pack Forest, as depicted in Exhibit C attached hereto; and

**WHEREAS**, a portion of the trail is located on private property owned by Robert and Cyndy Collins, Pierce County Parcel Nos. 0416232050 and 0416233015 (the Collins Property); and

**WHEREAS**, Robert and Cyndy Collins have agreed to convey a pedestrian access easement to the Town for fair market value; and

**WHEREAS**, the pedestrian access easement across the Collins Property has a fair market value of \$16,908.48; and

**WHEREAS**, the Town is fee title owner of real property identified as Pierce County Parcel Nos. 0416233012, and 0416231023 (the "Town Property"), which are adjacent to the portion of the trail that is located on the Collins' property; and

**WHEREAS**, pursuant to Resolution No 2014-BB, the Town has declared as surplus to its needs an area 100-foot wide and approximately 2000-foot long located on the Town Property, legally described in Exhibit A and depicted in Exhibit B, copies of which are attached hereto (the Subject Property); and

**WHEREAS**, the Subject Property has a fair market value of approximately \$28,023.66; and

**WHEREAS**, given the relatively small size, unusual shape, and the location of the Subject Property, the Town Council finds the Town will receive the highest return by offering the Subject Property for sale to the adjacent property owner; and

**WHEREAS**, in order to generate revenue to acquire the pedestrian access easement on the Collins Property and, in general, to defray the overall the cost of constructing the trail, the Town has agreed to sell the Subject Property to Robert and Cyndy Collins for fair market value, accepting a cash payment and the conveyance of the pedestrian access easement on the Collins Property as payment; and

**WHEREAS**, the Subject Property covers only portions of the two parcels making up the Town Property and therefore the portions to be sold will need to be segregated from the portions not being sold; and

**WHEREAS**, that portion of the southern end of Pierce County Parcel No. 0416233012 not being sold to Collins will need to be segregated from the existing parcel and combined with the adjacent Pierce County Parcel No. 0416224007, which is already owned by the Town; and

**WHEREAS**, that portion of the southern end of Pierce County Parcel No. 0416231023 being sold to Collins will need to be segregated from the existing parcel and possibly combined with an adjacent parcel owned by Collins; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Purchase and Sale Agreement attached hereto as Exhibit D between the Town of Eatonville and Robert and Cyndy Collins is approved. The real property herein defined as the Subject Property, shall be conveyed to Robert and Cyndy Collins by quit claim deed in consideration of Robert and Cyndy Collins payment of \$11,115.18 and their conveyance of a pedestrian access easement over the real property defined herein as the Collins Property on the day of closing; and

**FURTHER THAT:** The Mayor of the Town of Eatonville is hereby authorized to execute the Purchase and Sale Agreement and all such documents as are necessary to complete the transfer of title to Robert and Cyndy Collins; and

**FURTHER THAT:** The Mayor of the Town of Eatonville is hereby authorized to execute all such documents as are necessary to complete the appropriate segregations and combining of parcels pursuant to the sale.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 10th day of November 2014.

\_\_\_\_\_  
Mike Schaub, Mayor

ATTEST:

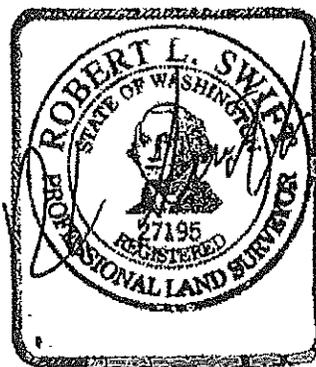
\_\_\_\_\_  
Kathy Linnemeyer, Town Clerk

## EXHIBIT A

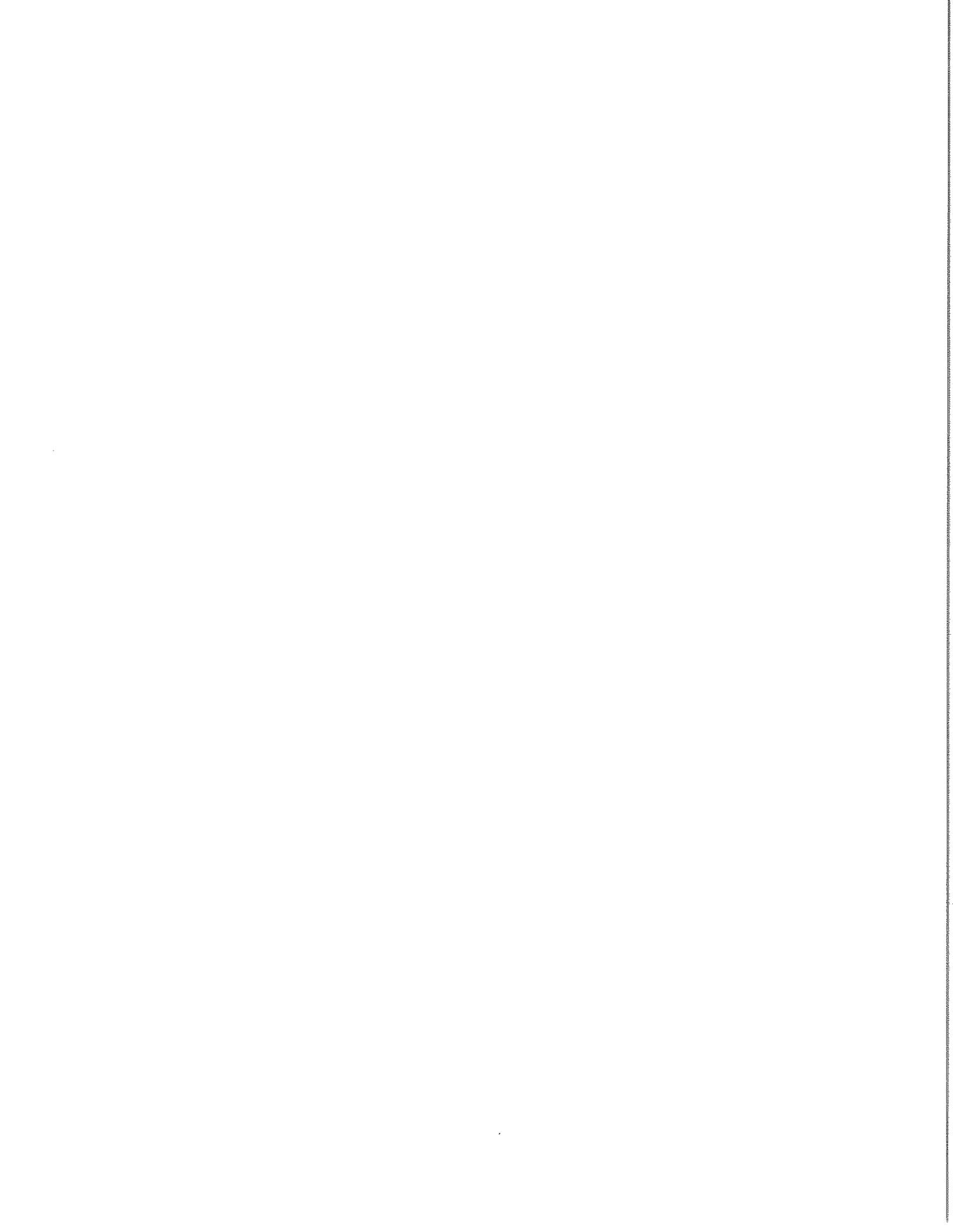
### DESCRIPTION

THAT PART OF THE 100 FOOT WEYERHAEUSER MAIN HAUL ROAD LYING WITHIN THE WEST HALF OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M. LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M., THENCE  $S00^{\circ}56'48''W$  ALONG THE WEST LINE OF SAID SECTION 23 FOR 969.83 FEET TO THE SOUTHERLY LINE OF THE WEYERHAEUSER MAIN HAUL ROAD; THENCE  $N75^{\circ}01'10E$  ALONG THE SOUTH LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD FOR 139.65 FEET TO THE NORTHEASTERLY LINE OF A 20' TRAIL EASEMENT AND THE POINT OF BEGINNING. THENCE  $N14^{\circ}58'50W$  AT RIGHT ANGLES FOR 100.00 FEET TO THE NORTHERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD, AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.; THENCE  $S88^{\circ}25'43''E$  ALONG THE CENTERLINE OF SAID SECTION 23 FOR 1527.61 FEET TO THE SOUTHEASTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD; THENCE  $N39^{\circ}16'40''E$  ALONG THE SOUTHWESTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD FOR 313.10 FEET TO THE NORTHWESTERLY LINE OF SAID 20' TRAIL EASEMENT AND THE POINT OF BEGINNING. THENCE  $N50^{\circ}43'20''W$  AT RIGHT ANGLES FOR 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD.

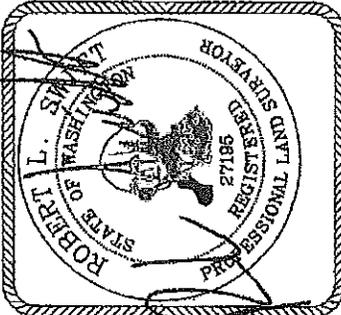
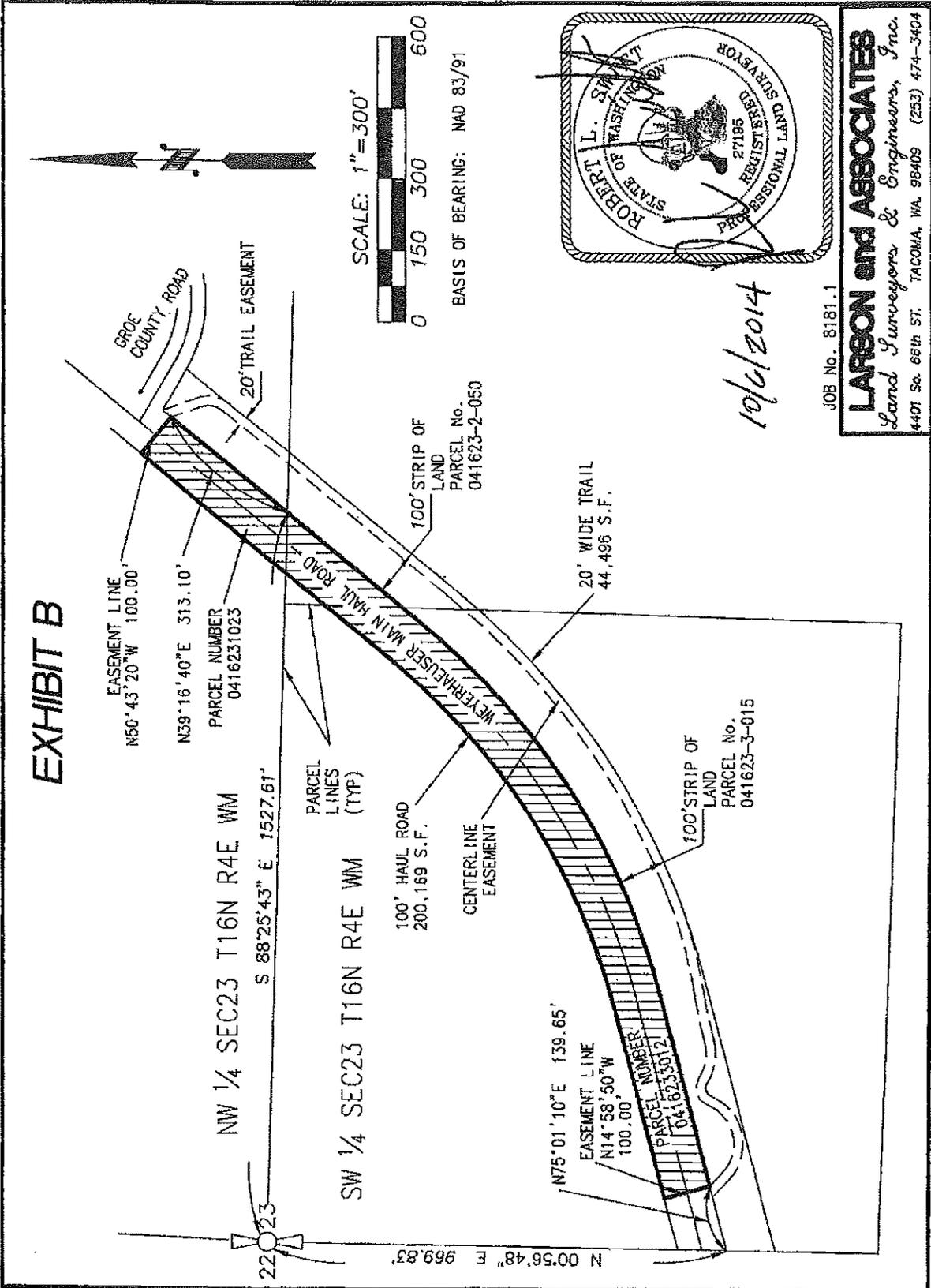
PIERCE COUNTY, WASHINGTON

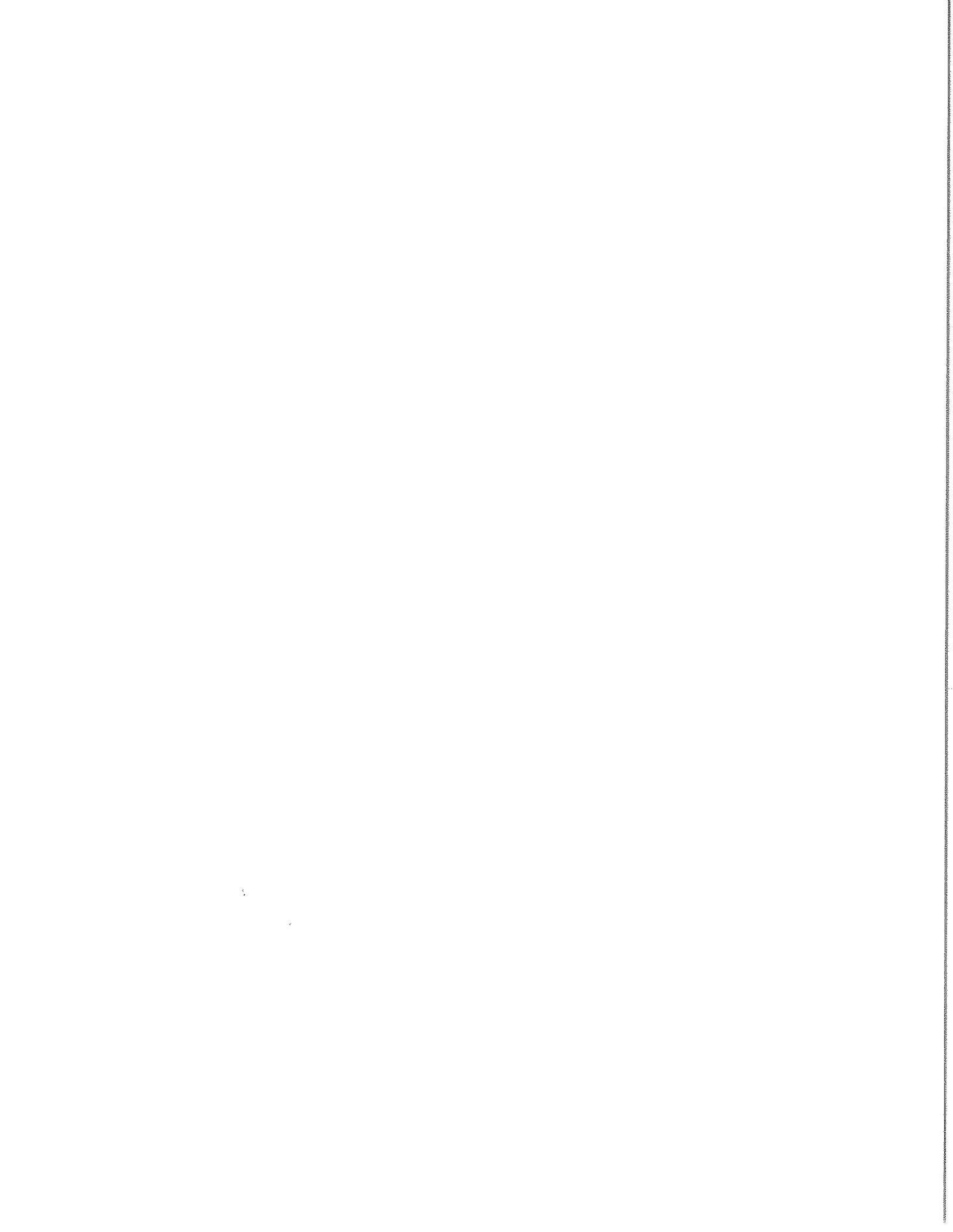


10/6/2014



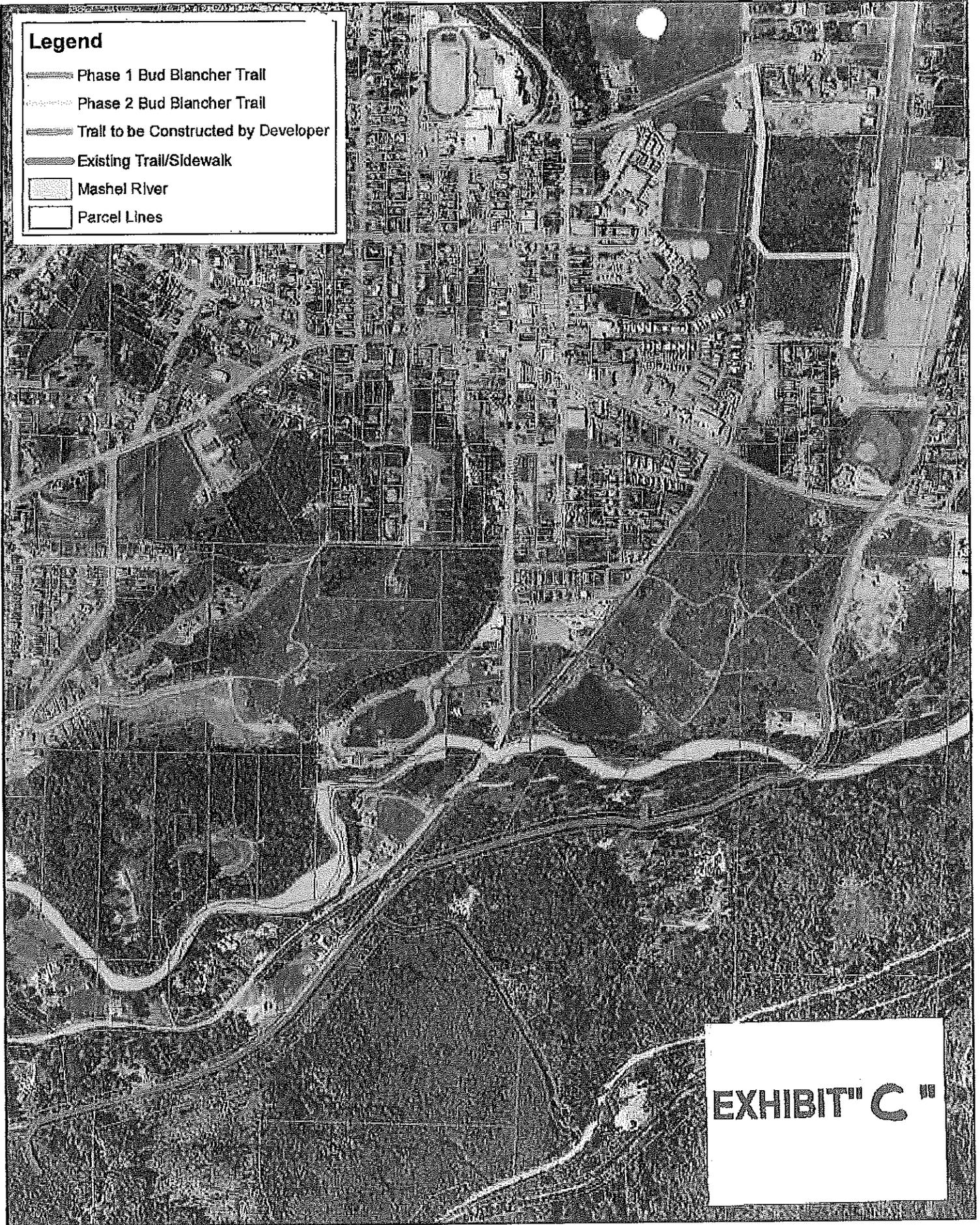
# EXHIBIT B



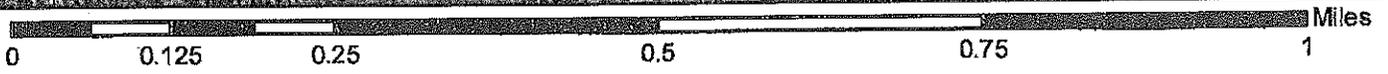


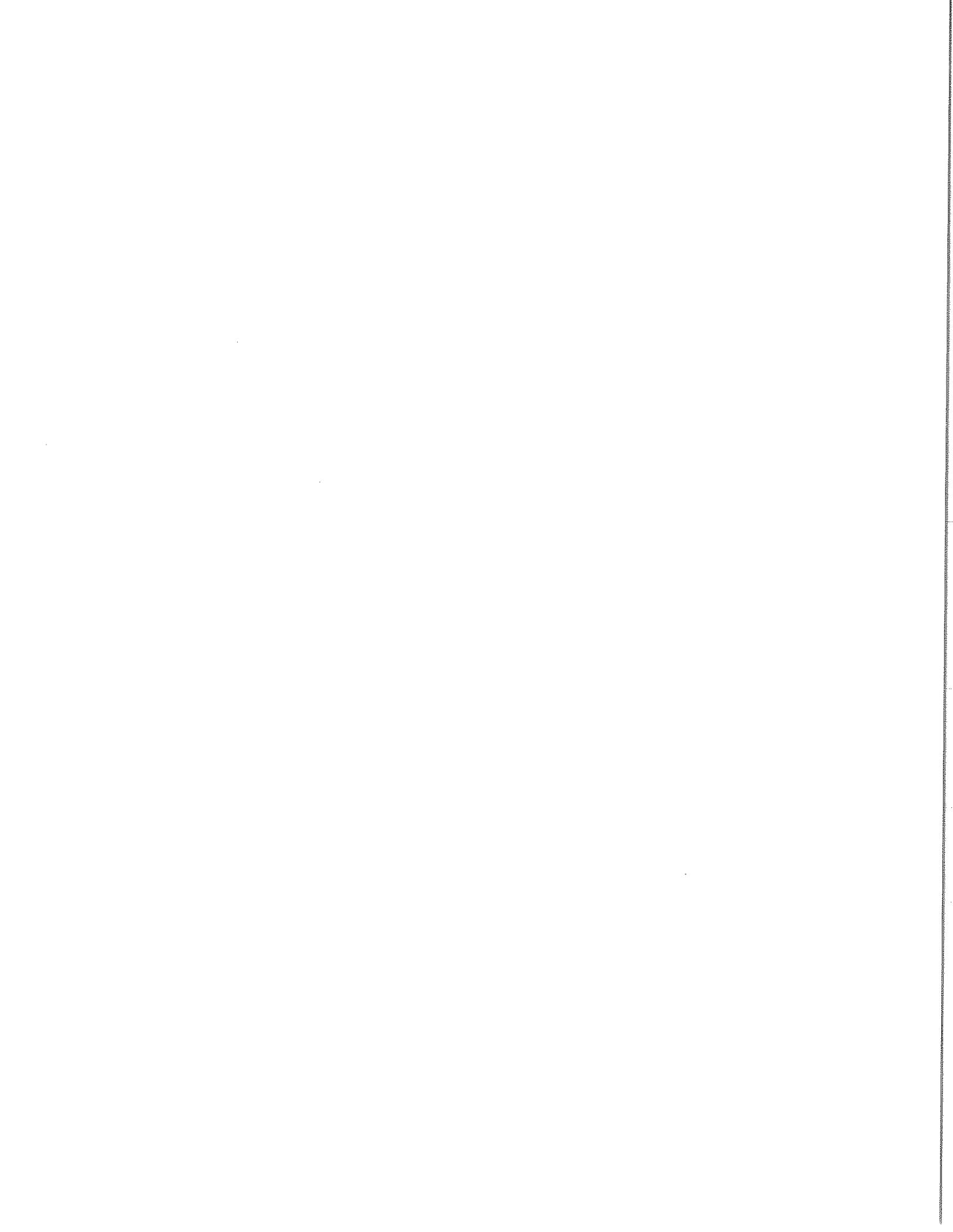
**Legend**

-  Phase 1 Bud Blancher Trail
-  Phase 2 Bud Blancher Trail
-  Trail to be Constructed by Developer
-  Existing Trail/Sidewalk
-  Mashel River
-  Parcel Lines



**EXHIBIT "C"**





## REAL ESTATE PURCHASE AND SALE AGREEMENT

1. **Date and Parties.** This Real Estate Purchase and Sale Agreement (“Agreement”) is dated, for reference purposes only, the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and is made and entered into by and between the Town of Eatonville, a Washington municipal corporation (“Seller”) and Robert and Cyndy Collins, husband and wife (“Purchaser”), which are referred to hereinafter as “Party” or “Parties” as the context requires.

2. **Property to be Conveyed.**

2.1 Seller is the owner of the real estate legally described in Exhibit A and mapped in Exhibit B attached hereto (“Property”).

2.2 The Seller agrees to sell and the Purchaser agrees to purchase the Property on the terms and conditions set forth in this Agreement.

3. **Purchase Price.** The Purchase Price for the Property shall be \$28,023.66, which is the fair market value of the Property. The Seller has agreed to accept, as full consideration for the Purchase Price at time of Closing, a pedestrian access easement across an adjacent piece of real property owned by Purchaser, valued at \$16,908.48, plus a cash payment of \$11,115.18. The term “Closing” shall mean the closing of the transaction contemplated by this Agreement as provided in Paragraph 10.

4. **Legal Description.** The Parties hereby authorize the Closing Agent to insert, attach, or correct the legal description of the Property as required to consummate the conveyance thereof.

5. **Title.** Seller shall convey title to the Property by quit claim deed, free of all liens, encumbrances or defects, except for a currently existing perpetual utility easement granted to Ohop Mutual Light Company pursuant to Town Resolution 2011-A, or as expressly approved by Purchaser in writing. Encumbrances to be discharged by Seller, if any, may be paid out of the Purchase Price at date of Closing.

6. **Title Insurance.** Fees for a standard or ALTA extended coverage owner's title insurance policy shall be paid by Seller. The title policy to be issued shall contain no exceptions other than the usual general exceptions provided for in the specified title policy form, plus encumbrances or defects, including the currently existing perpetual utility easement granted to Ohop Mutual Light Company pursuant to Town Resolution 2011-A, or as approved by Purchaser in Paragraph 5 above. If title cannot be made so insurable by the date of Closing, Purchaser may elect to terminate this Agreement, or may waive any such defects and elect to purchase as described herein.

7. **Included Items.** This transaction includes any improvements and appurtenances, if any, on the Property.

8. **Possession.** The Purchaser shall be entitled to possession of the Property on the Closing date.

9. **Town Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Eatonville.

10. **Closing.** Closing shall occur within 60 days after approval by the Eatonville Town Council, at First American Title Insurance Company, 2910 S. Meridian Avenue, Ste. 180, Puyallup, WA 98373, telephone (253) 471-1234 ("Closing Agent"), or such other location as the parties may mutually agree. The Purchaser and Seller shall, on demand, deposit in escrow all instructions and moneys necessary to complete the purchase in accordance with this Agreement. Closing shall be deemed to have occurred when all documents are recorded and the full Purchase Price has been conveyed and paid to Seller.

11. **Closing Costs & Pro-Rated Items.** Purchaser and Seller shall equally split the escrow fee and the recording fees for the quit claim deed. Seller shall pay any real estate excise tax which may be applicable to this transaction. Taxes for the current year, water and other utilities constituting liens, if any, shall be paid by Purchaser as of Closing.

12. **Seller's Representations.** This sale is an "as is" sale. Seller makes no warranties or representations as to the physical condition of the Property or any improvements therein. Purchaser has not relied upon any representations of Seller, its agents or its attorney as to the physical condition of the Property, boundary lines, zoning, or any other item, except as set forth in this Agreement.

13. **Survival of Representations and Warranties.** All of the Parties' representations and warranties contained herein shall survive the Closing.

14. **Attorneys' Fees and Expenses.** In the event any Party brings a lawsuit to enforce or defend any rights herein, the prevailing Party shall be awarded all costs and expenses and reasonable attorney fees at both the trial and appellate court levels.

15. **Successors and Assigns.** This Agreement and all of the terms and provisions set forth herein shall inure to the benefit of and be binding upon the Parties, their heirs, successors, legal representatives and assigns.

16. **Further Acts.** In addition to the acts specifically required in this Agreement, the Parties agree to perform or cause to be performed at and after Closing any and all further acts as may be reasonably necessary to consummate the transaction described herein, including the segregation and/or combination of parcels as appropriate. This shall also include Purchaser's conveyance of a pedestrian access easement over an adjacent piece of real property owned by Purchaser, which is to be used by Seller as part of the Bud Blancher Trail. The conveyance of the pedestrian access easement is an integral part of this transaction, as Seller will not accept a simple cash payment, even if for full fair market value, in exchange for the Property.

17. **Complete Agreement.** This Agreement and any addenda and exhibits to it state the entire understanding of Seller and Purchaser regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

18. **Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party, or the Closing Agent, the Parties will confirm facsimile transmitted signatures by signing an original document.

**PURCHASER:**

By: \_\_\_\_\_  
Robert Collins, a married individual

Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Cyndy Collins, a married individual

Date signed: \_\_\_\_\_

**SELLER:**

Town of Eatonville

By: \_\_\_\_\_  
Mike Schaub, Mayor

Date signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kathy Linnemeyer, Town Clerk

Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory A. Jacoby, Town Attorney

Date signed: \_\_\_\_\_

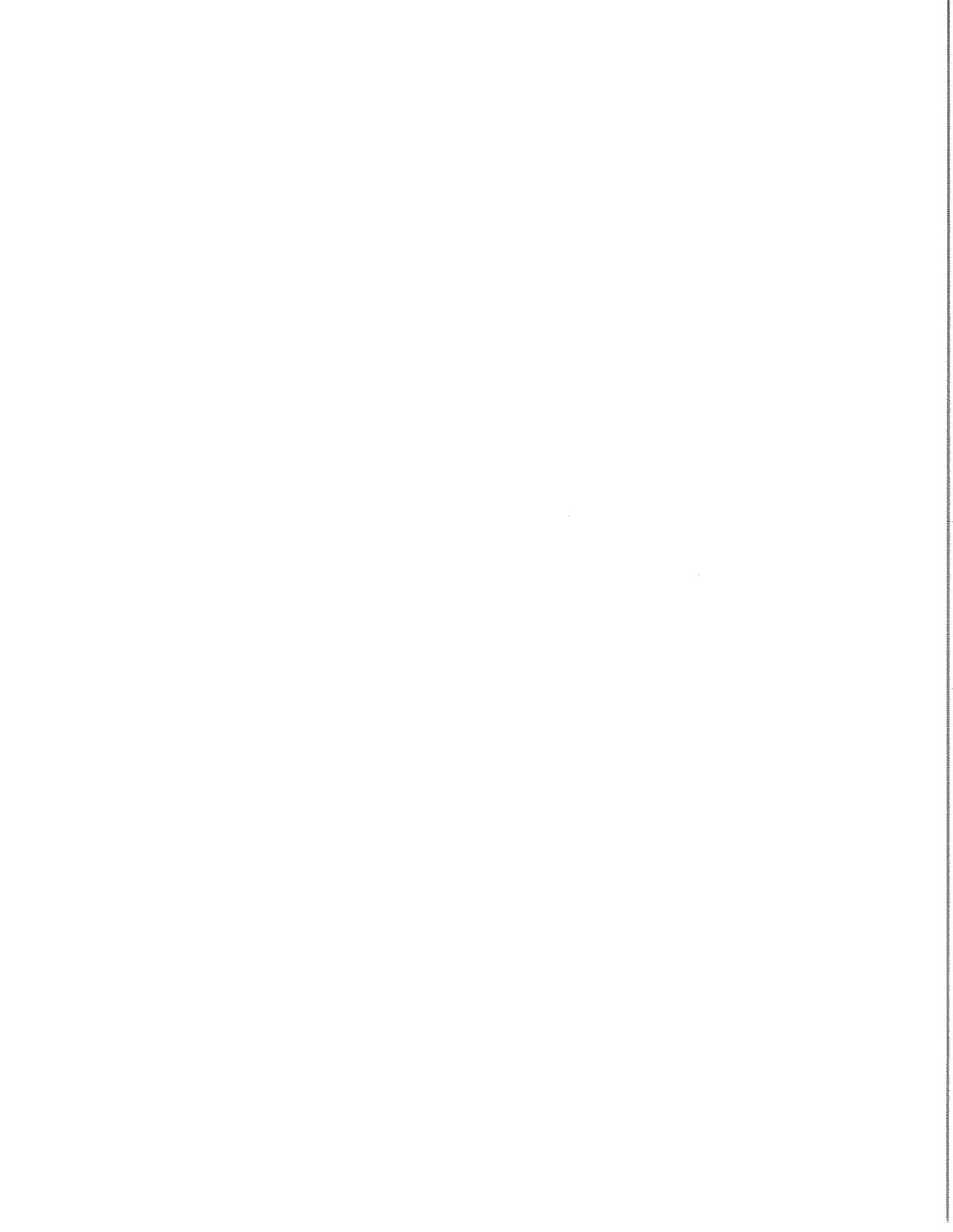
**EXHIBIT A**  
**DESCRIPTION**

THAT PART OF THE 100 FOOT WEYERHAEUSER MAIN HAUL ROAD LYING WITHIN THE WEST HALF OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M. LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M., THENCE  $S00^{\circ}56'48''W$  ALONG THE WEST LINE OF SAID SECTION 23 FOR 969.83 FEET TO THE SOUTHERLY LINE OF THE WEYERHAEUSER MAIN HAUL ROAD; THENCE  $N75^{\circ}01'10E$  ALONG THE SOUTH LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD FOR 139.65 FEET TO THE NORTHEASTERLY LINE OF A 20' TRAIL EASEMENT AND THE POINT OF BEGINNING. THENCE  $N14^{\circ}58'50W$  AT RIGHT ANGLES FOR 100.00 FEET TO THE NORTHERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD, AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.; THENCE  $S88^{\circ}25'43''E$  ALONG THE CENTERLINE OF SAID SECTION 23 FOR 1527.61 FEET TO THE SOUTHEASTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD; THENCE  $N39^{\circ}16'40''E$  ALONG THE SOUTHWESTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD FOR 313.10 FEET TO THE NORTHWESTERLY LINE OF SAID 20' TRAIL EASEMENT AND THE POINT OF BEGINNING. THENCE  $N50^{\circ}43'20''W$  AT RIGHT ANGLES FOR 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD.

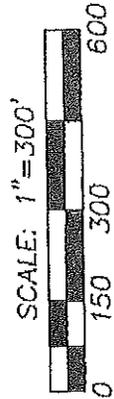
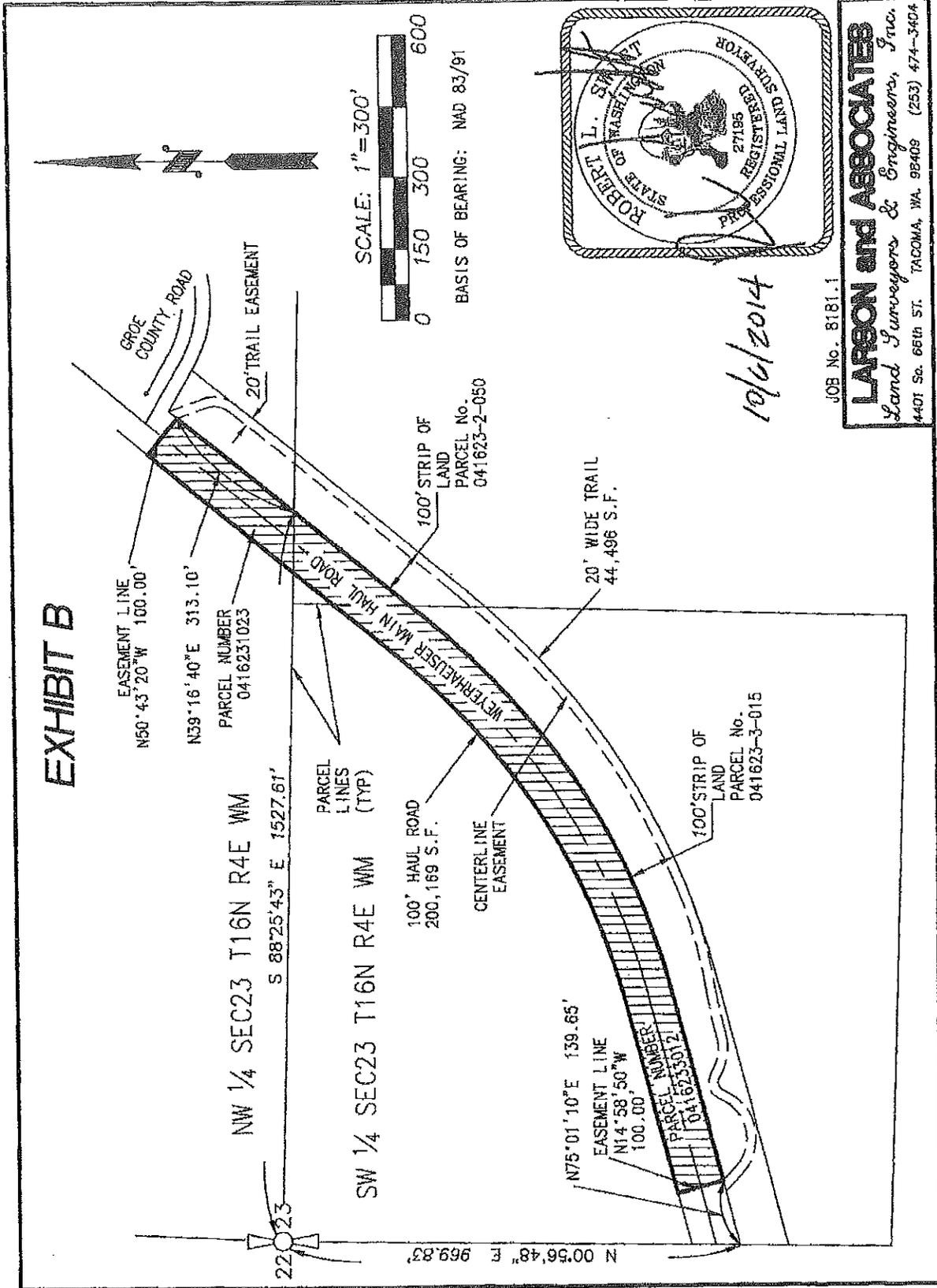
PIERCE COUNTY, WASHINGTON



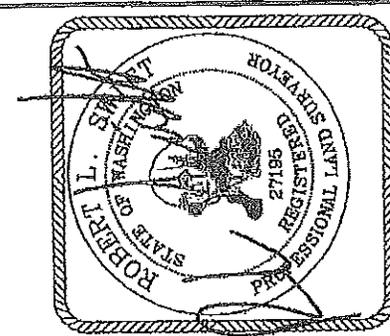
10/6/2014



# EXHIBIT B



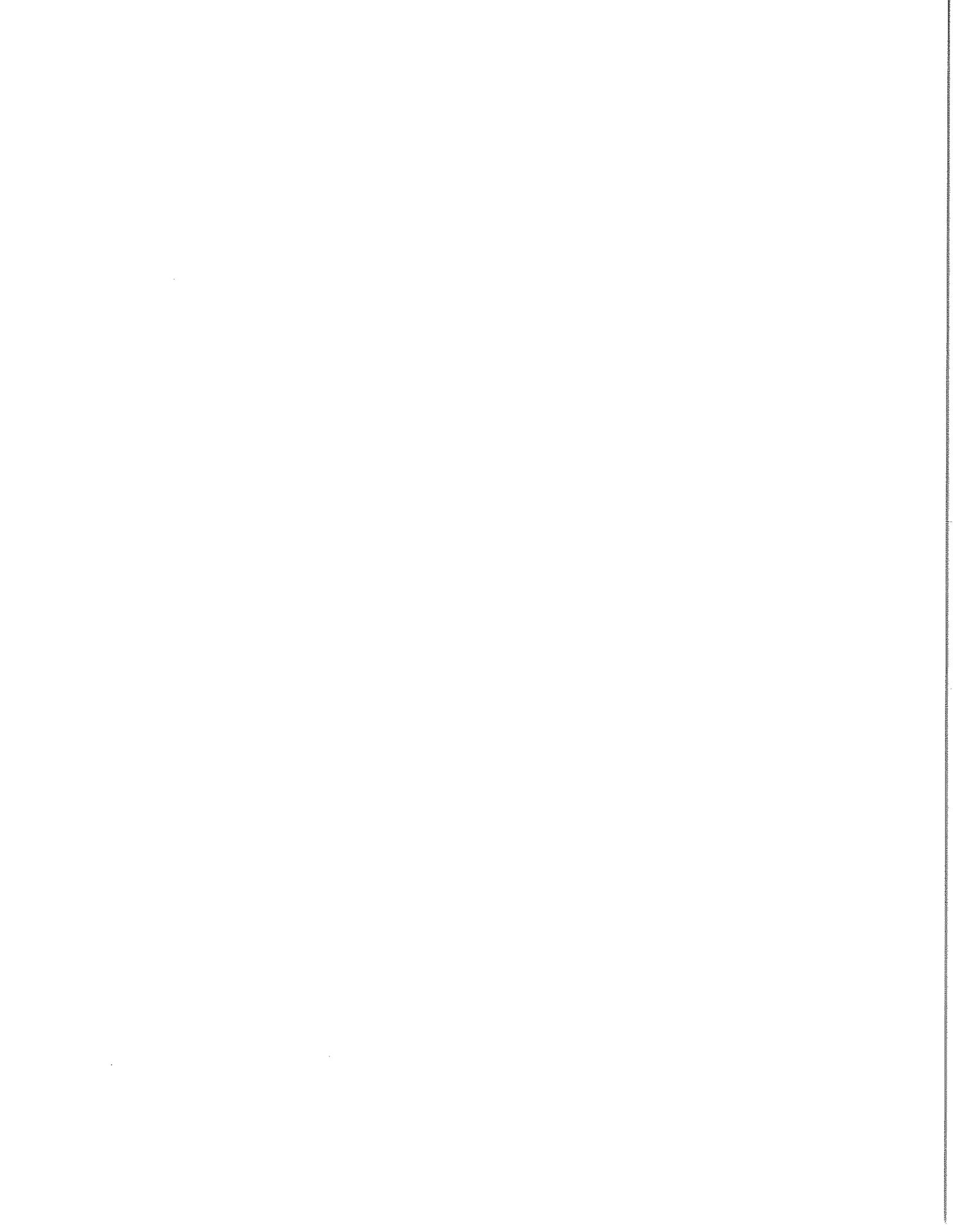
BASIS OF BEARING: NAD 83/91



10/6/2014

JOB No. 8181.1

**LARSON AND ASSOCIATES**  
 Land Surveyors & Engineers, Inc.  
 4401 So. 66th St. TACOMA, WA. 98409 (253) 474-3404



**When Recorded Return to:**  
**Robert and Cyndy Collins**  
**43919 State Route 161 East**  
**Eatonville, WA 98328**

**QUIT CLAIM DEED**

Grantor: The Town of Eatonville, a Washington Municipal Corporation  
Grantee: Robert and Cyndy Collins, husband and wife  
County Tax Parcel Nos.: Portion of 0416231023; and  
Portion of 0416233012.

THE GRANTOR, Town of Eatonville, for and in consideration of the conveyance of a public pedestrian access easement to the Town, valued at \$16,908,48, and a cash payment of \$11,115.18, conveys and quit claims to Robert and Cyndy Collins, husband and wife, all of its interests and rights to the following described real estate, situated in the County of Pierce, State of Washington, together with all after acquired title of the Grantor therein:

**LEGAL DESCRIPTION:**

THAT PART OF THE 100 FOOT WEYERHAEUSER MAIN HAUL ROAD LYING WITHIN THE WEST HALF OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M. LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M., THENCE S00°56'48" W ALONG THE WEST LINE OF SAID SECTION 23 FOR 969.83 FEET TO THE SOUTHERLY LINE OF THE WEYERHAEUSER MAIN HAUL ROAD; THENCE NORTH 75°01'10E ALONG THE SOUTH LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD FOR 139.65 FEET TO THE NORTHEASTERLY LINE OF A 20' TRAIL EASEMENT AND THE POINT OF BEGINNING. THENCE N14°58'50W AT RIGHT ANGLES FOR 100.00 FEET TO THE NORTHERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD, AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.; THENCE S88°25'43"E ALONG THE CENTERLINE OF SAID SECTION 23 FOR 1527.61 FEET TO THE SOUTHEASTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD; THENCE N39°16'40"E ALONG THE SOUTHWESTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD FOR 313.10 FEET TO THE NORTHWESTERLY LINE OF SAID 20' TRAIL EASEMENT AND THE POINT OF BEGINNING. THENCE N50°43'20"W AT RIGHT ANGLES FOR 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID WEYERHAEUSER MAIN HAUL ROAD.

QUIT CLAIM DEED

PAGE 1 OF 2

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mike Schaub  
Mayor, Town of Eatonville

**CERTIFICATION**

STATE OF WASHINGTON            }  
                                                  }  
COUNTY OF PIERCE            } SS.

I certify that I know or have satisfactory evidence that Mike Schaub, Mayor of the Town of Eatonville, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_