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12/02/2016 08:37:04 AM \$77.00
AUDITOR, Pierce County, WASHINGTON

Mail to: Chris Johnson
5348.HYADA BLVD NE
Tacoma, WA. 98422

DECLARATION OF EASEMENT

GRANTOR: CHRIS J. JOHNSON

GRANTEE: CHRIS J. JOHNSON

ABBREVIATED LEGAL: Section 21 Township 21 Range 03 Quarter 22 HYADA PARK:
HYADA PARK L 6 & 7 B 24 INC 30 FT ST VAC

PARCEL NO: 4700002510

THIS AGREEMENT is made and entered into this 28 day of Nov, 2016, by and between CHRIS J. JOHNSON owner of tax parcel 4700002510, legally described below, and CHRIS J. JOHNSON owner of tax parcel 4700002520, legally described below.

RECITALS

WHEREAS, The parties have interests in adjoining real estate; and

WHEREAS, CHRIS J. JOHNSON, a single person, owner of tax parcel 4700002510, referred to as Parcel A (Grantor Tenement), legally described as:

Section 21 Township 21 Range 03 Quarter 22 HYADA PARK, Lot 6 and 7, Block 24, Hyada Park, Pierce County, Washington, according to plat recorded in Book 9 of Plats at page 13, records of Pierce County Auditor, together with vacated portion of Le-Lou-Wa Place abutting said premises and attached thereto by operation of law.

And

WHEREAS, CHRIS J. JOHNSON, a single person, owns tax parcel 4700002520, referred to as Parcel B (Grantee Tenement), legally described as:

EXCISE TAX EXEMPT DATE 12-2-16

Pierce County

By Chris Johnson Auth. Sig.

For reference only, not for re-sale.

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Section 21 Township 21 Range 03 Quarter 22 HYADA PARK, Lot 8 and the West half of Lot 9, Block 24, Hyada Park, Pierce County, Washington, according to plat recorded in Book 9 of Plats at page 13, records of Pierce County Auditor, together with vacated portion of Le-Lou-Wa Place abutting said premises and attached thereto by operation of law

And

WHEREAS, CHRIS J. JOHNSON desires to provide an easement for ingress and egress over a portion of Parcel A for the benefit of Parcel B,

NOW THEREFORE, in consideration of the mutual benefits and burdens of this agreement, and for \$10 in hand paid and other good and valuable consideration, the parties agree as follows:

1. CHRIS J. JOHNSON, owner of Parcel A, hereby grant, dedicate and convey, for the benefit of Parcel B owned by CHRIS J. JOHNSON, a perpetual non-exclusive 20 foot easement for ingress and egress across Parcel A, as shown in the exhibit attached hereto and incorporated by reference herein, drawn not to scale but for illustrative purposes, legally described as:

The East 20 feet of Section 21 Township 21 Range 03 Quarter 22 HYADA PARK, Lot 6 and 7, Block 24, Hyada Park, Pierce County, Washington, according to plat recorded in Book 9 of Plats at page 13, records of Pierce County Auditor, together with vacated portion of Le-Lou-Wa Place abutting said premises and attached thereto by operation of law.

2. This easement is for residential driveway access only. It is not to serve any commercial use. It is limited to no more than 20 one way trips per day by foot, bicycle and motorized vehicles having no more than 4 wheels, to serve only a one family dwelling on Parcel B, the dominate parcel. It cannot be used for any other purpose. The easement shall not be interpreted or expanded to include any other purpose, such as power, utilities, cable, phone, gas, nor any other purpose.
3. This easement shall run with land and shall be binding on the parties to this agreement, their heirs, assigns, and successors in interest.
4. The decision or failure of any party, or their heirs, successors and assigns, to enforce any part of this agreement, shall not be deemed a waiver of such right, and enforcement of rights hereunder may be brought at any time regardless of prior usages which may be inconsistent with the terms of this agreement.

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5. The parties further agree among themselves that so long as they, or any of them, reside upon or own Parcel A or Parcel B, they and each of them has the personal right to park a commercial vehicle or truck upon their respective properties for overnight storage, and for this purpose only may use the driveway easement. This right of access across the driveway to park a commercial vehicle on their property is personal to them and shall lapse with their respective ownership of Parcel A or Parcel B, and shall not run with the land, nor shall the right attached to or benefit their heirs, assigns and successors in interest.
6. The driveway easement described herein shall be constructed, and maintained thereafter in perpetuity in as good or better condition, by the owner of Parcel B, the grantee tenement, and his heirs, successors and assigns, at their sole cost and expense, subject to the terms of any road maintenance agreement that may be entered into; provided, however, that the driveway easement shall not be substantially improved, such as by paving or asphaltting or otherwise, unless agreed in writing by the owner of Parcel A, the grantor tenement.
7. This written agreement incorporates the entire agreement of the parties. The agreement of the parties shall not be changed by any verbal statement or act. Any modification or change to the parties' agreement shall be enforceable only if in writing signed by the party to be charged.
8. This agreement shall be enforce in its entirety, but if a court should hold that any portion is unenforceable or invalid for any reason, then the offending portion shall be stricken from the agreement and the remainder of the agreement shall survive and shall be enforced according to its tenor and terms.
9. In the event of a dispute, if either party incurs attorney fees or costs to enforce the terms of this agreement, the prevailing party shall be entitled to judgement for reasonable attorney fees and costs. Each party agrees that, regardless of where the party may later reside or move, jurisdiction and venue for any dispute shall rest with the Superior Court of Pierce County.

For reference only, not for re-sale.

IN WITNESS WHEREOF, the parties execute this agreement with Pierce County, Washington, on the day and year first above-written.

// _____

Chris J. Johnson

CHRIS J. JOHNSON

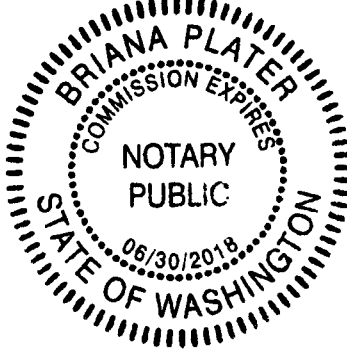
STATE OF WASHINGTON)

)SS:

COUNTY OF PIERCE)

On this 28 day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRIS J. JOHNSON, to me known, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Briana Plater

NOTARY PUBLIC in and for the State of Washington, residing at

Federal Way, WA

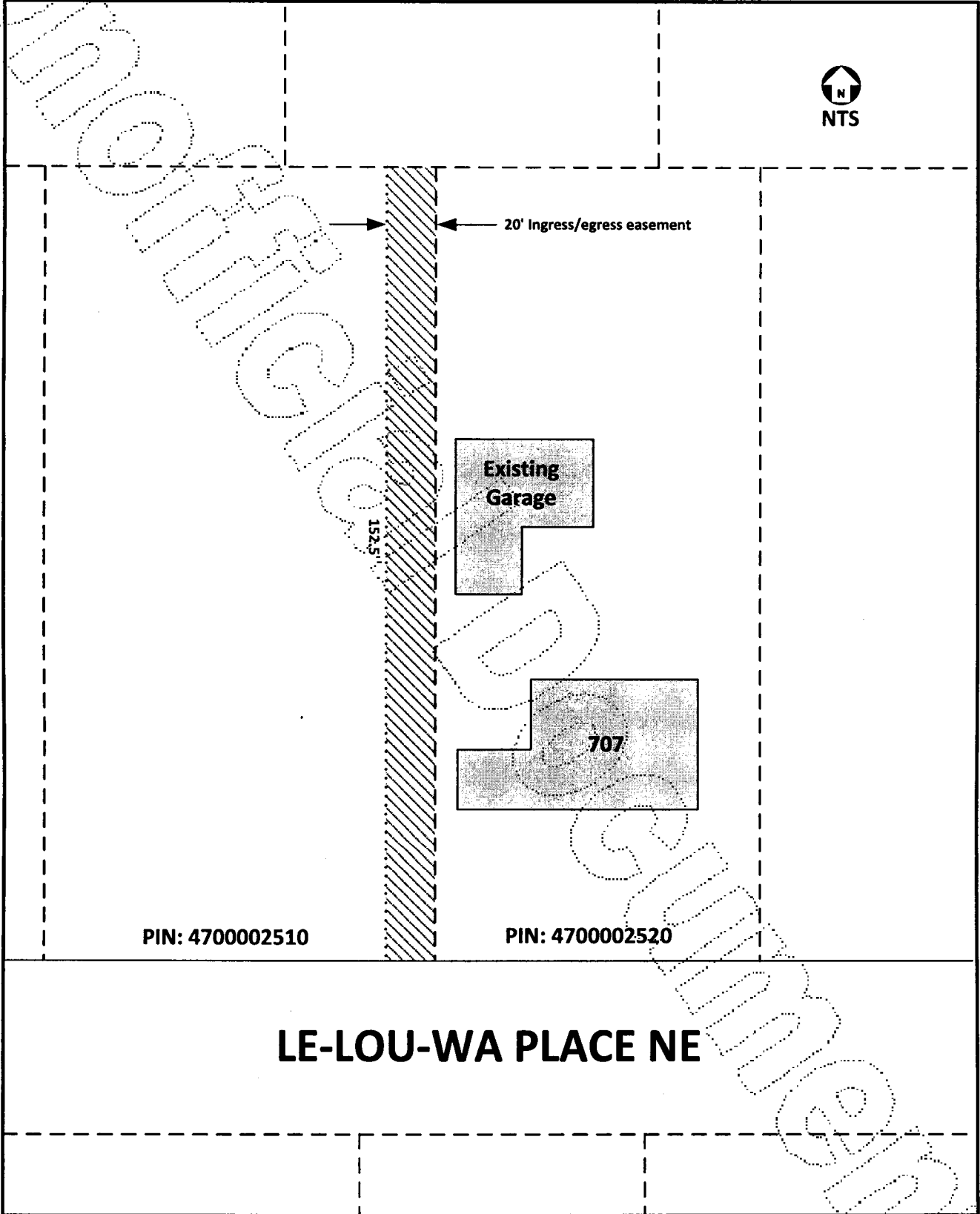
My comm. expires: 6/30/18

For reference only, not for re-sale.

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EXHIBIT 'A'

Section 21 Township 21 Range 03 Quarter 21



For reference only, not for re-sale.

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