

After recording return document to:

City of Lynden
Planning Department
300 4TH Street
Lynden WA 98264

DOCUMENT TITLE:
LICENSE AGREEMENT FOR PARKING

REFERENCE NUMBER OF RELATED DOCUMENT:
N/A

GRANTORS:
CITY OF LYNDEN, a municipal corporation

GRANTEES:
UPPER END, LLC

ABBREVIATED LEGAL DESCRIPTION:

Insert legal description

ASSESSOR'S TAX PARCEL NUMBER(S):

Insert tax parcel number(s)

LICENSE AGREEMENT FOR SHARED PARKING

THIS LICENSE AGREEMENT FOR SHARED PARKING (“Agreement” or “License”) is made and entered into this ____ day of _____, 2021, by and between the City of Lynden, a municipal corporation organized under the laws of the state of Washington (“City” or “Lynden”) and Upper End, LLC, organized under the laws of the state of Washington (“Upper End”) (together, “Parties”).

WHEREAS, the Vision Statement for the City Comprehensive Plan promotes cooperation between business owners, citizens and city officials to encourage economic vitality in the City; and

WHEREAS, the City Downtown Development Plan calls for economic enhancement of the Historic Business District of Lynden by encouraging diversity and mixed uses, improving

economics for business owners, encouraging joint public/private partnerships, making the Historic Business District attractive to visitors, and increasing the community's tax base; and

WHEREAS, Upper End is in the process of redeveloping 110 5th Street in the downtown Historic Business District; and

WHEREAS, the existing building has five (5) angled parking spaces on the north side of the building which are partially on 110 5th Street and partially on the City Community Center Parking Lot which have historically been used for parking by the 110 5th Street business; and

WHEREAS, the City owns the parking lot which is used mostly reserved for Community Center patrons but has also historically allowed these spaces within the lot to be used by the occupant of 110 5th Street and accessed from the parking lot driveway access; and

WHEREAS the Parties desire to provide for mutual parking for the various uses of their respective properties identified herein; and

WHEREAS, the City owned property burdened by this Agreement consist of the five angled parking stalls depicted on Exhibit A, attached hereto (collectively, "City Parking Property"); and

WHEREAS, the Upper End property benefited by this Agreement is identified and legally described on Exhibit B, attached hereto ("Upper End"); and

WHEREAS, the foregoing recitals are a material part of this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual benefits to them, the Parties come now and agree as follows:

1. Grant of License. The City grants Upper End a license for purposes of ingress, egress, and nonexclusive possession for automobile parking purposes in the five City designated parking spaces at the City Community Center Parking Lot ("License"). The rights set forth in this License for non-exclusive use of the City Community Center Parking Lot does not guarantee such parking will be available at any given time, particularly during special events, nor does it provide

Upper End the right to remove or cause the removal of vehicles parked at the City Community Center Parking Lot. The License shall be terminable or revocable only as set forth herein and shall be assignable by Upper End only as set forth herein.

2. Scope. The scope of the License is to allow Upper End patrons to park in these five designated parking spaces within the City Community Center Parking Lot.

3. This License shall be granted for two consecutive ten (10) year terms provided that termination shall occur only upon at least one (1) year prior written notice by the City. Following expiration of the second ten (10) year period, the License may be terminated at any time following provision of one hundred eighty (180) days prior written notice.

4. Indemnification. Upper End shall fully indemnify and hold the City harmless from any claims, losses, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of ingress, egress, use or occupation of the City Community Center Parking Lot by an owner, employee, guest, invitee of a guest, agent, contractor, or subcontractor of the owner or operator of the Upper End Property or by any person doing business with the Upper End Property or other commercial or non-profit tenant located at the Upper End Property.

5. Insurance. Upper End shall maintain, at its own expense, for the benefit of itself and the City, insurance against liability for property damage or loss and against liability for personal injury or death, arising from acts or omissions of Upper End, its owners, agents, subcontractors, employees, guests, invitees of guests or person doing business with the Upper End Property or other commercial or non-profit tenant located at the Upper End Property. Prior to the commencement of this Agreement, Upper End shall deliver to the City certificates or binders evidencing the existence of the insurance required herein. Such policy or policies shall name the City as an additional insured and shall contain a provision whereby the City must receive at least thirty (30) days' prior written notice of any cancellation or reduction in Upper End insurance coverage. In addition, should Upper End be notified or have reason to expect a termination or cancellation action by its insurance company, Upper End will provide the City with at least thirty (30) days advance written notice. Any reduction or cancellation in the coverage or limits shown here, or any failure to provide proof of the required insurance or to timely provide the notice required herein shall constitute a material breach of this Agreement and cause for termination.

Upper End shall possess the following insurance with coverage amounts not less than as specified below:

<u>Type</u>	<u>Amount</u>
Worker's Compensation	Statutory
Professional Liability	\$ One Million (errors and omissions) (On a claims-made, annual aggregate basis)
General and Excess Liability	\$ One Million per occurrence/ \$ Two Million aggregate

6. Non-Waiver of Breach. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

7. Governing Law and Venue. Any dispute arising out of this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Whatcom County Superior Court.

8. Attorney's Fee and Costs. In the event of any cause of action or litigation arising out of an alleged breach of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

9. Modification in Writing. This Agreement may not be modified or amended except by the written agreement of the Parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Lynden, Washington, Whatcom County.

CITY OF LYNDEN:

UPPER END

By _____
Its _____

By _____
Its _____

EXHIBIT A
CITY PARKING PROPERTY

401 Grover Street: Parcel Numbers 400320 262330 and 400320 254328

The northwesterly 94 feet of lots 1 and 2; the easterly 29 feet of the southerly 56 feet of the northerly half of Lot 2; and the northerly half of lots 3, 4 and 5 all of Block 11 of the Supplemental and corrected Plat of Lynden, as per the map thereof recorded in Book 3 of Plats, Page 48, in the Auditor's office of Whatcom County, Washington. Being within Section 20, Township 40 North, Range 3 East of W.M.

EXHIBIT B
UPPER END PROPERTY

The south half of Lots 1 and 2 in Block 11 of the Supplemental and corrected Plat of Lynden, as per the map thereof recorded in Book 3 of Plats, Page 48, in the Auditor's office of Whatcom County, Washington. Being within Section 20, Township 40 North, Range 3 East of W.M.