

	Excise Tax Exempt	202303090162
	Pierce County, WA	Electronically Recorded
	03/09/2023 11:47 AM	Pierce County, WA CPENNYP
After recording return to:	Electronically Submitted	03/09/2023 11:47 AM
	CPENNYP	Pages: 9 Fee: \$211.50
City Clerk		
City of Puyallup		
333 South Meridian		
Puyallup, WA 98371		

Document Title: Utility Easement Agreement
Grantor: Central Puget Sound Regional Transit Authority
Grantee: City of Puyallup
Abbreviated Legal Description: A portion of LOT 1, BLOCK 2 Volume 1 of Plats, Page 130
Legal Description: See the attached Exhibit B
Assessor's Property Tax Parcel or Account Number: 5870000100
Reference Numbers of Documents Assigned or Released: N/A

CHICAGO TITLE INSURANCE COMPANY
has placed the document of record as a
customer courtesy and accepts no liability
for the accuracy or validity of the document.

Utility Easement Agreement

This Utility Easement Agreement (this "Agreement") is entered into on the date of the last signature below by and between the City of Puyallup, a Washington municipal corporation, along with its successors, agents, designees or assigns ("Grantee") and Central Puget Sound Regional Transit Authority, a Washington regional transit authority, along with its successors, agents, designees or assigns ("Grantor").

Recitals

A. Grantor is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington. Grantor owns certain real property more particularly described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Property").

B. Grantee is a municipal corporation of the State of Washington. Grantee requires an easement on the Property for the purpose of installing and maintaining utility facilities, in the area described in Exhibit B and depicted in Exhibit C, both of which are attached hereto and incorporated herein by reference (the "Easement Area").

Easement

Now, therefore, Grantor, in consideration of the mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby

conveys to the Grantee a permanent, non-exclusive easement (the "Easement") in the Easement Area, subject to the terms of this Agreement.

Agreement

1. Purpose. Grantee shall have the right to use the Easement Area for the purpose of locating, designing, constructing, installing, inspecting, surveying, protecting, policing, maintaining, repairing, modifying, or otherwise changing utilities, which include, but are not limited to, water, sewer, storm water, cable, telephone, electricity, gas, petroleum, fiber optics, or communications and any related facilities, appurtenances or elements. Grantee is further entitled to use the Easement Area for ingress and egress above, through, along and under the Easement Area and to engage in any other activity that is reasonably related to utilities.

2. Grantee's Use of Easement Area. Grantee's use of the Easement Area shall be subject to the following terms and conditions:

a. Prior to any excavation, construction, work or activity that would require digging more than twenty-four (24) inches below the surface of the Easement Area, Grantee shall provide notice to Grantor. After completion of any construction or reconstruction of Grantee's facilities in the Easement Area other than meters, Grantor may request and receive a copy of as-built plans, at no cost to the Grantor, showing the location of Grantee's facilities and related permanent structures anything that was modified on the Property, including utilities and service connections and any other physical features.

b. In no event may Grantee store flammable, explosive, or hazardous materials within the Easement Area.

c. Grantee will not permit any other party, except Grantee's duly authorized representatives, employees, agents and independent contractors (collectively "Representatives") to enter or use the Easement Area for any purpose. However, nothing herein shall prohibit Grantee from allowing other utility providers to utilize the easement area as long as such use does not interfere with existing facilities and structures. Grantee will be responsible for its Representatives' compliance with the terms of this Agreement.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Property and the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee so long as such use or use rights do not unreasonably interfere with the easement rights being conveyed herein. Grantor covenants to refrain from placing, locating, constructing, installing or maintaining landscaping, vegetation, buildings, structures, including, but not limited to fences, decks, sheds, patios, or other impediments, objects or tangible things in, on, under or above the surface of Easement Area unless the objects or things do not unreasonably interfere with Grantee's rights hereunder, and Grantor first obtains Grantee's consent, which shall not be unreasonably withheld. This covenant is an equitable covenant that touches and concerns Grantor's Property and shall run with the land.

4. Restoration. In the event Grantee disturbs or damages the Easement Area or any other

part of the Property, Grantee shall at its sole cost repair or restore the disturbed or damaged area to a condition as good as or better than that which existed before Grantee's use of the Easement Area.

5. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) (collectively, "Claims") arising out of or resulting from the use of the Property and/or the Easement Area by Grantee and/or its successors, assigns, agents, contractors, subcontractors, and employees (the "Indemnifying Parties") for the purposes described herein, or otherwise arising from or resulting from Grantee's exercise of its rights hereunder; provided, however, that an Indemnified Party shall not be indemnified to the extent that any such Claims are suffered or incurred by such Indemnified Party as a result of the sole negligence or willful misconduct of such Indemnified Party, and the foregoing defense, indemnity and hold harmless obligation shall not extend to and in no event shall the Indemnifying Parties be liable with respect to any pre-existing hazardous substances in, on or under the Property. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), each party specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Successors. This instrument shall bind the parties' successors and assigns, and whoever has possession of the Easement Area, or uses the Easement Area, in whole or in part, without regard to whether the possessor or user has title, or has succeeded to the same estate or interest that Grantee has or had.

7. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Washington.

8. Venue. The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

<signature page to follow>

In witness whereof, the parties have executed this Easement as of the date set forth below.

GRANTOR:

Central Puget Sound Regional Transit Authority

By: Michelle Reuss

Print Name: Michelle Reuss

Title: Acting Dep. Exec Director

Date: 3/2/23

Approved as to Form:

By: Paul Moomaw Digitally signed by Paul Moomaw
Date: 2023.02.27 14:51:28 -08'00'

Print Name: _____

Title: _____

Date: _____

GRANTEE:

City of Puyallup

By: Hans Hunger

Print Name: Hans Hunger

Title: City Engineer

Date: 3-7-23

Approved as to Form:

By: Shawn Arthur

Print Name: Shawn Arthur

Title: Deputy City Attorney

Date: 3-7-23

(ACKNOWLEDGMENT FOR GRANTOR)

STATE OF WASHINGTON)

) ss.

County of King)

On this 2nd day of March, 2023, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michelle Reuss to me known to be the Acting Dep Exec Director of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



Zack Parkins
Zack Parkins Notary Public in
and for the State of Washington, residing at Seattle, WA.

My appointment expires 04/22/2026.

(ACKNOWLEDGMENT FOR GRANTEE)

STATE OF WASHINGTON)

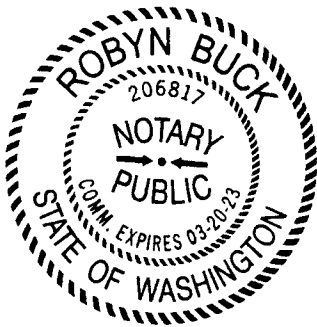
) ss.

County of Pierce)

On this, 7th day of March, 2023, before me personally appeared Hans Hunger, to me known to be the City Engineer

of **City of Puyallup**, the authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



[Signature] Notary Public in
and for the State of Washington, residing at Puyallup

My appointment expires 3-20-23

EXHIBIT "A"

Legal Description

Parcel No. 5870000100

All of Block 2, Plat of A. J. Miller's Addition to Puyallup, Pierce County, W.T., 1888, according to the plat recorded in Book 1 of Plats at Page 130, records of Pierce County, Washington, together with adjacent portion of vacated 3rd Avenue NW vacated per City of Puyallup Ordinance No. 3214.

EXHIBIT B

**UTILITY EASEMENT
PARCEL NO. 5870000100**

THAT PORTION OF LOT 1, BLOCK 2, PLAT OF A.J. MILLER'S ADDITION TO PUYALLUP, PIERCE COUNTY, W.T., 1888, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 130, SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF 5TH STREET NW, BEING 30 FEET WEST OF CENTERLINE AND THE NORTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NW, BEING 30 FEET NORTH OF CENTERLINE;
THENCE NORTH 88°59'05" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 45.83 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 88°59'05" WEST A DISTANCE OF 14.08 FEET;
THENCE NORTH 01°00'55" EAST A DISTANCE OF 3.00 FEET;
THENCE SOUTH 88°59'05" EAST A DISTANCE OF 14.08 FEET;
THENCE SOUTH 01°00'55" WEST A DISTANCE OF 3.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 42 FEET MORE OR LESS.

11/30/2021

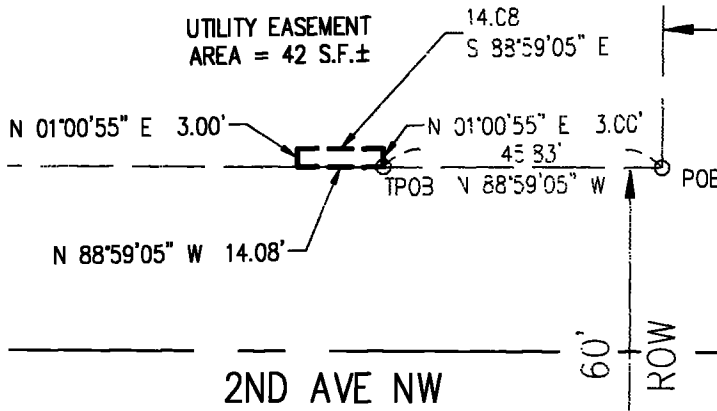


SW 1/4, NE 1/4, SEC. 28, T. 20 N., R. 04 E., W.M.

N.T.S.


5870000100

UTILITY EASEMENT
AREA = 42 S.F.±



5TH ST NW

60'
ROW

60'
ROW

01/07/2023



DATE: 11/30/2021

FILE: ST-COP-L01_EXH.DWG



EXHIBIT C
TAX PARCEL NO. 5870000100
UTILITY EASEMENT