



DAVE UP THE GROVE
COMMISSIONER OF PUBLIC LANDS

RIGHT OF ENTRY FOR ACCESS TO CITY OF EVERETT FOREST LANDS

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and the City of Everett, a Washington mutual corporation, ("Licensor").

THE Parties agree as follows:

SECTION 1 GRANT OF PERMISSION

1.1 Permission. Subject to the terms and conditions set forth below, Licensor hereby grants State a revocable, nonexclusive license to enter upon the real property described in Exhibit A (the "Property") for the purpose of conducting the Authorized Activities described below. In this agreement, the term "Right of Entry" means this agreement and the rights granted.

1.2 Permittees and Assignment. The Right of Entry may be exercised by State and State's employees, agents, contractors, consultants, guests, purchasers of timber or other profits, and their agents engaged in the Authorized Activities ("Permittees"). Restrictions and rights of State shall apply equally to the Permittees. State shall not otherwise assign or transfer this Right of Entry.

SECTION 2 USE

2.1 Authorized Activities. State may enter the Property only for the activities described in detail in Exhibit B ("Activities"). State shall not conduct any other activities on the Property without the prior written permission of Licensor, which may be withheld at Licensor's sole discretion. Activities shall not interfere in any way with any of the Licensor's use of the Property.

2.2 Restrictions on Activities.

- (a) State shall not cause or permit waste, deposit of material, or damage to natural resources unless approved by Licensor in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) State shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances on the Property except in accordance with all applicable laws. If State's act or omission results in a release of Hazardous Substances, State,

at its sole expense, shall promptly take all actions necessary or advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws. State shall immediately notify Licensor.

- (c) “Hazardous Substance” means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including oil and petroleum products.
- (d) State shall work in good faith to exercise the Right of Entry in a manner that minimizes or avoids interference with the Licensor’s use of the Property. Licensor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether State (and its Permittees) is/are complying with the terms of this License. Licensor reserves the right to make alterations to the Licensed Property as Licensor deems necessary, and State (and its Permittees) shall permit Licensor to enter the Property for this purpose at any time.
- (e) State (and its Permittees) shall use care to avoid damaging or destroying Licensor property by reason of its operations pursuant to this License. The consideration covers minor incidental damage to nearby residual trees and logs. If Licensor determines that damage to timber resources exceeds \$10,000.00, State is responsible for reimbursing Licensor the Delivered Log Value of the damaged forest resources minus \$10,000.00. Any damage to roads or other non-timber Licensor property as the direct result of this License shall be repaired at the expense of State.
- (f) Before commencing Activities on the Property, the Parties shall coordinate an estimated schedule of work. State shall provide Licensor a minimum of 24 hours verbal or written notice before the start of on-site activities not identified on the schedule, unless the Parties otherwise agree on notification.

2.3 Conformance with Laws. State shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its activities on the Property.

SECTION 3 TERM

3.1 Term Defined. This right of entry commences on the first day of April 2025 (“Commencement Date”), and terminates on the thirtieth day of April 2025 (“Termination Date”), unless terminated sooner under the terms of this Right of Entry.

3.2 End of Term. Upon termination of this Right of Entry and except as otherwise provided in Exhibit B, State shall restore the Property to a condition equal to, or better than the condition immediately prior to State’s Activities.

SECTION 4 CONSIDERATION

The consideration is Licensor’s agreement to a payment of \$45,000 to be paid by the State prior to moving any equipment onto Licensor’s property paid in full to: Treasurer, City of Everett, 2930 Wetmore Avenue, Everett, WA 98201.

SECTION 5 INDEMNITY AND INSURANCE

5.1 Indemnity.

- (a) State shall indemnify, defend, and hold harmless Licensor, its employees, officers, and agents from any Claims arising out of the Activities or related activities by State and its Permittees.
- (b) "Claim" as used in this Subsection 5.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, including damage resulting from Hazardous Substances, and damages resulting from loss of use of the Property.
- (c) State's obligation to indemnify, defend, and hold Licensor harmless for claims extends only to the percent of negligence of State and its Permittee in contribution to such claim.
- (d) State waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold Licensor and its agencies, officials, agents, or employees harmless.

5.2 Insurance Terms. State warrants that it has capacity to self-insure for the risks and coverages necessary for the Authorized Activities.

SECTION 6 TERMINATION

6.1 Termination by Revocation. Either party may terminate this Right of Entry at any time upon 7 days' notice to the other Party. If Licensor revokes this Right of Entry before the Termination Date, Licensor shall refund to State the pro rata share of the fee attributable to the unexpired term of the License.

6.2 Termination by Completion of Activities. If State completes Activities prior to the Termination Date, this Right of Entry terminates upon State's written notice to Licensor that State has completed all Activities.

SECTION 7 NOTICE

All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in this section. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid.

Following are the locations for delivery of notice and the Contact Person. Any Party may change the location of notice and/or the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits Aquatic District
919 N. Township St, Sedro-Woolley, WA 98284

Licensors: CITY OF EVERETT
Anna Thelen, Senior Environmental Specialist
City of Everett Public Works
3200 Cedar St
Everett, WA 98201
425-257-7726
athelen@everettwa.gov

SECTION 8 MISCELLANEOUS

8.1 Headings. The headings used in this Right of Entry are for convenience only and in no way define, limit, or extend the scope of this Right of Entry or the intent of any provision.

8.2 Invalidity. The invalidity, voidness, or illegality of any provision of this Right of Entry does not affect, impair, or invalidate any other provision of this Right of Entry.

8.3 Applicable Law. This Right of Entry is to be interpreted and construed in accordance with the laws of the State of Washington. Exclusive venue for any action arising out of or in connection with this Right of Entry is in the Superior Court for Snohomish County, Washington.

8.4 Modification. No modification of this Right of Entry is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

8.5 Additional Provision(s). The parties will comply with any Additional Provision(s) in Exhibit C. If an Additional Provision contains an obligation concerning events or conduct after the termination of this License, then the obligation survives the termination.

8.6 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in this Right of Entry unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 4/7/2025, 20____

Michael Gorman

By: Thomas Gorman
Title: Aquatics Division Manager
Address: 1111 Washington St, Olympia, WA 98501
Phone: 360-701-7692

CITY OF EVERETT

Dated: 4/8/2025, 20____

Cassie Franklin

By: Cassie Franklin
Title: Mayor, City of Everett
Address: 2930 Wetmore Avenue
Suite 10-A
Everett, WA 98201

Approved as to Form:

Dated: 4/7/2025, 20____



By: Tim Benedict
Title: Deputy City Attorney
Address: 2930 Wetmore Avenue
Suite 10-C
Everett, WA 98201

Attest:

Dated: 4/8/2025, 20____

Ashleigh Scott

By: Ashleigh Scott
Title: City Clerk
Address: 2930 Wetmore Avenue
Suite 1-A
Everett, WA 98201

EXHIBIT A

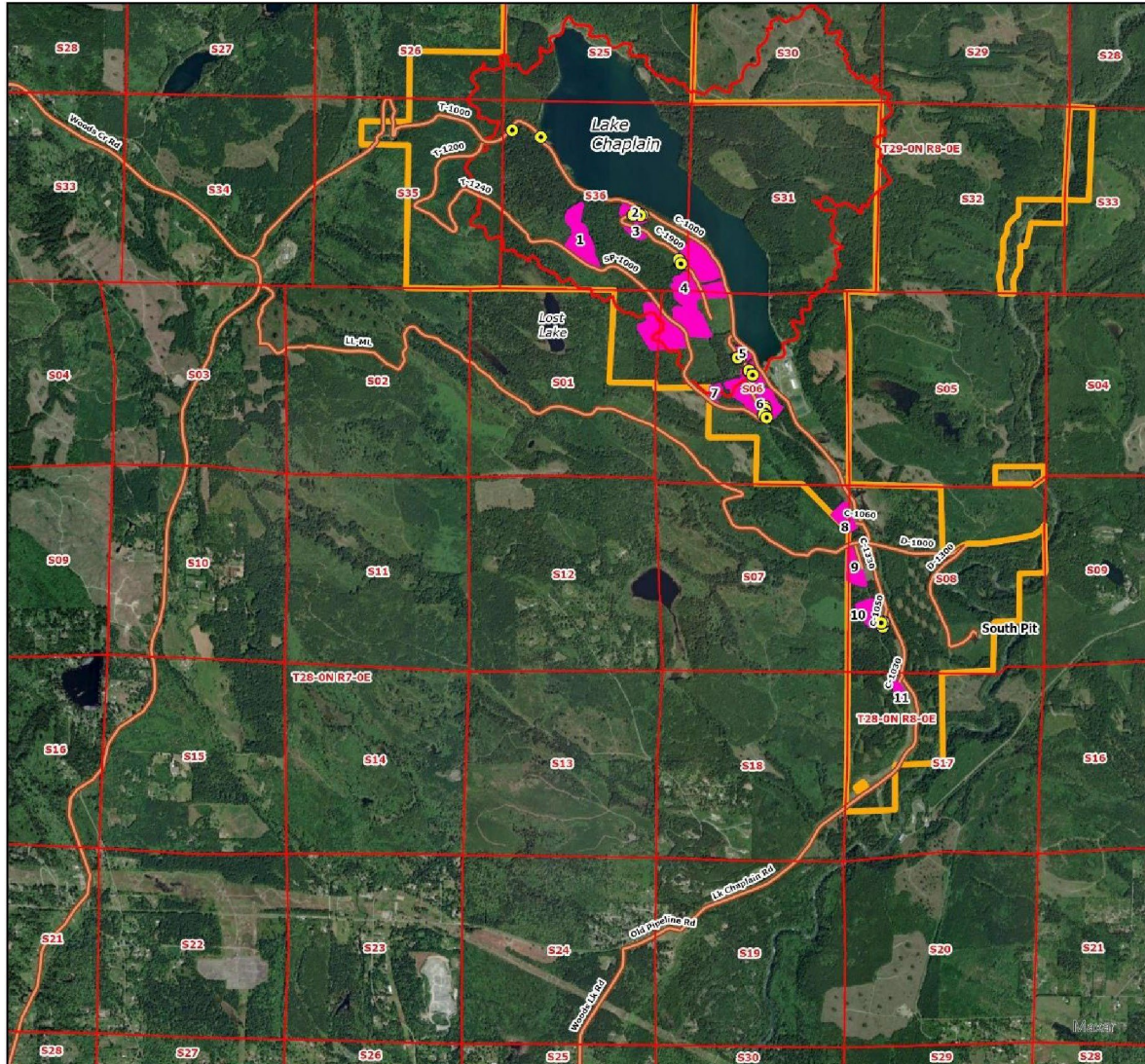
The location of each log to be removed is listed in the table below and shown on the map on the following page:

Log #	Unit ID	Latitude	Longitude	Northing	Easting
1	10	47.92457363	-121.817043	947743.4618	1317448.331
2	10	47.92486952	-121.8172259	947852.1561	1317405.274
3	10	47.92491261	-121.8170051	947866.9694	1317459.693
4	6	47.94044792	-121.8306905	953590.7485	1314199.636
5	6	47.9406577	-121.8310205	953668.6432	1314120.039
6	6	47.94070694	-121.8309629	953686.3695	1314134.472
7	6	47.94103331	-121.8308786	953805.0821	1314157.141
8	6	47.94105445	-121.8308516	953812.6847	1314163.886
9	6	47.94118247	-121.8309459	953859.7787	1314141.557
10	6	47.9411968	-121.8310454	953865.4173	1314117.259
11	6	47.94126607	-121.8309102	953890.1298	1314150.831
12	6	47.94236434	-121.8384631	954322.1201	1312306.23
13	6	47.94369288	-121.8323644	954781.48	1313809.315
14	6	47.94399566	-121.8328182	954893.8176	1313699.955
15	6	47.94403632	-121.8327865	954908.5191	1313707.97
16	5	47.94499179	-121.8341048	955262.5473	1313390.749
17	5	47.94502045	-121.8338479	955271.9382	1313453.897
18	4	47.95213396	-121.8407559	957895.7542	1311804.808
19	4	47.95216977	-121.8407857	957908.9437	1311797.725
20	4	47.95223326	-121.8409388	957932.7412	1311760.609
21	4	47.95224251	-121.8409124	957936.0072	1311767.139
22	4	47.95228084	-121.8409096	957949.9807	1311768.051
23	4	47.95243557	-121.8410093	958006.8427	1311744.574
24	2	47.95577918	-121.8455086	959245.4208	1310662.731
25	2	47.95580766	-121.8463027	959259.1289	1310468.317
26	2	47.95582182	-121.8452395	959259.851	1310728.955
27	2	47.95591629	-121.8459562	959297.3092	1310553.911
28	2	47.95601963	-121.8459197	959334.857	1310563.481
29	T-1000 ROW	47.96164934	-121.8569803	961435.1039	1307888.38
30	T-1000 ROW	47.9621252	-121.8602694	961622.588	1307085.437

Date:
02/13/25

Snohomish County,
Washington

Lake Chaplain LWD Salvage - Vicinity Map



Legend

- C City Ownership
- Salvage Unit
- Pertinent Roads
- C::O Lake Chaplain Watershed
- + Rock Pit
- 0 Log Locations

N

0 0.5 2
Miles

Roots Forestry Consulting 2025

1:48,000

WA DNR Right of Entry for Access to City of Everett Forest Lands

Right of Entry No. 23-108903

City of Everett Forestry Agreement No. 2025-03

Category 2: For official use only / disclosure permissible by law.

EXHIBIT B AUTHORIZED ACTIVITIES

Any deviation from the following must be granted in writing by Licensor

Log Removal Authorization

State is authorized to remove up to 30 Douglas-fir logs and root wads from Licensor's property for salmon enhancement projects. The exact log locations are described in Exhibit A. Logs are marked in the field with pink paint and orange flagging. Substituting logs of similar size and species may be permitted by Licensor. Licensor reserves the right to allow additional logs to be removed under this License.

Removal of Logs

State shall make every effort to remove the authorized logs without damaging nearby logs, snags, or merchantable trees. If another log needs to be moved in order to remove an authorized log, it shall be bucked into 40ft segments and carefully placed intact out of the way on the forest floor. Standing snags may be felled for safety reasons only if preapproved by Licensor. Non-merchantable trees and vegetation are expected to be disturbed during the removal process, but no merchantable trees are to be felled. Excessive damage to timber products is addressed in clause 2.2 of this License.

Log Haul & Designated Haul Routes

State shall inform Licensor of all anticipated traffic associated with this License. A minimum 24-hour notice is required prior to log haul and heavy equipment mobilization/demobilization. All gates on Licensor property shall remain closed at all times unless otherwise specified by Licensor.

Post-haul maintenance shall be performed on all roads used under this License if needed to restore roads to prework conditions. Any damage caused to the roads or other non-timber Licensor property shall be repaired at the expense of State.

Log haul shall only occur according to the table below for each unit unless written permission is granted by Licensor:

- o Unit 5 & 6: SP-1000 to T-1240 to T-1200 to T-1000 to Woods Creek Rd
- o Units 2 & 4: C-1900 to C-1000 to T-1000 to Woods Creek Rd
- o Unit 10: C-1000 to LL-ML to Woods Creek Rd
- o T-1000 ROW: T-1000 to Woods Creek Rd

EXHIBIT C ADDITIONAL PROVISIONS

WATER QUALITY PROTECTION SPECIFICATIONS- IN WATERSHED WORK

The following are required when working inside the Lake Chaplain Watershed.
Watershed Boundaries are depicted on the map in Exhibit A.

I. DESCRIPTION

Water from Lake Chaplain Reservoir is used to provide drinking water for the majority of Snohomish County residents. State shall use EXTREME care to protect water quality in the watershed.

REGULATIONS

- A. Lake Chaplain and its tributaries are classified as “AA”, a designation reserved for very high quality waterways. No discharge of any waste or wastewater will be permitted to the reservoir or its tributary streams.
- B. State shall comply with regulations from the Department of Health, Rules and Regulations of the State Board of Health Regarding Public Water Systems (WAC 246-290) and Department of Ecology Water Quality Standards for Waters of the State of Washington (WAC 173-201).

II. CONTRACTOR REQUIREMENTS

- A. Compliance. State shall comply with the restrictions, requirements and methods listed below and it shall be State’s responsibility to ensure that workers are fully aware of the importance of maintaining high water quality in the watershed. All workers shall be familiar with these water quality protection specifications and understand that violation may be grounds for dismissal and/or contract termination.
 - 1. Site Requirements. State shall, where applicable, divert clean water around construction sites and yard areas to reduce the amount of water subject to contamination. Temporary ditches, culverts and dikes may be used. State shall disturb areas no larger than necessary for work yards and construction areas.
 - 2. State shall not discharge waste of any type into the Lake Chaplain Reservoir or its tributaries.
 - 3. State shall regularly instruct workers of the importance of maintaining sanitary conditions in the watershed and complying with specifications as they pertain to water quality protection. State shall make a copy of these specifications available to all workers in the watershed.

4. State shall not draw, dip or pump water from the Reservoir or its tributaries for drinking, culinary or other construction purposes without the written approval of Licensor's Contract Administrator.
5. Domestic animals are not permitted on the work site or in vehicles.
6. Swimming or other water contact activities are not permitted in the watershed. State shall discharge any worker violating this rule.
7. To the extent practical refueling and servicing of construction equipment shall be performed outside the watershed. When necessary to bring or dispense fuel, lubricants or other petroleum products into the watershed to service construction equipment, it shall be accomplished with the use of a designated refueling truck which has been suitably equipped for this purpose. The location for refueling and servicing of construction equipment shall be approved by Licensor's Contract Administrator prior to starting construction work. The cleanliness, condition, suitability and use of the refueling truck shall be subject to review by the Licensor's Contract Administrator.
8. During transfer of fuels from one container or vehicle to another, a competent operator shall be on-site to oversee the operation. Dispensing devices shall automatically shut off when the container is full. No overflows or spillage will be allowed. Condensation siphoned from fuel tanks shall not be discharged onto the ground or the surface waters. It shall be collected and disposed of off-site by State. Storage tanks shall be structurally capable of holding the full contents without leakage. Excessive rust, perforations, holes, splits, *et cetera*, on tanks will not be permitted. The fuel trucks shall be labeled or marked as such and shall carry a minimum of one 5-gallon bucket with lid, one shovel and oil absorptive pads for use in the event of a spill. Fueling of equipment shall not take place where spillage could contaminate the water of Lake Chaplain, tributaries and streams except as approved by Licensor's Contract Administrator.
9. All stationary equipment shall be stored in a designated storage and maintenance area. This includes generators, compressors and engine-driven pumps in addition to other equipment while not in use such as backhoes, loaders, dozers, trucks and other construction vehicles. Each equipment item to be left overnight shall have an oil absorbent pad placed beneath it and reasonable measures taken to protect against vandalism.
10. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing sheens. Pads need to be picked up immediately when equipment is moved. Also, when the equipment is moved, any contaminated soil beneath it shall be excavated to a minimum depth of 6 inches and disposed of off-site by State.

11. Petroleum products or waters containing sheens or rainbows shall not be discharged or be permitted to drain into the Reservoir. Spillage shall be mopped up immediately. Absorbent material and spillage shall be disposed of off-site by State.
12. In the event of repair or routine maintenance such as oil changes or adjustment of hydraulic gear, equipment shall be moved to a designated storage and maintenance location agreed to by Licensor's Contract Administrator.
13. Particular attention shall be given to housekeeping practices in the watershed. The area shall be kept free of trash, oily rags, empty containers etc. All extraneous or partially full containers of petroleum products or other chemicals shall be removed from the watershed at the end of each day.
14. Sanitary facilities provided by Licensor and rubbish containers provided by State shall be located at all work sites and all locations where workers gather prior to start of work or shift changes. Sanitary facilities shall be maintained by Licensor in a clean and sanitary condition and shall be serviced regularly to prevent spillage or undue odors. All personnel shall be required to exclusively use the sanitary facilities. Notice shall be given that offenders will be dismissed and shall not be rehired for work on this contract. Rubbish containers will have watertight lids, will be lined with plastic and will not be permitted to overflow. Whenever possible, sanitary facilities and rubbish containers shall be located, so that should a spill occur, it will drain away from the Reservoir.
15. Stockpiles of construction materials such as explosives and other potential pollutants shall be stored and protected from the effects of weather and surface runoff.

B. Earthwork.

1. State shall exercise judgment and skill in carrying out all earthwork-related activities due to the turbidity threat they pose to water quality. All work shall be within accepted standards of good practice for environmentally sensitive locations and as specified.
2. Constructed slopes whether temporary or permanent shall be constructed as shown on the Road Plan and/or as dictated by safe practice.
3. State shall conduct work activities under the premise that an intense precipitation event can occur at any time and preventive measures should be taken to protect against erosion. Temporary erosion control shall be installed prior to start of earthwork activities.

4. Drainage shall be arranged to avoid concentration of runoff. Preference shall be given to longer, less direct drainage paths to existing waterways utilizing overland flow through undisturbed areas.

C. Emergency Response.

1. Any condition causing or threatening to cause chemicals, petroleum products or large amount of turbid water to enter the Reservoir or natural streams, or an accident such as a vehicle entering the Reservoir will be considered an emergency condition and actions to stop or remove the violating conditions shall be taken immediately. State shall contact Licensor's Contract Administrator or Water Filtration Plant Personnel immediately. State shall have a list of emergency phone numbers readily available at all times. This list shall be coordinated with Licensor to ensure the inclusion of Licensor required emergency phone numbers.
2. State shall provide Licensor's Contract Administrator with a list of personnel, their addresses and telephone numbers who can be contacted if a spill occurs during the Licensee absence.
3. State shall immediately notify Licensor's Contract Administrator or City of Everett Filtration Plant at 425-257-8200 if an emergency condition occurs and maintain contact until the matter is corrected. Containment and clean-up measures are subject to review and approval by Licensor's Contract Administrator.
4. State shall provide and maintain at each active worksite an Emergency Oil spill kit with enough capacity to effectively control a container or equipment leak and to contain & recover a hazardous materials spill equal to the largest single on-site storage container volume. The Spill Kit shall be kept in a clearly labeled, waterproof container and include (but not limited to) the following items in appropriate quantities:
 - Shovel
 - Screened pitchfork
 - Flashlight including batteries
 - 5-gallon containers with lids
 - Oil absorbent pads/oil absorbent pellets
 - 30 gallon Plastic garbage bags