

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the City of Othello, 500 East Main Street, Othello Washington, a municipal corporation of the State of Washington (Grantor), and Joel Quezada, owner of El Jazmin located at 531 E Main St., Othello, WA 99344 (Grantee).

RECITALS

Grantor is a municipal corporation organized as a non-charter code city and as such is the entity in possession and control of public right of way within the corporate limits of the City of Othello.

2. Grantee wishes to occupy the public right way for purposes related to the Grantee's operations.
3. Grantees use of Grantors property, shall be limited to use of the portion and specific areas designated in writing by the Grantor for a definite period of time.

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The parties therefore agree as follows:

1. **Grant of License To Use and Consideration Therefore.**

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:

The west roof overhang for the length of 107 feet and the width of 8 feet. The grantee will occupy 856 square feet of the City ROW.

Type of Occupation: The sole purpose of occupying this right of way described above is:

For the west roof overhang that protrudes into the City ROW over the sidewalk for the structural purpose of the building.

Consideration: Grantee shall pay to the Grantor the amount of \$ 50.00 per year (period) 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 after the first full year that the License is in effect. Failure to pay within ten days after first notice shall terminate this agreement.

2. **Scope of License.** The license is granted for the sole purpose described previous and Grantees occupation of the right of way shall comply with the following:

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- Grantee shall comply with all applicable regulations, ordinances, resolution, and laws regarding the use of Grantor's property, including any regulations, regarding surface mining operations and rock crushing and those relating to emissions, noise, dust, surface and ground water issues.
- Grantee shall provide Grantor access to the license area in a timely manner after reasonable notice.
- The license premises shall be returned to Grantor, within 30 days after termination of this license, in a Grantor approved condition (written consent required), approximately equal to that condition existing prior to this use by Grantee. Photo Required.
- Grantee shall comply with the following requirements:
 1. Within the duration of the License, a report about the then current use and condition of the license area may be requested by the Grantor and shall be provided by the Grantee upon reasonable request by the Grantor, not to exceed a frequency of once in each year. Report shall be addressed to the City Administrator and delivered to 500 East Main Street, Othello, Washington.

3. Term of License. The License shall continue for the duration of current ownership from the date hereof. This license may be terminated by either party thirty days after written notice delivered to the address first entered above.

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, nor 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 not limited to property damage and personal and bodily injury. The minimum amount of such insurance shall be \$1,000,000 (one million dollars). A copy of such insurance attached hereto and marked as Exhibit A. The Grantor shall be named as an additionally insured on such policies as respects the uses and responsibilities described herein. The insurance policy shall provide for coverage not only of the property, but also to the use of the property. The policy(s) shall stipulate that the Grantor shall be notified in writing, prior to cancellation of said policies.

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 to the extent 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.

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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, then the unsuccessful party in such action shall pay to the prevailing party a reasonable attorney's fee and costs fixed by the Court, including attorney's fees and costs on appeal, if such be had.

In the event one party is required to expend fees on an attorney's services because of a breach or default by the other party, then the breaching/defaulting party shall pay to the other party the actual attorney's fees incurred as a result of that breach and/or default, provided, however, that the defaulting/breaching party be given thirty (30) days' prior written notice of the breach and/or default so that it may have a reasonable opportunity to cure the breach and/or default before attorney's fees are incurred.

DATED this 21st day of May, 2010.

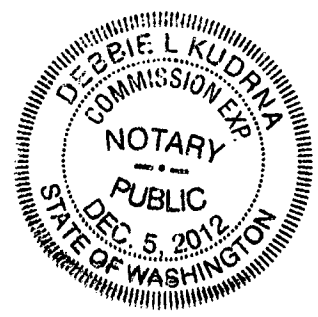
City of Othello, Grantor:
By: Joel Quezada
Title: owner

Grantee:
By: Tim Wilson
Title: Mayor

STATE OF WASHINGTON

County of Adams
Signed or attested before me

On 5/12/2010 by Joel Quezada
Debbie L. Kudrna
Notary Public



My appointment expires 12/05/2012