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After recording return to:

City Clerk
City of Puyallup
333 South Meridian
Puyallup, WA 98371

Document Title: Onsite Sewer Management & BMP Facilities Agreement
Grantor: Puget Sound Energy
Grantee: City of Puyallup
Abbreviated Legal Description: Revised Lot 1 of Declaration of Lot Boundary Adjustment
Recorded under Recording No. 202303030112
Complete Legal Description on Page 5 of this Document
Assessor's Tax Parcel or Account Numbers: 0420211030
Reference Number of Related Document(s): N/A

Onsite Sewer Management & BMP Facilities Agreement

A. Parties. The parties to this agreement are Grantee City of Puyallup, a Washington State municipal corporation (City), and Grantor landowner Puget Sound Energy, Inc., a Washington Corporation (Landowner).

B. Property. Landowner is the owner of certain real property (Property), which is legally described in this document and is located at the following address: 325 Todd Road NW, Puyallup, WA 98371.

C. Development Plan & Onsite Sewer Facilities. The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as PSE Operational Training Center, provides management of Onsite Sewer that is associated with the Property through the use of identified Onsite Sewer facilities or best management practices (collectively, Onsite Sewer Facilities). Upon approval of the Plan by the City, the Plan shall be incorporated herein by this reference. In accordance with the Plan, Landowner shall adequately construct, operate, use, maintain and repair the Onsite Sewer Facilities.

D. Agreement. On the terms and conditions set forth herein, the City and Landowner agree as follows:

1. The Onsite Sewer Facilities shall be constructed, operated, used, maintained and repaired by Landowner in accordance with the requirements of the Plan, and any other applicable law or regulation.

2. Landowner (which expressly includes its agents, successors and assigns, including any homeowners association) shall adequately and properly operate, use, maintain and repair the Onsite Sewer Facilities as described in the maintenance and operations manual, which is on file with the City, and may be attached and recorded herewith as Exhibit A. This duty extends to associated pipes, as well as all structures and improvements that are provided to control the quantity and quality of the sewage. Adequate maintenance shall mean maintenance that is sufficient to keep the Onsite Sewer Facilities in good working order and operating so as to satisfy the design and performance standards of the Plan.

3. The Landowner must regularly inspect the Onsite Sewer Facilities and submit inspection reports to the City at least once a year for the two years following the City's final occupancy approval. The purpose of these inspections is to ensure the Onsite Sewer Facilities are safe and functioning properly. The inspection must cover the entire Onsite Sewer Facilities, including, but not limited to, the STEP system tanks and pump. Any deficiencies or performance issues must be noted by a certified septic service company. The inspection report must be in a format and contain content as prescribed by the City, which may change from time to time. An example report form may be attached as Exhibit B. After the initial two-year period, inspections must occur at least every five years or at the direction of the certified septic service company, but may be required more frequently at the City's discretion if the public works director or designee identifies a reasonable concern that the Onsite Sewer Facilities are negatively impacting the City sewer system.

4. Landowner hereby grants permission to the City to enter upon the Property to inspect the Onsite Sewer Facilities. Except in case of emergency, the City shall provide Landowner with at least forty-eight (48) hours written notice prior to entering on to the Property. Landowner shall be entitled to have a representative accompany the City during such inspection. The City shall provide Landowner with copies of written inspection reports.

5. If Landowner fails to adequately and properly operate, use, maintain or repair the Onsite Sewer Facilities, the City shall notify Landowner in writing and provide Landowner with a reasonable opportunity to cure. If Landowner fails to timely cure, then the City may enter upon the Property and remedy the issue(s) identified in the notice and those reasonably related thereto; Furthermore, if the City performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like while remedying the identified issues, the City may charge the cost of the remedy to Landowner, and Landowner shall promptly pay the costs to the City. Notwithstanding the foregoing, the City shall be under no obligation to inspect, maintain or repair the Onsite Sewer Facilities.

6. Landowner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations, performed by Landowner, or on Landowner's behalf, that relate to the Onsite Sewer Facilities and the subject matter of this agreement, except for injuries and damages caused by the negligence of the City.

E. Covenant. The terms and provisions of this agreement constitute a covenant, which is subject to the following: This covenant is an equitable covenant. It touches and concerns the land that is described as the Property herein. The parties intend that this covenant shall bind the parties' successor and assigns. This covenant shall run with the land that is described as the

Property herein, and shall bind whoever has possession of the land, in whole or in part, without regard to whether the possessor has title, or has succeeded to the same estate that granting parties have or had. Possessors shall include, but are not limited to, leasehold tenants, contract purchasers, subtenants, and adverse possessors. This covenant shall run with the land even in the absence of the transfer of some interest in land, other than the covenant itself, between Landowner and the City. This covenant shall not be governed by the mutuality rule. The burden of the covenant can run independently from the benefit of the covenant, and the benefit need not run. The benefit may be in gross or personal to Landowner or the City. Landowner waives its right to assert any defenses to the enforcement of this covenant, including, but not limited to, the change of neighborhood doctrine, laches, estoppel, balancing of hardships, and abandonment. If Landowner breaches any term of this covenant and agreement, then all remedies in equity and at law, including, but not limited to, injunctions, mandamus, declaratory judgments, and damages, shall be available to the City.

F. Governing Law & Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

LEGAL DESCRIPTION OF LAND

THAT PORTION OF THE WILLIAM BENSTON DONATION LAND CLAIM NO. 47 IN SECTIONS 16 AND 21, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING SOUTHERLY OF CHICAGO, MILWAUKEE & ST. PAUL RAILROAD RIGHT OF WAY AND LYING WESTERLY OF NORTH MERIDIAN (AKA SR 161) AND LYING NORTHERLY OF TODD ROAD NORTHWEST (AKA 23RD AVENUE NORTHWEST) AND LYING EASTERLY OF THAT 15 FOOT STRIP CONVEYED TO PIERCE COUNTY FOR ROAD PURPOSES (4TH STREET NORTHWEST, AKA DESHAUX LANE) NY DEED RECORDED UNDER RECORDING NO. 1783507.

(ALSO KNOWN AS REVISED LOT 1 OF DECLARATION OF LOT BOUNDARY ADJUSTMENT RECORDED UNDER RECORDING NO. 202303030112)

Exhibit A

The following manual will be used to maintain the Puget Sound Energy Operational Training Center On-Site Sewer System.

<https://cityview.puyallupwa.gov/Workspace/CityViewDMS/Document?id=186252>

The following manual will be used to maintain the Puget Sound Energy Operational Training Center Sewage Pump.

https://www.libertypumps.com/Portals/0/Files/Install%20Manuals/English/3473000_EN.pdf?ver=6Ye7RWJ9nuw-_paOVb3rRw%3d%3d

Exhibit B

Maintenance Log

A maintenance log will be created by the certified Tacoma-Pierce County Health Department Septic Service Company at the time of each inspection.