

138748

BOOK 201 PAGE 320

RETURN ADDRESS:

Skamania County Clerk to the
Board of County Commissioners

Skamania County
Aug 2 6 57 AM '00
O'Leary
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. Stevenson-Carson School District
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)
SE4 SE4 Section 36, T3N, R7EWM

☐ 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
03-07-36-4-1200-00

☐ 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

THIS AGREEMENT, made and entered into this 20th day of MAY, 2000, by and between STEVENSON-CARSON SCHOOL DISTRICT 303, hereinafter referred to as "Licensor", and SKAMANIA COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as "Licensee", WITNESSETH:

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

WHEREAS, the first phase of this project includes a re-design of and excavation of the existing parking lot; and

WHEREAS, during this phase, parking for the county employees and/or the general public must occur off-site; and

WHEREAS, the Licensor has agreed, during the summer months, to provide such off-site parking through the use of its parking area on the Stevenson Elementary School grounds;

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

1. Granting of License/Purpose: The Licensor hereby grants to Licensee the right to temporarily use the following described real property as off-site parking for its county employees and/or the general public during construction of the Skamania County Jail project:

Tax Lot No. 1200, lying in the SE 1/4 SE 1/4 of Section 36, Township 3 North, Range 7 E.W.M., Skamania County, Washington.

The areas to be used are further indicated on the map, which is attached to and incorporated herein as Exhibit "A."

2. Term of License: This license shall become effective on the 12th day of June, 2000, and terminate on the 30th day of August, 2000.

3. Costs: The Licensee assumes all risks, if any, including any and all costs, related to its use of the Licensor's property.

4. Compliance With Laws: The Licensee shall comply with all federal, state and local laws, regulations and/or ordinances affecting its use of Licensor's property.

5. Notice of Commencement of Work/Grantor's Contact: The Licensee shall give the Licensor at least twenty-four (24) hours advanced notice prior to the commencement of its use of the property.

6. Hold Harmless & Indemnification: The Licensee hereby agrees to indemnify and hold the Licensor harmless from any and all liability arising out of the Licensee's, its agents', or assigns' use and/or activities under this license. The Licensee further agrees to defend Licensor from any and all suits, or actions, relating to the Licensee's use 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. Any actions to enforce or defend the terms of this Temporary License Agreement must be resolved in a court of competent jurisdiction within Skamania County.

8. Attorney's Fees: In the event of any controversy, claim,

or dispute relating to this instrument, 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 Agreement.

10. Condition of Property Upon Termination: The Licensee agrees to return the property to the condition it was in at the time this License Agreement was executed, excepting any normal wear and tear.

11. 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.

STEVENSON-CARSON SCHOOL DISTRICT 303

by: [Signature]
Title: Supt.

ATTEST:

Title: _____

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

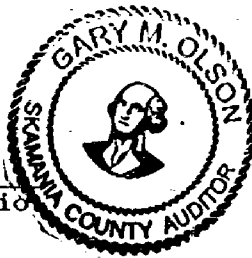
[Signature]
Chairperson

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST

Gary M. Olson
County Auditor and Ex-Officio
Clerk of the Board



APPROVED AS TO FORM ONLY:

BA
Skamania County
Prosecuting Attorney

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that BILL L. BENTLEY is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument, on oath, stating that he was authorized to execute the instrument and acknowledged it in his official capacity as SUPERINTENDENT OF STEVENSON-CARSON SCHOOL DISTRICT NO. 303, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 30, 2000.

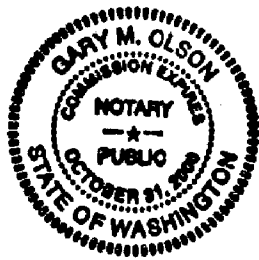
James H. Magnus
Notary Public, State of Washington
Residing at STEVENSON
My commission expires: 12/28/01

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that EDWARD A. McLAUGHLIN, JUDY A. CARTER, and ALBERT E. McKEE are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated 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 of such party for the uses and purposes mentioned in the instrument.

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Dated: June 5, 2000.



Gary M. Olson
GARY M. OLSON

Notary Public, State of Washington
Residing at North Bannockburn
My commission expires: 10-31-2000

SD103.Lic

3

EXHIBIT

A

#

STEVENS
ELEMENTARY
SCHOOL

HOUGHTON AVE

VANDUVER AVE

ALLEN STREET

10
9
8
7
6
5
4
3
2
1