

SCHOA
P. O. Box 15030
Mill Creek, WA 98082

TEMPORARY LICENSE TO CONSTRUCT A FENCE AND AGREEMENT

GRANTOR:

Homeowner(s) Full Name(s) _____
(hereafter "Grantor")

Grantor's Address: _____

Grantor's Lot No. _____ (hereafter "Grantor's Lot")

GRANTOR, for and in consideration of mutual benefit, does hereby grant to the GRANTEE, SNOHOMISH CASCADE HOMEOWNERS ASSOCIATION, a Washington non-profit corporation (hereafter "SCHOA"), its agents, representatives, contractors, subcontractors and their employees responsible for construction, repair, replacement, painting or any related activity, of the common fence, the right, privilege and license to enter and use, during the term set forth below, the Grantor's Lot for the purpose of removing the old common fence and constructing, replacing or repairing a new common fence, including staining or painting the new fence.

1. **Term.** This license shall terminate thirty-six (36) months from the day Grantor executes this agreement or upon completion, including the final staining or painting, and SCHOA's acceptance of the entire common fence, whichever shall first occur.

2. **Grantee's Duties.** The Grantee shall have the following duties:

a. Grantee shall remove the old common fence and construct a new common fence, uniform in design and color, at its sole cost and expense.

b. Grantee shall protect, defend and indemnify Grantor from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this license and right of entry, and shall cause any such liens or encumbrances to be promptly released. Grantee shall assume all liability for and defend, indemnify and save Grantor harmless from all liability and expense (including reasonable attorneys' fees) in connection with all liens, claims, suits and actions of every name, kind and description brought against Grantor by any person or entity as a result of or on account of injuries or damages to persons, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of Grantee, its agents, representatives, contractors, subcontractors or their employees in exercising its rights under this license and right of entry, except for claims resulting from Grantor's negligence.

c. Grantee, at its sole cost and expense, shall maintain, repair, replace, stain and/or paint the new common fence.

3. **Construction Barrier.** At Grantor's request, Grantee will provide an orange construction barrier as a temporary enclosure to the back yard of Grantor's Lot.

4. **Grantor's Construction Duties.** At least forty-eight hours prior to commencement of construction, the Grantor shall:

a. Clear all trees, shrubbery, plant material, equipment, tools, stored and other valuable materials at least three (3) feet away from the old fence or fence line.

b. Provide six (6) feet of clearance for construction activities from the old fence or fence line.

c. Restrain children and pets from interfering with construction activities during construction on Grantor's Lot and adjacent lots.

d. Be responsible for containing children and animals while the fence is down.

5. **Grantor's Post-Construction Duties.** Following construction of the new common fence, Grantor shall have the following duties:

a. Grantor shall assure that no gates shall be built into the common fence at any point along Grantor's Lot line. Only gates, approved in advance and constructed by the Grantee, at the expense of the Grantor, shall be built into the common fence.

b. Grantor shall not modify or change the appearance of the common fence, without Grantee's prior written approval.

c. Grantor shall prevent all trees, branches, and shrubbery from coming in contact with the common fence adjacent to Grantor's Lot.

d. Grantor shall assure that no material is permitted to permanently lean on or rest against the common fence, including but not limited to wood piles, yard waste, debris, outdoor equipment, sheds, etc.

e. Costs to repair the fence caused by Grantor's breach of this agreement or Grantor's intentional act to damage the common fence shall be Grantor's responsibility.

f. Upon discovery, Grantor shall report damage to the common fence to the SCHOA Board.

6. **Survivability.** Grantor's covenants and duties as described in Section 5 above, "Grantor's Post-Construction Duties," shall survive the expiration of this license and shall be binding upon Grantor while Grantor is the owner of Grantor's Lot.

DATED this day: _____, 2014.

GRANTOR (Homeowner(s)):

GRANTEE

SNOHOMISH CASCADE HOMEOWNERS ASSOCIATION

By _____
Board Member