

REVOCABLE LICENSE AGREEMENT

BETWEEN KITTITAS COUNTY RECREATION FUND AND KITTITAS COUNTY SHERIFF'S OFFICE

This revocable license agreement ("license") is entered into this 1st day of June, 2014 between the Kittitas County Recreation Fund ("RF") and the Kittitas County Sheriff's Office ("SO").

WHEREAS, the SO desires to build a Rescue Boat Facility on certain real property managed by the RF and such facility will benefit the SO and Kittitas County; and

WHEREAS, the RF desires to allow the SO to build the Rescue Boat Facility upon the real property managed by the RF because aiding the SO furthers the public interest; now, therefore

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

1. The "license area", when used in this License means that real estate described in Exhibit "A" which is attached hereto and incorporated herein by this reference.
2. The License price of \$815.64 per year shall be paid by the SO to RF beginning upon the execution of this document and upon each yearly anniversary thereafter until the license is amended, revoked, or terminated by its own terms.
3. The RF does hereby grant to the SO this nonexclusive Revocable License for a period of two (2) years from the effective date of this License to construct and access the Rescue Boat Facility upon the license area.
4. The intent of this license is to allow the SO to construct and access the Rescue Boat Facility upon property managed by the RF. 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 grantor for good cause during the initial two-year term, provided that the RF give written notice, as provided herein, sixty (60) days in advance of revocation. Should the SO fail to remove the improvements from the license area after revocation, the RF may remove them and charge the SO for the cost of removal.
5. The SO agrees to indemnify and hold harmless the RF, 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 RF arising out of the SO's exercise of rights pursuant to this License. The RF makes no indemnification of the SO, its officers, agents, or employees or its property placed upon the RF'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 of 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 RF shall be sent to:

Kittitas County Department of Public works
411 North Ruby, Suite 1
Ellensburg WA 98926

Notice to the SO shall be sent to:

Kittitas County Sheriff's Office
307 W Umptanum Road
Ellensburg WA 98926

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

KITTITAS COUNTY SHERIFF'S OFFICE

By: Clayton Myers

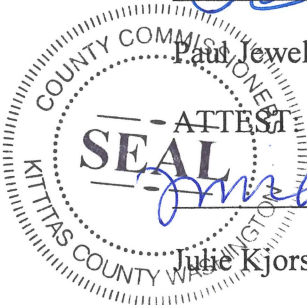
Its: _____

KITTITAS COUNTY RECREATION FUND

[Signature]

8/19/14

Paul Jewell, BOCC Chairman



ATTEST

[Signature]

Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

Neil A. Caulkins, Deputy Prosecuting Attorney