



After recording return to:

City of Stevenson  
PO Box 371  
Stevenson, WA 98648

## ADDENDUM TO LICENSE AGREEMENT

Addendum to that agreement dated January 1, 2018, and as amended on July 6, 2020, by and between the City of Stevenson, a Washington Municipal Corporation, hereinafter referred to as Licensors, and Justin Gross, dba Big River Grill, hereinafter referred to as Licensee, effective January 1, 2021.

Recitals:

- A. Licensors is a Washington Municipal Corporation known as Stevenson, Washington.
- B. Licensee is an individual doing business as Big River Grill, and restaurant adjacent to a city park known as Walnut Park.
- C. By agreement, Licensors licensed Licensee to use part of Walnut Park for *al fresco* dining during a five-month period each year when the weather is typically warmer.
- D. Licensors granted this use according to the terms and conditions set forth in the original agreement in effect January 1, 2018 (the "Original Agreement").
- E. Licensors amended the payment requirements due to the impact of COVID-19 and proclamations from Governor Jay Inslee restricting dining capacity in effect January 1, 2020 (the "Amended Agreement").
- F. Section three of the Amended Agreement outlines the rate for extension or renewal of the license, unless otherwise agreed to by the parties.
- G. As of July 1, 2021 the restrictions on dining capacity have been lifted, however there are multiple COVID-19 variants causing a slow economic recovery.

### Section 1. Addendum

In consideration of the mutual promises contained in the Original Agreement and the Amended Agreement, the parties agree to the following addendum:

#### Assignment

Licensee Justin Gross, dba Big River Grill hereby assigns this license to Bigger River Grill LLC, a Washington Limited Liability Company, and City consents to this assignment.

#### Extension

The agreement will be extended through December 31, 2022, unless otherwise extended or terminated pursuant to the Original Agreement.

**License Fee**

The license fee will remain at Five Hundred and 00/100 dollars (\$500.00) plus leasehold tax, payable on the 1<sup>st</sup> day of each month, in advance.

In witness whereof, each party to this agreement has caused it to be executed at Stevenson, Washington on the date indicated below.

Dated this 16<sup>th</sup> day of July, 2020.


**LICENSOR:**

**CITY OF STEVENSON, a Washington Municipal Corporation**

By   
**Scott Anderson, its Mayor**

**LICENSEE:**

**Justin Gross, an individual, doing business as Big River Grill**

  
**Justin Gross**

**Approved as to form:**

  
**Kenneth B Woodrich, City Attorney  
for City of Stevenson**

STATE OF WASHINGTON     )  
  ) ss:  
COUNTY OF SKAMANIA    )

I certify that I know or have satisfactory evidence that Justin Gross is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated he executed the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 16<sup>th</sup> day of July, 2020.



Mary E. Corey  
Name:

NOTARY PUBLIC in and for the State of  
Washington, residing at Stevenson  
My Commission expires: 9-19-2022

STATE OF WASHINGTON     )  
  ) ss:  
COUNTY OF SKAMANIA     )

I certify that I know or have satisfactory evidence that Scott Anderson, as Mayor of the City of Stevenson, is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated he executed the instrument as duly authorized by the agency and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 16<sup>th</sup> day of July 2020.



Mary E. Corey  
Name:

NOTARY PUBLIC in and for the State of  
Washington, residing at Stevenson  
My Commission expires: 9-19-2022