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

Declaration of Covenant for Storm Drainage 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 storm drainage; 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 storm drainage improvements. 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 easements established herein shall run with the land. 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 storm drainage 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 Washing County of Pierce	}	ss.
appeared before moath stated that the	ne, and oney were was authorized	evidence that Richard and Kathy Farris are the persons who said persons acknowledged that they signed the instrument, on I to execute this instrument and acknowledged it as the owners to and purposes mentioned in the instrument.
Dated:		Notary Public, in and for the State of Washington
	[seal or stamp]	residing at: My appointment expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

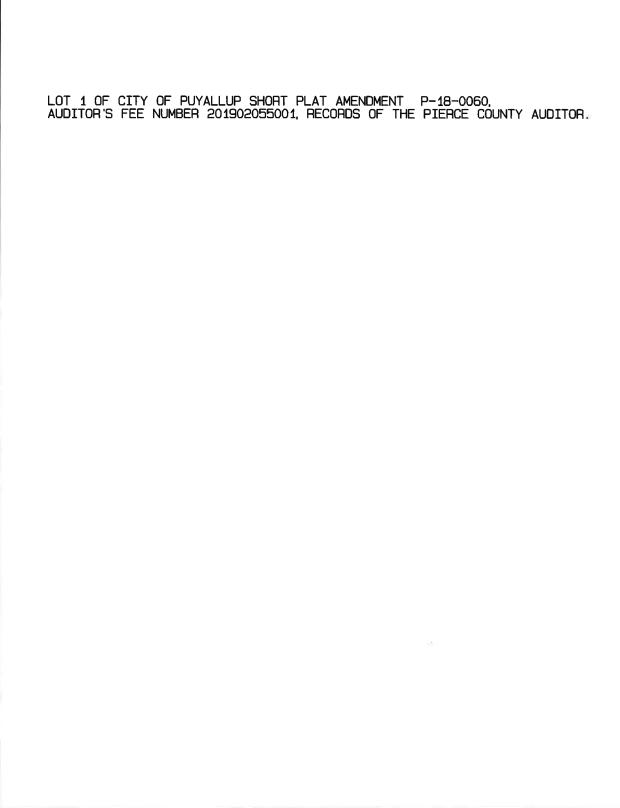


EXHIBIT "B"

DESCRIPTION OF EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF CITY OF PUYALLUP SHORT PLAT AMENDMENT P-18-0060, AUDITOR'S FEE 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 13.10 FEET;

THENCE NORTH 00 °43'36" EAST, LEAVING SAID NORTH MARGIN, A DISTANCE OF 47.41 FEET;

THENCE SOUTH 88 °32 '55" EAST, A DISTANCE OF 12.64 FEET, TO THE EAST LINE OF SAID LOT 1;

THENCE SOUTH 00 $^{\circ}43$ $^{\circ}36$ " WEST, ALONG SAID EAST LINE, A DISTANCE OF 50.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 621 SQUARE FEET, MORE OR LESS.

