RIGHT-OF-ENTRY
TEMPORARY CONSTRUCTION AGREEMENT for
HAWTHORNE ELEMENTARY
Safe Routes to School Project
FED AID # SRTS-0420(021); COE # PW3540

REAL ESTATE MANAGER
3200 CEDAR STREET
EVERETT, WA 98201

PROJECT: Hawthorne Elementary Safe Routes to School
PARCEL ADDRESS: 1110 Poplar Street
TAX ACCT. #: 29051700212800
OWNER: Everett School District No. 2

This agreement is made this 14th day of April, 2015 (the “Effective Date”), by and between Everett School District No. 2, a Washington municipal corporation (hereinafter referred to as “Owner”) and the City of Everett, (hereinafter referred to as “City”) with reference to real property located at 1110 Poplar Street, which is identified as Assessor’s Parcel Number 29051700212800 and legally described as follows: Lot 1 of City of Everett Site Plan No. 5-92, recorded as No. 9207160196 and survey recorded in Volume 38, page 118 of Surveys as No. 9207165001, being a portion of the southeast quarter of the northwest quarter, less right of way conveyed to City of Everett per recording number 9807200464 (the “Property”). The City desires to construct and install certain improvements upon a portion of such Property (such portion, the “Access Area”) in furtherance of the Hawthorne Elementary Safe Routes to Schools project (the “Project”) and temporarily use a portion of the Property for the movement and staging of goods, materials, and persons in furtherance of the Project. Because the Project will support the Owner’s educational mission and benefit its students and the community, Owner desires to support the construction and installation of such improvements by allowing such use under the terms and conditions provided herein.

In consideration of mutual benefits, Owner hereby grants permission to the City, its authorized agents, assigns, or subcontractors, to enter at its own risk upon the Access Area to perform the work depicted and described on Exhibit A hereto (the “Work”) and to temporarily use a portion of the Property (in its as-is, where-is condition with all faults and defects, including without
limitation environmental defects) for the movement and staging of goods, materials, and persons in connection with the Project. The Access Area shall consist of: a 10’ (ten) foot wide strip located on Owners property on either side of the existing right-of-way for 11th Street; Poplar Street; and 12th Street on the Property. The City shall perform within the Access Area certain improvements in furtherance of the Project, which improvements are referenced, described, and depicted in Exhibit “A”, attached hereto and incorporated herein by reference. The rights of the City under this agreement are coupled with an interest on the part of the City and therefore may not be revoked prior to expiration on December 31, 2015 or Project completion, whichever occurs first.

The Owner and the City, by granting and accepting this agreement respectively, mutually covenant and agree as follows:

1. The City will make reasonable efforts to minimize disruption and inconvenience to said Property and uses made thereof in compliance with applicable law and so as not to interfere with the Owner’s educational programs or related activities.

2. As necessary for the Project, the City has the right to move, set aside, or displace Owner’s personal property that restricts or hampers the purpose of this agreement, over, under and upon the Access Area.

3. Indemnification

   a) The City shall defend and indemnify (including reasonable attorney’s fees) Owner against and hold Owner harmless from any claims, liability, damages, costs or expenses related to any injury, loss or damage to people or property arising out of or related to this right of entry agreement to the extent caused by the negligence of the City.

   b) This section shall survive any termination, revocation or expiration of this agreement.

4. City will restore Owner’s property to a similar or better condition than what existed prior to commencement of the Project.
CITY OF EVERETT, a Washington municipal corporation

By

Its

EVERETT SCHOOL DISTRICT NO. 2, a Washington municipal corporation

By

Its

Superintendent

APPROVED AS TO FORM

JAMES D. ILES, City Attorney

ATTEST:

City Clerk
Exhibit “A”

Project Plans for HAWTHORNE ELEMENTARY SAFE ROUTES TO SCHOOL
FED AID #SRTS-0420(021); COE #: PW3540
as per attached
CITY OF EVERETT
PUBLIC WORKS DEPARTMENT
HAWTHORNE ELEMENTARY
SAFE ROUTES TO SCHOOL

FED AID #: SRTS-0420(021); COE #: PW3540