

After recording return to:
City Clerk
City of Puyallup
333 South Meridian
Puyallup, WA 98371

Document Title: Declaration of Covenant for Easements

Grantor: Richard and Kathy Farris, husband and wife

Grantee: City of Puyallup

Abbreviated Legal Description: NE ¼ of the NW ¼ Sec. 29, T20N, R4E W.M.

Assessor's Property Tax Parcel(s) or Account Number: 042020-7-028 and 042020-7-029

Declaration of Covenant for Easement

WHEREAS, Richard and Kathy Farris, husband and wife ("Grantor") is the owner of the real property burdened by this Covenant ("burdened property") as described in Exhibit "A" attached hereto; and

WHEREAS, Grantor is developing the burdened property in accordance with Building Permit B-20-0741, ("project") affecting the burdened property; and,

WHEREAS as a condition of approval of the project, the City of Puyallup, a municipal corporation ("Grantee") has required that a non-exclusive easement be provided over a portion of the burdened property for water; and,

WHEREAS, Grantor intends to comply with the above-described condition of approval by creating the required easement on the burdened property.

NOW THEREFORE, Grantor, by this Covenant to the Grantee does hereby create, establish, declare and impose a non-exclusive easement, for the purpose of locating, designing, constructing, installing, inspecting, surveying, protecting, policing, maintaining, repairing, modifying, or otherwise changing water. Said easement is more particularly described in Exhibit "B" and graphically indicated in Exhibit "C".

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.

The easement established herein shall run with the land and shall supersede that easement recorded under AFN 202012170855. Upon sale or conveyance in any manner of the burdened property described above, the Grantor covenants and agrees with the Grantee to include and establish the water easement which is the subject of this Declaration in any deed or other instrument of conveyance.

This Covenant of Easement shall be recorded in the office of the Pierce County Auditor. Upon recordation of this Covenant of Easement, the burdens of the easement shall be binding upon, and the benefits shall inure to, all successors in interest to the real property.

This Covenant of Easement shall not be modified or released without the prior approval of the Grantee in the manner required by applicable law.

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

Dated this _____ day of _____, 2023

_____, Richard Farris, Grantor

_____, Kathy Farris, Grantor

State of Washington

} ss.

County of Pierce

I certify that I know or have satisfactory evidence that **Richard and Kathy Farris** are the persons who appeared before me, and on _____ said persons acknowledged that they signed the instrument, on oath stated that they were was authorized to execute this instrument and acknowledged it as the owners to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public, in and for the State of Washington

residing at: _____

[seal or stamp]

My appointment expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

LOT 1 OF CITY OF PUYALLUP SHORT PLAT AMENDMENT P-18-0060,
AUDITOR'S FEE NUMBER 201902055001, RECORDS OF THE PIERCE COUNTY AUDITOR.

EXHIBIT "B"

DESCRIPTION OF EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, CITY OF PUYALLUP SHORT PLAT AMENDMENT P-18-0060, RECORDING NUMBER 201902055001, RECORDS OF THE PIERCE COUNTY AUDITOR, BEING ON THE NORTH MARGIN OF WEST STEWART;

THENCE NORTH 74°07'01" WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 15.55 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 38°21'44" EAST, LEAVING SAID NORTH MARGIN, A DISTANCE OF 24.58 FEET, TO THE EAST LINE OF SAID LOT 1;

THENCE NORTH 00°43'36" EAST, ALONG SAID EAST LINE, A DISTANCE OF 16.38 FEET;

THENCE SOUTH 38°21'44" WEST, LEAVING SAID EAST LINE, A DISTANCE OF 41.68 FEET, TO THE NORTH MARGIN OF SAID WEST STEWART;

THENCE SOUTH 74°07'01" EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 10.82 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 331 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"

DIAGRAM OF EASEMENT



NOT TO SCALE

