

## ENTRY AGREEMENT

This Agreement made this 5<sup>th</sup> day of JULY, 2023, ("Effective Date") by and between WHATCOM COUNTY, a Washington Municipal Corporation (hereinafter referred to as "LICENSOR") and Dan Parcher (hereinafter referred to as "LICENSEE") whereby LICENSOR grants LICENSEE access to:

Property ID #34213, Parcel #370422 332305 0000, Whatcom County, Washington

Lots 3 to 16 inclusive, Block 15, as shown on the plat of "Blue Canyon City" recorded in Volume 4 of Plats, page 7 in the Auditor's office of Whatcom County, Washington lying Westerly of Blue Canyon County Road No. 689.

Also that portion of vacated Railroad Avenue that would attach by operation of law, as shown on the plat of "Blue Canyon City" recorded in Volume 4 of Plats, page 7 in the Auditor's office of Whatcom County, Washington, and as vacated in Volume 51, pages 211 and 212 of Commissioner's Proceedings of Whatcom County, Washington, and as depicted on that certain Record of Survey, recorded under Auditor's File No. 2018-0302805, records of Whatcom County, Washington.

Less Roads.

Situate in Whatcom County, Washington..

(hereinafter referred to as "Property"), for the purposes specified below. LICENSOR grants LICENSEE access to the Property on the terms and conditions of this agreement.

### **1. GRAND OF LICENSE.**

LICENSOR grants a temporary Right of Entry for reasonable access on, across, under, and through the Property to remove vegetation and excavate a single trench no longer than 1.5 feet wide and 43 feet long in which to install an electrical service line to LICENSEE'S private residence (See Exhibit "A"). Excavation and temporary ground disturbance shall be the minimum necessary to accommodate said electrical service line-, and shall comply with land disturbance requirements and limitations regulated by all Whatcom County Codes including 20.51.410 – Seasonal Clearing Activity Limitations. This Right of Entry does not waive LICENSEE from obtaining any and all permits necessary for work on the Property. Further the Right of Entry does not waive any requirement upon LICENSEE for obtaining permission from any utility that may have easement rights on Property.

LICENSEE agrees to stabilize and restore all ground disturbance areas to the satisfaction of the LICENSOR.

### **2. TERM.**

The term of this Right of Entry shall commence on the date on which this agreement is executed by both parties and continue in effect until work necessary to complete the private electrical service line has been completed, but not later than 10/1/2023.

### **3. INDEMNIFICATION AND HOLD HARMLESS**

## ENTRY AGREEMENT

1. The LICENSEE agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent such injury or damage 1) is caused in whole or in part by any act, error or omission negligent or otherwise, of the LICENSEE, its employees, or agents or volunteers or LICENSEE's subcontractors and their employees or agents or volunteers; or 2) directly or indirectly arising out of or resulting from all activity or purposes provided under this Agreement, including but not limited to, maintenance and repairs or use of equipment or materials on County premise or 3) are based upon the LICENSEE or its subcontractors' use of, presence upon or use of the property of the County or 4) are related to any event, incident, acts of god, or third party activity. This indemnification obligation of the LICENSEE shall not apply to the extent the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of any concurrent act or omission of the parties, each party shall pay its own proportionate share of attorney fees, costs and any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and, they shall submit apportionment to binding arbitration. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

2. This indemnification obligation of the LICENSEE shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the LICENSEE hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the LICENSEE are a material inducement to County to enter into this agreement, are reflected in this agreement, and have been mutually negotiated by the parties.

3. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of LICENSEE's indemnity obligations under this agreement.

4. In the event the LICENSEE enters into contracts to accomplish the purposes described in Section 1 of this agreement, the LICENSEE's contractors shall indemnify the County on a basis equal to or exceeding LICENSEE's indemnity and insurance obligations to the County.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

#### **4. INSURANCE**

LICENSEE and/or agents of the LICENSEE shall, at all times during the term of this license, at its own cost and expense, buy and maintain in effect insurance of the types and amounts listed below:

**ENTRY AGREEMENT**

- a. General Liability and Bodily Injury: \$1,000,000.00, per occurrence
- b. Property Damage: \$500,000.00.00, per occurrence
- c. Annual Aggregate: \$2,000,000.00
  
- b. Automobile Liability Insurance Coverage: \$1,000,000.00, per occurrence  
\$2,000,000.00, annual aggregate
  
- c. Workers Compensation Coverage as required by the Industrial Insurance laws of the State of Washington

LICENSEE shall provide proof of such insurance to Whatcom County prior to any activities granted under this ENTRY AGREEMENT.

**5. Payment.**

As consideration for this license and permanent encumbrance to Property, LICENSEE shall pay LICENSOR fair market value for a permanent utility easement area of forty-three (43) feet by ten (10) feet in width with five (5) feet on each side of a centerline of the installed electrical service line at a rate of \$5.25 per square foot for a grand total of

Two Thousand Two Hundred Fifty-Seven Fifty Cents (\$2,257.50).

**6. Governing Law/Venue.**

The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Washington. Venue for any suit or other action arising herefrom shall be in the Superior or District Court for Whatcom County, Washington.

**7. No Third-Party Rights/Assignment.**

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. LICENSEE may not assign its rights under this Agreement without LICENSOR'S prior written consent, which may not be unreasonably withheld, conditioned, or delayed.

Dated: \_\_\_\_\_, 2023.

Dated: 7/5, 2023

**LICENSOR: Whatcom County**

**LICENSEE: Dan Parcher**

Signature: \_\_\_\_\_

Signature: D. S. Parcher

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:  
Prosecuting Attorney's Office

Approved via email / BW  
Brandon Waldron, Prosecuting Attorney

Date: 6/28/23

**Exhibit "A"**



Blue Canyon Road

Ptn APN 370422 200435  
Whatcom County Parks

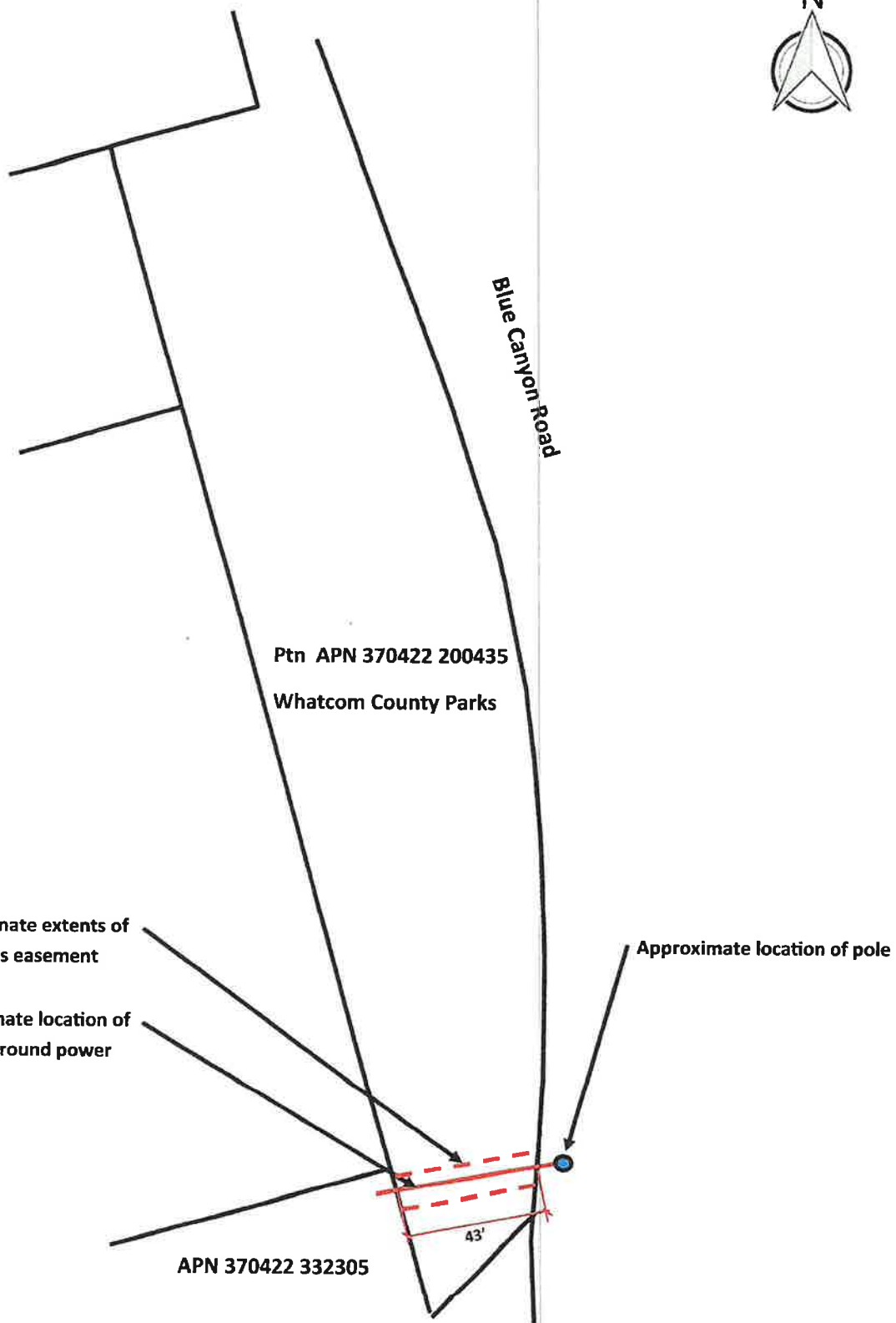
Approximate extents of  
access easement

Approximate location of  
underground power

Approximate location of pole

APN 370422 332305

43'



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This Agreement made this 30 day of JUNE, 2023, ("Effective Date") by and between WHATCOM COUNTY, a Washington Municipal Corporation (hereinafter referred to as "LICENSOR") and Doug Angell (hereinafter referred to as "LICENSEE") whereby LICENSOR grants LICENSEE access to:

Property ID #34213, Parcel #370422 323345 0000, Whatcom County, Washington

Lots 3 to 16 inclusive, Block 15, as shown on the plat of "Blue Canyon City" recorded in Volume 4 of Plats, page 7 in the Auditor's office of Whatcom County, Washington lying Westerly of Blue Canyon County Road No. 689.

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Less Roads.

Situate in Whatcom County, Washington..

(hereinafter referred to as "Property"), for the purposes specified below. LICENSOR grants LICENSEE access to the Property on the terms and conditions of this agreement.

### **1. GRAND OF LICENSE.**

LICENSOR grants a temporary Right of Entry for reasonable access on, across, under, and through the Property to remove vegetation and excavate a single trench no longer than 1.5 feet wide and 95 feet long in which to install an electrical service line to LICENSEE'S private residence (See Exhibit "A"). Excavation and temporary ground disturbance shall be the minimum necessary to accommodate said electrical service line-, and shall comply with land disturbance requirements and limitations regulated by all Whatcom County Codes including 20.51.410 – Seasonal Clearing Activity Limitations. This Right of Entry does not waive LICENSEE from obtaining any and all permits necessary for work on the Property. Further the Right of Entry does not waive any requirement upon LICENSEE for obtaining permission from any utility that may have easement rights on Property.

LICENSEE agrees to stabilize and restore all ground disturbance areas to the satisfaction of the LICENSOR.

### **2. TERM.**

The term of this Right of Entry shall commence on the date on which this agreement is executed by both parties and continue in effect until work necessary to complete the private electrical service line has been completed, but not later than 10/1/2023.

### **3. INDEMNIFICATION AND HOLD HARMLESS**

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1. The LICENSEE agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent such injury or damage 1) is caused in whole or in part by any act, error or omission negligent or otherwise, of the LICENSEE, its employees, or agents or volunteers or LICENSEE's subcontractors and their employees or agents or volunteers; or 2) directly or indirectly arising out of or resulting from all activity or purposes provided under this Agreement, including but not limited to, maintenance and repairs or use of equipment or materials on County premise or 3) are based upon the LICENSEE or its subcontractors' use of, presence upon or use of the property of the County or 4) are related to any event, incident, acts of god, or third party activity. This indemnification obligation of the LICENSEE shall not apply to the extent the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of any concurrent act or omission of the parties, each party shall pay its own proportionate share of attorney fees, costs and any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and, they shall submit apportionment to binding arbitration. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

2. This indemnification obligation of the LICENSEE shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the LICENSEE hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the LICENSEE are a material inducement to County to enter into this agreement, are reflected in this agreement, and have been mutually negotiated by the parties.

3. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of LICENSEE's indemnity obligations under this agreement.

4. In the event the LICENSEE enters into contracts to accomplish the purposes described in Section 1 of this agreement, the LICENSEE's contractors shall indemnify the County on a basis equal to or exceeding LICENSEE's indemnity and insurance obligations to the County.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

#### **4. INSURANCE**

LICENSEE and/or agents of the LICENSEE shall, at all times during the term of this license, at its own cost and expense, buy and maintain in effect insurance of the types and amounts listed below:

**ENTRY AGREEMENT**

- a. General Liability and Bodily Injury: \$1,000,000.00, per occurrence
- b. Property Damage: \$500,000.00.00, per occurrence
- c. Annual Aggregate: \$2,000,000.00
  
- b. Automobile Liability Insurance Coverage: \$1,000,000.00, per occurrence  
\$2,000,000.00, annual aggregate
  
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LICENSEE shall provide proof of such insurance to Whatcom County prior to any activities granted under this ENTRY AGREEMENT.

**5. Payment.**

As consideration for this license and permanent encumbrance to Property, LICENSEE shall pay LICENSOR fair market value for a permanent utility easement area of ninety-five (95) feet by ten (10) feet in width with five (5) feet on each side of a centerline of the installed electrical service line at a rate of \$5.25 per square foot for a grand total of

Four Thousand Nine Hundred Eighty-Seven Fifty Cents (\$4,987.50).

**6. Governing Law/Venue.**

The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Washington. Venue for any suit or other action arising herefrom shall be in the Superior or District Court for Whatcom County, Washington.

**7. No Third-Party Rights/Assignment.**

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. LICENSEE may not assign its rights under this Agreement without LICENSOR'S prior written consent, which may not be unreasonably withheld, conditioned, or delayed.

Dated: 6/30/, 2023.

Dated: 6/30/, 2023

**LICENSOR: Whatcom County**

**LICENSEE: Doug Angell**

Signature: \_\_\_\_\_

Signature: Doug Angell

Title: \_\_\_\_\_

Title: OWNER

Approved as to form:  
Prosecuting Attorney's Office

Approved via email/BW  
Brandon Waldron, Prosecuting Attorney

Date: 6/28/23

Exhibit "A"

