

RESOLUTION NO. 253

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, ACCEPTING A GIFT OF PROPERTY FROM MRS. DOREEN
GROSBECK AND AUTHORIZING PAYMENT OF REASONABLE ATTORNEY'S
FEES AND COSTS TO FACILITATE SUCH PROPERTY TRANSFER**

WHEREAS, Mrs. Doreen Grosbeck desires to gift property to the City of University Place for the benefit of the public; and

WHEREAS, the Reservation of Easement executed by Mrs. Grosbeck and the City of University Place protects and preserves the land in its natural condition; and

WHEREAS, the City of University Place, in consideration of the land to the City, agrees to pay reasonable attorney fees and costs connected with the transfer of the property to the City; and

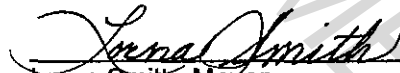
WHEREAS, it is in the best interests of the citizens of the City of University Place to accept this donation of land;

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

Section 1. Acceptance of Property Donation. The City Council accepts the gift of land from Mrs. Doreen Grosbeck, legally described in the attached Deed.

Section 2. Authorization for Payment of Reasonable Attorney's Fees and Costs. The City Council authorizes payment of reasonable attorney fees and costs connected with the transfer of property to the City.

ADOPTED BY THE CITY COUNCIL ON JANUARY 18, 2000.



Lorna Smith, Mayor

ATTEST:



Susan Matthew, City Clerk

AFTER RECORDING MAIL TO:

McFerran & Helsdon, P.S.
P.O. Box 110426
Tacoma, WA 98411-0426

QUITCLAIM DEED

GRANTOR(S):	DOREEN GROSBECK
GRANTEE(S):	CITY OF UNIVERSITY PLACE
ABBREVIATED LEGAL:	
ADDITIONAL LEGALS ON PAGE:	1
TAX PARCEL NO'S:	

M&H: 6853.000

THE GRANTOR, DOREEN GROSBECK for and in consideration of a charitable gift and other good and valuable consideration, in hand paid, convey and warrant to CITY OF UNIVERSITY PLACE, the following described real estate situated in Pierce County, State of Washington, together with all after acquired title of the Grantor therein:

INSERT LEGAL

SUBJECT TO THE RESERVATION OF EASEMENT ATTACHED HERETO.

DATED this _____ day of _____, 1999.

GRANTOR:

DOREEN GROSBECK

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

On this day personally appeared before me Doreen Grosbeck, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

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RESERVATION OF EASEMENT

WHEREAS the Grantor is an owner in fee simple of certain real estate which is adjacent to the property described herein which is to be benefited by this easement, and more particularly described as follows:

INSERT LEGAL; and

WHEREAS the Grantor hereby conveys the property described herein upon the condition that its use is restricted as set forth in this Reservation of Easement; and

WHEREAS the Grantor desires to preserve in so far as reasonably is possible, the natural beauty of the property conveyed herein, and to prevent any unsightly developments that will tend to mar or detract from such natural beauty, or to degrade the character of the property, and to that end, to exercise such reasonable controls over the land within the restricted area described hereinafter as may be necessary to accomplish such objections;

NOW, THEREFORE, for and in consideration of the premises, the Grantee does hereby grant and convey unto the Grantor, her heirs, successors and/or assigns, an estate, interest and scenic easement in said real estate conveyed herein, of the nature and character to the extent hereinafter expressed to be and to constitute a servitude upon said real estate conveyed herein, which estate, interest, easement and servitude will result from the restrictions hereby imposed upon the use of said property by the Grantee, and to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantee covenants on behalf of itself, its heirs, successors and/or assigns, with the Grantor, her heirs, successors and/or assigns, to do and refrain from doing, severally and collectively, upon the property conveyed herein, the various acts hereinafter mentioned and it being agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the property benefited by this easement as described above.

The restrictions hereby imposed upon the use of said property conveyed herein, and the acts which the Grantee does covenant to do and refrain from doing upon said property in connection therewith are as follows:

- (1) No building structures will be placed or erected upon the property;
- (2) No sign, billboard, outdoor advertising structure or advertisement of any kind shall be erected or maintained on the property except such signage as may reasonably be required to benefit public use of the property;
- (3) All new plantings by the Grantee shall be confined to native plants characteristic of the region;

- (4) No excavation or grading shall be done on the property unless in conjunction with the installation, repair or maintenance of underground utilities or as may be necessary in an emergency to cure hazardous conditions;
- (5) The natural trees and vegetation will be retained. They will not be removed except in case of hazard or disease;
- (6) Any utilities located on the property shall be installed underground. No above ground utility facilities may be installed which would materially impair the natural beauty of the subject property. Above ground lighting facilities may be installed as Grantee deems appropriate to protect the public health safety and welfare of the City and to enhance public use of the property;
- (7) Except for underground utilities, no residential, commercial, or industrial activities of any kind shall be permitted on the property;
- (8) No mining shall be conducted, and no minerals, gas and/or oil will be extracted from the property.

Nothing in this instrument shall be construed to effect the right of the Grantee to grant to the public the right to enter such property for purposes not inconsistent with this conservation easement. No person shall be allowed to operate any motorized vehicle, snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other recreational vehicles on the property conveyed herein, except as necessary for the purposes set forth above and as necessary for inspection, maintenance, fire protection or other emergency needs.

This Easement shall touch and concern and shall run with the land.

Dated this _____ day of _____, 2000.

By: Robert W. Jean, City Manager
City of University Place

Doreen Grosbeck