

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the City of Othello, Washington, a municipal corporation of the State of Washington (Grantor), and Iron Works Café & Market - George and Kristy Rattray (Grantee).

RECITALS

1. Grantor is a municipal corporation organized as a non-charter code city and as such is the entity in possession and control of public rights of way within the corporate limits of the City of Othello.
2. Grantee wishes to use the public right of way for purposes relating to Grantee's operations.
3. Grantee's use of Grantor's property shall be limited to use of the portions and specific areas designated in writing by the Grantor for a definite period of time.

AGREEMENT

The parties therefor agree as follows:

1. **Grant of License to Use Grantor's Property and Consideration Therefor.**

Area of Occupancy: Grantor grants to Grantee a limited License to use the following described portions and specific areas of the public right of way controlled by Grantor on the east side of Broadway Ave, Othello WA.

Type of Occupancy: The sole purpose of occupying this right of way described above is for a sign located at 335 S Broadway Avenue on Broadway frontage, along the east side of Broadway Avenue South in Othello, WA.

Consideration: The Grantee shall pay to the Grantor the amount of \$50.00 (Fifty Dollars) per year for the duration of the License. Initial payment is due upon acceptance of this agreement and subsequently on or before January 15th of each year. The Grantee shall also pay any back License Fee which may be past due under any previous license agreement for this location which shall be payable upon acceptance of this agreement.

2. **Scope of License.** The license is granted for the sole purpose described previously and Grantee's use of the right of way shall comply with the following:

Grantee shall comply with all applicable regulations, ordinances, resolutions, and laws regarding the use of Grantor's property, including any regulations regarding the Grantee's obligation to maintain, locate, and accept all responsibility for said sign.

3. **Term of License.** The License shall continue until the sign is replaced or the City requests its removal from the right of way.

This License Agreement may be terminated by either party by giving the other party thirty (30) days written notice of termination. Such notice shall be delivered or mailed with postage prepaid to the other party.

If this License Agreement is terminated for any reason by either party, then the Grantor may demand Grantee to remove any or all signage from the property at Grantee's sole expense. Grantee must remove all signage as directed by Grantor within thirty (30) days' mailing of Grantor's written demand for such removal to Grantee.

4. **Extent of Grantee's Interest.** This license is a grant to use Grantor's property for a specific use only, and does not constitute an interest in land. This License is not inheritable, assignable, or transferable and is personal to the Grantee.
5. **Insurance and Indemnification.** The Grantee shall maintain throughout the term of this License Agreement liability insurance coverage for any liability or expense, including but limited to property damage and personal and bodily injury. The minimum amount of such insurance shall be \$1,000,000.00 (One Million Dollars). The insurance shall identify Grantor as an additional insured.

The Grantee shall defend, indemnify and hold harmless Grantor, its officers, employees, officials, and successors and assigns, from and against any and all liability, loss, damage, expense, injury, action and claims asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee, its agents, contractors, employees, licensees or invitees in the exercise of the rights granted in this License.

6. **Governing Law and Venue.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and any litigation arising out of this License Agreement shall be in Adams County, Washington.
7. **Entire Agreement.** This License Agreement is the complete and exclusive agreement between the parties, which supersedes all proposals or prior oral agreements, and all other communications between them relating to the Grantor's property. Amendments or

modifications to this Agreement shall only be effective if they are in writing and signed by both parties.

- 8. **Attorney's Fees and Costs.** In the event of any action by Grantor or Grantee brought to interpret this Agreement or to enforce any of the provisions herein, each party shall pay its own attorney's fees and costs.
- 9. Any notices delivered under this License Agreement shall be mailed to the following:

If to Grantor, then to:

City Administrator
500 E. Main Street
Othello, WA

If to Grantee, then to:

Ironworks Café & Market
George & Kristy Rattray
335 S Broadway Ave.
Othello, WA

DATED this 19th day of September, 2017.

City of Othello, Grantor

Kristy Rattray, Grantee

Shawn Rogan

By: Shawn R. Lapp
Mayor

Kristy Rattray
