



DAVE UP THE GROVE
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS CONSERVATION LICENSE

License No. 23-108200

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF EVERETT PARKS & FACILITIES, ("Licensee").

THE Parties agree as follows:

SECTION 1 GRANT OF PERMISSION

1.1 Permission. Subject to the terms and conditions set forth below, State grants Licensee a revocable, nonexclusive license to enter upon the real property described in Exhibit A (the "Property"). In this agreement, the term "License" means this agreement and the rights granted.

1.2 Other Interests and Rights. This License is subject to all valid interests of third parties noted in the records of Snohomish County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington. Licensee is responsible for obtaining approvals from other persons, if any, who have an interest in the Property. This License is subject to the rights of the public under the Public Trust Doctrine or federal navigation servitude and treaty rights of Indian Tribes.

SECTION 2 USE

2.1 Authorized Activities.

(a) Licensee shall enter the Property only for the purpose of:

conducting the conservation activities described in Exhibit B (the "Activities")

and for no other purpose. Licensee shall not conduct any other activities on the Property without the prior written permission of State.

- (b) Warranties on Activities.
 - (1) Licensee warrants that no permit, law, or regulatory authority obligates Licensee to conduct the Activities.
 - (2) Licensee warrants that Licensee will not receive or gain compensatory mitigation or natural resource damage credits because of the Activities.
- (c) Licensee's breach of any warranty under Paragraph 2.1(b) is cause for Termination resulting from breach under Paragraph 9.3.
- (d) Restoration of Property Required Under Certain Conditions.
 - (1) If during the term of this License, the Activities cause unintended or unanticipated consequences that are deleterious to the Property or natural resources on the Property, or result in conditions that pose a threat to human health or safety, Licensee shall notify DNR immediately and make all necessary repairs or corrections to the natural resources and Property.
 - (2) If Licensee fails to take action in a timely manner, State may restore the natural resources or Property and charge Licensee restoration costs and/or charge Licensee for damages. On demand by State, Licensee shall pay all costs and/or damages.

2.2 Restrictions on Activities. The following limitations apply to the Property and adjacent state-owned aquatic land. Licensee shall not cause or permit:

- (a) Damage to natural resources, except to the extent expressly permitted in Exhibit B,
- (b) Waste, or
- (c) Deposit of material, unless approved by State 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.

2.3 Conformance with Laws. Licensee 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.

2.4 Interference with Other Uses.

- (a) Licensee shall exercise Licensee's right of entry under this License in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Property or surrounding lands and water.
- (b) Licensee and its agents, contractors, and subcontractors shall provide State with at least two (2) weeks notice before commencing any Activities. Licensee shall promptly notify State of any modifications in the schedule.

SECTION 3 TERM

3.1 Term Defined. This License commences on the 1st day of October, 2025 ("Commencement Date"), and terminates on the 30th day of September, 2027 ("Termination Date").

Date”), unless terminated sooner under the terms of this License.

3.2 End of Term. Upon termination of this License and except as otherwise provided in Exhibit B, Licensee shall restore the Property to a condition substantially like its natural state before Licensee’s Activities, except for alterations necessary under the Activities or otherwise authorized by State.

SECTION 4 CONSIDERATION

The consideration is a fee in the amount of Six Hundred Dollars (\$600), which is due and payable on or before the Commencement Date.

SECTION 5 IMPROVEMENTS

5.1 Improvements Defined.

- (a) “Improvements,” consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, and fixtures.
- (b) “Personal Property” means items that can be removed from the Property without
 - (1) injury to the Property, adjacent state-owned lands or Improvements or
 - (2) diminishing the value or utility of the Property, adjacent state-owned lands or Improvements.
- (c) “Improvements Owned by Others” are Improvements made by Others with a right to occupy or use the Property or adjacent state-owned lands.

5.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: In temporary Right of Entry Area A: thirteen (13) piles and three (3) eighteen (18) inch diameter railroad ties. In temporary Right of Entry area B: thirty-four (34) piles.

5.3 Construction, Major Repair, Modification, and Demolition.

- (a) Licensee shall construct no Improvements and make no modification of the Property (“Work”) except as described in Exhibit B.
- (b) Licensee shall preserve and protect Improvements Owned by Others, if any.
- (c) Before completing Work, Licensee shall remove all debris and restore the Property, as nearly as possible, to a substantially natural state, except for alterations necessary under the Activities or otherwise authorized by State.
- (d) Upon completing Work, Licensee shall promptly provide State with as-built plans and specifications.

5.4 Standards for Work.

- (a) Licensee shall not use or install treated wood at any location above or below water.

- (b) Licensee shall not use or install tires at any location above or below water.
- (c) Licensee shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of flotation material into the water.
- (d) Licensee shall not allow new floating structures to come in contact with underlying tidelands or bedlands ("ground out"). Licensee must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to maintain a distance of at least 1.5 feet (0.5 meters) between the bottom of the floats and the substrate.

5.5 Improvements at End of Term. Improvements installed by Licensee merge with the Property upon termination of the License, unless the Parties agree otherwise. Ownership of Improvements does not alter Licensee's obligations under Paragraph 2.1(d).

5.6 Disposition of Personal Property. Licensee shall remove Personal Property from the Property before termination of the License.

SECTION 6 ENVIRONMENTAL LIABILITY

6.1 Definitions.

- (a) "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.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 6.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70A.305 RCW, as amended.
- (d) "Licensee and affiliates" when used in this Section 6 means Licensee or Licensee's subcontractors, agents, employees, guests, invitees, or any person on the Property with the Licensee's permission.

6.2 General Conditions. Licensee shall exercise the utmost care with respect to Hazardous Substances.

6.3 Use of Hazardous Substances.

- (a) Licensee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Licensee shall not undertake, or allow others to undertake by Licensee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.

6.4 In the Event of a Release or Threatened Release.

- (a) Licensee shall immediately notify State if the Licensees become aware of any release or threatened release of Hazardous Substance on the Property.
- (b) If a Licensee's act or omission results in a release of Hazardous Substances, Licensee, 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.

SECTION 7 ASSIGNMENT

Licensee shall not assign this License.

SECTION 8 INDEMNITY AND INSURANCE

8.1 Indemnity.

- (a) Licensee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Activities or related activities by Licensee, its contractors, agents, invitees, guests, employees or affiliates to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Subsection 8.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, 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, diminution of value, and/or damages resulting from loss of use of the Property.
- (c) State shall not require Licensee to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of the State or State's elected officials, employees, or agents.
- (d) Licensee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this License shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Licensee or Licensee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Licensee and those acting on its behalf.

8.2 Insurance Terms.

(a) Insurance Required.

- (1) Licensee certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Subsection 8.2 and by Subsection 8.3, Insurance Types and Limits. Licensee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Licensee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Licensee shall provide State with at least thirty (30) days' written notice prior to any material changes to Licensee's self-insured funding mechanism.
- (2) Unless State agrees to an exception, Licensee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Licensee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
- (4) All insurance provided in compliance with this License must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

- (1) Licensee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this License covers these damages.
- (2) Except as prohibited by law, Licensee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this License.

(c) Proof of Insurance.

- (1) Licensee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this License and, if requested, copies of policies to State.
- (2) The certificate(s) of insurance must reference additional insureds and the License number.
- (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this License, as follows:

- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium,

- provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
- (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Licensee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) General Terms.
 - (1) State does not represent that coverage and limits required under this License are adequate to protect Licensee.
 - (2) Coverage and limits do not limit Licensee's liability for indemnification and reimbursements granted to State under this License.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this License, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Licensee.

8.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Licensee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Licensee's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.

- (i) Licensee shall comply with all State of Washington workers' compensation statutes and regulations. Licensee shall provide workers' compensation coverage for all employees of Licensee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Licensee's use, occupation, and control of the Property.
 - (ii) If Licensee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Licensee shall indemnify State. Indemnity shall include all fines; payment of benefits to Licensee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et seq.*) may require Licensee to provide insurance coverage for longshore and harbor workers other than seaman. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Licensee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Licensee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Auto Policy Insurance. If Licensee operates, maintains, loads, or unloads vehicles as part of the Activities, Licensee shall maintain auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars (\$1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".

SECTION 9 TERMINATION

9.1 Termination by Revocation. State may terminate this License at any time upon thirty (30) days notice to the Licensee.

9.2 Termination by Completion of Activities. If Licensee completes Activities prior to the Termination Date, this License terminates upon Licensee's completion of all Activities, including restoration of the Property under Subsection 3.2.

9.3 Termination Resulting from Breach. If Licensee breaches any terms of this License, State may terminate this License immediately upon notice to Licensee. If the breach arises from Licensee's failure to comply with restrictions on use under Paragraph 2.2 or results in damage to natural resources or the Property, State may restore the natural resources or Property and charge Licensee restoration costs and/or charge Licensee for damages. On demand by State, Licensee shall pay all costs and/or damages.

SECTION 10 NOTICE

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
919 North Township Street
Ali Trout – Aquatic Land Manager
564-209-6235
Ali.trout@dnr.wa.gov

Licensee: Darcie Byrd
425-257-7190
dbyrd@everettwa.gov

SECTION 11 MISCELLANEOUS

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

11.2 Invalidity. The invalidity, voidness, or illegality of any provision of this License does not affect, impair, or invalidate any other provision of this License.

11.3 Applicable Law and Venue. This License is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this License is in the Superior Court for Thurston County, Washington.

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

11.5 Survival. Any obligations of Licensee not fully performed upon termination of this License do not cease, but continue as obligations of the Licensee until fully performed.

11.6 Exhibits. All referenced exhibits and attachments are incorporated in this License unless expressly identified as unincorporated.

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

APPROVED AS TO FORM

Dated: 9/15/2025, 2025



By: TIM BENEDICT
Title: Deputy City Attorney
Address: 2930 Wetmore Ave, Suite 10-C, Everett,
WA 98201
Phone: 425-257-8669

CITY OF EVERETT

Dated: 9/15/2025, 2025

Cassie Franklin
By: CASSIE FRANKLIN
Title: Mayor of the City of Everett
Address: 2930 Wetmore Ave, Everett, WA 90201
Phone: 425-257-7115

ATTEST

Dated: 9/15/2025, 2025

Marista Jorve
By: MARISTA JORVE
Title: City Clerk
Address: 2930 Wetmore Ave, Suite 1A, Everett,
WA 90201
Phone: 425-257-8609

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 9/16/2025, 2025

Thomas Gorman
By: THOMAS GORMAN
Title: Aquatic Resources Division Manager
Address: 1111 Washington Street SE
Olympia, WA, 98504-7027

EXHIBIT A **PROPERTY DESCRIPTION**

Agreement Number: 23-108200

1. **PROPERTY DESCRIPTION:**

TEMPORARY RIGHT OF ENTRY "A" LICENSE NO. 23-108200 DESCRIPTION:

THAT PORTION OF LANDS FRONTING GOVERNMENT LOT 3 IN THE FRACTIONAL SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 5 IN THE FRACTIONAL SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF EVERETT CONTROL POINT "INCA 9" WHICH BEARS SOUTH 45°37'32" WEST, 2160.62 FEET FROM WASHINGTON DEPARTMENT OF TRANSPORTATION CONTROL POINT "GP31005-192";
 THENCE NORTH 75°21'46" EAST, A DISTANCE OF 1808.84 FEET TO THE CENTERLINE OF RIVERFRONT BOULEVARD AS PER THE PLAT OF THE TOWNS AT RIVERFRONT, RECORDED UNDER AUDITOR'S FILE NUMBER 201611215001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
 THENCE SOUTH 17°16'13" WEST ALONG SAID CENTERLINE, A DISTANCE OF 523.32 FEET TO THE CENTERLINE OF 36TH STREET;
 THENCE SOUTH 88°06'04" EAST ALONG SAID CENTERLINE, A DISTANCE OF 413.49 FEET TO THE WESTERLY WATERWAY LINE OF THE SNOHOMISH RIVER AS PER UNRECORDED PLAT OF EVERETT TIDE LANDS NO. 3, ON FILE WITH THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;
 THENCE NORTH 07°28'23" EAST ALONG SAID WATERWAY LINE, A DISTANCE OF 40.19 FEET TO THE NORTH MARGIN OF SAID 36TH STREET;
 THENCE CONTINUE NORTH 07°28'23" EAST ALONG SAID WATERWAY LINE, A DISTANCE OF 124.64 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 81°55'07" WEST, A DISTANCE OF 33.72 FEET TO THE MEAN HIGH TIDE LINE OF THE SNOHOMISH RIVER;
 THENCE NORTH 09°45'28" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 76.80 FEET;
 THENCE NORTH 07°14'42" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 41.45 FEET;
 THENCE NORTH 07°20'37" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 6.24 FEET;
 THENCE NORTH 12°04'27" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 27.93 FEET;
 THENCE NORTH 26°51'00" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 6.83 FEET;
 THENCE NORTH 30°23'49" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 6.96 FEET;
 THENCE NORTH 11°45'59" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 35.15 FEET;
 THENCE NORTH 60°02'55" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 4.89 FEET;
 THENCE NORTH 08°27'44" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 13.00 FEET;
 THENCE NORTH 04°52'44" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 46.92 FEET;
 THENCE NORTH 19°44'38" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 13.03 FEET TO THE NORTH LINE OF TIDELAND LOT 17, AS PER SAID UNRECORDED PLAT OF EVERETT TIDE LANDS NO. 3;
 THENCE SOUTH 88°06'04" EAST ALONG SAID NORTH LINE, A DISTANCE OF 28.75 FEET TO THE AFORESAID WATERWAY LINE;
 THENCE SOUTH 07°28'23" WEST ALONG SAID WATERWAY LINE, A DISTANCE OF 277.28 FEET TO THE POINT OF BEGINNING.
 CONTAINING 0.20 ACRES (8,513 SQUARE FEET) MORE OR LESS.

TEMPORARY RIGHT OF ENTRY "B" LICENSE NO. 23-108200 DESCRIPTION:

THAT PORTION OF LANDS FRONTING GOVERNMENT LOT 3 IN THE FRACTIONAL SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF EVERETT CONTROL POINT "INCA 9" WHICH BEARS SOUTH 45°37'32" WEST, 2160.62 FEET FROM WASHINGTON DEPARTMENT OF TRANSPORTATION CONTROL POINT "GP31005-192";
 THENCE SOUTH 17°21'54" EAST, A DISTANCE OF 3755.10 FEET TO THE CENTERLINE OF RIVERFRONT BOULEVARD AS PER THE PLAT OF OVERLOOK AT RIVERFRONT PHASE I, RECORDED UNDER AUDITOR'S FILE NUMBER 201609165006, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
 THENCE SOUTH 34°54'45" EAST ALONG SAID CENTERLINE, A DISTANCE OF 225.05 FEET;
 THENCE SOUTH 86°00'51" EAST, A DISTANCE OF 1050.36 FEET TO THE MEAN HIGH TIDE LINE OF THE SNOHOMISH RIVER AND THE POINT OF BEGINNING;
 THENCE NORTH 89°49'51" EAST, A DISTANCE OF 59.32 FEET TO THE WESTERLY WATERWAY LINE OF THE SNOHOMISH RIVER AS PER UNRECORDED PLAT OF EVERETT TIDE LANDS NO. 3, ON FILE WITH THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;
 THENCE SOUTH 00°10'09" EAST ALONG SAID WATERWAY LINE, A DISTANCE OF 78.00 FEET;
 THENCE SOUTH 16°14'28" WEST ALONG SAID WATERWAY LINE, A DISTANCE OF 177.98 FEET;
 THENCE SOUTH 16°41'37" WEST ALONG SAID WATERWAY LINE, A DISTANCE OF 561.64 FEET;
 THENCE NORTH 73°18'23" WEST, A DISTANCE OF 38.80 FEET TO THE AFORESAID MEAN HIGH TIDE LINE;
 THENCE NORTH 18°53'51" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 37.14 FEET;
 THENCE NORTH 21°53'16" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 52.95 FEET;
 THENCE NORTH 08°49'59" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 36.46 FEET;
 THENCE NORTH 28°13'37" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 29.48 FEET;
 THENCE NORTH 17°19'44" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 14.75 FEET;
 THENCE NORTH 35°56'26" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 23.28 FEET;
 THENCE NORTH 12°56'33" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 61.26 FEET;
 THENCE NORTH 12°27'41" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 48.74 FEET;
 THENCE NORTH 33°32'00" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 14.32 FEET;
 THENCE NORTH 18°39'56" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 18.66 FEET;
 THENCE NORTH 12°48'46" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 17.79 FEET;
 THENCE NORTH 13°33'26" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 42.81 FEET;
 THENCE NORTH 61°01'43" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 9.94 FEET;
 THENCE NORTH 06°15'58" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 20.72 FEET;
 THENCE NORTH 42°31'20" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 15.62 FEET;
 THENCE NORTH 06°17'46" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 16.63 FEET;
 THENCE NORTH 19°19'45" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 25.30 FEET;
 THENCE NORTH 44°00'39" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 9.27 FEET;
 THENCE NORTH 18°50'33" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 21.08 FEET;
 THENCE NORTH 29°50'58" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 23.38 FEET;
 THENCE NORTH 13°54'45" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 24.45 FEET;
 THENCE NORTH 48°02'06" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 13.60 FEET;
 THENCE NORTH 02°08'40" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 34.47 FEET;
 THENCE NORTH 34°43'16" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 10.62 FEET;
 THENCE NORTH 15°54'47" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 36.83 FEET;
 THENCE NORTH 04°58'35" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 30.67 FEET;
 THENCE NORTH 06°52'56" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 49.51 FEET;
 THENCE NORTH 03°01'31" WEST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 34.01 FEET;
 THENCE NORTH 04°52'30" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 21.18 FEET;
 THENCE NORTH 12°20'35" EAST ALONG SAID MEAN HIGH TIDE LINE, A DISTANCE OF 30.73 FEET TO THE POINT OF BEGINNING.
 CONTAINING 36,580 SQUARE FEET (0.84 ACRES), MORE OR LESS.

2. COORDINATES OF THE RIGHT OF ENTRY:

Project area in the beds of navigable waters and 1st class tidelands of the Snohomish River centered on 47.971026, -122.188543 for Area "A" and 47.956977, -122.188115 for Area "B".

3. APPROXIMATE SQUARE FOOTAGE OF RIGHT OF ENTRY:

Area "A": 8,513
 Area "B": 36,580
 Total square feet: 45,093 more or less

PLAN OF OPERATIONS EXHIBIT B

1. DESCRIPTION OF ACTIVITIES

- A. Existing Conditions.** The City of Everett WA Department of Facilities and Parks is proposing to remove derelict creosote pilings, derelict railroad ties, and remanent debris located at 3535 Riverfront Boulevard in Everett (Eclipse Mill Park and Lowell Riverfront Park) by removing thirteen (13) piles and three (3) eighteen (18) inch diameter railroad ties in temporary Right of Entry Area A and thirty-four (34) piles in temporary Right of Entry Area B. The forty-seven (47) pilings proposed to be removed and located in Area A and Area B are derelict creosote pilings located along the Snohomish River. There is also remnant debris along the riverbank in Area A. Licensee has submitted Attachment 1 to this Exhibit B that shows location of existing pilings and debris proposed for removal in Area A and Area B.
- B. Proposed Conditions.** The Licensee plans to remove derelict creosote pilings from Area A to the north and Area B to the south. Of the forty-seven (47) creosote treated wood piling being removed from state-owned aquatic land, thirteen (13) of them will be removed from areas adjacent to the Eclipse Mill Park site (Area A) and thirty-four (34) will be removed from areas adjacent to the Lowell Riverfront Park site (Area B).

Removal of creosote treated wood piling must follow DNR (2017) BMPs for removal of derelict creosote treated wood piling in Attachment 2. Substrate must not be shaken from the piling (and returned to the water) during removal. All debris created during removal of the creosote treated wood piling, railroad ties and concrete debris must be transported to an appropriate/approved upland disposal facility for disposal.

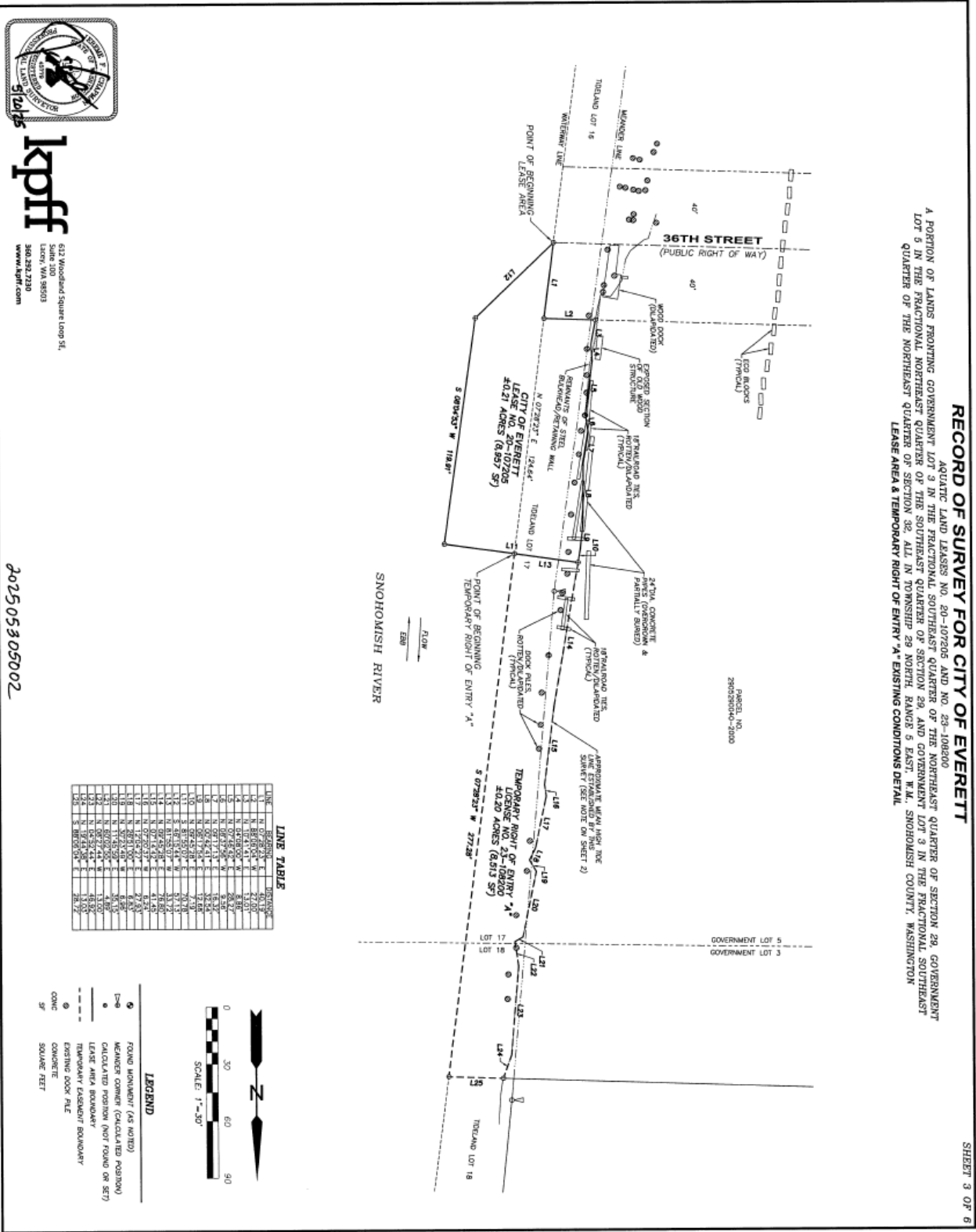
- C. Permits.** Licensee has secured the following permits:
- City of Everett Permit Services; Public Works Permit; Permit No. PW2412-011; Issued July 7, 2025.
 - City of Everett Land Use Hearing Examiner; Shoreline Substantial Development Permit and Floodplain Development Permit; Permit No. REVIII23-010; Issued October 1, 2024.
 - Department of Ecology; Substantial Development Permit; Permit No. 2024-NWRO-8272; Issued October 2, 2024.
 - Washington Department of Fish & Wildlife; Hydraulic Project Approval; Permit No. 2025-4-135+01; Issued March 19, 2025.
 - US Army Corps of Engineers; Nationwide Permit 27; Effective February 25, 2022; amended June 28, 2024.
 - US Army Corps of Engineers; Letter of Permission; Reference No. NWS-2023-709; Issued April 11, 2025.

State grants its consent to this Work, except that Licensee shall conform all Work to all other requirements of Section 5 of this License.

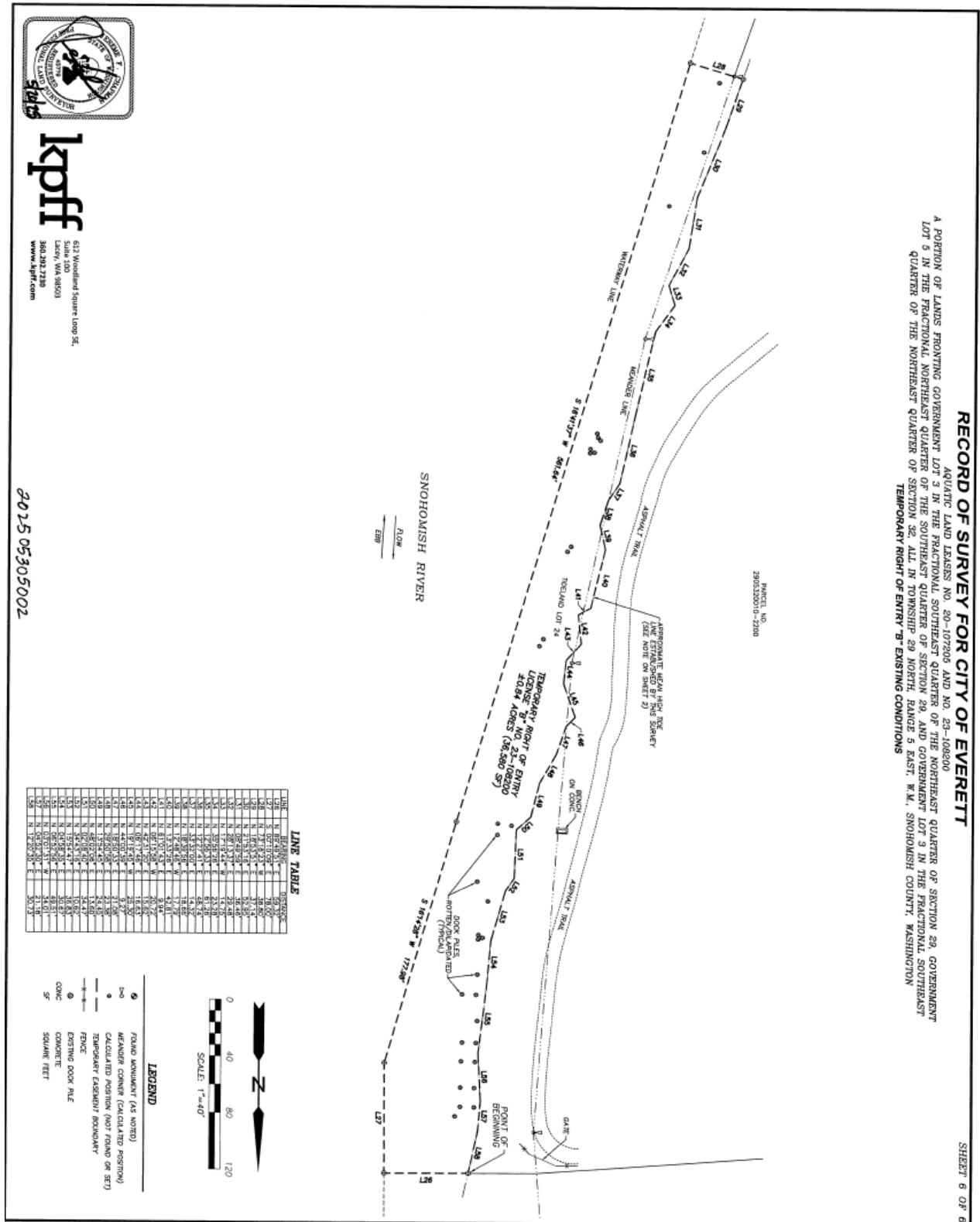
2. ADDITIONAL OBLIGATIONS

- (A) Licensee shall avoid damage caused by propeller wash from vessels.
- (B) Licensee shall not allow moorage or anchorage of vessels in water shallower than seven (7) feet, and shall not allow vessels to come in contact with underlying tidelands OR bedlands (commonly referred to as “grounding out”) at any time.

ATTACHMENT 1



ATTACHMENT 1



ATTACHMENT 2

Washington Department of Natural Resources Derelict Creosote Piling Removal Best Management Practices For Pile Removal & Disposal

The following Best Management Practices (BMPs) are adapted from EPA guidance (2005), Washington State Department of Transportation (WSDOT) methods and conservation activities as included in Joint Aquatic Resources Protection Application (JARPA) 2005, and Washington State Department of Resources (WADNR) “Standard Practice for the Use and Removal of Treated Wood and Pilings on and from State-Owned Aquatic Lands” 2005, as well as WADNR’s practical experience through managing piling removal projects since 2006. The purpose of these BMPs is to control turbidity and sediments re-entering the water column during pile removal, and prescribe debris capture and disposal of removed piles and debris.

BMP 1. PILE REMOVAL

Crane operator shall be experienced in pile removal. Piles will be removed slowly. This will minimize turbidity in the water column as well as sediment disturbance. Pulled pile shall be placed in a containment basin to capture any adhering sediment. This should be done immediately after the pile is initially removed from the water.

A. Vibratory extraction:

- 1) This is the preferred method of pile removal. Vibratory extraction shall always be employed first unless the pile is too decayed or short for the vibratory hammer to grip. After consultation with WADNR, the alternative options listed below may be used.
- 2) The vibratory hammer is a large mechanical device (5-16 tons) that is suspended from a crane by a cable. The hammer is activated to loosen the piling by vibrating as the piling is pulled up. The hammer is shut off when the end of the piling reaches the mudline. Vibratory extraction takes approximately 15 to 30 minutes per piling depending on piling length and sediment condition.
- 3) Operator will “Wake up” pile to break up bond with sediment.

Vibrating breaks the skin friction bond between pile and soil. Bond breaking avoids pulling out a large block of soil – possibly breaking off the pile in the process. Usually there is little or no sediment attached to the skin of the pile during withdrawal. In some cases material may be attached to the pile tip, in line with the pile.

B. Direct Pull:

- 1) This method is optional if the contractor determines it to be appropriate for the substrate type, pile length, and structural integrity of the piling. Vibratory extractor must be attempted first unless there is risk of greater disturbance of sediments.
- 2) Pilings are wrapped with a choker cable or chain that is attached at the top to a crane. The crane pulls the piling directly upward, removing the piling from the sediment.

C. Clamshell Removal:

- 1) Broken and damaged pilings that cannot be removed by either the vibratory hammer or direct pull may be removed with either a clamshell bucket or environmental clamshell.
- 2) A clamshell is a hinged steel apparatus that operates like a set of steel jaws. The bucket is lowered from a crane and the jaws grasp the piling stub as the crane pulls up.
- 3) The size of the clamshell bucket shall be minimized to reduce turbidity during piling removal.
- 4) The clamshell bucket shall be emptied of material onto a contained area on the barge before it is lowered into the water.

D. Cutting:

- 1) Is required if the pile breaks at or near the existing substrate and cannot be removed by other methods.
- 2) If a pile is broken or breaks during extraction, all of the methods listed below should be used to cut the pile.
 - a. Piles located in intertidal and shallow subtidal areas that are less than -10 feet deep MLLW shall be cut at least 2 feet below the mudline.
 - b. In subtidal areas that are greater than -10 feet deep MLLW, piles shall be cut at least 1 foot below the mudline.
 - c. Piles shall be cut off at lowest practical tide condition and at slack water. This is intended to reduce turbidity due to reduced flow and short water column through which pile must be withdrawn.
 - d. No hydraulic jetting devices shall be used to move sediment away from piles. Excavation of sediment in subtidal areas to expose broken piles shall be accomplished by divers using hand tools.

- e. The contractor shall provide the location of all the broken and cut piles using a GPS.

BMP 2. BARGE OPERATIONS, WORK SURFACE, CONTAINMENT

- A. Barge grounding will not be permitted.
- B. Work surface on barge deck or pier, or upland staging area shall include a containment basin for all treated materials and any sediment removed during pulling. Creosote shall be prevented from re-entering the water. Uncontaminated water run-off can return to the waterway.
 - 1) Containment basin shall be constructed of durable plastic sheeting with continuous sidewalls supported by hay bales, ecology blocks, other non-contaminated materials, or support structure to contain all sediment and creosote. Containment basin shall be lined with oil absorbent boom.
 - 2) Work surface on barge deck and adjacent pier shall be cleaned by disposing of sediment or other residues along with cut off piling as described in BMP #4.B.
 - 3) Containment basin shall be removed and disposed in accordance with BMP #4.B or in another manner complying with applicable federal and state regulations.
 - 4) Upon removal from substrate the pile shall be moved expeditiously from the water into the containment basin. The pile shall not be shaken, hosed-off, left hanging to drip or any other action intended to clean or remove adhering material from the pile.

BMP 3. DEBRIS CAPTURE IN WATER

- A. A floating surface boom shall be installed to capture floating surface debris. The floating boom shall be equipped with absorbent pads to contain any oil sheens. Debris will be collected and disposed of along with cut off piling as described in BMP #4.
- B. The boom may be anchored with four or fewer ½ ecology blocks or a similar anchoring device. These anchors must be removed once the project is complete. The anchor system shall be located to avoid damage from vessel props to eelgrass, kelp, and other significant macroalgae species. The line length between the anchor and surface float shall not exceed the water depth as measured at extreme high tide plus a maximum of 20 percent additional line for scope. The buoy system shall include a subsurface float designed to keep the line between the anchor and surface float from contacting the bottom during low tide cycles. The subsurface float shall be located off the bottom a distance equal to 1/3 the line length

- C. The boom shall be located at a sufficient distance from all sides of the structure or piles that are being removed to ensure that contaminated materials are captured. The boom shall stay in its

original location until any sheen present from removed pilings has been absorbed by the boom. BMP #3B may be used to keep the boom in its original location.

- D. Debris contained within boom shall be removed at the end of each work day or immediately if waters are rough and there is a chance that debris may escape the boom.
- E. To the extent possible all sawdust shall be prevented from contacting beach, bed, or waters of the state. For example, sawdust on top of decking should be removed immediately after sawing operations.
- F. Any sawdust that enters the water shall be collected immediately and placed in the containment basin.
- G. Piles removed from the water shall be transferred to the containment basin without leaving the boomed area to prevent creosote from dripping outside of the boom.

BMP 4. DISPOSAL OF PILING, SEDIMENT AND CONSTRUCTION RESIDUE

- A. Piles shall be cut into lengths as required by the disposal company.
- B. Cut up piling, sediments, absorbent pads/boom, construction residue and plastic sheeting from containment basin shall be packed into container. For disposal, ship to an approved Subtitle D Landfill.
- C. Creosote-treated materials shall not be re-used.

BMP 5. RESUSPENSION/TURBIDITY

- A. Crane operator shall be trained to remove pile from sediment slowly.
- B. Work shall be done in low water and low current, to the extent possible.
- C. Removed piles shall be placed in a containment facility.
- D. Sediments spilled on work surfaces shall be contained and disposed of with the pile debris at permitted upland disposal site.
- E. Holes remaining after piling removal shall not be filled.

BMP 6. PROJECT OVERSIGHT

- A. WADNR will have a project manager or other assigned personnel on site. Oversight

responsibilities may include, but are not limited to the following:

- 1) Water quality monitoring to ensure turbidity levels remain within required parameters
- 2) Ensure contractor follows BMPs
- 3) Ensure contractor is in compliance with contract and permit requirements
- 4) Ensure correct structures are removed
- 5) Maintain contact with regulatory agencies should issues or emergencies arise

BMP 7. CULTURAL RESOURCES

- A. In the event that artifacts (other than the pilings or materials attached to them) that appear to be 50 years old or older are found during the project, the WADNR Aquatics archaeologist must be notified in order to evaluate the find and arrange for any necessary consultation and mitigation required by law.
- B. If human remains or suspected human remains are found during the project, work in the vicinity will be halted immediately, and the County Coroner must be notified immediately. If the remains are determined to be non-forensic, then the WADNR Aquatics archaeologist will be notified to begin tribal and Washington State Department of Archaeology and Historic Preservation consultations required by law.
- C. If sediment exceeding 1 cubic meter is removed, the WADNR Aquatics archaeologist will be notified and given the opportunity to examine the sediment for cultural materials before it is removed from the containment area.