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Name & Return Address:

Clay Gustaves22909 NE Redmond Fall City Rd.Redmond, WA 98053**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

Document Title(s)	RIGHT OF ENTRY AGREEMENT
Grantor(s)	Northwest Pipeline LLC
_____ Additional Names on Page _____ of Document	
Grantee(s)	East Town Crossing LLC
_____ Additional Names on Page _____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	Section 26 Township 20 Range 04 Quarter 44:
Complete Legal Description on Page <u>4</u> of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	0420264012
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	
Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.	
The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

**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 Northwest Pipeline LLC (property owner), and Grantee, East Town Crossing LLC, 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 work in the specified work area as described in "Exhibit B" for purposes of inspection during the pendency of the described permit(s)/approval(s) associated with the development of the subject property.
3. Insurance Requirements Category 1 – See Exhibit C Master Service Agreement
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 Northwest Pipeline LLC and Northwest Pipeline LLC'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. This right of entry applies only for work in the specified area as described in "Exhibit B".
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. This right of entry applies only for work in the specified area as described in "Exhibit B".
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). This right of entry applies only for work in the specified area as described in "Exhibit B".

C. Successors and Assigns.

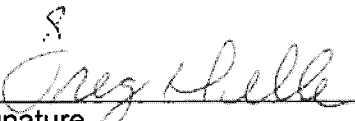
1. This agreement is intended to protect the value and desirability of the subject property and to benefit all parties, East Town Crossing LLC and Northwest Pipeline LLC. It shall run with the land and be binding on all parties having or acquiring any right, title, interest, or any part thereof, of the 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 2 day of FEBRUARY, 2022.

Dated this 26th day of January, 2022.

East Town Crossing LLC

Northwest Pipeline LLC


Signature


Signature

1001 Shaw Rd E
Address

22909 NE Redmond Fall City Road
Address

Puyallup Wash. 98372
City, State, Zip

Redmond, WA 98053
City, State, Zip

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Clay Gustaves 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.

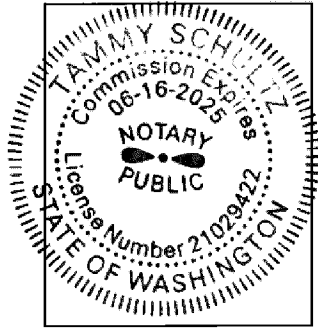
DATED this 26th day of January, 2022.

Tammy Schultz
Signature

TAMMY SCHULTZ
Print Name

NOTARY PUBLIC
Title

My Appointment Expires 6-16-2025



)
)
)

I certify that I know or have satisfactory evidence that Gregory Helle 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 2nd day of February, 2022.

Elizabeth C. Hulsmann
Signature

Elizabeth C. Hulsmann
Print Name

Business Manager
Title

My Appointment Expires 3/14/2025

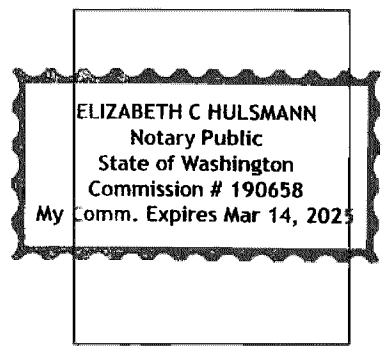


EXHIBIT A
PARCEL LEGAL DESCRIPTION

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:

EAST TOWN CROSSING
 SEC. 26, 35 / TWP. 20 N / RGE. 4 E., W.M.
 WILLIAMS STREAM RESTORATION AREA
 EXHIBIT B



APPROVED

DATE: 08/11/2014

PROJECT: WILLIAMS STREAM RESTORATION AREA EXHIBIT B

OWNER: EAST TOWN CROSSING, LLC

DESIGNER: ABBEY ROAD GROUP

SCALE: AS SHOWN

CHAINLINK 6-FT FENCE

CHAINLINK 6-FT FENCE

PARCEL A

STORMWATER DRAINAGE/SPILL SPACE/RECREATION EASEMENT AREA (CONTINUED)

ADDITIONAL AREA CAN BE USED TO COVER STREAM CORROSION RESTORATION AREA RE-ALLOCATION FOR THE NEED FOR BUFFER REDUCTIONS IN OTHER AREAS OF THE SITE

47,418 SF

AREA TO BE GRADED TO PROMOTE FASTER DRAINAGE OF PROPOSED PROJECT

PROPOSED STREAM PATH

PROPOSED STREAM RESTORATION/VEGETATION MANAGEMENT AREA

CAPTURE DOWNSTREAM FLOW EASTERN STREAM AND ROUTE AROUND NEW STREAM LOCATION

PROPOSED VEGETATION AREAS FOR WIDE SPREAD STREAM RESTORATION/VEGETATION MANAGEMENT AREA

EXISTING 20' WIDE EASEMENT

EXISTING 20' WIDE EASEMENT



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

East Town Crossing
 Williams Stream
 Restoration Area
 Exhibit B
 Puyallup, WA

East Town Crossing, LLC.
 1001 Silver Way
 Puyallup, WA 98472

Abbey Road Group
 Land Development
 Services Company, LLC
 2100 N. 10th St., Ste. 100
 P.O. Box 1224, Puyallup, WA 98471
 (253) 865-0000, Fax (253) 865-0006



DATE	08/11/2014
DESIGNED BY	JMB
DEVELOPMENT REVIEW BY	JMB
APPROVED BY	JMB
DRAWN BY	JMB
DATE	08/11/2014
SHEET	1

EXHIBIT C
MASTER SERVICE AGREEMENT – INSURANCE REQUIREMENTS
CATEGORY 1

Contractor will maintain or cause to be maintained in force throughout the performance of any part of the Work and for as long thereafter as necessary to support any post completion obligations of Contractor, the following minimum insurance coverages and limits described below with insurance companies having at least an A.M. Best A-VIII rating (or equivalent, if not rated by A.M. Best.) The limits and terms set forth below will not be construed to limit Contractor's liability. All costs and deductible amounts will be for the sole account of Contractor. The required liability insurance can be met under a primary or an excess policy or any combination thereof. Prior to commencing the Work hereunder, Contractor will deliver to Company certificate(s) of insurance on an Acord form (or other acceptable industry standard certificate of insurance form) evidencing the insurance, terms and conditions required below (including but not limited to additional insured and waiver of subrogation endorsements). Upon request, Contractor shall immediately provide copies of its insurance policies.

In all of Contractor's insurance policies, whether or not coverage is required by this Agreement, Contractor agrees to waive and will require its insurers to waive, by subrogation or otherwise, all rights of recovery they may have against Company Group. All policies providing the required insurance, with the exception of Workers' Compensation and Employers Liability, shall include Company Group as additional insured per ISO endorsements CG 2010 and CG 2037 (edition 10-01 or earlier) or equivalent forms and policies will respond as primary with respect to any other insurance or self-insurance available to Company Group. Contractor shall be fully responsible to Company for any deficiencies and/or limitations in coverage if a later edition of the required additional insured endorsements are used. Any additional cost associated with including additional insureds is part of the contract cost. Non-renewal, reduction in limits, or cancellation of policies providing the insurance described below will be effective only after written notice is received by Company from the insurance company or the Contractor thirty (30) days (except ten (10) days for non-payment of premium) in advance of any such non-renewal or cancellation.

In the event any policy(s) are "Claims Made" and are cancelled, Contractor shall provide substitute insurance policy(s) with terms and conditions and policy limits that comply with this Agreement including a retroactive date to the commencement date of this Agreement or the RFS, as applicable. Any such "Claims Made" policy or substitute or renewed policy(s) shall be maintained in full force and effect for at least three (3) years or provide for a three (3) year discovery period from the date Company accepts the Work.

If Contractor uses any Subcontractor to perform any Work, Contractor warrants that the subcontractor will maintain insurance meeting insurance requirements applicable to the Subcontracted Work as determined by Contractor and **Contractor shall be fully responsible to Company for any deficiencies of its Subcontractor's insurance. Contractor shall defend (at Company's options), indemnify and hold harmless Company Group from or against any Claims asserted or arising as a result of such deficiencies.**

Notwithstanding the insurance requirements below, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for Contractor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation insurance complying with the state and federal and regulations having jurisdiction over each employee and alternate employer endorsement in favor of Company, and Employer's Liability with limits of **\$500,000** each accident, **\$500,000** disease each employee, and **\$500,000** disease policy limit. **IF** Work is to be performed in North Dakota, Ohio, Washington and Wyoming, Contractor will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement.

2. GENERAL LIABILITY

Commercial General Liability insurance on an occurrence form with limits of not less than **\$1,000,000** per occurrence, and general and products-completed operations annual aggregates of **\$1,000,000**, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, riggers liability (if Work includes rigging and/or crane services), Contractual Liability Railroad Endorsement CG 2417 10 01, sudden and accidental pollution (unless provided under a separate pollution policy), and explosion, collapse, and underground (XCU).

3. AUTOMOBILE LIABILITY

Automobile Liability insurance with limits of not less than **\$1,000,000** each accident for bodily injury and property damage to include coverage for any auto (including owned, non-owned, and hired vehicles). **IF** Contractor's Work involves hauling, delivering or transportation of goods, Contractor will comply with the Motor Carrier Act of 1980 required limits of financial responsibility and **IF** Work involves hauling hazardous materials include pollution coverage equivalent to that provided under ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA 99 48) or equivalent and the Motor Carrier Act endorsement (MCS90) shall be included.

4. CONTRACTOR'S EQUIPMENT FLOATER

Contractor shall maintain and shall cause all Subcontractors to maintain, equipment insurance covering all equipment (whether owned, rented, or borrowed) of Contractor or Subcontractor. It is understood that coverage shall not be included under any Company policy(s).