

**CITY OF TUMWATER  
PROPERTY LICENSE  
Single J Enterprises**

THIS LICENSE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as "Licensor" and Single J Enterprises, a Washington sole proprietor, hereinafter referred to as "Licensee".

**WITNESSETH:**

In consideration of the covenants, promises and terms contained herein, the parties hereby agree as follows:

1. **Licensed Premises.** The Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor the following described real property, hereinafter referred to as the "Property": Parcel 2 of Large Lot Subdivision No. LLS-0267, as recorded April 10, 1984 under Auditor's File No. 8404100023 and amended by instrument recorded January 22, 1986 under Auditor's File No. 8601220005. (Assessor's Tax Parcel ID#: 12724120100)

2. **Term.** The term of this license shall be two (2) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2022 and terminating two (2) years thereafter on \_\_\_\_\_, 2024, unless sooner terminated according to the provisions herein.

3. **Fee.** Licensee shall pay the Licensor for the use of said Property the sum of NO dollars (\$0.00) total, for the two-year license period. This is a CARE License only. Consideration for use of the Property by the Licensee shall be in the form of repairs and maintenance according to the provisions herein.

4. **Use of Property.** Licensee shall use the Property for the following purposes only: Cattle grazing. Licensee is limited to having livestock on the property no earlier than March 1st and all livestock shall be off the property no later than November 15<sup>th</sup> of each year (known as the agreed grazing season). Licensee shall have access to the property the remainder of the year for care and maintenance as needed.

5. **Repairs and Maintenance.** Licensee agrees to maintain and repair the current fence line and re-establish an access road around the property which is currently present but overgrown. Licensee shall be allowed to control noxious weeds found on the property including/but not limited to Class B Noxious Weeds, Scotch Broom and Tansy Ragwort, which are currently found on a large portion of the property. Licensee agrees to drag and mow reasonably accessible ground at the end of each grazing season to facilitate native grass and vegetation growth.

6. **Ownership of Improvements.** No new improvements are to be erected by Licensee on the property as a result of this license. Repairs to existing fencing made by the Licensee shall be considered the property of the Licenser and shall remain on the Property at the termination of the license.

7. **Compliance with Law.** In the use of the Property, Licensee shall fully comply with all applicable federal, state, county and municipal laws, ordinances and regulations.

8. **Assignment and Sublicense.** Licensee shall not assign or transfer its interest in this Property, or sublet the Property or any parts thereof, or permit the Property to be used for any purpose not permitted by this license, without prior written consent of the Licenser.

9. **Indemnification – Liability.** Licensee hereby agrees to indemnify and hold harmless the Licenser from any and all claims, lawsuits, damages, or actions or liability, which may arise from the Licensee's use of said Property pursuant to this license. No employees or agents of Licensee shall be considered employees or agents of the Licenser.

10. **Insurance.** The Licensee shall procure and maintain for the duration of this license, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Property by the Licensee, their agents, representatives, employees or subcontractors.

The Licensee shall provide a *Certificate of Insurance* evidencing commercial general liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage.

The Licenser shall be named as an additional insured on the commercial general liability insurance policy, and a copy of the endorsement naming the Licenser as additional insured and identifying that the coverage extends to the Property shall be attached to the *Certificate of Insurance*. The Certificate of The Licenser reserves the right to request a certified copy of the insurance policies. The Licenser shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

11. **Termination.** Either party may terminate this license by furnishing to the other party, by registered mail, a notice of termination at least ninety (90) days prior to the intended date of termination. Licensee also acknowledges that Licenser holds the Property in trust for the benefit of the public and Licenser may require full use of the Property at any time for any reason. If Licenser requires the removal of Licensee's property (cattle, other property or improvements) for any reason, at Licenser's sole discretion, Licensee shall remove its property within thirty (30) days of receipt of written notification from Licenser. If Licensee defaults in the payment of the license fee, or breaches any other covenant or condition of this license, Licenser may immediately declare a forfeiture of this license for such default, reenter the Property, and take possession of all personal property.

