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Page: 1 of 4

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Adams Co. Aud.

Return address:

CITY OF OTHELLO  
500 E. MAIN  
OTHELLO, WA 99344

Please print neatly or type information

Document Title(s)

License Agreement for Use of Public right-of-way

Reference Number(s) of related documents

\_\_\_\_\_

Additional Reference Numbers on page \_\_\_\_\_

Grantor(s) (Last, First and Middle Initial)

CITY OF OTHELLO  
500 E. MAIN  
OTHELLO, WA 99344

Additional Grantees on page \_\_\_\_\_

Grantee(s) (Last, First and Middle Initial)

Paul F. Lorraine Bonnell Family Trust  
237 SW 153<sup>rd</sup>  
Burien, WA 98146

Additional Grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

7 feet right of way adjacent to Lots 3 & 4 of Blk. 1 and Lots  
4 & 5 of Block 2 of Bonnell's Addition

Additional Legal Description on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

1529030520103 & 1529030520204

Additional Parcel Numbers on page \_\_\_\_\_

The Auditor/Recorded will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the City of Othello, Washington, a municipal corporation of the State of Washington (Grantor), and the Paul F. Bonnell and Lorraine Bonnell Family Trust, Burien, WA (Grantee).

RECITALS

- 1. Grantor is a municipal corporation organized as a non-charter code city and as such is the entity in possession and control of public rights of way within the corporate limits of the City of Othello.
- 2. Grantee is the owner of the Modern Trailer Court of 71 East Soda Street, Othello, Washington, and wishes to allow mobile homes located within the Grantee's trailer court to encroach from that trailer court onto a portion of the public right of way controlled by Grantor.
- 3. Grantee's use of Grantor's property shall be limited to use described herein.

AGREEMENT

The parties therefore agree as follows:

1. **Grant of License To Use Grantor's Property.** Grantor grants to Grantee a License to use a portion of the public right of way controlled by Grantor described as the western seven (7) feet of the 1<sup>st</sup> Avenue right-of-way located from 206 feet north of to 200 feet south of Soda Street right-of-way, located adjacent to lots 3 and 4 of Block 1 and Lots 4 and 5 of Block 2 of Bonnell's Addition to Othello. The sole purpose is for allowing mobile homes currently located within the Modern Trailer Court that encroach upon the public right-of-way adjacent to 1<sup>st</sup> Avenue to remain. If one encroaching tenant mobile home breaches the terms of this License, it is not deemed that all encroaching tenants have breached this License. Any existing mobile home currently encroaching which is relocated or replaced may be relocated to or replaced with a mobile home that encroaches upon the city right-of-way so long as the terms of this License are observed and remain in effect. In the event a tenant mobile home is in breach of this License, Grantee shall aid and assist Grantor to the full extent permitted by law to remove such breaching mobile home from the Grantor's right-of-way. Grantee shall during the life of this License, in consideration of the granting of this License, install and maintain a one foot high stem wall



topped by a five foot cyclone fence along the east side of the Modern Trailer Court adjacent to 1<sup>st</sup> Avenue. Said stem wall and fence to be maintained in a neat and clean manner with all breaks, failures or breaches being repaired in a prompt and workmanlike manner, including the regular and prompt removal of litter, debris or other material which may be caught in the fence.

2. **Scope of License.** The License shall be solely for the purpose described herein. Grantee shall comply with all applicable regulations, ordinances, resolutions, and laws regarding the use of Grantor's property.

3. **Term of License.** The License shall be revocable upon ninety days written notice by either party. This License shall continue from the date hereof until revoked.

4. **Extent of Grantee's Interest.** This License is a grant to use Grantor's property for a specific use only, and does not constitute an interest in land. This License shall attach to and follow ownership of the Modern Trailer Court but is not otherwise inheritable, assignable, or transferable.

5. **Insurance and Indemnification.** The Grantee shall maintain throughout the term of this License Agreement liability insurance coverage for liability for bodily injury, death and for property damage to indemnify the Grantor against any such liability or expense.

The Grantee shall defend, indemnify and hold harmless Grantor, its officers, employees, officials, and 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, its agents, contractors, employees, licensees or invitees in the exercise of the rights granted in this License.

6. **Governing Law and Venue.** 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 Adams County, Washington.

7. **Entire Agreement.** 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 Grantor's property. Amendments or modifications to this Agreement shall only be effective if they are in writing and signed by both parties.

8. **Attorney's Fees and Costs.** In the event of any action by Grantor or Grantee brought to interpret this Agreement or to enforce any of the provisions herein, each party shall pay its own attorney's fees and costs.

DATED this 18<sup>th</sup> day of January, 2005.

City of Othello, Grantor

Paul F. Bonnell and Lorraine Bonnell Family Trust



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Page: 4 of 4

01/20/2005 10:04A

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Adams Co. Aud.

*Jeannie L. Sanders*

By Jeannie L. Sanders

Mayor

*David Bonnell*

By David Bonnell

Trustee

1-18-05