

TEMPORARY LICENSE AGREEMENT

Between: **City of Vancouver**, a State of Washington municipal corporation

“City”

And: **Michael Edward Lynch**, Personal Representative of the Estate of Edward C. Lynch

“Estate”

Background

A. Estate is the owner of real property, parcel PIN#s 46210000, 46670000, 51310000, 51320000 & 51330000 encompassing the block bounded by Esther St to the west, 11th St to the north, Daniels St to the east and Evergreen Blvd to the south, Vancouver, WA, situated within the City Center (“CX”) District (“Licensed Property”).

B. City is a Washington municipal corporation responsible for providing for the health and safety of the general public.

C. Homelessness has been a chronic problem in the City of Vancouver, the State of Washington, and throughout the western United States.

D. Recently, applicable local laws were updated to allow for the establishment of supportive shelters pursuant to Chapter 8.22, Vancouver Municipal Code (VMC), referred to herein as “Safe Stay Communities.”

E. City desires to use the currently vacant Licensed Property to make available for the location of a Safe Stay Community for individuals experiencing unsheltered homelessness and Estate desires to temporarily license the City’s use of the Licensed Property for such purpose.

License

1. Grant of License. Estate does hereby grant to the City a license to use the Licensed Property for establishment of a Safe Stay Community for individuals experiencing unsheltered homelessness pursuant to VMC 8.22. The Licensed Property is generally shown in the diagram attached as Exhibit A hereto. This License includes rights of pedestrian and vehicular ingress and egress. This License includes the right to exclude unpermitted occupants from the Licensed Property by any lawful means. City may sub-license the rights granted herein as needed to facilitate the operation of a Safe Stay Community consistent with Chapter 8.22 VMC. Any such sub-license shall be subject to Estate’s reasonable approval.

2. Duration. The Effective Date of this Temporary License Agreement (“License”) shall be on the later of (A) execution of this License, or (B) the City of Vancouver’s issuance of a Conditional Use Permit to operate a Safe Stay Community on the Licensed Property, a copy of which shall be promptly delivered to Estate. This License shall expire on December 31, 2025,

unless extended by written amendment signed by the parties, or terminated pursuant to Section 3, "Termination."

3. Termination. City reserves the right to terminate this License upon one hundred and eighty (180) days' written notice to Estate at the address provided in Section 7. Estate reserves the right to terminate this License upon ninety (90) days' written notice to City if one or more of the following occur:

- A. City fails to open a Safe Stay Community on the Licensed Property on or before December 31, 2023;
- B. City fails to continuously operate, or cause to be operated, a Safe Stay Community for a period of one hundred and eighty (180) days following the Effective Date of this License; or
- C. City materially breaches any provision of this License and fails to cure such breach within thirty (30) days after the date on which Estate delivers written notice of breach.

4. Security and Sanitation of Licensed Property. City shall be responsible for providing and maintaining adequate security (including installation, operation, and maintenance of video security equipment) on and about the Licensed Property throughout the term of this License. City shall require all occupants of the Licensed Property to comply with Safe Stay Community rules and regulations. At a minimum, such rules and regulations shall require that: (A) adequate sanitary facilities be provided, made accessible, and regularly serviced at the Safe Stay Community; (B) adequate trash receptacles and trash collection be provided; and (C) Safe Stay habitation activities shall not unreasonably disturb or interfere with the safety, peace, comfort, and repose of nearby property owners.

5. Damage and Indemnity. The City shall be responsible for damage to the Licensed Property caused by the City or by persons occupying or present at the Licensed Property during the term of this License. City will defend, indemnify, and hold Estate harmless from any and all damage, liability, loss, claim or suit, including reasonable attorneys' fees arising from the use of the Licensed Property; PROVIDED that, to the extent the damage or liability is caused by the gross negligence or willful misconduct of Estate or its officers, agents, and employees, indemnity shall not apply. The City shall add the Estate and/or assigns as an additional insured to any applicable insurance policy.

6. Fencing. City shall be responsible for installing, maintaining, and repairing fencing around the perimeter of the Licensed Property, all at City's sole cost and expense. The fencing shall consist of interior fencing as City deems necessary, and exterior fencing around the perimeter of the Licensed Property. City consents to Estate and/or assigns placing signage on the exterior fencing at its own cost and expense. Estate and/or assigns shall be responsible for all costs associated with the signage and for maintaining the signage. The signage shall be limited to future/proposed uses of the Licensed Property by Estate and/or assigns.

7. Consideration. City shall pay to Estate valuable consideration, the adequacy of which is hereby acknowledged, in the amount of one dollar (\$1.00) for each year that this License remains in place.

8. Assignment. In the event Estate sells, conveys, or assigns its interest in the Licensed Property, this License shall be binding on the new owner subject to the terms and conditions set forth herein. All indemnity provisions shall include the new owner upon the effective date of the assignment. City's consent to assignment is not required provided the Estate conveys the Licensed Property to a non-profit that agrees to abide by the terms of the License and the non-profit executes a consent to assignment in a form reasonably satisfactory to City.

9. Turnover of Licensed Property. Upon the expiration or earlier termination of this License, City shall remove from the Licensed Property all structures, alterations, improvements, shelters, and personal property of any kind, unless otherwise instructed in writing by Estate. Also upon the expiration or earlier termination of this License, City shall remove from the Licensed Property all garbage, debris, and waste as well as any receptacles for the same. Such removal shall be completed no later than thirty (30) days following expiration or termination of this License. City shall leave the Licensed Property in substantially the same condition as when this License was first granted. City shall further ensure that all residents of City's Safe Stay Community or any other supportive campsite operated on the Licensed Property shall vacate the Licensed Property no later than the date of expiration or earlier termination of this License. In the event that any such resident does not timely vacate the Licensed Property as provided herein, Estate may initiate appropriate legal proceedings to obtain a court order requiring such resident to vacate and City shall immediately reimburse Estate for all expenses incurred in doing so, including, without limitation, Estate's attorney fees and costs, without regard to whether Estate obtains its requested relief in such legal proceedings.

10. Notices. All notices required or permitted hereunder will be in writing (e-mail and facsimile permitted) and will be served on the parties at the addresses set forth below. Notices may be by telephone to address an emergency.

City's notice address:

City of Vancouver
415 West 6th Street
Vancouver, WA 98660
Attn: Homeless Response Coordinator

And to:

City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
Attn: City Attorney

Estate's notice address:

And to:

Michael Edward Lynch
Personal Representative
400 W. 36th Street
Vancouver, WA 98660

[This Space Intentionally Left Blank.]

THIS LICENSE may be executed by electronic means in duplicate copies, each of which is valid as an original.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first indicated below.

CITY OF VANCOUVER

A municipal corporation

ESTATE

Eric Holmes, City Manager

Michael Edward Lynch,
P.R. to the Estate of Edward C. Lynch

Date

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A

Property Diagram

