

202606050103

Electronically Recorded

Pierce County, WA XTINOCO
06/05/2026 10:27 AM

Pages: 8 Fee: \$614.00

After recording return to:

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

Document Title: Private Street Maintenance Agreement and Restrictive Covenant

Grantor: East Town Crossing, LLC

Grantee: City of Puyallup

Abbreviated Legal Description: A portion of the SE ¼ of the SE ¼ of Sec 26, and the NE ¼ of the NE ¼ of Sec 35, T20N, R04E

Complete Legal Description: See Exhibit A, pages 5-6

Assessor's Property Tax Parcel or Account Number: 0420351082

**PRIVATE STREET
MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT
(Corporate Form)**

THIS PRIVATE STREET MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT is made this 3rd day of JUNE, 2026, by East Town Crossing, LLC, a Washington limited liability company ("Grantor") and the City of Puyallup, a Washington municipal corporation ("Grantee").

Recitals

Grantor is the owner of certain real Property in the City of Puyallup, Washington, described as set forth in Exhibit "A" and referred to in this Agreement as the "Property." Grantor desires to construct a development on said Property, which development is known as East Town Crossing. In conjunction with this development, Grantor is constructing or improving a private street that must meet the regulatory requests of Grantee.

Grantor and Grantee hereby covenant and agree as follows:

1.0 Construction

1.1 In connection with Grantor's proposed development of the Property, Grantee has required and Grantor has agreed to construct or improve a private street ("Street"). The Street is described and shown on a construction drawing prepared by the engineering firm of AHBL, approved by the City on June 6, 2024, February 4, 2025, and April 10, 2025, and as conditioned under Permit Nos. PRCCP20230970, PRCCP20240808, and PRCCP20240569, respectively. The limits of the Street are shown on Exhibit "B".

1.2 As a condition of project approval, Grantor has agreed to enter into this Agreement to ensure that the Street is constructed and maintained in accordance with the approved plans.

1.3 Grantor shall construct the street in accordance with the approved plans.

2.0 Maintenance

Grantor, its heirs, successors or assigns agree to maintain the Street in perpetuity.

3.0 No Removal

No part of the Street shall be altered or removed except as necessary for maintenance, repair or replacement, except as may be agreed to in writing by the parties.

4.0 Access

Grantor hereby grants to Grantee the right to enter upon the property to inspect the Street and to provide necessary maintenance as set forth in Section 5 below.

5.0 Failure to Maintain

If Grantor fails to adequately maintain or repair the Street, Grantee shall provide Grantor with oral or written notice of such failure to adequately maintain or repair the Street. Following receipt of such notice, Grantee shall provide Grantor with a reasonable opportunity to adequately repair the Street; provided, however, that in the event of an emergency, Grantee has the right to repair the Street without notice to Grantor. In the event Grantee performs any maintenance or repair on the Street, Grantee shall charge Grantor, and Grantor shall pay, the reasonable costs of such work. If Grantee is required to bring action to recover such costs, Grantee shall also recover its reasonable attorney's fees and costs, together with interest at the rate of twelve percent (12%) per annum.

6.0 Enforcement

This Agreement may be enforced by Grantee in law or equity against the Grantor, its heirs, successors and assigns.

GRANTEE: City of Puyallup, a Washington municipal corporation

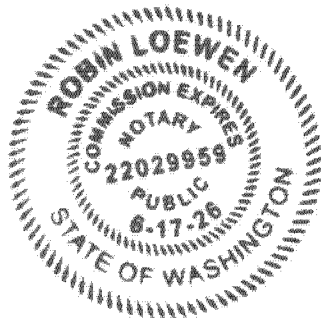
Dated: 6/3/2026 By: [Signature]
Accepted by:
Hans P. Hunger P.E., (City Engineer)

Dated: 6/4/2026 By: [Signature]
DocuSigned by:
Approved as to form:
Joseph N. Beck (City Attorney)

STATE OF Washington)
)
COUNTY OF Pierce) -SS

On this 3rd day of June, 2026, before me personally appeared Hans P. Hunger, to me known to be the City Engineer of the City of Puyallup that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal 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 municipal 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: Robin Loewen
Notary Public in and for the State of: WA
Residing in: Puyallup, WA
My appointment expires 6/17/2026

EXHIBIT "A"

(LEGAL DESCRIPTION FOR STREET MAINTENANCE COVENANT)

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:

COMMENCING 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 14.56 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTON:

THENCE SOUTH 88°55'40" EAST, A DISTANCE OF 69.99 FEET; THENCE SOUTH 01°04'20" WEST, A DISTANCE OF 35.98 FEET; THENCE NORTH 88°55'40" WEST, A DISTANCE OF 73.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°39'26" AN ARC DISTANCE OF 34.61 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 NORTH 02°16'50" EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 52.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST FROM WHICH THE RADIUS BEARS NORTH 32°20'30" EAST, 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°16'09", AN ARC DISTANCE OF 19.10 FEET (THE CHORD OF WHICH BEARS SOUTH 73°17'35" EAST, 18.87 FEET); THENCE SOUTH 88°55'40" EAST, A DISTANCE OF 15.61 FEET TO THE **POINT OF BEGINNING**.

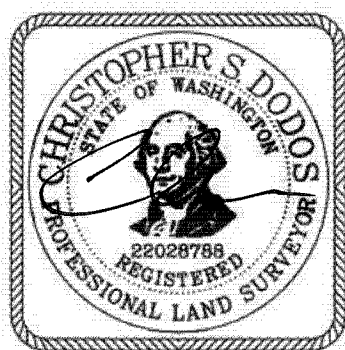
TOGETHER WITH THAT PORTION OF LOT 3 OF SAID BOUNDARY LINE ADJUSTMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, SAID CORNER BEING A POINT ON THE SOUTH RIGHT OF WAY MARGIN OF PIONEER WAY EAST; THENCE NORTH 74°07'22" WEST, ALONG SAID MARGIN, A DISTANCE OF 165.61 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

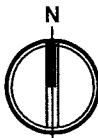
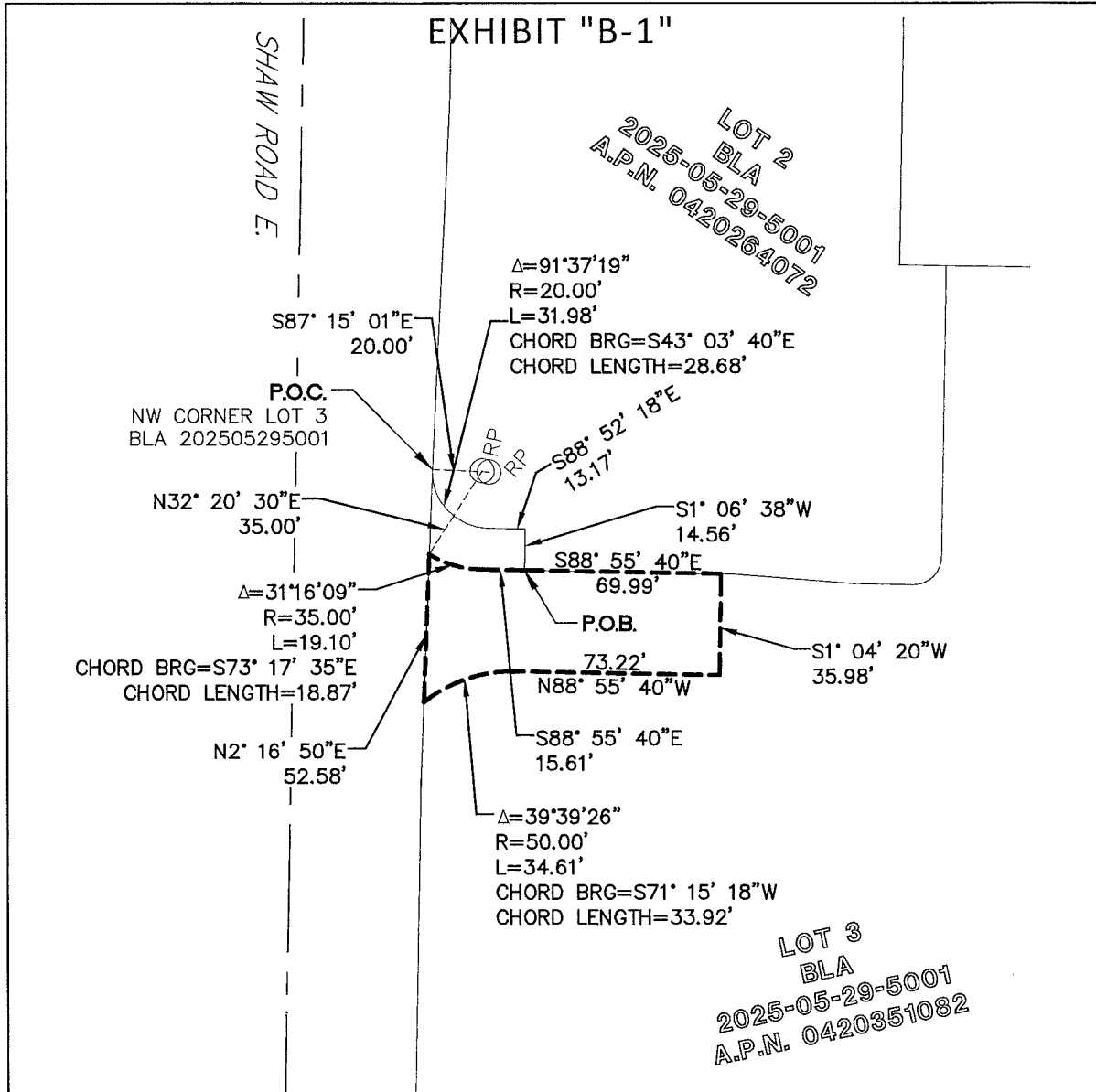
THENCE CONTINUING ALONG SAID MARGIN NORTH 74°07'22" WEST, A DISTANCE OF 53.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS BEARS SOUTH 69°47'56" WEST, 45.00 FEET (THE CHORD OF WHICH BEARS SOUTH 02°09'43" EAST, 27.87 FEET); THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°04'42", AN ARC DISTANCE OF 28.34 FEET; THENCE SOUTH 15°53'01" WEST, A DISTANCE OF 53.15 FEET; THENCE SOUTH 74°07'22" EAST, A DISTANCE OF 36.02 FEET; THENCE NORTH 15°53'01" EAST, A DISTANCE OF 53.15 FEET TO THE

BEGINNING OF A TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS BEARS SOUTH 74°07'22" EAST, 45.00 FEET (THE CHORD OF WHICH BEARS NORTH 33°54'58" EAST, 27.87 FEET); THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°04'42", AN ARC DISTANCE OF 28.34 FEET TO THE **POINT OF BEGINNING**.

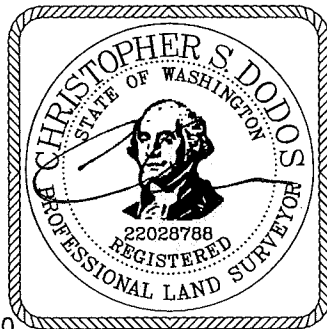
CONTAINING 6,911 SQUARE FEET, MORE OR LESS (COMBINED).



05/01/2026



1"=60'



JOB NO. 2230752.50
5/1/2026
05/01/2026
PRIVATE STREET MAINTENANCE COVENANT
LEGAL BY: CD EXHIBIT BY: GD
NE 1/4, NE 1/4, S35, T20N, R4E



2215 North 30th Street,
Suite 200,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

