

Excise Tax Exempt

Pierce County, WA

11/14/2025 12:17 PM

Electronically Submitted

PPRICE

202511140403

Electronically Recorded

Pierce County, WA PPRICE

11/14/2025 12:17 PM

Pages: 12 Fee: \$314.50

After recording return to:

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

RANGE	TOWNSHIP	SECTION	QUARTER		
04E-	19 N-	04	04	034	1/12
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Document Title: Easement**Grantee:** City of Puyallup**Grantor:** The Cafaro Northwest Partnership**Abbreviated Legal Description:** A PORTION OF LOT 9, SOUTH HILL MALL PHASE II BINDING SITE PLAN AS RECORDED UNDER AUDITOR'S FEE NUMBER 9505310496**Legal Descriptions:** Exhibit A-1, Easement, and Exhibit A-2, Easement Relinquishment, pages 8-12 of this Document**Assessor's Property Tax Parcel or Account Number:** 6021590090**Reference Numbers of Documents Assigned or Released:** N/A**EASEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between THE CAFARO NORTHWEST PARTNERSHIP, an Ohio general partnership having offices at 5577 Youngstown-Warren Road, Niles, Ohio 44446 ("GRANTOR") and CITY OF PUYALLUP, a Washington municipal corporation, having a permanent business address at 333 S. Meridian St., Puyallup, WA 98371 ("GRANTEE").

For and in consideration of the sum of One and 00/100 Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. A. GRANTOR does hereby grant, assign and convey to GRANTEE a nonexclusive easement in, on, under, across and through the area of the 40-foot wide easement shown on **Exhibit A-1**, attached hereto and made a part hereof, ("Easement Area"), for the sole and continuing purpose of operating, inspecting, maintaining, repairing, replacing, and removing all present segments of the sanitary sewer lines ("System") that have been installed near the centerline of the Easement Area.
- B. The construction of the System relocated and redirected a portion of the route of formerly existing sanitary sewer lines, disconnected and superseded some sanitary s

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sewer line segments. The formerly existing sanitary sewer lines were situated within an existing permanent easement granted to Grantee by the instrument recorded as Volume 1044, Page 1952, AFN 9407200576 and as amended in AFN 9610010261. Now that the construction of the System is complete, GRANTOR and GRANTEE herein sign and record this Agreement which provides a permanent easement for the as-built location of the System and releases portions of other existing permanent easement areas no longer needed due to the route of the System, thus abandoning any disconnected sewer lines that GRANTEE has not physically removed from those released portions. The portions of other existing permanent easement areas now being released are drawn, marked and identified in **Exhibit A-2**.

2. For the purpose of operating, inspecting, maintaining, repairing, replacing, or removing the System during this Agreement, GRANTEE shall have rights of ingress to and egress from the Easement Area over such public and private roads and parking areas as may now or hereafter exist on the other lands of GRANTOR ("Grantor's Land") nearest to the Easement Area. GRANTOR reserves the right to shift, relocate, close or abandon such private roads or parking areas at any time, but not to exclude GRANTEE from the Easement Area.
3. GRANTOR retains all of its interest in the Easement Area, subject to GRANTEE'S interest as herein granted, and the rights to use and enjoy Grantor's Land and the Easement Area in any manner that is not inconsistent with or does not unreasonably interfere with the rights herein granted to GRANTEE, provided that "unreasonably interfere" shall include, but not be limited to, any action that materially impairs GRANTEE's access to, operation of, or maintenance of the System. GRANTOR shall provide at least thirty (30) days' prior written notice to GRANTEE before undertaking any material changes to the Easement Area. GRANTEE shall not interfere with the use and enjoyment of the Easement Area and Grantor's Land.
4. GRANTEE shall maintain, at its expense, the Easement Area to the extent such maintenance is related to GRANTEE'S use of the Easement Area and to the extent GRANTEE'S System in the Easement Area causes a need for maintenance, keeping the System in a state of good repair and efficiency. GRANTEE shall avoid and remedy as promptly as practicable any disruption or diminution in System services. GRANTEE shall use materials that are free from defects and perform all work in a safe, good, and workman-like manner. GRANTOR reserves the right to relocate the System at any time at GRANTOR'S sole cost and expense, including all restoration costs. GRANTOR shall provide at least sixty (60) days' prior written notice to GRANTEE and shall obtain GRANTEE's written consent, which shall not be unreasonably withheld. Upon the

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institution and completion of any further construction, maintenance, repair, removal or replacement of the System by GRANTEE, GRANTEE shall promptly restore, at its expense, the Easement Area and any affected portions of Grantor's Land to substantially the same condition as existed prior to said work, reasonable wear and tear excepted. Notwithstanding the foregoing, and for clarification purposes, all costs and expenses in restoring the Easement Area and any affected portions of Grantor's Land associated with the relocation of the System at Grantor's request shall be paid by Grantor. All operation, maintenance, repair, removal and replacement, of the System, including the relocation of the System at Grantor's request, shall be performed by GRANTEE in such a manner so as to avoid or minimize interference with the business operation of GRANTOR (including any tenants). Before commencing any work within the Easement Area, GRANTEE shall determine, at its expense, the location of all other easements, improvements, and structures within or adjacent to the Easement Area.

5. GRANTEE shall also maintain all portions of the System underground as is reasonably practicable. Where the System is buried under existing pavement and access thereto is necessary, GRANTEE (i) shall cut the pavement in a sharp and straight manner, (ii) shall maintain the underground portion of the System a minimum of thirty-six (36) inches below the surface, (iii) shall compact backfill to 95% modified proctor with material acceptable to GRANTOR, and (iv) shall replace or restore the pavement to its original condition.

6. GRANTEE shall pay, at its expense, for any and all damages, losses, or injuries arising either from the maintenance, operation, replacement, repair, removal, or relocation of the System, from the GRANTEE'S duties in regard to the Easement Area and Grantor's Land, or from the exercise, use, or enjoyment of the rights herein granted to GRANTEE. GRANTEE shall indemnify and hold harmless GRANTOR (including any tenants) from any and all claims, demands, suits and causes of action, whether in law or in equity, judgments, liens, fines, penalties, costs and expenses (including court costs and reasonable attorneys' fees), liability, loss or damage to the extent caused by the negligence or willful misconduct of GRANTEE, its employees, agents, or contractors, in connection with the construction, ownership, operation, maintenance, repair, removal, replacement, or relocation of the System, or with the GRANTEE'S duties in regard to the Easement Area or Grantor's Land, or with the exercise, use or enjoyment of the rights herein granted to GRANTEE. GRANTOR shall indemnify and hold harmless GRANTEE from any and all claims, demands, suits, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligence or willful misconduct of GRANTOR, its employees, agents, tenants, or contractors. Having mutually negotiated this waiver with GRANTOR, GRANTEE specifically

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waives the immunity and other protections it may have under the worker's compensation or employers' liability laws of any state or of the United States, such as Title 51 RCW, that would bar GRANTOR from any remedy enforcing GRANTEE'S contract to indemnify and hold GRANTOR harmless in accordance with this Section or bar GRANTOR from obtaining contribution from GRANTEE for GRANTEE'S proportionate share of any liability, or bar GRANTOR from obtaining indemnification from GRANTEE based on the theory of the active or primary liability of GRANTEE versus the passive or secondary liability of GRANTOR. GRANTEE'S obligations under this Section shall not be limited in any way by the amount or type of insurance or self-insurance coverage carried by GRANTEE. The provisions of this Section shall survive the termination or expiration of this Agreement for all incidents and situations that arise under this Section during the term of this Agreement.

7. This Agreement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors, and assigns. Despite the mention of only GRANTEE or only GRANTOR in any provision of this Agreement, GRANTEE'S covenants and obligations shall be binding on GRANTEE, its successors, and assigns and shall inure to the benefit of: (i) GRANTOR, (ii) GRANTOR'S successors, assigns, and lessees, and (iii) such other persons or entities (collectively "ENTITIES") owning property contiguous to Grantor's Land, provided the ENTITIES either have acquired their property from GRANTOR, or have become parties to an agreement with GRANTOR providing for the operation of or reciprocal easements on GRANTOR'S and the ENTITIES' respective property.
8. The easement herein granted is subject to any and all easements, encumbrances, conditions, and restrictions of record and to any and all existing structures, improvements, and uses, and does or may parallel or cross existing or future easements for other utilities or services. GRANTEE shall not have any right to apportion, partially assign, sub-grant, divide, or subdivide the easement rights or burdens.
9. Any dispute arising under this Agreement shall be resolved first by good faith negotiation between the parties. If the dispute is not resolved within thirty (30) days, either party may require mediation. If mediation is unsuccessful, either party may pursue any remedies available at law or in equity in the courts of Pierce County, Washington. This Agreement shall be governed by the laws of the State of Washington.
10. Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, except to the extent such damages are the result of gross negligence or willful misconduct.

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[Signature pages to follow]

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IN WITNESS WHEREOF, GRANTOR and GRANTEE have hereunto set their hands on
the 30 day of October, 2025.

GRANTOR: THE CAFARO
NORTHWEST PARTNERSHIP

Dated: October 27, 2025

By: Anthony M. Cafaro Jr.
Anthony M. Cafaro, Jr.
Authorized Agent

GRANTEE: CITY OF PUYALLUP

Dated: 10/30/2025

DocuSigned by:
By: Hans P. Hunger
Accepted by: Hans P. Hunger
City Engineer

CITY OF PUYALLUP

Dated: 10/21/2025

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

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STATE OF OHIO)
)
COUNTY OF TRUMBULL)

On this 27th day of October, 2008 before me personally appeared Anthony M. Cafaro, Jr., to me known to be the Authorized Agent of The Cafaro Northwest Partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, 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 partnership.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Nina M. Seifert
Notary Public, State of Ohio
My Commission Expires
July 4, 2028

Nina M. Seifert
Printed Name: Nina M. Seifert
Notary Public in and for the State of Ohio
Residing in: Trumbull County
My appointment expires: July 4, 2008

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EXHIBIT "A-1" EASEMENT DESCRIPTION

A 40.00-FOOT-WIDE STRIP OF LAND OUT OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOT 9, BINDING SITE PLAN RECORDED UNDER AUDITOR'S FEE NUMBER 9505310496, RECORDS OF PIERCE COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF SAID LOT 9;

THENCE NORTH 00°03'38" EAST, ALONG THE EAST LINE OF SAID LOT 9, 493.85 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING SANITARY SEWER EASEMENT DESCRIBED IN EASEMENT DEED RECORDED UNDER AUDITOR'S FEE NUMBER 9407200576, RECORDS OF PIERCE COUNTY, WASHINGTON;

THENCE NORTH 89°47'39" WEST, ALONG SAID CENTERLINE, 8.04 FEET;

THENCE SOUTH 89°42'13" WEST, CONTINUING ALONG SAID CENTERLINE, 49.53 FEET TO A POINT REFERRED TO AS MH #22 IN THE AFOREMENTIONED EASEMENT DEED;

THENCE SOUTH 00°46'20" WEST, CONTINUING ALONG SAID CENTERLINE, 1.58 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE;

THENCE NORTH 46°01'57" WEST, 65.67 FEET;

THENCE NORTH 89°44'29" WEST, 205.92 FEET;

THENCE SOUTH 00°15'31" WEST, ALONG A LINE 6.75 FEET DISTANT WEST OF AND PARALLEL TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS "DEMISED PREMISES" IN THAT CERTAIN MEMORANDUM OF LEASE RECORDED UNDER AUDITOR'S FEE NUMBER 202303290071, RECORDS OF PIERCE COUNTY, WASHINGTON, 274.19 FEET TO THE **POINT OF TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT SHALL LIE 20.00 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE AND BE EXTENDED OR SHORTENED, AS NECESSARY, TO INTERSECT THE EDGES OF THE AFOREMENTIONED EASEMENT DEED.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE AFOREMENTIONED POINT REFERRED TO AS MH #22;

THENCE SOUTH 00°46'20" WEST, ALONG THE CENTERLINE OF THE AFOREMENTIONED EXISTING SANITARY SEWER LINE, 7.32 FEET;

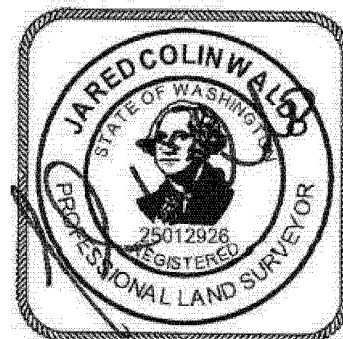
THENCE SOUTH 89°42'13" WEST, DEPARTING SAID CENTERLINE, 7.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°46'20" WEST, 14.51 FEET;

THENCE NORTH 46°01'57" WEST, 20.78 FEET;

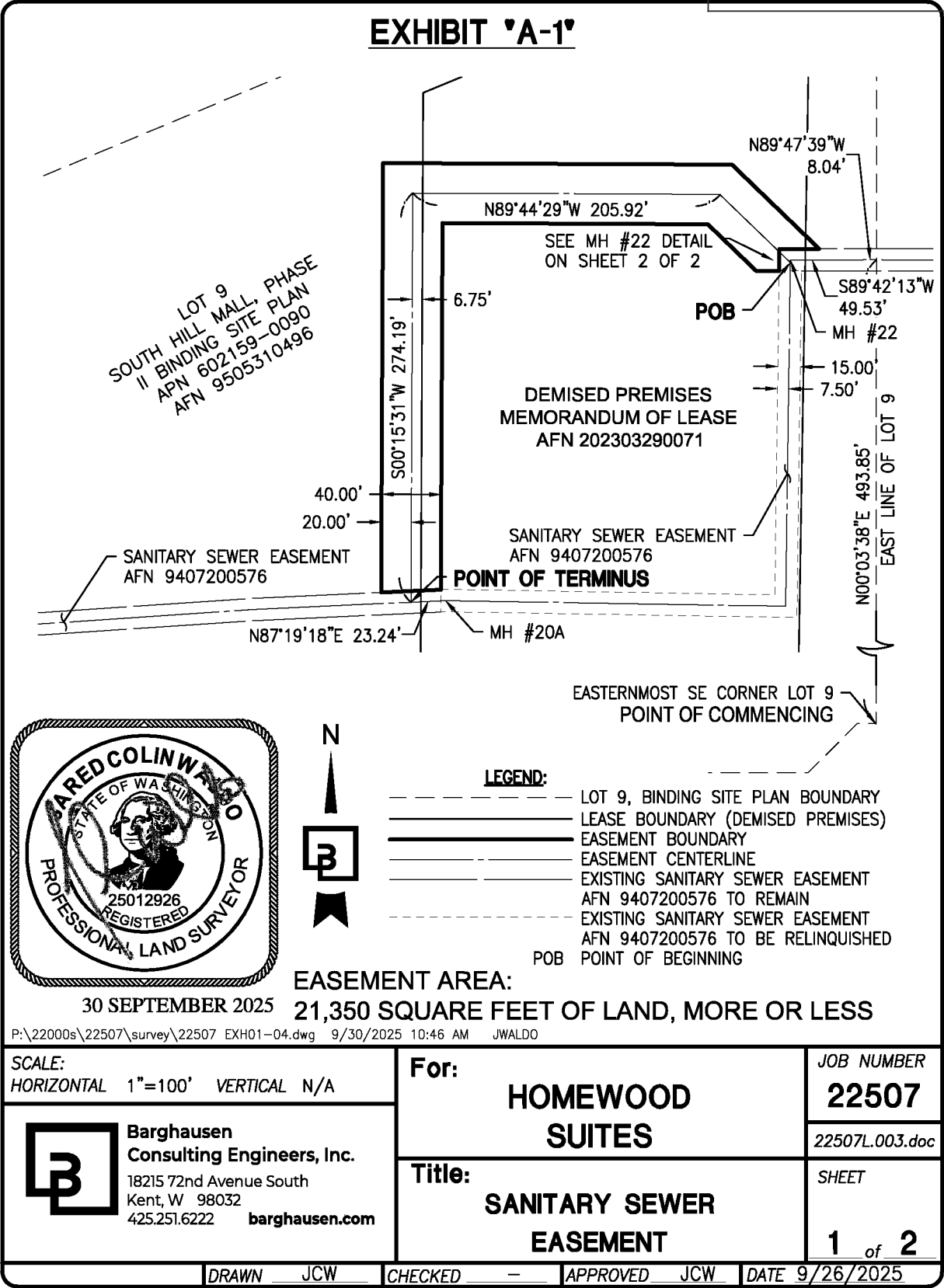
THENCE NORTH 89°42'13" EAST, 15.15 FEET TO THE **POINT OF BEGINNING**.

30 SEPTEMBER 2025

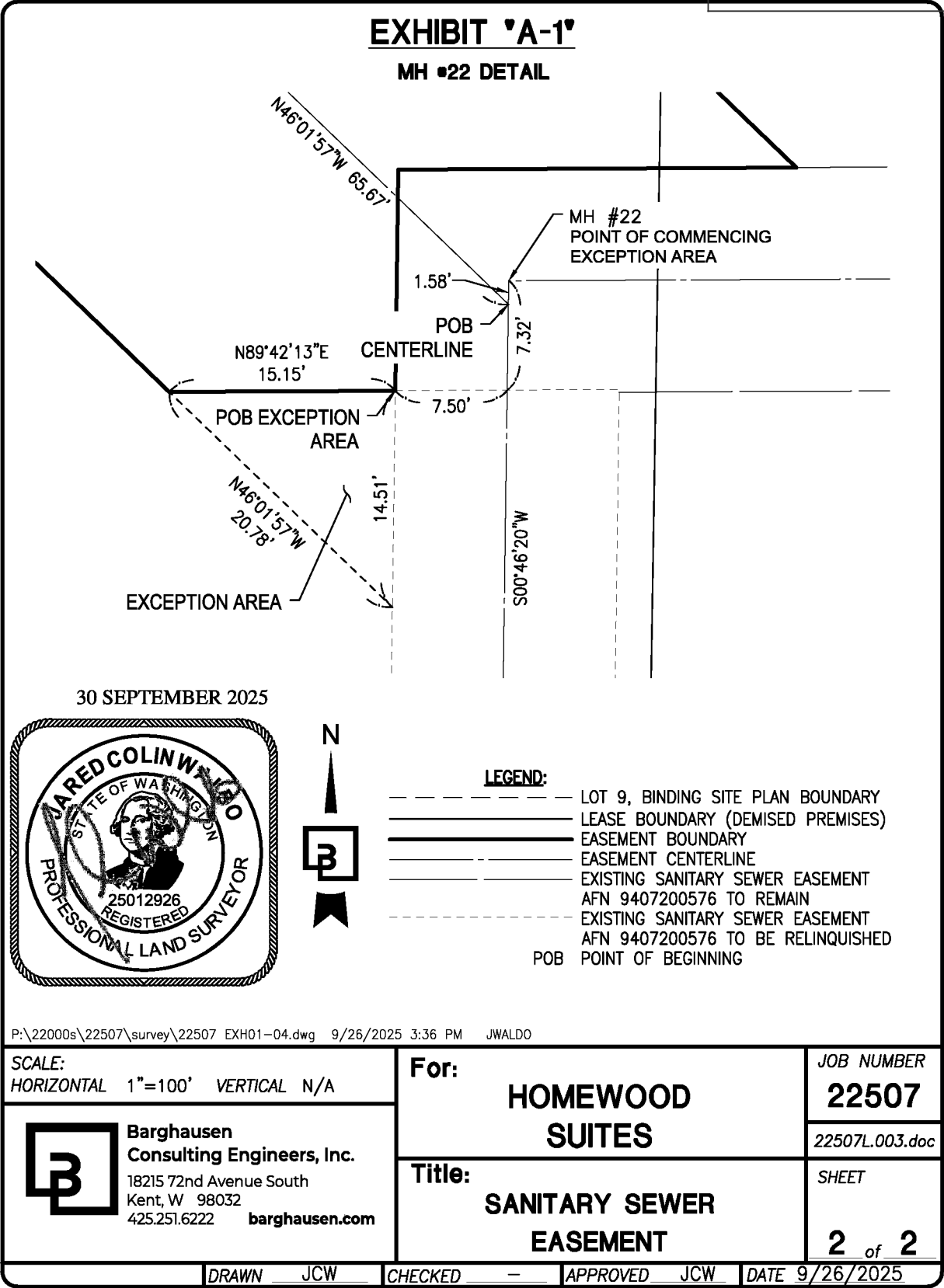


EXPIRES DECEMBER 20, 2026

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EXHIBIT "A-2" **EASEMENT RELINQUISHMENT DESCRIPTION**

A 15.00-FOOT-WIDE STRIP OF LAND OUT OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOT 9, BINDING SITE PLAN RECORDED UNDER AUDITOR'S FEE NUMBER 9505310496, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN EASEMENT DEED RECORDED UNDER AUDITOR'S FEE NUMBER 9407200576, RECORDS OF PIERCE COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT DESCRIBED AS POINT MH #20 IN SAID EASEMENT DEED;

THENCE NORTH 87°19'18" EAST, ALONG THE CENTERLINE DESCRIBED IN SAID EASEMENT DEED, 126.87 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE;

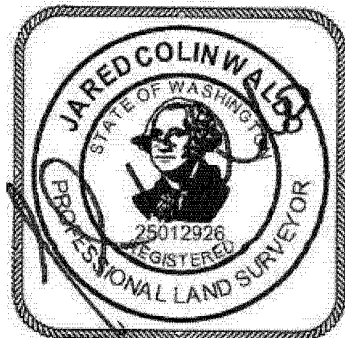
THENCE CONTINUING NORTH 87°19'18" EAST, ALONG SAID CENTERLINE, 3.21 FEET TO A POINT REFERRED TO AS MH #20A IN SAID EASEMENT DEED;

THENCE SOUTH 89°02'56" EAST, CONTINUING ALONG SAID CENTERLINE, 228.14 FEET TO A POINT DESCRIBED AS MH #21 IN SAID EASEMENT DEED;

THENCE NORTH 00°46'20" EAST, CONTINUING ALONG SAID CENTERLINE, 224.64 FEET TO THE **POINT OF TERMINUS** OF THE HEREIN DESCRIBED CENTERLINE, FROM WHICH A POINT REFERRED TO AS MH #22 IN SAID EASEMENT DEED BEARS NORTH 00°46'20" EAST, 7.32 FEET;

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT RELINQUISHMENT LIE 7.50 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE AND SHALL INTERSECT A LINE BEARING NORTH 00°15'31" EAST AT THE **POINT OF BEGINNING** AND A SOUTHERLY PROJECTION THEREOF AND A LINE BEARING NORTH 89°42'13" EAST AT THE **POINT OF TERMINUS** AND A WESTERLY PROJECTION THEREOF.

26 SEPTEMBER 2025

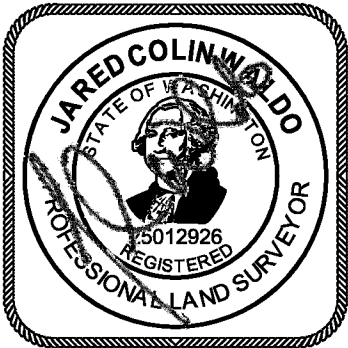
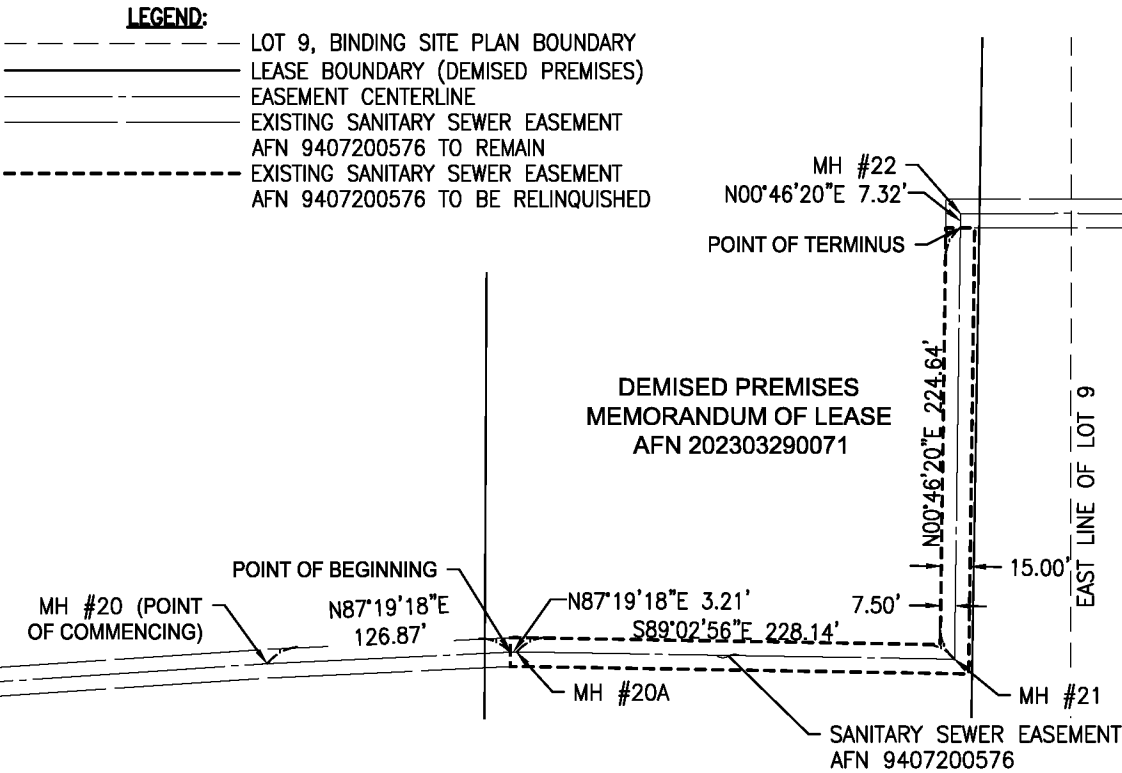


EXPIRES DECEMBER 20, 2026

22507 – HOMEWOOD SUITES
22507L.004 – JCW
September 26, 2025

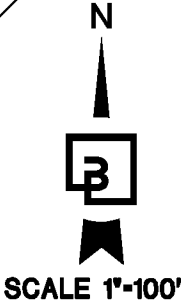
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EXHIBIT 'A-2'



26 SEPTEMBER 2025

BASIS OF BEARINGS:
CENTERLINE EXISTING SANITARY
SEWER EASEMENT ACCORDING TO
AUDITOR'S FEE NUMBER 9407200576



RELINQUISHMENT AREA:
6,838 SQUARE FEET OF LAND, MORE OR LESS

P:\22000s\22507\survey\22507 EXH01-04.dwg 9/26/2025 12:51 PM JWALDO

SCALE: HORIZONTAL 1"=100' VERTICAL N/A	For: HOMEWOOD SUITES	JOB NUMBER 22507
	Title: SANITARY SEWER EASEMENT	22507L.004.doc SHEET 1 of 1
Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, W 98032 425.251.6222 barghausen.com		
DRAWN JCW CHECKED — APPROVED JCW DATE 9/26/2025		