

RIGHT OF ENTRY

THIS RIGHT OF ENTRY is entered into by and between the City of Edmonds, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as the "City," and the Port of Edmonds, a port district organized under the laws of the State of Washington, hereinafter referred to as the "Port."

RECITALS

A. The Port owns a portion of the Edmonds Marsh, which real property is legally described in Exhibit A, attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property."

B. The City has requested to have its **employees, consultants and/or contracted registered volunteers** perform maintenance activities ("Work") at the Property and such Work will require access onto the Property. The Work to be performed is as follows:

- Parks staff maintains 1,400 feet by 6 wide asphalt and wood decking pathway around marsh to ensure safe pathways for pedestrians.
- Parks staff cleans asphalt pathway.
- Mows 800 feet long by 15 feet wide grass strip along pathway.
- Parks maintains wooden boardwalk as needed.
- Remove invasive species as needed and replant areas with native plants.

C. The Port is agreeable to have the City and its employees, consultants, and/or contracted registered volunteers conduct the Work, provided the terms and conditions of this Right of Entry are followed by the City.

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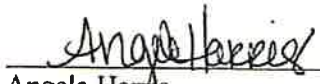
1. **RIGHT OF ENTRY.** The Port hereby authorizes **City employees, consultants and/or contracted registered volunteers** to come onto the Property during the time period of **April 1, 2024 through March 31, 2027**, and to access the Property to perform the Work with best industry practices. **Unaccompanied minors are required to submit to the City a written permission and release from liability from parent or guardian.** The exercising of this Right of Entry shall be done in such a manner as to not unreasonably interfere with any normal operations that may be conducted by the Port on the Property. The City shall restore the Property to the same condition prior to its activities on the Property at its sole cost and expense.

2. **NON-EXCLUSIVITY.** The parties agree that this Right of Entry is non-exclusive and is subject to all valid existing and future rights in the Property. The Port reserves the right to grant others the privilege to use the Property.

3. **INDEMNIFICATION.** The City shall indemnify and hold the Port harmless from any and all claims, causes of action, judgments, damages, costs, and expenses, including reasonable attorney fees, which occur – in whole or in part – as a result of the City, its consultants, employees and/or contracted registered volunteers exercising the rights created by this Right of Entry.

4. **INSURANCE.** The City shall maintain liability insurance coverage, the scope of which shall include claims that may arise under this Agreement with coverage limits of at least one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability and with an annual aggregate of at least two million dollars (\$2,000,000.00). Evidence of such insurance compliance shall be provided to the Port upon request.

PORT OF EDMONDS


Angela Harris
Executive Director

Dated: March 27, 2024

CITY OF EDMONDS


Mike Rosen
Mayor

Dated: 3/28/24, 2024