

**Excise Tax Exempt**  
 Pierce County, WA  
 05/12/2026 4:05 PM  
 Electronically Submitted  
 TBYE

**202605120471**  
**Electronically Recorded**  
 Pierce County, WA TBYE  
 05/12/2026 4:05 PM  
 Pages: 5 Fee: \$307.50

After recording return to:

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

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**Document Title:** Easement  
**Grantor:** East Town Crossing, LLC  
**Grantee:** City of Puyallup  
**Abbreviated Legal Description:** Portion of Lot 3, BLA Pierce County AFN 202505295001  
**Complete Legal Description:** See Exhibit "A"  
**Assessor's Property Tax Parcel or Account Number:** 0420351082  
**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, a 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.** Grantee shall have the 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.

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

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

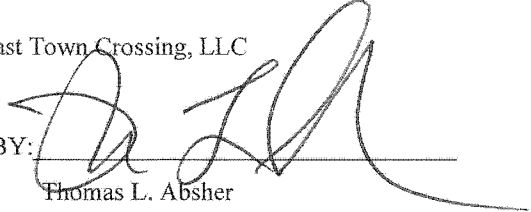
**5. Venue.** The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

*<Signature page to follow>*

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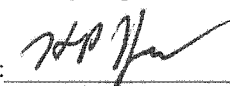
East Town Crossing, LLC

Dated: 5/12/2026

BY:   
 Thomas L. Absher  
 Managing Member

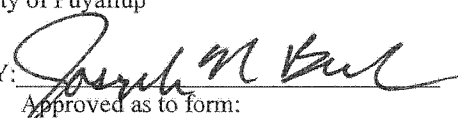
City of Puyallup

Dated: 5/12/2026

BY:   
 Accepted by:  
 Hans P. Hunger  
 City Engineer

City of Puyallup

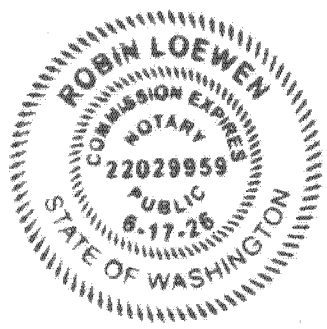
Dated: 5/12/2026

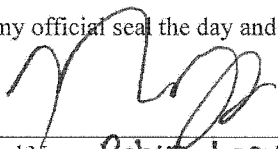
BY:   
 Approved as to form:  
 Joseph N. Beck  
 City Attorney

STATE OF Washington )  
 )  
 COUNTY OF Pierce ) -ss

On this 12<sup>th</sup> day of May, 2026, before me personally appeared Thomas L. Absher, to me known to be the Managing Member of East Town Crossing, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, 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 company.

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



  
 Printed Name: Robin Loewen  
 Notary Public in and for the State of Washington  
 Residing in: Puyallup, WA  
 My appointment expires: 6/17/2026

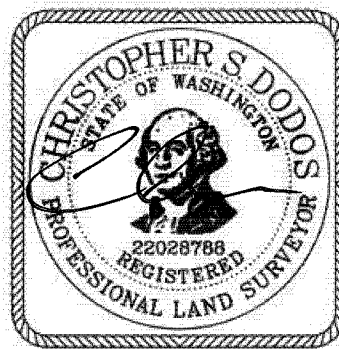
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**EXHIBIT "A"**  
**(LEGAL DESCRIPTION FOR ACCESS EASEMENT)**

THAT PORTION OF LOT 3 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 202505295001 IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 3 OF SAID BOUNDARY LINE ADJUSTMENT, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THE RADIUS OF WHICH BEARS SOUTH 87°15'01" EAST, 20.00 FEET (THE CHORD OF WHICH BEARS SOUTH 43°03'40" EAST, 28.68 FEET); THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°37'19", AN ARC DISTANCE OF 31.98 FEET;  
THENCE SOUTH 88°52'18" EAST, A DISTANCE OF 13.17 FEET;  
THENCE SOUTH 01°06'38" WEST, A DISTANCE OF 69.28 FEET;  
THENCE NORTH 88°53'23" WEST, A DISTANCE OF 15.40 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (THE CHORD OF WHICH BEARS SOUTH 46°06'37" WEST, 28.28 FEET); THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF SHAW ROAD EAST PER DEDICATION RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 202505130207;  
THENCE ALONG SAID MARGIN, NORTH 02°16'50" EAST, A DISTANCE OF 109.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,547 SQUARE FEET, OR 0.06 ACRES, MORE OR LESS.



03/13/2026

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EXHIBIT "B"

