

AGREEMENT FOR DRAINAGE EASEMENT

This agreement is made and entered into this 14 day of June, 1990, by and between Michael Pasquier, et al., hereinafter referred to as "GRANTORS," and Novastar Enterprises Inc., a Colorado corporation doing business in the state of Washington, hereinafter referred to as "GRANTEE":

WITNESSETH THAT

WHEREAS, GRANTORS are the owners of that certain real property in Pierce County, Washington, described as follows:

BEGINNING on the East line of the Southeast quarter of the Northwest quarter of Section 36, Township 20 North, Range 4 East of the Willamette Meridian, 1,239.64 feet South of the Northeast corner of said subdivision; Thence North 71° 03' 08" West, 413.32 feet; Thence North 35° 57' 20" East, 118.78 feet; Thence North 21° 46' West 132.50 feet; Thence North 44° 28' West, 158.85 feet; Thence North 58° 43' 20" West, 103.33 feet; Thence North 32° 09' East 73.24 feet; Thence North 45° 09' West, 155.65 feet; Thence North 29° 11' West, 161.13 feet; Thence North 13° 04' 20" West, 321.86 feet; Thence North 62° 14' East, 157.69 feet; Thence South 82° 22' 20" East to intersect Southerly line of Pioneer Way; Thence Northwesterly along said South line to intersect North line of the Southeast quarter of the Northwest quarter; Thence Westerly along said line to the Northwest corner of said subdivision; Thence South along the West line of said subdivision to the Southwest corner thereof; Thence along the South line of said Southeast quarter of the Northwest quarter of the Southeast corner thereof; Thence North along the East line of said subdivision to the Point of Beginning, in Pierce County, Washington.

AND;

WHEREAS, GRANTEE is developing a single-family residential subdivision commonly known as "Crystal Ridge Division No. II" in the city of Puyallup, Washington, on property which lies immediately adjacent to GRANTORS' property described hereinabove, and which is more particularly described as follows:

The Northeast quarter of the Southwest quarter of Section 36, Township 20 North, Range 4 East, of the Willamette Meridian, in Pierce County, Washington, AND

The Northwest quarter of the Southeast quarter of Section 36, Township 20 North, Range 4 East of the Willamette Meridian, in King County, Washington.

EXCEPT that portion included in the Northern Pacific Congressional Grant for railway, as disclosed by deed recorded under Auditor's File No. 1758905.

AND;

WHEREAS, surface drainage from a portion of GRANTEE'S property currently flows in a northeasterly direction within an existing natural drainage channel which continues flowing northeasterly across GRANTORS' property described hereinabove, AND;

WHEREAS, a portion of GRANTOR'S property hereinabove described also contributes surface water drainage to said natural drainage channel described herein, AND;

WHEREAS, both parties to this agreement are desirous of minimizing the potential for future erosion within said drainage channel;

9060.16

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EXCISE TAX EXEMPT. DATE AUG 7 1990
Pierce County

By [Signature] Auth. Sig

90 AUG -7 PM 2:56

REC'D AUG 10 1990
PIERCE COUNTY WASH

9008070342

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NOW WHEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS

1. GRANTORS do hereby grant and convey to GRANTEE, a permanent drainage easement over, under, across, and upon that certain portion of GRANTORS' real property, more particularly described as follows, and visually displayed on the attached Exhibit "A" hereto:

A strip of land, 50 feet in width, being in the Southeast quarter of the Northwest quarter of Section 36, Township 20 North, Range 4 East, Willamette Meridian, lying 25 feet on each side of the following described line:

COMMENCING at the Southeast corner of said Southeast quarter of the Northwest quarter; Thence South 89° 57' 16" West, along the South line of said Southeast quarter of the Northwest quarter, a distance of 216.94 feet to the Point of Beginning of this described line; Thence North 10° 31' 00" East, 33.59 feet to the top of a bank where the general slope in a Northerly direction equals or exceeds 40 percent and the thalweg of a drainage course; Thence North 10° 31' 00" East, along said thalweg, a distance of 271.93 feet to an angle point in said thalweg;

THENCE CONTINUING along said thalweg, North 33° 07' 53" East, a distance of 223.56 feet to an angle point in said thalweg;

THENCE CONTINUING along said thalweg, North 55° 26' 43" East, a distance of 48.20 feet, more or less, to the East line of said Southeast quarter of the Northwest quarter and the terminus of this described line.

The sidelines of said strip shall be prolonged or shortened to intersect each other and to terminate on said South line of the Southeast quarter of the Northwest quarter and said East line of the Southeast quarter of the Northwest quarter.

EXCEPT any portion of said strip lying Northerly of the following described line:

BEGINNING on the East line of the Southeast quarter of the Northwest quarter of Section 36, Township 20 North, Range 4 East, Willamette Meridian, 1239.64 feet South of the Northeast corner of said subdivision; Thence North 71° 03' 08" West, 413.32 feet and the terminus of this described line.

2. Said drainage easement shall be for the purpose of providing for the construction, maintenance, reconstruction, repair or upgrading of storm drainage improvements that may be required by GRANTEE, the City of Puyallup, Pierce County, or other municipal agencies to convey storm-water runoff from drainage resulting from development of GRANTEE'S real property described herein.
3. At the time of execution of this agreement, drainage improvements anticipated within said easement area may consist of a polyethylene "Drisco" pipe, including inlet and outlet control structure and additional erosion control measures. Additional storm drainage improvements may also be installed as required for the subdivision of either GRANTORS' or GRANTEE'S property described herein.
4. In addition to this permanent easement, there shall also be incorporated herein by reference, a temporary access and construction easement across GRANTORS' property first described herein, for the purpose of

installing, maintaining, repairing, replacing or upgrading said storm drainage improvements, provided, however, that such temporary access or construction easement rights shall be limited to only that portion of said property which is strictly necessary for use of the permanent drainage easement, and further provided that any area beyond the limits of the permanent drainage easement that are disturbed as a result of such activities are properly and promptly restored to their original condition as much as is reasonably possible at the sole cost of the party creating the disturbance.

5. At such time as GRANTORS' real properties first described hereinabove is subdivided and/or platted, this temporary right for access and construction shall be limited to public streets and dedicated easement areas provided for this purpose on the face of said plat or subdivision map, or such other instrument that may be recorded in a municipal agency. Provided, however, that this right of temporary access and construction shall not cease until such time as alternate provisions for such right of temporary access and construction have otherwise been established.
6. In the event this easement is required to be dedicated to a municipal agency, both GRANTORS and GRANTEE hereby agree to sign and execute, expeditiously, whatever documents are necessary to accomplish this purpose.
7. This easement shall run with the land and shall be binding on all parties having any rights, title or interest hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF we have set our hands and seals this 14th day of JUNE, 1990.

[Signature]
GRANTOR

✓ [Signature]
GRANTOR

✓ [Signature]
GRANTOR

✓ [Signature]
GRANTOR

GRANTEE, Thomas A. Barghausen, President
NOVASTAR ENTERPRISES INC.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

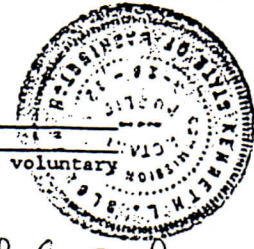
I certify that I know or have satisfactory evidence that Thomas Barghausen signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of NOVASTAR ENTERPRISES INC. to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Date: June 14, 1990
Signature of [Signature]
Notary Public
My appointment expires 3-28-92



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

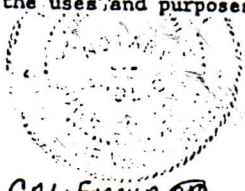
I certify that I know or have satisfactory evidence that Michael Pasquier
signed this instrument and acknowledged it to be (his/her) free and voluntary
act for the uses and purposes mentioned in the instrument.



Date June 14, 1990
Signature of [Signature]
Notary Public
My appointment expires 3-20-92

STATE OF WASHINGTON)
) ss.
COUNTY OF KING Pierce)

I certify that I know or have satisfactory evidence that Carolyn R. Pasquier
signed this instrument and acknowledged it to be (his/her) free and voluntary
act for the uses and purposes mentioned in the instrument.



Date 7/2/90
Signature of [Signature]
Notary Public
My appointment expires 10/1/93

CALIFORNIA (MO)
STATE OF WASHINGTON)
) ss.
COUNTY OF KING Monterey (M))

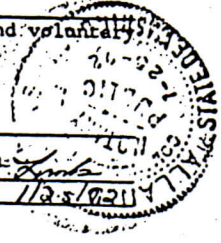
I certify that I know or have satisfactory evidence that ROGER P. PASQUIER
signed this instrument and acknowledged it to be (his/her) free and voluntary
act for the uses and purposes mentioned in the instrument.



Date 7/10/90
Signature of [Signature]
Notary Public
My appointment expires 11/27/90

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Margaret J. Lenzki
signed this instrument and acknowledged it to be (his/her) free and voluntary
act for the uses and purposes mentioned in the instrument.



Date 7/16/90
Signature of [Signature]
Notary Public
My appointment expires 11-27-92

DRAINAGE EASEMENT EXHIBIT A

#1500
= # 7745

#15011
= # 7744

WADE

CENTRINE DRAINAGE COURSE

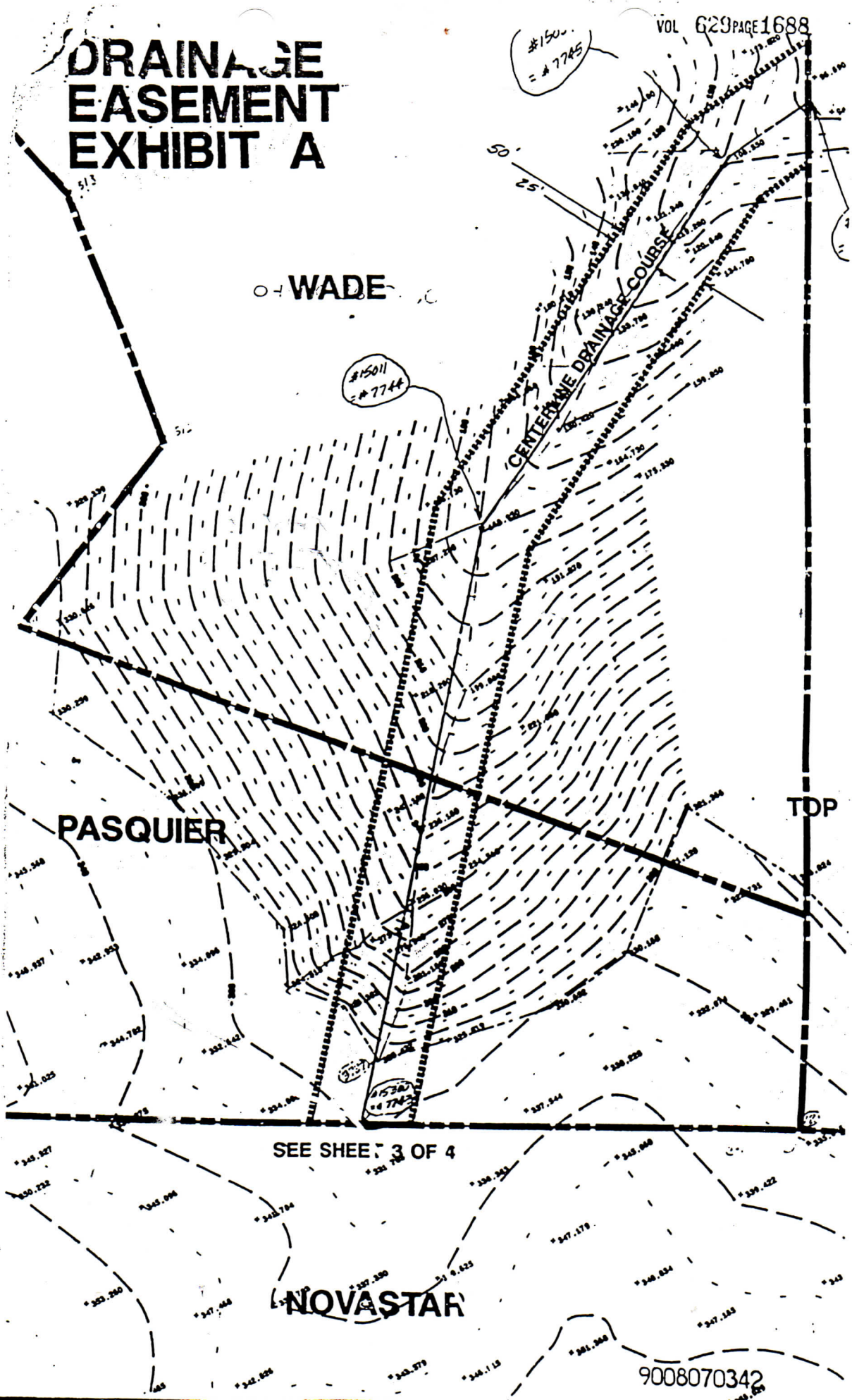
PASQUIER

TDP

SEE SHEET 3 OF 4

NOVASTAR

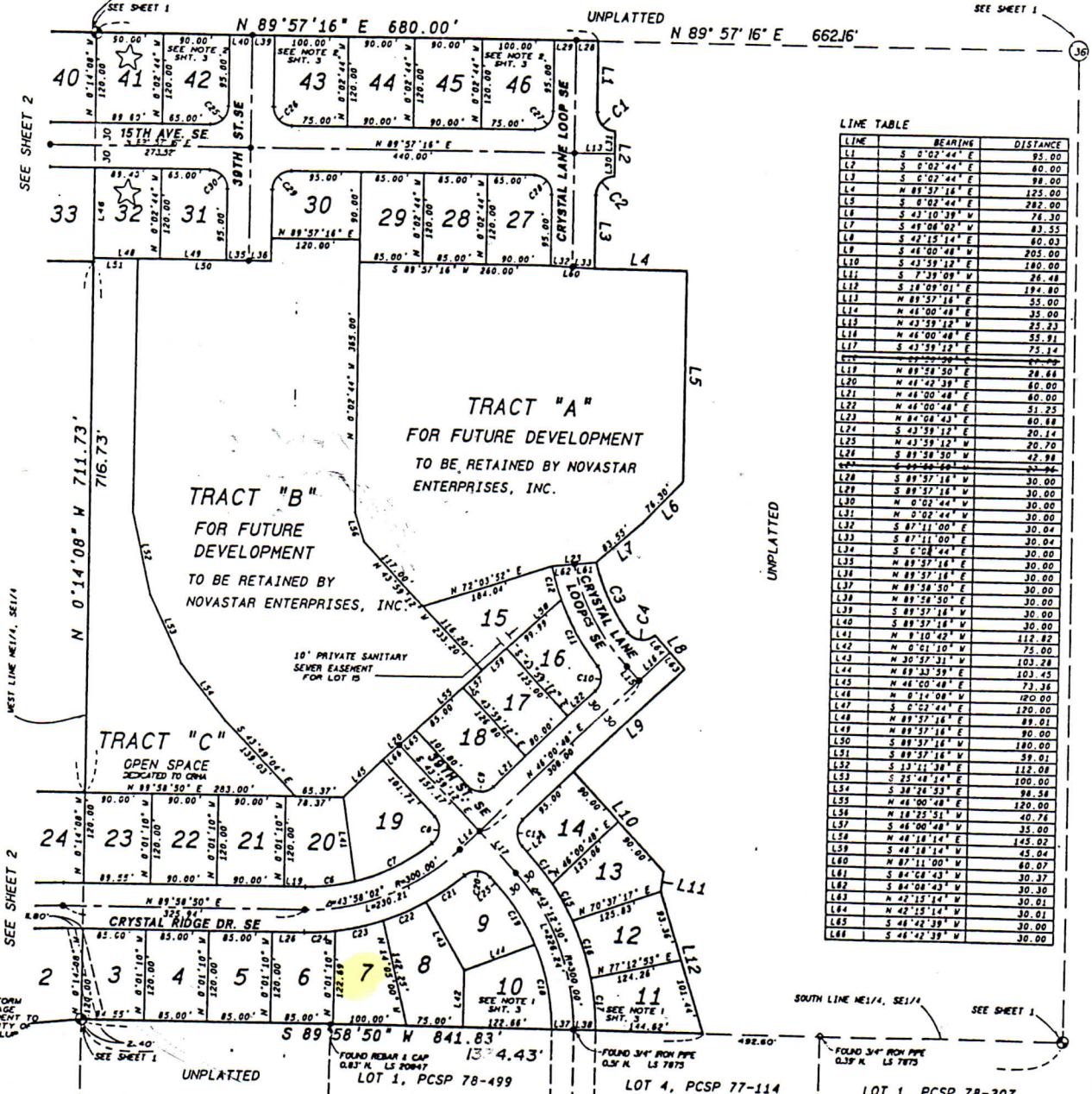
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CRYSTAL RIDGE D.V. IIA A122589

A PORTION OF THE SW 1/4 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 4 SW36-20-4E
 AND A REPLAT OF TRACTS D AND E OF CRYSTAL RIDGE DIV. IA
 CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON

NW CORNER, NE1/4, SW1/4
 SEC. 36, T20N, R4E



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 0°02'44" E	95.00
L2	S 0°02'44" E	60.00
L3	S 0°02'44" E	99.00
L4	N 89°57'16" E	125.00
L5	S 0°02'44" E	282.00
L6	S 43°10'39" W	78.30
L7	S 49°06'02" W	83.55
L8	S 42°15'14" E	60.03
L9	S 43°59'12" W	205.00
L10	S 43°59'12" W	205.00
L11	S 7°39'09" W	21.84
L12	S 10°09'01" E	194.80
L13	N 89°57'16" E	55.00
L14	N 46°00'48" E	35.00
L15	N 43°59'12" W	25.33
L16	N 46°00'48" E	55.91
L17	S 43°59'12" E	75.14
L18	S 43°59'12" E	25.25
L19	N 89°58'50" E	28.64
L20	N 46°42'39" E	60.00
L21	N 46°00'48" E	60.00
L22	N 46°00'48" E	51.25
L23	N 84°00'43" E	60.68
L24	S 43°59'12" W	20.14
L25	N 43°59'12" W	20.70
L26	S 89°58'50" W	42.84
L27	S 89°58'50" W	25.25
L28	S 89°57'16" W	30.00
L29	S 89°57'16" W	30.00
L30	N 0°02'44" W	30.00
L31	N 0°02'44" W	30.00
L32	S 87°11'00" W	30.04
L33	S 87°11'00" W	30.04
L34	S 0°02'44" E	30.00
L35	N 89°57'16" E	30.00
L36	N 89°57'16" E	30.00
L37	N 89°58'50" E	30.00
L38	N 89°58'50" E	30.00
L39	S 89°57'16" W	30.00
L40	S 89°57'16" W	30.00
L41	N 8°10'42" W	112.82
L42	N 0°01'10" W	75.00
L43	N 30°57'31" W	103.28
L44	N 89°33'59" E	103.45
L45	N 46°00'48" E	73.36
L46	N 0°14'08" W	120.00
L47	S 0°02'44" E	170.00
L48	N 89°57'16" E	89.01
L49	N 89°57'16" E	80.00
L50	S 89°57'16" W	180.00
L51	S 89°57'16" W	59.01
L52	S 13°11'39" E	112.08
L53	S 25°48'14" E	100.00
L54	S 38°28'52" E	98.38
L55	N 46°00'48" E	120.00
L56	N 18°25'51" W	40.74
L57	S 46°00'48" W	35.00
L58	N 46°18'14" E	145.02
L59	S 46°18'14" W	45.04
L60	N 87°11'00" W	60.07
L61	S 84°08'43" W	30.37
L62	S 84°08'43" W	30.30
L63	N 42°15'14" W	30.01
L64	N 42°15'14" W	30.01
L65	S 46°42'39" W	30.00
L66	S 46°42'39" W	30.00

CURVE TABLE

CURVE	JAC	DELTA	RADIUS	TAN LENGTH
C1	39.27	90°00'00"	25.00	25.00
C2	39.27	90°00'00"	25.00	25.00
C3	102.15	21°40'36"	270.00	51.67
C4	42.32	96°58'44"	25.00	25.25
C5	155.04	29°34'38"	300.00	78.21
C6	88.39	14°30'49"	270.00	34.38
C7	118.73	24°46'18"	270.00	59.29
C8	41.31	94°40'57"	25.00	27.13
C9	39.27	90°00'00"	25.00	25.00
C10	37.17	85°11'23"	25.00	22.88
C11	101.33	17°35'36"	300.00	51.07
C12	46.00	7°59'12"	330.00	23.04
C13	39.27	90°00'00"	25.00	25.00
C14	45.00	7°48'49"	330.00	22.54
C15	55.44	9°37'33"	330.00	27.79
C16	79.26	13°45'44"	330.00	39.82
C17	84.55	12°04'32"	330.00	34.90
C18	114.88	24°22'45"	270.00	58.32
C19	88.32	18°44'41"	270.00	44.56
C20	37.86	86°48'13"	25.00	23.04
C21	83.10	10°57'18"	330.00	31.64
C22	82.09	10°46'50"	330.00	31.14
C23	87.31	11°41'14"	330.00	33.77
C24	42.13	71°54'1"	25.00	21.08
C25	39.27	90°00'00"	25.00	25.00
C26	39.27	90°00'00"	25.00	25.00
C27	39.27	90°00'00"	25.00	25.00
C28	39.27	90°00'00"	25.00	25.00
C29	39.27	90°00'00"	25.00	25.00
C30	39.27	90°00'00"	25.00	25.00

NOTES:
 1) LOTS 10 AND 11 SHALL NOT HAVE DIRECT VEHICULAR ACCESS TO 39TH ST. SE WITHIN THE SOUTH 30 FEET OF THE LOT.
 2) LOTS 45, 43 & 46 SHALL NOT HAVE DIRECT VEHICULAR ACCESS TO 39TH ST. SE OR CRYSTAL RIDGE LOOP SE WITHIN THE NORTH 30 FEET OF THE LOT.

LEGEND
 ● PIERCE COUNTY STANDARD MONUMENT TO BE SET AS CONSTRUCTION IS COMPLETED
 ⊙ MONUMENT FOUND AS NOTED
 ○ FOUND CORNER AS NOTED

CRM - CRYSTAL RIDGE HOMEOWNERS ASSOCIATION
 ☆ SEE NOTE ON SHEET 4



Barghausen Consulting Engineers Inc.
 Land Planning, Survey & Engineering Specialists
 18225 72nd Avenue South - Kent, WA 98032 (206) 251-6222

N1/2, SW1/4, 36-20N-4E
 SHEET 3 OF 4

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