

CITY OF SEATTLE-CITY LIGHT DEPARTMENT

Real Estate Services (SMT 3012)  
700 Fifth Avenue, Room 3300  
PO Box 34023  
Seattle, Washington 98124-4023

TEMPORARY PERMIT  
P.M. # 360613-3-401

**THIS PERMIT AGREEMENT** entered into this 16<sup>th</sup> day of December, 2009 between the CITY OF SEATTLE, acting through its CITY LIGHT DEPARTMENT, hereinafter called the "City" or "City Light" and JIM YOUNKINS "Permittee" for the limited and nonexclusive use of a portion of City fee-owned real property:

The "Permit Area" is defined as a 5,000 square-foot portion of the South Fork Nooksack Wildlife Mitigation Land, Skagit County Assessor's Tax Parcel No. P51264, Township 36N, Range 6, Section 13 NW ¼ of SW ¼ ("Property") and including a 6-foot wide trail approximately 0.2 miles in length as shown on the map attached and incorporated as Exhibit A to this Permit.

**PERMITTED USE**

The use of the Permit Area is for the sole and limited purpose of personal use by Permittee of an existing cabin and the immediately surrounding cleared area, pedestrian access on the existing walking trail, incidental collection of wood from naturally fallen trees from the immediately surrounding area of the Permit Area, and subsistence fishing of species open to sport fishing according to current Washington Department of Fish and Wildlife regulations. For as long as Permittee is using the Permit Area, Permittee's daughter, Tammy Nguyen, may use the Permit Area to occasionally visit Permittee or to remove personal property upon termination in accordance with this Permit. No other use of the Permit Area or the Property is allowed.

This Permit and the use of the Permit Area are pursuant to a General Release of Claims and Settlement Agreement between the City and Permittee, dated Dec. 16 2009 and subject to the following terms and conditions:

**TERMS AND CONDITIONS**

1. The term of this Permit shall commence on December 16<sup>th</sup>, 2009, and continue until such time that the Permittee does not use the Permit Area continuously for a period of 90 days, or the date that the Permit is earlier terminated in accordance with this Permit. The Permittee shall promptly notify City Light if the Permittee is no longer using the Permit Area pursuant to this paragraph to the extent practicable. City Light requests Permittee's daughter to notify City Light of same, if Permittee is unable.

2. Permittee accepts the Permit Area in an "AS-IS" condition and understands and agrees that the City purchased the South Fork Nooksack Wildlife Mitigation Land ("Property") with the express purpose to maintain it in its natural condition as fish and wildlife habitat and that the City has no obligation to improve, maintain or repair the Property or Permit Area for the Permittee's use. The City makes no representation or warranty as to the condition of the Property or Permit Area, or the suitability or fitness of the Permit Area for Permittee's use. The City is not responsible for Permittee's safety or personal property and shall not be liable for any injury to the Permittee or damage to Permittee's personal property in the Permit Area, regardless of how the injury or damage occurs. For the purposes of this Permit, personal property includes all personal effects, equipment, supplies, and improvements within the Permit Area, including the existing cabin and associated structures.
3. Upon termination of this Permit, no further use of the Permit Area by Permittee is authorized under this Permit. The Permittee shall remove all personal property from the Permit Area on or before the effective date of the termination of this Permit. If unable to do so, City Light will contact Permittee's daughter and request that she remove all personal property from the Permit Area within 30 days of the notice. If Permittee or his daughter fails to remove such personal property on or before the respective dates above, the personal property will be deemed abandoned and become the property of the City, and at the City's sole option, the City may remove or dispose of the personal property, all without liability to the Permittee or his daughter for loss, injury or damage thereto.
4. The applicable permit fees are waived pursuant to the General Release of Claims and Settlement Agreement.
5. Permittee's use of the Permit Area shall comply with all applicable local, state and federal laws, regulations, or permits, including any regulations related to fish and wildlife.
6. The Permittee's use of the Permit Area shall at no time interfere with or hinder City Light's activities, operations, access to, or ownership rights of the Property.
7. The Permittee shall not do any of the following:
  - a. Drive motor vehicles off of established logging or forest roads on the Property.
  - b. Post any signs on the Property or within the Permit Area, except a reasonable and lawful sign on the existing cabin to inform others that the cabin is used exclusively by Permittee.
  - c. Place any new buildings, structures or improvements within the Permit Area.
  - d. Engage in any illegal activities in the Permit Area, including possession of illegal firearms or substances.
  - e. Make any alterations or additions to any existing buildings, structures or improvements within the Permit Area.
  - f. Pave, grade, cut, or fill within the Permit Area.
  - g. Cut or clear trees or vegetation except as expressly permitted under the Permitted Use section of this Permit or to keep the existing trail and perimeter around the cabin clear for the permitted use.
  - h. Store, dump, bury or transfer any hazardous substances, flammable materials, inoperable vehicles, chemicals, oil, fuels or containers for any such substances, chemicals, oils,

fuels, etc., within the Permit Area, except the small quantities (less than 5 gallons) of fuels for personal use.

8. Permittee has the sole responsibility to maintain and repair the personal property within the Permit Area, including the existing cabin, at his sole cost and expense.

9. This Permit is for the limited use of the Permit Area only and shall not be construed to replace or to be used in lieu of any permits or licenses which may be required, granted or supervised by any other subdivision of government charged with licensing, policing and supervising any activities of the Permittee.

10. Permittee agrees to indemnify and hold harmless the City of Seattle from all claims, actions or damages of every kind and description, including all claims, actions or damages brought by Permittee's employees, agents, representatives or invitees, which may accrue from or be suffered by reason of Permittee's use of the Permit Area.

In case of any suit of action brought against the City arising out of or by reason of any of the above causes, the Permittee shall, upon notice to Permittee of commencement of such action, defend the same at no cost or expense to the City. The Permittee will fully satisfy any judgment rendered in said action adversely to the City, except to the extent of the negligence or willful misconduct of the City, its agents or representatives.

11. In the event the Permittee is found to have violated any local, state, or federal rules or regulations, or the conditions of this Permit, Permittee will have the sole responsibility to pay any and all fines, fees, claims, assessments or penalties that may be assessed against the Permittee or City Light because of the Permittee's use of the Permit Area.

12. In the event the Permittee violates or breaches any term or condition of this Permit, the City shall have the right to immediately terminate this Permit without liability for loss or damage to the Permittee; and upon termination of this Permit, the Permittee will vacate the Permit Area and remove the personal property in accordance with the terms of this Permit.

13. All of the indemnification and hold harmless provisions of this Permit shall survive the termination of the Permit.

14. This Permit is not transferable or assignable, in whole or in part, and the Permittee does not have any rights to grant use of the Permit Area to any other persons.

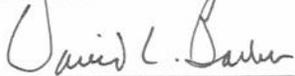
15. Permittee agrees that Permittee's daughter, Tammy Nguyen, will serve as the Permittee's contact for any notices or information that City Light must send to administer or enforce this Permit, which will be at the address below, or as changed by notice in writing to City Light from time to time, which will be deemed received by Permittee in recognition that Permittee does not have a regular contact address or telephone.

10827 SE 180<sup>th</sup> PLACE  
Address and Phone  
RENTON, WA 98055  
425) 430-0057

GRANTED this 16<sup>th</sup> day of December, 2009

APPROVED:

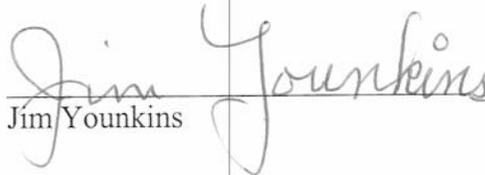
SEATTLE CITY LIGHT:  
REAL ESTATE SERVICES



David Barber, Manager  
Real Estate Services Division

ACCEPTED:

PERMITTEE:

  
Jim Younkins

Seattle City Light  
700 5<sup>th</sup> Avenue, Suite 3300  
P.O. Box 34023  
Seattle, WA 98124-4023