



Palmer Lake Beach Club (PLBC)
PO Box 291, Lakebay WA 98349
contact@palmerlakebeachclub.com
www.palmerlakebeachclub.com

Palmer Lake Beach Club (PLBC) Board members have received numerous inquiries from PLBC members about PLBC's lake overflow system and about a lawsuit filed by a third party against neighboring property owners Scott and Ann Walther, which it appears some members have been led to believe either should or could involve PLBC. The purpose of this memorandum is to provide a brief factual summary regarding these issues of interest to PLBC's membership.

Review of Palmer Lake Drainage Issue & Mitigation Project

Executive Summary:

- As of 2018 the historical lake overflow system was no longer functional.
- Starting in 2018, ending in 2020, an engineered and permitted replacement system was installed, which also provided the Walthers with 2" of water to which they were entitled pursuant to a 1929 easement.
- The overflow system was never designed to be a lake recirculation system, and no such system has ever existed in Palmer Lake.
- Except for emergency overflow, it is designed to only provide 2" of water flow, which the Walthers can control.
- In 2024/2025 there were a number of social media comments that the Walthers were not receiving their 2" flow of water, but there is no communications from the Walthers to PLBC to that effect.
- In 2024 the Walthers were sued by their southern neighbor, Tasia Robinson, who has alleged that the Walthers excavated a drainage ditch on her property into which they have discharged excess water, which is unrelated to PLBC overflow drainage from the lake.

Detailed Review:

PLBC is the HOA for the plat of Palmer Lake, which has 502 lots. The potable residential water system is operated by Washington Water. Each lot has an individual private septic system. All the roads are owned by the county. Because the roads are public, there is no access control or limitation of traffic in the HOA neighborhoods.

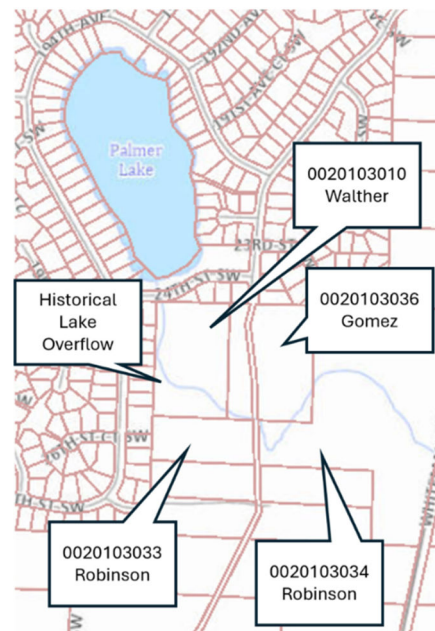
Palmer Lake is a private lake. All the property around the edge of the lake is privately owned or owned by the HOA. There is no public access to the lake. Palmer lake is a very small lake that in the mid '60s was improved. It is spring fed, and the water level is supplemented by the private well operated by the HOA. In the winter, depending on rainfall, the lake level can rise by several feet. At the south end of the lake, for decades there was an overflow pipe that drained the excess water from the lake under the county road into a drainage swale onto private property, where it meandered across the private property to another property to the south, then draining into Little Palmer Lake. The first property that

the drainage swale was on is now the Scott Walther property, and the next property to the south is now the Tasia Robinson property.

Here is the county map showing this historical drainage that existed for many decades and the current parcel ownership. The faint blue line is the drainage swale. It's important to note that this swale was completely dry for most of the year, as the lake only overflowed once or twice a year.

Over time, when the Walther parcel was owned by the previous owners, the swale became filled in. It was not clear if this was from natural causes, or intentional filling by the then landowner. Pierce County became aware that this overflow drainage was blocked, and without any coordination or discussion with PLBC, had spoken to the previous landowner, and it was rumored had considered legal action, but in the end, no action was taken. This meant that for a number of years, the lake level would rise, and in some cases, drain across the road into what is now the Walther plot.

In 2018, PLBC entered discussions with the Walthers to correct the drainage issue, to restore the historical overflow system. Robert Perry was the PLBC president at the time and led the discussions with Scott Walther.



At the same time, the Walthers needed water to their lot. A 1929 easement (see Enclosure A) existed that allowed the Walther lot to receive “2 inches” of water from the lake. Of course, if the Walthers wanted to exercise their easement to get water from the lake, they would have had to pay for the engineering and work to have it done. In the discussions with the Walthers, we planned a lake overflow drainage system that would also provide 2” of water to the Walthers, in a manner that they could control. In other words, we designed a system that would allow for lake overflow on the rare occasions when the lake level became high, but also provided the 2” of water, under the Walthers’ control.

Before proceeding on this project, PLBC entered into an agreement with Walthers, so that after investing in the engineering and other work, there would be no issue with the Walthers executing the final revised easements for the drainage pipeline through their lot. On December 29th, 2018, we entered into an agreement which was executed by both parties and is appended to this document (Enclosure B). It's important to note that unlike the historical drainage swale which impacted the use of the surface of the land by the Walthers, the drainage system design is an underground pipe that allows for the normal usage of the land surface by the Walthers.

As contemplated in paragraph 12 of the December 18, 2018, Agreement, PLBC and the Walthers also entered into an Easement Agreement (Enclosure C) to provide details governing the location and maintenance of the new overflow system. PLBC then moved forward with the project and engaged a local engineering firm, Contour Engineering based in Gig Harbor, to handle the discussions with the County code officials and to create a design. The design was reviewed and approved by Pierce County (Enclosure D). The permit is #912384 issued on 2020-04-01.

The construction work was performed by Federal Construction. On 2020-10-29 work was completed and inspected by the County. The County inspection and project completion record is attached (Enclosure E).

When the system was first activated, there was improvement to the water quality of Palmer Lake, because the 2" flow of water to the Walthers also allowed movement of algae and nutrients to move from the lake. While this was beneficial, it was not ever part of the planned function of the lake overflow system.

In February 2026, PLBC received a demand from the Walthers' attorney that PLBC indemnify and defend the Walthers against the claims asserted in Ms. Robinson's lawsuit pursuant to the indemnification terms of the Easement Agreement. After review of the relevant records, PLBC's attorney notified the Walthers's attorney that PLBC rejected his indemnification demand because the Easement indemnity provisions provides only that each water user shall indemnify the other parties from any claims by users of the system and does not provide for indemnification against claims by third parties such as Ms. Robinson. PLBC's attorney also noted that the Walthers' February 2026 demand was untimely given that the lawsuit was filed in August 2024 and a great deal of litigation had already occurred by the date of the demand. The lawsuit between the Walthers and their neighbor to the south is not related to PLBC's overflow from the lake but is related to the Walthers drainage of their 2" of water onto their neighbor. The court records of this lawsuit are public (Cause 24-2-10034-8) and its important to note that Scott and Anne Walther, in the response to Ms. Robinson's lawsuit they filed on 2025-09-05 (Section 2.4 and 2.5), acknowledged that the water flowing into Ms. Robinson's property is from their 2" water line.

The Board understands that the Walthers may have asserted to some members that PLBC gratuitously "received" valuable land from them, but the facts are quite different. The Walthers received the 1929 easement benefit of 2" of water at essentially no cost (had PLBC not built the drainage system, the Walthers would have had to fund the full cost of cutting the county road, engineering and installing a 2" water system), and improving their property with the elimination of the drainage ditch, which allowed them the full use of their property surface. At the last minute, the Walthers also indicated they would not sign the easements they had agreed to sign, and "wanted more". PLBC granted the Walthers a roadway easement to connect the northeastern corner of their property to 24th street – the county road, which improved access to their property and improved its value. Then the Walthers signed the easements. The Walthers agreed to also fund \$4,000 of the drainage system cost because they got their 2" of water (See enclosure B). The Walthers have never paid this amount to PLBC.

In 2026, there has been a lot of social media commentary about this drainage system, much of which is false or inaccurate. Some of this is related to the lawsuit between the Walthers and their neighbor.

Here are the facts as we know them:

1. The lake drainage system is designed, planned and installed as a lake overflow drainage system, and a system to provide 2" of water flow to the Walthers' lot, for their benefit, not as a lake recirculation system.
2. The existing drainage swale (ditch) could have been dug back out across the Walther property, to restore the existing historical overflow, but it was not. Instead, an underground drain line system was installed, which made the surface area more valuable and flatter for the Walthers.

Had PLBC not been a good neighbor, we could have simply taken action to restore the ditch, which we were legally entitled to.

3. Scott Walther interrupted several PLBC board meetings and had to be repeatedly asked to leave. PLBC board meetings are not public; they are for the owners (members) of PLBC. As a result, and because a number of board members (and an employee who was approached on the job by Scott) felt intimidated by Scott, as part of the PLBC's attorneys' communications with Scott Walthers attorney, he was told not to come onto PLBC property without advance approval.
4. The Walthers have a dispute with their neighbor. It does not involve PLBC. PLBC does not desire to waste members' resources to be a party to an action that does not involve us.
5. There is no "pump" in the middle of Palmer Lake.
6. The water fill system for Palmer Lake is just to keep the lake level up in the summer months, and it is turned on and off as needed, and also provides the 2" flow through drainage system to the Walthers, who can turn off that flow if desired. It has never functioned as a lake circulation system.

If there are any questions regarding this information, please contact PLBC at contact@palmerlakebeachclub.com.

STATE OF WASHINGTON,)
County of Pierce) ss.

I, W. E. GWYNN a Notary Public in and for the said State, do hereby certify that on this 7th day of November, 1929, personally appeared before me Clarence Robert Smith and Violet Smith, husband and wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" W. E. GWYNN NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES APR. 6, 1931 "

W. E. GWYNN

W. E. Gwynn

Notary Public in and for the State of Washington,
residing at Tacoma in said County.

Filed and recorded at request of W. E. Gwynn Jan. 31, 1930 at 2:55 P. M.

By *F. Campbell, Jr.*

Deputy

F. Campbell, Jr., Auditor Pierce Co. Wn.

-S. C.-

979449

THIS INDENTURE WITNESSETH, That Franklin Pierce Smith and Madalyn Smith, husband and wife in his own separate right and title, having received this property from the estate of his father, John Smith, by devise party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration Dollars, lawful money of the United States of America, to him in hand paid by Clarence Robert Smith party of the second part, does by these presents remise, release, convey and quit claim unto said party of the second part his heirs and assigns, all interest of the said party of the first part in and to the following described real property, situated in Pierce County, State of Washington, to-wit:

Beginning at a stone monument set at the N. W. corner of the experimental station land, 2324-16/100 feet north of the S. W. corner of the J. W. McCarty D. C. in sec. 13-14-23-24, twp. 20 N. range 4 ERM; and run thence N. along the W. line of the said J. W. McCarty D. C. 242-3/10 feet; thence south 89 deg. 12' east 681-7/10 feet to the center of the Sumner-Edgewood County road; thence along the center of the county road south 13 deg. 47' East 143-3/10 feet; thence South 29 deg. 47' East 120-4/10 feet to the north line of the Experimental station grounds; thence N. 89 deg. 12' West 775 feet to place of beginning, containing 4 acres more or less. Beginning at the SE corner of the above described tract run thence N. along the E. line of said above described tract 171-3/20 feet for the true point of beginning thence W. 681-7/10 feet to the W. line of the above described tract; thence N. along the W. line of the above described tract 71-3/20 feet to the N. line of said tract; thence E. along the N. line of said tract 681-7/10 feet; thence S. 71-3/20 feet along the E. line to the point of beginning.

TO HAVE AND TO HOLD, The said premises, with all the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the 20th day of November, 1929.

Signed, Sealed and Delivered in the
Presence of

Franklin Pierce Smith (Seal)
Madalyn Smith (Seal)
Madalyn Smith

STATE OF WASHINGTON,)
County of Pierce) ss.

I, W. E. Gwynn a Notary Public in and for the said State, do hereby certify that on this 20th day of November, 1929, personally appeared before me Franklin Pierce Smith and Madalyn Smith, husband and wife to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" W. E. GWYNN NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES APR. 6, 1931 "

W. E. GWYNN

W. E. Gwynn

Notary Public in and for the State of Washington,
residing at Tacoma in said County.

Filed and recorded at request of W. E. Gwynn Jan. 31, 1930 at 2:55 P. M.

By *F. Campbell, Jr.*

Deputy

F. Campbell, Jr., Auditor Pierce Co. Wn.

-S. C.-

979456

THIS INDENTURE, Made the 21 day of March, 1929, between J. E. VEACH and MARY E. VEACH, husband and wife, first parties and JOHN A. DAVIS and MAMIE DAVIS, husband and wife, second parties.

WITNESSETH, That whereas said first parties are the owners of the following described tract or parcel of land situate, lying and being in the County of Pierce, State of Washington, to-wit:

The Northeast quarter of the Southwest quarter of Section Ten (10), Township Twenty (20) North, Range One (1) West of the Willamette Meridian,

and said second parties are the owners of

The West half and the Northeast quarter of the Northeast quarter of said Section Ten (10),

And whereas said second parties are desirous of obtaining a permanent supply of water for their said lands from a certain Lake situated in the South half of the Northwest quarter of said Section Ten (10); NOW THEREFORE, In consideration of the sum of One (\$1.00) Dollar in hand paid by said second parties to said first parties, the receipt whereof is hereby acknowledged, said first parties for themselves, their heirs and assigns do hereby grant to said second parties, their heirs and assigns for the purpose of conveyance of way to lay, re-lay, connect and repair a line of pipe not exceeding two (2) inches internal diameter over the said lands of said first parties, by the most feasible route for the use stated, said right of way to be of sufficient width to allow and accommodate the laying and installing of said pipe and the re-laying, connecting and repair thereof; said right, privilege, easement and right of way to run with and be appurtenant to said lands of said second parties, and so far as requisite for the purposes mentioned, to run with

and be appurtenant to any and all subdivisions of said lands of said second parties that may be from time to time created by conveyances thereof.

IN WITNESS WHEREOF, Said first parties have hereunto subscribed their names and affixed their seals this day of March, 1929.

J. E. Veach
Mary E. Veach

(SEAL)
(SEAL)

STATE OF WASHINGTON, COUNTY OF PIERCE: SS

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 21st day of March, 1929, personally appeared before me, J. E. Veach and Mary E. Veach, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

" CATHERINE M. JENNINGS NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES JAN. 20, 1933 "

Catherine M. Jennings
Notary Public in and for the
State of Washington, residing
at Tacoma, in said County.

Filed and recorded at request of John A. Davis Jan. 31, 1930 at 3:10 P. M.

By *E. Campbell*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979459

THIS INDENTURE WITNESSETH, That F. F. Beckman and Gladys I. Beckman, husband and wife now and at all times since acquiring an interest in the property here-in-after described, parties of the first part, for and in consideration of the sum of Ten Dollars, in lawful money of the United States of America, to them in hand paid by Louis Lamken and Elizabeth Lamken, husband and wife, parties of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell and Convey unto the said parties of the second part, and to their heirs and assigns, the following described real property, situate, lying and being in the County of Pierce, State of Washington, to-wit:

Lots Three (3) and Four (4) in Block Nine (9), as the same are designated upon a certain plat entitled, "March McCandless Addition to Tacoma, Washington", which plat was filed for record in the office of the Auditor of said County, January 15, 1907.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said parties of the second part and to their heirs and assigns forever; and the said F. F. Beckman and Gladys I. Beckman, husband and wife, parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the said parties of the second part, their heirs and assigns, that they are the owners in fee simple of said premises, and that they are free from all incumbrances excepting a certain mortgage payable to The Mortgage-Bond Company of New York, now of record on said property which mortgage the parties of the second part hereby assume and agree to pay, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever, excepting as to the aforesaid mortgage.

WITNESS, our hands and seals this 19th day of January A. D., One Thousand Nine Hundred and Thirty.
Signed, Sealed and Delivered
in Presence of

F. F. Beckman (Seal)
Gladys I. Beckman (Seal)
(Seal)
(Seal)

STATE OF WASHINGTON,)
County of Pierce) ss.

I, the undersigned a Notary Public in and for the said State, do hereby certify that on this 19th day of January, 1930, personally appeared before me F. F. Beckman and Gladys I. Beckman husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" A. G. FORD NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES MAY 22, 1931 "

A. G. Ford
Notary Public in and for the State of
Washington, residing at Tacoma in said County.

Filed and recorded at request of Louis Lamken Jan. 31, 1930 at 3:32 P. M.

By *E. Campbell*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979460

THIS INDENTURE WITNESSETH, That JEFFERSON DECK and REBECCA DECK, husband and wife now and at all times since acquiring the within described property parties of the first part, for and in consideration of the sum of Ten and no/100 Dollars, in lawful money of the United States of America, to them in hand paid by OLIVE H. ROBINSON party of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell and Convey unto the said party of the second part, and to her heirs and assigns, the following described real property, situate, lying and being in the County of Pierce, State of Washington, to-wit:

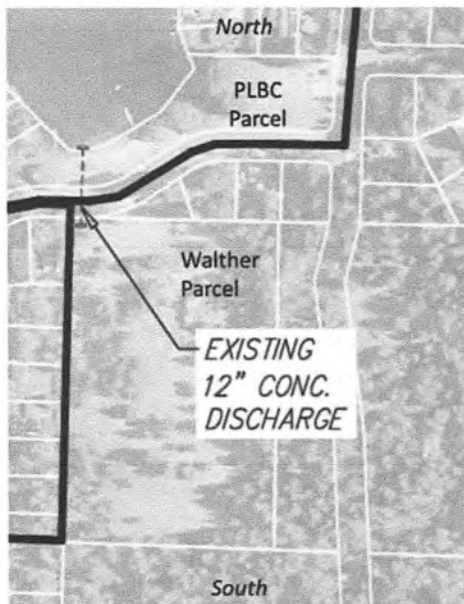
The East Half of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section Four (4), Township Nineteen (19) North of Range Four (4) East of the Willamette Meridian.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said party of the second part and to her heirs and assigns forever; and the said parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the said party of the second part her heirs and assigns, that they are the owners in fee simple of said premises, and that they are free from all incumbrances except the terms and conditions of that certain mortgage to the Federal Land Bank of Spokane, Washington, for the principal sum of \$900.00 upon which there remains unpaid the sum of approximately \$800.00, which mortgage, together with the interest thereon, second party assumes and agrees to pay, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever.

AGREEMENT

1. This Agreement "Agreement" is dated December 29th, 2018 and is between Scott & Anne Walther "Walther and/or Walthers", the owners of a parcel known as 0020103010 in Pierce County Washington "Walther Parcel", with a physical address of 2404 Lake Drive SW, Lakebay WA 98349, and The Palmer Lake Beach Club Inc "PLBC", an HOA which owns the parcel known as 6661002390 in Pierce County Washington "PLBC Parcel", with a mailing address of PO Box 291, Lakebay WA 98349. Walther and PLBC are individually a Party to this Agreement, and collectively are referred to as the Parties to this Agreement.
2. The Walthers have an easement from the north-eastern corner of the Walther Parcel across the PLBC Parcel to the lake known as Palmer Lake "Lake". This easement, recorded in Pierce County Washington records is instrument 979456, recorded March 21st, 1929, attached as Enclosure 1. The easement grants a right to a 2" water line delivering water from the Lake, across the PLBC Parcel, to the Walther Parcel. This description of the easement in this Agreement is a general description, and any legal interpretation of the easement should be made from the actual easement documents, not this Agreement. The Parties agree that this easement location is generally in the area of the Existing Overflow, and should the Walthers desire to use this easement, it would be at their cost for the construction and maintenance of such a water line.

3. The Lake has an overflow pipe "Existing Overflow" as shown in the following diagram which drains water from the Lake and into the Walther Parcel. This Existing Overflow pipe was designed to allow the Lake, which it reached a high-water level, to drain into the Walther Parcel, and then flow on the surface of the

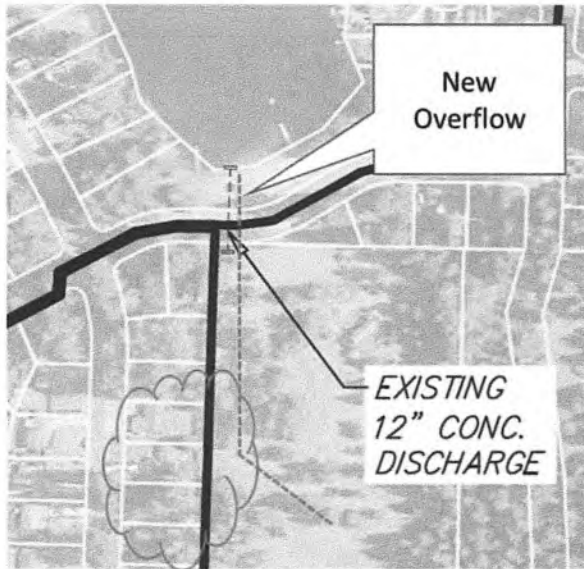


Walther Parcel to the south-east corner of the Walther Parcel onto adjacent parcels to the south, and ultimately drain into Little Palmer Lake. This Existing Overflow is not functioning properly, and Lake does not drain into and through the Existing Overflow pipe until the Lake reaches an excessively high-water level. This excessively high-water level floods sections on the PLBC Parcel, as well as properties around the Lake owned by members of the HOA. This Existing Overflow appears to function improperly because the pipe seems to be sloped toward the Lake, and where the pipe ends in the Walther Parcel, the ground level is higher than the end of the pipe, so the water does not flow out of the pipe. The ground level height adjacent to the end of the pipe appears to have changed from the original elevations found in the Pierce County records, and there are some anecdotal records indicating that Pierce County investigated this elevation change and had considered some action against the previous owners of the Walther Parcel. No action was ultimately taken by Pierce County authorities.

4. The Walthers desire to install a 2" water line to obtain water from the Lake under the easement noted in Section 2 above. PLBC desires to correct the improper function of the Existing Overflow so that the Lake drains properly into the south-eastern corner of the Walther Parcel, to ultimately flow to Little

Palmer Lake. This may include removal of the existing concrete discharge pipe, and the installation of new piping.

5. The Parties have discussed the construction of a new overflow system "New Overflow" that would properly drain high-water from the Lake, and also provide the 2" water pipe and flow of water



contemplated in the easement in Section 2. These discussions contemplate a New Overflow from the Lake into the Walther Parcel as generally shown on this diagram. This New Overflow would generally consist of a new pipe constructed from the Lake in approximately the same location as the Existing Overflow, and would be much longer, along the western edge of the Walther Parcel, to a point approximately just south of halfway through the Walther Parcel, then turning to the south-east, and then terminating at a point where the pipe would exit the ground, and drain on the ground in an existing area of lower elevation on the Walther Parcel. This New Overflow would be constructed so that the Walther could control some form of a valve at the edge of the Lake to control the flow of water equaling a 2" pipe that would flow through

the New Overflow pipe, to deliver water at the terminating point to provide water as the easement in Section 2 provides for. At the turn point of the New Overflow pipe, some form of catch basin would be installed, which would allow surface water to enter the New Overflow system. This catch basin would aid in the surface water drainage for the PLBC members roughly inside the cloud shaped circle shown in this diagram, where surface water occasionally ponds.

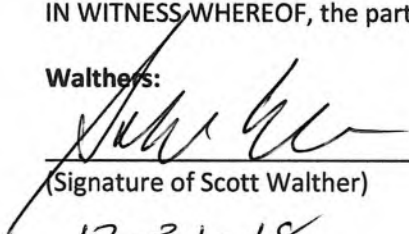
6. The construction of a New Overflow consists of the completion of a construction plan to meet the needs to obtain a building permit issued by Pierce County, and the selection of a construction firm to bid and build the New Overflow.
7. The Parties have reviewed a proposal from Contour Engineering to create such a construction plan to obtain a permit. This proposal has a price of \$12,750.
8. The cost of the permit is not known; however, it is expected to be several thousand dollars.
9. The cost of construction of the New Overflow is not known, however it is expected to be more than \$10,000.
10. Walthers have agreed to provide \$4,000 of the funds needed for the project (Contour Engineering Fees, Permit Fees, Construction and related costs). These funds would be paid by the Walther with \$2,000 being paid no earlier than February 2018, contemporaneously with the completion of the construction plan, paid to PLBC upon PLBC paying for the construction plan. The remaining \$2,000 of the Walther funds shall be paid to PLBC upon the completion of construction of the New Overflow system.
11. Prior to start of any construction of the New Overflow system, PLBC agrees that an easement will be created on the PLBC Parcel "New PLBC Easement" granting the owner of the Walther Parcel access to

the New Overflow system on the PLBC Parcel to operate the control of flow of the 2" of water contemplated in the easement in Section 2. This control shall be exercised at the sole discretion of the New PLBC Easement beneficiary (the owner of the Walther Parcel). This New PLBC Easement shall follow the land and is binding on all parties having or acquiring any right, title or interest in the PLBC Parcel. PLBC shall be responsible for the maintenance of the New Overflow system on the PLBC Parcel. This New PLBC Easement cannot be terminated or modified without the owner of the Walther Parcel recording an agreement to terminate or modify first.

12. Prior to the start of any construction of the New Overflow system, Walthers agree than an easement will be created on the Walther Parcel "Walther Easement" to insure the following:
- Boundaries of at least 20' wide (10' to each side of the New Overflow system) to allow for the construction and maintenance of the New Overflow system and future access.
 - Prohibition of any changes to the New Overflow system without the express written approval of the owner of the PLBC Parcel.
 - Prohibition of any changes to the grade of the Walther Parcel that would inhibit or interfere with the ability to New Overflow system to transport Lake overflow onto the Walther Parcel and overflow drainage to the south-east property edge toward Little Palmer Lake.
 - The owner of the PLBC Parcel shall be responsible for the cost and maintenance of the New Overflow system.
 - Right to connect to the New Overflow system piping or catch basin(s) along the western border drain lines from the HOA properties to facilitate drainage of surface water.
 - This Walther Easement cannot be terminated or modified without the owner of the PLBC Parcel recording an agreement to terminate or modify first.
 - Should construction not be completed within one year from the recording of the Walther Easement due to no fault of the Walthers, the Walther Easement shall terminate.
13. The Parties will cooperate in the finalization of the construction plans and shall not unreasonably withhold approval of the plans, permits, related activities or construction, as well as the creation and recording of necessary easements as detailed herein. The Parties will not unreasonably delay finalization of plans, permits, related activities or construction. The Walthers understand and agree that the approval of funds for construction must be approved by the members of the PLBC HOA, and such approval could delay or cancel actual construction.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Walthers:



(Signature of Scott Walther)

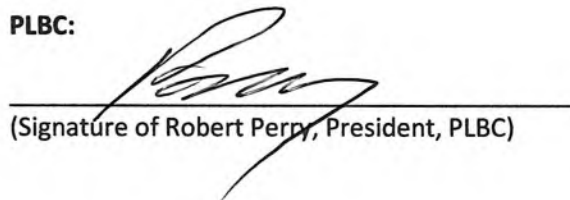
12-31-18
(Date Signed)



(Signature of Anne Walther)

12/31/18
(Date Signed)

PLBC:



(Signature of Robert Perry, President, PLBC)

12-31-18
(Date Signed)

PIERCE COUNTY, WASHINGTON

STATE OF WASHINGTON,)
County of Pierce) ss.

I, W. E. GWYNN a Notary Public in and for the said State, do hereby certify that on this 7th day of November, 1929, personally appeared before me Clarence Robert Smith and Violet Smith, husband and wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" W. E. GWYNN NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES APR. 6, 1931 "

W. E. GWYNN
W. E. Gwynn
Notary Public in and for the State of Washington,
residing at Tacoma in said County.

Filed and recorded at request of W. E. Gwynn Jan. 31, 1930 at 2:55 P. M.

By *[Signature]*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979449

THIS INDENTURE WITNESSETH, That Franklin Pierce Smith and Madalyn Smith, husband and wife in his own separate right and title, having received this property from the estate of his father, John Smith, by devise party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration Dollars, lawful money of the United States of America, to him in hand paid by Clarence Robert Smith party of the second part, does by these presents remise, release, convey and quit claim unto said party of the second part his heirs and assigns, all interest of the said party of the first part in and to the following described real property, situated in Pierce County, State of Washington, to-wit:

Beginning at a stone monument set at the N. W. corner of the experimental station land, 2324-16/100 feet north of the S. W. corner of the J. W. McCarty D. C. in sec. 13-14-23-24, Twp. 20 N. range 4 EMM; and run thence N. along the W. line of the said J. W. McCarty D. C. 242-3/10 feet; thence south 89 deg. 12' east 681-7/10 feet to the center of the Summer-Edgewood County road; thence along the center of the county road south 13 deg. 47' East 143-3/10 feet; thence South 29 deg. 47' East 120-4/10 feet to the north line of the Experimental station grounds; thence N. 89 deg. 12' West 775 feet to place of beginning, containing 4 acres more or less. Beginning at the SE corner of the above described tract run thence N. along the E. line of said above described tract 171-3/20 feet for the true point of beginning thence W. 681-7/10 feet to the W. line of the above described tract; thence N. along the W. line of the above described tract 71-3/20 feet to the N. line of said tract; thence E. along the N. line of said tract 681-7/10 feet; thence S. 71-3/20 feet along the E. line to the point of beginning.

TO HAVE AND TO HOLD, The said premises, with all the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the 20th day of November, 1929.

Signed, Sealed and Delivered in the
Presence of

Franklin Pierce Smith (Seal)
[Signature] (Seal)
Madalyn Smith

STATE OF WASHINGTON,)
County of Pierce) ss.

I, W. E. Gwynn a Notary Public in and for the said State, do hereby certify that on this 20th day of November, 1929, personally appeared before me Franklin Pierce Smith and Madalyn Smith, husband and wife to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" W. E. GWYNN NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES APR. 6, 1931 "

W. E. GWYNN
W. E. Gwynn
Notary Public in and for the State of Washington,
residing at Tacoma in said County.

Filed and recorded at request of W. E. Gwynn Jan. 31, 1930 at 2:55 P. M.

By *[Signature]*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979456

THIS INDENTURE, Made the 21 day of March, 1929, between J. E. VEACH and MARY E. VEACH, husband and wife, first parties and JOHN A. DAVIS and MAMIE DAVIS, husband and wife, second parties. WITNESSETH, That whereas said first parties are the owners of the following described tract or parcel of land situate, lying and being in the County of Pierce, State of Washington, to-wit:

The Northeast quarter of the Southwest quarter of Section Ten (10), Township Twenty (20) North, Range One (1) West of the Willamette Meridian,

and said second parties are the owners of

The West half and the Northeast quarter of the Northeast quarter of said Section Ten (10),

And whereas said second parties are desirous of obtaining a permanent supply of water for their said lands from a certain Lake situated in the South half of the Northwest quarter of said Section Ten (10); NOW THEREFORE, In consideration of the sum of One (\$1.00) Dollar in hand paid by said second parties to said first parties, the receipt whereof is hereby acknowledged, said first parties for themselves, their heirs and assigns do hereby grant to said second parties, their heirs and assigns for the purpose of conveying water from said Lake to the said lands of said second parties, the right, privilege, easement and right of way to lay, re-lay, connect and repair a line of pipe not exceeding two (2) inches internal diameter over the said lands of said first parties, by the most feasible route for the use stated, said right of way to be of sufficient width to allow and accommodate the laying and installing of said pipe and the re-laying, connecting and repair thereof; said right, privilege, easement and right of way to run with and be appurtenant to said lands of said second parties, and so far as requisite for the purposes mentioned, to run with

and be appurtenant to any and all subdivisions of said lands of said second parties that may be from time to time created by conveyances thereof.

IN WITNESS WHEREOF, Said first parties have hereunto subscribed their names and affixed their seals this day of March, 1929.

J. E. Veach
Mary E. Veach

(SEAL)
(SEAL)

STATE OF WASHINGTON, COUNTY OF PIERCE: SS

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 21st day of March, 1929, personally appeared before me, J. E. Veach and Mary E. Veach, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

" CATHERINE M. JENNINGS NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES JAN. 20, 1933 "

Catherine M. Jennings
Notary Public in and for the
State of Washington, residing
at Tacoma, in said County.

Filed and recorded at request of John A. Davis Jan. 31, 1930 at 3:10 P. M.

By *F. Campbell, Jr.*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979459

THIS INDENTURE WITNESSETH, That F. F. Beckman and Gladys I. Beckman, husband and wife now and at all times since acquiring an interest in the property here-in-after described, parties of the first part, for and in consideration of the sum of Ten Dollars, in lawful money of the United States of America, to them in hand paid by Louis Lamken and Elizabeth Lamken, husband and wife, parties of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell and Convey unto the said parties of the second part, and to their heirs and assigns, the following described real property, situate, lying and being in the County of Pierce, State of Washington, to-wit:

Lots Three (3) and Four (4) in Block Nine (9), as the same are designated upon a certain plat entitled, "March McCandless Addition to Tacoma, Washington", which plat was filed for record in the office of the Auditor of said County, January 15, 1907.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said parties of the second part and to their heirs and assigns forever; and the said F. F. Beckman and Gladys I. Beckman, husband and wife, parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the said parties of the second part, their heirs and assigns, that they are the owners in fee simple of said premises, and that they are free from all incumbrances excepting a certain mortgage payable to The Mortgage-Bond Company of New York, now of record on said property which mortgage the parties of the second part hereby assume and agree to pay, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever, excepting as to the aforesaid mortgage.

WITNESS, our hands and seals this 19th day of January A. D., One Thousand Nine Hundred and Thirty.

Signed, Sealed and Delivered
in Presence of

F. F. Beckman
Gladys I. Beckman

(Seal)
(Seal)
(Seal)
(Seal)

STATE OF WASHINGTON,)
County of Pierce) ss.

I, the undersigned a Notary Public in and for the said State, do hereby certify that on this 19th day of January, 1930, personally appeared before me F. F. Beckman and Gladys I. Beckman husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" A. G. FORD NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES MAY 22, 1931 "

A. G. Ford
Notary Public in and for the State of
Washington, residing at Tacoma in said County.

Filed and recorded at request of Louis Lamken Jan. 31, 1930 at 3:32 P. M.

By *F. Campbell, Jr.*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979460

THIS INDENTURE WITNESSETH, That JEFFERSON DECK and REBECCA DECK, husband and wife now and at all times since acquiring the within described property parties of the first part, for and in consideration of the sum of Ten and no/100 Dollars, in lawful money of the United States of America, to them in hand paid by OLIVE H. ROBINSON party of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell and Convey unto the said party of the second part, and to her heirs and assigns, the following described real property, situate, lying and being in the County of Pierce, State of Washington, to-wit:

The East Half of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section Four (4), Township Nineteen (19) North of Range Four (4) East of the Willamette Meridian.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said party of the second part and to her heirs and assigns forever; and the said parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the said party of the second part her heirs and assigns, that they are the owners in fee simple of said premises, and that they are free from all incumbrances except the terms and conditions of that certain mortgage to the Federal Land Bank of Spokane, Washington, for the principal sum of \$900.00 upon which there remains unpaid the sum of approximately \$850.00, which mortgage, together with the interest thereon, second party assumes and agrees to pay, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever.

PARCEL#: 0020103010
ADDRESS: 2404 LAKE DR SW
SITE AREA: APPROX. 6.29 ACRES
ZONING: RSR - RURAL SENSITIVE RESOURCE
EXISTING USE: RESIDENTIAL

THE NORTH 656.1 FEET OF THE WEST 417.4 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 1 WEST, W.M., IN PIERCE COUNTY, WASHINGTON. EXCEPT ANY PORTION THEREOF, IF ANY, WITHIN WHITEMAN'S COVE JOE'S BAY COUNTY ROAD.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, LYING WEST OF WHITEMAN'S COVE JOE'S BAY COUNTY ROAD, IN PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

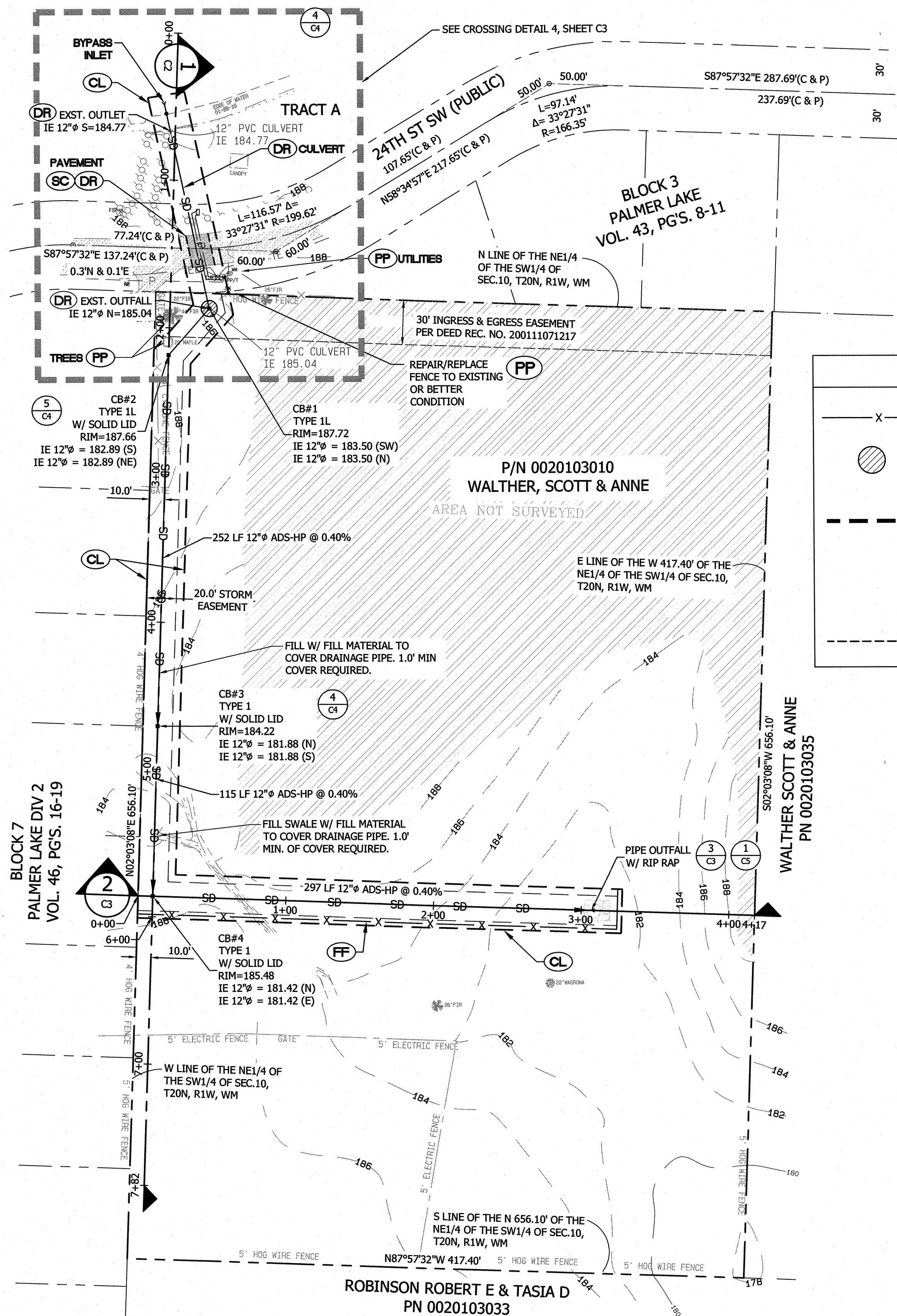
BASE:
HELD ELEVATION OF 345.46 ON PIERCE COUNTY CONTINUOUSLY
OPERATING REFERENCE STATION (CORS) "PRDY" (NAVD 88)

GRID NORTH, BASED UPON GLOBAL POSITIONING SYSTEM (GPS) LAMBERT GRID WASHINGTON STATE SOUTH ZONE COORDINATES. THE NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/2011 EPOCH 2010.00) GRID COORDINATES WERE FOUND TO BE 701740.91 / 1069598.95 AT A SURFACE BRASS DISK WITH "X", AT THE INTERSECTION OF 24TH ST K AND 195TH AVENUE SOUTHWEST. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.9999924216 AND THE GRID SCALE FACTOR OF 0.9999789487 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

- 1) THE MONUMENT CONTOUR SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A TWO (2) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (TRIMBLE S6) AND REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (TRIMBLE R10). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 33 2-130-090. IN ADDITION, THIS SURVEY MEETS THE TOPOGRAPHIC STANDARDS SET FORTH IN WAC 332-130-145.
- 2) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED JANUARY 29, 2019, THE DATE OF THIS FIELD SURVEY.
- 3) THIS IS NOT A BOUNDARY SURVEY. LEGAL DESCRIPTION PROVIDED BY CLIENT. NO ADDITIONAL RESEARCH WAS ATTEMPTED.
- 4) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW EASEMENTS OR RESERVATIONS WHICH MAY EFFECT THIS SITE.
- 5) THE PURPOSE OF THIS SURVEY IS FOR DRAINAGE PIPE REPLACEMENT.
- 6) ELEVATION CONTOURS SHOWN HEREON ARE DERIVED FROM FIELD MEASUREMENTS AND MEET OR EXCEED THE MINIMUM ACCURACY CRITERIA OF THE NATIONAL MAPPING STANDARD, BEING ONE-HALF THE CONTOUR INTERVAL.

1. HOLD A PRE-CONSTRUCTION MEETING WITH THE COUNTY AND OBTAIN REQUIRED PERMITS.
2. FIELD LOCATE AND VERIFY ALL EXISTING SERVICES AND UTILITIES WITHIN THE PROJECT AREA. SEE VERIFICATION NOTE. FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AND UTILITY CONNECTIONS, AND PROVIDE INFORMATION TO PROJECT ENGINEER.
3. ESTABLISH CLEARING AND GRADING LIMITS.
4. CONSTRUCT PERIMETER SILT FENCES, TREE PROTECTION FENCES, TEMPORARY SEDIMENT POND, AND OTHER EROSION CONTROL MEASURES AS NEEDED.
5. SCHEDULE CLEARING LIMITS, TREE PROTECTION AND EROSION CONTROL INSPECTIONS WITH THE COUNTY.
6. POT HOLE ALL EXISTING UTILITIES WITHIN CONSTRUCTION AREA. SEE VERIFICATION NOTE, THIS SHEET.
7. INFILTRATION TESTING TO BE CONDUCTED PRIOR TO INSTALLATION OF STORMWATER INFILTRATION SYSTEM. A REPRESENTATIVE FROM GEORESOURCES SHALL BE PRESENT AT THE TIME OF TESTING.
8. CONSTRUCT REMAINDER OF IMPROVEMENTS PER PLANS.
9. STABILIZE ALL EXPOSED SOILS.
10. CONTRACTOR SHALL CLEAN SEDIMENT POND AS NEEDED DURING CONSTRUCTION.
11. ARRANGE FINAL INSPECTION WITH THE COUNTY.
12. ON-SITE SILTATION FENCE TO REMAIN UNTIL THE SITE IS STABILIZED TO THE APPROVAL OF THE INSPECTOR.
13. REMOVE TESC MEASURES WHEN ALLOWED BY THE COUNTY INSPECTOR.

A PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 20 N, RANGE 1 W, W.M.,
PIERCE COUNTY, WASHINGTON



— X —	(FF)	FILTER FABRIC FENCE SEE DETAIL	($\frac{1}{C2}$)
	(IP)	INLET PROTECTION SEE DETAIL	($\frac{2}{C2}$)
(ALL OPEN CB'S SHALL BE PROTECTED)			
— — — —	(CL)	CLEARING/CONSTRUCTION LIMITS (0.53 AC)	
	(PP)	PRESERVE AND PROTECT EXISTING UTILITIES, STRUCTURES, ETC. PER CALLOUTS	
	(DR)	DEMOLISH AND REMOVE. SEE <u>CONTRACTOR</u> <u>NOTES</u> ON THIS SHEET.	
-----	(SC)	FULL DEPTH SAWCUT	

IF WORKERS ENTER ANY TRENCH OR OTHER
EXCAVATION FOUR OR MORE FEET IN DEPTH THAT
DOES NOT MEET THE OPEN PIT REQUIREMENTS OF
WSDOT SECTION 2-09.3(3)B, IT SHALL BE SHORED
AND CRIBBED. THE CONTRACTOR IS ALONE
RESPONSIBLE FOR WORKER SAFETY. ALL TRENCH
SAFETY SYSTEMS SHALL MEET THE REQUIREMENTS
OF THE WASHINGTON INDUSTRIAL SAFETY AND
HEALTH ACT, CHAPTER 49.17 RCW.

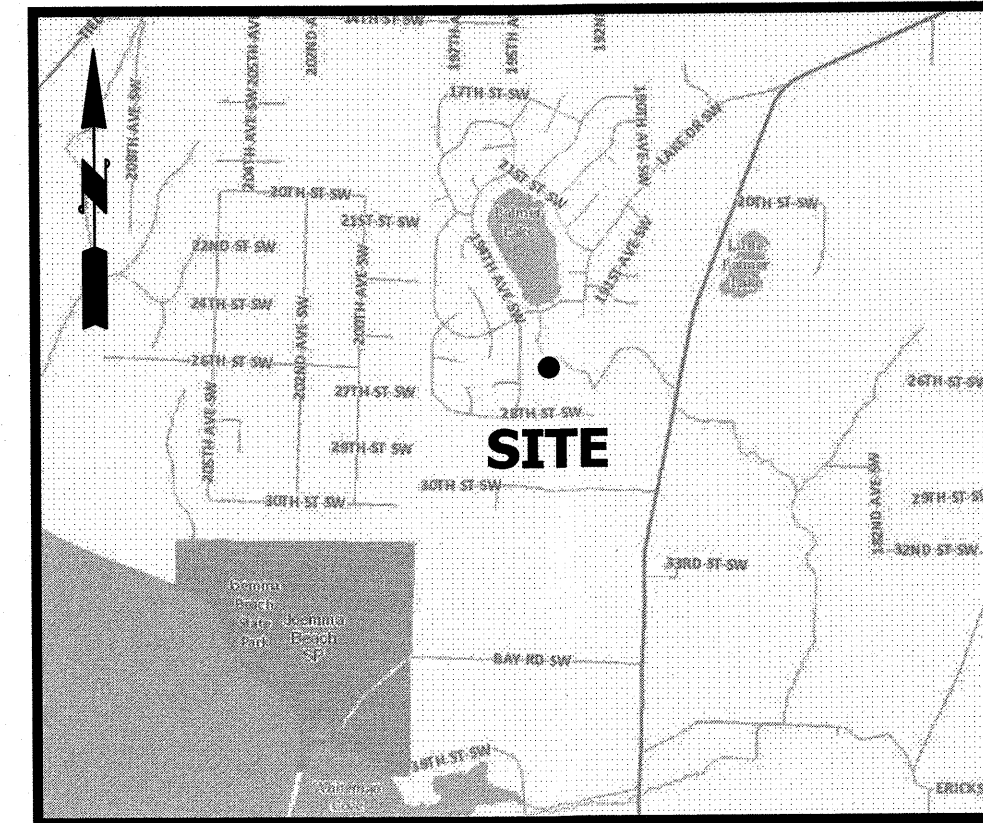
EXISTING UTILITY INFORMATION DEPICTED ON THESE PLANS WAS OBTAINED FROM BEST AVAILABLE SOURCES AT THE TIME OF DESIGN. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE RELOCATION OF EXISTING UNDERGROUND CONFLICTING UTILITIES DEPICTED OR NOT DEPICTED ON THESE PLANS.

FILL MATERIAL SHALL NOT CONTAIN PETROLEUM PRODUCTS, OR SUBSTANCES WHICH ARE HAZARDOUS, DANGEROUS, TOXIC, OR WHICH OTHERWISE VIOLATE ANY STATE, FEDERAL, OR LOCAL LAW ORDINANCE, CODE, REGULATION, RULE, ORDER, OR STANDARD. ONLY EARTH MATERIAL SHALL BE PLACED IN FILLS.

C1	COVER & HORIZONTAL CONTROL & TESC PLAN
C2	TESC NOTES & DETAILS
C3	SITE CROSS SECTIONS & DETAIL
C4	NOTES & DETAILS
C5	NOTES & DETAILS

CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG

 DEVELOPMENT ENGINEER		FILE # 41120
PIERCE COUNTY ORDINANCE NUMBER(S) 2015-48S		DATE 4/1/15
THESE ACTIONS MUST BE COMPLETED PRIOR TO BEGINNING CONSTRUCTION:		
1. CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.	CONTACT DEVELOPMENT ENGINEERING INSPECTOR LARRY KERNOT AT 253-796-7187, TO COORDINATE THE PRECONSTRUCTION MEETING AND COUNTY INSPECTION.	
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN & INSPECTION SCHEDULE.	FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OR DELAY PROJECT APPROVALS. ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.	



NOT TO SCALE

<u>SURVEY</u>		<u>PROPOSED</u>
	CONTOURS	
	RIGHT LINE/RIGHT-OF-WAY	
	RIGHT-OF-WAY CENTERLINE	
	EASEMENT	
	BUILDING SETBACK	
	STORM DRAIN LINE	
	ROOF DRAIN LINE	
	POWER PAINT MARK	
	TELEPHONE PAINT MARK	
	WATER PAINT MARK	
	CONDUIT LINE	
	TYPE 2 CATCHBASIN	
	TYPE 1/TYPE 1L CATCHBASIN	
	STORM DRAIN CLEANOUT (SDCO)	
	HYDRANT	
	WATER VALVE	
	WATER METER	
	FIRE STAND PIPE (FSP)	
	CALCULATED MONUMENT	
	MONUMENT	
	POWER POLE (PP)	
	GUY WIRE (GW)	
	TELEPHONE JUNCTION BOX	
	BOLLARD	
	MAIL BOX (MB)	
	ASPHALT	

ALL EXISTING UTILITIES IN THE CONSTRUCTION AREA SHALL BE IDENTIFIED AND VERIFIED FOR DEPTH AND LOCATION PRIOR TO ANY CONSTRUCTION ACTIVITIES SO TO IDENTIFY ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

PRIOR TO ANY CONSTRUCTION ACTIVITIES, VERIFY EXISTING TOPOGRAPHY IS CONSISTENT WITH WHAT IS SHOWN ON PLANS AND IF THERE ARE ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION ACTIVITIES. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

SHEET TITLE: COVER & HORIZONTAL CONTROL & TESC PLAN PALMER LAKE DRAINAGE BASIN		REVISION	DESCRIPTION	DATE	BY
DESIGNER: KJR ENGINEER: BMA DRAWN: KJR S10 T20 N R1 W WM DATE: 2019-07-17 REVISED: 2020-03-16 PROJECT: 18-154 DWG NAME: 18-154-C					
CLIENT: ROBERT A. PERRY 2009 194TH AVE SW LAKEWAY, WA 98349					
CONTACT: ROBERT A. PERRY PHONE: (714) 345-7745					



CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS
Phone: 253-857-5454 ~ Fax: 253-509-0044 ~ info@contourllc.com
Mailing Address: P.O. Box 949, Gig Harbor, WA 98335
Physical Address: 4706 97th Street NW, Suite 100, Gig Harbor, WA 98332

SHEET	REV.
C1	3

1 OF 5

PIERCE COUNTY, WASHINGTON

2 OF 5 3

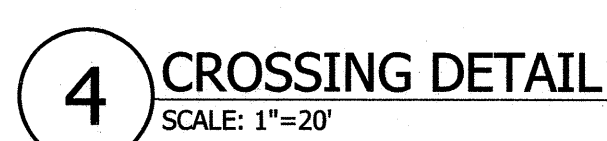


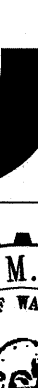
PRIVATE IMPROVEMENTS		912384
<i>Dan Smith</i>		PERMIT #
DEVELOPMENT ENGINEER		4/1/20
		DATE
PIERCE COUNTY ORDINANCE NUMBER(S)		2015-485
THESE ACTIONS MUST BE COMPLETED PRIOR TO BEGINNING CONSTRUCTION:		CONTACT DEVELOPMENT ENGINEERING INSPECTOR LARRY FREMONT AT 253-798-7187, TO COORDINATE THE PRECONSTRUCTION MEETING AND COUNTY INSPECTIONS.
1.	CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.	FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OR DELAY PROJECT APPROVAL.
2.	APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN AND INSPECTION SCHEDULE.	ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.



CONTRACTOR SHALL ENSURE DI OR HDPE PIPE HAS A MINIMUM OF 1.0 FEET OF COVER. PVC CONDUIT SHALL HAVE AT LEAST 3.0 FEET OF COVER IN TRAFFIC BEARING AREAS AND 1.0 FEET IN NON TRAFFIC BEARING AREAS. ADS HP PIPE TO HAVE 2.0 FEET OF COVER IN TRAFFIC BEARING AREAS AND 1.0 FEET OF COVER IN NON TRAFFIC BEARING AREAS.

PARCEL 0020103010 HAS RIGHTS TO A 2" STORMWATER LINE TO SERVE THEIR PROPERTY. A 2" ORFICE WILL BE INSTALLED INSIDE CB#1 FOR THE OVERFLOW LINE WHICH WILL BE SUBMERGED UNDER NORMAL CIRCUMSTANCE TO ALLOW 2" OF RUNOFF TO THE PROPERTY. A VALVE OR SLIDE GATE SHALL BE PLACED ON THE ORFICE IN ORDER TO PREVENT CONSTANT DISCHARGE FROM PALMER LAKE. OWNER OF PARCEL 0020103010 SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND OPERATIONS OF THE 2" ORFICE AND VALVE OR SLIDE GATE.



SHEET TITLE: SITE CROSS SECTIONS & DETAIL					
DESIGNER: KJR ENGINEER: BMA DRAWN: KJR S10 T20 N R1 W WM DATE: 2019-07-17 REVISED: 2020-03-16 PROJECT: 18-154 DWG NAME: 18-154-C		PALMER LAKE DRAINAGE BASIN CLIENT: ROBERT A. PERRY 2009 194TH AVE SW LAKEBAIT, WA 98349 CONTACT: ROBERT A. PERRY PHONE: (714) 345-7745		CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS Phone: 253-857-5454 ~ Fax: 253-309-0044 ~ info@contourpic.com Mailing Address: P.O. Box 949, Gig Harbor, WA 98335 Physical Address: 4706 97th Street NW, Suite 100, Gig Harbor, WA 98332	
SHEET C3 3 OF 5		REV. 		REVISION	DESCRIPTION
				DATE	BY

PALMER LAKE DRAINAGE BASIN
A PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 20 N, RANGE 1 W, W.M.,
PIERCE COUNTY, WASHINGTON

PRIVATE IMPROVEMENTS

912384

PERMIT #

4/1/20

DATE

DEVELOPMENT ENGINEER

PIERCE COUNTY ORDINANCE NUMBER(S)

2015-485

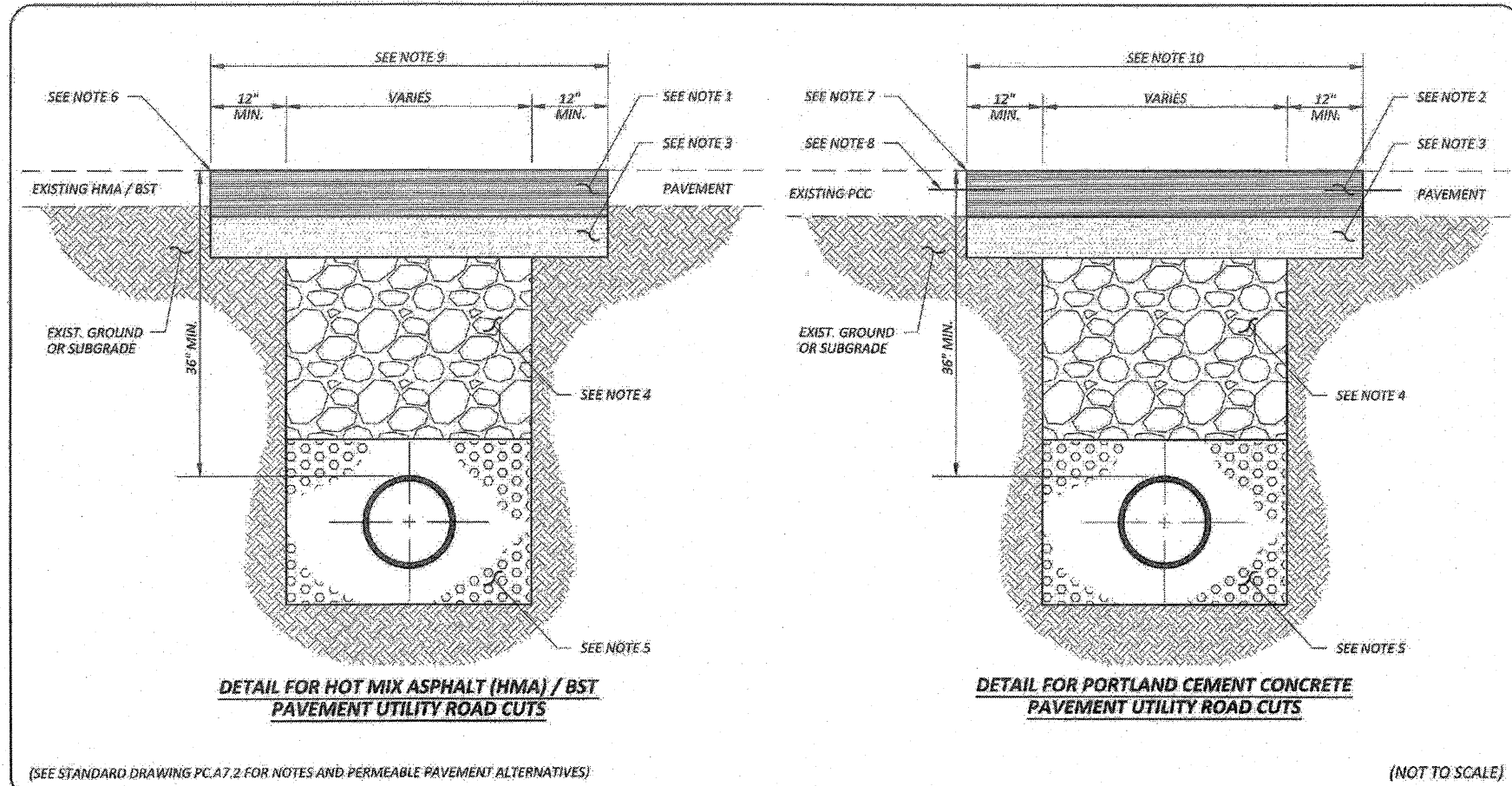
THESE ACTIONS MUST BE COMPLETED PRIOR TO BEGINNING CONSTRUCTION:

- CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.
- APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN & INSPECTION SCHEDULE.

CONTACT DEVELOPMENT ENGINEERING INSPECTOR LARRY FREMONT AT 253-798-7187, TO COORDINATE THE RECONSTRUCTION MEETING AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OR DELAY PROJECT APPROVAL.

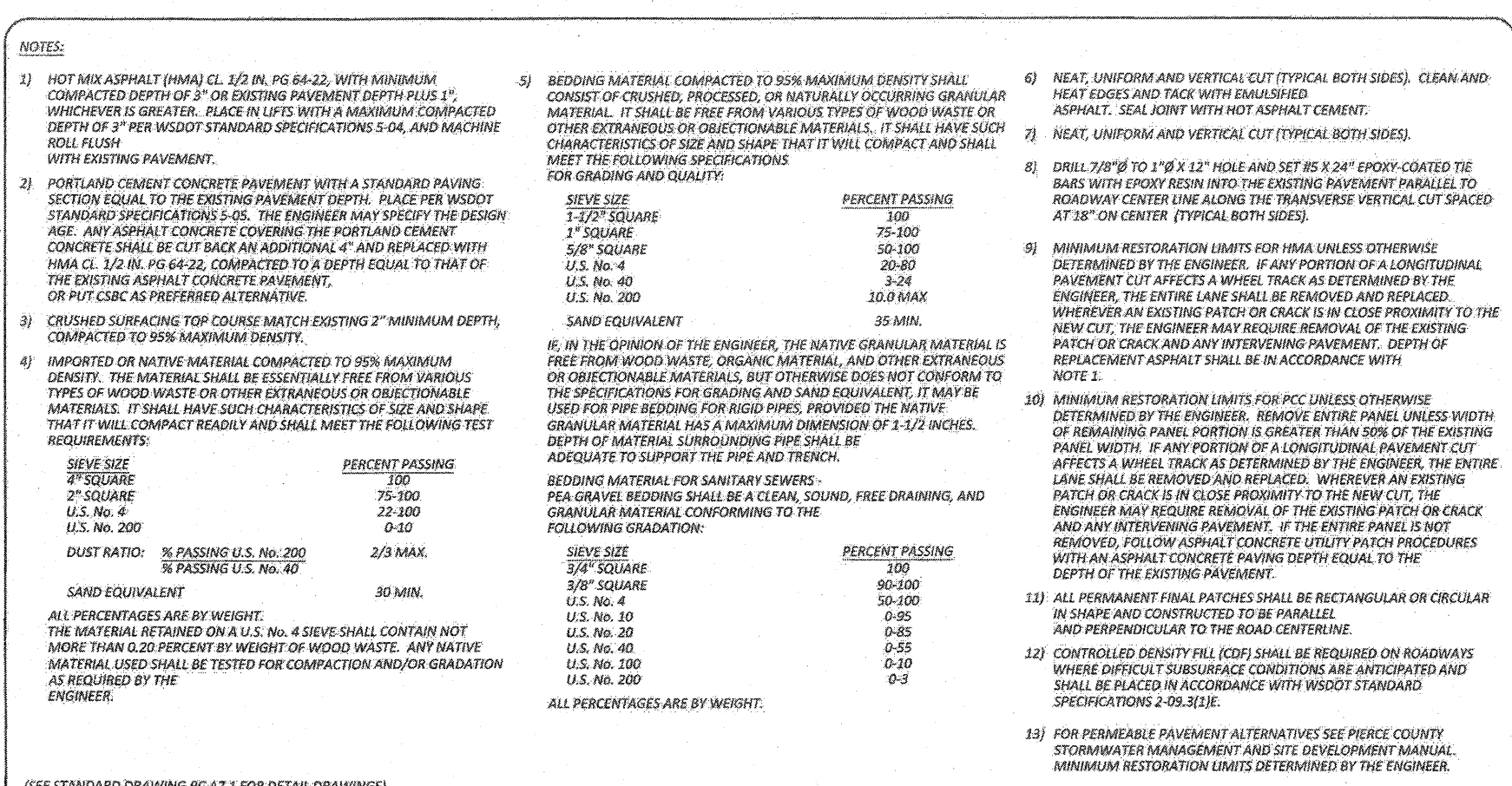
ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.



Pierce County
Public Works
Office of the County Engineer
Tacoma Mall Office Building
4301 South Pine Street, Suite 628
Tacoma, Washington 98409-7207
An APWA Accredited Agency

BRIAN D. STACY, P.E.
COUNTY ENGINEER
Office of the County Engineer
PCAZ.1

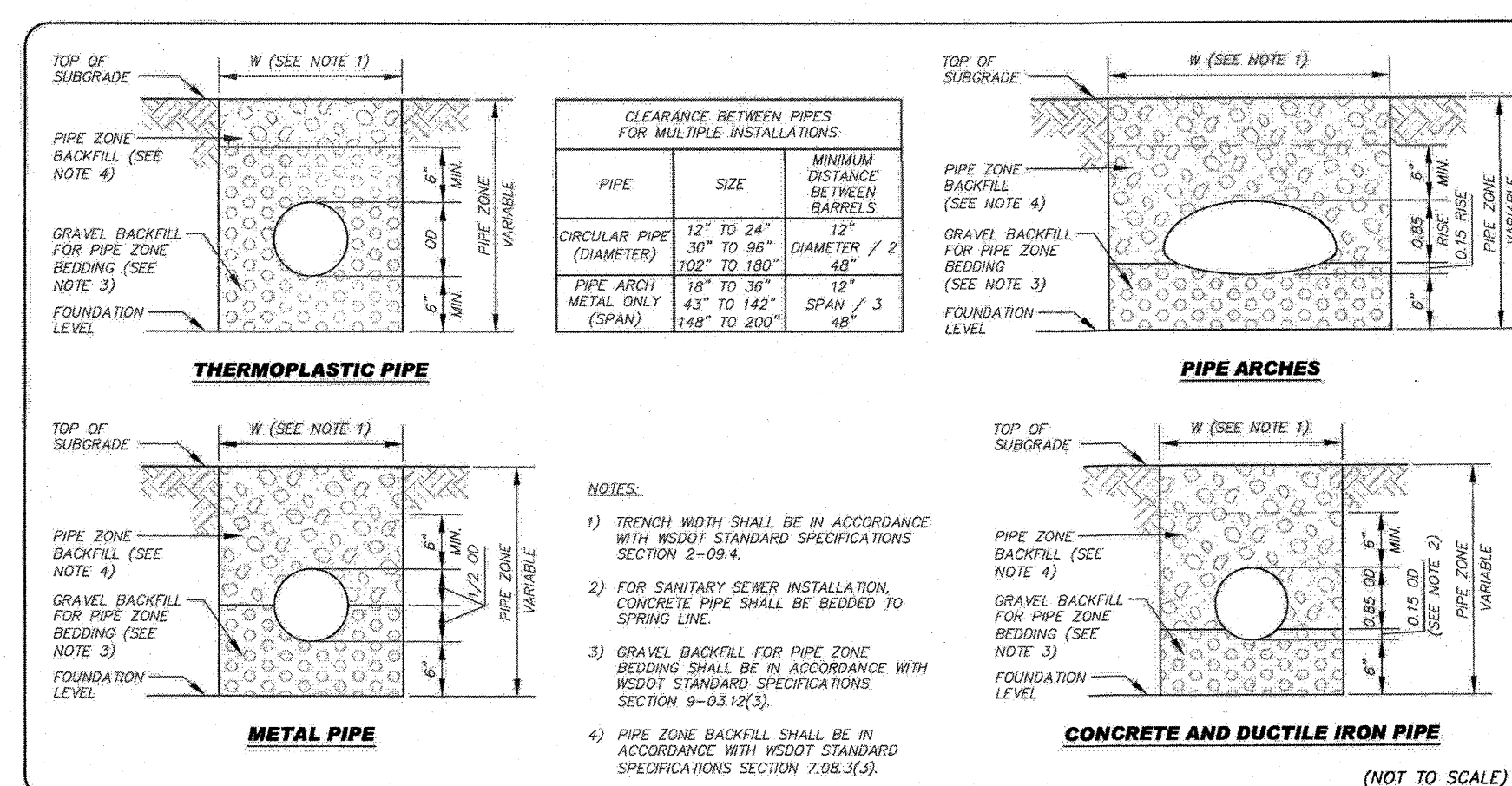
UTILITY PATCH
SHEET 1 OF 2
PCAZ.1



Pierce County
Public Works
Office of the County Engineer
Tacoma Mall Office Building
4301 South Pine Street, Suite 628
Tacoma, Washington 98409-7207
An APWA Accredited Agency

BRIAN D. STACY, P.E.
COUNTY ENGINEER
Office of the County Engineer
PCAZ.2

UTILITY PATCH
SHEET 2 OF 2
PCAZ.2



Pierce County
Public Works and Utilities
Office of the County Engineer
Tacoma Mall Office Building
4301 South Pine Street, Suite 446
Tacoma, WA 98409-7207

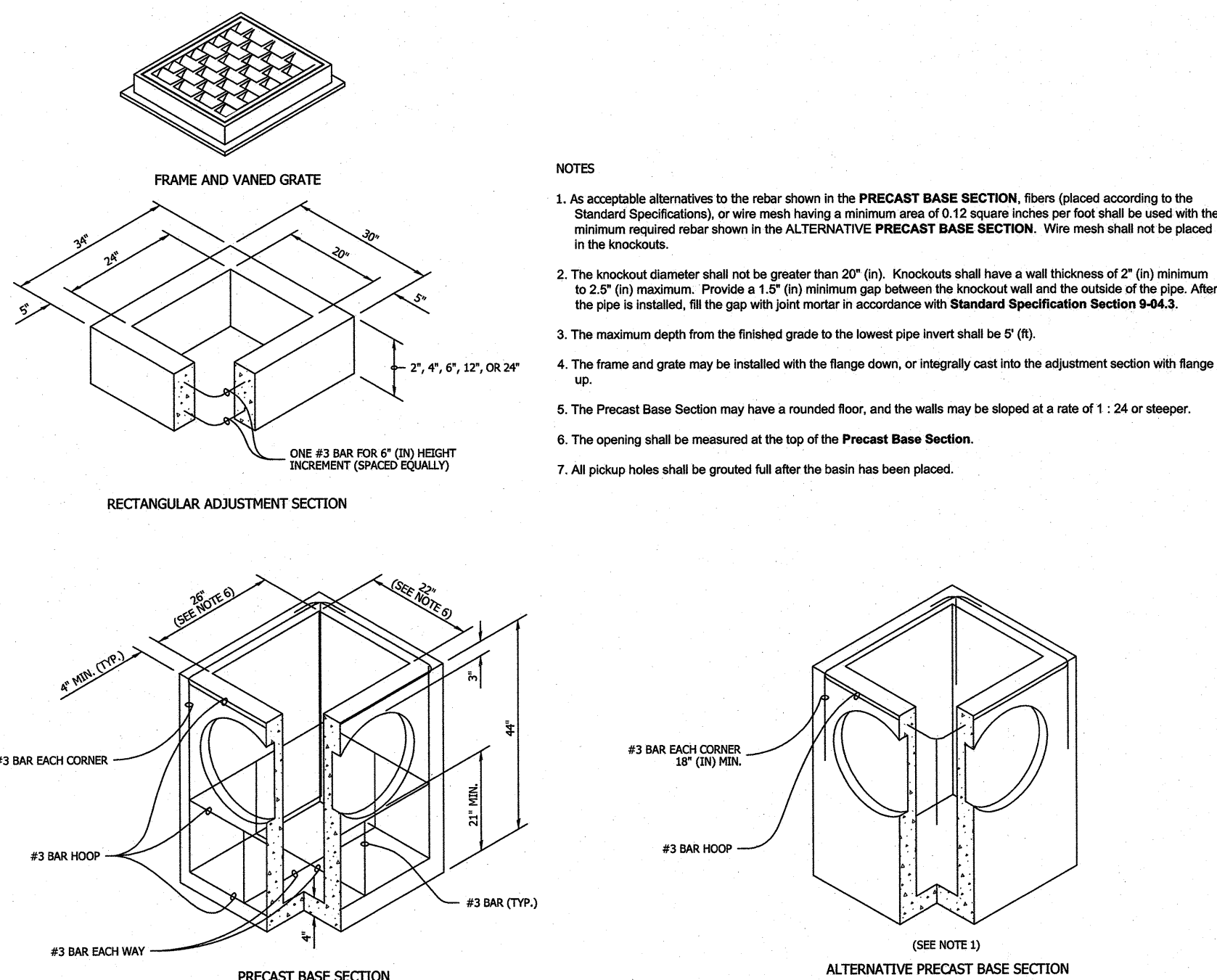
BRIAN D. STACY, P.E.
COUNTY ENGINEER
Office of the County Engineer
PCB.89

PIPE ZONE BEDDING AND BACKFILL
PCB.89

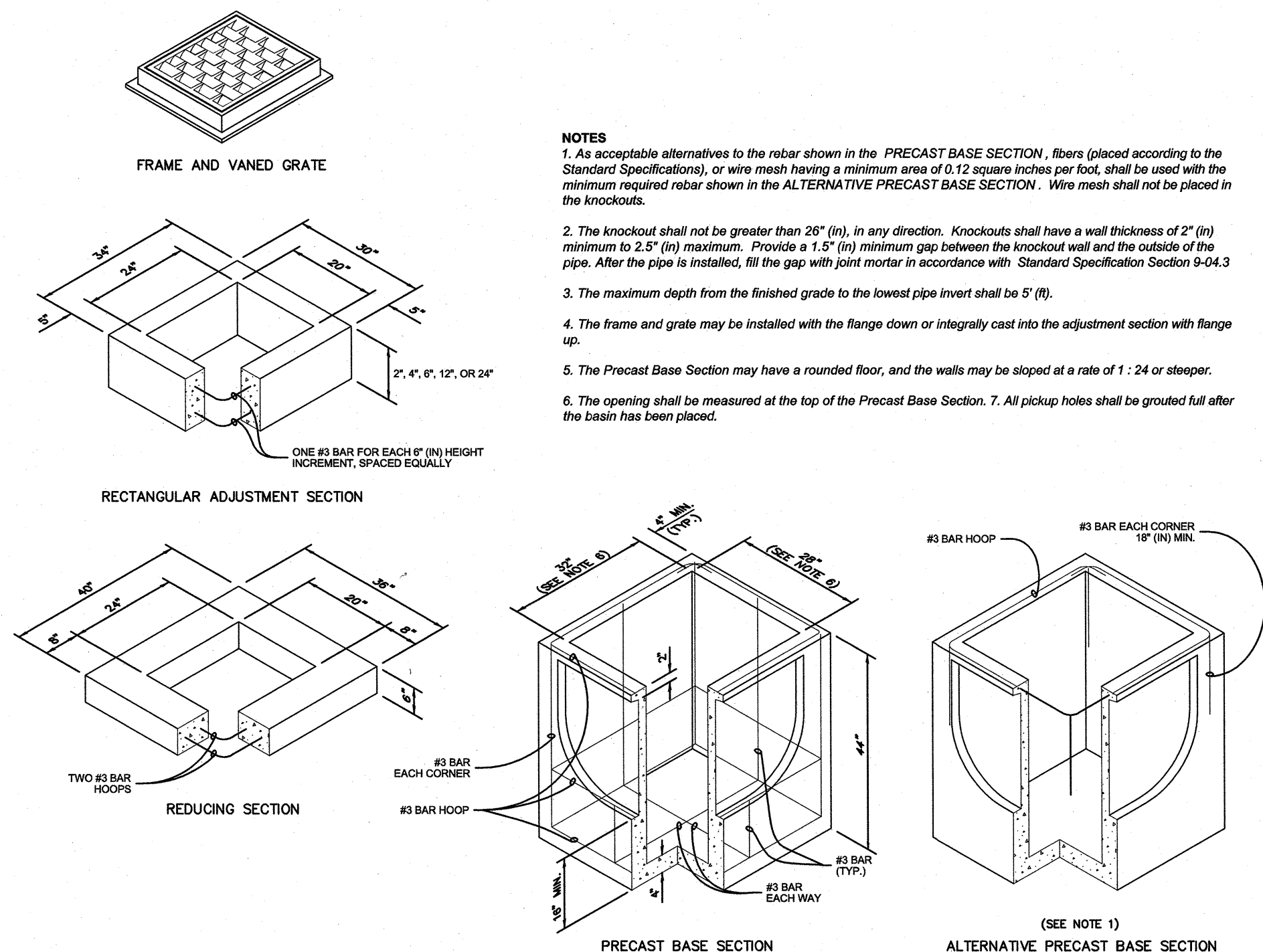
1 UTILITY PATCH 1
NOT TO SCALE

2 UTILITY PATCH 2
NOT TO SCALE

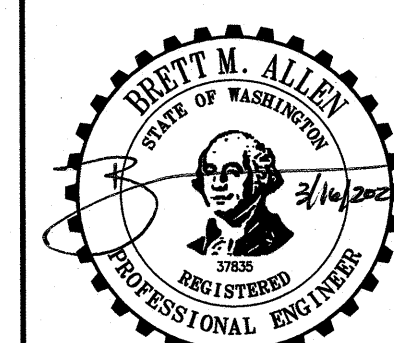
3 PIPE ZONE BEDDING AND BACKFILL
NOT TO SCALE



4 TYPE 1 CATCH BASIN DETAIL
NOT TO SCALE



5 TYPE 1L CATCH BASIN DETAIL
NOT TO SCALE



SHEET TITLE: NOTES & DETAILS
PALMER LAKE DRAINAGE BASIN
DESIGNER: KJR
ENGINEER: BMA
DRAWN: KJR
S10 T20N R1W WM
DATE: 2019-07-17
REVISED: 2020-03-16
PROJECT: 18-154
DWG NAME: 18-154-C

CLIENT: ROBERT A. PERRY
2009 194TH AVE SW
LAKEWAY, WA 98349
CONTACT: ROBERT A. PERRY
PHONE: (714) 345-7745

SHEET C4
4 OF 5

PALMER LAKE DRAINAGE BASIN
A PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 20 N, RANGE 1 W, W.M.,
PIERCE COUNTY, WASHINGTON

PRIVATE IMPROVEMENTS

912384

PERMIT #

4/1/20

DATE

DEVELOPMENT ENGINEER
Dan Smith

PIERCE COUNTY ORDINANCE NUMBER(S)

2015-485

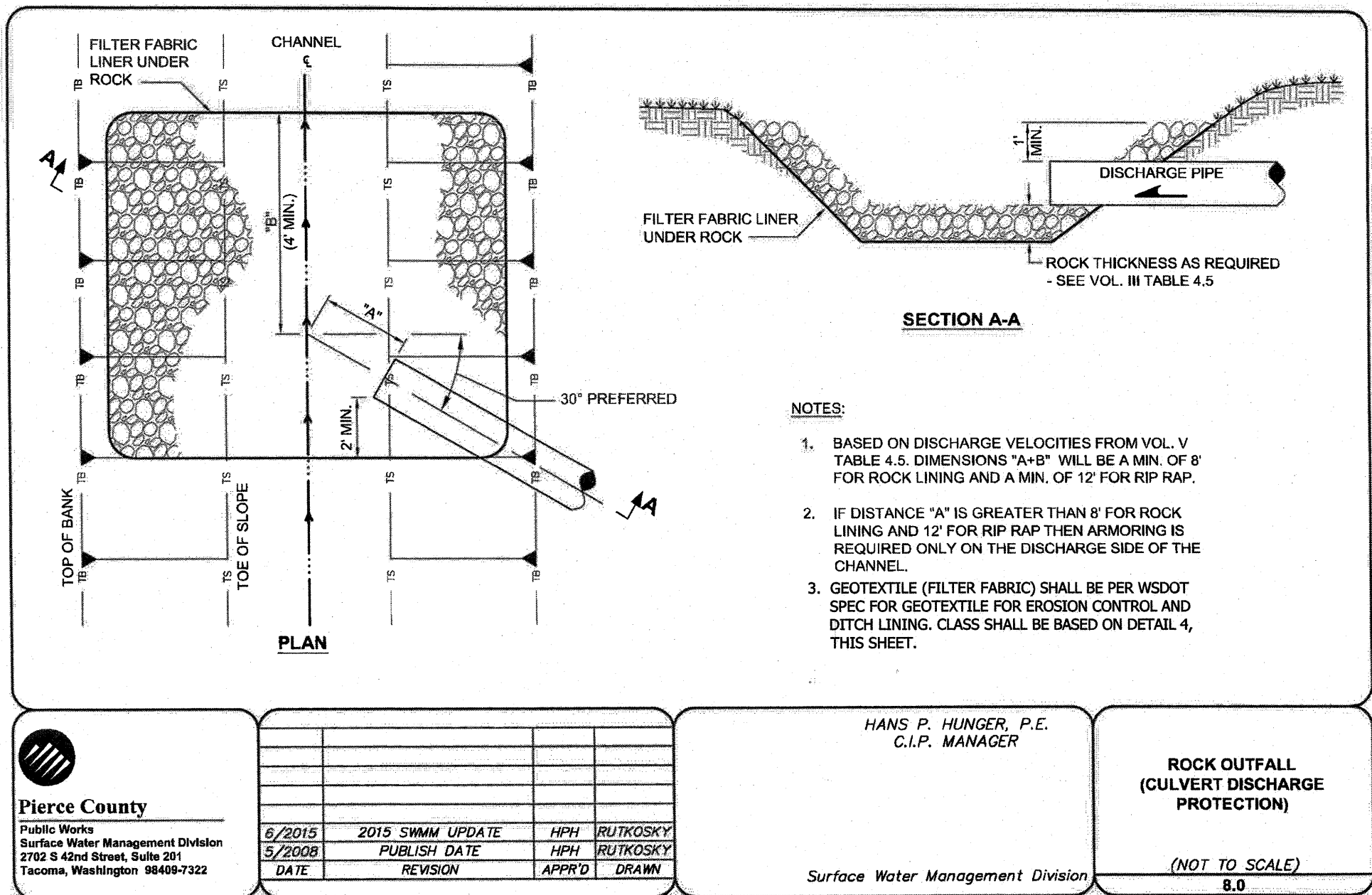
THESE ACTIONS MUST BE COMPLETED PRIOR TO BEGINNING CONSTRUCTION:

1. CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.
2. APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN & INSPECTION SCHEDULE.

CONTACT DEVELOPMENT ENGINEERING INSPECTOR LARRY FRENDT AT 253-798-7187, TO COORDINATE THE PRECONSTRUCTION MEETING AND COUNTY INSPECTIONS.

FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OR DELAY PROJECT APPROVAL.

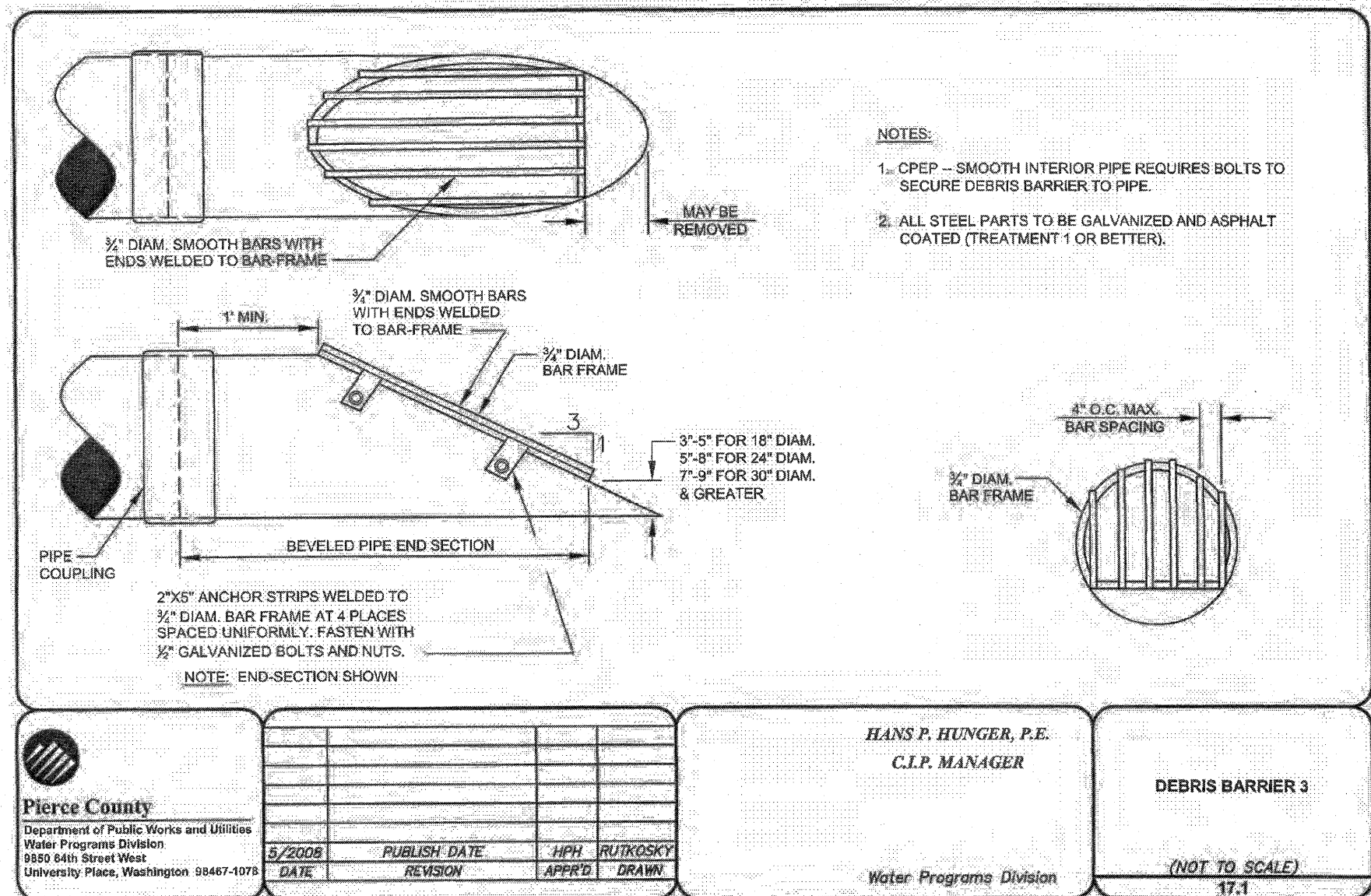
ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.



1 ROCK OUTFALL

NOT TO SCALE

PIERCE COUNTY SWMM - SECTION A, DETAIL 8.0



3 DEBRIS BARRIER DETAIL

NOT TO SCALE

PIERCE COUNTY SWMM - SECTION A, DETAIL 17.1

Table 4.5. Rock Protection at Outfalls.

Discharge Velocity at Design Flow in feet per second (fps)	Required Protection				
	Minimum Dimensions				
	Type	Thickness	Width	Length	Height
0 - 5	Rock lining ⁽¹⁾	1 foot	Diameter + 6 feet	8 feet or 4 x diameter, whichever is greater	Crown + 1 foot
5' - 10	Riprap ⁽²⁾	2 feet	Diameter + 6 feet or 3 x diameter, whichever is greater	12 feet or 4 x diameter, whichever is greater	Crown + 1 foot
10' - 20	Gabion outfall	As required	As required	As required	Crown + 1 foot
20+	Engineered energy dissipater required				

Footnotes:

⁽¹⁾ Rock lining shall be quarry spalls with gradation as follows:

Passing 8-inch square sieve: 100%

Passing 3-inch square sieve: 40 to 60% maximum

Passing 1/2-inch square sieve: 0 to 10% maximum

⁽²⁾ Riprap shall be reasonably well graded with gradation as follows:

Maximum stone size: 24 inches (nominal diameter)

Median stone size: 16 inches

Minimum stone size: 4 inches

Note: Riprap sizing governed by side slopes on outlet channel is assumed to be approximately 3:1.

2 ROCK PROTECTION AT OUTFALLS TABLE

NOT TO SCALE

PIERCE COUNTY SWMM - PAGE 4-17

Percent Passing the #200 Sieve	Geotextile Class
Less than 15%	A
15% to 50%	B
Greater than 50%	C

Selection Criteria for Geotextile Class
Exhibit 630-1

4 FILTER FABRIC CLASS

NOT TO SCALE

WSDOT 630

CONTRON
ENGINEERING • L.L.C.
CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS
Phone: 253-857-5454 ~ Fax: 253-509-0044 ~ info@contronplc.com
Mailing Address: P.O. Box 949, Gig Harbor, WA 98335
Physical Address: 4706 97th Street NW, Suite 100, Gig Harbor, WA 98332



SHEET TITLE: NOTES & DETAILS

PALMER LAKE DRAINAGE BASIN

CLIENT:
ROBERT A. PERRY
2009 194TH AVE SW
LAKEWAY, WA 98349

CONTACT: ROBERT A. PERRY PHONE: (714) 345-7745

DESIGNER: KJR
ENGINEER: BMA
DRAWN: KJR
S10 T20 N R1 W WM
DATE: 2019-07-17
REVISED: 2020-03-16

PROJECT: 18-154
DWG NAME: 18-154-C

SHEET

C5

5 OF 5

REV.

3



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Online Permits

Click to chat live

Application/Permit Information

Appl/Permit:

912384

Site Address:

2404 Lake DR SW

Applicant:

Contour Engineering -
Mellissa Andrews

Address:

PO Box 949
GIG HARBOR, WA
98335

Application Date:

06/10/2019

Project Name:

Palmer Lake Drainage Basin

Work Description:

Construct minor improvements on 24th Street SW for Walther, Scott & Anne

Status:

Final

Expiration Date:

Type:

Off-site Commercial

Tax Parcel:

[0020103010](#)

Area:

Key Peninsula, Islands

Owner:

Walther, Scott & Anne

Address:

PO Box 111
VAUGHN, WA 98394

I Want To...

Department Status

Reviews

Scheduled Insp

Completed Insp

Inspection Holds

Fees

Related Permits

Documents

This page lists the inspections associated with this application/permit.

Inspector	Inspector Phone	Department	Inspection Date	Inspection Type	Inspection Result
Dan Smith	253-798-7185	*ENGINEERING*	08/09/2022	Administrative Final	Approved
All site development requirements have been met. I have verified with Larry Fremont that this administrative final is acceptable.					
Dan Smith	253-798-7185	*ENGINEERING*	08/09/2022	Renew/Extend expiration Date	Approved
Extend to Final					
Larry Fremont	253-905-3628	*ENGINEERING*	08/08/2022	Communication	Approved
Spoke with HOA president and Dan Smith regarding this project. The project should have been finalized in 2021, as maintenance bond and performance monitoring permit were not required. Any fees should be adjusted accordingly. Dan Smith to review.					
Larry Fremont	253-905-3628	*ENGINEERING*	08/08/2022	Check Compliance	Incomplete
Permit currently expired. Need to renew permit. 1. All site work completed, asbuilts and Engineers report submitted and approved 2. Owner never applied for Performance Monitoring permit or submitted maintenance and defect financial guarantee . Referred back to Dan Smith at Dev Engineering					
Scott Murdock	253-798-3756	*ENGINEERING*	05/05/2022	Comment	Remove suspend
Previous insp fee posted during COVID19 relief program window and would have been removed during the policies in effect at that time, but this permit was somehow missed. Fees edited to remove the 2021 Annual Inspection Fee.					
Larry Fremont	253-905-3628	*ENGINEERING*	10/29/2020	Final	Partial Approved
1. All site work completed 2. Submit Engineers report and as-builts to Dev. Engineering for review and approval 3. Need maintenance bond 4. Apply for Performance Monitoring permit Questions, contact Dan Smith at Tech Support					
Larry Fremont	253-905-3628	*ENGINEERING*	08/27/2020	Final	Partial Approved
Storm system in place as per plan. Road crossing repaired with 1/2" HMA and sealed 1. Area around CB 1 needs to be stabilized to prevent dirt from getting into the basin. Ok to use mulch or wood chips. Natural vegetation will overtake this area 2. Stabilize area on the south side of the road. Gravel, seed and straw ok 3. Remove old culvert from County right of way					
Request final when resdy					
Larry Fremont	253-905-3628	*ENGINEERING*	08/25/2020	Comment	Comment
Inspection date changed to Aug 27th					
Larry Fremont	253-905-3628	*ENGINEERING*	07/16/2020	Earthwork Completion	Incomplete
Trenching for storm has commenced, starting at the end of the run, working towards the lake 5/8's minus used for pipe bedding 24th St sawcut for cross pipe in place, will need to use HMA 1/2" for patching.					
Larry Fremont	253-905-3628	*ENGINEERING*	07/13/2020	Earthwork Completion	Incomplete
Materials on site Construction to begin July 14th					
Larry Fremont	253-905-3628	*ENGINEERING*	07/13/2020	Clearing Completion	Approved
Pipe run staked by Surveyors Utility location marked out Limited clearing, only for pipe run					
Larry Fremont	253-905-3628	*ENGINEERING*	07/13/2020	Erosion Control	Approved
Limited areas for erosion control, most of the site is in a pasture area. Silt fence to be used once trench excavation begins near the inlet at the shoreline					
Larry Fremont	253-905-3628	*ENGINEERING*	06/24/2020	Check Compliance	Approved
Site work not started, vegetation in place					
Larry Fremont	253-905-3628	*ENGINEERING*	06/09/2020	Pre Construction Meeting	Approved
Held pre-con on site. Project to construct overflow drain for Palmer Lake HOA. Project to begin in 2 weeks No outstanding questions at this time Easement has been staked					

202003270759 ACLARK1 25 PGS
03/27/2020 02:42:27 PM \$126.50
AUDITOR, Pierce County, WASHINGTON

After Recording Return to:

Elizabeth Thompson, Esq.
Law Office of Elizabeth Thompson, PLLC
P.O. Box 1652
Milton, WA 98354

**RATIFICATION OF EXISTING EASEMENT AGREEMENT AND GRANTING OF NEW
EASEMENT AGREEMENT**

Reference Number of Related Documents: n/a

*Grantors: Scott Walther & Anne Walther, husband and wife; Palmer Lake Beach Club, a
Washington nonprofit corporation*

*Grantees: Scott Walther & Anne Walther, husband and wife; Palmer Lake Beach Club, a
Washington nonprofit corporation*

*Grantees: Title holders to tax parcel numbers 6661202830, 661202850, 6661202860, 6661202870
and 6661202880*

*Abbreviated Legal Descriptions: PTN. SW ¼, SEC 10-20N-R1W, W.M. (tax parcel No. 0020103010)
SECTION 10 TOWNSHIP 20 RANGE 00 QUARTER 24 PALMER
LAKE TRS A THRU F & PALMER LAKE ASSESSED WITH
INDIVIDUAL LOTS AS COMM PROP INT (tax parcel No.
6661002390)*

Complete legal descriptions at pages 8 through 22 of document.

Assessor's Tax Parcel Numbers: 0020103010 & 6661002390

This AGREEMENT made effective this 18 day of MARCH, 2020 by and among
Scott Walther & Anne Walther, husband and wife (referred to herein jointly as the "WALTHERS"); and
Palmer Lake Beach Club, its owners and members (collectively "PLBC" or "Lot Owners");

WHEREAS, the WALTHERS own that parcel of real property located at 2404 Lake Drive SW,
Lakebay, WA 98349, assessor's tax parcel number 0020103010 as described on **Exhibit A** attached
hereto and incorporated herein ("WALTHER PARCEL"); and

WHEREAS, PLBC owns that parcel of real property identified as assessor's tax parcel number 6661002390 and as described on **Exhibit B** attached hereto and incorporated herein ("PALMER LAKE PARCEL")

WHEREAS certain members of PLBC own those parcels of real property identified below and as described on **Exhibit C** attached hereto and incorporated herein ("ADDITIONAL PLBC PARCELS"):

Pierce County Tax Parcel No.	Physical Address
6661202830	19324 24 th Street SW, Lakebay, WA 98349
6661202850	2407 194 th Ave SW, Lakebay WA 98349
6661202860	2409 194 th Ave SW, Lakebay, WA 98349
6661202870	2519 194 th Ave SW, Lakebay, WA 98349
6661202880	2521 194 th Ave SW, Lakebay, WA 98349

WHEREAS, an easement was recorded on January 31, 1930 in Pierce County, Washington, as record No. 979456, which easement granted the owners of the WALTHER PARCEL rights to a 2-inch water line to deliver water from Palmer Lake to the WALTHER PARCEL and which easement burdened land owned by PLBC (a copy of said Easement is attached hereto as **Exhibit D**);

WHEREAS, the parties hereby intend to ratify and modify the existing easement attached as **Exhibit D** with the Easement Agreement set forth in this instrument concerning the flow of water from Palmer Lake;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other and good consideration hereby acknowledged by the parties, the parties agree as follows:

ARTICLE I: MUTUAL GRANT OF EASEMENT BETWEEN THE WALTHERS AND PLBC

1.1 **Grants of Easement.** The WALTHERS and PLBC hereby grant and convey to each other, their successors and assigns, a nonexclusive, perpetual easement over, across, under and upon those portions of real property owned by PLBC and the WALTHERS respectively, as legally described on **Exhibit E** ("Easement Area 1") for the purposes set forth in the Agreement in Article I, Paragraph 1.2.

1.2 **Purpose of Easement.** The mutual nonexclusive easement granted herein to each party herein is for the sole purpose of installing, constructing, operating, maintaining, inspecting, removing, repairing, replacing, and using a lake overflow drainage system ("Lake Overflow Drainage System") together with the nonexclusive right of ingress to and egress from said Easement Area 1 for the foregoing purposes. The Lake Overflow Drainage System shall be comprised of a large drainage system as detailed in Pierce County Permit 912384, which incorporates, among other things, a two-inch water line and related infrastructure to provide water flow from Palmer Lake to the WALTHER PARCEL.

1.3 Maintenance of Easement and Improvements.

(a) Costs of Construction, Maintenance and Repair of the Lake Overflow Drainage System. PLBC shall assume all costs associated with the construction and maintenance of the Lake Overflow Drainage System; however, the WALTHERS shall pay to PLBC the sum of \$1.00 and other valuable consideration as separately agreed to between the parties toward said costs of construction. PLBC shall construct and maintain the Lake Overflow Drainage System in accordance with the building permits issued by Pierce County, State of Washington and the specifications and plans related thereto. PLBC shall remove all construction debris promptly upon completion of construction and shall re-grade the area of the easement on the WALTHER PARCEL to achieve a smooth grade.

(b) Notification Regarding Access. Each party shall notify the other in writing 48 hours in advance of any work on the Lake Overflow Drainage System, including work related to the construction, maintenance or repair of the system. Access by PLBC to the Easement Area will be limited to PLBC board members, PLBC authorized repair, construction and maintenance personnel, and the owners of the ADDITIONAL PARCELS noted in Article I, Section 1.3(c) and their repair, construction and maintenance personnel, in the event that said owners are constructing or planning to construct additions to the Lake Overflow Drainage System. Notice shall not be required in the event of an emergency.

(c) Construction of Additional Infrastructure to Benefit ADDITIONAL PARCELS. The PLBC members who own those parcels identified as tax parcel numbers 6661202830, 661202850, 6661202860, 6661202870 and 6661202880 (the ADDITIONAL PARCELS) may at some future date, at their discretion and solely at their own expense, construct additions to the Lake Overflow Drainage System to allow their parcels to benefit from the System. Any and all future construction and additions to the Lake Overflow Drainage System by owners of those ADDITIONAL PARCELS described in **Exhibit C** shall be paid for exclusively by said owners of the ADDITIONAL PARCELS and not by PLBC or the WALTHERS. Neither PLBC nor the WALTHERS shall object to the future addition of infrastructure to add the ADDITIONAL PARCELS to the Lake Overflow Drainage System. If the owners of those ADDITIONAL PARCELS decide to construct additions to connect to the Lake Overflow Drainage System, they shall sign and record, at their expense, a copy of this Easement Agreement and shall agree to be bound by the promises and obligations contained herein. Said additions shall be constructed in compliance with permits to be issued by Pierce County and to be provided by the owners of the ADDITIONAL PARCELS to PLBC and the WALTHERS prior to any construction. All costs associated with the design, construction, installation, maintenance and repairs of any such additional infrastructure constructed by said owners shall be borne solely by said owners. Said owners shall fully indemnify and hold harmless PLBC and the WALTHERS with regard to costs associated with the design, construction, installation, maintenance and repairs of such additional infrastructure.

(d) Protection of Lake Overflow Drainage System: PLBC and the WALTHERS, their successors and assigns, shall insure that no encroachment is made or activity is conducted which would cause harm to the Lake Overflow Drainage System and its ability to operate unimpeded. No obligation herein restricts the right of PLBC or the WALTHERS to occupy the Easement Area 1 within their respective parcels; provided that such use of the Easement Area 1 does not hinder, disrupt or interfere with the use or proper functioning of the Lake Overflow Drainage System or any of its components.

4. No Implication. Nothing in this Easement Agreement shall be construed to imply any easement rights in favor of the parties other than those expressly granted herein.

5. Indemnification. Each party's use and occupancy of the Easement Area 1 shall be at their sole risk. Each party shall indemnify the other parties from and against any claim by such user, its licensees, guests or invitees, from and with respect to any injury, harm, loss or damage arising out of the use of the Easement Area 1. This indemnification shall extend to and include the reimbursement of all defense costs reasonably incurred, including attorneys' fees, by an indemnitee.

ARTICLE II: GRANT OF EASEMENT FROM PLBC TO WATHERS

2.1 Grant of Easement. In addition to the mutual grant of Easement described in Article I above, PLBC also hereby grants and conveys to the WALTHERS, their successors and assigns, a nonexclusive, perpetual easement over, across, under and upon that portion of real property owned by PLBC as legally described on **Exhibit F** ("Easement Area 2") for the purposes set forth in the Agreement in Article II, Paragraph 2.2.

2.2 Purpose of Easement. The nonexclusive easement granted herein to the WALTHERS is for the sole purpose of allowing the WALTHERS to access the WALTHER PARCEL as long as the WALTHERS do not block, obstruct, eliminate, reduce, or otherwise alter the mutual grant of Easement described in Article I above. The grant of easement over Easement Area 2 by PLBC to the WALTHERS, their successors and assigns, is solely for the purpose of ingress and egress access to the WALTHER PARCEL. The WALTHERS, their successors and assigns, shall make no improvements whatsoever on or in Easement Area 2 without prior written notice to PLBC and written approval by PLBC for said improvements. Any improvements agreed to by PLBC and constructed by the WALTHERS, their successors and assigns, shall also be available for use by PLBC and its members. This grant of easement in no way restricts PLBC's rights and use of Easement Area 2.

2.3 No Implication. Nothing in this Easement Agreement shall be construed to imply any easement rights in favor of the parties other than those expressly granted herein.

2.4 Indemnification. Each party's use and occupancy of the Easement Area 2 shall be at their sole risk. Each party shall indemnify the other parties from and against any claim by such user, its licensees, guests or invitees, from and with respect to any injury, harm, loss or damage arising out of the use of the Easement Area 2. This indemnification shall extend to and include the reimbursement of all defense costs reasonably incurred, including attorneys' fees, by an indemnitee.

ARTICLE III: GENERAL TERMS AND CONDITIONS

3.1 Integration and Amendment. This agreement represents the entire agreement of the parties and may not be amended or changed except by a written document signed by all parties and recorded.

3.2 Jurisdiction and Venue. This agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington and except as arbitration is otherwise provided, any disputes hereunder shall be resolved in the Superior Court of the State of Washington, with venue in Pierce County, Washington.

3.3 Further Cooperation. Each party undertakes to execute such additional or other documents as may reasonably be required fully to implement the intent of this agreement, but this covenant shall not be deemed to change, decrease or increase the rights or duties of either party.

3.4 Notices. Any written notice or other document required by this Agreement may be delivered personally, by recognized overnight courier or by mail. If delivered by overnight courier, such notice will be deemed to have been delivered and received on the second business day after a copy thereof has been deposited with the overnight courier. If delivered by mail, such notice will be deemed to have been delivered and received three (3) business days after a copy thereof has been deposited in the United States, first class mail, postage prepaid, properly addressed to the applicable party at the address noted on the Pierce County Assessor's office relating to property taxes (or at such other address as such party may designate in writing and recorded of record).

3.5 Covenants Running With the Land. The Easements and covenants set forth in this Agreement will be covenants and Easements running with the land and will be binding upon the present and future owners of all of the parcels described in this Agreement and their respective successors and assigns.

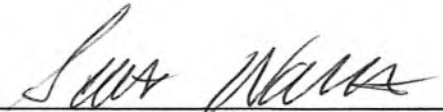
3.6 No Third Party Rights: Nothing in this Easement Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties and their respective guests, invitees and agents.

3.7 Counterparts This Easement Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement the day and year first written above.

—signatures follow—

--Signatures--



Name: Scott Walther
Parcel No.: 0020103010
Site Address: 2404 Lake Drive SW, Lakebay, WA
98349



Name: Anne Walther
Parcel No.: 0020103010
Site Address: 2404 Lake Drive SW, Lakebay, WA
98349

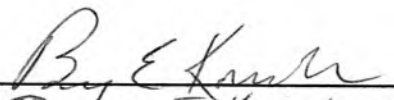
STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 4th day of March, 2020, before me, a Notary Public in and for the State of Washington, personally appeared **Scott Walther**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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



Notary Seal



Becky E. Knudson (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Lakebay
My Commission Expires: 8-19-22

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 4th day of March, 2020, before me, a Notary Public in and for the State of Washington, personally appeared **Anne Walther**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

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



Notary Seal

Becky E Knudson (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Lakebay
My Commission Expires: 8-19-22

PALMER LAKE BEACH CLUB

By [Signature]
Name: ROBERT A. PERRY
Title: PRESIDENT
Parcel No.: 6661002390
Site Address: Lakebay, Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

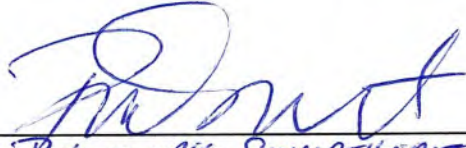
On this 18 day of MARCH, 2020, before me, a Notary Public in and for the State of Washington, personally appeared ROBERT A. PERRY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the PRESIDENT of

PALMER LAKE BEACH CLUB to be the free and voluntary act and deed of said entity for the uses and purposes mentioned in the instrument.

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



Notary Seal



Rose Marie Smurthwaite (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Beverly County
My Commission Expires: 11-9-2022

**EXHIBIT A
(WALTHERS PARCEL LEGAL DESCRIPTION)**

THE NORTH 656.1 FEET OF THE WEST 417.4 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 1 WEST, W.M., IN PIERCE COUNTY, WASHINGTON EXCEPT ANY PORTION THEREOF, IF ANY, WITHIN WHITEMAN'S COVE-JOE'S BAY COUNTY ROAD.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, LYING WEST OF WHITEMAN'S COVE-JOE'S BAY COUNTY ROAD, IN PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

ALSO TOGETHER WITH THAT CERTAIN 1961 RUSH MOBILE HOME, 50/10, VIN NO. 50168490, SITUATED THEREON.

Exhibit "B"
Exceptions

1. Easement and Right of Way to lay, re-lay, connect and repair a line of pipe not exceeding 2 inches internal diameter over the Northwest Quarter of the Southwest Quarter of Section 10, Township 20 North, Range 1 West of the W.M., conveyed by instrument:

Recording Date: January 31, 1930
Recording No.: 979456

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: ingress and egress, and for installation, maintenance and repair of

Equipment and facilities for utilities

Recording Date: June 13, 1967
Recording No.: 2193284

3. Any rights, interest, or claims which may exist or arise by reason of the following matters as disclosed by Survey;

Recorded: July 5, 2007
Recording No. 200707055008
Matters Shown: Fence Lines do not conform to property lines

EXHIBIT B
(PALMER LAKE PARCEL LEGAL DESCRIPTION)

SECTION 10 TOWNSHIP 20 RANGE 00 QUARTER 24 PALMER LAKE TRS A THRU F &
PALMER LAKE ASSESSED WITH INDIVIDUAL LOTS AS COMM PROP INT

EXHIBIT C
(ADDITIONAL PLBC PARCELS LEGAL DESCRIPTION)

Parcel No. 6661202830

LOT 1, BLOCK 7, PALMER LAKE DIVISION NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 46 OF PLATS AT PAGES 16 TO 19, INCLUSIVE, RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Subject to:

Exhibit A – Exceptions

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Plat of Palmer Lake Division No. 2:

Recording No.: 2526160

2. Matters contained in that certain document

Entitled: Agreement and the Terms and Conditions

Executed by: Roland & Roland, Inc., a Washington Corporation and Palmer Lake Beach Club, a Washington Non-Profit

Recording Date: June 19, 1986

Recording No.: 8606190198

Which provides for among other things: Water Rights and taking Additional Water for Regulation of the Water Level in Palmer Lake

Reference is hereby made to said documents for full particulars.

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law as set forth in the document

Recording Date: August 5, 1971

Recording No.: 2404596

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 12, 1982
Recording No.: 8201120066

4. Provisions contained in the articles of incorporation and bylaws of Palmer Lake Beach Club, including any liability to assessment lien.

In this Connection We note:

Palmer Lake Beach Club by Laws recorded August 21, 1995 recorded under Recording number 9508210577 and amended under Recording Number 9711070351.

5. Provisions contained in the articles of incorporation and bylaws of Palmer Lake Beach Club, Inc., including any liability to assessment lien set forth in Land Contract recorded under Recording Number 2630449 and in Deed recorded under Recording Number 2926314.
6. Palmer Lake Beach Club By-Laws and Covenants, and the terms and conditions thereof:

Recording Date: November 6, 2006
Recording No.: 200611060280

7. Rights of the public to make necessary slopes for cuts or fills upon the Land in the reasonable original grading of streets, avenues, alleys and roads, as disclosed in the Plat.

Parcel No. 6661202850

Lot 3, Block 7, Palmer Lake Division No. 2, according to the plat thereof recorded in Volume 46 of Plats, pages 16 through 19, inclusive, records of Pierce County, Washington;

Situate in the County of Pierce, State of Washington.

Subject to:

1. Easement and the terms and conditions thereof:
Grantee: Peninsula Light Company, Inc.
Purpose: System of electric power and telephone lines
Area affected: a portion of said premises
Recording No.: 2398201
2. Covenants, conditions, restrictions and easements but omitting restrictions, if any, based upon race, color, creed or national origin, imposed by instrument recorded on August 5, 1971, under Recording No. 2404596, including, but not limited to, liability for assessments levied by the community association.

And amendments thereto:
Recording No(s).: 8201120066

3. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the recorded plat of Palmer Lake Division No. 2.
4. Palmer Lake Architectural Control Committee Notice to Transfer and Assignment of Functions and the terms and conditions thereof:
Recorded: January 22, 1980
Recording No.: 2971110
5. Agreement and the terms and conditions thereof:
Recorded: June 19, 1986
Recording No.: 8606190198
Regarding: Water rights infringement
6. Terms, covenants, conditions provisions contained in an easement serving said premises, as contained in instrument:
Recorded: July 12, 1996
Recording No. 9604190184

Said instrument is a re-record of instrument recorded September 12, 1995, under Recording No. 9507120358.
7. Bylaws of Palmer Lake Beach Club and the terms and conditions thereof:
Recorded: August 21, 1995
Recording No.: 9508210577

And amendments thereto:
Recording No.(s).: 9711070351 and 200611060280

Parcel No. 6661202860

LOT 4, BLOCK 7, PALMER LAKE DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 46 OF PLATS, PAGES 16 THROUGH 19, INCLUSIVE, RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Subject to:

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Peninsula Light Company, Inc., and Sound Telephone Company
Purpose: Electric power and telephone lines, poles, anchor guys and appurtenances
Recording Date: June 25, 1971
Recording No.: 2398201

Affects: A portion of said premises

2. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: August 5, 1971

Recording No.: 2404596

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Palmer Lake Division No. 2:

Recording No. 2526160

4. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: January 12, 1982

Recording No.: 8201120066

5. Agreement Not to Infringe Water Rights and the terms and conditions thereof:

Recording Date: June 19, 1986

Recording No.: 8606190198

6. Declaration of Easement Emergency Vehicles Only and the terms and conditions thereof:

Recording Date: July 12, 1995

Recording No.: 9507120358

Said document re-recorded under Recording No. 9604190184.

7. Palmer Lake Beach Club Bylaws and the terms and conditions thereof:

Recording Date: August 21, 1995

Recording No.: 9508210577

Amendment of Bylaws Palmer Lake Beach Club recorded under Recording No. 9711070351.

8. Critical Area and Natural Resource Land Title Notification and the terms and conditions thereof:

Recording Date: March 19, 2004
Recording No.: 200403191174

9. Palmer Lake Beach Club By-Laws and Covenants and the terms and conditions thereof:

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Survey:

Recording No. 201901145001

11. City, county or local improvement district assessments, if any.

Parcel No. 6661202870

Lot 5, Block 7, Palmer Lake Division No. 2, according to Plat recorded in Book 46 of Plats, at Pages 16 through 19, inclusive, in Pierce County, Washington.

Subject to: Restrictions, Easements, Covenants and Condition for Palmer Lake imposed by instrument recorded August 5, 1971 under Auditor's File No. 2404596 by instrument recorded January 12, 1982 under Auditor's No. 8201120066, restriction contained in instrument recorded August 5, 1971 under Auditor's No. 2404596, provision of the Articles of Incorporation and By-Laws of the Palmer Lake Beach Club recorded August 21, 1995 under recording no. 9508210577 and as amended under recording no. 9711070351, any and all offers of dedication, conditions, restrictions, easements, fence line/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.

Parcel No. 6661202880

Lot 6, Block 7, Palmer Lake Division No. 2, according to the Plat recorded in Book 46 of Plats, Pages 16 to 19, inclusive, in Pierce County, Washington.

Subject to:

1. Covenants, conditions and restrictions but omitting restrictions, if any, based upon race, color, creed or national origin, imposed by instrument recorded under Recording No. 2404596, including but not limited to rights or benefits which may be disclosed affecting land outside the boundary described in legal description.

And amendments thereto:

Recording No(s): 8201120066

2. Agreement and the terms and conditions thereof:

Recorded: June 19, 1986

Recording No.: 8606190198

Regarding: Water Rights

3. By-laws of Palmer Lake Beach Club recorded on August 21, 1995, under Recording No. 9508210577

And amendments thereto:

Recording No(s): 9711070351

4. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the recorded plat of Palmer Lake Division No. 2.

Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary described in legal description.

5. Notification and the terms and conditions thereof:

Recorded: December 29, 2000

Recording No.: 200012290656

Regarding: Aquifer Recharge Area

6. Notification and the terms and conditions thereof:

Recorded: March 19, 2004

Recording No.: 20040319174

Regarding: Aquifer Recharge Area

7. By-Laws and Covenants and the terms and conditions thereof:

Recorded: June 11, 2006

Recording No.: 200606110280

Regarding: Palmer Lake Beach Club

EXHIBIT D
(EASEMENT RECORDED AT NO. 979456)

see following pages

DEED RECORD—No. 517

447

PIERCE COUNTY, WASHINGTON

STATE OF WASHINGTON,)
County of Pierce) ss.

I, W. E. GWYNN a Notary Public in and for the said State, do hereby certify that on this 7th day of November, 1929, personally appeared before me Clarence Robert Smith and Violet Smith, husband and wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" W. E. GWYNN NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES APR. 6, 1931 "

W. E. GWYNN
W. E. Gwynn

Notary Public in and for the State of Washington,
residing at Tacoma in said County.

Filed and recorded at request of W. E. Gwynn Jan. 31, 1930 at 2:55 P. M.

By *F. Campbell, Jr.*

Deputy

F. Campbell, Jr., Auditor Pierce Co. Wn.

-S. C.-

979449

THIS INDENTURE WITNESSETH, That Franklin Pierce Smith and Madalyn Smith, husband and wife in his own separate right and title, having received this property from the estate of his father, John Smith, by devise party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration Dollars, lawful money of the United States of America, to him in hand paid by Clarence Robert Smith party of the second part, does by these presents remise, release, convey and quit claim unto said party of the second part his heirs and assigns, all interest of the said party of the first part in and to the following described real property, situated in Pierce County, State of Washington, to-wit:

Beginning at a stone monument set at the N. W. corner of the experimental station land, 2324-16/100 feet north of the S. W. corner of the J. W. McCarty D. C. in sec. 13-14-23-24, twp. 20 N. range 4 E. and run thence N. along the W. line of the said J. W. McCarty D. C. 242-3/10 feet; thence south 89 deg. 12' east 681-7/10 feet to the center of the Sumner-Edgewood County road; thence along the center of the county road south 13 deg. 47' East 143-3/10 feet; thence South 29 deg. 47' East 120-4/10 feet to the north line of the Experimental station grounds; thence N. 89 deg. 12' West 775 feet to place of beginning, containing 4 acres more or less. Beginning at the SE corner of the above described tract run thence N. along the E. line of said above described tract 171-3/20 feet for the true point of beginning thence W. 681-7/10 feet to the W. line of the above described tract; thence N. along the W. line of the above described tract 71-3/20 feet to the N. line of said tract; thence E. along the N. line of said tract 681-7/10 feet; thence S. 71-3/20 feet along the E. line to the point of beginning.

TO HAVE AND TO HOLD, The said premises, with all the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the 20th day of November, 1929.

Signed, Sealed and Delivered in the
Presence of

Franklin Pierce Smith (Seal)
W. E. Gwynn (Seal)
Madalyn Smith

STATE OF WASHINGTON,)
County of Pierce) ss.

I, W. E. Gwynn a Notary Public in and for the said State, do hereby certify that on this 20th day of November, 1929, personally appeared before me Franklin Pierce Smith and Madalyn Smith, husband and wife to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" W. E. GWYNN NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES APR. 6, 1931 "

W. E. GWYNN
W. E. Gwynn
Notary Public in and for the State of Washington,
residing at Tacoma in said County.

Filed and recorded at request of W. E. Gwynn Jan. 31, 1930 at 2:55 P. M.

By *F. Campbell, Jr.*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979456

THIS INDENTURE, Made the 21 day of March, 1929, between J. E. VEACH and MARY E. VEACH, husband and wife, first parties and JOHN A. DAVIS and MAMIE DAVIS, husband and wife, second parties.

WITNESSETH, That whereas said first parties are the owners of the following described tract or parcel of land situate, lying and being in the County of Pierce, State of Washington, to-wit:

The Northeast quarter of the Southwest quarter of Section Ten (10), Township Twenty (20) North, Range One (1) West of the Willamette Meridian,

and said second parties are the owners of

The West half and the Northeast quarter of the northeast quarter of said Section Ten (10),

And whereas said second parties are desirous of obtaining a permanent supply of water for their said lands from a certain Lake situated in the South half of the Northwest quarter of said Section Ten (10);

NOW THEREFORE, In consideration of the sum of One (\$1.00) Dollar in hand paid by said second parties to said first parties, the receipt whereof is hereby acknowledged, said first parties for themselves, their heirs and assigns do hereby grant to said second parties, their heirs and assigns for the purpose of conveying water from said Lake to the said lands of said second parties, the right, privilege, easement and right of way to lay, re-lay, connect and repair a line of pipe not exceeding two (2) inches internal diameter over the said lands of said first parties, by the most feasible route for the use stated, said right of way to be of sufficient width to allow and accommodate the laying and installing of said pipe and the re-laying, connecting and repair thereof; said right, privilege, easement and right of way to run with and be appurtenant to said lands of said second parties, and so far as requisite for the purposes mentioned, to run with

and be appurtenant to any and all subdivisions of said lands of said second parties that may be from time to time created by conveyances thereof.

IN WITNESS WHEREOF, Said first parties have hereunto subscribed their names and affixed their seals this day of March, 1929.

J. E. Veach
Mary E. Veach

(SEAL)
(SEAL)

STATE OF WASHINGTON, COUNTY OF PIERCE: SS

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 21st day of March, 1929, personally appeared before me, J. E. Veach and Mary E. Veach, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

" CATHERINE M. JENNINGS NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES JAN. 20, 1933 "

Catherine M. Jennings
Notary Public in and for the
State of Washington, residing
at Tacoma, in said County.

Filed and recorded at request of John A. Davis Jan. 31, 1930 at 3:10 P. M.

By *F. Campbell, Jr.*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979459

THIS INDENTURE WITNESSETH, That F. F. Beckman and Gladys I. Beckman, husband and wife now and at all times since acquiring an interest in the property here-in-after described, parties of the first part, for and in consideration of the sum of Ten Dollars, in lawful money of the United States of America, to them in hand paid by Louis Lamken and Elizabeth Lamken, husband and wife, parties of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell and Convey unto the said parties of the second part, and to their heirs and assigns, the following described real property, situate, lying and being in the County of Pierce, State of Washington, to-wit:

Lots Three (3) and Four (4) in Block Nine (9), as the same are designated upon a certain plat entitled, "March McCandless Addition to Tacoma, Washington", which plat was filed for record in the office of the Auditor of said County, January 15, 1907.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said parties of the second part and to their heirs and assigns forever; and the said F. F. Beckman and Gladys I. Beckman, husband and wife, parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the said parties of the second part, their heirs and assigns, that they are the owners in fee simple of said premises, and that they are free from all incumbrances excepting a certain mortgage payable to The Mortgage-Bond Company of New York, now of record on said property which mortgage the parties of the second part hereby assume and agree to pay, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever, excepting as to the aforesaid mortgage.

WITNESS, our hands and seals this 19th day of January A. D., One Thousand Nine Hundred and Thirty.

Signed, Sealed and Delivered
in Presence of

F. F. Beckman (Seal)
Gladys I. Beckman (Seal)
(Seal)
(Seal)

STATE OF WASHINGTON,)
County of Pierce) ss.

I, the undersigned a Notary Public in and for the said State, do hereby certify that on this 19th day of January, 1930, personally appeared before me F. F. Beckman and Gladys I. Beckman husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

" A. G. FORD NOTARY PUBLIC "
" STATE OF WASHINGTON "
" COMMISSION EXPIRES MAY 22, 1931 "

A. G. Ford
Notary Public in and for the State of
Washington, residing at Tacoma in said County.

Filed and recorded at request of Louis Lamken Jan. 31, 1930 at 3:32 P. M.

By *F. Campbell, Jr.*

F. Campbell, Jr., Auditor Pierce Co. Wn.

Deputy

-S. C.-

979460

THIS INDENTURE WITNESSETH, That JEFFERSON DECK and REBECCA DECK, husband and wife now and at all times since acquiring the within described property parties of the first part, for and in consideration of the sum of Ten and no/100 Dollars, in lawful money of the United States of America, to them in hand paid by OLIVE H. ROBINSON party of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell and Convey unto the said party of the second part, and to her heirs and assigns, the following described real property, situate, lying and being in the County of Pierce, State of Washington, to-wit:

The East Half of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section Four (4), Township Nineteen (19) North of Range Four (4) East of the Willamette Meridian.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said party of the second part and to her heirs and assigns forever; and the said parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the said party of the second part her heirs and assigns, that they are the owners in fee simple of said premises, and that they are free from all incumbrances except the terms and conditions of that certain mortgage to the Federal Land Bank of Spokane, Washington, for the principal sum of \$900.00 upon which there remains unpaid the sum of approximately \$650.00, which mortgage, together with the interest thereon, second party assumes and agrees to pay, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever.

EXHIBIT E
(EASEMENT AREA 1 – LEGAL DESCRIPTION)

See following pages

STORM DRAINAGE EASEMENT

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 656.1 FEET OF THE WEST 417.4 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 1 WEST, W.M., IN PIERCE COUNTY, WASHINGTON. EXCEPT ANY PORTION THEREOF, IF ANY, WITHIN WHITEMAN'S COVE JOE'S BAY COUNTY ROAD.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 20.00 FEET IN WIDTH LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 87°57'32" EAST ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 33.96 FEET TO THE **TRUE POINT OF BEGINNING**;

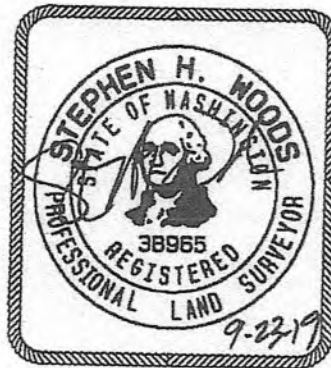
THENCE SOUTH 11°57'56" EAST, A DISTANCE OF 10.53 FEET;

THENCE SOUTH 41°20'16" WEST, A DISTANCE OF 41.87 FEET TO A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 02°03'08" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 367.45 FEET;

THENCE SOUTH 87°59'12" EAST, A DISTANCE OF 314.52 FEET TO THE TERMINUS OF SAID CENTERLINE.

ALL SIDELINES SHALL BE EXTENDED AND/OR TRUNCATED TO INTERSECT AT BOUNDARY LINES AND INTERSECTIONS.

ALL SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

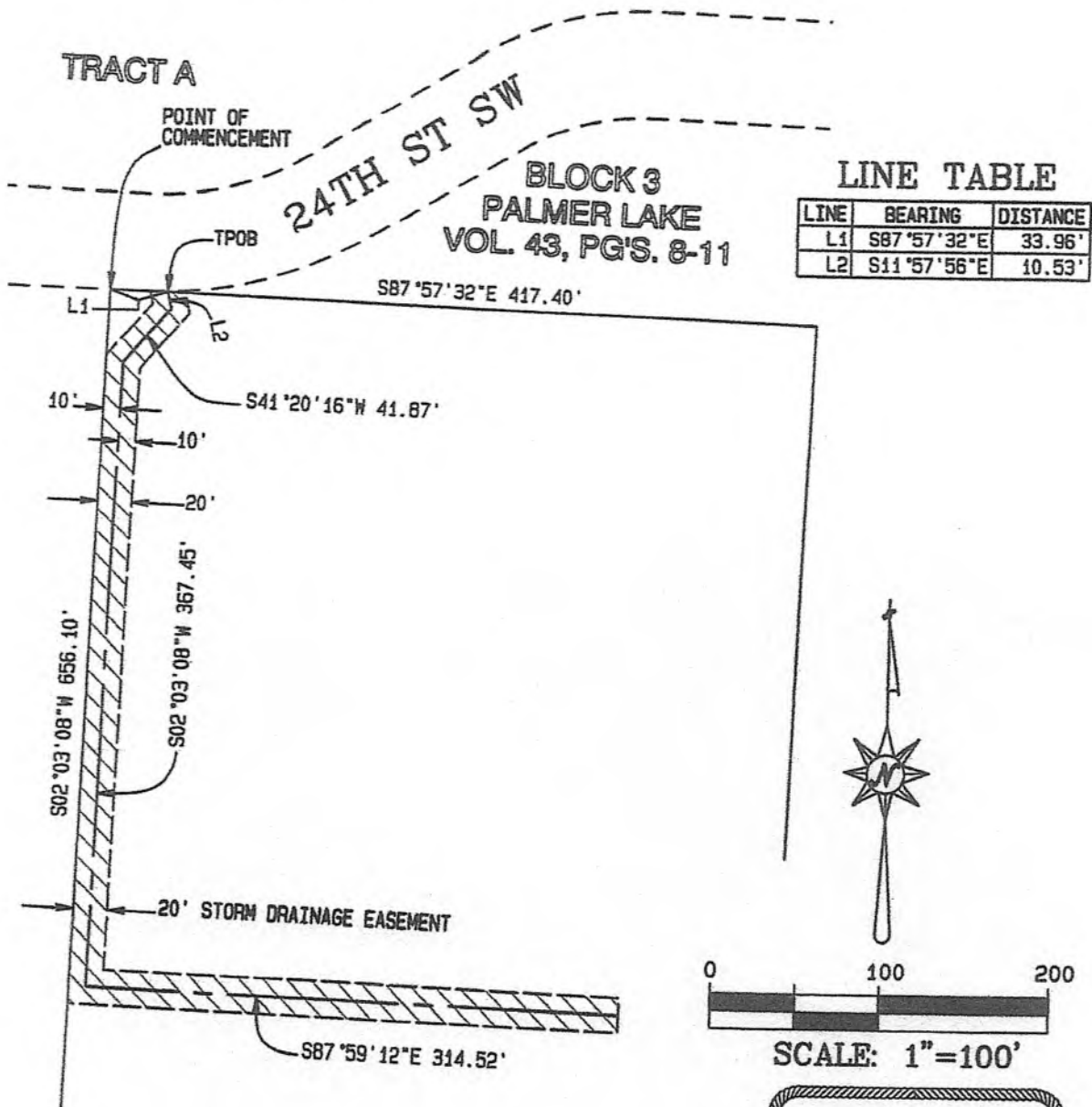


CONTOUR

ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

STORM DRAINAGE EASEMENT



CONTOUR
ENGINEERING, LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
4706 97th Street NW, Suite 100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com



EXHIBIT F
(EASEMENT AREA 2 – LEGAL DESCRIPTION)

See following pages

EXHIBIT "A"
20' PRIVATE ACCESS
EASEMENT

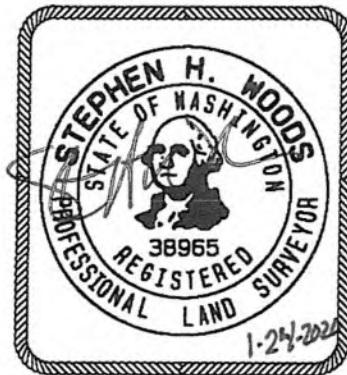
THAT PORTION OF BLOCK 3 OF PALMER LAKE, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 43 OF PLATS AT PAGES 8 THROUGH 11, BEING A STRIP OF LAND 20.00
FEET IN WIDTH LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTH 656.1 FEET OF THE WEST 417.4
FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10,
TOWNSHIP 20 NORTH, RANGE 1 WEST, W.M., IN PIERCE COUNTY, WASHINGTON.
THENCE SOUTH 87°57'32" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 72.89 FEET
TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 2°02'28" EAST, A DISTANCE OF 6.08 FEET TO THE SOUTHERLY MARGIN OF 24TH
STREET SOUTHWEST AND THE TERMINUS OF SAID LINE.

ALL SIDELINES SHALL BE EXTENDED AND/OR TRUNCATED TO INTERSECT AT BOUNDARY
LINES AND INTERSECTIONS.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



CONTOUR
ENGINEERING • LLC

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