

**RIGHT OF ENTRY AGREEMENT TO ALLOW
EAST TOWN CROSSING REPRESENTATIVES TO ENTER SITE TO PERFORM MAINTENANCE,
MONITORING AND CORRECTIVE ACTIONS IN ASSOCIATION WITH
EAST TOWN STREAM RESTORATION AREA**

WHEREAS, Grantor East Town Crossing LLC **and Grantee,** Williams Northwest Pipeline LLC **(property owner), agree to the terms and conditions of this Right of Entry Agreement, as set forth below.**

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.) See Exhibit A for Full Legal Description

Section 26 Township 20 Range 04 Quarter 44: TCO 27-759 OPTG PROP BEG AT SE COR OF SE TH W 640 FT TH N TO SLY LI OF N P RR TH SELY ON SD SLY LI TO E LI OF SD SE TH S TO BEG EXC CO RD ETN # 403296 DC041895DL

Specific Area of Work: Please see Exhibit B

Assessor Parcel No: 0420264012

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. In conjunction with the Grantee’s proposed development of the subject property, the Grantor agrees to allow East Town Crossing LLC personnel and its representatives access to the subject property for purposes of inspection during the pendency of the described permit(s)/approval(s) associated with the development of the subject property.
3. Before commencing any work, the Grantee will obtain (or ensure that its agents, consultants and contractors, as applicable, obtain) insurance certificate insuring against any liability arising out of any entry, tests or investigations of the Property pursuant to the provisions hereof. East Town Crossing will provide to Northwest Pipeline LLC a certificate of insurance evidencing East Town Crossing or East Town Crossing’s agents, consultants and/or contractors, as applicable, procurement of a commercial general liability insurance policy as required herein prior to or simultaneous with their conducting any physical inspection of the Property. Such insurance shall be in the amount of Five Thousand Dollars (\$5,000.00) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy shall name Norwest Pipeline LLC as an additional insured, and shall be primary and non-contributing with any other insurance of Norwest Pipeline LLC. The aforementioned insurance coverage may be obtained under a blanket policy carried by East Town Crossing or its agents, consultants or contractors, as the case may be.
4. In consideration of Northwest Pipeline LLC granting this Agreement, East Town Crossing, to the extent allowed by Washington law, shall be solely responsible for and

liable for any injury or damage to persons or property, including wrongful death, arising out of any negligent act or willful act or misconduct of East Town Crossing and/or its employees, agents, contractors, subcontractors, independent contractors, or authorized representatives. To the extent allowed by Washington law, agrees it shall indemnify and hold harmless Williams Northwest Pipeline and Williams's officers, directors, members, employees, agents, and representatives against any expense, loss, cost, claim, demand, suit, judgment, or liability including defense costs and attorneys' fees that are paid, suffered or incurred as the result of any breach by East Town Crossing, its agents, servants, employees, contractors, subcontractors, visitors or licensees of any covenant or condition of this Agreement, or as a result of the East Town Crossing's use or occupancy of the Northwest Pipeline Property, or the carelessness, negligence, or improper conduct of East Town Crossing, its agents, servants, employees, contractors, subcontractors, visitors or licensees which causes any loss, cost, claim, demand, suit, judgment, or liability to be incurred by East Town Crossing.

B. Access.

1. Grantor hereby grants to East Town Crossing, LLC personnel and its representatives access to the subject property for purposes of inspection during the pendency of the described permit(s)/approval(s) associated with the development of the subject property.
2. Grantor further grants to East Town Crossing, LLC personnel and its representatives access to the subject property for purposes of completion of work guaranteed for site stabilization, completion of conditions of approval and/or mitigation measures, performing reclamation of the site, or correcting storm drainage historical and or deteriorated conditional defective work or facilities.
3. This right of entry shall commence on the date of signing of this agreement and shall expire five years following City of Puyallup permit approval of the adjacent property's Site Plan Approval and Site Development that all necessary conditions of approval, permit requirements, ordinance requirements, or mitigation measures have been met and the development proposal has been completed (including work occurring pursuant to a financial guarantee).

C. Successors and Assigns.

1. This agreement is intended to protect the value and desirability of the subject property and to benefit all parties, East Town Crossing and Williams Northwest Pipeline LLC. It shall run with the land and 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 _____, 2021.

East Town Crossing

Williams Northwest Pipeline

Signature

Signature

Address

Address

City, State, Zip

City, State, Zip

STATE OF WASHINGTON)
)
County of Pierce)

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

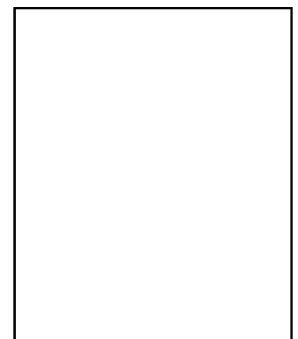
DATED this _____ day of _____, 2021.

Signature

Print Name

Title

My Appointment Expires _____



STATE OF WASHINGTON)
)
County of Pierce)

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

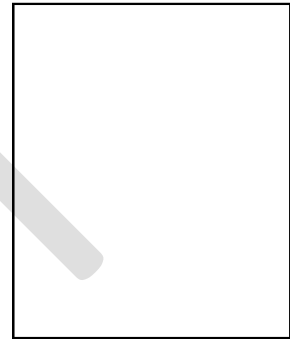
DATED this _____ day of _____, 2021.

Signature

Print Name

Title

My Appointment Expires _____



DRAFT

EXHIBIT A
PARCEL LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH $89^{\circ} 55' 15''$ WEST ALONG THE SOUTH OF SAID SUBDIVISION 116.40' TO THE INTERSECTION WITH THE REVISED WEST MARGIN OF PIONEER WAY AS SHOWN ON THE AS-BUILT ROAD PLANS OF PIONEER WAY FROM MP 2.00 TO 2.19 DATED 1-4-79 ON FILE AT THE PIERCE COUNTY PUBLIC WORKS DEPT.; THENCE CONTINUING SOUTH $89^{\circ} 55' 15''$ WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 313.80' TO THE WEST MARGIN ON THE 75' GAS PIPELINE EASEMENT (NOW NW PIPELINE INC) TO SAID POINT BEING THE T.P.O.B.; THENCE CONTINUING SOUTH $89^{\circ} 55' 15''$ WEST ALONG SAID SOUTH LINE 209.81' TO THE WEST LINE OF THE EAST 640' OF SAID SUBDIVISION; THENCE NORTH $31' 26''$ WEST OF ALONG SAID WEST LINE 186.81' TO THE SOUTH MARGIN OF PIONEER WAY; THENCE SOUTH $75^{\circ} 24' 30''$ EAST ALONG SAID MARGIN 288.111' TO THE WEST MARGIN OF SAID GAS PIPELINE EASEMENT; THENCE SOUTH $30^{\circ} 35' 12''$ WEST ALONG SAID WEST MARGIN 132.25' TO THE SOUTH LINE OF SAID SUBDIVISION AND THE T.P.O.B.

SAID AREA OF WORK FOR PRESCRIBED ACCESS BEING DESCRIBED IN EXHIBIT B:

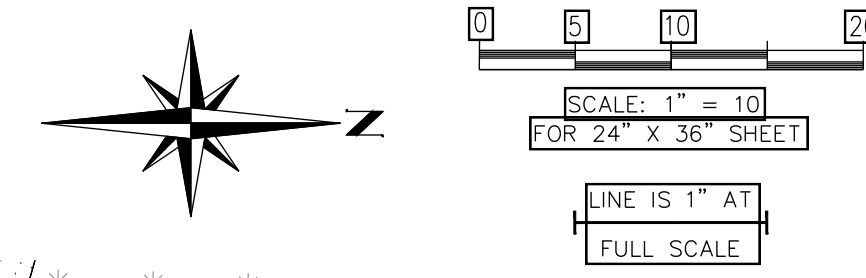
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EAST TOWN CROSSING

SEC. 26,35/ TWP. 20 N./ RGE. 4 E., W.M.

WILLIAMS STREAM RESTORATION AREA

EXHIBIT B



APPROVED

BY: _____
 CITY OF PUYALLUP
 DEVELOPMENT ENGINEERING

DATE: _____

NOTE: THIS APPROVAL IS VOID AFTER 180 DAYS FROM APPROVAL DATE. THE CITY WILL NOT BE RESPONSIBLE FOR ERRORS AND/OR OMISSIONS ON THESE PLANS. FIELD CONDITIONS MAY DICTATE CHANGES TO THESE PLANS AS DETERMINED BY THE DEVELOPMENT ENGINEERING MANAGER.

**East Town Crossing
 Williams Stream
 Restoration Area
 Exhibit B**

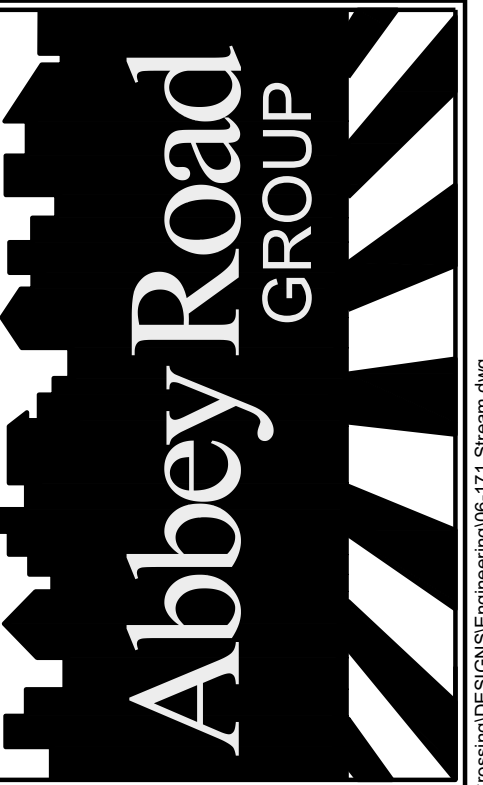
Puyallup, WA

FOR: **East Town Crossing, LLC.**

1001 Shaw Road
 Puyallup, WA 98372

**Abbey Road Group
 Land Development
 Services Company, LLC**

2102 E MAIN AVE, SUITE 109
 PUYALLUP, WA 98372
 P.O. Box 1224, Puyallup, WA 98371
 (253) 435-3699, Fax (253) 446-3159



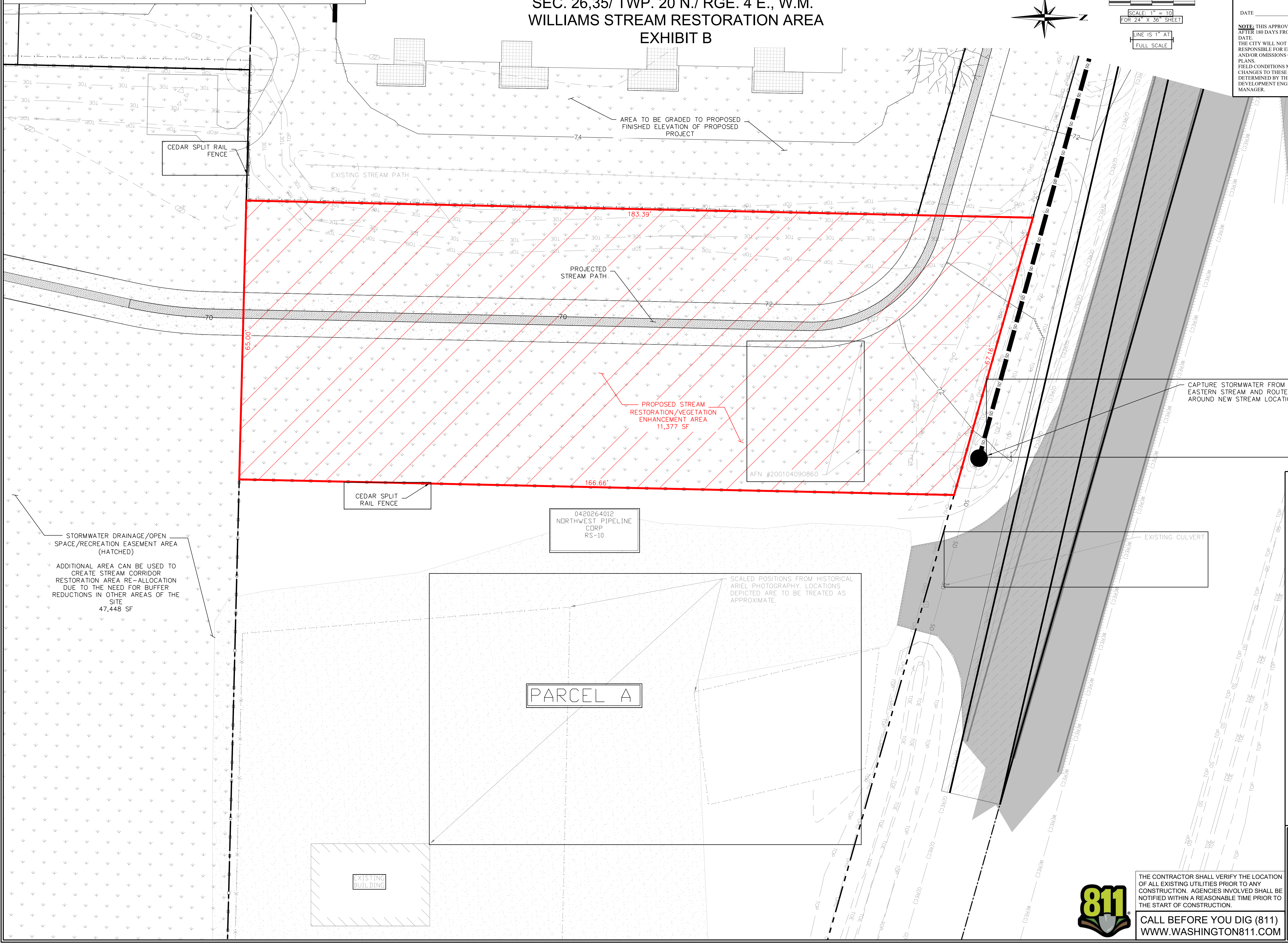
REVISIONS:	BY:	CHK:	APR:	DATE:	PER:

JOB #:	06-171-1
DESIGNED BY:	JMB
DEVELOPMENT REVIEW:	PRB
APPROVED BY:	GH
DRAFTED BY:	HPJ
DATE:	11/16/2021
SHEET:	



THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

CALL BEFORE YOU DIG (811)
WWW.WASHINGTON811.COM



File: T:\PROJECTS\FILES\ACTIVE\06-171-01 East Town Crossing\DESIGN\Engineering\06-171 Stream.dwg
 Plotted: 11/26/2021 11:33 AM
 Plotted by: Hanson, Justin@rdg