

AFTER RECORDING RETURN TO:

WA State DNR
1111 Washington St SE
MS 47031
Olympia, WA 98504-7031
Attn: Wayne Skill, Facilities Section

License No. 93-106941
(Chewelah)
Page 1 of 9
Date: February 21, 2024

CHEWELAH AIRPORT LICENSE

This LICENSE is made and entered into between The City of Chewelah whose address is PO Box 258, Chewelah, WA 99109, hereinafter called the Licensor, and the State of Washington, Department of Natural Resources, hereinafter called the Licensee, or "DNR".

WHEREAS, this License No. 93-106941 supersedes and replaces License No. 93-101959, dated and entered into by and between the parties on April 20, 2021; and

WHEREAS, although the Tax Lot numbers for the Licensed Premises in this License No. 93-106941 (Tax Lot #27) and License No. 93-101959 (Tax Lot #19) are different, the Licensed Premises is the same in both Licenses. The Steven's County Assessor recently updated the Tax Lot number for the Licenses Premises from Tax Lot #19 to Tax Lot #27 due to an internal reason of a "duplication within the section."

In consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LICENSED PREMISES

1. The Licensor hereby grants to the Licensee a non-exclusive license to use the following described premises:

Tax Parcel Number: 0294399 - a portion of.

Common Street Address: Chewelah Municipal Airport, Holford Road; Chewelah, WA.

Approximately 1 Acre of land as shown on Exhibit A attached hereto and incorporated by this reference and located at Chewelah Municipal Airport; Chewelah, WA 99109, that lies within Tax Lot #27 Chewelah Tax No. QCD AFN 20180002927.

USE

2. The premises shall be used by the Department of Natural Resources for the following purpose(s): Seasonal helicopter base for fire suppression operations.

TERM

3. This License shall commence May 1, 2024 and end April 30, 2029, subject to Section 8.1.

RENTAL RATE

4. The Licensee shall pay rent to the Licensor for the premises at the following rate:

Two Thousand Dollars and No Cents (\$2000.00) per month.

Payment shall be made at the end of each month upon submission of properly executed invoices. Licensor shall bill DNR by submitting invoices to:

Washington State Department of Natural Resources
7511 Terminal Street SW
Suite 201
Tumwater, WA 98501
Neva.Sullivan@dnr.wa.gov
360-480-6977

Licensee shall submit payment at the end of each month of occupation to:

City of Chewelah
PO Box 258
Chewelah, WA 99109

EXPENSES

5. During the term of this License, Licensor shall pay all real estate taxes, all property assessments, insurance, and storm water.

5.1. Licensee shall pay for water, electricity and garbage service if such services connect to Licensee's mobile office trailers moved to site.

MAINTENANCE AND REPAIR

6. The Licensor shall maintain the premises in good repair and tenantable condition during the continuance of this License, except in case of damage arising from the negligence of the Licensee agents or employees.

6.1 The Licensee may place several mobile office trailers on the site during periods of site occupation at Licensee's expense. The Licensee is responsible for all maintenance and utility service costs associated with any mobile office trailers placed on the site by the Licensee.

The location of mobile office trailers within the licensed area shall be subject to approval by the Licensor.

ASSIGNMENT

7. Licensee may not assign this License or sublet the premises. Licensee shall not permit the use of the premises by anyone other than the Licensee and the employees, agents and servants of the Licensee.

RENEWAL/CANCELLATION

8. The License may, at the option of the Licensee, be renegotiated for an additional five (5) years.

8.1 It is mutually understood and agreed by and between Licensor and Licensee that this License may be cancelled and terminated by either party on or after the 24th month of its term provided that written notice of such cancellation and termination shall have been given at least sixty (60) days prior to the effective date thereof by the

Licensor to the Licensee; Licensee shall give Licensor written notice of such cancellation and termination at least sixty (60) days prior to the effective date thereof. In either event, rent shall be prorated to the date of termination.

PAYMENT

9. Any and all payments provided for herein when made to the Licensor by the Licensee shall release the Licensee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Licensor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Licensed Premises.

FIXTURES

11. The Licensee shall have the right during the existence of this License with the written permission of the Licensor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby licensed. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Licensee and may be removed therefrom by the Licensee upon the termination of this License. Any damage caused by Licensee's removal of any of the above items shall be repaired by the Licensee. Any improvements that the Licensee does not remove within 30 days after the termination of the License shall become the property of the Licensor, and the Licensee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the License.

ALTERATIONS/IMPROVEMENTS

12. In the event the Licensee requires alterations/improvements during the term of this License, any renewals and/or modifications thereof, the Licensor shall have the right to provide such services. If required by state law, the Licensor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Licensee considers Licensor proposed costs for alterations/ improvements excessive, Licensee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Licensee shall have the right at its option to select one alternative contractor whom the Licensor shall allow to provide such services for the Licensee in compliance with the Licensee's building standards and operation procedures.

PREVAILING WAGE

13. Licensor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this License when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this License will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this License as though fully set forth herein.

DISASTER

14. In the event the Licensed premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Licensor(s) neglects and/or refuses to restore said premises to their former condition, then the Licensee may terminate this License and shall be reimbursed for any unearned rent

that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Licensee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Licensee unless endorsed herein in writing. Any amendment or modification of this License must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

16. The Licensee hereby agrees to reimburse the Licensor for damages caused by the negligence of its employees and agents, but in no event shall this paragraph be construed as diminishing the Licensor's duty to make repairs as set forth in preceding paragraphs of this License, or as making Licensee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

17. Licensor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby licensed which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Licensor shall indemnify and hold harmless the Licensee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Licensee.

BINDING AUTHORITY

18. It is further understood that this License shall not be binding upon the State of Washington, Department of Natural Resources, unless signed by the Licensee's Director, Commissioner, or his/her designee and approved as to form by the Office of the Attorney General.

DUTY TO CURE

19. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the License requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the License, and (3) any other condition resulting from a party's failure to carry out any obligation under the License, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the License. Premises include all fixtures and equipment provided within the Premises by the Licensor.

The term "reasonable time" as used within this section of the License shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Licensee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Licensor or Licensee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Licensor or Licensee of which he or she would reasonably be expected to learn or notice.

SELF HELP

20. If the party obligated to effect the cure does not cure within the time required by this License, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Licensee, the Licensee may deduct all reasonable costs incurred from rent or other charges owed to Licensor. If the nonbreaching party is the Licensor, Licensor will submit properly executed vouchers and proof of payment to Licensee and Licensee shall remit payment to Licensor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Licensee elects to cure using self-help in part or whole, the Licensor shall defend, save, and hold harmless the Licensee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Licensee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Licensee, its agents, or employees, Licensor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Licensor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

21. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the License by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the License.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Licensee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

22. If any of the premises or of the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this License shall automatically terminate as of the date Licensee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Licensee's determination, then the License shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Licensor reserves all rights to damages and awards in connection therewith.

CAPTIONS

23. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

INTEGRATED DOCUMENT

24. This License and the exhibits hereto constitute the entire agreement between the parties with respect to the License of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

25. Wherever in this License written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LICENSOR: City of Chewelah
PO Box 258
Chewelah, WA 99109

LICENSEE: Department of Natural Resources
Facilities Section
1111 Washington Street SE
MS 47030
Olympia, WA 98504-7030

AND Department of Natural Resources 93-106941
7511 Terminal Street SW
Suite 201
Tumwater, Washington 98501

IN WITNESS WHEREOF, the parties subscribe their names.

LICENSOR:

LICENSEE:

City of Chewelah


By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON, DEPARTMENT OF
Department of Natural Resources

By:  BRUCE BURKHART

Title: DIRECTOR OF ENTERPRISE SERVICES

Date: March 3, 2024

APPROVED AS TO FORM:

By: Meredith Quinn-Loerts
Assistant Attorney General
Date: February 28, 2024

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, A.D., 20____, before me personally appeared _____ to me known to be the _____ of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

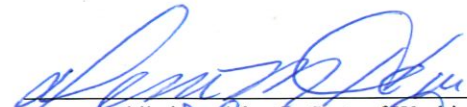
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 4 day of March, 2024, personally appeared before me Paul Burkett / Deputy Engineer Sr (name/title) of the **DEPARTMENT OF NATURAL RESOURCES**, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public in and for the State of Washington,
Residing at Thurston WA
My commission expires September 2, 2025

Exhibit A

