

## REVOCABLE LICENSE AGREEMENT

### BETWEEN KITTITAS COUNTY AND KITTITAS COUNTY CHAMBER OF COMMERCE

This revocable license agreement ("license") is entered into this 6<sup>th</sup> <sup>November</sup> day of ~~October~~, 2012 between Kittitas County, a subdivision of the State of Washington ("County") and the Kittitas County Chamber of Commerce ("Chamber"), a Washington nonprofit corporation.

WHEREAS, the Chamber desires to store a container car used for storage on certain real property owned by the County and adjacent to the Chamber's premises, such storage will benefit the Chamber; and

WHEREAS the County desires to allow the Chamber to store the container car upon the County's real property because aiding the Chamber furthers the public interest of the County; now, therefore

In consideration of the mutual benefits to be derived therefrom, the County and Chamber agree as follows:

1. The "license area", when used in this License Agreement ("License") means that northeast portion of the vacant lot north of the Kittitas County Courthouse (North of Sixth Avenue, South of Seventh Avenue, East of Water Street, and West of Main St. in Ellensburg, WA) that is of sufficient size to place, store, access, and remove one container car.
2. The County does hereby grant to the Chamber this nonexclusive Revocable License for a period of two (2) years from the effective date of this License to place, access, and store one container car upon the license area. The exercise of any rights pursuant to this License by the Chamber is subject to the exercise of the County's police power and other regulatory powers as it may have or in the future obtain. The Chamber's exercise of rights under this License is subject to applicable zoning and permitting requirements of the City of Ellensburg.
3. The intent of this license is to allow the Chamber to place, access, and store one container car upon property of the County. This License does not grant an estate in land and is not exclusive. As a license upon real property it is revocable at the will of the County for good cause during the initial two-year term, provided that the County give written notice, as provided herein, sixty (60) days in advance of revocation. Should the Chamber fail to remove the container car from the license area after revocation, the County may remove it and charge the Chamber for the cost of removal.
4. Whenever the County undertakes or authorizes the construction of any public work improvements upon the License Area which necessitate the relocation of the container car, the County shall give at least thirty (30) days' notice of the need for such relocation to the Chamber. Should the Chamber fail to relocate the container car before the date

required in the notice, the County may relocate it and charge the Chamber for the cost of such relocation.

5. The Chamber agrees to indemnify and hold harmless the County, its trustees, elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatever kind or nature and the resulting losses, costs, expenses, reasonable attorney fees, liabilities, damages, orders, judgments or decrees sustained by the County arising out of the Chamber's exercise of rights pursuant to this License. The County makes no indemnification of the Chamber, its officers, agents, or employees or its property placed upon the County's real property pursuant to this License.
6. In the event either party to this License commences litigation related to rights or exercise of rights under this License, the substantially prevailing party will be entitled to reimbursement of its reasonable attorney fees and costs from the other party.
7. The venue for any litigation regarding this License shall be Kittitas County Superior Court.
8. This License shall be construed according to the laws of the State of Washington.
9. All notices required pursuant to this License shall be served upon the other party in writing by placing said notice in sealed properly addressed envelopes, postage prepaid, and placing said notice in the US mail or hand delivering it to the other party. Should the notice be sent by mail, it shall be deemed to have been duly given three (3) days after placing it in the mail.

Notice to the County shall be sent to:

Kittitas County  
205 W. 5th Ave. #108  
Ellensburg, WA 98926

Notice to the Chamber shall be sent to:

Roylene Crawford  
roylene@kittitascountychamber.com  
509-925-2002

IN WITNESS WHEREOF this Revocable License Agreement is executed and shall become effective as of the date first above written.

KITTITAS COUNTY CHAMBER OF COMMERCE

By: Jin Armstrong

Its: JH

... KITTITAS COUNTY

Alan Crankovich

Alan Crankovich

Obie O'Brien

Obie O'Brien

Paul Jewell

Paul Jewell



Julien Kjosvik

Julien Kjosvik, Clerk of the Board

APPROVED AS TO FORM:

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Neil A. Caulkins, Deputy Prosecuting Attorney