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08-12-2004 09:41am \$35.00  
PIERCE COUNTY, WASHINGTON

## Name &amp; Return Address:

North Pacific Design - Attn: Opri  
2727 Hollycroft St., Ste 410  
Ilgxbrun, Wa 98335

Please print legibly or type information.

Document Title(s) <u>Grant of Sewer Easement</u>
Grantor(s) <u>Canterwood Development Company</u> ____ Additional Names on Page ____ of Document
Grantee(s) <u>Rush Division 12, LLC</u> ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) <u>S 25, T22 N, R 1 E W m Pierce County, Wa</u> Complete Legal Description on Page <u>716</u> of Document <u>S 19, T22 N, R 2 E W. M</u>
Auditor's Reference Number(s) <u>9401110660, 9 007300358</u>
Assessor's Property Tax Parcel/Account Number(s) <u>0 122251051,</u> <u>00222192002</u>
The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Requesting Party (Required for non-standard recordings only) Gpcovst.doc rev 4/02

EXCISE TAX EXEMPT DATE 8-12-04  
Pierce County

By RC Auth. Sig

## GRANT OF SEWER EASEMENT

CANTERWOOD DEVELOPMENT COMPANY, a Washington corporation ("Grantor"), which is the owner of the real properties described on Exhibit "A" attached hereto (the "Grantor Property"), hereby grants to RUSH DIVISION 12, LLC, a Washington limited liability company or its successor entity ("Grantee"), on the terms and conditions hereof:

A. A perpetual nonexclusive easement (the "Easement") over, under and across the real property described on Exhibit "B" attached hereto (the "Easement Area"); and

B. The right of entry onto the Grantor Property (the "Access Rights") as necessary for the construction, repair and maintenance of the Easement Improvements (as defined below), for the purposes and subject to the restrictions described herein.

1. Use. The Easement Area shall be used by Grantee only for the installation, operation, repair and maintenance of a three inch diameter sewer main and related facilities described on Exhibit "C" attached hereto (the "Easement Improvements"), which, except as expressly provided herein, will serve only the Grantee's real property described on Exhibit "D" attached hereto.

2. Construction and Operation

(a) Grantee shall construct the Easement Improvements within the Easement Area solely at its expense. All construction work shall be undertaken using directional boring rather than trenching so as to minimize impact to the Grantor Property. All construction work shall be conducted so as not to interfere with Grantor's use of the Grantor Property, and, specifically, no construction work shall be undertaken on any portion of the golf driving range, which is part of the Grantor Property, except on Mondays, and prior to 10:30 a.m. on other days. Construction of the Easement Improvements shall be completed on or before December 31, 2004.

(b) Immediately upon completion of construction, repair or maintenance work, and, as practical during such work, Grantee shall restore the Grantor Property, including the Easement Area, and any personal property of Grantor affected by such construction, to the same condition as prior to commencement of any work or better.

(c) Grantee shall immediately repair any damage caused to any portion of the Grantor Property outside of the Easement Area or any personal property of Grantor, or any of its members, employees or agents.



(d) Prior to commencing any construction work, or work preparatory thereto, and throughout the term of this Easement, Grantee shall:

(i) Obtain and maintain all permits or consents from any governmental agencies required for construction, maintenance, repair, or use of the Easement Improvements;

(ii) Obtain and maintain, and provide to Grantor, a policy of public/contractor's liability insurance, with combined limits of not less than One Million Dollars (\$1,000,000.00), including Grantor as an additional insured and covering all activities of Grantee under this Easement; and

(iii) Provide written notice to Grantor of the work to be performed and the work schedule.

3. Access Rights. Grantee shall have Access Rights only for the purpose of surveying, constructing, repairing and maintaining the Easement Improvements. Except in the event of an emergency (or for maintenance not interfering with Grantor's use of the property or resulting in a ground disturbance, such as valve maintenance in a vault), in which case Grantee shall make reasonable efforts to notify a designated agent of the Grantor, prior to using its Access Rights. Grantee shall notify the agent of Grantor of the time and purpose of access. In exercising its Access Rights, Grantee shall comply with any reasonable restrictions imposed by the Grantor. Access rights shall also herein be granted to the City of Gig Harbor for the purpose of accessing the Easement Improvements for inspection, and to reasonably monitor the sewer main and related facilities for performance, operational flows, defects and/or conformance with City rules and regulations

4. As-Built Drawings/Location. Promptly after completion of construction of the Easement Improvements, Grantee shall provide to Grantor a detailed "as-built" drawing, prepared by a licensed civil engineer, showing the location of the Easement Improvement, including the depth and location of any and all such facilities.

5. Relocation of Easement and Easement Improvements. Grantee agrees that, in the event the Easement Improvements interfere with Grantor's future development of the Easement Property, Grantor shall provide a substitute location (the "Substitute Easement Area") for the Easement over the Grantor Property and Grantee shall promptly prepare plans and specifications for location of the Easement Improvements on the Substitute Easement Area and relocate or re-construct the Easement Improvements on the Substitute Easement Area. Grantee alone shall pay for the costs and expenses of relocating the sewer line to the Substitute Easement Area. In constructing the Easement Improvements in the Substitute Easement Area, all provisions of this Easement applicable to initial construction of the Easement

Improvements shall apply. Prior to commencement of construction of the Easement Improvements in the Substitute Easement Area, this Easement shall be amended by attachment of a substitute Exhibit "B" describing the Substitute Easement Area.

6. Indemnification.

(a) Grantee expressly agrees to indemnify Grantor, its members, employees and agents ("Indemnified Parties") for, and hold the Indemnified Parties harmless from, any claim, liability, loss or damage, including any costs and attorneys fees, arising out of or relating to (a) the use of or access to the Easement Area, or any of the Grantor Property, by Grantee or its officers, directors, managers, members, contractors, employees of agents, (b) the maintenance, repair or operation of the Easement Improvements, or (c) a breach by Grantee of any of the provisions of this Easement.

(b) Grantor expressly agrees to indemnify Grantee, its members, employees and agents ("Indemnified Parties") for, and hold the Indemnified Parties harmless from, any claim, liability, loss or damage, including any costs and attorneys fees, arising out of or relating to (a) damage to the Easement Improvements caused by Grantor or its officers, directors, managers, members, employees, agents, invitees or licensees, or (b) a breach by Grantor of any of the provisions of this Easement

7. STEP Association. Grantee agrees that, within sixty (60) days after completion of the Easement Improvements, it shall, at its sole expense, form a Septic Tank Effluent Pump (hereafter "STEP") Association which shall assume all of Grantee's obligations herein, including the responsibility for the maintenance and repair of the Easement Improvements.

In the event an emergency repair is needed to protect the health and safety of the public, and the STEP Association is not responsive to such emergency, Grantor may undertake the coordination of such emergency repairs and the resulting cost thereof shall be borne by the STEP Association.

8. Compliance. Grantee agrees that, in using the Easement Area and accessing the Grantor Property, and in constructing, operating, repairing and maintaining the easement facilities, it will comply with all applicable rules, regulations, laws and ordinances relating thereto, and any reasonable rules or regulations established by the Grantor for use or operation of the Grantor Property. Upon Grantor's request at any time or times, Grantee shall promptly provide written evidence of compliance with all of the foregoing requirements.

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9. Miscellaneous.

(a) This Easement will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of Washington.

(b) Any disagreement, dispute, controversy, or claim arising out of or relating to this Easement or the interpretation of validity hereof shall be settled exclusively and finally by arbitration in accordance with RCW 7.04 as now in effect or hereafter amended.

(c) The parties to this Easement agree that the proper venue of any action on this Easement shall be in Pierce County, Washington.

(d) This Easement represents the entire understanding of the parties with respect to the subject matter of the Agreement. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject.

(e) The Grantee's rights under this Easement may only be assigned to the STEP association and the City of Gig Harbor. Any other purported assignment of any portion of Grantee's rights hereunder shall be void.

(f) This Easement shall not be deemed to grant to Grantee any rights except as expressly stated herein.

(g) Time is of the essence of Grantee's obligations hereunder.

DATED this 17 day of MAY, 2004.

GRANTOR:

CANTERWOOD DEVELOPMENT COMPANY

By [Signature]  
Its President

GRANTEE:

RUSH DIVISION 12, LLC

By [Signature]  
Its PRESIDENT

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this day before me, a Notary Public in and for said State, personally appeared Russell Tanner, to me known to be the President of Canterwood Development Company that executed the within and foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute such instrument.



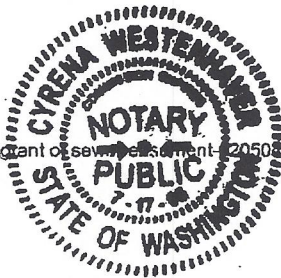
GIVEN under my hand and seal this 17 day of May, 2004.

Susan M. Stadler  
NOTARY PUBLIC  
My appointment expires: 10-24-05

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this day before me, a Notary Public in and for said State, personally appeared GORDON RUSH, to me known to be the PRESIDENT of Rush Division 12, LLC, that executed the within and foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute such instrument.

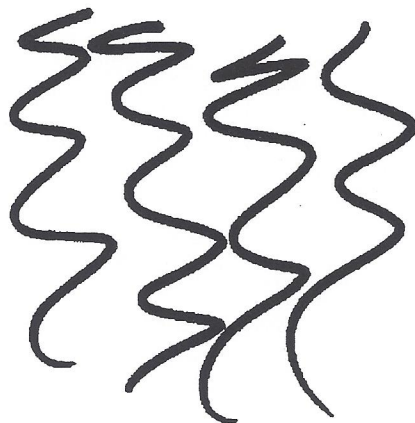
GIVEN under my hand and seal this 7<sup>th</sup> day of MAY, 2004.



c:\14939\Grant of sewer easement-20503 rev

Cyrena Westenhaver  
NOTARY PUBLIC  
My appointment expires: 7/17/06

EXHIBIT "A"



**Exhibit A.****Description of Grantor Property**

PARCEL NO. 0122251051

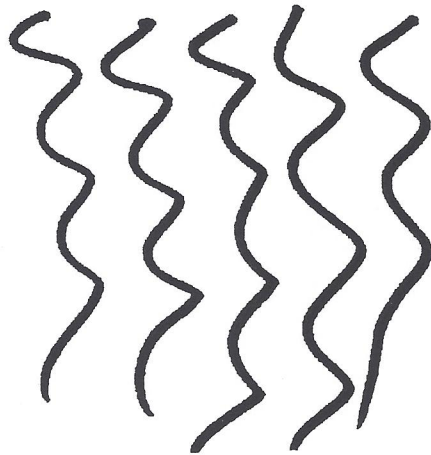
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF WASHINGTON, LYING EASTERLY OF TACOMA-LAKE CUSHMAN TRANSMISSION LINE; EXCEPTING THEREFROM CANTERWOOD, DIVISION II, PHASE 1; ALSO EXCEPTING THEREFROM ANY PORTION CONVEYED TO PIERCE COUNTY BY STATUTORY WARRANTY DEED AS RECORDED JANUARY 11, 1994 UNDER RECORDING SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON .NO. 9401110660;

AND

Lots 3 and 4 shown on that certain map titled CANTERWOOD REPLAT A, filed at 9007300358 on April 4, 1990 being a portion of lot 22 of the Plat of Canterwood Division Five, in the North half of the Northeast quarter of Section 25, Township 22 North, Range 1 East, W.M. Pierce Country Washington.

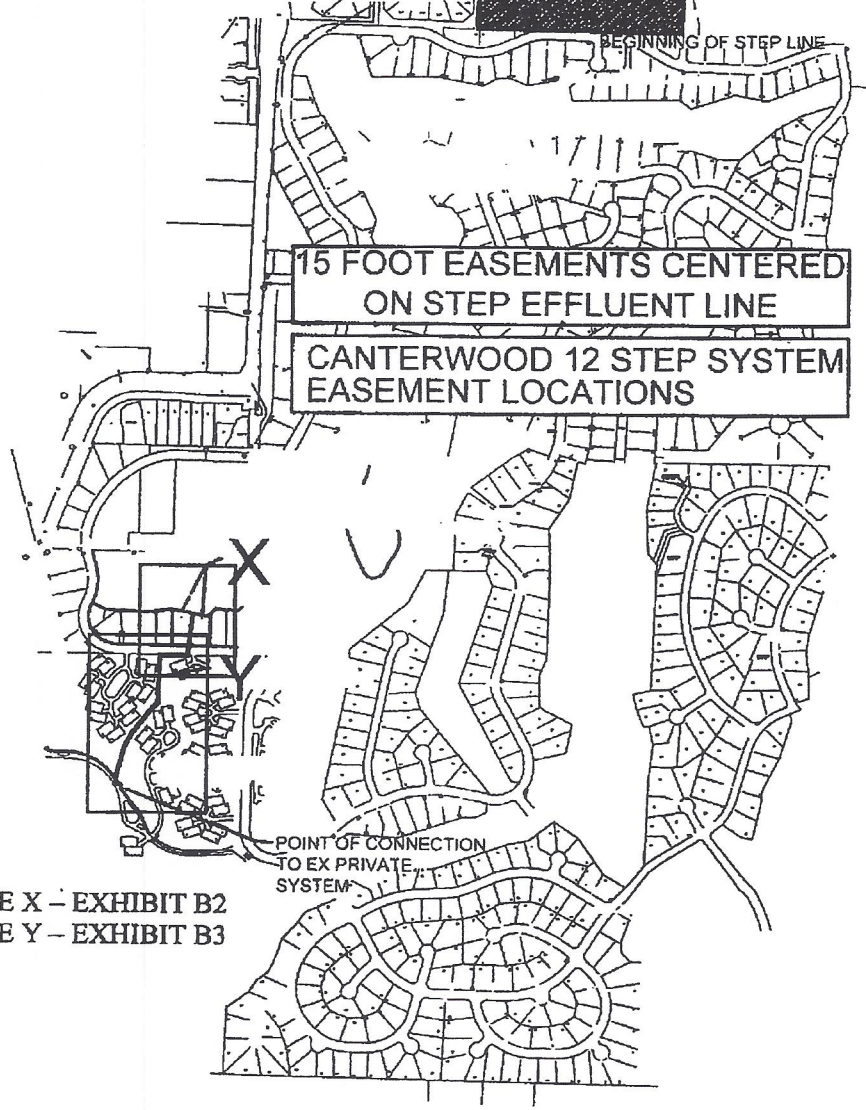


EXHIBIT "B"



# EXHIBIT B-1 (ZONES X AND Y)

4000210420  
RUSH DEVELOPMENT  
CANTERWOOD DIV 12  
SEE EXHIBIT D FOR  
LEGAL DESCRIPTION

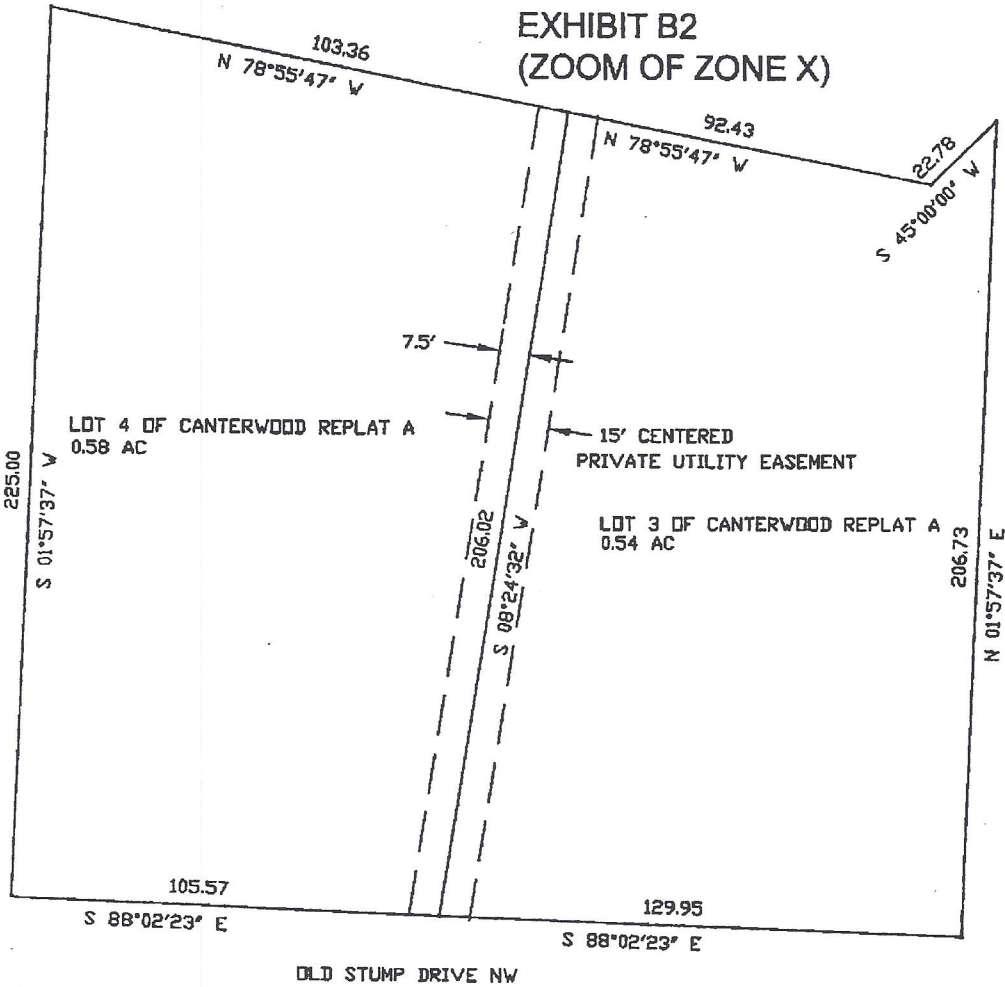


15 FOOT EASEMENTS CENTERED  
ON STEP EFFLUENT LINE

CANTERWOOD 12 STEP SYSTEM  
EASEMENT LOCATIONS

ZONE X - EXHIBIT B2  
ZONE Y - EXHIBIT B3

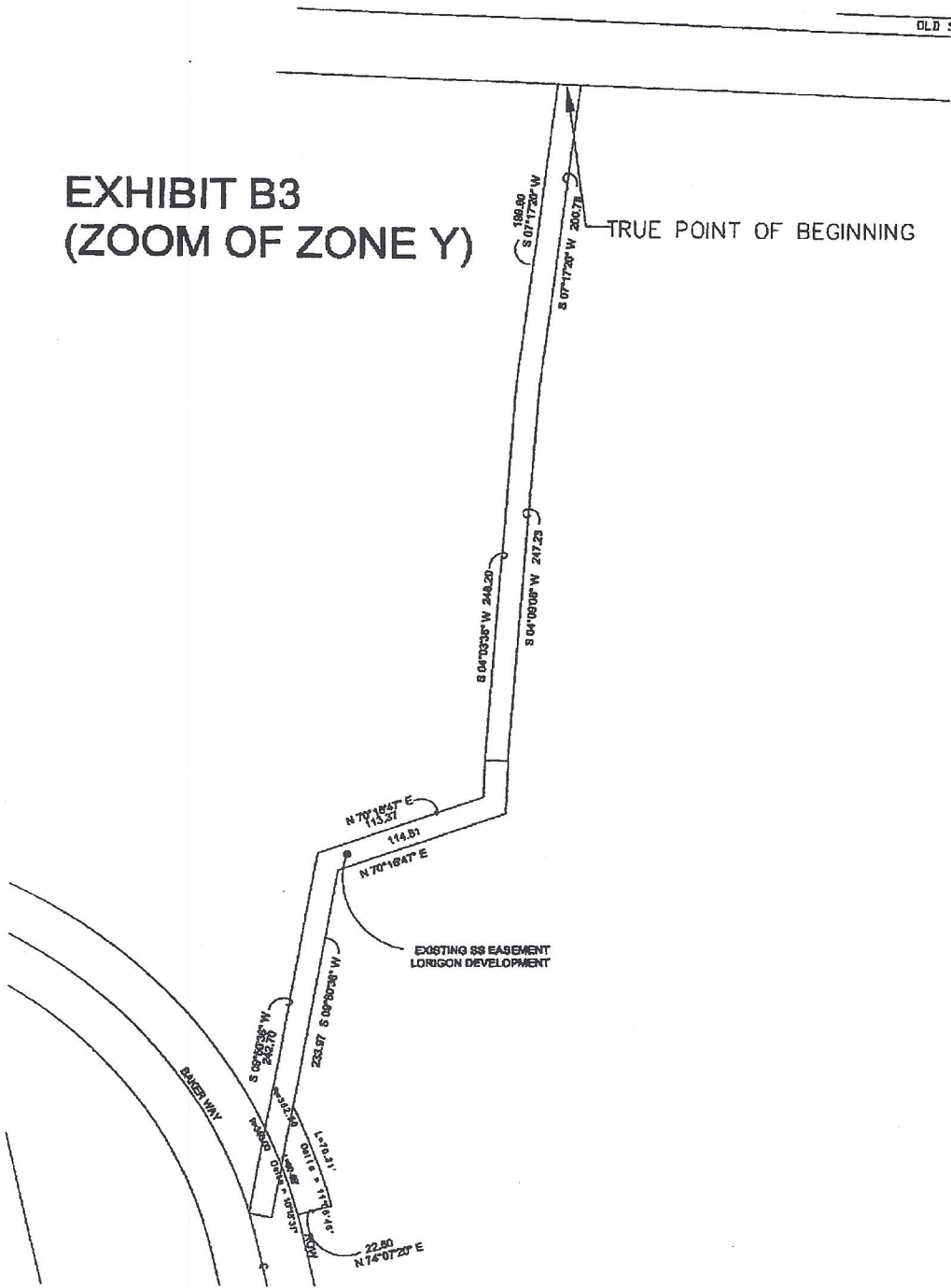
POINT OF CONNECTION  
TO EX PRIVATE  
SYSTEM





OLD :

# EXHIBIT B3 (ZOOM OF ZONE Y)



**LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT:**

**BEGINNING** at the Southeast corner of the northeast quarter of the northeast quarter of Section 25, Township 22 North, Range 1 East, Willamette Meridian, in Pierce County Washington, thence westerly 584.62 feet to a point on the north line of the grantor parcel which is the **TRUE POINT OF BEGINNING**.

The easement consists of the area within the grantor parcel 15 feet on west side and parallel to the following described line:

From the **TRUE POINT OF BEGINNING** thence S 7° 17'20" W 200.78 feet to a point, thence S4°09'06"W 247.23 feet to a point on the northerly line of the existing sanitary sewer easement on the grantor parcel.

This sanitary sewer easement includes the right to use the existing sewer easement shown the grantor parcel, as well as the area described as follows:

From the intersection of the east line of the existing sanitary sewer easement with the north right of way of Baker Way, thence along a curve defined by the northerly right of way of Baker Way, easterly on curve with radius 340.00 feet through an arc length of 60.88 feet to a point, thence North 74°07'20" East 222.50 feet to a point, thence along a arc parallel to the northerly right of way of Baker Way, with a radius of 362.50 feet through an arc length to 70.31 feet more or less to a point on the easterly line of the existing sanitary sewer easement.

**AND**

The westerly 7.5 feet of Lot 3 of Canterwood Replat A along with the easterly 7.5 feet of Lot 4 of Canterwood Replat A Lots 3 and 4 shown on that certain map titled **CANTERWOOD REPLAT A**, filed at 9007300358 on April 4, 1990 being a portion of Lot 22 of the Plat of Canterwood Division Five, in the North half of the Northeast quarter of Section 25, Township 22 North, Range 1 East, W.M. Pierce Country Washington.

EXHIBIT "C"

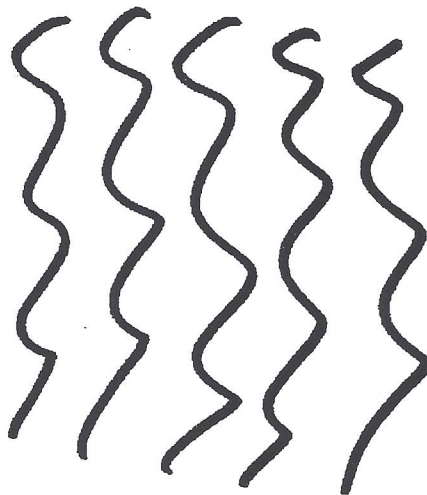


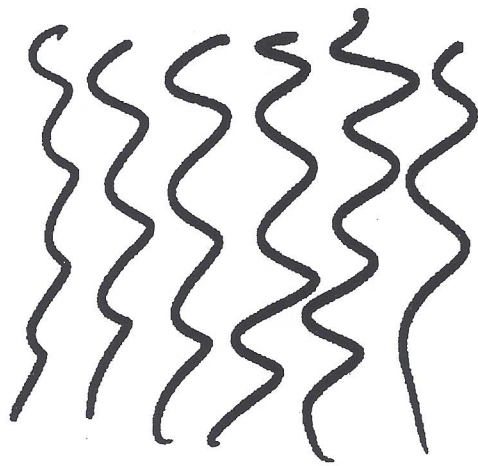


EXHIBIT C

EASEMENT IMPROVEMENTS

CENTRALLY LOCATED WITHIN THE EASEMENT AREA WILL EXIST A 3"  
DIAMETER SANITARY SEWER FORCE MAIN WITH VALVES, CONTROLS AND  
APPURTENANCES.

EXHIBIT "D"



**Exhibit D**

**Description of Grantee Property**

Assessor's Parcel Number 00222192002  
Generally Described as Follows

The southeast quarter of the northwest quarter of Section 19, Township 22 North, Range 2 East, W.M., Situate in Pierce County, Washington