LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter called "Licensor" and CAMAS/WASHOUGAL WILDLIFE LEAGUE, a Washington non-profit corporation authorized to engage in business and engaged in business in the State of Washington, hereinafter called "Licensee".

WITNESSETH:

Section 1. **PREMISES:** In consideration of the performance by Licensee of the covenants and obligations hereinafter provided to be kept and performed by Licensee, the Licensor does hereby grant to the Licensee a license to use and occupy the real property, located in Clark County, Washington, which is described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2. <u>TERM</u>: This License Agreement shall permit the use of the premises described beginning as of the date of closing according to the terms of the Real Estate Transfer Agreement, or March 1, 2019, whichever is sooner, and ending six (6) years after the date or closing or unless earlier in accordance with the terms set forth in Exhibits B and C to the Real Estate Transfer Agreement.

Section 3. USE OF PREMISES: Licensee covenants and agrees to use the licensed premises solely and exclusively for the following purposes: Licensee shall continue to have access and use of the club house located upon the premises and shall be solely responsible for basic maintenance and upkeep of the facility. Any major capital repairs such as roof replacement shall be the responsibility of Licensor, in its sole discretion. Use of the premises shall be limited to the shooting schedule currently utilized by Licensee, to wit: the second and fourth Sundays of each month, and only within the area designated as the north range, and no other location. Licensee covenants not to permit waste and to conform to and abide by all lawful rules, laws and regulations in connection with the use of the premises, and Licensee's activities thereon, and not to permit said

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premises to be used in violation of any lawful rule, law regulation or other authority, and only for the purposes specified in this agreement.

Section 4. **INDEMNITY**: Licensee shall indemnify and save Licensor harmless from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in and about the premises, during the term of this Agreement, resulting from the act or omission of Licensee, Licensee's officers, agents, employees, and contractors, or of any occupant, visitor or user of any part of the premises. Licensee shall pay all attorney's fees and other expenses incurred by Licensor in defending any and all suits which may be brought against Licensor or in which Licensor may be impleaded with others upon any of the aforementioned matters. Licensor shall not be responsible for or liable for any damage or injury to any person or to any property, on or about the premises during the dates specified, except for damage or injury resulting from Licensor's negligence or willful or illegal conduct, and Licensee agrees to waive all claims, and to hold Licensor harmless from any such liability, asserted by any person, notwithstanding that joint or concurrent liability may be imposed upon Licensor by statute or court decision.

Section 5. CONDITION OF PREMISES: Licensee acknowledges that it has had full opportunity to inspect the licensed premises, and accepts them in their present condition, and acknowledges that the Licensor has made no representations concerning their present condition, or the condition of any improvements on the premises, nor any representations regarding the fitness of the premises for the use contemplated by the Licensee. Licensee releases Licensor from all claims which may arise resulting from the condition of the premises, or its fitness for the uses contemplated by the Licensee.

Section 6. <u>PERMITS</u>: Licensee shall be solely responsible for obtaining any necessary

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permits for the activities contemplated during the term of this License Agreement.

Section 7. CARETAKER: The current caretaker will remain on the premises in order to maintain a presence on the premises and to deter trespassing and vandalism. Licensee shall continue maintenance and remain solely responsible for the caretaker trailer. Licensee shall timely provide all notices as required by law to terminate any tenancy rights of the caretaker prior to the termination of this License and shall assume all costs and attorney's fees relating to the same. Under no circumstances shall any caretaker be entitled to any relocation assistance or recovery for any value of said tráiler, and Licensee shall indemnify and hold Licensor harmless from any claims thereto. Any trailer located upon the premises shall be the sole responsibility of Licensee during the term of this Agreement. At the conclusion of this License the trailer shall be removed at the cost of Licensor.

Section 8. INSURANCE: Licensee's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. Licensor shall be named as an additional insured on Licensee's General Liability insurance policy, using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The Licensee has provided a declarations page of the commercial general liability insurance policy currently in place (see Exhibit "B"), which satisfies the terms of this section. License Agreement

IN WITNESS WHEREOF, the parties hereto have cause this License Agreement to be executed by the duly authorized officials this 13^{44} day of 3047, 2018.

CITY OF CAMAS

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By: <u>|</u> Title: Cr CAMAS/WASHOUGAL WILDLIFE LEAGUE

J. Throut By: Title:

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