



First American

First American Title Insurance Company

**712 Shaw Road E
Puyallup, WA 98372**

October 27, 2020

Dawn Markakis
CES Northwest
429 29th Street NE, Suite D
Puyallup, WA 98372

Phone: (253)848-4282

Fax:

Title Officer:	Bronwyn Shoemaker
Phone:	(253)382-2811
Fax No.:	(866)651-5629
E-Mail:	bshoemaker@firstam.com
Order Number:	3020533

Escrow Number:	3020533
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Buyer:	Chen
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Owner:	Chen
Property:	2301 23rd Street SE, XXX 24th Street Place SE Puyallup, Washington 98372

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-3020533

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

CES Northwest

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
- The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606



First American Title



First American

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3020533

THIRD REPORT

Order No.: 3020533

Liability: \$2000.00

Fee: \$350.00

Tax: \$34.65

Name of Assured: CES Northwest

Date of Guarantee: October 19, 2020

The assurances referred to on the face page hereof are:

1. Title is vested in:

PETER Y. CHEN AND BETH LIU, HUSBAND AND WIFE

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Washington.

D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3020533

RECORD MATTERS

1. General Taxes for the year 2020. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 0420353027

1st Half

Amount Billed:	\$ 806.92
Amount Paid:	\$ 806.92
Amount Due:	\$ 0.00
Assessed Land Value:	\$ 340,500.00
Assessed Improvement Value:	\$ 0.00

2nd Half

Amount Billed:	\$ 806.93
Amount Paid:	\$ 0.00
Amount Due:	\$ 806.93
Assessed Land Value:	\$ 340,500.00
Assessed Improvement Value:	\$ 0.00

2. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for sewer, water and public facilities of City of Puyallup as disclosed by instrument recorded under recording no. [8410300185](#).
3. **Potential taxes, penalties and interest incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Farm and Agriculture was given by the Pierce County Assessor on July 31, 1972 under recording no. [2457397](#).**

If the subject property is to continue under the special valuation, the notice of compliance on the forthcoming Excise Tax Affidavit must be properly completed and submitted for approval to the Assessor's Office before or at the time of recordation of the conveyance. Additional time will be required for this process.

If the subject property will not continue under the special valuation, Pierce County will not accept an instrument of conveyance for recording unless the compensating tax has been paid.

Affects: Parcel A

4. **Potential taxes, penalties and interest incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Open Space was given by the Pierce County Assessor on May 20, 2013 under recording no. [201306040189](#).**

If the subject property is to continue under the special valuation, the notice of compliance on the forthcoming Excise Tax Affidavit must be properly completed and submitted for approval to the Assessor's Office before or at the time of recordation of the conveyance. Additional time will be required for this process.

If the subject property will not continue under the special valuation, Pierce County will not accept an instrument of conveyance for recording unless the compensating tax has been paid.

Affects: Parcel A & B

5. Easement, including terms and provisions contained therein:
Recorded: April 10, 1950
Recording Information: [1549950](#)
In Favor Of: Puget Sound Energy, Inc., a Washington corporation
For: Electric and/or gas transmission and/or distribution system
6. The terms and provisions contained in the document entitled "Right-of-Entry for Construction"
Recorded: October 22, 1982
Recording No.: [8210220174](#)
7. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat recorded under recording number [8105200168](#).
8. The terms and provisions contained in the document entitled "Affidavit with Proper Notarization"
Recorded: June 18, 2007
Recording No.: [200706180531](#)
9. Easement, including terms and provisions contained therein:
Recording Information: [201506220928](#)
In Favor of: City of Puyallup
For: utilities
Affects: Northerly portion Parcel A
10. Easement, including terms and provisions contained therein:
Recording Information: [201710300359](#)
For: Utilities (to inspect, repair, alter, modify, replace, remove, maintenance and repair of Utilities easement)
11. Easement, including terms and provisions contained therein:
Recording Information: [201710300360](#)
For: Ingress, Egress and Utilities
12. The terms and provisions contained in the document entitled "Declaration of Covenant for Easements"
Recorded: January 26, 2018
Recording No.: [201801260677](#)

13. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):

Recorded: April 16, 2018
Recording Information: [201804165001](#)

Informational Notes, if any

- A. General taxes for the year 2020, which have been paid.

Tax Account No.:	0420357011
Code Area:	096
Amount:	\$ 15.96
Assessed Land Value:	\$ 2,700.00
Assessed Improvement Value:	\$ 0.00

- B. We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.



First American

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3020533

The land in the County of Pierce, State of Washington, described as follows:

PARCEL A:

REVISED PARCEL 2 OF CITY OF PUYALLUP BOUNDARY LINE REVISION NO. P-17-0060, RECORDED APRIL 16, 2018 UNDER RECORDING NO. [201804165001](#), RECORDS OF PIERCE COUNTY, WASHINGTON.

PARCEL B:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF PIERCE COUNTY SHORT PLAT NO. [8105200168](#), BEING CITY OF PUYALLUP SHORT PLAT NO. SP169-81, ACCORDING TO PLAT RECORDED MAY 20, 1981;

THENCE ALONG THE WEST LINE OF SAID LOT 2, SOUTH 01°17'47" EAST, 532.40 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT;

THENCE ALONG THE NORTH LINE OF SAID LOT 1, NORTH 89°49'07" EAST 4.70 FEET;

THENCE NORTH 00°22'05" WEST, 78.00 FEET;

THENCE NORTH 00°49'54" WEST, 128.70 FEET;

THENCE NORTH 00°32'11" WEST, 325.48 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE ALONG THE SAID NORTH LINE, NORTH 89°29'52" WEST, 11.33 FEET TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

AUDITOR'S FEE NO. 8410300185

MAP - CITY OF PUYALLUP

AMENDS MAP RECORDED SEPT. 21, 1984

AUDITORS FEE NO. 8409210256

DATE : OCT 30 1984

TIME : 11:36 am

FEE: 6⁰⁰

Auditor's Note:
Map filed in vault
in Map File Folder.
OVER SIZED -

201710300359 PPRICE 5 PGS
10/30/2017 09:23:29 AM \$78.00
AUDITOR, Pierce County, WASHINGTON

After Recording
Return to:

Sitts and Hill Engineers, Inc.
4815 Center Street
Tacoma, WA 98409

UTILITIES EASEMENT

Tax Nos. 04-20-35-2026 and 04-20-35-2027

Peter Y. Chen and Beth Liu, husband and wife, as the owner of that real property described as follows:

**THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,974.60 FEET;
THENCE NORTH 00°02'48" WEST, 615.92 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°57'35" WEST, 292.30 FEET;
THENCE NORTH 60°29'23" WEST, 44.88 FEET;
THENCE NORTH 14°08'31" WEST, 219.64 FEET;
THENCE NORTH 87°53'22" WEST, 243.13 FEET;
THENCE NORTH 00°15'22" EAST, 226.43 FEET;
THENCE NORTH 26°25'49" WEST, 143.38 FEET;
THENCE SOUTH 87°52'20" EAST, 130.65 FEET;
THENCE NORTH 01°03'13" EAST, 122.62 FEET;
THENCE NORTH 88°18'00" WEST, 60.85 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE NORTH 00°53'14" EAST 30 FEET ALONG SAID EAST LINE, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 88°18'00" EAST 617.28 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 00°02'48" EAST, 750.69 FEET TO THE TRUE POINT OF BEGINNING**

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

EXCISE TAX EXEMPT DATE 10/30/17

Pierce County

By *Pm* *Pm* Auth. Sig.

(HEREINAFTER: “Burdened Property”)

For a valuable consideration hereby bargain, sell and convey to:

Peter Y. Chen and Beth Liu, husband and wife, as the owner of that real property described as follows:

That portion of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the southwest quarter of said Section 35; Thence east along the south line of said Southwest Quarter a distance of 1974.60 feet:

Thence north 00 ° 02 ‘48 “West 615.92 feet;

Thence north 00 ° 02 ‘48 “West 750.69 feet to the north line of the south half of said southwest quarter;

Thence north 88 ° 18 ‘00 “ west 615.78 feet along said north line to the northeast corner of the southwest quarter of the southwest quarter of said section 35;

Thence south 00 ° 53 ‘14 “ west along the east line of the southwest quarter of the southwest quarter of said section 30.00 feet to the point of beginning;

Thence south 88 ° 18 ‘00 “east 60.85 feet;

Thence south 01 ° 03 ‘13 “west 122.62 feet;

Thence north 87 ° 52 ‘20 “west 130.65 feet

Thence north 01 ° 09 ‘03 “east 121.64 feet;

Thence south 88 ° 18 ‘00 “east 69.57 feet to the point of beginning

Situate in the County of Pierce, State of Washington

(Hereinafter: “Benefitted Property”),

A non-exclusive easement for Utilities, including the associated operation and maintenance thereof, over the following described portion of said Burdened Property: (Hereinafter “Easement Area”

That portion of the southeast quarter of the southwest quarter of section 35, Township 20 North Range 4 East of the Willamette Meridian, more particularly described as follows:

The south 5.00 feet of the north 30 feet of the west 60.89 feet of the southeast quarter of the southwest quarter of said section 35, Township 20 North Range 04 East

Except any portion thereof lying within existing public right-of-way

Situate in the County of Pierce, State of Washington

Said Utilities Easement is graphically depicted on the attached Exhibit “A”, incorporated herein by reference.

Together with the right of Grantees to enter upon, over and along said Easement Area from time to time, after notice reasonable in the circumstances, at times as may be necessary, to inspect, repair, alter, modify, replace, remove, and/or update to present and future technological standards the improvements contained therein.


It is agreed that Grantee, their successors and assigns shall have sole responsibility for the maintenance and repair of said Utilities Easement.

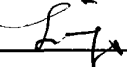
No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the Grantee's use of the Easement Area for the purposes herein defined.

This easement is a covenant running with the land and shall be binding upon the Grantors, Grantees and their respective successors, heirs and assigns.

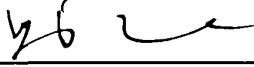
In any suit or other proceeding brought by any of the parties to this easement arising out of or pertaining to this easement the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and all costs and expensed from the substantially non-prevailing party, in addition to any other relief.


Grantor: Peter Y. Chen and Beth Liu, Husband and Wife





Grantee: Peter Y. Chen and Beth Liu, Husband and Wife

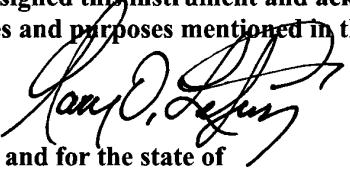


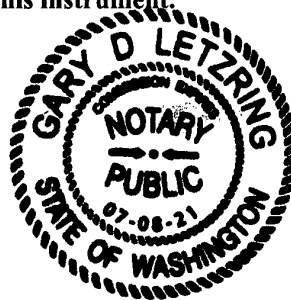


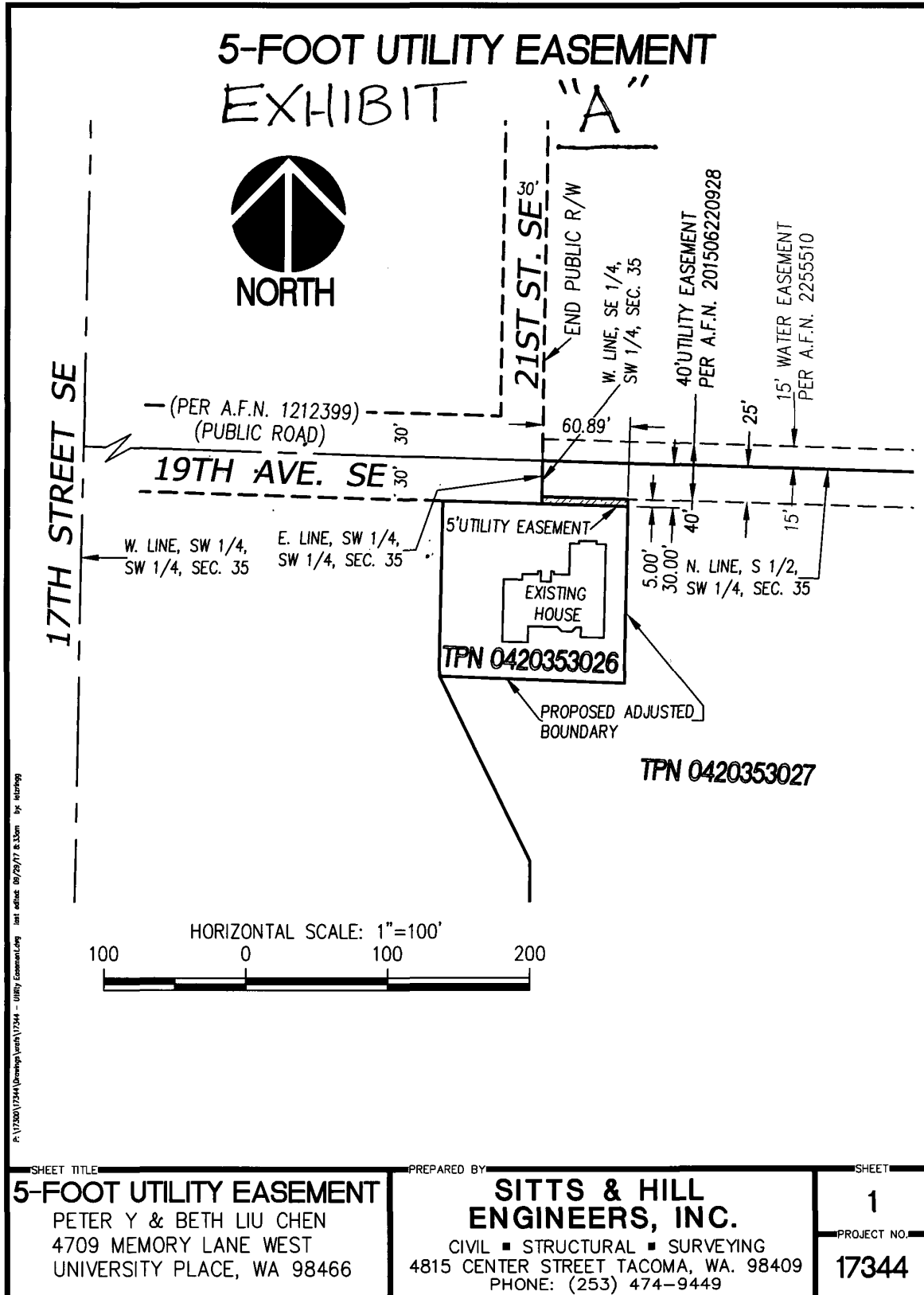
STATE OF)
)-ss
COUNTY OF)

I certify that I know or have satisfactory evidence that Peter Y. Chen and Beth Liu, Husband and Wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/30/2017


Notary Public in and for the state of
My appointment expires: 7/8/21





SHEET TITLE
5-FOOT UTILITY EASEMENT
 PETER Y & BETH LIU CHEN
 4709 MEMORY LANE WEST
 UNIVERSITY PLACE, WA 98466

PREPARED BY
**SITTS & HILL
 ENGINEERS, INC.**
 CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET TACOMA, WA. 98409
 PHONE: (253) 474-9449

SHEET
1
 PROJECT NO.
17344



After Recording
Return to:

Sitts and Hill Engineers, Inc.
4815 Center Street
Tacoma, WA 98409

INGRESS, EGRESS AND UTILITIES EASEMENT

Tax Nos. 04-20-35-2026 and 04-20-35-2027

Peter Y. Chen and Beth Liu, husband and wife, as the owner of that real property described as follows:

That portion of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the southwest quarter of said Section 35;
Thence east along the south line of said Southwest Quarter a distance of 1974.60 feet;

Thence north $00^{\circ} 02' 48''$ West 615.92 feet;

Thence north $00^{\circ} 02' 48''$ West 750.69 feet to the north line of the south half of said southwest quarter;

Thence north $88^{\circ} 18' 00''$ west 617.28 feet along said north line to the northeast corner of the southwest quarter of the southwest quarter of said section 35;

Thence south $00^{\circ} 53' 14''$ west along the east line of the southwest quarter of the southwest quarter of said section 30.00 feet to the point of beginning;

Thence south $88^{\circ} 18' 00''$ east 60.85 feet;

Thence south $01^{\circ} 03' 13''$ west 122.62 feet;

Thence north $87^{\circ} 52' 20''$ west 130.65 feet

Thence north $01^{\circ} 09' 03''$ east 121.64 feet;

Thence south $88^{\circ} 18' 00''$ east 69.57 feet to the point of beginning

Situate in the County of Pierce, State of Washington

(HEREINAFTER: "Burdened Property")

EXCISE TAX EXEMPT DATE

Pierce County

By

Auth. Sig.

For a valuable consideration hereby bargain, sell and convey to:

Peter Y. Chen and Beth Liu, husband and wife, as the owner of that real property described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST
QUARTER OF SAID SECTION 35;
THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST
QUARTER, A DISTANCE OF 1,974.60 FEET;
THENCE NORTH 00°02'48" WEST, 615.92 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 88°57'35" WEST, 292.30 FEET;
THENCE NORTH 60°29'23" WEST, 44.88 FEET;
THENCE NORTH 14°08'31" WEST, 219.64 FEET;
THENCE NORTH 87°53'22" WEST, 243.13 FEET;
THENCE NORTH 00°15'22" EAST, 226.43 FEET;
THENCE NORTH 26°25'49" WEST, 143.38 FEET;
THENCE SOUTH 87°52'20" EAST, 130.65 FEET;
THENCE NORTH 01°03'13" EAST, 122.62 FEET;
THENCE NORTH 88°18'00" WEST, 60.85 FEET TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID
SECTION 35;
THENCE NORTH 00°53'14" EAST 30.00 FEET ALONG SAID EAST LINE TO
THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 88°18'00" EAST, 617.28 FEET ALONG THE NORTH LINE OF
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 00°02'48" EAST, 750.69 FEET TO THE TRUE POINT OF
BEGINNING

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

(Hereinafter: "Benefitted Property"),

A non-exclusive easement for a Ingress, Egress and Utilities, including the associated operation and maintenance thereof, over the following described portion of said Burdened Property: (Hereinafter "Easement Area")

The West 24 feet of the following described Property:

That portion of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the southwest quarter of said Section 35;
Thence east along the south line of said Southwest Quarter a distance of 1974.52 feet:

Thence north $00^{\circ} 02' 48''$ " West 1366.61 feet to the north line of the south half of said southwest quarter;

Thence north $88^{\circ} 18' 00''$ " west 617.28 feet along said north line to the northeast corner of the southwest quarter of the southwest quarter of said section 35;

Thence south $00^{\circ} 53' 14''$ "west along the east line of the southwest quarter of the southwest quarter of said section 35 30.00 feet to the point of beginning;

Thence south $88^{\circ} 18' 00''$ "east 60.85 feet;

Thence south $01^{\circ} 03' 13''$ "west 122.62 feet;

Thence north $87^{\circ} 52' 20''$ "west 130.65 feet

Thence north $01^{\circ} 09' 03''$ "east 121.64 feet;

Thence south $88^{\circ} 18' 00''$ "east 69.57 feet to the point of beginning

Situate in the County of Pierce, State of Washington

Said Ingress, Egress and Utilities Easement is graphically depicted on the attached Exhibit "A", incorporated herein by reference.

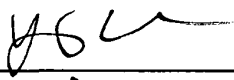
Together with the right of Grantees to enter upon, over and along said Easement Area from time to time, after notice reasonable in the circumstances, at times as may be necessary, to inspect, repair, alter, modify, replace, remove, and/or update to present and future technological standards the improvements contained therein.

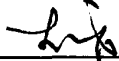
It is agreed that Grantee, their successors and assigns shall have sole responsibility for the maintenance and repair of said Ingress, Egress and Utilities Easement. No obstructions of any kind whatsoever shall be allowed within the Easement Area that would impede the Grantee's use of the Easement Area for the purposes herein defined.

This easement is a covenant running with the land and shall be binding upon the Grantors, Grantees and their respective successors, heirs and assigns.


In any suit or other proceeding brought by any of the parties to this easement arising out of or pertaining to this easement the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and all costs and expensed from the substantially non-prevailing party, in addition to any other relief.

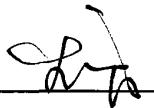
Grantor: Peter Y. Chen and Beth Liu, Husband and Wife





Grantee: Peter Y. Chen and Beth Liu, Husband and Wife

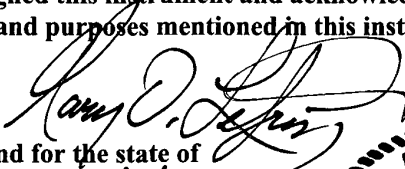


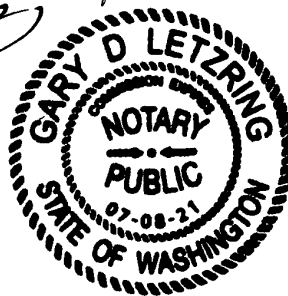


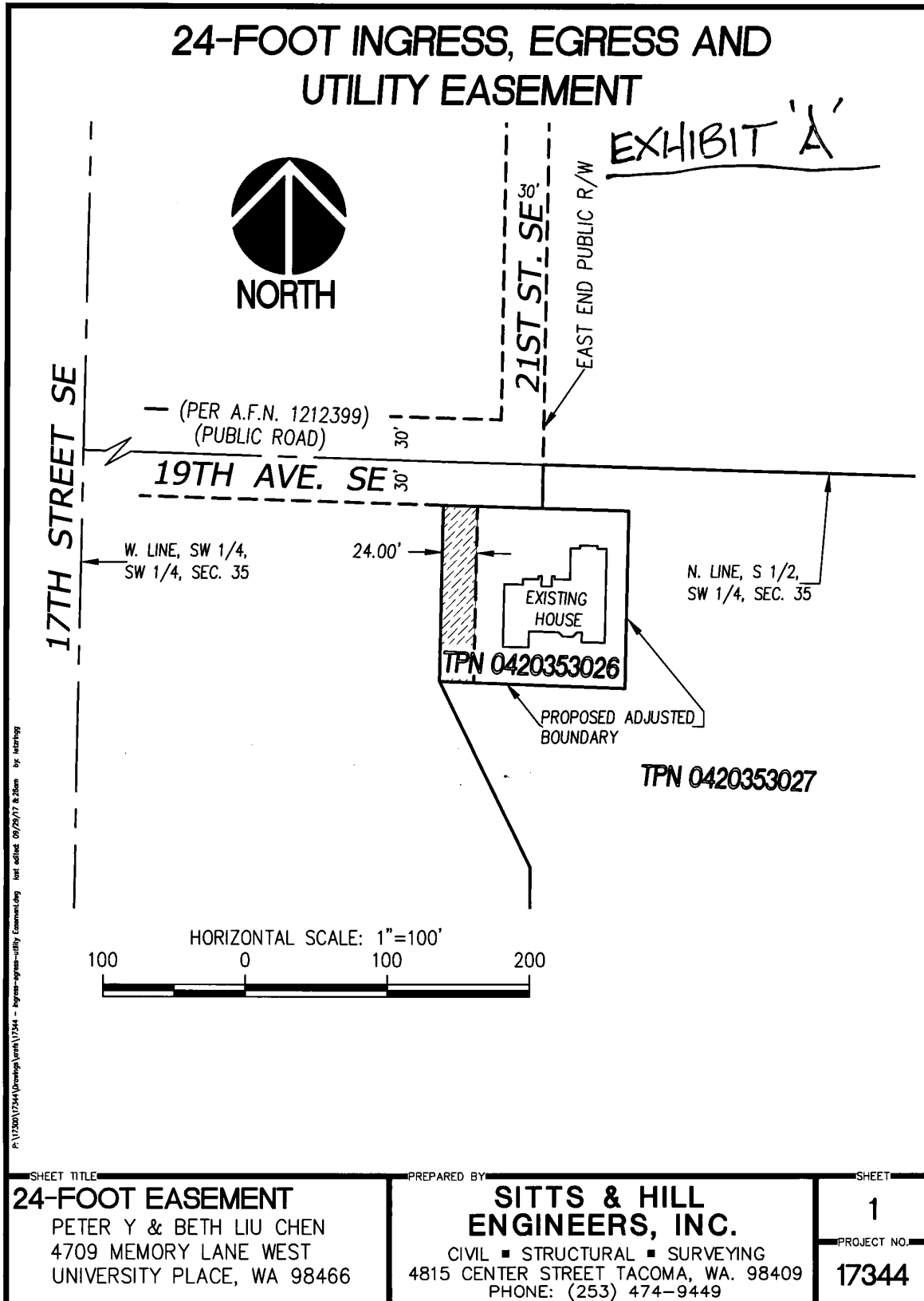
STATE OF)
)-ss
COUNTY OF)

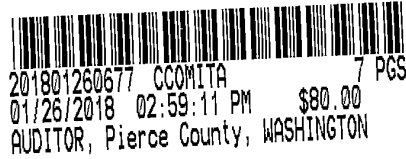
I certify that I know or have satisfactory evidence that Peter Y. Chen and Beth Liu, Husband and Wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/30/2017


Notary Public in and for the state of
My appointment expires: 7/8/21







After recording return to:
City Clerk
City of Puyallup
333 South Meridian
Puyallup, WA 98371

Document Title: Declaration of Covenant for Easements

Grantor: Peter Y. Chen and Beth Liu

Grantee: City of Puyallup

Abbreviated Legal Description: SW and SE SW 35 20N 4E

Assessor's Property Tax Parcel or Account Number: 04-20-35-3026 and 04-20-35-3027

Declaration of Covenant for Easements

Whereas, Peter Y. Chen and Beth Liu, Husband and Wife, is the owner of the real property benefited by this Covenant ("benefited property") and the real property burdened by this Covenant ("burdened property"); and

Whereas, the City of Puyallup is a Municipal Corporation with the authority to grant a boundary line adjustment under the laws of the State of Washington and Puyallup Municipal Code; and

Whereas to provide an easement for utility service(s) to both properties that will be result from a future Boundary Line Revision, Peter Y. Chen and Beth Liu, Husband and Wife, Grantor, intends to establish an easement over a portion of the above described property; and

Whereas the benefited property is real property located in the City of Puyallup, Pierce County, Washington, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION FOR "NEW LOT 1": and

Whereas the burdened property is real property located in the City of Puyallup, Pierce County, Washington, described as follows:

SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION FOR "NEW LOT 2"; and

Whereas an agreement for the purpose of establishing a access and utility easement over the burdened property for the benefit of the benefited property is required by the City of Puyallup in connection with the City's approval of a boundary line adjustment.

EXCISE TAX EXEMPT DATE 1/26/2018
By [Signature] Pierce County Auth. Sig.

Now therefore, Peter Y. Chen and Beth Liu, Husband and Wife, Grantor, by this Covenant to the City of Puyallup does hereby agree upon sale and/or transfer of either the benefitted or burdened property to create, establish, declare and impose a non-exclusive easement for ingress, egress and utilities over, under and across the following described property:

The West 24 feet of the following described Property:

That portion of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the southwest quarter of said Section 35; Thence east along the south line of said Southwest Quarter a distance of 1974.52 feet; Thence north 00 ° 02 ' 48 " West 1366.61 feet to the north line of the south half of said southwest quarter; Thence north 88 ° 18 ' 00 " west 617.28 feet along said north line to the northeast corner of the southwest quarter of the southwest quarter of said section 35; Thence south 00 ° 53 '14 "west along the east line of the southwest quarter of the southwest quarter of said section 35 30.00 feet to the point of beginning; Thence south 88 ° 18 '00 "east 60.85 feet; Thence south 01 ° 03 '13 "west 122.62 feet; Thence north 87 ° 52 '20 "west 130.65 feet Thence north 01 ° 09 '03 "east 121.64 feet; Thence south 88 ° 18 '00 "east 69.57 feet to the point of beginning.

Situate in the County of Pierce, State of Washington

Now also, Peter Y. Chen and Beth Liu, Husband and Wife, Grantor, by this Covenant to the City of Puyallup does hereby agree upon sale and/or transfer of either the benefitted or burdened property to create, establish, declare and impose a non-exclusive easement for utilities over, under and across the following described property

That portion of the southeast quarter of the southwest quarter of section 35, Township 20 North Range 4 East of the Willamette Meridian, more particularly described as follows:

The south 5.00 feet of the north 30 feet of the west 60.89 feet of the southeast quarter of the southwest quarter of said section 35, Township 20 North Range 04 East

Except any portion thereof lying within existing public right-of-way

Situate in the County of Pierce, State of Washington

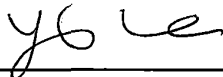
The easements established herein shall be appurtenant to and for the benefit of both future parcels and run with the land. Upon sale or conveyance in any manner of either the burdened or benefitted properties described above, the Grantor covenants and agrees with the Grantee to include and establish the utility easement which is the subject of this Declaration in any deed or other instrument of conveyance.

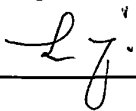
The costs of maintaining the ingress and egress portion of said easement shall be the expense of the owners, their successor or assigns, to be shared equally between the parties.

Upon recordation of this Covenant of Easement, the burdens of the easement shall be binding upon, and the benefits shall inure to, all successors in interest to the real property.


Tax Parcel No. 04-20-35-2026 and 04-20-35-2027

Dated this 20th day of Dec, 2017

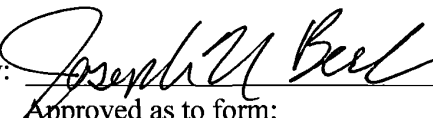
, Peter Y. Chen, Grantor

, Beth Liu, Grantor

Dated: Jan 24, 2018

By: 
City of Puyallup,
Accepted by:
Hans P. Hunger, P.E., (Acting City Engineer)

Dated: Jan 24, 2018

By: 
Approved as to form:
Joseph N. Beck (City Attorney)

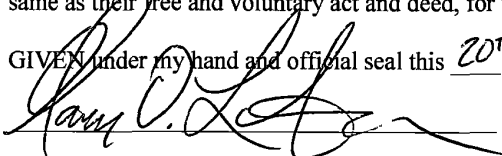
STATE OF WASHINGTON

) ss

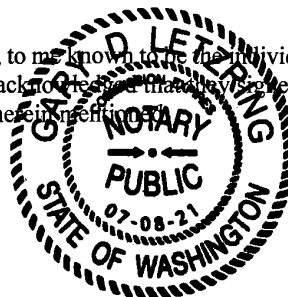
COUNTY OF PIERCE

On this day, before me personally appeared **Peter Y. Chen and Beth Liu**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of December 2017



Notary Public in and for the State of Washington,
residing at THURSTON COURT

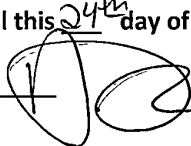



STATE OF WASHINGTON)

)ss.

County of Pierce)

I certify that I know or have satisfactory evidence that Hans P. Hunger, P.E. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the acting City Engineer of the City of Puyallup to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 24th day of January, 2018
Aimee D Pearson  

STATE OF WASHINGTON)

)ss.

County of Pierce)

I certify that I know or have satisfactory evidence that Joseph N. Beck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Attorney of the City of Puyallup to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


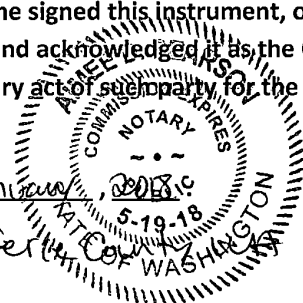
Given under my hand and official seal this 24th day of January, 2018
Aimee D Pearson  

EXHIBIT 'A'

NEW LOT 1 LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1974.60 FEET;
THENCE NORTH 00°02'48" WEST 615.92 FEET;
THENCE NORTH 00°02'48" WEST 750.69 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;
THENCE NORTH 88°18'00" WEST 617.28 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 00°53'14" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, 30.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 88°18'00" EAST 60.85 FEET;
THENCE SOUTH 01°03'13" WEST 122.62 FEET;
THENCE NORTH 87°52'20" WEST 130.65 FEET;
THENCE NORTH 01°09'03" EAST 121.64 FEET;
THENCE SOUTH 88°18'00" EAST 69.57 FEET TO THE POINT OF BEGINNING;

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



GARY D. LETZRING, PLS
REGISTRATION NO. 38013
SITTS & HILL ENGINEERS
4815 CENTER STREET, TACOMA, WA 98409
PROJECT NO. 17344

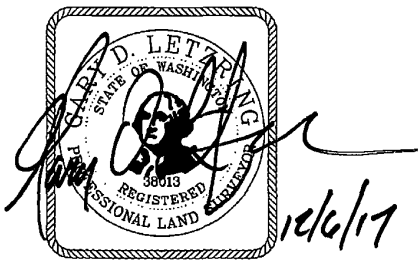
EXHIBIT 'B'

NEW LOT 2 LEGAL DESCRIPTION:

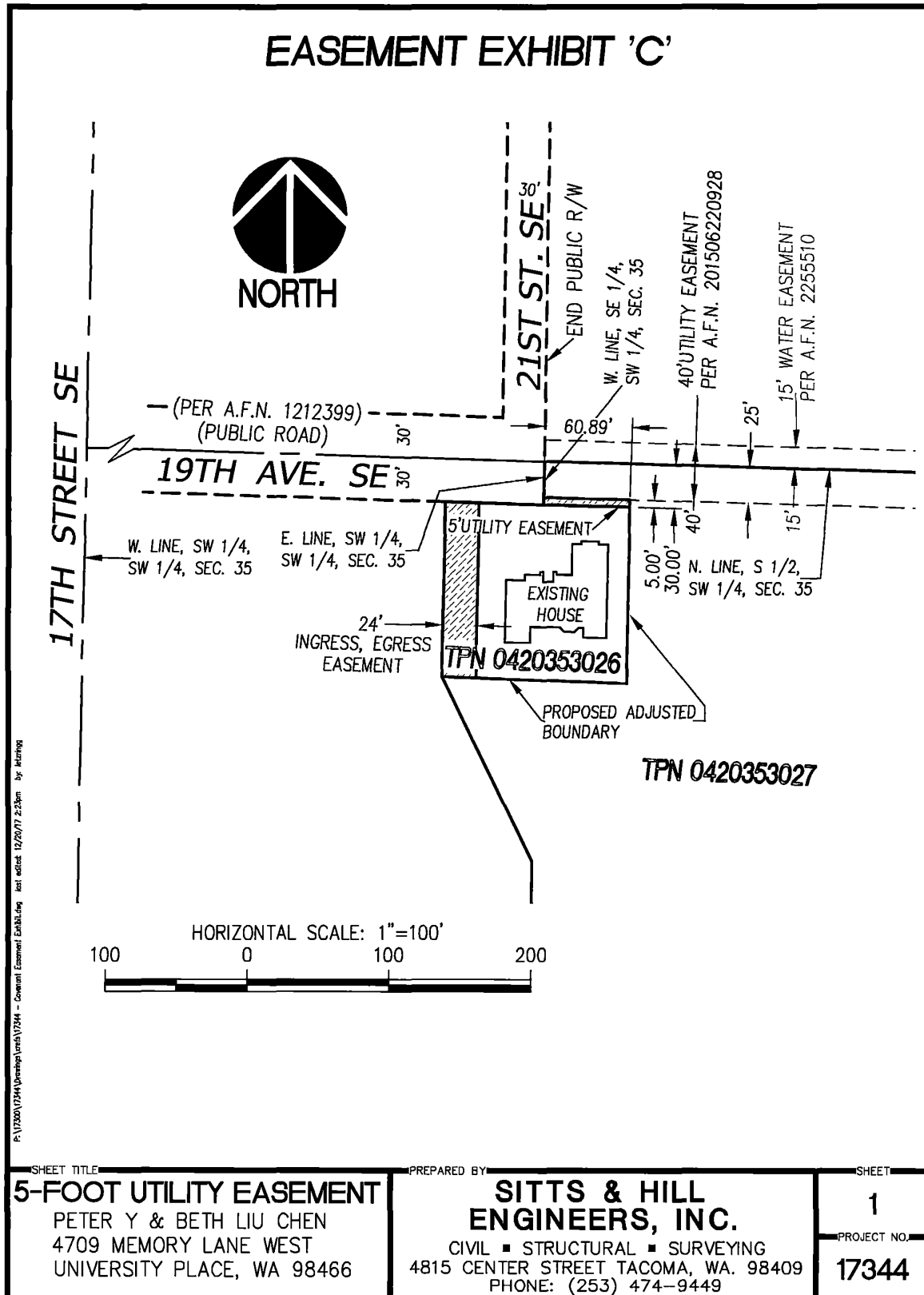
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 88°55'54" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1974.60 FEET;
THENCE NORTH 00°02'48" WEST 615.92 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 85°57'35" WEST 292.30 FEET;
THENCE NORTH 60°29'26" WEST 44.88 FEET;
THENCE NORTH 14°08'31" WEST 219.64 FEET;
THENCE NORTH 87°53'22" WEST 243.13 FEET;
THENCE NORTH 00°15'22" EAST 226.43 FEET;
THENCE NORTH 26°25'49" WEST 143.38 FEET;
THENCE SOUTH 87°52'20" EAST 130.65 FEET;
THENCE NORTH 01°03'13" EAST 122.62 FEET;
THENCE NORTH 88°18'00" WEST 60.85 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE NORTH 00°53'14" EAST 30.00 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 88°18'00" EAST 617.28 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 00°02'48" EAST 750.69 TO THE POINT OF BEGINNING;

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



GARY D. LETZRING, PLS
REGISTRATION NO. 38013
SITTS & HILL ENGINEERS
4815 CENTER STREET, TACOMA, WA 98409
PROJECT NO. 17344



[illegible]

ORIGINAL

CITY OF PUYALLUP
BOUNDARY LINE REVISION NO. P-17-0069

A PORTION OF THE SE 1/4 AND SW 1/4 OF THE SW 1/4, SECTION 35, TOWNSHIP 20
NORTH, RANGE 4 EAST OF THE W.M.
CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON STATE



NORTH
SCALE 1" = 100'



HORIZONTAL DATUM

CITY OF PUYALLUP DATUM
WASHINGTON STATE PLANE COORDINATE SYSTEM
SOUTH ZONE, NAD 83/2011

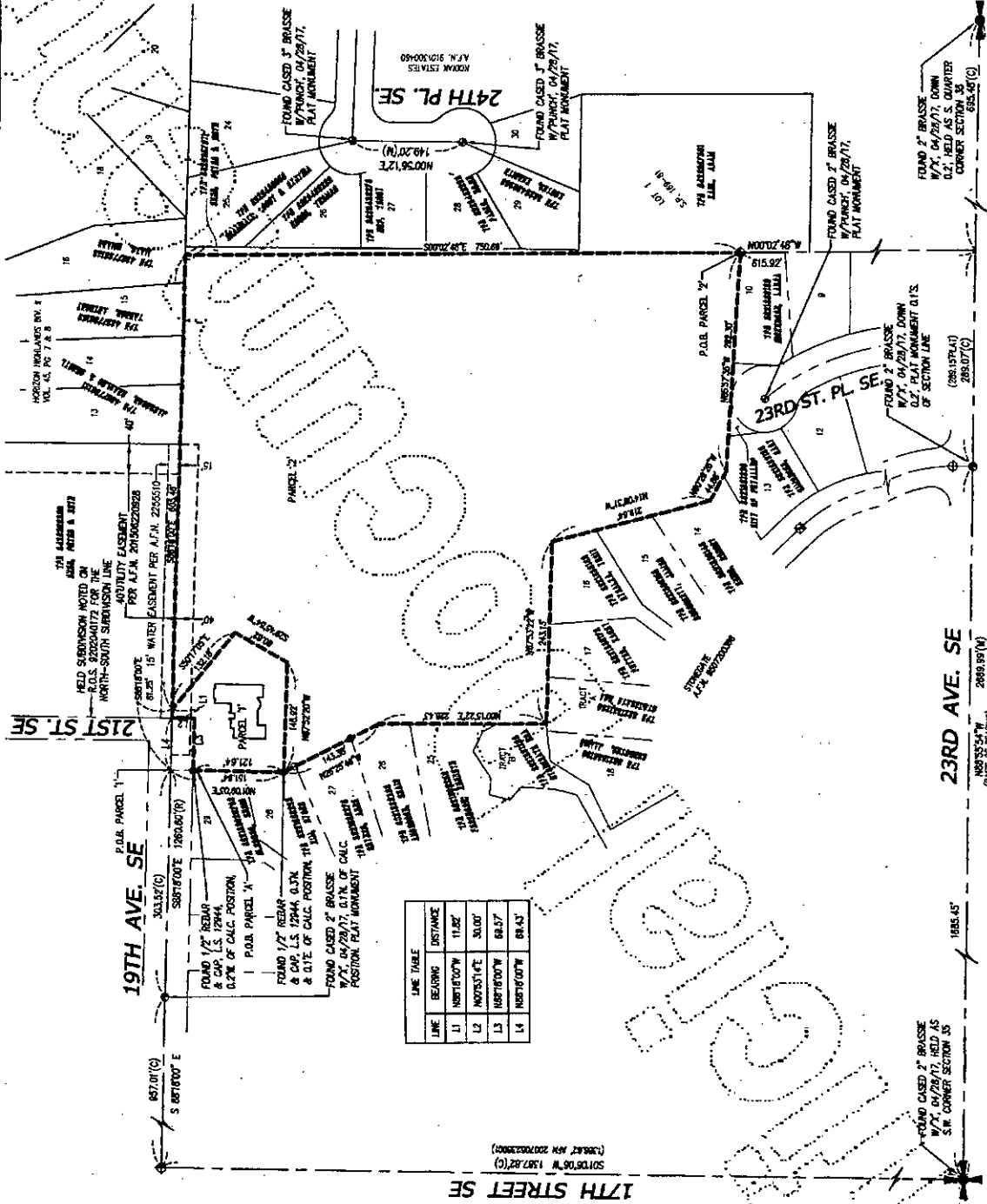
BASIS OF BEARINGS

BASED ON GPS OBSERVATION UTILIZING THE
WASHINGTON STATE PLANE COORDINATE SYSTEM
(NAD 83/2011) BEARING MEASURED WEST FOR THE SOUTH
LAK OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

EASEMENT NOTES:

PUECT SOUND POWER & LIGHT COMPANY HAS AN
EASEMENT OVER THE PROPERTY FOR THE
PURPOSE OF THE INSTALLATION AND OPERATION OF
A LIGHT TOWER. THE EASEMENT IS 10 FEET WIDE
AND RUNS ALONG THE WEST LINE OF THE SOUTH
LAK OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

LINE	BEARING	DISTANCE
L1	N 87°10'00" W	11.82'
L2	N 0°00'00" E	30.00'
L3	N 87°10'00" W	68.57'
L4	N 87°10'00" W	68.43'



ORIGINAL PARCELS & SURVEY CONTROL

LEGEND

- FOUND MONUMENT AS NOTED
- CALCULATED MONUMENT POSITION
- FOUND PROPERTY CORNER AS NOTED
- SET BEAR & CAP L.S. 4439
- EXISTING BOUNDARY LINE
- PROPOSED BOUNDARY LINE
- MONUMENT LINE

ORIGINAL PARCEL AREAS

PARCEL	AREA
1	24.46 AC
2	30.37 AC



SITTS & HILL ENGINEERS, INC.
CIVIL - STRUCTURAL - SURVEYING
4015 CENTER STREET • TACOMA, WA 98409 • (253) 474-3449

PROJECT NO.	17344
DRAWN BY	WAM
CHECKED BY	WAM
DATE	05/12/2017
SCALE	1" = 100'
SHEET NO.	2 OF 3

SHEET INFORMATION

THIS SHEET IS FOR THE ORIGINAL PARCELS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

For reference only, not for sale.

201804165001

[illegible]

ORIGINAL

CITY OF PUYALLUP
BOUNDARY LINE REVISION NO. P-17-0069

A PORTION OF THE SE 1/4 AND SW 1/4 OF THE SW 1/4, SECTION 35, TOWNSHIP 20
NORTH, RANGE 4 EAST OF THE W.M.
CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON STATE



NORTH
SCALE 1" = 100'



HORIZONTAL DATUM

CITY OF PUYALLUP DATUM
WASHINGTON STATE PLANE COORDINATE SYSTEM
SOUTH ZONE, NAD 83/2011

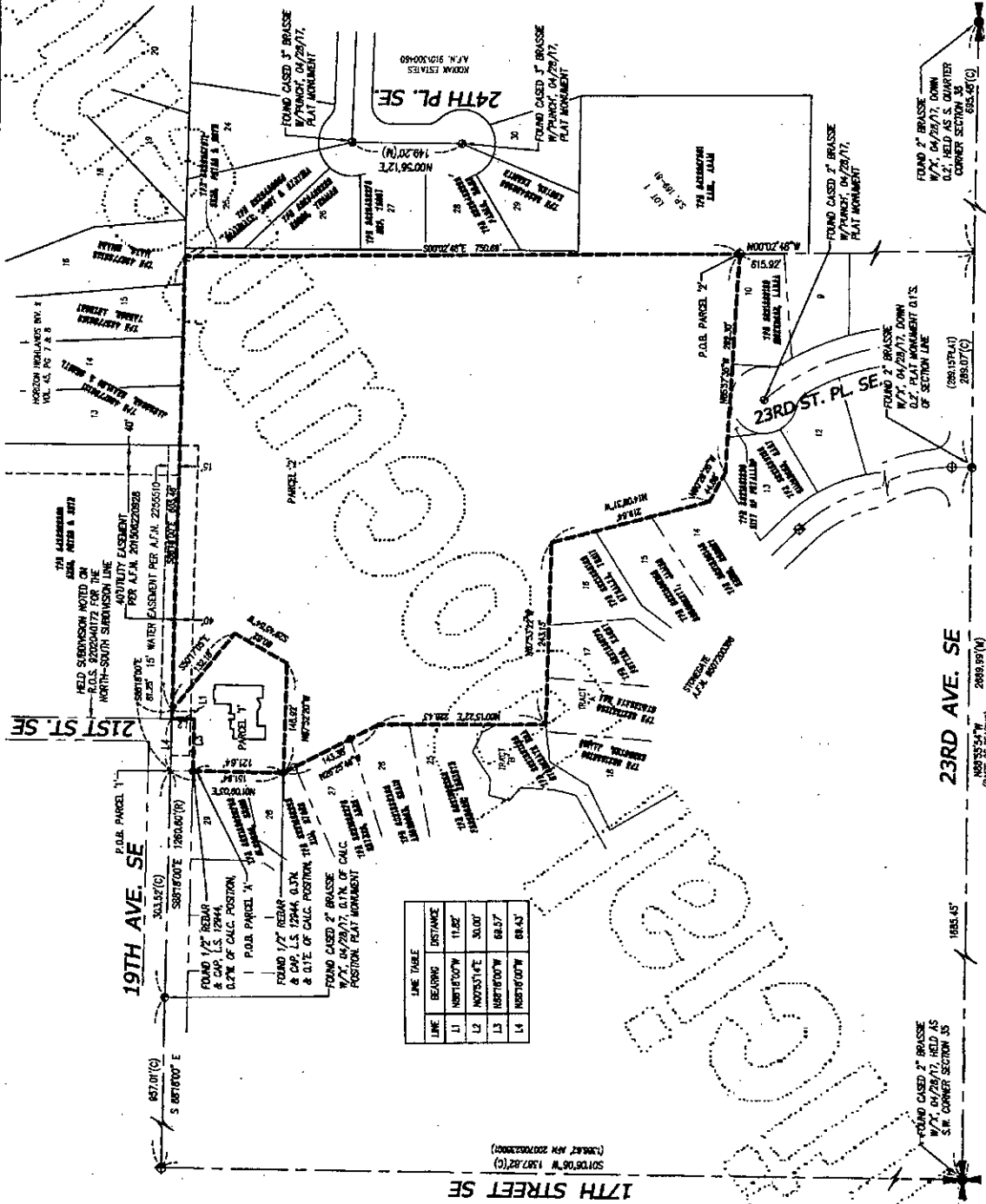
BASIS OF BEARINGS

BASED ON GPS OBSERVATION UTILIZING THE
WASHINGTON STATE PLANE COORDINATE SYSTEM
(NAD 83/2011) BEARING MEASURED WEST FOR THE SOUTH
LAK OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

EASEMENT NOTES:

PUECT SOUND POWER & LIGHT COMPANY HAS AN
EASEMENT OVER THE TRACTS SHOWN HEREON FOR
THE PURPOSE OF INSTALLING AND OPERATING A
LIGHT TOWER. THE EASEMENT IS SHOWN BY THE
DOTTED LINE. THE EASEMENT IS 10 FEET WIDE
AND RUNS ALONG THE WEST LINE OF THE SOUTH
LAK OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

LINE	BEARING	DISTANCE
L1	N 87°10'00" W	11.82'
L2	N 0°00'00" E	30.00'
L3	N 87°10'00" W	68.57'
L4	N 87°10'00" W	68.43'



ORIGINAL PARCELS & SURVEY CONTROL

LEGEND

- ① FOUND MONUMENT AS NOTED
- ② CALCULATED MONUMENT POSITION
- ③ FOUND PROPERTY CORNER AS NOTED
- ④ SET BEAR & CAP L.S. 4439

ORIGINAL PARCEL AREAS

PARCEL	AREA
1	24.0000 AC
2	30.0000 AC



SITTS & HILL ENGINEERS, INC.
CIVIL - STRUCTURAL - SURVEYING
4015 CENTER STREET • TACOMA, WA 98409 • (253) 474-3449

PROJECT NO.	17344
DRAWN BY	WAM
CHECKED BY	WAM
DATE	05/12/2017
SCALE	1" = 100'
SHEET NO.	2 OF 3

SHEET INFORMATION

SEE SHEET 1 OF 3 FOR ORIGINAL PARCELS AND LEGAL

For reference only, not for sale.

201804165001

CITY OF PUYALLUP
BOUNDARY LINE REVISION NO. P-17-00660

A PORTION OF THE SE 1/4 AND SW 1/4 OF THE SW 1/4, SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.,
CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON STATE

NORTH
SCALE: 1" = 60'

VERTICAL DATUM

DATA

CONTOURS SHOWN EXTRACTED FROM PIERCE COUNTY GIS

REVISÉD PARCEL LEGAL DESCRIPTIONS

EXHIBIT

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 1 EAST OF THE WILLETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF

974.60 FEET;
ENCE NORTH 00°02'40" WEST 615.02 FEET;
ENCE NORTH 00°02'48" WEST 750.60 FEET TO THE NORTH LINE OF THE SOUTH HALF OF
S40 SOUTHWEST QUARTER.

SAD SOUTHWEST QUARTER;
PROVIDE NORTH 86°18'00" WEST 617.28 FEET ALONG SAD NORTH LINE TO THE NORTHEAST
CORNER OF THE SOUTHWEST QUARTER OF SAD SECTION 35,
PROVIDE SOUTH 00°51'14" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE

PURCHASE SOUTH 08°18'00" EAST 60.85 FEET;
PURCHASE SOUTH 07°05'15" WEST 122.62 FEET;

PHENCE NORTH 87°52'20" WEST 130.65 FEET;
 PHENCE NORTH 01°09'05" EAST 121.64 FEET;
 PHENCE SOUTH 88°18'00" EAST 69.57 FEET TO THE POINT OF BEGINNING.

RESIDENT IN THE CITY OF PUYALLUP, PERCE COUNTY, WASHINGTON STATE.

PARCET 2:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 135; THENCE SOUTH 00°55'54" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER

A DISTANCE OF 1974.60 FEET;
THENCE NORTH 00°02'48" WEST 615.92 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 85°37'35" WEST 232.30 FEET;

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THENCE NORTH 00°15'22" EAST 228.43 FEET;
 THENCE NORTH 28°25'48" WEST 143.38 FEET;
 THENCE SOUTH 87°32'20" EAST 130.65 FEET;
 THENCE NORTH 00°15'22" EAST 150.68 FEET.

THENCE NORTH 01°03'13" EAST 122.62 FEET;
THENCE NORTH 88°18'00" WEST 60.65 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF S&D SECTION 36;
THENCE NORTH 08°54'10" EAST 30.00 FEET ALONG S&D EAST LINE TO THE NORTHEAST
CORNER OF S&D SECTION 36.

CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAO SECTION 35
DISTANCE NORTH 00°52'14" EAST 300.00 FEET ALONG SAO EAST DUE TO THE MOUNTAIN
DISTANCE SOUTH 80°18'00" EAST 617.28 FEET ALONG THE NORTH LINE OF THE SOUTH HALF
DISTANCE SOUTH 00°00'00" EAST 617.28 FEET ALONG THE NORTH LINE OF THE SOUTH HALF

THENCE SOUTH 02°12'48" EAST 752.60 TO THE POINT OF BEGINNING;
THENCE IN THE CITY OF RYAN, PERCE COUNTY, WASHINGTON STATE,

Time of Day	Sleeping (%)	Resting (%)	Working (%)
00:00	80	10	10
01:00	75	10	15
02:00	70	10	20
03:00	65	10	25
04:00	60	10	30
05:00	55	10	35
06:00	50	40	10
07:00	45	35	20
08:00	40	30	30
09:00	35	25	40
10:00	30	20	50
11:00	25	15	60
12:00	20	10	70
13:00	15	10	75
14:00	10	10	80
15:00	10	10	80
16:00	10	10	80
17:00	10	10	80
18:00	10	10	80
19:00	10	10	80
20:00	10	10	80
21:00	10	10	80
22:00	10	10	80
23:00	10	10	80
24:00	10	10	80

Age Group	Percentage
18-24	10
25-34	25
35-44	45
45-54	65
55-64	80
65-74	85
75+	88

CHILL FIRM MONUMENT POSITION

FOUR PROPERTY CORNER AS NOTED

MONUMENT LINE

SET REBAR & CAP LS 44839

OPEN SPACE PER A.F.M. 201308240189

995

SECRET

1201	1202
------	------

5 F00651	1
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25 + 0.00 25	6
5 - 0.00 5	1

2	300,000.00
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(1)	N00°53'14"E	30.00'
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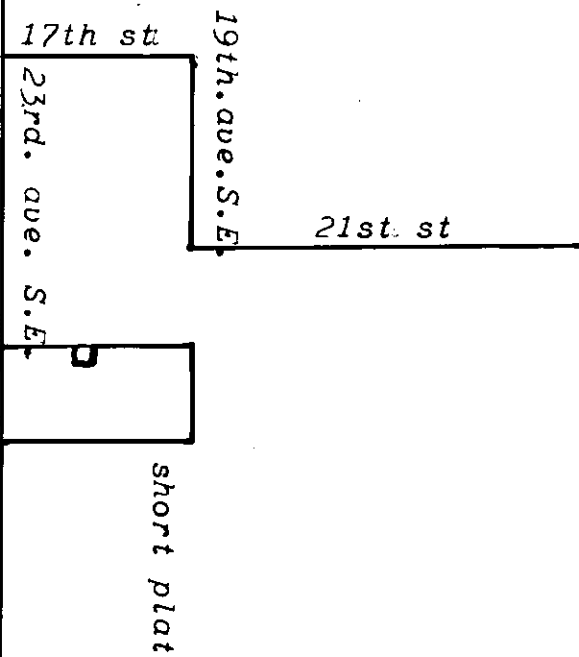
For reference only, not for re-sale.

201804165001

For reference only, not for re-sale.

201804165001

SCALE 4"=1mi
VICINITY MAP



FREE CONSENT STATEMENT

This short plat is made with the free consent and in accordance with the desires of the owners and in conformance with Pierce County short plat regulations.

Lloyd G. Wyllys

Subscribed and sworn before me this 12th day of May 1981
Notary Public in and for the State of Washington
residing in Bumgar

CITY OF PUYALLUP SHORT PLAT

no 52169-81

A PORTION SECTION 35 TWP. 20 N. RANGE 4 E

ORIGINAL TRACT
ASSESSOR'S PARCEL NO(S) 04-20-35-3-032

NOTICE

IT IS ILLEGAL TO FURTHER DIVIDE SHORT PLATTED LOT(S) NO. 182 DESCRIBED BELOW FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF RECORDING OF THIS MAP WITH THE COUNTY AUDITOR.

FUTURE PERMITS

THE APPROVAL OF THIS SHORT PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.

PUBLIC WORKS DEPT.

Wendell Hays
CITY ENGINEER
DATE 5/19/81

HEALTH DEPARTMENT

PRELIMINARY INSPECTIONS INDICATE SOIL CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRY AT THE TACOMA PIERCE COUNTY HEALTH DEPT. ABOUT THE ISSUANCE OF SEPTIC TANK PERMITS FOR THE SPECIFIC LOTS.

WATER SUPPLY APPROVED _____ DISAPPROVED _____

ENVIRONMENTAL HEALTH SPEC. _____ DATE _____

DIRECTOR OF HEALTH _____ DATE _____

PLANNING DEPARTMENT

SENSITIVE AREA () YES () NO

NOTE REGARDING OF FUTURE SUBDIVISION OF LOT 2 WAS APPROVED BY PLANNING COMMISSION MAY 16, 1981.

Wendell Hays
PLANNING DIRECTOR
DATE 5/19/81

COUNTY FIRE MARSHALL

FIRE MARSHALL _____ DATE _____

COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HEREINFOR LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

John C. Cyle
DEPUTY TREASURER
DATE 5-20-81

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 20 DAY OF May 1981 AT THE REQUEST OF Lloyd G. Wyllys
AUDITOR'S FEE NO 8105200168
S. School
DEPUTY COUNTY AUDITOR

NAME AND ADDRESS — ORIGINAL TRACT OWNER
Lloyd D. Wyllys 12935 11th ave E. Puy.

PHONE 845-9014

EXISTING ZONING R.S.-1

SOURCE OF WATER City of Puyallup

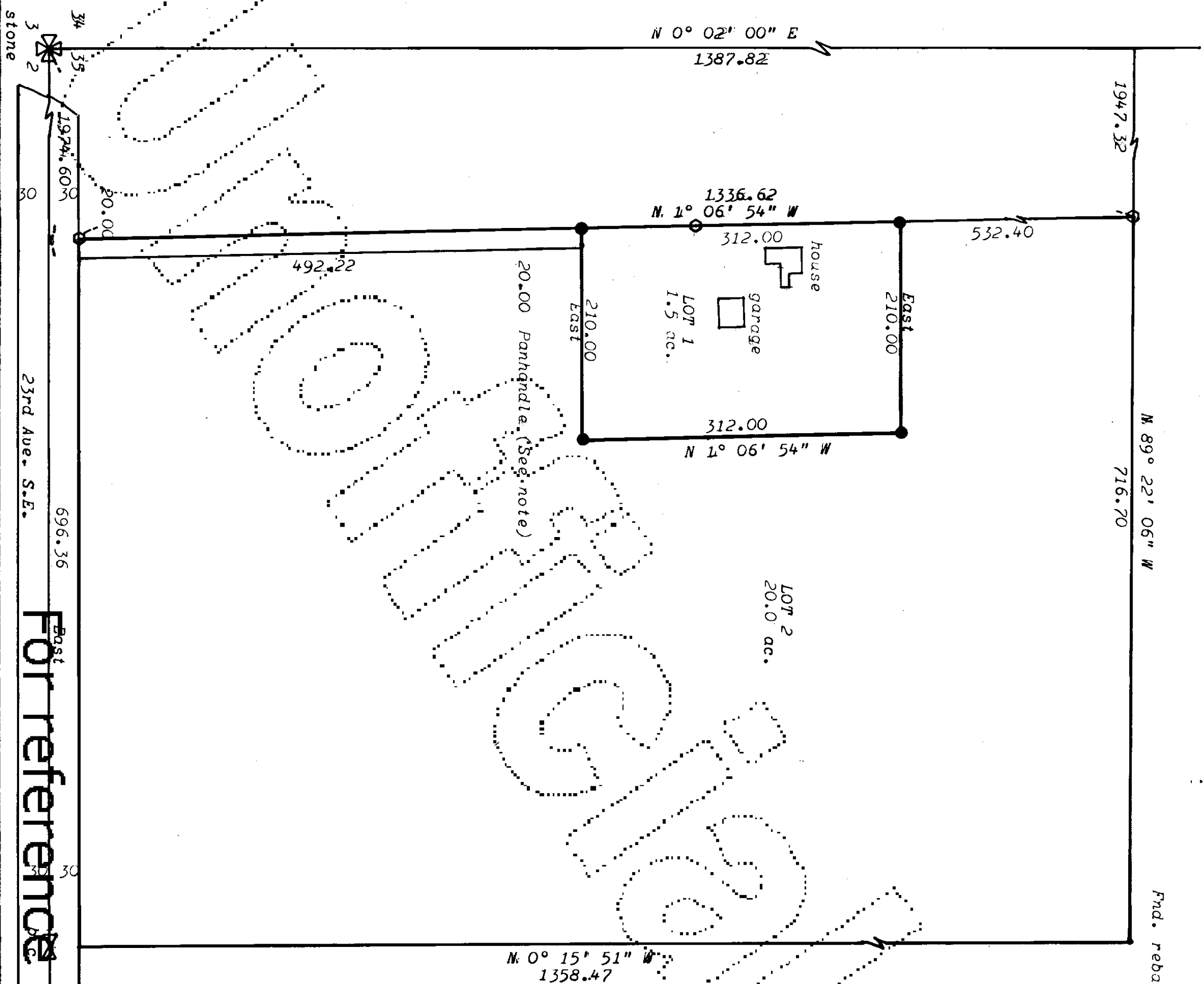
SEWER SYSTEM Septic

WIDTH & TYPE OF ACCESS 60' oil mat

NO. OF SHORT PLATTED LOTS 2

SCALE 1"=100'

SUBMITTED ON _____ RECEIPT # _____
AUTOMATIC APPROVAL DATE _____
RETURN FOR CAUSE ON _____



LEGEND

- cor. find. LeRoy
- cor. set Delta #18103

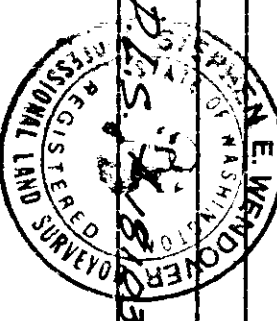
SURVEYORS CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the survey recording act at the request

of Lloyd D. Wyllys

on March 12 th 1981

John S. Wyllys
Signature



For reference only, not for legal purposes.
delta surveying inc.
P.O. Box 1208
Puyallup WA 98147
(206) 846-3729

2457397

OPEN SPACE TAXATION AGREEMENT

Prepare in Triplicate
with one completed copy
to each of the following:
Applicant
Legislative Body
County Assessor

This Agreement between VINTON B. GREELEY & GRACE A. GREELEY, his wife,
2301 - 23rd Ave., S.E., Puyallup, Wash. 98371 hereinafter called the "owner",
and (insert city or county) CITY OF PUYALLUP

Whereas the owner of the following described real property having made application for classification of that property under the provisions of RCW 84.34,

And whereas, both the owner and legislative authority desire to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic and economic asset to the public, and both parties agree that the classification of the property during the life of this Agreement shall be for:

FARM and AGRICULTURAL

(Open Space, Farm and Agricultural, Timber Land)

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

- (1) During the term of this Agreement, the land shall only be used in accordance with the preservation of its classified use.
- (2) No structures shall be erected upon such land except those directly related to, and compatible with the classified use of the land, or except those residence buildings for such individuals as are engaged in the care, use, operation or management of said land.
- (3) This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect for a period of at least ten (10) years.
- (4) This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the parties hereto.
- (5) Withdrawal: The land owner may withdraw from this Agreement if after a period of seven years the land owner makes a withdrawal request which request is irrevocable, to the assessor. Three years from the date of that request the assessor shall withdraw the land from the classification, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070.
- (6) Breach: After land has been classified and an Agreement executed, any change of the use of the land, except through compliance with items (5), (7) or (8) of this Agreement, shall be considered a breach of this Agreement, and subject to applicable taxes, penalties and interest as provided in RCW 84.34.080.
- (7) A breach of Agreement shall not occur if the change in use results from the sale of land classified under this Act within two years after the death of the owner of at least fifty percent of such land.
- (8) Eminent Domain: When any permissible action in eminent domain for the condemnation of the fee title of the land under agreement is filed or when such land is acquired as a result of a sale to a public body, this Agreement shall be null and void as of the date the action is filed and thereafter the Agreement shall not be binding on any party to it.
- (9) The County Assessor may require reports from classified land owners. If the owner fails to return a required report within ninety days, the Assessor may declare the Agreement in breach.

2457397

Legal Description of classified land:

Parcel #04-20-35-3-009 (10.77 acres)
#04-20-35-3-027 (9.47 acres)

See attached sheet.

This Agreement shall be subject to the following conditions:

The land use classified under RCW 84.34 (current use transition) may not change on any portion of the subject property. Any partial change in land use will subject the entire property, covered under this agreement, to a rollback and penalty.

It is declared that this Agreement contains the classification and conditions as provided for in RCW 84.36 and the conditions imposed by this Legislative Authority.

Dated July 17, 1972

Legislative Authority:

CITY OF PUYALLUP

City of County

By Robert E. Brewer Title
Mayor

As owner(s) of the herein described land I (we) indicate by my (our) signature(s) that I (we) are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated July 26, 1972

Vinton B. Greeley
Owner(s) Vinton B. Greeley

Grace A. Greeley
Grace A. Greeley

(Must be signed by all Owners)

Subscribed and sworn to before me this
July, 19 72

[Signature]
Notary Public
OF WASHINGTON

Date signed Agreement received by Legislative Authority July 26, 1972

2457397

Legal description:

(89-20-25-3-009) 10.77 9.690 9.690 100
 10.77 AC. 35-20-04E 3/009 W 1/2 OF W 1/2 OF NE OF SW 1/4 SEC 19
 20 FT ALSO W 33 FT OF E 1/2 OF W 1/2 OF NE OF SW EASE FOR PIPEL
 2255510

(89-20-25-3-002) PIERCE COUNTY ASSESSOR'S ROLL

PAGE NO. 4664 1971 PIERCE COUNTY ASSESSOR'S ROLL

ACRES	LAND VALUE	IMPROVEMENTS	AGGREGATE VALUATION	ADEA CODE
9.47	6,030	12,200	18,230	100
9.47 AC. 35-20-04E 3/007 THAT POR OF S 1/2 OF SW 1/4 SEC 19 W OF FULL DESC LI COM AT A PT ON S LI OF SW 1/4 SEC 1974.6 FT E OF SW COR THEREOF TH N 01 DEG 08 MIN 58 SEC E TO R LI 30 S 1/2 OF SW OF SEC 8 LY. E. & NLY OF FULL DESC LI COM AT SW COR OF SEC TH E ALG S LI OF SEC 1974.6 FT TO PUB TH N 01 DEG 08 MIN 56 SEC E 622.23 FT				
TH N 88 DEG 53 MIN 04 SEC W 300.98 FT M/L TO A STAKE SET BY V D CREELEY ON 04/11/59 TH N 59 DEG 37 MIN 19 SEC W 44.65 FT TH N 13 DEG 29 MIN 49 SEC W 219.85 FT TH N 07 DEG 02 MIN 19 SEC W 244.04 FT TH N 01 DEG 08 MIN 30 SEC E 353.17 FT TO A PT HEREINAFTER DESIGNATED AS PT A TH N 88 DEG 33 MIN 49 SEC W 67.36 FT				
TH N 01 DEG 19 MIN 41 SEC E 146.9 FT M/L TO N LI OF S 1/2 OF SW 1/4 SEC LESS FULL DESC PROP DEG AT PT A TH N 88 DEG 33 MIN 49 SEC W 67.36 FT TO PUB TH N 01 DEG 19 MIN 41 SEC E 146.90 FT TH N LI OF S 1/2 OF SW OF SEC TH N 89 DEG 35 MIN 24 SEC E 80.60 FT TH S 52 DEG 23 MIN 41 SEC E 132.18 FT TH S 27 DEG 39 MIN 18 SEC W				
80.19 FT TO INTER A LI S 88 DEG 33 MIN 49 SEC W TO PUB EASE OF RECORD SEC F 7515				

AUDITOR'S NOTE
 Legibility for recording and copying
 unsatisfactory in a portion of this
 instrument when received.

Filed for record JUL 31 1972 1:27 pm.
 Request of R.C. Anderson
 Richard A. Greco, Pierce County Auditor



When Recorded Return to:

Chad R. Williams
Planning and Land Services
2401 S. 35th Street, Room 228
Tacoma, WA 98409

Open Space Taxation Agreement

Chapter 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Property Owner Peter Chen
 Property Address 2100 19th Avenue
 Legal Description See attached.
 35/20N/04E – See Additional Legal on Page 3

Assessor's Property Tax Parcel or Account Number 0420353027, 0420357011, 0420353009
 Reference Numbers of Documents Assigned or Released _____

This agreement between Peter Chen
 hereinafter called the "Owner", and Pierce County
 hereinafter called the "Granting Authority".

Whereas, the owner of the above described real property having made application for classification of that property under the provisions of Chapter 84.34 RCW. And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

☒ **Open Space Land** ☐ **Timber Land**

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. The landowner may withdraw from this agreement if, after a period of eight years, he or she files a request to **withdraw** classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.
6. After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a **breach** of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.

7. A **breach** of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
- Transfer to a governmental entity in exchange for other land located within the State of Washington;
 - A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
 - A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the land owner changing the use of such property;
 - Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
 - Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36020;
 - Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (see RCW 84.34.108(6)(f));
 - Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(e);
 - Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
 - The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
 - The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
 - The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
 - The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification as provided in Chapter 84.34 RCW.

This agreement shall be subject to the following conditions:

The land owners shall maintain the property in its existing open and natural conditions consistent with RCW 84.34 and Pierce County Code (PCC) Chapter 2.114. Public access is not recommended due to the sensitive nature of the numerous resources present on this tract

It is declared that this agreement specifies the classification and conditions as provided for in Chapter 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated 5/20/2013

Granting Authority: [Signature]
City and/or County
Executive
Title

As owner(s) of the herein-described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated 4/19/2013

[Signature]
Owner(s)
(Must be signed by all owners)

Date signed agreement received by Legislative Authority _____

Prepare in triplicate with one copy to each of the following: Owner, Granting Authority, County Assessor

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

ATTACHMENT

OS20-11

PETER CHEN

SITE ADDRESS: 2100 19TH AVENUE

LEGAL DESCRIPTION OF THE PROPERTY
UNDER CURRENT USE ASSESSMENT

RTSQQ: 04203531

0420353009; W 1/2 OF W 1/2 OF NE OF SW LESS N 30 FT ALSO W 33 FT OF E 1/2 OF W 1/2 OF NE OF SW EASE FOR PIPELI 2255510 CURRENT USE RCW 84.34 1973 AGRI AUD FEE # 2457397

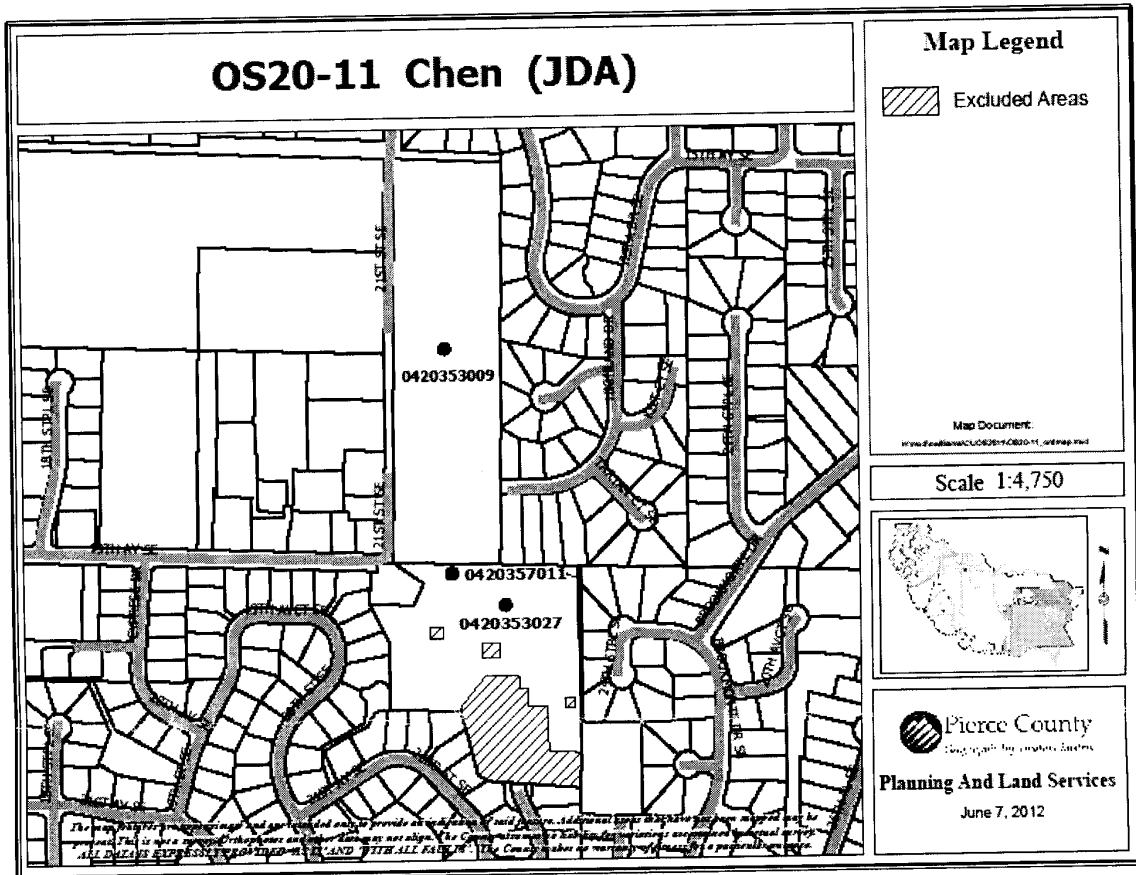
RTSQQ: 04203534

0420353027; PARCEL "D" OF DBLR 95-05-17-0491 DESC AS FOLL COM AT SW COR OF SW TH E ALG S LI SD SW 1974.60 FT TH N 01 DEG 06 MIN 54 SEC W 615.92 FT TO POB TH N 87 DEG 01 MIN 41 SEC W 292.30 FT TH N 61 DEG 33 MIN 32 SEC W 44.88 FT TH N 15 DEG 12 MIN 37 SEC W 219.64 FT TH N 88 DEG 57 MIN 28 SEC W 243.13 FT TH N 00 DEG 48 MIN 44 SEC W 226.43 FT TH N 27 DEG 29 MIN 55 SEC W 143.38 FT TH S 88 DEG 56 MIN 26 SEC E 145.92 FT TH N 28 DEG 41 MIN 48 SEC E 80.82 FT TH N 51 DEG 21 MIN 11 SEC W 132.18 FT TO N LI OF S 1/2 OF SW TH S 89 DEG 22 MIN 06 SEC E ALG SD LI 605.46 FT TH S 01 DEG 06 MIN 54 SEC E 750.69 FT TO POB CURRENT USE RCW 84.34 1973 AGRI AFN 2457397 8.99 ACS SEG F 7515 DC5/29/96JU

0420357011; L 2 OF S P 81-05-20-0168 DESC AS FOLL: BEG AT NW COR OF SD L 2 TH S 01 DEG 17 MIN 47 SEC E ALG W LI 532.4 FT TH N 89 DEG 49 MIN 07 SEC E 4.7 FT TH N 00 DEG 22 MIN 05 SEC W 78 FT TH N 00 DEG 49 MIN 54 SEC W 128.7 FT TH N 00 DEG 32 MIN 11 SEC W 325.48 FT TO N LI SD LOT TH N 89 DEG 29 MIN 52 SEC W 11.33 FT TO POB OUT OF 7-002 SEG B0567NF 2/14/91BO

DESCRIPTION OF AREA
EXCLUDED FROM THE CURRENT USE ASSESSMENT

EXCEPT A 2.50 ACRE AREA OF PROPERTY THAT DOES NOT QUALIFY, AT THE PRESENT TIME, FOR OPEN SPACE CONSIDERATION. SEE ATTACHED MAP.



1549949

Z. J. E. 4-12-50

Adolph J. Graff and
Henrietta A. Graff, hmf
to
Comfort, Davis & Blaney, Inc.
a Wash corp of Tacoma, Wash

M 31700.00
4-7-50
4-10-50 10:52 A M
950 M 800

Why agree to release the pty consist, of the re herein deacd
to w/ infra, all of wch shall be deemed a part of the re to w/
all ins and est in such pty that the rtgr may hereafter
acquire and all the repts, issues and profits of sd pty
commonly deacd as the fol. pty in the C of P & of W:

The S 5 ft of lot 3 and all of lot 4, blk 532
amendd plat of Ashworth Addn.

Tap 31700.00 prin, with 'nt thon fr date hereof at the
rate and paid at the ti and place and in the manner and
ent set forth in the pn of the rtgr ced with publ to the
ord of M'w.

Adolph J. Graff
Henrietta A. Graff

rev 4-7-50 by Adolph J. Graff and Henrietta A. Graff, hmf
of Sala Henderson ne cor Wash railg at Tacoma. ss 9-17-52.
Ml to Comfort, Davis & Blaney, Inc.

1549950

Vinton S. Grealey and Grace
Grealey, hmf and Grace S.
Grealey, a wid car of a life est
in a portn of the within deacd
rp

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4-3-50
4-10-50 10:52 A M
950 D 823

to
Puget Sound Power & Light Company
a Massachusetts corp

Why cy and grant to the Gtee, its as the rt, privilege
and authority to construct, erect, alter, improve, repair,
operate and maintain an electric transmission and distributn
li, consistg of a single li of poles, with necessary braces, guys
and anchors, and to place upon or suspend fr such poles
transmission, distributn and signal wires, insulators, cross-
arms, transformers and other necessary or convenient appurtenances,
across, over and upon the fd lds and prns sild in the C of P,
S of W:

A trt of 14 in the S1 of the S1 of S-ee 35, Twp 20 N.
R & S of the S1 of the S1 of S-ee 11 1336.4 ft E of
the S1 cor of S-ee 35: th S 1° 00' 56" E 1336.4 ft E of
ft: th N 330 ft to the S 1° 00' 56" E 1336.4 ft E of
S-ee 35: th S 89° 54' 54" E 1336.4 ft to the S1 of the S1 of S-ee
ft: th S 1° 00' 56" E 1336.4 ft to the pob.

The entr li of rd transmission and distributn li to be
located as fol:
As now located, staked out, and established, across, over,
and upon the abv deacd trt.

1549949 - 1549950 - con

432

2010-10-10 10:10:10

H-1700-00
 L-1700-00
 H-1700-00:00 & H
 L-1700-00

1990

1944-1945

11

Penelope L. Gray

Charlotte L. Galt,
at Tacoma, on 9-

...and the

Enclosed \$1.00 a/c
4-1-50
1-10-50 10:52 A M
956 D 82)

10

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and established, acr

950 - con 1/14

482

8210220174

RIGHT OF ENTRY FOR CONSTRUCTION

The undersigned, hereinafter called the "Grantor", in consideration of the sum of One hundred fifty and no/100 dollars (\$150.00) to be paid by Air Producers, Inc., hereinafter called the "Grantee", hereby grants to the Grantee a permit and right-of-entry upon the following terms and conditions:

1. The Grantor hereby grants to the Grantee an irrevocable right to enter upon the lands hereinafter described at any time within a period of one year from the date of this instrument in order to store and/or remove materials and equipment to be used in connection with the construction of a pipeline in adjacent publicly owned roadway.
2. This permit includes the right of ingress and egress on other lands of the Grantor not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
3. All tools, equipment, materials, and other property taken or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantor at any time within a reasonable time after the expiration of this permit or right-of-entry.
4. The Grantee shall waive the right to patrol and police the lands hereinafter described during the period of this permit or right-of-entry.
5. It is understood and agreed that the Grantee shall construct a temporary fence along the easterly boundary of the lands required. Said fence shall be policed to ensure livestock containment. It is further agreed that the Grantee shall construct a new fence in place of that existing fence along westerly boundary of property. This new fence shall be equal to the existing fence in quality and security and may be constructed with steel fence posts provided sturdier 6 x 6 or larger wood posts be placed at approximately 40 to 50 foot intervals along fence line.
6. The Grantee agrees to be responsible for any damage arising from the activity of the Grantee on said lands, in the exercise of rights under this permit or right-of-entry, and shall repair such damages, or, in lieu thereof and at the option of the Grantee, shall make a cash settlement with the Grantor.

EXCISE TAX EXEMPT 10-22-12
 County

By Scott Jackson Agent

6'

7. Prior to the utilization of this permit or right-of entry, Grantee shall pay or tender to Grantor such additional sum of money as may have been mutually agreed upon between the parties hereto and which is set forth in a separate agreement made and entered into by and between the parties on this date. Grantor agrees that such payment may be made by check or draft mailed or delivered to the Grantor at the address shown hereon. Such payment made to Grantor in the manner set herein shall completely satisfy and discharge Grantee's obligations hereunder regardless of any changes in title to the land subsequent to the execution of this agreement. If such payment is not made within one (1) year from the date hereof, and if Grantor shall thereafter make written demand for payment by registered mail, return receipt requested, to the Grantee at the address set forth for Grantee in the agreement, and if such payment is not made in the manner set forth above within thirty (30) days following demand, then all rights and obligations hereunder shall terminate. Payment to be made pursuant to this paragraph shall be a one-time payment.

8. Grantor covenants with and warrants to Grantee that Grantor is the owner of the land and has good and ascertainable title thereto and has the right, title and capacity to grant the permit or right-of-entry herein granted.

9. This permit or right-of-entry may be transferred or assigned by Grantee to any person or persons, firm, partnership, or corporation that Grantee may see fit; and this agreement shall be binding upon upon the parties hereto, their respective heirs, executors, administrators, successors and assigns for the duration herein specified.

10. Grantor and Grantee do hereby agree that this permit or Right-of-Entry For Construction constitutes the entire agreement between them and that no representations or statements, oral or written have been made which modify or change any of the terms hereof.

The land affected by this permit or right-of-entry is located in Pierce County, Washington and is described in exhibit "A" attached hereto and made a part hereof.

Executed by Grantor at Puyallup, Washington on the 24 day of August, 1982.

X Grantor D. Greeley

X M. race a. Greeley

Address: 2301 23rd Ave S E
Puyallup, Washington 98371

Executed by the duly authorized representative of Grantee at Allentown, Pennsylvania, on the 3rd day of September, 1982.

AIR PRODUCTS AND CHEMICALS, INC.

By: Ronald D. Decker

DIRECTOR,
CORPORATE REAL ESTATE

PERSONAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
 County of Pierce)

On this day personally appeared before me Vinton B. Shreeley
Robert Bruce Hubert Shreeley, to me known to be the individual
 described in and who executed the within and foregoing instrument,
 and acknowledged that they signed the same as their
 free and voluntary act and deed, for the uses and purposes
 therein mentioned.

GIVEN under my hand and official seal this 24 day of
August, 1982

John C. Shreeley
 NOTARY PUBLIC in and for the State
 of Washington, residing at Seagrove

CORPORATE ACKNOWLEDGMENT

Commonwealth of Pennsylvania
 STATE OF WASHINGTON)
) ss.
 County of Pierce)

On this day personally appeared before me Ronald O. Decker,
 to me known to be the Director, Corp Real Estate, of the corporation
 that executed the foregoing instrument, and acknowledged the
 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 RONALD O. DECKER authorized to execute
 the said instrument and that the seal affixed is the corporate
 seal of said corporation.

Witness my hand and official seal hereto affixed this
3rd day of September, 1982.

Rosanne Behring Commonwealth
 NOTARY PUBLIC in and for the State
 of Washington, residing
 Pennsylvania

NOTARY PUBLIC
 MY COMMISSION EXPIRES
 MAY 29, 1986

3200T22 P12:22

The westerly twenty feet of the following described tract:

1/4 1/4 1/4 1/4

That certain half of the east half of the south half of the southwest quarter of Section 35, Township 20 North, Range 1 East of the R.M., containing 10 acres, more or less, less to the extent of the width of said tract for street purposes.

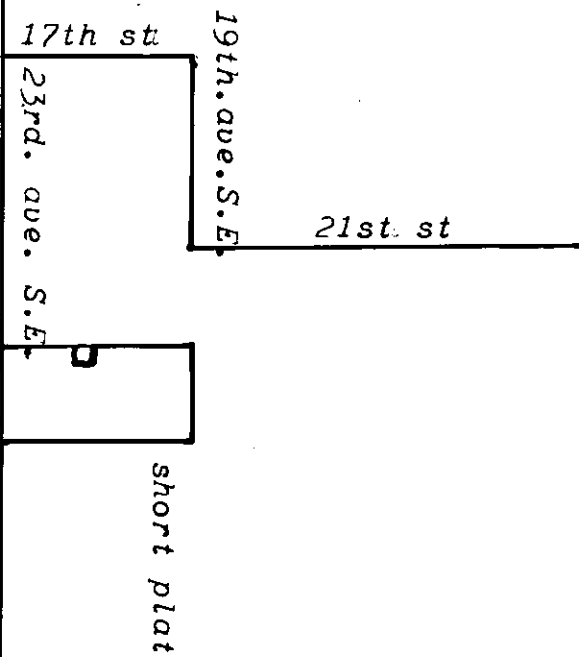
That the west twenty feet of the east half of the south half of the northeast and quarter of the southwest quarter of said Township 20 North, Range 1 East of the R.M.

1/4 1/4 1/4 1/4

That certain half of the east half of the south half of the southwest quarter of Section 35, Township 20 North, Range 1 East of the R.M., and lying westerly and easterly of the following described line:

Beginning at the southwest corner of said Section 35; thence east along the south line of said Section 35 a distance of 116.16 feet to the true point of beginning; thence North $1^{\circ} 21' 56''$ East 212.23 feet; thence North $28^{\circ} 55' 12''$ West 300.98 feet; thence North $28^{\circ} 55' 49''$ West 100.98 feet; thence East to a stake set by V. B. Greeley on April 11, 1909; thence North $39^{\circ} 32' 12''$ East 152.23 feet; thence North $15^{\circ} 29' 49''$ West 213.85 feet; thence North $87^{\circ} 32' 12''$ East 272.14 feet; thence North $1^{\circ} 08' 36''$ West 353.22 feet; thence North $88^{\circ} 51' 47''$ West 100.00 feet; thence North $1^{\circ} 19' 41''$ East 197.94 feet, more or less, to the south line of the said south half of the southwest quarter, excepting therefore portion thereof lying within the east half of the southeast quarter of said southwest quarter, and in general conveying to grantees all of grantors' right, title and interest in the south half of the southwest quarter of said Section 35, except that specifically excepted above.

SCALE 4"=1mi
VICINITY MAP



FREE CONSENT STATEMENT

This short plat is made with the free consent and in accordance with the desires of the owners and in conformance with Pierce County short plat regulations.

Lloyd G. Wyllys

Subscribed and sworn before me this 12th day of May 1981
Notary Public in and for the State of Washington
residing in Sumner

CITY OF PUYALLUP SHORT PLAT no 52169-81

A PORTION SECTION 35 TWP. 20 N. RANGE 4 E

ORIGINAL TRACT
ASSESSOR'S PARCEL NO(S) 04-20-35-3-032

NOTICE

IT IS ILLEGAL TO FURTHER DIVIDE SHORT PLATTED LOT(S) NO. 182 DESCRIBED BELOW FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF RECORDING OF THIS MAP WITH THE COUNTY AUDITOR.

FUTURE PERMITS

THE APPROVAL OF THIS SHORT PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.

PUBLIC WORKS DEPT.

Wendell Hays
CITY ENGINEER
DATE 5/19/81

HEALTH DEPARTMENT

PRELIMINARY INSPECTIONS INDICATE SOIL CONDITIONS MAY ALLOW USE OF SEPTIC TANKS AS A TEMPORARY MEANS OF SEWAGE DISPOSAL FOR SOME BUT NOT NECESSARILY ALL BUILDING SITES WITHIN THIS SHORT PLAT. PROSPECTIVE PURCHASERS OF LOTS ARE URGED TO MAKE INQUIRY AT THE TACOMA PIERCE COUNTY HEALTH DEPT. ABOUT THE ISSUANCE OF SEPTIC TANK PERMITS FOR THE SPECIFIC LOTS.

WATER SUPPLY APPROVED _____ DISAPPROVED _____

ENVIRONMENTAL HEALTH SPEC. _____ DATE _____

DIRECTOR OF HEALTH _____ DATE _____

PLANNING DEPARTMENT

SENSITIVE AREA () YES () NO

NOTE REGARDING OF FUTURE SUBDIVISION OF LOT 2 WAS APPROVED BY PLANNING COMMISSION MAY 16, 1981.

Wendell Hays
PLANNING DIRECTOR
DATE 5/19/81

COUNTY FIRE MARSHALL

FIRE MARSHALL _____ DATE _____

COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HEREINFORERE LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

John C. Cyle
DEPUTY TREASURER
DATE 5-20-81

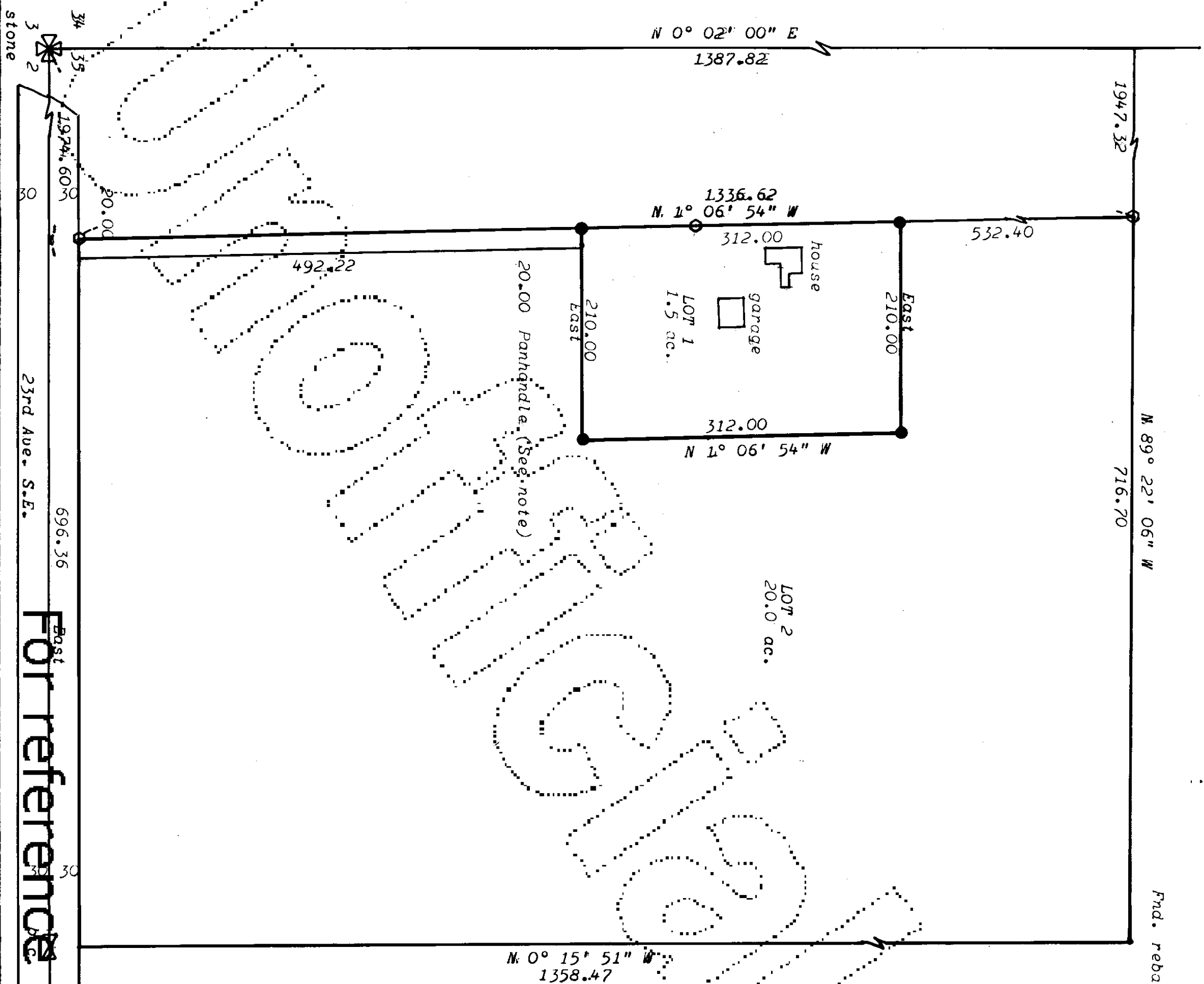
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 20 DAY OF May 1981 AT THE REQUEST OF 810-22
AUDITOR'S FEE NO 8105200168
S. School
DEPUTY COUNTY AUDITOR

NAME AND ADDRESS — ORIGINAL TRACT OWNER
Lloyd D. Wyllys 12935 11th ave E. Puy.
Puy. 98371

EXISTING ZONING R.S.-1 PHONE 845-9014
SOURCE OF WATER City of Puyallup
SEWER SYSTEM Septic
WIDTH & TYPE OF ACCESS 60' oil mat
23rd. ave S.E.
NO. OF SHORT PLATTED LOTS 2
SCALE 1"=100'

SUBMITTED ON _____ RECEIPT # _____
AUTOMATIC APPROVAL DATE _____
RETURN FOR CAUSE ON _____



LEGEND
○ cor. find. LeRoy
● cor. set Delta #18103

At such time Lot 2 is subdivided into smaller lots, proper decess will be provided to Lot 1 and shall meet all local regulations pertaining to lot access at the time of platting & eliminate the panhandle access.

DESCRIPTION BY DEED
Beg. 1974.6 ft. E. of S.W. cor. of sec. 35, twp. 20 N range 4 E. W.M. Th. N 01° 06' 54" W 1371.7 ft. M/L to W. line of S8 of S.W. 1/4 of sd. sec. Th S 89° 56' 54" E 698.5 ft. M/L to C/L of sd. sec. Th S. on C/L of sec. 1358.47 to the S.W. cor. Th W. on sec. line 701.2 ft to the A.O.B. B'cy the S. 30 ft for rd.
TRUE DESCRIPTION
Beg. 1974.6 ft. E. of S.W. cor. of sec. 35, twp. 20 N range 4 E. of the W.M. Th. N 01° 06' 54" W 1366.62 ft. to the N line of the S 1/4 of the S.W. 1/4 of sd. sec. Th S 89° 22' 06" W 716.70 ft. to C/L of sd. sec. Th S. on C/L of sec. 1358.47 to the S.W. cor. of sd. sec. Th W. on sec. line 696.33 ft. to the P.O.B. B'cy the S. 30 ft. for rd.

SURVEYORS CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the survey recording act at the request

of Lloyd D. Wyllys
on March 12 th 1981

John S. Wyllys
Signature
REGISTERED SURVEYOR
WASHINGTON
NO. 18103

For reference only, not for legal surveying inc.

656.36
23rd Ave. S.E.
stone



200706180531 5 PGS
06/18/2007 1:42pm \$86.00
PIERCE COUNTY, WASHINGTON

Name & Return Address:

CES NW, INC

5210 12th Street East

Fife, WA 98422

NON-STANDARD DOC FEE-\$50.00

Please print legibly or type information.

Document Title(s) Affidavit with Proper Notarization
Grantor(s) Pierce County ____ Additional Names on Page ____ of Document
Grantee(s) Sunset Pointe ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) NE 1/4 of the SE 35 of Section 10, Township 20N, Range 04E Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s) 0420353009,3026,3027,7011
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p> <p>I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.</p> <p><u>Sarah H. Hala 6-18-07</u> Signature of Requesting Party (Required for non-standard recordings only) Gpcovst.doc rev 4/02</p>

66



**EARTH
CONSULTING
INCORPORATED**

☐ Environmental Services

☐ Geotechnical Engineering

☐ Construction Materials Testing

☐ Special Inspections

June 12, 2007

Mr. Nick Scholten
Desert Creek, LLC
410 Madison Avenue West
Eatonville, Washington 98328

**MINIUM RISK STATEMENT
SUNSET POINTE
2301 23RD AVENUE SOUTHEAST
PUYALLUP, WASHINGTON**

Project No. E-11189-1

References:

Earth Consultants, Inc. *Geotechnical Engineering Study*, E-11189, November 4, 2004.
Earth Consultants, Inc. *Responses to Plan Reviewer Comments*, E-11189, May 3, 2005.
Earth Consultants, Inc. *Detention Pond Recommendations*, E-11189, June 3, 2005.
Earth Consultants, Inc. *Detention Pond Review*, E-11189, January 11, 2006.
Earth Consultants, Inc. *Detention Pond Review*, E-11189, January 24, 2006.
Earth Consultants, Inc. *Summary of Additional Exploration and Responses to Review Comments*, E-11189, August 23, 2005.
CES NW, Inc. *Sunset Pointe Preliminary Plat*, Plan Sheets 1 through 5, May 24, 2005.

Dear Mr. Scholten:

As requested, Earth Consulting Incorporated (ECI) is providing a minimum risk statement for the project to be recorded with the Pierce County Auditor.

The project contains geologic hazard areas and is subject to the *Puyallup Municipal Code* Chapter 21.06 that may limit actions in or affecting the critical area or buffer.

In our opinion, provided the recommendations in the referenced study and letters are followed, the risk of damage to the proposed development or to adjacent properties from soil instability will be minimal. It is our opinion that the proposed construction will not increase the risk of occurrence of the geologic hazard and measures to eliminate or reduce risks have been incorporated into our recommendations. This estimate of minimal risk for significant damage does not include unforeseeable or changed development plans.

MINIMUM RISK STATEMENT

June 12, 2007

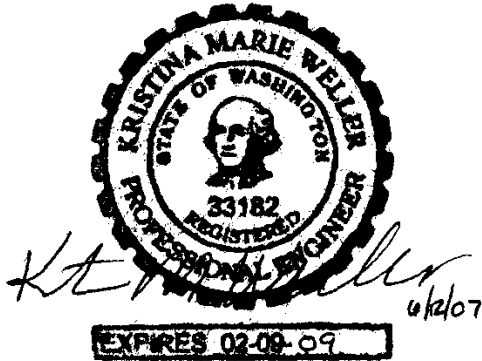
E-11189-1

Our services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the area. No warranty, expressed or implied, is made.

We trust this letter meets your needs. If you have any questions, please call.

Respectfully submitted,

EARTH CONSULTING INCORPORATED



Kristina M. Weller, PE
Principal

MW/skp

cc: Mr. Craig Deaver
CES NW, Inc.

C.E.S. NW Inc.
Civil Engineering & Surveying

5210 12th Street East
Fife, WA 98424

Phone: (253) 922-1532
Fax: (253) 922-1954
ceservices@cesnwinc.com
www.cesnwinc.com

Sunset Pointe

Legal Description

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel "A":

The West half of the West half of the Northeast Quarter of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.

AND

The West 33 feet of the East half of the West half of the Northeast Quarter of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.

Parcel "B":

That portion of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 35; thence North 00°02'00" East along the West line of said Southwest Quarter a distance of 1387.82 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence South 89°22'06" East along the North line of the Southwest Quarter of the Southwest Quarter of said Section 35, a distance of 1260.60 feet to the true point of beginning; thence continuing South 89°22'06" East a distance of 81.25 feet; thence South 51°21'11" East 132.18 feet; thence South 28°41'48" West 80.82 feet; thence North 88°56'26" West 145.92 feet; thence North 00°04'57" East 151.64 feet to the true point of beginning, in Pierce County, Washington;

Except any portion thereof lying within the North 30 feet of the Southwest Quarter of the Southwest Quarter of Section 35 deeded to the City of Puyallup by deed recorded under Recording No. 1212399.

(Also known as Revised Parcel "C" of City of Puyallup Boundary Line Adjustment No. 95-84-008 recorded July 17, 1995 under Recording No. 9507170491)

Parcel "C":

That portion of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 35; thence East along the South line of said Southwest Quarter a distance of 1974.60 feet; thence North 01°06'54" West 615.92 feet to the true point of beginning; thence North 87°01'41" West 292.30 feet; thence North 61°33'32" West 44.88 feet; thence North 15°12'37" West 219.64 feet; thence North 88°57'28" West 243.13 feet; thence North 00°48'44" West 226.43 feet; thence North 27°95'55" West 143.38 feet; thence South 88°56'26" East 145.92 feet; thence North 28°41'48" East 80.82 feet; thence North 51°21'11" West 132.18 feet to a point on the North line of the South half of the Southwest Quarter of said Section 35; thence South 89°22'06" East along said line a distance of 605.46 feet; thence South 01°06'54" East 750.69 feet to the true point of beginning, in Pierce County, Washington.

(Also known as Revised Parcel "D" of City of Puyallup Boundary Line Adjustment No. 95-84-008 recorded July 17, 1995 under Recording No. 9507170491)

C.E.S. NW Inc.
Civil Engineering & Surveying

5210 12th Street East
Fife, WA 98424

Phone: (253) 922-1532
Fax: (253) 922-1954
ceservices@cesnwinc.com
www.cesnwinc.com

Sunset Pointe

Legal Description Continued

Parcel "D":

That portion of the South half of the Southwest Quarter of Section 35, Township 20 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of Lot 2 of Pierce County Short Plat No. 8105200168, being City of Puyallup Short Plat No. SP169-81, according to plat recorded May 20, 1981; thence along the West line of said Lot 2, South 01°17'47" East, 532.40 feet to the Northwest corner of Lot 1 of said Short Plat; thence along the North line of said Lot 1, North 89°49'07" East 4.70 feet; thence North 00°22'05" West, 78.00 feet; thence North 00°49'54" West, 128.70 feet; thence North 00°32'11" West, 325.48 feet to the North line of said Lot 2; thence along the said North line, North 89°29'52" West, 11.33 feet to the point of beginning, in Pierce County, Washington.

APN: 0420353009

APN: 0420353026

APN: 0420353027

APN: 0420357011



201506220928 CCOMITA 5 PGS
06/22/2015 04:09:34 PM \$76.00
AUDITOR, Pierce County, WASHINGTON

CITY OF PUYALLUP
333 S. MERIDIAN
PUYALLUP, WA 98371

EASEMENT

THE GRANTORS Peter Chen & Liu Beth
having an interest in the property hereinafter described:

SEE EXHIBIT 'A'

For and in consideration of One and No/100 Dollars (\$1.00) in hand paid, and other good and valuable consideration, receipt and exchange of which is hereby acknowledged, hereby grants and conveys to the City of Puyallup, a municipal corporation, an easement and right-of-way over, across and through a strip of land 40 FEET in width being
DESCRIBED IN EXHIBIT 'B'

For the purpose of granting said easement shall be for constructing, reconstructing, repairing, and maintaining utilities to be constructed by, through or under the above described property together with ingress thereto and egress and to those acting under said grantee the use of such additional area immediately adjacent to said easement as shall be required for the reconstruction, repair or maintenance of such utility placed in the above described easement such additional area to be held to a minimum and returned to its original state by the grantee or its agents.

IN WITNESS WHEREOF the grantors have hereunto set their hand this 19th day of June 2015

[Signature]
[Signature]

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

On this day personally appeared before me Beth Liu AND Peter y Chen

to me known as the individual described in and who executed and within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of June 2015

[Signature]
Signature

MARILYN ANN PINCKNEY

Notary Public in and for the State of WASHINGTON

residing at TACOMA WA

My commission expires 12-01-2017

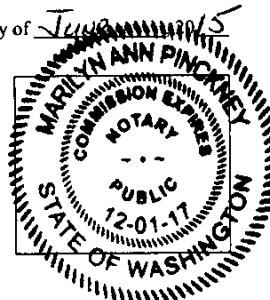


EXHIBIT 'A'
PAGE 1 OF 2

PARCEL A

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 39, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., CONTAINING 10 ACRES, MORE OR LESS, LESS 30 FEET RESERVED ACCROSS THE NORTH END OF SAID TRACT FOR STREET PURPOSE,

ALSO, THE WEST 33 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.;

TOGETHER WITH

PARCEL B

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE NORTH 00°2'00" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,387.82 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°22'06" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 335, A DEISTANCE OF 1,260.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°22'06" EAST, A DISTANCE OF 81.25 FEET;

THENCE SOUTH 51°21'11" EAST, 132.18 FEET;

THENCE SOUTH 28°41'48" WEST, 80.82 FEET;

THENCE NORTH 88°56'26" WEST, 145.92 FEET;

THENCE NORTH 00°04'57" EAST, 151.64 FEET TO THE TRUE POINT OF BEGINNING

EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH 30 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, DEEDED TO THE CITY OF PUYALLUP BY DEED RECORDED UNDER RECORDING NO. 1212399;

(ALSO KNOWN AS PARCEL C OF CITY OF PUYALLUP BOUNDARY LINE ADJUSTMENT NO. 95-84-008, RECORDED UNDER PIERCE COUNTY RECORDING NO. 9507170491.)

TOGETHER WITH

EXHIBIT 'A'
PAGE 2 OF 2

PARCEL C:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,974.60 FEET;
THENCE NORTH 01°06'54" WEST, 615.92 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°01'41" WEST, 292.30 FEET;
THENCE NORTH 61°33'32" WEST, 44.88 FEET;
THENCE NORTH 15°12'37" WEST, 219.64 FEET;
THENCE NORTH 88°57'28" WEST, 243.13 FEET;
THENCE NORTH 00°48'44" WEST, 226.43 FEET;
THENCE NORTH 27°29'55" WEST, 143.38 FEET;
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THENCE NORTH 28°41'48" EAST, 80.82 FEET;
THENCE NORTH 51°21'11" WEST, 132.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
THENCE SOUTH 89°22'06" EAST ALONG SAID LINE, A DISTANCE OF 605.46 FEET;
THENCE SOUTH 01°06'54" EAST, 750.69 FEET TO THE TRUE POINT OF BEGINNING;

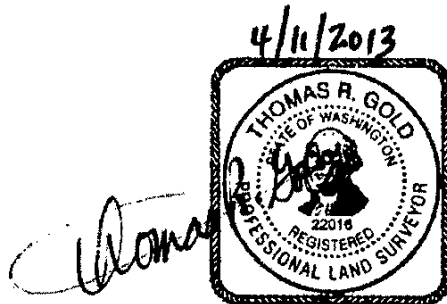
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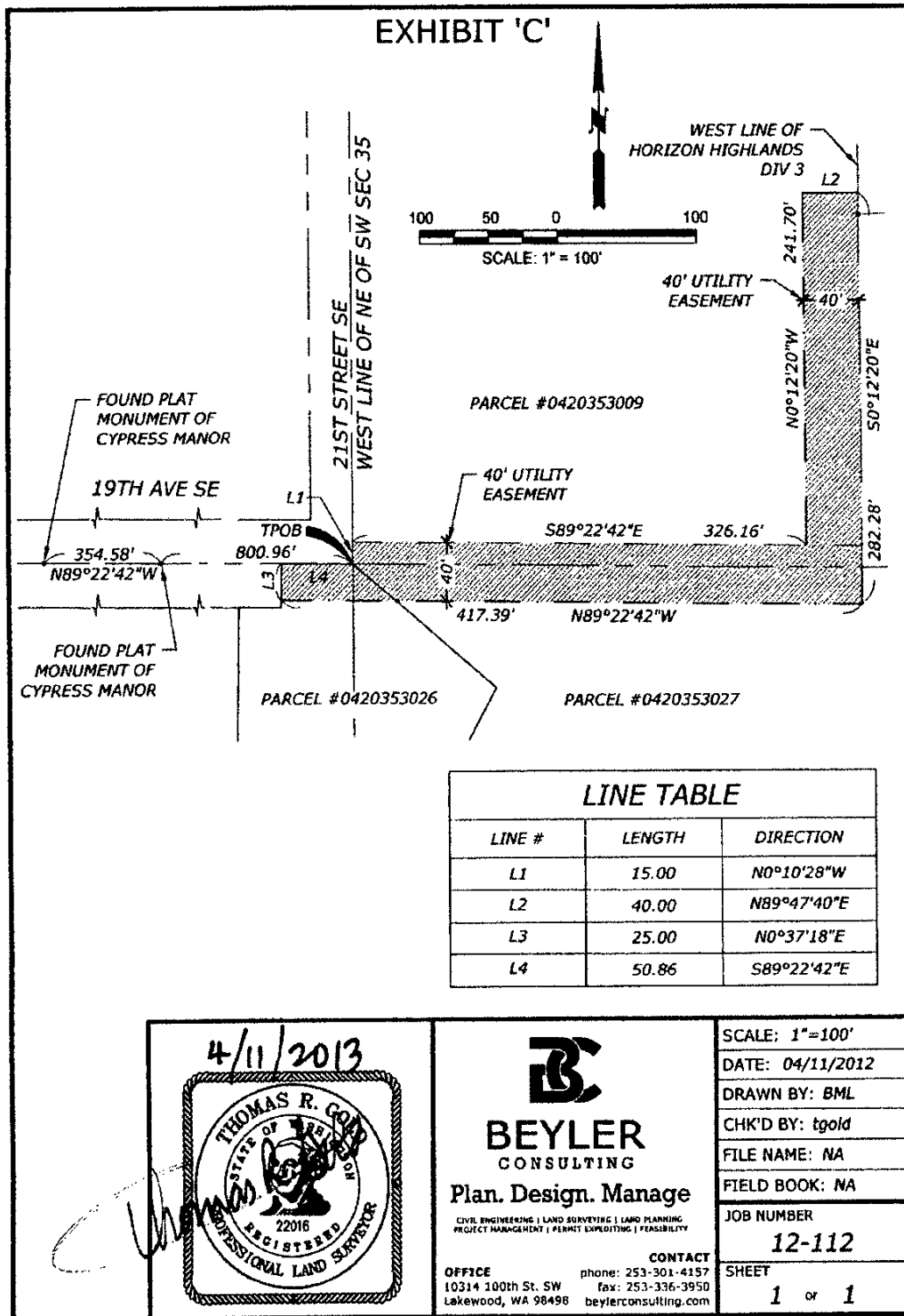


EXHIBIT 'B'
UTILITY EASEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W. M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT IN THE CENTERLINE OF 19TH AVENUE SOUTHEAST AT THE NORTHEAST CORNER OF CYPRESS MANOR PER PIERCE COUNTY RECORDING NUMBER 200705235001 FROM WHICH THE MONUMENT IN THE CENTERLINE OF 19TH AVENUE SOUTHEAST AT THE NORTHWEST CORNER OF SAID CYPRESS MANOR BEARS NORTH 89°22'42" WEST, 354.58 FEET; THENCE ALONG SAID CENTERLINE SOUTH 89°22'42" EAST, 800.96 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE NORTH 00°10'28" WEST, 15.00 FEET; THENCE PARALLEL WITH SAID CENTERLINE SOUTH 89°22'42" EAST, 326.16 FEET TO A LINE PARALLEL WITH AND 40.00 FEET WEST AT RIGHT ANGLES TO THE WEST LINE OF HORIZON HIGHLANDS DIV. 3 PER PIERCE COUNTY RECORDING NUMBER 2481033; THENCE ALONG SAID PARALLEL LINE NORTH 00°12'20" WEST, 241.70 FEET; THENCE NORTH 89°47'40" EAST, 40.00 FEET TO THE AFOREMENTIONED WEST LINE OF HORIZON HIGHLANDS DIV. 3; THENCE ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED SOUTH 00°12'20" EAST, 282.28 FEET; THENCE PARALLEL WITH THE AFOREMENTIONED CENTERLINE OF 19TH AVENUE SOUTHEAST NORTH 89°22'42" WEST, 417.39 FEET; THENCE NORTH 00°37'18" EAST, 25.00 FEET TO SAID CENTERLINE; THENCE ALONG SAID CENTERLINE SOUTH 89°22'42" EAST, 50.86 FEET TO THE TRUE POINT OF BEGINNING.





201506220928 CCOMITA 5 PGS
06/22/2015 04:09:34 PM \$76.00
AUDITOR, Pierce County, WASHINGTON

CITY OF PUYALLUP
333 S. MERIDIAN
PUYALLUP, WA 98371

EASEMENT

THE GRANTORS Peter Chen & Liu Beth
having an interest in the property hereinafter described:

SEE EXHIBIT 'A'

For and in consideration of One and No/100 Dollars (\$1.00) in hand paid, and other good and valuable consideration, receipt and exchange of which is hereby acknowledged, hereby grants and conveys to the City of Puyallup, a municipal corporation, an easement and right-of-way over, across and through a strip of land 40 FEET in width being
DESCRIBED IN EXHIBIT 'B'

For the purpose of granting said easement shall be for constructing, reconstructing, repairing, and maintaining utilities to be constructed by, through or under the above described property together with ingress thereto and egress and to those acting under said grantee the use of such additional area immediately adjacent to said easement as shall be required for the reconstruction, repair or maintenance of such utility placed in the above described easement such additional area to be held to a minimum and returned to its original state by the grantee or its agents.

IN WITNESS WHEREOF the grantors have hereunto set their hand this 19th day of June 2015

Yf Chen
Liu Beth

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

On this day personally appeared before me Beth Liu AND Peter Y Chen

to me known as the individual described in and who executed and within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of June 2015

Marilyn Ann Pinckney
Signature
MARILYN ANN PINCKNEY
Notary Public in and for the State of WASHINGTON
residing at TACOMA WA
My commission expires 12-01-2017

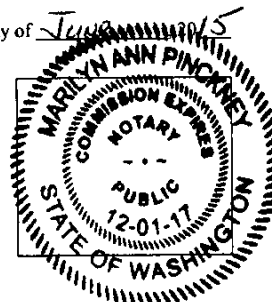


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