

## REVOCABLE LICENSE AGREEMENT

**PARTIES:** Licensee: Washington Middle School, Yakima School District  
No. 7

City: City of Yakima, Washington, a municipal corporation

**SUBJECT  
PROPERTY:**

A portion of Martin Luther King Jr. Park, 610 S. 9th Street, upon which Yakima School District currently maintains and operates a running track and fencing, as well as a portion upon which the Yakima School District seeks to construct a storage shed.

A portion of the northerly approximately 135 feet of WASHINGTON PARK & HOME ADDITION TO YAKIMA, BLOCK 177; also a portion of vacated Beech Street and vacated alley.

Parcel Number 19131941451

Subject Property is generally depicted in Exhibit A showing the location of the track, fencing, and proposed storage shed

**RECITALS:**

Licensee desires to construct an approximately 560 square foot storage shed on the Subject Property as outlined in the site plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

City and Licensee desire to enter into this License Agreement to allow Licensee to use Martin Luther King Jr. Park property on which to construct and access a storage shed pursuant to the terms and conditions of this License Agreement.

A small section of the Licensee's all weather running track and fencing surrounding the track also extends onto the north portion of Subject Property. This License Agreement shall allow for continued use of the track and fencing as they exist on the date of this License on Subject Property. Said track and fencing are also outlined on Exhibit A.

## **AGREEMENT:**

The Recitals above are fully incorporated into this Agreement. For and in consideration of the covenants and agreements contained herein, the City hereby grants to Licensee a revocable license to use Subject Property to construct a storage shed on the Subject Property, the approved plans for which are attached hereto, and fully incorporated herein, as Exhibit B and for the purposes hereinafter stated and subject to the following terms and conditions:

1. Construction, Use and Improvements of Storage Facility Shed:

Use of the Subject Property by Licensee is strictly permissive. No use or improvement made by Licensee shall be considered as establishing any right or claim of ownership of such Property in favor of Licensee, nor any waiver or relinquishment of City's ownership of such Property, whether by claim of adverse possession or otherwise, and Licensee expressly agrees to not contest City's right, title, possession or control over the Subject Property dedicated and conveyed to City. Licensee shall be solely responsible for maintenance of the storage shed it installs on Subject Property and shall maintain such building in good condition. Use of the storage shed shall be exclusive to Licensee.

Any construction, installation, reconstruction or improvement by Licensee shall be performed by Licensee or its licensed and bonded contractors at its sole cost and expense in accordance with plans and specifications approved by the City engineer or an engineer retained by the City ("City Engineer" herein). Any review and approval of such plans and specifications by the City Engineer shall be solely for the benefit of the City and shall not constitute a warranty or assurance by the City or City Engineer of the accuracy, completeness or effectiveness of such plans and specifications. Licensee shall obtain all necessary permits at its sole cost and expense. Licensee shall ensure that the construction, installation, improvement and any reconstruction of the storage shed is completed in such a manner that that avoids any damage to the surrounding surfaces of the Subject Property. Licensee agrees to pay for all improvements incidental or necessary to construct, install or reconstruct the storage shed, as well as any maintenance or repair to any other property of the City, or any third party using the storage shed, damaged due to the construction, installation, reconstruction, maintenance, improvement of the storage shed. All improvements and maintenance thereof shall be at the Licensee's sole cost and expense.

The shed structure shall be constructed at the location listed on Exhibit A. No other location is approved by the City. Other than as listed herein, this License does not grant the Licensee any other rights or entitlement to use Martin Luther King Jr. Park or its facilities.

2. Existing Improvements Allowed to Remain:

Pursuant to previous agreements, the City has allowed Licensee to construct and maintain a running track, as more fully described in the recitals, on Martin Luther King Jr. Park property. In addition to the track, Licensee has also

constructed and maintained improvements, including fencing, around that track. This License grants Licensee the right to continue to use, maintain, and operate the track and associated improvements, as they exist on the date of this License. Locations of the track and fencing are outlined on Exhibit A. Any changes to the locations of these improvements, or additional improvements, in Martin Luther King Jr. Park must be approved by the City prior to the change.

Any construction, installation, reconstruction or improvement by Licensee shall be performed by Licensee or its licensed and bonded contractors at its sole cost and expense in accordance with plans and specifications approved by the City engineer or an engineer retained by the City ("City Engineer" herein). Any review and approval of such plans and specifications by the City Engineer shall be solely for the benefit of the City and shall not constitute a warranty or assurance by the City or City Engineer of the accuracy, completeness or effectiveness of such plans and specifications. Licensee shall obtain all necessary permits at its sole cost and expense. Licensee shall ensure that the construction, installation, improvement and any reconstruction of the improvements is completed in such a manner that that avoids any damage to the surrounding surfaces of the Subject Property. Licensee agrees to pay for all improvements incidental or necessary to construct, install or reconstruct the track or fencing, as well as any maintenance or repair to any other property of the City, or any third party using the track or fencing, damaged due to the construction, installation, reconstruction, maintenance, improvement of the track or fencing. All improvements and maintenance thereof shall be at the Licensee's sole cost and expense.

The Licensee shall allow public access to the track for recreational purposes after school hours, when not in use for school activities, as was initially discussed in 1981 when the City first evaluated allowing the school district to utilize park property for a portion of the running track.

3. Access Required. The City has water, sewer and stormwater pipes and other City improvements and facilities running through the Subject Property. Fencing around Licensee's improvements requires a gate for access to City facilities for maintenance and operation. The location of the gate, must be approved by the City. Further, access shall not be denied to any area of Martin Luther King Jr. Park for purposes of operation and maintenance of the park facilities and/or other City facilities.

4. Term of License – Termination: This License shall commence upon the effective date stated below, and shall continue until the City determines the use is no longer compatible with the use of the Subject Property as a park, or is otherwise impeding or interfering with the City's use of the Subject Property or ability of the City to access, maintain or operate its facilities, including, but not limited to utilities. This License may also be terminated by Licensee upon ninety (90) days written notice to the City.

Notwithstanding the above, City reserves the right to exercise its right to terminate this License for any cause deemed necessary and appropriate, including, but not limited to failure to maintain the required insurance. In the event City determines that it is necessary or appropriate to terminate this License, City will use best efforts to give Licensee advance notice of at least sixty (60) days prior to the effective date of termination.

Upon receipt of notice of termination, Licensee shall promptly undertake all steps necessary to restore the Subject Property to at least as good a condition as existed on the effective date of this License, and to remove any of Licensee's constructed improvements upon or within the Subject Property as deemed necessary or appropriate by City. In the event that Licensee does not promptly restore the Subject Property or remove any designated Licensee constructed improvements therein, they shall be considered abandoned, and the City may remove them at Licensee's expense, which expense Licensee hereby agrees to pay in full within 30 days of being presented with a bill for the same. In the alternative, the City may retain the abandoned improvements and use them as it desires.

5. City Title: Licensee acknowledges City's legal ownership and fee title in Subject Parcel.

6. Indemnification: Licensee shall protect, defend, indemnify and hold the City, and its elected and appointed officials, employees and agents, harmless from and against any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and any costs and expenses associated with the same (including attorney's fees and disbursements, whether in litigation or not), which accrue to or are incurred by the City, or its elected or appointed officials, employees or agents, and which arise directly or indirectly from or out of, relate to, or in any way are connected with personal injuries, loss of life or property damage occurring because of the use, operation, or maintenance of the real property covered by this License Agreement and any litigation, legal challenge or determination pertaining to the validity of this agreement. The provisions of this paragraph shall survive the termination of this agreement for any reason.

7. Liability Insurance Required: Within five (5) business days of the execution of this License Agreement, Licensee shall file with the City evidence of comprehensive public liability insurance, or equivalent approved policy, with limits of not less than two million dollars combined single limit for bodily injury and property damage, naming the City of Yakima, its elected and appointed officials, officers, employees and agents as additional insured parties, insuring against liability from injury or damage resulting from Licensee's occupancy of, activities on, or construction or maintenance of the storage shed, track and/or fencing on Subject Property, which insurance shall be maintained in effect during the term of this License Agreement.

8. Parties Bound: Subject to the right of revocation as herein set forth, this License Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns. This License shall be recorded with the Yakima County Auditor at Licensee's expense.

9. Integration: This writing constitutes the entire agreement of the parties and its execution is authorized by the respective governing bodies.

10. Abandonment or Invalidation: If Licensee abandons use of the storage shed, track and/or fencing on Subject Property, this License shall be immediately terminated. In addition, if any court of competent jurisdiction declares this License to be invalid or unenforceable, then this License shall be immediately terminated. In the event of such a declaration of invalidity or unenforceability, Licensee releases the City, and its elected and appointed officials, employees and agents, from any and all claims, demands, losses, damages and liabilities, whatsoever, which arise directly or indirectly from or out of, relate to, or in any way are connected with such declaration.

11. Utilities: Notwithstanding the grant of license provided herein, the City shall be entitled to make full use of any existing public utility easement or corridor over, across or under the Subject Property. Nothing in this License shall diminish or affect the City's unconditional rights of access to City property and rights-of-way or easements for installation, repair, maintenance, and operation of City utilities.

12. Notices: All notices required or permitted hereunder shall be in writing and shall be deemed to be delivered three (3) days after having been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth below or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the City: City of Yakima  
129 N. 2<sup>nd</sup> Street  
Yakima, WA 98901  
Attention: City Manager

Copy to: City of Yakima  
129 N. 2<sup>nd</sup> Street  
Yakima, WA 98901  
Attention: City Attorney

If to Licensee: Yakima School District No. 7  
Anthony Murrietta  
104 N. 4th Ave.  
Yakima WA 98902

13. Capacity, Due Authorization: Licensee affirms and warrants that the individuals whose signatures appears below have the full power, capacity, and legal right to execute this License and that this License has been duly authorized and executed and that it shall constitute the legal, valid and binding obligation of Licensee, enforceable in accordance with its terms.

14. Assignment or Sublicense: Licensee shall not assign or transfer this License, nor grant a sublicense for any purpose, without the express, prior and written consent of City. It is within the City's sole discretion as to whether this License may be assigned or sublicensed.

15. Severability: If any portion of this License is changed per mutual agreement or any portion is held invalid, the remainder of the License shall remain in full force and effect.

16. Governing Law: This agreement shall be governed in all respects by the laws of the State of Washington.

17. Venue: In the event there should be any litigation arising out of this agreement, venue shall lie in Yakima County, Washington.


18. Effective Date: This License shall be effective on the date shown below, being the date approved by the City.

DATED this 5<sup>TH</sup> day of AUGUST, 2021.

CITY OF YAKIMA, WASHINGTON

\_\_\_\_\_  
Robert Harrison, City Manager

LICENSEE

  
\_\_\_\_\_  
Anthony Murrietta, Assistant  
Superintendent of Human  
Resources and Capital Facilities

ATTESTATION

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

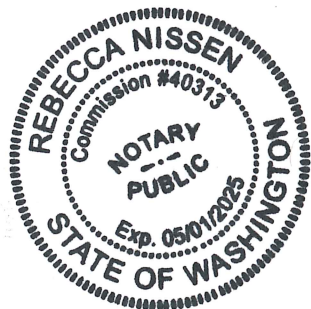
On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, I certify that I know or have satisfactory evidence that Robert Harrison, City Manager of the City of Yakima, is the person who appeared before me, and said person acknowledged that he is authorized to sign this instrument on behalf of the City of Yakima, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

On this 5<sup>th</sup> day of August, 2021, I certify that I know or have satisfactory evidence that Anthony Murrietta of the Yakima School District No. 7, which is named as Licensee in the above instrument, is the person who appeared before me, and said person acknowledged that they are authorized to sign this instrument on behalf of Licensee, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Rebecca Lynn Nissen  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Yakima  
My commission expires: 5/1/2025



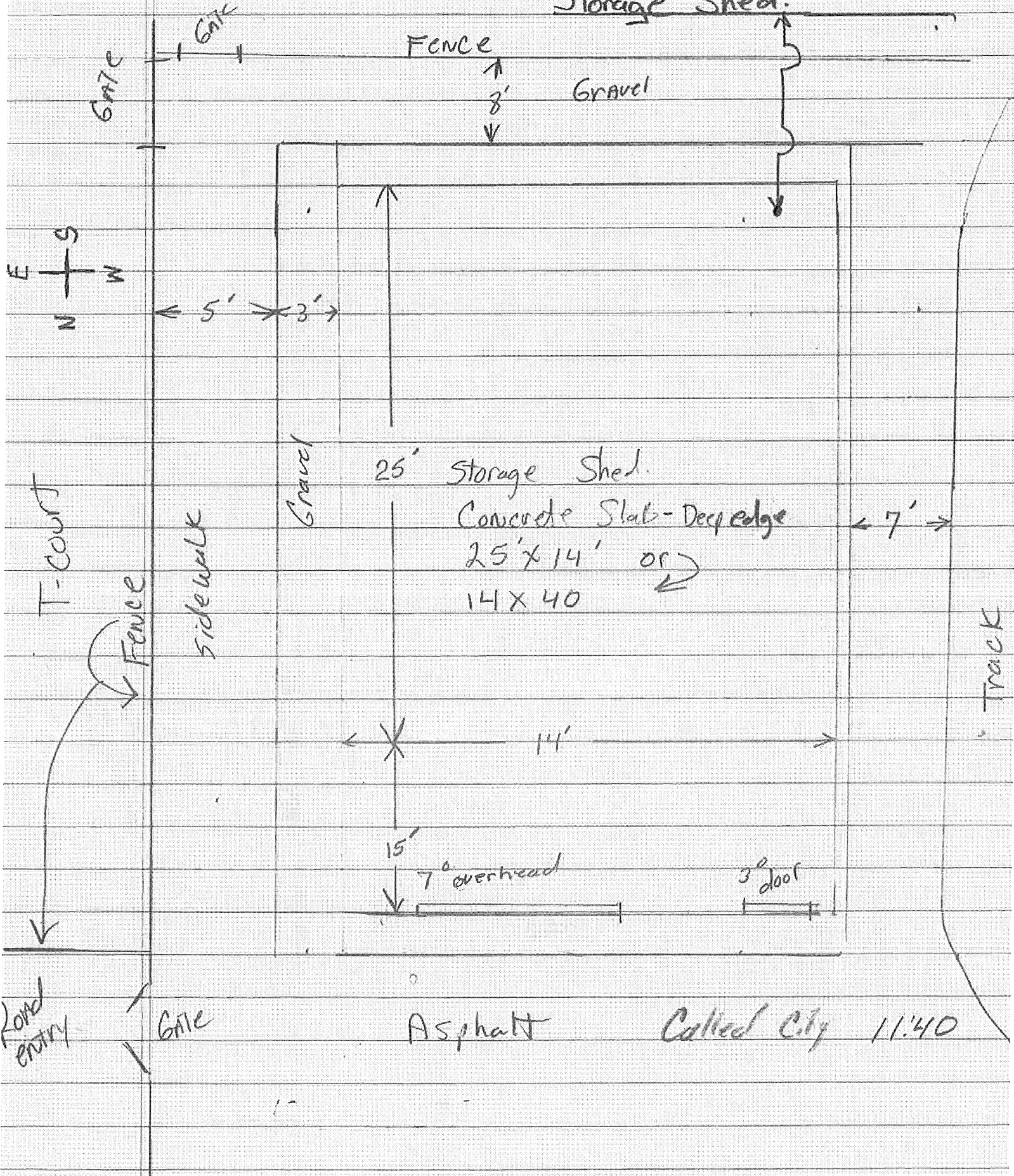
# EXHIBIT A



Washington.  
510 South 9th St  
19131941537 ← Parcel #

PARK →

Storage Shed.



Fence

8'

Gravel

E  
N  
S  
W

5' 3'

25' Storage Shed.

Concrete Slab - Deep edge

25' x 14' or

14 x 40

7'

T-Court

Fence

sidewalk

Gravel

Track

14'

15'

7' overhead

3' door

Road Entry

Gate

Asphalt

Called City 11:40