

Excise Tax Exempt

Pierce County, WA

03/09/2023 3:06 PM

Electronically Submitted

CPENNYP

202303090286

Electronically Recorded

Pierce County, WA CPENNYP

03/09/2023 3:06 PM

Pages: 9

Fee: \$211.50

After recording return to:

City Clerk
 City of Puyallup
 333 South Meridian
 Puyallup, WA 98371

Document Title: Sidewalk Maintenance Easement Agreement**Reference Number of Related Document(s):** N/A**Grantor:** Central Puget Sound Regional Transit Authority**Grantee:** City of Puyallup**Abbreviated Legal Description:** Ptn of the Southeast quarter of the Northeast quarter of Section 28-20N-4E W.M.**Legal Description:** See the attached Exhibit B**Assessor's Tax Parcel Number:** 7940300014

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.

SIDEWALK MAINTENANCE EASEMENT AGREEMENT

This Sidewalk Maintenance 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 maintaining, repairing, and replacing certain sidewalk 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 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 maintaining, repairing, modifying, and replacing sidewalk elements in conjunction with the maintenance, repair, modification, and replacement of an ADA/wheelchair ramp located on public right-of-way adjacent to the Easement Area.

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

a. Grantee shall comply with all federal, state and local laws and regulations in the performance of any activities in the Easement Area.

b. Grantee shall 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. Grantee shall be responsible for its Representatives' compliance with the terms of this Agreement.

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

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.

4. Restoration. In the event Grantee or its Representatives disturb or damage 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 Agreement 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 14:56:04 -08'00'

Print Name: _____

Title: _____

Date: _____

GRANTEE

City of Puyallup

By: HP 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, Washington.
My appointment expires 04/22/2026.

(ACKNOWLEDGMENT FOR GRANTEE)

STATE OF WASHINGTON)

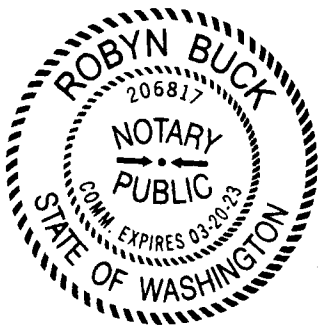
) ss.

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. 7940300014

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, CITY OF PUYALLUP, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 3 IN BLOCK 8 OF J.P. STEWART'S 3RD ADDITION TO PUYALLUP ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 132, IN PUYALLUP, PIERCE COUNTY, WASHINGTON; TOGETHER WITH LOTS 1 THROUGH 7 IN BLOCK 12 OF J.P. STEWART'S 4TH ADDITION TO PUYALLUP ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 42, IN PUYALLUP, PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE VACATED STREET RIGHT-OF-WAY BETWEEN SAID BLOCK 8 AND BLOCK 12; AND TOGETHER WITH A 10 FOOT WIDE STRIP OF LAND LYING ADJACENT TO AND SOUTHWESTERLY OF THE HEREIN DESCRIBED PROPERTY.

EXHIBIT B

**PERMANENT EASEMENT
PARCEL NO. 7940300014**

A PERMANENT EASEMENT ACROSS A PORTION OF LOTS 3 TO 7, BLOCK 12, J.P. STEWART'S 4TH ADDITION TO PUYALLUP, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS PAGE 42, IN PUYALLUP, PIERCE COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 12 OF SAID PLAT, SAID POINT BEING ON THE SOUTHERLY MARGIN OF STEWART AVENUE NORTHWEST;

THENCE SOUTH 74°07'11" EAST ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 0.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN SOUTH 74°07'11" EAST, 31.91 FEET;

THENCE SOUTH 15° 52' 49" WEST, A DISTANCE OF 17.23 FEET;

THENCE NORTH 74° 07' 11" WEST, A DISTANCE OF 24.91 FEET;

THENCE NORTH 15° 52' 49" EAST, A DISTANCE OF 10.23 FEET

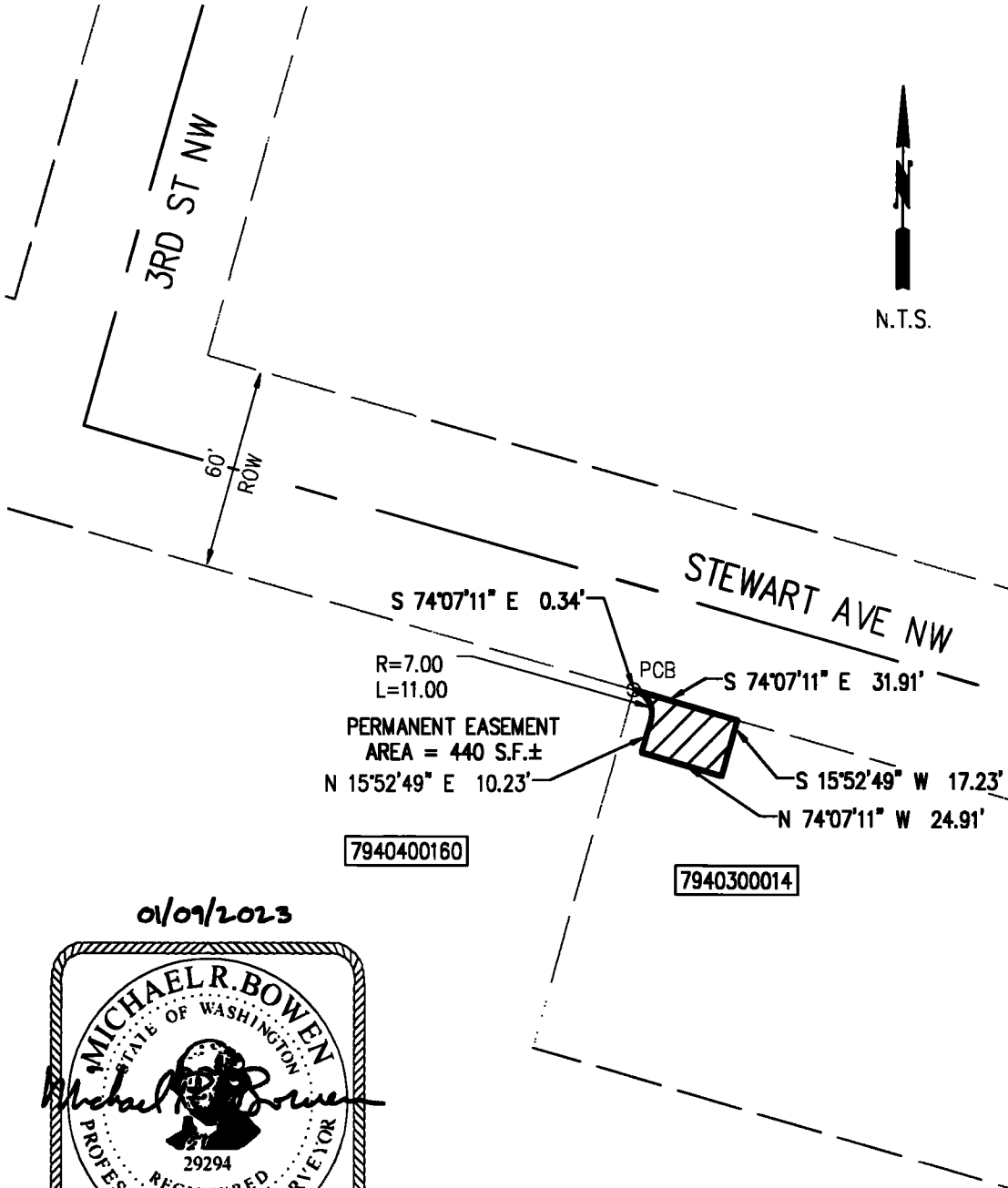
THENCE NORTHWESTERLY ON A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 74° 07' 11" WEST, 7.00 FEET, AN ARC DISTANCE OF 11.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 440 SQUARE FEET, MORE OR LESS

09/15/2022



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



R=7.00
L=11.00
PERMANENT EASEMENT
AREA = 440 S.F.±
N 15°52'49" E 10.23'

7940400160

7940300014

01/09/2023



DATE: 9/15/2022

FILE: 7940300014_EXH.DWG



EXHIBIT C
TAX PARCEL NO. 7940300014
EASEMENT