

INVITATION FOR BID FOR SURPLUS REAL PROPERTY

LOT 2

**Valley Water District
Pierce County, Washington**

BID DUE DATE:

2:00 P.M.

~~**April 15, 2022**~~

June 17, 2022

**VALLEY WATER DISTRICT
PIERCE COUNTY, WASHINGTON**

SURPLUS REAL PROPERTY – LOT 2

COMMISSIONERS:

**Robert Fulton, President and Commissioner
Ted Hardiman, Commissioner
Christine Johnson, Commissioner**

DISTRICT GENERAL MANAGER

**Sean Vance
(253) 841-9698**

DISTRICT OFFICE

**14515 Pioneer Way E
Puyallup, WA 98372**

ATTORNEY

**Rosemary Larson
Inslee, Best, Doezie & Ryder, P.S.
10900 NE 4th Street, Suite 1500
Bellevue, WA 98009-9016
(425) 455-1234**

**VALLEY WATER DISTRICT
NOTICE OF INTENTION TO SELL REAL PROPERTY**

[Copy attached]

**VALLEY WATER DISTRICT
NOTICE OF INTENTION TO SELL REAL PROPERTY
BIDS DUE: June 17, 2022, 2:00 P.M.**

NOTICE IS HEREBY GIVEN that Valley Water District (“Seller”) intends to sell certain real property, consisting of three vacant lots (referred to individually as Lot 2, Lot 3 and Lot 4, and collectively as the “Property”). The address and legal description for each Lot are as follows:

Lot 2: 1106 St. Andrews Ct., Puyallup, Washington 98372, Tax Parcel No. 0420366010, and legally described as:

LOT 2, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016
UNDER AUDITOR’S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Lot 3: 1110 St. Andrews Ct., Puyallup, Washington 98372, Tax Parcel No. 0420366011, and legally described as:

LOT 3, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016
UNDER AUDITOR’S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Lot 4: 1114 St. Andrews Ct., Puyallup, Washington 98372, Tax Parcel No. 0420366012, and legally described as:

LOT 4, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016
UNDER AUDITOR’S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Pursuant to Resolution No. 2017-04 and Resolution No. 2021-07, copies of which are on file with the Seller and available in each Bid Package, the Seller declared the Property to be surplus to the Seller’s needs and declared the Seller’s intention to sell the Property at public sale pursuant to the requirements of Chapter 57.08 RCW.

Seller invites sealed bids to purchase one or more of the Lots as set forth in the Invitation for Bid for Surplus Real Property for each Lot which may be examined at Seller’s office located at 14515 Pioneer Way E, Puyallup, WA 98372. Bid documents may be found under “Surplus Property Sale” on Seller’s website, [https:// www.valleywaterdistrict.com](https://www.valleywaterdistrict.com), or obtained from the Seller. Contact Sean Vance, District Manager, at (253) 841-9698 or sean@valleywaterdistrict.com for further information.

All bids must be filed with the Seller **no later than 2:00 p.m., June 17, 2022**; the bids will be publicly opened and read at or around 3:00 p.m. on the same day. Proposals received after **2:00 p.m. on June 17, 2022** will not be considered. No bidder may withdraw its bid after the filing deadline of **2:00 p.m. on June 17, 2022** or before the award of the bid, unless said award is delayed for a period exceeding one hundred

twenty (120) days. Seller reserves the right to reject any and all bids for good cause and to waive irregularities or informalities in the bid or the bidding.

The appraised value of Lot 2 is One Hundred Seventy Nine Thousand Dollars (**\$179,000.00**), of Lot 3 is One Hundred Seventy Nine Thousand Dollars (**\$179,000.00**), and of Lot 4 is One Hundred Seventy Nine Thousand Dollars (**\$179,000.00**), all as set forth in a written appraisal(s) on file at the Seller's office open to public inspection. **Pursuant to RCW 57.08.016, surplus property cannot be sold for less than 90% of its appraised value, which is One Hundred Sixty One Thousand One Hundred Dollars (\$161,100.00) for Lot 2, One Hundred Sixty One Thousand One Hundred Dollars (\$161,100.00) for Lot 3, and One Hundred Sixty One Thousand One Hundred Dollars (\$161,100.00) for Lot 4. Accordingly, the minimum purchase price the Seller will accept for Lot 2 is \$161,100.00, the minimum purchase price the Seller will accept for the Lot 3 is \$161,100.00, and the minimum purchase price the Seller will accept for the Lot 4 is \$161,100.00.**

Each bid must be accompanied by a certified check or a cashier's check made payable to the Seller, Valley Water District, in the amount of five percent (5%) of the bidder's bid ("Deposit"). The amount shall be given as a guarantee that the bidder shall execute the purchase and sale agreement, if it is awarded to the bidder, in conformity with the bidding documents. Each Lot will be sold separately and a separate sealed bid and deposit is required for each Lot.

Sean Vance, District Manager

RESOLUTION NO. 2017-04 AND RESOLUTION NO. 2021-07

[Copies Attached]

**VALLEY WATER DISTRICT
PIERCE COUNTY, WASHINGTON**

RESOLUTION NO. 2017 - 04

A RESOLUTION of the Board of Commissioners of Valley Water District, Pierce County, Washington, declaring certain District real property surplus; declaring the District's intention to sell the real property at public sale; and providing for the publication of notice of intent to sell the real property at public sale.

WHEREAS, Valley Water District is a Washington municipal corporation operating pursuant to Title 57 RCW, and formed for the purpose of providing water utility service to persons and property located within the District's water service area; and

WHEREAS, the District owns certain real property in the District's Valley Water System service area consisting of three lots created by short plat and legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, District staff have advised the Property is not and will not be needed for District purposes, the Property is surplus to the District's needs, and the Property can be declared surplus and sold at public sale in accordance with the requirements of Chapter 57.08 RCW; now, therefore,

BE IT RESOLVED by the Board of Commissioners of Valley Water District, Pierce County, Washington as follows:

Section 1. The Property legally described on **Exhibit A** is not and will not be needed for District purposes.

Section 2. The District hereby declares the Property to be surplus to the District's needs and further declares its intention to sell the Property at public sale pursuant to the requirements of Chapter 57.08 RCW.

Section 3. District management staff are authorized and directed to sell the Property at public sale and to retain and work with all consultants, such as appraisers, title, escrow officers, and the District's attorney and engineers, as necessary to undertake the appraisal and sale of the Property.


Section 4. The District's Manager is authorized and directed to prepare and execute all documents, including newspaper publications, escrow instructions, deeds and excise tax affidavits necessary for and related to the sale of the Property.

ADOPTED by the Board of Commissioners of Valley Water District of Pierce County, Washington, at a regular meeting held on January 17, 2017.


BOARD OF COMMISSIONERS,
VALLEY WATER DISTRICT

By 

President, Robert Fulton

By 

Secretary, Christine Johnson

By 

Commissioner, Gary Ted Hardiman

EXHIBIT A

Tax Parcel #0420366010

1106 St Andrews CT

Section 36 Township 20 Range 04 Quarter 22 L 2 OF S P 2016-12-01-
5001 EASE OF RECORD OUT OF 2-703 SEG 2016-0263 BB 12/15/16 BB .

Tax Parcel #0420366011

1110 St Andrews CT

Section 36 Township 20 Range 04 Quarter 22 L 3 OF S P 2016-12-01-
5001 EASE OF RECORD OUT OF 2-703 SEG 2016-0263 BB 12/15/16 BB

Tax Parcel #0420366012

1114 St Andrews CT

Section 36 Township 20 Range 04 Quarter 22 L 4 OF S P 2016-12-01-
5001 EASE OF RECORD OUT OF 2-703 SEG 2016-0263 BB 12/15/16 BB

ORIGINAL

VALLEY WATER DISTRICT
PIERCE COUNTY, WASHINGTON

RESOLUTION NO. 2021 - 07

A RESOLUTION of the Board of Commissioners of Valley Water District, Pierce County, Washington, declaring certain District real property surplus; declaring the District's intention to sell the real property at public sale; providing for the publication of notice of intent to sell the real property at public sale; and confirming Resolution No. 2017-04.

WHEREAS, Valley Water District is a Washington municipal corporation operating pursuant to Title 57 RCW, formed for the purpose of providing water utility service to persons and property located within the District's water service area; and

WHEREAS, the District owns certain real property in the District's Valley Water System service area consisting of three lots created by short plat and legally described on **Exhibit A** attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, in 2017, District staff advised the Board of Commissioners that the Property is not and will not be needed for District purposes, the Property is surplus to the District's needs, and the Property can be declared surplus and sold at public sale consistent with the requirements of Chapter 57.08 RCW; accordingly, the Board of Commissioners passed Resolution No. 2017-04, declaring the Property as surplus and stating the intent to sell the Property; and

WHEREAS, the District was required to postpone the sale of the Property for various reasons, including uncertainty regarding the City of Puyallup's permitting process for the District's Valley Reservoir Project on adjacent property; however, the District is now ready to sell the Property; and

WHEREAS, District staff have advised that the Property remains unnecessary for District purposes, the Property is surplus to the District's needs, and the Property should be declared surplus and sold at public sale in accordance with the requirements of Chapter 57.08 RCW, and have requested that the Board of Commissioners confirm Resolution No. 2017-04; now, therefore,

BE IT RESOLVED by the Board of Commissioners of Valley Water District, Pierce County, Washington as follows:

Section 1. The Property legally described on **Exhibit A** is not and will not be needed for District purposes. The District hereby declares the Property to be surplus to the District's needs and further declares its intention to sell the Property at public sale pursuant to the requirements of Chapter 57.08 RCW. Resolution No. 2017-04 is confirmed in all respects.

Section 2. District management staff are authorized and directed to sell the Property at public sale and to retain and work with all consultants, such as appraisers, title, escrow officers, and the District's attorney and engineers, as necessary to undertake the appraisal and sale of the Property.

Section 3. The District's Manager is authorized and directed to prepare and execute all documents, including newspaper publications, escrow instructions, deeds and excise tax affidavits necessary for and related to the sale of the Property.

ADOPTED by the Board of Commissioners of Valley Water District of Pierce County, Washington, at a regular meeting held on July 20, 2021.

BOARD OF COMMISSIONERS,
VALLEY WATER DISTRICT

By 

President

By 

Commissioner

By 

Commissioner

EXHIBIT A

Tax Parcel #0420366010

1106 St Andrews CT

Section 36 Township 20 Range 04 Quarter 22 L 2 OF S P 2016-12-01-
5001 EASE OF RECORD OUT OF 2-703 SEG 2016-0263 BB 12/15/16 BB

Tax Parcel #0420366011

1110 St Andrews CT

Section 36 Township 20 Range 04 Quarter 22 L 3 OF S P 2016-12-01-
5001 EASE OF RECORD OUT OF 2-703 SEG 2016-0263 BB 12/15/16 BB

Tax Parcel #0420366012

1114 St Andrews CT

Section 36 Township 20 Range 04 Quarter 22 L 4 OF S P 2016-12-01-
5001 EASE OF RECORD OUT OF 2-703 SEG 2016-0263 BB 12/15/16 BB

BIDDING INFORMATION

Each Bid for the purchase of Lot 2 (the "Property") must be submitted in a sealed envelope, addressed to Valley Water District, 14515 Pioneer Way E, Puyallup, Washington 98372.

Each sealed envelope containing a Bid must be plainly marked on the outside as "**Surplus Property Bid, Lot 2 of Valley Water District Short Plat**" and the envelope should bear on the outside the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to Valley Water District at the address stated above.

All Bids must be made on the required Bid forms. All blank spaces for Bid amounts must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when transmitted. Only one copy of the Bid form is required.

The minimum Bid amount is One Hundred Sixty One Thousand One Hundred Dollars (\$161,100.00). Seller may waive any informalities or minor defects in the Bids and reserves the right to reject any and all Bids. Any Bid may be withdrawn prior to the scheduled deadline for filing of bids. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a bid within 120 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Seller and the responsive highest Bidder.

Bidders must satisfy themselves as to the accuracy of any estimated square footage of the Property by examination of the site and review of the legal description herein. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the size or approximate square footage of the Property, or any other matter related to the Property.

This document contains the provisions for the proposed sale of the Property. Information obtained from any Seller's officers, agents or employees or any other person shall not affect the provisions of this agreement or relieve the Bidder from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a certified check or a cashier's check made payable to Valley Water District in the amount of five percent (5%) of the Bid (the "Deposit").

The party to whom the Purchase and Sale Agreement is awarded will be required to execute the Real Estate Purchase and Sale Agreement attached hereto (the "Contract") within seven (7) calendar days from the date when Notice of Award is mailed to the Bidder. Do not sign and submit the Contract with a Bid. In case of a failure of the successful Bidder to execute the Contract, the Seller will consider the Bidder in default, in which case the Bidder's Deposit shall be forfeited and shall become the property of Seller.

The Seller, within ten (10) days of receipt of the Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party a copy of the fully

executed Contract. Should the Seller not execute the Contract within such period, the Bidder may, by written notice, withdraw its signed Contract. Such Notice of Withdrawal shall be effective upon receipt by the Seller. In such case, the Seller shall return the Bidder's Deposit within ten (10) business days from the Seller's receipt of Bidder's Notice of Withdrawal. Seller shall not be responsible or liable for any costs incurred by the Bidder.

Attached hereto, for disclosure only pursuant to RCW 64.06.015, are Seller's disclosures ("Seller's Disclosure Statement") about the condition of the Property, based on the actual knowledge of Sean Vance, Seller's Manager, as of March 4, 2022.

As more fully set forth in Paragraph 9 of the attached Contract, the Property is being sold "AS IS, WHERE IS." Seller's Disclosure Statement is not a part of the Contract, and Buyer shall have no right to rescind either an awarded Bid or executed Contract by virtue of Seller's Disclosure Statement.

Each Bidder is responsible for inspecting the Property and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

The following forms must be executed **prior to** and submitted with a Bid:

1. Bid Summary
2. Deposit Statement

The following agreement is to be executed by the successful Bidder **after** the award of the contract:

1. Real Estate Purchase and Sale Agreement

The following item is to be executed by the successful Bidder **at closing**:

Any and all documents that the Escrow Agent or the Title Company (as defined in the Real Estate Purchase and Sale Agreement) may reasonably require for the closing of the transaction, including but not limited to: form escrow instructions, FIRPTA certificate, Real Estate Excise Tax Affidavit and Buyer's Estimated Closing Statement.

At Closing, Buyer shall take title to the Property via a Statutory Warranty Deed in substantially similar form as that set forth in the Real Estate Purchase and Sale Agreement, subject to those encumbrances noted in the ALTA Commitment for Title Insurance issued by Ticor Title, 437 29th St NE, Puyallup, WA 98372 effective February 17, 2022 (the "Preliminary Commitment") and any other encumbrances that may be disclosed by the Title Company in any supplement thereto and approved by Buyer prior to Closing; provided, that real property taxes for the current year; the current portion of assessments, if any; and utilities shall be prorated between Buyer and Seller as of the date of Closing, as more fully set forth in the Real Estate Purchase and Sale Agreement.

VALLEY WATER DISTRICT
LEGAL DESCRIPTION
OF
PROPOSED SURPLUS REAL PROPERTY

The Surplus Property which is the subject of the Seller's invitation for bids is located at 1106 St. Andrews Ct., Puyallup, Washington 98372, Tax Parcel Number 0420366010, and legally described as follows (per records of the Pierce County Auditor's Office:

LOT 2, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016
UNDER AUDITOR'S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

BID SUMMARY

_____ (“Bidder”) offers to purchase from Valley Water District the Property referred to as Lot 2 on the terms and conditions set forth in this Invitation for Bid for:

Bid in Words: \$ _____

Bid in Numbers: \$ _____

(in the event of a conflict between words and numbers, the written words shall prevail).

DATED this _____ day of _____, 2022.

BIDDER:

By _____
Its _____

Address: _____

Telephone No.: _____

BID DEPOSIT STATEMENT

Enclosed herewith is a Deposit in the form of a certified check or cashier's check made payable to Valley Water District in the amount of \$ _____ (five percent (5%) of the Bid).

BIDDER:

By _____
Its _____

**SELLER'S DISCLOSURE STATEMENT
PURSUANT TO RCW 64.06.015**

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 1106 ST. ANDREWS CT., PUYALLUP, WA 98372 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is/ . .X . . is not occupying the property.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- No Don't
Yes know A. Do you have legal authority to sell the property? If no, please explain.
- No Don't
Yes know *B. Is title to the property subject to any of the following?

- (1) First right of refusal
- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

- No Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes?
- No Don't know *D. Is there a private road or easement agreement for access to the property? (see attached CCR's and recorded easements)
- No Don't know *E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? (see attached CCR's and recorded easements)
- No Don't know *F. Are there any written agreements for joint maintenance of an easement or right-of-way? (see attached CCR's and recorded easements)
- No Don't know *G. Is there any study, survey project, or notice that would adversely affect the property?
- No Don't know *H. Are there any pending or existing assessments against the property? (see attached CCR's paving cost sharing agreement)
- No Don't know *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?
- No Don't know *J. Is there a boundary survey for the property?
- No Don't know *K. Are there any covenants, conditions, or restrictions recorded against title to the property? (see attached CCR's)

2. WATER

A. Household Water

- No Don't know (1) Does the property have potable water supply?
- (2) If yes, the source of water for the property is:
- Private or publicly owned water system
- Private well serving only the property
- * Other water system
- No Don't know *If shared, are there any written agreements?
- No Don't know *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source or infrastructure? (see recorded easements)
- No Don't know *(4) Are there any problems or repairs needed?
- No Don't know (5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
- No Don't know (6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) (water is available from Valley Water District, the Seller, but a CWA has not been issued yet for this Lot)
- No Don't know (7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) (Valley Water

No Don't
Yes know
District has water rights to provide water to properties within its service area)
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?

....
 No Don't
Yes know
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?

No Don't
Yes know
*(8) Are there any defects in the operation of the water system (e.g., pipes, tank, pump, etc.)?

B. Irrigation Water

No Don't
Yes know
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)

No Don't
Yes know
(a) If yes, has all or any portion of the water right not been used for five or more successive years?

No Don't
Yes know
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

No Don't
Yes know
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property: (property has not paid connection charges to water company and therefor does not currently receive water. Domestic and irrigation water are both available from Valley Water District)

....
C. Outdoor Sprinkler System

No Don't
Yes know
(1) Is there an outdoor sprinkler system for the property?

No Don't
Yes know
*(2) If yes, are there any defects in the system?

No Don't
Yes know
*(3) If yes, is the sprinkler system connected to irrigation water?

3. SEWER/SEPTIC SYSTEM

A. The property is served by:

Public sewer system (must contact City of Puyallup for availability and requirements for service)

On-site sewage system (including pipes, tanks, drainfields, and all other component parts)

Other disposal system, please describe:

....

No Don't
Yes know
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? (Contact City of Puyallup, they are the sewer provider for this property)

C. If the property is connected to an on-site sewage system: (Not connected)

No Don't
*(1) Was a permit issued for its construction?

- Yes know
- No Don't know *(2) Was it approved by the local health department or district following its construction?
- No Don't know (3) Is the septic system a pressurized system?
- No Don't know (4) Is the septic system a gravity system?
- No Don't know *(5) Have there been any changes or repairs to the on-site sewage system?
- No Don't know (6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:

- No Don't know *(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

4. ELECTRICAL/GAS

- No Don't know A. Is the property served by natural gas?
- No Don't know B. Is there a connection charge for gas?
- No Don't know C. Is the property served by electricity? (There is electric available at the lots, service is not paid for or connected at this point.)
- No Don't know D. Is there a connection charge for electricity?
- No Don't know *E. Are there any electrical problems on the property?

5. FLOODING

- No Don't know A. Is the property located in a government designated flood zone or floodplain?

6. SOIL STABILITY

- No Don't know *A. Are there any settlement, earth movement, slides, or similar soil problems on the property?

7. ENVIRONMENTAL

- No Don't know *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?
- No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- No Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? (There are steep slopes on portions of the property).
- No Don't know *E. Are there any substances, materials, or products in or on the property that

- Yes know may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- No Don't
Yes know *F. Has the property been used for commercial or industrial purposes? (Before the short plat that created this Lot was approved, the entire parcel was used as a water tank site.
- No Don't
Yes know *G. Is there any soil or groundwater contamination?
- No Don't
Yes know *H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
- No Don't
Yes know *I. Has the property been used as a legal or illegal dumping site?
- No Don't
Yes know *J. Has the property been used as an illegal drug manufacturing site?
- No Don't
Yes know *K. Are there any radio towers that cause interference with cellular telephone reception?

8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

No Don't
Yes know A. Is there a homeowners' association? Name of association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

....

No Don't
Yes know B. Are there regular periodic assessments:

\$. . . per Month Year

Other . . . (see attached CCR's, with annual road maintenance and stormwater facility maintenance provisions)

No Don't
Yes know *C. Are there any pending special assessments? (See attached CCR's, access road paving cost sharing provision)

No Don't
Yes know *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? (see attached CCR's)

9. OTHER FACTS

No Don't
Yes know *A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?

....

No Don't
Yes know *B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

No Don't
Yes know *C. Is the property classified or designated as forestland or open space?

....

No Don't
Yes know D. Do you have a forest management plan? If yes, attach.

[x] No Don't
Yes know

*E. Have any development-related permit applications been submitted to any government agencies?

....

If the answer to E is "yes," what is the status or outcome of those applications?

....

No Don't
Yes know

F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

....

10. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

[x] No Don't
Yes know


*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

SELLER: VALLEY WATER DISTRICT

DATE: 3/10/22

By: 
Its: General Manager

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including

attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE _____

BUYER:

By: _____

Its: _____

DATE _____

BUYER:

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF
PROPERTY

The Property is located at 1106 St. Andrews Ct., Puyallup, Washington 98372, Tax Parcel Number 0420366010, and legally described as follows (per records of the Pierce County Auditor's Office:

LOT 2, CITY OF PUYALLUP SHORT PLAT RECORDED DECEMBER 1, 2016
UNDER AUDITOR'S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B
CCR's and Easements
[copies attached]

Name & Return Address:

Valley Water District
14515 Pioneer Way E
Puyallup, WA 98372



Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) CC&R's (for the 4 parcels below)
Grantor(s) Valley Water District ____ Additional Names on Page ____ of Document
Grantee(s) Valley Water District ____ 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) Lots 1 - 4 City of Puyallup Short Plat Recorded December 1, 2016 under Auditors File No. 20162015001, Records of Pierce County, Washington Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s) 0420366009, 0420366010, 0420366011, 0420366012
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard 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 Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
FOR
VALLEY WATER DISTRICT SHORT PLAT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the date of execution hereof by VALLEY WATER DISTRICT, a Washington municipal corporation (the "Declarant") with regard to the following:

RECITALS

A. The Declarant is a Washington municipal corporation organized under Title 57 RCW and provides water service to properties located within its jurisdiction. The Declarant is the fee owner of certain real property within its water service area, located in the City of Puyallup, Pierce County, Washington (the "Property"), which has an original Assessor Parcel No. 0420362703 and that is legally described as:

Lot 4, as shown on that certain survey of a portion of Section 35 and 36, Township 20 North, Range 4 East of the W.M., Filed for record under Auditor's File No. 8210040207, in Pierce County, Washington.

B. The Declarant has caused the Property to be subdivided into four (4) lots (collectively the "Lots" and individually "Lot 1," "Lot 2," "Lot 3," and "Lot 4"), in accordance with the Short Plat approved by the City of Puyallup and filed for record with the Pierce County Auditor's Office under Recording No. 201612015001 (the "Short Plat"). After the Short Plat, the Property is legally described as:

Lot 1, City of Puyallup Short Plat Recorded December 1, 2016 under Auditor's File No. 201612015001, Records of Pierce County, Washington.

Lot 2, City of Puyallup Short Plat Recorded December 1, 2016 under Auditor's File No. 201612015001, Records of Pierce County, Washington.

Lot 3, City of Puyallup Short Plat Recorded December 1, 2016 under Auditor's File No. 201612015001, Records of Pierce County, Washington.

Lot 4, City of Puyallup Short Plat Recorded December 1, 2016 under Auditor's File No. 201612015001, Records of Pierce County, Washington.

A copy of the Short Plat site map is attached hereto as **Exhibit A**. Lot 1 of the Short Plat is being retained and used by the Declarant for certain water facilities and will continue to be owned by the Declarant. Lot 2, Lot 3 and Lot 4 of the Short Plat are zoned for residential use, among other uses, and the Declarant intends to sell those three Lots as surplus property in accordance with State law.

C. As established by, depicted on and legally described on the Short Plat, Lot 1 is encumbered by a thirty (30) foot wide access and utility easement (the "Access Easement"). The Short Plat contemplates that utility lines and other facilities and private roadway facilities benefitting all of the Lots will be installed in the Access Easement.

D. As established by, depicted on and legally described on the Short Plat, an access and utility easement (the "Utility Easement A") that varies between twenty-five (25) and forty (40) feet wide, and a second twenty-five (25) foot wide utility easement, encumber Lot 2 and Lot 3 of the Short Plat. After the Short Plat was recorded, the Declarant released the second twenty-five (25) foot wide easement, and recorded a replacement easement that only encumbers the west side of Lot 2 of the Short Plat ("Utility Easement B"). A copy of the easement establishing Utility Easement B, which includes the legal description of Utility Easement B and a site map depicting the Short Plat with Utility Easement B, is attached hereto as **Exhibit B**. The Short Plat contemplates that utilities, including storm drainage lines and other facilities serving all the Lots in the Short Plat, and private roadway facilities and private utility facilities serving only Lots 2, 3 and 4, will be installed in Utility Easement A. The Short Plat contemplates that storm drainage lines and other facilities serving all the Lots in the Short Plat will be installed in what is now Utility Easement B.

E. The Declarant has constructed a reservoir and booster station on Lot 1 of the Short Plat. As a part of that construction project, the Declarant installed storm drainage facilities, which include a detention pond on Lot 1 and other storm water system facilities for the Short Plat constructed the subgrade and certain paving for the private street in the Access Easement, and installed other site improvements, all as required by the City of Puyallup.

F. The City of Puyallup requires that prior to the issuance of a building permit to any party for any structure on Lot 2, Lot 3 or Lot 4 of the Short Plat, all of the remainder of the infrastructure (the features and infrastructure not constructed by the District as described in Recital E above) required to be completed for the Short Plat, must be installed or constructed by the owner(s) of Lot 2, Lot 3 and/or Lot 4 and approved by the City of Puyallup. The additional remaining improvements include, but may not be limited to, the installation of individual private sewer lines from Lot 2, Lot 3 and Lot 4 (three lines) to the existing sewer manhole south of 84th Street on St. Andrews Court, installation of the "dry" utility facilities and gas utility facilities if desired, final lot grading and installation of drainage facilities for any residence to be constructed on Lot 2, Lot 3 or Lot 4, completion of the private street to be installed in the Access Easement, and installation of driveway or access facilities in Utility Easement A to serve Lots 2 and 3.

G. The purpose of this Declaration is to establish the construction responsibility, ownership and future maintenance responsibility for the necessary infrastructure for the Short Plat, to be located in the Access Easement, Utility Easement A and Utility Easement B. It also establishes cost sharing requirements for the future maintenance of the infrastructure serving all four Lots within the Short Plat.

H. The Declarant wishes to subject the Property and each Lot in the Short Plat to this Declaration.

NOW, THEREFORE, the Declarant declares that the Property, and each of the Lots established pursuant to the Short Plat are hereby made subject to, and shall be perpetually held, conveyed, occupied and bound, subject to the covenants, conditions, restrictions, payment obligations and lien matters set forth in this Declaration and subject to the covenants and restrictions set forth on the recorded Short Plat. This Declaration and each of the covenants, conditions, restrictions, payment obligations and lien matters set forth in this Declaration are for the purpose of enhancing the value and desirability of the Property, and each of the Lots established in the Short

Plat, and shall be deemed to be covenants running with the land, binding upon the Property, and each of the Lots, and binding upon the Declarant and all of the Declarant's grantees, assigns and successors, until the expiration of this Declaration as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

“Access Easement” shall mean the thirty (30) foot wide access and utility easement that is established by, depicted on and legally described on the Short Plat and that encumbers Lot 1 of the Short Plat.

“Declarant” shall mean Valley Water District, a Washington Municipal Corporation, and any of the District's successors or assigns.

“Lots” shall mean any one of the four (4) lots numbered 1 through 4 on the Short Plat.

“Owner” shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller (except those having such interest merely for the performance of an obligation). The Declarant is the original Owner of the Property and of all Lots and shall continue to be the Owner thereof until and except as conveyances changing such ownership as to specific Lots are recorded.

“Person” shall mean an individual, corporation, partnership, association, personal representative, trustee or other legal entity.

“Property” shall mean the land contained in the Short Plat described in Recital A hereof.

“Short Plat” shall mean the recorded Short Plat described in Recital B hereof and any amendments, corrections, alterations or addenda thereto subsequently recorded.

“Utility Easement A” shall mean the twenty-five (25) to forty (40) foot wide access and utility easement that is established by, depicted on and legally described on the Short Plat and that encumbers Lot 2 and Lot 3 of the Short Plat.

“Utility Easement B” shall mean the easement that encumbers Lot 2 of the Short Plat, and which is established by, depicted on and legally described in the Easement for Water Facilities dated November 5, 2019 and recorded under Pierce County Recording No. 201911070178, attached as Exhibit B to this Declaration.

Section 1.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the intent and purpose of this Declaration as described in Recital G hereof.

ARTICLE 2. EASEMENTS AND IMPROVEMENTS

Section 2.1 Easements.

2.1.1 Access Easement. The Declarant hereby confirms that the Short Plat establishes and grants the thirty (30) foot wide Access Easement in, on, under, across and through Lot 1, as depicted and legally described on the Short Plat, for the purpose of the construction, installation, repair, maintenance, operation and use of private roadway facilities and utility facilities for the benefit of and to serve Lot 1, Lot 2, Lot 3 and Lot 4 of the Short Plat. The Access Easement shall be perpetual, and shall run with the land, forever burdening Lot 1 for the benefit of each of the Lots. Each of the Owners shall have equal rights to utilize the Access Easement for pedestrian and vehicular ingress and egress and for utilities as set forth herein, and no Owner of any Lot shall make any use of the Access Easement that is inconsistent with the pedestrian and vehicular ingress and egress and utility facility uses of the Access Easement.

2.1.2 Utility Easement A. The Declarant hereby confirms that the Short Plat establishes and grants the Utility Easement A that varies between twenty-five (25) feet wide and forty (40) feet wide in, on, under, across and through Lot 2 and Lot 3, as depicted and legally described on the Short Plat, for the purpose of the construction, installation, repair, maintenance, operation, use and replacement of private gravel roadway facilities and utility facilities for the benefit of and to serve Lot 1, Lot 2, Lot 3 and Lot 4 of the Short Plat. The Utility Easement A shall be perpetual, and shall run with the land, forever burdening Lot 2, Lot 3 and Lot 4, for the benefit of all four of the Lots. Each of the Owners shall have equal rights to utilize the Utility Easement A for pedestrian and vehicular ingress and egress and for utilities as set forth herein. In particular, and without limitation of the foregoing, the Owner of Lot 1 shall have the right to use Utility Easement A to access the storm drainage facilities and water infrastructure on Lot 1 and Utility Easement B.

2.1.3 Utility Easement B. The Declarant hereby confirms that the Easement for Water Facilities dated November 5, 2019 and recorded under Pierce County Recording No. 201911070178, establishes and grants the Utility Easement B that varies between twenty-five (25) feet and forty (40) feet wide in, on, under, across and through Lot 2 as depicted and legally described on the Easement for Water Facilities, for the purpose of the construction, installation, repair, maintenance, operation, use and replacement of utility facilities for the benefit of and to serve Lot 1, Lot 2, Lot 3 and Lot 4 of the Short Plat. The Utility Easement B shall be perpetual, and shall run with the land, forever burdening Lot 2 for the benefit of each of the Lots. Each of the Owners shall have equal rights to utilize the Utility Easement B for utilities as set forth herein.

Section 2.2. Construction of Short Plat Infrastructure.

2.2.1 Construction of Infrastructure by Owners of Lot 2, Lot 3 and/or Lot 4. The City of Puyallup requires that prior to the issuance of a building permit to any party for any structure on Lot 2, Lot 3 or Lot 4 of the Short Plat, all of the remainder of the infrastructure (the features and infrastructure not constructed by the District as described in Recital E above) required to be completed for the Short Plat, must be installed or constructed by the owner(s) of Lot 2, Lot 3 and/or Lot 4 and approved by the City of Puyallup. Therefore, the Owner(s) of Lot 2, Lot 3 and/or Lot 4 shall be responsible for, and shall construct and install all additional remaining infrastructure improvements for the Short Plat, which shall include, but may not be limited to, the installation of individual private sewer lines from Lot 2, Lot 3 and Lot 4 (three lines) to the existing sewer manhole south of 84th Street on St. Andrews Court and in the Access Easement, the installation of the “dry” utility facilities and gas utility facilities if desired in the Access Easement and Utility Easement A, the final grading of Lot 2, Lot 3 and Lot 4, installation of drainage facilities for any residence to be

constructed on Lot 2, Lot 3 or Lot 4, and installation or completion of private gravel access road facilities in Utility Easement A, all as required by the City of Puyallup.

Section 2.3 Ownership, Operation and Maintenance of Infrastructure Improvements.

2.3.1 Declarant's Ownership, Operation and Maintenance.

(a) The Declarant shall own and be responsible for the operation and maintenance of: (1) the water main serving Lot 2, Lot 3, and Lot 4 up to and including the water meters in accordance with the Declarant's resolutions and policies, and (2) the Storm Water System located on Lot 1, and the storm water lines installed in Utility Easement A and Utility Easement B (connecting to Pioneer Way East to the north) and within the Pioneer Way E. right of way. The Storm Water System and storm drainage lines shall be maintained to a level that is ordinarily expected for similar facilities, and as required by the City of Puyallup.

(b) Except as provided otherwise in this Declaration (including but not limited to cost sharing obligations in Articles 2 and 3 of this Declaration), the Declarant shall be responsible for maintaining, repairing or reconstructing: (1) the private roadway installed in the Access Easement, after the Owner(s) of Lot 2, Lot 3 and Lot 4 have completed construction of the roadway facilities and the same have been approved by the City of Puyallup; and (2) the gravel roadway within the Utility Easement A along the south side of Lots 2 and 3 that provides access to the storm control structures on Lot 1 and to the storm lines in Utility Easement A and Utility Easement B.

(1) The Declarant shall install the final lift of paving on the private roadway installed in the Access Easement after Lot 2, Lot 3 and Lot 4 are sold and developed by the purchaser(s) of those Lots, and shall charge the cost of the final paving installation to the Owners of the Lots in accordance with Article 3 below; provided, that if those Lots are not all developed within one year of the sale of the last of those Lots to a purchaser, the Declarant may, in its sole discretion, install the final lift of paving at any time, and charge the cost of the final paving to the Owners of the Lots in accordance with Article 3 below. If the Declarant installs the final paving before Lot 2, Lot 3 or Lot 4 is developed, and if the Owner of Lot 2, Lot 3 or Lot 4 damages the roadway in the Access Easement or the roadway in Utility Easement A in any manner whatsoever during the development of the Owner's Lot, then that Owner shall promptly repair the damage and restore the roadway to at least its condition prior to the damage, at that Owner's sole cost and expense.

(2) After the sale and development of Lot 2, Lot 3 and Lot 4, the Declarant shall maintain, repair or reconstruct the roadway facilities if and when the Declarant determines that maintenance, repairs or reconstruction are reasonably necessary: (i) to preserve the roadway surface or any other roadway improvements or facilities installed within the Access Easement or Utility Easement A, or (ii) to insure that the roadway surface or any other roadway improvements or facilities installed within the Access Easement or Utility Easement A remain open and without defects or deficiencies that unreasonably restrict or limit passage for vehicles or pedestrians, or (iii) to remedy any defects or deficiencies in the roadway surface or any other roadway improvements or facilities installed within the Access Easement or Utility Easement A which result from use, wear and tear or passage of time or which present a danger of injury or harm to personal property or human life. Any maintenance, repairs or reconstruction shall be consistent with requirements of the City of Puyallup. The Declarant shall charge the Owners of Lot 2, Lot 3 and Lot

4, and the Owners of Lot 2, Lot 3 and Lot 4 shall pay, for the costs of maintaining, repairing and reconstructing these roadways in accordance with Article 3 of this Declaration.

(c) Notwithstanding any provision of this Section 2.3.1, the Declarant shall have no responsibility or obligation to remove any accumulated snow, ice or standing water from the surface of the roadway installed in the Access Easement or in Utility Easement A; and the Declarant shall have no liability to any Owner to any damage to any Lot or Owner resulting from weather events or failure to repair or maintain any roadway in the Access Easement or Utility Easement A.

(d) Notwithstanding any other provision in this Declaration, if any Owner of any Lot damages in any way the roadway in the Access Easement, or the roadway in Utility Easement A, that Owner shall promptly repair the damage and restore the roadway to at least its condition prior to the damage, at that Owner's sole cost and expense. The Declarant shall have the right, but not the obligation, to notify the Owner of the need to repair a damaged roadway. If the Owner responsible for the damage fails to perform the repairs within thirty (30) days of the date of the Declarant's notice to the Owner, the Declarant shall have the right to perform the repairs and bill the cost of the repairs to the Owner. The Owner shall the amount of the bill to the Declarant within thirty (30) days of the date of the bill (the "Due Date").

2.3.2 Owner(s) of Lot 2, Lot 3 and Lot 4 Ownership, Operation and Maintenance. The Owner(s) of Lot 2, Lot 3 and Lot 4 shall own and be responsible for the operation and maintenance of the private sewer lines installed by those Lot Owners in the Access Easement and Utility Easement A from each Lot to the point of connection to the City of Puyallup sewer manhole. All other utility facilities not addressed in Section 2.3.1 above or in the preceding sentence (the "dry" utilities, including gas if that utility is installed by a Lot Owner) shall be owned, operated and maintained by the respective utility service provider installing the facilities, or as required by the respective utility service provider. Further, if the Owner of Lot 2, Lot 3 or Lot 4 or any utility service provider damages the roadway in the Access Easement or in Utility Easement A as a result of the operation or maintenance of any utility facility, then that Owner shall promptly repair the roadway and restore the roadway to at least its condition prior to the damage, at that Owner's sole cost and expense.

2.3.3 Advance Approval for Owner's Work within Easements. No Owner, other than the Declarant, shall undertake any installation, construction, repair, maintenance or replacement work or activity of any nature within the Access Easement, Utility Easement A or Utility Easement B, unless or until the Owner has submitted to the Declarant: (i) a plan for such work, and (ii) a plan for the repair and replacement of any improvements or facilities within the Access Easement, Utility Easement A or Utility Easement B following such work. The Declarant may condition the Owner's work within the Access Easement, Utility Easement A, or Utility Easement B and may impose such conditions thereon as the Declarant may reasonably require to insure that such work does not unreasonably interfere with the use of the Access Easement, Utility Easement A, or Utility Easement B by the Owners and that the improvements or facilities in the Access Easement, Utility Easement A, and/or Utility Easement B are fully restored to at least the condition existing prior to the Owner's work.

Section 2.4 No Liability. In no event shall the provisions of this Declaration create or impose upon the Declarant any liability for personal injuries or property damage suffered by any Person with

regard to the use of the Access Easement, Utility Easement A or Utility Easement B, or any of the roadway or utility facilities or other improvements installed in those Easements. The Declarant's responsibility under the terms of this Declaration shall not make the Declarant the guarantor or warrantor of the timeliness, quality or sufficiency of the performance by any contractor or subcontractor hired to perform repairs or other work in the Access Easement, Utility Easement A or Utility Easement B.

ARTICLE 3. PAYMENT FOR DECLARANT'S MAINTENANCE OF ROADWAY AND STORM DRAINAGE FACILITIES.

Section 3.1 **Costs of Operating and Maintaining the Storm Water Facilities.** Annually, the Declarant shall determine the total cost to the Declarant of operating, maintaining, repairing, reconstructing and/or replacing the Storm Water System located on Lot 1, and the storm drainage lines installed in Utility Easement A and Utility Easement B (the "Storm Water Facilities") for the upcoming year. In determining the "total cost," the Declarant shall take into account all actual costs and expenses, whether direct and indirect, incurred by or that will be incurred by the Declarant in operating, maintaining, repairing, reconstructing and/or replacing the Storm Water Facilities in the upcoming year. Annually, the Declarant shall bill each of the Owner(s) of Lot 2, Lot 3 and Lot 4 for twenty-five percent (25%) of the total cost, plus a fifteen percent (15%) administration fee (the "Storm Water Facilities Charge"); as the Owner of Lot 1, the Declarant shall be responsible for the remaining twenty-five percent (25%) of the total cost. The Owner(s) of Lot 2, Lot 3 and Lot 4 shall pay the Storm Water Facilities Charge to the Declarant within thirty (30) days of the date of the bill (the "Due Date"). The Declarant may adjust the Storm Water Facilities Charge each year, so that all Lot Owners bear their fair and equitable share of all costs and expenses incurred by the Declarant in operating, maintaining, repairing, reconstructing and/or replacing the Storm Water Facilities.

Section 3.2 **Costs of Operating and Maintaining the Roadway Facilities.** At any time that the Declarant determines that the private roadway installed in the Access Easement, or the gravel roadway within the Utility Easement A, is in need of maintenance, repairs or reconstruction under Section 2.3 above, the Declarant shall determine the total cost to the Declarant of performing or causing to be performed the maintenance, repairs, or reconstruction of said roadways. In determining the "total cost," the Declarant shall take into account all actual costs and expenses, whether direct and indirect, incurred by or that will be incurred by the Declarant in maintaining, repairing, or reconstructing the roadway(s). The Declarant may notify the Owner(s) of Lot 2, Lot 3 and Lot 4 in advance of the Declarant's determination that the private roadway installed in the Access Easement, or the gravel roadway within the Utility Easement A, is in need of maintenance, repairs or reconstruction. The Declarant shall bill each of the Owner(s) of Lot 2, Lot 3 and Lot 4 for twenty-five percent (25%) of the total cost, plus a fifteen percent (15%) administration fee (the "Roadway Charge"); as the Owner of Lot 1, the Declarant shall be responsible for the remaining twenty-five percent (25%) of the total cost; provided, that if the roadway work is required to repair or reconstruct damage caused by a specific Lot Owner, then that Owner shall be solely responsible for the entire cost of the repairs or reconstruction, and the Declarant shall bill that Owner for the entire cost of the repairs or reconstruction. The Owner(s) of Lot 2, Lot 3 and Lot 4 shall pay the Roadway Charge to the Declarant within thirty (30) days of the date of the bill (the "Due Date").

Section 3.3 Default in Payment of Storm Water Facilities Charge or Roadway Charge. In the event the Owner of any Lot fails or refuses to pay a Storm Water Facilities Charge, a Roadway Charge, or any other monetary obligation by an applicable Due Date, the delinquent Storm Water Facilities Charge, Roadway Charge, or other monetary obligation shall bear interest at one percent (1%) per month until paid in full.

Section 3.4 Payment of Water Service Rates, Charges and Fees. As noted in the Recitals above, the Declarant is a Washington municipal corporation, organized and operating under Title 57 RCW. The Declarant is the water service provider for Lot 1, Lot 2, Lot 3 and Lot 4. All rates, fees and charges for the provision of water service to Lot 1, Lot 2, Lot 3 and Lot 4, including but not limited to all general facilities charges, meter installation charges, and other connection charges, shall be billed and paid in accordance with the resolutions, regulations and policies of the Declarant, as in existence on the date of this Declaration and as may be adopted, amended, modified or repealed by the Declarant and its Board of Commissioners from time to time, and nothing in this Declaration shall alter or modify the Lot Owner(s) obligation to comply with the same.

ARTICLE 4. LIEN AND COLLECTION OF DELINQUENT CHARGES.

Section 4.1 Delinquent Charges Are a Lien; Priority. All unpaid and delinquent Storm Water Facilities Charges, Roadway Charges, and/or any other monetary obligations, plus any accrued interest and collection and foreclosure costs as provided for in this Declaration, shall be deemed to be charges for water service under Title 57 RCW, and shall be a lien upon the Lot incurring the charge and all of the Lot's appurtenances from the date the charge becomes delinquent until paid in full, in the same manner as delinquent water service charges pursuant to RCW 57.08.081. The amount of the lien shall include all interest in connection with the unpaid Charges and all costs and expenses, including title search expenses and attorneys' fees, incurred by the Declarant in the collection of the unpaid Charges. The lien for such unpaid Charges shall have the same priority as other liens under RCW 57.08.081.

Section 4.2 Lien May Be Foreclosed. The lien for delinquent Storm Water Facilities Charges, Roadway Charges, and/or any other monetary obligation may be foreclosed by suit by the Declarant, in like manner as the foreclosure of a water-sewer district lien under Chapter 57.08 RCW.

Section 4.3 Charges Are Personal Obligations. In addition to constituting a lien on the Lot, all Storm Water Facilities Charges, Roadway Charges, and/or other monetary obligations assessed and billed by the Declarant to any Lot Owner, together with interest, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owners and any contract purchaser of the Lot when the Charge is made. In connection with the voluntary transfer of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Charges up to the closing of the transfer, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 4.4 Remedies Cumulative. The remedies provided in this Declaration are cumulative, and the Declarant may pursue any or all of them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 5. NOTICES.

Section 5.1 Address for Notices. Any notice required or mandated by the terms of this Declaration shall be by personal delivery or by U.S. Mail to such addresses as each of the Owners may specify to the other Owners. In the absence of any notification of any change of address, the mailing address of each of the Lots shall be deemed acceptable. Good faith and substantial compliance with the notice requirements set forth herein is all that is required to satisfy this notice requirement.

ARTICLE 6. AMENDMENTS OF DECLARATION

Section 6.1 Amendments by Owners. Any Owner may propose amendments to this Declaration by submitting the proposed amendments to the other Lot Owners. If a majority of the Lot Owners approve of a proposed amendment, such amendment shall be approved; provided, that until such time as Declarant ceases to be an Owner of a Lot, the affirmative vote and agreement by the Declarant to any amendment to this Declaration shall be required as a condition to the validity of such amendment.

Section 6.2 Amendments by Declarant. Until such time as Declarant ceases to be an Owner of a Lot, Declarant on its sole signature alone, and as an attorney-in-fact for all other Owners, with an irrevocable power coupled with an interest, may amend this Declaration without approval of any Owners.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Attorney's Fees. In the event of any conflict, controversy, claim or dispute between the Owners which arises out of or relates to the performance of the duties or obligations under this Declaration, or the method and manner of performance thereof or the breach thereof, or the payment or nonpayment of any charge authorized by this Declaration, the prevailing Owner in any suit or arbitration commenced with regard to said conflict, controversy, claim or dispute shall be entitled to receive from the non-prevailing Owner, in addition to any other relief, all reasonable costs and expenses relating thereto and reasonable attorney's fees incurred or expended.

Section 7.2. Effective Date. This Declaration shall be effective upon recording.

Section 7.3 Duration. The covenants, conditions, and restrictions of this Declaration shall run with, and bind the Property and each of the Lots and shall inure to the benefit of, and be enforceable by, the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. After said thirty (30) year period they shall be automatically extended for successive periods of ten (10) years each, unless an instrument terminating the covenants, conditions and restrictions, which instrument is signed by a majority of the then Owners, has been recorded in the real property division of the Auditor's Office of Pierce County, Washington; provided, that until such time as Declarant ceases to be an Owner of a Lot, the affirmative vote and agreement by the Declarant to any termination of this Declaration shall be required as a condition to the validity of the termination. In the event that such a termination instrument is recorded, the covenants, conditions and restrictions contained in this Declaration shall terminate at the end of the ten (10) year period during which it was so recorded.

Section 7.4 Severability. The terms, conditions and provisions of this Declaration shall be independent and severable. The unenforceability or invalidity of any one term, condition or provision shall not affect the enforceability of any other term, condition or provision.

Section 7.5 Assignment by Declarant. Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property owned by it. Declarant reserves the right to assign to any person all of its rights, powers, privileges, authority, duties, and obligations as Declarant created under this Declaration (which are in addition to those arising from Declarant's ownership of one or more Lots).

IN WITNESS THEREOF, the Declarant has executed this Declaration of the date indicated below.

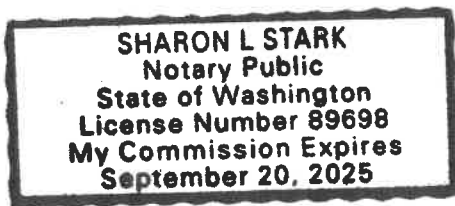
“DECLARANT”:

VALLEY WATER DISTRICT

By [Signature]
[Printed] Sean Vance
Its: General Manager
Dated: November 3, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

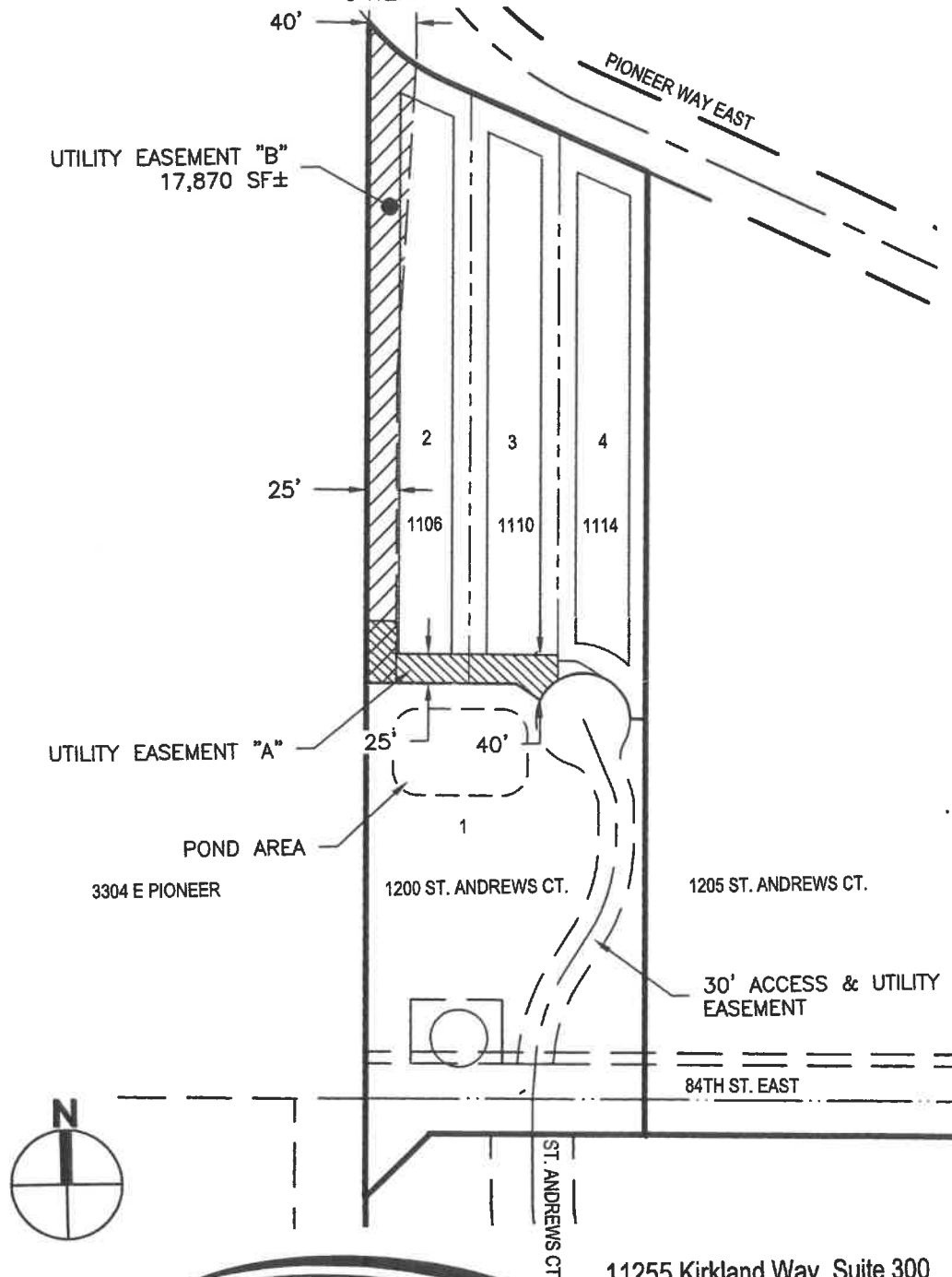
I certify that I know or have satisfactory evidence that Sean Vance is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath, stated that he/she was authorized to execute the instrument and acknowledged it as the General Manager of VALLEY WATER DISTRICT to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.



Dated November 3, 2021
Sharon A Stark
Notary Public in and for the State of Washington,
residing at Spanaway, WA
My Appointment Expires 09/20/2025

EXHIBIT A

UTILITY EASEMENT



An Engineering Services Company

11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
www.paceengrs.com

SCALE: 1" = 150' DAB PROJ. NO.: 15186

EXHIBIT B Previously recorded under
Recording No. 201911070179
Dated 11/07/2019

**Recording Requested By and
When Recorded Mail To:**

Valley Water District
14515 Pioneer Way East
Puyallup, WA 98372
Attn: Sean Vance

Document Title(s) (or transactions contained therein): Water Line Easement
Reference Number(s) of Documents assigned or released: (on page _____ of document(s))
Grantor(s) Last name first, then first name and initials) Valley Water District Additional names on page _____ of document.
Grantee(s) (Last name first, then first name and initials) Valley Water District Additional names on page _____ of document.
Legal Description (abbreviated: i.e., lot, block, Plat or section, township, range) A PORTION OF LOT 2, PIERCE COUNTY SHORT PLAT SP 2016-12-01-5001, RECORDED UNDER AUDITOR'S FILE NO. 201612015001 Additional legals on Exhibit A of document.
Assessor's Property Tax Parcel/Account Number 0420366010 Additional parcels on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of indexing information provided herein.

EASEMENT FOR WATER FACILITIES

The undersigned, Valley Water District, a municipal corporation in Pierce County, Washington ("Grantor"), for and in good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, conveys and warrants to Valley Water District, a municipal corporation in Pierce County, Washington ("Grantee"), and its successors and assigns, a permanent easement for water facilities, including water lines and all appurtenances thereto ("Easement"), as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference (the "Real Property"). The Easement granted by Grantor shall be a permanent easement for the benefit of Grantee over, upon, across, through and under a portion of the Real Property, such Easement Area as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"* attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water utility mains and lines, together with all facilities, connectors, meters, fire hydrants and appurtenances thereto ("Water Facilities"), and including the right of ingress and egress thereto for said purposes.

2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Water Facilities. Grantee agrees to restore the Easement Area as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Facilities.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction, excavation or grading, including, without limitation, digging, tunneling, filling or other forms of construction activity on or near the Easement Area which might in any fashion unearth, undermine, or damage the Water Facilities or endanger the lateral or other support of the Water Facilities, without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences, retaining walls and rockeries shall be erected over, upon or within the Easement Area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement Area in such close proximity to the Easement Area as to damage the Water Facilities, provided Grantor may use the surface of the Real Property within the Easement Area so long as such use does not interfere with the Easement or the Water Facilities.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms and conditions contained herein are intended to and shall run with the Real Property and shall be

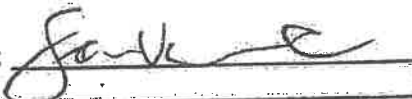
binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Pierce County Auditor's Office, Pierce County, Washington.

DATED this 5th day of November, 2019.

GRANTOR:

VALLEY WATER DISTRICT

By: 
Its: General Manager
(Print or type position held)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Sean Vance is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of VALLEY WATER DISTRICT to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated 11/5/19
NAME Sharon L. Stark
Sharon L. Stark (Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: 9/20/21

**EXHIBIT A
PARENT PARCEL**

LOT 2, PIERCE COUNTY SHORT PLAT SP 2016-12-01-5001, RECORDED UNDER AUDITOR'S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY, WASHINGTON.

**EXHIBIT B
UTILITY EASEMENT**

THAT PORTION OF LOT 2, PIERCE COUNTY SHORT PLAT SP 2016-12-01-5001, RECORDED UNDER AUDITOR'S FILE NO. 201612015001, RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 01°24'15" WEST ALONG THE WEST LINE OF SAID LOT 2, FOR
A DISTANCE OF 562.21 FEET TO THE SOUTH LINE OF LOT 2;
THENCE SOUTH 88°35'47" EAST ALONG SAID SOUTH LINE 25.00 FEET;
THENCE NORTH 01°24'15" EAST, 203.06 FEET;
THENCE NORTH 07°42'24" EAST, 125.40 FEET;
THENCE NORTH 03°09'58" EAST, 105.15 FEET;
THENCE NORTH 01°24'15" EAST, 92.49 FEET TO THE NORTH LINE OF SAID
LOT 2 AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT THE CENTER
OF WHICH BEARS NORTH 33°25'47" EAST 173.24 FEET;
THENCE ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 18°34'29", AN ARC DISTANCE OF 56.16
FEET TO THE POINT OF BEGINNING.**

**CONTAINING: 17,870 SQUARE FEET OR 0.41 ACRES OF LAND, MORE OR
LESS.**



EXHIBIT C UTILITY EASEMENT



S01°24'15"W
433.10'

EASEMENT AREA
17,870 SF ±

P.O.B.

C₁ R4D

PIONEER WAY EAST

N64°49'48"W

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	18°34'29"	173.24'	56.16'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S1°24'16"W	582.21'
L2	S88°35'47"E	25.00'
L3	N1°24'15"E	203.06'
L4	N7°42'24"E	125.40'
L5	N3°09'58"E	105.15'
L6	N1°24'15"E	92.49'
L7	N33°25'47"E	173.24'

SCALE: 1" = 150' DAB PROJ. NO.: 15186

3304 E PIONEER
0420351000

PIERCE COUNTY SHORT PLAT
SP 2016-12-01-5001
REC. NO. 201612015001

1205 ST. ANDREWS CT.
0420352702

1
0420368009
1200 ST. ANDREWS CT.

1/16 CORNER PER SHORT PLAT
RECORDED UNDER RECORDING
NO. 201612015001

R&C "KEYS 16210"
PER SHORT PLAT
NO. 201612015001



11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
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