

NOTA Site: TWHL
 NOTA Representative(s):
 Hall
 NOTA Region: NW



EarthScope
 Consortium

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Geodetic Monitoring Station Land Use License Agreement

THIS Geodetic Monitoring Station Land Use License Agreement (hereinafter “License”), is entered into as of October 29, 2025, by and between City of Tumwater, together with its successors and assigns (hereinafter “Licensor” or “City”), and **EarthScope Consortium, Inc., a Delaware Nonprofit Nonstock Corporation, together with its successors, and assigns** (hereinafter “Licensee” or “EarthScope”), for the purpose to install, operate, maintain, and service Global Navigation Satellite System (GNSS) monuments, Global Positioning System (GPS) monuments, and other related earth monitoring instrumentation which measure ground shifts caused by earthquakes and slow fault slip between earthquakes at the location specified below and in attached Exhibit A:

County: Thurston	City: Tumwater	State: WA	Address: Tumwater Hill Park, just east of the Tumwater Hill Elementary School
Latitude: 47.015905	Longitude: -122-922875	Description: GPS Station	

IT IS HEREBY AGREED AS FOLLOWS:

1. This License is valid for a period of 10 years, commencing on the 25th of September, 2025, and shall expire on the 24th of September, 2035. If Licensee is in good standing with Licensor at the expiration of the initial License period and the License has not been terminated, the License may be renewed for two consecutive five (5) year terms upon mutual agreement of the parties. The Licensor reserves the right to terminate this License at any time, with or without cause, upon submitting written notice to the Licensee. The termination will take effect thirty (30) days from the date Licensee receives the written notice from Licensor. In the event Licensor terminates this License, Licensee will have sixty (60) days from the termination date, or ninety (90) days from the day Licensor submits written notice to Licensee, to remove all of Licensee’s equipment from Licensor’s property.
2. Licensee shall give Licensor a sixty (60) day written notice prior to any assignment of this License. Licensee shall also provide Licensor with a copy of any such assignment.
3. The Licensee will notify the Licensor at least seven (7) days prior to the day of installation of any mutually agreed upon equipment described in Exhibit A. Any modifications or additions to the equipment described in Exhibit A must be approved in writing by the City prior to installation. The Licensee will give the Licensor reasonable notification prior to entry for any maintenance visits, if such visits are required.
4. The Licensee accepts the premises in an “as is” condition and, upon completion of the License, Licensee agrees to restore the premises as reasonably as possible to the condition at the start of the License.
5. The Licensee agrees to maintain the premises in a safe manner.
6. The Licensee shall install and maintain the GNSS/GPS monument, instruments, and ancillary equipment on the lands of the Licensor with reasonable diligence and precaution to avoid damage to the land, property, or personnel.
7. Licensee shall indemnify, defend, hold harmless, and release the City from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind relating to or arising from any act of commission or omission by itself, its agents, employees, or authorized representatives, or related to or arising from the exercise of the rights or privileges granted by this License. The Licensor will not be held responsible for loss of, or damage to, any of Licensee’s equipment on the property.
8. The Licensor has the right and authority to enter into this License.

9. The Licensors shall give reasonable notice to Licensee of any intent to sell the property, or portion thereof, where the GPS monument is located.

10. Emergency twenty-four (24) hour contact number(s) must be provided and/or displayed on Licensee's equipment. The contact for emergencies is: 1-866-381-7507 or 303-381-7559 for any questions, comments, concerns, or inquiries related to this License.

11. The laws of the State of Washington shall govern any action arising out of or relating to this License.

12. This License constitutes the entire agreement between Licensors and Licensee. No oral agreements, licenses, warranties, representations, licenses, permits, or promises have been entered into, and all modifications or notices shall be in writing and mutually agreed upon to be valid. This License voids and replaces any and all prior written agreements between Licensors and Licensee. These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

EARTHSCOPE:

CITY:

Signature Date

James Downing
Sr. Contracts and Permitting Manager

Signature Date

Name: _____
Title: _____