

**RESOLUTION NO. 2015-14**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE LICENSE AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITY OF BENTON CITY**

**WHEREAS**, the Washington State Department of Transportation, during the construction of the SR 224/SR 225 Intersection Improvement Projects, needs to temporarily relocate the existing park and ride lot, and has requested to use the City property located on the other side of the interchange until the new park and ride lot is constructed; and

**WHEREAS**, the City recognizes the mutual benefits to receive from the intersection improvement and is desirous to allow the Washington State Department of Transportation to make beneficial use of this property. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

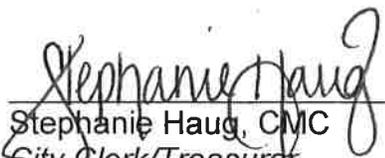
That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original License Agreement between the Washington State Department of Transportation and the City of Benton City, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 21 day of July, 2015, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 21 day of July, 2015.

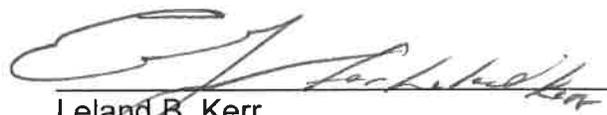
Resolution 2015- 14 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 21 day of July, 2015.

  
Lloyd R. Carnahan  
Mayor

Attest:

  
Stephanie Haug, CMC  
City Clerk/Treasurer

Approved as to Form:

  
Leland B. Kerr  
City Attorney

**FILED FOR RECORD AT REQUEST OF:**

City of Benton City

**WHEN RECORDED RETURN TO:**

City of Benton City, Washington

PO Box 70

Benton City WA 99320

Tax Parcel No. \_\_\_\_\_

Legal Description: \_\_\_\_\_

**LICENSE AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_ day of July, 2015, by and between the Washington State Department of Transportation, hereinafter referred to as "Licensee", and the City of Benton City, Washington, a Municipal Corporation, hereafter referred to as "City."

**WHEREAS**, the Licensee during the construction of the SR 224/SR 225 Intersection Improvement Projects needs to temporarily relocate the existing park and ride lot, and has requested to use the City property located on the other side of the interchange until the new park and ride lot is constructed; and

**WHEREAS**, the City recognizes the mutual benefits to receive from the intersection improvement and is desirous to allow the Licensee to make beneficial use of this property.

**NOW, THEREFORE**, and in consideration of the mutual terms and covenants contained herein, this License is granted by the City to Licensee according to the following terms and conditions.

1. **Grant of License.** The City does hereby grant to Licensee a License to construct and maintain a temporary park and ride lot upon its real property more particularly described in Exhibit A which is attached hereto and incorporated herein, and is generally designated upon the aerial photograph designated as Exhibit B.

2. **Term of License.** This License shall commence upon execution and shall continue for a period of ten (10) months, or until such time the Licensee has completed the SR 224/SR 225 Benton City - Construct Intersection Improvement project. In the event the Licensee cannot complete the construction with the initial term, the Licensee shall request an extension of this License for such terms as may be reasonably necessary to complete the project.

3. **Development.** During the term of this License, the Licensee shall by its Contractor, construct the temporary park and ride in accordance with Licensee's standard specifications, and shall be required to control dust by placing surfacing materials and apply water as needed. The Contractor will be required to pave the entrances to avoid tracking of the surfacing materials from the park and ride project onto the adjacent roadway. Upon completion of the Intersection improvement project, all materials left from clearing surfacing and paving of the temporary park and ride will be left in place by the licensee.

4. **Hold Harmless.** Licensee does hereby agree to hold harmless, defend and indemnify the City for any loss, claim, or damage arising out of Licensee's construction, maintenance, and use of the property subject to this License. In furtherance of this obligation, Licensee shall pay all costs and reasonable attorney fees associated with this obligation of indemnification.

5. **Notice of Sale.** In the event the City negotiates a sale of the real property subject to this License, the City shall provide notice to Licensee of such sale, and may terminate this License upon a 30-day advance written notice that this License shall terminate within ten (10) days of the closing of the sale of the premises.

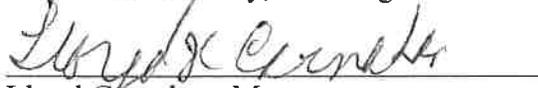
6. **Licenses Personal to the Licensee.** All terms and conditions of this License, shall be binding upon the parties hereto, their officers, employees, agents, and subcontractors. This License is personal to the Licensee and may not be assigned, conveyed or subleased without the prior written approval of the City.

7. **General Provisions.** Should any dispute arise between the parties as a result of breach, interpretation, or performance of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. If the dispute is unresolved, with or without the assistance of mediation, the dispute shall be resolved by arbitration pursuant to RCW 7.04A, with venue being placed in Benton County, Washington, and the prevailing party shall be awarded its attorney fees and costs against the other as an additional judgment.

DATED this 22 day of July, 2015.

CITY:

City of Benton City, Washington

  
\_\_\_\_\_  
Lloyd Carnahan, Mayor

LICENSEE:  
Washington State Department  
of Transportation

Don Whitehouse, Region Administrator

STATE OF WASHINGTON )

: ss

County of Benton )

On this day personally appeared before me Lloyd Carnahan, Mayor of the City of Benton City, Washington, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of July, 2015.



Stephanie Haug  
Notary Public in and for the State of Washington  
Residing at Franklin Co.  
My Commission Expires 12/17/15

STATE OF WASHINGTON )

: ss

County of \_\_\_\_\_ )

On this day personally appeared before me Don Whitehouse, Region Administrator of the Washington State Department of Transportation, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_