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RETURN ADDRESS:

Skamania County Clerk to the
Board of County Commissioners

Skamania County
JAN 9 1970
O Laury
CLERK

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Temporary License Agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Fort Vancouver Regional Library
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Skamania County
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter, Quarter)

Lots 1, 2, 3 and 4 Block 8 Riverview Addition to the Town of Stevenson

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-07-36-4-4-2800-00

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

TEMPORARY LICENSE AGREEMENT
(Construction Phase)

THIS TEMPORARY LICENSE AGREEMENT ("License") is entered into this 1 day of July, 2000, between Fort Vancouver Regional Library District ("Licensor"), and Skamania County, a municipal corporation of the State of Washington ("Licensee"), and

WHEREAS, the Licensee plans to construct a criminal justice facility and remodel its existing Sheriff's office on the Courthouse site;

WHEREAS, the Licensee must access its lower parking lot with large trucks, machinery, vehicles and other equipment necessary to construct the new facility;

WHEREAS, the Licensee's best access to this area is by traveling across and through the Licensor's driveway and parking lot;

WHEREAS, the Licensor uses its property to provide the Stevenson Community Library a community public library;

WHEREAS, the Licensor uses its driveway and south parking lot to provide public access to its facility, as a means to transport books, material and equipment to and from its facility; and

WHEREAS, the Licensor wishes to temporarily permit the Licensee to use and travel over portions of Licensor's driveway and parking lot to access Licensee's lower parking lot; provided, however, that this be done without substantially affecting Licensor's ability to operate the public library.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. The Temporary License. Licensor hereby grants Licensee the right to temporarily use and travel over only those areas delineated on the attached map, incorporated herein as Exhibit A, for the operation of large trucks, machinery vehicles and other equipment necessary for construction purposes.
2. Term of License. This License shall become effective on June 1, 2000, and expire without notice, unless otherwise terminated earlier, on June 1, 2001.
3. Notice of Commencement of Work. Licensee shall give Licensor at least twenty-four (24) hours notice prior to the commencement of its use under this License.

4. Licensee's Undertakings.

a. Before Construction, Licensee shall:

- (i) Remove, if deemed necessary, the traffic island located on the southwest corner of the Licensor's library building;
- (ii) Amend directional traffic on the south driveway to permit access for construction vehicles;
- (iii) Install traffic barriers along the south side of the parking area, separating Licensor's parking lot from the driveway and install appropriate warning signs; and
- (iv) Erect, as directed by the Licensor, all necessary barriers, fences, cones and warning signs to clearly and adequately notify the public of the change in use and to avoid any potential conflicts in use.

b. During construction, Licensee shall provide a person each day, or as needed by the Licensor, to flag traffic for and guide the Licensor's bookmobile to enter and to exit the Library facility.

c. After Construction, Licensee shall:

- (i) Replace the traffic island, and any curbing or landscaping damaged or removed during the Licensee's use of Licensor's driveway;
- (ii) Re-pave or blacktop and re-stripe Licensor's parking lot and driveway with a two inch AC overlay; and
- (iii) Return Licensor's driveway to a one way ~~(eastbound)~~ ^{westbound lane} ~~and~~ ^{PR} only.

d. Licensee shall otherwise comply with the City of Stevenson's Conditional Use Permit, as amended.

5. Compliance With Laws. Licensee shall comply with all federal, state and local laws, regulations and ordinances affecting its use of Licensor's property. The Licensee shall also be responsible to obtain all necessary ~~permits~~ ^{permits} and approvals to use this License.

6. Indemnification: To the fullest extent permitted by law, Licensee shall indemnify, defend and hold Licensor and its trustees, officers, agents and

employees harmless from and against any and all claims, demands, actions, proceedings, damages, liabilities, costs, and expenses incurred (including, without limitation, all attorneys' fees and expenses arising in connection with each such claim, action or proceeding) from or in connection with any act, omission, or negligence of Licensee or any of its agents, employees, invitees or contractors causing injury or damage of whatever nature arising out of or related to Licensee's uses under this License; provided, however, that this indemnification shall not extend to claims, expenses or liabilities arising solely from Licensor's negligence or willful misconduct. The indemnification, hold harmless and duty to defend provisions herein shall survive the expiration or termination of this License.

7. Washington Law: This agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Washington. Venue for any legal action relating to this License shall be the Skamania County Superior Court.
8. Attorney's Fees: In the event of any controversy, claim or dispute relating to this License or the breach thereof, the prevailing party shall be entitled to recover its reasonable expenses, attorney's fees and costs.
9. Warranties: The parties warrant that they have the authority to execute this License.
10. Merger: This agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind, preceding the date of this agreement, shall not be binding upon either party, except to the extent incorporated herein.
11. Further Agreement: This agreement is only intended to be in effect during the construction of the Skamania County Criminal Justice Facility and remodel. However, the parties do hereby agree to negotiate in good faith another license agreement intended to permit Licensee to continue to use the parking lot to access Licensee's lower parking lot.

FORT VANCOUVER
REGIONAL LIBRARY DISTRICT

By: Shawn A. Hansen

Title: Guest Director

SKAMANIA COUNTY BOARD OF
COMMISSIONERS



Edward A. Griffling
Chairperson

Judy A. Carter
Commissioner

Albert E. McKee
Commissioner

ATTEST:

Gary M. Olson

County Auditor and Ex-Officio Clerk
of the Board

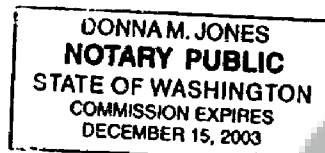
APPROVED AS TO FORM ONLY:

Bx
Skamania County Prosecutor

STATE OF WASHINGTON)
) ss.
 County of Clark)

I certify that I know or have satisfactory evidence that Sharon Hammer is the person who appeared before me, and said person acknowledged that he/she signed the foregoing instrument, on oath, stating that he/she was authorized to execute the instrument and acknowledged it in his/her official capacity as Executive Director of the Fort Vancouver Regional Library District, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 2000.

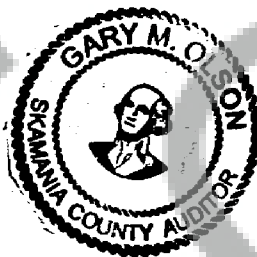


Donna M. Jones
 Notary Public for the State of
 Washington, residing at Clark Co.
 My commission expires: 12/15/2003

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory evidence that Edward A. McLarty, Judy A. Carter, and Albert E. McKee are the persons who appeared before me, and said persons acknowledged that they signed the foregoing instrument, on oath, stating that they were authorized to execute the instrument and acknowledged it as the Board of Commissioners of Skamania County to be the free and voluntary act and deed of such parties for the uses and purposes mentioned in the instrument.

Dated: June 1, 2000.



Gary M. Olson
 Notary Public for the State of
 Washington, residing at North Bend, WA
 My commission expires: 10-31-2001

EXHIBIT A

4-2-

NW VANCOUVER AVE.

COLUMBIA ST.

STEWART
COMMUNITY
LIBRARY

WARNING
SIGNS FOR
TRAFFIC &
PEDESTRIANS

TRAFFIC BARRIER TURNING SIGNS

REMOVE ISLAND

CONSTRUCTION
ACCESS & EGRESS

