

Site Access Agreement for Seismic Monitoring

Date: 11 May 2021

This Site Access Agreement (“Agreement”) is between City of McCleary (“Grantor”) as property owner and the University of Washington, a state institution of higher education (“UW”) on behalf of the Pacific Northwest Seismic Network (“PNSN”), a cooperative organization whose members include UW, the University of Oregon and the U.S. Geologic Survey.

RECITALS

- A. PNSN is conducting research in Washington and Oregon identifying earthquake hazards, assessing earthquake risks, and monitoring seismic activity with emphasis on data contribution to *ShakeAlert*, an Earthquake Early Warning system.
- B. This research includes installing equipment at various sites and Grantor wishes to support PNSN by granting access for this purpose.

TERMS

- 1. Ownership. Grantor owns the real property (“Property”) located at:  
Physical Address: \_\_\_\_\_  
Tax Parcel #(s): Grays Harbor County Parcel: 618051321004  
Equipment Location: In northwest corner of gated compound  
Latitude: +47.05457 Longitude: -123.25721  
Station Name: UW.DOORS
- 2. Permission. At UW’s sole cost, Grantor grants PNSN and PNSN’s members permission to enter the Property for the limited purpose of conducting seismic monitoring, operation, maintenance and retrieval of data. This includes the right to construct, install, inspect, relocate, and maintain telecommunications equipment (“Equipment”).
- 3. Term and Termination of the Agreement. This Agreement will be in effect from 17 May 2021 and will continue through 16 May 2026 and then automatically renew every five (5) years. Either party may terminate this Agreement at any time by providing at least ninety-(90)-days’ written notice to the other party.
- 4. Installation, Operation & Removal.
  - a. PNSN will notify Grantor prior to installing any Equipment on the Property. Entry onto the Property by PNSN may occur only at reasonable times after reasonable notice to Grantor as provided below in Section 9(b). While on the Property, PNSN will use all reasonable efforts not to interfere with Grantor’s use of the Property.

- b. If the Equipment is located within Grantor's building, PNSN may use one (1) 120-volt outlet for backup low-level power that is expected to draw no more than 10 watts.
  - c. In order to record seismic activity, the Equipment must be located so that it does not move during seismic events. As a result, placement of the Equipment may require anchoring, fixing or bolting of the Equipment to the Property with the prior approval of Grantor.
  - d. PNSN will install, maintain, and operate the Equipment in accordance with applicable law and with all reasonable precaution to avoid damage to Grantor's land or property.
  - e. Upon termination of this Agreement, PNSN will remove the Equipment and restore areas of the Property on which the Equipment was located to their pre-existing condition (as nearly as possible) prior to the commencement of activities under this Agreement. This removal and restoration will be completed within ninety (90) days after the date of termination unless extended by the mutual agreement of the parties, such agreement not to be unreasonably withheld.
5. Condition of the Property. UW acknowledges that (a) Grantor has made no representation or warranty concerning the condition of the Property or the fitness of its use for seismic monitoring and, (b) entry onto the Property is accepted strictly in an "as is" condition and solely at the risk of PNSN and its members.
6. Right to Remove Equipment. Equipment located on the Property will not become a fixture. PNSN will have the right to remove any or all of the Equipment at any time.
7. Liens. PNSN shall not permit any mechanics or other liens to be filed against the Property by reason of labor or materials furnished to the Property by PNSN.
8. Liability/Insurance. Grantor shall be reimbursed for losses arising from property damage caused in whole or in part by the negligent act or omission of any employee or agent of the UW or PNSN while performing activities under this Agreement. Grantor assumes no liability for loss or damage to the Equipment or for injuries to UW's agents, contractors, employees or representatives while in, on, or about the Property.

9. Notices.

(a) General Notices. Notices to the other party, for matters not involving access and entry to the Property, will be effective three (3) days after mailing in the US mail, postage prepaid, certified or registered mail, return receipt requested. Any notice by personal delivery will be deemed given when actually delivered.

To Grantor at:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

To UW/PNSN at:

University of Washington

PNSN

Campus Box 351310

Seattle, WA 98195-1310

Phone: (206) 616-0942

e-mail: [pnsn-admin@uw.edu](mailto:pnsn-admin@uw.edu)

(b) Notices for Access and Entry to the Property. Grantor's preferred means for being contacted when PNSN is planning to access and enter the Property is by  phone,  e-mail, or  not all. Notices for access and entry to the Property shall be provided to Grantor as set forth above in Section 9(a) unless as may be alternatively provided below:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

10. Transfer or Sale of Property. Grantor will notify (a) UW of any sale or transfer of the Property at least thirty (30) days prior to such sale or transfer and (b) any third-party purchaser/transferee of the Property of the existence and terms of this Agreement.

11. Authority. Grantor represents and warrants that Grantor owns the Property and has the legal authority to enter into this Agreement and grant UW the access it provides.

**AGREED TO BY:**

**GRANTOR**

**UW**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Paul Bodin

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

Title: Network Manager

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

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