



After Recording Return to:
City of Kennewick

PO Box 6108
Kennewick WA 99336

LICENSE AGREEMENT

Tax Parcel ID #: 131993000001000

Location: 700 Block N. Center Parkway
A Portion of the NW ¼ of the SW ¼ of S31 T9N R29E W.M., records of Benton County,
Washington

For and in consideration of the mutual covenants contained herein, the undersigned, CITY OF KENNEWICK (hereinafter referred to as "City" or "Licensor"), and KENNEWICK SCHOOL DISTRICT #17 (hereinafter referred to as the "Licensee"), hereby agree as follows:

1. The City of Kennewick hereby grants to the Licensee a license for a portion of the following described real property: Sunset Park, 700 Block N. Center Parkway, Kennewick, WA. Legally described as:

THAT PORTION OF THE SOUTH ONE/HALF OF THE SECTION 31 TOWNSHIP 9 NORTH RANGE 29 DEFINED AS FOLLOWS: A PORTION OF SECTION 31, TOWNSHIP 9 NORTH RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH BEARS SOUTH 34 DEGREES 56'17" WEST 30.00 FEET AND NORTH 55 DEGREES 03'43" WEST 60.00 FEET FROM THE MOST WESTERLY NORTHWEST CORNER OF 'KENNEWICK PARK', ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 2, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE NORTH 34 DEGREES 56'17" EAST 417.00 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 55 DEGREES 03'43" WEST 160.00 FEET: THENCE SOUTH 89 DEGREES 30'00" WEST 480.84 FEET: THENCE NORTH 02 DEGREES 03'11" EAST 373.51 FEET: THENCE NORTH 78 DEGREES 52'33" EAST 326.55 FEET: THENCE SOUTH 55 DEGREES 03'43" EAST 527.97 FEET: THENCE SOUTH 34 DEGREES 56'17" WEST 270.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 5.887 ACRES. PARK IN PLAT OF KENNEWICK PARK 2. QUIT CLAIM DEED 4-1-80.

the exact location being depicted on the site plan attached hereto and incorporated herewith as Exhibit A.(see attached)

2. The license is granted to allow the Licensee, at their request, to repurpose the southerly two tennis courts shown in Exhibit A for parking. Licensee will remove the two tennis courts standards and fencing and utilize this area for vehicle parking consisting of up to 45 parking stalls in its place. The additional parking will serve both Sunset View Elementary School as well as users of Sunset Park. As a part of this project Licensee will rehabilitate the remaining two tennis courts so they can be used for tennis and pickle-ball. The Licensee is responsible for all the costs involved in the construction project described above.

3. The Licensee will be responsible for the ongoing maintenance and repair of the surface parking lot and will be responsible for snow and ice removal. Licensor will be responsible for the ongoing maintenance and repair of the two rehabilitated tennis courts. Use of both the parking as well as the rehabilitated tennis courts will be shared. The parties agree that per RCO requirements, at least 9 parking spots, including 2 ADA accessible spots will be reserved for park users at Sunset Park and properly signed for exclusive park use.

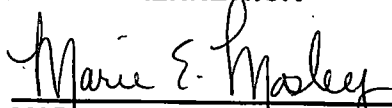
4. This License Agreement shall have no payments for use of the property as it is for a public purpose and Licensee has agreed to maintain the parking lot at its expense. The parties acknowledge that this License Agreement may be revoked at any time upon 90 days written notice to the Licensee. At the end of the 90 days the Licensee will have an additional 30 days to remove all improvements made in the property at the sole cost and expense of the Licensee.

5. The Licensee shall indemnify and hold harmless the Licensor against any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless or intentional act or omission of the Licensee, its agents, employees, invitees, contractors, and any of the their sub-contractors in connection with use of the licensed area shown in Exhibit A. The Licensee shall provide proof of insurance in the form of an Evidence of Coverage Letter from its insurance risk pool.

6. The Licensor shall indemnify and hold harmless the Licensee against any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless or intentional act or omission of the Licensor, its agents, employees, invitees, contractors, and any of the their sub-contractors in connection with use of the tennis courts.

DATED this 16th day of July, 2019.

CITY OF KENNEWICK


MARIE E. MOSLEY, City Manager

Attest:


TERRI L. WRIGHT, City Clerk

Approved as to Form:


LISA BEATON, City Attorney

KENNEWICK SCHOOL DISTRICT

Dave Bond

DAVE BOND, Superintendent

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

COPY

(Notary for Dave Bond)

I certify that on this 16 day of July, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Dave Bond, Kennewick School District to me known to be the public entity that executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Patricia A. Loso

Notary Public in and for the State of Washington,
residing at Kennewick.

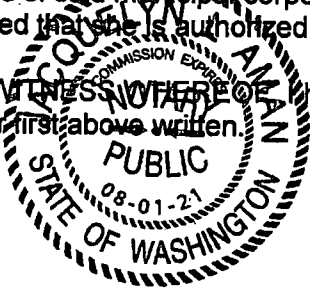
My Commission Expires: 1-8-2023

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that on this 19th day of July, 2019 before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARIE E. MOSLEY, City Manager of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

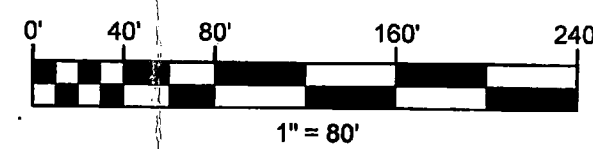
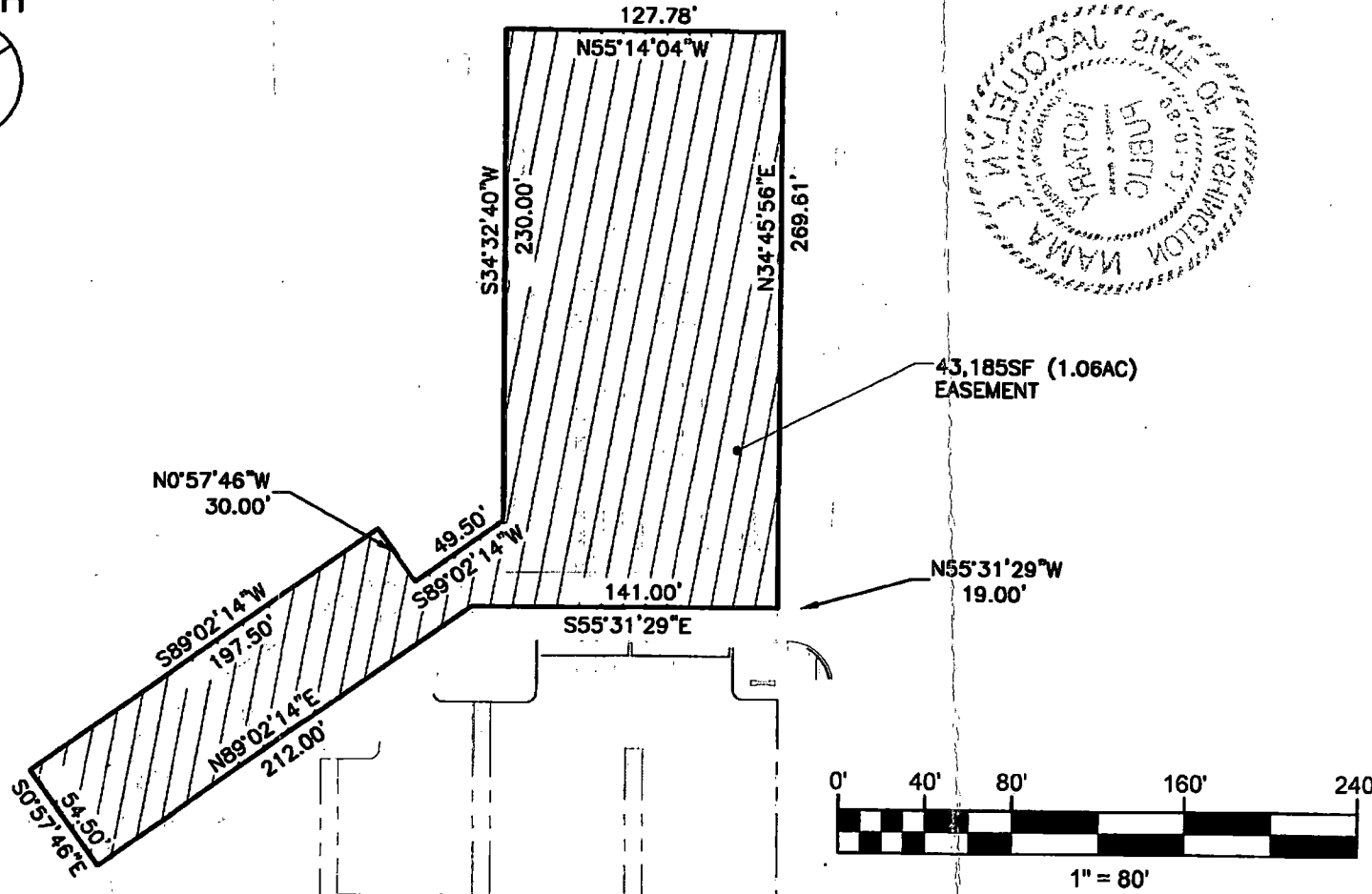
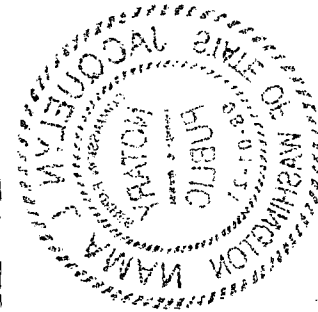
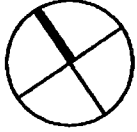


Jacquelyn L. Aman

Notary Public in and for the State of Washington,
residing at Kennewick.

My Commission Expires: 8/1/21

NORTH



KE **KNUTZEN ENGINEERING**
 5401 RIDGELINE DR.
 SUITE 160
 KENNEWICK, WA 99338
 1-509-222-0959
 www.knutzenengineering.com
 CADFILE: 18122 Exhibit A

SUNSET VIEW ES PARKING UPGRADES
EXHIBIT A

DESIGN	JCF
APPD	PTK
DATE	7/12/19
NO.	1 OF 1