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**TERM USE AGREEMENT
WESTPORT OCEAN FRONT PROPERTY
PORT OF GRAYS HARBOR**

WHEREAS, The port of Grays Harbor, hereinafter referred to as Port, is the owner of certain ocean front property in the City of Westport, Grays Harbor County, Washington: and,

WHEREAS, the City of Westport, hereinafter referred to as City, desires to use a portion of said lands for a recreational walkway; and,

WHEREAS, the City has stated that it has the authority to construct and operate such a recreational walkway; and,

WHEREAS, the Grays Harbor Port Commission has authorized the Executive Director to enter into an agreement with the City for the construction, operation and maintenance of such a recreational walkway;

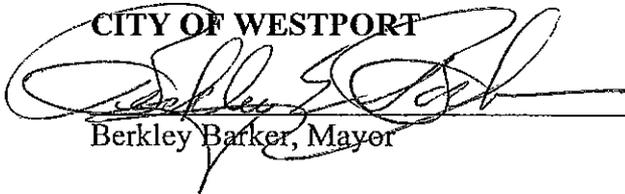
NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Port hereby grants to the City a twenty-five (25) year use agreement from the date last below written, to develop a recreational walkway over and upon the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, situated in the City of Westport, Grays Harbor county, Washington, subject to the following terms and conditions:

- A. The property is to be used for a public recreational walkway only. In the event that said property is used for any other purpose, this agreement will automatically terminate as per the provisions hereof and all rights granted to the City will cease and jurisdiction of the property will revert in total to the Port.
- B. Construction, operation and maintenance of the walkway will be the full responsibility of the City.
- C. The City assumes full responsibility for any and all damage that may occur to the Port's property as a result of the City's use thereof except as may result from fire, wind, flood or other "acts of nature." Damages caused by the City or its invitees, including acts of vandalism, or results from negligence on their part and not corrected by the City within sixty (60) days following written notice from the Port may be repaired by the Port and the actual cost thereof paid by the City.
- D. No user fees shall be charged without the prior written approval of the Port.
- E. At all times during construction, operation and maintenance of the recreational walkway, the City shall have the sole responsibility to comply with all applicable codes and regulations of local, state or federal governmental agencies.
- F. The City shall defend, hold harmless and indemnify the Port for any injury or damage to any party resulting from their use of the walkway.

- G. No alterations of any kind, including removal of vegetation, shall be made to any Port property adjacent to the walkway without the prior written consent of the Port.
- H. This Agreement shall only be amended by mutual consent of both parties.
- I. It is expressly understood between the parties that the rights granted are permissive only and shall not be construed to grant any vested right to title to any of the property.
- J. In the event the walkway is not completed, or limited in any way after the effective date of this agreement, the Port may terminate the agreement upon thirty- (30) days notice to the City.
- K. Upon termination or expiration of this agreement, the City shall have ninety (90) days to remove all improvements of materials installed by, or on behalf of the City, and to restore the property to its original condition, provided that the Port may elect to have the improvements remain, in which case the title to such improvements shall be vested in the Port.

APPROVED ON BEHALF OF THE PARTIES:

CITY OF WESTPORT


Berkley Barker, Mayor

3/14/2000
Date

PORT OF GRAYS HARBOR


Willard McGregor, Acting Executive Director

3/16/2000
Date