

**Excise Tax Exempt**

Pierce County, WA

08/14/2025 8:08 AM

Electronically Submitted

PPRICE

202508140001

Electronically Recorded

Pierce County, WA PPRICE

08/14/2025 8:08 AM

Pages: 5 Fee: \$307.50

After recording return to:

City Clerk  
 City of Puyallup  
 333 South Meridian  
 Puyallup, WA 98371  
[info@puyallupwa.gov](mailto:info@puyallupwa.gov)

RANGE	TOWNSHIP	SECTION	QUARTER		
04E-	19 N-	03	4/4	017	1/5
DOCUMENT NUMBER				SERIAL NUMBER	PAGE NUMBER

**Document Title:** Easement**Grantee:** City of Puyallup**Grantor:** Pierce College**Abbreviated Legal Description:** A PORTION SW QUARTER OF SEC 2, T19 NORTH, R4 EAST**Legal Description:** Complete legal description on page 4**Assessor's Property Tax Parcel or Account Number:** 0419034039**Reference Numbers of Documents Assigned or Released:** N/A

## Easement

Grantor owns the real property that is designated as Grantor's Property and is legally described in Exhibit A, which is attached hereto and incorporated by this reference. For and in good and valuable consideration, Grantor hereby grants to Grantee City of Puyallup, a municipal corporation in the State of Washington, an Easement in the Easement Area of Grantor's Property, for the purposes identified herein. The Easement Area, which is a portion of the Grantor's Property, is also legally described in Exhibit A. Grantor's Property and the Easement Area are depicted in Exhibit B, which is attached hereto and incorporated by this reference. The Easement shall burden Grantor's Property and shall benefit Grantee. Grantor has full responsibility to maintain and protect the easement area for the purposes of the easement and the Grantor shall indemnify and hold harmless the City from any liability related to the easement area as set forth in Section 4 below.

**1. Purpose.** Grantee shall have the right to use the Easement Area for the purpose of protecting an undisturbed vegetated area for stormwater dispersion flowpath and inspecting, surveying, protecting, policing, maintaining, repairing, modifying, or otherwise changing stormwater utilities, and any related facilities, appurtenances, or elements. Grantee is further entitled to ingress and egress above, through and along the grantor's property access Easement Area and to engage in any other activity that is reasonably related to stormwater utilities.

The easement shall be commercial, and as such fully transferable. Grantee may freely divide and transfer the easement to another person or entity or more than one person or entity. Use of the easement by more than one person or entity shall not result in overuse or surcharge. The easement shall not terminate if abandoned. Rather, the easement shall terminate only upon Grantee's execution of an instrument that releases the easement to Grantor.

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**2. Impediments.** Grantor covenants to refrain from disturbing the Easement Area including ground disturbance, placing, locating, constructing, installing or maintaining landscaping, vegetation, buildings, structures, utilities, 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.

**3. 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.

**4. Indemnification.** Grantor shall defend, indemnify and hold the Grantee, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations, performed by Grantor, or on Grantor's behalf, that relate to the Easement and the purpose of the Easement. The Grantee shall indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless, from any third-party claims, injuries, damages, losses or suits including attorney fees, arising solely as the direct result of any negligent activities of the Grantee, or Grantee's agents, that directly relate to the Easement, excluding any indirect, consequential, or punitive damages.

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

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

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State of Washington  
State Board for Community and Technical Colleges

BY: [Signature]  
Christopher C. Bailey  
Interim Executive Director for the Washington  
State Board for Community and Technical Colleges  
on behalf of Pierce College

Dated: 7/28/2025

City of Puyallup

Dated: 8/11/2025

DocuSigned by:  
BY: Hans Hunger  
Accepted by: Hans Hunger  
City Engineer

City of Puyallup

Dated: 7/22/2025

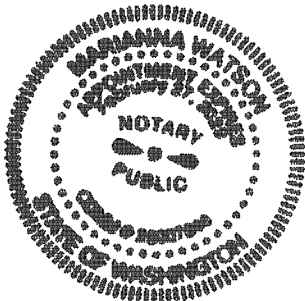
DocuSigned by:  
BY: Joseph N. Beck  
Approved as to form:  
Joseph N. Beck  
City Attorney

STATE OF Washington )  
COUNTY OF Thurston )

-SS

On this 28 day of July, 2025, before me personally appeared Christopher C. Bailey, to me known to be the Interim Executive Director for the Washington State Board for Community and Technical Colleges on behalf of Pierce College that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Printed Name: Marianna Watson  
Notary Public in and for the State of WA  
Residing in: Lakewood, WA  
My appointment expires: 2/27/2029

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**EXHIBIT "A"**  
(DISPERSION TRACT AREA)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 4 EAST W.M., SITUATED IN CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON; AS SHOWN ON RECORD OF SURVEY, RECORDS OF PIERCE COUNTY, WASHINGTON, RECORDED AT RECORDING NUMBER 202209305001; SAID PORTION BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT DESCRIBED AS "T.P.O.B. (REVISED PARCEL)" AS SHOWN ON SAID RECORD OF SURVEY; SAID COMMENCING POINT BEING NORTH 00°13'37" EAST, 60.10 FEET FROM THE SOUTHWEST SECTION CORNER OF SAID SECTION 2; THENCE LEAVING SAID COMMENCING POINT NORTH 33°49'20" EAST, 636.32 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 16°16'52" EAST, 85.22 FEET;  
THENCE SOUTH 77°29'08" EAST, 28.30 FEET;  
THENCE SOUTH 81°05'31" EAST, 71.74 FEET;  
THENCE SOUTH 16°00'20" EAST, 90.29 FEET;  
THENCE NORTH 77°09'30" EAST, 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,678 SQUARE FEET, OR 0.20 ACRES MORE OR LESS.

03/03/2023



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