

## REVOCABLE LICENSE AGREEMENT

**PARTIES:**                    Licensee: Central Washington Soccer Academy  
City: City of Yakima, Washington, a municipal corporation

**SUBJECT  
PROPERTY:**                    Chesterley Park, located at 40<sup>th</sup> and River Road.

Legal Description: TH PT OF W 915.6 FT OF E 1250 FT OF  
SW1/4 NE1/4 LY E OF P.P.& L.CO.CAN.EX N 20 FT,& EX  
BEG AT NW COR SD TR.TH E 104 FT,TH S 195 FT,TH  
NW'LY TO POB

Parcel Number: 1813153002

Subject Property is generally depicted in Exhibit A showing  
the location of the proposed storage container.

### RECITALS:

Licensee currently pays City annually to use soccer fields at Chesterley Park. Licensee desires to install a 20' x 8' x 8' metal storage container on the Subject Property as outlined in the site plan attached hereto as Exhibit "A" and fully incorporated herein by this reference. The storage container will be used to store soccer equipment used by Licensee.

City and Licensee desire to enter into this License Agreement to allow Licensee to use Chesterley Park property on which to install and access a storage container pursuant to the terms and conditions of this License Agreement.

### 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 install and use a storage container on the Subject Property, and for the purposes hereinafter stated and subject to the following terms and conditions:

1.     Use of Storage Facility Container: 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 container it installs on Subject Property and shall maintain such building in good condition. Licensee shall have a duty to remove graffiti from the storage shed, at Licensee's expense, within forty-eight hours after written notice is given by the City to remove graffiti. This license is subject to revocation if this provision is violated. Use of the storage container 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 container 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 container, as well as any maintenance or repair to any other property of the City, or any third party using the storage container, damaged due to the construction, installation, reconstruction, maintenance, improvement of the storage container. All improvements and maintenance thereof shall be at the Licensee's sole cost and expense.

The storage container shall be installed at the location listed on Exhibit A as approved by the City. 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 Chesterley Park or its facilities.

2. Access Required. Access shall not be denied to City to any area surrounding the storage container or any area of Chesterley Park for purposes of operation and maintenance of the park facilities and/or other City facilities.

3. 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.

4. City Title: Licensee acknowledges City's legal ownership and fee title in Subject Property.

5. Indemnification:

A. Licensee agrees to release, indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of Licensee, or any Licensee's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence. The City's right to indemnification includes attorney's fees costs associated with establishing the right to indemnification hereunder in favor of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Licensee and the City, Licensee's liability, including the duty and cost to defend, shall be only to the extent of Licensee's negligence.

C. It is specifically and expressly understood that Licensee waives any immunity that may be granted to it under Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Licensee's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under worker's compensation acts, disability benefit acts or any other benefit acts or

programs. Licensee shall require that its subcontractors, and anyone directly or indirectly employed or hired by Licensee, and anyone for whose acts Licensee may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

D. The City agrees to release, indemnify, defend and hold harmless Licensee, its officers, directors, shareholders, partners, employees, agents, representatives and subcontractors harmless from any and all claims, demands, actions, suits, causes of action, arbitration, mediations, proceedings, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors or omissions of the City.

E. Survival. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. Liability Insurance Required:

A. Liability Insurance. Before this Agreement is fully executed by the parties, Licensee shall provide the City with a Certificate of Insurance as proof of liability insurance providing coverage for bodily injury and property damage with limits not less than Two Million Dollars per occurrence, and Two Million Dollars in the aggregate. The above coverage limits may be satisfied by the procurement of an Umbrella or Excess policy if necessary. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without giving the City thirty (30) days prior written notice. The Certificate of Insurance shall be provided to the City annually with each new insurance policy period. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

B. Licensee shall require that all subcontractors it enters into Agreements with shall maintain and provide proof of insurance in accordance with this section, including but not limited to the same level of coverage and naming the City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington, or an approved surplus lines company

C. Survival. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. 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.

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

9. Abandonment or Invalidity: If Licensee abandons use of the storage container 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.

10. 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.

11. 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: Central Washington Soccer Academy  
Marty Lackey, President

12. 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.

13. 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.

14. 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.

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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF YAKIMA, WASHINGTON

LICENSEE

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

\_\_\_\_\_  
Marty Lackey, President  
Central Washington Soccer  
Academy

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Sonya Claar Tee, City Clerk

City Contract No. \_\_\_\_\_  
City Resolution No. \_\_\_\_\_

ATTESTATION

STATE OF WASHINGTON        )  
  ) ss.  
County of Yakima                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022, I certify that I know or have satisfactory evidence that Marty Lackey of the Central Washington Soccer Academy, 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.

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



