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09/30/2022 02:27:45 PM \$211.50  
AUDITOR, Pierce County, WASHINGTON

After recording return to:

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

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**Document Title:** Easement

**Grantor:** Puyallup School District, a Washington municipal corporation

**Grantee:** City of Puyallup, a Washington municipal corporation

**Abbreviated Legal Description:** A portion of SW of SW, S 4, T 19N, R 4E

**Legal Description:** Complete legal description on pages 5 - 6 of document

**Assessor's Property Tax Parcel or Account Number:** 0419043117

**Reference Numbers of Documents Released:** 200010200341

## 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.

1. **Purpose.** This Easement hereby supersedes and replaces that certain easement recorded under Recording No. 200010200341.

Grantee shall have the non-exclusive right to use the Easement Area for the purpose of locating, designing, constructing, installing, inspecting, surveying, protecting, policing, maintaining, repairing, modifying, or otherwise changing utilities, which include, but are not limited to, water, sewer, storm water, cable, telephone, electricity, gas, petroleum, fiber optics, or communications and any related facilities, appurtenances or elements. Grantee is further entitled to use the Easement Area for ingress and egress above, through, along and under the Easement Area and to engage in any other activity that is reasonably related to utilities.

Grantee is further entitled to use the Grantor's Property for ingress to and egress from the Easement Area and to engage in any other activity that is reasonably related to utilities.

The Easement shall be commercial, and as such transferable subject to Grantee's approval which shall not be unreasonably withheld, conditioned, or delayed. 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.

**2. Impediments.** 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. This covenant is an equitable covenant that touches and concerns Grantor's Property and shall run with the land.

**3. Indemnification and Hold Harmless.**

The Grantee shall defend, indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of or in connection with the Grantee's negligence or intentional acts in the performance of this Agreement.

The 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 and costs, arising out of or in connection with the Grantor's negligence or intentional acts in the performance of the Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee, its officers, officials, employees and volunteers, and the Grantor, its officers, officials, employees and volunteers, the Grantee's or the Grantor's liability hereunder shall be only to the extent of the Grantee's or Grantor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's and Grantor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**4. Restoration.** In the event of any grading, earthwork, or other disturbance by Grantor within or related to use of the Easement Area, Grantor shall be obligated and responsible for, including any expenses and costs associated thereto, restoration of the Easement Area to its then existing condition.

**5. 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.

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

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

Dated: 15 20 2022

Grantor: Puyallup School District, a Washington municipal corporation

By: [Signature]

Dr. John A. Palm, Jr.

Its: Superintendent

Dated: 13/20/2022

Grantee: City of Puyallup, a Washington municipal corporation

Accepted by: [Signature]  
Hans P. Hunger, P.E., (City Engineer)

Dated: September 20, 2022

Approved as to form:

[Signature]  
Joseph N. Beck (City Attorney)





**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR'S PARCEL**

**PARCEL A**

THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; EXCEPT RIGHT OF WAY FOR 112TH STREET EAST (LAKEVIEW PUYALLUP ROAD); AND  
EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2239840; AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 9407070774; AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF PUYALLUP BY DEED RECORDED UNDER RECORDING NO. 200907210799.

**PARCELB**

THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; EXCEPT RIGHT OF WAY FOR 112TH STREET EAST (LAKEVIEW PUYALLUP ROAD); AND  
EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2239840; AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 9407070774; AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF PUYALLUP BY DEED RECORDED UNDER RECORDING NO. 200907210799.

**PARCELC**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 00° 04'25" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 985.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 07'39" EAST, A DISTANCE OF 162.0 FEET; THENCE NORTH 00° 04'25" EAST, A DISTANCE OF 148.00 FEET; THENCE SOUTH 89° 07'39" WEST, A DISTANCE OF 162.0 FEET TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 00° 04'25" WEST, 148.0 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING; EXCEPT THE WEST 30 FEET THEREOF FOR COUNTY ROAD; AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF PUYALLUP BY DEED RECORDED UNDER RECORDING NO. 200907210800.

**PARCELD**

THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

THENCE NORTH 00° 04'25" EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 985.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 07'39" EAST, A DISTANCE OF 162.0 FEET;

THENCE NORTH 00° 04'25" EAST, A DISTANCE OF 148.0 FEET;

THENCE SOUTH 89° 07'39" WEST, A DISTANCE OF 162.0 FEET TO THE WEST LINE OF SAID SECTION;

THENCE SOUTH 00° 04'25" WEST, 148.0 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET THEREOF RESERVED FOR ROAD; AND

EXCEPT THE FOLLOWING:

BEGINNING 30 FEET NORTH AND 15 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

THENCE NORTH 553.14 FEET;

THENCE EAST 315 FEET;

THENCE SOUTH 553.14 FEET;

THENCE WEST 315 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON;

THENCE NORTH 00° 04'25" EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1,148.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 07'39" EAST, A DISTANCE OF 162.0 FEET;

THENCE NORTH 00° 04'25" EAST, A DISTANCE OF 148.0 FEET;

THENCE SOUTH 89° 07'39" WEST, A DISTANCE OF 162.0 FEET TO THE WEST LINE OF SAID SECTION;

THENCE SOUTH 00° 04'25" WEST, 148.0 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THE WEST 30 FEET THEREOF RESERVED FOR COUNTY ROAD; AND

EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER RECORDING NOS. 2227326 AND

2227327; AND

EXCEPT THAT PORTION, IF ANY, CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2227151; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF PUYALLUP BY DEED RECORDED UNDER RECORDING NO. 200907210800.

ALL PARCELS SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

# EXHIBIT A

## SANITARY SEWER LIFT STATION EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN, CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON, SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTH  $88^{\circ} 16' 11''$  EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, AND MONUMENTED LINE OF 39TH AVENUE SOUTHWEST, 535.51 FEET;

THENCE NORTH  $01^{\circ} 43' 49''$  EAST 45.00 FEET TO THE NORTH MARGIN OF SAID 39TH AVENUE SOUTHWEST AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH  $01^{\circ} 43' 49''$  EAST 37.00 FEET;

THENCE SOUTH  $88^{\circ} 16' 11''$  EAST 46.87 FEET;

THENCE SOUTH  $01^{\circ} 43' 49''$  WEST 31.84 FEET;

THENCE SOUTH  $88^{\circ} 16' 11''$  EAST 10.51 FEET;

THENCE SOUTH  $01^{\circ} 43' 49''$  WEST 5.16 FEET TO SAID NORTH MARGIN OF SAID 39TH AVENUE SOUTHWEST;

THENCE NORTH  $88^{\circ} 16' 11''$  WEST, ALONG SAID NORTH MARGIN, 57.38 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,788± SQ. FT.

DESIRAE SCHILLING, PLS, LICENSE NO. 49289  
SITTS & HILL ENGINEERS, INC.  
4815 CENTER STREET  
TACOMA, WA 98409



1-11-22

**EXHIBIT B**  
**ILLUSTRATIVE MAP OF EASEMENT AREA**



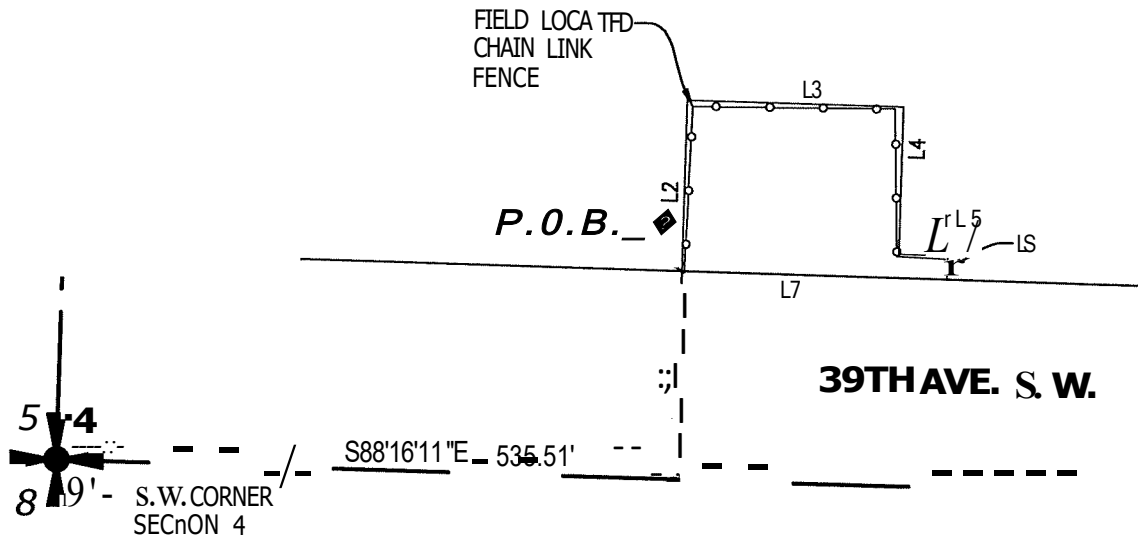
EXHIBIT B



**NORTH**

SCALE: 1"=40'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°43'49"E	45.00'
L2	N01°43'49"E	37.00'
L3	S88°15'11"E	46.87'
L4	S01°43'49"W	31.84'
L5	S88°15'11"E	10.51'
L6	S01°43'49"W	5.15'
L7	N88°15'11"W	57.38'



SANITARY SEWER UFT PREPARED  
 STATION EASEMENT  
 TPN 0419043117  
 EXHIBIT B

BV...SHEET...  
**sitts&hill**  
 CIVIL STRUCTURAL SURVEY  
 4815 CENTER STREET TACOMA, WA 98409  
 PHONE: (253)474-9449 <http://www.sitts&hill.com/>

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 PROJECT NO.  
 18328