



## RIGHT OF ENTRY AND ACCESS AGREEMENT

This Right of Entry and Access Agreement (“**Agreement**”) is made as of May 10, 2021 (“**Effective Date**”) by and between **CASCADe WATER ALLIANCE**, a Washington municipal corporation (“**Cascade**”), and Jared Bieber and Heidi Palmer, (“**Grantee**”, “**You**” or “**Your**”). Cascade and You are sometimes referred to individually as a “**Party**”, and collectively as the “**Parties**”.

Cascade and You hereby agree as follows:

1. Permitted Activities. On the terms set forth in this Agreement and effective upon the mutual execution of this Agreement, You, and Your employees, agents, contractors, consultants, invitees, volunteers, or other persons associated with or acting on behalf of You (“**Invitees**”), shall have the right to access the Property (defined below) in order to conduct the following identified activities on the Property owned by Cascade (the “**Activities**”):

To cross and recross by truck Cascade-owned Parcel Number 0520101003 to access for the purpose of adding clean topsoil (in an amount not to exceed 15 cubic yards) to level the low spots in the lawn on Parcel Numbers 0520101003 and 5070200190 for the purpose of making it easier for You to mow.

Upon receipt of Your signature indicating acceptance of these terms, Cascade grants permission to You and Invitees to conduct such Activities in the area generally described as follows (the “**Property**”), and depicted on Exhibit A:

Section 10 Township 20 Range 05 Quarter 12 LAKE TAPPS ORCHARD ADD # 2: LAKE TAPPS ORCHARD ADD # 2 L 16 SUBJ TO PSPL EASE

Cascade-owned Parcel Number(s): 0520101003, adjacent to Grantee-owned Parcel 5070200190

Cascade may inspect at any time the area where the Activities are taking place on the Property to ensure that such Activities do not interfere with Cascade’s ownership and use of the Property.

2. Conditions. When entering the Property, Cascade asks that You adhere to these conditions, guidelines, and warnings:

Motor vehicles will be permitted to access the Property only to deliver clean topsoil.

Cascade may at any time inspect at any time the area where the Activities are taking place on the Property to ensure that such Activities do not interfere with Cascade's ownership and use of the Property.

3. Term; Termination. You must complete the Activities within twenty-three (23) days after the date of the Notice provided under Section 4 below ("**Term**"). Unless terminated earlier by Cascade, at Cascade's sole discretion, this Agreement shall automatically terminate upon the earlier of the completion of the Activities or June 4, 2021 ("**Termination**").

4. Notice to Cascade. All Notices or requests required under this Agreement shall be in writing and deemed given when (a) delivered in person, (b) when deposited with a reputable overnight courier service, provided that any such Notice shall not be deemed received until the next business day after deposit; or (c) by electronic mail if a copy of the Notice is also sent by overnight courier, in which case Notice shall be deemed delivered on transmittal by electronic mail before 5:00 p.m. on a business day (otherwise, any Notice sent after 5:00 p.m. shall be deemed received on the next business day). All Notices must be properly addressed to the Parties as in Section 5 below.

5. Contacts.

Cascade:

Paula Anderson  
Cascade Water Alliance  
520 112th Avenue NE, Suite 400  
Bellevue, WA 98004  
Email: panderson@cascadewater.org  
Phone: 425-283-4294

You:

Jared Bieber and Heidi Palmer  
1826 210<sup>th</sup> Ave E  
Lake Tapps, WA 98391-9368  
Email: jaredbieber@yahoo.com  
Phone: 253-232-6005

6. Restoration. Except for any permitted Activities granted hereunder that are to remain following the Termination of this Agreement, You will restore and return the Property substantially to its original condition after completion of the Activities at Your

sole expense. You will promptly pay (and shall secure the discharge of any liens asserted by) all persons or entities furnishing any labor, services, materials, equipment, supplies or other items to or upon the area for Your benefit. The obligations of You set forth in this Section 6 shall survive the Termination of this Agreement.

7. Assumption of Risk. You, on Your own behalf and on behalf of any Invitee on the Property with, or without the consent of You, acknowledge that the Property is an active utility facility and has a variety of potentially hazardous conditions and risks; and assume all risks and dangers, including property damage, personal injury and death, which arises out of the entry by any of Your Invitees on the Property pursuant to the rights granted in this Agreement, associated with or arising from the conditions of the Property and the use of the Property, and Cascade shall have no obligation or liability with respect to such conditions, including, or any other portion of the Property for use by You, or Your Invitees, pursuant to the rights granted in this Agreement. Cascade shall not be liable for any damage, either to person or property, sustained by You or Your Invitees on the Property caused by any defects now in the Property or hereafter occurring therein.

8. Indemnification. You shall indemnify, defend and hold Cascade and Cascade's officers, directors, shareholders, beneficiaries, elected representatives, members, partners, agents, employees and attorneys, and their respective successors and assigns (collectively, the "**Cascade Indemnitees**"), from and against all claims, actions, losses, liabilities, damages, costs, obligations of any nature, and any and all expenses of any nature (including, but not limited to, all losses, damages, judgments, and reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Cascade arising from any property damage to the Property of any kind whatsoever or injury to persons caused by You, including from or related to the actions or inactions of Your employees or Your Invitees, and arising out of or in any way connected with Your or Your Invitees' entry upon the Property and/or the performance of any of the Activities herein listed. Your obligations set forth in this Section 8 shall survive the Termination of this Agreement.

If You have employees, You shall specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties.

9. Release. Cascade is not responsible for injuries incurred by You or Your Invitees while on the Property (including injuries incurred due to the accidental acts of Cascade or its representatives). By signing below, You agree not to sue Cascade for any injuries incurred on the Property during the Term as defined below (regardless of their cause), and if Cascade is sued for any injuries during this Term, You will hold Cascade and its employees, contractors, directors, officers, agents, volunteers, and representatives ("**Cascade's Employees**") harmless and defend and indemnify Cascade's Employees in all respects from any and all claims, causes of action, judgments, costs, expenses, attorney's fees, and liabilities, whatsoever, arising in any way in connection with your entry onto the Property.

10. Insurance. You shall carry and maintain, and shall require Your contractors to carry and maintain, Commercial General liability insurance written on an occurrence basis with available limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage combined. Such insurance shall be in a form and with insurers acceptable to Cascade, acting reasonably, and shall contain coverage for all premises and operations, broad form property damage and contractual liability. Any policy which provides the insurance required under this paragraph shall:

- (a) be endorsed to name Cascade, its affiliated entities and their respective directors, officers, employees, agents, and attorneys as additional insureds (the “**Additional Insureds**”) with respect to any liability arising out of Your or any contractor’s presence on or about the Property,
- (b) be endorsed to be primary to any insurance maintained by the Additional Insureds,
- (c) contain a severability of interest provision in favor of the Additional Insureds, and
- (d) contain a waiver of any rights of subrogation against the Additional Insureds.

If licensed vehicles will be used in connection with this Agreement, You shall carry and maintain, and shall ensure that Your contractor who uses licensed vehicles in connection with this Agreement carries and maintains, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. You shall cover or maintain, and shall require Your contractor to cover or maintain, insurance in accordance with the applicable laws relating to workers’ compensation, with respect to all of their respective employees working on or about the Property, regardless of whether such coverage of insurance is mandatory or merely elective under the law. **You shall not access the Property unless You shall have first provided to Cascade, a certificate of insurance reflecting full compliance with the requirements set forth in Paragraph 9 and Paragraph 10.** Further, You shall, within ten (10) days of Cascade’s written request, provide Cascade with a copy of the insurance policy reflecting full compliance with the requirements set forth herein. Such certificate and policy shall list Cascade as a certificate holder and shall be kept current and in compliance throughout the period of this Agreement and shall provide for thirty (30) days’ advance written Notice to Cascade in the event of cancellation.

11. Invitees. If Your Invitees are contractors, You are responsible for all actions of Your Invitees in execution of work under this Agreement and shall require Your Invitees to comply with Paragraphs 8, 9, and 10 including the provision to Cascade of a certificate of insurance reflecting full compliance with the requirements set forth this Paragraph 11.

12. Compliance with Laws. In exercising its rights under this Agreement, You shall comply with all applicable laws and regulations now or hereafter enacted pertaining to the Property. Further, You are responsible for meeting all applicable federal, state and local safety and other codes, and for obtaining all applicable federal, state and local permits, licenses, or other authorizations required for such Activities (including, but not limited to, such laws or permits as may pertain to building, zoning, shoreline regulation, environmental protection or other matters pertaining to the general public health, safety and welfare). Cascade makes no representation or warranty as to whether You will need any other permits, licenses or other authorizations that may be required for such Activities. It is Your responsibility to check with the governing jurisdictions and regulatory agencies.

13. Nature of Agreement. This Agreement is merely permission to enter the Property for the purposes stated herein and in no way entitles You to any legal rights to remain on the Property. Upon expiration of the Term, this Agreement will terminate, except for any terms or obligations that survive Termination. Any future entry onto Cascade's Property shall require a new Right of Entry and Access Agreement.

14. Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

15. Amendment; Assignment. This Agreement may only be amended or modified by a written instrument executed by both Cascade and You. This Agreement may not be assigned by either Party except by a written instrument executed by both Cascade and You.

16. Rules of Construction. The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

17. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court, King County, Washington.

18. Authority to Bind Parties and Enter Into Agreement. The undersigned represent that they have full authority to enter into this Agreement for and on behalf of the legal entities or vested owner set forth below.

19. Incorporation of Exhibits. All exhibits referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement.

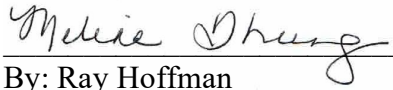
20. Counterparts. This Agreement may be executed and acknowledged in multiple counterparts as may be necessary for the convenience of the Parties, which

together shall constitute one agreement. The original counterpart signature pages may be detached from counterpart copies and re-attached to a single original copy. A Party may deliver the executed counterpart of this Agreement by PDF or facsimile transmission to the other Party, which PDF or facsimile copy shall be deemed to be an original executed signature page.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

EXECUTED as of the date first above written.

CASCADE WATER ALLIANCE

  
\_\_\_\_\_

By: Ray Hoffman  
Its: Chief Executive Officer

Date: May 12, 2021

\_\_\_\_\_  
Jared Bieber

Date: \_\_\_\_\_

\_\_\_\_\_  
Heidi Palmer

Date: \_\_\_\_\_

**EXHIBIT A**  
**DEPICTION OF PROPERTY**

Parcel 5070200190: the “X roughly indicates area to be leveled.

