

LICENSE AGREEMENT ("Agreement")

(For Use of Parking Lot)

EFFECTIVE DATE: The "Effective Date" shall be the date in which the Shelter (as defined below) has been fully approved by the City of Redmond and is operating as a Shelter.

PARTIES: Licensor: Evangelical Chinese Church of Seattle, a Washington non-profit organization.

Licensee: Creekside Covenant Church, a Washington non-profit corporation.

RECITALS

- A. The Licensor owns property, improved with a gravel parking lot that is next to the Licensee's place of business, located in the City of Redmond, State of Washington at 2315 173rd Ave., NE, with a Parcel Number of 2525059040, as shown on the Site Plan attached as **Exhibit A** ("Parking Spaces"). The Workers and Guests (as defined below) shall have the right to park in the Parking Spaces, inside of the red lines as set forth in Site Plan attached as **Exhibit A**.
- B. The Licensee owns the property, and assists in the operation of a women's and children's shelter (hereinafter referred to herein as the "Shelter"), located in the City of Redmond, State of Washington at 2321 173rd Ave., NE with a Parcel Number of 2525059158 that is adjacent to the Licensor's property, which shares a common access road with Licensor.
- C. Licensor agrees to grant Licensee a nonexclusive license to use the Licensor's parking lot to access and use **twenty (20) Parking Spaces** that are found inside of the red lines as shown on the Site Plan as attached as **Exhibit A**, for the people that work and volunteer at the Shelter and for the women and children who are guests at the Shelter (hereinafter referred to herein as "Workers and Guests"), subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration referred to in this Agreement and subject to Licensee's compliance with its terms, Licensor licenses to the Licensee the use of the licensed parking lot to access the licensed Parking Spaces under the following terms and conditions:

1. **Use of Lot.** Licensor hereby grants to Licensee a non-exclusive, revocable license to use the Licensor's parking lot to access the twenty (20) unreserved Parking Spaces found inside of the red lines as shown on the Site Plan as attached as **Exhibit A** for Workers and Guests parking only, subject to the terms and conditions of this Agreement. The Workers and Guests may, on a

nonexclusive basis, use the parking lot to access the Parking Spaces to park vehicles only on a first-come-first-serve basis.

2. **Term.** The Term of this revocable license shall commence on the Effective Date set forth above, and shall continue indefinitely (the “Term”) unless terminated sooner in accordance with this Agreement.

3. **Termination**

3.1. **Termination of Agreement.** Without prejudice to any other rights that Licensor may have, Licensor may terminate this Agreement upon thirty (30) days written notice under the following circumstances:

- (a) **Cessation of Use.** If the improved property owned by Licensee on Parcel Number 2525059158 ceases to be used as a Shelter.
- (b) **Assignment.** In the event Licensee assigns, licenses or otherwise transfers any of the rights conveyed to it under this Agreement without the express written consent of Licensor (with said unauthorized transfer being deemed void);
- (c) **Non-Operational Vehicle.** If the Licensor instructs Licensee in writing to remove a non-operational vehicle, and Licensee fails to remove said non-operational vehicle within thirty (30) days of the written notice.
- (d) **Material Breach.** In the event Licensee fails to abide by any of the material requirements of this Agreement or breaches any material representation, warranty or covenant made by it herein, and they fail to cure such breach within thirty (30) days after written notice from Licensor.

3.2. **Licensor’s Right to Terminate.** Such termination shall be effective by written notice to the Licensee by certified mail, return receipt, and shall take effect **twenty (20) calendar days** after the date shown on the postmark. Whether or not the license is terminated, Licensor also shall have the right to remove any motor vehicles parked in the licensed parking lot and Parking Spaces, at Licensee’s sole cost and expense, with 24 hours notice to Licensee (and subject to any notice required by law) in the event Licensee fails to comply with the terms and conditions of this Agreement, including those set forth in Paragraphs 1 and 4 below.

4. **Lawful Use.** Licensee shall use the parking lot to access the Parking Spaces in accordance with all municipal and county ordinances and codes, and all local, state and federal statutes, rules and regulations now or hereafter in effect.

5. **Condition of the Lot.** Any motor vehicle that is driven on the Licensor’s parking lot to access the Parking Spaces is done so at the risk of the Licensee and/or the vehicle’s owner. The Licensor is not responsible or liable for loss or damage by reason of fire, theft, collision or any other cause to any motor vehicle or its contents, and Licensee hereby waives any claims against Licensor for any such loss or damage, except from loss caused by the acts or omissions of Licensor. Licensor makes no representations or warranties whatsoever to Licensee with respect to the condition of the parking lot or the Parking Spaces, and shall have no duty to maintain them (including ice and snow removal) except as required by applicable law. Licensee acknowledges

and agrees that it has had an opportunity to inspect the parking lot and the Parking Spaces, and Licensee accepts the parking lot and Parking Spaces on an “As-Is” basis, and Licensee assumes all risk with respect to the condition and use thereof.

6. **Indemnity.** Licensee shall hold the Licensor (including for purposes of this paragraph, its officers and employees) harmless from, and shall defend and indemnify Licensor against any liabilities for damages (including damages to Licensor’s parking lot), injury, claims, costs and expenses, including reasonable attorney’s fees, caused by or arising from the use of the parking lot and Parking Spaces, or acts or omissions of the Licensee or its agents, employees or visitors occurring during the term of this Agreement.

7. **Insurance.** All parties, at their own expense, shall obtain and keep in force during the entire term of this Agreement, a policy of Commercial General Liability insurance insuring each other against all liability arising out of the use or occupancy of the parking lot and Parking Spaces. Such policy or policies shall provide for liability coverage with minimum combined single limits for bodily injury and property damage per occurrence in amounts not less than **one million dollars (\$1,000,000)**. Each party’s own Commercial General Liability policy shall be primary and non-contributing with respect to its own acts or omissions or those of its own agents, employees or invitees. To the extent that any deductible is permitted or allowed as part of any insurance policy carried by the parties in accordance with this paragraph, each party shall be deemed to be covering the amount of such deductible under an informal plan of self-insurance with respects to its own acts or omissions. As a condition of the granting of this License and its continuance, Licensee’s liability insurance policy shall name Licensor as an “additional insured.” A certificate evidencing such insurance shall be delivered by Licensee to Licensor upon the mutual execution of this Agreement.

8. **Governing Law; Jurisdiction; and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington including all matters of construction, validity, enforcement and performance, without giving effect to principles of conflict of laws. Both parties hereby submits to the jurisdiction of the State of Washington and voluntarily waives all challenges to personal jurisdiction, subject matter jurisdiction or forum convenience. Any dispute, controversy or claim arising out of or relating to this Agreement or the alleged breach, termination or validity hereof, including alleged fraud in the inducement, shall take place at the King County Superior Court in Seattle, Washington. The prevailing party in any such proceeding shall be entitled to recover reasonable attorney’s fees and costs related to such proceeding from the non-prevailing party.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective legal representatives, heirs, executors, successors and assigns. This Agreement is **not** assignable by Licensee without the prior written consent of Licensor. Any assignment without such consent shall be void and convey no rights upon any third person.

10. **No Waiver.** The failure of either party to insist on compliance with any term or condition hereof shall not constitute a waiver or modification of the Agreement or any of its terms or conditions.

11. **Legal Effect.** The Licensee acknowledges that no bailment is created by this Agreement. Licensee is obtaining a revocable license only, and are not acquiring any interest in the real property on which the parking lot and Parking Spaces, either as a tenant or otherwise.

12. **Notices.** Written notices under this Agreement shall be sent to the addresses set forth below unless written notice of a change of address has been given at least **ten (10) calendar days** earlier.

<p>Licensor:</p> <p>Creekside Covenant Church 2315 173rd Ave. NE Redmond, WA 98052</p>	<p>Licensee:</p> <p>Evangelical Chinese Church of Seattle 2321 173rd Ave., NE Redmond, WA 98052</p>
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13. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the use of the parking lot and Parking Spaces. No amendment or modification of this Agreement shall have any force or effect unless in writing and signed by all parties.

14. **Captions.** The titles, headings and captions used herein are inserted only for convenience and reference, and are not intended to define, limit, describe the scope, intent or language of this Agreement or any portion hereof.

15. **Construction & Severability.** This Agreement shall be construed in accordance with the laws of the State of Washington. This Agreement may not be changed or modified without the written consent of all parties. The parties acknowledge that should any provision contained in this Agreement be later found to be unenforceable, void or illegal by a court of competent jurisdiction, such provision shall be considered omitted from this Agreement, it being the parties' intent to enter into this Agreement notwithstanding the omission of any unenforceable, void or illegal provision.

16. **Recording.** Following the Effective Date for this Agreement the Licensee may record this Agreement or any memorandum of this Agreement.

17. **Authorization.** Each party represents and warrants to the other party that it has all requisite power, authority and legal capacity to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transaction contemplated hereby; the execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, have been duly authorized and approved by all required action on the part of all necessary persons; this Agreement has been duly and validly executed and delivered by the party and this Agreement constitutes legal, valid and binding obligations of each party, enforceable against said party.

18. **Counterparts; Facsimile and Scanned Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original copy of this Agreement and all of

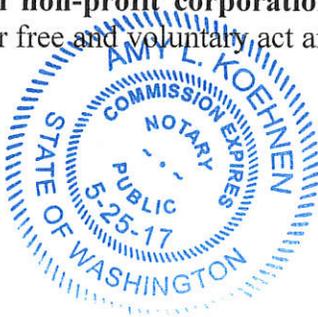
which, when taken together, will be deemed to constitute one and the same Agreement. Facsimile or scanned signatures shall have the same force and effect as original signatures.

The parties have signed this Agreement as of the date first written above.

Creekside Covenant Church, a Washington non-profit corporation	Evangelical Chinese Church of Seattle, a Washington non-profit organization
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>John D. Coster</u>	Name: <u>Victor K. Lee</u>
Its: <u>Chair Leadership Team</u>	Its: <u>Church Elder</u>

STATE OF WASHINGTON, County of King) ss:

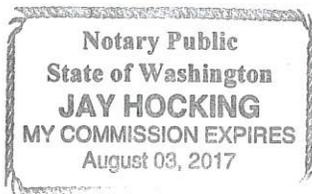
On this 16th day of March, 2017 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared John David Coster, known to me to be the individual described in and who executed the foregoing Access Easement Agreement on behalf of **Creekside Covenant Church, a Washington non-profit corporation**, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes herein mentioned.



[Signature]
 Notary Public in and for the State of
 Washington Residing at: Spokane, WA
 My commission expires: 5/25/17

STATE OF WASHINGTON, County of King) ss:

On this 9th day of March, 2017 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Victor K. Lee, known to me to be the individual described in and who executed the foregoing Access Easement Agreement on behalf of **Evangelical Chinese Church of Seattle, a Washington non-profit organization**, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes herein mentioned.



[Signature]
 Notary Public in and for the State of
 Washington Residing at: Seattle
 My commission expires: August 03, 2017

Exhibit A

[The Parking Spaces Attached]

