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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between Desert Aire Owners Association, a non-profit corporation of the State of Washington (Grantor), and _____ (Grantee), owner(s) of Lot ____, Division ____, located at _____ in Desert Aire, Grant County, Washington (Benefitted Property).

AGREEMENT

The parties hereto agree and covenant as follows:

1. **Grant of License.** Upon the terms and conditions set forth herein, Grantor hereby grants to Grantee a license to use, modify, change, alter, and/or improve that portion of Grantor's common ground area adjacent to the Benefitted Property which is described and/or depicted in the attached sketch or map (subject common ground area), in the following manner and for the following purpose(s):

(Attach sketch or map to this License Agreement.)

A written application with description has been submitted to, and has been approved by, the Parks and Greenbelt Committee of Grantor or the Board of Directors of Grantor following Grantee's appeal.

2. **Nonexclusive License.** This License Agreement is nonexclusive in nature, and Grantor and its officers, employees, agents, contractors and members shall have the right to enter upon, use, modify and/or disturb the subject common ground area and/or the improvements thereon for any purpose which Grantor deems necessary at any time and without advance notice to Grantee.
3. **Grantee's Obligations.** All uses, alterations, modifications, changes, and/or improvements of the subject common ground area shall be done and made at Grantee's sole cost and expense. It shall be Grantee's sole obligation to properly maintain, repair and replace any improvements within the subject common ground area at Grantee's sole cost and expense. If Grantor deems it necessary to and actually does modify or disturb the

subject common ground area and/or the improvements thereon, Grantor shall have no obligation to restore the common ground and/or the improvements to their prior condition. Grantee shall be responsible for all restorative work and all related costs and expenses. Additionally, Grantee shall, at Grantee's sole cost and expense, be responsible for removing all improvements from the subject common ground area by the revocation date specified in any notice of revocation hereafter given by either party as provided herein.

4. **Scope of License.** The license shall be solely for the limited use(s) and purpose(s) described herein. Grantee shall not use, modify, or improve Grantor's common ground within or outside the subject common ground area except as expressly permitted in this License Agreement and shall not expand the scope of the use, modification or improvement of Grantor's common ground within or outside the subject common ground area. Grantee shall comply with all applicable laws, regulations, ordinances, resolutions, and covenants regarding the use and/or improvement of Grantor's common ground, including those which now exist and those which are hereafter adopted by any federal, state or county government entity or Grantor.
5. **Term of License.** The license shall be revocable upon thirty (30) days written notice by either party. The license shall be effective on the date upon which this Agreement is executed by the authorized representative(s) of Grantor and shall continue from said date until revoked.
6. **Extent of Grantee's Interest.** This license is a grant to use the subject common ground area for the specific and limited use(s) and purpose(s) described in section one (1.) above. It does not constitute an interest in land. This license shall attach to the specific owner (Grantee) listed below and follow ownership of the Benefitted Property but is not otherwise inheritable, assignable, or transferable.
7. **Insurance and Indemnification.** Grantee shall maintain throughout the term of this License Agreement liability insurance coverage for bodily injury, death and for property damage to indemnify Grantor and its officers, employees, officials, successors and assigns against any such liability or expense. Grantee shall defend, indemnify, and hold harmless Grantor and its officers, employees, officials, successors and assigns from and against any and all liability, loss, damage, expense, injury, action and claims asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and/or Grantee's agents, contractors, employees, licensees or invitees in the exercise of the rights granted in this License Agreement.
8. **Governing Law - Venue - Binding Nature.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and any litigation arising out of this License Agreement shall be in Grant County, Washington. This License Agreement shall bind, be enforceable by and against, and inure to the benefit of each party and their respective successors.
9. **Entire Agreement - Severability.** This License Agreement is the complete and exclusive agreement between the parties, which supersedes all proposals or prior oral agreements and all other communications between them relating to the subject matter hereof. Amendments or modifications to this Agreement shall only be effective if they are in writing and signed by both parties. In the event that any term or provision of this Agreement is voided, invalidated and/or determined to be unenforceable by a court of competent jurisdiction, said term or provision shall be severed from the remaining terms and provisions of this

Agreement, and said remaining terms and provisions shall be valid, effective, and fully enforceable.

10. **Attorney's Fees and Costs - Available Relief.** In the event of any court action brought by either party to interpret or construe this Agreement or to enforce any of the provisions herein, the prevailing party in said action shall be awarded and shall recover from the other party the reasonable attorney's fees and court costs incurred by the prevailing party in said action. The parties specifically agree that equitable relief in the form of restraining orders, preliminary injunctions, and/or permanent injunctions requiring performance of the obligations imposed herein as the court deems appropriate shall be available to a party who brings an action to enforce any of the provisions herein together with any legal remedies available to said party under state law.

Disclaimer: This License Agreement is for specific approved common/greenbelt area modifications by the lot owner and at no time allows for disturbance of any areas of the golf course past the out of bounds markers on golf course lots. If a lot owner causes any disturbance of the golf course, the area disturbed will be repaired by DAOA staff and the lot owner may be fined and/or charged for time and materials to repair the disturbed area.

OWNERS/GRANTEES:

(Signature)

(Signature)

(Print)

(Print)

Dated: _____

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PARKS AND GREENBELT:

Recommended by Parks and Greenbelt Committee, and signed by the Parks and Greenbelt Committee Chair, or Authorized Representative, on this ____ day of _____, 20__.

By _____
(Signature)

_____, Parks and Green Belt Committee
(Print)

Committee Comments: _____

Approved by Grantor, through the action of its Board of Directors and signed by its President and Secretary, Grantor's Authorized Representatives, on this ____ day of _____, 20__.

GRANTOR:

Desert Aire Owners Association

By _____
(Signature)

_____, President
(Print)

Attest:

Desert Aire Owners Association

By _____
(Signature)

_____, Secretary
(Print)