

RIGHT OF ENTRY AND RELEASE AGREEMENT

1. **Grant of Right of Entry.** The undersigned Grantor, the owner of certain real property (the "Property") located at _____ in Mercer Island, Washington and known as parcel number _____, grants, conveys and warrants to the City of Mercer Island, a Washington municipal Corporation ("Grantee"), and its employees, agents and contractors, the right to enter upon, over or under the Property for the following purpose: 1) performance of a critical area study; 2) any applicable follow-up site visits to assess the area before construction; and 3) access during construction for the new sewer pipe installation.

2. **Restoration of Property.** Grantee shall, to the extent reasonably practicable, restore Grantor's Property to a condition substantially similar to its condition prior to such work.

3. **Release.** Except for any claims arising out of Grantee's failure to perform its obligations under Section 2 above, Grantor agrees to release the Grantee, its elected officials, officers, employees, agents, and contractors from any and all claims, demands, losses, actions and liabilities arising from, resulting from, or connected with Grantee performing the activity or work described in Section "1" above on the Property.

4. **No Duty.** By entering the Property, the City assumes no duty to the Grantor, except as expressly set forth herein.

5. **Effective Time Period.** This Right of Entry and Release Agreement shall commence August 1, 2022 and terminate once the project has been completed but no later than the anticipated date of December 31, 2024.

6. **Response Deadline.** The City would appreciate having this form be sent no later than **July 31, 2022.**

GRANTOR (Individual)	GRANTOR (Corporate)
_____	_____
(property owner signature)	(corporation name)
_____	By: _____
(typed/printed name)	(signature)
_____	_____
(renter/tenant signature, if applicable)	(typed/printed name)
_____	_____
(typed/printed name)	(title)

GRANTOR: DATED THIS _____ day of _____, 20__.