CITY OF EDMONDS HIGHWAY 99 REVITALIZATION & GATEWAY PROJECT – STAGE 2 RIGHT OF ENTRY AND MAINTENANCE AGREEMENT

This Right of Entry and Maintenance Agreement ("Agreement") is made effective this _____ day of _____ 2022 between the City of Edmonds, a Washington municipal corporation, hereinafter referred to as "Edmonds" and the City of Lynnwood, a Washington municipal corporation, hereinafter referred to as "Lynnwood."

WHEREAS, as part of the City of Edmonds' Highway 99 Revitalization and Gateway Project – Stage 2, Edmonds intends to install a raised median that will straddle the Edmonds / Lynnwood border along the corridor from 244th Street SW to 210th Street SW; and

WHEREAS, the right-of-way line on Highway 99 runs along the centerline of the roadway and delineates Edmonds on the west side of the roadway and Lynnwood on the east side of the roadway from 21701 Highway 99 to the north end of the corridor, which is north of 212th Street SW; and

WHEREAS, Edmonds' entry onto the Lynnwood side of the median, the exact location of which is described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property") is necessary to install and maintain certain landscaping and a "Welcome To Edmonds" gateway sign, as described and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Work"); and

WHEREAS, Lynnwood desires to permit Edmonds to enter the Property to undertake the Work; and

WHEREAS, Lynnwood has agreed to the installation of the median, landscaping and sign, and Edmonds has agreed to undertake the maintenance of the median, landscaping and sign during and after the plant establishment period (hereinafter referred to as the "Maintenance"); and

WHEREAS, Edmonds and Lynnwood desire to memorialize their understanding of the rights and responsibilities of each with regard to the Work and the Maintenance;

NOW, THEREFORE, in consideration of the terms and conditions herein stated, Edmonds and Lynnwood agree as follows:

1. Grant of License / Right of Entry.

Lynnwood hereby grants to Edmonds a non-exclusive license of reasonable access to the Property for the purposes of performing the Work and activities reasonably related thereto. The right of entry authorized by this Agreement is subject to all valid rights existing in the Property as of the effective date of this Agreement. Lynnwood reserves the right to grant others the privilege to use the Property, and the parties specifically agree that this Agreement is not exclusive. Edmonds will not permit any other party, except Edmonds' duly authorized representatives, employees, agents and independent contractors (collectively "Representatives") to enter or use the Property.

2. Contacts.

Prior to entry, Edmonds and/or its designated Representative(s) will contact the following representative(s) of Lynnwood to provide notice of access to the Property:

Public Works Director 19100 44th Ave W Lynnwood, WA 98036 425-670-5200

3. Liability.

While on the Property, Edmonds will comply, and will cause all of its Representatives to comply, with all applicable government laws, ordinances, rules and regulations during the exercise of its rights herein. Edmonds and its Representatives will be responsible for any damage done to the Property by Edmonds or its Representatives during the performance of the above-described Work and will pay the costs of repairing and restoring the Property to substantially the same condition as existed before Edmonds' its Representative(s)' entry onto the Property.

4. Maintenance.

Edmonds agrees to undertake the perpetual maintenance of the entire median, including curbs, low-profile barrier curbs, concrete surfaces within the median, and the landscaping and sign to be installed in the median as set forth in **Exhibit A and Exhibit B**. Maintenance may include, but not be limited to the regular weeding, mulching and edging of the ground around the plantings; the regular trimming and other tasks required to maintain the health of the plants; the necessary maintenance of curbs and concrete surfaces; and the necessary maintenance of the sign.

5. <u>Governing Law/Venue</u>.

The validity, meaning, and effect of this Agreement will be determined in accordance with the laws of the State of Washington. In the event any legal proceeding is initiated involving this Agreement, it will be brought in Snohomish County Superior Court.

6. <u>No Third Party Rights</u>.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties and their respective employees and representatives.

7. Indemnification/Hold Harmless.

To the extent authorized by law, Edmonds and Lynnwood will each indemnify and hold the other, including its officers, employees, and representatives, harmless from and will process and defend at its own expense all claims, demands, loss, costs or suits at law or equity arising in whole or in part from that party's negligence or breach of any of its obligations under this Agreement; provided that nothing herein will require either party to indemnify the other party against and hold harmless the other party from claims, demands, loss, costs or suits at law or equity based solely upon the conduct of the other party, its officers, employees, and representatives; and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) Edmonds, its officers, employees, or representatives; and (b) Lynnwood, its officers, employees, or representatives, this indemnity provision with respect to: (1) claims or suits based upon such negligence; and (2) the costs to any party of defending such claims and suits, will be valid and enforceable only to the extent of that party's negligence or the negligence of that party's officers, employees, or representatives. The provisions of this section will survive the expiration or termination of this Agreement.

8. <u>Termination</u>.

This Agreement will commence on the effective date set forth above. Edmonds's right of entry onto the Property for the Work and the Maintenance will continue in perpetuity. This Agreement will terminate in the event the Property is redeveloped in a manner that necessitates the removal of the median, landscaping and sign described in **Exhibit A** and **Exhibit B**.

9. <u>Notice</u>.

Any notice to be given or any documents to be delivered by either party to the other party herein will be mailed by certified post and addressed to Edmonds or Lynnwood at the following address:

<u>City of Edmonds</u> Public Works & Utilities Director 121 5th Avenue Edmonds, WA 98020 425-771-0220 <u>City of Lynnwood</u> Public Works Director 19100 44th Ave W Lynnwood, WA 98036 425-670-5200

Either party may, with written notice to the other, designate a different contact name, address and/or telephone number.

DATED THIS ____ DAY OF _____ 2022.

CITY OF EDMONDS

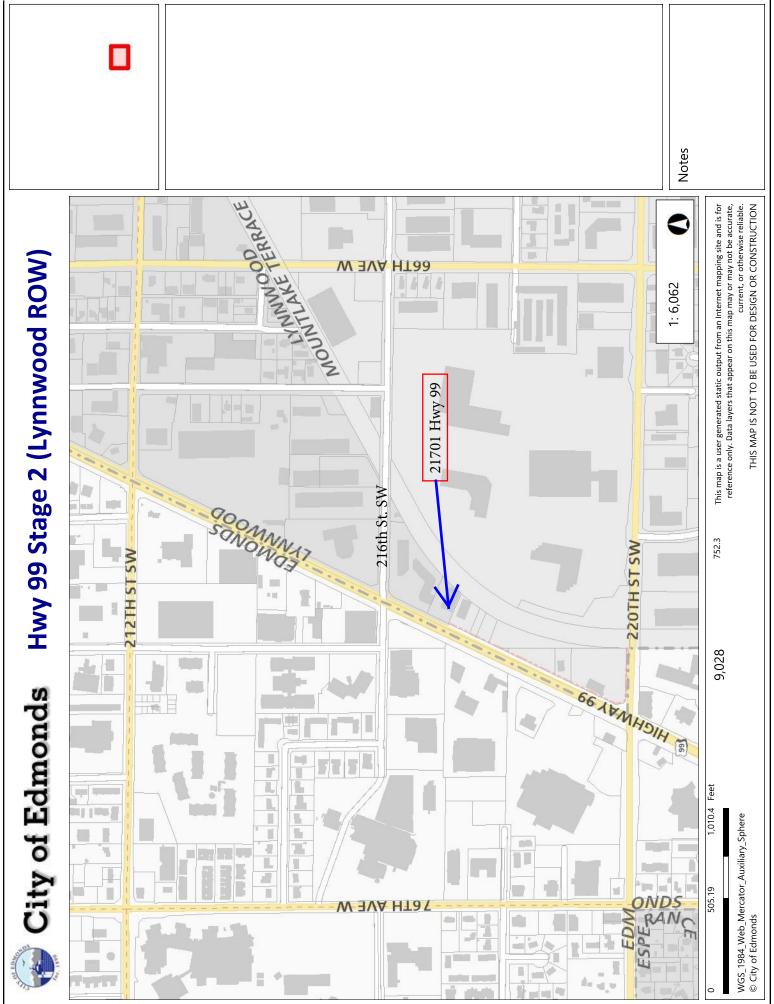
CITY OF LYNNWOOD

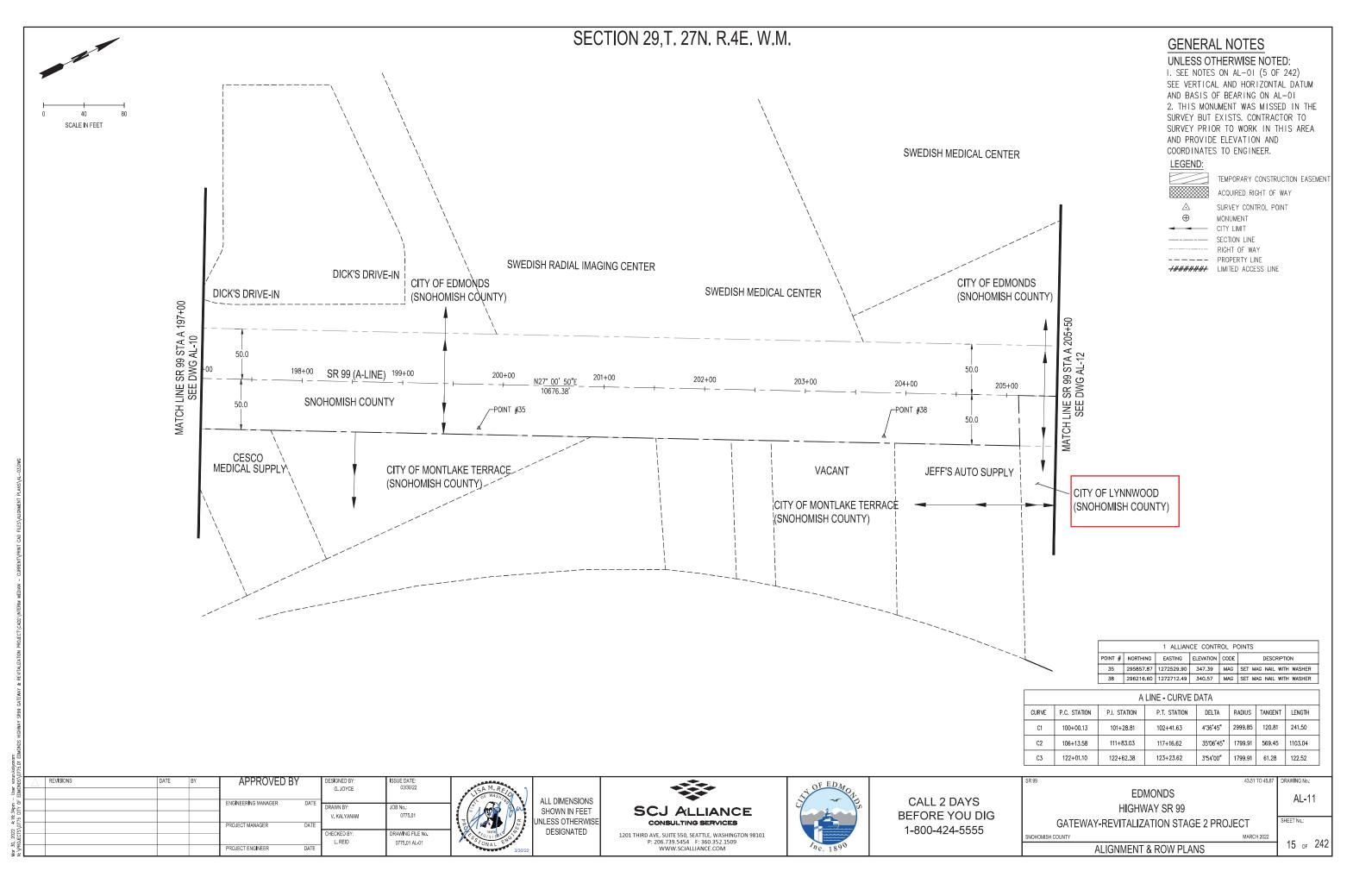
Christine Frizzell Christine Frizzell Christine Frizzell, Mayor 9/15/2022

Mike Nelson,	Mayor
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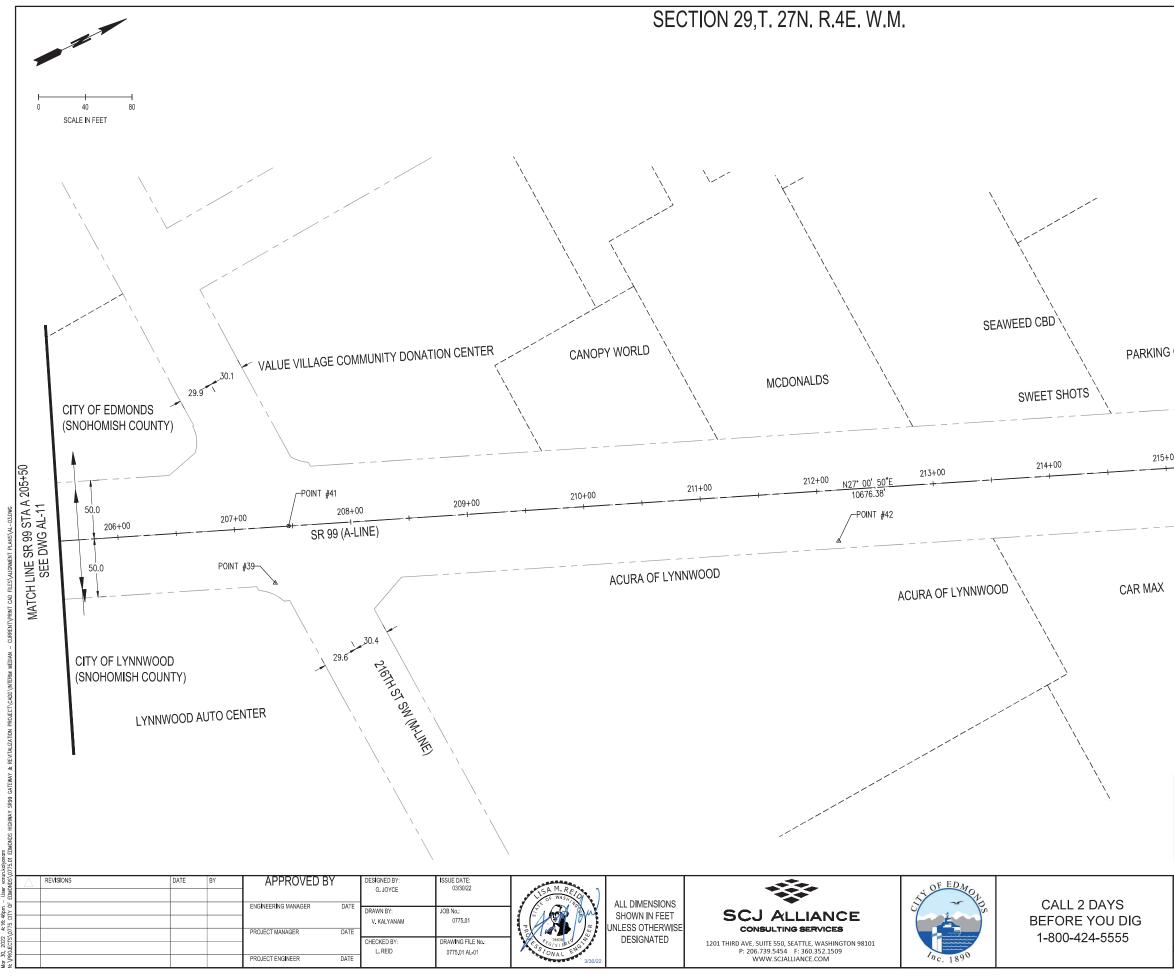
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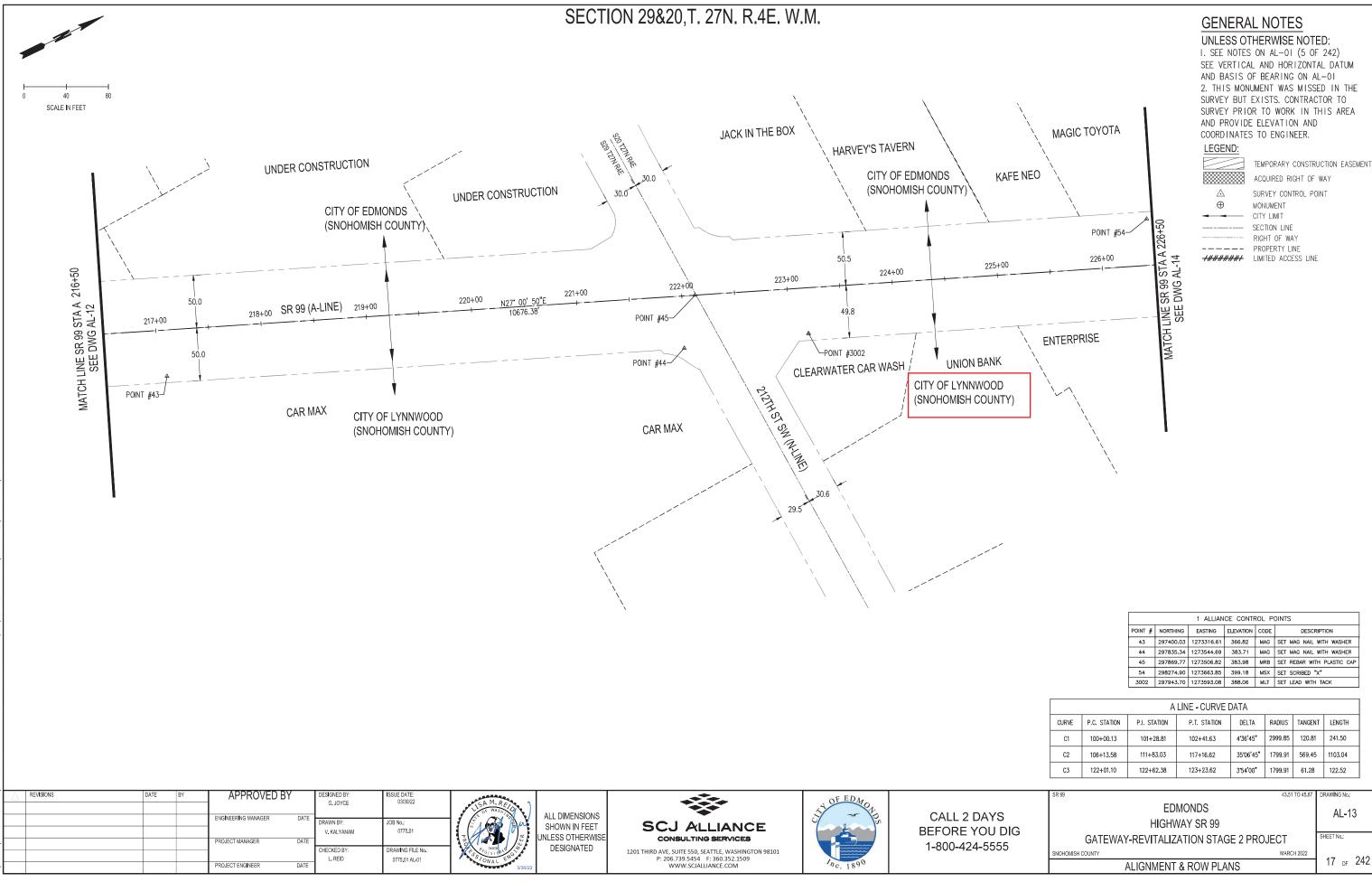




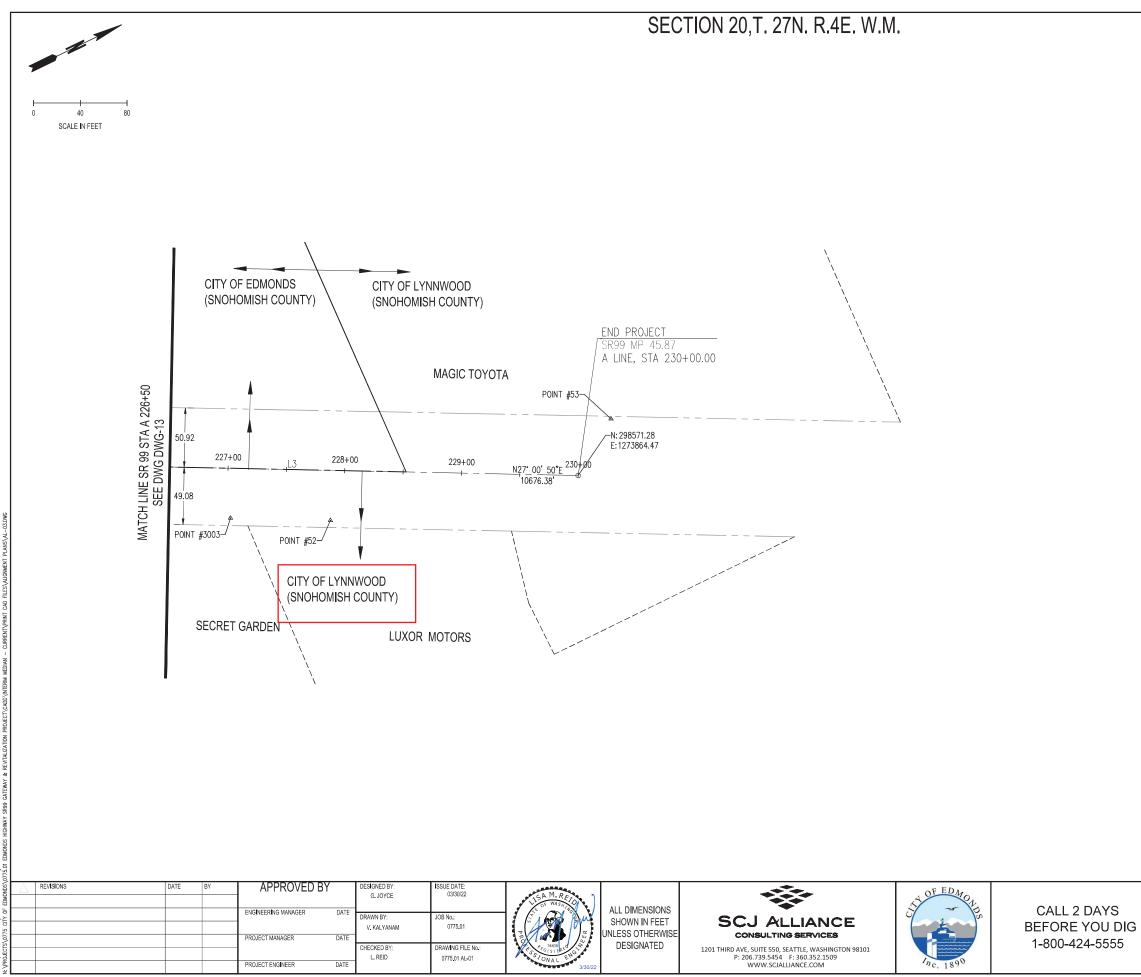
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	C2	106+13.58	111+83.03	117+16.62	35'06'45"	1799.91	569.45	1103.04	
	C3	122+01.10	122+62.38	123+23.62	3*54'00"	1799.91	61.28	122.52	
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	SR 99					43.51	TO 45.87	DRAWING No.:	
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	1 ALLIANCE CONTROL POINTS						
POINT # NORTHING EASTING ELEVATION CODE DESCRIPTION						DESCRIPTION	
	52	298363.45	1273806.66	403.20	MSX	SET SCRIBED "X"	
	53	298617.72	1273832.97	409.19	MSX	SET SCRIBED "X"	
	3003	298287.31	1273767.51	400.71	MLT	SET LEAD WITH TACK	

1 ALLIANCE CONTROL POINTS							
POINT #	NORTHING	EASTING	ELEVATION	CODE	DESCRIPTION		
52	298363.45	1273806.66	403.20	MSX	SET SCRIBED "X"		
53	298617.72	1273832.97	409.19	MSX	SET SCRIBED "X"		
7007	208287 71	1077767 51	400 71	MIT	CET LEAD WITH TACK		

 \triangle SURVEY CONTROL POINT \oplus MONUMENT - CITY LIMIT ------ SECTION LINE ----- RIGHT OF WAY ---- PROPERTY LINE

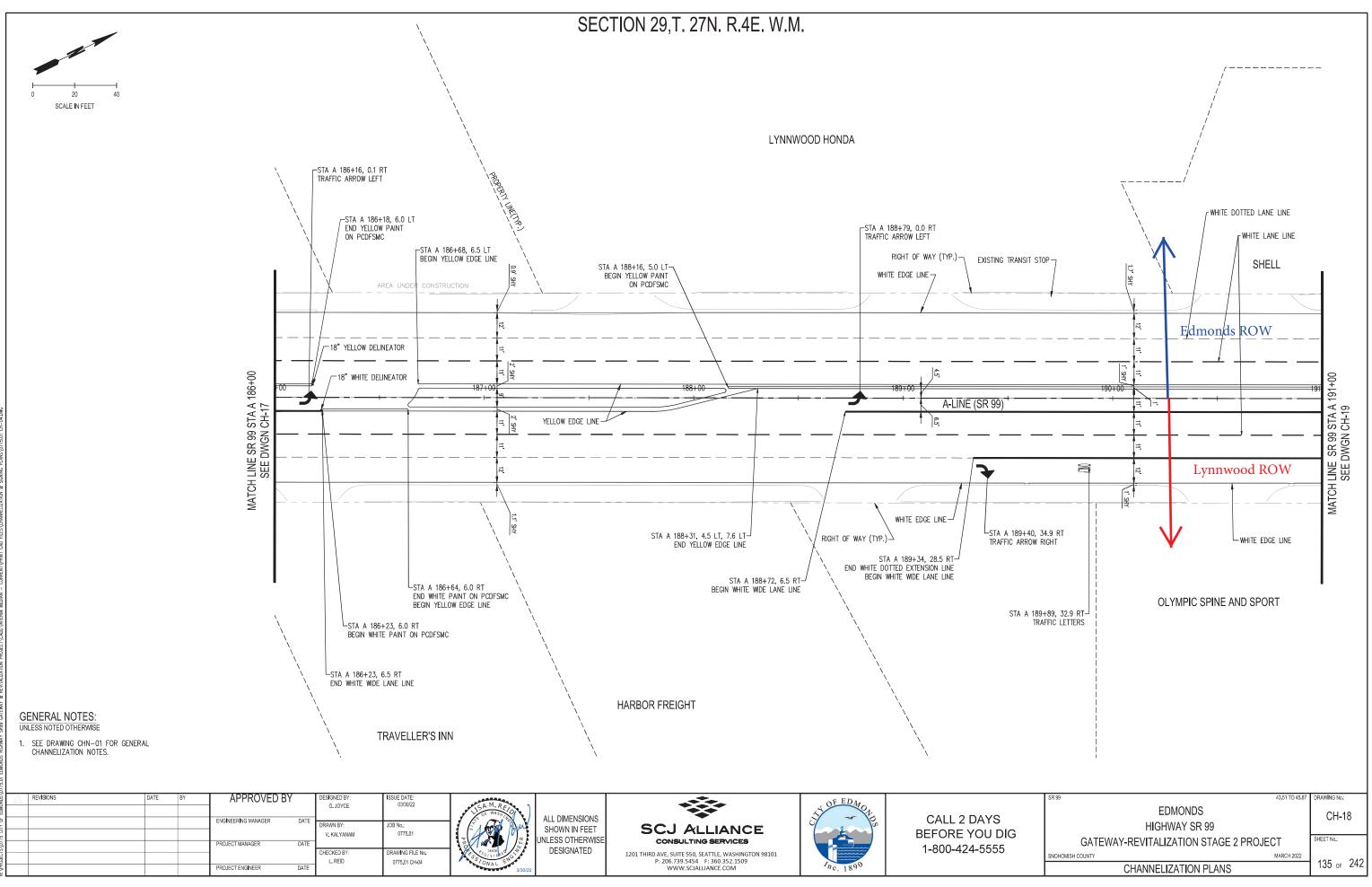
GENERAL NOTES

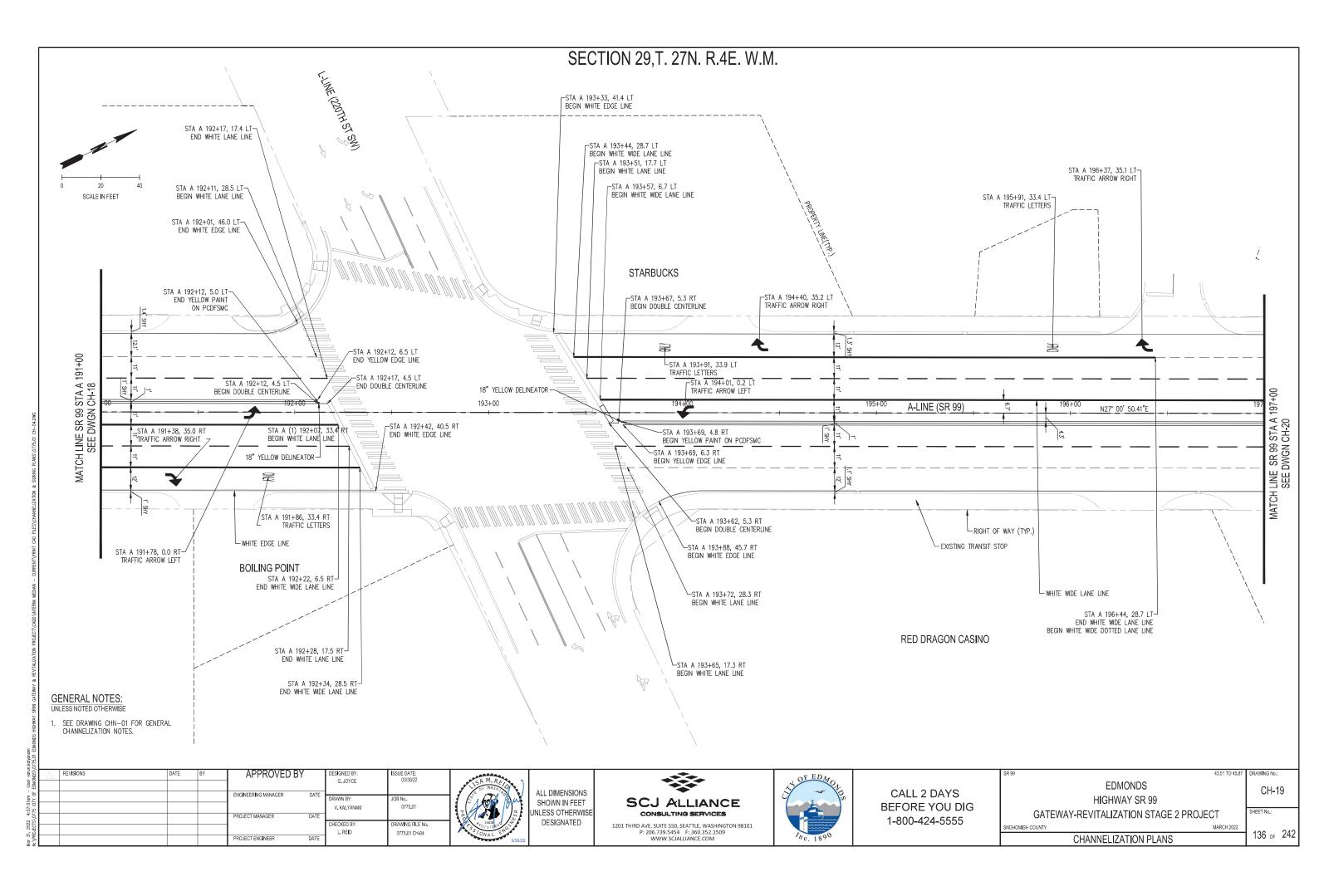
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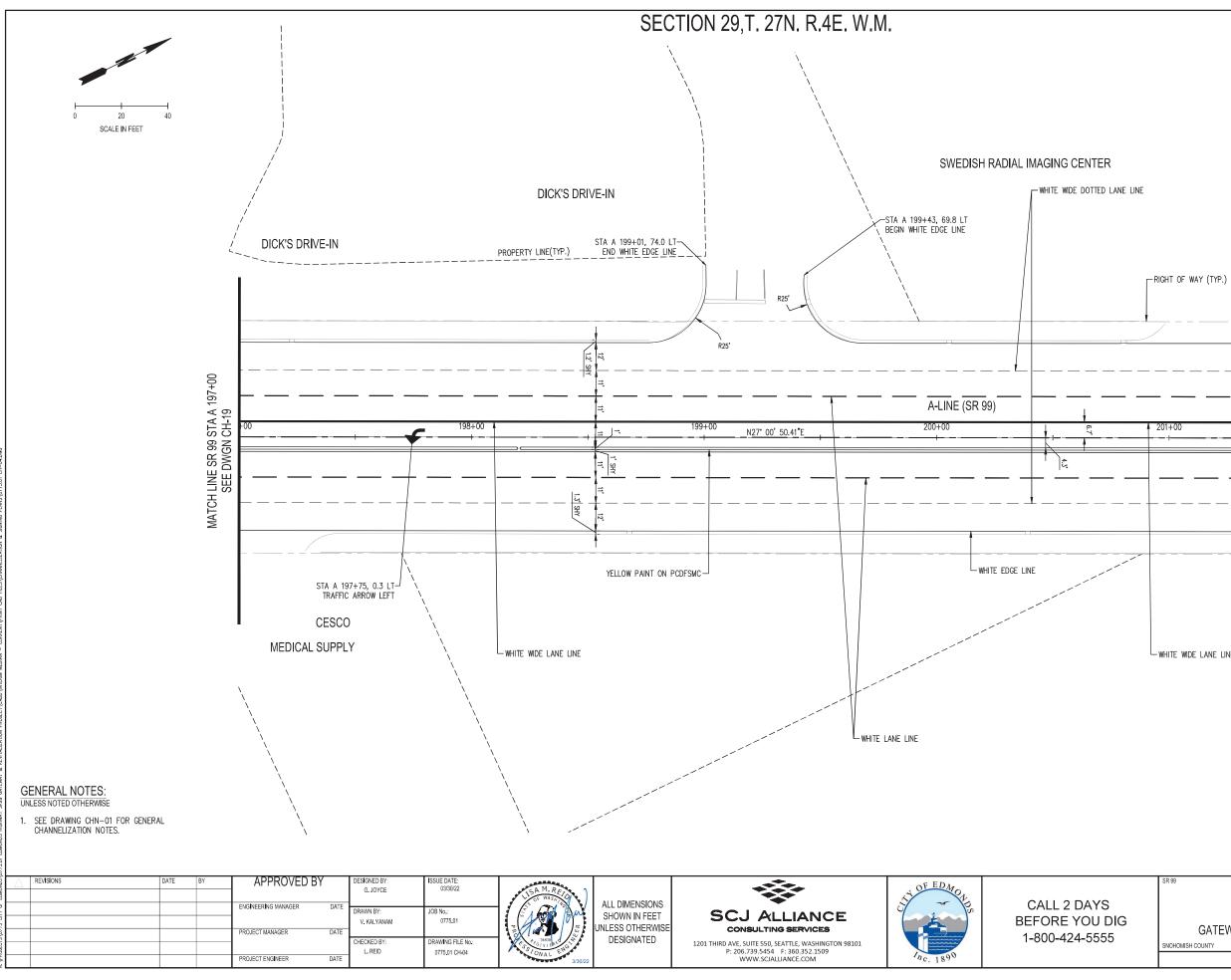
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TEMPORARY CONSTRUCTION EASEMENT

ACQUIRED RIGHT OF WAY

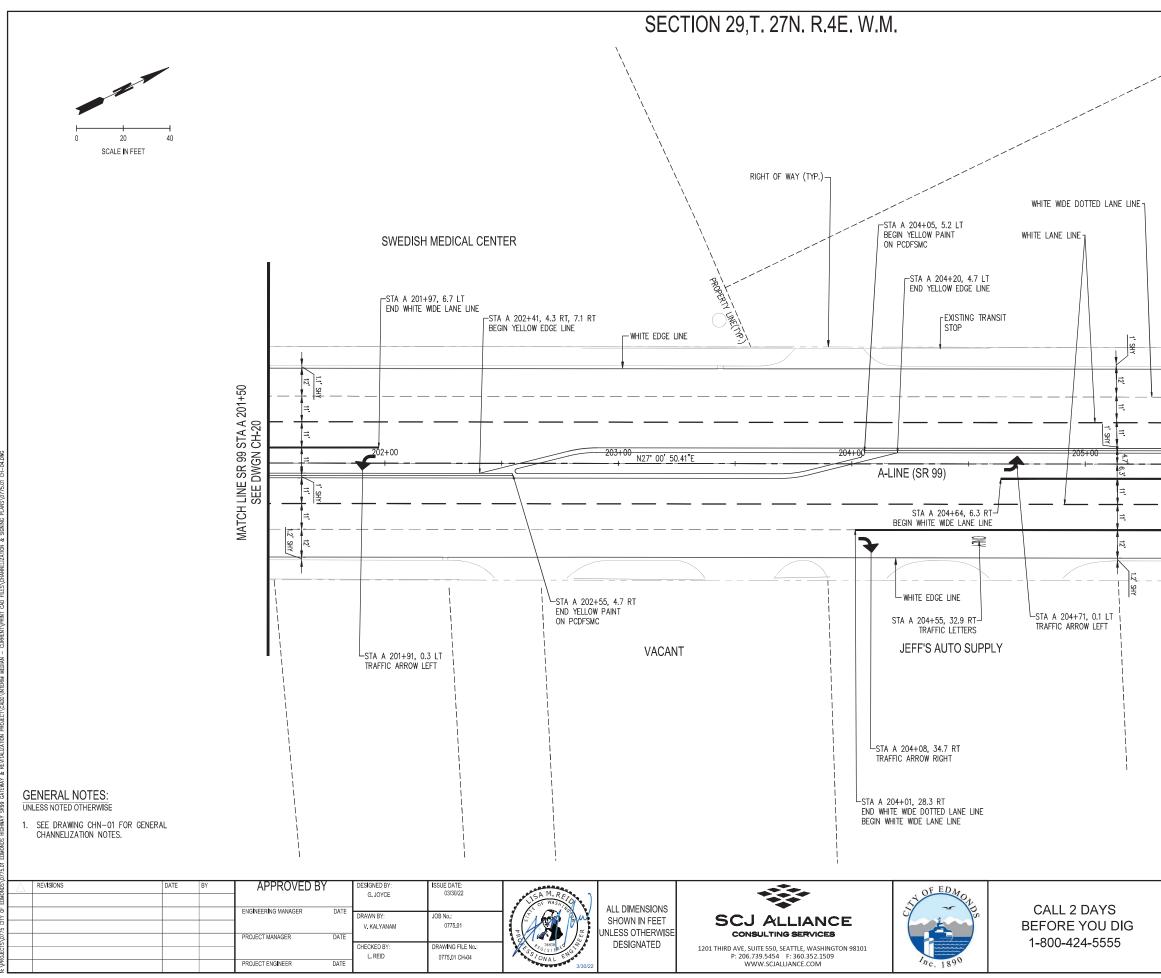






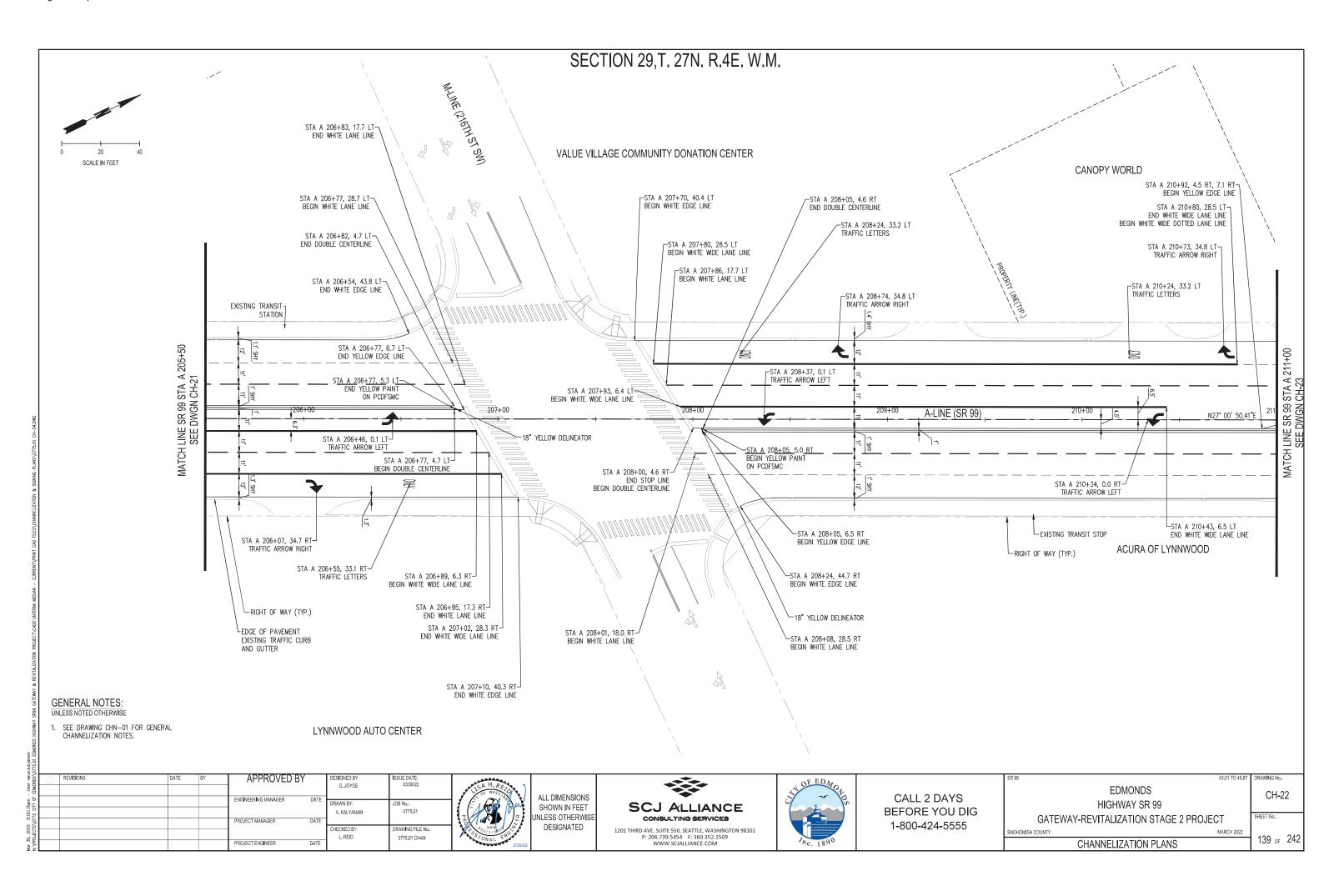
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SNOHOMISH COUNTY MARCH 2022 CHANNELIZATION PLANS	137 _{OF} 242

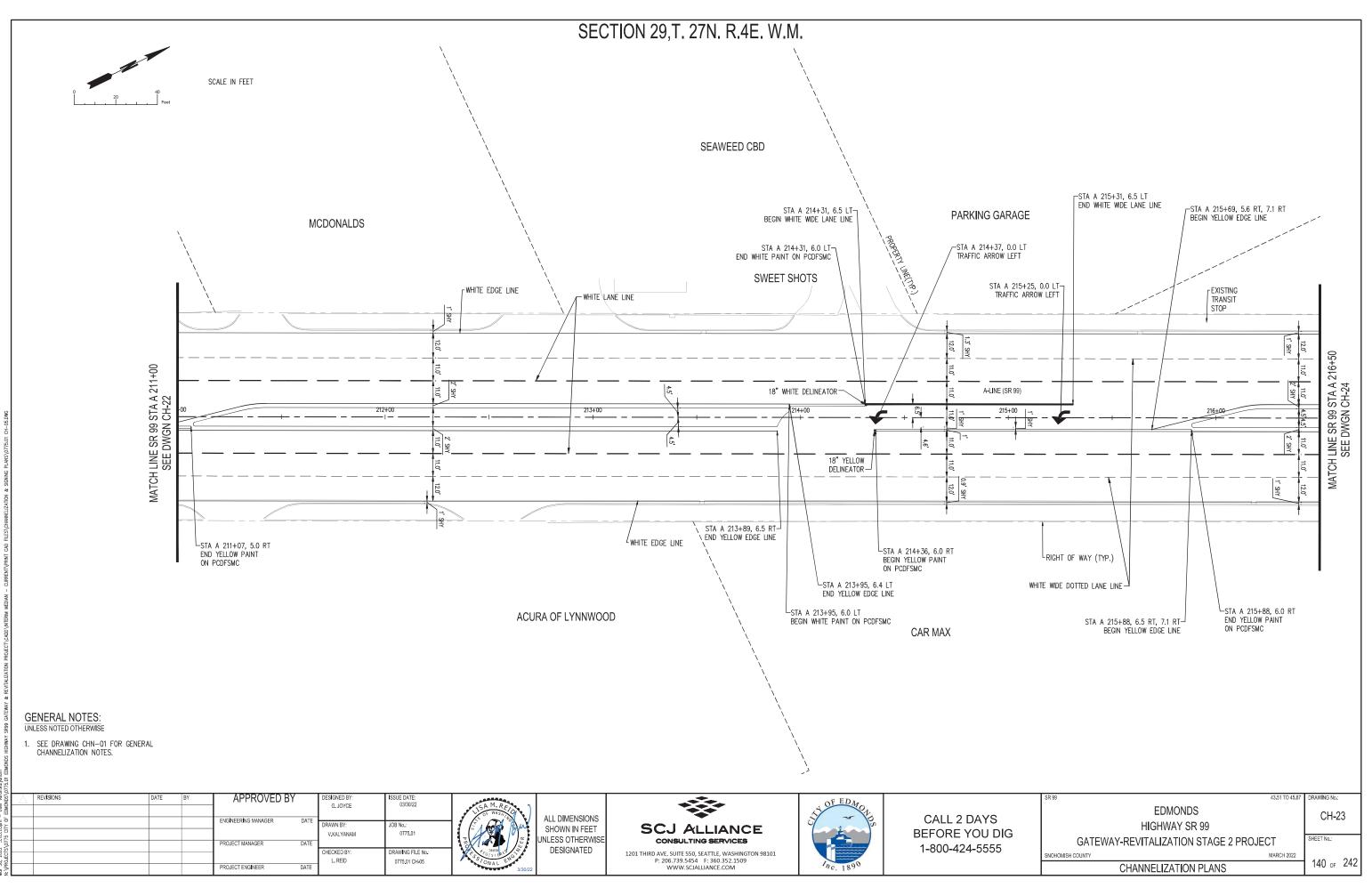
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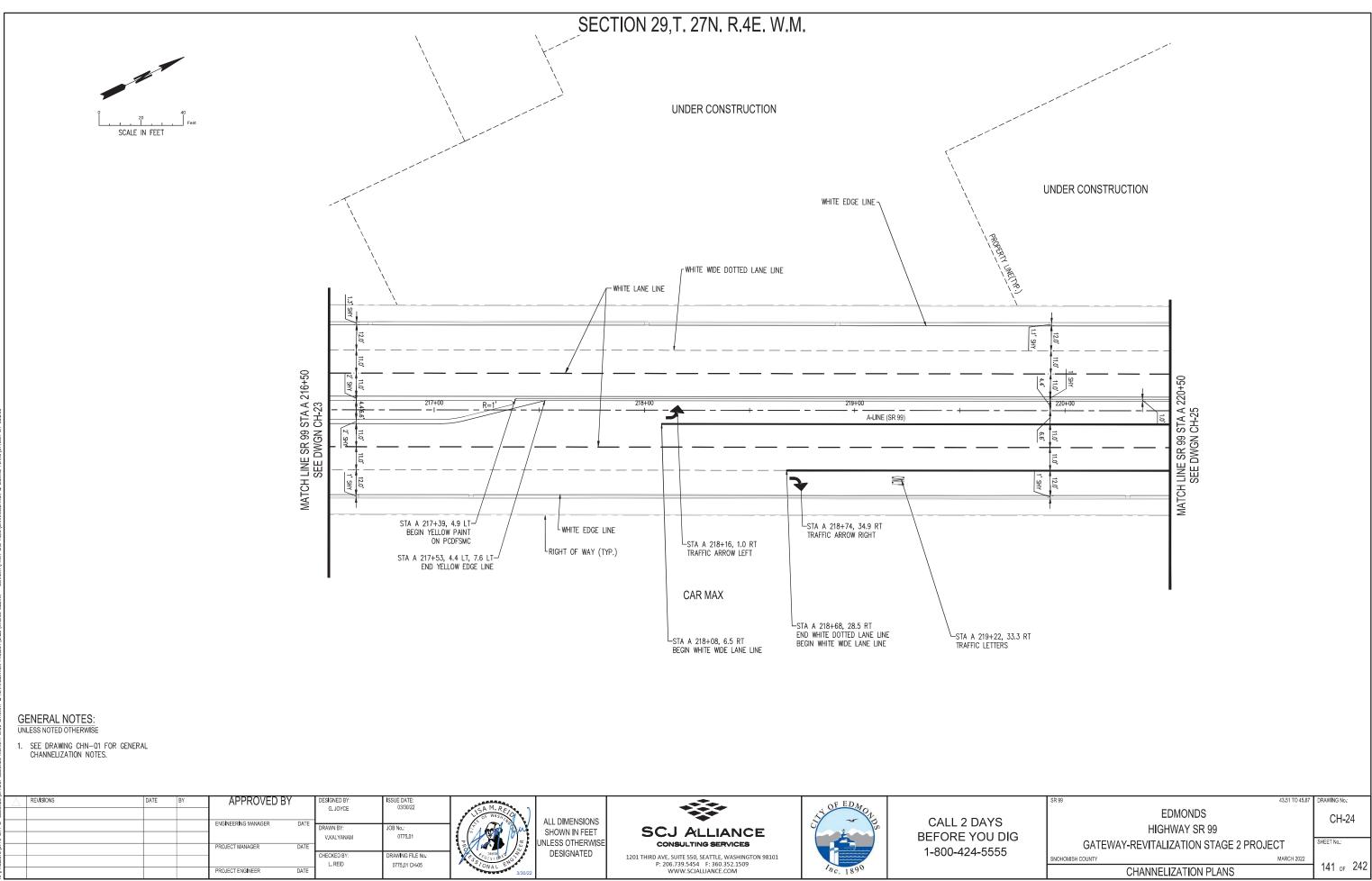


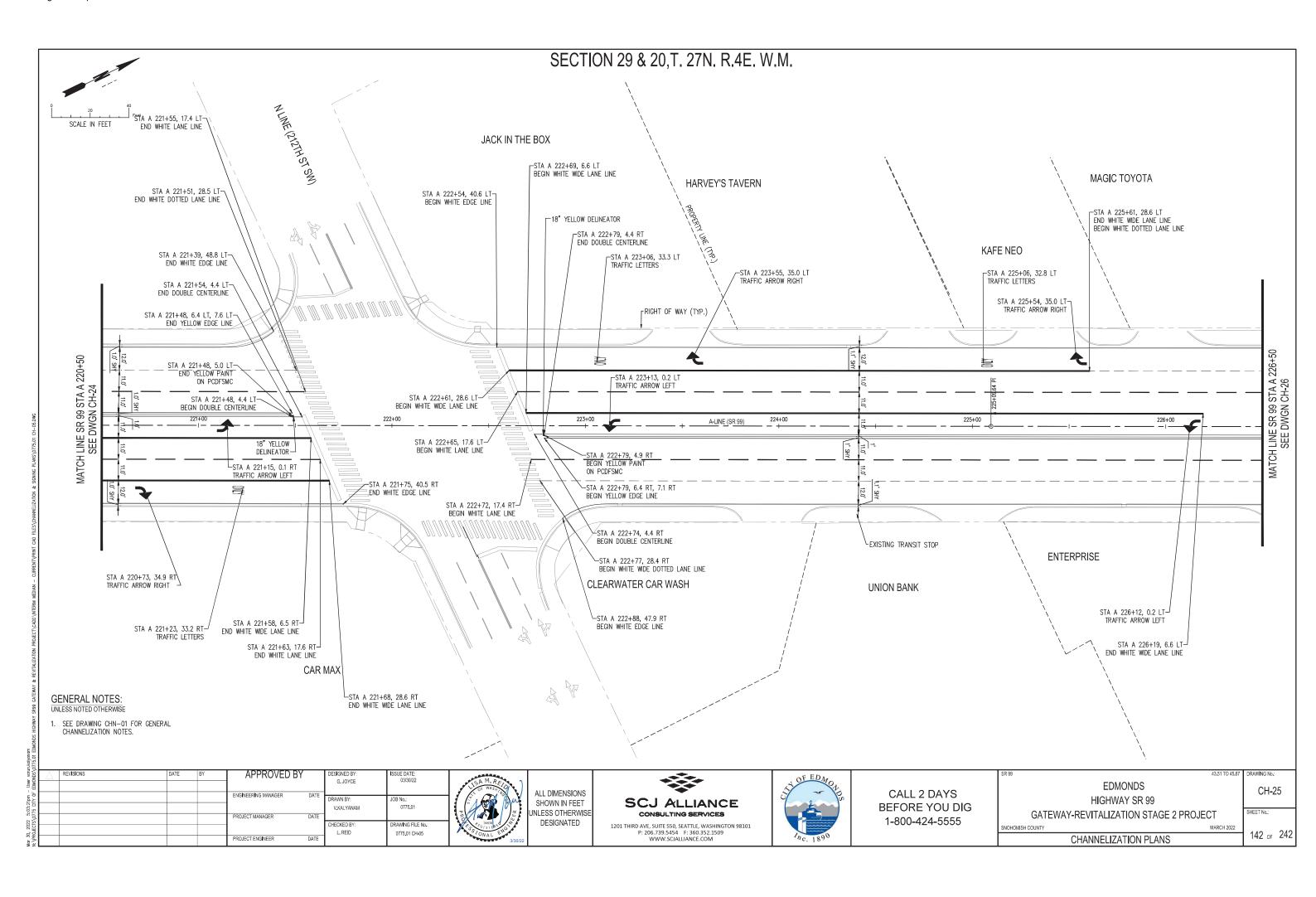
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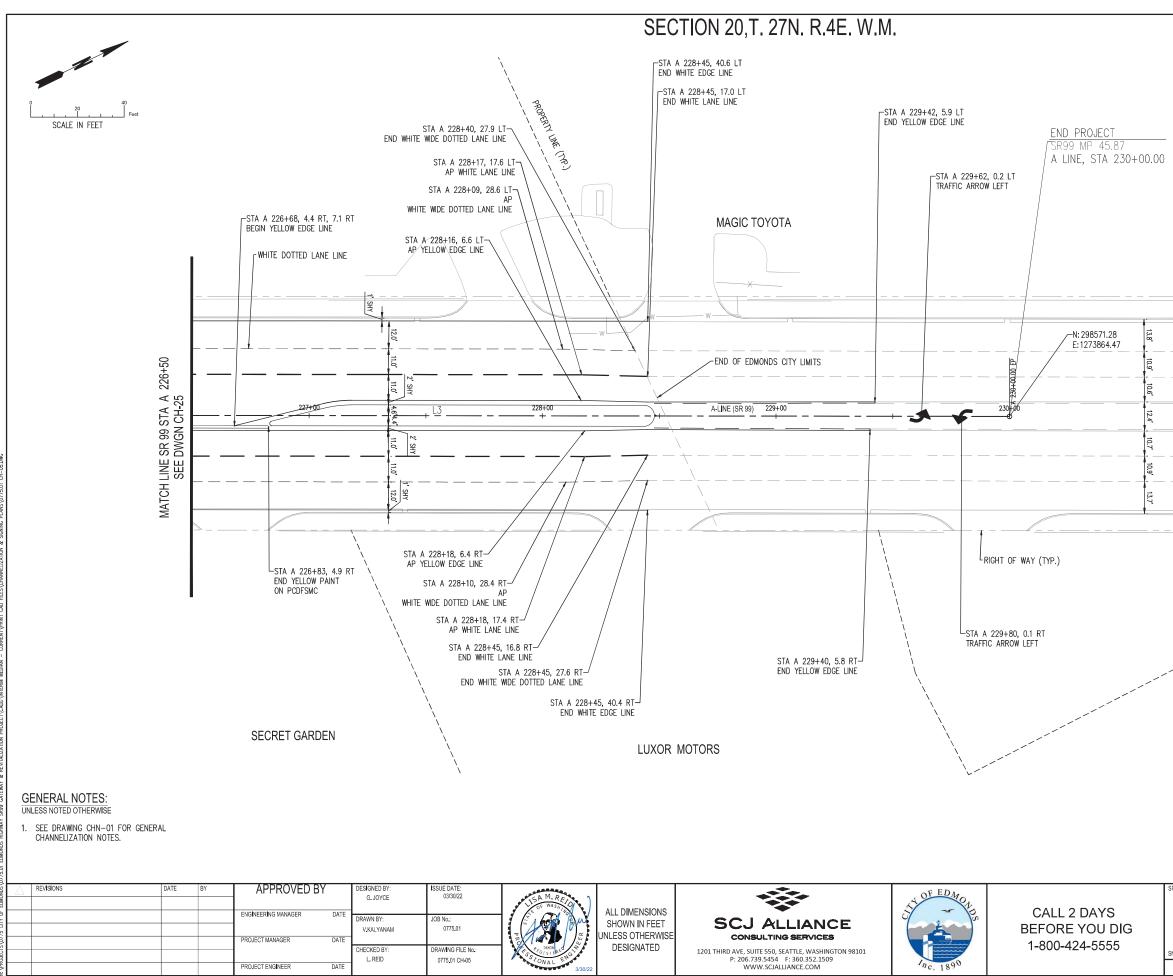
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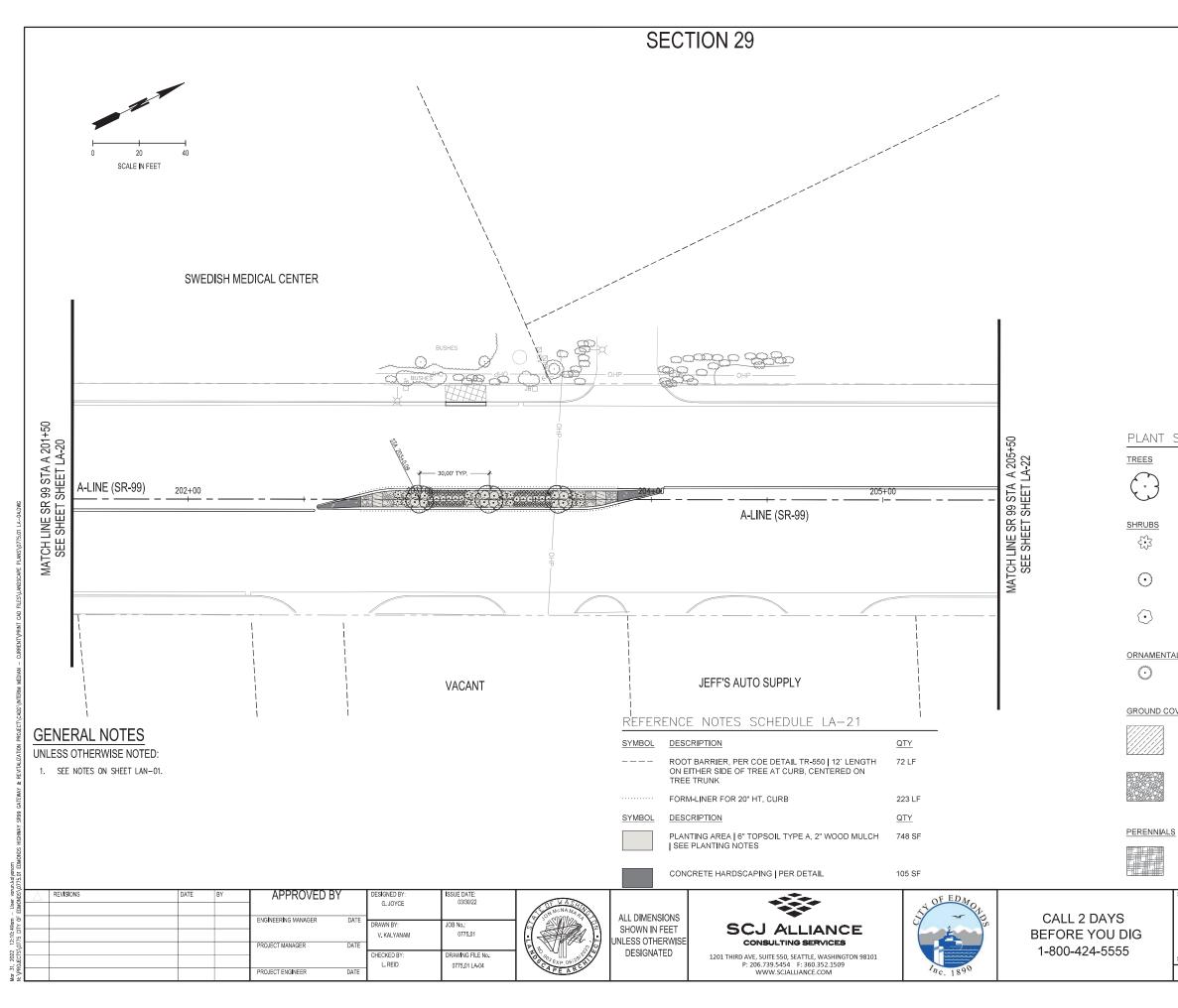




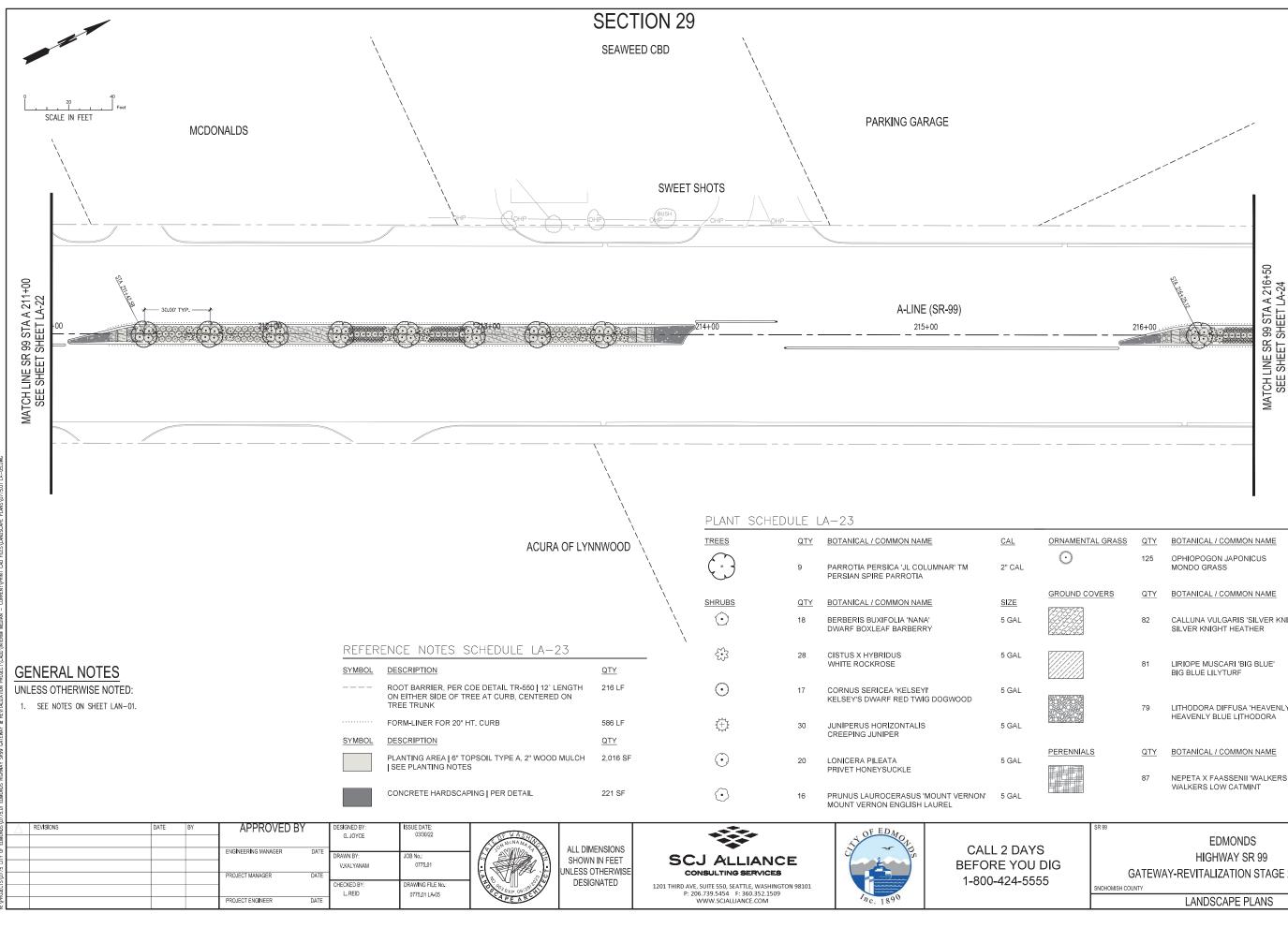




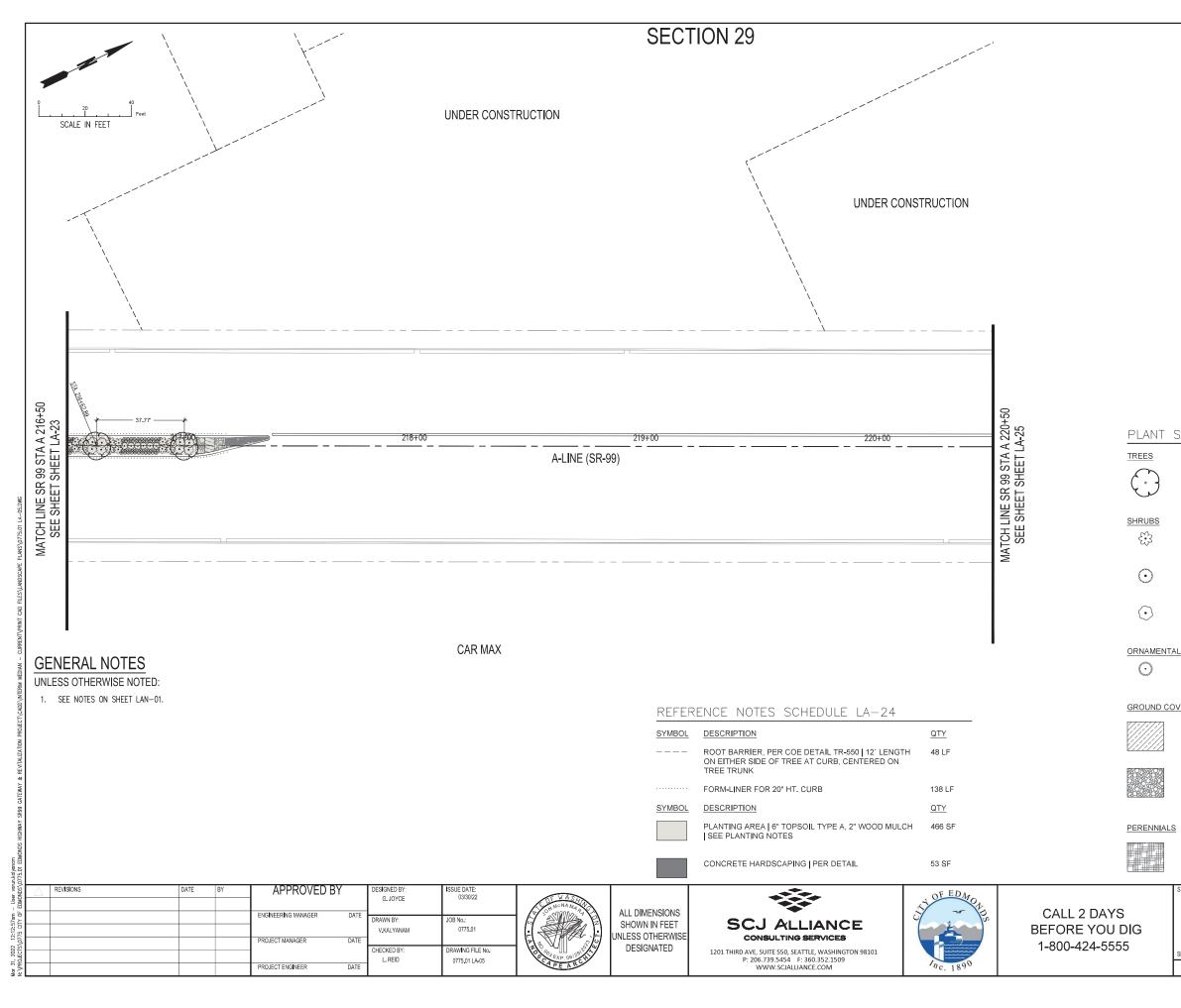
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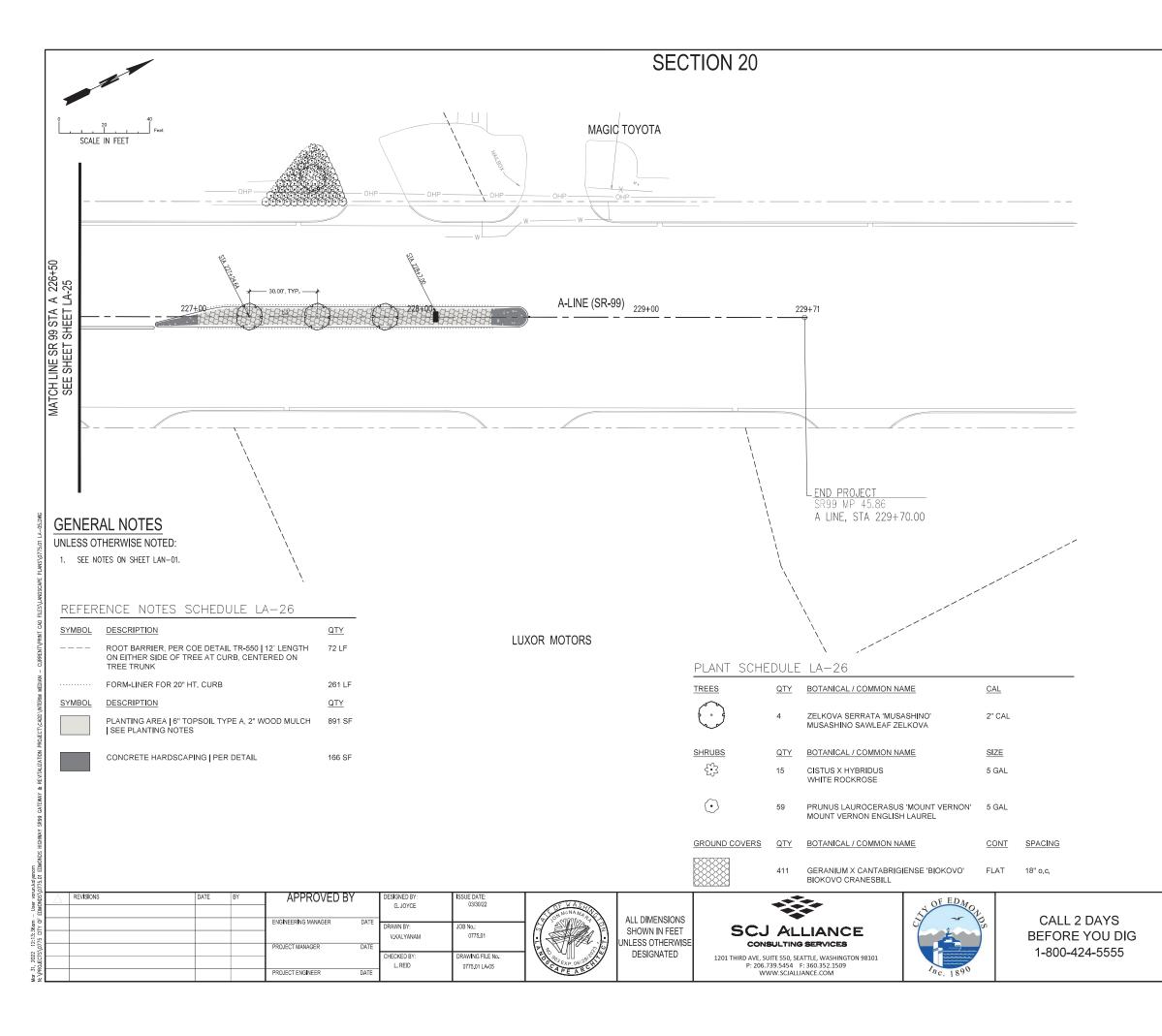
SCHEDL	JLE L	A-21		
	QTY	BOTANICAL / COMMON NAME	CAL	
	3	PARROTIA PERSICA 'JL COLUMNAR' TM PERSIAN SPIRE PARROTIA	2" CAL	
	QTY	BOTANICAL / COMMON NAME	SIZE	
	16	CISTUS X HYBRIDUS WHITE ROCKROSE	5 GAL	
	12	CORNUS SERICEA 'KELSEYI' KELSEY'S DWARF RED TWIG DOGWOOD	5 GAL	
	12	PRUNUS LAUROCERASUS 'MOUNT VERNON' MOUNT VERNON ENGLISH LAUREL	5 GAL	
L GRASS	QTY	BOTANICAL / COMMON NAME	SIZE	
	88	OPHIOPOGON JAPONICUS MONDO GRASS	1 GAL	
VERS	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	58	LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LILYTURF	1 GAL	12" o.c.
	54	LITHODORA DIFFUSA 'HEAVENLY BLUE' HEAVENLY BLUE LITHODORA	1 GAL	12" o.c.
	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	64	NEPETA X FAASSENII 'WALKERS LOW' WALKERS LOW CATMINT	1 GAL	12" o.c.
SR 99			43.51 TO 45.87	DRAWING No.:
		EDMONDS		LA-21
		HIGHWAY SR 99		
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SNOHOMISH COU	NTY	LANDSCAPE PLANS	MARCH 2022	201 _{OF} 242



BOTANICAL / COMMON NAME OPHIOPOGON JAPONICUS MONDO GRASS BOTANICAL / COMMON NAME	<u>SIZE</u> 1 GAL <u>CONT</u>	
OPHIOPOGON JAPONICUS MONDO GRASS BOTANICAL / COMMON NAME	1 GAL	
	CONT	
		SPACING
CALLUNA VULGARIS 'SILVER KNIGHT' SILVER KNIGHT HEATHER	1 GAL	24" o.c.
LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LILYTURF	1 GAL	12" o.c.
LITHODORA DIFFUSA 'HEAVENLY BLUE' HEAVENLY BLUE LITHODORA	1 GAL	12" o.c.
BOTANICAL / COMMON NAME	CONT	SPACING
NEPETA X FAASSENII 'WALKERS LOW' WALKERS LOW CATMINT	1 GAL	12" o.c.
	43.51 TO 45.87	DRAWING No.:
EDMONDS HIGHWAY SR 99		LA-23
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LANDSCAPE PLANS	MARCH 2022	202 _{OF} 242
	NEPETA X FAASSENII 'WALKERS LOW' WALKERS LOW CATMINT EDMONDS HIGHWAY SR 99 VAY-REVITALIZATION STAGE 2 PROJE	NEPETA X FAASSENII WALKERS LOW 1 GAL WALKERS LOW CATMINT 43.51 TO 45.87 EDMONDS HIGHWAY SR 99 VAY-REVITALIZATION STAGE 2 PROJECT MARCH 2022



SCHEDULE LA-24						
	<u>QTY</u>	BOTANICAL / COMMON NAME	CAL			
	2	PARROTIA PERSICA 'JL COLUMNAR' TM PERSIAN SPIRE PARROTIA	2" CAL			
	QTY	BOTANICAL / COMMON NAME	SIZE			
	12	CISTUS X HYBRIDUS WHITE ROCKROSE	5 GAL			
	7	CORNUS SERICEA 'KELSEYI' KELSEY'S DWARF RED TWIG DOGWOOD	5 GAL			
	8	PRUNUS LAUROCERASUS 'MOUNT VERNON' MOUNT VERNON ENGLISH LAUREL	5 GAL			
L GRASS	QTY	BOTANICAL / COMMON NAME	SIZE			
	51	OPHIOPOGON JAPONICUS MONDO GRASS	1 GAL			
VERS	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	<u>SPACING</u>		
	26	LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LILYTURF	1 GAL	12" o.c.		
	27	LITHODORA DIFFUSA 'HEAVENLY BLUE' HEAVENLY BLUE LITHODORA	1 GAL	12" o.c.		
<u>)</u>	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	SPACING		
	29	NEPETA X FAASSENII 'WALKERS LOW' WALKERS LOW CATMINT	1 GAL	12" o.c.		
SR 99			43.51 TO 45.87	DRAWING No.:		
		EDMONDS		LA-24		
HIGHWAY SR 99						
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SNOHOMISH COUNTY MARCH 2022 203 OF 242						
LANDSCAPE PLANS						



SR 99 43.51 TO 45.87	DRAWING No .:	
EDMONDS	I A-26	
HIGHWAY SR 99	27120	
GATEWAY-REVITALIZATION STAGE 2 PROJECT	SHEET No .:	
SNOHOMISH COUNTY MARCH 2022		
LANDSCAPE PLANS	204 _{OF} 242	

EXHIBIT B Gateway Sign Details



General Description: Pylon Sign- LED Internally illuminated, single face.

- The "Welcome to" letters are routed thru the cabinet face metal to allow only the letter faces to be illuminated with the background cabinet remaining opaque.
- 2. The word "Edmonds" to be individual channel letterforms, each to be front lit.
- 3. The vertical wave shape consists of two parts. The front one is "halo lit", fabricated as a reverse channel to allow light to shine out the back and reflect off the surface of the backer, which is a flat cut out wave. The lighting design intent here is to create an even glow of light, (without hot spots), as a means to highlight the perimeter edge of the front wave.

DocuSian

Certificate Of Completion

Envelope Id: 524819D442D747629D961A756C6440F5 Status: Completed Subject: Please DocuSign: Hwy 99 Revitalization and Gateway Project - Stage 2 - Revised Agreement - Lynn... Source Envelope: Document Pages: 22 Signatures: 1 Envelope Originator: Certificate Pages: 5 Initials: 2 Brady Schach

Signature

DM

VA)

DocuSigned by

5E0020D425DB4B8

Christine Frizzell

AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original 9/15/2022 10:58:36 AM

Signer Events

David Mach

DMach@Lynnwoodwa.gov

Public Works Manager

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/15/2022 11:27:54 AM ID: cc96ef31-81d2-4f21-915e-cc1518478b69

Bill Franz

WFranz@Lynnwoodwa.gov

5Public Works Dir.

Public Works Dir.

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 9/15/2022 12:04:50 PM ID: b143dbd1-5d35-4d5d-a79e-eb887f10a6ce

Christine Frizzell

CFrizzell@Lynnwoodwa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 9/15/2022 12:21:22 PM ID: fb1ccb32-1b9a-4053-97ae-48cc9b985042 Holder: Brady Schach

bschach@lynnwoodwa.gov

Signature Adoption: Pre-selected Style

Using IP Address: 174.127.205.70

Location: DocuSign

Timestamp

19100 44th Ave W

Lynnwood, WA 98036

bschach@lynnwoodwa.gov IP Address: 24.18.220.234

Sent: 9/15/2022 11:01:06 AM Viewed: 9/15/2022 11:27:54 AM Signed: 9/15/2022 11:28:19 AM

Sent: 9/15/2022 11:28:24 AM Viewed: 9/15/2022 12:04:50 PM Signed: 9/15/2022 12:05:16 PM

Signature Adoption: Drawn on Device Using IP Address: 174.215.116.219 Signed using mobile

Signature Adoption: Pre-selected Style Using IP Address: 174.127.205.70

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Sent: 9/15/2022 12:05:23 PM Viewed: 9/15/2022 12:21:22 PM Signed: 9/15/2022 12:21:38 PM

In Person Signer Events Signature Timestamp **Editor Delivery Events** Status Timestamp **Agent Delivery Events** Status Timestamp Intermediary Delivery Events Timestamp Status **Certified Delivery Events** Status Timestamp

Carbon Copy Events	Status	Timestamp		
Ty Nevins	CODIED	Sent: 9/15/2022 12:21:44 PM		
TNevins@Lynnwoodwa.gov	COPIED	Viewed: 9/15/2022 1:11:20 PM		
Security Level: Email, Account Authentication (None)				
Electronic Record and Signature Disclosure: Not Offered via DocuSign				
Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	9/15/2022 11:01:06 AM		
Certified Delivered	Security Checked	9/15/2022 12:21:22 PM		
Signing Complete	Security Checked	9/15/2022 12:21:38 PM		
Completed	Security Checked	9/15/2022 12:21:44 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Lynnwood, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact City of Lynnwood, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ccapifoni@ci.lynnwood.wa.us

To advise City of Lynnwood, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ccapifoni@ci.lynnwood.wa.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Lynnwood, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ccapifoni@ci.lynnwood.wa.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Lynnwood, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to ccapifoni@ci.lynnwood.wa.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Operating Systems:	Windows2000? or WindowsXP?	
Browsers (for SENDERS):	Internet Explorer 6.0? or above	
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,	
	NetScape 7.2 (or above)	
Email:	Access to a valid email account	
Screen Resolution:	800 x 600 minimum	
Enabled Security Settings:		
	•Allow per session cookies	
	•Users accessing the internet behind a Proxy	
	Server must enable HTTP 1.1 settings via	
	proxy connection	

Required hardware and software

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify City of Lynnwood, WA as described above, I consent to • receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Lynnwood, WA during the course of my relationship with you.