

## TEMPORARY USE PERMIT AND LIABILITY WAIVER

THIS Temporary Revocable License Agreement is entered into by and between Klamath County, a political subdivision of the State of Oregon, Public Works Division, hereinafter referred to as Licensor, and Wilsonart, LLC, a Foreign Limited Liability Company, and Bogatay Construction, Inc., an Oregon Domestic Corporation, hereinafter referred to as Licensees.

WHEREAS, the Licensor is owner of acreage, buildings, and outbuildings, commonly referred to as the Klamath County Road Shop ("Property"), located at 6100 Wesgo, Klamath Falls, Oregon, 97601; and

WHEREAS, the Licensees desire to access the Property for the purpose of storing personal property, materials, and equipment ("Equipment").

NOW, THEREFORE, in consideration of the terms hereof, a temporary revocable license is granted to Licensees by Licensor upon the following terms and conditions:

1. Temporary Revocable License. The rights to the usage of the Property for the limited purposes described herein is a temporary revocable license which may be canceled or otherwise restricted without advance notice to Licensees in the sole and unfettered discretion of Licensor. Licensees shall not have interest in the Property by way of an easement, or any other right in law, or in equity, to the use of, or restriction upon, the operation of the Property.

(a) Waiver of Claims by Licensees. In consideration of the terms and conditions of this Agreement, Licensees do hereby expressly waive and release any and all claims against Licensor arising out of any accident, illness, injury, damage or other loss or harm to or incurred or suffered by the Licensees, their agents and employees, or their Equipment, in connection with or incidental to activities conducted by Licensor, or any third party, permittee or not, on the Property.

(b) Indemnity. To the extent permitted by Article XI, Sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, ORS 30.260 to 30.300, Licensees hereby agree to defend, indemnify and hold Licensor harmless from any and all claims arising out of any accident, injury, damage or other loss or harm to or incurred or suffered by any person in connection with or incidental to the activities of Licensees or any guest or invitee of Licensees on the Property.

(c) Restrictions on Use. The use of the Property by Licensees shall be limited to vehicular and pedestrian ingress and egress to and from the Property for Licensees reasonable use necessary to transport, stockpile, and store Equipment. Upon expiration of this temporary revocable license, Licensees shall restore any altered portions of the Property to substantially the same condition as it was prior to Licensees' use. Licensees agree to use the property for only lawful purposes. Licensor reserves all rights attendant to its ownership of the Property. **The term of this temporary revocable license shall begin on February 1, 2021 and end on March 31, 2021.**

2. Compliance with Directions. Licensees agree to comply with the directions of any person who identifies themselves as an employee or representative of Licensor, whether such direction is oral or in writing. Licensees shall respect the rights of other persons using the Property.

3. Notices. Any notice or demand which under the terms of this Agreement or any statute may or must be given or made by the parties hereto shall be in writing and given and made by mailing by certified or registered mail, addressed to the other party as follows:

Licensor: Klamath County  
Attn: Public Works  
305 Main Street  
Klamath Falls, OR 97601

Licensee: Wilsonart, LLC  
13413 Galleria Circle #200  
Austin, TX 78378

Licensee: Bogatay Construction, Inc.  
4223 Venture Court  
Klamath Falls, OR 97601

Any party may, however, designate in writing such new or other addresses to which such notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered or certified prepaid wrapper addressed as set forth above.

4. Modifications. No modifications, changes, or amendments may be made to this Agreement by either party except in written instrument executed by each party.

5. Binding Effect. This Agreement shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the respective parties.

6. Not Assignable. This License may not be assigned by Licensees and any purported assignments shall be void and of no force or effect.

7. Attorney Fees. In the event suit or action is instituted to enforce any of the terms of this agreement, each party shall be responsible for its own attorney fees costs and related expenses.

8. Headings. Headings used in this Agreement are for the convenience only and shall not affect the construction of the Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

**LICENSOR :**                    **Klamath County Board of Commissioners**

\_\_\_\_\_

Chair

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

**LICENSEE:**                    **Wilsonart, LLC**

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

**LICENSEE:**                    **Bogatay Construction, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title