



RESOLUTION NO. U-11502

1 A RESOLUTION related to the Department of Public Utilities, Light Division;
2 authorizing the execution of an Easement Agreement to Stephen W.
3 Weigley and Barbara A. Davenport.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light
5 Division ("Tacoma Power") has requested authorization to enter into an
6 Easement Agreement ("Agreement") with Stephen W. Weigley and Barbara A.
7 Davenport, to convey a non-exclusive easement (Easement No. 13965),
8 consisting of approximately 4,475 square feet of land, for ingress and egress
9 across the Potlatch-Cushman Line Corridor on the Key Peninsula in
10 unincorporated Pierce County, and
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12 WHEREAS the Weigley and Davenport property is located north of
13 Tacoma Power's Potlatch-Cushman Transmission Line Corridor, and
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15 WHEREAS a single-family residence and related improvements are
16 located on the Weigley/Davenport property, which has been accessed across
17 the Corridor since 2000 via permit (Permit No. 1565) from Tacoma Power, and
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19 WHEREAS the property owners (Weigley/Davenport) would like to allow
20 construction and operation of a cell tower on their property, subject to all land
21 use permitting requirements of Pierce County, and
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23 WHEREAS the Agreement has been reviewed by the City Attorney's
24 Office, Tacoma Power, and Real Property Services; and the proposed amount
25 of consideration for this easement is \$75,000, Now, therefore,
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BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

1 That the Public Utility Board of the City of Tacoma hereby authorizes
2 approval of an Easement Agreement with Stephen W. Weigley and Barbara A.
3 Davenport, to convey a non-exclusive easement (Easement No. 13965),
4 consisting of approximately 4,475 square feet of land, for ingress and egress
5 across the Potlatch-Cushman Transmission Line Corridor on the Key Peninsula
6 in unincorporated Pierce County, to allow access for the construction and
7 operation of a cell tower on the Weigley/Davenport property, in the amount of
8 \$75,000, and that the proper officers of the City are authorized to execute said
9 agreement substantially in the form as on file with the Clerk and as approved by
10 the City Attorney's Office.
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12

13 Approved as to form:


14 _____
15 /s/
16 Chief Deputy City Attorney

Adopted _____

17 _____
18 Clerk
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Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM:  Chris Robinson, Power Superintendent
Greg Muller, Senior Real Property Officer, Real Property Services
MEETING DATE: December 11, 2024
DATE: November 27, 2024

STRATEGIC DIRECTIVE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Strategic Directives is supported by this action.

- | | |
|--|---|
| <input type="checkbox"/> GP1 – Diversity, Equity, Inclusion, Belonging | <input type="checkbox"/> GP8 – Telecom |
| <input checked="" type="checkbox"/> GP2 – Financial Sustainability | <input checked="" type="checkbox"/> GP9 – Economic Development |
| <input type="checkbox"/> GP3 – Rates | <input type="checkbox"/> GP10 – Government Relations |
| <input type="checkbox"/> GP4 – Stakeholder Engagement | <input type="checkbox"/> GP11 – Decarbonization/Electric Vehicles |
| <input type="checkbox"/> GP5 – Environmental Leadership | <input type="checkbox"/> GP12 – Employee Relations |
| <input type="checkbox"/> GP6 – Innovation | <input type="checkbox"/> GP13 – Customer Service |
| <input type="checkbox"/> GP7 – Reliability & Resiliency | <input type="checkbox"/> GP14 – Resource Planning |

SUMMARY: Tacoma Power requests your approval of an Easement Agreement to convey a non-exclusive easement (Easement No. 13965), consisting of approximately 4,475 square feet of land, for ingress and egress across the Potlatch-Cushman Transmission Line Corridor on the Key Peninsula in unincorporated Pierce County, to property owned by Stephen W. Weigley and Barbara A. Davenport, for \$75,000.

BACKGROUND:

The Weigley and Davenport property is located north of Tacoma Power's Potlatch-Cushman Transmission Line Corridor. A single family residence and related improvements are located on the Weigley and Davenport property, which has been accessed across the Corridor since 2000 via a permit (Permit No. 1565) from Tacoma Power. As the property owners would like to allow construction and operation of a cell tower on their property, a use not allowed per the permit, and the property is located in the West Easement Area of the 2008 settlement Easement Agreement (Easement No. 12711) between Tacoma Power and various property owners, termination of the existing permit and granting of the proposed easement would solidify the property's access rights across the Corridor and allow installation of the cell tower on the Weigley and Davenport property, subject to all land use permitting requirements of Pierce County. No previous request has been submitted to Board in relation to this proposal. The easement agreement documents have been reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

N/A

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No

ATTACHMENTS: Easement Agreement (Easement No. 13965); Easement No. 12711, Location Map

CONTACT: Primary Contact: Greg Muller, Senior Real Property Officer, 253.337.3164
Supervisor: Dylan Harrison, Principal Real Property Officer, Ext 8836

WHEN RECORDED RETURN TO:
Tacoma Public Utilities
Real Property Services
3628 South 35th Street
Tacoma, WA 98409

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
EASEMENT NO. E13965

Reference No.	P2024-095 GWM
Grantor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Grantees:	Stephen W. Weigley and Barbara A. Davenport, husband & wife
Legal Description:	Southeast Quarter (SE¼) of Southeast Quarter (SE¼) of Section 13, Township 22 North, Range 01 West, W.M., Pierce County, WA.
Tax Parcel No.:	Portion of 0022134001 and 0022241003
Benefitted Tax Parcel No.:	0022134011

(THIS SECTION FOR AUDITOR'S INDEXING PURPOSES ONLY)

THIS EASEMENT AGREEMENT ("Easement Agreement") is entered into by the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), a municipal corporation, organized and existing under the laws of the State of Washington, hereinafter referred to as "Tacoma Power" or "Grantor", record owner of the Easement Area described hereinafter, and Stephen W. Weigley and Barbara A. Davenport, husband and wife, referred to herein as "Grantees."

BACKGROUND

A. The Grantees have requested that Tacoma Power grant an Easement for access to the Grantees' non-abutting real property (the "Benefitted Property") as legally described as follows:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 13, Township 22 North, Range 01 West, W.M.;

Except therefrom the South 66 Feet for Transmission Right of Way;

Also except therefrom the North 60 Feet of the South 126 Feet for County Right of Way;

All located in Pierce County, WA.

B. The Benefitted Property is located in the vicinity of the West Easement Area as defined in that certain Easement Agreement dated June 25, 2008 and recorded June 27, 2008 under Auditor's File No. 200806270799, records of Pierce County, WA (also identified as Tacoma Power Easement No. 12711).

C. Tacoma Power, for the consideration provided for below, is willing to grant and convey a non-exclusive easement over a parcel of land in Pierce County, Washington, known as the Potlatch-Cushman Transmission Line Corridor, and legally described below.

NOW THEREFORE, in consideration of the value, covenants, and obligations specified below, the parties to this Easement Agreement agree as follows:

1. **Incorporation of Background Information.** The foregoing background information is incorporated into this Easement Agreement as if fully written here.

2. **Grant of Easement**

Grantor, for and in consideration of **Seventy-Five Thousand and No/100 (\$75,000.00) Dollars**, does hereby grant and convey to the Grantees a non-exclusive easement ("Easement") for the purposes specified herein, said Easement over the real property ("Easement Area"), as legally described in Exhibit A and as depicted in Exhibit B.

3. **Terms**

- a. The terms and provisions of the herein Easement Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs.
- b. The Term of this Easement Agreement shall commence on the date of recording and shall run in perpetuity unless terminated pursuant to the terms and conditions set forth herein.
- c. The rights granted to the Grantees are indivisible. Should the Grantees' benefitted real property be subdivided or parceled, owners of the additional parcels shall not be entitled to exercise the rights granted herein. Such owners must apply separately for an easement for any new residence, which may or may not be granted by Tacoma Power. Any grant of easements and related rights shall be at the sole discretion of Tacoma Power.
- d. The terms, conditions, and obligations, including but not limited to the Grantees' obligation to pay their pro-rata share of the costs of maintaining, repairing, improving, constructing or reconstructing the roadway within the West Easement Area, of that certain Easement Agreement dated June 25, 2008 and recorded

June 27, 2008 under Auditor's File No. 200806270799, records of Pierce County, WA (also identified as Tacoma Power Easement No. 12711), by and between the City of Tacoma and Tacoma Public Utilities (collectively called therein "City") and various property owners (collectively called therein "Benefitted Owners") are hereby accepted by Grantees and shall fully apply to the Easement granted herein, and Grantees shall be deemed additional "Benefitted Owners" per Easement No. 12711. Should there be a conflict between the terms, conditions, and obligations of Tacoma Power Easement No. 12711 and the Easement Agreement and Easement granted herein, any conflicts shall be resolved in favor of Tacoma Power Easement No. 12711.

4. **Covenants and Conditions**

- a. **Purpose.** Tacoma Power grants the above-described right to use the Easement Area to the Grantees for the express purpose of crossing the Potlatch-Cushman Transmission Line Corridor for ingress and egress to access the non-abutting real property owned by the Grantees. The ingress and egress shall be restricted to the described Easement Area only. No other use of the subject Easement Area is granted, nor shall the Grantees enlarge the use thereof.
- b. **Ownership of Utility System.** Tacoma Power owns and controls the above-described Easement Area consistent with and as part of its Utility System. The rights granted herein are subordinate to, and subject to, the paramount right of Tacoma Power to use said Easement Area for uses deemed necessary or convenient to Tacoma Power. Grantees shall not damage or interfere with Tacoma Power's use of its Easement Area, structures, or facilities. Except as specifically provided for herein, no structures of any type may be placed on the Easement Area, nor shall the Easement Area be barricaded, fenced or blocked by the Grantees in any way.

- c. **Easement Closure Risk.** Grantees assume all risks and costs associated with easement access due to the Potlatch-Cushman Transmission Line Corridor closures and blockages by any closure event, including but not limited to environmental regulation, or natural disaster, including fire, flood, snow, slides, tree windthrow, or road washout. Tacoma Power is not obligated to repair or unblock the Potlatch-Cushman Transmission Line Corridor leading to the Easement Area or any part of the Easement Area described herein if Tacoma Power determines the route is no longer safe or viable.

- d. **Indemnification.** The Grantees, their successors and assigns, to the fullest extent allowed by law, agree to indemnify, defend, and hold harmless Tacoma Power, its officers and employees, from any and all claims for damages or loss to Tacoma Power's operations or property and from any and all claims or litigation arising in connection with this Easement and Easement Agreement. This includes damages, loss, and personal injury (including death) to property or persons, including injuries or death to Grantees, or Grantees' agents, contractors, or employees, which may be caused or occasioned by the existence, operation, use, or maintenance of any and all of the property subject to this Easement or associated with the rights granted hereunder, or caused or occasioned by an act, deed, or omission of the Grantees, Grantees' agents, employees, guests, customers, or invitees. In this regard, Grantees hereby waive immunity under Title 51 RCW, Industrial Insurance Laws. Tacoma Power agrees to be responsible for its sole negligence or the sole negligence of its employees and officers occurring within the scope of their employment. This indemnification has been mutually negotiated.

- e. **Utilities.** Grantees shall not install or construct utilities in the Easement Area or any other portion of the Potlatch-Cushman Transmission Line Corridor without obtaining prior written permission of Tacoma Power who reserves all rights to review and approve all utility service plans. This Easement Agreement and Easement shall not be effective until such approval has been obtained.

- f. **Authorized Improvements.** Grantees agree that any and all Grantee-installed access improvements, including but not limited to future driveway design, construction, maintenance, repair, or replacement occurring on or impacting the Easement Area shall be approved in writing by Tacoma Power prior to construction thereof. Such authorized improvements shall comply with all federal, state and local regulations. Grantees shall be solely responsible for and pay all costs associated with the construction, maintenance, repair, replacement, or upkeep of any existing or future driveway or other authorized improvements occurring on or impacting the Easement Area. Any improvements to the Easement Area shall not become the property of Tacoma Power unless the written approval described above specifically provides otherwise. Improvements installed by Grantees shall, at Tacoma Power's option, be removed at the termination or expiration of the Easement at Grantees' expense.

- g. **Relocation.** Grantor may, in its sole discretion, direct Grantees to remove and relocate, within the Easement Area, their driveway or other authorized improvements in order to accommodate the Grantor's construction, improvement, change, or operation of its utility system including, but not limited to, the relocation of Grantor's poles and/or towers. Removal and relocation of said driveway or other authorized improvements shall be at the sole cost and expense of Grantees.

- h. **Waste.** Grantees shall not cause nor permit any filling activity to occur in or on the Easement Area, except as approved by Tacoma Power. Grantees shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

- i. **Warranty.** Tacoma Power does not warrant its authority to grant the above-described use of the Easement Area, and the Grantees agree to secure any other

rights that are needed by them for their respective lawful use of said Easement Area.

- j. **Prior Agreements.** The rights herein granted shall be subject to any prior agreements or contracts made or entered into by Tacoma Power and further shall be subject to any subsequent agreements between city, state, or federal wildlife, fish, ecology, energy, or other regulatory agency having jurisdiction over the City of Tacoma's hydroelectric, transmission, water supply, and railway systems.

- k. **Other Agency Regulations.** This Easement, the Grantees, as well as Tacoma Power, are at all times subject to provisions and requirements of federal, state, and local agencies and any future rules and regulations of these agencies or their successors or assigns. The rights granted herein are subject to any lawful rules or regulations now in effect or which hereafter might become effective which are imposed upon the subject Easement Area by any regulating authority including Tacoma Power. Tacoma Power reserves the right at any and all times to prescribe additional rules and regulations for the conduct, operation, and maintenance of any or all the rights and privileges granted under the terms of this Easement Agreement. Grantees shall not be entitled to any reimbursement for the cost of repairing, replacing or relocating said improvements, and Grantees shall solely bear all expenses for the repair, replacement and/or enhancement of said improvements.

- l. **Non-Exclusive Rights.** This Easement is non-exclusive, and shall not prohibit Tacoma Power from granting other rights of like or other nature to others, nor shall it prevent Tacoma Power from using any of the subject Easement Area or affect its right to full supervision and control over all or any part of the said Easement Area, none of which is hereby surrendered, in order to install, maintain, and operate the utility system as a necessity or for convenience purposes.

- m. **Exclusive Tacoma Power Control and Access in Cases of Emergency.** Tacoma Power shall have the right to assert exclusive temporary control over access and use of the Easement Area as necessary, in Tacoma Power's sole discretion, for purposes of conducting emergency repairs and/or maintenance to its electrical utility facilities located on the Easement Area. Grantees hereby expressly acknowledge this right and agree to hold Tacoma Power harmless against any claims, demands or damages related to temporary denial of access and use of the Easement Area hereunder.
- n. **Acknowledgement.** As a condition of this Easement all parties hereto agree that each of the Grantees' respective successors and/or assigns, in order to be entitled to and benefit from this Easement shall acknowledge and accept the terms and conditions set forth in this Easement Agreement. Upon a subsequent sale, transfer or conveyance of those lands being benefited hereby, each such successor or assign shall execute an Acknowledgement to be attached hereto. Said Acknowledgement shall expressly accept said terms and conditions herein and shall be recorded with the Pierce County Auditor upon conveyance.
- o. **Sale or Transfer.** If Tacoma Power should sell, transfer or convey all or any part of the Potlatch-Cushman Transmission Line Corridor which constitutes the Easement Area, Tacoma Power does not warrant the rights granted herein.
- p. **Assumption of Risks.** The Grantees acknowledge the presence of utility operations, including but not limited to high voltage transmission lines on the Easement Area and City Property (as defined in Easement No. 12711) and acknowledge and accept the risks of the potential danger and hazard to life and property associated with such utility operations and high voltage transmission lines. Further, the Grantees understand that road surfaces and bridges within the Easement Area were not designed, constructed, or maintained to County or State standards, and Grantees accept the risks of use of said surfaces and bridges.

Grantor expressly disclaims any representations or warranty that the Easement or Easement Area is suitable for the Purpose described herein.

- q. **Nonliability.** Grantor shall not be liable to Grantees or to any third parties entering upon the Easement Area related to or in furtherance of any act or thing done in connection with the use the use of the Easement Area. Grantees, on behalf of themselves and their employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the use of the Easement Area.

- r. **Environmental Liability.** Grantees assume sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Grantees, their agents, employees, volunteers, subcontractors, invitees, licenses, or guests. A "Hazardous Substance" as used in this Easement Agreement shall mean the presence of any substance or group of substances on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

- s. **Taking.** If the Easement Area, or any portion thereof, should be taken for any public or quasi-public use under governmental law, ordinance ore regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantees for their loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking,

Grantees may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein. Grantor shall receive the entire award for any Taking of the Easement Area or portion thereof, with no compensation due Grantees.

- t. **Binding on Successors.** The terms and conditions of this Easement Agreement shall constitute real covenants that run with the land and are binding upon heirs, successors and assigns.
- u. **Assignment.** Grantees shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement Agreement without the prior written consent of the Grantor.
- v. **Condition Subsequent.** Grantor reserves the right to terminate this Easement Agreement upon Grantees' failure to cure an actual breach of the terms and conditions hereof within sixty (60) days of receiving written notice from the Grantor of an alleged breach of any term or condition of the Easement Agreement.
- w. **No Third-Party Beneficiaries.** This Easement Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either party hereto.
- x. **Waiver.** A waiver or failure by either party to enforce any provision of this Easement Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Easement Agreement.
- y. **Severability.** If any term, condition, or provision of this Easement Agreement is declared void or unenforceable or limited in its application or effect, such event shall

not affect any other provisions hereof and all other provisions shall remain fully enforceable.

- z. **All Writings Contained Herein.** This Easement Agreement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by the parties.

- aa. **Applicable Laws; Reasonable Use.** In exercising their rights under this Easement Agreement, Grantees shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to its use of the Easement Area. Any use, entrance upon or movement over, under, upon, along and/or across the Easement Area by Grantees shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof by Grantor. Grantees shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste or allow the Easement Area to be used for any immoral or unlawful purpose.

- bb. **Disclaimers.** Grantees acknowledge and agree that Tacoma Power has made no representation as to the present or future condition of the Easement Area and Tacoma Power expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Grantees' intended uses.

5. **Termination**

- a. **Failure of Acknowledgement.** If the Grantees hereunder, or their respective successors and/or assigns, should fail to acknowledge and accept the terms and conditions of this Easement Agreement, then the Easement rights expressed herein

shall automatically terminate with respect to the non-accepting Grantee. In the event of such termination, all ingress and egress rights of said Grantee to the Easement Area shall cease.

- b. **Failure or Breach.** In the event the Grantees fail or breach the terms and/or conditions of the Easement Agreement herein, Tacoma Power reserves the right to terminate or cancel the rights granted herein; or to reconcile or cause a remedy in order to cure said failure or breach of this Easement Agreement. Such actions shall be at the discretion of Tacoma Power. If said remedies to cure a failure or breach of this Easement Agreement are not forthcoming, the Grantees collectively shall have the right to create a remedy which is acceptable to Tacoma Power within 180 days from written notice by Tacoma Power else the Easement Agreement shall be terminated after a 180-day notice.
- c. **Abandonment.** Should the Grantees fail to use the Easement Area as provided for herein for a period of 5 consecutive years, this Easement and Easement Agreement shall automatically terminate.
- d. **Loss of Grantees' Access to Easement Area.** Grantees have been provided access to the Easement Area from the north of the Potlatch-Cushman Transmission Line Corridor via a license from Pierce County dated November 29, 1999, and recorded March 29, 2000 under Auditor's File No. 200003290012, records of Pierce County, WA ("Grantees' License"). Also, once the subject Easement is recorded, Grantees shall have access to Crews Road NW to the south of the Potlatch-Cushman Transmission Line Corridor. In the event Grantees' License is terminated for any reason, and such termination results in a loss of legal access by the Grantees to the Easement Area, or legal access to Crews Road NW is otherwise terminated for any reason, this Easement Agreement may be terminated in the sole option of the Grantor.

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TACOMA PUBLIC UTILITIES

GRANTEE

BY:

Jackie Flowers,
Director of Utilities

Stephen W. Weigley Date

Approved:

Barbara A. Davenport Date

Chris Robinson, Power Superintendent

Reviewed for Tacoma Power:

Joseph A. Wilson, T&D Section Manager

John Nierenberg, T&D Asst. Section Manager

Paul Lennemann, Surveying Manager

Approved as to form:

Michael W. Smith, Deputy City Attorney

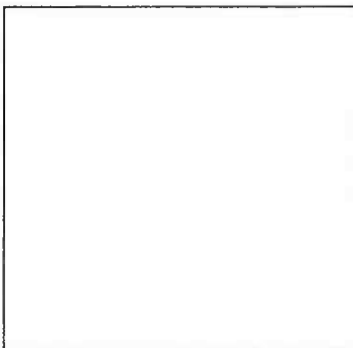
STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Jackie Flowers, to me known to be the Director of Utilities of the City of Tacoma, Department of Public Utilities, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Tacoma Power, for the uses and purposes herein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dated this _____ day of _____, 20__

Place Notary Seal in Box



Notary Public in and for the State
of Washington
Residing in _____
My Commission Expires _____

**EXHIBIT "A"
ACCESS EASEMENT**

LEGAL DESCRIPTION

A PORTION OF THE SOUTH 66 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, AND THE NORTH 66 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE WASHINGTON SOUTH STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 1.00000818

COMMENCING AT AN 1 INCH IRON BAR AT THE SOUTHEAST CORNER OF SAID SECTION 13, FROM WHICH A STONE MONUMENT WITH "X" AT THE SOUTHWEST CORNER OF SAID SECTION 13 BEARS NORTH 89°20'48" WEST, 2678.72 FEET; THENCE NORTH 88°54'42" WEST, 2686.71 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT NORTH 89°20'48" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, 560.72 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 34°58'49" WEST, 79.92 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH 66 FEET OF SAID SECTION 24, THENCE ALONG SAID LINE, NORTH 89°20'48" WEST, 33.91 FEET; THENCE DEPARTING SAID LINE, NORTH 34°58'49" EAST, 79.92 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 13; THENCE CONTINUING NORTH 34°58'49" EAST, 79.92 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH 66 FEET OF SAID SECTION 13; THENCE ALONG SAID LINE, SOUTH 89°20'48" EAST, 33.91 FEET; THENCE DEPARTING SAID LINE, SOUTH 34°58'49" WEST, 79.92 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 13 AND RETURNING TO THE POINT OF BEGINNING.

CONTAINING 4,475 SQUARE FEET (0.103 ACRES) OF LAND, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER THE SUPERVISION OF:



DATE SIGNED: 10/17/2024

SHEET 1 OF 1

BY:  **ambit consulting**
 1225 CORNWALL AVE
 SUITE 301
 BELLINGHAM, WA 98225
 PH: (425) 459-4372
 www.ambitconsulting.us

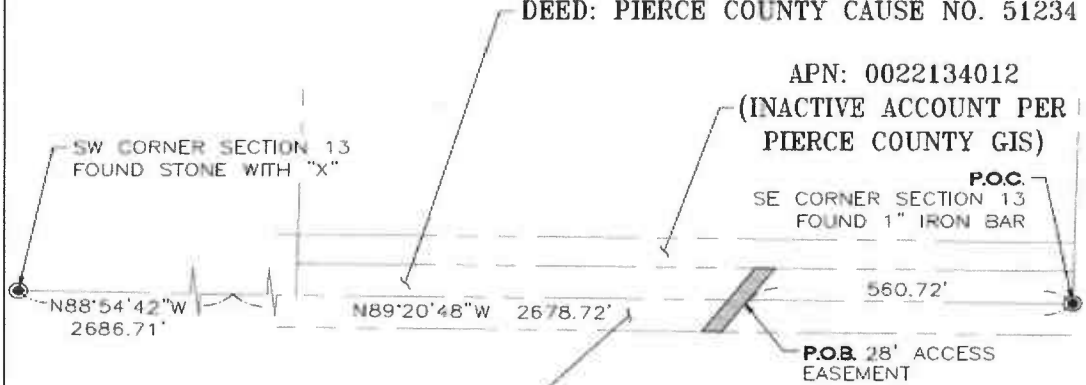
FOR: SBA
 SUNSHINE, WA
 14401 CREWS ROAD NW
 GIG HARBOR, WA 98329
 PIERCE COUNTY

REV:	BY:	CHKD:	DATE:
0	AC	NS	05/14/24
1	CK	NS	09/13/24

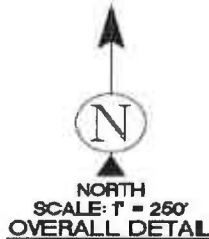
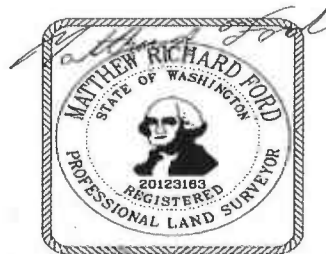
**EXHIBIT "B"
ACCESS EASEMENT**

ACCESS PARCEL
APN: 0022134001
OWNER: CITY OF TACOMA
DEED: PIERCE COUNTY CAUSE NO. 51234

APN: 0022134012
(INACTIVE ACCOUNT PER
PIERCE COUNTY GIS)



ACCESS PARCEL
APN: 0022241003
OWNER: CITY OF TACOMA
DEED: PIERCE COUNTY CAUSE NO. 51234



LEGEND	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SQFT	SQUARE FEET
⊙	AS NOTED
---	EASEMENT
---	PROPERTY LINES

SHEET 1 OF 2 DATE SIGNED: 10/17/2024

BY:  **ambt consulting**
 1225 CORNWALL AVE
 SUITE 305
 BELLINGHAM, WA 98226
 PH: (425) 458-8072
 www.ambtconsulting.com

FOR: **SBA**
SUNSHINE, WA
14401 CREWS ROAD NW
GIG HARBOR, WA 98329
PIERCE COUNTY

REV:	BY:	CHKD:	DATE:
0	AC	NS	05/14/24
1	CK	NS	09/13/24

REAL PROPERTY SERVICES ILLUSTRATION - Not to scale

**EXHIBIT "B"
ACCESS EASEMENT**

APN: 0022134012

(INACTIVE ACCOUNT PER PIERCE COUNTY GIS)

THE SOUTH 66 FEET OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 13

S89°20'48"E 33.91'

ACCESS PARCEL

APN: 0022134001

OWNER: CITY OF TACOMA

DEED:

PIERCE COUNTY CAUSE NO. 51234

P.O.B. 28' WIDE NON-EXCLUSIVE
ACCESS EASEMENT (4475 SQFT)

N89°20'48"W 560.72'

THE NORTH 66 FEET OF THE NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF SECTION 24

ACCESS PARCEL

APN: 0022241003

OWNER: CITY OF TACOMA

DEED: PIERCE COUNTY CAUSE NO. 51234

N89°20'48"W
33.91'



**NORTH
SCALE 1" = 30'
DETAIL**



DATE SIGNED: 10/17/2024

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SQFT	SQUARE FEET
---	EASEMENT
---	PROPERTY LINES

SHEET 2 OF 2

BY:



amblt consulting

1725 CORMWELL AVE
SUITE 301
BELLINGHAM, WA 98225
PH: (425) 859-4072
WWW.AMBLTCONSULTING.COM

FOR:

SBA
SUNSHINE, WA
14401 CREWS ROAD NW
GIG HARBOR, WA 98329
PIERCE COUNTY

REV:	BY:	CHKD:	DATE:
0	AC	NS	05/14/24
1	CK	NS	09/13/24

REAL PROPERTY SERVICES ILLUSTRATION - Not to scale

LOCATION MAP
TACOMA POWER EASEMENT TO WEIGLEY AND DAVENPORT
FOR INGRESS AND EGRESS ACROSS THE
POTLATCH-CUSHMAN TRANSMISSION LINE CORRIDOR



4,475± SQUARE FEET OF LAND

PIERCE COUNTY TAX PARCEL NOS. 0022134001 AND 0022241003

ON KEY PENINSUAL IN

UNINCORPORATED PIERCE COUNTY, WA

200805270799 56 PGS
 06/27/2008 4:17pm \$97.00
 PIERCE COUNTY, WASHINGTON



P2008-177



E12711

When Recorded, Return to

WILLIAM FOSBRE
 OFFICE OF THE CITY ATTORNEY
 TACOMA PUBLIC UTILITIES
 P O BOX 11007
 TACOMA, WA 98411

DOCUMENT TITLE	Easement Agreement
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	
GRANTOR	City of Tacoma; Tacoma Public Utilities
GRANTEE	Sherman, Douglas W. and Lori A. Flanders, G. Jeannie & Estate of Ross L. Flanders Lott, Lance A. and Tina M. Jacobsen, Gayle M. Stebner, Leslie & Grable, Jason Wallwork Investments LLC Hotes, Jr., Charles Martin and Carla J. Hupp Springs Development, LLC Fitzwater, Norma Fitzwater, Elaine Fenn, Mark Ennis, Harvey & Donna L. Re, Jane Miller, Shawna K.
LEGAL DESCRIPTION	City of Tacoma: NE 1/4 NW 1/4 Sec. 20, Twp. 22N, Rg. 1E; NE 1/4 NW 1/4 Sec. 19, Twp. 22N, Rg. 1E; NE 1/4 Sec. 24, Twp. 22N, Rg. 1 W; SW 1/4 SE 1/4 Sec. 17, Twp. 22N, Rg. 1E; SW 1/4 SE 1/4 Sec. 18, Twp. 22N, Rg. 1E; SE 1/4 Sec. 13, Twp. 22N, Rg. 1 W Sherman: NW NE Sec. 20, Twp. 22N, Rg. 1E Flanders: SW SW Sec. 18, Twp. 22N, Rg. 1E Lott: NE NE Sec. 20, Twp. 22N, Rg. 1E Jacobsen: NE NE Sec. 20, Twp. 22N, Rg. 1E Fitzwater: NE Qtr. Sec. 20, Twp. 22N, Rg. 1 E Stebner/Grable: NE Qtr. Sec. 20, Twp. 22N, Rg. 1E Wallwork Investments LLC: NE Qtr. Sec. 20, Twp. 22N, Rg. 1E Hotes: NE Qtr. Sec. 20, Twp. 22N, Rg. 1E Hupp Springs Development: NE Qtr. Sec. 20, Twp. 22N, Rg. 1E Fenn: NE Qtr. NE Qtr, Sec. 20 Twp. 22N, R 1E Ennis: Sec. 20, Twp. 22, RG 1E

ORIGINAL

By [Signature] Auth. Sig

	Re: Sec. 17, Twp. 22, RG 1, Qtr 44 Miller: NW NE Sec. 20, Twp. 22N, Rg 1E
ASSESSOR'S PARCEL NO.	City: 012217-4002; 012220-1003; 012217-3008; 012217-3007; 012218-4005; 012218-4006; 012218-4007; 012218-3003; 002213- 4004; 012220-2004; 012220-2003; 012219-1004; 012219-1003; 012219-2004; 002224-1003 Sherman: 0122201054, 0122201056 Flanders: 0122183013 Lott: 0122201027 Jacobsen: 0122201023 Fitzwater: 0122201015 Stebner/Grable: 0122201050 Wallwork Investments LLC: 0122201006 Hotes: 0122201014 Hupp Springs Development: 0122201051, 0122201052 and 0122201011 Fenn: 0122201030 Ennis: 012201029, 012201039 Re: 012217-4-034 Miller: 0122201033

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 25th day of June, 2008 by and between the City of Tacoma and Tacoma Public Utilities (collectively called "City"), Douglas W. Sherman and Lori A. Sherman, husband and wife ("Shermans"), G. Jeannie Flanders and the Estate of Ross L. Flanders, formerly husband and wife ("Flanders"), Lance A. Lott and Tina M. Lott, husband and wife ("Lotts"), Gayle M. Jacobsen, an unmarried woman ("Jacobsen"), Leslie Stebner and Jason Grable, each as to their separate estate ("Stebner/Grable"), Wallwork Investments LLC ("Wallwork"), Charles Martin Hotes Jr. and Carla J. Hotes, husband and wife ("Hotes"), Hupp Springs Development, LLC, a Washington limited liability company ("Hupp Springs"), Norma Fitzwater and Elaine Fitzwater, each as to their separate estate ("Fitzwaters"), Mark Fenn, an unmarried man ("Fenn"), Harvey Ennis and Donna L. Ennis, husband and wife ("Ennises"), Jane Re, an unmarried woman, ("Re") and Shawna K. Miller, an unmarried woman ("Miller"). Shermans, Flanders, Lotts, Jacobsen, Stebner/Grable, Wallwork, Hotes, Hupp Springs, Fitzwaters, Fenn, Ennises, Re and Miller are sometimes collectively called herein "Benefited Owners."

WHEREAS, City owns a strip of real property on the Key Peninsula in Pierce County Washington which is legally described in Exhibit A attached hereto ("City Property"); and

WHEREAS, City currently uses the City Property for the location of its high voltage transmission lines; and

WHEREAS, Shermans own certain Pierce County real properties which are (a) slightly south of the City Property, (b) located at 14218 - 124th Avenue Ct., Gig Harbor, Washington, and (c) legally described in Exhibit B attached hereto ("Sherman Property"); and

WHEREAS, Flanders own certain Pierce County real property which is (a) adjacent to and north of the City Property, (b) located at 14615 - 144th Street Northwest, Gig Harbor, Washington, and (c) legally described in Exhibit C attached hereto ("Flanders Property"); and

WHEREAS, Lotts own certain Pierce County real property which is (a) slightly south of the City Property, (b) located at 14215 - 121st Avenue Court, Gig Harbor, Washington, and (c) legally described in Exhibit D attached hereto ("Lott Property"); and

WHEREAS, Jacobsen owns certain Pierce County real property which is (a) slightly south of the City Property, (b) located at 14209 - 121st Ave court, Gig Harbor, Washington and (c) legally described in Exhibit E attached hereto ("Jacobsen Property"); and

WHEREAS, Stebner/Grable own certain Pierce County real property which is (a) slightly south of the City Property, (b) located at 14219 - 124th Avenue Court, Gig Harbor, Washington, and (c) legally described in Exhibit F attached hereto ("Stebner/Grable Property"); and

WHEREAS, Wallwork owns certain unimproved Pierce County real property which is (a) south and adjacent to the City Property, and (b) legally described in Exhibit G attached hereto ("Wallwork Property"); and

WHEREAS, Hotes owns certain unimproved Pierce County real property which is (a) slightly south of the City Property, and (b) legally described in Exhibit H attached hereto ("Hotes Property"); and

WHEREAS, Hupp Springs owns certain unimproved Pierce County real properties which are (a) adjacent to and slightly south of the City Property, and (b) legally described in Exhibit I attached hereto ("Hupp Springs Property"); and

WHEREAS, Fitzwaters own certain Pierce County unimproved Pierce County real property which is (a) slightly south of the City Property, and (b) legally described in Exhibit J attached hereto ("Fitzwater Property"); and

WHEREAS, Fenn owns certain Pierce County real property which is (a) slightly south of the City Property, (b) located at 14219 - 121st Avenue Court, Gig Harbor, Washington, and (c) legally described in Exhibit K attached hereto ("Fenn Property"); and

WHEREAS, Ennises own certain Pierce County real properties which are (a) adjacent to and slightly south of the City Property, (b) located at 14313 - 121st Avenue Court KPN, Gig Harbor, Washington, and (c) legally described in Exhibit L attached hereto ("Ennis Property"); and

WHEREAS, Re owns certain Pierce County real property which is (a) adjacent to and north of the City Property, (b) located at 12111 - 144th Street KPN, Gig Harbor, Washington, and (c) legally described in Exhibit M attached hereto ("Re Property"); and

WHEREAS, Miller owns certain Pierce County real property which is (a) slightly south of the City Property, (b) located at 14121 - 124th Avenue Ct., Gig Harbor, Washington, and (c) legally described in Exhibit N attached hereto ("Miller Property"); and

WHEREAS, the properties identified in Exhibits B through N shall be collectively called the "Benefited Owners' Properties;" and

WHEREAS, the City Property and the Benefited Owners' Properties are hereafter sometimes collectively called the "Properties;" and

WHEREAS, several of the Benefited Owners have commenced a lawsuit against City under Pierce County Superior Court Cause No. 06-2-04233-1 (the "Lawsuit") in which they allege they are entitled to use the City Property for access to several of the Benefited Owners' Properties; and

WHEREAS, the Benefited Owners acknowledge (a) the presence of high voltage transmission lines on the City Property and over the Easement Areas, and (b) the potential danger and hazard to life and property associated with such high voltage power lines; and

WHEREAS, the Benefited Owners understand that the road surfaces and bridges within the Easement Areas were not designed, constructed, or maintained to County or State standards and were created for the use of heavy duty trucks; and

WHEREAS, the City and several of the Benefited Owners or their predecessors in title have participated in a court ordered mediation, at the conclusion of which they signed a Settlement Outline requiring that they enter into an easement agreement confirming their rights and obligations relating to the City Property; and

WHEREAS, the parties now desire to complete their settlement and enter into a recordable Agreement which will benefit and burden the Properties, in perpetuity, as hereinafter specified;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the benefits derived therefrom, the undersigned parties hereby agree as follows:

1. Grant of Access Easement to 118th Avenue. City hereby grants, bargains, sells and conveys to Shermans, Lotts, Jacobsen, Stebner/Grable, Wallwork, Hotes, Hupp Springs, Fitzwaters, Fenn, Ennises, Re and Miller a perpetual, non-exclusive easement for the purposes of (a) vehicular and pedestrian ingress and egress, and (b) maintenance, repair, construction and reconstruction of a paved or unpaved roadway, over and across a sixty (60) foot wide portion of the City Property, extending generally from the west boundary of 124th Avenue Court to 118th Avenue. The precise legal description for this easement area is attached hereto as Exhibit O (the "East Easement Area").

2. Grant of Access Easement to Crews Road. City hereby grants, bargains, sells and conveys to Flanders a perpetual, non-exclusive easement for the purposes of (a) vehicular and pedestrian ingress and egress, and (b) maintenance, repair, construction and reconstruction of a paved or unpaved roadway, over and across a sixty (60) foot wide portion of the City Property, extending generally from the west boundary of Crews Road to a point five (5) feet east of the east boundary of the driveway on the Flanders Property. The precise legal description for this easement area is attached hereto as Exhibit P (the "West Easement Area").

3. Grant of Emergency Access Easement. City hereby grants, bargains, sells and conveys to Shermans, Lotts, Jacobsen, Stebner/Grable, Wallwork, Hotes, Hupp Springs, Fitzwaters, Fenn, Ennises, Re and Miller a perpetual, non-exclusive easement for emergency vehicular and pedestrian ingress and egress over and across a sixty (60) foot wide portion of the City Property extending between Crews Road and 124th Avenue (the "Emergency Easement Area"). The precise legal description for the Emergency Easement Area is attached hereto as Exhibit Q. The Benefited Owners shall only be entitled to use the Emergency Easement Area

if the bridges which cross Huge Creek and Minter Creek, within the East Easement Area, are impassable or closed due to events beyond the reasonable control of the Benefited Owners. If either bridge is impassable or closed, City agrees to open all City gates within the Emergency Easement Area and lock them in an open position until the impassable or closed bridge is opened for vehicular traffic. At that time Benefited Owners' rights to use the Emergency Easement Area shall automatically terminate—until another bridge closure or impassable condition occurs—and City may close its gates. Apart from the obligation to open gates, City shall have no obligation to Benefited Owners to perform any maintenance on the road within the Emergency Easement Area. Upon reasonable notice from, and agreed scheduling with, an authorized representative of Benefited Owners, City shall permit Benefited Owners temporary access to the Emergency Easement Area to make such repairs as Benefited Owners, in their discretion, desire; provided, however, nothing contained herein shall obligate Benefited Owners to perform any road or other repairs within the Emergency Easement Area.

4. Agreements Not To Interfere. City agrees that it will not unreasonably interfere with the purposes for which the East, West and Emergency Easements have been granted; provided, however, City shall have the right to use-block a portion of or close the Easement Areas when, in the opinion of the City, it is necessary for the purposes of conducting emergency repairs and/or maintenance of its electrical facilities located thereon. If time permits, City agrees to mail to the Benefited Owners and/or post notices of its intention to perform the repairs and/or maintenance work. Said posting shall be placed where the East and West Easements intersect 118th Avenue and Crews Road respectively. When performing its work the City agrees to make reasonable efforts to minimize the length of time that access is impaired and, when vehicular use is blocked for more than one hour, to provide temporary alternative access through the Emergency Easement Area to the Benefited Owners' Properties until the obstruction is removed. The Benefited Owners agree to release the City from any claims for damages related to such temporary denial of access and use of the Easement Areas while emergency maintenance and/or repairs are being performed. City agrees to lock open its existing gate near 118th Avenue and leave such gate locked open unless (a) due to events beyond City's control, the Huge Creek or Minter Creek bridge is closed or impassable, or (b) the City provides the alternate access road described in paragraph 6 and 11 below, in which case the City may close and lock said gate. City agrees to lock open its existing gate near Crews Road and leave such gate locked open unless the City provides the alternate access road described in paragraph 6 and 11 below, in which case the City may close and lock said gate. Benefited Owners agree that they will not interfere with City's present or future use of the City Property for its electrical system, including but not limited to construction, location, maintenance or movement of its electrical lines (overhead or underground), poles, towers, equipment or other necessary or reasonable appurtenances related to its electric transmission and/or distribution lines or its electric system/facilities in general anywhere within the City Property (including the entire Easement Area); provided, however, if City elects to move electrical lines, poles or equipment within the East, West or Emergency Easement Area, City shall, at City's expense, construct an alternative access road (in a comparable condition) around the City's newly constructed facility and shall provide an amended legal description for the affected Easement Area which (a) includes the re-routed road, and (b) preserves the sixty

(60) foot width of the entire Easement Area. Benefited Owners agree they will not interfere with or oppose construction of a power substation, warehouse or other structure so long as it does not interfere with the Benefited Owners' access over the East, West or Emergency Easement Areas. Benefited Owners agree not leave unattended vehicles or equipment in the Easement Areas.

5. Rights Preserved in Condemnation Decree. Except as otherwise expressly provided herein, City shall retain all rights to the City Property granted in the Condemnation Decree(s) entered in Pierce County Superior Court Cause No. 51234, together with such other previously granted or condemned rights recorded with the Pierce County Recorder.

6. Maintenance of East and West Easement Areas. City shall only be obliged to maintain, repair or improve the road surfaces within the East and West Easement Areas if (a) City causes sudden damage to the road surface or the Huge or Minter Creek bridges (beyond normal wear and tear) as a result of an accident or single event; e.g. cracking, curb damage or partial collapse caused by oversized City maintenance vehicles, or (b) a government agency requires repair, improvement or upgrades of the road or bridges, unless the repair, improvement or upgrade has been directly caused by development or permitting of one of the Benefited Owners' Properties. All other maintenance, repair work, improvements, construction and reconstruction of the roadway within the West Easement Area shall be the responsibility of Flanders. All other maintenance, repair work, improvements, construction and reconstruction of the roadway and bridges within the East Easement Area shall be the responsibility of Shermans, Lotts, Jacobsen, Stebner/Grable, Wallwork, Hotes, Hupp Springs, Fitzwaters, Fenn, Ennises, Re and Miller. Except for the foregoing maintenance and repair obligations imposed upon City, the Benefited Owners hereby release City from any obligation to maintain or repair the roadway or bridges within the East and West Easement Areas. City is under no obligation to repair the road surface and bridges if they are damaged or destroyed by a natural disaster, vandalism, or other accidental or intentional act by a person or entity other than the City, its agents or employees. Notwithstanding any other provision contained herein seemingly to the contrary, in the event the then available access road becomes a public road, all maintenance obligations shall terminate.

7. Maintenance, Repair Work, Improvements, Construction, Reconstruction of Roadway or Bridges. Benefited Owners shall be permitted to perform routine maintenance of the road surface and bridges within the Easement Areas without giving notice to, or seeking the permission of, the City. Said routine maintenance shall be limited, however, to the filling of pot holes, modest grading, and the spreading of new gravel; provided, however, said work does not result in cuts or fills exceeding 12" in height. Before performing any other more substantial repair work, major improvements, construction, reconstruction, digging, bridge work, or substantial maintenance of the road surface or bridges within the Easement Areas Benefited Owners shall supply plans to City (City of Tacoma, Department of Public Utilities - City Light Division (doing business as Tacoma Power)) for approval prior to the commencement of work, except when an emergency exists. Such plans shall indicate the permanent grade established and depth of cover over any existing wires/cables and other existing utilities, and shall show the

drainage pattern within the vicinity. No such construction or improvements for roadway and/or storm drainage purposes shall be undertaken without the approval, in writing, from the Superintendent Tacoma Power. Approval shall not be unreasonable withheld. Forty-eight (48) hours' notice shall be given to Tacoma Power prior to performance of such construction or improvements. If an emergency arises, Benefited Owners shall immediately phone Tacoma Power.

No grading or digging within the Easement Areas shall result in reduced vertical distance between the existing ground surface and City's wires by more than twelve inches (12"), nor jeopardize the lateral support of any of City's towers, poles or anchors, etc. if any. Benefited Owners shall not excavate deeper than twenty-four inches (24") within twenty-five feet (25') of said towers, poles or anchors, nor shall Benefited Owners excavate more than twelve inches (12") within ten feet (10') of towers, nor closer than two feet (2') from said existing wood poles or anchors without obtaining City's prior written approval. Benefited Owners shall not perform any excavation in Easement Areas which impedes City's access to its facilities.

Benefited Owners agree to ensure that a minimum of 20 feet (measured both vertically and horizontally) is maintained between their or their contractors' personnel and construction equipment and Tacoma Power towers and/or conductors in accordance with WAC 296-24-960 (or any future version of this or other applicable regulation); provided, however, Benefited Owners and their contractors shall be permitted to operate their equipment on portions of the existing road that lies within 20 feet of City's towers and/or conductors.

8. Easements to Non-Parties. In the event the City decides to grant an easement for ingress and egress over the West Easement Area to a non-party to this Agreement (a "Grantee"), as a condition to granting said easement the City will require, in a recorded easement agreement that benefits and burdens the Grantee's property in perpetuity, that the Grantee (a) pay his/her/their pro-rata share of the costs of maintaining, repairing, improving, constructing or reconstructing the roadway within the West Easement Area, and (b) ratify, adopt and incorporate by reference all of the terms of this Agreement, thereby subjecting the Grantee's property to the terms of this Agreement. Each share shall be determined by a fraction, the numerator of which is the number of tax parcels owned by the Grantee and the denominator of which is the total number of tax parcels thereafter benefited by the ingress and egress easement over the West Easement Area.

In the event the City decides to grant an easement for ingress and egress over the East Easement Area to a non-party (also called a "Grantee") to this Agreement, as a condition to granting said easement the City will require, in a recorded easement agreement that benefits and burdens the Grantee's property in perpetuity, that the Grantee (a) pay his/her/their pro-rata share of the costs of maintaining, repairing, improving, constructing or reconstructing the roadway and bridges within the East Easement Area, and (b) ratify, adopt and incorporate by reference all of the terms of this Agreement, thereby subjecting the Grantee's property to the terms of this Agreement. Each share shall be determined by a fraction, the numerator of which is the number of tax parcels owned by the Grantee and the denominator of which is the

total number of tax parcels thereafter benefited by the ingress and egress easement over the East Easement Area

9. Conditions on Permits. Notwithstanding the foregoing, if Pierce County conditions issuance of a building, development or platting permit on the applicant Benefited Owner making improvements or upgrades to the road or bridges within either the East or West Easement Area, the applicant Benefited Owner shall be responsible for all of the costs of such improvements or upgrades, and the Benefited Owners hereby release City from any obligation to make or pay for such improvements or upgrades.

10. Responsibility for Enforcement. It will be the responsibility of the Benefited Owners to enforce the obligation that all parties pay their agreed upon shares of the costs of maintaining, repairing, improving, constructing or reconstructing the road surfaces and bridges with the affected Easement Areas.

11. Alternate Access Road. The City may, in its discretion and at its sole expense, apply for and construct an alternative ingress and egress route that is reasonably equivalent in distance to the access provided over the East and West Easement Areas, and is constructed in a reasonably comparable, or better, condition as the road surface then being used within the East and/or West Easement Areas. Once said alternative access route is completed, and a permanent, title insurable easement for the new access route (in form and substance satisfactory to Benefited Owners, approval of which will not be unreasonably withheld) is recorded, the parties agree to execute an agreement terminating this Agreement.

12. Electrical Power And Transmission Line Safety. Electric devices, including power lines, emit electromagnetic fields (EMF). Some studies have shown that EMF may affect human and/or animal biological systems. Although a National Academy of Sciences Committee has concluded that "the findings to date do not support claims that EMF fields are harmful to a person's health," the Benefited Owners are hereby notified that potential causal connections between EMF and human diseases may exist. The City does not warrant that use of the City Property and Easement Areas are without risk of exposure to EMF. In spite of this concern, the Benefited Owners accept this easement from the City and expressly assumes all risk of harm as set forth herein. In addition, the Easement Areas are necessary for the operation and maintenance of the City's electrical system including providing power to electrical utility that services the Benefited Owner's properties. Benefited Owners may be subject to the hazards of utility operation, and Benefited Owners hereby expressly acknowledge and assume such risk.

13. Scope of Easement and Restrictions. City Property and all of the Benefited Owners' and Grantees' Properties are hereby subjected to the provisions of this Agreement and shall hereafter be owned, occupied, leased, mortgaged, sold or otherwise transferred subject to and together with the covenants, easements and restrictions set forth in this Agreement. The Easements granted herein, and all of the provisions hereof, shall be deemed to be appurtenant to the Benefited Owners' and Grantees' Properties, and may be enforced in equity as equitable servitudes, or in an action at law for damages, as the case may be, and shall benefit and

burden, and be deemed to touch and concern all Properties and shall be binding upon and enforceable by the owners thereof and their respective successors, assigns, heir, personal representatives, transferees, mortgagees, grantees and tenants.

14. Multiple Counterparts. This Agreement may be executed in as many multiple counterparts as may be convenient for the parties, but shall not be binding upon any party until the Agreement has been signed by all parties. Original signed signature pages and acknowledgements may be attached together in order to facilitate the recording of this Agreement.

DATED: 6.25.08

CITY OF TACOMA & TACOMA PUBLIC UTILITIES

By: *William H. Baarsma*
Name: William H. Baarsma
Its: Mayor

DATED: 4-14-08

Douglas Sherman
Douglas Sherman

Lori Sherman
Lori Sherman

DATED: _____

G. Jeannie Flanders

Estate of Ross L. Flanders, by
G. Jeannie Flanders, PR

DATED: _____

Lance A. Lott

Tina M. Lott

DATED: _____

Gayle M. Jacobsen

Approved as to form:
[Signature]
City Attorney

burden, and be deemed to touch and concern all Properties and shall be binding upon and enforceable by the owners thereof and their respective successors, assigns, heir, personal representatives, transferees, mortgagees, grantees and tenants.

14. Multiple Counterparts. This Agreement may be executed in as many multiple counterparts as may be convenient for the parties, but shall not be binding upon any party until the Agreement has been signed by all parties. Original signed signature pages and acknowledgements may be attached together in order to facilitate the recording of this Agreement.

DATED: _____

CITY OF TACOMA & TACOMA PUBLIC UTILITIES

By: _____
Name: _____
Its: _____

DATED: _____

Douglas Sherman

Lori Sherman

DATED: 3-26-08

G. Jeannie Flanders
G. Jeannie Flanders

PR G. Jeannie Flanders
Estate of Ross L. Flanders, by
G. Jeannie Flanders, PR

DATED: _____

Lance A. Lott

Tina M. Lott

DATED: _____

Gayle M. Jacobsen

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DATED: _____ CITY OF TACOMA & TACOMA PUBLIC UTILITIES

By: _____
Name: _____
Its: _____

DATED: _____
Douglas Sherman

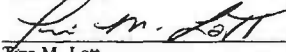
Lori Sherman

DATED: _____
G. Jeannie Flanders

Estate of Ross L. Flanders, by
G. Jeannie Flanders, PR

DATED: 4/15/08 _____

Lance A. Lott


Tina M. Lott

DATED: _____
Gayle M. Jacobsen

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DATED: _____ CITY OF TACOMA & TACOMA PUBLIC UTILITIES

By: _____
Name: _____
Its: _____

DATED: _____
Douglas Sherman

Lori Sherman

DATED: _____
G. Jeannie Flanders

Estate of Ross L. Flanders, by
G. Jeannie Flanders, PR

DATED: _____
Lance A. Lott

Tina M. Lott

DATED: 3/21/08 _____

Gayle M. Jacobsen

DATED: 03/20/08

Leslie Stebner
Leslie Stebner

Jason Grable
Jason Grable

DATED: 03/20/08

WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____

Charles Martin Hotes, Jr.

Carla J. Hotes, his wife

DATED: _____

HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____

Norma Fitzwater, as her separate estate

Elaine Fitzwater, as her separate estate

DATED: _____

Mark Fenn

DATED: _____

Harvey Ennis

Donna L. Ennis

DATED: _____

Leslie Stebner

Jason Grable

DATED: 4-8-08

WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: Charles Martin Hotes, Jr.
Its: _____

DATED: _____

Charles Martin Hotes, Jr.

Carla J. Hotes, his wife

DATED: _____

HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____

Norma Fitzwater, as her separate estate

Elaine Fitzwater, as her separate estate

DATED: _____

Mark Fenn

DATED: _____

Harvey Ennis

Donna L. Ennis

DATED: _____
Leslie Stebner

Jason Grable

DATED: _____
WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: May 07 2008
Charles M. Hotes, Jr.
Charles Martin Hotes, Jr.
Carla J. Hotes
Carla J. Hotes, his wife

DATED: _____
HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Norma Fitzwater, as her separate estate

Elaine Fitzwater, as her separate estate

DATED: _____
Mark Fenn

DATED: _____
Harvey Ennis

Donna L. Ennis

DATED: _____
Leslie Stebner

Jason Grable

DATED: _____
WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Charles Martin Hotes, Jr.

Carla J. Hotes, his wife

DATED: 5-9-2008
HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: [Signature]
Its: member

DATED: _____
Norma Fitzwater, as her separate estate

Elaine Fitzwater, as her separate estate

DATED: _____
Mark Fenn

DATED: _____
Harvey Ennis

Donna L. Ennis

DATED: _____
Leslie Stebner

Jason Grable

DATED: _____
WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Charles Martin Hotes, Jr.

Carla J. Hotes, his wife

DATED: _____
HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: 3/17/08
Norma Fitzwater
Norma Fitzwater, as her separate estate

Elaine Fitzwater
Elaine Fitzwater, as her separate estate

DATED: _____
Mark Fenn

DATED: _____
Harvey Ennis

Donna L. Ennis

DATED: _____
Leslie Stebner

Jason Grable

DATED: _____
WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Charles Martin Hotes, Jr.

Carla J. Hotes, his wife

DATED: _____
HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Norma Fitzwater, as her separate estate

Elaine Fitzwater, as her separate estate

DATED: 3/26/08
Mark Fenn
Mark Fenn

DATED: _____
Harvey Ennis

Donna L. Ennis

DATED: _____
Leslie Stebner

Jason Grable

DATED: _____
WALLWORK INVESTMENTS LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Charles Martin Hotes, Jr.

Carla J. Hotes, his wife

DATED: _____
HUPP SPRINGS DEVELOPMENT, LLC
A Washington Limited Liability Company

By: _____
Its: _____

DATED: _____
Norma Fitzwater, as her separate estate

Elaine Fitzwater, as her separate estate

DATED: _____
Mark Fenn

DATED: 5-19-2008
Harvey Ennis
Harvey Ennis

Donna L. Ennis
Donna L. Ennis

DATED: 4-16-08
Jane Re *Jane Re*

Shawna K. Miller

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this 25th day of June, 2008,
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came William H. Barone, personally known or having presented satisfactory evidence to be
the Mayor of City of Tacoma and Tacoma Public Utilities, the he that
executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that
he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.



Jodi L. Davila
Print Name: Jodi L. Davila
Notary Public in and for the
State of Washington, residing at
Puyallup, WA
Expiration Date: 5-21-11

DATED: _____
Jane Re

Shauna K Miller
Shauna K. Miller

~~STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)~~

~~THIS IS TO CERTIFY that on this 19th day of May, 2008,
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Shauna K Miller, personally known or having presented satisfactory evidence to be
the _____ of City of Tacoma and Tacoma Public Utilities, the _____ that
executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that
he/she is authorized to execute the said instrument.~~

~~WITNESS MY HAND and official seal the day and year in this certificate first above
written.~~



~~Michele D. Parker
Print Name: Michele D. Parker
Notary Public in and for the
State of Washington, residing at
Bremerton
Expiration Date: 8/29/09~~

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 14 day of April, 2008,
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Douglas Sherman and Lori Sherman, husband and wife, personally known or having
presented satisfactory evidence to be the individuals described in and who executed the within
instrument, and acknowledged that they signed the same as their free and voluntary act and
deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.



Allisha V. Vay
Print Name: Allisha V. Vay
Notary Public in and for the
State of Washington, residing at
Big Harbor
Expiration Date: 2-23-09

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the _____ day of _____, 2008
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came G. Jeannie Flanders, personally known or having presented satisfactory evidence to be
the individual described in and who executed the within instrument, and acknowledged that she
signed the same as her free and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Douglas Sherman and Lori Sherman, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

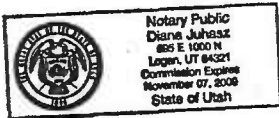
WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

Utah
STATE OF WASHINGTON)
) ss.
COUNTY OF ~~PIERCE~~ ^{CACHE})

THIS IS TO CERTIFY that on the 24th day of March, 2008, before me, a Notary Public in and for the State of ~~Washington~~ ^{Utah}, duly commissioned and sworn, came G. Jeannie Flanders, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

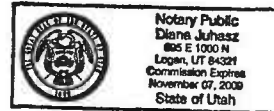


Print Name: Diana Juhasz
Notary Public in and for the
State of ~~Washington~~ ^{Utah}, residing at
Logan, UT
Expiration Date: 11/7/09

STATE OF ~~WASHINGTON~~ ^{Utah})
) ss.
COUNTY OF ~~PIERCE~~ ^{CACHE})

THIS IS TO CERTIFY that on this 24th day of March, 2008, before me, a Notary Public in and for the State of ~~Washington~~ ^{Utah}, duly commissioned and sworn, came G. Jeannie Flanders, personally known or having presented satisfactory evidence to be the Personal Representative of Estate of Ross L. Flanders, and acknowledged the said instrument to be the free and voluntary act and deed of said Estate for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of said Estate.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Print Name: Diana Juhasz
Notary Public in and for the
State of Washington, residing at
Logan, UT
Expiration Date: 11/7/09

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Lance A. Lott and Tina M. Lott, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came G. Jeannie Flanders, personally known or having presented satisfactory evidence to be the Personal Representative of Estate of Ross L. Flanders, and acknowledged the said instrument to be the free and voluntary act and deed of said Estate for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of said Estate.

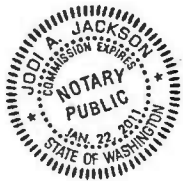
WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 15th day of APRIL, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Lance A. Lott and Tina M. Lott, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Jodi A. Jackson
Print Name: JODI A. JACKSON
Notary Public in and for the
State of Washington, residing at
GIG HARBOR
Expiration Date: JAN. 22, 2011

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE King)

THIS IS TO CERTIFY that on the 21 day of March, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Gayle M. Jacobsen, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Patricia A. Whitcomb
Print Name: PATRICIA A. WHITCOMB
Notary Public in and for the
State of Washington, residing at
King
Expiration Date: 7-7-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Leslie Stebner, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the ____ day of _____, 2008
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Gayle M. Jacobsen, personally known or having presented satisfactory evidence to be the
individual described in and who executed the within instrument, and acknowledged that she
signed the same as her free and voluntary act and deed for the uses and purposes therein
mentioned.

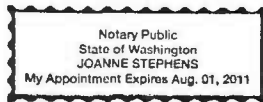
WITNESS MY HAND and official seal the day and year in this certificate first above
written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 23 day of April, 2008
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Leslie Stebner, personally known or having presented satisfactory evidence to be the
individual described in and who executed the within instrument, and acknowledged that she
signed the same as her free and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.

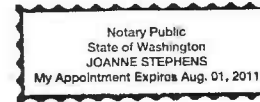


Joanne Stephens
Print Name: Joanne Stephens
Notary Public in and for the
State of Washington, residing at Coig Harbor
Expiration Date: 8/1/11

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 23 day of April, 2008
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Jason Grable, personally known or having presented satisfactory evidence to be the
individual described in and who executed the within instrument, and acknowledged that he
signed the same as his free and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.

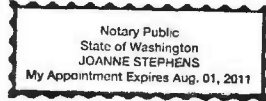


Joanne Stephens
Print Name: Joanne Stephens
Notary Public in and for the
State of Washington, residing at Coig Harbor
Expiration Date: 8/1/11

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this 9 day of May, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Terry Stebner, personally known or having presented satisfactory evidence to be a member of Hupp Springs Development, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Joanne Stephens
Notary Public
Print Name: Terry Stebner
Notary Public in and for the Joanne Stephens
State of Washington, residing at
Coig Harbor
Expiration Date: 8/1/11

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Norma Fitzwater, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Terry Stebner, personally known or having presented satisfactory evidence to be a member of Hupp Springs Development, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 17th day of March, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Norma Fitzwater, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Jovita Lockhart
Print Name: JOVITA LOCKHART
Notary Public in and for the
State of Washington, residing at
Bremerton, WA
Expiration Date: 5-15-10

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 17th day of March, 2008 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Elaine Fitzwater, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Jovita Lockhart
Print Name: JOVITA LOCKHART
Notary Public in and for the
State of Washington, residing at
Bremerton WA
Expiration Date: 5-15-10

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the ___ day of _____, 2008 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Mark Fenn, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the ___ day of _____, 2008 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Elaine Fitzwater, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at _____
Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 26 day of March, 2008 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Mark Fenn, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Daniel B. Addington
Print Name: D B Addington
Notary Public in and for the
State of Washington, residing at
Tacoma
Expiration Date: 10.1.2011

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 19th day of MAY, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Harvey Ennis and Donna L. Ennis, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Linda K. Kongsom
Print Name: Linda K. Kongsom
Notary Public in and for the
State of Washington, residing at
Tacoma
Expiration Date: 10-16-2009

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the ___ day of _____, 2008 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jane Re, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at

Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the ___ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Harvey Ennis and Donna L. Ennis, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name: _____
Notary Public in and for the
State of Washington, residing at

Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 16 day of April, 2008 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jane Re, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Bethany Kaupila
Print Name: Bethany Kaupila
Notary Public in and for the
State of Washington, residing at
Craig Harbor
Expiration Date: 3-10-10

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 19th day of May, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Shawna K. Miller, an unmarried woman, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as herfree and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Michele D. Parker
Print Name: Michele D. Parker
Notary Public in and for the
State of Washington, residing at
Bremerton
Expiration Date: 8/29/09

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came _____, personally known or having presented satisfactory evidence to be a member of Wallwork Investments LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name:
Notary Public in and for the
State of Washington, residing at

Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the _____ day of _____, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Shawna K. Miller, an unmarried woman, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as herfree and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Print Name:
Notary Public in and for the
State of Washington, residing at

Expiration Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this 8th day of April, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Robert and Cheryl Wallwork, personally known or having presented satisfactory evidence to be a member of Wallwork Investments LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Kristen Sporar
Print Name: Kristen L Sporar
Notary Public in and for the
State of Washington, residing at
Pierce Co.
Expiration Date: Nov 7th 2010

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on the 7 day of May, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Charles Martin Hotes, Jr. and Carla J. Hotes, husband and wife, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Stacy A. Sutton
Print Name: Stacy A. Sutton
Notary Public in and for the
State of Washington, residing at
14004 Purdy Dr NW Old Harbor, WA
Expiration Date: 10-13-09 48332

EXHIBIT A **CITY PROPERTY**

The Northerly 66 feet of the following described tract of land:

The Northeast Quarter and the Northwest Quarter of Section 20, Township 22 North Range 1 East, W.M. AND;
The Northeast Quarter and the Northwest Quarter of Section 19, Township 22 North Range 1 East, W.M. AND;
The Northeast Quarter of Section 24, Township 22 North Range 1 West, W.M.

TOGETHER WITH

The Southerly 66 feet of the following described tract of land:

The Southwest Quarter and the Southeast Quarter of Section 17, Township 22 North Range 1 East, W.M. AND;
The Southwest Quarter and the Southeast Quarter of Section 18, Township 22 North Range 1 East, W.M. AND;
The Southeast Quarter of Section 13, Township 22 North Range 1 West, W.M.

Situate in the County of Pierce, State of Washington.

EXHIBIT B
SHERMAN PROPERTY

Vested Owner: Douglas W. Sherman and Lori A. Sherman, husband and wife

Real property in the County of Pierce, State of Washington, described as follows:

Parcel A:

That portion of the South 157.00 feet of the North 537.00 feet of the Northwest quarter of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying Westerly of the following described line:

Beginning at a point on the North line of the Northeast quarter of said Section 682.00 feet East of the Northwest corner of said Northeast quarter;
thence South 06°46'15" West 145.03 feet;
thence South 00°47'52" East 1176 feet, more or less, to the South line of the Northwest quarter of the Northeast quarter of said Section 20, the terminus of said line, in Pierce County, Washington.

Parcel B:

That portion of the South 157.00 feet of the North 694.00 feet of the Northwest quarter of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying Westerly of the following described line:

Beginning at a point on the North line of the Northeast quarter of said Section 682.00 feet East of the Northwest corner of said Northeast quarter;
thence South 06°46'15" West 145.03 feet;
thence South 00°47'52" East 1176 feet, more or less, to the South line of the Northwest quarter of the Northeast quarter of said Section 20, the terminus of said line, in Pierce County, Washington.

Parcel C:

An easement for road, 60 feet in width, being 30 feet on each side of the following described center line: Beginning at a point on the North line of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, 682.00 feet East of the Northwest corner of said Northeast quarter;
thence South 06°46'15" West 145.03 feet;
thence South 00°47'52" East 1176 feet, more or less, to the South line of the Northwest quarter of the Northeast quarter of said Section and the terminus of this center line description, in Pierce County, Washington.

EXCEPT the North 66 feet thereof.

Tax Parcel Number: 0122201054; 0122201056

Situs Address: 14218 124th St NW, also vacant parcel adjoining, Gig Harbor, WA

EXHIBIT C
FLANDERS PROPERTY

Vested owner: G. Jeannie Flanders and Estate of Ross L. Flanders

The South half of the East half of the East half of the Southwest quarter of the Southwest quarter of Section 18, Township 22 North, Range 1 East of the W.M., in Pierce County, Washington.

Except the South 66 feet thereof conveyed to the City of Tacoma for right of way for electric transmission line.

Situate in the County of Pierce, State of Washington

EXHIBIT D LOTT PROPERTY

Vested Owner: Lance A. Lott and Tina M. Lott, husband and wife

Real property in the County of Pierce, State of Washington, described as follows:

Parcel A:

A Parcel of land in Section 20, Township 22 North, Range 1 East of the W.M., in Pierce County, Washington, described as follows:

Commencing at a point of the North line of said Section 20, which is 773.61 feet West of the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 20;

Thence South 00°17' East 66 feet;

Thence South 14°18' East 469.19 feet to the true point of beginning; Thence South 04°18' West 44.92 feet;

Thence West parallel with the North line of the Northeast Quarter of Section 20, 370.01 feet;

Thence North 02°47'16" West 125.15 feet to the Southwest corner of the Tract of Land contracted to be conveyed to Ronald L. Eggmann and Helen L. Eggmann, husband and wife, by Land Contract dated May 20, 1968 and recorded May 24, 1968 under Recording No. 2241730;

Thence East along the South Line of said Eggmann Tract 265 feet, more or less, to the centerline of Minter Creek;

Thence Southeasterly along the centerline of Minter Creek to a point West of the true point of beginning; Thence East parallel with the North Line of the Northeast Quarter of said Section 20, 10 feet, more or less, to the true point of beginning, in Pierce County, Washington.

Parcel B:

A non-exclusive easement for ingress and egress as delineated 60 feet in width, being 30 feet on each side of the following described property;

Commencing at a point on the North line of the Northeast Quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, 1447.77 feet East of the Northwest corner of said Northeast Quarter; Thence South 12°55'53" East 20.70 feet;

Thence on a curve to the left having a radius of 339.41 feet, a central angle of 20°03'00", for an arc distance of 118.77 feet;

Thence South 32°58'53" East 84.53 feet;

Thence on a curve to the right having a radius of 296.56 feet, a central angle of 30°11'37" for an arc distance of 156.28 feet;

Thence South 02°47'16" East 295.44 feet;

Thence on a curve to the right having a radius of 127.94 feet, a central angle of 76°25'15" for an arc distance of 170.85 feet;

Thence South 73°37'59" West 161.83 feet;

Thence on a curve to the right having a radius of 529.70 feet, a central angle of 15°03'22" for an arc distance of 139.19 feet;

Thence South 88°41'21" West 248.71 feet to the terminus of this description, in Pierce County, Washington;

Except from said easement that part lying within the North 66 feet of the North Half of the Northeast Quarter of said Section 20.

Tax Parcel Number: 0122201027

Situs Address: 14215 121st Ave Ct KPN, Gig Harbor, WA 98329

EXHIBIT E JACOBSEN PROPERTY

Vested Owner: Gayle M. Jacobsen, a single woman

Real property in the County of Pierce, State of Washington, described as follows:

Parcel A:

Commencing at the Northeast corner of Section 20, Township 22 North, Range 1 East, W.M.; thence West along the North line of the Northeast Quarter of Section 20, 773.61 feet; thence South 66.00 feet; thence South 14°01'00" East, 469.19 feet; thence South 04°35'00" West 44.92 feet to the true point of beginning; thence continuing South 04°35'00" West 191.33 feet; thence South 53°29'00" West 60.00 feet; thence North 71°29'05" West 326.15 feet to the center line of the road easement recorded as item "B" under Recording No. 2241908, which instrument is a re-record of instrument recorded under recording no. 2215606; thence Northerly along the center line of said road easement to a point West of the true point of beginning, and on a line parallel with the North line of said Northeast Quarter; thence East parallel with the Northeast Quarter of Section 20, 370.01 feet to the true point of beginning;

Except that portion lying Easterly of Mid Center of Minter Creek, as described in Boundary Line Agreement recorded under Recording No. 2322702.

Parcel B:

A non-exclusive easement for ingress and egress 60 feet in width being 30 feet on each side of the following described center line:

Commencing at a point on the North line of the Northeast Quarter of Section 20, Township 22 North, Range 1 East, W.M., 1,447.77 feet East of the Northwest corner of said Northeast Quarter; thence South 12°55'53" East 20.70 feet; thence on a curve to the left having a radius of 339.41 feet, a central angle of 20°03'00" for an arc distance of 118.77 feet; thence South 32°58'53" East 84.53 feet; thence on a curve to the right having a radius of 296.56 feet, a central angle of 40°11'37" for an arc distance of 156.28 feet; thence South 02°47'16" East 295.44 feet; thence on a curve to the right having a radius of 127.94 feet, a central angle of 76°25'15" for an arc distance of 170.85 feet; thence South 73°37'59" West 161.83 feet; thence on a curve to the right having a radius of 529.70 feet a central angle of 15°03'22" for an arc distance of 139.19 feet; thence South 88°41'21" West 248.71 feet to the terminus point of this description;

Except from said easement the North 66 feet thereof.

Tax Parcel Number: 0122201023

Situs Address: 14209 121st Ave KPN, Gig Harbor, WA 98329

EXHIBIT F
STEBNER/GRABLE PROPERTY

Vested owner: Leslie Stebner and Jason Gabel, each as to their separate estates

Parcel B:

The West 185.4 feet of that portion of the South 235 feet of the North 551 feet of the Northwest Quarter of the Northeast Quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying

East of the center line of that easement designated "Item A" of contract recorded under Recording No. 2241908, which instrument is a re-record of contract recorded under Recording No. 2215606, in Pierce County, Washington.

EXHIBIT G
WALLWORK PROPERTY

Vested owner: Wallwork Investments, LLC

That portion of the South 157.00 feet of the North 223.00 feet of the Northwest quarter of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the W.M., in Pierce County, Washington, lying Westerly of the following described property:

Beginning at a point on the North line of the Northeast quarter of said Section 20, 682.00 feet East of the Northwest corner of said Northeast quarter;
Thence South 06°46'15" West 145.03 feet;
Thence South 00°47'52" East 1176 feet, more or less, to the South line of the Northwest quarter of the Northeast quarter of said Section 20, and the termination point of this line description.

EXHIBIT H
HOTES PROPERTY

Vested owner: Charles Martin Hotes, Jr. and Carla J. Hotes, husband & wife

That portion of the South 157 feet of the North 1008.00 feet of the Northwest Quarter of the Northeast Quarter of Section 20 Township 22 North Range 1 East of the W.M. in Pierce County, Washington, lying Westerly of the following described line:

Beginning at a point on the North line of the Northeast Quarter of said Section 682.00 feet East of the Northwest corner of said Northeast Quarter;
thence South 08° 46' 15" West 145.03 feet;
thence South 00° 47' 52" East 1176 feet, more or less, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 20, and the terminus of said line.

EXHIBIT I
HUPP SPRINGS PROPERTY

Vested owner: Hupp Springs Development, LLC

Parcel A:

That portion of the South 167 feet of the North 380 feet of the Northwest quarter of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the W.M., in Pierce County, Washington, lying West of the following described line:
Beginning at a point on the North line of the Northeast quarter of said Section 20, 682.00 feet East of the Northwest corner of said Northeast quarter;
thence South 08° 46' 15" West 145.03 feet;
thence South 00° 47' 52" East 1176 feet, more or less, to the South line of the Northwest quarter of said Section 20 and termination point of this line description

Parcel C:

That portion of the South 235 feet of the North 551 feet of the Northwest Quarter of the Northeast Quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying East of the centerline of that easement designated "Item A" of contract recorded under Auditor's No. 2241908, which instrument is a re-record of contract recorded under Auditor's No. 2215606, in Pierce County, Washington.

Also that portion of the South 235 feet of the North 551 feet of the Northeast Quarter of the Northeast Quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying West of the centerline of that easement designated "Item B" of contract recorded under Recording No. 2241908, which is a re-record of contract recorded under Recording No. 2215606, in Pierce County, Washington.

Except that portion of the above described property previously released by Statutory Warranty Partial Fulfillment Deed recorded February 19, 1975 under Recording No. 2591067.

Parcel D:

That portion of the South 235 feet of the North 551 feet of the Northeast quarter of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying West of the center line of that easement designated "Item B" of said contract recorded under Recording No. 2241908, which document is a re-record of contract recorded under Recording No. 2215606, in Pierce County, Washington.

EXHIBIT J
FITZWATER PROPERTY

Vested owner: Norma Fitzwater and Elaine Fitzwater, each as to their separate estates

Real property in the County of Pierce, State of Washington, described as follows:

Parcel A:

That portion of the South 250 feet of the North 316 feet of the Northwest Quarter of the Northeast Quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying East of the center line of that easement designated "Item A" of contract recorded under Recording No. 2241908, which instrument is a re-record of contract recorded under Recording No. 2215606, in Pierce County, Washington.

Also that portion of the South 250 feet of the North 316 feet of the Northeast Quarter of the Northeast Quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, lying West of the center line of that easement designated "Item B" of said contract recorded under Auditor's No. 2241908, which document is a re-record of contract recorded under Recording No. 2215606, in Pierce County, Washington.

EXHIBIT K
FENN PROPERTY

Vested owner: Mark Fenn, an unmarried man

LEGAL DESCRIPTION:

PARCEL A:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER IN SECTION 20, TOWNSHIP 22 NORTH, RANGE 01 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 1447.77 FEET; THENCE SOUTH 12 DEGREES 33 MINUTES 53 SECONDS EAST 28.70 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 339.41 FEET A CENTRAL ANGLE OF 20 DEGREES 03 MINUTES 00 SECONDS FOR AN ARC LENGTH OF 138.77 FEET; THENCE SOUTH 32 DEGREES 58 MINUTES 53 SECONDS EAST 84.53 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 294.36 FEET A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 123.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON SAID CURVE HAVING A RADIUS OF 294.36 FEET A CENTRAL ANGLE OF 86 DEGREES 00 MINUTES 15 SECONDS FOR AN ARC DISTANCE OF 31.08 FEET; THENCE SOUTH 03 DEGREES 47 MINUTES 38 SECONDS EAST 94.21 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, 225 FEET, MORE OR LESS, TO THE CENTER LINE OF HINTER CREEK; THENCE NORTHERLY ALONG THE CENTER LINE OF HINTER CREEK TO A POINT EAST OF THE TRUE POINT OF BEGINNING; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, 240 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

PARCEL B:

AN EASEMENT FOR ROAD 80 FEET IN WIDTH BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 01 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, 1447.77 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 12 DEGREES 33 MINUTES 53 SECONDS EAST 28.70 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 339.41 FEET A CENTRAL ANGLE OF 20 DEGREES 03 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 138.77 FEET; THENCE SOUTH 32 DEGREES 58 MINUTES 53 SECONDS EAST 84.53 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 294.36 FEET A CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 123.28 FEET; THENCE SOUTH 03 DEGREES 47 MINUTES 38 SECONDS EAST 288.44 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 127.84 FEET A CENTRAL ANGLE OF 74 DEGREES 28 MINUTES 18 SECONDS FOR AN ARC DISTANCE OF 170.45 FEET; THENCE SOUTH 75 DEGREES 37 MINUTES 39 SECONDS WEST 161.83 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 538.70 FEET A CENTRAL ANGLE OF 15 DEGREES 03 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 139.18 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 21 SECONDS WEST 248.71 FEET TO THE TERMINAL POINT OF THIS DESCRIPTION;

EXCEPT THE NORTH 64 FEET THEREOF;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

SUBJECT TO SPECIAL EXCEPTIONS: Right to use Spring imposed by instrument recorded August 19, 1935 under recording no. 1133406; Provision imposed by instrument recorded May 24, 1968 under recording no. 2241730; Easement and the terms and conditions thereof recorded March 3, 1969 under recording no. 2283081; Agreement and the terms and conditions thereof recorded September 4, 1979 under recording no. 2939483 and amendments thereof recorded May 19, 1995 under recording no. 3503190323; Agreement and the terms and conditions thereof recorded October 1, 1986 under recording no. 8610010362; Any change in the boundary or legal description of the Land herein, due to a split or change in the course of Hinter and/or High Creek; Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

EXHIBIT L
ENNIS PROPERTY

Vested owner: Harvey Ennis & Donna L. Ennis, husband & wife

Commencing at the Northwest corner of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian; thence East along the North line of said subdivisions, 1447.77 feet; thence South $12^{\circ}35'33''$ East, 20.70 feet; thence on a curve to the left having a radius of 339.41 feet, a central angle of $10^{\circ}03'00''$ for an arc distance of 118.77 feet; thence South $32^{\circ}58'53''$ East 73.93 feet to the true point of beginning; thence continuing South $32^{\circ}58'53''$ East, 10.60 feet; thence on a curve to the right having a radius of 296.36 feet, a central angle of $34^{\circ}11'22''$ for an arc distance of 123.20 feet; thence East parallel with the North line of the Northeast quarter of Section 20, 240 feet, more or less, to the center line of Minter Creek; thence Northerly along the center line of Minter Creek to a point East of the true point of beginning; thence West parallel with the North line of the Northeast quarter of Section 20, 275 feet, more or less, to the true point of beginning, in Pierce County, Washington.

TOGETHER with an easement for road purposes 60 feet in width being 30 feet on each side of the following described center line;

Beginning at a point on the North line of the Northeast quarter of Section 20, Township 22 North, Range 1 East of the Willamette Meridian, 1447.77 feet East of the Northwest corner of said Northeast quarter; thence South $12^{\circ}35'33''$ East 20.70 feet; thence on a curve to the left having a radius of 339.41 feet, a central angle of $10^{\circ}03'00''$ for an arc distance of 118.77 feet; thence South $32^{\circ}58'53''$ East 84.33 feet; thence on a curve to the right having a radius of 296.36 feet, a central angle of $30^{\circ}11'37''$ for an arc distance of 136.28 feet; thence South $02^{\circ}47'16''$ East 295.46 feet; thence on a curve to the right having a radius of 127.94 feet, a central angle of $76^{\circ}23'13''$ for an arc distance of 170.63 feet; thence South $73^{\circ}17'29''$ west 161.83 feet; thence on a curve to the right having a radius of 329.70 feet, a central angle of $13^{\circ}03'22''$ for an arc distance of 139.19 feet; thence South $88^{\circ}41'21''$ West 248.71 feet to the terminus point of this description.

EXCEPT the North 66 feet thereof.

EXHIBIT M
RE PROPERTY

Vested Owner: June Re, an unmarried woman

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID WEST HALF, NORTH $01^{\circ}02'43''$ EAST 88 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TACOMA CUSHMAN POWER LINE; THENCE EAST ALONG SAID NORTH LINE OF SAID RIGHT OF WAY, 230 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF SAID RIGHT OF WAY 100 FEET; THENCE NORTH $24^{\circ}58'29''$ EAST 283 FEET, MORE OR LESS, TO THE CENTER LINE OF HUGE CREEK; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CENTER LINE OF HUGE CREEK AND ALONG THE CENTER LINE OF THE MOST NORTHERLY CHANNEL THEREOF, BEING NORTHERLY OF THE ISLAND BOUNDED BY SAID CREEK, TO INTERSECT A LINE BEARING NORTH $48^{\circ}45'51''$ EAST FROM THE POINT OF BEGINNING; THENCE SOUTH $48^{\circ}45'51''$ WEST 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID WEST HALF, NORTH $01^{\circ}02'43''$ EAST 88 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POWER LINE RIGHT OF WAY; THENCE EAST ALONG SAID RIGHT OF WAY 230 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $48^{\circ}45'51''$ EAST 230 FEET, MORE OR LESS, TO THE CENTER LINE OF HUGE CREEK; THENCE SOUTHERLY ALONG CENTER LINE OF CREEK 300 FEET, MORE OR LESS, TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE WEST 174 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**EXHIBIT N
MILLER PROPERTY**

Vested Owner: Shauna K. Miller, an unmarried woman

PARCEL A:

THE WEST HALF, AS MEASURED ALONG THE NORTH LINE THEREOF, OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTH 292.62 FEET OF THE NORTH 843.62 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE CENTERLINE OF THAT EASEMENT DESIGNATED "ITEM A" OF CONTRACT RECORDED UNDER RECORDING NUMBER 2241908, WHICH INSTRUMENT IS A RE-RECORD OF CONTRACT RECORDED UNDER RECORDING NUMBER 2215004, AND NORTHERLY AND WESTERLY OF THE CENTERLINE OF THAT EASEMENT DESIGNATED "ITEM B" OF SAID CONTRACT RECORDED UNDER RECORDING NUMBER 2241908;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B

AN EASEMENT FOR ROAD 60 FEET IN WIDTH BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, 662.08 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 08°46'15" WEST 146.03 FEET; THENCE SOUTH 09°47'52" EAST 1376.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AND THE TERMINUS POINT OF THIS DESCRIPTION;

EXCEPT THE NORTH 66 FEET THEREOF;

ALSO AN EASEMENT FOR ROAD 60 FEET IN WIDTH BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, 1447.77 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 12°50'52" EAST 22.70 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 339.41 FEET, A CENTRAL ANGLE OF 30°03'02" FOR AN ARC DISTANCE OF 118.77 FEET; THENCE SOUTH 32°52'53" EAST 84.53 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 294.86 FEET, A CENTRAL ANGLE OF 30°11'37" FOR AN ARC DISTANCE OF 156.28 FEET; THENCE SOUTH 02°47'18" EAST 226.44 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 127.84 FEET, A CENTRAL ANGLE OF 76°25'18" FOR AN ARC DISTANCE OF 170.65 FEET; THENCE SOUTH 73°37'59" WEST 161.63 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 628.70 FEET, A CENTRAL ANGLE OF 15°02'22" FOR AN ARC DISTANCE OF 138.18 FEET; THENCE SOUTH 88°43'21" WEST 248.71 FEET TO THE TERMINUS POINT OF THIS DESCRIPTION;

EXCEPT THE NORTH 66 FEET THEREOF;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**EXHIBIT "O"
EAST EASEMENT AREA**

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 60.00 FEET WIDE AND HAVING 30.00 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 89°56'35" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.66 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°38'39" EAST A DISTANCE OF 33.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 86°35'49" WEST A DISTANCE OF 302.89 FEET; THENCE NORTH 88°40'49" WEST A DISTANCE OF 572.52 FEET; THENCE NORTH 89°33'30" WEST A DISTANCE OF 897.55 FEET; THENCE SOUTH 85°59'15" WEST A DISTANCE OF 154.95 FEET TO THE END OF THIS CENTERLINE DESCRIPTION FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17 BEARS SOUTH 88°11'53" WEST A DISTANCE OF 710.16 FEET.

EXCEPT ANY PORTION LYING WITHIN 118TH AVENUE KPN.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE WEST MARGIN OF 118TH AVENUE KPN.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 17 LYING WITHIN THE LIMITS OF A STRIP OF LAND 15.00 FEET WIDE AND HAVING 7.50 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 89°56'35" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.66 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°38'39" EAST A DISTANCE OF 33.69 FEET; THENCE SOUTH 86°35'49" WEST A DISTANCE OF 302.89 FEET; THENCE NORTH 88°40'49" WEST A DISTANCE OF 572.52 FEET; THENCE NORTH 89°33'30" WEST A DISTANCE OF 279.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°26'30" EAST A DISTANCE OF 1.78 FEET; THENCE NORTH 03°38'08" EAST A DISTANCE OF 13.97 FEET; THENCE NORTH 08°08'39" EAST A DISTANCE OF 20.60 FEET TO THE NORTH LINE OF THE SOUTH 66 FEET OF SAID SOUTHEAST QUARTER OF SECTION 17 AND THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE NORTH LINE OF SAID SOUTH 66 FEET.

ALSO TOGETHER WITH THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE NORTHEAST QUARTER OF SAID SECTION 20 LYING WITHIN THE LIMITS OF A STRIP OF LAND 60.00 FEET WIDE AND HAVING 30.00 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 89°56'35" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.66 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°38'39" EAST A DISTANCE OF 33.69 FEET; THENCE SOUTH 86°35'49" WEST A DISTANCE OF

302.89 FEET; THENCE NORTH 88°40'49" WEST A DISTANCE OF 572.52 FEET; THENCE NORTH 89°33'30" WEST A DISTANCE OF 897.55 FEET; THENCE SOUTH 85°59'15" WEST A DISTANCE OF 22.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 04°00'45" EAST A DISTANCE OF 16.62 FEET; THENCE SOUTH 65°13'33" WEST A DISTANCE OF 57.07 FEET; THENCE SOUTH 64°41'55" WEST A DISTANCE OF 37.14 FEET; THENCE SOUTH 72°48'12" WEST A DISTANCE OF 41.16 FEET; THENCE SOUTH 64°34'32" WEST A DISTANCE OF 33.64 FEET; THENCE SOUTH 40°33'32" WEST A DISTANCE OF 20.16 FEET TO THE SOUTH LINE OF THE NORTH 66 FEET OF SAID NORTHEAST QUARTER OF SECTION 20 AND THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE SOUTH LINE OF SAID NORTH 66 FEET.

ALSO TOGETHER WITH THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE NORTHEAST QUARTER OF SAID SECTION 20 LYING WITHIN THE LIMITS OF A STRIP OF LAND 60.00 FEET WIDE AND HAVING 30.00 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 89°56'35" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.66 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01°38'39" EAST A DISTANCE OF 33.69 FEET; THENCE SOUTH 86°35'49" WEST A DISTANCE OF 302.89 FEET; THENCE NORTH 88°40'49" WEST A DISTANCE OF 572.52 FEET; THENCE NORTH 89°33'30" WEST A DISTANCE OF 341.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°26'30" WEST A DISTANCE OF 4.33 FEET; THENCE SOUTH 14°29'09" EAST A DISTANCE OF 21.78 FEET; THENCE SOUTH 07°01'16" EAST A DISTANCE OF 26.05 FEET; THENCE SOUTH 30°26'46" EAST A DISTANCE OF 52.27 FEET TO THE SOUTH LINE OF THE NORTH 66 FEET OF SAID NORTHEAST QUARTER OF SECTION 20 AND THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE SOUTH LINE OF SAID NORTH 66 FEET.

EXHIBIT P WEST EASEMENT AREA

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 60.00 FEET WIDE AND HAVING 30.00 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 13; THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2038.45 FEET; THENCE NORTH 00°39'31" EAST A DISTANCE OF 21.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°47'43" EAST A DISTANCE OF 75.21 FEET TO THE CENTERLINE OF CREWS ROAD; THENCE SOUTH 88°48'47" EAST A DISTANCE OF 396.22 FEET; THENCE SOUTH 87°23'02" EAST A DISTANCE OF 169.38 FEET TO A POINT FROM WHICH THE CORNER COMMON TO SAID SECTIONS 13, 24, 18, AND 19 BEARS SOUTH 02°36'58" WEST A DISTANCE OF 10.85 FEET; THENCE CONTINUING SOUTH 87°23'02" EAST A DISTANCE OF 673.17 FEET; THENCE SOUTH 87°38'01" EAST A DISTANCE OF 346.07 FEET TO THE END OF THIS CENTERLINE DESCRIPTION FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18 BEARS SOUTH 86°32'21" EAST A DISTANCE OF 1507.17 FEET.

EXCEPT ANY PORTION LYING WEST OF CREWS ROAD.

TOGETHER WITH THAT PORTION OF CREWS ROAD LYING WITHIN THE NORTH 66.00 FEET OF SAID NORTHEAST QUARTER OF SECTION 24.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE WEST MARGIN OF CREWS ROAD.

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 18 LYING WITHIN THE LIMITS OF A STRIP OF LAND 15.00 FEET WIDE AND HAVING 7.50 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 13; THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2038.45 FEET; THENCE NORTH 00°39'31" EAST A DISTANCE OF 21.00 FEET; THENCE SOUTH 88°47'43" EAST A DISTANCE OF 75.21 FEET TO THE CENTERLINE OF CREWS ROAD; THENCE SOUTH 88°48'47" EAST A DISTANCE OF 396.22 FEET; THENCE SOUTH 87°23'02" EAST A DISTANCE OF 169.38 FEET TO A POINT FROM WHICH THE CORNER COMMON TO SAID SECTIONS 13, 24, 18, AND 19 BEARS SOUTH 02°36'58" WEST A DISTANCE OF 10.85 FEET; THENCE CONTINUING SOUTH 87°23'02" EAST A DISTANCE OF 673.17 FEET; THENCE SOUTH 87°38'01" EAST A DISTANCE OF 341.12 FEET; THENCE SOUTH 02°21'59" WEST A DISTANCE OF 5.65 FEET TO TRUE POINT OF BEGINNING; THENCE NORTH 00°58'50" EAST A DISTANCE OF 55.38 FEET TO THE NORTH LINE OF THE SOUTH 66 FEET OF SAID SOUTHWEST QUARTER OF SECTION 18 AND THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE NORTH LINE OF SAID SOUTH 66 FEET.

EXHIBIT "Q"
EMERGENCY EASEMENT AREA

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 60.00 FEET WIDE AND HAVING 30.00 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 13; THENCE SOUTH 89°20'29" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2038.45 FEET; THENCE NORTH 00°39'31" EAST A DISTANCE OF 21.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°47'43" EAST A DISTANCE OF 75.21 FEET TO THE CENTERLINE OF CREWS ROAD; THENCE SOUTH 88°48'47" EAST A DISTANCE OF 396.22 FEET; THENCE SOUTH 87°23'02" EAST A DISTANCE OF 169.38 FEET TO A POINT FROM WHICH THE CORNER COMMON TO SAID SECTIONS 13, 24, 18, AND 19 BEARS SOUTH 02°36'58" WEST A DISTANCE OF 10.85 FEET; THENCE CONTINUING SOUTH 87°23'02" EAST A DISTANCE OF 673.17 FEET; THENCE SOUTH 87°38'01" EAST A DISTANCE OF 477.30 FEET; THENCE SOUTH 87°16'23" EAST A DISTANCE OF 835.31 FEET; THENCE SOUTH 87°10'46" EAST A DISTANCE OF 540.54 FEET TO A POINT FROM WHICH THE CORNER COMMON TO SAID SECTIONS 18 AND 19 LIES SOUTH 02°49'14" WEST A DISTANCE OF 19.24 FEET; THENCE CONTINUING SOUTH 87°10'46" EAST A DISTANCE OF 304.57 FEET; THENCE SOUTH 86°33'57" EAST A DISTANCE OF 651.25 FEET; THENCE SOUTH 89°19'04" EAST A DISTANCE OF 257.91 FEET; THENCE SOUTH 87°27'30" EAST A DISTANCE OF 865.10 FEET; THENCE SOUTH 85°23'18" EAST A DISTANCE OF 583.12 FEET TO A POINT FROM WHICH THE CORNER COMMON TO SAID SECTIONS 17, 18, 19, AND 20 BEARS SOUTH 04°36'42" WEST A DISTANCE OF 8.42 FEET; THENCE CONTINUING SOUTH 85°23'18" EAST A DISTANCE OF 178.35 FEET; THENCE NORTH 83°30'13" EAST A DISTANCE OF 141.32 FEET; THENCE SOUTH 89°25'52" EAST A DISTANCE OF 806.77 FEET; THENCE SOUTH 88°09'22" EAST A DISTANCE OF 621.13 FEET; THENCE SOUTH 79°00'45" EAST A DISTANCE OF 287.91 FEET; THENCE SOUTH 89°18'17" EAST A DISTANCE OF 600.93 FEET; THENCE NORTH 85°59'15" EAST A DISTANCE OF 21.55 FEET TO A POINT FROM WHICH THE CORNER COMMON TO SAID SECTIONS 17 AND 20 BEARS NORTH 04°00'45" WEST A DISTANCE OF 27.39 FEET; THENCE CONTINUING NORTH 85°59'15" EAST A DISTANCE OF 709.63 FEET TO THE END OF THIS CENTERLINE DESCRIPTION FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17 BEARS SOUTH 88°11'53" WEST A DISTANCE OF 710.16 FEET.

EXCEPT ANY PORTION LYING WEST OF CREWS ROAD.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE WEST MARGIN OF CREWS ROAD.

TOGETHER WITH THAT PORTION OF CREWS ROAD LYING WITHIN THE NORTH 66.00 FEET OF SAID NORTHEAST QUARTER OF SECTION 24.