Snohomish County Department of Conservation and Natural Resources,
6705 Puget Park Drive
Snohomish, WA 98296

TEMPORARY USE LICENSE

This Temporary Use License ("License") is entered into this _____ day of August, 2024, by and between Snohomish County, a political subdivision of the State of Washington ("GRANTOR"), and Southern By Design, LLC, a Washington limited liability company, ("GRANTEE").

WHEREAS, GRANTOR is the owner of real property known as Rhody Ridge Park, situated in the County of Snohomish, State of Washington, described as follows (hereinafter "Property") and more specifically described on Exhibit A attached and incorporated herein by this reference:

WHEREAS, the GRANTEE has been contracted by the Rhody Ridge Foundation to perform services upon the Property, Year-round and seasonal landscaping, irrigation system and other miscellaneous gardening tasks. Working with various species and projects across multiple dates throughout the year.

NOW, THEREFORE, the Parties agree as follows:

1. Right to Enter Premises and Perform Work. GRANTOR hereby grants to GRANTEE, a temporary, nonexclusive License across, over, under and upon the Property for the exclusive purpose of performing work described as seasonal and year-round landscaping, irrigation systems, and outdoor maintenance and repair work; Working with various plant species and various projects across the property throughout the next year.

GRANTEE may use the Property for the contracted Uses and for no other use or purpose without the GRANTOR'S written consent, which may be granted or withheld in the GRANTOR'S sole discretion. GRANTOR shall be responsible for all costs and expenses. All work shall be performed in accordance with the standards of practice for the jurisdiction in which the work is to be performed.

2. Term. The term of this License will commence August 15, 2024 ("Commencement Date") and will terminate August 14, 2025 ("Termination Date"). The Grantee shall enter to perform the work described in Section 1 on August 15, 2024 to August 14, 2025 between 8:00 AM to 6:00 PM. This License may be extended for up to one additional year, upon County's written consent which may be granted or withheld at the sole discretion of the County.

3. Consideration. Waived for Mutual Benefit.

4. Compliance with License Terms and Conditions. GRANTEE agrees to comply with all terms and conditions of this License. GRANTEE shall respect and protect all property, contracts, persons, and attendant rights that might be affected by the work authorized herein.

There will be no Park closure for proposed work without prior written notification from GRANTOR.

5. Indemnification and Hold Harmless GRANTEE agrees:

a. Grantee shall hold harmless, indemnify, and defend, at its own expense, Snohomish County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of or relating to Grantee's activities associated with this Agreement, including claims by Grantee 's employees, agents, or volunteers or other third parties.

b. Grantee further agrees that the County shall not be held liable for any claims for damage to Grantee's (or its Representatives') property placed on the County Property by Grantee during the term of this Agreement.

c. WAIVER: GRANTEE agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, GRANTEE, by MUTUAL NEGOTIATION, hereby waives with respect to GRANTOR only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

d. The hold harmless, indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this License.

6. Insurance Coverage. By the execution of this Permit, the Grantee, at its' own cost, shall have procured and will maintain for the duration of this License, insurance as specified in this section. The Grantee shall furnish the County with certificates of insurance and endorsements required by this License. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

1. General. Each insurance policy shall be written on an "occurrence" form. By requiring the minimum insurance coverage set forth, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Grantee under this License. The Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

2. No Limitation on Liability. The Grantee's maintenance of insurance as required by this License shall not be construed to limit the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

3. Minimum Scope and Limits of Insurance; The Grantee shall maintain limits as broad as, and with no less than,

   i. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.
   ii. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition.

4. Other Insurance Provisions and Requirements. The insurance coverage(s) required in this License for all liability policies except workers' compensation, if applicable, must contain, or must be endorsed to contain the following provisions:

   i. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Grantee in connection with this License. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.
   ii. The Grantee 's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
   iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Grantee 's liability to the County and shall be the sole responsibility of the Grantee.
   iv. Insurance coverage is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. Any exception must be approved by the County.
   v. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County. If at any time any of the foregoing policies fail to meet minimum requirements, the Grantee shall, upon notice to that effect from the County,

promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

7. No Interest in Property. GRANTEE agrees that GRANTEE does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the Property by virtue of this License or the work authorized by this License.

8. No Interference or Obstruction. GRANTEE agrees that it will not interfere or obstruct the GRANTOR'S use of the Property during the term of this License.

9. Nonexclusive Nature of Rights and Privileges. The rights and privileges granted under this License to GRANTEE are nonexclusive. This License does not prohibit GRANTOR from granting other Licenses or rights of like nature to other public or private entities, nor shall it prevent GRANTOR from using any of its roads, streets, and real property for any and all public use or affect its jurisdiction over any part of them.

10. GRANTOR Revocation of License. This License may be revoked by GRANTOR, including by verbal notice effective immediately by contacting Justina Kraus, at 425-353-5434 at any time that GRANTOR determines that public health, public safety, the general welfare, or the interest of GRANTOR requires revocation. GRANTOR may revoke this License if GRANTEE violates any term or condition of this License by written notice in the mail to the following address:

Wesley Clement
16921 48th Ave. West
Lynnwood, WA 98037
wesley@southerndesignllc.com

11. GRANTEE Termination of License. The GRANTEE may terminate the License by written notice to the Grantor at this address:

ATTN: PROPERTY ADMINISTRATOR
SNOHOMISH COUNTY
CONSERVATION AND NATURAL RESOURCES
6705 PUGET PARK DRIVE
SNOHOMISH, WA 98296

12. Erosion, Hazardous Waste, and Hazardous Materials. GRANTEE shall take all necessary measures and follow all applicable laws to prevent erosion and spills of any hazardous materials and noxious waste substances onto the Premises and to keep the Premises free from any debris and waste.

To the best of the GRANTOR's knowledge, the Premises is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to the best of the GRANTOR's knowledge, there is no hazardous waste or other substance, including but not limited to those that would be a hazardous waste, material or substance, toxic substance, gas or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et. seq., the Washington Model Toxics Control Act, RCW Ch. 70.105D, RCW Ch. 70.95, and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, rule or regulation ("Hazardous Substances"), on or about the Premises or on any parcels of land which abut the Premises. Further, to the best of the GRANTOR's knowledge: (i) there has been no release, spill, leak, discharge, emission, leak or disposal, (ii) there are no substances or conditions, in or on the Premises or any other parcels of land which may affect the Premises or use thereof that may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements and (iii) there is no asbestos, PCBs or underground storage tanks located on the Premises or which have been removed therefrom.

The GRANTEE agrees to indemnify, hold harmless and defend the County, its appointed officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of the GRANTEE's failure or insufficient compliance with any federal, state or local laws applicable to Hazardous Substances.

13. Restoration and Repair.

GRANTOR may at any time do, order, or have done any and all work considered necessary to restore to a safe condition any real or personal property left by GRANTEE in a condition that appears dangerous to life or property and upon demand GRANTEE shall pay to the GRANTOR all reasonable and appropriate costs of such work, including materials and other expenses.

14. Assignment, Successors and Assigns. This License may not be assigned, sublet or possession thereof transferred voluntarily or involuntarily by the GRANTEE. All of the provisions of this License shall be binding upon and inure to the benefit of GRANTOR and GRANTEE.

15. Compliance with Laws. GRANTEE shall comply with all federal, state and local laws, rules, and regulations, executive orders, policies, guidelines, licenses and other requirements applicable to GRANTEE's use and occupation of the License.

16. Non Discrimination. GRANTEE shall not, in its use of the License, discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in County, State and Federal law.

17. Complete Agreement. This License represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the rights and obligations set forth herein, except as contained in this License. This License may only be modified by a written document signed by the parties.

18. Severability. If any provision of this License is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this License.

19. Governing Law and Venue. This License shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this License shall lie in the Superior Court of Washington for Snohomish County, Washington.

20. Authority. Each party signing this License if on behalf of an entity, represents that they have full authority to sign this License on behalf of such entity.

GRANTOR: SNOHOMISH COUNTY

By: Walker, Sharon Digitally signed by Walker, Sharon Date: 2024.09.20 12:43:34 -07'00'

TITLE: Director

DATE_____

GRANTEE: SOUTHERN BY DESIGN, LLC

BY Wesley Clement Digitally signed by Wesley Clement Date: 2024.08.13 18:53:23 -07'00'

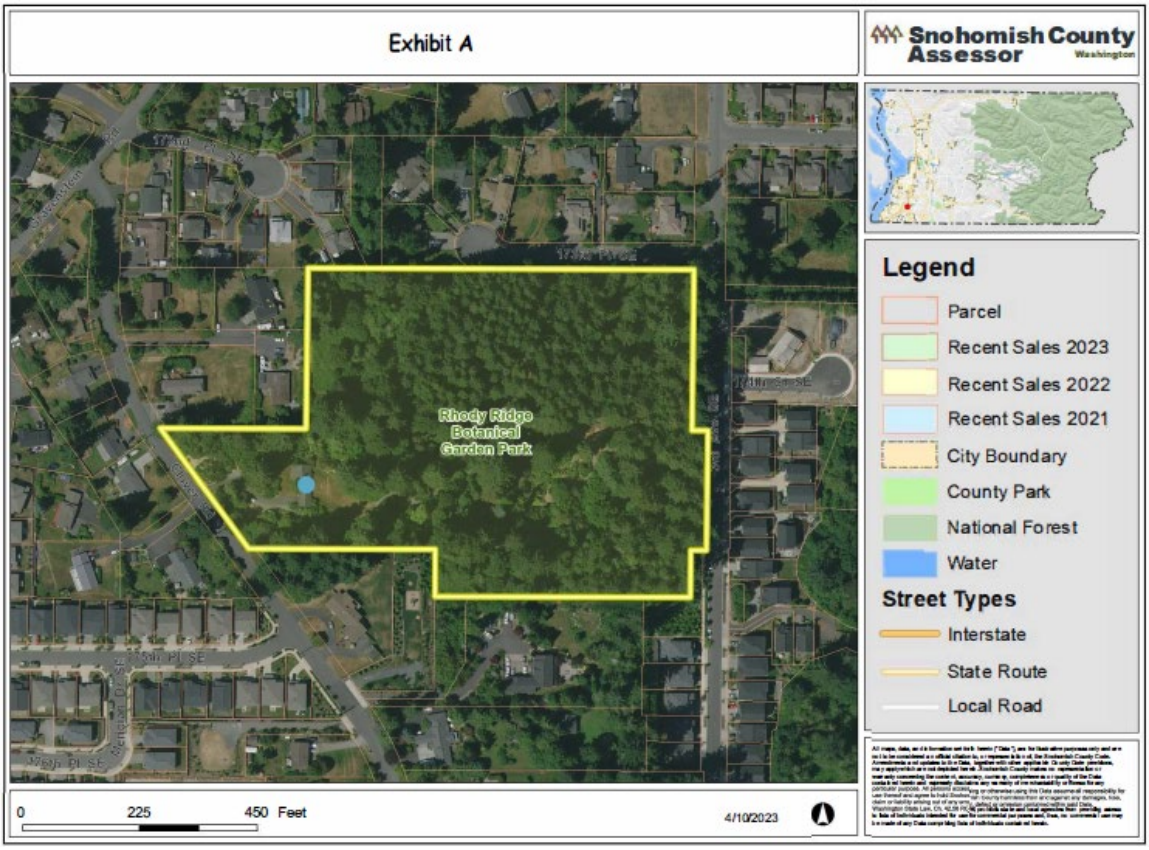
TITLE Owner

DATE: 8/13/24

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Assessor's Parcel number 00373000300302

All that portion of Lot 5, Block 3, Alderwood Manor No. 5, According to the Plat Thereof Recorded in Volume 9 of Plats, Page 79, 80, 81, 82 and 83. Records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.