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PIERCE COUNTY, WASHINGTON

Name & Return Address:

North Pacific Design-AHN: Joni
2727 Willycroft St #E410
Big Harbor, Wa 98335

Please print legibly or type information.

Document Title(s) <u>Grant of Sewer Easement</u>
Grantor(s) <u>Carterwood Homeowners Assoc.</u> ____ Additional Names on Page ____ of Document
Grantee(s) <u>Rush Div 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>Section 19, Township 22 N, Range 2 E</u> Complete Legal Description on Page <u>6-20</u> of Document
Auditor's Reference Number(s) <u>8308310335, 8906090195,</u>
Assessor's Property Tax Parcel/Account Number(s) <u>4000120170, 2827421170,</u> <u>2827421200, 4000210430, 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  Auth. Sig

GRANT OF SEWER EASEMENT

CANTERWOOD HOMEOWNERS ASSOCIATION, a Washington nonprofit 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. 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:

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

(i) 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

(ii) 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. Within thirty (30) days 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. Grantor Use of Easement Improvements. As consideration for this grant of sewer easement, Grantee agrees that, in the event existing homes with certified failing septic systems within the Canterwood Development, not to exceed 15 homes, wish to use the Easement Improvements, for disposal of STEP effluent, Grantee will allow such use, and will waive the latecomer's fees. . Grantee will fully cooperate with Grantor in making necessary physical connections to the Easement Improvements. However, Grantor agrees that all expenses and other requirements associated with its hook up and use of the Easement Improvements, to include but not limited to professional fees, City of Gig Harbor permitting costs to include utility extension fees and the cost of construction of connections to the easement facilities, shall be paid by Grantor.

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 laws and ordinances relating thereto. Upon Grantor's request at any time or times, Grantee shall promptly provide written evidence of compliance with all of the foregoing requirements.

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 13 day of May, 2004.

GRANTOR.

CANTERWOOD HOMEOWNERS ASSOCIATION

By [Signature]
Its PRESIDENT

GRANTEE:

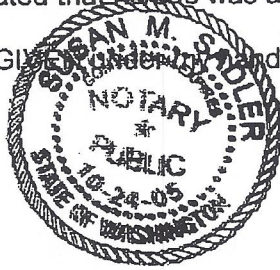
RUSH DIVISION 12, LLC

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 Michael Moon, to me known to be the President of CANTERWOOD HOMEOWNERS ASSOCIATION 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 13 day of May, 2004.



Susan M Sadler
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 7th day of MAY, 2004.



Cyrena Westenhaven
NOTARY PUBLIC
My appointment expires: 7/7/06

EXHIBIT "A"

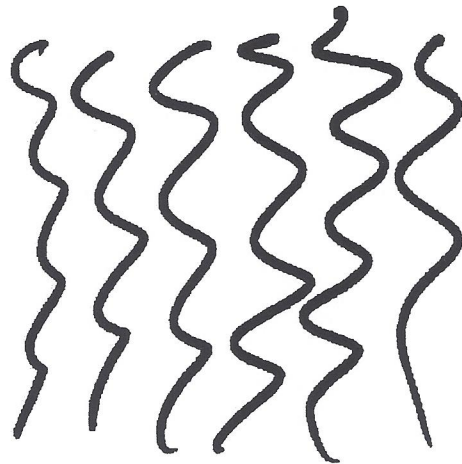


Exhibit A

Description of Grantor Property

Assessor's Parcel Number 4000120170
Generally Described as Follows

Open Space Tract A being a Portion of the West half of the Southwest quarter of Section 19 Township 22 North Range 2 East WM, Pierce County Washington, shown on the Plat Map Canterwood Division Six, by Thornton Land Surveying, signed October 12, 1989.

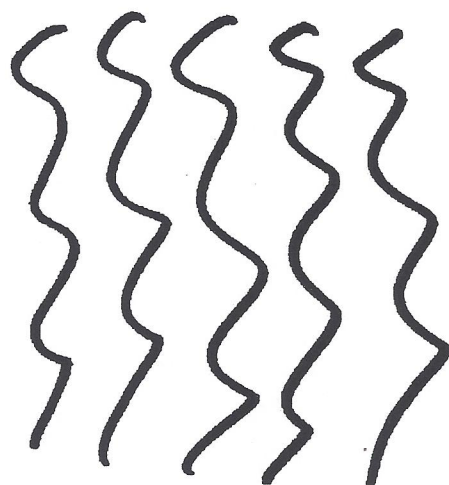
Assessor's Parcel Numbers
2827421170 and 2827421200
Generally Described as Follows

Open Space Tract D and Open Space Tract A both being a Portion of Section 19, Township 22 North Range 2 East, WM in Pierce County Washington shown on the Plat Map Canterwood Division Two, by Thornton Land Surveying, filed at Vol 152, Page 1380 AFN 8308310335. in the Pierce County Auditors Office and including the additional area of Tract D gained as a result of the Declaration of Boundary Line Revision filed at AFN 8906090195

Assessor's Parcel Number 4000210430
Generally Described as Follows

Open Space Tract B being a portion of the north half of the southwest quarter of the southeast quarter of Section 19, Township 22 North, Range 2 East WM, Pierce County, Washington, as shown on the Plat Map for Canterwood Division Eight filed at Pierce County, Washington

EXHIBIT "B"



**EXHIBIT B-1
(ZONES W - Z)**

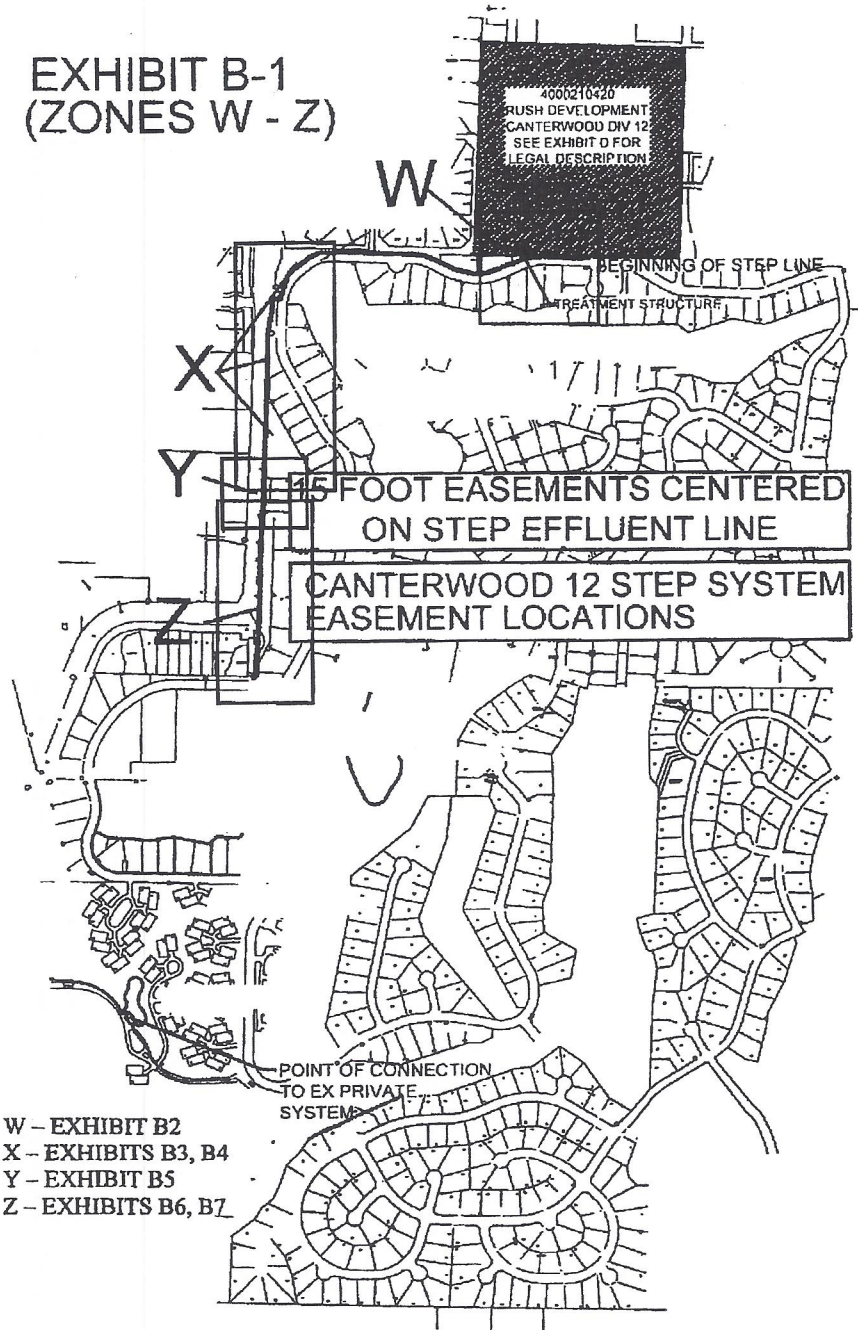


EXHIBIT B2 ZOOM OF ZONE W

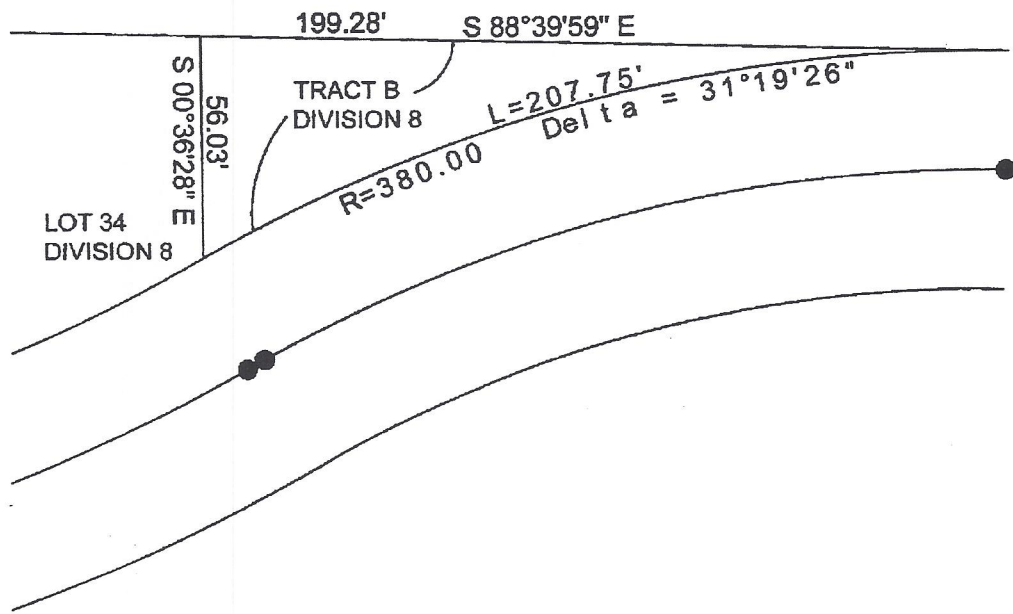
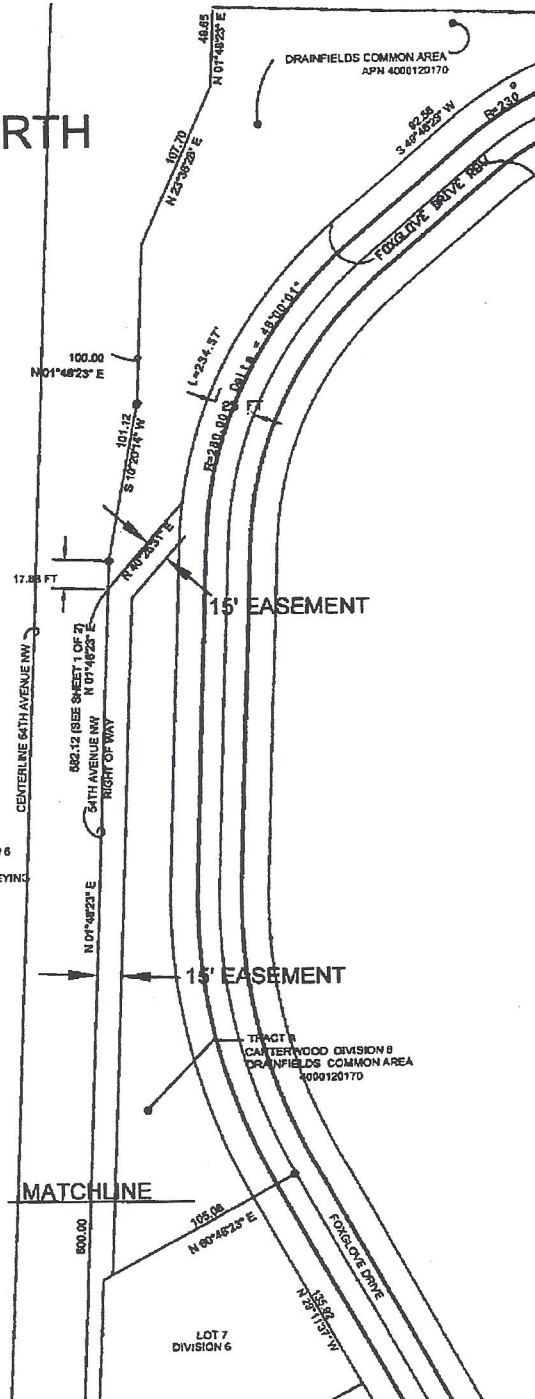


EXHIBIT B3 ZOOM OF ZONE X NORTH

1" = 100'
SHEET 1 OF 2

CANTERWOOD DIVISION 6
PER PLAT
THORNTON LAND SURVEYING
OCT 12, 1989



TRACT
CANTERWOOD DIVISION 8
DRAINFIELDS COMMON AREA
4000120170

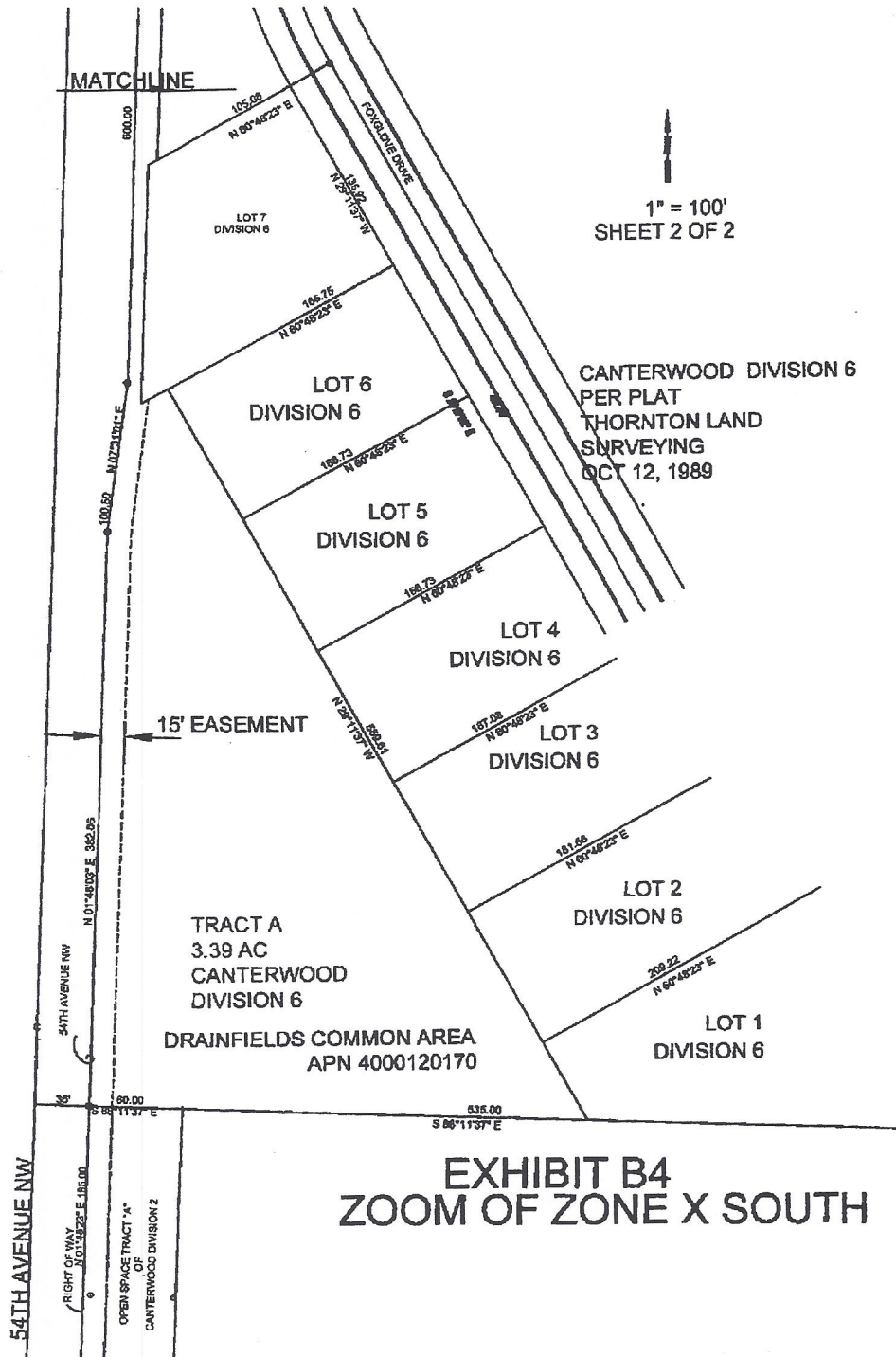


EXHIBIT B5
(ZOOM OF ZONE Y)

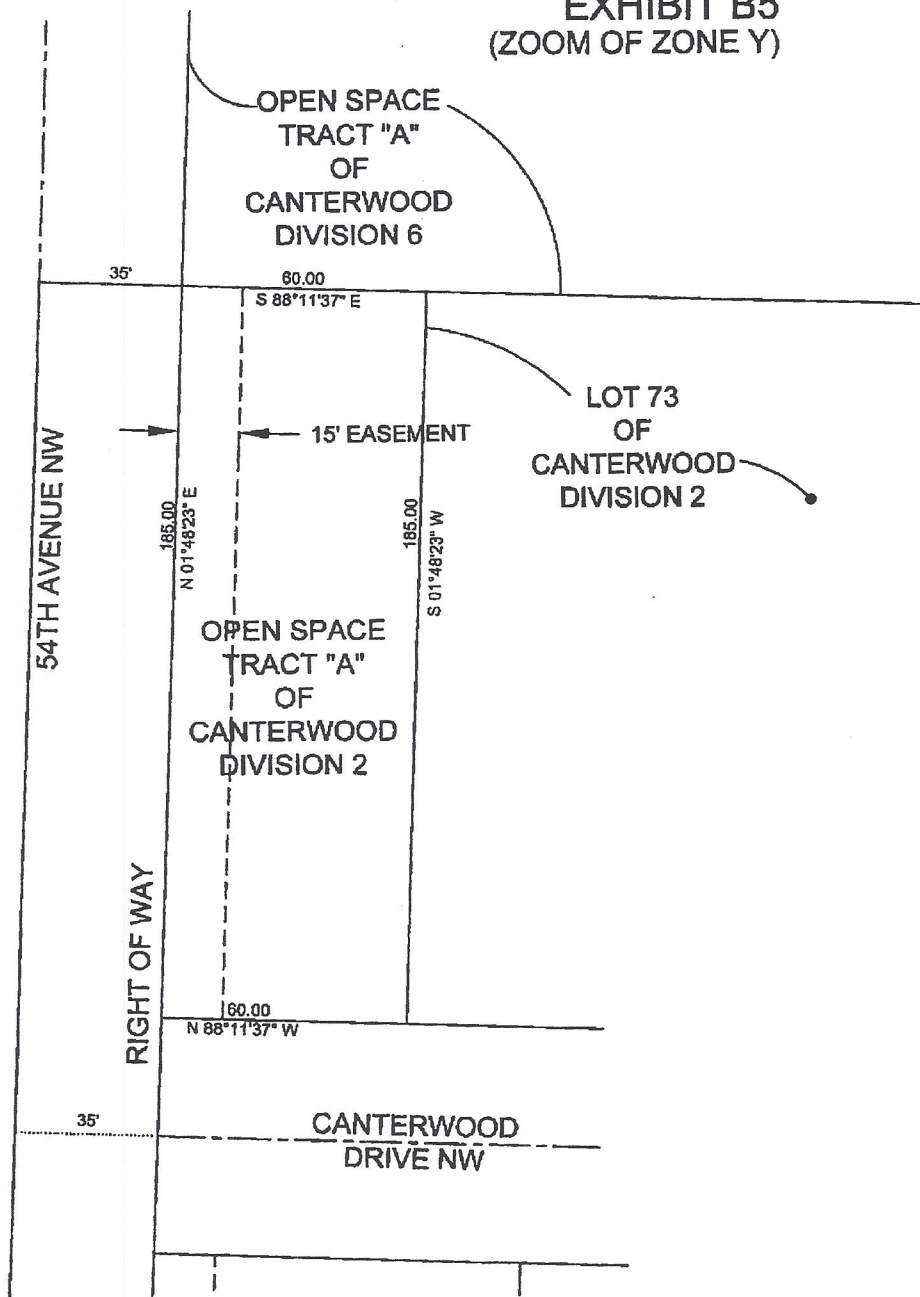
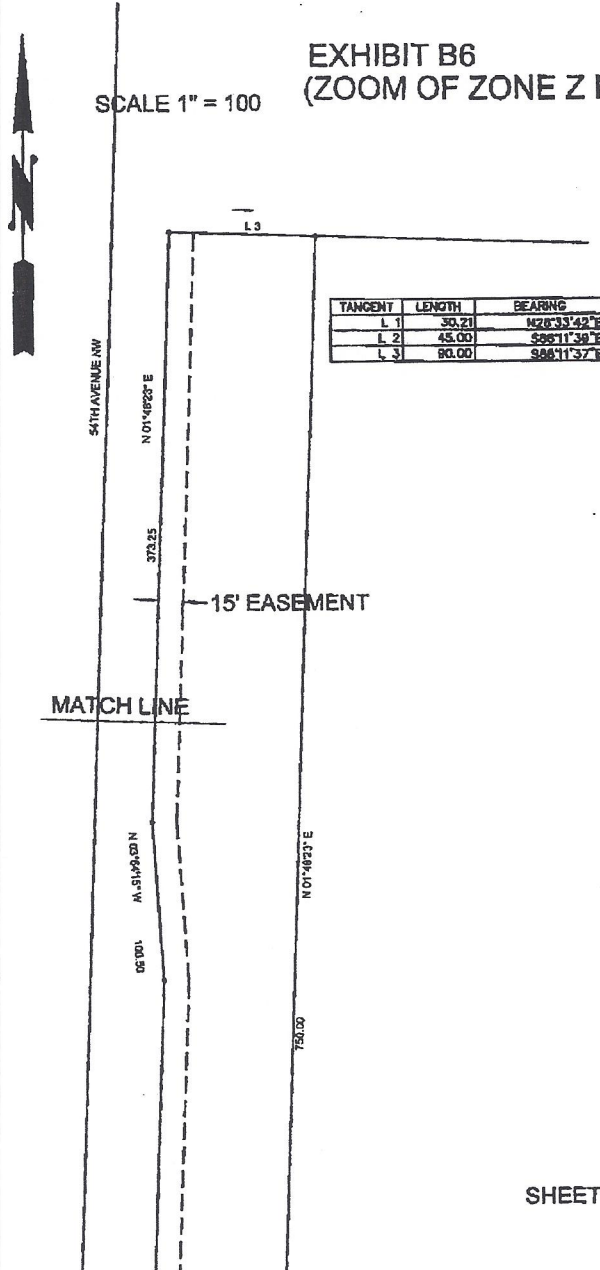


EXHIBIT B6
(ZOOM OF ZONE Z NORTH)

SCALE 1" = 100



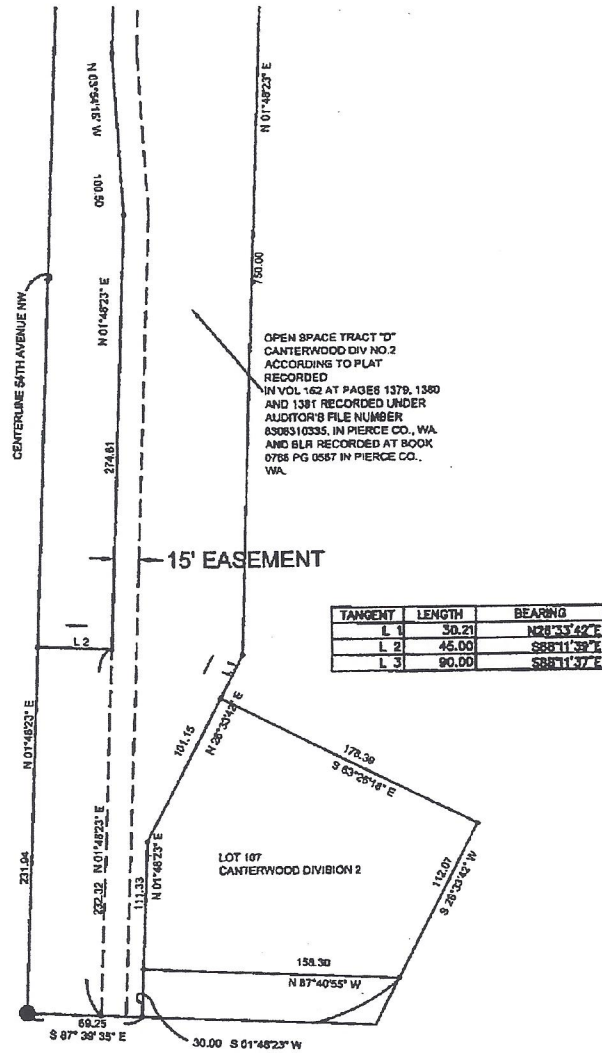


EXHIBIT B7
(ZOOM OF ZONE Z SOUTH)

SCALE 1" = 100'

SHEET 1 OF 2

EXHIBIT B8

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT:

BEGINNING at the Southwest corner of Tract A, Canterwood Division Six, Per the plat by Thornton Land Surveying, dated October 12, 1989, that corner being the TRUE POINT OF BEGINNING.

The easement consists of the area within the grantor parcel 15 feet easterly offset from and parallel to the following described line:

From the TRUE POINT OF BEGINNING thence N 01°48'03" E 382.06 feet to a point, thence N07°31'01"E 100.50 feet to a point, thence N 1°48'23"E 582.12 feet to a point, thence N 40°25'31"E 64.43 feet to a point on the westerly right of way of Foxglove Drive as dedicated in that same Plat Map for Canterwood Division Six.

And

The westerly 15 feet of Open Space Tract A, of Canterwood Division Two, filed at Volume 152 Page 1380 in the records of Pierce County, Washington.

And

That area of Tract D of Canterwood Division Two, filed at Volume 152 Page 1380 in the records of Pierce County, Washington and including the additional area of Tract D gained as a result of the Declaration of Boundary Line Revision filed at AFN 8906090195 within the following description:

All that area of the said parcel easterly of and within 15 feet of the following line:

Beginning at the TRUE POINT OF BEGINNING which is the northwest corner of Tract D thence: S 1°48'23"W 750.00 feet to a point, thence South 3°54'15"E 100.50 feet to a point, thence S 1°48'23"W 507.13 feet to a point on the south property line of said parcel.

And

All the area of Open Space Tract B, Canterwood Division Eight

EXHIBIT "C"

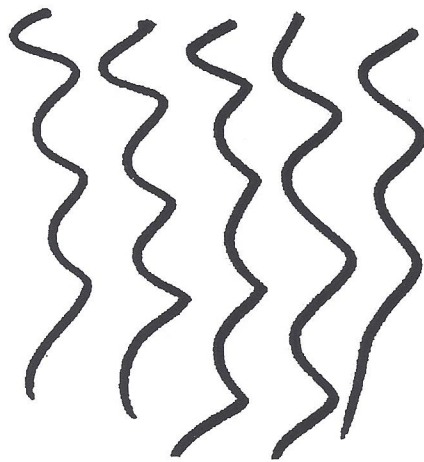


EXHIBIT C

EASEMENT IMPROVEMENTS

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

EXHIBIT "D"

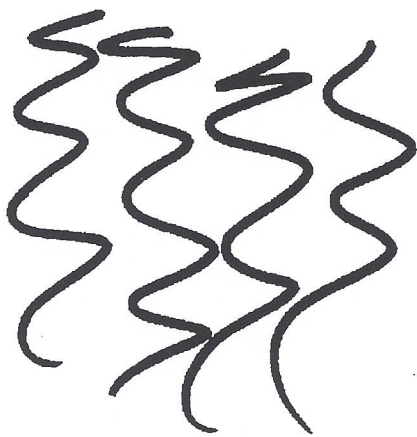


Exhibit D

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