

1

**CITY OF PASCO  
INFORMATIONAL COVER SHEET FOR  
DOCUMENTS REQUIRING CITY MANAGER SIGNATURE**

Project Name: Argent Road Improvement, Phase 1

Date: 3/2/2020

Vendor Name: Port of Pasco

Contract Number: N/A

G/L Account #: 367.90.650-56.6540

Amount seeking approval for: \$ +1,500,000 (DONATION FROM THE PORT)

**CONTRACT OVER 100,000** ☒

**DIVISION:**

☐ Administration ☒ Engineering ☐ Operations ☐ Sewer ☐ Water ☐ Irrigation ☐ Treatment Plants ☐ Reuse ☐ Other

**AGREEMENT TOPIC & BACKGROUND:** Port of Pasco Interlocal Agreement, Temporary Construction Easement, Quit Claim Deed, and Real Estate Excise Tax Affidavit for Signature and Notarizing

This Interlocal Agreement is for the purpose of designing and constructing the Argent Road Project, No. 12001. The Port of Pasco (Port) is an important stakeholder to this project and has committed to help fund the Project with \$1,500,000. In addition, the Port has also agreed to donate right-of-way with a fair market value of \$203,534. The terms of the reimbursement shall be based on annual payments over a 10-year period and a 4% interest rate. Each annual payment shall be made to the City prior to December 31 of each year, beginning in 2020.

The Quit Claim Deed grants the City of Pasco (City) approximately 0.466 acres of right-of-way from subject parcels—117-010-010 and 119-180-011. Additionally, the Temporary Construction Easement (TCE) grants approximately 0.346 acres of temporary access to the City until completion of the Project from subject parcel—117-010-010.

These documents are critical for this project and are recommended by staff for City Manager approval.

**CONTRACT SELECTION PROCESS:**

☐ Consultant Roster ☐ RFQ ☐ Formal Bid ☐ Small Works Roster ☐ Negotiated ☒ N/A or Other \_\_\_\_\_

**BUDGET/FINANCIAL IMPACTS:**

Revenues: (PHASE 1)	
Port of Pasco Donation	\$ 1,500,000
CBC Donation	\$ 1,250,000
Total Funds Available	\$ 2,750,000

Expenditures: (PHASE 1)	
Preliminary Engineering (PE)	\$ 272,800
Right-of-Way (RW)	\$ 6,000
Construction (CN)	\$ 1,470,700
Total Est. Expenditures	\$ ≈1,750,000

**CONTRACT EXPIRATION DATE:** N/A

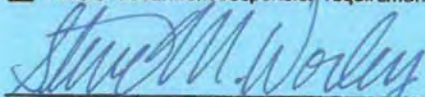
☐ Council action needed for future renewal

**INSURANCE EXPIRATION DATE:** N/A

 3/5/2020  
**Project Manager** Date

☐ Federal debarment/suspension requirements met ☒ N/A

 3/6/2020  
**CIP Manager** Date

 3/6/20  
**Public Works Director** Date

☐ Contract language ☐ Insurance coverage reviewed  
☐ Performance & payment bond approval

 4.30.2020  
**Finance Director** Date

☐ Funding source approval

**ATTACHMENTS:**

- 1 Copy of Right-of-Way Plans for Reference,
- 1 Copy of Interlocal Agreement for Signature/Notarizing,
- 1 Copy of Quit Claim Deed for Recording,
- 1 Copy of Temporary Construction Easement for Signature/Notarizing and Recording,
- 1 Copy of Real Estate Excise Tax Affidavit for Signature,

**DOCUMENT DISTRIBUTION AFTER SIGNED:**

- Original to Project Manager



**INTERLOCAL AGREEMENT WITH THE PORT OF PASCO FOR THE ARGENT  
ROAD PROJECT, PHASE 1, NO. 12001**

**THIS INTERLOCAL AGREEMENT** is entered 21 day of February 2020, by and between Port of Pasco, Washington, a Washington Municipal Corporation, (hereinafter referred to as "Port"), and the City of Pasco, Washington, a Washington Municipal Corporation (hereinafter referred to as "City"), and are sometimes referred to collectively as the "Parties," for the purpose of designing and constructing the Argent Road Project, No. 12001.

**WHEREAS**, the City of Pasco (City) together with The Port of Pasco (Port) and Columbia Basin Community College (CBC), also known as stakeholders, have collaborated to undertake improvements to Argent Road, from 20<sup>th</sup> Avenue up to and including the intersection at Road 36 ("the Project"); and

**WHEREAS**, the Port and CBC have previously committed to help fund the Project in the amounts of \$1,500,000 and \$1,250,000 respectfully; and

**WHEREAS**, the City and Port recognize that the Port has also donated right-of-way to the Project for the benefit of the Airport with a fair market value of \$203,534 (2.67 Acres at \$76,230/Acre), which donation is in addition to the committed funds of \$1,500,000; and

**WHEREAS**, the City and Port recognize that the money committed of \$1,500,000 is directly attributed as a credit to the Traffic Impact Fees (TIF) associated with the Port's "Tri-Cities Airport Business Center" development shown in Exhibit A and also recognize that in the case that the TIFs for above-mentioned Project do not reach an amount of \$1,500,000 that the City shall not be required to make any reimbursement to the Port; and

**WHEREAS**, the City, as part of their agreed financial commitment associated with this Project is responsible for the Design, Construction and Project Management of this Project; and

**WHEREAS**, the stakeholders agreed that to get Phase 1 completed, all or a portion of the committed funds from the Port and CBC would be utilized to fund this portion of the Project, with any remainder of committed funds to be used for subsequent phases of the Project; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative efforts between agencies in the providing of such services and financing considerations; and

**WHEREAS**, the Parties, desire by this agreement, to jointly participate in the costs associated with the Project that provides benefits to the stakeholders and the regional transportation system.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PORT OBLIGATIONS.** The Port shall:

- A. Reimburse the City by making payments as described below, for a total amount of \$1,500,000 plus interest for Project costs including but not limited to the expenses relating to engineering, design, construction, administration, management, legal, labor, permits, reviews, and/or approvals from all applicable jurisdictions, and any other Project related costs. The amount of \$1,500,000 paid by Port satisfies all of Port's financial obligations associated with all phases of the Project, including but not limited to Phases 1 and 2 unless it is mutually agreed by all parties to add additional funding in the future.
- B. The terms of reimbursement shall be based on annual payments to be made from the Port to the City over a 10-year period and a 4% interest rate. Each annual payment shall be made to the City prior to December 31 of each year, beginning in 2020.
- C. Transfer ownership by dedication of necessary right-of-way from the Port to the City prior to the award date in a manner that is consistent with the policies of the City.

2. **CITY OBLIGATIONS.** City shall:

- A. Be responsible for the design, Project management, administration, and construction management of the Project.
- B. Provide inspection services during the course of construction consistent with the level of effort utilized on other capital and development projects within the City, or as may be required to ensure the required quality of the completed work.
- C. Provide Port's construction representative with a copy of any and all printed and electronic construction documents related to each phase of the Project and invite said representative to all construction and pre-construction meetings.
- D. Upon satisfactory completion of each phase of the improvements described above, work to provide Port with a breakdown of all costs associated with the Project as well as a complete set of physical and electronic as-built drawings at the conclusion of each phase.
- E. Pay for and complete all portions of the Project not covered by the committed funds of the Port and CBC, unless it is mutually agreed by all parties to add additional funding in the future.
- F. Grant the Port credit of up to \$1,500,000 in TIFs attributable to the "Tri-Cities Airport Business Center" Project. The City shall not be obligated to refund or pay to the Port any portion of the \$1,500,000 credit that is not utilized for the "Tri-Cities Airport Business Center" Project, should the total required TIF's attributable to that Project not reach \$1,500,000.

3. **TERM.** This Agreement shall be effective commencing on the day 21<sup>st</sup> of FEB. 2020, and all improvements, conveyances and obligations of the parties for Phase 1 of the Project shall be complete on or before 18 months immediately following the commencement date of this Agreement. The Agreement shall terminate upon the satisfaction of the Port's obligations identified in Section 1 of this Agreement, or with the completion of the Project, whichever is later, except that the TIF credit to the Port for improvements related to the "Tri-Cities Airport Business Center" shall not expire until all the credit has been utilized or is no longer needed.
4. **AUTHORITY TO APPROVE AGREEMENT.** The parties represent and warrant that all steps necessary for the approval of this Agreement have been completed by:
- A. The Port of Pasco: Resolution approved by the Port of Pasco Commission
  - B. The City of Pasco: Resolution approved by the City of Pasco Council

The officers signing below are authorized to do so and that the execution of this Interlocal Agreement with the Port of Pasco to execute payment for the Argent Road Project – Phase 1, No. 12001 is valid and binding for all purposes.

5. **DISPUTE RESOLUTION.** In the event of a dispute between the parties regarding the interpretation, breach or enforcement of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute by themselves or with the assistance of a mediator. The remaining dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, the Mandatory Rules of Arbitration (MAR), with all parties waiving the right of a jury trial upon de novo review, with the substantially prevailing party being awarded its reasonable attorney fees and costs against the other.
6. **INDEMNITY.** Each Party hereto shall assume the risk of, be liable for, and pay for damage, loss, cost and expense arising out of the performance of this Agreement, caused by its negligence and/or willful misconduct and the negligence and willful misconduct of its employees acting within the scope of employment. Each Party hereto shall hold harmless from and indemnify the other Party against all claims, losses, suits, action, cost, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of business, and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with any negligent act, error or omission of said Party, its, employees, agents, contractors or subcontractors. A Party's obligation shall include but not be limited to investigation, adjusting, and defending all claims alleging loss from negligent action, error or omission or breach of any common law, statutory or other delegated duty.

7. **GENERAL PROVISIONS.**

- A. This Interlocal Agreement constitutes the entire agreement between the parties, and no prior oral or written agreement shall be valid, and any modifications of this Agreement must be in writing signed by all parties.
- B. This Interlocal Agreement shall be binding on the parties, and their heirs, successors and assigns.
- C. For the purpose of this Agreement, time is of the essence.
- D. All recitals contained within this Agreement shall be binding provisions of this Agreement.

8. **MUTUAL COOPERATION AND FURTHER AGREEMENTS.** The parties agree to cooperate in good faith, with regard to each and every aspect required for the completion of the construction of this Project which is the object of this Agreement, and the transfer of property, and to further sign all documents, deeds and permits reasonably necessary to accomplish the purposes of this Agreement.

9. **INTERLOCAL COOPERATION ACT PROVISIONS.** All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by the City, shall remain the sole property of the City. All personnel utilized by the City in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the City and shall not be construed as "loan servants" or employees of the Port. The City Manager of the City of Pasco, Washington, shall be designated as the Administrator of this Interlocal Agreement.

No independent special budget or funds are anticipated other than those identified in this Agreement, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal or administrative entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

A copy of this Agreement shall be filed with the Franklin County Auditor's office or posted on the City or Port's website as required by RCW 39.34.040.



CITY OF PASCO, WASHINGTON

By: Dave Zabell  
Dave Zabell, City Manager

Attest:

Debby Barham  
Debby Barham, City Clerk

Approved as to Form:

Kerr Ferguson Law, PLLC  
Kerr Ferguson Law, PLLC, City Attorney

STATE OF WASHINGTON )  
: ss.  
County of Franklin )

On this day personally appeared before me Dave Zabell, City Manager of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7<sup>th</sup> day of May, 2020.

Janelle Salazar Romero  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Richland  
My Commission Expires: 01-06-2022



STATE OF WASHINGTON )  
: ss.  
County of Franklin )

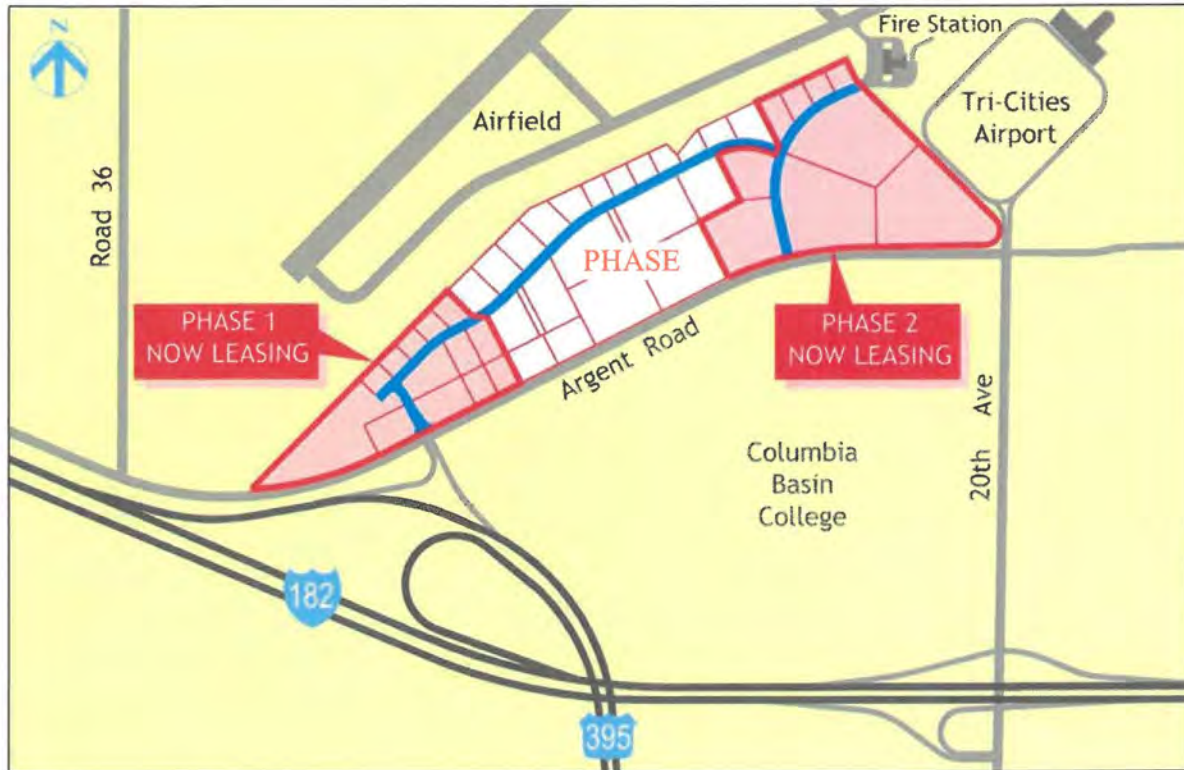
On this day personally appeared before me Randy Hayden, Esq., Port of Pasco, Washington, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of February, 2020.

Vicky Keller  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Franklin Co  
My Commission Expires: Nov. 11, 2021



## Exhibit A - Tri-Cities Airport Business Center



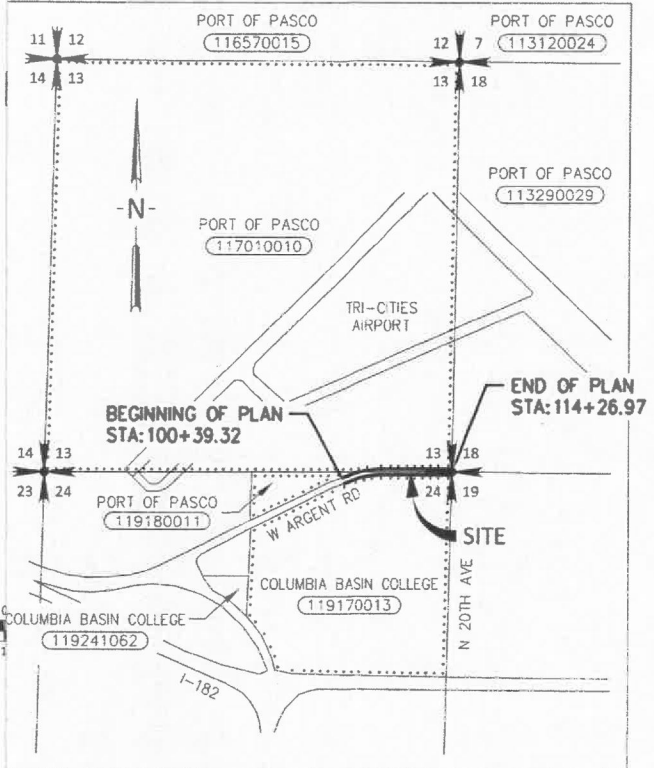
# LOCATED TOW

## LEGEND

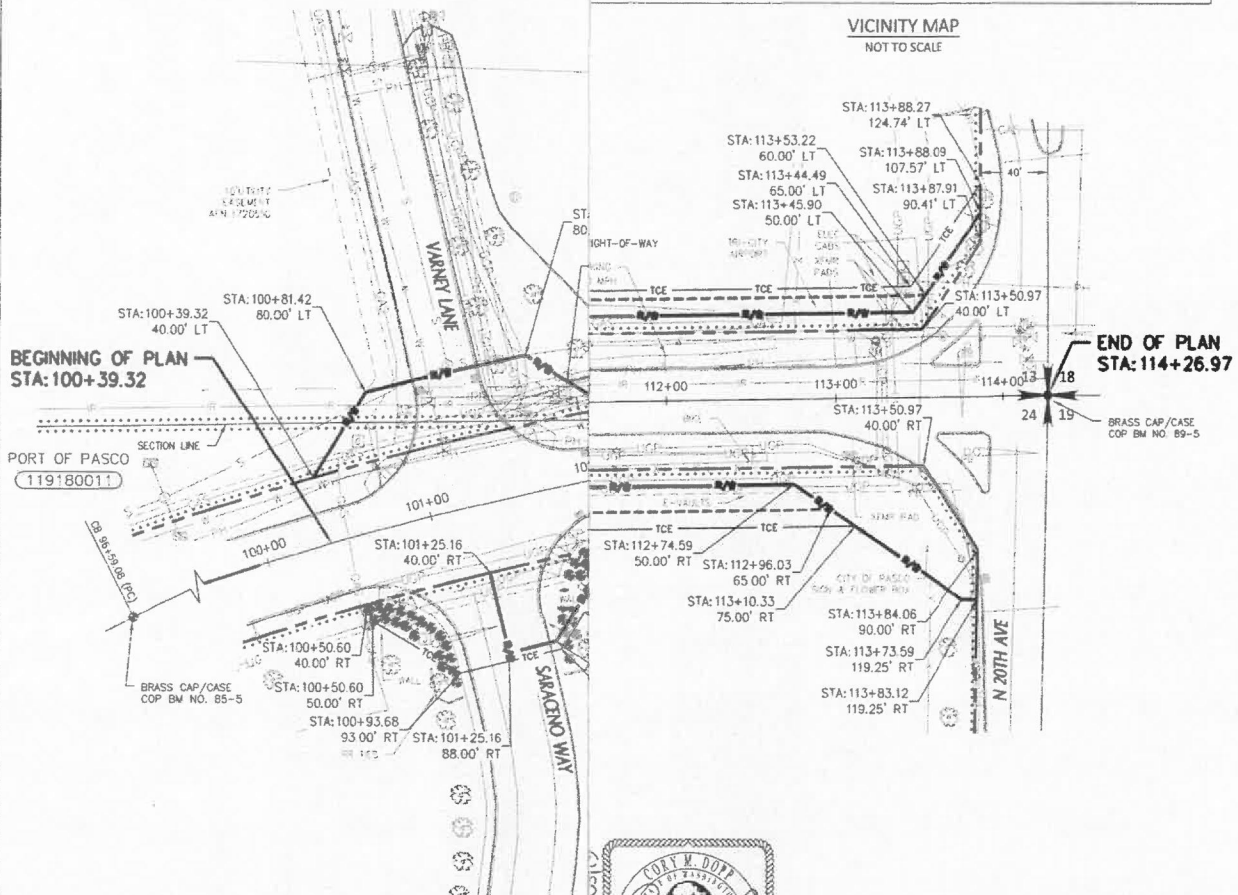
- SURVEY MONUMENT
- SURVEY CONTROL POINT
- ⊗ STORM DRAIN MANHOLE
- ⊕ CATCH BASIN
- ⊗ FIRE HYDRANT
- ⊗ WATER VALVE
- ⊗ WATER METER
- ⊗ SANITARY SEWER MANHOLE
- ⊗ SANITARY SEWER CLEAN OUT
- ⊗ SANITARY SEWER SERVICE
- ⊗ UTILITY JUNCTION BOX
- ⊗ PULLBOX
- CONDUIT
- LIGHTPOLE
- ⊗ IRRIGATION CONTROL OR VALVE BOX
- ⊗ SINGLE POLE SIGN
- ⊗ SHRUB
- ⊗ TREE
- ⊗ BOLLARD
- ⊗ TELEPHONE MANHOLE
- ⊗ WATER MANHOLE
- ⊗ TELEVISION RISER
- ⊗ POWER METER/SWITCH
- ⊗ MAILBOX
- ⊗ PEDESTRIAN SIGNAL POLE
- ⊗ TRAFFIC SIGNAL POLE
- FENCE
- UGP
- FO
- GAS
- PH
- W
- S
- IRR
- TCE
- PROPOSED UTILITY EASEMENT
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPERTY LINES

XXXXXXXXXX PROPERTY OWNERSHIP NUMBERS

50



VICINITY MAP  
NOT TO SCALE



PARCEL NO.	NAME	TOTAL AREA	R/W
117010010	PORT OF PASCO	631.240	0.426
119180011	PORT OF PASCO	7.930	0.040
119170013	COLUMBIA BASIN COLLEGE	72.180	0.403

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.

## OWNERS

### REVISIONS

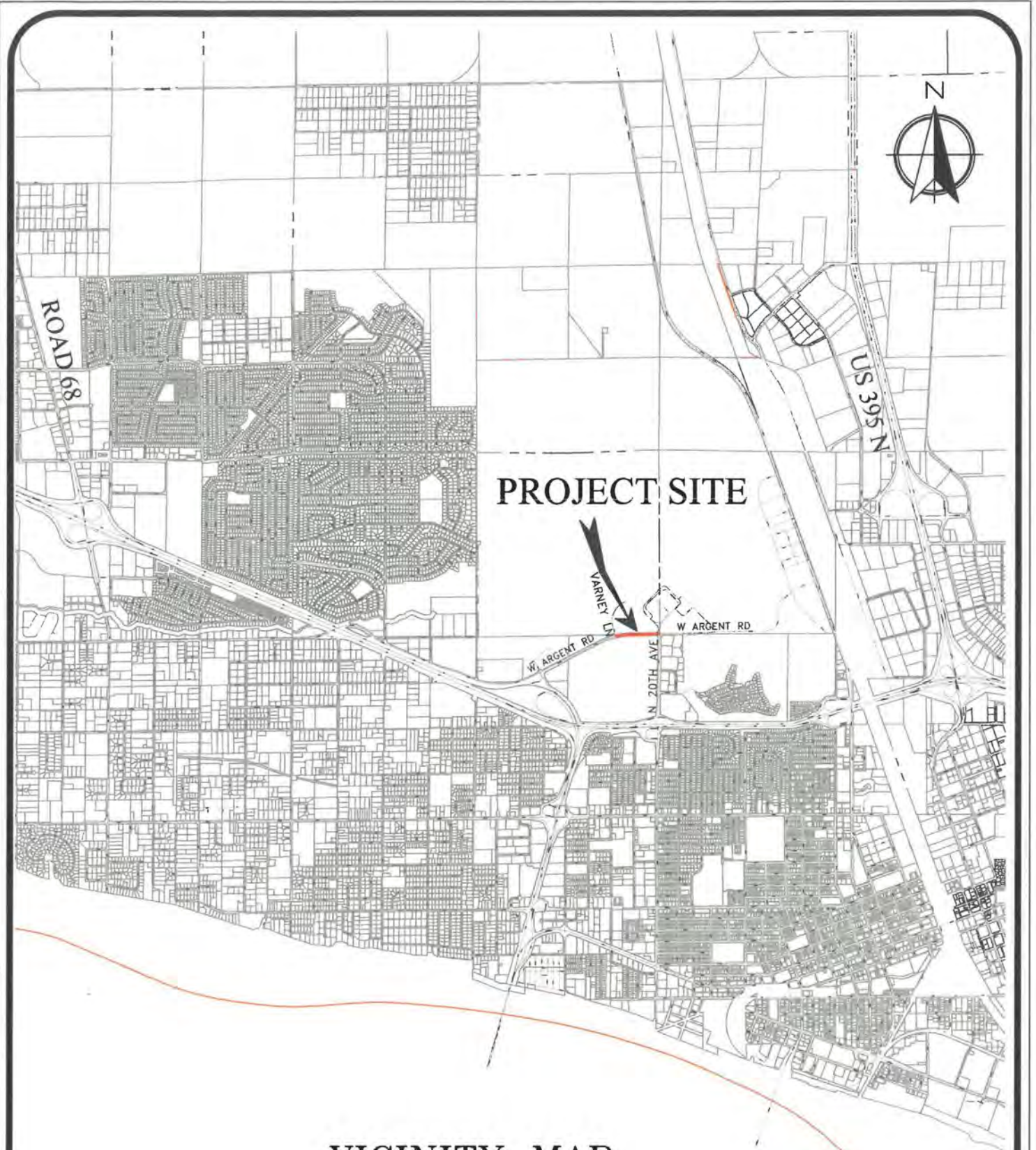


to  
1325 SE TECH CENTER DRIVE, SUITE 140  
VANCOUVER, WA 98683  
VANCOUVER: (360) 695-3411  
PORTLAND: (503) 289-6726  
FAX (360) 695-0833

DATE: MARCH 13, 2019  
SCALE: 1" = 50'  
DRAWN BY: A.J.S.  
DATE PLOTTED: 4/3/19  
FILE: ARGENT ROAD ROW EXHIBIT.DWG

JOB NUMBER  
15620  
SHEET  
1 of 1





VICINITY MAP

SCALE: NONE

**ARGENT ROAD PHASE I**



When recorded return to:

Dan Hultgrenn  
P. O. Box 2368  
Pasco, WA 99302

Brief legal: Ptns of Section 13 and Section 24, Township 9 North, Range 29 EWM, Franklin County, Washington.  
Additional Legal on pages 1, 2 and 3  
Assessor's Parcel No.: Ptns of 117-010-010 and 119-180-011

## **QUIT CLAIM DEED**

The PORT OF PASCO, a Washington municipal corporation (the "Grantor"), pursuant to RCW 39.53 and RCW 35A.79.0140, dedicates, conveys and quit claims to the CITY OF PASCO, a Washington municipality (the "Grantee"), the following described real estate as a dedicated right of way, situated in the County of Franklin, State of Washington, together with all after acquired title of the Grantor, but reserving to Grantor rights relating to the avigation easement relating to the property hereinafter described.

REAL PROPERTY SITUATED IN THE CITY OF PASCO, FRANKLIN COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 29 EAST, OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE CB LINE AS SHOWN ON SURVEY OF WEST ARGENT ROAD FOR THE CITY OF PASCO, PER RECORD OF SURVEY RECORDED IN VOLUME 2 OF SURVEYS, PAGE 189, RECORDS OF SAID COUNTY AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS "HES") CB 100+39.32;

THENCE NORTH  $16^{\circ}09'43''$  WEST 40.00 FEET TO A POINT 40.00 FEET LEFT OF "HES" STATION CB 100+39.32;

THENCE NORTH  $31^{\circ}45'05''$  EAST 58.99 FEET TO A POINT 80.00 FEET LEFT OF "HES" STATION CB 100+81.42, SAID POINT BEING ON THE ARC OF A 2,080.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $02^{\circ}37'02''$ , AN ARC DISTANCE OF 95.01 FEET, (HAVING A CHORD BEARING OF NORTH  $76^{\circ}21'10''$  EAST, A DISTANCE OF 95.00 FEET) TO A POINT 80.00 FEET LEFT OF "HES" STATION CB 101+72.78;

THENCE SOUTH  $58^{\circ}14'55''$  EAST 43.46 FEET TO A POINT 50.00 FEET LEFT OF "HES" STATION CB 102+03.23, SAID POINT BEING ON THE ARC OF A 2,050.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $10^{\circ}35'56''$ , AN ARC DISTANCE OF 379.22 FEET, (HAVING A CHORD BEARING OF NORTH  $83^{\circ}49'59''$  EAST, A DISTANCE OF 378.68 FEET) TO A POINT 50.00 FEET LEFT OF "HES" STATION CB 105+73.20;

THENCE NORTH  $89^{\circ}07'57''$  EAST 235.24 FEET TO A POINT 50.00 FEET LEFT OF "HES" STATION CB 108+08.44;

THENCE NORTH  $44^{\circ}07'54''$  EAST 42.43 FEET TO A POINT 80.00 FEET LEFT OF "HES" STATION CB 108+38.43;

THENCE NORTH  $89^{\circ}07'57''$  EAST 60.00 FEET TO A POINT 80.00 FEET LEFT OF "HES" STATION CB 108+98.43;

THENCE SOUTH  $45^{\circ}52'06''$  EAST 42.43 TO A POINT 50.00 FEET LEFT OF "HES" STATION CB 109+28.44;

THENCE NORTH  $89^{\circ}07'57''$  EAST 417.46 FEET TO A POINT 50.00 FEET LEFT OF "HES" STATION CB 113+45.90;



QUIT CLAIM DEED - 3

When recorded return to:

Dan Hultgrenn  
P. O. Box 2368  
Pasco, WA 99302

Brief legal: Ptn of Section 13 Township 9 North, Range 29 EWM, Franklin County, Washington.  
Addiitonal Legal on pages 1 and 2  
Assessor's Parcel No.: Ptn 117-010-010

### **TEMPORARY CONSTRUCTION EASEMENT**

This Temporary Construction Easement between the PORT OF PASCO, a Washington municipal corporation, hereinafter called "Grantor", and the CITY OF PASCO, a Washington municipality, hereinafter called "Grantee", is made this 1st day of March, 2020.

### **RECITALS**

A. Grantor owns of record certain real property located in Franklin County, Washington, and legally described as:

REAL PROPERTY SITUATED IN THE CITY OF PASCO, FRANKLIN COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 29 EAST, OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE CB LINE AS SHOWN ON SURVEY OF WEST ARGENT ROAD FOR THE CITY OF PASCO, PER RECORD OF SURVEY RECORDED IN VOLUME 2 OF SURVEYS, PAGE 189, RECORDS OF SAID COUNTY AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT 60.00 FEET LEFT OF HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS "HES") CB 101+92.92, SAID POINT BEING ON AN ARC OF A 2,060.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°02'25", AN ARC DISTANCE OF 289.08 FEET, (HAVING A CHORD BEARING OF NORTH 82°15'31" EAST, A DISTANCE OF 288.84 FEET) TO A POINT 60.00 FEET LEFT OF "HES" STATION CB 104+73.58;

THENCE NORTH 03°43'16" WEST 5.00 FEET TO A POINT 65.00 FEET LEFT OF "HES" STATION CB 104+73.58, SAID POINT BEING ON AN ARC OF A 2,065.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°51'13", AN ARC DISTANCE OF 102.85 FEET, (HAVING A CHORD BEARING OF NORTH 87°42'21" EAST, A DISTANCE OF 102.84 FEET) TO A POINT 65.00 FEET LEFT OF "HES" STATION CB 105+73.20;

THENCE NORTH 89°07'57" EAST 771.29 FEET TO A POINT 65.00 FEET LEFT OF "HES" STATION CB 113+44.49;

THENCE NORTH 35°21'59" EAST 74.06 FEET TO A POINT 124.74 FEET LEFT OF "HES" STATION CB 113+88.27, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 20TH AVENUE AND THE **TERMINUS** OF SAID LINE.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY.

CONTAINS APPROXIMATELY 0.346 ACRES.

("Grantor's Property").

B. Grantee is constructing road improvements pursuant to that certain Interlocal Agreement with the Port of Pasco for the Argent Road Project dated the 1 day of March, 2020 between the parties hereto (the "Interlocal Agreement").

C. Grantee intends to widen Argent Street utilizing property acquired from the Grantor as provided in the Interlocal Agreement (the "Project"), and in order to do so requires temporary access to Grantor's Property.

IN CONSIDERATION of the premises and the mutual covenants and agreements herein set forth, it is agreed by and between the parties as follows:

1. **Temporary Construction Easement.** Grantor grants a Temporary Construction Easement to Grantee, its agents, employees and contractors, to enter



upon Grantor's Property for accommodation of construction equipment and materials necessary for the completion of the Project as hereinabove defined.

2. **Hold Harmless.** Grantee agrees to fully indemnify and hold Grantor, it's successors and assigns, harmless from and against any and all injury and damage claims, demands, obligations, judgments, award, expenses, and liabilities of any and every kind, including without limitation attorney's fees and all litigation costs and expenses, which may be made or rise against or be incurred by Grantor from, due to, or related to Grantee's conduct or activities on or about Grantor's Property, and/or conduct or activities of Grantee's employees, agents, invitees, contractors, and any other persons who may come upon or be at or near Grantor's Property on behalf of Grantee or because Grantee is using this easement.

3. **Term.** This Temporary Construction Easement shall terminate upon completion of the Project.

4. **Attorneys' Fees.** Should it be necessary for either party to enforce their rights under this agreement, then in the event of litigation, the prevailing party shall be entitled to recover and collect all costs and reasonable attorney's fees as determined by the court resolving the litigation.

5. **Successors and Assigns.** Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

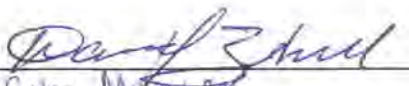
**GRANTOR:**

**Port of Pasco**

By:   
Its: EXEC ~~DIR~~ DIR.

**GRANTEE:**

**City of Pasco**

By:   
Its: City Manager

STATE OF WASHINGTON)

) ss.

County of Franklin )

On this 28<sup>th</sup> day of February, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RANDY HAYDEN to me known to be the Executive Director of the PORT OF PASCO, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 28<sup>th</sup> day of February, 2020.



Vicky Keller  
Printed Name: Vicky Keller  
Notary Public in and for the State of  
Washington, residing at Franklin  
My commission expires: Nov. 1, 2021

STATE OF WASHINGTON)

) ss.

County of Franklin )

On this 7<sup>th</sup> day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Zabel to me known to be the city manager of the CITY OF PASCO, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 7<sup>th</sup> day of May, 2020.



Janette Salazar Romero  
Printed Name: Janette Salazar Romero  
Notary Public in and for the State of  
Washington, residing at Richland  
My commission expires: 01-06-2022



**REAL ESTATE EXCISE TAX AFFIDAVIT**  
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

*(Only for sales to a single location only on or after January 1, 2020.)*

- ☐ Check box if the sale occurred  
in more than one location code.

PLEASE TYPE OR PRINT

SELLER GRANTOR	1 Name <u>PORT OF PASCO</u>	BUYER GRANTEE	2 Name <u>CITY OF PASCO</u>
	Mailing Address <u>PO BOX 769</u>		Mailing Address <u>PO BOX 293</u>
	City/State/Zip <u>PASCO WA 99301</u>		City/State/Zip <u>PASCO WA 99301</u>
	Phone No. (including area code)		Phone No. (including area code)
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name		List assessed value(s)	
Mailing Address		Ptn. 117-010-010 <input type="checkbox"/>	
City/State/Zip		Ptn. 119-180-011 <input type="checkbox"/>	
Phone No. (including area code)		<input type="checkbox"/>	
		<input type="checkbox"/>	

4 Street address of property: \_\_\_\_\_  
This property is located in Pasco

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

**SEE ATTACHED LEGAL DESCRIPTION**

5 Select Land Use Code(s):  
67 - Governmental services  
enter any additional codes: 91 - undeveloped land  
(See back of last page for instructions) YES NO

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)? ☒ YES ☐ NO

Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215 ☐ YES ☒ NO

6 YES NO

Is this property designated as forest land per chapter 84.33 RCW? ☐ YES ☒ NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW? ☐ YES ☒ NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ YES ☒ NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.180 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205(1)

Reason for exemption

TRANSFER FROM A GOVERNMENT ENTITY

Type of Document QUIT CLAIM DEED

Date of Document \_\_\_\_\_

Gross Selling Price \$	
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	0.00
Excise Tax: State	
Less than \$500,000.01 at 1.1%	0.00
From \$500,000.01 to \$1,500,000 at 1.28%	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75%	0.00
Above \$3,000,000 at 3.0%	0.00
Agricultural and timberland at 1.28%	0.00
Total Excise Tax: State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX

\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Randy Hayden</u>	Signature of Grantee or Grantee's Agent <u>STEVE M. WOOLLEY</u>
Name (print) <u>Randy Hayden</u>	Name (print) <u>STEVE M. WOOLLEY</u>
Date & city of signing <u>2/28/20</u>	Date & city of signing <u>5/7/2020, PASCO</u>

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1)).