

CLIPS
FEB 13 2008
200802130940



200802130940 12 PGS
02/13/2008 3:41pm \$53.00
PIERCE COUNTY, WASHINGTON

WHEN RECORDED, PLEASE RETURN TO:

Barry C. Kombol
P.O. Box 100
Black Diamond, WA 98010

THE SPACE ABOVE THIS LINE IS
RESERVED FOR RECORDER'S USE

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| DOCUMENT TITLE | DECLARATION OF LOT-LINE ADJUSTMENT AGREEMENT |
| REFERENCE NUMBER (s) OF RELATED DOCUMENTS | 200508312072 |
| GRANTOR | DOUGLAS HEMMINGER and DOROTHY HEMMINGER, Husb/Wife |
| GRANTEE | CRAIG WHEELER/CAROL WHEELER |
| LEGAL DESCRIPTION | S.W. 1/4 of S.E. 1/4 of S.E. 1/4 of S. 27, T. 20N. Rg 5 E.W.M. in Pierce Co. Wash See Exhibit A See Exhibit B See Exhibit C |
| ASSESSOR'S PARCEL NO (s). | 052027-3039 |

For reference only, not for re-sale.

Said document(s) was filed for record by
Commonwealth Land Title as accommodation
only. It has not been examined as to proper
execution or as to its effect upon title.

28

DECLARATION OF DOUGLAS HEMMINGER

DOUGLAS HEMMINGER under the penalty of perjury of the laws of the State of Washington certifies and declares that the following statement is true and correct to the best of his knowledge and belief.

1. My name is DOUGLAS HEMMINGER. My spouse is DOROTHY HEMMINGER. We live at 20321 Church Lake Road East in Bonney Lake, Washington. My neighbors to the East of my home are Craig and Carol Wheeler. They have lived next to my property since 1974.

2. Since at least 1974, the Wheelers have used a small portion the property to the north of their house lot. This small portion measures approximately 43' by 108.' This little rectangle of property [which used to be titled in our names] has been maintained by the Wheelers since 1974. Both the Wheelers and my spouse and I have recognized that the northern line of this little piece of property, approximately Forty-three Feet [43'] north of both the Northwest and the Northeast corners of the Wheeler's lot has been the boundary between the seven acre piece of land we used to own.

3. Because both the Wheelers and us have considered the east-west line approximately 43' north of the originals

ORIGINAL

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northerly boundary of the Wheeler's lot to be the new and revised lot-line between our property and theirs, by mutual acquiescence and agreement, we have always permitted the Wheelers to use this little rectangle [which is just over 1/10th of an acre] as if it were their own.

4. For over 33 years the Wheelers have, with our acquiescence, the Wheelers have used this small rectangle to: [a] park Mr. Wheeler's logging truck on the parcel; [b] make easier the entry Mr. Wheeler's logging truck and other vehicles to the northern part of the Wheeler's lot, across this small rectangle of property; to maintain, mow and gravel this little piece of property; and to have a place where the Wheeler's children and grandchildren ride motorcycles & cars.

5. In late 2004 we agreed to sell about five [5] acres of our property to an outfit called 'FDI' which was managed by a man named Brad Habenacht. We were shown a survey for our property, a copy of which is attached to this declatrition. On this survey, done in 2004, the lot around our home is shown as being retained by us. The area showing our 'Boundary-line Adjustment' with the Wheelers is also highlighted in this survey map. Both Mr. Habenacht, my spouse and I signed a copy of this Survey [showing the area

dimensions of our Boundary-line Agreement and Adjustment with the Wheelers] on November 29, 2004.

6. During our negotiations with Mr. Habenacht over the sale of a part of our property we made it clear to him that for a long-long time the Wheelers, with our blessing, had used a small part of our seven acre lot as their own. That was the reason asked Mr. Habenacht to shade in a part of the survey map to show the 43' x 108' part of our seven acre lot which we considered to a part of the Wheeler's house lot. That was the reason we asked Mr. Habenacht to sign the Survey showing what we called the **'Area of Boundary Line Adjustment 43'x108 approx.**

7. In June of 2005 I signed a letter addressed to the Pierce County Land Services Department asking the Flynn Development and Management, Inc. and its engineering firm to represent us in a 'Boundary Line Adjustment' application which we wanted to accomplish so as to make formal our agreement with the Wheelers. An unsigned copy of this letter and a part of the Boundary Line Application is attached to this Declaration. My spouse gave a copy of this Document to

the Wheelers last year. I do not know what happened in the Boundary Line Adjustment process.

8. My wife and I still consider the 43' x 108' piece of property to have become a part of their lot, by virtue of our acquiescence and agreement. We would like Flynn Development and Management and any current owner/developer of the Five acres we sold in 2005 to honor our arrangement and agreement with the Wheelers.

DATED: February 11, 2008

PLACE SIGNED: Bonney Lake, Washington


DOUGLAS HEMMINGER

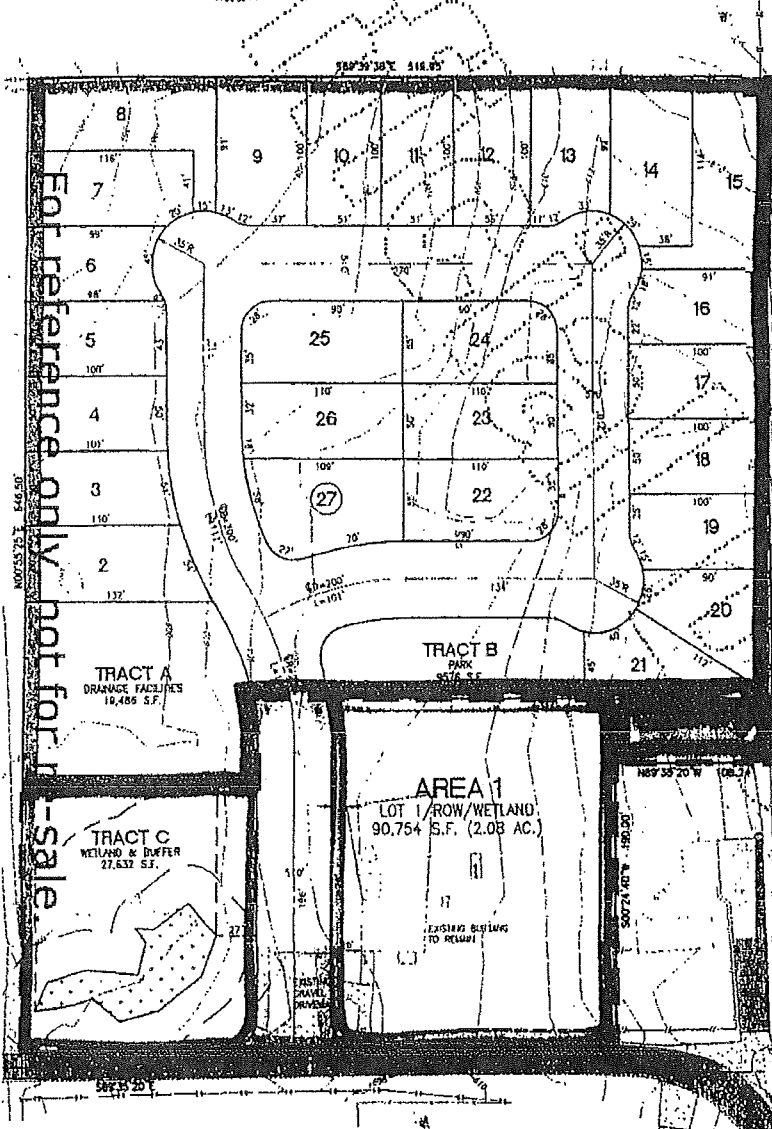
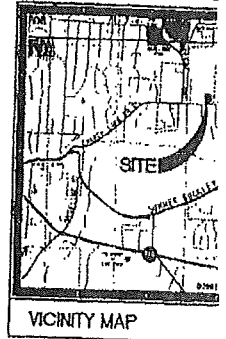
20231 Church Lk. Rd East
Bonney Lake, Washington

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PRELIMINARY PLAT - OPTION 5
FOR

HEMMINGER PROPERTY

A PORTION OF THE SW 1/4 OF SECTION 27, TOWNSHIP 20 N, RANGE 5 E, W.M.
PIERCÉ COUNTY, WASHINGTON



For reference only - not for sale

NOTES

1. TAX ID: 052027 J-039
2. SITE AREA: 7.26 AC
3. EXISTING USE: SINGLE FAMILY RESIDENTIAL
4. EXISTING ZONING: USF (MODERATE SINGLE)
5. PROPOSED ZONING: MSF
6. PROPOSED MIN. LOT WIDTH: 50'
7. PROPOSED MIN. LOT WIDTH: 50'
8. REQUIRED MIN. LOT WIDTH: 50'
9. PROPOSED MIN. LOT AREA: 4800 S.F.
10. AVERAGE LOT AREA: 7250 S.F.
11. PROJECT DENSITY: 3.93 DU/AC
12. REQUIRED MINIMUM SETBACKS: FRONT 15', INTER-CORNER: 10'
13. MAX. EAVE HEIGHT OF BUILDINGS: 35'
14. SOURCE OF BOUNDARY: FIELD VERIFIED BARGHAUSEN CONSULTING ENGINEERS, INC.
15. SOURCE OF TOPOGRAPHY: FIELD SURVEY BARGHAUSEN CONSULTING ENGINEERS, INC.

UTILITIES/SERVICES

- WATER:** CITY OF BONNEY LAKE
P.O. BOX 7380
18006 BONNEY LAKE BLVD.
BONNEY LAKE, WA 98006-094
- SEWER:** CITY OF BONNEY LAKE
P.O. BOX 7380
18006 BONNEY LAKE BLVD.
BONNEY LAKE, WA 98006-094
- POWER:** PUGET SOUND ENERGY
100 154TH AVE NE
BELLEVUE, WA 98008
1 (800) 321-4321
- GAS:** PUGET SOUND ENERGY
100 154TH AVE NE
BELLEVUE, WA 98008
1 (800) 321-4321
- TELEPHONE:** QWEST COMMUNICATIONS
450 110TH AVE NE
ISSUES DEPARTMENT, 4TH FLOOR
BELLEVUE, WA 98003
- CABLE:** AT & T
4020 AUBURN WAY NW
PO BOX 1018
AUBURN, WA 98002
- FIRE:** EAST TIRE DISTRICT #22
PIERCÉ COUNTY FIRE AND RES.
18021 OLD BUCKLEY HIGHWAY
BONNEY LAKE, WA 98009
(253) 863-1800
- SCHOOL:** SIKHNER SCHOOL (DISTRICT #2)
1202 WOOD AVENUE
SUMNER, WA 98149-1933
(253) 841-6300

Buyer:
FDI
Burl Walden 11/21/04
PROJECT #2004-002

Seller:
11/21/04
11-27-04

- Area Sold to Buyers
- Area Retained by Sellers 100%.
- Tract C - Wetland & Buffer, joint ownership all lots
- ROW Easement, ingress & egress & utilities, joint ownership all lots.
- Area of Boundary Line Adjustment 43' x 108' approx.

OWNER/DEVELOPER
LUNN DEVELOPMENT AND MANAGEMENT, INC.
22201, S.E. 236TH PLACE
MAPLE VALLEY, WA 98028
CONTACT: BRIG TVERBACH

ENGINEER/PLANNER/SU
BARGHAUSEN CONSULTING ENGINEERS, INC.
18205 S.E. 23RD AVENUE SOUTH
RENTON, WA 98055
(425) 251-6272
FAX (253) 251-6267
CONTACT: DAN BARTALLO / PAUL CTR / DEL

**Right of Entry Agreement to Allow
County Representatives Entry to Perform
Inspections, Monitoring, Corrective Actions, and Construction
(Individual and Representative)**

Grantor and Grantee: For purposes of this Agreement and for indexing by the Pierce County Auditor as required by R.C.W. Ch. 65.04, the parties to this agreement are Douglas Hemminger, Grantor(s), and Pierce County, Grantee.

Legal Description of Property: (Note: include abbreviated legal description if complete legal will not fit here and reference to where complete legal can be found.)

Beginning 330 feet East of the Southwest corner of the Southeast quarter of the Southwest quarter of Section 27; Township 20 North, Range 5 East of the W.M. in Pierce County, Washington; Then North 660 feet; Then East 521 feet, more or less, to the West line of a tract of land conveyed to R.H. Camakan and Emma Camakan, husband and wife, by deed recorded March 12, 1928 under Recording No. 892764; Thence South along said West line 660 feet to the South line of said Section 27; Thence West along said South line 521 feet, more or less, to the Point of Beginning.

Assessor Parcel No(s):

0520273039

A. Recitals.

1. Grantor is the owner of certain real property in Pierce County, Washington, described above and referred to in this agreement as "the subject property".
2. Grantor is applying for Boundary Line Adjustment Permit(s)/approval(s) associated with the development of a proposed project on the subject property. The permit numbers are: N/A
3. Grantor acknowledges that there may be additional permits/approvals required prior to completion of the proposed project such as but not limited to: site development permits, final plat approval, wetland permits, etc. Grantor acknowledges that this right of entry agreement applies to all permits/approvals related to the proposed project even if the permits/approvals occur after the execution of this agreement.
4. In conjunction with the Grantor's proposed project referenced in Section A.2 above, the Grantor agrees to allow Pierce County personnel and its representative's access in accordance with Section B below.

For reference only, not for re-sale.

**Right of Entry Agreement to Allow
County Representatives Entry to Perform
Inspections, Monitoring, Corrective Actions, and Construction
(Individual and Representative)**

Grantor and Grantee: For purposes of this Agreement and for indexing by the Pierce County Auditor as required by R.C.W. Ch. 65.04, the parties to this agreement are Craig Wheeler, Grantor(s), and Pierce County, Grantee.

Legal Description of Property: (Note: include abbreviated legal description if complete legal will not fit here and reference to where complete legal can be found.)

Beginning at a point on the South line of the Southeast quarter of the Southwest quarter of Section 27, Township 20 North, Range 5 East of the W.M. in Pierce County, Washington, situated 745 feet east of a brass monument making the Southwest corner of said subdivision; Thence North 210 feet perpendicular to said line; Thence east parallel to said line to the west line of a tract as recorded under Recording No. 892764; Thence South along said line to the South line of said subdivision; Thence West to the Point of Beginning.

Assessor Parcel No(s):

0520273038

A. Recitals.

1. Grantor is the owner of certain real property in Pierce County, Washington, described above and referred to in this agreement as "the subject property".
2. Grantor is applying for Boundary Line Adjustment Permit(s)/approval(s) associated with the development of a proposed project on the subject property. The permit numbers are: N/A
3. Grantor acknowledges that there may be additional permits/approvals required prior to completion of the proposed project such as but not limited to: site development permits, final plat approval, wetland permits, etc. Grantor acknowledges that this right of entry agreement applies to all permits/approvals related to the proposed project even if the permits/approvals occur after the execution of this agreement.
4. In conjunction with the Grantor's proposed project referenced in Section A.2 above, the Grantor agrees to allow Pierce County personnel and its representative's access in accordance with Section B below.

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B. Access.

1. Grantor hereby grants to Pierce County Personnel and its representatives access to the subject property for the purpose of inspection and monitoring.
2. Grantor further grants to Pierce County personnel and its representatives access to the subject property for the purpose of completing requirements that have been financially guaranteed, such as but not limited to: site stabilization, completion of road and storm drainage construction, completion of conditions of approval, completion of mitigation measures, installation of wetland mitigation, correcting defective work, correcting defective facilities, etc.
3. Nothing in this agreement grants Pierce County the right to enter into any structure without the express consent of the property owner(s) or resident(s).

C. Life of Agreement

This agreement is temporary. It shall commence on the date of signing of this agreement and shall expire automatically when the County deems that all necessary conditions of approval, permit requirements, ordinance requirements, financial guarantee requirements, monitoring periods, and mitigation measures have been fulfilled and the proposed project referenced in Section A.2. has been completed.

D. Successors and Assigns.

This agreement is intended to protect the value and desirability of the subject property and to benefit all citizens of Pierce County. It shall run with the land and during the life of the agreement be binding on all parties having or acquiring any right, title, interest, or any part thereof, of the subject property, including the grantor, heirs, successors and assigns. This agreement shall inure to the benefit of each present or future successor in interest of the subject property or any part thereof, or interest therein, and to the benefit of the citizens of Pierce County.

Dated this _____ day of _____, 20____

| | | |
|--|--------------------------------|--------------------------------|
| _____ Signature | _____ Signature | _____ Signature |
| _____ Address | _____ Address | _____ Address |
| _____ City, State, Zip STATE OF WASHINGTON) | _____ City, State, Zip) | _____ City, State, Zip) |
| County of Pierce) |) |) |

UNRECORDED

Individual

I certify that I know or have satisfactory evidence that Douglas Herringer is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Or

Representative

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

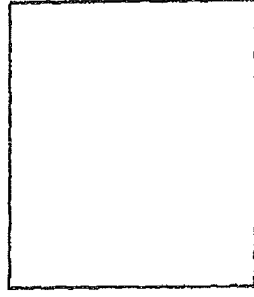
DATED this _____ day of _____, 20_____.

Signature _____

Print Name _____

Title _____

My Appointment Expires: _____



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