



STANDARD RIGHT-OF-ENTRY

1. **BASIC RIGHT OF ENTRY PROVISIONS.** The following definitions and provisions apply:

Grantee	David Evans and Associates, Inc.
	2100 S River Parkway (Corporate Office)
	Portland OR 97201
	ryeo@deainc.com
Term	from May 1, 2026 to April 30, 2027.
Property	29051600100100, 29051500200200, 29052100100200
Project	Topographic field survey for Spencer Island Restoration Project for Washington Department of Fish and Wildlife.
City Notice Address	Real Property Manager City of Everett Parks and Facilities 802 E. Mukilteo Blvd, Bldg. #100 Everett, WA 98203
Other Provisions	At GRANTOR'S request, GRANTEE will provide to GRANTOR a copy of any information, data, reports or findings generated from the Project.

2. **GRANT OF PERMISSION.** Subject to the terms and conditions of the Right of Entry, the City of Everett (the "**City**") hereby grants permission to the Grantee and its agents, representatives, and/or contractors to enter upon the Property for the purpose of the Project. By signing this Right of Entry, the Grantee agrees to all of the terms and conditions herein. Unless a fee is included in the Basic Provisions above, this Right of Entry is for mutual benefits, which the parties hereto agree with the other mutual promises and covenants herein is sufficient and adequate consideration for this Right of Entry.

3. **PROPERTY USE.** Grantee will use the Property for the purpose of the Project and for no other purpose. Grantee shall not do anything or permit anything to be done in or about the Property which will in any way violate or conflict with any applicable federal, state or local law. Unless otherwise agreed in writing by the City, Grantee must at Grantee's sole cost acquire

all permits required by law or regulation necessary for the Project. Grantee will make every effort to minimize disruption and inconvenience to the City and shall coordinate with on-site City staff.

4. **TERM.** This Right of Entry is only effective for the Term. Regardless of anything to the contrary in this Right-of-Entry, the term of this Right of Entry is never effective for more than one year.

5. **TERMINATION.** The City may terminate this Right of Entry at any time any for any reason effective immediately upon written notice to Grantee from the City. This notice may be delivered by hand delivery to any representative of Grantee, by mail to the Grantee Notice Address (in which case notice is effective upon mailing), or by email to the Grantee Email Address (in which case notice is effective on sending).

6. **OTHER PROVISION(S).** The parties will comply with any Other Provision(s) in Section 1. If an Other Provision contains an obligation concerning events or conduct after the termination of this Right of Entry, then the obligation survives the termination.

7. **NO WARRANTY / AS-IS.** Grantee enters upon the Property and its improvements in their “as is” condition. The City makes no representations or warranties about the Property or its suitability for the Project or for anything else. Grantee enters upon the Property at its sole risk.

8. **DAMAGE TO PROPERTY.** Grantee shall not damage the Property or any other property. All property damage caused by Grantee (or its agents, representatives or contractors) to the Property or to any other property shall be promptly repaired or replaced by Grantee at Grantee’s sole cost.

9. **INDEMNITY.** Except as otherwise provided in this Section, Grantee hereby agrees to defend and indemnify and hold harmless the City from any and all claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Grantee (or its agents, representatives and/or contractors) relating to this Right of Entry or the Project. Grantee is obligated to defend and indemnify and hold harmless the City pursuant to this Section whether a claim is asserted directly against the City, or whether it is asserted indirectly against the City, *e.g.*, a claim is asserted against someone else who then seeks contribution or indemnity from the City. Grantee’s duty to defend and indemnify and hold harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Grantee. Grantee shall not indemnify the City for claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular claim, and (2) the bodily injury or damage to property for which Grantee is to indemnify the City is caused or results from the concurrent negligence of (a) Grantee, its agents, representatives and/or contractors and (b) the City, then this Section will be only enforceable only to the extent of Grantee’s negligence. **Solely and expressly for the purpose of its duties to indemnify and defend and hold harmless the City, Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Grantee recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.** As used in this section: (1) “The City” includes the City’s officers, employees,

agents, and representatives and (2) “claims” include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage, irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Grantee employs or engages contractors, then Grantee shall ensure that each such contractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Grantee pursuant to this Section. This Section survives termination of this Right of Entry.

10. **INSURANCE.** Grantee shall, throughout the term of this Right of Entry, at its own expense, keep and maintain in full force and effect the following policy, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by the City is strictly excess and secondary and shall not contribute with Grantee’s liability insurance:

A policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with a limit at the Effective Date of this Right of Entry of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in aggregate. Grantee shall include the City as an additional insured.

Grantee shall deliver to the City, **prior to its entry on to Property**, certificates evidencing the existence of such policy.

11. **MISCELLANEOUS.** This Right of Entry may not be assigned by the Grantee. The laws of the State of Washington shall apply to this Right of Entry. Exclusive venue for any dispute arising out of or relating to this Right of Entry shall be in Snohomish County Superior Court, Washington. This Right of Entry may be signed in counterparts. Scanned copies of a signature or an e-signature on this Right of Entry will be considered the same as an ink signature. AdobeSign signatures are fully binding. This Right of Entry may only be modified by a writing explicitly stating it is a modification to this Right of Entry and signed by authorized representative of the City. This Right of Entry represents the entire arrangement between the parties relating to the Project on the Property and supersedes all other representations made prior hereto.

{signature and approval on next page}

GRANTEE:
DAVID EVANS AND ASSOCIATES INC.

Signature: Rynea Edwards, PLS


Name of Signer: Rynea Edwards, PLS
Title of Signer: Associate Project Manager



Approved by:



City of Everett
Mayor

Date: 05/08/2026

 EVERETT	STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY JULY 14, 2025
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 EVERETT	Attest:  Office of the City Clerk
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Right of Entry - City Advance Mitigation Site_2026.05.04_SD1

Final Audit Report

2026-05-08


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