REVOCABLE LICENSE FOR USE OF REAL PROPERTY GRANTED TO THE U.S. DEPARTMENT OF VETERANS AFFAIRS BY POULSBO FIRE

- 1. Poulsbo Fire, hereinafter "Licensor", hereby grants a Revocable License of space located at 911 NE Liberty Road, to the U.S. Department of Veterans Affairs, hereinafter "VA" or "Licensee," for the purpose of parking of VHA Government Vehicle.
- 2. This License shall be subject to the terms and conditions enumerated herein.
- 3. The License shall be deemed effective as of August 7th, 2023 and unless earlier revoked or terminated by the mutual written agreement of the parties, shall automatically expire on December 31, 2028.
- 4. In consideration for receiving this License, VA agrees to reimburse the Licensor for the "at cost" amounts of the following items: there is no expected tangible costs as request if for a parking space only.
- 5. NOTICE: Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as provided in this paragraph and deposited, postage prepaid, in a public mail box maintained by the U.S. Postal Service. All notices to be given pursuant to this license shall be addressed as follows:

If to the licensor to: Poulsbo Fire, 911 NE Liberty Road, Poulsbo, WA 98370.

If to the licensee to: Veterans Health Administration, 9600 Veterans Drive SW, Mail Stop A 123 HBPC-John Tilly, Tacoma, WA 98498

- 6. INSPECTION. VA shall have the right to inspect the licensed space prior to the effective date of the license, to ensure the condition of the space meets VA's needs and requirements, and is otherwise safe and appropriate for VA's use.
- 7. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall not engage in any behavior or conduct that would otherwise impinge on Licensor's requirement to comply with all applicable Federal, State, and local laws related to its legal interest in the licensed property. Notwithstanding this provision, this license shall be governed, construed and enforced in accordance with Federal law, and if no such law exists, then applicable State and local law, and shall at all times be subject to, the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501).
- 8. DAMAGE. Except as may be otherwise provided herein, no property of the licensor shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license, without the prior written consent of the licensor.
- 9. LIABILITY. The liability, if any, of VA for injury or loss of property, or personal injury or death in connection with this License, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680).
- 10. OPERATION. The licensee shall confine its activities to the licensed area, and shall refrain from damaging or impairing the space, or jeopardizing the safety of persons or property.
- 11. AMENDMENTS. There shall be no amendments to or departure from the terms of this license without the prior written consent of the parties.

12. ASSIGNMENT, REVOCATION, AND ABANDONMENT. This license is unassignable and shall be revocable or terminable by the parties in accordance with Paragraph 4 above. Upon revocation or termination of this license, the licensee shall restore the property to substantially the same condition as existed prior to the effective date of this License, excepting any normal wear and tear.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

U.S. DEPARTMENT OF VETERANS AFFAIRS AS LICENSEE

By

Mark Taylor

HBPC Nurse Practitioner

LICENSOR

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Signer)

CERTIFICATION OF AUTHORIZATION

I, <u>Jim Gicard roles</u> certify that I am the (position), of the Corporation named as licensor in the license and that I am duly authorized to sign for and in behalf of said corporation by authority of its governing body, and am acting within the scope of its corporate powers.