

After recording return to:

**City of Stevenson
PO Box 371
Stevenson, WA 98648**

AMENDMENT TO LICENSE AGREEMENT

Amendment to that agreement dated January 1, 2018 by and between the City of Stevenson, a Washington Municipal Corporation, hereinafter referred to as Licensor, and Justin Gross, dba Big River Grill, hereinafter referred to as Licensee, effective January 1, 2020.

Recitals:

- A. Licensor is a Washington Municipal Corporation known as Stevenson, Washington.
- B. Licensee is an individual doing business as Big River Grill, and restaurant adjacent to a city park known as Walnut Park.
- C. By agreement, Licensor licensed Licensee to use part of Walnut Park for *al fresco* dining during a five-month period each year when the weather is typically warmer.
- D. Licensor granted this use according to the terms and conditions set forth in the original agreement in effect January 1, 2018 (the "Original Agreement").
- E. On March 16, 2020 Governor Jay Inslee issued proclamation 20-13 prohibiting the onsite consumption of food and/or beverages in a public venue, including restaurants.
- F. Skamania County entered into Phase 2 of the Safe Start plan on May 11, 2020, which allows for onsite restaurant dining at 50% capacity.
- G. Any further opening, or possible closing, of onsite dining at restaurants is dependent on the success of the health of the county.

Section 1. Amendment

In consideration of the mutual promises contained in the Original Agreement, the parties agree to amend the terms of the original agreement as follows:

Key: New language: underlined
Deleted language: ~~strikethrough~~

SECTION THREE **Periodic Payments**

Licensee shall pay Licensor for this license at the rate of Five Hundred and 00/100 dollars (\$500.00) plus leasehold tax thereon, currently at the rate of 12.84% per RCW 82.29A.030, due and payable on the first day of each month, in advance and without notice. Partial or full month payments will be prorated and refunded if any restaurant closure occurs during the period of this agreement caused by the downgrading of the Phase in the Safe Start plan rendering the property unusable. Any payment made after the fifth day of each month shall bear a late payment charge of fifty dollars (\$50.00). Any extension or renewal of this license shall be at the same rate plus an annual adjustment for CPI (Portland Urban Index), unless otherwise agreed to by the parties. Licensor's license fee shall

be waived the first year (2018), provided Licensor completes the deliverables set forth on Exhibit “B”, attached, plus payment of the leasehold tax assessed at the \$500.00 per month rental rate.

Section 2. Reaffirmation

Except as so amended, the terms of the Original Agreement are reaffirmed in their entirety as though fully set forth herein.

[Signatures appear on following page]

In witness whereof, each party to this agreement has caused it to be executed at Stevenson, Washington on the date indicated below.

Dated this _____ day of _____, 2020.

LICENSOR: CITY OF STEVENSON, a Washington Municipal Corporation

By _____
Scott Anderson, its Mayor

LICENSEE: Justin Gross, an individual, doing business as Big River Grill

Justin Gross

Approved as to form:

Kenneth B Woodrich, City Attorney
for City of Stevenson

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Justin Gross is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated he executed the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this _____ day of _____ 2020.

Name:
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Scott Anderson, as Mayor of the City of Stevenson, is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated he executed the instrument as duly authorized by the agency and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this _____ day of _____ 2020.

Name:
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: _____